

Monterey County Water Resources Agency



Ara Azhderian, General Manager | 1441 Schilling Pl., Salinas, Ca 93901 | (831) 755-4860

February 18, 2026

Mr. Jason Linker
President, Town Creek Association
11502 Sumac Ln.
Camarillo, CA 93012

SUBJECT: Association Request to Construct a Boat Ramp on Agency Property

Dear Mr. Linker,

This letter is in response to the Association's request to construct a boat ramp on property owned by the Monterey County Water Resources Agency (Agency). The Agency has reviewed the Association's proposal sent October 1, 2025 (Proposal). While the Agency can support, generally, the aspiration that, "By securing a long-term lease, the association will invest in high-quality infrastructure, fostering a sustainable public-private partnership that supports member satisfaction, community safety, environmental protection, and economic benefits for Monterey County", many details remain to be resolved prior to any agreement about how to proceed.

Following are our comments and/or questions:

- The Agency and the County of Monterey are separate, legal entities. The Agency, in its current form, is a special district established in 1991, per California Water Code App. § 52-1, *et seq.* The County of Monterey was formed in 1850 as part of California's new state constitution.
- What is the legal status of the Association as an entity? Please provide documentation about its formation, status, and legal authorities.
- California law governs how the Agency may make its property available for lease. The Association is requesting a 10-year term with the option for two additional 10-year renewals. The Agency cannot sole-source a lease for a term longer than 10 years and, at the end of the

The Water Resources Agency manages water resources sustainably,
while minimizing impacts from flooding, for present and future generations.

10-year term, it must put the lease renewal out to bid. Conversely, if the Association prefers to negotiate a longer term lease, then the bidding process would occur up front. An advantage of the latter is the longer temporal security the Association may be able to achieve if it's the successful bidder.

- Regarding construction responsibilities and oversight, the Agency would rely upon the County of San Luis Obispo (SLO) for construction standards and inspections as it would be permitted by SLO. Responsibility for preparing a California Environmental Quality Act study would likely fall to the Association, with SLO as the lead agency. Also, federal permits may be required. If the Proposal were to proceed into a permitting phase, the Agency would want to participate in development and review of the design, permitting documents, and the environmental impact analysis. If approved, the Agency will require the entire proposed ramp to be constructed of concrete, not compacted gravel, and we would want improvements in the parking area, including actions to minimize erosion from above the water line and trash and restroom facilities. The Agency would likely require bollards to be constructed on the ramp at the Agency's property line to allow the Agency to secure access to the ramp, if necessary.
- Regarding operation and maintenance of the ramp, the Agency would likely require formulation of an Operations & Maintenance Manual. The Agency would also likely require access codes to gates/locks, access to the Association's video monitoring system, and the ability to inspect the Agency's property. Other requirements could likely include reporting of compliance issues or critical/hazardous incidents, insurance coverage, and provisions that prohibit unlawful or dangerous behavior. Compliance requirements would include a range of sanctions, including financial penalties, termination of the lease, and removal of the ramp at Association expense.
- Town Creek residents currently hold a number of boat dock licenses. What is the fate of these? Is the Proposal a replacement to the boat docks or a supplement? Who would have access to the ramp? Please offer more specificity regarding "Community Engagement", especially as it relates to hosted events.
- Regarding mussel prevention, the Agency would provide the standards to be met as part of the lease, much like what is in place now. Those standards would be subject to annual renewal as procedures and conditions will likely evolve as the Agency works with SLO and the state. We would also require reporting from the Association regarding its participation in, or performance of, mussel prevention trainings. Also, what is the status of the Association's resident boat program?

The Agency appreciates the opportunity to work more closely with the Town Creek community. Our fiduciary responsibility requires careful consideration of the Proposal. If the Association decides

to move forward with the Proposal, the Agency will draft a letter agreement laying out the procedural steps necessary to process the Proposal for the Association's consideration.

A condition precedent will be agreement by the Association to cover all Agency expenses related to the processing of this Proposal and monitoring of any potential agreement in the future. These costs could exceed the annual lease amount now paid to access the Agency's property. To proceed, an initial deposit of five thousand dollars (\$5,000) will need to be made, from which the Agency will draw to cover initial application costs to prepare the letter agreement, which would include estimated timeframes, processing costs, and other terms and conditions.

If you should have any questions, please feel free to contact me directly.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Ara Azhderian', is written over a light blue oval background.

Ara Azhderian