



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

GAIL MORTON
President

JAN SHRINER
Vice President

HERBERT CORTEZ
BRAD IMAMURA
THOMAS P. MOORE

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

Hybrid Meeting

920 2nd Avenue, Suite A, Marina, California

and

Zoom Teleconference

Monday, May 20, 2024, 6:00 p.m. PST

Staff and Board members will be attending the May 20, 2024 meeting in person. Members of the public may attend the Board meeting in person or can continue to attend remotely via Zoom conference.

Persons who are participating via telephone will need to press *9 to be acknowledged for comments. Members of the public participating by Zoom will be placed on mute during the proceedings and will be acknowledged only when public comment is allowed, after requesting and receiving recognition from the Board President. Public comment on the action item can also be submitted in writing to Paula Riso at priso@mcwd.org by 9:00 am on Monday, May 20, 2024; such comments will be distributed to the MCWD Board before the meeting.

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

<https://us02web.zoom.us/j/88444800727?pwd=RHYybWYvUUxxWG9mb1JaQ2dvM1ICQT09>

Passcode: 229806

To participate via phone: 1-669-900-9128; Meeting ID: 884 4480 0727 Passcode: 229806

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

1. Call to Order

2. Roll Call

This agenda is subject to revision and may be amended prior to the scheduled meeting. Pursuant to Government Code section 54954.2(a)(1), the agenda for each meeting of the Board shall be posted at the District offices at 11 Reservation Road, and 920 2nd Avenue, Suite A, Marina. A complete Board packet containing all enclosures and staff materials will be available for public review on the District website, Thursday, May 16, 2024. 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: 831-883-5931.

3. Introduction of New Hires

4. Public Comment on Closed Session Items *Anyone wishing to address the Board on matters appearing on Closed Session may do so at this time. Please limit your comment to four minutes. The public may comment on any other items listed on the agenda at the time they are considered by the Board. Disruptive behavior may result in removal of the individual responsible.*

5. Closed Session

- A. Pursuant to Government Code 54956.8
 Conference with Real Property Negotiator
 Property: Armstrong Ranch Property
 Negotiating Parties: Sunberry Growers, LLC. and MCWD Negotiators (Legal Counsel and General Manager)
 Under Negotiation: Price and Terms

Reconvene to Open Session Estimated to be at 7:00 p.m.

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

- A. Adopt Resolution No. 2024-18 to Approve a Twelve-Year Farm Lease with Sunberry Growers, LLC. for the District’s Parcel 175011049000

7. Pledge of Allegiance

8. Oral Communications *Anyone wishing to address the Board on matters not appearing on the Agenda may do so at this time. Please limit your comment to four minutes. The public may comment on any other items listed on the agenda at the time they are considered by the Board. Disruptive behavior may result in removal of the individual responsible.*

* * * * *

9. Marina Coast Water District Groundwater Sustainability Agency Matters

A. Action Items

- 1. [Receive a Presentation on the Deep Aquifers Study](#)
(Page 1)
- 2. [Adopt Resolution No. 2024-GSA02 to Amend the FY 2023/2024 Operating Budget and Approve a Professional Services Agreement with EKI Environment & Water, Inc. to Provide Updates to the Regional Seawater Intrusion Computer Model](#)
(Page 5)

10. Return to Marina Coast Water District Matters

* * * * *

11. Consent Calendar

- A. [Receive and File the Check Register for the Month of April 2024](#)
(Page 34)
- B. [Approve the Draft Minutes of the Special Joint Board/GSA Meeting of April 17, 2024](#)
(Page 42)
- C. [Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of April 22, 2024](#)
(Page 46)
- D. [Approve the Draft Minutes of the Special Joint Board/GSA Meeting of April 29, 2024](#)
(Page 52)
- E. [Receive the First Quarter Investment Report for Calendar Year 2024](#)
(Page 55)
- F. [Adopt Resolution No. 2024-19 to Approve a Water, Sewer, and Recycled Water Infrastructure Agreement between MCWD and Shea Homes Limited Partnership for the Enclave at Cypress Grove at Seaside Resort Phase 4 Development in Seaside, CA](#)
(Page 59)
- G. [Adopt Resolution No. 2024-20 Ordering an Election, Requesting County Elections to Conduct the Election, and Requesting Consolidation of the Election Set for November 5, 2024](#)
(Page 116)

12. Action Item *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 the Introduction and First Reading of Ordinance No. 63, An Ordinance Amending Title 6 of the Marina Coast Water District Code](#)
(Page 126)

13. Budget Workshop

- A. [Receive Presentation on the Proposed FY 2024-2025 District Budget and Provide Direction Regarding Preparation of the Final Budget Documents](#)
(Page 139)

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

15. Board Member Requests for Future Agenda Items

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

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

Regular Meeting: Monday, June 17, 2024, 6:00 p.m.

Special Meeting: Tuesday, June 18, 2024, 5:00 p.m.

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 9-A1

Meeting Date: May 20, 2024

Prepared By: Patrick Breen

Approved By: Remleh Scherzinger PE

Agenda Title: Presentation on the Deep Aquifers Study

Staff Recommendation: Receive a presentation on the Deep Aquifers Study

Background: *Strategic Plan Element 1.0 Water Sources, Goal No. 1.6 – Establish goals and objectives that promote protecting our current groundwater source from seawater intrusion and other forms of contamination.*

The Deep Aquifers increasingly provide vital groundwater resources for drinking water, irrigation, and industrial uses in the Salinas Valley. The Marina Coast Water District Groundwater Sustainability Agency (MCWDGSA), Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA), and collaborative funding partners jointly financed the Deep Aquifers Study (Study) to address critical questions regarding the geology and hydrogeology of the Salinas Valley’s Deep Aquifers and provide a scientific basis for sustainable management.

The need for additional study of the Deep Aquifers has been identified in the context of stopping seawater intrusion and effectively managing groundwater sustainability. In 2017, the Monterey County Water Resources Agency (WRA) issued “Recommendations to Address the Expansion of Seawater Intrusion in the Salinas Valley Groundwater Basin.” In 2018, the County of Monterey issued an interim ordinance No. 5302 (extended by No. 5303) which prohibited construction of new wells in the Deep Aquifers unless exempted by ordinance and directed WRA to complete a study of the Deep Aquifers. In 2020, MCWRA updated its 2017 report, however some recommendations were not implemented, and the interim ordinance expired. The expiration of the ordinance, coupled with data on well construction and groundwater extraction in the Deep Aquifers that occurred while the ordinance was in place, highlighted the need to complete this critical study.

The importance of the Study has also been described in the 2020/2022 180/400-Foot Aquifer Groundwater Sustainability Plan and 2022 Monterey Subbasin Groundwater Sustainability Plan. Both GSPs include a Management Action to undertake and operationalize guidance from a study of the deep aquifers. In the fall of 2021, SVBGSA put together a funding agreement, issued a request for proposals (RFP) and, with input from other agencies, selected Montgomery & Associates Inc. to complete the Study. The collaborative funding partners include ALCO Water, California Water Service, Castroville Community Services District, City of Salinas, Irrigated Agriculture, Marina Coast Water District Groundwater Sustainability Agency (MCWD GSA), County of Monterey, SVBGSA, and WRA. The Study began in January 2022 and was planned to take 2 years to complete.

During the Study preparation SVBGSA facilitated diverse technical expert input on M&A's interim work products and findings from the Groundwater Technical Advisory Committee (GTAC), which evolved out of the Seawater Intrusion Working Group Technical Advisory Committee where MCWDGSA is a member. GTAC peer review of an administrative draft

extended the original December 2023 completion timeline by several months. The GTAC provided input on numerous aspects of the Study, including:

- Definition of Deep Aquifers
- Review of preliminary findings and interim guidance
- Newly collected data and how they inform the Deep Aquifers Hydrogeologic Conceptual Model
- Water budget
- Current conditions, monitoring recommendations, and guidance for management

Declining groundwater elevations in the Deep Aquifers over the past few decades prompted the need for this Study. Despite chronic groundwater elevation declines in most Deep Aquifers wells, well installations continued. Extractions from the Deep Aquifers in the Seaside, Monterey, and coastal 180/400-Foot Aquifer Subbasins have been occurring since the 1980s, increasing at a steeper rate over the past decade in the coastal 180/400-Foot Aquifer.

Since 2014, many new agricultural Deep Aquifers wells have been installed in the areas that are seawater-intruded in the 180- and 400-Foot aquifers, and where the Castroville Seawater Intrusion Project (CSIP) does not deliver an alternative water supply. Data indicate that recent surface water has not infiltrated into the Deep Aquifers under current climate conditions, and groundwater elevation declines increase the risk of seawater intrusion and subsidence.

This Study compiles all available data into a scientifically robust report characterizing the geology and hydrogeology of the Deep Aquifers in the Salinas Valley. Collection and integration of different types of data fills key data gaps and provides science-based guidance for management. It provides definition of the Deep Aquifers and a hydrogeologic conceptual model (HCM) that describes the geology and hydrogeology, extent of the Deep Aquifers, aquifer hydraulic properties, groundwater chemistry and potential natural recharge and discharge pathways. It includes a water budget, and reviews historical and recent conditions. Lastly, it provides guidance for management.

The Deep Aquifers are defined as the water-bearing sediments that are below a relatively continuous aquitard or area of higher clay content encountered between approximately 500 feet and 900 feet below land surface within the Salinas Valley Basin, building on previous definitions of the aquifer system below the 400-Foot Aquifer. The HCM summarizes the physical framework of the Deep Aquifers and how the groundwater occurs and moves. With areas of uncertainty, primarily around the edges, the HCM shows the areas of the Deep Aquifers sampled have received no recharge of surficial water since at least 1953.

The Deep Aquifer Study water budget provides reasonable estimates of groundwater entering and leaving the Deep Aquifers and annual changes in groundwater storage. Groundwater inflow to and outflow from the Deep Aquifers can come from adjacent aquifers and/or the slow leakage of water between the Deep Aquifers and overlying 400-Foot or equivalent aquifer. Characterized by three different regions with varying degrees of certainty, there is the most data for the “Northern Region” where there is the largest storage decline as more water is extracted than replenished. The water budget for the entire extent of the Deep Aquifers shows groundwater storage has declined on average 9,000 acre-feet (AF) per year in the historical water budget and 9,600 AF per year in the recent water budget.

Historical and current conditions are summarized for the Deep Aquifers which describe how much groundwater has been extracted over time. Water Year 2022 groundwater extraction from

the Deep Aquifers ranged from 13,800 AF from the true Deep Aquifers wells to 17,700 AF from all Deep Aquifers wells, with the difference being extraction from wells that are screened in the Deep Aquifers and overlying 400-Foot Aquifer. Groundwater elevations in the Deep Aquifers fluctuated historically but have been on a downward trend over the last 2 decades. Lowering groundwater elevations and downward gradients put the Deep Aquifers at risk of seawater intrusion and subsidence.

Guidance for managing the Deep Aquifers is based on the findings of the Study. Management must fit within the existing regulatory context, including the adjudication of the Seaside Subbasin, Sustainable Groundwater Management Act (SGMA), and the County well permitting process. The goal of management should be to address the risks associated with further groundwater elevation declines. Lack of management of the Deep Aquifers could have severe economic implications due to seawater intrusion, subsidence, and lack of regulatory compliance. Local control may also be compromised without adhering to the Seaside adjudication or SGMA.

The Study provides 12 pieces of guidance aimed at halting further degradation and improving groundwater elevations to prevent seawater intrusion and subsidence. These focus on providing science-based principles to guide management where there is sufficient data for managing the Deep Aquifers. The guidance does not extend to policy decisions, the type of management actions or projects to implement, or how the guidance should be applied, as those are beyond the Study scope. Policies and implementation should be planned and created with local groundwater management agencies and key stakeholders. Finally, the Deep Aquifer Study makes recommendations for refining the existing monitoring networks to track trends, identify changes and enhance the understanding of groundwater conditions.

The Study reaffirms that the Deep Aquifers are in overdraft. It acknowledges areas of uncertainty and limitations in data and data gaps but confirms that sufficient data exists to manage the Deep Aquifers. Management and monitoring to ensure sustainability of the Deep Aquifers must be a deliberate, collaborative, and timely undertaking by all agencies with overlapping authority, interested parties and beneficial users.

The Deep Aquifer Study was presented at the May 9th SVBGSA Board meeting, to the MCWDGSA Board at their May meeting, WRA Board of Directors at their June meeting, and to the Monterey County Board of Supervisors in July.

The entire study can be found at the following link to the SVBGSA website:

<https://svbgsa.org/deep-aquifer-study/>

Environmental Review Compliance: None required.

Legal Counsel Review: None required.

Climate Adaptation: Climate change is implicitly present in the definition of groundwater sustainability in the SGMA legislation, which requires groundwater management to be sustainable over a 50-year planning and implementation horizon (California Water Code (CWC) § 10727.2(c)).

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

Other Considerations: None

Materials Included for Information/Consideration: None.

**Marina Coast Water District
Groundwater Sustainability Agency
Agenda Transmittal**

Agenda Item: 9-A2

Meeting Date: May 20, 2024

Prepared By: Patrick Breen

Approved By: Remleh Scherzinger PE

Agenda Title: Consider Adoption of Resolution No. 2024-GSA02 to Approve a Professional Services Agreement with EKI Environment & Water, Inc. to Provide Updates to the Regional Seawater Intrusion Computer Model, and Amend the FY 2023/2024 Operating Budget

Staff Recommendation: Adopt Resolution 2024-GSA02 to approve a Professional Services Agreement with EKI Environment & Water, Inc. (EKI) for a total not-to-exceed amount of \$275,000 for Regional Seawater Intrusion model updates; and, 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: *Strategic Plan Element 1.0 Water Sources, Goal No. 1.6 – Establish goals and objectives that promote protecting our current groundwater source from seawater intrusion and other forms of contamination.*

The Board of Directors awarded a Professional Services Agreement to EKI Environment & Water, Inc. (EKI) for Groundwater Sustainability Plan (GSP) preparation on August 7, 2017. The agreement was subsequently augmented via an amendment(s) by the Board on April 16, 2018, May 18, 2020, and on July 19, 2021, to continue GSP development efforts, develop Basin Setting Information, and Program Management and Grant Administration amongst other activities.

The Monterey Subbasin Groundwater Sustainability Plan was completed and submitted to the Department of Water Resources (DWR) by the January 31, 2022 deadline. Subsequently, the Monterey Subbasin GSP was approved by DWR on April 27, 2023.

EKI has been acting in the capacity of the MCWDGSA technical advisor, coordinator, and developer of the Monterey Subbasin Groundwater Sustainability Plan for the MCWDGSA.

Discussion/Analysis: As mentioned above the GSP for the Monterey Subbasin was submitted by the statutory deadline of January 31, 2022, to the DWR, DWR approved the Monterey Subbasin on April 27, 2023, and implementation will continue through 2042.

MCWDGSA prepared and applied for the DWR Proposition 68 Round 2 SGMA Implementation Grant for the Monterey Subbasin in December 2022 in collaboration with SVBGSA. On May 19, 2023, DWR announced a draft grant award of \$6,447,910 to the Monterey Subbasin, including funding allocations for efforts described in Tasks 1 and 7 below. The grant allows reimbursement for efforts conducted after December 2021.

These modeling updates are needed to assess impacts of regional projects proposed by the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) on the Monterey Subbasin. This work is being performed as part of the implementation of the Monterey Subbasin GSP

(GSP) and is consistent with the scope of work identified under Component 1 (Task 1) and Component 2 (Tasks 1 and 9) of the California Department of Water Resources (DWR) Round 2 Sustainable Groundwater Management (SGM) Implementation Grant and will be fully reimbursable under MCWD’s Round 2 Grant Agreement with California Department of Water Resources (DWR).

Expedited completion of these regional model updates is required to facilitate their inclusion in SVBGSA’s technical feasibility studies of selected regional projects including: (a) a regional seawater extraction barrier, (b) seasonal reservoir releases and aquifer storage and recovery (ASR), and (c) demand management. SVBGSA is utilizing the regional SWI Model to assess the impacts of these projects on the 180/400-Foot Aquifer Subbasin and surrounding subbasins, including the Monterey Subbasin. It is critical that the SWI Model reasonably represent conditions in the Monterey Subbasin prior to presentation of modeling results in the final Feasibility Studies.

SVBGSA plans to include the results of the Feasibility Studies in the 5-Year Periodic Evaluation for the 180/400 Foot Aquifer Subbasin, which is due to DWR in January 2025. The 180/400-Foot Aquifer Subbasin is a critically overdrafted subbasin and is therefore on an expedited schedule relative to the surrounding basins like the Monterey Subbasin, for which the 5-Year Periodic Evaluation is not due until January 2027.

SVBGSA has requested that modeling updates being performed by EKI on behalf of MCWD in the Monterey Subbasin be completed no later than July 31, 2024. The tasks included herein include the performance of continued updates to the regional SWI Model through July 2024 and associated grant management tasks through July 2024. As indicated above, these tasks are anticipated to be fully reimbursable under MCWD’s Round 2 Grant Agreement with DWR.

PROPOSED PROJECT BUDGET

Work Authorization Task	Budget	Anticipated Reimbursement by Round 2 Grant
Task 1 – Grant Administration <i>(Grant Component 1: Task 1)</i>	\$15,000	\$15,000
Task 2a – Regional Model Update <i>(Grant Component 2: Task 8 and 9)</i>	\$245,000	\$245,000
Task 2b – Project Administration under Grant Component 2 <i>(Grant Component 2: Task 1)</i>	\$15,000	\$15,000
TOTAL	\$275,000	\$275,000

In an effort to balance Water Resources Department budgets a budget amendment will be necessary to transfer funds from the GSA Fund to the Water Resources Consultant line item as detailed in the Financial Impact section below.

Environmental Review Compliance: None required.

Legal Counsel Review: Legal counsel has reviewed the PSA.

Climate Adaptation: Climate change is implicitly present in the definition of groundwater sustainability in the SGMA legislation, which requires groundwater management to be sustainable over a 50-year planning and implementation horizon (California Water Code (CWC) § 10727.2(c)).

Financial Impact: Yes No **Funding Source/Recap:** Funding for this Professional Services Agreement will be included in the FY 2023/2024 Water Resources Consultant budget if the amendment is approved and will be reimbursed by the DWR SGMA Implementation Grant Agreement #460001624.

The proposed budget amendment is as follows:

Budget Amendment	Remaining FY 2023/2024 Budget	Change	Balance
From: GSA Fund	\$ 1,356,618	(\$ 535,000)	\$ 821,618
To: Water Resources Consultant Line Item 07-06-040-027	\$ (260,000)	\$ 535,000	\$ 275,000

Other Considerations: The Board can choose not to authorize the amendment or PSA.

Materials Included for Information/Consideration: Resolution No. 2024-02; and, Draft Professional Services Agreement with EKI Proposed Work Authorization.

Action Required: Resolution Motion Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

May 20, 2024

Resolution No. 2024-GSA02
Resolution of the Board of Directors
Marina Coast Water District Groundwater Sustainability Agency
Approving a Professional Services Agreement with EKI Environment & Water, Inc.
for Updates to the Regional Seawater Intrusion Computer Model

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District Groundwater Sustainability Agency (“MCWDGSA”), at a regular meeting duly called and held on May 20, 2024 at 920 Second Avenue, Suite A, Marina, California as follows:

WHEREAS, the Sustainable Groundwater Management Act (SGMA) of 2014, Water Code Sections 10720-10736.6 was signed into law September 16, 2014; and,

WHEREAS, the District formed Groundwater Sustainability Agencies for the Central Marina and Ord Community Service Areas in portions of the Monterey Subbasin and the 180/400 Subbasin in conformance with the SGMA; and,

WHEREAS, SGMA gives local agencies, such as the District, additional authorities and powers to manage groundwater; and,

WHEREAS, SGMA required a coordinated Groundwater Sustainability Plan (GSP) or GSPs among or between adjacent GSAs and adjacent subbasins be submitted by January 31, 2022; and,

WHEREAS, the MCWD GSA submitted a GSP for the Monterey Sub-basin on January 28, 2022; and,

WHEREAS, the Monterey Sub-basin GSP was approved by DWR on April 27, 2023; and,

WHEREAS, the Monterey Sub-basin GSP now needs to be continually implemented until 2042; and,

WHEREAS, the development of a Seawater Intrusion Model is necessary as a component of the Monterey Subbasin GSP and is under development; and,

WHEREAS, the completion of the Seawater Intrusion Model development needs to be accelerated in order to analyze SVBGSA Feasibility Studies including a seawater intrusion extraction barrier; and,

WHEREAS, EKI Environment & Water, Inc. staff is familiar with the Marina Coast Water District, with District staff developed the Monterey Sub-basin GSP, has been providing consulting services to the District since 2014, has demonstrated extensive knowledge related to Groundwater Resources and Planning & Implementation; and District staff believes that the monetary resource proposed herein is reasonable given the complexities of the work.

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

1. Adopt Resolution No. 2024-GSA02 approving a Professional Services Agreement with EKI Environment & Water, Inc. and amend the FY 2023/2024 Operating Budget as follows:

Budget Amendment	Remaining FY 2023/2024 Budget	Change	Balance
From: GSA Fund	\$ 1,356,618	(\$ 535,000)	\$ 821,618
To: Water Resources Consultant Line Item 07-06-040-027	\$ (260,000)	\$ 535,000	\$ 275,000

2. Authorize the General Manager to execute the Professional Services Agreement with EKI Environment & Water, Inc. for and implementation of the Monterey Subbasin GSP and to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution, the total dollar amount not-to-exceed \$275,000.

PASSED AND ADOPTED on May 20, 2024, by the Board of Directors of the Marina Coast Water District Groundwater Sustainability Agency by the following roll call vote:

Ayes: Directors _____

Noes: Directors _____

Absent: Directors _____

Abstained: Directors _____

Gail Morton, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2024-GSA02 adopted May 20, 2024.

Remleh Scherzinger, Secretary

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN MARINA COAST WATER DISTRICT GROUNDWATER
SUSTAINABILITY AGENCY (GSA)
AND EKI ENVIROMENT & WATER, INC.
FOR UPDATES TO THE REGIONAL SEAWATER INTRUSION COMPUTER
MODEL

Funding: DWR Grant #460001624

Task No. TBD

THIS AGREEMENT, made and entered into this _____, by and between Marina Coast Water District Groundwater Sustainability Agency, 11 Reservation Road, Marina, CA, 93933, hereinafter called "DISTRICT" or "MCWD" or "MCWDGSA", and EKI ENVIROMENT & WATER, INC., with its principal offices at 2001 JUNIPERO SERRA BLVD, SUITE 300, DALY CITY, CA 94014, hereinafter called the "CONSULTANT":

WHEREAS, the DISTRICT, desires to receive the professional services related to UPDATES TO THE REGIONAL SEAWATER INTRUSION COMPUTER MODEL with a scope generally defined by SCOPE in Appendix A; and

WHEREAS, DISTRICT is desirous of engaging the services of said CONSULTANT to perform or furnish said services; and

WHEREAS, CONSULTANT has available and offers to provide personnel and facilities necessary to accomplish said services in a timely manner.

NOW, THEREFORE, said DISTRICT and said CONSULTANT, for the considerations hereinafter set forth, mutually agree as follows:

ARTICLE I - PROFESSIONAL ENGAGEMENT

DISTRICT hereby engages EKI ENVIROMENT & WATER, INC. as an independent contractor, to perform or furnish the services hereinafter more particularly described in Appendix A, commencing on the date of this Agreement.

CONSULTANT hereby agrees to perform or furnish as an independent contractor professional engineering and related services as set forth herein. CONSULTANT may retain qualified subconsultants to assist in the performance of professional services. DISTRICT shall be notified prior to CONSULTANT sub-contracting such services and sufficient time shall be provided to allow DISTRICT to review the subconsultant's qualification. Should DISTRICT, based upon reasonable cause, not accept any such subcontractor or subconsultant for use on the Project, DISTRICT shall so notify

CONSULTANT within five (5) days following DISTRICT's receipt of such notice from CONSULTANT, and CONSULTANT shall not subcontract with any such subcontractor or subconsultant for the Project. DISTRICT shall have the right at any time to revoke its acceptance (whether given affirmatively or by its failure to object within said five (5) day period) of any subcontractor or subconsultant on the basis of reasonable cause, in which case CONSULTANT shall submit an acceptable substitute and a Task Order equitably adjusting CONSULTANT's compensation will be issued. No acceptance of any subcontractor or subconsultant shall waive: (1) DISTRICT's right not to accept defective services performed or furnished for CONSULTANT by said subcontractor or subconsultant; or (2) any other right or remedy DISTRICT has under this Agreement, including but not limited to its rights to suspend or terminate services under this Agreement.

CONSULTANT is an independent contractor and is not and shall not be deemed to be an employee, agent, servant, partner or joint venturer of DISTRICT. CONSULTANT shall have the exclusive supervision, direction and control of all employees, subconsultants, subcontractors, suppliers, materials, equipment and facilities employed, contracted with or used by, CONSULTANT in performing or furnishing services under this Agreement.

ARTICLE II - SCOPE OF SERVICES

The scope of services performed or furnished by CONSULTANT under the terms of this Agreement is defined in Appendix A and in the executed Amendment(s) pursuant hereto which will authorize CONSULTANT to perform specific engineering services related to the project. Unless modified in writing by both parties through a Amendment, duties of CONSULTANT shall not be construed to exceed those services specifically established in Appendix A. (**NOTE: ANY ADDITIONAL ENGINEERING FEES ASSOCIATED WITH SERVICES NOT INCLUDED IN APPENDIX A MUST BE DEFINED AND AGREED TO BY DISTRICT IN WRITING PRIOR TO INITIATION OF THESE SERVICES.**)

ARTICLE III – GENERAL PROVISIONS

A. The CONSULTANT shall perform its Services consistent with and limited to the professional skill and care ordinarily provided by engineers practicing in the same or similar locality under the same or similar circumstances.

B. The CONSULTANT hereby represents that all work described herein shall be performed only by persons under the supervision of a person who is currently licensed to perform such work and that to the best of its professional ability, all work shall be performed in accordance with applicable Federal, State, and local laws and regulations.

C. The CONSULTANT shall not discriminate in employment practices, in the performance of the terms of this Agreement, either directly or indirectly, on the grounds of race, color, religion, sex, age, or national origin, and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin.

D. The General Manager of the DISTRICT shall forward an executed copy of this Agreement to the CONSULTANT within ten (10) days of execution of this Agreement by the DISTRICT.

ARTICLE IV: COOPERATION BY DISTRICT

DISTRICT shall, to the extent reasonable and practicable, cooperate with CONSULTANT in the performance of CONSULTANT's services hereunder. Such cooperation shall include, but not necessarily be limited to: providing right of access to work sites as required for CONSULTANT to perform or furnish services under this Agreement; providing relevant material available from DISTRICT 's files such as maps, drawings as available (WHETHER OR NOT AS-BUILT DRAWINGS), records, and operation and maintenance information; serving all notices; attending all hearings; payment of all permit and other required fees associated with the Project; and rendering assistance in determining the location of existing facilities and improvements which may be affected by the Project. The CONSULTANT will be entitled to rely on the accuracy and completeness of the information furnished by the DISTRICT. However, CONSULTANT will immediately advise DISTRICT in writing if CONSULTANT becomes aware of any errors or omissions in information provided to CONSULTANT.

DISTRICT shall be responsible for providing legal services which it deems necessary for the Project including review of contract documents, public advertising and contract letting. DISTRICT shall pay fees for utility services to the Project.

DISTRICT shall appoint PATRICK BREEN as DISTRICT's REPRESENTATIVE with respect to the services to be performed under this Agreement. DISTRICT'S REPRESENTATIVE shall have complete authority to transmit instructions, receive information, and interpret and define DISTRICT's policies. CONSULTANT shall be entitled to rely on representations made by DISTRICT's REPRESENTATIVE unless otherwise specified in writing by DISTRICT.

Article V – SCHEDULE

A schedule for carrying out services performed by CONSULTANT under the terms of this Agreement is set forth in Appendix A. CONSULTANT will exert all reasonable efforts to perform or furnish all services under this Agreement in accordance with said schedule.

DISTRICT will be kept informed as to the progress of the services under this Agreement under the terms presented in Appendix A. Neither party shall hold the other responsible for damages caused by, arising out of or resulting from delays in performance caused by acts of God, strikes, lockouts, or events beyond the control of the other party.

Article VI – LITIGATION

The Agreement does not require CONSULTANT to prepare for or appear as a witness in any litigation or alternative dispute resolution proceeding on behalf of DISTRICT, other than as specified in Appendix A, except in consideration of additional reasonable compensation negotiated as part of an Amendment specifically issued for such purpose. Notwithstanding the preceding, CONSULTANT shall participate without additional compensation in any litigation or alternative dispute resolution proceeding in which CONSULTANT is a party or in which a claim is made against DISTRICT based in whole or in part on CONSULTANT's negligence, professional errors or omissions, breach of contract or deficiencies in CONSULTANT's design or performance hereunder.

ARTICLE VII: COMPENSATION

Payment for the engineering services set forth in Appendix A and specific executed Amendment(s) shall be made by DISTRICT to CONSULTANT and shall be considered as full compensation for such services and all personnel, materials, supplies, and equipment used and costs incurred in carrying out such services. In no event shall the amount of compensation exceed the total fee specified in Appendix A without approval from the DISTRICT.

A. If payment for services performed or furnished under terms of Appendix A and/or Amendment(s) is to be on a lump sum basis, compensation shall be as described below:

1. Appendix A and/or Amendments must specify that the work is to be performed on a lump sum basis.
2. Compensation to CONSULTANT shall be a lump sum amount specified in Appendix A and Amendment(s).
3. Payments shall be monthly, based on percent completion. As each payment is due, a statement describing the services which have been performed or furnished and listing the percentage of completion and the total amount of prior payments paid by DISTRICT shall be submitted to DISTRICT. Payment shall be made for the balance due under such statement, without retention unless DISTRICT contests all or part of said billing in which event only that portion so contested will be retained by DISTRICT pending resolution of the dispute and any uncontested portion will be paid.

B. If payment for services performed or furnished under terms of Appendix A and/or Amendment(s) is to be on a time and expense reimbursable basis, with a total cost not-to-exceed, compensation shall be as described below:

1. Appendix A and/or Amendments must specify that the work is to be performed on a time and expenses basis with a total cost not-to-exceed.

2. Compensation to CONSULTANT shall be on a time and expense reimbursement basis in accordance with CONSULTANT's Schedule of Charges. A current copy of the Schedule of Charges will be included with each Amendment.

3. Payments for services provided by CONSULTANT on a time and expense basis shall be made monthly by the DISTRICT based on an itemized invoice from CONSULTANT which lists actual costs and expenses or units of work performed on the Project in the immediately preceding month. Such payments shall be for the invoice amount, without retention unless DISTRICT contests all or part of said billing in which event only that portion so contested will be retained by DISTRICT pending resolution of the dispute and any uncontested portion will be paid.

4. A budget for compensation for services provided by CONSULTANT on a time and expense basis will be established in the Compensation section of Appendix A and/or the Amendment. The budget established shall not be exceeded without DISTRICT's written authorization.

5. The budget may be increased by Amendment if necessary to complete the scope of work. If appropriate, CONSULTANT will advise DISTRICT of the anticipated expenditure over the budgeted amount at the fifty (50) percent completion point of the Amendment work and request additional budget authorization.

6. Amendments using a time and expense reimbursement should be limited in scope. The product of these Amendment(s) should adequately define the specific scope and effort necessary to achieve the necessary addition/modification and develop a lump sum proposal for the required engineering services.

C. CONSULTANT's final statement or invoice for any services which include construction, or the final statement or invoice for the Project, whichever occurs earlier in time, shall include properly completed and executed Releases of Liens and Claims (see Appendix C). Payment of any invoice not satisfying these requirements may be withheld until the requirements has been satisfied.

D. The CONSULTANT shall submit itemized statement or invoice of costs to the DISTRICT for each month that work is performed. The DISTRICT shall pay the CONSULTANT by the 25th of the month for invoices and itemized statements submitted by the first day of the same month. Payments are due upon receipt of a statement or invoice prepared in a manner acceptable to DISTRICT and approved by DISTRICT.

ARTICLE VIII: RECORDS

The CONSULTANT shall keep and maintain accurate records of costs incurred, and the time expended relating to all services to be compensated hereunder. All records shall be available to the DISTRICT for review thereof upon request by the DISTRICT or its authorized representative. All fiscal and accounting records and other supporting papers of the CONSULTANT shall be maintained for a minimum of three (3) years following the close of the DISTRICT fiscal year of expenditures.

ARTICLE IX: TITLE TO DOCUMENTS

All reports, drawings, specifications, submittals and other materials collected or produced by the CONSULTANT hereunder shall after completion and acceptance, become the property of the DISTRICT, provided that, except for any disputed amounts of less than \$15,000, DISTRICT has paid CONSULTANT all amounts owed under this Agreement.

The CONSULTANT may utilize existing materials developed by the CONSULTANT prior to the commencement of this engagement including, but not limited to, customized computer routines developed using proprietary or commercial software packages, reports, documents, maps, graphs, charts, photographs and photographic negatives. These materials shall remain the property of the CONSULTANT.

CONSULTANT shall be entitled to a reproducible copy of all material furnished to DISTRICT, the costs of which is included on the compensation amounts specified in Appendix A and/or the Amendment(s). Any uncompleted work of CONSULTANT delivered to DISTRICT due to cancellation of all or portions of the work or contract termination, which utilized by DISTRICT in any way, shall have CONSULTANT name removed.

ARTICLE X: KEY PERSONNEL

The CONSULTANT shall specifically assign a project manager and necessary staff to complete the Scope of Work.

The CONSULTANT hereby agrees that the assigned personnel directly responsible for conducting the Scope of Work in Appendix A shall not be changed during the course of the work without prior written consent of the DISTRICT, which consent shall not be unreasonably withheld.

ARTICLE XI: ASSIGNMENT AND SUBCONTRACTING

Neither party shall assign, sell, mortgage, hypothecate, or otherwise transfer its interest or obligations in this agreement without written consent of the other party. Further, none of the services covered by this agreement shall be subcontracted beyond that which is specifically noted in the CONSULTANT'S proposal unless approved by the DISTRICT in writing.

ARTICLE XII: INSURANCE AND LIABILITY

The CONSULTANT agrees to indemnify, defend, and hold harmless the DISTRICT, its officers, agents, and employees as provided in Appendix B, attached hereto and hereby incorporated by reference to the fullest extent permitted by law.

Coverages described in Appendix B shall be maintained through the term of this Agreement, and the CONSULTANT shall file with the DISTRICT prior to the execution of this Agreement, and as policy renewals occur, a Certificate of Insurance evidencing that the insurance coverages required herein have been obtained and are currently in effect. Insurance policies shall provide that such insurance is primary insurance.

A. CONSULTANT and its subcontractors shall maintain worker's compensation and employers' liability insurance in accordance with the amount(s) and coverage(s) in the attached Appendix B.

B. CONSULTANT and its subcontractors shall maintain commercial general liability and automobile liability insurance protecting it against claims arising from bodily or personal injury or damage to property, including loss of use thereof, resulting from operations of CONSULTANT pursuant to this AGREEMENT or from the use of automobiles and equipment of or by CONSULTANT. The amount(s) and coverage(s) shall be in accordance with Appendix B.

C. CONSULTANT shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions for which it is legally liable in the performance or furnishing of professional services pursuant to this AGREEMENT. (Such insurance shall be maintained for one (1) year after final completion of construction. The amount(s) and coverage(s) shall be in accordance with Appendix B.

D. CONSULTANT shall submit to the DISTRICT a Certificate of Insurance evidencing that the insurance coverages required herein have been obtained and are currently in effect. Upon written request from DISTRICT CONSULTANT is required to provide DISTRICT with complete copies of such policies or certified evidence of coverage. Approval or acceptance of said insurance by DISTRICT shall not relieve or decrease the liability of CONSULTANT hereunder.

E. To the extent applicable, DISTRICT agrees to endeavor to include a provision in the DISTRICT'S contract with the Construction Contractor engaged on the Project which requires that CONSULTANT be listed as an additional insured on such Construction Contractor(s) liability insurance policy and property insurance (Builder's Risk) policy, if any.

Article XIII - Suspension of Work

DISTRICT may, at DISTRICT'S discretion, suspend, in writing, all or a portion of the services under this Agreement. CONSULTANT may suspend the services under this Agreement in the event DISTRICT does not make payment in accordance with the payment terms in Article VII. The services under this AGREEMENT will only be suspended for

non-payment after written notice is received by DISTRICT from CONSULTANT of its intention intending to suspend performance and a cure period of seven (7) days after receipt of this notification by DISTRICT. The time for completion of the services under this AGREEMENT shall be extended by the number of days the services under this AGREEMENT is suspended. If the period of suspension exceeds ninety (90) days, the terms of this AGREEMENT are subject to renegotiations, and both parties shall have the option to terminate the services under this AGREEMENT on the suspended portion of Project in accordance with Article XII.

ARTICLE XIV: TERMINATION

Either party may terminate this Agreement upon substantial breach of the terms thereof by the other party. The DISTRICT may terminate this agreement at any time upon giving thirty (30) days written notice to CONSULTANT. Such notice shall set forth the effective date of such termination.

DISTRICT, by notifying CONSULTANT in writing, may terminate any or all of the services covered by this AGREEMENT. In the event of such termination, CONSULTANT shall have the right to expend a reasonable amount of additional time to assemble work in progress for the purpose of proper filing and closing of the job. Such additional time shall not exceed five percent (5%) of the total time expended to the date of notice of termination or a designated total time agreed upon in an Amendment. All charges thus incurred, together with associated expenses reasonably incurred by CONSULTANT and reasonable charges for any other commitments outstanding at the time of termination (such as for termination of subconsultants, rental agreements, orders for printing, etc.), shall be payable by DISTRICT within forty-five (45) days following submission of a final statement by CONSULTANT. However, in the event that termination of said AGREEMENT with CONSULTANT occurs at the completion of a specific phase of the design, the aforesaid provision for the proper filing and closing will not apply unless agreed to by DISTRICT under a specific Amendment. The payment provided for under this Article XII shall constitute full satisfaction of any obligation DISTRICT has, may have or could be found to have to pay for services performed or furnished and expenses or charges incurred by CONSULTANT pursuant to this AGREEMENT and any and all liabilities or damages arising out of or resulting from the termination of this AGREEMENT.

ARTICLE XV: NOTICE

Any notice to be given hereunder shall be delivered to the party to be noticed by either personal delivery or by first class mail, postage prepaid, and addressed as follows:

TO: Marina Coast Water District GSA
11 Reservation Road
Marina, CA 93933

TO: EKI Environment & Water, Inc.
2001 Junipero Serra Blvd., Suite 300
Daly City, CA 94014

Attention: General Manager

Attention: Vera Nelson

ARTICLE XVI: BINDING EFFECT; AMENDMENTS; COUNTERPART EXECUTION; CONSTRUCTION

This Agreement supersedes and integrates all prior writings and understandings between the parties concerning, is binding on the parties and their successors, and may be amended only by written agreement signed by the DISTRICT and the CONSULTANT. This Agreement may be signed in counterparts, each of which when fully executed shall be considered a duplicate original document. Both parties have participated fully in the review and revision of this Agreement, and neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the DISTRICT or the CONSULTANT. CONSULTANT's Services hereunder are being performed solely for the benefit of the DISTRICT.

ARTICLE XVII: DISPUTES

The parties must submit any disputes arising under this Agreement to non-binding mediation before filing suit to enforce or interpret this Agreement. Upon request by either party, the parties will within ten (10) days select a single mediator, or if the parties cannot agree, they shall ask the then presiding Judge of the Monterey County Superior Court to select a mediator to mediate the dispute within fifteen (15) days of such selection.

In the event of legal proceedings to interpret or enforce this agreement, the prevailing party shall be awarded reasonable attorney fees and costs, including reasonable costs of experts reasonably engaged by the attorney.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions above stated the day and the year first above written.

Marina Coast Water District GSA

EKI Environment & Water, Inc.

Remleh Scherzinger

Print Name:

General Manager

Title:

Appendix A SCOPE OF WORK & FEES

Task 1 – Grant Administration (*Grant Component 1: Task 1*)

The Marina Coast Water District Groundwater Sustainability Agency (MCWDGSA) applied for and has been awarded a DWR SGM Implementation Grant in collaboration with SVBGSA, which was executed on January 25, 2024. The grant award includes a total of \$6,447,910 for the Monterey Subbasin of which \$2,587,300 is associated with MCWDGSA efforts. The grant allows reimbursement for efforts conducted after December 2021.

This task includes continued grant administration efforts scheduled to occur through July 2024. As part of this task EKI will support Round 2 Implementation grant administration tasks, including:

- Support MCWDGSA staff with preparation of the first quarterly progress report due May 30, 2024 and associated backup materials;
- Coordination with SVBGSA regarding collection of SVBGSA backup materials and tracking of GSA-specific budgets; and
- Assist MCWDGSA staff in communications with DWR grant project manager and/or staff.

Task 2a – Regional Model Update (*Grant Component 2: Tasks 8 and 9*)

Component 2 of the Round 2 Grant Agreement (Tasks 8 and 9) includes updating and recalibrating regional models to better reflect conditions in the Monterey Subbasin in collaboration with SVBGSA to enhance their suitability for meeting future SGMA reporting and compliance requirements within the Subbasin. A total of \$650,000 was approved under Component 2 Tasks 8 and 9 for MCWDGSA efforts.

Under the District’s direction, EKI initiated work on updating the regional SWI Model in March 2023. The work efforts to date included a detailed review of SWI Model construction and calibration, coordination with SVBGSA regarding a model update work plan, and development of revised model layering in the upper aquifers and aquitards within the coastal areas of the Monterey Subbasin and immediate vicinity. As described above, the SWI Model provides a publicly available tool to estimate the effects of Projects and Management Actions (P&MAs) on seawater intrusion and is being used by SVBGSA to support its Feasibility Study of selected regional projects including: seawater intrusion extraction barrier/regional water supply, seasonal reservoir releases with aquifer storage and recovery, and demand management. As such, it is critical that the SWI Model reasonably represents conditions in the Monterey Subbasin. The modeling and Feasibility Studies are anticipated to be completed in Fall 2024 for incorporation into the 180/400-Foot Aquifer Subbasin GSP Periodic Evaluation (2025 GSP Update) due for submittal to DWR on January 31, 2025.

As part of Task 2a, MCWDGSA will continue to work with SVBGSA to update the SWI Model to improve its performance in the Monterey Subbasin. The updates are focused on:

- Refining the geologic representation and model parameterization of the upper principal aquifers and intervening aquitards within the Monterey Subbasin, including: the Dune Sand Aquifer, Fort Ord-Salinas Valley Aquitard, Upper 180-Foot Aquifer, Intermediate 180-Foot Aquitard, Lower 180-Foot Aquifer, 180/400-Foot Aquitard, and 400-Foot Aquifer;
- Incorporating recharge and storm water capture and re-infiltration estimates derived from EKI's prior soil moisture balance modeling efforts for the surficial Dune Sand Complex;
- Improving model calibration to observed hydraulic heads near the coastline to in the Dune Sand and Upper 180-Foot Aquifer, which are higher than sea level and are believed to limit seawater intrusion into these aquifers; and
- Better representing the observed seawater intrusion extent within the Monterey Subbasin.

Upon completion of these model updates, EKI will utilize the model to perform a preliminary assessment of potential impacts of the proposed regional projects on the Monterey Subbasin. Sensitivity analyses will be used to evaluate if changes in model parameterization in areas where limited data exists could impact conclusions regarding the technical feasibility of the proposed regional projects. Such information will be important in identifying critical data gaps that would need to be filled prior to project implementation.

EKI representatives are meeting bi-weekly with Montgomery & Associates, Inc. (M&A) representatives to go over model updates and have been providing water level and geologic data to support its recalibration efforts. EKI is also preparing a technical memorandum to provide M&A with critical data that supports its modifications to the Fort Ord Salinas Valley Aquitard within the SWI Model.

In addition, as part of Task 2a, EKI will review additional SWI Model refinements being conducted through June 2024 by SVBGSA related to:

- Deep Aquifer representations in the SWI Model within the Monterey Subbasin based on the findings of the Deep Aquifers Study; and
- The conceptualization and geometry of principal aquifers along the Seaside-Monterey Subbasin border, which will be done in conjunction with the Seaside Watermaster.

These SVBGSA-led refinements are being conducted in parallel to SWI Model updates being performed by EKI, which focus on the principal aquifers that overly the Deep Aquifer within the Monterey Subbasin. However, SVBGSA's recalibration efforts related to the Deep Aquifer will be used to inform estimated inflows into the Deep Aquifer within the Marina-Ord Management Area of the Monterey Subbasin and thus are of critical concern to MCWDGSA.

Finally, EKI will validate its model refinements and prepare presentation materials summarizing model updates. SVBGSA has requested MCWDGSA to participate in presentations regarding SWI Model updates during the June 180/400-Foot Aquifer Subbasin Implementation Committee, Monterey Subbasin Implementation Committee, and Groundwater Technical Advisory Committee (GTAC) meetings. These efforts include:

- Conducting sensitivity analyses to validate model parameterization;
- Assessing and displaying calibration statistics;
- Preparing graphics, maps, and cross-sections to compare changes in model construction and calibration; and
- Preparing for and presenting model refinements at up to three committee meetings.

EKI may retain the City of Marina's modeling consultant and GTAC representative Formation Environmental, LLC, (Formation) as a subconsultant to assist in model review and sensitivity analyses. Formation has conducted an extensive review of SWI Model calibration and parameterization in the Monterey Subbasin and is familiar with storm water infiltration basins within the City of Marina. It is anticipated that modelers at Formation could aid in: (a) incorporating the City of Marina's stormwater infiltration basins into the SWI Model; (b) conducting sensitivity analyses; (c) assessing impacts of submarine aquifer geometry and parameterization on model performance; (d) reviewing and validating overall model changes within the Monterey Subbasin, and (e) assisting with preparation of presentation materials and associated exhibits. Consistent with contractual requirements, the retention of any subcontractor will be subject to prior approval by MCWD.

Task 2b – Project Administration under Grant Component 2 (*Grant Component 2: Task 1*)

As requested by DWR, project administration of work efforts under Grant Component 2 will be tracked separately from technical work conducted under Grant Component 2, which is described under Task 2a. As part of Task 2b, EKI will conduct project management of MCWD's efforts under grant Component 2 identified under this task, including:

- Planning, coordination, and oversight of work efforts;
- Bi-weekly check-ins with MCWDGSA staff;
- Monitoring of project budget and conducting process check-ins;
- Periodic refinement of implementation schedule and process; and
- Preparation of monthly progress and budget summary reports included with invoices.

PURSUANT TO SECTION VI: This Is A Time And Expense Project Budget:

Work Authorization Task	Budget	Anticipated Reimbursement by Round 2 Grant
Task 1 – Grant Administration <i>(Grant Component 1: Task 1)</i>	\$15,000	\$15,000
Task 2a – Regional Model Update <i>(Grant Component 2: Task 8 and 9)</i>	\$245,000	\$245,000
Task 2b – Project Administration under Grant Component 2 <i>(Grant Component 2: Task 1)</i>	\$15,000	\$15,000
TOTAL	\$275,000	\$275,000

Appendix B
INSURANCE REQUIREMENTS

Workers' Compensation Insurance - By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this contract.

Design Professional
(Including Architects, Engineers)

Indemnification- To the extent permitted by law, Design Professional agrees to indemnify, including the cost to defend, MCWD and its officers, officials, employees, and authorized volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the extent arising from the negligence, recklessness, or willful misconduct of Design Professional and its employees or agents in the performance of services under this contract, but this indemnity does not apply to proportionate liability for damages arising from the negligence, active negligence, or willful acts of the MCWD; and does not apply to any passive negligence of the MCWD unless caused at least in part by the Design Professional. In no event shall the cost to defend charged to the Consultant exceed that Consultant's proportionate percentage of fault.

Minimum Insurance Requirements: Design Professional shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Design Professional, his agents, representatives, employees or subcontractors.

Coverage - Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater for. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to MCWD) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** - (If necessary) Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto) or if Design Professional has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit

of one million dollars (\$1,000,000) for bodily injury and property damage each accident.

3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the MCWD, its directors, officers, employees, and authorized volunteers for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the MCWD has received a waiver of subrogation from the insurer.
4. **Professional Liability** - (also known as Errors & Omission) Insurance appropriate to the Design Professional profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If Claims Made Policies:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work**, if such insurance is available at commercially reasonable rates.
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Design Professional must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work, if such insurance is available at commercially reasonable rates.

If the Design Professional maintains broader coverage and/or higher limits than the minimums shown above, the MCWD requires and shall be entitled to the broader coverage and/or higher limits maintained by the Design Professional. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the MCWD.

Other Required Provisions - The Commercial General Liability policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** MCWD, its directors, officers, employees, and authorized volunteers are to be given insured status insurance (at least as broad as ISO Form CG 20 10 10 01) with respect to liability arising out of work or operations performed by or on behalf of the Design Professional including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Design Professional's insurance.

2. **Primary Coverage:** For any claims related to this project, the Design Professional's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the MCWD, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the MCWD, its directors, officers, employees, and authorized volunteers shall be excess of the Design Professional's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the MCWD.

Self-Insured Retentions - Self-insured retentions must be declared to and approved by the MCWD. The MCWD may require the Design Professional to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or MCWD.

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

Verification of Coverage – Design Professional shall furnish the MCWD with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the MCWD before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Design Professional's obligation to provide them. The MCWD reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration and Endorsements pages listing all policy endorsements.

Subcontractors - Design Professional shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Design Professional shall ensure that MCWD is an additional insured on insurance required from subcontractors.

Appendix C

Appendix C includes:

Release of Liens and Claims (CONSULTANT)

Release of Liens and Claims (Subconsultants and Subcontractors)

DRAFT

CONSULTANT'S RELEASE OF LIENS AND CLAIMS

WHEREAS, the undersigned, has installed or performed or furnished labor, services, materials and/or equipment for the installation of the Project entitled _____, (the "Project"), installed pursuant to a written agreement dated _____, 20____, between the undersigned, as CONSULTANT, and _____ having an office at _____, hereinafter called DISTRICT, at or on real estate owned by DISTRICT and described and located as follows:

(the "Facilities"); and,

WHEREAS, we, the undersigned, have agreed to release any and all claims and liens which the undersigned has, or might have, against the DISTRICT, or said Facilities by reason of services, labor, materials and equipment performed or furnished by us in connection with the Project.

NOW THESE PRESENTS WITNESS that the undersigned, in consideration of the premises herein, and of the sum of One Dollar (\$1.00) in hand paid by DISTRICT, at and before the sealing and delivery hereof, the receipt and sufficiency of which are hereby acknowledged, remises, releases and forever quitclaims, and by these presents does remise, release and forever quitclaim, unto DISTRICT, its successors and assigns, any and all manner of liens, claims and/or demands whatsoever which the undersigned now has, or might or could have, on or against the Facilities, or DISTRICT for work done, for services performed or furnished or for equipment or materials furnished in connection with the Project installation. It is the intent of this Release that DISTRICT, its successors and assigns, shall and may hold, have, use and enjoy the Facilities free and discharged from all liens and demands whatsoever which the undersigned now has, or might or could have, against the same if these presents had not been made.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of the _____ day of _____, 20____ written.

(SEAL) _____
CONSULTANT

Dated: _____ By: _____

Title: _____

SUBCONTRACTOR's OR SUBCONSULTANT's
RELEASE OF LIENS AND CLAIMS

WHEREAS, the undersigned, has installed or performed or furnished labor, services, materials, and/or equipment for the installation of the Project entitled _____, (the "Project"), installed pursuant to a written agreement dated _____, 19____, between the _____, having an office at _____, hereinafter called DISTRICT and, _____, having an office at _____, hereinafter called CONSULTANT, at or on real estate owned by DISTRICT and described and located as follows:

(the "Facilities"); and,

WHEREAS, the undersigned, has agreed to release any and all claims and liens which the undersigned has, or might have, against DISTRICT or Facilities by reason of the services, labor, materials and equipment performed or furnished by the undersigned in connection with the Project.

NOW THESE PRESENTS WITNESS that the undersigned, in consideration of the premises herein, and of the sum of One Dollar (\$1.00) in hand paid by DISTRICT, at and before the sealing and delivery hereof, (the receipt and sufficiency of which are hereby acknowledged), remises, releases and forever quitclaims and by these _____ presents do remise, release and forever quitclaim, unto DISTRICT, its successors and assigns, any and all manner of liens, claims and/or demands whatsoever which the undersigned now has, or might or could have, on or against the Facilities, or DISTRICT for work done, for services performed or furnished or for equipment or materials _____ furnished in connection with the Project installation. It is the intent of this Release that DISTRICT, its successors and assigns shall and may hold, have, use and enjoy the Facilities free and discharged from all liens and demands whatsoever which the undersigned now has, or might or could have against the same if these presents had not been made.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of the _____ day of _____, 20____ written.

(SEAL)

(Company Name)

Dated: _____

By: _____

Title: _____

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN MARINA COAST WATER DISTRICT GROUNDWATER
SUSTAINABILITY AGENCY
AND [CONSULTANT]
FOR [PROJECT NAME]

AMENDMENT NO. []

Article II - Scope of Services shall be [DESCRIPTION OF ADDITIONAL OR MODIFIED SCOPE OF SERVICES].

Article IV - Schedule shall be amended by a [] week extension.

Article IX - Payment shall be amended by a lump sum (or not-to-exceed if time and expense contract) amount of [\$]. (*NOTE: IF TIME AND EXPENSE CONTRACT, TASK ORDER MUST BE ACCOMPANIED BY ENGINEER'S MOST CURRENT SCHEDULE OF CHARGES.*)

All other articles of the [DATE] AGREEMENT FOR ENGINEERING SERVICES remain the same.

DISTRICT and ENGINEER have caused this Agreement to be amended by representatives duly authorized to act, all as of the effective date of [].

Prepared by: _____ Date _____
(DISTRICT REPRESENTATIVE)

CONSULTANT
EKI ENVIROMENT & WATER, INC.

DISTRICT
MARINA COAST WATER DISTRICT
GSA

By _____

By _____

Title _____

Title: General Manager

Date _____

Date _____

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 11

Meeting Date: May 20, 2024

Prepared By: Paula Riso

Approved By: Remleh Scherzinger, PE

Agenda Title: Consent Calendar

Staff Recommendation: Approve the Consent Calendar as presented.

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

Consent calendar consisting of:

- A) Receive and File the Check Register for the Month of April 2024
- B) Approve the Draft Minutes of the Special Joint Board/GSA Meeting of April 17, 2024
- C) Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of April 22, 2024
- D) Approve the Draft Minutes of the Special Joint Board/GSA Meeting of April 29, 2024
- E) Receive the First Quarter Investment Report for Calendar Year 2024
- F) Adopt Resolution No. 2024-19 to Approve a Water, Sewer, and Recycled Water Infrastructure Agreement between MCWD and Shea Homes Limited Partnership for the Enclave at Cypress Grove at Seaside Resort Phase 4 Development in Seaside, CA
- G) Adopt Resolution No. 2024-20 Ordering an Election, Requesting County Elections to Conduct the Election, and Requesting Consolidation of the Election Set for November 5, 2024

Discussion/Analysis: See individual transmittals.

Environmental Review Compliance: None required.

Legal Counsel Review: See individual transmittals.

Climate Action: Not applicable.

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

Material Included for Information/Consideration: Check Register for April 2024; draft minutes of April 17, 2024; draft minutes of April 22, 2024, draft minutes of April 29, First Quarter Investment Report; Resolution No. 2024-19; Enclave Phase 4 Infrastructure Agreement; Election Forms; and, Resolution No. 2024-20.

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: 11-A

Meeting Date: May 20, 2024

Prepared By: Mary Lagasca, CPA

Approved By: Remleh Scherzinger, PE

Agenda Title: Receive and File the Check Register for the Month of April 2024

Staff Recommendation: Receive and file the April 2024 expenditures totaling \$1,509,941.83.

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

Discussion/Analysis: These expenditures were paid in April 2024 and the Board is requested to receive and file the check register.

Environmental Review Compliance: None required.

Legal Counsel Review: None required.

Climate Adaptation: Not applicable.

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

Other Consideration: None.

Material Included for Information/Consideration: April 2024 Summary Check Register.

Action Required: ____ Resolution X Motion ____ Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

APRIL 2024 SUMMARY CHECK REGISTER

DATE	CHECK #	CHECK DESCRIPTION	AMOUNT
04/02/2024	ACH	Friedman & Springwater LLP	100,532.50
04/02/2024	75150 - 75178	Check Register	177,966.74
04/08/2024	75179 - 75206	Check Register	88,648.42
04/15/2024	75207 - 75238	Check Register	58,636.39
04/22/2024	75239 - 75264	Check Register	362,438.94
04/24/2024	75265	Check Register	2,142.00
04/29/2024	75266 - 75299	Check Register	33,614.02
04/12/2024	ACH	Payroll Direct Deposit	142,948.21
04/12/2024	ACH	CalPERS	35,084.91
04/12/2024	ACH	Empower Retirement	18,335.10
04/12/2024	ACH	Internal Revenue Service	56,314.31
04/12/2024	ACH	State of California - EDD	12,428.20
04/12/2024	ACH	WageWorks, Inc.	1,299.16
04/12/2024	501667	Check Register	599.00
04/15/2024	501668 - 501680	Check Register	34,428.88
04/22/2024	501681 - 501683	Check Register	118,909.85
04/23/2024	501684 - 501685	Board Compensation Checks and Direct Deposit	415.57
04/23/2024	ACH	Internal Revenue Service	68.86
04/26/2024	ACH	Payroll Direct Deposit	141,233.35
04/26/2024	ACH	CalPERS	35,612.00
04/26/2024	ACH	Empower Retirement	16,524.62
04/26/2024	ACH	Internal Revenue Service	57,364.77
04/26/2024	ACH	State of California - EDD	12,711.37
04/26/2024	ACH	WageWorks, Inc.	1,299.16
04/29/2024	501686 - 501687	Check Register	385.50
TOTAL DISBURSEMENTS			<u>1,509,941.83</u>

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
ACH	03/08/2024	04/02/2024	Friedman & Springwater LLP	Legal Services 02/2024	100,532.50
75150	03/13/2024	04/02/2024	Salinas Valley Ford	Oil Change - Vehicle #2002	303.31
75151	03/20/2024	04/02/2024	Pitney Bowes Global Financial Services LLC	Postage Machine Lease 02/09 - 05/08	1,089.75
75152	03/07/2024	04/02/2024	Grainger	Impeller, Bearing Assembly, (2) Circulating Pump Couplers - Beach Office	1,498.59
75153	01/31/2024	04/02/2024	Schaaf & Wheeler	Developers (Dunes 3 Backbone, Marina Station)	10,036.00
75154	03/15/2024	04/02/2024	Water Awareness Comm Mtry	Zun Zun Performances - (2) Crumpton Elementary	1,000.00
75155	03/14/2024	04/02/2024	Monterey Tire Service	Tire Repair - Vehicle #2002	54.87
75156	03/06/2024	04/02/2024	Harris & Associates	Developers (Dunes 1B Promenade, Dunes 2 West)	16,166.20
75157	03/15/2024	04/02/2024	Orkin Central Coast	BLM/ IOP Pest Control 03/2024	227.00
75158	03/26/2024	04/02/2024	Monterey County Assessor	Mailing List - Prop 218 Notice	265.00
75159	03/25/2024	04/02/2024	Collins Electrical Company, Inc.	Exit Sign Installation - BLM	1,297.00
75160	01/22/2024	04/02/2024	Wallace Group	Developer (Wathen-Castanos Homes)	3,443.25
75161	03/25/2024	04/02/2024	Val's Plumbing & Heating, Inc.	Plumbing Service - BLM	370.05
75162	03/07/2024	04/02/2024	Calcon Systems, Inc.	SCADA Upgrade - Phase 1 01/2024	4,080.00
75163	03/21/2024	04/02/2024	Daiohs USA	Coffee Supplies	429.31
75164	03/13/2024	04/02/2024	Green Rubber-Kennedy AG, LP	General Operations/ Maintenance Supplies	277.62
75165	03/06/2024	04/02/2024	U.S. Bank Corporate Payment Systems	Furniture - IOP Office; 2024 California Irrigation Institute Conference/ Hotel - Water Conservation Specialist; Computer Supplies - IT, O&M, Customer Service, Engineering; CWEA Membership Renewals - (2) O&M; Door Latch Adjustments - IOP Office; Monthly/ Annual Software Services; General Supplies	9,093.71
75166	03/15/2024	04/02/2024	Della Mora Heating Sheet Metal & Air Conditioning	AC Service, Boiler Inspection - Beach Office	1,391.66
75167	03/12/2024	04/02/2024	Richards, Watson & Gershon	Legal Services 01/2024 - 02/2024	16,981.09
75168	03/14/2024	04/02/2024	Remy Moose Manley, LLP	Legal Services 02/2024	38,209.96
75169	03/14/2024	04/02/2024	Monterey Bay Technologies, Inc.	IT Support Services 02/2024 - 03/2024	7,200.00
75170	03/18/2024	04/02/2024	ICONIX Waterworks (US), Inc.	General Meter Reader Supplies	292.69
75171	03/18/2024	04/02/2024	Access Monterey Peninsula, Inc.	Filming and Production 02/2024 - 03/2024	920.00
75172	03/05/2024	04/02/2024	Ferguson Enterprises, Inc.	Brass Waterworks Supplies	785.29
75173	03/07/2024	04/02/2024	Zanjero, Inc.	Communication/ Internet Infrastructure Investigations - Solar Array; Power Generation/ Delivery Investigations; Preliminary Design/ Permitting - Reservation Rd Desal Plant, RDP Comprehensive Improvements; Water Supply Investigations 02/2024	30,517.50
75174	04/01/2024	04/02/2024	The Ferguson Group, LLC	Grant Writing and Legislative Advocacy 04/2024	1,700.00
75175	03/08/2024	04/02/2024	Todd Groundwater	Development of Testing, Sampling, Rehab Specifications - Well 12 02/2024	2,818.75
75176	02/09/2024	04/02/2024	Hildebrand Consulting, LLC	Water, Wastewater, Recycled Water Rate Study 02/2024	16,500.00
75177	03/05/2024	04/02/2024	Aquatic Informatics, Inc.	Software Implementation/ Configuration	6,250.00
75178	03/27/2024	04/02/2024	Customer Service Refund	Refund Check - 3200 Imjin Rd	4,768.14
75179	03/14/2024	04/08/2024	Quinn Company	Oil Analysis - Crescent LS	171.00

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
75180	03/14/2024	04/08/2024	Grainger	Janitorial Supplies	129.46
75181	03/26/2024	04/08/2024	Monterey Bay Analytical Services	Laboratory Testing	880.00
75182	03/31/2024	04/08/2024	Monterey One Water	Sewer Treatment Charge 03/2024 - 04/2024	388.50
75183	03/08/2024	04/08/2024	Monterey One Water	Ground Water Replenishment - Billing for Usage 01/2024 - 02/2024	6,193.53
75184	03/06/2024	04/08/2024	Harris & Associates	Coe Ave Pipeline Upsizing - Inspection Services 01/2024 - 02/2024; Developers (Home2 Suites, Enclave Phase 3)	13,314.12
75185	03/14/2024	04/08/2024	Johnson Controls Security Solutions LLC	Smoke Detector Replacement - IOP Office	1,395.94
75186	03/18/2024	04/08/2024	Waterless Company, Inc.	Janitorial Supplies	272.14
75187	03/14/2024	04/08/2024	Fastenal Industrial & Construction Supplies	General Operations/ Maintenance Supplies	90.32
75188	03/18/2024	04/08/2024	Scelzi Enterprises, Inc.	Crane Stow Attachment Repair - Vehicle #S02	1,697.02
75189	04/01/2024	04/08/2024	Monterey County Water Resources Agency	Technical/ Professional Assistance - GSP Development 03/2024	2,795.00
75190	03/16/2024	04/08/2024	Graniterock Company	(3.98) tons Cold Mix	1,213.13
75191	03/21/2024	04/08/2024	Marina Tire & Auto Repair	Rear Brake Pads, Rotors - Vehicle #1305	518.45
75192	03/26/2024	04/08/2024	U.S. Bank National Association	IOP Office Copier Lease 03/20 - 04/19	287.34
75193	03/12/2024	04/08/2024	Griffith, Masuda & Hobbs	Legal Services 02/2024	23,919.09
75194	04/05/2024	04/08/2024	Everbank, N.A.	Ord Office Copier Lease 04/2024	251.28
75195	01/27/2024	04/08/2024	AT&T	Phone and Alarm Line Services 01/2024	29.36
75196	03/13/2024	04/08/2024	Psomas	Construction Management - A1/A2 Tanks B/C Booster	13,946.31
75197	03/25/2024	04/08/2024	WEX Bank	Fleet Gasoline 03/2024	6,497.25
75198	03/20/2024	04/08/2024	T-Mobile	Cellular Services 01/19 - 02/18	681.74
75199	03/28/2024	04/08/2024	Employee Reimbursement	(2) 2-Pack COVID-19 Tests	52.42
75200	04/03/2024	04/08/2024	Customer Service Refund	Refund Check - Hydrant Meter	2,150.84
75201	04/03/2024	04/08/2024	Customer Service Refund	Refund Check - Hydrant Meter	1,959.44
75202	04/03/2024	04/08/2024	Customer Service Refund	Refund Check - Hydrant Meter	1,959.44
75203	04/03/2024	04/08/2024	Customer Service Refund	Refund Check - Hydrant Meter	2,069.05
75204	04/03/2024	04/08/2024	Customer Service Refund	Refund Check - Hydrant Meter	1,971.51
75205	04/03/2024	04/08/2024	Customer Service Refund	Refund Check - Hydrant Meter	1,981.20
75206	04/03/2024	04/08/2024	Customer Service Refund	Refund Check - Hydrant Meter	1,833.54
75207	03/31/2024	04/15/2024	Insight Planners	Web Development/ Maintenance and Hosting 03/2024	1,854.00
75208	04/03/2024	04/15/2024	Jane's Answering Service	Answering Service 03/06 - 04/02	300.72
75209	03/18/2024	04/15/2024	Verizon Wireless	Cell Phone Service 02/2024 - 03/2024	1,518.97
75210	03/31/2024	04/15/2024	DataProse, LLC	Customer Billing Statements 03/2024	6,209.20
75211	04/15/2024	04/15/2024	Special District Association	SDA Quarterly Meeting	80.00
75212	04/04/2024	04/15/2024	Collins Electrical Company, Inc.	Electrical Receptacle Troubleshooting - BLM	230.37
75213	03/22/2024	04/15/2024	American Supply Company	Janitorial Supplies	209.54
75214	03/14/2024	04/15/2024	Fastenal Industrial & Construction Supplies	General Operations/ Maintenance Supplies	113.34
75215	03/19/2024	04/15/2024	Wallace Group	Developers (Dunes 1B Buildings A-G, Wathen-Castanos Homes)	18,161.23
75216	04/05/2024	04/15/2024	Geiger	(1,000) Application for Leave Forms	341.23
75217	04/05/2024	04/15/2024	McGrath Rent Corp.	Locker Room Trailer Rental - Ord Office 04/2024	7,286.98
75218	03/20/2024	04/15/2024	Cal-Risk Control Services, Inc	Silica/ Valley Fever Safety Course - (17) O&M	1,003.00
75219	03/27/2024	04/15/2024	Univar Solutions USA, Inc.	(1,550) gals Chlorine - Wells 10, 11, Intermediate Reservoir	5,225.24

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
75220	03/31/2024	04/15/2024	Peninsula Messenger LLC	Courier Service 04/2024	276.00
75221	03/31/2024	04/15/2024	Iron Mountain, Inc.	Shredding Service 03/2024	334.14
75222	03/28/2024	04/15/2024	AT&T	Phone and Alarm Line Services 03/2024	277.22
75223	03/28/2024	04/15/2024	Marina Coast Water District (BLM)	BLM Water, Sewer, Fire Service 03/2024	665.75
75224	03/28/2024	04/15/2024	Applied Best Practices	Continuing Disclosure Annual Report	1,188.50
75225	04/01/2024	04/15/2024	Pure Janitorial, LLC	Janitorial Service - BLM 03/2024	2,137.24
75226	04/01/2024	04/15/2024	Conservation Rebate Program	2999 Bayer Dr - Landscape Rebate	499.00
75227	03/21/2024	04/15/2024	Conservation Rebate Program	3143 Messinger Dr - Toilet Rebate	75.00
75228	03/15/2024	04/15/2024	Silkscreen Express	(60) 2024 Earth Day T-Shirts - All Staff	537.71
75229	03/31/2024	04/15/2024	SBRK Finance Holdings, Inc.	CivicPay/ IVR Transaction Fees 03/2024	2,024.00
75230	04/19/2024	04/15/2024	Kona Jerry's BBQ	2024 Earth Day Luncheon - All Staff	895.83
75231	03/21/2024	04/15/2024	T-Mobile	Cell Phone Service 02/2024 - 03/2024; (2) iPads, Case - Water Resources, O&M	4,144.73
75232	04/01/2024	04/15/2024	Solinst Canada Ltd	Temperature/ Level/ Conductivity Meter - Watkins Gate Well Monitoring	2,437.00
75233	03/14/2024	04/15/2024	Conservation Rebate Program	325 Sirena Del Mar Rd - Washer Rebate	150.00
75234	03/26/2024	04/15/2024	Conservation Rebate Program	334 Brittany Rd - Washer Rebate	100.00
75235	03/26/2024	04/15/2024	Conservation Rebate Program	704 Ready Ct - Washer Rebate	100.00
75236	03/21/2024	04/15/2024	Conservation Rebate Program	3201 Crescent Ave - (2) Toilet Rebates	150.00
75237	03/28/2024	04/15/2024	Conservation Rebate Program	5020 Beach Wood Dr - Washer Rebate	100.00
75238	11/17/2023	04/15/2024	Customer Service Refund	Refund Check - 3093 Stewart Ct (Re-Issue)	10.45
75239	03/31/2024	04/22/2024	Ace Hardware of Watsonville, Inc.	General Operations/ Maintenance Supplies	199.93
75240	04/11/2024	04/22/2024	PG&E	Gas and Electric Service 03/2024	104,934.83
75241	04/11/2024	04/22/2024	PG&E	Electric Service 03/2024	2,457.87
75242	03/25/2024	04/22/2024	Grainger	Knit Gloves - 2024 Earth Day	245.49
75243	02/29/2024	04/22/2024	Schaaf & Wheeler	Construction Phase On-Call Engineering Services, Design California Ave 24" Pipeline, Electrical Transformer Relocation Design - A1/A2 Tanks B/C Booster; Design Phase - Tate Park LS; D-Zone Booster Pump Replacement - Research Drainage Easement/ Property Ownership; Prepare Technical Memo on Cal-Am Intertie Pressures; RFI Responses; Update District System Maps 02/2024; Developers (Campus Town, Dunes 1B Promenade, Dunes 1B Rooftops, Dunes 2 North, Dunes 2 West, Dunes 3 Backbone, Layia (Sea Haven), Enclave Phase 3)	66,205.45
75244	03/31/2024	04/22/2024	Peninsula Welding & Medical Supply, Inc.	(2) Gas Cylinder Tank Rental Fees	25.80
75245	04/12/2024	04/22/2024	Monterey One Water	Ground Water Replenishment - Billing for Usage 03/2024	31,980.13
75246	03/19/2024	04/22/2024	Valley Electric Motor Service	D-Zone Booster Pump Replacement - Pump, 100 HP Motor	32,469.79
75247	04/01/2024	04/22/2024	Maynard Group	Network Support 04/2024	5,412.11
75248	03/20/2024	04/22/2024	Calcon Systems, Inc.	Historian, SCADA/ WIN-911 Troubleshooting; Intermediate Reservoir PLC Upgrade - Well Field; PLC Programming - D Booster, Hatten LS; Radio Communication Upgrades/ Configuration	25,863.00

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
75249	03/31/2024	04/22/2024	Pacific Ag Rentals LLC	Mobile Restroom Rental - Beach Office 03/2024	94.31
75250	04/16/2024	04/22/2024	Daiohs USA	Coffee Supplies	648.71
75251	03/31/2024	04/22/2024	ECAM Secure	Monthly Security Fees - Ord Wastewater Treatment Facility	1,218.50
75252	04/15/2024	04/22/2024	U.S. Bank National Association	Beach Office Copier Lease 04/10 - 05/09	275.32
75253	03/21/2024	04/22/2024	Western Exterminator Company	Pest Control - Beach Office 03/2024	119.60
75254	04/01/2024	04/22/2024	Simpler Systems, Inc.	UB/ Finance Datapp Maintenance 04/2024	500.00
75255	04/01/2024	04/22/2024	Pure Janitorial, LLC	Janitorial Service - MCWD Offices 03/2024	3,570.00
75256	03/28/2024	04/22/2024	EKI Environment & Water, Inc.	Monterey Subbasin Groundwater Sustainability Plan Implementation 02/2024	37,112.30
75257	03/25/2024	04/22/2024	Ferguson Enterprises, Inc.	General Operations/ Maintenance Supplies	753.83
75258	04/01/2024	04/22/2024	Ritter GIS, Inc.	IT Support Services 03/2024	910.00
75259	04/08/2024	04/22/2024	Zanjero, Inc.	Communication/ Internet Infrastructure Investigations - Solar Array; Power Generation/ Delivery Investigations; Preliminary Design/ Permitting - Reservation Rd Desal Plant, RDP Comprehensive Improvements; Water Supply Investigations 03/2024	20,125.00
75260	04/17/2024	04/22/2024	City of Seaside	City Utility Tax 01/2024 - 03/2024	14,678.12
75261	03/31/2024	04/22/2024	Regional Government Services Authority	Grant Management/ Accounting Services 02/2024 - 03/2024	1,221.07
75262	03/31/2024	04/22/2024	Hildebrand Consulting, LLC	Water, Wastewater, Recycled Water Rate Study 03/2024	9,750.00
75263	04/07/2024	04/22/2024	Office Depot Business Credit	Office Supplies/ Furniture	819.82
75264	04/01/2024	04/22/2024	Greenwaste Recovery, Inc.	Garbage Collection & Recycling Services 04/2024	847.96
75265	04/23/2024	04/24/2024	Forest Investment Group Inc	Prop 218 Notice Mailing	2,142.00
75266	03/28/2024	04/29/2024	Grainger	General Operations/ Maintenance Supplies	19.38
75267	04/17/2024	04/29/2024	Petty Cash	Replenishment of Funds	16.39
75268	04/05/2024	04/29/2024	Monterey Bay Analytical Services	Laboratory Testing	1,349.00
75269	04/05/2024	04/29/2024	Orkin Central Coast	BLM Pest Control 04/2024	114.00
75270	04/08/2024	04/29/2024	Shape Incorporated	Flygt Sewer Pump Bases, Guide Rails - Reservation LS	10,972.90
75271	03/28/2024	04/29/2024	Fastenal Industrial & Construction Supplies	General Operations/ Maintenance Supplies	591.63
75272	04/19/2024	04/29/2024	Carpenters Local Union 605	Room Rental - Rate Study Public Workshop	2,000.00
75273	03/28/2024	04/29/2024	O'Reilly Automotive Stores, Inc.	Motor Oil - Vehicles 2002, 2303	52.41
75274	04/03/2024	04/29/2024	esri - Environmental Systems Research Institute	Annual Software Subscription 07/2024 - 06/2025	10,941.23
75275	04/10/2024	04/29/2024	Marina Tire & Auto Repair	Oil Change - Vehicles 1302, 2302; Rear Brake Pads - Vehicle #1803	448.81
75276	04/09/2024	04/29/2024	ICONIX Waterworks (US), Inc.	D-Zone Booster Pump Replacement - (2) Reducers, Flange, Supplies; General Operations/ Maintenance Supplies	3,323.81
75277	03/31/2024	04/29/2024	Evoqua Water Technologies, LLC	Chemical Pump Maintenance - East Garrison LS	1,752.39
75278	04/15/2024	04/29/2024	Conservation Rebate Program	129 Lakewood Dr - Landscape Rebate	271.95
75279	03/27/2024	04/29/2024	Interstate Battery of San Jose	(2) Batteries - Well 10	98.22
75280	04/15/2024	04/29/2024	Conservation Rebate Program	202 Saint Lo Rd - Washer Rebate	150.00
75281	04/15/2024	04/29/2024	Conservation Rebate Program	3080 Crescent Ave - Washer Rebate	150.00
75282	04/29/2024	04/29/2024	Customer Service Refund	Refund Check - 21231 Ord Ave #323	106.91
75283	04/29/2024	04/29/2024	Customer Service Refund	Refund Check - 21131 Ord Ave #234	106.91
75284	04/29/2024	04/29/2024	Customer Service Refund	Refund Check - 4590 Peninsula Point Dr	40.00

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
75285	04/29/2024	04/29/2024	Customer Service Refund	Refund Check - 18673 McClellan Cir	40.00
75286	04/29/2024	04/29/2024	Customer Service Refund	Refund Check - 189 Bataan Rd	3.16
75287	04/29/2024	04/29/2024	Customer Service Refund	Refund Check - 301 9th St #124E	11.21
75288	04/29/2024	04/29/2024	Customer Service Refund	Refund Check - 21231 Ord Ave #231	106.91
75289	04/29/2024	04/29/2024	Customer Service Refund	Refund Check - 340 Metz Rd	13.59
75290	04/29/2024	04/29/2024	Customer Service Refund	Refund Check - 21231 Ord Ave #332	106.91
75291	04/29/2024	04/29/2024	Customer Service Refund	Refund Check - 5085 Beach Wood Dr	100.41
75292	04/29/2024	04/29/2024	Customer Service Refund	Refund Check - 17623 Reynolds St	170.99
75293	04/29/2024	04/29/2024	Customer Service Refund	Refund Check - 21131 Ord Ave #323	106.91
75294	04/29/2024	04/29/2024	Customer Service Refund	Refund Check - 3064 Bostick Ave	50.12
75295	04/29/2024	04/29/2024	Customer Service Refund	Refund Check - 233 Michael Dr	32.14
75296	04/29/2024	04/29/2024	Customer Service Refund	Refund Check - 21131 Ord Ave #231	106.91
75297	04/29/2024	04/29/2024	Customer Service Refund	Refund Check - 21231 Ord Ave #213	106.91
75298	04/29/2024	04/29/2024	Customer Service Refund	Refund Check - 18673 McClellan Cir	45.00
75299	04/29/2024	04/29/2024	Customer Service Refund	Refund Check - 21231 Ord Ave #313	106.91
ACH	04/12/2024	04/12/2024	Payroll Direct Deposit	Payroll Ending 04/05/24	142,948.21
ACH	04/12/2024	04/12/2024	CalPERS	Payroll Ending 04/05/24	35,084.91
ACH	04/12/2024	04/12/2024	Empower Retirement	Payroll Ending 04/05/24	18,335.10
ACH	04/12/2024	04/12/2024	Internal Revenue Service	Payroll Ending 04/05/24	56,314.31
ACH	04/12/2024	04/12/2024	State of California - EDD	Payroll Ending 04/05/24	12,428.20
ACH	04/12/2024	04/12/2024	WageWorks, Inc.	Payroll Ending 04/05/24	1,299.16
501667	04/12/2024	04/12/2024	Teamsters Local Union No. 856	Payroll Ending 04/05/24	599.00
501668	04/02/2024	04/15/2024	ACWA Joint Power Ins Authority	Workers Compensation Insurance 01/01/2024 - 03/31/2024	18,799.24
501669	03/25/2024	04/15/2024	AFLAC	Employee Paid Benefits 03/2024	2,671.83
501670	04/05/2024	04/15/2024	Employnet, Inc.	Temporary Interim Controller 03/12 - 03/14, 03/26	1,948.44
501671	03/18/2024	04/15/2024	Principal Life	Employee Paid Benefits 04/2024	335.12
501672	03/31/2024	04/15/2024	Justifacts Credential Verification, Inc.	Background Check - (2) New Hires	401.38
501673	03/09/2024	04/15/2024	Lincoln National Life Insurance Company	Life, Disability, AD&D Insurance 04/2024	3,412.01
501674	03/28/2024	04/15/2024	Boutin Jones, Inc.	Legal Services 03/2024	3,400.00
501675	03/25/2024	04/15/2024	WageWorks, Inc.	FSA Admin Fees 03/2024	176.00
501676	04/01/2024	04/15/2024	Federico Embroidery	(4) Hats - Meter Readers	87.31
501677	03/15/2024	04/15/2024	Transamerica Life Insurance Company	Employee Paid Benefits 03/2024	470.94
501678	03/31/2024	04/15/2024	Cintas Corporation No. 630	Uniforms, Towels, Rugs 01/2024 (Re-Issue), 03/2024	2,476.61
501679	04/15/2024	04/15/2024	MBWWA	Quality Control for Field Measurements Training - Conservation	50.00
501680	03/26/2024	04/15/2024	Agile Occupational Medicine, PC	Pre-Employment - (2) New Hires	200.00
501681	04/02/2024	04/22/2024	ACWA/ JPIA	Medical, Dental, Vision, EAP Insurance 05/2024	83,936.32
501682	04/05/2024	04/22/2024	CWEA - Monterey Bay Section	Grade II/III Collection System Certification Renewals	314.00
501683	03/31/2024	04/22/2024	Regional Government Services Authority	Advertisements - Engineering Technician, Analyst II/III; Human Resource Consulting Services 02/2024 - 03/2024	34,659.53
501684 - 501685	04/23/2024	04/23/2024	Board Compensation Checks and Direct Deposit	Board Compensation 03/2024	415.57

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
ACH	04/23/2024	04/23/2024	Internal Revenue Service	Board Compensation 03/2024	68.86
ACH	04/26/2024	04/26/2024	Payroll Direct Deposit	Payroll Ending 04/19/24	141,233.35
ACH	04/26/2024	04/26/2024	CalPERS	Payroll Ending 04/19/24	35,612.00
ACH	04/26/2024	04/26/2024	Empower Retirement	Payroll Ending 04/19/24	16,524.62
ACH	04/26/2024	04/26/2024	Internal Revenue Service	Payroll Ending 04/19/24	57,364.77
ACH	04/26/2024	04/26/2024	State of California - EDD	Payroll Ending 04/19/24	12,711.37
ACH	04/26/2024	04/26/2024	WageWorks, Inc.	Payroll Ending 04/19/24	1,299.16
501686	04/25/2024	04/29/2024	Employee Reimbursement	2024 ACWA Spring Conference/ Expo Per Diem Meals	192.75
501687	04/25/2024	04/29/2024	Employee Reimbursement	2024 ACWA Spring Conference/ Expo Per Diem Meals	192.75
Total Disbursements for April 2024					1,509,941.83

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 11-B

Meeting Date: May 20, 2024

Prepared By: Paula Riso

Approved By: Remleh Scherzinger, PE

Agenda Title: Approve the Draft Minutes of the Special Joint Board/GSA Meeting of April 17, 2024

Staff Recommendation: Approve the draft minutes of the April 17, 2024 special joint Board/GSA meeting.

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

Discussion/Analysis: The draft minutes of April 17, 2024 are provided for the Board to consider approval.

Environmental Review Compliance: None required.

Legal Counsel Review: None required.

Climate Adaptation: Not applicable.

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

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

Material Included for Information/Consideration: Draft minutes of April 17, 2024.

Action Required: ____ Resolution X Motion ____ Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____



Marina Coast Water District

Marina Coast Water District

Special Board Meeting/Groundwater Sustainability Agency Board Meeting
April 17, 2024

Draft Minutes

1. Call to Order:

President Morton called the meeting to order at 7:08 p.m. on April 17, 2024, at 910 2nd Avenue, Marina, California.

2. Roll Call:

Board Members Present:

Gail Morton – President
Jan Shriner – Vice President
Herbert Cortez
Brad Imamura
Thomas P. Moore

Board Members Absent:

None.

Staff Members Present:

Remleh Scherzinger, General Manager
Roger Masuda, District Counsel
Mary Lagasca, Director of Administrative Services
Derek Cray, Operations and Maintenance Manager
Garrett Haertel, District Engineer
Patrick Breen, Water Resources Manager
Teo Espero, Information Technology Administrator
Paul Lord, Water Conservation Specialist
Sarah Beeson, Operations and Maintenance Coordinator
Barbara Montanti, Customer Service Supervisor
Stephenie Verduzco, Administrative Assistant
Paula Riso, Executive Assistant/Clerk to the Board

Audience Members:

Mark Hildebrand, Hildebrand Consulting
Martin Rauch, Rauch Communication Consultants, Inc.
Phil Clark, Seaside Resident
Tina and Brian Babcock, East Garrison Residents
Nisha Patel, City of Seaside

Agenda Item 2 (continued):

Audience Members:

Layne Long, City of Marina City Manager
Andy Sterbenz, Schaaf & Wheeler
Peter Le, Marina Resident
Samantha Macleod
Alex Stewart
Jim Perrine, Marina Resident
Michael Igno, Marina Resident

3. Public Forum:

A. Review the 2024 Water, Wastewater, and Recycled Water Rate Study:

Mr. Martin Rauch, Rauch Communication Consultants, Inc., reviewed the protocol for the meeting and gave a brief presentation on the background of the District.

Mr. Mark Hildebrand, Hildebrand Consulting, introduced himself and gave a presentation on the 2024 Water, Wastewater, and Recycled Water Rate Study. He reviewed the annual cost increase assumptions and the Capital Improvement Program (CIP) needs. Mr. Hildebrand then reviewed the current and proposed water and sewer rates. He noted that the proposed sewer rate will move from a fixed rate for all customers, to a 50% fixed cost and to develop a 50% variable rate based on actual winter water usage for residential customers. For non-residential customers, a variable rate based on their monthly water use. Mr. Hildebrand also reviewed the increase for the private fire meter charge and the proposed changes to the water shortage surcharge.

Mr. Rauch invited the public to make any comments on the presentation.

Mr. Jim Perrine, Marina resident, stated that the presentation was done really well, and he looked forward to reviewing the CIP more closely. He commended the Board for taking this path to share the proposed changes with the public.

Director Moore thanked those in the public and online who took the time to listen to this presentation.

Director Imamura appreciated the members of the public and ratepayers who attended the meeting. He added that he was fascinated with the work done by the staff and fellow Directors. Director Imamura stated that it was amazing at the amount of work it takes to provide the water that everyone has access to just by turning on their faucet.

Vice President Shriner commented that the presentation was great and asked for clarification on the uniform rate for both Marina and Ord water, as well as noting the water shortage surcharge chart was for both Marina and Ord water.

Director Cortez thanked the public, staff and the consultant for an excellent presentation that was clear to everyone attending the meeting, both in the room and online.

President Morton thanked the public for attending and thanked staff and the consultants. She noted that this was a monumental effort that included multiple meetings and education from the consultant as to the process this has gone through. President Morton stated that staff was present and would be around after the meeting to answer any questions people may have.

4. Adjournment:

The meeting was adjourned at 8:05 p.m.

APPROVED:

Gail Morton, President

ATTEST:

Paula Riso, Deputy Secretary

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 11-C

Meeting Date: May 20, 2024

Prepared By: Paula Riso

Approved By: Remleh Scherzinger, PE

Agenda Title: Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of April 22, 2024

Staff Recommendation: Approve the draft minutes of the April 22, 2024 regular joint Board/GSA meeting.

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

Discussion/Analysis: The draft minutes of April 22, 2024 are provided for the Board to consider approval.

Environmental Review Compliance: None required.

Legal Counsel Review: None required.

Climate Adaptation: Not applicable.

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

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

Material Included for Information/Consideration: Draft minutes of April 22, 2024.

Action Required: ____ Resolution X Motion ____ Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____



Marina Coast Water District

Marina Coast Water District

Regular Board Meeting/Groundwater Sustainability Agency Board Meeting
April 22, 2024

Draft Minutes

1. Call to Order:

President Morton called the meeting to order at 6:00 p.m. on April 22, 2024 both in-person at 920 2nd Avenue, Suite A, Marina, California; and, via Zoom teleconference.

2. Roll Call:

Board Members Present:

Gail Morton – President
Jan Shriner – Vice President
Herbert Cortez
Brad Imamura – arrived at 6:05
Thomas P. Moore

Board Members Absent:

None.

Staff Members Present:

Remleh Scherzinger, General Manager
David Hobbs, Assistant District Counsel
Derek Cray, Operations and Maintenance Manager
Mary Lagasca, Director of Administrative Services
Garrett Haertel, District Engineer
Patrick Breen, Water Resources Manager
Teo Espero, IT Administrator
Paula Riso, Executive Assistant/Clerk to the Board

Audience Members:

Mark Hildebrand, Hildebrand Consulting
Vera Nelson, EKI Environment and Water
Phil Clark, Seaside Resident
Samantha MacLeod
Peter Le, Marina Resident

3. Public Comment on Closed Session Items:

There were no comments made.

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

4. Closed Session:

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

The Board ended closed session at 7:52 p.m. President Morton reconvened the meeting to open session at 7:55 p.m.

5. Reportable Actions Taken During Closed Session:

President Morton stated there were no reportable actions taken during closed session.

6. Pledge of Allegiance:

President Morton led everyone present in the pledge of allegiance.

7. Oral Communications:

There were no public comments.

8. Marina Coast Water District Groundwater Sustainability Agency Matters:

A. Action Item:

- 1. Receive a Presentation on the 2023 Monterey Subbasin Annual Groundwater Sustainability Plan (GSP) Report:

Mr. Patrick Breen, Water Resources Manager, introduced this item and Ms. Vera Nelson, EKI Environment and Water. Ms. Nelson gave a presentation of the 2023 Annual Groundwater Sustainability Plan Report for the Monterey Subbasin. She gave a brief background on the Sustainable Groundwater Management Act (SGMA), reviewed the actions taken to implement the Monterey GSP, and reviewed the compliance schedule for the next 20 years. The Board asked clarifying questions.

9. Return to Marina Coast Water District Matters:

10. Consent Calendar:

Director Moore made a motion to approve the Consent Calendar consisting of: A) Receive and File the Check Register for the Month of March 2024; B) Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of March 18, 2024; C) Approve the Draft Minutes of the Special Joint Board/GSA Meeting of April 6, 2024; D) Receive the 1st Quarter 2024 MCWD Water Consumption Report; E) Receive the 1st Quarter 2014 Sewer Flow Report; F) Receive a Status Report update on Current Capital Improvement Projects; G) Receive the 2023 Consumer Confidence Report for the Marina Coast Water District Water System; and, H) Adopt Resolution No. 2024-15 Water Year Declaration. Vice President Shriner seconded the motion. The motion was passed by the following vote:

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

11. Action Items:

- A. Receive a Presentation of the 2024 Five-Year Rate Study; and Consider Adoption of Resolution No. 2024-16 to Approve the District’s 2024 Five-Year Water, Wastewater and Recycled Water Rate Study and Cost Allocation Plan:

Ms. Mary Lagasca, Director of Administrative Services, introduced this item and introduced Mr. Mark Hildebrand, Hildebrand Consulting. Mr. Hildebrand gave a brief presentation of the 2024 Five-Year Water, Wastewater and Recycled Water Rate Study and Cost Allocation Plan. The Board asked clarifying questions and suggested a letter be sent out prior to the first customer billing that includes information regarding their upcoming bill should the increase be approved in June.

Vice President Shriner made a motion to adopt Resolution No. 2024-16 to approve the District’s 2024 Five-Year Water, Wastewater and Recycled Water Rate Study and Cost Allocation Plan. President Morton seconded the motion. The motion was passed by the following vote:

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

- B. Consider Approval of Proposition 218 Public Notice and Set Date, Time and Location for Public Hearing for Proposed Changes in Rates, Fees, and Charges for Marina and Ord Community Service Area:

Ms. Lagasca introduced this item and reviewed the proposed public notice. The Board suggested correcting the date on the notice to June 17, 2024; adding language to the 5th bullet on the first page to include “and improved management of reserves to increase interest earnings.”; and, make sure the website listed on the second to the last page is one continuous line without any hyphens.

Agenda Item 11-B (continued):

Director Moore made a motion to approve the amended Proposition 218 Public Notice and Set Date, Time and Location for Public Hearing as Monday, June 17, 2014, at 6:00 p.m., located at 920 2nd Avenue, Suite A, Marina, for Proposed Changes in Rates, Fees, and Charges for Marina and Ord Community Service Area. Vice President Shriner seconded the motion. The motion was passed by the following vote:

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

Vice President Shriner made a motion to continue the meeting past 10:00 p.m. to complete the agenda. Director Moore seconded the motion. The motion was passed by the following vote:

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

12. Informational Items:

A. General Manager's Report:

Mr. Scherzinger reported the following:

1. the District held a successful Public Rates Hearing on April 17th and he thanked everyone for attending and participating;
2. the District was accepted into NAWI which is the Berkley Labs water group;
3. attended the Monterey Peninsula Chamber of Commerce presentation from the Naval meteorological group;
4. in the process of putting together the next annexation for the District parcels that either receive service or have facilities moving through their parcels;
5. in conversation with UCMBEST to start development of the triangle parcel to the Northeast of Reservation Road;
6. congratulations to everyone for participating in Earth Day;
7. thanks for participating in the Strategic Planning Workshop as it was a successful day;
8. staff has been working with Seaside to prepare a cross-connection agreement;
9. also in the process of shifting gears with Campus Town who needs water, but not sure it is available; and,
10. met with Monterey to discuss water supply on their Fort Ord parcel.

B. Committee and Board Liaison Reports:

1. Budget and Engineering Committee:

President Morton gave a brief update.

2. Executive Committee:

President Morton gave a brief update.

3. Community Outreach Committee:

Director Imamura and Director Moore gave a brief update.

4. M1W Board Member Liaison:

Director Moore gave a brief update.

5. MCWD/SVBGSA Steering Committee:

President Morton gave a brief update.

13. Board Member Requests for Future Agenda Items:

There were no specific requests.

14. Director's Comments:

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

15. Adjournment:

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

APPROVED:

Gail Morton, President

ATTEST:

Paula Riso, Deputy Secretary

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 11-D

Meeting Date: May 20, 2024

Prepared By: Paula Riso

Approved By: Remleh Scherzinger, PE

Agenda Title: Approve the Draft Minutes of the Special Joint Board/GSA Meeting of April 29, 2024

Staff Recommendation: Approve the draft minutes of the April 29, 2024 special joint Board/GSA meeting.

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

Discussion/Analysis: The draft minutes of April 29, 2024 are provided for the Board to consider approval.

Environmental Review Compliance: None required.

Legal Counsel Review: None required.

Climate Adaptation: Not applicable.

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

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

Material Included for Information/Consideration: Draft minutes of April 29, 2024.

Action Required: Resolution Motion Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____



Marina Coast Water District

Marina Coast Water District

Special Board Meeting/Groundwater Sustainability Agency Board Meeting
April 29, 2024

Draft Minutes

1. Call to Order:

President Morton called the meeting to order at 12:02 p.m. on April 29, 2024, at 920 2nd Avenue, Suite A, Marina, California.

2. Roll Call:

Board Members Present:

Gail Morton – President
Jan Shriner – Vice President
Brad Imamura
Thomas P. Moore

Board Members Absent:

Herbert Cortez

Staff Members Present:

Remleh Scherzinger, General Manager
David Hobbs, Assistant District Counsel
Mary Lagasca, Director of Administrative Services
Garrett Haertel, District Engineer
Patrick Breen, Water Resources Manager
Teo Espero, Information Technology Administrator
Paula Riso, Executive Assistant/Clerk to the Board

Audience Members:

Mark Hildebrand, Hildebrand Consulting
Martin Rauch, Rauch Communication Consultants, Inc.
Andy Sterbenz, Schaaf & Wheeler Consulting Civil Engineers
Brian McCarthy, Council Member, City of Marina

3. Action Item:

- A. Receive a Presentation on the 2024 Amended Five-Year Rate Study; and Consider Adoption of Resolution No. 2024-17 to Approve the Amended District’s 2024 Five-Year Water, Wastewater and Recycled Water Rate Study; and Re-Authorize the Approval to Send the Proposition 218 Notice with the Amended Rates:

Ms. Mary Lagasca, Director of Administrative Services, introduced this item and Mr. Hildebrand, who gave a presentation on the amended five-year rate study explaining that it was discovered that the interest earnings assumption had been updated for all the cost centers except the Marina Water cost center. He also noted that the existing rate for the 6” recycled water meters was incorrect. Mr. Hildebrand explicitly apologized for the errors and stated that those two errors have been corrected and the resulting changes had a very nominal change to several numbers in the study.

President Morton stated that she would like to hold votes on the two items separately.

President Morton made a motion to adopt Resolution No. 2024-17 to approve the amended District’s 2024 Five-Year Water, Wastewater and Recycled Water Rate Study. Director Moore seconded the motion. The motion was passed by the following vote:

Director Cortez	-	Absent	Vice President Shriner	-	Yes
Director Imamura	-	Yes	President Morton	-	Yes
Director Moore	-	Yes			

Director Moore made a motion to re-authorize the approval to send the Proposition 218 Notice with the amended rates. Vice President Shriner seconded the motion. The motion was passed by the following vote:

Director Cortez	-	Absent	Vice President Shriner	-	Yes
Director Imamura	-	Yes	President Morton	-	Yes
Director Moore	-	Yes			

4. Adjournment:

The meeting was adjourned at 12:23 p.m.

APPROVED:

Gail Morton, President

ATTEST:

Paula Riso, Deputy Secretary

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 11-E

Meeting Date: May 20, 2024

Prepared By: Mary Lagasca, CPA

Approved By: Remleh Scherzinger, PE

Agenda Title: Receive the First Quarter Investment Report for Calendar Year 2024

Staff Recommendation: The Board receives the Marina Coast Water District Quarterly Investment Report for 2024.

Background: *Strategic Plan, Goal No. 4 – To manage the District’s finances in the most effective and fiscally responsible manner.*

The California Government Code Section 53646 and the District’s Investment Policy requires that a Quarterly Investment Report be submitted to the Board for review. This investment report allows the Board and the public to verify that the District’s funds are invested in a safe and prudent manner, and that such investments comply with the District’s Investment Policy and State Law.

Discussion/Analysis: The District’s combined portfolio as of March 31, 2024, has a book value of \$39,332,228 and has earned a total of \$412,849 in interest earnings for the first three months of the year. 25% of the District’s investment portfolio is invested in Certificates of Deposit (CDs) with Mechanic Banks, with an average interest rate of 5%. 18% of the District’s portfolio is invested with the State’s Local Agency Investment Fund (LAIF), earning an interest of 4.30%. The other 43% of the portfolio is invested in the District’s general checking account and several money market accounts earning 4.86% in interest.

The District recently added California Cooperative Liquid Assets Securities System (CA CLASS) to its investment portfolio. CA CLASS is a Joint Powers Authority investment pool sponsored by California Special District Association (CSDA) and League of California Cities. 14% of the District’s portfolio is invested with CA CLASS earning an interest rate of 5.42%.

Overall, the District’s investments continue to perform well as can be seen with the historical investment summary provided. In the calendar year 2023, the District saw an increase of \$10.8 million in total investments and a 378% increase in interest earnings from the prior year. Three months into calendar year 2024, the principal balance decreased by \$239,605. Despite the decrease in principal balance, the District still made 14% more in interest earnings compared to last quarter.

Environmental Review Compliance: None required.

Legal Counsel Review: None required.

Climate Adaptation: Not applicable.

Financial Impact: _____ Yes ___X___ No

Funding Source/Recap: None

**MARINA COAST WATER DISTRICT
HISTORICAL INVESTMENT SUMMARY
AS OF 03/31/2024**

DEPOSITORY	BALANCE AS OF 12/31/22	YTD INTEREST 12/31/22	RATE	BALANCE AS OF 12/31/23	YTD INTEREST 12/31/23	RATE	BALANCE AS OF 03/31/24	YTD INTEREST 03/31/24	MATURITY DATE	RATE
Mechanics Bank										
General Checking	1,499,758	-		2,638,565	-		2,039,423	-		
Checking - RUWAP LOC Proceeds	4,117	-		-	-		-	-		
Savings/MMK	8,107,297	32,084	2.78%	12,352,434	326,547	4.86%	12,571,298	147,029		4.86%
Restricted Money Market (MMK)	1,087,431	6,029	2.78%	1,132,302	44,870	4.86%	1,145,764	13,462		4.86%
Savings - Bldg. Removal Fund	981,667	3,608	2.78%	1,019,059	37,392	4.86%	1,031,175	12,116		4.86%
Certificate of Deposit	-	-		-	8,822	3.50%	-	-		
Certificate of Deposit	-	-		-	17,644	3.50%	-	-		
Certificate of Deposit	-	-		5,000,000	145,397	4.35%	5,000,000	60,103	7/26/24	5.00%
Certificate of Deposit	-	-		3,000,000	59,342	4.75%	3,000,000	36,740	8/2/24	5.00%
Certificate of Deposit	-	-		2,000,000	9,041	5.00%	2,000,000	24,931	5/29/24	5.00%
PNC Bank										
General Checking	-	-		2,047,516	-		-	-		
Certificate of Deposit	-	-		-	34,032	4.55%	-	-		
Certificate of Deposit	-	-		-	45,123	4.50%	-	-		
Chase Bank										
Savings	-	-		-	16	0.00%	-	-		
State Local Agency Investment Fund (LAIF)	17,011,388	191,560	2.07%	10,381,957	386,001	4.00%	6,986,256	107,517		4.30%
California CLASS	-	-		-	-		5,558,312	10,951		5.42%
Total Investment	28,691,658	233,281	2.60%	39,571,833	1,114,227	4.06%	39,332,228	412,849		4.91%
YTD Change in Ending Balance				10,880,175	378%		(239,605)	-63%		

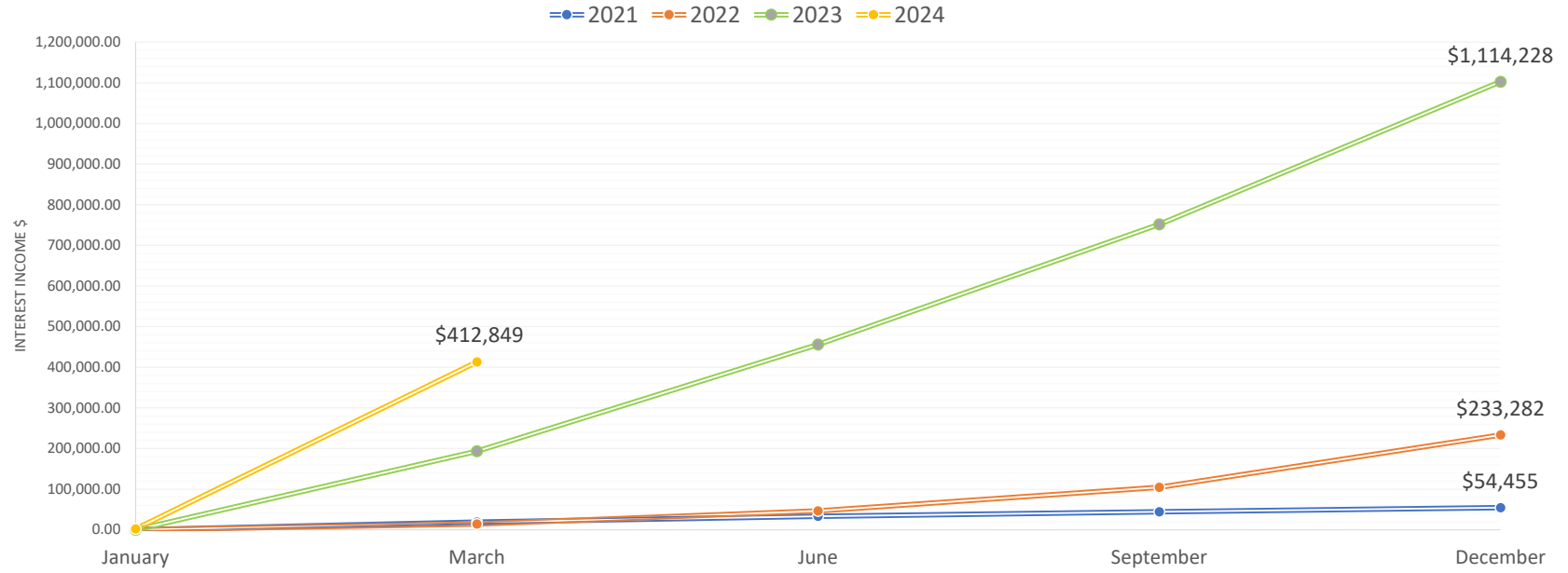
* Report is based on calendar year

** LAIF interest is posted the month following the quarter end

*** CD interests are posted on the maturity date

**** For all other investments, interest earned is already included in YTD balances

YTD INTEREST INCOME BY QUARTER



<u>Interest Income</u>		<u>2021</u>		<u>2022</u>		<u>2023</u>		<u>2024</u>
Q1	\$	18,977	\$	13,903	\$	193,290	\$	412,849
Q2	\$	14,283	\$	32,268	\$	262,412		
Q3	\$	10,875	\$	58,380	\$	295,927		
Q4	\$	10,320	\$	128,731	\$	362,599		
Total Interest	\$	54,455	\$	233,282	\$	1,114,228	\$	412,849

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 11-F

Meeting Date: May 20, 2024

Prepared By: Andrew Racz, PE

Approved By: Remleh Scherzinger, PE

Reviewed By: Garrett Haertel, PE

Agenda Title: Adopt Resolution No. 2024-19 to Approve a Water, Sewer, and Recycled Water Infrastructure Agreement between MCWD and Shea Homes Limited Partnership for the Enclave at Cypress Grove at Seaside Resort Phase 4 Development in Seaside, CA

Staff Recommendation: The Board of Directors adopt Resolution No. 2024-19 approving a Water, Sewer, and Recycled Water Infrastructure Agreement between Marina Coast Water District and Shea Homes Limited Partnership for the Enclave at Cypress Grove at Seaside Resort Phase 4 development project.

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

Detailed Description: The Board of Directors is requested to approve a Water, Sewer, and Recycled Water Infrastructure Agreement (hereafter referred to as the Infrastructure Agreement) between MCWD and Shea Homes Limited Partnership (Developer) for the Enclave at Cypress Grove at Seaside Resort Phase 4 (Enclave 4) development project. The attached Infrastructure Agreement is based upon the most recent board-approved (February 2022) format used for other development projects within the MCWD service area.

Enclave 4 is located within the northern part of the Bayonet/Blackhorse golf course in Seaside, CA. The entrance to the development will be from General Jim Moore Boulevard, via Bayonet Drive.

The Enclave 4 development is a fully entitled development located on former Fort Ord lands within the land use jurisdiction of the City of Seaside. Enclave 4 will entail the new construction of the underground utilities and appurtenances that will serve 30 single-family homes. The lot layout and proposed water and sewer infrastructure is depicted on Exhibit C of the included Infrastructure Agreement.

The proposed land-use for Enclave 4 is residential on an approximately 12-acre site. Approximately one-half acre of the site will be landscaped area. Exhibit A within the attached Infrastructure Agreement includes a worksheet (based on MCWD Water Code Appendix C) that provides a breakdown of the density of residential units proposed; there are 27 single-family homes on large lots and 3 single-family homes on more standard-sized lots.

Residential phases of the Seaside Resort development have an overall allocation of 66.8 acre-feet per year (AFY) of potable water (see Exhibit A of the Infrastructure Agreement) from the City of Seaside's former Fort Ord water supply. This Infrastructure Agreement for Enclave 4 will

designate as allocated 15.93-AFY of potable water (see the Exhibit A worksheet based on MCWD Water Code Appendix C).

Enclave 4 is the final phase of the Enclave at Cypress Grove at Seaside Resort. Based on completed construction in Phases 1-2, ongoing construction in Phase 3, and proposed plans for Phase 4, the Enclave is expected to approach (but not exceed) its overall allocation of 66.8 AFY (see table below). The Developer retains some flexibility to modify the proposed Enclave 4 lot and landscaping plans to accommodate additional water uses (e.g. ADUs or additional landscaping) requiring up to an additional 3.29 AFY of potable water.

	Residential		Landscape	Total
	<i>Units</i>	<i>AFY</i>	<i>AFY</i>	<i>AFY</i>
Phase 1	38	18.52	2.04	20.56
Phase 2	27	8.28	0.61	8.89
Phase 3	32	14.90	3.23	18.13
Phase 4	30	14.88	1.05	15.93
Total:	127	56.58	6.93	63.51
Allocated:				66.80
Remaining:				3.29

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

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

Climate Adaptation: Not applicable.

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

Material Included for Information/Consideration: Resolution No. 2024-19; and, Infrastructure Agreement, including Exhibits A through D.

Action Required: Resolution _____ Motion _____ Review _____

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

May 20, 2024

Resolution No. 2024 - 19
Resolution of the Board of Directors
Marina Coast Water District

Approving a Water, Sewer, and Recycled Water Infrastructure Agreement
Between Marina Coast Water District and Shea Homes Limited Partnership
for the Enclave at Cypress Grove at Seaside Resort Phase 4 Development in Seaside, CA

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on May 20, 2024, at 920 Second Avenue, Suite A, Marina, California, as follows:

WHEREAS, Shea Homes Limited Partnership (Developer) has coordinated with the District on their Cypress Grove at Seaside Resort Phase 4 development, consisting of new construction and related infrastructure, within the City of Seaside portion of the Ord Community; and,

WHEREAS, the City of Seaside has allocated a portion of its former Fort Ord water supply allocation for the Developer’s use in developing the Enclave at Cypress Grove at Seaside Resort Phase 4 development project, and,

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

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

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

1. adopt Resolution No. 2024-19 to approve a Water, Sewer, and Recycled Water Infrastructure Agreement Between Marina Coast Water District and Shea Homes Limited Partnership for the Enclave at Cypress Grove at Seaside Resort Phase 4 Development in Seaside, CA; 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.

PASSED AND ADOPTED May 20, 2024, 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 _____

Gail Morton, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2024-19 adopted May 20, 2024.

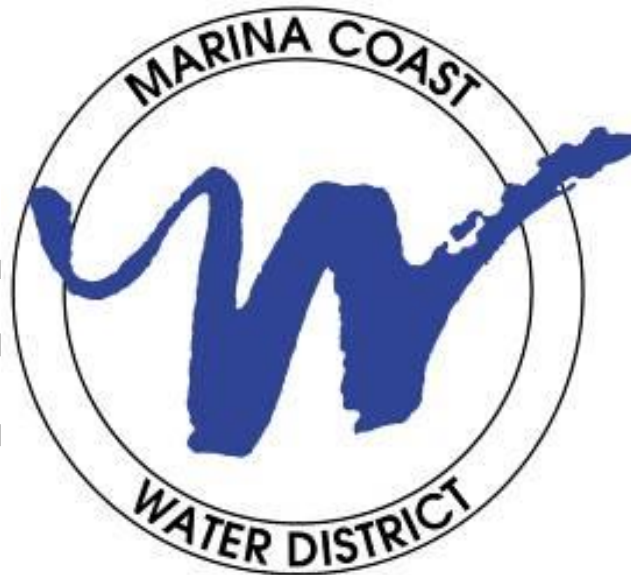
Remleh Scherzinger, Secretary

MARINA COAST WATER DISTRICT

Water, Sewer and Recycled Water Infrastructure Agreement

for

Enclave at Cypress Grove at Seaside Resort Phase 4



WATER, SEWER AND RECYCLED WATER
INFRASTRUCTURE AGREEMENT

TABLE OF CONTENTS

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

Exhibits

EXHIBIT A – WATER ALLOCATION DOCUMENTATION

EXHIBIT B – LEGAL DESCRIPTION

EXHIBIT C – MAP OF DEVELOPMENT

EXHIBIT D – INDEMINIFCATION AND INSURANCE REQUIREMENTS

MASTER DRAFT

WATER, SEWER AND RECYCLED WATER INFRASTRUCTURE AGREEMENT

This Agreement made and entered into this 20th Day of May 2024 (“Effective Date”), between **Marina Coast Water District**, 11 Reservation Road, Marina, CA, 93933, hereinafter called "District", and Shea Homes Limited Partnership, a California Limited Partnership, with its principal offices at 2630 Shea Center Drive, Livermore CA 94551, hereinafter called the "Developer" (collectively, the “parties”) The name of the Developer’s development that is the subject of this Agreement is The Enclave at Seaside Resort Phase 4 Development.

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

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

- a. “Agreement” means this Water, Sewer and Recycled Water Infrastructure Agreement as it may be amended from time to time in accordance with the terms and conditions hereof.
- b. “City” means the City of Seaside and/or the appropriate Agency of Land Use Jurisdiction.
- c. “Contractor” means any contractor with which the Developer has a direct contractual relationship to perform any work under this Agreement.
- d. “Development” means that certain property located at 1627 Fairway Drive, Seaside CA 93955 and legally described in Exhibit “B” and shown on the map at Exhibit “C.”
- e. “Facilities” shall mean those certain infrastructure improvements and system provided for in this Agreement and as approved by District as part of its review of the Development plans, Facilities shall include, but not be limited to, pipes, pumps, electrical and instrumentation and controls.
- f. “Procedures” means the District’s *Procedure Guidelines and Design Requirements*.
- g. “Standards” means the District’s *Standard Plans and Specifications for Construction of Domestic Water, Sewer, and Recycled Water Facilities*.
- h. “Water Allocation” means the total water allocated by the City/Land Use Jurisdiction for the Development as documented in Exhibit “A” and described in Exhibits “B” and “C”.

1.2 Allocation of Water Capacity for the Development. The parties hereto expressly agree that as a condition precedent for the performance of the District’s obligations hereunder, Developer must provide proof, to the satisfaction of the District, that a City-approved allocation of potable water and recycled water capacities exists. In accordance with the foregoing, Developer has provided District with the City’s Resolution No. 05-43, 05-44 and 23-73. The Assigned Water

Use Rates published as Appendix C in the MCWD Water Code Ordinance shall be the basis for calculating the Development's water demand. Based on the Developer's current estimation of land uses and the application of Appendix C (included within Exhibit A), this specific phase of Development is allocated 15.93-AFY of potable water.

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

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

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

2. Design and Construction Requirements

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

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

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

2.1.3 The Developer shall comply with most recent District Code in effect at the time of construction including, but not limited to, section 4.28 *Recycled Water*. The District will identify recycled water turnout location(s). The Developer will also install the lateral lines

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

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

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

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

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

3. Temporary Irrigation

3.1 In the event the Developer has complied with the terms of this Agreement, the Developer may specify areas of landscaping within the area covered by this Agreement to have "temporary

irrigation.” A temporary irrigation network may only exist for 6-years from installation. At the end of 6-years, the temporary irrigation network will have ceased to exist (i.e. be demolished) or it will be considered a District-approved, permanent irrigation connection.

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

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

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

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

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

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

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

3.5 Developer agrees to pay all costs-to-connect as a condition precedent to MCWD’s obligation to install the meter required to serve water to the temporary irrigation network. Costs to connect for a temporary irrigation network include, but are not limited to, the meter installation

fee (which includes the cost of the meter itself), a water permit fee, a backflow prevention program fee (all at the then-existing rates), and the payment of a special connection fee. These costs-to-connect are due prior the installation of water meters. The special connection fee shall be in the exact amount of the Water capacity charge that would otherwise be assessed to the identical permanent irrigation network with the magnitude of the special connection cost determined in identical fashion. District's Board of Directors reserves its right to review and revise these cost-to-connect fees and charges from time to time subject to applicable law and MCWD's approval procedures for such charges. Developer agrees to pay the costs-to-connect in effect at the time of providing services.

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

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

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

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

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

4.2 Annexation. Developer acknowledges that the Development shall be annexed into the District's jurisdictional boundaries. In exchange for the District's commitments to provide the services specified herein to the Development, the Developer, and its successors and assigns, hereby irrevocably consent to the annexation of the Development to the District. The terms and conditions of this section of the Agreement supersedes interpretations of MCWD Water Code section 3.08.060.D. Developer shall cooperate in all manner with the requests of the District, the Monterey County Local Agency Formation Commission ("LAFCO"), or any other public agency in any proceedings to annex the Development to the District. The Developer shall be responsible for preparing all studies, maps, legal descriptions, and other documents required by LAFCO in connection with the annexation process, including the efforts to comply with CEQA requirements.

The Developer shall also be responsible for any engineering, legal and publication costs and all other charges which may be incurred by the District in preparing and examining maps, legal descriptions and other documents in relation thereto, and other expenses regularly incurred in connection with the annexation of the Development into the District. Expressly, the Developer shall be responsible for paying all LAFCO and State Board of Equalization fees and costs or any other fees in connection with the annexation. District, in its discretion, may require Developer to provide a deposit at the commencement of the annexation process for District's cost reimbursements described herein. District may require Developer to replenish the deposit within thirty (30) days of written notice. The Developer shall indemnify and defend the District from all legal actions in relation to the annexation.

5. District to Serve Development

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

6. Capacity Charge

6.1 The current Ord Service Area capacity charges, effective July 1, 2023, for water and sewer services are \$13,525 and \$3,475 per EDU, respectively, under Title 6 of the MCWD Water Code and which may be adjusted annually under that Title. In addition to these authorized annual adjustments, the District Board of Directors reserves its right to review and revise these charges from time to time subject to applicable law and the District's approval procedures for such charges. The Developer shall pay the capacity charges in effect on the date that the Meter Application for any given EDU is accepted by MCWD.

7. Provision for Non-Potable Water Use

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

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

8. Non-Completion of Prior Projects and Phases

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

9. Licensed Contractor

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

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

10. Permits, Easements, and Related Costs

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

11. Final Inspection and Reimbursement of District Costs

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

12. District's Non-responsibility for Acts or Omissions of Developer, etc.;

Developer Responsible for Verifying Underground Utility Lines and Surface Obstructions

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

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

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

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

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

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

14. Indemnity, Insurance, and Sureties

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

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

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

14.3 Developer shall furnish the District with a Warranty bond or other surety instrument satisfactory to the District in the amount equal to forty percent (40%) of the actual construction costs to secure the Developer's performance under Section 15, Warranties.

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

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

15. Transfer of System Facilities to District after Completion

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

16. Developer Assistance

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

17. Warranties

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

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

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

and

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

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

17.3 This Section 17 shall not limit the District's rights under the law with respect to latent defects, gross mistakes, or fraud.

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

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

conditions or restrictions upon any consent to such prior service, such as posting a surety bond. District recognizes that the Development, and hence the Facilities, may be built, accepted and transferred in multiple phases. Notwithstanding any of the foregoing, Developer may use the Facilities before they are accepted for fire protection and construction purposes in all phases, subject to satisfaction of applicable testing.

19. Performance

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

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

20. Assignment

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

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

21. Dispute Resolution Procedure

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

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

attendance. If any disagreement remains unresolved for ten (10) days after consideration by the District Board of Directors, the parties agree to submit it to mediation as provided in Section 21.3 below.

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

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

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

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

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

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

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

NOTICE: IN AGREEING TO THE FOREGOING PROVISION, YOU ARE WAIVING YOUR RIGHT TO HAVE YOUR RIGHTS UNDER THIS AGREEMENT TRIED IN A COURT OF LAW OR EQUITY. THAT MEANS YOU ARE GIVING UP YOUR RIGHT TO TRIAL BY JUDGE OR JURY. YOU ARE ALSO GIVING UP YOUR RIGHT TO DISCOVERY AND APPEAL EXCEPT AS PROVIDED IN THE ARBITRATION RULES. IF YOU REFUSE TO ARBITRATE YOUR DISPUTE AFTER

A PROPER DEMAND FOR ARBITRATION HAS BEEN MADE, YOU CAN BE FORCED TO ARBITRATE OR HAVE AN AWARD ENTERED AGAINST YOU BY DEFAULT. YOUR AGREEMENT TO ARBITRATE IS VOLUNTARY.

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

MCWD's INITIALS _____ 's: INITIALS _____

22. Waiver of Rights

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

23. Notices

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

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

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

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

24. Severability

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

25. Paragraph Headings

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

26. Successors and Assignees

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

27. Integrated Agreement

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

28. Negotiated Agreement

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

29. Attorneys' Fees

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

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

30. Exhibits

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

31. Disclaimer/Indemnity Regarding Public Works

31.1 District has not determined whether the project would be considered a "Public Works" project for the purposes of California law, and makes no warranties or representations to Developer about whether the project would be considered a "Public Works" project. Developer is aware that if the project is considered a "Public Works" project, then Developer would have to pay "prevailing wages" under California Labor Code section 1771. If Developer fails to pay such prevailing wages, Developer acknowledges that it will be liable to, among other things, pay any shortfall

owed as well as any penalties that might be assessed for failure to comply with the law. If Developer does not pay prevailing wages, and an action or proceeding of any kind or nature is brought against the District based on such failure, Developer will defend and indemnify District in the action or proceeding. District agrees to reasonably cooperate and assist Developer in any the defense of any such action.

32. No Third-Party Beneficiaries

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

33. Compliance with Laws

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

34. Counterparts

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

By: DEVELOPER,

Donald A. Hofer, Authorized Agent
Shea Homes Limited Partnership

Steve Lucas, Authorized Agent
Shea Homes Limited Partnership

By DISTRICT

Remleh Scherzinger, General Manager
Marina Coast Water District

MASTER DRAFT

EXHIBIT A

WATER ALLOCATION DOCUMENTATION

MASTER DRAFT

CITY COUNCIL OF THE CITY OF SEASIDE

RESOLUTION NO. 05-43

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

Recitals of Fact:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

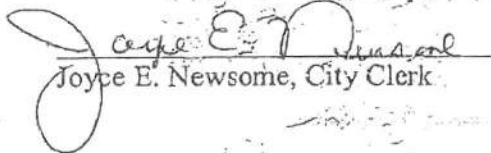
AYES:	COUNCILMEMBERS: Choates, Jordan, Mancini, Bloomer, Rubio
NOES:	COUNCILMEMBERS: None
ABSENT:	COUNCILMEMBERS: None
ABSTAIN:	COUNCILMEMBERS: None

APPROVED:



Ralph Rubio, Mayor
City of Seaside

ATTEST:



Joyce E. Newsome, City Clerk

CITY COUNCIL OF THE CITY OF SEASIDE

RESOLUTION NO. 05-44

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

Recitals of Fact:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibits to Resolution No. 05-44

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

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

RESOLUTION NO. 23-73

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

CONFIRMING 161.4 ACRE FOOT PER YEAR ALLOCATION OF WATER TO THE SEASIDE RESORT PROJECT AT THE BAYONET AND BLACK HORSE GOLF COURSES AND INCREASING THE ALLOCATION BY 25.5 ACRE FEET PER YEAR

WHEREAS, the City of Seaside began planning for the reuse of the Blackhorse and Bayonet golf course on or about February 17, 2000 and approved a vesting tentative map, use permit (TM-01-03) for the Residential Component, Use Permit 01-20 (Time Share Component), Site Plan Review for the Hotel Component, a Use Permit 04-22 (for on-site alcoholic beverages) (collectively, known as the "Seaside Resort Project"), adopted a Statement of Overriding Considerations, allocated 161.4 acre feet per year (AFY) of water to the project, conditioned the project and adopted a mitigation monitoring plan on or about July 7, 2005 via Resolution 05-44; and

WHEREAS, Seaside obtained 1,012.5 AFY of the Fort Ord Reuse Authority (for a) Water Allocation of which it allocated 161.4 AFY to the Seaside Resort Project. The 161.4 AFY water allocation was originally designated 41.3 AFY for the 125-Unit Residential Component and 120.1 AFY for the "Resort Component" (consisting of 69.3 AFY for the Hotel Component, 34 AFY for the Timeshare Component, and 16.8 AFY for landscaping (of which landscaping allocation 6.2 AFY were designated for the Hotel Component)); and

WHEREAS, City of Seaside and the Redevelopment Agency of the City of Seaside adopted a Disposition and Development Agreement in 2005, and adopted a revision in June 19, 2019 which limited the Residential Component to utilizing 41.3 AFY; and

WHEREAS, the original water demand figures were based upon MCWD water demand figures in 2005 and were consistent with the methodology set forth in the Fort Ord Base Reuse Plan; and

WHEREAS, FORA dissolved on or about June 30, 2020, and in 2020 the Marina Coast Water District (MCWD) adopted new water demand figures for different types of land uses (which, however, did not change the Fort Ord water allocations). This change in the MCWD demand figures has resulted in an increase in the water demand for the Residential Component by increasing the demand figure for some lots from 0.33 to 0.52 AFY per lot and by counting water used for landscaping against the 41.3 AFY allocation until reclaimed water is available, for a

total increase of approximately 25.5 AFY; and

WHEREAS, the City of Seaside has existing Fort Ord water allocation which is currently not being utilized by current or pending projects. In addition, the City has approved a series of long term water supply projects to augment the water in the Fort Ord areas, including an In Lieu Water Storage project and other projects utilizing reclaimed or other water savings measures in order to meet the projected water demand for projects located on the former Fort Ord lands; and

WHEREAS, this 25.5 AFY increase in water allocation is made solely for the purpose of allowing the Residential Component to proceed in order to provide more certainty for the Seaside Resort Project; and

WHEREAS, it is the intent of the City to ensure that projects that are in construction or about to be in construction have sufficient water supply on the one hand, while on the other hand requiring the most efficient use of water. It is the intent of the City that landscaping be watered with reclaimed water when the project is ready to take the water and that water is available. Accordingly, the City is only temporarily authorizing MCWD to provide potable water for landscaping until such time as reclaimed water is available; and

WHEREAS, MCWD currently has sufficient water supply to meet the projected water demands associated with the proposed project and will be entering into a water infrastructure and service agreement with the developer(s) of the Seaside Golf Course Resort Development requiring both the construction of new infrastructure and the payment of water and sewer service fees; and

WHEREAS, the Seaside Resort Project was approved on July 7, 2005, its impacts were analyzed in the Seaside Resort EIR, and that this resolution is an additional implementing action consistent with CEQA Guidelines Section 15378(c). The City further finds that there has been no change to the project or substantial changes in circumstances or new information that would warrant subsequent or supplemental environmental analysis under CEQA.


NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby confirms its allocation of and its concomitant DEIR designations of 120.1 AFY for the Resort Component and 41.3 AFY for the 125-unit Residential Component, and allocates an additional 25.5 AFY to the Residential Component and its landscaping for the purpose of addressing the shortfall caused by the change in the water demand factors for the Residential Component and its landscaping. The Residential Component may not use any of the 120.1 AFY allocated to the Resort

Component, and the Resort Component may not use any of the total of 66.8 AFY allocated to the Residential Component. MCWD is not authorized to use any portion of the allocation of potable water for landscaping for the Residential Component to the extent there is any reclaimed water available, in which case the developer of the pertinent phase(s) of the Residential Component shall be required to use and pay for reclaimed water. The City Council may recall some or all of the portion of the increased allocation that is not utilized for the Residential Component within 18 months following the date of this Resolution (as evidenced by the issuance of a grading permit for the pertinent phase). In addition, the City may recall the portion of the allocation of potable water for landscaping on the Residential Component when MCWD provides reclaimed water for the landscaping.


PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 20th day of April, 2023, by the following vote:

AYES:	5	COUNCIL MEMBERS	Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco
NOES:	0	COUNCIL MEMBERS	None
ABSENT:	0	COUNCIL MEMBERS	None
ABSTAIN:	0	COUNCIL MEMBERS	None

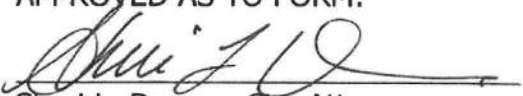


APPROVED: 

Ian N. Oglesby, Mayor

ATTEST: 

Dominique L. Davis, City Clerk

APPROVED AS TO FORM: 

Sheri L. Damon, City Attorney

RESOLUTION NO. 23-73

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

CONFIRMING 161.4 ACRE FOOT PER YEAR ALLOCATION OF WATER TO THE SEASIDE RESORT PROJECT AT THE BAYONET AND BLACK HORSE GOLF COURSES AND INCREASING THE ALLOCATION BY 25.5 ACRE FEET PER YEAR

WHEREAS, the City of Seaside began planning for the reuse of the Blackhorse and Bayonet golf course on or about February 17, 2000 and approved a vesting tentative map, use permit (TM-01-03) for the Residential Component, Use Permit 01-20 (Time Share Component), Site Plan Review for the Hotel Component, a Use Permit 04-22 (for on-site alcoholic beverages) (collectively, known as the "Seaside Resort Project"), adopted a Statement of Overriding Considerations, allocated 161.4 acre feet per year (AFY) of water to the project, conditioned the project and adopted a mitigation monitoring plan on or about July 7, 2005 via Resolution 05-44; and

WHEREAS, Seaside obtained 1,012.5 AFY of the Fort Ord Reuse Authority (for a) Water Allocation of which it allocated 161.4 AFY to the Seaside Resort Project. The 161.4 AFY water allocation was originally designated 41.3 AFY for the 125-Unit Residential Component and 120.1 AFY for the "Resort Component" (consisting of 69.3 AFY for the Hotel Component, 34 AFY for the Timeshare Component, and 16.8 AFY for landscaping (of which landscaping allocation 6.2 AFY were designated for the Hotel Component)); and

WHEREAS, City of Seaside and the Redevelopment Agency of the City of Seaside adopted a Disposition and Development Agreement in 2005, and adopted a revision in June 19, 2019 which limited the Residential Component to utilizing 41.3 AFY; and

WHEREAS, the original water demand figures were based upon MCWD water demand figures in 2005 and were consistent with the methodology set forth in the Fort Ord Base Reuse Plan; and

WHEREAS, FORA dissolved on or about June 30, 2020, and in 2020 the Marina Coast Water District (MCWD) adopted new water demand figures for different types of land uses (which, however, did not change the Fort Ord water allocations). This change in the MCWD demand figures has resulted in an increase in the water demand for the Residential Component by increasing the demand figure for some lots from 0.33 to 0.52 AFY per lot and by counting water used for landscaping against the 41.3 AFY allocation until reclaimed water is available, for a

total increase of approximately 25.5 AFY; and

WHEREAS, the City of Seaside has existing Fort Ord water allocation which is currently not being utilized by current or pending projects. In addition, the City has approved a series of long term water supply projects to augment the water in the Fort Ord areas, including an In Lieu Water Storage project and other projects utilizing reclaimed or other water savings measures in order to meet the projected water demand for projects located on the former Fort Ord lands; and

WHEREAS, this 25.5 AFY increase in water allocation is made solely for the purpose of allowing the Residential Component to proceed in order to provide more certainty for the Seaside Resort Project; and

WHEREAS, it is the intent of the City to ensure that projects that are in construction or about to be in construction have sufficient water supply on the one hand, while on the other hand requiring the most efficient use of water. It is the intent of the City that landscaping be watered with reclaimed water when the project is ready to take the water and that water is available. Accordingly, the City is only temporarily authorizing MCWD to provide potable water for landscaping until such time as reclaimed water is available; and

WHEREAS, MCWD currently has sufficient water supply to meet the projected water demands associated with the proposed project and will be entering into a water infrastructure and service agreement with the developer(s) of the Seaside Golf Course Resort Development requiring both the construction of new infrastructure and the payment of water and sewer service fees; and

WHEREAS, the Seaside Resort Project was approved on July 7, 2005, its impacts were analyzed in the Seaside Resort EIR, and that this resolution is an additional implementing action consistent with CEQA Guidelines Section 15378(c). The City further finds that there has been no change to the project or substantial changes in circumstances or new information that would warrant subsequent or supplemental environmental analysis under CEQA.

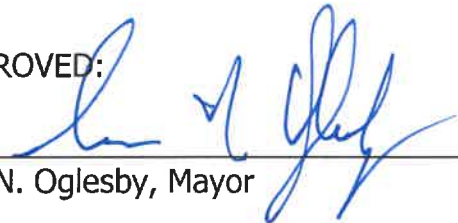
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby confirms its allocation of and its concomitant DEIR designations of 120.1 AFY for the Resort Component and 41.3 AFY for the 125-unit Residential Component, and allocates an additional 25.5 AFY to the Residential Component and its landscaping for the purpose of addressing the shortfall caused by the change in the water demand factors for the Residential Component and its landscaping. The Residential Component may not use any of the 120.1 AFY allocated to the Resort

Component, and the Resort Component may not use any of the total of 66.8 AFY allocated to the Residential Component. MCWD is not authorized to use any portion of the allocation of potable water for landscaping for the Residential Component to the extent there is any reclaimed water available, in which case the developer of the pertinent phase(s) of the Residential Component shall be required to use and pay for reclaimed water. The City Council may recall some or all of the portion of the increased allocation that is not utilized for the Residential Component within 18 months following the date of this Resolution (as evidenced by the issuance of a grading permit for the pertinent phase). In addition, the City may recall the portion of the allocation of potable water for landscaping on the Residential Component when MCWD provides reclaimed water for the landscaping.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 20th day of April, 2023, by the following vote:

AYES:	5	COUNCIL MEMBERS	Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco
NOES:	0	COUNCIL MEMBERS	None
ABSENT:	0	COUNCIL MEMBERS	None
ABSTAIN:	0	COUNCIL MEMBERS	None

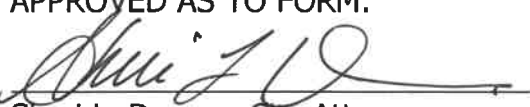


APPROVED: 

Ian N. Oglesby, Mayor

ATTEST: 

Dominique L. Davis, City Clerk

APPROVED AS TO FORM: 

Sheri L. Damon, City Attorney

MCWD WATER CODE: APPENDIX C*

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

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

Type of Use	Basis	Assigned MCWD Water Use Rates By Acre-Ft	Project Quantity (Units)	Total Project Water Use Per Annum by Use (Acre-Ft)
Residential				
Multi Family - Apartment	DU	0.21		-
Apartment (senior complex)	DU	0.12		-
Group Housing (boarding, dormitory, convalescent)	Occupant	0.062		-
Condominium/Townhouse	DU	0.24		-
Mobile Home	DU	0.21		-
Multi-Family - Duplex to Fourplex	DU	0.24		-
Single Family 0 < lot < 0.08 acres (13 or more units per acre)	DU	0.25		-
Single Family 0.08 <= lot < 0.22 acres (5—12 Units/Acre)	DU	0.28	3	0.84
Single Family 0.22 <= lot < 0.67 acres (2—4 Units/acre)	DU	0.52	27	14.04
Single Family (lot >= 0.67 acres)	acres	0.89		-
Accessory Dwelling Unit < 640 sq. ft.	DU	0.17		-
Accessory Dwelling Unit 641 to 800 sq. ft.	DU	0.21		-
Accessory Dwelling Unit 841 to 1,200 sq. ft.	DU	0.25		-
TOTAL RESIDENTIAL ACRE-FEET THIS INFRASTRUCTURE AGREEMENT				14.88

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

Meeting Halls, Churches, School Room	sq. ft.	0.000092		-
Nursing Home (care portion only)	bed	0.12		-
Laboratory	sq. ft.	0.000082		-
Laboratory - Photographic	sq. ft.	0.003		-
Landscape (non-turf)	acres	2.1	0.50	1.05
Landscape (turf)	acres	2.5		-
Plant Nursery	sq. ft.	0.00009		-
Public Restroom	toilets	0.058		-
Restaurant (full service - 3 meals, dish washing)	sq. ft.	0.00125		-
Restaurant (Fast food/casual with onsite prep)	sq. ft.	0.00051		-
Restaurant (take out w/ minimal onsite prep)	sq. ft.	0.00027		-
Store - General Retail (Department Store)	sq. ft.	0.00005		-
Store - Grocery and Markets	sq. ft.	0.00033		-
Swimming Pool (per 100 sq. ft. pool area)	sq. ft.	0.02		-
Theater	seats	0.0012		-
Veterinary	sq. ft.	0.00022		-
Warehouse, Distribution, Self-Storage	sq. ft.	0.00001		-
TOTAL NON RESIDENTIAL ACRE-FEET THIS INFRASTRUCTURE AGREEMENT				1.05

TOTAL COMBINED ACRE-FEET THIS INFRASTRUCTURE AGREEMENT				15.93
---	--	--	--	--------------

The assigned water use rate is then multiplied by the appropriate square footage, room, or seat number for each use and the capacity charge per acre-foot of water.

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

* See manufacturer's recommendation.

EXHIBIT B

LEGAL DESCRIPTION

MASTER DRAFT

EXHIBIT B-1

LEGAL DESCRIPTION**Residential Parcel 1 (VTM Residential Phase I; Lots 5-29)**

[TRACT NINE]

That certain real property situate in Rancho Noche Buena, in the County of Monterey, State of California, being a portion of that certain 380.31 acre parcel of land shown as Parcel 1 as per map filed for record in Volume 26, Page 28 of Surveys in the office of the County Recorder of said county described as follows:

Beginning at a point that bears South 30°52'49" East, 1,354.38 feet from the most northerly corner of said Parcel 1; thence

1. South 23°23'00" West, 42.93 feet; thence
2. North 86°20'00" West, 984.60 feet; thence
3. South 57°55'00" West, 111.11 feet; thence
4. North 36°50'30" West, 135.13 feet to the beginning of a curve concave to the east having a radius of 165.00 feet; thence
5. Northerly 173.39 feet along said curve through a central angle of 60°12'31" to the beginning of a compound curve having a radius of 250.00 feet; thence
6. Northeasterly 188.57 feet along said curve through a central angle of 43°12'59"; thence
7. North 66°35'00" East, 275.00 feet to the beginning of a curve concave to the northwest having a radius of 1,000.00 feet; thence
8. Northeasterly 243.95 feet along said curve through a central angle of 13°58'39" to the beginning of a reverse curve having a radius of 50.00 feet; thence
9. Easterly 39.29 feet along said curve through a central angle of 45°01'23" to the beginning of a compound curve having a radius of 145.00 feet; thence
10. Southeasterly 175.14 feet along said curve through a central angle of 69°12'16"; thence
11. South 13°10'00" East, 182.56 feet to the beginning of a curve concave to the northeast having a radius of 120.00 feet; thence
12. Southeasterly 153.24 feet along said curve through a central angle of 73°10'00"; thence
13. South 86°20'00" East, 69.59 feet; thence
14. South 03°40'00" West, 100.00 feet to the beginning of a non-tangent curve concave to the south having a radius of 794.99 feet, and to which beginning a radial bears South 03°40'00" West; thence

15. Easterly 145.74 feet along said curve through a central angle of $10^{\circ}30'14''$ to the beginning of a compound curve having a radius of 175.00 feet; thence
16. Southeasterly 74.03 feet along said curve through a central angle of $24^{\circ}14'16''$ to the beginning of a reverse curve having a radius of 175.00 feet; thence
17. Southeasterly 45.89 feet along said curve through a central angle of $15^{\circ}01'29''$; thence
18. South $23^{\circ}23'01''$ West, 50.00 feet to the Point of Beginning.

Bearings cited herein are referenced to said Volume 26, Page 28 of Surveys.

Residential Parcel 2a (VTM Residential Phase IIa; Lots 1-4)

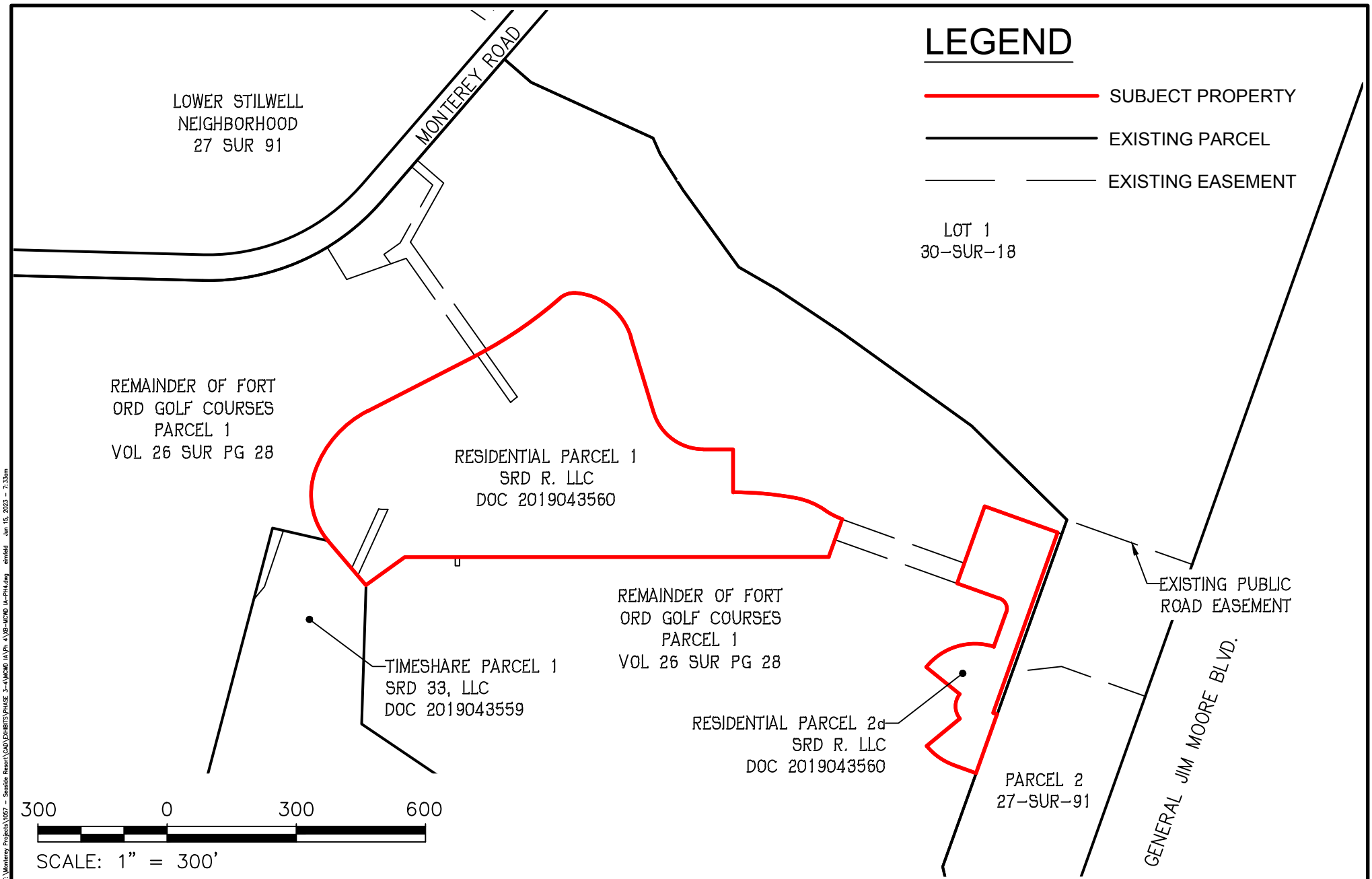
[TRACT TWO]

That certain real property situate in Rancho Noche Buena, in the County of Monterey, State of California, being a portion of that certain 380.31 acre parcel of land shown as Parcel 1 as per map filed for record in Volume 26, Page 28 of Surveys in the office of the County Recorder of said county described as follows:

Beginning at a point that bears South $43^{\circ}23'11''$ East, 1,523.80 feet from the most northerly corner of said Parcel 1; thence

1. South $66^{\circ}37'00''$ East, 179.98 feet; thence
2. South $23^{\circ}23'00''$ West, 229.06 feet; thence
3. South $23^{\circ}22'38''$ West, 215.94 feet; thence
4. South $66^{\circ}37'16''$ East, 10.00 feet; thence
5. South $23^{\circ}22'44''$ West, 145.00 feet; thence
6. North $66^{\circ}37'16''$ West, 55.00 feet to the beginning of a curve concave to the northeast having a radius of 145.00 feet; thence
7. Northwesterly 77.92 feet along said curve through a central angle of $30^{\circ}47'16''$; thence
8. North $54^{\circ}10'00''$ East, 100.00 feet to the beginning of a non-tangent curve concave to the east having a radius of 45.00 feet, and to which beginning a radial bears North $54^{\circ}10'00''$ East; thence
9. Northerly 61.59 feet along said curve through a central angle of $78^{\circ}25'00''$; thence
10. North $47^{\circ}25'00''$ West, 100.00 feet to the beginning of a non-tangent curve concave to the south having a radius of 145.00 feet, and to which beginning a radial bears South $47^{\circ}25'00''$ East; thence
11. Easterly 174.16 feet along said curve through a central angle of $68^{\circ}49'10''$; thence
12. North $23^{\circ}22'44''$ East, 85.09 feet to the beginning of a curve concave to the west having a radius of 25.00 feet; thence

13. Northerly 39.27 feet along said curve through a central angle of $89^{\circ}59'44''$; thence
14. North $66^{\circ}37'00''$ West, 104.99 feet; thence
15. North $23^{\circ}23'00''$ East, 190.00 feet to the Point of Beginning.



T:\Monteary Projects\1057 - Seaside Resort\CAD\EXHIBITS\PHASE 3-A\MONROE LA\PH 4\SP-MONO LA-PH4.dwg emfield Jun 15, 2023 - 7:30am

EXHIBIT B-2

**PROPERTY MAP
THE ENCLAVE-PHASE 4
SEASIDE, CALIFORNIA**



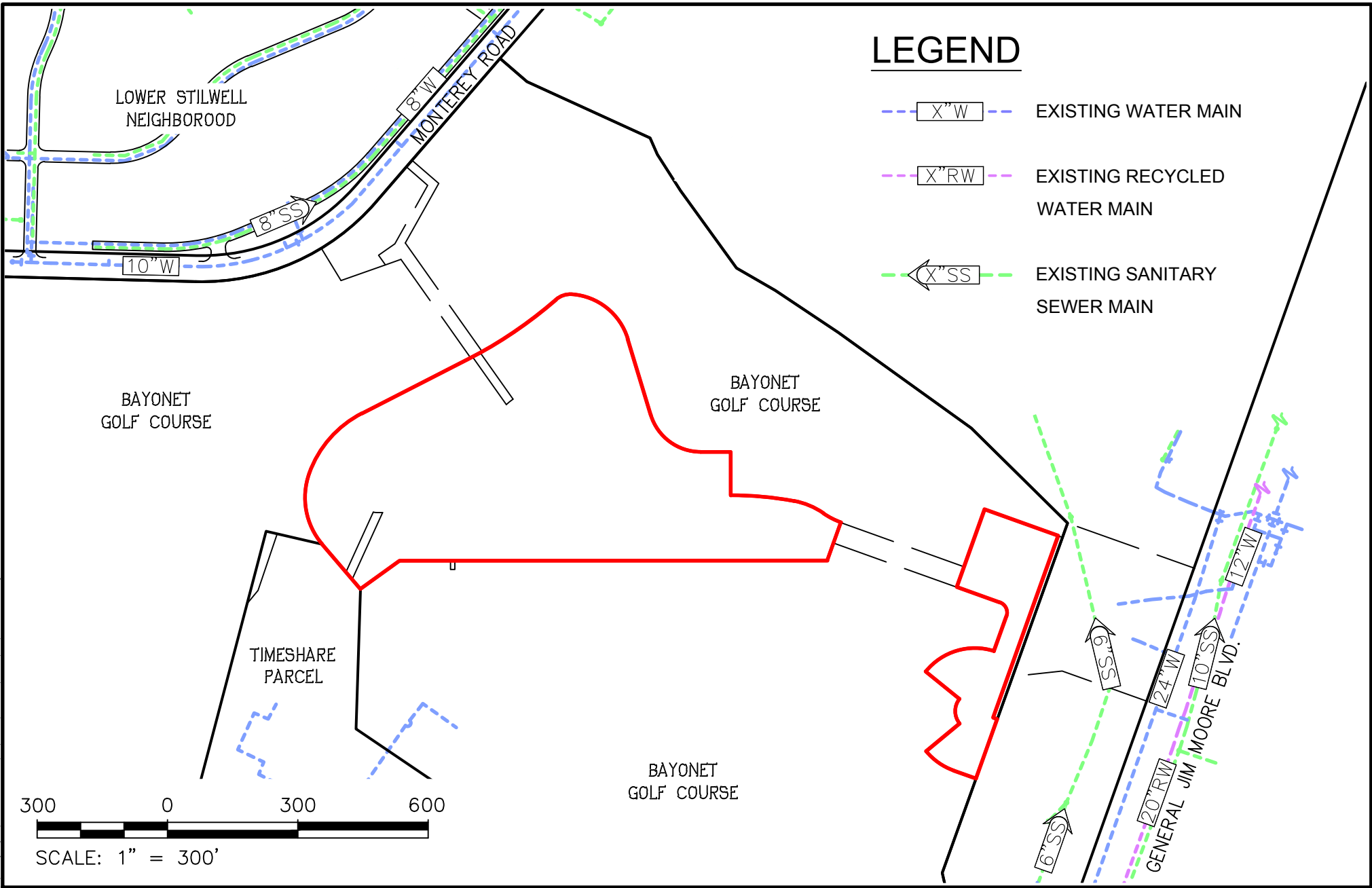
Civil Engineering
Land Surveying
6 Harris Court
Monterey, California
831.649.5225
whitsonengineers.com



EXHIBIT C

MAP OF DEVELOPMENT

MASTER DRAFT

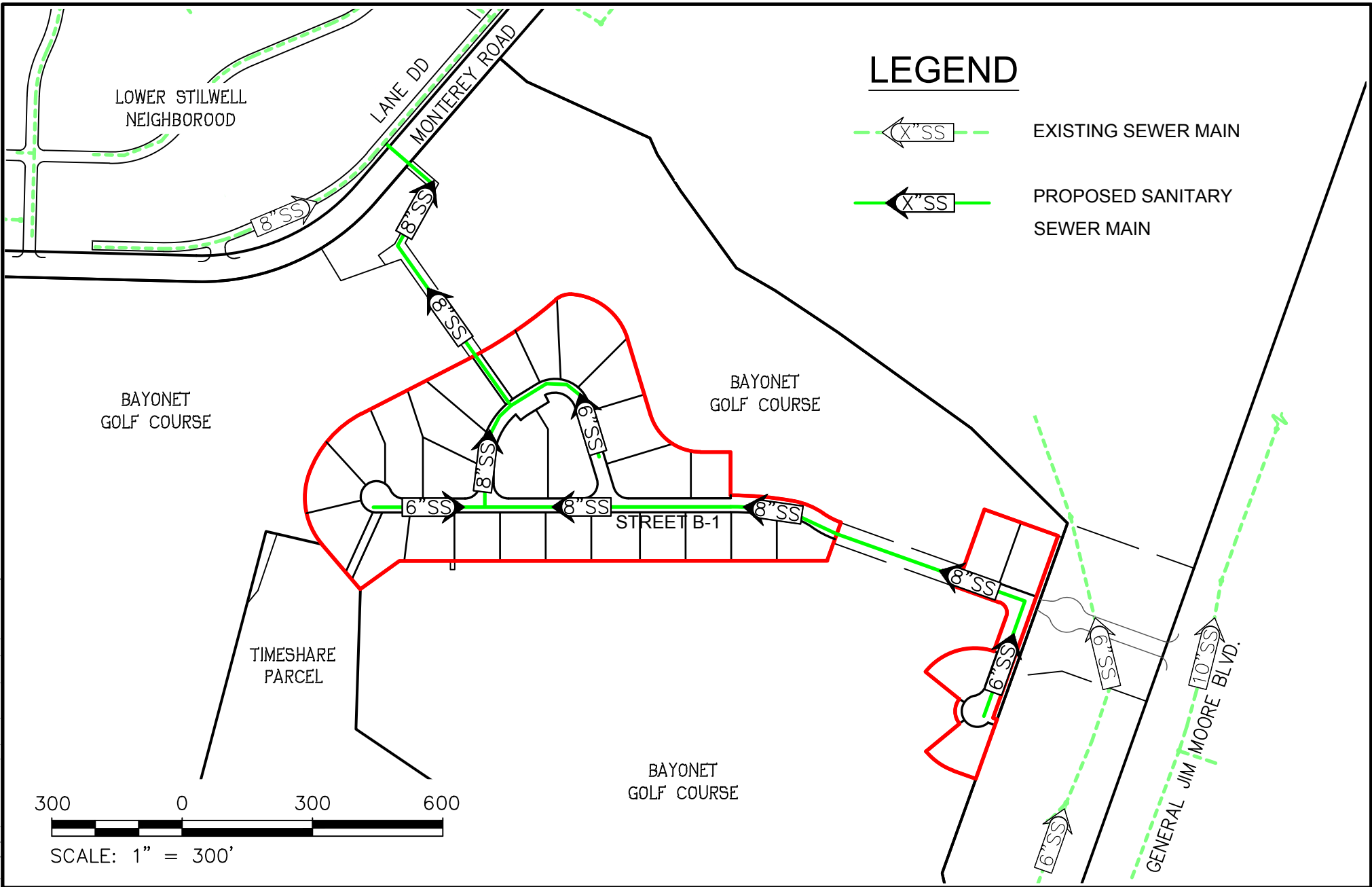


T:\Monterey Projects\1057 - Seaside Resort\CAD\EXHIBITS\PHASE 3-A\MCD\IA\PH 4\WP-MCD IA-PH4.dwg emfield Jun 15, 2023 - 7:35pm

EXHIBIT C-1

EXISTING INFRASTRUCTURE THE ENCLAVE-PHASE 4

SEASIDE, CALIFORNIA



T:\Monterey Projects\1057 - Seaside Resort\CAD\DWG\SS\PHASE 3-A\MISC\LA\PH 4\SS-MOD LA-PH4.dwg emfield Jun 15, 2023 - 7:41am

EXHIBIT C-2

**SANITARY SEWER INFRASTRUCTURE
THE ENCLAVE-PHASE 4
SEASIDE, CALIFORNIA**

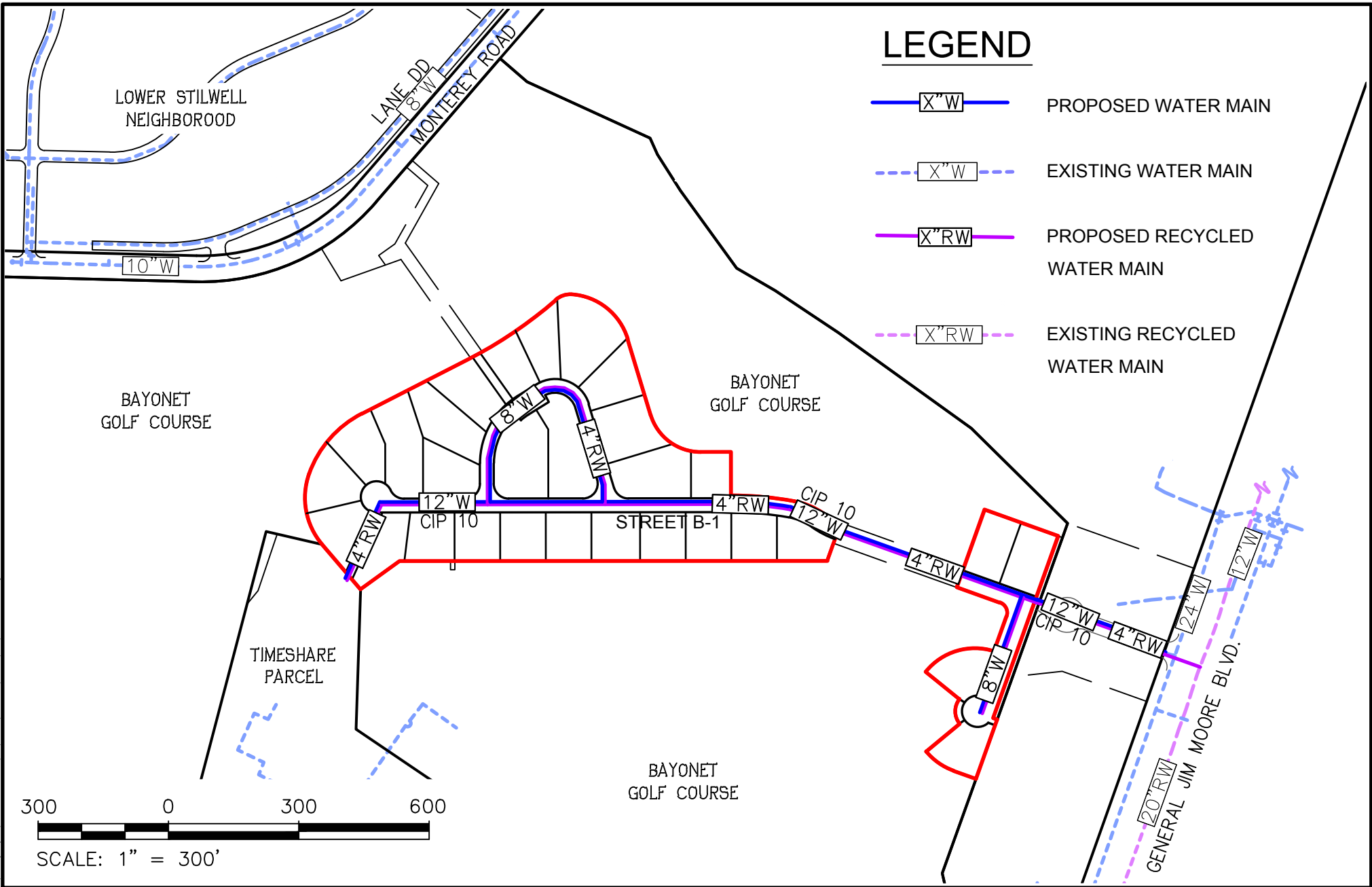


EXHIBIT C-3

**WATER INFRASTRUCTURE
THE ENCLAVE-PHASE 4
SEASIDE, CALIFORNIA**

EXHIBIT D

INDEMNIFICATION AND INSURANCE REQUIREMENTS for Infrastructure Agreements

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

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

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

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

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

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

Contractor;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MASTER DRAFT

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 11-G

Meeting Date: May 20, 2024

Prepared By: Paula Riso

Approved By: Remleh Scherzinger

Agenda Title: Adopt Resolution No. 2024-20 Ordering an Election, Requesting County Elections to Conduct the Election, and Requesting Consolidation of the Election Set for November 5, 2024

Staff Recommendation: The Board of Directors adopt Resolution No. 2024-20 ordering an election; requesting County Elections to conduct the election; requesting consolidation of the election set for November 5, 2024; limiting the Candidate’s Statement to 200 words or less with the candidate being responsible for paying the cost of publishing the Candidate’s Statement of Qualifications; and, authorize the General Manager to sign a Service Agreement with the Monterey County Registrar of Voters.

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

Discussion/Analysis: The District Board has two seats that are up for election in November 2024 and is asked to take action to call an election for Director Herbert Cortez’s office, and Director Thomas P. Moore’s office.

Pursuant to Section 10002 et seq. of the Elections Code, the Governing Body of the District must call the election to be held on November 5, 2024 for the purpose of electing successors to the terms of office which will expire in 2024. The Board must adopt a resolution calling for the election no later than July 3, 2024. The District has staggered terms and therefore must meet this requirement every two years.

Following the prior practice of the Board, the District will limit the Candidate’s Statement to 200 words or less and the candidate is responsible for paying the cost of publishing the Candidate’s Statement of Qualifications in the Voter’s Information Pamphlet at the time of filing his/her statement.

In the event of a tie vote, the county elections official shall notify the governing body of the district thereof, and the governing body shall forthwith notify the candidates who have received the tie votes to appear before it either personally or by representative at a time and place designated by the governing body. The tie votes shall be determined by putting the candidate names in a container and having an independent person draw a name. The candidate so chosen shall qualify, take office and serve as though elected at the preceding general district election.

The Monterey County Registrar of Voters also requests the District to enter into a Service Agreement to provide election services.

Environmental Review Compliance: None required.

Legal Counsel Review: None required.

Climate Adaptation: Not applicable.

Financial Impact: Yes No **Funding Source/Recap:** The approximate cost is \$80,000, which depends on the number of registered voters in the District’s jurisdiction and how many pamphlets are printed and mailed. This cost will be allocated to all four cost centers: 01-Marina Water, 02-Marina Sewer, 03-Ord Water, and 04-Ord Sewer.

Other Considerations: None.

Material Included for Information/Consideration: Resolution No. 2024-20; Election letter; Statement of Facts; and Service Agreement.

Action Required: Resolution Motion Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

May 20, 2024

Resolution No. 2024-20
Resolution of the Board of Directors
Marina Coast Water District

Resolution Calling for an Election Ordering an Election, Requesting County Elections to Conduct the Election, and Requesting Consolidation of the Election Set for November 5, 2024

RESOLVED by the Board of Directors ("Board"), of the Marina Coast Water District ("District"), at a meeting duly called and held on May 20, 2024, at 920 Second Avenue, Suite A, Marina, California, as follows:

WHEREAS, Director Herbert Cortez, and Director Thomas P. Moore's offices are subject to election at the November 5, 2024 General Election; and,

WHEREAS, pursuant to Elections Code Section 10002, the governing body of any city or district may by resolution request the Board of Supervisors of the county to permit the county elections official to render specified services to the city or district relating to the conduct of an election; and,

WHEREAS, the resolution of the governing body of the city or district shall specify the services requested; and,

WHEREAS, pursuant to Elections Code Section 10002, the city or district shall reimburse the county in full for the services performed upon presentation of a bill to the city or district; and,

WHEREAS, pursuant to Elections Code Section 10400, whenever two or more elections, including bond elections, of any legislative or congressional district, public district, city, county, or other political subdivision are called to be held on the same day, in the same territory, or in territory that is in part the same, they may be consolidated upon the order of the governing body or bodies or officer or officers calling the elections; and,

WHEREAS, pursuant to Elections Code Section 10400, such election for cities and special districts may be either completely or partially consolidated; and,

WHEREAS, pursuant to Elections Code Section 10403, whenever an election called by a district, city or other political subdivision of the submission of any question, proposition, or office to be filled is to be consolidated with a statewide election, and the question, proposition, or office to be filled is to appear upon the same ballot as that provided for that statewide election, the district, city or other political subdivision shall, at least 88 days prior to the date of the election, file with the board of supervisors, and a copy with the elections office, a resolution of its governing board requesting the consolidation, and setting forth the exact form of any question, proposition, or office to be voted upon at the election, as it is to appear on the ballot. Upon such request, the Board of Supervisors may order the consolidation; and,

WHEREAS, pursuant to Elections Code Section 13307, whenever an election called by a district, city, or other political subdivision has offices to be filled, it is required to fix and determine the number of words that a candidate may submit on the candidate's statement to be either 200 or 400 words and to determine if the candidate and or the political subdivision will pay the cost of the statement; and,

WHEREAS, in the event that two or more candidates receive an equal number of votes and the highest number of votes (“tie votes”) for an office, Elections Code Section 10551(b) of the Uniform District Election Law requires the district’s governing body to determine the tie votes by lot; and,

WHEREAS, the resolution requesting the consolidation shall be adopted and filed at the same time as the adoption of the ordinance, resolution, or order calling the election; and,

WHEREAS, various district, county, state and other political subdivision elections may be or have been called to be held on November 5, 2024.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the governing body of the Marina Coast Water District hereby orders an election be called and consolidated with any and all elections also called to be held on November 5, 2024 insofar as said elections are to be held in the same territory or in territory that is in part the same as the territory of the Marina Coast Water District requests the Board of Supervisors of the County of Monterey to order such consolidation under Elections Code Section 10401 and 10403; and,

BE IT FURTHER RESOLVED AND ORDERED, that said governing body hereby requests the Board of Supervisors to permit the Monterey County Elections Department to provide any and all services necessary for conducting the election and agrees to pay for said services; and,

BE IT FURTHER RESOLVED AND ORDERED, that the Monterey County Elections Department conduct the election for the purpose of electing 2 Members to this Governing Board on the November 5, 2024 ballot:

<u>Seats Open</u>	<u>Office</u>	<u>Term</u>	<u>District</u>
Herbert Cortez	Director	4 Year	Marina Coast Water District
Thomas P. Moore	Director	4 Year	Marina Coast Water District

BE IT FURTHER RESOLVED AND ORDERED, that pursuant to Elections Code Section 13307 the Marina Coast Water District has resolved that all costs of the Candidate’s statement be paid by the candidate upon submission of Candidate’s statement, and that no candidate may submit a statement of over 200 words; and,

BE IT FURTHER RESOLVED AND ORDERED, in the event of a tie vote, the county elections official shall notify the governing body of the district thereof, and the governing body shall forthwith notify the candidates who have received the tie votes to appear before it either personally or by representative at a time and place designated by the governing body. The governing body shall, at that time and place, determine the tie by lot and the results thereof shall be declared by the governing body. The candidate so chosen shall qualify, take office and serve as though elected at the preceding general district election; and,

BE IT FURTHER RESOLVED AND ORDERED, that tie votes shall be determined by putting the candidate names in a container and having an independent person draw a name.

PASSED AND ADOPTED on May 20, 2024, by the Board of Directors of the Marina Coast Water District by the following vote:

Ayes: Directors _____

Noes: Directors _____

Absent: Directors _____

Abstained: Directors _____

Gail Morton, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2024-20 adopted May 20, 2024.

Remleh Scherzinger, Secretary

MONTEREY COUNTY ELECTIONS

1441 Schilling Place-North Building
Salinas, CA 93901

PO Box 4400
Salinas, CA 93912

831-796-1499 Phone
831-755-5485 Fax

MontereyCountyElections.us

elections@countyofmonterey.gov

Gina Martinez
Registrar of Voters

Jessica Cedillo
Assistant Registrar of Voters



April 24, 2024

Marina Coast Water District
Attention: Paula Riso, Executive Assistant
11 Reservation Road
Marina, CA 93933

RE: DOCUMENTS REQUIRED FOR NOVEMBER 5, 2024 – GENERAL ELECTION

In preparation for the November 5, 2024 General Election, please review the information below in completing and submitting required documents:

Required documents:

Deadline	Document	Notes
July 3, 2024 (125 days before the election)	Notice of Election	EC §§10509,10522, 10524
July 3, 2024 (125 days before the election)	Statement of Election Facts	Form enclosed
July 3, 2024 (125 days before the election)	District map showing boundaries and, if applicable, divisions	EC §10522 A map is required even if no changes have been made
August 9, 2024 (88 days before the election)	Adopted Resolution and Service Agreement	Resolution checklist enclosed

*Any city, school or special district that submits a measure or other contest for inclusion on a ballot at an election will include a current map of the territory subject to election. A rebuttable presumption exists that failure to submit a new current map will indicate that the boundaries used in the previous election for said jurisdiction (or specified jurisdiction) will be used for future elections.

Estimated Costs

To help your district budget for this election, the estimated cost for the November General Election is \$7.00 to \$10.00 per registered voter. Per Elections Code §10002, the district shall reimburse the county in full for the election services performed.

According to our records, the offices up for election include:

(2) Directors - 4 year term

Please feel free to contact me for more information at CabaccangG@countyofmonterey.gov or (831) 796-1486.

Sincerely,

Genesis Cabaccang
Elections Program Manager
Enclosures

STATEMENT OF ELECTION FACTS

FULL LEGAL NAME OF DISTRICT AS IT SHOULD APPEAR ON ALL ELECTION DOCUMENTS:

Marina Coast Water District

MAIL SHOULD BE ADDRESSED TO: Paula Riso TITLE: Executive Assistant

MAILING ADDRESS: 11 Reservation Road, Marina, CA 93933 TELEPHONE: 831-384-6131

FAX: 831-883-5995 E-MAIL: priso@mcwd.org WEBSITE: www.mcwd.org

MEMBERS OF THE GOVERNING BOARD

NAME	ADDRESS	DISTRICT WARD OR TRUSTEE (If applicable)	Member was elected by:	YEAR Term Ends	Full-term = 4yrs <i>OR</i> Short-term = 2yrs	IF THE MEMER WAS APPOINTED BY THE BOARD TO FILL A VACANCY, WHO <u>DID THIS MEMBER REPLACE?</u>
			1) ELECTED/AIL* <i>OR</i> 2) APPOINTED TO FILL A VACANCY			
Thomas P. Moore	3235 Isla Del Sol Way Marina, CA 93933		1) 11/3/2020	2024	Full	
Herbert Cortez	221 Mortimer Lane Marina, CA 93933		1) 11/3/2020	2024	Full	
Gail Morton	563 Figueroa Street Monterey, CA 93940		1) 11/8/2022	2026	Full	
Janet Shriner	3086 Sunset Ave Marina, CA 93933		1) 11/8/2022	2026	Full	
Brad Imamura	3006 Shorebird Pl Marina, CA 93933		1) 11/8/2022	2026	Full	

*AIL= Appointed-in-lieu of Election

Name of the Presiding Officer: Gail Morton
Print Name

Name of the Secretary: Remleh Scherzinger
Print Name

Check the box which applies to your district:

The District boundaries have changed since the last election. Enclosed is a new map to reflect those changes.

I declare that there have been no boundary changes since the November 2022 election.
Election Date

The limitation on the number of words in a candidate statement will be: 200 words 400 words

The entity charged for the candidate statement sent to each voter will be the: District Candidate

In case of a tie vote, the winner will be determined by: Lot Runoff election

Signature of Presiding Officer

Date

SERVICE AGREEMENT FOR THE PROVISION OF ELECTION
SERVICES BETWEEN MARINA COAST WATER DISTRICT AND
COUNTY OF MONTEREY DEPARTMENT OF ELECTIONS
NOVEMBER 5, 2024

This Agreement, entered into this _____ day of _____ 2024, by and between Marina Coast Water District and County of Monterey Department of Elections (hereinafter referred to as the Department);

WHEREAS, it is necessary and desirable that the Department be retained for the purpose of conducting an election hereinafter described for the Marina Coast Water District (hereinafter referred to as the District);

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

SERVICES TO BE PERFORMED BY THE DISTRICT:

- 1) No later than the 123rd day prior to the election the District shall submit a board approved resolution which requests the County of Monterey Department of Elections to conduct an election for the District on **NOVEMBER 5, 2024** and requesting election related services of the Department.
- 2) The District shall submit to the Department in writing the exact number of offices to be voted on and/or the exact ballot wording to be voted by no later than the 88th day prior to the election, or by the 83rd day prior to the election if Elections Code §§ 10510, 10515, and 10516 are applicable.
- 3) The District shall prepare and deliver to the Department the Voter Guide information containing, as applicable, the ballot measure and tax rate statements. The last day for the submission of primary arguments (300 words) and impartial analysis shall be no later than **AUGUST 15, 2024**. The last day for the submission of rebuttal arguments (250 words) is **AUGUST 22, 2024**.

- 4) The District shall be responsible for reviewing and approving the language of the sample ballot and official ballot wording for candidates and measures.

SERVICES TO BE PERFORMED BY THE DEPARTMENT:

- 1) The Department shall publish the Notice of Election and the Notice to File Declarations of Candidacy for the District offices to be voted on, and/or the Notice to File Arguments for or against any measure.
- 2) The Department shall select and contract with the sample and official ballot printer(s) on behalf of the District.
- 3) The Department shall prepare and deliver to the printer the official ballot information.
- 4) The Department shall issue, receive, and process all ballots on behalf of the District matters.
- 5) The Department shall procure all necessary and appropriate polling place locations, hire polling place workers, and conduct the election in accordance with all applicable state, federal and local laws.
- 6) The Department shall prepare a Canvass of Votes Cast and submit a Certificate of Registrar of Voters to the District regarding the District matters.
- 7) The Department shall conduct other various and miscellaneous election activities as required including but not limited to all those required as the District's Election Official other than those described under "Services to be Performed by the District".

TERMS:

This Agreement shall be in effect for the performance of all services incident to the preparation and conduct of the election to be held on **NOVEMBER 5, 2024**.

The parties will use best efforts to perform services herein. However, in the event the Department is unable to perform services required under this Agreement that are beyond their control, including an employee strike, vendor conditions, natural disasters, war, or other similar conditions, the Department will be relieved of all obligations under this Agreement. The Department will provide reasonable notice, if practical, of any conditions beyond their control, including notice at least 60 days prior to **NOVEMBER 5, 2024** of vendor conditions affecting the election services. In the event a vendor does not perform, the Department will attempt to obtain substitute services.

CONSIDERATION:

In consideration of the performance of services and supplies provided by the Department, the District shall pay to the Department a sum equal to the actual cost of such services, expenses, and supplies related to the work performed on behalf of District. In the event that this Agreement is terminated prematurely, the District shall pay to the Department a sum equal to the actual cost of such services performed or supplies/expenses incurred as of the effective date of the termination.

The District shall make payment within 30 days of receipt of invoice from the Department.


DISTRICT:

Signature: _____ Date: _____

Print Name: _____

Title: _____

COUNTY:

Signature:  _____ Date: 04/23/2024

Print Name: Gina Martinez

Title: County of Monterey, Registrar of Voters

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 12-A

Meeting Date: May 20, 2024

Prepared By: Mary Lagasca, CPA

Approved By: Remleh Scherzinger, PE

Agenda Title: Consider the Introduction and First Reading of Ordinance No. 63 to Adopt New District Rates, Fees & Charges for the Marina Coast Water District Service Area

Staff Recommendation: The Board of Directors consider the introduction and first reading of Ordinance No. 63 to adopt new District Rates, Fees & Charges for the Marina Coast Water District Service Area.

Background: *Strategic Plan, Strategic Goal 3.1 – Five-Year Financial Plan and Rate Study – 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 and in environmentally sensitive manner.*

The District’s rate schedule, established following a comprehensive study in 2018, covered various fees and charges through fiscal year 2023. On April 29, 2024, the Board adopted Resolution No. 2024-17 approving the 2024 Five-Year Water, Wastewater and Recycled Water Financial Plan and Rate Study. The Board also approved a Prop 218 notification of proposed rate increases to be mailed by May 3, 2024 and set the Prop 218 public hearing date for Monday, June 17, 2024 at 6:00 p.m.

Discussion/Analysis: The Board is requested to conduct the first reading of Ordinance No. 63 as the next step in approving new water, wastewater rates, recycled water, fees and charges for the Marina Water and Ord Water service areas.

Under the ordinance process for codifying rates, fees, and charges for Ord and Marina, the District is required to conduct first and second readings of the proposed ordinance, set a public hearing date on the proposed changes in rates, fees, and charges, and publish the ordinance in the local newspaper.

Environmental Review Compliance: None required

Legal Counsel Review: District counsel reviewed the transmittal and draft Ordinance.

Climate Adaptation: Not applicable.

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

Other Considerations: None.

Material Included for Information/Consideration: Draft Ordinance No. 63.

Action Required: ___ Resolution ___ X Motion ___ Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____

Abstained _____

Noes _____

Absent _____

MARINA COAST WATER DISTRICT

ORDINANCE NO. 63

AN ORDINANCE AMENDING SECTIONS 6.08.010, 6.08.020, 6.08.030, 6.08.040, 6.08.050, 6.08.060, 6.08.080, 6.08.090, 6.08.100, 6.08.110, 6.12.020, 6.12.030, 6.12.040, 6.12.050, AND 6.16.010 OF THE DISTRICT CODES
CHANGING RATES, FEES AND CHARGES FOR WATER AND SEWER SERVICES
FOR THE MARINA COAST WATER DISTRICT SERVICE AREA

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

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

Section 2. Findings.

A. This ordinance is considered for action by the Board of Directors at a regularly scheduled and noticed meeting. The agenda was posted in accordance with County Water District law with opportunity for public review in advance of the meeting and public comment during consideration of the ordinance by the Board. The District has complied with publication, notice and hearing requirements of Section 6 of Article XIID of the California Constitution and Section 31105 of the California Water Code.

B. The District Code establishes, among other things, water consumption charges, minimum monthly charges, monthly sewer charges, various service charges, and water and sewer capacity charges for the District's customers. Based on the recommendations of the District's General Manager and engineering and financial advisors, and the 2024 5-Year Water, Wastewater and Recycled Water Financial Plan and Rate Study adopted by the Board of Directors on April 29, 2024, revised rates, fees, and charges are necessary to meet operating and capital expenses for sound operation of the District in accordance with Water Code Section 31007 and to enable the District to provide continued water and sewer service within the District's Central Marina service area.

C. The District's legal counsel advises, and the Board finds, that adoption of this ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code Section 21080(b)(8) and Section 15273 of the State CEQA Guidelines codified at 14 CCR §15273 because this ordinance pertains to adoption of rates, fees and charges necessary to maintain services within the District's existing service area.

D. The rates, fees and charges adopted by this ordinance will not exceed the estimated reasonable costs of providing the services for which the rates, fees or charges are imposed and will not exceed the proportional cost of the service attributable to the parcel receiving the service.

Section 3. Purpose of Ordinance. The purpose of this Ordinance is to revise charges for water and wastewater services for the District's service area. This Ordinance amends Sections 6.08.010, 6.08.020, 6.08.030, 6.08.040, 6.08.050, 6.08.060, 6.08.080, 6.08.090, 6.08.100, 6.08.110, 6.12.020, 6.12.030, 6.12.040, 6.12.050 and 6.16.010 of the District Code.

Section 4. Monthly water rates and charges Section 6.08.010 of the District Code is amended to read as follows:

6.08.010 Monthly water rates and charges.

Water rates and charges shall be fixed by the board of directors from time to time and set forth by ordinance or by resolution at the discretion of the board of directors. If such water rates and charges are adopted by resolution, then the resolution shall state which sections or parts of the District Code is replacing.

Section 5. Water meter connection fee. Section 6.08.020 (A) of the District Code is amended to read as follows:

6.08.020 Water meter connection fee.

A. New meters. Applicant shall provide tapping and water service piping and vault. The district will install the meter in applicant-furnished vault.

Meter size	Meter charge
¾"	\$610.00
1"	\$700.00
1½"	\$790.00
2"	\$1,220.00
3" and larger	Actual direct and indirect cost to district, advance payment to be based on estimated cost.

Effective July 1, 2024, the price will be subject to an annual adjustment based on the percentage change in the Consumer Price Index (CPI) from February of the prior year to February of the current year. This adjustment will occur annually from July 1 through July 1, 2028.

Section 6. Temporary Water Service. Section 6.08.030 (F) of the District Code is hereby amended to read as follows:

6.08.030 Temporary water service.

F. The applicant shall be responsible for district equipment utilized for this purpose and the necessary repair or replacement costs shall be deducted from the applicant's deposit. The applicant is responsible for returning the district equipment and closing the account promptly after the job is complete. If a meter is not returned promptly, the district shall deduct the cost of replacing the meter from the applicant's deposit.

The temporary water fees for Marina and Ord Water shall be as follows:

Fee	Charges (Effective August 1, 2024)
Gate Valve/Meter Deposit	\$813
Minimum Water Consumption Deposit	\$1,372
Set/remove hydrant	Actual Cost
Relocate meter per occurrence	Actual Cost
Meter set, other than fire hydrant	Actual Cost
Minimum monthly service charge	\$123

Effective July 1, 2024, the price will be subject to an annual adjustment based on the percentage change in the Consumer Price Index (CPI) from February of the prior year to February of the current year. This adjustment will occur annually July 1 through July 1, 2028.

Section 7. Repair, replacement and maintenance of hydrants. Section 6.08.040 (A) and (C) of the District Code is hereby amended to read as follows:

6.08.040 Repair, replacement and maintenance of hydrants.

A. Private customers who desire to have the district maintain and repair fire hydrants on private property shall enter into an agreement with the district for that purpose.

Said agreement will in general:

1. Authorize the district to access the property to perform such services;
2. Require the customer to pay the district for all costs incurred in entering into and providing such services;
3. Require a deposit of \$600 at time of execution of the agreement;
4. Require protection by bollards or guard posts should a hydrant be repeatedly damaged. The district may also require that the hydrant be relocated to a less vulnerable location. Such relocation or protection will be paid for by the customer and will be subject to the approval of the local fire protection agency;
5. Limit the liability of the district for loss or damage resulting from the district providing such services to loss or damages resulting from the district's sole negligence in performing such services.

C. Public customers who desire to have the district maintain and repair fire hydrants under the public customer's jurisdiction may have the district provide such service by entering into an agreement to do so and by paying the fees indicated below. Such fees shall cover all costs incurred by the district in providing such maintenance and repair service.

Type of connection	Monthly charge per hydrant
Single/double outlet, all sizes main	\$24.00 per month

Effective July 1, 2024, the price will be subject to an annual adjustment based on the percentage change in the Consumer Price Index (CPI) from February of the prior year to February of the current year. This adjustment will occur annually July 1 through July 1, 2028.

Section 8. Cross-connection control permit. Section 6.08.050 of the District Code is hereby amended to read as follows:

6.08.050 Cross-connection control permit.

Permit fees are as follows:

First backflow prevention device	\$132.00 per year
Each additional backflow prevention device	\$88.00 per year

Effective July 1, 2024, the price will be subject to an annual adjustment based on the percentage change in the Consumer Price Index (CPI) from February of the prior year to February of the current year. This adjustment will occur annually July 1 through July 1, 2028.

Section 9. Fixed monthly service charges Section 6.08.060 of the District Code is hereby amended to read as follows:

6.08.060 Fixed monthly service charges:

The fixed monthly water charges for Marina Water shall be as follows:

Meter Size	Charges (Effective August 1, 2024)	Charges (Effective July 1, 2025)	Charges (Effective July 1, 2026)	Charges (Effective July 1, 2027)	Charges (Effective July 1, 2028)
5/8" & 3/4"	\$42.29	\$50.75	\$60.90	\$65.77	\$71.03
1"	\$65.06	\$78.07	\$93.69	\$101.18	\$109.28
1.5"	\$122.01	\$146.41	\$175.69	\$189.75	\$204.93
2"	\$190.34	\$228.41	\$274.09	\$296.02	\$319.70
3"	\$372.56	\$447.07	\$536.49	\$579.41	\$625.76
4"	\$577.55	\$693.06	\$831.67	\$898.21	\$970.06
6"	\$1,146.99	\$1,376.39	\$1,651.67	\$1,783.80	\$1,926.50
8"	\$1,830.31	\$2,196.37	\$2,635.65	\$2,846.50	\$3,074.22
10"	\$3,196.95	\$3,836.34	\$4,603.61	\$4,971.90	\$5,369.65
12"	\$4,791.37	\$5,749.64	\$6,899.57	\$7,451.54	\$8,047.66

The fixed monthly water charges for Ord Water shall be as follows:

Meter Size	Charges (Effective August 1, 2024)	Charges (Effective July 1, 2025)	Charges (Effective July 1, 2026)	Charges (Effective July 1, 2027)	Charges (Effective July 1, 2028)
5/8" & 3/4"	\$52.34	\$57.57	\$63.33	\$67.13	\$71.16
1"	\$78.61	\$86.47	\$95.12	\$100.83	\$106.87
1.5"	\$144.31	\$158.74	\$174.62	\$185.09	\$196.20
2"	\$223.14	\$245.45	\$270.00	\$286.20	\$303.37
3"	\$433.35	\$476.69	\$524.35	\$555.81	\$589.16
4"	\$669.85	\$736.84	\$810.52	\$859.15	\$910.70
6"	\$1,326.78	\$1,459.46	\$1,605.40	\$1,701.73	\$1,803.83
8"	\$2,115.09	\$2,326.60	\$2,559.26	\$2,712.81	\$2,875.58
10"	\$3,691.72	\$4,060.89	\$4,466.98	\$4,735.00	\$5,019.10
12"	\$5,531.12	\$6,084.23	\$6,692.66	\$7,094.21	\$7,519.87

Section 10. Private fire service. Section 6.08.080 of the District Code is hereby amended to read as follows:

6.08.080 Private fire service.

The monthly charges for Marina Water private fire service shall be as follows:

Meter Size	Meter Charges (Effective August 1, 2024)
1"	\$2.07
1.5"	\$6.01
2"	\$12.82
2.5"	\$23.04
3"	\$37.23
4"	\$79.33
6"	\$230.45
8"	\$491.08

The monthly charges for Ord Water private fire service shall be as follows:

Meter Size	Meter Charges (Effective August 1, 2024)
1"	\$2.97
1.5"	\$8.65
2"	\$18.45
2.5"	\$33.16
3"	\$53.56
4"	\$114.13
6"	\$331.51
8"	\$706.48

Effective July 1, 2024, the price will be subject to an annual adjustment based on the percentage change in the Consumer Price Index (CPI) from February of the prior year to February of the current year. This adjustment will occur annually July 1 through July 1, 2028.

For the purposes of Section 6.08.080, regarding the monthly fire service fees for the Ord and Marina service areas, the term "meter size" means the size of the backflow prevention check valve installed on the private fire service lateral and does not mean the size of the detector by-pass meter. If the customer or property owner can show the district, to the satisfaction of the district engineer, that the pipe after the check valve is of a different size than the check valve, then the district can adjust the monthly fire service fee in accordance with the pipe size.

Section 11. Capacity charges for new or modified potable and recycled water service connections. Section 6.08.090 (A) of the District Code is hereby amended to read as follows:

6.08.090 Capacity charges for new or modified potable and recycled water service connections.

- A. The water capacity charge for each equivalent dwelling unit ("EDU", as defined in Section 1.04.010) shall be as follows:

Marina Water service area \$6,800.00 per EDU.

Ord Water service area \$13,900.00 per EDU.

- B. The capacity charges adopted by this code shall each year, commencing on July 1, 2003, and continuing thereafter on each succeeding July 1st, be adjusted by an increment based on the change in the Engineering News Record 20-City Average Construction Cost Index over the prior year, using the index published for the first quarter of the calendar year, and rounded to the nearest twenty-five dollars. The board may, by resolution adopted before the effective date of any annual adjustment, determine that such adjustment shall not be effective for the next succeeding year, or that the adjustment shall be some other amount within the ranges set forth in this code.

[Note: The adjustments to the water capacity charges in "A" are in accordance with "B" which was previously adopted in Ord. 37]

Section 12. Water consumption rates. Section 6.08.100 (A) of the District Code is hereby amended to read as follows:

6.08.100 Water consumption rates.

- A. Water consumption by District Customers shall be measured in units of one hundred cubic feet (seven hundred forty-eight gallons). The quantity charge for water consumption per one hundred cubic feet (HCF) shall be as follows for each service area:

For Marina Water:

Single Family Consumption Charge	Charges (Effective August 1, 2024)	Charges (Effective July 1, 2025)	Charges (Effective July 1, 2026)	Charges (Effective July 1, 2027)	Charges (Effective July 1, 2028)
Tier 1	\$4.36 per hcf	\$5.23 per hcf	\$6.28 per hcf	\$6.78 per hcf	\$7.32 per hcf
Tier 2	\$7.00 per hcf	\$8.40 per hcf	\$10.08 per hcf	\$10.89 per hcf	\$11.76 per hcf
Multi-Family and Non-Residential Consumption Charge					
Multi-Family and Non-Residential Consumption Charge	Charges (Effective August 1, 2024)	Charges (Effective July 1, 2025)	Charges (Effective July 1, 2026)	Charges (Effective July 1, 2027)	Charges (Effective July 1, 2028)
Uniform Rate	\$4.64 per hcf	\$5.57 per hcf	\$6.68 per hcf	\$7.22 per hcf	\$7.79 per hcf

For Ord Water:

Single Family Consumption Charge	Charges (Effective August 1, 2024)	Charges (Effective July 1, 2025)	Charges (Effective July 1, 2026)	Charges (Effective July 1, 2027)	Charges (Effective July 1, 2028)
Tier 1	\$6.79 per hcf	\$7.47 per hcf	\$8.22 per hcf	\$8.71 per hcf	\$9.23 per hcf
Tier 2	\$10.37 per hcf	\$11.41 per hcf	\$12.55 per hcf	\$13.30 per hcf	\$14.10 per hcf
Multi-Family and Non-Residential Consumption Charge					
Multi-Family and Non-Residential Consumption Charge	Charges (Effective August 1, 2024)	Charges (Effective July 1, 2025)	Charges (Effective July 1, 2026)	Charges (Effective July 1, 2027)	Charges (Effective July 1, 2028)
Uniform Rate	\$7.30 per hcf	\$8.03 per hcf	\$8.83 per hcf	\$9.36 per hcf	\$9.92 per hcf

Section 13. Water shortage surcharge. Section 6.08.110 of the District Code is hereby amended to read as follows:

6.08.110 Water shortage surcharge.

The Water Shortage Surcharges are designed to temporarily modify the then-current water consumption charges during water shortage emergencies and droughts. The Water Shortage Surcharge does not affect the fixed Service Charge. The proposed Water Shortage Surcharges are designed to only go into effect and in the amount of each of the respective Water Shortage Contingency Plans (WSCP) for Marina Water and Ord Water, which define water usage reduction targets by various stages and as determined by the MCWD Board. The analysis for both Services Areas define:

- 1) The water usage reduction goals by water shortage stage.
- 2) The estimated water use reduction during each respective stage.
- 3) The estimated changes in rate revenue for each respective stage.
- 4) The estimated changes in expenditures for each respective stage.

- 5) The proposed Water Shortage Surcharge by stage (expressed as a percent increase to the water consumption charges.
- 6) The proposed reduction in capital spending by stage.
- 7) The anticipated financial deficit that will occur by stage (after accounting for the mitigating measures.

Each of the above steps are detailed in the respective subsections below.

Water Shortage Surcharge by Drought Stage for Marina and Ord
(percentage increase applied to Consumption Charges only)

Stage 1	Stage 2	Stage 3	Stage 4	Stage 5
0%	10%	20%	30%	40%

Section 14. Capacity charges for new or modified sewer service connections. Section 6.12.020 (A) and (B) of the District Code is hereby amended to read as follows:

6.12.020 Capacity charges for new or modified sewer service connections.

- A. The collection system capacity charge for residential and equivalent dwelling units ("EDU", as defined in Section 1.04.010) shall be as follows:
 Marina service area \$2,650.00 per EDU.
 Ord service area \$3,575.00 per EDU.
- B. Connector element: \$1,080 per EDU, charged only to properties which will be served by facilities not considered in the adopted facilities plan and which must be constructed by the district.
- C. The capacity charges adopted by this code shall each year, commencing on July 1, 2003, and continuing thereafter on each succeeding July 1st, be adjusted by an increment based on the change in the Engineering News Record 20-City Average Construction Cost Index over the prior year, using the index published for the first quarter of the calendar year, and rounded to the nearest twenty-five dollars. The board may, by resolution adopted before the effective date of any annual adjustment, determine that such adjustment shall not be effective for the next succeeding year, or that the adjustment shall be some other amount within the ranges set forth in this code.

[Note: The adjustments to the capacity charges in "A" are in accordance with "C" which was previously adopted in Ord. 37]

Section 15. Industrial waste discharge permit. Section 6.12.030 of the District Code is hereby amended to read as follows:

6.12.030 Industrial waste discharge permit.

The industrial waste discharge permit charge is \$132 per year.

Section 16. Capacity charge for new and modified sewer service connection. Section 6.12.040 of the District Code is hereby amended to read as follows:

6.12.040 Capacity charge for new and modified sewer service connection.

Table 6.12.040 summarizes the sewer collection system charge.

Table 6.12.040 SEWER CAPACITY CHARGES					
Residential Units					
Marina service area sewer collection system capacity charge \$2,650 per EDU. Ord service area sewer collection system capacity charge \$3,575 per EDU.					
The per unit charge for single-family residential connection is 1 EDU.					
The per unit charge for multiple dwelling, condominium, trailer space, or mobile home is 0.8 EDU. For example, 5 multiple dwelling units equals four (4) EDU's for a capacity fee of \$10,600 when the capacity charge per EDU is \$2,650 in the Marina service area or \$14,300 when the capacity charge per EDU is \$3,575 in the Ord service area.					
Nonresidential Units					
Sewer collection system capacity charge—Based on fixture units as defined in the Uniform Plumbing Code per structure.					
Fixture units are to be assigned based on ultimate plumbing fixtures per approved building plans, regardless of number of fixtures initially installed.					
Each nineteen fixture units are equivalent to one equivalent dwelling unit (EDU).					
A hotel/motel unit is nonresidential.					
The sewer collection system capacity charge is collected at the ratio of one EDU per each nineteen fixture units. For example, twenty-three fixture units equals one point two one (1.21) EDU's for a capacity fee of \$3,207 when the capacity charge per EDU is \$2,650 in the Marina service area or \$4,326 when the capacity charge per EDU is \$3,575 in the Ord service area.					
Each nonresidential connection is a minimum of one EDU.					

Section 17. Wastewater collection rates Section 6.12.050 of the District Code is hereby amended to read as follows:

6.12.050 Wastewater collection rates.

Wastewater collection rates for all classes of customers within the District shall be as follows per month per equivalent dwelling unit (EDU), calculated using the table of user classifications and wastewater demand factors set forth in Appendix D of this code.

Marina Sewer Schedule of Rates

Sewer Charges	Charges (Effective August 1, 2024)	Charges (Effective July 1, 2025)	Charges (Effective July 1, 2026)	Charges (Effective July 1, 2027)	Charges (Effective July 1, 2028)
Fixed Monthly Charges (per EDU)	\$9.45	\$10.87	\$12.50	\$13.75	\$15.13
Flow-Based Charges (per hcf)	\$1.85	\$2.13	\$2.45	\$2.70	\$2.97

Ord Sewer Schedule of Rates

Sewer Charges	Charges (Effective August 1, 2024)	Charges (Effective July 1, 2025)	Charges (Effective July 1, 2026)	Charges (Effective July 1, 2027)	Charges (Effective July 1, 2028)
Fixed Monthly Charges (per EDU)	\$20.55	\$21.37	\$22.22	\$23.11	\$24.03
Flow-Based Charges (per hcf)	\$4.02	\$4.18	\$4.35	\$4.52	\$4.70

Section 18. Charges for services common to water and sewer service Section (A), (B) and (C) 6.16.010 of the District Code is hereby amended to read as follows:

6.16.010 Charges for services common to water and sewer service.

A. Plan review.

1. The district shall require a fee of \$350 before undertaking a plan review/water conservation review for all existing residential modifications or additions and \$700 for all existing commercial modifications or additions. The district shall require a fee of \$875 before undertaking a plan review for a small project. For a large project, the district shall require a fee of \$875, plus an additional cost as determined by the district engineer, in order to recover the district's actual costs incurred for inspections, plan checks, administrative and legal costs. The applicant shall be advised before the additional cost is incurred and shall be given the option of withdrawing the plans or being billed for the additional cost.
2. The review is intended to provide: (a) an assessment of the proposed connection(s), and (b) an estimate of the development's impact on the district's facilities, (c) an estimate of fire flow rates in the vicinity of the project, and (d) a projection of the project's potential contribution to connection fees or reimbursement agreements.

B. Construction inspection.

1. The district shall require a deposit before undertaking a construction inspection check review of a proposed development. The fee shall be \$875 for a large project, and \$700 for a small project. A small project is defined as a single-family residence, duplex, etc. that is connecting to an existing main, with minimal on-site piping. A large project is defined as a subdivision, an apartment complex, a commercial development, or other project larger than a single-family home. If the construction inspection costs more than the fee, the applicant shall be advised before the additional cost is incurred and shall be given the option of withdrawing the plans or being billed for the additional cost.
2. The applicant will submit actual construction bid data. The submitted data shall be in a unit cost format and shall be certified by both the contractor and the applicant as being the actual costs incurred in furnishing and installing the water and sewer facilities. The water and sewer construction costs must be reviewed and accepted by the district.
3. The applicant shall deposit the appropriate inspection fee with the district at the time that permits are issued. The district will charge expenses incurred in inspecting the

project against this account. Should the district incur costs in excess of the amount deposited, the developer will be required to make additional deposits.

C. Permit fees. Each water service or sewer lateral: \$88.

Section 19. Requirements for Rates, Fees and Charges. The rates, fees and charges adopted by this ordinance shall not exceed the reasonably estimated costs of providing the services for which the rates, fees or charges are imposed.

Section 20. Effective Date. All sections of this Ordinance pertaining to water service rates, fees, and charges shall be in full force and effect thirty (30) days from and after the date of adoption. All sections of this Ordinance pertaining to wastewater service rates, fees, and charges shall be in full force and effect immediately upon adoption in accordance with section 31105(a) of the California Water Code.

Section 21. Publication and Posting. Within 10 days after adoption, the district shall publish, in a newspaper published in Monterey County and circulated within the district, a summary of this ordinance with the names of those directors voting for and against adoption, and shall post in the district office a certified copy of the full text of this ordinance as adopted along with the names of those directors voting for and against adoption.

Section 22. Notice of Exemption Notice of Determination. The Secretary is authorized and directed to give due notice of exemption of this ordinance from the provisions of CEQA, pursuant to Title 14 California Code of Regulations section 15062.

Section 23. Existing Charges. Existing rates, fees and charges in effect when this ordinance is adopted shall remain in effect unless specifically changed by this ordinance.

Section 24. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional or invalid, or superseded by some other provision of law, such provisions shall be severed from and shall not affect the validity of the remaining provisions of this ordinance. The Board hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any other part thereof be unconstitutional or invalid, or superseded by some other provision of law. The parts of this ordinance which are not unconstitutional, invalid, or superseded shall remain in full force and effect and shall be enforced according to their terms.

Section 25. Interpretation. Words and phrases used in this ordinance shall be read conjunctively with and shall have the same meaning as in prior district ordinances and the district Code, unless specifically changed by this ordinance or unless the context requires some other construction. If there is any inconsistency between this ordinance and prior provisions, this ordinance shall control.

Section 26. Annual Modification of Rates and Charges. All rates, fees and charges specified in this ordinance are the maximum amounts that may be imposed by the District for the applicable time period. The Board of Directors as part of its review and adoption of the annual District budget may determine by resolution to impose less than the applicable rate, fee or charge set forth in this ordinance for all or a portion of time period covered by that District budget.

On motion of _____, seconded by _____, the foregoing Ordinance is enacted and shall take effect on August 1, 2024 by the following roll call of the Board:

Ayes: _____

Nays: _____

Absent: _____

Abstained: _____

By: _____
Gail Morton, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned hereby certifies that the foregoing Ordinance was adopted and approved by the Board of Directors at their regular meeting on June 17, 2024.

Remleh Scherzinger, Secretary

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 13-A

Meeting Date: May 20, 2024

Prepared By: Mary Lagasca, CPA

Approved By: Remleh Scherzinger PE

Agenda Title: Receive Presentation on the Proposed FY 2024-2025 District Budget and Provide Direction Regarding Preparation of the Final Budget Documents

Staff Recommendation: The Board of Directors receive the presentation on the proposed District budget for FY 2024-2025 and provide direction to staff regarding the preparation of the final budget documents.

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

On February 20, 2024 staff set the date for the FY 2024-2025 Budget Workshop for April 22, 2024. However, due to the five-year rate study and staff updates to the capital improvement program, the workshop was rescheduled to May 20, 2024. Initial budget figures were presented and discussed with the Budget & Engineering Committee on April 2, 2024 and May 14, 2024, in preparation for the May 20th Budget Workshop.

Discussion/Analysis: The Proposed FY 2024-2025 District Budget was distributed to the Board on May 16, 2024, for review in preparation for the budget workshop. The budget document is in an updated format which provides the reader with more information on the items presented in the budget while consolidating the information from individual line-items to categories which is more in line with industry standards. Edits and further revisions are anticipated based on discussions by the Board of the Proposed Budget.

Environmental Review Compliance: None required.

Legal Counsel Review: None required.

Climate Adaptation: Not applicable.

Financial Impact: Yes No

Funding Source/Recap: None

Other Considerations: None.

Materials Included for Information/Consideration: Proposed FY 2024-2025 Budget Document dated May 16, 2024 and Budget Workshop Tables, provided separately.

Action Required: Resolution Motion Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

TABLE 1: Historical Budget Comparison

FY 24/25 Budget Comparison	22/23 Actuals (\$)	23/24 Budget (\$)	23/24 Est Actuals (\$)	24/25 Proposed (\$)	Bud vs Bud % Change	Comments/Notes
Revenue						
1 Water Sales	12,227,906	15,658,313	12,148,779	15,363,500	-2%	} Basis for water, sewer & recycled water sales is the 2024 Rate Study Financial Plan
2 Sewer Sales	5,091,220	5,450,086	4,807,520	6,047,000	11%	
3 Recycled Water Sales	529,370	1,363,059	1,406,022	1,732,327	27%	
4 Developer Fees	885,430	850,000	911,566	770,000	-9%	
5 Water Source Fees	874,969	874,969	874,969	1,073,659	23%	GSA is charging the other water funds \$300/AF
6 Other Fees and Charges	820,349	1,045,937	975,394	990,000	-5%	See details Table 2
7 Capacity Fee/Capital Surcharge	13,476,786	9,811,413	3,912,222	4,631,000	-53%	Based on anticipated development; see Table 4
8 Interest	875,108	870,210	1,292,923	930,400	7%	
9 Other Revenue	3,625,883	650,099	940,090	939,234	44%	See details Table 2
10 SRF Loan Proceeds	-	1,000,000	1,211,544	-	-100%	Last SRF grant reimbursement was on FY24
11 2019 COP Proceeds	6,835,909	4,770,829	4,770,829	-	-100%	Expected to exhaust entire 2019 Bond in FY24
12 Bldg Removal Fund		978,000		916,000	-6%	CIP Funding
13 Future Grant	2,502,599	16,200,000	484,007	17,787,000	10%	CIP Funding
14 2024 Bond (\$20M)	-	11,428,171	-	7,398,000	-35%	CIP Funding
Total Revenue	47,745,530	70,951,086	33,735,865	58,578,120	-17%	
Expenses						
15 Salaries & Benefits	7,249,536	9,234,764	7,577,952	10,085,056	9%	10% increase per new MOU
16 Department Expense	13,468,155	13,034,193	12,569,852	15,211,474	17%	See details Table 3
17 Interest Expense	2,558,451	2,041,150	2,024,909	1,964,688	-4%	
18 Franchise & Admin Fees	199,250	50,000	53,141	-	-100%	No more franchise fees
19 Capital Improvement Projects	8,279,873	38,369,000	6,256,406	38,864,000	1%	See details on Table 6 & 7
20 Capital Equipment	941,099	554,400	507,900	812,594	47%	See details on Table 5
21 Principal Debt Service	1,786,384	1,937,500	1,948,892	1,999,470	3%	Based on debt service schedule
22 Transfer To Capital Replacement Reserve	600,000	3,640,000	3,640,000	1,820,000	-50%	
23 Transfer To/ (From) Reserves,Net	12,662,781	2,090,079	(843,187)	(12,179,162)	-683%	Deficit due to Capacity Funded CIP's dipping into reserves
Total Expenses	47,745,530	70,951,086	33,735,865	58,578,120	-17%	

TABLE 2: Revenue Supporting Breakdown

Other Fees and Charges Breakdown

	22/23 Actuals (\$)	23/24 Budget (\$)	23/24 Est Actuals (\$)	24/25 Proposed (\$)	Bud vs Bud % Change
Meter Fees	139,064	281,320	228,470	229,000	-19%
Plan Check/Permit Fees	40,320	32,000	52,350	52,000	63%
Backflow Revenue	59,216	52,500	50,045	54,000	3%
Fire System Charge	418,883	460,117	436,069	445,000	-3%
Late Charge/Penalty	162,867	220,000	208,460	210,000	-5%
Total Other Fees and Charges	820,350	1,045,937	975,394	990,000	-5%

Comments/Notes

Other Charges Breakdown

	22/23 Actuals (\$)	23/24 Budget (\$)	23/24 Est Actuals (\$)	24/25 Proposed (\$)	Bud vs Bud % Change
Gain/Loss on Asset Sales	6,033	-	-	-	0%
Donations From Other Agencies	2,788,481	-	-	-	0%
Lease Revenue (Amortization)	200,783	315,320	315,320	315,320	0%
Armstrong Ranch Rental Revenue	-	3,921	-	-	-100%
BLM Rental Revenue	316,293	-	318,237	317,000	0%
Deferred Revenue - 2019 Bond	67,489	67,489	67,489	67,489	0%
Wheeling Charge	35,972	37,044	37,055	38,000	3%
Deferred Revenue - 2015 A Bond	136,325	136,325	136,325	136,325	0%
Insurance Refund/Property Claims	25,403	-	-	-	0%
Other Income	49,105	90,000	65,664	65,100	-28%
Total Other Charges	3,625,884	650,099	940,090	939,234	44%

Comments/Notes

BLM Rental Revenue should have been budgeted in FY24

TABLE 3: Breakdown Department Expense

Department Expense	22/23 Actuals (\$)	23/24 Budget (\$)	23/24 Est Actuals (\$)	24/25 Proposed (\$)	Bud vs Bud % Change	Comments/Notes
Administration	12,667,663	8,911,887	9,849,822	9,504,747	7%	See Notes below
Operations & Maintenance	2,017,526	3,175,130	2,676,699	3,312,172	4%	See Notes below
Laboratory	79,877	101,424	88,380	103,650	2%	
Conservation	145,874	232,250	155,066	239,500	3%	
Engineering	874,842	1,716,651	1,294,566	1,972,293	15%	Has developer expenses which are reimbursable
Water Resources	440,076	988,000	583,369	2,043,800	107%	Includes \$1M in GSA Grant Funds; Otherwise 3% inc
Total Department Expense	16,225,858	15,125,342	14,647,902	17,176,162	14%	

Notes:

Administration

- Increase in Insurance Cost - 63% increase (FY23 Actual vs FY24 Actual)
 - 68% increase (FY24 Budget to FY25 Budget)
- Modular Rental for Ord Office - \$94K - not budgeted in FY24
- Legal Fees - expected to go over budget by 32% in FY24 (\$2.5M FY 24 Budget vs \$3.3M FY24 Est. Actual)
- Reduce bank and administration fees - by negotiating zero account analysis fee from Mechanics Bank (\$40K savings)
 - passing credit card convenience fee to customers (\$100K)

Operations & Maintenance

- increase in PG&E costs - 26% increase (FY23 Actual vs FY24 Actual)
 - 32% increase (FY24 Budget to FY25 Budget)

TABLE 4: Anticipated Development

FY24 Anticipated Development			
Ord	Units	Constructed	Did Not Start
Enclave	40	40	
Sea Haven	120	120	
Lightfighter Village	71		71
Dunes Apartments	142	96	46
East Garrison Apartments	70	70	
Dunes Promenade	12		12
Dunes 2 West	68		68
Campus Town	40		40
Home2 Suites	105	105	
Total	668	431	237
		65%	
Marina			
Abdy Way	18	18	35
Marina Station	35	12	
ADU's	12		
Total	65	30	35
		46%	

FY25 Anticipated Development	
Ord	Units
Enclave 3	30
Sea Haven 4	100
Sea Haven Townhomes	24
Lightfighter Village	64
Dunes 1B Rooftops	97
Dunes 1B Commercial	6
Dunes 2 West	68
ADU's	15
Campus Town	12
Total	416

TABLE 5: Capital Equipment

FY25 Capital Equipment

	22/23	23/24	23/24	24/25	Bud vs Bud
	Actuals (\$)	Budget (\$)	Est Actuals (\$)	Proposed (\$)	% Change
District Wide					
Vehicles	179,432.31	246,500.00	200,000.00	276,594.00	12%
O&M Equipment	761,667.22	307,900.00	307,900.00	536,000.00	74%
Total Capital Equipment	941,099.53	554,400.00	507,900.00	812,594.00	47%

TABLE 6: FY25 CIP By Cost Center

CIP No	Project Name	Marina Water (\$)	Marina Sewer (\$)	Ord Water (\$)	Ord Sewer (\$)	Recycled Water (\$)	GSA (\$)	Grand Total (\$)
GA-2401	Indirect Potable Reuse Program - Sand Tank	-	-	-	-	-	7,400,000	7,400,000
GA-2402	Install Monitoring Wells	-	-	-	-	-	1,650,000	1,650,000
GA-2513	Monitoring Well Water Quality Equipment	-	-	-	-	-	210,000	210,000
GS-2401	Lift Station Wetwell Lining Program	-	29,000	-	66,000	-	-	95,000
GS-2510	Misc Lift Station Improvements FY24/25	-	85,000	-	75,000	-	-	160,000
GS-2511	Sewer Pipeline Renew/Replacement Program FY24/25	-	250,000	-	821,000	-	-	1,071,000
GS-2512	Northeast Sewer Reroute to Interceptor	-	33,000	-	72,000	-	-	105,000
GW-0112	Zone A Tank and Improvements	432,000	-	918,000	-	-	-	1,350,000
GW-0123	Zone B Tank 2	1,384,000	-	2,942,000	-	-	-	4,326,000
GW-0378	Well 12 Rehabilitation	51,000	-	110,000	-	-	-	161,000
GW-2310	Castroville Water Pipeline Intertie - 28,300 LF 20-Inch Diam.	2,457,000	-	5,343,000	-	-	-	7,800,000
GW-2403	RDP - Comprehensive Desal Improvements	195,000	-	433,000	-	-	-	628,000
GW-2404	RDP - Reservation Road Desal Plant Renovation	615,000	-	1,370,000	-	-	-	1,985,000
GW-2504	Eastern Well Field Supply	17,000	-	36,000	-	-	-	53,000
GW-2505	Fire Hydrant Replacement Program FY24/25	63,000	-	75,000	-	-	-	138,000
GW-2507	Misc Booster Pumping Station Improvements FY24/25	135,000	-	100,000	-	-	-	235,000
GW-2508	Water Pipeline Renew/Replacement Program FY24/25	514,000	-	268,000	-	-	-	782,000
GW-2509	Well Rehabilitation FY24/25	85,000	-	85,000	-	-	-	170,000
MS-0205	Replace Sewer Pipeline Reservation Road Near Crestview Court - 525 LF, 10-Inch Diam.	-	347,000	-	-	-	-	347,000
MS-2401	Tate Park Lift Station	-	2,847,000	-	-	-	-	2,847,000
MW-0321	Water Pipeline in California Avenue from Patton Parkway to Reindollar Ave - 1,225 LF, 16-Inch	110,000	-	-	-	-	-	110,000
MW-0322	Water Pipeline in Lynscott from Carmel to Reservation Rd - 1,725 LF, 12-Inch Diam.	95,000	-	-	-	-	-	95,000
OS-0210	1st Avenue Gravity Main - 1,427 LF, 30-Inch Diam.	-	-	-	345,000	-	-	345,000
OS-0218	Gigling Lift Station Replacement	-	-	-	210,000	-	-	210,000
OS-0348	Odor Control Program (Imjin Lift Station)	-	-	-	190,000	-	-	190,000
OS-0350	Imjin Parkway Sewer Manhole Rehab (MCWD-1)	-	-	-	158,000	-	-	158,000
OS-2305	Manhole Rehab and Lining Lightfighter 21 Manholes	-	-	-	145,000	-	-	145,000
OW-0201	Gigling Road Water Pipeline Replacement - 2,300 LF, 12-Inch Diam.	-	-	1,286,000	-	-	-	1,286,000
OW-0330	Paint Reservoir 2 Exterior	-	-	337,000	-	-	-	337,000
OW-0340	McClure Road Water Pipeline	-	-	300,000	-	-	-	300,000
OW-2401	Corp Yard Demo and Rehabilitation	-	-	472,000	-	-	-	472,000
OW-2402	Ord Wastewater Treatment Plant Blight Removal	-	-	444,000	-	-	-	444,000
OW-2421	Inter-Garrison Rd pipeline upsizing Schoonover to East Garrison - 1,800 LF, 18-Inch Diam.	-	-	1,050,000	-	-	-	1,050,000
RW-2401	ATW Irrigation Connections at Armstrong Ranch	-	-	-	-	223,000	-	223,000
WD-2308.2	SCADA Improvements Phase 2	144,000	48,000	299,000	191,000	-	-	682,000
WD-2404	Security and Access Improvements	188,000	36,000	412,000	87,000	-	-	723,000
WD-2501	CIP Planning and Program Management Tool	6,000	1,000	12,000	3,000	4,000	2,000	28,000
WD-2503	PLC Replacement Project Phase 2	35,000	85,000	83,000	350,000	-	-	553,000
Totals		6,526,000	3,761,000	16,375,000	2,713,000	227,000	9,262,000	38,864,000

FY 24/25
Capital Improvement Project
Budget by Source

TALBE 7: FY25 CIP Budget by Funding Source

CIP No	Project Name	2024 Bond (\$)	Bldg Removal Fund (\$)	Capacity Fee (\$)	Capacity Replacement (\$)	Future Grant (\$)	GSA Fund Balance (\$)	Grand Total (\$)
GA-2401	Indirect Potable Reuse Program - Sand Tank	-	-	-	-	7,400,000	-	7,400,000
GA-2402	Install Monitoring Wells	-	-	-	-	1,261,000	389,000	1,650,000
GA-2513	Monitoring Well Water Quality Equipment	-	-	-	-	-	210,000	210,000
GS-2401	Lift Station Wetwell Lining Program	29,000	-	-	66,000	-	-	95,000
GS-2510	Misc Lift Station Improvements FY24/25	85,000	-	-	75,000	-	-	160,000
GS-2511	Sewer Pipeline Renew/Replacement Program FY24/25	250,000	-	-	821,000	-	-	1,071,000
GS-2512	Northeast Sewer Reroute to Interceptor	16,000	-	53,000	36,000	-	-	105,000
GW-0112	Zone A Tank and Improvements	579,000	-	771,000	-	-	-	1,350,000
GW-0123	Zone B Tank 2	-	-	4,326,000	-	-	-	4,326,000
GW-0378	Well 12 Rehabilitation	161,000	-	-	-	-	-	161,000
GW-2310	Castroville Water Pipeline Intertie - 28,300 LF 20-Inch Diam.	-	-	-	-	7,800,000	-	7,800,000
GW-2403	RDP - Comprehensive Desal Improvements	-	-	628,000	-	-	-	628,000
GW-2404	RDP - Reservation Road Desal Plant Renovation	-	-	1,985,000	-	-	-	1,985,000
GW-2504	Eastern Well Field Supply	-	-	53,000	-	-	-	53,000
GW-2505	Fire Hydrant Replacement Program FY24/25	138,000	-	-	-	-	-	138,000
GW-2507	Misc Booster Pumping Station Improvements FY24/25	235,000	-	-	-	-	-	235,000
GW-2508	Water Pipeline Renew/Replacement Program FY24/25	782,000	-	-	-	-	-	782,000
GW-2509	Well Rehabilitation FY24/25	170,000	-	-	-	-	-	170,000
MS-0205	Replace Sewer Pipeline Reservation Road Near Crestview Court - 525 LF, 10-Inch Diam.	35,000	-	312,000	-	-	-	347,000
MS-2401	Tate Park Lift Station	1,122,000	-	1,725,000	-	-	-	2,847,000
MW-0321	Water Pipeline in California Avenue from Patton Parkway to Reindollar Ave - 1,225 LF, 16-Inch	110,000	-	-	-	-	-	110,000
MW-0322	Water Pipeline in Lynscott from Carmel to Reservation Rd - 1,725 LF, 12-Inch Diam.	-	-	95,000	-	-	-	95,000
OS-0210	1st Avenue Gravity Main - 3,100 LF, 30-Inch Diam.	-	-	-	345,000	-	-	345,000
OS-0218	Gigling Lift Station Replacement	-	-	-	210,000	-	-	210,000
OS-0348	Odor Control Program (Imjin Lift Station)	-	-	-	190,000	-	-	190,000
OS-0350	Imjin Parkway Sewer Manhole Rehab (MCWD-1)	-	-	-	158,000	-	-	158,000
OS-2305	Manhole Rehab and Lining Lightfighter 21 Manholes	-	-	-	145,000	-	-	145,000
OW-0201	Gigling Road Water Pipeline Replacement - 2,300 LF, 12-Inch Diam.	1,286,000	-	-	-	-	-	1,286,000
OW-0330	Paint Reservoir 2 Exterior	337,000	-	-	-	-	-	337,000
OW-0340	McClure Road Water Pipeline	300,000	-	-	-	-	-	300,000
OW-2401	Corp Yard Demo and Rehabilitation	-	472,000	-	-	-	-	472,000
OW-2402	Ord Wastewater Treatment Plant Blight Removal	-	444,000	-	-	-	-	444,000
OW-2421	Inter-Garrison Rd pipeline upsizing Schoonover to East Garrison - 1,800 LF, 18-Inch Diam.	1,050,000	-	-	-	-	-	1,050,000
RW-2401	ATW Irrigations Connection at Armstrong Ranch	-	-	223,000	-	-	-	223,000
WD-2308.2	SCADA Improvements Phase 2	491,000	-	-	191,000	-	-	682,000
WD-2404	Security and Access Improvements	-	-	723,000	-	-	-	723,000
WD-2501	CIP Planning and Program Management Tool	19,000	-	-	7,000	-	2,000	28,000
WD-2503	PLC Replacement Project Phase 2	203,000	-	-	350,000	-	-	553,000
Totals		7,398,000	916,000	10,894,000	2,594,000	16,461,000	601,000	38,864,000

FY24 Estimated Reserve Balance

Capacity Fee Reserves

Beginning Balance 6/30/23	16,404,277.00		
Transfers for D/S Pmt & Buy In Portion	(716,043.00)	}	916,819.00
FY24 Revenue - Capacity Fee/Cap Surcharge	3,912,222.00		
FY24 CIP - Capacity Fee Funded	<u>(2,279,360.00)</u>		
Projected Ending Balance 6/30/24	17,321,096.00		

Capital Replacement Reserve

Beginning Balance 6/30/23	3,415,651.00		
Transfer from Operations	3,640,000.00	}	1,992,023.00
FY24 CIP & Capital Equipment	<u>(1,647,977.00)</u>		
Projected Ending Balance 6/30/24	5,407,674.00		

Operating Reserve

Beginning Balance 6/30/23	11,751,003.00		
FY24 Operating Revenue	24,737,494.00	}	538,035.00 w/o transfer
FY24 Operating Expense	(22,760,854.00)		
FY24 Debt Service	(1,380,200.00)		
FY24 CIP	(58,405.00)	}	w/ transfer
Transfer to fund Capital Replacement	<u>(3,640,000.00)</u>		
Projected Ending Balance 6/30/24	8,649,038.00		(3,101,965.00)

FY25 Estimated Reserve Balances

Capacity Fee Reserves

Beginning Balance 6/30/24	17,321,096.00		
Transfers for D/S Pmt & Buy In Portion	(3,259,291.00)	}	(9,522,291.00)
FY25 Revenue - Capacity Fee/Cap Surcharge	4,631,000.00		
FY25 CIP - Capacity Fee Funded	<u>(10,894,000.00)</u>		
Projected Ending Balance 6/30/25	7,798,805.00		

Capital Replacement Reserve

Beginning Balance 6/30/24	5,407,674.00		
Transfer from Operations	1,820,000.00	}	(2,502,594.00)
FY24 CIP & Capital Equipment	<u>(4,322,594.00)</u>		
Projected Ending Balance 6/30/25	2,905,080.00		

Operating Reserve

Beginning Balance 6/30/24	8,649,038.00		
FY25 Operating Revenue	28,872,420.00	}	(516,543.00) w/o transfer
FY25 Operating Expense	(27,072,723.00)		
FY25 Debt Service	(1,715,240.00)		
FY25 CIP	(601,000.00)	}	w/ transfer
Transfers	<u>966,598.00</u>		
Projected Ending Balance 6/30/25	9,099,093.00		450,055.00