



SEASIDE COUNTY SANITATION DISTRICT

440 HARCOURT AVE * SEASIDE, CA 93955

Telephone (831) 899-6825

BOARD MEMBERS

Ralph Rubio

Chair

City of Seaside

440 Harcourt Ave

Seaside, CA 93955

(831) 899-6825

David Pendergrass

First Vice Chair

City of Sand City

1 Sylvan Park

Sand City, CA 93955

(831) 394-3054

Pat Lintell

Second Vice Chair

City of Del Rey Oaks

650 Canyon Del Rey

Del Rey Oaks, CA

93940

(831) 394-8511

DISTRICT STAFF

Craig Malin

District Manager

440 Harcourt Avenue

Seaside, CA 93955

(831)899-6203

Diana Ingersoll

District Engineer

440 Harcourt Avenue

Seaside, CA 93955

(831) 899-6825

Cynthia Hasson

Legal Counsel

County Counsel

168 West Alisal Street

Third Floor

Salinas, CA 93901

(831) 755-5313

Lesley Milton-Rerig

District Clerk

440 Harcourt Avenue

Seaside, CA 93955

(831) 899-6707

AGENDA

Board of Directors

Wednesday, January 13, 2016 11:00 AM,

Conference Room

440 Harcourt Ave, Seaside, CA 93955

1. CALL TO ORDER

Ralph Rubio

Chair

David Pendergrass

First Vice Chair

Pat Lintell

Second Vice Chair

2. ROLL CALL

3. ORAL COMMUNICATIONS COMMENTS

Members of the public may address the Board regarding any item within the subject matter jurisdiction of the Board; however, no action may be taken on off-agenda items unless authorized by law. To be able to properly identify those making comments in the meeting minutes, it would be helpful if speakers state their names. Comments shall be limited to matters not listed on the agenda. Members of the public may comment on any matter listed on the agenda at the time the Board considers that matter. Each person's presentation is limited to a maximum of three (3) minutes.

4. CONSENT AGENDA

A. APPROVAL OF MINUTES FROM THE DECEMBER 8, 2015 REGULAR MEETING

PURPOSE: To review and approve the minutes from the December 8, 2015 meeting.

RECOMMENDATION: That the minutes be reviewed and approved.

B. APPROVAL OF EXPENDITURES FOR MONTH OF DECEMBER 2015.

PURPOSE:

Approval of expenditures for the month of December 31, 2015 for - \$65,431.85

RECOMMENDATION:

Approve expenditures for the month of December 31, 2015
Total expenditures = \$ 65,431.85

**C. SEASIDE COUNTY SANITATION DISTRICT OPERATIONS
REPORT FOR THE MONTH OF DECEMBER 2015**

PURPOSE: Receive monthly report for sewer maintenance and mainline stoppages for December 2015.

RECOMMENDATION: Accept report. This item is presented for information only.

5. NEW BUSINESS

**A. THIRD AMENDMENT TO AGREEMENT ALLOWING
INTERCONNECTION BETWEEN THE SANITARY SEWER
SYSTEMS TO THE CITY OF MONTEREY AND THE SEASIDE
COUNTY SANITATION DISTRICT**

PURPOSE: The purpose of this item is to have the District Board consider modifying an Agreement with the City of Monterey (Monterey) allowing interconnections between the District's and Monterey's Sanitary Sewer Systems.

RECOMMENDATION: It is recommended that the District Board approve a third amendment to the Agreement between the District and the City of Monterey modifying the terms and provisions of the Agreement so that users are obligated under the rules, regulations, fees, and charges provided or applicable to users of the sewer system to which said user is connected and that the terms of indemnification between the District and the City of Monterey are clarified.

6. STAFF REPORTS

Staff reports include items for which verbal reports/presentations will be provided. If a specific Seaside County Sanitation District presentation is planned, it will be listed and information included with the Agenda. Brief oral reports may be provided for items arising after the Agenda was prepared. The Board may wish to ask questions or discuss a staff report, but no action is appropriate other than referral to staff, or request that a matter be set as a future Agenda item.

7. BOARD MEMBERS COMMENTS

8. **ADJOURNMENT**

Next Regularly Scheduled Meeting:

February 9, 2015

Seaside City Hall

9:30 AM

In compliance with the Americans with Disabilities Act (ADA), the Seaside County Sanitation District (SCSD) does not discriminate against persons with disabilities. SCSD's meetings are held at an accessible facility. Any person with a disability who requires a modification or accommodation to be able to participate in this meeting is asked to contact the office of the District Clerk at cityclerk@ci.seaside.ca.us 831-899-6707, no fewer than two business days prior to the meeting to allow for reasonable arrangements. Agenda related writings or documents provided to the SCSD Board of Directors are available for public inspection during the meeting or may be requested from the office of the District Clerk. This agenda is posted in compliance with California Government Code Section 54954.2(a) or Section 54956.

Agenda related writings or documents provided to the Board are available for public inspection during the meeting or may be requested from the office of the District Clerk.



DRAFT MINUTES
Board of Directors
Tuesday, December 8, 2015 9:30 AM,
Conference Room

1. **CALL TO ORDER**

The meeting was called to order at 9:00 AM.

2. **ROLL CALL**

PRESENT: Lintell, Pendergrass, Rubio

ABSENT: NO

3. **ORAL COMMUNICATIONS COMMENTS**

Chair Rubio Invited comments from the public and had no requests to speak.

4. **CONSENT AGENDA**

On motion by Vice Chair Pendergrass and seconded by Vice Chair Lintell and passed by unanimous vote, the Board approve the Consent Calendar as presented.

RESULT: **Approved**

MOVER: First Vice Chair David Pendergrass

SECONDER: Second Vice Chair Pat Lintel

AYES: Ralph Rubio, David Pendergrass, Pat Lintel

NOES: None

A. **APPROVE THE MINUTES FROM NOVEMBER 11, 2015 REGULAR MEETING**

Action: Approved

B. **APPROVAL OF EXPENDITURES FOR MONTH OF NOVEMBER 2015**

Action: Approved

C. **ACCEPT AND FILE FIRST QUARTER ENDING SEPTEMBER 30, 2015 CASH AND INVESTMENT REPORT FOR SCSD**

Action: Accepted & Filed

D. **SEASIDE COUNTY SANITATION DISTRICT OPERATIONS REPORT FOR THE MONTH OF NOVEMBER 2015**

Action: Received

E. **PARTICIPATION IN THE PUBLIC EDUCATION PROGRAM WITH MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY**

Action: Approved & Authorized

5. **NEW BUSINESS**

City Manager Dunn reported meeting with staff and discussed the process to move this annexation application forward which has been stalled including what can be done to stimulate discussion between the district and Marina Coast Water District. District Engineer Ingersoll reported staff has been working diligently with MCWD, but information still is being withheld. Staff is recommending that the draft letter proposed be signed by the Board which formally requests MCWD to provide us with the engineering study and asks if they would like to proceed with negotiating an acceptable sewer service boundary between the two agencies.

Chair Rubio questioned if we know if they ever engaged with the study, if it was being done in house or if they engaged a firm to do the study to which Mrs. Ingersoll confirmed they engaged for the services. City Manager Dunn indicated that the questions in the letter are direct requests. The Board agreed that this is a reasonable step at this time, as they have been given ample opportunity to respond. They discussed the interactions and the turmoil at the MCWD over the past few months.

On motion by Vice Chair Lintell and seconded by vice Chair Pendergrass and passed unanimously, the District Board authorized the draft letter be sent to the Marina Coast Water District.

RESULT:	Approved
MOVER:	Second Vice Chair Pat Lintel
SECONDER:	First Vice Chair David Pendergrass
AYES:	Ralph Rubio, David Pendergrass, Pat Lintel
NOES:	None

A. UPDATE ON THE NEGOTIATIONS WITH MARINA COAST WATER DISTRICT ON THE PROPOSED SCSD EXPANSION OF THE SPHERE OF INFLUENCE AND SERVICE AREA ANNEXATION

City Manager Dunn reported meeting with staff and discussed the process to move this annexation application forward which has been stalled including what can be done to stimulate discussion between the district and Marina Coast Water District. District Engineer Ingersoll reported staff has been working diligently with MCWD, but information still is being withheld. Staff is recommending that the draft letter proposed be signed by the Board which formally requests MCWD to provide us with the engineering study and asks if they would like to proceed with negotiating an acceptable sewer service boundary between the two agencies.

Chair Rubio questioned if we know if they ever engaged with the study, if it was being done in house or if they engaged a firm to do the study to which Mrs. Ingersoll confirmed they engaged for the services. City Manager Dunn indicated that the questions in the letter are direct requests. The Board agreed that this is a reasonable step at this time, as they have been given ample opportunity to respond. They discussed the interactions and the turmoil at the MCWD over the past few months.

On motion by Vice Chair Lintell and seconded by vice Chair Pendergrass and passed unanimously, the District Board authorized the draft letter be sent to the Marina Coast Water District.

RESULT:	Approved
MOVER:	Second Vice Chair Pat Lintel
SECONDER:	First Vice Chair David Pendergrass
AYES:	Ralph Rubio, David Pendergrass, Pat Lintel
NOES:	None

B. PROVIDE DIRECTION ON THE APPLICATION TO MONTEREY COUNTY LOCAL AGENCY FORMATION COMMISSION (LAFCO)

District Engineer Ingersoll indicated that timing of the LAFCO application is essential explaining that what is outstanding is the finalization of the engineering study report. Staff expressed concern that if we do not proceed now, we will have to conduct a full CEQA analysis and community outreach project. MCWD already completed that work and LAFCO intervened and told them they needed to work with SCSD before they would entertain applications with either district. Ms. Ingersoll explained the boundaries included in both the MCWD and the proposed District applications and is looking for authority to proceed with the boundaries previously agreed to and move forward with completing the application. Staff answered questions from the Board.

Vice Chair Pendergrass questioned the funds expended to date and how it would impact the budget to which Ms. Ingersoll assured him that the consultants have been informed that if there is a need for financial increase, it will be brought to the board for an amendment and increase. Executive Director Dunn did express the potential need to re-engage special Legal Counsel Baker if necessary.

Vice Chair Pendergrass further questioned the legitimacy of MCWD rights to provide water in Fort Ord and how that will affect the annexation application and further questioned who would provide sewer services. Ms. Ingersoll indicated that water and sewer services are separate issues and she spoke to the amended position statement that definitively separates the water purveyor needs. The application including the position statement will come back before the Board before it is submitted.

Chair Rubio spoke to the water rights issues and the possible water distribution systems. It creates a quandary in terms of the water, but because MCWD does not have the annexation, they are working under a facilities agreement, which is not permanent, but makes it very difficult to unwind. The water issues on the FORA front and the RUAP program is intended to produce sufficient water for development.

Vice Chair Lintell questioned what the proposed deadlines would be to which Ms. Ingersoll indicated that staff is behind and need to move forward to finalize the work and to submit this either before or together with MCWD. She will return to the Board with a report that includes what next steps and an outline schedule. The Board requested that we expedite our efforts to get the application submitted prior to MCWD.

On motion by Vice Chair Pendergrass and seconded by Vice Chair and passed by the following vote the District Board authorized staff to proceed with the necessary elements to the application expeditiously.

RESULT:	Approved
MOVER:	First Vice Chair David Pendergrass
SECONDER:	Second Vice Chair Pat Lintel
AYES:	Ralph Rubio, David Pendergrass, Pat Lintel
NOES:	Non

6. STAFF REPORTS

No comments from staff.

B. MEMO FROM STAFF RE: MCWD BOARD MEETING NOTES REGARDING LAFCO APPLICATION

7. BOARD MEMBERS COMMENTS

The Board expressed appreciation for Mr. Dunn's service over the last few years citing gratitude for his experience and the efforts he put forth for the District. Mr. Craig Malin was introduced as the incoming City Manager.

8. CLOSED SESSION

The District Board adjourned to Closed Session.

on motion the meeting was adjourned at 10:10 AM.

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54956.9(D)

9. ADJOURNMENT

The District Board reconvened to open session, made no announcements for the public and on motion the meeting was adjourned at 10:10 AM.

Respectfully Submitted,

Lesley E. Milton-Rerig, District Clerk

Ralph Rubio, Chair



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 4.B.

TO: Seaside County Sanitation District

FROM: Craig Malin, District Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services
Rajnish Narayan, Finance

DATE: January 13, 2016

SUBJECT: APPROVAL OF EXPENDITURES FOR MONTH OF DECEMBER 2015.

PURPOSE

Approval of expenditures for the month of December 31, 2015 for - \$65,431.85

RECOMMENDATION

Approve expenditures for the month of December 31, 2015
Total expenditures = \$ 65,431.85

BACKGROUND

Expenditure reports attached. Cash balance as of December 31, 2015 \$ 5,452,829.20

FISCAL IMPACT

ATTACHMENTS

1. YTD Expenditures_12-31-2015
 2. YTD Expenditures EFT_12-31-2015
-

Meeting Date: January 13, 2016

Reviewed for Submission By:

Craig Malin, District Manager

YTD (15-16) Expenses as of DECEMBER 2015

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
951-0-8810-0001	Admin. Salary	36,099.05	30,209.68	5,889.37
951-0-8810-0002	Overtime	-	-	-
951-0-8810-0006	Workers Compensation	1,025.13	854.27	170.86
951-0-8810-0009	Sick Leave Payoff	-	-	-
951-0-8810-0010	Management Leave Payoff	528.13	528.13	-
951-0-8810-0012	Vacation	1,047.35	1,047.35	-
951-0-8810-0016	Deferred Compensation	377.75	316.01	61.74
951-0-8810-0018	Auto Allowance	-	-	-
951-0-8810-0020	Part-Time Hourly Wages	3,436.15	2,816.89	619.26
951-0-8810-0030	PERS Pension Ob Bond	461.02	384.19	76.83
951-0-8810-0031	PERS Pension	7,433.30	5,933.79	1,499.51
951-0-8810-0032	PARS Pension	5,660.91	4,447.09	1,213.82
951-0-8810-0033	LIUNA Pension	10.60	7.16	3.44
951-0-8810-0041	Medical Insurance-Blue Cross	2,675.78	1,935.91	739.87
951-0-8810-0042	Medical Insurance-LIUNA	-	-	-
951-0-8810-0043	Flex One-Plan Fee	-	-	-
951-0-8810-0051	Dental Ins-Guardian	218.24	150.37	67.87
951-0-8810-0061	Vision Ins-CPIC	18.46	13.41	5.05
951-0-8810-0071	LTD-Met Life	88.23	60.76	27.47
951-0-8810-0081	Reliance Life Insurance	77.89	53.70	24.19
951-0-8810-0092	Medicare Tax	461.37	386.07	75.30
951-0-8810-1022	Legal Services	2,074.07	2,074.07	-
951-0-8810-1025	City Audit	-	-	-
951-0-8810-1026	Medical Exams	-	-	-
951-0-8810-1029	Training and Education	2,082.68	2,082.68	-
951-0-8810-1030	Consultant	-	-	-
951-0-8810-1033	Fitness Program	101.68	82.18	19.50
951-0-8810-1040	Property Tax Admin Fees	-	-	-
951-0-8810-1041	State Waste Discharge Fee	2,088.00	2,088.00	-
951-0-8810-2044	Copier Services	-	-	-
951-0-8810-2053	Outside Printing Services	-	-	-
951-0-8810-2063	Publishing & Legal Advertising	-	-	-
951-0-8810-3092	Stationary Supplies	-	-	-
951-0-8810-3095	Department Consumables	362.43	362.43	-
951-0-8810-4121	Meetings/Travel	-	-	-
951-0-8810-4122	Dues and Memberships	311.00	156.00	155.00
951-0-8810-5132	Telephone	912.18	757.86	154.32
951-0-8810-9196	Impact Fees	-	-	-
951-0-8810-9395	Vehicle Maintenance	32,450.02	27,041.69	5,408.33
951-0-8810-9397	Computer System	6,500.02	5,416.69	1,083.33
951-0-8810-9398	Central Service Charge	145,650.00	121,375.00	24,275.00
951-0-8820-0001	Salaries	56,644.49	47,309.17	9,335.32
951-0-8820-0002	Overtime	3,883.07	2,869.82	1,013.25
951-0-8820-0006	Workers Compensation	3,982.56	3,318.80	663.76
951-0-8820-0009	Sick Leave Payoff	-	-	-
951-0-8820-0010	Management Leave Payoff	-	-	-
951-0-8820-0012	Vacation	-	-	-
951-0-8820-0016	Deferred Compensation	331.21	279.21	52.00
951-0-8820-0020	Part - Time Hourly Wages	-	-	-
951-0-8820-0030	PERS Pension Ob Bond	732.52	610.44	122.08
951-0-8820-0031	PERS Pension	7,297.44	5,751.77	1,545.67
951-0-8820-0033	LIUNA Pension	873.12	612.05	261.07
951-0-8820-0041	Medical Insurance-Blue Cross	6,073.55	4,428.82	1,644.73
951-0-8820-0051	Dental Ins-Guardian	375.60	272.02	103.58
951-0-8820-0061	Vision Ins-CPIC	48.48	35.44	13.04
951-0-8820-0071	LTD-Met Life	77.10	54.11	22.99
951-0-8820-0081	Reliance Life Insurance	53.21	37.37	15.84
951-0-8820-0092	Medicare Tax	823.65	679.92	143.73
951-0-8820-2049	Uniform Service/ Laundry	863.38	674.27	189.11
951-0-8820-2068	Refuse Disposal	587.76	492.00	95.76
951-0-8820-2073	Subcontracted Work	4,868.10	4,522.74	345.36
951-0-8820-2074	Subcontract - Grease Prog	1,686.24	1,686.24	-
951-0-8820-2087	Equipment Rental	-	-	-
951-0-8820-3092	Stationary Supplies	-	-	-
951-0-8820-3095	Department Consumables	8,986.66	8,631.65	355.01
951-0-8820-3097	Safety Equipment	139.08	(20.54)	159.62
951-0-8820-4121	Meetings/Travel	1,700.00	1,400.00	300.00
951-0-8820-4122	Dues and Memberships	-	-	-
951-0-8820-4124	Mail Services	-	-	-

Authorized for Payment by the Board of Directors

Total Expenditures for month of	DECEMBER 2015	65,431.85
OTHER EXPENSES		

COUNTY OF MONTEREY - AUTHORIZATION of ELECTRONIC FUNDS TRANSFER

DEBIT : COUNTY OF MONTEREY
 Account Number : Wells Fargo Bank
 Account Name : Monterey County Treasurer

CREDIT : CITY OF SEASIDE PUBLIC INTEREST CHECKING

Pay to Bank : **RABOBANK**
 1658 FREMONT BLVD., SEASIDE, CA 93955

Account No. 9782713643
 Routing No. 122238420 Amount : \$ **65,431.85**
 Customer Name: CITY OF SEASIDE

AUTHORIZED SIGNATURES: 1 _____
 2 _____
 3 _____

AUDITOR : ENTER AMOUNT AUTHORIZED FOR TRANSFER AND SIGN FORM

TREASURER : PROCESS TRANSFER, ENTER DATE OF TRANSFER, SIGN FORM AND RETURN TO AUDITOR

AUDITOR		TREASURER	
Patricia Vasquez			
Deputy Auditor	Date	Deputy Treasurer	Date of Transfer

For Auditor-Controller Office use only

Period _____	JV Number _____
Budget Yr. _____	Date _____
INSURANCE FUND	Total \$ 65,431.85

DESCRIPTION	AT	FD	BU	ORG	ACCTREP CT	DEBIT	CREDIT
Special District Exp.		603			2530		
Cash		603			1001		

Daphne Hodgson, Deputy City Manager / Administrative Services (831) 899-6718; SCSD

Expenses as of December 31 , 2015.

Prepared By: Patricia Vesquez Date: _____
 Approved By: _____ Date: _____ Keyed By: _____ Date: _____



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 4.C.

TO: Seaside County Sanitation District

FROM: Craig Malin, District Manager

BY: Diana Ingersoll, Deputy City Manager Resource Management Services

DATE: January 13, 2016

**SUBJECT: SEASIDE COUNTY SANITATION DISTRICT OPERATIONS REPORT
FOR THE MONTH OF DECEMBER 2015**

PURPOSE

Receive monthly report for sewer maintenance and mainline stoppages for December 2015.

RECOMMENDATION

Accept report. This item is presented for information only.

BACKGROUND

Attached is the Seaside County Sanitation District Operations Report and Flush Map for the Month of December 2015.

FISCAL IMPACT

There is no fiscal impact associated with this item.

ATTACHMENTS

1. Monthly Sanitation Report
 2. Flush Map
-

Reviewed for Submission By:

Craig Malin, District Manager

Seaside County Sanitation District Operations Report

Year 2015 Month of December

	Del Rey Oaks (42,240)		Sand City (26,400)		Seaside (316,800)		District Totals (385,440 ft.)	
	Month	YTD	Month	YTD	Month	YTD	Month	YTD
Maintenance								
Mainline Rodded		0		0		0	0	0
Main Line Flushed		0		0	31,445	212,000	31,445	212,000
Main Line Video		0		0		0	0	0
Main Lines Treated for Grease Controll (Jet Power II)	262	1,310	190	960	2,841	14,736	3,293	17,006
Stoppages								
Main Line		0		0	1	2	1	2
Laterals		1		0	4	8	4	9

Sewer Repairs

None

Sewers Video

None

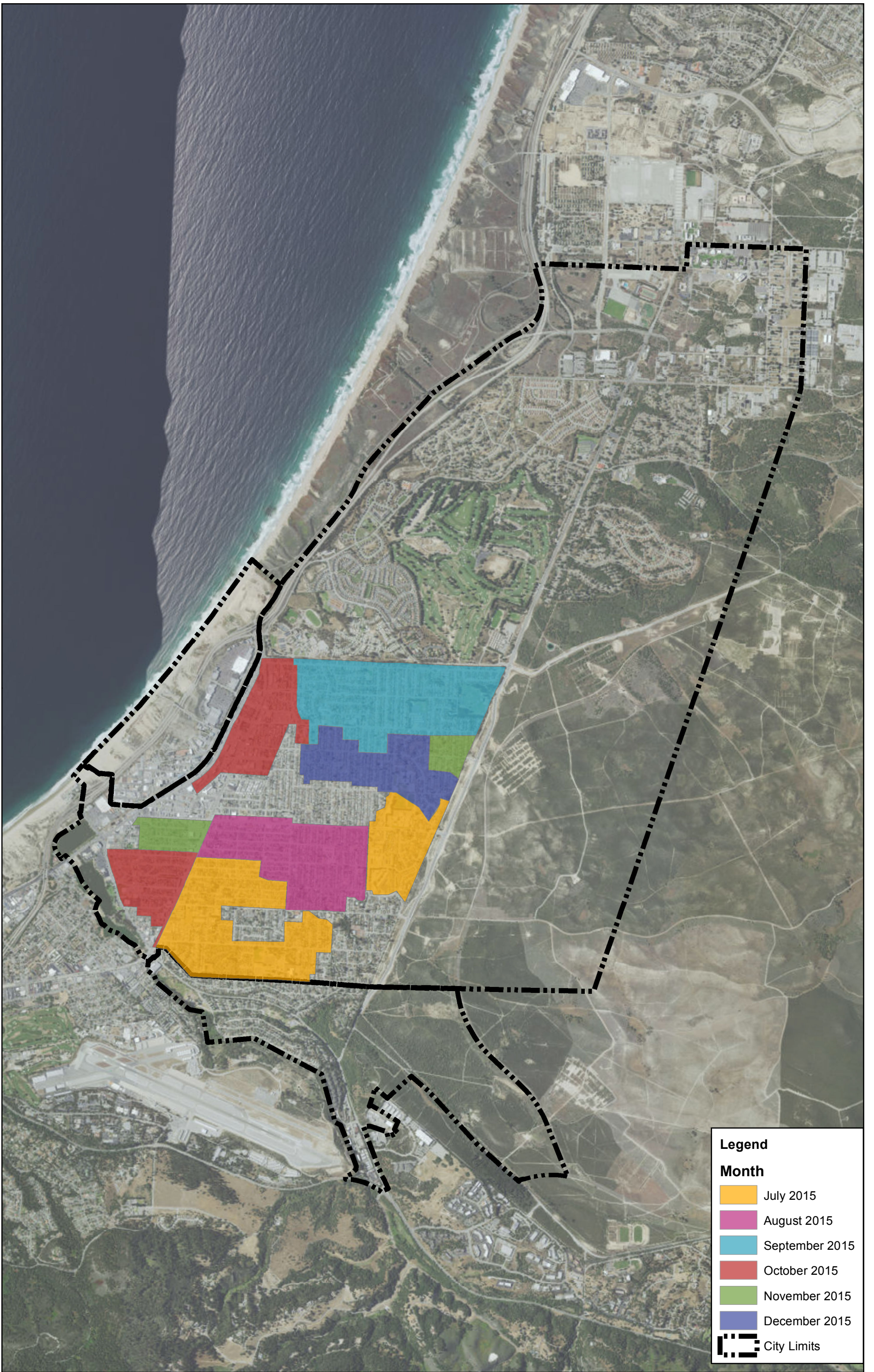
Stoppage Locations

Del Rey Oaks

Sand City

Seaside

1897 Noche Buena St (L)
9 Maiden Ct (L - SSO)
1965 Highland St (L)
1730 Flores (L)
1760 Vallejo (M)



SEASIDE COUNTY SANITATION DISTRICT

Flush Map

Exhibit
Packet Page 15



0 1,250 2,500
Feet

Source: SCSD, AMBAG



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 5.A.

TO: Seaside County Sanitation District

FROM: Craig Malin, District Manager

BY: Diana Ingersoll, Deputy City Manager Resource Management Services
Tim O'Halloran, City Engineer/Public Works Services Manager
Rick Riedl, Senior Engineer

DATE: January 13, 2016

**SUBJECT: THIRD AMENDMENT TO AGREEMENT ALLOWING
INTERCONNECTION BETWEEN THE SANITARY SEWER SYSTEMS
TO THE CITY OF MONTEREY AND THE SEASIDE COUNTY
SANITATION DISTRICT**

PURPOSE

The purpose of this item is to have the District Board consider modifying an Agreement with the City of Monterey (Monterey) allowing interconnections between the District's and Monterey's Sanitary Sewer Systems.

RECOMMENDATION

It is recommended that the District Board approve a third amendment to the Agreement between the District and the City of Monterey modifying the terms and provisions of the Agreement so that users are obligated under the rules, regulations, fees, and charges provided or applicable to users of the sewer system to which said user is connected and that the terms of indemnification between the District and the City of Monterey are clarified.

BACKGROUND

On November 10, 1992, the Seaside County Sanitation District (the District) entered into an agreement with the City of Monterey to allow interconnections between the District's and Monterey's sanitary sewer systems. This agreement was set to expire on November 9, 2002 but was extended by a written amendment (attached) to November 9, 2012. On October 4, 2012, the District and the City of Monterey executed a second amendment to the agreement for another 10-year term. The second amendment causes the Agreement to expire in October 2022. The agreement allows the City of Monterey to utilize the District's system for sewer service for fifteen residential houses on Laguna Grande Court (approximately 2.7-acre parcel of land at the end of

Kolb and English Avenues). Likewise, the District would be allowed to obtain sewer service to a 2.2-acre parcel of land within the City of Seaside at 1350 Del Monte Boulevard utilizing the City of Monterey's sanitary sewer system tributary to the Myers Street Lift Station. The City of Seaside is currently developing the parcel as a food service establishment and the City of Monterey has developed the parcel specified.

It is recommended that the District Board approve the third amendment modifying the terms and provisions of the Agreement so that users are obligated under the rules, regulations, fees, and charges provided or applicable to users of the sewer system to which said user is connected and that the terms of indemnification between the District and the City of Monterey are clarified.

Environmental Compliance:

Per Title 14 of the California Code of Regulations, Chapter 3, "Guidelines for Implementation of California Environmental Quality Act (CEQA)," Article 19, "Categorical Exemptions," Section 15301, "Existing Facilities" the following actions are categorically exempt;

"... permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, ... involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. ... Examples include but are not limited to:

"Existing facilities of both investor and publicly owned utilities used to provide ... sewerage, or other public utility services."

Evidence:

Based on the swap consisting of an even exchange in the amount of sewerage and both entities indicating that they can accept the amount of sewerage involved then the Categorical Exemption outlined above is applicable. CEQA was revisited at the time of development of the City of Seaside parcel. The Environmental Impact Report (EIR) prepared in accordance with CEQA confirmed that the amount of sewerage from the proposed development does not invalidate the categorical exemption. Therefore, approving the agreement is considered permitting a negligible expansion and is categorically exempt from CEQA.

FISCAL IMPACT

There are no cost implications for the recommended action of approving the third amendment to the agreement.

ATTACHMENTS

1. Third Amendment
 2. Second Amendment
 3. First Amendment
 4. Agreement
-

Meeting Date: January 13, 2016

Reviewed for Submission By:

Craig Malin, District Manager

THIRD AMENDMENT TO AGREEMENT

Allowing Connections to Sanitary Sewer Systems between the City of Monterey and the Seaside County Sanitation District

-

The Agreement to Allow Connection to Sanitary Sewer Systems ("Agreement") entered into on November 10, 1992, by and between the SEASIDE COUNTY SANITATION DISTRICT (hereinafter "District"), and the CITY OF MONTEREY (hereinafter "City"), and amended by that "Amendment to Agreement" entered into on January 14, 2003, and "Second Amendment to Agreement" entered into on October 4, 2012, is hereby amended as follows:

1. Paragraph 6 of the Agreement is deleted in its entirety and a new Paragraph 6 is added to read as follows:

"Any sewer system connection and/or use authorized by the terms and provisions of this Agreement shall be subject to the rules, regulations, fees, and charges provided or applicable to all other users of the sewer system to which said user is connected."

2. Paragraph 7 of the Agreement is deleted in its entirety and a new Paragraph 7 is added to read as follows:

"Except as may otherwise be specifically provided for in this Agreement, each party shall be responsible, to the extent provided by applicable law, for the negligent acts, omissions, or willful misconduct of its officers, agents, employees, and representatives, and neither City of Monterey nor Seaside County Sanitation District shall be responsible for the negligent acts, omissions, or willful misconduct of the officers, agents, employees, and representatives of the other. Each party shall, to the extent authorized by law, be exclusively liable for any and all damages sustained as the result of the negligent acts, omissions, or willful misconduct of its officers, agents, employees, or representatives. Each party therefore agrees to defend, hold harmless, and indemnify the other party against any and all claims, demands, suits, judgments, expenses and costs of every kind, insofar as it may legally do so, on account of any damage or loss arising in any manner out of that agency's and/or its officers, agents, employees, and/or representatives' participation in this Agreement."

3. All other terms and conditions of the Agreement shall remain unchanged.

This Amendment is entered into this ____ day of January 2016 in the County of Monterey, California.

CITY OF MONTEREY

SEASIDE COUNTY
SANITATION DISTRICT

By: _____
Michael McCarthy, City Manager

By: _____
Ralph Rubio, Chair

Date

Date

Approved as to form:

Monterey City Attorney's Office



SCSD Legal Counsel
County of Monterey

AMENDMENT TO AGREEMENT

**Second Amendment to Agreement
Allowing Connections to Sanitary Sewer Systems Between the City of Monterey
and the
Seaside County Sanitation District**

The Agreement to Allow Connection to Sanitary Systems ("Agreement") entered into November 10, 1992 by and between the CITY OF MONTEREY (hereinafter "Monterey") and the SEASIDE COUNTY SANITATION DISTRICT (hereinafter "District") and amended by that "AMENDMENT TO AGREEMENT" entered into on January 14, 2003 between Monterey and the District is hereby amended as follows:

1. The Agreement is hereby extended for an additional ten (10) years, commencing on November 10, 2012 and ending November 12, 2022.
2. District agrees that the building originally planned to be constructed at 1350 Del Monte Boulevard was a five (5) story office building.
3. Monterey agrees to provide sewer service to the proposed office building or the equivalent facility in terms of sewage discharge.
4. All other terms and conditions of the original contract shall remain unchanged.

This Amendment is entered into this 4 day of October 2012 in the County of Monterey California.

CITY OF MONTEREY

SEASIDE COUNTY SANITATION DISTRICT


Fred Meurer, City Manager


John Dunn, Interim District Manager

Oct. 4, 2012
Date

Sept 18, 2012
Date

Approved as to form:


Monterey City Attorney's Office


PATRICK MCGREAL
Deputy County Counsel
County of Monterey

RESOLUTION NO. 12-150 C.S.

A RESOLUTION OF THE COUNCIL OF THE CITY OF MONTEREY

**AUTHORIZE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE
SEASIDE COUNTY SANITATION DISTRICT**

WHEREAS, the Cities of Monterey and Seaside have a need to provide sewer service to certain parcels of land through one-another's sewer systems, and

WHEREAS, the City of Monterey and the Seaside County Sanitation District both find it in their interests to extend that agreement originally entered into on November 10, 1992 and extended on January 14, 2003, and

WHEREAS, the City of Monterey Planning Office determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (Article 20, Section 15378). In addition, CEQA Article 5, Section 15061 includes the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action has no potential to cause any effect on the environment, this matter is not a project. Because the proposed action does not cause a direct or any reasonably foreseeable indirect physical change on or in the environment, this matter is not a project.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTEREY that the City Manager, or his designee, is authorized to execute a ten year extension of said agreement.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF MONTEREY this 18th day of September, 2012, by the following vote:

AYES:	COUNCILMEMBERS:	Downey, Selfridge, Sollecto, Della Sala
NOES:	COUNCILMEMBERS:	None
ABSENT:	COUNCILMEMBERS:	Haferman
ABSTAIN:	COUNCILMEMBERS:	None

APPROVED:

ATTEST:



Mayor of said City



City Clerk thereof

AMENDMENT TO AGREEMENT

**Amending Agreement to Allow Connection to
Sanitary Sewer Systems**

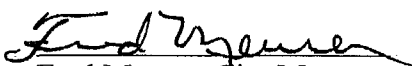
The Agreement to Allow Connection to Sanitary Sewer Systems ("Agreement") entered into November 10, 1992, by and between the CITY OF MONTEREY (hereinafter "Monterey") and the SEASIDE COUNTY SANITATION DISTRICT (hereinafter "District") is hereby amended as follows:

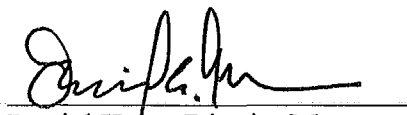
1. The Agreement is hereby extended for an additional ten (10) years, commencing November 10, 2002, and ending November 9, 2012.
2. Seaside agrees that the building originally planned to be constructed at 1350 Del Monte Boulevard was a five (5) story office building.
3. Monterey agrees to sewer the office building or the equivalent facility in terms of sewage discharge.
4. All other terms and conditions of the original contract shall remain unchanged.

This Amendment is entered into this 14th day of JANUARY, 2003 in Monterey County, California.

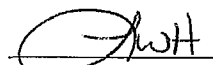
CITY OF MONTEREY

SEASIDE COUNTY SANITATION DISTRICT


Fred Meurer, City Manager


Daniel Keen, District Manager

Approved as to form:


Monterey City Attorney's Office

To: Diana

RECEIVED

AGREEMENT TO ALLOW CONNECTION TO
SANITARY SEWER SYSTEMSCITY OF SEASIDE
P.W. / ENGR.

This Agreement is entered into by and between the CITY OF MONTEREY, herein referred to as "Monterey" and the SEASIDE COUNTY SANITATION DISTRICT, referred to herein as "District".

In consideration for the promises and benefits exchanged, the parties agree to allow certain connections to the sanitary sewage system or systems owned and maintained by the other party as follows:

1. Monterey agrees to allow District to connect to and utilize Monterey's sanitary sewer system for sewer service to that parcel of land containing approximately 2.2 acres, and any structure or improvement developed upon the land, located within the City of Seaside and serviced by District at 1350 Del Monte Boulevard, Seaside, CA, and further identified as Assessor's Parcel Number 11-401-23 as depicted on the County Assessor's map attached hereto as Exhibit "A". Due to the proximity of Seaside's parcel to the City of Monterey's Myers Street Pump Station, the free surface sewage level will approach 11 feet above mean sea level. The City of Seaside shall design all sewer connections to accommodate this elevation of sewage.

2. District agrees to allow Monterey to connect to and utilize District's sanitary sewer system for sewer service to that parcel of land containing approximately 2.7 acres, and any structure or improvement developed upon that land, located within the City of Monterey and serviced by Monterey at 500 Kolb Avenue, Monterey, CA, and further identified as Assessor's Parcel Numbers

1A-142-1 and 1A-141-2 as depicted on the County Assessor's map attached hereto as Exhibit "B".

3. The term of this Agreement shall be ten (10) years. The parties are expressly allowed this period of time in which to connect the sewer system is noted. However, any connection completed prior to expiration of this Agreement shall be allowed to remain in place and utilize sewer service in the same fashion and manner as other users of the system for as long as the person or entity utilizing the service desires to remain connected to the system. Such system users shall be subject to the same fees and benefits as other users, and shall not be treated as different or distinct in any manner by virtue of their continued system usage pursuant to this Agreement.

4. The parties agree that the only type of sewage to be discharged into either system shall be sanitary sewage wastes; industrial wastes, pollutants, contaminants, including but not limited to acids, caustics, solvents, toxics, flammables, fats, fibrous materials, rags, or solid objects larger than two inches (2") in any dimension, shall not be permitted or allowed.

5. Notwithstanding any provision to the contrary, the average volume of sanitary sewage flow into the sewer system of the other party pursuant to this Agreement is estimated to be four thousand (4,000) gallons per day, with peak flows not exceeding eight thousand (8,000) gallons per day in any twenty-four hour period.

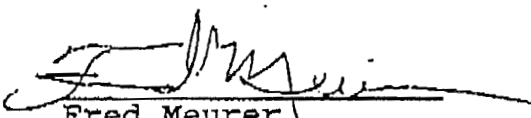
6. In interpreting the provisions of this Agreement, it is the specific intent of the parties that rules, regulations, fees,

charges, and services provided or applicable to users of the sewer system within their respective jurisdictions shall be applicable insofar as possible to any user of the system permitted under the terms and provisions of this Agreement.

7. The parties agree that neither Monterey nor District, nor their agents, officers and employees, shall be liable for any claims, alleged liabilities, penalties, fines or any damages, resulting from entering into this Agreement. The parties agree to indemnify, hold free and harmless, and defend that other and its authorized agents, officers and employees against any of the foregoing alleged liabilities and any costs and expenses incurred by the other party on account of any claim or claims made against either party relating to the sewer system of the other.

Dated: November 10, 1992

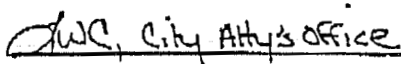
CITY OF MONTEREY


Fred Meurer
City Manager

ATTEST:


/s/ Cynthia Parham
City Clerk thereof

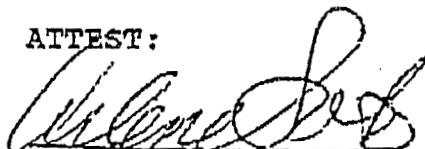
Approved as to form:


City Attorney's Office

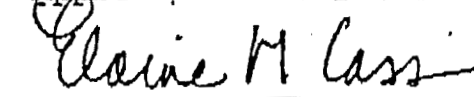
SEASIDE COUNTY SANITATION DISTRICT


Charles E. McNeely, District Manager

ATTEST:



Approved as to form:


Claire M. Cass

charges, and services provided or applicable to users of the sewer system within their respective jurisdictions shall be applicable insofar as possible to any user of the system permitted under the terms and provisions of this Agreement.

7. The parties agree that neither Monterey nor District, nor their agents, officers and employees, shall be liable for any claims, alleged liabilities, penalties, fines or any damages, resulting from entering into this Agreement. The parties agree to indemnify, hold free and harmless, and defend that other and its authorized agents, officers and employees against any of the foregoing alleged liabilities and any costs and expenses incurred by the other party on account of any claim or claims made against either party relating to the sewer system of the other.

Dated: November 10, 1992

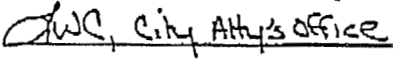
CITY OF MONTEREY


Fred Meurer
City Manager

ATTEST:


/s/ Cynthia Parham
City Clerk thereof

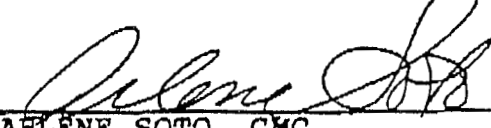
Approved as to form:


City Atty's Office

CERTIFICATION

STATE OF CALIFORNIA
COUNTY OF MONTEREY
CITY OF SEASIDE

I, Arlene Soto, City Clerk of the City of Seaside, do hereby certify that the foregoing information is, to the best of my knowledge, a true and correct copy of the original on file in the City Clerk's department of the City of Seaside.


ARLENE SOTO, CMC
SEASIDE CITY CLERK

Dec 1, 1992
DATED: