

**SEASIDE GROUNDWATER BASIN WATERMASTER  
REGULAR MEETING OF THE BOARD OF DIRECTORS**

**AGENDA**

**Wednesday, March 1, 2023 – 2:00pm**

**IN-PERSON**

**Monterey One Water Board Room**

**5 Harris Court, Building “D”, Ryan Ranch, Monterey, California**

**Watermaster Board**

Coastal Subarea Landowner – Director Paul Bruno

City of Seaside – Mayor Ian Oglesby

California American Water – Director Christopher Cook

City of Sand City – Mayor Mary Ann Carbone

Monterey Peninsula Water Management District – Director George Riley

Laguna Seca Subarea Landowner – Director John Gaglioti

City of Monterey – Councilmember Kim Barber

City of Del Rey Oaks – TBD

Monterey County/Monterey County Water Resources Agency – Supervisor Wendy Root Askew, District 4

**I. CALL TO ORDER**

**II. ROLL CALL**

**III.** Schedule of Watermaster Board Member Representative and Alternate appointments for 2023 and Board and TAC schedule of meetings for 2023 (informational only – no action required) ..... 3

**IV. ELECTION AND APPOINTMENT OF OFFICERS FOR CALENDAR YEARS 2023 AND 2024**

- A. Chairperson - (Must be member of the Board of Directors) – Currently Director Bruno
- B. Vice Chairperson - (Must be member of the Board of Directors) – Currently Vacant
- C. Secretary - (Need not be a member of the Board of Directors) – Currently Admin. Officer Paxton
- D. Treasurer - (Need not be a member of the Board of Directors) – Currently Director Gaglioti

**V. PUBLIC COMMUNICATIONS**

Oral communications are on each meeting agenda in order to provide members of the public an opportunity to address the Watermaster on matters within its jurisdiction. Matters not appearing on the agenda will not receive action at this meeting but may be referred to the Watermaster Administrator or may be set for a future meeting. Presentations will be limited to three minutes or as otherwise established by the Watermaster. In order that the speaker may be identified in the minutes of the meeting, it is helpful if speakers use the microphone and state their names.

**VI. REVIEW OF AGENDA**

A vote may be taken to add to the agenda an item that arose after the 72-hour posting deadline pursuant to the requirements of Government Code Section 54954.2(b). (A 2/3-majority vote is required).

**VII. CONSENT CALENDAR**

- A. Minutes of Regular Board meeting held December 7, 2022 ..... 5
- B. Summary of Payments made November through December 2022 totaling **\$59,946.26** ..... 9
- C. Summary of Payments made January 2023 totaling **\$45,486.97**..... 12

D.	Fiscal Year 2022 Financial Reports through December 31, 2022 .....	13
E.	Consider Approving Montgomery & Associates RFS No. 2023-03 to Install a Replacement Monitoring Well for Monitoring Well FO-9 Shallow .....	19
F.	Approve Revision to Watermaster Rules and Regulations Changing Watermaster Committees to Advisory Committee Status .....	31
<b>VIII.</b>	<b>ORAL PRESENTATION – None</b>	
<b>IX.</b>	<b>OLD BUSINESS</b>	
A.	Discussion/Consider Approving Cost-Sharing Agreement for Installing a Replacement Monitoring Well for Monitoring Well FO-9 Shallow .....	35
B.	Discussion/Consider a Funding Mechanism to Ensure Basin Replenishment .....	47
<b>X.</b>	<b>NEW BUSINESS</b>	
A.	Discuss scheduling a new member orientation study session.....	49
<b>XI.</b>	<b>INFORMATIONAL REPORTS (No Action Required)</b>	
A.	Watermaster Report of Production of the Seaside Basin through 1st Quarter Water Year 2023 (October 1, 2022 – December 31, 2022).....	51
B.	Security National Guarantee (SNG) Water Rights Split in Coastal Subarea (dated 11/22/22 received by Watermaster 12/08/22) and Tanam Corporation Notice of Continuation of Security Interest in SNG’s Water Rights (08/26/22) .....	53
<b>XII.</b>	<b>DIRECTOR’S REPORTS</b>	
<b>XIII.</b>	<b>STAFF COMMENTS</b>	
<b>XIV.</b>	<b>NEXT REGULAR MEETING DATE</b>	
A.	<b>Consider cancelling the April 5, 2023 meeting</b>	
B.	<b>Next meeting Wednesday, May 3, 2023 - 2:00 P.M.</b>	
<b>XV.</b>	<b>ADJOURNMENT</b>	

This agenda was forwarded via e-mail to the City Clerks of Seaside, Monterey, Sand City and Del Rey Oaks; the Clerk of the Monterey Board of Supervisors, the Clerk to the Monterey Peninsula Water Management District; the Clerk at the Monterey County Water Resources Agency, Monterey One Water and the California American Water Company for posting on or before February 23, 2023 per the Ralph M. Brown Act, Government Code Section 54954.2(a).

*If requested, the agenda and documents in the agenda packet shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof.*

**SEASIDE GROUNDWATER BASIN WATERMASTER  
Board Member and Alternate Appointments  
Calendar Years 2023-2024**

**ITEM III.  
March 1, 2023**

<b>MEMBER PARTY</b>	<b>MEMBER</b>	<b>ALTERNATE</b>
California American Water	Director Christopher Cook	Tim O'Halloran
City of Del Rey Oaks	TBD	TBD
City of Monterey	Council Member Kim Barber	Mayor Tyller Williamson
City of Sand City	Mayor Mary Ann Carbone	City Manager Vibeke Norgaard
City of Seaside	Mayor Ian Oglesby	Mayor Pro Tem David R. Pacheco
County of Monterey (MCWRA)	Supervisor Wendy Askew	Supervisor Mary Adams
MPWMD	Director George Riley	Director Alvin Edwards
Coastal Sub Area Landowner	Director Paul Bruno	N/A
Laguna Seca Sub Area Landowner	Director John Gaglioti	N/A

*Updated 2/22/23*

**SEASIDE GROUNDWATER BASIN  
WATERMASTER**

**2023  
SCHEDULE OF REGULAR MEETINGS**

	<u><b>BOARD</b></u>	<u><b>TAC</b></u>
<b>JANUARY</b>	<b>4</b>	<b>11</b>
<b>FEBRUARY</b>	<b>1</b>	<b>8</b>
<b>MARCH</b>	<b>1</b>	<b>8</b>
<b>APRIL</b>	<b>5</b>	<b>12</b>
<b>MAY</b>	<b>3</b>	<b>10</b>
<b>JUNE</b>	<b>7</b>	<b>14</b>
<b>JULY</b>	<b>5</b>	<b>12</b>
<b>AUGUST</b>	<b>2</b>	<b>9</b>
<b>SEPTEMBER</b>	<b>6</b>	<b>13</b>
<b>OCTOBER</b>	<b>4</b>	<b>NONE</b>
<b>NOVEMBER</b>	<b>1</b>	<b>8</b>
<b>DECEMBER</b>	<b>6</b>	<b>13</b>

**SEASIDE GROUNDWATER BASIN WATERMASTER  
REGULAR MEETING MINUTES  
Wednesday, December 7, 2022 In-Person  
Monterey One Water Board Room  
5 Harris Court, Building “D”, Ryan Ranch, Monterey, California**

**I. CALL TO ORDER** – Director Bruno called the meeting to order at 2:00pm

**II. ROLL CALL**

Coastal Subarea Landowner – Director Paul Bruno – Chair

City of Seaside – Mayor Ian Oglesby

City of Sand City – Vibeke Norgaard, Alternate

California American Water (CAW) – Director Christopher Cook

Monterey Peninsula Water Management District (MPWMD) – Director George Riley

City of Del Rey Oaks – Council Member John Gaglioti

Monterey County/Monterey County Water Resources Agency – Supervisor Wendy Root Askew

**Absent:** City of Monterey – Mayor Clyde Roberson – Vice Chair

Laguna Seca Subarea Landowner – Director Wesley Leith

**Others Present:**

Robert Jaques, Watermaster Technical Program Manager (TPM)

Laura Paxton, Watermaster Administrative Officer (AO)

Alvin Edwards, Chair, MPWMD Board of Directors

Jonathan Lear, MPWMD

Tim O’Halloran, CAW

Roberta Greathouse, City of Seaside

**III. PUBLIC COMMUNICATIONS** – There were no public communications.

**IV. REVIEW OF AGENDA** – There were no requested changes to the agenda.

**V. ORAL PRESENTATION** – None

**VI. CONSENT CALENDAR**

**A.** Minutes of Regular Board meeting held October 5, 2022

**B.** Board and TAC schedule of meetings for 2023

**C.** Summary of Payments made September through October 2022 totaling **\$30,365.20**

**D.** Fiscal Year 2022 Financial Reports through October 31, 2022

**E.** Professional Service Contracts for Fiscal Year 2023:

1. Two Contracts with Montgomery & Associates, Inc. — one for \$22,744 for providing ongoing and as-requested general hydrogeologic consulting services during the year and the second for \$27,176 to prepare the Seawater Intrusion Analysis Report (SIAR) for 2023
2. Two Contracts with Martin Feeney— one for \$11,013.30 to perform induction logging of the Sentinel Wells in 2023 and one for \$4,000 to provide on-call/as-requested hydrogeologic consulting services

3. One Contract with Todd Groundwater—for \$4,000 to provide on-call/as-needed hydrogeologic consulting services
  4. One Contract with MPWMD—for \$64,297 to perform monitoring and other work on the Seaside Groundwater Basin Monitoring and Management Program (M&MP) for 2023
- F. Water Year 2023 Declaration of Unavailability of Artificial Replenishment Water (Water Year 2023 Production Allocations and Basin Storage Allocations attached)
- G. Seawater Intrusion Analysis Report for 2022. The Executive Summary is included in the Board agenda packet. The complete SIAR is posted on the Watermaster website at <https://www.seasidebasinwatermaster.org/Other/2022%20SIAR%20Final%2011-19-22.pdf> and <https://www.seasidebasinwatermaster.org/Other/2022%20SIAR%20Appendices%2011-8-22.pdf>

***It was moved by Director Riley, seconded by Council Member Gaglioti, and unanimously carried 7-0 to approve the consent calendar as presented.***

Director Riley thanked staff for the hard work that goes into presenting the consent items.

## VII. NEW BUSINESS

- A. Discuss/Consider Approving Water Year 2022 Watermaster Annual Report.  
Director Riley asked that board discussion be scheduled related to the reference on page 80 that the 3000AF Natural Safe Yield may be too high and if there is an alternative yield being considered. In regards to page 86 where it states *long-term actions will include... continued current management actions*, might there be further action taken by Watermaster? Director Riley requested that the references be elevated to discussion of more proactive measures by Watermaster. Director Bruno appreciated the historical information included in the report. He noted the reference on page 18 of the Annual Report that MPWMD Board of Directors approved a resolution that would cite MPWMD's authority to approve or deny CAW's plan to introduce desalination plant water into the ground water supply and inquired of Director Riley to expand on the reasoning for the resolution. Director Riley responded that the MPWMD board has a substantial investment in the Pure Water Monterey & Expansion Projects and felt injecting water from these projects was the best choice cost-wise and environmentally, and so the board formalized policy to oppose a competing project.

***It was moved by Council Member Gaglioti, seconded by Mayor Oglesby, and unanimously carried 7-0 to approve the Water Year 2022 Watermaster Annual Report as presented.***

- B. Discuss/Consider Policy on Watermaster Voting Positions and Weighted Voting  
Ms. Paxton gave highlights from the transmittal.

***It was moved by Director Cook and seconded by Council Member Gaglioti to accept the staff recommended amendment to the Watermaster Rules and Regulations.***

Mayor Oglesby pointed out that the recommended wording has the request for a weighted roll call vote being made prior to a motion; the request should be allowed after the motion and prior to the vote.

*A friendly amendment was then made by Director Cook and seconded by Council Member Gaglioti, with the motion unanimously carried 7-0 to set policy on Watermaster voting positions and weighted voting by modifying section 3.1.1. of the Watermaster Rules and Regulations to read: Any Member may request a weighted roll call vote for any question or motion considered by the Watermaster Board, with voting positions of each vote called out by the clerk of the board. The request for a weighted roll call vote must be made after any question or motion considered by the Watermaster Board and prior to the vote being taken, and the ayes and noes, with voting positions of each, thereon recorded in the minutes of the meeting.*

**VIII. OLD BUSINESS – None**

**IX. INFORMATIONAL REPORTS (No Action Required)**

- A. Technical Advisory Committee (TAC) draft meeting minutes November 16, 2022
- B. Watermaster report of production of the Seaside Basin through Water Year 2022 (October 1, 2021 – September 30, 2022)
- C. Replenishment Fund Assessment calculations and 2022 Standard Producer Assessments
- D. Watermaster correspondence to California Coastal Commission dated October 14, 2022
- E. CAW Technical Memorandum dated November 1, 2022 by consultant WSC in response to MPWMD correspondence to Watermaster dated September 29, 2022
- F. Watermaster correspondence to California Department of Water Resources dated October 17, 2022
- G. Director Riley email correspondence to Chair Bruno dated November 15, 2022

Director Riley apologized to Director Bruno for calling him out on his presentation to the Coastal Commission stating he misapplied the rules of presentation.

**H. Director Riley strategic issues special meeting request**

Chair Bruno intends to discuss scheduling a new member orientation session at a future board meeting once new board representatives are appointed.

**X. DIRECTOR'S REPORTS – Council Member Gaglioti expressed his enjoyment of being on the Watermaster board and TAC. He announced that Laguna Seca Subarea Landowners approached him asking that he be the Watermaster board representative beginning in 2023 replacing Director Leith, and he accepted.**

Director Riley requested a Watermaster logo be developed, and the website be freshened.

Director Bruno will host a Watermaster Christmas party at his home on December 15<sup>th</sup> at 6:00 p.m.

**XI. STAFF COMMENTS – There are no items of urgency for the January 2023 meeting; it most likely will be cancelled.**

**XII. CLOSED SESSION**

- A. A closed session was convened at 2:58 p.m. regarding a Personnel Matter: Evaluation of Legal Counsel. The board reconvened open session at 3:26 p.m. There were no issues during closed session that required subsequent board action in open session.

**XIII. NEXT REGULAR MEETING DATE – January 4, 2023 - 2:00 p.m.**

**XIV. ADJOURNMENT – There being no further business, the meeting was adjourned at 2:51 p.m.**





									<b>ITEM VII.B.</b>
<b>SEASIDE GROUNDWATER BASIN WATERMASTER</b>									<b>3/1/23</b>
TO:	Board of Directors								
FROM:	Laura Paxton, AO								
DATE:	March 1, 2023								
SUBJECT:	Summary of Payments made from November through December 2022								
<b>RECOMMENDATIONS:</b>									
Consider approving payment of bills submitted and authorized to be paid November - December 2022									
<b>Summary of Payments Made November 2022</b>									
<b>Paxton Associates</b> (Administrative Officer (AO))							44.5	3D model	1,335.00
October 26 through November 25, 2022							50.5	AO	5,555.00
									<b>\$ 6,890.00</b>
Responded to telephone inquiries, e-mail, and other correspondence as needed regarding the Seaside Basin; review Jaques invoice; process invoices to Seaside; prepare/notice 2023 budgets; review 3D model; prepare/distribute RA assessment invoices; gather data for 2022 Annual Report to Court; prepare for in-person board meetings at M1W; confer with Jaques about various issues; collect/follow up/post production and level reporting; complete 10/5 board mtg minutes; research weighted voting; prepare/distribute board appointment notices; assist with WM holiday party invitations. Routinely picked up mail from PO Box; reconciled accounts to the City of Seaside Watermaster accounts; prepared financial reports; processed invoices; reviewed and posted items to web site.									
<b>Robert Jaques</b> (Technical Program Manager)									
November 1 through November 30, 2022							43		<b>\$ 6,450.00</b>
Responded to emails, telephone inquiries, and other correspondence on a variety of Watermaster issues; prepare 2022 Annual Report; attend 9/21 PWM quality/ops mtg; finish and send out M&A RFS No. 2022-05; meet w/Patel at Seaside Golf Course to examine potential FO-9 replacement well sites; draft MOA for cost sharing of FO-9 replacement well w/ MPWMD and MCWD; draft MOA for cost-sharing of water level and water quality data collection w/ MCWD; review/edit Final 2022 SIAR & post Final SIAR to WM website; lengthy telecon w/ J. Lucido re: his questions about replenishment water needs and CAW's 700 AFY overpumping payback plan; work on revising M&A Prof. Services Agreement; discuss Watermaster issues w/ L. Paxton; review/approve L. Paxton invoice									
<b>Montgomery &amp; Associates</b> (Technical Consultant)							1.0	\$220/hr	220.00
October 1 through October 31, 2022							3.5	\$198/hr	693.00
RFS 2022-01, General Hydrogeologic Consulting									<b>\$ 913.00</b>
Review 2023 RFS and respond to B. Jaques; add Oct 11 version of DWR AEM flight lines to map and email to B. Jaques; prepare revised Travel Time presentation for Board Meeting; and attend and present Sea Water Intrusion travel time study results at Board Meeting.									





SEASIDE GROUNDWATER BASIN WATERMASTER							ITEM VII.C.
							3/1/23
TO:	Board of Directors						
FROM:	Laura Paxton, AO						
DATE:	March 1, 2023						
SUBJECT:	Summary of Payments made January 2023						
<b>RECOMMENDATIONS:</b>							
Consider approving payment of bills submitted and authorized to be paid January 2023							
<b>Summary of Payments Made January 2023</b>							
<b>Chris Campbell, Baker Manock &amp; Jensen (WM Legal Counsel)</b>					1.3	\$300/hr	390.00
					Telephone & postage		3.90
December 1 through December 31, 2022							<b>\$ 393.90</b>
Review of the annual report and submit the annual report to the Court.							
<b>Paxton Associates (Administrative Officer (AO))</b>							
December 26 through January 25, 2022					34.5		<b>\$ 3,795.00</b>
Responded to telephone inquiries, e-mail, and other correspondence as needed regarding the Seaside Basin; review Jaques invoice; process invoices to Seaside; contract for WM collection & letters to 5 pumpers after determining MPWMD contract costs under contracts; confer with Jaques about various issues; collect/follow up/post production and level reporting; meet contractors re:website rebuild & related documents; prep transmittal for 1/30 BF meeting. Routinely picked up mail from PO Box; reconciled accounts to the City of Seaside Watermaster accounts; prepared financial reports; processed invoices; reviewed and posted items to web site.							
<b>Robert Jaques (Technical Program Manager)</b>							
January 1 through January 31, 2023					34.5		<b>\$ 5,175.00</b>
Responded to emails, telephone inquiries, and other correspondence on a variety of Watermaster issues; Zoom mtg. w/ M1W re: getting WL/WQ data from PWM for use in SIAR; review/comment on Draft FO-9 Replacement Well Bid Docs; review PowerPoint slides for P. Benito re: Flow Direction/Flow Velocity issues for 1/11/23 TAC meeting; finalize MPWMD/MCWD/WM agreement to share costs for replacement well FO-9 Shallow; cancel 1/11 TAC meeting due to storm; meet w/Marc Kelley, George Fontes, and Chris Bunn of Salinas Basin Water Alliance to answer their questions about Watermaster issues per request of P. Bruno; prepare City of Seaside FO-9 Replacement Well easement document; research and respond to CEQA Categorical Exemption questions from Seaside re: FO-9 Replacement Well ; research Central Coast Surveyors PSA for use in preparing legal description and plat map for FO-9 Replacement Well easement document; prepare Executive Summary of the Flow Velocity/Flow Direction Tech Memo per suggestion of C. Cook; meet D. Edson of Central Coast Surveyors @ FO-9 Replacement Well site; draft RFS for them to prepare legal description and plat map; SVBGSA Seawater Extraction Barrier Zoom workshop; prepare M&A RFS No. 2023-03discuss Watermaster issues w/ L. Paxton; review/approve L. Paxton invoice							
<b>Monterey Peninsula Water Management District</b>					196.0	136	26,656.00
April through December 2022 RFS 2022-01					Direct costs		9,089.07
					Admin Support		378.00
Database entry/maint; water level collection; WQ sample & datalogger collection; pump install FO-10 shallow							<b>\$ 36,123.07</b>
<b>Grand Total January 2023</b>							<b>\$ 45,486.97</b>

**Seaside Groundwater Basin Watermaster  
Budget vs. Actual Administrative Fund  
Fiscal Year (January 1 - December 31, 2022)  
Balance through December 31, 2022**

	<b>2022 Revised Adopted Budget May 4, 2022</b>	<b>Contract Amount</b>	<b>Year to Date Revenue / Expenses</b>
<b>Available Balances &amp; Assessments</b>			
Other Assessments	-		8,500.00
FY (Rollover)	34,500.00		55,111.67
Admin Assessments	65,500.00		65,500.00
<b>Available</b>	<b>100,000.00</b>		<b>129,111.67</b>
<b>Expenses</b>			
Contract Staff	55,000.00	55,000.00	53,943.00
Contract Staff MMP Related			4,250.00
PAC / 3D Basin Modeling	8,000.00	8,000.00 *	8,000.00
Legal Counsel	20,000.00	20,000.00	4,427.00
Legal Counsel MMP Related			4,250.00
Filing fees and postage			-
<b>Total Expenses</b>	<b>28,000.00</b>	<b>83,000.00</b>	<b>74,870.00</b>
<b>Total Available</b>	72,000.00		
<b>Dedicated Reserve</b>	25,000.00		17,000.00
<b>Net Available</b>	<b>47,000.00</b>		<b>37,241.67</b>

\*Transfer of \$3,000 from Admin Reserve to Contract Staff for Basin 3D modeling approved at 5/4/2022 board meeting

\*RFS 2022-03 with Montgomery & Associates for \$5,000 transferred from Admin Reserve to PAC draft presentation and Basin 3D modeling review approved at 5/4/2022 board meeting

\*\* Reimbursement from Mission Memorial Replenishment Assessment for Admin & Legal time to settle issue

**Seaside Groundwater Basin Watermaster**  
**Budget vs. Actual Monitoring & Management - Operations Fund**  
 Fiscal Year (January 1 - December 31, 2022)  
 Balance through December 31, 2022

	<u>2022 Adopted Budget</u>	<u>Contract Encumbrance</u>	<u>Year to Date Revenue/Expenses</u>
<b>Available Balances &amp; Assessments</b>			
Operations Fund Assessment	\$ 232,878.00	\$ -	\$ 232,878.00
Pass Through		-	3,342.00
FY 2021 Rollover	38,000.00	-	50,950.00
<b>Total Available</b>	<b>\$ 270,878.00</b>	<b>\$ -</b>	<b>\$ 287,170.00</b>
<b>Appropriations &amp; Expenses</b>			
<b>GENERAL</b>			
Technical Project Manager*	\$ 75,000.00	\$ 75,000.00	\$ 67,275.00
Contingency @ 10% (not including TPM )	17,807.00	-	
<b>Total General</b>	<b>\$ 92,807.00</b>	<b>\$ 75,000.00</b>	<b>\$ 67,275.00</b>
<b>CONSULTANTS (Montgomery; Web Site Database)</b>			
Program Administration	\$ 21,940.00	\$ 92,731.00	\$ 79,863.50
Production/Lvl/Qty Monitoring	2,400.00		
Basin Management	30,000.00		
Seawater Intrusion Analysis Report	26,290.00	26,290.00	19,307.50
<b>Total Consultants</b>	<b>\$ 80,630.00</b>	<b>\$ 119,021.00</b>	<b>\$ 99,171.00</b>
<b>MPWMD</b>			
Production/Lvl/Qty Monitoring	\$ 68,876.00	68,876.00	38,771.07
Pass Through 2021		-	9,180.00
Basin Management	-		-
Seawater Intrusion	-	-	-
Direct Costs	-	-	-
<b>Total MPWMD</b>	<b>\$ 68,876.00</b>	<b>\$ 68,876.00</b>	<b>\$ 47,951.07</b>
<b>CONTRACTOR (Martin Feeney)</b>			
Hydrogeologic Consulting Services	\$ 4,000.00	4,000.00	-
Production/Lvl/Qty Monitoring	20,565.00	20,565.00	18,892.63
	<b>\$ 24,565.00</b>	<b>\$ 24,565.00</b>	<b>\$ 18,892.63</b>
<b>CONTRACTOR (Todd Groundwater)</b>			
Hydrogeologic Consulting Services	<b>\$ 4,000.00</b>	<b>\$ 4,000.00</b>	-
<b>Total Appropriations &amp; Expenses</b>	<b>\$ 270,878.00</b>	<b>\$ 291,462.00</b>	<b>\$ 233,289.70</b>
<b>Total Available</b>	<b>-</b>		<b>53,880.30</b>

**Seaside Groundwater Basin Watermaster  
 Budget vs. Actual Monitoring and Management - Capital Fund  
 Fiscal Year (January 1 - December 31, 2022)  
 Balance through December 31, 2022**

ITEM VI.D  
 3/1/23

	<b>2022 Adopted Budget</b>	<b>Contract Encumbrance</b>	<b>Year to Date Revenue / Expense</b>
<b>Available Balances and Assessments:</b>			
Monitoring & Management Fund - Capital	\$ 66,667		\$ 66,667
FY 2007-2014 Rollover to 2015	-		-
Transfer out to Operations Fund	-		-
<b>Subtotal</b>	<b>66,667</b>		<b>66,667</b>
<b>Appropriations &amp; Expenses:</b>			
<b>Professional Services</b>			
Project Management	-	-	-
<b>Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Direct Costs</b>			
Well Drilling -	-	-	-
<b>Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Appropriations and Expenses</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Available</b>	<b>\$ 66,667.00</b>		<b>\$ 66,667.00</b>





Seaside Groundwater Basin Watermaster											VI.D
Replenishment Fund											3/1/23
Water Year 2022 (October 1 - September 30) / Fiscal Year (January 1 - December 31, 2022)											Page 1
Balance through December 31, 2022											
	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
	WY 05/06	WY 06/07	WY 07/08	WY 08/09	WY 09/10	WY 10/11	WY 11/12	WY 12/13	WY 13/14	WY 14/15	WY 15/16
Assessment Water Year											
Unit Cost:	a \$ 1,132 / \$283	\$ 1,132 / \$283	\$ 2,485 / 621.25	\$ 3,040 / \$760	\$ 2,780 / \$695	\$ 2,780 / \$695	\$ 2,780 / \$695	\$ 2,780 / \$695	\$ 2,702/\$675.50	\$ 2,702/\$675.50	\$ 2,702/\$675.50
<b>Cal-Am Water Balance Forward</b>	b \$ -	\$ 1,641,004	\$ 4,226,710	\$ (2,871,690)	\$ (2,839,939)	\$ (3,822,219)	\$ (6,060,164)	\$ (8,735,671)	\$ (6,173,771)	\$ (3,102,221)	\$ (676,704)
Cal-Am Water Production (AF)	c 3,710.00	4,059.90	3,862.90	2,966.02	3,713.52	3,416.04	3,070.90	3,076.61	3,232.10	2,764.73	1,879.21
Cal-Am Water NSY Over-Production (AF)	d 1,862.69	2,266.32	2,092.16	1,241.27	1,479.47	1,146.71	820.48	856.42	1,032.77	782.17	-
Exceeding Natural Safe Yield Considering Alternative Producers	e \$ 2,106,652	\$ 2,565,471	\$ 5,199,014	\$ 3,773,464	\$ 4,112,933	\$ 3,187,854	\$ 2,280,943	\$ 2,380,842	\$ 2,790,539	\$ 2,113,414	\$ -
Operating Yield Overproduction Replenishment	f \$ -	\$ 20,235	\$ 8,511	\$ -	\$ -	\$ -	\$ 154,963	\$ 181,057	\$ 281,012	\$ 312,103	\$ -
<b>Total California American</b>	g \$ 2,106,652	\$ 2,585,706	\$ 5,207,525	\$ 3,773,464	\$ 4,112,933	\$ 3,187,854	\$ 2,435,907	\$ 2,561,899	\$ 3,071,550	\$ 2,425,516	
CAW Credit Against Assessment	h \$ (465,648)		\$ (12,305,924)	\$ (3,741,714)	\$ (5,095,213)	\$ (5,425,799)	\$ (5,111,413)				
<b>CAW Unpaid Balance</b>	i \$ 1,641,004	\$ 4,226,710	(2,871,690)	\$ (2,839,939)	\$ (3,822,219)	\$ (6,060,164)	\$ (8,735,671)	\$ (6,173,771)	\$ (3,102,221)	\$ (676,704)	\$ (676,704)
<b>City of Seaside Balance Forward</b>	j \$ -	\$ 243,294	\$ 426,165	\$ 1,024,272	\$ 1,619,973	\$ 891,509	\$ (110,014)	\$ (773,813)	\$ (1,575,876)	\$ (2,889,325)	\$ (3,346,548)
City of Seaside Municipal Production (AF)	k 332.00	287.70	294.20	293.44	282.87	240.68	233.72	257.73	223.64	185.01	195.16
City of Seaside NSY Over-Production (AF)	l 194.07	153.78	161.99	153.06	113.21	50.84	58.82	85.17	52.71	25.77	37.87
Exceeding Natural Safe Yield Considering Alternative Producers	m \$ 219,689	\$ 174,082	\$ 402,540	\$ 465,300	\$ 314,721	\$ 141,335	\$ 163,509	\$ 236,782	\$ 142,410	\$ 69,630	\$ 102,330
Operating Yield Overproduction Replenishment	n \$ 12,622	\$ 85	\$ 4,225	\$ 16,522	\$ 20,690	\$ -	\$ 1,689	\$ 27,007	\$ 3,222	\$ 38	\$ 11,959
<b>Total Municipal</b>	o \$ 232,310	\$ 174,167	\$ 406,764	\$ 481,823	\$ 335,412	\$ 141,335	\$ 165,198	\$ 263,788	\$ 145,631	\$ 69,667	\$ 114,290
<b>City of Seaside - Golf Courses (APA - 540 AFY)</b>											
Exceeding Natural Safe Yield - Alternative Producer	p \$ -	\$ -	\$ 131,705	\$ 69,701	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Yield Overproduction Replenishment	q \$ -	\$ -	\$ 32,926	\$ 17,427	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Golf Courses</b>	r \$ -	\$ -	\$ 164,631	\$ 87,128	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total City of Seaside*</b>	s \$ 232,310	\$ 174,167	\$ 571,395	\$ 568,951	\$ 335,412	\$ 141,335	\$ 165,198	\$ 263,788	\$ 145,631	\$ 69,667	\$ 114,290
City of Seaside Late Payment 5%	t \$ 10,984	\$ 8,704	\$ 26,712	\$ 26,750	\$ 15,737						
In-lieu Credit Against Assessment	u \$ -	\$ -	\$ -	\$ -	\$ (1,079,613)	\$ (1,142,858)	\$ (828,996)	\$ (1,065,852)	\$ (1,459,080)	\$ (526,890)	\$ (162)
<b>City of Seaside Unpaid Balance</b>	v \$ 243,294	\$ 426,165	\$ 1,024,272	\$ 1,619,973	\$ 891,509	\$ (110,014)	\$ (773,813)	\$ (1,575,876)	\$ (2,889,325)	\$ (3,346,548)	\$ (3,232,420)
<b>Mission Memorial Park</b>											
Mission Memorial Park Production (AF)	w		20.80	26.40	12.80	22.40	27.00	24.95	24.89	17.97	13.67
Mission Memorial Park NSY Over-Production (AF)	x	-	-	-	-	-	-	-	-	-	-
Exceeding Natural Safe Yield - Alternative Producer	y \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Yield Overproduction Replenishment	z \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Mission Memorial Park</b>	aa \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Replenishment Fund Balance</b>	bb \$ 1,884,298	\$ 4,652,874	\$ (1,847,417)	\$ (1,219,966)	\$ (2,930,710)	\$ (6,170,178)	\$ (9,509,483)	\$ (7,749,648)	\$ (5,991,546)	\$ (4,023,252)	\$ (3,909,125)
<b>Replenishment Fund Balance Forward</b>	cc \$ -	\$ 1,884,298	\$ 4,652,874	\$ (1,847,417)	\$ (1,219,966)	\$ (2,930,710)	\$ (6,170,178)	\$ (9,509,483)	\$ (7,749,648)	\$ (5,991,546)	\$ (4,023,252)
<b>Total Replenishment Assessments</b>	dd \$ 2,349,946	\$ 2,768,576	\$ 5,805,632	\$ 4,369,165	\$ 4,464,082	\$ 3,329,189	\$ 2,601,104	\$ 2,825,688	\$ 3,217,182	\$ 2,495,183	\$ 114,290
<b>Total Paid and/or Credited</b>	ee \$ (465,648)	\$ -	\$ (12,305,924)	\$ (3,741,714)	\$ (6,174,826)	\$ (6,568,657)	\$ (5,940,409)	\$ (1,065,852)	\$ (1,459,080)	\$ (526,890)	\$ (162)
<b>Grand Total Fund Balance</b>	ff \$ 1,884,298	\$ 4,652,874	\$ (1,847,417)	\$ (1,219,966)	\$ (2,930,710)	\$ (6,170,178)	\$ (9,509,483)	\$ (7,749,648)	\$ (5,991,546)	\$ (4,023,252)	\$ (3,909,125)
* 2010 = 319.55 AF golf course in-lieu replenishment and 68.8 AF 4-party agmt in-lieu replenishment											
2011 = 411.1 AF golf course in-lieu replenishment											
2012 = 298.2 AF golf course in-lieu replenishment											
2013 = 383.4 AF golf course in-lieu replenishment											
2014 = 552.4 AF golf course in-lieu capped at 540 AF											
2015 = 195.0 AF golf course in-lieu											
2016 = 00.06 AF golf course in-lieu											
2017 = 00.00 AF golf course in-lieu											

Seaside Groundwater Basin Watermaster Replenishment Fund									
Water Year 2022 (October 1 - September 30) / Fiscal Year (January 1 - December 31, 2022)									
Balance through December 31, 2022									
	2017	2018	2019	2020	WY 2021	WY 2022	Totals WY 2006 Through 2022	Budget WY 2023	Projected Totals Through WY 2023
Replenishment Fund	2017	2018	2019	2020	WY 2021	WY 2022			
Assessment Water Year	WY 16/17	WY 17/18	WY 18/19	WY 19/20	WY 20/21	WY 21/22		WY 22/23	
Unit Cost:	\$2,872 / \$718	\$2,872 / \$718	\$2,872 / \$718	\$2,872 / \$718	\$2,947 / \$737	\$3,260 / \$815		\$3,461 / \$865	
Cal-Am Water Balance Forward	a \$ (676,704)	\$ (491,747)	\$ (48,797,949)	\$ (47,979,852)	\$ (46,855,121)	\$ (46,855,121)		\$ (46,855,121)	
Cal-Am Water Production (AF)	c 2,029.51	2,229.45	2,120.22	2,245.88	1,664.04	1,648.71	47,689.74		
Cal-Am Water NSY Over-Production (AF)	d 64.40	374.65	284.85	334.21	-	-	14,638.57		
Exceeding Natural Safe Yield Considering Alternative Producers	e \$ 184,957	\$ 1,075,995	\$ 818,097	\$ 959,859	\$ -	\$ -	\$ 33,550,034	\$ 100,000	\$ 33,650,034
Operating Yield Overproduction Replenishment	f			\$ 164,872	\$ -	\$ -	\$ 1,122,753	\$ 20,000	\$ 1,142,753
Total California American	g \$ 184,957	\$ 1,075,995	\$ 818,097	\$ 1,124,731	\$ -	\$ -	\$ 34,672,786	\$ 120,000	\$ 34,792,786
CAW Credit Against Assessment	h	\$ (49,382,196)	\$ -	\$ -	\$ -	\$ -	\$ (81,527,907)	\$ -	\$ (81,527,907)
CAW Unpaid Balance	i \$ (491,747)	\$ (48,797,949)	\$ (47,979,852)	\$ (46,855,121)	\$ (46,855,121)	\$ (46,855,121)	\$ (46,855,121)	\$ (46,735,121)	\$ (46,735,121)
City of Seaside Balance Forward	j \$ (3,232,420)	\$ (3,142,500)	\$ (3,022,249)	\$ (2,919,806)	\$ (2,802,831)	\$ (2,708,829)		\$ (2,661,184)	
City of Seaside Municipal Production (AF)	k 188.31	184.63	178.40	181.65	174.69	155.12	3,888.95		
City of Seaside NSY Over-Production (AF)	l 30.47	32.46	27.82	32.06	25.52	11.69	1,247.31		
Exceeding Natural Safe Yield Considering Alternative Producers	m \$ 87,512	\$ 93,225	\$ 79,893	\$ 92,089	\$ 75,197	\$ 38,116	\$ 2,898,358	\$ 100,000	\$ 2,998,358
Operating Yield Overproduction Replenishment	n \$ 2,409	\$ 27,026	\$ 22,550	\$ 24,886	\$ 18,806	\$ 9,529	\$ 203,263	\$ 10,000	\$ 213,263
Total Municipal	o \$ 89,920	\$ 120,251	\$ 102,443	\$ 116,975	\$ 94,002	\$ 47,645	\$ 3,101,621	\$ 110,000	\$ 3,211,621
City of Seaside - Golf Courses (APA - 540 AFY)									
Exceeding Natural Safe Yield - Alternative Producer	p \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 201,406		\$ 201,406
Operating Yield Overproduction Replenishment	q \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,353		\$ 50,353
Total Golf Courses	r \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 251,759		\$ 251,759
Total City of Seaside*	s \$ 89,920	\$ 120,251	\$ 102,443	\$ 116,975	\$ 94,002	\$ 47,645	\$ 3,353,380	\$ 110,000	\$ 3,463,380
City of Seaside Late Payment 5%	t						\$ 88,887		\$ 88,887
In-lieu Credit Against Assessment	u						\$ (6,103,451)		\$ (6,103,451)
City of Seaside Unpaid Balance	v \$ (3,142,500)	\$ (3,022,249)	\$ (2,919,806)	\$ (2,802,831)	\$ (2,708,829)	\$ (2,661,184)	\$ (2,661,184)	\$ (2,551,184)	\$ (2,551,184)
Mission Memorial Park (APA - 31 AFY)									
Mission Memorial Park Production (AF)	w 13.74	14.43	16.07	20.00	46.77	33.95	335.84		
Mission Memorial Park NSY Over-Production (AF)	x -	-	-	-	15.77	2.95	18.72		
Exceeding Natural Safe Yield - Alternative Producer	y \$ -	\$ -	\$ -	\$ -	\$ 46,488	\$ 9,608	\$ 56,096		\$ 56,096
Operating Yield Overproduction Replenishment	z \$ -	\$ -	\$ -	\$ -	\$ 11,626	\$ 2,402	\$ 14,028		\$ 14,028
Board Approved (5/4/22) Credit Against Assessment	aa \$ -	\$ -	\$ -	\$ -	\$ (33,114)	\$ -	\$ (33,114)		\$ (33,114)
Mission Memorial Park Unpaid Balance	ao \$ -	\$ -	\$ -	\$ -	\$ 25,000.00	\$ 12,010	\$ 37,010	\$ -	\$ 37,010
Total Replenishment Fund Balance	bb \$ (3,634,247)	\$ (51,820,198)	\$ (50,899,658)	\$ (49,657,952)	\$ (49,563,950)	\$ (49,516,305)	\$ (49,479,295)	\$ (49,286,305)	\$ (49,286,305)
Replenishment Fund Balance Forward	cc \$ (3,909,125)	\$ (3,634,247)	\$ (51,820,198)	\$ (50,899,658)	\$ (49,657,952)	\$ (49,563,950)		\$ (49,504,295)	
Total Replenishment Assessments	dd \$ 274,877	\$ 1,196,246	\$ 920,540	\$ 1,241,706	\$ 119,002	\$ 59,655	\$ 38,152,063	\$ 230,000	\$ 38,382,063
Total Paid and/or Credited	ee	\$ (49,382,196)		\$ (25,000)	\$ -	\$ -	\$ (87,656,358)	\$ 12,010	\$ (87,644,348)
Grand Total Fund Balance	ff \$ (3,634,247)	\$ (51,820,198)	\$ (50,899,658)	\$ (49,657,952)	\$ (49,563,950)	\$ (49,504,295)	\$ (49,504,295)	\$ (49,262,285)	\$ (49,262,285)

TO: Board of Directors  
FROM: Robert S. Jaques, Technical Program Manager  
DATE: March 1, 2023  
SUBJECT: Discussion/Consider Approving Montgomery & Associates RFS No. 2023-03 to Install a Replacement Monitoring Well for Monitoring Well FO-9 Shallow

-----  
**RECOMMENDATIONS:**

It is recommended that the Board approve Montgomery & Associates RFS No. 2023-03, subject to subsequent approval by the TAC.

**BACKGROUND:**

As discussed in the 2021 and 2022 Watermaster Annual Reports, monitoring well FO-9 Shallow developed a leak in its casing and had to be destroyed to prevent cross-aquifer contamination. A Capital Project to start work on designing and installing a replacement well was included in the 2022 Monitoring & Management Program (M&MP) Capital Budget. Using money from the 2022 Capital Project budget, in 2022 the Watermaster issued a contract to its consultant, Montgomery & Associates (M&A), to perform the planning and design work for a replacement well. The approved 2023 M&MP Capital Budget included the cost to actually drill and install the well in 2023. Efforts have been underway since late 2022 and into early 2023 to develop a three-party cost-sharing agreement between MPWMD, the Watermaster, and MCWD for the costs to replace the well.

**DISCUSSION:**

In August of 2022 M&A obtained a preliminary cost quote from Maggiora Brothers Drilling Inc. to install a replacement well. That quote had to be based on a number of assumptions, since the actual design of the well had not been prepared at that time. The quote was used for budgeting purposes. M&A has now designed the replacement well and has developed plans and specifications to have it installed. M&A has solicited new price quotes from two well drillers to install the replacement well. At the time of preparation of this Agenda Transmittal only one of the two quotes had been received, that from Maggiora Brothers Drilling Inc. Maggiora Brother’s updated price would slightly increase the cost for M&A to complete having the well installed. The attached RFS No. 2023-3 reflects the updated costs. The increase is approximately \$18K above the \$240K amount budgeted for Tasks 3 and 4 of this work in the 2023 M&MP Capital Outlay Budget. The \$240K figure was based in part on the August 2022 Maggiora Brothers preliminary quote. However, since it now appears that it will be possible to share in the costs of this work with MPWMD and MCWD (as discussed separately under an Action item on today’s agenda) the total cost to the Watermaster will likely fall well below the budgeted amount. If not, the increased amount can be funded through the Contingency line-item in the M&MP Operations Budget.

If the quote from the second well driller is lower than that received from Maggiora Brothers, and is fully responsive to the project’s requirements, then that driller would be selected and their lower prices would be used to reduce the costs to complete Tasks 3 and 4.

Normally, the TAC would be asked to approve this RFS before sending it to the Board for approval. However, some of the recently scheduled TAC meetings have needed to be postponed. In order to avoid further delaying this work, I am asking the Board to approve RFS No. 2023-03 at today’s meeting, with that approval being contingent upon the subsequent approval of the TAC at its March 8, 2023 meeting. This sequence of approvals will enable a Notice-to-Proceed to be issued to the selected drilling contractor as soon as possible.

**ATTACHMENT:** Montgomery & Associates RFS No. 2023-03

SEASIDE BASIN WATERMASTER  
REQUEST FOR SERVICE

**DATE:** March 9, 2023

**RFS NO.** 2023-03

(To be filled in by WATERMASTER)

**TO:** Cameron Tana  
Montgomery & Associates  
PROFESSIONAL

**FROM:** Robert Jaques  
WATERMASTER

**Services Needed and Purpose:** Plan and design a replacement groundwater monitoring well for existing Monitoring Well FO-9 Shallow (now destroyed and abandoned). RFS No. 2022-05 only authorized the first two Tasks described in the Scope of Work in Attachment 1. This RFS No. 2023-03 authorizes the subsequent Tasks (3 and 4) which include updated well driller costs.

**Completion Date:** All work authorized by this RFS shall be completed not later than December 31, 2023, and shall be performed in accordance with the Schedule described in Attachment 1.

**Method of Compensation:** Time and Materials (As defined in Section V of Agreement.)

**Total Price** Authorized by this RFS: \$ 258,197.00 (Cost is authorized only when evidenced by signature below.) (See Attachment 1 for Estimated Costs).

**Total Price** may not be exceeded without prior written authorization by WATERMASTER in accordance with Section V. COMPENSATION.

**Requested by:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
WATERMASTER Technical Program Manager

**Agreed to by:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
PROFESSIONAL

# ATTACHMENT 1

## SCOPE OF WORK

RFS No. 2022-05 authorized PROFESSIONAL to perform the work of Tasks 1 and 2 described in the attached Proposal dated August 3, 2022 titled “Scope and Fee for Replacement Monitoring Well FO-9 Shallow.” Only a portion of the hours associated with Task 1 were needed to perform Task 2, and the remaining hours associated with Task 1 will be used to perform Tasks 3 and 4. A copy of the body of the Proposal is attached for reference in Exhibit A. A copy of the well driller’s quote that was included with RFS No. 2022-05 is attached for reference in Exhibit B.

This RFS No. 2023-03 authorizes PROFESSIONAL to perform Tasks 3 and 4. It includes an updated cost quote from the well driller based on the final design of the well, and an updated table for PROFESSIONAL’s costs which supersedes the costs for Task 3 in the August 3, 2022 Proposal. The updated well driller’s cost quote is contained in Exhibit C. The updated table of PROFESSIONAL’s costs is contained in Exhibit D.

Differences between the well driller’s quote in Exhibit B, and the updated quote dated 02/01/2023 in Exhibit C are described below:

- Item 2 increased by 10 feet because the well depth was increased by 10 feet.
- Item 5 decreased by 5 feet because the blank casing length was decreased by 5 feet.
- Item 7 decreased by 35 feet because the length of the gravel pack was decreased by 35 feet.
- Item 8 was increased by 45 feet because the length of the sanitary seal was increased by 45 feet.
- Item 9 was changed to air lift well development because for the small diameter of this bore, airlift development is more effective than pumping.
- Item 10 “Test pump install and remove” was deleted and replaced with a new Item “Video well” because no test pump will be required, and it is desirable to have a video log to ensure that the well is constructed as designed and without damage.
- Item 11 “Pump development” was deleted because this will not be needed.
- A new Item 12 was added to provide a concrete pad with a lockable cover to protect the well.
- An item was added titled “Adder, if needed” to install a 60 foot long conductor if this is needed to stabilize the upper portion of the well. It is hoped that the conductor will not be needed, but several wells in the area are constructed with deep conductors. It is not known why some of those wells have deep conductors while others do not. This item is included in the budget for this work, so that if drilling conditions require installing a conductor, budget will available to accommodate that. If a conductor is not needed, this cost will not be incurred.

Certain of the items listed in the Footnotes of the updated quote are standard verbiage in the well driller’s quotes and will not be applicable to this work. These will be revised in the contract between PROFESSIONAL and the well driller. These footnotes are:

- Footnote 4 talks about disposal of cuttings and drill fluids being the customer’s responsibility. However item 11 of the quote covers having the contractor do this.
- Footnote 6 says that the only permit the contractor will get is the Monterey County Health Department’s well permit. However, the specifications will also require the contractor to get the City of Seaside’s encroachment permit to install the well.
- Footnote 7 mentions “test well” destruction, but this project will not require a test well.

# EXHIBIT A



Groundwater experts since 1984

August 3, 2022

Mr. Bob Jaques  
Seaside Watermaster Technical Program Manager  
83 Via Encanto  
Monterey, CA 93940

## **SUBJECT: SCOPE AND FEE FOR REPLACEMENT MONITORING WELL FO-9 SHALLOW**

Dear Mr. Jaques,

Montgomery & Associates (M&A) is pleased to submit this scope, fee, and schedule proposal to the Seaside Groundwater Basin Watermaster (Watermaster) to provide hydrogeological support and construction management services for a replacement monitoring well for FO-9 shallow. The current FO-9 shallow monitoring well is constructed of 2-inch diameter PVC well casing with a screen intake from 610 to 650-feet below ground surface. This proposal assumes a borehole depth of 660-feet below ground surface (bgs), total well depth of 650-feet bgs, and proposes 2.5-inch Schedule 80 PVC well casing and screen. The deeper depth assumed is because the replacement well may not be located at the location of the original FO-9 shallow monitoring well. The actual location of the well will be determined during Task 2. Schedule 80 PVC is proposed to increase the lifespan of the replacement well.

M&A currently anticipates retaining the support of Maggiora Brothers Drilling (Maggiora) of Watsonville, CA, for well installation and development services. The drilling contractor is subject to change based on project requirements and with prior approval from Watermaster. Martin Feeny will additionally be retained to provide hydrogeological review and monitoring well design recommendations based on his history with Watermaster, as requested.

### **SCOPE OF WORK**

The scope of work includes technical specifications, bidding and contract support, construction management, and reporting. M&A proposes the following tasks to complete the project:

- Task 1 – Project Management
- Task 2 – Technical Specifications
- Task 3 – Construction Management
- Task 4 – Reporting

These tasks are described individually below.

#### *Estimated Drilling Costs*

Estimated costs for the construction and development of monitoring well FO-9 shallow are included for budgetary purposes. These costs will be revised based on the selection of the well site and the final details of the technical specifications under Task 2. Costs included herein represent good-faith estimates based on current project understanding and/or assumptions, but may be revised to account for adjustments based on site conditions, well construction details and/or logistics, project duration, changes in labor or material rates, and other such factors. The technical specifications prepared under Task 2 will include a detailed bid schedule and timeline which will be used to refine M&A and Maggiora cost estimates. M&A will

provide revised costs for Task 3 and negotiate any required contract changes prior to beginning well construction activities.

#### **Task 1: Project Management**

M&A will provide administrative and budgetary management duties throughout the duration of the project; including but not limited to coordination with Watermaster, attendance at project meetings, assistance with site selection, permitting and providing information needed for Watermaster to obtain approvals from the landowner, budget management, and schedule management.

This task assumes a contract completion date of December 31, 2023. Progress reports will be included with invoice submittals.

#### **Task 2: Technical Specifications**

M&A will prepare technical specifications for the FO-9 shallow monitoring well to describe well design features, construction logistics, and installation and development procedures. Technical specifications will be used to gain agreement on the well design, construction logistics, and construction approach. Key components of the well design include borehole drilling, borehole geophysics, well installation, well development, and surface completion.

Task 2 includes preparation of draft technical specifications, one round of comments from Watermaster on the draft, and finalization. Draft and final technical specifications will be transmitted electronically. This task includes costs for one visit to the proposed well site with Watermaster and Maggiora to assess access and other site logistics.

M&A will assist the Watermaster with site selection for the well, including assistance in providing the information needed for Watermaster to obtain any necessary permits and approvals from the landowner. Watermaster is ultimately responsible for obtaining necessary permits.

#### **Task 3: Construction Management**

M&A will retain Maggiora to complete well installation and development, and will provide construction management during these activities. M&A will observe and document construction activities, including development of a lithologic log and determination of the final well design based on observations during drilling.

#### **ASSUMPTIONS**

- M&A can reasonably rely on the accuracy, timeliness, and completeness of information provided by Watermaster.
- M&A is responsible for tracking, cataloging, and approving submittals. M&A will provide Watermaster copies of all approved contractor submittals.
- Fieldwork will generally be conducted during 12-hour workdays on a standard 5-day workweek.
- Equipment rentals and fieldwork consumable purchases may be required. These may include but are not limited to field notebooks, chip trays and other miscellaneous project supplies. Costs for these items are included herein.
- M&A will assist the Watermaster in coordinating property access with the property owner.

- Prior to the start of drilling activities, M&A will coordinate and oversee subsurface utility locating by a Subtronic Corporation or equally qualified subsurface utility locating company. M&A is specifically not responsible for damages to buried utilities not identified by the property owner, Watermaster, Underground Service Alert of Northern California or the private utility locator.
- M&A and Maggiora will pay for and secure the Monterey County well permit.
- Costs for wellhead surveying (latitude, longitude, and elevation), groundwater sampling and well equipping (datalogger, sample pump, etc.) are not included in this proposal. Costs for these services can be provided upon request.

Construction management costs provided herein are estimated based on anticipated durations for each activity. The following durations are assumed for cost estimating purposes, for a total of approximately 24 field days:

- Utility clearance – 1 day
- Mobilization – 2 days
- Borehole drilling – 13 days
- Well installation – 3 days
- Well development – 3 days
- Well completion and demobilization – 2 days

Actual durations are subject to site conditions, drilling progress, weather and other factors not controlled by M&A. As such, actual costs are subject to increase or decrease based on actual durations. Field oversight costs are based on the Scientist 2 hourly rate, but efforts will be made to use the most cost-efficient, responsible staff level where feasible.

#### **Task 4: Reporting**

M&A will prepare a Well Installation Report following completion of site activities. The report will include a description of the work completed, description of the methods and procedures used, results and discussion of drilling and testing activities, conclusions and relevant appendices. A draft well installation report will be prepared in Microsoft Word format for Watermaster comment. Final submittal of this report will include one hardcopy and one PDF copy. The hardcopy report will additionally include long-form print outs of downhole logging (geophysical, caliper, alignment, spinner), a copy of the complete video survey in MP4 format (provided on DVD or flash drive), and one set of drill cutting chip trays.

Maggiora will file the Well Installation Report with the appropriate agency(s) including Monterey County Department of Health.

#### **SCHEDULE**

M&A assumes Task 2 will be completed by the end of calendar year 2022, provided the contract is executed by mid-October 2022 and that site selection is also completed during this time period. Well construction would occur in 2023 according to driller availability. The Well Installation Report will be completed within approximately 45 days following the completion of field activities.



**EXHIBIT B**

**MAGGIORA BROS. DRILLING, INC.**

**DRILLING CONTRACTORS - PUMP SALES & SERVICE**  
CALIFORNIA CONTRACTOR'S LICENSE NO. 249957

Corporate Office  
595 Airport Blvd.  
Watsonville, CA 95076

Tel: (831) 724-1338  
Tel: (800) 728-1480  
Fax: (831) 724-3228

Contractor Bid - 08/01/2022

**Montgomery & Associates**  
**1970 Broadway, Suite 225**  
**Oakland, Ca 94612**  
**Attn. Bill DeBoer P.G., C.Hg.**

Re: Construction of 2.5" Dia. x 660', PVC cased, monitoring well in Seaside, Ca.

The following is Maggiora Bros. Drilling, Inc. proposal:

1	Mobilization, includes permit	LS	1	\$10,000.00	\$10,000.00
2	Drill 10.75" bore hole	LF	660	\$92.00	\$60,720.00
3	E-log	LS	1	\$4,500.00	\$4,500.00
4	Caliper Log	LS	1	\$3,500.00	\$3,500.00
5	2.5" Sch 80 FT Blank Casing F&I	LF	620	\$25.00	\$15,500.00
6	2.5", Sch80 FT .030" screen F&I	LF	40	\$35.00	\$1,400.00
7	F & I Gravel Pack	LF	110	\$56.00	\$6,160.00
8	F & I sanitary seal	LF	550	\$55.00	\$30,250.00
9	Well Development	HR	8	\$500.00	\$4,000.00
10	test pump install & remove	LS	1	\$1,500.00	\$1,500.00
11	Pump development	HR	4	\$395.00	\$1,580.00
12	disposal of fluids & cuttings	LS	1	\$12,000.00	\$12,000.00
13	Standby time	HR	0	\$500.00	\$0.00

**Price: includes labor, equipment, material, taxes, & freight: \$151,110.00**

- Customer is to provide access to site and to mark location of well.
- Drilling Contractor will USA for drilling. We recommend that the customer have a private locator verify utilities at well location if needed.
- Customer to provide a source of water for drilling at site and provide a level site for the well drilling equipment.
- ~~Cuttings and drill fluids to remain on site and are the responsibility of the Customer, unless other provisions have been made.~~
- Temp fencing, sound-walls, traffic control, or other BMP's are not included. These can be provided at an additional cost.
- Drilling Contractor will provide a drilling permit from the County. All other permits are excluded.
- Test hole destruction, if required, will be \$75/ft. If drilling slows to < 8' in two hours, drilling converts to hourly at \$550.00

# MAGGIORA BROS. DRILLING, INC.

DRILLING CONTRACTORS - PUMP SALES & SERVICE  
CALIFORNIA CONTRACTOR'S LICENSE NO. 249957

Page 2

8. Bonding is not included in this proposal, but can be provided on a cost/plus basis.
9. Maggiora Bros. Drilling, Inc. current backlog is such that we may not be able to start the project for 4 to 5 months.
10. Proposal is valid for 30 days.
11. Due to the volatility of material & fuel costs in the current market, Maggiora Bros. Drilling, Inc. reserves the right to adjust pricing based on the actual cost of materials at the time of order.

Maggiora Bros. Drilling, Inc is a Union company; Operating Engineers, Local #3, as well as, a Certified Small Business. (34073)

If you have any questions, feel free to contact us!

Sincerely,

*Michael F. Maggiora*

**EXHIBIT C**

**MAGGIORA BROS. DRILLING, INC.**

**DRILLING CONTRACTORS - PUMP SALES & SERVICE**  
CALIFORNIA CONTRACTOR'S LICENSE NO. 249957

Corporate Office  
595 Airport Blvd.  
Watsonville, CA 95076

Tel: (831) 724-1338  
Tel: (800) 728-1480  
Fax: (831) 724-3228

Contractor Bid - 02/01/2023  
**Montgomery & Associates**  
**1970 Broadway, Suite 225**  
**Oakland, Ca 94612**  
**Attn. Bill DeBoer P.G., C.Hg.**

Re: Construction of 2.5" Dia. x 655', PVC cased, monitoring well in Seaside, Ca.

The following is Maggiora Bros. Drilling, Inc. proposal:

1 Mobilization, includes permits	LS	1	\$10,000.00	\$10,000.00
2 Drill 10.75" bore hole	LF	670	\$92.00	\$61,640.00
3 E-log	EA	1	\$4,500.00	\$4,500.00
4 Caliper Log	EA	1	\$3,500.00	\$3,500.00
5 2.5" Sch 80, FT, Blank Casing F&I	LF	615	\$25.00	\$15,375.00
6 2.5", Sch80, FT, .030" screen F&I	LF	40	\$35.00	\$1,400.00
7 F & I Gravel Pack	LF	75	\$56.00	\$4,200.00
8 F & I sanitary seal	LF	595	\$55.00	\$32,725.00
9 Well Development - Airlift	HR	8	\$550.00	\$4,400.00
10 Video well	EA	1	\$3,500.00	\$3,500.00
11 Disposal of fluids & cuttings	LS	1	\$12,000.00	\$12,000.00
12 Install flush box and 4' x 4' pad	EA	1	\$1,950.00	\$1,950.00
13 Standby time	HR	0	\$550.00	\$0.00

**Price: includes labor, equipment, material, taxes, & freight: \$155,190.00**  
**Adder, if needed: 12",.250 wall x 60', MS Conductor: \$12,480.00**

1. Customer is to provide access to site and to mark location of well.
2. Drilling Contractor will USA for drilling. We recommend that the customer have a private locator verify utilities at well location if needed.
3. Customer to provide a source of water for drilling at site and provide a level site for the well drilling equipment.
4. Cuttings and drill fluids to remain on site and are the responsibility of the Customer, unless other provisions have been made.
5. Temp fencing, sound-walls, traffic control, or other BMP's are not included. These can be provided at an additional cost.
6. Drilling Contractor will provide a drilling permit from the County. All other permits are excluded.
7. Test hole destruction, if required, will be \$75/ft. If drilling slows to < 8' in two hours, drilling converts to hourly at \$550.00

# MAGGIORA BROS. DRILLING, INC.

DRILLING CONTRACTORS - PUMP SALES & SERVICE

CALIFORNIA CONTRACTOR'S LICENSE NO. 249957

Page 2

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10. Proposal is valid for 30 days.
11. Due to the volatility of material & fuel costs in the current market, Maggiora Bros. Drilling, Inc. reserves the right to adjust pricing based on the actual cost of materials at the time of order.

Maggiora Bros. Drilling, Inc is a Union company; Operating Engineers, Local #3, as well as, a Certified Small Business. (34073)

If you have any questions, feel free to contact us!

Sincerely,

*Michael F. Maggiora*

## EXHIBIT D

	\$/hr	Bill DeBoer	Field/Staff Hydrogeologi	Editing	Labor Costs	Expenses	Subcontractors			M &A	TOTAL
		Scientist 6	Scientist 2	Technical Editor			Martin Feeney	Maggiora Bros.	Subtronic Locating	10% Markup	
<b>1 Project Management</b>		\$228	\$138	\$80							
Progress tracking, coordination, meeting and		32	-	-	\$ 7,296	\$ -	-	-	-	-	\$ 7,296
<b>Task 1 Subtotals</b>		<b>32</b>	<b>0</b>	<b>0</b>	<b>\$ 7,296</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 7,296</b>
<b>2 Technical Specifications</b>											
Site Visit		14	10	-	\$ 4,572	\$ 300	-	-	-	\$ 30	\$ 4,902
Draft Technical Specifications		18	32	4	\$ 8,840	\$ -	\$ 1,000	-	-	\$ 100	\$ 9,940
Final Technical Specifications		-	-	-	\$ -	\$ -	\$ 500	-	-	\$ 50	\$ 550
Construction Management cost revisions		4	-	-	\$ 912	\$ -	-	-	-	\$ -	\$ 912
<b>Task 2 Subtotals</b>		<b>36</b>	<b>42</b>	<b>4</b>	<b>\$ 14,324</b>	<b>\$ 300</b>	<b>\$ 1,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 180</b>	<b>\$ 16,304</b>
<b>3 Construction Management</b>											
Subsurface Utility Locating		2	10	-	\$ 1,836	\$ 200	-	-	\$ 1,600	\$ 180	\$ 3,816
Mobilization, Drilling, Well Installation*		12	216	-	\$ 32,544	\$ 4,500	\$ 500	\$ 145,820	-	\$ 15,082	\$ 198,446
Well Development		2	36	-	\$ 5,424	\$ 750	-	\$ 7,900	-	\$ 865	\$ 14,939
Wellhead Completion, Demobilization, Waste		2	24	-	\$ 3,768	\$ 500	-	\$ 13,950	-	\$ 1,445	\$ 19,663
<b>SUBTOTAL COST</b>					<b>\$ 43,572</b>	<b>\$ 5,950</b>	<b>\$ 500</b>	<b>\$ 167,670</b>	<b>\$ 1,600</b>	<b>\$ 17,572</b>	<b>\$ 236,864</b>
Contingency (5%)**					\$ 2,179	\$ 298	\$ 25	\$ 8,384	\$ 80	\$ 879	\$ 11,843
<b>Task 3 Subtotals</b>		<b>18</b>	<b>286</b>	<b>0</b>	<b>\$ 45,751</b>	<b>\$ 6,248</b>	<b>\$ 525</b>	<b>\$ 176,054</b>	<b>\$ 1,680</b>	<b>\$ 18,451</b>	<b>\$ 248,707</b>
<b>4 Reporting</b>											
Draft Well Installation Report		16	24	2	\$ 7,120	\$ -	\$ 500	-	-	\$ 50	\$ 7,670
Final Well Installation Report		4	6	1	\$ 1,820	\$ -	-	-	-	\$ -	\$ 1,820
<b>Task 4 Subtotals</b>		<b>20</b>	<b>30</b>	<b>3</b>	<b>\$ 8,940</b>	<b>\$ -</b>	<b>\$ 500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 50</b>	<b>\$ 9,490</b>
<b>TOTAL HOURS</b>		<b>106</b>	<b>358</b>	<b>7</b>							
<b>TOTAL COST</b>		<b>\$24,168</b>	<b>\$49,404</b>	<b>\$560</b>	<b>\$76,311</b>	<b>\$6,548</b>	<b>\$2,525</b>	<b>\$176,054</b>	<b>\$1,680</b>	<b>\$18,681</b>	<b>\$281,797</b>
* Includes addition of 12" conductor, if needed.											
** To provide for uncertainties in field conditions and cost changes mentioned in well driller's quote Footnote 11.											



SEASIDE GROUNDWATER BASIN  
WATERMASTER

TO: Board of Directors

FROM: Robert S. Jaques, Technical Program Manager  
REVIEWED BY: Laura Paxton, Administrative Officer

DATE: March 1, 2023

SUBJECT: Consider Approving Revisions to the Watermaster's Rules and Regulations  
-----

**RECOMMENDATIONS:** Approve the attached Proposed Revisions to the Rules and Regulations

**BACKGROUND:**

The Governor's proclaimed State of Emergency related to the Covid-19 health crisis came to an end on February 28, 2023. Therefore, the provision allowing legislative bodies to hold meetings using Zoom or some other form of videoconferencing also came to an end. Some new legislation has been developed that will provide bodies whose meetings are subject to the requirements of the Ralph M. Brown Act (California Government Code, Title 5, Division 2, Part 1, Chapter 9) (herein referred to simply as the "Brown Act") with the ability to enable members of those bodies to participate remotely in meetings under certain very limited and restrictive conditions.

The Brown Act applies to the meetings of "legislative bodies" of all "local agencies" in California, e.g., councils, boards, commissions and committees. "Local agencies" are defined in Section 54951 of the Brown Act as including all cities, counties, school districts, municipal corporations, special districts, and all other local public entities. Under the definitions contained in the Brown Act the Watermaster is not a "local agency" and therefore would not be subject to the requirements of the Brown Act.

However, the Adjudication Decision that created the Watermaster states, in paragraph III/L.3.h "Meeting Procedures. Watermaster shall designate the procedure for conducting meetings within its Rules and Regulations. Rules and regulations for conducting meetings shall conform to the procedures established for meetings of public agencies pursuant to the California Open Meetings Law ("Brown Act"), California Government Code section 54950 et seq., as it may be amended from time to time." Therefore, the Watermaster is required to hold its meetings in conformance with the requirements of the Brown Act.

**DISCUSSION:**

Section 54952 of the Brown Act defines "legislative bodies" to be:

- (a) The governing body of a local agency or any other local body created by state or federal statute.
- (b) A commission, committee, board, or other body of a local agency, whether permanent or temporary, decisionmaking or advisory, created by charter, ordinance, resolution, or formal action of a legislative body. *However, advisory committees, composed solely of the members of the legislative body that are less than a quorum of the legislative body are not legislative bodies, except that standing committees of a legislative body, irrespective of their composition, which have a continuing subject matter jurisdiction, or a meeting schedule fixed by charter, ordinance, resolution, or formal action of a legislative body are legislative bodies for purposes of this chapter.* (Emphasis added)

The Watermaster’s Technical Advisory Committee (TAC) does not meet the definition of “a governing body” (that would be the Watermaster’s Board of Directors). It is also not a committee that has a “quorum of the legislative body” (normally at most one or two members of the Board of Directors are members of the TAC). It is not a committee that has “continuing subject matter jurisdiction,” since it is only an advisory committee to the Board of Directors. The TAC can only make recommendations on technical matters to the Board, which as the governing body is the party that can either accept, reject, or modify the TAC’s recommendations and take action on them.

Thus, the Brown Act would not apply to the TAC, but for the fact that the Watermaster’s Rules and Regulations, in Section 3.3 titled “Advisory Committees,” has a subsection titled “Standing Committees” and the TAC is listed under that subsection.

While the Governor’s State of Emergency was in effect, the TAC’s meetings were held using Zoom. This approach was very successful in having a quorum to conduct TAC business by avoiding situations where TAC members could not attend in person due to other essential meetings being held in close time-proximity to the TAC meetings. Now, with reduced staffing in many agencies, with some staff members being allowed to work from home, and with potentially more frequent time-conflicts with other meetings that TAC members are required to attend, there will be an increased likelihood of having a lack of quorum to conduct TAC meetings.

In view of the success of using the Zoom meeting approach, it is recommended that the Board revise the language in Section 3.3 of its Rules and Regulations as follows:

1. The language in the opening paragraph of this Section currently reads: *“The Watermaster Board may establish such committees and subcommittees as it deems necessary to advise Watermaster Board on specific issues. Persons appointed to such committees or subcommittees need not be a Member. No more than five (5) Members or their Alternates shall sit on any individual committee or subcommittee. Each committee member shall be entitled to one (1) vote only.”*

Revise this paragraph by adding this language: *“Meetings of these committees will be publicly noticed and members of the public will be able to participate in those meetings. None of these committees will have jurisdiction over the subject matter with which it deals. The committees may only provide recommendations to the Board. It is the Board that has the jurisdiction to take action on those recommendations.”*

1. Delete subheading 3.3.1 in this Section titled “Standing Committees” which states “The Watermaster has established the following standing committees.”
2. Renumber subsections 3.3.1.1 “Technical Advisory Committee” and 3.3.1.2 “Budget and Finance Committee” to be subsections 3.3.1 and 3.3.2 respectively, and add subsection 3.3.3 Public Awareness Committee.
3. Renumber subsection 3.3.2 to subsection 3.3.4, change the title to “Committee Meetings” and delete the instances of “standing” in the subsection.

With these language revisions, these committees would simply be advisory committees, not standing committees. This would exempt them from having to function under the requirements of the Brown Act, and would improve the ability of these committees to have a quorum present by enabling them to conduct meetings using the Zoom meeting approach. Their meetings would still be publicly noticed and members of the public would still be able to participate in those meetings.

**ATTACHMENT:** Current Watermaster Rules & Regulations and Proposed Revised Language in Section 3.3 of the Rules and Regulations



## CURRENT WATERMASTER RULES AND REGULATIONS RE: COMMITTEES

### 3.3 Advisory Committees

The Watermaster Board may establish such committees and subcommittees as it deems necessary to advise Watermaster Board on specific issues. Persons appointed to such committees or subcommittees need not be a Member. The Watermaster Board shall appoint the Chairperson of any such committee or subcommittee. No more than five (5) Members or their Alternates shall sit on any individual committee or subcommittee. Each committee member shall be entitled to one (1) vote only.

#### 3.3.1 Standing Committees

The Watermaster Board has established the following standing committees.

##### A. Technical Advisory Committee

The purpose of the Technical Advisory Committee is to advise the Watermaster Board regarding implementation of the physical solution, and to perform such specific tasks as the Watermaster assigns to the Technical Advisory Committee from time to time. The Technical Advisory Committee shall be made up of one committee member for each voting Member of the Board of Directors and one member of the Public duly voted on by the Board of Directors for a total of ten, (10) committee members. Committee members representing each Board voting member will be chosen by representatives from that Member entity. The individual voted on by the Board must reside within the boundaries of the Seaside Groundwater Basin and will serve for a two-year term and could be reappointed if the Board so decides. At its sole discretion the Board may remove and/or replace the Public member at any time. A minimum of 6 members shall be required to constitute a quorum of the Technical Advisory Committee.

##### B. Budget and Finance Committee

The purpose of the Budget and Finance Committee is to advise the Watermaster Board regarding the funding of implementation of the physical solution, including operations of the Watermaster.

#### 3.3.2 Meetings of Standing Committees

Meetings of any standing committee may be called by the Chair or Vice Chair of such committee. At least 72 hours before a regular meeting of a standing committee or at least 24 hours before a special meeting of a standing committee, the Secretary of the Watermaster, or its designee, shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting and deliver a copy of the agenda to the members of the committee and to Persons who have made a written request for copies of the agendas of the standing committee. The agenda shall otherwise conform with the content, posting and availability of requirements for agencies set forth in Rule 3.6.

## **Proposed Revised Language in Section 3.3 of the Rules and Regulations**

### 3.3 Advisory Committees

The Watermaster Board may establish such committees and subcommittees as it deems necessary to advise Watermaster Board on specific issues. Meetings of these committees will be publicly noticed and members of the public will be able to participate in those meetings. None of these committees will have jurisdiction over the subject matter with which it deals. The committees may only provide recommendations to the Board. It is the Board that has the jurisdiction to take action on those recommendations. Persons appointed to such committees or subcommittees need not be a Member. No more than five (5) Members or their Alternates shall sit on any individual committee or subcommittee. Each committee member shall be entitled to one (1) vote only.

#### 3.3.1 Technical Advisory Committee

The purpose of the Technical Advisory Committee is to advise the Watermaster Board regarding implementation of the physical solution, and to perform such specific tasks as the Watermaster assigns to the Technical Advisory Committee from time to time.

#### 3.3.2 Budget and Finance Committee

The purpose of the Budget and Finance Committee is to advise the Watermaster Board regarding the funding of implementation of the physical solution, including operations of the Watermaster.

#### 3.3.3 Public Awareness Committee

The purpose of the Public Awareness Committee is to advise the Watermaster Board regarding the development of a plan for presenting to public agencies and citizens the role of Watermaster and the critical depleted status of the Seaside Basin.

#### 3.3.4 Committee Meetings

Meetings of any committee may be called by the Chair or Vice Chair of such committee. At least 72 hours before a regular meeting of a committee or at least 24 hours before a special meeting of a committee, the Secretary of the Watermaster, or its designee, shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting and deliver a copy of the agenda to the members of the committee and to Persons who have made a written request for copies of the agendas of the committee. The agenda shall otherwise conform with the content, posting and availability of requirements for agencies set forth in Rule 3.6.

**SEASIDE GROUNDWATER BASIN  
WATERMASTER**

TO: Board of Directors

FROM: Robert S. Jaques, Technical Program Manager

DATE: March 1, 2023

SUBJECT: Discussion/Consider Approving Cost-Sharing Agreement for Installing a Replacement Monitoring Well for Monitoring Well FO-9 Shallow

-----  
**RECOMMENDATIONS:**

It is recommended that the Board approve the attached Cost-Sharing Agreement and authorize the Chairperson to execute the Agreement.

**BACKGROUND:**

As discussed in the 2021 and 2022 Watermaster Annual Reports, monitoring well FO-9 Shallow developed a leak in its casing and had to be destroyed to prevent cross-aquifer contamination. Capital Projects have been included in the 2022 and 2023 Monitoring & Management Program (M&MP) Capital Budgets to design and install a replacement well. Data that will be obtained from the replacement well will be useful to MPWMD and MCWD as well as the Watermaster. Efforts have been underway since late 2022 and into early 2023 to develop a three-party cost-sharing agreement between these entities for the costs to install the replacement well.

**DISCUSSION:**

The Consent item in today's Agenda packet for Montgomery & Associates' RFS No. 2023-03 provides a description of the work that is being undertaken to install the replacement well. Attached is a Memorandum of Agreement for the Watermaster, MPWMD, and MCWD to share in the costs of that work. The Agreement was negotiated with those entities and has been found acceptable to the staffs of each of them. MPWMD and MCWD staffs intend to present the Agreement to their respective Boards of Directors for approval later this March. If approved by all three entities, the Watermaster's share of the costs will be significantly reduced from the budgeted amount.

**ATTACHMENT:**

Memorandum of Agreement Between the Seaside Basin Watermaster, the Monterey Peninsula Water Management District, and the Marina Coast Water District to Share in the Costs of Installing a Groundwater Monitoring Well

# **MEMORANDUM OF AGREEMENT**

**BETWEEN THE SEASIDE BASIN WATERMASTER  
THE MONTEREY PENINSULA WATER MANAGEMENT DISTRICT  
AND  
THE MARINA COAST WATER DISTRICT  
TO SHARE IN THE COSTS OF INSTALLING A GROUNDWATER  
MONITORING WELL**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the SEASIDE BASIN WATERMASTER, hereinafter referred to as the "WATERMASTER", and the MONTEREY PENINSULA WATER MANAGEMENT DISTRICT, hereinafter referred to as the "DISTRICT", and the MARINA COAST WATER DISTRICT, hereinafter referred to as "MARINA COAST," as follows.

In this Agreement the terms "Party" and "Parties" refer to the WATERMASTER, the DISTRICT, and/or MARINA COAST, either individually or collectively.

## **RECITALS:**

- A. Under Case No. M66343, California Superior Court, Monterey County, on March 27, 2006 by entry of Judgment ("Judgment") the WATERMASTER was created. The purpose of the WATERMASTER is to assist the Court in the administration and enforcement of the provisions of the Judgment.
- B. As part of carrying out its duties and responsibilities under the Judgment, the WATERMASTER carries out a Monitoring and Management Program (M&MP). Under the M&MP groundwater level and groundwater quality data is collected from a network of monitoring and production wells.
- C. One of the monitoring wells, FO-9 Shallow, developed a casing leak and had to be destroyed. The Parties wish to install a new monitoring well to replace FO-9 Shallow.
- D. The Parties wish to enter into this Agreement to share in the cost of installing the replacement well.

## **Terms and Conditions**

In consideration of the mutual promises contained herein, the WATERMASTER, the DISTRICT, and MARINA COAST hereby agree to the following terms and conditions:

- A. Work to be performed.** The WATERMASTER will have its consultant, Montgomery & Associates, design and install the replacement monitoring well. The Scope of Work and the estimated costs to perform this work are described in Attachment 1 to this Agreement. The staff of each of the Parties to this Agreement will be invited to attend any key meetings and/or conference calls that are held between the WATERMASTER and its consultant as the work is being performed, in order to enable each of the Parties to stay abreast of the work, raise pertinent questions in a timely manner, and provide input as appropriate.

The Parties hereto understand, as stated in Attachment 1, that it is difficult for Montgomery & Associates to accurately estimate the costs to perform the work and that the costs listed in the table in Exhibit C in Attachment 1 are Montgomery & Associates' best estimates. In the event it is determined, during the course of the work, that the cost to complete the work will be greater than the total cost listed in that table, the Parties agree to meet and confer to reach agreement on a revised cost that will be shared as described in paragraph B, so that the work can be completed. Agreement on said revised cost shall not be binding on any Party unless and until that Party formalizes its agreement to the revised cost in writing to each of the other Parties.

- B. Costs of installing the replacement well to be shared.** The costs to be shared are the Total Costs shown in the bottom row of the table in Exhibit C of Attachment 1. These costs will be shared in the following percentages:

WATERMASTER share = 42.5% (estimated to be \$119,763.73)

DISTRICT share = 15% (estimated to be \$42,269.55)

MARINA COAST share = 42.5% (estimated to be \$119,763.72)

(In the event a revised cost is agreed to, as described in paragraph A, these dollar figures will change in accordance with paragraph A).

- C. Documents to be provided.** Once the Draft Technical Specifications are prepared under Task 2 as described in Attachment 1, the WATERMASTER will provide the DISTRICT and MARINA COAST each with one copy of the Draft Technical Specifications for their review and comment. After receipt of those comments, and any comments the WATERMASTER provides, the Final Technical Specifications will be prepared incorporating any appropriate revisions to address those comments. The DISTRICT and MARINA COAST will each be provided one copy of the Final Technical Specifications that will be used for the installation of the replacement well, and will also be provided one copy of the Well Installation Report referred to in Task 3 of Attachment 1, following completion of installation of the replacement well.

- D. Payment of costs and reimbursement to the WATERMASTER.** The WATERMASTER will make progress payments to Montgomery & Associates as it satisfactorily performs the work described in Attachment 1. After the satisfactory completion of the work, the WATERMASTER will provide to the DISTRICT and to MARINA COAST, copies of the payments it made to Montgomery & Associates. Within 30 days of receiving those documents, the DISTRICT and MARINA COAST will reimburse the WATERMASTER for their percentage shares of those costs, subject to the limits set forth in sections A and B.

**E. Term of Agreement.** The term of this Agreement shall commence on the date of its execution, and shall continue in effect until the WATERMASTER has been reimbursed as described in paragraph D, , except that paragraphs F, G, H, and I shall continue in effect until the replacement well is destroyed..

**F. Hold Harmless.** Under this Agreement each of the Parties does hereby agree to indemnify, defend, and hold each of other the Parties and their Board members, officers, employees, agents, and representatives harmless from and against any and all liability, claims, suits, actions, damages, and causes of action of any kind arising out of the performance of the work described in this Agreement.

Notwithstanding any input from DISTRICT and/or MARINA COAST, the WATERMASTER shall have sole responsibility for the design, installation, operation, monitoring, repair, and any future replacement of the replacement monitoring well.

**G. Venue.** In the event that suit shall be brought by any Party to this Agreement, the Parties agree that venue shall be exclusively vested in the state courts of the County of Monterey, or, if brought in federal court, in the United States District Court handling matters arising in Monterey County. Further, the prevailing Party shall be entitled to reasonable attorney fees and costs.

**H. Sharing of Well Data; Operational Changes.** The WATERMASTER agrees to provide the other Parties with all monitoring data and other output information from the well and in a timely manner and to consult with the other Parties on any operational and other changes proposed to be made to the well.

**I. Notices.** Written notice shall be deemed to have been duly served if delivered in person or by mail to the individuals and at the addresses listed below:

A. WATERMASTER:            Technical Program Manager  
   Seaside Basin Watermaster  
   P.O. Box 51502  
   Pacific Grove, CA 93950

B. DISTRICT:                    General Manager  
   Monterey Peninsula Water Management District  
   5 Harris Court, Building G  
   Monterey, CA 93940

B. MARINA COAST:            General Manager  
   Marina Coast Water District  
   11 Reservation Road  
   Marina, CA 93933

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates shown below.

**WATERMASTER**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Name) Chair, Board of Directors

**DISTRICT**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
David Stoldt, General Manager

**MARINA COAST**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Remleh Scherzinger, General Manager

**ATTACHMENT 1**  
**Scope of Work and Cost**  
**to**  
**Design and Install the Replacement Monitoring Well**

Notes:

1. The Scope of Work in Exhibit A was taken from Montgomery & Associates' Proposal Letter Dated August 3, 2022
2. The well driller's cost quote dated 02/01/2023 is in Exhibit B.
3. The table showing the total estimated costs is in Exhibit C.



## **EXHIBIT A**



**MONTGOMERY  
& ASSOCIATES**

Water Resource Consultants

Groundwater experts since 1984

August 3, 2022

Mr. Bob Jaques  
Seaside Watermaster Technical Program Manager  
83 Via Encanto  
Monterey, CA 93940

### **SUBJECT: SCOPE AND FEE FOR REPLACEMENT MONITORING WELL FO-9 SHALLOW**

Dear Mr. Jaques,

Montgomery & Associates (M&A) is pleased to submit this scope, fee, and schedule proposal to the Seaside Groundwater Basin Watermaster (Watermaster) to provide hydrogeological support and construction management services for a replacement monitoring well for FO-9 shallow. The current FO-9 shallow monitoring well is constructed of 2-inch diameter PVC well casing with a screen intake from 610 to 650-feet below ground surface. This proposal assumes a borehole depth of 660-feet below ground surface (bgs), total well depth of 650-feet bgs, and proposes 2.5-inch Schedule 80 PVC well casing and screen. The deeper depth assumed is because the replacement well may not be located at the location of the original FO-9 shallow monitoring well. The actual location of the well will be determined during Task 2. Schedule 80 PVC is proposed to increase the lifespan of the replacement well.

M&A currently anticipates retaining the support of Maggiora Brothers Drilling (Maggiora) of Watsonville, CA, for well installation and development services. The drilling contractor is subject to change based on project requirements and with prior approval from Watermaster. Martin Feeny will additionally be retained to provide hydrogeological review and monitoring well design recommendations based on his history with Watermaster, as requested.

#### **SCOPE OF WORK**

The scope of work includes technical specifications, bidding and contract support, construction management, and reporting. M&A proposes the following tasks to complete the project:

- Task 1 – Project Management
- Task 2 – Technical Specifications
- Task 3 – Construction Management
- Task 4 – Reporting

These tasks are described individually below.

#### ***Estimated Drilling Costs***

Estimated costs for the construction and development of monitoring well FO-9 shallow are included for budgetary purposes. These costs will be revised based on the selection of the well site and the final details of the technical specifications under Task 2. Costs included herein represent good-faith estimates based on current project understanding and/or assumptions, but may be revised to account for adjustments based on site conditions, well construction details and/or logistics, project duration, changes in labor or material rates, and other such factors. The technical specifications prepared under Task 2 will include a detailed bid schedule and timeline which will be used to refine M&A and Maggiora cost estimates. M&A will

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provide revised costs for Task 3 and negotiate any required contract changes prior to beginning well construction activities.

**Task 1: Project Management**

M&A will provide administrative and budgetary management duties throughout the duration of the project; including but not limited to coordination with Watermaster, attendance at project meetings, assistance with site selection, permitting and providing information needed for Watermaster to obtain approvals from the landowner, budget management, and schedule management.

This task assumes a contract completion date of December 31, 2023. Progress reports will be included with invoice submittals.

**Task 2: Technical Specifications**

M&A will prepare technical specifications for the FO-9 shallow monitoring well to describe well design features, construction logistics, and installation and development procedures. Technical specifications will be used to gain agreement on the well design, construction logistics, and construction approach. Key components of the well design include borehole drilling, borehole geophysics, well installation, well development, and surface completion.

Task 2 includes preparation of draft technical specifications, one round of comments from Watermaster on the draft, and finalization. Draft and final technical specifications will be transmitted electronically. This task includes costs for one visit to the proposed well site with Watermaster and Maggiora to assess access and other site logistics.

M&A will assist the Watermaster with site selection for the well, including assistance in providing the information needed for Watermaster to obtain any necessary permits and approvals from the landowner. Watermaster is ultimately responsible for obtaining necessary permits.

**Task 3: Construction Management**

M&A will retain Maggiora to complete well installation and development, and will provide construction management during these activities. M&A will observe and document construction activities, including development of a lithologic log and determination of the final well design based on observations during drilling.

**ASSUMPTIONS**

- M&A can reasonably rely on the accuracy, timeliness, and completeness of information provided by Watermaster.
- M&A is responsible for tracking, cataloging, and approving submittals. M&A will provide Watermaster copies of all approved contractor submittals.
- Fieldwork will generally be conducted during 12-hour workdays on a standard 5-day workweek.
- Equipment rentals and fieldwork consumable purchases may be required. These may include but are not limited to field notebooks, chip trays and other miscellaneous project supplies. Costs for these items are included herein.
- M&A will assist the Watermaster in coordinating property access with the property owner.

- Prior to the start of drilling activities, M&A will coordinate and oversee subsurface utility locating by a Subtronic Corporation or equally qualified subsurface utility locating company. M&A is specifically not responsible for damages to buried utilities not identified by the property owner, Watermaster, Underground Service Alert of Northern California or the private utility locator.
- M&A and Maggiora will pay for and secure the Monterey County well permit.
- Costs for wellhead surveying (latitude, longitude, and elevation), groundwater sampling and well equipping (datalogger, sample pump, etc.) are not included in this proposal. Costs for these services can be provided upon request.

Construction management costs provided herein are estimated based on anticipated durations for each activity. The following durations are assumed for cost estimating purposes, for a total of approximately 24 field days:

- Utility clearance – 1 day
- Mobilization – 2 days
- Borehole drilling – 13 days
- Well installation – 3 days
- Well development – 3 days
- Well completion and demobilization – 2 days

Actual durations are subject to site conditions, drilling progress, weather and other factors not controlled by M&A. As such, actual costs are subject to increase or decrease based on actual durations. Field oversight costs are based on the Scientist 2 hourly rate, but efforts will be made to use the most cost-efficient, responsible staff level where feasible.

#### **Task 4: Reporting**

M&A will prepare a Well Installation Report following completion of site activities. The report will include a description of the work completed, description of the methods and procedures used, results and discussion of drilling and testing activities, conclusions and relevant appendices. A draft well installation report will be prepared in Microsoft Word format for Watermaster comment. Final submittal of this report will include one hardcopy and one PDF copy. The hardcopy report will additionally include long-form print outs of downhole logging (geophysical, caliper, alignment, spinner), a copy of the complete video survey in MP4 format (provided on DVD or flash drive), and one set of drill cutting chip trays.

Maggiora will file the Well Installation Report with the appropriate agency(s) including Monterey County Department of Health.

#### **SCHEDULE**

M&A assumes Task 2 will be completed by the end of calendar year 2022, provided the contract is executed by mid-October 2022 and that site selection is also completed during this time period. Well construction would occur in 2023 according to driller availability. The Well Installation Report will be completed within approximately 45 days following the completion of field activities.

## EXHIBIT B

# MAGGIORA BROS. DRILLING, INC.

DRILLING CONTRACTORS - PUMP SALES & SERVICE  
CALIFORNIA CONTRACTOR'S LICENSE NO. 249957

Corporate Office  
595 Airport Blvd.  
Watsonville, CA 95076

Tel: (831) 724-1338  
Tel: (800) 728-1480  
Fax: (831) 724-3228

Contractor Bid - 02/01/2023  
**Montgomery & Associates**  
**1970 Broadway, Suite 225**  
**Oakland, Ca 94612**  
**Attn. Bill DeBoer P.G., C.Hg.**

Re: Construction of 2.5" Dia. x 655', PVC cased, monitoring well in Seaside, Ca.

The following is Maggiora Bros. Drilling, Inc. proposal:

1	Mobilization, includes permits	LS	1	\$10,000.00	\$10,000.00
2	Drill 10.75" bore hole	LF	670	\$92.00	\$61,640.00
3	E-log	EA	1	\$4,500.00	\$4,500.00
4	Caliper Log	EA	1	\$3,500.00	\$3,500.00
5	2.5" Sch 80, FT, Blank Casing F&I	LF	615	\$25.00	\$15,375.00
6	2.5", Sch80, FT, .030" screen F&I	LF	40	\$35.00	\$1,400.00
7	F & I Gravel Pack	LF	75	\$56.00	\$4,200.00
8	F & I sanitary seal	LF	595	\$55.00	\$32,725.00
9	Well Development - Airlift	HR	8	\$550.00	\$4,400.00
10	Video well	EA	1	\$3,500.00	\$3,500.00
11	Disposal of fluids & cuttings	LS	1	\$12,000.00	\$12,000.00
12	Install flush box and 4' x 4' pad	EA	1	\$1,950.00	\$1,950.00
13	Standby time	HR	0	\$550.00	\$0.00

**Price: includes labor, equipment, material, taxes, & freight: \$155,190.00**  
**Adder, if needed: 12", .250 wall x 60', MS Conductor: \$12,480.00**

1. Customer is to provide access to site and to mark location of well.
2. Drilling Contractor will USA for drilling. We recommend that the customer have a private locator verify utilities at well location if needed.
3. Customer to provide a source of water for drilling at site and provide a level site for the well drilling equipment.
4. Cuttings and drill fluids to remain on site and are the responsibility of the Customer, unless other provisions have been made.
5. Temp fencing, sound-walls, traffic control, or other BMP's are not included. These can be provided at an additional cost.
6. Drilling Contractor will provide a drilling permit from the County. All other permits are excluded.
7. Test hole destruction, if required, will be \$75/ft. If drilling slows to < 8' in two hours, drilling converts to hourly at \$550.00

**MAGGIORA BROS. DRILLING, INC.**  
DRILLING CONTRACTORS - PUMP SALES & SERVICE  
CALIFORNIA CONTRACTOR'S LICENSE NO. 249957

Page 2

8. Bonding is not included in this proposal, but can be provided on a cost/plus basis.
9. Maggiora Bros. Drilling, Inc. current backlog is such that we may not be able to start the project for 4 to 5 months.
10. Proposal is valid for 30 days.
11. Due to the volatility of material & fuel costs in the current market, Maggiora Bros. Drilling, Inc. reserves the right to adjust pricing based on the actual cost of materials at the time of order.

Maggiora Bros. Drilling, Inc is a Union company; Operating Engineers, Local #3, as well as, a Certified Small Business. (34073)

If you have any questions, feel free to contact us!

Sincerely,

*Michael F. Maggiora*

### EXHIBIT C

	Bill DeBoer	Field/Staff Hydrogeologist	Edging	Labor Costs	Expenses	Subcontractors			M&A	TOTAL
	Summit 11	Summit 12	Technical Edging			Martin Feaney	Meggors Bros.	Subtronic Locating	D/W Markup	
<b>1 Project Management</b>										
Progress tracking, coordination, meeting and	32	-	-	\$ 7,296	\$ -	-	-	-	-	\$ 7,296
<b>Task 1 Subtotals</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>\$ 7,296</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 7,296</b>
<b>2 Technical Specifications</b>										
Site Visit	11	10	-	\$ 4,572	\$ 300	-	-	-	\$ 30	\$ 4,902
Draft Technical Specifications	18	32	4	\$ 8,840	\$ -	\$ 1,000	-	-	\$ 100	\$ 9,940
Final Technical Specifications	-	-	-	\$ -	\$ -	\$ 500	-	-	\$ 50	\$ 550
Construction Management cost revisions	4	-	-	\$ 92	\$ -	-	-	-	\$ -	\$ 92
<b>Task 2 Subtotals</b>	<b>36</b>	<b>42</b>	<b>4</b>	<b>\$ 14,324</b>	<b>\$ 300</b>	<b>\$ 1,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 180</b>	<b>\$ 16,304</b>
<b>3 Construction Management</b>										
Subsurface Utility Locating	2	10	-	\$ 1836	\$ 200	-	-	\$ 1800	\$ 180	\$ 3,816
Mobilization, Drilling, Well Installation**	12	216	-	\$ 32,544	\$ 4,500	\$ 500	\$ 145,820	-	\$ 5,082	\$ 188,446
Well Development	2	36	-	\$ 5,424	\$ 750	-	\$ 7,600	-	\$ 865	\$ 14,939
Wellhead Completion, Demobilization, Waste	2	24	-	\$ 3,768	\$ 500	-	\$ 6,960	-	\$ 1,445	\$ 11,673
<b>SUBTOTAL COST</b>				<b>\$ 43,572</b>	<b>\$ 5,950</b>	<b>\$ 500</b>	<b>\$ 167,670</b>	<b>\$ 1,600</b>	<b>\$ 17,572</b>	<b>\$ 236,864</b>
Contingency (5%)**				\$ 2,179	\$ 298	\$ 25	\$ 8,384	\$ 80	\$ 879	\$ 11,843
<b>Task 3 Subtotals</b>	<b>18</b>	<b>286</b>	<b>0</b>	<b>\$ 45,751</b>	<b>\$ 6,248</b>	<b>\$ 525</b>	<b>\$ 176,054</b>	<b>\$ 1,680</b>	<b>\$ 18,451</b>	<b>\$ 248,707</b>
<b>4 Reporting</b>										
Draft Well Installation Report	6	24	2	\$ 7,120	\$ -	\$ 500	-	-	\$ 50	\$ 7,670
Final Well Installation Report	4	6	1	\$ 1820	\$ -	-	-	-	\$ -	\$ 1820
<b>Task 4 Subtotals</b>	<b>10</b>	<b>30</b>	<b>3</b>	<b>\$ 8,940</b>	<b>\$ -</b>	<b>\$ 500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 50</b>	<b>\$ 9,490</b>
<b>TOTAL HOURS</b>	<b>106</b>	<b>352</b>	<b>7</b>							
<b>TOTAL COST</b>	<b>\$ 24,168</b>	<b>\$ 49,404</b>	<b>\$ 560</b>	<b>\$ 76,311</b>	<b>\$ 6,548</b>	<b>\$ 2,525</b>	<b>\$ 176,054</b>	<b>\$ 1,680</b>	<b>\$ 18,681</b>	<b>\$ 281,797</b>

\* Includes addition of 12" conductor, if needed.

\*\* To provide for uncertainties in field conditions and cost changes mentioned in well driller's quote Footnote 11.

TO: Board of Directors

FROM: Laura Paxton, Administrative Officer

DATE: March 1, 2023

SUBJECT: Discussion/Consider a Funding Mechanism to Ensure Seaside Groundwater Basin Replenishment

**RECOMMENDATIONS:**

It is recommended that the Board consider whether to hire a consultant to help develop a long-term funding mechanism for obtaining water that may become available to replenish the Seaside Groundwater Basin (Basin).

**BACKGROUND:**

On July 20, 2021, Watermaster Technical Program Manager, Bob Jaques arranged a meeting with David Stoldt of Monterey Peninsula Water Management District (MPWMD), Mike McCullough of Monterey One Water (M1W), and Chris Cook of California American Water (CAW) to discuss the topic of recharging the Seaside Basin to achieve groundwater levels that would be protective against seawater intrusion. A question in the Discussion Paper provided by Mr. Jaques for the meeting asked: Does CAW, MPWMD, or M1W have any way of recouping replenishment costs from their rate payers? M1W and CAW felt they did not have that ability, but MPWMD felt doing so would be within their mission. Discussion included the complexities of MPWMD ratepayer assessments, how much replenishment water was needed, and potential supply sources.

A Watermaster Replenishment Ad Hoc Committee comprised of Directors Albert, Gaglioti, Bruno, Riley and Cook was held on October 20, 2021 to consider options for replenishment of the Seaside Groundwater Basin. At the end of discussions, meeting Facilitator Bruno requested Cook and Stoldt devise a funding mechanism to provide the Basin with replenishment water.

At the meeting held January 30, 2023 the Watermaster Budget and Finance Committee reviewed, the method of calculation of the Replenishment Assessment Unit Costs charged to producers if their respective production allocations are exceeded. There was consensus that the Replenishment Assessment Fund, though ostensibly created to fund purchase of replenishment water, is not practically able to do so due to standard producers being allowed credit for in-lieu replenishment or expenses incurred while seeking a long-term water supply, resulting in no actual cash being collected in the Replenishment Fund. The Committee recommended that the Board consider whether to develop a long-term replenishment funding mechanism that is unrelated to Replenishment Fund assessments.

**DISCUSSION:**

Director Riley has repeatedly expressed concern about the lack of a long-term plan to generate funding to buy replenishment water if it becomes available. The Board has been informed that the Basin is at serious risk of seawater intrusion, being critically below protective groundwater levels in many locations. The only guard against intrusion is to raise groundwater elevations to protective levels. Recent studies by the Watermaster on Basin replenishment needs found that between 1,000 and 3,600 acre-feet annually, dependent on weather patterns, future demand projections, the timing of future water supply projects, and the impacts of inter-basin flows between the Basin and adjacent subbasins.

**FISCAL IMPACT:**

There is currently a cash balance of \$37,010 in the Replenishment Assessment Fund available toward hiring a professional consultant to develop a long-term replenishment funding plan.

**ATTACHMENT:**

1. Discussion Paper for July 20, 2021 Water Replenishment meeting between Watermaster, MPWMD, M1W, and CAW with legal opinion

## **DISCUSSION PAPER FOR JULY 20, 2021 MEETING**

*Robert Jaques, Watermaster Technical Program Manager*

### ***Background***

A Zoom meeting was held on January 15, 2021 with representatives of the Watermaster (Bob Jaques), Monterey Peninsula Water Management District (Dave Stoldt), M1W (Mike McCullough), Cal Am (Chris Cook, Ian Crooks, Tim O'Halloran) to discuss the topic of recharging the Seaside Basin to achieve groundwater levels that would be protective against seawater intrusion. Topics discussed included:

- Recharge water would not be sold to users, it would be left in the Basin to benefit all users of the Basin and to help ensure the long-term beneficial use of the Basin. Similar to other water management and water resource protection activities that are already being performed and paid for by users, does Cal Am, MPWMD, or M1W have any way of recouping such costs from their rate payers? M1W and Cal Am felt they did not have that ability, but MPWMD felt doing so would be within their mission. Mr. Stoldt felt it would be a complicated matter to determine who should pay for the recharge water. He cautioned that his Board would first need to be in agreement that purchasing water to recharge the Basin would be an appropriate cost for which landowners within its jurisdictional area should pay.
- The Watermaster has already explored with the State their various grant and loan programs to see if there is any funding available through them to purchase water to recharge the Basin. The State responded that they do not have any funding programs to pay for the purchase of recharge water. Did the representatives have any suggestions on sources of money to pay the cost of producing the recharge water? No one was aware of any State or Federal funding programs that could help with the cost to purchase recharge water.

### ***Adjudication Decision (Judgement) Authorities and Obligations of the Watermaster Pertaining to Replenishment of the Seaside Basin***

The Legal Opinion on this was prepared by Chris Campbell, the Watermaster's recently hired legal counsel, and concluded in part that:

- The Watermaster has the authority and the obligation to prevent seawater intrusion into the Basin, and to manage the water supply of the Basin for the beneficial use of the public.
- The Watermaster must ensure that the Basin's ongoing viability [as a potable water supply source] is maintained.
- The Watermaster is to work collaboratively with other entities to complete the work required to achieve groundwater levels that protect the Basin against seawater intrusion.
- If the Court determines that the Watermaster is not carrying out its duties, the Court, may impose sanctions. Those could include fines, pumping moratoriums, or even the creation of a Special Master to take over management of the Basin.



**SEASIDE GROUNDWATER BASIN WATERMASTER**

TO: Board of Directors

FROM: Laura Paxton, Administrative Officer

DATE: March 1, 2023

SUBJECT: Scheduling of a Watermaster Board Member Orientation Study Session

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**RECOMMENDATIONS:** It is recommended that the Board consider scheduling a Watermaster board member orientation study session once the City of Del Rey Oaks appoints a representative.

**BACKGROUND:**

At the December 7, 2022 board meeting, Director Riley requested the board hold a study session on strategic issues so that newly appointed board members and others interested can benefit from the corporate knowledge of longstanding board members. Chair Bruno supported Director Riley's request and planned for the scheduling to be done once new board representatives were appointed.

**DISCUSSION:**

As of today, the City of Del Rey Oaks has not appointed a representative to the Watermaster Board of Directors. The City of Monterey has appointed Council Member Barber. Since the two cities have the two new board appointees with the most to gain from such a session, it is recommended to wait for the City of Del Rey Oaks to appoint before scheduling the study session.

**ATTACHMENT:** Director Riley memorandum of request for a Study Session on Strategic Issues submitted at the December 7, 2022 Watermaster Board meeting (Note: item C.1. in Director Riley's memorandum was addressed at the December 7, 2022 board meeting.)

To: Watermaster (WM) Board and Staff  
From: George Riley  
Date: November 29, 2022  
Request for WM Study Session on Strategic Issues

The Seaside Basin is key to existing and future local water supply and management. The Watermaster Board is having turnover in membership. Even those who have been around for a while may not have a good grounding in WM history, issues and responsibilities. I therefore ask that WM set a time for a study session in early 2023 for discussion and maybe priority setting or actions on certain strategic issues. My suggested format follows:

A. Background

1. Adjudication, court decision, WM mission
2. Overproduction facts, tracking, trends
3. Threat of seawater intrusion, contingency options and trigger points, timing questions
4. Replenishment Fund, purpose, use

B. Current Issues

1. Current usage and impacts: Aquifer Storage and Recovery (ASR), Pure Water Monterey (PWM)
2. Protective water level
3. Replenishment Fund, factors used in accounting, suggested changes
4. Leakage

C. Administrative

1. Weighted voting
2. Membership: Re economic interests (Form 700), potential conflicts of interests, recusal questions.

**SEASIDE GROUNDWATER BASIN WATERMASTER**  
**Reported Quarterly and Annual Water Production From the Seaside Groundwater Basin**  
**For All Producers Included in the Seaside Basin Adjudication -- Water Year 2023**

(All Values in Acre-Feet [AF])

	Type	Oct	Nov	Dec	Oct-Dec	Jan	Feb	Mar	Jan-Mar	Apr	May	Jun	Apr-Jun	Jul	Aug	Sep	Jul-Sep	Reported Total	Yield Allocation	from WY 2022	for WY 2023		
<b>Coastal Subareas</b>																							
CAW - Coastal Subareas	SPA	497.54	410.37	391.22	1,299.13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	256.06	1,466.03	110.45	1,576.48		
Luzern		49.71	0.00	0.00	49.71				0.00				0.00				0.00	49.71					
Ord Grove		107.26	101.65	107.01	315.92				0.00				0.00				0.00	315.92					
Paralta		128.77	119.63	95.62	344.02				0.00				0.00				0.00	344.02					
Playa		32.86	32.92	33.50	99.28				0.00				0.00				0.00	99.28					
Plumas		27.64	26.92	27.46	82.03				0.00				0.00				0.00	82.03					
Santa Margarita		151.30	129.26	127.62	408.18				0.00				0.00				0.00	408.18					
ASR Recovery		0.00	0.00	0.00	0.00				0.00				0.00				0.00	0.00					
PWM Recovery		(349.81)	(333.96)	(359.30)	(1043.07)				0.00				0.00				0.00	(1,043.07)					
City of Seaside (Municipal)	SPA	15.26	11.75	10.85	37.86				0.00				0.00				0.00	37.86	120.28	0	120.28		
Granite Rock Company	SPA	--	--	--	0.00				0.00				0.00				0.00	0.00	11.35	249.6	260.95		
DBO Development No. 30	SPA	--	--	--	0.00				0.00				0.00				0.00	0.00	20.59	447.12	467.71		
Calabrese (Cypress Pacific Inv.)	SPA	--	--	--	0.00				0.00				0.00				0.00	0.00	2.76	13.69	16.45		
City of Seaside (Golf Courses)	APA	41.260	0.00	0.00	41.26				0.00				0.00				0.00	41.26	540.00		540.00		
Sand City	APA	0.16	0.14	0.06	0.36				0.00				0.00				0.00	0.36	9.00		9.00		
SNG (Security National Guaranty)	APA	0.00	0.00	0.00	0.00				0.00				0.00				0.00	0.00	149.00		149.00		
Calabrese (Cypress Pacific Inv.)	APA	0.00	0.00	0.00	0.00				0.00				0.00				0.00	0.00	6.00		6.00		
Mission Memorial (Alderwoods)	APA	3.47	1.01	0.65	5.13				0.00				0.00				0.00	5.13	31.00		31.00		
<b>Coastal Subareas Totals</b>					<b>340.67</b>				<b>0.00</b>				<b>0.00</b>				<b>0.00</b>	<b>340.67</b>	<b>2,356.01</b>	<b>820.86</b>	<b>3,176.87</b>		
<b>Laguna Seca Subarea</b>																							
CAW - Laguna Seca Subarea	SPA	12.42	10.03	8.35	30.79				0.00				0.00				0.00	30.79	0.00		0.00		
Ryan Ranch Unit		0.00	0.00	0.00	0.00				0.00				0.00				0.00	0.00					
Hidden Hills Unit		12.42	10.03	8.35	30.79				0.00				0.00				0.00	30.79					
Bishop Unit 3		0.00	0.00	0.00	0.00				0.00				0.00				0.00	0.00					
Bishop Unit 1		0.00	0.00	0.00	0.00				0.00				0.00				0.00	0.00					
The Club at Pasadera	APA	19.00	0.00	0.00	19.00				0.00				0.00				0.00	19.00	251.00		251.00		
Laguna Seca Golf Resort (Bishop)	APA	20.00	5.17	0.00	25.17				0.00				0.00				0.00	25.17	320.00		320.00		
York School	APA	1.40	0.12	0.02	1.54				0.00				0.00				0.00	1.54	32.00		32.00		
Laguna Seca County Park	APA	1.17	1.14	0.15	2.46				0.00				0.00				0.00	2.46	41.00		41.00		
<b>Laguna Seca Subarea Totals</b>					<b>78.96</b>				<b>0.00</b>				<b>0.00</b>				<b>0.00</b>	<b>78.96</b>	<b>644.00</b>	<b>0.00</b>	<b>644.00</b>		
<b>Total Production by WM Producers</b>					<b>419.63</b>				<b>0.00</b>				<b>0.00</b>				<b>0.00</b>	<b>419.63</b>	<b>3,000.01</b>	<b>820.86</b>	<b>3,820.87</b>		
																		Annual Production from APA Producers		94.92		1,379.00	
																		Annual Production from SPA Producers		324.71		2,441.87	

																		Previous Balance	Total		
<b>CAW / MPWMD ASR (Carmel River Basin source water)</b>																					
Injection	0.00	0.00	37.49	37.49	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	37.49		
(Recovery)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Net ASR	0.00	0.00	37.49	37.49	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	37.49	801.55	839.04
<b>Pure Water Monterey (PWM) Injection and Cal-Am Recovery</b>																					
Injection Operating Reserve	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,200.48	1200.48
Injection Drought Reserve	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0	0.00
Delivery to Basin	349.81	333.96	397.41	1081.18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1081.18	0.0	1081.18
CAW	(404.79)	(333.96)	(359.30)	(1098.05)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(1098.05)	0.0	(1098.05)

**Notes:**

- The Water Year (WY) begins October 1 and ends September 30 of the following calendar year. For example, WY 2022 begins on October 1, 2021, and ends on September 30, 2022.
- "Type" refers to water right as described in Seaside Basin Adjudication decision as amended, signed February 9, 2007 (Monterey County Superior Court Case No. M66343).
- Values shown in the table are based on reports to the Watermaster received by January 15, 2023.
- All values are rounded to the nearest hundredth of an acre-foot. Where required, reported data were converted to acre-feet utilizing the relationships: 325,851 gallons = 43,560 cubic feet = 1 acre-foot.
- "Base Operating Yield Allocation" values are based on Seaside Basin Adjudication decision. These values are consistent with the Watermaster Producer Allocations Water Year 2022 (see Item VIII.B. in 1/5/2022 Board packet).
- Any minor discrepancies in totals are attributable to rounding.
- APA = Alternative Producer Allocation; SPA = Standard Producer Allocation; CAW = California American Water.
- It should be noted that CAW/MPWMD ASR "Injection" and "Recovery" amounts are not expected to "balance" within each Water Year. This is due to the injection recovery "rules" that are part of SWRCB water rights permits and/or separate agreements with state and federal resources agencies that are associated with the water rights permits.





November 28, 2022

Ms. Laura Paxton  
Administrative Officer  
Seaside Groundwater Basin Watermaster  
P.O. Box 51502  
Pacific Grove, CA 93950

BY: US Registered Mail  
email: [watermasterseaside@sbcglobal.net](mailto:watermasterseaside@sbcglobal.net)

REF: Water Rights Split in Coastal Subarea

Dear Ms. Paxton,

Under the Decision, Case No. M66343, Superior Court, County of Monterey, Security National Guaranty, Inc. ("SNG") was granted 149afa for two Coastal Subarea parcels, Parcel I APN#011-501-014 and Parcel II APN# 011-501-004 [see Exhibit C of the Decision, attached], both of which were owned at the time by SNG (owned by Mr. Ghandour) and are adjacent coastal parcels. Parcel II was transferred to Mountain Lake Development Corporation ("MLDC") in 2012, also owned by Mr. Ghandour to this date. This is to advise the Watermaster, consistent with the Rules and Regulations of the Amended Decision, that SNG has now split its 149afa water rights, with 59afa retained by Coastal Subarea Parcel II owner MLDC. Please update the Watermaster records with this afa water rights split of SNG's water rights, reflecting 90afa owned by SNG and 59afa owned by MLDC. Secured lender Tanam Corporation has consented to this transfer.

Please add MLDC email ( [MountainLakeDevelopment@gmail.com](mailto:MountainLakeDevelopment@gmail.com)) to your list of recipient and all notices and mailings. In the future, please provide both SNG and MLDC with separate notices regarding election of their Coastal Subarea Landowner Representative based on their respective afa ownership.

Sincerely yours,

*Edmond Ghandour/sng*

Edmond Ghandour  
President

Enc.

Ccc: Mountain Lake Development Corporation  
Tanam Corp.

## Parcel Descriptions

Legal description:Parcel I:

A part of Rancho Noche Buena and Monterey City Lands Tract No. 1 in County of Monterey, State of California, being a part of that certain 86.75 acre tract of land conveyed by T.A. Work, et ux, to Mrs. E. Roberts by Deed dated May 16, 1921, recorded in Vol. 13 of Official Records at page 444, Records of Monterey County, and particularly described as follows:

Beginning at a 4" x 4" post standing at northeasterly corner of the above mentioned 86.75 acre tract of land and in the westerly boundary of that certain strip of land, 100 feet wide, as conveyed by David Jacks, to Monterey Railroad Company by Deed dated May 1, 1880, recorded in Vol. Z of Deeds at page 472, Records of Monterey County (now known as the right of way of the Southern Pacific Railroad, Monterey Branch) and from which point of beginning the S.P.R.R. Engineer's station 594 + 60.0 C.C.T. 201/2 in center line of tract bears S. 60° 10' E., 50.3 feet distant; thence southerly along westerly boundary of said 100 foot strip of land for a distance of 1570 feet, a little more or less, to a 4" x 4" post marked "AT 1386.6" "SPRR LINE," from which SPRR Engineer's Station 610 + 51.0, C.C.T2 in centerline of tract bears S. 63° 21' E., 61.1 feet distant; thence leave said westerly boundary and running N. 53° 06' W., 1386.6 feet, at 765.6 feet to a 4" x 4" post marked "A + 621.0" "LINE", at 1243.1 feet at a 4" x 4" post marked "AT 143.5" "LINE" "WP", 1386.6 feet to a point in the mean high water line of Monterey Bay; thence along mean high water of Monterey Bay, N. 32° 08 1/2' E., 1500 feet to a point in the Northerly boundary of said 86.75 acre tract; thence along said northerly boundary up middle of canyon S. 53° 06' E., 1115.0 feet, at 132.6 feet a 4" x 4" post marked "AT 132.6" "WP" at 523.8 feet to a 4" x 6" post marked "AT 523.8" at 905.0 feet a 4" x 4" fencepost, 1115.0 feet to the place of beginning. Courses all true, declination of magnetic needle being 17° 30' East.

Excepting therefrom all that certain real property described in the Final Order of Condemnation issued out of the Superior Court of the State of California for the County of Monterey, Case No. 55706 entitled The People of the State of California, acting by and through the Department of Public Works, plaintiff, vs. Bank of America National Trust and Savings Association, et al, defendants, recorded April 1, 1966 in Reel 455 of Official Records of Monterey County at Page 620.

Parcel II:

That certain tract of land conveyed by T.A. Work, et ux, to Edith A. Roberts by Deed dated January 3, 1927 and recorded in Volume 102 of Official Records at page 129, records of Monterey County, particularly described as follows:

Beginning at the above mentioned 4" x 4" post standing at the northeast corner of the first above described tract; thence northerly along westerly boundary of the above mentioned 100 foot strip of railroad property for a distance of 210.0 feet; thence in a direct line to a 4" x 4"

**TANAM CORPORATION**

112 North Curry Street  
Carson City, NV 89703  
Tanam

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August 26, 2022

Laura Paxton  
Administrative Officer  
Seaside Groundwater Basin Watermaster  
PO Box 51502  
Pacific Grove, CA 93950

By: [watermasterseaside@sbcglobal.net](mailto:watermasterseaside@sbcglobal.net)  
and US Mail First Class

REF: Notice of Continuation of Security Interest in SNG's Water Rights

Dear Ms. Paxton,

This is to advise you that this corporation holds a security interest in all of Security National Guaranty ("SNG") water and water rights granted to SNG pursuant to that certain Judgment of the Superior Court of the State of California, in and for the County of Monterey, Case M66343, entitled California American Water vs City of Seaside et al., as Amended February 2007. Said security interest is evidenced by various security instruments, including UCC filings with the Secretary of State, Filing Number 14-7422914317 dated 8/1/2014 and Filing Number 19-77157908 dated 6/5/2019. Previously on August 4, 2014 SNG provided Notice by Registered Mail to the Watermaster Mr. Dewey Evans of said security interest. No transfer of any amount of SNG's water rights to any entity may occur without the Watermaster first receiving a written Notice containing (i) a written security release by the undersigned Lender, and (ii) a written assignment/transfer by SNG.

Please don't hesitate to contact me if you have any questions.

Sincerely,  
*Anna N Ghandour*  
Anna N. Ghandour  
President

cc. SNG  
Beyers Costin Simon LLP

Legal description -- page 2:

fence post in the northerly boundary of the said 86.75 acre tract which bears N. 53° 06' W., 210.0 feet from the place of beginning; thence along said northerly boundary S. 53° 06' E., 210.0 feet to the place of beginning. Courses all true, variation of the magnetic needle 17° 30' East.

-APNS: 011-501-004  
011-501-014

**END OF DOCUMENT**