#### **AGENDA**

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

Thursday, December 15, 2016

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

ROLL CALL Directors: President: Matthew Clark

Vice-President: Jim Blanchard
Director: Ric Lohman
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 Real Property Negotiator (Government Code Section 54956.8).

<u>District's Negotiator</u>: 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

<u>Under negotiation</u>: Instruction to negotiator will concern price and terms of payment.

#### **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**

**ADJOURN REGULAR MEETING** 

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.	Election of 2017 District Board Officers.  Recommendation: To be made by the Board.	5
2.	Consideration of Resolution Appointing Sewer Authority Mid-Coastside Representatives and Alternate. Recommendation: To be made by the Board.	7
3.	Consideration of Appointing Representative to the San Mateo County Chapter of the Special Districts Association. Recommendation: To be made by the Board.	11
4.	Consideration of Amendment to the Agreement for Park & Recreation Services with San Mateo County.  Recommendation: To be made by the Board.	15
5.	Consideration of District Letter to Coastal Commission in Support of Casa Mira Homeowner's Association Mirada Road Project.  Recommendation: To be made by the Board.	31
6.	Consideration of Report by District's Sewer Authority Mid-Coastside Representatives. Recommendation: To be made by the Board.	43
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7.	Approval of November 17, 2016 Meeting Minutes.	61
	Approval of December 2016 Warrants for \$150,413.45.	65
	Approval of October 2016 Financial Statements.  Approval of Assessment District Distribution #5-16/17.	67 71
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11.	Report on seminars, conferences, or committee meetings.	75
<u>INF</u>	FORMATION CALENDAR	
	Attorney's Report. (Wittwer)	77
	General Manager's Report. (Duffy)	79
	Administrative Staff Report. (Comito) Engineer's Report. (Kennedy Jenks)	81 85

At the conclusion of the November 17, 2016 Meeting:

Last Ordinance adopted: No. 167

Last Resolution adopted: No. 2016-007

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

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

## **ITEM #1**

#### GRANADA COMMUNITY SERVICES DISTRICT

### AGENDA MEMORANDUM

To: Board of Directors

From: Delia Comito

Subject: Election of District Board Officers for 2017

Date: December 15, 2016

Pursuant to District Bylaws Article II, the Board shall elect a President and Vice President annually, either at the first board meeting held after the County Elections Officer certifies election results on bi-annual Board Member election years, or at the first regular board meeting held after December 1<sup>st</sup> on non-election years.

The President is the presiding officer at all board meetings, serves as the Board-Staff liaison to set the Agenda, serves as the District's representative to the LAFCO Independent Special District Selection Committee, and has other powers and duties as the Board or District Bylaws may prescribe.

The Vice President will perform the duties of the President in the absence of the President.

The election process is as follows:

- Open nominations, starting with the position of President.
- Time is given for Directors to nominate someone for the position.
- Close nominations.
- The Board may hold a discussion regarding the nominations.
- A motion must be made with a majority vote to approve.
- Repeat the process for the position of Vice President.

The new Board President and Vice President shall take their positions immediately.

# **ITEM #2**

#### GRANADA COMMUNITY SANITARY DISTRICT

## AGENDA MEMORANDUM

To: Board of Directors

From: Delia Comito, Assistant General Manager

Subject: Appointing Representatives and Alternate to the SAM Board of Directors

Date: December 15, 2016

Pursuant to the Agreement Creating the Sewer Authority Mid-Coastside, the Board must appoint two Sewer Authority Mid-Coastside (SAM) representatives and one alternate representative to serve on the SAM Board of Directors for the coming year, and adopt a corresponding resolution. The current SAM representatives are Directors Woren and Lohman, with Director Clark serving as the alternate.

The draft resolution is attached.

#### GRANADA COMMUNITY SSERVICES DISTRICT

#### **RESOLUTION NO. 2016-\_\_\_**

# RESOLUTION TO APPOINT TWO (2) REPRESENTATIVES AND ONE (1) ALTERNATE REPRESENTATIVE TO SERVE AS BOARD MEMBERS ON THE SEWER AUTHORITY MID-COASTSIDE BOARD OF DIRECTORS

**WHEREAS**, the Joint Powers Agreement Creating the Sewer Authority Mid-Coastside ("Agreement") is an agreement pursuant to which the Granada Community Service District ("District") is a Member Agency of the Sewer Authority Mid-Coastside ("SAM"); and

**WHEREAS**, Section III (B) of the Agreement concerning "Designation of Directors" requires the District as a Member Agency to designate and appoint, by resolution of its governing body, two (2) representatives and one (1) alternate to act as directors for the Board of Directors for SAM; and

**WHEREAS**, the Agreement allows an appointed SAM Board Director to serve until his or her successor is selected.

<b>D</b> , by the Board of Directors of the Granada				
are appointed as representatives of the soard Members on the Sewer Authority Mid-				
rnate representative of the Granada lember on the Sewer Authority Mid-Coastside stative.				
I hereby certify that the above and foregoing Resolution was duly and regularly passed and adopted at a special meeting of the Board of Directors of the District held on the 15th day of December 2015, by the following vote:				
proved:				
atthew Clark, Board President				

Delia Comito, Secretary

# **ITEM #3**

#### **GRANADA COMMUNITY SERVICES DISTRICT**

## AGENDA MEMORANDUM

To: Board of Directors

From: Delia Comito, Assistant General Manager

Subject: Consideration of Appointing Representative to the San Mateo County Chapter

of the Special Districts Association.

Date: December 15, 2016

The current Representative to the San Mateo County Chapter of the Special Districts Association is Ric Lohman. Pursuant to District Bylaws, the representative is appointed annually at the board meeting when the election of Board Officers is held. Director Lohman may indicate his interest in continuing as the District's Representative at the meeting.

#### **EXCERPT FROM DISTRICT BY-LAWS**

ARTICLE IV - Committees and Representatives

2. Representative to the San Mateo County Chapter of the Special Districts Association.

The District Board of Directors or the Board President shall have the authority to appoint a District representative to the San Mateo County Chapter of the California Special Districts Association (CSDA). The appointment shall take place annually at the board meeting when the election of Board Officers is held.

In the event that the District Board cannot meet to appoint another alternate, the appointed representative shall have the authority to deputize another Board member *protem* to attend a scheduled California Special Districts Association Chapter meeting if the representative is unable to attend.

# **ITEM #4**

#### GRANADA COMMUNITY SERVICES DISTRICT

## AGENDA MEMORANDUM

To: Board of Directors

From: Delia Comito, Assistant General Manager

Subject: Consideration of Amendment to the Agreement for Park & Recreation Services

with San Mateo County.

Date: December 15, 2016

The County Parks Department is proposing an amendment to the Agreement between the District and the County for park services, which is being presented for Board approval. The amendment will change one sentence in Section C.3. as follows:

All vendors that provide services for the Action Plan Implementation shall be vendors of the County District, not the District County.

Attached is a memorandum from Marlene Finley regarding the amendment to be presented to the Board of Supervisors on 01/03/17. The County is requesting District approval of the amendment prior to the Board of Supervisors meeting. A copy of the current Agreement and the BOS resolution is also attached for your review.



# COUNTY OF SAN MATEO Inter-Departmental Correspondence Parks



Date: November 8, 2016

Board Meeting Date: January 3, 2017

Special Notice / Hearing: None Vote Required: Majority

**To:** Honorable Board of Supervisors

**From:** Marlene Finley, Parks Director

Subject: Amend Agreement with Granada Community Services District

#### **RECOMMENDATION:**

Adopt a Resolution authorizing an amendment to the agreement between the Granada Community Services District (formerly the Granada Sanitary District) and the County of San Mateo.

#### **BACKGROUND:**

On September 30, 2014, the Board of Supervisors adopted Resolution No. 073419 authorizing an agreement dated September 23, 2014 with Granada Sanitary District for the San Mateo County Parks Department to provide parks and recreation services to the newly forming Granada Community Services District. The agreement term is through June 30, 2017 with an option to renew for two additional years.

#### **DISCUSSION:**

Section 3.C of the agreement states in part that "All vendors that provide services for the Action Plan Implementation shall be vendors of COUNTY, and not of the District." At this time, an amendment to this section of the agreement is recommended so that it reads: "All vendors that provide services for the Action Plan Implementation shall be vendors of the DISTRICT, and not of the COUNTY."

All other terms and conditions of the agreement dated September 23, 2014 between the District and County would remain unchanged.

County Counsel has reviewed and approved the amendment as to form.

This amendment contributes to the Shared Vision 2025 outcomes of a Collaborative Community as it continues work on efficiencies with another agency in an unincorporated area of the County.

FISCAL IMPACT:
This amendment has no fiscal impact. All associated services and supplies continue to be funded by the Granada Community Services District.

# AMENDMENT TO AGREEMENT BETWEEN GRANADA SANITARY DISTRICT AND COUNTY OF SAN MATEO FOR PARKS AND RECREATION SERVICES

THIS AMENDMENT TO THE AGREEMENT, entered into this day of
, 20, by and between the GRANADA COMMUNITY SERVICES
DISTRICT (formerly the GRANADA SANITARY DISTRICT, hereinafter "DISTRICT") and
the COUNTY OF SAN MATEO (hereinafter "COUNTY"), a political subdivision of the State
of California.

#### $\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$ :

WHEREAS, the parties entered into an Agreement for parks and recreation services on September 23, 2014; and

WHEREAS, the parties wish to amend the Agreement to revise the allocation of responsibility for third party vendor agreements.

## NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

**1.** Section 3.C of the agreement is amended to read as follows:

The parties agree that COUNTY shall be solely responsible for the recruitment, training, supervision and compensation of COUNTY's employees, including Action Plan Implementation employees. The parties further agree that COUNTY shall be solely responsible for the recruitment, training and supervision of volunteers to assist in carrying out Action Plan Implementation. All vendors that provide services for the Action Plan Implementation shall be vendors of DISTRICT, and not of the COUNTY. COUNTY and DISTRICT shall endeavor to agree upon a volunteer program for parks and recreation services and upon such agreement such volunteer program shall be administered by COUNTY.

2. All other terms and conditions of the agreement dated September 23, 2014, between DISTRICT and COUNTY shall remain in full force and effect.

#### GRANADA COMMUNITY SERVICES DISTRICT

By:
By:
Data
Date: :
ATTEST:
ATTEST.
By: Clerk of Said Board
Clerk of Said Board
COUNTY OF SAN MATEO
Dr.e.
By: President, Board of Supervisors, San Mateo County
Date: :
ATTEST:
Ву:
Clerk of Said Board

# AGREEMENT BETWEEN GRANADA SANITARY DISTRICT AND COUNTY OF SAN MATEO FOR PARKS AND RECREATION SERVICES

This Agreement for Parks and Recreation Services ("Agreement") is made and entered into this 23rd day of September, 2014, by and between the GRANADA SANITARY DISTRICT ("DISTRICT") and the COUNTY OF SAN MATEO ("COUNTY"), a political subdivision of the State of California.

#### SECTION 1. TERM OF AGREEMENT

This Agreement shall be for a term effective the 1st day of October, 2014 ("Effective Date") and expiring on June 30, 2017, unless sooner terminated pursuant to the provisions of this Agreement. This Agreement may be terminated by the DISTRICT or COUNTY at any time upon 120 days prior written notice to the other party, as further provided herein. This Agreement includes the option for DISTRICT to renew for two additional one-year periods, to June 30, 2018, and June 30, 2019, respectively. In order to exercise an option to renew, DISTRICT shall notify COUNTY in writing of its intention to renew the Agreement no later than April 1 of the year the agreement is scheduled to terminate. Any such renewals shall be governed by this Agreement and amendments hereto.

#### SECTION 2. SERVICES AND COMPENSATION

The services to be performed by COUNTY under this Agreement are set forth below and in Exhibit A "Scope of Services" (also referred to as "Action Plan Implementation"). The compensation to be paid by DISTRICT to COUNTY for the services set forth below and in Exhibit A shall be at the County's fully burdened hourly rates as set forth in Exhibit B, but shall not exceed \$10,000 in any fiscal year absent prior authorization by the DISTRICT Board of Directors.

#### SECTION 3. ACTION PLAN IMPLEMENTATION COORDINATION

- A. By the end of February of each year during the term of this Agreement, DISTRICT shall have solicited public input regarding community needs and priorities for the upcoming fiscal year for neighborhood and community parks and recreation services and facilities, and DISTRICT shall have provided to COUNTY a prioritized list of such community needs. Each year by the end of March during the term of this Agreement, COUNTY (through its Parks Department) shall provide DISTRICT with a draft annual Parks and Recreation Action Plan Implementation Proposal reflecting DISTRICT's identified and prioritized community needs for DISTRICT'S approval. Upon approval of an annual Action Plan Implementation Proposal by the DISTRICT, COUNTY shall carry out the Action Plan Implementation, provided, however, that nothing herein shall be construed to prohibit modifications to the annual Action Plan Implementation by COUNTY during the course of the year if such modifications are first approved by the DISTRICT.
- B. COUNTY's Parks Department representative shall attend appropriate meetings as required or requested by the DISTRICT, including but not limited to meetings on which the DISTRICT Budget is agendized.

- C. The parties agree that COUNTY shall be solely responsible for the recruitment, training, supervision and compensation of COUNTY's employees, including Action Plan Implementation employees. The parties further agree that COUNTY shall be solely responsible for the recruitment, training and supervision of volunteers to assist in carrying out Action Plan Implementation. All vendors that provide services for the Action Plan Implementation shall be vendors of COUNTY, and not of the DISTRICT. COUNTY and DISTRICT shall endeavor to agree upon a volunteer program for parks and recreation services and upon such agreement such volunteer program shall be administered by COUNTY.
- D. COUNTY shall submit annual reports regarding COUNTY's performance of the Action Plan Implementation and other requirements hereunder, in accordance with the schedule set forth in Exhibit A.

#### SECTION 4. PROVISION OF ACTION PLAN IMPLEMENTATION SERVICES.

- A. COUNTY shall work with DISTRICT to identify methods for use of property now or in the future owned or leased by DISTRICT as Park and/or Recreation Venue(s) ("Venue(s)") consistent with the Midcoast Action Plan for Parks and Recreation, and once those methods are approved by DISTRICT, COUNTY shall develop plans for implementation, and upon DISTRICT approval and funding of those plans, COUNTY shall carry them out.
- B. COUNTY shall contact each governmental and non-governmental agency identified in Exhibit A as a potential recipient of DISTRICT partnership funding and develop methods of implementing improvements or maintenance of said agency's existing Park and/or Recreation Venue(s) in exchange for commitment from said agency to make said Venue(s) available for neighborhood and/or community park use at specified times.
- C. DISTRICT hereby grants permission to COUNTY to conduct the Action Plan Implementation at DISTRICT'S Parks and Recreation Venues (once established) during the term of this Agreement pursuant to the terms and conditions herein. The use of the Venues by COUNTY shall not be exclusive, and DISTRICT shall have the right at all times to enter and use the Venues for any purposes that are not inconsistent with COUNTY's rights and obligations hereunder and do not unreasonably interfere with Action Plan Implementation activities.
- D. COUNTY shall not pay facility use fees to DISTRICT for the Action Plan Implementation activities which have been approved by DISTRICT, subject to the provisions of this Agreement.
- E. If COUNTY determines that it or its subcontractor(s) have the capacity to do so, and if DISTRICT so requests in writing, COUNTY shall prepare and maintain a master calendar for usage of each Venues by COUNTY and any other users permitted by COUNTY.

- F. COUNTY agrees that it will not permit or maintain the Venue to be used for any purposes other than those specified and authorized by the terms of this Agreement or in writing by the DISTRICT.
- G. COUNTY understands and agrees that the permission granted herein by the DISTRICT to COUNTY to use and occupy any Venue is contingent upon the Venues being DISTRICT-owned property in a safe and usable condition and that if, at any time during the term of this Agreement, any portion of the Venues should no longer be DISTRICT-owned property or should become unsafe or unusable for any cause or if DISTRICT terminates for any other reason in accordance with this Agreement, DISTRICT shall have no obligation to provide other facilities. COUNTY acknowledges that COUNTY has no relocation rights with respect to the Venues or the Action Plan Implementation if this Agreement is terminated for any reason.

#### SECTION 5. ACTION PLAN IMPLEMENTATION EQUIPMENT.

The parties agree that at the time of execution of this Agreement, the DISTRICT has no DISTRICT-owned equipment, fixtures and/or furnishings for COUNTY's use in the conduct of Action Plan Implementation. Should the DISTRICT acquire and make available to COUNTY any such DISTRICT-owned equipment, fixtures and/or furnishings, COUNTY agrees to maintain all such DISTRICT equipment, fixtures and furnishings used to carry out the scope of this Agreement in good condition and working order and to return same to DISTRICT in the same condition as when received by COUNTY, reasonable wear and tear excepted. COUNTY agrees to reimburse DISTRICT for any and all repairs made necessary to any such equipment, fixtures and furnishings except that occasioned by such reasonable wear and tear. COUNTY agrees to maintain all such equipment, fixtures and furnishings in good and safe working condition. COUNTY agrees it will not permit the use of such equipment, fixtures and furnishings if COUNTY determines said equipment is not in good and safe working condition. With the exception of the equipment, fixtures and furnishings made available by DISTRICT, COUNTY shall, at its own cost and expense, provide all other supplies and equipment necessary for the Action Plan Implementation. Accordingly and without limitation, COUNTY shall provide and maintain its computer(s) and all computer and related technological equipment necessary to perform this Agreement.

#### SECTION 6. PARKS AND RECREATION VENUE UTILITIES SERVICE.

DISTRICT shall be responsible for reasonable and necessary utilities for the Action Plan Implementation, including water, gas, electricity, and monthly telephone and internet service.

#### SECTION 7. MAINTENANCE, REPAIR, SUPPLIES, MATERIALS AND TRAVEL.

A. The parties agree that at the time of execution of this Agreement, the DISTRICT has no established Venue(s) for parks and recreation. When and if DISTRICT has established Venue(s) for parks and recreation, and if COUNTY determines that it or its subcontractor(s) have the capacity to do so, and if DISTRICT so requests in writing, COUNTY shall provide routine custodial maintenance and repair of the Venues and of the landscaping and grounds thereof necessary through reasonable wear and tear, except in circumstances where such maintenance and repair is rendered infeasible due to extreme weather, natural disaster, or other force majeure incidents.

Routine maintenance and repair shall be conducted in a manner consistent with the majority of other COUNTY facilities. COUNTY is not required to provide enhanced maintenance requested by DISTRICT above the COUNTY's minimum level of unless COUNTY agrees in writing.

When the DISTRICT requests the COUNTY to perform work, the DISTRICT will reimburse the COUNTY for project construction, maintenance, repair, supplies and materials (for example, when the COUNTY provides for the construction maintenance or repair of picnic areas, trails, etc.). Materials include brochures, or similar printed documents, and expenses to be reimbursed include printing costs. The DISTRICT will reimburse the COUNTY for vehicle travel mileage, at the current Federal mileage rate, associated with Park maintenance within the DISTRICT.

- B. COUNTY shall make no alteration or change in any manner to the Venues or the surrounding grounds, including electrical, gas, or plumbing equipment without written consent of DISTRICT. COUNTY may request DISTRICT approval to alter, modify, change, or relocate any utility, equipment or Venue or of any part or portion of any Venue at COUNTY's own expense. DISTRICT may, in its sole discretion, agree in writing to share any portion of such costs. Permission to install capital improvements shall require a separate agreement between DISTRICT and COUNTY. No alterations or improvements, including capital improvements and installations of additional phone lines, T1 lines, and electrical lines shall be made to a Venue without the DISTRICT's prior written approval. COUNTY has inspected the Venues and agrees to use and occupy the Venues in "as-is" condition as of the date of this Agreement.
- C. Any reasonable costs of maintenance and repair incurred by DISTRICT beyond normal wear and tear, taking into account the age and condition of the Venues as of the execution of this Agreement as a baseline, caused by misuse or negligence of COUNTY (including COUNTY's agents, subcontractors, clients, and employees) shall be billed by the DISTRICT to COUNTY. COUNTY shall make payment to the DISTRICT within thirty (30) days after COUNTY's billing for any of the aforementioned reasonable costs which are to be borne by COUNTY.
- D. DISTRICT agrees to provide recreation Venue maintenance and repairs in a timely manner when it enters and uses a Venue for its own purposes, and to make reasonable efforts to avoid disruption of Action Plan Implementation activities.

#### SECTION 8. INDEPENDENT CONTRACTOR.

The parties mutually agree that COUNTY and its employees are and shall be at all times independent contractors and not agents or employees of the DISTRICT, and that COUNTY and its employees shall not be entitled to any salary, fringe benefits, pension, Workers' Compensation, sick leave, insurance, or any other benefit or right connected with employment by DISTRICT, or any compensation other than as prescribed herein and COUNTY expressly waives any claim it may have to any such rights.

#### SECTION 9. LICENSE RIGHTS/NOT A LEASE.

The rights granted to COUNTY under this Agreement are non-exclusive license rights only and in no respect shall the same constitute or be construed as assignment of leasehold or other interest in any Venue or other property described in this Agreement.

#### SECTION 10. ASSIGNMENT BY COUNTY.

This Agreement shall not be assigned by COUNTY in whole or in part nor subcontracted in any respect without the prior written authorization of DISTRICT, which may be withheld in DISTRICT'S sole discretion. Notwithstanding the foregoing, known subcontractors that will be utilized to provide the Action Plan Implementation and acceptable to the DISTRICT are set forth in Exhibit A.

#### **SECTION 11. NONDISCRIMINATION.**

In the performance of this Agreement, including without limitation, the Action Plan Implementation and services provided at the Venues, COUNTY shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, physical or mental disability, medical condition, marital status, gender, gender identity, gender expression, sexual orientation, age, military and veteran status, or any other non-merit factor unrelated to job duties. Furthermore, the COUNTY shall include this requirement in any and all contracts for enhanced security services it enters into using the funding provided under this agreement. Nothing in this Section shall prohibit the COUNTY from applying a bona fide occupational qualification, applicable security regulations established by the United States or the State of California, or any other exception established by the California Fair Employment and Housing Act under Government Code Section 12940.

## SECTION 12. COMPLIANCE WITH LAWS/BACKGROUND CHECKS/REPORT OF CHILD ABUSE.

- A. COUNTY shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. COUNTY shall comply with all applicable local, state, and federal laws, regulations and rules related to the use of the Venues and the operation of the Action Plan Implementation, including but not limited to, laws, regulations and rules applicable to health, safety and equal opportunity employment.
- B. COUNTY shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of COUNTY's business.
- C. Without limitation of any other provision herein, if the services provided hereunder (i) involve direct contact with minors or if minors are supervised as a part of the services provided hereunder, or (ii) if services provided hereunder include services in the human services field and involve the care and security of children, the elderly, the disabled, or the mentally impaired, then COUNTY represents and warrants to DISTRICT that prior to services being provided hereunder by any personnel or volunteers retained by COUNTY that the COUNTY has or will conduct a criminal background check as provided in California Penal Code Section 11105.3, as well as an FBI criminal database background check, and has or will verify, prior to services being provided, that the personnel or

- volunteers do not have any criminal record for the offenses listed in California Penal Code Section 11105.3, which include certain offenses related to the possession or use of controlled substances, sex offenses or any criminal offense involving violence.
- D. COUNTY shall comply with the provisions of the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 et seq. COUNTY shall also request subsequent arrest service from the Department of Justice as provided under Section 11105.2 of the Penal Code.

#### SECTION 13. INDEMNIFICATION AND HOLD HARMLESS.

DISTRICT shall defend, hold harmless and indemnify COUNTY, its officers, agents, volunteers and/or employees from any and all claims for injuries to persons and/or damage to property which both arise out of this Agreement and are caused by or are alleged to be caused by the acts or omissions of DISTRICT, its officers, agents, volunteers and/or employees. In addition to the above, DISTRICT agrees to defend, hold harmless and indemnify COUNTY in the event of any suit by third parties alleging the DISTRICT-owned Venues are not in compliance with the Americans with Disabilities Act.

COUNTY shall defend, hold harmless and indemnify DISTRICT, its officers, agents, and/or employees from any and all claims for injuries to persons and/or damage to property which both arise out of this Agreement and are caused by or are alleged to be caused by the acts or omissions of COUNTY, its officers, agents and/or employees.

In the event of concurrent negligence of DISTRICT, its officers, agents and/or employees, and COUNTY, its officers, agents and/or employees, then the liability for any and all claims for injuries or damages which arise out of this Agreement shall be apportioned under California's Theory of Comparative Negligence as presently established or may be hereafter modified.

#### **SECTION 14. INSURANCE REQUIREMENTS.**

Both parties shall maintain sufficient insurance, self-insurance or a combination thereof to comply with the insurance requirements set forth in the attached Exhibit C, and if requested, each party shall furnish the other party with certificates of insurance evidencing the required coverage. Each party must provide to the other thirty (30) days' notice, in writing, of any pending change in the limits of liability or of any cancellation or modification of the policy.

#### SECTION 15. FORCE MAJEURE.

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, but not limited to natural disasters, wars, riots, insurrections or any other cause beyond the reasonable control of the party whose performance is affected.

#### SECTION 16. TIME OF ESSENCE.

Where performance of a covenant is specified herein to be performed on or before a certain date, time shall be of the essence of said covenant. Performance by the parties of each and every

covenant of this Agreement in a timely manner is material, the delay as to which shall constitute a material breach of this Agreement for which the party breached against may terminate this Agreement.

#### SECTION 17. EFFECT OF WAIVER.

The waiver by either party of any breach of any term, covenant or condition of this Agreement shall not be deemed a waiver of such term, covenant or condition of waiver of any subsequent breach of such term, covenant/or condition as to the other party. The consent or approval by either party to or of any act by the other party which requires approval or consent shall not be deemed to waive provisions for approval or consent to any such subsequent acts by the party whose approval or consent is otherwise required.

#### SECTION 18. ELECTIVE TERMINATION.

This Agreement may be terminated by either party at any time during the term for any reason, or for no reason, upon giving the other party written notice of termination. In the event such notice of termination is given, this Agreement shall be deemed terminated one hundred twenty (120) days after giving notice pursuant to Section 21.

#### **SECTION 19. TERMINATION UPON DEFAULT.**

In the event of any default on the part of COUNTY in COUNTY's performance of or compliance with any of the terms, conditions and covenants of this Agreement, DISTRICT shall have the right, in addition to or as an alternative to any other right it may have at law or in equity or pursuant to this Agreement, to terminate this Agreement; provided, however, that DISTRICT shall first give written notice to COUNTY of such default and COUNTY shall thereafter have a period of thirty (30) days to correct the default.

#### SECTION 20. SURRENDER ON TERMINATION.

On the last day, or the sooner termination of the term of this Agreement, COUNTY shall quit and surrender all Parks and Recreation Venues, Fixtures, Furnishings, and Equipment in good condition and repair (reasonable use and wear and tear, and damage or deterioration caused by the elements, earthquake, flood, and fire not caused by the negligence of the COUNTY excepted), and remove all property owned by COUNTY from the Venues. All such property not so removed shall be deemed at the option of DISTRICT to have been abandoned by COUNTY.

#### SECTION 21. NOTICES AND REPRESENTATIVES.

All notices required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by U.S. mail, postage prepaid addressed as follows:

DISTRICT GCSD Offices 504 Avenue Alhambra, Third Floor PO Box 335 El Granada, CA 94018

COUNTY County Parks Department 455 County Ctr # 4 Redwood City, CA 94063 The parties may change their respective addresses for purposes of delivering notices by sending notice of such change pursuant to this Section.

#### SECTION 22. RETENTION OF RECORDS.

The parties 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 District, whichever occurs first. The parties hereby agree to be subject to the examination and audit by their respective Auditors for a period of five (5) years after final payment under this Agreement.

#### SECTION 23. MISCELLANEOUS PROVISIONS.

- A. The parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of California. In the event that suit shall be brought by either party to this Agreement, the parties agree that venue shall be exclusively vested in the state courts of the County of San Mateo, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California.
- B. The headings of the sections and subsections of this Agreement are inserted for convenience only. They do not constitute a part of this Agreement and shall not be used in its construction.
- C. All exhibits to this Agreement are incorporated by reference and are deemed a part of this Agreement. This Agreement may only be amended by formal written agreement executed by both parties.

Exhibit A Scope of Services
Exhibit B County Parks Hourly Rates for Services
Exhibit C Insurance Requirements

D. If a court of competent jurisdiction adjudges any provision of this Agreement as void or unenforceable, the remaining provisions shall not be affected hereby and shall remain in full force and effect, unless such provision formed a material consideration for this Agreement.

WITNESS THE EXECUTION HEREOF, the date written next to the signing party's signature.

GRANADA SANITARY DISTRICT	COUNTY OF SAN MATEO	
By Matthew Clark, Board President /date /27/hy2014	By / / Dave Pine, Chair /date Board of Supervisors	
APPROVED AS TO FORM	APPROVED AS TO FORM	
By Jonathan Wittwer, GSD General Counsel	By	

#### **RESOLUTION NO..**

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

\* \* \* \* \* \*

RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT BETWEEN THE GRANADA COMMUNITY SERVICES DISTRICT (FORMERLY THE GRANADA SANITARY DISTRICT) AND THE COUNTY OF SAN MATEO

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of

California, that

WHEREAS, the County Board of Supervisors adopted Resolution No. 073419 on September 30, 2014 authorizing an agreement dated September 23, 2014 with the Granada Sanitary District for the San Mateo County Parks Department to provide parks and recreation services to the newly forming Granada Community Services District; and

**WHEREAS**, the Parks Department wishes to amend Section 3.C of the agreement with the Granada Community Services District; and

**WHEREAS**, this Board has been presented with a form of such amendment, has examined and approved it as to both form and content, and desires to enter into it.

NOW THEREFORE, IT IS HEREBY RESOLVED that the President of the Board is authorized to execute the amendment to the agreement with Granada Community Services District to modify Section 3.C.

\* \* \* \* \* \*

# **ITEM #5**

#### **GRANADA COMMUNITY SERVICES DISTRICT**

## AGENDA MEMORANDUM

To: Board of Directors

From: Chuck Duffy, General Manager

Subject: Consideration of Request for Letter of Support from the Casa Mira HOA

Date: December 15, 2016

The attached letter from the Casa Mira HOA is requesting a letter of support from the District to protect their housing units located on the oceanside bluffs on Mirada road, as well as protecting the District's sewer main in Mirada Road. The HOA has an application in to the Coastal Commission to add additional slope stabilization enhancements to protect the bluffs from wave actions during winter storms.

#### VARNI, FRASER, HARTWELL & RODGERS

ATTORNEYS AT LAW 650 A STREET P.O. BOX 570

OF COUNSEL: HAYWARD, CALIFORNIA 94543-0570
JONATHAN DANIEL ADAMS

PHONE: (510) 886-5000 FAX (510) 538-8797

WEBSITE: VARNIFRASER.COM

GRANADA Community Services Dist

November 15, 2016

Rec'd By: **R**56

Mr. Chuck Duffy General Manager Granada Community Services District Post Office Box 335 El Granada, CA 94018

Re: Mirada Road, Half Moon Bay

Dear Mr. Duffy:

MICHAEL J. O'TOOLE P. CECILIA STORR

I am a property owner in the 10-unit Casa Mira attached housing development at the foot of Mirada Road in the City of Half Moon Bay. I am sure your staff is aware of the recent cliff damage which has occurred during the winter of 2015-2016. Your district has a sewer trunk line in this area which is also in danger as a result of this cliff damage. The Casa Mira Homeowner's Association has stepped forward and has advanced some \$500,000 to stabilize this cliff thereby protecting the trail system of the state parks and the trunk line of your district. We are now before the Coastal Commission with a final plan for this area. This plan envisions a significant upgrading of the rip rap and a permanent stabilization of this slope. If approved by the Coastal Commission, the coastal trial will be preserved in its current position and your sewer trunk line will also be preserved.

The Coastal Commission and their staff in particular is quite precise in the format they wish us to follow. We have engaged the services of civil engineers, soil engineers, civil engineers with waive action experience. We have also engaged the services of moving companies because the Coastal Commission has requested us to provide an estimate of the cost of picking up four or more of these ten units and moving them further inland.

We believe it would be quite helpful to our cause and also helpful to the preservation of the trail and your sewer system if your district would be willing to address a letter to the Coastal Commission supporting our efforts.

I am enclosing for your convenience an aerial photograph of the units and a copy of the current permit application.

Mr. Chuck Duffy November 15, 2016 Page 2

Our firm has represented the Castro Valley Sanitary District for an excess of 40 years. In the course of this, I have developed a friendship and professional relationship with your former attorney Jim Coplan. I am sure that Jim can vouch for our involvement in your industry.

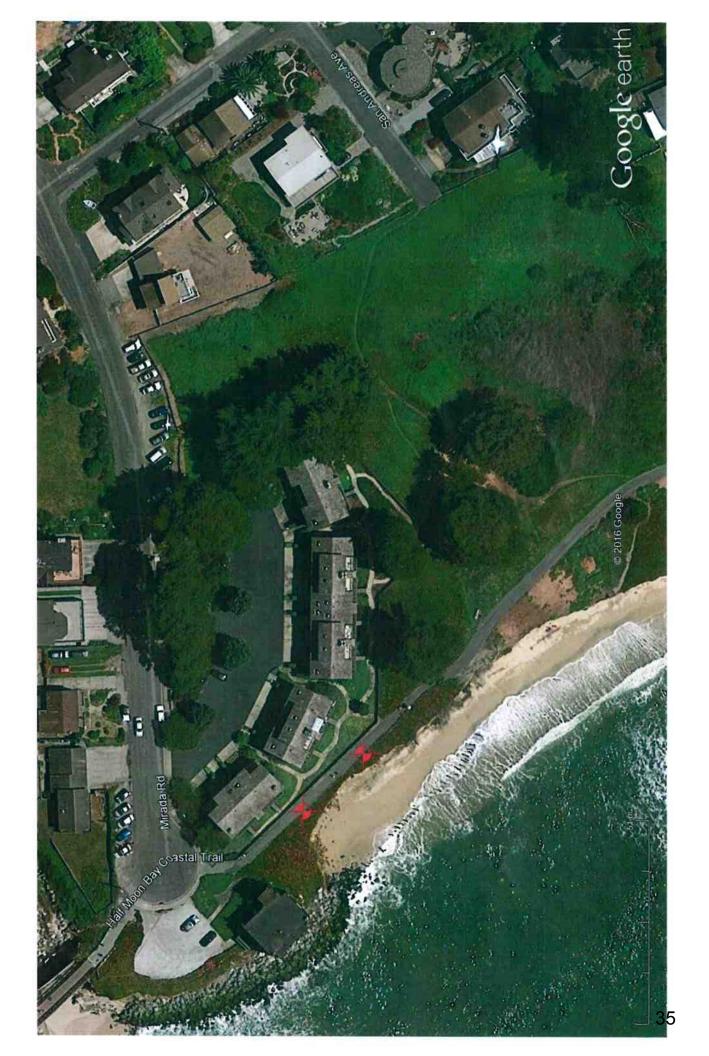
I would be glad to come to your office and discuss this with you in person. I will await your thoughts and directions.

Very Truly Yours,

VARNI, FRASER, HARTWELL & RODGERS

Anthony B. Varni

ABV/lm enclosures cc: Robert Glynn



#### Robert D. Glynn, Jr. Casa Mira Bluff Erosion Committee

784 Woodwind Place Walnut Creek, CA 94598 Home 925-933-9369 Mobile 925-300-8481 rdgir@astound.net

November 9, 2016

Department of the Army San Francisco District, Corps of Engineers 1455 Market Street San Francisco, CA 94103-1398

Well /1-9

Re: Permit Application

Attached please find an application for the 2 Mirada Road rip rap revetment on ENG FORM 4345. We are not certain whether or not a Corps of Engineers permit is required for this work. We are filing this application in case it is required.

Sincerely,

Encl: five page application

### U.S. ARMY CORPS OF ENGINEERS APPLICATION FOR DEPARTMENT OF THE ARMY PERMIT

33 CFR 325. The proponent agency is CECW-CO-R.

Form Approved -OMB No. 0710-0003 Expires: 30-SEPTEMBER-2015

Public reporting for this collection of information is estimated to average 11 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters, Executive Services and Communications Directorate, information Management Division and to the Office of Management and Budget, Paperwork Reduction Project (0710-0003). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DC NOT RETURN your form to either of those addresses. Completed applications must be submitted to the District Engineer having jurisdiction over the location of the proposed activity.

### PRIVACY ACT STATEMENT

Authorities: Rivers and Harbors Act, Section 10, 33 USC 403; Clean Water Act, Section 404, 33 USC 1344; Marine Protection, Research, and Sanctuaries Act, Section 103, 33 USC 1413; Regulatory Programs of the Corps of Engineers; Final Rule 33 CFR 320-332. Principal Purpose: Information provided on this form will be used in evaluating the application for a permit. Routine Uses: This information may be shared with the Department of Justice and other federal, state, and local government agencies, and the public and may be made available as part of a public notice as required by Federal law. Submission of requested information is voluntary, however, if information is not provided the permit application cannot be evaluated nor can a permit be issued. One set of original drawings or good reproducible copies which show the location and character of the proposed activity must be attached to this application that is not completed in full will be returned.

that is not completed in full will be returned.			.9
	(ITEMS 1 THRU 4 TO 8	E FILLED BY THE CORPS)	
1. APPLICATION NO. 2. FIELD	OFFICE CODE	3. DATE RECEIVED	4. DATE APPLICATION COMPLETE
all responses			
	(ITEMS BELOW TO BE	FILLED BY APPLICANT)	
5. APPLICANT'S NAME		3. AUTHORIZED AGENT'S NAME A	
First - ROBERT Middle -	Last- LA MAR	First - ROBERT Middle - D	2. LART-GLYNN, Ir.
Company SEE ADDITIONAL INFO	ON PAGE IA	Company -	
E-mail Address - RLAMAZE POBOX.	com	E-mail Address - ROG 50	45 TOUND. NET
6. APPLICANT'S ADDRESS:		9. AGENT'S ACCRESS:	14.
Address- P.O. Box 831		Address- 784 WOODWIN	D PLACE
City-14ALFMUJN BAY State - CA ZID	-9401 Fountry USA	City-WALNUS COESIN State -	CA ZID 94598 Country -USA
7. APPLICANT'S PHONE NOS. WAREA CODE		10. AGENTS PHONE NOS. WAREA	CODE
Residence b Susiness	c. F3X	a. Residence D. Susines	
a. Residence b. Susiness 650-465-535	f (MOBILE)	925-300-89	+81 (MOBILE
	STATEMENT OF	FAUTHORIZATION	
11. I hereby authorize, ROBERT D. GLYNN. supplemental information in support of this permit a	Simos S	R- 11/7/16	ilication and to furnish, upon request,
	SIGNATURE OF APPLI	CANT CATE	
	ROBERT LAMA	THE RESERVE THE PERSON NAMED IN COLUMN 2 IS NOT THE PERSON NAMED I	
		PTION OF PROJECT OR ACTIVITY	
12 PROJECT NAME OR TITLE (see Instructions) 2 MIRADA ROAD RIP R		NT	
13. NAME OF WATERBODY, IF KNOWN (if applic	able)	14. PROJECT STREET ADDRESS	f applicable)
HALF MODNBAY, PACIFIC OC	EAN	Address 2 MIRADA ROA	
15. LOCATION OF PROJECT		<u></u>	
Latitude: N 37, 492876 Longitude:		LOW HAR WOON BAY S	tate- CA ZIP-94019
16. OTHER LOCATION DESCRIPTIONS, IF KNOWN State Tax Parcel ID 048 051 09		HALF MOON BAY	c.A
Section - Township -		Range -	

### 2 Mirada Rd/Casa Mira COE application Page 1 A

### Re: Section | Applicant

1. Name, address and telephone address of all applicants.

### 2 Mirada Road's owners are:

Irina Place, P. O. Box 44555, Kamuela, HI 96743 808-595-6362 Gail Lamar, 2 Mirada Road, Half Moon Bay, CA 94019 650-726-0199 Jennifer Thomas, 670 Woodmont Av. Berkeley, CA 510-898-1303 2 Mirada Road's Representative is: Robert LaMar, P.O.Box 831, Half Moon Bay, CA 94019 650-465-5354 rlamar@pobox.com

Casa Mira HOA, a neighboring property, is a co-applicant because it is contributing financial support to the cost of the proposed work.

Casa Mira's Representative is:

Robert D. Glynn, Jr., Casa Mira Bluff Erosion Committee 784 Woodwind Place, Walnut Creek, CA 94598 (Mailing address) 925-933-9369 Also 12 Mirada Road, Half Moon Bay, CA 94019 (No Mail please) rdgir@astound.net

The Properties jointly have authorized Robert D. Glynn, Ir to be their combined Agent.

### Note of interest

Work almost identical to that planned in this application was permitted by the California Coastal Commission in about 1989. The work was started, but never completed due to funding issues. At that time, The Corps of Engineers stated that a Department of the Army authorization would not be required. A copy of the Corps' letter of 8 May 1989 in include with this application

17	DIRECTIONS	TO T	HE SITE
1 8 .	DIVECTION	C 🕶 11	The WEET

CALIFORNIA HIGHWAY 1 NORTH FROM HALF MOUN BAY CITY CENTER TURN LEFT (WESTERLY) ON MIRADA ROAD DRIVE TO END

18. Nature of Activity (Description of project, include all features)

TEMPORARILY MOVE RIP RAP PLACED UNDER CALIF. COASTAL COMMISSION EMERG.
PERMIT G-2-16-0045. REPLACE THE MOVED AND SOME NEW RIPRAP IN
ACCORDANCE WITH AN ENGINEERING DESIGN, RIP RAP WILL EXTEND VERTICALLY TO TOP
OF BLUFF AND HORIZONTALLY ABOUT 240 FROM FOUTHWEST END OF Z MIRADA RUAD
PROPERTY NORTHWEST ERLY TO MEET EXISTING RIPRAP NEAR Z MIRADA ROAD'S BULDING
WALL, THE TOE OF THE RIP RAP SLOPE WILL BE CONTAINED BY WOOD PILINGS.
EXISTING WOOD PILINGS PREVIOUSLY PERMITTED AND INSTALCED FOR RIP RAP THAT WAS
NEVER COMPLETED IN ABOUT 1989 DUETO FISCAL REASONS WILL BE REMOVED FROM
THE BEACH, THEY ARE RENDEZED USEUSS BY ERDOLD OF THE BUFF.

### 19. Project Purpose (Describe the reason or purpose of the project, see instructions)

THE PURPOSE OF THIS PROJECT IS TO PROVIDE PROTECTION FROM FURTHER BLUFF CEDSION TO:

- . THE CALIFORNIA COASTAL TRAIL, WHICH IS ON AN EASMENT IN THE PROPERTY
  - . THE SENER LINE OF THE GRAVADA COMMUNITY SERVICES DISTRICT, WHICH PRIVIDES SEWER SERVICES TO LOCAL RESIDENCES, ALSO ON AN EASEMENT!
  - · RESIDENTIAL STRUCTURES OF 2 MIRADA ZOAD AND THE ADJACENT CASA MIRA HOMEOWUERS A SSUCIATION

### USE BLOCKS 20-23 IF DREDGED AND/OR FILL MATERIAL IS TO BE DISCHARGED

20. Reason(s) for Discharge

NO DISCHARGES ANTICIPATED

	_				
1.	Type(s) of Materia	Being Discharged	and the Amount	of Fach Type	in Cubic Yards

Type

Amount in Cubic Yards

Type Amount in Cubic Yards

Type

Amount in Cubic Yards

22. Surface Area in Acres of Wetlands or Other Waters Filled (see instructions)

Acres

or

Linear Feet

23. Description of Avoidance, Minimization, and Compensation (see instructions)

24. is Any Portion of the V	Nork Aiready Complete?	Yes Tho FYES,	DESCRIBE THE COMP	LETED WORK	
RIP RAP WAS	PLACED IN MAY	AND TUNE 1	ole under A	CALIF. COASTAL	Commission
EWELGENC	y permanen	PERMIT. IT	EXTENDS NOT	COMPLETELY T	O THE
		WT 200' IN LE	nam, thun	IS INCLUDED	SUONI
C.D.P. APPL	CATION.				
1					
25. Addresses of Adjoining	Property Owners, Lissees,	Etc., Whose Property A	djoins the Waterbody ir i	nore herr lan be intered here, please,	attach a supplemental (all).
a. Address- No 2TH C	ACADIMS 40	ROAD			
CHY- CITY OF HA	LE MOON BAY	State - HALF M	OUN BAYZID. 9	24019.	
1	2 MIRADA R				
	1 BAY STATE	BEACH . 9		V.	
CITY- HALF MO	ON BAY	State - C-A	Zp - 9	14019	
c. Address-					
City -		State -	20-		
			4.4		
d. Address-					
City -		State -	Zp-		
e. Address-					
City -		State -	Zp-		
26. List of Other Certificates	or Approvais/Denials receiv	ed from other Federal, S	State, or Local Agencies	for Work Described in This A	polication
AGENCY	TYPE APPROVAL*	IDENTIFICATION NUMBER	DATE APPLIED		DATE DENIED
	rending cop			The second secon	
HALF MOON BAF	*******	2-16-0784	Tory 11, 2016	-	
STATE BEACH	ROE PERMIT		NOVEMBER 2, 2	016	
				-	
	***************************************			-	
*Would include but is not res	stricted to zoning building a	nd flood plain permits		*	
27. Application is hereby ma	ide for permit or permits to a	otherize the work decre	hed in this annunation. I	receptific the ret the continuous and the	
complete and accurate. I fur	ther certify that I possess the	authority to undertake	the work described herei	in or am acting as the duly au	ithorized agent of the
A Y MANA	W 11	1/7/1	11	11	NOV E
SIGNATURE OF	<u> </u>	1//6	Julew	10 hm	2016
3 55		UATE	SIGNAT	TURE OF AGENT	DATE
The Application must be s authorized agent if the sta	igned by the person who itement in block 11 has be	desires to undertake een filled out and sign	the proposed activity ned.	(applicant) or it may be sig	gned by a duly
18 U.S.C. Section 1001 pr	rovides that: Whoever, in	any manner within th	e jurisdiction of any de	epartment or agency of the	e United States
MICHAELINE SHIP MINIPHA 1912	sities, conceals, or covers	un any inck scheme	or dientilione a mater	rial fant an material and City	of state
fraudulent statements or n fraudulent statements or e	epresentations of makes	of uses any false whi	ling or document know	sing same to engine and	aise, fictitious or
		2,3,000 01	- F. Wasser Hot Hotel	on nee years or bott.	



### **DEPARTMENT OF THE ARMY**

SAN FRANCISCO DISTRICT, CORPS OF ENGINEERS 211 MAIN STREET SAN FRANCISCO, CALIFORNIA 94105 – 1905

8 MAY 1989

Regulatory Branch

SUBJECT: File No. 15411520

Mr. Riley Carkeek P.O. Box 94 Moss Beach, California 94038

Dear Mr. Carkeek:

This letter concerns Department of the Army authorization for the proposed rock riprap seawall for a parking lot adjacent to #2 Mirada Road, Half Moon Bay, San Mateo County, California.

We have determined that a Department of the Army authorization will not be required since the above activity will not involve the discharge of dredged or fill material into a water of the United States, including adjacent wetlands, pursuant to Section 404 of the Clean Water Act (33 U.S.C. 1344), and will occur above the shoreline reached by the mean high water pursuant to Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403) since all work is occurring above the 4.91 foot (N.G.V.D.) high tide line elevation.

The determination that a permit is not required for your activity is based on our review of a drawing labelled "Survey Map of Parcel 2 of Casa Mira," one sheet dated September 8, 1988. This determination will expire in two years from the date of this letter. Also, a change to your project could also change this determination. Please notify us of any changes, and when work is scheduled to start. Also, notify us upon completion of your project so as to enable our inspection staff to determine that no work was performed in our jurisdiction without proper authorization.

If you have any questions, please call Joyce Minjiras of our Regulatory Branch (telephone 415-974-0418). If you wish to write, please address all correspondence to the District Engineer, Attention: Regulatory Branch, and refer to the file number at the head of this letter.

Sincerely.

Jack E. Farless

Chief, Construction-Operations

Division

Copy furnished: US EPA, S.F., CA

### **ITEM #6**

### **MINUTES**

### SAM BOARD OF DIRECTORS MEETING November 14, 2016

### 1. CALL TO ORDER

Chair Ruddock called the meeting to order at 7:03 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 Ruddock, Slater-Carter, Penrose (for Kowalczyk), Lohman, and Woren were present. Director Boyd was absent. Also present were Legal Counsel Carl Nelson, General Manager Marshall, Engineering & Construction Contract Manager Prathivadi, and Supervisor of Treatment/Field Operations Costello.

- 2. SPECIAL ORDER OF THE DAY NONE
- 3. PUBLIC COMMENT NONE
- **4. CONVENE IN CLOSED SESSION** (Items discussed in Closed Session comply with the Ralph M. Brown Act.)
  - A. Public Employee Performance Evaluation Pursuant to Government Code 54957 Title: General Manager

The Board went in to closed session at 7:04 p.m.

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

The Board came out of closed session at 7:15 p.m. Chair Ruddock Reported that there was no reportable action.

- 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 October 24, 2016 Board of Directors Meeting
  - B. Approve Disbursements for November 2016
  - C. Receive Quarterly Investments Report for September 30, 2016

Director Woren requested that there be a comma between his name and Director Lohman's name on the minutes of September 26, 2016. General Counsel Nelson corrected the verbiage in the Attorney's report to say, ""He stated that the Board of

Supervisors is going to act to appoint in lieu for uncontested positions or to certify elections on December 13, 2016.

Director Slater-Carter moved and Director Woren seconded the motion to approve the Consent Agenda items with corrections to the minutes as discussed by Director Woren and General Counsel Nelson.

Slater-Carter/Woren/7 Ayes/0 Noes. The motion passed.

### 7. OLD BUSINESS - NONE

- **8. NEW BUSINESS** (The Board will discuss, seek public input, and possibly take action to approve the following items.)
  - A. Review and Approve Amendments to the Conflict of Interest Code

Following a brief discussion, Director Woren moved and Director Penrose seconded the motion to approve the amendments to the conflict of interest code.

Woren/Penrose/7 Ayes/0 Noes. The motion passed.

B. Discuss and Amend Unrepresented Employee Manual Establishing Wages, Benefits, and Terms and Conditions of Employment, Effective January 1, 2017

After reviewing the staff report, General Manager Marshall recommended that the Board authorize her to amend the unrepresented employees' manual effective January 1, 2017.

A discussion ensued. Director Woren stated that he felt a 400 hour cap on vacation time was too high. Following the discussion, Director Slater-Carter moved and Director Penrose seconded the motion to amend the unrepresented employees' manual establishing wages, benefits, and terms and conditions of employment effective January 1, 2017, as presented.

Slater-Carter/Penrose/6 Ayes/1 No (Woren). The motion passed.

C. Adopt a Resolution for Paying and Reporting the Value of Employer Paid Member Contributions to CalPERS

Following a brief discussion, Director Penrose moved and Director Woren seconded the motion to adopt Resolution 12-2016, to pay and report to CalPERS the value of employer paid member contributions (EPMC).

Penrose/Woren/7 Ayes/0 Noes. The motion passed.

D. Adopt Sewer Authority Wage Schedule for FY 2016/17

General Manager Marshall reviewed the staff report and recommended that the Board adopt the bi-weekly wage schedule for fiscal year 2016/17 in compliance with California Code of Regulations (CCR), Title 2, Section 570.5 and amendments to 571, subdivision (b).

A discussion ensued. Following the discussion, Director Slater-Carter moved and Director Penrose seconded the motion to adopt the bi-weekly wage schedule for fiscal year 2016/17

Slater-Carter/Penrose/7 Ayes/0 Noes. The motion passed.

E. Authorize Staff to Publish a Request for Proposals for the Comprehensive Hydraulic Modeling Identified in the Infrastructure Budget for FY 2016/17

General Manager Marshall recommended that the Board provide direction to staff regarding the comprehensive hydraulic modeling project identified in the infrastructure budget for fiscal year 2016/17 and authorize staff to publish a request for proposals (RFP). A discussion ensued. Director Woren suggested asking the member agency managers if they would like their engineers to provide input at the member agency managers monthly meetings. Engineering & Construction Contract Manager Prathivadi suggested that all three member agencies be asked at the technical advisory committee for the Collections System. Director Slater-Carter requested that this item be brought back at a future Board meeting once the member agency engineers had a chance to review and provide feedback on the proposed Request for Proposals document.

### 9. GENERAL MANAGER'S REPORT

A. Receive Manager's Monthly Report – October 2016

General Manager Marshall updated the Board on recent activities during the month of October 2016 as set forth in her written report to the Board. She reminded the Board that on Saturday, November 19, 2016, there would be a Strategic Plan workshop at 11:00 a.m. at the SAM office. She also informed the Board that she and Director Lohman had met as part of the ad hoc Outreach Committee and that they would be bringing something to the January Board meeting to discuss an outreach component for the recycled water project and potentially what to budget for the 25% phase of the project. She also informed the Board that she had attended the CalPELRA conference in Monterey. She informed the Board that she was able to save SAM money by staying at a hotel farther away from the venue and thanked the Board for allowing her to attend the conference. Director Woren requested a description of any public records request in future General Manager's reports. General Manager Marshall stated that she is doing a monthly Collection System report for the member agencies and that it is included in the monthly report to the Board.

### 10. ATTORNEY'S REPORT

General Counsel Nelson had nothing to report.

### 11. DIRECTORS' REPORTS

Director Lohman informed the Board that he had attended the Cal-LAFCo conference and stated that legislature passed a single purpose bill that could bypass the LAFCo process and informed everyone that Lake Cachuma is at 7% capacity.

### 12. FUTURE AGENDA ITEMS

- SAM Strategic Planning Workshop
- Annual Review of SAM Investments Policy
- Anti-Discrimination and Harassment Policy
- Substance Abuse Policy
- Internet and Electronic Communications Policy
- F.O.G. Inspection Fees for FY 2016/17
- Source Control Ordinance Update
- Employee Travel Policy
- Presentation by SMCRCD on 2016/17 First Flush
- FY 2017/18 Budget Workshop
- New Contract Collections Service Agreement

### 13. ADJOURNMENT

Chair Ruddock adjourned the meeting at 7:55 p.m.	
Respectfully Submitted,	Approved By:
Kathy Matthews Recording Secretary	Board Secretary

Agenda Item No: 9A

Page 1



### **SEWER AUTHORITY MID-COASTSIDE**

### **Staff Report**

TO:

Honorable Board of Directors

FROM:

Beverli A. Marshall, General Manager

DATE:

November 14, 2016

SUBJECT:

Monthly Manager's Report - October 2016

### **Staff Recommendation**

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

### Fiscal Impact

There is no fiscal impact from this report.

### Background and Discussion/Report

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

Key Indicators of Performance		Flow Report (See	Attachme	ent A)
NPDES Permit Violations:	0	Half Moon Bay	0.821	61.1%
Accidents, Injuries, etc.:	None	Granada CSD	0.284	21.2%
Reportable Spills Cat 1:	0	Montara W&SD	0.239	<u>17.7%</u>
Reportable Spills Cat 2:	1	Total	1.344	100%
Reportable Spills Cat 3:	0			

### Administration

There was one SAM Board Meeting: October 26, 2016. There was one public records requests during the month of October.

### Media Coverage

During the month of October, there were no media articles referencing the Sewer Authority Mid-Coastside.

BOARD MEMBERS:	S. Boyd		R. Kowalczyk	R. Lohman
	D. Ruddock		K. Slater-Carter	L. Woren
ALTERNATE MEMBERS:	M. Clark		B. Huber	J. Mullara
		~~		40

### Personnel

There were no SAM employee anniversaries in the month of October.

### **OPERATIONS & MAINTENANCE, COLLECTIONS**

### Operation & Maintenance

During the month of October there was a leak detected on our IPS line; the hole was about the size of a dime and the contractor was able to stop the leak with a circle clamp. Staff estimated the spill volume to be 2,400 gallons of which none was recoverable as it had soaked into the ground. The leak occurred on October 20 and was repaired about 6 hours after it was reported. Staff was able to use the wet weather flow storage tanks to retain flow while the work was being done minimizing any further leakage. All other systems ran well.

Toxicity testing will begin next month as part of the NPDES renewal process. The study is a series of three tests. Round one consists of four species and the two subsequent rounds consist of the three most sensitive species. This study is expected to be completed in January. On October 12 and 13 SAM hosted approximately 250 high school students at the plant as part of the Sewer Science class. Everything went as planned and the program was well received by the students.

On October 17, RF McDonald was on site to replace 6 valves in the boiler room that had failed and would not close properly. Cal-Con was in the same day to work on a failed drive for the ferric system. On October 18, RF McDonald was in to replace the shell of the waste heat exchanger and found that the bundle inside the heat exchanger needs to be replaced in the very near future. On October 20, the DO meter was replaced for a more accurate and current style as part of the D.O. control process.

Work on replacing the digester gas flare line was completed in early October. The work to replace the roof for the administration building was complete in early October as well. Cal-Con also completed the annual electrical maintenance. The NPDES Data for October 2016 is attached; there were no incidents of NPDES permit non-compliance during October 2016.

### Contract Collection Services

In October, SAM cleaned approximately 49,898 feet of sewer line, responded to 7 callouts, of which 3 were for privately owned laterals and 3 were not sewer related. There was one category 2 spill in Half Moon Bay, related to the IPS pipeline. The latest collection system data report is attached (Attachment C). There was zero Category 1,

**BOARD MEMBERS:** 

S. Boyd

R. Kowalczyk

K. Slater-Carter

R. Lohman

D. Ruddock

B. Huber

L. Woren

**ALTERNATE MEMBERS: M. Clark** 

J. Muller

Agenda Item No: 9A Page 3

One Category 2, and zero Category 3 S.S.O.'s during the month of October. A collection services report for each member agency has been included for your review.

### Trucked Waste

In October, 7 deliveries (approximately 5,300 gallons) of trucked waste was discharged at the SAM plant and no Leachate deliveries.

### Safety

There were no work-related accidents, injuries, or illnesses resulting in lost time in September. Staff has worked since March 10, 2011, 2062 days, without a lost time incident.

### Supporting Documents

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

Attachment D: Monthly Collection System Agency Reports

**ALTERNATE MEMBERS: M. Clark** 

### Attachment A

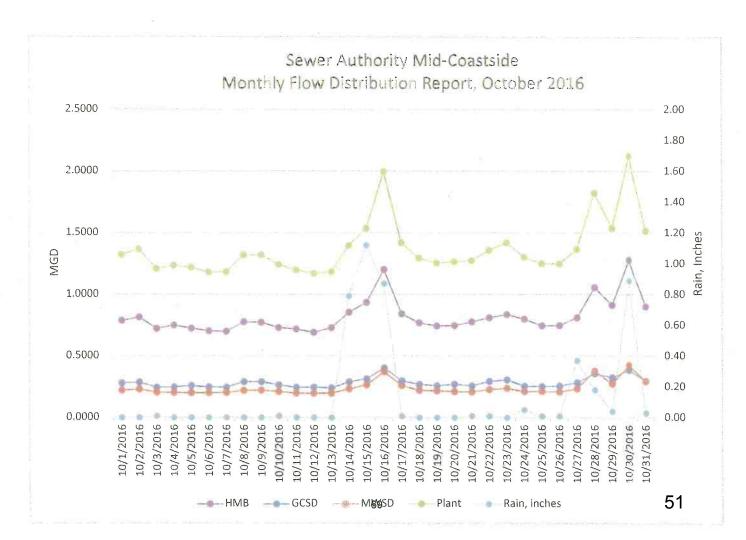
### Flow Distribution Report Summary For October 2016

The daily flow report figures for the month of October 2016 have been converted to an Average Daily Flow (ADF) for each Member Agency. The results are attached for your review.

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

The summary of the ADF information is as follows:

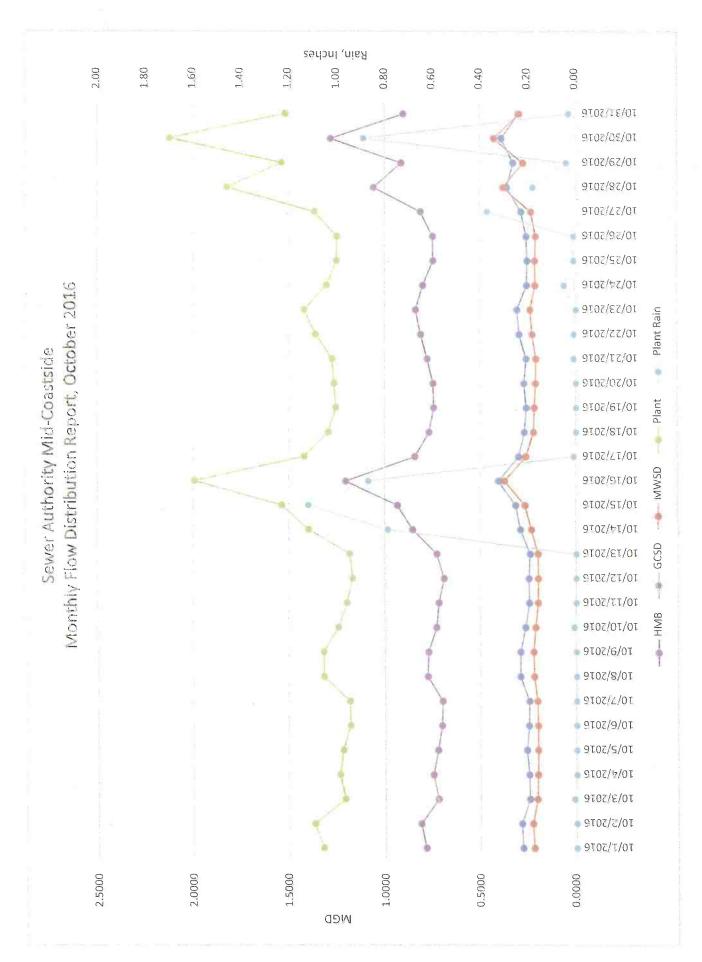
	MGD	<u>%</u>
The City of Half Moon Bay	0.821	61.1%
Granada Community Services District	0.284	21.1%
Montara Water and Sanitary District	0.239	<u>17.8%</u>
Total	1.344	100.0%

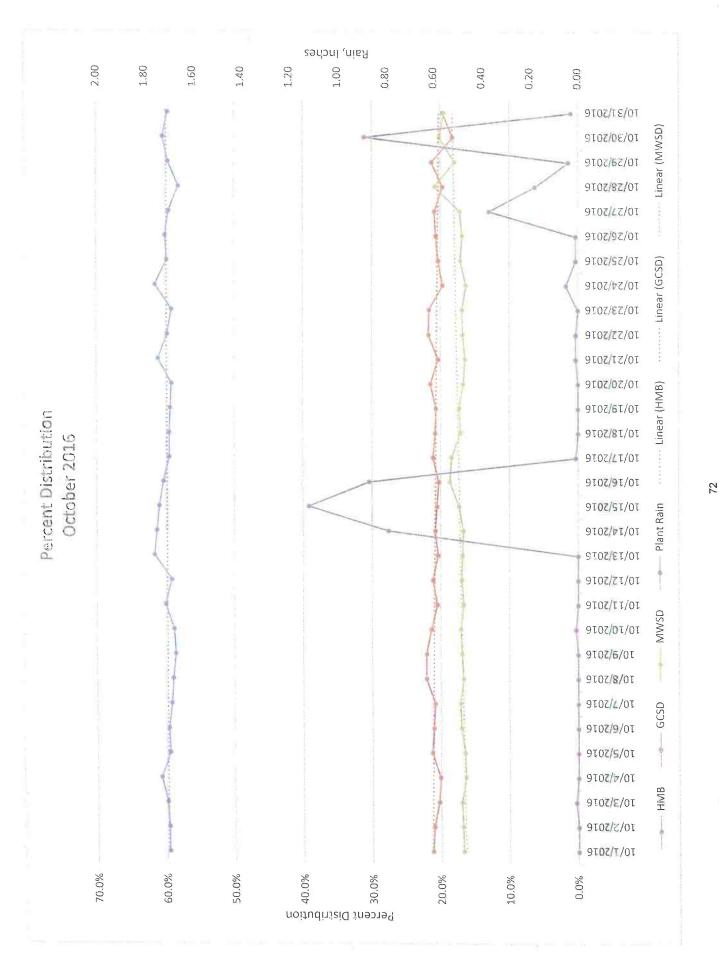


### Sewer Authority Mid-Coastside

Monthly Flow Distribution Report for October 2016

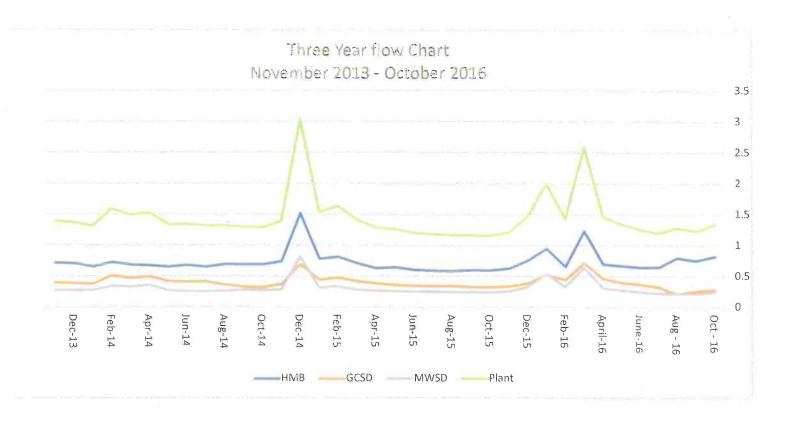
<u>Date</u>	<u>HMB</u>	GCSD	MWSD	<u>Plant</u>	Rain <u>Plant</u>	Rain <u>Portola</u>	Rain <u>Montara</u>
10/1/2016	0.7884	0.2805206	0.221	1.322	0.00	0.00	0.00
10/2/2016	0.8157	0.2875206	0.230	1.367	0.00	0.00	0.00
10/3/2016	0.7238	0.2455206	0.205	1.208	0.01	0.01	0.01
10/4/2016	0.7505	0.2485206	0.202	1.235	0.00	0.00	0.00
10/5/2016	0.7252	0.2595206	0.201	1.219	0.00	0.00	0.00
10/6/2016	0.7045	0.2485206	0.201	1.181	0.00	0.00	0.00
10/7/2016	0.7008	0.2465206	0.203	1.183	0.00	0.00	0.00
10/8/2016	0.7783	0.2915206	0.220	1.319	0.00	0.00	0.00
10/9/2016	0.7743	0.2915206	0.223	1.320	0.00	0.00	0.00
10/10/2016	0.7318	0.2655206	0.212	1.243	0.01	0.00	0.00
10/11/2016	0.7199	0.2455206	0.199	1.198	0.00	0.00	0.00
10/12/2016	0.6925	0.2475206	0.198	1.170	0.00	0.00	0.00
10/13/2016	0.7302	0.2415206	0.199	1.184	0.00	0.00	0.00
10/14/2016	0.8567	0.2905206	0.233	1.397	0.79	0.42	0.73
10/15/2016	0.9365	0.3155206	0.266	1.536	1.12	0.60	0.76
10/16/2016	1.2044	0.4045206	0.372	1.995	0.87	0.98	0.93
10/17/2016	0.8442	0.2995206	0.261	1.419	0.01	0.00	0.01
10/18/2016	0.7703	0.2695206	0.221	1.295	0.00	0.00	0.00
10/19/2016	0.7450	0.2595206	0.217	1.255	0.00	0.00	0.00
10/20/2016	0.7484	0.2715206	0.211	1.265	0.00	0.00	0.00
10/21/2016	0.7791	0.2595206	0.209	1.275	0.01	0.00	0.00
10/22/2016	0.8128	0.2955206	0.228	1.360	0.01	0.00	0.00
10/23/2016	0.8391	0.3075206	0.239	1.419	0.00	0.00	0.00
10/24/2016	0.8016	0.2565206	0.212	1.303	0.05	0.07	0.05
10/25/2016	0.7482	0.2545206	0.214	1.251	0.01	0.03	0.04
10/26/2016	0.7502	0.2585206	0.210	1.249	0.01	0.01	0.01
10/27/2016	0.8135	0.2855206	0.235	1.367	0.37	0.45	0.57
10/28/2016	1.0592	0.3595206	0.380	1.823	0.18	0.31	0.36
10/29/2016	0.9159	0.3275206	0.276	1.537	0.04	0.04	0.07
10/30/2016	1.2828	0.3875206	0.428	2.124	0.89	0.75	0.98
10/31/2016	0.9044	0.2985206	0.296	1.517	0.03	0.13	0.12
Totals	25.448	8.801	7.422	42.536	4.41	3.80	4.64
Summary		, e					
	HMB	GCSD	MWSD	Plant			
Minimum	0.692	0.242	0.198	1.170			
Average	0.821	0.284	0.239	1.344			
Maximum	1.283	0.405	0.428	2.124			
Distribution	61.1%	21.1%	17.8%	100.0%			





### Most recent flow calibration June 2016





73 55

## Sewer Authority Mid-Coastside

Monthly Collection System Activity/SSO Distribution Report, October 2016

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	SAM	-	0	0	0	0	~	100%
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	<b>*</b>	
		Roots	Grease	Mechanical	Wet Weather	Other	Total	

## 12 Month Moving Total

Total   HMB   GCSD   MWSD   SAM     Roots   11   3   4   4   0     Grease   0   0   0   0     Wet Weather   0   0   0   0     Other   3   0   2   1   0     Total   16   3   6   5   2
Total HMB 11 3 0 0 2 0 0 0 3 0 16 3
Total HMB 11 3 0 0 2 0 0 0 3 0 16 3
Total HMB 11 3 0 0 2 0 0 0 3 0 16 3
1 1
Roots Grease Mechanical Wet Weather Other

## Reportable SSOs

		Re	Reportable Number of S.S.O.'s	nber of S.S.	0,'8
	Tota/	HMB	GCSD	MWSD	SAM
October 2016	-	0	0	0	-
12 Month Moving Total	16	3	9	5	7

## SSOs / Year / 100 Miles

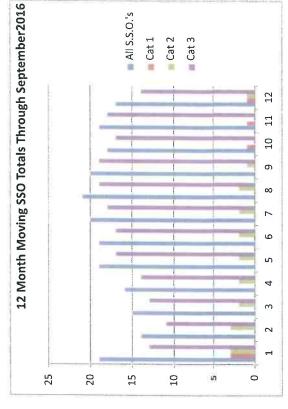
les e	SAM	13.7	27.4	0.0	13.7	13.7	7.3	700 2
Number of S.S.O.'s /Year/100 Miles	MWSD	0.0	18.5	3.7	0.0	14.8	27.0	
er of S.S.O.'s	GCSD	0.0	18.1	0.0	0.0	18.1	33.2	31.8%
Numb	HMB	0.0	8.1	0.0	0.0	8.1	37.0	25 A%
	Total	1.0	15.3	1.0	1.0	13.4	104.5	
		October 2016	Month Moving Total	Category 1	Category 2	Category 3	Miles of Sewers	
			12				56	<b>;</b>

# 12 Month Rolling Total Sewer Cleaning Summary

				Total	Total
Month	HMB	GCSD	MWSD	Feet	Miles
Nov-15	24,921	1,834	2,031	28,786	5.5
Dec-15	24,177	2,740	2,029	28,946	5.5
Jan-16	908'9	16,774	10,598	34,178	6.5
Feb-16	8,952	7,014	10,830	26,796	5.1
Mar-16	12,396	17,919	11,725	42,040	8.0
Apr-16	8,468	10,816	12,705	31,989	6.1
May-16	11,530	15,123	11,652	38,305	7.3
June-16	9,762	2,161	7,367	19,290	3.7
July-16	34,037	28,984	8,192	71,213	13.5
Aug -16	31,070	5,694	16,714	53,478	10.1
Sep - 16	13,228	35,432	11,406	60,066	11.4
Nov - 16	27,226	7,389	15,283	49,898	9.5

	1
	91.9
484,985	
120,532	22.8
151,880	28.8
212,573	40.3
Annual ft	Annual Mi.

Attachment C



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: OCTOBER 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 OCTOBER 2016

Basic Services Feet of Sewer Line Cleaned:	5,784 ft	Manholes Inspected:	48
Feet of Hot Spot Sections Cleaned:	1,605 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:	7.75	Work Orders Completed:	20
Work Orders Incomplete:	0	Work Orders Total:	20
Annual Mechanic Hours to Date*:	11.25	_Annual Lift Station Hours to Date*:	11.25
Administrative Services			
Claims Reported to Insurance:	0	USA Markings Completed:	6
F.O.G. Inspections Completed:	0	F.O.G. Inspections Passed:	0
F.O.G. Inspections Failed:	0	Permit Inspections:	0

### **Attachments**

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

78

57

<sup>\*-</sup> Data being collected from Sept 2016

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### COLLECTION SYSTEM SERVICES MONTHLY ACTIVITY REPORT: OCTOBER 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 OCTOBER 2016

Feet of Sewer Line Cleaned: Feet of Hot Spot Sections Cleaned: Sanitary Sewer Overflows: Sewer Line/Manhole Failures:	18,563 ft 8,663 ft 0	Manholes Inspected: Areas Unable to be Cleaned: Customer Service Call Responses:	130 0 2
Emergency Repairs Completed:	0	Non-Emergency Repairs: Amount Spent on Repairs Completed:	0
Extended Services Mechanic Hours: Work Orders Incomplete: Annual Mechanic Hours to Date*:	19.52 0 27.27	Work Orders Completed: Work Orders Total: Annual Lift Station Hours to Date*:	54 54 27.27
Administrative Services Claims Reported to Insurance: F.O.G. Inspections Completed: F.O.G. Inspections Failed:	0 0	USA Markings Completed: F.O.G. Inspections Passed: Permit Inspections:	4 0 0

### Attachments

Basic Services

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

<sup>\*-</sup> 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



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Montara Water and Sanitary District

### COLLECTION SYSTEM SERVICES MONTHLY ACTIVITY REPORT: OCTOBER 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 OCTOBER 2016

Basic Services Feet of Sewer Line Cleaned: Feet of Hot Spot Sections Cleaned: Sanitary Sewer Overflows: Sewer Line/Manhole Failures: Emergency Repairs Completed:	12,058 ft 3,225 ft 0 0	Manholes Inspected: Areas Unable to be Cleaned: Customer Service Call Responses: Non-Emergency Repairs: Amount Spent on Repairs Completed:	69 0 1 0
Extended Services Mechanic Hours:	57.18	Work Orders Completed:	233
Work Orders Incomplete:	0	Work Orders Total:	233
Annual Mechanic Hours to Date*:	89.91	Annual Lift Station Hours to Date*:	89.91
Administrative Services			
Claims Reported to Insurance:	0	USA Markings Completed:	4
F.O.G. Inspections Completed:	0	F.O.G. Inspections Passed:	0
F.O.G. Inspections Failed:	0	Permit Inspections:	0

### **Attachments**

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

80

59

<sup>\*-</sup> Data being collected from Sept 2016

### **MINUTES**

### SEWER AUTHORITY MID-COASTSIDE

### **Board of Directors Meeting**

### Special Board Meeting 11:00 A.M., Saturday, November 19, 2016

### 1. CALL TO ORDER

Chair Ruddock called the meeting to order at 11:08 a.m.

- A. Pledge of Allegiance
- B. Roll Call

Directors Ruddock, Slater-Carter, Woren, Penrose (for Kowalczyk), Boyd, and Lohman 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. There will be another workshop in January or February. Staff will update the Board on next steps at the December 12, 2016, Board meeting.

### 4. ADJOURNMENT

Chair Ruddock adjourned the meeting at 3:46 p.m.	
Respectfully Submitted,	Approved By:
Kathy Matthews	Board Secretary
Recording Secretary	,

### **ITEM #7**





### **Minutes**

### **BOARD OF DIRECTORS** SPECIAL AND REGULAR MEETINGS

Thursday, November 17, 2016

### CALL SPECIAL MEETING TO ORDER

### 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 Jonathan Wittwer and Assistant General Manager Delia Comito (Regular Meeting only).

### **GENERAL PUBLIC PARTICIPATION**

El Granada resident Leni Schultz spoke on the need to preserve the Burnham Strip properties as public spaces.

### 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 7:31 p.m.

### **ROLL CALL**

### **GENERAL PUBLIC PARTICIPATION**

None.

### **ACTION AGENDA**

1. Consideration of Resolution for Recology of the Coast Rate Increase for Solid Waste and Recycling Services.

The General Manager reviewed the methodology for the rate adjustment in the Franchise Garbage Agreement, and the cost-base information provided by Recology to support the proposed 8.57% increase in garbage rates effective January 1, 2017. The District will be sending a 30-day notice of the increase to all rate payers.

**ACTION:** Director Woren moved to approve the Resolution for the Recology of the Coast rate increase for solid waste and recycling services. (Res. 2016-007). (Woren/Lohman). Approved 5-0.

2. Consideration of Signage Prohibiting Parking and Dumping and Authorizing Towing on District's Burnham Strip Property.

Counsel Wittwer reviewed the memorandum he provided regarding the District's ability to lawfully restrict certain vehicles from parking on District property and to address unauthorized dumping. The Board held a discussion regarding options such as the installation of signage, installation of physical barriers, and the ability to write citations. The Board's primary focus at this time is to prevent construction staging, parking of large vehicles, and dumping on the site. Staff will investigate placing strategically based physical barriers as an impediment to the problems listed above. The Board also directed District Counsel to return with a draft signage and enforcement ordinance at the next meeting.

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

Directors Lohman and Woren reported on the October 24 and November 14, 2016 SAM meetings.

### **CONSENT AGENDA**

- 4. Approval of October 20, 2016 Meeting Minutes.
- 5. Approval of November 2016 Warrants for \$209,511.82 (checks 6347 6379).
- 6. Approval of September 2016 Financial Statements-Revised.
- 7. Approval of Assessment District Distribution #4-16/17.
- 8. Approval of Resolution Approving Preliminary Amended Reassessments, Ordering Hearing, and Directing Action with Respect to the Sewage Treatment Facility Improvements Integrated Financing District.

**ACTION:** Director Blanchard moved to approve the Consent Agenda. (Blanchard/Woren). Approved 5-0.

### **COMMITTEE REPORTS**

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

### **INFORMATION CALENDAR**

### 10. Attorney's Report

Counsel reported that he is targeting the February board meeting to return with an update on the permit variance process. He also stated that legislation was passed on 2<sup>nd</sup> living units under 500 sq. ft. and suggested that the District address clarifying connection fees in the near future.

11. General Manager's Report. (Duffy)

None.

12. Administrative Staff Report. (Comito)

Nothing further.

13. Engineer's Report. (Kennedy Jenks)

None.

### **ADJOURN REGULAR MEETING**

The regular meeting was adjourned at 8:40 p.m.

SUBMITTED BY:	APPROVED BY:
Delia Comito, Secretary	Chuck Duffy, General Manager
Date Approved by Board: December 15, 2016	

### **ITEM #8**

### Granada Community Services District December 2016 Warrants

### For the December 15, 2016 Board of Director's Meeting

Date	Num	Name	Memo	Amount
11/2/2016	ACH	Pitney Bowes	Inv dtd 10/16/16	316.94
11/11/16	6349	Void	N/A	-
11/18/16	6381	Office Team	Temp Labor Weeks Ending 11/4/16, 11/11/16	1,635.00
11/18/16	6382	State Fund Comp Insurance	Workers Comp Qtrly Prem 11/19/16 - 2/19/17	412.75
11/30/16	6383	Bacchus Press	Postage for Recology Rate Increase Notice	962.09
12/2/16	6384	PDS West	Logo Design Svcs 9/14/16 - 11/1016	1,205.00
12/14/16	6385	Alhambra & Sierra Springs	Inv dtd 12/1/2016	27.12
12/14/16	6386	AT&T	Services 11/23/16 - 12/22/16	133.18
12/14/16	6387	Bacchus Press	Rate Schedule Proposal Mailer Inv dtd 11/30/16	2,965.64
12/14/16	6388	Comcast	Services 12/13/16 - 1/12/17	193.51
12/14/16	6389	CoreLogic Solutions, LLC	December 2016	160.50
12/14/16	6390	David Seaton	11/17/16 Board Mtg	145.00
12/14/16	6391	Fechter & Company, CPAs	Prof. Audit Svcs month ending 11/30/2016	5,641.20
12/14/16	6392	Hue & Cry, Inc.	Dec 2016 Pmp Sta Alarm	32.65
12/14/16	6393	Jim Blanchard	11/17/16 Board Mtg.	145.00
12/14/16	6394	KBA Docusys Inc	Copier Lease 11/18/16 Invoice	473.88
12/14/16	6395	Leonard Woren	11/17/16 Board Mtg, 11/14/16 SAM, 11/19/16 SAM	235.00
12/14/16	6396	Matthew Clark	11/17/16 Board Mtg.	145.00
12/14/16	6397	Office Team	Prof Svc Weeks Ending 11/18/2016, 11/25/16	1,290.00
12/14/16	6398	Pacifica Community TV	Board Mtg 11/17/16	250.00
12/14/16	6399	PG&E	Pump Station Inv dtd 11/16/16	207.27
12/14/16	6400		Office Inv dtd 11/23/16	134.31
12/14/16	6401	Ric Lohman	11/17/16 Board Mtg, 11/14/16 SAM, 11/19/16 SAM	235.00
12/14/16	6402	Rodolfo Romero	Cleanings December 2016 (2X)	140.00
12/14/16		Sewer Authority Mid-Coastside	December 2016	118,763.91
12/14/16	6404		Annual Permit Fee FY17	2,088.00
12/14/16	6405	Verizon Wireless	November 2016	99.29
12/14/16		Wells Fargo Busi Card - 8790	Oct & Nov 2016 Credit Card Charges	542.61
12/14/16		White Nelson Diehl Evans	November 2016 Accounting	1,800.00
12/14/16		Wittwer & Parkin	Legal November 2016	5,834.50
12/14/16	6409	Working Dirt Management	January 2017	4,200.00
				150,414.35

v1 12/7/16 66

### **ITEM #9**

### Granada Community Services District Statement of Net Position (Unaudited)

As of October 31, 2016

### **ASSETS**

ASSETS		
Current Assets		
1000 · Wells Fargo Checking - Gen Op	\$	42,372
1020 · Petty Cash		375
1030 · Cash - LAIF		3,970,921
1100 · Accounts Receivable		35,807
1550 · Prepaid Expenses		10,757
Total Current Assets		4,060,232
Fixed Assets		
1600 · Land		876,534
1610 · Construction in Progress		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		
1700 · Advance to MWSD		1,085,094
1710 · Allowance - for Advance to MWSD		(1,085,094)
1720 · Advance to AD- Bond Reserve		494,890
1730 · Advance to AD- NCA Fund		600,866
1735 · Advance to AD- Assesmnt Revenue		412,542
1740 · Security Deposit Office Lease		3,000
1750 · Investment in SAM		3,895,049
1760 · Deferred Outflows of Resources		33,695
Total Other Assets		5,440,042
Total Assets		15,273,875
		,
LIABILITIES		
Current Liabilities		
2000 · Accounts Payable		194,618
2020 · Class 3 Deposits		5,196
2100 · Payroll Liabilities		3,277
2225 · Recology-Del Garbage		(1,140)
2310 · Relief Refund Advance		350
Total Current Liabilities		202,301
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		480,464
NET POSITION		
3000 · Net Assets		5,936,912
3005 · Contributed Capital		9,595,349
Net Income		(738,850)
Total Net Position	\$	14,793,411
	-	

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

	As of Oct 31, 2016	Expected To Date	Variance Favorable/ (Unfavorable)	FY 2016/2017 Budget
Revenues				
Operating Revenue				
4010 · Property Tax Allocation	29,436	58,333	(28,897)	175,000
4015 · Park Tax Allocation	-	133,333	(133,333)	400,000
4020 · Sewer Service Charges-SMC	-	432,000	(432,000)	1,296,000
4021 · Sewer Svc Charges Pro-rated	317	-	317	-
4030 · AD OH Reimbursement	7,272	11,333	(4,061)	34,000
4040 · Recology Franchise Fee	9,983	9,333	649	28,000
Total Operating Revenue	47,008	644,333	(597,325)	1,933,000
Non Operating Revenue				
4120 · Interest on Reserves	6,572	5,833	738	17,500
4130 · Connection Fees	94,000	10,000	84,000	30,000
4140 · Repayment of Adv to AD-BRA	-	42,333	(42,333)	127,000
4150 Repayment of Adv to AD-NCA	15,000	-	15,000	-
4155 Repayment of Adv to AD-ARF	59,000	_	59,000	_
4160 · SAM Refund from Prior Yr	, -	1,667	(1,667)	5,000
4170 · ERAF Refund	-	86,667	(86,667)	260,000
4180 · Misc Income	750	667	83	2,000
Total Non Operating Revenue	175,322	147,167	28,155	441,500
Total Revenues	222,330	791,500	(569,170)	2,374,500
Expenses Operations				
5010 · SAM - General	403,533	322,826	(80,707)	968,479
5020 · SAM - Collections	100,979	80,783	(20,196)	242,350
5030 · Plant Shortfall Debt Int Exp	95,805	-	(95,805)	-
5031 · Plant Shortfall Princ Reduction	-	31,467	31,467	94,400
5050 · Mainline System Repairs	338	-	(338)	-
5060 · Lateral Repairs	20,026	20,000	(26)	60,000
5065 · CCTV	-	10,000	10,000	30,000
5070 · Pet Waste Station	501	333	(168)	1,000
5100 · County Staff Time - Parks	-	5,000	5,000	15,000
5110 · RCD - Parks	165	1,667	1,502	5,000
5120 · Half Moon Bay Reimb - Parks		16,667	16,667	50,000
Total Operations	621,347	488,743	(132,604)	1,466,229

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

•	As of Oct 31, 2016	Expected To Date	Variance Favorable/ (Unfavorable)	FY 2016/2017 Budget
Expenses (Continued)				
Administration				
6010 · Auditing	4,465	3,333	(1,131)	10,000
6020 · Copier lease	2,225	2,333	108	7,000
6040 · Directors' Compensation	3,740	3,667	(73)	11,000
6050 · Education & Travel Reimb	223	667	443	2,000
6060 · Employee Compensation	61,552	64,300	2,748	193,000
6070 · Engineering Services	12,507	6,667	(5,841)	20,000
6080 · Insurance	1,558	2,000	442	6,000
6090 · Legal Services	31,651	21,667	(9,984)	65,000
6100 · Memberships	4,378	3,333	(1,044)	10,000
6110 · Newsletter	-	833	833	2,500
6120 · Office Lease	20,500	16,667	(3,833)	50,000
6130 · Office Maintenance & Repairs	560	833	273	2,500
6140 · Office Supplies	1,961	2,000	39	6,000
6150 · Professional Services	27,129	10,000	(17,129)	30,000
6160 · Publications & Notices	517	3,333	2,817	10,000
6170 · Utilities	3,516	3,000	(516)	9,000
6180 · Video Taping	500	1,000	500	3,000
6190 · Computers	995	667	(328)	2,000
6210 · System Investigation	4,088	-	(4,088)	-
6220 · Miscellaneous	5,221	2,333	(2,888)	7,000
6230 · Bank Service Charges	1,085	-	(1,085)	-
6310 · Park Related Misc Expenses	4,604		(4,604)	
Total Administration	192,975	148,633	(44,342)	446,000
Capital Projects				
1213-3 · Collection System Repairs	2,000	_	(2,000)	_
1415-1 · SAM - Projects	52,631	_	(52,631)	_
1415-2 · Update SSMP	-	_	-	_
1617-2 · SAM - Lift Station	2,919	_	(2,919)	_
7010 · Sewer Main Replacement (CIP)	_,	83,333	83,333	250,000
7015 · Mainline System Repairs	_	3,333	3,333	10,000
7100 · SAM - Infrastructure	89,308	71,446	(17,862)	214,338
7500 · Projects - Parks	-	25,000	25,000	75,000
Total Capital Projects	146,857	183,113	36,255	549,338
Total Expenses	961,179	820,489	(140,690)	2,461,567
Net Income	(738,850)	(28,989)	(709,861)	(87,067)

### **ITEM #10**

DISTRIBUTION REQUEST NO.: #5-16/17

**BOND ADMINISTRATION FUND** 

(Account Number: 94673305)

**DISTRIBUTION TOTAL: \$6,773.51** 

### \$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.

December 15, 2016
Chuck Duffy, Finance Officer/Treasurer

#### **SCHEDULE "A"**

DISTRIBUTION REQUEST NO: #5-16/17

DATE: December 15, 2016

**DISTRIBUTE FROM ACCOUNT #: 94673305** 

**ACCOUNT NAME: Bond Administration Fund** 

DISTRIBUTION AMOUNT: \$ 6,773.51

#### **PAYMENT INSTRUCTIONS:** Issue check and mail as listed below.

Payee	Mailing Address	Services Provided	Amount
Fechter & Co.	1870 Avondale Ave #4, Sacramento, CA 95825	15/16 FY Audit Svcs	\$ 995.51
Taussig & Assoc.	5000 Birch St, #6000, Newport Bch, CA 92660	Apportionment Svcs	\$ 3,500.00
GCSD	P.O. Box 335, El Granada, CA 94018	GCSD OH Reim - Dec 2016	\$ 2,278.00
		TOTAL:	\$ 6,773.51

## **AGENDA NOTICE**

## **AGENDA NOTICE**

## **AGENDA NOTICE**

## Administrative Staff Report

Report Period: November 12, 2016 - December 9, 2016

To: Board of Directors

From: Delia Comito, Assistant General Manager

Date: December 15, 2016

#### <u>PUBLIC RECORDS REQUESTS</u> – There was one public record request received this period:

Request Date	Requestor	Information Requested	Information Provided	Date Provided
11/17/16	Kerry Burke	District Code (603(03)), permit & variance info, urban/rural map.	Emailed Code, permit & variance handouts	11-28-16

**APPLICATIONS RECEIVED** – There was one application 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 two (2) permits issued this period:

Permit No.	Туре	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 two (2) 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

### **SEWER HOOK-UPS Cont'd**

Hook-up Date	Туре	Permit No.	Issue Date	Owner	APN	Address
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.

## **<u>REPAIRS:</u>** There were no 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

Note: Shaded rows were previously reported.

## **AGENDA NOTICE**