



MARINA COAST WATER DISTRICT

11 RESERVATION ROAD, MARINA, CA 93933-2099

Home Page: www.mcwd.org

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

DIRECTORS

THOMAS P. MOORE
President

JAN SHRINER
Vice President

HERBERT CORTEZ
PETER LE
MATT ZEFFERMAN

Agenda

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

and

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

Marina Council Chambers

211 Hillcrest Avenue, Marina, California

Monday, December 16, 2019, 6:30 p.m. PST

This meeting has been noticed according to the Brown Act rules. The Board of Directors meet regularly on the third Monday of each month with workshops scheduled for the first Monday of some months. The meetings normally begin at 6:30 p.m. and are held at the City of Marina Council Chambers at 211 Hillcrest Avenue, Marina, California.

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

1. Call to Order

2. Roll Call

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

4. Closed Session

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

- 1) Marina Coast Water District vs California-American Water Company, Monterey County Water Resources Agency; and, California-American Water Company, Monterey County Water Resources Agency vs Marina Coast Water District, San Francisco Superior Court Case Nos. CGC-15-547125, CGC-15-546632 (Complaint for Damages, Breach of Warranties, etc.)

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 City of Marina Council Chambers. The agenda shall also be posted at the following locations but those locations are not official agenda posting locations for purposes of section 54954.2(a)(1): District offices at 11 Reservation Road, Seaside City Hall, the City of Marina Library, and the City of Seaside Library. A complete Board packet containing all enclosures and staff materials will be available for public review on Wednesday, December 11, 2019. Copies will also be available at the Board meeting. 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.

- 2) Marina Coast Water District v, California Coastal Commission (California-American Water Company, Real Party in Interest), Santa Cruz County Superior Court Case No. 15CV00267, Sixth Appellate District Court of Appeals Case No. H045468
- 3) 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)
- 4) Marina Coast Water District, and Does 1-100 v, County of Monterey, County of Monterey Health Department Environmental Health Bureau, and Does 101-110, Monterey County Superior Court Case No. 18CV000816 (Petition for Writ of Mandate and Complaint for Injunctive Relief)
- 5) Marina Coast Water District, and Does 1-100 v, County of Monterey, Monterey County Board of Supervisors, and Does 101-110 (California-American Water Company, Real Party in Interest), Monterey County Superior Court Case No. 19CV003305 (Petition for Writ of Mandate and Complaint for Injunctive Relief)

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

7:00 p.m. Reconvene Open Session

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

6. Pledge of Allegiance

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

8. [Election of Board President and Vice-President](#)

Action: The Board will elect two Directors to serve as President and Vice-President of the Board until December 2020.

9. Presentations

[A. Receive a Presentation Regarding the Census Bureau's Upcoming 2020 Census](#)

B. Receive a Presentation from the Fort Ord Regional Habitat Cooperative regarding the Habitat Conservation Plan

* * * * *

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

A. **Groundwater Sustainability Plan Workshop – Public Hearing**

1. Open a Public Hearing and Receive a Staff Report on the 180/400 Foot Aquifer Groundwater Sustainability Plan

Action: The Board of Directors will hold a public hearing to receive a presentation on the Groundwater Sustainability Plan and provide direction to staff.

* * * * *

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

12. Consent Calendar

A. Receive and File the Check Register for the Month of November 2019

B. Receive the Quarterly Financial Statements for July 1, 2019 to September 30, 2019

C. Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of November 18, 2019

D. Consider Adoption of Resolution No. 2019-85 to Approve the Purchase of a Dump Truck for the Operations and Maintenance Department

E. Consider Adoption of Resolution No. 2019-86 to Approve an Amendment to the Jones Hall Legal Services Agreement Increasing the Contract Amount from \$75,000 to \$80,000 for Bond Counsel and Disclosure Counsel Services on the 2019 Enterprise Revenue Certificates of Participation Financing

F. Consider Approving the Proposed Regular Board/GSA Meeting and Workshop Meeting Schedule for 2020

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

A. Consider Adoption of Resolution No. 2019-87 to Approve Amendment No. 6 to the Professional Services Agreement with Carollo Engineers for Design of the Regional Urban Water Augmentation Project Distribution Mains Project

Action: The Board of Directors will consider approving Amendment No. 6 to the Professional Services Agreement with Carollo Engineers for design of the Regional Urban Water Augmentation Project Distribution Mains Project.

- B. [Consider Adoption of Resolution 2019-88 to Reject All Bids on the Imjin Lift Station Improvement Project Phase I and Direct Staff to Rebid the Project](#)
Action: The Board of Directors will consider rejecting all bids on the Imjin Lift Station project and direct staff to rebid the project.
- C. [Consider Adoption of Resolution No. 2019-89 to Approve Three Grant of Easement Agreements Between Marina Coast Water District and the City of Seaside for the Ord Village Lift Station and Force Main Project](#)
Action: The Board of Directors will consider approving three easements received from the City of Seaside for the Ord Village Lift Station and Force Main Project.
- D. [Consider Adoption of Resolution No. 2019-90 for the Purchase of One New Standby Generator for the Ord Village Lift Station from Quinn Cat](#)
Action: The Board of Directors will consider approving the Purchase of One New Standby Generator for the Ord Village Lift Station from Quinn Cat.
- E. [Consider Adoption of Resolution No. 2019-91 to Approve District Collection of Delinquent Water Accounts Policy](#)
Action: The Board of Directors will consider approving the new Collection of Delinquent Water Accounts Policy for the District.
- F. [Consider Proposed Comment Letter to Monterey One Water on the Draft Supplemental Environmental Impact Report for the Proposed Modifications to the Pure Water Monterey Groundwater Replenishment Project](#)
Action: The Board of Directors will consider approving comments for the Pure Water Monterey Expansion Supplemental Environmental Impact Report.
- G. [Consider Adoption of Resolution No. 2019-64 to Approve the Addition of a Social Media Policy; and, Clarifying the Harassment and Bullying Language to the Board Procedures Manual](#)
Action: The Board of Directors will consider approving the addition of a Social Media Policy; and, clarifying the Harassment and Bullying language to the Board Procedures Manual.
- H. [Consider Director Appointments to Standing Committees of the Board and to Outside Agencies for 2020, and as Negotiators to any Ad Hoc Committees of the Board](#)
Action: The Board of Directors will consider appointing Directors to Standing Committees of the Board and to Outside Agencies for 2020, and as negotiators to any Ad Hoc Committees of the Board.

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

A. General Manager's Report

B. Counsel's Report

a. Verbal Report on the Dunes Variance Request

C. Committee and Board Liaison Reports

- | | |
|-----------------------------------|---|
| 1. Water Conservation Commission | 7. LAFCO Liaison |
| 2. Joint City-District Committee | 8. FORA |
| 3. Executive Committee | 9. WWOC Report |
| 4. Community Outreach Committee | 10. JPIA Liaison |
| 5. Budget and Personnel Committee | 11. Special Districts Association |
| 6. M1W Board Member Liaison | 12. SVBGSA Liaison (Steering Committee) |

15. Correspondence

16. [Board Member Requests for Future Agenda Items](#)

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

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

*Regular Meeting: Wednesday, January 29, 2020, 6:30 p.m.,
Marina Council Chambers, 211 Hillcrest Avenue, Marina*

Marina Coast Water District
Agenda Transmittal

Agenda Item: 8

Meeting Date: December 16, 2019

Prepared By: Paula Riso

Approved By: Keith Van Der Maaten

Agenda Title: Election of Board President and Vice President

Staff Recommendation: The Board of Directors elect a President and Vice President to serve the next 1-year term.

Background: *5-Year Strategic Plan, Mission Statement – We Provide high quality water, wastewater collection and conservation services at a reasonable cost, through planning, management and the development of water resources in an environmentally sensitive manner.*

Discussion/Analysis: The Board Procedures Manual last revised on June 25, 2019 states in part:

“The Board of Directors shall have a President who is elected by the Board from among the five directors. The President shall be elected annually in the month of December but not before any newly elected or reelected director(s) have taken office. No Director shall serve more than three (3) consecutive years as President. If a majority of the directors cannot agree on who should be the new President, then the existing President shall remain President until the issue can be resolved.”

“The Board of Directors shall have a Vice President who shall be elected by the Board from among the five directors at the same time as the President is elected. The Vice President shall be elected annually in the month of December but not before any newly elected or reelected director(s) have taken office. It is the Board's policy to rotate the office of Vice President among the Board members. However, no director shall serve more than three (3) consecutive years as Vice President. If a majority of the directors cannot agree on who should be the new Vice President, then the existing Vice President shall continue in office until the issue can be resolved.”

Environmental Review Compliance: None required.

Financial Impact: Yes No Funding Source/Recap: None

Other Considerations: None.

Material Included for Information/Consideration: None.

Action Required: Resolution Motion Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

Marina Coast Water District
Agenda Transmittal

Agenda Item: 9-A

Meeting Date: December 16, 2019

Prepared By: Paula Riso

Approved By: Keith Van Der Maaten

Agenda Title: Receive a Presentation Regarding the Census Bureau's Upcoming 2020 Census

Staff Recommendation: The Board of Directors receive a presentation from Diana Malkin, Partnership Specialist, regarding the 2020 Census.

Background: *5-Year Strategic Plan, Mission Statement – We Provide high quality water, wastewater collection and conservation services at a reasonable cost, through planning, management and the development of water resources in an environmentally sensitive manner.*

Discussion/Analysis: Ms. Malkin asked to give a brief presentation regarding partnering with the Census Bureau for 2020.

Environmental Review Compliance: None required.

Financial Impact: Yes No Funding Source/Recap: None

Other Considerations: None.

Material Included for Information/Consideration: Partnership Fact Sheet; and, Partnership at a Glance.

Action Required: Resolution Motion Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

Partnership Fact Sheet

The once-a-decade population count affects your representation in government, determines how much funding your community receives, and provides data to help you plan for the future. Join us to spread the word about the importance of the 2020 Census and help ensure a complete and accurate count.

BENEFITS OF A COMPLETE COUNT

A complete count of every person living in the United States has tremendous benefits for you and for your stakeholders.

Census data:

- Accurately determine how many representatives each state has in Congress and inform the redrawing of congressional district boundaries.
- Are used as the basis for distributing more than \$675 billion in federal funds annually to states, counties, and communities to support resources such as schools, hospitals, and fire departments.
- Inform business decisions, policy, community initiatives, and consumer advocacy.

WHAT IT MEANS TO BE A 2020 CENSUS PARTNER

You can make a difference—no matter how much time you're able to commit. As trusted voices in the communities they serve, partners are critical to the success of the 2020 Census. These are some of the many ways you can get involved:

- Use U.S. Census Bureau tools, information, and messaging in creative ways to increase public participation; for example, share newsletter articles and co-branded products and post on social media.

- Host a workshop to devise possible solutions to 2020 Census challenges in your community and generate commitments to tackle them.
- Provide information to stakeholders about the importance and benefits of participating in the 2020 Census; for example, invite Census Bureau officials to speak to your audience.
- Encourage people in your community to work for the Census Bureau, and share this link with them: 2020census.gov/jobs.

WHY BECOME A 2020 CENSUS PARTNER?

As a 2020 Census partner, you will:

- Become part of a powerful network of government, nonprofit, corporate, and community organizations with a diverse group of industry professionals.
- Help ensure that your community is accurately represented.
- Have personalized access to Census Bureau data tools and products, workshops to help you use data effectively, and one-on-one support from data trainers.

Not only will you help ensure that the people you work with are accurately represented, but you will also be able to use Census Bureau resources to improve your community.

INTERESTED IN PARTNERING WITH THE CENSUS BUREAU?

National organizations interested in partnering with the Census Bureau can contact the 2020 Census Partnership Program at census.partners@census.gov to share ideas about how we can work together to ensure a complete and accurate count.

State and local organizations can reach out to their regional census center using the contact information below.

Atlanta

Phone: 404-889-6520

E-mail: Atlanta.rcc.partnership@2020census.gov

Chicago

Phone: 312-579-1605

E-mail: Chicago.rcc.partnership@2020census.gov

Dallas

Phone: 972-510-1800

E-mail: Dallas.rcc.partnership@2020census.gov

Los Angeles

Phone: 213-314-6500

E-mail: Los.Angeles.rcc.partnership@2020census.gov

New York

Phone: 212-882-2130

E-mail: New.York.rcc.partnership@2020census.gov

Philadelphia

Phone: 267-780-2530

E-mail: Philadelphia.rcc.partnership@2020census.gov

We look forward to welcoming you as a Census Bureau partner.

For the latest updates on the 2020 Census, visit 2020census.gov.

KEY MILESTONES

- **September 2018**—The Census Bureau's recruitment Web site went live: 2020census.gov/jobs. For each decennial census, the Census Bureau begins recruiting thousands of paid census takers to help ensure a complete and accurate count. Interested applicants can visit the Web site to apply for a variety of jobs beginning in 2019 and through summer 2020.
- **April 2019**—The 2020 Census Web site goes live: 2020census.gov. This site will be available in multiple languages and will provide downloadable materials, answers to frequently asked questions, and more information about how individuals and organizations can help spread the word about the 2020 Census.
- **August 2019**—New Statistics in Schools classroom activities are available online: census.gov/schools. The Statistics in Schools program provides resources for teaching and learning with real-life data.
- **January 2020**—The first enumeration of the 2020 Census takes place in Toksook Bay, Alaska. Local census takers must get a head start while the frozen ground allows easier access to remote areas with unique accessibility challenges.
- **March 2020**—The public can begin responding to the 2020 Census online at 2020census.gov. Replying by mail or phone will also be an option.
- **April 2020**—Every 10 years, we observe Census Day on April 1.
- **June 2020 through July 2020**—Census takers go door to door to count people who have not responded to the 2020 Census. Census takers are Census Bureau employees and will provide proof that they are official government personnel.
- **December 31, 2020**—By this date, as required by law, the Census Bureau reports to the President of the United States the population count and the apportionment of seats in the U.S. House of Representatives to each state.
- **2021**—Initial 2020 Census data are made available to the public on census.gov.

Partnerships at a Glance

Join us as a partner and become part of a powerful network of government, nonprofit, corporate, and community organizations. Together, we can develop solutions to effectively reach everyone and encourage them to respond to the 2020 Census.

WHAT IS THE DECENNIAL CENSUS?

Every 10 years, the federal government conducts a population count of everyone in the United States. Data from the census provide the basis for distributing more than \$675 billion in federal funds annually to communities across the country to support vital programs—impacting housing, education, transportation, employment, health care, and public policy. They are also used to redraw the boundaries of congressional and state legislative districts and accurately determine the number of congressional seats each state has in the U.S. House of Representatives.

HOW ARE CENSUS DATA USED?

The 2020 Census is important for you and your community. The results help you understand how demographics—including income and education levels—and population size are changing in your area. Businesses, researchers, and policymakers depend on the high-quality data provided by the U.S. Census Bureau to make important decisions such as:

- Where to build schools, roads, and hospitals.
- Where to open new stores and expand operations.
- What products and services to sell.
- What new policies and public programs will be most helpful in your community.

WHY IS A COMPLETE AND ACCURATE COUNT SO IMPORTANT?

The census is a valuable tool for improving communities across the country. If your community members don't respond, your community may not receive the funding it needs. It is important that everyone understand the importance of the census.

WHY SHOULD I BECOME A 2020 CENSUS PARTNER?

As a trusted voice, you have a critical role to play in reaching the communities you serve. You can support our goal of a complete and accurate count by explaining to your community, customers, members, or stakeholders why participating is important. By partnering with the Census Bureau, you serve as a 2020 Census ambassador. Your efforts in spreading the message and mobilizing your stakeholders to respond to the census will provide accurate data for your community.

Serving as a 2020 Census partner means you can help ensure that the people you care about are accurately counted and represented, which in turn will increase the accuracy of the census data that are used by organizations like yours to make important decisions.

WHAT OUTREACH RESOURCES EXIST FOR 2020 CENSUS PARTNERS?

Outreach is not a one-size-fits-all approach. That is why the Census Bureau provides various types of resources to help partners tailor their outreach to their communities. As a partner, you will have access to:

- A community outreach toolkit (with a Census 101 handout, printable stickers, and outreach tips and tricks).
- Mapping tools to better understand the demographic composition and characteristics of your communities.
- Resources on Census Bureau confidentiality and data security efforts to keep census responses secure.

WHAT CAN I DO AS A 2020 CENSUS PARTNER?

There are many ways to make a difference as a 2020 Census partner, including by:

- Using Census Bureau tools, information, and messaging in creative ways to increase public participation—for example, through newsletters, co-branded products, and social media.
- Providing information to your community, customers, members, or stakeholders about the importance and benefits of participating in the 2020 Census.
- Hosting a workshop to develop possible solutions to 2020 Census challenges in your community and generate commitments to tackle them.
- Forming and getting involved in a Census Complete Count Committee to educate and motivate residents to participate in the 2020 Census. To learn more about the Complete Count Committees or to start one in your community, visit [census.gov/2020completeness](https://www.census.gov/2020completeness).
- Inviting Census Bureau officials to present at your next event.

- Signing up and being recognized.
- Encouraging people in your community to work for the Census Bureau, and sharing this link with them: [2020census.gov/jobs](https://www.census.gov/jobs).

INTERESTED IN PARTNERING WITH THE CENSUS BUREAU?

National organizations interested in partnering with the Census Bureau can contact the 2020 Census Partnership Program at census.partners@census.gov to share ideas about how we can work together to ensure a complete and accurate count.

State and local organizations can reach out to their regional census center using the contact information below.

Atlanta

Phone: 404-889-6520

E-mail: Atlanta.rcc.partnership@2020census.gov

Chicago

Phone: 312-579-1605

E-mail: Chicago.rcc.partnership@2020census.gov

Dallas

Phone: 972-510-1800

E-mail: Dallas.rcc.partnership@2020census.gov

Los Angeles

Phone: 213-314-6500

E-mail: Los.Angeles.rcc.partnership@2020census.gov

New York

Phone: 212-882-2130

E-mail: New.York.rcc.partnership@2020census.gov

Philadelphia

Phone: 267-780-2530

E-mail: Philadelphia.rcc.partnership@2020census.gov

We look forward to welcoming you as a Census Bureau partner!

WHERE CAN I GO TO LEARN MORE?

To learn more about becoming a 2020 Census partner, visit [census.gov/partners](https://www.census.gov/partners).

For the latest updates on the 2020 Census, visit [2020census.gov](https://www.2020census.gov).

Marina Coast Water District
Agenda Transmittal

Agenda Item: 9-B

Meeting Date: December 16, 2019

Prepared By: Paula Riso

Approved By: Keith Van Der Maaten

Agenda Title: Receive a Presentation from the Fort Ord Habitat Cooperative regarding the Habitat Conservation Plan

Staff Recommendation: The Board of Directors receive a presentation from the Fort Ord Habitat Cooperative regarding the Habitat Conservation Plan.

Background: *5-Year Strategic Plan, Mission Statement – We Provide high quality water, wastewater collection and conservation services at a reasonable cost, through planning, management and the development of water resources in an environmentally sensitive manner.*

Discussion/Analysis: FORA has asked to give a brief presentation at both the December and January MCWD Board meetings. The first meeting item will be an information item concerning the Habitat Conservation Plan (HCP) and the formation of Fort Ord Regional Habitat Cooperative, the management entity to be formed responsible for implementing the HCP and receiving incidental take permits. The second meeting item will be to provide follow-up information as required and request MCWD to approve the action to join and become an active member of the Fort Ord Regional Habitat Cooperative.

Environmental Review Compliance: None required.

Financial Impact: Yes No Funding Source/Recap: None

Other Considerations: None.

Material Included for Information/Consideration: None.

Action Required: Resolution Motion Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

Marina Coast Water District
Groundwater Sustainability Agency
Agenda Transmittal

Agenda Item: 10-A1

Meeting Date: December 16, 2019

Prepared By: Patrick Breen

Approved By: Keith Van Der Maaten

Agenda Title: Open a Public Hearing and Receive a Staff Report on the 180/400 Foot Aquifer Groundwater Sustainability Plan

Staff Recommendation: The Board of Directors Open a Public Hearing and Receive a Staff Report on the 180/400 Foot Aquifer Groundwater Sustainability Plan.

Background: The Sustainable Groundwater Management Act (SGMA) of 2014 requires groundwater basins or subbasins that are designated as medium or high priority to be managed sustainably. The District formed a Groundwater Sustainability Agency (MCWD GSA) in 2014 that primarily overlies the medium-priority Monterey Subbasin and a portion of the high-priority 180/400 Foot Aquifer Subbasin (Figure 1). The Seaside Subbasin is an adjudicated basin and therefore is not subject to SGMA.

The Board is requested to open a Public Hearing to receive comments on the 180/400 Foot Aquifer Subbasin. Staff is recommending the hearing be open until the January MCWD GSA meeting where the MCWD GSA Board may consider approval.

The 180/400 Foot Aquifer Subbasin is designated as a high priority basin subject to critical conditions of overdraft and therefore must be by managed under a Groundwater Sustainability Plan (GSP) or GSPs by January 31, 2020. The Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) has been developing the 180/400 Foot Aquifer Subbasin GSP (180/400 GSP or GSP) in coordination with MCWD GSA.

On March 21, 2018 the 180/400 GSP's initial notification was uploaded to California Department of Water Resources (DWR's) SGMA portal pursuant to GSP Regulations §353.6. A MCWD staff member was elected to serve on SVBGSA's Advisory Committee and MCWD GSA has provided comments on each draft GSP chapter as it has been released. Additionally, MCWD GSA and SVBGSA representatives have met regularly during GSP development to discuss issues and comments.

The final draft 180/400 GSP was released on November 10, 2019 and is available for viewing at <https://svbgsa.org/groundwater-sustainability-plan/180-400-ft-aquifer/>. The GSP Executive Summary is attached hereto. SVBGSA accepted written comments on the final draft 180/400 GSP for a 45-day public comment period following the release of the final draft of the 180/400 GSP. MCWD GSA provided final comments on the document, which were verbally discussed and agreed to by SVBGSA representatives on December 4, 2019. The SVBGSA Board of Directors held a public hearing to consider adoption of the GSP on December 12, 2019; which may be continued to the January 9, 2020 meeting.

Discussion: The 180/400 GSP covers both SVBGSA and MCWD GSA areas and therefore must be adopted by both GSAs no later than January 31, 2020. The adoption must follow public hearings

December 6, 2019

Salinas Valley: 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan

Executive Summary

Prepared for:

Salinas Valley Basin Groundwater Sustainability Agency

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ES-1 INTRODUCTION AND AGENCY INFORMATION (GSP CHAPTERS 1 AND 2)

The 2014 California Sustainable Groundwater Management Act (SGMA) requires that medium- and high-priority groundwater basins and subbasins develop Groundwater Sustainability Plans (GSPs) that outline how they will achieve groundwater sustainably in 20 years, and maintain sustainability for an additional 30 years. This GSP fulfills that requirement for the Salinas Valley - 180/400-Foot Aquifer Subbasin.

In 2017, local GSA-eligible entities formed the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) to develop and implement the GSPs for the Salinas Valley. The SVBGSA is a Joint Powers Authority (JPA) with membership comprising the County of Monterey, Water Resources Agency of the County of Monterey (Monterey County Water Resources Agency, or MCWRA), City of Salinas, City of Soledad, City of Gonzales, City of King, Castroville Community Services District, and Monterey One Water. The SVBGSA is governed by an eleven-member Board of Directors, representing public and private groundwater interests throughout the Salinas Valley Groundwater Basin. In addition, an Advisory Committee ensures participation by, and input to, the Board of Directors by constituencies whose interests are not directly represented on the Board. The SVBGSA's activities are coordinated by a General Manager.

The Salinas Valley Groundwater Basin consists of nine subbasins, of which six fall entirely or partially under the SVBGSA's jurisdiction. One of the nine subbasins, the Seaside Subbasin, is adjudicated and not managed by the SVBGSA. Another two subbasins, the Paso Robles and Atascadero Subbasins, lie completely in San Luis Obispo County and are managed by other GSAs.

The SVBGSA developed this GSP for the 180/400-Foot Aquifer Subbasin (Subbasin) in concert with the GSPs for its five other Salinas Valley Subbasins: the Eastside Aquifer Subbasin (DWR subbasin number 3-004.02), the Forebay Aquifer Subbasin (DWR subbasin number 3-004.04), the Upper Valley Aquifer Subbasin (DWR subbasin number 3-004.05), the Langley Area Subbasin (DWR subbasin number 3-004.09) and the Monterey Subbasin (DWR subbasin number 3-004.10). Together, the six subbasin plans under the SVBGSA will be integrated into the Salinas Valley Integrated Groundwater Sustainability Plan.

This GSP covers all of the 84,400 acres of the 180/400-Foot Aquifer Subbasin, as shown in Figure 1. The Marina Groundwater Sustainability Agency (MGSA) has developed a GSP over a 372 acre parcel in the Subbasin. At the time of writing, there is overlap between the MGSA GSP and this GSP; however, SVBGSA is working to correct that overlap prior to finalizing this GSP. The GSP describes current groundwater conditions, develops a hydrogeologic conceptual model,

establishes a water budget, outlines local sustainable management criteria, and provides projects and programs for reaching sustainability in the Subbasin by 2040.

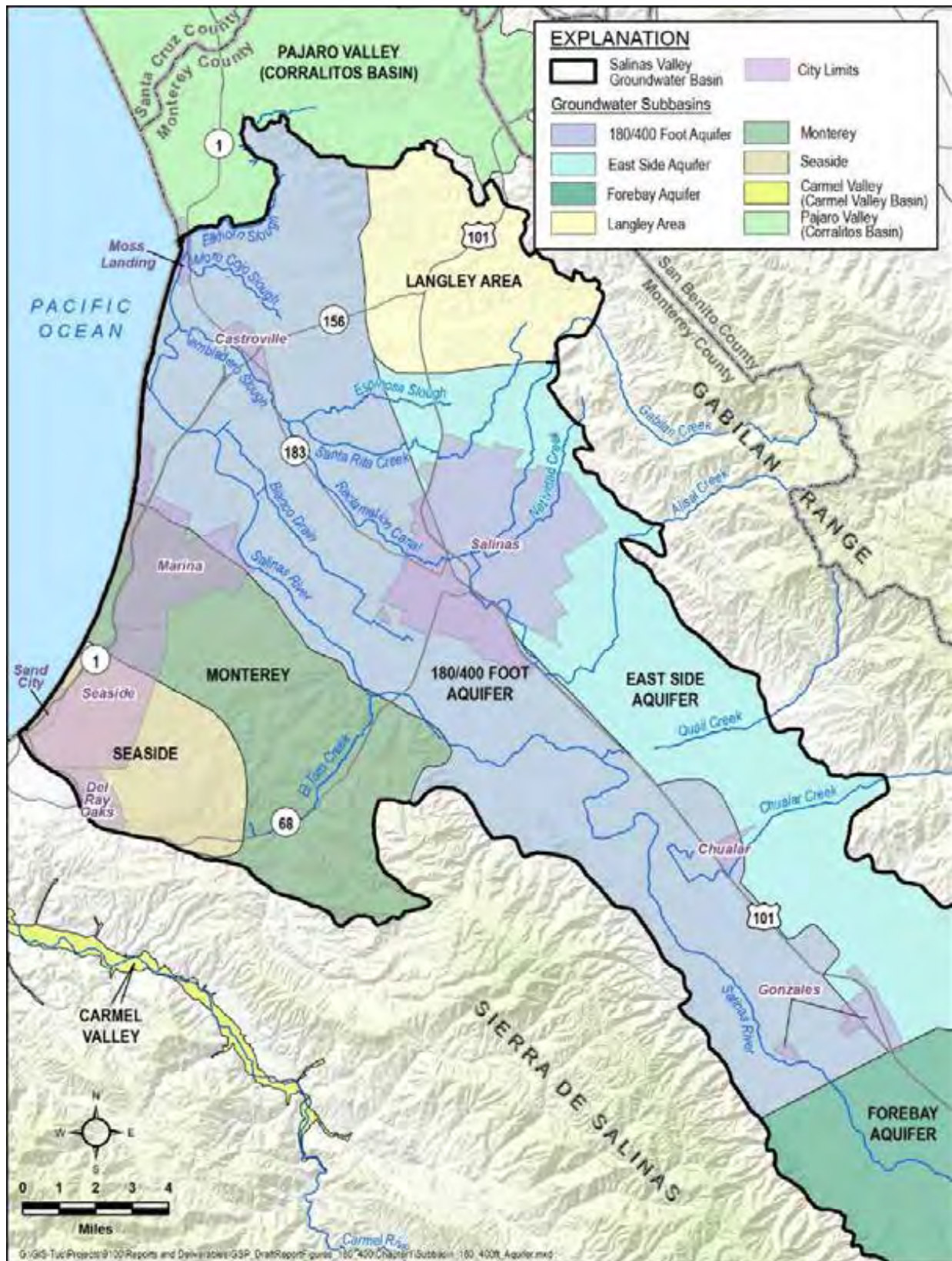


Figure 1. 180/400-Footer Aquifer Subbasin

ES-2 DESCRIPTION OF PLAN AREA (GSP CHAPTER 3)

The 180/400-Foot Aquifer Subbasin is a high-priority groundwater subbasin in northwestern Monterey County that includes the northern end of the Salinas River Valley. The Salinas River flows into the Subbasin from the south and discharges into Monterey Bay in the north. The majority of land in the Subbasin is used for agriculture, with lettuce, strawberries, and broccoli as the top three crops (Monterey County Agriculture Commissioner, 2018). The Subbasin contains the municipalities of Marina, Salinas, and Gonzales and the census-designated places of Castroville, Moss Landing, Elkhorn, Boronda, Spreckels, and Chualar.

Groundwater is the main water source in the Subbasin. The Salinas River and its tributaries provide limited surface water; and the Castroville Seawater Intrusion Project (CSIP) delivers a combination of groundwater, surface water, and recycled water from Monterey One Water to the coastal farmland surrounding Castroville. The primary water use sector is agriculture, which uses 85% of the water in the Subbasin. Most of the remaining water use is urban, with only minimal use by wetlands and native vegetation.

A significant number of existing groundwater and surface water monitoring programs active in the Subbasin will be directly incorporated into the GSP implementation. Ongoing monitoring programs include:

- CASGEM groundwater elevation monitoring
- Non-CASGEM groundwater elevation monitoring
- MCWRA's groundwater pumping annual reporting
- MCWRA's seawater intrusion monitoring
- Municipal, small water system, and agricultural groundwater quality monitoring
- Stream gauge measurements

ES-3 HYDROGEOLOGIC CONCEPTUAL MODEL (GSP CHAPTER 4)

Due to decades of extensive study and groundwater development, the structure and boundaries of the 180/400-Foot Aquifer Subbasin are relatively well-developed. The 180/400-Foot Subbasin is an alluvial basin with elevations that range from sea level at the coast to approximately 500 feet (NAVD88) along the Sierra de Salinas. Lateral boundaries between subbasins are determined in part by geologic structures and depositional changes that influence flow and interaction between basins and subbasins. The northern boundary of the 180/400-Foot Aquifer Subbasin follows the current course of Elkhorn Slough and corresponds to a paleo-drainage of the Salinas River (DWR, 2003) that limits groundwater flow between basins (Durbin, *et al.*, 1978). The boundary with the Langley Subbasin to the northeast is based on a topographic change from the valley floor to an elevated foothill area, but there is no hydraulic barrier to groundwater flow. To the east, hydraulic connectivity is restricted by depositional changes along the border with the Eastside Aquifer. To the southeast, there is hydraulic connectivity with the Forebay Subbasin. To the southwest, the boundary with the Monterey Subbasin is based on topographic rise that coincides with a buried trace of the Reliz fault, which may act as a groundwater flow barrier (Durbin *et al.* 1978); however, more data is needed to determine the extent of hydraulic connectivity. Finally, there is no hydraulic barrier between the 180/400-Foot Aquifer Subbasin and the Monterey Bay.

Vertically, the shallowest water-bearing sediments are not considered a principal aquifer because they are thin, laterally discontinuous, and a minor source of water. Groundwater in these shallow sediments is hydraulically connected to the Salinas River but poorly connected to the underlying productive principal aquifers – the 180-Foot, 400-Foot, and Deep Aquifers. The base of the shallow sediments is the Salinas Valley Aquitard, which overlies and confines the 180-Foot Aquifer. The 180-Foot Aquifer consists of interconnected sand and gravel beds that are 50 to 150 feet thick. Below the 180-Foot Aquifer, the 180/400-Foot Aquitard confines the 400-Foot Aquifer. The 400-Foot Aquifer is a relatively permeable horizon that is approximately 200 feet thick near Salinas, but variable throughout the Subbasin. Below the 400-Foot Aquifer the 400-Foot/Deep Aquitard, confines the Deep Aquifers, also referred to as the 900-Foot and 1500-Foot Aquifers. There are limited data available from the Deep Aquifers. The Subbasin does not have a well-defined base, and this GSP adopts the base of the Subbasin defined by the USGS (Durbin *et al.*, 1978).

Detailed aquifer property values (storativity, conductivity, and transmissivity) for each aquifer were not available at the time of GSP development, although estimates from calibrated groundwater models were available. The SVBGSA will fill this data gap during implementation. This GSP uses specific capacity data as a proxy for transmissivity data. The specific capacity data indicate that the 180-Foot Aquifer and the 400-Foot Aquifer are relatively transmissive aquifers with high well yields.

Natural groundwater recharge occurs through infiltration of surface water, deep percolation of excess applied irrigation water, and deep percolation of infiltrating precipitation. Recharge to the 180-Foot Aquifer is likely limited due to the low permeability of the Salinas Valley Aquitard. No mapped springs, seeps, or discharge to streams have been identified in the Subbasin. Some phreatophytes discharge groundwater through evapotranspiration in areas where the water table is sufficiently high.

The primary surface water body in the Subbasin is the Salinas River. Two reservoirs outside of the Subbasin, Lake Nacimiento and Lake San Antonio, control river flows and are important controls for managed aquifer recharge. Agricultural diversions have altered the Salinas River's hydrology, and the River no longer exhibits natural seasonal variation in flows.

ES-4 GROUNDWATER CONDITIONS (GSP CHAPTER 5)

General groundwater conditions in the Subbasin are described for current (after January 1, 2015) and historical conditions (before January 1, 2015), organized by DWR's six sustainability indicators.

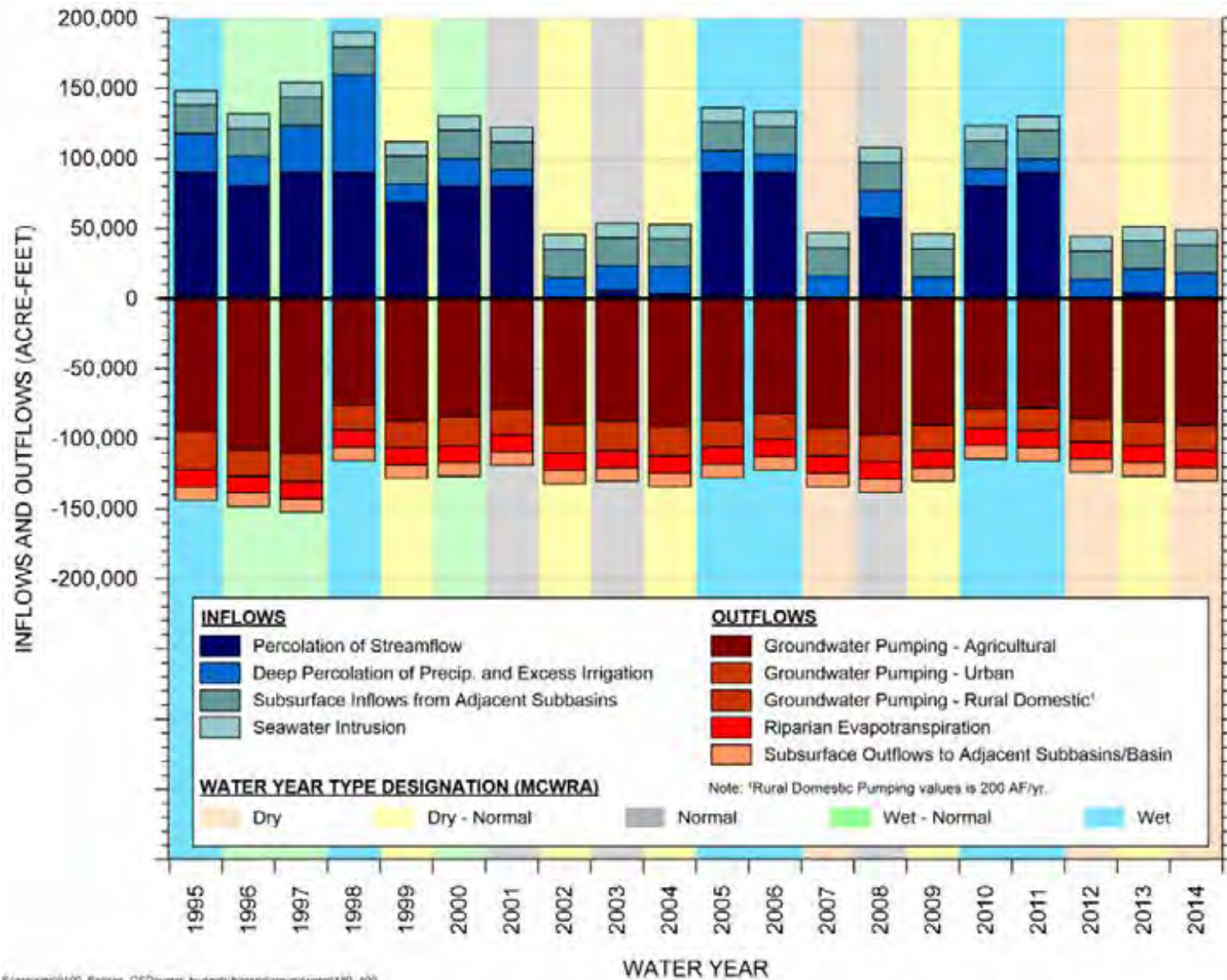
- **Groundwater Elevations** – Groundwater hydrographs show a general decline in groundwater elevations in the 180/400-Foot Aquifer Subbasin. Groundwater elevations have been chronically lowered due to pumping and are lowest during higher irrigation seasons. The lowered groundwater elevations are the cause of seawater intrusion in both the 180-Foot and the 400-Foot Aquifers.
- **Change in Groundwater Storage** – This GSP defines change in usable groundwater storage as the annual average increase or decrease in groundwater that can be safely used for domestic, industrial, or agricultural purposes. Change in usable groundwater storage is the sum of change in storage determined from groundwater elevation changes and the change in storage due to seawater intrusion. For the 180/400-Foot Aquifer Subbasin, the historical average annual loss of storage is approximately 11,700 AF/yr.
- **Seawater Intrusion** – The 180-Foot and 400-Foot Aquifers have been subject to seawater intrusion for more than 70 years. MCWRA and others have implemented projects to slow seawater intrusion; however, it remains an ongoing threat. Seawater intrusion is less extensive in the 400-Foot Aquifer than in the 180-Foot Aquifer; however, between 2013 and 2017, the area impacted by intrusion in the 400-Foot Aquifer increased from approximately 12,500 acres to 18,000 acres. To date, seawater intrusion has not been reported in the Deep Aquifers.
- **Groundwater Quality** – Elevated nitrate concentrations in groundwater were locally present in the 1960s and significantly increased in 1970s and 1980s. In 2005, nitrate levels exceeding the primary maximum contaminant level (MCL) were found in 32% of public water supply samples in the Salinas Valley Groundwater Basin (USGS, 2005). In 2018, nitrate levels exceeded the primary MCL in 26% of On-Farm Domestic Wells and 21% of Irrigation Supply Wells in the Subbasin (CCRWQCB, 2018), a majority of which originated from irrigated agricultural waste discharges. Other constituents found at levels of concern for either potable or irrigation uses include 1,2,3-trichloropropane, arsenic, cadmium, chloride, fluoride, hexavalent chromium, iron, manganese, methyl tert-butyl ether, perchlorate, total dissolved solids, and thallium.
- **Subsidence** – No measurable subsidence has been recorded anywhere in the Subbasin between June 2015 and June 2018.
- **Interconnected Surface Water** – Although the Salinas Valley Aquitard inhibits hydraulic connectivity between the 180/400-Foot Aquifer and Salinas River,

interconnection may exist in the two limited areas where groundwater is less than 20 feet below ground surface: near the southern boundary where the Salinas River enters the Subbasin and northern boundary where the River discharges into Monterey Bay. While this analysis is based on best available data, it contains significant uncertainty and data gaps that will be filled during GSP implementation.

ES-5 WATER BUDGETS (GSP CHAPTER 6)

Water budgets provide an accounting and assessment of the total annual volume of surface water and groundwater entering and leaving the Subbasin. This GSP presents three water budgets – historical (1995-2014), current (2015-2017), and projected. A surface water budget and a groundwater budget are presented for each time period. The groundwater budget is the budget for the entire groundwater system, including the shallow sediments and principal aquifers. It contains aggregate numbers for the Subbasin and is not differentiated spatially or by aquifer.

Historical and Current Water Budgets – Historical and current water budgets use best available data and tools to determine the water budget components; however, no groundwater model was available at the time of writing to produce an integrated historical and current water budget. Data include surface flow gauges, calculations from historical studies, precipitation records and estimated subsurface flows based on flow directions and hydraulic gradients. In 2020, the USGS will release its Salinas Valley Integrated Hydrologic Model (SVIHM). The historical and current water budgets will be updated to reflect the SVIHM output when it is released. Figure 2 summarizes annual average components of the historical groundwater water budget.



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Figure 2. Annual Average Historical Total Water Budget

The average loss in storage due to groundwater level fluctuations during the historical and current periods are approximately 400 AF/yr. and 600 AF/yr., respectively. Additionally, seawater intrusion decreases usable water by 10,500 AF/yr. To estimate the uncertainty of the budgets, the difference between the storage calculated based on groundwater budgets and storage estimated based on groundwater levels was calculated. Table 1 shows the main components of the historical and current groundwater budgets; and calculates the percent uncertainty for each budget. The relatively high percent uncertainty emphasizes the need to adopt the modeled historical groundwater budget when the historical SVIHM becomes available.

Table 1. Estimated Historical and Current Groundwater Budgets and Uncertainties

Groundwater Component	Historical Budget	Current Budget
Average Annual Inflow (AF/yr.)	89,900	60,400
Average Annual Outflow (AF/yr.)	129,800	130,800
Average Annual Change in Storage (AF/yr.)	-39,900	-70,400
Seawater Intrusion (AF/yr.)	-10,500	-10,500
Average Annual Change in Storage Based on Inflows and Outflows (AF/yr.)	-29,400	-59,900
Estimated Average Annual Change in Storage (AF/yr.) Based on MCWRA Water Level Measurements	-400	-600
Difference Between Budget and Estimated (AF/yr.)	-29,000	-59,300
Difference Between Budget and Estimated (% of Outflow)	22%	45%

Note: although seawater intrusion is identified as an inflow to quantify the overall basin water budget, it is not considered part of the sustainable yield.

The sustainable yield of the Subbasin is an estimate of the quantity of groundwater that can be pumped on a long-term average annual basis without causing a net decrease in storage. Sustainable yield is calculated as total pumping minus loss of storage. Based on the water budget, the historical sustainable yield of the Subbasin was 97,400 AF/yr., which is 10% less than the average annual pumping rate.

Projected Water Budgets – The projected water budgets are based on output from the operational version of the SVIHM that was provided by USGS. Because the projected water budgets are derived from a draft model, but the current and water budgets are not, the water budgets are not directly comparable due to differing analytical approaches. Two projected water budgets, one for 2030 and one for 2070, are developed from the draft operational SVIHM, which include climate change and sea level rise estimates. DWR’s climate change factors were adopted to account for 2030 and 2070 projected climate change. The projected water budgets are used to establish how sustainability will be achieved in the 20-year implementation period and

maintained over the 50-year planning and implementation horizon. The projected sustainable yield is the long-term management number once all undesirable results have been addressed. It is the sustainable yield that will continue to avoid all six undesirable results at that point, but is not the amount of pumping needed to stop undesirable results, which may be substantially less.

Table 2 lists the groundwater inflow and outflow components derived from the SVIHM and calculates the percent error. The percent error from the modeled, projected water budgets is substantially less than the percent error from the calculated historical or current water budgets. This demonstrates the utility of using a groundwater model for estimating water budgets.

Table 2. Average Annual Groundwater Budget and Groundwater Storage Change for Future Projections

GROUNDWATER BUDGET	Projected Climate Change Timeframe	
	2030 (AF/yr.)	2070 (AF/yr.)
Inflows		
Stream leakage	71,500	71,700
Deep Percolation	76,300	81,800
Interflow in Wells	20,400	20,900
Underflow from Monterey Subbasin	10,900	11,500
Underflow from East Side Subbasin	9,800	10,400
Underflow from Forebay Subbasin	5,300	5,300
Underflow from Langley Subbasin	1,800	1,800
Mountain front recharge	2,600	2,700
Underflow from Pajaro Valley Basin	100	100
Net mountain front recharge	1,700	1,800
Outflows		
Pumping	135,800	141,600
Drain Flows	7,100	8,000
Flow to Streams	1,800	1,900
Groundwater ET	35,100	36,700
Underflow to Ocean	800	700
Underflow to Monterey Subbasin	5,400	5,300
Underflow to East Side Subbasin	17,000	16,600
Underflow to Forebay Subbasin	300	300
Underflow to Langley Subbasin	100	100
Underflow to Upland Areas	900	900
Underflow to Pajaro	1,000	1,000
Groundwater Storage		
Groundwater Level Change	4,600	4,700
Seawater Intrusion	-3,500	-3,900
Total	1,100	800

	Projected Climate Change Timeframe	
Total Inflows	198,700	206,200
Total Outflows	-205,300	-213,100
Change in Storage	-6,600	-6,900
% Error	0.74%	0.81%

Based on these projections, pumping will need to be about 7% lower than projected pumping rates to meet the long-term sustainable yield. The projected water budgets can be interpreted as most likely future conditions; however, there is inherent uncertainty associated with using climate scenarios.

ES-6 MONITORING NETWORKS (GSP CHAPTER 7)

Monitoring networks are developed to promote the collection of data of sufficient quality, frequency, and distribution to characterize groundwater and related surface water conditions in the Subbasin and to evaluate changing conditions that occur as the Plan is implemented. The SVBGSA developed monitoring networks for each of the six sustainability indicators, based on existing monitoring sites. For some sustainability indicators, it is necessary to expand existing monitoring systems. Filling data gaps and developing more extensive and complete monitoring systems will improve the SVBGSA's ability to demonstrate sustainability and refine the hydrogeologic conceptual model.

- **Groundwater Elevations** are measured in designated monitoring wells that form a network sufficient to demonstrate groundwater occurrence, flow directions, and hydraulic gradients between principal aquifers and surface water features. The SVBGSA will build upon the existing California Statewide Groundwater Elevation Monitoring (CASGEM) network of wells, which have been regularly monitored by MCWRA.
- **Groundwater Storage** is measured by the annual amount of groundwater pumping. Monitoring includes municipal groundwater users and small water system pumping available from the State's Drinking Water Information Clearinghouse, agricultural pumping reported to the MCWRA and estimated using Monterey County crop data, and domestic pumping estimated based on number of domestic users.
- **Seawater Intrusion** is evaluated based on chloride concentration measured at a specific network of monitoring wells. Well data are collected and maintained by MCWRA, who produces chloride isocontour maps to provide an indication of the extent of seawater intrusion.
- **Groundwater Quality Distribution and Trends** are evaluated by monitoring groundwater quality at a network of existing water supply wells. Drinking water constituents of concern will be assessed at public water supply wells. Agricultural constituents of concern will be assessed at agricultural supply wells that are monitored through the Irrigated Lands Regulatory Program.
- **Land Subsidence** is assessed based on the land subsidence data DWR has collected with InSAR satellite data.
- **Interconnected Surface Water** depletion rates are estimated through modeling, and checked with shallow wells near areas of interconnection. Given the extremely limited monitoring data, the SVBGSA plans to install shallow wells to establish the level of

interconnection of the Salinas River with the underlying shallow sediments. The SVIHM will be used to assess the rate of streamflow exchange between the two systems.

The SVBGSA has developed a Data Management System (DMS) to store, review, and upload data collected as part of GSP development and implementation. The DMS includes a publicly accessible web-map hosted on the SVBGSA website; accessed at <https://svbgsa.org/gsp-web-map-and-data/>.

ES-7 SUSTAINABLE MANAGEMENT CRITERIA (GSP CHAPTER 8)

Sustainable Management Criteria (SMC) define the conditions that constitute sustainable groundwater management. A description of the SMC for each of the six sustainability indicators are include in Table 3. Each sustainability indicator includes:

- **Minimum thresholds** –specific, quantifiable values for each sustainability indicator used to define undesirable results (*i.e. indicators of unreasonable conditions that should not be exceeded*)
- **Measurable objectives** –specific, quantifiable goals that provide operational flexibility above the minimum thresholds (*i.e. goals the GSP is designed to achieve*)
- **Undesirable results** – Quantitative combinations of minimum thresholds

These SMC define the Subbasin’s future conditions and commit the GSA to actions that will meet these objectives.

Table 3. Sustainable Management Criteria Summary

<i>Sustainability Indicator</i>	<i>Measurable Objective</i>	<i>Minimum Threshold</i>	<i>Undesirable Result</i>
Chronic lowering of groundwater levels	Set to 2003 groundwater elevations	Set to 1 foot above 2015 groundwater elevations	Over the course of any one year, no more than 15% of groundwater elevation minimum thresholds shall be exceeded in any single aquifer and no one well shall exceed its minimum threshold for more than two consecutive years. Allows two exceedances in the 180-Foot aquifer and two exceedances in the 400-Foot aquifer.
Reduction in groundwater storage	Pumping set to the estimated long-term future sustainable yield of 112,000 AF/yr. for the entire 180/400-Foot Aquifer Subbasin (Minimum thresholds and measurable objectives are identical)		During average hydrogeologic conditions, and as a long-term average over all hydrogeologic conditions, the total groundwater pumping shall not exceed the minimum threshold.
Seawater intrusion	The line defined by Highway 1 for the 180-Foot, 400-Foot, and Deep Aquifers	The 2017 extent of 500 mg/L chloride isocontour for the 180- and 400-Foot Aquifers, and the line defined by Highway 1 for the Deep Aquifers	On average in any one year there shall be no mapped seawater intrusion beyond the 2017 extent of the 500 mg/L chloride isocontour.
Degraded groundwater quality	Minimum threshold is zero additional exceedances of groundwater quality constituents of concern known to exist in the subbasin above drinking water or agricultural limits. (Minimum thresholds and measurable objectives are identical)		On average during any one year, no groundwater quality minimum threshold shall be exceeded as a direct result of projects or management actions taken as part of GSP implementation.
Subsidence	Minimum threshold is zero net long-term subsidence. (Minimum thresholds and measurable objectives are identical)		In any one year, there will be zero exceedances of the groundwater elevation proxy minimum thresholds based on average groundwater levels.
Depletion of interconnected surface water	Set to the estimated average historical rate of stream depletion, adjusted for climate change. This is currently estimated to be 69,700 acre-feet per year for future conditions including climate change. (Minimum thresholds and measurable objectives are identical)		During average hydrogeologic conditions, and as a long-term average over all hydrogeologic conditions, the depletion of interconnected surface waters shall not exceed the minimum threshold.

ES-8 PROJECTS AND MANAGEMENT ACTIONS (GSP CHAPTER 9)

This GSP identifies projects and actions that provide stakeholders with options to reach sustainability. The set of projects and actions achieve the following objectives:

- Achieving groundwater sustainability by meeting Subbasin-specific SMC by 2040
- Creating equity between who benefits from projects and who pays for projects
- Establishing a source of funding for project implementation
- Providing incentives to constrain groundwater pumping within limits

The projects and actions included in the GSP are defined as a toolbox of options. The GSP demonstrates that sufficient options exist to reach sustainability. Specific details need to be developed for stakeholders to determine which projects and actions to implement. The projects and management actions described in this GSP constitute an integrated management program for the entire Salinas Valley Groundwater Basin.

Water Charges Framework – This GSP proposes a water charges framework that provides incentives to constrain groundwater pumping to the sustainable yield while generating funds for project implementation. The framework creates sustainable pumping allowances, charging a Tier 1 Sustainable Pumping Charge for pro-rata shares of sustainable yield, Tier 2 Transitional Pumping Charge to help users transition to pumping allowances, and higher Tier 3 Supplementary Pumping Charge for using more water. Pumping allowances are not water rights, but would be established to incentivize pumping reductions.

Management Actions – This GSP identifies six management actions that are the most reliable, implementable, cost-effective, and acceptable to stakeholders. The six management actions include:

- Agricultural land and pumping allowance retirement
- Outreach and education for agricultural best management practices
- Reservoir reoperation
- Restrict pumping in CSIP area
- Support and strengthen Monterey County restrictions on additional wells in the Deep Aquifers
- Establish a seawater intrusion technical working group

Specific Projects Prioritized for Integrated Management of the Salinas Valley – This GSP identifies nine priority projects, categorized below by type of project. A preliminary ranking

based on cost effectiveness is noted after each project. These rankings may change after project details are refined during GSP implementation.

Project Type 1: In-lieu recharge through direct delivery of water to replace groundwater pumping – projects that use available water supplies for irrigation in lieu of groundwater

- Optimize CSIP Operations (ranked #2 in terms of cost effectiveness)
- Modify Monterey One Water Recycled Water Plant (ranked #3 in terms of cost effectiveness)
- Expand Area Served by CSIP (ranked #4 in terms of cost effectiveness)
- Maximize Existing SRDF Diversion (ranked #5 in terms of cost effectiveness)

Project Type 2: Direct recharge through recharge basins or wells (also commonly referred to as Managed Aquifer Recharge) – projects that fill large artificial ponds with water to percolate from the basin into the groundwater system or construct injection wells

- 11043 Diversion Facilities Phase I: Chualar (ranked #7 in terms of cost effectiveness)
- 11043 Diversion Facilities Phase II: Soledad (ranked #8 in terms of cost effectiveness)
- SRDF Winter Flow Injection (ranked #9 in terms of cost effectiveness)

Project Type 3: Indirect recharge through decreased evapotranspiration or increased infiltration – projects to remove invasive species from riparian corridors to decrease evapotranspiration or to capture stormwater to increase percolation

- Invasive Species Eradication (ranked #1 in terms of cost effectiveness)

Project Type 4: Hydraulic barrier to control seawater intrusion – projects to construct a hydraulic barrier consisting of a series of wells drilled a short distance inland, aligned parallel to the coast. It could be operated as a recharge barrier that injects water into the wells, or an extraction barrier that pumps water from wells. Both approaches would create a hydraulic barrier to seawater intrusion

- Seawater Intrusion Pumping Barrier (ranked #6 in terms of cost effectiveness)

Additionally, the GSA identified a number of alternative projects that could help achieve sustainability if needed, including desalinizing water from the seawater barrier extraction wells, recharging local runoff from Eastside Range, injecting winter potable reuse water, and seasonally storing water in 180/400-Foot Aquifer.

Other Groundwater Management Activities – Although not specifically funded or managed by the SVBGSA, a number of associated groundwater management activities will be promoted and encouraged by the SVBGSA as part of general good groundwater management practices. These include: promoting agricultural best management practices, continuing urban and rural

residential conservation, promoting stormwater capture, supporting well destruction policies, and watershed protection and management.

Mitigation of Overdraft – The water charges framework is specifically designed to promote pumping reductions. Should adequate pumping reductions not be achieved to mitigate all overdraft, funds collected through the water charges framework will support recharge of imported water, either through direct recharge or in-lieu means. Potential projects to mitigate overdraft include: invasive species eradication, optimizing CSIP, modifying Monterey One Water Plant, expanding CSIP area, maximizing the existing SRDF, a seawater intrusion barrier, and SRDF winter flows.

ES-9 IMPLEMENTATION (GSP CHAPTER 10)

This GSP lays out a roadmap for addressing all of the activities needed for GSP implementation between 2020 and 2040, focusing mainly on the activities between 2020 and 2025. Implementing this GSP requires the following formative activities:

- **Monitoring and Reporting** – This activity will begin immediately following adoption of the GSP and will rely primarily on existing monitoring programs. Monitoring data will be stored in the DMS and will be routinely evaluated to ensure progress is being made toward sustainability and to identify whether undesirable results are occurring. The GSA will submit to DWR and make publicly available: annual reports, Five-Year GSP Assessment Reports, and GSP Periodic Evaluations and Assessment.
- **Refining and Implementing the Water Charges Framework** – Long-term GSP implementation will be funded through the water charges framework described in this GSP, or in combination with other financing methods where appropriate. Details of the framework for will be developed during the first three years of this GSP’s implementation through a facilitated process.
- **Addressing Identified Data Gaps** – An aquifer properties assessment and deep aquifers investigation will be conducted to address key data gaps.
- **Expanding and Improving the Existing Monitoring Networks** – Monitoring networks will be expanded and enhanced to provide more robust data on the sustainability indicators.
- **Updating the Data Management System** – As new information is collected during monitoring and provided by local stakeholders, the GSA will update the DMS and make publicly available via the web application.
- **Implementing the New Upcoming USGS Groundwater Model for the Salinas Valley (SVIHM)** – The USGS is currently working on revising and calibrating the SVIHM. When available, it will be used to revisit water budgets, update estimated sustainable yield, develop numerical minimum thresholds for interconnected surface water depletion, and more rigorously evaluate benefits of projects and management actions.
- **Refining and Implementing Projects and Management Actions** – The SVBGSA will refine projects and actions during the first three years of implementation. These projects and actions depend in part on the five subbasins in the Valley that will not complete GSPs until January 2022.

The SVBGSA estimates that planned activities will cost \$11,406,100 over the first five years of implementation (an estimated \$2,281,220 per year). Of this, \$1,783,500 are costs directly attributable to the 180/400-Foot Aquifer Subbasin and \$9,622,600 are Valley-wide costs. These

costs include routine administrative operations, public outreach, supplemental hydrogeologic investigations to address data gaps, improvements to the monitoring networks (including installation of new monitoring wells), annual monitoring and reporting of sustainability conditions, and early planning efforts.

Implementing the 180/400-Foot Aquifer Subbasin GSP must be integrated with the implementation of the five other GSPs in the Salinas Valley. The general implementation schedule refines details of the water charges framework, the sustainability projects, and the management actions during the first three years of implementation as the five other subbasin GSPs are produced. This will ensure the 180/400-Foot Aquifer Subbasin GSP is implemented in coordination with the other Valley subbasins, while at the same time moving ahead with negotiating implementation details.

ES-10 PUBLIC OUTREACH (GSP CHAPTER 11)

The SVBGSA designed all phases of SGMA implementation to be open collaborative processes with active stakeholder engagement that allow stakeholders and public participants opportunities to provide input and to influence the planning and development process. The four main phases consist of:

- **GSA Formation and Coordination** – from 2015-2017, local agencies and stakeholders worked with the Consensus Building Institute to facilitate the formation of the SVBGSA.
- **GSP Preparation and Submission** – starting in 2017, the GSA developed this GSP and will continue to develop the five other subbasin GSPs through the January 2022 deadline.
- **GSP Review and Evaluation** – the GSA engaged in a public review process of the full draft prior to submission, giving stakeholders an opportunity to provide feedback and comments, and DWR will also give stakeholders a 60-day comment period after submission.
- **Implementation and Reporting** – following submission of the GSP to DWR, the SVBGSA will begin implementation efforts to reach sustainability within the basin.

Public participation is supported by the development of an interactive website that allows access to all planning and meeting materials, data sets, and meeting notifications. The website can be accessed at: <https://svbgsa.org>.

to be held by both GSAs pursuant to Water Code §10728.4. The adopted GSP will be submitted to DWR for an additional public comment period and DWR's review.

JURISDICTIONAL INFORMATION

Coordination efforts have resulted in the resolution of GSA overlap issues between SVBGSA and MCWD GSA. However, GSA overlap issues remain between SVBGSA and the Marina GSA, for a 398-acre area located at the western end of the 180/400 Foot Subbasin within the jurisdictional limits of the City of Marina and outside of MCWD's jurisdictional boundary. This overlap will need to be resolved prior to DWR's acceptance of the GSP. If unresolved, the basin will be designated as probationary after January 31, 2020, and subject to state intervention. During recent discussions, SVBGSA representatives indicated that they anticipate that Monterey County will declare this area as unmanaged and will become the GSA for this area pursuant to Water Code §10724, which would eliminate the outstanding overlap issue.

TECHNICAL OVERVIEW OF 180/400 GSP

Pursuant to SGMA, the 180/400 GSP provides an overview of basin conditions including:

- the estimated basin water budget and sustainable yield;
- identification of undesirable results caused by groundwater conditions (e.g., chronic decline in water levels, seawater intrusion, degraded water quality);
- identification of measurable objectives, minimum thresholds, monitoring requirements, and data gaps;
- projects and management actions; and
- GSP Implementation.

Further discussion regarding each of these topics is provided below.

Estimated Water budget

The GSP concludes that the 180/400 Foot Aquifer Subbasin is in overdraft. The GSP estimates the basin sustainable yield is between 95,000 acre-feet per year (AFY) and 112,000 AFY. Current and predicted future rates of groundwater extraction range between 108,300 AFY and 120,600 AFY. Therefore, a 7% to 12% reduction in pumping is required to stabilize declining groundwater elevations in the subbasin. The GSP notes that the estimated values are very preliminary as the regional numerical model – the Salinas Valley Integrated Hydrologic Model (SVIHM) – has not been made available to the GSAs. The United States Geological Survey (USGS) predicts that the model will be made available in the spring of 2020, after which time additional analyses regarding water budget can be completed.

Undesirable Results

SGMA requires that the GSP analyze six potential (6) undesirable results within the basin, based on groundwater conditions including:

- 1) lowering of groundwater levels
- 2) reduction in groundwater storage
- 3) seawater intrusion
- 4) groundwater quality degradation
- 5) land subsidence, and
- 6) depletion of Interconnected surface waters.

The GSP analyzes each of these potential undesirable results and identifies measurable objectives and minimum thresholds that will allow the basin to achieve sustainability. Lowering of groundwater levels and seawater intrusion are the most critical undesirable results identified in the 180/400 Foot Aquifer Subbasin.

Measurable Objectives and Minimum Thresholds

Measurable objectives and minimum thresholds are established independently within the GSP for each sustainability indicator and are summarized in Chapter 8 of the GSP. With regard to groundwater levels, identified measurable objectives and minimum thresholds include:

- the measurable objective is bringing groundwater levels back to 2003 levels, and
- the minimum threshold is maintaining groundwater levels at one foot above 2015 elevations.

With regard to seawater intrusion, identified measurable objectives and minimum thresholds include:

- the measurable objective is bringing the 500 mg/L chloride isocontour line in the 180-Foot and 400-Foot Aquifers back to Highway 1.
- the minimum threshold is maintaining the current (2017) chloride isocontour line location, and
- another minimum threshold is not allowing the chloride isocontour line in Deep Aquifer to move beyond Highway 1.

Preliminary monitoring networks are established to verify that these measurable objectives are being met. However, data gaps in these monitoring networks, particularly in the Deep Aquifer are identified and will need to be addressed over the next 3 to 5 years to verify that these sustainability indicators are being met.

Management Actions and Potential Projects

Chapter 9 of the GSP identifies a series of potential projects and management actions to address the identified undesirable results. A list of these projects and actions as well as estimated implementation costs for each of these actions is provided below.

Management Actions & Projects		Estimated Total Project Cost		Estimated Unit Cost per Acre Feet of Water
		Capital	O&M	
<u>Management Actions</u>				
1	Agricultural Land and Pumping Allowance Retirement	NA		\$680 to 1,820
2	Outreach and Education for Agricultural BMPs	\$100,000		NA
3	Reservoir Reoperation	\$150,000		NA
4	Restrict Pumping in CSIP Area	\$100,000		NA
5	Support and Strengthen MCWRA Restrictions on Additional Wells in the Deep Aquifers	\$160,000		NA
6	Seawater Intrusion Working Group	\$250,000		NA

<u>Priority Projects</u>				
1	Invasive Species Eradication	\$35,230,000	\$325,000	\$160
2	Optimize CSIP Operations	\$16,400,000	\$200,000	\$270
3	Modify M1W Recycled Water Plant	\$1,493,000	NA	\$90
4	Expand Area Served by CSIP	\$73,366,000	\$480,000	\$630
5	Maximize Existing SRDF Diversion	\$0	\$2,500,000	\$220
6	Seawater Intrusion Pumping Barrier	\$102,389,000	\$9,800,000	NA
7	11043 Diversion Facilities Phase I: Chualar	\$47,654,000	\$2,296,000	\$750
8	11043 Diversion Facilities Phase II: Soledad	\$60,578,000	\$5,050,000	\$880
9	SRDF Winter Flow Injection	\$51,191,000	\$7,629,000	\$590
<u>Alternative Projects</u>				
1	Desalinate Water from the Seawater Barrier Extraction Wells	\$182,000,000	\$9,890,000	\$2,440
2	Recharge Local Runoff from Eastside Range	\$60,340,800	\$1,261,000	\$1,709
3	Winter Potable Reuse Water Injection	\$35,300,000	\$500,000	\$2,250
4	Use the Upper Portion of the 180/400-Foot Aquifer Subbasin for Seasonal Storage	\$7,845,000	\$723,000	\$370

These projects and programs are part of a cohesive set of regional projects and programs designed to achieve sustainability throughout the entire Salinas Valley Groundwater Basin. One of these potential projects includes the construction of a pumping barrier along Highway 1 to control seawater intrusion. However, the 180/400 GSP also discusses other options such as additional temporary pumping reductions or projects to raise groundwater levels in order to control seawater intrusion. The formation of a Seawater Intrusion Working Group is recommended to further assess such actions.

180/400 GSP IMPLEMENTATION

Many key implementation details remain unresolved in the 180/400 GSP. In particular, the 180/400 GSP does not identify the specific management actions or projects that will be implemented to achieve sustainability. However, the GSP does provide an overview of basin conditions, data gaps, known undesirable results, and minimum thresholds and sustainability goals that must be reached by 2040. It also provides a framework for identifying which management actions and projects will be implemented and provides a timeline (i.e., 3 to 5 years) for resolving many key issues. Actions to be performed during this timeframe include:

- (1) completion of GSPs for all other Salinas Valley Subbasins;
- (2) filling of identified data gaps;
- (3) negotiation of a water charges framework and pumping allowances; and
- (4) selection of projects and management actions based on stakeholder input, as well as need and fees.

The SVBGSA GSP did not contemplate the Monterey Peninsula Water Supply Project as a Project that will be implemented at this time and did not look at impacts.

MCWD GSA COMMENTS

MCWD GSA has provided extensive comments on the GSP. Copies of these comments are included in Attachment B and are tracked in SVBGSA's list of public comments at https://svbgsa.org/wp-content/uploads/2019/11/Combined_Comments-Excel_20191119.pdf as well as list of public letters at <https://svbgsa.org/wp-content/uploads/2019/12/Web-posting-12-2-19.pdf>. These comments have been reviewed with SVBGSA. Although some comments have been specifically addressed and/or are acknowledged as data gaps, the majority have been identified for future resolution during the GSP implementation process. For example, one of the key issues identified in MCWD GSA's comments is the absence of information included in the GSP regarding the Deep Aquifer. MCWD representatives have pointed out that available data from the Monterey County Water Resources Agency shows strong inland gradients and continuing water level declines in the Deep Aquifer. The GSP identifies information related to the Deep Aquifer as a significant data gap and calls for strengthening of the County's restrictions on Deep Aquifer well installation until more information is known about the Deep Aquifer. No potential projects or limitations on rates of groundwater extraction from the Deep Aquifer are currently proposed in the GSP. However, additional investigations are proposed for completion over the next 3 years to further evaluate conditions within the Deep Aquifer. The SVBGSA plans to adopt the findings of the Monterey County Water Resource Agency's deep aquifer investigation¹ and expand its monitoring network in the Deep Aquifer. It is anticipated that these investigations will facilitate the development of sustainable management criteria and sustainable yield for the Deep Aquifer. Once these sustainability management criteria are developed the need for further management actions and or projects will need to be assessed.

SGMA requires annual reports and 5-year assessments be submitted to DWR for medium and high priority basins. Each 5-year assessment must describe²:

- current groundwater conditions for each relevant sustainability indicator
- implementation of any projects or management actions
- re-evaluation of basin setting
- monitoring network and any data gaps
- any proposed GSP amendments, and
- any actions taken by the GSA to achieve sustainability for the basin

Any proposed amendments to the GSP will need to be adopted by the basin GSAs.

Therefore, MCWD GSA will need to closely review and coordinate with SVBGSA during the implementation phase of the GSP to verify that issues MCWD has identified are addressed as part of the 5-year assessments prepared for the 180/400 Foot Aquifer Subbasin. The 1st Five Year Assessment is due for submittal in 2025.

CONTINUED COORDINATION

MCWD is well positioned to continue inter-basin coordination with SVBGSA during the GSP implementation phase. Additional funding has been requested under the Sustainable Groundwater Planning Grant Program – Round 3 (Proposition 68) Solicitation for MCWD to participate in the

¹ The Monterey County Board of Supervisors directed Monterey County Water Resources Agency to conduct a comprehensive investigation of the Deep Aquifers on April 24, 2018.

² GSP Regulations §356.4

180/400 Foot Aquifer Subbasin GSP implementation and complete the Monterey Subbasin GSP in coordination with SVBGSA by 2022. MCWD GSA in coordination with SVBGSA has also requested Proposition 68 funds to allow the development of a more refined groundwater model of the Monterey Subbasin, and a dual density model that can be used to better evaluate the effects of the pumping barrier, and other projects and management actions on controlling seawater intrusion. The scope of work included in this proposal includes the establishment of a Modeling Agreement, that will facilitate aforementioned modeling efforts within the Monterey Subbasin and with other Salinas Valley subbasins.

Figures

Figure 1: MCWD GSA

Attachments:

Attachment A: Executive Summary of the 180/400 Foot Aquifer Subbasin GSP

Attachment B: MCWD Comment Letters to 180/400 Foot Aquifer Subbasin GSP Draft Chapters

6 December 2019

MEMORANDUM

To: Patrick Breen, Marina Coast Water District (MCWD)
Keith Van Der Maaten, Marina Coast Water District

From: Vera H. Nelson, P.E., EKI Environment & Water, Inc. (EKI)
Tina Wang, P.E., EKI Environment & Water, Inc.

Subject: Information for Staff Report Regarding Public Hearing and Adoption of the
180/400 Foot Aquifer Subbasin Groundwater Sustainability Plan
(EKI B60094.03)

BACKGROUND

The Sustainable Groundwater Management Act (SGMA) of 2014 requires groundwater basins or subbasins that are designated as medium or high priority to be managed sustainably. The District formed a Groundwater Sustainability Agency (MCWD GSA) in 2014 that primarily overlies the medium-priority Monterey Subbasin and a portion of the high-priority 180/400 Foot Aquifer Subbasin (Figure 1). The Seaside Subbasin is an adjudicated basin and therefore is not subject to SGMA.

The 180/400 Foot Aquifer Subbasin is designated as a high priority basin subject to critical conditions of overdraft and therefore must be by managed under a Groundwater Sustainability Plan (GSP) or GSPs by January 31, 2020. The Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) has been developing the 180/400 Foot Aquifer Subbasin GSP (180/400 GSP or GSP) in coordination with MCWD GSA.

On March 21, 2018, the 180/400 GSP's initial notification was uploaded to California Department of Water Resource's (DWR's) SGMA portal pursuant to GSP Regulations §353.6. A MCWD staff member was elected to serve on SVBGSA's Advisory Committee and MCWD GSA has provided comments on each draft GSP chapter as it has been released. Additionally, MCWD GSA and SVBGSA representatives have met regularly during GSP development to discuss issues and comments.

The final draft 180/400 GSP was released on 10 November 2019 and is available for viewing at <https://svbgsa.org/groundwater-sustainability-plan/180-400-ft-aquifer/>. The GSP Executive Summary is attached hereto. SVBGSA accepted written comments on the final draft 180/400 GSP

for a 45-day public comment period following the release of the final draft of the 180/400 GSP. MCWD GSA provided final comments on the document, which were verbally discussed and agreed to by SVBGSA representatives on December 4, 2019. The SVBGSA Board of Directors will hold a public hearing to consider adoption of the GSP on December 12, 2019; which may be continued to the January 9, 2020 meeting.

DISCUSSION

The 180/400 GSP covers both SVBGSA and MCWD GSA areas and therefore must be adopted by both GSAs no later than January 31, 2020. The adoption must follow public hearings to be held by both GSAs pursuant to Water Code §10728.4. The adopted GSP will be submitted to DWR for an additional public comment period and DWR's review.

JURISDICTIONAL INFORMATION

Coordination efforts have resulted in the resolution of GSA overlap issues between SVBGSA and MCWD GSA. However, GSA overlap issues remain between SVBGSA and the Marina GSA, for a 398-acre area located at the western end of the 180/400 Foot Subbasin within the jurisdictional limits of the City of Marina and outside of MCWD's jurisdictional boundary. This overlap will need to be resolved prior to DWR's acceptance of the GSP. If unresolved, the basin will be designated as probationary after January 31, 2020, and subject to state intervention. During recent discussions, SVBGSA representatives indicated that they anticipate that Monterey County will declare this area as unmanaged and will become the GSA for this area pursuant to Water Code §10724, which would eliminate the outstanding overlap issue.

TECHNICAL OVERVIEW OF 180/400 GSP

Pursuant to SGMA, the 180/400 GSP provides an overview of basin conditions including:

- the estimated basin water budget and sustainable yield;
- identification of undesirable results caused by groundwater conditions (e.g., chronic decline in water levels, seawater intrusion, degraded water quality);
- identification of measurable objectives, minimum thresholds, monitoring requirements, and data gaps;
- projects and management actions; and
- GSP Implementation.

Further discussion regarding each of these topics is provided below.

Estimated Water budget

The GSP concludes that 180/400 Foot Aquifer Subbasin is in overdraft. The GSP estimates the basin sustainable yield is between 95,000 acre-feet per year (AFY) and 112,000 AFY. Current and predicted future rates of groundwater extraction range between 108,300 AFY and 120,600 AFY.

Therefore, a 7% to 12% reduction in pumping is required to stabilize declining groundwater elevations in the subbasin. The GSP notes that the estimated values are very preliminary as the regional numerical model – the Salinas Valley Integrated Hydrologic Model (SVIHM) – has not been made available to the GSAs. The United States Geological Survey (USGS) predicts that the model will be made available in the spring of 2020, after which time additional analyses regarding water budget can be completed.

Undesirable Results

SGMA requires that the GSP analyze six potential (6) undesirable results within the basin, based on groundwater conditions including:

- 1) lowering of groundwater levels
- 2) reduction in groundwater storage
- 3) seawater intrusion
- 4) groundwater quality degradation
- 5) land subsidence, and
- 6) depletion of Interconnected surface waters.

The GSP analyzes each of these potential undesirable results and identifies measurable objectives and minimum thresholds that will allow the basin to achieve sustainability. Lowering of groundwater levels and seawater intrusion are the most critical undesirable results identified in the 180/400 Foot Aquifer Subbasin.

Measurable Objectives and Minimum Thresholds

Measurable objectives and minimum thresholds are established independently within the GSP for each sustainability indicator and are summarized in Chapter 8 of the GSP. With regard to groundwater levels, identified measurable objectives and minimum thresholds include:

- bringing groundwater levels back to 2003 levels, and
- maintaining groundwater levels at one foot above 2015 elevations.

With regard to seawater intrusion, identified measurable objectives and minimum thresholds include:

- bringing the 500 mg/L chloride isocontour line in the 180-Foot and 400-Foot Aquifers back to Highway 1.
- maintaining the current (2017) chloride isocontour line location, and
- not allowing the chloride isocontour line in Deep Aquifer to move beyond Highway 1.

Preliminary monitoring networks are established to verify that these measurable objectives are being met. However, data gaps in these monitoring networks, particularly in the Deep Aquifer are identified and will need to be addressed over the next 3 to 5 years to verify that these sustainability indicators are being met.

Management Actions and Potential Projects

Chapter 9 of the GSP identifies a series of potential projects and management actions to address the identified undesirable results. A list of these projects and actions as well as estimated implementation costs for each of these actions is provided below.

Management Actions & Projects		Estimated Total Project Cost		Estimated Unit Cost per Acre Feet of Water
		Capital	O&M	
<u>Management Actions</u>				
1	Agricultural Land and Pumping Allowance Retirement	NA		\$680 to 1,820
2	Outreach and Education for Agricultural BMPs	\$100,000		NA
3	Reservoir Reoperation	\$150,000		NA
4	Restrict Pumping in CSIP Area	\$100,000		NA
5	Support and Strengthen MCWRA Restrictions on Additional Wells in the Deep Aquifers	\$160,000		NA
6	Seawater Intrusion Working Group	\$250,000		NA
<u>Priority Projects</u>				
1	Invasive Species Eradication	\$35,230,000	\$325,000	\$160
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3	Modify M1W Recycled Water Plant	\$1,493,000	NA	\$90
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4	Use the Upper Portion of the 180/400-Foot Aquifer Subbasin for Seasonal Storage	\$7,845,000	\$723,000	\$370

These projects and programs are part of a cohesive set of regional projects and programs designed to achieve sustainability throughout the entire Salinas Valley Groundwater Basin. One of these potential projects includes the construction of a pumping barrier along Highway 1 to control seawater intrusion. However, the 180/400 GSP also discusses other options such as

additional temporary pumping reductions or projects to raise groundwater levels in order to control seawater intrusion. The formation of a Seawater Intrusion Working Group is recommended to further assess such actions.

180/400 GSP IMPLEMENTATION

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- (1) completion of GSPs for all other Salinas Valley Subbasins;
- (2) filling of identified data gaps;
- (3) negotiation of a water charges framework and pumping allowances; and
- (4) selection of projects and management actions based on stakeholder input, as well as need and fees.

MCWD GSA COMMENTS

MCWD GSA has provided extensive comments on the GSP. Copies of these comments are included in Attachment B and are tracked in SVBGSA's list of public comments at https://svbgsa.org/wp-content/uploads/2019/11/Combined_Comments-Excel_20191119.pdf as well as list of public letters at <https://svbgsa.org/wp-content/uploads/2019/12/Web-posting-12-2-19.pdf>. These comments have been reviewed with SVBGSA. Although some comments have been specifically addressed and/or are acknowledged as data gaps, the majority have been identified for future resolution during the GSP implementation process. For example, one of the key issues identified in MCWD GSA's comments is the absence of information included in the GSP regarding the Deep Aquifer. MCWD representatives have pointed out that available data from the Monterey County Water Resources Agency shows strong inland gradients and continuing water level declines in the Deep Aquifer. The GSP identifies information related to the Deep Aquifer as a significant data gap and calls for strengthening of the County's restrictions on Deep Aquifer well installation until more information is known about the Deep Aquifer. No potential projects or limitations on rates of groundwater extraction from the Deep Aquifer are currently proposed in the GSP. However, additional investigations are proposed for completion over the next 3 years to further evaluate conditions within the Deep Aquifer. The SVBGSA plans to adopt

the findings of the Monterey County Water Resource Agency's deep aquifer investigation¹ and expand its monitoring network in the Deep Aquifer. It is anticipated that these investigations will facilitate the development of sustainable management criteria and sustainable yield for the Deep Aquifer. Once these sustainability management criteria are developed the need for further management actions and or projects will need to be assessed.

SGMA requires annual reports and 5-year assessments be submitted to DWR for medium and high priority basins. Each 5-year assessment must describe²:

- current groundwater conditions for each relevant sustainability indicator
- implementation of any projects or management actions
- re-evaluation of basin setting
- monitoring network and any data gaps
- any proposed GSP amendments, and
- any actions taken by the GSA to achieve sustainability for the basin

Any proposed amendments to the GSP will need to be adopted by the basin GSAs.

Therefore, MCWD GSA will need to closely review and coordinate with SVBGSA during the implementation phase of the GSP to verify that issues MCWD has identified are addressed as part of the 5-year assessments prepared for the 180/400 Foot Aquifer Subbasin. The 1st Five Year Assessment is due for submittal in 2025.

CONTINUED COORDINATION

MCWD is well positioned to continue inter-basin coordination with SVBGSA during the GSP implementation phase. Additional funding has been requested under the Sustainable Groundwater Planning Grant Program – Round 3 (Proposition 68) Solicitation for MCWD to participate in the 180/400 Foot Aquifer Subbasin GSP implementation and complete the Monterey Subbasin GSP in coordination with SVBGSA by 2022. MCWD GSA in coordination with SVBGSA has also requested Proposition 68 funds to allow the development of a more refined groundwater model of the Monterey Subbasin, and a dual density model that can be used to better evaluate the effects of the pumping barrier, and other projects and management actions on controlling seawater intrusion. The scope of work included in this proposal includes the establishment of a Modeling Agreement, that will facilitate aforementioned modeling efforts within the Monterey Subbasin and with other Salinas Valley subbasins.

¹ The Monterey County Board of Supervisors directed Monterey County Water Resources Agency to conduct a comprehensive investigation of the Deep Aquifers on April 24, 2018.

² GSP Regulations §356.4

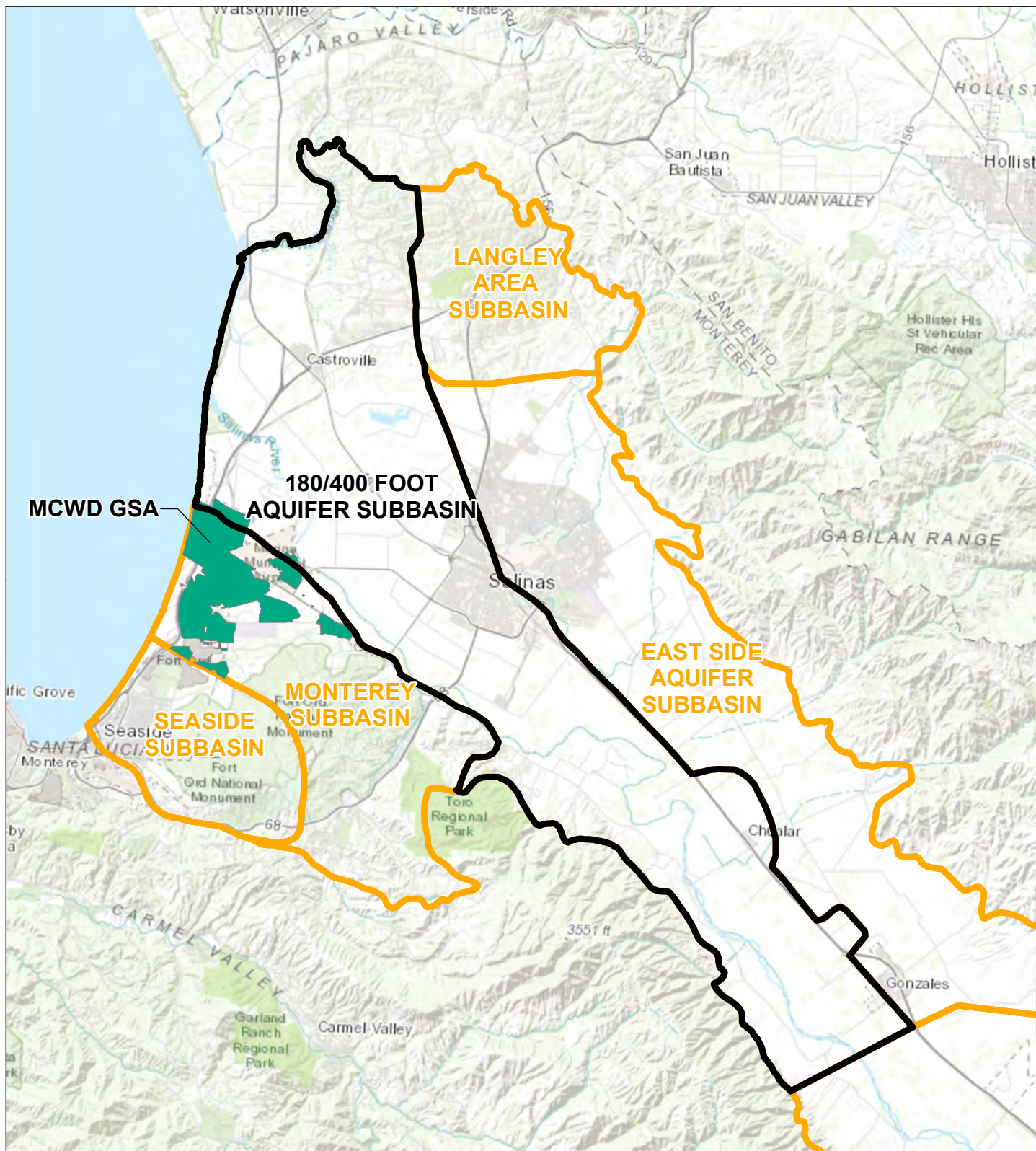
Figures

Figure 1: MCWD GSA

Attachments:

Attachment A: Executive Summary of the 180/400 Foot Aquifer Subbasin GSP

Attachment B: MCWD Comment Letters to 180/400 Foot Aquifer Subbasin GSP Draft Chapters



Path: X:\B60094\Maps\2019\11\Fig1_MCWGSA.mxd

Legend

- MCWD GSA
- Groundwater Basin**
- 180/400 Foot Aquifer Subbasin
- Other Groundwater Subbasin within Salinas Valley Basin

Abbreviations

- DWR = Department of Water Resources
- MCWD = Marina Coast Water District
- GSA = Groundwater Sustainability Agency



Notes

1. All locations are approximate.

Sources

1. Basemap layers obtained from ESRI.

MCWD GSA

Marina Coast Water District
 Marina, CA
 December 2019
 EKI B60094.03



Figure 1

Attachment A

Executive Summary of the 180/400 Foot Aquifer Subbasin GSP

December 6, 2019

Salinas Valley: 180/400-Foot Aquifer Subbasin Groundwater Sustainability Plan

Executive Summary

Prepared for:

Salinas Valley Basin Groundwater Sustainability Agency

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ES-1 INTRODUCTION AND AGENCY INFORMATION (GSP CHAPTERS 1 AND 2)

The 2014 California Sustainable Groundwater Management Act (SGMA) requires that medium- and high-priority groundwater basins and subbasins develop Groundwater Sustainability Plans (GSPs) that outline how they will achieve groundwater sustainably in 20 years, and maintain sustainability for an additional 30 years. This GSP fulfills that requirement for the Salinas Valley - 180/400-Foot Aquifer Subbasin.

In 2017, local GSA-eligible entities formed the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) to develop and implement the GSPs for the Salinas Valley. The SVBGSA is a Joint Powers Authority (JPA) with membership comprising the County of Monterey, Water Resources Agency of the County of Monterey (Monterey County Water Resources Agency, or MCWRA), City of Salinas, City of Soledad, City of Gonzales, City of King, Castroville Community Services District, and Monterey One Water. The SVBGSA is governed by an eleven-member Board of Directors, representing public and private groundwater interests throughout the Salinas Valley Groundwater Basin. In addition, an Advisory Committee ensures participation by, and input to, the Board of Directors by constituencies whose interests are not directly represented on the Board. The SVBGSA's activities are coordinated by a General Manager.

The Salinas Valley Groundwater Basin consists of nine subbasins, of which six fall entirely or partially under the SVBGSA's jurisdiction. One of the nine subbasins, the Seaside Subbasin, is adjudicated and not managed by the SVBGSA. Another two subbasins, the Paso Robles and Atascadero Subbasins, lie completely in San Luis Obispo County and are managed by other GSAs.

The SVBGSA developed this GSP for the 180/400-Foot Aquifer Subbasin (Subbasin) in concert with the GSPs for its five other Salinas Valley Subbasins: the Eastside Aquifer Subbasin (DWR subbasin number 3-004.02), the Forebay Aquifer Subbasin (DWR subbasin number 3-004.04), the Upper Valley Aquifer Subbasin (DWR subbasin number 3-004.05), the Langley Area Subbasin (DWR subbasin number 3-004.09) and the Monterey Subbasin (DWR subbasin number 3-004.10). Together, the six subbasin plans under the SVBGSA will be integrated into the Salinas Valley Integrated Groundwater Sustainability Plan.

This GSP covers all of the 84,400 acres of the 180/400-Foot Aquifer Subbasin, as shown in Figure 1. The Marina Groundwater Sustainability Agency (MGSA) has developed a GSP over a 372 acre parcel in the Subbasin. At the time of writing, there is overlap between the MGSA GSP and this GSP; however, SVBGSA is working to correct that overlap prior to finalizing this GSP. The GSP describes current groundwater conditions, develops a hydrogeologic conceptual model,

establishes a water budget, outlines local sustainable management criteria, and provides projects and programs for reaching sustainability in the Subbasin by 2040.

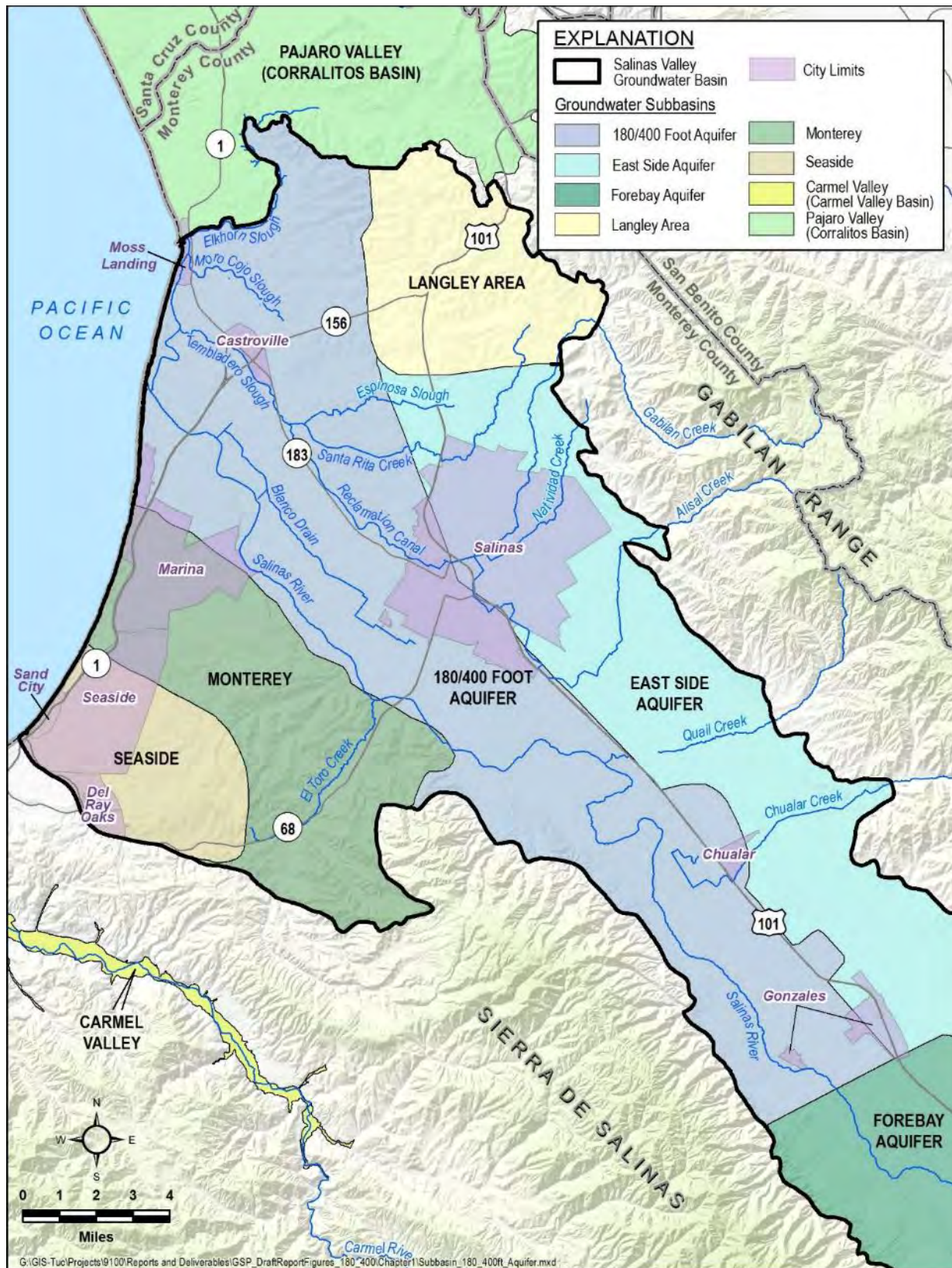


Figure 1. 180/400-Footer Aquifer Subbasin

ES-2 DESCRIPTION OF PLAN AREA (GSP CHAPTER 3)

The 180/400-Foot Aquifer Subbasin is a high-priority groundwater subbasin in northwestern Monterey County that includes the northern end of the Salinas River Valley. The Salinas River flows into the Subbasin from the south and discharges into Monterey Bay in the north. The majority of land in the Subbasin is used for agriculture, with lettuce, strawberries, and broccoli as the top three crops (Monterey County Agriculture Commissioner, 2018). The Subbasin contains the municipalities of Marina, Salinas, and Gonzales and the census-designated places of Castroville, Moss Landing, Elkhorn, Boronda, Spreckels, and Chualar.

Groundwater is the main water source in the Subbasin. The Salinas River and its tributaries provide limited surface water; and the Castroville Seawater Intrusion Project (CSIP) delivers a combination of groundwater, surface water, and recycled water from Monterey One Water to the coastal farmland surrounding Castroville. The primary water use sector is agriculture, which uses 85% of the water in the Subbasin. Most of the remaining water use is urban, with only minimal use by wetlands and native vegetation.

A significant number of existing groundwater and surface water monitoring programs active in the Subbasin will be directly incorporated into the GSP implementation. Ongoing monitoring programs include:

- CASGEM groundwater elevation monitoring
- Non-CASGEM groundwater elevation monitoring
- MCWRA's groundwater pumping annual reporting
- MCWRA's seawater intrusion monitoring
- Municipal, small water system, and agricultural groundwater quality monitoring
- Stream gauge measurements

ES-3 HYDROGEOLOGIC CONCEPTUAL MODEL (GSP CHAPTER 4)

Due to decades of extensive study and groundwater development, the structure and boundaries of the 180/400-Foot Aquifer Subbasin are relatively well-developed. The 180/400-Foot Subbasin is an alluvial basin with elevations that range from sea level at the coast to approximately 500 feet (NAVD88) along the Sierra de Salinas. Lateral boundaries between subbasins are determined in part by geologic structures and depositional changes that influence flow and interaction between basins and subbasins. The northern boundary of the 180/400-Foot Aquifer Subbasin follows the current course of Elkhorn Slough and corresponds to a paleo-drainage of the Salinas River (DWR, 2003) that limits groundwater flow between basins (Durbin, *et al.*, 1978). The boundary with the Langley Subbasin to the northeast is based on a topographic change from the valley floor to an elevated foothill area, but there is no hydraulic barrier to groundwater flow. To the east, hydraulic connectivity is restricted by depositional changes along the border with the Eastside Aquifer. To the southeast, there is hydraulic connectivity with the Forebay Subbasin. To the southwest, the boundary with the Monterey Subbasin is based on topographic rise that coincides with a buried trace of the Reliz fault, which may act as a groundwater flow barrier (Durbin *et al.* 1978); however, more data is needed to determine the extent of hydraulic connectivity. Finally, there is no hydraulic barrier between the 180/400-Foot Aquifer Subbasin and the Monterey Bay.

Vertically, the shallowest water-bearing sediments are not considered a principal aquifer because they are thin, laterally discontinuous, and a minor source of water. Groundwater in these shallow sediments is hydraulically connected to the Salinas River but poorly connected to the underlying productive principal aquifers – the 180-Foot, 400-Foot, and Deep Aquifers. The base of the shallow sediments is the Salinas Valley Aquitard, which overlies and confines the 180-Foot Aquifer. The 180-Foot Aquifer consists of interconnected sand and gravel beds that are 50 to 150 feet thick. Below the 180-Foot Aquifer, the 180/400-Foot Aquitard confines the 400-Foot Aquifer. The 400-Foot Aquifer is a relatively permeable horizon that is approximately 200 feet thick near Salinas, but variable throughout the Subbasin. Below the 400-Foot Aquifer the 400-Foot/Deep Aquitard, confines the Deep Aquifers, also referred to as the 900-Foot and 1500-Foot Aquifers. There are limited data available from the Deep Aquifers. The Subbasin does not have a well-defined base, and this GSP adopts the base of the Subbasin defined by the USGS (Durbin *et al.*, 1978).

Detailed aquifer property values (storativity, conductivity, and transmissivity) for each aquifer were not available at the time of GSP development, although estimates from calibrated groundwater models were available. The SVBGSA will fill this data gap during implementation. This GSP uses specific capacity data as a proxy for transmissivity data. The specific capacity data indicate that the 180-Foot Aquifer and the 400-Foot Aquifer are relatively transmissive aquifers with high well yields.

Natural groundwater recharge occurs through infiltration of surface water, deep percolation of excess applied irrigation water, and deep percolation of infiltrating precipitation. Recharge to the 180-Foot Aquifer is likely limited due to the low permeability of the Salinas Valley Aquitard. No mapped springs, seeps, or discharge to streams have been identified in the Subbasin. Some phreatophytes discharge groundwater through evapotranspiration in areas where the water table is sufficiently high.

The primary surface water body in the Subbasin is the Salinas River. Two reservoirs outside of the Subbasin, Lake Nacimiento and Lake San Antonio, control river flows and are important controls for managed aquifer recharge. Agricultural diversions have altered the Salinas River's hydrology, and the River no longer exhibits natural seasonal variation in flows.

ES-4 GROUNDWATER CONDITIONS (GSP CHAPTER 5)

General groundwater conditions in the Subbasin are described for current (after January 1, 2015) and historical conditions (before January 1, 2015), organized by DWR's six sustainability indicators.

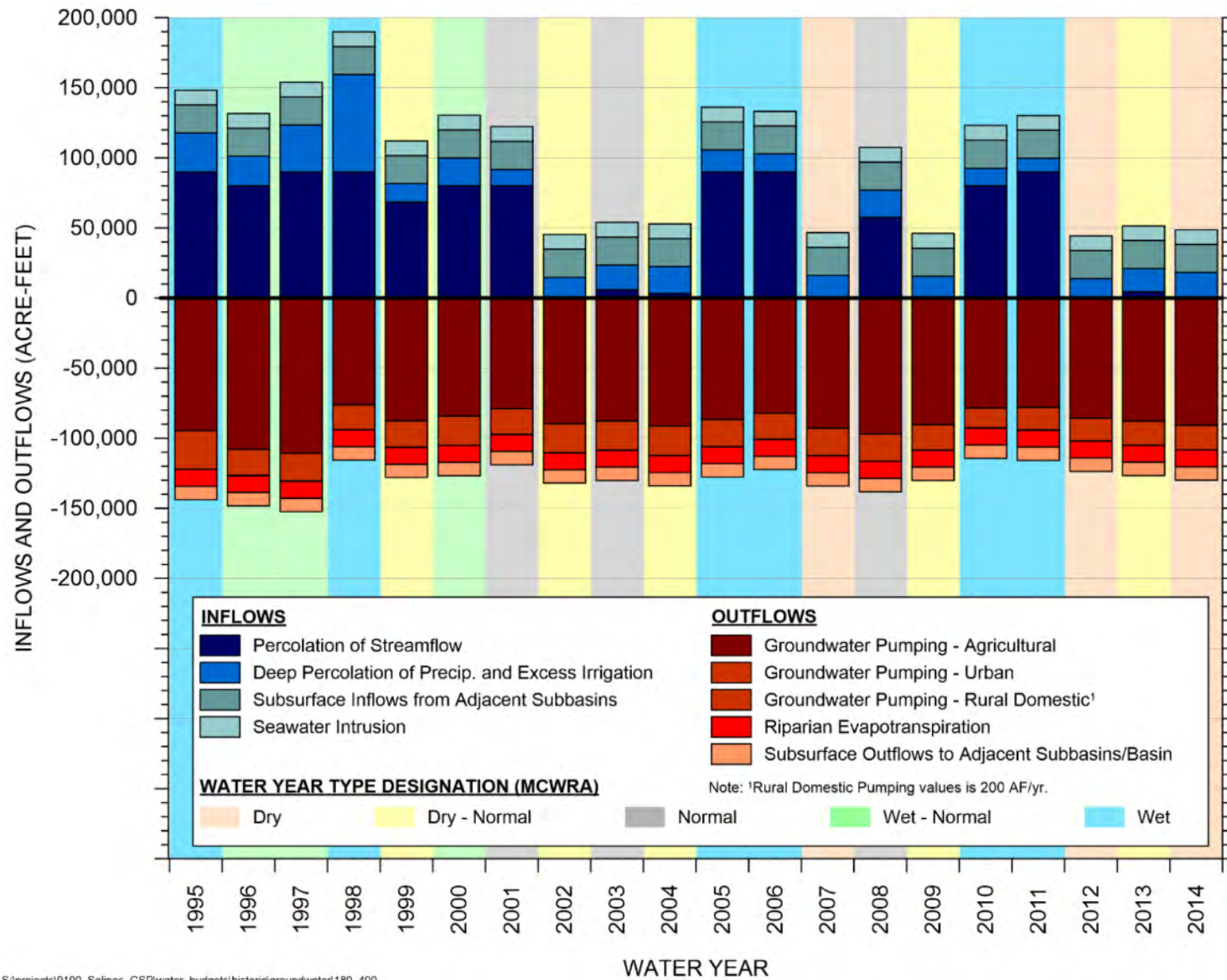
- **Groundwater Elevations** – Groundwater hydrographs show a general decline in groundwater elevations in the 180/400-Foot Aquifer Subbasin. Groundwater elevations have been chronically lowered due to pumping and are lowest during higher irrigation seasons. The lowered groundwater elevations are the cause of seawater intrusion in both the 180-Foot and the 400-Foot Aquifers.
- **Change in Groundwater Storage** – This GSP defines change in usable groundwater storage as the annual average increase or decrease in groundwater that can be safely used for domestic, industrial, or agricultural purposes. Change in usable groundwater storage is the sum of change in storage determined from groundwater elevation changes and the change in storage due to seawater intrusion. For the 180/400-Foot Aquifer Subbasin, the historical average annual loss of storage is approximately 11,700 AF/yr.
- **Seawater Intrusion** – The 180-Foot and 400-Foot Aquifers have been subject to seawater intrusion for more than 70 years. MCWRA and others have implemented projects to slow seawater intrusion; however, it remains an ongoing threat. Seawater intrusion is less extensive in the 400-Foot Aquifer than in the 180-Foot Aquifer; however, between 2013 and 2017, the area impacted by intrusion in the 400-Foot Aquifer increased from approximately 12,500 acres to 18,000 acres. To date, seawater intrusion has not been reported in the Deep Aquifers.
- **Groundwater Quality** – Elevated nitrate concentrations in groundwater were locally present in the 1960s and significantly increased in 1970s and 1980s. In 2005, nitrate levels exceeding the primary maximum contaminant level (MCL) were found in 32% of public water supply samples in the Salinas Valley Groundwater Basin (USGS, 2005). In 2018, nitrate levels exceeded the primary MCL in 26% of On-Farm Domestic Wells and 21% of Irrigation Supply Wells in the Subbasin (CCRWQCB, 2018), a majority of which originated from irrigated agricultural waste discharges. Other constituents found at levels of concern for either potable or irrigation uses include 1,2,3-trichloropropane, arsenic, cadmium, chloride, fluoride, hexavalent chromium, iron, manganese, methyl tert-butyl ether, perchlorate, total dissolved solids, and thallium.
- **Subsidence** – No measurable subsidence has been recorded anywhere in the Subbasin between June 2015 and June 2018.
- **Interconnected Surface Water** – Although the Salinas Valley Aquitard inhibits hydraulic connectivity between the 180/400-Foot Aquifer and Salinas River,

interconnection may exist in the two limited areas where groundwater is less than 20 feet below ground surface: near the southern boundary where the Salinas River enters the Subbasin and northern boundary where the River discharges into Monterey Bay. While this analysis is based on best available data, it contains significant uncertainty and data gaps that will be filled during GSP implementation.

ES-5 WATER BUDGETS (GSP CHAPTER 6)

Water budgets provide an accounting and assessment of the total annual volume of surface water and groundwater entering and leaving the Subbasin. This GSP presents three water budgets – historical (1995-2014), current (2015-2017), and projected. A surface water budget and a groundwater budget are presented for each time period. The groundwater budget is the budget for the entire groundwater system, including the shallow sediments and principal aquifers. It contains aggregate numbers for the Subbasin and is not differentiated spatially or by aquifer.

Historical and Current Water Budgets – Historical and current water budgets use best available data and tools to determine the water budget components; however, no groundwater model was available at the time of writing to produce an integrated historical and current water budget. Data include surface flow gauges, calculations from historical studies, precipitation records and estimated subsurface flows based on flow directions and hydraulic gradients. In 2020, the USGS will release its Salinas Valley Integrated Hydrologic Model (SVIHM). The historical and current water budgets will be updated to reflect the SVIHM output when it is released. Figure 2 summarizes annual average components of the historical groundwater water budget.



S:\projects\0100_Salinas_GSP\water_budgets\historic\groundwater\180_400

Figure 2. Annual Average Historical Total Water Budget

The average loss in storage due to groundwater level fluctuations during the historical and current periods are approximately 400 AF/yr. and 600 AF/yr., respectively. Additionally, seawater intrusion decreases usable water by 10,500 AF/yr. To estimate the uncertainty of the budgets, the difference between the storage calculated based on groundwater budgets and storage estimated based on groundwater levels was calculated. Table 1 shows the main components of the historical and current groundwater budgets; and calculates the percent uncertainty for each budget. The relatively high percent uncertainty emphasizes the need to adopt the modeled historical groundwater budget when the historical SVIHM becomes available.

Table 1. Estimated Historical and Current Groundwater Budgets and Uncertainties

Groundwater Component	Historical Budget	Current Budget
Average Annual Inflow (AF/yr.)	89,900	60,400
Average Annual Outflow (AF/yr.)	129,800	130,800
Average Annual Change in Storage (AF/yr.)	-39,900	-70,400
Seawater Intrusion (AF/yr.)	-10,500	-10,500
Average Annual Change in Storage Based on Inflows and Outflows (AF/yr.)	-29,400	-59,900
Estimated Average Annual Change in Storage (AF/yr.) Based on MCWRA Water Level Measurements	-400	-600
Difference Between Budget and Estimated (AF/yr.)	-29,000	-59,300
Difference Between Budget and Estimated (% of Outflow)	22%	45%

Note: although seawater intrusion is identified as an inflow to quantify the overall basin water budget, it is not considered part of the sustainable yield.

The sustainable yield of the Subbasin is an estimate of the quantity of groundwater that can be pumped on a long-term average annual basis without causing a net decrease in storage. Sustainable yield is calculated as total pumping minus loss of storage. Based on the water budget, the historical sustainable yield of the Subbasin was 97,400 AF/yr., which is 10% less than the average annual pumping rate.

Projected Water Budgets – The projected water budgets are based on output from the operational version of the SVIHM that was provided by USGS. Because the projected water budgets are derived from a draft model, but the current and water budgets are not, the water budgets are not directly comparable due to differing analytical approaches. Two projected water budgets, one for 2030 and one for 2070, are developed from the draft operational SVIHM, which include climate change and sea level rise estimates. DWR’s climate change factors were adopted to account for 2030 and 2070 projected climate change. The projected water budgets are used to establish how sustainability will be achieved in the 20-year implementation period and

maintained over the 50-year planning and implementation horizon. The projected sustainable yield is the long-term management number once all undesirable results have been addressed. It is the sustainable yield that will continue to avoid all six undesirable results at that point, but is not the amount of pumping needed to stop undesirable results, which may be substantially less.

Table 2 lists the groundwater inflow and outflow components derived from the SVIHM and calculates the percent error. The percent error from the modeled, projected water budgets is substantially less than the percent error from the calculated historical or current water budgets. This demonstrates the utility of using a groundwater model for estimating water budgets.

Table 2. Average Annual Groundwater Budget and Groundwater Storage Change for Future Projections

GROUNDWATER BUDGET	Projected Climate Change Timeframe	
	2030 (AF/yr.)	2070 (AF/yr.)
Inflows		
Stream leakage	71,500	71,700
Deep Percolation	76,300	81,800
Interflow in Wells	20,400	20,900
Underflow from Monterey Subbasin	10,900	11,500
Underflow from East Side Subbasin	9,800	10,400
Underflow from Forebay Subbasin	5,300	5,300
Underflow from Langley Subbasin	1,800	1,800
Mountain front recharge	2,600	2,700
Underflow from Pajaro Valley Basin	100	100
Net mountain front recharge	1,700	1,800
Outflows		
Pumping	135,800	141,600
Drain Flows	7,100	8,000
Flow to Streams	1,800	1,900
Groundwater ET	35,100	36,700
Underflow to Ocean	800	700
Underflow to Monterey Subbasin	5,400	5,300
Underflow to East Side Subbasin	17,000	16,600
Underflow to Forebay Subbasin	300	300
Underflow to Langley Subbasin	100	100
Underflow to Upland Areas	900	900
Underflow to Pajaro	1,000	1,000
Groundwater Storage		
Groundwater Level Change	4,600	4,700
Seawater Intrusion	-3,500	-3,900
Total	1,100	800

	Projected Climate Change Timeframe	
Total Inflows	198,700	206,200
Total Outflows	-205,300	-213,100
Change in Storage	-6,600	-6,900
% Error	0.74%	0.81%

Based on these projections, pumping will need to be about 7% lower than projected pumping rates to meet the long-term sustainable yield. The projected water budgets can be interpreted as most likely future conditions; however, there is inherent uncertainty associated with using climate scenarios.

ES-6 MONITORING NETWORKS (GSP CHAPTER 7)

Monitoring networks are developed to promote the collection of data of sufficient quality, frequency, and distribution to characterize groundwater and related surface water conditions in the Subbasin and to evaluate changing conditions that occur as the Plan is implemented. The SVBGSA developed monitoring networks for each of the six sustainability indicators, based on existing monitoring sites. For some sustainability indicators, it is necessary to expand existing monitoring systems. Filling data gaps and developing more extensive and complete monitoring systems will improve the SVBGSA's ability to demonstrate sustainability and refine the hydrogeologic conceptual model.

- **Groundwater Elevations** are measured in designated monitoring wells that form a network sufficient to demonstrate groundwater occurrence, flow directions, and hydraulic gradients between principal aquifers and surface water features. The SVBGSA will build upon the existing California Statewide Groundwater Elevation Monitoring (CASGEM) network of wells, which have been regularly monitored by MCWRA.
- **Groundwater Storage** is measured by the annual amount of groundwater pumping. Monitoring includes municipal groundwater users and small water system pumping available from the State's Drinking Water Information Clearinghouse, agricultural pumping reported to the MCWRA and estimated using Monterey County crop data, and domestic pumping estimated based on number of domestic users.
- **Seawater Intrusion** is evaluated based on chloride concentration measured at a specific network of monitoring wells. Well data are collected and maintained by MCWRA, who produces chloride isocontour maps to provide an indication of the extent of seawater intrusion.
- **Groundwater Quality Distribution and Trends** are evaluated by monitoring groundwater quality at a network of existing water supply wells. Drinking water constituents of concern will be assessed at public water supply wells. Agricultural constituents of concern will be assessed at agricultural supply wells that are monitored through the Irrigated Lands Regulatory Program.
- **Land Subsidence** is assessed based on the land subsidence data DWR has collected with InSAR satellite data.
- **Interconnected Surface Water** depletion rates are estimated through modeling, and checked with shallow wells near areas of interconnection. Given the extremely limited monitoring data, the SVBGSA plans to install shallow wells to establish the level of

interconnection of the Salinas River with the underlying shallow sediments. The SVIHM will be used to assess the rate of streamflow exchange between the two systems.

The SVBGSA has developed a Data Management System (DMS) to store, review, and upload data collected as part of GSP development and implementation. The DMS includes a publicly accessible web-map hosted on the SVBGSA website; accessed at <https://svbgsa.org/gsp-web-map-and-data/>.

ES-7 SUSTAINABLE MANAGEMENT CRITERIA (GSP CHAPTER 8)

Sustainable Management Criteria (SMC) define the conditions that constitute sustainable groundwater management. A description of the SMC for each of the six sustainability indicators are include in Table 3. Each sustainability indicator includes:

- **Minimum thresholds** –specific, quantifiable values for each sustainability indicator used to define undesirable results (*i.e. indicators of unreasonable conditions that should not be exceeded*)
- **Measurable objectives** –specific, quantifiable goals that provide operational flexibility above the minimum thresholds (*i.e. goals the GSP is designed to achieve*)
- **Undesirable results** – Quantitative combinations of minimum thresholds

These SMC define the Subbasin’s future conditions and commit the GSA to actions that will meet these objectives.

Table 3. Sustainable Management Criteria Summary

<i>Sustainability Indicator</i>	<i>Measurable Objective</i>	<i>Minimum Threshold</i>	<i>Undesirable Result</i>
Chronic lowering of groundwater levels	Set to 2003 groundwater elevations	Set to 1 foot above 2015 groundwater elevations	Over the course of any one year, no more than 15% of groundwater elevation minimum thresholds shall be exceeded in any single aquifer and no one well shall exceed its minimum threshold for more than two consecutive years. Allows two exceedances in the 180-Foot aquifer and two exceedances in the 400-Foot aquifer.
Reduction in groundwater storage	Pumping set to the estimated long-term future sustainable yield of 112,000 AF/yr. for the entire 180/400-Foot Aquifer Subbasin (Minimum thresholds and measurable objectives are identical)		During average hydrogeologic conditions, and as a long-term average over all hydrogeologic conditions, the total groundwater pumping shall not exceed the minimum threshold.
Seawater intrusion	The line defined by Highway 1 for the 180-Foot, 400-Foot, and Deep Aquifers	The 2017 extent of 500 mg/L chloride isocontour for the 180- and 400-Foot Aquifers, and the line defined by Highway 1 for the Deep Aquifers	On average in any one year there shall be no mapped seawater intrusion beyond the 2017 extent of the 500 mg/L chloride isocontour.
Degraded groundwater quality	Minimum threshold is zero additional exceedances of groundwater quality constituents of concern known to exist in the subbasin above drinking water or agricultural limits. (Minimum thresholds and measurable objectives are identical)		On average during any one year, no groundwater quality minimum threshold shall be exceeded as a direct result of projects or management actions taken as part of GSP implementation.
Subsidence	Minimum threshold is zero net long-term subsidence. (Minimum thresholds and measurable objectives are identical)		In any one year, there will be zero exceedances of the groundwater elevation proxy minimum thresholds based on average groundwater levels.
Depletion of interconnected surface water	Set to the estimated average historical rate of stream depletion, adjusted for climate change. This is currently estimated to be 69,700 acre-feet per year for future conditions including climate change. (Minimum thresholds and measurable objectives are identical)		During average hydrogeologic conditions, and as a long-term average over all hydrogeologic conditions, the depletion of interconnected surface waters shall not exceed the minimum threshold.

ES-8 PROJECTS AND MANAGEMENT ACTIONS (GSP CHAPTER 9)

This GSP identifies projects and actions that provide stakeholders with options to reach sustainability. The set of projects and actions achieve the following objectives:

- Achieving groundwater sustainability by meeting Subbasin-specific SMC by 2040
- Creating equity between who benefits from projects and who pays for projects
- Establishing a source of funding for project implementation
- Providing incentives to constrain groundwater pumping within limits

The projects and actions included in the GSP are defined as a toolbox of options. The GSP demonstrates that sufficient options exist to reach sustainability. Specific details need to be developed for stakeholders to determine which projects and actions to implement. The projects and management actions described in this GSP constitute an integrated management program for the entire Salinas Valley Groundwater Basin.

Water Charges Framework – This GSP proposes a water charges framework that provides incentives to constrain groundwater pumping to the sustainable yield while generating funds for project implementation. The framework creates sustainable pumping allowances, charging a Tier 1 Sustainable Pumping Charge for pro-rata shares of sustainable yield, Tier 2 Transitional Pumping Charge to help users transition to pumping allowances, and higher Tier 3 Supplementary Pumping Charge for using more water. Pumping allowances are not water rights, but would be established to incentivize pumping reductions.

Management Actions – This GSP identifies six management actions that are the most reliable, implementable, cost-effective, and acceptable to stakeholders. The six management actions include:

- Agricultural land and pumping allowance retirement
- Outreach and education for agricultural best management practices
- Reservoir reoperation
- Restrict pumping in CSIP area
- Support and strengthen Monterey County restrictions on additional wells in the Deep Aquifers
- Establish a seawater intrusion technical working group

Specific Projects Prioritized for Integrated Management of the Salinas Valley – This GSP identifies nine priority projects, categorized below by type of project. A preliminary ranking

based on cost effectiveness is noted after each project. These rankings may change after project details are refined during GSP implementation.

Project Type 1: In-lieu recharge through direct delivery of water to replace groundwater pumping – projects that use available water supplies for irrigation in lieu of groundwater

- Optimize CSIP Operations (ranked #2 in terms of cost effectiveness)
- Modify Monterey One Water Recycled Water Plant (ranked #3 in terms of cost effectiveness)
- Expand Area Served by CSIP (ranked #4 in terms of cost effectiveness)
- Maximize Existing SRDF Diversion (ranked #5 in terms of cost effectiveness)

Project Type 2: Direct recharge through recharge basins or wells (also commonly referred to as Managed Aquifer Recharge) – projects that fill large artificial ponds with water to percolate from the basin into the groundwater system or construct injection wells

- 11043 Diversion Facilities Phase I: Chualar (ranked #7 in terms of cost effectiveness)
- 11043 Diversion Facilities Phase II: Soledad (ranked #8 in terms of cost effectiveness)
- SRDF Winter Flow Injection (ranked #9 in terms of cost effectiveness)

Project Type 3: Indirect recharge through decreased evapotranspiration or increased infiltration – projects to remove invasive species from riparian corridors to decrease evapotranspiration or to capture stormwater to increase percolation

- Invasive Species Eradication (ranked #1 in terms of cost effectiveness)

Project Type 4: Hydraulic barrier to control seawater intrusion – projects to construct a hydraulic barrier consisting of a series of wells drilled a short distance inland, aligned parallel to the coast. It could be operated as a recharge barrier that injects water into the wells, or an extraction barrier that pumps water from wells. Both approaches would create a hydraulic barrier to seawater intrusion

- Seawater Intrusion Pumping Barrier (ranked #6 in terms of cost effectiveness)

Additionally, the GSA identified a number of alternative projects that could help achieve sustainability if needed, including desalinizing water from the seawater barrier extraction wells, recharging local runoff from Eastside Range, injecting winter potable reuse water, and seasonally storing water in 180/400-Foot Aquifer.

Other Groundwater Management Activities – Although not specifically funded or managed by the SVBGSA, a number of associated groundwater management activities will be promoted and encouraged by the SVBGSA as part of general good groundwater management practices. These include: promoting agricultural best management practices, continuing urban and rural

residential conservation, promoting stormwater capture, supporting well destruction policies, and watershed protection and management.

Mitigation of Overdraft – The water charges framework is specifically designed to promote pumping reductions. Should adequate pumping reductions not be achieved to mitigate all overdraft, funds collected through the water charges framework will support recharge of imported water, either through direct recharge or in-lieu means. Potential projects to mitigate overdraft include: invasive species eradication, optimizing CSIP, modifying Monterey One Water Plant, expanding CSIP area, maximizing the existing SRDF, a seawater intrusion barrier, and SRDF winter flows.

ES-9 IMPLEMENTATION (GSP CHAPTER 10)

This GSP lays out a roadmap for addressing all of the activities needed for GSP implementation between 2020 and 2040, focusing mainly on the activities between 2020 and 2025. Implementing this GSP requires the following formative activities:

- **Monitoring and Reporting** – This activity will begin immediately following adoption of the GSP and will rely primarily on existing monitoring programs. Monitoring data will be stored in the DMS and will be routinely evaluated to ensure progress is being made toward sustainability and to identify whether undesirable results are occurring. The GSA will submit to DWR and make publicly available: annual reports, Five-Year GSP Assessment Reports, and GSP Periodic Evaluations and Assessment.
- **Refining and Implementing the Water Charges Framework** – Long-term GSP implementation will be funded through the water charges framework described in this GSP, or in combination with other financing methods where appropriate. Details of the framework for will be developed during the first three years of this GSP’s implementation through a facilitated process.
- **Addressing Identified Data Gaps** – An aquifer properties assessment and deep aquifers investigation will be conducted to address key data gaps.
- **Expanding and Improving the Existing Monitoring Networks** – Monitoring networks will be expanded and enhanced to provide more robust data on the sustainability indicators.
- **Updating the Data Management System** – As new information is collected during monitoring and provided by local stakeholders, the GSA will update the DMS and make publicly available via the web application.
- **Implementing the New Upcoming USGS Groundwater Model for the Salinas Valley (SVIHM)** – The USGS is currently working on revising and calibrating the SVIHM. When available, it will be used to revisit water budgets, update estimated sustainable yield, develop numerical minimum thresholds for interconnected surface water depletion, and more rigorously evaluate benefits of projects and management actions.
- **Refining and Implementing Projects and Management Actions** – The SVBGSA will refine projects and actions during the first three years of implementation. These projects and actions depend in part on the five subbasins in the Valley that will not complete GSPs until January 2022.

The SVBGSA estimates that planned activities will cost \$11,406,100 over the first five years of implementation (an estimated \$2,281,220 per year). Of this, \$1,783,500 are costs directly attributable to the 180/400-Foot Aquifer Subbasin and \$9,622,600 are Valley-wide costs. These

costs include routine administrative operations, public outreach, supplemental hydrogeologic investigations to address data gaps, improvements to the monitoring networks (including installation of new monitoring wells), annual monitoring and reporting of sustainability conditions, and early planning efforts.

Implementing the 180/400-Foot Aquifer Subbasin GSP must be integrated with the implementation of the five other GSPs in the Salinas Valley. The general implementation schedule refines details of the water charges framework, the sustainability projects, and the management actions during the first three years of implementation as the five other subbasin GSPs are produced. This will ensure the 180/400-Foot Aquifer Subbasin GSP is implemented in coordination with the other Valley subbasins, while at the same time moving ahead with negotiating implementation details.

ES-10 PUBLIC OUTREACH (GSP CHAPTER 11)

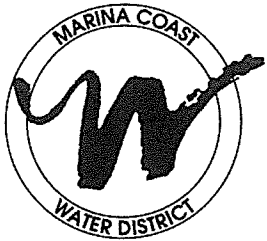
The SVBGSA designed all phases of SGMA implementation to be open collaborative processes with active stakeholder engagement that allow stakeholders and public participants opportunities to provide input and to influence the planning and development process. The four main phases consist of:

- **GSA Formation and Coordination** – from 2015-2017, local agencies and stakeholders worked with the Consensus Building Institute to facilitate the formation of the SVBGSA.
- **GSP Preparation and Submission** – starting in 2017, the GSA developed this GSP and will continue to develop the five other subbasin GSPs through the January 2022 deadline.
- **GSP Review and Evaluation** – the GSA engaged in a public review process of the full draft prior to submission, giving stakeholders an opportunity to provide feedback and comments, and DWR will also give stakeholders a 60-day comment period after submission.
- **Implementation and Reporting** – following submission of the GSP to DWR, the SVBGSA will begin implementation efforts to reach sustainability within the basin.

Public participation is supported by the development of an interactive website that allows access to all planning and meeting materials, data sets, and meeting notifications. The website can be accessed at: <https://svbgsa.org>.

Attachment B

MCWD Comment Letters to 180/400 Foot Aquifer Subbasin GSP Draft Chapters



MARINA COAST WATER DISTRICT

11 RESERVATION ROAD, MARINA, CA 93933-2099

Home Page: www.mcwd.org

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

November 25, 2019

Mr. Gary Petersen
General Manager
Salinas Valley Basin Groundwater Sustainability Agency
1441 Shilling Place
Salinas, CA 93901

Mr. Derrick Williams
Montgomery & Associates
1232 Park Street, Suite 201B
Paso Robles, CA 93446

Dear Mr. Peterson and Mr. Williams,

The MCWD GSA has reviewed the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) 180/400 Foot Aquifer Subbasin Groundwater Sustainability Plan (GSP) Public Review Draft, 21 October 2019. Our comments are provided herein. Comments 4 and 5 reiterate issues discussed in our previous comment letter regarding GSP draft Chapter 8. Comments 1 through 5 identified herein are critical to MCWD's acceptance of the 180/400 Foot Aquifer Subbasin GSP. We would like the opportunity to discuss these comments with you to resolve any remaining issues and come to an agreement on how they can be addressed. We are available to meet on, or before, 2 or 3 December 2019.

1. Table 9-5 Total Potential Water Available for Mitigating Overdraft

The total in Table 9-5 is incorrect and should sum up to positive 40,800 AFY.

2. Section 3.3.1 Federal Jurisdiction

Section 3.3.1 states:

"A portion of the Fort Ord former Army base lies in the Subbasin. Although this land is currently operated by the City of Marina as an airport, the DWR land use dataset depicts this as Federal land."

Most of the former Fort Ord property has been transferred for civilian use and no longer under federal jurisdiction as of 2019, including the airport. This area should be removed from Figure 3-3 and the above statement should be revised to state:

"A portion of the Fort Ord former Army base lies in the Subbasin and encompasses the Marina Municipal Airport. Although the DWR land use dataset depicts this area as federal land, this land has been transferred to civilian use and is no longer under federal jurisdiction."

3. Section 6.10.5

The first paragraph of Section 6.10.5 states:

“The net pumping shown on this table is the total pumping in Table 6-27 less the well interflow shown on Table 6-26.”

Please provide a definition of “well interflow” and clarify why it was subtracted from total pumping.

4. Section 8.6.2.3 Relationship between Individual Minimum Thresholds and Relationship to Other Sustainability Indicators

Section 8.6.2.3 states

“The groundwater elevation minimum thresholds are set at or above existing groundwater elevations. Therefore, the groundwater elevation minimum thresholds will not exacerbate, and may help control, seawater intrusion.”

It is not accurate to state that groundwater elevation minimum thresholds, which are set below mean sea level and will maintain landward gradients “will not exacerbate and may help control seawater intrusion”. The seawater intrusion front will continue to migrate inland if water levels remain below mean sea level and inland gradients persist. At a minimum, Section 8.6.2.3 should be modified to state:

“The groundwater elevation minimum thresholds are set at or above existing groundwater elevations. Therefore, the groundwater elevation minimum thresholds are intended to not exacerbate, and may help control, the rate of seawater intrusion.”

5. Various Locations: Effect of Minimum Thresholds on Neighboring Basins and Subbasins

Section 8.6.2.4, and similarly Sections 8.7.2.3, 8.8.2.3, 8.9.2.6, 8.10.2.3 states:

“The SVBGSA is either the exclusive GSA, or is one of two coordinating GSAs for the adjacent Langley, Eastside, Forebay, and Monterey Subbasins. Because the SVBGSA covers all of these subbasins, the GSA Board of Directors opted to develop the minimum thresholds and measurable objectives for all of these neighboring subbasins in a single process that is coordinated with the 180/400-Foot Aquifer Subbasin. These minimum thresholds are designed to ensure that all the subbasins can be managed sustainably in a coordinated fashion. Therefore, the minimum thresholds for the 180/400-Foot Aquifer Subbasin will not prevent the neighboring subbasins from achieving sustainability, by design.”

We understand that the SVBGSA intends to coordinate sustainable management criteria development as the managing GSA for each of the adjacent subbasin. However, it is premature to state that the minimum threshold of the 180/400-Foot Aquifer Subbasin has taken sustainable management of adjacent basins into full consideration, as those subbasins are still in their early phases of GSP development.

Therefore, the following caveat should be included, and the following would replace the entire paragraph:

“The SVBGSA is either the exclusive GSA, or is one of two coordinating GSAs for the adjacent Langley, Eastside, Forebay, and Monterey Subbasins. Because the SVBGSA covers all of these subbasins, the GSA Board of Directors opted to develop the minimum thresholds and measurable objectives for all of these neighboring subbasins in a single process that is coordinated with the 180/400-Foot Aquifer Subbasin. These neighboring subbasins are in the process of GSP

Gary Petersen & Derrik Williams

22 November 2019

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development for submittal in January 2022. Minimum thresholds for the 180/400 Foot Aquifer Subbasin will be reviewed relative to information developed during the preparation of neighboring subbasins GSPs and will be updated, as appropriate, to ensure that these minimum thresholds will not prevent the neighboring subbasins from achieving sustainability.”

We appreciate SVBGSA’s consideration of these comments. These comments are consistent with comments letters submitted previously to SVBGSA which are listed below and attached to the end of this letter.

- Preliminary Comments Regarding Salinas Valley Basin Groundwater Sustainability Agency Draft Groundwater Sustainability Plan Chapters 1 through 3, submitted by EKI Environment & Water, Inc. (EKI) on behalf of MCWD, dated November 21, 2018;
- Preliminary Comments Regarding Salinas Valley Basin Groundwater Sustainability Agency Draft Groundwater Sustainability Plan Chapter 4, submitted by EKI on behalf of MCWD, dated March 26, 2018;
- Preliminary Comments Regarding Salinas Valley Basin Groundwater Sustainability Agency Draft Groundwater Sustainability Plan Chapter 5, submitted by EKI on behalf of MCWD, dated April 18, 2018;
- Letter to SVBGSA regarding 180/400 Foot Aquifer Subbasin GSP Chapter 6, dated July 2, 2019;
- Letter to SVBGSA regarding 180/400 Foot Aquifer Subbasin GSP Chapter 8, dated May 24, 2019;
- Letter to SVBGSA regarding 180/400 Foot Aquifer Subbasin GSP Chapter 9, dated August 1, 2019; and
- Letter to SVBGSA regarding 180/400 Foot Aquifer Subbasin GSP Chapter 9 and Chapter 10, dated September 16, 2019.

We look forward to hearing from you and appreciate the opportunity to discuss these comments further.

Sincerely,



Keith Van Der Maaten
General Manager, Marina Coast Water District

November 21, 2018

MEMORANDUM

To: Gary Peterson, Salinas Valley Basin Groundwater Sustainability Agency
Derrick Williams, P.G., C.Hg., Montgomery & Associates

From: Keith Van Der Maaten, P.E., Marina Coast Water District
Patrick Breen, Marina Coast Water District
Vera Nelson, P.E., EKI Environment and Water, Inc.
Tina Wang, P.E., EKI Environment and Water, Inc.

Subject: Preliminary Comments Regarding Salinas Valley Basin Groundwater Sustainability Agency Draft Groundwater Sustainability Plan Chapters 1 through 3 (EKI B60094.03)

The Marina Coast Water District Groundwater Sustainability Agency (MCWD GSA) prepared the following preliminary comments on the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) draft 180/400 Foot Aquifer Subbasin and Salinas Valley Integrated Groundwater Sustainability Plans (GSPs) Chapters 1 through 3 (“Draft Chapters”), dated October 2018.

We understand that SVBGSA is preparing a revised version of the Draft Chapters for the 180/400 Foot Aquifer Subbasin for the Board Meeting on December 13th. Comments received by the week of November 19 will be considered for incorporation in the revised draft.

These preliminary comments are for SVBGSA’s consideration and incorporation into its revised version of Draft Chapters for the December 13th Board Meeting.

PRELIMINARY COMMENTS FOR DRAFT 180/400 FOOT AQUIFER SUBBASIN GSP, CHAPTERS 1 – 3

Page/Section	Comment
1, last ¶	GSP developed with cooperation with MCWD. The word “coordination” needs to be substituted for “cooperation”.
Top of p. 2	Need to add City of Marina to list.
4	Reword the 2 nd sentence to read, “None of these three GSAs are exclusive GSAs for the entire Subbasin; however, MCWD is an exclusive GSA for that portion of the Subbasin within its jurisdictional boundaries.”
6, § 2.1	Recommend including contact and website information for each agency, similar to how they are presented in the SVIGSP.
8, §2.3.1.2	Reword the last sentence to read, “MCWD is an exclusive GSA for a portion of the Subbasin. MCWD also has existing rights as a county water district to manage groundwater within its service areas.”
10, §3.1, 2 nd ¶	The City of Marina needs to be added to the sentence: “The Subbasin contains the municipalities of”
10, §3.2, 2 nd ¶	2 nd sentence: The reference should be to Figure 2-1, not Figure 3-1.
11, Fig. 3-1	The Marina city limits need to be shown on the map.
13, §3.3.1	Add the following to the end of the paragraph: “Within the former Fort Ord, Marina Coast Water District is the exclusive water purveyor to all non-Federal lands and to the Army for all Army and Federal facilities within the former Fort Ord. By a 2001 deed from the Army through the Fort Ord Reuse Authority, Marina Coast Water District owes all of the water infrastructure within the former Fort Ord.”
13, §3.3.4	Amend the entire paragraph as follows: “The cities of Salinas, Gonzales, and Marina have water management authority in their incorporated areas. The Castroville Community Service District provides water and sewer collection services in the town of Castroville. The Marina Coast Water District provides water and sewer collection services within its jurisdictional boundaries and within its Ord Community service area, which consists of the former Fort Ord. As a county water district, MCWD has water management authority over those areas. MCWD has filed an application with LAFCO to include all of the Ord Community service parcels that currently receive potable water or that have received final land use development approvals by the applicable land use jurisdiction. Marina Coast Water District is an exclusive GSA for a small portion of the 180/400-Foot Aquifer Subbasin. The jurisdictional boundaries of these areas are shown on Figure 3-4.”
14, Fig. 3-3	The area shown on the map as Federal Jurisdiction is now within the City of Marina.
19, Fig. 3-6	The map needs to show the 180/400 Subbasin areas within the Marina City Limits that are dependent on groundwater.

Page/Section	Comment
25-30, §3.6	Please provide references for existing monitoring programs, such as monitoring plans and monitoring program websites.
27, §3.6.3.1	It states that the MCWRA monitors 121 “monitoring” wells located in the 180/400 Subbasin. Are the location and depths of these wells known? If so, then their locations and depths (but not well owner’s names) should be included in the technical chapters .
28, §3.6.3.2	Add the following fourth bullet: “Required CalAm and MCWRA monitoring wells for CalAm’s proposed source wells for the Monterey Peninsula Water Supply Project (MPWSP).”
28, §3.6.3.2	Please state how many of the USGS GAMA wells are environmental monitoring wells, irrigation wells, and public water supply wells.
36, §3.7.3.2	<p>Substitute along the following lines for:</p> <p>3.7.3.2 Marina Coast Water District Urban Water Management Plan [180/400]</p> <p>3.7.3.3 Marina Coast Water District Urban Water Management Plan [Valley-wide]</p> <p>Marina Coast Water District (MCWD), a county water district, was formed in 1960. Today MCWD serves municipal and industrial water uses within the City of Marina and the former Fort Ord. Pursuant to the 1996 Marina Area Lands Annexation Agreement (Annexation Agreement and Groundwater Mitigation Framework for Marina Area Lands dated March 1996), MCWRA allocated to MCWD the right to 3,020 AFY of potable groundwater. Under the 1993 Fort Ord Annexation Agreement (Agreement concerning the Annexation of Fort Ord into Zones 2 and 2A of the MCWRA dated September 21, 1993), MCWRA allocated to the Army the right to 6,600 AFY of potable groundwater. In 2000, the Army entered into an exclusive contract with MCWD to meet all potable water demands by the Army and the BLM within the former Fort Ord and authorized MCWD to use the Army’s reserved groundwater rights to meet those demands. In October 2001, the U.S. Army transferred to the Fort Ord Reuse Authority (FORA) and FORA in turn transferred to MCWD title to all of the Army’s then existing water and sewer infrastructure and the 6,600 AFY of potable groundwater, except for 1,577 AFY reserved by the Army to meet Federal water demands within the former Fort Ord. In 2007, the California Department of Public Health granted MCWD’s request to combine the Central Marina and Ord Community services areas into one combined water system permit. Consequently, MCWD owns or manages 9,620 AFY of potable groundwater rights to serve its combined Central Marina and Ord Community service areas.</p>

Page/Section	Comment
	<p>As a retail water service provider, MCWD is required to periodically prepare an UWMP. The 2010 UWMP was updated in 2015 (Schaff & Wheeler, 2016). [Continue with the rest of the existing paragraph,]</p> <p>[Move the existing 3rd ¶ to here.] The MCWD UWMP includes a number of demand management measures including:</p> <p>[Continue with the existing bullet list]</p> <p>MCWD’s implementation of demand management measures resulted in MCWD receiving state-wide recognition of its water conservation achievements during the last drought.</p> <p>MCWD currently relies solely on groundwater. However, in 2019, MCWD will receive the first 600 AFY of advanced treated water from the Pure Water Monterey (PWM) Project out of MCWD’s total 1,427 AFY PWM entitlement. In addition, MCWD is working with FORA and Monterey One Water (M1W) to identify new water sources (including recycled water, brackish water desalination, stormwater flows, water conservation) to develop an additional 927 AFY for the Fort Ord Base Reuse Plan.</p> <p>MCWD is also a key water transmission hub owner connecting the Central Marina and North Ord areas with the yet to be developed South Ord area, which includes portions of the Cities of Seaside, Del Rey Oaks, and Monterey. MCWD owns the potable water transmission pipeline, which MCWD will use to serve the South Ord area. The pipeline is currently being used by CalAm for its Carmel River ASR Project to convey injection water and to convey recovered water to its Monterey District, but MCWD has the first priority of use as the pipeline’s owner. The pipeline will also be used to convey recovered PWM water for direct use in CalAm’s Monterey District. MCWD also owns the new 10-mile transmission pipeline for the PWM Project, which will deliver advanced treated water to MCWD recycled water customers and to the PWM injection wells in the Seaside Groundwater Basin.</p>
37, §3.8.1	Insert the new §3.8.1, District Act/Agency Act – Pre-SGMA Foundation of Groundwater Management within Monterey County, following this table and renumber other subsections.

Page/Section	Comment
38, §3.8.3	Add to the end of the 2 nd ¶: “The SWRCB’s Sources of Drinking Water Policy adopted in Resolution No. 88-63 and incorporated in its entirety in the CCRWQCB’s Basin Plan provides that water with water quality equal to or less than 3,000 mg/L TDS is considered suitable or potentially suitable for drinking water beneficial uses.” Add to the end of the 3 rd ¶: “and the prevention or repelling of seawater intrusion.”
39, §3.9	Substitute the revised Section 3.9, Conjunctive Use Programs, following this table.
40-51, §3.10	Please provide references and document dates for land use plans discussed.
40-51, §3.10	Please provide a discussion of FORA’s Base Reuse Plan as a land use plan in the GSP plan area, per § 354.8 (f) of GSP Regulations.
49, §3.10.4	Please ask City of Marina to review this discussion of its General Plan. The City should also include a discussion about any Local Coastal Plan restrictions on new groundwater wells.
49, §3.10.5	<p>A description of the existing prohibitions and restrictions on well drilling within the 180/400 Foot Aquifer Subbasin needs to be added, including the County’s 2018 Interim Ordinance, the County’s Well Prohibition in Fort Ord (Ordinance No. 04011), MCWD’s Well Ordinance (Municipal Code Chapter 3.32), and ordinances by other municipalities in the 180/400 Foot Aquifer Subbasin, if any. Check the Monterey County General Plan on additional restrictions on drilling new wells within the Coastal Zone.</p> <p>Possible placeholder description of the County’s Moratorium: County Moratorium on Accepting and Processing New Well Permits. On May 22, 2018, the Monterey County Board of Supervisors adopted Ordinance No. 5302 pursuant to Government Code Section 65858. The ordinance imposed a moratorium on the County Health Department accepting and processing new well permits; it was not a moratorium on additional groundwater pumping from existing wells. The ordinance was an Interim Urgency Ordinance, which took effect immediately upon adoption. The ordinance prohibits the acceptance or processing of any applications for new wells in the defined “Area of Impact” with stated exceptions, including municipal wells and replacement wells. Pursuant to Section 65858, the ordinance was originally only effective for 45 days to July 5, 2018, but at the June 26 Board meeting, the Board of Supervisors on a 4-1 vote extended the ordinance to May 21, 2020, by adoption of Ordinance No. 5303. During the moratorium, the County has indicated that it will conduct studies. [Insert map of “Area of Impact.”]</p>

[Comment: Insert the following as a new Subsection 3.8.1 and renumber following subsections. Note that we are seeking a copy of the Final Allocation Formula Information Report from the Clerk to the Board of Supervisors and will provide to SVBGSA once received.]

3.8.1. District Act/Agency Act – Pre-SGMA Foundation of Groundwater Management within Monterey County

The Monterey County Flood Control and Water Conservation District Act (District Act) was enacted by Chapter 699 of the Statutes of 1947. The original District Act provided for the establishment of zones to finance projects and to take actions to prevent or deter seawater intrusion. The Zone 2 benefit assessment zone was established to fund the construction of Nacimiento Reservoir, construction of which was completed in 1957. The Zone 2A benefit assessment zone was established to fund the construction of San Antonio Reservoir, construction of which was completed in 1967.

In 1990, the District Act was repealed and replaced by the existing Monterey County Water Resources Agency Act (Agency Act); however, much of the District Act was carried over into the Agency Act. For example, Agency Act §52.21 (or §21)¹ quoted below in Section 3.8.2 and Agency Act §22, Action to prevent or deter intrusion of underground seawater, are based upon similar provisions in the District Act.

Water Allocation Formula: Agency Act §45 was added and, in 1991, was amended to read as follows:

Section 45. Water allocation formula

The board shall appoint a task force to recommend a water allocation formula for urban and agricultural areas in the county that are not within the jurisdiction of the Monterey Peninsula Water Management District and the Pajaro Valley Water Management Agency. An urban allocation formula is necessary to preserve agricultural access to an adequate water supply and to preserve agriculture as a mainstay of the Salinas Valley economy. The task force shall make the recommendation to the agency on or before January 1, 1992.

Board of Supervisors Resolution 91-476 adopted September 24, 1991, directed MCWRA staff to prepare information for a water allocation formula for Zone 2 and 2A and bring it back to the Board on or before January 1, 1992, and further directed MCWRA staff to prepare an emergency

¹ MCWRA cites to sections of the Agency Act as § 52.____. This is apparently an editorial carryover from when the District Act was referred to as “Chapter 52.” Deering’s California Codes cites to the Agency Act as Water – Uncodified Act 600.

allocation ordinance for Zones 2 and 2A for consideration by the Board no later than April 1, 1992. [Comment: Please insert MCWRA colored map of Zones 2 and 2A.]

On page 9 of the January 1992 draft, entitled “Revised Draft Allocation Formula Information,” the report states:

The Pressure Area is recharged primarily from the unconfined aquifer beneath the Forebay Area. Therefore, streambed percolation and deep percolation of excess irrigation water account for relatively minimal groundwater recharge to the main water supplying aquifers in the Pressure Area.

As stated in Section 3.1, MCWRA’s Pressure Subarea consists of three DWR subbasins: the 180/400-Foot Aquifer Subbasin, the Monterey Subbasin, and the Seaside Subbasin.

Construction of the Interlake Tunnel Project connecting Nacimiento Reservoir to San Antonio Reservoir is mentioned in the 1992 Revised Draft Allocation Formula Information report.

Annexations to Zones 2 and 2A: The MCWRA Board of Directors adopted an Annexation Policy dated March 29, 1993, which provided for the process for lands not then included within Zones 2 and 2A to be annexed into both zones subject to the annexation process in Agency Act § 43, the preparation of final environmental documents, and the setting of annexation fees.

Certain public entities, such as the City of Salinas and the Castroville Community Services District, did not need to need to seek annexation since they were originally included in Zones 2 and 2A. Since the adoption of the Annexation Policy, there have been [redacted] annexations to Zones 2 and 2A [Comment: Please check the number of annexations with MCWRA]. Prominent among them was the 1993 Fort Ord Annexation and the 1996 Marina Area Lands Annexation, which include some lands within the 180/400-Foot Aquifer Subbasin.

1993 Fort Ord Annexation to Zones 2 and 2A: Under the “Agreement between the United States of America and the Monterey County Water Resources Agency concerning Annexation of Fort Ord into Zones 2 and 2A of the Monterey County Water Resources Agency, Agreement No. A-06404”, dated September 21, 1993, the MCWRA annexed the Fort Ord lands into Zones 2 and 2A and allocated to the Army 6,600 acre-feet per year of potable groundwater from the Salinas Valley Groundwater Basin. In 1993, the Seaside Groundwater Basin was considered to be hydraulically separate from the Salinas Valley Groundwater Basin even though Zone 2A included the Seaside Groundwater Basin within the Pressure Subarea. The Army paid an annexation fee of \$7.4 million to be used by MCWRA to complete the design of the Castroville Seawater Intrusion Project (CSIP). In addition, the Army received a \$400,000 credit for money spent on planning and information for the EIR/EIS for CSIP, the Salinas Valley Reclamation Project, and the Fort Ord Annexation. The September 10, 1993 “Annexation Assembly and Evaluation Report for the

Annexation of Fort Ord by the Monterey County Water Resources Agency,” which was incorporated as Appendix D to the 1993 Annexation Agreement, provides the background and justification for the annexation. The Executive Summary to that report states in part the following:

The purpose of this annexation by [MCWRA] is to provide the basis for a long term, reliable, potable water supply to supply the Army’s residual mission at Fort Ord after it is realigned per the Base Closure and Realignment Act of 1990. Annexation will also facilitate the disposal and reuse of the portions of Fort Ord not needed to support the Army’s residual mission.

In 2001, the Army through FORA deeded to MCWD the 6,600 AFY allocation except for reserving 1,577 AFY to meet Federal water demands within the former Fort Ord. Under an exclusive potable water contract, the Army provides its reserved water right to MCWD to meet Army and other Federal Agency potable water demands within the former Fort Ord.

1996 Marina Area Lands Annexation to Zones 2 and 2A: Under the “Annexation Agreement and Groundwater Mitigation Framework for Marina Area Lands” dated March 1996 (1996 Annexation Agreement), among the MCWRA, the Marina Coast Water District, J.G. Armstrong Family Members, RMC Lonestar (now CEMEX), and the City of Marina, the MCWRA annexed MCWD’s Central Marina service area into Zones 2 and 2A and allocated to MCWD 3,020 AFY from the Salinas Valley Groundwater Basin for use in the Central Marina service area. MCWD paid a net annexation fee of \$2,449,410 after receiving a \$400,000 credit against the annexation fee. Section 1.1, Purpose, of the 1996 Annexation Agreement stated:

The purpose of this Agreement and Framework is to help reduce seawater intrusion and protect the groundwater resource and preserve the environment of the Salinas River Groundwater Basin through voluntary commitments by the Parties to limit, conserve and manage the use of groundwater from the Salinas River groundwater basin, and to provide the terms and conditions for the annexation of certain territory in the Marina area to the [MCWRA’s] benefit assessment Zones 2 and 2A as a financing mechanism providing additional revenues to the [MCWRA] to manage and protect the groundwater resource in the Salinas River Groundwater Basin and to reduce seawater intrusion.

Under the 1996 Annexation Agreement, additional groundwater supply would be made available to MCWD for use within the Armstrong Ranch and the RMC Lonestar (now CEMEX) properties north of Marina when those properties exercised their respective rights to annex into Zones 2 and 2A. For example, in the early 1990s, RMC Lonestar pumped 500 AFY of non-potable water for its overlying sand mining operation. In the 1996 Annexation Agreement, RMC Lonestar agreed to limit its overlying groundwater right to 500 AFY in exchanged for the right to receive 500 AFY of potable water from MCWD upon annexation to MCWD and the payment of Zone 2

and 2A annexation fees to MCWRA. MCWD would then have the right to withdraw an additional 500 AFY from the Salinas Valley Groundwater Basin to serve that property.

The 1996 Annexation Agreement, like the 1993 Annexation Agreement, provided for MCWRA to develop a replacement potable water supply, such that most groundwater pumping within Fort Ord and Marina Area Lands could be curtailed. However, by Resolution 00-172 adopted on April 25, 2000, the Board of Supervisors decreed that the MCWRA has no contractual obligation to fund a potable water system for Fort Ord and the Marina Area Lands. MCWD will endeavor to develop its own new water supplies to supplement its groundwater rights.

MCWRA Recycled Water Projects. Please see the discussion in Section 3.9.1 on the Monterey County Water Recycling Projects, a combination of the Salinas Valley Reclamation Project (recycled water) and the Castroville Seawater Intrusion Project (CSIP) (distribution and supplemental well system), funded through the establishment of Zone 2B to fight seawater intrusion in the 180/400-Foot Aquifer Subbasin. Construction began in 1995 and delivery of recycled water to fields near Castroville started in 1998.

In summary, as stated in the 1993 Annexation Agreement, the Salinas Valley Groundwater Basin has had a problem with seawater intrusion since the 1940s. The prevention of seawater intrusion was a principal reason for the enactment of the District Act in 1947. Since then, the MCWRA has developed projects and program to reduce the adverse impacts from pumping and seawater intrusion within the 180/400-Foot Aquifer Subbasin. Unfortunately, the results of those efforts did not prevent DWR in January 2016 from classifying the subbasin as being Critically Overdrafted. The District Act and then the Agency Act have been the foundation of groundwater management within Monterey County. Now in the SGMA era, that foundation needs to be recognized and integrated into and coordinated with this GSP for the 180/400-Foot Aquifer Subbasin.

[Substitute the following for the entire Section 3.9]

3.9 CONJUNCTIVE USE PROGRAMS

3.9.1. Monterey county Water Recycling Projects

The Monterey County Water Recycling Projects are a combination of the Salinas Valley Reclamation Project (recycled water) and the Castroville Seawater Intrusion Project (CSIP) (distribution and supplemental well system). They are funded through the establishment of Zone 2B to fight seawater intrusion in the 180/400-Foot Aquifer Subbasin. Construction began in 1995 and delivery of recycled water to fields near Castroville started in 1998.

CSIP is the only existing conjunctive use project that operates in the 180/400-Foot Aquifer Subbasin serving some 12,000 acres of farmland within the subbasin. The extend of the current CSIP distribution area is shown in Figure 3-6. Even with CSIP providing two-thirds of the growers' water needs, there continued to be a heavy reliance on pumping groundwater for irrigation. The Salinas River Diversion Facility (SRDF) was constructed to provide filtered and chlorinated river water and began operations in April 2010. During non-drought periods, the operation of the SRDF can significantly reduce the needed by growers to pump groundwater except in periods of extremely high irrigation demand. When river water is available and the SRDF is operating, grower groundwater pumping has been reduced by about 80% during peak irrigation demand periods. However, additional direct and in-lieu groundwater recharge projects are needed, and potential projects will be identified and discussed in the GSP for the subbasin.

3.9.2 Pure Water Monterey Groundwater Replenishment Project

The Pure Water Monterey (PWM) Groundwater Replenishment Project is an advance water recycling project jointly developed by Monterey Peninsula Water Management District (MPWMD), Monterey One Water (M1W), and MCWD. Advance treated recycled water (ATW) will be produced at M1W Wastewater Treatment Plant's (WWTP) Advanced Water Treatment Facility and The project will provide (1) 600 AFY of ATW to MCWD for non-potable irrigation uses and in-lieu groundwater recharge within MCWD's service areas (including portions of the 180/400-Foot Aquifer Subbasin, and (2) up to 3,700 AFY of ATW to MPWMD for injection to the Seaside Subbasin for later recovery for direct use within CalAm's Monterey District service area. This latter process is known as Indirect Potable Reuse (IPR). The project also allows for conjunctive use among project beneficiaries. The project is currently under construction with a planned commercial operations date in mid-2019. MCWD is entitled to a total of 1,427 AFY of ATW and the 600 AFY is the first phase. The second phase of 827 AFY will be developed depending upon future demand and funding.

The PWM Project supplements existing wastewater inflows to the M1W WWTP from the following new sources: (1) wastewater from the City of Salinas industrial wastewater system which is mostly referred to as the agricultural wash water system, (2) storm water flows from the southern part of Salinas, (3) surface water and agricultural tile drain water that is captured in the Reclamation Ditch, and (4) surface water and agricultural tile drain water that flows in the Blanco Drain. These new sources should also produce additional tertiary treated recycled water (not ATW) for use in CSIP.

The PWM project includes a conjunctive use component between CSIP users and CalAm. During wet and normal years, the project provides an additional 200 AFY of ATW for injection in the Seaside Subbasin, creating a banked groundwater reserve. During dry years, the project may deliver less than 3,500 AFY to the Seaside Subbasin, while CalAm will draw from its bank reserved to make up the difference to its supplies up to 3,500 AFY. This allows additional recycled water to be provided to CSIP agricultural users during dry years.

3.9.3 Armstrong Ranch Water Supply Augmentation Study and Additional Studies

The MCWD is conducting an assessment of water supply augmentation and groundwater recharge projects for MCWD's Central Marina and Ord Community service areas. This effort also includes working jointly with FORA and M1W to identify additional water supply options needed to meet an additional 973 AFY of demand identified in the Fort Ord Base Reuse Plan (BRP). Efforts to date assessed technical feasibility, permitting requirements, and costs of augmenting water supplies through Indirect Potable Reuse and the diversion of surplus surface water from the Salinas River available during winter months.

MCWD already owns lands within the Armstrong Ranch located within the 180/400-Foot Aquifer Subbasin and next to M1W's WWTP and ATW Facility. Excess Salinas River water could be diverted to the Armstrong Ranch site (1) for possible treatment in a water treatment plant and (2) for onsite groundwater recharge through either percolation or injection and for later recovery for direct potable use. A Southern Component would serve potable water to MCWD's service areas. A potential North Component could serve potable and non-potable water to areas north of the Salinas River within the subbasin. The Armstrong Ranch study began in 2016 and is anticipated to continue as part of the MCWD/FORA/M1W BRP study.

3.9.4 Options to Meet the Additional 2,400 AFY of Demand in the Fort Ord Base Reuse Plan

The Fort Ord Reuse Authority (FORA) is responsible for the oversight of the closure and economic redevelopment of the former Fort Ord. Redevelopment is performed pursuant to the Fort Ord Base Reuse Plan (BRP), adopted by FORA 1997 and reassessed in 2012. As described in 3.7.3.2 above, within the former Fort Ord, MCWD has been designated as the exclusive (1) water and sewer collection service provider and (2) developer and implementer of all new water supplies

for all non-Federal lands. Under an exclusive contract with the Army, MCWD is responsible for providing water and sewer collection services for the Army and other Federal agencies within the former Fort Ord.

The Final Environmental Impact Report (EIR) for the Fort Ord BRP projected a total water demand of 9,000 AFY at buildout, in excess of the 6,600 AFY groundwater supply allocated under the 1993 Annexation Agreement (see Section 3.8.1). Development of the 2,400 AFY of additional water supply was identified as one of the mitigation measures for redevelopment of Fort Ord. FORA and MCWD have conducted extensive studies and environmental reviews of options to supply that additional 2,400 AFY. FORA agreed that the 2,400 AFY would be met through 1,200 AFY of recycled water and 1,200 AFY of desalinated water. Subsequently, MCWD with FORA's approval secured an entitlement to 1,427 AFY of advanced treated water (ATW) from the Pure Water Monterey Project. FORA, MCWD, and M1W agreed to participate and fund a joint three-party planning process to identify water supply options to meet the 973 AFY shortfall. The three-party study began in 2018 and is anticipated to be completed in 2019. Water supply options to be studied include brackish water and seawater desalination, increased water conservation measures, the Armstrong Ranch Project, ASR, and additional ATW.

PRELIMINARY COMMENTS TO DRAFT VALLEY-WIDE INTEGRATED GSP, CHAPTERS 1 – 3

Note that some of the comments below are repeats of the draft 180/400 GSP comments.

Page/Section	Comment
4	The Section 2 introduction needs to identify (1) what areas the SVBGA and MCWD are designated by DWR as the exclusive GSA and (2) what areas where there are overlaps. It is good that the draft at least recognizes that there are overlap areas.
6, §3.1	The City of Marina needs to be added to the sentence: “The Subbasin contains the municipalities of ...”
9, §3.3.4	In the first sentence, the City of Marina needs to be added. Words along the following lines need to be substituted for the third sentence: “The Marina Coast Water District provides water and sewer collection services within its jurisdictional boundaries and within its Ord Community service area, which consists of the former Fort Ord. As a county water district, MCWD has water management authority over those areas. MCWD has filed an application with LAFCO to include all of the Ord Community service parcels that currently receive potable water or that have received final land use development approvals by the applicable land use jurisdiction.”
20, §3.6.1.4	MPWMD is also a CASGEM monitoring entity within the Monterey Subbasin and is responsible for areas within the former Seaside Subbasin prior to the 2016 basin boundary modification.
22, §3.6.3.2	Add the following fourth bullet: “Required CalAm and MCWRA monitoring wells for CalAm’s proposed source wells for the Monterey Peninsula Water Supply Project (MPWSP).”
22, §3.6.3.2	Please state how many of the USGS GAMA wells are environmental monitoring wells, irrigation wells, and public water supply wells.
20-26, §3.6	The GSP needs to provide references for existing monitoring programs, such as monitoring plans and monitoring program websites.
22, §3.6.3	MCWD and the Army monitors groundwater levels and quality at the former Fort Ord for control of groundwater contamination.
32, §3.7.3.3	See language above in 180/400 comments.

Page/Section	Comment
33, §3.8	Substitute then entire existing Section 3.8, Conjunctive Use Programs with the new Section 3.9, Conjunctive Use Programs, for the 180/400 GSP.
33-48, §3.9	Please provide references and document dates for the land use plans discussed.
33-48, §3.9	Please provide a discussion of FORA’s Base Reuse Plan as a land use plan in the GSP plan area, per § 354.8 (f) of GSP Regulations.
42, §3.9.4	Please ask the City of Marina to review this discussion of its General Plan. The City should also include a discussion about any Local Coastal Plan restrictions on new groundwater wells.
46, § 3.9.8	<p>A description of the existing prohibitions and restrictions on well drilling within the 180/400 Foot Aquifer Subbasin needs to be added, including the County’s 2018 Interim Ordinance, the County’s Well Prohibition in Fort Ord (Ordinance No. 04011), MCWD’s Well Ordinance (Municipal Code Chapter 3.32), and ordinances by other municipalities in the 180/400 Foot Aquifer Subbasin, if any. Check the Monterey County General Plan on additional restrictions on drilling new wells within the Coastal Zone.</p> <p>Possible placeholder description of the County’s Moratorium: County Moratorium on Accepting and Processing New Well Permits. On May 22, 2018, the Monterey County Board of Supervisors adopted Ordinance No. 5302 pursuant to Government Code Section 65858. The ordinance imposed a moratorium on the County Health Department accepting and processing new well permits; it was not a moratorium on additional groundwater pumping from existing wells. The ordinance was an Interim Urgency Ordinance, which took effect immediately upon adoption. The ordinance prohibits the acceptance or processing of any applications for new wells in the defined “Area of Impact” with stated exceptions, including municipal wells and replacement wells. Pursuant to Section 65858, the ordinance was originally only effective for 45 days to July 5, 2018, but at the June 26 Board meeting, the Board of Supervisors on a 4-1 vote extended the ordinance to May 21, 2020, by adoption of Ordinance No. 5303. During the moratorium, the County has stated that it will conduct further studies. [The “Area of Impact” map should be inserted.]</p>

26 March 2019

MEMORANDUM

To: Gary Peterson, Salinas Valley Basin Groundwater Sustainability Agency
Derrick Williams, P.G., C.Hg., Montgomery & Associates

From: Keith Van Der Maaten, P.E., Marina Coast Water District
Patrick Breen, Marina Coast Water District
Vera Nelson, P.E., EKI Environment and Water, Inc.
Tina Wang, P.E., EKI Environment and Water, Inc.

Subject: **Preliminary Comments Regarding Salinas Valley Basin Groundwater Sustainability Agency Draft Groundwater Sustainability Plan Chapter 4 (EKI B60094.03)**

On behalf of the Marina Coast Water District Groundwater Sustainability Agency (MCWD GSA), EKI has reviewed and prepared preliminary comments on the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) draft 180/400 Foot Aquifer Subbasin and Salinas Valley Integrated Groundwater Sustainability Plans (GSPs) Chapter 4, dated 30 November 2018 and updated 3 January 2019.

EKI has provided a majority of these comments during SVBGSA's December 6 Planning Committee Meeting and received concurrence from SVBGSA as identified below.

Comments for 180/400 Foot Aquifer Subbasin GSP, Chapter 4

1. Section 4.4.1 – Principal Aquifers and Aquitards

The GSP Regulations specifically define the term “Principal Aquifer” (California Code of Regulations (CCR) §351 (aa)) and have plan development as well as monitoring network requirements for identified Principal Aquifers. Currently, GSP Section 4.4.1 appears to have included all alluvial deposits/valley fill deposits from ground surface to the bottom of the subbasin in a single Principal Aquifer.

As agreed upon during the December 6 Planning Committee Meeting, the 180/400 Foot Aquifer Subbasin GSP should define multiple Principal Aquifers given the definable layers of aquifer and aquitard units in the subbasin. At least one Principal Aquifer should be defined for the Deep Aquifers (i.e. the 900-Foot and 1,500-Foot Aquifers). Per GSP Regulations, groundwater elevation contours, hydrographs, minimum thresholds for

seawater intrusion, sufficient monitoring network coverage, etc. should be developed for each Principal Aquifer identified in this GSP.

2. Section 4.4.1 – Principal Aquifers and Aquitards

In addition to the comment above, this section discusses extensive continuous clay layers within the 180/400 Foot Aquifer Subbasin. However, there are existing wells and abandoned wells that are potentially acting as “conduits” for saline water to flow to the lower aquifers¹. Airborne electromagnetic analysis conducted in the northern Salinas Valley Basin also showed that there are gaps in the 180/400-Foot Aquitard in the 180/400-Foot Aquifer Subbasin near the coast.

Please add a discussion of potential conduits of vertical flow in the Subbasin. This comment was not provided during the December 6 Planning Committee Meeting.

3. Section 4.4.2 – Aquifer Properties

In addition to defining multiple Principal Aquifers, the 180/400 Foot Aquifer Subbasin GSP should provide aquifer properties for each of the defined Principal Aquifers. The GSP should provide storativity, conductivity (per CCR §354.14 (b)(4)(B)), and transmissivity for each Principal Aquifer. We understand that Section 4.7 of the January 2019 update discussed aquifer parameters as a data gap. As agreed upon during the Planning Committee meeting, SVBGSA will obtain these aquifer property parameters from the Water Resources Agency to include in this section.

This section could benefit from either a table or description on an aquifer and aquitard basis compiling all the relevant data (e.g. from field tests or models) and tabulating ranges for each aquifer or aquitard.

4. Figures 4-6, 4-7, and 4-8 – Cross-Sections

The Deep Aquifers are unrepresented in cross-sections. Please provide a discussion if this is a data gap.

This comment has been noted by and concurred to by SVBGSA during the Planning Committee Meeting. Section 4.7 of the January 2019 update has included information on the deep aquifer as a data gap.

5. Section 4.6.2 – Seawater Intrusion

¹ Monterey County Water Resources Agency. Recommendations to Address the Expansion of Seawater Intrusion in the Salinas Valley Groundwater Basin, October 2017.

Please add the following text after the second paragraph on Page 33. This comment was not provided during the December 6 Planning Committee Meeting.

“Groundwater with a total dissolved solid of 3,000 mg/L or less, is groundwater that is considered to be suitable, or potentially suitable, for beneficial uses in accordance with SWRCB Resolution No. 88-63 as adopted in its entirety in the Central Coast Regional Water Quality Control Board’s Basin Plan. California Code of Regulations, Title 23, Section 659 – 669 lists the beneficial uses of surface water, which is also applicable to groundwater. Those beneficial uses include (1) domestic use, (2) irrigation use, (3) power use, (4) frost protection use, (5) municipal use, (6) mining use, (7) industrial use, (8) fish and wildlife preservation and enhancement use, (9) aquaculture use, (10) fish and wildlife protection and enhancement, (11) recreational use, (12) water quality use, and (13) stock watering use. In addition, Water Code Section 1242 states that the storing of water underground constitutes a beneficial use.”

Comments for Salinas Valley Integrated Subbasin GSP, Chapter 4

1. Section 4.4 – Groundwater Hydrology

On Page 17, the GSP states

“The presence of laterally continuous clay layers distinguishes the 180/400-Foot Aquifer Subbasin from the other subbasins in the Valley. As described in the following two subsections, the presence of continuous clay layers affects the following aspects of the basin hydrogeology:

- *A near-surface clay layer creates relatively shallow confined conditions in the 180/400-Foot Aquifer Subbasin, in contrast to the unconfined conditions over most of the basin*
- *Deeper clay layers create definable aquifers in the 180/400-Foot Aquifer Subbasin, whereas most of the basin includes only a single undifferentiated aquifer.”*

This section implies that the 180/400 Foot Aquifer Subbasin contains definable aquifer layers, whereas other subbasins in Salinas Valley do not have definable aquifer layers. However, definable aquifers also exist throughout the Monterey Subbasin and throughout most of the Forebay Aquifer Subbasin to just north of King City.

Additionally, this section should provide a discussion of the sediments across the basin that are stratigraphically equivalent. For example, the shallow zone and deep zones in the Eastside Subbasin “are generally time-stratigraphically equivalent to the Pressure 180-Foot and Pressure 400-Foot Aquifers”.²

² Brown and Caldwell, 2015. State of the Salinas River Groundwater Basin, dated 16 January 2015.

2. Section 4.7.2 – Seawater Intrusion

Please add the following text on Page 35. This comment was not provided during the December 6 Planning Committee Meeting.

“Groundwater with total dissolved solids of 3,000 mg/L or less, is groundwater that is considered to be suitable, or potentially suitable, for beneficial uses in accordance with SWRCB Resolution No. 88-63 as adopted in its entirety in the Central Coast Regional Water Quality Control Board’s Basin Plan. California Code of Regulations, Title 23, section 659 – 669 lists the beneficial uses of surface water, which is also applicable to groundwater. Those beneficial uses include (1) domestic use, (2) irrigation use, (3) power use, (4) frost protection use, (5) municipal use, (6) mining use, (7) industrial use, (8) fish and wildlife preservation and enhancement use, (9) aquaculture use, (10) fish and wildlife protection and enhancement, (11) recreational use, (12) water quality use, and (13) stock watering use. In addition, Water Code Section 1242 states that the storing of water underground constitutes a beneficial use.”

18 April 2019

MEMORANDUM

To: Gary Peterson, Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA)
Derrick Williams, P.G., C.Hg., Montgomery & Associates

From: Keith Van Der Maaten, P.E., Marina Coast Water District (MCWD)
Patrick Breen, MCWD
Vera Nelson, P.E., EKI Environment and Water, Inc. (EKI)
Tina Wang, P.E., EKI

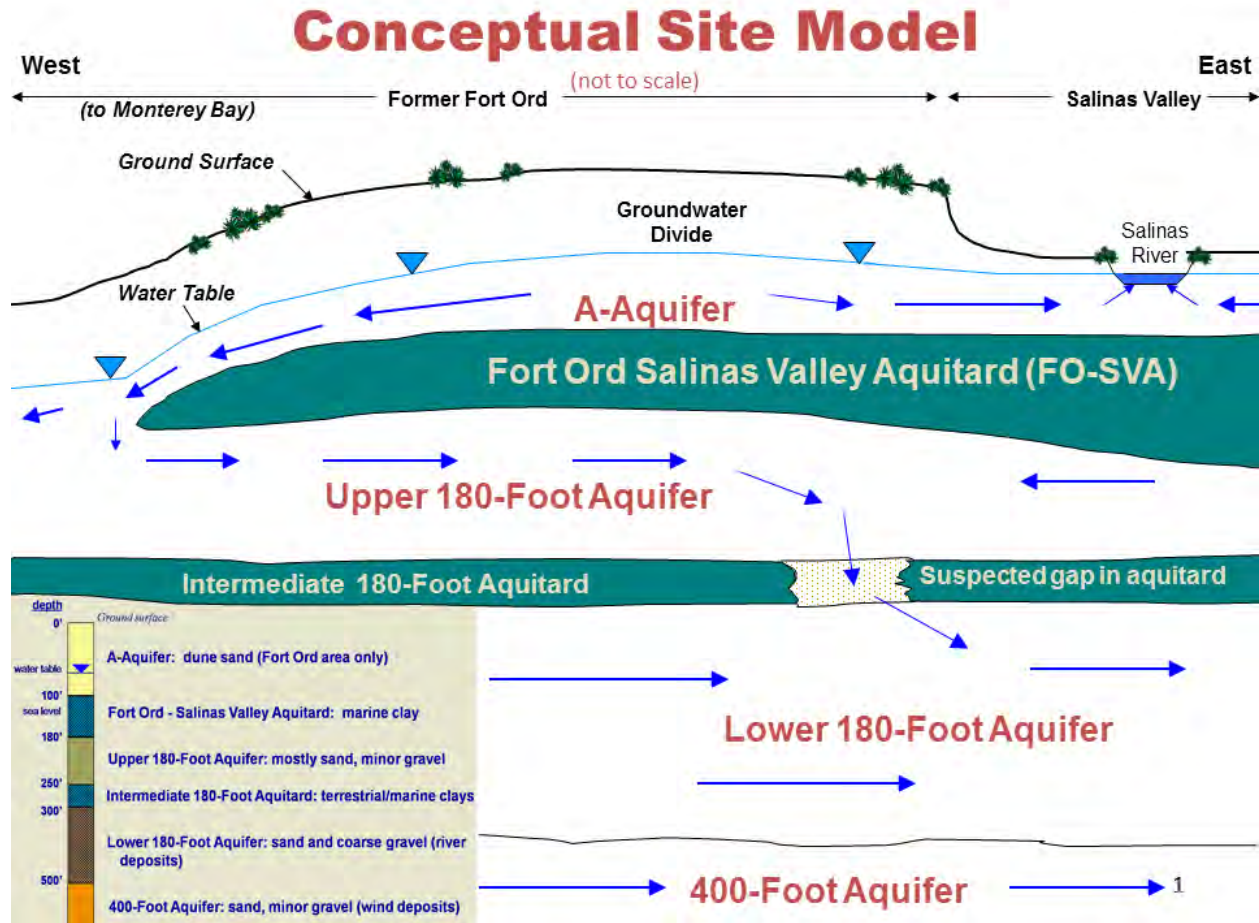
Subject: Preliminary Comments Regarding Salinas Valley Basin Groundwater Sustainability Agency Draft Groundwater Sustainability Plan Chapter 5 (EKI B60094.03)

On behalf of the Marina Coast Water District Groundwater Sustainability Agency (MCWD GSA), EKI has reviewed and prepared preliminary comments on the SVBGSA draft 180/400 Foot Aquifer Subbasin and Salinas Valley Integrated Groundwater Sustainability Plans (GSPs) Chapter 5, released January 2019 and updated February 2019.

1. General Comment

We understand that SVBGSA has solicited input during its February 7 Planning Committee regarding the inclusion of the Dune Sand Aquifer in its GSPs. Although the Dune Sand Aquifer exists only south of the river and thus encompasses a small portion of the 180/400 Foot Aquifer Subbasin, we request that the 180/400 Foot Aquifer Subbasin GSP characterize the Dune Sand Aquifer for the following reasons.

- (1) The Dune Sand Aquifer is an important source of freshwater and recharge to deeper aquifers south of the Salinas River.
 - Groundwater level data and groundwater quality data obtained from Fort Ord indicate that groundwater with low TDS concentrations from the Dune Sand Aquifer seeps down into the upper portion of the 180-Foot Aquifer, upgradient of the coast and then “U-turns” and flows back into the basin. This process is illustrated in figures presented on Fort Ord’s website:



Source: <http://fortordcleanup.com/programs/groundwater>

- Recent airborne electromagnetic (AEM) data collected in the northern Salinas Valley (see Attachment A) has confirmed that freshwater exists in the Dune Sand Aquifer and underlying portions of the Upper 180-Foot Aquifer in 180/400-Foot Aquifer Subbasin.
- (2) The Dune Sand Aquifer is likely a water source for shallow wells in the Corral de Tierra area in the adjacent Monterey Subbasin, which should be further confirmed by SVBGSA in its preparation of GSP components of the Corral de Tierra area.
 - (3) Chemical impacts exist within the Dune Sand Aquifer, which could impact other underlying aquifers.
 - Volatile organic compounds (VOCs) and other constituents have been detected in groundwater within the Dune Sand Aquifer at the Monterey Peninsula Landfill (Geotracker ID L10005501051).

- Groundwater quality data obtained from Monterey Peninsula Water Supply Project (MPWSP) shallow monitoring wells suggest that nitrate impacts may exist in the Dune Sand Aquifer.
- (4) Multiple Projects have been proposed within the Dune Sand Aquifer in the 180/400-Foot Aquifer Subbasin.
- Several studies have been completed by MCWD and Fort Ord Reuse Authority (FORA) to evaluate the potential infiltration and storage of Advanced Treated wastewater or excess surface water from the Salinas River within the Dune Sand Aquifer at Armstrong Ranch.
 - MPWSP slant wells are screened across and will draw water from the Dune Sand Aquifer.

Therefore, the 180/400 Foot Aquifer Subbasin GSP should characterize the Dune Sand Aquifer and develop a plan to manage current as well as planned groundwater activities in the Dune Sand Aquifer. Moreover, MCWD will coordinate with SVBGSA to develop Sustainable Management Criteria (SMCs) for Dune Sand Aquifer in the Monterey Subbasin GSP, given the Dune Sand Aquifer's importance in water source and groundwater recharge. It is important that the Dune Sand Aquifer is properly characterized in both the 180/400 Foot Aquifer Subbasin GSP and the Monterey Subbasin GSP, so that a coordinated set of SMCs are developed for the Dune Sand Aquifer in both GSPs.

2. Section 5.1 – Groundwater Elevations

Draft chapter 5 of the 180/400 Foot Aquifer Subbasin GSP states that “Insufficient data currently exist to map flow directions and groundwater elevations in the deep aquifer” (Page 17) and “Hydrographs are not available for wells completed in the Deep Aquifer” (Page 18). However, MCWRA's 2017 *Recommendations to Address the Expansion of Seawater Intrusion in the Salinas Valley Groundwater Basin* states that there are 32 active production wells and eight monitoring wells screened in the deep aquifers, and that MCWRA monitors groundwater levels at thirteen locations in the Deep Aquifers “with varying frequency”, a majority of which are located in the 180/400 Foot Aquifer Subbasin. Figure 21 of the document showed average groundwater level changes in the deep aquifers from 1986 to 2016. We suggest that the SVBGSA obtain this information from MCWRA and provide groundwater elevation and/or elevation trend information in the Deep Aquifer.

3. Section 5.2 – Seawater Intrusion

Per GSP Regulations Section 354.16 (c), a GSP should provide “seawater intrusion conditions in the basin, including maps and cross sections of the seawater intrusion front for each

principal aquifer”. The GSPs should address this requirement and provide cross-sections. AEM data collected by MCWD should be incorporated into these cross-sections¹.

Attachments

Attachment A. Selected Figures from Gottschalk et al. Interpretation of Hydrostratigraphy and Water Quality from AEM Data Collected in the Northern Salinas Valley, CA, dated 15 March 2018.

¹ Gottschalk et al. Interpretation of Hydrostratigraphy and Water Quality from AEM Data Collected in the Northern Salinas Valley, CA, dated 15 March 2018.

Attachment A

Selected Figures from Gottschalk et al. Interpretation of Hydrostratigraphy and Water Quality from AEM Data Collected in the Northern Salinas Valley, CA, dated 15 March 2018.

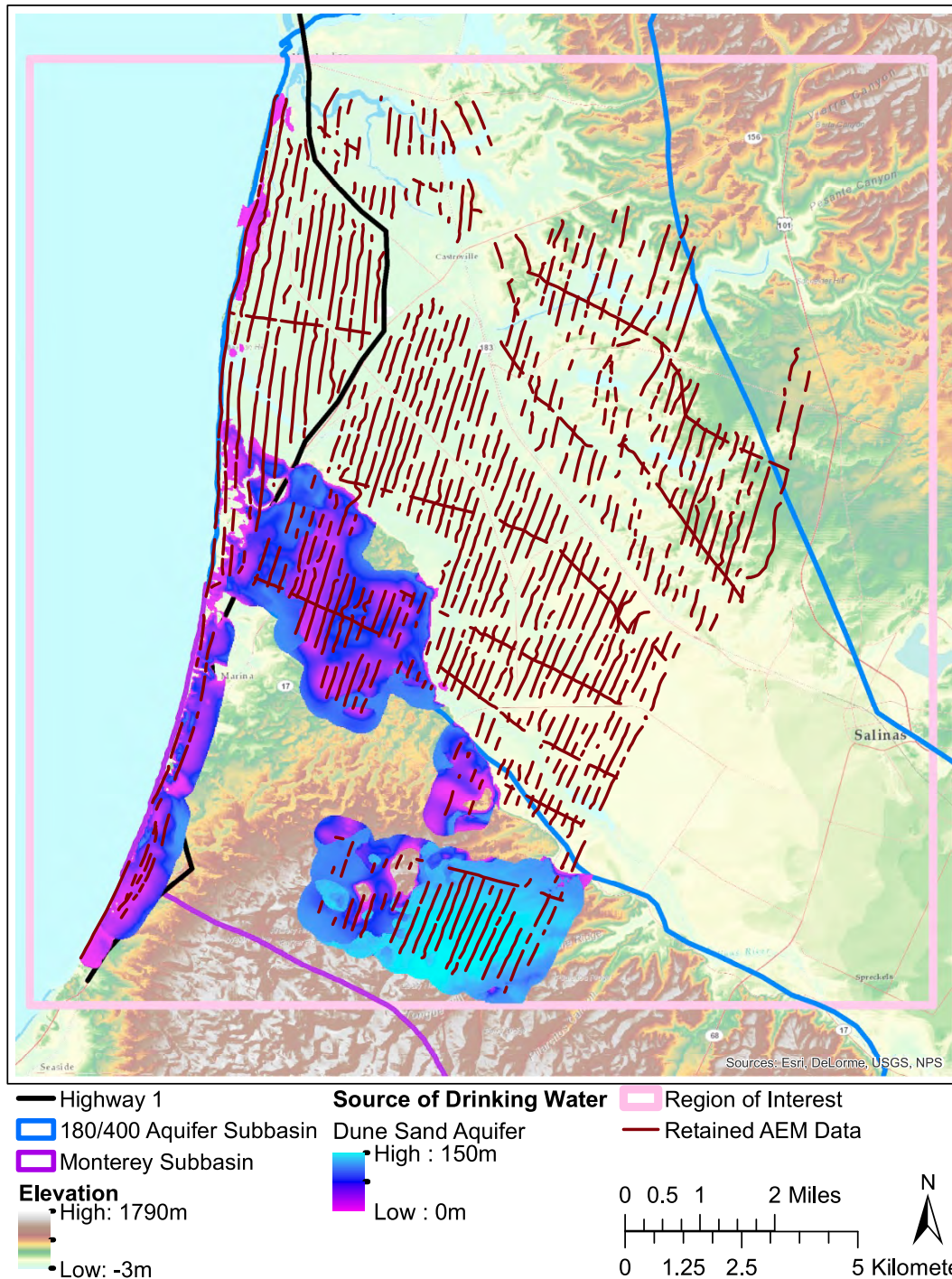


Figure 22: Interpreted thickness of the subsurface containing sources of drinking water within the Dune Sand Aquifer in the region of interest, shown in a color scale ranging from purple to light blue, representing 0 m to 150 integrated meters of the source drinking water, respectively. Overlaying the thickness of sources of drinking water are the locations where AEM data were collected and retained for processing, shown as red lines. The Dune Sand Aquifer lies south of the Salinas River, aside from the dune sand deposits along the coast within the Salinas Valley basin, which are also treated as part of the Dune Sand Aquifer here. The boundaries used in calculating the regions containing sources of drinking water, Highway 1, the 180/400 Aquifer Subbasin, and the Monterey Subbasin, are shown as black, blue, and purple lines, respectively.

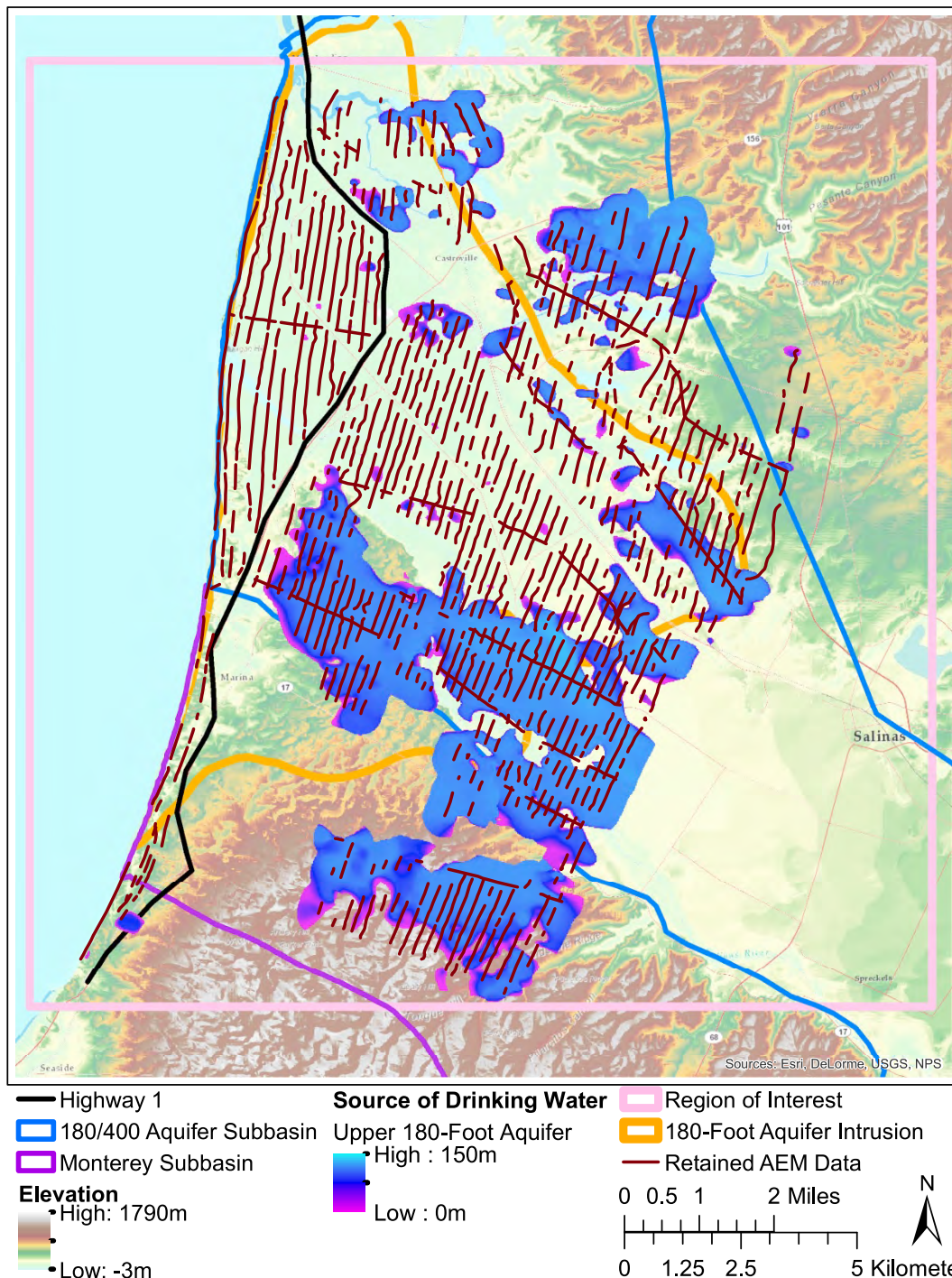


Figure 23: Interpreted thickness of the subsurface containing sources of drinking water within the Upper 180-Foot Aquifer in the region of interest, shown in a color scale ranging from purple to light blue, representing 0 m to 150 integrated meters of the source of drinking water, respectively. Overlaying the thickness of sources of drinking water are the locations where AEM data were collected and retained for processing, shown as red lines. The extent of saltwater intrusion in the 400-Foot Aquifer, as measured by the Monterey County Water Resources Agency, is shown as an orange line. The boundaries used in calculating the regions containing sources of drinking water, Highway 1, the 180/400 Aquifer Subbasin, and the Monterey Subbasin, are shown as black, blue, and purple lines, respectively.



MARINA COAST WATER DISTRICT

11 RESERVATION ROAD, MARINA, CA 93933-2099

Home Page: www.mcwd.org

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

DIRECTORS

THOMAS P. MOORE
President

JAN SHRINER
Vice President

HERBERT CORTEZ
PETER LE
MATT ZEFFERMAN

2 July 2019

Mr. Gary Peterson
General Manager
Salinas Valley Basin Groundwater Sustainability Agency
1441 Shilling Place
Salinas, CA 93901

Mr. Derrick Williams
Montgomery & Associates
1232 Park Street, Suite 201B
Paso Robles, CA 93446

Dear Mr. Peterson and Mr. Williams,

Thank you for taking the time to meet with us and our SGMA consultant EKI Environment & Water Inc. regarding Draft Chapter 6 (Water Budgets) of the 180/400 Foot Aquifer Subbasin Groundwater Sustainability Plan (180/400 Subbasin GSP) on June 19, 2019. This letter provides a written summary of our comments on Draft Chapter 6. These comments incorporate information discussed during our meeting and provide suggested draft language for inclusion in Chapter 6, based upon our discussions.

MAJOR COMMENTS

1. Estimated Sustainable Yield Inconsistent with Sustainable Groundwater Management Act (“SGMA”)

The term “sustainable yield” is defined under Sustainable Groundwater Management Act (SGMA) as “the maximum quantity of water, calculated over a base period representative of long-term conditions in the basin and including any temporary surplus, that can be withdrawn annually from a groundwater supply without causing an undesirable result.”

Additionally, on Page 24 of Department of Water Resources’ Best Management Practices for the Sustainable Management of Groundwater states the following:

“[w]ater budget accounting information should directly support the estimate of sustainable yield for the basin and include an explanation of how the estimate of sustainable yield will allow the basin to be operated to avoid locally defined undesirable results. The explanation should include a discussion of the relationship or linkage between the estimated sustainable yield for the basin and local determination of the sustainable management criteria (sustainability goal, undesirable results, minimum thresholds, and measurable objectives).”

However, as discussed during our meeting, we understand that due to modeling limitations, data gaps, and uncertainties regarding future projects and management actions, the GSP will not attempt to estimate the “sustainable yield” of the 180/400 Subbasin, as defined under SGMA. Rather, the GSP will provide a gross estimate of the total current and future fresh groundwater inflows¹, in the absence of any additional groundwater augmentation project (defined herein as the “GSP Sustainable Yield”). The GSP Sustainable Yield effectively provides an “upper bound” on the sustainable yield of the basin (i.e., assuming no water is added to the basin), but it does not represent the actual amount of groundwater that can be extracted without creating undesirable results within the 180/400 Subbasin. The GSP Sustainable Yield will also not meet all of the sustainable management criteria identified in Chapter 8, and does not address inland gradients that will limit the Monterey Subbasins to achieve sustainability. For example, the information presented in Chapter 6 indicates that seawater intrusion will continue to occur under the identified sustainable yield, the management objective for seawater intrusion identified in Chapter 8 is the 500 milligrams per liter (mg/L) chloride contour at Highway 1.

We understand that SVBGSA intends to propose projects to halt seawater intrusion (e.g., groundwater extraction/injection barriers) and that such projects will affect the Sustainable Yield of the basin. Given that such projects will affect the sustainable yield, we understand that these values cannot be finalized before completing the project and management actions analyses, and selecting which projects will ultimately be implemented. As such we recommend that, the draft water budget chapter include additional language that stresses the difference between the estimated GSP Sustainable Yield and the quantity of groundwater that can be withdrawn without causing undesirable results and meeting sustainable management criteria.

We recommend that the following language be included:

The "sustainable yield estimate" presented in the draft Water Budget chapter does not consider all of the sustainability indicators or sustainable management criteria. As such, it is not equivalent to the quantity of groundwater that can be extracted without causing undesirable results. The plan for achieving sustainability in the basin will be addressed through projects and management actions, where SVBGSA will compare the projected and actual outcomes of project and management actions against sustainable management criteria and ultimately evaluate how much groundwater can be extracted, based upon the projects and management actions that are selected and implemented.

2. The 180/400 Subbasin GSP must not preclude the Monterey Subbasin from Achieving Sustainability

A summary of the historical, current, and future water budget calculations presented in Chapter 6 is included in Attachment A. As shown in Attachment A, net groundwater inflows from the Monterey Subbasin to the 180/400 Subbasin were assumed to be 3,000 acre-feet per year (AFY) in the historical and current water budgets, and estimated to be 5,500 to 6,200 AFY in the projected water budgets. The historical net groundwater inflow estimates appear to be based upon data collected from 1970 to 1994. Review of current data indicates that these values likely underestimate cross-boundary flows from the Monterey Subbasin, and likely do not include flows in the Deep Aquifer where inland gradients exist.

¹ These inflows represent the amount of groundwater that can be withdrawn without decreasing the overall groundwater storage in the basin.

As stated in our comments to draft Chapter 8, the 180/400 Subbasin GSP must address inland gradients and cross-boundary groundwater flows from the Monterey Subbasin into the 180/400 Subbasin. The GSP fails to mention that current and projected increases in groundwater extraction in the 180/400 Subbasin are being sustained, in part, by cross-boundary groundwater flows from the Monterey Subbasin, where seawater intrusion is already occurring. The GSP for the 180/400 Subbasin may not create conditions that preclude the Monterey Subbasin from reaching sustainability.

As stated in our comments to draft Chapter 8, unless alternative water supplies are provided by SVBGSA to the Monterey Subbasin, groundwater inflows to the Monterey Subbasin must be adequate to sustain groundwater extraction by Marina Coast Water District (MCWD) from its water production wells.

We recommend that the following language be added to the GSP:

Pursuant to GSP Regulation 350.4 (f), the 180/400 Subbasin GSP will consider the effects of its implementation on the adjacent Monterey Subbasin, and its ability to achieve and maintain sustainability.

“A Plan will be evaluated, and its implementation assessed, consistent with the objective that a basin be sustainably managed within 20 years of Plan implementation without adversely affecting the ability of an adjacent basin to implement its Plan or achieve and maintain its sustainability goal over the planning and implementation horizon.”

The Monterey and 180/400 Subbasins are hydraulically connected. Therefore, the sustainable yield and sustainable management criteria for the 180/400 Subbasin and the Monterey Subbasin must consider the effects of cross-boundary groundwater flows between subbasins and/or the provision of alternative water supplies. The Monterey Subbasin GSP will also include projects and management actions that could benefit both subbasins.

In addition, we recommend that the following information/language be added to the GSP regarding:

- (a) the 1993 Fort Ord Annexation Agreement² and the 1996 Marina Lands Annexation Agreement³
- (b) groundwater use by MCWD and others within the Monterey Subbasin.

1993 Fort Ord Annexation Agreement

Under the 1993 Fort Ord Annexation Agreement the MCWRA annexed the Fort Ord lands into Zones 2 and 2A and allocated to the Army 6,600 acre-feet per year of potable groundwater from the Salinas Valley Groundwater Basin. The Army paid an annexation fee of \$7.4 million to be used by MCWRA to complete the design of the Castroville Seawater Intrusion Project (CSIP). In addition, the Army received a \$400,000 credit for money spent on planning and information for the EIR/EIS for CSIP, the Salinas Valley Reclamation Project, and the Fort Ord Annexation. The September 10, 1993 “Annexation Assembly and Evaluation Report for the Annexation of Fort Ord by the Monterey County Water Resources Agency,”

² “Agreement between the United States of America and the Monterey County Water Resources Agency concerning Annexation of Fort Ord into Zones 2 and 2A of the Monterey County Water Resources Agency, Agreement No. A-06404”, dated September 21, 1993,

³ “Annexation Agreement and Groundwater Mitigation Framework for Marina Area Lands” dated March 1996 (1996 Annexation Agreement), among the MCWRA, the Marina Coast Water District, J.G. Armstrong Family Members, RMC Lonestar (now CEMEX), and the City of Marina,

which was incorporated as Appendix D to the 1993 Annexation Agreement, provides the background and justification for the annexation. The Executive Summary to that report states in part the following:

The purpose of this annexation by [MCWRA] is to provide the basis for a long term, reliable, potable water supply to supply the Army's residual mission at Fort Ord after it is realigned per the Base Closure and Realignment Act of 1990. Annexation will also facilitate the disposal and reuse of the portions of Fort Ord not needed to support the Army's residual mission.

Section 4, Terms and Conditions of the 1993 Annexation Agreement state the following:

4.c. After execution of this agreement and until Project Implementation⁴, Fort Ord/POM Annex/RC may withdraw a maximum of 6,600 acre-feet of water per year from the Salinas Basin, provided no more than 5,200 acre-feet per year are withdrawn from the 180-foot aquifer and 400-foot aquifer. The 6,600 and 5,200 acre-feet thresholds correspond to the annual peak (1984) and recent average (1988-1992) amounts of potable water Fort Ord has withdrawn from the Salinas Basin (does not include pumpage-from the-non-potable golf course well in the Seaside Basin). ...The MCWRA agrees not to object to any Fort Ord/POM Annex/RC withdrawal under 6,600 acre-feet per year, except in compliance with California Water Code Appendix, Chapter 52, Section 22.

4.g. Should future litigation, regulation or other unforeseen action diminish the total water supply available to the MCWRA, the MCWRA agrees that it will consult with the Fort Ord/POM Annex Commander. Also, in such an event, the MCWRA agrees to exercise its powers in a manner such that Fort Ord/POM Annex/RC shall be no more severely affected in a proportional sense than the other members of the Zones.

4.h. If prior to Project Implementation, any Fort Ord/POM Annex well (including any located in the Seaside Basin) becomes contaminated with seawater, or is adversely affected by regulatory or legal action, the MCWRA: shall cooperate with the Government in finding an interim water supply; shall assist the Government in any permit processes necessary to obtain such an interim water supply; and shall provide the same services to the Government as it would to any other municipal water supplier in the Zones under similar circumstances. The Government will bear the costs of obtaining such an interim water supply. Such costs will not include the cost of MCWRA staff time in providing services to the Government hereunder. The MCWRA will continue to monitor the rate of seawater intrusion, and will keep the Fort Ord/POM Annex Commander informed as to: the rate of seawater intrusion; the progress of plans for its Project; and the estimated remaining life of the Fort Ord/POM Annex wells. The MCWRA shall pass to the Fort Ord/POM Annex Commander

⁴ As defined in paragraphs 2.j. and 2.k. of the Agreement:

2.j. Project: A future, long term, reliable, potable water system for the POM Annex/RC and other areas; the Project will provide at least 6,600 acre-feet per year which will permit all Salinas Basin wells on Fort Ord Lands to be shut down except during emergencies; stopping all pumping from the Salinas Basin on Fort Ord Lands is necessary to mitigate seawater intrusion; the MCWRA is currently developing such a Project to supply water to the Fort Ord Lands, Marina, Salinas, Toro Park, and perhaps other areas in north Monterey County; it is also possible that another water agency, district, utility, or purveyor could develop a smaller scale Project to supply water for just the Fort Ord Lands;

2.k. Project Implementation: The potable water system cited in paragraph 2.j. shall be considered "implemented" upon both the completion of construction and the delivery of potable water to POM Annex/RC from the completed water system;

any information they may obtain related to the continuing yield of Fort Ord/POM Annex wells located in the Seaside Basin.

1996 Marina Lands Annexation Agreement

Under the 1996 Marina Lands Annexation agreement the MCWRA annexed MCWD's Central Marina service area into Zones 2 and 2A and allocated to MCWD 3,020 AFY from the Salinas Valley Groundwater Basin for use in the Central Marina service area. MCWD paid a net annexation fee of \$2,449,410 after receiving a \$400,000 credit against the annexation fee. Section 1.1, Purpose, of the 1996 Annexation Agreement states:

The purpose of this Agreement and Framework is to help reduce seawater intrusion and protect the groundwater resource and preserve the environment of the Salinas River Groundwater Basin through voluntary commitments by the Parties to limit, conserve and manage the use of groundwater from the Salinas River groundwater basin, and to provide the terms and conditions for the annexation of certain territory in the Marina area to the [MCWRA's] benefit assessment Zones 2 and 2A as a financing mechanism providing additional revenues to the [MCWRA] to manage and protect the groundwater resource in the Salinas River Groundwater Basin and to reduce seawater intrusion.

Terms and conditions in Sections 5 and 8 of the Agreement states:

5.1.1 Commencing on the effective date of this Agreement and Framework and continuing until Mitigation Plan Implementation, MCWD will limit its withdrawal of potable groundwater from the Basin for land in the Marina area and outside the former Fort Ord Military Reservation to 3,020 afy of potable groundwater, and only such additional quantities as are permitted by this paragraph 5.1. MCWRA's groundwater resource planning for the existing MCWD service area will be based on the latest information and projections contained in the MCWD Water Plans, using 3,020 afy as a planning guideline for potable water use.

5.1.1.1 After Compliance with all applicable requirements of law, including but not limited to CEQA, MCWD may improve the interconnection between the MCWD water system and the water system serving Fort Ord, to provide for joint, conjunctive and concurrent use of all system facilities to serve Fort Ord and other areas served by MCWD, and the other Parties will cooperate on MCWD's increased withdrawal of potable groundwater by up to 1,400 afy from the 900-foot aquifer to enable the increased withdrawals from 5200 afy to 6600 afy for use on Fort Ord, as provided in paragraph 4.c. of the September 1993 Agreement between the The United States of America and the MCWRA.

5.2. No objection by MCWRA to MCWD withdrawals except pursuant to section 22 of Agency Act. The MCWRA shall not object to any withdrawal by MCWD which is mentioned in section 5.1 above, except in compliance with section 22 of the Agency Act. All groundwater withdrawn from the Basin by MCWD may be used only within the Basin.

8.1. Equal treatment by MCWRA and MCWD. If future litigation, regulation or other unforeseen action diminishes the total water supply available to MCWRA, MCWRA agrees that it will exercise its powers so that MCWD, Armstrong and Lonestar shall be no more severely affected in a proportional sense than other lawful users of water from the Zones, based on the right before the imposition of any uniform and generally applicable restrictions as described in paragraph 8.2 to use

at least the quantities of water from the Basin described in paragraphs 5.1., 6.9., and 7.2. MCWRA shall not at any time seek to impose greater restrictions on water use from the Basin by MCWD, Armstrong or Lonestar than are imposed on users either supplying water for use or using water within the city limits of the City of Salinas. MCWD, Armstrong and Lonestar will comply with any basin-wide or area-wide water allocation plans established by the MCWRA which include MCWD, Armstrong and Lonestar, and which do not impose on use of water on the lands described in Exhibits “B”, “C”, and “D” restrictions greater than are imposed on users either supplying water for use or using water within the City of Salinas, and which satisfy the requirement of paragraph 5.2 of this Agreement and Framework.

Groundwater Use by MCWD within the Monterey Subbasin for Fort Ord Lands and Marina Lands

On October 23, 2001, the U.S. Government through the Secretary of the Army made an economic development conveyance by quitclaiming the following assets to FORA and the next day on October 24, 2001, FORA deeded those very same assets to MCWD: (1) all of Fort Ord’s water and sewer infrastructure; (2) under the 1993 Fort Ord Annexation Agreement, 4,871 AFY of the Army’s 6,600 AFY of MCWRA groundwater allocation with the Army reserving 1,729 AFY; and (3) 2.22 MGD of the Army’s prepaid wastewater treatment capacity under the Army-MRWPCA Agreement. The Army and MCWD have a long-term water supply contract whereby MCWD is authorized to use the Army’s reserved groundwater allocation to serve Federal activities within the former Fort Ord. Consequently, MCWD either owns or manages the 9,620 AFY of the MCWRA groundwater allocations for the benefit of both Fort Ord Lands and Marina Lands.

MCWD has produced 4,300 AFY of groundwater, on average, over the 15 years prior to the historic drought of 2014-2017. Approximately, 1,300 AFY has been produced from the lower 180-foot and 400-foot aquifers, and 2,000 AFY has been extracted from the deep aquifers. Total groundwater extraction from the Monterey Subbasin over the 5 years prior to the historical drought is estimated to be approximately 4,500 AFY on average⁵. Annual production by MCWD for the period between 2000 and 2018 are provided in Attachment B.

3. Uncertainty in Water Budget Estimate of Groundwater Inflow Components

As part of the groundwater inflow components of the water budget, three components entail percolation of water from the land surface down to groundwater, including Streamflow Percolation (Section 6.5.1), Deep Percolation of Precipitation (Section 6.5.2), and Deep Percolation of Excess Applied Irrigation (Section 6.5.3). The fourth source of groundwater inflows included in the groundwater budget is Subsurface Inflows from Adjacent Subbasins (Section 6.5.4), which come from the Forebay Subbasin and the Monterey Subbasin.

There appears to be significant uncertainty in the quantity of each of these inflows as evidenced by the variability in the estimate of deep percolation between the Historical (97,300 AFY) and Future Projected (148,000 to 153,000 AFY) water budgets (see Attachment A). Further, the conceptualization of sources of inflow to the groundwater system is at odds with the description of recharge sources in the Draft Chapter 4. Specifically, Chapter 4 (Section 4.4.3) describes recharge in the 180/400 Subbasin as follows:

⁵ Estimated based on Public Water Systems Statistic Survey (i.e. Form 38) data obtained from the Department of Water Resources.

“Although Figure 4-9 shows some areas of good potential recharge in the 180/400-Foot Aquifer Subbasin, recharge to the productive zones of the Subbasin is very limited because of the low permeability Salinas Valley Aquitard. It is unlikely that any significant surficial recharge in the 180/400-Foot Aquifer Subbasin reaches the productive 180-Foot Aquifer or the 400-Foot Aquifer.”

The amount of recharge stated to occur from the deep percolation sources (97,300 AFY) far outweighs the amount coming from subsurface inflow (20,000 AFY total), which is inconsistent with the description of the recharge sources in Chapter 4.

We understand that there is insufficient information currently available to accurately assess these inflow components. As such, we recommend that the GSP acknowledge this uncertainty and identify it as a data gap. The GSP should provide a plan to further assess both deep percolation and other basin inflow components. Doing so may reveal significantly different recharge sources for the shallow unconfined aquifer system versus the deeper aquifer system which could have important management implications and be critical for evaluating the effectiveness of potential recharge projects.

4. Water budget Information Should be Developed for each Principal aquifer

Water budget information for each principal aquifer is necessary to verify that proposed future operations of the basin, including implementation of projects and management actions, will not lead to undesirable results in each principal aquifer. Seawater intrusion is occurring in both the 180 Foot Aquifer and the 400 Foot Aquifer, and inland gradients exist within the Deep Aquifer. In order to reach sustainability, hydraulic gradients in each of these aquifers will need to be reversed either through decreasing groundwater extraction and/or future supply augmentation projects. As such, water budgets for each aquifer must be established to verify that undesirable effects do not occur.

We understand that information related to groundwater extraction within individual aquifer zones is currently limited and that water budgets cannot be developed for each principal aquifer zone. As such, we recommend that the GSP acknowledge this uncertainty and identify it as a data gap. The GSP should provide a plan to further assess rates of extraction and inflows within principal aquifer zones so undesirable results, such as seawater intrusion can be mitigated. This information is critical, as achieving sustainability in the basin requires implementation of projects and management actions, which will need to be evaluated against sustainable management criteria in each principal aquifer.

5. Inclusion of “Baseline Condition” Projected Water Budget

Historic and projected water budgets presented in the GSP are summarized in attached Attachment A. As shown on this attachment, there is significant variability between groundwater inflow components estimated on the basis of historical versus projected future conditions. It is our understanding based upon our discussion, that this discrepancy is related to the method of analysis versus actual projected change in climate⁶. As such, we recommend that the GSP include a future water budget assuming historical “baseline hydrologic conditions” in addition to the 2030 and 2070 climate change scenarios. This information is critical to understanding how much climate change uncertainties affect the basin’s projected sustainable

⁶ Historical conditions are estimated on the basis of an analytical model and projected future water budgets are estimated utilizing the SVIHM Operational Model.

yield, given the significant differences in the methods of analysis and the dramatic increase in estimated deep percolation in future water budget, as discussed above.

Inclusion of this scenario is consistent with GSP Regulations 354.18, (c) (3), which state:

“Projected water budgets shall be used to estimate future baseline conditions of supply, demand, and aquifer response to Plan implementation, and to identify the uncertainties of these projected water budget components. The projected water budget shall utilize the following methodologies and assumptions to estimate future baseline conditions concerning hydrology, water demand and surface water supply availability or reliability over the planning and implementation horizon:

(A) Projected hydrology shall utilize 50 years of historical precipitation, evapotranspiration, and streamflow information as the baseline condition for estimating future hydrology. The projected hydrology information shall also be applied as the baseline condition used to evaluate future scenarios of hydrologic uncertainty associated with projections of climate change and sea level rise.”

6. Qualification of Data Gaps and Uncertainty

It is understandable that a GSP due January 31, 2020, will have data gaps and will be subject to modeling limitations, which create uncertainty. The District understands that SVBGSA intends to prepare this GSP based on the current best available science and information, per the State policy of sustainable, local groundwater management (Water Code § 113). It is important that each data gap, the scope of the resulting uncertainty caused by the data gap specific to the decisions being made in this GSP, and the steps to close the data gap be identified in the GSP. MCWD will work with the SVBGSA to help close the data gaps for adaptive, sustainable management of the 180/400 and Monterey Subbasins.

OTHER COMMENTS AND QUESTIONS

Section 6.2

It appears that in the historical water budget, the surface water budget is limited to just the river channels (i.e., Salinas River, other tributaries, and agricultural drains). It seems that there should be a land surface balance, like there is in the SVIHM-based Projected Water Budget, that estimates precipitation and irrigation percolation based on evapotranspiration (ET) and land use.

Section 6.6.2

Riparian ET rates were described to be 20 AFY/acre per personal communications with Rhode, whose detailed information was not provided in the Chapter’s references. The rates were then assumed to be 16 AFY/acre in the water budget calculation without further justification. Riparian ET rates should be better substantiated, especially since the resulting riparian ET values are significant compared to the average change in storage over the historical period.

In addition, it is unclear why riparian ET is considered as an outflow from groundwater, rather than from surface water.

Sections 6.8.4, 6.9, 6.10.5, 6.10.6 and associated tables

Estimated annual seawater water intrusion inflows and annual changes in storage are subtracted from total groundwater pumping to estimate the sustainable yield. This methodology is somewhat confusing to the reader, as it presumes that the change in storage is negative. To avoid confusion, we recommend that changes in storage and seawater intrusion be identified as negative in throughout the chapter, or further clarifying language be included. For example:

- Tables 6-20 and 6-31: We recommend that these tables show the change in storage and seawater intrusion as negative values.
- Table 6-22: A note should be added to Table 6-22 indicating that although seawater intrusion is identified as an inflow to quantify the overall basin water budget, it is not considered part of the sustainable yield.
- Tables 6-27 and 6-28: It is unclear why seawater intrusion is not shown as an inflow component on these tables, given that it is shown as an inflow component in Table 6-25. These tables should be made consistent and clarify that although seawater intrusion is an inflow, it is not considered part of the usable groundwater or sustainable yield.
- Section 6.10.5 and Table 6-30: We suggest clarifying that change in groundwater storage discussed here are decreases in groundwater storage.

Table 6-22

Table 6-22 shows a decrease of only 600 AFY, on average, of groundwater in storage based on water level declines during the “current period” (2015-2017). This implies no real decline in water levels – is that what is seen?

Sincerely,



Keith Van Der Maaten

General Manager, Marina Coast Water District

Attachment A: Summary of SVBGSA 180/400 Foot Aquifer Subbasin Draft Groundwater Budget Calculations

Attachment B: MCWD Groundwater Production by Aquifer, 2000 - 2018

Attachment A. Summary of SVBGSA 180/400 Foot Aquifer Subbasin Draft Groundwater Budget Calculations

Groundwater Budget in Average Years		Historical	Current (a) (Table 6-19)	Current (a) (Table 6-22)	Future	Future
<i>Budget Period</i>		<i>1995-2014</i>	<i>2015-2017</i>	<i>2015-2017</i>	<i>2030</i>	<i>2070</i>
Streamflow Deep Percolation	I-1	73,300	31,100	NR	71,541	71,706
Precipitation Deep Percolation	I-2	12,300	11,600	NR	76,333	81,777
Irrigation Deep Percolation	I-3	11,700	4,500	NR	-	-
Subsurface Inflows	I-4	20,000	20,000	NR	30,411	31,706
Total Freshwater Inflow	I = sum I-1 to I-4	117,200	67,200	67,100	178,285	185,189
Pumping	O-1	108,300	109,300	NR	115,349 (b)	120,644 (b)
Riparian Evapotranspiration	O-2	12,000	12,000	NR	-	-
Drain Flows	O-3	-	-	-	7,100	8,024
Flow to Streams	O-4	-	-	-	1,833	1,921
Groundwater ET	O-5	-	-	-	35,127	36,652
Subsurface Outflows	O-6	9,500	3,200	NR	25,440	24,887
Total Freshwater Outflow	O = sum O-1 to O-5	129,800	124,400	130,800	184,849	192,128
Seawater Intrusion	SI	-10,500	-10,500	-10,500	-3,465	-3,852
Change in Storage	DS = DFS - SI	-2,100	-46,800	-53,200	-4,584	-4,653
Change in Freshwater Storage	DFS = I - O	-12,600	-57,300	-63,700	-8,049	-8,505
<u>Sustainable Yield</u>	<u>SY = O-1 + SC</u>	<u>95,700</u>	<u>52,000</u>	<u>NR</u>	<u>107,300</u>	<u>112,139</u>
<i>Error (c)</i>		<i>1%</i>	<i>NR</i>	<i>40%</i>	<i>1%</i>	<i>1%</i>
<i>Net flow from Monterey (d)</i>		<i>3,000</i>	<i>3,000</i>	<i>NR</i>	<i>5,502</i>	<i>6,208</i>

Notes:

- = Items not applicable to the specific calculation method

NR = not reported

(a) Values are reported differently on Tables 6-19 and 6-22.

(b) This summary shows values from Table 6-27 and after. Values are reported differently on Table 6-26 .

(c) Calculated as the water budget imbalance as a percentage of outflow. For the current water budget, change in storage estimated from water levels were -600 AFY compared to -53,200 AFY as estimated by balancing the water budget.

(d) Net subsurface flow from the Monterey Subbasin as assumed or estimated in the analyses.

Attachment B. MCWD Groundwater Production by Aquifer, 2000 - 2018

Year	Groundwater Production (AFY)		
	180-Foot and 400-Foot Aquifers	Deep Aquifer	Total
1999	2,396	2,021	4,417
2000	2,371	2,194	4,565
2001	2,228	2,150	4,378
2002	2,137	2,239	4,376
2003	2,144	2,162	4,306
2004	2,423	2,261	4,684
2005	1,994	2,194	4,188
2006	2,509	1,786	4,295
2007	2,941	1,622	4,563
2008	2,269	1,833	4,102
2009	2,076	1,962	4,038
2010	2,389	1,744	4,133
2011	2,348	1,698	4,047
2012	2,345	1,829	4,174
2013	2,420	2,011	4,431
2014	1,658	2,368	4,026
2015	1,258	1,970	3,228
2016	1,195	1,830	3,025
2017	1,159	2,079	3,239
2018	1,129	2,276	3,405
<i>Pre-drought Average, 2000-2014</i>	2,283	2,004	4,287



MARINA COAST WATER DISTRICT

11 RESERVATION ROAD, MARINA, CA 93933-2099

Home Page: www.mcwd.org

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

DIRECTORS

THOMAS P. MOORE
President

JAN SHRINER
Vice President

HOWARD GUSTAFSON
WILLIAM Y. LEE
HERBERT CORTEZ

24 May 2019

Mr. Gary Peterson
General Manager
Salinas Valley Basin Groundwater Sustainability Agency
1441 Shilling Place
Salinas, CA 93901

Mr. Derrick Williams
Montgomery & Associates
1232 Park Street, Suite 201B
Paso Robles, CA 93446

Dear Mr. Peterson and Mr. Williams,

Thank you for taking the time to meet with us and our SGMA consultant EKI Environment & Water, Inc. The purpose of this letter is to:

- (1) Summarize agreements reached regarding coordination with Marina Coast Water District Groundwater Sustainability Agency (MCWD GSA) representatives during development of the 180/400 Foot Aquifer Subbasin Groundwater Sustainability Plan (180/400 Subbasin GSP); and
- (2) Provide a written summary of MCWD GSA General comments on Draft Chapter 8 of the 180/400 Subbasin GSP.

COORDINATION WITH MCWD GSA

It was agreed that MCWD GSA and SVBGSA staff members and technical consultants would meet monthly to aid coordination efforts between these entities during the preparation of the SVBGSA 180/400 Subbasin GSP. The following schedule has been established for these meetings:

- Day: 2nd Thursday of every month
- Time: 10:30 a.m.
- Location: MCWD offices located at 11 Reservation Road, Marina, California

If GSA representatives and/or their consultants are unavailable, alternative arrangements may be made.

The purpose of these meetings will be to:

- Discuss 180/400 Subbasin GSP draft chapters that have been released, and
- discuss comments provided by MCWD GSA, and how and/or if they will be incorporated into the GSP.

This schedule has been established to allow MCWD representatives to review and provide draft comments to SVBGSA on draft chapters released to the Planning Committee at the beginning of each month, and allow for incorporation of such comments, to the extent they are agreed upon, prior to presentation of the Draft Chapter to the SVBGSA Board the following month.

GENERAL COMMENTS REGARDING 180/400 SUBBASIN GSP DRAFT CHAPTER 8: SUSTAINABLE MANAGEMENT CRITERIA

MCWD GSA concurs with draft saltwater intrusion sustainable management criteria (SMC) identified for the 180/400 Subbasin. These SMC are summarized in Table 1 below:

TABLE 1
180/400 Subbasin Sustainable Management Criteria for
Seawater Intrusion

	180 Foot Aquifer	400 Foot Aquifer	Deep Aquifer
Minimum Threshold	500 mg/L chloride concentration isocontour as mapped by MCWRA ¹ for 2017	500 mg/L chloride concentration isocontour as mapped by MCWRA for 2017	500 mg/L chloride concentration isocontour as defined by Highway 1.
Measurable Objective	Move 500 mg/L chloride concentration isocontour to Highway 1	Move 500 mg/L chloride concentration isocontour to Highway 1	500 mg/L chloride concentration isocontour as defined by Highway 1.
Undesirable Result	“On average in any one year there shall be no exceedances of any minimum threshold.”	“On average in any one year there shall be no exceedances of any minimum threshold.”	“On average in any one year there shall be no exceedances of any minimum threshold.”

However, as discussed during our meeting, draft groundwater elevation SMC are not consistent with draft salt water intrusion SMC. Draft groundwater elevation SMC are below mean sea level and will maintain landward gradients that will exacerbate salt water intrusion in the 180/400 Foot Aquifer Subbasin and the Monterey Subbasin. Based upon our discussion, it is our understanding that SVBGSA intends to propose projects that will address saltwater intrusion (e.g., extraction barrier and/or injection barriers). In order for such projects to achieve draft salt water intrusion SMC, seaward gradients within the 180 Foot Aquifer and 400 Foot Aquifer will need to be established. Although, there are several methods by which seaward gradients can be established, all of these methods will require modifications to the proposed water level SMC. For example, even if an extraction barrier is proposed, water level elevation SMC will need to be reduced near the ocean. Although SMC at individual monitoring wells may not yet be available, Chapter 8 should clearly articulate that currently identified SMC will not achieve the saltwater intrusion SMC and stop undesirable results, and will need to be updated on the basis of identified projects.

¹ Monterey County Water Resource Agency (MCWRA)

As currently presented, the groundwater elevation SMC will draw saltwater further inland. These groundwater elevation SMC will also eliminate any potential sustainable groundwater extraction within the Monterey Subbasin. Pursuant to GSP Regulation 350.4 (f), cited below, the 180/400 Subbasin GSP is required to consider the effects of its implementation on the adjacent Monterey Subbasin, and its ability to achieve and maintain sustainability.

“A Plan will be evaluated, and its implementation assessed, consistent with the objective that a basin be sustainably managed within 20 years of Plan implementation without adversely affecting the ability of an adjacent basin to implement its Plan or achieve and maintain its sustainability goal over the planning and implementation horizon.”

The Monterey and 180/400 Subbasins are hydraulically connected, therefore the SVBGSA SMC for the 180/400 Subbasin must address inland gradients and cross-boundary groundwater flows from the Monterey Subbasin into the 180/400 Foot Subbasin. Unless alternative water supplies are provided by SVBGSA, groundwater inflows to the Monterey Subbasin must be adequate to sustain groundwater extraction by MCWD from its water production wells at levels established under the 1996 Marina Area Lands Annexation Agreement (Annexation Agreement and Groundwater Mitigation Framework for Marina Area Lands dated March 1996), and the 1993 Fort Ord Annexation Agreement (Agreement concerning the Annexation of Fort Ord into Zones 2 and 2A of the MCWRA dated September 21, 1993)².

As such, cumulative freshwater cross-boundary flows into the Monterey Subbasin must be adequate to support production of 9,620 AFY from MCWD Wells without inducing inland gradients.

Groundwater modeling should be utilized to establish minimum thresholds for groundwater levels and hydraulic gradients within each aquifer zone to yield adequate cross-boundary flows between the 180/400 Subbasin and the Monterey Subbasin. Such modeling should incorporate the effects of projects proposed as part of the 180/400 Subbasin GSP. Modeling should be utilized to verify that these cross-boundary flows will allow MCWD to extract potable groundwater from its existing wells consistent with the 1996 and 1993 Annexation Agreements or that alternative water supplies will be provided to MCWD. The model should also consider groundwater use in the Corral de Tierra area, which is being managed by SVBGSA. Finally, an adequate groundwater monitoring network will need to be established along the 180/400 Subbasin and Monterey Subbasin boundary, to assess water levels and hydraulic gradients and verify that minimum thresholds and sustainability goals are being achieved and maintained.

MCWD GSA is willing to collaborate and discuss modeling results, potential distribution of groundwater extractions by aquifer, and anticipated projects in the Monterey Subbasin to assist with SVBGSA in developing a GSP that allows Sustainable Groundwater Management Act compliance in both basins.

² Under the 1996 Marina Area Lands Annexation Agreement, Monterey County Water Resources Agency (MCWRA) allocated 3,020 AFY of potable groundwater to MCWD. Under the 1993 Fort Ord Annexation, MCWRA allocated 6,600 AFY of potable groundwater to the Army. In 2000, the Army entered into an exclusive contract with MCWD to meet all potable water demands by the Army and the BLM within the former Fort Ord and authorized MCWD to use the Army's reserved groundwater allocation to meet those demands. In October 2001, the U.S. Army transferred to the Fort Ord Reuse Authority (FORA) and FORA in turn transferred to MCWD title to all of the Army's then existing water and sewer infrastructure and the 6,600 AFY of potable groundwater, except for 1,577 AFY reserved by the Army to meet Federal water demands within the former Fort Ord. In 2007, the California Department of Public Health granted MCWD's request to combine the Central Marina and Ord Community services areas into one combined water system permit. Consequently, MCWD owns or manages 9,620 AFY of potable groundwater allocations to serve its combined Central Marina and Ord Community service areas.

DEEP AQUIFER

No SMC are currently identified for the Deep Aquifer. We recognize that limited information is available for the Deep Aquifer and that much of it is proprietary. However, as noted in our comments on Chapter 5 of the GSP, cumulative hydrographs from existing monitoring wells should be presented and total rates of extraction from the deep zone identified. MCWRA's report entitled "2017 Recommendations to Address the Expansion of Seawater Intrusion in the Salinas Valley Groundwater Basin" (2017 MCWRA Report)³ states that there are 32 active production wells and eight monitoring wells screened in the deep aquifers, and that MCWRA monitors groundwater levels at thirteen locations in the Deep Aquifers "with varying frequency", a majority of which are located in the 180/400 Foot Aquifer Subbasin. Figure 18 of the 2017 MCWRA Report identifies the general location of these wells and Figure 21 depicts average groundwater level changes in the Deep Aquifer from 1986 to 2016 (Attachment A).

Figure 21 shows that average groundwater levels in the Deep Aquifer gradually decreased between 1986 and 1997, rebounded after CSIP start-up in 1998, and have gradually decreased again over the past two decades. Hydrographs from the United States Geologic Survey ("USGS") Deep Aquifer nested Monitoring well (14501E24L02,03,04,05) in Marina⁴, located along the coast of the Monterey Subbasin (Attachment B), also show that water level declines in the Deep Aquifer (Attachment B), particularly since 2015. This decline is consistent with increased production from the Deep Zone in the 180/400 foot Aquifer Subbasin. Deep Zone production rates are presented on Figure 23 of the 2017 MCWRA Report (Attachment A). Based upon this information, SMC should be established for the Deep Aquifer to stop further water level declines. Water levels in this aquifer are below sea level and declining; therefore, the potential for salt-water intrusion into this aquifer is increasing. Given that the Deep Aquifer provides the only source of potable water in salt-water intruded areas other than the Castroville Seawater Intrusion Project (CSIP), projects should be prioritized to provide alternative water supplies to these areas or management actions should be implemented to reduce withdrawals from the Deep Aquifer.

Sincerely,

Keith Van Der Maaten

General Manager, Marina Coast Water District

Attachment A: Selected Figures from 2017 MCWRA Report

Figure 18 – Wells in the Deep Aquifers

Figure 21 - Average Groundwater Level Changes in the Deep aquifers from 1986 to 2016

Figure 23 – Total Annual Groundwater Extractions from the Deep Aquifers in Zone 2A (1995 – 2016)

³ MCWRA, 2017. Recommendations to Address the Expansion of Seawater Intrusion in the Salinas Valley Groundwater Basin" Special Reports Series 17-01, Dated October 2017.

⁴ USGS, 2002. Geohydrology of a Deep-Aquifer System Monitoring Well Site at Marina, Monterey County, CA, Water Resources Investigations Report 02-4003 prepared by RT Hanson, Rhett R. Everett, Mark W. Newhouse, Steven M. Crawford, M. Isabel Pimentel, and Gregory A. Smith in cooperation with the MCWRA, dated 2002.

DRAFT Letter to SVBGSA

24 May 2019

Page 5 of 5

Attachment B: USGS, 2002. Geohydrology of a Deep-Aquifer System Monitoring Well Site at Marina, Monterey County, CA, Water Resources Investigations Report 02-4003

Figure 1 - Location of Deep Aquifer system Monitoring Well

Figure 2 – Well Construction and Lithology for the Deep Aquifer Monitoring Well

Attachment C: Water level data from USGS Monitoring Well (14501E24L02,03,04,05)

Attachment A

Selected Figures from 2017 MCWRA Report (Recommendations to Address the Expansion of Seawater Intrusion in the Salinas Valley Groundwater Basin” Special Reports Series 17-01, Dated October 2017).

Figure 18 – Wells in the Deep Aquifers

Figure 21 - Average Groundwater Level Changes in the Deep aquifers from 1986 to 2016

Figure 23 – Total Annual Groundwater Extractions from the Deep Aquifers in Zone 2A (1995 – 2016)

5.2.4 Wells in the Deep Aquifers

The use of the Deep Aquifers for groundwater production has been driven by the need to drill deeper in order to avoid seawater intrusion, with wells being installed to subsequently deeper elevations with fresh-water-bearing materials (Feeney and Rosenberg, 2003). Most available hydrogeologic data on the Deep Aquifers have been obtained through well drilling activities and related well or aquifer testing rather than through an intentional aquifer-wide study. Wells of all types have been installed in the Deep Aquifers, including production wells for agricultural purposes; domestic, industrial, and municipal water supply wells; and monitoring wells.

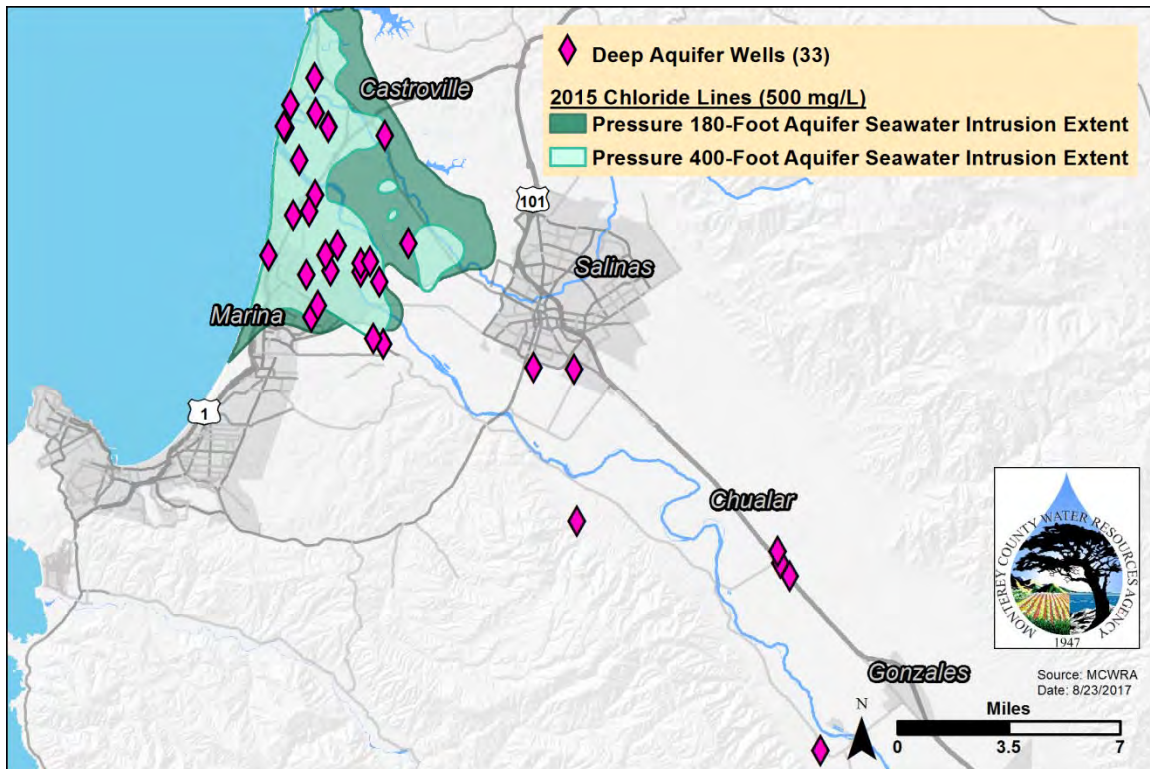


Figure 18- Wells in the Deep Aquifers

5.2.5 Well Installation History in the Deep Aquifers

The first production well in the Deep Aquifers was installed in 1974. As of August 1, 2017, a total of 41 wells have been installed in the Deep Aquifers: 33 production wells and 8 monitoring wells (Figure 19). One of the production wells was destroyed in 2004, so 40 wells remain in the Deep Aquifers at present. Of the 32 existing production wells, 18 are agricultural wells, 7 are municipal wells, 3 are residential wells, 3 are industrial wells, and one has an unknown usage.

Well Completion Reports for wells in the Deep Aquifers are provided in Appendix E and a table detailing installation dates, depths, and well types for the Deep Aquifers can be found in Appendix F.

the Deep Aquifers rapidly increased and then leveled off until approximately 2006, when groundwater levels began to decline once again (Figure 21).

To date, seawater intrusion has not been documented in the Deep Aquifers, even though groundwater levels in the Deep Aquifers are consistently below sea level. This lack of seawater intrusion in the Deep Aquifers may be due, at least in part, to the geologic setting (Feeney and Rosenberg, 2003).

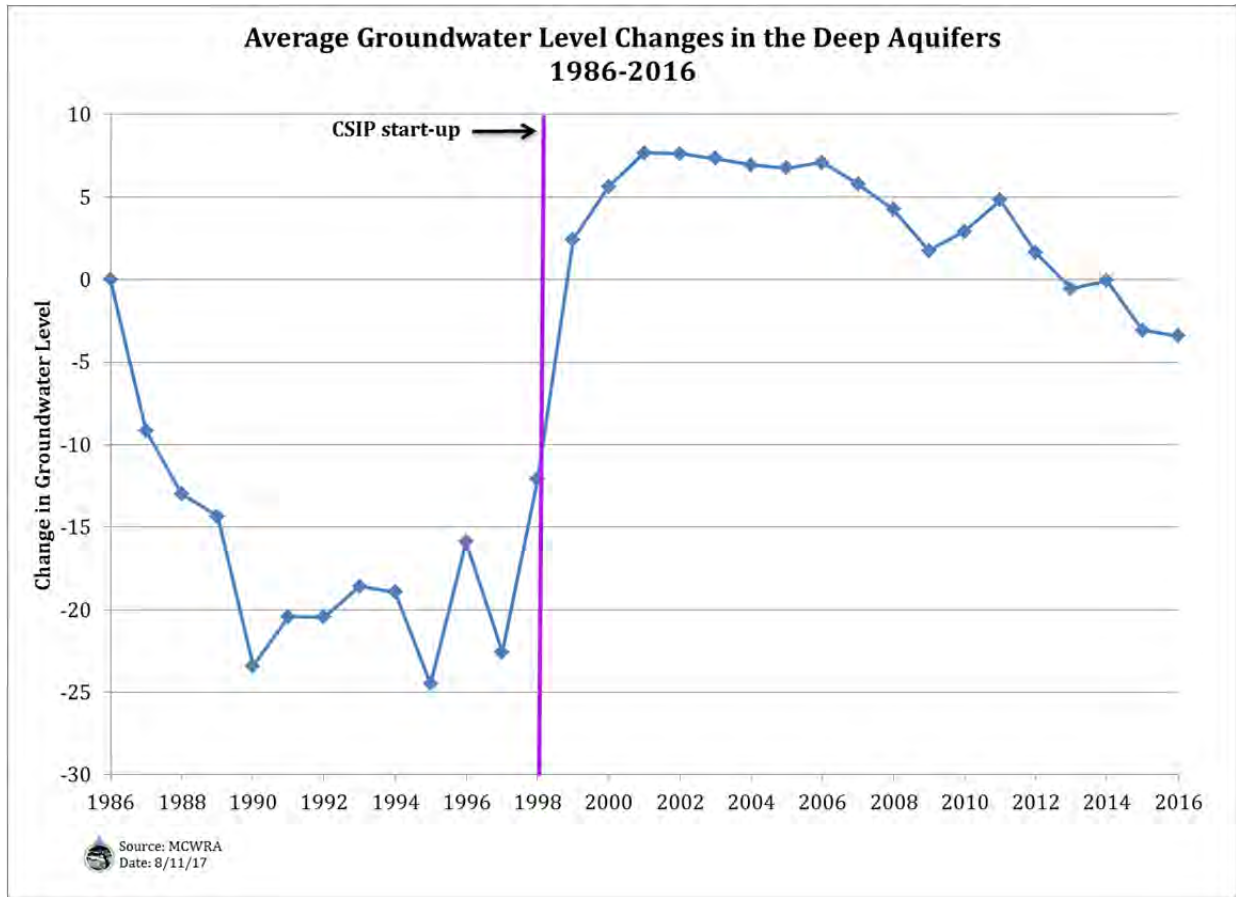


Figure 21 - Average Groundwater Level Changes in the Deep Aquifers (1986-2016)

5.2.8 Groundwater Quality in the Deep Aquifers

Water quality in the Deep Aquifers has been monitored by the Agency since 1976. Data are collected during two sampling events that occur annually in the summer. Samples are collected from seventeen wells in the Deep Aquifers and analyzed for major cations and anions.

Native groundwater in the Deep Aquifers has a distinct character, with a higher pH than groundwater in the overlying aquifers, relatively low calcium and high sodium concentrations, and an elevated temperature. The Piper diagram in Figure 22 illustrates the similarities in the chemical compositions of native groundwater in the Pressure 180-Foot and Pressure 400-Foot Aquifers

5.2.9 Extraction from Wells in the Deep Aquifers

The Agency receives data on groundwater extractions from wells in the Deep Aquifers as part of its Groundwater Extraction Management System (GEMS) program. These data, which exist from 1993 to present, indicate that groundwater pumping in the Deep Aquifers decreased for a short period following startup of CSIP in 1998 (Figure 23). However, since 2002, total annual pumping from the Deep Aquifers has been generally increasing as more wells are installed. Total annual extractions from the Deep Aquifers, for the period 1995 through 2016, range from 2,151 acre-feet (in 1999) to 8,901 acre-feet (in 2016).

Groundwater pumping from wells in the Deep Aquifers is thought to be supported primarily by leakage from the overlying aquifer system, i.e. the Pressure 180-Foot Aquifer and Pressure 400-Foot Aquifer (Feeney and Rosenberg, 2003). Some groundwater pumping is derived from depletion of groundwater storage, but hydraulic properties of the Deep Aquifers (specifically storage coefficients) suggest that while some groundwater may come from storage immediately following the onset of pumping a well, very little groundwater can be removed from storage over time. Therefore, increases in groundwater pumping in the Deep Aquifers will likely be supported by increased leakage from the overlying aquifers (Feeney and Rosenberg, 2003).

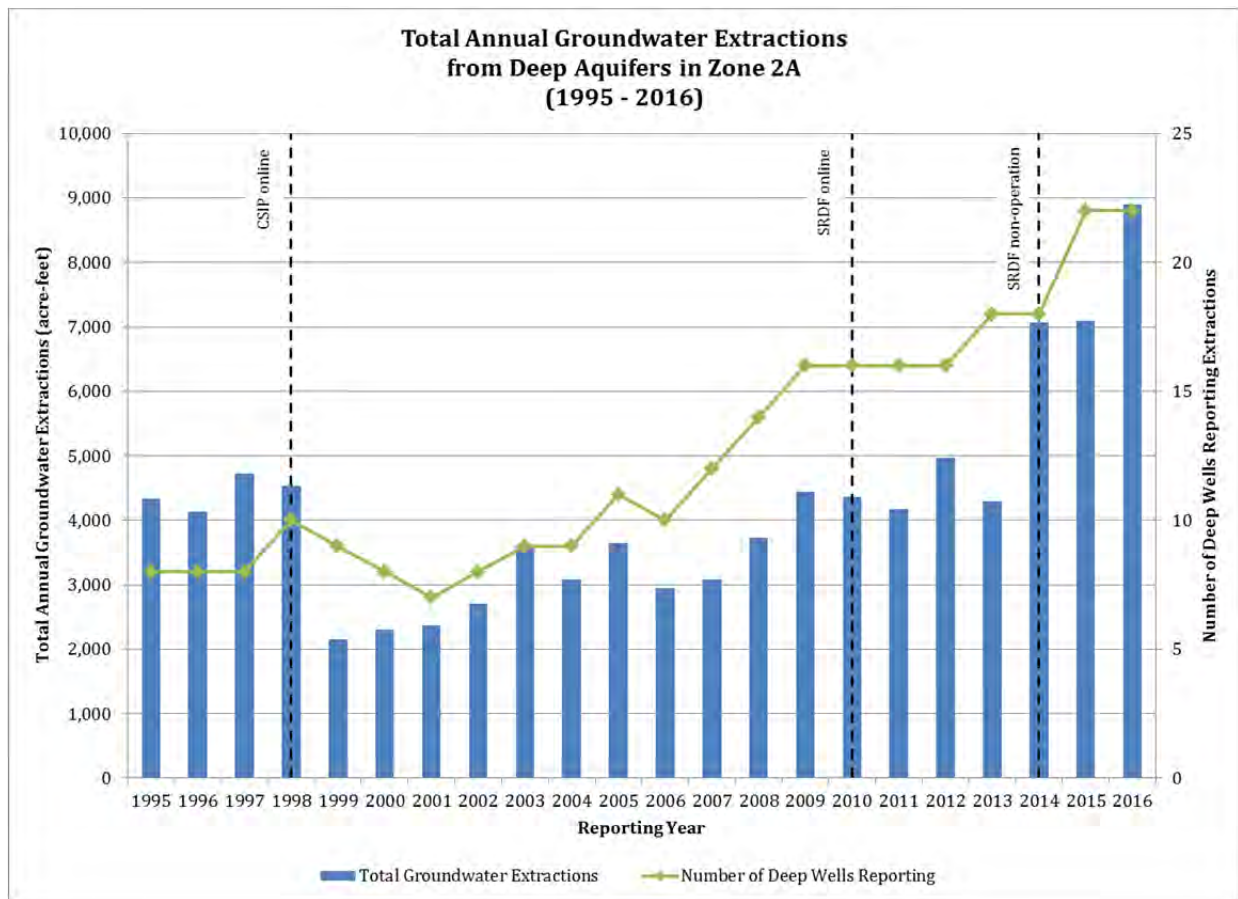


Figure 23 - Total Annual Groundwater Extractions from Deep Aquifers in Zone 2A (1995-2016)

Attachment B

USGS, 2002. Geohydrology of a Deep-Aquifer System Monitoring Well Site at Marina, Monterey County, CA, Water Resources Investigations Report 02-4003

Figure 1 - Location of Deep Aquifer system Monitoring Well

Figure 3 – Well Construction and Lithology for the Deep Aquifer Monitoring Well



Figure 1. Location of deep-aquifer system monitoring-well site in the Salinas Valley at Marina, California.

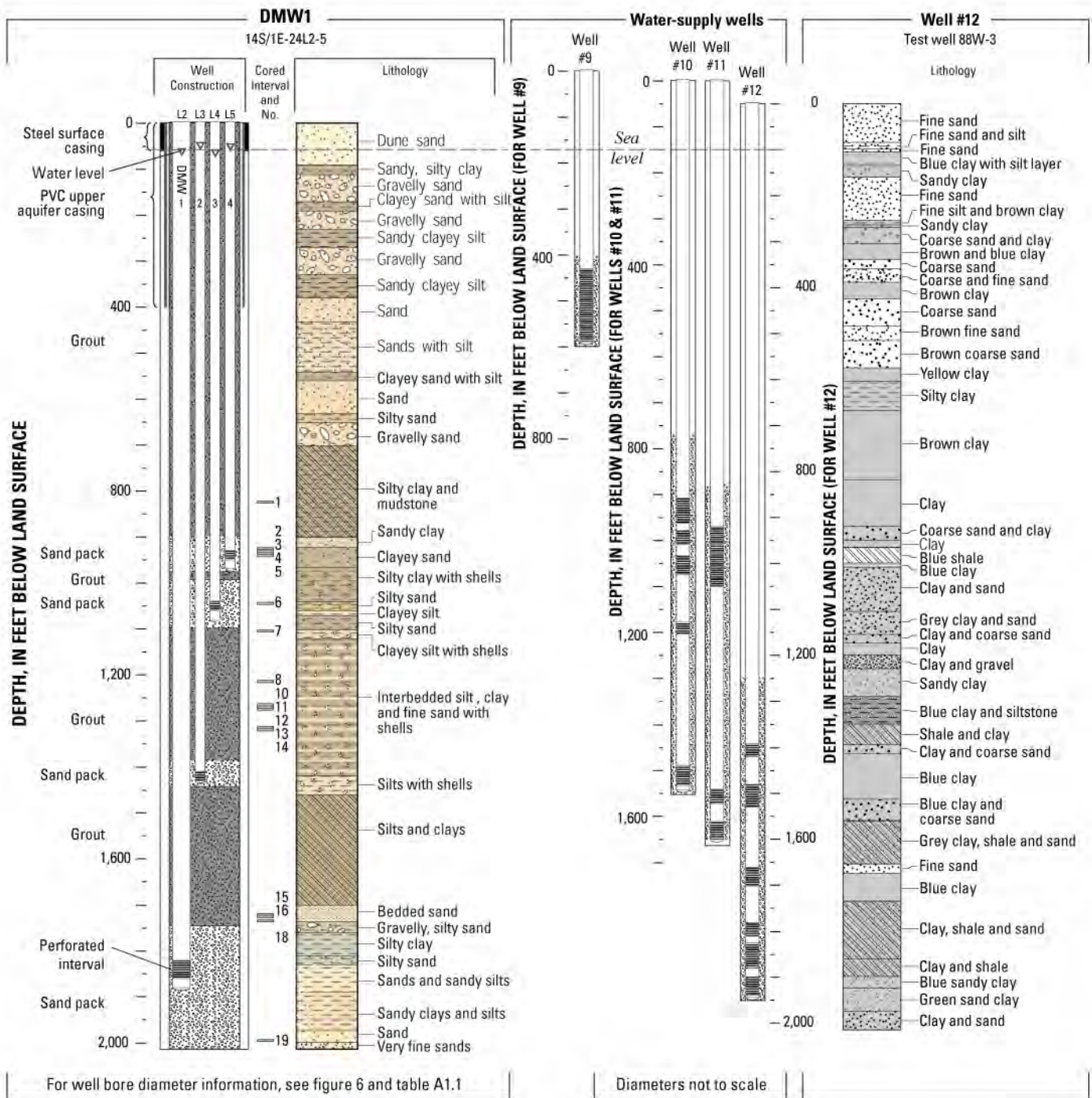
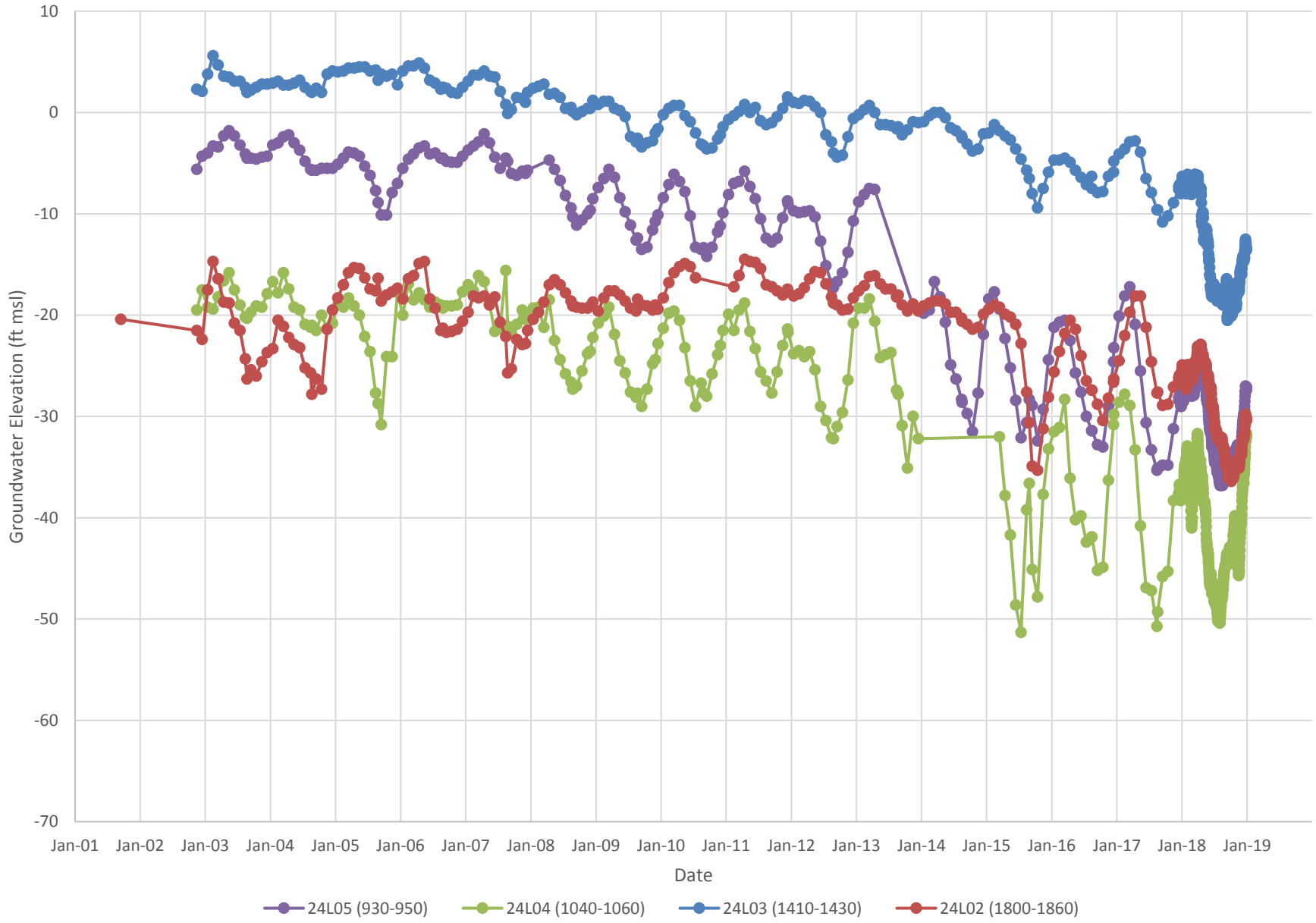


Figure 3. Well construction and lithology for the deep-aquifer monitoring well and selected nearby water-supply wells, Marina, California.

Attachment C

Water Level Data from USGS Monitoring Well (14501E24L02,03,04,05)

Groundwater Elevation in USGS Monitoring Well (14S01E24L02,03,04,05)





MARINA COAST WATER DISTRICT

11 RESERVATION ROAD, MARINA, CA 93933-2099

Home Page: www.mcwd.org

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

DIRECTORS

THOMAS P. MOORE
President

JAN SHRINER
Vice President

HOWARD GUSTAFSON
WILLIAM Y. LEE
HERBERT CORTEZ

1 August 2019

Mr. Gary Petersen
General Manager
Salinas Valley Basin Groundwater Sustainability Agency
1441 Shilling Place
Salinas, CA 93901

Mr. Derrick Williams
Montgomery & Associates
1232 Park Street, Suite 201B
Paso Robles, CA 93446

Dear Mr. Peterson and Mr. Williams,

Thank you for taking the time to meet with us and our SGMA consultant EKI Environment & Water, Inc. regarding Draft Chapter 9 (Projects and Management Actions) of the 180/400 Foot Aquifer Subbasin Groundwater Sustainability Plan (180/400 Subbasin GSP) on 10 July 2019. Based upon further review of Draft Chapter 9, we have expanded our comments beyond those discussed during the meeting. This letter provides MCWD GSA's initial comments on Draft Chapter 9. We realize that the actions and projects described in Chapter 9 will be refined and new actions and projects added through an iterative process involving all of the stakeholders.

1. Pumping Allowance (Section 9.2.2)

As written, the document implies that municipalities may not receive a sustainable pumping allowance and will need to pay more than agricultural users to pump their base amount. Municipal water purveyors, such as MCWD, have acquired appropriative rights through pumping, which pumping has prescribed against overlying rights. The GSP needs to provide that MCWD's MCWRA groundwater allocations are the sustainable pumping allowances for Fort Ord Lands and Marina Area Lands pursuant to the annexation agreements described below.

1993 Fort Ord Lands Annexation Agreement: On September 21, 1993, the U.S Government, as represented by the U.S. Army, entered into the Agreement between the United States of America and the Monterey County Water Resources Agency concerning Annexation of Fort Ord into Zones 2 and 2A of the Monterey County Water Resources Agency (1993 Annexation Agreement). The annexed Fort Ord Lands consisted of all lands within the then existing boundaries of Fort Ord, which included all of the lands that were later transferred to the Fort Ord Reuse Authority. MCWRA allocated 6,600 AFY of groundwater within the then defined Salinas Basin for use within the Fort Ord Lands and recognized withdrawals from the Seaside Basin by Fort Ord of 424 AFY. In consideration for the annexation, the U.S. Government paid MCWRA an annexation fee of \$7,400,000. Federal lands were exempt from Zone 2 and 2A assessments, but lands transferred for non-Federal uses, such as for Base Reuse, were required to pay those assessments.

The MCWRA Backstop: Section 4g stated, “Should future litigation, regulation or other unforeseen action diminish the total water supply available to the MCWRA, the MCWRA agrees that it will consult with the Fort Ord/POM Annex Commander. Also, in such an event, the MCWRA agrees to exercise its powers in a manner such that Fort Ord/POM Annex/RC shall be no more severely affected in a proportional sense than the other members of the Zone.”

Section 4i recognized that the Federal Government was “considering transferring the ownership and operation of the Fort Ord wells and water distribution system to a successor water purveyor, utility, or agency. Under such a transfer, the MCWRA agrees that the *Government, in its sole discretion, may transfer its applicable water rights under this agreement to the successor water purveyor, utility, or agency.*” [Emphasis added.] By quitclaim deed dated October 23, 2001, the Federal Government transferred all of the Government’s ownership in the Fort Ord water system infrastructure and 4,871 AFY of 6,600 AFY of groundwater under the 1993 Annexation Agreement to the Fort Ord Reuse Authority (FORA). On October 24, 2001, FORA in turn quitclaimed all of that infrastructure and the 4,871 AFY of groundwater to MCWD.

MCWD intends to use the 4,871 AFY of groundwater to provide water service to those jurisdictions within MCWD’s Ord Community Service Area, which are entitled to water service under those rights pursuant to the Fort Ord Base Reuse Plan.

1996 Marina Area Lands Annexation Agreement: In March 1996, the Monterey County Water Resources Agency, MCWD, the J.G. Armstrong Family Members, RMC Lonestar (now CEMEX), and the City of Marina entered into the Annexation Agreement and Groundwater Mitigation Framework for Marina Area Lands. Section 1.1 states,

“The purpose of this Agreement and Framework is to help reduce seawater intrusion and protect the groundwater resource and preserve the environment of the Salinas River Groundwater Basin through voluntary commitments by the Parties to limit, conserve and manage the use of groundwater from the Salinas River groundwater basin, and to provide the terms and conditions for the annexation of certain territory in the Marina area to the Monterey County Water Resources Agency’s benefit assessment Zones 2 and 2A as a financing mechanism providing additional revenues to the Monterey County Water Resources Agency to manage and protect the groundwater resources in the Salinas River Groundwater Basin and to reduce seawater intrusion.”

The agreement provided for a potable groundwater allocation of 3,020 AFY for use by MCWD for its Central Marina service area. The agreement also provided for 920 AFY for non-agricultural use on the Armstrong Ranch upon annexation to Zones 2 and 2A. Under the 1996 Annexation Agreement, Lonestar agreed to limit its overlying groundwater right to not more than its historic use of 500 AFY of non-potable water on the overlying CEMEX property in exchange for MCWRA agreement on specified annexation fees when Lonestar requested annexation to the Zones.

The 1996 Annexation Agreement established “a contractual process for the exercise of regulatory authority by the MCWRA under Water Code App. Section 52-22, and the MCWD under Water Code section 31048.” (MCWRA Negative Declaration re: Annexation of Marina Area Lands to Zones 2/2A, dated February 21, 1996, at p. 4.)

The 1996 Annexation Agreement (Sec. 5.9) required MCWD to pay a \$2,849,410 annexation fee to MCWRA less a credit of \$400,000. Standby charges and assessments were then levied and collected by the MCWRA on an annual basis on all Marina Area Lands. Section 8.4, Use of Annexation Fees, states,

“Annexation fees from the MCWD service area, the Armstrong Ranch and the Lonestar Property shall be used by MCWRA to pay the costs of a BMP [Salinas River Basin Management Plan] process that includes mitigation plans for the Marina Area based on the planning guidelines contained in this Agreement and Framework. Such annexation fees shall also be used for management and protection of the ‘900-foot aquifer.’”

In 2003, Zones 2 and 2A were replaced by a new Zone 2C to collect assessments for the operation and maintenance of Nacimiento and San Antonio Dams to reduce flooding impacts on the Salinas River and provide water conservation with consideration given to recreation, and for dam administration, Salinas River Channel maintenance, construction of the Salinas River Diversion Facility (rubber dam), and cloud seeding.

The Fort Ord Lands and the Marina Area Lands have yet to receive any direct benefits from the Nacimiento and San Antonio Reservoirs.

MCWRA’s Obligation to Protect the Deep Aquifer for MCWD’s Use: Section 5.3, Management of 900-foot aquifer, provides, “The Parties agree that the ‘900-foot’ aquifer should be managed to provide safe, sustained use of the water resource, and to preserve to MCWD the continued availability of water from the ‘900-foot’ aquifer.” Section 5.9 further stated that the annexation fees paid by MCWD “shall also be used for management protection of the ‘900-foot aquifer.’”

Section 8.1, Equal treatment by MCWRA and MCWD, provides in part, “MCWRA shall not at any time seek to impose greater restrictions on water use from the Basin by MCWD, Armstrong or Lonestar than are imposed on users either supplying water for the use or using water within the city limits of the City of Salinas.”

For the above reasons, the SVBGSA needs to assign as the sustainable pumping allowances for Fort Ord Lands and Marina Area Lands the groundwater allowances provided in the 1993 and 1996 Annexation Agreements.

As agreed upon during our meeting, the GSP should state that the appropriate and prescriptive groundwater rights of municipal water purveyors, previous water management agreements with the MCWRA, as well as previous payments to zones of benefit will be considered in the development of sustainable allowances for municipalities.

2. Water Charges Framework (Section 9.2)

The water charges framework outlined in Section 9.2 states that:

A similarly structured water charges framework will be implemented in all Salinas Valley subbasins in Monterey County. However, details such as pumping allowance quantities, pumping fees, and tier structures will be different for each subbasin. These differences will reflect the fact that each subbasin’s water charges framework is based on the specific hydrogeology and conditions of that subbasin.

Sustainable Pumping Allowances are a base amount of groundwater pumping assigned to each non-exempt groundwater pumper. The sum of all sustainable pumping allowances is the sustainable yield of the subbasin after all projects have been implemented.

The sustainable pumping allowances cannot be tied to “sustainable yield of the subbasin after all projects have been implemented”, because some projects will have more localized benefits and/or losses to certain subbasins versus others. For example, if water is recharged or extracted from a given subbasin as part of a large-scale basin-wide project, that project will significantly impact the sustainable yield of that subbasin. Therefore, SVBGSA could effectively determine the sustainable yield of a subbasin depending upon which projects are implemented. Further, given existing inland cross boundary flows, subbasins such as the Monterey Subbasin, could be allocated no sustainable yield. We recommend that SVBGSA consider using some estimate of the “natural safe yield” within each subbasin (i.e. pre-groundwater extraction) to determine the sustainable pumping allowance for each basin. This methodology has been used in multiple adjudications throughout California and is being utilized as part of SGMA within the Kern Subbasin.

3. Management Actions, Projects, and Alternative Projects (collectively, Actions/Projects); Replenishment Water

It is universally agreed that a major key to achieving groundwater sustainability within an overdrafted subbasin is Replenishment Water to the extent Replenishment Water can be made available.

It is recommended that the primary objectives of the Actions/Projects should be:

- (1) Provide Replenishment Water to North County in substitution for groundwater. For example, a 10% substitution by 2030 and a 25% substitution by 2040.
- (2) Repeal seawater intrusion – a mission that the MCWRA has had since the 1940’s.

The Chapter 9 list of Actions/Projects are a good start. However, there are combinations of Actions/Projects that appear to produce greater synergy, i.e., Actions/Project when implemented in combination appear to be more water-efficient and cost-effective in reducing undesirable results and producing Replenishment Water for use within the 180/400 Foot Aquifer Subbasin with benefits for the Monterey, Eastside, and potentially Seaside Subbasins. In other words, synergistic combinations of Actions/Projects, consisting of Chapter 9 and other projects, could produce “more bang for the buck.” The “bang” is producing and delivering Replenishment Water and reducing undesirable results.

Draft Chapter 9 mentions implementing combinations of Actions/Projects. The following are first cut, suggested combinations of Actions/Projects for consideration for inclusion in Chapter 9:

3.1. Direct Replenishment Water - Actions/Projects #1: The following are suggested combinations of Actions/Projects to reduce groundwater pumping in the 180/400 Foot Aquifer Subbasin by the direct use of recycled water and surplus Salinas River water during the irrigation season (Direct Replenishment Water):

- MA2: Reservoir Reoperation
- PP1: Invasive Species Eradication
- PP2: Optimize CSIP Operations

- PP3: Improve SRDF Diversion (including installing Radial Collectors to increase ability to divert more water when water is available)
- PP5: Expand Area Served by CSIP
- PP6: 11043 Diversion Facilities
- PP5: Expand Area Served by CSIP

The Salinas Valley has evolved over time to become dependent upon groundwater for approximately 95% of the water use within the Salinas Valley and upon the Salinas River and the Nacimiento and San Antonio Reservoirs to provide river flows to seep into the groundwater aquifers for recharge and not for direct irrigation and municipal and industrial uses. As stated in MA2, that type of operation mostly benefits the Upper Valley and Forebay Subbasins, which are closest to the reservoirs, and with little benefits to either the East Side (subbasin with the highest CASEGEM score) or the Critically Overdrafted 180/400 Foot Aquifer Subbasins, yet all non-Federal landowners within the Pressure Zone pay benefit assessments to the MCWRA for Nacimiento and San Antonio Reservoirs.

Salinas River water operations to provide seepage flows for groundwater recharge is diametrically different from water operations in the Sacramento Valley and the North San Joaquin Valley where direct delivery of surface water for irrigation is the core agricultural water source for farms within agricultural water districts. For example, within the Modesto Subbasin and Turlock Subbasin, the Modesto, Turlock, and Oakdale Irrigation Districts in average water years will divert approximately 1,000,000 AF of Tuolumne and Stanislaus River water for delivery to their farmers. MCWD's general counsel Griffith & Masuda is also general counsel to the Turlock Irrigation District.

The synergy of Reservoir Reoperation, Invasive Species Eradication, Improve SRDF Diversion, and 11043 Diversion Facilities could efficiently and effectively provide additional river Replenishment Water for the 180/400 Foot Aquifer Subbasin thereby reducing pumping and assisting in halting seawater intrusion without reducing benefits to the Upper Valley and Forebay Subbasins.

Section 9.4.4.7, Preferred Project 6: 11043 Diversion Facilities, incorrectly states that diversions under this permit can only occur at the two diversion locations (near Soledad (within Forebay Aquifer) and Chualar) identified in the original July 11, 1949 Water Rights Application 13225. Points of diversions under a permit can be changed or a new point of diversion added with the filing of a change petition pursuant to Water Code Sections 1701.2, et seq. MCWRA's Amended Water Rights License 7543, Amended License 12624, and Amended Permit 21089 already designate the SRDF Diversion as an authorized point of rediversion. Those licenses and permits were amended to comply with the NMFS' Biological Opinion. Therefore, water stored under those water rights is already authorized to be diverted at the SRDF. The Reservoir Reoperation Management Action already has the stated goal of operating the two reservoirs so as to "Allow both natural and surplus flows to better reach the SRDF diversion." Adding the SRDF as an additional point of diversion under Permit 11043 would conform that permit with the authorized points of rediversion in MCWRA's other water rights licenses and permit and comply with the Biological Opinion. As the result of the SWRCB's action to revoke Permit 11043, under new permit terms granted by the SWRCB on September 18, 2013, the MCWRA has submitted a petition for an extension of time to put the water under the permit to beneficial use. A petition to add a new point of diversion could be added to that petition.

3.2. Indirect Replenishment Water - Actions/Projects #2: The following are the Actions/Projects that would use winter treated sewer flows and winter Salinas River flows for groundwater recharge to be later extracted for agricultural and municipal uses:

- PP3: Improve SRDF Diversion
- PP6: 11043 Diversion Facilities
- PP5: Expand Area Served by CSIP
- AP2: Winter Potable Reuse Water Injection
- AP3: Extract Winter Flows Using Radial Collector(s) and Inject into 180- and 400-Foot Aquifers
- AP5: Use the Upper Portion of the 180/400 Foot Aquifer Subbasin for Seasonal Storage

These are complementary projects to Actions/Projects #1. This synergy of these Actions/Projects is to use winter water, e.g., treated sewer flows and winter Salinas River flows, for groundwater recharge during the winter and to later extract that water for delivery in the summer. Any water to be injected must be treated. MCWD has performed a feasibility study on constructing a water treatment plant and spreading basins at its Armstrong Ranch property near the SRDF. That study will be made available to the SVBGSA. Treated water could also be conveyed north across the river to the Castroville area.

3.3. Seawater Intrusion/Replenishment Water - Actions/Projects #3: The following are suggested combinations of Actions/Projects to stop and reverse seawater intrusion and to produce Replenishment Water:

- PP8: Seawater Intrusion Pumping Barrier
- AP1: Desalinate water from the Seawater Barrier Extraction Wells

Combined Projects PP8 and AP1 are discussed in detail in Section 4 below.

3.4. Regulatory - Actions/Projects #4: The following are the regulatory Actions/Projects listed in Chapter 9:

- MA1: Agricultural Land and Pumping Allowance Retirement
- MA3: Restrict Pumping in CSIP Area
- MA4: Support and Strengthen MCWRA Restrictions on Additional Wells in the Deep Aquifer

MA1 is a “willing seller, willing buyer” program, which MCWD GSA can support. Proposed MA3 as described is to prevent all agricultural pumping in the CSIP Area. We would observe that during the 25% driest water years, some agricultural pumping may very well be necessary. Formation of pump improvement districts or private community pumps for designated areas within CSIP could be considered for use during the driest water years. MCWD GSA comments on MA4 is in Section 5 below.

4. Combined Seawater Intrusion Pumping Barrier (PP8) with Desalinate Water from the Seawater Barrier Extraction Wells (with or without reinjection) (AP1) Project.

a. Combined Project Description from draft Chapter 9:

Chapter 9 describes the combined project as follows:

[PP8] Seawater intrusion will be arrested using a pumping barrier along the coast. The barrier will be approximately 8.5 miles in length between Castroville and Marina. The intrusion barrier comprises 22 extraction wells; although this number may change as the project is refined. Supplemental water to replace the extracted water would come from one or a number of other sources such as those identified in Preferred Project 3 or Alternative Projects 1, 2, 4, and 5.

* * * Alternatively, the extracted water or a portion thereof could be conveyed to a new or existing desalination facility where it can be treated for potable and/or agricultural use. The water extracted from these wells will be brackish due to historical seawater intrusion, therefore, the extraction will serve to remove the brackish water and allow replacement for fresh water from other sources, most likely a combination of desalinated water, excess surface water from the Salinas River, and/or purified recycled water.

* * * The project will stop and reverse seawater intrusion, helping to remediate and restore the 180/400-foot aquifer subbasin.

* * * [AP1] This project would treat water extracted from the seawater intrusion barrier and allow for its reinjection in the 180-Foot Aquifer and 400-Foot Aquifer.

Injection barriers are the most common method employed to halt seawater intrusion. Injection barriers have been used in Southern California basins to control saltwater intrusion for over 30 years. They are the most common, technically demonstrated method employed to stop seawater intrusion around the world. But they add another layer of costs and infrastructure.

A pure extraction barrier project with no reinjection of treated water, with similar groundwater hydrology to North County, may not exist. Alameda County Water District's Newark Desalination Facility could be studied to determine if it can possibly be used as a model for the Pumping Barrier. ACWD's Desalination Facility is part of ACWD's Aquifer Reclamation Program which began in 1974 with the goal of reclaiming those portions of the Niles Cone Groundwater Basin affected by saltwater intrusion from San Francisco Bay in the early 20th century. The District pumps brackish water from the groundwater basin so that freshwater from other parts of the basin can move in to take its place. A key component of this project has been the addition of replenishment water to the basin, which brought mean water levels above sea level prior to the initiation of extraction. Since 2003, brackish water which was once allowed to flow back into San Francisco Bay is now diverted to the Desalination Facility so that it can be put to beneficial use in the Tri-City area.

b. Project Phasing:

There is a lot of uncertainty relating to costs, who pays, where are the optimum locations for the extraction wells, and whether an injection barrier would also be needed as envisioned in AP1. It is suggested that the combined project be broken up into possibly 4 phases with each phase consisting of 4 to 6 extraction wells and a modular brackish water desalination plant with the 1st Phase starting at the northern end of the 180/400-Foot Aquifer Subbasin.

A study would be performed during 2020 and 2021 to determine the specific depths, locations, spacing and rates of extraction of the brackish water extraction wells to make the project most effective, and to assess, among other things, (1) the effectiveness of these wells to halt salt-water intrusion, (2) evaluate other potential subbasin impacts, and (3) the best location for the brackish water desalination plant.

A majority of the project area has been the subject of intense hydrogeological study within the last decade and most recently the focus of a high-quality Airborne Electromagnetic (AEM) survey (data-collection effort) that has generated valuable information about subsurface conditions over a significant section of the coastline and inland areas and is available for use in project design and implementation. MCWD conducted its first AEM overflight in May 2017 (AEM 1.0) and its second in April 2019 (AEM 2.0). Both AEM studies covered the North County area and should be used to focus well locations and well design that would target the main pathways of seawater intrusion into and within the multi-aquifer system of the 180/400 Foot Aquifer Subbasin. The use of this technology has grown to be an effective tool in California as shown by other AEM studies that have been conducted in Tulare County, Eastern Kern County, and Butte and Glenn Counties.

The MCWD GSA plans to request Proposition 68 funding to facilitate the development of a numerical model that can account for variable density of seawater and fresh water to further evaluate the Pumping Barrier project. The modeling will be utilized to evaluate the potential effects of the barrier on groundwater flow within the Monterey Subbasin. The model will be used to evaluate alternative well spacing and design within the Monterey Subbasin to allow independent removal of groundwater containing lower concentrations of total dissolved solids (TDS) from the Dune Sand Aquifer and Upper 180-Foot Aquifer for potential treatment and potable use. Prioritizing treatment of groundwater with lower concentrations of TDS is likely to be more cost effective and reduce brine discharge quantities. Salinity information obtained from the AEM Study and Fort Ord well sampling will be utilized in the development of the numerical model and aid in the design of the barrier wells within the Monterey Subbasin. The results of these numerical analyses will be shared with SVBGSA to aid in the evaluation and potential design of the Pumping Barrier.

c. **Potential Project Benefits:** The potential project benefits could be considerable, including: (1) stop and reverse seawater intrusion within the 180/400 Foot Aquifer Subbasin and Monterey Subbasin; (2) provide supplemental drinking water to Castroville; (3) provide supplemental drinking water to the City of Salinas to decrease the known pumping depressions within the Eastside Subbasin and to help restore seaward gradients and groundwater flow within the 180 Foot Aquifer and 400 Foot Aquifer; (4) provide supplemental drinking water to Marina, Fort Ord and the Monterey Peninsula, and potentially groundwater recharge within the Seaside Subbasin; (5) provide desalinated water for an injection barrier located landward of the extraction barrier and inland of the seawater intrusion front to increase the benefit of the extraction barrier and halt the further inland movement of seawater; and (6) avoid pumping and building new infrastructure within Environmentally Sensitive Habitat Areas (ESHA).

d. **Project Elements:**

Location of Brackish Water Extraction Wells:

PP8 proposes a Pumping Barrier of approximately 8.5 miles in length between Castroville and Marina. Assuming that the project will be phased, it is recommended that the Phase 1 extraction wells be located west of Castroville for the protection of the area that suffers both seawater intrusion and the counter flow of groundwater east to the East Side pumping depressions.

Location of Brackish Water Desalination Plant: The location of the desalination plant will need to be determined by an optimization study using various factors, including identified Project Benefits and their prioritization. For example, a plant located north of the Salinas River would be located (1) nearer to Castroville, (2) nearer to the City of Salinas and the East Side pumping depressions, and (3) within the North County agricultural area. However, it would be further away from the Monterey Peninsula. In contrast, a plant located south of the Salinas River would be located nearer to the Monterey Peninsula but further away from, Castroville, City of Salinas, and the North County agricultural area. AP1 lists the following possible desalination plants: Monterey Peninsula Water Supply Project (MPWSP) (6.4 mgd/ 7,100 AFY); Deep Water Desalination Plant (22 mgd/ 25,000 AFY); and People Water Supply Project (12 mgd/ 13,400 AFY).

Desalination Capacity of Brackish Water Plant: The desalination capacity of the brackish water plant will initially depend upon the pumping capacity of the extraction wells and how the plant's product water will be allocated among Project Benefits c(2) through (5) or any other uses. It is common for these types of facilities to be constructed for future expansion in a modular design that will allow for incremental growth as additional feedwater is made available. The design capacities of the pipelines bringing brackish water in and of the pipelines carrying product water out will need to take into consideration future expansion for the ultimate project buildout.

e. **Groundwater Rights Issues:** Because the 180/400-Foot Aquifer Subbasin has been designated as a Critically Overdrafted Subbasin, the necessary groundwater rights that would support the project will need to be assessed. Returning water to the Salinas Valley Groundwater Basin to comply with the Monterey County Water Resources Agency Act's export prohibition does not confer a groundwater right, only compliance with the Agency Act.

5. Restriction on Additional Wells in the Deep Aquifer (Priority Management Action 4)

MCWD supports implementation of Priority Management Action 4: Support and Strengthen MCWRA Restrictions on Additional Wells in the Deep Aquifer. As presented in our comments for Chapter 8, groundwater elevations in the Deep Aquifer are below sea level and declining, suggesting that extraction from this aquifer exceeds the sustainable yield of this aquifer zone.

This issue is very important to MCWD because in the 1996 Annexation Agreement, MCWRA agreed to protect the Deep Aquifer for MCWD's use, but MCWRA did not take any protective action until the recent adoption of Ordinance 5302. Section 5.3, Management of 900-foot aquifer, of the 1996 Annexation Agreement provides, "The Parties agree that the '900-foot' aquifer should be managed to provide safe, sustained use of the water resource, and to preserve to MCWD the continued availability of water from the '900-foot' aquifer." Section 5.9 further stated that the annexation fees paid by MCWD "shall also be used for management protection of the '900-foot aquifer.'"

MCWD will work with MCWRA pursuant to the 1996 Annexation Agreement on MCWRA's Deep Aquifer study.

6. Winter Potable Reuse Water Injection (Alternative Project 2)

For Alternative Project 2: Winter Potable Reuse Water Injection, the document should include an option (or separate alternative) for year-round potable reuse water injection by MCWD, as described in its Grant Application, provided to SVBGSA on 20 June 2019. MCWD has rights to recycled water on a year-round basis. Per discussions during the meeting on 11 July 2019, MCWD provided the following language for inclusion in the GSP:

“MCWD is currently conducting a feasibility study on injection of purified recycled water into the Monterey Subbasin. The project proposes to use purified recycled water available to MCWD from the AWPf, some of which is available year-round per the district's agreement with MIW, for indirect potable reuse and prevention of further seawater intrusion. This project is consistent with and can readily be implemented in conjunction with the winter potable reuse project identified herein.”

7. Extract Winter Flows using Radial Collectors and Inject into 180- and 400-Foot Aquifers (Alternative Project 3)

Alternative Project 3 is the winter extension of Preferred Project 3, Improve SRDF Diversion. While under Alternative Project 3, the new radial collector system would only operate from November through March, the system would be operated from April through October under Preferred Project 3. There may be even steelhead benefits to also operating the system during April through October in conjunction with the SRDF.

Section 9.4.5.3 correctly observes that a significant volume of water may be available for diversion or extraction from the Salinas River during the winter. However, securing and clarifying water rights is not a constraint on this proposed project. As discussed above, MCWRA's Amended Water Rights License 7543, Amended License 12624, and Amended Permit 21089 already designate the SRDF Diversion as an authorized point of rediversion. Those licenses and permits were amended to comply with the NMFS' Biological Opinion. Therefore, water stored and released under those water rights is already authorized to be diverted at the SRDF. The Reservoir Reoperation Management Action already has the stated goal of operating the two reservoirs so as to “Allow both natural and surplus flows to better reach the SRDF diversion.” Adding the SRDF as an additional point of diversion under Permit 11043 pursuant to a change petition under Water Code Sections 1701.2, et seq., would conform that permit with the authorized points of rediversion in MCWRA's other water rights licenses and permits and comply with the Biological Opinion.

Salinas River provided to CSIP is not required to be treated, but river water to be injected must first be treated and those costs must be included where applicable.

Additionally, an alternative should include direct piping of SRDF radial collector water to MCWD during winter months. This alternative may be less expensive than injection. We suggest that benefits discussion of this project to be slightly modified to:

“This project could benefit other subbasins, such as the Monterey and East Side subbasins by providing treated potable water to these subbasins for direct recharge and/or municipal potable use.”

Gary Petersen & Derrick Williams

1 August 2019

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Thank you for this opportunity to provide these comments. We look forward to working with you to discuss, evaluate, and refine the proposed Chapter 9 actions and projects.

Sincerely,

A handwritten signature in blue ink, appearing to read 'K. Van Der Maaten', with a stylized, cursive script.

Keith Van Der Maaten

General Manager, Marina Coast Water District



MARINA COAST WATER DISTRICT

11 RESERVATION ROAD, MARINA, CA 93933-2099

Home Page: www.mcwd.org

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

DIRECTORS

THOMAS P. MOORE
President

JAN SHRINER
Vice President

HOWARD GUSTAFSON
WILLIAM Y. LEE
HERBERT CORTEZ

16 September 2019

Mr. Gary Petersen
General Manager
Salinas Valley Basin Groundwater Sustainability Agency
1441 Shilling Place
Salinas, CA 93901

Mr. Derrick Williams
Montgomery & Associates
1232 Park Street, Suite 201B
Paso Robles, CA 93446

Dear Mr. Peterson and Mr. Williams,

Thank you for taking the time to meet with our SGMA consultant EKI Environment & Water, Inc. on 15 August 2019. This letter

- (1) Provides MCWD GSA's comments on draft 180/400 Foot Aquifer Subbasin Groundwater Sustainability Plan (GSP) Public Review Draft Chapter 9 (dated 2 August 2019) and Draft Chapter 10 (dated 28 July 2019); and
- (2) Summarize agreements reached regarding coordination with MCWD GSA representatives Proposition 68 grant application for the 180/400 Foot Aquifer Subbasin and Monterey Subbasin.

COMMENTS TO CHAPTER 9 PROJECTS AND MANAGEMENT ACTIONS

1. Water Charges Framework (Section 9.2)

The sentence below was added to Public Review Draft Chapter 9, Section 9.2 Water Charges Framework:

"The fee structures in each subbasin will be developed in accordance with all existing laws, judgements, and established water rights."

We understand that SVBGSA will further revise this sentence to include existing water management agreements as part of the basis for developing fee structure and pumping allowances, pursuant to our discussion during the 10 July 2019 meeting and MCWD's comment letter for Chapter 9 dated 1 August 2019. We understand that SVBGSA has received the comment letter but have yet to incorporate those comments into Chapter 9.

Additionally, it appears that this sentence and the associated paragraph discuss the fee structure as well as the sustainable pumping allowance. Therefore, the sentence should be revised to begin with "The fee structures and pumping allowance in each subbasin..."

2. Pumping Barrier Extraction Rate Calculation (Appendix 9-C)

Appendix 9-C mentions that the estimated pumping rates of the barrier project is calculated based on an analytical solution published by Javandel and Tsang (1987). This analytical solution assumes a constant background gradient. However, it is highly unlikely that a constant background gradient will be maintained over the project lifetime, because once sea water intrusion is stopped water levels inland of the barrier will begin to decline as seawater stops recharging the basin. As recognized in the GSP, numerical modeling is needed to assess rates of groundwater extraction that will be required to halt saltwater intrusion.

As discussed in Comment #5 to Chapter 10 below, the SVIHM will likely not have the resolution or adequate calibration in proposed project area and cannot be used to model density driven flow. Therefore, the GSP should acknowledge that alternative models will likely be required to evaluate the proposed pumping barrier project.

3. Estimated Pumping Barrier Extraction from Monterey Subbasin (Appendix 9-C)

Appendix 9-C estimates that the pumping barrier will have a total extraction volume of 30,000 AFY; 22,500 AFY of which would be extracted from the 180/400 Foot Aquifer Subbasin. Per discussion, it is understood that the remaining 7,500 AFY would be extracted from the Monterey Subbasin.

4. Mitigation of Overdraft (Section 9.6 and Table 9-5)

Section 9.6 discusses the overdraft estimated in Chapter 6 and stated that “[t]he priority projects include more than ample supplies to mitigate existing overdraft, as presented in Table 9-5.” As agreed during the meeting, SVBGSA should add a discussion that Section 9.6 is included per requirements of GSP Regulations (and cite relevant sections) and that mitigating the overdraft as estimated does not meet all of the basin’s sustainable management criteria. Specifically, without a hydraulic barrier, seawater intrusion will continue to occur if groundwater extraction within the basin occurs at the identified sustainable yield. As SVBGSA stated in Chapter 6, “simply reducing pumping to within the sustainable yield is not proof of sustainability, which must be demonstrated via Sustainable Management Criteria (SMC).”

Additionally, given the technical uncertainties of the proposed seawater intrusion pumping barrier project and the potential project cost that may not be approved by groundwater basin users, the GSP should provide an estimate of the sustainable yield of the 180/400 Foot Aquifer Subbasin (or the larger Salinas Valley Basin) without the pumping barrier project. This estimate is required under SGMA, which defines “Sustainable Yield” as “the maximum quantity of water, calculated over a base period representative of long-term conditions in the basin and including any temporary surplus, that can be withdrawn annually from a groundwater supply without causing an undesirable result.”

We understand that due to modeling limitations and data gaps, SVBGSA is reluctant to provide an estimate the “sustainable yield” of the basin when sustainable management criteria for seawater intrusion are considered. However, analytical methods, similar to those used to estimate extraction rate of the pumping barrier project, could be utilized to provide a preliminary estimate of the Sustainable Yield of the basin if the extraction barrier is not installed. For example, previous studies conducted on this topic by Geoscience (2013), *Protective Elevations to Control Sea Water Intrusion in the Salinas Valley*, estimated that approximately 60,000 AFY would be needed for the Salinas Valley Water Project to recharge the Salinas Valley Basin sufficiently to stop seawater intrusion. Alternatively, the GSP could compare and discuss the volume of water needed for an injection barrier, as presented in Appendix 9-C.

COMMENTS TO CHAPTER 10 GSP IMPLEMENTATION

5. Additional Data Gaps and Analyses to be Addressed (Section 10.3)

As discussed in our comments to the previous chapters, the following additional data gaps and analyses should be identified Chapter 10:

- Seawater intrusion cross-sections (Chapter 5 comments dated 18 April 2019)
Per GSP Regulations Section 354.16 (c), a GSP should provide “seawater intrusion conditions in the basin, including maps and cross sections of the seawater intrusion front for each principal aquifer”. The GSP should commit to development of such cross-sections, once data gaps have been filled. These data are needed to inform placement of seawater intrusion barrier wells.
- Groundwater extraction within individual aquifers (Chapter 6 comments dated 2 July 2019)
We suggest that SVBGSA collect information needed to identify groundwater extraction from each principal aquifer, to allow the development of a water budget for each aquifer. As discussed in MCWD’s Chapter 6 comments dated 2 July 2019:

“Water budget information for each principal aquifer is necessary to verify that proposed future operations of the basin, including implementation of projects and management actions, will not lead to undesirable results in each principal aquifer. Seawater intrusion is occurring in both the 180 Foot Aquifer and the 400 Foot Aquifer, and inland gradients exist within the Deep Aquifer. In order to reach sustainability, hydraulic gradients in each of these aquifers will need to be reversed either through decreasing groundwater extraction and/or future supply augmentation projects. As such, water budgets for each aquifer must be established to verify that undesirable effects do not occur.

We understand that information related to groundwater extraction within individual aquifer zones is currently limited and that water budgets cannot be developed for each principal aquifer zone. As such, we recommend that the GSP acknowledge this uncertainty and identify it as a data gap. The GSP should provide a plan to further assess rates of extraction and inflows within principal aquifer zones so undesirable results, such as seawater intrusion can be mitigated. This information is critical, as achieving sustainability in the basin requires implementation of projects and management actions, which will need to be evaluated against sustainable management criteria in each principal aquifer.”

However, as discussed and agreed upon during the meeting, this data gap may be extremely difficult to fill and water level data/gradients in each aquifer may serve as a proxy for evaluating the effectiveness of projects and management actions to address saltwater intrusion within each of these zones. However, given the uncertainties associated with groundwater recharge and groundwater levels within the Deep Aquifer (consistent with data gaps identified in Section 10.3), quantification of all groundwater extraction from the Deep Aquifer, should be clearly identified as a Data Gap that will be filled as under the GSP.

We further recommend that the GSP identify actions that will be implemented to allow:

- Development of Sustainable Management Criteria for the deep aquifer; and

- Development of Sustainable Management Criteria that consider project implementation. For example, alternative groundwater elevation Sustainable Management Criteria will be required near the coast if a pumping barrier is constructed.

6. Plans to Refine and Evaluate the Seawater Intrusion Barrier Project (Sections 10.6 and 10.7)

The GSP should acknowledge that alternative models will likely be required to evaluate certain projects, such as the pumping barrier or injection wells, because the SVIHM does not have the resolution or adequate calibration in proposed project areas and cannot model density driven flow.

Further, The GSP states that SVIHM model will be available for use within one year. Per discussion during the meeting, we understand that within one year, the SVIHM model will be released for public use by USGS. Additionally, we understand that the model will be made publicly available consistent with GSP Regulations Section 352.4 (f)(3), “[g]roundwater and surface water models developed in support of a Plan after the effective date of these regulations shall consist of public domain open-source software.”

PROPOSITION 68 GRANT COORDINATION

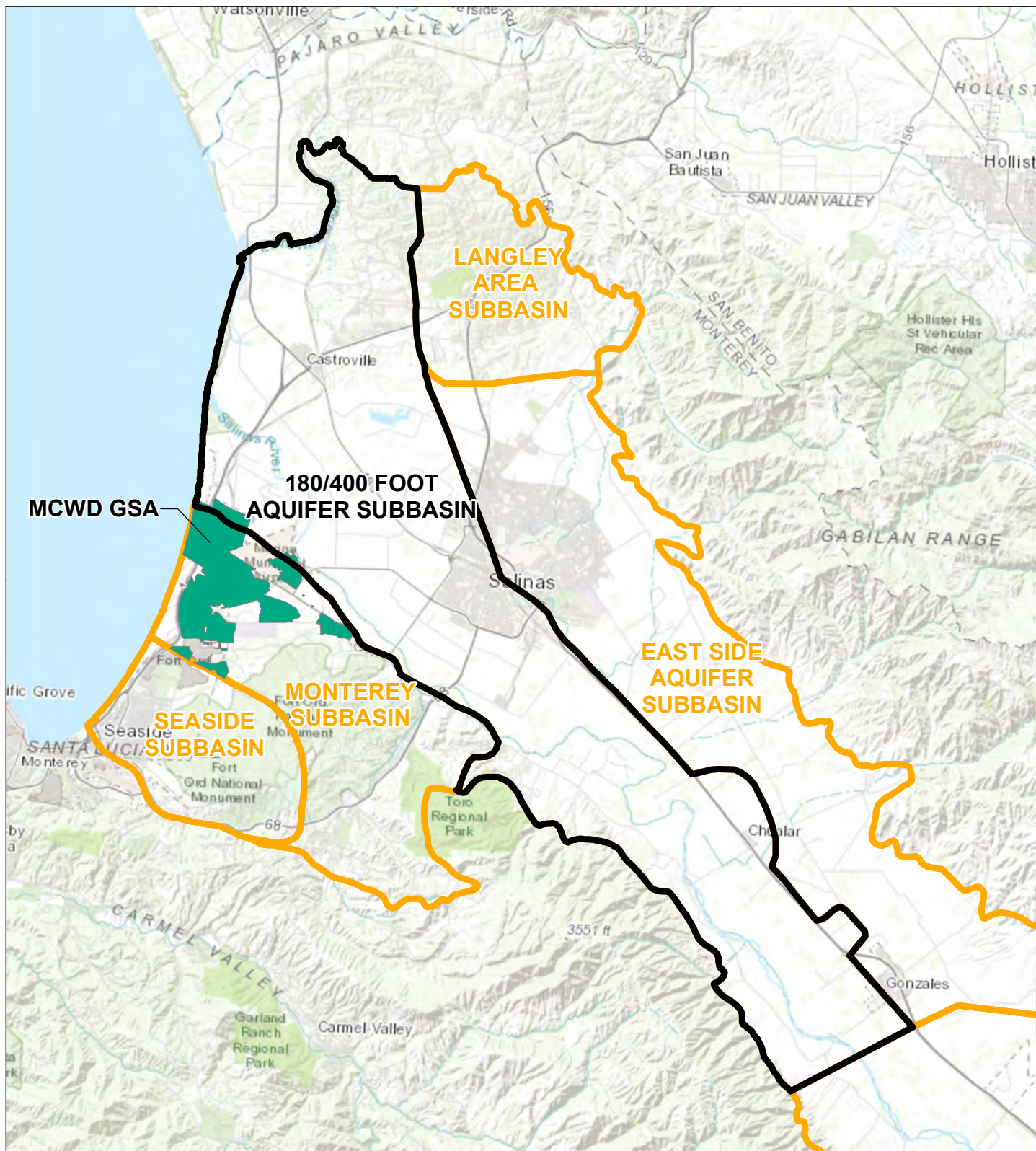
MCWD is considering applying for Proposition 68 Grant (SGM Grant Round 3) for Monterey Subbasin. We understand that SVBGSA is also planning to apply for this grant for other basins under its jurisdiction. As agreed, both parties will coordinate and support each other in grant funding processes.

Thank you for this opportunity to provide these comments. We look forward to working with you to discuss, evaluate, and refine the proposed Chapter 9 actions and projects.

Sincerely,



Keith Van Der Maaten
General Manager, Marina Coast Water District



Path: X:\B60094\Maps\2019\11\Fig1_MCWGSA.mxd

Legend

- MCWD GSA
- Groundwater Basin**
- 180/400 Foot Aquifer Subbasin
- Other Groundwater Subbasin within Salinas Valley Basin

Abbreviations

- DWR = Department of Water Resources
- MCWD = Marina Coast Water District
- GSA = Groundwater Sustainability Agency



Notes

1. All locations are approximate.

Sources

1. Basemap layers obtained from ESRI.

DRAFT

MCWD GSA

Marina Coast Water District
 Marina, CA
 December 2019
 EKI B60094.03



Figure 1

Marina Coast Water District
Agenda Transmittal

Agenda Item: 12

Meeting Date: December 16, 2019

Prepared By: Paula Riso

Approved By: Keith Van Der Maaten

Agenda Title: Consent Calendar

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

Background: *5-Year Strategic Plan Mission Statement – We provide our customers with high quality water, wastewater collection and conservation services at a reasonable cost, through planning, management and the development of water resources in an environmentally sensitive manner.*

Consent calendar consisting of:

- A) Receive and File the Check Register for the Month of November 2019
- B) Receive the Quarterly Financial Statements for July 1, 2019 to September 30, 2019
- C) Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of November 18, 2019
- D) Consider Adoption of Resolution No. 2019-85 to Approve the Purchase of a New Ford F-550 Dump Truck from National Auto Fleet Group for the Operations and Maintenance Department
- E) Consider Adoption of Resolution No. 2019-86 to Approve an Amendment to the Jones Hall Legal Services Agreement Increasing the Contract Amount from \$75,000 to \$80,000 for Bond Counsel and Disclosure Counsel Services on the 2019 Enterprise Revenue Certificates of Participation Financing
- F) Consider Approving the Proposed Regular Board/GSA Meeting and Workshop Meeting Schedule for 2020

Discussion/Analysis: See individual transmittals.

Environmental Review Compliance: None required.

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

Material Included for Information/Consideration: Check Register for November 2019; quarterly financial statements for June 1, 2019 to July 30, 2019; draft minutes of November 18, 2019; Resolution No. 2019-85; dump truck proposal; dump truck brochure; and, Resolution No. 2019-86.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____

Abstained _____

Noes _____

Absent _____

Marina Coast Water District
Agenda Transmittal

Agenda Item: 12-A

Meeting Date: December 16, 2019

Prepared By: Kelly Cadiente

Approved By: Keith Van Der Maaten

Agenda Title: Receive and File the Check Register for the Month of November 2019

Staff Recommendation: The Board of Directors receive and file the November 2019 expenditures totaling \$2,470,767.80.

Background: *5-Year 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 November 2019 and the Board is requested to receive and file the check register.

Environmental Review Compliance: None required.

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

Other Consideration: None.

Material Included for Information/Consideration: November 2019 Summary Check Register.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

NOVEMBER 2019 SUMMARY CHECK REGISTER

DATE	CHECK #	CHECK DESCRIPTION	AMOUNT
11/04/2019	68384 - 68406	Check Register	452,810.15
11/06/2019	68407 - 68457	Check Register	53,767.68
11/13/2019	WIRE	Mountain Cascade, Inc.	176,277.93
11/13/2019	68458 - 68469	Check Register	203,541.43
11/21/2019	68470 - 68540	Check Register	222,802.61
11/22/2019	WIRE	MUFG Union Bank, N.A.	659,190.03
11/01/2019	500548 - 500552	Payroll Checks and Direct Deposit	113,380.31
11/01/2019	500553 - 500554	Payroll Withholdings, Period Ended 10/25/19	1,471.23
11/01/2019	ACH	CalPERS	25,385.91
11/01/2019	ACH	MassMutual Retirement Services, LLC	10,723.61
11/01/2019	ACH	State of California - EDD	10,348.00
11/01/2019	ACH	Internal Revenue Service	44,581.81
11/06/2019	ACH	CalPERS	400.00
11/07/2019	500555 - 500569	Check Register	11,638.79
11/15/2019	500570 - 500574	Payroll Checks and Direct Deposit	111,904.90
11/15/2019	500575	Payroll Withholding, Period Ended 11/08/19	694.23
11/15/2019	ACH	MassMutual Retirement Services, LLC	11,510.31
11/15/2019	ACH	Internal Revenue Service	42,939.80
11/15/2019	ACH	CalPERS	24,706.36
11/15/2019	ACH	State of California - EDD	9,835.27
11/18/2019	500576 - 500579	Check Register	82,923.25
11/29/2019	500580 - 500585	Payroll Checks and Direct Deposit	112,755.83
11/29/2019	500586	Payroll Withholdings, Period Ended 11/21/19	694.23
11/29/2019	ACH	CalPERS	24,617.18
11/29/2019	ACH	State of California - EDD	9,805.50
11/29/2019	ACH	Internal Revenue Service	42,104.49
11/29/2019	ACH	MassMutual Retirement Services, LLC	9,956.96
TOTAL DISBURSEMENTS			<u>2,470,767.80</u>

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
68384	11/04/2019	11/04/2019	Remy Moose Manley, LLP	Retainer - Coastal Commission Meetings Addendum to California Strategies	5,000.00
68385	10/11/2019	11/04/2019	Monterey Peninsula Unified School District	Water Conservation Education 09/2019	4,847.29
68386	10/03/2019	11/04/2019	Fisher Scientific	Laboratory Chemicals	50.26
68387	10/08/2019	11/04/2019	PG&E	Gas and Electric Service 09/2019	84,921.85
68388	09/30/2019	11/04/2019	Schaaf & Wheeler	Staff Meetings, Ord Village LS/ Force Main, RFI for Bill of Sale - Development, Master Plan Review, Developers (Cypress Development, Marina Dunes RV Park, Marina Hotel Project, Mosaic Apartments, Wathen-Castanos Homes) 09/2019	22,902.00
68389	10/30/2019	11/04/2019	Water Awareness Comm Mtry	ZunZun Performances - (2) Marina Childhood Development Center	1,000.00
68390	10/11/2019	11/04/2019	Harris & Associates	Construction Support Inspections - Inter Garrison Road Pipeline, Developer Inspection Services (CSUMB Student Union, Wathen-Castanos Homes, OMC Blackflow Project)	18,314.00
68391	10/18/2019	11/04/2019	Core & Main LP	(200) 3/4" 3G-DS Register Bottom Load	32,863.75
68392	10/16/2019	11/04/2019	ARC Document Solutions, LLC	Bid Plans/ Specifications - RUWAP	535.59
68393	10/15/2019	11/04/2019	Carollo Engineers, Inc.	Draft Plan and Profile Drawings - Beach Rd Pipeline, Crescent Ave Connector; Construction Meetings, RWQCB NOI - RUWAP	7,212.75
68394	09/29/2019	11/04/2019	Calcon Systems, Inc.	SCADA Update and Improvements	32,376.42
68395	10/09/2019	11/04/2019	Power Engineers, Inc.	Cityworks/ ESRI Support Services 09/2019	220.00
68396	09/30/2019	11/04/2019	Star Sanitation LLC	Mobile Restroom Rental - Beach Office	71.01
68397	10/15/2019	11/04/2019	First Choice Services	Coffee Supplies	236.96
68398	10/10/2019	11/04/2019	Friedman & Springwater LLP	Legal Fees: Cal Am Coastal Water Project, MCWD v CPUC, RPD Superior Court Damages Cases 09/2019	46,075.00
68399	10/08/2019	11/04/2019	Richards, Watson & Gershon	Regional Project Litigation 09/2019	22,462.15
68400	10/16/2019	11/04/2019	Remy Moose Manley, LLP	Legal Fees: Desalination Plan/ MPWSP, CPUC 09/2019	94,969.79
68401	10/02/2019	11/04/2019	Monterey Bay Technologies, Inc.	(15) Microsoft Office 365 Advanced Threat Protection/ (2) Business Premium Licenses	640.88
68402	10/15/2019	11/04/2019	Eurofins Eaton Analytical, Inc.	Laboratory Contract Testing	3,530.00
68403	10/08/2019	11/04/2019	Churchwell White, LLP	Legal Fees: CA-AM Water Co v MCWD 09/2019	118.50

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
68404	10/09/2019	11/04/2019	Aleshire & Wynder, LLP	Legal Fees: Opinion for Bay View Community vs MCWD 09/2019	16,576.97
68405	10/14/2019	11/04/2019	EKI Environment & Water, Inc.	Groundwater Planning Sustainability Study	12,904.00
68406	10/30/2019	11/04/2019	Akel Engineering Group, Inc.	Master Plan/Capacity Fees Study - Water, Sewer, Recycled Water	44,980.98
68407	10/26/2019	11/06/2019	Insight Planners	Web Development/ Maintenance, Hosting 10/2019	1,104.00
68408	10/11/2019	11/06/2019	Grainger	General Supplies	349.90
68409	10/23/2019	11/06/2019	Jane's Answering Service	Answering Service 10/2019	139.00
68410	10/23/2019	11/06/2019	Water Education Foundation	Central Coast Water Tour - Savelberg	645.00
68411	10/04/2019	11/06/2019	Staples Credit Plan	Office Supplies	674.15
68412	10/18/2019	11/06/2019	Verizon Wireless	Cell Phones Service 10/2019	1,150.98
68413	10/11/2019	11/06/2019	Cypress Coast Ford	Camshaft Sensor Replacement - Crane Truck #0503	1,578.74
68414	10/07/2019	11/06/2019	USABluebook	Swivel Adapters - Hydrant Meters	502.08
68415	10/21/2019	11/06/2019	Conservation Rebate Program	5100 Coe Ave #114, #198 - (2) Toilet Rebates	250.00
68416	10/25/2019	11/06/2019	NEC Financial Services, Inc.	Phone Equipment Lease 10/2019	335.76
68417	10/28/2019	11/06/2019	O'Reilly Automotive Stores, Inc.	Auto/ General Supplies	140.20
68418	10/09/2019	11/06/2019	Sabre Backflow, LLC	Backflow Test Kit Calibration	111.57
68419	10/31/2019	11/06/2019	Conservation Rebate Program	299 Carmel Ave - Toilet Rebate	125.00
68420	10/10/2019	11/06/2019	Univar USA, Inc.	(1,455) gals Chlorine - Intermediate Reservoir, Wells 10, 11, Watkins Gate	2,923.49
68421	10/03/2019	11/06/2019	Sturdy Oil Company	(300) gals Clear Diesel - Convault Tank/ O&M Yard	1,144.33
68422	10/17/2019	11/06/2019	Central Welding and Fabrication LLC	16" B-Line ARV Repair - DX Rd	800.00
68423	10/23/2019	11/06/2019	Conservation Rebate Program	297 Reindollar Ave - Hot Water Recirculation Pump Rebate	250.00
68424	10/23/2019	11/06/2019	Conservation Rebate Program	3013 Shorebird Pl - Washer Rebate	150.00
68425	10/23/2019	11/06/2019	Conservation Rebate Program	294 Costa Del Mar Rd - (3) Toilet Rebates	375.00
68426	10/23/2019	11/06/2019	Conservation Rebate Program	279 Hibbing Cir - Toilet Rebate	125.00
68427	10/23/2019	11/06/2019	Conservation Rebate Program	110 Redondo Ct - (2) Toilet Rebates	238.00
68428	10/21/2019	11/06/2019	Green Rubber-Kennedy AG, LP	Safety Gear, General Supplies	599.22
68429	10/07/2019	11/06/2019	U.S. Bank Corporate Payment Systems	Employee Travel/ Training Expenses: 2019 Exhibitor Showcase Conference Hotel - Le, The Hidden Issues of Using Nonpotable Water Sources Conference - Lord; Advertisement - Engineering Technician, Administrative Assistant/ O&M; Cloud Hosted Server - CityWorks/ ESRI; Tire - Vehicle #0801; General Supplies	5,322.87

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
68430	10/25/2019	11/06/2019	Marina Tire & Auto Repair	Oil Change - Vehicles #1702, #1238, #1239	164.00
68431	10/31/2019	11/06/2019	Monterey Bay Technologies, Inc.	IT Support Services 11/2019, Dell Optiplex 7070 Computers - HR, Customer Service Supervisor, Associate District Engineer, Ubiquiti Networks Unifi Dual-Radio Pro Wireless Access	6,146.66
68432	10/29/2019	11/06/2019	ICONIX Waterworks (US), Inc.	Repair Parts, General Supplies	1,287.89
68433	10/08/2019	11/06/2019	Griffith & Masuda	Legal Fees: Bay View Mobile Home Park, District Property, General Matters, Groundwater, Potable Water Pipeline, Developer (Junsay Oaks) 09/2019	21,212.33
68434	10/30/2019	11/06/2019	Conservation Rebate Program	139 Seal Ct - Toilet Rebate	125.00
68435	10/24/2019	11/06/2019	Lou's Gloves, Inc.	Nitrile Gloves	456.00
68436	10/21/2019	11/06/2019	Conservation Rebate Program	3027 King Cir - Washer Rebate	150.00
68437	08/31/2019	11/06/2019	Peninsula Messenger LLC	Courier Service 09/2019	145.00
68438	10/21/2019	11/06/2019	Dataflow Business Systems, Inc.	Ord Copier Maintenance (5551ci) 10/2019	302.15
68439	10/22/2019	11/06/2019	AT&T	Modem Line, Ord Alarm 10/2019	104.59
68440	11/01/2019	11/06/2019	Simpler Systems, Inc.	Datapp for UB - Maintenance 11/2019	500.00
68441	10/17/2019	11/06/2019	Conservation Rebate Program	3240 Isla Del Sol Way - Landscape Incentive Rebate	459.75
68442	11/01/2019	11/06/2019	Pure Janitorial, LLC	BLM Janitorial Services 10/2019	1,850.00
68443	10/21/2019	11/06/2019	R&B Company	6" Hymax End Cap - CSUMB Hydrant Repairs	331.36
68444	10/01/2019	11/06/2019	Greenwaste Recovery, Inc.	Garbage Collection and Recycling Services 10/2019	697.75
68445	10/22/2019	11/06/2019	Customer Service Refund	Refund Check - 2725 Bungalow Dr	84.74
68446	10/22/2019	11/06/2019	Customer Service Refund	Refund Check - 171 Linde Cir	6.76
68447	10/22/2019	11/06/2019	Customer Service Refund	Refund Check - 478 Ferris Ave	184.03
68448	10/22/2019	11/06/2019	Customer Service Refund	Refund Check - 3110 Everett Cir	35.00
68449	10/22/2019	11/06/2019	Customer Service Refund	Refund Check - 236 Michael Dr	46.11
68450	10/22/2019	11/06/2019	Customer Service Refund	Refund Check - 3091 Nicklas Ln	45.34
68451	10/22/2019	11/06/2019	Customer Service Refund	Refund Check - 17322 Logan St	6.71
68452	10/22/2019	11/06/2019	Customer Service Refund	Refund Check - 414 Carentan Rd	35.00
68453	10/22/2019	11/06/2019	Customer Service Refund	Refund Check - 3088 Stewart Ct	95.65
68454	10/22/2019	11/06/2019	Customer Service Refund	Refund Check - 323 Brittany Rd	35.00
68455	10/22/2019	11/06/2019	Customer Service Refund	Refund Check - 310 Kalborn Rd	35.00
68456	10/22/2019	11/06/2019	Customer Service Refund	Refund Check - 183 Okinawa Rd	35.00
68457	10/22/2019	11/06/2019	Customer Service Refund	Refund Check - 373 B Carmel Ave	156.57

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
WIRE	10/07/2019	11/13/2019	Mountain Cascade, Inc.	Install Tide Flex, Tanksite Grading ACP Removal - RUWAP	176,277.93
68458	11/06/2019	11/13/2019	PG&E	Gas and Electric Service 10/2019	82,902.24
68459	09/30/2019	11/13/2019	Schaaf & Wheeler	Design Phase - A1/A2 Tanks B/C BPS	38,033.29
68460	09/26/2019	11/13/2019	Transact Technologies, Inc.	(2) Cases Receipt Register Tape - Customer Service	245.64
68461	11/07/2019	11/13/2019	SWRCB	Marina Enrollment Permit Fees - RUWAP Distribution	2,625.00
68462	11/05/2019	11/13/2019	Friedman & Springwater LLP	Legal Fees: Cal Am Coastal Water Project, RDP Superior Court Damages Cases, MCWD v CPUC 10/2019	47,452.00
68463	09/13/2019	11/13/2019	ICONIX Waterworks (US), Inc.	Lift Station Parts - Neeson and Crescent, (2) B16 Concrete Boxes - Well 10	2,700.44
68464	10/18/2019	11/13/2019	Eurofins Eaton Analytical, Inc.	Laboratory Contract Testing	9,290.00
68465	09/25/2019	11/13/2019	Annuvia	(4) Electrodes AED - Beach and Ord Offices	166.06
68466	11/04/2019	11/13/2019	Aleshire & Wynder, LLP	Legal Fees: Opinion for Bay View Community vs. MCWD 10/2019	17,518.45
68467	10/31/2019	11/13/2019	Peninsula Messenger LLC	Courier Service 10/2019 - 11/2019	330.00
68468	11/06/2019	11/13/2019	TIAA Commercial Finance, Inc.	(3) Office Copiers (C754E, 454E, 5551ci), eCopy ScanStation Leases 11/2019	1,109.54
68469	11/12/2019	11/13/2019	Customer Service Refund	Refund Check - 2968 Bluffs Dr	1,168.77
68470	10/31/2019	11/21/2019	Ace Hardware	General Supplies	811.83
68471	10/31/2019	11/21/2019	Alhambra and Sierra Springs	Lab Grade Water	51.51
68472	10/30/2019	11/21/2019	Quinn Company	ATS Switch - Airport LS	3,865.27
68473	10/25/2019	11/21/2019	Denise Duffy & Associates, Inc.	Construction Phase, Post-Construction Monitoring - Biological and Non-Biological - RUWAP	7,513.55
68474	11/01/2019	11/21/2019	Fisher Scientific	Laboratory General Supplies	273.28
68475	10/28/2019	11/21/2019	Home Depot Credit Services	General Supplies	596.30
68476	10/25/2019	11/21/2019	Grainger	Safety Glasses	23.95
68477	10/31/2019	11/21/2019	Schaaf & Wheeler	Design Phase - A1/A2 Tanks B/C BPS	23,787.10
68478	11/07/2019	11/21/2019	Pitney Bowes Purchase Power (Postage)	Postage Meter Refill	1,026.99
68479	10/31/2019	11/21/2019	Peninsula Welding Supply	Gas Cylinder Tank Rental Fee - Welding Supplies	3.00
68480	10/31/2019	11/21/2019	The Californian	Notice to Bidders Advertisement - Imjin LS/ RUWAP	2,031.86
68481	10/01/2019	11/21/2019	WateReuse Association	2020 Memberships Renewal	1,070.00
68482	10/31/2019	11/21/2019	The Monterey County Herald	Notice to Bidders Advertisement - Imjin LS/ RUWAP	1,933.20
68483	10/04/2019	11/21/2019	Environmental Resource Associates	Laboratory Contract Testing and External Quality Control Samples	965.70
68484	11/14/2019	11/21/2019	Monterey Bay Analytical Services	Laboratory Contract Testing	1,007.00

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
68485	11/05/2019	11/21/2019	Staples Credit Plan	Office Supplies	510.95
68486	10/03/2019	11/21/2019	Monterey Tire Service	Forklift Tire Replacement	515.67
68487	11/01/2019	11/21/2019	Harris & Associates	Construction Support/ Inspections - Inter Garrison Road Pipeline, Developer Inspection Services (Dunes, East Garrison, Junsay Oaks, CSUMB Student Union, Wathen-Castanos Homes)	23,741.00
68488	11/06/2019	11/21/2019	Orkin Franchise 925	BLM/ IOP Pest Control 11/2019	191.00
68489	10/31/2019	11/21/2019	Cypress Coast Ford	Replace Alternator - Vehicle #0503	366.10
68490	11/01/2019	11/21/2019	Maynard Group	NEC Phone Equipment Maintenance, AT&T Wireless Backup, eMVS Cloud, VoIP Services 11/2019	3,154.82
68491	10/31/2019	11/21/2019	USABluebook	General Supplies	716.13
68492	11/07/2019	11/21/2019	Core & Main LP	(1) Neptune Housing Kit - 2" Meter, (150) 3/4" 3G-DS Register Bottom Load	24,822.62
68493	10/31/2019	11/21/2019	DataProse, LLC	Customer Billing Statements 10/2019	5,652.39
68494	11/08/2019	11/21/2019	Conservation Rebate Program	3194 Melanie Rd - Toilet Rebate	125.00
68495	10/31/2019	11/21/2019	CSC of Salinas	General Supplies	40.66
68496	11/06/2019	11/21/2019	ARC Document Solutions, LLC	Digital Setup for Bid Plans - Generator Project	162.58
68497	11/06/2019	11/21/2019	M&M Backflow & Meter Maintenance	Large Meter Field Test	2,850.00
68498	11/06/2019	11/21/2019	SWRCB	Desal Plant Brine Discharge, WW Collection Facility Permit Fee 07/01/19 - 06/30/20; Recycled Water Review Fees	10,992.00
68499	10/29/2019	11/21/2019	Fastenal Industrial & Construction Supplies	Janitorial Supplies	536.48
68500	11/05/2019	11/21/2019	Val's Plumbing & Heating, Inc.	BLM Boiler Maintenance, Plumbing Service	1,115.88
68501	11/02/2019	11/21/2019	Mobile Modular	Modular Office - Water Resources 11/2019	743.69
68502	10/24/2019	11/21/2019	Whitson Engineers	Project Initiation/ Scope Development - S Boundary Rd Pipeline, Project Management Meetings - InterGarrison Pipeline	2,082.80
68503	11/08/2019	11/21/2019	TJC and Associates, Inc.	Design/Installation - Generator Project	23,827.95
68504	11/13/2019	11/21/2019	Cal-Risk Control Services, Inc	Forklift Training Class	1,447.00
68505	10/14/2019	11/21/2019	Integrity Print & Design LLC	(1,000) Blank Door Hangers, (500) #10 Regular Envelopes, (1000) #10 Window Envelopes	514.57
68506	09/29/2019	11/21/2019	Calcon Systems, Inc.	Radio Survey - Ord Village LS	5,883.69
68507	10/25/2019	11/21/2019	Sturdy Oil Company	(250) gals Clear Diesel - Convault Tank/ O&M Yard	1,008.02
68508	11/01/2019	11/21/2019	Monterey Signs, Inc.	MCWD Wood Sign/ Installation	1,932.68
68509	11/12/2019	11/21/2019	First Choice Services	Coffee Supplies	189.01
68510	11/14/2019	11/21/2019	Conservation Rebate Program	18934 Kilpatrick Ln - Washer Rebate	100.00

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
68511	11/14/2019	11/21/2019	Conservation Rebate Program	3221 7th Division Pl - Washer Rebate	100.00
68512	11/14/2019	11/21/2019	Conservation Rebate Program	415 Karen Ct - Washer Rebate	100.00
68513	11/06/2019	11/21/2019	Conservation Rebate Program	222 Peninsula Dr - Washer Rebate	150.00
68514	11/14/2019	11/21/2019	Conservation Rebate Program	115 Brookside Pl - Washer Rebate	150.00
68515	11/21/2019	11/21/2019	Conservation Rebate Program	3334 Michael Dr - Landscape Incentive Rebate	770.25
68516	11/21/2019	11/21/2019	Conservation Rebate Program	3005 King Cir - Toilet Rebate	125.00
68517	11/21/2019	11/21/2019	Conservation Rebate Program	4510 Peninsula Point Dr - (3) Toilet Rebates	363.00
68518	11/21/2019	11/21/2019	Conservation Rebate Program	16206 East Garrison Rd - Washer Rebate	100.00
68519	11/21/2019	11/21/2019	Conservation Rebate Program	244 Beach Rd - Toilet Rebate	125.00
68520	10/24/2019	11/21/2019	Voyager Fleet Systems, Inc.	Fleet Gasoline	3,529.36
68521	11/06/2019	11/21/2019	U.S. Bank Corporate Payment Systems	(6) CA Groundwater/ Water Maps, Advertisement - System Operator III, O&M Admin Assistant, Engineering Technician; (9) Online Tests - O&M Admin Assistant; Cloud Hosted Server for CityWorks/ ESRI; SCADA Internet 09/2019 - 11/2019; General Supplies	5,192.75
68522	11/05/2019	11/21/2019	Las Animas Concrete, LLC	Concrete - CSUMB/ 4th Avenue Hydrant Repair	274.04
68523	11/07/2019	11/21/2019	Eurofins Eaton Analytical, Inc.	Laboratory Contract Testing	2,825.00
68524	10/31/2019	11/21/2019	The Pun Group, LLP	2019 Audit - Final Billing	4,480.00
68525	09/26/2019	11/21/2019	Association of California Water Agencies	2020 ACWA Agency Dues	23,010.00
68526	10/26/2019	11/21/2019	GHD, Inc.	Design Phase - Imjin LS Improvements	5,319.00
68527	10/31/2019	11/21/2019	Western Exterminator Company	Pest Control - Beach Office 10/2019	91.50
68528	10/31/2019	11/21/2019	Iron Mountain, Inc.	Shredding Service 10/2019	163.18
68529	11/15/2019	11/21/2019	AT&T	Ord Alarm, Beach Alarm, IOP Fire Alarm, Main Frame Computer 11/2019	182.94
68530	10/31/2019	11/21/2019	Marina Coast Water District (BLM)	BLM Water, Sewer, Fire, Service 10/2019	354.28
68531	11/21/2019	11/21/2019	Conservation Rebate Program	170 Dolphin Cir - Landscape Incentive Rebate	278.90
68532	10/30/2019	11/21/2019	Johnson Electronics	BLM Fire Alarm Monitoring 10/2019 - 12/2019	84.00
68533	11/14/2019	11/21/2019	Conservation Rebate Program	281B Carmel Ave - Toilet Rebate	125.00
68534	09/11/2019	11/21/2019	Irrigation Association	2020 Membership Renewal	406.00
68535	10/29/2019	11/21/2019	EKI Environment & Water, Inc.	Water Supply Augmentation Study - Fort Ord, City of Marina Permitting of CalAm Project Wells - Environmental	14,300.88
68536	11/14/2019	11/21/2019	Conservation Rebate Program	308 Oak Cir - Toilet Rebate	125.00
68537	11/01/2019	11/21/2019	Verizon Connect NWF, Inc.	GPS Service - (2) Meter Reader Trucks 10/2019	38.00
68538	11/13/2019	11/21/2019	Interstate Battery of San Jose	Batteries - San Pablo LS, Alarm System - Ord Office	243.03

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
68539	10/28/2019	11/21/2019	Alameda Electrical Distributors, Inc.	Generator Receptacle	915.52
68540	11/01/2019	11/21/2019	Greenwaste Recovery, Inc.	Garbage Collection and Recycling Services 11/2019	697.75
WIRE	10/17/2019	11/22/2019	MUFG Union Bank, N.A.	2015 Series A Bond, 2010 Refunding Bond Payments	659,190.03
500548-500552	11/01/2019	11/01/2019	Payroll Checks and Direct Deposit	Payroll Ending 10/25/19	113,380.31
500553	11/01/2019	11/01/2019	General Teamsters Union	Payroll Ending 10/25/19	777.00
500554	11/01/2019	11/01/2019	WageWorks, Inc.	Payroll Ending 10/25/19	694.23
ACH	11/01/2019	11/01/2019	CalPERS	Payroll Ending 10/25/19	25,385.91
ACH	11/01/2019	11/01/2019	MassMutual Retirement Services, LLC	Payroll Ending 10/25/19	10,723.61
ACH	11/01/2019	11/01/2019	State of California - EDD	Payroll Ending 10/25/19	10,348.00
ACH	11/01/2019	11/01/2019	Internal Revenue Service	Payroll Ending 10/25/19	44,581.81
ACH	10/07/2019	11/06/2019	CalPERS	2018 SSA Annual Fee	400.00
500555	10/25/2019	11/07/2019	Becks Shoe Store, Inc. - Salinas	Boot Benefit - (2) O&M, (2) Meter Readers	733.96
500556	11/06/2019	11/07/2019	CWEA - Monterey Bay Section	Membership Renewal - Luongo and Nguyen, Grade I Collection System Exam Fee - Hicks	751.00
500557	10/25/2019	11/07/2019	AFLAC	Employee Paid Benefits 10/2019	2,698.30
500558	10/23/2019	11/07/2019	Thomas P. Moore	Board Compensation 10/2019	50.00
500559	10/21/2019	11/07/2019	Federico Imprints	Yellow Safety Shirts - O&M	298.79
500560	10/25/2019	11/07/2019	Pinnacle Medical Group, Inc.	Pre-Employment - New Hire, Drug Test (DOT) - O&M	400.00
500561	10/17/2019	11/07/2019	Principal Life	Employee Paid Benefits 11/2019	724.05
500562	10/10/2019	11/07/2019	Lincoln National Life Insurance Company	Life, Long-Term/ Short-Term Disability, AD&D Premium 11/2019	2,301.79
500563	10/15/2019	11/07/2019	WageWorks, Inc.	FSA Admin Fees 09/2019	128.00
500564	10/23/2019	11/07/2019	Peter Le	Board Compensation 10/2019	50.00
500565	10/23/2019	11/07/2019	Herbert Cortez	Board Compensation 10/2019	50.00
500566	10/17/2019	11/07/2019	Transamerica Life Insurance Company	Employee Paid Benefits 10/2019	1,205.30
500567	10/31/2019	11/07/2019	Cintas Corporation No. 630	Uniforms, Towels, Rugs 10/2019	976.60
500568	10/23/2019	11/07/2019	Jan Shriner	Board Compensation 10/2019	50.00
500569	09/30/2019	11/07/2019	Liebert Cassidy Whitmore	General Matters 09/2019	1,221.00
500570-500574	11/15/2019	11/15/2019	Payroll Checks and Direct Deposit	Payroll Ending 11/08/19	111,904.90
500575	11/15/2019	11/15/2019	WageWorks, Inc.	Payroll Ending 11/08/19	694.23
ACH	11/15/2019	11/15/2019	MassMutual Retirement Services, LLC	Payroll Ending 11/08/19	11,510.31
ACH	11/15/2019	11/15/2019	Internal Revenue Service	Payroll Ending 11/08/19	42,939.80
ACH	11/15/2019	11/15/2019	CalPERS	Payroll Ending 11/08/19	24,706.36
ACH	11/15/2019	11/15/2019	State of California - EDD	Payroll Ending 11/08/19	9,835.27

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
500576	11/04/2019	11/18/2019	ACWA/ JPIA	Medical, Dental, Vision, EAP Insurance 12/2019	82,585.10
500577	11/05/2019	11/18/2019	LegalShield	Employee Paid Benefits 11/2019	25.90
500578	11/07/2019	11/18/2019	Water District Jobs	Advertisement - System Operator III	175.00
500579	10/31/2019	11/18/2019	Justifacts Credential Verification, Inc.	Background Checks - New Hire	137.25
500580-500585	11/29/2019	11/29/2019	Payroll Checks and Direct Deposit	Payroll Ending 11/22/19	112,755.83
500586	11/29/2019	11/29/2019	WageWorks, Inc.	Payroll Ending 11/22/19	694.23
ACH	11/29/2019	11/29/2019	CalPERS	Payroll Ending 11/22/19	24,617.18
ACH	11/29/2019	11/29/2019	State of California - EDD	Payroll Ending 11/22/19	9,805.50
ACH	11/29/2019	11/29/2019	Internal Revenue Service	Payroll Ending 11/22/19	42,104.49
ACH	11/29/2019	11/29/2019	MassMutual Retirement Services, LLC	Payroll Ending 11/22/19	9,956.96
Total Disbursements for November 2019					2,470,767.80

Marina Coast Water District
Agenda Transmittal

Agenda Item: 12-B

Meeting Date: December 16, 2019

Prepared By: Kelly Cadiente

Approved By: Keith Van Der Maaten

Agenda Title: Receive the Quarterly Financial Statements for July 1, 2019 to September 30, 2019

Staff Recommendation: The Board receives the Quarterly Financial Statements for July 1, 2019 to September 30, 2019.

Background: *5-Year Strategic Plan, Strategic Element No. 3.2 – Regular Financial Updates to Policymakers and Managers.*

Discussion/Analysis: All figures reported for the quarter are based on accrual basis accounting. The District's consolidated financial statement for the quarter includes operating revenues of \$4.552 million and expenses of \$3.038 million, resulting in a net gain from operations of \$1.514 million. The District budget projected net gain from operations of \$0.504 million for the same period.

The difference between the actual net gain from operations for the quarter from the budget gain expectation is \$1.010 million due to the timing of when revenues are earned and expenses are accrued producing different results than those in which the annual budget amounts are divided evenly by quarter.

Summary of Cost Centers:

<u>Description</u>	<u>Actual Qtr</u>	<u>Budget Qtr</u>	<u>Actual FYTD</u>	<u>Budget FYTD</u>
Marina Water				
Revenue	1,066,945	1,076,064	1,066,945	4,304,255
Expenses	<u>704,296</u>	<u>921,569</u>	<u>704,296</u>	<u>3,686,269</u>
Net Gain/(Loss)	362,649	154,495	362,649	617,986
Marina Sewer				
Revenue	352,941	367,757	352,941	1,471,027
Expenses	<u>165,570</u>	<u>208,721</u>	<u>165,570</u>	<u>834,882</u>
Net Gain/(Loss)	187,371	159,036	187,371	636,145
Ord Community Water				
Revenue	2,363,075	2,183,863	2,363,075	8,735,449
Expenses	<u>1,779,357</u>	<u>2,149,876</u>	<u>1,779,357</u>	<u>8,599,501</u>
Net Gain/(Loss)	583,718	33,987	583,718	135,948
Ord Community Sewer				
Revenue	769,330	750,490	769,330	3,001,959
Expenses	<u>348,155</u>	<u>488,400</u>	<u>348,155</u>	<u>1,953,598</u>
Net Gain/(Loss)	421,175	262,090	421,175	1,048,361

Recycled Water Project				
Revenue	-	50	-	200
Expenses	<u>40,240</u>	<u>105,252</u>	<u>40,240</u>	<u>421,009</u>
Net Gain/(Loss)	(40,240)	105,202)	(40,240)	(420,809)
Regional Project				
Revenue	-	-	-	-
Expenses	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Gain/(Loss)	-	-	-	-
Consolidated Cost Centers				
Revenue	4,552,291	4,378,224	4,552,291	17,512,890
Expenses	<u>3,037,618</u>	<u>3,873,818</u>	<u>3,037,618</u>	<u>15,495,259</u>
Net Gain/(Loss)	1,514,673	504,406	1,514,673	2,017,631

As of September 30, 2019, the District had \$24.199 million in liquid investments. The District also had \$0.857 million of 2010 refunding bond proceeds for debt reserve purposes in the bank.

The District owed \$27.045 million for the 2015 Senior Revenue Refunding Bonds Series A as well as \$1.735 million for the 2010 Subordinate Revenue Refunding Bonds, \$2.597 million to Holman Capital Corporation for the conversion of the Rabobank N.A. construction loan for the BLM building, and \$5.423 million to BVAA Compass Bank Line of Credit for the Regional Urban Water Augmentation Project as of September 30, 2019.

Environmental Review Compliance: None required.

Financial Impact: Yes No Funding Source/Recap: None

Other Considerations: None

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

Action Required: Resolution Motion Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

MARINA COAST WATER DISTRICT
INCOME STATEMENT
JULY 1, 2019 TO SEPTEMBER 30, 2019
(UNAUDITED)

CONSOLIDATED

	CURRENT QUARTER				YEAR-TO-DATE			
	2019/2020	2018/2019	\$ VARIANCE	% VARIANCE	2019/2020	2018/2019	\$ VARIANCE	% VARIANCE
REVENUES								
WATER SALES	3,184,693	3,003,720	180,973	6.02%	3,184,693	3,003,720	180,973	6.02%
SEWER SALES	1,091,987	1,013,930	78,057	7.70%	1,091,987	1,013,930	78,057	7.70%
INTEREST INCOME	83,594	48,380	35,214	72.79%	83,594	48,380	35,214	72.79%
OTHER REVENUE	192,017	246,247	(54,230)	-22.02%	192,017	246,247	(54,230)	-22.02%
TOTAL REVENUES	4,552,291	4,312,277	240,014	5.57%	4,552,291	4,312,277	240,014	5.57%
EXPENSES								
ADMINISTRATIVE	1,342,263	1,000,468	341,795	34.16%	1,342,263	1,000,468	341,795	34.16%
OPERATING & MAINTENANCE	872,677	932,054	(59,377)	-6.37%	872,677	932,054	(59,377)	-6.37%
LABORATORY	75,751	61,608	14,143	22.96%	75,751	61,608	14,143	22.96%
CONSERVATION	79,498	78,064	1,434	1.84%	79,498	78,064	1,434	1.84%
ENGINEERING	275,907	289,965	(14,058)	-4.85%	275,907	289,965	(14,058)	-4.85%
WATER RESOURCES	161,382	-	161,382	100.00%	161,382	-	161,382	100.00%
INTEREST EXPENSE	47,845	46,386	1,459	3.15%	47,845	46,386	1,459	3.15%
FRANCHISE FEE	182,295	46,803	135,492	289.49%	182,295	46,803	135,492	289.49%
TOTAL EXPENSES	3,037,618	2,455,348	582,270	23.71%	3,037,618	2,455,348	582,270	23.71%
NET GAIN (LOSS) FROM OPERATIONS	1,514,673	1,856,929	(342,256)	-18.43%	1,514,673	1,856,929	(342,256)	-18.43%
CAPACITY FEE/ CAPITAL SURCHARGE	774,950	1,167,547	(392,597)	-33.63%	774,950	1,167,547	(392,597)	-33.63%
CONTRIBUTIONS/ GRANT REVENUE	-	-	-	-	-	-	-	-
NON-OPERATING REVENUE	97,776	123,414	(25,638)	-20.77%	97,776	123,414	(25,638)	-20.77%
CAPITAL IMPROVEMENT PROJECT	979,267	4,194,904	(3,215,637)	-76.66%	979,267	4,194,904	(3,215,637)	-76.66%
DEVELOPER REVENUE	87,652	107,364	(19,712)	-18.36%	87,652	107,364	(19,712)	-18.36%
DEVELOPER EXPENSES	79,502	115,823	(36,321)	-31.36%	79,502	115,823	(36,321)	-31.36%

MARINA COAST WATER DISTRICT
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
JULY 1, 2019 TO SEPTEMBER 30, 2019
(UNAUDITED)

CONSOLIDATED

	MW FUND		MS FUND		OW FUND		OS FUND		RW FUND		RP FUND		CONSOLIDATED		CONSOLIDATED (YTD)	
	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET
REVENUES																
WATER SALES	1,035,374	1,048,647	-	-	2,149,319	1,975,184	-	-	-	-	-	-	3,184,693	3,023,831	3,184,693	12,095,323
SEWER SALES	-	-	341,512	360,447	-	-	750,475	740,769	-	-	-	-	1,091,987	1,101,216	1,091,987	4,404,861
INTEREST INCOME	17,713	15,142	10,220	6,635	47,878	21,125	7,783	6,271	-	50	-	-	83,594	49,223	83,594	196,891
OTHER REVENUE	13,858	12,275	1,209	675	165,878	187,554	11,072	3,450	-	-	-	-	192,017	203,954	192,017	815,815
TOTAL REVENUES	1,066,945	1,076,064	352,941	367,757	2,363,075	2,183,863	769,330	750,490	-	50	-	-	4,552,291	4,378,224	4,552,291	17,512,890
EXPENSES																
ADMINISTRATIVE	331,606	286,250	51,876	57,773	834,827	748,555	123,857	146,827	97	300	-	-	1,342,263	1,239,705	1,342,263	4,958,818
OPERATING & MAINTENANCE	199,208	288,257	96,913	107,811	441,261	533,753	135,295	181,511	-	-	-	-	872,677	1,111,332	872,677	4,445,326
LABORATORY	21,522	25,389	-	-	54,229	66,785	-	-	-	-	-	-	75,751	92,174	75,751	368,694
CONSERVATION	23,556	37,544	-	-	55,942	74,246	-	-	-	-	-	-	79,498	111,790	79,498	447,158
ENGINEERING	61,967	73,692	16,165	20,822	158,354	181,682	39,421	58,834	-	-	-	-	275,907	335,030	275,907	1,340,118
WATER RESOURCES	64,281	165,356	-	-	97,101	248,033	-	-	-	-	-	-	161,382	413,389	161,382	1,653,553
INTEREST EXPENSE	2,156	45,081	616	22,315	3,851	197,706	1,079	64,256	40,143	104,952	-	-	47,845	434,310	47,845	1,737,241
FRANCHISE FEE	-	-	-	-	133,792	99,116	48,503	36,972	-	-	-	-	182,295	136,088	182,295	544,351
TOTAL EXPENSES	704,296	921,569	165,570	208,721	1,779,357	2,149,876	348,155	488,400	40,240	105,252	-	-	3,037,618	3,873,818	3,037,618	15,495,259
NET GAIN (LOSS) FROM OPERATIONS	362,649	154,495	187,371	159,036	583,718	33,987	421,175	262,090	(40,240)	(105,202)	-	-	1,514,673	504,406	1,514,673	2,017,631
CAPACITY FEE/ CAPITAL SURCHARGE	-	104,188	-	71,226	524,245	499,823	250,705	179,397	-	-	-	-	774,950	854,634	774,950	3,418,533
CONTRIBUTIONS/ GRANT REVENUE	-	38,283	-	-	-	75,940	-	-	-	250,000	-	-	-	364,223	-	1,456,890
NON-OPERATING REVENUE	27,377	36,895	7,822	10,542	48,888	65,884	13,689	18,448	-	-	-	-	97,776	131,769	97,776	527,074
CAPITAL IMPROVEMENT PROJECT	85,188	-	13,762	-	176,963	-	174,583	-	375,804	-	152,967	-	979,267	-	979,267	-
DEVELOPER REVENUE	10,582	-	960	-	46,023	100,000	30,087	26,250	-	-	-	-	87,652	126,250	87,652	505,000
DEVELOPER EXPENSES	9,595	5,375	256	550	50,176	90,000	19,475	26,250	-	-	-	-	79,502	122,175	79,502	488,700

MARINA COAST WATER DISTRICT
INCOME STATEMENT
JULY 1, 2019 TO SEPTEMBER 30, 2019
(UNAUDITED)

MARINA WATER FUND

	CURRENT QUARTER				YEAR-TO-DATE			
	ACTUAL	BUDGET	\$ VARIANCE	% VARIANCE	ACTUAL	BUDGET	\$ VARIANCE	% VARIANCE
REVENUES								
WATER SALES	1,035,374	1,048,647	(13,273)	(1.27%)	1,035,374	4,194,589	(3,159,215)	(75.32%)
SEWER SALES	-	-	-	-	-	-	-	-
INTEREST INCOME	17,713	15,142	2,571	16.98%	17,713	60,566	(42,853)	(70.75%)
OTHER REVENUE	13,858	12,275	1,583	12.90%	13,858	49,100	(35,242)	(71.78%)
TOTAL REVENUES	1,066,945	1,076,064	(9,119)	(0.85%)	1,066,945	4,304,255	(3,237,310)	(75.21%)
EXPENSES								
ADMINISTRATIVE	331,606	286,250	45,356	15.84%	331,606	1,144,999	(813,393)	(71.04%)
OPERATING & MAINTENANCE	199,208	288,257	(89,049)	(30.89%)	199,208	1,153,028	(953,820)	(82.72%)
LABORATORY	21,522	25,389	(3,867)	(15.23%)	21,522	101,555	(80,033)	(78.81%)
CONSERVATION	23,556	37,544	(13,988)	(37.26%)	23,556	150,175	(126,619)	(84.31%)
ENGINEERING	61,967	73,692	(11,725)	(15.91%)	61,967	294,768	(232,801)	(78.98%)
WATER RESOURCES	64,281	165,356	(101,075)	(61.13%)	64,281	661,422	(597,141)	(90.28%)
INTEREST EXPENSE	2,156	45,081	(42,925)	(95.22%)	2,156	180,322	(178,166)	(98.80%)
FRANCHISE/MEMBERSHIP FEES	-	-	-	-	-	-	-	-
TOTAL EXPENSES	704,296	921,569	(217,273)	(23.58%)	704,296	3,686,269	(2,981,973)	(80.89%)
NET GAIN (LOSS) FROM OPERATIONS	362,649	154,495	208,154	134.73%	362,649	617,986	(255,337)	(41.32%)
CAPACITY FEE/ CAPITAL SURCHARGE	-	104,188	(104,188)	(100.00%)	-	416,750	(416,750)	(100.00%)
CONTRIBUTIONS/ GRANT REVENUE	-	38,283	(38,283)	(100.00%)	-	153,132	(153,132)	(100.00%)
NON-OPERATING REVENUE	27,377	36,895	(9,518)	(25.80%)	27,377	147,581	(120,204)	(81.45%)
CAPITAL IMPROVEMENT PROJECT	85,188	-	85,188	100.00%	85,188	-	85,188	100.00%
DEVELOPER REVENUE	10,582	-	10,582	100.00%	10,582	-	10,582	100.00%
DEVELOPER EXPENSES	9,595	5,375	4,220	78.51%	9,595	21,500	(11,905)	(55.37%)

MARINA COAST WATER DISTRICT
INCOME STATEMENT
JULY 1, 2019 TO SEPTEMBER 30, 2019
(UNAUDITED)

MARINA SEWER FUND

	CURRENT QUARTER				YEAR-TO-DATE			
	ACTUAL	BUDGET	\$ VARIANCE	% VARIANCE	ACTUAL	BUDGET	\$ VARIANCE	% VARIANCE
REVENUES								
WATER SALES	-	-	-	-	-	-	-	-
SEWER SALES	341,512	360,447	(18,935)	(5.25%)	341,512	1,441,787	(1,100,275)	(76.31%)
INTEREST INCOME	10,220	6,635	3,585	54.03%	10,220	26,540	(16,320)	(61.49%)
OTHER REVENUE	1,209	675	534	79.11%	1,209	2,700	(1,491)	(55.22%)
TOTAL REVENUES	352,941	367,757	(14,816)	(4.03%)	352,941	1,471,027	(1,118,086)	(76.01%)
EXPENSES								
ADMINISTRATIVE	51,876	57,773	(5,897)	(10.21%)	51,876	231,090	(179,214)	(77.55%)
OPERATING & MAINTENANCE	96,913	107,811	(10,898)	(10.11%)	96,913	431,243	(334,330)	(77.53%)
LABORATORY	-	-	-	-	-	-	-	-
CONSERVATION	-	-	-	-	-	-	-	-
ENGINEERING	16,165	20,822	(4,657)	(22.37%)	16,165	83,288	(67,123)	(80.59%)
WATER RESOURCES	-	-	-	-	-	-	-	-
INTEREST EXPENSE	616	22,315	(21,699)	(97.24%)	616	89,261	(88,645)	(99.31%)
FRANCHISE/MEMBERSHIP FEES	-	-	-	-	-	-	-	-
TOTAL EXPENSES	165,570	208,721	(43,151)	(20.67%)	165,570	834,882	(669,312)	(80.17%)
NET GAIN (LOSS) FROM OPERATIONS	187,371	159,036	28,335	17.82%	187,371	636,145	(448,774)	(70.55%)
CAPACITY FEE/ CAPITAL SURCHARGE	-	71,226	(71,226)	(100.00%)	-	284,905	(284,905)	(100.00%)
CONTRIBUTIONS/ GRANT REVENUE	-	-	-	-	-	-	-	-
NON-OPERATING REVENUE	7,822	10,542	(2,720)	(25.80%)	7,822	42,166	(34,344)	(81.45%)
CAPITAL IMPROVEMENT PROJECT	13,762	-	13,762	100.00%	13,762	-	13,762	100.00%
DEVELOPER REVENUE	960	-	960	100.00%	960	-	960	100.00%
DEVELOPER EXPENSES	256	550	(294)	(53.45%)	256	2,200	(1,944)	(88.36%)

MARINA COAST WATER DISTRICT
INCOME STATEMENT
JULY 1, 2019 TO SEPTEMBER 30, 2019
(UNAUDITED)

ORD COMMUNITY WATER FUND

	CURRENT QUARTER				YEAR-TO-DATE			
	ACTUAL	BUDGET	\$ VARIANCE	% VARIANCE	ACTUAL	BUDGET	\$ VARIANCE	% VARIANCE
REVENUES								
WATER SALES	2,149,319	1,975,184	174,135	8.82%	2,149,319	7,900,734	(5,751,415)	(72.80%)
SEWER SALES	-	-	-	-	-	-	-	-
INTEREST INCOME	47,878	21,125	26,753	126.64%	47,878	84,500	(36,622)	(43.34%)
OTHER REVENUE	165,878	187,554	(21,676)	(11.56%)	165,878	750,215	(584,337)	(77.89%)
TOTAL REVENUES	2,363,075	2,183,863	179,212	8.21%	2,363,075	8,735,449	(6,372,374)	(72.95%)
EXPENSES								
ADMINISTRATIVE	834,827	748,555	86,272	11.53%	834,827	2,994,221	(2,159,394)	(72.12%)
OPERATING & MAINTENANCE	441,261	533,753	(92,492)	(17.33%)	441,261	2,135,013	(1,693,752)	(79.33%)
LABORATORY	54,229	66,785	(12,556)	(18.80%)	54,229	267,139	(212,910)	(79.70%)
CONSERVATION	55,942	74,246	(18,304)	(24.65%)	55,942	296,983	(241,041)	(81.16%)
ENGINEERING	158,354	181,682	(23,328)	(12.84%)	158,354	726,726	(568,372)	(78.21%)
WATER RESOURCES	97,101	248,033	(150,932)	(60.85%)	97,101	992,131	(895,030)	(90.21%)
INTEREST EXPENSE	3,851	197,706	(193,855)	(98.05%)	3,851	790,825	(786,974)	(99.51%)
FRANCHISE/MEMBERSHIP FEES	133,792	99,116	34,676	34.99%	133,792	396,463	(262,671)	(66.25%)
TOTAL EXPENSES	1,779,357	2,149,876	(370,519)	(17.23%)	1,779,357	8,599,501	(6,820,144)	(79.31%)
NET GAIN (LOSS) FROM OPERATIONS	583,718	33,987	549,731	1617.47%	583,718	135,948	447,770	329.37%
CAPACITY FEE/ CAPITAL SURCHARGE	524,245	499,823	24,422	4.89%	524,245	1,999,290	(1,475,045)	(73.78%)
CONTRIBUTIONS/ GRANT REVENUE	-	75,940	(75,940)	(100.00%)	-	303,758	(303,758)	(100.00%)
NON-OPERATING REVENUE	48,888	65,884	(16,996)	(25.80%)	48,888	263,537	(214,649)	(81.45%)
CAPITAL IMPROVEMENT PROJECT	176,963	-	176,963	100.00%	176,963	-	176,963	100.00%
DEVELOPER REVENUE	46,023	100,000	(53,977)	(53.98%)	46,023	400,000	(353,977)	(88.49%)
DEVELOPER EXPENSES	50,176	90,000	(39,824)	(44.25%)	50,176	360,000	(309,824)	(86.06%)

MARINA COAST WATER DISTRICT
INCOME STATEMENT
JULY 1, 2019 TO SEPTEMBER 30, 2019
(UNAUDITED)

ORD COMMUNITY SEWER FUND

	CURRENT QUARTER				YEAR-TO-DATE			
	ACTUAL	BUDGET	\$ VARIANCE	% VARIANCE	ACTUAL	BUDGET	\$ VARIANCE	% VARIANCE
REVENUES								
WATER SALES	-	-	-	-	-	-	-	-
SEWER SALES	750,475	740,769	9,706	1.31%	750,475	2,963,074	(2,212,599)	(74.67%)
INTEREST INCOME	7,783	6,271	1,512	24.11%	7,783	25,085	(17,302)	(68.97%)
OTHER REVENUE	11,072	3,450	7,622	220.93%	11,072	13,800	(2,728)	(19.77%)
TOTAL REVENUES	769,330	750,490	18,840	2.51%	769,330	3,001,959	(2,232,629)	(74.37%)
EXPENSES								
ADMINISTRATIVE	123,857	146,827	(22,970)	(15.64%)	123,857	587,308	(463,451)	(78.91%)
OPERATING & MAINTENANCE	135,295	181,511	(46,216)	(25.46%)	135,295	726,042	(590,747)	(81.37%)
LABORATORY	-	-	-	-	-	-	-	-
CONSERVATION	-	-	-	-	-	-	-	-
ENGINEERING	39,421	58,834	(19,413)	(33.00%)	39,421	235,336	(195,915)	(83.25%)
WATER RESOURCES	-	-	-	-	-	-	-	-
INTEREST EXPENSE	1,079	64,256	(63,177)	(98.32%)	1,079	257,024	(255,945)	(99.58%)
FRANCHISE/MEMBERSHIP FEES	48,503	36,972	11,531	31.19%	48,503	147,888	(99,385)	(67.20%)
TOTAL EXPENSES	348,155	488,400	(140,245)	(28.72%)	348,155	1,953,598	(1,605,443)	(82.18%)
NET GAIN (LOSS) FROM OPERATIONS	421,175	262,090	159,085	60.70%	421,175	1,048,361	(627,186)	(59.83%)
CAPACITY FEE/ CAPITAL SURCHARGE	250,705	179,397	71,308	39.75%	250,705	717,588	(466,883)	(65.06%)
CONTRIBUTIONS/ GRANT REVENUE	-	-	-	-	-	-	-	-
NON-OPERATING REVENUE	13,689	18,448	(4,759)	(25.80%)	13,689	73,790	(60,101)	(81.45%)
CAPITAL IMPROVEMENT PROJECT	174,583	-	174,583	100.00%	174,583	-	174,583	100.00%
DEVELOPER REVENUE	30,087	26,250	3,837	14.62%	30,087	105,000	(74,913)	(71.35%)
DEVELOPER EXPENSES	19,475	26,250	(6,775)	(25.81%)	19,475	105,000	(85,525)	(81.45%)

MARINA COAST WATER DISTRICT
SCHEDULE OF INVESTMENTS SUMMARY
JULY 1, 2019 TO SEPTEMBER 30, 2019
(UNAUDITED)

ACCOUNT	ACCT TYPE	YIELD APR	6/30/2019 BALANCE	QUARTERLY ACTIVITIES		9/30/2019 BALANCE
				TRANSACTION TYPE	AMOUNT	
LAIF ACCOUNT		2.45%	12,384,178	INTEREST 07/15/2019 TRANSFERS	51,921 -	12,436,099 12,436,099
SAVINGS ACCOUNT	MM	0.20%	274,309	INTEREST 07/01/19 - 09/30/19 TRANSFERS	141 -	274,450 274,450
CPFCA DEPOSIT ACCOUNT	MM	0.05%	100,494	INTEREST 07/01/19 - 09/30/19	13	100,507
RESTRICTED FUNDS	MM	0.16%	5,214,436	INTEREST 07/01/19 - 09/30/19 TRANSFERS	2,149 -	5,216,585 5,216,585
RUWAP LOC PROCEEDS	CK		4,810	DEPOSITS WITHDRAWALS	- -	4,810 4,810
CHECKING ACCOUNT	CK		2,561,866	QUARTERLY DEPOSITS & CREDITS QUARTERLY CHECKS & DEBITS TRANSFERS	7,551,518 (3,946,876) -	10,113,384 6,166,508 6,166,508

SUMMARY	As of September 30		RESERVES DETAIL (LAIF ACCOUNT)	As of September 30	
	2018	2019		2018	2019
LAIF ACCOUNT	7,647,637	12,436,099	MW GEN OP RESERVE	511,091	970,884
SAVINGS ACCOUNT	972,857	274,450	MW CAPACITY REVENUE FUND	568,098	612,614
CPFCA DEPOSIT ACCOUNT	100,456	100,507	MW CAP REPL RESERVE FUND	1,281,083	1,034,938
RESTRICTED FUNDS	6,327,444	5,216,585	MS GEN OP RESERVE	1,342,268	1,386,299
RUWAP LOC PROCEEDS	4,855	4,810	MS CAPACITY REVENUE FUND	112,604	107,382
CHECKING ACCOUNT	3,583,092	6,166,508	MS CAP REPL RESERVE FUND	1,955	99,045
TOTAL INVESTMENT	18,636,341	24,198,959	OW GEN OP RESERVE	82,218	172,505
			OW CAPITAL/CAPACITY REVENUE FUND	2,769,245	6,929,296
			OW CAP REPL RESERVE FUND	69,713	91,362
			OS GEN OP RESERVE	17,553	146,896
			OS CAPITAL/CAPACITY REVENUE FUND	890,130	884,865
			OS CAP REPL RESERVE FUND	1,680	11
			TOTAL	7,647,638	12,436,099

MARINA COAST WATER DISTRICT
 SCHEDULE OF INVESTMENTS SUMMARY - BOND PROCEEDS
 JULY 1, 2019 TO SEPTEMBER 30, 2019
 (UNAUDITED)

ACCOUNT	ACCT TYPE	YIELD APR	6/30/2019 BALANCE	QUARTERLY ACTIVITIES TRANSACTION TYPE	AMOUNT	9/30/2019 BALANCE
RESERVE FUND 2010 REFUNDING BOND	TFUND	2.10%	852,793	INTEREST 07/01/19 - 09/30/19 FUNDS TRANFER	4,663 -	857,456 857,456

MARINA COAST WATER DISTRICT
SCHEDULE OF DEBT SUMMARY
JULY 1, 2019 TO SEPTEMBER 30, 2019
(UNAUDITED)

PRINCIPAL AMOUNT	FIRST PAYMENT	FINAL PAYMENT	RATE	6/30/2019 BALANCE	QUARTERLY ACTIVITIES TRANSACTION TYPE	AMOUNT	9/30/2019 BALANCE
HCC - BLM INSTALLMENT LOAN							
2,799,880	07/20/2017	01/20/2037	5.750%	2,640,374	PAYMENT - PRINCIPAL	(42,783)	2,597,591
					INTEREST PAYMENT	(75,911)	
2010 REFUNDING BOND - CLOSING DATE 12/23/2010							
8,495,000	06/01/2011	06/01/2020	4.340%	1,735,000	PAYMENT - PRINCIPAL	-	1,735,000
					INTEREST PAYMENT	-	
2015 SERIES A REFUNDING BOND - CLOSING DATE 07/15/2015							
29,840,000	12/01/2015	06/01/2037	3.712%	27,045,000	PAYMENT - PRINCIPAL	-	27,045,000
					INTEREST PAYMENT	-	
BVAA COMPASS RUWAP LOC							
55,000	-	08/01/2020	2.865% *	5,423,325	ADVANCES	-	5,423,325
					PAYMENT - PRINCIPAL	-	5,423,325
					INTEREST PAYMENT	(40,143)	

*Line of Credit interest calculated on a variable basis (65.01% of the 30-Day Monthly LIBOR plus 1.50%). Amount represents interest rate at 09/03/2019.

SUMMARY

HCC - BLM INSTALLMENT LOAN	2,597,591
2010 REFUNDING BOND	1,735,000
2015 REFUNDING BOND SERIES A	27,045,000
BVAA COMPASS RUWAP LOC	5,423,325
TOTAL DEBT	36,800,916

Marina Coast Water District
Agenda Transmittal

Agenda Item: 12-C

Meeting Date: December 16, 2019

Prepared By: Paula Riso

Approved By: Keith Van Der Maaten

Agenda Title: Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of November 18, 2019

Staff Recommendation: The Board of Directors approve the draft minutes of the November 18, 2019 regular joint Board meeting.

Background: *5-Year Strategic Plan, Mission Statement – We Provide high quality water, wastewater collection and conservation services at a reasonable cost, through planning, management and the development of water resources in an environmentally sensitive manner.*

Discussion/Analysis: The draft minutes of November 18, 2019 are provided for the Board to consider approval.

Environmental Review Compliance: None required.

Financial Impact: ___ Yes ___X___ No Funding Source/Recap: None

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

Material Included for Information/Consideration: Draft minutes of November 18, 2019.

Action Required: ___ Resolution ___X___ Motion ___ Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____



Marina Coast Water District

Regular Board Meeting/Groundwater Sustainability Agency Board Meeting
211 Hillcrest Avenue, Marina
November 18, 2019

Draft Minutes

1. Call to Order:

President Moore called the meeting to order at 6:30 p.m. on November 18, 2019 at the Marina Council Chambers, 211 Hillcrest Avenue, Marina, California.

2. Roll Call:

Board Members Present:

Thomas P. Moore – President
Jan Shriner – Vice President
Herbert Cortez – arrived at 6:32 p.m.
Peter Le
Matt Zefferman

Board Members Absent:

None

Staff Members Present:

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

Audience Members:

Andrew Sterbenz, Schaaf & Wheeler
Philip Clark, Seaside Resident, WCC Member
Shawn Storm, Marina Resident
Sarah Babcock, East Garrison Resident
Ashley Quackenbush, Denise Duffy & Associates
Erin Harwayne, Denise Duffy & Associates
Andy Hunter, Whitson Engineers
Paul Tran, CHISPA
Dana Cleary, CHISPA
Jose Cruz, Clark Colony/Monterey Bay Military Housing

3. Public Comment on Closed Session Items:

Mr. Shawn Storm, Marina Resident, commented that he encouraged action on the following conservation opportunities: Pressure reduction valves; submeter housing and apartments that share a common meter; and, Code 3.36 should be updated to include the top 7 structural retrofit programs. He said that the potential savings from this list is over 50 HCF per household and added that the District should look into multiple tier rate structures. Mr. Storm requested the Board look at these items.

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

4. Closed Session:

A. Pursuant to Government Code 54956.9

Conference with Legal Counsel – Existing Litigation

- 1) Marina Coast Water District vs California-American Water Company, Monterey County Water Resources Agency; and, California-American Water Company, Monterey County Water Resources Agency vs Marina Coast Water District, San Francisco Superior Court Case Nos. CGC-15-547125, CGC-15-546632 (Complaint for Damages, Breach of Warranties, etc.)
- 2) Marina Coast Water District v, California Coastal Commission (California-American Water Company, Real Party in Interest), Santa Cruz County Superior Court Case No. 15CV00267, Sixth Appellate District Court of Appeals Case No. H045468
- 3) 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)
- 4) Marina Coast Water District, and Does 1-100 v, County of Monterey, County of Monterey Health Department Environmental Health Bureau, and Does 101-110, Monterey County Superior Court Case No. 18CV000816 (Petition for Writ of Mandate and Complaint for Injunctive Relief)
- 5) Marina Coast Water District, and Does 1-100 v, County of Monterey, Monterey County Board of Supervisors, and Does 101-110 (California-American Water Company, Real Property in Interest), Monterey County Superior Court Case No. 19CV003305 (Petition for Writ of Mandate and Complaint for Injunctive Relief)

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

Conference with Legal Counsel – Anticipated Litigation
Initiation of Litigation – Three Potential Cases

The Board ended closed session at 7:08 p.m.

President Moore reconvened the meeting to open session at 7:09 p.m.

5. Reportable Actions Taken during Closed Session:

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

6. Pledge of Allegiance:

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

7. Oral Communications:

There were no comments.

8. Presentations:

- A. Consider Adoption of Resolution No. 2019-80 in Recognition of Sarah Babcock, Public Member, for her Dedicated Service to the Marina Coast Water District as a Member on the Water Conservation Commission:

Director Zefferman made a motion to adopt Resolution No. 2019-80 recognizing Sarah Babcock for her service to the Marina Coast Water District as a member of the Water Conservation Commission. Director Cortez seconded the motion. The motion was passed by the following vote:

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

President Moore read the narration and presented Ms. Babcock with the Resolution.

- B. Consider Adoption of Resolution No. 2019-81 in Recognition of Shawn Storm, Public Member, for his Dedicated Service to the Marina Coast Water District as a Member on the Water Conservation Commission:

Director Zefferman made a motion to adopt Resolution No. 2019-81 recognizing Shawn Storm for his service to the Marina Coast Water District as a member of the Water Conservation Commission. Vice President Shriner seconded the motion. The motion was passed by the following vote:

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

President Moore read the narration and presented Mr. Storm with the Resolution. President Moore noted that there were now two vacancies on the Commission and encouraged anyone interested in serving on the Commission to fill out an application.

9. Consent Calendar:

Director Zefferman requested to pull item C; Director Le requested to pull item E; and, Vice President Shriner also requested to pull item C, from the Consent Calendar.

Vice President Shriner made a motion to approve the Consent Calendar consisting of: A) Receive the Check Register for the Month of October 2019; B) Receive the Quarterly Financial Statements for April 1, 2019 to June 30, 2019; and D) Approve the Draft Minutes of the Special Joint Board/GSA Meeting of November 4, 2019. President Moore seconded the motion. The motion was passed by the following vote:

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

C. Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of October 21, 2019:

Vice President Shriner noted that on page 9 of the minutes, she thought she “abstained” from the vote. Ms. Paula Riso, Executive Assistant/Clerk to the Board, verified that it should have been an abstention, not a “no” vote. President Moore noted he had seen a minor typo and would let Ms. Riso know what it was later.

Vice President Shriner made a motion to approve the draft minutes of the regular joint Board/GSA meeting of November 16, 2019 with the corrections noted. Director Cortez seconded the motion. The motion was passed by the following vote:

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

E. Receive the Validated 2018 Water Loss Audit Report and Level 1 Validation Document:

Director Le requested that this item be brought back to the Board so they can discuss goals. Mr. Keith Van Der Maaten, General Manager, stated that this item would be brought to the Water Conservation Commission to discuss goals and then it would come before the Board for discussion.

Director Zefferman made a motion to accept the Validated 2018 Water Loss Audit Report. Vice President Shriner seconded the motion. The motion was passed by the following vote:

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

10. Action Items:

- A. Consider Adoption of Resolution No. 2019-82 to Accept the Infrastructure Improvements Installed Under a Water, Sewer, and Recycled Water Infrastructure Agreement between Marina Coast Water District and Junsay Oaks, L.P. for the Junsay Oaks Senior Apartments Development Project:

Mr. Brian True, Senior Engineer, introduced this item noting the easement was recorded at the Monterey County Recorder's Office on November 8th. Director Le asked for clarification on the easements, and if all fees have been paid to the District. Mr. True stated they are current with their fees. Director Le asked that the District collect any remaining fees before the final sign-off. Director Cortez asked who was doing a walk-thru on the final completion. Mr. True answered that the District has an agreement with Harris and Associates, and they will do the walk-thru. Director Le asked if the units were equipped with hot water recirculating systems. Mr. True answered they were.

Director Cortez made a motion to adopt Resolution No. 2019-82 accepting the Infrastructure Improvements installed under a Water, Sewer, and Recycled Water Infrastructure Agreement between Marina Coast Water District and Junsay Oaks, L.P. for the Junsay Oaks Senior Apartments Development Project. Vice President Shriner seconded the motion. The motion was passed by the following vote:

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

- B. Consider Adoption of Resolution No. 2019-83 to Adopt the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Ord Village Lift Station and Force Main Replacement Project:

Mr. Don Wilcox, Senior Engineer, introduced this item. Director Zefferman inquired about environmental impacts and asked if the pipes would be left in place. Mr. Wilcox affirmed the pipes would be left in place. Director Le asked questions on the proposed force main and if it would line up with future developments. He also asked for clarification on the mitigation monitoring and if monitoring would be done after the project was complete. Ms. Ashley Quackenbush, Denise Duffy & Associates, answered that there would be monitoring before, during and after construction on certain things. The Board asked more clarifying questions.

Director Zefferman made a motion to adopt Resolution No. 2019-83 adopting the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Ord Village Lift Station and Force Main Replacement Project. Vice President Shriner seconded the motion. The motion was passed by the following vote:

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

C. Consider Adoption of Resolution No. 2019-84 to Approve a Water, Sewer and Recycled Water Infrastructure Agreement between Marina Coast Water District and Monterey Bay Military Housing, LLC for the Lower Stilwell Neighborhood, Phase 1 Project:

Mr. Wilcox introduced this item and noted that Jose Cruz, Clark Colony/Monterey Bay Military Housing, was present. Director Le commented that according to the District's Developer Account Report, Monterey Bay Military Housing's account is in arrears and asked if the developer would make the account current before starting Phase 2. Mr. Cruz answered that they were discussing this with staff. The Board questioned who proposed the changes to the Infrastructure Agreement and if District Counsel reviewed them. Mr. Wilcox answered that the developer proposed the changes and that District Counsel did indeed review them before moving forward. Discussion followed. Mr. Masuda suggested adding a paragraph that if the existing EDU amount is exceeded, the developer will have to pay additional capacity charges.

Director Zefferman made a motion to adopt Resolution No. 2019-84 approving a Water, Sewer and Recycled Water Infrastructure Agreement between Marina Coast Water District and Monterey Bay Military Housing, LLC for the Lower Stilwell Neighborhood, Phase 1 Project with the language suggested by Legal Counsel and that the outstanding balance be paid before the agreement goes into effect. Vice President Shriner seconded the motion. The motion was passed by the following vote:

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

D. Consider Adoption of Resolution No. 2019-76 to Approve Funding for Director Le to Attend the Association of California Water Agencies (ACWA) Fall Conference in San Diego; and, Consider Appointing a Voting Representative to Vote for ACWA President and Vice President for the 2020-2021 Term:

Director Le removed himself from the dais and left the chambers at 8:14 p.m.

Mr. Van Der Maaten introduced this item. Director Zefferman commented that it was bad practice to go over budget and advised against it. Vice President Shriner stated that there was enough left in the budget to cover attendance at the Monterey conference. Discussion followed regarding available funds in the budget and increasing the budget for next fiscal year.

Vice President Shriner made a motion to deny the request. Director Zefferman seconded the motion. The motion was passed by the following vote:

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

11. Informational Items:

A. General Manager's Report:

Mr. Van Der Maaten informed the Board that the District's Annual Chili Cook-Off was scheduled for November 21st; and the Holiday Pancake Breakfast was scheduled for December 12th.

B. Counsel's Report:

No report was given.

C. Committee and Board Liaison Reports:

1. Water Conservation Commission:

Mr. Breen stated they did not meet due to a lack of quorum and noted the next meeting is scheduled for November 7th.

2. Joint City District Committee:

President Moore noted that they met October 30th, and the next meeting is scheduled for December 11th.

3. Executive Committee:

President Moore noted that they met November 12th and that the next meeting is scheduled for December 10th.

4. Community Outreach Committee:

Director Cortez gave a brief update and noted the next meeting is scheduled for December 10th.

5. Budget and Personnel Committee:

Director Cortez gave a brief update and noted the next meeting is scheduled for December 10th.

6. M1W Board Member:

President Moore gave a brief update and noted the next meeting is scheduled for November 25th.

7. LAFCO Liaison:

No report was given.

8. FORA:

Director Zefferman gave a brief update and noted the next meeting is scheduled for December 13th.

9. WWOC:

Mr. Van Der Maaten noted the next meeting was December 2nd.

10. JPIA Liaison:

No report was given.

11. Special Districts Association Liaison:

President Moore stated the next meeting is scheduled for January 15th.

12. SVGSA Liaison:

Mr. Van Der Maaten commented that there may be an update regarding the 180'/400' aquifer in December.

12. Correspondence:

There were no comments made.

13. Board member Requests for Future Agenda Items:

President Moore noted that the Board members can email in their requests.

14. Director's Comments:

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

President Moore recessed the meeting from 8:43 p.m. to 8:50 p.m.

The Board reentered into closed session at 8:50 p.m. to discuss the following item:

4. Closed Session:

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

President Moore reconvened the meeting to open session at 10:00 p.m.

5. Reportable Actions Taken during Closed Session:

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

16. Adjournment:

The meeting was adjourned at 10:00 p.m.

APPROVED:

, President

ATTEST:

Paula Riso, Deputy Secretary

Marina Coast Water District
Agenda Transmittal

Agenda Item: 12-D

Meeting Date: December 16, 2019

Prepared By: Derek Cray

Approved By: Keith Van Der Maaten

Agenda Title: Consider Adoption of Resolution No. 2019-85 to Approve the Purchase of a New Ford F-550 Dump Truck from National Auto Fleet Group for the Operations and Maintenance Department

Staff Recommendation: The Board of Directors to accept the proposal for a new Ford F-550 Dump Truck in the amount not-to exceed of \$78,296 from National Auto Fleet Group and authorize the General Manager to sign all the necessary documents.

Background: *5-Year Strategic Plan Mission Statement – We provide our customers with high quality water, wastewater collection and conservation services at a reasonable cost, through planning, management and the development of water resources in an environmentally sensitive manner.*

The District operates the water, wastewater and recycle water for Central Marina and the Ord Communities and maintains approximately 162 miles of water main pipe and approximately 143 miles of sewer main pipe within its service area.

Discussion/Analysis: The District Operations and Maintenance Department maintains the District's sewer and water systems. One of the critical components to doing repairs is having a dump truck. The dump truck functions to remove old water and sewer components, dirt, asphalt and concrete. The dump truck is a very important vehicle to the Operations and Maintenance department, and it is used on a regular basis to maintain the District's systems.

The District currently has one (1) 3-4-yard Ford dump truck in its fleet, a 2004 F-450 XL. This truck has reached the end of its useful life and is in need of replacement. Due to the long life of the current dump truck and the harsh environmental elements, the truck is beginning to fail on a more regular basis.

Therefore, a quote under Sourcewell, which meets the District's competitive bidding requirements, was sought out from National Auto Fleet Group out of Watsonville, CA. The new Ford F-550 will have a similar, 3-4-yard dump body design, but with additional safety features such as a backup camera, safety amber beacons, and integrated tarp system. The District has been a member of Sourcewell since 2013 and has purchased equipment previously through this intergovernmental purchasing program.

Environmental Review Compliance: None required.

Financial Impact: X Yes No Funding Source/Recap: Funding will come from the 2019-2020 FY capital equipment budget in which \$65,000 was allocated for a replacement dump truck. The remaining \$13,296 would come from cost savings of the 4 chemical tank replacements approved in the capital equipment budget, which came under budget by approximately \$22,000.

Other Considerations: None

Material Included for Information/Consideration: Resolution No. 2019-85; and, a copy of the Sourcewell Dump Truck proposal, and a copy of the Dump Truck Brochure.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

December 16, 2019

Resolution No. 2019 - 85
Resolution of the Board of Directors
Marina Coast Water District

Approving the Purchase of a New Ford F-550 Dump Truck from National Auto Fleet Group
for the Operations and Maintenance Department

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), regular meeting duly called and held on December 16, 2019, at 211 Hillcrest Avenue, Marina, California.

WHEREAS, Marina Coast Water District (District) operates and maintains the water (CA 2710017) and wastewater system (3SSO 10287) for Central Marina and the Ord Community; and,

WHEREAS, the District’s Operations and Maintenance department operates and maintains 162 miles of water distribution and 143.6 miles of sewer gravity mains; and,

WHEREAS, the Operations and Maintenance department utilizes a 3-4 yard dump truck in its day-to-day operations; and,

WHEREAS, the District’s current 2004 Dump Truck has reached the end of its useful life; and,

WHEREAS, the District has been a member of Sourcewell, a government unit which falls under intergovernmental purchasing of the District’s procurement policy; and,

WHEREAS, the purchase is not through Federal funds; and,

WHEREAS, the District received a proposal from National Auto Fleet Group through Sourcewell for a brand new, to be built on order, Ford F-550 Dump Truck in the amount of \$78,296.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Marina Coast Water District does hereby approve the proposal from National Auto Fleet Group in the amount not-to-exceed of \$78,296 for a new to be built Ford F-550 Dump Truck and authorizes the General Manager to execute all necessary contracts and documents to procure the vehicle.

PASSED AND ADOPTED on December 16, 2019 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 _____

, President

ATTEST:

Keith Van Der Maaten, 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. 2019-85 adopted December 16, 2019.

Keith Van Der Maaten, Secretary

DUMP BODIES



Photos may contain optional equipment - verify your specifications when you order.

3-4 Cubic Yards 11.6 Ft Long 84 CA Standard Specifications

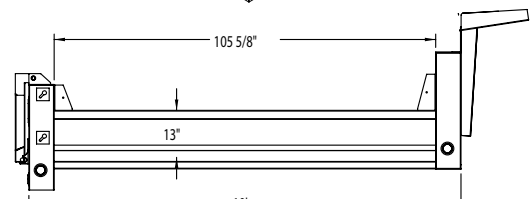
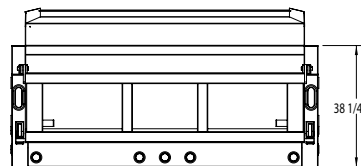
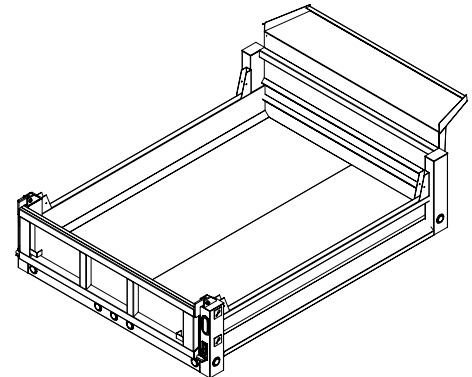
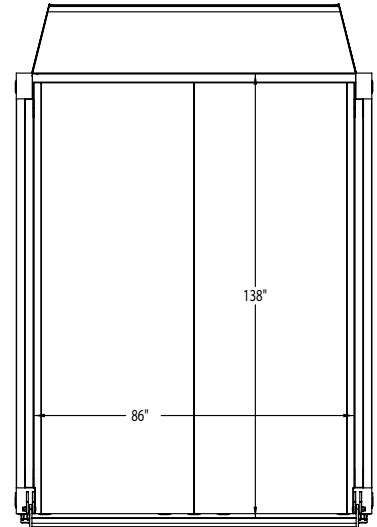
Capacity: Recommended: 14,000 - 19,000 GVW Approx. 2,250 lbs.

Body Dimensions: Traditional rectangular body with cross-members
 11'6" Long x 86" Wide Inside x 13" Sides x 20" Tail Gate x 32" Bulkhead
 DBS 11-6 Dump body with solid sides is standard
 10 Gauge High-Tensile Throughout
 3" Cross Bars on 15" Centers x 5" Channel Longs
 1/4 Size Cab Shield
 Deluxe LED Light Package with Oval Stop and Turn Lights
 Mud flaps and brackets

Color: Black or white

Hoist: Scelzi CS615T-11 (Class 40)
 11.2 ton capacity with 12" overhang, full steel sub-frame
 Power up and power down with LED raised up warning light
 LED body raised warning light, inside cab control
 See pg 33 for more hoist information

Options: Fold Down Sides (DBF 11-6 Option)
 Semi automatic pull tarp, black mesh
 6" x 3/16" spreader apron
 Center ditch gate, sliding type
 3/16" floor in lieu of 10 gauge
 LED lighting



NOTE: 13" DIMENSION IS FROM FLOOR TO TOP OF SIDE RAIL



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

12/03/19

Quote ID 20877 R4

Mr. Derek Cray
Marina Coast Water District
Operations & Maintenance
11 Reservation Rd.
Marina, California, 93933

Dear Mr. Cray,

National Auto Fleet Group is pleased to quote the following vehicles(s) for your consideration. **One (1) New/Unused (2020 Ford Super Duty F-550 DRW (F5G) XL 2WD Reg Cab 169" WB 84" CA, with Scelzi Enterprises Installed Dump Body & Equipment)** delivered to your department yard, each for

	(1) Unit One
Contract Price	\$ 49,895.06
Scelzi Upfit	\$ 21,729.00
Sales Tax (9.25%)	\$ 6,625.22
Tire Fee	\$ 10.50
Total	\$ 78,295.78

-Per your specification:

This vehicles(s) is available under the **Sourcewell (Formerly known as NJPA) 120716-NAF.** Please reference this Contract Number on all Purchase Orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle. Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
National Fleet Manager
Office (855) 289-6572



In order to Finalize your Quote, please submit this purchase packet to your governing body for Purchase Order Approval. Once you issue a Purchase Order please send by:

Fax: (831) 480-8497

**Mail: National Auto Fleet Group
490 Auto Center Drive
Watsonville, CA 95076**

Email: Fleet@nationalautofleetgroup.com

We will then send a W-9 if you need one

**Please contact our main office with any questions:
1-855-289-6572**



Scelzi Enterprises, Inc.
Custom Truck Body Manufacturing

2286 E. Date Street, Fresno, CA 93706, Phone: 800-858-2883
Fax: 559-237-5554 Toll Free: (800) 858-2883

WORK ORDER / ESTIMATE

162646

Page 1 of 3

Customer: NATIONAL AUTO FLEET GROUP
Address: 490 AUTO CENTER DRIVE
WATSONVILLE, CA 95076
United States

Date: 10/17/19
Phone: (855) 289-6572 FAX:
Contact: RANDY A. LESTER
Terms: Net 30/PO#

Make	Year	Model	Vehicle Info	Type	VIN #
	2020	CUSTTRUCK	FORD, F550, REG CAB, WHITE, DIESEL, DRW 84" CA	Customer	TBA

Quantity	Part No / Description	Price
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PAINT BODY WHITE
AFT AXLE FUEL TANK
DEF TANK SET UP WITH FUEL LINE AND BEZEL

*** RE: MARINA COAST WATER DISTRICT ***

1 EA	DUMP 11' 6" LONG X 86" WIDE INSIDE X 13" SIDES X 20" TAIL GATE X 32" BULKHEAD 10 GA. HIGH TENSILE STEEL THROUGHOUT 32" BULKHEAD WITH SINGLE CORRUGATION AND PERFORATED WINDOW 20" DOUBLE ACTING TAILGATE, 3 PANEL 13" TALL FOLD DOWN SIDES 4 FLANGED BOXED TOP RAIL FRONT CORNER POST BEVELED FLOOR CORNER AT FRONT 3" CHANNEL CROSSBARS ON 15" CENTERS 5" CHANNEL LONG SILLS 1/4 SIZE CAB SHIELD MANUALLY OPERATED TAILGATE LOCKS REAR MUD FLAPS LED LIGHT PACKAGE (OVAL AND MARKER LED, OEM INCANDESCENT) 1EA - CENTER MOUNT DITCH GATE 1EA - SCELZI SEMI-AUTOMATIC TARP SYSTEM WITH BLACK MESH TARP 1EA - SCELZI CS615T-11 ELECTRIC OVER-HYDRAULIC UNDERBODY HOIST, CLASS 40 11.2 TON CAPACITY WITH 12" OVERHANG, FULL STEEL SUB-FRAME DOUBLE ACTING, POWER UP/DOWN, WITH LED BODY RAISED WARNING LIGHT, SINGLE BODY PROP, AND IN CAB CONTROL 1EA - CLASS 5 DUMP HITCH WITH CLASS 4 REDUCER INSERT 1EA - TRAILER PLUG 7/4 OEM SOCKET 1EA - BACKUP ALARM ECCO #510 1EA - INSTALL FACTORY BACK UP CAMERA	\$21,135.00/EA
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Scelzi Enterprises, Inc.
Custom Truck Body Manufacturing

2286 E. Date Street, Fresno, CA 93706, Phone: 800-858-2883
Fax: 559-237-5554 Toll Free: (800) 858-2883

WORK ORDER / ESTIMATE

162646

Page 2 of 3

Customer: NATIONAL AUTO FLEET GROUP
Address: 490 AUTO CENTER DRIVE
WATSONVILLE, CA 95076
United States

Date: 10/17/19
Phone: (855) 289-6572 FAX:
Contact: RANDY A. LESTER
Terms: Net 30/PO#

Make	Year	Model	Vehicle Info	Type	VIN #
	2020	CUSTTRUCK	FORD, F550, REG CAB, WHITE, DIESEL, DRW 84" CA	Customer	TBA

Quantity	Part No / Description	Price
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6EA - (2EA) ECCO 9014A MOUNTED TO THE FRONT GRILL, (2EA) ECCO 3510A MOUNTED ON SIDES OF DUMP BODY WITH (2EA) ECCO 3510A MOUNTED ON REAR OF BODY - WIRED TO SINGLE UPFITTER SWITCH IN CAB

1 EA	TOOLBOX 48" X 18" X 18" UNDERBODY FRAME MOUNTED TOOLBOXES (1EA) SIDE @ FRONT	\$2.00/EA
1 EA	HWD FEE HAZARDOUS WASTE DISPOSAL FEE	\$27.00/EA
1 EA	WEIGHT CERTIFICATE WEIGHT CERTIFICATE OF COMPLETED UNIT	\$30.00/EA
1 EA	PDI PRE-DELIVERY INSPECTION OF VEHICLE PER WORK ORDER	\$150.00/EA
1 EA	TRANSPORTATION TRANSPORTATION ONE WAY TO: MARINA COAST WATER DISTRICT 11 RESERVATION DRIVE MARINA, CA 93933	\$385.00/EA



Scelzi Enterprises, Inc.
Custom Truck Body Manufacturing

2286 E. Date Street, Fresno, CA 93706, Phone: 800-858-2883
Fax: 559-237-5554 Toll Free: (800) 858-2883

WORK ORDER / ESTIMATE

162646

Page 3 of 3

Customer: NATIONAL AUTO FLEET GROUP
Address: 490 AUTO CENTER DRIVE
WATSONVILLE, CA 95076
United States

Date: 10/17/19
Phone: (855) 289-6572 FAX:
Contact: RANDY A. LESTER
Terms: Net 30/PO#

Make	Year	Model	Vehicle Info	Type	VIN #
	2020	CUSTRUCK	FORD, F550, REG CAB, WHITE, DIESEL, DRW 84" CA	Customer	TBA

Quantity	Part No / Description	Price
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DISCLAIMERS

- TERMS:** Standard terms are Net 10 Days, any deviations need to be in writing before production
- CHANGES:** Each change after quote is accepted will constitute a \$500.00 fee in addition to the cost of the change
No changes will be made to orders 2 weeks prior to production start date
- DRAWINGS:** Any changes to drawings after acceptance and 2 weeks prior to production start date will constitute a \$500.00 fee or more at \$150.00 per hour
No changes will be made to drawings 2 weeks prior to production start date
- PAINT:** Scelzi Enterprises, Inc. does not guarantee a perfect color match due to inconsistencies in factory paints and procedures

THIS WORK AUTHORIZED BY: _____ DATE: _____

Total: \$21,729.00

Payment in full on completion of job if credit arrangements have not been made in advance.

ESTIMATE PREPARED BY: Uribe, Ruben

The above quotation is submitted according to specifications submitted by customer. Any alterations or changes increasing production costs will be charged for accordingly.

SALESMAN: RUBEN URIBE

Vehicle Configuration Options

ENGINE	
Code	Description
99T	ENGINE: 6.7L 4V OHV POWER STROKE V8 TURBO DIESEL B20, -inc: Diesel Exhaust Fluid (DEF) tank, intelligent oil-life monitor and manual push-button engine-exhaust braking, 240 Amp Alternator, 4.10 Axle Ratio, Dual 78-AH 750 CCA Batteries
TRANSMISSION	
Code	Description
44G	TRANSMISSION: TORQSHIFT 10-SPEED AUTOMATIC, -inc: selectable drive modes: normal, tow/haul, eco and deep sand/snow (STD)
TIRES	
Code	Description
TGM	TIRES: 225/70RX19.5G BSW TRACTION, -inc: 4 traction tires on the rear and 2 A/P tires on the front, Optional spare is 225/70Rx19.5G BSW A/P
PRIMARY PAINT	
Code	Description
Z1	OXFORD WHITE
PAINT SCHEME	
Code	Description
___	STANDARD PAINT
SEAT TYPE	
Code	Description
AS	MEDIUM EARTH GRAY, HD VINYL 40/20/40 SPLIT BENCH SEAT, -inc: center armrest, cupholder, storage and driver's side manual lumbar
AXLE RATIO	
Code	Description
X8L	LIMITED SLIP W/4.88 AXLE RATIO
ADDITIONAL EQUIPMENT	
Code	Description
90L	POWER EQUIPMENT GROUP, -inc: Deletes passenger side lock cylinder, upgraded door-trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, MyKey, owner controls feature, Power Locks, Remote Keyless Entry, Trailer Tow Mirrors w/Power Heated Glass, manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals, Power Front Side Windows, 1-touch up/down driver/passenger window

17F	XL DECOR GROUP, -inc: Chrome Front Bumper
67A	332 AMP ALTERNATORS
98R	OPERATOR COMMANDED REGENERATION (OCR)
52B	TRAILER BRAKE CONTROLLER, -inc: smart trailer tow connector, Verified to be compatible w/electronic actuated drum brakes only
535	HIGH CAPACITY TRAILER TOW PACKAGE, -inc: Trailer brake controller not included, Increases GCW from 32,500 lbs, to 40,000 lbs, axle ratios and model availability, See Supplemental Reference for vehicle height consideration
68M	GVWR: 19,500 LB PAYLOAD PLUS UPGRADE PACKAGE, -inc: upgraded frame, rear-axle and low deflection/high capacity springs, Increases max RGAWR to 14, 706, Note: See Order Guide Supplemental Reference for further details on GVWR
76C	EXTERIOR BACKUP ALARM (PRE-INSTALLED), -inc: Custom accessory
63A	UTILITY LIGHTING SYSTEM, -inc: LED side-mirror spotlights
595	FOG LAMPS
942	DAYTIME RUNNING LAMPS (DRL), -inc: The non-controllable 942 Daytime Running Lamps (DRL) replace the standard Daytime Running Lamps (DRL) on/off cluster controllable
872	REAR VIEW CAMERA & PREP KIT, -inc: loose camera and wiring bundle
43C	110V/400W OUTLET, -inc: 1 in-dash mounted outlet
OPTION PACKAGE	
Code	Description
660A	ORDER CODE 660A

2020 Fleet/Non-Retail Ford Super Duty F-550 DRW XL 2WD Reg Cab 169" WB 84" CA

WINDOW STICKER

2020 Ford Super Duty F-550 DRW XL 2WD Reg Cab 169" WB 84" CA

CODE	MODEL	MSRP
F5G	2020 Ford Super Duty F-550 DRW XL 2WD Reg Cab 169" WB 84" CA	\$40,540.00
OPTIONS		
99T	ENGINE: 6.7L 4V OHV POWER STROKE V8 TURBO DIESEL B20, -inc: Diesel Exhaust Fluid (DEF) tank, intelligent oil-life monitor and manual push-button engine-exhaust braking, 240 Amp Alternator, 4.10 Axle Ratio, Dual 78-AH 750 CCA Batteries	\$9,325.00
44G	TRANSMISSION: TORQSHIFT 10-SPEED AUTOMATIC, -inc: selectable drive modes: normal, tow/haul, eco and deep sand/snow (STD)	\$0.00
TGM	TIRES: 225/70RX19.5G BSW TRACTION, -inc: 4 traction tires on the rear and 2 A/P tires on the front, Optional spare is 225/70Rx19.5G BSW A/P	\$190.00
Z1	OXFORD WHITE	\$0.00
—	STANDARD PAINT	\$0.00
AS	MEDIUM EARTH GRAY, HD VINYL 40/20/40 SPLIT BENCH SEAT, -inc: center armrest, cupholder, storage and driver's side manual lumbar	\$0.00
X8L	LIMITED SLIP W/4.88 AXLE RATIO	\$360.00
90L	POWER EQUIPMENT GROUP, -inc: Deletes passenger side lock cylinder, upgraded door-trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, MyKey, owner controls feature, Power Locks, Remote Keyless Entry, Trailer Tow Mirrors w/Power Heated Glass, manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals, Power Front Side Windows, 1-touch up/down driver/passenger window	\$915.00
17F	XL DECOR GROUP, -inc: Chrome Front Bumper	\$220.00
67A	332 AMP ALTERNATORS	\$0.00
98R	OPERATOR COMMANDED REGENERATION (OCR)	\$250.00
52B	TRAILER BRAKE CONTROLLER, -inc: smart trailer tow connector, Verified to be compatible w/electronic actuated drum brakes only	\$270.00
535	HIGH CAPACITY TRAILER TOW PACKAGE, -inc: Trailer brake controller not included, Increases GCW from 32,500 lbs, to 40,000 lbs, axle ratios and model availability, See Supplemental Reference for vehicle height consideration	\$580.00
68M	GVWR: 19,500 LB PAYLOAD PLUS UPGRADE PACKAGE, -inc: upgraded frame, rear-axle and low deflection/high capacity springs, Increases max RGAWR to 14, 706, Note: See Order Guide Supplemental Reference for further details on GVWR	\$1,155.00
76C	EXTERIOR BACKUP ALARM (PRE-INSTALLED), -inc: Custom accessory	\$140.00
63A	UTILITY LIGHTING SYSTEM, -inc: LED side-mirror spotlights	\$160.00
595	FOG LAMPS	\$130.00
942	DAYTIME RUNNING LAMPS (DRL), -inc: The non-controllable 942 Daytime Running Lamps (DRL) replace the standard Daytime Running Lamps (DRL) on/off cluster controllable	\$45.00
872	REAR VIEW CAMERA & PREP KIT, -inc: loose camera and wiring bundle	\$415.00
43C	110V/400W OUTLET, -inc: 1 in-dash mounted outlet	\$175.00

660A	ORDER CODE 660A	\$0.00
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Please note selected options override standard equipment

SUBTOTAL	\$54,870.00
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Advert/ Adjustments	\$0.00
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Manufacturer Destination Charge	\$1,595.00
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TOTAL PRICE	\$56,465.00
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Est City: N/A MPG

Est Highway: N/A MPG

Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment

MECHANICAL

Engine: 7.3L 2V DEVCT NA PFI V8 Gas
Transmission: TorqShift 10-Speed Automatic -inc: selectable drive modes: normal, tow/haul, eco and deep sand/snow
4.88 Axle Ratio
GVWR: 18,000 lbs Payload Package
50-State Emissions System
Transmission w/Oil Cooler
Rear-Wheel Drive
78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
HD 240 Amp Alternator
Towing Equipment -inc: Trailer Sway Control
Trailer Wiring Harness
11290# Maximum Payload
HD Shock Absorbers
Front And Rear Anti-Roll Bars
Firm Suspension
Hydraulic Power-Assist Steering
40 Gal. Fuel Tank
Single Stainless Steel Exhaust
Dual Rear Wheels
Front Suspension w/Coil Springs
Leaf Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs and Brake Assist
Upfitter Switches

EXTERIOR

Wheels: 19.5" Argent Painted Steel
Tires: 225/70Rx19.5G BSW A/P -inc: Optional spare is 225/70Rx19.5G BSW A/P
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Fender Flares
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Manual Side Mirrors w/Manual Folding
Manual Extendable Trailer Style Mirrors
Fixed Rear Window
Light Tinted Glass

Variable Intermittent Wipers
Aluminum Panels
Front Splash Guards
Black Grille
Front License Plate Bracket
Fully Automatic Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cab Clearance Lights

ENTERTAINMENT

Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
Radio w/Seek-Scan
Fixed Antenna
SYNC Communications & Entertainment System -inc: enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB-C port and steering wheel audio controls

INTERIOR

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
FordPass Connect 4G LTE WiFi Mobile Hotspot Internet Access
Manual Air Conditioning
Illuminated Locking Glove Box
Interior Trim -inc: Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shift Knob
HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
2 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Underhood Lights
Smart Device Remote Engine Start
Instrument Panel Covered Bin and Dashboard Storage
Manual 1st Row Windows
Systems Monitor

Trip Computer
Outside Temp Gauge
Analog Display
Manual Adjustable Front Head Restraints
Air Filtration

SAFETY

Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
Safety Canopy System Curtain 1st Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters

Marina Coast Water District
Agenda Transmittal

Agenda Item: 12-E

Meeting Date: December 16, 2019

Prepared By: Kelly Cadiente

Approved By: Keith Van Der Maaten

Agenda Title: Consider Adoption of Resolution No. 2019-86 to Approve an Amendment to the Jones Hall Legal Services Agreement Increasing the Contract Amount from \$75,000 to \$80,000 for Bond Counsel and Disclosure Counsel Services on the 2019 Enterprise Revenue Certificates of Participation Financing

Staff Recommendation: The Board authorize the District to amend the legal services agreement amount with Jones Hall as bond and disclosure counsel on the 2019 Enterprise Revenue Certificates of Participation issuance from \$75,000 to \$80,000.

Background: *5-Year Strategic Plan, Goal No. 4 – To manage the District’s finances in the most effective and fiscally responsible manner.*

On July 30, 2019, the Board adopted Resolution No. 2019-53 authorized the District to retain Jones Hall as Bond Counsel, Fieldman Rolapp & Associates as Financial Advisor and proceed with a Request for Proposals (RFP) for Underwriting Services for a possible issuance of bonds to finance up to \$23,000,000 in capital projects. The Board then adopted Resolution No. 2019-79 in November 2019 authorizing the delivery and sale of Enterprise Revenue Certificates of Participation (Certificates), Series 2019 in the principal amount not-to-exceed \$23,000,000 to finance water and wastewater system improvements and approving related documents and official actions.

Discussion/Analysis: Included in the related documents for the debt issuance are the Installment Sale Agreement, the Trust Agreement and the Official Statement (Statement). The Preliminary Official Statement is used by the Credit Rating Agency in establishing the credit rating for the debt issuance and is what is used by the Underwriter to market and sell the bonds. The Statement, prepared by bond counsel, disclosure counsel and District staff, includes:

- Financing Plan of the Certificates
- Description and Security of the Certificates
- Description of the District and its Enterprises
- Risk Factors
- Constitutional Limitations
- Litigation
- Continuing Disclosure/Rating/Tax Matters

Due to the District’s multiple litigation matters, there was a large amount of additional work that disclosure counsel had to perform for the financing that Jones Hall did not anticipate when they entered into the legal services agreement with the District. The \$25,000 fee for the firm’s work as disclosure counsel represented their best estimate of 50 hours of work at a rate of \$500 per hour; however, because of the additional work related to the litigation disclosure in the Statement, Jones Hall has spent approximately 80 hours for the disclosure counsel work. The additional work included time spent on conference calls and emails with the District’s special counsel to discuss

December 16, 2019

Resolution No. 2019-86
Resolution of the Board of Directors
Marina Coast Water District

Approve an Amendment to the Jones Hall Legal Services Agreement Increasing the Contract Amount from \$75,000 to \$80,000 for Bond Counsel and Disclosure Counsel Services on the 2019 Enterprise Revenue Certificates of Participation Financing

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on December 16, 2019, at 211 Hillcrest Avenue, Marina, California.

WHEREAS, on July 30, 2019, the Board adopted Resolution No. 2019-53 authorized the District to retain Jones Hall as Bond Counsel, Fieldman Rolapp & Associates as Financial Advisor and proceed with a Request for Proposals (RFP) for Underwriting Services for a possible issuance of bonds to finance up to \$23,000,000 in capital projects; and,

WHEREAS, the Board then adopted Resolution No. 2019-79 in November 2019, authorizing the delivery and sale of Enterprise Revenue Certificates of Participation, Series 2019 in the principal amount not to exceed \$23,000,000 to finance water and wastewater system improvements and approving related documents and official actions; and,

WHEREAS, included in the related documents for the debt issuance is the Official Statement which is used by the Credit Rating Agency in establishing the credit rating for the debt issuance and is what is used by the Underwriter to market and sell the bonds; and,

WHEREAS, due to the District’s multiple litigation matters, there was a large amount of additional work that disclosure counsel had to perform for the financing that Jones Hall did not anticipate when they entered into the legal services agreement with the District which included time spent of conference calls and emails with the District’s special counsels to discuss the litigations, reviewing Court documents and Cal PUC documents, multiple revisions to the disclosure on the litigation based on input from the District’s special counsel, and fielding questions and comments from underwriter and underwriter’s counsel on the litigations; and,

WHEREAS, Jones Hall is therefore requesting an amendment to the legal services agreement for disclosure counsel services to increase the disclosure fee \$5,000 to an amended amount of \$30,000 for a total contract amount of \$80,000.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby approve an amendment to Jones Hall legal services agreement amount from \$75,000 to \$80,000 for Bond Counsel and Disclosure Counsel Services on the 2019 Enterprise Revenue Certificates of Participation Financing.

PASSED AND ADOPTED on December 16, 2019, 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 _____

, President

ATTEST:

Keith Van Der Maaten, 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. 2019-86 adopted December 16, 2019.

Keith Van Der Maaten, Secretary

Marina Coast Water District
Agenda Transmittal

Agenda Item: 12-F

Meeting Date: December 16, 2019

Prepared By: Paula Riso

Approved By: Keith Van Der Maaten

Agenda Title: Approve the Proposed Regular Board/GSA Meeting and Workshop Meeting Schedule for 2020

Staff Recommendation: The Board of Directors is requested to approve the proposed regular Board/GSA meeting and workshop meeting schedule for 2020.

Background: *5-Year Strategic Plan, Mission Statement – We Provide high quality water, wastewater collection and conservation services at a reasonable cost, through planning, management and the development of water resources in an environmentally sensitive manner.*

Discussion/Analysis: In 2017, the Board moved to a one meeting per month schedule with the Board meeting to be held on the third Monday of the month. The first Monday of the month is reserved for special meetings and workshops. Staff is anticipating that in 2020 there will be very few months that would require more than one meeting.

1st Monday of Each Month – Reserved for Workshops/Special Meetings
3rd Monday of Each Month – Board Meetings
6:30 p.m.

January 29, 2020*
February 18, 2020**
March 16, 2020
April 20, 2020
May 18, 2020
June 15, 2020
July 20, 2020
August 17, 2020
September 21, 2020
October 19, 2020
November 16, 2020
December 21, 2020

* Due to MLK Holiday (Jan 20th), SDA Meeting (Jan 21st), Marina City Council Meeting (Jan 22nd), Council Chambers is busy (Jan 23rd) M1W Meeting (Jan 27th), Council Chambers is busy (Jan 28th)

** Monday is a holiday, so the meeting is scheduled for Tuesday

Environmental Review Compliance: None required.

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

Other Considerations: The Board can suggest alternate meeting dates.

Material Included for Information/Consideration: None.

Action Required: _____Resolution X Motion _____Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

Marina Coast Water District
Agenda Transmittal

Agenda Item: 13-A

Meeting Date: December 16, 2019

Prepared By: Don Wilcox
Reviewed By: Michael Wegley

Approved By: Keith Van Der Maaten

Agenda Title: Consider Adoption of Resolution No. 2019-87 to Approve Amendment No. 6 to the Professional Services Agreement with Carollo Engineers for Design of the Regional Urban Water Augmentation Project Distribution Mains Project

Staff Recommendation: Staff recommends that the Board of Directors consider adopting Resolution No. 2019-87:

1. Approving Amendment No. 6 to the Professional Services Agreement with Carollo Engineers to add the total dollar amount of \$32,717 for a not-to-exceed contract amount of \$2,294,395 for additional services necessary to complete plans, specifications and engineers estimate for the Regional Urban Water Augmentation Project (RUWAP) distribution mains; and,
2. Authorize the General Manager to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

Background: *5-Year Strategic Plan Mission Statement – To provide our customers with high quality water, wastewater collection and conservation services at a reasonable cost, through planning, management and the development of water resources in an environmentally sensitive manner.*

On May 11, 2010, the Board awarded Carollo Engineers a contract under Resolution 2010-26 for Final Design and Bidding Services for Recycled Water Pipelines, the Blackhorse Reservoir and On-Call Services for the Regional Urban Water Augmentation Project (RUWAP). The contract was amended by the Board as the various phases of the large RUWAP projects were completed. This amendment includes the following tasks:

1. UCMBEST Property Rights Research - performed initial easement and property access rights research and hired a land surveyor to provide more extensive research, review survey records from the original site tentative maps, and obtain a title report for the property to determine if there are existing easements and/or property access rights for a recycled pipe adjacent to Research Drive.
2. Utility Potholing - utility potholing needed to positively locate critical utility crossings that could have a major impact on the design and construction. During final design, 17 critical utilities locations were identified that needed potholing, requiring 3 extended hour days of potholing. The road agencies required extensive pavement patch and traffic control which added significantly to the cost of the potholing operations.

Discussion and Analysis: Carollo Engineers has provided engineering throughout the planning, design and construction of the RUWAP projects and have provided excellent support since the project's beginning. MCWD staff have reviewed Carollo's scope and schedule for the work described in Amendment 6 and find the fees for the time and materials not-to-exceed amount of

\$32,717 to be reasonable. The amendment with scope of services and cost proposal breakdown is included as Attachment A to the Resolution.

Staff is recommending that the Board adopt Resolution No. 2019-87 to amend the Carollo Engineers Professional Service Agreement as described above.

Environmental Review Compliance: The MCWD Environmental Impact Report establishing Mitigation Monitoring and Environmental Compliance for the RUWAP Projects meets both the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) requirements.

Financial Impact: Yes No Funding Source/Recap: Funding for this project comes from the FORA contribution to RUWAP and the Water Resources Control Board State Revolving Fund loan proceeds.

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

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

Material Included for Information/Consideration: Resolution No. 2019-87, and Attachment A scope of services and cost proposal breakdown.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

December 16, 2019

Resolution No. 2019-87
Resolution of the Board of Directors
Marina Coast Water District
Approving Amendment No. 6 to the Professional Services Agreement
with Carollo Engineers for Regional Urban Water Augmentation Project
Distribution Mains Design and Bidding Services

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on December 16, 2019, at 211 Hillcrest Avenue, Marina, California as follows:

WHEREAS, on May 11, 2010, the District Board of Directors awarded Carollo Engineers a contract under Resolution 2010-26 for Final Design and Bidding Services for Recycled Water Pipelines, the Blackhorse Reservoir and On-Call Services for the Regional Urban Water Augmentation Project (RUWAP); and,

WHEREAS, Carollo Engineers has provided engineering throughout the planning, design and construction of the RUWAP projects and have provided excellent support since the project’s beginning; and,

WHEREAS, the Carollo contract has been amended by the Board as the various phases of the large RUWAP projects have been completed; and,

WHEREAS, additional work is needed for the distribution mains project to verify legal right of entry and to specify utility potholing and re-design as necessary to assure no conflicts and separation requirements are maintained; and,

WHEREAS, Carollo Engineers has submitted a scope and fee estimate proposal for the total not-to-exceed dollar amount of \$32,717 for On-Call Services for the Regional Urban Water Augmentation Project (RUWAP), and staff agrees that the proposal is reasonable; and,

WHEREAS, staff is recommending that the Board amend the Carollo Engineers Professional Service Agreement to cover this additional work.

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

1. Hereby reaffirms and authorizes work on recycled water and recycled water projects; and,
2. Approves the attached Amendment No. 6, to the Professional Services Agreement with Carollo Engineers, P.C., for engineering services during construction of the RUWAP Distribution Mains, for the total dollar amount not-to-exceed \$32,717; and,
3. Authorizes the General Manager to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution; and,

4. All actions heretofore taken by the officers, employees and agents of the District in connection with the matters authorized by this resolution are hereby ratified, approved and confirmed.

PASSED AND ADOPTED on December 16, 2019, 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 _____

, President

ATTEST:

Keith Van Der Maaten, 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. 2019-87 adopted December 16, 2019.

Keith Van Der Maaten, Secretary

ATTACHMENT A

Carollo Engineers
Scope of Work and Fee Estimate
For Amendment 6

November 2, 2019

Carollo Project No. 7568C10

Mr. Don Wilcox, PE
Senior Engineer
Marina Coast Water District
2840 4th Avenue
Marina, CA 93933

Subject: Request for Contract Amendment for Final Design of the RUWAP Distribution Pipelines (City Contract No. 2009-31, Amendment No. 4) to provide MBEST property rights research for existing recycled water facilities and perform utility potholing.

Dear Mr. Wilcox:

Please accept this letter as a request for a contract amendment of \$32,717 for additional services for City Contract No. 2009-31, Amendment No. 4 to research property access rights for existing recycled water facilities in UCMBEST property and perform utility potholing.

UCMBEST Property Rights Research

In 2001 the Monterey Bay Education, Science and Technology (MBEST) Center building was constructed and infrastructure installed for a research and development campus near Injijim Parkway and Reservation Road in Marina. MBEST is owned by the University of California, Santa Cruz. There is no documentation in MCWD or MBEST files that easements or other property access rights were granted to MCWD to operate and maintain the existing recycled water pipelines. The RUWAP distribution pipelines will connect to the existing recycled water pipelines in MBEST property and pressure testing the existing recycled water pipelines is needed before the connection is made and will be performed by the distribution pipeline contractor. At the request of MCWD, Carollo performed initial easement and property access rights research and hired a land surveyor to provide more extensive research, review survey records from the original site tentative maps, and obtain a title report for the property to determine if there are existing easements and/or property access rights.

Perform Utility Potholing

When developing the scope of work and fee estimate we anticipated utility potholing would be needed to positively locate critical utility crossings that could have a major impact on the design and construction. The number of utilities needing to be potholed was unknown prior to commencing design so an estimated 2 days of potholing (approximately 10-12 potholes) was included in the budget estimate for Carollo to hire a contractor to perform utility potholing.

During final design, 17 critical utilities locations were identified that needed potholing, requiring 3 extended hour days of potholing. In addition, during design the City of Marina issued a new roadway repair standard that requires significantly more paving than impacted by the 1 foot by 1

Mr. Don Wilcox, PE
Marina Coast Water District
November 2, 2019
Page 2

foot pothole. Finally, extensive traffic control, beyond a typical traffic control setup, was required by the City of Marina and Monterey County during utility potholing. Carollo obtained a quote for the additional potholing services, coordinated with MCWD the potholing contractor and agencies where potholing was performed, provided original and revised potholing plans, and hired a potholing contractor to perform the addition potholing in a timely manner so results can be incorporated into the design prior to bidding.

Contract Amendment and Budget Amendment

The contract budget has been exhausted and the following presents a summary of the additional budget requested through a contract amendment. A detailed budget request is attached to this letter request.

Task	Budget
UCMBEST Property Rights Research	\$ 5,700
Utility Potholing	\$ 27,017
Total	\$ 32,717

Based upon our work to date, these services are necessary for final design and for the City to implement this critical project.

Please feel free to contact me if you have any comments, questions, or concerns.

Sincerely,
CAROLLO ENGINEERS, INC.



Jonathon P. Marshall
Project Manager

inl: Detailed Budget Request



**Marina Coast Water District - RUWAP Distribution Mains
Request for Contract Amendment for UCMBEST Property Research and Utility Potholing**

Task	Description	Carollo								Sub-Consultants				Other Direct Costs		Totals		
		Principal (QC)	PM / PE	Structural / Electrical	Project Professional	Staff Engineer	CADD Tech	Document Processing	Subtotals		PECE	Survey (Whitson)	Potholing (Badger)	Subtotals	Markup 10%		Misc. Costs and Printing	Travel
									Hours	Budget								
	UCMBEST Property Rights Research	\$285	\$265	\$265	\$245	\$175	\$188	\$118	6	\$ 1,230	\$ 70	\$ 4,000	\$ -	\$ 4,000	\$ 400.00	\$ -	\$ -	\$ 5,700
	Utility Potholing (Original Agreement)								0	\$ -	\$ -		\$ (15,000)	\$ (15,000)	\$(1,500.00)	\$ -	\$ -	\$ (16,500)
	Utility Potholing (Additional Work & Revised Cost)		4			8			12	\$ 2,460	\$ 140		\$37,197.65	\$ 37,198	\$ 3,719.77	\$ -	\$ -	\$ 43,517
	Totals	\$ -	\$1,590	\$ -	\$ -	\$2,100	\$ -	\$ -	18	\$ 3,690	\$ 210	\$ 4,000	\$ 22,198	\$ 26,198	\$ 2,620	\$ -	\$ -	\$ 32,717

ATTACHMENT A

Carollo Engineers
Scope of Work and Fee Estimate
For Amendment 6

November 2, 2019

Carollo Project No. 7568C10

Mr. Don Wilcox, PE
Senior Engineer
Marina Coast Water District
2840 4th Avenue
Marina, CA 93933

Subject: Request for Contract Amendment for Final Design of the RUWAP Distribution Pipelines (City Contract No. 2009-31, Amendment No. 4) to provide MBEST property rights research for existing recycled water facilities and perform utility potholing.

Dear Mr. Wilcox:

Please accept this letter as a request for a contract amendment of \$32,717 for additional services for City Contract No. 2009-31, Amendment No. 4 to research property access rights for existing recycled water facilities in UCMBEST property and perform utility potholing.

UCMBEST Property Rights Research

In 2001 the Monterey Bay Education, Science and Technology (MBEST) Center building was constructed and infrastructure installed for a research and development campus near Injijim Parkway and Reservation Road in Marina. MBEST is owned by the University of California, Santa Cruz. There is no documentation in MCWD or MBEST files that easements or other property access rights were granted to MCWD to operate and maintain the existing recycled water pipelines. The RUWAP distribution pipelines will connect to the existing recycled water pipelines in MBEST property and pressure testing the existing recycled water pipelines is needed before the connection is made and will be performed by the distribution pipeline contractor. At the request of MCWD, Carollo performed initial easement and property access rights research and hired a land surveyor to provide more extensive research, review survey records from the original site tentative maps, and obtain a title report for the property to determine if there are existing easements and/or property access rights.

Perform Utility Potholing

When developing the scope of work and fee estimate we anticipated utility potholing would be needed to positively locate critical utility crossings that could have a major impact on the design and construction. The number of utilities needing to be potholed was unknown prior to commencing design so an estimated 2 days of potholing (approximately 10-12 potholes) was included in the budget estimate for Carollo to hire a contractor to perform utility potholing.

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Mr. Don Wilcox, PE
Marina Coast Water District
November 2, 2019
Page 2

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Contract Amendment and Budget Amendment

The contract budget has been exhausted and the following presents a summary of the additional budget requested through a contract amendment. A detailed budget request is attached to this letter request.

Task	Budget
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Utility Potholing	\$ 27,017
Total	\$ 32,717

Based upon our work to date, these services are necessary for final design and for the City to implement this critical project.

Please feel free to contact me if you have any comments, questions, or concerns.

Sincerely,
CAROLLO ENGINEERS, INC.



Jonathon P. Marshall
Project Manager

inl: Detailed Budget Request



**Marina Coast Water District - RUWAP Distribution Mains
Request for Contract Amendment for UCMBEST Property Research and Utility Potholing**

Task	Description	Carollo								Sub-Consultants				Other Direct Costs		Totals		
		Principal (QC)	PM / PE	Structural / Electrical	Project Professional	Staff Engineer	CADD Tech	Document Processing	Subtotals		PECE	Survey (Whitson)	Potholing (Badger)	Subtotals	Markup 10%		Misc. Costs and Printing	Travel
									Hours	Budget								
	UCMBEST Property Rights Research	\$285	\$265	\$265	\$245	\$175	\$188	\$118	6	\$ 1,230	\$ 70	\$ 4,000	\$ -	\$ 4,000	\$ 400.00	\$ -	\$ -	\$ 5,700
	Utility Potholing (Original Agreement)								0	\$ -	\$ -		\$ (15,000)	\$ (15,000)	\$(1,500.00)	\$ -	\$ -	\$ (16,500)
	Utility Potholing (Additional Work & Revised Cost)		4			8			12	\$ 2,460	\$ 140		\$37,197.65	\$ 37,198	\$ 3,719.77	\$ -	\$ -	\$ 43,517
	Totals	\$ -	\$1,590	\$ -	\$ -	\$2,100	\$ -	\$ -	18	\$ 3,690	\$ 210	\$ 4,000	\$ 22,198	\$ 26,198	\$ 2,620	\$ -	\$ -	\$ 32,717

Marina Coast Water District
Agenda Transmittal

Agenda Item: 13-B

Meeting Date: December 16, 2019

Prepared By: Elise Ramirez
Reviewed by: Michael Wegley

Approved By: Keith Van Der Maaten

Agenda Title: Consider Adoption of Resolution No. 2019-88 to Reject All Bids on the Imjin Lift Station Improvement Project Phase I and Direct Staff to Rebid the Project

Staff Recommendation: The Board of Directors is requested to adopt Resolution No. 2019-88 to:

1. Reject all bids for the Imjin Lift Station Improvement Project Phase I; and,
2. Direct staff to rebid the project.

Background: 5-Year Strategic Plan, Element No. 2 Infrastructure – Our objective is to provide a high quality water distribution system and an efficiently operating wastewater collection system to serve existing and future customers. Through the master planning process, our infrastructure strategy is to carefully maintain our existing systems and ensure future additions and replacements will meet District standards.

On November 26, 2019, District staff conducted a bid opening for the “Imjin Lift Station Improvement Project Phase I” (CIP OS-0205). Portions of the Imjin Lift Station have reached the end of their service life and an increase to the lift station’s capacity is required. The construction project consists of a new 700 gpm pump, discharge pipes, valves, wet well, valve vault, electrical and control equipment, and various site improvements. The two existing pumps will be moved into the new wet well.

Discussion/Analysis: The Imjin Lift Station Improvement Project was identified in 2005 and preliminary design was started; however, the project was not completed. In FY 18-19, the District contracted with GHD, Inc. for the final design of the improvements to the Imjin Lift Station. GHD, Inc. completed the design in the fall of 2019. The construction phase of the Imjin Lift Station Improvement Project was included in the FY 19-20 CIP Budget at \$675,000.00.

An invitation to bidders was advertised in The Monterey County Herald, The Californian, the District’s website, and the Central Coast Builder’s Exchange. A mandatory Pre-Bid Conference was held on October 31, 2019 at the MCWD Fort Ord Office. The Imjin Lift Station Improvement Project Bid Opening was held on November 26, 2019. The District received six bids for this project (tabulated below).

Bidder	Price for OS-0205 Imjin Lift Station	Price for OS-0205 Alternate Items	Total Bid Price
C2 Builders, Inc.	\$837,000.00	\$11,250.00	\$848,250.00
Anderson Pacific	\$934,130.00	\$5,000	\$939,130.00
MPE	\$930,000.00	\$10,000.00	\$940,000.00
GSE	\$941,600.00	\$6,000.00	\$947,600.00
Don Chapin	\$1,103,800.00	\$2,500.00	\$1,106,300.00
Specialty Construction	\$1,306,025.00	\$4,975.00	\$1,311,000.00

Upon further review of the bids received, District staff discovered bid irregularities. In addition, a formal Bid Protest was received (see attached). After consulting with District counsel, staff is recommending rejecting all bids for the Imjin Lift Station Improvement Project and rebidding the project.

Other considerations: None.

Financial Impact: _____Yes X No Funding Source/Recap: Funding for this project comes from the FY 2019-20 Capital Improvements Budget, Project OS-0205, Imjin Lift Station Phase I totaling \$675,000.00. Although the bids all came in over the projected budget, there are sufficient funds in the Ord Sewer Cost Center to fund this project.

Material Included for Information/Consideration: Resolution No. 2019-88; and, Bid Protest Letter.

Action Required: X Resolution _____Motion _____Review
(Roll call vote is required.)

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

December 16, 2019

Resolution No. 2019-88
Resolution of the Board of Directors
Marina Coast Water District

Authorizing the Rejection of All Bids on the Imjin Lift Station Improvement Project

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on December 16, 2019, at 211 Hillcrest Avenue, Marina, California as follows:

WHEREAS, the District Capital Improvement Program includes the Imjin Lift Station Improvement Project (OS-0205), to replace and upgrade portions of the facility which have reached the end of their service life and increase the lift station’s capacity; and,

WHEREAS, the District received a total of six bids for the Imjin Lift Station Improvement Project; and,

WHEREAS, District staff identified bid irregularities for the Imjin Lift Station Improvement Project; and,

WHEREAS, the District received a formal Bid Protest on the Imjin Lift Station Improvement Project; and,

WHEREAS, District staff consulted with District counsel regarding the bid irregularities on the Imjin Lift Station Improvement Project; and,

WHEREAS, staff recommends rejecting all bids for the Imjin Lift Station Improvement Project.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby reject all bids for the Imjin Lift Station Improvement Project Phase I and directs staff to rebid the project.

PASSED AND ADOPTED on December 16, 2019, 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 _____

, President

ATTEST:

Keith Van Der Maaten, 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. 2019-88 adopted December 16, 2019.

Keith Van Der Maaten, Secretary



2 December 2019

Marina Coast Water District
3840 4th Ave.
Marina, CA 93933

Attn: Mr. Mike Wegley
Re: Imjin Lift Station Improvement Project
Bid Protest

Dear Mr. Wegley,

Anderson Pacific Engineering Construction, Inc. (Anderson Pacific) protests the bid of C2 Builders, Inc. for the above referenced project and requests that their bid be rejected as non-responsive. This protest is based on C2 Builder's failure to list a major equipment supplier as required by Marina Coast Water District's Bid Form, specifically Document 00414 – List of Suppliers.

The Motor Control Center equipment supplier was not listed by C2 Builders, Inc., thus the apparent low bidder has gained an unfair advantage by failing to follow the District's contract documents.

This fatal defect cannot be waived by the District. An irregularity in a bid cannot be waived if it affects the bid amount or would give the bidder an unfair advantage. *Valley Crest Landscaping, Inc. v. City Council* (1996) 41 Cal. App. 4th 1432. If the deviation affects the ability to make bid comparisons or gives the bidder a benefit not enjoyed by other bidders, the law will not allow it. *Ghilotti Construction Company v. City of Richmond* (1996) 45 Cal. App. 4th 987. The Court in *Ghilotti* stated:

Deviation in a bid is sufficiently material to destroy its competitive character is whether the variation affects the amount of the bid by giving the bidder an advantage or benefit not enjoyed by the other bidders.

Here, the bidders' failure to list an equipment supplier gives them a distinct advantage over Anderson Pacific. For example, if their bid was substantially low, they could request relief based on the failure to list an equipment supplier (and the related costs). However, if their number was competitive, they could request the defect be waived. Additionally, by not listing a major equipment supplier, they can "shop" for better pricing after the bid deadline. The law does not allow a bidder this option to the disadvantage of the bidder that complied with the contract documents.

The apparent low bidder is clearly non-responsive and their bid must be rejected. Anderson Pacific is the lowest responsive bidder and should be awarded the contract.

Thank you for your consideration of this matter.

Nick Jouras

Nick Jouras
Sr. Estimator

1390 Norman Avenue
Santa Clara, CA 95054
Fax: 408/970-9975
408/970-9900
Lic. No. 245215



2 December 2019

Marina Coast Water District
3840 4th Ave.
Marina, CA 93933

Attn: Mr. Mike Wegley
Re: Imjin Lift Station Improvement Project
Bid Protest

Dear Mr. Wegley,

Anderson Pacific Engineering Construction, Inc. (Anderson Pacific) protests the bid of C2 Builders, Inc. for the above referenced project and requests that their bid be rejected as non-responsive. This protest is based on C2 Builder's failure to list a major equipment supplier as required by Marina Coast Water District's Bid Form, specifically Document 00414 – List of Suppliers.

The Motor Control Center equipment supplier was not listed by C2 Builders, Inc., thus the apparent low bidder has gained an unfair advantage by failing to follow the District's contract documents.

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Here, the bidders' failure to list an equipment supplier gives them a distinct advantage over Anderson Pacific. For example, if their bid was substantially low, they could request relief based on the failure to list an equipment supplier (and the related costs). However, if their number was competitive, they could request the defect be waived. Additionally, by not listing a major equipment supplier, they can "shop" for better pricing after the bid deadline. The law does not allow a bidder this option to the disadvantage of the bidder that complied with the contract documents.

The apparent low bidder is clearly non-responsive and their bid must be rejected. Anderson Pacific is the lowest responsive bidder and should be awarded the contract.

Thank you for your consideration of this matter.

Nick Jouras

Nick Jouras
Sr. Estimator

■ 1390 Norman Avenue
Santa Clara, CA 95054
Fax: 408/970-9975
408/970-9900
Lic. No. 245215



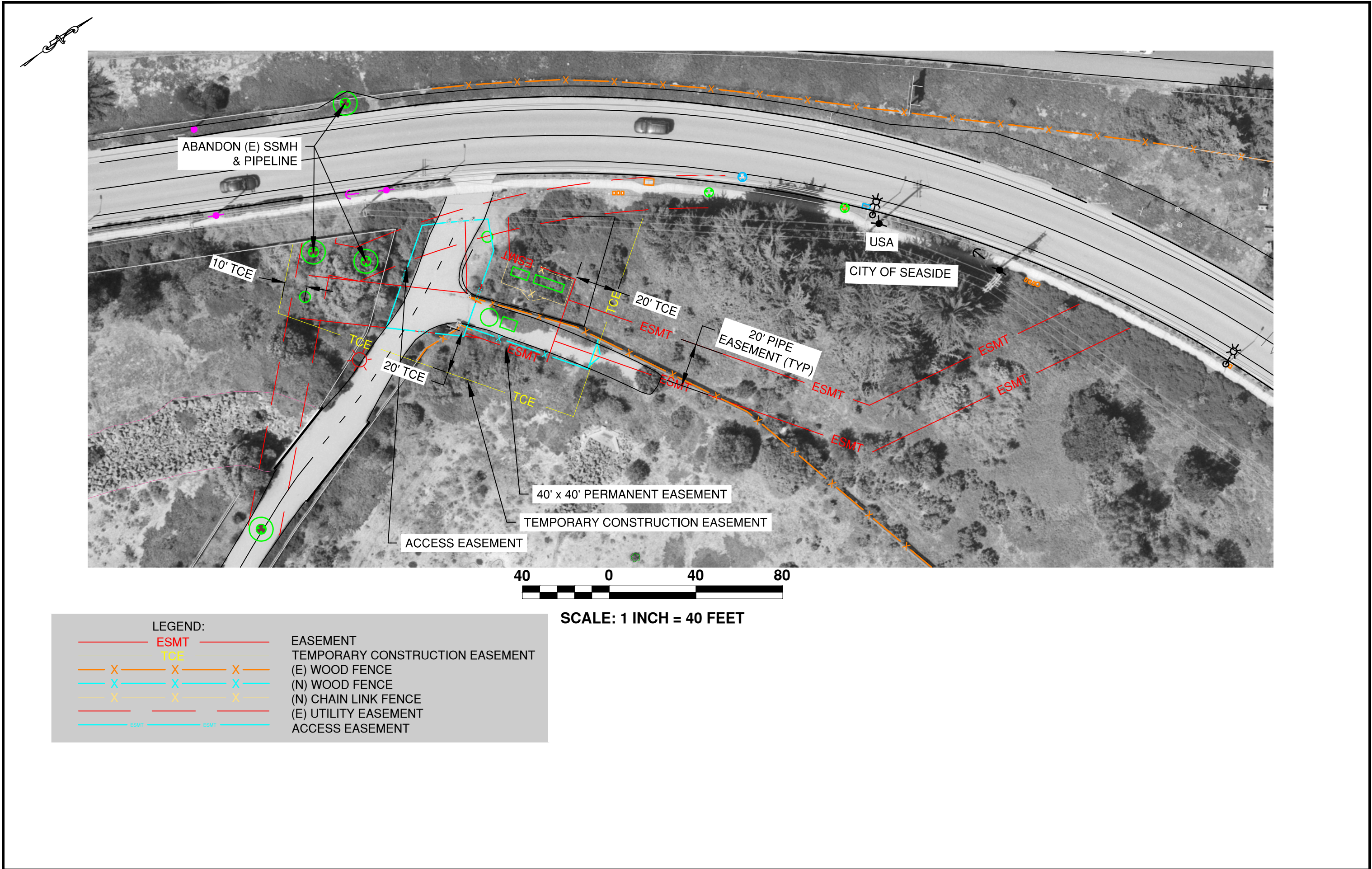
Marina Coast Water District
11 Reservation Road
Marina, CA 93933
mcwd.org

Ord Village Lift Station



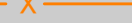
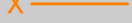
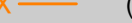


Drawn By:
J.Hollida

Date:
02/06/2019

Figure 1: MCWD ORD VILLAGE SITE PLAN (AERIAL PHOTO)



LEGEND:

	ESMT	EASEMENT
	TCE	TEMPORARY CONSTRUCTION EASEMENT
	X	(E) WOOD FENCE
	X	(N) WOOD FENCE
	X	(N) CHAIN LINK FENCE
		(E) UTILITY EASEMENT
		ACCESS EASEMENT



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.D.

TO: City Council

FROM: Craig Malin, City Manager

BY: Scott Ottmar, Senior Engineer

DATE: December 5, 2019

**SUBJECT: ADOPT A RESOLUTION APPROVING EASEMENTS TO MARINA
COAST WATER DISTRICT**

PURPOSE & RECOMMENDATION

Adopt Resolution approving non-exclusive easements for the use by Marina Coast Water District to construct and operate sanitary sewer facilities adjacent to Monterey Road (APN 031-051-023) and making CEQA findings.

BACKGROUND

The sewer lift station operated by Marina Coast Water District (MCWD) called OVLS is located on the west side of Highway 1 within the Fort Ord Dunes State Park. The OVLS and associated sewer force main have exceeded their useful service life and require replacement. Since the areas served by the OVLS are within the City of Seaside on the east side of Highway 1, MCWD proposes to relocate the OVLS to the east side of Highway 1 adjacent to Monterey Road within an existing lot dedicated to storm water infiltration basins for the Seaside Highlands (see Figure 1, attached). The proposed project will also relocate the existing sewer force main into existing roadways and out of private property, such as the proposed Senior Living parcel. Once the proposed OVLS and force main project is completed, the former OVLS west of Highway 1 will be removed and the site restored to natural habitat.

The proposed force main project is located within the City of Seaside and the Presidio of Monterey Annex (Ord Military Community). As shown in Figure a, the proposed lift station will be located adjacent to Monterey Road within an existing lot dedicated to

storm water infiltration basins, at the point where the existing gravity sewer mains converge and cross Highway 1. MCWD staff has been working with City of Seaside staff to develop the scope for the proposed permanent easements for the lift station and pipelines, as well as a proposed temporary construction easement for the work. The proposed sanitary sewer force main is proposed to go under Monterey Road then turn into the Army housing area.

MCWD is requesting acquisition easements as described in the attached easement agreements to allow the proposed construction of the sewer facilities at the proposed site. MCWD staff met several times with Seaside staff regarding the layout of the easements. Seaside City Council discussed granting of the requested easements to as a closed session item on the Seaside City Council September 19, 2019 agenda.

ENVIRONMENTAL COMPLIANCE:

On November 18, 2019, the Marina Coast Water District (MCWD) adopted the Initial Study/Mitigated Negative Declaration (IS/MND) and Mitigation Monitoring and Reporting Program (MMRP) for the OVLS Project. On November 20, 2019, the MCWD submitted the Notice of Determination (State Clearing House Number 2019099050).

FISCAL IMPACT

There is no fiscal impact to approving the proposed easements.

ATTACHMENTS

1. Reso_Easement MCWD
2. Figure 1, Map of Proposed Easements
3. Access Easement
4. Lift Station Easement
5. Piping Easement
6. Temporary Construction Easement

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 19-

A RESOLUTION OF THE CITY OF SEASIDE TO AUTHORIZE CITY MANAGER TO EXECUTE EASEMENT AGREEMENTS WITH MARINA COAST WATER DISTRICT DEDICATING EASEMENTS ON PUBLIC PROPERTY AT APN 031-051-023

WHEREAS, the City of Seaside is the owner of that certain real property commonly known the storm drain basins at Seaside Highlands in the City of Seaside, situated in the County of Monterey, State of California, currently identified as County of Monterey Assessor's Parcel Number (APN) 031-051-023 (the "Property"); and

WHEREAS, the Marina Coast Water District (MCWD) proposes to relocate an existing sewer lift station to the east side of Highway 1 adjacent to Monterey Road within the Property (the "Project"); and

WHEREAS, the City wishes to convey easements to the MCWD for the purpose of sewer operations and maintenance.

WHEREAS, on November 18, 2019, the Marina Coast Water District (MCWD) adopted the Initial Study/Mitigated Negative Declaration (IS/MND) and Mitigation Monitoring and Reporting Program (MMRP) for the OVLS Project; and

WHEREAS, on November 20, 2019, the MCWD submitted the Notice of Determination (State Clearing House Number 2019099050).

NOW, THEREFORE BE IT RESOLVED that the City of Seaside authorizes the City Manager to execute agreements attached hereto as Exhibits A with Marina Coast Water District dedicating easements at APN 031-051-023.

PASSED AND ADOPTED at a regular meeting of the City of Seaside duly held on the 5th day of December, 2019 by the following vote:

AYES:

NOES:

ABSENT:

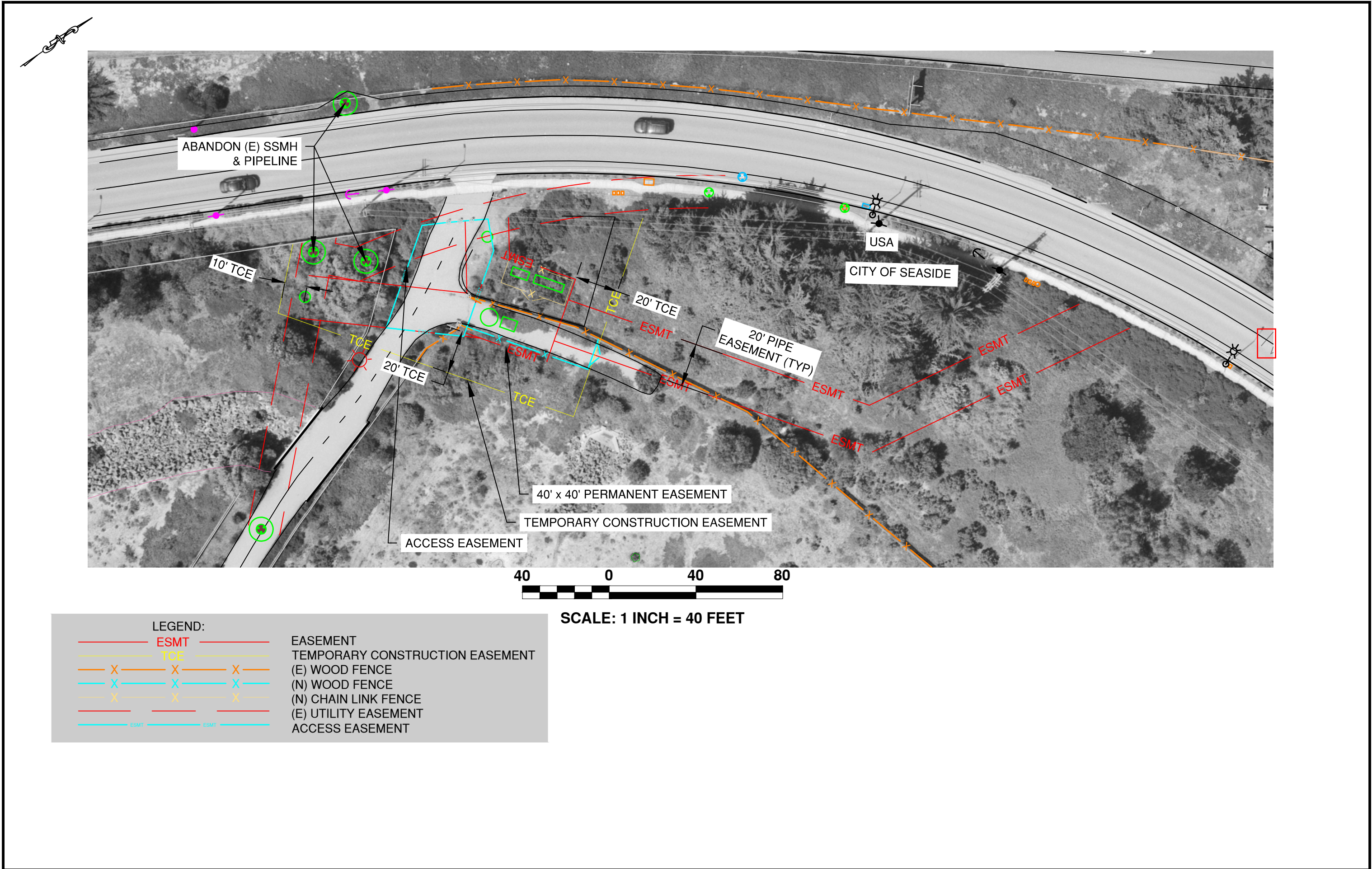
ABSTAIN:

Ian N. Oglesby, Mayor

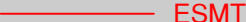

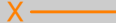
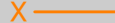
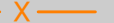


ATTEST:

Lesley Milton-Rerig, City Clerk

Figure 1: MCWD ORD VILLAGE SITE PLAN (AERIAL PHOTO)



LEGEND:

	ESMT	EASEMENT
	TCE	TEMPORARY CONSTRUCTION EASEMENT
	X	(E) WOOD FENCE
	X	(N) WOOD FENCE
	X	(N) CHAIN LINK FENCE
	X	(E) UTILITY EASEMENT
	ESMT	ACCESS EASEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

The undersigned grantor declares:

(Space Above For Recorder's Use)

Documentary Transfer Tax exempt
Pursuant to Section 11932 of the
Revenue and Taxation Code

GRANT OF EASEMENTS

This Grant of Easements, dated this _____ day of _____, 20____, is made by City of Seaside, a California Municipal Corporation, ("**Grantor**") in favor of Marina Coast Water District, a county water district and political subdivision of the State of California ("**Grantee**").

A. Pursuant to Section 2859 of Public Law 104-106, the United States of America ("Government") conveyed to the City of Seaside ("Seaside") the property that is the subject of this Easement ("Property") by Quitclaim Deed ("Government Deed"), reserving to the Government certain exclusions, restrictions, stipulations and covenants, and burdening Seaside with certain obligations, said deed duly recorded on July 25, 2002 in the County of Monterey, Office of the County Recorder, as Document No. 2002068592;

B. Seaside conveyed to K&B Bakewell Seaside Venture, LLC, its interest in the Property by quitclaim deed, reserving to the Government and Seaside certain exclusions, restrictions, stipulations and covenants, and burdening Grantor with certain obligations, said deed duly recorded on July 2, 2002 in the County of Monterey, Office of the County Recorder, as Document No. 2002068594;

C. K&B Bakewell Seaside Venture, LLC, dedicated Parcel B of the Property to Seaside on the map entitled "Tract 1396 – Seaside Highlands Phase 1" filed for record August 22, 2003 in Volume 22 of Cities and Towns at Page 33 in the County of Monterey, Office of the County Recorder;

D. Grantee desires to receive an easement over said land and Grantor has agreed to grant to Grantee such easement as hereinafter set forth.

NOW, THEREFORE, for valuable consideration, Grantor hereby grants and conveys to Grantee, its successors and assigns, a non-exclusive easement for access on, over, and across that Property located in the County of Monterey, State of California, as more particularly described on Exhibit A attached hereto (the "Easement Property").

Grantee hereby agrees that utility structures or improvements shall be constructed in such a manner as to limit the potential visual impacts by incorporating and maintaining

landscaping and other appropriate structures, such as fencing, as may be directed by the Grantor.

Grantor hereby agrees that no permanent structures or improvements shall be built on the Easement Property.

Grantee shall indemnify, defend and hold the Grantor harmless from any and all claims, damage or expense arising out of the actions or omissions of the Grantee, its agents and employees with respect to the installation, operation, maintenance, repair or removal of the Utility described above.

Grantor agrees for itself and its heirs and assigns that the Utility on the Easement Property shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with said Utilities and shall have free access to said Utility and every part thereof, at all times for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said Easement Property, Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical.

In its transfer of the Property to Seaside, the Government provided certain information regarding the environmental condition of the Property. That same information was provided by FORA in its conveyance to Grantor. Pursuant to the Government Deed, Grantor is required to provide to any grantee of an interest in the Property the environmental protection provisions contained in the Government Deed. The Grantor has no knowledge regarding the accuracy or adequacy of such information.

The italicized information below is copied verbatim (except as discussed below) from the FORA deed conveying the Property to the Grantor. The Grantee hereby acknowledges and assumes all responsibilities with regard to the Property placed upon the Grantor under the terms of the aforesaid Government deed to Grantor and Grantor grants to Grantee all benefits with regard to the Property under the terms of the aforesaid Government Deed. Within the italicized information only, the term "Grantor" shall mean the Government, and the term "Grantee" shall mean the City of Seaside; to avoid confusion, the words "the Government" have been added in parenthesis after the word "Grantor", and "Seaside" has been added in parenthesis after the word "Grantee".

III. *EXCLUSIONS AND RESERVATIONS:*

This conveyance is made subject to the following EXCLUSIONS and RESERVATIONS:

A. *All water allocations derived from the Salinas aquifer shall remain with the GRANTOR ("the Government") consistent with the Agreement. With regard to the ultimate disposition of any water and water allocation rights, the GRANTOR ("the Government") shall cooperate with the GRANTEE ("Seaside"), other grantees of former Fort Ord property, the Monterey County Water Resources Agency (MCWRA), the Marina Coast Water District (MCWD), and the Fort Ord Reuse Authority (FORA) in seeking to ensure that GRANTEE ("Seaside") and its successors and assigns, will continue to be provided an equitable supply of the water at the former Ford Ord.*

B. *With regard to the ultimate disposition of any rights or interests the GRANTOR (“the Government”) has in wastewater discharge rights provided by the Monterey Regional Water Pollution Control Agency (MRWPCA), the GRANTOR (“the Government”) shall cooperate with GRANTEE (“Seaside”) in accordance with the Agreement, other grantees of property at Ford Ord, the MRWPCA, the MCWD, and FORA in seeking to ensure that GRANTEE (“Seaside”) and all other Fort Ord grantees will continue to enjoy equitable utilization of the existing sewerage treatment capacity, including existing connections to the Ford Ord sewerage collection system.*

C. *The GRANTOR (“the Government”) retains ownership to all Government-owned main trunk sewer and water utility distribution systems traversing the Property to serve other portions of the former Ft. Ord.*

D. *The GRANTOR (“the Government”) reserves assignable nonexclusive easements and right-of-way, 15 feet in width, in, on, over and across the Property and centered on the existing utility distribution systems owned and retain by GRANTOR (“the Government”) at the time of this conveyance and located on the Property. Said easements and rights-of-way shall be for the purpose of locating, construction, operating, maintaining, altering, repairing and patrolling utility systems together with the right to trim, cut, fell and remove therefrom, consistent with the Installation-Wide Multispecies Habitat Management Plan and applicable law governing protection of endangered species, all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the easements and right-of-way; reserving, however, to GRANTEE (“Seaside”) and its successors and assigns, the right to relocate the main trunk sewer and water utility distribution systems and such easements and rights-of-way at the expense of GRANTEE (“Seaside”) and its successors and assigns; and reserving the right to the GRANTEE (“Seaside”) to use and cross such easements and rights-of-way; however, such rights of GRANTEE (“Seaside”) are subject to existing easements and rights of ways.*

E. *The Property is taken by the GRANTEE (“Seaside”) subject to any and all valid and existing recorded outstanding liens, licenses, leases, easements, and any other encumbrances made for the purpose of roads, streets, utility systems, rights-of-way, pipelines, and/or covenants, exceptions, interests, liens, reservations, and agreements of record.*

F. *The GRANTOR (“the Government”) reserves a perpetual unassignable right to enter the Property for the specific purpose of treating or removing any unexploded shells, mines, bombs, or other such devices deposited or caused by the GRANTOR (“the Government”).*

G. *Access to USA Media Group, LLC, or its successor in interest, TV cable lines is reserved until expiration for its existing franchise agreement, November 19, 2005.*

H. *The reserved rights and easements set forth in this Section are subject to the following terms and conditions:*

1. *to comply with all applicable federal law and lawful existing regulations;*
2. *to allow the occupancy and use by the GRANTEE (“Seaside”) its successors, assigns, permittees, or lessees of any part of the easement areas not actually occupied or required for the purpose of the full and safe utilization thereof by the GRANTOR (“the Government”), so long as such occupancy and use does not compromise the ability of the GRANTOR (“the Government”) to use the easements for their intended purposes, as set forth herein;*
3. *that the easements granted shall be for the specific use described and may not be construed to include the further right to authorize any other use within the easements unless approved in writing by the fee holder of the land subject to the easement;*

4. that any transfer of the easements by assignment, lease, operating agreement, or otherwise must include language that the transferee agrees to comply with and be bound by the terms and conditions of the original grant;

5. that, unless otherwise provided, no reservation or interest granted shall give the GRANTOR ("the Government") any right to remove any material, earth, or stone for consideration or other purpose except as necessary in exercising its rights hereunder; and

6. to restore any easement area so far as it is reasonably possible to do so upon abandonment or release of any easement as provided herein, unless this requirement is waived in writing by the GRANTEE ("Seaside");

I. GRANTOR ("the Government") reserves mineral rights that GRANTOR ("the Government") owns presently or may at a future date be determined to own, below 500 feet below the surface, with the right of surface entry in a manner that does not unreasonably interfere with GRANTEE's ("Seaside") development and quiet enjoyment of the Properties.

IV. TO HAVE AND TO HOLD the Property unto the GRANTEE ("Seaside") and its successors and assigns forever, provided that this Deed is made and accepted upon each of the following notices, covenants, restrictions, and conditions which shall be binding upon and enforceable against the GRANTEE ("Seaside"), its successors and assigns, in perpetuity, as follows:

V. "AS IS, WHERE IS"

The Parcel 1 Hayes Housing Property is conveyed in an "As Is, Where Is" condition without any representation, warranty or guarantee, except as required pursuant to applicable law or as otherwise stated in the Agreement or herein, by the GRANTEE ("Seaside") as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for allowance or deduction upon such grounds will be considered. There is no obligation on the part of the GRANTOR ("the Government") to make any alterations, repairs, or additions, and said GRANTOR ("the Government") shall not be liable for any latent or patent defects in the Property. This section shall not affect the GRANTOR's ("the Government") responsibility under CERCLA or Section VI herein.

VI. FEDERAL FACILITIES AGREEMENT (FFA)

By accepting this Deed, the GRANTEE ("Seaside") acknowledges that the GRANTEE ("Seaside") has read the Federal Facilities Agreement ("FFA"), and recognizes that, should any conflict arise between the terms of the FFA and the terms of this Deed, the FFA will take precedence. Notwithstanding any other provisions of this conveyance, the GRANTOR ("the Government") assumes no liability to the GRANTEE ("Seaside") should implementation of the FFA interfere with the GRANTEE's ("Seaside") use of the Property. GRANTOR ("the Government") shall give GRANTEE ("Seaside") reasonable notice of its actions required by the FFA and GRANTOR ("the Government") shall, consistent with the FFA, and at no additional cost to the GRANTOR ("the Government"), endeavor to minimize the disruption of the GRANTEE's ("Seaside"), its successors' and assigns' use of the Property. The GRANTEE ("Seaside") shall have no claim on account of any such interference against the GRANTOR ("the Government") or any officer, agent, employee, or contractor thereof.

VII. CERCLA COVENANTS, NOTICE, AND ENVIRONMENTAL REMEDIATION

A. Pursuant to Section 120(h)(3) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. Section 9601 et seq. ("CERCLA"), the Finding of Suitability to Transfer ("FOST") documents are attached as Exhibit B to the Deed; an Environmental Baseline Survey ("EBS") is referenced in the FOST and sets forth the existing environmental condition of the Property. The FOST sets forth the basis for the GRANTOR's ("the Government") determination

that the Property is suitable for transfer. The GRANTEE ("Seaside") is hereby made aware of the notifications contained in the EBS and the FOST. The GRANTOR ("the Government") represents that the Property is environmentally suitable for transfer to GRANTEE ("Seaside") for the purposes identified in the Final Fort Ord Base Reuse Plan dated December 12, 1994, as amended on June 13, 1997, as approved by the Fort Ord Reuse Authority. If, after conveyance of the Property to GRANTEE ("Seaside"), there is an actual or threatened release of a hazardous substance on the Property, or in the event that a hazardous substance is discovered on the Property after the date of the conveyance, whether or not such substance was set forth in the technical environmental reports, including the EBS, GRANTEE ("Seaside") or its successor or assigns shall be responsible for such release or newly discovered substance unless such release or such newly discovered substance was due to GRANTOR's ("the Government") activities, ownership, use, presence on, or occupation of the Property, or the activities of GRANTOR's ("the Government") contractors and/or agents. GRANTEE ("Seaside"), its successors and assigns, as consideration for the conveyance, agrees to release GRANTOR ("the Government") from any liability or responsibility for any claims arising out of or in any way predicated on release of any hazardous substance on the Property occurring after the conveyance, where such substance or product was placed on the property by GRANTEE ("Seaside"), or its agents or contractors, after the conveyance.

B. Based on the FOST, the Property has been assigned Department of Defense Environmental Condition Category I (areas where no release or disposal of hazardous substances or petroleum, products has occurred).

C. GRANTOR ("the Government") covenants that any additional remedial action due to the former activity on the Property by the GRANTOR ("the Government") found to be necessary after such date of transfer shall be performed by the United States unless the person or entity to whom the Property is transferred is a potentially responsible party under CERCLA with respect to the Property.

D. GRANTEE ("Seaside") covenants that the GRANTOR ("the Government"), its officers, agents, employees, contractors and subcontractors, in accordance with section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, reserves a right of access to any and all portions of the Property for purposes of environmental investigation, remediation, or other corrective actions found to be necessary after the date of the conveyance of the Property. The GRANTOR ("the Government") and the GRANTEE ("Seaside") agree to cooperate in good faith to minimize any conflict between necessary environmental investigation and remediation activities and GRANTEE's ("Seaside") or any Sublessee's operations. Any inspection, survey, investigation, or other response or remedial action will to the extent practicable, be coordinated with representatives designated by GRANTEE ("Seaside"). Pursuant to this reservation, the GRANTOR ("the Government") and its officers, agents, employees, contractors, subcontractors shall have the right (upon reasonable notice to the GRANTEE ("Seaside") or the then owner and any authorized occupant of the Property) to enter upon the Property, and perform surveys, drillings, test pitting, borings, data and/or record compilation, and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary under applicable authorities, including but not limited to installation of monitoring and extraction wells, and other treatment facility.

E. The GRANTOR ("the Government") covenants that upon completion of any removal or remediation action that removes the risk giving rise to any restriction on future use or any limitation of activities contained in a Deed or lease for the Property or in any other document relating to the Property, the GRANTOR ("the Government"), without any payment of funds by the United States, agrees to cooperate with the GRANTEE ("Seaside"), its successors or assigns, in any application, permit, easement or effort to obtain approval from appropriate Federal, state or local authorities for the purpose of removing any such restriction or limitation, which the GRANTEE ("Seaside"), its successors or assigns, shall seek to remove or eliminate.

F. The GRANTOR ("the Government") recognizes its obligation to hold harmless, defend, and indemnify the GRANTEE ("Seaside") and any successor, assignee, transferee, lender, or lessee of the GRANTEE ("Seaside"), or its successors and assigns, as required by Section 330 of the National

Defense Authorization Act of 1993, as amended (Pub. L. No. 102-484), and to otherwise meet its obligations under Federal law.

VII. NOTICE OF THE PRESENCE OF ASBESTOS

A. The GRANTEE ("Seaside") is hereby informed and does acknowledge that friable and nonfriable asbestos or asbestos-containing material ("ACM") have been found on the Property, as described more fully in the Final EBS, associated Asbestos Survey Reports of the Former Fort Ord and the attached FOST for the Property (Exhibit "B"). To the best of GRANTOR's ("the Government") knowledge, the ACM on the Property does not currently pose a threat to human health or the environment.

B. The GRANTEE ("Seaside") covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos; and that the GRANTOR ("the Government") assumes no liability for future remediation of asbestos or damages for personal injury, illness, disability, or death, to the GRANTEE ("Seaside"), its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property after the date of this Deed, whether the GRANTEE ("Seaside"), its successors or assigns have properly warned or failed to properly warn the individual(s) injured. The GRANTEE ("Seaside") assumes no liability for damages or remediation for personal injury, illness, disability, death or property damage arising from (i) any exposure to asbestos or ACM that resulted prior to the GRANTOR's ("the Government") conveyance of such portion of the Property to the GRANTEE ("Seaside") pursuant to this Deed or any leases entered into between the GRANTOR ("the Government") and GRANTEE ("Seaside"), or (ii) any disposal of asbestos or ACM prior to the GRANTOR's ("the Government") conveyance of the Property to the GRANTEE ("Seaside").

C. The GRANTEE ("Seaside") acknowledges that it has had the opportunity to inspect the Property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The failure of the GRANTEE ("Seaside") to inspect or be fully informed as to the asbestos condition of all or any portion of the Property will not constitute grounds for any claim or demand against the United States.

D. The GRANTEE ("Seaside"), its successors and assigns are hereby informed that unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration ("OSHA") and the EPA regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

E. The GRANTEE ("Seaside") further agrees to indemnify and hold harmless the GRANTOR ("the Government"), its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of or in any manner predicated upon, exposure to asbestos on any portion of the Parcel 1 Hayes Housing Property after this conveyance of the Parcel 1 Hayes Housing Property to the GRANTEE ("Seaside") or any future remediation or abatement of asbestos or the need therefor. The GRANTEE's ("Seaside") obligation hereunder shall apply whenever the United States incurs costs or liabilities for actions giving rise to liability under this section.

IX. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT

A. The GRANTEE ("Seaside") and its successors and assigns are hereby informed and acknowledge that buildings on the Property, constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. GRANTEE ("Seaside"), its successors and assigns are hereby informed that

lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. "Residential Real Property" means dwelling units, common areas, building exterior surfaces, and any surrounding land, including outbuildings, fences and play equipment affixed to the land, available for use by residents but not including land used for agricultural, commercial, industrial, or other non-residential purposes, and not including paint on the pavement of parking lots, garages, or roadways and buildings visited regularly by the same child, six years of age or under, on at least two different days within any week, including day-care centers, preschools and kindergarten classrooms.

B. Available information concerning known lead-based paint and/or lead-based paint hazards, the location of lead-based paint or lead-based paint hazards, and the condition of painted surfaces is contained in the Environmental Baseline Survey and (for residential properties) the lead based paint risk assessment, which have been provided to the GRANTEE ("Seaside"). Additionally, the federally approved pamphlet on lead poisoning prevention and the FOST have been provided to the GRANTEE ("Seaside"). The GRANTEE ("Seaside") hereby acknowledges receipt of all of the information described in this Paragraph.

C. The GRANTEE ("Seaside"), its successors and assigns, covenants and agrees that they shall not permit the occupancy or use of any buildings or structures located on the Property, which were constructed or rehabilitated prior to 1978, as residential property without complying with this Paragraph IX NOTICE OF THE PRESENCE OF LEAD-BASED PAINT and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards.

D. The GRANTEE ("Seaside") covenants that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Property without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of Residential Real Property, if required by law or regulation, the GRANTEE ("Seaside"), its successors and assigns, at its sole expense, will: (i) inspect for the presence of lead-based paint and/or lead-based paint hazards; (ii) abate and eliminate lead-based paint hazards in accordance with all applicable laws and regulations, and (iii) comply with all applicable notice and disclosure requirements under applicable federal and state law. The GRANTEE ("Seaside") agrees to be responsible for all remediation of lead-based paint or lead-based paint hazards found to be necessary on the Property after the conveyance to the GRANTEE ("Seaside").

E. The GRANTOR ("the Government") assumes no liability for remediation or damages for personal injury, illness, disability, or death, to the GRANTEE ("Seaside"), its successors and assigns, sublessees or to any other person, including members of the general public, arising from or incident to lead-based paint located on the Property. The GRANTEE ("Seaside") further agrees to indemnify and hold harmless the GRANTOR ("the Government"), its officers, agents and employees, from and against all suits, claims, demands, or actions, liabilities, judgments, costs and attorneys' fees arising out of or in a manner predicated upon remediation, personal injury, death or property damage resulting from, related to, caused by or arising out of lead-based paint on the Property. The GRANTEE's ("Seaside") obligation hereunder shall apply whenever the United States of America incurs costs or liabilities for actions giving rise to liability under this section. However, the GRANTEE ("Seaside") assumes no liability or obligation to indemnify for (i) remediation or damages for personal injury, illness, disability or death suffered or incurred by the GRANTOR ("the Government"), its officers, agents, and employees or by any other person, including members of the general public, arising from any exposure of any person to lead-based paint on any portion of the Property occurring prior to the date of conveyance of such

portion of the Property to GRANTEE (“Seaside”), or (ii) any failure of the GRANTOR (“the Government”) to comply with any legal requirements applicable to lead-based paint conditions on any portion of the Property prior to the GRANTOR’s (“the Government”) conveyance of such portion of the Property to the GRANTEE (“Seaside”) pursuant to the Agreement, or (iii) any lead-based paint or lead-based paint hazards which were located on the Property at any time prior to the date of the GRANTOR’s (“the Government”) transfer of the applicable portion of the Property but are no longer located thereon at the time of such lease or transfer, or (iv) any disposal, prior to the GRANTOR’s (“the Government”) transfer of the applicable portion of the Property but are no longer located thereon at the time of such lease or transfer, or (iv) any disposal, prior to the GRANTOR’s (“the Government”) transfer of the applicable portion of the Property, of any lead-based paint or material contaminated by lead-based paint.

F. The GRANTEE’s (“Seaside”) obligation hereunder shall apply whenever the United States of America incurs costs or liabilities for actions giving rise to liability under this section.

G. The covenants, restrictions, and requirements of this Paragraph shall be binder upon the GRANTEE (“Seaside”), its successors and assigns, and shall be deemed to run with the land.

X. NOTICE OF THE POTENTIAL FOR THE PRESENCE OF PESTICIDES AND COVENANT

A. The GRANTEE (“Seaside”) is hereby informed that pesticides may be present on the Property, the presence of pesticides does not currently pose a threat to human health or the environment, and the use and application of any pesticide product by the GRANTOR (“the Government”) was in accordance with its intended purpose, and in accordance with CERCLA § 107 (i), which states:

“No person (including the United States or any State or Indian tribe) may recover under the authority of this section for any response costs or damages resulting from the application of a pesticide product registered under the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. 136 et seq.). Nothing in this paragraph shall affect or modify in any way the obligations or liability of any person under any other provision of State or Federal law, including common law, for damages, injury, or loss resulting from a release of any hazardous substance or for removal or remedial action or the costs of removal or remedial action of such hazardous substance.”

B. Pesticides used on the Property are listed in the attached FOST (Exhibit “B”). Upon request, the GRANTOR (“the Government”) agrees to furnish to the GRANTEE (“Seaside”) any and all records in its possession related to the use of the pesticides necessary for the continued compliance by the GRANTEE (“Seaside”) with applicable laws and regulations related to the use of pesticides.

C. The GRANTEE (“Seaside”) covenants and agrees that its continued possession, potential use and continued management of the Property, including any demolition of structures, will be in compliance with all applicable laws relating to hazardous substance/pesticides and hazardous wastes. However, the GRANTEE (“Seaside”) assumes no liability for (i) remediation or damages for personal injury, illness, disability, or death suffered or incurred by the GRANTOR (“the Government”), its officers, agents and employees or any other person, including members of the general public, arising from any exposure of any person to Pesticides on any portion of the Property occurring prior to the date of conveyance of such portion of the Property to the GRANTEE (“Seaside”) or (ii) any failure of GRANTOR (“the Government”) to comply with any legal requirements applicable to Pesticides on any portion of the Property prior to the GRANTOR’s (“the Government”) conveyance of such portion of the Property to the GRANTEE (“Seaside”) pursuant to the Agreement, or (iii) any Pesticides or Pesticide hazards which were located on the Property at any time prior to the dated of the GRANTOR’s (“the Government”) transfer of the applicable portion of the Property but are no longer located thereon at the time of such lease or transfer, or (iv) any disposal prior to the GRANTOR’s (“the Government”) transfer of the applicable portion of the Property, of any Pesticides or materials contaminated by Pesticides.

XI. POLYCHLORINATED BIPHENYLS (“PCBs”)

A. The GRANTEE (“Seaside”) is hereby informed that PCBs may be present in light fixtures ballasts found in buildings on the Property.

B. The GRANTOR (“the Government”) shall assume no liability for remediation or damages for personal injury, illness or disability or death to the GRANTEE (“Seaside”), its successors or assigns, sublessees or to any other person, including members of the general public, arising from or incident to PCBs located on the Property. The GRANTEE (“Seaside”) further agrees to indemnify and hold harmless the GRANTOR (“the Government”), its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys’ fees arising out of or in any manner predicated upon, remediation, personal injury, death or property damage resulting from, related to, caused by or arising out of PCBs on the Property. The GRANTEE’s (“Seaside”) obligation hereunder shall apply whenever the United States incurs costs or liabilities for actions giving rise to liability under this section. However, the GRANTEE (“Seaside”) assumes no liability or obligation to indemnify for (i) remediation or damages for personal injury, illness, disability, or death suffered or incurred by the GRANTOR (“the Government”), its officers, agents and employees or any other person, including members of the general public, arising from any exposure of any person to PCB’s on any portion of the Property occurring prior to the date of conveyance of such portion of the Property to the GRANTEE (“Seaside”) or (ii) any failure of GRANTOR (“the Government”) to comply with any legal requirements applicable to PCBs on any portion of the Property prior to the GRANTOR’s (“the Government”) conveyance of such portion of the Property to the GRANTEE (“Seaside”) pursuant to the Agreement, or (iii) any PCBs or PCB hazards which were located on the Property at any time prior to the dated of the GRANTOR’s (“the Government”) transfer of the applicable portion of the Property but are no longer located thereon at the time of such lease or transfer, or (iv) any disposal prior to the GRANTOR’s (“the Government”) transfer of the applicable portion of the Property, of any PCBs or materials contaminated by PCBs.

C. The GRANTEE (“Seaside”) covenants and agrees that its continued possession, potential use and continued management of the Property, including nay demolition of structures, will be in compliance with all applicable laws relating to hazardous materials/PCBs and hazardous wastes.

XII. ORDNANCE AND EXPLOSIVES (OE)

The former Fort Ord is a former military installation with a history of OE use and, therefore, there is potential for OE to be present on the Property. An archival search conducted during compilation of the Fort Ord Comprehensive Environmental Response Facilitation Act (CERFA) Report found no evidence of OE within the Property. In the event the GRANTEE (“Seaside”), its successors, and assigns, should discover any ordnance on the Property, it shall not attempt to remove or destroy it, but shall immediately notify the local Police Department and the Directorate of Law Enforcement at the Presidio of Monterey and competent GRANTOR (“the Government”) or GRANTOR (“the Government”) designated explosive ordnance personnel will be dispatched promptly to dispose of such ordnance at no expense to the GRANTEE (“Seaside”), whenever OE may be discovered.

XII. ENDANGERED SPECIES

The GRANTEE (“Seaside”), its assigns, or successors shall comply with the requirements, if any and if applicable, of the Installation-Wide Multispecies Habitat Management Plan (“HMP”) for Former Fort Ord, California.

A. The Property is within Habitat Management Plan (HMP) Development Areas. No resource conservation requirements are associated with the HMP for these parcels. However, small pockets of habitat may be preserved within and around the Property.

B. The Biological Opinion identifies sensitive biological resources that may be salvaged for use in restoration activities within reserve areas, and allows for development of the Parcels.

C. *The HMP does not exempt the GRANTEE (“Seaside”) from complying with environmental regulations enforced by federal, state, or local agencies. These regulations could include obtaining the Endangered Species Act (“ESA”) (16 U.S.C. §§ 1531-1544 et seq.) Section 7 or Section 10(a) permits from the U.S. Fish and Wildlife Service (“USFWS”); complying with prohibitions against take of listed animals under ESA Section 9, complying with prohibitions against the removal of listed plants occurring on federal lands or the destruction of listed plants in violation of any state laws; complying with measures for conservation of state-listed threatened and endangered species and other special-status species recognized by California Department of Fish and Game (DFG) under the California ESA, or California Environmental Quality Act (CEQA); and, complying with local land use regulations and restrictions.*

D. *The HMP serves as a management plan for both listed and candidate species, and is a prelisting agreement between the USFWS and the local jurisdiction for candidate species that may need to be listed because of circumstances occurring outside the area covered by the HMP.*

E. *Implementation of the HMP would be considered suitable mitigation for impacts to HMP species within HMP prevalent areas and would facilitate the USFWS procedures to authorize incidental take of these species by participating entities as required under ESA Section 10. No further mitigation will be required to allow development on the Property unless species other than the HMP target species are proposed for listing or are listed.*

F. *The HMP does not authorize incidental take of any species listed as threatened or endangered under the ESA by entities acquiring land at the former Fort Ord. The USFWS has recommended that all nonfederal entities acquiring land at former Fort Ord apply for ESA Section 10(a)(1)(B) incidental take permits for the species covered in the HMP. The definition of “take” under the ESA includes to harass, harm, hunt, shoot, wound, pursue, kill, trap, capture, or collect, or attempt to engage in any such conduct. Although the USFWS will not require further mitigation from entities that are in conformance with the HMP, those entities without incidental take authorization would be in violation of the ESA if any of their actions resulted in the take of a listed animal species. To apply for a Section 10(a)(1)(B) incidental take permit, an entity must submit an application form (Form 3-200), a complete description of the activity sought to be authorized, the common and scientific names of the species sought to be covered by the permit, and a conservation plan (50 CFR 17.22[b]).*

G. *The GRANTEE (“Seaside”) acknowledges that it has signed the HMP dated April 1997, and will cooperate with adjacent property owners in implementing mitigation requirements identified in the HMP for adjacent sensitive habitat areas.*

XIV. AIR NAVIGATION RESERVATION AND RESTRICTIONS

The Monterey Airport and the former Fritzsche Airfield now known as the Marina Municipal Airport are in close proximity of the Property. Accordingly, in coordination with the Federal Aviation Administration, the GRANTEE (“Seaside”), covenants and agrees, on behalf of itself, its successors and assigns and every successor in interest to the Property wherein described, or any part thereof that, when applicable, there will be no construction or alteration unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with Title 14, Code of Federal Regulations, Part 77, entitled, Objects Affecting Navigable Airspace, or under the authority of the Federal Aviation Act of 1968, as amended.

XV. ENFORCEMENT AND NOTICE REQUIREMENT

A. *The provisions of this Deed benefit the governments of the United States of America, the State of California, acting on behalf of the public in general, the local governments, and the lands retained by the GRANTOR (“the Government”) and, therefore, are enforceable, by resort to specific performance or legal process by the United States, the State of California, the local governments, and by*

the GRANTEE (“Seaside”), and its successors and assigns. Enforcement of this Deed shall be at the discretion of the parties entitled to enforcement hereof, and any forbearance, delay or omission to exercise their rights under this Deed in the event of a breach of any term of this Deed, shall not be deemed to be a waiver by any such party of such term or of any subsequent breach of the same or any other terms, or of any of the rights of said parties under this Deed. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. The enforcement rights set forth in this deed against the GRANTEE (“Seaside”), or its successors and assigns, shall only apply with respect to the Property conveyed herein and held by such GRANTEE (“Seaside”), its successors or assigns, and only with respect to matters occurring during the period of time such GRANTEE (“Seaside”), its successors or assigns, owned or occupied such Property or any portion thereof.

B. The GRANTEE (“Seaside”), its successors or assigns, shall neither transfer the Property, nor any portion thereof nor grant any interest, privilege, or license whatsoever in connection with the Property without the inclusion, to the extent applicable to the Property or any portion thereof, of the environmental protection provisions contained in Paragraphs, Exclusions and Reservations, CERCLA Covenants, Notices and Environmental Remediation; Notice of the Presence of Asbestos, Notice of the Presence of Lead-Based Paint; Notice of the Potential for the Presence of Pesticides and Covenant, Polychlorinated Biphenyls (PCBs), Ordnance and Explosives; Endangered Species, Air Navigation Reservation and Restrictions, and Enforcement and Notice Requirement, and shall require the inclusion, to the extent applicable, of such environmental protection provisions in all further deeds, transfers, leases, or grant of any interest, privilege, or license.

C. The obligations imposed in this Paragraph upon the successors or assigns of GRANTEE (“Seaside”) shall only extend to the property conveyed to any such successor or assign.

XVI. NOTICE OF NON-DISCRIMINATION

With respect to activities related to the Property, the GRANTEE (“Seaside”) covenants for itself, its successors and assigns, that the GRANTEE (“Seaside”), and such successors and assigns, shall not discriminate upon the basis of race, color, religion, sex, age, handicap, or national origin in the use, occupancy, sale or lease of the Property, or in their employment practices conducted thereon in violation of the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. Section 2000d); the Age Discrimination Act of 1975 (42 U.S.C. Section 6102); and the Rehabilitation Act of 1973, as amended, (29 U.S.C. Section 794). The GRANTOR (“the Government”) shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed, and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

[SIGNATURE ON IMMEDIATELY FOLLOWING PAGE]

Executed this _____ day of _____, 2019.

GRANTOR:

City of Seaside,
a California Municipal Corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

PLEASE NOTARIZE ALL SIGNATURES

Project: _____

Title Company: _____

Title Report No. _____

CERTIFICATE OF ACCEPTANCE
GOVERNMENT CODE SECTION 27281

This is to certify acceptance of the interests conveyed by the foregoing Grant of Easements from City of Seaside, a California Municipal Corporation, to Marina Coast Water District, a county water district and political subdivision of the State of California ("MCWD") and consent by MCWD to recordation of this Grant of Easements by its duly authorized member, pursuant to the authorization and consent MCWD granted on _____.

Dated this ___ day of _____, 20___, at Marina, California.

MARINA COAST WATER DISTRICT,
a county water district and political subdivision
of the State of California

By: _____
Name: Keith Van Der Maaten
Title: General Manager

ALL PURPOSE ACKNOWLEDGEMENT

State of California)
)
County of Monterey)

On _____, before me, Paula Riso, a Notary Public in and for said State, personally appeared Keith Van Der Maaten, General Manager, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

The undersigned grantor declares:

(Space Above For Recorder's Use)

Documentary Transfer Tax exempt
Pursuant to Section 11932 of the
Revenue and Taxation Code

GRANT OF EASEMENTS

This Grant of Easements, dated this _____ day of _____, 20____, is made by City of Seaside, a California Municipal Corporation, ("**Grantor**") in favor of Marina Coast Water District, a county water district and political subdivision of the State of California ("**Grantee**").

A. Pursuant to Section 2859 of Public Law 104-106, the United States of America ("Government") conveyed to the City of Seaside ("Seaside") the property that is the subject of this Easement ("Property") by Quitclaim Deed ("Government Deed"), reserving to the Government certain exclusions, restrictions, stipulations and covenants, and burdening Seaside with certain obligations, said deed duly recorded on July 25, 2002 in the County of Monterey, Office of the County Recorder, as Document No. 2002068592;

B. Seaside conveyed to K&B Bakewell Seaside Venture, LLC, its interest in the Property by quitclaim deed, reserving to the Government and Seaside certain exclusions, restrictions, stipulations and covenants, and burdening Grantor with certain obligations, said deed duly recorded on July 2, 2002 in the County of Monterey, Office of the County Recorder, as Document No. 2002068594;

C. K&B Bakewell Seaside Venture, LLC, dedicated Parcel B of the Property to Seaside on the map entitled "Tract 1396 – Seaside Highlands Phase 1" filed for record August 22, 2003 in Volume 22 of Cities and Towns at Page 33 in the County of Monterey, Office of the County Recorder;

D. Grantee desires to receive an easement over said land and Grantor has agreed to grant to Grantee such easement as hereinafter set forth.

NOW, THEREFORE, for valuable consideration, Grantor hereby grants and conveys to Grantee, its successors and assigns, a non-exclusive easement for access on, over, and across that Property located in the County of Monterey, State of California, as more particularly described on Exhibit A attached hereto (the "Easement Property").

Grantor hereby agrees that no permanent structures or improvements shall be built on the Easement Property.

Grantee shall indemnify, defend and hold the Grantor harmless from any and all claims, damage or expense arising out of the actions or omissions of the Grantee, its agents and employees with respect to the installation, operation, maintenance, repair or removal of the Utility described above.

Grantor agrees for itself and its heirs and assigns that the Utility on the Easement Property shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with said Utilities and shall have free access to said Utility and every part thereof, at all times for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said Easement Property, Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical.

In its transfer of the Property to Seaside, the Government provided certain information regarding the environmental condition of the Property. That same information was provided by FORA in its conveyance to Grantor. Pursuant to the Government Deed, Grantor is required to provide to any grantee of an interest in the Property the environmental protection provisions contained in the Government Deed. The Grantor has no knowledge regarding the accuracy or adequacy of such information.

The italicized information below is copied verbatim (except as discussed below) from the FORA deed conveying the Property to the Grantor. The Grantee hereby acknowledges and assumes all responsibilities with regard to the Property placed upon the Grantor under the terms of the aforesaid Government deed to Grantor and Grantor grants to Grantee all benefits with regard to the Property under the terms of the aforesaid Government Deed. Within the italicized information only, the term "Grantor" shall mean the Government, and the term "Grantee" shall mean the City of Seaside; to avoid confusion, the words "the Government" have been added in parenthesis after the word "Grantor", and "Seaside" has been added in parenthesis after the word "Grantee".

III. EXCLUSIONS AND RESERVATIONS:

This conveyance is made subject to the following EXCLUSIONS and RESERVATIONS:

A. All water allocations derived from the Salinas aquifer shall remain with the GRANTOR ("the Government") consistent with the Agreement. With regard to the ultimate disposition of any water and water allocation rights, the GRANTOR ("the Government") shall cooperate with the GRANTEE ("Seaside"), other grantees of former Fort Ord property, the Monterey County Water Resources Agency (MCWRA), the Marina Coast Water District (MCWD), and the Fort Ord Reuse Authority (FORA) in seeking to ensure that GRANTEE ("Seaside") and its successors and assigns, will continue to be provided an equitable supply of the water at the former Ford Ord.

B. With regard to the ultimate disposition of any rights or interests the GRANTOR ("the Government") has in wastewater discharge rights provided by the Monterey Regional Water Pollution Control Agency (MRWPCA), the GRANTOR ("the Government") shall cooperate with GRANTEE ("Seaside") in accordance with the Agreement, other grantees of property at Ford Ord, the MRWPCA, the MCWD, and FORA in seeking to ensure that GRANTEE ("Seaside") and all other Fort Ord grantees will continue to enjoy equitable utilization of the existing sewerage treatment capacity, including existing connections to the Ford Ord sewerage collection system.

C. *The GRANTOR (“the Government”) retains ownership to all Government-owned main trunk sewer and water utility distribution systems traversing the Property to serve other portions of the former Ft. Ord.*

D. *The GRANTOR (“the Government”) reserves assignable nonexclusive easements and right-of-way, 15 feet in width, in, on, over and across the Property and centered on the existing utility distribution systems owned and retain by GRANTOR (“the Government”) at the time of this conveyance and located on the Property. Said easements and rights-of-way shall be for the purpose of locating, construction, operating, maintaining, altering, repairing and patrolling utility systems together with the right to trim, cut, fell and remove therefrom, consistent with the Installation-Wide Multispecies Habitat Management Plan and applicable law governing protection of endangered species, all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the easements and right-of-way; reserving, however, to GRANTEE (“Seaside”) and its successors and assigns, the right to relocate the main trunk sewer and water utility distribution systems and such easements and rights-of-way at the expense of GRANTEE (“Seaside”) and its successors and assigns; and reserving the right to the GRANTEE (“Seaside”) to use and cross such easements and rights-of-way; however, such rights of GRANTEE (“Seaside”) are subject to existing easements and rights of ways.*

E. *The Property is taken by the GRANTEE (“Seaside”) subject to any and all valid and existing recorded outstanding liens, licenses, leases, easements, and any other encumbrances made for the purpose of roads, streets, utility systems, rights-of-way, pipelines, and/or covenants, exceptions, interests, liens, reservations, and agreements of record.*

F. *The GRANTOR (“the Government”) reserves a perpetual unassignable right to enter the Property for the specific purpose of treating or removing any unexploded shells, mines, bombs, or other such devices deposited or caused by the GRANTOR (“the Government”).*

G. *Access to USA Media Group, LLC, or its successor in interest, TV cable lines is reserved until expiration for its existing franchise agreement, November 19, 2005.*

H. *The reserved rights and easements set forth in this Section are subject to the following terms and conditions:*

1. *to comply with all applicable federal law and lawful existing regulations;*
2. *to allow the occupancy and use by the GRANTEE (“Seaside”) its successors, assigns, permittees, or lessees of any part of the easement areas not actually occupied or required for the purpose of the full and safe utilization thereof by the GRANTOR (“the Government”), so long as such occupancy and use does not compromise the ability of the GRANTOR (“the Government”) to use the easements for their intended purposes, as set forth herein;*
3. *that the easements granted shall be for the specific use described and may not be construed to include the further right to authorize any other use within the easements unless approved in writing by the fee holder of the land subject to the easement;*
4. *that any transfer of the easements by assignment, lease, operating agreement, or otherwise must include language that the transferee agrees to comply with and be bound by the terms and conditions of the original grant;*
5. *that, unless otherwise provided, no reservation or interest granted shall give the GRANTOR (“the Government”) any right to remove any material, earth, or stone for consideration or other purpose except as necessary in exercising its rights hereunder; and*

6. to restore any easement area so far as it is reasonably possible to do so upon abandonment or release of any easement as provided herein, unless this requirement is waived in writing by the GRANTEE ("Seaside");

I. GRANTOR ("the Government") reserves mineral rights that GRANTOR ("the Government") owns presently or may at a future date be determined to own, below 500 feet below the surface, with the right of surface entry in a manner that does not unreasonably interfere with GRANTEE's ("Seaside") development and quiet enjoyment of the Properties.

IV. TO HAVE AND TO HOLD the Property unto the GRANTEE ("Seaside") and its successors and assigns forever, provided that this Deed is made and accepted upon each of the following notices, covenants, restrictions, and conditions which shall be binding upon and enforceable against the GRANTEE ("Seaside"), its successors and assigns, in perpetuity, as follows:

V. "AS IS, WHERE IS"

The Parcel 1 Hayes Housing Property is conveyed in an "As Is, Where Is" condition without any representation, warranty or guarantee, except as required pursuant to applicable law or as otherwise stated in the Agreement or herein, by the GRANTEE ("Seaside") as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for allowance or deduction upon such grounds will be considered. There is no obligation on the part of the GRANTOR ("the Government") to make any alterations, repairs, or additions, and said GRANTOR ("the Government") shall not be liable for any latent or patent defects in the Property. This section shall not affect the GRANTOR's ("the Government") responsibility under CERCLA or Section VI herein.

VI. FEDERAL FACILITIES AGREEMENT (FFA)

By accepting this Deed, the GRANTEE ("Seaside") acknowledges that the GRANTEE ("Seaside") has read the Federal Facilities Agreement ("FFA"), and recognizes that, should any conflict arise between the terms of the FFA and the terms of this Deed, the FFA will take precedence. Notwithstanding any other provisions of this conveyance, the GRANTOR ("the Government") assumes no liability to the GRANTEE ("Seaside") should implementation of the FFA interfere with the GRANTEE's ("Seaside") use of the Property. GRANTOR ("the Government") shall give GRANTEE ("Seaside") reasonable notice of its actions required by the FFA and GRANTOR ("the Government") shall, consistent with the FFA, and at no additional cost to the GRANTOR ("the Government"), endeavor to minimize the disruption of the GRANTEE's ("Seaside"), its successors' and assigns' use of the Property. The GRANTEE ("Seaside") shall have no claim on account of any such interference against the GRANTOR ("the Government") or any officer, agent, employee, or contractor thereof.

VII. CERCLA COVENANTS, NOTICE, AND ENVIRONMENTAL REMEDIATION

A. Pursuant to Section 120(h)(3) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. Section 9601 et seq. ("CERCLA"), the Finding of Suitability to Transfer ("FOST") documents are attached as Exhibit B to the Deed; an Environmental Baseline Survey ("EBS") is referenced in the FOST and sets forth the existing environmental condition of the Property. The FOST sets forth the basis for the GRANTOR's ("the Government") determination that the Property is suitable for transfer. The GRANTEE ("Seaside") is hereby made aware of the notifications contained in the EBS and the FOST. The GRANTOR ("the Government") represents that the Property is environmentally suitable for transfer to GRANTEE ("Seaside") for the purposes identified in the Final Fort Ord Base Reuse Plan dated December 12, 1994, as amended on June 13, 1997, as approved by the Fort Ord Reuse Authority. If, after conveyance of the Property to GRANTEE ("Seaside"), there is an actual or threatened release of a hazardous substance on the Property, or in the event that a hazardous substance is discovered on the Property after the date of the conveyance, whether or not such substance was set forth in the technical environmental reports, including the EBS, GRANTEE

(“Seaside”) or its successor or assigns shall be responsible for such release or newly discovered substance unless such release or such newly discovered substance was due to GRANTOR’s (“the Government”) activities, ownership, use, presence on, or occupation of the Property, or the activities of GRANTOR’s (“the Government”) contractors and/or agents. GRANTEE (“Seaside”), its successors and assigns, as consideration for the conveyance, agrees to release GRANTOR (“the Government”) from any liability or responsibility for any claims arising out of or in any way predicated on release of any hazardous substance on the Property occurring after the conveyance, where such substance or product was placed on the property by GRANTEE (“Seaside”), or its agents or contractors, after the conveyance.

B. Based on the FOST, the Property has been assigned Department of Defense Environmental Condition Category I (areas where no release or disposal of hazardous substances or petroleum, products has occurred).

C. GRANTOR (“the Government”) covenants that any additional remedial action due to the former activity on the Property by the GRANTOR (“the Government”) found to be necessary after such date of transfer shall be performed by the United States unless the person or entity to whom the Property is transferred is a potentially responsible party under CERCLA with respect to the Property.

D. GRANTEE (“Seaside”) covenants that the GRANTOR (“the Government”), its officers, agents, employees, contractors and subcontractors, in accordance with section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, reserves a right of access to any and all portions of the Property for purposes of environmental investigation, remediation, or other corrective actions found to be necessary after the date of the conveyance of the Property. The GRANTOR (“the Government”) and the GRANTEE (“Seaside”) agree to cooperate in good faith to minimize any conflict between necessary environmental investigation and remediation activities and GRANTEE’s (“Seaside”) or any Sublessee’s operations. Any inspection, survey, investigation, or other response or remedial action will to the extent practicable, be coordinated with representatives designated by GRANTEE (“Seaside”). Pursuant to this reservation, the GRANTOR (“the Government”) and its officers, agents, employees, contractors, subcontractors shall have the right (upon reasonable notice to the GRANTEE (“Seaside”) or the then owner and any authorized occupant of the Property) to enter upon the Property, and perform surveys, drillings, test pitting, borings, data and/or record compilation, and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary under applicable authorities, including but not limited to installation of monitoring and extraction wells, and other treatment facility.

E. The GRANTOR (“the Government”) covenants that upon completion of any removal or remediation action that removes the risk giving rise to any restriction on future use or any limitation of activities contained in a Deed or lease for the Property or in any other document relating to the Property, the GRANTOR (“the Government”), without any payment of funds by the United States, agrees to cooperate with the GRANTEE (“Seaside”), its successors or assigns, in any application, permit, easement or effort to obtain approval from appropriate Federal, state or local authorities for the purpose of removing any such restriction or limitation, which the GRANTEE (“Seaside”), its successors or assigns, shall seek to remove or eliminate.

F. The GRANTOR (“the Government”) recognizes its obligation to hold harmless, defend, and indemnify the GRANTEE (“Seaside”) and any successor, assignee, transferee, lender, or lessee of the GRANTEE (“Seaside”), or its successors and assigns, as required by Section 330 of the National Defense Authorization Act of 1993, as amended (Pub. L. No. 102-484), and to otherwise meet its obligations under Federal law.

VII. NOTICE OF THE PRESENCE OF ASBESTOS

A. The GRANTEE (“Seaside”) is hereby informed and does acknowledge that friable and nonfriable asbestos or asbestos-containing material (“ACM”) have been found on the Property, as described more fully in the Final EBS, associated Asbestos Survey Reports of the Former Fort Ord and

the attached FOST for the Property (Exhibit "B"). To the best of GRANTOR's ("the Government") knowledge, the ACM on the Property does not currently pose a threat to human health or the environment.

B. The GRANTEE ("Seaside") covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos; and that the GRANTOR ("the Government") assumes no liability for future remediation of asbestos or damages for personal injury, illness, disability, or death, to the GRANTEE ("Seaside"), its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property after the date of this Deed, whether the GRANTEE ("Seaside"), its successors or assigns have properly warned or failed to properly warn the individual(s) injured. The GRANTEE ("Seaside") assumes no liability for damages or remediation for personal injury, illness, disability, death or property damage arising from (i) any exposure to asbestos or ACM that resulted prior to the GRANTOR's ("the Government") conveyance of such portion of the Property to the GRANTEE ("Seaside") pursuant to this Deed or any leases entered into between the GRANTOR ("the Government") and GRANTEE ("Seaside"), or (ii) any disposal of asbestos or ACM prior to the GRANTOR's ("the Government") conveyance of the Property to the GRANTEE ("Seaside").

C. The GRANTEE ("Seaside") acknowledges that it has had the opportunity to inspect the Property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The failure of the GRANTEE ("Seaside") to inspect or be fully informed as to the asbestos condition of all or any portion of the Property will not constitute grounds for any claim or demand against the United States.

D. The GRANTEE ("Seaside"), its successors and assigns are hereby informed that unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration ("OSHA") and the EPA regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

E. The GRANTEE ("Seaside") further agrees to indemnify and hold harmless the GRANTOR ("the Government"), its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of or in any manner predicated upon, exposure to asbestos on any portion of the Parcel 1 Hayes Housing Property after this conveyance of the Parcel 1 Hayes Housing Property to the GRANTEE ("Seaside") or any future remediation or abatement of asbestos or the need therefor. The GRANTEE's ("Seaside") obligation hereunder shall apply whenever the United States incurs costs or liabilities for actions giving rise to liability under this section.

IX. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT

A. The GRANTEE ("Seaside") and its successors and assigns are hereby informed and acknowledge that buildings on the Property, constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. GRANTEE ("Seaside"), its successors and assigns are hereby informed that lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any

known lead-based paint hazards. "Residential Real Property" means dwelling units, common areas, building exterior surfaces, and any surrounding land, including outbuildings, fences and play equipment affixed to the land, available for use by residents but not including land used for agricultural, commercial, industrial, or other non-residential purposes, and not including paint on the pavement of parking lots, garages, or roadways and buildings visited regularly by the same child, six years of age or under, on at least two difference days within any week, including day-care centers, preschools and kindergarten classrooms.

B. Available information concerning known lead-based paint and/or lead-based paint hazards, the location of lead-based paint or lead-based paint hazards, and the condition of painted surfaces is contained in the Environmental Baseline Survey and (for residential properties) the lead based paint risk assessment, which have been provided to the GRANTEE ("Seaside"). Additionally, the federally approved pamphlet on lead poisoning prevention and the FOST have been provided t the GRANTEE ("Seaside"). The GRANTEE ("Seaside") hereby acknowledges receipt of all of the information described in this Paragraph.

C. The GRANTEE ("Seaside"), its successors and assigns, covenants and agrees that they shall not permit the occupancy or use of any buildings or structures located on the Property, which were constructed or rehabilitated prior to 1978, as residential property without complying with this Paragraph IX NOTICE OF THE PRESENCE OF LEAD-BASED PAINT and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards.

D. The GRANTEE ("Seaside") covenants that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Property without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of Residential Real Property, if required by law or regulation, the GRANTEE ("Seaside"), its successors and assigns, at its sole expense, will: (i) inspect for the presence of lead-based paint and/or lead-based paint hazards; (ii) abate and eliminate lead-based paint hazards in accordance with all applicable laws and regulations, and (iii) comply with all applicable notice and disclosure requirements under applicable federal and state law. The GRANTEE ("Seaside") agrees to be responsible for all remediation of lead-based paint or lead-based paint hazards found to be necessary on the Property after the conveyance to the GRANTEE ("Seaside").

E. The GRANTOR ("the Government") assumes no liability for remediation or damages for personal injury, illness, disability, or death, to the GRANTEE ("Seaside"), its successors and assigns, sublessees or to any other person, including members of the general public, arising from or incident to lead-based paint located on the Property. The GRANTEE ("Seaside") further agrees to indemnify and hold harmless the GRANTOR ("the Government"), its officers, agents and employees, from and against all suits, claims, demands, or actions, liabilities, judgments, costs and attorneys' fees arising out of or in a manner predicated upon remediation, personal injury, death or property damage resulting from, related to, caused by or arising out of lead-based paint on the Property. The GRANTEE's ("Seaside") obligation hereunder shall apply whenever the United States of America incurs costs or liabilities for actions giving rise to liability under this section. However, the GRANTEE ("Seaside") assumes no liability or obligation to indemnify for (i) remediation or damages for personal injury, illness, disability or death suffered or incurred by the GRANTOR ("the Government"), its officers, agents, and employees or by any other person, including members of the general public, arising form any exposure of any person to lead-based paint on any portion of the Property occurring prior to the date of conveyance of such portion of the Property to GRANTEE ("Seaside"), or (ii) any failure of the GRANTOR ("the Government") to comply with any legal requirements applicable to lead-based paint conditions on any portion of the Property prior to the GRANTOR's ("the Government") conveyance of such portion of the Property to the GRANTEE ("Seaside") pursuant to the Agreement, or (iii) any lead-based paint or lead-based paint hazards which were located on the Property at any time prior to the date of the GRANTOR's ("the Government") transfer of the applicable portion of the Property but are no longer located thereon at the time of such lease or transfer, or (iv) any disposal, prior to the GRANTOR's ("the Government") transfer of the applicable portion of the Property but are no longer located thereon at the time of such

lease or transfer, or (iv) any disposal, prior to the GRANTOR's ("the Government") transfer of the applicable portion of the Property, of any lead-based paint or material contaminated by lead-based paint.

F. The GRANTEE's ("Seaside") obligation hereunder shall apply whenever the United States of America incurs costs or liabilities for actions giving rise to liability under this section.

G. The covenants, restrictions, and requirements of this Paragraph shall be binder upon the GRANTEE ("Seaside"), its successors and assigns, and shall be deemed to run with the land.

X. NOTICE OF THE POTENTIAL FOR THE PRESENCE OF PESTICIDES AND COVENANT

A. The GRANTEE ("Seaside") is hereby informed that pesticides may be present on the Property, the presence of pesticides does not currently pose a threat to human health or the environment, and the use and application of any pesticide product by the GRANTOR ("the Government") was in accordance with its intended purpose, and in accordance with CERCLA § 107 (i), which states:

"No person (including the United States or any State or Indian tribe) may recover under the authority of this section for any response costs or damages resulting from the application of a pesticide product registered under the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. 136 et seq.). Nothing in this paragraph shall affect or modify in any way the obligations or liability of any person under any other provision of State or Federal law, including common law, for damages, injury, or loss resulting from a release of any hazardous substance or for removal or remedial action or the costs of removal or remedial action of such hazardous substance."

B. Pesticides used on the Property are listed in the attached FOST (Exhibit "B"). Upon request, the GRANTOR ("the Government") agrees to furnish to the GRANTEE ("Seaside") any and all records in its possession related to the use of the pesticides necessary for the continued compliance by the GRANTEE ("Seaside") with applicable laws and regulations related to the use of pesticides.

C. The GRANTEE ("Seaside") covenants and agrees that its continued possession, potential use and continued management of the Property, including any demolition of structures, will be in compliance with all applicable laws relating to hazardous substance/pesticides and hazardous wastes. However, the GRANTEE ("Seaside") assumes no liability for (i) remediation or damages for personal injury, illness, disability, or death suffered or incurred by the GRANTOR ("the Government"), its officers, agents and employees or any other person, including members of the general public, arising from any exposure of any person to Pesticides on any portion of the Property occurring prior to the date of conveyance of such portion of the Property to the GRANTEE ("Seaside") or (ii) any failure of GRANTOR ("the Government") to comply with any legal requirements applicable to Pesticides on any portion of the Property prior to the GRANTOR's ("the Government") conveyance of such portion of the Property to the GRANTEE ("Seaside") pursuant to the Agreement, or (iii) any Pesticides or Pesticide hazards which were located on the Property at any time prior to the dated of the GRANTOR's ("the Government") transfer of the applicable portion of the Property but are no longer located thereon at the time of such lease or transfer, or (iv) any disposal prior to the GRANTOR's ("the Government") transfer of the applicable portion of the Property, of any Pesticides or materials contaminated by Pesticides.

XI. POLYCHLORINATED BIPHENYLS ("PCBs")

A. The GRANTEE ("Seaside") is hereby informed that PCBs may be present in light fixtures ballasts found in buildings on the Property.

B. The GRANTOR ("the Government") shall assume no liability for remediation or damages for personal injury, illness or disability or death to the GRANTEE ("Seaside"), its successors or assigns, sublessees or to any other person, including members of the general public, arising from or incident to PCBs located on the Property. The GRANTEE ("Seaside") further agrees to indemnify and

hold harmless the GRANTOR (“the Government”), its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys’ fees arising out of or in any manner predicated upon, remediation, personal injury, death or property damage resulting from, related to, caused by or arising out of PCBs on the Property. The GRANTEE’s (“Seaside”) obligation hereunder shall apply whenever the United States incurs costs or liabilities for actions giving rise to liability under this section. However, the GRANTEE (“Seaside”) assumes no liability or obligation to indemnify for (i) remediation or damages for personal injury, illness, disability, or death suffered or incurred by the GRANTOR (“the Government”), its officers, agents and employees or any other person, including members of the general public, arising from any exposure of any person to PCB’s on any portion of the Property occurring prior to the date of conveyance of such portion of the Property to the GRANTEE (“Seaside”) or (ii) any failure of GRANTOR (“the Government”) to comply with any legal requirements applicable to PCBs on any portion of the Property prior to the GRANTOR’s (“the Government”) conveyance of such portion of the Property to the GRANTEE (“Seaside”) pursuant to the Agreement, or (iii) any PCBs or PCB hazards which were located on the Property at any time prior to the dated of the GRANTOR’s (“the Government”) transfer of the applicable portion of the Property but are no longer located thereon at the time of such lease or transfer, or (iv) any disposal prior to the GRANTOR’s (“the Government”) transfer of the applicable portion of the Property, of any PCBs or materials contaminated by PCBs.

C. The GRANTEE (“Seaside”) covenants and agrees that its continued possession, potential use and continued management of the Property, including nay demolition of structures, will be in compliance with all applicable laws relating to hazardous materials/PCBs and hazardous wastes.

XII. ORDNANCE AND EXPLOSIVES (OE)

The former Fort Ord is a former military installation with a history of OE use and, therefore, there is potential for OE to be present on the Property. An archival search conducted during compilation of the Fort Ord Comprehensive Environmental Response Facilitation Act (CERFA) Report found no evidence of OE within the Property. In the event the GRANTEE (“Seaside”), its successors, and assigns, should discover any ordnance on the Property, it shall not attempt to remove or destroy it, but shall immediately notify the local Police Department and the Directorate of Law Enforcement at the Presidio of Monterey and competent GRANTOR (“the Government”) or GRANTOR (“the Government”) designated explosive ordnance personnel will be dispatched promptly to dispose of such ordnance at no expense to the GRANTEE (“Seaside”), whenever OE may be discovered.

XII. ENDANGERED SPECIES

The GRANTEE (“Seaside”), its assigns, or successors shall comply with the requirements, if any and if applicable, of the Installation-Wide Multispecies Habitat Management Plan (“HMP”) for Former Fort Ord, California.

A. The Property is within Habitat Management Plan (HMP) Development Areas. No resource conservation requirements are associated with the HMP for these parcels. However, small pockets of habitat may be preserved within and around the Property.

B. The Biological Opinion identifies sensitive biological resources that may be salvaged for use in restoration activities within reserve areas, and allows for development of the Parcels.

C. The HMP does not exempt the GRANTEE (“Seaside”) from complying with environmental regulations enforced by federal, state, or local agencies. These regulations could include obtaining the Endangered Species Act (“ESA”) (16 U.S.C. §§ 1531-1544 et seq.) Section 7 or Section 10(a) permits from the U.S. Fish and Wildlife Service (“USFWS”); complying with prohibitions against take of listed animals under ESA Section 9, complying with prohibitions against the removal of listed plants occurring on federal lands or the destruction of listed plants in violation of any state laws; complying with measures for conservation of state-listed threatened and endangered species and other

special-status species recognized by California Department of Fish and Game (DFG) under the California ESA, or California Environmental Quality Act (CEQA); and, complying with local land use regulations and restrictions.

D. The HMP serves as a management plan for both listed and candidate species, and is a prelisting agreement between the USFWS and the local jurisdiction for candidate species that may need to be listed because of circumstances occurring outside the area covered by the HMP.

E. Implementation of the HMP would be considered suitable mitigation for impacts to HMP species within HMP prevalent areas and would facilitate the USFWS procedures to authorize incidental take of these species by participating entities as required under ESA Section 10. No further mitigation will be required to allow development on the Property unless species other than the HMP target species are proposed for listing or are listed.

F. The HMP does not authorize incidental take of any species listed as threatened or endangered under the ESA by entities acquiring land at the former Fort Ord. The USFWS has recommended that all nonfederal entities acquiring land at former Fort Ord apply for ESA Section 10(a)(1)(B) incidental take permits for the species covered in the HMP. The definition of "take" under the ESA includes to harass, harm, hunt, shoot, wound, pursue, kill, trap, capture, or collect, or attempt to engage in any such conduct. Although the USFWS will not require further mitigation from entities that are in conformance with the HMP, those entities without incidental take authorization would be in violation of the ESA if any of their actions resulted in the take of a listed animal species. To apply for a Section 10(a)(1)(B) incidental take permit, an entity must submit an application form (Form 3-200), a complete description of the activity sought to be authorized, the common and scientific names of the species sought to be covered by the permit, and a conservation plan (50 CFR 17.22[b]).

G. The GRANTEE ("Seaside") acknowledges that it has signed the HMP dated April 1997, and will cooperate with adjacent property owners in implementing mitigation requirements identified in the HMP for adjacent sensitive habitat areas.

XIV. AIR NAVIGATION RESERVATION AND RESTRICTIONS

The Monterey Airport and the former Fritzsche Airfield now known as the Marina Municipal Airport are in close proximity of the Property. Accordingly, in coordination with the Federal Aviation Administration, the GRANTEE ("Seaside"), covenants and agrees, on behalf of itself, its successors and assigns and every successor in interest to the Property wherein described, or any part thereof that, when applicable, there will be no construction or alteration unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with Title 14, Code of Federal Regulations, Part 77, entitled, Objects Affecting Navigable Airspace, or under the authority of the Federal Aviation Act of 1968, as amended.

XV. ENFORCEMENT AND NOTICE REQUIREMENT

A. The provisions of this Deed benefit the governments of the United States of America, the State of California, acting on behalf of the public in general, the local governments, and the lands retained by the GRANTOR ("the Government") and, therefore, are enforceable, by resort to specific performance or legal process by the United States, the State of California, the local governments, and by the GRANTEE ("Seaside"), and its successors and assigns. Enforcement of this Deed shall be at the discretion of the parties entitled to enforcement hereof, and any forbearance, delay or omission to exercise their rights under this Deed in the event of a breach of any term of this Deed, shall not be deemed to be a waiver by any such party of such term or of any subsequent breach of the same or any other terms, or of any of the rights of said parties under this Deed. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. The enforcement rights set forth in this deed against the GRANTEE ("Seaside"), or its successors and assigns, shall only apply with respect to the Property conveyed herein and held by such GRANTEE ("Seaside"), its

successors or assigns, and only with respect to matters occurring during the period of time such GRANTEE (“Seaside”), its successors or assigns, owned or occupied such Property or any portion thereof.

B. The GRANTEE (“Seaside”), its successors or assigns, shall neither transfer the Property, nor any portion thereof nor grant any interest, privilege, or license whatsoever in connection with the Property without the inclusion, to the extent applicable to the Property or any portion thereof, of the environmental protection provisions contained in Paragraphs, Exclusions and Reservations, CERCLA Covenants, Notices and Environmental Remediation; Notice of the Presence of Asbestos, Notice of the Presence of Lead-Based Paint; Notice of the Potential for the Presence of Pesticides and Covenant, Polychlorinated Biphenyls (PCBs), Ordnance and Explosives; Endangered Species, Air Navigation Reservation and Restrictions, and Enforcement and Notice Requirement, and shall require the inclusion, to the extent applicable, of such environmental protection provisions in all further deeds, transfers, leases, or grant of any interest, privilege, or license.

C. The obligations imposed in this Paragraph upon the successors or assigns of GRANTEE (“Seaside”) shall only extend to the property conveyed to any such successor or assign.

XVI. NOTICE OF NON-DISCRIMINATION

With respect to activities related to the Property, the GRANTEE (“Seaside”) covenants for itself, its successors and assigns, that the GRANTEE (“Seaside”), and such successors and assigns, shall not discriminate upon the basis of race, color, religion, sex, age, handicap, or national origin in the use, occupancy, sale or lease of the Property, or in their employment practices conducted thereon in violation of the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. Section 2000d); the Age Discrimination Act of 1975 (42 U.S.C. Section 6102); and the Rehabilitation Act of 1973, as amended, (29 U.S.C. Section 794). The GRANTOR (“the Government”) shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed, and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

[SIGNATURE ON IMMEDIATELY FOLLOWING PAGE]

Executed this _____ day of _____, 2019.

GRANTOR:

City of Seaside,
a California Municipal Corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

PLEASE NOTARIZE ALL SIGNATURES

Project: _____

Title Company: _____

Title Report No. _____

CERTIFICATE OF ACCEPTANCE
GOVERNMENT CODE SECTION 27281

This is to certify acceptance of the interests conveyed by the foregoing Grant of Easements from City of Seaside, a California Municipal Corporation, to Marina Coast Water District, a county water district and political subdivision of the State of California ("MCWD") and consent by MCWD to recordation of this Grant of Easements by its duly authorized member, pursuant to the authorization and consent MCWD granted on _____.

Dated this ___ day of _____, 20___, at Marina, California.

MARINA COAST WATER DISTRICT,
a county water district and political subdivision
of the State of California

By: _____
Name: Keith Van Der Maaten
Title: General Manager

ALL PURPOSE ACKNOWLEDGEMENT

State of California)
)
County of Monterey)

On _____, before me, Paula Riso, a Notary Public in and for said State, personally appeared Keith Van Der Maaten, General Manager, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT ' ___ '

LEGAL DESCRIPTION OF AN EASEMENT FOR ACCESS

Certain real property in the City of Seaside; County of Monterey, State of California, being a portion of Parcel B as shown on the map entitled "Tract 1396 – Seaside Highlands Phase 1" filed for record August 22, 2003 in Volume 22 of Cities and Towns at Page 33 in the office of the County Recorder of said county, described as follows:

Beginning at a point at the southwesterly terminus of the curve labeled as C20 on the northwesterly boundary of said Parcel B, as said curve is annotated on Sheet 13 of said map (being also on the southeasterly line of Monterey Road (Parcel 5) as shown on the map filed for record January 2, 2003 in Volume 26 of Surveys at Page 28, in the office of the County Recorder of said County); thence

- 1) South 65°55'12" East, 14.86 feet; thence
- 2) South 36°30'00" East, 41.48 feet; thence
- 3) South 40°30'00" West, 35.92 feet; thence
- 4) North 36°30'00" West, 49.74 feet, more or less, to a point on said northwesterly line of said Parcel B; thence along said northwesterly line
- 5) Northeasterly 30.50 feet, more or less, along the arc of a non-tangent curve to the right having a radius of 560.04 feet (a radial bearing to the center of said curve bears South 62°47'37" East), through a central angle of 3°07'14", more or less, to the point of beginning.

Containing 1,826 square feet, more or less.

As shown on the plat attached hereto and made a part hereof.

PREPARED BY:
WHITSON ENGINEERS



RICHARD P. WEBER, LS
L.S. No. 8002

11/15/2019

DATE



JOB. No. 3675.03

STATE ROUTE 1

MONTEREY ROAD
(PARCEL 5, VOL. 26 SUR. PG. 28)

PARCEL B
VOL. 22 C&T PG. 33

CENTERLINE OF 30'-WIDE
GAS LINE EASEMENT
PER REEL 810, PAGE 669

PROPOSED 40'X40'
LIFT STATION EASEMENT TO
BE DESCRIBED SEPARATELY

POINT OF BEGINNING:
SW TERMINUS OF COURSE #20
SHEET 13, 22 C&T 33

S65°55'12"E
14.86'

$\Delta=3'07'14''$
 $R=560.04'$
 $L=30.50'$

S36°30'00"E
41.48'

DESCRIBED EASEMENT AREA
±1,826 S.F.

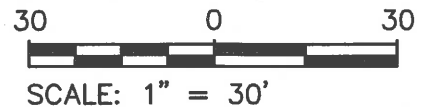
N62°47'37"W (R)
49.74'

CENTERLINE OF PROPOSED 20'-WIDE
UTILITY EASEMENT TO BE DESCRIBED
SEPARATELY

N36°30'00"W
49.74'

CENTERLINE OF 15'-WIDE
SANITARY SEWER EASEMENT
PER VOL. 22 C&T PG. 33

S40°30'00"W
35.92'



PLAT TO ACCOMPANY DESCRIPTION

OF AN EASEMENT FOR ACCESS PURPOSES
(A PORTION OF PARCEL B, VOLUME 22 CITIES & TOWNS, PAGE 33)

CITY OF SEASIDE, CALIFORNIA
NOVEMBER 15, 2019



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

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

The undersigned grantor declares: (Space Above For Recorder's Use)

Documentary Transfer Tax exempt
Pursuant to Section 11932 of the
Revenue and Taxation Code

GRANT OF EASEMENTS

This Grant of Easements, dated this _____ day of _____, 20____, is made by City of Seaside, a California Municipal Corporation, ("**Grantor**") in favor of Marina Coast Water District, a county water district and political subdivision of the State of California ("**Grantee**").

A. Pursuant to Section 2859 of Public Law 104-106, the United States of America ("Government") conveyed to the City of Seaside ("Seaside") the property that is the subject of this Easement ("Property") by Quitclaim Deed ("Government Deed"), reserving to the Government certain exclusions, restrictions, stipulations and covenants, and burdening Seaside with certain obligations, said deed duly recorded on July 25, 2002 in the County of Monterey, Office of the County Recorder, as Document No. 2002068592;

B. Seaside conveyed to K&B Bakewell Seaside Venture, LLC, its interest in the Property by quitclaim deed, reserving to the Government and Seaside certain exclusions, restrictions, stipulations and covenants, and burdening Grantor with certain obligations, said deed duly recorded on July 2, 2002 in the County of Monterey, Office of the County Recorder, as Document No. 2002068594;

C. K&B Bakewell Seaside Venture, LLC, dedicated Parcel B of the Property to Seaside on the map entitled "Tract 1396 – Seaside Highlands Phase 1" filed for record August 22, 2003 in Volume 22 of Cities and Towns at Page 33 in the County of Monterey, Office of the County Recorder;

D. Grantee desires to receive an easement over said land and Grantor has agreed to grant to Grantee such easement as hereinafter set forth.

NOW, THEREFORE, for valuable consideration, Grantor hereby grants and conveys to Grantee, its successors and assigns, a non-exclusive easement for the purposes of installation, inspection, replacement, maintenance and removal of sanitary sewers (the "Utility") on, over, under, across and along that Property located in the County of Monterey, State of California, as more particularly described on Exhibit A attached hereto (the "Easement Property").

Grantee hereby agrees that utility structures or improvements shall be constructed in such a manner as to limit the potential visual impacts by incorporating and maintaining

landscaping and other appropriate structures, such as fencing, as may be directed by the Grantor.

Grantor hereby agrees that no permanent structures or improvements shall be built on the Easement Property.

Grantee shall indemnify, defend and hold the Grantor harmless from any and all claims, damage or expense arising out of the actions or omissions of the Grantee, its agents and employees with respect to the installation, operation, maintenance, repair or removal of the Utility described above.

Grantor agrees for itself and its heirs and assigns that the Utility on the Easement Property shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with said Utilities and shall have free access to said Utility and every part thereof, at all times for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said Easement Property, Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical.

In its transfer of the Property to Seaside, the Government provided certain information regarding the environmental condition of the Property. That same information was provided by FORA in its conveyance to Grantor. Pursuant to the Government Deed, Grantor is required to provide to any grantee of an interest in the Property the environmental protection provisions contained in the Government Deed. The Grantor has no knowledge regarding the accuracy or adequacy of such information.

The italicized information below is copied verbatim (except as discussed below) from the FORA deed conveying the Property to the Grantor. The Grantee hereby acknowledges and assumes all responsibilities with regard to the Property placed upon the Grantor under the terms of the aforesaid Government deed to Grantor and Grantor grants to Grantee all benefits with regard to the Property under the terms of the aforesaid Government Deed. Within the italicized information only, the term "Grantor" shall mean the Government, and the term "Grantee" shall mean the City of Seaside; to avoid confusion, the words "the Government" have been added in parenthesis after the word "Grantor", and "Seaside" has been added in parenthesis after the word "Grantee".

III. EXCLUSIONS AND RESERVATIONS:

This conveyance is made subject to the following EXCLUSIONS and RESERVATIONS:

A. All water allocations derived from the Salinas aquifer shall remain with the GRANTOR ("the Government") consistent with the Agreement. With regard to the ultimate disposition of any water and water allocation rights, the GRANTOR ("the Government") shall cooperate with the GRANTEE ("Seaside"), other grantees of former Fort Ord property, the Monterey County Water Resources Agency (MCWRA), the Marina Coast Water District (MCWD), and the Fort Ord Reuse Authority (FORA) in seeking to ensure that GRANTEE ("Seaside") and its successors and assigns, will continue to be provided an equitable supply of the water at the former Ford Ord.

B. *With regard to the ultimate disposition of any rights or interests the GRANTOR (“the Government”) has in wastewater discharge rights provided by the Monterey Regional Water Pollution Control Agency (MRWPCA), the GRANTOR (“the Government”) shall cooperate with GRANTEE (“Seaside”) in accordance with the Agreement, other grantees of property at Ford Ord, the MRWPCA, the MCWD, and FORA in seeking to ensure that GRANTEE (“Seaside”) and all other Fort Ord grantees will continue to enjoy equitable utilization of the existing sewerage treatment capacity, including existing connections to the Ford Ord sewerage collection system.*

C. *The GRANTOR (“the Government”) retains ownership to all Government-owned main trunk sewer and water utility distribution systems traversing the Property to serve other portions of the former Ft. Ord.*

D. *The GRANTOR (“the Government”) reserves assignable nonexclusive easements and right-of-way, 15 feet in width, in, on, over and across the Property and centered on the existing utility distribution systems owned and retain by GRANTOR (“the Government”) at the time of this conveyance and located on the Property. Said easements and rights-of-way shall be for the purpose of locating, construction, operating, maintaining, altering, repairing and patrolling utility systems together with the right to trim, cut, fell and remove therefrom, consistent with the Installation-Wide Multispecies Habitat Management Plan and applicable law governing protection of endangered species, all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the easements and right-of-way; reserving, however, to GRANTEE (“Seaside”) and its successors and assigns, the right to relocate the main trunk sewer and water utility distribution systems and such easements and rights-of-way at the expense of GRANTEE (“Seaside”) and its successors and assigns; and reserving the right to the GRANTEE (“Seaside”) to use and cross such easements and rights-of-way; however, such rights of GRANTEE (“Seaside”) are subject to existing easements and rights of ways.*

E. *The Property is taken by the GRANTEE (“Seaside”) subject to any and all valid and existing recorded outstanding liens, licenses, leases, easements, and any other encumbrances made for the purpose of roads, streets, utility systems, rights-of-way, pipelines, and/or covenants, exceptions, interests, liens, reservations, and agreements of record.*

F. *The GRANTOR (“the Government”) reserves a perpetual unassignable right to enter the Property for the specific purpose of treating or removing any unexploded shells, mines, bombs, or other such devices deposited or caused by the GRANTOR (“the Government”).*

G. *Access to USA Media Group, LLC, or its successor in interest, TV cable lines is reserved until expiration for its existing franchise agreement, November 19, 2005.*

H. *The reserved rights and easements set forth in this Section are subject to the following terms and conditions:*

1. *to comply with all applicable federal law and lawful existing regulations;*
2. *to allow the occupancy and use by the GRANTEE (“Seaside”) its successors, assigns, permittees, or lessees of any part of the easement areas not actually occupied or required for the purpose of the full and safe utilization thereof by the GRANTOR (“the Government”), so long as such occupancy and use does not compromise the ability of the GRANTOR (“the Government”) to use the easements for their intended purposes, as set forth herein;*
3. *that the easements granted shall be for the specific use described and may not be construed to include the further right to authorize any other use within the easements unless approved in writing by the fee holder of the land subject to the easement;*

4. that any transfer of the easements by assignment, lease, operating agreement, or otherwise must include language that the transferee agrees to comply with and be bound by the terms and conditions of the original grant;

5. that, unless otherwise provided, no reservation or interest granted shall give the GRANTOR ("the Government") any right to remove any material, earth, or stone for consideration or other purpose except as necessary in exercising its rights hereunder; and

6. to restore any easement area so far as it is reasonably possible to do so upon abandonment or release of any easement as provided herein, unless this requirement is waived in writing by the GRANTEE ("Seaside");

I. GRANTOR ("the Government") reserves mineral rights that GRANTOR ("the Government") owns presently or may at a future date be determined to own, below 500 feet below the surface, with the right of surface entry in a manner that does not unreasonably interfere with GRANTEE's ("Seaside") development and quiet enjoyment of the Properties.

IV. TO HAVE AND TO HOLD the Property unto the GRANTEE ("Seaside") and its successors and assigns forever, provided that this Deed is made and accepted upon each of the following notices, covenants, restrictions, and conditions which shall be binding upon and enforceable against the GRANTEE ("Seaside"), its successors and assigns, in perpetuity, as follows:

V. "AS IS, WHERE IS"

The Parcel 1 Hayes Housing Property is conveyed in an "As Is, Where Is" condition without any representation, warranty or guarantee, except as required pursuant to applicable law or as otherwise stated in the Agreement or herein, by the GRANTEE ("Seaside") as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for allowance or deduction upon such grounds will be considered. There is no obligation on the part of the GRANTOR ("the Government") to make any alterations, repairs, or additions, and said GRANTOR ("the Government") shall not be liable for any latent or patent defects in the Property. This section shall not affect the GRANTOR's ("the Government") responsibility under CERCLA or Section VI herein.

VI. FEDERAL FACILITIES AGREEMENT (FFA)

By accepting this Deed, the GRANTEE ("Seaside") acknowledges that the GRANTEE ("Seaside") has read the Federal Facilities Agreement ("FFA"), and recognizes that, should any conflict arise between the terms of the FFA and the terms of this Deed, the FFA will take precedence. Notwithstanding any other provisions of this conveyance, the GRANTOR ("the Government") assumes no liability to the GRANTEE ("Seaside") should implementation of the FFA interfere with the GRANTEE's ("Seaside") use of the Property. GRANTOR ("the Government") shall give GRANTEE ("Seaside") reasonable notice of its actions required by the FFA and GRANTOR ("the Government") shall, consistent with the FFA, and at no additional cost to the GRANTOR ("the Government"), endeavor to minimize the disruption of the GRANTEE's ("Seaside"), its successors' and assigns' use of the Property. The GRANTEE ("Seaside") shall have no claim on account of any such interference against the GRANTOR ("the Government") or any officer, agent, employee, or contractor thereof.

VII. CERCLA COVENANTS, NOTICE, AND ENVIRONMENTAL REMEDIATION

A. Pursuant to Section 120(h)(3) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. Section 9601 et seq. ("CERCLA"), the Finding of Suitability to Transfer ("FOST") documents are attached as Exhibit B to the Deed; an Environmental Baseline Survey ("EBS") is referenced in the FOST and sets forth the existing environmental condition of the Property. The FOST sets forth the basis for the GRANTOR's ("the Government") determination

that the Property is suitable for transfer. The GRANTEE ("Seaside") is hereby made aware of the notifications contained in the EBS and the FOST. The GRANTOR ("the Government") represents that the Property is environmentally suitable for transfer to GRANTEE ("Seaside") for the purposes identified in the Final Fort Ord Base Reuse Plan dated December 12, 1994, as amended on June 13, 1997, as approved by the Fort Ord Reuse Authority. If, after conveyance of the Property to GRANTEE ("Seaside"), there is an actual or threatened release of a hazardous substance on the Property, or in the event that a hazardous substance is discovered on the Property after the date of the conveyance, whether or not such substance was set forth in the technical environmental reports, including the EBS, GRANTEE ("Seaside") or its successor or assigns shall be responsible for such release or newly discovered substance unless such release or such newly discovered substance was due to GRANTOR's ("the Government") activities, ownership, use, presence on, or occupation of the Property, or the activities of GRANTOR's ("the Government") contractors and/or agents. GRANTEE ("Seaside"), its successors and assigns, as consideration for the conveyance, agrees to release GRANTOR ("the Government") from any liability or responsibility for any claims arising out of or in any way predicated on release of any hazardous substance on the Property occurring after the conveyance, where such substance or product was placed on the property by GRANTEE ("Seaside"), or its agents or contractors, after the conveyance.

B. Based on the FOST, the Property has been assigned Department of Defense Environmental Condition Category I (areas where no release or disposal of hazardous substances or petroleum, products has occurred).

C. GRANTOR ("the Government") covenants that any additional remedial action due to the former activity on the Property by the GRANTOR ("the Government") found to be necessary after such date of transfer shall be performed by the United States unless the person or entity to whom the Property is transferred is a potentially responsible party under CERCLA with respect to the Property.

D. GRANTEE ("Seaside") covenants that the GRANTOR ("the Government"), its officers, agents, employees, contractors and subcontractors, in accordance with section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, reserves a right of access to any and all portions of the Property for purposes of environmental investigation, remediation, or other corrective actions found to be necessary after the date of the conveyance of the Property. The GRANTOR ("the Government") and the GRANTEE ("Seaside") agree to cooperate in good faith to minimize any conflict between necessary environmental investigation and remediation activities and GRANTEE's ("Seaside") or any Sublessee's operations. Any inspection, survey, investigation, or other response or remedial action will to the extent practicable, be coordinated with representatives designated by GRANTEE ("Seaside"). Pursuant to this reservation, the GRANTOR ("the Government") and its officers, agents, employees, contractors, subcontractors shall have the right (upon reasonable notice to the GRANTEE ("Seaside") or the then owner and any authorized occupant of the Property) to enter upon the Property, and perform surveys, drillings, test pitting, borings, data and/or record compilation, and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary under applicable authorities, including but not limited to installation of monitoring and extraction wells, and other treatment facility.

E. The GRANTOR ("the Government") covenants that upon completion of any removal or remediation action that removes the risk giving rise to any restriction on future use or any limitation of activities contained in a Deed or lease for the Property or in any other document relating to the Property, the GRANTOR ("the Government"), without any payment of funds by the United States, agrees to cooperate with the GRANTEE ("Seaside"), its successors or assigns, in any application, permit, easement or effort to obtain approval from appropriate Federal, state or local authorities for the purpose of removing any such restriction or limitation, which the GRANTEE ("Seaside"), its successors or assigns, shall seek to remove or eliminate.

F. The GRANTOR ("the Government") recognizes its obligation to hold harmless, defend, and indemnify the GRANTEE ("Seaside") and any successor, assignee, transferee, lender, or lessee of the GRANTEE ("Seaside"), or its successors and assigns, as required by Section 330 of the National

Defense Authorization Act of 1993, as amended (Pub. L. No. 102-484), and to otherwise meet its obligations under Federal law.

VII. NOTICE OF THE PRESENCE OF ASBESTOS

A. The GRANTEE ("Seaside") is hereby informed and does acknowledge that friable and nonfriable asbestos or asbestos-containing material ("ACM") have been found on the Property, as described more fully in the Final EBS, associated Asbestos Survey Reports of the Former Fort Ord and the attached FOST for the Property (Exhibit "B"). To the best of GRANTOR's ("the Government") knowledge, the ACM on the Property does not currently pose a threat to human health or the environment.

B. The GRANTEE ("Seaside") covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos; and that the GRANTOR ("the Government") assumes no liability for future remediation of asbestos or damages for personal injury, illness, disability, or death, to the GRANTEE ("Seaside"), its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property after the date of this Deed, whether the GRANTEE ("Seaside"), its successors or assigns have properly warned or failed to properly warn the individual(s) injured. The GRANTEE ("Seaside") assumes no liability for damages or remediation for personal injury, illness, disability, death or property damage arising from (i) any exposure to asbestos or ACM that resulted prior to the GRANTOR's ("the Government") conveyance of such portion of the Property to the GRANTEE ("Seaside") pursuant to this Deed or any leases entered into between the GRANTOR ("the Government") and GRANTEE ("Seaside"), or (ii) any disposal of asbestos or ACM prior to the GRANTOR's ("the Government") conveyance of the Property to the GRANTEE ("Seaside").

C. The GRANTEE ("Seaside") acknowledges that it has had the opportunity to inspect the Property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The failure of the GRANTEE ("Seaside") to inspect or be fully informed as to the asbestos condition of all or any portion of the Property will not constitute grounds for any claim or demand against the United States.

D. The GRANTEE ("Seaside"), its successors and assigns are hereby informed that unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration ("OSHA") and the EPA regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

E. The GRANTEE ("Seaside") further agrees to indemnify and hold harmless the GRANTOR ("the Government"), its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of or in any manner predicated upon, exposure to asbestos on any portion of the Parcel 1 Hayes Housing Property after this conveyance of the Parcel 1 Hayes Housing Property to the GRANTEE ("Seaside") or any future remediation or abatement of asbestos or the need therefor. The GRANTEE's ("Seaside") obligation hereunder shall apply whenever the United States incurs costs or liabilities for actions giving rise to liability under this section.

IX. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT

A. The GRANTEE ("Seaside") and its successors and assigns are hereby informed and acknowledge that buildings on the Property, constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. GRANTEE ("Seaside"), its successors and assigns are hereby informed that

lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. "Residential Real Property" means dwelling units, common areas, building exterior surfaces, and any surrounding land, including outbuildings, fences and play equipment affixed to the land, available for use by residents but not including land used for agricultural, commercial, industrial, or other non-residential purposes, and not including paint on the pavement of parking lots, garages, or roadways and buildings visited regularly by the same child, six years of age or under, on at least two difference days within any week, including day-care centers, preschools and kindergarten classrooms.

B. Available information concerning known lead-based paint and/or lead-based paint hazards, the location of lead-based paint or lead-based paint hazards, and the condition of painted surfaces is contained in the Environmental Baseline Survey and (for residential properties) the lead based paint risk assessment, which have been provided to the GRANTEE ("Seaside"). Additionally, the federally approved pamphlet on lead poisoning prevention and the FOST have been provided t the GRANTEE ("Seaside"). The GRANTEE ("Seaside") hereby acknowledges receipt of all of the information described in this Paragraph.

C. The GRANTEE ("Seaside"), its successors and assigns, covenants and agrees that they shall not permit the occupancy or use of any buildings or structures located on the Property, which were constructed or rehabilitated prior to 1978, as residential property without complying with this Paragraph IX NOTICE OF THE PRESENCE OF LEAD-BASED PAINT and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards.

D. The GRANTEE ("Seaside") covenants that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Property without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of Residential Real Property, if required by law or regulation, the GRANTEE ("Seaside"), its successors and assigns, at its sole expense, will: (i) inspect for the presence of lead-based paint and/or lead-based paint hazards; (ii) abate and eliminate lead-based paint hazards in accordance with all applicable laws and regulations, and (iii) comply with all applicable notice and disclosure requirements under applicable federal and state law. The GRANTEE ("Seaside") agrees to be responsible for all remediation of lead-based paint or lead-based paint hazards found to be necessary on the Property after the conveyance to the GRANTEE ("Seaside").

E. The GRANTOR ("the Government") assumes no liability for remediation or damages for personal injury, illness, disability, or death, to the GRANTEE ("Seaside"), its successors and assigns, sublessees or to any other person, including members of the general public, arising from or incident to lead-based paint located on the Property. The GRANTEE ("Seaside") further agrees to indemnify and hold harmless the GRANTOR ("the Government"), its officers, agents and employees, from and against all suits, claims, demands, or actions, liabilities, judgments, costs and attorneys' fees arising out of or in a manner predicated upon remediation, personal injury, death or property damage resulting from, related to, caused by or arising out of lead-based paint on the Property. The GRANTEE's ("Seaside") obligation hereunder shall apply whenever the United States of America incurs costs or liabilities for actions giving rise to liability under this section. However, the GRANTEE ("Seaside") assumes no liability or obligation to indemnify for (i) remediation or damages for personal injury, illness, disability or death suffered or incurred by the GRANTOR ("the Government"), its officers, agents, and employees or by any other person, including members of the general public, arising form any exposure of any person to lead-based paint on any portion of the Property occurring prior to the date of conveyance of such

portion of the Property to GRANTEE (“Seaside”), or (ii) any failure of the GRANTOR (“the Government”) to comply with any legal requirements applicable to lead-based paint conditions on any portion of the Property prior to the GRANTOR’s (“the Government”) conveyance of such portion of the Property to the GRANTEE (“Seaside”) pursuant to the Agreement, or (iii) any lead-based paint or lead-based paint hazards which were located on the Property at any time prior to the date of the GRANTOR’s (“the Government”) transfer of the applicable portion of the Property but are no longer located thereon at the time of such lease or transfer, or (iv) any disposal, prior to the GRANTOR’s (“the Government”) transfer of the applicable portion of the Property but are no longer located thereon at the time of such lease or transfer, or (iv) any disposal, prior to the GRANTOR’s (“the Government”) transfer of the applicable portion of the Property, of any lead-based paint or material contaminated by lead-based paint.

F. The GRANTEE’s (“Seaside”) obligation hereunder shall apply whenever the United States of America incurs costs or liabilities for actions giving rise to liability under this section.

G. The covenants, restrictions, and requirements of this Paragraph shall be binder upon the GRANTEE (“Seaside”), its successors and assigns, and shall be deemed to run with the land.

X. NOTICE OF THE POTENTIAL FOR THE PRESENCE OF PESTICIDES AND COVENANT

A. The GRANTEE (“Seaside”) is hereby informed that pesticides may be present on the Property, the presence of pesticides does not currently pose a threat to human health or the environment, and the use and application of any pesticide product by the GRANTOR (“the Government”) was in accordance with its intended purpose, and in accordance with CERCLA § 107 (i), which states:

“No person (including the United States or any State or Indian tribe) may recover under the authority of this section for any response costs or damages resulting from the application of a pesticide product registered under the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. 136 et seq.). Nothing in this paragraph shall affect or modify in any way the obligations or liability of any person under any other provision of State or Federal law, including common law, for damages, injury, or loss resulting from a release of any hazardous substance or for removal or remedial action or the costs of removal or remedial action of such hazardous substance.”

B. Pesticides used on the Property are listed in the attached FOST (Exhibit “B”). Upon request, the GRANTOR (“the Government”) agrees to furnish to the GRANTEE (“Seaside”) any and all records in its possession related to the use of the pesticides necessary for the continued compliance by the GRANTEE (“Seaside”) with applicable laws and regulations related to the use of pesticides.

C. The GRANTEE (“Seaside”) covenants and agrees that its continued possession, potential use and continued management of the Property, including any demolition of structures, will be in compliance with all applicable laws relating to hazardous substance/pesticides and hazardous wastes. However, the GRANTEE (“Seaside”) assumes no liability for (i) remediation or damages for personal injury, illness, disability, or death suffered or incurred by the GRANTOR (“the Government”), its officers, agents and employees or any other person, including members of the general public, arising from any exposure of any person to Pesticides on any portion of the Property occurring prior to the date of conveyance of such portion of the Property to the GRANTEE (“Seaside”) or (ii) any failure of GRANTOR (“the Government”) to comply with any legal requirements applicable to Pesticides on any portion of the Property prior to the GRANTOR’s (“the Government”) conveyance of such portion of the Property to the GRANTEE (“Seaside”) pursuant to the Agreement, or (iii) any Pesticides or Pesticide hazards which were located on the Property at any time prior to the dated of the GRANTOR’s (“the Government”) transfer of the applicable portion of the Property but are no longer located thereon at the time of such lease or transfer, or (iv) any disposal prior to the GRANTOR’s (“the Government”) transfer of the applicable portion of the Property, of any Pesticides or materials contaminated by Pesticides.

XI. POLYCHLORINATED BIPHENYLS (“PCBs”)

A. The GRANTEE (“Seaside”) is hereby informed that PCBs may be present in light fixtures ballasts found in buildings on the Property.

B. The GRANTOR (“the Government”) shall assume no liability for remediation or damages for personal injury, illness or disability or death to the GRANTEE (“Seaside”), its successors or assigns, sublessees or to any other person, including members of the general public, arising from or incident to PCBs located on the Property. The GRANTEE (“Seaside”) further agrees to indemnify and hold harmless the GRANTOR (“the Government”), its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys’ fees arising out of or in any manner predicated upon, remediation, personal injury, death or property damage resulting from, related to, caused by or arising out of PCBs on the Property. The GRANTEE’s (“Seaside”) obligation hereunder shall apply whenever the United States incurs costs or liabilities for actions giving rise to liability under this section. However, the GRANTEE (“Seaside”) assumes no liability or obligation to indemnify for (i) remediation or damages for personal injury, illness, disability, or death suffered or incurred by the GRANTOR (“the Government”), its officers, agents and employees or any other person, including members of the general public, arising from any exposure of any person to PCB’s on any portion of the Property occurring prior to the date of conveyance of such portion of the Property to the GRANTEE (“Seaside”) or (ii) any failure of GRANTOR (“the Government”) to comply with any legal requirements applicable to PCBs on any portion of the Property prior to the GRANTOR’s (“the Government”) conveyance of such portion of the Property to the GRANTEE (“Seaside”) pursuant to the Agreement, or (iii) any PCBs or PCB hazards which were located on the Property at any time prior to the dated of the GRANTOR’s (“the Government”) transfer of the applicable portion of the Property but are no longer located thereon at the time of such lease or transfer, or (iv) any disposal prior to the GRANTOR’s (“the Government”) transfer of the applicable portion of the Property, of any PCBs or materials contaminated by PCBs.

C. The GRANTEE (“Seaside”) covenants and agrees that its continued possession, potential use and continued management of the Property, including nay demolition of structures, will be in compliance with all applicable laws relating to hazardous materials/PCBs and hazardous wastes.

XII. ORDNANCE AND EXPLOSIVES (OE)

The former Fort Ord is a former military installation with a history of OE use and, therefore, there is potential for OE to be present on the Property. An archival search conducted during compilation of the Fort Ord Comprehensive Environmental Response Facilitation Act (CERFA) Report found no evidence of OE within the Property. In the event the GRANTEE (“Seaside”), its successors, and assigns, should discover any ordnance on the Property, it shall not attempt to remove or destroy it, but shall immediately notify the local Police Department and the Directorate of Law Enforcement at the Presidio of Monterey and competent GRANTOR (“the Government”) or GRANTOR (“the Government”) designated explosive ordnance personnel will be dispatched promptly to dispose of such ordnance at no expense to the GRANTEE (“Seaside”), whenever OE may be discovered.

XII. ENDANGERED SPECIES

The GRANTEE (“Seaside”), its assigns, or successors shall comply with the requirements, if any and if applicable, of the Installation-Wide Multispecies Habitat Management Plan (“HMP”) for Former Fort Ord, California.

A. The Property is within Habitat Management Plan (HMP) Development Areas. No resource conservation requirements are associated with the HMP for these parcels. However, small pockets of habitat may be preserved within and around the Property.

B. The Biological Opinion identifies sensitive biological resources that may be salvaged for use in restoration activities within reserve areas, and allows for development of the Parcels.

C. *The HMP does not exempt the GRANTEE (“Seaside”) from complying with environmental regulations enforced by federal, state, or local agencies. These regulations could include obtaining the Endangered Species Act (“ESA”) (16 U.S.C. §§ 1531-1544 et seq.) Section 7 or Section 10(a) permits from the U.S. Fish and Wildlife Service (“USFWS”); complying with prohibitions against take of listed animals under ESA Section 9, complying with prohibitions against the removal of listed plants occurring on federal lands or the destruction of listed plants in violation of any state laws; complying with measures for conservation of state-listed threatened and endangered species and other special-status species recognized by California Department of Fish and Game (DFG) under the California ESA, or California Environmental Quality Act (CEQA); and, complying with local land use regulations and restrictions.*

D. *The HMP serves as a management plan for both listed and candidate species, and is a prelisting agreement between the USFWS and the local jurisdiction for candidate species that may need to be listed because of circumstances occurring outside the area covered by the HMP.*

E. *Implementation of the HMP would be considered suitable mitigation for impacts to HMP species within HMP prevalent areas and would facilitate the USFWS procedures to authorize incidental take of these species by participating entities as required under ESA Section 10. No further mitigation will be required to allow development on the Property unless species other than the HMP target species are proposed for listing or are listed.*

F. *The HMP does not authorize incidental take of any species listed as threatened or endangered under the ESA by entities acquiring land at the former Fort Ord. The USFWS has recommended that all nonfederal entities acquiring land at former Fort Ord apply for ESA Section 10(a)(1)(B) incidental take permits for the species covered in the HMP. The definition of “take” under the ESA includes to harass, harm, hunt, shoot, wound, pursue, kill, trap, capture, or collect, or attempt to engage in any such conduct. Although the USFWS will not require further mitigation from entities that are in conformance with the HMP, those entities without incidental take authorization would be in violation of the ESA if any of their actions resulted in the take of a listed animal species. To apply for a Section 10(a)(1)(B) incidental take permit, an entity must submit an application form (Form 3-200), a complete description of the activity sought to be authorized, the common and scientific names of the species sought to be covered by the permit, and a conservation plan (50 CFR 17.22[b]).*

G. *The GRANTEE (“Seaside”) acknowledges that it has signed the HMP dated April 1997, and will cooperate with adjacent property owners in implementing mitigation requirements identified in the HMP for adjacent sensitive habitat areas.*

XIV. AIR NAVIGATION RESERVATION AND RESTRICTIONS

The Monterey Airport and the former Fritzsche Airfield now known as the Marina Municipal Airport are in close proximity of the Property. Accordingly, in coordination with the Federal Aviation Administration, the GRANTEE (“Seaside”), covenants and agrees, on behalf of itself, its successors and assigns and every successor in interest to the Property wherein described, or any part thereof that, when applicable, there will be no construction or alteration unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with Title 14, Code of Federal Regulations, Part 77, entitled, Objects Affecting Navigable Airspace, or under the authority of the Federal Aviation Act of 1968, as amended.

XV. ENFORCEMENT AND NOTICE REQUIREMENT

A. *The provisions of this Deed benefit the governments of the United States of America, the State of California, acting on behalf of the public in general, the local governments, and the lands retained by the GRANTOR (“the Government”) and, therefore, are enforceable, by resort to specific performance or legal process by the United States, the State of California, the local governments, and by*

the GRANTEE (“Seaside”), and its successors and assigns. Enforcement of this Deed shall be at the discretion of the parties entitled to enforcement hereof, and any forbearance, delay or omission to exercise their rights under this Deed in the event of a breach of any term of this Deed, shall not be deemed to be a waiver by any such party of such term or of any subsequent breach of the same or any other terms, or of any of the rights of said parties under this Deed. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. The enforcement rights set forth in this deed against the GRANTEE (“Seaside”), or its successors and assigns, shall only apply with respect to the Property conveyed herein and held by such GRANTEE (“Seaside”), its successors or assigns, and only with respect to matters occurring during the period of time such GRANTEE (“Seaside”), its successors or assigns, owned or occupied such Property or any portion thereof.

B. The GRANTEE (“Seaside”), its successors or assigns, shall neither transfer the Property, nor any portion thereof nor grant any interest, privilege, or license whatsoever in connection with the Property without the inclusion, to the extent applicable to the Property or any portion thereof, of the environmental protection provisions contained in Paragraphs, Exclusions and Reservations, CERCLA Covenants, Notices and Environmental Remediation; Notice of the Presence of Asbestos, Notice of the Presence of Lead-Based Paint; Notice of the Potential for the Presence of Pesticides and Covenant, Polychlorinated Biphenyls (PCBs), Ordnance and Explosives; Endangered Species, Air Navigation Reservation and Restrictions, and Enforcement and Notice Requirement, and shall require the inclusion, to the extent applicable, of such environmental protection provisions in all further deeds, transfers, leases, or grant of any interest, privilege, or license.

C. The obligations imposed in this Paragraph upon the successors or assigns of GRANTEE (“Seaside”) shall only extend to the property conveyed to any such successor or assign.

XVI. NOTICE OF NON-DISCRIMINATION

With respect to activities related to the Property, the GRANTEE (“Seaside”) covenants for itself, its successors and assigns, that the GRANTEE (“Seaside”), and such successors and assigns, shall not discriminate upon the basis of race, color, religion, sex, age, handicap, or national origin in the use, occupancy, sale or lease of the Property, or in their employment practices conducted thereon in violation of the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. Section 2000d); the Age Discrimination Act of 1975 (42 U.S.C. Section 6102); and the Rehabilitation Act of 1973, as amended, (29 U.S.C. Section 794). The GRANTOR (“the Government”) shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed, and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

[SIGNATURE ON IMMEDIATELY FOLLOWING PAGE]

Executed this _____ day of _____, 2019.

GRANTOR:

City of Seaside,
a California Municipal Corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

PLEASE NOTARIZE ALL SIGNATURES

Project: _____

Title Company: _____

Title Report No. _____

CERTIFICATE OF ACCEPTANCE
GOVERNMENT CODE SECTION 27281

This is to certify acceptance of the interests conveyed by the foregoing Grant of Easements from City of Seaside, a California Municipal Corporation, to Marina Coast Water District, a county water district and political subdivision of the State of California ("MCWD") and consent by MCWD to recordation of this Grant of Easements by its duly authorized member, pursuant to the authorization and consent MCWD granted on _____.

Dated this ___ day of _____, 20___, at Marina, California.

MARINA COAST WATER DISTRICT,
a county water district and political subdivision
of the State of California

By: _____
Name: Keith Van Der Maaten
Title: General Manager

ALL PURPOSE ACKNOWLEDGEMENT

State of California)
)
County of Monterey)

On _____, before me, Paula Riso, a Notary Public in and for said State, personally appeared Keith Van Der Maaten, General Manager, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

The undersigned grantor declares: (Space Above For Recorder's Use)

Documentary Transfer Tax exempt
Pursuant to Section 11932 of the
Revenue and Taxation Code

GRANT OF EASEMENTS

This Grant of Easements, dated this _____ day of _____, 20____, is made by City of Seaside, a California Municipal Corporation, ("**Grantor**") in favor of Marina Coast Water District, a county water district and political subdivision of the State of California ("**Grantee**").

A. Pursuant to Section 2859 of Public Law 104-106, the United States of America ("Government") conveyed to the City of Seaside ("Seaside") the property that is the subject of this Easement ("Property") by Quitclaim Deed ("Government Deed"), reserving to the Government certain exclusions, restrictions, stipulations and covenants, and burdening Seaside with certain obligations, said deed duly recorded on July 25, 2002 in the County of Monterey, Office of the County Recorder, as Document No. 2002068592;

B. Seaside conveyed to K&B Bakewell Seaside Venture, LLC, its interest in the Property by quitclaim deed, reserving to the Government and Seaside certain exclusions, restrictions, stipulations and covenants, and burdening Grantor with certain obligations, said deed duly recorded on July 2, 2002 in the County of Monterey, Office of the County Recorder, as Document No. 2002068594;

C. K&B Bakewell Seaside Venture, LLC, dedicated Parcel B of the Property to Seaside on the map entitled "Tract 1396 – Seaside Highlands Phase 1" filed for record August 22, 2003 in Volume 22 of Cities and Towns at Page 33 in the County of Monterey, Office of the County Recorder;

D. Grantee desires to receive an easement over said land and Grantor has agreed to grant to Grantee such easement as hereinafter set forth.

NOW, THEREFORE, for valuable consideration, Grantor hereby grants and conveys to Grantee, its successors and assigns, a non-exclusive easement for the purposes of installation, inspection, replacement, maintenance and removal of sanitary sewers (the "Utility") on, over, under, across and along that Property located in the County of Monterey, State of California, as more particularly described on Exhibit A attached hereto (the "Easement Property").

Grantor hereby agrees that no permanent structures or improvements shall be built on the Easement Property.

Grantee shall indemnify, defend and hold the Grantor harmless from any and all claims, damage or expense arising out of the actions or omissions of the Grantee, its agents and employees with respect to the installation, operation, maintenance, repair or removal of the Utility described above.

Grantor agrees for itself and its heirs and assigns that the Utility on the Easement Property shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with said Utilities and shall have free access to said Utility and every part thereof, at all times for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said Easement Property, Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical.

In its transfer of the Property to Seaside, the Government provided certain information regarding the environmental condition of the Property. That same information was provided by FORA in its conveyance to Grantor. Pursuant to the Government Deed, Grantor is required to provide to any grantee of an interest in the Property the environmental protection provisions contained in the Government Deed. The Grantor has no knowledge regarding the accuracy or adequacy of such information.

The italicized information below is copied verbatim (except as discussed below) from the FORA deed conveying the Property to the Grantor. The Grantee hereby acknowledges and assumes all responsibilities with regard to the Property placed upon the Grantor under the terms of the aforesaid Government deed to Grantor and Grantor grants to Grantee all benefits with regard to the Property under the terms of the aforesaid Government Deed. Within the italicized information only, the term "Grantor" shall mean the Government, and the term "Grantee" shall mean the City of Seaside; to avoid confusion, the words "the Government" have been added in parenthesis after the word "Grantor", and "Seaside" has been added in parenthesis after the word "Grantee".

III. EXCLUSIONS AND RESERVATIONS:

This conveyance is made subject to the following EXCLUSIONS and RESERVATIONS:

A. All water allocations derived from the Salinas aquifer shall remain with the GRANTOR ("the Government") consistent with the Agreement. With regard to the ultimate disposition of any water and water allocation rights, the GRANTOR ("the Government") shall cooperate with the GRANTEE ("Seaside"), other grantees of former Fort Ord property, the Monterey County Water Resources Agency (MCWRA), the Marina Coast Water District (MCWD), and the Fort Ord Reuse Authority (FORA) in seeking to ensure that GRANTEE ("Seaside") and its successors and assigns, will continue to be provided an equitable supply of the water at the former Ford Ord.

B. With regard to the ultimate disposition of any rights or interests the GRANTOR ("the Government") has in wastewater discharge rights provided by the Monterey Regional Water Pollution Control Agency (MRWPCA), the GRANTOR ("the Government") shall cooperate with GRANTEE ("Seaside") in accordance with the Agreement, other grantees of property at Ford Ord, the MRWPCA, the MCWD, and FORA in seeking to ensure that GRANTEE ("Seaside") and all other Fort Ord grantees

will continue to enjoy equitable utilization of the existing sewerage treatment capacity, including existing connections to the Ford Ord sewerage collection system.

C. The GRANTOR (“the Government”) retains ownership to all Government-owned main trunk sewer and water utility distribution systems traversing the Property to serve other portions of the former Ft. Ord.

D. The GRANTOR (“the Government”) reserves assignable nonexclusive easements and right-of-way, 15 feet in width, in, on, over and across the Property and centered on the existing utility distribution systems owned and retain by GRANTOR (“the Government”) at the time of this conveyance and located on the Property. Said easements and rights-of-way shall be for the purpose of locating, construction, operating, maintaining, altering, repairing and patrolling utility systems together with the right to trim, cut, fell and remove therefrom, consistent with the Installation-Wide Multispecies Habitat Management Plan and applicable law governing protection of endangered species, all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the easements and right-of-way; reserving, however, to GRANTEE (“Seaside”) and its successors and assigns, the right to relocate the main trunk sewer and water utility distribution systems and such easements and rights-of-way at the expense of GRANTEE (“Seaside”) and its successors and assigns; and reserving the right to the GRANTEE (“Seaside”) to use and cross such easements and rights-of-way; however, such rights of GRANTEE (“Seaside”) are subject to existing easements and rights of ways.

E. The Property is taken by the GRANTEE (“Seaside”) subject to any and all valid and existing recorded outstanding liens, licenses, leases, easements, and any other encumbrances made for the purpose of roads, streets, utility systems, rights-of-way, pipelines, and/or covenants, exceptions, interests, liens, reservations, and agreements of record.

F. The GRANTOR (“the Government”) reserves a perpetual unassignable right to enter the Property for the specific purpose of treating or removing any unexploded shells, mines, bombs, or other such devices deposited or caused by the GRANTOR (“the Government”).

G. Access to USA Media Group, LLC, or its successor in interest, TV cable lines is reserved until expiration for its existing franchise agreement, November 19, 2005.

H. The reserved rights and easements set forth in this Section are subject to the following terms and conditions:

- 1. to comply with all applicable federal law and lawful existing regulations;*
- 2. to allow the occupancy and use by the GRANTEE (“Seaside”) its successors, assigns, permittees, or lessees of any part of the easement areas not actually occupied or required for the purpose of the full and safe utilization thereof by the GRANTOR (“the Government”), so long as such occupancy and use does not compromise the ability of the GRANTOR (“the Government”) to use the easements for their intended purposes, as set forth herein;*
- 3. that the easements granted shall be for the specific use described and may not be construed to include the further right to authorize any other use within the easements unless approved in writing by the fee holder of the land subject to the easement;*
- 4. that any transfer of the easements by assignment, lease, operating agreement, or otherwise must include language that the transferee agrees to comply with and be bound by the terms and conditions of the original grant;*
- 5. that, unless otherwise provided, no reservation or interest granted shall give the GRANTOR (“the Government”) any right to remove any material, earth, or stone for consideration or other purpose except as necessary in exercising its rights hereunder; and*

6. to restore any easement area so far as it is reasonably possible to do so upon abandonment or release of any easement as provided herein, unless this requirement is waived in writing by the GRANTEE ("Seaside");

I. GRANTOR ("the Government") reserves mineral rights that GRANTOR ("the Government") owns presently or may at a future date be determined to own, below 500 feet below the surface, with the right of surface entry in a manner that does not unreasonably interfere with GRANTEE's ("Seaside") development and quiet enjoyment of the Properties.

IV. TO HAVE AND TO HOLD the Property unto the GRANTEE ("Seaside") and its successors and assigns forever, provided that this Deed is made and accepted upon each of the following notices, covenants, restrictions, and conditions which shall be binding upon and enforceable against the GRANTEE ("Seaside"), its successors and assigns, in perpetuity, as follows:

V. "AS IS, WHERE IS"

The Parcel 1 Hayes Housing Property is conveyed in an "As Is, Where Is" condition without any representation, warranty or guarantee, except as required pursuant to applicable law or as otherwise stated in the Agreement or herein, by the GRANTEE ("Seaside") as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for allowance or deduction upon such grounds will be considered. There is no obligation on the part of the GRANTOR ("the Government") to make any alterations, repairs, or additions, and said GRANTOR ("the Government") shall not be liable for any latent or patent defects in the Property. This section shall not affect the GRANTOR's ("the Government") responsibility under CERCLA or Section VI herein.

VI. FEDERAL FACILITIES AGREEMENT (FFA)

By accepting this Deed, the GRANTEE ("Seaside") acknowledges that the GRANTEE ("Seaside") has read the Federal Facilities Agreement ("FFA"), and recognizes that, should any conflict arise between the terms of the FFA and the terms of this Deed, the FFA will take precedence. Notwithstanding any other provisions of this conveyance, the GRANTOR ("the Government") assumes no liability to the GRANTEE ("Seaside") should implementation of the FFA interfere with the GRANTEE's ("Seaside") use of the Property. GRANTOR ("the Government") shall give GRANTEE ("Seaside") reasonable notice of its actions required by the FFA and GRANTOR ("the Government") shall, consistent with the FFA, and at no additional cost to the GRANTOR ("the Government"), endeavor to minimize the disruption of the GRANTEE's ("Seaside"), its successors' and assigns' use of the Property. The GRANTEE ("Seaside") shall have no claim on account of any such interference against the GRANTOR ("the Government") or any officer, agent, employee, or contractor thereof.

VII. CERCLA COVENANTS, NOTICE, AND ENVIRONMENTAL REMEDIATION

A. Pursuant to Section 120(h)(3) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. Section 9601 et seq. ("CERCLA"), the Finding of Suitability to Transfer ("FOST") documents are attached as Exhibit B to the Deed; an Environmental Baseline Survey ("EBS") is referenced in the FOST and sets forth the existing environmental condition of the Property. The FOST sets forth the basis for the GRANTOR's ("the Government") determination that the Property is suitable for transfer. The GRANTEE ("Seaside") is hereby made aware of the notifications contained in the EBS and the FOST. The GRANTOR ("the Government") represents that the Property is environmentally suitable for transfer to GRANTEE ("Seaside") for the purposes identified in the Final Fort Ord Base Reuse Plan dated December 12, 1994, as amended on June 13, 1997, as approved by the Fort Ord Reuse Authority. If, after conveyance of the Property to GRANTEE ("Seaside"), there is an actual or threatened release of a hazardous substance on the Property, or in the event that a hazardous substance is discovered on the Property after the date of the conveyance, whether

or not such substance was set forth in the technical environmental reports, including the EBS, GRANTEE ("Seaside") or its successor or assigns shall be responsible for such release or newly discovered substance unless such release or such newly discovered substance was due to GRANTOR's ("the Government") activities, ownership, use, presence on, or occupation of the Property, or the activities of GRANTOR's ("the Government") contractors and/or agents. GRANTEE ("Seaside"), its successors and assigns, as consideration for the conveyance, agrees to release GRANTOR ("the Government") from any liability or responsibility for any claims arising out of or in any way predicated on release of any hazardous substance on the Property occurring after the conveyance, where such substance or product was placed on the property by GRANTEE ("Seaside"), or its agents or contractors, after the conveyance.

B. Based on the FOST, the Property has been assigned Department of Defense Environmental Condition Category I (areas where no release or disposal of hazardous substances or petroleum, products has occurred).

C. GRANTOR ("the Government") covenants that any additional remedial action due to the former activity on the Property by the GRANTOR ("the Government") found to be necessary after such date of transfer shall be performed by the United States unless the person or entity to whom the Property is transferred is a potentially responsible party under CERCLA with respect to the Property.

D. GRANTEE ("Seaside") covenants that the GRANTOR ("the Government"), its officers, agents, employees, contractors and subcontractors, in accordance with section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, reserves a right of access to any and all portions of the Property for purposes of environmental investigation, remediation, or other corrective actions found to be necessary after the date of the conveyance of the Property. The GRANTOR ("the Government") and the GRANTEE ("Seaside") agree to cooperate in good faith to minimize any conflict between necessary environmental investigation and remediation activities and GRANTEE's ("Seaside") or any Sublessee's operations. Any inspection, survey, investigation, or other response or remedial action will to the extent practicable, be coordinated with representatives designated by GRANTEE ("Seaside"). Pursuant to this reservation, the GRANTOR ("the Government") and its officers, agents, employees, contractors, subcontractors shall have the right (upon reasonable notice to the GRANTEE ("Seaside") or the then owner and any authorized occupant of the Property) to enter upon the Property, and perform surveys, drillings, test pitting, borings, data and/or record compilation, and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary under applicable authorities, including but not limited to installation of monitoring and extraction wells, and other treatment facility.

E. The GRANTOR ("the Government") covenants that upon completion of any removal or remediation action that removes the risk giving rise to any restriction on future use or any limitation of activities contained in a Deed or lease for the Property or in any other document relating to the Property, the GRANTOR ("the Government"), without any payment of funds by the United States, agrees to cooperate with the GRANTEE ("Seaside"), its successors or assigns, in any application, permit, easement or effort to obtain approval from appropriate Federal, state or local authorities for the purpose of removing any such restriction or limitation, which the GRANTEE ("Seaside"), its successors or assigns, shall seek to remove or eliminate.

F. The GRANTOR ("the Government") recognizes its obligation to hold harmless, defend, and indemnify the GRANTEE ("Seaside") and any successor, assignee, transferee, lender, or lessee of the GRANTEE ("Seaside"), or its successors and assigns, as required by Section 330 of the National Defense Authorization Act of 1993, as amended (Pub. L. No. 102-484), and to otherwise meet its obligations under Federal law.

VII. NOTICE OF THE PRESENCE OF ASBESTOS

A. The GRANTEE ("Seaside") is hereby informed and does acknowledge that friable and nonfriable asbestos or asbestos-containing material ("ACM") have been found on the Property, as

described more fully in the Final EBS, associated Asbestos Survey Reports of the Former Fort Ord and the attached FOST for the Property (Exhibit "B"). To the best of GRANTOR's ("the Government") knowledge, the ACM on the Property does not currently pose a threat to human health or the environment.

B. The GRANTEE ("Seaside") covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos; and that the GRANTOR ("the Government") assumes no liability for future remediation of asbestos or damages for personal injury, illness, disability, or death, to the GRANTEE ("Seaside"), its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property after the date of this Deed, whether the GRANTEE ("Seaside"), its successors or assigns have properly warned or failed to properly warn the individual(s) injured. The GRANTEE ("Seaside") assumes no liability for damages or remediation for personal injury, illness, disability, death or property damage arising from (i) any exposure to asbestos or ACM that resulted prior to the GRANTOR's ("the Government") conveyance of such portion of the Property to the GRANTEE ("Seaside") pursuant to this Deed or any leases entered into between the GRANTOR ("the Government") and GRANTEE ("Seaside"), or (ii) any disposal of asbestos or ACM prior to the GRANTOR's ("the Government") conveyance of the Property to the GRANTEE ("Seaside").

C. The GRANTEE ("Seaside") acknowledges that it has had the opportunity to inspect the Property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The failure of the GRANTEE ("Seaside") to inspect or be fully informed as to the asbestos condition of all or any portion of the Property will not constitute grounds for any claim or demand against the United States.

D. The GRANTEE ("Seaside"), its successors and assigns are hereby informed that unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration ("OSHA") and the EPA regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

E. The GRANTEE ("Seaside") further agrees to indemnify and hold harmless the GRANTOR ("the Government"), its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of or in any manner predicated upon, exposure to asbestos on any portion of the Parcel 1 Hayes Housing Property after this conveyance of the Parcel 1 Hayes Housing Property to the GRANTEE ("Seaside") or any future remediation or abatement of asbestos or the need therefor. The GRANTEE's ("Seaside") obligation hereunder shall apply whenever the United States incurs costs or liabilities for actions giving rise to liability under this section.

IX. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT

A. The GRANTEE ("Seaside") and its successors and assigns are hereby informed and acknowledge that buildings on the Property, constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. GRANTEE ("Seaside"), its successors and assigns are hereby informed that lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based

paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. "Residential Real Property" means dwelling units, common areas, building exterior surfaces, and any surrounding land, including outbuildings, fences and play equipment affixed to the land, available for use by residents but not including land used for agricultural, commercial, industrial, or other non-residential purposes, and not including paint on the pavement of parking lots, garages, or roadways and buildings visited regularly by the same child, six years of age or under, on at least two difference days within any week, including day-care centers, preschools and kindergarten classrooms.

B. Available information concerning known lead-based paint and/or lead-based paint hazards, the location of lead-based paint or lead-based paint hazards, and the condition of painted surfaces is contained in the Environmental Baseline Survey and (for residential properties) the lead based paint risk assessment, which have been provided to the GRANTEE ("Seaside"). Additionally, the federally approved pamphlet on lead poisoning prevention and the FOST have been provided to the GRANTEE ("Seaside"). The GRANTEE ("Seaside") hereby acknowledges receipt of all of the information described in this Paragraph.

C. The GRANTEE ("Seaside"), its successors and assigns, covenants and agrees that they shall not permit the occupancy or use of any buildings or structures located on the Property, which were constructed or rehabilitated prior to 1978, as residential property without complying with this Paragraph IX NOTICE OF THE PRESENCE OF LEAD-BASED PAINT and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards.

D. The GRANTEE ("Seaside") covenants that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Property without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of Residential Real Property, if required by law or regulation, the GRANTEE ("Seaside"), its successors and assigns, at its sole expense, will: (i) inspect for the presence of lead-based paint and/or lead-based paint hazards; (ii) abate and eliminate lead-based paint hazards in accordance with all applicable laws and regulations, and (iii) comply with all applicable notice and disclosure requirements under applicable federal and state law. The GRANTEE ("Seaside") agrees to be responsible for all remediation of lead-based paint or lead-based paint hazards found to be necessary on the Property after the conveyance to the GRANTEE ("Seaside").

E. The GRANTOR ("the Government") assumes no liability for remediation or damages for personal injury, illness, disability, or death, to the GRANTEE ("Seaside"), its successors and assigns, sublessees or to any other person, including members of the general public, arising from or incident to lead-based paint located on the Property. The GRANTEE ("Seaside") further agrees to indemnify and hold harmless the GRANTOR ("the Government"), its officers, agents and employees, from and against all suits, claims, demands, or actions, liabilities, judgments, costs and attorneys' fees arising out of or in a manner predicated upon remediation, personal injury, death or property damage resulting from, related to, caused by or arising out of lead-based paint on the Property. The GRANTEE's ("Seaside") obligation hereunder shall apply whenever the United States of America incurs costs or liabilities for actions giving rise to liability under this section. However, the GRANTEE ("Seaside") assumes no liability or obligation to indemnify for (i) remediation or damages for personal injury, illness, disability or death suffered or incurred by the GRANTOR ("the Government"), its officers, agents, and employees or by any other person, including members of the general public, arising from any exposure of any person to lead-based paint on any portion of the Property occurring prior to the date of conveyance of such portion of the Property to GRANTEE ("Seaside"), or (ii) any failure of the GRANTOR ("the Government") to comply with any legal requirements applicable to lead-based paint conditions on any portion of the Property prior to the GRANTOR's ("the Government") conveyance of such portion of the Property to the GRANTEE ("Seaside") pursuant to the Agreement, or (iii) any lead-based paint or lead-based paint hazards which were located on the Property at any time prior to the date of the GRANTOR's ("the Government") transfer of the applicable portion of the Property but are no longer located thereon at the time of such lease or transfer, or (iv) any disposal, prior to the GRANTOR's ("the Government")

transfer of the applicable portion of the Property but are no longer located thereon at the time of such lease or transfer, or (iv) any disposal, prior to the GRANTOR's ("the Government") transfer of the applicable portion of the Property, of any lead-based paint or material contaminated by lead-based paint.

F. The GRANTEE's ("Seaside") obligation hereunder shall apply whenever the United States of America incurs costs or liabilities for actions giving rise to liability under this section.

G. The covenants, restrictions, and requirements of this Paragraph shall be binder upon the GRANTEE ("Seaside"), its successors and assigns, and shall be deemed to run with the land.

X. NOTICE OF THE POTENTIAL FOR THE PRESENCE OF PESTICIDES AND COVENANT

A. The GRANTEE ("Seaside") is hereby informed that pesticides may be present on the Property, the presence of pesticides does not currently pose a threat to human health or the environment, and the use and application of any pesticide product by the GRANTOR ("the Government") was in accordance with its intended purpose, and in accordance with CERCLA § 107 (i), which states:

"No person (including the United States or any State or Indian tribe) may recover under the authority of this section for any response costs or damages resulting from the application of a pesticide product registered under the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. 136 et seq.). Nothing in this paragraph shall affect or modify in any way the obligations or liability of any person under any other provision of State or Federal law, including common law, for damages, injury, or loss resulting from a release of any hazardous substance or for removal or remedial action or the costs of removal or remedial action of such hazardous substance."

B. Pesticides used on the Property are listed in the attached FOST (Exhibit "B"). Upon request, the GRANTOR ("the Government") agrees to furnish to the GRANTEE ("Seaside") any and all records in its possession related to the use of the pesticides necessary for the continued compliance by the GRANTEE ("Seaside") with applicable laws and regulations related to the use of pesticides.

C. The GRANTEE ("Seaside") covenants and agrees that its continued possession, potential use and continued management of the Property, including any demolition of structures, will be in compliance with all applicable laws relating to hazardous substance/pesticides and hazardous wastes. However, the GRANTEE ("Seaside") assumes no liability for (i) remediation or damages for personal injury, illness, disability, or death suffered or incurred by the GRANTOR ("the Government"), its officers, agents and employees or any other person, including members of the general public, arising from any exposure of any person to Pesticides on any portion of the Property occurring prior to the date of conveyance of such portion of the Property to the GRANTEE ("Seaside") or (ii) any failure of GRANTOR ("the Government") to comply with any legal requirements applicable to Pesticides on any portion of the Property prior to the GRANTOR's ("the Government") conveyance of such portion of the Property to the GRANTEE ("Seaside") pursuant to the Agreement, or (iii) any Pesticides or Pesticide hazards which were located on the Property at any time prior to the dated of the GRANTOR's ("the Government") transfer of the applicable portion of the Property but are no longer located thereon at the time of such lease or transfer, or (iv) any disposal prior to the GRANTOR's ("the Government") transfer of the applicable portion of the Property, of any Pesticides or materials contaminated by Pesticides.

XI. POLYCHLORINATED BIPHENYLS ("PCBs")

A. The GRANTEE ("Seaside") is hereby informed that PCBs may be present in light fixtures ballasts found in buildings on the Property.

B. The GRANTOR ("the Government") shall assume no liability for remediation or damages for personal injury, illness or disability or death to the GRANTEE ("Seaside"), its successors or assigns, sublessees or to any other person, including members of the general public, arising from or

incident to PCBs located on the Property. The GRANTEE ("Seaside") further agrees to indemnify and hold harmless the GRANTOR ("the Government"), its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of or in any manner predicated upon, remediation, personal injury, death or property damage resulting from, related to, caused by or arising out of PCBs on the Property. The GRANTEE's ("Seaside") obligation hereunder shall apply whenever the United States incurs costs or liabilities for actions giving rise to liability under this section. However, the GRANTEE ("Seaside") assumes no liability or obligation to indemnify for (i) remediation or damages for personal injury, illness, disability, or death suffered or incurred by the GRANTOR ("the Government"), its officers, agents and employees or any other person, including members of the general public, arising from any exposure of any person to PCB's on any portion of the Property occurring prior to the date of conveyance of such portion of the Property to the GRANTEE ("Seaside") or (ii) any failure of GRANTOR ("the Government") to comply with any legal requirements applicable to PCBs on any portion of the Property prior to the GRANTOR's ("the Government") conveyance of such portion of the Property to the GRANTEE ("Seaside") pursuant to the Agreement, or (iii) any PCBs or PCB hazards which were located on the Property at any time prior to the dated of the GRANTOR's ("the Government") transfer of the applicable portion of the Property but are no longer located thereon at the time of such lease or transfer, or (iv) any disposal prior to the GRANTOR's ("the Government") transfer of the applicable portion of the Property, of any PCBs or materials contaminated by PCBs.

C. The GRANTEE ("Seaside") covenants and agrees that its continued possession, potential use and continued management of the Property, including nay demolition of structures, will be in compliance with all applicable laws relating to hazardous materials/PCBs and hazardous wastes.

XII. ORDNANCE AND EXPLOSIVES (OE)

The former Fort Ord is a former military installation with a history of OE use and, therefore, there is potential for OE to be present on the Property. An archival search conducted during compilation of the Fort Ord Comprehensive Environmental Response Facilitation Act (CERFA) Report found no evidence of OE within the Property. In the event the GRANTEE ("Seaside"), its successors, and assigns, should discover any ordnance on the Property, it shall not attempt to remove or destroy it, but shall immediately notify the local Police Department and the Directorate of Law Enforcement at the Presidio of Monterey and competent GRANTOR ("the Government") or GRANTOR ("the Government") designated explosive ordnance personnel will be dispatched promptly to dispose of such ordnance at no expense to the GRANTEE ("Seaside"), whenever OE may be discovered.

XII. ENDANGERED SPECIES

The GRANTEE ("Seaside"), its assigns, or successors shall comply with the requirements, if any and if applicable, of the Installation-Wide Multispecies Habitat Management Plan ("HMP") for Former Fort Ord, California.

A. The Property is within Habitat Management Plan (HMP) Development Areas. No resource conservation requirements are associated with the HMP for these parcels. However, small pockets of habitat may be preserved within and around the Property.

B. The Biological Opinion identifies sensitive biological resources that may be salvaged for use in restoration activities within reserve areas, and allows for development of the Parcels.

C. The HMP does not exempt the GRANTEE ("Seaside") from complying with environmental regulations enforced by federal, state, or local agencies. These regulations could include obtaining the Endangered Species Act ("ESA") (16 U.S.C. §§ 1531-1544 et seq.) Section 7 or Section 10(a) permits from the U.S. Fish and Wildlife Service ("USFWS"); complying with prohibitions against take of listed animals under ESA Section 9, complying with prohibitions against the removal of listed plants occurring on federal lands or the destruction of listed plants in violation of any state laws;

complying with measures for conservation of state-listed threatened and endangered species and other special-status species recognized by California Department of Fish and Game (DFG) under the California ESA, or California Environmental Quality Act (CEQA); and, complying with local land use regulations and restrictions.

D. The HMP serves as a management plan for both listed and candidate species, and is a prelisting agreement between the USFWS and the local jurisdiction for candidate species that may need to be listed because of circumstances occurring outside the area covered by the HMP.

E. Implementation of the HMP would be considered suitable mitigation for impacts to HMP species within HMP prevalent areas and would facilitate the USFWS procedures to authorize incidental take of these species by participating entities as required under ESA Section 10. No further mitigation will be required to allow development on the Property unless species other than the HMP target species are proposed for listing or are listed.

F. The HMP does not authorize incidental take of any species listed as threatened or endangered under the ESA by entities acquiring land at the former Fort Ord. The USFWS has recommended that all nonfederal entities acquiring land at former Fort Ord apply for ESA Section 10(a)(1)(B) incidental take permits for the species covered in the HMP. The definition of "take" under the ESA includes to harass, harm, hunt, shoot, wound, pursue, kill, trap, capture, or collect, or attempt to engage in any such conduct. Although the USFWS will not require further mitigation from entities that are in conformance with the HMP, those entities without incidental take authorization would be in violation of the ESA if any of their actions resulted in the take of a listed animal species. To apply for a Section 10(a)(1)(B) incidental take permit, an entity must submit an application form (Form 3-200), a complete description of the activity sought to be authorized, the common and scientific names of the species sought to be covered by the permit, and a conservation plan (50 CFR 17.22[b]).

G. The GRANTEE ("Seaside") acknowledges that it has signed the HMP dated April 1997, and will cooperate with adjacent property owners in implementing mitigation requirements identified in the HMP for adjacent sensitive habitat areas.

XIV. AIR NAVIGATION RESERVATION AND RESTRICTIONS

The Monterey Airport and the former Fritzsche Airfield now known as the Marina Municipal Airport are in close proximity of the Property. Accordingly, in coordination with the Federal Aviation Administration, the GRANTEE ("Seaside"), covenants and agrees, on behalf of itself, its successors and assigns and every successor in interest to the Property wherein described, or any part thereof that, when applicable, there will be no construction or alteration unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with Title 14, Code of Federal Regulations, Part 77, entitled, Objects Affecting Navigable Airspace, or under the authority of the Federal Aviation Act of 1968, as amended.

XV. ENFORCEMENT AND NOTICE REQUIREMENT

A. The provisions of this Deed benefit the governments of the United States of America, the State of California, acting on behalf of the public in general, the local governments, and the lands retained by the GRANTOR ("the Government") and, therefore, are enforceable, by resort to specific performance or legal process by the United States, the State of California, the local governments, and by the GRANTEE ("Seaside"), and its successors and assigns. Enforcement of this Deed shall be at the discretion of the parties entitled to enforcement hereof, and any forbearance, delay or omission to exercise their rights under this Deed in the event of a breach of any term of this Deed, shall not be deemed to be a waiver by any such party of such term or of any subsequent breach of the same or any other terms, or of any of the rights of said parties under this Deed. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. The enforcement rights set forth in this deed against the GRANTEE ("Seaside"), or its successors and assigns, shall only

apply with respect to the Property conveyed herein and held by such GRANTEE (“Seaside”), its successors or assigns, and only with respect to matters occurring during the period of time such GRANTEE (“Seaside”), its successors or assigns, owned or occupied such Property or any portion thereof.

B. The GRANTEE (“Seaside”), its successors or assigns, shall neither transfer the Property, nor any portion thereof nor grant any interest, privilege, or license whatsoever in connection with the Property without the inclusion, to the extent applicable to the Property or any portion thereof, of the environmental protection provisions contained in Paragraphs, Exclusions and Reservations, CERCLA Covenants, Notices and Environmental Remediation; Notice of the Presence of Asbestos, Notice of the Presence of Lead-Based Paint; Notice of the Potential for the Presence of Pesticides and Covenant, Polychlorinated Biphenyls (PCBs), Ordnance and Explosives; Endangered Species, Air Navigation Reservation and Restrictions, and Enforcement and Notice Requirement, and shall require the inclusion, to the extent applicable, of such environmental protection provisions in all further deeds, transfers, leases, or grant of any interest, privilege, or license.

C. The obligations imposed in this Paragraph upon the successors or assigns of GRANTEE (“Seaside”) shall only extend to the property conveyed to any such successor or assign.

XVI. NOTICE OF NON-DISCRIMINATION

With respect to activities related to the Property, the GRANTEE (“Seaside”) covenants for itself, its successors and assigns, that the GRANTEE (“Seaside”), and such successors and assigns, shall not discriminate upon the basis of race, color, religion, sex, age, handicap, or national origin in the use, occupancy, sale or lease of the Property, or in their employment practices conducted thereon in violation of the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. Section 2000d); the Age Discrimination Act of 1975 (42 U.S.C. Section 6102); and the Rehabilitation Act of 1973, as amended, (29 U.S.C. Section 794). The GRANTOR (“the Government”) shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed, and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

[SIGNATURE ON IMMEDIATELY FOLLOWING PAGE]

Executed this _____ day of _____, 2019.

GRANTOR:

City of Seaside,
a California Municipal Corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

PLEASE NOTARIZE ALL SIGNATURES

Project: _____

Title Company: _____

Title Report No. _____

CERTIFICATE OF ACCEPTANCE
GOVERNMENT CODE SECTION 27281

This is to certify acceptance of the interests conveyed by the foregoing Grant of Easements from City of Seaside, a California Municipal Corporation, to Marina Coast Water District, a county water district and political subdivision of the State of California ("MCWD") and consent by MCWD to recordation of this Grant of Easements by its duly authorized member, pursuant to the authorization and consent MCWD granted on _____.

Dated this ___ day of _____, 20___, at Marina, California.

MARINA COAST WATER DISTRICT,
a county water district and political subdivision
of the State of California

By: _____
Name: Keith Van Der Maaten
Title: General Manager

ALL PURPOSE ACKNOWLEDGEMENT

State of California)
)
County of Monterey)

On _____, before me, Paula Riso, a Notary Public in and for said State, personally appeared Keith Van Der Maaten, General Manager, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT ' ___ '

LEGAL DESCRIPTION OF AN EASEMENT FOR SANITARY SEWER & UTILITY PURPOSES

Certain real property in the City of Seaside, County of Monterey, State of California, being a portion of Parcel B as shown on the map entitled "Tract 1396 – Seaside Highlands Phase 1" filed for record August 22, 2003 in Volume 22 of Cities and Towns at Page 33 in the office of the County Recorder of said county, described as follows:

A strip of land, 20.00 feet wide, lying 10.00 feet on each side of the following described centerline

Beginning at the southwesterly terminus of the curve labeled as C20 on the northwesterly boundary of said Parcel B, as said curve is annotated on Sheet 13 of said map (being also on the southeasterly line of Monterey Road (Parcel 5) as shown on the map filed for record January 2, 2003 in Volume 26 of Surveys at Page 28, in the office of the County Recorder of said County); thence

- 1) South 56°30'00" East, 35.00 feet to a point hereinafter referred to for convenience as Point 'A'; thence
- 2) North 53°30'00" East, 186.50 feet; thence
- 3) North 8°30'00" East, 119.36 feet, more or less, to a point on the northwesterly boundary of said Parcel B, and the terminus of said strip.

The sidelines at the beginning and the terminus of said strip are to be extended or shortened so as to terminate on said northwesterly boundary of said Parcel B.

TOGETHER WITH

A strip of land, 20.00 feet wide, lying 10.00 feet on each side of the following described centerline

Beginning at the hereinabove described Point 'A'; thence

- 1) South 56°30'00" East, 10.00 feet; thence
- 2) South 40°30'00" West, 76.31 feet, more or less, to a point on the northeasterly sideline of an existing sanitary sewer easement as shown on said map filed in Volume 22 of Cities and Towns at Page 33 and the terminus of said strip.

The sidelines at the terminus of said strip are to be extended so as to terminate on the northeasterly sideline of said existing sanitary sewer easement shown on said map.

Containing 0.192 acres, more or less.

As shown on the plat attached hereto and made a part hereof.

PREPARED BY:
WHITSON ENGINEERS

 11/14/2019

RICHARD P. WEBER, LS
L.S. No. 8002

DATE

JOB. No. 3675.03



CENTERLINE OF 30'-WIDE
GAS LINE EASEMENT
PER REEL 810, PAGE 669

STATE ROUTE 1

MONTEREY ROAD
(PARCEL 5, VOL. 26 SUR. PG. 28)

TERMINUS

N8°30'00"E 119.36'

N53°30'00"E 186.50'

20'

POINT OF BEGINNING:
SW TERMINUS OF
COURSE #20
SHEET 13, 22 C&T 33

POINT 'A'

PARCEL B
VOL. 22 C&T PG. 33

35.00'
S56°30'00"E
45.00'

10'

PROPOSED 40' X 40'
LIFT STATION EASEMENT TO
BE DESCRIBED SEPARATELY

S40°30'00"W 76.31'

20'

CENTERLINE OF DESCRIBED
20'-WIDE STRIP

TERMINUS

CENTERLINE OF 15'-WIDE
SANITARY SEWER EASEMENT
PER VOL. 22 C&T PG. 33



SCALE: 1" = 40'

PLAT TO ACCOMPANY DESCRIPTION

OF AN EASEMENT FOR SANITARY SEWER AND UTILITIES
(A PORTION OF PARCEL B, VOLUME 22 CITIES & TOWNS, PAGE 33)

CITY OF SEASIDE, CALIFORNIA
OCTOBER 28, 2019



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

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

The undersigned grantor declares: (Space Above For Recorder's Use)

Documentary Transfer Tax exempt
Pursuant to Section 11932 of the
Revenue and Taxation Code

GRANT OF EASEMENTS

This Grant of Easements, dated this _____ day of _____, 20____, is made by City of Seaside, a California Municipal Corporation, ("**Grantor**") in favor of Marina Coast Water District, a county water district and political subdivision of the State of California ("**Grantee**").

A. Pursuant to Section 2859 of Public Law 104-106, the United States of America ("Government") conveyed to the City of Seaside ("Seaside") the property that is the subject of this Easement ("Property") by Quitclaim Deed ("Government Deed"), reserving to the Government certain exclusions, restrictions, stipulations and covenants, and burdening Seaside with certain obligations, said deed duly recorded on July 25, 2002 in the County of Monterey, Office of the County Recorder, as Document No. 2002068592;

B. Seaside conveyed to K&B Bakewell Seaside Venture, LLC, its interest in the Property by quitclaim deed, reserving to the Government and Seaside certain exclusions, restrictions, stipulations and covenants, and burdening Grantor with certain obligations, said deed duly recorded on July 2, 2002 in the County of Monterey, Office of the County Recorder, as Document No. 2002068594;

C. K&B Bakewell Seaside Venture, LLC, dedicated Parcel B of the Property to Seaside on the map entitled "Tract 1396 – Seaside Highlands Phase 1" filed for record August 22, 2003 in Volume 22 of Cities and Towns at Page 33 in the County of Monterey, Office of the County Recorder;

D. Grantee desires to receive an easement over said land and Grantor has agreed to grant to Grantee such easement as hereinafter set forth.

NOW, THEREFORE, for valuable consideration, Grantor hereby grants and conveys to Grantee, its successors and assigns, a non-exclusive easement for the purposes of installation, inspection, replacement, maintenance and removal of a sanitary sewer lift station (the "Utility") on, over, under, across and along that Property located in the County of Monterey, State of California, as more particularly described on Exhibit A attached hereto (the "Easement Property").

Grantee hereby agrees that utility structures or improvements shall be constructed in such a manner as to limit the potential visual impacts by incorporating and maintaining landscaping and other appropriate structures, such as fencing, as may be directed by the Grantor.

Grantor hereby agrees that no permanent structures or improvements shall be built on the Easement Property.

Grantee shall indemnify, defend and hold the Grantor harmless from any and all claims, damage or expense arising out of the actions or omissions of the Grantee, its agents and employees with respect to the installation, operation, maintenance, repair or removal of the Utility described above.

Grantor agrees for itself and its heirs and assigns that the Utility on the Easement Property shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with said Utilities and shall have free access to said Utility and every part thereof, at all times for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said Easement Property, Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical.

In its transfer of the Property to Seaside, the Government provided certain information regarding the environmental condition of the Property. That same information was provided by FORA in its conveyance to Grantor. Pursuant to the Government Deed, Grantor is required to provide to any grantee of an interest in the Property the environmental protection provisions contained in the Government Deed. The Grantor has no knowledge regarding the accuracy or adequacy of such information.

The italicized information below is copied verbatim (except as discussed below) from the FORA deed conveying the Property to the Grantor. The Grantee hereby acknowledges and assumes all responsibilities with regard to the Property placed upon the Grantor under the terms of the aforesaid Government deed to Grantor and Grantor grants to Grantee all benefits with regard to the Property under the terms of the aforesaid Government Deed. Within the italicized information only, the term "Grantor" shall mean the Government, and the term "Grantee" shall mean the City of Seaside; to avoid confusion, the words "the Government" have been added in parenthesis after the word "Grantor", and "Seaside" has been added in parenthesis after the word "Grantee".

III. EXCLUSIONS AND RESERVATIONS:

This conveyance is made subject to the following EXCLUSIONS and RESERVATIONS:

A. All water allocations derived from the Salinas aquifer shall remain with the GRANTOR ("the Government") consistent with the Agreement. With regard to the ultimate disposition of any water and water allocation rights, the GRANTOR ("the Government") shall cooperate with the GRANTEE ("Seaside"), other grantees of former Fort Ord property, the Monterey County Water Resources Agency (MCWRA), the Marina Coast Water District (MCWD), and the Fort Ord Reuse Authority (FORA) in seeking to ensure that GRANTEE ("Seaside") and its successors and assigns, will continue to be provided an equitable supply of the water at the former Ford Ord.

B. *With regard to the ultimate disposition of any rights or interests the GRANTOR (“the Government”) has in wastewater discharge rights provided by the Monterey Regional Water Pollution Control Agency (MRWPCA), the GRANTOR (“the Government”) shall cooperate with GRANTEE (“Seaside”) in accordance with the Agreement, other grantees of property at Ford Ord, the MRWPCA, the MCWD, and FORA in seeking to ensure that GRANTEE (“Seaside”) and all other Fort Ord grantees will continue to enjoy equitable utilization of the existing sewerage treatment capacity, including existing connections to the Ford Ord sewerage collection system.*

C. *The GRANTOR (“the Government”) retains ownership to all Government-owned main trunk sewer and water utility distribution systems traversing the Property to serve other portions of the former Ft. Ord.*

D. *The GRANTOR (“the Government”) reserves assignable nonexclusive easements and right-of-way, 15 feet in width, in, on, over and across the Property and centered on the existing utility distribution systems owned and retain by GRANTOR (“the Government”) at the time of this conveyance and located on the Property. Said easements and rights-of-way shall be for the purpose of locating, construction, operating, maintaining, altering, repairing and patrolling utility systems together with the right to trim, cut, fell and remove therefrom, consistent with the Installation-Wide Multispecies Habitat Management Plan and applicable law governing protection of endangered species, all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the easements and right-of-way; reserving, however, to GRANTEE (“Seaside”) and its successors and assigns, the right to relocate the main trunk sewer and water utility distribution systems and such easements and rights-of-way at the expense of GRANTEE (“Seaside”) and its successors and assigns; and reserving the right to the GRANTEE (“Seaside”) to use and cross such easements and rights-of-way; however, such rights of GRANTEE (“Seaside”) are subject to existing easements and rights of ways.*

E. *The Property is taken by the GRANTEE (“Seaside”) subject to any and all valid and existing recorded outstanding liens, licenses, leases, easements, and any other encumbrances made for the purpose of roads, streets, utility systems, rights-of-way, pipelines, and/or covenants, exceptions, interests, liens, reservations, and agreements of record.*

F. *The GRANTOR (“the Government”) reserves a perpetual unassignable right to enter the Property for the specific purpose of treating or removing any unexploded shells, mines, bombs, or other such devices deposited or caused by the GRANTOR (“the Government”).*

G. *Access to USA Media Group, LLC, or its successor in interest, TV cable lines is reserved until expiration for its existing franchise agreement, November 19, 2005.*

H. *The reserved rights and easements set forth in this Section are subject to the following terms and conditions:*

1. *to comply with all applicable federal law and lawful existing regulations;*
2. *to allow the occupancy and use by the GRANTEE (“Seaside”) its successors, assigns, permittees, or lessees of any part of the easement areas not actually occupied or required for the purpose of the full and safe utilization thereof by the GRANTOR (“the Government”), so long as such occupancy and use does not compromise the ability of the GRANTOR (“the Government”) to use the easements for their intended purposes, as set forth herein;*
3. *that the easements granted shall be for the specific use described and may not be construed to include the further right to authorize any other use within the easements unless approved in writing by the fee holder of the land subject to the easement;*

4. that any transfer of the easements by assignment, lease, operating agreement, or otherwise must include language that the transferee agrees to comply with and be bound by the terms and conditions of the original grant;

5. that, unless otherwise provided, no reservation or interest granted shall give the GRANTOR ("the Government") any right to remove any material, earth, or stone for consideration or other purpose except as necessary in exercising its rights hereunder; and

6. to restore any easement area so far as it is reasonably possible to do so upon abandonment or release of any easement as provided herein, unless this requirement is waived in writing by the GRANTEE ("Seaside");

I. GRANTOR ("the Government") reserves mineral rights that GRANTOR ("the Government") owns presently or may at a future date be determined to own, below 500 feet below the surface, with the right of surface entry in a manner that does not unreasonably interfere with GRANTEE's ("Seaside") development and quiet enjoyment of the Properties.

IV. TO HAVE AND TO HOLD the Property unto the GRANTEE ("Seaside") and its successors and assigns forever, provided that this Deed is made and accepted upon each of the following notices, covenants, restrictions, and conditions which shall be binding upon and enforceable against the GRANTEE ("Seaside"), its successors and assigns, in perpetuity, as follows:

V. "AS IS, WHERE IS"

The Parcel 1 Hayes Housing Property is conveyed in an "As Is, Where Is" condition without any representation, warranty or guarantee, except as required pursuant to applicable law or as otherwise stated in the Agreement or herein, by the GRANTEE ("Seaside") as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for allowance or deduction upon such grounds will be considered. There is no obligation on the part of the GRANTOR ("the Government") to make any alterations, repairs, or additions, and said GRANTOR ("the Government") shall not be liable for any latent or patent defects in the Property. This section shall not affect the GRANTOR's ("the Government") responsibility under CERCLA or Section VI herein.

VI. FEDERAL FACILITIES AGREEMENT (FFA)

By accepting this Deed, the GRANTEE ("Seaside") acknowledges that the GRANTEE ("Seaside") has read the Federal Facilities Agreement ("FFA"), and recognizes that, should any conflict arise between the terms of the FFA and the terms of this Deed, the FFA will take precedence. Notwithstanding any other provisions of this conveyance, the GRANTOR ("the Government") assumes no liability to the GRANTEE ("Seaside") should implementation of the FFA interfere with the GRANTEE's ("Seaside") use of the Property. GRANTOR ("the Government") shall give GRANTEE ("Seaside") reasonable notice of its actions required by the FFA and GRANTOR ("the Government") shall, consistent with the FFA, and at no additional cost to the GRANTOR ("the Government"), endeavor to minimize the disruption of the GRANTEE's ("Seaside"), its successors' and assigns' use of the Property. The GRANTEE ("Seaside") shall have no claim on account of any such interference against the GRANTOR ("the Government") or any officer, agent, employee, or contractor thereof.

VII. CERCLA COVENANTS, NOTICE, AND ENVIRONMENTAL REMEDIATION

A. Pursuant to Section 120(h)(3) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. Section 9601 et seq. ("CERCLA"), the Finding of Suitability to Transfer ("FOST") documents are attached as Exhibit B to the Deed; an Environmental Baseline Survey ("EBS") is referenced in the FOST and sets forth the existing environmental condition of the Property. The FOST sets forth the basis for the GRANTOR's ("the Government") determination

that the Property is suitable for transfer. The GRANTEE ("Seaside") is hereby made aware of the notifications contained in the EBS and the FOST. The GRANTOR ("the Government") represents that the Property is environmentally suitable for transfer to GRANTEE ("Seaside") for the purposes identified in the Final Fort Ord Base Reuse Plan dated December 12, 1994, as amended on June 13, 1997, as approved by the Fort Ord Reuse Authority. If, after conveyance of the Property to GRANTEE ("Seaside"), there is an actual or threatened release of a hazardous substance on the Property, or in the event that a hazardous substance is discovered on the Property after the date of the conveyance, whether or not such substance was set forth in the technical environmental reports, including the EBS, GRANTEE ("Seaside") or its successor or assigns shall be responsible for such release or newly discovered substance unless such release or such newly discovered substance was due to GRANTOR's ("the Government") activities, ownership, use, presence on, or occupation of the Property, or the activities of GRANTOR's ("the Government") contractors and/or agents. GRANTEE ("Seaside"), its successors and assigns, as consideration for the conveyance, agrees to release GRANTOR ("the Government") from any liability or responsibility for any claims arising out of or in any way predicated on release of any hazardous substance on the Property occurring after the conveyance, where such substance or product was placed on the property by GRANTEE ("Seaside"), or its agents or contractors, after the conveyance.

B. Based on the FOST, the Property has been assigned Department of Defense Environmental Condition Category I (areas where no release or disposal of hazardous substances or petroleum, products has occurred).

C. GRANTOR ("the Government") covenants that any additional remedial action due to the former activity on the Property by the GRANTOR ("the Government") found to be necessary after such date of transfer shall be performed by the United States unless the person or entity to whom the Property is transferred is a potentially responsible party under CERCLA with respect to the Property.

D. GRANTEE ("Seaside") covenants that the GRANTOR ("the Government"), its officers, agents, employees, contractors and subcontractors, in accordance with section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, reserves a right of access to any and all portions of the Property for purposes of environmental investigation, remediation, or other corrective actions found to be necessary after the date of the conveyance of the Property. The GRANTOR ("the Government") and the GRANTEE ("Seaside") agree to cooperate in good faith to minimize any conflict between necessary environmental investigation and remediation activities and GRANTEE's ("Seaside") or any Sublessee's operations. Any inspection, survey, investigation, or other response or remedial action will to the extent practicable, be coordinated with representatives designated by GRANTEE ("Seaside"). Pursuant to this reservation, the GRANTOR ("the Government") and its officers, agents, employees, contractors, subcontractors shall have the right (upon reasonable notice to the GRANTEE ("Seaside") or the then owner and any authorized occupant of the Property) to enter upon the Property, and perform surveys, drillings, test pitting, borings, data and/or record compilation, and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary under applicable authorities, including but not limited to installation of monitoring and extraction wells, and other treatment facility.

E. The GRANTOR ("the Government") covenants that upon completion of any removal or remediation action that removes the risk giving rise to any restriction on future use or any limitation of activities contained in a Deed or lease for the Property or in any other document relating to the Property, the GRANTOR ("the Government"), without any payment of funds by the United States, agrees to cooperate with the GRANTEE ("Seaside"), its successors or assigns, in any application, permit, easement or effort to obtain approval from appropriate Federal, state or local authorities for the purpose of removing any such restriction or limitation, which the GRANTEE ("Seaside"), its successors or assigns, shall seek to remove or eliminate.

F. The GRANTOR ("the Government") recognizes its obligation to hold harmless, defend, and indemnify the GRANTEE ("Seaside") and any successor, assignee, transferee, lender, or lessee of the GRANTEE ("Seaside"), or its successors and assigns, as required by Section 330 of the National

Defense Authorization Act of 1993, as amended (Pub. L. No. 102-484), and to otherwise meet its obligations under Federal law.

VII. NOTICE OF THE PRESENCE OF ASBESTOS

A. The GRANTEE ("Seaside") is hereby informed and does acknowledge that friable and nonfriable asbestos or asbestos-containing material ("ACM") have been found on the Property, as described more fully in the Final EBS, associated Asbestos Survey Reports of the Former Fort Ord and the attached FOST for the Property (Exhibit "B"). To the best of GRANTOR's ("the Government") knowledge, the ACM on the Property does not currently pose a threat to human health or the environment.

B. The GRANTEE ("Seaside") covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos; and that the GRANTOR ("the Government") assumes no liability for future remediation of asbestos or damages for personal injury, illness, disability, or death, to the GRANTEE ("Seaside"), its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property after the date of this Deed, whether the GRANTEE ("Seaside"), its successors or assigns have properly warned or failed to properly warn the individual(s) injured. The GRANTEE ("Seaside") assumes no liability for damages or remediation for personal injury, illness, disability, death or property damage arising from (i) any exposure to asbestos or ACM that resulted prior to the GRANTOR's ("the Government") conveyance of such portion of the Property to the GRANTEE ("Seaside") pursuant to this Deed or any leases entered into between the GRANTOR ("the Government") and GRANTEE ("Seaside"), or (ii) any disposal of asbestos or ACM prior to the GRANTOR's ("the Government") conveyance of the Property to the GRANTEE ("Seaside").

C. The GRANTEE ("Seaside") acknowledges that it has had the opportunity to inspect the Property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The failure of the GRANTEE ("Seaside") to inspect or be fully informed as to the asbestos condition of all or any portion of the Property will not constitute grounds for any claim or demand against the United States.

D. The GRANTEE ("Seaside"), its successors and assigns are hereby informed that unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration ("OSHA") and the EPA regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

E. The GRANTEE ("Seaside") further agrees to indemnify and hold harmless the GRANTOR ("the Government"), its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of or in any manner predicated upon, exposure to asbestos on any portion of the Parcel 1 Hayes Housing Property after this conveyance of the Parcel 1 Hayes Housing Property to the GRANTEE ("Seaside") or any future remediation or abatement of asbestos or the need therefor. The GRANTEE's ("Seaside") obligation hereunder shall apply whenever the United States incurs costs or liabilities for actions giving rise to liability under this section.

IX. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT

A. The GRANTEE ("Seaside") and its successors and assigns are hereby informed and acknowledge that buildings on the Property, constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. GRANTEE ("Seaside"), its successors and assigns are hereby informed that

lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. "Residential Real Property" means dwelling units, common areas, building exterior surfaces, and any surrounding land, including outbuildings, fences and play equipment affixed to the land, available for use by residents but not including land used for agricultural, commercial, industrial, or other non-residential purposes, and not including paint on the pavement of parking lots, garages, or roadways and buildings visited regularly by the same child, six years of age or under, on at least two difference days within any week, including day-care centers, preschools and kindergarten classrooms.

B. Available information concerning known lead-based paint and/or lead-based paint hazards, the location of lead-based paint or lead-based paint hazards, and the condition of painted surfaces is contained in the Environmental Baseline Survey and (for residential properties) the lead based paint risk assessment, which have been provided to the GRANTEE ("Seaside"). Additionally, the federally approved pamphlet on lead poisoning prevention and the FOST have been provided t the GRANTEE ("Seaside"). The GRANTEE ("Seaside") hereby acknowledges receipt of all of the information described in this Paragraph.

C. The GRANTEE ("Seaside"), its successors and assigns, covenants and agrees that they shall not permit the occupancy or use of any buildings or structures located on the Property, which were constructed or rehabilitated prior to 1978, as residential property without complying with this Paragraph IX NOTICE OF THE PRESENCE OF LEAD-BASED PAINT and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards.

D. The GRANTEE ("Seaside") covenants that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Property without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of Residential Real Property, if required by law or regulation, the GRANTEE ("Seaside"), its successors and assigns, at its sole expense, will: (i) inspect for the presence of lead-based paint and/or lead-based paint hazards; (ii) abate and eliminate lead-based paint hazards in accordance with all applicable laws and regulations, and (iii) comply with all applicable notice and disclosure requirements under applicable federal and state law. The GRANTEE ("Seaside") agrees to be responsible for all remediation of lead-based paint or lead-based paint hazards found to be necessary on the Property after the conveyance to the GRANTEE ("Seaside").

E. The GRANTOR ("the Government") assumes no liability for remediation or damages for personal injury, illness, disability, or death, to the GRANTEE ("Seaside"), its successors and assigns, sublessees or to any other person, including members of the general public, arising from or incident to lead-based paint located on the Property. The GRANTEE ("Seaside") further agrees to indemnify and hold harmless the GRANTOR ("the Government"), its officers, agents and employees, from and against all suits, claims, demands, or actions, liabilities, judgments, costs and attorneys' fees arising out of or in a manner predicated upon remediation, personal injury, death or property damage resulting from, related to, caused by or arising out of lead-based paint on the Property. The GRANTEE's ("Seaside") obligation hereunder shall apply whenever the United States of America incurs costs or liabilities for actions giving rise to liability under this section. However, the GRANTEE ("Seaside") assumes no liability or obligation to indemnify for (i) remediation or damages for personal injury, illness, disability or death suffered or incurred by the GRANTOR ("the Government"), its officers, agents, and employees or by any other person, including members of the general public, arising form any exposure of any person to lead-based paint on any portion of the Property occurring prior to the date of conveyance of such

portion of the Property to GRANTEE (“Seaside”), or (ii) any failure of the GRANTOR (“the Government”) to comply with any legal requirements applicable to lead-based paint conditions on any portion of the Property prior to the GRANTOR’s (“the Government”) conveyance of such portion of the Property to the GRANTEE (“Seaside”) pursuant to the Agreement, or (iii) any lead-based paint or lead-based paint hazards which were located on the Property at any time prior to the date of the GRANTOR’s (“the Government”) transfer of the applicable portion of the Property but are no longer located thereon at the time of such lease or transfer, or (iv) any disposal, prior to the GRANTOR’s (“the Government”) transfer of the applicable portion of the Property but are no longer located thereon at the time of such lease or transfer, or (iv) any disposal, prior to the GRANTOR’s (“the Government”) transfer of the applicable portion of the Property, of any lead-based paint or material contaminated by lead-based paint.

F. The GRANTEE’s (“Seaside”) obligation hereunder shall apply whenever the United States of America incurs costs or liabilities for actions giving rise to liability under this section.

G. The covenants, restrictions, and requirements of this Paragraph shall be binder upon the GRANTEE (“Seaside”), its successors and assigns, and shall be deemed to run with the land.

X. NOTICE OF THE POTENTIAL FOR THE PRESENCE OF PESTICIDES AND COVENANT

A. The GRANTEE (“Seaside”) is hereby informed that pesticides may be present on the Property, the presence of pesticides does not currently pose a threat to human health or the environment, and the use and application of any pesticide product by the GRANTOR (“the Government”) was in accordance with its intended purpose, and in accordance with CERCLA § 107 (i), which states:

“No person (including the United States or any State or Indian tribe) may recover under the authority of this section for any response costs or damages resulting from the application of a pesticide product registered under the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. 136 et seq.). Nothing in this paragraph shall affect or modify in any way the obligations or liability of any person under any other provision of State or Federal law, including common law, for damages, injury, or loss resulting from a release of any hazardous substance or for removal or remedial action or the costs of removal or remedial action of such hazardous substance.”

B. Pesticides used on the Property are listed in the attached FOST (Exhibit “B”). Upon request, the GRANTOR (“the Government”) agrees to furnish to the GRANTEE (“Seaside”) any and all records in its possession related to the use of the pesticides necessary for the continued compliance by the GRANTEE (“Seaside”) with applicable laws and regulations related to the use of pesticides.

C. The GRANTEE (“Seaside”) covenants and agrees that its continued possession, potential use and continued management of the Property, including any demolition of structures, will be in compliance with all applicable laws relating to hazardous substance/pesticides and hazardous wastes. However, the GRANTEE (“Seaside”) assumes no liability for (i) remediation or damages for personal injury, illness, disability, or death suffered or incurred by the GRANTOR (“the Government”), its officers, agents and employees or any other person, including members of the general public, arising from any exposure of any person to Pesticides on any portion of the Property occurring prior to the date of conveyance of such portion of the Property to the GRANTEE (“Seaside”) or (ii) any failure of GRANTOR (“the Government”) to comply with any legal requirements applicable to Pesticides on any portion of the Property prior to the GRANTOR’s (“the Government”) conveyance of such portion of the Property to the GRANTEE (“Seaside”) pursuant to the Agreement, or (iii) any Pesticides or Pesticide hazards which were located on the Property at any time prior to the dated of the GRANTOR’s (“the Government”) transfer of the applicable portion of the Property but are no longer located thereon at the time of such lease or transfer, or (iv) any disposal prior to the GRANTOR’s (“the Government”) transfer of the applicable portion of the Property, of any Pesticides or materials contaminated by Pesticides.

XI. POLYCHLORINATED BIPHENYLS (“PCBs”)

A. The GRANTEE ("Seaside") is hereby informed that PCBs may be present in light fixtures ballasts found in buildings on the Property.

B. The GRANTOR ("the Government") shall assume no liability for remediation or damages for personal injury, illness or disability or death to the GRANTEE ("Seaside"), its successors or assigns, sublessees or to any other person, including members of the general public, arising from or incident to PCBs located on the Property. The GRANTEE ("Seaside") further agrees to indemnify and hold harmless the GRANTOR ("the Government"), its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of or in any manner predicated upon, remediation, personal injury, death or property damage resulting from, related to, caused by or arising out of PCBs on the Property. The GRANTEE's ("Seaside") obligation hereunder shall apply whenever the United States incurs costs or liabilities for actions giving rise to liability under this section. However, the GRANTEE ("Seaside") assumes no liability or obligation to indemnify for (i) remediation or damages for personal injury, illness, disability, or death suffered or incurred by the GRANTOR ("the Government"), its officers, agents and employees or any other person, including members of the general public, arising from any exposure of any person to PCB's on any portion of the Property occurring prior to the date of conveyance of such portion of the Property to the GRANTEE ("Seaside") or (ii) any failure of GRANTOR ("the Government") to comply with any legal requirements applicable to PCBs on any portion of the Property prior to the GRANTOR's ("the Government") conveyance of such portion of the Property to the GRANTEE ("Seaside") pursuant to the Agreement, or (iii) any PCBs or PCB hazards which were located on the Property at any time prior to the dated of the GRANTOR's ("the Government") transfer of the applicable portion of the Property but are no longer located thereon at the time of such lease or transfer, or (iv) any disposal prior to the GRANTOR's ("the Government") transfer of the applicable portion of the Property, of any PCBs or materials contaminated by PCBs.

C. The GRANTEE ("Seaside") covenants and agrees that its continued possession, potential use and continued management of the Property, including nay demolition of structures, will be in compliance with all applicable laws relating to hazardous materials/PCBs and hazardous wastes.

XII. ORDNANCE AND EXPLOSIVES (OE)

The former Fort Ord is a former military installation with a history of OE use and, therefore, there is potential for OE to be present on the Property. An archival search conducted during compilation of the Fort Ord Comprehensive Environmental Response Facilitation Act (CERFA) Report found no evidence of OE within the Property. In the event the GRANTEE ("Seaside"), its successors, and assigns, should discover any ordnance on the Property, it shall not attempt to remove or destroy it, but shall immediately notify the local Police Department and the Directorate of Law Enforcement at the Presidio of Monterey and competent GRANTOR ("the Government") or GRANTOR ("the Government") designated explosive ordnance personnel will be dispatched promptly to dispose of such ordnance at no expense to the GRANTEE ("Seaside"), whenever OE may be discovered.

XII. ENDANGERED SPECIES

The GRANTEE ("Seaside"), its assigns, or successors shall comply with the requirements, if any and if applicable, of the Installation-Wide Multispecies Habitat Management Plan ("HMP") for Former Fort Ord, California.

A. The Property is within Habitat Management Plan (HMP) Development Areas. No resource conservation requirements are associated with the HMP for these parcels. However, small pockets of habitat may be preserved within and around the Property.

B. The Biological Opinion identifies sensitive biological resources that may be salvaged for use in restoration activities within reserve areas, and allows for development of the Parcels.

C. *The HMP does not exempt the GRANTEE (“Seaside”) from complying with environmental regulations enforced by federal, state, or local agencies. These regulations could include obtaining the Endangered Species Act (“ESA”) (16 U.S.C. §§ 1531-1544 et seq.) Section 7 or Section 10(a) permits from the U.S. Fish and Wildlife Service (“USFWS”); complying with prohibitions against take of listed animals under ESA Section 9, complying with prohibitions against the removal of listed plants occurring on federal lands or the destruction of listed plants in violation of any state laws; complying with measures for conservation of state-listed threatened and endangered species and other special-status species recognized by California Department of Fish and Game (DFG) under the California ESA, or California Environmental Quality Act (CEQA); and, complying with local land use regulations and restrictions.*

D. *The HMP serves as a management plan for both listed and candidate species, and is a prelisting agreement between the USFWS and the local jurisdiction for candidate species that may need to be listed because of circumstances occurring outside the area covered by the HMP.*

E. *Implementation of the HMP would be considered suitable mitigation for impacts to HMP species within HMP prevalent areas and would facilitate the USFWS procedures to authorize incidental take of these species by participating entities as required under ESA Section 10. No further mitigation will be required to allow development on the Property unless species other than the HMP target species are proposed for listing or are listed.*

F. *The HMP does not authorize incidental take of any species listed as threatened or endangered under the ESA by entities acquiring land at the former Fort Ord. The USFWS has recommended that all nonfederal entities acquiring land at former Fort Ord apply for ESA Section 10(a)(1)(B) incidental take permits for the species covered in the HMP. The definition of “take” under the ESA includes to harass, harm, hunt, shoot, wound, pursue, kill, trap, capture, or collect, or attempt to engage in any such conduct. Although the USFWS will not require further mitigation from entities that are in conformance with the HMP, those entities without incidental take authorization would be in violation of the ESA if any of their actions resulted in the take of a listed animal species. To apply for a Section 10(a)(1)(B) incidental take permit, an entity must submit an application form (Form 3-200), a complete description of the activity sought to be authorized, the common and scientific names of the species sought to be covered by the permit, and a conservation plan (50 CFR 17.22[b]).*

G. *The GRANTEE (“Seaside”) acknowledges that it has signed the HMP dated April 1997, and will cooperate with adjacent property owners in implementing mitigation requirements identified in the HMP for adjacent sensitive habitat areas.*

XIV. AIR NAVIGATION RESERVATION AND RESTRICTIONS

The Monterey Airport and the former Fritzsche Airfield now known as the Marina Municipal Airport are in close proximity of the Property. Accordingly, in coordination with the Federal Aviation Administration, the GRANTEE (“Seaside”), covenants and agrees, on behalf of itself, its successors and assigns and every successor in interest to the Property wherein described, or any part thereof that, when applicable, there will be no construction or alteration unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with Title 14, Code of Federal Regulations, Part 77, entitled, Objects Affecting Navigable Airspace, or under the authority of the Federal Aviation Act of 1968, as amended.

XV. ENFORCEMENT AND NOTICE REQUIREMENT

A. *The provisions of this Deed benefit the governments of the United States of America, the State of California, acting on behalf of the public in general, the local governments, and the lands retained by the GRANTOR (“the Government”) and, therefore, are enforceable, by resort to specific performance or legal process by the United States, the State of California, the local governments, and by*

the GRANTEE (“Seaside”), and its successors and assigns. Enforcement of this Deed shall be at the discretion of the parties entitled to enforcement hereof, and any forbearance, delay or omission to exercise their rights under this Deed in the event of a breach of any term of this Deed, shall not be deemed to be a waiver by any such party of such term or of any subsequent breach of the same or any other terms, or of any of the rights of said parties under this Deed. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. The enforcement rights set forth in this deed against the GRANTEE (“Seaside”), or its successors and assigns, shall only apply with respect to the Property conveyed herein and held by such GRANTEE (“Seaside”), its successors or assigns, and only with respect to matters occurring during the period of time such GRANTEE (“Seaside”), its successors or assigns, owned or occupied such Property or any portion thereof.

B. The GRANTEE (“Seaside”), its successors or assigns, shall neither transfer the Property, nor any portion thereof nor grant any interest, privilege, or license whatsoever in connection with the Property without the inclusion, to the extent applicable to the Property or any portion thereof, of the environmental protection provisions contained in Paragraphs, Exclusions and Reservations, CERCLA Covenants, Notices and Environmental Remediation; Notice of the Presence of Asbestos, Notice of the Presence of Lead-Based Paint; Notice of the Potential for the Presence of Pesticides and Covenant, Polychlorinated Biphenyls (PCBs), Ordnance and Explosives; Endangered Species, Air Navigation Reservation and Restrictions, and Enforcement and Notice Requirement, and shall require the inclusion, to the extent applicable, of such environmental protection provisions in all further deeds, transfers, leases, or grant of any interest, privilege, or license.

C. The obligations imposed in this Paragraph upon the successors or assigns of GRANTEE (“Seaside”) shall only extend to the property conveyed to any such successor or assign.

XVI. NOTICE OF NON-DISCRIMINATION

With respect to activities related to the Property, the GRANTEE (“Seaside”) covenants for itself, its successors and assigns, that the GRANTEE (“Seaside”), and such successors and assigns, shall not discriminate upon the basis of race, color, religion, sex, age, handicap, or national origin in the use, occupancy, sale or lease of the Property, or in their employment practices conducted thereon in violation of the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. Section 2000d); the Age Discrimination Act of 1975 (42 U.S.C. Section 6102); and the Rehabilitation Act of 1973, as amended, (29 U.S.C. Section 794). The GRANTOR (“the Government”) shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed, and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

[SIGNATURE ON IMMEDIATELY FOLLOWING PAGE]

Executed this _____ day of _____, 2019.

GRANTOR:

City of Seaside,
a California Municipal Corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

PLEASE NOTARIZE ALL SIGNATURES

Project: _____

Title Company: _____

Title Report No. _____

CERTIFICATE OF ACCEPTANCE
GOVERNMENT CODE SECTION 27281

This is to certify acceptance of the interests conveyed by the foregoing Grant of Easements from City of Seaside, a California Municipal Corporation, to Marina Coast Water District, a county water district and political subdivision of the State of California ("MCWD") and consent by MCWD to recordation of this Grant of Easements by its duly authorized member, pursuant to the authorization and consent MCWD granted on _____.

Dated this ___ day of _____, 20___, at Marina, California.

MARINA COAST WATER DISTRICT,
a county water district and political subdivision
of the State of California

By: _____
Name: Keith Van Der Maaten
Title: General Manager

ALL PURPOSE ACKNOWLEDGEMENT

State of California)
)
County of Monterey)

On _____, before me, Paula Riso, a Notary Public in and for said State, personally appeared Keith Van Der Maaten, General Manager, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT ' ___ '

LEGAL DESCRIPTION OF AN EASEMENT FOR A SANITARY SEWER LIFT STATION

Certain real property in the City of Seaside, County of Monterey, State of California, being a portion of Parcel B as shown on the map entitled "Tract 1396 – Seaside Highlands Phase 1" filed for record August 22, 2003 in Volume 22 of Cities and Towns at Page 33 in the office of the County Recorder of said county, described as follows:

Beginning at a point within said Parcel B that bears South 65°55'12" East, 14.86 feet from the southwesterly terminus of the curve labeled as C20 on the northwesterly boundary of said Parcel B, as said curve is annotated on Sheet 13 of said map (being also on the southeasterly line of Monterey Road (Parcel 5) as shown on the map filed for record January 2, 2003 in Volume 26 of Surveys at Page 28, in the office of the County Recorder of said County); thence

- 1) North 53°30'00" East, 40.00 feet; thence
- 2) South 36°30'00" East, 40.00 feet; thence
- 3) South 53°30'00" West, 40.00 feet; thence
- 4) North 36°30'00" West, 40.00 feet, more or less, to the point of beginning

Containing 1,600 square feet, more or less.

As shown on the plat attached hereto and made a part hereof.

PREPARED BY:
WHITSON ENGINEERS



RICHARD P. WEBER, LS
L.S. No. 8002

10/29/19
DATE

JOB. No. 3675.03



STATE ROUTE 1

MONTEREY ROAD
(PARCEL 5, VOL. 26 SUR. PG. 28)

PARCEL B
VOL. 22 C&T PG. 33

CENTERLINE OF 30'-WIDE
GAS LINE EASEMENT
PER REEL 810, PAGE 669

DESCRIBED EASEMENT AREA
±1,600 S.F.

SW TERMINUS OF COURSE #20
SHEET 13, 22 C&T 33

POINT OF
BEGINNING

S65°55'12"E
14.86 (TIE)

N53°30'00"E
40.00'

S36°30'00"E
40.00'

N36°30'00"W
40.00'

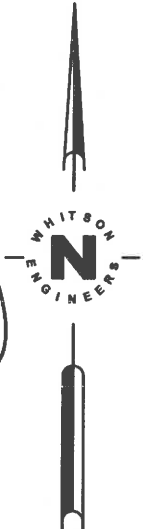
S53°30'00"W
40.00'

PROPOSED ACCESS EASEMENT
TO BE DESCRIBED SEPARATELY

CENTERLINE OF PROPOSED 20'-WIDE
UTILITY EASEMENT TO BE DESCRIBED
SEPARATELY

CENTERLINE OF 15'-WIDE
SANITARY SEWER EASEMENT
PER VOL. 22 C&T PG. 33

N26°08'45"E
(BASIS OF BEARINGS)



SCALE: 1" = 30'

PLAT TO ACCOMPANY DESCRIPTION

OF AN EASEMENT FOR A SANITARY SEWER LIFT STATION
(A PORTION OF PARCEL B, VOLUME 22 CITIES & TOWNS, PAGE 33)

CITY OF SEASIDE, CALIFORNIA
OCTOBER 28, 2019



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

Marina Coast Water District
Agenda Transmittal

Agenda Item: 13-C

Meeting Date: December 16, 2019

Prepared By: Don Wilcox

Approved By: Keith Van Der Maaten

Reviewed By: Michael Wegley

Agenda Title: Consider Adoption of Resolution No. 2019-89 to Approve Three Grant of Easement Agreements Between Marina Coast Water District and the City of Seaside for the Ord Village Lift Station and Force Main Project

Staff Recommendation: The Board of Directors adopt Resolution No. 2019-89 authorizing the District Manager to execute the Grant of Easement Agreements between MCWD and the City of Seaside for the Ord Lift Station & Force Main Project, and to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

Background: *5 Year Strategic Plan Mission Statement – To provide our customers with high quality water, wastewater collection and conservation services at a reasonable cost, through planning, management and the development of water resources in an environmentally sensitive manner.*

Discussion/Analysis: The existing Ord Village Lift Station (OVLS) and Force Main have exceeded their useful service life and require replacement and relocation. The project includes construction of a replacement sewer lift station (Ord Lift Station [OLS]) to be relocated to approximately 850-foot east-southeast from the old site and bringing it to the east side of Monterey Road, and a replacement force main pipeline to be constructed within existing roadways. Siting of these new facilities will require easements to be described in this Agenda item. Environmental compliance was approved by the Board at the November 18, 2019 MCWD Board meeting and Design and Construction phases of this project have and will be brought to the Board for approval under separate items as the project progresses.

The new lift station will be located on property owned by the City of Seaside along Monterey Road within an existing lot dedicated to stormwater infiltration basins. Since the location is not within existing roadway right-of-way or utility easements, the new lift station, pipes and access will require recorded easements from the City of Seaside. MCWD staff worked with City of Seaside staff to develop the scope for the proposed permanent easements for the lift station, pipelines and access. Seaside City Council discussed granting of the requested easements as a closed session item on the Seaside City Council September 19, 2019 agenda, with recommendations to agendize the easements for Council approval as non-exclusive easements at a subsequent Seaside City Council meeting. Seaside City Council then approved the three Grant of Easement Agreements at their regular meeting on December 5, 2019 (see Attachment C). There is no cost for the easements as the facilities being constructed replace existing facilities serving City of Seaside residents. The selected site cannot be used for many other purposes and Seaside agrees the facility should be moved.

The attached Resolution and Grant of Easement Agreements and exhibits provide a description of the pipeline easement, lift station easement and access easement. The Agreement form is the District's standard form with the following added per City of Seaside's request: "*Grantee hereby*

agrees that utility structures or improvements shall be constructed in such a manner as to limit the potential visual impacts by incorporating and maintaining landscaping and other appropriate structures, such as fencing, as may be directed by the Grantor.”

Environmental Review Compliance: On November 18, 2019, the MCWD Board adopted an Initial Study/Mitigated Negative Declaration (IS/MND) and Mitigation Monitoring and Reporting Program (MMRP) for this Project. On November 20, 2019, the MCWD submitted the Notice of Determination (State Clearing House Number 2019099050).

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

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

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

Material Included for Information/Consideration: Resolution No. 2019-89 with 3 Grant of Easement Agreements; Attachment A – Site Plan; Attachment B – Easements Exhibit; and, Attachment C – Seaside Approval.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

December 16, 2019

Resolution No. 2019-89
Resolution of the Board of Directors
Marina Coast Water District
Approving Three Grant of Easement Agreements
Between Marina Coast Water District and the City of Seaside
for the Ord Lift Station & Force Main Project

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on December 16, 2019 at 211 Hillcrest Avenue, Marina, California as follows:

WHEREAS, the existing Ord Village Lift Station (OVLS) and Force Main facilities have exceeded their useful service life and require replacement and relocation; and,

WHEREAS, the new lift station will be located on property owned by the City of Seaside along Monterey Road within an existing lot dedicated to stormwater infiltration basins; and,

WHEREAS, the attached Grant of Easement Agreements and exhibits provide a description of the pipeline easement, lift station easement and access easement; and,

WHEREAS, the Seaside City Council approved the easements as non-exclusive easements at the December 5, 2019 Seaside City Council meeting; and,

WHEREAS, there is no cost for the easements being assessed by the City of Seaside as the facilities being constructed serve City of Seaside residents and the selected site cannot be used for many other purposes; and,

WHEREAS, on November 18, 2019, the MCWD Board adopted an Initial Study/Mitigated Negative Declaration (IS/MND) and Mitigation Monitoring and Reporting Program (MMRP) for this Project, and on November 20, 2019, the MCWD filed the Notice of Determination (State Clearing House Number 2019099050) with the Monterey County Clerk; and,

WHEREAS, the District and the City of Seaside have negotiated the proposed Grant of Easement Agreements and desire to enter into same.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby authorize the District Manager to execute the Grant of Easement Agreement between MCWD and the City of Seaside for the Ord Lift Station & Force Main Project, and to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on December 16, 2019, 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 _____

, President

ATTEST:

Keith Van Der Maaten, 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. 2019-89 Adopted December 16, 2019.

Keith Van Der Maaten, Secretary



QUOTATION

NO. 190975r2

3500 Shepherd Street, City of Industry, California 90601
 Box 226789, Los Angeles, California 90022-0744
 (562) 463-6000 Fax: (562) 463-7156

Date: **December 10, 2019**

Page: **1 of 5**

To: Contact: **Derek Cray**
 Company: **Marina Coast Water District**
 Address: _____
 City, Zip: _____
 Phone: _____ Email: _____

Terms: **Net Cash, see T&C's**
 F.O.B. **Jobsite, unloading by others**
 Sales Rep.: **Samuel Vizcarra**
 Contact #: **831-750-4072**
 Email: **svizcarra@quinnpower.com**

Project Name: Ord Village Lift Station Generator Replacement Project Rev 2

Qty:	Description	Unit Price	Sourcwell
1	New Caterpillar, Model D175 Diesel Standby Generator Set. Rated 175kW, w/fan, 60Hz, 3Ph, 277/480V at 1800 RPM	\$ 69,400.00	\$ 53,000.00
<i>Optional adders listed below.</i>			
<i>Includes standard features as listed in product data sheet and additional accessories as listed herein...</i>		Tax 9.25%	\$ 4,902.50

SALES TAX NOT INCLUDED. Buyer responsible for all taxes including any applicable tire fees. The quotation provided herein is for information only, and is not a valid offer to sell unless signed by an officer of Quinn Power Systems in the space provided below. Any offer to sell or any offer accepted shall be subject to the Terms and Conditions page. Unless expressly stated on the face of this quotation, all prices, delivery schedules and product specifications are subject to change without notice. **Quotation is good for 30 days from quote date above, expires after that duration.**

**Total Price
(SALES TAX @
9.25%):**

\$ 57,902.50



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BILL OF MATERIALS

Genset 175KW

EPA STATIONARY EMERGENCY
60HZ 3PH 480/277V VOP601
STANDBY POWER
60 Hz, 175 kW
D175 60HZ 480V
ENGLISH PANEL LANGUAGE
UL 2200 LISTED PACKAGE GEN SET
NO CSA CERTIFICATION
IBC SEISMIC CERT OF COMPLIANCE
ENGLISH INSTRUCTION LANGUAGE
STANDARD WARRANTY
GENERAL EPG
ENERGY UTILITIES
EMERGENCY STANDBY POWER
AUTHORIZED APPROVAL NUMBER
SPACE HEATER 1H
LC5014F 60Hz SE ALT AC
PERMANENT MAGNET EXCITATION
105C TEMP RISE OVER 40C AMB
SKID WITH FUEL TANK
SUB BASE TANK 408 GAL
5 GALLON SPILL CONTAINMENT
NO TANKS RISER
Standard vent pipe 12ft Extens
EMERGENCY VENT UL-4"
Fuel Level Alarms / SD
L2 SOUND ATTENUATED ENC (c)
CAT White
WIRING FOR CANOPY SPACE HEATER
STANDARD PANEL DOOR WITH ENC
EMCP4.2B CONTROL PANEL
NFPA BUNDLE
DISCRETE I/O MODULE SHIP LOOSE
RELAY GROUND FAULT INDICATION
WET BATTERY (B1W)
NFPA BATT CHARGER UL10A 120VAC
JACKET WATER HEATER
NO EXTERNAL EMERGENCY STOP
VOLT FREE CONTACTS GENSET RUN
LOW COOLANT LEVEL SHUTDOWN 1
OVERLOAD ALARM SWITCH PPo1_I
SEISMIC VIBRATION ISOLATOR (C)
PANEL MOUNTED AUDIBLE ALARM
CONTROL PANEL OPTIONS BOX
ENGINE OPTION HARNESS
NO POWER TERMINAL STRIP
SINGLE CIRCUIT BREAKER
400A 100% RATED BREAKER
NO 2ND CIRCUIT BREAKER
NO SUSE DECALS & FILMS
AUXILIARY CONTACTS
NO SUSE 1ST CB 125A TO 400A
NOT REQUIRED.
CARTRIDGE TYPE AIR FILTER
STANDARD RADIATOR
ENCLOSURE SILENCER
QTY REMOTE ANNUNC
ANNUNCIATOR BOX
STD TEST - PKG GEN SET 0.8 PF



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Page: 3 of 5

Accessories and/or modifications

Initial fill of coolant and lube oil
(1 set) Operation & Maintenance manuals (electronic copy) * (**additional sets, at additional cost**)
Factory standard warranty - 2 years from startup service

QPS field work

Delivery to jobsite (**offload/crane service by others**)
Level 2 Startup Service [**incl. generator inspection & 2hr load bank test**] ~
Basic Demonstration – [**included at no charge, if provided during the time of startup**].
** See adder price below for a separate training session**

Not included

Sales tax
Air, building or construct permits
Offloading/crane service of equipment off delivery truck
Installation, wiring, piping, plumbing or anchoring of equipment
Diesel fuel, initial fill or for testing

Optional adders

Anchor Calculations – **Add: \$500.00** (per piece of equipment)
QPS Standard Field Testing Service:
C4.4 –C7.1&Gas Level 2 Startup Service [**incl. generator inspection & a 2hr load bank test**] ~ – **Add: \$1,420.00**
C4.4 –C7.1&Gas Level 3 Startup Service [**incl. generator inspection & a 4hr load bank test**] ~ – **Add: \$1,890.00**
C4.4 –C7.1&Gas NFPA 110 Startup Service [**incl. generator inspection, 2hr load bank & 2hr building load test**] ~ – **Add: \$2,470.00**
Pre-Startup Readiness Inspection (single day visit with contractor) – **Add: \$1,600.00**
On-site Training Session [**single, 4 hour day**] – **Add: \$1,100.00**
** Additional PM levels available for Genset, ATS and Load Bank Testing. Call for a quotation! **
IR Scanning [**at 60 days & at 11 months after installation, includes test report, genset and single ATS**] – **Add: \$4,900.00**
CAT Standby Genset: Extended Service Coverage (2019) – 5 year / 2500 hours, levels:
C7.1 (D125-D200) Silver (**Add: \$740**); Gold (**Add: \$1,100**); Platinum (**Add: \$1,290**); Platinum Plus (**Add: \$1,460**)
** Alternate ESC available with 3 to 10 year term lengths, for prime power application, ATS's, Rental and Tier4 Final units. Call for a quotation! **

- * = Shipped loose to jobsite, installed on site by others.
- ^ = Installed, assembled or prepared by QPS or 3rd party.
- + = Pre-assembled, removed for shipping, re-installed on site by others.
- ~ = Service truck must be able to park within 25'ft horizontally & vertically of unit, over 25'ft at additional cost, based on T&M and billed direct from QPS Service department.

Availability:

Submittals: Estimated (2-6 Weeks) on receipt and approval of purchase order. (1 electronic copy)
Equipment: Estimated (18-22 Weeks) for factory build time after submittal approval.
Modifications: Estimated (Additional time TBD) additional time will vary depending on 3rd party or Quinn shop schedule and scope of work.
Not included: Unforeseen factory delays, transit time from factory or vendor and/or delays due to project site readiness.
**** Equipment prices and lead times are subject to change without notice.****

NOTES, EXCEPTIONS, CLARIFICATION

- Quinn Power Systems is not a general, electrical or installing contractor. Providing equipment and services as described above only.
- The equipment offered in this proposal is CAT standard product (with modifications) as listed above based on 1) verbal or written request. No specifications or drawings provided for review. No other written details, plans, specification sections, contract documents, general or supplementary conditions apply to this quotation. Equipment is as stated above, call for any revisions to equipment quoted. Exception taken to anything not included in this proposal and as listed below.
- Quotation does not include any Sales Tax, Air District or Building Permits, Off-loading or Crane Services, Installation or Anchoring, Initial Fuel fill or Test fuel, Major Testing unless otherwise specified in the Bill of Materials.
- Depending on final height of installed generator set, a working platform may be required to access the control panel and maintenance doors. Platforms are not included in this proposal, unless stated above. Call for revised quotation if required.
- Startup/Commissioning Services are provided for CAT factory/QPS supplied equipment only. Scope of work for Startup Services available upon request. Out of Scope services are billed on a Time & Material basis in the field at purchaser's expense. QPS standard labor rates apply. Technician services are provided during normal business hours Monday through Friday.
- Exception taken to any NETA 3rd party or independent testing requirements. Any and all testing as listed above to be provided by QPS technicians

EMISSIONS NOTE

- "California Air Resources Board (CARB) has approved alignment with the federal New Source Performance Standards (NSPS). Such alignment allows for emergency standby engines to be exempt from Tier 4 emissions standards; however, local air districts can require more stringent emissions control. The prospective buyer of the equipment quoted above is hereby notified the NSPS exemption does not apply to non-emergency standby engines (e.g. prime power applications such as peak shaving, parallel operation with the grid, or storm avoidance), or portable engines, even if used for emergency standby. Consult the local air district for permitting requirements and required emissions controls. Presently, South Coast Air Quality Management District (SCAQMD) Rule 1470 requires the use of a particulate filter if an engine is located within 100 meters of a school, and may require either a diesel particulate filter or an oxidation catalyst, depending upon engine size, if the installation is within 50 meters of a sensitive receptor. Particulate filters may also be required for Title V and major polluting facilities. For emissions requirements specific to the project for which this engine is being quoted, please contact SCAQMD at 909-396-2000. Unless otherwise listed above a DPF is not included in this proposal, please call for quotation if a DPF is required for this project."
- Caterpillar engines require a minimum of 30% load to prevent engine damage due to wet-stacking. Depending upon the permit and site specific conditions, SCAQMD emergency engine permits will only allow between 20 and 50 hours of runtime per year for non-emergency applications such as testing and exercising. Passive Diesel Particulate Filter systems depend on generator loading of a minimum of 50-60% to achieve minimum exhaust temperature threshold to keep soot regeneration and the filter backpressure within acceptable levels. If the engine will be operated consistently at low loads/low exhaust temperatures, the customer should make provisions to add load via facility operations or a load bank. Active Diesel Particulate Filter systems require no external load in order to regenerate. If listed above, Passive DPF option pricing, does not include a load bank or a load bank circuit breaker. If a load bank is needed for this project, please call for quotation.

TERMS AND CONDITIONS

1. Acceptance of Order.

This Quotation is for Buyer's information only and is not a valid offer to sell unless signed by an authorized representative of Seller in the place provided on the face of this Quotation. Prices, terms and conditions in an order from Buyer, which are inconsistent with the prices, terms and conditions of this Quotation, will be rejected by Seller, and are of no force and effect unless accepted in writing by Seller. Prices, delivery schedules and the scope of work on this Quotation are subject to change at Seller's discretion.

2. Liability.

Seller's liability on any claim of any kind, including claims for negligence, or for any loss or damage arising out of or connected with the manufacture, sale, delivery, installation, resale or use of any products covered by or furnished under any order connected with this Quotation shall be limited to those claims arising solely from the acts of Seller and Seller shall in no way be liable for any special, indirect, incidental or consequential damages. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. Buyer expressly acknowledges and agrees that Seller has set its prices in reliance upon the limitations of liability and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties. Any claims against Seller for shortages in shipments shall be made in writing to Seller within fifteen (15) days of receipt of shipment by Buyer. Unless otherwise provided for in writing, Seller's responsibility for shipment ceases upon delivery to carrier, and any claims for shortage, delays or damage occurring thereafter shall be made direct to carrier by Buyer. Seller shall not be liable for any delays in delivery attributable to strikes, labor disputes, lockouts, accidents, fires, delays in manufacture or in transportation, delays in delivery of component materials, floods, severe weather, or Acts of God, embargoes, governmental actions, or any other cause beyond the reasonable control of Seller. Seller shall not indemnify nor be liable to Buyer, Buyer's assigns, successors, purchasers, lessees or licensees, or to any person or entity for any claims, losses, expenses or judgments arising out of or resulting in any way from the product or integration of compatibility of the product with any other components, processes, facilities or equipment that does not comply with the equipment manufacturer(s)'s recommendations.

3. Shipments.

Unless otherwise specified, all risk of loss from the goods shall shift to Buyer at such time as the goods are delivered to a carrier for shipment to Buyer. Unless otherwise specified, shipment dates are approximate and all quoted prices exclude shipping costs. Shipment of goods under any order accepted by Seller shall be subject to the approval by Seller of Buyer's financial condition at the time of shipment. Whether or not terms of payment are specified elsewhere, Seller may, at its option, condition shipments under any order accepted by Seller upon receipt of satisfactory security or of cash prior to shipment. If, at Buyer's request, shipment of goods under any order accepted by Seller is delayed more than thirty (30) days after the shipment date specified in the order, or the date the goods are ready for shipment, whichever is later, Seller will require immediate payment in full and/or assess additional charges for the expenses incident to such delay.

4. Termination.

In the absence of a written agreement between Buyer and Seller expressing different terms and conditions as to termination, any order accepted by Seller may be terminated prior to completion by Buyer only upon written notice to Seller and payment of Seller's termination charges. If notice of termination is received by Seller after Seller has committed to buy the principal components for any order, termination charges shall include all direct and indirect costs incurred by Seller and the total profit anticipated by Seller. Additionally, Buyer's instruction to Seller to stop work for thirty (30) days during the time specified for performance in any order may be construed by Seller as the equivalent of written notice of termination from Buyer and previous stipulations will be in effect.

5. Taxes.

Unless expressly stated, Seller's prices do not include sales, use, excise or similar taxes, which Seller may be required to pay in filling Buyer's order. The amount of any applicable tax shall be paid by Buyer as an additional charge unless specifically included in any order accepted by Seller, or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.

6. Patents.

Seller shall, at its own expense, defend and save Buyer harmless from the expenses and consequences of any suit or procedure brought against Buyer, based on a claim that the use or sale of goods specified in any order accepted by Seller constitutes an infringement of any United States letters of patent in existence on the date of any such order; provided Buyer promptly notifies Seller in writing of such claim and gives the necessary authorization, information and assistance for the defense of such a claim.

7. Changes.

Seller, and Seller's suppliers, may, at any time, without notice to Buyer, make changes (whether in design, materials, the addition of improvements, or otherwise) in any goods specified in any order accepted by Seller without incurring any obligation of any kind as a result thereof, but only to the extent that such change does not cause the goods specified to fail to meet Buyer's requirements. Buyer may, in its order, provide for changes in its requirements with provision for a corresponding equitable change in the price, if any; but in no instance shall Buyer make changes, which are substantially different from the scope of the original order accepted by Seller.

8. Export Sales.

In the event the goods and services specified in any order accepted by Seller are for export, the Buyer shall be responsible for securing export, import and other licenses or authorizations as may be required. The conditions specified in this Section apply to all export transactions. This transaction is only for the sale of the equipment requested and detailed in this Quotation. Not included is any startup assistance, field-testing, training or any other services that might be required on site. Also not included is any installation, installation audits, sea trials (if applicable), or installation materials. To ensure proper application, installation, and warranty integrity, Buyer is encouraged to contact the applicable Caterpillar Dealer for these services. The costs of these services are not included in the sale price nor will Seller be responsible for any such related costs.

9. Permits for Equipment Design, Installation and Operation.

As a supplier of equipment, disclaims responsibility for any and all permits or licenses necessary to design, install and operate the equipment due to zoning, air quality, environmental, safety, building or construction codes or use permits pertaining to Buyer's particular application of such equipment or any similar type of permit. Special attention should be given to the requirements of local air district rules and California Air Resources Board (CARB) regulations pertaining to permit requirements. Seller is quoting on equipment based on the specifications set forth in this Quotation. If additional equipment or engine modifications are required beyond the specifications, such as additional equipment required for compliance by a local air district or CARB, those items are not included and are the responsibility of Buyer. For example, South Coast AQMD (SCAQMD) Rule 1470 may require controls and limits on particulate matter, especially when the engine installation is within 100-meters from a school, or within 50 meters of a sensitive receptor (defined in Rule 1470). Ultra low sulfur fuel is required for particulate filters. CARB Diesel Fuel, or other CARB-approved alternative fuel, is also required for compression ignition (CI) engines operated in California. When indicated in the bill of materials, the proposed equipment may be SCAQMD pre-approved as Certified Equipment. This certification does not eliminate the permit process or responsibility of others to obtain a permit. Procurement of certified equipment assures permitability, reduces the permit processing fees and reduces the time necessary to obtain the permit through SCAQMD.

10. Start-up, Commissioning and Operating Requirements.

Equipment provided in this Quotation may require start-up and commissioning, including inspection(s), to ensure the equipment is installed in accordance with manufacturer(s)'s recommendations and specifications. If Seller has commissioned the equipment, Buyer agrees not to modify the design or components of the installation such that the modifications would violate any legal requirements of the installation, or would cause the installation to deviate from manufacturer(s)'s recommendations and specifications. Buyer acknowledges and agrees that, with respect to products sold to Buyer in connection with this Quotation, Buyer shall have the sole responsibility to ensure the products are properly installed, operated and maintained in accordance with the manufacturer(s)'s recommendations and specifications, and to determine and



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comply with all applicable Federal, state, local and regulated use restrictions and requirements, including, without limitation, the continuing responsibility to ensure that the use of product is in full compliance with all applicable environmental laws and regulations. Failure to install, operate and maintain the products in accordance with the manufacturer(s)'s recommendations and specifications will invalidate any applicable manufacturer's warranty.

11. Additional material.

Only those items listed in this Quotation are included with any order. For example, unless specifically identified in this Quotation, the following items are not included with any purchased equipment: any exhaust or fuel piping, main fuel tank, fuel, duct work, special tools, insulation, wiring, cable, bus duct, concrete, anchor bolts, rigging or any material or labor incidental to the installation itself. Buyer specifically assumes responsibility for the provision of any such items if not specifically identified in the Quotation.

12. Hours of services.

When included, delivery, startup assistance, field testing, training or any other services required on site will be provided during the normal weekday working hours of 7:00 am to 4:30 pm. Delivery or services occurring at any other time, weekends or holidays is subject to premium charges.

13. Warranty.

The equipment manufacturer's warranty is the only warranty provided in connection with the equipment described in this Quotation. Buyer is responsible for operating and maintaining the equipment as specified by the manufacturer. The manufacturer's warranties are exclusive and in lieu of all other warranties either oral or written, express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose. Seller is not a manufacturer and makes no warranty and shall not, under any circumstances, be liable for any indirect or special, incidental or consequential damages including but not limited to loss of production, loss of profit, loss of use or business interruption, or any other economic loss, whether arising from contract, tort, strict liability or any other theory of law. Buyer, Buyer's assigns, successors, purchasers or any other person designated to operate the equipment as the end user, is responsible for operating the equipment in accordance with manufacturer(s)'s recommendations and specifications. Failure to perform all scheduled maintenance may result in damage to the equipment, and may be grounds to deny warranty coverage.

14. Terms.

Terms of payment are due upon receipt of invoice with no deductions of any kind for retentions, setoffs, discounts or other similar items. A finance charge of 1.5% per month (not to exceed the maximum allowed by law) will be charged on all past due invoices. When necessary Seller will file a California "Preliminary 20-day notice" pursuant to Section 3097 of the California Civil Code.

15. Cost additives.

A: Unit Cost.

Quotation prices are valid for 30 days only and are based on current market prices as of date of quotation. The Seller reserves the right to adjust the final invoice with a price escalation up to 6% due to 1) purchase orders being received after expiration of quotation, 2) fluctuations in raw materials market prices at time of order, 3) labor rate increases at time of scheduled field services, 4) delays in submittal approvals and/or release of equipment or 5) additional items or services provided that were not included as part of the original quotation. Since final invoicing can and may take place up to a year or more from original quotation date.

B: Delays.

If delivery is delayed by customer Buyer beyond original shipment date, purchase price is due 30 days after original shipment date and a storage and handling charge will be applied and is due each month until delivery. Finance charge of 1.5% per month (not to exceed the maximum allowed by law) is applicable on any amounts arising hereunder or in connection herewith that are not paid when due.

C: Start up.

If construction of the facility or other delays are experienced or expected, which prohibit the initial startup of the equipment beyond one year from delivery additional costs may be imposed including, but not be limited to, long term storage preparation, inspection charges, parts, service, etc.

16. Lead Times.

Lead times are based on manufactures estimated timetables. Project completion time may vary due to delays in receipt of purchase orders, submittal approval, release of equipment, manufactures unforeseen delays in production or holiday schedules. Project completion time frame cannot be guaranteed. Back orders will be processed as soon as available. Part number changes may be made to provide latest improved interchangeable items of equipment.

17. Governing Law and Venue.

The rights and obligations of the parties with respect to the transactions contemplated by this Quotation shall be governed in all respects by the laws of the State of California. The parties hereto irrevocably agree that the exclusive venue for any litigation arising in connection with the transactions specified in this Quotation shall be in the courts located in the County of Los Angeles, California.

18. Attorneys' Fees and Costs.

In the event of any legal action, controversy, claim, or dispute between the parties involving the transactions contemplated by this Quotation, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs.

19. Additional Conditions.

Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes (if applicable). The facilities shall be within a reasonable distance from where any applicable services are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide any applicable services. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Buyer shall not require Seller or its employees, as a condition to site access or otherwise, to further agree or enter into any agreement, which waives, releases, indemnifies or otherwise limits or expands any rights or obligation whatsoever. Any such agreements shall be null and void. Seller is under no obligation to remove or dispose of parts or equipment unless specifically agreed upon in Seller's scope of work. Seller-removed parts become the property of Seller. Seller must not perform any electrical power switching unless specifically requested by Buyer, under the supervision of Buyer, and subject to procedures jointly agreed to in advance. Notwithstanding Buyer's request, Seller may refuse to perform power switching, if in the opinion of Seller, such action would be unsafe. IN THE EVENT THAT SELLER PERFORMS POWER SWITCHING, TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY, DEFEND, AND HOLD SELLER HARMLESS FROM ANY AND ALL LIABILITY, ACTIONS, SUITS, CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES ("LOSSES") ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR RESULTING FROM SELLER'S PERFORMANCE OF POWER SWITCHING, REGARDLESS OF WHETHER THE LOSSES RESULT FROM SELLER'S NEGLIGENCE (WHETHER ACTION OR PASSIVE, AND WHETHER SOLE, JOINT, OR CONCURRENT), AND EVEN THOUGH CAUSED IN WHOLE OR IN PART BY A PRE-EXISTING DEFECT, STRICT LIABILITY, OR OTHER LEGAL FAULT OF SELLER. THIS INDEMNITY SHALL APPLY TO ANY ACTS OR OMISSIONS OR NEGLIGENT CONDUCT, WHETHER ACTIVE OR PASSIVE, ON THE PART OF EITHER SELLER OR BUYER. If OSHA or any other federal, state or local government, trade association, or contractual regulations or standards require a "safety person" to be on site during the performance of services, or in the event of a trade union jurisdictional dispute where trade union represented personnel are required to assist or stand by during the performance of services by Seller, Buyer shall be responsible for providing for and paying for any charge or wages for such person(s), as applicable. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller's discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller performance of Services. Buyer shall appoint a representative familiar with the site and the nature of the Services to be performed by Seller to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller's access. Buyer's personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

ACCEPTED BY:

By: _____

Company: _____

Date: _____

P.O. #: _____

SUBMITTED BY:

By: Samuel Vizcarra

Quinn Power Systems

Phone: 831-750-4072



125 ekW- 200 ekW

60 Hz

Standby	Prime
125 ekW	114 ekW
150 ekW	135 ekW
175 ekW	158 ekW
200 ekW	-

BENEFITS & FEATURES

CAT[®] GENERATOR SET PACKAGE

Cat generator set packages have been fully prototype tested and certified torsional vibration analysis reports are available. The packages are designed to meet the NFPA 110 requirement for loading, conform to the ISO 8528-5 steady state and fill transient response requirements.

CAT DIESEL ENGINES

The four-cycle Cat diesel engine combines consistent performance with excellent fuel economy and transient response that meets or exceeds ISO 8528-5. The engines feature a reliable, rugged, and durable design that has been field proven in thousands of applications worldwide in emergency standby installations.

COOLING SYSTEM

The cooling system has been designed and tested to ensure proper generator set cooling, and includes the radiator, fan, belts, and all guarding installed as standard. Contact your Cat dealer for specific ambient and altitude capabilities.

GENERATORS

The generators used on Cat packages have been designed and tested to work with the Cat engine. The generators are built with robust Class H insulation and provide industry-leading motor starting capability and altitude capabilities.

EMCP CONTROL PANELS

The EMCP controller features the reliability and durability you have to come to expect from your Cat equipment. The EMCP 4 is a scalable control platform designed to ensure reliable generator set operation, providing extensive information about power output and engine operation. EMCP 4 systems can be further customized to meet your needs through programming and expansion modules.

SPECIFICATIONS

ENGINE SPECIFICATIONS

Engine Model	Cat [®] C7.1 ACERT In-line 6, 4-cycle diesel
Bore x Stroke	105mm x 127mm (4.1in x 5.0 in)
Displacement	7.01 L (428 in ³)
Compression Ratio	16.7:1
Aspiration	Turbocharged Air-to-Air-Aftercooled
Fuel Injection System	Electronic, Common Rail
Governor	Electronic ADEM [™] A4
Emission Certifications	US EPA TIER III Non-Road

GENERATOR SET SPECIFICATIONS

Alternator Design	Brushless Single Bearing, 4 Pole
Stator	2/3 Pitch
No. of Leads	12
Available Voltage Options	600/480/440/240/220V
Frequency	60Hz
Alternator Voltage	12V
Alternator Insulation & IP	Class H; IP23
Standard Temperature Rise	125/130 Deg C
Available Excitation Options	Self-Excited, AREP
Voltage Regulation, Steady State +/-	≤1%

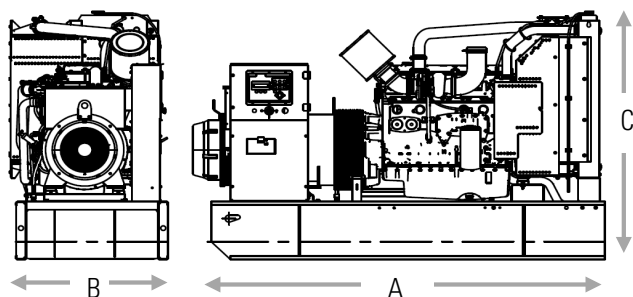
STANDARD EQUIPMENT

Air inlet system	Aftercooler core. Turbocharger
Control panels	EMCP4.2 control panel.
Cooling system	Radiator and cooling fan complete with protective guards. Standard ambient temperatures up to 50degC (122degF). 50% coolant antifreeze/corrosion inhibitor. Coolant Reservoir
Fuel system	Primary & secondary fuel filters. Fuel priming pump. Flexible fuel lines.
Generators and generator attachments	Brushless, self-excited 2/3 pitch, random wound. IP23 Protection. Insulation Class H and temperature rise Integrated Voltage Regulator
Governing system	Cat Electronic Governor (ADEM A4).
Protection System	Safety Shutoff – Low Oil Pressure Safety Shutoff – Overspeed Coolant Level Sensor
Starting/charging system	12-Volt Electric Starting Motor Batteries with rack & cables
General	Paint – Caterpillar Yellow except rails and radiators gloss black

OPTIONAL EQUIPMENT

Air inlet system	Single Element air filter Cartridge type air filter
Exhaust	Industrial, residential, critical mufflers.
Control panels	Remote Annunciators Discrete I/O Module Earth (Ground) Fault Relay
Circuit Breakers	3-Pole 100% Rated – Single & Dual breaker combination.
Enclosures	Sound Attenuated (SA)- Level 1 & Level 2 Weather Protective Aluminum Enclosure
Cooling system	Radiator Stone guards.
Mufflers	Industrial grade (10 dBA) Residential and Critical grade (25 dBA) & 35 dBA mufflers.
Fuel System	Sub Tank Bases: 408, 777 Gal
Generators and generator attachments	Excitation – Self Excitation – PMG Oversize
Starting/charging system	Standard Battery Set
Certifications	UL2200 Listed Certification of Compliance – IBC Seismic
General	Tool Set.

WEIGHTS & DIMENSIONS



Standby Ratings	Dim "A" mm (in)	Dim "B" mm (in)	Dim "C" mm (in)	Generator Set Weight kg (lb)
125 kW	3039 (120)	1110 (44)	1476 (58)	1500 (3307)
150 kW	3039 (120)	1110 (44)	1476 (58)	1500 (3307)
175 kW	3039 (120)	1110 (44)	1476 (58)	1500 (3307)
200 kW	3039 (120)	1110 (44)	1476 (58)	1500 (3307)



Image shown might not reflect actual configuration

INTEGRAL & SUB BASE FUEL TANKS

FEATURES

- UL Listed for United States (UL 142) and Canada (CAN/ULC S601)
- Facilitate compliance with NFPA 30 code, NFPA 37 and 110 standards and CSA C282 code and B139-09 standard
- Welded, heavy steel gauge construction with a containment basin sized as a minimum 110% of the tank
- Gloss black polyester triglycidyl isocyanurate (TGIC) powder coating
- Dedicated external customer interface area with access to the 4" (101.6 mm) fuel fill, visual level gauge, normal and emergency vents
- Rear electrical stub-up area with removable access panel
- Removable engine supply and return dip tubes
- Two additional 1" (25.4 mm) ports for customer use
- Tanks are rated to safely support the weight of the generator
- 8 gal (30.3 L) drip pan for oil and coolant (for generator sets up to 60 kW only)
- Standard NPT tank fittings
- UL listed emergency vents sized as per UL standards 3" (76.2 mm), 4" (101.6 mm), and 5" (127 mm) NPT
- Normal atmospheric vent 1-1/4" (31.75 mm)
- Top-mounted fuel level sensor with control panel alarms
- Top-mounted leak detection switch
- Lockable fuel fill cap, 4" (101.6 mm) NPT.

Description

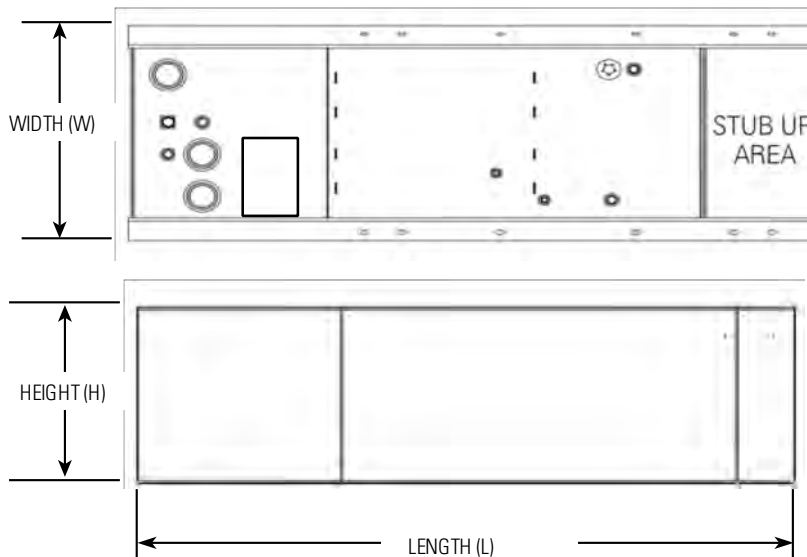
- Dual wall, secondary containment
- Pressure tested to UL requirements
- Fuel tank mounts directly below generator skid base
- Modular tank design is compatible with all factory units open and enclosed

Options

- Emergency vent and normal vent extension kits 12' (3.66 m)
- 5 gal (18.9 L) spill containment
- Overfill prevention valve
- Tank riser to allow for visual secondary containment leak inspection
- Drop tube

Sub-Base Fuel Tank Capacities with Fuel Tank Dimensions

Engine Model	Tank Feature Code	Generator Set Rating kW	Est. Run Time hrs	Fillable Capacity		Usable Capacity		Vent	Length 'L'		Width 'W'		Height 'H'		Weight (Dry)	
				L	gal	L	gal		in	mm	in	mm	in	mm	in	kg
C7.1	FSBT124	125	40	1520	402	1495	395	4	4035	158.9	100	39.4	647	25.5	720	1587
		150	35													
		175	29													
		200	27													
	FSBTJ48	125	78	2940	777	2918	771	5	5035	198.2			933	36.7	1145	2524
		150	68													
		175	57													
		200	52													



Tanks are UL Listed and constructed in accordance with UL Standard for Safety UL 142, Steel Aboveground Tanks for Flammable and Combustible Liquids and Canada CAN/ULC Fabricated Steel above ground Horizontal Tanks for Flammable and Combustible Liquids.

Fuel tanks facilitate compliance with the following United States NFPA Code and Standards:

N FPA 30: Flammable and Combustible Liquids code

NFPA 37: Standard for the Installation and Use of Stationary Combustion Engines and Gas Turbines.

NFPA 110: Standard for Emergency and Standby Power Systems

Fuel tanks facilitate compliance with the following Canadian Standard and Code:

CSA C282 – Emergency Electrical Power Supply for Buildings.

CSA B139-09 – Installation Code for Oil-Burning Equipment.



Weather Protective and Sound Attenuated Enclosures 60 Hz

FEATURES

Robust / Highly Corrosion Resistant Construction

- Stainless steel flush fitting latches and hinges tested and proven to withstand extreme conditions of corrosion
- Zinc plated or stainless steel fastener

Excellent Access

- Single side access for service and controls
- All non-service sides have removable doors and/or panels
- Radiator fill access
- Lube oil and coolant drains piped to the exterior of the enclosure base
- Large cable entry area for installation ease
- Double doors on both sides
- Vertically hinged doors with solid bar door stays to hold doors in place when open

Security and Safety

- Lockable access doors which give full access to control panel and breaker
- Cooling fan and battery charging alternator fully guarded
- Fuel fill, oil fill, and battery can only be reached via lockable access
- Stub-up area is rodent proof.

Transportability

- These enclosures are of extremely rugged construction to withstand outdoor exposure and rough handling common on many construction sites. The sound deadening material is of a self-extinguishing design
- This range of enclosures are designed on modular principles with many interchangeable components permitting on site repair

Options

- Weather Protective - constructed with 16 gauge steel; industrial silencer mounted within the main enclosure body.
- Sound Attenuated Level 1 - constructed with 16 gauge steel; weather protective with critical silencer - silencer mounted in separate upward discharging radiator hood.
- Sound Attenuated Level 2 - constructed with 16 gauge steel; weather protective with critical silencer and 100% lined with sound deadening material – silencer mounted in separate upward discharging radiator hood.
- Sound Attenuated Aluminum constructed with 14 gauge Aluminum 5052 grade. Weather protective with critical silencer and 100% lined with sound deadening material – silencer mounted in separate upward discharging radiator hood.
- Caterpillar Yellow* or white paint.
- UL Listed sub base tanks.
- Externally mounted emergency stop button.
- Seismic certification per applicable building codes: IBC 2000, IBC 2003, IBC 2006, IBC 2009, IBC 2012, CBC 2007, CBC 2010.
- IBC certification for 180 mph wind loading

*Not available with Aluminium enclosures

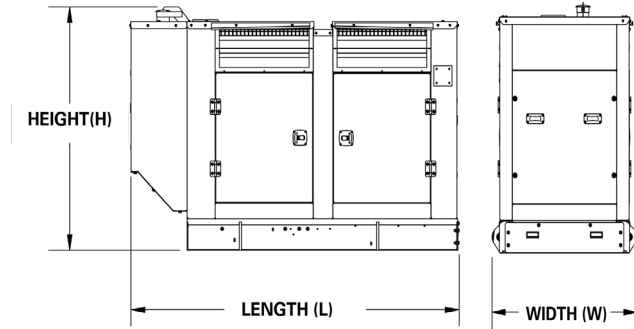
Enclosure Sound Pressure Levels (SPL) at 100%

Weather Protective Enclosure		Cooling Air Flow Rate		SPL @7m (23ft)
Model	Standby eKW	m ³ /s	cfm	dBA
D125-8	125	4.6	9676	78
D150-10	150	4.6	9676	79
D175-4	175	5.9	12431	84
D200-2	200	5.9	12431	89
SA Level 1 Enclosure				
Model	Standby eKW	m ³ /s	cfm	dBA
D125-8	125	4.2	8899	74
D150-10	150	4.2	8899	74
D175-4	175	5.6	11830	78
D200-2	200	5.5	11654	81
SA Level 2 Enclosure				
Model	Standby eKW	m ³ /s	cfm	dBA
D125-8	125	4.2	8899	74
D150-10	150	4.2	8899	74
D175-4	175	5.2	11018	74
D200-2	200	5.1	10806	75
SA Aluminum Enclosure				
Model	Standby eKW	m ³ /s	cfm	dBA
D125-8	125	4.2	8899	74
D150-10	150	4.2	8899	75
D175-4	175	5.2	11018	75
D200-2	200	5.1	10806	75

Note: The sound pressure level data shown above is quoted as free field and is for guidance only. Actual levels produced may vary according to site conditions

Enclosure Dimensions & Weights

Model	Standby eKW	WP Industrial		SA Level 1		SA Level 2		SA Aluminum	
		kg	lb	kg	lb	kg	lb	kg	lb
D125-8	125	348	768	393	867	406	896	176	387
D150-10	150								
D175-4	175								
D200-2	200								



Enclosure Dimensions: Skid Bases

Engine Model	Generator Set Rating eKW	Enclosure	Width 'W'		Length 'L'		Height 'H'	
			mm	in	mm	in	mm	in
C7.1	125	WP	1110	43.7	3204	126.1	1773	69.8
	150							
	175							
	200							
	125	SA Level 1, SA Level 2 and SA Aluminum	1110	43.7	3659	144.1	1852	72.9
	150							
	175							
	200							

Enclosure Dimensions: UL Listed Sub Tank Base.

Engine Model	Generator Set Rating eKW	Enclosure	402 Gallon Sub Base Tank				777 Gallon Sub Base Tank			
			Length 'L'		Height 'H'		Length 'L'		Height 'H'	
			mm	in	mm	in	mm	in	mm	in
C7.1	125	WP	4035	158.9	2420	95.3	5035	198.2	2706	106.5
	150									
	175									
	200									
	125	SA Level 1, SA Level 2 and SA Aluminum	4035	158.9	2499	98.4	5035	198.2	2785	106.5
	150									

Note: Weight includes oil and coolant but not fuel

Ref: WPIA, WPIB, WPIC, SATCBA, SATCBB, SAT, CBC, SATFBA, SATFBB, SATFBC, ENCAL02, ENCAL03, ENCAL04.

EMCP 4 CONTROL KEY FEATURES

EMCP 4 control features

- Run / Auto / Stop Control
- Speed and Voltage Adjust
- Engine Cycle Crank
- 24-volt DC operation
- Environmental sealed front face
- Text alarm/event descriptions

Digital indication for:

- RPM
- DC volts
- Operating hours
- Oil pressure (psi, kPa or bar)
- Coolant temperature
- Volts (L-L & L-N), frequency (Hz)
- Amps (per phase & average)
- kW, kVA, kVAR, kW-hr, %kW, PF (4.2 only)

Warning/shutdown with common LED indication of:

- Low oil pressure
- High coolant temperature
- Overspeed
- Emergency Stop
- Failure to start (overcrank)
- Low coolant temperature
- Low coolant level



Programmable protective relaying functions:

- Generator phase sequence
- Over/Under voltage (27/59)
- Over/Under Frequency (81 o/u)
- Reverse Power (kW) (32)(4.2 only)
- Reverse reactive power (kVAr) (32RV)
- Overcurrent (50/51)

Communications:

- 4 digital inputs & 4 relay outputs (4.1)
- 6 digital inputs & 8 relay outputs (4.2)
- 12 digital inputs & 8 relay outputs (4.4)
- Customer data link (Modbus RTU) (4.2 only)
- Accessory module data link (4.2 only)
- Serial annunciator module data link (4.2 only)
- Emergency stop pushbutton

Compatible with the following:

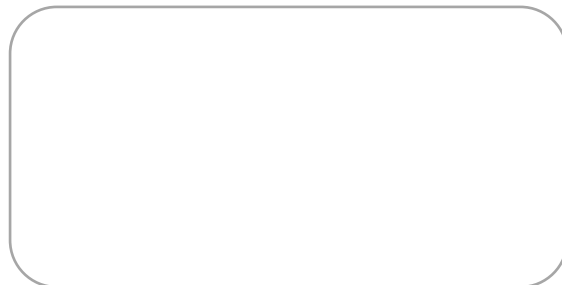
- Digital I/O module
- Local Annunciator
- Remote CAN annunciator
- Remote serial annunciator

FINANCING

Caterpillar offers an array of financial products to help you succeed through financial service excellence. Options include loans, finance lease, operating lease, working capital, and revolving line of credit. Contact your local Cat dealer for availability in your region.

WORLDWIDE PRODUCT SUPPORT

Cat dealers provide extensive post-sale support including maintenance and repair agreements. Cat dealers have over 1,800 dealer branch stores operating in 200 countries. The Caterpillar[®] SOSSM program effectively detects internal engine component condition, even the presence of unwanted fluids and combustion by-products.



LET'S DO THE WORK.™

LEHE1586-02 (07-19)

www.Cat.com/electricpower

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Marina Coast Water District
Agenda Transmittal

Agenda Item: 13-D

Meeting Date: December 16, 2019

Prepared By: Derek Cray

Approved By: Keith Van Der Maaten

Agenda Title: Consider Adoption of Resolution No. 2019-90 for the Purchase of One New Standby Generator for the Ord Village Lift Station from Quinn Cat

Staff Recommendation: The Board of Directors to accept the proposal for the purchase of one new standby generator from Quinn Cat in the amount not-to-exceed of \$57,903 and authorize the General Manager to sign all the necessary documents.

Background: *5-Year Strategic Plan Mission Statement – We provide our customers with high quality water, wastewater collection and conservation services at a reasonable cost, through planning, management and the development of water resources in an environmentally sensitive manner.*

The Marina Coast Water District (District) operates the water and wastewater for Central Marina and the Ord Communities. The District's water system (2710017) is regulated by the State Water Resources Control Board, Department of Drinking Water and the wastewater collection system is regulated under State Water Resources Control Board Statewide General Discharge Requirements Order No. 2006-0003-DWQ.

Discussion/Analysis: The District's Operations and Maintenance Department maintains the District's water and wastewater facilities. The largest sewer lift station, Ord Village, recently experienced a fire at the generator located at this lift station on December 6, 2019. The fire caused significant damage to the entire generator set, thus rendering it unusable. The generator is approximately 23 years old and is located in the harsh marine environments, as it is situated next to the ocean, and has far exceeded its useful life. Ord Village Lift Station has a very high amount of flow and can only be offline without power for approximately an hour and a half, before the site will begin to spill over, causing a sanitary sewer overflow that has the potential to reach the Ocean. Because of the urgency, the Operations and Maintenance Department immediately installed a temporary rental unit in its place, and wired it up to run remotely, until a permanent replacement could be procured.

Currently in design from Schaaf and Wheeler, is a replacement Ord Village Lift Station which will be located across the highway. The design calls for a new 175 KW genset, sized appropriately to run the 70 HP pumps. Therefore, staff is recommending purchasing immediately a 175 KW genset to place temporarily at the existing Ord Village Lift Station. Prior to the new site coming online, the genset would then get relocated over to the new Ord Village Lift Station across the highway.

The District sought out a proposal via Sourcewell for the above listed genset from Quinn Cat, out of Salinas, California. The total amount was \$57,903. The Operations and Maintenance staff have been satisfied with the current Caterpillar Generators that the District owns as they have proven to be reliable over the years. Also, the District has a very good working relationship with Quinn Cat, as they currently do all emergency repair for the District's generators.

The proposed genset is a Caterpillar made, double wall diesel containment with leak detection and I/O output to allow status monitoring from the Districts SCADA system.

The Sourcewell pricing includes delivery, startup services, 2-year warranty, and applicable sales tax. The District has been a member of Sourcewell since 2013 and Sourcewell meets all competitive bidding requirements for the District. Payment terms are net 30 upon delivery.

Environmental Review Compliance: None required.

Financial Impact: Yes No Funding Source/Recap: Funding for the purchase of the generator would come from the \$2,500,000.00 budgeted for the Ord Village LS and Force Main Improvements, Capital Improvement Budget for FY 2019-2020.

Other Considerations: None

Material Included for Information/Consideration: Resolution No. 2019-90, a copy of the Sourcewell Generator/ATS proposal, and generator specification sheets.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

December 16, 2019

Resolution No. 2019 - 90
Resolution of the Board of Directors
Marina Coast Water District
Approving the Purchase of One New Standby Generator
for the Ord Village Lift Station from Quinn Cat

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on December 16, 2019, at 211 Hillcrest Avenue, Marina, California.

WHEREAS, the District’s wastewater collection system is regulated under State Water Resources Control Board Statewide General Discharge Requirements Order No. 2006-0003-DWQ; and,

WHEREAS, the District’s Ord Village Lift Station houses the largest pumps the District owns and has significant flows throughout the day; and,

WHEREAS, the Ord Village Lift Station’s generator caught on fire on December 6, 2019 rendering it unusable; and,

WHEREAS, due to the lift station’s location, flow rate and size, a permanent generator is needed to ensure uninterrupted flows; and,

WHEREAS, a replacement Ord Village Lift Station is currently in design by Schaaf and Wheeler to be relocated to the other side of Highway One, which includes a new 175 KW genset; and,

WHEREAS, the replacement generator will be sized to fit the new site, but installed at the existing Ord Village Lift Station, and then relocated to the new site when it comes online; and,

WHEREAS, the District sought out a proposal via Sourcewell for one stationary standby generator; and,

WHEREAS, the District received a proposal from Quinn Cat through Sourcewell for one new generator in the amount of \$57,902.50; and,

WHEREAS, the District is a member of Sourcewell, a government unit which falls under intergovernmental purchasing of the District’s procurement policy; and,

WHEREAS, the purchase is not through Federal funds.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Marina Coast Water District does hereby approve the proposal from Quinn Cat in the amount not-to-exceed \$57,903 for one new standby generator and authorizes the General Manager to execute all necessary contracts and documents to procure the equipment.

PASSED AND ADOPTED on December 16, 2019 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 _____

, President

ATTEST:

Keith Van Der Maaten, 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. 2019-90 adopted December 16, 2019.

Keith Van Der Maaten, Secretary



QUOTATION

NO. 190975r2

3500 Shepherd Street, City of Industry, California 90601
Box 226789, Los Angeles, California 90022-0744
(562) 463-6000 Fax: (562) 463-7156

Date: December 10, 2019

Page: 2 of 5

BILL OF MATERIALS

Genset 175KW

EPA STATIONARY EMERGENCY
60HZ 3PH 480/277V VOP601
STANDBY POWER
60 Hz, 175 kW
D175 60HZ 480V
ENGLISH PANEL LANGUAGE
UL 2200 LISTED PACKAGE GEN SET
NO CSA CERTIFICATION
IBC SEISMIC CERT OF COMPLIANCE
ENGLISH INSTRUCTION LANGUAGE
STANDARD WARRANTY
GENERAL EPG
ENERGY UTILITIES
EMERGENCY STANDBY POWER
AUTHORIZED APPROVAL NUMBER
SPACE HEATER 1H
LC5014F 60Hz SE ALT AC
PERMANENT MAGNET EXCITATION
105C TEMP RISE OVER 40C AMB
SKID WITH FUEL TANK
SUB BASE TANK 408 GAL
5 GALLON SPILL CONTAINMENT
NO TANKS RISER
Standard vent pipe 12ft Extens
EMERGENCY VENT UL-4"
Fuel Level Alarms / SD
L2 SOUND ATTENUATED ENC (c)
CAT White
WIRING FOR CANOPY SPACE HEATER
STANDARD PANEL DOOR WITH ENC
EMCP4.2B CONTROL PANEL
NFPA BUNDLE
DISCRETE I/O MODULE SHIP LOOSE
RELAY GROUND FAULT INDICATION
WET BATTERY (B1W)
NFPA BATT CHARGER UL10A 120VAC
JACKET WATER HEATER
NO EXTERNAL EMERGENCY STOP
VOLT FREE CONTACTS GENSET RUN
LOW COOLANT LEVEL SHUTDOWN 1
OVERLOAD ALARM SWITCH PPo1_I
SEISMIC VIBRATION ISOLATOR (C)
PANEL MOUNTED AUDIBLE ALARM
CONTROL PANEL OPTIONS BOX
ENGINE OPTION HARNESS
NO POWER TERMINAL STRIP
SINGLE CIRCUIT BREAKER
400A 100% RATED BREAKER
NO 2ND CIRCUIT BREAKER
NO SUSE DECALS & FILMS
AUXILIARY CONTACTS
NO SUSE 1ST CB 125A TO 400A
NOT REQUIRED.
CARTRIDGE TYPE AIR FILTER
STANDARD RADIATOR
ENCLOSURE SILENCER
QTY REMOTE ANNUNC
ANNUNCIATOR BOX
STD TEST - PKG GEN SET 0.8 PF



QUOTATION

NO. 190975r2

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Date: December 10, 2019

Page: 3 of 5

Accessories and/or modifications

Initial fill of coolant and lube oil
(1 set) Operation & Maintenance manuals (electronic copy) * **(additional sets, at additional cost)**
Factory standard warranty - 2 years from startup service

QPS field work

Delivery to jobsite (**offload/crane service by others**)
Level 2 Startup Service [**incl. generator inspection & 2hr load bank test**] ~
Basic Demonstration – [**included at no charge, if provided during the time of startup**].
** See adder price below for a separate training session**

Not included

Sales tax
Air, building or construct permits
Offloading/crane service of equipment off delivery truck
Installation, wiring, piping, plumbing or anchoring of equipment
Diesel fuel, initial fill or for testing

Optional adders

Anchor Calculations – **Add: \$500.00** (per piece of equipment)
QPS Standard Field Testing Service:
C4.4 –C7.1&Gas Level 2 Startup Service [**incl. generator inspection & a 2hr load bank test**] ~ – **Add: \$1,420.00**
C4.4 –C7.1&Gas Level 3 Startup Service [**incl. generator inspection & a 4hr load bank test**] ~ – **Add: \$1,890.00**
C4.4 –C7.1&Gas NFPA 110 Startup Service [**incl. generator inspection, 2hr load bank & 2hr building load test**] ~ – **Add: \$2,470.00**
Pre-Startup Readiness Inspection (single day visit with contractor) – **Add: \$1,600.00**
On-site Training Session [**single, 4 hour day**] – **Add: \$1,100.00**
** Additional PM levels available for Genset, ATS and Load Bank Testing. Call for a quotation! **
IR Scanning [**at 60 days & at 11 months after installation, includes test report, genset and single ATS**] – **Add: \$4,900.00**
CAT Standby Genset: Extended Service Coverage (2019) – 5 year / 2500 hours, levels:
C7.1 (D125-D200) Silver (**Add: \$740**); Gold (**Add: \$1,100**); Platinum (**Add: \$1,290**); Platinum Plus (**Add: \$1,460**)
** Alternate ESC available with 3 to 10 year term lengths, for prime power application, ATS's, Rental and Tier4 Final units. Call for a quotation! **

- * = Shipped loose to jobsite, installed on site by others.
- ^ = Installed, assembled or prepared by QPS or 3rd party.
- + = Pre-assembled, removed for shipping, re-installed on site by others.
- ~ = Service truck must be able to park within 25'ft horizontally & vertically of unit, over 25'ft at additional cost, based on T&M and billed direct from QPS Service department.

Availability:

Submittals: Estimated (2-6 Weeks) on receipt and approval of purchase order. (1 electronic copy)
Equipment: Estimated (18-22 Weeks) for factory build time after submittal approval.
Modifications: Estimated (Additional time TBD) additional time will vary depending on 3rd party or Quinn shop schedule and scope of work.
Not included: Unforeseen factory delays, transit time from factory or vendor and/or delays due to project site readiness.
**** Equipment prices and lead times are subject to change without notice.****

NOTES, EXCEPTIONS, CLARIFICATION

- > Quinn Power Systems is not a general, electrical or installing contractor. Providing equipment and services as described above only.
- > The equipment offered in this proposal is CAT standard product (with modifications) as listed above based on 1) verbal or written request. No specifications or drawings provided for review. No other written details, plans, specification sections, contract documents, general or supplementary conditions apply to this quotation. Equipment is as stated above, call for any revisions to equipment quoted. Exception taken to anything not included in this proposal and as listed below.
- > Quotation does not include any Sales Tax, Air District or Building Permits, Off-loading or Crane Services, Installation or Anchoring, Initial Fuel fill or Test fuel, Major Testing unless otherwise specified in the Bill of Materials.
- > Depending on final height of installed generator set, a working platform may be required to access the control panel and maintenance doors. Platforms are not included in this proposal, unless stated above. Call for revised quotation if required.
- > Startup/Commissioning Services are provided for CAT factory/QPS supplied equipment only. Scope of work for Startup Services available upon request. Out of Scope services are billed on a Time & Material basis in the field at purchaser's expense. QPS standard labor rates apply. Technician services are provided during normal business hours Monday through Friday.
- > Exception taken to any NETA 3rd party or independent testing requirements. Any and all testing as listed above to be provided by QPS technicians

EMISSIONS NOTE

- "California Air Resources Board (CARB) has approved alignment with the federal New Source Performance Standards (NSPS). Such alignment allows for emergency standby engines to be exempt from Tier 4 emissions standards; however, local air districts can require more stringent emissions control. The prospective buyer of the equipment quoted above is hereby notified the NSPS exemption does not apply to non-emergency standby engines (e.g. prime power applications such as peak shaving, parallel operation with the grid, or storm avoidance), or portable engines, even if used for emergency standby. Consult the local air district for permitting requirements and required emissions controls. Presently, South Coast Air Quality Management District (SCAQMD) Rule 1470 requires the use of a particulate filter if an engine is located within 100 meters of a school, and may require either a diesel particulate filter or an oxidation catalyst, depending upon engine size, if the installation is within 50 meters of a sensitive receptor. Particulate filters may also be required for Title V and major polluting facilities. For emissions requirements specific to the project for which this engine is being quoted, please contact SCAQMD at 909-396-2000. Unless otherwise listed above a DPF is not included in this proposal, please call for quotation if a DPF is required for this project."
- Caterpillar engines require a minimum of 30% load to prevent engine damage due to wet-stacking. Depending upon the permit and site specific conditions, SCAQMD emergency engine permits will only allow between 20 and 50 hours of runtime per year for non-emergency applications such as testing and exercising. Passive Diesel Particulate Filter systems depend on generator loading of a minimum of 50-60% to achieve minimum exhaust temperature threshold to keep soot regeneration and the filter backpressure within acceptable levels. If the engine will be operated consistently at low loads/low exhaust temperatures, the customer should make provisions to add load via facility operations or a load bank. Active Diesel Particulate Filter systems require no external load in order to regenerate. If listed above, Passive DPF option pricing, does not include a load bank or a load bank circuit breaker. If a load bank is needed for this project, please call for quotation.

TERMS AND CONDITIONS

1. Acceptance of Order.

This Quotation is for Buyer's information only and is not a valid offer to sell unless signed by an authorized representative of Seller in the place provided on the face of this Quotation. Prices, terms and conditions in an order from Buyer, which are inconsistent with the prices, terms and conditions of this Quotation, will be rejected by Seller, and are of no force and effect unless accepted in writing by Seller. Prices, delivery schedules and the scope of work on this Quotation are subject to change at Seller's discretion.

2. Liability.

Seller's liability on any claim of any kind, including claims for negligence, or for any loss or damage arising out of or connected with the manufacture, sale, delivery, installation, resale or use of any products covered by or furnished under any order connected with this Quotation shall be limited to those claims arising solely from the acts of Seller and Seller shall in no way be liable for any special, indirect, incidental or consequential damages. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. Buyer expressly acknowledges and agrees that Seller has set its prices in reliance upon the limitations of liability and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties. Any claims against Seller for shortages in shipments shall be made in writing to Seller within fifteen (15) days of receipt of shipment by Buyer. Unless otherwise provided for in writing, Seller's responsibility for shipment ceases upon delivery to carrier, and any claims for shortage, delays or damage occurring thereafter shall be made direct to carrier by Buyer. Seller shall not be liable for any delays in delivery attributable to strikes, labor disputes, lockouts, accidents, fires, delays in manufacture or in transportation, delays in delivery of component materials, floods, severe weather, or Acts of God, embargoes, governmental actions, or any other cause beyond the reasonable control of Seller. Seller shall not indemnify nor be liable to Buyer, Buyer's assigns, successors, purchasers, lessees or licensees, or to any person or entity for any claims, losses, expenses or judgments arising out of or resulting in any way from the product or integration of compatibility of the product with any other components, processes, facilities or equipment that does not comply with the equipment manufacturer(s)'s recommendations.

3. Shipments.

Unless otherwise specified, all risk of loss from the goods shall shift to Buyer at such time as the goods are delivered to a carrier for shipment to Buyer. Unless otherwise specified, shipment dates are approximate and all quoted prices exclude shipping costs. Shipment of goods under any order accepted by Seller shall be subject to the approval by Seller of Buyer's financial condition at the time of shipment. Whether or not terms of payment are specified elsewhere, Seller may, at its option, condition shipments under any order accepted by Seller upon receipt of satisfactory security or of cash prior to shipment. If, at Buyer's request, shipment of goods under any order accepted by Seller is delayed more than thirty (30) days after the shipment date specified in the order, or the date the goods are ready for shipment, whichever is later, Seller will require immediate payment in full and/or assess additional charges for the expenses incident to such delay.

4. Termination.

In the absence of a written agreement between Buyer and Seller expressing different terms and conditions as to termination, any order accepted by Seller may be terminated prior to completion by Buyer only upon written notice to Seller and payment of Seller's termination charges. If notice of termination is received by Seller after Seller has committed to buy the principal components for any order, termination charges shall include all direct and indirect costs incurred by Seller and the total profit anticipated by Seller. Additionally, Buyer's instruction to Seller to stop work for thirty (30) days during the time specified for performance in any order may be construed by Seller as the equivalent of written notice of termination from Buyer and previous stipulations will be in effect.

5. Taxes.

Unless expressly stated, Seller's prices do not include sales, use, excise or similar taxes, which Seller may be required to pay in filling Buyer's order. The amount of any applicable tax shall be paid by Buyer as an additional charge unless specifically included in any order accepted by Seller, or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.

6. Patents.

Seller shall, at its own expense, defend and save Buyer harmless from the expenses and consequences of any suit or procedure brought against Buyer, based on a claim that the use or sale of goods specified in any order accepted by Seller constitutes an infringement of any United States letters of patent in existence on the date of any such order; provided Buyer promptly notifies Seller in writing of such claim and gives the necessary authorization, information and assistance for the defense of such a claim.

7. Changes.

Seller, and Seller's suppliers, may, at any time, without notice to Buyer, make changes (whether in design, materials, the addition of improvements, or otherwise) in any goods specified in any order accepted by Seller without incurring any obligation of any kind as a result thereof, but only to the extent that such change does not cause the goods specified to fail to meet Buyer's requirements. Buyer may, in its order, provide for changes in its requirements with provision for a corresponding equitable change in the price, if any; but in no instance shall Buyer make changes, which are substantially different from the scope of the original order accepted by Seller.

8. Export Sales.

In the event the goods and services specified in any order accepted by Seller are for export, the Buyer shall be responsible for securing export, import and other licenses or authorizations as may be required. The conditions specified in this Section apply to all export transactions. This transaction is only for the sale of the equipment requested and detailed in this Quotation. Not included is any startup assistance, field-testing, training or any other services that might be required on site. Also not included is any installation, installation audits, sea trials (if applicable), or installation materials. To ensure proper application, installation, and warranty integrity, Buyer is encouraged to contact the applicable Caterpillar Dealer for these services. The costs of these services are not included in the sale price nor will Seller be responsible for any such related costs.

9. Permits for Equipment Design, Installation and Operation.

As a supplier of equipment, disclaims responsibility for any and all permits or licenses necessary to design, install and operate the equipment due to zoning, air quality, environmental, safety, building or construction codes or use permits pertaining to Buyer's particular application of such equipment or any similar type of permit. Special attention should be given to the requirements of local air district rules and California Air Resources Board (CARB) regulations pertaining to permit requirements. Seller is quoting on equipment based on the specifications set forth in this Quotation. If additional equipment or engine modifications are required beyond the specifications, such as additional equipment required for compliance by a local air district or CARB, those items are not included and are the responsibility of Buyer. For example, South Coast AQMD (SCAQMD) Rule 1470 may require controls and limits on particulate matter, especially when the engine installation is within 100-meters from a school, or within 50 meters of a sensitive receptor (defined in Rule 1470). Ultra low sulfur fuel is required for particulate filters. CARB Diesel Fuel, or other CARB-approved alternative fuel, is also required for compression ignition (CI) engines operated in California. When indicated in the bill of materials, the proposed equipment may be SCAQMD pre-approved as Certified Equipment. This certification does not eliminate the permit process or responsibility of others to obtain a permit. Procurement of certified equipment assures permitability, reduces the permit processing fees and reduces the time necessary to obtain the permit through SCAQMD.

10. Start-up, Commissioning and Operating Requirements.

Equipment provided in this Quotation may require start-up and commissioning, including inspection(s), to ensure the equipment is installed in accordance with manufacturer(s)'s recommendations and specifications. If Seller has commissioned the equipment, Buyer agrees not to modify the design or components of the installation such that the modifications would violate any legal requirements of the installation, or would cause the installation to deviate from manufacturer(s)'s recommendations and specifications. Buyer acknowledges and agrees that, with respect to products sold to Buyer in connection with this Quotation, Buyer shall have the sole responsibility to ensure the products are properly installed, operated and maintained in accordance with the manufacturer(s)'s recommendations and specifications, and to determine and



QUOTATION

NO. 190975r2

3500 Shepherd Street, City of Industry, California 90601
Box 226789, Los Angeles, California 90022-0744
(562) 463-6000 Fax: (562) 463-7156

Date: December 10, 2019

Page: 5 of 5

comply with all applicable Federal, state, local and regulated use restrictions and requirements, including, without limitation, the continuing responsibility to ensure that the use of product is in full compliance with all applicable environmental laws and regulations. Failure to install, operate and maintain the products in accordance with the manufacturer(s)'s recommendations and specifications will invalidate any applicable manufacturer's warranty.

11. Additional material.

Only those items listed in this Quotation are included with any order. For example, unless specifically identified in this Quotation, the following items are not included with any purchased equipment: any exhaust or fuel piping, main fuel tank, fuel, duct work, special tools, insulation, wiring, cable, bus duct, concrete, anchor bolts, rigging or any material or labor incidental to the installation itself. Buyer specifically assumes responsibility for the provision of any such items if not specifically identified in the Quotation.

12. Hours of services.

When included, delivery, startup assistance, field testing, training or any other services required on site will be provided during the normal weekday working hours of 7:00 am to 4:30 pm. Delivery or services occurring at any other time, weekends or holidays is subject to premium charges.

13. Warranty.

The equipment manufacturer's warranty is the only warranty provided in connection with the equipment described in this Quotation. Buyer is responsible for operating and maintaining the equipment as specified by the manufacturer. The manufacturer's warranties are exclusive and in lieu of all other warranties either oral or written, express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose. Seller is not a manufacturer and makes no warranty and shall not, under any circumstances, be liable for any indirect or special, incidental or consequential damages including but not limited to loss of production, loss of profit, loss of use or business interruption, or any other economic loss, whether arising from contract, tort, strict liability or any other theory of law. Buyer, Buyer's assigns, successors, purchasers or any other person designated to operate the equipment as the end user, is responsible for operating the equipment in accordance with manufacturer(s)'s recommendations and specifications. Failure to perform all scheduled maintenance may result in damage to the equipment, and may be grounds to deny warranty coverage.

14. Terms.

Terms of payment are due upon receipt of invoice with no deductions of any kind for retentions, setoffs, discounts or other similar items. A finance charge of 1.5% per month (not to exceed the maximum allowed by law) will be charged on all past due invoices. When necessary Seller will file a California "Preliminary 20-day notice" pursuant to Section 3097 of the California Civil Code.

15. Cost additives.

A: Unit Cost.

Quotation prices are valid for 30 days only and are based on current market prices as of date of quotation. The Seller reserves the right to adjust the final invoice with a price escalation up to 6% due to 1) purchase orders being received after expiration of quotation, 2) fluctuations in raw materials market prices at time of order, 3) labor rate increases at time of scheduled field services, 4) delays in submittal approvals and/or release of equipment or 5) additional items or services provided that were not included as part of the original quotation. Since final invoicing can and may take place up to a year or more from original quotation date.

B: Delays.

If delivery is delayed by customer Buyer beyond original shipment date, purchase price is due 30 days after original shipment date and a storage and handling charge will be applied and is due each month until delivery. Finance charge of 1.5% per month (not to exceed the maximum allowed by law) is applicable on any amounts arising hereunder or in connection herewith that are not paid when due.

C: Start up.

If construction of the facility or other delays are experienced or expected, which prohibit the initial startup of the equipment beyond one year from delivery additional costs may be imposed including, but not be limited to, long term storage preparation, inspection charges, parts, service, etc.

16. Lead Times.

Lead times are based on manufactures estimated timetables. Project completion time may vary due to delays in receipt of purchase orders, submittal approval, release of equipment, manufactures unforeseen delays in production or holiday schedules. Project completion time frame cannot be guaranteed. Back orders will be processed as soon as available. Part number changes may be made to provide latest improved interchangeable items of equipment.

17. Governing Law and Venue.

The rights and obligations of the parties with respect to the transactions contemplated by this Quotation shall be governed in all respects by the laws of the State of California. The parties hereto irrevocably agree that the exclusive venue for any litigation arising in connection with the transactions specified in this Quotation shall be in the courts located in the County of Los Angeles, California.

18. Attorneys' Fees and Costs.

In the event of any legal action, controversy, claim, or dispute between the parties involving the transactions contemplated by this Quotation, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs.

19. Additional Conditions.

Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes (if applicable). The facilities shall be within a reasonable distance from where any applicable services are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide any applicable services. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Buyer shall not require Seller or its employees, as a condition to site access or otherwise, to further agree or enter into any agreement, which waives, releases, indemnifies or otherwise limits or expands any rights or obligation whatsoever. Any such agreements shall be null and void. Seller is under no obligation to remove or dispose of parts or equipment unless specifically agreed upon in Seller's scope of work. Seller-removed parts become the property of Seller. Seller must not perform any electrical power switching unless specifically requested by Buyer, under the supervision of Buyer, and subject to procedures jointly agreed to in advance. Notwithstanding Buyer's request, Seller may refuse to perform power switching, if in the opinion of Seller, such action would be unsafe. IN THE EVENT THAT SELLER PERFORMS POWER SWITCHING, TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY, DEFEND, AND HOLD SELLER HARMLESS FROM ANY AND ALL LIABILITY, ACTIONS, SUITS, CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES ("LOSSES") ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR RESULTING FROM SELLER'S PERFORMANCE OF POWER SWITCHING, REGARDLESS OF WHETHER THE LOSSES RESULT FROM SELLER'S NEGLIGENCE (WHETHER ACTION OR PASSIVE, AND WHETHER SOLE, JOINT, OR CONCURRENT), AND EVEN THOUGH CAUSED IN WHOLE OR IN PART BY A PRE-EXISTING DEFECT, STRICT LIABILITY, OR OTHER LEGAL FAULT OF SELLER. THIS INDEMNITY SHALL APPLY TO ANY ACTS OR OMISSIONS OR NEGLIGENT CONDUCT, WHETHER ACTIVE OR PASSIVE, ON THE PART OF EITHER SELLER OR BUYER. If OSHA or any other federal, state or local government, trade association, or contractual regulations or standards require a "safety person" to be on site during the performance of services, or in the event of a trade union jurisdictional dispute where trade union represented personnel are required to assist or stand by during the performance of services by Seller, Buyer shall be responsible for providing for and paying for any charge or wages for such person(s), as applicable. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller's discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller performance of Services. Buyer shall appoint a representative familiar with the site and the nature of the Services to be performed by Seller to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller's access. Buyer's personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

ACCEPTED BY:

By: _____

Company: _____

Date: _____

P.O. #: _____

SUBMITTED BY:

By: Samuel Vizcarra

Quinn Power Systems

Phone: 831-750-4072



125 ekW- 200 ekW

60 Hz

Standby	Prime
125 ekW	114 ekW
150 ekW	135 ekW
175 ekW	158 ekW
200 ekW	-

BENEFITS & FEATURES

CAT® GENERATOR SET PACKAGE

Cat generator set packages have been fully prototype tested and certified torsional vibration analysis reports are available. The packages are designed to meet the NFPA 110 requirement for loading, conform to the ISO 8528-5 steady state and fill transient response requirements.

CAT DIESEL ENGINES

The four-cycle Cat diesel engine combines consistent performance with excellent fuel economy and transient response that meets or exceeds ISO 8528-5. The engines feature a reliable, rugged, and durable design that has been field proven in thousands of applications worldwide in emergency standby installations.

COOLING SYSTEM

The cooling system has been designed and tested to ensure proper generator set cooling, and includes the radiator, fan, belts, and all guarding installed as standard. Contact your Cat dealer for specific ambient and altitude capabilities.

GENERATORS

The generators used on Cat packages have been designed and tested to work with the Cat engine. The generators are built with robust Class H insulation and provide industry-leading motor starting capability and altitude capabilities.

EMCP CONTROL PANELS

The EMCP controller features the reliability and durability you have to come to expect from your Cat equipment. The EMCP 4 is a scalable control platform designed to ensure reliable generator set operation, providing extensive information about power output and engine operation. EMCP 4 systems can be further customized to meet your needs through programming and expansion modules.

SPECIFICATIONS

ENGINE SPECIFICATIONS

Engine Model	Cat® C7.1 ACERT In-line 6, 4-cycle diesel
Bore x Stroke	105mm x 127mm (4.1in x 5.0 in)
Displacement	7.01 L (428 in ³)
Compression Ratio	16.7:1
Aspiration	Turbocharged Air-to-Air-Aftercooled
Fuel Injection System	Electronic, Common Rail
Governor	Electronic ADEM™ A4
Emission Certifications	US EPA TIER III Non-Road

GENERATOR SET SPECIFICATIONS

Alternator Design	Brushless Single Bearing, 4 Pole
Stator	2/3 Pitch
No. of Leads	12
Available Voltage Options	600/480/440/240/220V
Frequency	60Hz
Alternator Voltage	12V
Alternator Insulation & IP	Class H; IP23
Standard Temperature Rise	125/130 Deg C
Available Excitation Options	Self-Excited, AREP
Voltage Regulation, Steady State +/-	≤1%

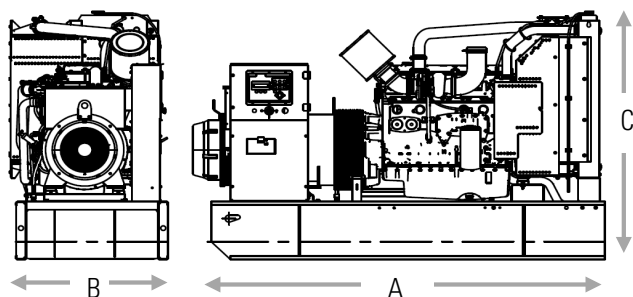
STANDARD EQUIPMENT

Air inlet system	Aftercooler core. Turbocharger
Control panels	EMCP4.2 control panel.
Cooling system	Radiator and cooling fan complete with protective guards. Standard ambient temperatures up to 50degC (122degF). 50% coolant antifreeze/corrosion inhibitor. Coolant Reservoir
Fuel system	Primary & secondary fuel filters. Fuel priming pump. Flexible fuel lines.
Generators and generator attachments	Brushless, self-excited 2/3 pitch, random wound. IP23 Protection. Insulation Class H and temperature rise Integrated Voltage Regulator
Governing system	Cat Electronic Governor (ADEM A4).
Protection System	Safety Shutoff – Low Oil Pressure Safety Shutoff – Overspeed Coolant Level Sensor
Starting/charging system	12-Volt Electric Starting Motor Batteries with rack & cables
General	Paint – Caterpillar Yellow except rails and radiators gloss black

OPTIONAL EQUIPMENT

Air inlet system	Single Element air filter Cartridge type air filter
Exhaust	Industrial, residential, critical mufflers.
Control panels	Remote Annunciators Discrete I/O Module Earth (Ground) Fault Relay
Circuit Breakers	3-Pole 100% Rated – Single & Dual breaker combination.
Enclosures	Sound Attenuated (SA)- Level 1 & Level 2 Weather Protective Aluminum Enclosure
Cooling system	Radiator Stone guards.
Mufflers	Industrial grade (10 dBA) Residential and Critical grade (25 dBA) & 35 dBA mufflers.
Fuel System	Sub Tank Bases: 408, 777 Gal
Generators and generator attachments	Excitation – Self Excitation – PMG Oversize
Starting/charging system	Standard Battery Set
Certifications	UL2200 Listed Certification of Compliance – IBC Seismic
General	Tool Set.

WEIGHTS & DIMENSIONS



Standby Ratings	Dim "A" mm (in)	Dim "B" mm (in)	Dim "C" mm (in)	Generator Set Weight kg (lb)
125 kW	3039 (120)	1110 (44)	1476 (58)	1500 (3307)
150 kW	3039 (120)	1110 (44)	1476 (58)	1500 (3307)
175 kW	3039 (120)	1110 (44)	1476 (58)	1500 (3307)
200 kW	3039 (120)	1110 (44)	1476 (58)	1500 (3307)



Image shown might not reflect actual configuration

INTEGRAL & SUB BASE FUEL TANKS

FEATURES

- UL Listed for United States (UL 142) and Canada (CAN/ULC S601)
- Facilitate compliance with NFPA 30 code, NFPA 37 and 110 standards and CSA C282 code and B139-09 standard
- Welded, heavy steel gauge construction with a containment basin sized as a minimum 110% of the tank
- Gloss black polyester triglycidyl isocyanurate (TGIC) powder coating
- Dedicated external customer interface area with access to the 4" (101.6 mm) fuel fill, visual level gauge, normal and emergency vents
- Rear electrical stub-up area with removable access panel
- Removable engine supply and return dip tubes
- Two additional 1" (25.4 mm) ports for customer use
- Tanks are rated to safely support the weight of the generator
- 8 gal (30.3 L) drip pan for oil and coolant (for generator sets up to 60 kW only)
- Standard NPT tank fittings
- UL listed emergency vents sized as per UL standards 3" (76.2 mm), 4" (101.6 mm), and 5" (127 mm) NPT
- Normal atmospheric vent 1-1/4" (31.75 mm)
- Top-mounted fuel level sensor with control panel alarms
- Top-mounted leak detection switch
- Lockable fuel fill cap, 4" (101.6 mm) NPT.

Description

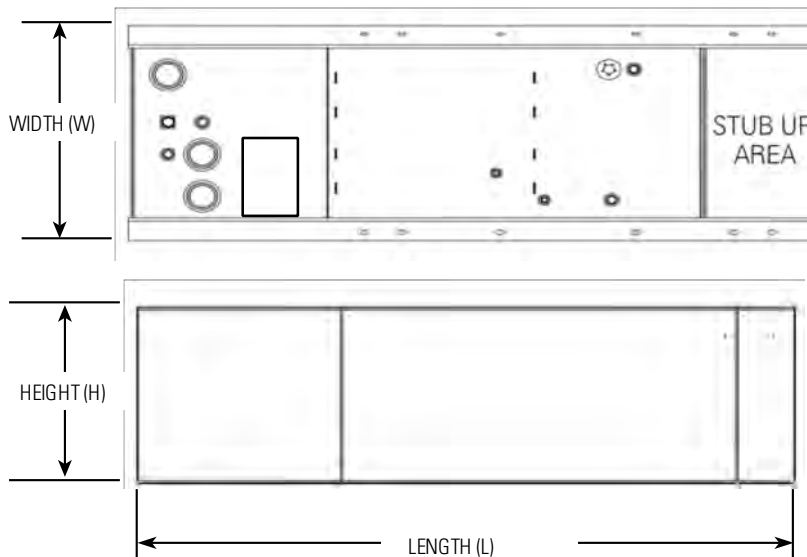
- Dual wall, secondary containment
- Pressure tested to UL requirements
- Fuel tank mounts directly below generator skid base
- Modular tank design is compatible with all factory units open and enclosed

Options

- Emergency vent and normal vent extension kits 12' (3.66 m)
- 5 gal (18.9 L) spill containment
- Overfill prevention valve
- Tank riser to allow for visual secondary containment leak inspection
- Drop tube

Sub-Base Fuel Tank Capacities with Fuel Tank Dimensions

Engine Model	Tank Feature Code	Generator Set Rating kW	Est. Run Time hrs	Fillable Capacity		Usable Capacity		Vent	Length 'L'		Width 'W'		Height 'H'		Weight (Dry)	
				L	gal	L	gal		in	mm	in	mm	in	mm	in	kg
C7.1	FSBT124	125	40	1520	402	1495	395	4	4035	158.9	100	39.4	647	25.5	720	1587
		150	35													
		175	29													
		200	27													
	FSBTJ48	125	78	2940	777	2918	771	5	5035	198.2			933	36.7	1145	2524
		150	68													
		175	57													
		200	52													



Tanks are UL Listed and constructed in accordance with UL Standard for Safety UL 142, Steel Aboveground Tanks for Flammable and Combustible Liquids and Canada CAN/ULC Fabricated Steel above ground Horizontal Tanks for Flammable and Combustible Liquids.

Fuel tanks facilitate compliance with the following United States NFPA Code and Standards:

N FPA 30: Flammable and Combustible Liquids code

NFPA 37: Standard for the Installation and Use of Stationary Combustion Engines and Gas Turbines.

NFPA 110: Standard for Emergency and Standby Power Systems

Fuel tanks facilitate compliance with the following Canadian Standard and Code:

CSA C282 – Emergency Electrical Power Supply for Buildings.

CSA B139-09 – Installation Code for Oil-Burning Equipment.



Weather Protective and Sound Attenuated Enclosures 60 Hz

FEATURES

Robust / Highly Corrosion Resistant Construction

- Stainless steel flush fitting latches and hinges tested and proven to withstand extreme conditions of corrosion
- Zinc plated or stainless steel fastener

Excellent Access

- Single side access for service and controls
- All non-service sides have removable doors and/or panels
- Radiator fill access
- Lube oil and coolant drains piped to the exterior of the enclosure base
- Large cable entry area for installation ease
- Double doors on both sides
- Vertically hinged doors with solid bar door stays to hold doors in place when open

Security and Safety

- Lockable access doors which give full access to control panel and breaker
- Cooling fan and battery charging alternator fully guarded
- Fuel fill, oil fill, and battery can only be reached via lockable access
- Stub-up area is rodent proof.

Transportability

- These enclosures are of extremely rugged construction to withstand outdoor exposure and rough handling common on many construction sites. The sound deadening material is of a self-extinguishing design
- This range of enclosures are designed on modular principles with many interchangeable components permitting on site repair

Options

- Weather Protective - constructed with 16 gauge steel; industrial silencer mounted within the main enclosure body.
- Sound Attenuated Level 1 - constructed with 16 gauge steel; weather protective with critical silencer - silencer mounted in separate upward discharging radiator hood.
- Sound Attenuated Level 2 - constructed with 16 gauge steel; weather protective with critical silencer and 100% lined with sound deadening material – silencer mounted in separate upward discharging radiator hood.
- Sound Attenuated Aluminum constructed with 14 gauge Aluminum 5052 grade. Weather protective with critical silencer and 100% lined with sound deadening material – silencer mounted in separate upward discharging radiator hood.
- Caterpillar Yellow* or white paint.
- UL Listed sub base tanks.
- Externally mounted emergency stop button.
- Seismic certification per applicable building codes: IBC 2000, IBC 2003, IBC 2006, IBC 2009, IBC 2012, CBC 2007, CBC 2010.
- IBC certification for 180 mph wind loading

*Not available with Aluminium enclosures

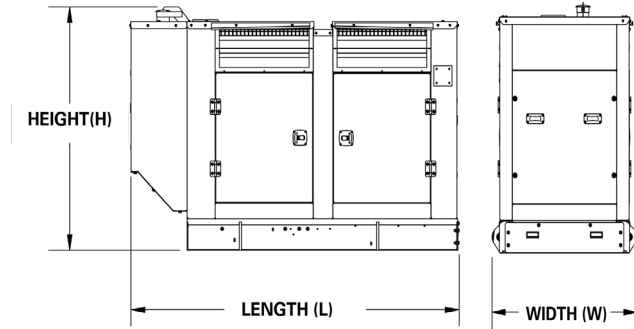
Enclosure Sound Pressure Levels (SPL) at 100%

Weather Protective Enclosure		Cooling Air Flow Rate		SPL @7m (23ft)
Model	Standby eKW	m ³ /s	cfm	dBA
D125-8	125	4.6	9676	78
D150-10	150	4.6	9676	79
D175-4	175	5.9	12431	84
D200-2	200	5.9	12431	89
SA Level 1 Enclosure				
Model	Standby eKW	m ³ /s	cfm	dBA
D125-8	125	4.2	8899	74
D150-10	150	4.2	8899	74
D175-4	175	5.6	11830	78
D200-2	200	5.5	11654	81
SA Level 2 Enclosure				
Model	Standby eKW	m ³ /s	cfm	dBA
D125-8	125	4.2	8899	74
D150-10	150	4.2	8899	74
D175-4	175	5.2	11018	74
D200-2	200	5.1	10806	75
SA Aluminum Enclosure				
Model	Standby eKW	m ³ /s	cfm	dBA
D125-8	125	4.2	8899	74
D150-10	150	4.2	8899	75
D175-4	175	5.2	11018	75
D200-2	200	5.1	10806	75

Note: The sound pressure level data shown above is quoted as free field and is for guidance only. Actual levels produced may vary according to site conditions

Enclosure Dimensions & Weights

Model	Standby eKW	WP Industrial		SA Level 1		SA Level 2		SA Aluminum	
		kg	lb	kg	lb	kg	lb	kg	lb
D125-8	125	348	768	393	867	406	896	176	387
D150-10	150								
D175-4	175								
D200-2	200								



Enclosure Dimensions: Skid Bases

Engine Model	Generator Set Rating eKW	Enclosure	Width 'W'		Length 'L'		Height 'H'	
			mm	in	mm	in	mm	in
C7.1	125	WP	1110	43.7	3204	126.1	1773	69.8
	150							
	175							
	200							
	125	SA Level 1, SA Level 2 and SA Aluminum	1110	43.7	3659	144.1	1852	72.9
	150							
	175							
	200							

Enclosure Dimensions: UL Listed Sub Tank Base.

Engine Model	Generator Set Rating eKW	Enclosure	402 Gallon Sub Base Tank				777 Gallon Sub Base Tank			
			Length 'L'		Height 'H'		Length 'L'		Height 'H'	
			mm	in	mm	in	mm	in	mm	in
C7.1	125	WP	4035	158.9	2420	95.3	5035	198.2	2706	106.5
	150									
	175									
	200									
	125	SA Level 1, SA Level 2 and SA Aluminum	4035	158.9	2499	98.4	5035	198.2	2785	106.5
	150									

Note: Weight includes oil and coolant but not fuel

Ref: WPIA, WPIB, WPIC, SATCBA, SATCBB, SAT, CBC, SATFBA, SATFBB, SATFBC, ENCAL02, ENCAL03, ENCAL04.

EMCP 4 CONTROL KEY FEATURES

EMCP 4 control features

- Run / Auto / Stop Control
- Speed and Voltage Adjust
- Engine Cycle Crank
- 24-volt DC operation
- Environmental sealed front face
- Text alarm/event descriptions

Digital indication for:

- RPM
- DC volts
- Operating hours
- Oil pressure (psi, kPa or bar)
- Coolant temperature
- Volts (L-L & L-N), frequency (Hz)
- Amps (per phase & average)
- kW, kVA, kVAR, kW-hr, %kW, PF (4.2 only)

Warning/shutdown with common LED indication of:

- Low oil pressure
- High coolant temperature
- Overspeed
- Emergency Stop
- Failure to start (overcrank)
- Low coolant temperature
- Low coolant level



Programmable protective relaying functions:

- Generator phase sequence
- Over/Under voltage (27/59)
- Over/Under Frequency (81 o/u)
- Reverse Power (kW) (32)(4.2 only)
- Reverse reactive power (kVAr) (32RV)
- Overcurrent (50/51)

Communications:

- 4 digital inputs & 4 relay outputs (4.1)
- 6 digital inputs & 8 relay outputs (4.2)
- 12 digital inputs & 8 relay outputs (4.4)
- Customer data link (Modbus RTU) (4.2 only)
- Accessory module data link (4.2 only)
- Serial annunciator module data link (4.2 only)
- Emergency stop pushbutton

Compatible with the following:

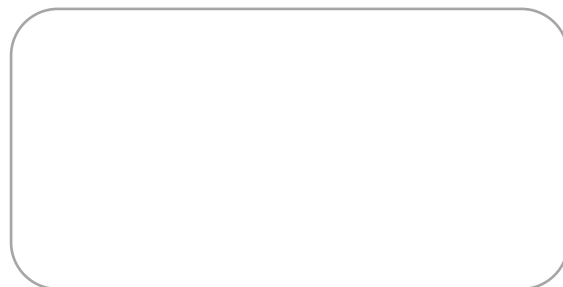
- Digital I/O module
- Local Annunciator
- Remote CAN annunciator
- Remote serial annunciator

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Marina Coast Water District
Agenda Transmittal

Agenda Item: 13-E

Meeting Date: December 16, 2019

Prepared By: Kelly Cadiente

Approved By: Keith Van Der Maaten

Agenda Title: Consider Adoption of Resolution No. 2019-91 to Approve District Collection of Delinquent Water Accounts Policy

Staff Recommendation: The Board of Directors adopt Resolution No. 2019-91 to approve the District Collection of Delinquent Water Accounts Policy.

Background: *5-Year Strategic Plan, Goal No. 4 – To manage the District’s finances in the most effective and fiscally responsible manner.*

On September 28, 2018, the Governor of California approved Senate Bill No. 998 that addresses the discontinuation of residential water services. The statute requires urban and community water systems that supply water to more than 200 service connections, which includes Marina Coast Water District, to comply with the following mandates:

- Adopt written discontinuation policies that are available in multiple languages and are made available on the District’s website.
- Refrain from discontinuing residential water service due to non-payment until the payments are at least 60 days past due (85 days from bill issuance for the District), and provide information about appeals, extension and alternative repayment options. The District currently discontinues service when payments are delinquent for 60 days from bill issuance.
- Avoid discontinuing residential water service if all the following conditions exist:
 - A primary care provider certifies the discontinuation of service will pose a serious or potentially fatal threat to a resident
 - The customer demonstrates an inability to pay based on receipt of public assistance or a declaration that the household is below 200 percent of the federal poverty level
 - The customer is willing to establish an alternative payment arrangement
- Limit reconnection fess for low-income customers whose household income is less than 200 percent of the federal poverty level to no more than \$50 during regular business hours and \$150 after business hours and waive interest charges on delinquent bills.
- Attempt to provide notice to renters and mobile home or multi-family residents that their service may be discontinued due to non-payment by their landlords, and that the residents have the right to become customers of the District without paying the past-due amounts owed by the landlord. However, the District is not required to make service available to the residential occupants unless each residential occupant agrees to the terms and conditions of service and meets the requirements of law and the District’s rules and tariffs.
- Annually post the number of times the District has discontinued service for non-payment on the District’s website and provide an annual report to the Board of Directors.

These mandates are in addition to any of the other provisions of existing law, including but not limited to a notice of discontinuance 48 hours in advance of disruption of service.

Discussion/Analysis: The District currently follows Chapter 3.20 – Termination of Water Service of the District Code. The proposed policy, is requested to be approved through Board Resolution and would then supersede any contrary provision in the District’s Code. By adopting the proposed policy through Resolution, the District will save on the costs related to amending an Ordinance (notice, costly publication, multiple readings, etc.).

The District’s timeline for collection action under the new law will increase from 60 days to 85 days and requires additional notifications and procedures to ensure the delinquent customer is apprised of their rights and is informed of impending collection actions.

The expanded timeline possess an increased risk to the District for uncollectible accounts because customers will be delinquent on up to three water bills before water service can be discontinued for non-payment. However, it is difficult to estimate what the increase in uncollectible write-offs would be under SB998. Staff has also reviewed the workload required to accommodate the additional reporting and notifications and are hopeful that once the set up work has been completed for the new process, staff will be able to absorb the additional work.

For water systems the size of Marina Coast Water District, the deadline for compliance with SB998 is February 1, 2020. Staff is recommending the District enact the terms of SB998 on January 1, 2020 so that the billing/notification schedule will be consistent for the entire calendar year.

Environmental Review Compliance: None required.

Financial Impact: ___ Yes X No

Funding Source/Recap: None

Other Considerations: None

Material Included for Information/Consideration: Resolution No. 2019-91; Proposed Policy, and, Copy of SB998.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

December 16, 2019

Resolution No. 2019-91
Resolution of the Board of Directors
Marina Coast Water District to
Approve Collection of Delinquent Water Accounts Policy

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on December 16, 2019, at 211 Hillcrest Avenue, Marina, California as follows:

WHEREAS, on September 28, 2019 SB998, which addresses the discontinuation of water service for nonpayment, was signed into law; and,

WHEREAS, SB998 requires to comply with mandates that are in addition to other provisions of existing law, including but not limited to a notice of discontinuance 48 hours in advance of disruption of service; and,

WHEREAS the policy for discontinuation of water service by the District was previously in Chapter 3.20 of the District’s Code; and,

WHEREAS the Collection of Delinquent Water Accounts Policy (“Policy”) , a copy of which is attached hereto as Exhibit “A” approved through the adoption of this resolution will supersede any contrary provisions in the District’s Code; and,

WHEREAS, the Policy will take effect January 1, 2020.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby adopt Resolution No. 2019-91 to approve the District Collection of Delinquent Water Accounts Policy.

PASSED AND ADOPTED on December 16, 2019, 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 _____

, President

ATTEST:

Keith Van Der Maaten, 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. 2019-91 adopted December 16, 2019.

Keith Van Der Maaten, Secretary

COLLECTION OF DELINQUENT WATER ACCOUNTS POLICY MARINA COAST WATER DISTRICT

1.0. General

The Marina Coast Water District (MCWD or District), as an agency of the State, formed as a special district under the County Water District Act, is governed in the execution of the collection of delinquent accounts by California Government Code Sections 60370 – 60375.5. Furthermore, as an urban or community water system that supplies water to more than 200 service connections, the District is further governed, effective by law February 1, 2020, by Senate Bill No. 998.

Application

This Collection Policy applies to all collection actions on water and recycled water accounts of the District.

2.0. Changes in Laws and Regulations

In the event an applicable law or regulation is modified or eliminated, or a new law or regulation is adopted, the revised law or regulation shall, to the extent inconsistent with this Policy, automatically supersede this Policy.

3.0. Definitions

“Alternate (Amortized) Payment Arrangements” shall mean arrangements made at the request of the customer, who is unable to pay for water service within in the normal payment period and is determined by the District to be warranted.

“Delinquent Account” shall mean any account that remains unpaid (and without having made payment arrangements or established an alternative payment schedule) by close of business 30 days after issuance of the water bill.

“Late Fee” shall mean the fee assessed to a customer on any unpaid balance on the 30th day after the bill due date.

“Past Due Notice” shall mean written notice mailed to the customer by the District for unpaid balances 30 days past the due date.

“Waiver of Late Fee” shall mean the waiving of the late fee by the District, at the request of the customer, if there are extenuating circumstances and the customer has not assessed a late fee for delinquent payment in the preceding 6 months.

“Written Disconnection Notice” shall mean written notification of disconnection of service for nonpayment mailed to the customer by the District for accounts that are at least 60 days delinquent.

“48-Hour Notice” shall mean written notice in the form of door-tag to notify the customer 48 hours in advance of disconnection of water service for nonpayment.

“Notification of Disposition of Returned Check” means written notification in the form of a door-tag to notify the customer of termination of service within 48 hours of notice due to a returned check.

4.0. Procedures

The following procedures apply to the collection of delinquent accounts:

4.1 Late Fee

If payment for a bill is not received by close of business on the 30th day after the bill due date, a late fee of 10% of the past due amount will be assessed. The due date and late fee will be prominently on the bill.

4.2 Waiver of Late Fee

At the request of the customer, the District will waive the late fee if there are extenuating circumstances and the customer has not been assessed a late fee for delinquent payment in the preceding 6 months.

4.3 Waiver of Late Fee to the State of California

The State of California, because of a sound financial base and variations in budget approval and warrant payment procedures, will not be sent delinquent notices or assessed a late fee for delinquent payment of its accounts.

4.4 Alternative (Amortized) Payment Arrangements

Any customer who is unable to pay for water service within the normal payment period may request an alternative payment arrangement to avoid late fees or disruption of service. The District will consider all circumstances surrounding the request and make a determination as to whether the payment arrangement is warranted.

4.4 a. Certification by Primary Care Provider

Certification by a Primary Care Provider (General Practitioner, Obstetrician, Gynecologist, Pediatrician, Family Practice Physician, Primary Care Clinic, Hospital, or Outpatient Clinic) who certifies that the termination of service will be life-threatening or pose a serious threat to the health and safety of any resident of the premises where water service is provided will obligate the District to enter an amortized payment plan.

Payment arrangements that extend into the next billing period are considered an amortization plan, which must be in writing and signed by the customer. An amortization plan will amortize the unpaid balance over a period defined by the customer, not to exceed 12 months from the original date of the bill. The amortized payments will be combined with, and subject to the due date of, the customer's regular bill. The customer must comply with the terms of the amortization plan and remain current as charges accrue in each subsequent billing period. The customer may not request further amortization of any subsequent unpaid charges while paying delinquent charges pursuant to an amortization plan. Failure to comply with the terms of an amortization plan will result in the issuance of a written disconnection notice. The disconnection notice will be in the form of a door hanger delivered to the premises no less than 5 business days in advance of discontinuance of service.

4.5 Written Disconnection Notice

The District shall not discontinue water service for nonpayment until payment by the customer has been delinquent for at least 60 days. The District will make a reasonable, good faith effort to contact the customer in writing at least 7 business days before the discontinuation of water service for nonpayment. The written disconnection notice will be mailed to the mailing address designated on the account. If the mailing address and the address of the property to which water service is provided are different, a second notice will be mailed to the service address and addressed to “Occupant”. The written disconnection notice will include:

- Customer’s name and address
- Amount that is past due
- Date by which payment or payment arrangements are required to avoid discontinuation of service
- Description of the process to apply for an amortization plan
- Description of the process to dispute or appeal a bill
- District phone number and a web link to the District’s written collection policy

4.5 a. Notice to Residential Tenants/Occupants in an individually Metered Residence

The District will make a reasonable, good faith effort to inform the occupants, by means of written notice, when the water service account is in arrears and subject to disconnection at least 10 days before water service is shut off. The written notice will advise the tenant/occupant that they have the right to become customers of the District without being required to pay the amount due on the delinquent account, as long as they are willing to assume financial responsibility for subsequent charge for water service at that address. In order for the amount due on delinquent account to be waived, the tenant/occupant must provide verification of tenancy in the form of a rental agreement or proof of rent payments.

4.5 b. Notice to Tenants/Occupants in a Multi-Unit Complex Served through a Master Meter

The District will make a reasonable, good faith effort to inform the occupants, by means of written notice hung on the door of each residence, when the water service account is in arrears and subject to disconnection at least 10 days before water service is shut off. The written notice will advise the tenant/occupant that they have the right to become customers of the District without being required to pay the amount due on the delinquent account, as long as they are willing to assume financial responsibility for subsequent charges for water service at that address(es) served by the master meter. If one or more of the occupants are willing and able to assume responsibility for the subsequent charges for water service to the satisfaction of the District, or if there is a physical means, legally available to the District, of selectively terminating service to those occupants who have not met the requirements for service, the District will make service available to the occupants who have met those requirements.

If written disconnection notice is returned through the mail as undeliverable, the District will make a reasonable, good faith effort to visit the residence and leave a notice of discontinuance for nonpayment.

4.6 Forty-eight (48) Hour Notice of Termination

The District will make a reasonable, good faith effort to notify the customer 48 hours in advance of disconnection of water service for nonpayment. The means of notification will be in the form of a door hanger delivered to the premises.

4.7 Disconnection Deadline

All delinquent water service charges and associated fees must be received by the District by 5:30 p.m. on the day specified in the written disconnection notice.

4.8 Disconnection of Water Service for Nonpayment

The District will disconnect water service by locking off the meter. Before service is disconnected, the customer will be notified by a written disconnection notice at least 7 business days prior to termination and a second notice 48 hours prior to termination of service. The District will also call the customer 24 hours prior to discontinuation of service. The District assumes no responsibility for phone information that has not been kept up-to-date by the customer. The customer will be charged a fee to re-establish service. The meter will be locked in the off position if payment is not received within 7 days of initial termination.

4.9 Re-establishment of Service

In order to resume service or continue service that has been disconnected for nonpayment, the customer must pay the past due balance and associated fees, a re-connect fee in the amount of \$15.00 and provide an additional deposit of \$35.00 (cash or check only for deposit). The District will endeavor to reconnect service as soon as practicable but, at a minimum, will restore service before the end of day that payment was made for any past due amount and delinquent fees attributable to the termination of service. Water service that is turned on by any person other than District personnel or without District authorization may be subject to fines or additional charges or fees. Any damages that occur as a result of unauthorized restoration of service are the responsibility of the customer.

4.10 Notification of Disposition of Returned Check

Upon receipt of a returned check taken as payment of water service or other charges, the District will consider the account not paid. The District will make a reasonable, good faith effort to notify the customer by phone of the returned check. A 48-hour notice of termination of service due to a returned check will also be generated. The means of notification will be by phone call. If the District is unable to make contact by phone, a good faith effort will be made to visit the residence and leave a notice of termination of service.

Water service will be disconnected if the amount of the returned check and the returned check charge are not paid on or before the date specified in the notice of termination. All amounts paid to redeem a returned check and to pay the returned check charge must be in cash, credit card or certified funds.

4.11 Returned Checks for Previously Disconnected Service

In the event the customer tenders a non-negotiable check as payment to restore water service previously disconnected for nonpayment and the District restores service, the District may promptly disconnect service without providing further notice. No 48-hour notice of termination will be given in the case of a non-negotiable check tendered for payment of water charges that were subject to discontinuance.

4.12 Disputed Bills

If a customer disputes the water bill and exercises their right to appeal to the Board of Directors, the District will not disconnect water service for nonpayment while the appeal is pending.

4.13 Dissemination of Information

The District shall provide this information to District Customers in accordance with SB 998, including but not limited to posting on the District's website and providing the notices required hereunder in the required languages.

Senate Bill No. 998

CHAPTER 891

An act to add Chapter 6 (commencing with Section 116900) to Part 12 of Division 104 of the Health and Safety Code, relating to water.

[Approved by Governor September 28, 2018. Filed with Secretary of State September 28, 2018.]

LEGISLATIVE COUNSEL'S DIGEST

SB 998, Dodd. Discontinuation of residential water service: urban and community water systems.

Existing law, the California Safe Drinking Water Act, requires the State Water Resources Control Board to administer provisions relating to the regulation of drinking water to protect public health. Existing law declares it to be the established policy of the state that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes.

Under existing law, the Public Utilities Commission has regulatory authority over public utilities, including water corporations. Existing law requires certain notice to be given before a water corporation, public utility district, municipal utility district, or a municipally owned or operated public utility furnishing water may terminate residential service for nonpayment of a delinquent account, as prescribed.

This bill would require an urban and community water system, defined as a public water system that supplies water to more than 200 service connections, to have a written policy on discontinuation of water service to certain types of residences for nonpayment available in prescribed languages. The bill would require the policy to include certain components, be available on the system's Internet Web site, and be provided to customers in writing, upon request. The bill would provide for enforcement of these provisions, including making a violation of these provisions punishable by a civil penalty issued by the board in an amount not to exceed \$1,000 for each day in which the violation occurs, and would require the enforcement moneys collected by the board to be deposited in the Safe Drinking Water Account. The bill would prohibit an urban and community water system from discontinuing residential service for nonpayment until a payment by a customer has been delinquent for at least 60 days. The bill would require an urban and community water system to contact the customer named on the account and provide the customer with the urban and community water system's policy on discontinuation of residential service for nonpayment no less than 7 business days before discontinuation of residential service, as prescribed.

This bill would prohibit residential service from being discontinued under specified circumstances. The bill would require an urban and community

water system that discontinues residential service to provide the customer with information on how to restore service. The bill would require an urban and community water system to waive interest charges on delinquent bills for, and would limit the amount of a reconnection of service fee imposed on, a residential customer who demonstrates, as prescribed, to the urban and community water system household income below 200% of the federal poverty line. The bill would require an urban and community water system that furnishes individually metered residential service to residential occupants of a detached single-family dwelling, a multiunit structure, mobilehome park, or permanent residential structure in a labor camp, and that the owner, manager, or operator of the dwelling, structure, or park is the customer of record, to make every good faith effort to inform the residential occupants by written notice that service will be terminated and that the residential occupants have the right to become customers, as specified. The bill would require an urban and community water system to report the number of annual discontinuations of residential service for inability to pay on its Internet Web site and to the board, and the bill would require the board to post on its Internet Web site the information reported. The bill would require an urban water supplier, as defined, or an urban and community water system regulated by the commission, to comply with the bill's provisions on and after February 1, 2020, and any other urban and community water system to comply with the bill's provisions on and after April 1, 2020. The bill would provide that the provisions of the bill are in addition to the provisions in existing law duplicative of the bill and that where the provisions are inconsistent, the provisions described in the bill apply.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares as follows:

- (a) All Californians have the right to safe, accessible, and affordable water as declared by Section 106.3 of the Water Code.
- (b) It is the intent of the Legislature to minimize the number of Californians who lose access to water service due to inability to pay.
- (c) Water service discontinuations threaten human health and well-being, and have disproportionate impact on infants, children, the elderly, low-income families, communities of color, people for whom English is a second language, physically disabled persons, and persons with life-threatening medical conditions.
- (d) When there is a delinquent bill, all Californians, regardless of whether they pay a water bill directly, should be treated fairly, and fair treatment includes the ability to contest a bill, seek alternative payment schedules, and demonstrate medical need and severe economic hardship.
- (e) The loss of water service causes tremendous hardship and undue stress, including increased health risks to vulnerable populations.
- (f) It is the intent of the Legislature that this act provide additional procedural protections and expand upon the procedural safeguards contained

in the Public Utilities Code and Government Code as of January 1, 2018, relating to utility service disconnections.

SEC. 2. Chapter 6 (commencing with Section 116900) is added to Part 12 of Division 104 of the Health and Safety Code, to read:

CHAPTER 6. DISCONTINUATION OF RESIDENTIAL WATER SERVICE

116900. This chapter shall be known, and may be cited, as the Water Shutoff Protection Act.

116902. For the purposes of this chapter, the following definitions apply:

(a) "Board" means the State Water Resources Control Board.

(b) "Public water system" has the same meaning as defined in Section 116275.

(c) "Residential service" means water service to a residential connection that includes single-family residences, multifamily residences, mobilehomes, including, but not limited to, mobilehomes in mobilehome parks, or farmworker housing.

(d) "Urban and community water system" means a public water system that supplies water to more than 200 service connections.

(e) "Urban water supplier" has the same meaning as defined in Section 10617 of the Water Code.

116904. (a) An urban water supplier not regulated by the Public Utilities Commission shall comply with this chapter on and after February 1, 2020.

(b) An urban and community water system regulated by the Public Utilities Commission shall comply with this chapter on and after February 1, 2020. The urban and community water system regulated by the Public Utilities Commission shall file advice letters with the commission to conform with this chapter.

(c) An urban and community water system not described in subdivision (a) or (b) shall comply with this chapter on and after April 1, 2020.

116906. (a) An urban and community water system shall have a written policy on discontinuation of residential service for nonpayment available in English, the languages listed in Section 1632 of the Civil Code, and any other language spoken by at least 10 percent of the people residing in its service area. The policy shall include all of the following:

(1) A plan for deferred or reduced payments.

(2) Alternative payment schedules.

(3) A formal mechanism for a customer to contest or appeal a bill.

(4) A telephone number for a customer to contact to discuss options for averting discontinuation of residential service for nonpayment.

(b) The policy shall be available on the urban and community water system's Internet Web site, if an Internet Web site exists. If an Internet Web site does not exist, the urban and community water system shall provide the policy to customers in writing, upon request.

(c) (1) The board may enforce the requirements of this section pursuant to Sections 116577, 116650, and 116655. The provisions of Section 116585

and Article 10 (commencing with Section 116700) of Chapter 4 apply to enforcement undertaken for a violation of this section.

(2) All moneys collected pursuant to this subdivision shall be deposited in the Safe Drinking Water Account established pursuant to Section 116590.

116908. (a) (1) (A) An urban and community water system shall not discontinue residential service for nonpayment until a payment by a customer has been delinquent for at least 60 days. No less than seven business days before discontinuation of residential service for nonpayment, an urban and community water system shall contact the customer named on the account by telephone or written notice.

(B) When the urban and community water system contacts the customer named on the account by telephone pursuant to subparagraph (A), it shall offer to provide in writing to the customer the urban and community water system's policy on discontinuation of residential service for nonpayment. An urban and community water system shall offer to discuss options to avert discontinuation of residential service for nonpayment, including, but not limited to, alternative payment schedules, deferred payments, minimum payments, procedures for requesting amortization of the unpaid balance, and petition for bill review and appeal.

(C) When the urban and community water system contacts the customer named on the account by written notice pursuant to subparagraph (A), the written notice of payment delinquency and impending discontinuation shall be mailed to the customer of the residence to which the residential service is provided. If the customer's address is not the address of the property to which residential service is provided, the notice also shall be sent to the address of the property to which residential service is provided, addressed to "Occupant." The notice shall include, but is not limited to, all of the following information in a clear and legible format:

- (i) The customer's name and address.
- (ii) The amount of the delinquency.
- (iii) The date by which payment or arrangement for payment is required in order to avoid discontinuation of residential service.
- (iv) A description of the process to apply for an extension of time to pay the delinquent charges.
- (v) A description of the procedure to petition for bill review and appeal.
- (vi) A description of the procedure by which the customer may request a deferred, reduced, or alternative payment schedule, including an amortization of the delinquent residential service charges, consistent with the written policies provided pursuant to subdivision (a) of Section 116906.

(2) If the urban and community water system is unable to make contact with the customer or an adult occupying the residence by telephone, and written notice is returned through the mail as undeliverable, the urban and community water system shall make a good faith effort to visit the residence and leave, or make other arrangements for placement in a conspicuous place of, a notice of imminent discontinuation of residential service for nonpayment and the urban and community water system's policy for discontinuation of residential service for nonpayment.

(b) If an adult at the residence appeals the water bill to the urban and community water system or any other administrative or legal body to which such an appeal may be lawfully taken, the urban and community water system shall not discontinue residential service while the appeal is pending.

116910. (a) An urban and community water system shall not discontinue residential service for nonpayment if all of the following conditions are met:

(1) The customer, or a tenant of the customer, submits to the urban and community water system the certification of a primary care provider, as that term is defined in subparagraph (A) of paragraph (1) of subdivision (b) of Section 14088 of the Welfare and Institutions Code, that discontinuation of residential service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided.

(2) The customer demonstrates that he or she is financially unable to pay for residential service within the urban and community water system's normal billing cycle. The customer shall be deemed financially unable to pay for residential service within the urban and community water system's normal billing cycle if any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level.

(3) The customer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment, consistent with the written policies provided pursuant to subdivision (a) of Section 116906, with respect to all delinquent charges.

(b) (1) If the conditions listed in subdivision (a) are met, the urban and community water system shall offer the customer one or more of the following options:

(A) Amortization of the unpaid balance.

(B) Participation in an alternative payment schedule.

(C) A partial or full reduction of the unpaid balance financed without additional charges to other ratepayers.

(D) Temporary deferral of payment.

(2) The urban and community water system may choose which of the payment options described in paragraph (1) the customer undertakes and may set the parameters of that payment option. Ordinarily, the repayment option offered should result in repayment of any remaining outstanding balance within 12 months. An urban and community water system may grant a longer repayment period if it finds the longer period is necessary to avoid undue hardship to the customer based on the circumstances of the individual case.

(3) Residential service may be discontinued no sooner than 5 business days after the urban and community water system posts a final notice of intent to disconnect service in a prominent and conspicuous location at the property under either of the following circumstances:

(A) The customer fails to comply with an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges for 60 days or more.

(B) While undertaking an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges, the customer does not pay his or her current residential service charges for 60 days or more.

116912. An urban and community water system that discontinues residential service for nonpayment shall provide the customer with information on how to restore residential service.

116914. (a) For a residential customer who demonstrates to an urban and community water system household income below 200 percent of the federal poverty line, the urban and community water system shall do both of the following:

(1) Set a reconnection of service fee for reconnection during normal operating hours at fifty dollars (\$50), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021. For the reconnection of residential service during nonoperational hours, an urban and community water system shall set a reconnection of service fee at one hundred fifty dollars (\$150), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021.

(2) Waive interest charges on delinquent bills once every 12 months.

(b) An urban and community water system shall deem a residential customer to have a household income below 200 percent of the federal poverty line if any member of the household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level.

116916. (a) This section applies if there is a landlord-tenant relationship between the residential occupants and the owner, manager, or operator of the dwelling.

(b) If an urban and community water system furnishes individually metered residential service to residential occupants of a detached single-family dwelling, a multiunit residential structure, mobilehome park, or permanent residential structure in a labor camp as defined in Section 17008, and the owner, manager, or operator of the dwelling, structure, or park is the customer of record, the urban and community water system shall make every good faith effort to inform the residential occupants, by means of written notice, when the account is in arrears that service will be terminated at least 10 days prior to the termination. The written notice shall further inform the residential occupants that they have the right to become

customers, to whom the service will then be billed, without being required to pay any amount which may be due on the delinquent account.

(c) The urban and community water system is not required to make service available to the residential occupants unless each residential occupant agrees to the terms and conditions of service and meets the requirements of law and the urban and community water system's rules and tariffs. However, if one or more of the residential occupants are willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of the urban and community water system, or if there is a physical means legally available to the urban and community water system of selectively terminating service to those residential occupants who have not met the requirements of the urban and community water system's rules and tariffs, the urban and community water system shall make service available to those residential occupants who have met those requirements.

(d) If prior service for a period of time is a condition for establishing credit with the urban and community water system, residence and proof of prompt payment of rent or other credit obligation acceptable to the urban and community water system for that period of time is a satisfactory equivalent.

(e) Any residential occupant who becomes a customer of the urban and community water system pursuant to this section whose periodic payments, such as rental payments, include charges for residential water service, where those charges are not separately stated, may deduct from the periodic payment each payment period all reasonable charges paid to the urban and community water system for those services during the preceding payment period.

(f) In the case of a detached single-family dwelling, the urban and community water system may do any of the following:

(1) Give notice of termination at least seven days prior to the proposed termination.

(2) In order for the amount due on the delinquent account to be waived, require an occupant who becomes a customer to verify that the delinquent account customer of record is or was the landlord, manager, or agent of the dwelling. Verification may include, but is not limited to, a lease or rental agreement, rent receipts, a government document indicating that the occupant is renting the property, or information disclosed pursuant to Section 1962 of the Civil Code.

116918. An urban and community water system shall report the number of annual discontinuations of residential service for inability to pay on the urban and community water system's Internet Web site, if an Internet Web site exists, and to the board. The board shall post on its Internet Web site the information reported.

116920. (a) The Attorney General, at the request of the board or upon his or her own motion, may bring an action in state court to restrain by temporary or permanent injunction the use of any method, act, or practice declared in this chapter to be unlawful.

(b) For an urban and community water system regulated by the Public Utilities Commission, the commission may bring an action in state court to restrain by temporary or permanent injunction the use by an urban and community water system regulated by the commission of any method, act, or practice declared in this chapter to be unlawful.

116922. All written notices required under this chapter shall be provided in English, the languages listed in Section 1632 of the Civil Code, and any other language spoken by 10 percent or more of the customers in the urban and community water system's service area.

116924. Where provisions of existing law are duplicative of this chapter, compliance with one shall be deemed compliance with the other. Where those provisions are inconsistent, the provisions of this chapter shall apply. Nothing in this chapter shall be construed to limit or restrict the procedural safeguards against the disconnection of residential water service existing as of December 31, 2018.

116926. This chapter does not apply to the termination of a service connection by an urban and community water system due to an unauthorized action of a customer.

Marina Coast Water District
Staff Report

Agenda Item: 13-F

Meeting Date: December 16, 2019

Prepared By: Michael Wegley

Approved By: Keith Van Der Maaten

Agenda Title: Consider Proposed Comment Letter to Monterey One Water on the Draft Supplemental Environmental Impact Report for the Proposed Modifications to the Pure Water Monterey Groundwater Replenishment Project

Staff Recommendation: The Board of Directors is requested to provide direction for the staff prepared draft comment letter for the Draft Supplemental Environmental Impact Report for the Proposed Modifications to the Pure Water Monterey Groundwater Replenishment Project.

Background: *5-Year Strategic Plan Mission Statement 2.0 – Our objective is to provide a high-quality water distribution system and an efficiently operating wastewater collection system to serve existing and future customers.*

Monterey One Water (M1W) published a Notice of Availability of Draft Supplemental Environmental Impact Report (SEIR) for the Proposed Modifications to the Pure Water Monterey Groundwater Replenishment Project. The comment period opened on November 7, 2019 and ends on December 23, 2019. The Notice, Draft Supplemental EIR, Appendices, References and Photos are available on the M1W website at: <https://purewatermonterey.org/2019/11/07/draft-supplemental-eir/>.

Discussion/Analysis: The proposed modifications to the Pure Water Monterey Groundwater Replenishment Project have direct potential impacts to the District as owner and operator of the transmission pipeline and Blackhorse Reservoir. Additionally, M1W's facile generalizations of CalAm's proposed facilities raise deep concerns.

Staff have prepared the attached draft letter in support of the GWR expansion and review comments on the impacts to MCWD RUWAP facilities that also serve the Pure Water Monterey Groundwater Replenishment Project for the Board's consideration.

Environmental Review Compliance: None required.

Financial Impact: _____Yes No Funding Source/Recap: None

Material Included for Information/Consideration: Draft MCWD Comment Letter dated December 16, 2019, Correspondence from Director Peter Le dated December 3, 2019, Draft SEIR Notice of Availability; and, Draft SEIR available at: <https://purewatermonterey.org/2019/11/07/draft-supplemental-eir/>

Action Required: _____Resolution Motion _____Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____

Abstained _____

Noes _____

Absent _____

**MCWD Comments on the Monterey One Water
Draft Supplemental Environmental Impact Report for the
Proposed Modifications to the Pure Water Monterey
Groundwater Replenishment Project
Dated November 2019**

Marina Coast Water District (MCWD) owns and operates the product water conveyance pipeline between the Advance Water Purification Facility and the Injection Well Facilities referenced in the Monterey One Water (M1W) Draft Supplemental Environmental Impact Report (SEIR) for the Proposed Modifications to the Pure Water Monterey Groundwater Replenishment Project (GRP) dated November 2019. The conveyance facilities include approximately 50,000 feet of 16-inch to 24-inch diameter transmission main and one 2.0 MG storage tank (Blackhorse Reservoir). They are part of the MCWD Regional Urban Water Augmentation Project (RUWAP) which will also include 30,000 feet of 4 to 10-inch distribution mains, pressure reducing valves and appurtenances in addition to 25,000 feet of existing lateral pipelines. The RUWAP facilities will deliver full advanced treated recycled water produced at M1W's Pure Water Monterey Advanced Water Treatment Facility (AWTF) for outdoor landscape irrigation within MCWD's service area.

Both the MCWD Addendum No. 3 to the Environmental Impact Report for the RUWAP, dated March 20, 2016, and the M1W Addendum 3 for the Advance Water Treatment Facility Expanded Capacity Project Modifications, dated October 24, 2017:

- combined the conveyance pipeline and Blackhorse Reservoir
- expanded the AWTF from 4.0 MGD to 5.0 MGD

The AWTF provides 600 AFY for Phase I of the RUWAP in addition to up to 3,700 AFY for the GRP for a total of 4,300 AFY. AWTF expansion for Phase II of the RUWAP will provide an additional 827 AFY for a total of 5,227 AFY by a 2017 amended agreement between M1W and MCWD. The RUWAP pipelines storage tank and appurtenances are planned and sized to accommodate the total 5,227 AFY.

MCWD Final Draft Recycled Water Master Plans, dated September 2017, include plans for a RUWAP distribution main from the Blackhorse Reservoir to the intersection of Eucalyptus Road and Parker Flats Cutoff Road.

To the above, MCWD provides additional comments as follow:

1. The SEIR should disclose that MCWD is pursuing AWTF expansion to provide an additional 827 AFY for a total 1,427 AFY supply the RUWAP.
2. The SEIR should identify impacts, mitigation measures and alternatives analysis on the existing MCWD conveyance facilities (also being a part of the approved PWM/GWR Project) resulting from the Proposed Modifications and the full 1,427 AFY RUWAP.

3. The SEIR should consider an alternative for a single pipeline segment in the unpaved road from the Blackhorse Reservoir to the intersection of Eucalyptus Road and Parker Flats Cutoff Road to accommodate the combined flows between M1W's expanded project and MCWD's RUWAP. The pipeline should have an 8" turnout where M1W's pipeline would depart from Eucalyptus Road for MCWD to serve future Seaside East customers.
4. Construction of the expanded project pipeline to MCWD's reservoir site cannot impact MCWD's ability to access the reservoir site to operate the MCWD water systems. Coordinate with district staff before the point of connection and pipeline alignment are finalized. MCWD wants to formally review all pipeline plans. A portion of the proposed pipeline will require an easement across MCWD property if the pipeline is not owned by MCWD.
5. The description of the expanded project product water conveyance pipeline is 30" in diameter (Section 2.6.3), the description of the pipeline serving the extraction wells is for a 36" pipeline (Fig 2-8), which appears to be larger than needed for proposed flow conditions.
6. Sections 2.6.5. & 2.6.5.1. do not provide a description of the proposed CalAm conveyance pipelines and their proposed use(s). The SEIR should identify impacts, mitigation measures and alternatives analysis on said pipelines in order to provide comments.
7. The SEIR should identify impacts, mitigation measures and alternatives analysis on the availability of MCWD's existing 30" potable water pipeline for the proposed modifications. The pipeline is already in use for distribution of potable water from the existing ASR wells and may be able to be utilized for the extraction wells.
8. Table 2-8 does not identify the approval required for use of the MCWD owned existing conveyance facilities (transmission main and Blackhorse Reservoir) with the expanded project.
9. Section 4.18.3.4 does not mention the amended Pure Water Delivery and Supply Project Agreement Between Monterey One Water (Monterey Regional Water Pollution Control Agency) and Marina Coast Water District. Among other ownership, operation and maintenance rights and obligations, the agreement provides MCWD capacity entitlements based maximum annual use of 1,427 AFY and M1W capacity entitlement of 3,700 AFY. The SEIR should be updated to identify impacts, mitigation measures and alternatives analysis of the legal agreement.
10. Appendix I, pg. 7 recognizes M1W's allocation of 600 AFY to MCWD. However, it does not mention M1W's allocation of 827 AFY to MCWD.



NOTICE OF AVAILABILITY OF DRAFT SUPPLEMENTAL ENVIRONMENTAL IMPACT REPORT FOR PUBLIC REVIEW AND NOTICE OF PUBLIC MEETING

Monterey One Water (M1W, formerly Monterey Regional Water Pollution Control Agency), in partnership with the Monterey Peninsula Water Management District (MPWMD), has released a **Draft Supplemental Environmental Impact Report for the Proposed Modifications to the Pure Water Monterey Groundwater Replenishment Project (Draft Supplemental EIR)**. M1W is the Lead Agency under the California Environmental Quality Act (CEQA). The State Clearinghouse number for the project is SCH#2013051094. A Final Environmental Impact Report (Final EIR) was certified by M1W on October 8, 2015 and three addenda to the Final EIR have been prepared and approved by MPWMD and M1W (one in 2016 and two in 2017) for prior project changes.

PROJECT DESCRIPTION: M1W, in partnership with MPWMD, is proposing modifications to the approved Pure Water Monterey Groundwater Replenishment Project (Proposed Modifications) which would increase the project yield so that the expanded project can serve as a back-up to the California American Water Company (CalAm) Monterey Peninsula Water Supply Project desalination project (MPWSP), not as an option in the place of, the CalAm MPWSP, in the event that the CalAm desalination project is delayed beyond the Cease and Desist Order deadline of December 31, 2021. The approved PWM/GWR Project creates a reliable water supply to replace existing water supply sources for northern Monterey County. The Supplemental Draft EIR evaluates the Proposed Modifications, which would increase the amount of purified recycled water produced by 2,250 AFY using the following new and modified facilities: (1) improvements at the approved Advanced Water Purification Facility to increase peak capacity; (2) new product water conveyance facilities; (3) new and relocated injection well facilities, including monitoring wells; and (4) new potable water facilities consisting of four new extraction wells, related pipelines and appurtenances, and treatment facilities.

PROJECT LOCATION: The Proposed Modifications to the approved PWM/GWR Project would be located within northern Monterey County and would include new and modified facilities located within unincorporated areas of Monterey County and within the City of Seaside. See attached figure.

ANTICIPATED IMPACTS: Significant environmental impacts of the PWM/GWR Project with Proposed Modifications are anticipated in the following issue areas: Aesthetics; Air Quality and Greenhouse Gases; Biological Resources (Terrestrial); Cultural and Paleontological Resources; Energy and Mineral Resources; Hazards and Hazardous Materials; Land Use, Agriculture, and Forest Resources; Noise and Vibration; Public Services, Recreation, and Utilities; Traffic and Transportation; and, Growth Inducement.

HAZARDOUS WASTE SITES: Some components of the approved PWM/GWR Project and its Proposed Modifications would be located on a hazardous waste site enumerated under Section 65962.5 of the California Government Code: the entire former Fort Ord Military Base is designated by the U.S. EPA as a Superfund National Priority List site.

PUBLIC REVIEW AND COMMENT PERIOD: The public review and comment period for the Draft Supplemental EIR begins on November 7, 2019 and ends December 23, 2019, for more than the minimum required 45-days. Copies of the Draft Supplemental EIR, including documents incorporated by reference, are available for review during normal business hours at the M1W Administrative Office, 5 Harris Court, Bldg. D, Monterey, CA 93940, at the M1W Regional Treatment Plant, 14811 Del Monte Blvd., Marina, CA 93933, and at the MPWMD Office, 5 Harris Court, Bldg. G, Monterey, CA 93940. The Draft Supplemental EIR is also available online at the Pure Water Monterey Project website at: www.purewatermonterey.org. The Draft Supplemental EIR may also be viewed at the following public libraries:

- Seaside Public Library at 550 Harcourt Ave., Seaside, CA 93955
- Marina Public Library at 188 Seaside Cir., Marina, CA 93933
- Monterey Public Library at 625 Pacific St., Monterey, CA 93940
- Castroville Public Library at 11160 Speegle St., Castroville, CA 95012

PUBLIC MEETINGS: One public meeting has been scheduled during the Draft Supplemental EIR public review period to share information about the Draft Supplemental EIR and to receive public comments. Spanish translation will be available, and the venue is accessible under the Americans with Disabilities (ADA). The date and location of the meeting is **December 12, 2019 at 5:30 p.m. at Oldemeyer Center, 986 Hilby Avenue, Seaside, CA 93955**.

Comments on the Draft Supplemental EIR must be submitted in writing no later than 5:00 p.m. on Monday, December 23, 2019 to the mailing address or email address listed below:

By Mail:

Monterey One Water
ATTN: Rachel Gaudoin
5 Harris Ct., Bldg. D
Monterey, CA 93940

By Email: purewatermontereyinfo@my1water.org



Proposed Modifications to PWM/GWR Project

November 2019

Expanded PWM/GWR Project
 Supplemental EIR

Location
 Map for
 Notices

**MCWD Comments on the Monterey One Water
Draft Supplemental Environmental Impact Report for the
Proposed Modifications to the Pure Water Monterey
Groundwater Replenishment Project
Dated November 2019**

Marina Coast Water District (MCWD) owns and operates the product water conveyance pipeline between the Advance Water Purification Facility and the Injection Well Facilities referenced in the Monterey One Water (M1W) Draft Supplemental Environmental Impact Report (SEIR) for the Proposed Modifications to the Pure Water Monterey Groundwater Replenishment Project (GRP) dated November 2019. The conveyance facilities include approximately 50,000 feet of 16-inch to 24-inch diameter transmission main and one 2.0 MG storage tank (Blackhorse Reservoir). They are part of the MCWD Regional Urban Water Augmentation Project (RUWAP) which will also include 30,000 feet of 4 to 10-inch distribution mains, pressure reducing valves and appurtenances in addition to 25,000 feet of existing lateral pipelines. The RUWAP facilities will deliver full advanced treated recycled water produced at M1W's Pure Water Monterey Advanced Water Treatment Facility (AWTF) for outdoor landscape irrigation within MCWD's service area.

Both the MCWD Addendum No. 3 to the Environmental Impact Report for the RUWAP, dated March 20, 2016, and the M1W Addendum 3 for the Advance Water Treatment Facility Expanded Capacity Project Modifications, dated October 24, 2017:

- combined the conveyance pipeline and Blackhorse Reservoir
- expanded the AWTF from 4.0 MGD to 5.0 MGD

The AWTF provides 600 AFY for Phase I of the RUWAP in addition to up to 3,700 AFY for the GRP for a total of 4,300 AFY. AWTF expansion for Phase II of the RUWAP will provide an additional 827 AFY for a total of 5,227 AFY by a 2017 amended agreement between M1W and MCWD. The RUWAP pipelines storage tank and appurtenances are planned and sized to accommodate the total 5,227 AFY.

MCWD Final Draft Recycled Water Master Plans, dated September 2017, include plans for a RUWAP distribution main from the Blackhorse Reservoir to the intersection of Eucalyptus Road and Parker Flats Cutoff Road.

To the above, MCWD provides additional comments as follow:

1. Sections 2.6.5. & 2.6.5.1. do not provide a description of the proposed CalAm conveyance pipelines and their proposed use(s). The SEIR should identify impacts, mitigation measures and alternatives analysis on said pipelines in order to provide comments.
2. Under Section 2-28 is the Discussion of Cal AM Facilities. It is unclear how much of these facilities are needed for Pure Water Monterey Expansion (PWME) and how much are needed

for the Monterey Peninsula Water Supply Project (MPWSP). If any of these facilities are needed as part of the MPWSP, they should be approved by the CPUC as part of the EIR process that approved all other facilities for the MPWSP as referenced in section 2.2.2. Inclusion of these facilities required for the MPWSP within this EIR and without CPUC approval may be considered “piecemealing” the CEQA approvals for the MPWSP. Additionally, these facilities would need to be considered by the CPUC for approval within the cost cap of the MPWSP. The following are examples of why these facilities are larger than what is needed for the Pure Water Monterey Expansion project that is covered in this SEIR and therefore are likely needed for the MPWSP:

- a. Each of the four new extraction wells are sized at 1750 gpm. This equates to a new extraction capacity of 2,823 AFY per well, or a total new extraction capacity of 11,292 AFY. The Pure Water Monterey expansion project is only to add 2,250 AFY of new supply. The additional extraction well expansion capacity is far greater than what is needed for the PWME project.
 - b. The new proposed 36” pipeline would have a flow capacity of 15,682 gpm when flowing at a normal 5 feet-per-second, and a maximum capacity of 22,207 gpm when flowing at 7 feet-per-second. The Pure Water Monterey Expansion maximum flow rate is 4,000 gpm. The 36” pipeline that is proposed is much larger than is needed for Pure Water Monterey Expansion.
3. In Chapter 2, Project Description, the SEIR describes the new Cal Am Conveyance System as part of this expanded project as follows: " the addition of potable and raw water pipelines along General Jim Moore Boulevard and at the Seaside Middle School site (referred to as CalAm Conveyance Pipelines)". The above description is not clear in that it does not describe where the additional potable pipeline begins and ends, where the additional raw water pipeline begins and ends, what the sizes of these pipes are, and where exactly on General Jim Moore Blvd they will be constructed (under the existing pavement, under the sidewalk, or adjacent to the sidewalk). Additionally, the SEIR does not describe whether one of these new pipes will connect to the Cal Am desalinated pipeline that is part of the MPWSP.
 4. Section 2.7. Permits and Approvals, did not indicate whether Cal Am will need to obtain approval from California Public Utilities Commission (CPUC) for its new facilities for this expanded project and for new and/or additional components or its approved MPSWP desal project. The SEIR should clarify which components of this project will require approval from CPUC.
 5. Chapter 2 referred to a shared pipeline on General Jim Moore Blvd but it did not describe that this pipe is owned by MCWD and it did not describe the manner in which it is shared between agencies.
 6. The SEIR should identify impacts, mitigation measures and alternatives analysis on the availability of MCWD’s existing 30” potable water pipeline in General Jim Moore in place of the proposed 36” Cal Am Conveyance pipeline. The MCWD 30” pipeline is already in use for

distribution of potable water from the existing ASR wells and may be able to be utilized for the extraction wells. MCWD owns and operates the existing 30” pipeline and through Agreement with Cal Am, allows Cal Am to use the pipeline to store and recover ASR water in the Seaside basin. While the pipeline has insufficient capacity to be used for the large flows from the Desal plant, there may be sufficient available, unused, capacity in the pipeline for Pure Water Monterey Expansion. Under the max day scenario, there is 4,145 gpm currently available in the MCWD pipeline which appears sufficient for the 4,000 gpm max flow rate for Pure Water Monterey Expansion. This alternative would likely completely avoid the need to construct and install the oversized 36” pipeline proposed in the SEIR and likely would avoid all of the environmental impacts of constructing the proposed 36” pipeline.

7. Section 4.18.3.4 does not mention the amended Pure Water Delivery and Supply Project Agreement Between Monterey One Water (Monterey Regional Water Pollution Control Agency) and Marina Coast Water District. Among other ownership, operation and maintenance rights and obligations, the agreement provides MCWD capacity entitlements based on a maximum annual use of 1,427 AFY and M1W capacity entitlement of 3,700 AFY. The SEIR should be updated to identify impacts, mitigation measures and alternatives analysis of this legal agreement.
8. Appendix B discusses the 1989 Annexation Agreement between MCWD and M1W and states that “MCWD has not exercised its recycled water rights but may do so in the future”; however, Appendix B but does not include nor discuss the Pure Water Delivery and Supply Project Agreement Between Monterey One Water (Monterey Regional Water Pollution Control Agency) and Marina Coast Water District wherein MCWD is exercising its rights and has completed construction of its RUWAP transmission facilities for that purpose.
9. Appendix I, pg. 7 recognizes M1W’s allocation of 600 AFY to MCWD. However, it does not mention M1W’s additional allocation of 827 AFY to MCWD. Appendix I states that “the approved PWM/GWR Project will also provide up to 600 AFY of purified recycled water to the Marina Coast Water District.” For clarification, the 600 AFY is for only Phase 1 of MCWD’s RUWAP project. The Pure Water Delivery and Supply Project Agreement Between Monterey One Water (Monterey Regional Water Pollution Control Agency) and Marina Coast Water District include rights to MCWD for the source flows for both Phase 1 of 600 AFY and Phase 2 of an additional 827 AFY for a total of 1,427 AFY for MCWD customers. The transmission facilities to provide the 1,427 AFY of water to MCWD’s customers is complete and the distribution facilities to provide 1,427 AFY are currently being designed and constructed.
10. The SEIR failed to acknowledge or indicate that Marina Coast Water District (MCWD) owns the existing conveyance pipeline and the existing Black Horse Reservoir (conveyance facilities). The SEIR should identify impacts, mitigation measures and alternatives analysis on the existing MCWD conveyance facilities (also being a part of the approved PWM/GWR Project) resulting from the Proposed Modifications and the full 1,427 AFY RUWAP. Table 2-

8 does not identify the approval required for use of the MCWD owned existing conveyance facilities (transmission main and Blackhorse Reservoir) with the expanded project. Section 2.7, Permits and Approvals, failed to indicate that M1W needs to obtain approval from MCWD Board of Directors before it can convey an additional 2,250 AF in MCWD's owned pipeline and use the MCWD's owned Black Horse Reservoir capacity for this expanded project.

11. The SEIR should consider an alternative for a single pipeline segment in the unpaved road from the Blackhorse Reservoir to the intersection of Eucalyptus Road and Parker Flats Cutoff Road to accommodate the combined flows between M1W's expanded project and MCWD's RUWAP. The pipeline should have an 8" turnout where M1W's pipeline would depart from Eucalyptus Road for MCWD to serve future Seaside East customers. Construction of the expanded project pipeline to MCWD's reservoir site cannot impact MCWD's ability to access the reservoir site to operate the MCWD water systems. Coordinate with district staff before the point of connection and pipeline alignment are finalized. MCWD wants to formally review all pipeline plans. A portion of the proposed pipeline will require an easement across MCWD property if the pipeline is not owned by MCWD.

Marina Coast Water District
Agenda Transmittal

Agenda Item: 13-G

Meeting Date: December 16, 2019

Prepared By: Paula Riso

Approved By: Keith Van Der Maaten

Agenda Title: Consider Adoption of Resolution No. 2019-64 to Approve the Addition of a Social Media Policy; and Clarifying the Harassment and Bullying Language in the Board Procedures Manual

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

Background: *5-Year Strategic Plan Mission Statement – We provide our customers with high quality water, wastewater collection and conservation services at a reasonable cost, through planning, management and the development of water resources in an environmentally sensitive manner.*

Discussion/Analysis: On July 30, 2019, Director Zefferman noted that the District's Social Media Policy resided in the Employee Handbook and requested that it also be added to the BPM. On September 18, 2019, Director Le asked that the language be clarified on the Harassment and Bullying section of the BPM. Staff has suggested a few clarifying edits to Section 18 – Conduct of Business.

District's special legal counsel, Liebert Cassidy Whitmore (LCW), reviewed the language of both the Social Media Policy, and Section 5 – Harassment Free Work Environment Section, and provided comments. Staff has updated the language to Section 5 per LCW; and, added the Social Media language that related to Board Members to the BPM as a new Section 14 – Social Media Policy, and renumbered Sections 15-42.

The District's Community Outreach Committee has been reviewing the BPM at their meeting and providing suggestions. Following the December 11, 2019 Community Outreach Committee meeting, a redlined BPM will be sent under separate cover for review at the Board meeting.

Environmental Review Compliance: None required.

Financial Impact: Yes No Funding Source/Recap: None

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

Material Included for Information/Consideration: Resolution No. 2019-64; and, the BPM with revisions in track change (provided separately).

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____

Abstained _____

Noes _____

Absent _____

December 16, 2019

Resolution No. 2016-64
Resolution of the Board of Directors
Marina Coast Water District
Amending the Board Procedures Manual

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on November 18, 2019 at 211 Hillcrest Avenue, Marina, California as follows:

WHEREAS, the Board Procedures Manual is periodically revised and the last revision was made on June 25, 2019; and,

WHEREAS, a Director has requested adding the District’s Social Media Policy to the Board Procedures Manual; and,

WHEREAS, another Director has requested clarifying language to the Harassment Free Work Environment section; and,

WHEREAS, staff has suggested minor edits to the Conduct of Business section; and,

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

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

PASSED AND ADOPTED on December 16, 2019 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 _____

, President

ATTEST:

Keith Van Der Maaten, 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. 2019-64 adopted December 16, 2019.

Keith Van Der Maaten, Secretary

Marina Coast Water District



Board Procedures Manual

Amended ~~June 25, 2019~~ December 16, 2019

Marina Coast Water District
Board Procedures Manual

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Board Procedures Manual Revision Record

08-28-02 Added Section 11-E

“Absence from a Committee: If a committee member’s schedule in any given month precludes that Director from attending a regularly scheduled committee meeting, that Director will ask the alternate committee member to attend the meeting. If the alternate committee member can not attend the regularly scheduled meeting, the two primary committee members will then select a special committee meeting date and time. If the two primary committee members’ schedules can not accommodate the scheduling of a special meeting date/time, the committee chair will contact the alternate committee member in an attempt to have two Directors available for the meeting.”

03-10-09 Revisions were made to Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 16, 20, 21, 27, 28, 30, 32, 33, 34, 35, 37, 39, 45, and 46.

Sections 11 – 46 were renumbered.

Section 14 was moved to Section 11.

Section 12 was moved to Section 43.

Section 13 was moved to Section 44.

Sections 21, 33, and 34 were removed.

09-13-11 Revisions to Sections 3, 5, 7P, 9, 9G, 9I, 9J, 11, 12A, 14, 14D, 16, 17, 27, and 40.

Section 17 was removed.

Sections 18 – 43 were renumbered.

An Appendix with Resolution No. 98-1 was added to the end of the document.

11-08-11 Revision was made to Section 1.

Section 43 was added.

11-13-12 Revision was made to Section 12-B1 Water Conservation Commission.

- 12-02-13 Revision was made to Section 16 including title.
- 06-02-14 Revision was made to Section 42.
- 01-05-15 Revision was made to Section 12-B1 Water Conservation Commission.
- 04-20-15 Revisions were made to Sections 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 20, 21, 23, 24, 25, 26, 28, 29, 30, 31, 32, 33, 34, 37, 38, 39, 40, 41, 42 – Section 31 was deleted and the subsequent Sections were renumbered.
- 07-05-16 Revisions were made to Sections 1, 2, 3, 4, 6, 7, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 22, 23, 24, 25, 28, 29, 30, 31, 32, 33, 34, 37, 40, 41, 42 – Section 31 was deleted and the subsequent Sections were renumbered.
- 03-18-19 Revisions were made to Section 12-B1 Water Conservation Commission; and, Section 12-B2.
- 04-15-19 Revisions were made to Sections 11, 16.A and D; and Section 23
- 06-25-19 Adding language to Section 18 regarding non-substantive changes to agenda items.
- 11-18-19 Added Section 14 Social Media Policy; added language to Section 5, 11, 15, 17, 18 and 42; language was moved from Section 38 to 11; and, renumbered Sections 15-42.

1. Purpose of Board Procedures Manual.

The purpose of this Board Procedures Manual is to describe the procedures approved by the Board of Directors to be used in the conduct of Board business. The intent of these procedures is to:

- Provide for the fair and efficient consideration of board decisions;
- To ensure that the public is informed of the matters coming before the Board;
- To ensure that the public has an opportunity to witness and comment upon the deliberations of the Board; and
- To encourage proper public involvement in the Board's decision making.

Each Director, upon assuming office, shall be given a copy of this Board Procedures Manual, and shall be asked to comply with the policies and procedures in this Board Procedures Manual.

2. District Mission.

The Marina Coast Water District Board of Directors has adopted the following mission statement:

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

3. Authority.

The Board of Directors is the governing body of the District. It derives its authority from the County Water District Law (Division 12, Part 3 sections 30000 et seq. of the Water Code of the State of California; and, Division 2, Part 1, Chapter 4, Article 2, sections 53630 et seq. of the Government Code of the State of California). The District was formed in 1960 and has provided water and wastewater services within its service area since that time.

Apart from his/her normal function as a member of the Board, a Director have no individual authority. As single individuals, Directors may not commit the District to any policy, act, or expenditure.

Directors do not represent any fractional segment of the community but represent the entire service area as a whole.

4. Governing Laws and Rules.

The Board of Directors will conduct all meetings of the Board and meetings of committees of the Board in accordance with the Ralph M. Brown Act, California's Open Meeting Law. The Board conducts its meetings "guided but not bound by" Rosenberg's Rules of Order (as published by the California League of Cities) as to those situations not specifically addressed by an applicable law or statute. Directors must become familiar with the Brown Act, Rosenberg's Rules of Order, the conflict of interest laws, the County Water District Law, and all other laws applicable to the District, in order to effectively execute their duties.

5. Harassment-Free and Bully-Free Work Environment.

Each Director shall act to provide a District work environment and a Boardroom free of harassment, disrespectful or other unprofessional conduct. The District maintains a strict policy prohibiting all forms of unlawful harassment, including sexual harassment and harassment based on race, color, creed, religion, religious dress practices, religious grooming practices, sex, national origin, age, sexual orientation, gender (including gender identity, or and gender expression.), national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, military/veteran status or any other basis protected by federal, state or local law or any other characteristic protected by state or federal law. The District also prohibits harassment based on the perception that anyone has any of those characteristics or based on association with a person who has or is perceived as having any of those characteristics.

The District also prohibits workplace bullying behavior that harms, intimidates, offends, degrades or humiliates an employee, possibly in front of other employees, clients, or customers.

The District's ~~policy~~policies on Harassment and Bullying is-are more fully set forth in the Marina Coast Water District Employee Handbook, and each Director should become familiar with the Employee Handbook and the harassment rules contained therein.

6. Attendance at Board and Committee Meetings.

Directors are expected to carry out their responsibilities to the best of their abilities. In order to accomplish this goal, Directors should be present for scheduled meetings of the Board, special meetings, meetings of board committees, and District events. If a Director cannot attend a regular Board meeting for any one of the following reasons, that absence shall be deemed excused: illness or injury, family emergencies, or a Director's regular job duties. If a Director does not attend a regular Board meeting for any other reason unless the Director's absence is approved by vote of the other Directors, then the Director's absence shall be deemed an unexcused absence. A Director having three (3) or more consecutive unexcused absences shall be deemed to be in violation of Board Policy and subject to Board action pursuant to Section 42.

7. Duties of the Directors Acting as Members of the District Board of Directors.

The duties of the Directors include:

- A. setting policies, procedures, goals, directions, and adopting rules and regulations for the governance of the District;
- B. taking action only by the affirmative vote of at least a majority of the Directors on ordinances, resolutions and motions;
- C. safeguarding the assets of the District and maintaining the District's financial stability;
- D. assuring that the District is well managed;

E. assuring the District is responsive to the interests of the voters and the needs of the persons served by the District;

F. assuring that the actions of the Board and of each Director and the actions of all employees of the District conform to all federal, state, and local statutes and ordinances, and to the ordinances, rules, regulations and policies of the District;

G. assuring that each employee of the District and each constituent of the District is treated courteously and fairly by the District, and that privacy rights of District employees and constituents are safeguarded in accordance with law;

H. making reasonable and diligent inquiry of competent, qualified and reliable advisors and other sources to obtain sufficient information for informed and timely decisions and judgments;

I. assisting the General Manager by looking at problems from broader points of view, and providing outside perspective and guidance;

J. appointing the persons to serve as the District's General Manager and Secretary to the Board, the District's Legal Counsel, the independent Auditor, and such other attorneys, and consultants as the Board determines are necessary or convenient to be appointed by the Board for the business of the District. Each such appointed person shall serve at the pleasure of the Board;

K. establishing rules for and assuring the effective conduct of the Board's proceedings, and adjourning meetings of the Board by 10 p.m. unless the meeting is extended by Board action;

L. preparing for and attending all regular and special meetings of the Board and assigned committees of the Board, unless excused by the Board for good reason;

M. appointing persons to the District's Joint District-City Committee, Water Conservation Commission, and such other committees as the Board determines;

N. nominating and electing representatives and alternates to outside boards, committees, and other bodies for which the District is entitled to appoint one or more representatives;

O. preparing for and attending all regular and special meetings of boards, committees, and other bodies to which the Board elects a Director as the District's representative, or arranging for attendance by an alternate, if the Director cannot attend and if the Board has selected an alternate;

P. assuring that the conduct of the District's business is open and public and that actions and records of the District are taken and held in confidence only as permitted by law, including: Article I, Section 3 of the California Constitution; the Ralph M. Brown Act, Govt. Code sections 54950 and following; the Public Records Act; Govt. Code sections 6250 and following; and as necessary to safeguard the assets of the District and to protect the rights of the District's employees;

Q. protecting confidential information of the District, its officers and employees from unauthorized disclosure and dissemination;

R. reporting any question or doubt about the possibility of the creation of the perception of a conflict of interest to the District Counsel and avoiding any possible conflicts of interest; and,

S. completing and documenting training for Directors in: exercising oversight and supervision of management; the roles and responsibilities of Directors; how to understand budgets; how to monitor budget compliance; and how to work together as a team in problem solving.

8. Prohibited Service.

A Director is prohibited by law from being employed by or entering into any contract with the District while serving on the Board. Water Code Section 30541 also prohibits a Director from serving as the General Manager, Secretary, Treasurer, or Auditor.

9. Duties of the President.

The Board of Directors shall have a President who is elected by the Board from among the five Directors. The President shall be elected annually in the month of December but not before any newly elected or reelected Director(s) have taken office. No Director shall serve more than three (3) consecutive years as President. If a majority of the Directors cannot agree on who should be the new President, then the existing President shall remain President until the issue can be resolved. The President's responsibilities include:

A. presiding over all meetings of the Board, with guidance from Rosenberg's Rules of Order, including:

(1). announcing each item of business on the agenda and the action recommended by staff;

(2). calling for motions;

(3). calling for public participation during meetings when appropriate;

(4). determining questions of order and enforcing rules of the Board;

(5). stating the motion and announcing its passage or failure;

(6). adjourning any regular or special Board meeting which is still in progress at 10 p.m., unless the meeting is extended by Board action; and,

(7). reviewing and approving the agenda in conjunction with the Vice President and the General Manager or Secretary of the Board. The final approval shall be made by the President (when there is not consensus on the agenda items). However, a majority of the Board may also order the placement of an item on the agenda.

- B. appointing members to Ad Hoc Committees of the Board;
- C. serving on committees and commissions as appointed by the Board;
- D. setting the time and place for any special meeting of the Board, except a special meeting called by a majority of the Board;
- E. adjourning meetings of the Board;
- F. representing the District at public events;
- G. serving as public spokesperson of the District, along with the General Manager;
- H. signing all contracts on behalf of the District, except as the Board alternatively authorizes the General Manager or other person, subject to limitations and conditions as the Board may determine;
- I. assist with the orientation of new Board members as they are elected or appointed to the Board of Directors; and,
- J. upon advice from District Legal Counsel, and approved by the Board, gives direction to outside legal counsel on matters where the General Manager should not direct counsel as he or she is the subject of a legal issue.

10. Duties of the Vice-President.

This Board of Directors shall have one Vice-President who shall be elected by the Board from among the five (5) Directors at the same time as the President is elected. The Vice-President shall be elected annually in the month of December but not before any newly elected or reelected Director(s) have taken office. It is the Board's policy to rotate the office of Vice-President among the Board members. However, no Director shall serve more than three (3) consecutive years as Vice President. If a majority of the Directors cannot agree on who should be the new Vice President, then the existing Vice President shall continue in office until the issue can be resolved. The Vice-President's responsibilities include:

- A. performing all the duties of the President during any absence of the President; and,
- B. if for any reason the office of President is vacant, acting in the place of the President until a new President is elected.

11. Orientation, Training and Preparation of Directors.

Each new Director, upon assuming his or her duties, will be provided a comprehensive District orientation by the General Manager and Board President. The General Manager shall provide newly elected Director with the latest version of the Employee Handbook. Additionally, the General Manager shall provide all Directors with newly updated version of the Employee Handbook whenever it is updated. The Board shall strive to develop and maintain a superior level of competence and preparation among its members through a process of continuing training, education and preparation.

Upon the swearing in of a new Director or due to a change in the President/Vice President, the General Manager or designee will make the necessary changes to the official listing of its Board Members on its website and letterhead such that the Board is listing in the following order: President, Vice President, and then the remaining members of the Board in alphabetical order by last name.

Each Board member shall submit to the General Manager a request for training budget funds by identifying conferences or trainings by February 5 of each year.

The requests will pass through staff to the Budget and Personnel Committee for review. The Budget and Personnel Committee recommendation for training funds will be submitted to the Board for consideration during the budget process.

Annually, each Board member is encouraged to pursue up to two trainings such as conferences of CSDA, ACWA, and trainings in areas of exercising oversight and supervision of management, roles and responsibilities of Directors, how to understand budgets, how to monitor budget compliance, and how to work together as a team in problem solving.

Priority will also be considered for conference/course fees for local trainings over travel expenses.

Directors may schedule to attend, on behalf of the District, such educational programs, conferences, and meetings to the extent funds are allocated in annual Budgets.- Attendance will be scheduled through the General Manager. Travel done by Directors will comply with the District's travel policies. Directors shall endeavor to be reasonably frugal with their expenditures of District travel funds.

Any Director may request attendance either by email, phone or written requests, preferably three weeks before the deadline for early registration or accommodation discount; however,- any request for training that was not originally approved and budgeted in the Fiscal Year Budget will be considered by the Budget and Personnel Committee on a case by case basis and will be recommended to the Board for approval or denial based on the availability of Budget funds. If funds are budgeted and available, the ~~Management Services Administrator~~HR/Risk Administrator shall register the Director for attendance, book travel, accommodation and meals and pay all costs accordingly. ~~If funds are not available, the General Manager shall place an item on the earliest possible Board agenda (and preferably before the deadline(s) for early registration discount(s)) to request the Board approval for such expenditure.~~ Within 72 hours after the registration is complete, the ~~Management Services Administrator~~HR/Risk Administrator shall email the Director(s) all the completed registration forms, and accommodation and traveling details. After these travel arrangements are made, if the Director(s) can no longer attend the meeting or conference, the Director(s) shall notify the ~~HR/Risk Administrator~~ ~~General Manager~~ within 24 hours of such event so that the ~~HR/Risk Administrator~~ ~~Management Services Administrator~~ can cancel the registration, accommodation and traveling arrangements. If such cancellation is not possible, the ~~HR/Risk Administrator~~ ~~General Manager~~ shall inform the Board to determine if it is possible that another Director could attend. The District will not pay for training or conferences that the Director personally pays up for but does not attend. If the Director(s) prefers to personally pay for some or all of the costs related to the trip, the ~~HR/Risk Administrator~~ ~~General Manager~~ shall, upon request of the Director(s), promptly reimburse the Director(s) for those costs authorized in the District's

travel policy. Receipts for all travel, meal, hotel expenses shall be given to the ~~Management Services Administrator~~ HR/Risk Administrator as soon as possible upon return.

~~The General Manager will from time to time provide the Directors with a list of such conferences or meetings so that the Board may consider individual or collective attendance.~~

12. Board Committees, Commissions and Negotiators.

A. Committee and Commission Actions. Committee and Commission actions shall be governed by the provisions of the California Water Code and all other applicable California Codes as well as District policies, rules, and regulations. The Board may adopt rules for the governance of any committee consistent with the provisions of the California Codes. Committees have no legal authority to act for the Board or the District except with prior Board approval but shall report their findings and recommendations to the Board for action. All committees and commissions of the Board are advisory in nature and are authorized only to provide recommendations to the whole Board. Committees and commissions are evaluated periodically by the Board based on their necessity and value to District business.

B. Standing Committees. District standing committees shall be the Water Conservation Commission, the Joint City-District Committee, the Executive Committee, the Budget and Personnel Committee, and the Community Outreach Committee. Each committee shall consist of two Directors and such other persons as the Board may appoint. The Water Conservation Committee shall have one Director appointed as a liaison and one appointed as an alternate. Standing Committees constitute legislative bodies for the purposes of the Brown Act. Public members of the Water Conservation Commission shall be appointed for terms of two years. Public members of committees shall not receive confidential information of the District and shall not participate in closed meetings except upon advice from Legal Counsel. Each Director shall serve on one or more standing committees.

(1). Water Conservation Commission: The Board will select one Director to serve as a Board Liaison to the Water Conservation Commission, and one Director as an alternate.

The Board will appoint five (5) members of the public from within the area served by the District (either annexed or served by contract), for terms of two years. The members of the Water Conservation Commission shall have the duties and responsibilities to:

- (a) Review water conservation ordinances and policies and advise the Board in matters related to conservation and water usage by customers of the District;
- (b) Review and advise the Board concerning refinements/adjustments to the water conservation program, specifically conservation Best Management Practice implementation, outreach and educational programs, the conservation budget, and water loss programs and conservation within the larger Water Resources Programs;

- (c) Review and advise the Board on the District's Water Shortage Contingency Plan, Conservation Ordinance, and conservation provisions of the District Code;
- (d) Review and advise the Board on equipment and technologies that promote water conservation;
- (e) Review conservation outreach activities and get Board approval on an annual event calendar for actions to inform the public about the District's conservation activities.

(2). Joint City-District Committee: The Board President or Vice President shall serve on this committee along with another Director. The duties and responsibilities of the Joint District - City Committee shall be:

- (a) Communicating with the Land Use Jurisdictions and maintaining a harmonious working relationship between the Board and the City officials and staff; and,
- (b) Reporting to the Board its findings and recommend appropriate action with respect to any inter-agency matters.

(3). Executive Committee: The Board President and Vice President shall serve on this committee. This committee shall meet on an as-needed-basis to discuss topics of a general nature with the General Manager. The purpose of the Executive Committee is to provide the President and Vice President with a routine opportunity to discuss ideas, information flows, current and potential future projects and future agenda items with the General Manager and any staff members that the General Manager deems appropriate.

(4). Community Outreach Committee: The Board President shall select two Directors to serve on this committee. This committee shall meet on an as-needed-basis. The duties and responsibilities of the Community Outreach Committee shall be:

- (a) Provide ideas and recommendations to the Board regarding public information activities beyond the routine activities and reports required by law or existing District ordinances and policies;
- (b) Receive periodic reports from staff and consultants regarding District public information activities; and
- (c) Provide comments and recommendations to staff regarding draft public information products created by staff or consultants.

C. Ad Hoc Committees: An ad hoc committee is an advisory committee composed of less than a quorum of the Board. An ad hoc committee serves a limited or single purpose, is not perpetual, and will be dissolved once its specific task is completed, and whose meetings are not fixed by formal action of the Board. In accordance with Government Code Section 54952(b) ad hoc committees are not legislative bodies subject to the Brown Act. No staff or public members may be appointed to an ad hoc committee. The Director or two Directors comprising an ad hoc committee shall be appointed by the President of the Board. An ad hoc committee shall limit its activities to the accomplishment of the task for which it is appointed and shall have no power to

act on behalf of the Board and the District except such as specifically conferred by action of the Board.

D. Special Committees: Special committees are committees other than standing or ad hoc committees. Special committees are legislative bodies subject to the Brown Act. Special committees may be established by and its members may be appointed by the President of the Board or the Board for such special tasks as circumstances warrant. A special committee shall limit its activities to the accomplishment of the task for which it is appointed and shall have no power to act on behalf of the Board and the District except such as specifically conferred by action of the Board. Upon completion of the task for which appointed, a special committee shall be dissolved. Staff and public members may be appointed to a special committee.

E. Board-Appointed Negotiators: Under the Brown Act, the Board has the authority to appoint property negotiators, labor negotiators, and litigation representatives, which may include one or two Directors or staff members. Such negotiators are authorized to meet in closed session with the Board. Property and labor negotiators are appointed in public session by the Board. Private meetings of such negotiators are not subject to the Brown Act. The negotiators may meet in closed session with the Board subject to compliance with applicable provisions of the Brown Act. See also Section 16.G. The role of the negotiator does not directly replace, limit, or change the administrative and operational responsibilities of the General Manager and staff to meet with staff from other agencies and to prepare the analysis, documentation, draft agreements, and other administrative tasks necessary to support the current and/or future negotiations and to represent the District as it's General Manager in the process.

F. Attendance and Vacancies: Any person serving on a standing or special committee must be prepared for and attend all committee meetings, unless excused for good reason. If a committee member fails to attend meetings of a committee and is not excused for good reason for two consecutive meetings, his or her position as a committee member shall be deemed vacant. In any committee, vacancies shall be filled for the unexpired portion of the term in the same manner as provided in the case of original appointment.

G. Absence from a Committee: If a committee member's schedule in any given month precludes that Director from attending a regularly scheduled committee meeting, that Director will ask the alternate committee member to attend the meeting. If the alternate committee member cannot attend the regularly scheduled meeting, the two primary committee members will then select a special meeting date and time. If the two primary committee members' schedules cannot accommodate the scheduling of a special meeting date/time, the committee chair will contact the alternate committee member in an attempt to have two Directors available for the meeting.

H. Referral to Committee: Matters may be referred to any committee through the Chair of the committee by the Board, by any Director, or by any other person. Each Committee Chair shall discuss each referred matter with the committee.

13. Communications.

The Board and the individual board members will be committed to establishing and maintaining an environment that encourages the open exchange of ideas and information among Board

members, the staff and the public, that is positive, honest, respectful, concise, understandable, responsive, and cost-efficient.

14. Social Media Policy.

- A. Communications using personal social media accounts and platforms are not exempt from the procedures in this manual, including, but not limited to, those in sections 5, 15, 16, and 42.
- B. Directors will refrain from posting about or discussing district business on social media when the discussion would violate the Brown act or other open meeting laws.
- C. When posting, communicating, or commenting about matters pertaining to the district or district business on social media, directors will include a clearly visible disclaimer that reads “These views are my own and do not necessarily reflect those of the Marina Coast Water District or its board of directors.” The disclaimer will specifically name the Marina Coast Water District and its board.
- D. Director communications using social media for political campaign purposes will follow federal and state rules and district policies regarding political activities.
- E. Directors using official district social media accounts will comply with district policies for those accounts.

—Purpose

The District recognizes the role that Social Media tools may play in the personal lives of Elected Officials; and the effect Social Media may have on personnel in their official capacities. This policy establishes the District’s position on the use and management of District authorized Social media and Personal Social Media, as well as providing guidelines on its management, administration, and oversight. This Policy provides guidance of a precautionary nature as well as stating specific restrictions and prohibitions on the use of Social Media by Elected Officials.

In the rapidly expanding world of electronic communication, Social Media can mean many things. In general, Social Media encompasses the various activities that integrate technology, social interaction, and content creation. Through Social Media, individuals can create Web content, can organize, edit or comment on content, as well as combine and share content on their own web site or on someone else’s. Social Media uses many technologies and forms, including Web feeds,

blogs, wikis, photography and video sharing, web logs, journals, diaries, chat rooms, bulletin boards, affinity web sites, podcasts, social networking, fan sites, mashups, and virtual worlds.

The Policy is not intended to address one particular form of Social Media, but rather, Social Media in general and in general terms, as technology will outpace the District's ability to discover emerging technology and create policies governing their specific uses.

— Public Comment Policy

Elected officials using Social Media for official District purposes are prohibited from posting:

- Information about actual or potential claims and litigation involving the District,
- The intellectual property of others without written permission,
- Photographs of employees or members of the public without written permission,
- Defamatory material,
- Any personal, sensitive, or confidential information about anyone,
- Obscene, pornographic, or other offensive/illegal material or links,
- Racist, sexist, and other disparaging language about a group of people,
- Political campaign materials or comments,
- Threatening, harassing, hateful, or mean spirited comments,
- Information that is not public in nature,
- Information or comments that are potentially libelous,
- Personal Attacks, insults, threatening language,
- Commercial promotions or spam,
- Off topic or link to material that is off topic, or
- Embed imagers and external sources.

The following are guidelines. Elected officials in responding to comments when using Social Media for official District purposes:

- Be honest/transparent.
- Post only within one's area of expertise.
- Post only useful information.
- Keep it professional— avoid confrontation.
- Be accurate.
- Correct errors, and if modifying an earlier post, identify the change.
- Be responsive to citizen concerns.

— Personal Use of Social Media

General

Elected Officials are free to express themselves as private citizens on Social Media sites to the degree that the speech does not impair or impede the performance of District duties, impair discipline and harmony among co-workers. A public official's personal social media site may transform into a limited public forum when acting on official public business. Use caution when posting about public business on your personal page. Use good and ethical judgment.

While Social Media offers great opportunities for Elected Officials to communicate and collaborate, both internally and externally, it also brings equally great responsibilities. Social Media blurs the lines between personal and professional as no other technology has before. By virtue of identifying yourself as an Elected Official within a social network, you are now connected to your colleagues, managers, and community members. Your online postings should always represent your personal point of view and not that of Marina Coast Water District. When posting your point of view, you should neither claim nor imply you are speaking on the District's behalf. Please be clear to indicate that the views expressed on your posts are your own and do not necessarily reflect the views of the District. Include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the District". Do not create a link from your blog, website or other Social Media/Networking site to a District website without identifying yourself as an Elected Official.

— Responsibility to Clarify

If an Elected Official provides their own opinion on a Social Media platform, and such opinion is questioned by the media or public as being connected with the District, then the person who wrote their opinion should respond and should clarify their opinion is not associated with the District.

3. Personal Use of Social Media by Elected Officials

Elected Officials should follow the guidelines of the ethics code training (i.e. Fair Political Practice Commission), when using social media. Informal communication with constituents is generally acceptable, but discussion of public business is risky, especially if it involves other Elected Officials. Elected Official use of social media to discuss public business may violate the open meetings law or may violate the law against using government resources for political purposes. To address these risks, the following policies apply:

- It is prohibited that Elected Official use any social media (personal, professional or the District's official social media) to discuss public business before the Board that should otherwise be discussed in a properly agenda'd public Board meeting.
- A social media site used by an Elected Official to communicate with constituents must include a link back to the District's official website for detailed information.
- Elected Officials who use social media for campaigning must establish separate social media for that purpose and not access that social media through the District's technology. District officials or employees on a non-District site must include a disclaimer, only when mentioning District business, (i.e. "The postings on this site are my own and do not necessarily reflect the views of the Marina Coast Water District. This is not an official Marina Coast Water District social media site").

15. Code of Ethics.

AB 1234 requires agencies to provide mandatory ethics training and develop compensation and reimbursement regulations for their agencies. Board members are required to complete an ethics training course every two (2) years. Newly elected and/or appointed Board members are required

to complete the course within one (1) year of being sworn in and then follow the two (2) year refresher course time frame. The District encourages training as soon as reasonably possible.

The Board of Directors is committed to providing excellence in legislative leadership that results in the provision of the highest quality services to its customers. The Board and its individual members are expected to maintain the highest ethical standards, to follow District policies and procedures, and to abide by all applicable local, state, and federal laws. Board member conduct should at all times enhance the integrity and Mission of the District, and the confidence the public has in the District. In order to assist in the governance of the behavior between and among members of the Board, the following rules shall be observed:

- A. The dignity, style, values and opinions of each Director shall be respected.
- B. Responsiveness and attentive listening in communications is encouraged.
- C. The needs of the District's customers should be the priority of the Board.
- D. The primary responsibility of the Board is the formulation and evaluation of policy. All operational aspects of the District are the responsibility of the General Manager.
- E. Directors should commit themselves to emphasizing the positive.
- F. Directors shall commit themselves to focusing on issues and not on personalities.
- G. Differing viewpoints are healthy in the decision-making process. Individuals have the right to disagree about ideas and opinions, but without being disagreeable. Once the Board takes action, Directors shall commit to supporting said action and not to creating barriers to the implementation of the action. Board approved committee members must take action in support of the Board's decision and not take action based on an individual view, position, or prior voting history on a matter, or any other reason in conflict with the Board's direction.
- H. Any concerns regarding a safety hazard should be reported to the General Manager at the earliest possible moment. Emergency situations [noticed by the Board](#) should be dealt with immediately by seeking appropriate assistance [from the General Manager](#).
- I. In seeking clarification for policy-related concerns, especially those involving issues related to personnel matters, legal actions, property, finance, projects or programs, a Director should confer directly with the General [Manager](#).
- J. When approached by an employee of the District concerning specific District management or operations, Board members should direct all inquiries to the General Manager.
- K. The work of the District is a team effort. All individuals should work together in a collaborative way, assisting each other in the conduct of the District's affairs.
- L. Directors should develop a working relationship with the General Manager so that current issues, concerns and District projects can be discussed comfortably and openly. However, a Director does not have the power to individually direct the work of the General Manager or the District staff. Only the Board itself has the power to direct the work of the General Manager and only the General Manager has the power to direct the work of the District staff.
- M. Directors should function as part of the whole. Issues should be brought to the attention of the Board as a whole, rather than to individual members selectively.
- N. The Board as a whole is responsible for setting goals and objectives for the District in part by doing periodic strategic planning. Each Director is responsible for monitoring the District's progress in attaining these goals and objectives.
- O. Harassment, in any form, will not be tolerated.

- P. Directors shall protect confidential information of the District, its officers, employees, and customers from unauthorized disclosure or dissemination.
- Q. Directors shall avoid and report conflicts of interest.
- R. Directors should periodically avail themselves of available training for the exercise of oversight and supervision of management, the roles and responsibilities of Directors, how to understand budgets, how to monitor budget compliance, and how to work together as a team to solve problems.

1516. Comments by Directors Concerning District Staff Members.

Board members shall refrain from publicly censuring or criticizing members of the District staff. Such criticism shall be given in private communications through the General Manager. Directors should also be aware that their free speech rights may be limited when it comes to certain information related to District staff. Examples of such information include employee medical information, employee disciplinary actions and specific compensation information regarding an employee. Directors should check with the General Manager before publicly revealing any information regarding specific District staff members that might be considered negative, slanderous, disrespectful or discriminatory.

1617. Board and Individual Director Consultations with, and Directions to, General Manager and Attorneys. Relationship and Authorities between General Manager and Legal Counsel and Special Legal Counsels.

- A. The Board and its members shall deal with the administrative services of the District only through the General Manager, and neither the Board nor any individual Director shall give orders or instructions to any subordinate of the General Manager. All individual Director questions relating to an open session item shall be directed to the General Manager.
- B. Legal Counsel: Duties: The Board shall employ an individual or firm of attorneys licensed to practice law in the State of California, to advise and represent the District and to assure full compliance with the requirements of the District Enabling Act and applicable laws. Legal counsel shall serve at the pleasure and direction of the Board of Directors. The resolution appointing the Legal Counsel shall include terms of an agreed upon fee schedule. Legal Counsel shall be responsible for:
 - (1) Reviewing, preparing documents as requested by the Board, or by the General Manager pursuant to Water Code Section 30580, and making appropriate comment on matters or recommendations presented in written or oral form;
 - (2) Reviewing and preparing documents as requested by the Board in advance of meetings. The General Manager will request that Legal Counsel or Special Legal Counsel review and/or prepare notices, agendas, resolutions, ordinances, minutes, agreements, contracts and supporting materials pursuant to Water Code Section 30580;
 - (3) Attending each meeting of the Board, unless excused, in advance or during a meeting; and attending other meetings as authorized by the

- Board or directed by the General Manager; and,
- (4) Attending Board Committee meetings, upon request of the General Manager or the Board, as well as attending other business meetings of the District as requested by the Board.
- C. The Board of Directors shall appoint Special Legal Counsel to assist the Board and District when the Board determines that attorneys with specialized legal expertise are needed to represent or advise the Board and District staff. The legal services agreement with each Special Legal Counsel shall specify the scope of legal services to be provided.
- D. The Legal Counsel and Special Legal Counsels report to the Board as a whole. However, the Legal Counsel is available to each individual Director for consultation regarding legal matters particular to that individual Director's participation in matters where the individual Director may have a conflict of interest. However, no attorney-client relationship shall be established with the individual Director as a result of such consultation. An individual Director (1) may not give direction to the Legal Counsel or any Special Legal Counsel without prior concurrence of the Board, but (2) may email Legal Counsel or any Special Legal Counsel a question or questions on any closed session item before a Board meeting but such Counsel is not required to respond to any such question or questions unless and until (a) directed by the Board in closed session or (b) directed by the General Manager or the Board President or (c) unless the request relates to questions regarding that individual Director's participation in any board decision. The Board President and General Manager shall be copied on all such messages to Legal Counsel or Special Legal Counsel. ~~with a copy to the Board President and Legal Counsel.~~ The Legal Counsel and Special Legal Counsels shall be available to the General Manager and District staff to the extent authorized by the Board or authorized by the General Manager pursuant to Water Code Section 30580, for consultation on applicable issues and activities within the scope of the applicable legal services agreement approved by the Board. The General Manager may approve legal work on urgent items that require legal action, wherein a Special meeting cannot be promptly scheduled, and then ratified at the next closed session by the Board, provided the costs incurred up to the Board closed session are less than \$3,000.
- E. Legal Counsel and Special Legal Counsels shall report directly to the Board and General Manager all potential legal problems and liabilities they notice or discover during their employment by the District. If the subject of the potential legal problem or liability is a Director or the General Manager, then the report shall be made to other than that Director or General Manager.
- F. Legal Counsel and Special Legal Counsels shall be available to answer questions from the Board during closed sessions. The General Manager shall copy all correspondences and communications to and from Legal Counsel and Special Counsels to the Board on all closed session items.

- G. The President or the Board may appoint one or two Directors to an Ad Hoc Committee for each legal case. The Board may grant limited authority to the Ad Hoc Committees to direct Legal Counsel and Special Legal Counsels. The limited authority will be assigned and described by the Board in a resolution when any such Ad Hoc Committee is created. The Ad Hoc Committee shall report in closed session (if permitted) to the Board at the next Board meeting following any direction given by the Ad Hoc Committee to Legal Counsel and Special Legal Counsels and any other actions taken. See also Section 12.E.
- H. Legal Counsel and Special Legal Counsels shall notify the Board and the General Manager about important events, rulings or decisions made regarding the District's case(s). Legal Counsel and Special Legal Counsel shall endeavor to do so within 72 hours of such events, rulings or decisions.
- I. Legal Counsel and Special Legal Counsels shall email the entire Board and the General Manager, if the General Manager is not subject of the case, copies of all briefs, dockets, applicable court calendars, motions and filings submitted to the Court and all documents and notices received from the Court and opposing parties.
- J. Legal Counsel and Special Legal Counsels shall only perform work that has been authorized by the Board, or by the General Manager pursuant to Water Code Section 30580.

1718. Conduct of Business.

- A. The Board of Directors shall comply with the Ralph M. Brown Act (Brown Act) that requires meetings of the Board of Directors to be open and public.
- B. Regular District Board meetings shall be held at the City of Marina's Council Chambers at 211 Hillcrest Avenue, Marina, CA, unless otherwise specified.
- C. The notice and agenda for each meeting of the Board or committees of the Board shall be posted at the District offices at 11 Reservation Road, Marina, CA, and the City of Marina offices at 211 Hillcrest Avenue, Marina, CA in accordance with the Brown Act.
- D. The General Manager shall submit the draft Board agenda to the Board President and Vice President for review and approval before posting such agenda. Either the Board President or Vice President can add any items to the final Board agenda. No item on the final Board agenda can be deleted without the approval of both the Board President and Vice President. ~~If there is not consensus on the items, the President shall have the final say.~~ Emergency matters can be added to the agenda without advanced request or notice. Requests for agenda items by Board members for operational matters as described in 15.D will not be agendized and will be left to staff to add to the agenda agendize when and if it requires Board action.

- E. The agenda and agenda package for regular board meetings will be distributed to the Board and made publicly available as soon as possible to the public on Wednesday in advance of the Board meeting ~~on Monday or Tuesday if Monday is a holiday~~. The General Manager shall include all copies of contracts, ~~proposals and~~, agreements, ~~plans, specifications, exhibits, attachments, test results, investigation reports, etc.~~ in the agenda packet for the Board to review and approve and may include other plans, specifications and exhibits as necessary for the Board to take the action.
- F. The General Manager shall request District Legal Counsel and/or Special Legal Counsel to review all proposed contracts, agreements, employment agreements, etc. and approve them before including in the Board agenda package. All staff reports shall contain background information, previous Board actions, adopted goals and objectives, concerned issues, recommendations by staff, funding sources and available fund in the adopted budget. If options were evaluated, they should be included in the background, but not required for all staff reports.
- G. Teleconferencing may be used for any meeting if such request is made sufficiently in advance of the meeting to permit compliance with posting requirements under Government Code section 54953(b)(3). Agendas shall be posted at teleconference locations in a place most likely to be seen by the public and also at the specific area or areas where the meeting will be held.
- H. Any Board member may ~~place request~~ a non-emergency item ~~on for~~ the agenda by submitting it, in writing, to the General Manager, at least ten (10) days before the meeting, to provide enough time to include it in the agenda. Such requests shall explain the issue and provide a recommendation for Board action. The request will be added to the agenda~~endized~~ according to 17.D above.

1819. Directors Preparation for Meetings.

Board members are to prepare for all Board meetings. In preparing for meetings, Directors shall identify the need to obtain any supplemental or clarifying information in order to better prepare or enhance their knowledge to improve the legislative decision-making process and communicate same to the General Manager. Board members are encouraged to do so as far in advance of the Board meeting as possible, to allow the General Manager time to provide the requested additional information. Any Director may elect NOT to receive materials or documents requested by any other Director.

Board members may propose non-substantive changes to any item in the agenda by contacting the General Manager by 9:00 a.m. the day of the meeting where the agenda item will be considered before the Board. Non-substantive changes include typos, misspellings, changes in punctuation, substitutions of words or phrases for clarity without changing the meaning of the agenda item, correcting dates or other minor changes. A District staff member will read these proposed items to the board and into the record before discussion of the agenda item. For items on the consent agenda, a District staff member will read all of these changes to all items on the consent agenda at the beginning of the consent agenda. Approving the consent agenda item will also approve these non-substantive changes.

1920. Quorums.

In order to constitute a quorum of the Board, a majority of the Board members (three of the five directors) must be present at the designated meeting location authorized by the Brown Act. If a quorum is not present, no meeting shall take place. For quorums of board committees, a majority of committee members is required. For committees of two (2), both members are required to be present to constitute a quorum and hold a committee meeting. If a committee quorum is not present, the committee meeting can be adjourned to another time and the lack of a quorum will be reported to the Board.

2021. Adjourned Meetings.

The Board of Directors may adjourn any regular, special or adjourned special meeting to a time and place specified in the order of adjournment. Less than a quorum may adjourn a meeting. If all members are absent, then the Secretary or the Secretary’s designee shall comply with the procedure specified in the Brown Act. When an order of adjournment fails to state the hour at which the adjourned meeting is to be held, it shall be held at 6:00 p.m.

2122. Special Meetings.

An emergency or special meeting may be called in accordance with the Brown Act.

2223. Parliamentary Procedure.

A. Rules of Order. The presiding officer shall preserve order and decorum and shall decide on questions of order, subject to appeal to the Board. District Legal Counsel shall advise the President as Parliamentarian. The Board shall use Rosenberg’s Rules of Order and this Board procedures manual.

B. Non-Roll Call Votes. Following any non-roll call vote, the President shall announce the results of the vote, including the vote or abstention of each Director present unless the vote is unanimous.

C. Roll Call Votes. After a motion has been made and duly seconded, any Board member may call for a roll call vote. Additionally, action on all District resolutions and ordinances and items that expend District funds shall be taken by a roll call vote.

2324. Order of Business.

The regular order of business of the Board shall contain any or all of the following items:

- Call to Order
- Roll Call
- Public Comment on Closed Session Items
- Closed Session Items
- Reportable Actions Taken During Closed Session
- Pledge of Allegiance
- Oral Communications from the Public

Special Presentations
Public Hearings
Consent Calendar
Action Items
Correspondence Received by the District, Directors and General Manager
Informational Items
Board Member Requests for Future Agenda Items
Directors Comments
Additional Closed Session (If Necessary)
Adjournment

The regular order of business may be changed by the President subject to the Board determining otherwise.

If there is insufficient time to cover closed session items prior to the open session, the Board, through a simple majority vote, may decide during closed session to adjourn to an additional closed session after the conclusion of the open session.

2425. Board Actions.

All actions of the Board shall be in the form of an ordinance, resolution or motion.

A. Ordinances. The Board shall enact as ordinances any items of business presented to the Board and approved by the Board which:

- 1) Are required by law to be enacted as ordinances;
- 2) Repeal, supersede or amend an existing ordinance, except that the Board may adopt an ordinance authorizing that an existing ordinance may be repealed, superseded or amended by resolution;
- 3) Adopt a policy, rule or regulation to be enforced as a misdemeanor;
- 4) Relate to any other item of business which could be adopted as a resolution or motion which the Board determines to enact as an ordinance.
- 5) Each ordinance shall state whether it amends the District Code and, if so, which part or parts of the District Code the ordinance amends.

B. Resolutions. The Board shall adopt as resolutions, any items of business presented to the Board and approved by the Board which:

- 1) Are required by law to be adopted by resolution;
- 2) Supersede or amend an item previously adopted by resolution;
- 3) Interpret any ordinance;
- 4) Establish or change a policy, rule or regulation which does not need to be enforced as an ordinance;
- 5) Adopt procedures for the Board, Officers or Staff to use in implementing any ordinance;
- 6) Make a determination (Determination of Exemption, Negative Declaration or Environmental Impact Report) under the California Environmental Quality Act; 7) Adopt or amend a budget;

- 8) Approve any written contract;
- 9) Approve the acquisition or disposition of real property;
- 10) Approve the acquisition of personal property with a value of \$5,000 or more;
- 11) Approve the disposition of personal property;
- 12) Adopt or amend any plan for the District;
- 13) Adopt or amend authorized positions for the District; and
- 14) Relate to any other item of business which could be adopted as a motion and which the Board determines to adopt as a resolution.
- 15) All resolutions shall state whether the contents of the resolution will become a policy, rule or regulation of the Marina Coast Water District.

C. Motions. The Board shall adopt as motions, any items of business presented to the Board and approved by the Board which:

- 1) Are not required by law to be approved as an ordinance or resolution;
- 2) Are not enacted as ordinances or adopted as resolutions by the Board; and
- 3) Require an action of the Board.
- 4) If the Board so directs in its motion, a motion shall become a rule and regulation of the District; however, most rules and regulations of the District should be adopted either by resolution or ordinance.

D. Ordinances, Resolutions and Motions. All ordinances and resolutions shall be adopted by roll call vote. All motions to approve the expenditure or transfer of District funds and to approve personnel actions shall be adopted by roll call vote. All motions shall be reflected in the minutes of the Board, which shall state the contents of the motion, who made the motion, who seconded the motion and the ayes and noes on the vote.

2526. Procedure for Action Items.

The Board shall act only by ordinance, resolution or motion. Except where action is taken by the unanimous vote of all Directors present and voting, the ayes, noes, and abstentions shall be taken upon the passage of all ordinances, resolutions or motions and shall be entered in the minutes. Any member of the Board, including the President, can make a motion. Motions require a second. The President may vote on all motions unless disqualified or abstaining. The President shall not call for a vote on any motion until sufficient time has been allowed to permit any member of the Board to speak. Complex motions should generally be prepared in writing, and if it is necessary for the full understanding of the matter before the Board, the President shall restate the question prior to the vote. Common motions may be stated in abbreviated form and will be put into complete form in the minutes. Until the President states the question, the maker of the motion may modify their motion or withdraw it completely. It shall be the procedure of the Board, when considering all action items, to:

- (1) Receive a staff report on the item from the General Manager or the responsible staff person;
- (2) Allow Board members to ask clarifying questions of staff, through the President;
- (3) Receive public comment of the item;
- (4) Seek a motion and a second on a proposed action for the item;
- (5) Provide for Board discussion of the item; and

(6) Conclude discussion/debate and consider taking action on the item through an appropriate motion. See also Section 28.B below if there is an applicant at the meeting.

2627. Closed Sessions.

Closed sessions shall be agendized and conducted in accordance with the Brown Act. The most common purpose of a closed session is to avoid revealing confidential information that may, in specified circumstances, prejudice the legal or negotiating position of the Board or compromise the privacy interests of employees. Directors have a fiduciary duty to protect the confidentiality of closed session discussions. The California Attorney General has issued an opinion that includes sanctions that could apply to a person who discloses closed session information. For more detailed information on closed sessions see the *California Attorney General's web site and publications*.

2728. Orderly Discussion.

In order to promote discussion of the issues before the Board, each member shall be recognized by the President before speaking. Notwithstanding any provision of this procedures manual, however, each member of the Board shall have the right to be heard within reason on any issue before the Board.

2829. Process for Public Comment.

- A. The public will always be afforded the opportunity to be heard on any item not on the Board's agenda, at each meeting during the period provided for Public Comment. Unless otherwise authorized by a majority of the Board, speakers will be limited to four (4) minutes during Public Comment unless the majority of the Board authorizes a shorter or longer time limit depending upon the circumstances.
- B. For all items being considered by the Board on the agenda, after the staff presentation for any public hearing, action item, information item, or consent item, and after staff responds to any clarifying questions from Board members but prior to discussion by the Board, the President shall seek public input. If there is an applicant, the President shall first call upon the applicant to comment on the staff recommendation and to present additional information concerning the application. The President shall then ask for comments from the public. Unless otherwise authorized by a majority of the Board, speakers will be limited to four (4) minutes. The President may, in the interest of facilitating the business of the Board, and avoidance of repetition, limit the amount of time a person may use to address the Board. The President may close public comment at any time restricting further discussion to the Board level unless a majority of the Board wishes to hear from other persons. At the conclusion of the public comment, if there is an applicant, he/she shall be given the opportunity to respond to the comments received. All questions of staff from the public and Board members shall be addressed to the President. Staff responses to questions from the public shall ordinarily be made only after the public comment period has ended.

2930. Limitations on Board/Staff Reports.

At each regular Board meeting, reports or comments by Board members shall be made under the Director's Comments and Reports. Reports or comments by staff members shall be made under Staff Reports or Informational Items. Any written report from a Board member shall be placed on the meeting agenda with prior consent of the President. Unless authorized by the President, each Director's reports and comments shall not exceed five (5) minutes. The President, with consensus of the Board, may defer some or all Board reports until after the Board has taken action on any Deferred Consent Calendar Items. This may be done in the interest of facilitating the business of the Board, or as a courtesy to members of the public desiring to participate in Public Hearings or other Action Items which are also on the agenda.

3031. Referrals.

Any matter coming before the Board may, if deemed necessary, be referred by the President, without Board action, to the General Manager, District Legal Counsel, Special Legal Counsel, or to any standing or special committee of the District. The matter shall be reported back to the Board at the next Board meeting by the General Manager, District Legal Counsel, Special Legal Counsel, or to any standing or special committee of the District on the status, responses, recommendations and/or plans to address the matter.

3132. Conflict of Interest.

A Director who has a disqualifying conflict of interest on any matter before the Board shall declare the nature of the conflict and it shall be reflected in the Board minutes. The Director shall not participate in the discussion of that agenda item; shall leave the Board chamber after making the declaration and before any discussion on the matter occurs; and shall not cast a vote on that matter. The minutes shall record a Director's absence for any circumstance when a Director is not seated at the dais.

3233. Minutes of Board and Board Committee Meetings.

The minutes of meetings of the Board and of board committees shall be action minutes that will accurately reflect actions of the Board and the committees and the vote taken on such actions and shall not be verbatim minutes of all matters discussed and comments made at Board or committee meetings. The minutes shall summarize the concerns and questions expressed by the public during public comment periods.

3334. Notification of Absences of Directors.

If any member of the Board is unable to attend a meeting, that member shall, if possible, notify the Board President and the General Manager prior to the meeting.

3435. Annual Meeting Schedule.

The Board shall determine at the beginning of each calendar year the dates for regular Board meetings and regular board committee meetings. Such annual schedule shall include vacation periods, if any, during which no regular meetings will be held.

3536. Director's Legal Liabilities.

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

3637. General Provisions.

Any of the policies or procedures in this procedures manual not required by law may be suspended by a majority of the Board. Any policy or procedure not required by law may be altered, amended or repealed by a majority of the Board at a duly authorized and noticed meeting.

3738. Gifts.

Each Director shall comply with the Gift provision in the MCWD Employee Handbook. In addition, each Director shall comply with the limitations and restrictions on gifts, honoraria, travel, and loans as prescribed by the Political Reform Act (Gov. C. 81000 et seq.) and by the Fair Political Practices Commission (Title 2, CCR 18110 et seq.). If the MCWD Employee Handbook and the Political Reform Act/FPPC regulations conflict, the Director shall comply with the more restrictive requirement. ~~The General Manager shall provide newly elected Director with the latest version of the Employee Handbook. Additionally, the General Manager shall provide all Directors with newly updated version of the Employee Handbook whenever it is updated.~~

3839. Board Member Compensation.

Each member of the Board of Directors will receive compensation for his/her services at a rate of \$50 for attending each Board meeting. No compensation will be paid to any Director for attending other types of meetings such as standing, special or ad-hoc committees. Directors shall be reimbursed for actual necessary expenses incurred in the performance of official business of the District pursuant to assignment of the Board consistent with the reimbursement schedules and policies of the District.

3940. Political Activity.

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

4041. Payment of Bills.

By approving the fiscal year District Budget, the Board of Directors approves the categories and types of goods and services (including public works) that will be acquired or used by the District for that fiscal year. The actual purchase of those goods and services will comply with the District Procurement Policy that has been approved by the Board of Directors.

4142. Director's Violation of Policies.

Whenever the District, a Director or the General Manager receives a complaint or concern regarding potential or alleged violation of policies by a Director or Directors, the matter shall be reported immediately to the Board President. If the President is the subject of the complaint, the matter shall be reported immediately to the Vice President. The Board President or Vice President shall immediately place the matter on the Board agenda for the Board to discuss the alleged violation(s) and take appropriate action. If the matter(s) is serious, the Board President or Vice President may call a special meeting to address the complaint. If a Director breaches any of the policies contained in Sections 5, 6, 8, 13, [4415](#), [4516](#), [1746](#), [2627](#), 38, and 40, the Board may, in addition to other consequences provided by law, publicly censure the offending Director and may as part of the censure take any or all of the following other actions, to be effective for a time determined by the Board:

- a) Remove the offending Director from committees and representative positions to which the Director has been appointed or designated by the Board or by the President,
- b) Prevent the offending Director from placing items on the agenda without the specific, advance authorization of the Board.
- [c\) Prevent the offending Director from using District funds to attend conferences or training.](#)

Appendix

Resolution No. ~~98-1~~ and Amendments

Marina Coast Water District
Agenda Transmittal

Agenda Item: 13-H

Meeting Date: December 16, 2019

Prepared By: Paula Riso

Presented By: Keith Van Der Maaten

Agenda Title: Consider Director Appointments to Committees of the Board and to Outside Agencies for 2020, and as Negotiators to any Ad Hoc Committees of the Board

Staff Recommendation: The Board of Directors consider making Director appointments to Board of Director's Committees and outside agencies for 2020.

Background: *5-Year Strategic Plan, Mission Statement - Providing high quality water, wastewater and recycled water services to the District's expanding communities through management, conservation and development of future resources at reasonable costs.*

Discussion/Analysis: The Board is asked to consider Director appointments to committees and outside agencies for 2020. The Joint City/District, Executive, Budget and Personnel, and Community Outreach Committees shall have two appointed directors and such other persons as the Board may appoint; and, the Water Conservation Commission shall have one director appointed as a liaison who doesn't attend the meetings, but is available for direction. The Board President also has the authority to appoint members to Ad Hoc Committees and negotiators to those Committees.

The Board also appoints directors to the following: Monterey One Water (M1W) Board of Director's, Fort Ord Reuse Authority (FORA) Board of Directors, liaison to the Monterey County Local Agency Formation Commission (LAFCO), ACWA Joint Powers Insurance Authority (JPIA), and, the Special Districts Association of Monterey County (SDA). The Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA Steering Committee) and MPWSP Outreach Committee that the Board added last year are no longer needed as staff has taken over those roles.

The Board appoints representatives to the following District Standing Committees:

- | | | |
|----|---------------------------------------|-------------------------------|
| 1. | Water Conservation Commission Liaison | 1 Board member & 1 Alternate |
| 2. | Joint City/District Committee | 2 Board members & 1 Alternate |
| 3. | Executive Committee | 2 Board members |
| 4. | Budget and Personnel | 2 Board members & 1 Alternate |
| 5. | Community Outreach | 2 Board members & 1 Alternate |

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

- | | | |
|----|-----------------------|------------------------------------|
| 1. | M1W (formerly MRWPCA) | 1 Board member & 2 Alternates |
| 2. | FORA | 1 Board member & 4 Alternates |
| 3. | LAFCO | 1 Board member & 1 Alternate |
| 4. | JPIA | 1 Board member & 1 Alternate |
| 5. | SDA | 1 Board member & 4 Alternates |
| 6. | FORA WWOC | 1 Board/Staff member & 1 Alternate |

Current Committee Assignments are:

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

Current appointments to outside agencies:

- | | |
|--------------|--|
| 1. M1W | Moore – Zefferman as Alternate |
| 2. FORA | Zefferman – Shriner, GM as Alternates |
| 3. LAFCO | Cortez – Zefferman as Alternate |
| 4. JPIA | Le – Cortez as Alternate |
| 5. SDA | Le – Moore, Shriner, Cortez, and Zefferman as Alternates |
| 6. FORA WWOC | GM – District Engineer as Alternate |

Current appointments to Ad Hoc Committees:

1. MCWD / SCSD Ad Hoc Committee – Moore, Shriner as negotiators

Environmental Review Compliance: None required.

Financial Impact: Yes No Funding Source/Recap: None

Other Considerations: The Director appointed to serve on the M1W Board will receive a stipend of \$100 per meeting and an updated FPPC Form 806 will be completed and posted on the District’s website following the appointment.

Material Included for Information/Consideration: None.

Action Required: Resolution Motion Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

From: Peter Le <DirectorLe@mcwd.org>
Sent: Tuesday, December 3, 2019 11:45 AM
To: Keith Van Der Maaten <KVanDerMaaten@mcwd.org>; Thomas Moore <directormoore@mcwd.org>
Subject: Letter to MCWD Board of Directors

Hello Keith,

I like to submit the letter shown below to the Board. Please include it in the correspondence received. Thanks,

Peter

December 3, 2019
Board of Directors
Marina Coast Water District

Comments on Draft Supplemental Environmental Impact Report for the Proposed Modifications to the Pure Water Monterey Groundwater Replenishment Project (Draft Supplemental EIR)

I have reviewed the Draft Supplemental EIR (DSEIR) for the above PWM/GWR project and have the following comments:

1. In Chapter 2, Project Description, of the DSEIR, it describes the new Cal Am Conveyance System as part of this expanded project as follows: " the addition of potable and raw water pipelines along General Jim Moore Boulevard and at the Seaside Middle School site (referred to as CalAm Conveyance Pipelines)".

The above description is not clear in that it does not describe where the additional potable pipeline begins and ends, where the additional raw water pipeline begins and ends, what the sizes of these pipes are, and where exactly on General Jim Moore Blvd they will be constructed (under the existing pavement, under the sidewalk, or adjacent to the sidewalk). Additionally, the DSEIR does not describe whether one of these new pipes will connect to the Cal Am desalinated pipeline that is part of the MPWS project.

Additionally, this Chapter 2 referred to a shared pipeline on General Jim Moore Blvd. But it did not described this pipe is shared between what agencies or organizations or who owns this pipeline.

It is very difficult, in fact not possible, to provide comments where the description of this project portion is very vague and not specific as described above. I request M1W revises the Section 2 to provide additional information as described above.

2. While it is understood that Monterey One Water (M1W) owned 100 percent of the new advanced water purification plant, the DSEIR failed to acknowledge or indicate that Marina Coast Water District (MCWD) owned 100 percent of the existing transmission or conveyance pipeline and the existing Black Horse Reservoir that, currently being used for the current PWM/GWR, Phase 1, will also be used for this expanded PWM/GWR project.

Previous agreements between M1W and MCWD allows MCWD to receive 600 AFY of purified water from the new M1W plant and also allows M1W to convey only 3,500 AF through MCWD's owned pipeline and used only a portion of the Black Horse Reservoir.

3. Additionally, the DSEIR did not show any analysis whether the MCWD's owned pipeline can carry an additional 2,250 AF of this expanded project or ,if feasible, what are the impacts of the conveyance of the additional 2,250 AF to the MCWD's transmission and distribution systems. I request that M1W performs these impact analyses to the existing transmission or conveyance pipeline from the conveyance of additional 2,250 AF and propose appropriate mitigation, if any. The analyses must include the full use or 100 % of MCWD's recycled water rights in the future and not just 600 AFY.

4. Similarly, the DSEIR did not show any analysis of the impacts of this expanded project to the existing MCWD's owned Black Horse Reservoir. The installation of new wells as part of this project definitely impacts the operation of the existing Black Horse Reservoir in addition to the conveyance of the additional 2,250 AF. I request that M1W performs the analyses of the impacts to the existing Black Horse Reservoir and propose appropriate mitigation.

5. The DSEIR shows a new pipeline running along the existing dirt road and connects to the existing Black Horse Reservoir. But there was no discussion whether it is feasible to do so, the impacts to the operation of this reservoir, any required permit from the State Drinking Division for this new connection to the tank, or the alternative of connecting to the existing pipes instead of connecting to the existing tank. I request that M1W addresses these issues in the Final SEIR.

6. Section 2.7, Permits and Approvals, failed to indicate that M1W needs to obtain approval from MCWD Board of Directors before it can convey an additional 2,250 AF on the MCWD's 100% owned pipeline and use the MCWD's 100% owned Black Horse Reservoir capacity for this expanded project. I request that M1W revises Section 2.7 to indicate approvals are required from MCWD.

7. Additionally, Section 2.7. Permits and Approvals, did not indicate whether Cal Am will need to obtain approval from California Public Utilities Commission (CPUC) for its new facilities for this expanded project and for new and/or additional components or its approved MPSWP desal project. I request that M1W and/or Cal Am clarifies which components of this project will require approval from CPUC.

8. Section 7.1, List of Preparers and Persons Consulted, did not indicate any consultation was made with Marina Coast Water District or its staff. If there was any consultation, please list in this Section 7.1.

9. Since MCWD owns 100 percent of the existing transmission or conveyance pipeline and 100% of the existing Black Horse Reservoir and MCWD only allows M1W to carry only 3,500 AF, and assuming that there is no adverse impacts to MCWD's transmission and distribution systems, M1W will need to pay MCWD additional capital costs, and operation and maintenance costs to convey an additional 2,250 AF as part of this expanded project.

The above comments are my own comments and they do not represent comments from any other individuals or from any private or public organizations.

Let me know if you have any questions.

Sincerely,

Peter Le P.E.

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