



GRANADA COMMUNITY SERVICES DISTRICT

AGENDA

BOARD OF DIRECTORS

SPECIAL MEETING at 6:30 p.m.

REGULAR MEETING at 7:30 p.m.

Thursday, October 19, 2017

CALL SPECIAL MEETING TO ORDER AT 6:30 p.m. District Office Meeting Room,
504 Avenue Alhambra, 3rd Floor, El Granada

ROLL CALL

Directors:	President:	Jim Blanchard
	Vice-President:	Leonard Woren
	Director:	Matthew Clark
	Director:	Barbara Dye
	Director:	David Seaton
Staff:	General Manager:	Chuck Duffy
	Legal Counsel:	Jonathan Wittwer
	Assistant Manager:	Delia Comito

The Board has the right to take action on any of the items listed on the Agenda. The Board reserves the right to change the order of the agenda items, to postpone agenda items to a later date or to table items indefinitely.

GENERAL PUBLIC PARTICIPATION

Communications from the public and members of the District Board and District Staff concerning matters not on the agenda. Speakers are limited to 3 minutes each.

ADJOURN TO CLOSED SESSION

1. Conference with Real Property Negotiator (Government Code Section 54956.8).

District's Negotiator: Chuck Duffy.

Negotiating parties: Half Moon Bay Fire Protection District and Granada Community Services District.

Property under negotiation: Vacant Land with no address located at Obispo Road and Avenue Portola, El Granada, California. (APN 047-261-030)

Under negotiation: Instruction to negotiator will concern price and terms.

2. Conference with Legal Counsel – Existing Litigation (Gov. Code Section §54956.9(d)(1)).

City of Half Moon Bay v. Granada Community Services District and Montara Water and Sanitary District (RPI, Sewer Authority Mid-Coastside) - San Mateo Superior Court Case No. 17CIV03092

RECONVENE TO OPEN SESSION

Report final Board action, if any, from Closed Session.

ADJOURN SPECIAL MEETING

CALL REGULAR MEETING TO ORDER AT 7:30 p.m.

ROLL CALL

GENERAL PUBLIC PARTICIPATION

Communications from the public and members of the District Board and District Staff concerning matters not on the agenda. Speakers are limited to 3 minutes each.

ACTION AGENDA

1. **Consideration of Committee Recommendations Regarding the Natural Resources Management Plan and other Possible Projects on the Burnham Strip Parcel.**
Recommendation: To be made by Board
2. **Approval of Parks and Recreation Property Tax Transfer Agreement with the City of Half Moon Bay.**
Recommendation: Approve the Agreement.
3. **Consideration of County of San Mateo Permit Agreement for Medians and Plazas.**
Recommendation: To be made by Board
4. **Consideration of Amendment to Franchise Agreement with Recology of the Coast for Solid Waste and Recycling Services, Adoption of Schedule of Rate Increases in Fees and Charges Through 2022 Subject to Proposition 218 Process, and Initiation of Proposition 218 Process.**
Recommendation: To be made by the Board.
5. **Consideration of Amendment to GCSD FY 2017-18 Budget for SAM IPS Force Main Repair and Replacement of Segment 1, 2 and 3, and Associated Resolution.**
Recommendation: To be made by the Board.
6. **Consideration of District's Sewer Authority Mid-Coastside Representatives Report.**
Recommendation: To be made by the Board.

CONSENT AGENDA

7. **Approval of September 21, 2017 Meeting Minutes.**
8. **Approval of October Warrants for \$178, 341.65.**
9. **Approval of August 2017 Financial Statements.**
10. **Approval of Assessment District Distribution #4-17/18.**

COMMITTEE REPORTS

11. Report on seminars, conferences, or committee meetings.

INFORMATION CALENDAR

- 12. Attorney's Report. (Wittwer)**
- 13. General Manager's Report. (Duffy)**
- 14. Administrative Staff Report. (Comito)**
- 15. Engineer's Report. (Kennedy Jenks)**
- 16. Future Agenda Items**

ADJOURN REGULAR MEETING

At the conclusion of the September 21, 2017 Meeting:

Last Ordinance adopted: No. 170

Last Resolution adopted: No. 2017-007

This meeting is accessible to people with disabilities. Individuals who require special assistance to participate may request an alternative format of the agenda and packet materials. Notification in advance of the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting and the materials related to it. To request a disability-related modification or accommodation, please contact the District office at (650) 726-7093.

Except for records exempt from disclosure under section 6254 of the Public Records Act, all materials distributed for the discussion or consideration of items on the Agenda are disclosable to the public upon request, and shall be made available without delay or at the time of distribution to the Board. Please contact Delia Comito at (650) 726-7093 to request copies of Agenda materials.

ITEM #1

GRANADA COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

To: Board of Directors
From: Delia Comito, Assistant General Manager
Subject: Consideration of Committee Recommendations Regarding Burnham Strip
Natural Resource Management Plan Projects
Date: October 19, 2017

At the last meeting, the Board reviewed the Natural Resource Management Plan prepared by the Resource Conservation District (RCD), which proposes four separate projects aimed to provide natural vegetation and habitat restoration, and riparian area, storm-water quality, and drainage improvements on the District-owned Burnham Strip property for future park land use. Directors Dye and Woren were appointed to an ad-hoc Burnham Strip Planning Committee to discuss the Plan with RCD staff.

After meeting with RCD staff, the Committee agreed that Project 1: Enhancing Native Plant Populations in Fields 1 and 2, would be a good starting point for Plan implementation, and the RCD has prepared a Scope of Work for vegetation management targeting non-native and invasive plant removal, which is consistent with GCSD's promise in May 2016 to support the Midcoast Community Council's efforts to eradicate jubata grass on the Midcoast. The cost to manage the project is \$5,000, and the cost of the project itself is estimated at \$25,000.

The Committee Members will discuss their recommendations further at the meeting, and RCD Staff will also be present to answer questions from the Board.

Proposal to Granada Community Services District
for
Burnham Strip SOW for Project Planning for Non-Riparian Vegetation Management

Contacts

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Appendix

MOU (Appendix A)
Burnham Strip Natural Resource Management Plan Proposal (Appendix B)
Burnham Strip Natural Resource Management Plan (Appendix C)

Background

As part of Granada Sanitary District's (GSD) application to reorganize into the Granada Community Services District (GCSD) and add parks and recreation services, the Resource Conservation District (RCD) and GSD entered into a Memorandum of Understanding (Appendix A). The districts agreed that resource management may be necessary or desirable to protect or enhance ecosystem function and wildlife habitat, reduce erosion, manage storm water and runoff, protect or enhance water quality, minimize the risk of catastrophic fire, plan for and adapt to climate change, and otherwise protect or improve soil, water, air, wildlife, and other watershed resources. Based on the district's history of partnership towards protection of water quality in local creeks and beaches, their desire to collaborate on resource management and conservation practices on GCSD lands, and the RCD's purpose and mandate in San Mateo County, they agreed that GCSD would consult with the RCD in planning for parks and recreation services to collaboratively identify beneficial projects on lands acquired or operated by GCSD, and budget for the RCD to conduct resource management work on such lands in an ongoing fashion.

The RCD provided GCSD a natural resource management plan (Appendix C) for the 6.2 acre Burnham Strip. The report provided an inventory of natural resources and outlined four

management recommendations. The GCSO expressed an interest in vegetation management outside of the riparian zone was agreed to be a priority project.

Scope of Work

There is roughly 4 acres of the Burnham strip, not including the riparian area, that could benefit from vegetation management. The proposed work would be within Field 1, Field 2 and parts of the compacted area (Figure 1). Vegetation management would include removal of targeted weedy species, timed mowing to reduce weed cover and revegetation of natives by seeding to decrease weed cover.

The total proposed cost to plan for a vegetation management project in the non-riparian area of Burnham Strip is \$5,000. The RCD will invoice GCSO on a time and materials basis.

Task 1-Project Planning

Project planning will result in a more detailed scope of work for project design and implementation, including cost estimates for the initial implementation—targeted at \$25,000. Costs for planning includes, but not limited to: staff time to coordinate with contractors on cost estimating design and implementation, staff time to develop project management budget, site visits, invoicing, reporting, coordination with GCSO and others as necessary, and attendance and participation at meetings. The final scope of work for project design and implementation will include estimated costs for project implementation, project design, and project management.

Cost: \$5,000



Figure 1. Map illustrates the site location of the invasive plant removal project on Field 1, Field 2 and parts of the compacted area.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE SAN MATEO COUNTY RESOURCE CONSERVATION DISTRICT
AND GRANADA SANITARY DISTRICT

WHEREAS, upon mutually beneficial discussions between their respective representatives, the Granada Sanitary District is entering into and carrying out this Memorandum of Understanding with the San Mateo County Resource Conservation District in consideration of the Granada Sanitary District's application for Reorganization enabling the provision of parks and recreation services as filed on April 19, 2013.

WHEREAS, the purpose of the San Mateo County Resource Conservation District ("RCD") is to secure the adoption of conservation practices addressing local resource conservation needs including but not limited to soil, water, air, wildlife, recreation, watersheds, and water quality on lands not limited to farm, range, open space, urban development, and woodlands; and

WHEREAS, the Granada Sanitary District ("GSD") has filed an application with the San Mateo County Local Agency Formation Commission ("LAFCo") to reorganize into the Granada Community Services District ("GCSD") and add parks and recreation services; and

WHEREAS, resource management may be necessary or desirable to protect or enhance ecosystem function and wildlife habitat, reduce erosion, manage stormwater and runoff, protect or enhance water quality, minimize the risk of catastrophic fire, plan for and adapt to climate change, and otherwise protect or improve soil, water, air, wildlife, and other watershed resources, and the potential addition of recreational trails and the impacts of recreational use may require mitigation to protect and enhance habitats and other valuable natural resources; and

WHEREAS, the RCD and GSD have a history of partnership towards protection of water quality in local creeks and beaches and now desire to work together cooperatively to engage in appropriate resource management and conservation practices on any parks and recreation lands acquired or operated by the newly formed GCSD; and

WHEREAS, the RCD and GSD believe that by such cooperative efforts the RCD will help enable the GCSD to better accomplish its mission of providing parks and recreation services; and

WHEREAS, the GSD desires to consult with the RCD in planning for parks and recreation services to collaboratively identify beneficial projects on lands (trails, parks, etc.) acquired or operated by the GCSD, and to conduct resource management work on such lands in an ongoing fashion; and

WHEREAS, GSD desires to offset any financial impacts to the RCD from reduction in property taxes due to any future land acquisitions for parks and recreation purposes by the GCSD; and

WHEREAS, it is the joint desire of the RCD and GSD to enter into this Memorandum of Understanding in order to formalize the goals and understandings of both parties;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein, the RCD and GSD agree as follows:

1. The Parties understand and expressly agree that the promises, covenants and conditions of this Agreement shall only become effective upon the recordation of a Certificate of Completion issued by LAFCo for the Reorganization Project of GSD into the GCSD.
2. Before the beginning of each fiscal year, GCSD shall consult with RCD and thereafter vote to establish a resource management or conservation practices budget appropriation for contracting with the RCD to collaboratively identify and develop beneficial projects on lands (trails, parks, etc.) acquired or operated by the GCSD for parks and recreation purposes, and for RCD to conduct appropriate resource management work on said lands for the subject fiscal year.
3. At the beginning of each fiscal year, GCSD shall also consult with RCD and thereafter vote to establish a lump sum payment to RCD to offset any financial impacts to RCD from reductions in property taxes due to GSD acquisitions or activities.

GRANADA SANITARY DISTRICT

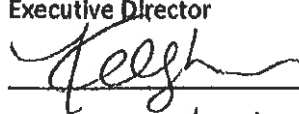
**SAN MATEO COUNTY RESOURCE
CONSERVATION DISTRICT**

Chuck Duffy,
General Manager



Date: 1/9/2014

Kellyx Nelson,
Executive Director



Date: 12/19/2013

ATTEST: Jim Blanchard, Secretary



Granada Sanitary District

APPROVED AS TO FORM



Jonathan Wittwer, General Counsel

Date: 1/9/2014

**Proposal to Granada Community Services District
for
Burnham Strip Resource Management Plan**

Contact

Joe Issel, Natural Resources Specialist
San Mateo County Resource Conservation District
joe@sanmateorcd.org
(650) 712 – 7765 x 106

Background

As part of Granada Sanitary District's (GSD) application to reorganize into the Granada Community Services District (GCSD) and add parks and recreation services, the Resource Conservation District (RCD) and GSD entered into a Memorandum of Understanding. The districts agreed that resource management may be necessary or desirable to protect or enhance ecosystem function and wildlife habitat, reduce erosion, manage stormwater and runoff, protect or enhance water quality, minimize the risk of catastrophic fire, plan for and adapt to climate change, and otherwise protect or improve soil, water, air, wildlife, and other watershed resources. Based on the districts' history of partnership towards protection of water quality in local creeks and beaches, their desire to collaborate on resource management and conservation practices on GCSD lands, and the RCD's purpose and mandate in San Mateo County, they agreed that GCSD would consult with the RCD in planning for parks and recreation services to collaboratively identify beneficial projects on lands acquired or operated by GCSD, and budget for the RCD to conduct resource management work on such lands in an ongoing fashion.

Based on conversations between GCSD Assistant General Manager Delia Comito and RCD staff, including a site visit to the Burnham Strip property, the RCD proposes to develop a resource management plan for the Strip that focuses on vegetation management, stormwater management, and riparian habitat improvements. Vegetation management would reduce the amount of invasive non-native plants and increase the amount of native plants to improve wildlife habitat. Stormwater management and riparian habitat improvements in drainage features and the Unnamed Creek at the south end of the site would improve drainage, water quality, and habitat on the Strip.

This proposal describes the process the RCD would take to develop a resource management plan, implement any or all components of the plan that are desired by GCSD, and monitor and maintain the improvements. We are aware that GCSD has initiated a community planning process to develop a vision for the Burnham Strip property, and that any proposed resource management actions should not inhibit potential future recreational or other uses of the property.

Benefits of Proposed Actions

Development and implementation of the proposed resource management plan would result in:

- Decreased population and coverage of invasive and non-native plant species
- Increased in the population and competitiveness of native plant species
- Improved water quality on and off the property
- Improved wildlife habitat within the grassland, riparian corridor and shoreline

Specific, measurable metrics for these objectives would be developed as part of resource management planning.

Our Approach

The Burnham strip is primarily comprised of non-native invasive mixed coastal grassland vegetation and a limited amount of native plant species commonly found in Coastal San Mateo County. Non-native vegetation is widespread in both the grassland and riparian area. Non-native plants in the riparian area both displace native species and threaten the collapse of riparian vegetation critical to maintaining the characteristic microclimates essential for native wildlife habitat.

We recommend an initial removal of non-native plants, repeat removal treatments over a three to five year period, and limited revegetation with native species. Removal of non-native plant species will reduce competition for native plant species and promote natural recruitment of desirable native plant species. Seeding with native plants and/ or planting some mature native plants may be necessary to prevent repopulation of invasive non-natives.

Our proposed approach to vegetation management would likely include 1) removing non-native plant species using a number of different methods which will be evaluated during the design development and review phase; 2) winterizing the disturbed areas to prevent soil erosion; 3) establishing a project boundary to control future encroachment of non-native plant species; 4) revegetation with native plant species; and 5) monitoring and maintaining the project area to achieve success criteria.

Clearing of non-native plant species removes immediate competition of natural recruitment of native plant species by allowing the native plant seedbank to recolonize bare areas and for existing native plants to repopulate. The direct establishment of native plants will increase the pace of native plant recovery, the overall percent cover of native plants, and reduce the ability of non-native invasives to recolonize. Establishing a clear project boundary will give the RCD subcontractors the ability to design a project which will have long lasting impacts which meet GCSO goals and objectives. Monitoring the site over the long term will ensure that restoration efforts are successful and protect GCSO's investment.

Resource management at the Burnham Strip also presents a unique opportunity for the improvement of stormwater quality. The drainage ditches between Obispo Road, Highway 1 and Pillar Point Harbor Boulevard, Unnamed Creek and the area of compacted exposed soil have inefficient and unmaintained water transport and treatment capabilities. In addition, Unnamed Creek is stagnant due to flow barriers, a vector for mosquitos, and has deteriorated into poor habitat value.

We recommend improvements to the stormwater drainage features and to Unnamed Creek, which would benefit water quality that flows through the property as well as water entering Surfer's Beach from GCSO property. This would also build upon the current partnership of the RCD and GCSO to monitor the outflow of the creek at Surfer's Beach as part of its First Flush Water Quality Monitoring Program, which provides data on specific pollutants and their levels.

Our proposed approach to stormwater management and riparian improvements would likely include: 1) re-grading drainage ditches between Obispo Road, Highway 1 and Pillar Point Harbor Boulevard to handle stormwater flows and increase infiltration; 2) revegetating drainage ditches with native plant species equipped to handle high flows and filter water; 3) removing flow obstructions in Unnamed Creek; 4) removing non-native plant species along the Unnamed Creek corridor; 5) grading the area of compacted exposed soil; and 6) constructing filter strips in the area of compacted exposed soil and establishing a drainage system.

Resource management on the Burnham Strip could be substantially enhanced by partnership with adjacent landowners, including Caltrans. The RCD has a long history of working in partnership with Caltrans and across land ownerships and can reach out to Caltrans and other adjacent landowners if that is desirable to GCSO.

Scope of Work and Budget

There are approximately 3 acres of mixed vegetation comprised of both non-native and native plant species that could benefit from this management plan, and roughly 2 acres of existing riparian habitat that could be improved to benefit water quality. Final project area boundaries

will be established collaboratively with GCSD and in support of GCSD's vision through the resource management planning process.

The tasks described below outline steps to develop a resource management plan. Depending on the recommended actions of the resource management plan and which of those actions, if any, GCSD chooses to undertake, future tasks might include: engineered design work, securing necessary permits, implementation of improvements, and monitoring and maintaining improvements based on the success criteria developed in the resource management plan. These future tasks would restore the Burnham Strip to a more natural, environmentally friendly and aesthetically pleasing resource for the community of El Granada and Coastal San Mateo County.

The total proposed cost to develop a Resource Management Plan is \$15,000. The RCD will invoice GCSD on a time and materials basis.

Task 1 – Project Management

This includes all aspects of project management, including but not limited to: work to date identifying GCSD's resource management needs and priorities, a site visit, and preparation of this proposal; development and oversight of project budget; subcontracting as needed, invoicing, reporting, coordination with GCSD and others as necessary, and attendance and participation at meetings.

Cost: \$5,000

Task 2 – Develop Resource Management Plan

In close collaboration with GCSD, the RCD will develop a Resource Management Plan for the Burnham Strip that includes a resource assessment, established metrics and specific prescriptions for vegetation improvements, and conceptual recommendations for drainage improvements that may lay the groundwork for future designs and permitting. Upon completion of the resource assessment, the RCD and the GCSD Board of Directors will determine if the RCD should continue work on the remainder of the plan. Work will include topographic surveys, a detailed site assessment and inventory, and consultation with a hydrologic engineer. The Resource Management Plan will include a report and map.

Cost: \$10,000

NATURAL RESOURCES MANAGEMENT PLAN
GRANADA COMMUNITY SERVICES DISTRICT
BURNHAM STRIP PROPERTY



Prepared for Granada Community Services District

Prepared by San Mateo County Resource Conservation District
4/18/2017

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SECTION 1: INTRODUCTION

1.1. PURPOSE OF NATURAL RESOURCE MANAGEMENT PLAN

The purpose of this Natural Resource Management Plan (NRMP) for Burnham Strip is to provide Granada Community Services District (GCSD) and the San Mateo Resource Conservation District (RCD) with an inventory of natural resources and recommended steps to protect and enhance natural resource values. This initial version of the NRMP focuses on vegetation and stormwater management. Section 2 of this report includes an overview of vegetation composition and recommended strategies to increase native plant populations and diversity. Section 3 includes an overview of stormwater and riparian drainages and recommended strategies to improve water quality and riparian habitat. Section 4 includes management recommendations outlined in 4 projects which focus on increasing native plant populations and improving water quality.

1.1.1 BACKGROUND

In 1978 the Montara-Moss Beach-El Granada Community Plan established the guiding principles for this land by designating it as a community park, thus rezoning as “*Community Open Space Conservation.*” The rezoning of the property allowed for potential future developments like a community center, interpretive center, library, temporary outdoor performing arts center, urban roadside stands, park, public restrooms, showers and the realignment of the Highway 1. The Burnham Strip Committee of Midcoast Park Lands is dedicated to the preservation of the Burnham Strip for future public use, as it was designated in the 1978 Plan. The property is currently used as public open space, owned and managed by GCSD. This NRMP will serve as an inventory of existing resources and a guide for management to achieve natural resource conservation goals, while not inhibiting potential public uses on the site in the future.

Recent developments on the site includes a 200,000-gallon underground wet weather flow management system constructed in August 2012 through a partnership with GCSD and Montara Water and Sanitary District. The system acts as a buffer during wet weather events, accepting higher-than-average sewage flow routing to the Sewer Authority Mid-Coastside plant in Half Moon Bay. As vegetation regrows over the underground wet weather flow management system, GCSD is interested in enhancing the native plant community and reducing the non-native plant population on this community open space.

1.1.2 GENERAL PROPERTY DESCRIPTION

The Burnham Strip is a long and narrow 6.2-acre property that is located northeast of and adjacent to Highway 1 in El Granada, CA (Figure 1 and 2). The property is bordered along the entire southwestern boundary by the Caltrans right of way for Highway 1 and a mix of residential and commercial properties on all other sides. The Burnham Strip property is currently open space with three distinct drainage features running across the property generally north to south. The property has a distinct bare compacted area with little to no vegetation that is currently being used as an informal parking area accessible by Highway 1. The property also has an underground wet weather overflow sewage management system.

Burnham Strip Natural Resource Management Plan

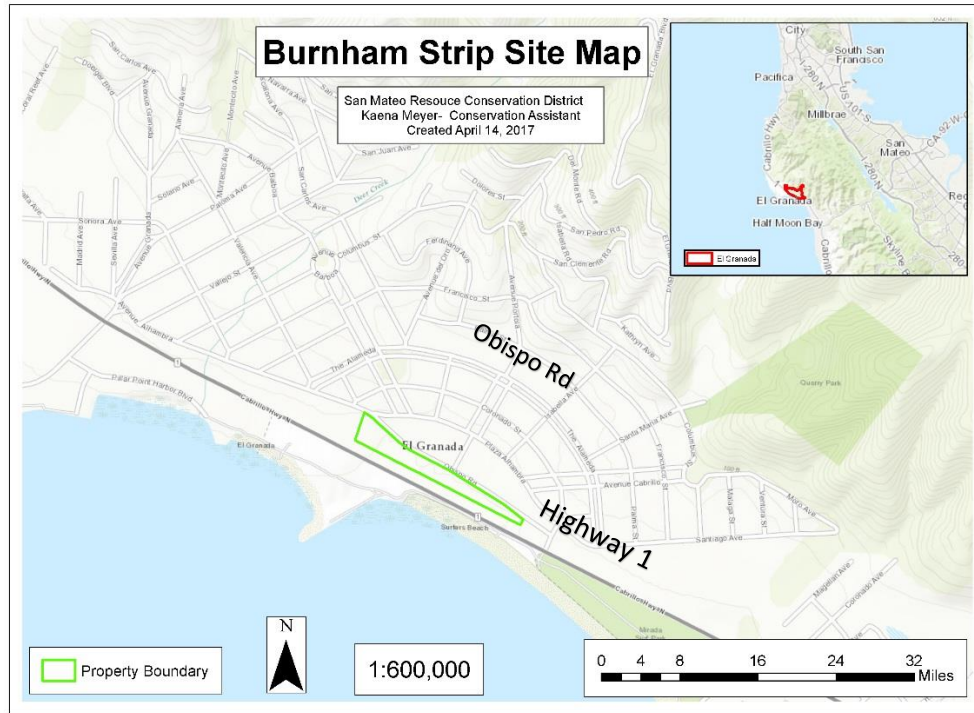


Figure 1: Map illustration of property boundary located in El Granada, Ca.

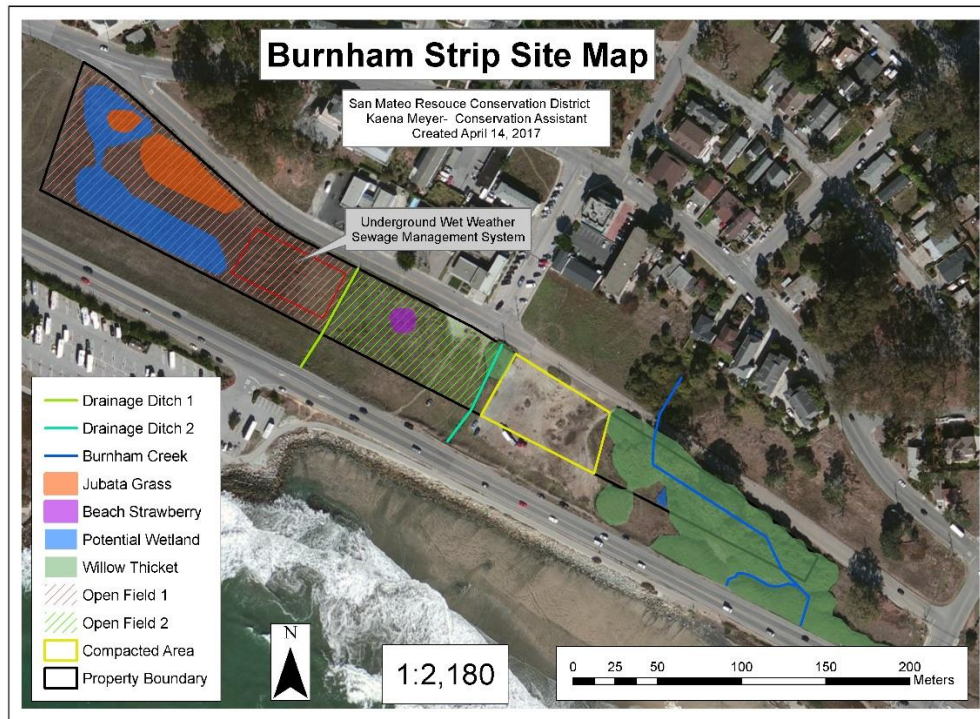


Figure 2: Map illustration of vegetation communities identified on the Burnham Strip property.

SECTION 2: VEGETATION COMMUNITY

2.1. VEGETATION COMPOSITION

RCD staff conducted field visits in the fall of 2016 and documented the location and composition of vegetation. For surveying purposes, the property was partitioned into six sections based on land features: starting from the north and working south are the open field 1, drainage ditch 1, open field 2, drainage ditch 2, compacted area, and Burnham Creek (See Figure 2).

The character of the mixed vegetation landscape on the site including coverage, density, and biomass as well as identifying native and non-native plant species and characterizing existing. The survey provides a basis for vegetation management recommendations.

2.2. FIELD SURVEY OBSERVATION

RCD staff observed 92 different plant species on the Burnham Strip property. A list of the 92 species observed is provided with this report as Appendix A. These were grouped into three categories: native, non-native (not recommended for removal), and non-native (recommended for removal). Of the species identified there are 28 native plant species (30%), 49 non-native plant species (not recommended for removal) (53%), and 15 non-native plant species (recommended for removal)(17%). Plants recommended for removal are invasive species that pose a particular threat to the native plant community and are a priority for population control efforts. Native plant species that were found on the site include arroyo willow (*Salix lasiolepis*), giant horsetail (*Equisetum telmateia ssp. Braunii*), coyote brush (*Baccharis pilularis*), and beach strawberry (*Fragaria chiloensis*).

Plant Group Categories	% of total species
Native	30
Non-Native (not recommended for removal)	53
Non-Native (recommended for removal)	17

2.2.1 Plant Coverage

The herbaceous layer across the property was dominated by non-native plant species including annual and perennial grasses, bristly ox tongue (*Helminthotheca echioides*), mallow (*Malva spp*), and wild geranium (*Geranium dissectum*). Small populations of native herbaceous plant species were also observed throughout. The woody understory on the property is comprised primarily of native arroyo willows (*Salix lasiolepis*) and plume acacia (*Albizia lophantha*).

Burnham Strip Natural Resource Management Plan

Open Field 1

This open field was disturbed by the recent installation of the 200,000-gallon underground wet weather flow management system in 2012. The dominant herbaceous layer in this area is composed of jubata grass (*Cortaderia jubata*), cheeseweed/little mallow (*Malva parviflora*), bristly ox-tongue (*Helminthotheca echioides*), wild geranium (*Geranium dissectum*), and perennial grasses. There is a depression in the north-east section of this field which holds standing water during and after significant rain events. Near the lower depression of this section were hydrophytic plant species such as spreading rush (*Juncus patens*), brownhead rush (*Juncus phaeocephalus* var. *phaeocephalus*), and common three-square bulrush (*Schoenoplectus pungens* var. *longispicatus*). Hydrophytic plants are plant species that adapt and thrive in a more wetted environment. These plants play an important role as wetland indicators. Plant species categorized under non-native (recommend for removal) in this section are the himalayan blackberry (*Rubus armeniacus*) and the jubata grass (*Cortaderia jubata*).



Figure 3.0: View facing west toward open field 1 looking at potential wetland habitat and a large cluster of Jubata grass in the northeast end.



Figure 3.1: View facing west toward open field 1 looking at potential wetland habitat and a large cluster of Jubata grass in the northeast end.

Burnham Strip Natural Resource Management Plan

Drainage Ditch 1

This is the northern most and narrowest drainage feature on the property. Urban runoff discharges into this ditch through a road culvert from developed properties above. The ditch crosses the Burnham Strip property onto Caltrans property, enters a culvert running under Highway 1 and empties into the ocean. The dominate plant species found in this section are annual grasses, bristly ox-tongue (*Helminthotheca echioides*), and bermuda buttercup (*Oxalis pes-caprae*). The plant species categorized under non-native (recommend for removal) in this section is bristly ox-tongue (*Helminthotheca echioides*).



Figure 4.0: View facing north toward residential neighborhood of Ditch 1.



Figure 4.1: View facing southwest toward beach of Ditch 1.

Burnham Strip Natural Resource Management Plan

Open Field 2

Segments in this field show some compaction from the installation of the underground wet weather flow management system from Open Field 1. RCD staff observed dominant plant species of annual grasses, bristly ox-tongue (*Helminthotheca echioides*), and bermuda buttercup (*Oxalis pes-caprae*). The plant species categorized under non-native (recommend for removal) in this section is Bristly Ox-Tongue (*Helminthotheca echioides*). Native beach Strawberry (*Fragaria chiloensis*) was found only in this section.



Figure 5.0: View facing southwest toward beach of Open field 2

Burnham Strip Natural Resource Management Plan

Drainage Ditch 2

As with Ditch 1, urban runoff discharges into this relatively wide (compared with Ditch 1) ditch through a road culvert from residents above. The ditch continues onto Caltrans property, enters a culvert running under Highway 1 and empties into Surfers Beach. The dense and dominant plant species identified in this section are annual grasses and arroyo willows (*Salix lasiolepis*). Plant species categorized under non-native (immediate attention) in this section are Plum Acacia (*Albizia lophantha*) and Late Cotoneaster (*Cotoneaster lacteus*).



Figure 6.0: View facing north toward willow thicket and other plant species.



Figure 6.1: View facing southwest toward beach of willow thicket.

Burnham Strip Natural Resource Management Plan

Compacted Area

The compacted area has been used in the past as a construction staging area and is currently used as an informal parking area for nearby Surfer's Beach. It is undetermined what future use will be for this area. With compacted soils and ongoing disturbance by vehicles, vegetation cover and plant species diversity in the area are limited. Dominant species identified were perennial and annual grasses. The plant species categorized under non-native (recommended for removal) in this section is Italian thistle (*Carduus pycnocephalus ssp. pycnocephalus*).



Figure 7.0: View facing northwest of the compacted area.



Figure 7.1: View facing southwest of the compacted area.

Burnham Strip Natural Resource Management Plan

Burnham Creek:

This riparian area is approximately 250-meters long, meanders through the south end of the property, and drains to the beach through a road culvert under highway 1. This area has a dominant woody understory of native arroyo willows but in some areas overtopped by Blue Gum Eucalyptus (*Eucalyptus globulus*). The dominant herbaceous understory consists of non-native annual grasses. This riparian area has a significant number of non-native plant species that are recommended for removal such as Blue Gum Eucalyptus (*Eucalyptus globulus*), English Ivy (*Hedera helix*)

, Cape Ivy (*Delairea odorata*), and Poison Hemlock (*Conium maculatum*). These non-native plant species tend to have a competitive edge over native plant species in nutrient and moisture rich areas compared with native plant species that tend to be adapted for poor nutrient conditions. Native hydrophytic plant species observed in the willow thicket understory include Tall Flatsedge (*Cyperus eragrostis*), Small-fruited Bulrush (*Scirpus microcarpus*), Common Three-Square Bulrush (*Schoenoplectus pungens* var. *longispicatus*), and Brown Bog Rush (*Juncus hesperius*).



Figure 8.0: View facing southeast viewing willow thicket and other woody plant species.



Figure 8.1: View facing southeast showing a cluster of coast rushes.

SECTION 3: HYDROLOGIC CHARACTERISTICS

The Burnham Strip has three distinct drainage features that are influenced by several key factors, including stormwater runoff, topography and morphology, and plant cover (Figure 9.0-9.2). The dominant hydrological feature in the vicinity is the Burnham Creek on the southeast end of the property. The other two hydrological features on the property are drainage ditches which receive stormwater runoff from the upslope residential area. These are ephemeral water features that stop flowing for a period of time during the dry season.



Figure 9.0: View facing southeast toward Drainage Ditch 1



Figure 9.1: View facing southwest toward Drainage Ditch 2.



Figure 9.2: View facing southeast of Burnham creek.

Stormwater runoff from the adjacent residential neighborhood discharges into Burnham Strip via two open ditches that run across the property and onto Caltrans property. The straight and narrow open drainage ditches are roughly 65 meters in length and empty into culverts running under Highway 1 that immediately discharge to the ocean. Both drainage ditches display partial to no riparian vegetation.

The Burnham Creek is roughly 250 meters in length that meanders and branches toward the south end near Highway 1 as shown on the map. The northern section of the branch empties into a culvert running under Highway 1 that discharges into the ocean. The southern section of the branch was observed to act more like an overflow ditch during high flows. As mentioned above, during the dry season a section of the creek near Obispo Road exhibits a pool bed of still water that could potentially harbor unwanted insects and poor water quality.

The RCD participates in an annual water quality sampling event called First Flush that tests for urban pollutants that are washed down during the first winter rainstorm of the season. Two of the drainage features on the property are sampling sites for this event: Drainage Ditch 2 and the Burnham Creek. The sampling sites are located at the outfall of the Burnham Creek across Highway 1 at Surfers Beach and at the metal culvert inlet of Drainage Ditch 2 on the property side of Highway 1.

Burnham Strip Natural Resource Management Plan

The October 14, 2016 First Flush event found that the two sampling sites exceeded the water quality objectives for bacteria, metals, and nutrients. As reported in the National Water Quality Inventory 1996 Report to Congress (US EPA, 1998), urban runoff was one of five leading source of pollutants causing water quality impairment related to human activities in ocean shoreline waters and the second leading cause in estuaries across the nation.

Best Management Practices for stormwater can be implemented at each of the three water features on the property to reduce the likelihood of pollutants entering the ocean at Surfer's Beach.

SECTION 4: MANAGEMENT PLAN

The assessments in section 2 and 3 provide background information used to develop management recommendations for the Burnham Strip property. The projects identified in this section provide a management framework to provide the following benefits: a) increased native plant populations and reduced non-native plant populations, b) improvements in habitat for native wildlife, c) improved water quality on and off the property and d) improved soil health and carbon sequestration capacity. Described below are four projects that would make a significant impact on achieving these benefits. Rough cost estimates are provided for each project. However, these estimates depend largely on the scope and breadth of work GCSD wishes to pursue. Cost savings can be achieved by implementing some projects at the same time.

1. Enhancing Native Plant Populations in Field 1 and 2
2. Stormwater Quality Improvement in Drainage Ditch 1 and 2
3. Riparian Area Enhancement
4. Compacted Area Rehabilitation

PROJECT 1: ENHANCING NATIVE PLANT POPULATIONS IN FIELDS 1 AND 2

Project Summary

The purpose of this project is to enhance the native plant communities on Fields 1 and 2. The project will result in a) a reduction of non-native plant species, b) an increase in native plant populations and diversity and c) enhanced habitat for wildlife. Non-native plant species will be removed and native plant species will be planted using one or more techniques described below. Project implementation will happen in three sections of the property: Open Field 1, Open Field 2, and Riparian Area. RCD will work with GCSD to further develop the best option for this project.

Project Location

The Invasive Plant Removal project site is located on Field 1 and Field 2 in the 6.2 acre Burnham Strip parcel located along highway 1 approximately 3.7 mile north of Half Moon Bay (see figure 10).

Project Scope

The RCD will work with GCSD to finalize the scope of work for this project, including cost estimate and project timeline. Depending on the scope of the project that GCSD chooses, we estimate that this will cost as little as \$18,000 and as much as \$60,000.

Burnham Strip Natural Resource Management Plan

Typical methods used for invasive plant removal are mechanical, chemical, and biological. Most successful revegetation projects employ a combination of one or more of these options.

Mechanical control uses physical removal such as hand pulling and digging, suffocation/solarization, and cutting/mowing. If desired by GCSD, this method can incorporate volunteer opportunities to inspire community involvement. Purely mechanical removal can take much longer, be more costly (even with volunteers) and is less effective with some plant types that are located on this site.

Chemical control uses herbicides to kill plants and inhibit regrowth. Herbicides are among the most effective and resource-efficient tools to treat invasive plant species. It is essential to follow all established protocols and BMPs and use a certified professional to ensure no impacts to waterways or wildlife. Treatments usually take multiple years for non-native plant removal and revegetation's, but can often be done faster and with less disturbance with the use of chemical treatments.

Biological control (biocontrol) uses natural enemies like native insects, exotic organisms (diseases, insects, or wildlife), and prescribed grazing to restore natural controls and reduce dominance of invasive plants within the plant community. This method could be an opportunity for a grazing management plan. Grazing could bring the competitive invasive plant species to a disadvantage. Goat herds are used locally for this purpose.

Native plant population enhancement will require planting and maintenance of the site based on a revegetation plan. The direction of the revegetation plan will depend on the method(s) of non-native plant removal. Replanting native plant species will help build soil health and the native plant community on the property. Replanting can include seeding native perennial grasses as cover crops to enhance soil health, hand-planting native plant species, and allowing native plant species to grow in naturally.

RCD, with approval from GCSD, will reach out to Caltrans to address invasive plant vectors from their property between the fields and highway 1. Otherwise the Caltrans site will provide a source of non-native seeds which will continuously deposit on the Burnham Strip fields.

Benefits

The purpose of managing invasive plant communities and plating natives is to protect, reestablish and/or maintain the desired plant community. Successful restoration of native plant cover in these fields will enhance ecosystem functions by preventing against reinvasion of non-native plants, improving soil health and carbon sequestration capacity. The increase in native plant populations and diversity will also benefit wildlife habitat on the property.

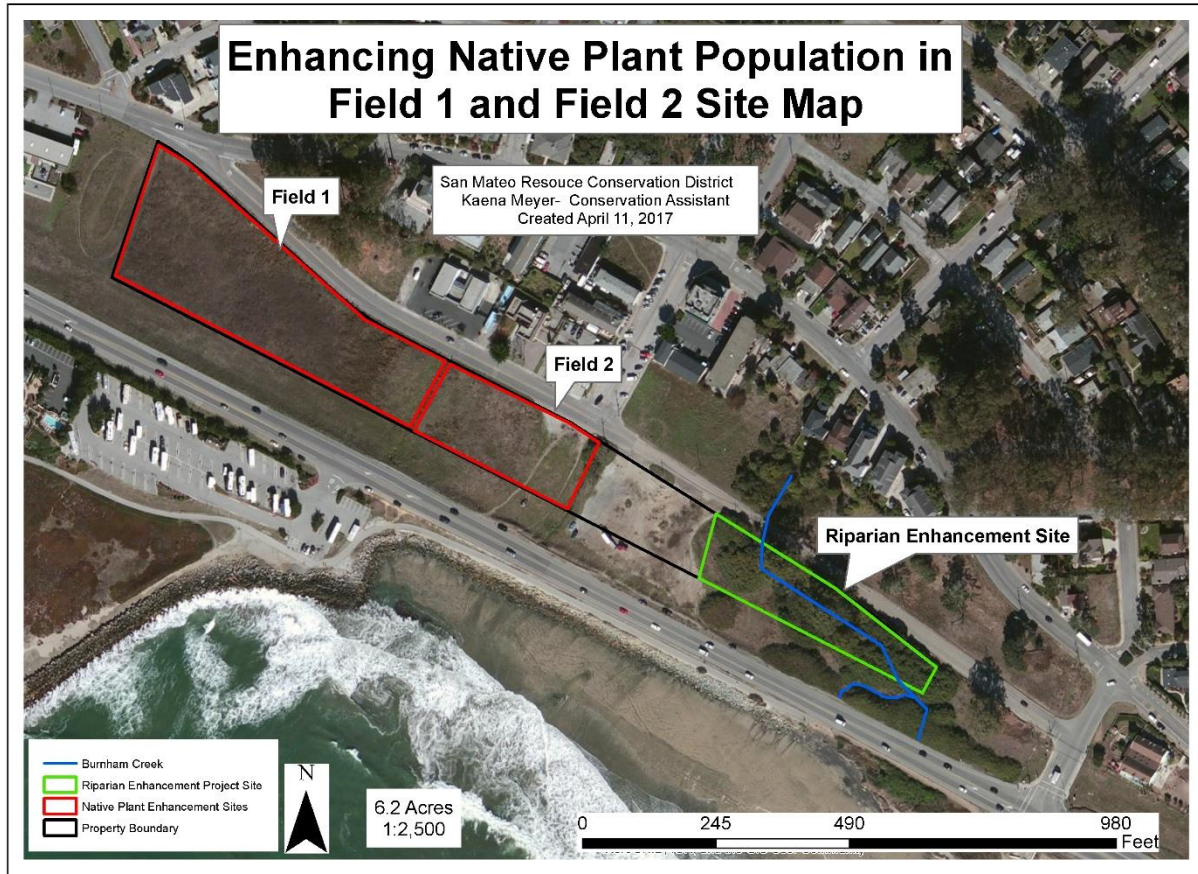


Figure 10.0 Map illustrates the site location of the invasive plant removal project on Field 1 and 2.

PROJECT 2: STORMWATER QUALITY IMPROVEMENT IN DRAINAGE DITCHES 1 AND 2

PROJECT SUMMARY

The purpose of this project is to treat stormwater runoff and improve quality on the property and entering the ocean. The project will reshape drainage ditch 1 and drainage ditch 2 into ecologically functioning hydrological features which will help remove pollutants from surface runoff before draining to Surfers Beach. Reshaping the drainage ditches and vegetating the surface of the ditch will slow, spread and sink stormwater allowing for increased filtration and treatment. Reshaping will involve grading work using heavy equipment.

Project Locations

The drainage ditch enhancement project site is located on the 6.2 acre Burnham strip parcel located along highway 1 approximately 3.7 miles north of Half Moon Bay. Both ditches just adjacent to the compacted area (see figure 11).

Project Scope

The RCD will work with GCSD to finalize the scope of work for this project, including cost estimate and project timeline. Depending on the scope of the project that GCSD chooses, we estimate that this will cost as little as \$35,000 and as much as \$80,000.

Bioswales are storm water runoff conveyance systems that provide an alternative to storm sewers. They can absorb low flows or carry runoff from heavy rains to storm sewer inlets or directly to surface waters. Bioswales improve water quality by infiltrating the first flush of storm water runoff and filtering the large storm flows they convey

Rain gardens are slight depressions in the land to help collect and infiltrate stormwater into the ground. They are vegetated with plants that can withstand moisture regimes ranging from flooded to dry. Rain garden components can be incorporated into bioswale designs.

This project would benefit from coordination with Caltrans. With approval from GCSD, the RCD will reach out to Caltrans about the potential to work on their property to maximize the benefits provided by the stormwater management practices.

Benefits

Successful reshaping and revegetation of the drainage ditches will treat stormwater runoff, removing pollutants and improve water quality in the Surfers Beach area. Bioswales and raingarden features will also increase groundwater infiltration rates. The RCD conducts water quality testing in the project area and as part of this project can work towards designing stormwater management practices to reduce target pollutants.

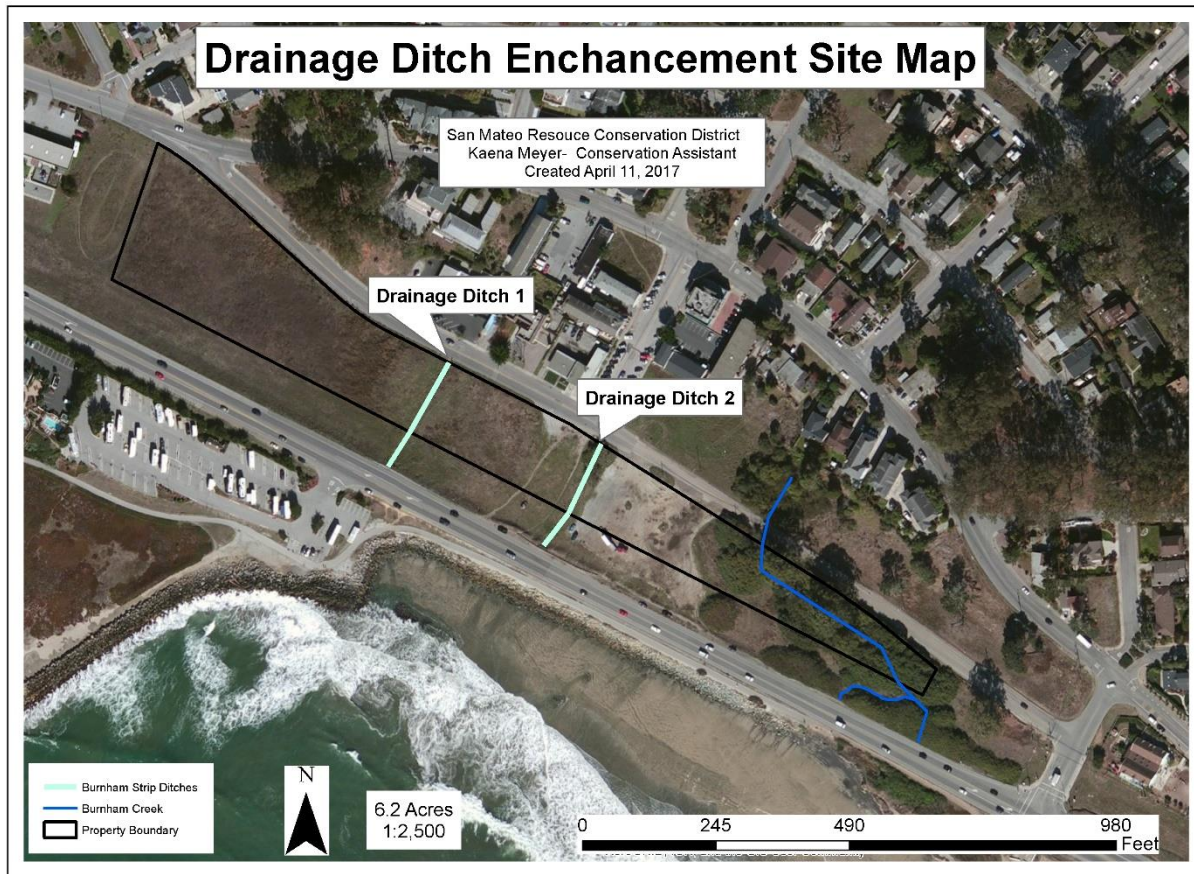


Figure 11.0 Map illustrates the location of the two-drainage ditch enhancement project.

PROJECT 3: RIPARIAN AREA ENHANCEMENT

Project Summary

The purpose of this project is to maintain and improve the ecological functions of the existing riparian habitat, i.e. the areas adjacent to the creek. This project will a) reduce non-native plant populations and increase native plant populations, b) improve soil health and carbon sequestration capacity and c) protect and improve wildlife habitat in high value riparian areas. Non-native plant species will be removed and native plant species will be planted using one or more techniques described in Project 1, utilizing Best Management Practices for riparian areas. This site also includes several large non-native tree species which represent unique challenges for removal.

Project Location

The riparian enhancement project is located on the 6.2 acre Burnham strip parcel located along highway 1 approximately 3.7 miles north of Half Moon Bay. The project is located on the south end of the long rectangular parcel (see figure 12).

Burnham Strip Natural Resource Management Plan

Project Scope

The RCD will work with GCSD to finalize the scope of work for this project, including cost estimate and project timeline. Depending on the scope of the project that GCSD chooses, we estimate that this will cost as little as \$55,000 and as much as \$120,000.

The proposed project would likely involved invasive plant removal and native plant revegetation as described above, with modifications and best practices for working in the sensitive riparian habitat.

Similar to the two drainage ditches, the riparian area would benefit from minor channel modifications for streamflow improvements, pending more information on the creek's topology and drainage area to further assess benefits from this restoration action. With GCSD permission, the RCD would reach out to Caltrans about the opportunity to maximize the benefits of this project by addressing the riparian impairments on their contiguous property.

Benefits

The purpose of managing invasive plant communities and planting natives is to protect, reestablish and/or maintain the desired plant community. Successful restoration of native plant cover in the riparian area will enhance ecosystem functions by preventing against reinvasion of non-native plants, improving soil health and carbon sequestration capacity and improving water quality and groundwater infiltration rates. The culmination of these benefits will provide better wildlife habitat on this unique part of the property. Like the two drainage ditches, this site provides a rare opportunity to treat stormwater runoff from an urban area before entering to the ocean and a particularly popular recreational beach.

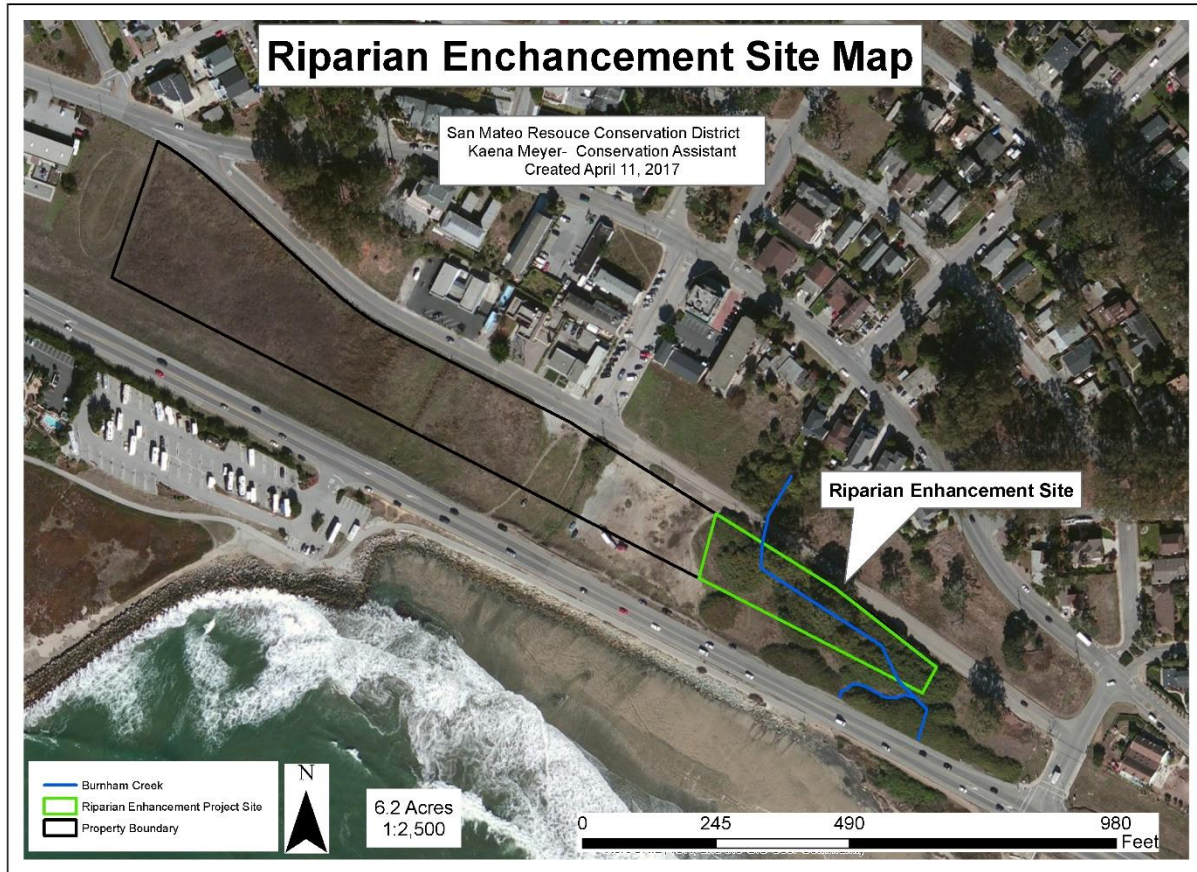


Figure 12.0 Map illustrates the site location for the riparian enhancement project.

PROJECT 4: COMPACTED AREA REHABILITATION

Project Summary

The purpose of this project is to rehabilitate the compacted area to reduce stormwater runoff pollution and improve ecological functioning of the site. The project will revegetate the area, reducing stormwater runoff and erosion and increasing the native plant population, habitat value, soil health and carbon sequestration capacity.

Project Location

The project site is located on the 6.2 acre Burnham strip parcel located along highway 1 approximately 3.7 miles north of Half Moon Bay. The project is located adjacent to Burnham creek (see figure 13).

Burnham Strip Natural Resource Management Plan

Project Scope

The RCD will work with GCSD to finalize the scope of work for this project, including cost estimate and project timeline. Depending on the scope of the project that GCSD chooses, we estimate that this will cost as little as \$18,000 and as much as \$60,000.

Options and approaches for invasive plant removal practices are described elsewhere in this document. To rebuild the soil profile, the compacted area will be tilled and imported topsoil and compost will be incorporated. Revegetation at this site will be based somewhat on the design plan of rebuilding the soil health. Project 1 has examples of native plant revegetation techniques that could be used at this site, however native plant recruitment is not currently an option due to the poor soil conditions.

Benefits

The purpose of rehabilitating the soil health in the compacted area, removing the few non-native plant species and establishing a native plant community is to a) improve stormwater runoff quality, b) reduce non-native and increase native plant populations, c) improve habitat quality in the project area and d) increase soil health and carbon sequestration capacity.

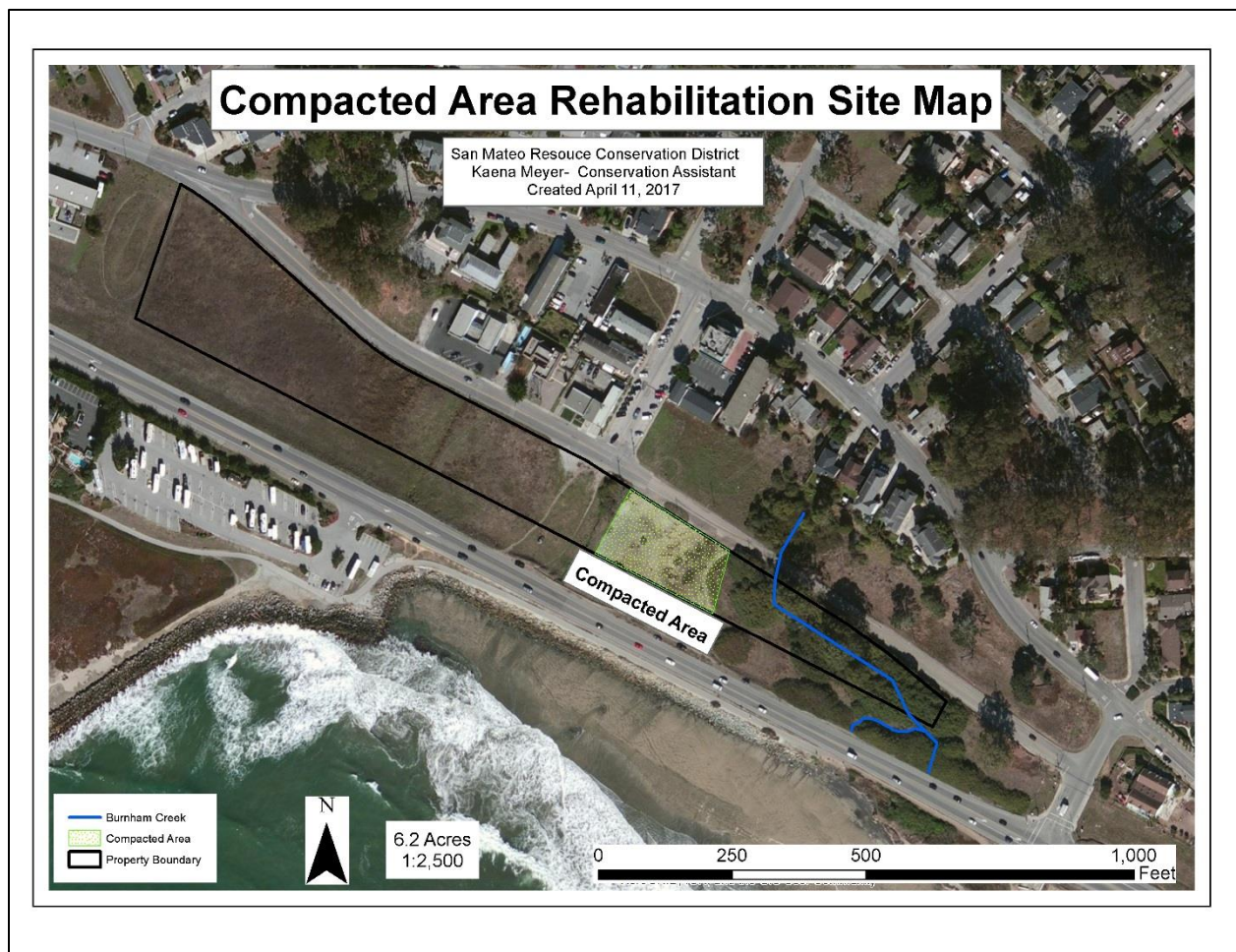


Figure 13.0 Map illustrates site location for compacted area rehabilitation project.

Appendix A

BURNHAM STRIP PLANT LIST

*	Non-Native Plant Species
	Dominate Plant Species

Open Field 1 (Near Preschool)

Scientific Name	Common Name	Coverage	Management
<i>Cortaderia jubata</i> *	Jubata Grass	High	Recommended for Removal
<i>Juncus phaeocephalus</i> <i>var. phaeocephalus</i>	Brownheaded Rush	Medium	Hydrophytic plants (Wetland Indicator)
<i>Geranium dissectum</i> *	Wild Geranium	High	
<i>Helminthotheca echioides</i> *	Bristly Ox-Tongue	High	Recommended for Removal
<i>Poaceae</i> *	Unknown Grasses	High	
<i>Brassica rapa</i> *	Field Mustard	Low	
<i>Baccharis pilularis</i>	Coyote Brush	Low	
<i>Pinus radiata</i>	Monterey Pine	Low	
<i>Mercurialis annua</i> *	Annual Mercury	Low	
<i>Rubus armeniacus</i> *	Himalayan Blackberry	Low	Recommended for Removal
<i>Anagallis arvensis</i> *	Scarlet Pimpernel	Medium	
<i>Schoenoplectus pungens</i> <i>var. longispicatus</i>	Common Three-Square Bulrush	Low	Hydrophytic plants (Wetland Indicator)
<i>Juncus patens</i>	Spreading Rush	Medium	Hydrophytic plants (Wetland Indicator)
<i>Potentilla anserina</i> ssp. <i>pacifica</i>	Pacific Silverweed	Low	Wetland indicator
<i>Festuca californica</i>	California Fescue	Low	
<i>Lotus corniculatus</i> *	Bird's-Foot Trefoil	Low	

Burnham Strip Natural Resource Management Plan

<i>Bromus catharticus</i> *	Rescue Grass	Low	
<i>Malva parviflora</i> *	Cheeseweed/ Little Mallow	High	
<i>Melilotus sp.</i> *	Sweetclover	Medium	

Drainage Ditch 1

Scientific Name	Common Name	Coverage	Management
<i>Helminthotheca echioides</i> *	Bristly Ox- Tongue	High	Recommended for Removal
<i>Poaceae</i> *	Unknown Grasses	High	
<i>Oxalis pes-caprae</i> *	Bermuda Buttercup	High	
<i>Hypochaeris radicata</i> *	Rough Cat's Ear	Low	
<i>Rumex transitorius</i>	Pacific Willow Dock	Low	Wetland indicator

Open Field 2 (Between ditch 1 and ditch 2)

Scientific Name	Common Name	Coverage	Management
<i>Helminthotheca echioides</i> *	Bristly Ox- Tongue	High	Recommended for Removal
<i>Poaceae</i> *	Unknown Grasses	High	
<i>Oxalis pes-caprae</i> *	Bermuda Buttercup	Medium	
<i>Fragaria chiloensis</i>	Beach Strawberry	Low	
<i>Gazania linearis</i> *	Gazania	Low	
<i>Hypochaeris radicata</i> *	Rough Cat's Ear	Low	
<i>Rumex transitorius</i>	Pacific Willow Dock	Low	Wetland indicator

Drainage Ditch 2

Scientific Name	Common Name	Coverage	Management
<i>Poaceae</i> *	Unknown Annual Grasses	High	
<i>Pinus radiata</i>	Monterey Pine	Low	

Burnham Strip Natural Resource Management Plan

<i>Borago officinalis</i> *	Borage	Medium	
<i>Oenothera elata ssp. hookeri</i>	Hooker's Evening Primrose	Medium	
<i>Nasturtium officinale</i>	Water Cress	Low	
<i>Euphorbia peplus</i> *	Petty Spurge	Low	
<i>Artemisia douglasiana</i>	Mugwort	Low	
<i>Cotoneaster lacteus</i> *	Late Cotoneaster	Low	Recommended for Removal
<i>Glebionis coronaria</i> *	Crown Daisy	Low	
<i>Lobularia maritima</i> *	Sweet Alyssum	Low	
<i>Euphorbia helioscopia</i> *	Sun Spurge	Low	
<i>Hirschfeldia incana</i> *	Summer Mustard	Low	
<i>Tropaeolum majus</i> *	Garden Nasturtium	Medium	
<i>Baccharis pilularis</i>	Coyote Brush	Low	
<i>Malva arborea</i> *	Tree Mallow	Medium	
<i>Albizia lophantha</i> *	Plume Acacia	Medium	Recommended for Removal
<i>Salix lasiolepis</i>	Arroyo Willow	High	

Compacted Area

Scientific Name	Common Name	Coverage	Management
<i>Malva parviflora</i> *	Cheeseweed/ Little Mallow	Low	
<i>Hordeum murinum ssp. Leporinum</i> *	Foxtail barley	Low	
<i>Spergula arvensis</i> *	Starwort	Low	
<i>Carduus pycnocephalus ssp. pycnocephalus</i> *	Italian Thistle	Low	Recommended for Removal
<i>Glebionis coronaria</i> *	Crown daisy	Medium	
<i>Poaceae</i> *	Unknown Perennial Grasses	High	

Burnham Strip Natural Resource Management Plan

Burnham Creek

Scientific Name	Common Name	Coverage	Management
<i>Tropaeolum majus</i> *	Garden Nasturtium	Medium	
<i>Medicago polymorpha</i> *	Burclover	Low	
<i>Avena barbata</i> *	Slender Wild Oat	Low	
<i>Geranium dissectum</i> *	Cut-leaved Geranium	Low	
<i>Eucalyptus globulus</i> *	Blue Gum	Low	Recommended for Removal
<i>Festuca perennis</i> *	Rye Grass	Medium	
<i>Cortaderia jubata</i> *	Jubata Grass	Low	Recommended for Removal
<i>Linum bienne</i> *	Pale Flax	Low	
<i>Raphanus sativus</i> *	Wild Radish	Low	
<i>Senecio vulgaris</i> *	Common Groundsel	Low	
<i>Holcus lanatus</i> *	Common Velvet Grass	Medium	
<i>Oxalis pes-caprae</i> *	Bermuda Buttercup	Medium	
<i>Galium aparine</i>	Goose Grass	Low	
<i>Salix lasiolepis</i>	Arroyo willow	High	Wetland indicator
<i>Malva pseudolavatera</i> *	Cornish Mallow	Medium	
<i>Vicia sativa ssp. sativa</i> *	Spring Vetch	Low	
<i>Rumex transitorius</i>	Pacific Willow Dock	Low	Wetland indicator
<i>Albizia lophantha</i> *	Plume Acacia	Medium	Recommended for Removal
<i>Rumex crispus</i> *	Curly Dock	Low	
<i>Plantago coronopus</i> *		Low	
<i>Juncus balticus ssp. ater</i>	Baltic Rush	Low	Wetland indicator
<i>Carpobrotus edulis</i> *	Freeway Iceplant	Low	Recommended for Removal
<i>Erodium moschatum</i> *	Whitestem Filaree	Low	
<i>Conium maculatum</i> *	Poison Hemlock	Low	Recommended for Removal
<i>Poa annua</i> *	Annual Blue Grass	Medium	
<i>Rubus ursinus</i>	California Blackberry	Medium	
<i>Bromus diandrus</i> *	Ripgut brome	Low	
<i>Sonchus oleraceus</i> *	Common sow thistle	Medium	
<i>Symphyotrichum chilense</i>	Pacific aster	Low	

Burnham Strip Natural Resource Management Plan

<i>Malva arborea</i> *	Tree Mallow	Medium	
<i>Delairea odorata</i> *	Cape Ivy	Medium	Recommended for Removal
<i>Cirsium vulgare</i> *	Bull Thistle	Medium	Recommended for Removal
<i>Cardamine oligosperma</i>	Bitter cress	Low	
<i>Hedera helix</i> *	English Ivy	Medium	Recommended for Removal
<i>Plantago lanceolate</i> *	English Plantain	Low	
<i>Cotoneaster pannosus</i> *	Silverleaf Cotoneaster	Low	Recommended for Removal
<i>Equisetum telmateia</i> <i>ssp. braunii</i>	Giant horsetail	Low	Wetland indicator
<i>Persicaria punctata</i>	Water Smartweed	Low	Wetland indicator
<i>Ehrharta erecta</i> *	Erect Veldt Grass/panic Veldt Grass	Low	Recommended for Removal
<i>Echium pininana</i> *	Tower of Jewels	Low	Recommended for Removal
<i>Genista monspessulana</i> *	French broom	Low	Recommended for Removal
<i>Cyperus eragrostis</i>	Tall Flatsedge	Low	Hydrophytic plants (Wetland Indicator)
<i>Agapanthus orientalis</i> *	Lily of the Nile (Garden Plant)	Low	
<i>Chasmanthe floribunda</i> *	African Cornflag	Low	
<i>Geranium core-core</i> *	New Zealand Geranium	Low	
<i>Scirpus microcarpus</i>	Small-fruited Bulrush	Low	Hydrophytic plants (Wetland Indicator)
<i>Baccharis pilularis</i>	Coyote Brush	Medium	
<i>Frangula californica</i>	California Coffee Berry	Low	
<i>Zantedeschia aethiopica</i> *	Calla-Lily	Medium	
<i>Pinus radiata</i>	Monterey Pine	Low	
<i>Taraxacum officinale</i> *	Common Dandelion	Medium	
<i>Scrophularia californica</i>	California Figwort	Low	
<i>Scabiosa</i> *	Pincushion Flower	Low	

Burnham Strip Natural Resource Management Plan

<i>Epilobium ciliatum ssp. watsonii</i>	Watson's willowherb	Low	Wetland indicator
<i>Juncus hesperius</i>	Brown Bog Rush/Coast rush <small>(on Caltrans property)</small>	Low	Hydrophytic plants (Wetland Indicator)
<i>Helminthotheca echioides*</i>	Bristly Ox- Tongue	Medium	Recommended for Removal
<i>Salix sitchensis</i>	Sitka willow (On caltran property)	High	
<i>Schoenoplectus pungens var. longispicatus</i>	Common Three-Square Bulrush	Low	Hydrophytic plants (Wetland Indicator)
<i>Poaceae*</i>	Unknown Perennial Grasses	High	

ITEM #2

GRANADA COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

To: Board of Directors
From: Chuck Duffy, General Manager
Subject: Consideration of Agreement with City of Half Moon Bay for Property Tax Transfer
Date: October 19, 2017

Back in 2014, as part of the process of reorganizing into a Community Services District with Parks and Recreation powers, LAFCO required that the District enter into an agreement with the City of Half Moon Bay for the transfer of a portion of the property tax that the GCSD receives within the area of the district designated as the “Overlap Area”, which is defined as property within the GCSD boundary which is also within City of Half Moon Bay. GCSD provides sewer service to all properties within our boundaries (which includes the northern portion of Half Moon Bay), but only provides parks and recreation services to the properties not in the overlap area. The basic premise of this property tax transfer agreement is to first calculate how much property tax GCSD receives in any given fiscal year, and how much of that comes from the Overlap Area. We then calculate how much GCSD spent on parks and recreation at the end of each fiscal year. Since parks and recreation services are funded through property tax received, and GCSD receives some property tax from residents of Half Moon Bay in the overlap area, we then transfer that percentage spent back to Half Moon Bay. Exhibit A attached to the Agreement illustrates a sample calculation based on real property tax revenues from 2014.

Half Moon Bay approved the agreement in January of 2014. The GCSD Board had the agreement on our January agenda, but the minutes of that meeting do not show any formal approval of the agreement. Therefore, we are requesting approval of the agreement at this time to finalize the required action.

**PARKS AND RECREATION SERVICES
FUNDING AGREEMENT**

This Agreement is made and entered into between the Granada Sanitary District (“GSD”), a sanitary district, and the City of Half Moon Bay (“City”), a municipal corporation, on January 21, 2014.

WHEREAS, the Board of Directors of GSD has determined that it is in the public interest for GSD to reorganize into a community services district under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (the “Reorganization”), to be known as the Granada Community Services District (“GCSD”), for the purposes of providing public recreation facilities and community recreation services under Government Code Subsections 61100(e) and (f). These new services will be in addition to GSD’s existing services for sewage collection, treatment and disposal, and garbage and refuse collection, recycling and disposal under Government Code Subsections 61100(b) and (c); and

WHEREAS, an application initiating the proposed Reorganization has been submitted to the San Mateo County Local Agency Formation Commission (“LAFCO”), and was considered at public hearings before LAFCO on November 20, 2013 and December 18, 2013; and

WHEREAS, on December 18, 2013, LAFCO granted Tentative Approval of the Reorganization subject to specified conditions, including an agreement by GSD to pass through a portion of the property tax revenue collected in the “overlap area”, which is defined as property within the City of Half Moon Bay and also within the GSD boundaries (Overlap Area), for the purpose of park and recreation services; and

WHEREAS, the proposed Reorganization is also subject to a protest hearing before LAFCO, as well as a vote of the electorate pursuant to LAFCO and CSD law should LAFCO give final approval to the proposed Reorganization; and

WHEREAS, the GCSD will continue to provide sewage and garbage disposal services, and will additionally provide parks and recreation services for the unincorporated Midcoast area within the newly formed District’s boundaries, except for parks and recreation and garbage services in the Overlap Area; and

WHEREAS, the GCSD budget for parks and recreation services will, at least initially, be derived from all or a portion of the property tax revenue received by GCSD; and

WHEREAS, in the event that a Certificate of Completion is issued by LAFCO and recorded for the Reorganization of GSD into the GCSD, the parties believe it would be fair and in the best interest of the public, the entities and their respective constituents that a portion of the GCSD’s property tax revenues be allocated to the City.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein, GSD and the City agree as follows. **The Parties understand and expressly agree that the promises, covenants and conditions of this Agreement shall only become effective upon the recordation of a Certificate of Completion issued by LAFCO for the Reorganization of GSD into the GCSD.**

1. Within ninety days after the end of each GCSD fiscal year, the GCSD agrees to provide the City with a lump sum payment of a portion of property tax funds received by GCSD from the Overlap Area for the prior fiscal year, calculated as follows:

Property tax revenue received from the County for property which is located within the Overlap Area for the prior fiscal year;

divided by

Total property tax revenue received from property within the jurisdiction of GCSD (including that portion within the Overlap Area) for the prior fiscal year;

multiplied by

The amount of property tax allocated to parks and recreation, by GCSD for the prior fiscal year.

An example of this calculation is included as Exhibit A to this Agreement, attached and incorporated herein. Funding from other sources (including, but not limited to, grants, user fees, or assessment districts) shall not be included in the calculation of the lump sum to be paid to the City. In all cases, property tax received is defined as all property tax monies actually received by GCSD, net of the amount shifted to the Educational Relief Augmentation Fund by the County of San Mateo.

- 2. The City agrees that any and all payments received pursuant to this agreement shall be used, to the extent feasible, to provide park and recreation services to City residents.

GRANADA SANITARY DISTRICT

CITY OF HALF MOON BAY

Chuck Duffy,
General Manager

Laura Snideman,
City Manager

Date: _____

Date: _____

ATTEST: _____, Secretary

APPROVED AS TO FORM:

Granada Sanitary District

Anthony Condotti, City Attorney

APPROVED AS TO FORM

Date: _____

Jonathan Wittwer, General Counsel

Date: _____

EXHIBIT A

Parks and Recreation Funding Agreement

Example Calculation

Property tax revenue received from the County for property which is located within the jurisdiction of both GCSD and the City for the prior fiscal year \$ 87,360

divided by

Total property tax revenue received from property within the jurisdiction of GCSD (including that portion of GCSD also within the City) for the prior fiscal year \$ 480,000

multiplied by

The amount of property tax allocated to parks and recreation operations by GCSD for the prior fiscal year \$ 200,000

equals

The amount of property tax transfer to the City \$ 36,400



CITY OF HALF MOON BAY CITY COUNCIL

MINUTES

TUESDAY, JANUARY 21, 2014

CONVENE MEETING/ROLL CALL/PLEDGE OF ALLEGIANCE

The City Council meeting convened at 7:10 p.m. at the Ted Adcock Community/Senior Center with Councilmembers Alifano, Fraser, Kowalczyk, Patridge and Mayor Muller present.

PROCLAMATIONS AND PRESENTATIONS

- Proclamation Honoring Eddie Andreini
- HIP Housing Presentation
- Homeless Team Outreach Presentation

MAYOR'S ANNOUNCEMENTS OF COMMUNITY ACTIVITIES AND COMMUNITY SERVICE

January 23, 2014	Quest Diagnostics Ribbon-cutting
January 24, 2014	Mavericks Surf Invitational
January 25, 2014	San Francisco International Airport Terminal 3 Open House

REPORT OUT FROM RECENT CLOSED SESSION MEETINGS

City Attorney Tony Condotti reported that during the January 7, 2014 Closed Session, the City Council received information regarding real property negotiations and potential initiation of litigation, but took no reportable action.

CITY COUNCIL REPORTS

Councilmember Patridge reported that she attended a meeting of the San Mateo County Airport Roundtable.

Councilmember Kowalczyk participated in the recruitment process for a General Manager at Sewer Authority Mid-Coastside (SAM) and met with the Main Street Bridge Project Manager.

Councilmember Alifano participated in the the SAM recruitment process and attended meetings of the Local Area Formation Commission and the Chamber of Commerce Governmental Affairs Council.

Vice Mayor Fraser reported on a conversation she had with the San Mateo County Public Health Department regarding radionuclides and new sand sample testing.

ORGANIZATIONAL EXCELLENCE

- Changes to Planning Processes

CITY MANAGER UPDATES

- **Staff Introductions: Administrative Services Project Manager Michelle Pollard, Deputy City Clerk Melissa Thurman, Lieutenant John Munsey**
- **San Mateo County Sheriff's Office Citizens Academy**
- **General Plan Update**
 - **New Website for General Plan**
 - **First GPAC Meeting January 30, 2014**
- **Highway 1 Trail Extension to Wavecrest Update**
- **Coastal Commission Local Coastal Program Grant Award**

PUBLIC FORUM

Jim Grady spoke regarding the need for maintenance along the coastal trails and Seymour Bridge.

Pat Owens spoke regarding Ventura Street maintenance and repairs.

Andy Wyatt spoke regarding Ventura Street maintenance and repairs

CONSENT CALENDAR

- 1. WAIVE READING OF ORDINANCES AND RESOLUTIONS**
- 2. APPROVE CITY COUNCIL MINUTES FOR THE MEETINGS OF DECEMBER 16, 2013 AND DECEMBER 17, 2013**
- 3. APPROVE FY 2014-15 BUDGET CALENDAR**
- 4. ACCEPT MAYOR'S LIST OF 2014 CITY COUNCIL REPRESENTATIVES AND DESIGNATED ASSIGNMENTS**
- 5. ADOPT RESOLUTION ACCEPTING THE 2013 STREET OVERLAY CONTRACT WORK**
- 6. AUTHORIZE BUDGET ADJUSTMENT FOR BIOLOGICAL CONSULTING SERVICES ON THE CITYWIDE DRAINAGE MAINTENANCE PROJECT**
- 7. ACCEPT THE 2013 ANNUAL COMPLIANCE REVIEW OF CARNOUSTIE DEVELOPMENT AGREEMENT**
- 8. ADOPT RESOLUTION RELEASING PROPERTY AT 419 CORREAS STREET FROM AGREEMENT REQUIRING ABANDONMENT AND DESTRUCTION OF A WATER WELL UPON CONNECTION TO DOMESTIC WATER SUPPLY**

Motion by Alifano/Patridge to approve the Consent Calendar as presented. Motion carried 5-0.

STAFF REPORTS AND RESOLUTIONS

- 9. 200 SAN MATEO ROAD – APPEAL OF THE PLANNING COMMISSION DECISION REQUIRING THE RELOCATION OF AN ENTRY MONUMENT SIGN FOR A TWO STORY/RETAIL BUILDING PROPOSED AT THE NORTHEAST CORNER OF HIGHWAY 92 AND MAIN STREET**

Associate Planner Phillips presented the staff report.

Mayor Muller opened the Public Hearing at 8:07 pm.

Ron Stefanik, Applicant, introduced himself to the Council and offered to answer questions posed to him.

Mayor Muller closed the Public Hearing at 8:12 pm.

Motion by Kowalczyk/Patridge to uphold the appeal of the Planning Commission decision requiring the relocation of an entry monument sign for a two-story retail building proposed at the northeast corner of Highway 92 and Main Street (200 San Mateo Road.) Motion carried 5-0.

10. APPEAL OF THE PLANNING COMMISSION'S DECISION TO APPROVE A COASTAL DEVELOPMENT PERMIT (PDP-019-13) AND ADOPT A MITIGATED NEGATIVE DECLARATION FOR ROUTINE MAINTENANCE OF 15 DRAINAGE FEATURES IN HALF MOON BAY

Senior Planner Hamilton presented the staff report.

Mayor Muller opened the Public Hearing at 8:20 pm.

James Benjamin, Appellant, explained the intent of his appeal.

Paulette Eisen asked for clarification regarding maintenance and upkeep of the Kehoe Ditch.

Christine Villanis expressed her concerns regarding erosion at the rear of her property.

Loriann Villanis expressed her concerns regarding Kehoe Ditch maintenance.

Margaret Harris expressed her concerns regarding Kehoe Ditch maintenance.

Patric Jonsson expressed his concerns regarding Kehoe Ditch maintenance.

Mayor Muller closed the Public Hearing at 8:37 pm.

Motion by Fraser/Alifano to deny the appeal and approve the Conditional Development Permit PDP-019-13 for 13 drainages and adopt the Mitigated Negative Declaration. Motion carried 5-0 vote.

The meeting recessed at 8:55 pm.

The meeting reconvened at 9:02 pm.

11. LOCAL COASTAL PROGRAM LAND USE PLAN AND IMPLEMENTATION PLAN AMENDMENT TO REVISE THE CITY'S HABITAT AREAS AND WATER RESOURCES OVERLAY MAP AND COASTAL RESOURCE AREAS MAP TO REFLECT AREAS IN THE CITY FOUND LIKELY TO CONTAIN SENSITIVE COASTAL RESOURCES IN THE UR, URBAN RESERVE ZONE DISTRICT

Deputy City Attorney Arellano presented the staff report.

Mayor Muller opened the Public Hearing at 9:10 pm.

James Benjamin expressed his concerns regarding the proposed map amendments.

Reto Stamm spoke regarding the Kehoe ditch.

Patric Jonnson spoke regarding the Kehoe ditch.

Mayor Muller closed the Public Hearing at 9:15 pm.

Motion by Alifano/Fraser to introduce the ordinance amending the City's Local Coastal Program Land Use Plan and Implementation Plan by revising the Habitat Areas and Water Resources Overlay Map and Coastal Resources Areas Map to reflect areas in the City found likely to contain sensitive coastal resources in the UR, Urban Reserve Zone. Motion carried 5-0.

12. INTRODUCE A CITY-INITIATED TEXT AMENDMENT TO TITLE 18 "ZONING" OF THE HALF MOON BAY MUNICIPAL CODE, CHAPTER 18.02 "DEFINITIONS" TO DELETE THE DEFINITION OF PROPORTIONALITY RULE

Planning Manager Ambo presented the staff report.

Mayor Muller opened the Public Hearing at 9:25 pm.

There were no speakers.

Mayor Muller closed the Public Hearing at 9:26 pm.

Motion by Patridge/Kowalczyk to introduce the ordinance amending Title 18 "Zoning" of the Half Moon Bay Municipal Code, Chapter 18.02 "Definitions" to delete the definition of proportionality rule. Motion carried 5-0.

13. INTRODUCE AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY AMENDING CHAPTER 9.13 "PARK REGULATIONS" OF TITLE 7 "PUBLIC PEACE, MORALS, AND WELFARE" OF THE HALF MOON BAY MUNICIPAL CODE TO INCLUDE OAK AVENUE PARK

City Attorney Condotti presented the staff report.

Mayor Muller opened the Public Hearing at 9:28 pm.

There were no speakers.

Mayor Muller closed the Public Hearing at 9:29 pm.

Motion by Alifano/Patridge to introduce th Ordinance amending Chapter 9.13 "Park Regulations" of Title 7 "Public Peace, Morals and Welfare" of the Half Moon Bay Municipal Code to include Oak Avenue Park. Motion Carried 5-0.

STAFF REPORTS & RESOLUTIONS

14. APPROVE A PARKS AND RECREATION FUNDING AGREEMENT WITH THE GRANADA SANITARY DISTRICT

Assistant to the City Manager Khojikian presented the staff report.

There were no speakers.

Motion by Kowalczyk/Patridge to approve a Parks and Recreation funding agreement with Granada Sanitary District. Motion carried 5-0.

**15. APPROVE SAN MATEO COUNTY ANIMAL CONTROL SERVICES CONTRACT
CONDITIONS LETTER**

Assistant to the City Manager Khojikian presented the staff report.

There were no speakers.

Motion by Kowalczyk/Alifano to approve the San Mateo County Animal Control Services Contract Conditions Letter, with the following revisions:

- Acquire and compare multiple proposals for providing Animal Control services in San Mateo County
- Require accountability through performance measures that the Contractor will report back semi-annually to County and Cities
- Conduct an annual financial audit performed by a neutral third party auditing firm
- Require City and County representation on Animal Control Contractors Board of Directors
- Require a contract termination clause whereby a City may terminate its Animal Control services contract upon providing notice of termination 90 days in advance
- Limit the initial term of the contract to five (5) years
- Establish transparent monthly statistical reporting and require animal licensing revenue be placed in collection buckets for each individual city to benefit from licensing compliance within its own jurisdiction

Motion carried 5-0.

ADJOURN MEETING

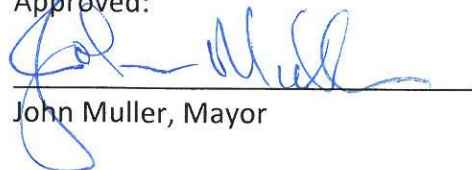
The meeting adjourned at 9:58 pm.

Respectfully Submitted:



Siobhan Smith, City Clerk

Approved:



John Muller, Mayor

ITEM #3

GRANADA COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

To: Board of Directors
From: Delia Comito, Assistant General Manager
Subject: Consideration of County of San Mateo Permit Agreement for Medians and Plazas
Date: October 19, 2017

For the purpose of implementing potential park improvements in the El Granada Medians, District Staff, the Park Advisory Committee (PAC), and San Mateo County Staff worked over a period of time, and through a succession of meetings, to develop a plan acceptable to both parties, which resulted in the County's initial draft permit sent to the District in February 2017. The permit, (or Agreement), heavily weighted to benefit the County, underwent review by District Counsel and Staff, and was returned to the County on March 23, 2017, with the District's recommended edits, some of which are viewed more crucial than others. At that time, the District was hopeful the County would be open to discuss the suggested edits, and that both parties would work to finalize an Agreement that both parties found acceptable.

After six-months, and thanks to a phone call made by PAC Chair, Pat Tierney, to Supervisor Don Horsley, the District has finally received the County's response to the District's suggested edits. The "marked-up" version of the Agreement is attached for your review. Due to the length of County response time, Staff wishes to review the Agreement sticking points with your Board, before sending it back to the County. The main concern, which will be explained further at the meeting by District Counsel, surrounds the indemnification clause. The subject language is provided in an email that has been attached, in addition to the Agreement, for this Item.

John

From: Jonathan Wittwer [<mailto:jonathan@wittwerparkin.com>]

Sent: Wednesday, October 11, 2017 2:16 PM

To: John Beiers <jbeiers@co.sanmateo.ca.us>

Subject: Medians Permit Indemnification Clause

John – Per my vmail to you just now, below is our proposed Indemnification Clause and below that is the version we received back from the County’s Real Property Division. Brian Wong of your office has been involved with the overall “Permit” from time to time as well, but not this version of the Indemnification Clause as far as I can tell. I don’t want to step on anyone’s toes. Indeed, that is why I called you because I want to proceed in the manner you think best. However, I know that Counsel in many public agencies has trained Department staff not to be flexible with indemnification language; hence you (or someone in your office) may be the one who could identify this intergovernmental agreement for use of portions of Medians in El Granada as a special situation. My contact information is at the bottom of this email.

Language GCSD intends to respond with:

10.

CLAIMS/INDEMNIFICATION.

GCSD shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description (“claims”) arising out of: (1) activities by or on behalf of the GCSD pursuant to this Permit, (2) the performance of any work or services by or on behalf of the GCSD in the construction, operation, and maintenance of the Improvements described in Paragraph 3 of this Permit, or (3) any other act or omission by or on behalf of GCSD resulting from use of the Medians and Plazas pursuant to this Permit.

The duty of GCSD to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

Language in County version received about September 15th:

10.

CLAIMS/INDEMNIFICATION. GCSD shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description (“claims”) resulting from this Permit, the performance of any work or services associated with activities contemplated by the Permit, anything related to the Improvements described in Exhibit B, or any other act or omission by GCSD related to use of the Medians and Plazas pursuant to this Permit, brought for, or on account of, any of the following:

(A) injuries to or death of any person, including GCSD’s employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any damage to real property, including claims for inverse condemnation, trespass, and nuisance;

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants.

However, GCSD's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of GCSD to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

JONATHAN WITTWER



WITTWER PARKIN LLP
147 S. RIVER ST., STE. 220
SANTA CRUZ, CA 95060
831.429.4055
WWW.WITTWERPARKIN.COM

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COUNTY OF SAN MATEO

**Permit Agreement
(No. 5392)**

MEDIANS AND PLAZAS IN EL GRANADA

PERMITTEE:

THE GRANADA COMMUNITY SERVICES DISTRICT

**PERMIT AGREEMENT
No. 5392**

MEDIANS AND PLAZAS IN EL GRANADA

1. PARTIES. This Permit Agreement ("Permit"), dated for reference purposes only as this XX day of XXXX, 2017, is made by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California ("County"), and the GRANADA COMMUNITY SERVICES DISTRICT ("GCSD"). County and GCSD agree as follows:

2. MEDIANS AND PLAZAS. In 1908, the County of San Mateo was granted an easement for certain streets, roads, highways, and public places within the platted property of Subdivision Nos. 2 and 3 of Granada (the "Medians and Plazas" which includes Balboa Circle and Portola Circle) as further shown in Exhibit A.

GCSD is hereby granted permission to use specified rights vested to the County as conferred by the offer(s) set forth in order to make allowable Improvements in the Medians and Plazas as specified in Section 3.

GCSD shall make no improvements until an inclusive and transparent public process is completed to ensure adjacent property owners and district residents are apprised of the proposed improvements and process to plan, permit, design, and construct the proposed improvements and afforded the opportunity to provide feedback.

3. IMPROVEMENTS AND INSTALLATIONS. "Improvements" are defined as the improvements proposed in Exhibit B: ~~Allowed-Proposed~~ Types of Improvements. Approved Improvements include benches, children's tree houses, children's nature play areas, fencing for safety, fitness/exercise-stations, horse shoes, picnic tables, pump tracks, softball pitch and catch, spider-web rope-net climbing equipment, swings and/or swing sets, tree maintenance and other landscaping, walking path improvements, water fountains, and youth basketball ½ court. BBQs and disc golf shall not be permitted. GCSD has discretion to install improvements after completing the public process described above and obtaining all necessary permits as required herein.

Commented [NC1]: County prefers to keep original language.

In any instance where an Improvement accommodates or promotes the use of a ball, object, or device that could create a safety hazard for vehicles driving on adjacent roadways, the Improvement must be accompanied by a fence that will prevent such occasion from happening; however, the fence cannot interfere with County's ability to maintain any vegetation, including trees, that County is responsible for under this Permit. For example, a basketball court should have a fence behind and on the sides of the court to prevent loose balls from bouncing or rolling into the roadway. This shall be required to provide an extra level of safety for users of the Improvements and vehicular traffic on any adjacent roadway.

4. USE. GCSD may use and occupy the Medians and Plazas for the construction, maintenance, repair, and operation of Improvements permitted by the rights granted to the County and detailed in Section 3 (Improvements and Installations). Such use may be accomplished by GCSD utilizing contractors, volunteers, or other agents.

GCSD shall not use any portion of the Medians and Plazas to support its responsibility of providing sanitation services.

In its use or occupancy of any Median or Plaza, GCSD shall not do or permit anything to be done in or about the Medians and Plazas, nor bring or keep anything therein, which will in any way increase the existing rate of the County's insurance over its objection or otherwise affect any fire or other County insurance upon the Medians and Plazas, or cause cancellation of any County insurance policy covering the Medians and Plazas, or any part thereof or any of its contents. GCSD shall not use or allow the Medians and Plazas to be used for any improper, immoral, unlawful, or objectionable purpose, nor shall GCSD cause, maintain or permit any nuisance in, on or about the Medians and Plazas. GCSD shall not commit or suffer to be committed any waste in or upon the Medians and Plazas. ~~Given that the Medians and Plazas are public places, the Parties recognize that GCSD shall take all reasonable steps necessary to meet its obligations under this paragraph. is not required to guarantee the foregoing protections as to the actions of third parties.~~

Commented [NC2]: What is the intent of this change? It is unclear to the County?

GCSD ACKNOWLEDGES AND AGREES THAT THE MEDIANS AND PLAZAS ARE ACCEPTED IN THEIR "AS IS" CONDITION, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, AND SUBJECT TO ALL APPLICABLE LAWS, RULES AND ORDINANCES GOVERNING THEIR USE, OCCUPANCY, AND POSSESSION. GCSD REPRESENTS AND WARRANTS TO COUNTY THAT GCSD HAS INVESTIGATED AND INSPECTED, EITHER INDEPENDENTLY OR THROUGH AGENTS OF GCSD'S OWN CHOOSING, THE CONDITION OF THE MEDIANS AND PLAZAS AND THE SUITABILITY OF THE MEDIANS AND PLAZAS FOR GCSD'S INTENDED USE. GCSD HAS DETERMINED, BASED SOLELY ON ITS OWN INVESTIGATION, THAT THE MEDIANS AND PLAZAS AREMAY BE SUITABLE FOR GCSD'S INTENDED USE. GCSD ACKNOWLEDGES AND AGREES THAT NEITHER COUNTY NOR ANY OF ITS AGENTS HAVE MADE, AND COUNTY HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE MEDIANS AND PLAZAS, THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE MEDIANS AND PLAZAS OR THE PROPERTY, THE PRESENT OR FUTURE SUITABILITY OF THE MEDIANS AND PLAZAS FOR GCSD'S USE, OR ANY OTHER MATTER WHATSOEVER RELATING TO THE MEDIANS AND PLAZAS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. TERM. This Permit shall commence when dually executed and shall remain in effect for TWO HUNDRED AND FORTY MONTHS (240) plus any partial month, if any, or until terminated by either Party, under Section 7 (Termination), upon at least one hundred and twenty (120) days' written notice to the other party, whichever occurs first. The term of this Permit may be extended by mutual written consent of the Parties.

6. PERMIT FEE.

BASE PERMIT FEE. Pursuant to the terms of this Permit, the Base Permit Fee shall be waived in its entirety for the term of the Permit and any options to extend such term to GCSD duly exercised.

7. TERMINATION.

A. BY GCSD: GCSD shall have the right to terminate this Permit at any time upon one-hundred and twenty (120) days prior written notice to County. Should GCSD terminate the Permit, GCSD is responsible for returning Medians and Plazas to the County in the condition received, unless otherwise agreed to in writing by both Parties. Any Improvements requiring removal shall be removed in no more than one-hundred and twenty (120) days after GCSD receives written notice from County to do so.

BY COUNTY: County shall have the right to terminate this Permit at Permitter's sole and absolute discretion without a requirement of good cause at any time upon one-hundred and twenty (120) days prior written notice to GCSD. Should County terminate the Permit, GCSD is responsible for returning Medians and Plazas to the County in the condition received, unless otherwise agreed to in writing by both Parties.

Commented [NC3]: County will maintain the same termination rights as GCSD.

B. NOTICE. Upon termination as provided for under the terms of Section 7A (Termination), neither Party will owe the other Party any further obligation under the terms of this Permit, except as may otherwise be specifically provided herein and except for GCSD's responsibility to remove all of GCSD's Improvements from the Medians and Plazas and restore the Medians and Plazas to their original condition absent mutual written agreement to the contrary.

In the event of any damage to, destruction of or condemnation of all or any part of the Medians and Plazas which renders the Medians and Plazas unusable or inoperable, either Party shall have the right, but not the obligation, to terminate this Permit and all of its duties and obligations hereunder, except the requirement for the GCSD to remove all Improvements, unless otherwise agreed to in writing by both Parties, by giving written notice to the other Party within thirty (30) days after such damage, destruction, or condemnation unless said damage was caused by the negligence or willful misconduct of the Party issuing such notice. GCSD acknowledges that it has no property interest in the Medians and Plazas and that County alone shall be entitled to any condemnation proceeds paid as a result of any condemnation, of the Medians and Plazas, except for any relocation payments owing to GCSD under California law. Upon the expiration or termination of this Permit for any reason, GCSD shall remove all Improvements and all personal property in accordance with Section 16 (Removal of Improvements) hereof.

8. HAZARDOUS MATERIALS ACTIVITY. GCSD shall not store, handle, or generate hazardous materials/waste/underground tanks on the Medians and Plazas, except for small amounts temporarily used for the construction of Improvements and authorized by local, regional, state, and federal laws, rules, ordinances, and guidelines. In the event that GCSD does store, handle, or generate hazardous materials on the Medians and Plazas, GCSD shall be deemed to be in breach of this Permit and shall be subject to such remedies as are available to County under law, and as provided herein including, but not limited to, termination of this Permit. Additionally, GCSD shall be liable for the payment of all costs of related investigation and remediation of hazardous materials on the Medians and Plazas that may be required in the event that GCSD does store, handle, or generate hazardous materials on the Medians and Plazas, and shall relieve, indemnify, protect, and save harmless County against any and all claims and liabilities, of any kind or nature whatsoever, arising out of the presence of any of such hazardous materials introduced to the Medians and Plazas by GCSD. Such obligation to relieve, indemnify, protect, and save harmless with respect to hazardous materials shall survive the termination or expiration of this Permit.

Hazardous material means any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the work place or the environment. Hazardous materials include, but are not limited to, hazardous substances, hazardous waste, and any material which a handler or the administering agency has a reasonable basis for believing would be injurious to the health and safety of persons or harmful to the environment if released into the work place or the environment. Examples of such hazardous materials are, but are not limited to: waste oil, solvents, gasoline, and compressed gases.

County represents and warrants to GCSD that there is no pending claim, lawsuits, proceeding or other legal, quasi-legal or administrative challenge concerning the Property or Medians and Plazas, the operation thereof, or any condition existing thereon which relates to the presence of any Hazardous Materials in, under or around the Property. County further represents and warrants, to the best of County's knowledge, that there are no Hazardous Materials present in, on, under or around the Property and/or Medians and Plazas in violation of any applicable law.

9. NATURE OF PERMIT. This Permit does NOT constitute the grant of a lease, deed, easement, or conveyance or transfer of any property interests. GCSD's interest in the Medians and Plazas are exclusively described herein.

10. CLAIMS/INDEMNIFICATION. GCSD shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description ("claims") resulting from this Permit, the performance of any work or services associated with activities contemplated by the Permit, anything related to the Improvements and Installations described in Paragraph 3 Exhibit B, or any other act or omission by GCSD related to use of the Medians and Plazas pursuant to this Permit, brought for, or on account of, any of the following:

(A) injuries to or death of any person, including GCSD's employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any damage to real property, including claims for inverse condemnation, trespass, and nuisance;

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants.

However, GCSD's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which PermitterCounty has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of GCSD to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

11. DAMAGE TO OR DESTRUCTION OF MEDIANS AND PLAZAS. In the event of damage to or destruction of the Medians and Plazas or any portion thereof, Improvements covered by reason of the negligence or willful misconduct of GCSD, its agents, officers, employees or invitees, GCSD shall, within ninety (90) days, commence and diligently pursue to complete the repair, replacement, or reconstruction of Medians and Plazas necessary to permit full use and occupancy of the Medians and Plazas at GCSD's sole cost.

12. PERMITS. GCSD shall obtain all necessary governmental approvals and permits, including from the San Mateo County Planning and Building Department and local fire prevention agency, prior to commencing any Improvements, and shall provide County with ten (10) days written notice prior to the start of construction. All contractors and subcontractors of GCSD for work performed at the Medians and Plazas shall be duly licensed by the State of California, and all work shall be performed in a good, safesafe, and workmanlike manner.

GCSD shall conduct a utility survey of contact Underground Service Alert to locate all existing utilities in all Medians and Plazas in which Improvements will be constructed. This survey will be required to ensure no Improvements bend, break, puncture, or damage any utility lines. Prior to the installation of Improvements, GCSD must obtain any and all licenses required in order to operate the site for the permitted use. Copies of said license(s) shall be provided by GCSD to County upon receipt by GCSD.

The County is issuing this Permit solely in its capacity as the holder of easement rights and not a regulatory agency.

13. AMERICAN'S WITH DISABILITIES ACT. GCSD shall cause all Improvements to be constructed, operated, and maintained in a manner compliant with the American's With Disabilities Act ("ADA"). GCSD agrees to indemnify and save harmless County

Commented [NC4]: County prefers the original language and deleted GCSD amendment.

Commented [NC5]: It is unclear to the County what the proposed change does?

and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from any ADA barriers to use or access of Improvements installed or constructed by or on behalf of GCSD present on Medians and Plazas on which Improvements have been constructed.

14. MAINTENANCE. GCSD expressly agrees to maintain all Improvements at GCSD's sole expense, in a safe, clean, wholesome, and sanitary condition, to the reasonable satisfaction of County and in compliance with all laws, rules, and regulations applicable to Permittee's specific use thereof. Permittee shall be responsible for the maintenance of any vegetation, including trees, located in Medians and Plazas in which Improvements have been constructed. If GCSD has only constructed Improvements on a portion of the Medians and Plazas, GCSD shall only be responsible for the vegetation, including trees, located within the boundaries of the Improvements. Should GCSD only construct Improvements on a portion of Medians and Plazas, County and GCSD shall agree in writing as to the boundaries of GCSD's maintenance responsibility.

Should County determine in County's sole and absolute discretion that a tree or any part of a tree presents a danger to those using the roadway or the Medians or Plazas, County may take necessary action to resolve the threat without a requirement to notify GCSD. Any Improvement or fence to support the use of an Improvement shall not interfere with County's ability to perform necessary maintenance.

GCSD shall not allow any offensive or refuse matter, nor any substance or Improvements constituting an unnecessary, unreasonable, or unlawful fire hazard, nor any material detrimental to the public health to accumulate or remain on the Medians and Plazas. It is expressly understood that County shall have no responsibility whatsoever to make any improvements or repairs or perform any maintenance to or related to GCSD's Improvements in the Medians and Plazas.

15. UTILITIES. County shall have no responsibility to supply any utilities including, but not limited to, electricity, water, or waste collection and disposal, for Medians and Plazas containing Improvements. Any utility improvements made by GCSD shall be in accordance with all applicable laws, regulations, and permits.

16. GCSD shall contact Underground Service Alert to locate and identify all existing utilities in all Medians and Plazas in which Improvements will be constructed. The location and identification of utilities shall be completed during the design of the proposed Improvement and used during the design of Improvements to ensure no utilities are bent, broken, punctured, or damaged during construction of the utility.

Commented [NC6]: Revised to include newly proposed County language and newly proposed GCSD language

46:17. REMOVAL OF IMPROVEMENTS UPON EXPIRATION OR TERMINATION. Upon the expiration or termination of this Permit for any reason, including but not limited to bankruptcy, GCSD shall immediately (and in no event later than one hundred and twenty (120) days after termination) remove from the Medians and Plazas the Improvements and any other property placed on the Medians and Plazas by GCSD or any of GCSD's Agents unless otherwise agreed to in writing by both Parties. If GCSD has installed Improvements on more than four Plazas or Medians, for every additional

Plaza or Median containing Improvements the time for GCSD to complete removal shall be extended by thirty (30) days. Such removal shall be performed in such a manner as to not interfere with the continuing use of the Medians and Plazas by County and others. GCSD shall, at GCSD's sole expense, repair any damage to the Medians and Plazas, or any facilities or equipment on the Medians and Plazas, caused by such removal. Upon any failure of GCSD to remove the Improvements and any other possessions of GCSD pursuant to this Section, County shall have the option, but not the obligation, to remove the Improvements from the Medians and Plazas. Any damages to the Improvements occasioned by such removal are expressly waived by GCSD as against County or the County's contractor. Nothing in this section shall waive GCSD's responsibility to reimburse County for costs incurred for the removal of such Improvements.

17.18. FIXTURES. County covenants and agrees that no part of the Improvements constructed, erected, or placed by GCSD on the Medians and Plazas or other real property owned by GCSD shall be or become, or be considered as being, affixed to, or a part of County's real property, and any and all provisions and principles of law to the contrary withstanding, it being the specific intention of County to covenant and agree that all Improvements of every kind and nature constructed, erected, or placed by GCSD on the Medians and Plazas or other real property owned by County shall be and remain the property of the GCSD except as provided in Section 16 herein (Removal of Improvements) of this Permit. GCSD has the right to remove all GCSD's Improvements at its sole expense on or before the expiration or termination of this Permit.

18.19. DEFAULT; REMEDIES

A. **EVENTS OF DEFAULT.** Any of the following shall constitute an event of default (the "Event of Default") by GCSD hereunder:

1. A failure to comply with any covenant, condition or representation made under this Permit and should such failure continue for fifteen (15) days after the date of written notice by County, provided that if it is not feasible to cure such default within such 15-day period, Permittee shall have a reasonable period to complete such cure if Permittee promptly undertakes action to cure such default within such 15-day period and thereafter diligently prosecutes the same to completion within sixty (60) days after the receipt of notice of default from Permitter or within a period agreed to by Permitter. Permitter shall not be required to provide such notice more than twice in any twelve (12) month period with respect to any material non-monetary defaults and after the second notice in any calendar year, any subsequent failure by Permittee during such 12-month period shall constitute an Event of Default hereunder;

B. **REMEDIES.** Upon the occurrence of an Event of Default County shall have the following remedies, which shall not be exclusive but shall be cumulative and shall be in addition to any other remedies now or hereafter allowed by law or in equity:

Commented [NC7]: County does not accept any proposed changes to this section.

i. County may terminate GCSD's right to use of the Medians and Plazas at any time by written notice to GCSD. Upon such termination in writing of GCSD's right to use of the Medians and Plazas, this Permit shall terminate and County shall be entitled to recover damages from GCSD as provided in ~~California Civil Code Section 1951.2 or any other applicable existing or future legal requirement providing for recovery of damages for such breach by law.~~

ii. County may continue this Permit in full force and effect and may enforce all of its rights and remedies under this Permit.

iii. County may require GCSD to remove any and all Improvements from the Medians and Plazas or, if GCSD fails to do so within ~~thirty (30) sixty (60) ninety (90)~~ days after County's written request, County may do so at GCSD's expense.

19-20. LIABILITY; VANDALISM. GCSD agrees that County shall not be responsible for any damage to GCSD's property due to vandalism or natural disasters or for the cost of repair or replacement thereof.

20-21. INSURANCE.

A. GCSD shall obtain at its sole expense, and furnish evidence to County prior to the effective date of this Permit of a combined general liability and property damage insurance policy in the amount of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, to be kept in full force during the term of this Permit and any extension thereof.

County, its officers, agents and employees shall be named as additional insured on the liability insurance policy require hereinabove, which shall also contain a provision that the insurance afforded thereby to County shall be the primary insurance to the full limits of liability of the policy. If County has other insurance coverage against a loss covered by the coverage that GCSD is required to have, such other insurance coverage of County shall be excess insurance only.

Upon ninety (90) days written notice, County may require GCSD, at GCSD's sole cost, to increase insurance coverage to an amount deemed appropriate for operating Improvements in the sole discretion of County's Risk Manager.

24.1 GCSD'S PERSONAL PROPERTY. GCSD shall be responsible, at no cost to the County, for GCSD's Personal Property.

24.2 COUNTY'S SELF INSURANCE. GCSD acknowledges that County self-insures against casualty, property damage and public liability risks and agrees that County may at its sole election, but shall not be required to, carry any third party insurance with respect to the Property, the Medians and Plazas, or otherwise.

21-22. ENTRY BY COUNTY/GCSD.

Commented [NC8]: County does not accept any proposed changes to this section.

A. BY GCSD. Subject to the provisions of this Permit, GCSD has the right to enter the Medians and Plazas at any time without prior notice being given to County for the construction, maintenance, operation, repair, modification, or addition of GCSD's Improvements and the operation of parks and/or recreation services on said Medians and Plazas consistent with this Permit.

B. BY COUNTY. County reserves and shall have the right to enter the Medians and Plazas at any and all reasonable times, to inspect same, to post notices of non-responsibility, to alter, improve, repair or restore the Medians and Plazas, and to maintain any trees located on Plazas or Medians that may interfere with County's responsibility to maintain the roadway system as County may deem necessary or desirable, so long as County does not unreasonably interfere with GCSD's Improvements or operations. For each of the aforesaid purposes, County shall at all times have and retain a key with which to unlock all of the gates and/or doors in, upon and about the Medians and Plazas. County's right to enter the Medians and Plazas is subject to: (a) County having given not less than twenty-four (24) hours prior notice to GCSD, and (b) an employee or agent of GCSD being given an opportunity to be present during each and any entry to the Medians and Plazas which consent shall not be reasonably withheld.

C. EMERGENCY - BY COUNTY. Other provisions of this Section notwithstanding, in the event of an emergency, County shall have the right to use any and all means which County may deem proper to gain entry to the Medians and Plazas without liability to County except for any failure to exercise due care for GCSD's Improvements and other property. Any entry to the Medians and Plazas obtained by County by any said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Medians and Plazas, or an eviction of GCSD from the Medians and Plazas or any portion thereof.

22-23. AUTHORIZED REPRESENTATIVE OF THE COUNTY OF SAN MATEO.

The County Manager, or the designee of the County Manager, shall be the only authorized agent of the County of San Mateo for purposes of giving any notices (including, but not limited to, termination under the terms hereof), enforcing any provision, or exercising any rights, options, privileges, or obligations of the County of San Mateo under this Permit.

23-24. NOTICE. All notices or demands are deemed to have been given or made when delivered (1) in person;(2) delivered by certified or registered mail, return receipt requested, postage prepaid, United States mail; or (3) email with acknowledged receipt and addressed to the respective Parties as follows:

County:
County of San Mateo
County Manager's Office
Real Property Services Division
555 County Center, 4th Floor
Redwood City, CA 94063
Phone: (650) 363-4047

GCSD:
Granada Community Services District
P.O Box 335
El Granada, CA 94018
Phone: (650) 726-7093
granada@granada.ca.gov

The address to which any notice or demand may be given to either Party may be changed by thirty (30) day prior written notice utilizing one or more of the methods authorized above.

24-25. ASSIGNMENT BY GCSD. GCSD shall not voluntarily or by operation of law assign, transfer, sublet, or otherwise transfer or encumber all or any part of GCSD's interest in this Permit or in the Medians and Plazas without County's prior written consent. Any assignment or encumbrance without County's consent shall be voidable and, at County's election, shall constitute a default. No consent to any assignment or encumbrance shall constitute a further waiver of provisions of this Section.

25-26. ENTIRE AGREEMENT AND BINDING EFFECT. This Permit and any attached exhibits, as signed by the Parties hereto, constitute the entire agreement between County and GCSD regarding the Medians and Plazas; no prior written promises, and no prior, contemporaneous or subsequent, oral promises or representations shall be binding. This Permit shall not be amended or changed except by written instrument signed by both of the Parties hereto. Section captions herein are for convenience only and neither limit nor amplify the provisions of this instrument. The provisions of this Permit shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of said County and GCSD. This Permit shall not be effective or binding on any Party until fully executed by both Parties hereto. The effective date of the Permit shall be the date of signature on behalf of the Party last signing after the approval by the Governing Boards of both of the Parties hereto.

Commented [NC9]: I'm ok with this as long as County executes
2nd

26-27. RESERVATIONS. This Permit shall at all times be subject to such rights-of-way for such sewers, pipe lines, conduits, roadway and for such telephone, telegraph, light, ~~heat~~^{heat}, or power lines, as shall have been duly established or as may from time to time be reasonably determined to be necessary by County. ~~Should County reasonably determine subsequent to the effective date of this Permit that an additional right of way for a utility is necessary, County agrees to make reasonable efforts to avoid interference with GCSD's then-existing improvements and operation of parks and/or recreation services on said Medians and Plazas consistent with this Permit.~~

This Permit is subsequent to and subject to all prior exceptions, reservations, grants, easements, leases, or licenses of any kind whatsoever as the same appear on record in the office of the County Recorder, County of San Mateo, State of California. GCSD

covenants not to disturb the quiet and peaceful enjoyment of any and all parties having any legal right, title, interest, or privilege in and to the Medians and Plazas and that the use of the Medians and Plazas by GCSD shall at all times be conducted with proper regard for such rights, titles, interests, and privileges.

27-28. LIENS.

- A. GCSD shall keep the Property free from any liens arising from any work performed, materials furnished, or obligations incurred by or at the request of GCSD.
- B. If any lien is filed against the Property as a result of the acts or omissions of GCSD, or GCSD's employees, agents, or contractors, GCSD must discharge the lien or bond the lien off in a manner reasonably satisfactory to County within thirty (30) days after GCSD receives written notice from any Party that the lien has been filed.
- C. If GCSD fails to discharge or bond any lien within such period, then, in addition to any other right of remedy of County, County may, at County's election, discharge the lien by either paying the amount claimed to be due or obtaining the discharge by deposit with a court or a title company or by bonding, or by such other methods reasonably acceptable to County provided that such methods are specified in writing by County to GCSD.
- D. GCSD must pay on demand any amount paid by County for the discharge or satisfaction of any lien, and all reasonable attorneys' fees and other legal expenses of County incurred in defending any such action or in obtaining the discharge of such lien, together with all necessary disbursements in connection therewith.

28-29. NON-DISCRIMINATION

- A. GCSD shall comply with any applicable provisions of Section 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- B. No person shall, on the grounds of race, religious creed, color, ~~religion~~, ~~ancestry~~, ~~sex~~, ~~age (over 40)~~, national origin, ~~medical condition (cancer)~~, ~~ancestry~~, ~~physical or disability~~, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, ~~pregnancy~~, ~~childbirth~~ or ~~related medical condition~~, ~~marital~~ military and veteran's status, or political affiliation be denied any benefits or subject to discrimination under this Permit.
- C. GCSD shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Permit. GCSD's equal employment policies shall be made available to County upon request.

D. With respect to the provision of employee benefits, GCSD shall comply with the County Ordinance that prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

29.30. GENERAL PROVISIONS.

A. **COMPLIANCE WITH LAW.** GCSD shall not use the Medians and Plazas or permit anything to be done in or about the Medians and Plazas which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. GCSD shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances, and governmental rules, regulations, or requirements now in force or which may hereafter be in force, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Medians and Plazas. A final judgment under the laws of the State of California or the admission of GCSD in any action against GCSD, whether County be a Party thereto or not, that GCSD has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between County and GCSD.

B. **RULES AND REGULATIONS.** Permittee shall faithfully observe and comply with the rules and regulations that Permittor shall from time to time promulgate. Permittor reserves the right from time to time to make all reasonable modifications to said rules. The additions and modifications to those rules shall be binding upon Permittee upon delivery of a copy of them to Permittee. Permittor shall not be responsible to Permittee for the nonperformance of any said rules by any other Permittees or occupants, or the public.

Commented [NC10]: County prefers to keep original language.

C. **AUTHORITY OF PARTIES.** Each Party executing this Permit on behalf of the public entity which is a Party hereto, represents and warrants that he or she is duly authorized to execute and deliver this Permit on behalf of said public entity, in accordance with a duly adopted resolution of the governing board of the public entity or in accordance with the by-laws of the public entity, and that this Permit is binding upon the public entity in accordance with its terms.

i. **Partnership.** If either party hereto is a partnership or other unincorporated association, each party executing this Permit on behalf of the partnership or other association represents and warrants that he or she is duly authorized to execute and deliver this Permit on behalf of the partnership or association, in accordance with the partnership agreement or the agreement of said association.

Commented [NC11]: County prefers to keep original language.

D. **WAIVER.** The waiver by either Party of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained.

E. JOINT OBLIGATION. "Party" shall mean County or GCSD; and if there be more than one GCSD or County, the obligations hereunder imposed upon GCSDs or County shall be joint and several.

F. TIME. Time is of the essence of this Permit and each and all of its provisions in which performance is a factor.

G. INABILITY TO PERFORM. This Permit and the obligations of GCSD hereunder shall not be affected or impaired because ~~PermitterCounty or GCSD~~ is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of ~~PermitterCounty or GCSD~~.

Commented [NC12]: County prefers to keep original language.

H. NEGATION OF PARTNERSHIP. County shall not become or be deemed a partner or a joint venturer with GCSD by reasons of the provisions of this Permit.

I. ~~SEPARABILITYSEVERABILITY~~. Any provision of this Permit which shall prove to be invalid, void, illegal or unenforceable shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

J. CUMULATIVE REMEDIES. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

K. SIGNS AND AUCTIONS. Permittee shall not place any sign upon the Medians and Plazas or conduct any auction thereon without Permitter's prior written consent.

L. PROVISIONS, COVENANTS AND CONDITIONS. All provisions herein, whether covenants or conditions, on the part of either party shall be deemed to be both covenants and conditions.

M. CAPTIONS, TABLE OF CONTENTS. The captions and the Table of Contents of this Permit (if any) shall have no effect on the interpretation of this Permit.

N. SINGULAR AND PLURAL. When required by the context of this Permit, the singular shall include the plural.

Commented [NC13]: County prefers to keep original language.

O. CHOICE OF LAW. This Permit shall be construed, ~~interpretedinterpreted~~, and governed in accordance with the laws of the State of California.

P. VENUE. The venue for any court action to interpret or enforce this Agreement or to litigate any claim arising out of this Agreement shall be held in State Court of the County of San Mateo.

BALANCE OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, County and GCSD have executed this Permit as of the date and year first above written.

GCSD:

THE STATE OF CALIFORNIA
GRANADA COMMUNITY SERVICES
DISTRICT

By: _____

Chuck Duffy, District General Manager

Approved as to form:

By: _____

Attorney
Legal Department

Jonathan Wittwer, District General Counsel

PERMITTOR/COUNTY:

COUNTY OF SAN MATEO

By _____

EXHIBIT A
Map of Medians and Plazas

DRAFT

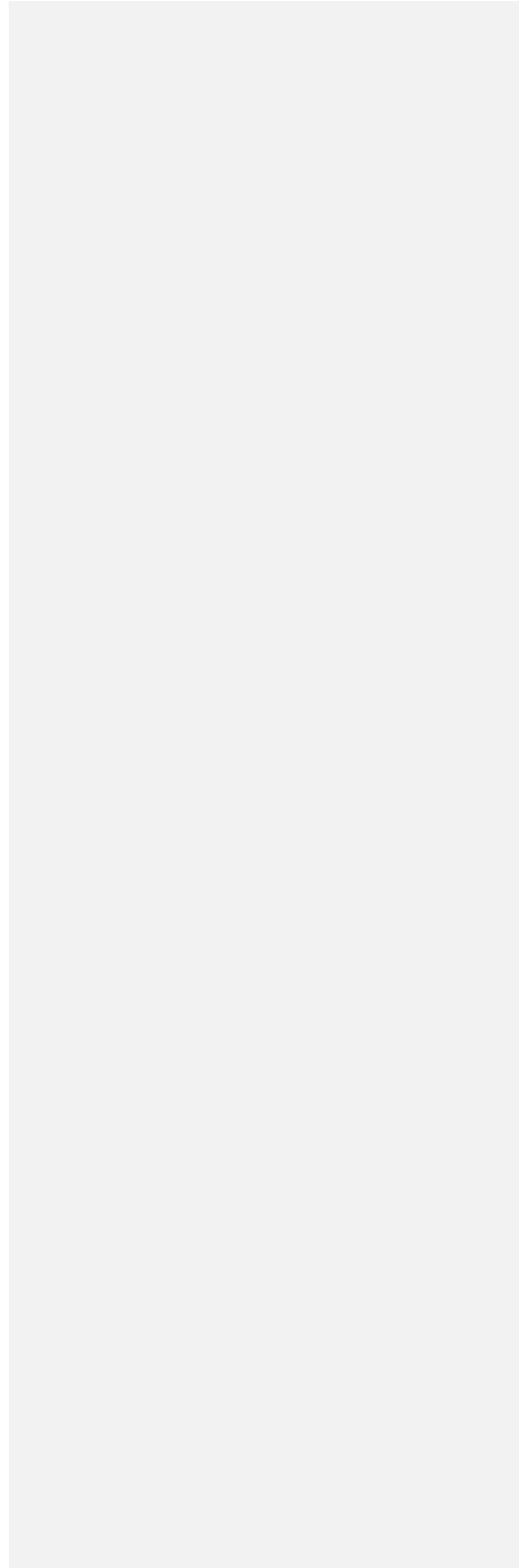


Exhibit B

Proposed Allowed Types of Improvements

Approved Improvements include:

- Benches;
 - Children's tree houses;
 - Children's nature play areas;
 - Fencing for safety;
 - Fitness/exercise stations;
 - Horse shoe pits;
 - Picnic tables;
 - Bicycle and Bicycle Pump tracks;
 - Restrooms;
 - Baseball and Softball pitch and catch;
 - Spider web rope net climbing equipment;
 - Swing sets and related children's playground equipment;
 - Tree maintenance and other landscaping;
 - Walking paths;
 - Water fountains;
 - ½ Court youth basketball courts;
1. Temporary use and storage of construction and other equipment and materials use in installation of improvements.

Commented [NC14]: RP would like to use the list originally adopted by the GCSD board and sent to the County in a letter dated September 6, 2016

ITEM #4

GRANADA COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

To: Board of Directors
From: Delia Comito, Assistant General Manager
Subject: Consideration of Amendment to Franchise Agreement with Recology of the Coast for Solid Waste and Recycling Services
Date: October 19, 2017

The term of the District's Franchise Agreement with Recology of the Coast for garbage and recycling services, expires on December 31, 2017. As required by the Agreement, Recology has informed the District of its intent to extend the Agreement by amendment, for a period of ten years. With a ten-year extension, Recology proposes the following notable revisions to the Agreement:

- To revise greenwaste pick up from four (4)-30 gallon customer provided containers every other week, to one (1)-96 gallon Recology provided wheeled cart, plus one (1)-30 gallon, customer-provided container every other week. The District may want to consider adding a date into the amendment, as to when Recology will deliver carts to customers.
- To move up the cost-based rate increase by one year.
- To change garbage pick-up start time from 7:00 am to 6:00 am

The memo from Chuck Duffy attached, provides additional information regarding the proposed amendment, rate increase, and detailed Prop. 218 information. With the Boards approval of the proposed amendment at this time, staff will initiate the Prop. 218 process to hold a public hearing on 12/14/17, one week earlier than the District's regular board meeting, which will likely be canceled due to the anticipated lack of a quorum. A resolution will be presented for approval at that meeting, after the Public Hearing.

Please note that the Amendment and new Rate Schedule provided by Recology have been revised to correct errors contained in them, and the rate schedule included in the attached Notice requires those corrections.

GRANADA COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

To: Board of Directors

From: Chuck Duffy, General Manager

Subject: Consideration of First Amendment to Franchise Agreement with Recology of the Coast for Solid Waste and Recycling Services Subject to Proposition 218 Hearing, and Initiation of Proposition 218 Process

Date: October 19, 2017

The attached First Amendment to Franchise Agreement with Recology of the Coast is presented for your Board's approval. Recology has proposed a rate increase of 5.76% for 2018. The rate schedule contained in this First Amendment to Franchise Agreement is subject to a Public Hearing pursuant to Proposition 218 and will not take effect if there is a majority written protest. At least 45 days prior to the Public Hearing, staff will provide the attached notice to the public containing (a) the amount of the fee or charge proposed to be imposed; (b) the basis upon which it was calculated; (c) the reason for the fee or charge; (d) the date, time, and location of the Public Hearing. At this Public Hearing, the Board will consider public comment and all written protests against the proposed new rate increases in accordance with the rules spelled out in Proposition 218 and its implementing statutes. If written protests against the proposed fee or charge are presented by a majority of owners of parcels within the District, the District will be prohibited from imposing the new rate schedule. In other words, the District Board's approval of the Amendments to the Franchise Agreement is subject to the results of this Public Hearing. If no majority written protest is made, the rate schedule in the First Amendment to the Franchise Agreement will go into effect on January 1, 2018. Other revisions to the existing Franchise Agreement include:

- The Agreement and rate schedule with annual increases extend through the end of 2027.
- The increases in the rate schedule after December 31, 2022 are contingent on GCSD approval via a new Proposition 218 process.
- Residential pick-up has been extended to 6 a.m.
- The cap for rate increases is increased from 5% to 6%.
- The Agreement allows for the District to defer increases above 5% to the next one or two index based years.

FIRST AMENDMENT TO FRANCHISE AGREEMENT

This **FIRST AMENDMENT** to the Franchise Agreement hereinafter referenced is entered into and effective as of January 1, 2018 between the Granada Community Services District, a public agency ("District"), and Recology of the Coast, a California corporation ("Contractor").

WHEREAS, District and Contractor are parties to that certain Franchise Agreement for Solid Waste and Recycling Services effective January 1, 2015 ("Agreement"), and wish to amend the Agreement as set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. Section 2.03 of the Agreement is hereby amended to read as follows:

"2.03. Term. The initial term of this Agreement shall commence upon the Effective Date and shall expire as of midnight December 31, 2017. The extended term shall commence January 1, 2018 and shall expire December 31, 2027. If this Agreement is terminated prior to the expiration of the extended term, District shall purchase from Contractor all Containers owned by Contractor or its Affiliate that are then in possession of Single Family Dwelling Service Recipients within District's Service Area. The purchase price for such Containers shall equal the depreciated value of their acquisition cost as of the date of termination calculated as set forth in Section 2.8 of Exhibit "E". Said sum shall be payable on or before the date that is 90 days after the date of termination. This provision shall survive the expiration or earlier termination of this Agreement."

2. Section 4.04.1 of the Agreement is hereby amended to read as follows:

"4.04.1 Collection. Contractor shall collect Yard Waste from Single Family Dwelling Residential Service Recipients once every two weeks on the regularly scheduled day of the week for such Collection as posted on Contractor's website. Contractor shall ~~provide service~~ one (1) 30-gallon capacity ~~customer-provided~~ Container ~~provided that it shall be limited to weighs~~ 25 pounds ~~or less, and shall provide and service~~ ~~Yard Waste usage and~~ one (1) ninety-six gallon capacity wheeled cart for each Single Family Dwelling for Yard Waste Collection. Contractor shall include a description of Composting Programs in Contractor's Education and Public Awareness Program pursuant to Section 5.05."

3. Section 4.10.1 of the Agreement is hereby amended to read as follows:

"4.10.1 Residential. Solid Waste, Recyclable Material, and Yard Waste shall be Collected from Premises occupied by Residential Service Recipients only on weekdays between the hours of 6 a.m. and 6 p.m. Contractor shall notify District and such Service Recipients in writing at least two (2) weeks prior to instituting a change in their Collection days. No scheduled change shall cause a lapse of more than seven (7) consecutive days in Collection service to any Residential Service Recipient. Contractor shall notify Residential Service Recipients of designated alternative collection days when the regularly scheduled Collection days fall on holidays observed by Contractor."

4. Section 6.02.A of the Agreement is hereby amended by substituting the following table for the table included therein:

Rate Year Start Date	Method to Determine Rates for Such Rate Year	Application Submittal Date
January 1, 2018	Index-Based	September 1, 2017
January 1, 2019	Cost-Based	September 1, 2018
January 1, 2020	Index-Based	September 1, 2019
January 1, 2021	Index-Based	September 1, 2020
January 1, 2022	Cost-Based	September 1, 2021
*January 1, 2023	Index-Based	September 1, 2022
*January 1, 2024	Index-Based	September 1, 2023
*January 1, 2025	Cost-Based	September 1, 2024
*January 1, 2026	Index-Based	September 1, 2025
*January 1, 2027	Index-Based	September 1, 2026
* contingent on GCSD approval via a new Proposition 218 process		

5. Section 6.04 is hereby added to Article 6 of the Agreement to read as follows:

“6.04. Deferral of Maximum Rate Adjustments in Cost-Based Years

A. If the maximum rate adjustment required by the cost-based methodology in Exhibit E (Cost-Based Adjustment”) exceeds five percent (5%) for any cost-based Rate Year, then District may elect to defer some or all of the increase above five percent (5%) to the next one or two index-based Rate Years, in accordance with this Section 6.04.

B. If District elects to make such a deferral, it shall notify Contractor of its election by November 1 preceding the start of the cost-based Rate Year in question. The notice shall specify the portion of the Cost-Based Adjustment that District wishes to defer and how that portion is to be allocated among the next one or two index-based Rate Years. The amount so deferred shall be subtracted from the maximum rate increase for the cost-based Rate Year, and added to the maximum rate adjustment that would otherwise apply for the subsequent Rate Years, as allocated by District.

C. The purpose of the deferral mechanism is to smooth maximum rate adjustments, not to reduce compensation to Contractor. The parties further intend that any amounts deferred be recovered within the same three-year rate cycle (i.e. one cost-based year followed by two index-based years). If, notwithstanding the foregoing, District fails to adjust maximum rates to enable Contractor to recover all amounts deferred under this Section within any three-year rate cycle, and by the last year of the Term,

then District shall pay the amount of the shortfall to Contractor within 180 days after the end of such three-year rate cycle or the end of the Term, as the case may be. Such remedy shall be cumulative to any other remedy Contractor may have under this Agreement or at law.

D. All calculations required to give effect to this Section shall be calculated by Contractor in good faith and shall be subject to administrative review by District. Deferrals under this Section shall be “below the line” and shall not affect the value of any Cost Components or of Total Calculated Costs.”

6. Exhibit D of the Agreement is hereby deleted and replaced in its entirety with Exhibit D attached to this First Amendment to the Agreement.

7. Except as expressly modified by this Amendment, all terms and conditions of the Agreement shall remain unchanged and in full force and effect. Capitalized terms used but not defined herein shall have the meanings given to them in the Agreement. All references in this Amendment to Articles, Sections and Exhibits refer to articles, sections and exhibits of the Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this First Amendment to Franchise Agreement as of the date first written above.

Granada Community Services District

Recology of the Coast

By: _____
Jim Blanchard,
President

By: _____
Michael J. Sangiacomo
President & CEO

Countersigned: _____
~~-Delia Comito, Secretary~~

Exhibit D

Schedule of Maximum Refuse Collection and Recycling Fees and Charges, January 1, 2018 - December 31, 2018

**ARTICLE 1
DEFINITIONS**

1.01 Definitions Incorporated. Unless the context otherwise requires, words, terms, and phrases commencing with capitalized letters in this Agreement shall have the meanings respectively ascribed thereto in Exhibit A.

**ARTICLE 2
GRANT AND ACCEPTANCE OF FRANCHISE**

2.01 Grant and Acceptance of Franchise. District hereby grants to Contractor the exclusive right and privilege to Collect, transport, and Dispose of Solid Waste, and to Collect, transport, process, and market Recyclable Material and residential Yard Waste, accumulating in District's Service Area. Contractor hereby accepts the foregoing right and privilege, subject to the terms, covenants and conditions of this Agreement.

2.02 Effective Date. The effective date of this Agreement is January 1, 2015. The franchise agreement between Contractor and District which expires as of December 31, 2014 is and shall be superseded upon the Effective Date hereof.

2.03 Term. The initial term of this Agreement ("Term") shall commence upon the Effective Date and shall expire as of midnight December 31, 2017; provided, that if Contractor has notified District in writing on or before November 1, 2017 of its desire to extend the Term, the parties shall confer and determine whether by mutual agreement this Franchise Agreement shall remain in effect for an additional five years, subject to the same terms and conditions. If the parties so agree, this Agreement shall be amended to extend the Term commencing January 1, 2018 and expiring December 31, 2022. If District rejects Contractor's proposal to extend the Term, District shall purchase from Contractor all Containers owned by Contractor or its Affiliate that are then in possession of Single Family Dwelling Service Recipients within District's Service Area. The purchase price for such containers shall equal the unamortized [depreciated] value of the acquisition cost as of December 31, 2017 of those containers purchased by Contractor or its Affiliate for use in providing Solid Waste or Recyclable Material Collection services to said Residential Service Recipients, calculated as set forth in Section 2.8 of Exhibit "E". Said sum shall be payable on or before December 31, 2017. This provision shall survive the expiration or earlier termination of this Agreement.

2.04 Scope. This franchise is exclusive except with regard to the following materials or circumstances:

A. Solid Waste, Recyclable Material or Yard Waste removed by the Owner or occupant of any Premises acting in the capacity of Waste Generator and transported personally by that Generator or by his or her employee(s) from the Premises for disposal;

Contractor shall, upon a Service Recipient's request, provide annual waste audits to all Commercial, Industrial and Institutional Service Recipients. Contractor shall promote this service in its billing materials and through other public education activities. Contractor shall also encourage all Commercial, Industrial and Institutional Service Recipients to return products and packaging from their customers, patrons and clients for reuse, recycling, or composting by Contractor. Contractor shall Collect Recyclable Material from schools at least once per week.

Maximum rates for Commercial, Industrial, and Institutional Recycling Collection services shall not exceed fifty (50) percent of the maximum rates for Solid Waste Collection provided to such Service Recipients. Commercial, Industrial and Institutional Recycling Collection shall be performed at a time mutually agreed upon by Contractor and the Service Recipient.

4.04 Yard Waste.

4.04.1 Collection. Contractor shall Collect Yard Waste from Single Family Dwelling Residential Service Recipients bi-weekly on the regularly scheduled day of the week for Collection as posted on Contractor's website. Containers for Yard Waste shall be provided by the Residential Service Recipients; provided, that a maximum of four (4) thirty-gallon Containers shall be made available for each Single Family Dwelling by Contractor for such Collection. Contractor shall include a description of Composting Programs in Contractor's Education and Public Awareness Program pursuant to Section 5.05.

4.04.2 End Uses for Yard Waste. Contractor shall endeavor to develop new markets for all Yard Waste that Contractor Collects in order to achieve District's diversion requirements under the Act. Contractor shall provide end uses for Yard Waste that maximize diversion credits according to regulations established by the California Integrated Waste Management Board.

4.05 Diversion Program Goal. Contractor shall achieve the diversion requirements set forth in accordance with State law.

4.06 Collection Locations.

4.06.1 Residential. Notwithstanding any other provision of this Agreement, Collection of Solid Waste, Yard Waste, and Recyclable Materials for Single Family Dwellings, and for Multi-Family Dwellings comprised of two (2) units, shall be from Curbside, or (for an additional charge not exceeding the maximum rate therefor set forth in Exhibit D) from an alternative location approved by Contractor. Collection from Multi-Family Dwellings consisting of three (3) or more units shall be at Curbside, or from a location or locations on the Multi-Family Dwelling Premises specified by the Service Recipient subject to Contractor's overriding specifications with regard to sanitation, Collection vehicle clearance, aesthetics, Contractor's cost considerations, and similar criteria.

Waste or the Container therefor, or by other written means. Contractor shall report monthly to District any such notices issued. Contractor may refuse to Collect Solid Waste, Recyclable Material or Yard Waste from, and shall not be obligated to continue to provide such service to, any Waste Generator who, after a third written warning in a given twelve (12) month period, fails to sort Recyclable Material or Yard Waste from Solid Waste or who otherwise fails properly to cause his or her Solid Waste, Recyclable Material or Yard Waste to conform to pertinent requirements therefor or who fails properly to place the Container(s) therefor for Collection. Notwithstanding the foregoing, District shall have the authority to render the final decision to terminate or reinstate service.

4.09 Processing and Marketing. Contractor shall process, market, and sell, donate, or reuse all Recyclable Material and Yard Waste Collected pursuant to this Agreement. Contractor shall provide a list to District, updated annually, of its primary material processing facilities or reuse recipients for Recyclable Material and for Yard Waste.

4.10 Hours of Operation/Schedules.

4.10.1 Residential. Solid Waste, Recyclable Material, and/or Yard Waste shall be Collected from Premises occupied by Residential Service Recipients only on weekdays between the hours of 7 a.m. and 6 p.m. Contractor shall notify District and such Service Recipients in writing at least two (2) weeks prior to instituting a change in their Collection day. No schedule change shall cause a lapse of more than seven (7) consecutive days in Collection service to any Residential Service Recipient. Contractor shall notify Residential Service Recipients of designated alternative Collection days when their regularly scheduled Collection days fall on holidays observed by Contractor.

4.10.2 Commercial, Industrial, and Institutional Collections. Solid Waste, Recyclable Material, and/or Yard Waste shall be collected from Premises occupied by Commercial, Industrial, and Institutional Service Recipients on such days (excluding weekends) and at such times as may be scheduled by Contractor with such Service Recipients; provided, that no such Collection shall be made from any Commercial, Industrial or Institutional Premises located within two hundred feet of residential Premises prior to 6 a.m. or after 6 p.m. on any day; provided, further, that, in addition to regularly scheduled Collection days for schools, Contractor shall Collect Recyclable Material from schools following "garage sales" or other fund-raising events, upon notification by the schools.

4.10.3 Operations Plan. Contractor shall submit to District, within 120 days of the Effective Date, a written operations plan describing Collection routes, frequency of Collections, and times of Collections of Solid Waste, Recyclable Material, and Yard Waste. District shall review said plan and request such reasonable revisions thereto as District shall propose within thirty (30) days of receipt thereof. In the event the parties are unable to agree upon any such revisions to the plan, either party may invoke the dispute resolution provisions of this Agreement. Any proposed revisions to the plan shall likewise be made subject to District's review.

labor, equipment, materials and supplies, taxes, insurance, bonds, overhead, profit, and all other things necessary to perform all services required hereunder in the manner and times specified. If Contractor's ability to set its rates is impaired for any reason beyond Contractor's control (including without limitation a court ruling or a protest by a majority of property owners), District and Contractor shall negotiate in good faith to take mutually agreed upon actions (including but not limited to complying with court-mandated procedures, revising rate increase proposals, and/or reducing Contractor's services or other obligations) with the goal of achieving a fair and equitable result for the Parties. Nothing in this Agreement shall be deemed an admission by District or Contractor that Article 13.C or 13.D of the California Constitution applies to maximum rates or the rates charged by Contractor under this Agreement.

6.02 Maximum Rates. The initial rates as of the Effective Date through and including December 31, 2015 shall be in accordance with the Schedule of Rates as set forth in Exhibit D, notwithstanding the foregoing:

A. Effective as of January 1, 2016, and each January 1 thereafter, Contractor shall be entitled to consideration of an annual adjustment in maximum rates calculated using the methodologies set forth in Exhibit "E". The methodology used each year shall be either index-based or cost-based, as indicated in Table 1 below. On or before the application submittal date listed in Table 1, Contractor shall submit to District an application ("Application") containing Contractor's reasonable good faith calculation of the Rate Adjustment Factor in accordance with Exhibit E and the proposed maximum rates for the ensuing Rate Year based on that Adjustment Factor. The Application shall be accompanied by appropriate supporting documentation, including, without limitation, any report (if publicly available) prepared by the ~~City of Pacifica's~~ rate consultant regarding maximum rates in the ~~City of Pacifica~~ for such Rate Year; provided, that said report shall serve only as an informative document relating to the ~~City of Pacifica~~, and shall not necessarily be deemed relevant to determination of rates within District's service area.

step

District shall undertake an administrative review of Contractor's application for accuracy and consistency with the methodology set forth in Exhibit "E". Within thirty (30) days after Contractor's submittal, District shall notify Contractor in writing of any factual or calculation discrepancies in the Application that District has identified, and Contractor shall have the opportunity to revise the Application based thereon within thirty (30) days of receipt by Contractor of District's description of the discrepancies. District shall use its best efforts, subject to the requirements of law, to enact the proposed maximum rates to take effect as of January 1 of the Rate Year following the year in which the Application was submitted.

Rate Year Start Date	Method To Determine Rates for Such Rate Year	Application Submittal Date
January 1, 2016	Index-Based	October 1, 2015
January 1, 2017	Cost-Based	September 1, 2016
January 1, 2018	Index-Based	October 1, 2017
January 1, 2019	Index-Based	October 1, 2018
January 1, 2020	Cost-Based	September 1, 2019
January 1, 2021	Index-Based	October 1, 2020
January 1, 2022	Index-Based	October 1, 2021

* Applicable only if contract extended.

Granada Community Services District

RY 2017 Rate Adjustment Factor 5.76%

Proposed Maximum Rates Effective 1/1/18

RESIDENTIAL SERVICE

	<u>2017 Rates</u>	<u>2018 Rates</u>
1. Weekly collection, single container placed in front of premises, wet and dry garbage ("first can service") in wheeled carts -		
a. Container limits: Volume - 20 gals (3/10 cu yd), up to 40 lbs - per month:	\$17.86	\$18.89
b. Container limits: Volume - 32 gals (1/4 cu yd), up to 60 lbs - per month:	\$22.02	\$23.29
c. Container limits: Volume - 64 gals (1/2 cu yd), up to 100 lbs - per month:	\$72.17	\$76.33
2. Special Services (in addition to base charges above) -		
a. Container placed at side or rear of dwelling - per container:	\$5.81	\$6.14
b. Container not placed at specified collection point and return call required - per container:	\$14.11	\$14.92
c. Extra 30 gal bag with collection (excludes 20 gal cart service) - per bag:	\$7.48	\$7.91
d. Special collections combined with regular service, including collections for brush, yard clippings, boxes, etc.:	Estimate	Estimate
3. Bulky goods drop-off service four times per year within GCSD service limits including greenwaste:	Included	Included
4. Weekly commingled recyclable materials collection (64 gal wheeled cart):	Included	Included
* 5. Every other week greenwaste (yard trimmings, etc.) collection, limited to one 96 gal wheeled cart, and one (1) customer provided 30 gal container:	Included	Included
6. Bulky goods curbside collection service, limited to four (4) times per year: (Each pick up limited to one (1) item up to 200 lbs or five (5) - 30 gal bags)	Included	Included
7. Dropoff at Recycling yard in Pacifica of motor oil, latex paint, unpainted lumber, large pieces of metal, styrofoam, e-waste, large appliances, furniture, mattresses, large amounts of recyclable materials:	Included	Included
8. Christmas tree pick up thru January 31st:	Included	Included
a. Christmas tree pick up after January 31st - per tree:	\$22.12	\$23.39

MULTI-FAMILY. COMMERCIAL AND INDUSTRIAL SERVICE

1. Service to restaurants, hotels, cafes, apartments, stores and similar places of business, factories, schools and institutions: Wet and dry garbage - Container limits: Volume - 30 gals (1/4 cu yd), up to 75 lbs -		
a. Regular collections -		
One (1) - 32 gal collection - once per week:	\$33.94	\$35.89
One (1) - 64 gal collection - once per week:	\$108.21	\$114.44
One (1) - 96 gal collection - once per week:	\$178.10	\$188.36
b. Additional 64 or 96 gal commercial carts picked up more than once per week - will be original charge times the number of pickups:	Will Vary	Will Vary

Multi-family, Commercial and Industrial Service (continued)

2. Commercial Container Rental -		
a. 1 cubic yard box - per collection:	\$47.73	\$50.48
b. 2 cubic yard box - per collection:	\$61.90	\$65.47
3. Commercial Container Collections -		
a. 1 cubic yard box - per collection:	\$42.75	\$45.21
b. 2 cubic yard box - per collection:	\$85.05	\$89.95
4. Compacted Commercial Container Service -		
a. 1 cubic yard box - per collection:	\$82.02	\$86.74
b. 2 cubic yard box - per collection:	\$165.66	\$175.20
5. Recyclable material collection up to five times per week:	* Included	Included

DEBRIS BOX SERVICE

1. Seven (7), fourteen (14), twenty (20) and thirty (30) yard containers -		
a. Container rental, delivery, and pickup charge:	\$315.21	\$333.37
b. \$7.85 per ton confirmed by disposal site weight slip:	Will Vary	Will Vary

SPECIAL PROVISIONS

1. Financial hardship rate for weekly collection for single container placed in front of premises, wet and dry garbage 32 gal can (PGE Care Program-15% reduction):	\$18.72	\$19.80
2. Administrative charge for placement of delinquent accounts on County property tax roll - per account:	\$55.13	\$58.31
3. Charge to photocopy, fax, or scan documents - 1st page:	\$2.17	\$2.29
Each additional page:	\$0.54	\$0.57

COMMERCIAL COMPOSTING RATES

1. Commercial Container Rental -		
a. 1 cubic yard box - per collection:	\$47.63	\$50.48
b. 2 cubic yard box - per collection:	\$61.90	\$65.47
2. Commercial Composting Container Collections -		
a. 1 cubic yard box - per collection:	\$75.62	\$79.97
b. 2 cubic yard box - per collection:	\$98.06	\$103.70

* Corrections made by GCSD



GRANADA COMMUNITY SERVICES DISTRICT

Board of Directors
Jim Blanchard, President
Leonard Woren, Vice President
Matthew Clark, Director
Barbara Dye, Director
David Seaton, Director

NOTICE OF PUBLIC HEARING REGARDING PROPOSED RATE INCREASES FOR SOLID WASTE AND RECYCLING COLLECTION SERVICES PROVIDED BY RECOLOGY OF THE COAST

Dear Property Owner/Tenant:

Pursuant to the requirements of Proposition 218 (now Article XIID of the California Constitution) and related implementing statutes, NOTICE IS HEREBY GIVEN that a public hearing will be held by the Board of Directors of the Granada Community Services District on the date and at the time and place specified below to consider rate increases in solid waste and recycling collection services requested by Recology of the Coast. At the hearing, all written protests and other comments of persons interested in the subject matter will be considered.

The attached rate schedule reflects the proposed rate increases, which if approved, will take effect on January 1, 2018. The rate increases are based on alternating year formulas, beginning in 2018 with an Actual Cost-Based Formula and then a Cost of Living Index-Based Formula in 2019 and alternating thereafter. The Actual Cost-Based Formula for 2018 results in a 5.76% increase over the 2017 rates. Rate increases based on such formulas are allowed by law; however, the increases in the rate schedule after December 31, 2022 are contingent on GCSO approval via a new Proposition 218 process.

**Notice of Public Hearing
Regarding Proposed Increase in Rates for
Solid Waste and Recycling Collection Services
by Recology of the Coast**

A public hearing on proposed increases in Recology of the Coast Solid Waste and Recycling Collection Fees and Charges will be held by the Granada Community Services District Board of Directors on:

Date: Thursday, December 14, 2017

Time: 7:30 p.m.

Place: 504 Avenue Alhambra, Third Floor, El Granada, CA (in the Harbor Vista building)

This notice is being sent to the refuse service billing address. This notice also describes below how to file a protest regarding the proposed rate increases. All property owners/tenants and other interested parties are invited to attend the public hearing and be heard on the proposed increase in rates.

Protest Procedures:

At the Public Hearing noticed above, the Granada Community Services District Board of Directors will consider public comment as well as written protests by ratepayers and property owners against the proposed increase in solid waste and recycling collection fees and charges. Any person may appear at the public hearing and be heard on any matter related to the proposed increase in rates (including but not limited to the First Amendment to the Franchise Agreement).

Any written protest must be signed by the property owner or the customer responsible for payment of the charges and it must include the service address or assessor's parcel number (APN). To submit a protest, it must be received by 5:00 p.m. on December 14th at the Granada Community Services District office, or the written protest must be presented at the Board of Director’s meeting on December 14th prior to the close of the public hearing on the matter. If you wish to mail a written protest, please send it in a sealed envelope addressed to the Granada Community Services District, P.O. Box 335, El Granada, CA 94018; *ATTN: RECOLOGY RATE INCREASE* or present it before the close of the public hearing. Only one protest may be filed per parcel or service address.

If written protests are presented by a majority of affected property owners and/or customers prior to the close of the public hearing, the Board of Directors cannot adopt the proposed rate increases.

If you have any questions or would like to make changes to your service with Recology, please visit their website at www.recology.com or call 650-355-9000.

If you would like additional information on the proposed rate increases, please contact the District Office at (650) 726-7093 during regular business hours.

THE RATE SCHEDULE FOR THE PROPOSED RATE INCREASES IS INCLUDED WITH THIS NOTICE. The Proposed rate increases include the Granada Community Services District Franchise Fee of 2% of Gross Revenue from Recology of the Coast.

Proposed Maximum Rates Effective 1/1/18

<u>RESIDENTIAL SERVICE</u>	<u>2017</u> <u>Rates</u>	<u>2018</u> <u>Rates</u>
1. Weekly collection, single container placed in front of premises, wet and dry garbage ("first can service") in wheeled carts:		
a. Container limits: Volume - 20 gals (3/10 cu yd), up to 40 lbs - per month	\$17.86	\$18.89
b. Container limits: Volume - 32 gals (1/4 cu yd), up to 60 lbs - per month	\$22.02	\$23.29
c. Container limits: Volume - 64 gals (1/2 cu yd), up to 100 lbs - per month	\$72.17	\$76.33
2. Special Services {charges added to above, basic charges):		
a. Container placed at side or rear of dwelling - per container	\$5.81	\$6.14
b. Container not placed at specified collection point and return call required -		

per container	\$14.11	\$14.92
c. Extra 30 gal bag with collection (excludes 20 gal cart service) - per bag	\$7.48	\$7.91
d. Special collections combined with regular service, including collections for brush,yard clippings, boxes, etc.	Estimate	Estimate
3. Bulky goods drop-off service four times per year within GCSO service limits including greenwaste	Included	Included
4. Weekly commingled recyclable materials collection (64 gal wheeled cart)	Included	Included
5. Every other week greenwaste (yard trimmings, etc.) collection, limited to four (4) 30 gal containers - customer provides containers	Included	Included
6. Bulky goods curbside collection service, limited to four (4) times per year Limited to one (1) item up to 200 lbs or five (5) - 30 gal bags	Included	Included
7. Dropoff at Recycling yard in Pacifica of motor oil,latex paint, unpainted lumber, large pieces of metal,styrofoam, e-waste, large white goods, furniture, mattresses, large amounts of recyclable materials	Included	Included
8. Christmas tree pick up thru January 31st each year Included	Included	Included
a. Christmas tree pick up after January 31st - per tree	\$22.12	\$23.39

MULTI-FAMILY. COMMERCIAL AND INDUSTRIAL SERVICE

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a. Regular collections:		
One (1) - 32 gal collection - once per week	\$33.94	\$35.89
One (1) - 64 gal collection - once per week	\$108.21	\$114.44
One (1) - 96 gal collection - once per week	\$178.10	\$188.36
b. Additional 64 or 96 gal commercial carts picked up more than once per week - will be original charge times the number of pickups	Will Vary	Will Vary

Multi-family, Commercial and Industrial Service (continued)

2. Commercial Container Rental:	\$47.73	\$50.48
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b. 2 cubic yard box - per collection		
3. Commercial Container Collections:	\$42.75	\$45.21
a. 1cubic ya rd box ...: per collection	\$85.05	\$89.95
b. 2 cubic ya rd box - per collection		
4. Compacted Commercial Container Service:		
a. 1cubic ya rd box - per collection	\$82.02	\$86.74
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5. Recyclable material collection up to five times per week		

DEBRIS BOX SERVICE

1. Seven (7), fourteen (14), twenty (20) and thirty (30) yard containers:		
a. Container rental, delivery and pickup charge	\$315.21	\$333.37

b. \$7.85 per ton confirmed by disposal site weight slip	Will Vary	Will Vary
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SPECIAL PROVISIONS

1. Financial hardship rate for weekly collection for single container placed in front of premises, wet and dry garbage 32 gal can (PGE CARE PROGRAM) 15% reduction	\$18.72	\$19.80
2. Administrative charge for placement of delinquent accounts on property tax roll - per account	\$55.13	\$58.31
3. Charge to photocopy, fax or scan documents - 1st page	\$2.17	\$2.29
Each additional page	\$0.54	\$0.57

COMMERCIAL COMPOSTING RATES

1. Commercial Container Rental:		
a. 1 cubic yard box - per collection	\$47.63	\$50.48
b. 2 cubic yard box - per collection	\$61.90	\$65.47
2. Commercial Composting Container Collections:		
a. 1 cubic yard box - per collection	\$75.62	\$79.97
b. 2 cubic yard box - per collection	\$98.06	\$103.70

The rate increases from Rate Year 2018 through 2027 are based on alternating year formulas, beginning in 2018 with an Actual Cost-Based Formula and then a Cost of Living Index-Based Formula in 2019 and alternating thereafter as set forth below. The increases in the rate schedule after December 31, 2022 are contingent on GCSD approval via a new Proposition 218 process.

Rate Year Start Date	Method to Determine Rates for Such Rate Year	Application Submittal Date
January 1, 2018	Index-Based	September 1, 2017
January 1, 2019	Cost-Based	September 1, 2018
January 1, 2020	Index-Based	September 1, 2019
January 1, 2021	Index-Based	September 1, 2020
January 1, 2022	Cost-Based	September 1, 2021
*January 1, 2023	Index-Based	September 1, 2022
*January 1, 2024	Index-Based	September 1, 2023
*January 1, 2025	Cost-Based	September 1, 2024
*January 1, 2026	Index-Based	September 1, 2025
*January 1, 2027	Index-Based	September 1, 2026
* contingent on GCSD approval via a new Proposition 218 process		

The Granada Community Services District Index-Based Rate Adjustment Calculation Calculation for Determining Rate Year 2018 Costs and Rate Adjustment Factor

	RY 2017 Costs	Increase %		RY 2018 Costs
CBA Labor Costs				
Salaries and Wages	342,663	3.48% CBA		354,593
Pension Expense	36,093	6.84% CBA		38,562
Health Insurance	127,603	3.32% CBA		131,840
RSP	-	3.32% CBA		-
Subtotal - CBA Labor Costs	506,359			524,996
Non CBA Labor Costs				
Salaries and Wages	65,756	3.00% CPI-W		67,727
Pension Expense	2,256	3.00% CPI-W		2,324
Health Insurance	11,674	3.00% CPI-W		12,024
Subtotal - Non CBA Labor Costs	79,686			82,074
Workers Compensation				
CBA labor	35,283	3.34% CPI-U		36,462
Non-CBA labor	1,292	3.34% CPI-U		1,336
Subtotal - Workers Compensation	36,575			37,798
Payroll Taxes				
CBA labor	29,485	----		30,511
Non-CBA labor	6,397	----		6,588
Subtotal - Payroll Taxes	35,881			37,100
Vehicle-Related Costs				
Tires & Tubes	6,958	1.88% MVMR		7,090
Parts	34,759	1.88% MVMR		35,414
Supplies	6,166	1.88% MVMR		6,282
Taxes & Licenses	9,660	1.88% MVMR		9,841
Fines & Penalties	-	1.88% MVMR		-
Other	27,398	1.88% MVMR		27,914
Subtotal - Vehicle Related Costs	84,941			86,541
Fuel Costs	34,091	1.94% CGDP		38,257
			SB1 Transportation Tax (11/1/2017) \$ 3,506	
Organics Processing				
Total tons	-	<u>Prior Year</u> 355.25 tons	<u>Current Year</u> 358.29 tons	-
Processing	10,630	\$29.92 per ton	\$30.92 per ton	11,079
Subtotal - Organics Processing	10,630			11,079
Lease Costs				
I/C Equipment Lease	36,239			33,721
I/C Property Lease	17,008			16,323
Subtotal - Lease Costs	53,247			50,045
Other Costs				
I/C Insurance	6,986	3.34% CPI-U		7,219
Insurance Dept Fee	8,452	3.34% CPI-U		8,734

**The Granada Community Services District
Index-Based Rate Adjustment Calculation
Calculation for Determining Rate Year 2018 Costs and Rate Adjustment Factor**

	RY 2017		RY 2018
	Costs	Increase %	Costs
O/S EquipmentRent	1,288	3.34% CPI-U	1,331
O/S Facility Rent	42,352	3.34% CPI-U	43,767
Building and Facility	4,470	3.34% CPI-U	4,619
Utilities	1,230	3.34% CPI-U	1,271
Travel & Meals	542	3.34% CPI-U	560
Telephone	2,644	3.34% CPI-U	2,733
Advertising	1,731	3.34% CPI-U	1,789
Promo & Special Events	1,286	3.34% CPI-U	1,329
Donations	-	3.34% CPI-U	-
Dues & Subscriptions	1,209	3.34% CPI-U	1,249
Uniforms	2,101	3.34% CPI-U	2,172
Employee Recognition	148	3.34% CPI-U	153
Employee Training & Development	40	3.34% CPI-U	41
Billing Service	6,847	3.34% CPI-U	7,076
Office expenses	2,301	3.34% CPI-U	2,378
Postage	1,723	3.34% CPI-U	1,780
Initial Bid/Award Fee	-	3.34% CPI-U	-
Taxes - Secured Proptry	1,998	3.34% CPI-U	2,065
Taxes - Unsecured Property	2,468	3.34% CPI-U	2,550
Annual Clean-ups	-	3.34% CPI-U	-
Subcontractors/Professional Services	21,954	3.34% CPI-U	22,778
Settlement Fees	-	3.34% CPI-U	-
Safety Meetings	-	3.34% CPI-U	-
Medical expenses	654	3.34% CPI-U	675
Bad Debt	15,505	3.34% CPI-U	16,024
Bank Service Charges	3,308	3.34% CPI-U	3,419
Community Outreach	261	3.34% CPI-U	270
Regional Accounting Fees*	7,443	3.34% CPI-U	7,691
Regional Management Fees*	11,965	3.34% CPI-U	12,365
Corporate accounting*	9,110	3.34% CPI-U	9,414
IT fee*	11,652	3.34% CPI-U	12,041
Environmental compliance*	3,184	3.34% CPI-U	3,291
Human resources fee*	7,213	3.34% CPI-U	7,454
Corporate management*	9,340	3.34% CPI-U	9,652
Public relations*	1,460	3.34% CPI-U	1,509
Subtotal - Other Costs	192,865		199,311
Total Annual Cost of Operations	1,034,276		1,067,201
Calculated Profit (% Operating Ratio; i.e.	114,920		118,578
Total District Fees			
Franchise Fees	26,359		27,878
#REF!			-
#REF!			-
#REF!			-
Subtotal - District Fees	26,359	<i>reasonable</i>	27,878
Other Pass-throughs			

**The Granada Community Services District
 Index-Based Rate Adjustment Calculation
 Calculation for Determining Rate Year 2018 Costs and Rate Adjustment Factor**

	R.Y. 2017 Costs	Increase %		2017 Fee	2018 Fee	R.Y. 2018 Costs
HF&H Fees			Tons			
Other Pass-throughs - Recyclable Material Processing						
Transfer Costs	-	3.34%	1,070.84	\$7.17	\$7.41	7,935
Transport Costs	-	3.34%	1,070.84	\$24.46	\$25.28	27,068
Subtotal - Recyclable Material Processing	-					35,003
Other Pass-throughs - Disposal	142,406					145,222
Total Calculated Costs	1,317,960	A				B 1,393,881

Annual Change in Compensation (B - A) 75,921
 Annual Percentage Change in Compensation ((B - A)/ A) 5.76%

ITEM #5

GRANADA COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

To: Board of Directors

From: Chuck Duffy, General Manager

Subject: GCSD FY 2017/18 Budget Amendment for SAM IPS Force Main Repair and Replacement

Date: October 19, 2017

As shown on the attached agenda memo from SAM General Manager Beverli Marshall, the SAM Board approved the Intertie Pipeline System (IPS) Force Main Repair and Replacement at their October 9 board meeting. The Base Bid (Segments 1 and 3 of the IPS Force Main repair) came in at \$1,517,540, which is \$206,000 over the original approved budget. The Alternate Bid (Segment 2 of the IPS Force Main repair) of \$548,000 was also approved by the SAM board. The result is that SAM is requesting that we fund an additional \$179,614 for the GCSD share of the entire Base and Alternate Bid package. To that end, attached is an amended GCSD budget incorporating the increase in the SAM IPS Force Main Repair bids as approved by the SAM board, as well as an accompanying resolution of approval for the amended GCSD Budget. I recommend that your Board approve the amended GCSD budget as presented .



SEWER AUTHORITY MID-COASTSIDE

Staff Report

TO: Honorable Board of Directors

FROM: Beverli A. Marshall, General Manager

DATE: October 9, 2017

REPORT BY: Kishen Prathivadi, Engineering & Construction Contracts Manager

SUBJECT: **Award Construction Contract to the Apparent Lowest Responsive and Responsible Bidder for the Force Main Replacement Project**

Executive Summary

The purpose of this report is to recommend that the Board of Directors award a construction contract, in the amount of \$1,517,540, to K. J. Woods, the responsible bidder submitting a responsive bid with the lowest total base bid amount for the Force Main Replacement Project, Segments 1 and 3.

Fiscal Impact

The fiscal impact of awarding the base bid is \$1,517,540, which is approximately \$206,000 over the construction allocation in the maintenance project budget in the FY 2017/18 JPA General Budget (Attachment A). Staff recommends that the additional funds be drawn from the Emergency Repair Reserve, which would be replenished as part of the FY 2018/19 JPA General Budget request.

Strategic Plan Compliance

The recommendation complies with the SAM Strategic Plan's Vision, "*Complete and fund infrastructure master plan and make operational and maintenance changes to achieve zero sewer spills within the Coastside area it serves.*"

BOARD MEMBERS:	J. Blanchard	S. Boyd	D. Penrose
	D. Ruddock	K. Slater-Carter	L. Woren
ALTERNATE MEMBERS:	M. Clark	J. Harvey	B. Huber
	R. Kowalczyk	H. Rarback	

Background and Discussion/Report

As identified in the SAM 5-Year Infrastructure Plan, and as a result of the five sanitary sewer overflows (SSOs) during the 2016/17 storm season, the Board approved the design for the Force Main Replacement Project and authorized staff to advertise the notice for bids. The bid documents were developed with segments 1 and 3 as the base bid and segment 2 as a bid alternate to allow for the option to fund the replacement of all three segments if the bids came in within the project budget for those segments.

The notice to bidders was posted on SAM’s website and advertised in the Half Moon Bay Review and the Mercury News on September 6 and 13, 2017. There was a mandatory pre-bid meeting on Monday, September 18, 2017. Three apparent responsive bids were received and opened on September 29, 2017. The bidders and the respective bid amounts are shown in the following table.

Company	Base Bid (Segments 1 & 3)	Bid Alternate (Segment 2)	Total
Bay Pacific Pipelines	\$1,551,850	\$445,200	\$ 1,997,050
K.J. Woods	\$1,517,540	\$548,000	\$2,065,540
Cratus	\$1,689,788	\$469,264	\$2,159,052

All three of the base bids are above the approved maintenance project budget.

Therefore, the Board has the following three options:

1. Award the base bid to K.J. Woods, the bidder who submitted the apparent lowest **total base** bid in the amount of \$1,517,540 for the construction of segments 1 and 3.
2. Award the base bid and alternate bid to Bay Pacific Pipelines Inc., the bidder who submitted the apparent lowest **total** bidder in the amount of \$1,997,050 for construction of segments 1, 2, and 3.
3. Reject all bids as they exceed the approved maintenance project budget.

Staff Recommendation

Staff recommends that the Board award the base bid to K. J. Woods, the bidder with the lowest total base bid, and fund the amount that is over the maintenance project budget (\$206,000) from the Emergency Repair Reserve.

Staff does not recommend including the Alternate Bid (Segment 2) in the contract award at this time because it is not favorable to the Authority in that it will disqualify SAM from

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applying for funds from the Hazard Mitigation Grant (applications due by Nov 1, 2017). Staff recommends that segments 2 and 4 be bid together as a maintenance project in FY 2018/19.

Supporting Documents

- Attachment A: Infrastructure Division Budget
- Attachment B: Bid Results Table
- Attachment C: Bid documents from K.J. Woods Construction Inc.
- Attachment D: Bid documents from Bay Pacific Pipelines Inc.
- Attachment E: Bid documents from Cratus Inc.

BOARD MEMBERS:	J. Blanchard	S. Boyd	D. Penrose
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	R. Kowalczyk	H. Rarback	

INFRASTRUCTURE DIVISION

FY 2013/14 ACTUAL	FY 2014/15 ACTUAL	FY 2015/16 ACTUAL	FY 2016/17 ADOPTED	FY 2016/17 ESTIMATE	FY 2017/18 PROPOSED	CHANGE FROM FY 2016/17 ADOPTED
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EXPENDITURES

By Type:

1 Wages	-	-	-	99,800	25,343	60,831	(38,969)	-39%
2 Premium Pay	-	-	-	-	-	-	-	0%
3 Health Benefits	-	-	-	14,157	3,056	11,730	(2,427)	-17%
4 Retirement Cont.	-	-	-	11,915	1,177	4,206	(7,709)	-65%
5 Retirement Medical	-	-	-	1,105	381	915	(190)	-17%
6 Misc. Benefits	-	-	-	5,629	1,635	4,143	(1,487)	-26%
7 Legal Services	-	-	-	100	100	500	400	400%
8 Engineering Services	-	-	-	133,550	250,000	100,000	(33,550)	-25%
9 Professional Services	-	-	-	40,020	-	10,000	(30,020)	-75%
10 Prof. Memberships	-	-	-	-	-	-	-	0%
11 Printing/Advertising	-	-	-	1,000	200	500	(500)	-50%
12 Insurance Premiums	-	-	-	-	-	-	-	0%
13 Utilities	-	-	-	-	-	-	-	0%
14 Misc. Expenses	-	-	-	1,497	-	125	(1,372)	-92%
15 Travel & Training	-	-	-	2,100	-	550	(1,550)	-74%
16 Bldg & Maint Services	-	-	-	-	-	-	-	0%
17 Chemicals	-	-	-	-	-	-	-	0%
18 Permits & Licenses	-	-	-	-	-	-	-	0%
19 Supplies	-	-	-	-	-	-	-	0%
20 Equipment	-	-	-	75,000	50,000	-	(75,000)	-100%
21 Tools	-	-	-	-	-	-	-	0%
22 Infrastructure	-	512,157	1,353,921	360,200	300,200	1,311,500	951,300	264%
23	-	512,157	1,353,921	746,074	632,092	1,505,000	758,927	102%

24 Funded Positions:

25 <i>Operating Fund FTE</i>	-	-	-	0.80	0.50	0.50	(0.30)	-38%
26 <i>Other Funds FTE</i>	-	-	-	-	-	-	-	0%
27	-	-	-	0.80	0.50	0.50	(0.30)	-38%

28 REVENUE

By Type:

30 JPA Assessments	-	320,004	737,000	746,074	632,092	1,505,000	758,927	102%
31 Contract Services	-	-	-	-	-	-	-	0%
32 NDWSCP Fees	-	-	-	-	-	-	-	0%
33 Misc. Fees	-	-	-	-	-	-	-	0%
34 Interest Earnings	-	-	-	-	-	-	-	0%
35 Misc. Revenue	-	-	-	-	-	-	-	0%
36 From/(To) Reserves	-	-	500,000	-	-	-	-	0%
37	-	320,004	1,237,000	746,074	632,092	1,505,000	758,927	102%

By Agency:

39 Half Moon Bay	-	156,480	366,289	378,026	320,471	785,610	407,584	108%
40 Granada CSD	-	100,164	210,045	214,338	181,410	394,310	179,972	84%
41 Montara WSD	-	63,360	160,666	153,710	130,211	325,080	171,370	111%
42	-	320,004	737,000	746,074	632,092	1,505,000	758,926	102%

BID RESULTS- FORCE MAIN REPLACEMENT PROJECT - SEPTEMBER 29, 2017 @ 2PM

Company	Base Bid	Bid Alternate	Total	Sub Contractor
Bay Pacific Pipelines	1,552,250	445,200	1,997,450	Northern Pacific Drilling
Corrected value	1,551,850	445,200	1,997,050	
K J Woods	1,518,000	548,000	2,066,000	Northern Pacific Drilling
Corrected value	1,517,540	548,000	2,065,540	
Cratus	1,689,788	469,264	2,159,052	Northern Pacific Drilling

Note: Corrected value is due to error in addition

00 41 00 BID FORM

ARTICLE 1 - BID SCHEDULE

The undersigned, as Bidder, declares that he has thoroughly examined all the Contract Documents herein contained, and he proposes and agrees, if this Bid is accepted, that he will Contract with the Authority in the form of the Contract herein contained to provide all the necessary machinery, tools, apparatus and other means of construction to: furnish all materials; provide superintendence, overhead expenses and all labor and expenses of whatever nature necessary; complete the FORCE MAIN REPLACEMENT Project, in conformance with the Drawings, the Specifications, and the other Contract Documents, or reasonably implied thereby, or as necessary to complete the work in the manner and within the time required by the Contract Documents, and according to the requirements and to the reasonable satisfaction of the Authority; pay all charges of freight, transportation and hauling; to indemnify the Authority against any loss or damage arising from any act of the undersigned as Contractor; and take in full payment therefor the sum set forth in its bid.

Below is the BASE BID schedule. The Authority plans to award the construction contract to include the BASE BID. Additional work referred to herein as BID ALTERNATIVE 1, will be awarded if the sum of the BASE BID and BID ALTERNATIVE 1 are favorable to the Authority. The BASE BID includes all work described herein and shown on the plans for replacement of the existing Force Main between:

- Station 17+50 (Drawing C001) and Station 39+38 (Drawing C005) and,
- Station 51+10 (Drawing C008) and Station 74+45 (Drawing C012)

Refer to Section C, paragraph "Award of Contract" for the basis of award.

Item	Qty.	Unit	Bid Item	BASE BID Price (\$)
1	1	LS	Mobilization	60,000.00
2	1	LS	Sheeting Shoring and Bracing	90,000.00
3	1	LS	Install temporary 12-inch diameter by-pass piping	80,000.00
4	2574	LF	Remove existing 14-inch diameter DI FM	25,740.00
5	2574	LF	Install new 16-inch O.D. 14-inch I.D. HDPE FM (direct bury)	772,200.00

SPECIFICATIONS

FORCE MAIN REPLACEMENT PROJECT

6	1960	LF	Install new 16-inch O.D. 14-inch I.D. HDPE FM (horizontal directional drill)	470,000.00
7	2	EA	Install blow-off assemblies	12,000.00
8	1	LS	Demobilization	7,600.00
TOTAL BASE BID PRICE:				\$1,518,000.00

BID ALTERNATIVE 1 is in addition to the BASE BID. The work is described herein and shown on the drawings and includes replacement of the existing Force Main between Station 39+38 (Drawing C005) and Station 51+10 (Drawing C008).

Item	Qty.	Unit	Bid Item	BID ALTERNATIVE 1 Price (\$)
A1	1	LS	Sheeting Shoring and Bracing	60,000.00
A2	1	LS	Install temporary 12-inch diameter by-pass piping	60,220.00
A3	1172	LF	Remove existing 14-inch diameter DI FM	29,300.00
A4	1172	LF	Install new 16-inch O.D. 14-inch I.D. HDPE FM (direct bury)	398,480.00
TOTAL BID ALTERNATIVE 1 PRICE:				\$548,000.00

By my initials here KW, I acknowledge I have received the Addenda listed below:

Addendum No. 1,

Addendum No. 2,

Addendum No. _____,

If this Bid is accepted by the Authority and the Contract is entered into by and between the Authority and the undersigned, the undersigned agrees to so plan the work and prosecute it with such diligence that all of the work shall be completed in the time required

GRANADA COMMUNITY SERVICES DISTRICT
FISCAL YEAR 2017/18 SEWER DISTRICT BUDGET

<u>SEWER - OPERATING REVENUES</u>	FY 2017/18 Budget
1 . Property Tax Allocation-Sewer split between sewer and parks)	\$200,000
2 . Annual Sewer Service Charges	\$ 1,282,000
3 . Reim. from A.D. - Salary and Overhead	\$30,000
4 . Recology of the Coast Franchise Fee	\$32,000
5 . Miscellaneous	\$2,000
TOTAL REVENUES	\$1,546,000

Budget Revenue Assumptions:

- 1 . 3,200 ERU's of sewer service charge at \$402 per ERU
- 2 . Property Tax Revenue now allocated between Sewer and Parks and Recreation departments

GRANADA COMMUNITY SERVICES DISTRICT
FISCAL YEAR 2017/18 SEWER DISTRICT BUDGET

SEWER - EXPENDITURES

<u>SEWER - OPERATING EXPENSES</u>	FY 2017/18 Budget
1 . SAM General (Treatment and Admin.)	\$955,139
2 . SAM Collections	\$239,954
3 . Lateral Repairs	\$40,000
4 . CCTV	\$20,000
5 . Pet Waste Stations	\$1,000
6 . Plant Shortfall Debt Service (COP)	\$0
Sub-Total Operations Expenditures	\$1,256,093

<u>SEWER - ADMINISTRATIVE OPERATING EXPENSES</u>	FY 2017/18 Budget
1 . Accounting	\$30,000
2 . Auditing	\$15,000
3 . Copier Lease	\$7,500
4 . Directors' Compensation	\$11,000
5 . Education & Travel Reimbursement	\$2,000
6 . Employee Salaries	\$150,000
7 . Employee Medical, Payroll Taxes, and Retirement	\$60,000
8 . Engineering Services (General)	\$20,000
9 . Insurance	\$6,000
10 . Legal Services	\$65,000
11 . Memberships	\$9,000
12 . Newsletter	\$2,500
13 . Office Lease	\$52,000
14 . Office Maintenance and Repairs	\$2,500
15 . Office Supplies	\$6,000
16 . Professional Services - Other	\$65,000
17 . Publications & Notices	\$10,000
18 . Utilities	\$10,000
19 . Video Taping of Board Meetings	\$3,500
20 . Computers	\$2,000
21 . Miscellaneous	\$7,000
Sub-Total Administration Expenditures	\$536,000

SEWER - TOTAL OPERATING EXPENDITURES	\$1,792,093
SEWER - OPERATING NET TO/(FROM) RESERVES	(\$246,093)

GRANADA COMMUNITY SERVICES DISTRICT
FISCAL YEAR 2017/18 SEWER DISTRICT BUDGET

<u>SEWER - NON-OPERATING REVENUES</u>	FY 2017/18 Budget
1 . Interest on Reserves	\$28,400
2 . Connection Fees	\$47,000
3 . SAM Refund from Prior Year Allocation	\$5,000
4 . Repayment from Assessment District-Current FY	\$127,000
5 . ERAF Refund from Prior Year	\$250,000
TOTAL NON-OPERATING REVENUES	\$457,400

Budget Revenue Assumptions:

- 1 . 0.82% Interest on average yearly reserve
- 2 . 10 Connections at \$4700 per connection

SEWER - CAPITAL PROJECTS AND RESERVE FUND BALANCE

<u>SEWER - CAPITAL PROJECTS</u>	FY 2017/18 Budget
1 . Mainline System Repairs	\$10,000
2 . Medio Creek Crossing Sewer Re-alignment	\$350,000
3 . Sewer Service Charge Rate and Reserve Study	\$35,000
4 . SAM - Recycled Water Project	\$15,000
5 . SAM - Capital Maintenance/Infrastructure Budget (orig. \$394,310)*	\$573,924
TOTAL CAPITAL IMPROVEMENT PROJECTS	\$983,924

* As amended at the 10-19-2017 board meeting

SEWER - CAPITAL RESERVE FUND BALANCE

1 . Beginning Balance on July 1	\$4,326,000
2 . Capital Projects	(\$983,924)
3 . Transfer (to)/from Operating Budget	(\$246,093)
4 . Transfer (to)/from Non-Operating Revenues	\$457,400
TOTAL RESERVE AT END OF FISCAL YEAR	\$3,553,383

GRANADA COMMUNITY SERVICES DISTRICT

FISCAL YEAR 2017/18 PARKS AND RECREATION DISTRICT BUDGET

	FY 2017/18
<u>PARKS AND RECREATION - OPERATING REVENUES</u>	<u>Budget</u>
1 . Property Tax Allocation-Parks (split between sewer and parks)	\$400,000
2 . Miscellaneous	\$0
TOTAL REVENUES	\$400,000
<u>PARKS AND RECREATION - OPERATING EXPENDITURES</u>	
1 . Projects (Purchase of Impink Burnham Strip Property in 16/17)	\$100,000
2 . County staff time	\$5,000
3 . RCD	\$5,000
4 . Reimbursement to Half Moon Bay per Property Tax Agreement	\$20,000
TOTAL EXPENDITURES	\$130,000
NET TO/(FROM) PARKS AND RECREATION RESERVE	\$270,000
<u>PARKS AND RECREATION - CAPITAL RESERVE FUND</u>	
1 . Beginning Balance on July 1	\$193,800
2 . Purchase of Property	(\$130,000)
3 . Transfer (to)/from Operating Revenues	\$270,000
PARKS AND RECREATION RESERVE AT FYE	\$333,800

GRANADA COMMUNITY SERVICES DISTRICT

RESOLUTION NO. 2017- ____

**A RESOLUTION APPROVING AN AMENDMENT TO THE
GRANADA COMMUNITY SERVICES DISTRICT
FISCAL YEAR 2017/18 BUDGET**

The Board of Directors of the Granada Community Services District (“District”) finds and determines as follows:

WHEREAS, California Government Code Section 61110, subdivision (a), requires that “On or before September 1 of each year or, for districts using two one-year budgets or a biennial budget, every other year, the board of directors shall adopt a final budget that conforms to generally accepted accounting and budgeting procedures for special districts.”;

WHEREAS, following the required Public Hearing, the Granada Community Services District adopted its Fiscal Year 2017/18 Budget on July 20, 2017, which included a line item for Segments 1, 2, and 3 for the SAM IPS Force Main Replacement;

WHEREAS, on October 9, 2017, the SAM board voted to approved the lowest responsible bid and to enter into a contract with K.J. Woods for the repair and replacement of Segments 1, 2, and 3 of the IPS Force Main Replacement;

WHEREAS, SAM requested that the District provide \$179,614 as GCSD’s share of additional funding for the IPS Force Main Repair and Replacement; and,

WHEREAS, Staff recommends amending the Fiscal Year 2017/18 Budget to allocate \$179,614 of reserve funds for the IPS Force Main Repair and Replacement.

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the Granada Community Services District does hereby adopt and approve an amendment to the Fiscal Year 2017/18 Budget to allocate \$179,614 to fund the Repair and Replacement of Segments 1, 2 and 3 of the SAM IPS Force Main;

BE IT FURTHER RESOLVED, that this budget amendment shall take effect immediately upon adoption of this Resolution.

The above and foregoing Resolution was duly and regularly passed and adopted at a special meeting of the Board of Directors of the District held on the 19th day of October 2017, by the following vote:

AYES, and in favor thereof, Members:

NOES, Members:

ABSENT, Members:

ABSTAIN, Members:

Approved:

Jim Blanchard, President

Countersigned:

Delia Comito, Secretary

ITEM #6



SEWER AUTHORITY MID-COASTSIDE

Board of Directors Meeting Agenda

Regular Board Meeting 7:00 PM, Monday, October 9, 2017

SAM Administration Building, 1000 N. Cabrillo Highway, Half Moon Bay, CA 94019

1. CALL TO ORDER

- A. Roll Call
- | | |
|-------------|------------------------------|
| Chair: | Kathryn Slater-Carter (MWSD) |
| Vice-Chair: | Leonard Woren (GCSD) |
| Secretary: | Dr. Deborah Penrose (HMB) |
| Treasurer: | Scott Boyd (MWSD) |
| Director: | Jim Blanchard (GCSD) |
| Director: | Deborah Ruddock (HMB) |

2. PUBLIC COMMENT / ORAL COMMUNICATION

3. CONVENE IN CLOSED SESSION (*Items discussed in Closed Session comply with the Ralph M. Brown Act.*)

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant Exposure to Litigation Pursuant to Government Code Paragraph (2) of Subdivision (d) of Section 54956.9: (Four Cases)

B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant Exposure to Litigation Pursuant to Government Code Paragraph (2) of Subdivision (d) of Section 54956.9: (Nine Cases)

C. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Paragraph (1) of Subdivision (d) of Section 54956.9: (San Francisco Bay Regional Water Quality Control Board v. Sewer Authority Mid-Coastside, Complaint R2-2017-1024)

4. CONVENE IN OPEN SESSION (*Report Out on Closed Session Items*)

5. PUBLIC COMMENT / ORAL COMMUNICATION

6. CONSENT AGENDA (*Consent items are considered routine and will be approved / adopted by a single motion and vote unless a request for removal for discussion or explanation is received from the public or Board.*)

- A. Approve Minutes of September 25, 2017, Regular Board Meeting (**Attachment**)
- B. Approve Disbursements for October 9, 2017 (**Attachment**)

- 7. **REGULAR BUSINESS** *(The Board will discuss, seek public input, and possibly take action on the following items.)*
 - A. Award Construction Contract to the Apparent Lowest Responsive and Responsible Bidder for the Force Main Replacement Project (**Attachment**)
 - B. Award Contract in the Amount of \$30,378 to Blacoh Industries for the Surge Tank Replacement Project (**Attachment**)
- 8. **GENERAL MANAGER'S REPORT**
- 9. **ATTORNEY'S REPORT**
- 10. **DIRECTORS' REPORT**
- 11. **TOPICS FOR FUTURE BOARD CONSIDERATION** (**Attachment**)
- 12. **ADJOURNMENT**
 - Upcoming Regular Board Meetings: October 23 and November 13, 2017
 - Upcoming Board Strategic Plan Workshop: November 11, 2017

The meeting will end by 9:00 p.m. unless extended by board vote.

INFORMATION FOR THE PUBLIC

This agenda contains a brief description of each item to be considered. Those wishing to address the Board on any matter not listed on the Agenda, but within the jurisdiction of the Board, may do so during the Public Comment section of the Agenda and will have a maximum of three minutes to discuss their item. Those wishing to speak on a matter listed on the Agenda will be called forward at the appropriate time.

Any writing that is a public record and relates to an agenda item for an open session of a regular meeting, that is distributed to the Board less than 72 hours prior to the meeting, is available for public inspection, during normal business hours, at the Authority's office.

Board meetings are accessible to people with disabilities. Upon request, this agenda will be made available in appropriate alternative formats to persons with a disability. In compliance with the Americans with Disabilities Act, special assistance for participation in this meeting can be obtained by contacting Kathy Matthews at (650) 726-0124. Request for a disability-related modification or an accommodation in order to participate in the public meeting must be made at least two working days in advance of the meeting.



SEWER AUTHORITY MID-COASTSIDE

Staff Report

TO: Honorable Board of Directors
FROM: Beverli A. Marshall, General Manager
REPORT BY: Kathy Matthews, Supervisor of Administrative Services
SUBJECT: **Approve Minutes of September 25, 2017 Regular Board Meeting**

Staff Recommendation

Staff recommends that the Board of Directors approve the minutes for the September 25, 2017, Regular Board Meeting.

Fiscal Impact

There is no fiscal impact from this report.

Background and Discussion/Report

Attached are the minutes for the September 25, 2017, regular Board meeting for review and approval.

Supporting Documents

Attachment A: Minutes of the September 25, 2017 Regular Board Meeting

BOARD MEMBERS:	J. Blanchard	S. Boyd	D. Penrose
	D. Ruddock	K. Slater-Carter	L. Woren
ALTERNATE MEMBERS:	M. Clark	J. Harvey	B. Huber
	R. Kowalczyk ³	H. Rarback	

MINUTES
SAM BOARD OF DIRECTORS MEETING
September 25, 2017

1. CALL TO ORDER

Chair Slater-Carter called the meeting to order at 7:00 p.m. at the SAM Administration Building, located at 1000 N. Cabrillo Highway, Half Moon Bay, CA 94019

A. Roll Call

Directors Ruddock, Blanchard, Woren, Huber (for Slater Carter), Penrose, and Boyd were present. Also present were General Manager Marshall, General Counsel Nelson, and Engineering & Construction Contracts Manager Prathivadi.

2. PUBLIC COMMENT/ORAL COMMUNICATION - NONE

3. CONVENE IN CLOSED SESSION (*Items discussed in Closed Session comply with the Ralph M. Brown Act.*)

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant Exposure to Litigation Pursuant to Government Code Paragraph (2) of Subdivision (d) of Section 54956.9: (Four Cases)

B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Paragraph (1) of Subdivision (d) of Section 54956.9: (San Francisco Bay Regional Quality Control Board v. Sewer Authority Mid-Coastside, Complaint R2-2017-1024)

C. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Paragraph (1) of Subdivision (d) of Section 54959.9: (Half Moon Bay v. Granada CSD, Montara WSD & Sewer Authority Mid-Coastside)

The Board went into closed session at 7:02 p.m.

4. CONVENE IN OPEN SESSION (*Report Out on Closed Session Items*)

The Board reconvened into open session at 7:30 p.m. Vice-Chair Woren reported that there was no reportable action.

5. PUBLIC COMMENT/ORAL COMMUNICATION

6. CONSENT AGENDA (*Consent items are considered routine and will be approved / adopted by a single motion and vote unless a request for removal for discussion or explanation is received from the public or Board.*)

Minutes
SAM Regular Board Meeting
September 25, 2017

- A. Approve Minutes of July 24, 2017 August 14, 2017, and August 28, 2017 Regular Board Meetings.
- C. Receive Monthly Financial Report for Period Ending August 30, 2017
- D. Authorize Participation in San Mateo County Resource Conservation District's First Flush Program for FY 2017/18 and 2018/19 and Payment of \$32,000
- E. Cancel the November 27 and December 25, 2017 Regular Board Meetings Due to Proximity to SAM Holidays

Director Ruddock requested that Item B – Disbursements for September 25, 2017, be pulled for further discussion.

Following a brief discussion, Director Boyd moved and Director Blanchard seconded the motion to approve consent agenda items A, C, D and E as presented.

Boyd/Blanchard/8 Ayes/0 Noes. The motion passed.

- B. Approve Disbursements for September 25, 2017

Following a brief discussion, Director Boyd moved and Director Ruddock seconded the motion to approved agenda item B.

Boyd/Ruddock/8 Ayes/0 Noes. The motion passed.

7. OLD BUSINESS *(The Board will discuss, seek public input, and possibly take action to approve the following items.)*

- A. Amend the Contract with Bold, Polisner, Maddow, Nelson & Judson for Legal Services to Increase the Authorized Amount by \$100,000 for a Total Contract Amount Not to Exceed \$190,000

General Counsel Nelson excused himself from the discussion. General Manager Marshall reviewed the staff report and recommended that the Board authorize her to amend the contract with Bold, Polisner, Maddow, Nelson & Judson for legal services to increase the authorized amount by \$100,000, not to exceed a total contract amount of \$190,000. A discussion ensued. Following discussion, Director Boyd moved and Director Penrose seconded the motion to amend the contract with Bold, Polisner, Maddow, Nelson & Judson for legal services to increase the amount by \$100,000 for a total contract amount of \$190,000 and limit the use of additional funds for general legal advice and work related to administrative civil liability complaints. None of the additional funds are to be used for SAM's participation in the lawsuit between the City of Half Moon Bay, Granada Community Services District, and Montara Water and Sanitary District.

Boyd/Penrose/8 Ayes/0 Noes. The motion passed.

Director Ruddock requested that Director Boyd email her a copy of his motion.

After General Counsel Nelson returned, Director Boyd advised him that the amendment was approved, but that the approval did not include any funding for the lawsuit, and further that if Counsel believed it would be necessary to undertake efforts in the lawsuit on SAM's behalf, he should bring it to the SAM Board for discussion.

- B. Discuss Retention of Special Counsel to Advise SAM Regarding Proposed General Counsel Contract Amendment and Provide Direction to Staff

The Board determined that this agenda item was moot based on the action taken on agenda item 7A.

8. NEW BUSINESS *(The Board will discuss, seek public input, and possibly take action to approve the following items.)*

- A. Discuss and Consider Approving Proposed Purchasing Policy

General Manager Marshall reviewed the staff report and recommended that the Board adopt the proposed purchasing policy to replace the policy previously amended on May 21, 2012. A discussion ensued. Vice-Chair Woren requested that a sheet with detail for all credit card purchases be included in the Agenda packet. Director Boyd requested adding a summary table to the policy succinctly stating the respective monetary limits on authority. Following discussion, Director Penrose moved to adopt the proposed purchasing policy to replace the policy previously amended on May 21, 2012. Director Boyd seconded the motion with the understanding that the Board is asking that a summary table be included in the policy.

Penrose/Boyd/8 Ayes/0 Noes. The motion passed.

- B. Discuss Order of Business for Regular Board Meetings and Adopt Resolution 14-2017 Accepting the Changes and Superseding Resolution 7-2017

Following a brief discussion, Director Ruddock moved and Director Penrose seconded the motion to adopt Resolution 14-2017 accepting the changes and superseding Resolution 7-2017

Ruddock/Penrose/8 Ayes/0 Noes. The motion passed

9. GENERAL MANAGER'S REPORT

- A. Receive Managers Report for August 2017

The Board accepted the General Manager's written report.

B. E-mail from Sabrina Brennan Regarding Resist Density Flyer

General Manager Marshall reviewed the email from Sabrina Brennan. Following a discussion, no Board action was taken. Staff was given direction on how to handle similar requests in the future.

10. ATTORNEY'S REPORT

General Counsel Nelson informed the Board that the Legislative season is coming to an end.

11. DIRECTOR'S REPORT - NONE

12. TOPICS FOR FUTURE BOARD CONSIDERATION

Director Ruddock requested a report on winter preparations.

13. ADJOURNMENT

Vice-Chair Woren adjourned the meeting at 8:28 p.m.

Respectfully Submitted,

Approved By:

Kathy Matthews
Recording Secretary

Board Secretary



SEWER AUTHORITY MID-COASTSIDE

Staff Report

TO: Honorable Board of Directors
FROM: Beverli A. Marshall, General Manager
SUBJECT: **Monthly Manager's Report – August 2017**

Staff Recommendation

Staff recommends that the Board receive the Monthly Manager's Report for August 2017.

Fiscal Impact

There is no fiscal impact from this report.

Strategic Plan Compliance

The recommendation complies with the SAM Strategic Plan's Goal 5.5: "Operations and maintenance should be proactively planned, and the Board shall be kept up to date on progress on operations and maintenance issues."

Background and Discussion/Report

The following data is presented for the month of August 2017.

Key Indicators of Performance

NPDES Permit Violations: 0
Accidents, Injuries, etc.: 0
Reportable Spills Cat 1: 0
Reportable Spills Cat 2: 0
Reportable Spills Cat 3: 0

Flow Report (See Attachment A)

Half Moon Bay	0.697	57.7%
Granada CSD	0.284	23.5%
Montara W&SD	<u>0.226</u>	<u>18.7%</u>
Total	1.207	100%

Administration

There were four Board Meetings in the month of August (7th, 14th, 21st, and 28th) 2017.
There were no requests for public records during the month of August.

BOARD MEMBERS:	J. Blanchard	S. Boyd	D. Penrose
	D. Ruddock	K. Slater-Carter	L. Woren
ALTERNATE MEMBERS:	M. Clark	J. Harvey	B. Huber
	R. Kowalczyk⁹⁹	H. Rarback	

There were seven media articles during the month of August referencing the Sewer Authority Mid-Coastside or sewer-related issues: “HMB Balks As Sewer Budget Battle Continues”, August 2, 2017, Half Moon Bay Review; “Still No Sewer Budget”, August 9, 2017, Half Moon Bay Review; “Sewer Authority Still Operates Without A Budget”, August 17, 2017, Half Moon Bay Review; “Consolidate Districts Now”, August 23, 2017, Half Moon Bay Review; “State Fines SAM \$522,000 for March Sewer Spill”, August 24, 2017, Half Moon Bay Review; “SAM Fine Does Not Flush Away All Our Troubles”, August 30, 2017, Half Moon Bay Review; and, “SAM Continues ‘Business As Usual’ Operation”, August 30, 2017, Half Moon Bay Review.

There were no work-related accidents, injuries, or illnesses resulting in lost time in August. Staff has worked since March 10, 2011, without a lost time incident (2,366 days).

There were two employee anniversaries in the month of August – Susan Turbay, Administrative Assistant, 10 years of service, and Keith Harvey, Collection Maintenance Worker II, three years of service.

Operations & Maintenance

During the month of August systems functioned well at the plant. Below is a summary of things that occurred during the month of August.

August was a relatively uneventful month for us, mostly keeping up with the day to day tasks, and working to schedule some lingering projects.

We are still scheduled to have some work done on the new Bisulfite tank regarding confusion between the heating element manufacturer and the tank supplier, the supplier is in direct contact with our electrical / instrumentation contractor and they are in the process of sorting it out so that it is fully functional. It is installed and can take product so on that end it is fine.

On August 9th Global Diving and Salvage inspected our outfall line. All went well with the inspection and no repairs were necessary as a result of this inspection.

We had a meeting with Calcon was to discuss the chemical control panel project that is in the works and the associated chemical pumps. Initial work on this project is expected to start soon.

We completed the quarterly Bio-assay for NPDES compliance testing which we passed with a TUa value of 0.41 or a 95% survival rate

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	R. Kowalczyk ¹⁰⁰	H. Rarback	

Alex Rodriguez and Tony Young both attended an SSO workshop and volume estimation training In San Ramone that was put on by DFK solutions.

Tony Young successfully completed his class “B” driving test so we now have an additional driver for the large cleaning vehicle and emergency response

Calcon started the annual electrical maintenance in the treatment facility and will be working their way through all the equipment, we will have a full report on their finding when the task is completed.

The wet well was cleaned out at Portola pump station towards the end of the month, as this is a confined space it took the majority of our staff to be there to be able to complete the task in a safe manner.

Operations at the Portola pump station are still modified at this time in that staff is using the wet weather flow storage basin as a modified EQ basin to reduce stress on sections of the IPS that are south of Portola.

Rainfall totals were 0.12 inches at the plant, 0.14 inches at the Montara station and 0.11 inches were recorded for the El Granada area.

The NPDES Data for August 2017 is attached (Attachment B).

There were thirteen deliveries (approximately 9,400 gallons) of trucked waste discharged at the SAM plant for a total revenue of \$940.00. There were no Leachate deliveries.

Contract Collection Services

SAM cleaned approximately 64,278 feet of sewer line and responded to one districted related call out and three callouts that were determined to be a private matter. The district related call out was in the HMB service area, there was no related overflow but rather a section of line where PG & E was working and unable to get their crawler camera through the line. Mr. Barros contacted us to see if we could find anything, our crew went through the line with both a root saw and large diameter cleaning head. While we could not determine the exact cause there is a very large Cyprus tree directly over the line that could be causing an off set. This is an area where the main line is surcharged so we are unable to determine exact cause. Of the three private matters, one was in HMB, and two were in GCSD service area.

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	R. Kowalczyk¹⁰¹	H. Rarback	

The latest collection system data report is attached (Attachment C) for the Board's information. There were zero Category 1, zero Category 2, and zero Category 3 SSOs during the month of August. A collection services report for each member agency has been included for the Board's information (Attachment D).

Supporting Documents

- Attachment A: Monthly Flow Report August 2017
- Attachment B: Monthly NPDES Report August 2017
- Attachment C: Collection System Data August 2017
- Attachment D: Monthly Collection System Agency Reports August 2017
- Attachment E: Outfall Report 2017

BOARD MEMBERS:	J. Blanchard	S. Boyd	D. Penrose
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ALTERNATE MEMBERS:	M. Clark	J. Harvey	B. Huber
	R. Kowalczyk ¹⁰²	H. Rarback	

Attachment A

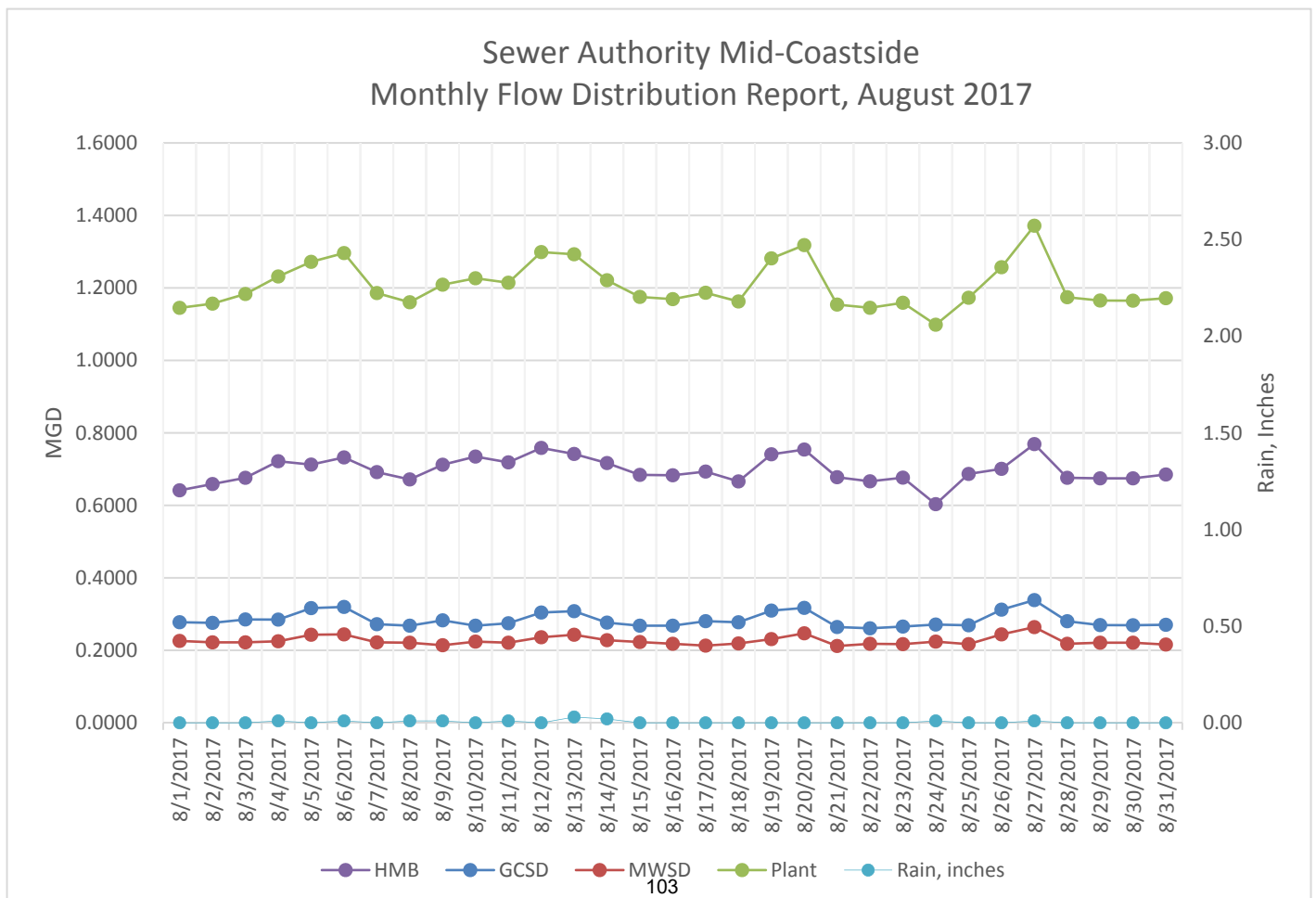
Flow Distribution Report Summary For August 2017

The daily flow report figures for the month of August 2017
have been converted to an Average

Daily Flow (ADF) for each Member Agency.
The results are attached for your review.

The summary of the ADF information is as follows:

	<u>MGD</u>	<u>%</u>
The City of Half Moon Bay	0.697	57.7%
Granada Community Services District	0.284	23.5%
Montara Water and Sanitary District	<u>0.226</u>	<u>18.7%</u>
Total	1.207	100.0%



Sewer Authority Mid-Coastside

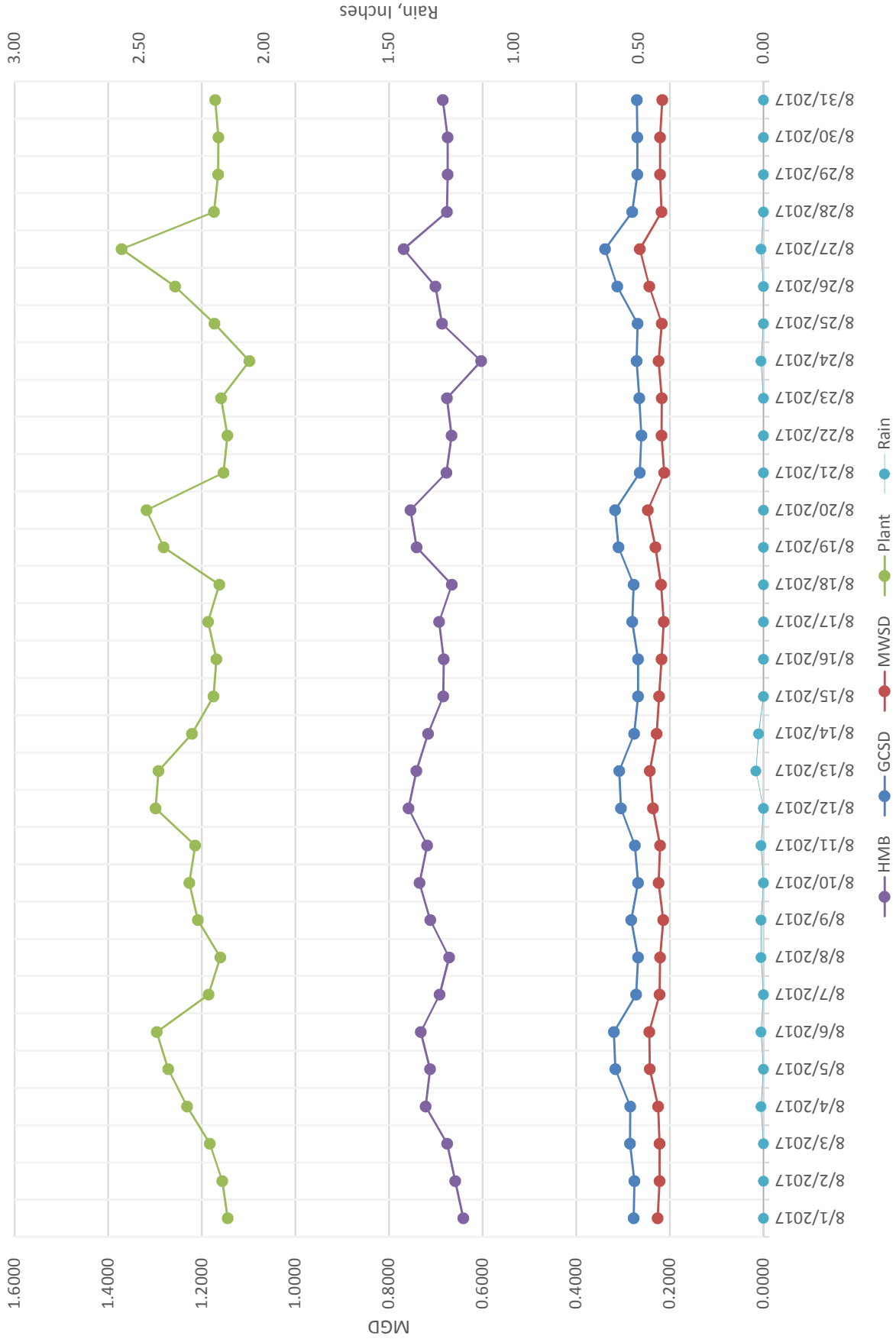
Monthly Flow Distribution Report for August 2017

<u>Date</u>	<u>HMB</u>	<u>GCSD</u>	<u>MWSD</u>	<u>Plant</u>	<u>Rain Plant</u>	<u>Rain Portola</u>	<u>Rain Montara</u>
8/1/2017	0.6415	0.2775	0.226	1.145	0.00	0.00	0.00
8/2/2017	0.6588	0.2757	0.222	1.157	0.00	0.00	0.00
8/3/2017	0.6760	0.2851	0.222	1.183	0.00	0.00	0.00
8/4/2017	0.7218	0.2847	0.225	1.232	0.01	0.01	0.00
8/5/2017	0.7125	0.3164	0.243	1.272	0.00	0.00	0.00
8/6/2017	0.7323	0.3198	0.244	1.296	0.01	0.02	0.01
8/7/2017	0.6918	0.2720	0.222	1.186	0.00	0.00	0.00
8/8/2017	0.6715	0.2679	0.221	1.160	0.01	0.00	0.00
8/9/2017	0.7121	0.2827	0.214	1.209	0.01	0.01	0.04
8/10/2017	0.7346	0.2680	0.224	1.227	0.00	0.00	0.01
8/11/2017	0.7187	0.2746	0.221	1.214	0.01	0.01	0.02
8/12/2017	0.7585	0.3043	0.236	1.299	0.00	0.00	0.00
8/13/2017	0.7418	0.3080	0.243	1.293	0.03	0.01	0.02
8/14/2017	0.7167	0.2764	0.228	1.221	0.02	0.04	0.03
8/15/2017	0.6841	0.2680	0.223	1.175	0.00	0.00	0.00
8/16/2017	0.6830	0.2680	0.218	1.169	0.00	0.00	0.00
8/17/2017	0.6932	0.2804	0.213	1.187	0.00	0.00	0.00
8/18/2017	0.6661	0.2774	0.219	1.163	0.00	0.00	0.00
8/19/2017	0.7409	0.3096	0.231	1.282	0.00	0.00	0.00
8/20/2017	0.7539	0.3172	0.247	1.318	0.00	0.00	0.00
8/21/2017	0.6776	0.2643	0.212	1.154	0.00	0.00	0.00
8/22/2017	0.6663	0.2608	0.218	1.145	0.00	0.00	0.00
8/23/2017	0.6765	0.2655	0.217	1.159	0.00	0.00	0.00
8/24/2017	0.6032	0.2711	0.224	1.098	0.01	0.01	0.01
8/25/2017	0.6867	0.2691	0.217	1.173	0.00	0.00	0.00
8/26/2017	0.7007	0.3123	0.244	1.257	0.00	0.00	0.00
8/27/2017	0.7690	0.3385	0.264	1.372	0.01	0.00	0.00
8/28/2017	0.6761	0.2802	0.218	1.174	0.00	0.00	0.00
8/29/2017	0.6746	0.2696	0.221	1.165	0.00	0.00	0.00
8/30/2017	0.6745	0.2692	0.221	1.165	0.00	0.00	0.00
8/31/2017	0.6851	0.2704	0.216	1.171	0.00	0.00	0.00
Totals	21.600	8.805	7.014	37.419	0.12	0.11	0.14

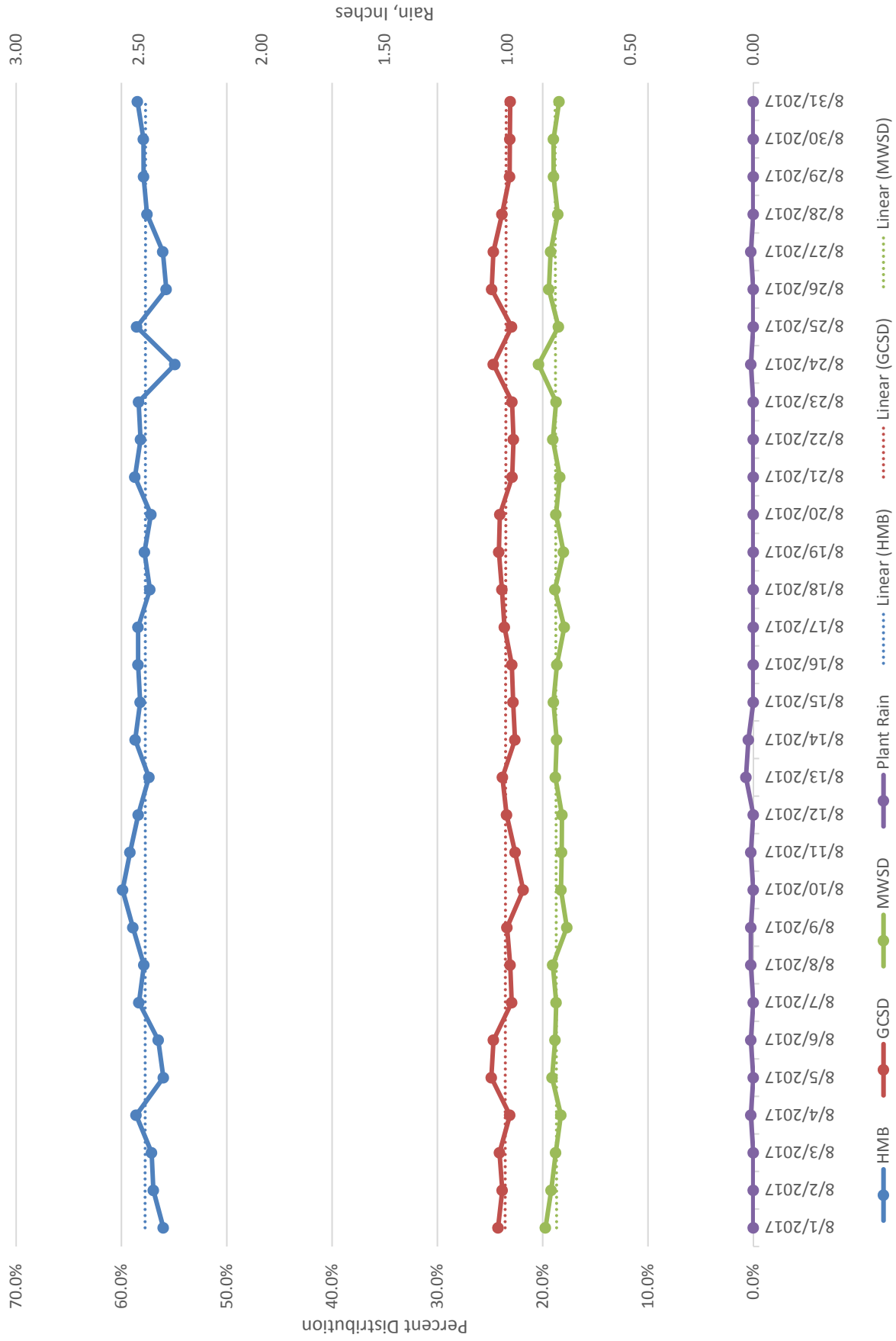
Summary

	<u>HMB</u>	<u>GCSD</u>	<u>MWSD</u>	<u>Plant</u>
Minimum	0.603	0.261	0.212	1.098
Average	0.697	0.284	0.226	1.207
Maximum	0.769	0.338	0.264	1.372
Distribution	57.7%	23.5%	18.7%	100.0%

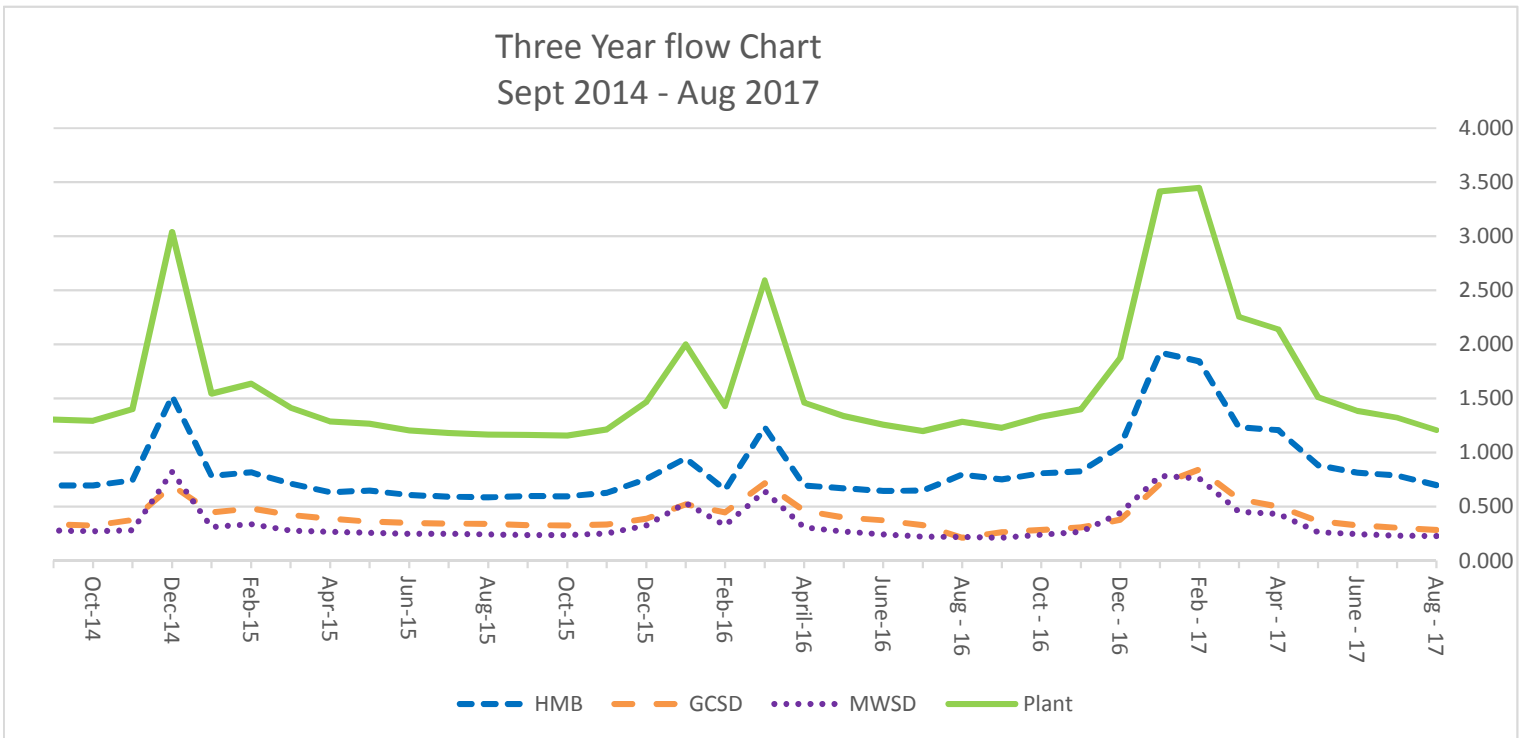
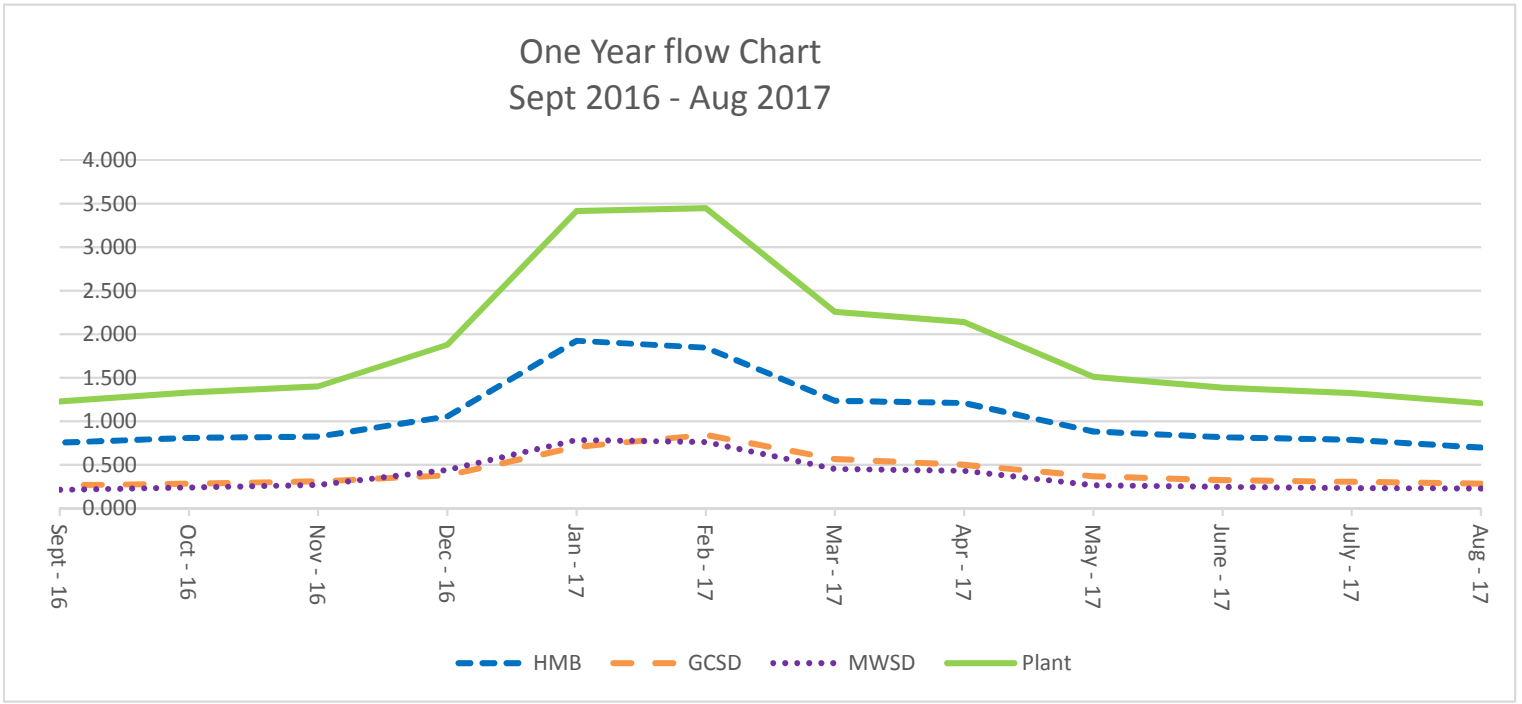
Sewer Authority Mid-Coastside Monthly Flow Distribution Report, August 2017



Percent Distribution August 2017



Most recent flow calibration December 2016 PS, November 2016 Plant



SAM E-001 August 2017

Date	Inf TSS mg/l	Eff TSS mg/l	Eff TSS Weekly Avg	TSS % Removal	Inf BOD mg/l	Eff BOD mg/l	Eff BOD Weekly Avg mg/l
8/1/2017							
8/2/2017							
8/3/2017							
8/4/2017							
8/5/2017							
8/6/2017							
8/7/2017	290	17.00		94.1%	400	22.0	
8/8/2017	283	10.60		96.3%	350	9.7	
8/9/2017							
8/10/2017							
8/11/2017							
8/12/2017			13.80				15.85
8/13/2017							
8/14/2017							
8/15/2017	297	20.00		93.3%	400	30.0	
8/16/2017	277	21.50		92.2%	390	15.0	
8/17/2017							
8/18/2017							
8/19/2017			20.75				22.50
8/20/2017	290	6.40		97.8%	370	13.0	
8/21/2017	283	19.40		93.1%	390	24.0	
8/22/2017							
8/23/2017							
8/24/2017							
8/25/2017							
8/26/2017			12.90				18.50
8/27/2017							
8/28/2017	257	16.10		93.7%	370	26.0	
8/29/2017	333	7.60		97.7%	350	18.0	
8/30/2017							
8/31/2017			11.85				22.0
Count	8	8	4	8	8	8	4
Minimum	257	6.40	11.85	92.2%	350	9.7	15.9
Average	289	14.83	14.83	94.8%	378	19.7	19.7
Maximum	333	21.50	20.75	97.8%	400	30.0	22.5
Percent Removal				85			
5 Sample Median							
High							
Low							
Daily Max							
Weekly Max			45				45
Monthly Average		30				30	

SAM E-001 August 2017

Date	BOD % Removal	Eff Settleeable Matter mg/l	Eff Settleeable Matter Weekly Avg mg/l	Eff Turbidity NTU	Eff Turbidity Weekly Avg NTU	Chlorine Residual Day Max
8/1/2017						0.00
8/2/2017						0.00
8/3/2017						0.00
8/4/2017						0.00
8/5/2017						0.00
8/6/2017						0.00
8/7/2017	94.5%	0.1		9.8		0.00
8/8/2017	97.2%	0.1		7.48		0.00
8/9/2017						0.00
8/10/2017						0.00
8/11/2017						0.00
8/12/2017			0.10		8.64	0.00
8/13/2017						0.00
8/14/2017						0.00
8/15/2017	92.5%	1.0		10.70		0.00
8/16/2017	96.2%	0.5		13.9		0.00
8/17/2017						0.00
8/18/2017						0.00
8/19/2017			0.75		12.30	0.00
8/20/2017	96.5%	0.1		4.65		0.00
8/21/2017	93.8%	0.6		10.70		0.00
8/22/2017						0.00
8/23/2017						0.00
8/24/2017						0.00
8/25/2017						0.00
8/26/2017			0.35		7.68	0.00
8/27/2017						0.00
8/28/2017	93.0%	0.1		7.77		0.00
8/29/2017	94.9%	0.3		4.92		0.00
8/30/2017						0.00
8/31/2017			0.20		6.35	0.00
Count	8	8	4	8	4	31
Minimum	92.5%	0.1	0.10	4.65	6.35	0.0
Average	94.8%	0.4	0.35	8.74	8.74	0.0
Maximum	97.2%	1.0	0.8	13.90	12.30	0.0
Percent Removal	85					
5 Sample Median						
High						
Low						
Daily Max				225		4.8
Weekly Max					100	
Monthly Average				75		

SAM E-001 August 2017

Date	Chlorine time Minutes	Ammonia Nitrogen Distilled mg/l	Eff pH	Eff Temp	Enterococci MPN		30 day geo mean		Eff DO mg/l	Eff DO % Saturation
8/1/2017			6.89	21.5					6.29	71.2
8/2/2017			7.04	21.6					5.94	67.1
8/3/2017			7.14	21.9					6.10	69.8
8/4/2017			7.01	21.7					6.18	70.6
8/5/2017			7.01	22.0					6.65	76.3
8/6/2017			6.85	22.2					5.81	66.8
8/7/2017			7.01	21.9					6.36	72.5
8/8/2017		23.0	7.04	22.1	<	10			6.30	73.0
8/9/2017			6.94	21.7					6.28	72.0
8/10/2017			7.13	21.4					6.24	71.2
8/11/2017			7.07	21.7					7.20	81.8
8/12/2017			7.11	21.1			<	10	6.77	75.9
8/13/2017			7.05	21.7					6.76	76.9
8/14/2017			7.10	21.4					7.12	80.8
8/15/2017			7.16	21.3					7.24	81.4
8/16/2017		18.8	7.06	21.7		20			7.18	81.6
8/17/2017			7.23	21.8					7.27	82.8
8/18/2017			7.17	22.0					7.17	82.0
8/19/2017			7.18	22.1					7.05	80.7
8/20/2017			7.17	22.0					6.28	72.5
8/21/2017		19.0	7.20	22.1	<	10			6.94	79.2
8/22/2017			7.22	22.2					6.36	73.1
8/23/2017			7.17	22.5					7.10	81.9
8/24/2017			7.34	22.1					7.18	82.2
8/25/2017			7.07	21.6					6.84	77.6
8/26/2017			7.18	21.9					6.83	77.9
8/27/2017			7.13	21.4					7.02	79.5
8/28/2017			7.24	21.9					7.32	83.4
8/29/2017		23.3	7.25	22.1	<	10			7.07	80.7
8/30/2017			7.22	21.3					7.25	81.7
8/31/2017			7.23	21.7					6.83	77.4
Count	0	4	31	31		4		1	31	31
Minimum	0.00	18.8	6.85	21.1	<	10	<	10	5.81	66.8
Average	#DIV/0!	21.0	7.12	21.8	<	12.5	<	10	6.74	76.8
Maximum	0.00	23.3	7.34	22.5	<	20	<	10	7.32	83.4
Percent Removal										
5 Sample Median								2,800		
High			9							
Low			6							
Daily Max						8,300				
Weekly Max										
Monthly Average										

Sewer Authority Mid-Coastside

Monthly Collection System Activity/SSO Distribution Report, August 2017

August 2017

	Number of S.S.O.'s				
	Total	HMB	GCSD	MWSD	SAM
Roots	0	0	0	0	0
Grease	0	0	0	0	0
Mechanical	0	0	0	0	0
Wet Weather	0	0	0	0	0
Other	0	0	0	0	0
Total	0	0	0	0	0

12 Month Moving Total

	12 month rolling Number				
	Total	HMB	GCSD	MWSD	SAM
Roots	1	1	0	0	0
Grease	0	0	0	0	0
Mechanical	6	0	0	1	5
Wet Weather	2	2	0	0	0
Other	1	0	0	1	0
Total	10	3	0	2	5
		30%	0%	20%	50%

Reportable SSOs

	Reportable Number of S.S.O.'s				
	Total	HMB	GCSD	MWSD	SAM
August 2017	0	0	0	0	0
12 Month Moving Total	10	3	0	2	5

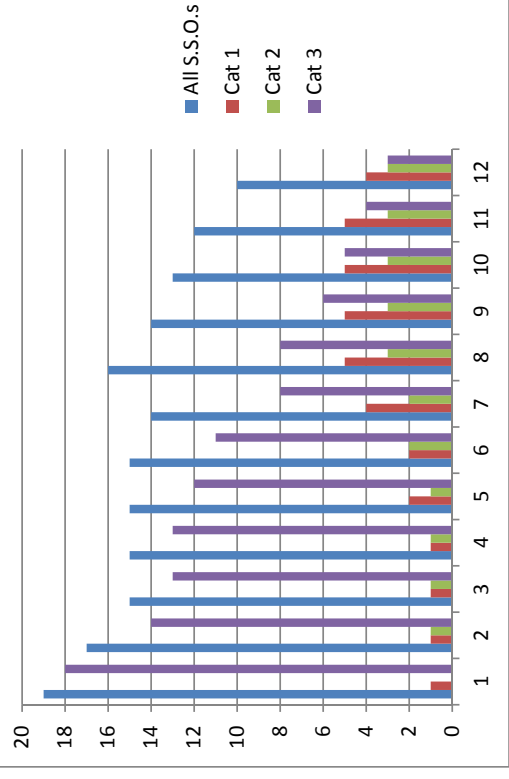
SSOs / Year / 100 Miles

	Number of S.S.O.'s /Year/100 Miles				
	Total	HMB	GCSD	MWSD	SAM
August 2017	0.0	0.0	0.0	0.0	0.0
12 Month Moving Total	9.6	8.1	0.0	7.4	68.5
Category 1	3.8	2.7	0.0	3.7	27.4
Category 2	2.9	2.7	0.0	0.0	27.4
Category 3	2.9	2.7	0.0	3.7	13.7
Miles of Sewers	104.5	37.0	33.2	27.0	7.3
		35.4%	31.8%	25.8%	7.0%

12 Month Rolling Total Sewer Cleaning Summary

Month	HMB	GCSD	MWSD	Total Feet	Total Miles
Sep - 16	13,228	35,432	11,406	60,066	11.4
Oct - 16	27,226	7,389	15,283	49,898	9.5
Nov - 16	25,535	33,638	10,436	69,609	13.2
Dec - 16	33,928	19,306	10,127	63,361	12.0
Jan - 17	16,650	16,144	11,837	44,631	8.5
Feb - 17	12,216	4,866	11,531	28,613	5.4
Mar - 17	15,347	11,667	10,133	37,147	7.0
Apr - 17	13,101	11,588	11,460	36,149	6.8
May - 17	12,044	12,483	9,547	34,074	6.5
June - 17	18,411	17,317	8,567	44,295	8.4
July - 17	28,276	20,290	6,368	54,934	10.4
Aug - 17	21,769	22,465	20,044	64,278	12.2
Annual ft	237,731	212,585	136,739	587,055	
Annual Mi.	45.0	40.3	25.9		111.2

12 Month Moving SSO Totals Through August 2017



Sewer Authority Mid-Coastside
 1000 Cabrillo Hwy N.
 Half Moon Bay, CA 94019
 (650) 726-0124
www.samcleanswater.org



A Joint Powers Authority
 Serving:
 City of Half Moon Bay
 Granada Community Services District
 Montara Water and Sanitary District

**COLLECTION SYSTEM SERVICES
 MONTHLY ACTIVITY REPORT: AUGUST 2017**

As required in the Agreement for Maintenance and Operation Services between the Sewer Authority Mid-Coastside and Granada Community Services District, the following information is provided for the month of AUGUST 2017

Basic Services

Feet of Sewer Line Cleaned:	<u>18,676 ft</u>	Manholes Inspected:	107
Feet of Hot Spot Sections Cleaned:	<u>3,789 ft</u>	Areas Unable to be Cleaned:	0
Sanitary Sewer Overflows:	<u>0</u>	Customer Service Call Responses:	<u>0</u>
Sewer Line/Manhole Failures:	<u>0</u>	Non-Emergency Repairs:	<u>0</u>
Emergency Repairs Completed:	<u>0</u>	Amount Spent on Repairs Completed:	<u>0</u>

Extended Services

Mechanic Hours:	<u>9.28</u>	Work Orders Completed:	<u>19</u>
Work Orders Incomplete:	<u>0</u>	Work Orders Total:	<u>19</u>
Annual Mechanic Hours to Date*:	<u>122.88</u>	Annual Lift Station Hours to Date*:	122.88

Administrative Services

Claims Reported to Insurance:	<u>0</u>	USA Markings Completed:	29
F.O.G. Inspections Completed:	<u>1</u>	F.O.G. Inspections Passed:	1
F.O.G. Inspections Failed:	<u>0</u>	Permit Inspections:	0

Attachments

- Annual Feet of Sewer Line Cleaning by Month-Enclosed
- Annual Feet of Hot Spot Cleaning by Month-Enclosed
- List of Sewer Line Repairs Requested and Status-None
- Sanitary Sewer Overflow Reports-None
- Customer Service Call Responses and Resolution-Enclosed
- Year-to-Date Budget vs. Actual Expenditures-Enclosed
- Hours by Lift Station-Enclosed
- List of Lift Station Repairs Requested and Status-None
- Quarterly Inventory Report-None

*- Data being collected from Sept 2016

Sewer Authority Mid-Coastside
 1000 Cabrillo Hwy N.
 Half Moon Bay, CA 94019
 (650) 726-0124
www.samcleanswater.org



A Joint Powers Authority
 Serving:
 City of Half Moon Bay
 Granada Community Services District
Montara Water and Sanitary District

**COLLECTION SYSTEM SERVICES
 MONTHLY ACTIVITY REPORT: AUGUST 2017**

As required in the Agreement for Maintenance and Operation Services between the Sewer Authority Mid-Coastside and Half Moon Bay, the following information is provided for the month of AUGUST 2017

Basic Services

Feet of Sewer Line Cleaned:	<u>18,355 ft</u>	Manholes Inspected:	94
Feet of Hot Spot Sections Cleaned:	<u>3,414 ft</u>	Areas Unable to be Cleaned:	3
Sanitary Sewer Overflows:	<u>0</u>	Customer Service Call Responses:	<u>1</u>
Sewer Line/Manhole Failures:	<u>0</u>	Non-Emergency Repairs:	<u>0</u>
Emergency Repairs Completed:	<u>0</u>	Amount Spent on Repairs Completed:	<u>0</u>

Extended Services

Mechanic Hours:	<u>26.37</u>	Work Orders Completed:	<u>64</u>
Work Orders Incomplete:	<u>0</u>	Work Orders Total:	<u>64</u>
Annual Mechanic Hours to Date*:	<u>241.84</u>	Annual Lift Station Hours to Date*:	241.84

Administrative Services

Claims Reported to Insurance:	<u>0</u>	USA Markings Completed:	68
F.O.G. Inspections Completed:	<u>3</u>	F.O.G. Inspections Passed:	3
F.O.G. Inspections Failed:	<u>0</u>	Permit Inspections:	0

Attachments

- Annual Feet of Sewer Line Cleaning by Month-Enclosed
- Annual Feet of Hot Spot Cleaning by Month-Enclosed
- List of Sewer Line Repairs Requested and Status-None
- Sanitary Sewer Overflow Reports-None
- Customer Service Call Responses and Resolution-Enclosed
- Year-to-Date Budget vs. Actual Expenditures-Enclosed
- Hours by Lift Station-Enclosed
- List of Lift Station Repairs Requested and Status-None
- Quarterly Inventory Report-None

*- Data being collected from Sept 2016



**COLLECTION SYSTEM SERVICES
 MONTHLY ACTIVITY REPORT: AUGUST 2017**

As required in the Agreement for Maintenance and Operation Services between the Sewer Authority Mid-Coastside and Montara Water and Sanitary District, the following information is provided for the month of AUGUST 2017

Basic Services

Feet of Sewer Line Cleaned:	<u>18,155 ft</u>	Manholes Inspected:	84
Feet of Hot Spot Sections Cleaned:	<u>1,889ft</u>	Areas Unable to be Cleaned:	0
Sanitary Sewer Overflows:	<u>0</u>	Customer Service Call Responses:	<u>0</u>
Sewer Line/Manhole Failures:	<u>0</u>	Non-Emergency Repairs:	<u>0</u>
Emergency Repairs Completed:	<u>0</u>	Amount Spent on Repairs Completed:	<u>0</u>

Extended Services

Mechanic Hours:	<u>75.05</u>	Work Orders Completed:	<u>276</u>
Work Orders Incomplete:	<u>0</u>	Work Orders Total:	<u>276</u>
Annual Mechanic Hours to Date*:	<u>717.25</u>	Annual Lift Station Hours to Date	717.25

Administrative Services

Claims Reported to Insurance:	<u>0</u>	USA Markings Completed:	17
F.O.G. Inspections Completed:	<u>1</u>	F.O.G. Inspections Passed:	1
F.O.G. Inspections Failed:	<u>0</u>	Permit Inspections:	0

Attachments

- Annual Feet of Sewer Line Cleaning by Month-Enclosed
- Annual Feet of Hot Spot Cleaning by Month-Enclosed
- List of Sewer Line Repairs Requested and Status-None
- Sanitary Sewer Overflow Reports-None
- Customer Service Call Responses and Resolution-Enclosed
- Year-to-Date Budget vs. Actual Expenditures-Enclosed
- Hours by Lift Station-Enclosed
- List of Lift Station Repairs Requested and Status-None
- Quarterly Inventory Report-None

*- Data being collected from Sept 2016

ITEM #7



GRANADA COMMUNITY SERVICES DISTRICT

Minutes BOARD OF DIRECTORS SPECIAL AND REGULAR MEETINGS

Thursday, September 21, 2017

CALL SPECIAL MEETING TO ORDER

The special meeting was called to order at 6:35 p.m.

ROLL CALL

President Jim Blanchard, Vice President Leonard Woren, Director Matthew Clark, and Director Barbara Dye. Director David Seaton was absent.

Staff: General Manager Chuck Duffy, District Counsel Jonathan Wittwer, and Assistant General Manager Delia Comito.

GENERAL PUBLIC PARTICIPATION

None.

ADJOURN TO CLOSED SESSION

ACTION AGENDA

1. Consideration of Appointing Real Property Negotiator.

District's Negotiator: Chuck Duffy.

Negotiating parties: Half Moon Bay Fire Protection District and Granada Community Services District.

Property under negotiation: Vacant Land with no address located at Obispo Road and Avenue Portola, El Granada, California. (APN 047-261-030)

ADJOURN TO CLOSED SESSION

2. Conference with Real Property Negotiator (Government Code Section 54956.8).

District's Negotiator: Chuck Duffy.

Negotiating parties: Half Moon Bay Fire Protection District and Granada Community Services District.

Property under negotiation: Vacant Land with no address located at Obispo Road and Avenue Portola, El Granada, California. (APN 047-261-030)

Under negotiation: Instruction to negotiator will concern price and terms.

3. Conference Involving A Joint Powers Agency – Sewer Authority Mid-Coastside (Government Code Section 54956.96):

A. Conference with Legal Counsel – Anticipated Litigation

Significant Exposure to Litigation Pursuant to Government Code Paragraph (2) of Subdivision (d) of Section 54956.9: (Five Cases)

B. Conference with Legal Counsel – Existing Litigation

Pursuant to Government Code Paragraph (1) of Subdivision (d) of Section 54956.9: Half Moon Bay v. Granada CSD, Montara WSD & Sewer Authority
Mid-Coastside

Granada Community Services District representatives on joint powers agency board: Leonard Woren, Vice-Chair and Jim Blanchard, Director.

RECONVENE TO OPEN SESSION

There was no reportable action from the Closed Session.

ADJOURN SPECIAL MEETING

CALL REGULAR MEETING TO ORDER

The regular meeting was called to order at 7:50 p.m.

ROLL CALL

GENERAL PUBLIC PARTICIPATION

None.

ACTION AGENDA

1. Consideration of Natural Resources Management Plan for the Burnham Strip Parcel.

The Board reviewed the Plan prepared by the Resource Conservation District of San Mateo County (RCD), whose representative was unable to attend the meeting. The Plan examines the terrain, vegetation, and features of the District's Burnham Strip property, and provides recommendations for future management of the parcel based on the objectives outlined in the Plan. After general board discussion, staff was asked to investigate well and municipal water sources for future irrigation.

ACTION: Director Clark moved to appoint Directors Dye and Woren to an ad-hoc Burnham Strip Planning Committee, who will meet with RCD staff and report back to the Board. (Clark/Woren). Approved 4-0.

ACTION: Director Clark moved to authorize RCD staff to pursue discussions with Caltrans regarding their road right-of-way. (Clark/Woren). Approved 4-0.

2. Consideration of Appointing PAC Oversight Committee.

The 2-year term for Parks Advisory Committee members expired on June 30. Six of the eight existing committee members have expressed a desire to be re-appointed to a new term.

ACTION: Director Dye moved to appoint Directors Clark and Woren as an ad-hoc committee to review potential candidates and applications, and to provide recommendations to the Board at a future meeting. (Dye/Woren). Approved 4-0.

3. Consideration of Letter of Support for Bike Pump Track to San Mateo County Parks.

The Board held a discussion and received public comment from El Granada resident Fran Pollard, who stated her opposition to a bike pump track in Quarry Park. The Board discussed the pro's and con's of various potential locations for the bike pump track.

ACTION: Director Clark moved to authorize Director Dye to work with District staff to edit and finalize a letter to be sent to the County outlining the District's conditions of support for the bike pump track. (Clark/Woren). Approved 4-0.

4. Consideration of District's Sewer Authority Mid-Coastside Representatives Report.

Director Woren reported on the August 28 SAM board meeting.

CONSENT AGENDA

Director Clark requested that Item 7 of the Consent Agenda be pulled for discussion.

5. Approval of August 17, 2017 Meeting Minutes.

6. Approval of September Warrants for \$458,524.17.

8. Approval of Assessment District Distribution #3-17/18.

ACTION: Director Woren moved to approve Consent Agenda Items 5, 6, and 8. (Woren/Clark). Approved 4-0.

7. Approval of July 2017 Financial Statements.

District staff responded to several questions from Director Clark.

ACTION: Director Clark moved to approve Consent Agenda Item 7. (Clark/Woren). Approved 4-0.

COMMITTEE REPORTS

9. Report on seminars, conferences, or committee meetings.

INFORMATION CALENDAR

10. Attorney's Report. (Wittwer)

11. General Manager's Report. (Duffy)

12. Administrative Staff Report. (Comito)

13. Engineer's Report. (Kennedy Jenks)

ADJOURN REGULAR MEETING

The regular meeting was adjourned at 9:35 p.m.

SUBMITTED BY:

APPROVED BY:

Delia Comito, Secretary

Chuck Duffy, General Manager

Date Approved by Board: October 19, 2017

ITEM #8

Granada Community Services District
October 2017 Warrants
For the October 19, 2017 Board of Director's Meeting

Date	Num	Name	Memo	Account	Amount
09/26/17	6658	Express Plumbing	Mirada Road Emergency Permits	1718-1 · EP Mirada Rd Half Moon Bay	2,446.00
09/26/17	6659	Somach Simmons & Dunn	Legal Fees	6090 · Legal- Gen	1,612.00
10/19/17	6660	Alhambra & Sierra Springs	Sept 2017	6140 · Office Supplies	3.20
10/19/17	6661	AT&T	10/5/17-11/4/17 Pump Stn Alarm Svc	6170 · Utilities	16.09
10/19/17	6662	Barbara Dye	GCSD 9/21/17, Com 9/27/17 & 10/2/17	6040 · Directors' Compensation	290.00
10/19/17	6663	Comcast	10/13/17-11/12/17 Svcs	6170 · Utilities	272.33
10/19/17	6664	CoreLogic Solutions, LLC	Sept & Oct 2017	6100 · Memberships	321.00
10/19/17	6665	David Seaton	GCSD 9/21/17 Board Mtg	6040 · Directors' Compensation	145.00
10/19/17	6666	Dudek	Aug 2017 Prof Svcs	6151 · General Manager	10,615.00
10/19/17	6667	Half Moon Bay Review	Annual Renewal	6160 · Publications & Notices	41.60
10/19/17	6668	Jim Blanchard	GCSD 9/21/17, SAM 9/25/17	6040 · Directors' Compensation	190.00
10/19/17	6669	Kennedy Jenks	Aug 2017 Svcs	6071 · Engineering	5,654.07
10/19/17	6670	Leonard Woren	GCSD 9/21/17, SAM 9/25/17, Com 9/27/17 & 10/2/17	6040 · Directors' Compensation	335.00
10/19/17	6671	Matthew Clark	GCSD 9/21/17 Board Mtg	6040 · Directors' Compensation	145.00
10/19/17	6672	Office Depot	Invoice dtd 9/28/17	6140 · Office Supplies	55.86
10/19/17	6673	Pacifica Community TV	GCSD 9/21/17 Board Mtg & Fee	6180 · Video Taping	375.00
10/19/17	6674	PG&E	Pump Station Inv dtd 9/18/17	6170 · Utilities	273.79
10/19/17	6675	PGE	Office Inv dtd 9/25/17	6170 · Utilities	216.90
10/19/17	6676	PSOMAS	FY17/18 Tax Roll Administration	6150 · Professional Services	2,700.00
10/19/17	6677	Rodolfo Romero	Oct 2017 Cleaning (2x)	6130 · Office Maint & Repairs	140.00
10/19/17	6678	Sewer Authority Mid-Coastside	Oct 2017 Asmts	5020 · SAM- Admin, Trtmnt, Envir, Collect	132,450.08
10/19/17	6679	Simms Plumbing	Invoice dtd 10/4/2017	5060 · Operations-Lateral Repairs	290.00
10/19/17	6680	The Harfford	Property Insurance Renewal 11/01/17 - 10/31/18	6080 · Insurance	500.00
10/19/17	6681	US Bank Equipment Finance	9/24/17 -10/24/17	6020 · Copier Lease	397.07
10/19/17	6682	Verizon Wireless	Sept 2017	6170 · Utilities	124.79
10/19/17	6683	White Nelson Diehl Evans	September 2017	6152 · Accounting	3,900.00
10/19/17	6684	Wittwer & Parkin	Sept 2017 Svcs	6091 · Legal- IPS, Parks	10,631.87
10/19/17	6685	Working Dirt Management	Nov 2017	6120 · Office Lease	4,200.00
				TOTAL	178,341.65

ITEM #9

Granada Community Services District
Statement of Net Position (Unaudited)

As of August 31, 2017

ASSETS

Current Assets

1000 · Wells Fargo Checking - Gen Op	68,075
1010 · Wells Fargo Checking - Deposit	4,898
1020 · Petty Cash	190
1030 · Cash - LAIF	4,391,342
1100 · Accounts Receivable	242,575
1550 · Prepaid Expenses	417

Total Current Assets	4,707,497
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Fixed Assets

1600 · Land	876,534
1610 · Construction in Progress	800,813
1615 · Equipment	22,153
1620 · Collections System	10,339,397
1630 · Accumulated Depreciation	(5,897,882)

Total Fixed Assets	6,141,015
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Other Assets

1700 · Advance to MWSD	1,085,094
1710 · Allowance - for Advance to MWSD	(1,085,094)
1720 · Advance to AD- Bond Reserve	494,890
1730 · Advance to AD- NCA Fund	600,866
1735 · Advance to AD- Assesmnt Revenue	412,542
1740 · Security Deposit Office Lease	3,000
1750 · Investment in SAM	3,895,049
1760 · Deferred Outflows of Resources	36,192

Total Other Assets	5,442,539
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Total Assets	16,291,051
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LIABILITIES

Current Liabilities

2000 · Accounts Payable	274,478
2020 · Class 3 Deposits	5,196
2100 · Payroll Liabilities	1,416
2225 · Recology-Del Garbage	32,639
2300 · Due to AD	40,801
2310 · Relief Refund Advance	350

Total Current Liabilities	354,880
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Long Term Liabilities

2401 · Net Pension Liability	152,020
2402 · Deferred Inflows of Resources	23,310

Total Long Term Liabilities	175,330
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Total Liabilities	530,210
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NET POSITION

3000 · Net Assets	6,338,699
3005 · Contributed Capital	9,595,349
Net Income	(173,207)

Total Net Position	15,760,841
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No assurance is provided on these financial statements.

**Granada Community Services District
Revenue & Expenses (Unaudited)
July 1, 2017 through August 31, 2017**

	July 1 - Aug 31, 2017	Expected To Date	Variance Favorable/ (Unfavorable)	FY 2017/2018 Budget
Revenues				
Operating Revenue				
4010 · Property Tax Allocation	388	33,333	(32,945)	200,000
4015 · Park Tax Allocation	0	66,667	(66,667)	400,000
4020 · Sewer Service Charges-SMC	0	213,667	(213,667)	1,282,000
4030 · AD OH Reimbursement	4,376	5,000	(624)	30,000
4040 · Recology Franchise Fee	5,131	5,333	(202)	32,000
Total Operating Revenue	9,895	324,000	(314,105)	1,944,000
Non Operating Revenue				
4120 · Interest on Reserves	0	4,733	(4,733)	28,400
4130 · Connection Fees	7,943	7,833	110	47,000
4140 · Repayment from AD	187,881	21,167	166,714	127,000
4160 · SAM Refund from Prior Yr	0	833	(833)	5,000
4170 · ERAF Refund	0	41,667	(41,667)	250,000
4180 · Misc Income	250	333	(83)	2,000
Total Non Operating Revenue	196,074	76,566	119,508	459,400
Total Revenues	205,969	400,566	(194,597)	2,403,400
Expenses				
Operations				
5010 · SAM - General	159,190	159,190	0	955,141
5020 · SAM - Collections	39,992	39,992	0	239,954
5050 · Mainline System Repairs	0	1,667	1,667	10,000
5060 · Lateral Repairs	0	6,667	6,667	40,000
5065 · CCTV	0	3,333	3,333	20,000
5070 · Pet Waste Station	211	167	(44)	1,000
5100 · County Staff Time - Parks	0	833	833	5,000
5110 · RCD - Parks	0	833	833	5,000
5120 · Half Moon Bay Reimb - Parks	0	3,333	3,333	20,000
Total Operations	199,393	216,015	16,622	1,296,095

No assurance is provided on these financial statements.

**Granada Community Services District
Revenue & Expenses (Unaudited)
July 1, 2017 through August 31, 2017**

	July 1 - Aug 31, 2017	Expected To Date	Variance Favorable/ (Unfavorable)	FY 2017/2018 Budget
Expenses (Continued)				
Administration				
6010 · Auditing	700	2,500	1,800	15,000
6020 · Copier lease	845	1,250	405	7,500
6040 · Directors' Compensation	1,845	917	(928)	11,000
6050 · Education & Travel Reimb	0	333	333	2,000
6060 · Employee Compensation	49,783	35,000	(14,783)	210,000
6070 · Engineering Services	1,435	3,333	1,898	20,000
6080 · Insurance	238	1,000	762	6,000
6090 · Legal Services	18,453	10,833	(7,620)	65,000
6100 · Memberships	321	1,500	1,179	9,000
6110 · Newsletter	0	417	417	2,500
6120 · Office Lease	12,600	8,667	(3,933)	52,000
6130 · Office Maintenance & Repairs	350	417	67	2,500
6140 · Office Supplies	552	1,000	448	6,000
6150 · Professional Services	13,400	15,833	2,433	95,000
6160 · Publications & Notices	120	1,667	1,547	10,000
6170 · Utilities	1,819	1,667	(152)	10,000
6180 · Video Taping	0	583	583	3,500
6190 · Computers	720	333	(387)	2,000
6220 · Miscellaneous	0	1,167	1,167	7,000
6230 · Bank Service Charges	502	0	(502)	0
Total Administration	103,683	88,417	(15,266)	536,000
Capital Projects				
1112-3 · SAM Projects	820	0		
1415-2 · Update SSMP	359	0	(359)	0
1617-1 · Medio Creek Xing Crossing	8,403	58,333	49,930	350,000
1718-2 · EP Mirada Rd Half Moon Bay	800	0	(800)	0
1718-2 · SAM - Recycled Water Proj	0	2,500	2,500	15,000
1718-3 · SSC Rate & Reserve Study	0	5,833	5,833	35,000
7100 · SAM - Infrastructure	65,718	65,718	0	394,310
7500 · Projects - Parks	0	16,667	16,667	100,000
Total Capital Projects	76,100	149,051	72,951	894,310
Total Expenses	379,176	453,483	74,307	2,726,405
Net Income	(173,207)	(52,917)	(120,290)	(323,005)

No assurance is provided on these financial statements.

ITEM #10

DISTRIBUTION REQUEST NO.: #4-17/18
BOND ADMINISTRATION FUND
(Account Number: 94673305)

DISTRIBUTION TOTAL: \$3,623.63

\$6,100,000.00
GRANADA SANITARY DISTRICT
LIMITED OBLIGATION REFUNDING IMPROVEMENT BONDS 2003
Reassessment & Refunding Project

DISTRIBUTION REQUEST
For Payment of Bond Administration Costs

The undersigned Treasurer of the Granada Sanitary District (the "District") hereby requests of the Fiscal Agent for the District the payment of Bond Administration Costs for the items and in the manner and amount stated in the attached Schedule A, and in connection herewith hereby certifies that the payment requested is for the Administrative Costs, and that funds are available in the Bond Administration Fund (Account #94673305) to make such payment, and further states that all requirements for the payment of the amount to be disbursed pursuant hereto have been met.

October 19, 2017

Chuck Duffy, Finance Officer/Treasurer

SCHEDULE "A"

DISTRIBUTION REQUEST NO: #4-16/17

DATE: October 19, 2017

DISTRIBUTE FROM ACCOUNT #: 94673305

ACCOUNT NAME: Bond Administration Fund

DISTRIBUTION AMOUNT: \$ 3,623.63

PAYMENT INSTRUCTIONS: Issue check and mail as listed below.

Payee	Mailing Address	Services Provided	Amount
Taussig & Assoc	5000 Birch St, #6000, Newport Bch, CA 92660	Admin Svcs - Aug 2017	\$ 965.43
Taussig & Assoc	5000 Birch St, #6000, Newport Bch, CA 92660	Prepayment Svcs - Aug 2017	\$ 470.20
GCSD	P.O. Box 335, El Granada, CA 94018	GCSD OH Reim - Oct 2017	\$ 2,188.00
TOTAL:			\$ 3,623.63

ITEM #11

GRANADA COMMUNITY SERVICES DISTRICT

AGENDA NOTICE

There are no documents for this Agenda Item.

ITEM #12

GRANADA COMMUNITY SERVICES DISTRICT

AGENDA NOTICE

There are no documents for this Agenda Item.

ITEM #13

GRANADA COMMUNITY SERVICES DISTRICT

AGENDA NOTICE

There are no documents for this Agenda Item.

ITEM #14

GRANADA COMMUNITY SERVICES DISTRICT

Administrative Staff Report

Report Period: September 9, 2017 to October 13, 2017

To: Board of Directors
 From: Delia Comito, Assistant General Manager
 Date: October 19, 2017

PUBLIC RECORDS REQUESTS – One public records request was received this period:

Request Date	Requestor	Information Requested	Information Provided	Date Provided
07/21/17	Michael Mahoney	Recology Franchise Agreement	Franchise Agreement	07/21/17
08/31/17	Transparent California	2016 Employee Compensation Rpt	2016 Employee Comp Rpt	09/08/17
10/11/17	Craig Brewer	Sewer Service Rate Schedule	Code Sec 700(04)-(06)(c)	10/13/17

Note: Shaded information was previously reported.

APPLICATIONS RECEIVED – Two applications were received this period:

Rec'd	Type	Owner or Agent	APN	Address	Sq. Ft.	Zone
06/29/17	1A	365 Miramar Drive LP	048-054-120	365 Miramar Dr, HMB	5,320	R-1/S-17
08/10/17	1A	Rogers Clay	047-141-240	243 Del Monte, EG	8,310	R-1/S-17
09/22/17	Cl 3	Jeff Peck/ Big Wave, LLC	047-311-060	207 Airport Rd, Princeton	17,600	M1/DR/AO W/DR/AO
09/28/17	2A	Coastside Fire Prot. Dist.	047-261-030	Obispo Rd, EG	103,518	COSC DR

Note: Shaded information was previously reported.

PERMITS ISSUED – No sewer permits were issued this period.

Permit No.	Type	Issue Date	Owner or Agent	APN	Address	Sq. Ft.	Zone
3165	1A	06/21/17	Coronado Upper Lot	048-024-430	467 Coronado Ave, Miramar	10,600	R-1/S-94
3166	1A	07/13/17	Lang Justin	047-105-240	755 San Carlos, EG	6,209	R-1/S-17
3167	1A	07/27/17	365 Miramar Drive	048-054-120	365 Miramar Dr, Miramar	5,320	R-1/S-17
3168	1A	08/15/17	Rogers Clay	047-141-240	243 Del Monte Rd, EG	8,310	R-1/S-17
3169	1A	08/18/17	Cuvelier Jacqueline	047-175-250	265 El Granada Blvd, EG	9,732	R-1/S-17

Note: Shaded information was previously reported.

SEWER HOOK-UPS – There was one sewer hook-up this period:

Hook-up Date	Type	Permit No.	Issue Date	Owner	APN	Address
08/09/17	1A	3159	07/07/16	Boyle Jim	047-233-360	425 Coronado St, EG
09/12/17	1A	3165	09/13/17	Coronado Upper Lot	048-024-430	467 Coronado Ave, Miramar

Note: Shaded information was previously reported.

REPAIRS - There have been no lateral repairs this fiscal year to date.

ITEM #15

12 October 2017

Memorandum

To: Granada Community Services District
From: John H. Rayner, District Engineer
Subject: Engineer's Report for October 2017

Medio Creek Crossing at Mirada Road

EPS has obtained a County encroachment permit and has the materials on hand to construct the project. Construction has been held up because so far PG&E has been unable to locate its secondary power box. The PG&E employee knowable re the location of the box is supposed to return from vacation on October 16th. The temporary pumped bypass will remain in operation until Phase 2 of the Naples Beach project is completed at which time the last remaining sewage flows over Medio creek will have been diverted to the Naples Beach Pump Station.

Big Wave (Class 3 Permit)

The District has recently received a submittal from Big Wave that we'll soon be reviewing.

Naples Beach Project - Phase 2

This project will eliminate the sewer crossing Medio Creek. We are pursuing a sewer easement from State Parks to confirm that the preferred gravity sewer alternative is feasible. We have been in contact with State Parks representatives are hopeful of meeting with them soon. Updating permits for the project will begin as soon as State Parks confirms it will grant the easement. The project will likely be combined with other needed CIP improvements. Once this project is completed the temporary bypass pumping system over Medio Creek will no longer be needed.

ITEM #16

GRANADA COMMUNITY SERVICES DISTRICT

AGENDA NOTICE

There are no documents for this Agenda Item.