



GRANADA COMMUNITY SERVICES DISTRICT

AGENDA

BOARD OF DIRECTORS

SPECIAL MEETING at 6:30 p.m.

REGULAR MEETING at 7:30 p.m.

Thursday, September 16, 2021

DUE TO COVID-19 AND COUNTY REGULATIONS, THIS MEETING WILL BE HELD VIA TELECONFERENCE AS PERMITTED BY THE GOVERNOR'S EXECUTIVE ORDER N-08-21.

Members of the Public may participate via ZOOM online or by telephone:

[Join Zoom Meeting](#)

Phone one-tap: US: [+16699006833,,91200755006#](tel:+1669900683391200755006) or
[+19292056099,,91200755006#](tel:+1929205609991200755006)

Meeting URL: <https://dudek.zoom.us/j/91200755006>

Join by Telephone

Dial: US: +1 669 900 6833 or +1 929 205 6099

Meeting ID: 912 0075 5006

CALL SPECIAL MEETING TO ORDER AT 6:30 p.m.

ROLL CALL

Directors:	President:	Matthew Clark
	Vice-President:	Eric Suchomel
	Director:	Barbara Dye
	Director:	Nancy Marsh
	Director:	David Seaton
Staff:	General Manager:	Chuck Duffy
	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

Public members may comment on matters under the jurisdiction of the District that are not on the agenda. Comments are limited to 3 minutes.

SPECIAL MEETING AGENDA

1. **Authorize and Appoint General Manager Chuck Duffy to Negotiate with Property Owner Laura Silvestri Trust for Property on Avenue Alhambra (no street address), El Granada, California, APN 047-251-070.**

Recommendation: To be made by the Board.

ADJOURN TO CLOSED SESSION

2. **Conference with Real Property Negotiator (Government Code Section 54956.8).** Property: Avenue Alhambra (no street address), El Granada, California, APN 047-251-070.
District's Negotiator: Chuck Duffy
Negotiating parties: Laura Silvestri Trust and Granada Community Services District
Under negotiation: Instruction to negotiator will concern price and terms of payment.

3. **Conference with Legal Counsel – Existing Litigation (Government Code Section §54956.9(d)(1)).**

City of Half Moon Bay v. Granada Community Services District and Montara Water and Sanitary District (RPI, Sewer Authority Mid-Coastside) – Santa Clara County Superior Court Case No. 17CV316927.

4. **Conference with Legal Counsel – Anticipated Litigation**

Significant exposure to litigation pursuant to Government Code Section §54956.9(d)(2) (One Case)

RECONVENE TO OPEN SESSION

Report any reportable action taken in Closed Session.

ADJOURN SPECIAL MEETING

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

ROLL CALL

GENERAL PUBLIC PARTICIPATION

Public members may comment on matters under the jurisdiction of the District that are not on the agenda. Comments are limited to 3 minutes. See the instructions above to comment via ZOOM (online) or by telephone.

REGULAR MEETING AGENDA

1. **Consideration of Variance for APN 048-044-200, Medio Avenue, Miramar 9,125 sq. ft. Parcel in 10,000 sq. ft. Zoning District. Owner: Kybyck.**

Recommendation: To be made by the Board.

2. **Report on Lease Agreement with Picasso Preschool.**

Recommendation: To be made by the Board.

3. **Report on Parks and Recreation Activities.**

Recommendation: For Board Information.

- 4. Consideration of Amending District Ethics Policy to Add a Provision for Censure.**
Recommendation: To be made by the Board.

- 5. Report on Sewer Authority Mid-Coastside Meetings.**
Recommendation: For Board Information.

CONSENT AGENDA

- 6. August 19, 2021 Special and Regular Meeting Minutes.**
7. September 2021 Warrants.
8. July 2021 Financial Statements.
9. Assessment District Distribution #2-21/22.

COMMITTEE REPORTS

- 10. Report on seminars, conferences, or committee meetings.**

INFORMATION CALENDAR

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

ADJOURN REGULAR MEETING

At the conclusion of the August 19, 2021 Meeting:
Last Ordinance adopted: No. 174
Last Resolution adopted: No. 2021-005

This meeting is accessible to people with disabilities. If you have a disability and require special assistance related to participating in this teleconference meeting, please contact the District at least two working days in advance of the meeting at (650) 726-7093 or via email at dcomito@granada.ca.gov.

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

ITEM #1

GRANADA COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

To: Board of Directors
From: Delia Comito, Assistant General Manager
Subject: Authorize and Appoint General Manager as Negotiator Re: APN 047-251-070
Date: September 16, 2021

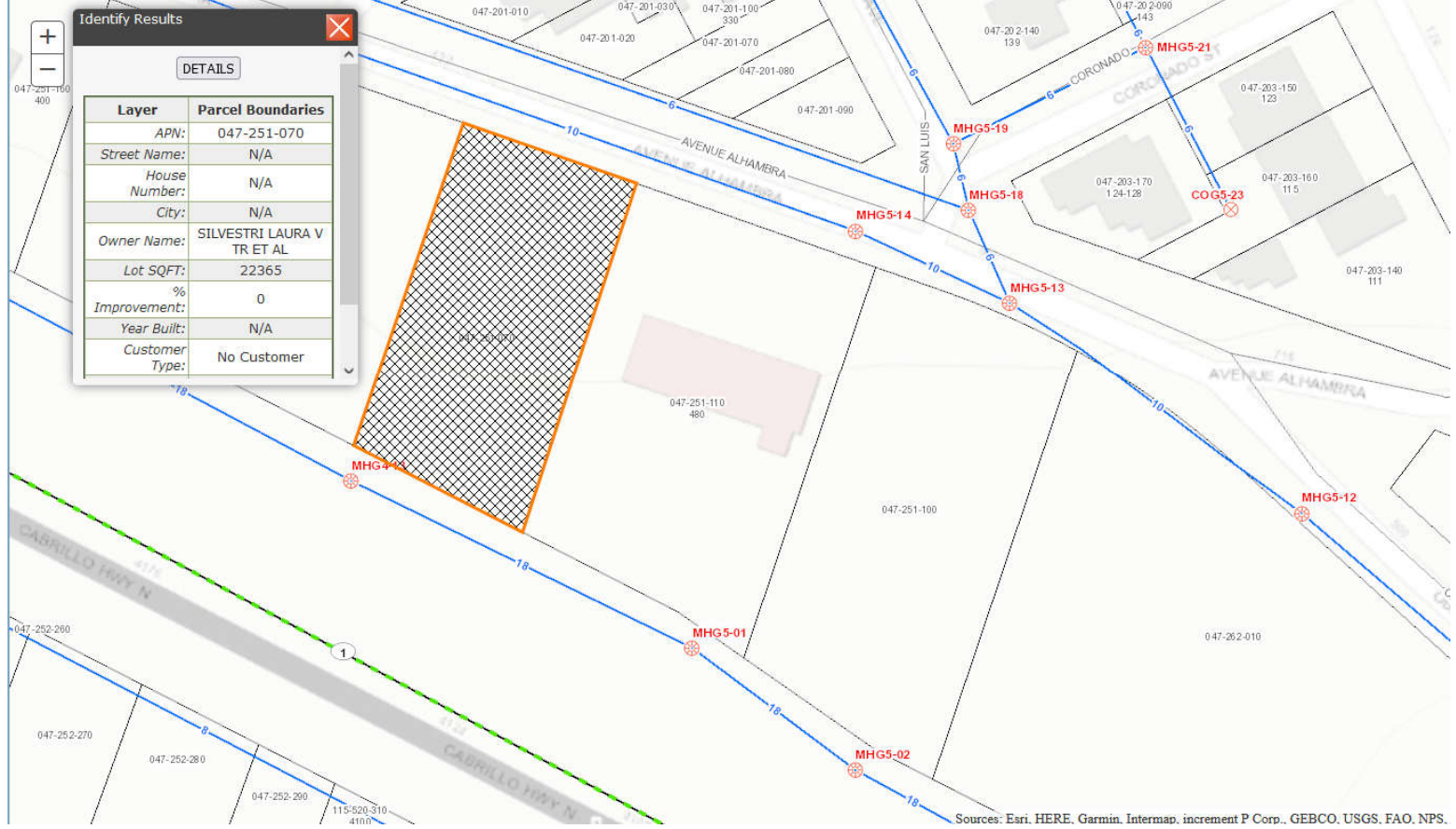
The District has been informed that the owners of the parcel next to the Picasso Preschool parcel (see attached map) within the Burnham Strip are potentially interested in selling. Appointing a negotiator will allow the General Manager to obtain additional information from the owners.

Zoom To: [dropdown]

Identify Results

DETAILS

Layer	Parcel Boundaries
APN:	047-251-070
Street Name:	N/A
House Number:	N/A
City:	N/A
Owner Name:	SILVESTRI LAURA V TR ET AL
Lot SQFT:	22365
% Improvement:	0
Year Built:	N/A
Customer Type:	No Customer



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS.

GRANADA COMMUNITY SERVICES DISTRICT

AGENDA NOTICE

There are no documents for Closed Session.

ITEM #1

GRANADA COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

To: Board of Directors
From: Delia Comito, Assistant General Manager
Subject: Consideration of Variance for APN 048-044-220 (Kybyck)
Date: September 16, 2021

A Sewer Permit Variance application was submitted on May 21, 2021 by Serhiy Kybyck for the new construction of a 3,645 sq. ft. single-family dwelling on a 9,125 sq. ft. parcel in the R-1/S-94 zoning district (10,000 sq. ft. minimum), located in Miramar.

District Counsel has reviewed the evidence submitted by the applicant and has prepared the Findings Report attached. The District Board must determine whether the evidence is sufficient to satisfy each required finding as it relates to sewer service before granting a Variance.

The following documents are attached for this Item:

Variance Findings (prepared by Counsel)
Completed Variance Application Form
Owner's Statement of Facts
Mailing Receipt for Fair Market Offer
Grant Deed, Legal Description and Map
Parcel Survey
"No Acceptance of Fees" Form
Project Plans
Assessor's Parcel Map
Mainline Map

FINDINGS FOR SEWER PERMIT VARIANCE

Kybych

APN: 048-044-200

Medio Avenue, El Granada

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

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

FINDING:

The current zoning for the parcel is R-1/S-94/DR/CD (One Family Residential District/Residential Density District 94 (Mid-Coast)/Design Review District/Coastal Development District) and the parcel is 9,125 sq. ft. There is one vacant parcel and three developed parcel sharing a boundary line with the subject parcel. The vacant parcel contains lots numbered 2,3,4,5 (APN 048-044-190). The developed parcels contain lots numbered 6,7,8 (APN 048-044-160); 27, 26 (APN 048-044-040); and 12,13,14,15,22,23,24, 25 (APN 048-044-140).

Lots 1, 9,10, and 11, Block 6, are designated on the Map entitled "Map of Brophy's Beach, San Mateo County," which Map was filed in the Office of the Recorder of the County of San Mateo, State of California on January 20, 1908, in Book 5 of Maps on Page 58. Lot 1 of this parcel was first conveyed separately from surrounding adjacent parcels on January 9, 1915; Lot 9 of this parcel was first conveyed separately from surrounding adjacent parcels on August 13, 1917; Lot 10 of this parcel was first conveyed separately from surrounding adjacent parcels on February 15, 1919; Lot 11 of this parcel was first conveyed separately from surrounding adjacent parcels on September 8, 1919. Therefore, this parcel was legally created under the Subdivision Map Act. Moreover, because the parcel exceeds 8,800 square feet in the S-94 Zoning District, a chain of title is not required.

- (2) **REQUIRED FINDING:** Where the property is not shown on any recorded map but is shown on a deed into separate ownership recorded prior to July 20, 1945, it has been lawfully created for land use purposes by having been the subject of a legal conveyance into ownership separate from all contiguous parcels. Where a parcel is 4,750 square feet or greater in the S-17 or S-3 Zoning Districts, or 8,800 square feet or greater in the S-94

Zoning District, a chain of title shall not be required to establish a basis for this finding unless determined to be necessary by the District Board.

INFORMATION REQUIRED: Same as for (1) above.

FINDING: Same as for (1), above. The parcel was deeded into separate ownership from adjacent parcels prior to 1945. Therefore, this finding can be made in the affirmative. Moreover, because the parcel exceeds 8,800 square feet in the S-94 Zoning District, a chain of title is not required.

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

INFORMATION REQUIRED: Same as for (1) above.

FINDING: Same as for (1) above. Lots 1,9,10 and 11, which comprises the subject property of this Variance Application, was conveyed into separate ownership from all contiguous parcels after February 1, 1973, specifically on January 9, 1915, August 13, 1917, February 15, 1919, and September 8, 1919, respectively. Therefore, this parcel was legally created under the Coastal Act.

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

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

FINDING: The Subject Property is 9,125 square feet in the S-94 Zoning District. Therefore, the Board of Directors of the Granada Community Services District can make this Required Finding (4).

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

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

FINDING: Pursuant to County of San Mateo Zoning Regulations for Site Coverage, the maximum parcel coverage is 30% for structures in the S-94 district, plus an additional 10% of site coverage for impervious surface area less than 18” above ground level (“non-structures”). (County Zoning Regs §§ 6300.9.11.50 and 6300.9.11.70). The maximum site coverage for structures is 30% which equals 2,735.5 square feet in this case. The maximum site coverage for impervious non-structures is 10% which equals 912.5 square feet in this case. The proposed parcel coverage for the project is 2,103 square feet (23%); hence, the site coverage for structures would comply with County standards.

- (6) **REQUIRED FINDING:** Provision of sewer service to the parcel which is the subject of the application would not significantly adversely affect the ability of the District to serve a conforming parcel in view of the applicable buildout limits in the County of San Mateo Local Coastal Program. Where the size of the subject parcel is less than 60% of minimum parcel size, the District can only make the finding that provision of sewer service would not significantly adversely affect the ability of the District to serve a conforming parcel in view of the applicable buildout limits in the County of San Mateo Local Coastal Program by placing a condition upon a recorded Sewer Permit that limits the number of bedrooms that the Sewer Permit will serve to two bedrooms.

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

FINDING: The parcel is 9,125 square feet in size (short of the 10,000 square foot minimum zoning requirement used for buildout calculations by 875 square feet, *i.e.*, 91% of the minimum parcel size).

The Board of Directors of the Granada Community Services District finds that because the subject parcel is more than 60% (*i.e.*, 91%) of the minimum parcel size, the District can make this Finding (6) that the provision of sewer service would not significantly adversely affect the ability of the District to serve a conforming parcel unless it places a condition upon the Sewer Permit that limits the number of bedrooms that the Sewer Permit will serve to two bedrooms. (District Code § 603(03)(B), District Ordinance No. 169.) Applicant’s current plans are for four bedrooms. Finding (6) can be made.

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

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

FINDING: This is a Finding requiring the District Board’s factual determination. The parcel is 9,125 square feet (short of the 10,000 square foot minimum zoning requirement used for buildout calculations by 875 square feet, *i.e.*, 91% of the minimum parcel size). This could be considered a special privilege. However, the adjacent developed parcels are smaller than the subject parcel. Moreover, the subject parcel is only short of the minimum zoning requirement by 875 square feet.

The Board of Directors of the Granada Community Services District finds that provision of sewer service to the parcel which is the subject of this application will not constitute a special privilege not available to other property owners similarly situated.

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

INFORMATION REQUIRED: Parcel size and setback for each contiguous parcel sharing a boundary line with the subject parcel and name and address of owner(s) of each such contiguous parcel together with documentation showing that each such owner has been offered fair market value for a portion of such contiguous property such that the subject parcel would be rendered conforming. The fair market value offer is not required if contiguous property is not vacant or, if developed, does not exceed minimum parcel size under the zoning ordinance.

FINDING: According to the Applicant, the property owner has made an offer to the owner of the adjacent vacant parcel (APN 048-044-190), and the owner of that vacant parcel rejected the property owner’s offer on August 6, 2020. Other adjacent parcels are already developed. It is a factual determination for the Board to make whether these reasons are sufficient to establish that the parcel cannot be rendered conforming.

The Board of Directors of the Granada Community Services District can find that the property owner has demonstrated by a preponderance of the evidence that the parcel cannot be rendered conforming through purchase of adjacent vacant parcels.

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

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

FINDING: No merger is possible based on the evidence submitted by the Applicant.

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

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

FINDING: Written statement provided May 21, 2021.

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

INFORMATION REQUIRED: Confirmation to be provided by District Administrator.

FINDING: This parcel is 9,125 square feet in the S-94 Zoning District, which requires a parcel size measuring 10,000 square feet. Therefore, this application for Variance does not qualify for semi-annual consideration because it is more than 8,800 square feet.

GRANADA COMMUNITY SERVICES DISTRICT

504 Avenue Alhambra, Third Floor • P.O. Box 335 • El Granada, CA 94018
Telephone: (650) 726-7093 • Facsimile: (650) 726-7099

VARIANCE APPLICATION

Parcel Information: Assessor's Parcel Number: 04810441200 Lot(s): 1,9,10,11 Block: 6

Parcel Address or Location: MEDIO AVE, HMB

Owner: Name(s) Dmitry & Serhiy Kovalyov & Kybych Phone: 916-214-5461

Address: 124 Magellan Ave Fax #: 916-722-1150

Half Moon Bay, CA 94019 Cell #: 916-214-5461

Owner's Agent: Name(s) N/A Phone: _____

Address: _____ Fax #: _____

Cell #: _____

Contractor: Name(s) Unkn. Phone: _____

Address: _____ Fax #: _____

Cell #: _____

Parcel Sq. Footage.: 9,125 Zoning District: S-94 Structure(s) Sq. Footage: 3,645
(Total)

Type of development (Check one): Single Family Dwelling: Multiple Unit/Apartments: _____
Mixed Use (Commercial Use Structure with a Living Unit): _____

Are there any trees on the parcel (Yes/No)?: _____ If yes, how many?: _____ # to be Removed: _____

Additional Comments: _____

For Single Family Dwellings Only:

Dwelling Sq. Ft.: 3,245 Garage: 400 No. of Bedrooms: 4 No. of Baths: 3.5

For Mixed Use Only:

Check or Enter No.: Warehouse(s): _____ No. of Offices: _____ Square footage of Living Unit: _____

Applicants Signature: [Signature] Date: 05/21/21

Printed Name: DMITRY & SERHIY KOVALYOV & KYBYCH Address: 124 Magellan Ave, HMB

FOR DISTRICT USE ONLY (Please do not write below this line)

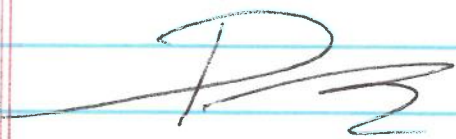
Attachments Provided:			DATE RECEIVED: <u>5/21/21</u>
<input checked="" type="checkbox"/> Grant Deed	<input checked="" type="checkbox"/> Sq. Ft. Verified	<input checked="" type="checkbox"/> Contig Owner Info	<u>N/A</u> <input type="checkbox"/> Agent Form
<input checked="" type="checkbox"/> Chain of Title	<input checked="" type="checkbox"/> Contig Vac Parcel Setbk	<input checked="" type="checkbox"/> No Acpte Stmt	<input type="checkbox"/> Other: _____
<input checked="" type="checkbox"/> Building Plans	<input checked="" type="checkbox"/> Contig Fair Mkt Doc	<u>N/A</u> <input type="checkbox"/> Merger Docs	Complete?: <input checked="" type="radio"/> YES <input type="radio"/> NO
No. of NCA's: <u>1 1/2</u>	No. Needed: <u>1</u>	NCA Pur App Needed?: YES <input type="radio"/> NO <input checked="" type="radio"/>	Application Fee: \$ <u>750-</u>


048-044-200

FROM: Dmitry Kovalyov & Serhiy Kybych 05/21/21

TO: The Board of Directors

We, Dmitry Kovalyov and Serhiy Kybych, applying for sewer variance because we are going to build house on vacant land (Medio Ave, Parcel # 048-044-200) we recently bought ((9,125 Sq. Ft.), (lots 1, 9, 10, 11)). Parcel 1 (lots 2, 3, 4, 5) is ~12,380.5 Sq. Ft. and it is vacant. The owner rejected our offer to buy this land on 08/06/20.

 / Dmitry Kovalyov

 / Serhiy Kybych

sserhiyk@hotmail.com

(916) 214-5461

for Kybych

048 044 200

offer to purchase
mailing receipt

7019 2280 0000 5242 7911

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

San Carlos, CA 94070

OFFICIAL USE

Certified Mail Fee \$3.55

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$0.00

Return Receipt (electronic) \$0.00

Certified Mail Restricted Delivery \$0.00

Adult Signature Required \$0.00

Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$4.10

Postmark Date: 08/06/2020

Sent To: Tanner Braun & Carolyn

Street and Apt. No., or PO Box No. 243 Chesham ave

City, State, ZIP+4® San Carlos, CA 94070

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



RANCHO CORDOVA
10923 PROGRESS CT
RANCHO CORDOVA, CA 95670-5667
(800)275-8777

08/06/2020 10:01 AM

Product	Qty	Unit Price	Price
First-Class Mail® Letter	1		\$0.55
Certified			\$3.55
Total			\$4.10
Grand Total:			\$4.10

Credit Card Remitd \$4.10

Card Name: VISA

Account #: XXXXXXXXXXXX8603

Approval #: 84740G

Transaction #: 283

AID: A000000031010 Chip

AL: VISA CREDIT

PIN: Not Required

Due to limited transportation availability as a result of nationwide COVID-19 impacts package delivery times may be extended. Priority Mail Express® service will not change.

RECORDING REQUESTED BY:
CalAtlantic Title

AND WHEN RECORDED MAIL TO:

Mr. Dmitry Kovalyov and Mr. Serhiy Kybych
3934 RILEY ANTON WAY
RANCHO CORDOVA, CA 95742

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: 001231

Escrow No.: SU-02051074-DC

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$0.00 CORRECTORY DEED FOR DEED RECORDING IN 2020-075623

"This conveyance changes the manner in which title is held, grantor(s) and grantee(s) remain the same and continue to hold the same proportionate interest, R & T 11911."

computed on full value of property conveyed, or

computed on full value less value of liens or encumbrances remaining at time of sale.

Unincorporated area City of **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Dmitry Kovalyov, a married man and Serhiy Kybych, who erroneously acquired title as Serhiy Kybch, a married man

hereby GRANT(s) to:

Dmitry Kovalyov, a married man and Serhiy Kybych, a married man, as joint tenants

the real property in the County of San Mateo, State of California, described as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

Also Known as: Medio Avenue, Half Moon Bay, CA 94109

AP#: 48-044-200

Dated August 31, 2020

Dmitry Kovalyov



09/01/2020
12:11 AM GMT

Dmitry Kovalyov

Serhiy Kybych



09/01/2020
12:19 AM GMT

Serhiy Kybych

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____

appeared _____ A Notary Public personally who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS SHOWN ABOVE

2020-075623

11:11 am 08/03/20 DE Fee: 20.00

Count of Pages 3 UN

Recorded in Official Records

County of San Mateo

Mark Church

Assessor-County Clerk-Recorder

RECORDING REQUESTED BY:

CALATHENTIC TITLE

AND WHEN RECORDED MAIL TO:

Mr. Dmitry Kovalyov
3934 Riley Anton Way
Rancho Cordova, CA 95742



Title Order No.: *154803-001231*

AP#: 48-044-200

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$491.70

computed on full value of property conveyed, or

computed on full value less value of liens or encumbrances remaining at time of sale.

Unincorporated area City of **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Scott Hylton and Susan Hylton, Husband and Wife

hereby GRANT(s) to:

Dmitry Kovalyov, a Married Man and Serhiy Kybch, a Married Man, as Joint Tenants

the real property in the County of San Mateo, State of California, described as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

Also Known as: Medio Avenue, Half Moon Bay, CA 94109

DATED: July 24, 2020

**Signature Page attached hereto
and made a part hereof**

MAIL TAX STATEMENTS TO PARTY SHOWN ABOVE:

Title Order No.:

Escrow No.: SU-02051074-DC

AP#: 48-044-200

SIGNATURE PAGE

Title of Document: GRANT DEED

Date of Document: July 24, 2020

[Handwritten signature of Scott Hylton]

Scott Hylton

[Handwritten signature of Susan Hylton]

Susan Hylton

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA ^{IDAHO}
COUNTY OF LATAH

On 07/30/2020 before me, JAMES M LYONS A Notary Public
personally appeared SCOTT HYLTON AND SUSAN HYLTON

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ^{IDAHO} California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Handwritten signature of James M Lyons]

(Seal)

[Handwritten note: Exp 06/04/2025]

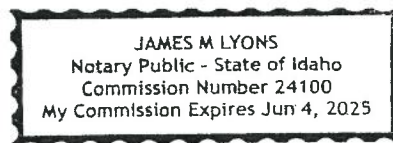


EXHIBIT "A"
LEGAL DESCRIPTION

Real Property in the unincorporated area of the County of San Mateo, State of California, described as follows:

ALL THAT CERTAIN PROPERTY IN THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING A PORTION OF LOTS 1, 9, 10 AND 11, IN BLOCK 6, AS SHOWN ON THE MAP ENTITLED "MAP OF BROPHY'S BEACH, SAN MATEO COUNTY." FILED JANUARY 20, 1908, IN BOOK 5, OF MAPS, PAGE 58, SAN MATEO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERN CORNER OF LOT 1, SAID BLOCK 6, THENCE ALONG THE SOUTHWESTERN OF LOT 9, SAID BLOCK 6 SOUTH 44° 15' EAST 9.91 FEET TO THE MOST WESTERN CORNER OF THE PARCEL CONVEYED TO THE STATE OF CALIFORNIA, BEING THE NORTHEASTERLY LINE OF THE CABRILLO HIGHWAY, AS SAID HIGHWAY EXISTED IN NOVEMBER 2008; THENCE ALONG SAID NORTHEASTERN LINE, SOUTH 63° 55' 30" EAST 69.13 FEET TO THE SOUTHEASTERN LINE OF LOT 11 OF SAID BLOCK 6; THENCE ALONG THE BOUNDARY LINE BETWEEN LOTS 11 AND 12, OF SAID BLOCK 6, NORTH 45° 45' EAST 76.67 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 11; THENCE ALONG THE NORTHEASTERLY BOUNDARY LINE OF LOT 11, 10 AND 9, OF SAID BLOCK 6, NORTH 44° 15' WEST 75.00 FEET TO THE MOST NORTHERN CORNER OF SAID LOT 9; THENCE ALONG THE NORTHWESTERN BOUNDARY OF SAID LOT 9 SOUTH 45° 45' WEST 75.03 FEET; THENCE LEAVING SAID BOUNDARY, NORTH 44° 15' WEST 99.55 FEET TO THE INTERSECTION WITH A CURVE ALONG THE SOUTHEASTERN LINE OF MEDIO AVENUE, BEING THE NORTHWESTERN BOUNDARY OF THE PARCEL BY PERCY A. AND LOUISE M. MOLFINO TO THE STATE OF CALIFORNIA BY DEED RECORDED JANUARY 26, 1949, IN VOLUME 1617, OR, PAGE 9, SAN MATEO COUNTY RECORDS; THENCE ALONG SAID BOUNDARY CONVEYED TO THE STATE OF CALIFORNIA ON A CURVE TO THE LEFT WITH A RADIUS OF 50.00 FEET, WHICH BEARS SOUTH 51° 57' 07" EAST, THROUGH A CENTRAL ANGLE OF 31° 31' 00", AN ARC DISTANCE OF 27.50 FEET TO THE SOUTHWESTERN BOUNDARY OF LOT 1; THENCE ALONG SAID BOUNDARY SOUTH 44° 15' EAST, 88.74 FEET TO THE POINT OF BEGINNING

SAID LEGAL DESCRIPTION PURSUANT TO A LOT LINE ADJUSTMENT RECORDED NOVEMBER 13, 2007, INSTRUMENT NO. 2008-123368.

APN: 048-044-200

MEDIO AVENUE

(50' wide)

S 45°45'00"W BASIS OF BEARINGS

4TH STREET

EXCEPTION 9
Vol. 1917 O.R.R.

PLAN 2008-00285

5TH STREET

N 44°15'00"W

S 45°45'00"W
74.97' (75.00')

N 44°15'00"W 100.00'

S 45°45'00"W 93.32'

PARCEL 1
12,380.5 SQ. FT. BEFORE
10,001 SQ. FT. AFTER

Δ=07°42'07"
L=6.72'

S 57°57'07"E 300.00'

S 44°15'00"E 99.55'

Δ=1°31'00"
L=27.50'

S 83°23'07"E 50.00'

S 44°15'00"E 88.74'

S 44°15'00"E 98.65'

APN 048-044-010

NEW LOT LINE LOCATION

LOT 1

LOT 2

LOT 3

LOT 4

LOT 5

LOT 6

S 45°45'00"W 24.91'

S 45°45'00"W 9.91'

15.00'

15.00'

S 63°55'00"E 89.13'

EXCEPTION 19

Consolidated County Water District
Sanitary Sewer Easement
Vol. 5418 O.R. Pg. 211

EXCEPTION 19

15.00'

15.00'

S 45°45'00"W 24.91'

S 45°45'00"W 9.91'

15.00'

15.00'

S 63°55'00"E 89.13'

EXCEPTION 19

Consolidated County Water District
Sanitary Sewer Easement
Vol. 5418 O.R. Pg. 211

EXCEPTION 19

Lot line being relocated

APN 048-044-170

PARCEL 2
8,385.58 SQ. FT. BEFORE
8,148.58 SQ. FT. AFTER

LOT 9

LOT 28

LOT 10

LOT 27

LOT 11

LOT 26

LOT 12

LOT 25

S 45°45'00"W 75.03'

N 45°45'00"E 100.02'

N 45°45'00"E 24.09'

N 44°15'00"W 75.00'

N 45°44'59"E 76.67'

Indicates original Lot line

OWNERS

PARCEL 1:

Brian W. & Carolyn J. Tanner, Trustees of
The Tanner Family Trust - 1998 under the
Declaration of Trust dated Sept. 29, 1998
234 Chesham Avenue
San Carlos, CA 94070-2837

PARCEL 2:

Joseph L. & Judith L. Figone
428 5th Avenue
Hall Moon Bay, CA 94019

**MAP ACCOMPANYING LOT LINE
ADJUSTMENT - MIRAMAR, SAN
MATEO COUNTY, CALIFORNIA**

INVOLVING PORTIONS OF LOTS 1 - 5 AND PORTIONS
OF LOTS 9 - 11 - BLOCK 6 - SHOWN ON THE "MAP OF
BROPHY'S BEACH, SAN MATEO COUNTY" FILED
JANUARY 20, 1908 IN VOL. 5 OF MAPS, PG. 58, SAN
MATEO COUNTY RECORDS.
APNS 048-044-010 & 017

Raymond B. Thinggaard PLS-3820
Exp. 6-30-10

Job No. R-4411a

RECEIVED

AUG 19 2008

San Mateo County
Planning Division

Scale: 1" = 20'

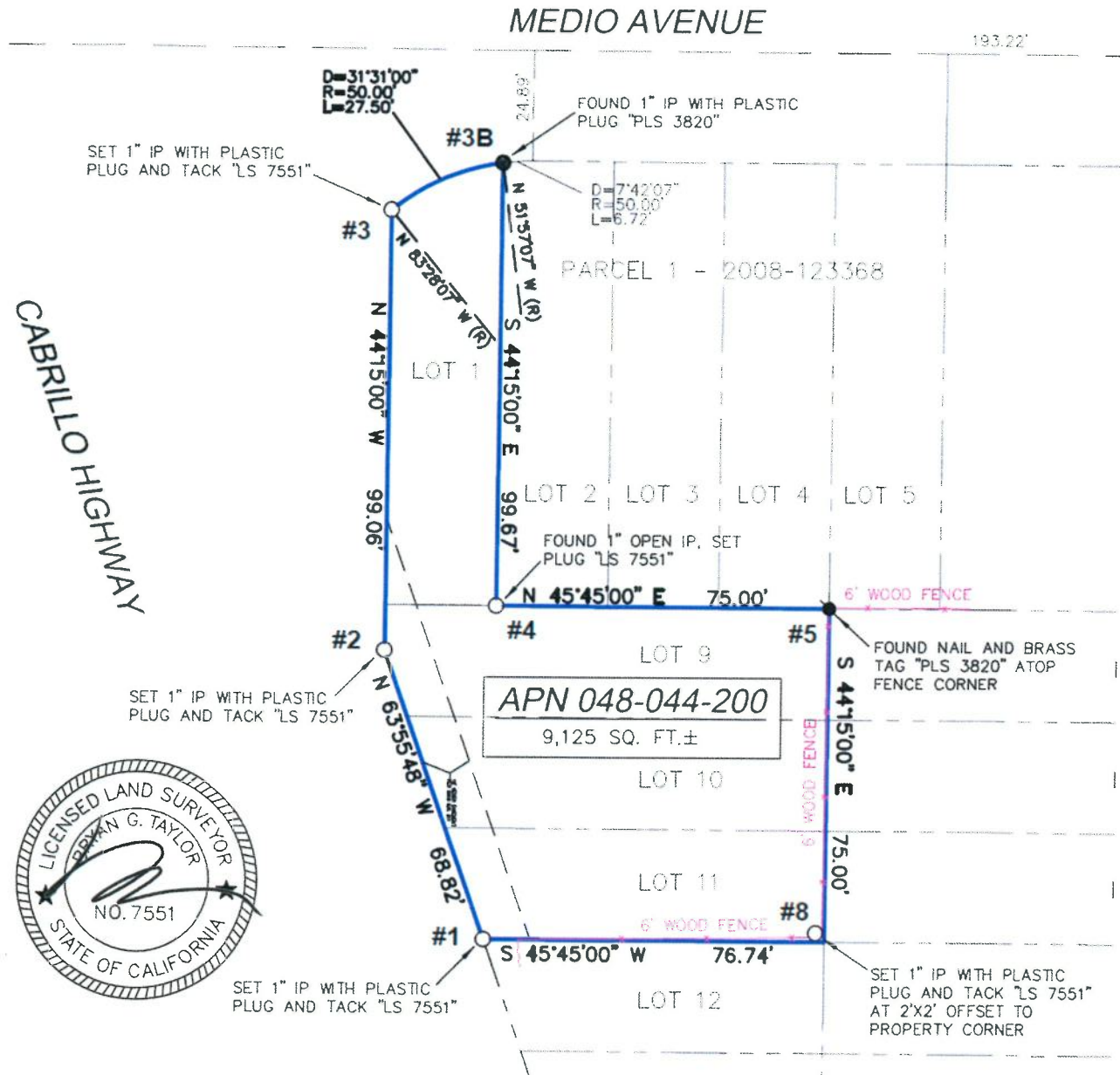




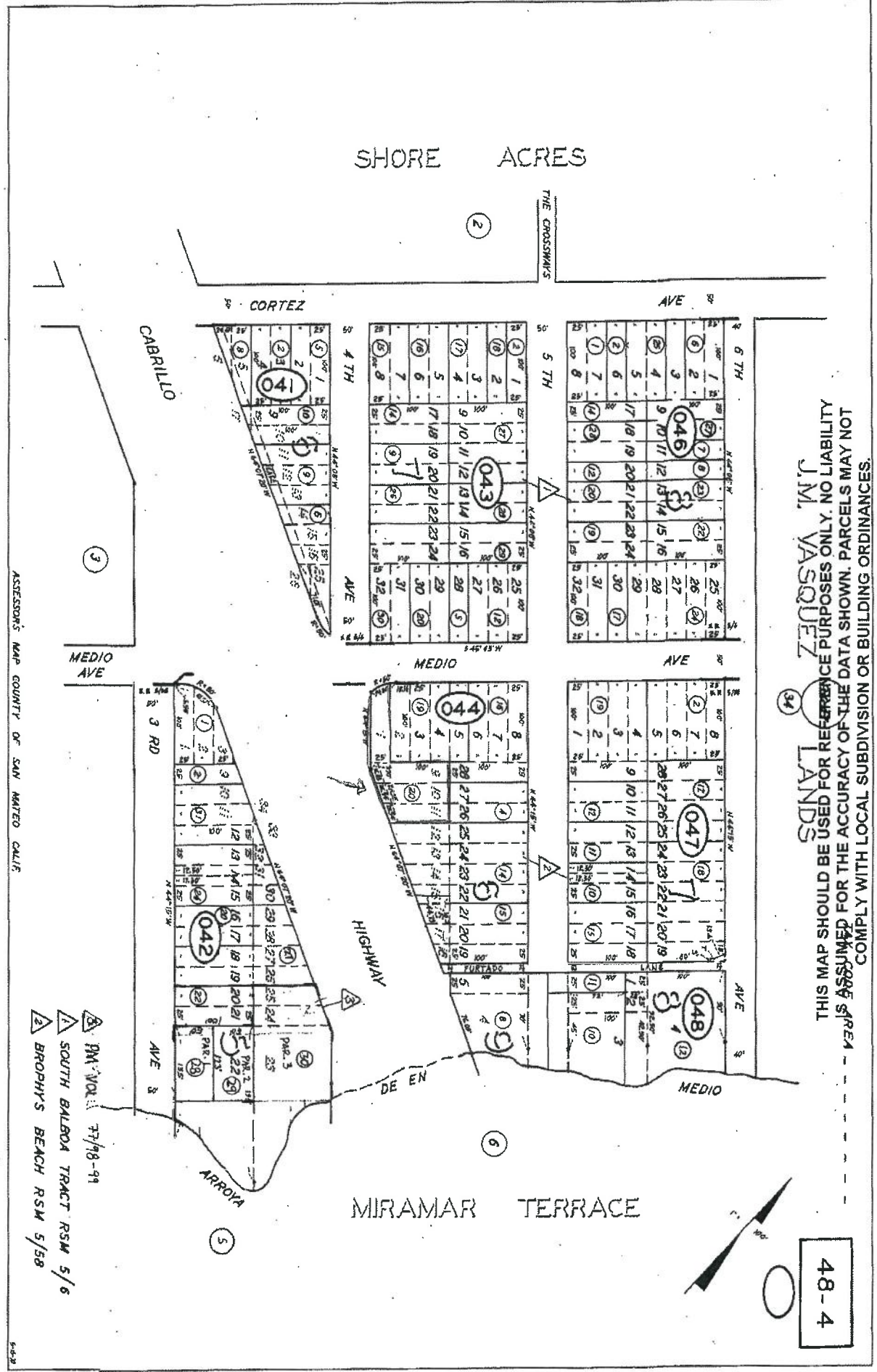
871 Woodside Way
 San Mateo, CA 94401
 P (650) 212-1030
 F (888) 732-9294

Boundary Surveys & Resolution - Topographic & Planimetric Mapping Surveys - Legal Descriptions - ALTA Title Surveys - Construction Staking - FEMA Certifications - Horizontal & Vertical Geodetic Control Surveys - Aerial Mapping & Aerial Control Surveys

BOUNDARY SURVEY EXHIBIT MAP
 VACANT LOT, 0 MEDIO AVENUE, HALF MOON BAY
 APN: 048-044-200
 October 2020 Job No. 20-151



Prepared for: SERHIY KYBYCH, P.O. BOX 1483, EL GRANADA, CA 94018



NO LIABILITY FOR REFERENCE PURPOSES ONLY. NO LIABILITY FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT BE USED FOR DIVISION OR BUILDING ORDINANCES.

J.M. VASQUEZ LANDS

48-4

ASSessor's MAP COUNTY OF SAN MATEO CALIF.

- △ PM VOL 37/98-99
- △ SOUTH BALBOA TRACT RSM 5/6
- △ BROPHY'S BEACH RSM 5/58

Granada Community Services District


PROPERTY OWNER STATEMENT
"NO ACCEPTANCE OF FEES"

I / we Dmitry & Serhiy Kovalyov & Kybych have submitted a sewer permit Variance Application to the District regarding the Property described as "Vacant" Medio Ave, Lots 1,9,10,11, Block 6, (Enter address or, if vacant, enter "Vacant" with the street name, parcel lot number and block number), Assessor's Parcel No(s). 048 - 044 - 200, and hereby voluntarily make the following declaration in order to comply with District Ordinance Code section 603c.2(k):

I / we will not agree to the removal of any Granada Sewer Bond assessment levy and the refund of fees, charges and prior paid assessments in exchange for an agreement not to ever develop the property and not to ever generate wastewater or garbage from the property.

Current Property Owner(s):

Signature:


X 
Dimitre Kovalyov

(NAME PRINTED)

Date:

5/21/21

Signature:

X 
Serhiy Kybych

(NAME PRINTED)

Date:

05-21-21

Abbreviations

(E) Existing	F.A. Fire Alarm	P.H. Panic Hardware
(N) New	F.D. Floor Drain	P.LAM. Plastic Laminate
(R) Remove	F.E. Fire Extinguisher	P.T.D. Paper Towel Disp.
A.B. Anchor Bolt	F.E.C. Fire Extinguisher Cab	PL. Plate
A.C. Asphalt Concrete	F.H. Fire Hydrant	PLAS. Plaster
ADJ. Adjustable	F.H.C. Fire Hose Cabinet	PLWD. Plywood
ALUM. Aluminum	F.P. Fireproof	PR. Pair
ANCH. Anchor	FDN. Foundation	PTDF. Pressure Treated Douglas Fir
APPROX. Approximately	FIN. Finish	R.D. Roof Drain
ARCH. Architectural	F.O.C. Face Of Conc	R.O. Rough Opening
ASPH. Asphalt	F.O.F. Face Of Finish	R.W.L. Rain Water Leader
B.U. Built-Up	F.O.S. Face Of Stud	REF. Refer To
BD. Board	FRMG. Framing	REINF. Reinforced
BITUM. Bituminous	FTG. Footing	REDD. Required
BLDG. Building	FUT. Future	RESIL. Resilient
BLK. Block	G.B. Grab Bar	RM. Room
BLKC. Blocking	G.I. Galvanized Iron	RWD. Redwood
BM. Beam	GA. Gauge	S.B. Solid Blocking
BOT. Bottom	GALV. Galvanized	S.C. Solid Core
C. Conduit	GL. Glass	S.C.D. Seat Cover Disp.
C. BD. Chalk Board	GR. Grate	S.D. Soap Dispenser
C.B. Catch Basin	H.B. Hose Bib	S.N.D. Sanitary Nopkin Dispenser
C.I. Cast Iron	H.C. Hollow Core	S.O.V. Shut Off Valve
C.J. Construction Joint	H.M. Hollow Metal	S.S. Sewer System
C.O.T.G. Clean Out To Grade	HT. Height	SCH. Schedule
CAB. Cabinet	I.D. Inside Diameter	SEC. Section
CEM. Cement	I.D.F. Intermed. Dist. Frame	SHT. Sheet
CLG. Ceiling	I.E. Invert Elevation	SHTHG. Sheathing
CLO. Closet	INSUL. Insulation	SPEC. Specification
CLR. Clear	INT. Interior	SPL. Splash
COL. Column	INV. Invert	STA. Station
COMP. Composition	J.H. Joist Hanger	STD. Standard
CONC. Concrete	JAN. Janitor	STRUC. Structural
CONST. Construction	JT. Joint	SUSP. Suspended
CONT. Continuous	LAB. Laboratory	T.B. Tack Board
CORR. Corridor	LAM. Lominate	T.O.C. Top Of Concrete
CTR. Center	LAV. Lavatory	T.O.P. Top Of Pavement
CTSK. Countersink	LT. Light	T.O.S. Top Of Sidewalk
CW. Cold Water	MAX. Maximum	T.O.W. Top Of Wall
D.F. Drinking Fountain	M.B. Marker Board	T.P.D. Toilet Paper Disp.
D.S. Downspout	M.D.F. Main Dist. Frame	U.O.N. Unless Otherwise Noted
D.S.P. Dry Standpipe	MEMB. Membrane	UR. Urinal
DBL. Double	MFR. Manufacturer	V.C.T. Vinyl Comp. Tile
DEPT. Department	M.H. Manhole	V.C.TB. Vinyl Covered Tackboard
DET. Detail	MIN. Minimum	VEST. Vestibule
DI. Diameter	MIR. Mirror	W. Waste
DIM. Dimension	M.O. Masonry Opening	W.B. White Board
DISP. Dispenser	MTD. Mounted	W.C. Water Closet
DN. Down	MTL. Metal	W/. With
DWG. Drawing	MUL. Mullion	W/O. Without
E.F. Exhaust Fan	N. North	WD. Wood
E.J. Expansion Joint	N.I.C. Not In Contract	W.M. Water Meter
E.P. Electrical Panel	NOM. Nominal	WP. Waterproof
EA. Each	N.T.S. Not To Scale	WT. Weight
ELEC. Electrical	O.C. On Center	
ELEV. Elevation	O.D. Overflow Drain	
E.M. Electrical Meter	OPG. Opening	
ENCL. Enclosure	OPP. Opposite	
EQ. Equal		
EQUIP. Equipment		
EWC. Electric Water Cooler		

048-044-200
Kybych

Residence
0 Medio Ave
Miramar, California
94019



Construction Hours

No person shall erect (including excavation and grading), demolish, alter, or repair any building or structure other than between the following hours except in the case of urgent necessity in the interest of public health and safety, and then only with prior written approval from the Building Official, which approval shall be granted for a period not to exceed three days. Holidays are the first day of January, the third Monday of January, the third Monday of February, the last Monday of May, the fourth day of July, the first Monday of September, the second Monday of October, the eleventh day of November, the fourth Thursday in November and the twenty-fifth day of December. If the first day of January, the fourth day of July, the eleventh day of November, or the twenty-fifth day of December falls upon a Sunday, the following Monday is a holiday.

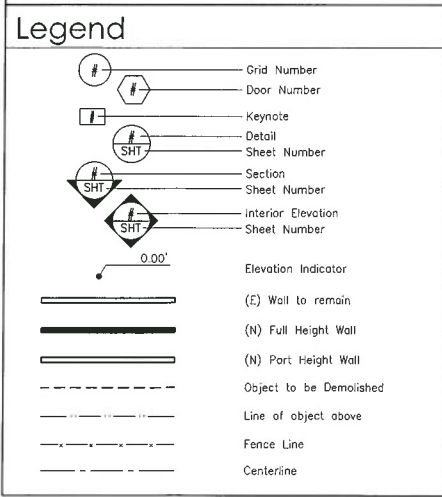
Construction hours per
Monday through Friday: 7AM to 7PM
Saturdays: 9AM to 6PM
Sundays and Holidays: 10AM to 6PM

Project Directory

Owner
Architect
s2g Architecture
Stuart Grunow, Architect
413 Main Street Ste: G
Half Moon Bay, California 94019
Voice: (415) 595-0306
sg@s2garch.com

Sheet index

Architectural
A0.0 Directory, Vicinity Map, Abbreviations
General Notes, Index
SU-1 Survey
A1.0 Existing Site Plan
A1.1 New Site Plan
A2.1 Lower Floor Plan
A2.2 Upper Floor Plan
A4.1 Elevations
A4.2 Elevations



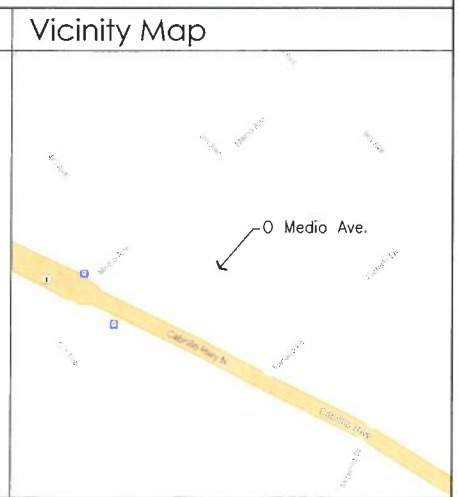
Project Data

Zoning	-	
Height	23'-6"	
Occupancy	Residential	
Building Code	2019 CBC	
Stories	2	
Construction Type:	VB	

Description	Area	Remarks
Lot Area:	9125 sf	
Lot Coverage	2103 sf	23%
Conditioned Area		
1st Floor	1727 sf	
2nd Floor	1918 sf	
Total:	3645 sf	
Garage	-200	
Floor Area Ratio	3445 sf	37%

Project Scope

New house on vacant lot



New House on Vacant Lot

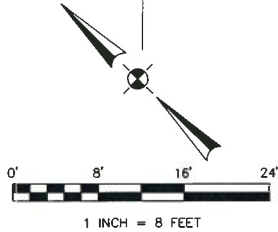
Residence

APN: 048-044-200
Medio Avenue
Miramar, CA
94019

03 May 2021

Project Data, Vicinity Map
General Notes, Index

A0.0



MAP OF BROPHY'S BEACH
BOOK 5 MAPS 58
BLOCK 6

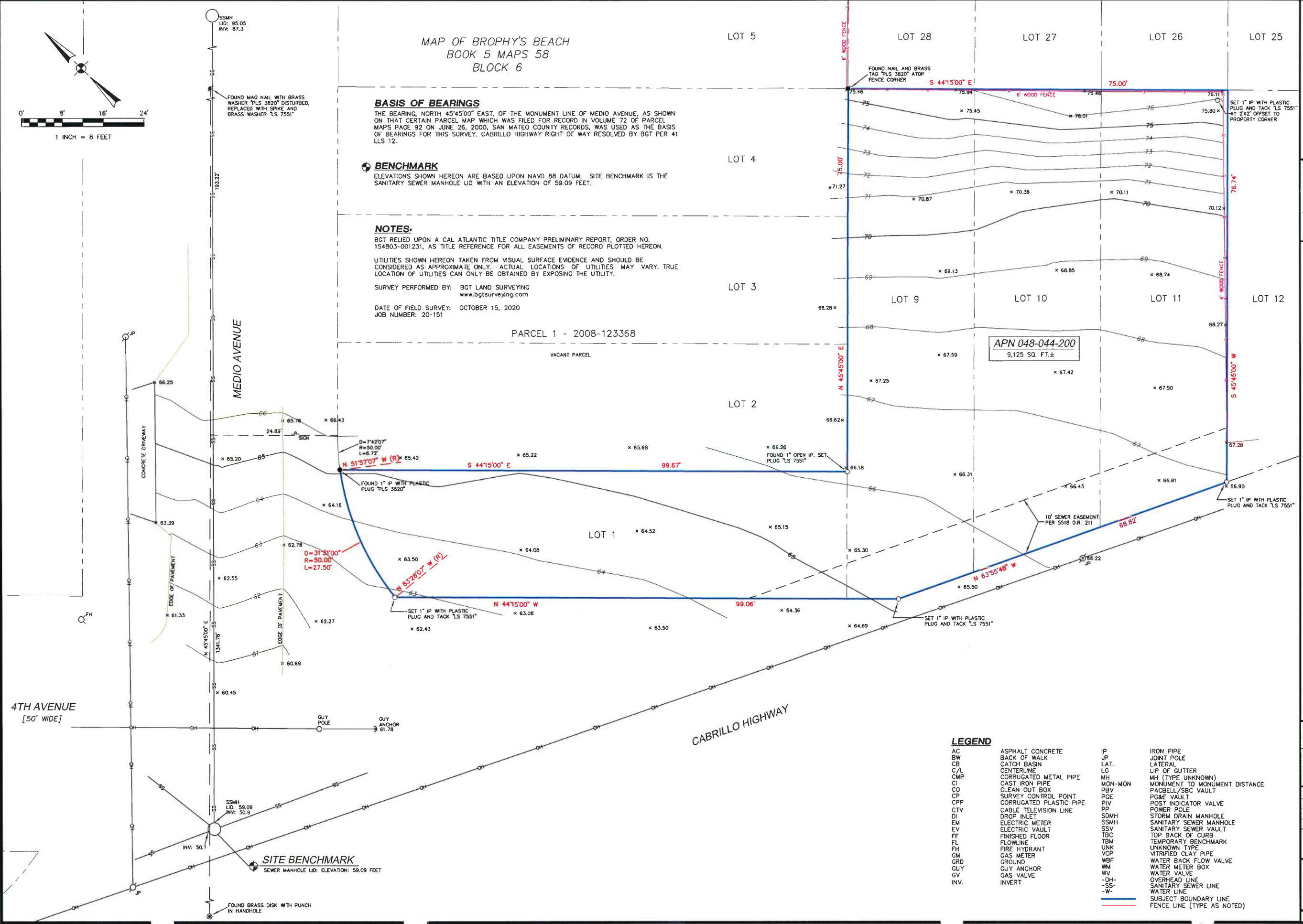
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BENCHMARK
ELEVATIONS SHOWN HEREON ARE BASED UPON NAVD 88 DATUM. SITE BENCHMARK IS THE SANITARY SEWER MANHOLE LID WITH AN ELEVATION OF 59.09 FEET.

NOTES:
BGT RELIED UPON A CAL ATLANTIC TITLE COMPANY PRELIMINARY REPORT, ORDER NO. 154803-001231, AS TITLE REFERENCE FOR ALL EASEMENTS OF RECORD PLOTTED HEREON.
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SURVEY PERFORMED BY: BGT LAND SURVEYING
www.bgtlandsurveying.com
DATE OF FIELD SURVEY: OCTOBER 15, 2020
JOB NUMBER: 20-151

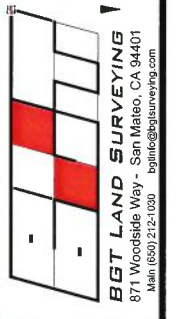
PARCEL 1 - 2008-123368

APN 048-044-200
9,125 SQ. FT.±



LEGEND

AC	ASPHALT CONCRETE	IP	IRON PIPE
BW	BACK OF WALK	JP	JOINT POLE
CB	CATCH BASIN	LAT.	LATERAL
C/L	CENTERLINE	LG	LIP OF GUTTER
CMP	CORRUGATED METAL PIPE	MH	MH (TYPE UNKNOWN)
CI	CAST IRON PIPE	MM	MON-MON
CO	CLEAN OUT BOX	PBV	PACBELL/SBC VAULT
CP	SURVEY CONTROL POINT	PGV	PG&E VAULT
CPP	CORRUGATED PLASTIC PIPE	PIV	POST INDICATOR VALVE
CTV	CABLE TELEVISION LINE	PP	POWER POLE
DI	DROP INLET	SDMH	STORM DRAIN MANHOLE
EM	ELECTRIC METER	SSMH	SANITARY SEWER MANHOLE
EV	ELECTRIC VAULT	SSV	SANITARY SEWER VAULT
FF	FINISHED FLOOR	TBC	TOP BACK OF CURB
FL	FLOWLINE	TBM	TEMPORARY BENCHMARK
FH	FIRE HYDRANT	UNK	UNKNOWN TYPE
GM	GAS METER	VCP	VITRIFIED CLAY PIPE
GRD	GROUND	WBF	WATER BACK FLOW VALVE
GUY	GUY ANCHOR	WM	WATER METER BOX
GV	GAS VALVE	WV	WATER VALVE
INV.	INVERT	-OH-	OVERHEAD LINE
		-SS-	SANITARY SEWER LINE
		-W-	WATER LINE
			SUBJECT BOUNDARY LINE
			FENCE LINE (TYPE AS NOTED)



BOUNDARY AND TOPOGRAPHIC SURVEY
PARCEL 2 - LOT LINE ADJUSTMENT PER DOC. 2008-123368
VACANT, MEDIO AVENUE
UNINCORPORATED (MIRAMAR), COUNTY OF SAN MATEO, CALIFORNIA

Assessor Parcel Number:
048-044-200

Prepared For:
SERHIY KYBYCH
P.O. BOX 1483
EL GRANADA, CA 94018

Date: OCTOBER 2020
Scale: 1" = 8'
Contour Interval: 1'
Drawn by: LHL

Revisions:

SU-1

Job No. 20-151

048-044-200
Kybych



STUART GRUNOW
ARCHITECTURE
415 595 0306
sg@s2garch.com
www.s2garch.com



MAP OF BROPHY'S BEACH
BOOK 5 MAPS 58
BLOCK 6

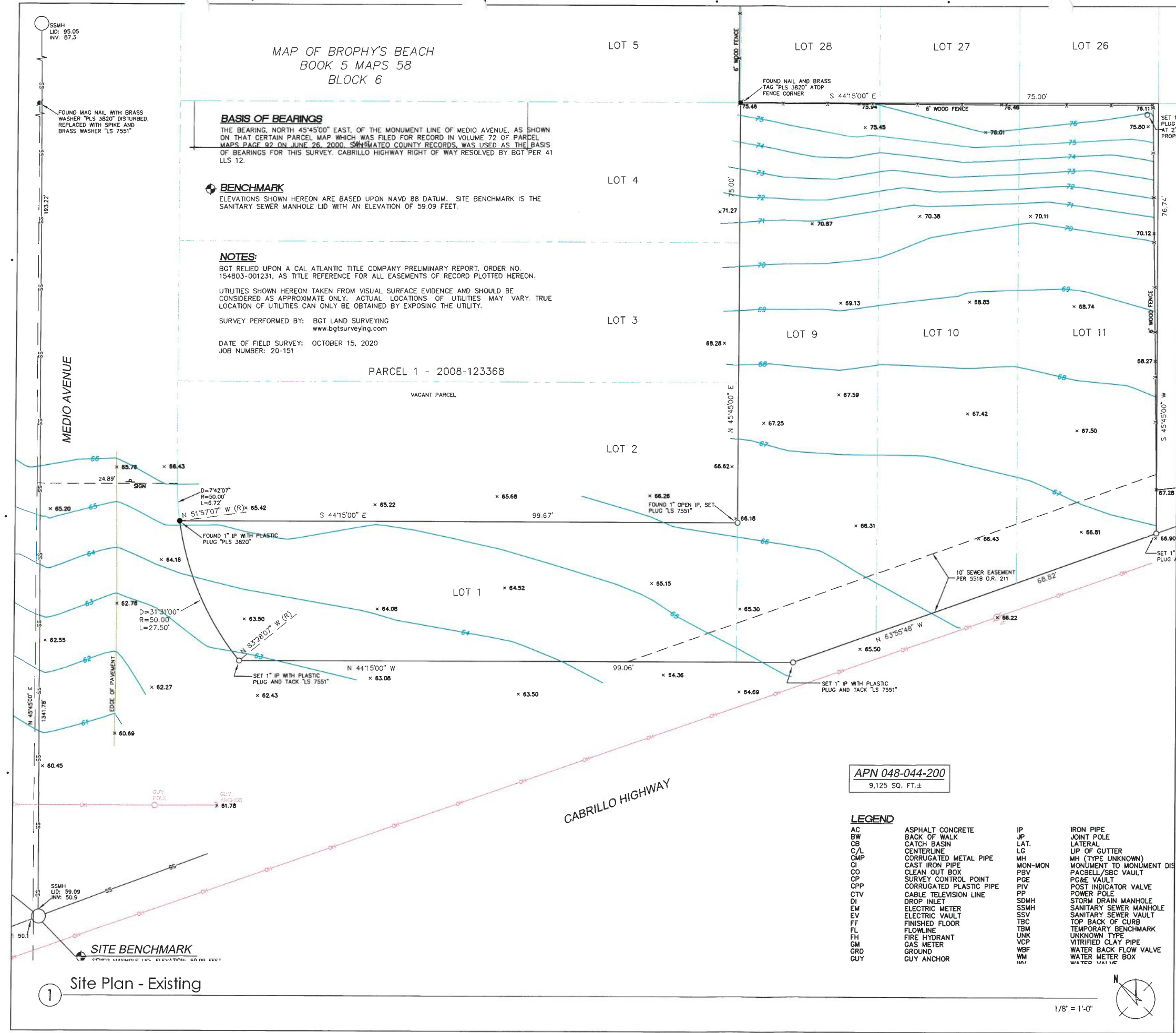
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SURVEY PERFORMED BY: BGT LAND SURVEYING
www.bgtssurveying.com
DATE OF FIELD SURVEY: OCTOBER 15, 2020
JOB NUMBER: 20-151

PARCEL 1 - 2008-123368

VACANT PARCEL



APN 048-044-200
9,125 SQ. FT.±

LEGEND

AC	ASPHALT CONCRETE	IP	IRON PIPE
BW	BACK OF WALK	JP	JOINT POLE
CB	CATCH BASIN	LAT.	LATERAL
C/L	CENTERLINE	LG	LIP OF GUTTER
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FH	FIRE HYDRANT	UNK	UNKNOWN TYPE
GM	GAS METER	VCP	VITRIFIED CLAY PIPE
GRD	GROUND	WBF	WATER BACK FLOW VALVE
GUY	GUY ANCHOR	WM	WATER METER BOX
		WAT	WATER VALVE

Keynotes



New House on Vacant Lot

Residence

APN: 048-044-200
Medio Avenue
Miramar, CA
94019

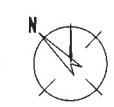
03 May 2021 Design

Existing Site Plan

A1.0

1 Site Plan - Existing

1/8" = 1'-0"



MAP OF BROPHY'S BEACH
BOOK 5 MAPS 58
BLOCK 6

BASIS OF BEARINGS

THE BEARING, NORTH 45°45'00" EAST, OF THE MONUMENT LINE OF MEDIO AVENUE, AS SHOWN ON THAT CERTAIN PARCEL MAP WHICH WAS FILED FOR RECORD IN VOLUME 72 OF PARCEL MAPS PAGE 92 ON JUNE 26, 2000, SAN MATEO COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY. CABRILLO HIGHWAY RIGHT OF WAY RESOLVED BY BGT PER 41 LLS 12.

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SURVEY PERFORMED BY: BGT LAND SURVEYING
www.bgtlandsurveying.com

DATE OF FIELD SURVEY: OCTOBER 15, 2020
JOB NUMBER: 20-151

PARCEL 1 - 2008-123368

VACANT PARCEL

LOT 5

LOT 28

LOT 27

LOT 26

LOT 4

LOT 3

LOT 2

LOT 1

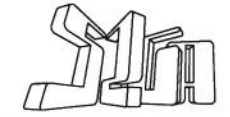
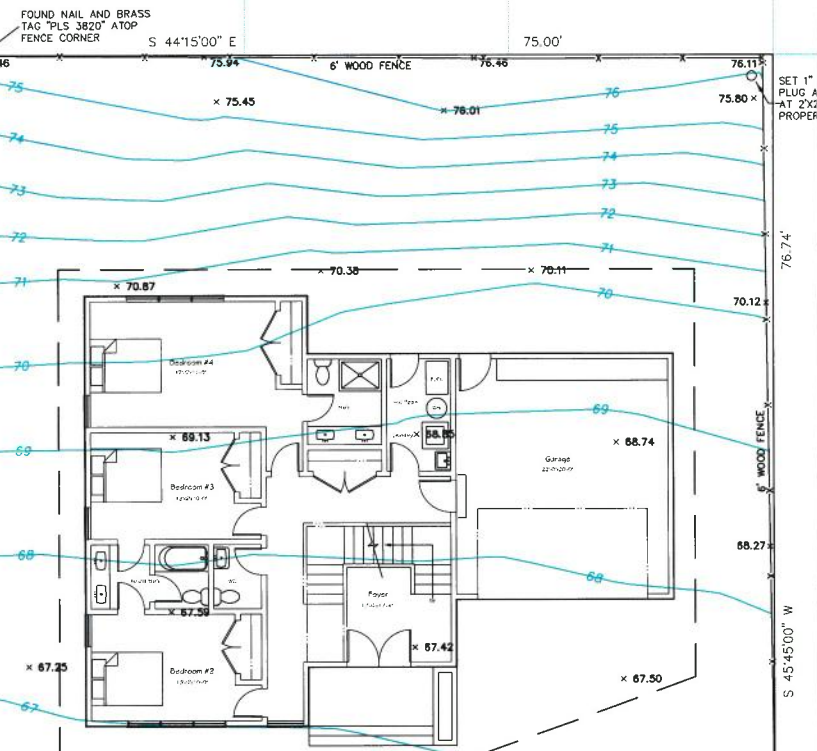
MEDIO AVENUE

CABRILLO HIGHWAY

APN 048-044-200
9,125 SQ. FT. ±

SITE BENCHMARK
SEWER MANHOLE LID: ELEVATION: 59.09 FEET

Site Plan - New



STUART GRUNOW
ARCHITECTURE
415 595 0304
sg@s2garch.com
www.s2garch.com



New House on Vacant Lot

Residence

APN: 048-044-200
Medio Avenue
Miramar, CA
94019

Keynotes

1 Allowed Setbacks

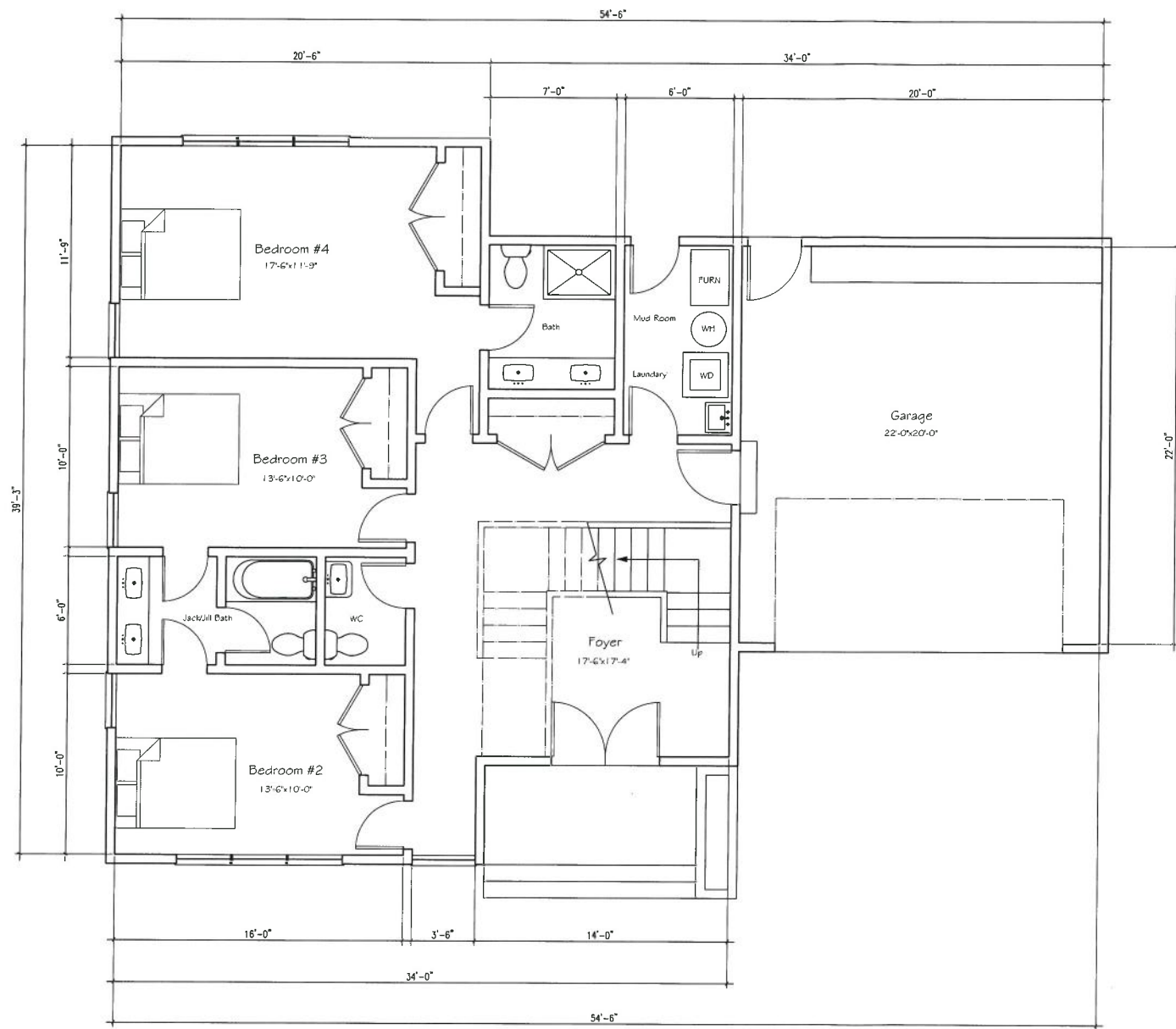
03 May 2021 Design

New Site Plan

A1.1

1/8" = 1'-0"





① Lower Level Floor Plan

1/4" = 1'-0"



Floor Plan Notes

Keynote legend below contains information referenced throughout Documents. References are organized by standard CSI divisions and are flagged at various locations in the Documents by means of the following symbol: [1] ->

All dimensions given take precedence over scale. Contractor shall not scale drawings to determine dimensions without consulting with the Architect. Incorrect dimensions and resulting construction deficiencies due to scaling of Documents by the Contractor are the Contractor's responsibility and required corrections will be performed at the Contractor's expense.

Critical alignments may occur between items installed by different trades. Contractor to note all such items and notify affected trades. Sub-contractors shall review Documents and identify all such items that affect their work in any way.

Contractor shall review all dimensions shown herein for accuracy prior to construction. Contractor shall review any apparent discrepancies. Dimensions given are to face of stud unless otherwise noted.

- Variations include:
- FOC: Face of Concrete
 - FOM: Face of Masonry
 - C: Centerline
 - FOF: Face of Finish

Refer exterior elevations for critical alignment of openings. Refer interior elevations for critical alignment of openings, fixtures, finishes, cabinet dimensions, vertical controls, millwork locations.

Refer electrical plans for location of light fixtures, switches, etc. Contractor to coordinate framing to accommodate recessed fixtures and other items with critical locations.

Repeating items or assemblies may not be noted or dimensioned at all locations where repetition is obvious.

Refer structural drawings for location of posts, double studs, special floor and wall framing, special connections, shear nailing.

Provide 2x backing for all handrails, toilet accessories, cabinets and all other items requiring backing.

Provide water resistant gypsum board (green bd.) at all toilet, shower, tub areas (except ceiling).

Keynotes

[1] -



New House on Vacant Lot

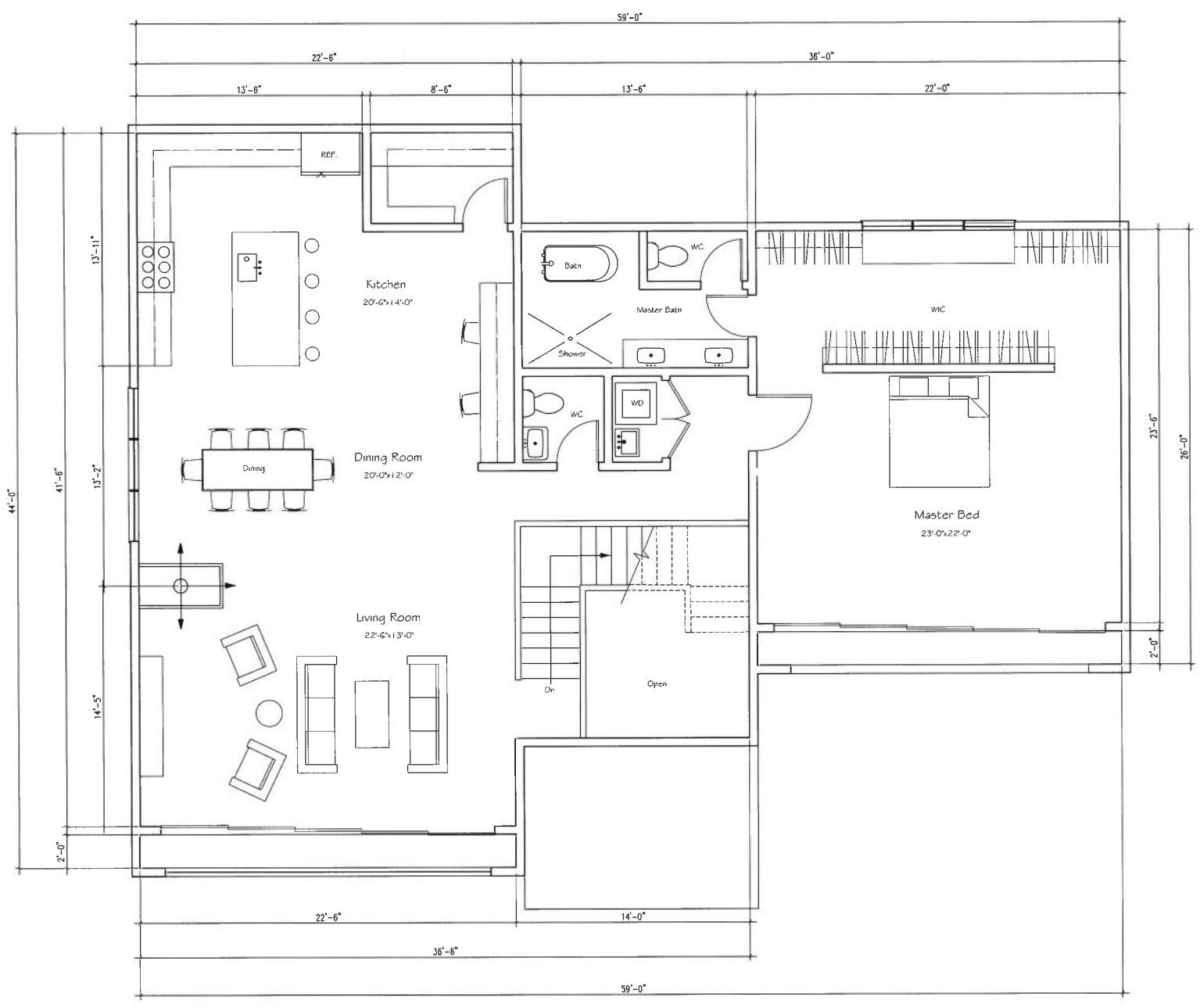
Residence

APN: 048-044-200
Medeo Avenue
Miramar, CA
94019

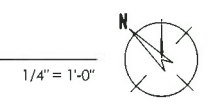
03 May 2021 Design

Lower Level Floor Plan

A2.1



1 Upper Level Floor Plan



Floor Plan Notes

Keynote legend below contains information referenced throughout Documents. References are organized by standard CSI divisions and are flagged at various locations in the Documents by means of the following symbol: [1.0] →

All dimensions given take precedence over scale. Contractor shall not scale drawings to determine dimensions without consulting with the Architect. Incorrect dimensions and resulting construction deficiencies due to scaling of Documents by the Contractor are the Contractor's responsibility and required corrections will be performed at the Contractor's expense.

Critical alignments may occur between items installed by different trades. Contractor to note all such items and notify affected trades. Sub-contractors shall review Documents and identify all such items that affect their work in any way.

Contractor shall review all dimensions shown herein for accuracy prior to construction. Contractor shall review any apparent discrepancies. Dimensions given are to face of stud unless otherwise noted. Variations include:
 FOC: Face of Concrete
 FOM: Face of Masonry
 C: Centerline
 FOF: Face of Finish

Refer exterior elevations for critical alignment of openings.

Refer interior elevations for critical alignment of openings, fixtures, finishes, cabinet dimensions, vertical controls, millwork locations.

Refer electrical plans for location of light fixtures, switches, etc. Contractor to coordinate framing to accommodate recessed fixtures and other items with critical locations.

Repeating items or assemblies may not be noted or dimensioned at all locations where repetition is obvious.

Refer structural drawings for location of posts, double studs, special floor and wall framing, special connections, shear nailing.

Provide 2x backing for all handrails, toilet accessories, cabinets and all other items requiring backing.

Provide water resistant gypsum board (green bd.) at all toilet, shower, tub areas (except ceiling).

Keynotes

[1] -



New House on Vacant Lot

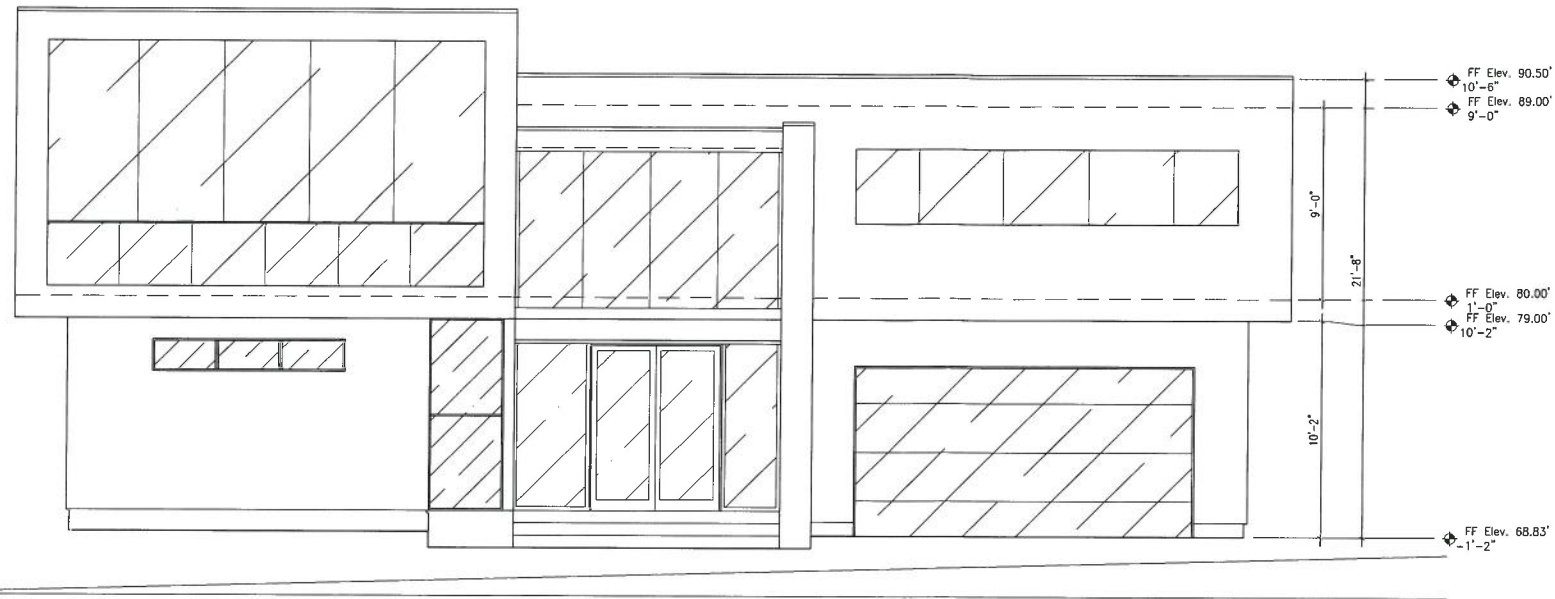
Residence

APN: 048-044-200
 Medeo Avenue
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 94019

03 May 2021 Design

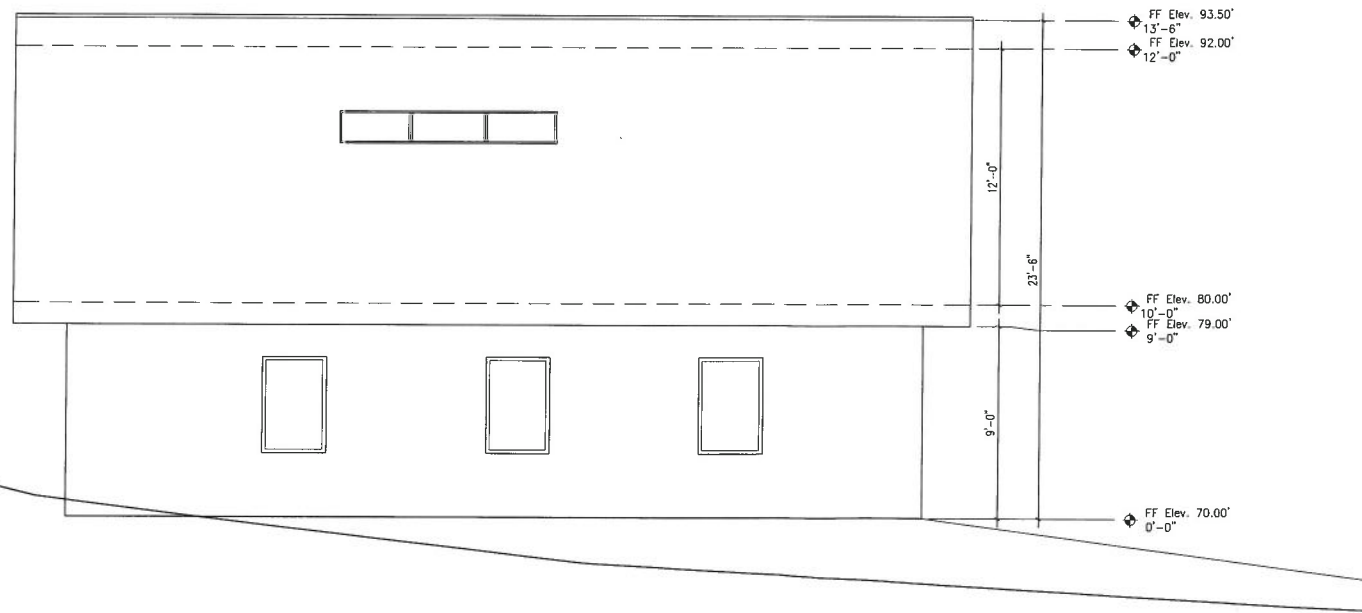
Upper Level Floor Plan

A2.2



① West Elevation


1/4" = 1'-0"



② North Elevation

1/4" = 1'-0"

Elevation Notes

Keynote legend below contains information referenced throughout Documents. Locations flagged in the Documents by means of the following symbol: 

All dimensions given take precedence over scale. Contractor shall not scale drawings to determine dimensions without consulting with the Architect. Incorrect dimensions and resulting construction deficiencies due to scaling of Documents by the Contractor are the Contractor's responsibility and required corrections will be performed at the Contractor's expense.

Critical alignments may occur between items installed by different trades. Contractor to note all such items and notify affected trades. Sub-contractors shall review Documents and identify all such items that affect their work in any way.

Contractor shall review all dimensions shown herein for accuracy prior to construction. Contractor shall review any apparent discrepancies. Dimensions given are to face of finish unless otherwise noted.

Variations include:
 FOC: Face of Concrete
 FOM: Face of Masonry
 C: Centerline

Refer Floor Plan for additional detail references.

Scuppers, flue caps, metal railing caps shall be fully soldered at all joints.

All exterior wood siding and trim shall be fully primed and finished per mfr.'s specifications.

Exterior light fixtures and mechanical penetrations shall be fully caulked.

Exterior finishes shall be cleaned and/or replaced regularly by Owner. Paint shall not be allowed to crack, peel or otherwise fail in any way without immediate replacement.

Landscape irrigation shall not be allowed to spray on any portion of structure.

Downspouts and splash blocks shall be adjusted so that no water splashes onto structure.

Notes

1 -



STUART GRUNOW
 ARCHITECTURE
 415.595.0306
 sg@s2garch.com
 www.s2garch.com



New House on Vacant Lot

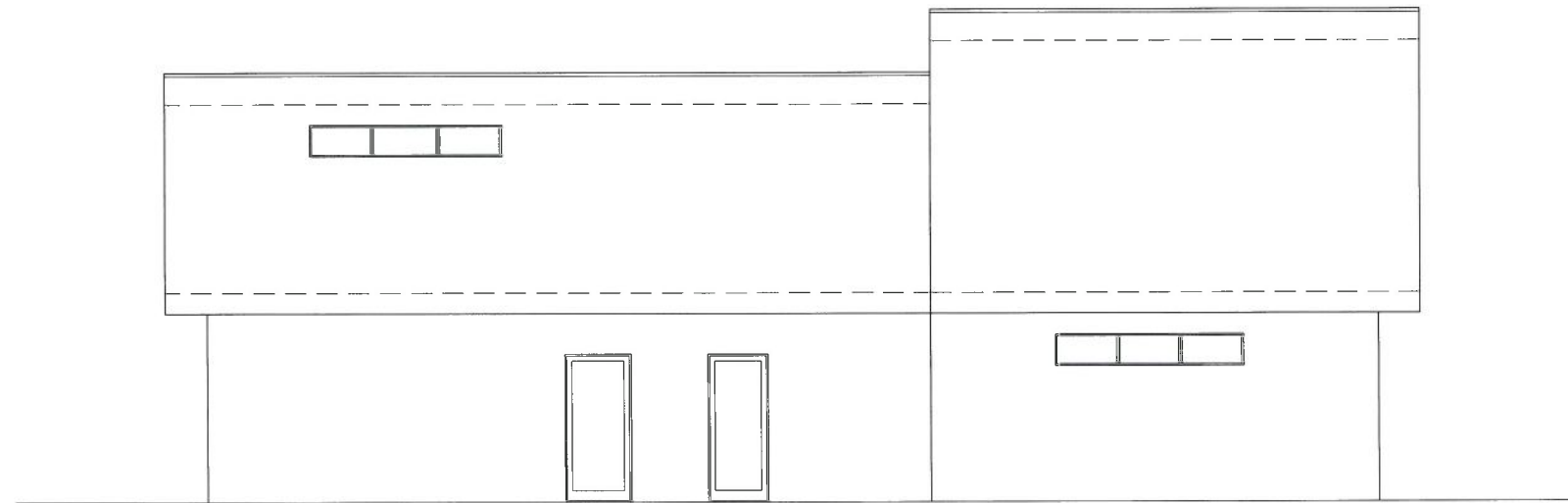
Residence

APN: 048-044-200
 Medio Avenue
 Miramar, CA
 94019

03 May 2021 Design

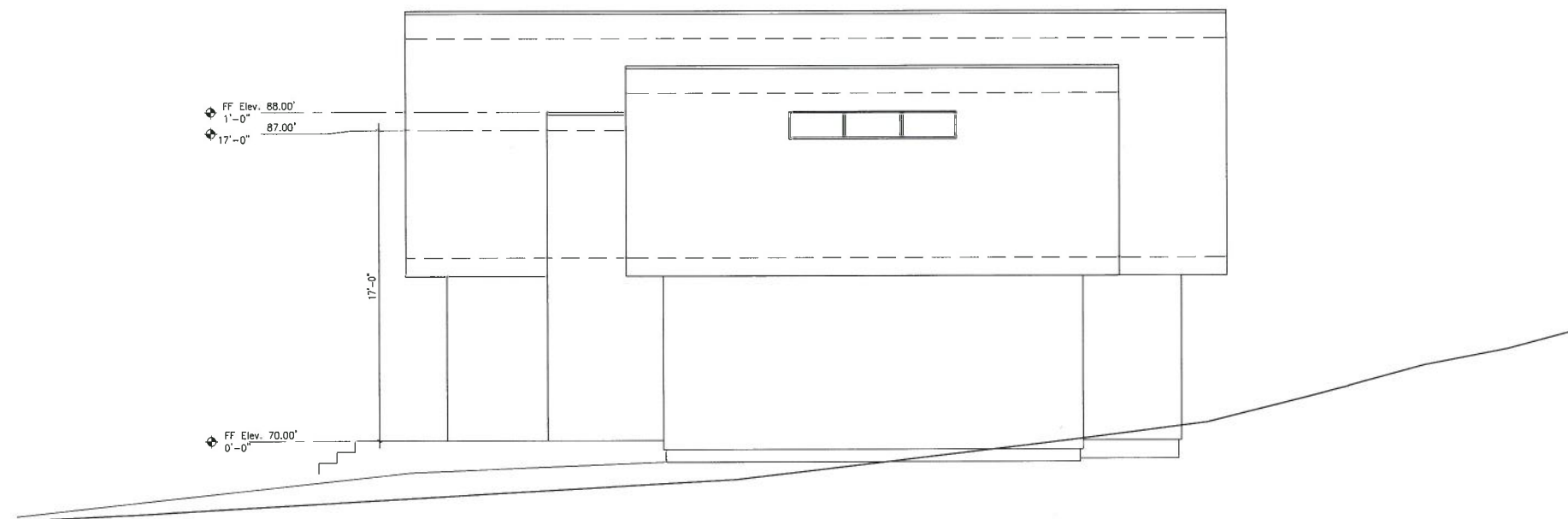
Exterior Elevations

A4.1



① East Elevation


1/4" = 1'-0"



② South Elevation

1/4" = 1'-0"

Elevation Notes

Keynote legend below contains information referenced throughout Documents. Locations flagged in the Documents by means of the following symbol: 

All dimensions given take precedence over scale. Contractor shall not scale drawings to determine dimensions without consulting with the Architect. Incorrect dimensions and resulting construction deficiencies due to scaling of Documents by the Contractor are the Contractor's responsibility and required corrections will be performed at the Contractor's expense.

Critical alignments may occur between items installed by different trades. Contractor to note all such items and notify affected trades. Sub-contractors shall review Documents and identify all such items that affect their work in any way.

Contractor shall review all dimensions shown herein for accuracy prior to construction. Contractor shall review any apparent discrepancies. Dimensions given are to face of finish unless otherwise noted.

Variations include:
 FOC: Face of Concrete
 FOM: Face of Masonry
 C: Centerline

Refer Floor Plan for additional detail references.

Scuppers, flue caps, metal railing caps shall be fully soldered at all joints.

All exterior wood siding and trim shall be fully primed and finished per mfr.'s specifications.

Exterior light fixtures and mechanical penetrations shall be fully caulked.

Exterior finishes shall be cleaned and/or replaced regularly by Owner. Paint shall not be allowed to crack, peel or otherwise fail in any way without immediate replacement.

Landscape irrigation shall not be allowed to spray on any portion of structure.

Downspouts and splash blocks shall be adjusted so that no water splashes onto structure.

Notes

1 -



STUART GRUNOW
 ARCHITECTURE
 415 595 0304
 sg@stgarch.com
 www.stgarch.com



New House on Vacant Lot

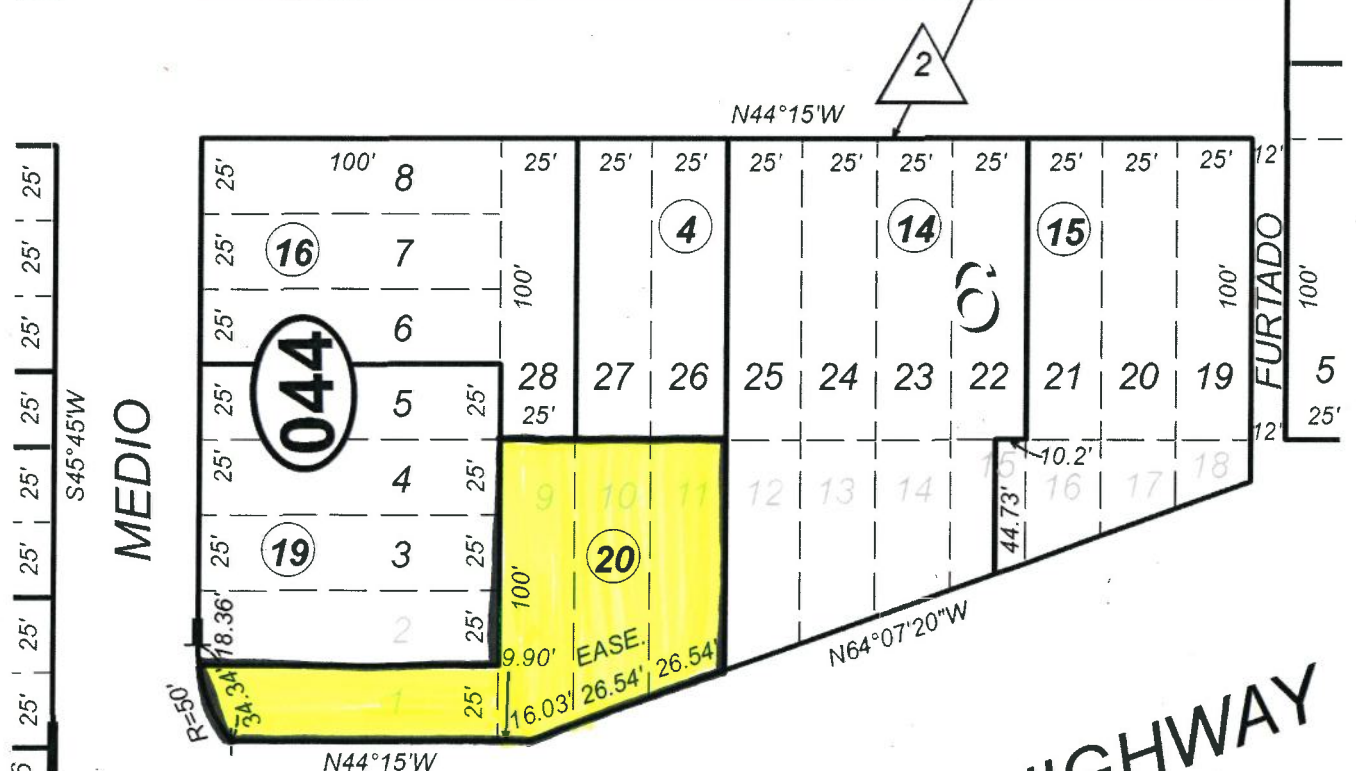
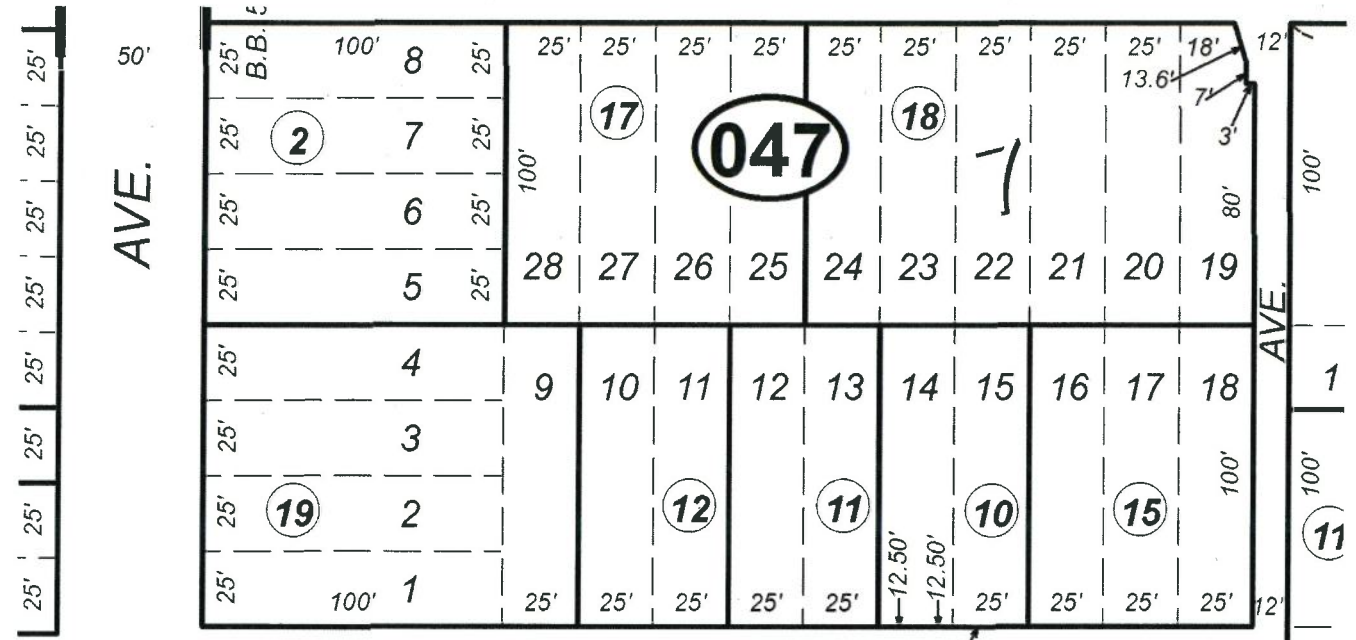
Residence

APN: 048-044-200
 Medio Avenue
 Miramar, CA
 94019

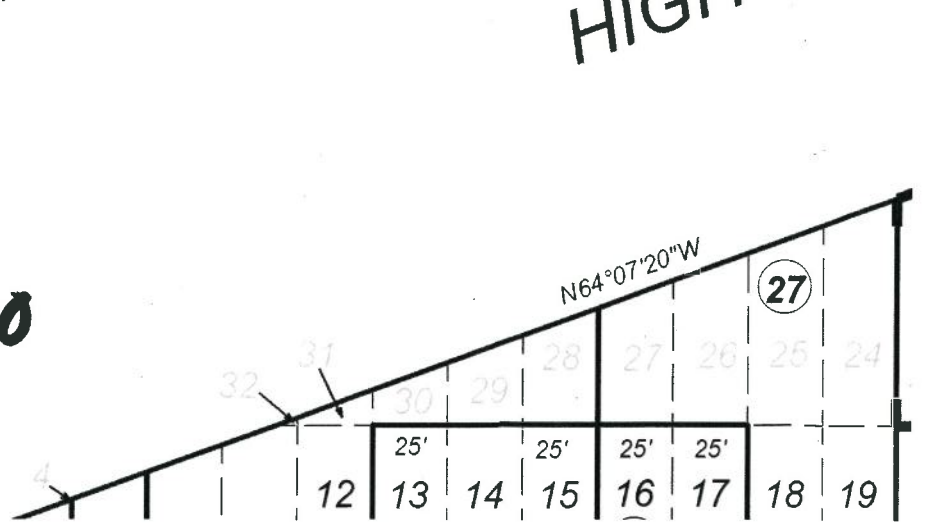
03 May 2021 Design

Exterior Elevations

A4.2



048-044-200
 КУБУСЬК





El Granada



N
1:2,181
1 in = 182 ft

05/21/2021

048-044-200
Kybyck

Figure 1

ITEM #2

GRANADA COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

To: Board of Directors
From: Delia Comito, Assistant General Manager
Subject: Picasso Preschool Lease
Date: September 16, 2021

Attached is the executed Lease Agreement between the GCSD and Candise D'Acquisto (Picasso Preschool) for your review.

LEASE BETWEEN GRANADA COMMUNITY SERVICES DISTRICT AND CANDISE D'ACQUISTO

RECITALS

A. Whereas, Granada Community Services District ("Landlord") purchased Property at 480 Avenue Alhambra, El Granada ("Premises"), for its future administrative offices or community facilities; and

B. Whereas, Candise D'Acquisto ("Tenant") has leased the Premises from the former owner of the Premises for the purposes of operating a preschool, known as Picasso Preschool, and that lease is currently on a month-to-month basis; and

C. Whereas, Landlord is evaluating and planning its future uses and remodeling of the Premises which will involve the hiring of consultants and contractors, and holding of public meetings, that Landlord estimates will take up to two years to complete; and

D. Whereas, Landlord is willing to allow Tenant to continue operating Picasso Preschool on the Premises while Landlord plans the future use of the facilities, which will give Tenant an opportunity to secure an alternative site suitable for its uses; and

E. Whereas, Tenant agrees to vacate the Premises at the end of the term of this Lease Between Granada Community Services District and Candise D'Acquisto ("Lease"); and

F. Whereas, this Lease replaces and supersedes all previous leases, representations and understandings between Tenant and the prior owners of the Premises.

AGREEMENT

1. BASIC LEASE TERMS

- a. DATE OF LEASE: September 1, 2021
- b. TENANT: Candise D'Acquisto
Trade Name/DBA : Coastside Kids, Inc.
Address (Leased Premises): 480 Avenue Alhambra, El Granada, California 94018
Address (For Notices): 503 Valencia Avenue, El Granada, California 94018
- c. LANDLORD: Granada Community Services District
Address: P.O. Box 335, El Granada, CA 94018
- d. TENANT'S USE OF PREMISES: Picasso Preschool
- e. TERM OF LEASE: 24 Months
Commencement: September 1, 2021
Expiration: August 31, 2023
-

f. **BASE MONTHLY RENT:** **\$5,000**

g. **SECURITY DEPOSIT:** **\$5,500**

2. **PREMISES.** Landlord leases to Tenant and Tenant Leases from the Landlord the Premises described in Section 1. Tenant acknowledges that she has continually used the Premises under an agreement with a prior owner of the Premises, and Tenant accepts the Premises in their present condition.

3. **TERM.** The term of this Lease is for the period set forth in Section 1.e.

4. **RENT**

a. **Rent.** Tenant shall pay Landlord monthly rent in the amount in Section 1.f., which shall be payable monthly in advance, on the first day of each and every calendar month provided, however, the first month's rent is due and payable upon execution of this Lease.

b. **Rent Without Offset and Late Charge.** All rent shall be paid by Tenant to Landlord monthly in advance on the first day of every calendar month, at the address shown in Section 1.c., or such other place as Landlord may designate in writing from time to time. Rent is considered overdue if received after the fifth day of the month for which it is due. All rent shall be paid without prior demand or notice and without any deduction or offset whatsoever. All rent shall be paid in lawful currency of the United States of America. Proration of rent due for any partial month shall be calculated by dividing the number of days in the month for which rent is due by the actual number of days in that month and multiplying by the applicable monthly rate. If any rent or other sum due from Tenant is not received when due, Tenant shall pay to Landlord a late fee of One Hundred and Twenty Five Dollars (\$125.00) and an additional sum equal to 10% per annum of such overdue payment. Notwithstanding the foregoing, in the event Tenant is delinquent in the payment of Base Rent four (4) times in any calendar year, Landlord shall have the right to require Tenant to make payments each quarter, providing for three months advance rent.

5. **PREPAID RENT.** Upon execution of the Lease Agreement, Tenant shall pay Landlord the first month's rent in advance (as described in Section 4a).

6. **DEPOSIT.** The Parties agree that the security deposit of \$5,500 paid to the previous owner of the Premises will serve as the deposit for this lease, and Landlord hereby acknowledges that it has received the deposit from the previous owners as part of the purchase of the Premises by Landlord. Landlord may use the security deposit or any portion of it to cure the default, to compensate Landlord for any damages sustained by Landlord resulting from Tenant's default, or to compensate Landlord for any damages to the Premises caused by Tenant. Upon demand, Tenant shall immediately pay to Landlord a sum equal to the portion of the security deposit expended or applied by Landlord to restore the security deposit to its full amount. In no event will Tenant have the right to apply any part of the security deposit to any rent or other sums due under this Lease. Upon expiration or termination of this Lease, Landlord shall return the security deposit to Tenant minus any costs or damages associated with Tenant's default or costs associated with any damages to the Premises caused by Tenant. Landlord's obligations with respect to the deposit are those of a debtor and not of a trustee, and Landlord can commingle the security deposit with Landlord's general funds. Landlord shall not be required to pay Tenant interest on the deposit.

Initials

CP
Landlord

CD
Tenant

7. USE OF PREMISES. Tenant shall use the Premises solely for the purposes set forth in Section 1.d. and for no other purpose without obtaining the prior written consent of Landlord. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the Premises or with respect to the suitability of the Premises or the for the conduct of Tenant's business, nor has Landlord agreed to undertake any modification, alteration or improvement to the Premises. Tenant acknowledges that Landlord may from time to time, at its sole discretion, make such modifications, alterations, deletions or improvements to the Premises as Landlord may deem necessary or desirable upon 15 days notice unless immediate repairs to the Premises are necessary. Tenant shall promptly comply with all laws, ordinances, orders and regulations affecting the Premises. Tenant shall not do or permit anything to be done in or about the Premises or bring or keep anything in the Premises that will in any way increase the premiums paid by Landlord on its insurance related to the Premises. Tenant will not perform any act or carry on any practices that may injure the Premises. Tenant shall not use the Premises for sleeping or the preparation, manufacture or mixing of anything that might emit any objectionable odor, noises, vibrations or lights onto such other tenants. Tenant shall not do anything on the Premises which will overload any existing parking or service to the Premises. With the exception of one (1) blue tongue skink, pets and/or animals of any type shall not be kept on the Premises. Notwithstanding the foregoing, Landlord shall not make alterations or improvements that will materially and unreasonably impact Tenant's quiet enjoyment of the Premises or affect Landlord's obligations to maintain the building in a commercially reasonable manner.

8. EMISSIONS: STORAGE, USE AND DISPOSAL OF WASTE.

a. **Emissions.** Tenant shall not:

- 1) Permit any vehicle on the Premises to emit exhaust which is in violation of any governmental law, rule, regulation or requirement;
- 2) Discharge, emit or permit to be discharged or emitted, any liquid, solid or gaseous matter, or any combination thereof, into the atmosphere, the ground or any body of water which matter, as reasonable determined by Landlord or any governmental entity, does, or may, pollute or contaminate the same, or is, or may become, radioactive or does, or may, adversely affect the (a) health or safety of persons, wherever located, whether on the Premises or anywhere else, (b) condition, use or enjoyment of the Premises or any other real or personal property, whether on the Premises or anywhere else, or (c) Premises or any of the improvements thereto or thereon including buildings, foundations, pipes, utility lines, landscaping or parking areas;
- 3) Produce, or permit to be produced, any intense glare, light or heat except within an enclosed or screened area and then only in such manner that the glare, light or heat shall not be discernible from outside the Premises;
- 4) Create, or permit to be created, any sound pressure level which will interfere with the quiet enjoyment of any real property outside the Premises, or which will create a nuisance or violate any governmental law, rule, regulation or requirement.
- 5) Create, or permit to be created, any ground vibration that is discernible outside the Premises.
- 6) Transmit, receive or permit to be transmitted or received, any electromagnetic, microwave or other radiation which is harmful or hazardous to any person or property in, or about the Premises, or anywhere else.

Initials

Landlord

Tenant

b. **Hazardous Materials.** Tenant shall not use, store, or dispose of any hazardous substances upon the Premises. "Hazardous substances" means any hazardous waste, substance or toxic materials regulated under any environmental laws or regulations applicable to the property. Tenant shall be responsible for the cost of removal of any toxic contamination caused by Tenant's use of the Premises.

c. **Disposal of Waste**

1) *Refuse Disposal.* Tenant shall not keep any trash, garbage, waste or other refuse on the Premises except in sanitary containers and, except for normal trash removal provided by Landlord as part of the janitorial services, shall regularly and frequently remove extraordinary trash from the Premises. Tenant shall keep all containers or other equipment used for storage or disposal of such materials in a clean and sanitary condition.

2) *Sewage Disposal.* Tenant shall properly dispose of all sanitary sewage and shall not use the sewage disposal system (a) for the disposal of anything except sanitary sewage or (b) in excess of the lesser amount of (i) reasonably contemplated by the uses permitted under this Lease or (ii) permitted by any governmental entity.

3) *Disposal of Other Waste.* Tenant shall properly dispose of all other waste or other matter delivered to, stored upon, located upon or within, used on, or removed from, the Premises in such a manner that it does not, and will not, adversely affect the (a) health or safety of persons, wherever located, whether on the Premises or elsewhere (b) condition, use or enjoyment of the Premises or any other real or personal property, wherever located, whether on the Premises or anywhere else, or (c) Premises or any of the improvements thereto or thereon including buildings, foundations, pipes, utility lines, landscaping or parking areas.

d. **Compliance with Law.** Notwithstanding any other provision in this Lease to the contrary, Tenant shall comply with all laws, statutes, ordinances, regulations, rules and other governmental requirements in complying with its obligations under this lease.

9. **SIGNAGE.** All signage shall comply with local rules and regulations. Tenant shall place no stickers, signs, lettering, banners or advertising or display material on or near exterior windows or doors if such materials are visible from the exterior of the Premises, without Landlord's prior written consent, which consent may be withheld or granted in Landlord's sole judgment. Any material violating this provision may be removed by Landlord without compensation to Tenant.

10. **REAL AND PERSONAL PROPERTY TAXES.** Tenant shall pay before delinquency all taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operations as well as upon all trade fixtures, leasehold improvements, merchandise and other personal property of Tenant in or about the Premises. Tenant acknowledges that Tenant's interest in the Premises under this Agreement may now or hereafter be subject to a possessory interest tax imposed by another government entity. Tenant shall pay any such possessory tax when due, and shall not be entitled to offset the amount of such tax against rent payable under this Agreement. Tenant shall be solely responsible and shall indemnify and hold Landlord harmless for all federal, state and local taxes and penalties that may result due to Tenant's use of the Premises.

11. **PARKING.** Overnight parking on the Premises is prohibited and any vehicle violating this Section 11 is subject to removal by Landlord at the owner's expense.

Initials

CP

Landlord



Tenant

12. UTILITIES. Tenant agrees to be responsible for the payment of all utilities and services, including heat, water, electricity, gas, garbage, janitorial and other services delivered to the Premises.

13. MAINTENANCE, REPAIRS AND ALTERATIONS. Tenants acknowledges that the Premises are in good order and repair. Tenant will, at his or her own expense, maintain the Premises in a good and safe condition, including plate glass, and heating and air conditioning installations, and any other system or equipment. The Premises will be surrendered at termination of this Lease in as good condition as received, normal wear and tear excepted. Tenant will be responsible for all repairs requires, except the following which will be maintained by Landlord: roof, exterior walls, structural foundations (including any retrofitting required by governmental authorities). Tenant shall also be responsible for payment and maintenance of the following:

- a. Maintenance of light fixtures and bulb replacement;
- b. Maintenance of sidewalks, driveways, lawns and shrubbery;
- c. Payment for fire and security alarm system;
- d. Maintenance of fire sprinkler system and fire extinguishers; and
- e. Maintenance of all property, equipment, structures and fencing on the Premises, inside and outside the building, in a manner that meets all licensing requirements for the health and safety of preschool attendees.
- f. Monthly pest control.

14. ALTERATIONS. Tenant shall not make any alterations to the Premises, without Landlord's prior written consent. Any alterations made shall remain on and be surrendered with the Premises upon expiration or termination of this Lease or, if Landlord so notifies Tenant at the time Landlord provides their consent for the improvements, the improvements shall be removed by Tenant within thirty (30) days after termination of the Lease.

Should Landlord consent in writing to Tenant's alteration of the Premises, Tenant shall contract with a contractor approved by Landlord, which approval shall not be unreasonably withheld or delayed, for the construction of such alterations, shall secure all appropriate governmental approvals and permits, and shall complete such alterations with due diligence in compliance with plans and specifications approved by Landlord. Tenant shall pay all costs for such construction and shall keep the Premises and the Project free and clear of all mechanics' liens which may result from construction by Tenant.

15. AMERICANS WITH DISABILITIES ACT. Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are depending upon Tenant's specific use of the Premises, Landlord makes no warranty or representation as to whether or not the Premises comply with the ADA or any similar legislation. In the event that Tenant's use of the Premises requires modifications or additions to the Premises in order to be in compliance with the ADA or other accessibility statutes, Tenant agrees to make any such necessary modifications and/or additions at tenant's expense.

16. RELEASE AND INDEMNITY. As material consideration to Landlord, Tenant agrees that, except for Landlord's or its contractors' or agents' active and sole negligence or willful misconduct, Landlord shall not be liable to Tenant for any damage to Tenant or Tenant's property from any cause, and Tenant waives all claims against Landlord for damage to persons or property arising for any reason, except to the extent damage results from Landlord's or its agents gross negligence or willful misconduct or for damage resulting directly from Landlord's breach of its express obligations under this Lease which Landlord has not cured within a reasonable time after receipt of written notice of such breach from Tenant. Tenant shall defend,

Initials

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Landlord


Tenant

indemnify and hold Landlord harmless from any loss, damages, claim, liability or expense, including attorneys' fees and costs, arising out of any injury or damage to any person or property occurring in, on or about the Premises from Tenant's use of the Premises or Tenant's breach of any term of this Lease, and to indemnify Landlord for any expense incurred by Landlord in defending any such claims, including but not limited to reasonable attorney's fees and court costs incurred by Landlord. Tenant shall also defend, indemnify and hold Landlord harmless from any loss, damages, claim, liability or expense, including attorneys' fees and costs, arising out of or in connection with its failure to observe or comply with the provisions of this Section 8.

17. INSURANCE. Tenant, at its cost, shall maintain comprehensive general liability insurance and public liability and property damage insurance with a single combined liability limit of two million dollars (\$2,000,000.00), insuring against liability of Tenant and its representatives, employees, customers, students, invitees, and agents arising out of or in connection with Tenant's use or occupancy of the Premises. Such insurance shall insure performance by Tenant of the indemnity provisions of Section 16 of this Lease. Landlord shall be named as additional insured and the policy shall contain cross-liability endorsements. Tenant shall also maintain One Million Dollars (\$1,000,000.00) of building, fire and personal property insurance. The proceeds from any such policy shall be used by Tenant for the replacement of personal property and the restoration of Tenant's improvements or alterations. Tenant's insurance policy shall require insurer to waive all right of recovery by way of subrogation. All insurance required to be provided by Tenant under this Lease: (a) shall be issued by Insurance companies authorized to do business in the State of California; (b) shall be issued by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide"; (c) shall be issued as a primary policy; and (d) shall contain an endorsement requiring at least 30 days prior written notice of cancellation to Landlord before cancellation or material change in coverage, scope or amount of any policy. Tenant shall deliver a certificate or copy of such policy together with evidence of payment of all current premiums to Landlord within 30 days of execution of this Lease. Tenant's failure to provide evidence of such coverage to Landlord may, in Landlord's sole discretion, constitute a default under this Lease.

18. DESTRUCTION. If during the term, the Premises or Project are more than 10% destroyed from any cause, or rendered inaccessible or unusable from any cause, Landlord may, in its sole discretion, terminate this Lease by delivery of notice to Tenant within 30 days of such event without compensation to Tenant. In the event Tenant's Premises are more than 10% destroyed and, in Tenant's and Landlord's reasonable judgement, Tenant cannot conduct its business in the Premises, then Tenant may terminate this Lease by giving written notice to Landlord within 30 days of the occurrence of the event. If, in Landlord's estimation, the Premises cannot be restored within 180 days following such destruction, the Landlord shall notify Tenant and Tenant may terminate this Lease by delivery of notice to Landlord within 30 days of receipt of Landlord's notice. If Landlord does not terminate this Lease and if in Landlord's estimation the Premises can be restored within 180 days, then Landlord shall commence to restore the Premises in compliance with then existing laws and shall complete such restoration with due diligence. In such event, this Lease shall remain in full force and effect, but there shall be an abatement of rent between the date of destruction and the date of completion of restoration, based on the extent to which destruction interferes with Tenant's use of the Premises. If less than 10% of the Premises or the Project are destroyed or rendered inaccessible or unusable, Landlord shall similarly repair the damage with reasonable due diligence.

Initials

ED
Landlord

ED
Tenant

19. CONDEMNATION.

- a. Definitions.** The following definitions shall apply: (1) "Condemnation" means (a) the exercise of any governmental power of eminent domain, whether by legal proceedings or otherwise by condemnor and (b) the voluntary sale or transfer by Landlord to any condemnor either under threat of condemnation or while legal proceedings for condemnation are proceeding; (2) "Date of Taking" means the date the condemnor has right to possession of the property being condemned; (3) "Award" means all compensation, sums or anything of value awarded, paid or received on a total or partial condemnation; and (4) "Condemnor" means any public or quasi-public authority, or private corporation or individual, having power of condemnation.
- b. Obligations to be Governed by Lease.** If during the term of the Lease there is any taking of all or any part of the Premises or the Project, the rights and obligations of the parties shall be determined pursuant to this Lease.
- c. Total or Partial Taking.** If the Premises are totally taken by condemnation, this Lease shall terminate on the date of taking. If any portion of the Premises or Project is taken by condemnation, this Lease shall remain in effect, except that Tenant can elect at Tenant's sole judgment to terminate this Lease if the remaining portion of the Premises is rendered unsuitable for Tenant's continued use of Premises. If Tenant elects to terminate this Lease, Tenant must exercise its right to terminate by giving notice to Landlord within 30 days after the nature and extent of the taking have been finally determined. If Tenant elects to terminate this Lease, Tenant shall also notify Landlord of the date of termination, which date shall not be earlier than 30 days nor later than 90 days after Tenant has notified Landlord of its election to terminate; except that this Lease shall terminate on the date of taking if the date of taking falls on a date before the date of termination as designated by Tenant. If any portion of the Premises is taken by condemnation and this Lease remains in full force and effect, on the date of taking the rent shall be reduced by an amount in the same ratio as the total number of square feet in the Premises taken or rendered unsuitable for Tenant's use bears to the total number of square feet in the Premises immediately before the date of taking. In such event, Landlord shall restore the Premises to an architecturally sound unit at the Landlord's sole judgment.

20. ASSIGNMENT OR SUBLEASE. Tenant shall not assign or encumber its interest in this Lease or the Premises or sublease all or any part of the Premises or allow any other person or entity (except Tenant's authorized representatives, employees, invitees, or guests) to occupy or use all or any part of the Premises without first obtaining Landlord's consent which Landlord shall not unreasonably withhold or delay beyond five (5) business days from Landlord's receipt of Tenant's written notice; provided, however, Landlord shall have the option to terminate the Lease rather than approving an assignment or sublease of all of the Premises to a third party. Any assignment, encumbrance or sublease without Landlord's written consent shall be voidable and at Landlord's election, shall constitute a default.

No interest of Tenant in this Lease shall be assignable by involuntary assignment through operation of law (including without limitation the transfer of this Lease by testacy or intestacy). Each of the following acts shall be considered an involuntary assignment: (a) if Tenant is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes proceedings under the Bankruptcy Act in which Tenant is the bankrupt; or if Tenant is a partnership or consists of more than one person or entity, if any partner of the partnership or other person or entity is or becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors; or (b) if a writ of attachment or execution is levied on this Lease; or (c) if in any proceeding or action to which Tenant is a party, a receiver is appointed with authority to take possession of

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the right or obligation to perform; (c) to show the Premises to consultants, engineers or contractors to plan for the repurposing or remodeling of the building upon the expiration of the term of this Lease; (d) to show the Premises to prospective brokers, agents, buyers, tenants or persons interested in leasing or purchasing the Premises, at any time during the term; (e) to post "for sale" signs on the outside of the Building at any time during the term, to post "for rent" or "for lease" signs during the last 90 days of the term, or during any period while Tenant is in default; or (d) to repair, maintain or improve the Project but not so as to prevent entry to the Premises or materially cause a disturbance of Tenant's quiet enjoyment of the Premises and to do any other act or thing necessary for the safety or preservation of the Premises. Except for Landlord's or its agents' or contractors' gross negligence or willful misconduct, Landlord shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of Landlord's entry onto the Premises as provided in this Section 24. Except for Landlord's gross negligence or willful misconduct, Tenant shall not be entitled to an abatement or reduction of rent if Landlord exercises any rights reserved in this Section 24. Landlord shall conduct his activities on the Premises as provided herein in a manner that will cause the least inconvenience, annoyance or disturbance to Tenant. For each of these purposes, Landlord shall at all times have and retain a key with which to unlock all the doors in, upon and about the Premises, excluding Tenant's vaults and safes. Tenant shall not alter any lock or install a new or additional lock or bolt on any door of the Premises without prior written consent of Landlord. If Landlord gives its consent, Tenant shall furnish Landlord with a key for any such lock. Notwithstanding the foregoing, Landlord shall have the right to enter the Premises at any time for emergency situations and repairs.

26. SUBORDINATION. Without the necessity of any additional document being executed by Tenant for the purpose of effecting a subordination, and at the election of Landlord or any mortgagee or any beneficiary of a Deed of Trust with a lien on the Premises, this Lease shall be subject and subordinate at all times to (a) all ground leases or underlying leases which may now exist or hereafter be executed affecting the Project, and (b) the lien of any mortgage or deed of trust which may now exist or hereafter be executed in any amount for which the Project, ground leases or underlying leases, or Landlord's interest or estate in any of said items is specified as security. In the event that any ground lease or underlying lease terminates for any reason or any mortgage or Deed of Trust is foreclosed or a conveyance in lieu of foreclosure is made for any reason, Tenant shall, notwithstanding any subordination, attorn to and become the Tenant of the successor in interest to Landlord, at the option of such successor in interest. Provided the Tenant's quiet enjoyment of the Premises is not disturbed, Tenant covenants and agrees to execute and deliver, upon demand by Landlord and in the form requested by Landlord any additional documents evidencing the priority or subordination of this Lease with respect to any such ground lease or underlying leases or the lien of any such mortgage or Deed of Trust.

Tenant, within thirty days from notice written from Landlord, shall execute and deliver to Landlord, in recordable form, certificates stating that this Lease is not in default, is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. This certificate should also state the amount of current monthly rent, the dates to which rent has been paid in advance, and the amount of any security deposit and prepaid rent. Failure to deliver this certificate to Landlord within thirty days shall be conclusive upon Tenant that this Lease is in full force and effect and has not been modified except as may be represented by Landlord.

27. NOTICE. Any notice, demand, request, consent, approval or communication desired by either party or required to be given, shall be in writing and served either personally or sent by prepaid certified first class mail, addressed as set forth in Section 1. Either party may change its address by notification to the other

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the Premises. An involuntary assignment shall constitute a default by Tenant and Landlord shall have the right to elect to terminate this Lease, in which case this Lease shall not be treated as an asset of Tenant.

- 21. ABANDONMENT OF PREMISES.** Tenant will not abandon the Premises at any time during the term of this Lease. If Tenant does abandon the Premises, or is dispossessed by process of law, or otherwise, any personal property belonging to Tenant left on the Premises will be deemed to be abandoned.
- 22. DEFAULT.** The occurrence of any of the following shall constitute a default by Tenant: (a) a failure to pay rent or other charge within five (5) days of when due; (b) a violation of Section 8 of this Lease; (c) the occurrence of any of the following events: (i) the making by Tenant of any general arrangement or assignment for the benefit of creditors; (ii) Tenant becoming a "debtor" as defined in 11 U.S.C. Section 101 or any successor statute thereto (unless, in the case of a petition filed against Tenant, the same is dismissed within ninety (90) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within ninety (90) days or (iv) Tenant's filing for bankruptcy protection; or (d) failure to perform any other covenant, condition or provision of this Lease that are to be observed, complied with or performed by Tenant, where such failure to perform continues for a period of thirty (30) days after written notice to Tenant; provided, however, if the nature of the failure is such that it cannot be cured within thirty (30) days, then Tenant shall not be in default so long as Tenant commences to cure within such thirty (30) day period and thereafter diligently pursues same to completion.
- 23. LANDLORD'S REMEDIES.** Landlord shall have the following remedies if Tenant is in default. (These remedies are not exclusive; they are cumulative and in addition to any remedies now or later allowed by law): Landlord may terminate Tenant's right to possession of the Premises at any time. No act by Landlord other than giving notice to Tenant shall terminate this Lease under this section. Acts of maintenance, efforts to relet the Premises, or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to possession. Upon termination of Tenant's right to possession, Landlord has the right to recover from Tenant: (1) unpaid rent that had been earned at the time of termination of Tenant's right to possession; (2) unpaid rent that would have been earned after the date of termination of Tenant's right to possession; (3) any other amount, including but not limited to, interest as provided in this Lease and collection costs necessary to compensate Landlord for all detriment caused by Tenant's default.
- 24. LANDLORD'S BREACH.** Landlord shall not be deemed to be in breach of this Lease unless Landlord fails within a reasonable time to perform an obligation required to be performed by Landlord. For purposes of this Section 23, a reasonable time shall in no event be less than thirty (30) days after receipt by Landlord, and by any Lender(s) whose name and address shall have been furnished to Tenant in writing for such purpose, of written notice specifying wherein such obligation of Landlord has not been performed; provided, however, that if the nature of Landlord's obligations is such that more than thirty (30) days after such notice are reasonably required for its performance, then Landlord shall not be in breach of this Lease if performance is commenced within such thirty (30) day period and thereafter diligently pursued to completion.
- 25. ENTRY ON PREMISES.** Landlord and its authorized representatives shall have the right to enter the Premises when children are not present, but not without reasonable advance notice of at least 24 hours unless otherwise agreed by Tenant, for any of the following purposes: (a) to determine whether the Premises are in good condition and whether Tenant is complying with its obligations under this Lease; (b) to do any necessary maintenance and to make any restoration to the Premises or the Project that Landlord has

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party. Notice shall be deemed to be communicated 48 business hours from the time of mailing, or from the time of service as provided in this Section 25.

28. WAIVER. No delay or omission in the exercise of any right or remedy by either party shall impair such right or remedy or be construed as a waiver. No act or conduct of Landlord, including without limitation, acceptance of the keys to the Premises, shall constitute an acceptance of the surrender of the Premises by Tenant before the expiration of the term. Only written notice from Landlord to Tenant shall constitute acceptance of the surrender of the Premises and accomplish termination of the Lease. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant. Any waiver by Landlord of any default or any wavier by Tenant of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Lease.

29. SURRENDER OF PREMISES; HOLDING OVER. Upon expiration of the term, Tenant shall surrender to Landlord the Premises and all Tenant improvements and alterations in good condition, except for ordinary wear and tear and alterations Tenant has the right or is obligated to remove under the provisions of Section 14 herein or damage due to casualty. Tenant shall remove all personal property, including all personal property listed in Exhibit A of that certain lease between Candise D'Acquisto and Michael N. Picasso and Debra A. Picasso (collectively "Picasso") that was required to be returned to Picasso, and shall perform all restoration made necessary by the removal of any alterations or Tenant's personal property before the expiration of the term, including for example, restoring all wall surfaces to their condition prior to the commencement of this Lease, except that resulting from reasonable wear and tear. Landlord can elect to retain or dispose of in any manner Tenant's personal property not removed from the Premises by Tenant by delivery of written notice to Tenant at least sixty (60) days prior to the expiration of the term. Tenant waives all claims against Landlord for any damage to Tenant resulting from Landlord's retention or disposition of Tenant's personal property which remain in the Premises after termination of the Lease. Tenant shall be liable to Landlord for Landlord's cost for storage, removal or disposal of Tenant's personal property.

If Tenant, with Landlord's consent, remains in possession of the Premises after expiration or termination of the term, or after the date in any notice given by Landlord to Tenant terminating this Lease, such possession by Tenant shall be deemed to be a month-to-month tenancy terminable on written 30-day notice at any time, by either party. All provisions of this Lease, except those pertaining to term and rent, shall apply to the month-to-month tenancy. Tenant shall pay monthly rent in an amount equal to 110% of Rent for the last full calendar month during the regular term.

30. ESTOPPEL CERTIFICATE. Tenant agrees within ten (10) business days of receipt of written request by Landlord, to execute and deliver to Landlord an estoppel certificate certifying that this Lease is unmodified and in full force and effect, the amount of any security deposit, and date to which the rent and other charges are paid in advance, if any, and acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord, or specifying such defaults in any are claimed. Any such statement may be conclusively relied upon by any prospective buyer or encumbrancer of the Premises. Tenant's failure to deliver an estoppel certificate within five (5) days following such request shall constitute a default under this Lease and shall be conclusive upon Tenant that this Lease is in full force and effect and has not been modified except as may be represented by Landlord, that there are no uncured defaults in Landlord's performance, and that not more than one month's rent has been paid in advance.

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31. MISCELLANEOUS PROVISIONS.

- a. **Time of Essence.** Time is of the essence of each provision of this Lease.
- b. **Successor.** This Lease shall be binding on and inure to the benefit of the parties and their successors, except as provided in Section 19 herein.
- c. **Landlord's Consent.** Except as may otherwise be expressly stated in this Lease, any consent required by Landlord under this Lease must be granted in writing and may be withheld or conditioned by Landlord in its reasonable discretion, except as otherwise stated in this lease.
- d. **Commissions.** Each party represents that it has not had dealings with any real estate broker, finder or other person with respect to this Lease in any manner.
- e. **Other Charges.**

If Landlord employs a collection agency to recover delinquent charges, Tenant agrees to pay all collection agency charged to Landlord in addition to rent, late charges, interest and other sums payable under this Lease.

- f. **Landlord's Successors.** In the event of a sale or conveyance by Landlord of the Project, the same shall operate to release Landlord from any liability under this Lease accruing from and after the date of such transfer, and in such event Landlord's successor in interest shall be solely responsible for all obligations of Landlord under this Lease accruing from and after the date of such transfer.
- g. **Interpretation.** This Lease shall be construed and interpreted in accordance with the laws of the state in which the Premises are located. This Lease constitutes the entire agreement between the parties with respect to the Premises, and is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. When required by the context of this Lease, the singular shall include the plural, and the masculine shall include the feminine and/or neuter. "Party" shall mean Landlord or Tenant. If more than one person or entity constitutes Landlord or Tenant, the obligations imposed upon that party shall be joint and several. The enforceability, invalidity or illegality of any provision shall not render the other provisions unenforceable, invalid or illegal unless such provision constitutes a material consideration for the lease.

This agreement supersedes any and all former agreements, oral or written.

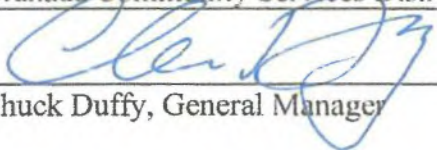
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IN WITNESS WHEREOF, the parties have executed this Lease as of the dates set forth below.

Landlord: Granada Community Services District

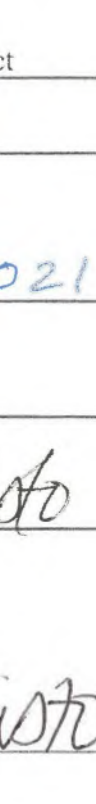
By: 
Chuck Duffy, General Manager

Date: September 7, 2021

Tenant: Candise D'Acquisto

By: 

Coastside Kids, Inc.

By: 
Candise D'Acquisto

Date: 9/9/21

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ITEM #3

GRANADA COMMUNITY SERVICES DISTRICT

AGENDA NOTICE

There are no documents for this Agenda Item.

ITEM #4

GRANADA COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

To: Board of Directors
From: Delia Comito, Assistant General Manager
Subject: Consideration of Amending District Ethics Code to Add a Provision to Censure
Date: September 16, 2021

This item was requested by President Clark.

Attached is a copy of the District Ethics Policy adopted in March 2021. The proposed amendment is added at the bottom and shown in blue font.

GRANADA COMMUNITY SERVICES DISTRICT

Board of Directors Code of Ethics

The following Code of Ethics represents the guiding principles for public officials. The Granada Community Services District (GCSD) is committed to the highest standards of conduct by and among elected and appointed officials in the performance of their duties. This Code of Ethics seeks to insure that promoting the common good is the goal of the decision-making process. Public service is a public trust, requiring that the Constitution, the laws, and ethical principles be placed above private gain.

To the best of their abilities, Board members shall:

- Attend all board and committee meetings.
- Serve on committees and offer to take on special assignments when possible.
- Prepare for board and committee meetings by reviewing the meeting agenda and supporting materials. Be informed on the background of issues before the board.
- Be a good listener, carefully considering all opinions and points of view.
- Involve citizens in the decision-making process and welcome divergent points of view.
- Promote decisions that serve the public interest and promote the greatest public good.
- Act in a professional and businesslike manner, and maintain a respectful attitude towards members of the public, staff, and other directors.
- Support the integrity and reputation of the Agency.
- Use good judgment based on high ethical principles.
- Refrain from any illegal, dishonest, or unethical conduct.
- Actively promote public confidence in GCSD.
- Recognize and support the public's right to know the public's business.
- Respond to the public in ways that are complete, clear, and easy to understand.
- Respect and protect privileged information (i.e., personnel matters, litigation).
- Work in partnership with other government agencies, political subdivisions, and organizations to further the interest of GCSD.
- Avoid outside interests that will interfere or conflict with maintaining an objective and impartial perspective.
- Carefully guard against conflict of interest or its appearance in actions or decisions.
- Refuse to accept gifts, services, or any object of value from any source offered to influence a decision.
- Recognize that efforts attempting to influence other officials to act in a manner benefiting personal or financial interests are prohibited.
- Evaluate recommendations or decisions to identify the best service, product, or alternative at minimal cost without sacrificing quality or fiscal responsibility.
- Comply with all laws and regulations applicable to appointed officials and with those governing the conduct of meetings.

Any representative found to be in violation of this Code may be subject to Censure by the District Board. Any member of any advisory Committee found in violation may be subject to dismissal from the Committee.

ITEM #5

MINUTES
SAM BOARD OF DIRECTORS MEETING
August 23, 2021

1. CALL TO ORDER

Chair Dye called the meeting to order at 7:02 p.m. from her residence in El Granada, CA. Directors attended the meeting through teleconferencing pursuant to and as permitted by Executive Order N-29-20. Consistent with Executive Order N-29-20, the San Mateo County Health Officer Shelter-In-Place order issued on March 16, 2020, members of the public were able to observe the open session portions of the meeting electronically by using the link that was provided on the agenda for the August 23, 2021 meeting.

A. Roll Call

Directors Slater-Carter, Clark, Lohman, Ruddock, Dye, and Penrose (7:06 pm) were present. Also present via teleconferencing were General Manager Kishen Prathivadi, Finance Officer George Evans, Supervisor of Treatment/Field Operations Tim Costello, and General Counsel Jeremey Jungreis.

Following roll call and staff introductions, General Manager Prathivadi informed the Board of Directors of 2 employee anniversaries. He stated that Suzie Turbay, Administrative Assistant is celebrating 14 years of service, and Keith Harvey, Operator I is celebrating 7 years of service. George Evans, Finance Officer gave a brief acknowledgment of Suzie's 14 years of dedicated service, and Tim Costello, Supervisor of Field/Treatment Operations also gave an acknowledgement of Keith's 7 years of dedicated service to SAM.

2. PUBLIC COMMENT/ORAL COMMUNICATION

Director Slater-Carter discussed a conversation she had while at the CASA Conference regarding being prepared in case of a fire and knowing where your utility shuts off are located. Director Penrose recommended that everyone get CERT training. General Manager Prathivadi informed the Board of an e-mail he received from Craig Carroll, owner of the Half Moon Bay Brewing Company that he will read during Agenda Item 4A, and that it will be posted on the SAM website for the public to view.

3. 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 August 9, 2021 Regular Board Meeting
- B. Approve Disbursements for August 23, 2021

C. Monthly Revenue and Expense Report for Period Ending July 31, 2021

Director Ruddock moved, and Director Slater-Carter seconded the motion to approve the consent agenda items as presented.

Ruddock/Slater-Carter/Roll Call Vote: Slater-Carter Aye/Penrose Aye/Clark Aye/Lohman Aye/Ruddock Aye/Dye Aye/8 Ayes/0 Noes. The motion passed.

4. REGULAR BUSINESS

A. Status Update on Recent Process Upset at the Wastewater Treatment Plant and Actions Taken by SAM to Address and Prevent Future Upsets (Informational)

General Manager Prathivadi reviewed the staff report and introduced Tim Suydam and Leo Schemp of TAS Consulting who will answer any questions regarding the Non Domestic Waste Source Control Program (NDWSCP). Linda Sawyer and Lance Salerno both of Brown & Caldwell presented the Board with a PowerPoint presentation on the SAM WWTP Process Upset and Capacity. They discussed the process capacity results, process improvement recommendations, recent loading data, process upset and response summary, Brown & Caldwell observation summary, microscopic examination of the sludge, septicity analysis and the most recent plant upset. Following the presentation General Manager Prathivadi read the e-mail he received from Craig Carroll, owner of the Half Moon Bay Brewing Company. The e-mail made reference to a letter that was received by 8 Coastside small businesses from the Sewer Authority Mid-Coastside and they expressed their concerns of not having an adequate period of time to properly weigh their environmental, procedural, and legal options, and therefore asked for a three month extension before signing the registration application that they received. A discussion ensued. Director Slater-Carter suggested having a workshop so questions can be answered, and also suggested that a discretionary change could be made to the registration application by both the General Manager and General Counsel, and she would be happy to work with staff in making the contents of the registration application clear, and extend the deadline.

Chair Dye asked that the meeting be extended for 15 minutes. Director Lohman moved, and Director Penrose seconded the motion to extend the Board for 15 minutes.

Lohman/Penrose/Roll Call Vote: Slater-Carter Aye/Penrose Aye/Clark Aye/Lohman Aye/Ruddock No/Dye Aye/7 Ayes/1 Noe. The motion passed.

A copy of the Brown & Caldwell PowerPoint presentation can be found on the SAM website at www.samcleanswater.org.

A copy of the E-mail from Craig Carroll can be found on the SAM website at www.samcleanswater.org

- B. Authorize General Manager to Issue a Purchase Order to Environmental Dynamics International for the Design, Supply and Installation of Diffusers to Aeration Basin 4

General Manager Prathivadi reviewed the staff report and recommended the Board of Directors authorize the General Manager to issue a purchase order to Environmental Dynamics International for the design, supply, and installation of diffusers to aeration basin 4. A discussion ensued. Following discussion, Director Ruddock moved, and Director Slater-Carter seconded the motion for the General Manager to issue a purchase order to Environmental Dynamics International for the design, supply, and installation of diffusers to aeration basin 4.

Ruddock/Slater-Carter/Roll Call Vote: Slater-Carter Aye/Penrose Aye/Clark Noe/Lohman Aye/Ruddock Aye/Dye Aye/7 Ayes/1 Noe. The motion passed.

5. GENERAL MANAGERS REPORT

General Manager Prathivadi reviewed the monthly Manager's report for July 2021. The Board concurred to receive and file the report for July 2021.

Director Ruddock moved, and Director Penrose seconded the motion to terminate the meeting.

Ruddock/Slater-Carter/Roll Call Vote: Slater-Carter Aye/Penrose Aye/Clark Aye/Lohman Aye/Ruddock Aye/Dye Aye/8 Ayes/0 Noes. The motion passed.

6. ATTORNEY'S REPORT - NONE

7. DIRECTOR'S REPORT - NONE

8. TOPICS FOR FUTURE BOARD CONSIDERATION - NONE

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

The Board concurred to cancel Closed Session.

- A. CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION
Pursuant to Government Code Paragraph (2) of Subdivision (d) of Section 54956.9 (FEHA Claim 202008-10882405 filed by Beverli Marshall)

- B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Paragraph (1) of Subdivision (d) of Section

Minutes
SAM Board Meeting
August 23, 2021

54956.9: (Half Moon Bay v. Granada CSD, Montara WSD & Sewer Authority
Mid-Coastside)

C. CONFERENCE WITH LEGAL COUNSEL – SIGNIFICANT RISK OF LITIGATION

D. CONFERENCE WITH LABOR NEGOTIATORS (§ 54957.6) Agency designated
Representatives: Kishen Prathivadi, General Manager; Jeremy Jungreis, General
Counsel; Christopher Boucher, Labor & Employment Counsel Employee
Organizations: IUOE, Local 39 and Unrepresented Employees

10. CONVENE IN OPEN SESSION (*Report Out on Closed Session Items*) - **NONE**

11. ADJOURNMENT

Chair Dye adjourned the meeting at 9:02 p.m.

Respectfully Submitted,

Approved By:

Suzie Turbay
Administrative Assistant

Board Secretary



SEWER AUTHORITY MID-COASTSIDE

Staff Report

TO: Honorable Board of Directors
THROUGH: Kishen Prathivadi, General Manager
FROM: Tim Costello, Supervisor of Technical / Field Services
SUBJECT: **Monthly Manager’s Report – July 2021**

Executive Summary

The purpose of this report is to keep the Board and public informed of SAM’s day-to-day operations.

Fiscal Impact

There is no fiscal impact from this report.

Strategic Plan Compliance

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

Background and Discussion/Report

The following data is presented for the month of July 2021.

Key Indicators of Performance

NPDES Permit Violations: 10
 Accidents, Injuries, etc.: 0
 Reportable Spills Cat 1: 0
 Reportable Spills Cat 2: 0
 Reportable Spills Cat 3: 0

Flow Report (See Attachment A)

Half Moon Bay	0.910	66.2%
Granada CSD	0.243	17.7%
<u>Montara W&SD</u>	<u>0.221</u>	<u>16.1%</u>
Total	1.374	100%

BOARD MEMBERS:	M. Clark	B. Dye	R. Lohman
	D. Penrose	D. Ruddock	K. Slater-Carter
ALTERNATE MEMBERS:	S. Boyd	E. Suchomel	P. Dekker
	J. Harvey	H. Rarback	

Administration

There were two Board Meetings, and no public records requests in the month of July 2021. There was one article in the Half Moon Bay Review, “Districts spend combined \$700,000 on sewer dispute, July 7, 2021. There has been no lost time work accidents since September 10, 2019. There were no new hires, and two anniversaries in the month of July, Kishen Prathivadi, General Manager, and Felipe Preciado, Collections Worker I.

Operations & Maintenance

The following permanent flow storage installations are in place and functioning properly.

Montara Pump Station – Walker Tank, which has a capacity of 434,000 gallons.

The Portola Station – Wet Weather Facility, which has a capacity of 200,000 gallons. Phase two of this project is complete now giving us an additional 200,000 or a combined total available storage volume of 400,000 gallons at this location.

The Portola Pump Station has the ability to use the Wet Weather Facility as a modified equalization basin if needed, (without mixing it is not ideal for this use) or as wet weather flow storage as originally designed.

We thought we were doing better until July rolled around in regards to process issues, sampling continues to be accelerated as the issues are persistent.

Right at the beginning of the month things started going pear shaped again. The MLSS concentrate began to drop and would not recover, we went from a concentration in the 2200 mg/L range down below 500 mg/L. It was clear that we were not treating properly both by results and visual observations. To say everyone was tired and frustrated is an understatement. We are trying multi pronged approaches to correct what is going on but it seems we are mostly in a reactive state treating the symptoms and unable to pinpoint the cause.

We sent samples in to EBS on the 14th, 19th and 27th this month in a continued effort to try to figure what is going on with the process. Along with input from process specialist from B & C and product enhancements we are trying to get things functioning properly.

These are bullets from the reports; A significant decrease in solids was measured in comparison to the 6/30 analysis. This is likely due to the recent upset and confirms the low solids numbers observed on-site. A slight increase in filament abundance in both

BOARD MEMBERS:	M. Clark	B. Dye	R. Lohman
	D. Penrose	D. Ruddock	K. Slater-Carter
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	J. Harvey	H. Rarback	

the MLSS and RAS samples was observed since last analysis. This abundant level is likely hindering sludge compaction and settle ability. The high percent of EPS measured in the MLVSS can also attribute to a poor settling sludge. This value has steadily increased since the 6/15 sample.

Filament abundance remains consistent with last analysis at an abundant level in the MLSS sample. The types of filaments present remain unchanged.

Advanced analytical data measured a significant amount of dimethyl benzyl ammonium compounds in the influent which could cause inhibition when bio-accumulated. Despite the elevated levels of Quaternary Ammonium Compounds (QAC), a significant portion is removed in the primary clarifiers. QACs are often associated with solids so a high removal rate is expected in the clarifiers. If primary treatment were to fail, the system could run the risk of coming in contact with these QACS in the MLSS and becoming inhibited over time. However, this does not appear to be occurring at this time.

Our results show an increase in the MLSS concentration up to over 1400 mg/L. This represents a 140% increase in MLSS since the 7/14 sample. However, the MLVSS has only increased 100% during the same time period, so a large increase in solids is due to inert (non-biomass) solids.

Filament abundance slightly increased and is now rated at a 5.5 out of 6 level. This indicates there are more than 20 filaments per piece of floc.

Foaming issues were reported as being observed on-site prior to this sample collection. The abundance of Actinomycetes has not changed since last week.

Due to a shortage an industry shortage with Ferric chloride we needed to do some jar testing to find an alternative that will work for us. Aluminum Chloride appears to have good results so we will likely be switching early next month.

Due to the high sample numbers we did have NPDES exceedances for both TSS, EFF BOD and percent removal. The BOD and TSS sample points had weekly and monthly exceedances. The Percent removal is monthly average for both the BOD and TSS and we fell below on both this month.

I have been openly communicating with Mr. Burrell at the state to be sure he is kept in the loop of what we have going on and our continuing struggles. I also like to keep an open line of communication so that I don't miss anything on reporting.

In regards to exceedances this month it looks like I will be reporting a total of ten, four weekly EFF TSS, one monthly EFF TSS, and one for the percent removal. We had two weekly BOD's, one monthly BOD, and one for percent removal.

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	J. Harvey	H. Rarback	

The goats were on property in July as part of the weed abatement program. Approximately 300 goats were used for grazing July 11 - July 15, 2020 (5 days). We will have the full SWCA report in the next meeting.

During the month of July 2021, rainfall was below normal for Half Moon Bay. The 10-year average for the area is 0.105 inches of rain in July, this web link has some very useful data for our area, <https://ggweather.com/hmb/> . We did get some rainfall to report for the month of July, but it was minimal at best. Rainfall totals were as follows: 0.11 inches at the treatment plant, 0.11 inches in the GCSD service are, and 0.31 inches at the MWSD weather station. Below the 10 year average still, much like the last few months. There were micro-climate variations verified by the data.

Below is a chronological summary of some of the occurrences during the month of July 2021.

- 7/1/2021 – Poly to MLSS eff, Adding Oxi fresh, work on portable poly unit, phone discussion with EBS environmental regarding most recent lab testing, different type of filament .
- 7/2/2021 – Adding poly to MLSS basin still to help with the settling problem, the filaments seem to be causing the problem and are not improving. Adding the Accelerator & product and the Smart BOD to help the process. Still experiencing bulking in the secondary's, adding chlorine directly to the foam to address the filaments. Started filling secondary number 2
- 7/3/2021 – Adding poly to MLSS still, add enhancements to MLSS basin to promote growth of biology, bulking continues to worsen.
- 7/4/2021 – Poly to MLSS still, adding enhancements to MLSS to promote biology growth, Bulking continues to worsen, shut down Portola to use as an EQ basin
- 7/5/2021 – SAM Holiday, adding Poly to MLSS still, adding enhancements to MLSS to promote biology growth, shut down Portola again to act like an EQ basin of sorts, still bulking
- 7/6/2021 – Poly to MLSS still, adding enhancements to MLSS to promote biology growth, bulking again, secondary # 2 online, working to balance flows through tanks to minimize lack of settling. Not good, we are doing what we can to minimize issues.

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- 7/7/2021 – Poly to MLSS still, adding enhancements to MLSS to promote biology growth, bulking again, Process meeting with Lance (process specialist) Lance has been working with the new polymer we got to try to see if he can figure out the best dose rate, we are having not so good luck with this newer product.
- 7/8/2021 – Poly to MLSS still, we are not seeing the desired effect with this new polymer, we've been fighting it for a few days and the frustration level is very high, adding enhancements to MLSS to promote biology growth, filaments are continuing to still be an issue, bulking continuing.
- 7/9/2021 – Isolate secondary #2 try to waste out bad biology that is not settling and has filaments, adding enhancements to MLSS basin Smart BOD and Accelerator 7 products, also adding Bio star product as we had results with that product before. Blanket throughout water column in secondary.
- 7/10/2021 – Isolate other secondary (# 1), in attempt to remove filaments and bad biology , added enhancements to MLSS basin Smart BOD and Accelerator 7 products, also adding Bio star product, bulking still, tank isolation didn't work as we hoped it might. Using Portola as EQ to help stabilize what we have.
- 7/11/2021 – Poly doesn't seem to be working well, tried variations secondary still won't settle, no flock, added enhancements to MLSS basin Smart BOD and Accelerator 7 products, also adding Bio star product, blanket entire column in secondary, adjust hypo down to a minimal amount, it was up for the filaments, nothing seems to be working.
- 7/12/2021 – Added enhancements to MLSS basin Smart BOD and Accelerator 7 products, also adding Bio star product, still using Portola as EQ (a daily event), Call with EBS to discuss biology, bulking still, blanket throughout water column, very young biology in clarifier, primarily single cell and some free swimming ciliates.
- 7/13/2021 – Added enhancements to MLSS basin Smart BOD and Accelerator 7 products, also adding Bio star product twice a day now mixing it with water and aerating for up to 12 hours to get it even more active prior to adding to mlss, EBS says this should enhance use of product, Portola still used for EQ.
- 7/14/2021 – Added enhancements to MLSS basin Smart BOD and Accelerator 7 products, also adding Bio star product twice a day, Portola still used for EQ increasing dosage of poly to MLSS eff to secondary inf, secondary blanket throughout water column.

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- 7/15/2021 – Added enhancements to MLSS basin Smart BOD and Accelerator 7 products, also adding Bio star product twice a day, Portola still used for EQ increasing dosage of poly to MLSS eff to secondary inf, blanket throughout water column. Adding 6 - 250 gallon totes of poly at about 0.4 % each day, that's a lot. Secondary blanket throughout water column, getting dark.
- 7/16/2021 – Adding Biostar product to MLSS basin, mixing on the front end now before applying as this is supposed to give a greater bang for the buck regarding application. Adding smart BOD and accelerator 7 to help with the whole enhancement of the MLSS basin. Have poly going to MLSS eff to assist with the settling in the secondary's, bulking is still an issue. Using Portola as a EQ basin still so we don't blow everything out the back end. Try Increasing RAS with Portola off to draw more from secondary, results questionable. Painter on site working on the #2 water building and keeping that project moving forward. Mass coordination effort ensued in order to get seed sludge delivery lined up from SVCW to our facilities, lot of people involved to make it happen I think we got the green light just before 5pm. We will be getting two loads a day of 3000 gallons each for the next five consecutive days, the concentration is about 2,700 mg/l.
- 7/17/2021 – Adding the Biostar product as well as the smart BOD and Accelerator 7. Poly going to MLSS eff for secondary bulking issue that is continuing. Received the first two loads of the seed sludge today, let's hope for the best. Still using Portola for EQ.
- 7/18/2021 – Adding the Biostar product as well as the smart BOD and Accelerator 7. Poly going to MLSS eff for secondary bulking issue that is continuing. Day two of the seed sludge today. Still using Portola for EQ.
- 7/19/2021 – Adding the Biostar product as well as the smart BOD and Accelerator 7. Poly going to MLSS eff for secondary bulking issue that is continuing. Day three of the seed sludge today. Still using Portola for EQ. Painters here working on #2 water building. Brandon on site prepping for the water pump project. Spoke with Lance ,(B &C), via phone. EBS got back to us, no significant inhibitory levels from the sample we sent from rocket farms, we will pull another and check for metals.
- 7/20/2021 – Adding the Biostar product as well as the smart BOD and Accelerator 7. Poly going to MLSS eff for secondary bulking issue that is continuing. Day four of the seed sludge today. Portola off again for EQ, Calcon working in MB2, painter here working #2 water project. Going to try stopping poly and just go with the ferric addition tonight, (consultant recommendation), started low dose CL2 to RAS, (consultant recommendation).

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- 7/21/2021 – Adding the Biostar product as well as the smart BOD and Accelerator 7. Ferric to MLSS eff to help with bulking, did some more jar testing today going to try a ferric / poly combination to see if that helps with the settling. Meeting with the Brown and Caldwell folks about plant issues and basin evaluations. Still bulking in the clarifier, it appear to have some improvement with the poly / ferric combo.
- 7/22/2021 – Adding the Biostar product as well as the smart BOD and Accelerator 7. Lance onsite working with operator, set up both secondary's for the ferric poly combo. Still bulking but small signs of improvements.
- 7/23/2021 – Add biostar product, smart bod, accelerator 7, Jar testing alum product as we are going to run out of ferric due to supply issues on the west coast. Good results with 20 mg/L of the alum and poly combination. Application is going to be the key and decent mixing which is another hurdle we have to figure out. Floc Load was delivered today.
- 7/24/2021 – Added the Biostar product twice, once in the AM and once in the PM, added the smart BOD and the Accelerator 7 as well, blankets are 11 ft with fluff on top.
- 7/25/2021 – Added Floc Load to the MLSS basin this morning, we needed to shut off the poly addition since the combination of the floc load and the polymer can create little gelatinous gobs that can an issue. Added the Biostar product in the afternoon.
- 7/26/2021 – Came in in the morning to find Ferric line had broken at the fitting, got that repaired but not before it made a little mess and wasted Ferric that we are already short on. Added Biostar twice today morning and afternoon.
- 7/27/2021 – Lance from Brown and Caldwell in to work with the operators on process issues. Added Biostar product just once today. Sent off a sample to the lab for microscopic examination.
- 7/28/2021 – Lance here working with operators again, meeting with the operations team to discuss progress and where we are now. Still not in a great place but showing minimal signs of improvement.
- 7/29/2021 – Cleaned chlorine contact basin number one due to solids accumulation in the basin, sent the blanket portion to AB 1 & 2 for storage for now until we can dispose of it. Spoke with Lance via phone in the afternoon to discuss strategy for the weekend and pitfalls to avoid.
- 7/30/2021 – R & S Erection here to replace the back door by the lab, the transom window was rotting out and we don't want it falling on anyone. Add Bio

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star product, Smart BOD and Accelerator 7, slight increase in the cl2 to RAS to beat down the filaments, ferric and poly to MLSS Eff, adjust ferric down at 11pm (overnight setting).

7/31/2021 – Calcon in investigating issues with W.A.S. flow metering not reading correctly, added bio star, smart BOD, Accelerator 7, 11 pm ferric adjustment for overnight.

Other activities are listed below;

There were 10 deliveries (approximately 6,300 gallons) of trucked waste discharged at the SAM Plant for a total revenue of \$ 630.00. There were no leachate deliveries to the SAM IPS line in the month of July 2021, for a total leachate volume of 0 gallons.

The NPDES data report for July 2021 is attached reference (Attachment B).

Contract Collection Services

The SAM crew cleaned 26,477 feet of sewer line and responded to eleven service calls in contract service areas. Seven were sewer line related and four were maintenance service calls. Six of the callouts were during regular business hours, and five were after hour calls. One call was in HMB, two calls were in the GCSD service area, and eight calls were in the MWSD service area.

HMB – The service call in HMB was on 7/10 for a clean out backup in the backyard. Crew arrived and flushed main finding no obstruction. Advised homeowner to contact a plumber to resolve issue.

There were no maintenance calls in HMB area during July.

GCSD – The service calls in the GCSD area were as follows; 7/8 – Call was for a slow toilet, Crew arrived and flushed main finding no obstructions. No property line cleanout to be found. Owner stated that a plumber was on the way to help resolve issue. 7/26 - Owner noticed backup at on property. Crew arrived and flushed main finding no obstruction. Unable to locate property line clean out, advised homeowner to contact plumber to resolve issue.

There were no maintenance calls in the GCSD area during the month of July.

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MWSD – The service call in the MWSD area were as follows; 7/9 - Call for slow drains. Crew arrived and flushed main finding no obstructions. Lateral line goes through a bunch of cypress trees. Line was recently snaked out removing roots, owner said they would call out rooter company again. 7/11 - Flushed main, no obstruction. Contacted district to make sure it was not an issue with line replacements in the area. District engineer reached out to contractor to investigate. 7/19 - Call for Waterfall noise inside manhole. Crew arrived to find grease blocking the drop hole so the water was cascading from the top making the splashing noise. Removed grease and flushed main, better now. 7/21 - This is the last house on the, crew flushed the main and suggested to homeowner to periodically flush with water to make sure things are moving. Did find some construction debris in line, notify district of findings.

The maintenance service calls in the MWSD area this month were as follows; 7/7 - Airport lift station power glitch. Genny did not run, reset alarms and checked station for normal operation. 7/9 - Seal cove area, grinder pump response. Issue was on house side of grinder. Pump was replaced due to age and rotating shaft was loose from excess wear. Vault was vactored out and tested pump for proper operation. 7/20 - Date Harte lift station response. Pump #1 failed to start, motor starter tripped. Pulled pump, found shirt bound up in the volute / impeller. Removed shirt, reinstalled, checked for normal operation. 7/24 - Seal cove # 1 response. Alarm due to low battery voltage for keypad. Replace battery, cleared alarms, checked station for normal operation.

The July 2021 collection system data report is provided for the Board’s information. There were no Category 1, no Category 2’s, and no Category 3 SSO’s during the month of July 2021.

Staff Recommendation

Staff recommends that the Board receive the Manager’s Report for July 2021.

Supporting Documents

- Attachment A: Monthly Flow Report July 2021
- Attachment B: Monthly NPDES Report July 2021
- Attachment C: Collection System Data July 2021
- Attachment D: Contract Collection Service Report July 2021

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Attachment A

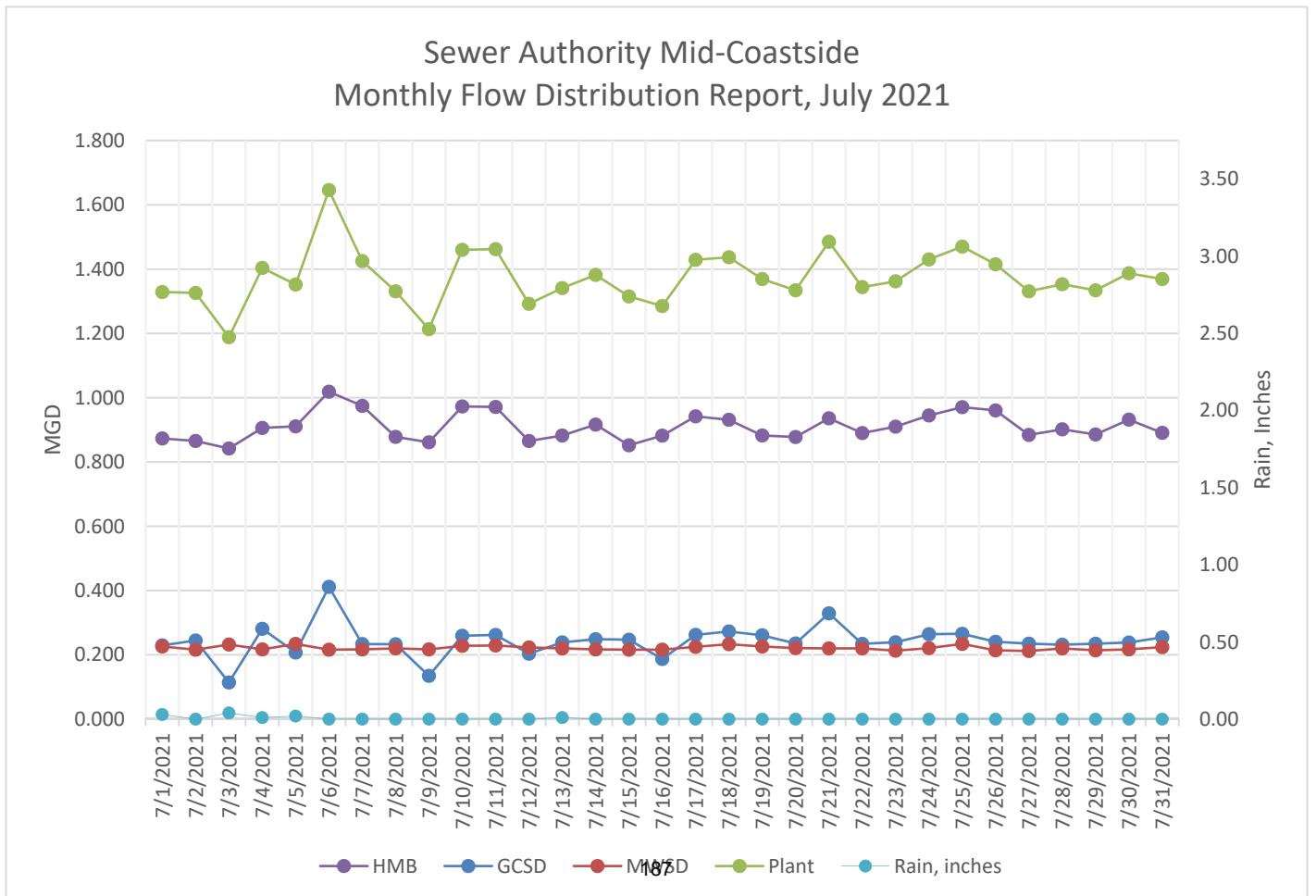
Flow Distribution Report Summary for July 2021

The daily flow report figures for the month of July 2021 have been converted to an Average

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

The summary of the ADF information is as follows:

	<u>MGD</u>	<u>%</u>
The City of Half Moon Bay	0.910	66.2%
Granada Community Services District	0.243	17.7%
Montara Water and Sanitary District	<u>0.221</u>	<u>16.1%</u>
Total	1.374	100.0%



Sewer Authority Mid-Coastside

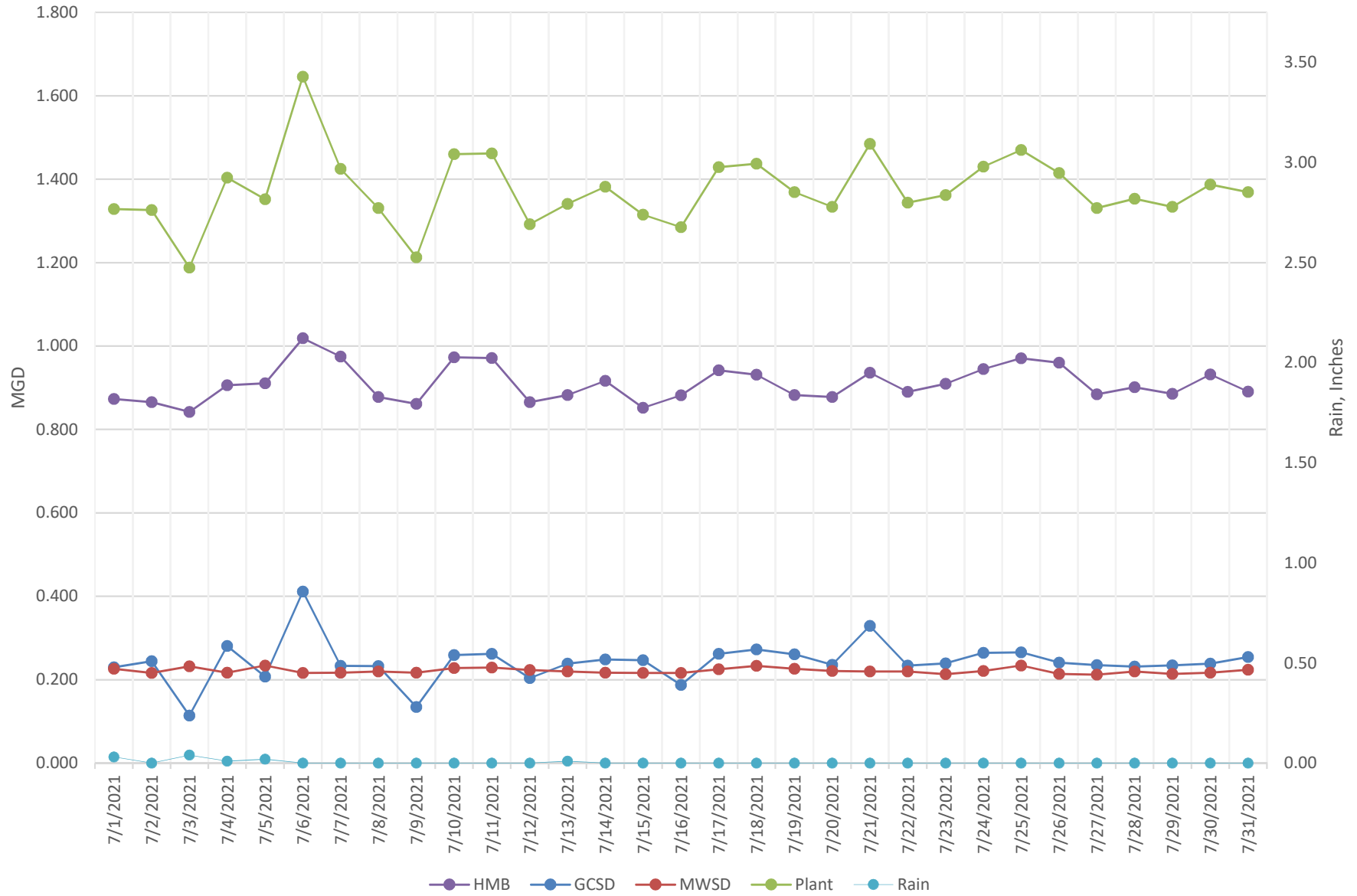
Monthly Flow Distribution Report for July 2021

<u>Date</u>	<u>HMB</u>	<u>GCSD</u>	<u>MWSD</u>	<u>Plant</u>	<u>Rain Plant</u>	<u>Rain Portola</u>	<u>Rain Montara</u>
7/1/2021	0.873	0.230	0.226	1.329	0.03	0.05	0.04
7/2/2021	0.865	0.245	0.216	1.326	0.00	0.00	0.01
7/3/2021	0.842	0.114	0.232	1.188	0.04	0.00	0.02
7/4/2021	0.906	0.281	0.217	1.404	0.01	0.01	0.02
7/5/2021	0.911	0.207	0.234	1.352	0.02	0.02	0.03
7/6/2021	1.019	0.411	0.216	1.646	0.00	0.00	0.03
7/7/2021	0.975	0.233	0.217	1.425	0.00	0.00	0.03
7/8/2021	0.878	0.233	0.220	1.331	0.00	0.00	0.00
7/9/2021	0.861	0.135	0.217	1.213	0.00	0.00	0.00
7/10/2021	0.973	0.259	0.228	1.460	0.00	0.00	0.00
7/11/2021	0.971	0.262	0.229	1.462	0.00	0.00	0.00
7/12/2021	0.865	0.204	0.223	1.292	0.00	0.00	0.03
7/13/2021	0.882	0.239	0.220	1.341	0.01	0.02	0.03
7/14/2021	0.916	0.249	0.217	1.382	0.00	0.01	0.02
7/15/2021	0.852	0.247	0.216	1.315	0.00	0.00	0.05
7/16/2021	0.882	0.187	0.216	1.285	0.00	0.00	0.00
7/17/2021	0.942	0.262	0.225	1.429	0.00	0.00	0.00
7/18/2021	0.931	0.273	0.233	1.437	0.00	0.00	0.00
7/19/2021	0.882	0.261	0.226	1.369	0.00	0.00	0.00
7/20/2021	0.878	0.235	0.221	1.334	0.00	0.00	0.00
7/21/2021	0.936	0.329	0.220	1.485	0.00	0.00	0.00
7/22/2021	0.890	0.234	0.220	1.344	0.00	0.00	0.00
7/23/2021	0.910	0.239	0.213	1.362	0.00	0.00	0.00
7/24/2021	0.945	0.264	0.221	1.430	0.00	0.00	0.00
7/25/2021	0.970	0.266	0.234	1.470	0.00	0.00	0.00
7/26/2021	0.960	0.241	0.214	1.415	0.00	0.00	0.00
7/27/2021	0.884	0.235	0.212	1.331	0.00	0.00	0.00
7/28/2021	0.902	0.231	0.220	1.353	0.00	0.00	0.00
7/29/2021	0.885	0.235	0.214	1.334	0.00	0.00	0.00
7/30/2021	0.932	0.238	0.217	1.387	0.00	0.00	0.00
7/31/2021	0.891	0.254	0.224	1.369	0.00	0.00	0.00
Totals	28.209	7.533	6.858	42.600	0.11	0.11	0.31

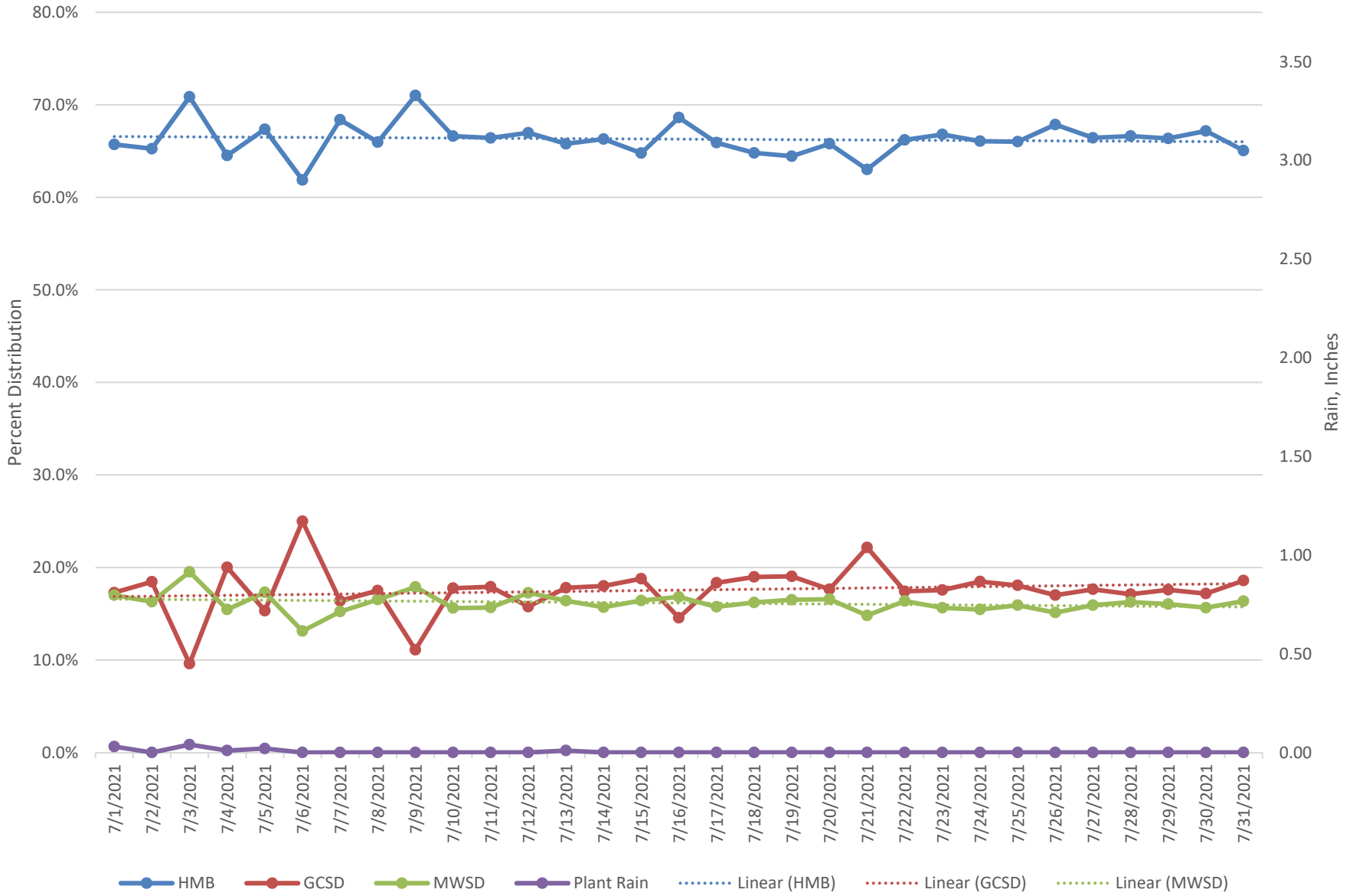
Summary

	<u>HMB</u>	<u>GCSD</u>	<u>MWSD</u>	<u>Plant</u>
Minimum	0.842	0.114	0.212	1.188
Average	0.910	0.243	0.221	1.374
Maximum	1.019	0.411	0.234	1.646
Distribution	66.2%	17.7%	16.1%	100.0%

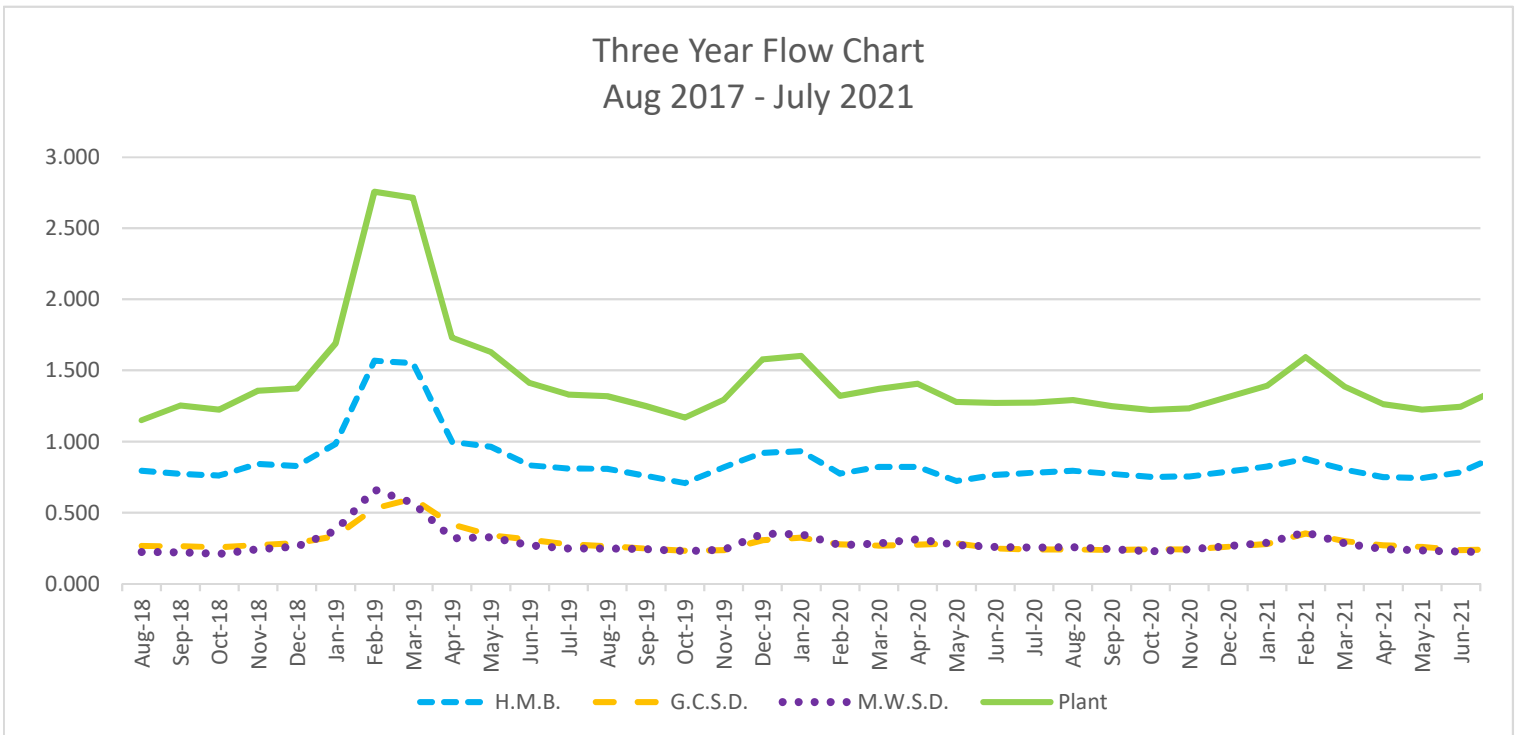
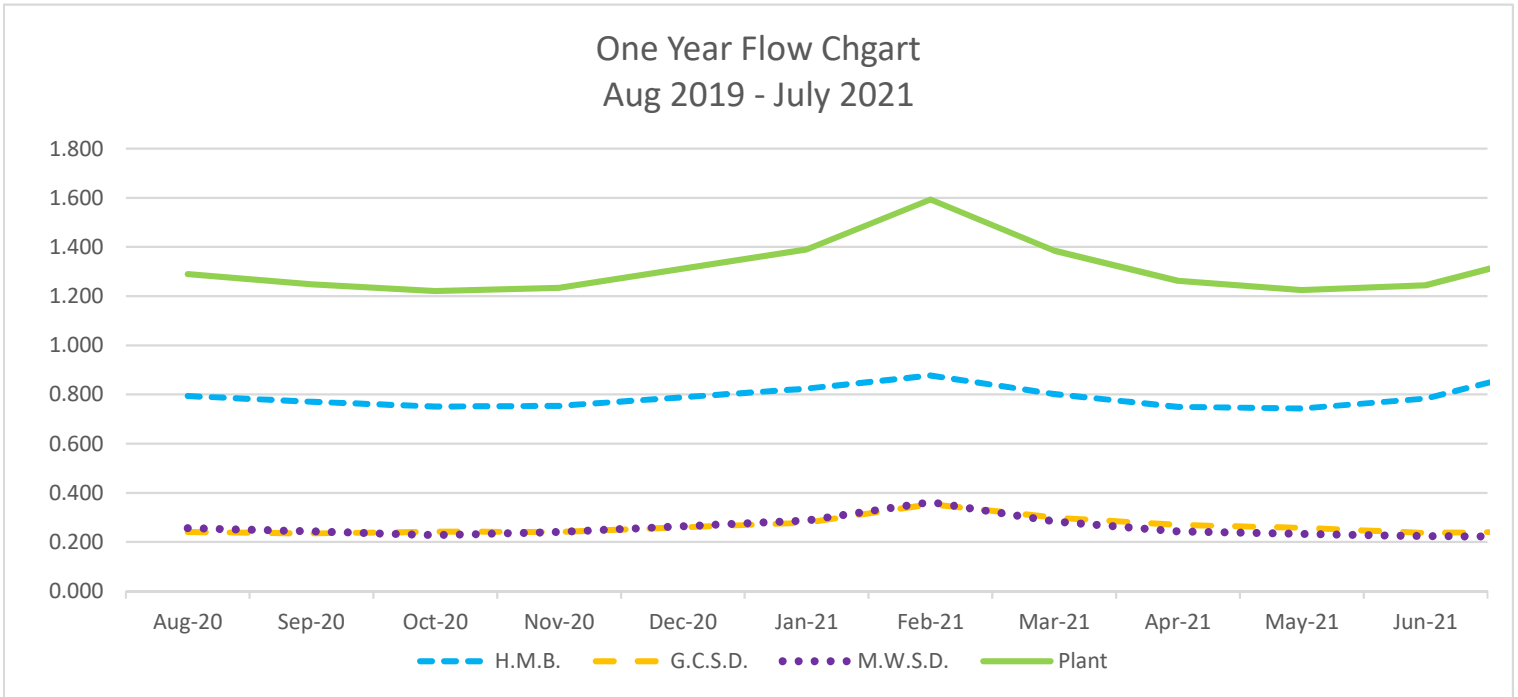
Sewer Authority Mid-Coastside Monthly Flow Distribution Report, July 2021



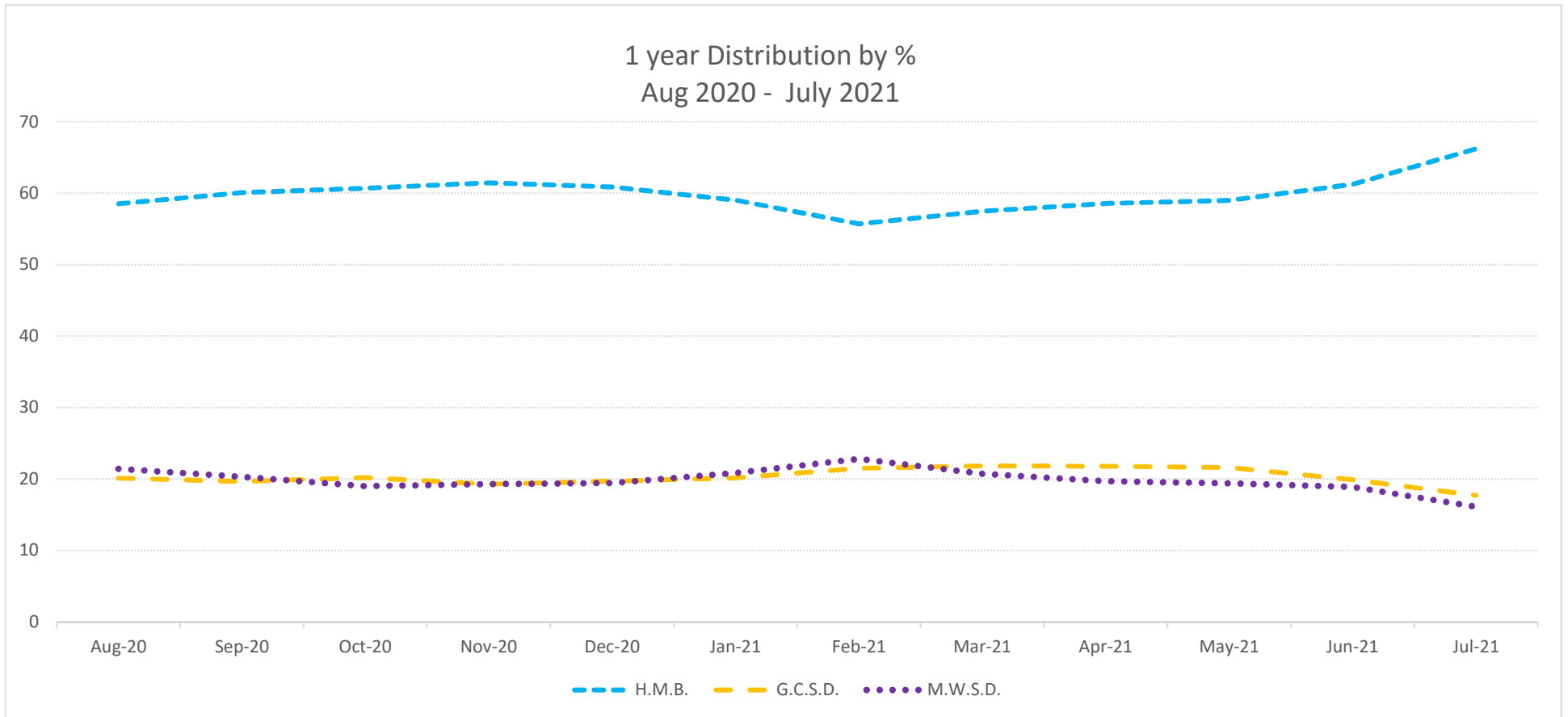
Percent Distribution July 2021



Most recent flow calibration March 2021 PS, March 2021 Plant



Flow based percent distribution based for past year



SAM E-001 July 2021

Date	Inf TSS mg/l	Eff TSS mg/l	Eff TSS Weekly Avg	TSS % Removal	Inf BOD mg/l	I° Eff BOD mg/l	Eff BOD mg/l	Eff BOD Weekly Avg mg/l
7/1/2021	310	7.00		97.7%	390	290	7.0	
7/2/2021	220	7.50		96.6%	360	270	8.2	
7/3/2021			7.25					7.60
7/4/2021								
7/5/2021	270				360	220		
7/6/2021	290	270.00		6.9%	440	240	30.0	
7/7/2021	350	16.00		95.4%	310	260	14.0	
7/8/2021	260	34.00		86.9%	360	210	22.0	
7/9/2021	320	120.00		62.5%	360	270	83.0	
7/10/2021			110.00					37.25
7/11/2021	230	160.00		30.4%	260	220	45.0	
7/12/2021	260	270.00		-3.8%	280	270	59.0	
7/13/2021	320	280.00		12.5%	280	240	63.0	
7/14/2021	220	140.00		36.4%	350	260	73.0	
7/15/2021	270	62.00		77.0%	450	270	75.0	
7/16/2021	280	110.00		60.7%	440	260	100.0	
7/17/2021			170.33					69.17
7/18/2021	340	180.00		47.1%	290	220	50.0	
7/19/2021	270	220.00		18.5%	470	250	79.0	
7/20/2021	320	130.00		59.4%	220	210	18.0	
7/21/2021	290	330.00		-13.8%	370	240	180.0	
7/22/2021	310	280.00		9.7%	250	210	170.0	
7/23/2021	310	86.00		72.3%	300	250	50.0	
7/24/2021			204.33					91.16
7/25/2021	260	120.00		53.8%	520	360	76.0	
7/26/2021	300	55.00		81.7%	580	350	53.0	
7/27/2021	260	34.00		86.9%	400	300	25.0	
7/28/2021	260	25.00		90.4%	450	330	23.0	
7/29/2021	240	27.00		88.8%	300	260	23.0	
7/30/2021	280	25.00		91.1%	350	250	27.0	
7/31/2021			47.67					37.83
Count	25	24	5	24	25	25	24	5
Minimum	220	7.00	7.25	-13.8%	220	210	7.0	7.6
Average	282	124.52	107.92	56.0%	366	260	56.4	48.6
Maximum	350	330.00	204.33	97.7%	580	360	180.0	91.2
Percent Removal				85				
5 Sample Median								
High								
Low								
Daily Max								
Weekly Max			45					45
Monthly Average		30					30	

SAM E-001 July 2021

Date	BOD % Removal	Eff Settleeable Matter mg/l	Eff Settleeable Matter Weekly Avg mg/l	Eff Turbidity NTU	Eff Turbidity Weekly Avg NTU	Chlorine Residual Day Max
7/1/2021	98.2%					0.00
7/2/2021	97.7%					0.00
7/3/2021						0.00
7/4/2021						0.00
7/5/2021						0.00
7/6/2021	93.2%	160.0		110		0.00
7/7/2021	95.5%	ND		8.3		0.00
7/8/2021	93.9%					0.00
7/9/2021	76.9%					0.00
7/10/2021			80.00		59.15	0.00
7/11/2021	82.7%					0.00
7/12/2021	78.9%					0.00
7/13/2021	77.5%					0.00
7/14/2021	79.1%	ND		75.00		0.00
7/15/2021	83.3%	ND		40.00		0.00
7/16/2021	77.3%					0.00
7/17/2021			ND		57.50	0.00
7/18/2021	82.8%	180.00		90.00		0.00
7/19/2021	83.2%	140.00		110.00		0.00
7/20/2021	91.8%					0.00
7/21/2021	51.4%					0.00
7/22/2021	32.0%					0.00
7/23/2021	83.3%					0.00
7/24/2021			160.00		100.00	0.00
7/25/2021	85.4%					0.00
7/26/2021	90.9%	10		20.00		0.00
7/27/2021	93.8%	3.0		34.00		0.00
7/28/2021	94.9%					0.00
7/29/2021	92.3%					0.00
7/30/2021	92.3%					0.00
7/31/2021			6.50		27.00	0.00
Count	24	5	3	8	4	31
Minimum	32.0%	3.0	< 6.50	8.30	27.00	0.0
Average	83.7%	98.60	82.17	60.91	60.91	0.0
Maximum	98.2%	180.0	160.0	110.00	100.00	0.0
Percent Removal	85					
5 Sample Median						
High						
Low						
Daily Max				225		4.8
Weekly Max					100	
Monthly Average				75		

SAM E-001 July 2021

Date	Chlorine time Minutes	Ammonia Nitrogen Distilled mg/l	Eff pH	Eff Temp	Enterococci MPN	30 day geo mean	Eff DO mg/l	Eff DO % Saturation
7/1/2021	0.00		7.16	20.6			6.99	77.5
7/2/2021	0.00		7.24	20.6			6.60	73.5
7/3/2021	0.00		7.17	20.4			7.19	79.8
7/4/2021	0.00		6.94	21.0			6.90	77.3
7/5/2021	0.00		7.03	20.5			6.46	71.5
7/6/2021	0.00		7.12	20.4			6.58	72.8
7/7/2021	0.00	37.0	7.04	19.8	ND		6.98	76.3
7/8/2021	0.00		7.19	20.1			6.86	75.8
7/9/2021	0.00		7.16	20.0			7.14	78.7
7/10/2021	0.00		7.20	19.9		< 10.00	6.88	75.8
7/11/2021	0.00		7.19	20.4			6.15	68.0
7/12/2021	0.00		7.24	20.0			5.33	58.1
7/13/2021	0.00		7.20	20.2			5.38	59.0
7/14/2021	0.00		7.17	19.6			6.27	68.5
7/15/2021	0.00	35.0	6.99	20.0	20		5.83	64.0
7/16/2021	0.00		7.18	19.8			5.62	61.4
7/17/2021	0.00		7.17	19.8		< 10.00	5.89	64.4
7/18/2021	0.00		7.23	20.5			5.46	60.6
7/19/2021	0.00	36.0	7.35	20.3	ND		5.74	63.3
7/20/2021	0.00		7.21	20.2			6.04	66.5
7/21/2021	0.00		7.19	20.1			6.13	67.6
7/22/2021	0.00		7.07	20.2			5.95	65.6
7/23/2021	0.00		6.99	20.1			6.75	74.3
7/24/2021	0.00		6.97	20.1		< 10.00	7.13	78.7
7/25/2021	0.00		6.99	20.6			6.23	69.2
7/26/2021	0.00		6.80	20.4			6.48	71.7
7/27/2021	0.00	36.0	7.26	20.9	ND		6.49	72.6
7/28/2021	0.00		7.01	20.5			6.83	75.9
7/29/2021	0.00		6.97	20.8			7.17	80.3
7/30/2021	0.00		7.03	20.0			7.10	78.3
7/31/2021	0.00		7.02	20.7		< 10.00	6.90	76.8
Count	31	4	31	31	1	4	31	31
Minimum	0.00	35.0	6.80	19.6	< 20	< ND	5.33	58.1
Average	0.0	36.0	7.11	20.3	< 20	< 10	6.43	71.1
Maximum	0.00	37.0	7.35	21.0	20	< 10.0	7.19	80.3
Percent Removal								
5 Sample Median						2,800		
High			9					
Low			6					
Daily Max					8,300			
Weekly Max								
Monthly Average								

Sewer Authority Mid-Coastside

Monthly Collection System Activity/SSO Distribution Report, July 2021

July 2021

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

12 Month Moving Total

	Total	<i>12 month rolling Number</i>			
		HMB	GCSD	MWSD	SAM
Roots	1	0	0	1	0
Grease	0	0	0	0	0
Mechanical	0	0	0	0	0
Wet Weather	0	0	0	0	0
Other	1	0	0	1	0
Total	2	0	0	2	0
		0%	0%	100%	0%

Reportable SSOs

	Total	<i>Reportable Number of S.S.O.'s</i>			
		HMB	GCSD	MWSD	SAM
July 2021	0	0	0	0	0
12 Month Moving Total	2	0	0	2	0

SSOs / Year / 100 Miles

	Total	<i>Number of S.S.O.'s /Year/100 Miles</i>			
		HMB	GCSD	MWSD	SAM
July 2021	0.0	0.0	0.0	0.0	0.0
12 Month Moving Total	1.9	0.0	0.0	7.4	0.0
Category 1	0.0	0.0	0.0	0.0	0.0
Category 2	0.0	0.0	0.0	0.0	0.0
Category 3	1.9	0.0	0.0	7.4	0.0
Miles of Sewers	104.5	37.0	33.2	27.0	7.3
		35.4%	31.8%	25.8%	7.0%

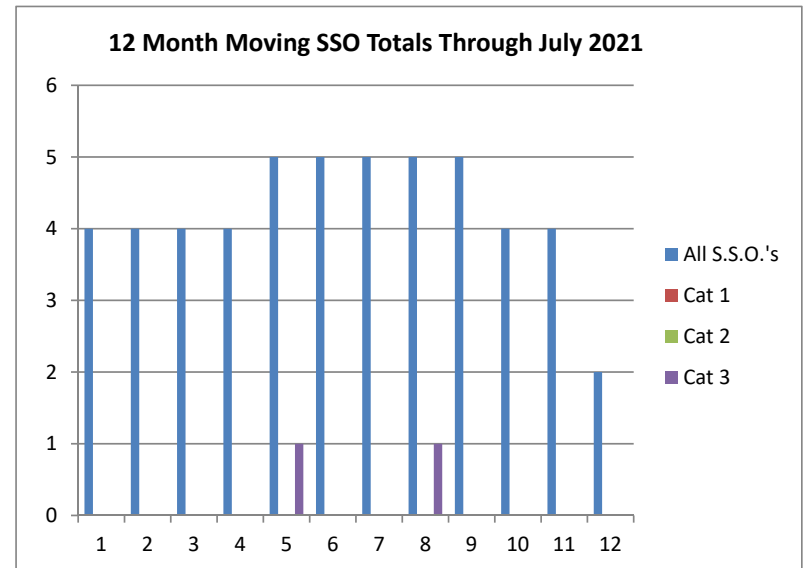
12 Month Rolling Total Sewer Cleaning Summary

Month	HMB	GCSD	MWSD	Total Feet	Total Miles
Aug - 20	15,475	20,299	7,883	43,657	8.3
Sept - 20	12,942	18,428	4,067	35,437	6.7
Oct - 20	11,459	14,887	8,999	35,345	6.7
Nov - 20	11,229	23,059	9,482	43,770	8.3
Dec - 20	17,235	16,367	4,540	38,142	7.2
Jan - 21	9,147	11,987	2,909	24,043	4.6
Feb - 21	8,887	7,652	5,483	22,022	4.2
Mar - 21	12,401	11,943	4,691	29,035	5.5
April - 21	10,839	2,172	6,565	19,576	3.7
May - 21	12,472	986	6,281	19,739	3.7
June - 21	10,450	3,278	4,743	18,471	3.5
July - 21	13,852	9,054	3,571	26,477	5.0

Annual ft	146,388	140,112	69,214	355,714	
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Annual Mi.	27.7	26.5	13.1		67.4
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Attachment C



TASK SUMMARY- GCSD 2021-2022

Task	Target Total	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	Total to Date	% Complete
Sewer Line Cleaning	87,000	7,608												7,608	9%
Hot Spot Cleaning	5,400	1,587												1,587	29%
Lift Station Inspection - Daily	52	4												4	0%
Lift Station Inspection - Annually	3	-												-	0%
Maint. Work Orders - Completed	-	4												4	-
Maint. Work Orders - Incomplete	-													-	-
Manhole Inspection	879	44												44	5%
USA Markings	372	74												74	20%
F.O.G. Inspections Completed	10	-												-	0%
F.O.G. Inspections Passed	10	-												-	0%
F.O.G. Inspection Failed	-	-												-	-
Lateral Inspections	-	-												-	-
Customer Service Call - Reg	-	2												2	-
Customer Service Call - OT	-	-												-	-
SSO Response - Category 1	-	-												-	-
SSO Response - Category 2	-	-												-	-
SSO Response - Category 3	-	-												-	-
Insurance Claims Filed	-	0												-	-



SEWER AUTHORITY MID-COASTSIDE
Finance Committee *Special Meeting* Agenda
11 am to 12 noon on Thursday September 2, 2021

Directors will attend the meeting through teleconferencing pursuant to and as permitted by Executive Order N-29-20. Consistent with Executive Order N-29-20, the San Mateo County Health Officer shelter in place order issued on March 16, 2020, members of the public may observe the open session portions of the meeting electronically by using the following link:

Join Zoom Meeting

<https://us02web.zoom.us/j/88509140281?pwd=ZnpsZUJmNkZuRXhLNWVsNFILTDNIodz09>

Meeting ID: 885 0914 0281

Passcode: 004354

One tap mobile

+16699006833,,88509140281#,,,,*004354# US (San Jose)

Dial by your location

+1 669 900 6833 US (San Jose)

Meeting ID: 885 0914 0281

Passcode: 004354

Find your local number: <https://us02web.zoom.us/j/88509140281>

1. ROLL CALL

Debbie Ruddock (HMB)

Barbara Dye (GCSD)

Kathryn Slater-Carter (MWSD)

2. REGULAR BUSINESS

A. Approval of Minutes July 29, 2021

B. Budget vs Actual 4th Quarter FY 20-21

3. NEXT REGULAR MEETING

September 16, 2021



**SEWER AUTHORITY MID-COASTSIDE
Board of Directors Meeting Agenda**

Regular Board Meeting 7:00 PM, Monday, September 13, 2021

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

Directors will attend the meeting through teleconferencing pursuant to and as permitted by Executive Order N-29-20, as extended to September 30, 2021 per Governor issued Executive Order N-08-21. Consistent with Executive Order N-29-20, Executive Order N-08-21, and the guidance issued by the San Mateo County Health Officer, members of the public may observe and participate in the open session portions of the meeting electronically by using the following link:

Join Zoom Meeting

<https://us02web.zoom.us/j/89181769373?pwd=S2NDYWVEMUxXU0c2QnRrS1ZKV2J4Zz09>

Meeting ID: 891 8176 9373

Passcode: 782035

One tap mobile

+16699006833,,89181769373#,,,,*782035# US (San Jose)

Dial by your location

+1 669 900 6833 US (San Jose)

Meeting ID: 891 8176 9373

Passcode: 782035

Find your local number: <https://us02web.zoom.us/j/89181769373>

If you have a disability and require special assistance related to participating in this teleconference meeting, please contact the Authority at least two working days in advance of the meeting at (650) 726-0124 or via email at kishen@samcleanswater.org.

1. CALL TO ORDER

A. Roll Call:

Chair:	Barbara Dye (GCSD)
Vice-Chair:	Deborah Ruddock (HMB)
Secretary/Treasurer:	Kathryn Slater-Carter (MWSD)
Director:	Dr. Deborah Penrose (HMB)
Director:	Ric Lohman (MWSD)
Director:	Matthew Clark (GCSD)

2. PUBLIC COMMENT / ORAL COMMUNICATION

Members of the public are welcome to submit comments via e-mail by sending them to kishen@samcleanswater.org. All comments so submitted prior to 7 pm on September 13, 2021 will be read out loud during the discussion of the respective item(s) identified in the e-mail; comments without such identification shall be read during this Item. Members of the public may also provide comments telephonically or electronically on individual items following recognition by the Board Chair presiding over the meeting.

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

- A. Approve Minutes of August 23, 2021 Regular Board Meeting (**Attachment**)
- B. Approve Disbursements for September 13, 2021 (**Attachment**)

4. REGULAR BUSINESS *(The Board will discuss, seek public input, and possibly take action on the following items)*

- A. Clarification on the Presentation Done by Brown and Caldwell on SAM Treatment Plant Process and Upset Capacity Discussion on August 23 (**Attachment**)
- B. Discuss Resolution 10-2016 Titled Fixing the Time and Place for the Regular Meetings of the Board of Directors of the Sewer Authority Mid-Coastside, Designating the Location of the Authority's Office and Official Mailing Address, and Establishing the Order of Business and Rules for its Proceedings (**Attachment**)
- C. Implementation of Non-Domestic Waste Source Control Program and Resolution 2-94 (**Attachment**)

5. GENERAL MANAGER'S REPORT

6. ATTORNEY'S REPORT

7. DIRECTORS' REPORT

8. TOPICS FOR FUTURE BOARD CONSIDERATION (**Attachment**)

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

- A. CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION
Pursuant to Government Code Paragraph (2) of Subdivision (d) of Section 54956.9 (FEHA Claim 202008-10882405 filed by Beverli Marshall)
- B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Paragraph (1) of Subdivision (d) of Section 54956.9: (Half Moon Bay v. Granada CSD, Montara WSD & Sewer Authority Mid-Coastside)
- C. CONFERENCE WITH LEGAL COUNSEL –SIGNIFICANT RISK OF LITIGATION (1 CASE) Pursuant to Government Code Section 54956.9 (d) (2)

D. CONFERENCE WITH LABOR NEGOTIATORS (§ 54957.6)

Agency designated representatives: Kishen Prathivadi, General Manager; Jeremy Jungreis, General Counsel; Christopher Boucher, Labor & Employment Counsel
Employee organizations: IUOE, Local 39 and Unrepresented Employees

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

11. ADJOURNMENT

- Upcoming Regular Board Meetings: September 27, 2021 and October 11, 2021

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

INFORMATION FOR THE PUBLIC

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

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

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

ITEM #6



GRANADA COMMUNITY SERVICES DISTRICT

MINUTES BOARD OF DIRECTORS SPECIAL AND REGULAR MEETINGS

August 19, 2021

**THIS MEETING WAS HELD VIA TELE-CONFERENCE AS PERMITTED BY
STATE EXECUTIVE ORDER N-29-20.**

CALL SPECIAL MEETING TO ORDER

The Special Meeting was called to order at 6:34 pm.

ROLL CALL

President Matthew Clark, Vice President Eric Suchomel, Director Barbara Dye, Director Nancy Marsh, and Director David Seaton.

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

GENERAL PUBLIC PARTICIPATION

None.

ADJOURN TO CLOSED SESSION

- 1. Conference with Real Property Negotiator (Government Code Section 54956.8).** Property: 480 Avenue Alhambra, El Granada, California.
District's Negotiator: Chuck Duffy
Negotiating parties: Candise D'Acquisto (Owner) Picasso Preschool and Granada Community Services District.
Under negotiation: Instruction to negotiator regarding price and terms of lease.
- 2. Conference with Legal Counsel – Existing Litigation (Government Code Section §54956.9(d)(1)).**
City of Half Moon Bay v. Granada Community Services District and Montara Water and Sanitary District (RPI, Sewer Authority Mid-Coastside) – Santa Clara County Superior Court Case No. 17CV316927.
- 3. Conference with Legal Counsel – Anticipated Litigation**
Significant exposure to litigation pursuant to Government Code Section §54956.9(d)(2) (One Case)

RECONVENE TO OPEN SESSION

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 7:33 p.m.

ROLL CALL

GENERAL PUBLIC PARTICIPATION

None.

ACTION AGENDA

1. Report from San Mateo County Regarding Quarry Park Pump Track Mitigation.

There was no information provided on the pump track mitigation, but Mr. Duffy said he would check with Nicholas Calderon from the County.

2. Consideration of Support for Fire Protection Efforts in El Granada.

This item was placed on the agenda at the request of President Clark, who explained his concerns regarding the Eucalyptus tree fire danger in El Granada. He introduced Len Erickson of the Midcoast Community Council, who said there are two County projects; tree removal by CAL Fire and a Resource Conservation District Grant.

ACTION: Director Dye moved to authorize a letter of general support for the anti-fire efforts. (Dye/Marsh). Approved 5-0.

3. Report on Parks and Recreation Activities.

PAC Chair Pat Tierney reported on the summer recreation programs, which included a movie night in Quarry Park and two nature walks. Director Marsh reported that the District will be organizing another movie night in September. The Board thanked PAC members Tierney and Dragony for their efforts in coordinating the programs.

4. Public Hearing: Consideration to Approve Fiscal Year 2021/22 District Budget.

This item and the public hearing were continued from the July meeting, as the General Manager needed to amend the budget based upon the Board's approval of the 480 Avenue Alhambra property purchase and financing at that meeting. The attached budget incorporates those revisions. Director Marsh highlighted several corrections to the Parks budget which staff will incorporate and post to the final agenda and website.

Board President Clark opened the public hearing. There were no comments from the public, and staff reported that no written comments were received. Board President Clark closed the public hearing.

ACTION: Director Dye moved to approve the budget as amended. (Dye/Marsh). Approved 5-0.

5. Appoint Two Directors to Ad Hoc Parks Advisory Committee (PAC) Selection Committee.

ACTION: Director Marsh moved to appoint herself and Director Suchomel to the Committee. (Marsh/Dye). Approved 5-0.

6. Report on Sewer Authority Mid-Coastside Meetings.

Director Clark reported that the treatment plant upset which began at the beginning of June had not been resolved by SAM staff. Director Dye stated that SAM was re-starting the NDWSCP permit program, but had only sent permit applications to the several breweries

and wineries within the GCSO service area. The General Manager reported that it seemed the breweries were targeted without a lot of data to support it, other than theoretical.

CONSENT AGENDA

- 7. July 22, 2021 Special Meeting Minutes.
- 8. August 3, 2021 Special Meeting Minutes.
- 9. August 2021 Warrants.
- 10. June 2021 Financial Statements.
- 11. FY 21/22 Tax Roll Assessment for the Integrated Financing District
ACTION: Director Suchomel moved to approve the Consent Agenda.
(Suchomel/Dye). Approved 5-0.

COMMITTEE REPORTS

- 12. Report on seminars, conferences, or committee meetings.

INFORMATION CALENDAR

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

ADJOURN REGULAR MEETING

The Regular Meeting was adjourned at 9:05 p.m.

ATTEST:

SUBMITTED BY:

Delia Comito, Board Secretary

Chuck Duffy, General Manager

Date Approved by Board: September 16, 2021

ITEM #7

Granada Community Services District
September 2021 Warrants
For the September 16, 2021 Board of Director's Meeting

Date	Num	Name	Memo	Account	Amount
09/16/21	8964	Alhambra & Sierra Springs	Invoice dtd 09/02/21	6140 · Office Supplies	26.93
09/16/21	8965	Barbara Dye	08/03 & 08/19/21 GCSD-08/09 & 08/23/21 SAM	6040 · Directors' Compensation	380.00
09/16/21	8966	CliftonLarsonAllen LLP	Aug 2021	6152 · Accounting	2,500.00
09/16/21	8967	Coastside News Group	PAC Vacancy	6160 · Publications & Notices	390.00
09/16/21	8968	Comcast	09/13/21-10/12/21 Svcs	6170 · Utilities	200.37
09/16/21	8969	David Seaton	08/03/21 & 08/19/21 GCSD	6040 · Directors' Compensation	290.00
09/16/21	8970	Dudek	07/31/21-08/27/21 Prof. Svcs	6151 · General Manager	16,727.50
09/16/21	8971	Eric Suchomel	08/03/21 & 08/19/21 GCSD	6040 · Directors' Compensation	290.00
09/16/21	8972	Fechter & Company, CPAs	SAM File Review & Investigation	6152 · Accounting	625.00
09/16/21	8973	Gaetani Real Estate	Office Lease-Oct 2021	6120 · Office Lease	4,500.00
09/16/21	8974	Hue & Cry, Inc.	Sep 2021 Pump Stn Alarm	6170 · Utilities	32.65
09/16/21	8975	KBA Document Solutions, LLC	5/28/21-8/27/21	6020 · Copier lease	147.23
09/16/21	8976	Kennedy Jenks	July 2021 Svcs, Sum 170	6070 · Engineering Services	18,341.65
09/16/21	8977	Kikuchi & Kankel Design Group	Prof Svs thru 08/31/2021	5130 · Parks & Rec Professional Svcs	10,726.25
09/16/21	8978	Matthew Clark	08/03 & 08/19/21 GCSD-08/09 & 08/23/21 SAM	6040 · Directors' Compensation	380.00
09/16/21	8979	Monster Tree Service	Required Tree Removal-Mirada Rd	6075 · Engineering-Naples Bch/Mirada	4,450.00
09/16/21	8980	Nancy Marsh	08/03/21 & 08/19/21 GCSD	6040 · Directors' Compensation	290.00
09/16/21	8981	Pacifica Community TV	07/22/21 GCSD	6180 · Video Taping	300.00
09/16/21	8982	PG&E	Pump Stn Inv dtd 08/18/21	6170 · Utilities	261.86
09/16/21	8983	PGE	Office Inv dtd 08/25/21	6170 · Utilities	43.08
09/16/21	8984	Recology of the Coast	480 Ave Alhambra Svcs	6220 · Miscellaneous	150.56
09/16/21	8985	Rodolfo Romero	09/02/21 & 09/16/21 Ofc Cleaning	6130 · Office Maintenance & Repairs	140.00
09/16/21	8986	Sewer Authority Mid-Coastside	Sep 2021 Asmts	5020 · SAM-Admin/Treat/Env/Inf/Coll	144,747.73
09/16/21	8987	Tri Counties Bank	Aug 2021 Card Charges	6140 · Office Supplies	542.32
09/16/21	8988	US Bank	Sep 2021 Svcs	6020 · Copier Lease	357.78
09/16/21	8989	Verizon Wireless	Aug 2021	6170 · Utilities	114.85
09/16/21	8990	Wittwer & Parkin	Aug 2021 Svcs	6090 · Legal Services	12,856.00
09/16/21	8991	Recology of the Coast	19/20 Del Garbage (20/21 Tax Roll)	2225 · Recology-Del Garbage	33,044.84
TOTAL					252,856.60

ITEM #8

**Granada Community Services District
Revenue & Expenses (Unaudited)
July 1, 2021 through July 31, 2021**

	Jul 1, 2020 - July 31, 2021	Expected To Date	Variance Favorable/ (Unfavorable)	FY 2021/2022 Budget
Revenues				
Operating Revenue				
4010 · Property Tax Allocation	\$ -	\$ -	\$ -	\$ -
4015 · Park Tax Allocation	-	70,833	(70,833)	850,000
4020 · Sewer Service Charges-SMC	-	150,833	(150,833)	1,810,000
4021 · Sewer Svc Charges Pro-rated	-	-	-	-
4030 · AD OH Reimbursement	-	2,667	(2,667)	32,000
4040 · Recology Franchise Fee	-	2,750	(2,750)	33,000
Total Operating Revenue	0	227,083	(227,083)	2,725,000
Non Operating Revenue				
4120 · Interest on Reserves	-	1,500	(1,500)	18,000
4130 · Connection Fees	5,875	2,333	3,542	28,000
4150 · Repayment of Adv to AD-NCA	-	16,275	(16,275)	195,300
4155 · Repayment of Adv to AD-ARF	-	9,558	(9,558)	114,700
4160 · SAM Refund from Prior Yr	-	83	(83)	1,000
4170 · ERAF Refund	-	20,833	(20,833)	250,000
4180 · Misc Income	150	417	(267)	5,000
Total Non Operating Revenue	6,025	50,999	(44,974)	612,000
Total Revenues	6,025	278,082	(272,057)	3,337,000
Expenses				
Operations				
5010 · SAM - General	81,748	81,748	-	980,971
5020 · SAM - Collections	20,384	20,384	-	244,612
5021 · Lift Station Maint.	527	-	(527)	-
5050 · Mainline System Repairs	-	833	833	10,000
5060 · Lateral Repairs	-	2,083	2,083	25,000
5065 · CCTV	-	1,250	1,250	15,000
5070 · Pet Waste Station	-	100	100	1,200
5110 · RCD - Parks	-	2,500	2,500	30,000
5120 · Half Moon Bay Reimb - Parks	-	32,417	32,417	389,000
5130 · Parks & Rec Professional Services	(75)	25,000	25,075	300,000
Total Operations	102,584	166,315	63,731	1,995,783

No assurance is provided on these financial statements.

Granada Community Services District
Revenue & Expenses (Unaudited)
July 1, 2021 through July 31, 2021

	Jul 1, 2020 - July 31, 2021	Expected To Date	Variance Favorable/ (Unfavorable)	FY 2021/2022 Budget
Expenses (Continued)				
Administration				
6010 · Auditing	\$ -	\$ 1,333	\$ 1,333	\$ 16,000
6020 · Copier lease	210	500	290	6,000
6040 · Directors' Compensation	905	917	12	11,000
6050 · Education & Travel Reimb	-	167	167	2,000
6060 · Employee Compensation				
6061 · Employee Salaries	18,273	18,333	60	220,000
6062 · Medical Ins.	2,713	3,614	901	43,370
6063 · Employer Payroll Taxes	1,002	4,303	3,301	51,630
6064 · CALPERS Contribution	5,188	-	(5,188)	-
6060 · Employee Compensation - Other	60	-	(60)	-
6070 · Engineering Services	1,413	1,667	254	20,000
6080 · Insurance	-	2,917	2,917	35,000
6090 · Legal Services	2,453	3,333	880	40,000
6095 · Legal Services for Case Related Legal	14,197	7,500	(6,697)	90,000
6100 · Memberships	-	750	750	9,000
6110 · Newsletter	-	583	583	7,000
6120 · Office Lease	4,500	5,000	500	60,000
6130 · Office Maintenance & Repairs	140	250	110	3,000
6140 · Office Supplies	258	250	(8)	3,000
6150 · Professional Services				
6151 · General Manager	5,033	7,083	2,050	85,000
6152 · Accounting	-	2,667	2,667	32,000
6150 · Professional Services - Other	-	-	-	-
6150 · Professional Services	5,033	9,750	4,717	117,000
6160 · Publications & Notices	-	167	167	2,000
6170 · Utilities	776	1,000	224	12,000
6180 · Video Taping	-	333	333	4,000
6190 · Computers	720	208	(512)	2,500
6220 · Miscellaneous	-	1,250	1,250	15,000
6230 · Bank Service Charges	38	-	(38)	-
6310 · Park Related Misc Expenses	340	-	(340)	-
Total Administration	<u>58,219</u>	<u>64,125</u>	<u>5,906</u>	<u>769,500</u>
Capital Projects				
1213-1 · Naples Bch PS & FM Real.	-	-	-	-
1617-1 · Medio Creek Xing Crossing	975	33,333	32,358	400,000
7010 · Sewer Main Replacement (CIP)	-	24,167	24,167	290,000
7100 · SAM - Infrastructure	42,338	42,338	-	508,056
7500 · Projects - Parks	-	10,833	10,833	130,000
Total Capital Projects	<u>43,313</u>	<u>110,671</u>	<u>67,358</u>	<u>1,328,056</u>
Total Expenses	<u>204,116</u>	<u>341,111</u>	<u>136,995</u>	<u>4,093,339</u>
Net Income/(Loss)	<u>\$ (198,091)</u>	<u>\$ (63,029)</u>	<u>\$ (135,062)</u>	<u>\$ (756,339)</u>

No assurance is provided on these financial statements.

Granada Community Services District
Statement of Net Position (Unaudited)
As of July 31, 2021

ASSETS

Current Assets

Checking/Savings

1020 · Petty Cash	43
1030 · Cash - LAIF	2,841,425
1040 · Tri Counties Bank - Gen Op	174,224
1050 · Tri Counties Bank - Deposit	37,345
1500 · Due from AD	19,317
1550 · Prepaid Expenses	4,500

Total Current Assets	<u>3,076,854</u>
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Fixed Assets

1600 · Land	2,808,979
1610 · Construction in Progress	969
1615 · Equipment	22,153
1620 · Collections System	11,227,956
1630 · Accumulated Depreciation	<u>(7,008,196)</u>

Total Fixed Assets	<u>7,051,861</u>
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Other Assets

1700 · Advance to MWSD	1,085,094
1710 · Allowance - for Advance to MWSD	<u>(1,085,094)</u>
1720 · Advance to AD- Bond Reserve	364,890
1730 · Advance to AD- NCA Fund	166,477
1735 · Advance to AD- Assesmnt Revenue	84,834
1750 · Investment in SAM	4,709,323
1760 · Deferred Outflows of Resources	<u>102,010</u>

Total Other Assets	<u>5,427,534</u>
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Total Assets	<u>15,556,248</u>
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LIABILITIES

Current Liabilities

2000 · Accounts Payable	53,287
2001 · Accrued Vacation	6,248
2020 · Class 3 Deposits	19,055
2100 · Payroll Liabilities	3,871
2225 · Recology-Del Garbage	40,313
2300 · Due to AD	7,139
2310 · Relief Refund Advance	<u>350</u>

Total Current Liabilities	<u>130,263</u>
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Long Term Liabilities

2401 · Net Pension Liability	177,495
2402 · Deferred Inflows of Resources	<u>21,144</u>

Total Long Term Liabilities	<u>198,639</u>
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Total Liabilities	<u>328,902</u>
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NET POSITION

3000 · Net Assets	5,830,088
3005 · Contributed Capital	9,595,349
Net Income	<u>(198,091)</u>

Total Net Position	<u>\$ 15,227,346</u>
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ITEM #9

DISTRIBUTION REQUEST NO.: #2-21/22
BOND ADMINISTRATION FUND
(Account Number: 94673305)

DISTRIBUTION TOTAL: \$9,280.00

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

DISTRIBUTION REQUEST
For Payment of Bond Administration Costs

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

Dated:
September 16, 2021

Chuck Duffy, Finance Officer/Treasurer

SCHEDULE "A"

DISTRIBUTION REQUEST NO.: #2-21/22

DATE: September 16, 2021
DISTRIBUTE FROM ACCOUNT #: 94673305
ACCOUNT NAME: Bond Administration Fund
DISTRIBUTION AMOUNT: \$ 9,280.00

PAYMENT INSTRUCTIONS: Issue checks and mail as listed below.

Payee	Mailing Address	Services Provided	Amount
Fechter & Co.	3445 American River Dr. #A, Sacramento, CA 95864	6/30/20 Audit	\$ 1,641.00
GCSD	P.O. Box 335, El Granada, CA 94018	GCSD OH Reim-Aug/Sep 2021	\$ 4,334.00
US Bank	CM-9690, PO Box 70870, St. Paul, MN 55170	Transaction/Admin Fees	\$ 3,305.00
TOTAL:			\$ 9,280.00

ITEM #10

GRANADA COMMUNITY SERVICES DISTRICT

AGENDA NOTICE

There are no documents for this Agenda Item.

ITEM #11

GRANADA COMMUNITY SERVICES DISTRICT

AGENDA NOTICE

There are no documents for this Agenda Item.

ITEM #12

GRANADA COMMUNITY SERVICES DISTRICT

AGENDA NOTICE

There are no documents for this Agenda Item.

ITEM #13

GRANADA COMMUNITY SERVICES DISTRICT

Administrative Staff Report

Period: August 14, 2021 to September 10, 2021
To: Board of Directors
From: Delia Comito, Assistant General Manager
Date: September 16, 2021

REQUEST FOR PUBLIC RECORDS – There were no requests for public records this period.

APPLICATIONS RECEIVED – There were two applications received this period:

Date	Class	Owner or Agent	APN	Address	Sq. Ft.	Zone
07/02/21	2D	SMC Harbor Dist.	047-263-010	RV Park, Coast Hwy	180,52	-
07/06/21	ADU	Semprevivo	048-033-290	245 Medio Ave, EG	10,000	R-1/B-1
07/26/21	1A	Silva	047-173-150	San Pedro Ave, EG	9,545	R-1/S-17
08/09/21	1A	Perrone	047-094-160	324/326 Sonora Ave, EG	5,500	R-1/S-17
08/30/21	1A	515 Hermosa LLC	048-063-420	515 Hermosa Way, Miramar	9,600	R-1/S-94
09/02/21	1A	Moules	047-208-100	Ave Portola, EG	3,056	R3-S3

Note: Shaded information was previously reported.

PERMITS ISSUED – There were no sewer permits issued this period.

Permit	Class	Date	Owner or Agent	APN	Address	Sq. Ft.	Zone
3216	ADU	07/09/21	Semprevivo	048-033-290	245 Medio Ave, HMB	10,000	R-1/B-1
3217	1A	07/13/21	Zheng	047-151-120	639 El Granada Blvd, EG	5,230	R-1/S-17
3218	1A	07/16/21	Sanchez-Contreras	047-244-240	519 Isabella Ave, EG	5,000	R-1/S-17
3219	1A	08/02/21	O'Connor	047-103-010	538 Valencia Ave, EG	6,250	R-1/S-17

Note: Shaded information was previously reported.

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

Date	Class	Permit	Issued	Owner	APN	Address
07/02/21	1A	3201	03/10/20	Kroll	047-092-260	100 Vallejo St, EG
07/07/21	1A	3202	06/12/20	Randle	047-153-240	600 El Granada Blvd, EG

Note: Shaded information was previously reported.

REPAIRS - There were no repairs this period.

ITEM #14

September 9, 2021

Memorandum

To: Granada Community Services District
From: John H. Rayner, District Engineer
Subject: Engineer's Report for September 2021

6-Year CIP

Devaney Engineering has completed CIP Project 1 and was able to resolve its paving issue with the County. We will be working with Devaney over the next month to resolve change orders for differing site conditions. The change orders should be resolved in time for payment at the October Board meeting.

Naples Beach Project - Phase 2

The sewer project is complete, and sewage no longer flows over Medio Creek. We will work with Golden Bay over the next couple of weeks to resolve several change orders for differing site conditions. The change orders should be resolved in time for payment at the October Board meeting. Golden Bay's contract will also include construction of the replacement of a portion of the Mirada Road sewer north of Medio Creek as described below.

Replacement of Mirada Road Sewer North of Medio Creek

The delay in replacing the pedestrian bridge over Medio Creek provided GCSD with the opportunity to accelerate replacement of about 200' of badly deteriorate sewer on Mirada Road, just north of the creek, and avoid a possible conflict with future pedestrian bridge construction. This sewer, between manholes G9-07 and G-06, is included for replacement in CIP Project 2. However, now that Naples Beach Phase 2 Sewer is operational this sewer can be replaced sooner. We requested bids from both Golden Bay Construction and Devaney Engineering, to do this work as a change order to their current GCSD contract. Golden Bay submitted the low bid of \$32,844 and GCSD will pay the cost of the County encroachment permit. Golden Bay has had the alignment marked by USA and is planning to CCTV the sewer on September 13th. Actual construction work will likely begin within the next several weeks.

The District has obtained a Coastal CDX permit and is in the process of obtaining a CEQA Categorical Exemption for this work.

Memorandum

Granada Community Services District

September 9, 2021

Page 2

Medio Creek Crossing at Mirada Road

After PG&E disconnect power to the leased temporary pumping system last month, the entire pumping system was dismantled and removed from the site by EPS on September 1st.

Big Wave (Class 3 Permit)

We attended a preconstruction meeting, along with a County inspector, at the site on August 31st. We have also received, reviewed and approved several submittals of sewer construction materials. During the meeting Big Wave representatives were advised to notify us in advance of the construction start date. So far, we haven't been notified.

ITEM #15

