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GRANADA COMMUNITY SERVICES DISTRICT

AGENDA

BOARD OF DIRECTORS SPECIAL MEETING at 6:30 p.m. REGULAR MEETING at 7:30 p.m.

Thursday, February 16, 2017

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

ROLL CALL Directors: President: Jim Blanchard

Vice-President: Ric Lohman
Director: Matthew Clark
Director: David Seaton
Leonard Woren

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

Granada Sanitary District v. County of San Mateo (RPI Big Wave et al.) - San Mateo Superior Court Case No. CIV505222.

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 under the subject jurisdiction of the board which are not on the agenda. Speakers are limited to 3 minutes each.

ACTION AGENDA

- 1. Consideration of Variance Application for APN 048-065-060, Alto Avenue, Miramar, 4,400 sq. ft. in 10,000 sq. ft. zoning district, Owner: Paul McGregor Recommendation: To be made by the Board.
- 2. Consideration of an Ordinance Amending the District Ordinance Code Relating to Sewer Permit Variances for Nonconforming Parcels.

Recommendation: 1. Waive by motion the first reading of the ordinance.

- 2. Approve the ordinance subject to enactment after second reading more than five days after reading title and waiving further reading.
- 3. Consideration of Request for Funding of a Volleyball Court Project.

 Recommendation: To be made by the Board.
- 4. Consideration of an Ordinance Amending the District Ordinance Code Relating to Parks and Other District Property Regulations, and Related Enforcement Provisions.

Recommendation: 1. Waive by motion the first reading of the ordinance.

- 2. Approve the ordinance subject to enactment after second reading more than five days after reading title and waiving further reading.
- 5. Consideration of Agreement with Dudek for General Manager Services. Recommendation: To be made by the Board.
- 6. Consideration of Report by District's Sewer Authority Mid-Coastside Representatives.

Recommendation: To be made by the Board.

CONSENT AGENDA

- 7. Approval of January 19, 2017 Meeting Minutes.
- 8. Approval of February Warrants for \$153,474.61 (checks 6444 6471).
- 9. Approval of December 2016 Financial Statements.
- 10. Approval of Assessment District Distribution #7-16/17.

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)

ADJOURN REGULAR MEETING

At the conclusion of the January 19, 2017 Meeting:

Last Ordinance adopted: No. 167

Last Resolution adopted: No. 2016-008

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.



GRANADA COMMUNITY SERVICES DISTRICT

AGENDA NOTICE

There are no documents for Closed Session.

ITEM #1

FINDINGS FOR SEWER PERMIT VARIANCE

Paul McGregor APN: 048-065-060 Alto Ave, Miramar

(1) <u>REQUIRED FINDING:</u> Where the property is shown on a map first recorded prior to August 14, 1929 and has not been approved after March 4, 1972 by a recorded final subdivision map, it has been lawfully created for land use purposes by having been the subject of a legal conveyance into ownership separate from all contiguous parcels. Where a parcel is 4,750 square feet or greater in the S-17 or S3 Zoning Districts, or 8,800 square feet or greater in the S-94 Zoning District, a chain of title shall not be required to establish a basis for this finding unless determined to be necessary by the District Board.

INFORMATION REQUIRED: Chain of Title from a Title Insurance Company for all transactions claimed to constitute sale, lease or financing of the parcel which is the subject of the variance application and each vacant parcel sharing a boundary line with the subject parcel, from the date applicant contends the subject parcel was first legally created to the date of the application.

FINDING:

The current zoning for the parcel is R-1/S-94 (Single-Family Residential District/S-94 Combining District with 10,000 sq. ft. minimum parcel size/Design Review/Coastal Development) and the parcel is 4,800 sq. ft. as confirmed by a stamped survey included in the building plans provided by the Applicant. A Chain of Title was provided as required to establish a basis for this Finding. There are no vacant parcels sharing a boundary line with the subject parcel.

The Chain of Title shows a conveyance into ownership separate from all contiguous parcels to L.S. Maddrell from Half Moon Bay Development Company for Lot 14, Block 9 dated August 1, 1906 "as shown on that certain map entitled 'Map of Miramar Terrace' at Half Moon Bay filed in the office of the County Recorder of said County of San Mateo on February 19, 1906 in Book B of Original Maps at page 42 and copied into book 4 of paps at page 12." Since this conveyance predated the County's July 20, 1945 subdivision ordinance, it lawfully created the parcel (Lot 14) which is now owned by Paul McGregor and which is the subject of this Variance Application.

(2) <u>REQUIRED FINDING:</u> Where the property is not shown on any recorded map, but is shown on a deed into separate ownership recorded prior to July 20, 1945, it has been lawfully created for land use purposes by having been the subject of a legal conveyance into ownership separate from all contiguous parcels. Where a parcel is 4,750 square feet or greater in the S-17 or S-3 Zoning Districts, or 8,800 square feet or greater in the S-94 Zoning District, a chain of title shall not be required to establish a basis for this finding unless determined to be necessary by the District Board.

INFORMATION REQUIRED: Same as for (1) above.

FINDING: Same as for (1) above.

(3) <u>REQUIRED FINDING:</u> Where the property is in the Coastal Zone, it has not been conveyed into ownership separate from all contiguous parcels for the first time after the February 1, 1973 effective date of vested rights under the California Coastal Act without a Coastal Development Permit approving a land division for the creation of such parcel.

INFORMATION REQUIRED: Same as for (1) above. Lot 14 which comprises the property which is the subject of this Variance Application was conveyed into separate ownership from all contiguous parcels prior to February 1, 1973.

FINDING: Same as for (1) above.

(4) <u>REQUIRED FINDING:</u> Unless a parcel is 4,750 square feet or greater in the S-17 or S-3 Zoning Districts, or 8,800 square feet or greater in the S-94 Zoning District, a Certificate of Compliance or Conditional Certificate of Compliance has been issued for the property, and if the property is in the Coastal Zone, a Coastal Development Permit process was conducted for the issuance of such Certificate, if required by law or regulation.

INFORMATION REQUIRED: A Certificate of Compliance (conditional or unconditional) and a Coastal Development Permit if the subject parcel is in the Coastal Zone (or equivalent proof of parcel legality satisfactory to the District Board of Directors).

<u>FINDING</u>: At 4,800 square feet in size, rhe Subject Property is 8,800 square feet or less in the S-94 Zoning District. A Certificate of Compliance (Type "A") was issued by the County. A Coastal Development Permit ("CDP") is not required for a Type A Certificate of Compliance. Applicant submitted that Unconditional Certificate of Compliance (Type "A") issued by the County and recorded on December 5, 2016 (Document #: 2016-127620) which states that the subject property APN 048-065-060 "meets the requirements established to confirm legalization as a Certificate of Compliance (Type A)" and "complies with the provision of the State of California Subdivision Map Act and the San Mateo County Subdivision Ordinance." The Board of Directors of the Granada Community Services District can, and hereby does, make this Required Finding (4).

(5) <u>REQUIRED FINDING:</u> There are no features of the property or the development proposed thereon which have the potential to have a greater than usual contribution to wet weather sewage overflow.

INFORMATION REQUIRED: Site Plan, Topographic Map and Building Permit plans for the subject parcel including calculations by the drafter of the plans showing the percentage of the subject parcel covered with impervious surfaces.

<u>FINDING</u>: Pursuant to County of San Mateo Zoning Regulations for Site Coverage, the maximum parcel coverage is 30% for structures in the S-94 district, plus an additional

10% of site coverage for impervious surface area less than 18" above ground level ("non-structures). (County Zoning Regs §§6300.9.11.50 and 6300.9.11.70). The maximum site coverage for structures is 30% which equals 1,440 in this case. The maximum site coverage for impervious non-structures is 10% which equals 480 in this case. The proposed parcel coverage for the structure is 1,437 square feet (30%) and there is no proposed coverage for impervious non-structures hence the site coverage for impervious surfaces would comply with the County standards and this Finding can be made if the Granada Community Services District sewer permit and/or the County planning permit includes the following Condition of Approval for the project:

At the time of application for a building permit, the applicant shall submit a permanent stormwater management plan in compliance with the County's Drainage Policy to the Department of Public Works. A site drainage plan will be required that will demonstrate how roof drainage and site runoff will be directed to an approved location. This plan must demonstrate that post-development flows and velocities to adjoining private property and the public right-of-way shall not exceed those that existed in the pre-developed state.

The Granada Community Services District hereby requires that when and if it issues a sewer permit for the subject property, the above condition of approval be contained therein. Applicant is requested to provide documented confirmation that such a Condition of Approval is contained in any futre County Planning Permit as well.

(6) <u>REQUIRED FINDING:</u> Provision of sewer service to the parcel which is the subject of the application would not significantly adversely affect the ability of the District to serve a conforming parcel in view of the applicable buildout limits in the County of San Mateo Local Coastal Program.

<u>INFORMATION REQUIRED</u>: The District already has or can obtain this information in the form of documentation showing the number of parcels in the District which have merged or which had their development rights transferred or otherwise eliminated since the completion of the Parcel Inventory and Development Potential Assessment for the Granada Sanitary District (prepared by J. Laurence Mintier & Associates in association with Kennedy/Jenks Consultants (District Engineer)). The District will apply the information to the application before it.

<u>FINDING</u>: The parcel is 4,800 square feet in size (short of the 10,000 square foot minimum zoning requirement used for buildout calculations by 5,200 square feet). This permit shall be conditioned on impervious surfaces being limited to 1,437 square feet.

The County of San Mateo defines a parcel of less than 5,000 square feet in a 10,000 square foot minimum zone as "substantially substandard". In the past, the District has conditioned the approval of a variance for a substantially substandard parcel on a

limitation that the Sewer Connection Permit will serve a single-family dwelling containing no more than two bedrooms. It is within the District's discression to apply a limitation that the Sewer Connection Permit will contain a condition that it will serve a single-family dwelling containing no more than two bedrooms and that therefore provision of sewer service to the parcel would not significantly adversely affect the ability of the District to serve a conforming parcel in view of the applicable buildout limits in the County of San Mateo Local Coastal Program.

The Board of Directors of the Granada Sanitary District finds that there is/ is not adequate information to make Required Finding (6) above in light of the 4,800 sf parcel in a 10,000 sf zone affecting the ability of the District to serve a conforming parcel in view of the applicable buildout limits in the County of San Mateo Local Coastal Program.

(7) <u>REQUIRED FINDING:</u> Granting of the variance would not constitute a special privilege not available to other property owners similarly situated.

<u>INFORMATION REQUIRED</u>: Written statement of relevant facts from Applicant comparing contiguous or nearby properties.

FINDING: This is a Finding requiring the District Board's factual determination. The parcel is 4,800 square feet (short of the 10,000 square foot minimum zoning requirement used for buildout calculations by 5,200 square feet, *i.e.*, 52% short of the minimum parcel size). The 52% shortage will result in a significant adverse effect on the ability of the District to serve a conforming parcel in the future. This could be considered a special privilege. However previous variances have been granted for a 4,800 square foot parcel and a 6,452 square foot parcel in 10,000 square foot minimum zoning.

The Board of Directors of the Granada Community Services District does // does not find that provision of sewer service to the parcel which is the subject of this application would constitute a special privilege and significantly adversely affect the ability of the District to serve a conforming parcel in view of the applicable buildout limits in the County of San Mateo Local Coastal Program.

REQUIRED FINDING: The property owner has demonstrated by a preponderance of the evidence presented to the District Board that the parcel cannot be rendered conforming (without rendering any contiguous parcel nonconforming) by acquisition of one or more contiguous parcels by payment of fair market value for such contiguous parcel(s).

<u>INFORMATION REQUIRED</u>: Parcel size and setback for each contiguous parcel sharing a boundary line with the subject parcel and name and address of owner(s) of each such contiguous parcel together with documentation showing that each such owner has

been offered fair market value for a portion of such contiguous property such that the subject parcel would be rendered conforming. The fair market value offer is not required if contiguous property is not vacant or, if developed, does not exceed minimum parcel size under the zoning ordinance.

<u>FINDING</u>: Applicant has provided a letter demonstrating why the parcel cannot be rendered conforming by acquisition of one or more contiguous parcels. Applicant's letter states that the property west of the subject property (APN 048-065-210) contains an existing residential structure, the property east of the subject property (APN 048-065-050) consists of three lots that were merged into one parcel to meet the county's minimum of 10,000 square feet, directly west of the subject property is a driveway that serves a single family home (APN 048-065-200), and the parcel directly behind the subject parcel (APN 048-065-180) contains an existing residential structure. According to the Applicant, the subject property cannot be extended to the east because of the consolodation of the lots to the east of the subject property, and the subject property cannot be extended to the west because of the driveway. It is a factual determination for the Board to make whether these reasons are sufficient to establish that the parcel cannot be rendered conforming.

The Board of Directors of the Granada Sanitary District finds that there ____is/___ is not adequate information to make Required Finding (8)

(9) <u>REQUIRED FINDING:</u> The component lots comprising the property do not qualify for merger or will be merged or rendered undevelopable as a condition of the issuance of the variance.

<u>INFORMATION REQUIRED</u>: The District already has the needed information in the form of documentation showing the standards for merger in effect in the County of San Mateo at the time the variance application is considered by the District Board.

<u>FINDING</u>: The Subject Parcel does not qualify for involuntary merger under Government Code Section 66451.11, even though less than 5,000 square feet in size because it was created in compliance with applicable laws and ordinances in effect at the time of its creation (see subsection (b)(2) of Section 66451.11).

(10) <u>REQUIRED FINDING:</u> The current property owner will not voluntarily accept a refund of fees, charges and/or assessments paid in exchange for agreement that the parcel will not ever be used to generate wastewater or garbage and there is no adopted District policy to unilaterally implement such a refund.

<u>INFORMATION REQUIRED</u>: Written statement of the Applicant of intent to develop. There is currently no District policy for unilateral implementation of such a refund.

FINDING: Written statement provided May 31, 2015.

(11) **REQUIRED FINDING:** For parcels which are less than 4,750 square feet in the S-17 or S-3 Zoning Districts, and for parcels which are less than 8,800 square feet in size in the S-94 Zoning District, the variance application was considered at a semi-annual meeting of the District Board held to consider and grant a total of no more than one semi-annual variance from among such variance applications submitted during the preceding six months based on the comparative merits of such application.

INFORMATION REQUIRED: Confirmation to be provided by District Administrator.

FINDING: This parcel is 4,800 square feet in the S-94 Zoning District requiring a parcel size measuring 10,000. This application for Variance qualifies for semi-annual consideration, because it is less than 8,800 square feet. There has been no variance application submitted in the past six months other than this one and the issuance of this Variance will, therefore, not result in the issuance of more than one semi-annual variance.

ITEM #2

GRANADA COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

To: Board of Directors

From: Chuck Duffy, General Manager

Subject: Adoption of Amendment to District Ordinance Code Section 603

Date: February 16, 2017

DISCUSSION

This item is for the Board's consideration based on the Board's prior direction that GCSD adopt an amendment to the District Ordinance Code Section 603. Per your Board's request, the District General Counsel drafted an Opinion Letter on Options Regarding Conditions of Approval for Sewer Permits on Substandard (Nonconforming) Parcels and presented this Opinion during the August 18, 2016 meeting of the Board of Directors. Following this presentation, your Board voted to direct Staff and Counsel to prepare a proposal on variance conditions for nonconforming parcels. The attached amendment to the Ordinance provides that the District may condition approval of a Sewer Permit for a nonconforming parcel on a restriction of the number of bedrooms that the Sewer Permit may serve.

As discussed in the August 18, 2016 Opinion letter, as a result of a voter-adopted Measure A in 1986 the San Mateo County Local Coastal Program (LCP) limits the expansion of sewer service by the Granada Sanitary District to the capacity necessary to serve the LCP's estimated buildout of land within the District's Boundaries.

Policy 2.6 Capacity Limits: Limit development or expansion of public works facilities to a capacity which does not exceed that needed to serve buildout of the Local Coastal Program.

The District's Variance Ordinance codified in Section 603 of the District Ordinance Code enables the District to comply with Policy 2.6 by requiring a variance process for nonconforming parcels because they were under-accounted for in the buildout calculations. As a result, GCSD will need to limit the amount of wastewater produced overall from development of these nonconforming parcels, because GCSD is precluded by Measure A from simply building more infrastructure to serve these nonconforming parcels.

The District has legal authority to exercise its sanitary sewer powers under state law pursuant to the police power under the California Constitution (Art. 11, Sec. 7). This authority is superior to even a county's or city's police power authority as to its sanitary sewer function. *Home Gardens Sanitary District v. City of Corona* (2002) 96 Cal.App.4th 87; *Rodeo Sanitary District v. Board of*

Supervisors of Contra Costa County and Mt. View Sanitary District (1999) 71 Cal.App. 4th 1443; and West Bay Sanitary District v. City of East Palo Alto (1987) 191 Cal.App.3d 1507. In Getz v. Pebble Beach Community Services District (1990) 219 Cal.App.3d 229, the Court of Appeal stated that community services district (CSD) authority to allocate sewer service was established by a grant of "the power generally to perform all acts necessary to carry out fully the provisions of [the Community Services District Law]."

The District Code has long authorized the District Board, in its discretion, to "[i]mpose additional requirements upon an applicant which must be satisfied before the permit will be issued." Studies have shown a clear relationship between the number of bedrooms in a residential dwelling and the amount of wastewater generated. Indeed utilization of this relationship is advised by the Environmental Protection Agency in its Manual on Determining Wastewater User Service Charge Rates.

Many government agencies have utilized this relationship between the number of bedrooms in a residential structure and the wastewater produced to tailor the sewer connection charge or the calculation of ERUs to the number of bedrooms. Another EPA Manual on Onsite Treatment Systems described how the number of bedrooms of a home can be used to estimate its wastewater generation:

[D]aily flows and pollutant contributions are usually expressed on a per person basis for residential dwellings. Applying these data to characterize residential wastewater therefore requires that a second parameter, the number of persons living in the residence, be considered. Residential occupancy is typically 1.0 to 1.5 persons per bedroom; recent census data indicate that the average household size is 2.7 people (U.S. Census Bureau, 1998). Local census data can be used to improve the accuracy of design assumptions. The current onsite code practice is to assume that maximum occupancy is 2 persons per bedroom, which provides an estimate that might be too conservative if additional factors of safety are incorporated into the design.

Therefore, GCSD may use this well-established relationship to enact a limitation on the number of bedrooms in a residential dwelling on a nonconforming parcel for the purpose of reducing overall wastewater generation. Because GCSD has more than 1,000 parcels whose size are more than 40% nonconforming as to minimum parcel size, it is recommended that for such parcels there be a limit of two bedrooms.

In order to encourage merger of adjoining parcels to avoid or reduce nonconformity, GCSD will utilize its existing relief from assessment provisions.

GRANADA COMMUNITY SERVICES DISTRICT

ORDINANCE NO. ___

AN ORDINANCE AMENDING DISTRICT ORDINANCE CODE RELATING TO SEWER PERMIT VARIANCES FOR NONCONFORMING PARCELS

The Board of Directors of the Granada Community Services District ordains as follows:

Section 1. The Granada Community Services District Code is hereby amended by adding Section 603 (03) (B) to read as follows:

(2) Where the size nonconformity of the subject parcel is 40% of minimum parcel size or greater, the District can only make the finding that provision of sewer service would not significantly adversely affect the ability of the District to serve a conforming parcel in view of the applicable buildout limits in the County of San Mateo Local Coastal Program by placing a condition upon a recorded Sewer Permit that limits the number of bedrooms in the house that the Sewer Permit will serve to two bedrooms.

Section 2. Upon adoption, this Ordinance shall be entered into the minutes of the District Board, shall be published one time in the Half Moon Bay Review, and shall be effective at the end of the week of publication.

The above and foregoing Ordinance was regularly introduced and thereafter passed and adopted at a meeting of the Board of Directors of the Granada Community Services District held on the 16th day of February 2017, by the following vote:

AYES: and in favor thereof: NOES: Members: ABSENT: Members: ABSTAIN: Members:	
	Approved:
	Jim Blanchard, President
Countersigned:	
Delia Comito, Secretary	

ITEM #3

GRANADA COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

To: Board of Directors

From: Delia Comito, Assistant General Manager

Subject: Request for Funding of Volleyball Court Project

Date: February 16, 2017

The District received the request below from Neil Merrilees, a resident of Miramar, on February 2, 2017. Mr. Merrilees has provided the attached report, which he will review and answer questions from the Board at the meeting.

Agenda item:

Coastside Beach Volleyball Project, at Perched Beach

Informational discussion regarding the recent approval by the San Mateo County Harbor District, of use of a section of "Perched Beach" for beach volleyball. Request for GCSD board to consider participating in sand upgrading, in the amount of \$5,000 to be used for sand costs.

Presentation by Neil Merrilees, 10 minutes

- a. Background information regarding Beach Volleyball on the Coastside
- b. Background information regarding past recreational use at "Perched Beach", placement of dredge material and discussion of historic, current and potential future uses of area.
- c. Consideration of GCSD participation to facilitate Beach Volleyball at Perched Beach.

Neil Merrilees 160 Marine Blvd Moss Beach, CA 94038 (650) 728-3813

Sand Volleyball Courts Perched Beach

Pillar Point Harbor, CA

Pictures and Specifications



Designed by Lawrence Dudash Date: June 30, 2016

Group 4 Architecture, 211 Linden Ave, South San Francisco, 94080 Red Rock Volleyball Club, 3151 Edison Way, Reddwood City, CA 94063 Contact Greg Merkes 415 308 4213

Sand Volleyball Courts Perched Beach

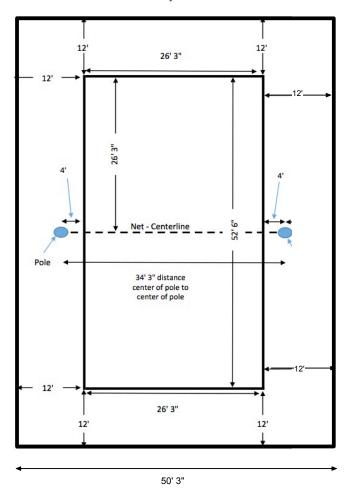
Pillar Point Harbor, CA

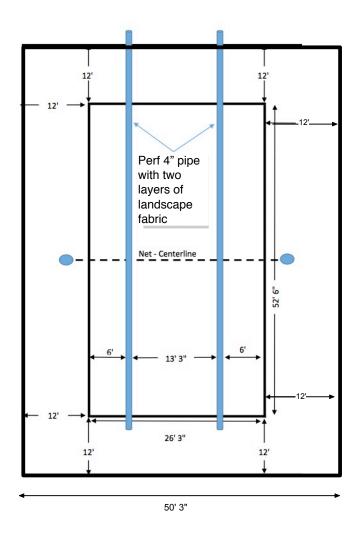
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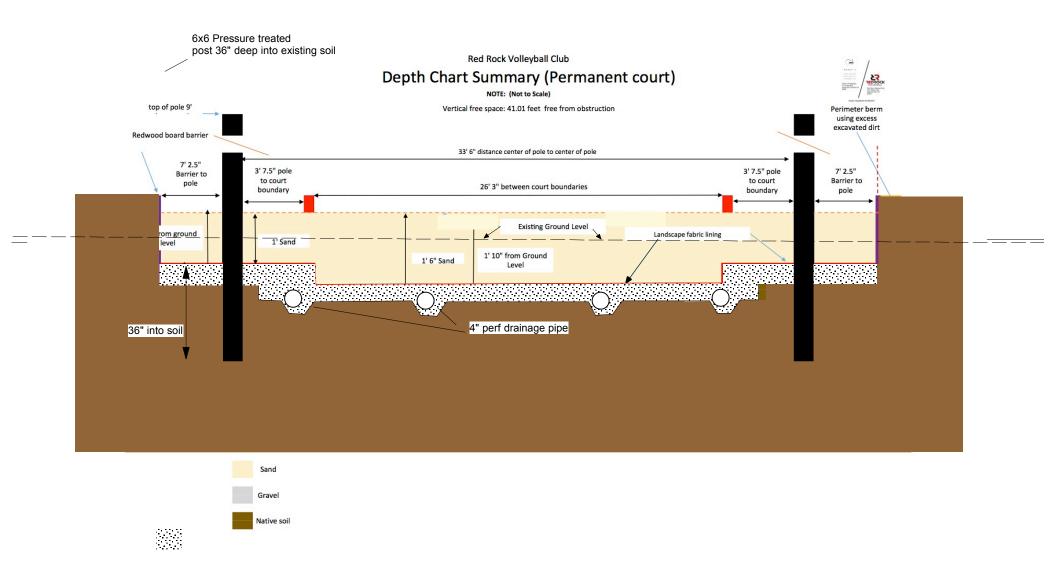
Page 1	Sand volleyball court specification sheet in feet
Page 2	Sand volleyball court drainage and slope specification sheet
Page 3	Depth chart summary for sand volleyball court
Page 4	Court directional layout
Page 5	Sand volleyball equipment for court construction
Page 6	Construction materials to build the sand volleyball court
Page 7	USA Volleyball Sand Specification Chart
Page 8	Google map of Pillar Point Harbor and location of sand volleyball courts



Installation of Three Sand Volleyball Courts at Perched Beach







Court Layout



Outdoor courts are built North/South

- Minimizes the interference of sun on players and broadcasting
- Net line runs East/West

TV camera shoots facing East

- Avoids facing sun during primetime broadcasting
- Reduces shadows



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Red Rock Volleyball Club

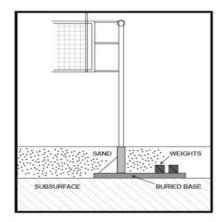
Equipment Summary (3 Volleyball Courts)



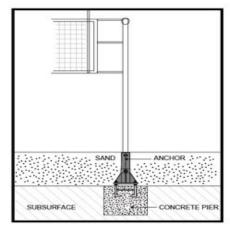
Vendor:	List of items:	Unit Price	Quantity	Cost
Sports Imports	• (6) SV15 Beach Volleyball Upright (Telescoping Pin-Stop)	\$ 745.00	6 \$	4,470.00
4000 Parkway Lane Hilliard, OH 43026 (800) 556-3198	• (3) HDNR-B Black Heavy Duty Net Ratchet & Crank Handle	\$ 360.00	3 \$	1,080.00
http://www.sportsimports.co	r • (6)SVP12 Beach Volleyball Upright Safety Pad - Custom w/ Red Rock	\$ 490.00	6 \$	2,940.00
	(0) 0) (N (0 0 0 0 1) (N (1 1 1 N) ((00))	* 070.00	0 4	4 440 00
	• (3) SVN-28 Beach Volleyball Net (28')	\$ 370.00	3 \$	1,110.00
	• (3) NA2 Volleyball Net Antennas (Pair)	\$ 115.00	3 \$	345.00
	• (3) CBM2-B 2" Adjustable Beach Court Boundary Lines (Black)	\$ 89.00	3 \$	267.00
	• (6) SVA Beach Volleyball Anchor	\$ 350.00	6 \$	2,100.00
	• (6) J-Bolts	\$ 100.00	6 \$	600.00

ANCHORING SYSTEMS

Temp & Perm



Removable Sand Net System – anchored in a buried sled



Sand Anchor System – installation with a cement pier

Subtotal	\$ 12,912.00
Tax	\$ 1,226.64
Shipping	\$ 1,202.11
Total Cost	\$ 15,340.75

Red Rock Volleyball Club

Material Supplies (3 Volleyball Courts)



\$ 17,850 \$

500 \$

500

Broadmoor PH: 650.761.1515 1350 El Camino Real South San Francisco, CA 94080

Vendor

Broadmoor PH: 650.761.1515 1350 El Camino Real South San Francisco, CA 94080

Vendor

Broadmoor PH: 650.761.1515 1350 El Camino Real South San Francisco, CA 94080

Vendor

Home Depot - PH: 650.592.9200 1125 Old County Rd, San Carlos, CA

Vendor

Home Depot - PH: 650.592.9200 1125 Old County Rd, San Carlos, CA

Vendor

Home Depot - PH: 650.592.9200 1125 Old County Rd, San Carlos, CA

SAND - (Inside boundary 18")

Sand depth is 18" inches Sand quantity: 368 Tons Tonage = $(LxWxD) / 27 \times 1.6$ (in feet) $(78.75' \times 52.5' \times 1.5') / 27 \times 1.6 = 368$ tons

SAND - (outside boundary 12")

Sand depth is 12" inches Sand quantity (A + B): 245 + 112 = 357 Tons Tonage = $(LxWxD) / 27 \times 1.6$ (in feet) $A = (54' \times 76.5' \times 1') / 27 \times 1.6 = 245 \text{ tons}$ $B = (12' \times 26.25' \times 6u \times 1') / 27 \times 1.6 = 112 \text{ tons}$

GRAVEL

Gravel depth is 4" inches Tonage = $(LxWxD) / 27 \times 1.6$ (in feet) $(132.5 \times 76.5 \times .33) / 27 \times 1.6 = 198$ tons

WOOD

418 feet for perimeter border 42 redwood posts

8" Perforated Pipe

8 in. x 100 ft. Corex Drain Pipe Perforated with Sock Advanced Drainage Systems Model # 06730100

Landscape Fabric

(3' x 1500' covers 4500 sq/feet Model # 2736RB

*******	/	
PLANNING, INC	SEDSOCK	
Group 4 Architecture 211 Linder Blvd South San Francisco.0 94080	VOLLEYBALL Red Rook Voleybal Chib 3151 Elissen Way Rehvool City, CA 94543	
Contact: On	ng Merkes 416 388 4213	
	Cost	

42,840

Sand Type Cost Cost All Purpose Sand (DRY) Low High Ton Rate \$50 - \$120 per ton \$ 18,400 \$ 44,160

Clean washed high quality sand

used for playgrounds

1.25 ton = 1 cubic yard

Sand Type Cost Cost All Purpose Sand (DRY) Low High

Ton Rate \$90 - \$120 per ton 1.25 ton = 1 cubic yard Clean washed high quality sand

used for playgrounds

Gravel Type Cost Cost Pea Gravel # 57 Low High Ton Rate \$40-\$50 per ton \$ 7,920 \$ 9,900

Wood Type Cost Cost

Redwood 2" x 12" \$33/8' board 53 board \$ 1,749 \$ 1,749 Redwood 4' x 4" x 4" \$15/8' post 42 posts \$ 630 \$ 630

300 feet required

36 in. x 1500 ft. Nylon Septic Fabric Drain Guard 3 rolls needed 450 S 450

_	LOW	ngn
Total Material Cost	\$ 47,499	\$ 100,229

USAV Sand Specifications Line State of the S



USAV ProCourt Sand Chart

USAV Recommendations for SAND Specifications								
	Grade	Gravel	V. Course	Course	Medium	Fine	V.Fine	
Material Sizes (% retained)	Millimeter	2.0mm	1.0mm	.5mm	.25mm	.15mm	.05mm	Pan (Clay+Silt)
	Screen	#10	#18	#35	#60	#100	#270	<0.05
	Benchmar	0	5.1	46	41.8	3.9	2.4	0.7
USAV Standards	USAV CI*	50%	50%	10%	10%	15%	30%	25%
	Acc Var**	0	2.6-7.7	41.4-50.6	37.6-45.9	3.3-4.5	1.7-3.1	0.5-0.9
%Recommended		<2%	<15%	Combi	ned 78% to	100%	<5%	<3%
Penetrometer Value (k	g/cm2)	Crusting	Crusting	Color	r (dry)	Infiltratio	n Rate (In/Hr)	Sphericity/Angularity
Acceptable: 1.8 to 2.4; Sup	erior > 24	Light t	o None	Personal	Preference	>20 inc	ches/hour	Angular to Subangular

*USAV Confidence Interval

**Acceptable Variance



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Location of Sand Volleyball Courts on Perched Beach

ITEM #4

GRANADA COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

To: Board of Directors

From: Chuck Duffy, General Manager

Subject: Ordinance Related to District Parks and Other District Properties

Date: February 16, 2017

The attached ordinance covers the rules and regulations concerning district owned property and parks.

GRANADA COMMUNITY SERVICES DISTRICT

ORDINANCE NO.

AN ORDINANCE AMENDING THE DISTRICT ORDINANCE CODE RELATING TO PARKS AND OTHER DISTRICT PROPERTY REGULATIONS, AND RELATED ENFORCEMENT PROVISIONS

The Board of Directors of the Granada Community Services District ordains as follows:

Section 1. Subsection 301 (02) of the Granada Community Services District Code is hereby amended to read as follows:

301 (02) Dumping or Burying.

No person shall dump or place upon or bury in any property within the District any garbage, rubbish, **waste matter, rocks, concrete, asphalt, dirt** or any other substance under any circumstances whatsoever.

Section 2. Granada Community Services District Code is hereby amended by adding Article 3.5 entitled Use and Access of District Parks and District Property, to read as follows:

ARTICLE 3.5 USE AND ACCESS OF DISTRICT PARKS AND DISTRICT PROPERTY

SECTION 351. Definitions.

For the purposes of this Article, the following words and phrases shall have the meanings respectively ascribed to them in this Section, unless the context or the provision clearly requires otherwise:

- 351 (01) "Amplified Sound" means speech, music or other sound projected or transmitted by Sound Amplifying Equipment including, but not limited to, amplifiers, loudspeakers, microphones, bull horns or similar devices or combinations of devices which are intended to increase the volume, range, distance or intensity of speech, music or other sound and are powered by electricity or other sources of energy.
- 351 (02) "Committee" shall mean the Granada Community Services District Parks and Recreation Advisory Committee.
- 351 (03) "District Park" means and includes all real property, including grounds, roadways, parks, playgrounds, open space reservations, recreation centers or any part or area thereof, located within the District and open to the public for either active or passive recreation, whether owned, leased or maintained by the District. The term shall include all buildings, structures and other facilities located on such real property devoted to such use.

- 351 (04) "District Property" means any real property (other than a District Park or Recreation Area) owned, leased, rented, held as a licensee by the District or any real property in which the District has an interest.
- 351 (05) "Director of Parks", hereinafter in this Article referred to as "Director" means that person having authority over all parks or receation areas within the District, and to whom is delegated the primary authority, responsibility and jurisdiction to administer and enforce the provisions of this Article. The General Manager, the Assistant General Manager, or such other person(s) as may be designated by the District Board shall serve as the Director of Parks.
- 351 (06) "Hiking and Riding Trail" shall mean any trail which has been dedicated by the District for hiking or horseback riding purposes, or both, and which contains District signage identifying such trail as open to the general public for either of such purposes.
- 351 (07) "Motor Vehicle" shall mean any automobile, truck, bus, van, motorcycle, offroad vehicle, four-wheel drive vehicle, dirt bike, motor-driven vehicle, or any vehicle which is self-propelled.
- 351 (08) "Recreation Area" as used in this Article shall be construed to mean and shall include all land, facilities and other property owned, leased, rented, held as a licensee by the District or any real property in which the District has an interest, and/or operated by the District on which the District has installed improvements and signage authorizing its use for public recreation, including but not limited to playgrounds, camping areas, swimming pools, golf courses, picnic grounds, athletic fields, public squares, hiking and bicycling paths, horse trails, roadside viewing areas, rest stops, historical monuments, all planting and areas for planting along roads, streets and highways, and all other Recreation Areas, including all buildings, structures, improvements, monuments, apparatus and equipment existing in or that may be erected in any of such areas.
- 351 (09) "Sound Amplifying Equipment" shall mean any machine or device for the amplification of the human voice, music, or any other sound, but shall not include standard automobile radios or automobile sound systems (including speakers, amplifiers and stereos) for CD players, tape decks or similar sources when used and heard only by the occupants of the vehicle in which the sound source is located, nor radio receiving sets, non-electrical musical instruments, or television sets. "Sound Amplifying Equipment" as used in this Article, shall not include warning devices or sound amplification equipment on District vehicles, or other authorized emergency vehicles, or horns, or other warning devices on any vehicle used only for traffic safety purposes.

SECTION 352. Parks Advisory Committee.

The District Board shall establish a Parks Advisory Committee, which shall consist of seven (7) members, appointed by and serving at the pleasure of the District Board. The purpose of the Parks Advisory Committee is to ensure community involvement in all phases of park planning, design and development, and to serve to make recommendations to the District Board of Directors. The Committee is advisory only and does not have

decision-making authority. The District Board of Directors shall direct the focus and goals of the Committee, and may assign specific tasks. The procedural rules for the Parks Advisory Committee shall be proscribed by Bylaw establishing the Granada Parks Advisory Committee General Rules of Procedure.

SECTION 353. Permits and Fees.

353 (01) No person shall enter, occupy or use a District Park or Recreation Area, or any area or facility therein, for which a user fee, deposit or permit is required without first obtaining any applicable permit and paying any applicable fees or deposits in the manner provided by this Article. Any person obtaining a permit to enter or use a District Park or Recreation Area shall display such permit in the manner provided by such permit.

353 (02) No person shall enter a self-registration fee payment area without first (1) depositing the applicable fees; and (2) completing and prominently displaying the permit, so that the permit number is clearly legible from the outside of the vehicle entering the Park or Recreation Area, according to all applicable guidelines either posted at the fee collection vault or printed on the permit.

353 (03) A violation of this section shall be an infraction punishable by (1) a fine not exceeding one hundred dollars (\$100) for a first violation; (2) a fine not exceeding two hundred dollars (\$200) for a second violation of this Article within one year; and (3) a fine not exceeding five hundred dollars (\$500) for each additional violation of this Article within one year.

SECTION 354. Method of Payment of Fees.

354 (01) Except as otherwise provided by this code, all fees and deposits established by the District for the entry or use of District Park and/or Recreation Areas or for designated privileges, services or materials, shall be paid to the Director or his or her designee in the manner determined by the Director. All fees collected shall be deposited in the Treasury of the District.

354 (02) The Director may designate any Recreation Area or District Park a "self-registration fee payment area." Payment of applicable fees for entry or use of a self-registration fee payment area shall be by deposit into a fee collection vault located at the entrance to such park or Recreation Area. The Director may establish, subject to approval by the Board, policies and procedures for collection of such fees including the hours and dates of collection. Pursuant to guidelines approved by the Board, the Director may waive payment and suspend collection of applicable fees at any self-registration fee payment area.

354 (03) All fee deposit envelopes, permits and receipts shall remain the property of District and shall be subject to inspection by, and surrendered upon demand to, the Director, or any District Park Ranger or other District-designated representative. Fees deposited in any fee collection vault, including any overpayment, are non-refundable. If the fee deposited is insufficient to pay in full the applicable fee, the remaining balance shall be due and payable to the Director or District Park Ranger upon demand.

SECTION 355. Fires.

355 (01) No person shall light, build, use or maintain a fire within any Recreation Area or any District Park or within any District Property, except in places specifically provided therefor, and said places shall not be used until user has removed all dead wood, moss, dry leaves or other combustible material which may have gathered around said place so that there is no possible danger of any fire spreading.

355 (02) No person responsible for an authorized fire in any Recreation area or in any District Park or on any District Property shall leave said fire unattended. When the user has finished with the fire, it shall be completely extinguished.

SECTION 356. General Protective Regulations.

356 (01) Vegetative. No person shall willfully or negligently pick, dig up, cut, mutilate, destroy, injure, disturb, move, molest, burn, carry away, collect or gather any tree or plant or portion thereof, including but not limited to, leaf mold, flowers, foliage, berries, fruit, grass, turf, humus, shrubs, cones, ferns, mushrooms and dead wood in any District Park or Recreation Area or on any District Property, or on any Hiking and Riding Trail. Nothing in this section shall prevent the taking of any tree or plant or portion thereof, including but not limited to leaf mold, flowers, foliage, berries, fruit, grass, turf, humus, shrubs, cones, ferns, mushrooms and dead wood in any District Park or Recreation Area, any Hiking and Riding Trail by public officials pursuant to their official duties or by scientific permit from the District or the San Mateo County Parks and Recreation Department, for the areas under their respective jurisdictions.

356 (02) Vandalism (Property). No person shall disturb, destroy, remove, deface or injure any property of the District which is located in any Recreation Area or in any District Park or Hiking and Riding Trail, or on any District Property. No person shall cut, carve, paint, mark, paste, or fasten on any tree, fence, wall, building, monument or other property in any District Park or Recreation Area, or Hiking and Riding Trail, or other property in any District Park or Recreation Area, or Hiking and Riding Trail, any advertisement, sign or inscription.

356 (03) Littering. No person shall place or throw bottles, broken glass, crockery, ashes, waste paper, cans or any decaying or putrid matter or other rubbish in any District Park or Recreation Area, except in a receptacle designated for that purpose, and no person shall import or deposit any rubbish into or in any District Park or Recreation Area, or Hiking and Riding Trail, or on any District Property. No person shall transport or dump any rock, rubble, dirt, sand, fill or other similar material into or in any District Park or Recreation Area without the permission of the Director, or the General Manager, or their representatives for the areas under their respective jurisdiction.

356 (04) Reserves and Preserves. All geological and archeological features, plants and animals (dead or alive) are protected and taking (including harassment, harm, hunting, shooting, wounding, killing, trapping, capturing, or collecting) of plants and animals is

prohibited, except the taking of such plants and animals as is permitted by regulations specific to the area.

- 356 (05) Watershed Protection. No person shall contaminate in any way whatsoever any watershed or water supply in any Recreation Area or in any District Park or in any District Property, or in the Watershed, or water supplies of any water purveyor holding a water purveyor's permit issued by the California Department of Health Services pursuant to Public Health Code, chapter 7, section 4011.
- 356 (06) Water Quality Protection. No person shall wash clothing or cooking utensils, bathe in, or in any other manner pollute the waters of any Recreation Area or any District Park or District Property, or in the Watershed, or water supplies of any water purveyor holding a water purveyor's permit issued by the California Department of Health Services pursuant to Public Health Code, chapter 7, section 4011.
- 356 (07) Geological Features Protection. No person shall destroy, disturb, mutilate or remove earth, sand, gravel, oil, minerals, rocks, or features of caves, or lay, or set off any explosive material or cause to be done or assist in doing any of said things in any District Park or Recreation Area or in any District Property, or Hiking and Riding Trail without the specific permission of the Director or the General Manager or Chief Engineer, or their representative, for the areas under their respective jurisdictions.
- 356 (08) Protection of Historical Features. No person shall remove, injure, disfigure, deface or destroy any object of paleontological, archaeological, or historical interest or value in any District Park or Recreation Area or in any District Property, or Hiking and Riding Trail nor shall any person engage in any excavation for said objects without first receiving written permission from the Director, or the General Manager or Chief Engineer, or their representatives.
- 356 (09) Domestic Animals. No dogs, cats, fowl or other domesticated animals shall be permitted to enter in any District Park or Recreation Area, either with or without a keeper. Nothing in this section shall prohibit a service animal required because of a disability and under the control of the person with the disability or a "police dog" under the control of a Peace Officer from entering a District Park or Recreation Area. No person shall release any captured wild animal within any District Park or Recreation Area except for authorized public officials pursuant to their duties.
- 356 (10) Abandoned Animals. No person shall abandon a dog, cat, fowl or other animal within any District Park or Recreation Area or within any District Property.
- 356 (11) Feeding Domesticated Animals. No person shall feed any abandoned domesticated animal in any District Park or Recreation Area.
- 356 (12) Horses Off Trails or Out of Designated Areas. No person shall ride, drive, lead, or keep a saddle horse, pony, mule or other such animal in any District Park or

Recreation Area except on such roads, trails or areas so designated and posted by the District.

- 356 (13) Wildlife. All District Parks and Recreation Areas are sanctuaries for wildlife. No person shall feed, disturb, frighten, hunt, trap, capture, wound, kill, or disturb the natural habitat of, any wild bird, mammal, reptile, fish, amphibian or invertebrate within a District Park or Recreation Area. This prohibition shall not apply to the following:
 - (A) Action taken by public officials or their employees or agents, within the scope of their authorized duties, to protect the public health and safety.
 - (B) The taking of fish as permitted by State Fish and Game Regulations.
 - (C) The capturing and/or taking of park wildlife for scientific research purposes when done with written permission from the District.
- 356 (14) Firearms and Dangerous Weapons. No person shall have in the person's possession within any District Park or Recreation Area or within any District Property, and no person shall fire or discharge, or cause to be fired or discharged, across, in, or into any portion of any District Park or Recreation area or any portion of any District Property, any gun or firearm, spear, bow and arrow, cross bow, slingshot, air or gas weapon or any other dangerous weapon.
- 356 (15) Loitering After Closing Time. It shall be unlawful for any person to remain in any District Park or Recreation Area, or in any facility within any District Park or Recreation Area, after the posted closing time, unless said person has lawful business therein.
- 356 (16) Gambling. Gambling in any form, or the operation of gambling devices for merchandise or otherwise in any District Park or Recreation Area or on any District Property is prohibited.
- 356 (17) Alcoholic Beverages. No person shall possess or consume alcoholic beverages, other than beer or wine, in any form within any District Park or Recreation Area or within any District Property. This section shall not prohibit the dispensing of all types of alcoholic beverages by a licensee under the laws of the State of California, under a food and bar concession from the District or the consumption of such beverages on the premises of such concessionaire, or the consumption of alcoholic beverages by persons holding a written occupancy permit issued by the Parks Director, or his or her representative, for areas under his or her jurisdiction.
- 356 (18) Private Operations. It shall be unlawful for any person to engage in the business of soliciting, selling or peddling of any liquids or edibles for human consumption, or to hawk, peddle or vend any goods, wares or merchandise of any kind, except upon specific concession or permit secured from the District, or the General Manager or his representative.

356 (19) Authorized Operations. All persons, firms, or corporations holding concessions shall keep the grounds used by them properly policed and shall maintain the premises in a sanitary condition to the satisfaction of the Director or General Manager for areas under their respective jurisdictions. No operator of any concession shall retain in his employment any person whose presence is deemed by the District or General Manager or Chief Engineer not to be conducive to good order and management.

356 (20) Commercial Filming. No person shall operate a still, motion picture, video or other camera for commercial purposes in any District Park or Recreation Area or on any District Property, except pursuant to a written permit from the Director or the General Manager, or their representative, for the areas under their respective jurisdictions authorizing such activity. This section shall not apply to the commercial operation of cameras as part of the bonafide reporting of news.

356 (21) Closed Areas. No person shall enter any road, trail or area that is posted as closed or restricted without permission from the District.

SECTION 357. Motor Vehicles.

No person shall operate any Motor Vehicle except upon established paved roads or other established paved areas specifically designated and maintained for normal ingress, egress, and parking. This section shall not apply to any emergency or District vehicle, physically handicapped persons operating wheelchairs or similar devices, or to any person acting in compliance with the directions of a District-designated representative, Park Ranger or Peace Officer.

SECTION 358. Parking.

No person shall park any Motor Vehicle as defined in this Article within a District Park or Recreation Area or on any or District Property, except upon areas designated for such use. No person shall park a Motor Vehicle, except an authorized emergency vehicle or when in compliance with the directions of a Peace Officer, Park Ranger or other District-designated representative in any of the following places:

In areas where prohibited by "NO PARKING" signs;

On any fire trail, road or access;

On any equestrian or hiking trail;

Blocking or obstructing any gate, entrance or exit;

On any lawn or grassy area;

In any picnic area;

In such a manner as to take up more than one "Marked" space in any authorized parking area;

In any area where such vehicle blocks or obstructs the free flow of traffic;

Within 15 feet of a fire hydrant;

Adjacent to any curb painted red;

In any District Park or Recreation Area; or

On any District Property after closing time except pursuant to a valid permit.

SECTION 359. Operation of Bicycles.

No person shall operate a bicycle in any District Park or Recreation Area, or on any other District Property, other than on a path designated and signed for that purpose or on a paved vehicular road meant for Motor Vehicles. All bicyclists shall ride in single file, except to pass. No bicyclist shall exceed a safe speed.

SECTION 360. Noise Policy.

360 (01) Declaration of Noise Policy. It is hereby declared to be the policy of the District to prohibit unnecessary, excessive, and annoying noises in all District Parks. At certain levels, noises are detrimental to the health and welfare of persons using District Parks or Recreation Areas, and it is in the public interest to proscribe such noises.

360 (02) Sound Amplifying Equipment. It shall be unlawful for any person to operate any Sound Amplifying Equipment. This section shall not apply to a person operating Sound Amplifying Equipment under a permit granted by the District.

SECTION 362. Dangerous Activities

Except in areas specifically designated and set aside from time to time by the District for such activities, no person shall engage in dangerous activities within any District Park or Recreation Area or within any other District Property, and in no case shall any person engage in any activity or operate any device recklessly or negligently so as to endanger the life, limb or property of any person. Dangerous activities include, but are not limited to:

Use or possession of fireworks of any kind;

Driving, chipping, or in any other manner playing or practicing golf, or hitting golf balls;

Operating self-propelled model airplanes, boats, automobiles, or other model craft of any kind or description;

Throwing, releasing, or discharging missiles, rockets, or similar projectiles.

Hang-gliding or parachuting;

Operating any gas or hot air balloon (other than a toy balloon).

Section 3. Article VIII of the Granada Community Services District Code is hereby amended to read as follows:

Text added is shown in bold double-underlined text (<u>example</u>) and text to be deleted is shown in strikethrough (<u>example</u>). Text in italics is explanatory and is not an amendment to the Code.

ARTICLE VIII ENFORCEMENT

SECTION 800. Responsibility.

800 (01) The primary responsibility for enforcement of the provisions of this Code shall be vested in the District; provided, however, that the <u>District Board of Directors shall</u> <u>appoint</u> District<u>-designated</u> representative(s), <u>which representative(s)</u> shall be, and are hereby, authorized and empowered, to act as enforcement agents of the District with power to inspect and issue <u>a Notice of Violation of any provision of this Code. Except where otherwise authorized by law, District-designated representatives shall be employed by the District at all times they are conducting enforcement duties.

Notwithstanding the foregoing, all actual prosecutions <u>or other enforcement actions</u> for violations of any of the provisions of this Code (including, without limitation, levying of fines, termination of service, revocation of permits, <u>towing</u>, and civil and criminal court actions, <u>and issuing Administrative Citations</u>, <u>Correction Orders</u>, <u>and Cease and Desist Orders</u>) shall be the exclusive responsibility of the District, <u>except for the concurrent authority hereby given under Subsection (02) below</u>.</u>

800 (02) The Sewer Authority Mid-Coastside (the Authority) shall have the authority as representatives and agent(s) of the District to enforce industrial waste standards and regulations adopted by the Authority, with the power to inspect and to request the District to. issue a Notice of Violation thereof and seek civil or criminal remedies, and issue Administrative Citations, against any discharger.

The District shall have the authority to investigate and enforce against violation of any and all rules and regulations for the administration, operation, use and maintenance of its property, facilities and/or services related to wastewater, solid waste, parks or recreation.

Notwithstanding any other provision of this Code, any Peace Officer is authorized to enforce any criminal violation of this Code.

SECTION 801. Powers and Authority of Inspectors.

The District's representatives bearing proper credentials and identification shall be permitted to enter upon all properties for the purpose of <u>inspection</u>, observation, measurement, sampling, and testing, <u>to ascertain compliance or noncompliance in accordance</u> with the provisions of this Code. The District-<u>designated</u> representatives are further empowered to ascertain the nature of such premises, the type of activities carried

on thereon, , and any other facts and information reasonably necessary to carry out the provisions of this Code.

SECTION 802. Correction of Violation.

802 (01) The District or District-designated representatives are hereby authorized to issue a written order to any party having violated any provision of this Code (whether related to wastewater, solid waste, parks or recreation or otherwise) to correct said violation by a reasonable deadline for such correction set forth in such order. If the violator does not comply with the order to correct the violation by the deadline established, the District may correct such violation and the cost of such correction may be charged by the District to the violator. In the case of a wastewater-related violation, the cost of such correction may be added to any sewer service charge payable by the person violating the Code and/or the occupant. Tenant or owner of the property upon which the violation occurred, and the District shall have such remedies for the collection of such cost as it has for the collection of sewer service charges.

802 (02) Notification of Unauthorized Discharges. Every customer shall notify the District immediately upon discharging wastes or wastewater in violation of the provisions of this Code, or any permit issued pursuant to this Code. A **Every** customer who discharges, causes to be discharged, or permits to be discharged such wastes or wastewater shall, within 15 days of the occurrence thereof, submit a written report to the District describing the cause or causes of such unauthorized discharge, and measures taken, or proposed to be taken, to **clean up said discharge, restore the area to sanitary status, and** prevent future similar occurrences. Such report shall not relieve any customer of liability for any expense, loss, or damage suffered or incurred by the District, the Authority **or any other person**, directly or indirectly, by reason of such unauthorized discharge. Such report shall not relieve or absolve any person from civil liabilities, or imposition of civil or criminal penalties in any manner whatsoever.

802 (03) Notices to Employees Regarding Unauthorized Discharges. Every non-domestic customer shall prominently post a notice on the customer's premises advising of the requirement to notify the District of any unauthorized discharge, including the telephone number of the District to be called in the event of such discharge. The District may require any customer to inform and advise the customer's officers, agents, and employees of the provisions of this Code, or the provisions of any permit issued pursuant to this Code, or of other requirements of law, or of any other information which may be of assistance in ensuring compliance with said Code, permit, or other requirements of law.

802 (04) Cease and Desist orders. Upon a determination by the District that a <u>violation</u> of any provision of this Code, or of any provision of any permit issued pursuant to this Code, the District may issue a written order to the violator to cease and desist such <u>violation</u>. This includes but is not limited to a determination that a discharge of waste or wastewater has occurred, or is occurring, or is about to occur, in violation of any provision of this Code, or of any provision of any wastewater-related permit issued

pursuant to this Code, in which case the District may issue an order to cease and desist such discharge, or any practice or operation likely to cause such discharge and further order such person to:

Any such cease and desist order may, in the District's sole discretion further order the violator to:

- (A) Comply forthwith with the provisions of this Code, or the provisions of any permit issued pursuant to this Code;
- (B) Comply in accordance with a time schedule established by the District; and/or
- (C) Take appropriate remedial or preventative action.

802 (05) Time Schedules. Upon a determination by the District that a violation of any provision of this Code or any provision of a permit issued pursuant to this Code has occurred, is occurring, or is about to occur (including but not limited to a District determination that a discharge of waste or wastewater has occurred, or is occurring or is about to occur in violation of the provisions of this Code, or in violation of any provision of a permit issued pursuant to this Code), the District may require the person or customer having so committed such violation discharged, or discharging, or about to discharge, to submit for approval, subject to such modifications, terms and conditions as the District reasonably deems necessary or appropriate, a detailed time schedule of specific actions which the person or customer shall take in order to eliminate or prevent such violation or violations.

802 (06) **Remediation of** Damage to Wastewater District or Authority Facilities and/or Emergency Corrections. In the event repairs, construction, or other public work is performed on any premises pursuant to any provision of law authorizing such public work and/or the emergency performance of such public work and the expenditure of public funds therefor, or pursuant to any other provision of law authorizing public work on private property in order to correct, eliminate or abate a condition upon such premises which threatens to cause, causes, or has caused damage to District or Authority the wastewater Facilities, or which otherwise threatens to cause, causes, or has caused a violation of any provision of this Code, or of any other requirement of law, the party or parties customer responsible for the occurrence or condition giving rise to such work the occupant and the owner of the premises shall be liable, jointly and severally, to the District and/or the Authority for such public expenditures. In the event of remediation of damage to District and/or Authority wastewater facilities and/or emercency performance thereof, the occupant, tenant and/or owner of the premises shall also be liable, jointly and severally, to the District and/or the Authority for such public expenditures.

In order to enforce the provisions of this Code <u>relating to unlawful discharges or</u> <u>unauthorized use of or damage to sewer lines or wastewater facilities</u>, the District may correct any violation. The cost of such correction may be added to any sewer service charge payable by the person violating <u>these provisions of</u> the Code or the owner or tenant of the property upon which the violation occurred, and the District shall have such remedies for the collection of such costs as it has for the collection of sewer service

charges. The District may also petition the Superior Court for the issuance of a preliminary or permanent injunction, or both, as may be appropriate, restraining any person from the continued violation of this Code.

802 (07) Court Injunctions. Upon a determination by the District that a <u>violation of any provision of this Code or any provision of a permit issued pursuant to this Code has occurred, is occurring, or is about to occur (including but not limited to a District determination that a discharge of waste or wastewater has occurred, or is occurring, or is about to occur in violation of the provisions of the Code, or in violation of any provision of a permit issued pursuant to the Code), and/or further that the <u>violator or any</u> customer, occupant or owner of the <u>any</u> premises involved has not complied with the provisions of a duly issued cease and desist order as prescribed in Subsection 802 (04) and/or has not complied with the terms and conditions of a time schedule as described in Subsection 802 (05), approved by the District, then the violation shall be reviewed by the District Board which may request a court injunction in order to compel the <u>violator or any</u> customer, occupant, or owner of said premises to do or to refrain from doing a specified act or acts in order to correct the violation. <u>The District may also petition the court for the issuance of a preliminary or permanent injunction, or both, as may be appropriate, restraining any person from the continued violation of this Code.</u></u>

SECTION 803. Termination of Sewer Service.

In order to effect its powers and subject to the provisions of this Section, the District may terminate <u>sewer</u>sanitary wastewater service to any premises from which wastes or wastewater have been discharged, are being discharged, or are threatened to be discharged in violation of any provision of this Code, or because of a delinquency in the payment of any charge or fee assessed by the District, or because of a violation of any other **sewer service-related** requirement of law or this Code.

803 (01) Notification/Hearing. Prior to termination of <u>sewer</u> service, the District Board shall notify, in writing, the owner and tenant, if any, of such property that <u>sewer</u> service is intended to be terminated, which notice shall state the date of proposed termination of service, the reason(s) therefor, and the date, time and place of a hearing to be held by the District Board upon the question of the termination. Such notice shall be mailed to the owner at the address shown on the records of the assessor of the County of San Mateo or as known to the District, and a copy shall be delivered to the tenant or posted conspicuously on the property. The hearing shall be held not less than ten (10) days after notice is given herein described.

Any owner, the customer, the tenant, the alleged violator, the District's General Manager, the Assistant <u>General Manager or other duly established</u> representatives and any other person the District Board deems appropriate shall be heard at the hearing on the question of termination of <u>sewer</u> service. The District Board shall make such order as it deems appropriate under the circumstances and in furtherance of the purposes and intent of this Code.

803 (02) Imminent Threat. Notwithstanding the foregoing, any unauthorized connection with or opening into the public sanitary wastewater system or appurtenance facilities or discharge thereof into the wastewater facilities may be abated by the District without notice if such unauthorized connection or opening or discharge poses an imminent threat of damage to the District's wastewater facilities or of injury to the public health, safety andor welfare.

803 (03) Public Hazard or Nuisance. In the event a disconnection from the wastewater facilities would create a public hazard or nuisance, the District's **General Manager**, **Assistant General Manager or other duly established** representatives may enter upon the premises for the purpose of doing such things as may be reasonably necessary to alleviate or remove such hazard or menace. The owner of such premises shall have a duty to reimburse the District for all expenses incurred by the District in disconnecting any such premises, or in doing other things authorized by this Section; and no reconnection shall be made until all such charges are paid.

SECTION 804. Revocation of Permits.

804 (01) Subject to the procedure set forth in Subsection (02) below, the District Board may revoke any permit issued pursuant to the provisions of this Code upon a determination by the District Board that:

- (A) The permittee has failed to factually report the wastewater constituents, characteristics, or volume of the permitted wastewater discharge;
- (B) The permittee has failed to report significant or substantial changes in the operations conducted upon the premises to which the permit pertains, or significant or substantial changes in wastewater constituents, characteristics, or volumes pertaining to said premises;
- (C) The permittee has refused, or failed to permit, reasonable access to the premises to which the permit pertains; or
- (D) The permittee has violated, caused to be violated, or allowed to be violated, any term, condition, or provision of the permit.

804 (02) Prior to revocation of the permit, the District Board shall notify, in writing, the **the permittee (and in the case of a permit affecting District services to the real property of another, the** owner and tenant, the customer and alleged violator) that the permit is intended to be revoked, which notice shall state the date of the proposed revocation, the reason(s) therefor, and the date, time and place a hearing shall be held by the District Board upon the question of revocation of the permit. Such notice shall be mailed to the owner at the address shown on the records of the assessor of the County of San Mateo, or as known to the District, and a copy shall be delivered to the tenant or posted conspicuously on the property. Such hearing shall not be held less than ten (10) days subsequent to the giving of notice as herein described.

The permittee (and in the case of a permit affecting District services to the real property of another, the Any-owner, the customer, the tenant, customer and the alleged violator), the District's General Manager or other duly established representatives and any other person the District Board deems appropriate shall be heard at the hearing on the question of revocation of the permit. The District Board shall make such order as it deems appropriate under the circumstances and in furtherance of the purpose and intent of the permit and other provisions of the Code.

SECTION 805. Administrative Citations, Orders and Remedies 805 (01) Authority. A District-designated representative may issue an Administrative Citation for any violation of this Code, as well as for a breach or violation of any condition of a permit, approval or license issued pursuant to this Code. Additionally, the District may tow, at the owner's expense, any vehicle not authorized to be on District Property (as defined in Article 3.5) or found by a District-dedsignated representative to be parked in violation of any provision of this Code. The administrative fines and costs prescribed herein may be sought in addition to any other legal remedies, including, but not limited to, civil and criminal penalties, injunctive relief, and specific performance. The issuance of Administrative Citations and administrative orders shall not be deemed a waiver of any other enforcement remedies available at law to the District. The use of the remedies and procedures of this section shall be at the sole discretion of the District.

805 (02) Administative Citation. Whenever a District-designated representative is authorized by Section 805(01) to issue a citation imposing an administrative fine or fines to the responsible person(s), each Administrative Citation shall contain the following information:

- (A) The name and mailing address of each responsible person, if this information is readily available;
- (B) The date of each violation, or the date of detection of each violation, if different;
- (C) The address or description of the location of each violation;
- (D) The section or sections of this Code that were violated;
- (E) A brief description of the acts or omissions constituting each violation;
- (F) If applicable, the date a Notice of Violation was issued and the date that Notice set for correction of the violation;
- (G) The amount of the fine(s) for the violation(s);
- (H) A description of the fine payment process, including a description of the time within which and the place to which the fine shall be paid; and
- (I) The title of the citing District-designated representative; and
- (J) The procedure and deadline to appeal the Administrative Citation.

805 (03) Service of Administrative Citation. Service of an Administrative Citation may be accomplished by delivering the Administrative Citation to the responsible person in the following ways:

- (A) Hand delivery;
- (B) Service by certified or first class mail; or
- (C) Affixing the citation on the personal property of the responsible person, if this personal property is located on District Property and is the source of the Code violation.

Service by certified or first class mail shall be made to the owner at the address shown on the latest available assessment roll, or as otherwise known to the City Manager. Service shall be effective on the date of the mailing. If the document(s) is sent by certified mail and the certification is returned unsigned, then service shall be deemed effective pursuant to first class mail, provided the document(s) sent by first class mail is not returned. Proof of service shall be certified at the time of service by a declaration executed by the person affecting service, declaring the time, date and manner in which service was made. Whenever reasonably possible, the District shall collect and retain a receipt acknowledging receipt of service signed by the responsible party.

805 (04) Towing. A District-designated representative may order the towing, at the owners expense, of any vehicle not authorized to be on District Property or found to be parked in violation of any provision of this Code. If towing was based on a violation of the District Code, the District-designated representative shall issue and serve an Administrative Citation, according to Section 805(02). The District shall post signs in plain view at all entrances to the property prohibiting public parking, indicating that vehicles will be removed at the owner's expense, and contianing the telephone number of the District office and the name and number of the towing company that is a party to a written general towing authorization agreement with the owner or person in lawful possession of the property.

805 (05) Administrative Citation fines. The amount of the administrative fine for each violation of a section of this Code shall be (1) a fine of not more than one hundred dollars (\$100); (2) a fine not exceeding two hundred dollars (\$200) for a second violation of the same section of this Code or Condition of Approval within one year; (3) a fine not exceeding five hundred dollars (\$500) for each additional violation of the same section of this Code or Condition of Approval within one year. Each person is liable for a separate offense for each and every day during any portion of which any violation of this Code or Condition of Approval is committed, continued, maintained, or permitted by such person. Separate fines shall apply to each separate violation. Unless the Administrative Citation is appealed, payment must be delivered to the District office and paid in full within sixty (60) calendar days after the Administrative Citation is issued and served.

805 (06) Failure to pay fines. Failure to pay fines and costs in full by the payment deadline shall constitute a separate violation of this Code punishable as a misdemeanor, infraction, or Administrative Citation. Monthly late payment charges of ten percent (10%) shall accrue for any fines and costs unpaid by the due date. Failure to pay the assessed administrative fines by the due date shall constitute a debt that may be collected in any manner allowed by law. Where authorized by law, the District shall be entitled to recover its attorneys' fees and costs arising from an action to collect an administrative fine and/or late charge if it is the prevailing party.

805 (07) Administrative Citation Review hearing.

805 (07) (A) Administrative Hearing Officer. All Administrative Citation Review hearings on Administrative Citations shall be heard and conducted by an Administrative Hearing Officer. The District Manager or Board of Directors shall designate an Administrative Hearing Officer for Administrative Citation Review hearings. The Administrative Hearing Officer shall not be the District-designated representative that issued the citation(s) that are the subject matter of the hearing. The employment, performance evaluation, compensation and/or benefits, if any, of the Administrative Hearing Officer shall not be directly or indirectly conditioned upon the number of Administrative Citations or amount of fines upheld, revised, or otherwise issued by the Administrative Hearing Officer.

805 (07) (B) Request for Administrative Citation Review hearing. Any recipient of an Administrative Citation pursuant to this Code may contest the Administrative Citation before an Administrative Hearing Officer. The request for an Administrative Citation Review hearing shall be submitted in writing within thirty (30) calendar days from the date the Administrative Citation is served, and shall provide the mailing address and other contact information of the recipient of the Administrative Citation and state the grounds for contesting the Administrative Citation. Failure to request an administrative hearing within the time allotted to do so shall render inapplicable all other hearing provisions contained in this Code and shall constitute a failure to exhaust administrative remedies.

805 (07) (C) Notice and time of hearing. Written notice of the Administrative Citation Review hearing shall be served by regular first class mail on each person to whom the Administrative Citation was addressed and shall contain the date, time and place at which the hearing shall be conducted. The hearing shall occur within thirty (30) calendar days from the date of the mailing of the notice of hearing. The Administrative Citation Review hearing shall be held within sixty (60) days of the request for the hearing by the recipient of the Administrative Citation. The Administrative Hearing Officer may issue a one-time continuance of the hearing date for up to forty-five (45) days, upon a showing of good cause. Any request for a continuance or any other notice that the recipient of the administrative citation cannot appear on the date of the hearing must be made prior to the hearing date.

The Administrative Hearing Officer shall not consider a late request for a continuance or other notice of unavailability.

805 (07) (D) Hearing procedure. The recipient of an Administrative Citation may choose to conduct the Administrative Citation Review hearing in person or through a written declaration. The recipient of the Administrative Citation must notify the District in the request for a hearing if the recipient elects to conduct the hearing by written declaration. Absent such notification, the District shall schedule and conduct an in-person hearing on the matter:

805 (07) (E) In-person hearing. During an in-person hearing, the recipient of the Administrative Citation may submit evidence and offer testimony regarding the violation. All oral and written evidence presented at the hearing shall be presented under oath and under penalty of perjury, and only relevant evidence shall be submitted and considered. Each party, including the District, may present oral and written, audio, and visual evidence and call, examine, and cross-examine witnesses. In addition to any other evidence the District presents, the District shall be allowed to submit as evidence any Administrative Citations and any additional reports submitted by the District representative that issued the Administrative Citation. The in-person hearing may be conducted face-to-face or telephonically.

805 (07) (F) Hearing by written declaration. In lieu of an in-person hearing, the recipient of the Administrative Citation may elect to proceed with an Administrative Citation Review hearing by written declaration signed under penalty of perjury. The written declaration may contain visual or audio evidence submitted as attachments to the written declaration or by compact disc or other form of commonly used modern digital media. The Administrative Hearing Officer shall only consider evidence relevant to the Administrative Citation at issue.

805 (07) (G) Failure to appear. The unexcused failure of any recipient of an Administrative Citation to appear at a properly noticed hearing on the designated hearing date, or to submit a written declaration by a properly noticed submission deadline, shall cause the forfeiture of the hearing, and a Decision by default shall be entered in favor of the District. Failure to appear or to submit a written declaration shall constitute a failure to exhaust administrative remedies. Refusal to participate in the hearing process, either in-person or through written declaration, shall constitute a failure to appear and an admission of the violations alleged.

805 (07) (H) Withdrawal of hearing request. Any person who has requested a hearing on the issuance of an Administrative Citation may withdraw the hearing request upon written notice to the District. A withdrawal of the hearing request shall constitute a waiver of any right to challenge the underlying Administrative Citation. A withdrawal under this section shall also bar judicial review of the Administrative Citation for failure to exhaust administrative remedies. Administrative fines must be paid no later than thirty (30) days after the District receives the written notice of withdrawal of the hearing request.

805 (07) (I) Administrative Hearing Decision. After considering all relevant testimony and other evidence submitted at the hearing or contained in the written declaration, the Administrative Hearing Officer shall determine if the recipient of the Administrative Citation is liable for the underlying violation by a preponderance of the evidence. Within thirty (30) days following the conclusion of the hearing or the deadline by which to submit a written declaration, the Administrative Hearing Officer shall issue a written Administrative Hearing Decision, including findings regarding the existence of each violation, the deadline to pay any assessed fines and costs, and notice of the right to judicial review, where such a right exists. The recipient of the Administrative Citation shall be served with a copy of the Administrative Hearing Decision within ten (10) calendar days following its issuance. Service is complete upon depositing the Administrative Hearing Decision in the mail (regular fist class prepaid) or hand delivery to the recipient of the Administrative Citation. The Administrative Hearing Decision shall be final upon service on the responsible person, subject only to judicial review as allowed by law.

805 (07) (J) Assessment of Fines. If, after reviewing the evidence presented in the hearing or written declaration, the Administrative Hearing Officer determines by a preponderance of the evidence that the recipient of the Administrative Citation committed the alleged violation, the Administrative Hearing Officer shall assess an administrative fine according to Section 805(05). In the interest of justice, the Administrative Hearing Officer, in the Officer's discretion, may reduce the amount of the administrative fine.

805 (07) (K) Assessment of administrative costs. If the Administrative Hearing Officer determines the recipient of the Administrative Citation is liable for the underlying violation, the Administrative Hearing Officer may assess administrative costs against each liable party. Administrative costs may include all costs incurred by the District in connection with the hearing, including investigation and staffing costs incurred in preparation for the hearing and for the hearing itself.

805 (07) (L) Payment of fines and costs. Any person who, after the hearing, is found liable for the underlying violation by the Administrative Hearing Officer shall remit the balance of the administrative fines and any assessed administrative hearing costs pursuant to the Administrative Hearing Decision Absent a finding of good cause by the District-designated representative to extend the payment deadline, each liable party has thirty (30) days from the date of service of the Administrative Hearing Decision to pay any fines and costs in full.

SECTION 806 805. Public Nuisance.

Any discharge or threatened discharge, or any condition which is in any manner in violation of the <u>any</u> provision of this Code, or of any permit issued pursuant to this Code, or of any order or directive of the District representative authorized by this Code, shall be, and the same is hereby declared to be, unlawful and a public nuisance. Such nuisance

may be abated, removed, or enjoined, and damages assessed therefor, in any manner provided by law.

SECTION <u>807</u> 806. Criminal Penalties.

807 (01) Any person found to be violating any provision of this Coderule, regulation, or ordinance adopted by the Board of Directors shall be guilty of a misdemeanor punishable by a fine of one thousand dollars (\$1,000.00), or by imprisonment in the County jail for a period of one monthnot exceeding six months, or by both, for each violation committed.

807 (02) Each day in which any such violation shall continue shall be deemed a separate offense.

807 (03) The District General Manager or the District Board shall have the discretion to charge any violation constituting a misdemeanor as an infraction punishable by (1) a fine not exceeding one hundred dollars (\$100) for a first violation; (2) a fine not exceeding two hundred dollars (\$200) for a second violation within one year; and (3) a fine not exceeding five hundred dollars (\$500) for each additional violation within one year.

SECTION 808 807. Remedies Cumulative.

The remedies provided for in this Code shall be cumulative and not exclusive, and shall be in addition to any or all other remedies available to the District.

SECTION 809. Enforcement of Collection Charges, Fines and Penalties

Any charges, fines, or penalties (including for the collection and enforcement of rates or other charges) provided by Sections 303 (03) and 700(11)(E) of this Code, or any other sections of this Code, are cumulative and not exclusive and the District may pursue any or all other remedies available to the District alternatively, concurrently, or consecutively.

Section 4. California Environmental Quality Act

Pursuant to the California Environmental Quality Act ("CEQA"), this action to amend the District Ordinance Code relating to enforcement against unlawful dumping and parking on district parks and other district property is exempt under California Code of Regulations, Title 14, Section 15061(b)(3) which provides that CEQA applies only to projects which have the potential of causing a significant effect on the environment, and that where, as here, it can be seen with certainty that there is no reasonable possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action is also exempt under California Code of Regulations, Title 14, Section 15308, which exempts actions, such this one, which assure the maintenance, restoration, enhancement or protection of the environment.

The above and foregoing Ordinance was regularly introduced at a meeting of the Board of Directors of the Granada Community Services District held on the 15th day of December 2016, and thereafter passed and adopted at a meeting of the Board of Directors of the Granada Community Services District on the 18th day of January 2017, by the following vote:

AYES: and in favor thereof:		
NOES: Members:		
ABSENT: Members:		
ABSTAIN: Members:		
Approved:		
Jim Blanchard, President		
Countersigned:		
Delia Comito, District Secretary		

ITEM #5

GRANADA COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

To: Board of Directors

From: Chuck Duffy, General Manager

Subject: Consideration of Agreement with Dudek for General Manager and

Management Services

Date: February 16, 2017

Attached is the District's standard independent contractor agreement, for General Manager and Management Services. The agreement is substantially unchanged from previous years, with the exception of a new agreement time frame, an updated signature block, and an updated 2017 fee schedule.

INDEPENDENT CONTRACTOR AGREEMENT FOR GENERAL MANAGER

THIS AGREEMENT is entered into effective the 1st day of February 2017, by and between the GRANADA COMMUNITY SERVICES DISTRICT (hereinafter called "GCSD"), and DUDEK (hereinafter called "Manager"). The parties agree as follows:

- 1. <u>DUTIES</u>. Manager agrees to exercise due skill and care to perform the functions and duties of a General Manager and management services for GCSD, including but not limited to those duties identified under *Exhibit A Scope of Services* attached hereto, and to accomplish such other results as the GCSD Board of Directors shall from time to time assign. For the purposes of this agreement, Chuck Duffy shall be designated as the General Manager for GCSD. Manager shall not change this designation without the prior approval of GCSD.
- 2. <u>COMPENSATION</u>. In consideration for Manager accomplishing said result, GCSD agrees to pay Manager in accordance with the attached *Exhibit B Standard Schedule of Charges* to accomplish the above described functions and duties. Other charges or fees shall also paid in accordance with *Exhibit B*, so long as such Standard Schedule of Charges is not inconsistent with this Agreement. Payment will be made to Manager within 45 days of receipt of each monthly invoice for services rendered submitted by Manager. If GCSD fails to pay Manager within 45 days after any invoice is rendered, GCSD agrees Manager shall have the right to consider such failure in payment a material breach of this entire Agreement, and, upon written notice, the duties, obligations, and responsibilities of Manager under this Agreement are suspended or terminated. In such event GCSD shall promptly pay Manager for all fees, charges, and services provided by Manager. GCSD agrees that the periodic billings from Manager to GCSD are correct, conclusive, and binding on GCSD unless GCSD, within 20 days from the date of receipt of such billing, notifies Manager in writing of alleged inaccuracies, discrepancies, or errors in billing. GCSD shall in any event pay the portion of the invoice not in dispute.
- 3. <u>TERM</u>. The term of this Agreement shall be from February 1, 2017, through and including January 31, 2020.
- 4. <u>EARLY TERMINATION</u>. Either party hereto may terminate this Agreement at any time by giving 30 days written notice to the other party. GCSD may cease to assign functions or duties to Manager at any time without the same constituting a breach of this Agreement.
- 5. <u>INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS</u>. Manager shall exonerate, indemnify, defend, and hold harmless GCSD (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
 - A. Any and all Federal, State and Local taxes, charges, fees, insurance, benefits, or contributions required to be paid with respect to Manager and Manager's officers, employees and agents engaged in the performance of this Agreement (including, without

limitation, unemployment insurance, social security, health benefits, retirement benefits [including PERS], other benefits or insurance, and payroll tax withholding). The parties agree that because Manager is an independent contractor, none of the foregoing taxes, charges, fees, benefits or contributions are required to be paid to or on behalf of Manager.

- B. Manager agrees to indemnify, defend, and hold harmless GCSD, its officers, officials, employees, and agents from and against all claims, lawsuits, liabilities, or damages to the extent caused by any negligent or other faulty act or omission of Manager, his agents, employees, subcontractors, and subconsultants pursuant to this Agreement, but excluding such claims or liabilities to the extent caused by the negligence or willful misconduct of GCSD, its officers, agents, and/or employees, or other third parties.
- C. GCSD agrees to indemnify, defend, and hold harmless Manager, its officers, officials, employees, and agents from and against all claims, lawsuits, liabilities, or damages to the extent caused by any negligent or other faulty act or omission of Manager, its agents, employees, subcontractors and subconsultants pursuant to this Agreement, but excluding such claims or liabilities to the extent caused by the negligence or willful misconduct of Manager, its officers, agents, and/or employees, or other third parties.
- 6. <u>INSURANCE</u>. Manager, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain, at minimum, compliance with the following insurance coverage(s) and requirements. Such insurance coverage shall be "occurrence coverage" insurance and shall be primary coverage as respects GCSD and any insurance or self-insurance maintained by GCSD shall be in excess of Manager's insurance coverage and shall not contribute to it.

A. Types of Required Insurance and Minimum Limits

- (1) Workers Compensation and Employer's Liability Insurance coverage in the minimum statutorily required coverage amounts.
- (2) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
- (3) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit.
- (4) Automobile Liability Insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damage
- B. <u>Other Insurance Provisions</u>. The required insurance policies, and each of them, are to contain, or be endorsed to contain, the following provisions or meet the following standards:

- (1) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the GCSD, its officers, officials, employees or volunteers.
- (2) GRANADA COMMUNITY SERVICES DISTRICT is an additional insured and the insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (3) <u>Acceptability of Insurers</u>. Insurance is to be placed with insurers with a Bests' rating of no less than A:VII.
- (5) <u>Verification of Coverage</u>. Contractor shall furnish GCSD with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the GCSD before work commences. GCSD reserves the right to require complete, certified copies of all required insurance policies, at any time.
- (5) The insurer will give, by first class mail, notice to the District at least 30 days prior to the effective date of any cancellation, lapse or material change in the policy.
- (6) The GCSD Board of Directors may approve a variation in those insurance requirements upon a determination that the coverages, scope, limits and/or forms of such insurance are either not commercially available or that GCSD's interests are otherwise fully protected.
- 7. <u>EQUAL EMPLOYMENT OPPORTUNITY</u>. During and in relation to the performance of this Agreement, Manager agrees as follows. Manager shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition(cancer related), marital status, sex, sexual orientation, age (over 40), veteran status, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. Manager agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provision of this non-discrimination clause.
- 8. <u>INDEPENDENT CONTRACTOR STATUS</u>. Manager and GCSD have reviewed and considered the principal test and secondary factors for determination of whether Manager is an independent contractor and not an employee and agree that Manager is an independent contractor and not an employee of GCSD. Manager is responsible for all taxes, charges fees, insurance, benefits or contributions required to be paid or withheld on behalf of Chuck Duffy and any employee or agent of Manager. Manager is not entitled to any GCSD employee benefits. GCSD agrees that Manager shall have the right to control the manner and means of performing the work contracted for herein.

- 9. NONASSIGNMENT. Except for Manager's use of subcontractors or subconsultants as provided under $Exhibit\ A-Scope\ of\ Services$, no party to this Agreement may assign any right or obligation pursuant to this Agreement. Any other attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
- 10. <u>RETENTION AND AUDIT OF RECORDS</u>. Manager shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by GCSD, whichever occurs first. Manager hereby agrees to be subject to the examination and audit by the GCSD Auditor, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.
- 11. <u>ENTIRE BINDING AGREEMENT; MODIFICATION</u>. This Agreement shall be binding upon the successors of GCSD and Manager. This Agreement contains the entire agreement between GCSD and Manager relating to Manager's performance of the functions and duties of Interim General Manager of the GCSD. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be required to be in writing and signed by both GCSD and Manager.
- 12. <u>WAIVER</u>. No covenant or condition of this Agreement can be waived except by the written consent of both GCSD and Manager. Forbearance or indulgence by GCSD and/or Manager in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by party obligated. GCSD and/or Manager shall be entitled to invoke any remedy available under this Agreement or by law or in equity despite said forbearance or indulgence. Nor shall GCSD's or Manager's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant.

13. <u>CONFIDENTIALITY</u>.

- A. Manager, its employees, agents, subconsultants and subcontractors may be granted access to certain confidential information provided by (or contained in the records of) GCSD and/or its attorneys in the course of performing the work required under this Agreement. Manager warrants that it shall keep all such information strictly confidential and agrees to undertake any actions necessary to ensure that Manager's employees, agents, subconsultants and subcontractors shall keep all such information confidential.
- B. Manager's obligation to maintain confidentiality concerning all confidential information received under this Agreement shall not terminate on completion of this Agreement, but rather shall survive the termination of this Agreement, regardless of the manner of termination.
- 14. <u>SEVERABILITY</u>. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this

agreement shall be valid and binding on the parties, unless the term, condition or covenant held invalid is a material part of the consideration for this Agreement.

- 15. <u>VENUE AND GOVERNING LAW</u>. If any party herein initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that venue thereof shall be the County of Santa Mateo, State of California. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California.
- 16. COPYYRIGHTED MATERIALS. All materials created by Manager (including but not limited to documents, studies, drawings, map models, photographs, field data, computerized material and reports) shall immediately be provided to GCSD as "deliverables" under this Agreement and GCSD shall immediately become entitled to possession and ownership thereof for the purposes intended by this Agreement. However Manager maintains the copy and intellectual property rights of such "deliverables" and hereby gives GCSD the right to use such "deliverables" for the project or purpose intended by GCSD. Manager shall have no financial or professional liability resulting from any unauthorized changes to said deliverables made by GCSD or other third parties, nor for any reliance or use of said deliverables by GCSD or other third parties for purposes other than as intended by this Agreement. If Manager's deliverables exist in electronic or computerized format, or are transferred in electronic or computerized format, any stamp, seal and signature shall be original to be valid, and may not be a computergenerated copy, photocopy, or facsimile transmission of the original.
- 17. <u>CAPTIONS</u>. Section headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement.
- 18. <u>TIME OF THE ESSENCE</u>. Time is hereby expressly declared to be of the essence in this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.
- 19. <u>COMPLIANCE WITH LAW</u>. In performing the work required under this Agreement, Manager shall comply with all applicable federal, state, local and GCSD laws, regulations, and ordinances.
- 20. <u>CONFLICT OF INTEREST</u>. Manager warrants that it presently does not have and will not acquire any direct or indirect financial interest which would conflict with its performance of this Agreement.
- 21. <u>NOTICES</u>. Any notice, tender, delivery, or other communication made in accordance with this Agreement shall be in writing and shall be addressed to the recipient party at the address indicated for that party below.

To GCSD:

Granada Community Services District Attn: District Administrator P.O. Box 335 To Manager:

Dudek Attn: Chuck Duffy 605 Third Street El Granada, CA 94018 tel. 650-726-7093 fax 650-726-7099 Encinitas, CA 92024 tel. 760-942-5147 fax 760-942-5206

- 22. <u>STANDARD OF PERFORMANCE</u>. Manager shall perform the work required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the general management profession in the GCSD geographical area. All instruments of service of whatsoever nature which Manager delivers to GCSD pursuant to this Agreement shall be prepared in a substantial, first class and manager-like manner and conform to the standards of quality normally observed by a person practicing in Manager's profession.
- 23. <u>ATTACHMENTS</u>. This Agreement includes the following attachments:

Exhibit A – Scope of Services

Exhibit B – Standard Schedule of Charges

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written and hereby represent having the authority to do so.

DUDEK	GRANADA COMMUNITY SERVICES DISTRICT
By: Frank Dudek, President	By: Jim Blanchard GCSD Board President
APPROVED AS TO FORM:	
By: Jonathan Wittwer,	
GCSD General Counsel	

Exhibit A

- Implementation of District Ordinances, Resolutions, Bylaws and Policies (including but not limited to processing and making recommendations regarding permits, fees and charges
- Enforcement of District Ordinances, Resolutions and Bylaws
- Management of Assessment District
- Hiring and employment decisions for temporary employees and recommendations regarding same for regular employees Overall management of District employees, agents, volunteers, consultants and contractors
- Preparation of District policy and procedure
- Direction of preparation of Agendas, Agenda materials and Notices for Board of Directors meetings
- Contract negotiation and agreement preparation
- Execution of District documents to the extent duly authorized to do so
- Annual budget forecasting and preparation
- Long range capital and strategic budget planning
- Review of monthly revenue and expenditure reports and annual audit
- Employee performance review
- Representation of District in meetings with officials of other agencies and entities with which the District does business
- Special projects management
- District master planning
- Organization of District record keeping

DUDEK 2017 STANDARD SCHEDULE OF CHARGES

Engineering Services	
Project Director	\$270 00/hr
Principal Engineer III	
Principal Engineer II	
Principal Engineer I	
Program Manager	
Senior Project Manager	
Project Manager	
Senior Engineer III	\$200.00/hr
Senior Engineer II	
Senior Engineer I	\$180 00/hr
Project Engineer IV/Technician IV	
Project Engineer III/Technician III	\$160 00/hr
Project Engineer II/Technician II	\$145 00/hr
Project Engineer I/Technician I	\$130.00/hr
Project Coordinator	\$100.00/hr
Engineering Assistant	\$95 00/hr
Lightosting / Colorativ	400.00////
ENVIRONMENTAL SERVICES	
Principal	\$240 00/hr
Senior Project Manager/Specialist II	\$225 00/hr
Senior Project Manager/Specialist I	\$215 00/hr
Environmental Specialist/Planner VI	
Environmental Specialist/Planner V	
Environmental Specialist/Planner IV	
Environmental Specialist/Planner III	\$155 00/hr
Environmental Specialist/Planner II	\$140 00/hr
Environmental Specialist/Planner I	\$125 00/hr
Analyst III	\$115 00/hr
Analyst II	\$105.00/hr
Analyst I	\$95.00/hr
Planning Assistant II	\$85.00/hr
Planning Assistant I	
1 latining Assistant 1	\$7 5.00/111
COASTAL PLANNING/POLICY SERVICES	
Senior Project Manager/Coastal Planner II	\$220 00/br
Senior Project Manager/Coastal Planner I	
Environmental Specialist/Coastal Planner VI	\$200.00/hr
Environmental Specialist/Coastal Planner V	
Environmental Specialist/Coastal Planner IV	
	. \$170.00/hr
Environmental Specialist/Coastal Planner III	. \$170.00/hr . \$160.00/hr
Environmental Specialist/Coastal Planner III Environmental Specialist/Coastal Planner II	. \$170.00/hr . \$160.00/hr . \$150.00/hr
Environmental Specialist/Coastal Planner III	. \$170.00/hr . \$160.00/hr . \$150.00/hr
Environmental Specialist/Coastal Planner III Environmental Specialist/Coastal Planner II Environmental Specialist/Coastal Planner I	. \$170.00/hr . \$160.00/hr . \$150.00/hr
Environmental Specialist/Coastal Planner III Environmental Specialist/Coastal Planner II Environmental Specialist/Coastal Planner I CULTURAL AND PALEONTOLOGICAL SERVICES	.\$170.00/hr .\$160.00/hr .\$150.00/hr .\$140.00/hr
Environmental Specialist/Coastal Planner III	.\$170.00/hr .\$160.00/hr .\$150.00/hr .\$140.00/hr
Environmental Specialist/Coastal Planner III	.\$170.00/hr .\$160.00/hr .\$150.00/hr .\$140.00/hr .\$215.00/hr .\$205.00/hr
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Environmental Specialist/Coastal Planner III	.\$170.00/hr .\$160.00/hr .\$150.00/hr .\$140.00/hr .\$215.00/hr .\$205.00/hr .\$185.00/hr .\$165.00/hr
Environmental Specialist/Coastal Planner III	.\$170.00/hr .\$160.00/hr .\$150.00/hr .\$140.00/hr .\$215.00/hr .\$205.00/hr .\$185.00/hr .\$165.00/hr .\$145.00/hr
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Environmental Specialist/Coastal Planner III	.\$170.00/hr .\$160.00/hr .\$150.00/hr .\$150.00/hr .\$140.00/hr .\$205.00/hr .\$185.00/hr .\$145.00/hr .\$135.00/hr .\$150.00/hr .\$150.00/hr .\$150.00/hr .\$150.00/hr .\$150.00/hr .\$150.00/hr
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Environmental Specialist/Coastal Planner III Environmental Specialist/Coastal Planner II Environmental Specialist/Coastal Planner I Environmental Specialist/Coastal Planner I CULTURAL AND PALEONTOLOGICAL SERVICES Senior Project Manager/Archaeologist II Senior Project Manager/Archaeologist II Environmental Specialist/Archaeologist IV Environmental Specialist/Archaeologist IV Environmental Specialist/Archaeologist III Environmental Specialist/Archaeologist II Environmental Specialist/Archaeologist II Environmental Specialist/Archaeologist I Environmental Specialist/Architectural Historian II Environmental Specialist/Paleontologist II Environmental Specialist/Paleontologist II Environmental Specialist/Paleontologist II Environmental Specialist/Paleontologist I Paleontological Technician III Paleontological Technician II Cultural Resources Technician II Cultural Resources Technician II Cultural Resources Technician II Construction Management Services Principal/Manager	\$170.00/hr \$160.00/hr \$150.00/hr \$150.00/hr \$140.00/hr \$205.00/hr \$185.00/hr \$145.00/hr \$125.00/hr \$125.00/hr \$125.00/hr \$125.00/hr \$125.00/hr \$125.00/hr \$150.00/hr \$150.00/hr \$150.00/hr \$150.00/hr \$155.00/hr \$155.00/hr \$155.00/hr \$155.00/hr
Environmental Specialist/Coastal Planner III Environmental Specialist/Coastal Planner II Environmental Specialist/Coastal Planner I Environmental Specialist/Coastal Planner I CULTURAL AND PALEONTOLOGICAL SERVICES Senior Project Manager/Archaeologist II Senior Project Manager/Archaeologist II Environmental Specialist/Archaeologist IV Environmental Specialist/Archaeologist IV Environmental Specialist/Archaeologist III Environmental Specialist/Archaeologist II Environmental Specialist/Archaeologist II Environmental Specialist/Archaeologist I Environmental Specialist/Architectural Historian II Environmental Specialist/Paleontologist II Environmental Specialist/Paleontologist II Environmental Specialist/Paleontologist II Environmental Specialist/Paleontologist II Paleontological Technician III Paleontological Technician II Cultural Resources Technician II Cultural Resources Technician II Cultural Resources Technician II CONSTRUCTION MANAGEMENT SERVICES Principal/Manager Senior Construction Manager	\$170.00/hr \$160.00/hr \$150.00/hr \$150.00/hr \$140.00/hr \$205.00/hr \$185.00/hr \$165.00/hr \$125.00/hr
Environmental Specialist/Coastal Planner III Environmental Specialist/Coastal Planner II Environmental Specialist/Coastal Planner I Environmental Specialist/Coastal Planner I CULTURAL AND PALEONTOLOGICAL SERVICES Senior Project Manager/Archaeologist II Senior Project Manager/Archaeologist II Environmental Specialist/Archaeologist IV Environmental Specialist/Archaeologist IV Environmental Specialist/Archaeologist III Environmental Specialist/Archaeologist II Environmental Specialist/Archaeologist II Environmental Specialist/Archaeologist I Environmental Specialist/Architectural Historian II Environmental Specialist/Paleontologist II Environmental Specialist/Paleontologist II Environmental Specialist/Paleontologist II Paleontological Technician III Paleontological Technician II Cultural Resources Technician II Cultural Resources Technician II Cultural Resources Technician II CONSTRUCTION MANAGEMENT SERVICES Principal/Manager Senior Construction Manager Senior Project Manager	.\$170.00/hr .\$160.00/hr .\$150.00/hr .\$150.00/hr .\$140.00/hr .\$205.00/hr .\$185.00/hr .\$165.00/hr .\$135.00/hr .\$125.00/hr .\$125.00/hr .\$125.00/hr .\$125.00/hr .\$150.00/hr .\$150.00/hr .\$150.00/hr .\$150.00/hr .\$150.00/hr .\$150.00/hr .\$150.00/hr .\$150.00/hr .\$150.00/hr .\$150.00/hr .\$150.00/hr .\$150.00/hr .\$150.00/hr .\$150.00/hr
Environmental Specialist/Coastal Planner III Environmental Specialist/Coastal Planner II Environmental Specialist/Coastal Planner I Environmental Specialist/Coastal Planner I CULTURAL AND PALEONTOLOGICAL SERVICES Senior Project Manager/Archaeologist II Senior Project Manager/Archaeologist II Environmental Specialist/Archaeologist IV Environmental Specialist/Archaeologist IV Environmental Specialist/Archaeologist III Environmental Specialist/Archaeologist II Environmental Specialist/Archaeologist II Environmental Specialist/Archaeologist I Environmental Specialist/Architectural Historian II Environmental Specialist/Paleontologist II Environmental Specialist/Paleontologist II Environmental Specialist/Paleontologist II Paleontological Technician III Paleontological Technician II Cultural Resources Technician II Cultural Resources Technician II Cultural Resources Technician II Construction Manager Senior Construction Manager Senior Project Manager Construction Manager	.\$170.00/hr .\$160.00/hr .\$150.00/hr .\$150.00/hr .\$140.00/hr .\$205.00/hr .\$185.00/hr .\$145.00/hr .\$135.00/hr .\$125.00/hr .\$125.00/hr .\$125.00/hr .\$125.00/hr .\$150.00/hr .\$150.00/hr .\$150.00/hr .\$150.00/hr .\$150.00/hr .\$150.00/hr .\$150.00/hr .\$150.00/hr .\$150.00/hr .\$150.00/hr .\$150.00/hr .\$150.00/hr
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COMPLIANCE SERVICES	
Compliance Director	\$205.00/hr
Compliance Manager	
Compliance Project Coordinator	. \$105.00/hr
Compliance Monitor	\$95.00/hr
·	
HYDROGEOLOGICAL SERVICES	
Principal	. \$260.00/hr
Principal Hydrogeologist/Engineer	
Sr. Hydrogeologist IV/Engineer IV	
Sr. Hydrogeologist III/Engineer III	
Sr. Hydrogeologist II/Engineer II	
Sr. Hydrogeologist I/Engineer I	. \$180.00/hr
Hydrogeologist VI/Engineer VI	\$160.00/nr
Hydrogeologist V/Engineer V	. \$150.00/nr
Hydrogeologist IV/Engineer IV	. \$140.00/nr
Hydrogeologist III/Engineer III Hydrogeologist II/Engineer II	. \$130.00/III
Hydrogeologist I/Engineer I	\$120.00/III
Technician	
1 ecililolati	. φ100.00/111
DISTRICT MANAGEMENT & OPERATIONS	
District General Manager	. \$185.00/hr
District Engineer	. \$175.00/hr
Operations Manager	
District Secretary/Accountant	. \$100.00/hr
Collections System Manager	. \$100.00/hr
Grade V Operator	
Grade IV Operator	
Grade III Operator	
Grade II Operator	
Grade I Operator	\$55.00/hr
Operator in Training	\$40.00/hr
Collection Maintenance Worker II	\$40.00/hr \$60.00/hr
Collection Maintenance Worker II	\$40.00/hr \$60.00/hr \$45.00/hr
Collection Maintenance Worker II	\$40.00/hr \$60.00/hr \$45.00/hr . \$160.00/hr
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Forensic Engineering – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost

Invoices, Late Charges - All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay a monthly late charge equal to 1% per month of the outstanding balance

Annual Increases – Unless identified otherwise, these standard rates will increase 3% annually.

ITEM #6

MINUTES

SEWER AUTHORITY MID-COASTSIDE

Board of Directors Meeting

Special Board Meeting 11:00 A.M., Saturday, January 21, 2017

1. CALL TO ORDER

Chair Slater-Carter called the meeting to order at 11:06 a.m.

- A. Pledge of Allegiance
- B. Roll Call

Directors Boyd, Lohman, Penrose, Ruddock, Slater-Carter, and Woren were present. Also present were General Manager Marshall, Engineering & Construction Contracts Manager Prathivadi, and Martin Rauch from Rauch Communications Consultants, Inc.

2. PUBLIC COMMENT

There was no public comment.

3. STRATEGIC PLAN WORKSHOP

Martin Rauch led the discussion. No actions were taken.

Director Lohman left the meeting at 1:30 p.m.

The draft Plan will be presented to the Board at a regular meeting for discussion and possible approval. Staff will update the Board on next steps at the January 23, 2017, Board meeting.

4. ADJOURNMENT

Chair Slater-Carter adjourned the n	neeting at 3:02 p.m.
Respectfully Submitted,	Approved By:
 Kathy Matthews	Board Secretary
Recording Secretary	

MINUTES SAM BOARD OF DIRECTORS MEETING January 23, 2017

1. CALL TO ORDER

Chair Slater-Carter called the meeting to order at 7:05 p.m. at the SAM Administration Building, located at 1000 N. Cabrillo Highway, Half Moon Bay, CA 94019

- A. Pledge of Allegiance
- B. Roll Call

Directors Kowalczyk (alternate for Ruddock), Lohman, Woren, Slater-Carter, Penrose, and Boyd were present. Also present were Legal Counsel Nelson, General Manager Marshall, Engineering & Construction Contract Manager Prathivadi, and Supervisor of Treatment/Field Operations Costello.

2. SPECIAL ORDER OF THE DAY

A. Presentation by SMCRCD on 2016/17 First Flush
Brittani Bohlke of the San Mateo County Resource Conservation District (SMCRCD)
presented the Board with the First Flush Water Quality results for 2016. She reported
that the First Flush Program took place on October 14, 2016, when the area received
.45 inches of rain. She went on to discuss the programs partners, the program
objectives and the 2016 sample sites. She also described the RCD tests for the major
water quality perimeters, the physical tests, and the training and mobilization of
volunteers. She reviewed the 2016 test results with the Board and discussed the
program's next steps. A discussion ensued. Following discussion, the Board thanked
Ms. Bolkhe for her presentation.

3. PUBLIC COMMENT

Chair Slater-Carter thanked the crew and management of SAM for their hard work, efforts and dedication keeping the beaches clean during the weekend's stormy weather.

- 4. CONVENE IN CLOSED SESSION (Items discussed in Closed Session comply with the Ralph M. Brown Act.) NO ITEMS
- 5. CONVENE IN OPEN SESSION (Report Out on Closed Session Items) NONE
- 6. CONSENT AGENDA (single motion and vote approving all items) (Consent items are considered routine and will be approved or adopted by one vote unless a request for removal for discussion or explanation is received from the public or Board.)
 - A. Approve Minutes of January 9, 2017 Board of Directors Meeting

- B. Approve Disbursements for January 23, 2017
- C. Receive Monthly Financial Report for December 31, 2016

General Manager Marshall handed out corrections to the January 9, 2017 minutes of the Attorney's report made by Legal Counsel Nelson. Director Woren pulled Items 6A and 6B from the Consent Agenda. Director Penrose moved and Director Woren seconded the motion to approve item 6C.

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

A discussion ensued about Item 6A. Director Woren requested that "Woren/Penrose" would be changed to "Penrose/Slater-Carter" in the description of the vote on Item 8A on page 6 of the minutes. Director Woren further requested adding in a line stating that the City of Half Moon Bay Contract Sewer Engineer is familiar with the GIS system used by Granada Community Services District. As part of the discussion regarding the minutes of the January 9, 2016, meeting, Director Boyd requested that his comment "per direction of the Board when the budget was passed in 2016, that this item be brought back to the Board as a proposal, including a budget estimate and proposed benefit to the agency" be added to the minutes for Item 7A – Authorize staff to Advertise a Request for Proposal for the Hydraulic Modeling Project. Following the discussion, Director Woren moved and Director Penrose seconded the motion to approve the minutes of the January 9, 2016 Board meeting with corrections as discussed. A discussion ensued. Following discussion, the vote was taken.

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

A discussion ensued about the proper methodology for calculating the refunds in connection with Item 6B. Following the discussion, Director Woren moved and Director Penrose seconded a motion to approve all disbursements except the refunds to the Member Agencies, and the vote was taken.

Woren/Penrose/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. Authorize the Comprehensive Hydraulic Modeling Project and Authorize Staff to Advertise a Request for Proposals

After reviewing the staff report General Manager Marshall recommended that the Board authorize the Comprehensive Hydraulic Modeling Project that was identified in the Infrastructure Budget for Fiscal Year 2016-17 and authorize staff to advertise a Request for Proposals (RFP). The Board discussed the pros and cons of a new Hydraulic Modeling Project in lieu of updating the current existing model. Following discussion,

The Board concurred that staff should meet with the MWSD Engineer and with the City of Half Moon Bay Contract Sewer Engineer to seek a common understanding about whether there are circumstances in which the existing model will not work to provide the desired hydraulic information about the SAM system, and what benefits there might be in creating a new hydraulic model.

B. Receive Update on Strategic Plan Process

General Manager Marshall reviewed the meeting for the Strategic Plan Process held on January 21, 2017. She stated that the attendees discussed the mission statement, five goals, and prioritized objectives. She informed the Board that the consultant from Rauch Communications will pull the information together and present it at a future Board meeting for further consideration and potential adoption by the Board.

- **8. NEW BUSINESS** (The Board will discuss, seek public input, and possibly take action to approve the following items.)
 - A. Adopt a Resolution Expressing Appreciation to Rick Kowalczyk for His Years of Service on the SAM Board of Directors

Following a brief discussion, the Board concurred to approve the resolution expressing its gratitude and appreciation of Rick Kowalczyk's years of service on the SAM Board. 6 Ayes/0 Noes/2 Abstain (Kowalczyk).

General Manager Marshall reminded the Board of the 9:00 p.m. "hard stop" for Board meetings. Director Penrose stated that she was not in favor of extending the meeting past 9:00 p.m.

B. Receive Update on Recent Storm Events

Supervisor of Treatment/Field Operations Costello informed the Board that there is no information at this time as to why the generator at the Kanoff Lift Station failed to start during the weekend storm and information will be provided to the Board as it comes in. Further discussion of recent storm events was deferred until after Item 8C and then to a future Board meeting.

C. Approve the Alternate Analysis Technical Memorandum submitted by SRT Consultants and Authorize SRT to Complete the "Basis of Design" Task for the Recycled Water Project

Rena Thomas, Project Manager at SRT Consultants reviewed the Draft Alternative Analysis Technical Memorandum for the Board per the new quantity of volume requirements provided by CCWD regarding Ocean Colony Partners specific quantity and quality requirements for recycled water. Following Ms. Thomas' presentation, a

discussion ensued.

At 9:01 p.m., Director Kowalczyk moved and Director Boyd seconded the motion to extend the meeting 9:20 p.m.

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

Director Kowalczyk requested that the minutes reflect that there is no recycled water project, just a project for the 25% design.

Following further discussion, Director Boyd moved and Director Kowalczyk seconded the motion to approve the Alternative Analysis Technical Memorandum submitted by SRT Consultants and authorize SRT to proceed with the 25% Basis of Design task for the proposed recycled water project. Director Kowalczyk requested and amendment to the motion stating the condition that the re-purposing of facilities as proposed will not put the NPDES permit in jeopardy.

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

- D. Discuss Draft 5-Year Infrastructure Plan and Provide Direction to Staff This agenda item will be discussed at a future Board meeting
- E. Discuss Ad Hoc Committee Assignments and Scheduling This agenda item will be discussed at a future Board meeting

9. GENERAL MANAGER'S REPORT

A. Monthly Report for December 2016

This agenda item will be discussed at a future Board meeting

10. ATTORNEY'S REPORT

This agenda item will be discussed at a future Board meeting

11. DIRECTORS' REPORTS

12. FUTURE AGENDA ITEMS

- Upcoming Board Meetings: February 13 and February 27
- Montara Pump Station Wet Well Rehabilitation Project
- Plant Headworks & Influent Pump Rehabilitation Project
- Plant Safety Improvements Project
- SCADA Upgrades Project
- Board Training, Education, and Conference and Reimbursement Policies
- FY 2017/18 Budget Workshop
- New Contract Collection Services Agreements

Chair Slater-Carter adjourned the meeting at 9:14 p.m. Respectfully Submitted, Approved By: Kathy Matthews Board Secretary

13. ADJOURNMENT

Recording Secretary



SEWER AUTHORITY MID-COASTSIDE

Staff Report

TO: Honorable Board of Directors

FROM: Beverli A. Marshall, General Manager

DATE: January 23, 2017

SUBJECT: Monthly Manager's Report – December 2016

Staff Recommendation

Staff recommends that the Board receive the Manager's Monthly Report for December 2016.

Fiscal Impact

There is no fiscal impact from this report.

Background and Discussion/Report

The following data is presented for the month of December 2016.

Key Indicators of Performance		Flow Report (See Attachment A)		
NPDES Permit Violations:	0	Half Moon Bay	0.975	54.3%
Accidents, Injuries, etc.:	None	Granada CSD	0.379	21.1%
Reportable Spills Cat 1:	0	Montara W&SD	<u>0.442</u>	<u>24.6%</u>
Reportable Spills Cat 2:	0	Total	1.796	100%
Reportable Spills Cat 3:	0			

Administration

There was one SAM Board Meeting: December 12, 2016. There were no requests for public records during the month of December.

Media Coverage

During the month of December, there were two media articles referencing the Sewer Authority Mid-Coastside: "Consolidate Special Districts to Lower Costs", December 7,

BOARD MEMBERS:	S. Boyd	R. Lohman	D. Penrose
	D. Ruddock	K. Slater-Carter	L. Woren
ALTERNATE MEMBERS:	M. Clark	B. Huber	R. Kowalczyk

2016, Half Moon Bay Review; "Ruddock, Mayor Once Again", December 28, 2016, Half Moon Bay Review.

Personnel

There was one employee anniversary in the month of December – Beverli A. Marshall, General Manager, 1 year of service.

OPERATIONS & MAINTENANCE, COLLECTIONS

Operation & Maintenance

During the month of December all other systems ran well. We completed Stage two of our species screening test for the 5-year NPDES permit renewal. Stage three is set to take place in early January. The quarterly bio-assay began late November and concluded in December, we passed with 100% survival. One of the bisulfite tanks was replaced, installation was complete in mid-December. Due to the increase in flows in the first part of the month we did put an additional secondary on line for the season. Portola pump station had an emergency repair on a pump drive shaft coupling. Montara pump station had to have a motor rewound for it to continue service. RF McDonald was in to preform annual work on the boilers. Peninsula pump refurbished Influent pump six and it is working well now.

The NPDES Data for December 2016 is attached (Attachment B). There were no incidents of NPDES permit non-compliance during December 2016.

Aeration Blower # 3 programming was carried out in the month of October with custom VFD controls that work side by side with the DO Controls. The blower controls adapt the blower speed using a PID to control the DO in the aeration basin. This reduces the power consumption. SAM paid \$15,000 to add this feature. During November, the first month after addition of these controls, the PG&E bill decreased by \$3,400. The total decrease in December was \$6,928. Staff estimates that full cost recovery for this feature should occur within approximately four months.

Contract Collection Services

In December, SAM cleaned approximately 63,361 feet of sewer line, responded to 10 callouts, of which eight (8) were for privately owned laterals and two (2) were not sewer related. The latest collection system data report is attached (Attachment C). There were no Category 1, no Category 2, and no Category 3 S.S.O.'s during the month of December. A collection services report for each member agency has been included for your information (Attachment D).

BOARD MEMBERS: D. Penrose S. Boyd R. Lohman L. Woren

K. Slater-Carter D. Ruddock

ALTERNATE MEMBERS: M. Clark B. Huber R. Kowalczyk

Agenda Item No: 9A Page 3

Trucked Waste

There were five deliveries (approximately 2,750 gallons) of trucked waste discharged at the SAM plant and no Leachate deliveries.

Safety

There were no work-related accidents, injuries, or illnesses resulting in lost time in December. Staff has worked since March 10, 2011, 2123 days, without a lost time incident.

Supporting Documents

Attachment A: Monthly Flow Report December 2016 Attachment B: Monthly NPDES Report December 2016 Attachment C: Collection System Data December 2016

Attachment D: Monthly Collection System Agency Reports December 2016

B. Huber

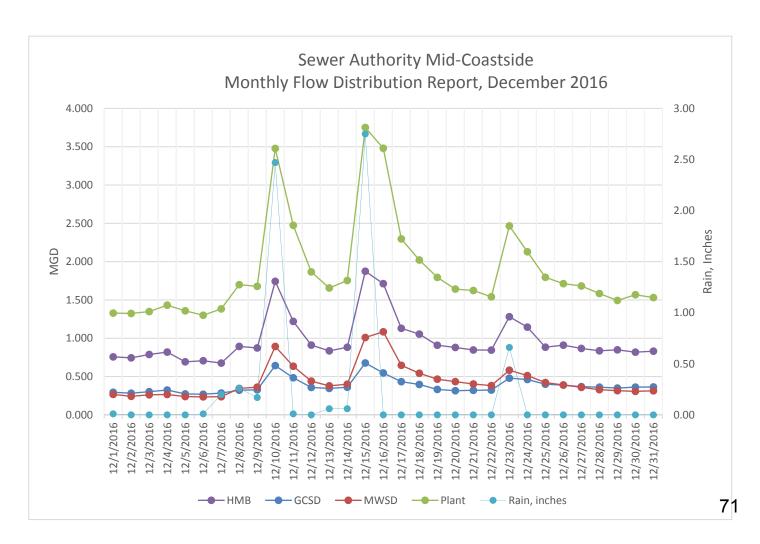
Attachment A

Flow Distribution Report Summary For December 2016

The daily flow report figures for the month of December 2016 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	0.975	54.3%
Granada Community Services District	0.379	21.1%
Montara Water and Sanitary District	0.442	<u>24.6%</u>
Total	1.796	100.0%

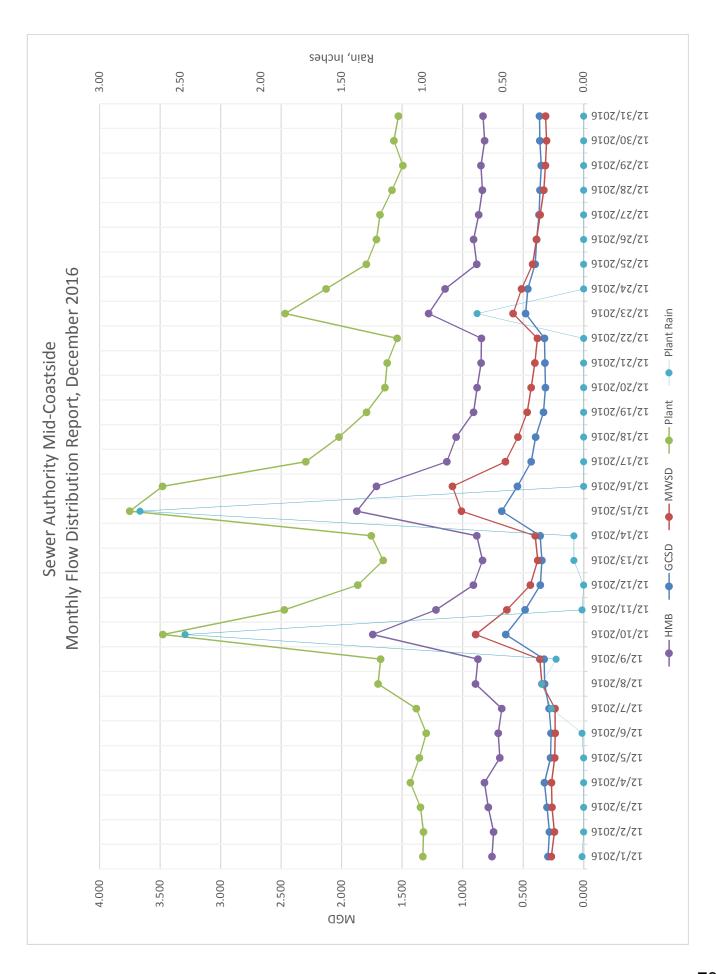


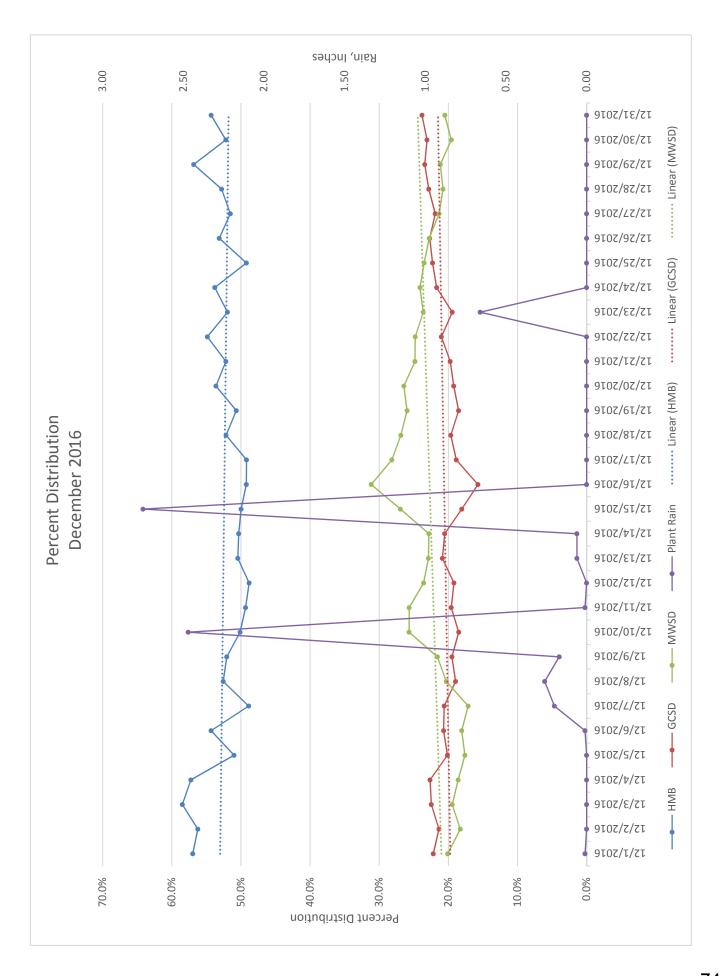
^{*}Influent flow is calculated using the mid-plant flow meter less process water and trucked in waste

Sewer Authority Mid-Coastside

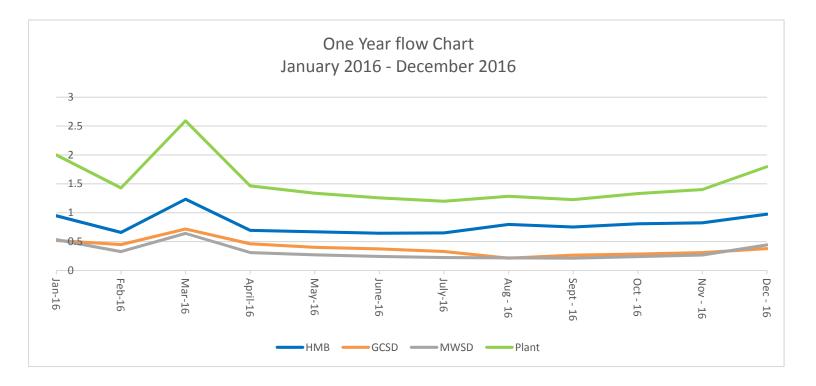
Monthly Flow Distribution Report for December 2016

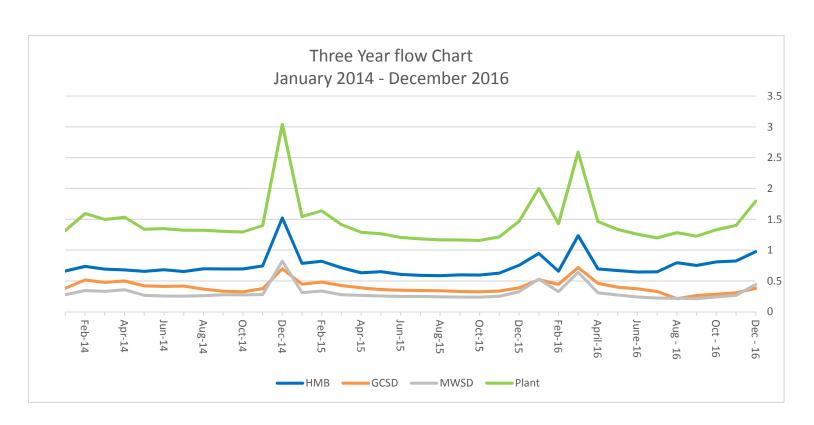
<u>Date</u>	<u>HMB</u>	GCSD	MWSD	<u>Plant</u>	Rain Plant	Rain Portola	Rain <u>Montara</u>
12/1/2016	0.757	0.295	0.267	1.329	0.01	0.00	0.00
12/1/2016	0.737	0.283	0.242	1.329	0.00	0.00	0.00
12/3/2016	0.744	0.203	0.242	1.348	0.00	0.00	0.00
12/4/2016	0.700	0.324	0.266	1.432	0.00	0.00	0.00
12/5/2016	0.692	0.273	0.239	1.358	0.00	0.00	0.00
12/6/2016	0.706	0.269	0.235	1.300	0.01	0.00	0.00
12/7/2016	0.676	0.285	0.237	1.383	0.20	0.31	0.32
12/8/2016	0.893	0.322	0.345	1.699	0.26	0.26	0.50
12/9/2016	0.873	0.327	0.362	1.678	0.17	0.18	0.20
12/10/2016	1.743	0.643	0.893	3.477	2.47	1.57	2.65
12/11/2016	1.220	0.484	0.635	2.474	0.01	0.00	0.00
12/12/2016	0.911	0.358	0.440	1.866	0.00	0.00	0.00
12/13/2016	0.836	0.346	0.379	1.656	0.06	0.13	0.13
12/14/2016	0.883	0.360	0.400	1.754	0.06	0.07	0.13
12/15/2016	1.874	0.677	1.010	3.751	2.75	1.13	1.87
12/16/2016	1.713	0.547	1.084	3.480	0.00	0.00	1.00
12/17/2016	1.130	0.433	0.647	2.297	0.00	0.00	0.00
12/18/2016	1.054	0.397	0.543	2.021	0.00	0.00	0.00
12/19/2016	0.909	0.332	0.466	1.794	0.00	0.00	0.00
12/20/2016	0.880	0.316	0.434	1.642	0.00	0.00	0.00
12/21/2016	0.847	0.320	0.403	1.623	0.00	0.00	0.00
12/22/2016	0.845	0.324	0.382	1.541	0.00	0.00	0.00
12/23/2016	1.281	0.479	0.583	2.466	0.66	0.53	0.97
12/24/2016	1.145	0.462	0.513	2.129	0.00	0.00	0.00
12/25/2016	0.884	0.400	0.422	1.796	0.00	0.00	0.00
12/26/2016	0.910	0.389	0.390	1.713	0.00	0.00	0.00
12/27/2016	0.867	0.368 0.361	0.359	1.683 1.584	0.00	0.00 0.00	0.00
12/28/2016 12/29/2016	0.836 0.849	0.350	0.329 0.316	1.364	0.00 0.00	0.00	0.00 0.00
12/29/2016	0.849	0.362	0.316	1.494	0.00	0.00	0.00
12/31/2016	0.831	0.364	0.314	1.531	0.00	0.00	0.00
Totals	30.217	11.754	13.704	58.189	6.66	4.18	7.77
Summary							
	НМВ	GCSD	MWSD	<u>Plant</u>			
Minimum	0.676	0.269	0.235	1.300			
Average	0.975	0.379	0.442	1.796			
Maximum	1.874	0.677	1.084	3.751			
Distribution	54.3%	21.1%	24.6%	100.0%			





Most recent flow calibration December 2016 PS, November 2016 Plant





Sewer Authority Mid-Coastside

Monthly Collection System Activity/SSO Distribution Report, December 2016

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

12 Month Moving Total

	SAM	0	0	7	0	0	7	13%
ling Number	MWSD	4	0	0	0	1	2	33%
12 month rolling Number	GCSD	4	0	0	0	2	9	40 %
	HMB	2	0	0	0	0	2	13%
	Tota/	10	0	7	0	3	15	
ò		Roots	Grease	Mechanical	Wet Weather	Other	Total	

Reportable SSOs

	_		
s, .c	SAM	0	7
Reportable Number of S.S.O.'s	MWSD	0	2
oortable Nun	GCSD	0	9
Rep	HMB	0	7
	Total	0	15
		December 2016	12 Month Moving Total

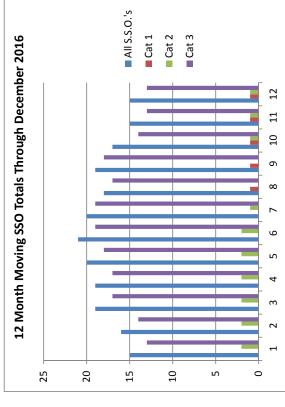
SSOs / Year / 100 Miles

Miles	SAM	0.0	27.4	0.0	13.7	13.7	7		7.0%
s /Year/100	MWSD	0.0	18.5	3.7	0.0	14.8	04	0.72	25.8%
er of S.S.O.	MB GCSD MWSD SAI	0.0	18.1	0.0	0.0	18.1	C	23.7	31.8%
Numb	HMB	0.0	5.4	0.0	0.0	5.4	0	0.75	35.4%
	Tota!	0.0	14.4	1.0	1.0	12.4	7	04.0	
		December 2016	12 Month Moving Total	Category 1	Category 2	Category 3	0.000 Jo 0011M	Miles of Sewers	

12 Month Rolling Total Sewer Cleaning Summary

												At	tac	hr	neı	nt	С
Total	Miles	6.5	5.1	8.0	6.1	7.3	3.7	13.5	10.1	11.4	9.2	13.2	12.0				106.1
Total	Feet	34,178	26,796	42,040	31,989	38,305	19,290	71,213	53,478	990'09	49,898	609'69	63,361		560,223		
	MWSD	10,598	10,830	11,725	12,705	11,652	2,367	8,192	16,714	11,406	15,283	10,436	10,127		137,035		26.0
	GCSD	16,774	7,014	17,919	10,816	15,123	2,161	28,984	5,694	35,432	7,389	33,638	19,306		200,250		37.9
	HMB	908'9	8,952	12,396	8,468	11,530	9,762	34,037	31,070	13,228	27,226	25,535	33,928		222,938		42.2
	Month	Jan-16	Feb-16	Mar-16	Apr-16	May-16	June-16	July-16	Aug -16	Sep - 16	Oct - 16	Nov - 16	Dec - 16		Annual ft		Annual Mi.

	106.1	
560,223		
137,035	26.0	
200,250	37.9	
222,938	42.2	
Annual ft	Annual Mi.	



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



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Granada Community Services District
Montara Water and Sanitary District

COLLECTION SYSTEM SERVICES MONTHLY ACTIVITY REPORT: DECEMBER 2016

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 DECEMBER 2016

Dasic Services			
Feet of Sewer Line Cleaned:	17,326 ft	Manholes Inspected:	95
Feet of Hot Spot Sections Cleaned:	1,980 ft	Areas Unable to be Cleaned:	0
Sanitary Sewer Overflows:	0	Customer Service Call Responses:	3
Sewer Line/Manhole Failures:	0	Non-Emergency Repairs:	0
Emergency Repairs Completed:	0	Amount Spent on Repairs Completed:	0
Extended Services			
Mechanic Hours:	6.29	Work Orders Completed:	18
Work Orders Incomplete:	0	Work Orders Total:	18
Annual Mechanic Hours to Date*:	25.57	_Annual Lift Station Hours to Date*:	25.57_
Administrative Services			
Claims Reported to Insurance:	0	USA Markings Completed:	12
F.O.G. Inspections Completed:	0	F.O.G. Inspections Passed:	0
F.O.G. Inspections Failed:	0	Permit Inspections:	0

<u>Attachments</u>

Basic Services

^{*-} Data being collected from Sept 2016

Sewer Authority Mid-Coastside

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COLLECTION SYSTEM SERVICES MONTHLY ACTIVITY REPORT: DECEMBER 2016

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 DECEMBER 2016

Basic Services Feet of Sewer Line Cleaned: Feet of Hot Spot Sections Cleaned: Sanitary Sewer Overflows: Sewer Line/Manhole Failures: Emergency Repairs Completed:	25,964 ft 7,964 ft 0 0	Manholes Inspected: Areas Unable to be Cleaned: Customer Service Call Responses: Non-Emergency Repairs: Amount Spent on Repairs Completed:	160 0 4 0
Extended Services Mechanic Hours: Work Orders Incomplete: Annual Mechanic Hours to Date*:	18.19 0 65.20	Work Orders Completed: Work Orders Total: Annual Lift Station Hours to Date*:	55 55 65.20
Administrative Services Claims Reported to Insurance: F.O.G. Inspections Completed: F.O.G. Inspections Failed:	0 0 0	USA Markings Completed: F.O.G. Inspections Passed: Permit Inspections:	11 0 0

Attachments

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COLLECTION SYSTEM SERVICES MONTHLY ACTIVITY REPORT: DECEMBER 2016

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 DECEMBER 2016

Dasic Services			
Feet of Sewer Line Cleaned:	6,535 ft	Manholes Inspected:	48
Feet of Hot Spot Sections Cleaned:	3,592 ft	Areas Unable to be Cleaned:	0
Sanitary Sewer Overflows:	0	Customer Service Call Responses:	3
Sewer Line/Manhole Failures:	0	Non-Emergency Repairs:	0
Emergency Repairs Completed:	0	Amount Spent on Repairs Completed	: 0
Extended Services			
Mechanic Hours:	92.91	_Work Orders Completed:	213
Work Orders Incomplete:	0	Work Orders Total:	213
Annual Mechanic Hours to Date*:	240.43	Annual Lift Station Hours to Date*:	240.43
Administrative Services			
Claims Reported to Insurance:	0	USA Markings Completed:	3
F.O.G. Inspections Completed:	0	F.O.G. Inspections Passed:	0
F.O.G. Inspections Failed:		Permit Inspections:	0
			-

Attachments

Basic Services

^{*-} Data being collected from Sept 2016



SEWER AUTHORITY MID-COASTSIDE

Board of Directors Meeting Agenda

Regular Board Meeting 7:00 PM, Monday, February 13, 2017

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

1. CALL TO ORDER

- A. Pledge of Allegiance
- B. Roll Call
- 2. SPECIAL ORDER OF THE DAY
 None
- 3. PUBLIC COMMENT
- **4. CONVENE IN CLOSED SESSION** (Items discussed in Closed Session comply with the Ralph M. Brown Act.)
 - A. Conference with District's Labor Negotiators Pursuant to Government Code Section 54957.6. District's Designated Representatives: Fran Buchanan, IEDA. Employee Organization: IUOE, Stationary Local No. 39
- 5. CONVENE IN OPEN SESSION (Report Out on Closed Session Items)
- 6. CONSENT AGENDA (Single motion and vote approving all items) (Consent items are considered routine and will be approved or adopted by one vote unless a request for removal for discussion or explanation is received from the public or Board.)
 - A. Approve Minutes of January 23, 2016, Regular Board Meeting and January 21, 2017, Special Board Meeting (Attachment)
 - B. Approve Payment of \$32,003.50 to Pacific EcoRisk for Species Screening as Required for NPDES Permit Renewal (Attachment)
 - C. Approve Disbursements for February 13, 2017 (Attachment)
- **7. OLD BUSINESS** (The Board will discuss, seek public input, and possibly take action on the following items.)
 - A. Receive Update on Recent Storm Events (deferred from January 23, 2017 meeting)

- B. Discuss Ad Hoc Committee Assignments and Scheduling (*deferred from January 23, 2017 meeting*) (Attachment)
- C. Monthly Manager's Report for December 2016 (deferred from January 23, 2017 meeting) (Attachment)
- **8. NEW BUSINESS** (The Board will discuss, seek public input, and possibly take action on the following items.)
 - A. Discuss and Possibly Authorize Request from Coastside County Water District to Expand SRT Scope of Work for the 25% Design of the Recycled Water Project (Attachment)
 - B. Discuss Budget Priorities for Fiscal Year 2017/18 and Provide Direction to the Ad Hoc Finance Committee and Staff
 - C. Authorize Director Slater-Carter to Attend and be Reimbursed for the WateReuse California Annual Conference in San Diego March 19 21, 2017 (Attachment)
 - D. Discuss Transition of SAM Directors to Employee Status
- 9. GENERAL MANAGER'S REPORTS
- 10. ATTORNEY'S REPORTS
- 11. DIRECTORS' REPORTS

12. FUTURE AGENDA ITEMS AND UPCOMING MEETINGS

- Upcoming Board Meetings: February 27 and March 13
- FY 2015/16 Audit
- Hydraulic Modeling Project
- Draft 5-Year Infrastructure Plan
- Montara Pump Station Wet Well Rehabilitation Project
- Plant Effluent Pump Station Rehabilitation Project
- Plant Headworks & Influent Pump Rehabilitation Project
- Plant Safety Improvements Project
- SCADA Upgrades Project
- Board Training, Education, and Conference and Reimbursement Policies
- FY 2017/18 Budget Workshop
- New Contract Collection Services Agreements

13. ADJOURNMENT

The r	пес	etir	ig i	will	er	nd	by	9:	00) p	.m.	UI	nle.	SS	exi	ten	de	d	by	B	oa	rd	V	ote
-																					-		-	

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 District address, listed above.

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

DATE: February 13, 2017

SUBJECT: Monthly Manager's Report – December 2016

Staff Recommendation

Staff recommends that the Board receive the Manager's Monthly Report for December 2016.

Fiscal Impact

There is no fiscal impact from this report.

Background and Discussion/Report

The following data is presented for the month of December 2016.

Key Indicators of Performance		Flow Report (See	Attachment	<i>A)</i>
NPDES Permit Violations:	0	Half Moon Bay	0.975	54.3%
Accidents, Injuries, etc.:	None	Granada CSD	0.379	21.1%
Reportable Spills Cat 1:	0	Montara W&SD	0.442	<u>24.6%</u>
Reportable Spills Cat 2:	0	Total	1.796	100%
Reportable Spills Cat 3:	0			

Administration

There was one SAM Board Meeting: December 12, 2016. There were no requests for public records during the month of December.

Media Coverage

During the month of December, there were two media articles referencing the Sewer Authority Mid-Coastside: "Consolidate Special Districts to Lower Costs", December 7,

BOARD MEMBERS:	S. Boyd	R. Lohman	D. Penrose
DOARD MEMBERO.	•		
	D. Ruddock	K. Slater-Carter	L. Woren
ALTERNATE MEMBERS	: M. Clark	B. Huber	R. Kowalczyk

2016, Half Moon Bay Review; "Ruddock, Mayor Once Again", December 28, 2016, Half Moon Bay Review.

Personnel

There was one employee anniversary in the month of December – Beverli A. Marshall, General Manager, 1 year of service.

OPERATIONS & MAINTENANCE, COLLECTIONS

Operation & Maintenance

During the month of December all other systems ran well. We completed Stage two of our species screening test for the 5-year NPDES permit renewal. Stage three is set to take place in early January. The quarterly bio-assay began late November and concluded in December, we passed with 100% survival. One of the bisulfite tanks was replaced, installation was complete in mid-December. Due to the increase in flows in the first part of the month we did put an additional secondary on line for the season. Portola pump station had an emergency repair on a pump drive shaft coupling. Montara pump station had to have a motor rewound for it to continue service. RF McDonald was in to preform annual work on the boilers. Peninsula pump refurbished Influent pump six and it is working well now.

The NPDES Data for December 2016 is attached (Attachment B). There were no incidents of NPDES permit non-compliance during December 2016.

Aeration Blower # 3 programming was carried out in the month of October with custom VFD controls that work side by side with the DO Controls. The blower controls adapt the blower speed using a PID to control the DO in the aeration basin. This reduces the power consumption. SAM paid \$15,000 to add this feature. During November, the first month after addition of these controls, the PG&E bill decreased by \$3,400. The total decrease in December was \$6,928. Staff estimates that full cost recovery for this feature should occur within approximately four months.

Contract Collection Services

In December, SAM cleaned approximately 63,361 feet of sewer line, responded to 10 callouts, of which eight (8) were for privately owned laterals and two (2) were not sewer related. The latest collection system data report is attached (Attachment C). There were no Category 1, no Category 2, and no Category 3 S.S.O.'s during the month of December. A collection services report for each member agency has been included for your information (Attachment D).

BOARD MEMBERS: D. Penrose S. Boyd R. Lohman L. Woren

K. Slater-Carter D. Ruddock

ALTERNATE MEMBERS: M. Clark B. Huber R. Kowalczyk

Agenda Item No: 7C Page 3

Trucked Waste

There were five deliveries (approximately 2,750 gallons) of trucked waste discharged at the SAM plant and no Leachate deliveries.

Safety

There were no work-related accidents, injuries, or illnesses resulting in lost time in December. Staff has worked since March 10, 2011, 2123 days, without a lost time incident.

Supporting Documents

Attachment A: Monthly Flow Report December 2016
Attachment B: Monthly NPDES Report December 2016
Attachment C: Collection System Data December 2016

Attachment D: Monthly Collection System Agency Reports December 2016

R. Kowalczyk

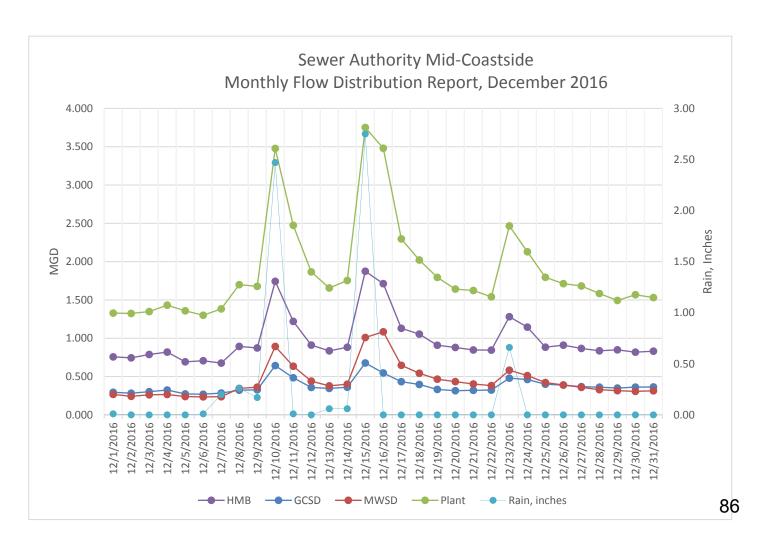
Attachment A

Flow Distribution Report Summary For December 2016

The daily flow report figures for the month of December 2016 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	0.975	54.3%
Granada Community Services District	0.379	21.1%
Montara Water and Sanitary District	0.442	<u>24.6%</u>
Total	1.796	100.0%

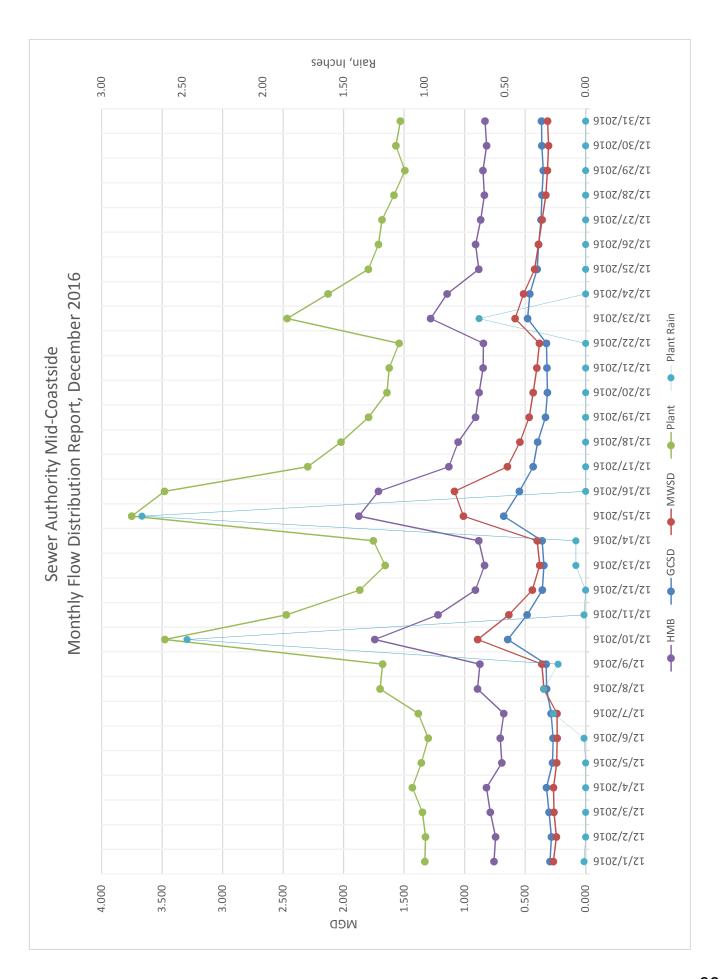


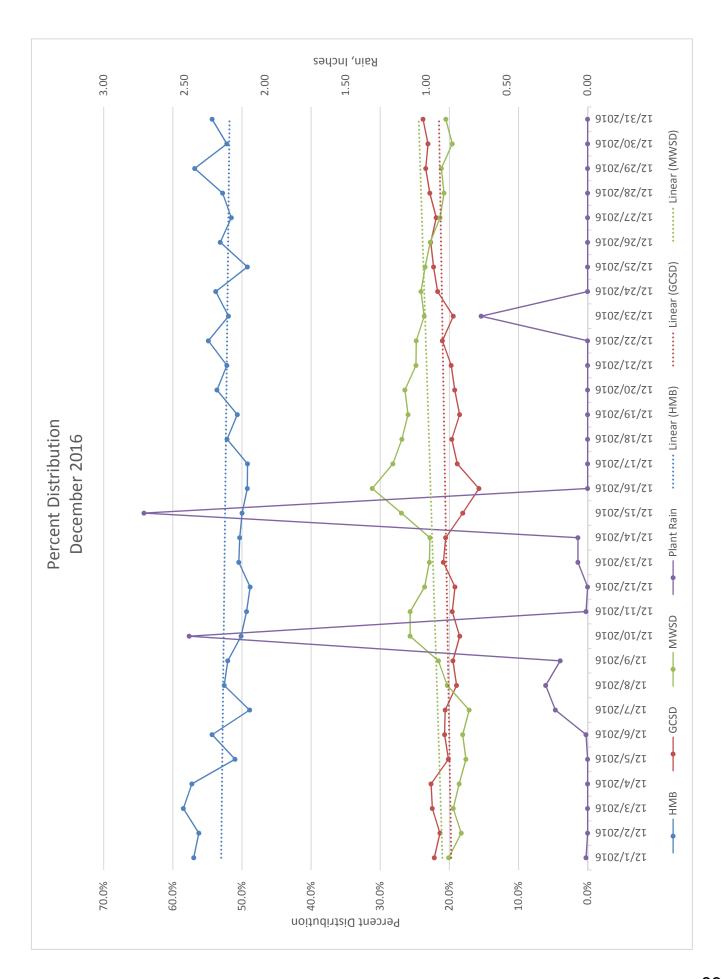
^{*}Influent flow is calculated using the mid-plant flow meter less process water and trucked in waste

Sewer Authority Mid-Coastside

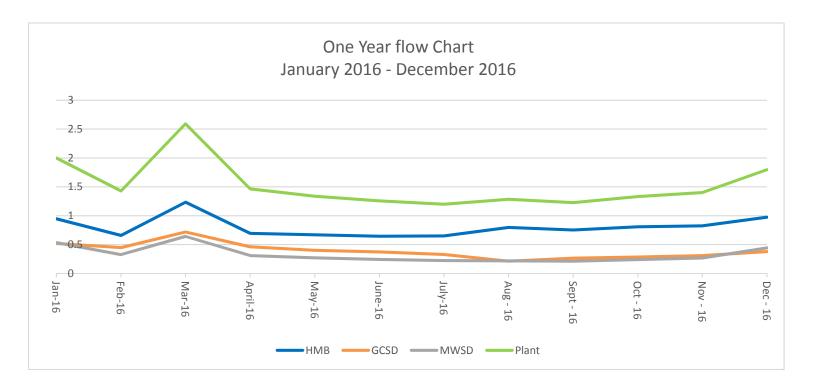
Monthly Flow Distribution Report for December 2016

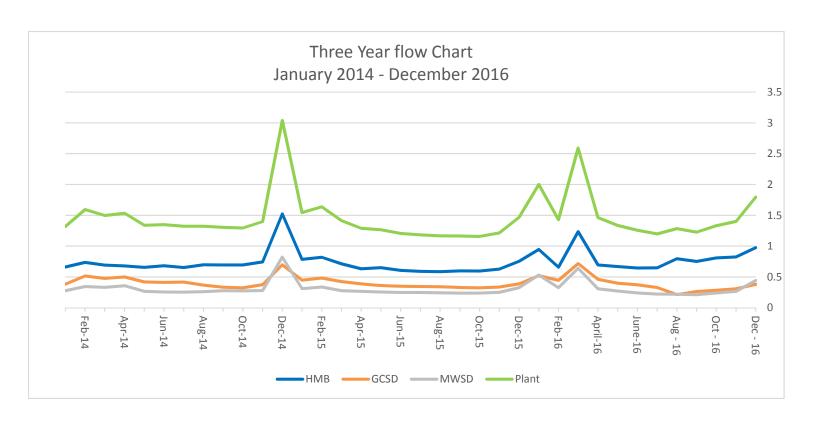
<u>Date</u>	<u>HMB</u>	GCSD	MWSD	<u>Plant</u>	Rain Plant	Rain Portola	Rain <u>Montara</u>
12/1/2016	0.757	0.295	0.267	1.329	0.01	0.00	0.00
12/1/2016	0.737	0.283	0.242	1.329	0.00	0.00	0.00
12/3/2016	0.744	0.203	0.242	1.348	0.00	0.00	0.00
12/4/2016	0.700	0.324	0.266	1.432	0.00	0.00	0.00
12/5/2016	0.692	0.273	0.239	1.358	0.00	0.00	0.00
12/6/2016	0.706	0.269	0.235	1.300	0.01	0.00	0.00
12/7/2016	0.676	0.285	0.237	1.383	0.20	0.31	0.32
12/8/2016	0.893	0.322	0.345	1.699	0.26	0.26	0.50
12/9/2016	0.873	0.327	0.362	1.678	0.17	0.18	0.20
12/10/2016	1.743	0.643	0.893	3.477	2.47	1.57	2.65
12/11/2016	1.220	0.484	0.635	2.474	0.01	0.00	0.00
12/12/2016	0.911	0.358	0.440	1.866	0.00	0.00	0.00
12/13/2016	0.836	0.346	0.379	1.656	0.06	0.13	0.13
12/14/2016	0.883	0.360	0.400	1.754	0.06	0.07	0.13
12/15/2016	1.874	0.677	1.010	3.751	2.75	1.13	1.87
12/16/2016	1.713	0.547	1.084	3.480	0.00	0.00	1.00
12/17/2016	1.130	0.433	0.647	2.297	0.00	0.00	0.00
12/18/2016	1.054	0.397	0.543	2.021	0.00	0.00	0.00
12/19/2016	0.909	0.332	0.466	1.794	0.00	0.00	0.00
12/20/2016	0.880	0.316	0.434	1.642	0.00	0.00	0.00
12/21/2016	0.847	0.320	0.403	1.623	0.00	0.00	0.00
12/22/2016	0.845	0.324	0.382	1.541	0.00	0.00	0.00
12/23/2016	1.281	0.479	0.583	2.466	0.66	0.53	0.97
12/24/2016	1.145	0.462	0.513	2.129	0.00	0.00	0.00
12/25/2016	0.884	0.400	0.422	1.796	0.00	0.00	0.00
12/26/2016	0.910	0.389	0.390	1.713	0.00	0.00	0.00
12/27/2016	0.867	0.368 0.361	0.359	1.683 1.584	0.00	0.00 0.00	0.00
12/28/2016 12/29/2016	0.836 0.849	0.350	0.329 0.316	1.364	0.00 0.00	0.00	0.00 0.00
12/29/2016	0.849	0.362	0.316	1.494	0.00	0.00	0.00
12/31/2016	0.831	0.364	0.314	1.531	0.00	0.00	0.00
Totals	30.217	11.754	13.704	58.189	6.66	4.18	7.77
Summary							
	НМВ	GCSD	MWSD	<u>Plant</u>			
Minimum	0.676	0.269	0.235	1.300			
Average	0.975	0.379	0.442	1.796			
Maximum	1.874	0.677	1.084	3.751			
Distribution	54.3%	21.1%	24.6%	100.0%			





Most recent flow calibration December 2016 PS, November 2016 Plant





Sewer Authority Mid-Coastside

Monthly Collection System Activity/SSO Distribution Report, December 2016

December 2016

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

12 Month Moving Total

)			12 month ro	12 month rolling Number	
	Tota/	HMB	GCSD	MWSD	SAM
Roots	10	2	4	4	0
Grease	0	0	0	0	0
Mechanical	2	0	0	0	7
Wet Weather	0	0	0	0	0
Other	3	0	2	1	0
Total	15	2	9	2	7
		13%	40%	33%	13%

Reportable SSOs

J. 'S	SAM	0	2
nber of S.S.(MWSD	0	2
Reportable Number of S.S.O.'s	GCSD	0	9
Re	HMB	0	7
	Total	0	15
		December 2016	12 Month Moving Total

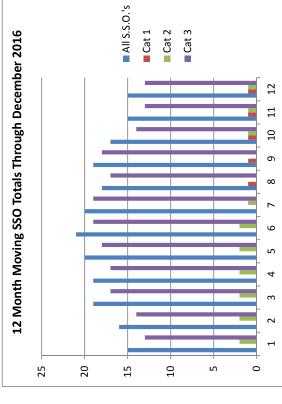
SSOs / Year / 100 Miles

							_		
Miles	SAM	0.0	27.4	0.0	13.7	13.7		7.3	7.0%
s /Year/100	MWSD	0.0	18.5	3.7	0.0	14.8		27.0	25.8%
Number of S.S.O.'s /Year/100 Miles	GCSD	0.0	18.1	0.0	0.0	18.1		33.2	31.8%
Nump	HMB	0.0	5.4	0.0	0.0	5.4		37.0	35.4%
	Total	0.0	14.4	1.0	1.0	12.4		104.5	
		December 2016	12 Month Moving Total	Category 1	Category 2	Category 3		Miles of Sewers	

12 Month Rolling Total Sewer Cleaning Summary

												At	tac	hr	ner	nt	С
Total	Miles	6.5	5.1	8.0	6.1	7.3	3.7	13.5	10.1	11.4	9.2	13.2	12.0				106.1
Total	Feet	34,178	26,796	42,040	31,989	38,305	19,290	71,213	53,478	990'09	49,898	609'69	63,361		560,223		
	MWSD	10,598	10,830	11,725	12,705	11,652	7,367	8,192	16,714	11,406	15,283	10,436	10,127		137,035		26.0
	GCSD	16,774	7,014	17,919	10,816	15,123	2,161	28,984	5,694	35,432	7,389	33,638	19,306		200,250		37.9
	HMB	908'9	8,952	12,396	8,468	11,530	9,762	34,037	31,070	13,228	27,226	25,535	33,928		222,938		42.2
	Month	Jan-16	Feb-16	Mar-16	Apr-16	May-16	June-16	July-16	Aug -16	Sep - 16	Oct - 16	Nov - 16	Dec - 16		Annual ft		Annual Mi.

	106.1	
560,223		
137,035	26.0	
200,250	37.9	
222,938	42.2	
Annual ft	Annual Mi.	



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Feet of Hot Spot Sections Cleaned:	1,980 ft	Areas Unable to be Cleaned:	0
Sanitary Sewer Overflows:	0	Customer Service Call Responses:	3
Sewer Line/Manhole Failures:	0	Non-Emergency Repairs:	0
Emergency Repairs Completed:	0	Amount Spent on Repairs Completed:	0
Extended Services			
Mechanic Hours:	6.29	Work Orders Completed:	18_
Work Orders Incomplete:	0	Work Orders Total:	18
Annual Mechanic Hours to Date*:	25.57	_Annual Lift Station Hours to Date*:	25.57_
Administrative Services			
Claims Reported to Insurance:	0	USA Markings Completed:	12
F.O.G. Inspections Completed:	0	F.O.G. Inspections Passed:	0
F.O.G. Inspections Failed:	0	Permit Inspections:	0

Attachments

Basic Services

^{*-} Data being collected from Sept 2016

Sewer Authority Mid-Coastside

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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 DECEMBER 2016

<u>Dasic Services</u>			
Feet of Sewer Line Cleaned:	25,964 ft	Manholes Inspected:	160
Feet of Hot Spot Sections Cleaned:	7,964 ft	Areas Unable to be Cleaned:	0
Sanitary Sewer Overflows:	0	Customer Service Call Responses:	4
Sewer Line/Manhole Failures:	0	Non-Emergency Repairs:	0
Emergency Repairs Completed:	0	Amount Spent on Repairs Completed:	0
Extended Services			
Mechanic Hours:	18.19	Work Orders Completed:	55
Work Orders Incomplete:	0	Work Orders Total:	55
Annual Mechanic Hours to Date*:	65.20	Annual Lift Station Hours to Date*:	65.20
Administrative Services			
Claims Reported to Insurance:	0	USA Markings Completed:	11
F.O.G. Inspections Completed:	0	F.O.G. Inspections Passed:	0
F.O.G. Inspections Failed:	0	Permit Inspections:	0

Attachments

Rasic Services

^{*-} 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: DECEMBER 2016

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 DECEMBER 2016

Dasic Services			
Feet of Sewer Line Cleaned:	6,535 ft	Manholes Inspected:	48
Feet of Hot Spot Sections Cleaned:	3,592 ft	Areas Unable to be Cleaned:	0
Sanitary Sewer Overflows:	0	Customer Service Call Responses:	3
Sewer Line/Manhole Failures:	0	Non-Emergency Repairs:	0
Emergency Repairs Completed:	0	Amount Spent on Repairs Completed	: 0
Extended Services			
Mechanic Hours:	92.91	_Work Orders Completed:	213
Work Orders Incomplete:	0	Work Orders Total:	213
Annual Mechanic Hours to Date*:	240.43	Annual Lift Station Hours to Date*:	240.43
Administrative Services			
Claims Reported to Insurance:	0	USA Markings Completed:	3
F.O.G. Inspections Completed:	0	F.O.G. Inspections Passed:	0
F.O.G. Inspections Failed:		Permit Inspections:	0
			-

Attachments

Basic Services

^{*-} Data being collected from Sept 2016

ITEM #7

Minutes

BOARD OF DIRECTORS SPECIAL AND REGULAR MEETINGS January 19, 2017

CALL SPECIAL MEETING TO ORDER

The special meeting was called to order at 6:30 p.m.

ROLL CALL

President Matthew Clark, Vice President Jim Blanchard, Director David Seaton, Director Ric Lohman and Director Leonard Woren.

Staff: General Manager Chuck Duffy, District Counsel Bill Parkin, and Assistant General Manager Delia Comito.

GENERAL PUBLIC PARTICIPATION

None.

ADJOURN TO CLOSED SESSION

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

District's Negotiator: Chuck Duffy.

Negotiating parties: Jan Gray, Realtor for Property Owner Wayne Impink, and

Granada Community Services District.

Property under negotiation: Vacant Land with no address located on Obispo Road,

El Granada, California. APN 047-251-100

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

RECONVENE TO OPEN SESSION

District Counsel announced that there was no reportable action taken in Closed Session.

ADJOURN SPECIAL MEETING

CALL REGULAR MEETING TO ORDER

The regular meeting was called to order at 7:30 p.m.

ROLL CALL

GENERAL PUBLIC PARTICIPATION

District Counsel Parkin reported that the vacant land sale agreement has been signed by both parties for the purchase of the Impink property on the Burnham Strip, which is adjacent to the District's wet weather storage facility property.

Public Member Dave Olsen reported that LED streetlight replacements were starting.

Director Woren announced the upcoming local recycling drop-off day.

ACTION AGENDA

 Public Hearing: Approval of Resolution Approving Amended Reassessments with Respect to the Sewage Treatment Facility Improvements Integrated Financing District.

ACTION: Director Woren moved to approve the Resolution for Amended Reassessments. (Woren/Clark). Approved 5-0.

2. Consideration of District Letter to Coastal Commission in Support of Casa Mira Homeowner's Association Mirada Road Project.

This item was tabled at the previous meeting to provide time for the General Manager to investigate the proposal and engineering alternatives for a slope stabilization project proposed by the Casa Mira Homeowner's Association (HOA), which may preserve a district sewer main serving the residential development. Mr. Anthony Varni, a property owner representing the HOA, presented the request and provided additional information for the General Manager's review. The Board held a discussion, which included concerns about erosion damage to the beach south of the project. District resident Dave Olsen requested that the Board not support the project.

ACTION: Director Seaton moved to approve sending a District letter in support of the project to the Coastal Commission. (Seaton/Lohman). Approved 4-1 (Woren opposed).

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

Director Lohman reported that SAM board officers were elected and a strategic planning meeting would be held.

CONSENT AGENDA

Director Woren requested that Item No. 4 to be held for discussion.

- 5. Approval of January Warrants for \$190,734.81 (checks 6410-6440).
- 6. Approval of November 2016 Financial Statements.
- 7. Approval of Assessment District Distribution #6-16/17.

ACTION: Director Woren moved to approve Consent Agenda Items 5, 6, and 7. (Woren/Lohman). Approved 5-0.

4. Approval of December 15, 2016 Meeting Minutes.

ACTION: Director Woren moved to approve Consent Agenda Item No. 4 with wording changes made to his comments under General Public Participation regarding a garbage rate article. (Woren/Lohman). Approved 5-0.

COMMITTEE REPORTS

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

INFORMATION CALENDAR

- 9. Attorney's Report. (Wittwer)
- 10. General Manager's Report. (Duffy)
- 11. Administrative Staff Report. (Comito)
- 12. Engineer's Report. (Kennedy Jenks)

ADJOURN REGULAR MEETING

SUBMITTED BY:	APPROVED BY:	
Delia Comito, Secretary	Chuck Duffy, General Manager	
Date Approved by Board: February 16, 2017		

ITEM #8

Granada Community Services District February 2017 Warrants

For the February 16, 2017 Board of Director's Meeting

Date	Num	Name	Memo	Account	Amount
2/15/17	6444	Adam Rosenberg	Prof Svc Inv dtd 1/19/17	6152 · Accounting	231.11
2/15/17	6445	Alhambra & Sierra Springs	January 2017	6140 · Office Supplies	21.15
2/15/17	6446	AT&T	Services 1/10/17 - 2/9/17	6170 · Utilities	101.46
2/15/17	6447	Bell Plumbing	Services for Inv dtd 1/20/2017	6180 · Video Taping	350.00
2/15/17	6448	Comcast	Services 2/13/17 - 3/12/17	6170 · Utilities	195.52
2/15/17	6449	CoreLogic Solutions, LLC	February 2017	6100 · Memberships	160.50
2/15/17	6450	David Seaton	1/19/17 Board Mtg	6040 · Directors' Compensation	145.00
2/15/17	6451	Dudek	Prof. Svcs 12/31/16-1/27/17	6151 · General Manager	4,900.00
2/15/17	6452	Half Moon Bay Review	Inv dtd 1/31/2017	6160 · Publications & Notices	190.25
2/15/17	6453	Hue & Cry, Inc.	Feb 2017 Pmp Sta Alarm	6170 · Utilities	32.65
2/15/17	6454	Jim Blanchard	1/19/17 Board Mtg	6040 · Directors' Compensation	145.00
2/15/17	6455	KBA Docusys	Copier Supplies Inv dtd 2/2/17	6020 · Copier lease	12.95
2/15/17	6456	KBA Docusys Inc	Copier Lease Inv dtd 1/19/17	6020 · Copier lease	530.36
2/15/17	6457	Leonard Woren	1/19/17 Board Mtg,12/12,1/9,1/21,1/23 SAM Mtgs	6040 · Directors' Compensation	325.00
2/15/17	6458	Matthew Clark	1/19/17 Board Mtg	6040 · Directors' Compensation	145.00
2/15/17	6459	Mossa Excavation	418 San Carlos/371 Princeton Ave Repairs	5060 · Lateral Repairs	9,956.00
2/15/17	6460	Office Depot	Invoice dtd 1/31/2017	6140 · Office Supplies	197.24
2/15/17	6461	Office Team	Prof Svc Weeks Ending 12/2/16, 1/6/17& 1/13/17	6153 · Temp Labor	2,427.60
2/15/17	6462	Pacifica Community TV	Board Mtg 1/19/17	6180 · Video Taping	250.00
2/15/17	6463	PG&E	Pump Station Inv dtd 1/17/17	6170 · Utilities	282.10
2/15/17	6464	PGE	Office Inv dtd 1/24/17	6170 · Utilities	167.95
2/15/17	6465	Ric Lohman	1/19/17 Board Mtg,12/12,1/9,1/21,1/23,1/30 SAM Mtgs	6040 · Directors' Compensation	370.00
2/15/17	6466	Rodolfo Romero	Cleanings February 2017 (2X)	6130 · Office Maint & Repairs	140.00
2/15/17	6467	Sewer Authority Mid-Coastside	February 2017	5011 · SAM- Admin, Treat, Collect	118,763.91
2/15/17	6468	Verizon Wireless	January 2017	6170 · Utilities	94.86
2/15/17	6469	White Nelson Diehl Evans	January 2017 Accounting	6152 · Accounting	1,800.00
2/15/17	6470	Wittwer & Parkin	Legal January 2017	6091 · Legal- Gen, Parks, Big Wave	7,339.00
2/15/17	6471	Working Dirt Management	March 2017	6120 · Office Lease	4,200.00
				TOTAL	153,474.61

v1 2/9/17 **100**

ITEM #9

Granada Community Services District Statement of Net Position (Unaudited) As of December 31, 2016

ASSETS		
Current Assets		
1000 · Wells Fargo Checking - Gen Op	\$	48,604
1020 · Petty Cash	•	190
1030 · Cash - LAIF		4,560,921
1100 · Accounts Receivable		6,154
1550 · Prepaid Expenses		8,328
Total Current Assets		4,624,197
Fixed Assets		.,02.,.01
1600 · Land		876,534
1610 · Construction in Progress	3.5	800,813
1615 · Equipment		22,153
1620 · Collections System		9,719,765
1630 · Accumulated Depreciation		(5,645,664)
Total Fixed Assets		5,773,601
Other Assets		3,773,001
1700 · Advance to MWSD		1 005 004
1710 · Advance to MWSD		1,085,094
1770 · Allowance - for Advance to MWSD		(1,085,094)
1730 · Advance to AD- Bond Reserve		494,890
		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		33,695
Total Other Assets		5,440,042
Total Assets		15,837,840
LIABILITIES		
Current Liabilities		
2000 · Accounts Payable		15,349
2020 · Class 3 Deposits		5,196
2100 · Payroll Liabilities		923
2225 · Recology-Del Garbage		16,380
2310 · Relief Refund Advance		350
Total Current Liabilities		38,198
Long Term Liabilities		
2400 · 1996 Plant Exp Note Payable		95,000
2401 Net Pension Liability		166,360
2402 · Deferred Inflows of Resources		16,803
Total Long Term Liabilities		278,163
Total Liabilities	-	316,361
NET POSITION		
3000 · Net Assets		5 026 042
		5,936,912
3005 · Contributed Capital Net Income		9,595,349
	·	(10,782)
Total Net Position	\$	15,521,479

Granada Community Services District Revenue & Expenses (Unaudited) July 1, 2016 through December 31, 2016

	As of Dec 31, 2016	Expected To Date	Variance Favorable/ (Unfavorable)	FY 2016/2017 Budget
Revenues	l			
Operating Revenue				
4010 · Property Tax Allocation	316,764.00	87,500.00	229,264.00	175,000.00
4015 · Park Tax Allocation	0.00	200,000.00	(200,000.00)	400,000.00
4020 · Sewer Service Charges-SMC	637,469.00	648,000.00	(10,531.00)	1,296,000.00
4021 · Sewer Svc Charges Pro-rated	900.00	0.00	900.00	0.00
4030 · AD OH Reimbursement	7,272.00	17,000.00	(9,728.00)	34,000.00
4040 · Recology Franchise Fee	14,710.00	14,000.00	710.00	28,000.00
Total Operating Revenue	977,115.00	966,500.00	10,615.00	1,933,000.00
Non Operating Revenue			· · · · · · · · · · · · · · · · · · ·	
4120 · Interest on Reserves	6,571.70	8,750.00	(2,178.30)	17,500.00
4130 · Connection Fees	103,400.00	15,000.00	88,400.00	30,000.00
4140 · Repayment of Adv to AD-BRA	0.00	63,500.00	(63,500.00)	127,000.00
4150 · Repayment of Adv to AD-NCA	15,000.00	0.00	15,000.00	0.00
4155 · Repayment of Adv to AD-ARF	59,000.00	0.00	59,000.00	0.00
4160 · SAM Refund from Prior Yr	0.00	2,500.00	(2,500.00)	5,000.00
4170 · ERAF Refund	0.00	130,000.00	(130,000.00)	260,000.00
4180 · Misc Income	1,128.00	1,000.00	128.00	2,000.00
Total Non Operating Revenue	185,099.70	220,750.00	(35,650.30)	441,500.00
Total Revenues	1,162,214.70	1,187,250.00	(25,035.30)	2,374,500.00
		11		
Expenses				
Operations				
5010 · SAM - General	484,239.00	484,239.00	0.00	968,479.00
5020 · SAM - Collections	121,175.00	121,175.00	0.00	242,350.00
5030 · Plant Shortfall Debt Int Exp	95,805.00	0.00	(95,805.00)	0.00
5031 · Plant Shortfall Princ Reduction	0.00	47,200.00	47,200.00	94,400.00
5050 · Mainline System Repairs	337.84	0.00	(337.84)	0.00
5060 · Lateral Repairs	22,626.00	30,000.00	7,374.00	60,000.00
5065 · CCTV	0.00	15,000.00	15,000.00	30,000.00
5070 · Pet Waste Station	501.04	501.00	(0.04)	1,000.00
5100 · County Staff Time - Parks	0.00	7,500.00	7,500.00	15,000.00
5110 · RCD - Parks	165.00	2,500.00	2,335.00	5,000.00
5120 · Half Moon Bay Reimb - Parks	0.00	25,000.00	25,000.00	50,000.00
Total Operations	724,848.88	733,115.00	8,266.12	1,466,229.00

Granada Community Services District Revenue & Expenses (Unaudited) July 1, 2016 through December 31, 2016

			Variance	
	As of	Expected To	Favorable/	FY 2016/2017
	Dec 31, 2016	Date	(Unfavorable)	Budget
Expenses (Continued)				
Administration				٤
6010 Auditing	10,106.00	5,000.00	(5,106.00)	10,000.00
6020 · Copier lease	3,164.00	3,500.00	336.00	7,000.00
6030 · County Tax Roll Charges	4,275.00	0.00	(4,275.00)	0.00
6040 · Directors' Compensation	5,370.00	5,500.00	130.00	11,000.00
6050 · Education & Travel Reimb	687.00	1,000.00	313.00	2,000.00
6060 · Employee Compensation	87,158.00	96,450.00	9,292.00	193,000.00
6070 · Engineering Services	12,195.00	10,000.00	(2,195.00)	20,000.00
6080 · Insurance	1,971.00	3,000.00	1,029.00	6,000.00
6090 · Legal Services	45,822.00	32,500.00	(13,322.00)	65,000.00
6100 · Memberships	5,556.00	5,000.00	(556.00)	10,000.00
6110 · Newsletter	0.00	1,250.00	1,250.00	2,500.00
6120 · Office Lease	28,900.00	25,000.00	(3,900.00)	50,000.00
6130 · Office Maintenance & Repairs	885.00	1,250.00	365.00	2,500.00
6140 · Office Supplies	4,501.00	3,000.00	(1,501.00)	6,000.00
6150 · Professional Services	41,727.00	15,000.00	(26,727.00)	30,000.00
6160 · Publications & Notices	4,444.00	5,000.00	556.00	10,000.00
6170 · Utilities	5,020.00	4,500.00	(520.00)	9,000.
6180 · Video Taping	1,600.00	1,500.00	(100.00)	3,000.00
6190 · Computers	1,483.00	1,000.00	(483.00)	2,000.00
6210 · System Investigation	4,088.00	0.00	(4,088.00)	0.00
6220 · Miscellaneous	8,312.00	3,500.00	(4,812.00)	7,000.00
6230 · Bank Service Charges	1,561.00	0.00	(1,561.00)	0.00
6310 · Park Related Misc Expenses	104.00	0.00	(104.00)	0.00
Total Administration	278,929.00	222,950.00	(55,979.00)	446,000.00
Total / tallillottation			(00,0,0,00)	
Capital Projects				
1213-3 · Collection System Repairs	2,000.00	0.00	(2,000.00)	0.00
1415-1 · SAM - Projects	52,631.00	0.00	(52,631.00)	0.00
1617-2 · SAM - Lift Station	2,918.79	0.00	(2,918.79)	0.00
7010 · Sewer Main Replacement (CIP)	0.00	125,000.00	125,000.00	250,000.00
7015 · Mainline System Repairs	0.00	5,000.00	5,000.00	10,000.00
7100 · SAM - Infrastructure	107,169.00	107,169.00	0.00	214,338.00
7500 · Projects - Parks	0.00	37,500.00	37,500.00	75,000.00
7510 · Projects - Land Acquisition	4,500.00	0.00	(4,500.00)	0.00
Total Capital Projects	169,218.79	274,669.00	105,450.21	549,338.00
Total Expenses	1,172,996.67	1,230,734.00	57,737.33	2,461,567.00
Total Expollogo	1,112,000.01	1,200,101.00	3.,707.00	
Net Income	(10,781.97)	(43,484.00)	32,702.03	(87,067.00)
TOC IIIOOIIIO	(10,701.07)	(10,4041.00)	=======================================	10.,007.



DISTRIBUTION REQUEST NO.: #7-16/17

BOND ADMINISTRATION FUND

(Account Number: 94673305)

DISTRIBUTION TOTAL: \$6,478.00

\$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.

February 16, 2017	
Chuck Duffy, Finance Officer/Treasurer	

SCHEDULE "A"

DISTRIBUTION REQUEST NO: #7-16/17

DATE: February 16, 2017

DISTRIBUTE FROM ACCOUNT #: 94673305

ACCOUNT NAME: Bond Administration Fund

DISTRIBUTION AMOUNT: \$ 6,478.00

PAYMENT INSTRUCTIONS: Issue checks and mail as listed below.

Payee	Mailing Address	Services Provided	Amount
HMB Review	PO Box 68, Half Moon Bay, CA 94019	Public Hearing Notice: NCA's	\$ 200.00
White Nelson et al	2875 Michelle Dr #300, Irvine, CA 92606	Acctg Svcs 7/15 - 2/16	\$ 2,000.00
White Nelson et al	2875 Michelle Dr #300, Irvine, CA 92606	Acctg Svcs 3/16 - 6/16	\$ 2,000.00
GCSD	P.O. Box 335, El Granada, CA 94018	GCSD OH Reim - Jan 2017	\$ 2,278.00
		TOTAL:	\$ 6,478.00

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: January 14, 2017 - February 10, 2017

To: Board of Directors

From: Delia Comito, Assistant General Manager

Date: February 16, 2017

<u>PUBLIC RECORDS REQUESTS</u> – There were no public record requests received this period.

APPLICATIONS RECEIVED – There were no applications received this period.

Rec'd	Type	Owner or Agent	APN	Address	Sq. Ft.	Zone
07/05/16	1A	Machado Doug	047-287-260	917 Palma, EG	6,000	R-1/S-17
08/23/16	1A	Kessler	047-105-090	Paloma/ Balboa, EG	7,818	R-1/S-17
11/28/16	1A	Adams	047-275-060	Columbus St, EG	2,984	R-1/S-17

Note: shaded areas were previously reported.

PERMITS ISSUED – There were no permits issued this period.

Permit No.	Type	Issue Date	Owner or Agent	APN	Address	Sq. Ft.	Zone
3158	1B	07/07/16	Boyle James	047-233-350	120 Ave Portola, EG	6,287	R-3/S-3
3159	1B	07/07/16	Boyle James	047-233-360	425 Coronado St, EG	5,954	R-3/S-3
3160	1A	07/12/16	Engdhal/Steadman	047-218-150	640 Ferdinand, EG	5,000	R-1/S-17
3161	1B	09/22/16	Cypress Grp Dev	047-206-230	101 Ave Portola, EG	16,909	R-3/S-3
3162	1A	10/03/16	Machado Douglas	047-287-260	917 Palma St, EG	6,000	R-1/S-17
3163	1A	11/14/16	Ralston	048-121-160	2805 Champs Elysee, HMB	5,000	R-1/B-1
3164	1A	11/16/16	Michetti/Kessler	047-105-090	401 Paloma Ave, EG	7,818	R-1/S-17

Note: shaded areas were previously reported.

SEWER HOOK-UPS – There were no sewer hook-ups this period.

Hook-up Date	Туре	Permit No.	Issue Date	Owner	APN	Address
09/07/16	1A	3154	02/18/16	Philomena LLC	048-013-090	114 Magellan, Miramar
09/16/16	1A	3148	10/09/15	Wenzel Lutz	047-222-100	477 Ave Portola, EG
09/29/16	1A	3149	01/28/16	TDR Properties	047-221-070	435 Ave Del Oro, EG
10/06/16	1A	3153	11/03/15	Contreras Cesar	047-062-170	431 Sonora, EG
10/11/16	1A	3160	07/12/16	Engdahl/Steadman	047-218-150	640 Ferdinand, EG
11/14/16	1A	3163	11/14/16	Ralston	048-121-160	2805 Champs Elysee
11/18/16	1B	3159	07/07/16	Boyle	047-233-350	120 Ave Portola, EG

Note: Shaded rows were previously reported.

REPAIRS -There were two repairs this period:

Repair Date	Type	Problem	Location or Address	Cause	Cost
09/28/16	Lateral	Back-up	263 Paloma, EG	Roots/offset	\$8,118
10/02/16	Lateral	Back-up Roots	147 Vallejo, EG	Roots	\$10,208
01/12/17	Lateral	Back-up Offset	371 Princeton, EG	Offset	\$2,978
01/27/17	Lateral	Back-up Roots	418 San Carlos Ave, EG	Roots	\$6,978

Note: Shaded rows were previously reported.

NOTES AND OTHER EVENTS:

- I disposed of three florescent bulbs from the district office at the local bulky goods drop-off event held on Saturday January 28, 2017. As it so happens, some issues became present at the event, which may be of interest to the Board to discuss at a future meeting regarding:
 - 1. High volume event attendance
 - 2. Participant eligibility based on Franchise Agreement
 - 3. Customer service and Recology representation of District
 - 4. Enforcement of rules and orderly conduct
- In January the District responded to a San Mateo County Civil Grand Jury survey evaluating the status of pension plans and post-employment plans provided by Independent Special Districts to their employees and/or board members.
- FYI the County is preparing to do a storm drain improvement project on Avenue Cabrillo between The Alameda and Coronado Street. The District is involved due to the proximity of a sewer mainline within the project area. Information has been forwarded to the District's Engineer.
- I attended a Technical Advisory Committee meeting of the Sewer Authority Mid-Coastside held on January 26, 2017. The committee members include the Engineer for the City of HMB, the General Manager and Engineer for MWSD, SAM's Technical Services Supervisor and Contract Engineer, and myself. The purpose of the committee is to discuss Collection Services issues, to improve communication between SAM and Member Agencies, and to increase efficiency and improve services.

ITEM #15

GRANADA COMMUNITY SERVICES DISTRICT

AGENDA NOTICE

There are no documents for this Agenda Item.