



SEASIDE COUNTY SANITATION DISTRICT

440 HARCOURT AVENUE SEASIDE, CA 93955

REGULAR MEETING

Board of Directors

Tuesday, January 14, 2020, 9:30 AM

City of Seaside Conference Room

1. **CALL TO ORDER**

2. **ROLL CALL**

BOARD OF DIRECTORS

Jerry Blackwelder

Pat Lintell

Alissa Kispersky

Chair

First Vice Chair

Second Vice Chair

3. **ELECTION OF OFFICERS 2020**

4. **REVIEW OF AGENDA**

If there are any items that arose after the 72-hour posting deadline, this is the point in the meeting where a vote may be taken to add the item to the agenda. (A 2/3-majority vote is required).

5. **PUBLIC COMMENT**

Members of the public wishing to address the Seaside County Sanitation District on matters within the jurisdiction of the Board, but not on this agenda, may do so during Public Comment period for up to three minutes. Public Comments on specific agenda items are heard under that item. For the public record, please state your name.

6. **CONSENT AGENDA**

A. **APPROVAL OF MINUTES FROM THE DECEMBER 10, 2019
REGULAR MEETING.**

PURPOSE: To review and approve the minutes from the December 10, 2019 Regular Meeting.

RECOMMENDATION: That the minutes be reviewed and approved.

B. **APPROVAL OF NOVEMBER 2019 EXPENDITURE REPORT FOR
SEASIDE COUNTY SANITATION DISTRICT.**

PURPOSE: Approval of expenditures for November 2019 for the Seaside County Sanitation District in the amount of \$96,250.56

RECOMMENDATION: Approve expenditures for November 2019.

C. **RECEIVE SEASIDE COUNTY SANITATION DISTRICT
OPERATIONS REPORT FOR DECEMBER 2019.**

PURPOSE: RECEIVE SEASIDE COUNTY SANITATION DISTRICT

RECOMMENDATION: ACCEPT REPORTS. THIS ITEM IS PRESENTED FOR INFORMATION ONLY.

D. APPROVE AN INFRASTRUCTURE AGREEMENT WITH DBO DEVELOPMENT NO. 30 FOR SOUTH OF TIOGA DEVELOPMENT-SAND CITY.

PURPOSE: The purpose of this item is for the Board to consider approving a Infrastructure Agreement with DBO Development No. 30, LLC for the South of Tioga Development in Sand City.

Environmental Compliance

The City of Sand City will be responsible for determining and completing CEQA documentation as applicable.

RECOMMENDATION: It is recommended that the Board approve a resolution authorizing the District Manager to execute the Infrastructure Agreement with the DBO Development No. 30, LLC for the South of Tioga Development in Sand City.

7. 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.

8. BOARD MEMBERS COMMENTS

9. ADJOURNMENT

Next Regularly Scheduled Meeting:
February 11, 2020
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
SEASIDE COUNTY SANITATION DISTRICT
Tuesday, December 10, 2019 9:30 AM
REGULAR MEETING
Seaside Conference Room

1. CALL TO ORDER

Chair Blackwelder called the meeting to order at 9:31 AM.

2. ROLL CALL

PRESENT: Wizard, Lintell, Blackwelder

3. REVIEW OF AGENDA

No changes were made.

4. PUBLIC COMMENT

There were no requests to speak.

5. CONSENT AGENDA

On motion by First Vice Chair Pat Lintell and seconded by Second Vice Chair Jon Wizard and passed by the following vote the Seaside County Sanitation District Approved Consent Agenda with the exception of Item D which was pulled by First Vice Chair Pat Lintell Item F which was pulled by staff.

<i>RESULT:</i>	<i>Approved</i>
<i>AYES:</i>	<i>Jerry Blackwelder, Pat Lintell, Jon Wizard</i>
<i>NOES:</i>	<i>None</i>

**A. APPROVAL OF MINUTES FROM THE NOVEMBER 12, 2019
REGULAR MEETING.**

Action: Approved

**B. RECEIVE SEASIDE COUNTY SANITATION DISTRICT OPERATIONS
REPORT FOR NOVEMBER 2019**

Action: Received

**C. APPROVAL OF OCTOBER 2019 EXPENDITURE REPORT FOR SEASIDE
COUNTY SANITATION DISTRICT.**

Action: Approved

**D. REIMBURSEMENT AGREEMENT WITH THE CITY OF DEL REY OAKS FOR
SEWER DESIGN SERVICES**

First Vice Chair Pat Lintell recused herself before the item was heard.

On motion by Second Vice Chair Jon Wizard and seconded by Chair Jerry Blackwelder and passed by the following vote the Seaside County Sanitation District Authorized the reimbursement agreement with the City of Del Rey Oaks for sewer design services.

RESULT: **Approved**
AYES: Jerry Blackwelder, Jon Wizard
NOES: None
ABSTAIN: Pat Lintell

E. CONTRACT AGREEMENT WITH DON CHAPIN COMPANY FOR AN AMOUNT NOT TO EXCEED \$14,400 FOR EMERGENCY CONSTRUCTION OF SEWER MAIN AT ORD GROVE AVENUE AND NOCHE BUENA STREET

Action: Authorized

F. APPROVE AN INFRASTRUCTURE AGREEMENT WITH MCDONALD'S CORPORATION FOR RELOCATION OF SANITARY SEWER MAIN

Scott Ottmar, Acting District Engineer, spoke on the item. He informed the District that Exhibit A was omitted from the agreement; easement #4 was not included in the agenda packet.

On motion by Second Vice Chair Jon Wizard and seconded by First Vice Chair Pat Lintell and passed by the following vote the Seaside County Sanitation District Approved an Infrastructure Agreement with McDonald's Corporation for Relocation of Sanitary Sewer Main.

RESULT: **Approved**
AYES: Jerry Blackwelder, Pat Lintell, Jon Wizard
NOES: None

6. STAFF REPORTS

A. COMMUNICATION: LETTERS SENT TO SAND CITY BUSINESSES DUE TO BLOCKAGE.

Scott Ottmar, Acting District Engineer, spoke on the item. He informed the District that letters were sent to Sand City businesses due to blockage. Blockage occurred due to a Sanitary overflow along Del Monte Boulevard and there was also a stoppage. A communication that was included in the packet.

7. BOARD MEMBERS COMMENTS

None.

8. ADJOURNMENT

On motion, the meeting was adjourned at 9:44 AM.

Respectfully Submitted,

Rosa Salcedo, District Clerk

Jerry Blackwelder, Chair



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 6.B.

TO: Seaside County Sanitation District

FROM: Craig Malin, District Manager

BY: Kimberly Drabner, Finance Director

DATE: January 14, 2020

SUBJECT: APPROVAL OF NOVEMBER 2019 EXPENDITURE REPORT FOR SEASIDE COUNTY SANITATION DISTRICT.

PURPOSE

Approval of expenditures for November 2019 for the Seaside County Sanitation District in the amount of \$96,250.56

RECOMMENDATION

Approve expenditures for November 2019.

BACKGROUND

The expenditure report for November 2019 is attached. The local cash balance as of November 30, 2019 was \$366,641.55. The cash balance with the county as of November 30, 2019 was \$8,016,385.31.

FISCAL IMPACT

No fiscal impact.

ATTACHMENTS

1. NOV 19 expenditure spreadsheet 1-14-2020
-

Reviewed for Submission to the
Board by:



Craig Malin, District Manager

**Seaside County Sanitation District
Year-to-Date 2019-2020 Expenses
NOVEMBER 2019**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
951-8810-0001	SALARIES	7,982.81	6,374.26	1,608.55
951-8810-0002	OVERTIME	1.46	1.46	-
951-8810-0006	WORKERS COMPENSATION	-	-	-
951-8810-0009	SICK LEAVE PAYOFF	-	-	-
951-8810-0010	MANAGEMENT LEAVE PAYOFF	245.52	-	245.52
951-8810-0012	VACATION\COMP TIME PAYOFF	122.74	-	122.74
951-8810-0016	DEFERRED COMPENSATION	103.40	84.01	19.39
951-8810-0017	PARS-ARS 457	-	-	-
951-8810-0020	PART-TIME HOURLY WAGES	-	-	-
951-8810-0030	PERS PENSION OB BOND	-	-	-
951-8810-0031	PERS PENSION	826.66	670.72	155.94
951-8810-0032	PARS PENSION	562.51	454.44	108.07
951-8810-0033	LIUNA PENSION	-	-	-
951-8810-0041	MEDICAL INSURANCE	1,626.37	1,285.98	340.39
951-8810-0051	DENTAL INSURANCE-GUARDIAN	116.55	89.15	27.40
951-8810-0061	VISION INSURANCE	11.70	9.28	2.42
951-8810-0071	LTD	20.65	15.63	5.02
951-8810-0081	LIFE INSURANCE	19.69	14.86	4.83
951-8810-0092	MEDICARE TAX	117.70	90.24	27.46
951-8810-1022	LEGAL SERVICES	2,680.31	1,549.55	1,130.76
951-8810-1025	CITY AUDIT	-	-	-
951-8810-1029	TRAINING AND EDUCATION	1,423.00	203.00	1,220.00
951-8810-1030	CONSULTANT	5,328.75	1,961.25	3,367.50
951-8810-1033	FITNESS PROGRAM	20.93	11.99	8.94
951-8810-1040	PROPERTY TAX ADMIN FEES	-	-	-
951-8810-1041	STATE WASTE DISCHARGE FEE	-	-	-
951-8810-1045	WASTE DISCHARGE FEE	-	-	-
951-8810-2063	PUBLISHING & LEGAL ADVERTISING	75.00	-	75.00
951-8810-3092	STATIONARY SUPPLIES	-	-	-
951-8810-3095	DEPARTMENT CONSUMABLES	-	-	-
951-8810-4121	MEETINGS AND TRAVEL	-	-	-
951-8810-4122	DUES AND MEMBERSHIPS	1,651.00	-	1,651.00
951-8810-5132	TELEPHONE	765.90	612.72	153.18
951-8810-6141	EMPLOYEE AUTO REIMBURSEMENT	-	-	-
951-8810-9196	IMPACT FEES	24,342.37	24,342.37	-
951-8810-9395	VEHICLE MAINTENANCE	-	-	-
951-8810-9396	LIABILITY INSURANCE	-	-	-
951-8810-9397	COMPUTER SYSTEM	-	-	-
951-8810-9398	CENTRAL SERVICE CHARGES	-	-	-

**Seaside County Sanitation District
Year-to-Date 2019-2020 Expenses
NOVEMBER 2019**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
951-8820-0001	SALARIES	67,374.20	49,554.50	17,819.70
951-8820-0002	OVERTIME	5,297.46	4,167.38	1,130.08
951-8820-0006	WORKERS COMPENSATION	-	-	-
951-8820-0012	VACATION\COMP TIME PAYOFF	-	-	-
951-8820-0016	DEFERRED COMPENSATION	607.56	467.18	140.38
951-8820-0030	PERS PENSION OB BOND	-	-	-
951-8820-0031	PERS PENSION	6,413.19	4,748.98	1,664.21
951-8820-0032	PARS PENSION	167.99	156.17	11.82
951-8820-0033	LIUNA PENSION	1,058.42	828.73	229.69
951-8820-0041	MEDICAL INSURANCE	8,854.05	6,547.46	2,306.59
951-8820-0051	DENTAL INSURANCE-GARDIAN	597.53	380.92	216.61
951-8820-0061	VISION INSURANCE	64.23	46.60	17.63
951-8820-0071	LTD	116.48	76.92	39.56
951-8820-0081	LIFE INSURANCE	93.95	61.46	32.49
951-8820-0092	MEDICARE TAX	985.24	726.37	258.87
951-8820-1029	TRAINING AND EDUCATION	300.00	-	300.00
951-8820-1030	CONSULTANT	-	-	-
951-8820-1033	FITNESS PROGRAM	27.00	20.25	6.75
951-8820-2049	UNIFORM SERVICE / LAUNDRY	913.92	762.29	151.63
951-8820-2068	REFUSE DISPOSAL	22.94	22.94	-
951-8820-2073	SUBCONTRACTED WORK	16,777.69	16,777.69	-
951-8820-2087	EQUIPMENT RENTAL	-	-	-
951-8820-3095	DEPARTMENT CONSUMABLES	2,591.55	1,600.55	991.00
951-8820-3097	SAFETY EQUIPMENT	360.51	360.51	-
951-8820-3102	COMPUTER SUPPLIES	-	-	-
951-8820-4121	MEETINGS AND TRAVEL	4,600.00	500.00	4,100.00
951-8820-4122	DUES AND MEMBERSHIPS	4,312.85	856.85	3,456.00
951-8820-4124	MAIL SERVICES	-	-	-
951-8820-5131	GAS AND ELECTRIC	2,820.10	1,954.81	865.29
951-8820-5133	WATER	-	-	-
951-8820-8187	DEPARTMENT EQUIPMENT	7,319.29	7,319.29	-
951-8820-8198	FOG PROGRAM	-	-	-
951-8820-9397	COMPUTER SYSTEM	-	-	-
951-8820-9602	PRINCIPAL	583.59	290.92	292.67
951-8820-9605	INTEREST EXPENSE	45.35	23.55	21.80
951-8820-9999	INTERFUND TRANSFERS OUT	382,902.15	382,902.15	-
		563,252.26	518,925.38	44,326.88

**Seaside County Sanitation District
Year-to-Date 2019-2020 Expenses
NOVEMBER 2019**

Authorized for Payment by the Board of Directors

ACCOUNT NUMBER	DESCRIPTION	TOTAL CHARGES YTD	TOTAL BILLED YTD	TOTAL DUE
952-8820-8192	PICKUP TRUCK	-	-	-
952-8820-8194	SEWER SYSTEM MNGT PLAN UPDATE	4,600.00	-	4,600.00
952-8820-8195	GRAPHIC INFORMATION SYSTEM	-	-	-
952-8820-8196	LAFCO APPLICATION PROJECT	-	-	-
952-8820-9603	DEPRECIATION EXPENSE	-	-	-
952-8820-9605	INTEREST EXPENSE	4,128.92	4,128.92	-
		8,728.92	4,128.92	4,600.00
953-8820-0016	DEFERRED COMPENSATION	29.87	19.21	10.66
953-8820-0031	PERS PENSION	156.00	100.29	55.71
953-8820-0032	PARS PENSION	108.68	69.88	38.80
953-8820-0041	MEDICAL INSURANCE-NON LIUNA	268.16	165.11	103.05
953-8820-0051	DENTAL INSURANCE	9.15	2.43	6.72
953-8820-0061	VISION INSURANCE	2.04	1.26	0.78
953-8820-0071	LTD	2.40	0.63	1.77
953-8820-0081	LIFE INSURANCE	2.52	0.66	1.86
953-8820-0092	MEDICARE TAX	22.53	13.97	8.56
953-8820-2054	EQUIPMENT REPAIR	-	-	-
953-8820-9201	DEL MONTE LIFT STATION UPGRADE	432.04	28.80	403.24
953-8820-9202	ROSITA LIFT STATION UPGRADE	-	-	-
953-8820-9204	DEL REY PARK SEWR MAIN UPGRADE	39,552.58	17,266.43	22,286.15
953-8820-9205	DEL MONTE BL SEWR MAIN UPGRADE	14,254.60	8,346.99	5,907.61
953-8820-9206	MILITARY LIFT STATN REPLACEMNT	-	-	-
953-8820-9214	DEL MONTE SWR MAIN REPLACEMENT	13,595.08	6,978.56	6,616.52
953-8820-9218	SEWER LINE REPLACEMENTS	11,882.25	-	11,882.25
953-8820-9314	HIGHWAY 1 SEWER LINE CLEANING	-	-	-
		80,317.90	32,994.22	47,323.68
954-8810-2090	INSURANCE	58,218.00	58,218.00	-
		58,218.00	58,218.00	-
			951-1009	44,326.88
			952-1009	4,600.00
			953-1009	47,323.68
			954-1009	-
NOVEMBER 2019 DRAWDOWN				96,250.56



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 6.C.

TO: Seaside County Sanitation District

FROM: Craig Malin, District Manager

BY: Billy Thomas, Junior Engineer
Scott Ottmar, Senior Engineer

DATE: January 14, 2020

**SUBJECT: RECEIVE SEASIDE COUNTY SANITATION DISTRICT
OPERATIONS REPORT FOR DECEMBER 2019.**

PURPOSE

RECEIVE SEASIDE COUNTY SANITATION DISTRICT OPERATIONS REPORT FOR DECEMBER 2019.

RECOMMENDATION

ACCEPT REPORTS. THIS ITEM IS PRESENTED FOR INFORMATION ONLY.

BACKGROUND

ATTACHED IS THE SEASIDE COUNTY SANITATION DISTRICT OPERATIONS REPORT AND FLUSH MAP FOR DECEMBER 2019.

FISCAL IMPACT

THERE IS NO FISCAL IMPACT ASSOCIATED WITH THIS ITEM.

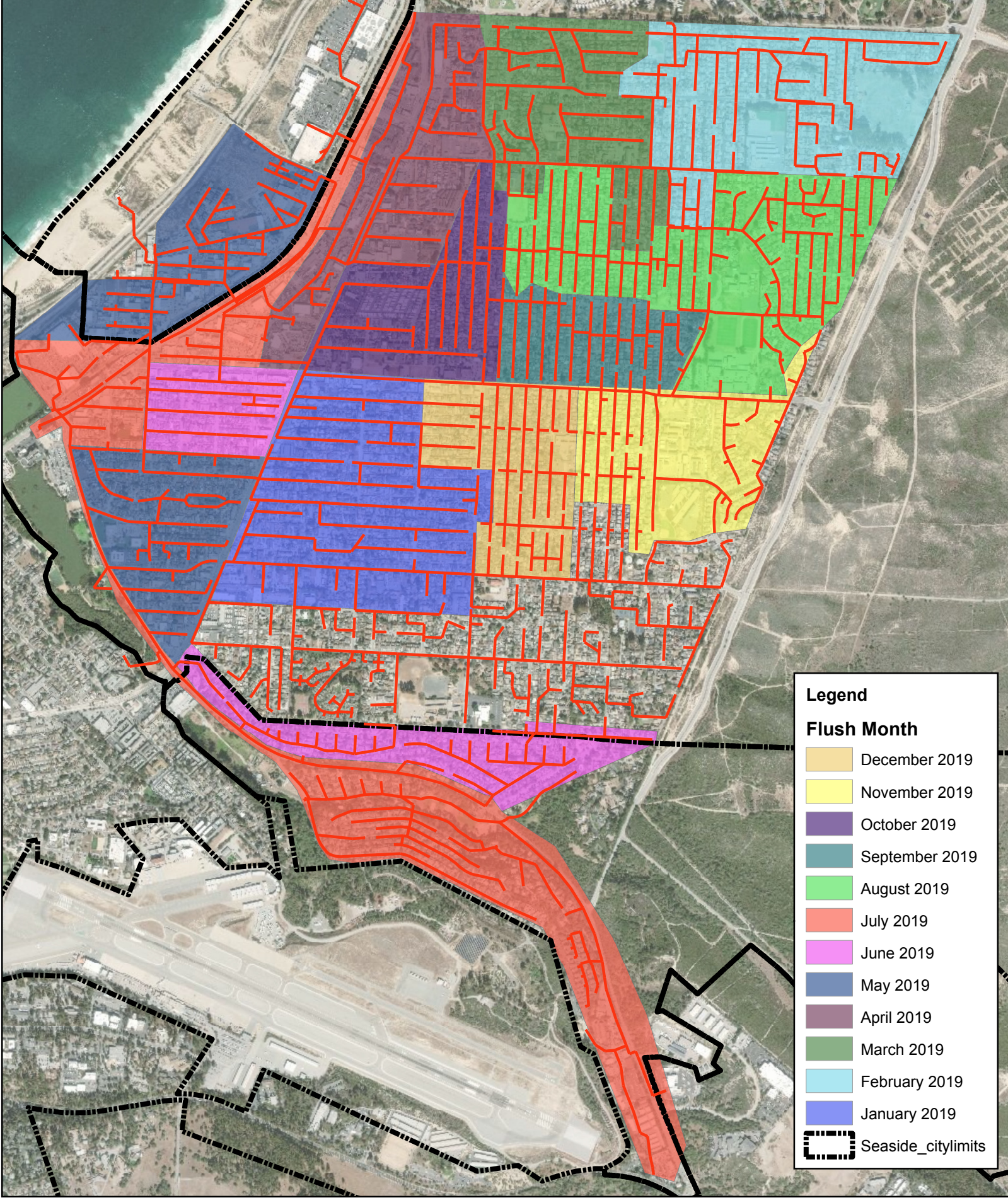
ATTACHMENTS

1. Flush Map_December_19-20
 2. Monthly Sanitation Report December_19-20
-

Reviewed for Submission to the
Board by:



Craig Malin, District Manager

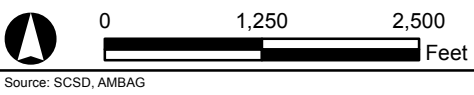


Legend

Flush Month

- December 2019
- November 2019
- October 2019
- September 2019
- August 2019
- July 2019
- June 2019
- May 2019
- April 2019
- March 2019
- February 2019
- January 2019

Seaside_citylimits



Source: SCSD, AMBAG

SEASIDE COUNTY SANITATION DISTRICT

Flush Map

Seaside County Sanitation District Operations Report

Fiscal Year 2019/2020 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	155	155	155	155
Main Line Jetted	0	20,252	0	567	16,808	116,691	16,808	137,510
Main Line Video	0	0	0	0	0	0	0	0
Main Lines Treated for Grease Control (Jet Power II)	185	1,156	277	1,952	5,644	25,363	6,106	28,471
Stoppages & Overflows								
Main Line	0	0	0	0	0	6	0	6
Laterals	2	2	0	0	3	8	5	10

Sewer Repairs

None

Sewers Video

None

Stoppage Locations

Del Rey Oaks

1125 Carson St - Lateral

Sand City

None

Seaside

1597 Luxton St - Lateral
1817 Noche Buena - Lateral
Fremont at Phoenix - Lateral

Overflow Locations

Del Rey Oaks

815 Canyon Del Rey - Lateral
Grease Interceptor overflow

Sand City

None

Seaside

None



**SEASIDE COUNTY SANITATION DISTRICT
STAFF REPORT**

Item No.: 6.D.

TO: Seaside County Sanitation District

FROM: Craig Malin, District Manager

BY: Scott Ottmar, Senior Engineer

DATE: January 14, 2020

**SUBJECT: APPROVE AN INFRASTRUCTURE AGREEMENT WITH DBO
DEVELOPMENT NO. 30 FOR SOUTH OF TIOGA DEVELOPMENT-
SAND CITY.**

PURPOSE

The purpose of this item is for the Board to consider approving a Infrastructure Agreement with DBO Development No. 30, LLC for the South of Tioga Development in Sand City.

Environmental Compliance

The City of Sand City will be responsible for determining and completing CEQA documentation as applicable.

RECOMMENDATION

It is recommended that the Board approve a resolution authorizing the District Manager to execute the Infrastructure Agreement with the DBO Development No. 30, LLC for the South of Tioga Development in Sand City.

BACKGROUND

The DBO Development No. 30, LLC (Developer) submitted a tentative map titled "West End Sand City Vesting Tentative Map", dated May 31, 2018 that proposes the development of up to 351 residential units and a 216 room hotel on approximately 10.64 acres commonly referred to as the West End Sand City or South of Tioga Development (aka the Development or Project). The Project is to be served by two Seaside County Sanitation District sewer mains; one in California Avenue and one within Tioga Avenue. The Development proposes to abandon existing sewer infrastructure owned by the District within the boundaries of the Project and construct new sewer infrastructure

and connections to be served by the District. A Sewer Infrastructure Agreement (Agreement) is necessary between the Developer and District to facilitate the construction of the Project.

After a lengthy and thorough review, the Developer has agreed upon the terms of the Sewer Infrastructure Agreement attached. Highlights of the agreement are summarized below:

- Developer has 4 years to substantially complete sewer improvements.
 - Sewer infrastructure shall be built to most current District standards at the time construction begins.
 - Developer shall grant new sewer easements for new infrastructure to be served by the District.
 - The District will abandon easements no longer required.
 - Developer shall pay all plan review and inspection fees due at time plans are submitted.
- Developer shall submit an inspection fee deposit of 125% of cost to inspect infrastructure at time of construction.
- Developer shall be responsible for relocation of existing infrastructure as needed.
 - Developer shall pay to the District an impact fee of \$18,291 as its proportionate fair share of the impact to the sewer system capacity caused by the Project.
 - Developer shall submit to the District a surety bond for the construction of new infrastructure prior to start of construction.

The Agreement has been reviewed by District counsel. It is recommended to approve a resolution authorizing the District Manager to execute the Sewer Infrastructure Agreement with the DBO Development No. 30, LLC.

ENVIRONMENTAL COMPLIANCE

The District has not determined whether the requirements of Title 14, California Code of Regulations (CCR, Title 14), Chapter 3 "CEQA Guidelines" are applicable. The Developer is aware that if the project is subject to CEQA requirements, then the Developer will have to prepare and file applicable documents in coordination with the City of Sand City.

FISCAL IMPACT

There is no immediate fiscal impact to the District. The Developer shall pay to the District an impact fee of \$18,291 prior to the issuance of the first certificate of occupancy for the Development. Developer shall pay plan review and inspection fees at the time construction plans are submitted.

ATTACHMENTS

1. Resolution
2. Sewer Infrastructure Agreement

Reviewed for Submission to the
Board by:



Craig Malin, District Manager

RESOLUTION NO. 19-XX

A RESOLUTION OF THE SEASIDE COUNTY SANITATION DISTRICT

AUTHORIZING THE DISTRICT MANAGER EXECUTE A SEWER INFRASTRUCTURE AGREEMENT WITH THE DBO DEVELOPMENT NO. 30, LLC FOR THE CONSTRUCTION OF SEWER INFRASTRUCTURE ASSOCIATED WITH THE SOUTH OF TIOGA DEVELOPMENT IN SAND CITY

WHEREAS, in April of 2019, representative of the DBO Development No. 30, LLC (Developer) submitted plans for the construction of up to 351 residential units and 261 hotel rooms on approximately 10.6 acres within Sand City known as the South of Tioga Development (the Project); and

WHEREAS, the Seaside County Sanitation District (SCSD) operates and maintains existing sewer mains within the Project; and

WHEREAS, the Developer proposes to abandon and install new sewer mains and manholes within the Project at Developer's expense; and

WHEREAS, it is appropriate for Developer and Seaside County Sanitation District to enter into a Sewer Infrastructure Agreement to establish requirements for abandonment and construction of sewer infrastructure; and

WHEREAS, the District has not determined whether the requirements of Title 14, California Code of Regulations (CCR, Title 14), Chapter 3 "CEQA Guidelines" are applicable; and

WHEREAS, the Developer is aware that if the project is subject to CEQA requirements, then Developer would have to prepare and file applicable documents in coordination with the City of Sand City.

NOW THEREFORE, BE IT RESOLVED, that the Seaside County Sanitation District authorizes the District Manager to execute a Sewer Infrastructure Agreement with the DBO Development No. 30, LLC for construction of sewer infrastructure associated with South of Tioga Development in Sand City.

PASSED AND ADOPTED at a regular meeting of the Seaside County Sanitation District duly held on the 14th day of January, 2020, by the following vote:

AYES:	BOARD MEMBERS:
NOES:	BOARD MEMBERS:
ABSENT:	BOARD MEMBERS:
ABSTAIN:	BOARD MEMBERS:

Jerry Blackwelder, Chair

ATTEST:

Rosa Salcedo, District Clerk

SEASIDE COUNTY SANITATION DISTRICT

Sewer Infrastructure Agreement

for

South of Tioga Development – Sand City

SEWER INFRASTRUCTURE AGREEMENT
FOR SOUTH OF TIOGA DEVELOPMENT – SAND CITY

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Exhibits

EXHIBIT A – LEGAL DESCRIPTION OF PARCELS WITHIN PROJECT SITE

EXHIBIT B – DEPICTION OF PROJECT SITE

EXHIBIT C – DISTRICT SEWER MAP

EXHIBIT D – SEWER IMPACT ANALYSIS & CAPACITY CHARGES

EXHIBIT E – INDEMNIFICATION AND INSURANCE REQUIREMENTS

SEWER INFRASTRUCTURE AGREEMENT

FOR SOUTH OF TIOGA DEVELOPMENT – SAND CITY

This Agreement made and entered into this _____ day of _____, 2019 (“Effective Date”), between Seaside County Sanitation District, 440 Harcourt Avenue, Seaside CA 93955, a special sanitation district, hereinafter called the "District," and DBO Development No. 30, LLC, a California limited liability company, with its principal offices at 10 Harris Court, Suite B-1, Monterey, CA 93940, hereinafter called the "Developer" (collectively, the “parties” and individually, each a “party”). The name of the Developer’s development that is the subject of this Agreement is the “South of Tioga Development” or “Development” as defined in Section 1.1 below.

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

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

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

b. “City” means the City of Sand City.

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

d. “Development” means the improvements that the Developer intends to construct on the Project Site as more fully described in the land use approvals, entitlements and permits that the Developer obtained from the City in connection with the South of Tioga Development. The Development is currently in the design phase for a 351-unit residential development and a 216 room hotel. The project is to be served by two of Seaside County Sanitation District’s (District) sewer mains; California Avenue, which flows southwest towards Holly Street, and Tioga Avenue, which flows southeast to Del Monte Avenue.

e. District means Seaside County Sanitation District, a special sanitation district, located in Monterey County, California.

f. District Engineer means the professional engineer representing the District or duly authorized representative.

g. “Facilities” means those certain backbone sewer infrastructure improvements and systems for the Development to be completed as part of the first (1st) phase of construction of the Development, which are provided for in this Agreement and as approved by the District Engineer as part of its review of the Development plans.

h. "Lift Station Parcel" means that certain Lot 6, Block 26, as said Lot and Block are shown and so designated on Map of "Del Monte Beach Properties Map No. 3, Hot Springs Tract," being a portion of Lot 1, Rancho Noche Buena, Monterey County, California, as per map thereof filed April 1, 1912 in Volume 2 of Cities and Towns, at Page 35, Records of Monterey County, California.

i. "Project Site" means that certain property consisting of approximately ten point sixty-four (10.64) acres of real property in Sand City, located on forty-one (41) separate parcels (Assessor's Parcel Numbers (011-122-002, 003, 004, 005, 010, 011, 023, 024, 025, 026, 032, 038, 039, 040, 041, 011-123-001, 004, 005, 006, 007, 008, 009, 011, 022, 023, 024, 025, 026; 011-134-011, 011-135-001, 014, 015, 016, 023, 024; 011-136-007, 012, 024, and 011-196-021, 038, 039), legally described in attached Exhibit B and shown on the map at attached Exhibit A.

j. "Standards" means the District's *Design and Performance Provisions as specified in Element 5 and Appendix 5a of the Seaside County Sanitation District Sewer System Management Plan (SSMP) dated September 9, 2014*.

1.2 Sewer Capacity. The District provides sewer collection from customers and conveyance of those sewer flows to the Monterey One Water ("M1W") Regional Interceptor System which discharges to the M1W Wastewater Treatment Plant ("WWTP"). The District shall reserve and allocate sufficient sewer collection and conveyance capacity to the Developer to serve the Development. The Developer shall coordinate provision of treatment capacity within the WWTP for the Development with M1W as provided for in this Section 1.2. The Developer shall purchase the necessary capacity to serve the Development from M1W at the Developer's sole expense, and shall provide proof of payment for that capacity right to the District prior to the Developer offering to dedicate the Facilities to the District as contemplated herein. Furthermore, the Developer understands and agrees that nothing herein shall be construed as a representation of future sewer capacity for other projects (not including the Development) by the District.

1.3 District's Role. The District's role in the Development is to provide sewer collection and conveyance services to the Development as described more fully in Section 1.2 above and Section 4 below. In connection therewith, the District shall: (a) approve the plans for the Facilities in accordance with Section 2, below; (b) inspect the construction of those Facilities; (c) accept the transfer of the title to the Facilities; (d) maintain and operate those Facilities once accepted; and (e) bill customers of the Development for sewer service at applicable rates set for the District's Service Area from time to time.

1.4 Term; Timing to Substantially Complete Facilities. The term of this Agreement shall commence upon the Effective Date and shall expire (a) four (4) years thereafter, or (b) upon completion by the Developer and acceptance by the District of the Facilities required by this Agreement and completion of the required one year warranty period after acceptance, whichever occurs first, unless terminated sooner as provided in Section 17 of this Agreement ("Term").

2. Design and Construction Requirements

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

2.1.1 The Developer shall design and construct the Facilities in strict accordance with the District's most recent applicable Standards in effect at the time of construction of the Facilities and any other applicable State regulatory agency requirements, whichever are most stringent. Any conflict in Development requirements shall be addressed during the District plan review process or at such other times as any such conflict is discovered. A licensed civil engineer registered in the State of California shall certify all plans and specifications for the Facilities on behalf of the Developer.

2.1.2 The Developer shall comply with the District's most recent applicable Standards in effect at the time of construction of the Facilities when submitting Development plans and specifications for the Facilities to the District for review and consideration for approval. The District's review shall commence after the District determines compliance with District's applicable procedures regarding the submittals and any other applicable State regulatory agency requirements, whichever are most stringent. The District's review of the Development's plans and specifications shall commence after receipt of the applicable construction inspection and plan review fee (see Section 2.1.6 below). The District may approve plans concurrent with the City's approval of the related site plans for the Development.

2.1.3 The Developer shall comply with the most recent applicable District Code provisions in effect at the time of construction of the Facilities.

2.1.4 The District shall have the right to inspect the construction of the Facilities and verify that construction conforms to the approved Development plans and specifications for the Facilities. The District's right to inspect extends to five (5) feet from the building exterior at the point where the utility enters the structure. The District's right to inspect does not in any way eliminate or supersede any inspection obligations by the City that it may have in connection with the overall site planning approval process for the Development. The District may inform the Developer of any required field changes for the Facilities to ensure consistency with the applicable Standards. The Developer shall be responsible for obtaining all easements (if any are required) outside publicly dedicated rights of way in order to install, operate and maintain the Facilities.

The parties acknowledge and agree there are two (2) existing sewer easements (i.e., a 5-foot easement, 1525 pg. 257; and an 8-foot easement, 1346 pg. 515) located on the Project Site for the benefit of the District (collectively, "Existing Sewer Easements"). The parties further acknowledge that, as of the Effective Date, the City has commenced the process to consider abandoning and/or vacating certain public rights of way, in which the Existing Sewer Easements are located, in exchange for the Developer offering to dedicate to the City new areas within the Development for new public rights of way. In connection with said abandonment proceedings, the City requested and the District consented to this abandonment (as it relates to the Existing Sewer Easements), subject to the following conditions:

(a) The Developer shall perform a video inspection of the sewer lines in the Existing Sewer Easements and shall deliver said video inspection coded for laterals in accordance with Pipeline Assessment Certification Program ("PACP") standards to the District. The video inspection shall include identification information, such as manhole names in accordance with the District sewer map (attached as Exhibit C), and documented lineal footage from each manhole. At a minimum, the documentation shall

include a written report with photographs and plans showing each lateral location from manhole to manhole.

(b) The Developer, or its successor(s) or assignee(s), shall assume all responsibility, and shall hold District harmless, for all existing sewer infrastructure within the Development boundaries that will be removed or abandoned by the Developer as part of the construction of the Development in accordance with Section 3.1 below.

As part of this offer of dedication to the City for said new public rights of way, the Developer shall ensure these new public rights of way shall be subject to new sewer easement(s) in favor of the District as needed to operate and maintain the District's sewer system in the area.

2.1.5 All Facilities shall be tested to meet applicable District Standards. No Facilities or any portion(s) thereof will be accepted without meeting all applicable District Standards. The District shall have the right to inspect work in progress in the construction of the Facilities, as described above.

2.1.6 Plan Review Fees. The Developer, on a phased basis, agrees to pay all applicable fees and charges, including any additional plan check fees as required by the District for the Development. These fees will be determined by the District at the time the fees are due and payable, which shall reflect the actual staff time spent to conduct plan check review. The District may also require a prepaid fee to cover staff time before preliminary level or concept level plan check begins, which shall reflect the estimated actual staff time spent to conduct plan check review. If the District Engineer determines consultant assistance is required for plan check review or portion thereof, the Developer agrees to prepay the additional plan check fees if that cost exceeds the balance on the initial deposit. The District shall obtain the Developer's written approval for any costs in excess of this amount, for which approval shall not be unreasonably withheld. Within thirty (30) days of the Effective Date of this Agreement, the Developer shall deposit with the District the applicable plan check fees. Any surplus fees shall be returned to the Developer, or at the Developer's request, held by the District and used to pay subsequent fees, e.g., construction inspection fees.

2.1.7 Construction Inspection Fees. Prior to commencement of construction of the Facilities, the District shall require that the Developer pay the applicable construction inspection fees before the District's undertaking of a construction inspection of the proposed Facilities. As a condition precedent to the District's obligation to undertake a construction inspection review of the proposed Facilities, the Developer shall provide to the District the construction inspection fee deposit, which shall be one hundred twenty-five percent (125%) of the estimated cost to perform inspection of the Facilities, pursuant to the District Engineer's Estimate. The Developer agrees to pay additional inspection fees if costs exceed the balance on the initial deposit. The District shall obtain the Developer's written approval for any costs in excess of the deposit amount, for which approval shall not be unreasonably withheld. Any surplus fees shall be returned to the Developer at the acceptance of the Facilities.

2.2 Relocation of Existing Facilities. The parties acknowledge that the District has existing lift station facilities located on the Lift Station Parcel (collectively, "Existing Facilities"). If the Existing Facilities have not been removed from the Lift Station Parcel by the District at such

time as the Developer is ready to commence construction on and the development of the Lift Station Parcel as part of the Development, then upon the Developer's written request, the District agrees to allow the Developer to relocate the Existing Facilities to a new location selected by the Developer and reasonably acceptable to the District either (i) within the Development or (ii) outside of the Development. The District shall review plans for such relocation within ninety (90) days after submittal of complete plans and specifications by the Developer, and may review and inspect work during and after construction as deemed necessary by the District. As a condition to the District's permission to relocate the Existing Facilities, the Developer agrees to pay the District for all of the District's documented costs incurred in connection therewith. Upon submittal of plans to the District for review, the Developer shall deposit an amount of money with the District equal to one hundred twenty five percent (125%) of the District's anticipated costs to be incurred. This amount may be drawn down upon as costs are incurred by the District, and unused funds shall be returned to the Developer. The Developer shall be liable for the full cost to the District in connection with the relocation of the Existing Facilities, regardless of the original estimate and deposit.

3. Existing Sewer Infrastructure

3.1 The Developer, or its successor(s) or assignee(s), shall assume all responsibility, and shall hold the District harmless, for all existing sewer infrastructure within the Development boundaries that will be removed or abandoned by the Developer as part of the construction of the Development. Abandonment-in-place requires written approval by the District, which shall not be unreasonably withheld, delayed or conditioned. During construction of the Development, the Developer shall be solely responsible for the actual costs associated with the District's repair and replacement of any existing sewer infrastructure (a) that are located within the Development boundaries if and to the extent said existing infrastructure is damaged during construction, regardless of whether said infrastructure may be used to serve the Development; and (b) that are located outside Development boundaries if and to the extent said existing infrastructure is damaged in any way by construction of the Development.

4. District to Serve Development

4.1 In accordance with Section 1.2 above, the District shall provide sewer collection and conveyance service to the Project Site in an amount sufficient to serve the Development after formal District Board acceptance of the offer to transfer the Facilities and payment of all applicable fees. Thereafter, the M1W will bill and serve the end-user(s) of the Development directly. The Developer shall pay applicable Capacity Charges, and all other applicable fees and charges for sewer service within Sand City at time of building permit issuance.

5. District Impact Fees & Capacity Charges

5.1 As determined by the memorandum dated January 7, 2019 titled "West End Sewer Analysis" by the Wallace Group (attached Exhibit D), construction of the Development has the potential to cause down-stream sewer main segments to exceed maximum operating capacity. The Developer shall pay to the District an Impact Fee in the amount of Eighteen Thousand Two Hundred Ninety-One Dollars (\$18,291) as its proportionate fair share of the potential impact to down-stream sewer mains. This charge shall be paid prior to the issuance of the first (1st) certificate of occupancy for the Development.

5.2 Sewer collection capacity charges are determined and adopted by the District. Capacity charges may be amended by the District from time to time. The Developer shall coordinate payment of then-current capacity charges for the Development through M1W prior to issuance of individual building permit(s).

6. Licensed Contractor

6.1 The Developer, or its authorized representative(s) (Contractor or subcontractor(s) as the case may be) performing the work of constructing the Facilities, shall be licensed under the applicable provisions of the Business and Professions Code of the State of California to perform the specified work on the Facilities required for the Development. The District reserves the right to waive this requirement at its sole discretion where permitted under state statute.

6.2 The Developer, or its authorized representative(s) (Contractor or subcontractor(s)) shall be skilled and regularly engaged in the installation of sewer systems. The District may request reasonable documentation demonstrating that the constructing party(ies) has satisfactorily installed other projects of like magnitude or comparable difficulty. Upon the District's request, the Contractor and subcontractor(s) shall furnish evidence of their qualifications to do the work pursuant to this Section 6.2 in a form reasonably suitable to the District prior to the commencement of any work on the Facilities.

7. Permits, Easements, and Related Costs

7.1 Except as otherwise provided in this Agreement, the Developer shall obtain all necessary local, county and state permits (including encroachment permits) that are necessary to construct the Facilities, and the Developer shall conform to requirements thereof. Pursuant to Section 2.1.4 above, the Developer shall obtain all easements (excluding easements within existing public rights of way) (if any) that are necessary for ingress and egress to and from the Facilities for the purpose of installation, operation, maintenance, repair, replacement and removal of said Facilities. Pipeline easements that are to be granted to the District for purposes of operating and maintaining the Facilities once accepted by the District shall be minimum twenty (20) feet in width or as otherwise agreed by the District Engineer and the Developer. Any easements required under this Section 7.1 shall be in a form approved by the District and it shall be the Developer's responsibility to have the approved easements recorded. The Developer shall provide proof of recordation of any such easements, in a form satisfactory to the District, prior to the District's obligation to provide any of the services contemplated by this Agreement.

8. Final Inspection and Reimbursement of District Costs

8.1 The District's Engineer, or representative, must inspect completed Facilities, or portion(s) thereof in accordance with applicable District Standards, regulations and procedures. The District will not accept any Facility until its Engineer has given written approval that it satisfies the District's requirements in accordance with Section 2.1 above. The Developer shall be responsible for all costs (if any) incurred by the District that are associated with interim and final inspection, completion, additional construction, and testing of the Facilities. The Developer shall reimburse the District for its actual costs to correct any damages to existing facilities related to the construction of the Development caused by the Developer or any authorized representative (i.e., Contractor or subcontractor(s)) in accordance with Section 3.1 above. Provided, however, this reimbursement obligation shall be limited to the warranty period described in Section 14

Warranties. Notwithstanding anything to the contrary in the foregoing, the parties acknowledge and agree that the scope of security (i.e., payment, performance and warranty) required under Section 14 below shall cover only the new Facilities being constructed by the Developer and the Developer shall not be required to bond for any existing District sewer infrastructure. The Developer shall remit to the District prior to the conveyance of the Facilities to the District, payment of all costs due and unpaid under this Agreement (if any).

9. District's Non-responsibility for Acts or Omissions of Developer, etc.; Developer Responsible for Verifying Underground Utility Lines and Surface Obstructions

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

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

10.1 The Developer shall, as a condition of the District's acceptance of the Facilities, provide to the District the following:

10.1.1 One set each of improvement plans, specifications, and contract documents and as-built drawing, owner's manuals in hard copy and electronic Adobe PDF format, which show all of the Facilities. The Adobe PDF documents shall be consistent in form and content with the hard copy documents and properly indexed for chapter, section, page, sheet, if necessary.

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

11. Indemnity, Insurance, and Sureties

The Developer shall indemnify, defend with legal counsel approved by the District, and hold harmless the District, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including, without limitation, reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with any negligence, recklessness or willful misconduct of the Developer in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except for such loss or damage which is caused by the sole or active negligence or willful misconduct of the District. Should conflict of interest principles preclude a single legal counsel from representing both the District and the Developer, or should the District otherwise find the Developer's legal counsel unacceptable, then the Developer shall reimburse the District

its costs of defense, including, without limitation, reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Developer shall promptly pay any final judgment rendered against the District (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Developer's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

11.1 Indemnity and Insurance. The Developer agrees to comply with all of the insurance and indemnification requirements in attached Exhibit E. The Developer agrees to have every contractor and subcontractor performing work on the Facilities fully comply with all of the insurance and indemnification requirements in attached Exhibit E. To the extent that any indemnity or insurance coverage provided by any such Contractor or subcontractor does not fully indemnify the District for any and all claims as defined in Exhibit E, the Developer agrees to cover any such outstanding amount to ensure that the District, its directors, officers, employees, representatives, and authorized volunteers are indemnified and held harmless, and defend the District, its directors, officers, employees, representatives, and authorized volunteers in accordance with the requirements set forth in this Section 11.1 and Exhibit E. Coverages required by Exhibit E shall be maintained throughout the Term of this Agreement. Every contractor and subcontractor shall file with the District prior to the commencement of any work on the Facilities under this Agreement, and as policy renewals occur, Certificates of Insurance evidencing that the insurance coverages required herein have been obtained and are currently in full force and effect.

11.2 Performance and Payment Surety. The Developer or its Contractor, as the case may be, shall furnish the District with a surety to secure the completion of and payment for the Facilities. The amount of the performance surety shall not be less than one hundred percent (100%) of the District's estimate of the total cost to construct all of the Facilities required under this Agreement. The amount of the payment surety shall not be less than one hundred percent (100%) of the District's estimate of the total cost to construct all of the Facilities required under this Agreement. The surety instrument shall be in a form reasonably satisfactory to the District such as a performance and payment bond, irrevocable letter of credit, cash deposit, or irrevocable construction "set-aside" letter. Such surety may include evidence that it was submitted to another public agency of an equivalent or greater amount covering the work to be done under this Agreement. Each surety must be authorized in the State of California to issue the surety instrument provided. All surety instruments signed by an agent must be accompanied by a certified copy of the agent's authority to act.

11.3 The Developer shall furnish the District with a Warranty bond or other surety instrument reasonably satisfactory to the District in the amount equal to one hundred percent (100%) of the actual construction costs to secure the Developer's performance under Section 15, Warranties.

11.4 Submittal of Insurance Certificates and Surety. The required insurance certificates (as specified in Exhibit E) shall be delivered to the District prior to commencement of construction of the Facilities. No work on the Facilities may be commenced under this Agreement unless and until all required insurance certificates are submitted to and approved by the District and the relevant performance and payment sureties have been made pursuant to Section 11.2 above. The Warranty surety shall be provided pursuant to Section 11.3 above prior to the District's

acceptance of the Facilities, and shall remain in effect for the duration specified in Section 15.1 below.

11.5 The performance surety shall remain in effect until final acceptance of the Facilities by the District in accordance with Section 13.1 below. The payment surety shall remain in effect until the last of the following occur: (i) the statutory time has expired to commence a legal action on the payment surety and no legal action was filed, (ii) satisfaction of all judgments against the payment surety (if any), and (iii) as otherwise provided by law. The warranty surety shall remain in effect until all warranties under this Agreement have expired in accordance with Section 14 below.

12. Transfer of System Facilities to District after Completion

12.1 The Developer shall execute and obtain all signatures of all other parties having any interest (including any Deed of Trust) (if any) with respect to the Facilities, and shall also deliver a conveyance instrument with respect to the Facilities reasonably satisfactory in form and content to the District. This conveyance instrument, once accepted by the District, shall transfer unencumbered ownership of all Facilities required by this Agreement to the District together with all real property, interests in real property, sewer easements necessary pursuant to Section 2.1.4 above. Provided all conditions set forth in this Agreement are satisfied, the District shall promptly accept said conveyance pursuant to its typical acceptance procedures. All costs of construction of the Facilities, for which the Developer is responsible, shall have been paid for by Developer, the time for release of the payment surety under Section 11.5 shall have expired (or the Developer shall provide other security acceptable to the District), and the title to all of the Facilities and the relevant interests in real property, transferred shall be good, clear and marketable title, free and clear of all encumbrances, liens or charges. The Developer shall pay costs of any title insurance deemed necessary by the District and is reasonable and customary for the insured transaction type for purposes of this type of conveyance. All construction of the Facilities, including final inspection punch list items must be completed prior to transfer, and the transfer shall not be completed until the conveyance transferring the Facilities has been formally accepted by the District. After transfer, the District shall own and be free in every respect to operate and manage the Facilities and to expand or improve, or interconnect the Facilities with other adjacent facilities, as the District deems appropriate in its sole discretion.

13. Developer Assistance

13.1 The Developer shall, both before and after the transfer of the Facilities pursuant to Section 12 above, obtain and provide any information or data reasonably available to the Developer and reasonably needed by the District to take over the ownership, operation and maintenance of the Facilities once the conveyance is accepted pursuant to Section 12 above.

The Developer shall, both before and after the transfer of the Facilities, certify in a form acceptable to the District that the Facilities and overlying easements, if any, are free and clear of all encumbrances and the release of all liens or charges by third parties for payment, transfer, or performance related to the Facilities.

14. Warranties

14.1 The Developer hereby warrants that, as of the time of the District's acceptance of the

conveyance of the Facilities, the Facilities (including all components thereof), will be in satisfactory working order and quality and free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier; and that the Facilities (including all components thereof) have been constructed and installed in compliance with all approved specifications and as-built plans being provided to the District, and in accordance with applicable District standards and any other governmental agency having jurisdiction pursuant to Section 2 above. The Developer also warrants that as of the time of the District's acceptance of the conveyance of the Facilities, the Facilities will operate in good and sufficient manner for the purposes intended for one (1) year after the latter of (i) the date of acceptance or (ii) the expiration of all lien enforcement periods. Provided, however, that in the event any of the Facilities need to be subsequently re-installed, repaired or replaced (collectively, "Replacement Facilities") as a result of said Facilities not being in satisfactory working order and quality as required under this Section 14.1 during the original warranty period, then the warranty period shall extend to one hundred eighty(180) days after re-inspected and re-accepted by the District. During the foregoing warranty period, if the District determines that the Facilities or any portion(s) thereof are not in satisfactory working order and quality as required under this Agreement, then the Developer shall remedy at the Developer's expense said identified failure, defect and/or damage. If the Developer fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice by the District, the District shall have the right to replace, repair, or otherwise remedy said failure, defect, or damage at the Developer's expense, and said costs shall be paid either directly by the Developer or by accessing the funding secured by the warranty bond provided by the Developer pursuant to Section 11.3 above. The Developer shall indemnify District for all such actual costs (including the District's own labor costs) incurred, if and to the extent there are any additional costs beyond those covered by the warranty bond.

14.2 With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished in connection with the Facilities under this Agreement, the Developer shall include a provision in the agreement(s) with its Contractor that the Contractor shall:

- (1) Obtain all warranties that would be given in normal commercial practice;
- (2) Require all warranties to be executed, in writing, for the benefit of the District, if directed by the District; and
- (3) Enforce all warranties for the benefit of the District, if directed by the District.

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

14.3 This Section 14 shall not limit the District's rights under the law with respect to latent defects, gross mistakes, or fraud with respect to the Facilities.

15. No Sewer Service Prior to Completion and Transfer

15.1 The Developer shall not allow any occupant or person to commence operations or use of any part of the Facilities without the express written consent of the District. Such consent may not be unreasonably withheld, delayed or denied. The District may impose conditions or restrictions upon any such consent, such as posting a surety bond. The District recognizes that

the Development will be built in multiple phases; however, the Facilities will be built as part of the first (1st) phase of the Development to serve as its backbone infrastructure.

16. Performance

16.1 Subject to the Developer's right to elect to commence construction of the Development in the first instance, the Developer agrees to design and construct the Facilities in a commercially practicable manner and to transfer the same to the District in accordance with the terms of this Agreement. If construction of the Facilities have not been substantially completed by the Developer within the time frame set forth in Section 2.1.4 above, the District shall have the right, but not the obligation, to terminate this Agreement. If construction on any phase of the Facilities is not complete within four (4) years or as extended as provided above, then an Amendment to this Agreement will be necessary to address each such phase, which shall incorporate the policies, fees and charges of the District then in effect as of the effective date of said Amendment. Subsequent phases of the Facilities also may, at the District's discretion, be addressed by Amendment(s) to this Agreement.

16.2 Responsibility for Work. Until the completion and final acceptance by the District of all the Facilities, the Developer shall own and be responsible for the Facilities.

17. Assignment

17.1 Neither party may assign their rights or obligations under this Agreement within its term without the written consent of the other party. Any such assignment shall be memorialized in an Assignment and Assumption Agreement in a form satisfactory to the District, and the Developer shall thereafter be released from any and all obligations hereunder expressly assumed by the assignee(s).

17.2 Notwithstanding anything to the contrary in Section 17.1 above, sewer service capacity granted pursuant to Section 1.2 above shall be deemed assigned (without the need for District consent) to each property owner upon acquisition of its portion of the Project Site. Upon assignment, the Developer's responsibilities relating to sewer facilities, use and approvals will become the assignee's responsibility. This provision shall cease to have any effect when the District accepts title to the Facilities or the Agreement is terminated pursuant to the terms hereof.

18. Waiver of Rights

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

19. Notices

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

To District: Seaside County Sanitation District

Attn: District Clerk
440 Harcourt Avenue
Seaside, California 93955

To Developer: DBO Development No. 30, LLC
Attn: Matt Nohr
Don Orosco
10 Harris Court, Suite B-1
Monterey, CA 93940

With a copy to: Miller Starr Regalia
Attn: Nadia Costa, Esq.
1331 N. California Blvd., 5th Floor
Walnut Creek, CA 94596

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

20. Severability

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

21. Section Headings

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

22. Successors and Assignees

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

23. Integrated Agreement

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

24. Negotiated Agreement

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

25. Exhibits

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

26. Disclaimer/Indemnity Regarding Public Works

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

27. No Third Party Beneficiaries

27.1 There are no intended third party beneficiaries to this Agreement.

28. Compliance with Laws

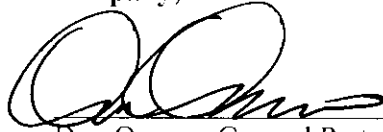
28.1 The Developer will comply with all applicable laws, rules and regulations in carrying out its obligations under this Agreement.

29. Counterparts

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

Signature Page

By: **DEVELOPER**
DBO Development No. 30, LLC, a California limited liability
company,



Don Orosco, General Partner

12/16/19
date

By **SEASIDE COUNTY SANITATION DISTRICT**

Craig Malin, District Manager
Seaside County Sanitation District

date

Approved as to form;

Michael Whilden, Legal Counsel
Seaside County Sanitation District

date

EXHIBIT A

Legal Description of the Project Site

Parcel Closure Calcs

West End Sand City Project Final Map DBO Development No.30

CALIFORNIA AVE AT TIOGA AVE
SAND CITY, CA

July 10, 2019



Prepared By:

 **Whitson Engineers**

6 Harris Court • Monterey, CA 93940
831 649-5225 • Fax 831 373-5065

File No.: 3571.01

Boundary - Map Check Report

Date: 7/8/2019 8:10:38 AM

Parcel Name: **Overall Boundary**

North: 2,120,012.01' East: 5,726,256.09'

Segment# 1: Line

Course: S65°29'54"E Length: 605.97'
North: 2,119,760.70' East: 5,726,807.49'

Segment# 2: Line

Course: S26°16'48"W Length: 596.16'
North: 2,119,226.16' East: 5,726,543.54'

Segment# 3: Curve

Length: 107.64' Radius: 125.00'
Delta: 49°20'16" Tangent: 57.41'
Chord: 104.34' Course: S50°56'56"W
Course In: N63°43'12"W Course Out: S14°22'56"E
RP North: 2,119,281.50' East: 5,726,431.46'
End North: 2,119,160.42' East: 5,726,462.51'

Segment# 4: Line

Course: S75°37'04"W Length: 168.92'
North: 2,119,118.46' East: 5,726,298.88'

Segment# 5: Line

Course: S77°38'03"W Length: 146.72'
North: 2,119,087.04' East: 5,726,155.56'

Segment# 6: Line

Course: N12°21'44"W Length: 245.10'
North: 2,119,326.46' East: 5,726,103.09'

Segment# 7: Line

Course: S77°44'05"W Length: 37.33'
North: 2,119,318.53' East: 5,726,066.61'

Segment# 8: Line	
Course: N33°09'39"W	Length: 42.16'
North: 2,119,353.82'	East: 5,726,043.55'
Segment# 9: Line	
Course: N31°11'18"E	Length: 5.46'
North: 2,119,358.49'	East: 5,726,046.38'
Segment# 10: Line	
Course: N58°48'42"W	Length: 125.09'
North: 2,119,423.27'	East: 5,725,939.37'
Segment# 11: Line	
Course: N31°14'41"E	Length: 110.24'
North: 2,119,517.52'	East: 5,725,996.55'
Segment# 12: Line	
Course: N33°06'56"W	Length: 0.37'
North: 2,119,517.83'	East: 5,725,996.35'
Segment# 13: Line	
Course: N56°53'04"E	Length: 125.27'
North: 2,119,586.27'	East: 5,726,101.27'
Segment# 14: Line	
Course: N33°06'56"W	Length: 100.69'
North: 2,119,670.61'	East: 5,726,046.26'
Segment# 15: Line	
Course: N56°15'20"E	Length: 20.22'
North: 2,119,681.84'	East: 5,726,063.07'
Segment# 16: Line	
Course: S65°53'46"E	Length: 12.24'
North: 2,119,676.84'	East: 5,726,074.24'
Segment# 17: Line	
Course: N24°06'14"E	Length: 90.04'
North: 2,119,759.03'	East: 5,726,111.02'
Segment# 18: Line	
Course: N65°53'46"W	Length: 33.42'
North: 2,119,772.68'	East: 5,726,080.51'

Segment# 19: Line
Course: N36°15'40"E
North: 2,120,012.02'

Length: 296.83'
East: 5,726,256.08'

Perimeter: 2,869.86'
Error Closure: 0.02
Error North : 0.012

Area: 463,717.08Sq.Ft.
Course: N50°13'10"W
East: -0.015

Precision 1: 143,493.50

Parcels - Map Check Report

Date: 7/8/2019 8:13:23 AM

Parcel Name: **"A" STREET**

North: 2,119,908.31' East: 5,726,483.61'

1: Line

Course: S65°29'54"E Length: 68.96'
North: 2,119,879.71' East: 5,726,546.36'

2: Line

Course: S63°09'01"W Length: 15.14'
North: 2,119,872.88' East: 5,726,532.85'

3: Line

Course: S24°28'00"W Length: 22.23'
North: 2,119,852.64' East: 5,726,523.65'

4: Curve

Length: 89.07' Radius: 175.00'
Delta: 29°09'38" Tangent: 45.52'
Chord: 88.11' Course: S39°02'49"W
Course In: N65°32'00"W Course Out: S36°22'22"E
RP North: 2,119,925.12' East: 5,726,364.36'
End North: 2,119,784.22' East: 5,726,468.14'

5: Curve

Length: 59.39' Radius: 125.00'
Delta: 27°13'15" Tangent: 30.26'
Chord: 58.83' Course: S40°01'00"W
Course In: S36°22'22"E Course Out: N63°35'37"W
RP North: 2,119,683.57' East: 5,726,542.27'
End North: 2,119,739.16' East: 5,726,430.31'

6: Line

Course: S26°24'23"W Length: 136.57'
North: 2,119,616.84' East: 5,726,369.58'

# 7: Curve	
Length: 53.48'	Radius: 34.00'
Delta: 90°07'35"	Tangent: 34.08'
Chord: 48.14'	Course: S18°39'25"E
Course In: S63°35'37"E	Course Out: S26°16'48"W
RP North: 2,119,601.72'	East: 5,726,400.03'
End North: 2,119,571.23'	East: 5,726,384.97'
 # 8: Line	
Course: S63°43'12"E	Length: 248.37'
North: 2,119,461.27'	East: 5,726,607.67'
 # 9: Line	
Course: S63°43'12"E	Length: 37.99'
North: 2,119,444.44'	East: 5,726,641.74'
 # 10: Line	
Course: N75°44'18"E	Length: 11.32'
North: 2,119,447.23'	East: 5,726,652.71'
 # 11: Line	
Course: S26°16'48"W	Length: 64.71'
North: 2,119,389.21'	East: 5,726,624.06'
 # 12: Line	
Course: N23°10'42"W	Length: 11.32'
North: 2,119,399.62'	East: 5,726,619.60'
 # 13: Line	
Course: N63°43'12"W	Length: 37.99'
North: 2,119,416.44'	East: 5,726,585.54'
 # 14: Line	
Course: N63°43'12"W	Length: 172.41'
North: 2,119,492.77'	East: 5,726,430.95'
 # 15: Line	
Course: N63°43'12"W	Length: 104.02'
North: 2,119,538.83'	East: 5,726,337.68'
 # 16: Curve	
Length: 88.09'	Radius: 56.00'
Delta: 90°07'35"	Tangent: 56.12'
Chord: 79.28'	Course: N18°39'25"W
Course In: N26°16'48"E	Course Out: N63°35'37"W
RP North: 2,119,589.04'	East: 5,726,362.47'
End North: 2,119,613.95'	East: 5,726,312.32'

# 17: Line	
Course: N26°24'23"E	Length: 40.43'
North: 2,119,650.16'	East: 5,726,330.30'
# 18: Line	
Course: N26°24'23"E	Length: 124.21'
North: 2,119,761.41'	East: 5,726,385.54'
# 19: Curve	
Length: 83.14'	Radius: 175.00'
Delta: 27°13'15"	Tangent: 42.37'
Chord: 82.36'	Course: N40°01'00"E
Course In: S63°35'37"E	Course Out: N36°22'22"W
RP North: 2,119,683.58'	East: 5,726,542.28'
End North: 2,119,824.49'	East: 5,726,438.50'
# 20: Curve	
Length: 63.62'	Radius: 125.00'
Delta: 29°09'38"	Tangent: 32.51'
Chord: 62.93'	Course: N39°02'49"E
Course In: N36°22'22"W	Course Out: S65°32'00"E
RP North: 2,119,925.13'	East: 5,726,364.37'
End North: 2,119,873.36'	East: 5,726,478.14'
# 21: Line	
Course: N24°28'00"E	Length: 22.23'
North: 2,119,893.60'	East: 5,726,487.35'
# 22: Line	
Course: N14°13'00"W	Length: 15.20'
North: 2,119,908.33'	East: 5,726,483.62'
Perimeter: 1,569.87'	Area: 36,321.85Sq.Ft.
Error Closure: 0.02	Course: N22°12'31"E
Error North : 0.017	East: 0.007
Precision 1: 78,494.50	

Parcel Name: **EAST AVENUE**

North: 2,119,097.75' East: 5,726,204.41'

1: Line

Course: S77°38'03"W Length: 50.00'
North: 2,119,087.04' East: 5,726,155.57'

2: Line

Course: N12°21'44"W Length: 245.10'
North: 2,119,326.46' East: 5,726,103.09'

3: Line

Course: N77°44'05"E Length: 50.00'
North: 2,119,337.08' East: 5,726,151.95'

4: Line

Course: S12°21'44"E Length: 245.01'
North: 2,119,097.75' East: 5,726,204.41'

Perimeter: 590.10' Area: 12,252.60Sq.Ft.
Error Closure: 0.00 Course: N14°10'58"W
Error North : 0.002 East: -0.001

Precision 1: 590,110,000.00

Parcel Name: **H1**

North: 2,119,616.84' East: 5,726,369.58'

1: Line

Course: N26°24'23"E Length: 136.57'
North: 2,119,739.16' East: 5,726,430.31'

2: Curve

Length: 59.39' Radius: 125.00'
Delta: 27°13'15" Tangent: 30.26'
Chord: 58.83' Course: N40°01'00"E
Course In: S63°35'37"E Course Out: N36°22'22"W
RP North: 2,119,683.57' East: 5,726,542.27'
End North: 2,119,784.21' East: 5,726,468.14'

# 3: Curve	
Length: 89.07'	Radius: 175.00'
Delta: 29°09'38"	Tangent: 45.52'
Chord: 88.11'	Course: N39°02'49"E
Course In: N36°22'22"W	Course Out: S65°32'00"E
RP North: 2,119,925.12'	East: 5,726,364.36'
End North: 2,119,852.64'	East: 5,726,523.65'
# 4: Line	
Course: N24°28'00"E	Length: 22.23'
North: 2,119,872.87'	East: 5,726,532.85'
# 5: Line	
Course: N63°09'01"E	Length: 15.14'
North: 2,119,879.71'	East: 5,726,546.36'
# 6: Line	
Course: S65°29'54"E	Length: 240.36'
North: 2,119,780.03'	East: 5,726,765.08'
# 7: Line	
Course: S26°16'48"W	Length: 355.51'
North: 2,119,461.27'	East: 5,726,607.67'
# 8: Line	
Course: N63°43'12"W	Length: 248.37'
North: 2,119,571.23'	East: 5,726,384.97'
# 9: Curve	
Length: 53.48'	Radius: 34.00'
Delta: 90°07'35"	Tangent: 34.08'
Chord: 48.14'	Course: N18°39'25"W
Course In: N26°16'48"E	Course Out: N63°35'37"W
RP North: 2,119,601.72'	East: 5,726,400.03'
End North: 2,119,616.84'	East: 5,726,369.57'
Perimeter: 1,220.13'	Area: 95,037.77Sq.Ft.
Error Closure: 0.00	Course: N48°50'14"W
Error North : 0.002	East: -0.003

Precision 1: 1,220,120,000.00

Parcel Name: **H1A**

North: 2,119,760.70'

East: 5,726,807.49'

1: Line

Course: S26°16'48"W

Length: 349.60'

North: 2,119,447.23'

East: 5,726,652.71'

2: Line

Course: S75°44'18"W

Length: 11.32'

North: 2,119,444.45'

East: 5,726,641.74'

3: Line

Course: N63°43'12"W

Length: 37.99'

North: 2,119,461.27'

East: 5,726,607.67'

4: Line

Course: N26°16'48"E

Length: 355.51'

North: 2,119,780.03'

East: 5,726,765.08'

5: Line

Course: S65°29'54"E

Length: 46.61'

North: 2,119,760.70'

East: 5,726,807.49'

Perimeter: 801.03'

Area: 16,564.70Sq.Ft.

Error Closure: 0.01

Course: N81°30'55"W

Error North : 0.001

East: -0.005

Precision 1: 80,103.00

Parcel Name: **H2**

North: 2,119,154.34'

East: 5,726,438.80'

1: Line

Course: S75°37'04"W

Length: 80.53'

North: 2,119,134.33'

East: 5,726,360.79'

2: Line

Course: N11°43'12"W

Length: 155.60'

North: 2,119,286.69'

East: 5,726,329.19'

# 3: Line	
Course: N26°16'48"E	Length: 229.83'
North: 2,119,492.77'	East: 5,726,430.95'
 # 4: Line	
Course: S63°43'12"E	Length: 172.41'
North: 2,119,416.43'	East: 5,726,585.54'
 # 5: Line	
Course: S26°16'48"W	Length: 66.70'
North: 2,119,356.62'	East: 5,726,556.00'
 # 6: Curve	
Length: 233.96'	Radius: 1,760.08'
Delta: 7°36'58"	Tangent: 117.15'
Chord: 233.79'	Course: S30°05'17"W
Course In: N63°43'12"W	Course Out: S56°06'14"E
RP North: 2,120,135.91'	East: 5,724,977.84'
End North: 2,119,154.34'	East: 5,726,438.80'
 Perimeter: 939.04'	Area: 51,270.27Sq.Ft.
Error Closure: 0.00	Course: S66°50'31"W
Error North : -0.001	East: -0.001

Precision 1: 939,030,000.00

Parcel Name: **H2A**

North: 2,119,389.21'	East: 5,726,624.05'
 # 1: Line	
Course: S26°16'48"W	Length: 181.85'
North: 2,119,226.15'	East: 5,726,543.54'
 # 2: Curve	
Length: 107.64'	Radius: 125.00'
Delta: 49°20'16"	Tangent: 57.41'
Chord: 104.34'	Course: S50°56'56"W
Course In: N63°43'12"W	Course Out: S14°22'56"E
RP North: 2,119,281.50'	East: 5,726,431.46'
End North: 2,119,160.42'	East: 5,726,462.51'
 # 3: Line	
Course: S75°37'04"W	Length: 24.47'
North: 2,119,154.34'	East: 5,726,438.80'

# 4: Curve	
Length: 233.96'	Radius: 1,760.08'
Delta: 7°36'58"	Tangent: 117.15'
Chord: 233.79'	Course: N30°05'17"E
Course In: N56°06'14"W	Course Out: S63°43'12"E
RP North: 2,120,135.91'	East: 5,724,977.85'
End North: 2,119,356.62'	East: 5,726,556.01'

# 5: Line	
Course: N26°16'48"E	Length: 66.70'
North: 2,119,416.43'	East: 5,726,585.54'

# 6: Line	
Course: S63°43'12"E	Length: 37.99'
North: 2,119,399.61'	East: 5,726,619.60'

# 7: Line	
Course: S23°10'42"E	Length: 11.32'
North: 2,119,389.20'	East: 5,726,624.06'

Perimeter: 663.93'	Area: 13,042.50Sq.Ft.
Error Closure: 0.01	Course: S57°40'23"E
Error North : -0.004	East: 0.006

Precision 1: 66,393.00

Parcel Name: **R1**

North: 2,119,759.02'	East: 5,726,111.03'
----------------------	---------------------

# 1: Line	
Course: N65°53'46"W	Length: 33.42'
North: 2,119,772.67'	East: 5,726,080.52'

# 2: Line	
Course: N36°15'40"E	Length: 296.83'
North: 2,120,012.01'	East: 5,726,256.09'

# 3: Line	
Course: S65°29'54"E	Length: 250.04'
North: 2,119,908.32'	East: 5,726,483.61'

4: Line
Course: S14°13'00"E Length: 15.20'
North: 2,119,893.58' East: 5,726,487.35'

5: Line
Course: S24°28'00"W Length: 22.23'
North: 2,119,873.35' East: 5,726,478.14'

6: Curve
Length: 63.62' Radius: 125.00'
Delta: 29°09'38" Tangent: 32.51'
Chord: 62.93' Course: S39°02'49"W
Course In: N65°32'00"W Course Out: S36°22'22"E
RP North: 2,119,925.12' East: 5,726,364.36'
End North: 2,119,824.47' East: 5,726,438.49'

7: Curve
Length: 83.14' Radius: 175.00'
Delta: 27°13'15" Tangent: 42.37'
Chord: 82.36' Course: S40°01'00"W
Course In: S36°22'22"E Course Out: N63°35'37"W
RP North: 2,119,683.57' East: 5,726,542.27'
End North: 2,119,761.39' East: 5,726,385.53'

8: Line
Course: S26°24'23"W Length: 124.21'
North: 2,119,650.14' East: 5,726,330.29'

9: Line
Course: N63°35'37"W Length: 244.80'
North: 2,119,759.02' East: 5,726,111.03'

Perimeter: 1,133.47' Area: 77,760.46Sq.Ft.
Error Closure: 0.01 Course: S38°11'27"E
Error North : -0.006 East: 0.005

Precision 1: 113,349.00

Parcel Name: **R2**

North: 2,119,134.33' East: 5,726,360.79'

1: Line
Course: S75°37'04"W Length: 63.92'
North: 2,119,118.46' East: 5,726,298.88'

# 2: Line	
Course: S77°38'03"W	Length: 96.72'
North: 2,119,097.74'	East: 5,726,204.40'
# 3: Line	
Course: N12°21'44"W	Length: 245.01'
North: 2,119,337.07'	East: 5,726,151.94'
# 4: Line	
Course: S77°44'05"W	Length: 50.00'
North: 2,119,326.45'	East: 5,726,103.09'
# 5: Line	
Course: S77°44'05"W	Length: 37.33'
North: 2,119,318.52'	East: 5,726,066.61'
# 6: Line	
Course: N33°09'39"W	Length: 42.16'
North: 2,119,353.82'	East: 5,726,043.55'
# 7: Line	
Course: N31°11'18"E	Length: 5.46'
North: 2,119,358.49'	East: 5,726,046.37'
# 8: Line	
Course: N58°48'42"W	Length: 125.09'
North: 2,119,423.26'	East: 5,725,939.36'
# 9: Line	
Course: N31°14'41"E	Length: 110.24'
North: 2,119,517.51'	East: 5,725,996.54'
# 10: Line	
Course: N33°06'56"W	Length: 0.37'
North: 2,119,517.82'	East: 5,725,996.34'
# 11: Line	
Course: N56°53'04"E	Length: 125.27'
North: 2,119,586.26'	East: 5,726,101.26'
# 12: Line	
Course: N33°06'56"W	Length: 100.69'
North: 2,119,670.60'	East: 5,726,046.26'

# 13: Line	
Course: N56°15'20"E	Length: 20.22'
North: 2,119,681.83'	East: 5,726,063.07'
 # 14: Line	
Course: S65°53'46"E	Length: 12.24'
North: 2,119,676.83'	East: 5,726,074.24'
 # 15: Line	
Course: N24°06'14"E	Length: 90.04'
North: 2,119,759.02'	East: 5,726,111.01'
 # 16: Line	
Course: S63°35'37"E	Length: 244.80'
North: 2,119,650.15'	East: 5,726,330.27'
 # 17: Line	
Course: S26°24'23"W	Length: 40.43'
North: 2,119,613.94'	East: 5,726,312.29'
 # 18: Curve	
Length: 88.09'	Radius: 56.00'
Delta: 90°07'35"	Tangent: 56.12'
Chord: 79.28'	Course: S18°39'25"E
Course In: S63°35'37"E	Course Out: S26°16'48"W
RP North: 2,119,589.03'	East: 5,726,362.45'
End North: 2,119,538.82'	East: 5,726,337.65'
 # 19: Line	
Course: S63°43'12"E	Length: 104.02'
North: 2,119,492.77'	East: 5,726,430.92'
 # 20: Line	
Course: S26°16'48"W	Length: 229.83'
North: 2,119,286.69'	East: 5,726,329.16'
 # 21: Line	
Course: S11°43'12"E	Length: 155.60'
North: 2,119,134.33'	East: 5,726,360.77'
 Perimeter: 1,987.52'	Area: 161,466.92Sq.Ft.
Error Closure: 0.02	Course: S89°41'46"W
Error North : 0.000	East: -0.023
 Precision 1: 99,376.50	

Easements - Map Check Report

Date: 7/8/2019 7:58:04 AM

Parcel Name: **Park Easement - R1**

North: 2,119,650.15' East: 5,726,330.29'

1: Line

Course: N63°35'37"W Length: 78.63'
North: 2,119,685.12' East: 5,726,259.87'

2: Line

Course: N35°02'41"E Length: 17.50'
North: 2,119,699.45' East: 5,726,269.91'

3: Line

Course: N26°24'23"E Length: 9.95'
North: 2,119,708.36' East: 5,726,274.34'

4: Line

Course: N38°12'29"W Length: 21.31'
North: 2,119,725.10' East: 5,726,261.16'

5: Line

Course: S63°35'37"E Length: 95.25'
North: 2,119,682.74' East: 5,726,346.47'

6: Line

Course: S26°24'23"W Length: 36.38'
North: 2,119,650.16' East: 5,726,330.29'

Perimeter: 259.02' Area: 2,875.83Sq.Ft.
Error Closure: 0.01 Course: N2°07'33"W
Error North : 0.008 East: 0.000

Precision 1: 25,902.00

Parcel Name: **Park Easement - R2**

North: 2,119,650.15' East: 5,726,330.29'

1: Line

Course: S26°24'23"W Length: 40.43'
North: 2,119,613.94' East: 5,726,312.31'

2: Curve

Length: 21.33' Radius: 56.00'
Delta: 21°49'16" Tangent: 10.79'
Chord: 21.20' Course: S15°29'45"W
Course In: S63°35'37"E Course Out: N85°24'54"W
RP North: 2,119,589.03' East: 5,726,362.47'
End North: 2,119,593.51' East: 5,726,306.65'

3: Line

Course: N63°35'37"W Length: 103.66'
North: 2,119,639.61' East: 5,726,213.80'

4: Line

Course: N42°00'06"E Length: 26.69'
North: 2,119,659.44' East: 5,726,231.66'

5: Line

Course: S79°49'07"E Length: 9.20'
North: 2,119,657.82' East: 5,726,240.72'

6: Line

Course: N35°02'41"E Length: 33.34'
North: 2,119,685.11' East: 5,726,259.86'

7: Line

Course: S63°35'37"E Length: 78.63'
North: 2,119,650.14' East: 5,726,330.29'

Perimeter: 313.27' Area: 5,397.67Sq.Ft.
Error Closure: 0.01 Course: S35°00'49"W
Error North : -0.005 East: -0.004

Precision 1: 31,328.00

Parcel Name: **Sand Dune Habitat - R1**

North: 2,119,772.67' East: 5,726,080.53'

1: Line

Course: N36°15'40"E Length: 206.83'
North: 2,119,939.44' East: 5,726,202.86'

2: Line

Course: S12°06'00"E Length: 25.60'
North: 2,119,914.41' East: 5,726,208.23'

3: Line

Course: S10°47'05"W Length: 29.80'
North: 2,119,885.14' East: 5,726,202.65'

4: Line

Course: S17°54'03"W Length: 40.14'
North: 2,119,846.94' East: 5,726,190.31'

5: Line

Course: S59°44'57"E Length: 16.47'
North: 2,119,838.64' East: 5,726,204.54'

6: Line

Course: S35°07'23"E Length: 22.47'
North: 2,119,820.26' East: 5,726,217.47'

7: Line

Course: S8°33'39"W Length: 26.99'
North: 2,119,793.57' East: 5,726,213.45'

8: Line

Course: S46°35'32"E Length: 53.18'
North: 2,119,757.03' East: 5,726,252.08'

9: Line

Course: S30°50'50"E Length: 23.39'
North: 2,119,736.95' East: 5,726,264.08'

10: Line

Course: S13°49'37"W Length: 12.21'
North: 2,119,725.09' East: 5,726,261.16'

# 11: Line	
Course: S38°12'29"E	Length: 21.31'
North: 2,119,708.35'	East: 5,726,274.34'
 # 12: Line	
Course: S26°24'23"W	Length: 9.95'
North: 2,119,699.44'	East: 5,726,269.92'
 # 13: Line	
Course: S35°02'41"W	Length: 17.50'
North: 2,119,685.11'	East: 5,726,259.87'
 # 14: Line	
Course: N63°35'37"W	Length: 166.17'
North: 2,119,759.01'	East: 5,726,111.03'
 # 15: Line	
Course: N65°53'46"W	Length: 33.42'
North: 2,119,772.66'	East: 5,726,080.53'
 Perimeter: 705.41'	Area: 18,791.12Sq.Ft.
Error Closure: 0.01	Course: S2°48'34"E
Error North : -0.010	East: 0.000
 Precision 1: 70,543.00	

Parcel Name: **Sand Dune Habitat - R2_a**

North: 2,119,759.02'	East: 5,726,111.03'
 # 1: Line	
Course: S63°35'37"E	Length: 166.17'
North: 2,119,685.12'	East: 5,726,259.86'
 # 2: Line	
Course: S35°02'41"W	Length: 33.34'
North: 2,119,657.82'	East: 5,726,240.72'
 # 3: Line	
Course: N79°49'07"W	Length: 9.20'
North: 2,119,659.45'	East: 5,726,231.66'
 # 4: Line	
Course: S42°00'06"W	Length: 26.69'
North: 2,119,639.62'	East: 5,726,213.80'

# 5: Line	
Course: N86°47'13"W	Length: 41.08'
North: 2,119,641.92'	East: 5,726,172.79'
 # 6: Line	
Course: S56°36'09"W	Length: 56.18'
North: 2,119,611.00'	East: 5,726,125.88'
 # 7: Line	
Course: S44°51'48"W	Length: 34.89'
North: 2,119,586.27'	East: 5,726,101.27'
 # 8: Line	
Course: N33°06'56"W	Length: 100.69'
North: 2,119,670.60'	East: 5,726,046.26'
 # 9: Line	
Course: N56°15'20"E	Length: 20.22'
North: 2,119,681.83'	East: 5,726,063.08'
 # 10: Line	
Course: S65°53'46"E	Length: 12.24'
North: 2,119,676.83'	East: 5,726,074.25'
 # 11: Line	
Course: N24°06'14"E	Length: 90.04'
North: 2,119,759.02'	East: 5,726,111.02'
 Perimeter: 590.74'	Area: 17,446.01Sq.Ft.
Error Closure: 0.01	Course: N83°14'58"W
Error North : 0.001	East: -0.010
 Precision 1: 59,074.00	

Parcel Name: **Sand Dune Habitat - R2_b**

North: 2,119,423.26'

East: 5,725,939.38'

1: Line

Course: N31°14'41"E

Length: 96.24'

North: 2,119,505.54'

East: 5,725,989.30'

2: Line

Course: S58°45'19"E

Length: 5.95'

North: 2,119,502.46'

East: 5,725,994.38'

3: Line

Course: S9°51'18"E

Length: 66.46'

North: 2,119,436.98'

East: 5,726,005.76'

4: Line

Course: S29°07'00"W

Length: 35.42'

North: 2,119,406.03'

East: 5,725,988.52'

5: Line

Course: S50°35'10"E

Length: 74.89'

North: 2,119,358.48'

East: 5,726,046.38'

6: Line

Course: N58°48'42"W

Length: 125.09'

North: 2,119,423.26'

East: 5,725,939.37'

Perimeter: 404.05'

Area: 4,116.95Sq.Ft.

Error Closure: 0.01

Course: N80°48'55"W

Error North : 0.001

East: -0.006

Precision 1: 40,405.00

Parcel Name: **Sign Easements - H1**

North:2,119,760.70'

East:5,726,807.49'

1: Line

Course: S26°16'48"W

Length: 19.00'

North: 2,119,743.66'

East: 5,726,799.08'

2: Line

Course: N19°36'33"W

Length: 26.45'

North: 2,119,768.58'

East: 5,726,790.21'

3: Line

Course: S65°29'54"E

Length: 19.00'

North: 2,119,760.70'

East: 5,726,807.49'

Perimeter: 64.45'

Area: 180.41Sq.Ft.

Error Closure: 0.00

Course: N19°36'34"W

Error North : 0.000

East: 0.000

Precision 1: 64,450,000.00

Dedications - Map Check Report

Date: 7/8/2019 8:20:26 AM

Parcel Name: **Dedication - C1**

North: 2,119,105.89' East: 5,726,264.89'

1: Line

Course: S77°38'03"W Length: 110.82'
North: 2,119,082.16' East: 5,726,156.64'

2: Line

Course: N12°21'44"W Length: 5.00'
North: 2,119,087.04' East: 5,726,155.57'

3: Line

Course: N77°38'03"E Length: 108.93'
North: 2,119,110.37' East: 5,726,261.97'

4: Line

Course: S33°05'09"E Length: 5.35'
North: 2,119,105.88' East: 5,726,264.89'

Perimeter: 230.10' Area: 549.39Sq.Ft.
Error Closure: 0.01 Course: S50°51'04"E
Error North : -0.003 East: 0.004

Precision 1: 23,010.00

Parcel Name: **Dedication - C2**

North: 2,119,155.93' East: 5,726,470.46'

1: Line

Course: N84°03'11"W Length: 18.21'
North: 2,119,157.81' East: 5,726,452.35'

2: Line

Course: N75°37'04"E Length: 10.49'
North: 2,119,160.42' East: 5,726,462.51'

3: Curve
Length: 32.14' Radius: 125.00'
Delta: 14°43'48" Tangent: 16.16'
Chord: 32.05' Course: N68°15'09"E
Course In: N14°22'56"W Course Out: S29°06'45"E
RP North: 2,119,281.50' East: 5,726,431.46'
End North: 2,119,172.29' East: 5,726,492.27'

4: Line
Course: S53°07'22"W Length: 27.27'
North: 2,119,155.93' East: 5,726,470.46'

Perimeter: 88.10' Area: 125.18Sq.Ft.
Error Closure: 0.00 Course: N53°40'37"E
Error North : 0.002 East: 0.002

Precision 1: 88,110,000.00

Parcel Name: **Dedication - C3**

North: 2,119,201.77' East: 5,726,531.53'

1: Line
Course: S53°04'08"W Length: 15.25'
North: 2,119,192.61' East: 5,726,519.34'

2: Curve
Length: 29.77' Radius: 125.00'
Delta: 13°38'49" Tangent: 14.96'
Chord: 29.70' Course: N38°30'15"E
Course In: N44°40'20"W Course Out: S58°19'09"E
RP North: 2,119,281.50' East: 5,726,431.46'
End North: 2,119,215.85' East: 5,726,537.83'

3: Line
Course: S24°06'34"W Length: 15.43'
North: 2,119,201.77' East: 5,726,531.53'

Perimeter: 60.45' Area: 39.41Sq.Ft.
Error Closure: 0.00 Course: S18°53'48"W
Error North : -0.003 East: -0.001

Precision 1: 60,450,000.00

Parcel Name: **Dedication - C4**

North:2,119,421.79' East:5,726,644.32'

1: Line

Course: N65°53'46"W Length: 3.75'
North: 2,119,423.32' East: 5,726,640.89'

2: Line

Course: N26°16'48"E Length: 98.64'
North: 2,119,511.77' East: 5,726,684.57'

3: Line

Course: S24°06'14"W Length: 98.57'
North: 2,119,421.79' East: 5,726,644.31'

Perimeter: 200.95' Area: 184.60Sq.Ft.
Error Closure: 0.00 Course: N79°59'25"W
Error North : 0.001 East: -0.005

Precision 1: 200,960,000.00

Parcel Name: **Dedication - C5**

North:2,119,600.80' East:5,726,734.11'

1: Line

Course: N65°53'46"W Length: 5.00'
North: 2,119,602.84' East: 5,726,729.55'

2: Line

Course: N26°16'48"E Length: 90.08'
North: 2,119,683.61' East: 5,726,769.43'

3: Line

Course: S65°53'46"E Length: 5.00'
North: 2,119,681.57' East: 5,726,774.00'

4: Line

Course: S26°16'48"W Length: 90.08'
North: 2,119,600.80' East: 5,726,734.11'

Perimeter: 190.16' Area: 450.39Sq.Ft.
Error Closure: 0.00 Course: N0°00'00"E
Error North : 0.000 East: 0.000

Precision 1: 190,160,000.00

Parcel Name: **Dedication - T1**

North: 2,119,768.72'

East: 5,726,799.54'

1: Line

Course: S24°06'14"W

Length: 4.00'

North: 2,119,765.07'

East: 5,726,797.90'

2: Line

Course: N65°29'54"W

Length: 595.43'

North: 2,120,012.01'

East: 5,726,256.09'

3: Line

Course: S65°53'01"E

Length: 595.42'

North: 2,119,768.73'

East: 5,726,799.54'

Perimeter: 1,194.85'

Area: 1,191.23Sq.Ft.

Error Closure: 0.01

Course: N72°26'13"E

Error North : 0.002

East: 0.006

Precision 1: 119,485.00

Control - Inverse Report

Date: 7/8/2019 7:58:04 AM

Parcel Name: **Control**

Point whose Northing is 2139078.850 and whose Easting is 5736718.860 (GU4318)	
Bearing: S 55-27-51.908 E	Length: 42135.183
Point whose Northing is 2115191.660 and whose Easting is 5771428.740 (GU4319)	
Bearing: N 84-9-12.649 W	Length: 44854.561
Point whose Northing is 2119760.700 and whose Easting is 5726807.495	
Bearing: N 27-9-37.925 E	Length: 21712.348
Area	
Square feet	453642663.6

Note: An inverse report was used to maintain the published coordinates for the two NGS monuments.

EXHIBIT B

Depiction of Project Site / Vesting Tentative Map

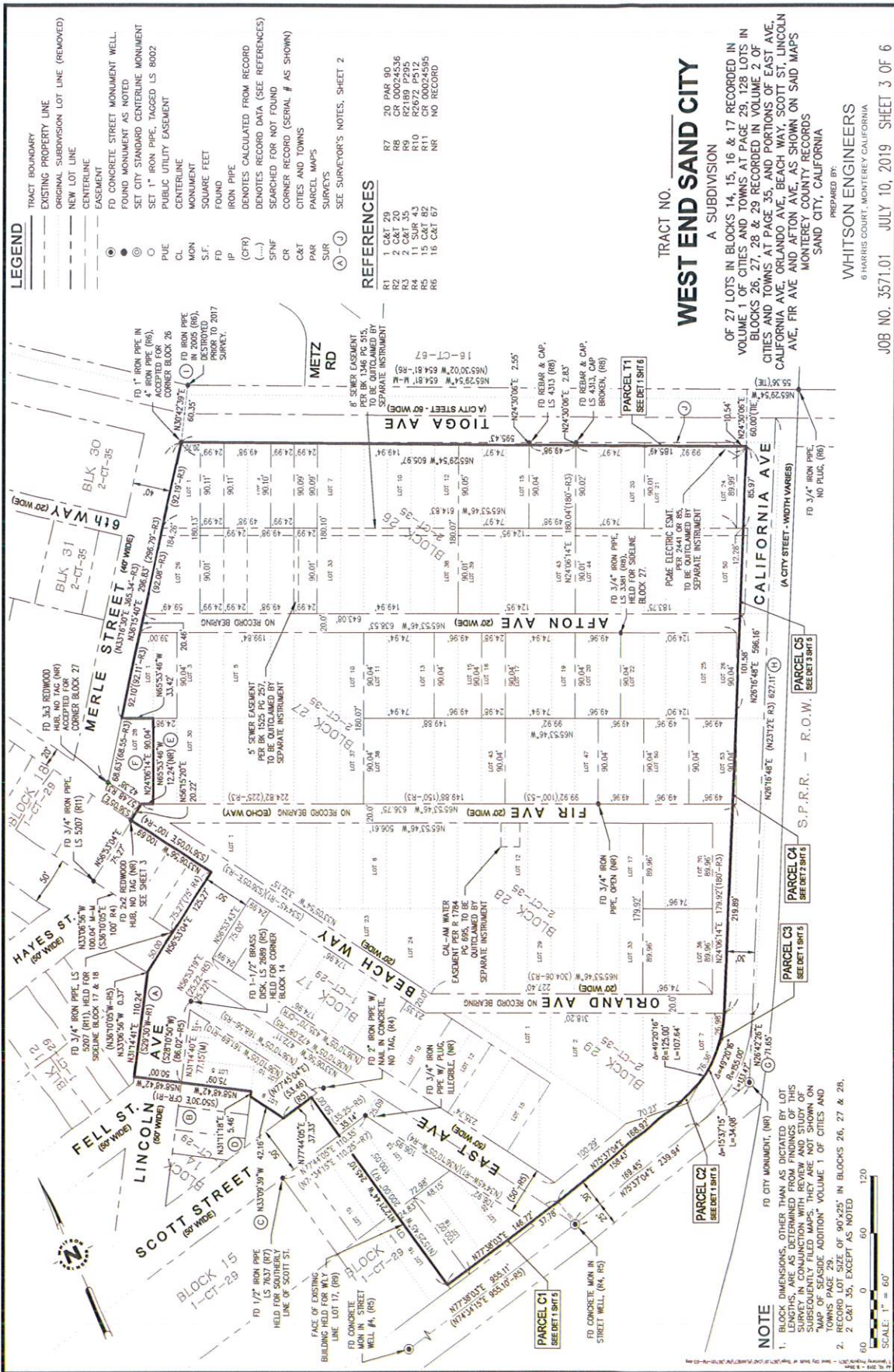


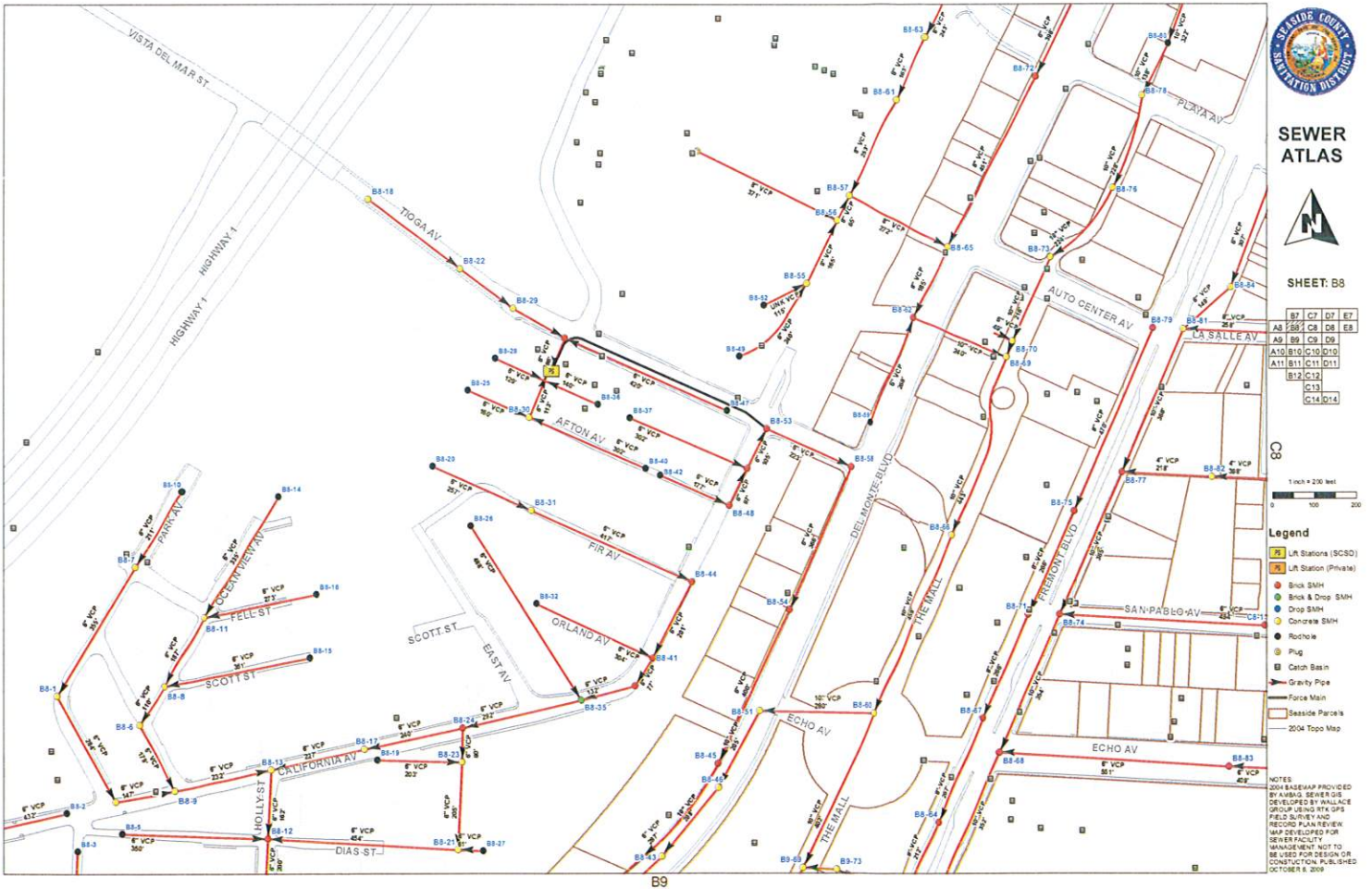
EXHIBIT C
District Sewer Map

OROS 51816'2204119.1

Seaside County Sanitation District

Sewer Infrastructure For South of Tioga Development - Sand City [Updated as of November 27, 2019]

B7



B9

EXHIBIT D

**WALLACE GROUP MEMORANDUM-WEST END SEWER ANALYSIS
JANUARY 7, 2019**

MEMORANDUM

Date: January 7, 2019
To: Scott Omar, PE
Seaside County Sanitation District
From: Kari Wagner, PE
Subject: West End Sewer Analysis

PURPOSE

The West End Development in Sand City is currently in the design phase for a 351-unit residential development and a 216 room hotel. The project is to be served by two of Seaside County Sanitation District's (District) sewer mains; California Avenue, which flows southwest towards Holly Street, and Tioga Avenue, which flows southeast to Del Monte Avenue. The purpose of this technical memorandum is to provide a summary of the impacts that the additional flow from the West End Development will have on the District's sewer collection system, and outlines the necessary upgrades required to serve the development.

SEWER COLLECTION SYSTEM ANALYSIS

Wallace Group prepared the 2011 Sewer Master Plan (SMP) and utilized the hydraulic sewer model to analyze the impacts from the West End Development on the existing sewer collection system. California Avenue and Holly Avenue were not originally included in the hydraulic sewer model. Therefore, Whitson Engineers, the design consultant for this development, provided survey information (rim and invert elevations) for the manholes along this stretch, which were then added to the model for this evaluation.

District Standards

The District's design criteria is provided in the Sanitary Sewer Management Plan, Element 5: Design and Performance Standards. The District's minimum pipe diameter as described in Section 5.2.2, is as follows:

5.2.2 Design Criteria for Gravity Sewer Mains

Gravity mains shall be Reinforced Concrete Pipe (RCP), or Vitrified Clay Pipe (VCP), or Polyvinyl Chloride (PVC) pipe, SDR-26 or less. Sewer mains shall be eight inches (8") minimum diameter. Sewer mains may be six inches (6") or larger for ultimate maximum of ten single family units or less and having one (1) percent minimum slope. Plastic pipe shall not be allowed for pipe diameters exceeding fifteen inches (15") diameter.

Table 2 summarizes the District's hydraulic capacity (d/D) standards used to evaluate the sewer collection system.



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F 805 544-4294

www.wallacegroup.us



Table 2- SCSD Hydraulic Capacity Standards

Pipe Diameter	Maximum Allowed d/D
10-inch and smaller	0.67
12-inch to 24-inch	0.80
27-inches	0.90

Flow Estimates

Whitson Engineers performed sewer flow calculations based on flow factors provided in the SMP. Wallace Group provided a peer review of the calculations provided by Whitson. Wallace Group has provided comments on the flow calculation worksheet that should be addressed by Whitson Engineers (see attached Preliminary Projected Sanitary Sewer Generation). The most critical comment being the household density used for the residential development is too low per the City of Sand City General Plan. This has resulted in the flow estimates to be underestimated for the residential component of the project. Wallace Group has run the scenarios with the increased flows based on a 2.5 persons per household density.

According to the SMP, the worst-case flow condition is max day, dry weather flow. The peaking factor for max day and peak hour for residential is 1.5 and 3.0 the average day flow, respectively. It was assumed that the hotel would also have a commercial peaking factor of 3.1. Table 1 summarizes the anticipated flows from the development during various flow conditions, based on updated household densities.

Table 1- Projected Sewer Flows

Type of Development	Dwelling Units	Average Day Dry Weather Flow (gpm)	Max Day Dry Weather Flow (gpm)	Peak Hour Dry Weather Flow (gpm)
R1- Residential Units	120	13.5	20.3	40.5
R2- Residential Units (P1)	136	15.3	23.0	45.9
R2- Residential Units (P2)	95	10.7	16.1	32.1
H1/H1A- Hotel	216	15.0	22.5	46.5

Whitson Engineers has provided two options for the West End development flow to tie into the District's existing system. Wallace Group modeled these two options to determine the impacts on the District's existing sewer collection system downstream of the development.

It is important to note that the SMP identified a Long-Term¹ Capital Improvement Project (CIP) to upsize the sewer main along Ortiz Avenue from Del Monte Boulevard to Contra Costa Street (CIP #2). This CIP is being impacted by this proposed development from Holly Street to Contra Costa.

¹ Long-term Capital Improvement Projects were identified as sewer mains that have capacity under existing conditions but were deficient under future build-out conditions. There is no timeframe for construction of the Long-term CIPs identified in the Sewer Master Plan since they are contingent on development within the City.



Existing Peak Hour Dry Weather Flow Conditions

The sewer model was analyzed under the peak hour, dry weather flow condition. The first analysis was performed using the District's existing system under existing peak hour flow conditions, without any additional flows from West End. As determined in the SMP, Figure 1 shows that the existing system has sufficient capacity, with marginal capacity on a portion of the pipe reach along Ortiz Avenue.

Existing Peak Hour Dry Weather Flow Conditions w/ West End Option 1

The sewer model was updated to include West End Option 1, which has flow from R-1 and H-1 tying in at Tioga Avenue and flow from R-2 P1 and P2 tying in at California Avenue. As seen in Figure 2, under existing flows with the West End development, a portion of the 21-inch sewer main along Ortiz Avenue is just exceeding the District's standards where an upgrade is recommended, and the last 6-inch reach along Holly Street exceeds hydraulic capacity.

Existing Peak Hour Dry Weather Flow Conditions w/ West End Option 2

Similarly, the sewer model was evaluated to include West End Option 2, which has flow from R-1, H-1, and R-2 P1 tying in at Tioga Avenue and flow from R-2 P2 tying in at California Avenue. Under existing flows with the West End development, the same reach of 21-inch sewer main along Ortiz Avenue is just exceeding the District's standards where an upgrade is recommended, as shown in Figure 3. The 6-inch main along Holly Street is at marginal capacity because it experiences less flow from West End compared to Option 1.

Conclusion

As shown in Figure 2 and 3, the West End Development does not have any impacts on proposed improvements currently in design for Tioga and Del Monte Boulevard regardless of the option chosen. The Figures also show that the 6-inch sewer mains on California Avenue and Holly Street have capacity under Option 2, but the last segment on Holly Street before reaching Ortiz exceeds capacity under Option 1.

In addition, the District should pursue the completion of Long-term CIP #2 as the West End Development would exceed the District's hydraulic capacity design standards. The West End Development's impact on CIP #2, from Holly Street to Contra Costa is 2.5% of the construction cost estimate. The engineer's estimate from the 2011 Sewer Master Plan for the reach in question is \$562,800. Using the ENR index of 8592 from the sewer master plan to current day ENR index of 11186 provides an inflation of 30% or a current day sewer cost of \$731,640, which results in a cost impact of \$18,291.

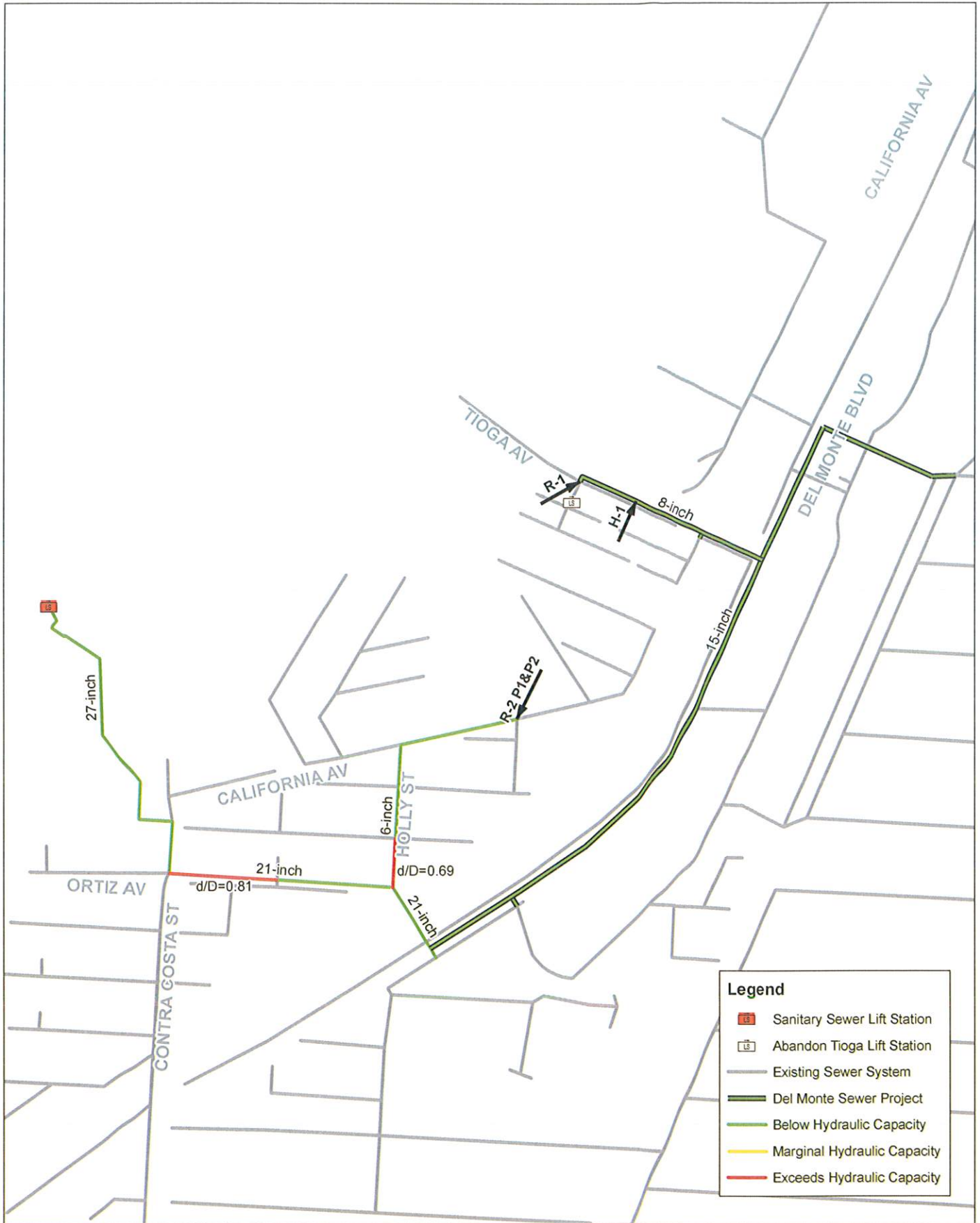


**SEASIDE COUNTY SANITATION DISTRICT
WEST END DEVELOPMENT**

FIGURE 1: EXISTING PEAK HOUR, DRY WEATHER FLOW

NOTES:
BASEMAP PROVIDED BY SCSD.
WALLACE GROUP DID NOT
PERFORM BOUNDARY SURVEY
SERVICES FOR THIS MAP. NOT
A LEGAL DOCUMENT. MAP
PRODUCED DECEMBER 2018.



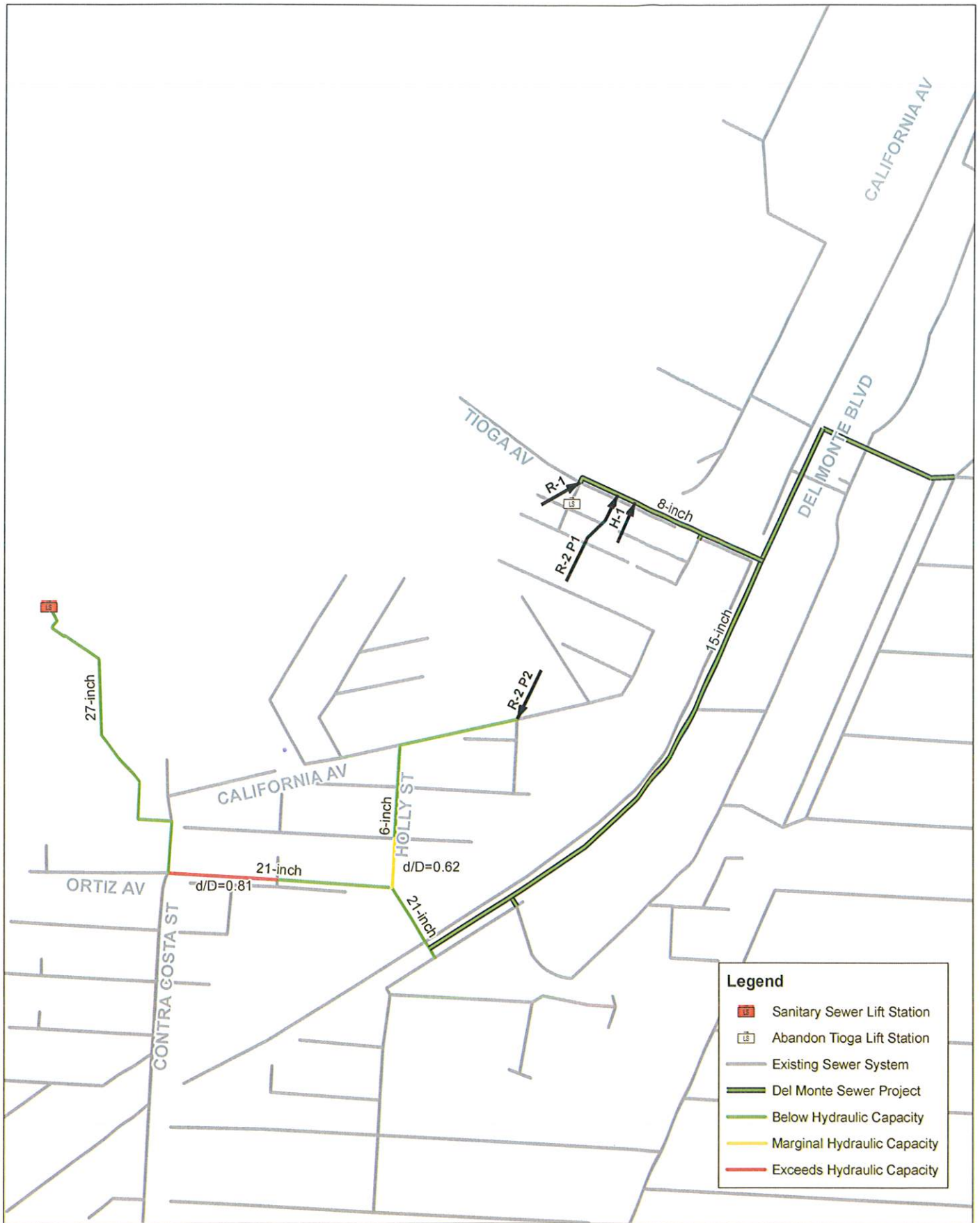


SEASIDE COUNTY SANITATION DISTRICT
WEST END DEVELOPMENT

FIGURE 2: EXISTING PEAK HOUR, DRY WEATHER FLOW
WITH WEST END DEVELOPMENT OPTION 1

NOTES:
 BASEMAP PROVIDED BY SCSD.
 WALLACE GROUP DID NOT
 PERFORM BOUNDARY SURVEY
 SERVICES FOR THIS MAP. NOT
 A LEGAL DOCUMENT. MAP
 PRODUCED DECEMBER 2018.





SEASIDE COUNTY SANITATION DISTRICT
WEST END DEVELOPMENT

FIGURE 3: EXISTING PEAK HOUR, DRY WEATHER FLOW
WITH WEST END DEVELOPMENT OPTION 2



EXHIBIT E

INDEMNIFICATION AND INSURANCE REQUIREMENTS

for Infrastructure Agreements

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

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

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

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

3. Indemnification - To the fullest extent permitted by law, the Developer will indemnify, hold harmless, and defend District, its directors, officers, employees, representatives, and authorized volunteers (collectively, the “indemnitees”), and include in every contract with every Contractor and subcontractor for the Development a provision that requires the Contractor and subcontractor to indemnify, hold harmless, and defend District, its directors, officers, employees, representatives, and authorized volunteers (collectively, the “indemnitees”), and each of them from and against:

- a. Any claim, including, but not limited to, injury to or death of any person including District and/or Contractor, or any indemnitees, and damages to or destruction of property of any person, including but not limited to, District indemnitees and/or Contractor, arising out of

or in any manner connected with the work to be performed under this Agreement, however caused, except in the event and to the extent caused by the sole negligence or willful misconduct of District indemnitees;

- b. Any claim against District indemnitees arising out of or resulting from a violation of any governmental law or regulation as it relates to the work on the Facilities to be performed under this Agreement, compliance with which is the responsibility of the Contractor;
- c. Any claims (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any District indemnitee(s) may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the work and all of the Contractor's obligations to the Developer for work to be performed on the Facilities under this Agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, expert fees, and court costs, incurred by District indemnitee(s) in any lawsuit to which the District indemnitee(s) are party(ies).

The Developer will pay and satisfy any judgment, award or decree and include a provision in the contract of each Contractor hired to perform work under this Agreement that requires the Contractor to pay and satisfy any judgment, award or decree that may be rendered against District indemnitees relating to any claim.

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

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

4. Commercial General Liability and Automobile Liability Insurance - The Developer and its Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

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

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

Limits - The Developer and its Contractor shall maintain limits no less than the following:

1. **General Liability** - Five million dollars (\$5,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the District) or the general aggregate limit and products-completed operations aggregate limit shall be equal the required occurrence limit.

2. **Automobile Liability** - Five million dollars (\$5,000,000) for bodily injury and property damage each accident limit.

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

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

Such liability insurance shall indemnify the Developer or its Contractor and his/her sub-contractors against loss from liability imposed by law upon, or assumed under contract by, the Developer or its Contractor or his/her sub-contractors for damages on account of such bodily injury (including

death), property damage, personal injury and completed operations and products liability.

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

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

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

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

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

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

8. Waiver of Subrogation - All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the District, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

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

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

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

Seaside County Sanitation District

440 Harcourt Avenue
Seaside, CA 93955
Attn: Management Services Administrator

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