



GRANADA COMMUNITY SERVICES DISTRICT

AGENDA

BOARD OF DIRECTORS

SPECIAL MEETING at 6:30 p.m.

REGULAR MEETING at 7:30 p.m.

Thursday, March 16, 2017

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

ROLL CALL

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

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

GENERAL PUBLIC PARTICIPATION

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

ADJOURN TO CLOSED SESSION

- 1. CONFERENCE WITH LEGAL COUNSEL–ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: (One potential case)**

RECONVENE TO OPEN SESSION

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

ADJOURN SPECIAL MEETING

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

ROLL CALL

GENERAL PUBLIC PARTICIPATION

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

ACTION AGENDA

1. Consideration of Ordinance Amending the District Ordinance Code Relating to Parks and Other District Property Regulations, and Related Enforcement Provisions - First Reading.

- Recommendation:** 1. Read title and waive by motion the reading of the ordinance.
2. Adopt the ordinance subject to enactment after second reading.

2. Consideration of an Ordinance Amending the District Ordinance Code Relating to Sewer Permit Variances for Nonconforming Parcels - Second Reading.

- Recommendation:** 1. Read title and waive by motion the reading of the ordinance.
2. Adopt the ordinance.

3. Consideration of Draft Permit Agreement with the County of San Mateo for GCSD Use of Medians and Plazas in El Granada.

- Recommendation:** To be made by the Board.

4. Consideration of Sewer Main Relocation Plan Over the Medio Creek Bridge Crossing.

- Recommendation:** To be made by the Board.

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

- Recommendation:** For board information.

CONSENT AGENDA

- 6. Approval of February 16, 2017 Meeting Minutes.**
- 7. Approval of March Warrants for \$ \$136,917.35.**
- 8. Approval of January 2017 Financial Statements.**
- 9. Approval of Assessment District Distribution #8-16/17.**

COMMITTEE REPORTS

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

INFORMATION CALENDAR

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

ADJOURN REGULAR MEETING

At the conclusion of the February 16, 2017 Meeting:
Last Ordinance adopted: No. 167
Last Resolution adopted: No. 2017-001

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

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

ITEM #1

GRANADA COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

To: Board of Directors
From: Chuck Duffy, General Manager
Subject: Consideration of an Ordinance Amending the District Ordinance Code Relating to Parks and Other District Property Regulations, and Related Enforcement Provisions
Date: March 16, 2017

The attached ordinance covers the rules and regulations concerning district owned property and parks, and related enforcement provisions. This ordinance was presented to your Board at our last board meeting, and based on input received at that meeting, has been revised to incorporate the Board's comments. It is now presented to your Board for the first reading of the ordinance. A second reading will be required at our next meeting for final adoption and approval of the ordinance.

GRANADA COMMUNITY SERVICES DISTRICT

ORDINANCE NO.

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

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

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

301 (02) Dumping or Burying.

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

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

ARTICLE 3.5

USE AND ACCESS OF DISTRICT PARKS AND DISTRICT PROPERTY

SECTION 351. Definitions.

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

351 (01) “Amplified Sound” means speech, music or other sound projected or transmitted by Sound Amplifying Equipment including, but not limited to, amplifiers, loudspeakers, microphones, bull horns or similar devices or combinations of devices which are intended to increase the volume, range, distance or intensity of speech, music or other sound and are powered by electricity or other sources of energy.

351 (02) “Committee” shall mean the Granada Community Services District Parks and Recreation Advisory Committee.

351 (03) “District Park” means and includes all real property, including grounds, roadways, parks, playgrounds, open space reservations, recreation centers or any part or area thereof, located within the District and open to the public for either active or passive recreation, whether owned, leased, ~~or~~ maintained, improved, or held by permit by the District. The term shall include all buildings, structures and other facilities located on such real property devoted to such use.

351 (04) “District Property” means any real property (other than a District Park or Recreation Area) owned, leased, rented, held as a licensee by the District or any real property in which the District has an interest. [“District Airspace” means the air space below the navigable airspace regulated by the Federal Aviation Administration and above District Property.](#)

351 (05) “Director of Parks”, hereinafter in this Article referred to as “Director” means that person having authority over all parks or recreation areas within the District, and to whom is delegated the primary authority, responsibility and jurisdiction to administer and enforce the provisions of this Article. The General Manager, the Assistant General Manager, or such other person(s) as may be designated by the District Board shall serve as the Director of Parks.

351 (06) “Hiking and Riding Trail” shall mean any trail which has been dedicated by the District for hiking or horseback riding purposes, or both, and which contains District signage identifying such trail as open to the general public for either of such purposes.

351 (07) “Motor Vehicle” shall mean any automobile, truck, bus, van, motorcycle, off-road vehicle, four-wheel drive vehicle, dirt bike, motor-driven vehicle, or any vehicle which is self-propelled.

351 (08) “Recreation Area” as used in this Article shall be construed to mean and shall include all land, facilities and other property owned, leased, rented, held as a licensee by the District or any real property in which the District has an interest, and/or operated by the District on which the District has installed improvements and signage authorizing its use for public recreation, including but not limited to playgrounds, camping areas, swimming pools, golf courses, picnic grounds, athletic fields, public squares, hiking and bicycling paths, horse trails, roadside viewing areas, rest stops, historical monuments, all planting and areas for planting along roads, streets and highways, and all other Recreation Areas, including all buildings, structures, improvements, monuments, apparatus and equipment existing in or that may be erected in any of such areas.

351 (09) “Sound Amplifying Equipment” shall mean any machine or device for the amplification of the human voice, music, or any other sound, but shall not include standard automobile radios or automobile sound systems (including speakers, amplifiers and stereos) for CD players, tape decks or similar sources when used and heard only by the occupants of the vehicle in which the sound source is located, nor radio receiving sets, non-electrical musical instruments, or television sets. “Sound Amplifying Equipment” as used in this Article, shall not include warning devices or sound amplification equipment on District vehicles, or other authorized emergency vehicles, or horns, or other warning devices on any vehicle used only for traffic safety purposes.

[351 \(10\) “Unmanned aerial system \(UAS\)” means a device that is used or intended to be used for flight in the air without the possibility of direct human intervention from within or on the device, and the associated operational elements and components that are required for the pilot or system operator in command to operate or control the device](#)

(such as cameras, sensors, communication links.) This definition includes all types of devices that meet this definition (e.g., model aircraft, quadcopters, drones) that are used for any purpose, including for recreation or commerce.

SECTION 352. Parks Advisory Committee.

The District Board shall establish a Parks Advisory Committee, which shall consist of seven (7) members, appointed by and serving at the pleasure of the District Board. The purpose of the Parks Advisory Committee is to ensure community involvement in all phases of park planning, design and development, and to serve to make recommendations to the District Board of Directors. The Committee is advisory only and does not have decision-making authority. The District Board of Directors shall direct the focus and goals of the Committee, and may assign specific tasks. The procedural rules for the Parks Advisory Committee shall be proscribed by Bylaw establishing the Granada Parks Advisory Committee General Rules of Procedure.

SECTION 353. Permits and Fees.

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

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

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

SECTION 354. Method of Payment of Fees.

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

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

dates of collection. Pursuant to guidelines approved by the Board, the Director may waive payment and suspend collection of applicable fees at any self-registration fee payment area.

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

SECTION 355. Fires.

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

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

SECTION 356. General Protective Regulations.

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

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

356 (03) Littering. No person shall place or throw bottles, broken glass, crockery, ashes, waste paper, cans or any decaying or putrid matter or other rubbish in any District Park or Recreation Area, except in a receptacle designated for that purpose, and no person shall

import or deposit any rubbish into or in any District Park or Recreation Area, or Hiking and Riding Trail, or on any District Property. No person shall transport or dump any rock, rubble, dirt, sand, fill or other similar material into or in any District Park or Recreation Area without the permission of the Director, or the General Manager, or their representatives for the areas under their respective jurisdiction.

356 (04) Reserves and Preserves. All geological and archeological features, plants and animals (dead or alive) are protected and taking (including harassment, harm, hunting, shooting, wounding, killing, trapping, capturing, or collecting) of plants and animals is prohibited, except the taking of such plants and animals as is permitted by regulations specific to the area.

356 (05) Watershed Protection. No person shall contaminate in any way whatsoever any watershed or water supply in any Recreation Area or in any District Park or in any District Property, or in the Watershed, or water supplies of any water purveyor holding a water purveyor's permit issued by the California Department of Health Services pursuant to Public Health Code, chapter 7, section 4011.

356 (06) Water Quality Protection. No person shall wash clothing or cooking utensils, bathe in, or in any other manner pollute the waters of any Recreation Area or any District Park or District Property, or in the Watershed, or water supplies of any water purveyor holding a water purveyor's permit issued by the California Department of Health Services pursuant to Public Health Code, chapter 7, section 4011.

356 (07) Geological Features Protection. No person shall destroy, disturb, mutilate or remove earth, sand, gravel, oil, minerals, rocks, or features of caves, or lay, or set off any explosive material or cause to be done or assist in doing any of said things in any District Park or Recreation Area or in any District Property, or Hiking and Riding Trail without the specific permission of the Director or the General Manager or Chief Engineer, or their representative, for the areas under their respective jurisdictions.

356 (08) Protection of Historical Features. No person shall remove, injure, disfigure, deface or destroy any object of paleontological, archaeological, or historical interest or value in any District Park or Recreation Area or in any District Property, or Hiking and Riding Trail nor shall any person engage in any excavation for said objects without first receiving written permission from the Director, or the General Manager or Chief Engineer, or their representatives.

356 (09) Domestic Animals. No ~~dogs~~, cats, fowl or other domesticated animals shall be permitted to enter in any District Park or Recreation Area, either with or without a keeper. No dog shall be permitted to enter in a District Park or Recreation Area unless the dog is upon a secure leash held continuously in the hands of a person capable of controlling the dog, except in a designated non-leash area. Nothing in this section shall prohibit a service animal required because of a disability and under the control of the person with the disability or a "police dog" under the control of a Peace Officer from entering a District Park or Recreation Area. No person shall release any captured wild

animal within any District Park or Recreation Area except for authorized public officials pursuant to their duties.

356 (10) Abandoned Animals. No person shall abandon a dog, cat, fowl or other animal within any District Park or Recreation Area or within any District Property.

356 (11) Feeding Domesticated Animals. No person shall feed any abandoned domesticated animal in any District Park or Recreation Area.

356 (12) Horses Off Trails or Out of Designated Areas. No person shall ride, drive, lead, or keep a saddle horse, pony, mule or other such animal in any District Park or Recreation Area except on such roads, trails or areas so designated and posted by the District.

356 (13) Wildlife. All District Parks and Recreation Areas are sanctuaries for wildlife. No person shall feed, disturb, frighten, hunt, trap, capture, wound, kill, or disturb the natural habitat of, any wild bird, mammal, reptile, fish, amphibian or invertebrate within a District Park or Recreation Area. This prohibition shall not apply to the following:

- (A) Action taken by public officials or their employees or agents, within the scope of their authorized duties, to protect the public health and safety.
- (B) The taking of fish as permitted by State Fish and Game Regulations.
- (C) The capturing and/or taking of park wildlife for scientific research purposes when done with written permission from the District.

356 (14) Firearms and Dangerous Weapons. No person shall have in the person's possession within any District Park or Recreation Area or within any District Property, and no person shall fire or discharge, or cause to be fired or discharged, across, in, or into any portion of any District Park or Recreation area or any portion of any District Property, any gun or firearm, spear, bow and arrow, cross bow, slingshot, air or gas weapon or any other dangerous weapon.

356 (15) Loitering After Closing Time. It shall be unlawful for any person to remain in any District Park or Recreation Area, or in any facility within any District Park or Recreation Area, after the posted closing time, unless said person has lawful business therein.

356 (16) Gambling. Gambling in any form, or the operation of gambling devices for merchandise or otherwise in any District Park or Recreation Area or on any District Property is prohibited.

356 (17) Alcoholic Beverages. No person shall possess or consume alcoholic beverages, other than beer or wine, in any form within any District Park or Recreation Area or within any District Property. This section shall not prohibit the dispensing of all types of alcoholic beverages by a licensee under the laws of the State of California, under a food

and bar concession from the District or the consumption of such beverages on the premises of such concessionaire, or the consumption of alcoholic beverages by persons holding a written occupancy permit issued by the Parks Director, or his or her representative, for areas under his or her jurisdiction.

356 (18) Private Operations. It shall be unlawful for any person to engage in the business of soliciting, selling or peddling of any liquids or edibles for human consumption, or to hawk, peddle or vend any goods, wares or merchandise of any kind, except upon specific concession or permit secured from the District, or the General Manager or his representative.

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

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

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

SECTION 357. Motor Vehicles.

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

SECTION 358. Parking.

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

- In areas where prohibited by “NO PARKING” signs;
- On any fire trail, road or access;
- On any equestrian or hiking trail;

- Blocking or obstructing any gate, entrance or exit;
- On any lawn, ~~or~~ grassy area or otherwise vegetative area;
- In any picnic area;
- In such a manner as to take up more than one "Marked" space in any authorized parking area;
- In any area where such vehicle blocks or obstructs the free flow of traffic;
- Within 15 feet of a fire hydrant;
- Adjacent to any curb painted red;
- In any District Park or Recreation Area; or
- On any District Property after closing time except pursuant to a valid permit.

SECTION 359. Operation of Bicycles.

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

SECTION 360. Noise Policy.

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

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

SECTION 362. Dangerous Activities

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

- Use or possession of fireworks of any kind;
- Driving, chipping, or in any other manner playing or practicing golf, or hitting golf balls;
- Operating self-propelled model airplanes, boats, automobiles, or other model craft of any kind or description;

Throwing, releasing, or discharging missiles, rockets, or similar projectiles.
Hang-gliding or parachuting;
Operating any gas or hot air balloon (other than a toy balloon).

SECTION 363. Regulation of Model Aircraft and Drones

This policy is necessary to preserve District Property in its natural state, protect wildlife and natural resources, provide peace, tranquility and enjoyment for visitors to District Land, reduce the risk of fire, prevent conflicts in uses of District Property, and foster public safety.

363(01) Prohibited Conduct

- (A) Launching, landing, or operating UAS from or on District Property is prohibited unless a Permit is granted by the District.
- (B) Operating UAS within District Airspace is prohibited unless a Permit is granted by the District.
- (C) Using UAS to intentionally or unintentionally touch, tease, frighten, disturb, harass, chase, harm, capture, kill, or maim birds and wildlife is strictly prohibited and is a violation of the District Code, as well as California and federal law. See, for example, Bald Eagle Protection Act (16 U.S.C. § 668); Migratory Bird Treaty Act (16 U.S.C. Act § 703); California Endangered Species Act (Fish and Game Code §2080); 14 Cal. Code Regs. § 251.1.
- (D) Harassing, following or intimidating another member of the public is prohibited.

363(02) Exceptions

UAS for search and rescue operations, fire protection, and law enforcement by any federal, state or local agency are not prohibited by this policy or subject to Permit requirements. If any provision of this policy is preempted by federal or California law, federal or California law will supersede the provision of this policy that is preempted. Nothing in this Policy will be construed as modifying any requirement imposed by the FAA on the use or operation of UAS in the National Airspace System.

363(03) Permits to Land, Launch or Operate UAS

Any person may apply to the District for a Permit to launch, land, or operate UAS on District, or to operate within District Airspace. The granting of the application will be at the discretion of the District. The application will be evaluated based on a number of

factors including, but not limited to, whether the requested use and purpose of the application:

- (A) is compatible with the District's use of District Property;
- (B) is for scientific research or fosters knowledge about the resources on District Property;
- (C) will result in unacceptable impacts to resources and values, or cause injury or damage to resources;
- (D) is contrary to the purpose for which the preserve was established or unacceptably impact the atmosphere of peace and tranquility maintained for the public;
- (E) interferes with the District's interpretive, visitor services, management, or other program or administrative activities;
- (F) presents any danger to public health and safety; or
- (G) results in significant conflict with other uses.

All Permits will include the following conditions:

- (A) operators shall report immediately all accidents involving injury (even if minor first aid) and any resource or property damage;
- (B) UAS shall be within visual sight of the operator at all times during flight of the UAS;
- (C) operators shall have sufficient liability insurance or proof of membership in an organization, such as the Academy of Model Aeronautics (AMA), which includes insurance coverage with membership.
- (D) inexperienced UAS operators must be accompanied and assisted by an experienced operator;
- (E) the duration of the permit, hours of operation, and the specific area of launch, landing and operation shall be specified.
- (F) UAS shall not disturb or harass wildlife or violate Section 11.01.02(C) of the Access and Use Regulations;
- (G) UAS shall not interfere with search and rescue, law enforcement, or other emergency operations;
- (H) Operators shall not fly UAS in a reckless manner or outside of the designated area(s);
- (I) UAS shall not be operated while the operator is under the influence of alcohol or drugs;

(J) UAS shall not be flown directly over people, vessels, vehicles or structures, or endanger the life and property of others;

(K) UAS shall be registered or licensed if required by federal or California law.

The District may, in its discretion, impose additional conditions on any approved application.

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

**ARTICLE VIII
ENFORCEMENT**

SECTION 800. Responsibility.

800 (01) The primary responsibility for enforcement of the provisions of this Code shall be vested in the District; provided, however, that the District Board of Directors shall appoint District-designated representative(s), which representative(s) shall be, and are hereby, authorized and empowered, to act as enforcement agents of the District with power to inspect and issue a Notice of Violation of any provision of this Code. Except where otherwise authorized by law, District-designated representatives shall be employed by the District at all times they are conducting enforcement duties. Notwithstanding the foregoing, all actual prosecutions or other enforcement actions for violations of any of the provisions of this Code (including, without limitation, levying of fines, termination of service, revocation of permits, towing, and civil and criminal court actions, and issuing Administrative Citations, Correction Orders, and Cease and Desist Orders) shall be the exclusive responsibility of the District, except for the concurrent authority hereby given under Subsection (02) below.

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

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

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

SECTION 801. Powers and Authority of Inspectors.

The District's representatives shall be permitted to enter upon all properties for the purpose of inspection, observation, measurement, sampling, and testing, to ascertain compliance or noncompliance with the provisions of this Code. The District-designated representatives are further empowered to ascertain the nature of such premises, the type of activities carried on thereon, and any other facts and information reasonably necessary to carry out the provisions of this Code.

SECTION 802. Correction of Violation.

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

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

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

802 (04) Cease and Desist orders. Upon a determination by the District that a violation of any provision of this Code, or of any provision of any permit issued pursuant to this Code, the District may issue a written order to the violator to cease and desist such violation. This includes but is not limited to a determination that a discharge of waste or wastewater has occurred, or is occurring, or is about to occur, in violation of any provision of this Code, or of any provision of any wastewater-related permit issued pursuant to this Code, in which case the District may issue an order to cease and desist such discharge, or any practice or operation likely to cause such discharge. Any such cease and desist order may, in the District's sole discretion further order the violator to:

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

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

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

In order to enforce the provisions of this Code relating to unlawful discharges or unauthorized use of or damage to sewer lines or wastewater facilities, the District may correct any violation. The cost of such correction may be added to any sewer service charge payable by the person violating these provisions of the Code or the owner or tenant of the property upon which the violation occurred, and the District shall have such remedies for the collection of such costs as it has for the collection of sewer service charges. The District may also petition the Superior Court for the issuance of a preliminary or permanent injunction, or both, as may be appropriate, restraining any person from the continued violation of this Code.

802 (07) Court Injunctions. Upon a determination by the District that a violation of any provision of this Code or any provision of a permit issued pursuant to this Code has occurred, is occurring, or is about to occur (including but not limited to a District

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

SECTION 803. Termination of Sewer Service.

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

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

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

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

803 (03) Public Hazard or Nuisance. In the event a disconnection from the wastewater facilities would create a public hazard or nuisance, the District's General Manager,

Assistant General Manager or other duly established representatives may enter upon the premises for the purpose of doing such things as may be reasonably necessary to alleviate or remove such hazard or menace. The owner of such premises shall have a duty to reimburse the District for all expenses incurred by the District in disconnecting any such premises, or in doing other things authorized by this Section; and no reconnection shall be made until all such charges are paid.

SECTION 804. Revocation of Permits.

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

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

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

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

SECTION 805. Administrative Citations, Orders and Remedies

805 (01) Authority. A District-designated representative may issue an Administrative Citation for any violation of this Code, as well as for a breach or violation of any

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

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

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

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

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

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

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

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

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

805 (07) Administrative Citation Review hearing.

805 (07) (A) Administrative Hearing Officer. All Administrative Citation Review hearings on Administrative Citations shall be heard and conducted by an Administrative

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

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

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

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

805 (07) (E) In-person hearing. During an in-person hearing, the recipient of the Administrative Citation may submit evidence and offer testimony regarding the violation. All oral and written evidence presented at the hearing shall be presented under oath and under penalty of perjury, and only relevant evidence shall be submitted and considered. Each party, including the District, may present oral and written, audio, and visual evidence and call, examine, and cross-examine witnesses. In addition to any other

evidence the District presents, the District shall be allowed to submit as evidence any Administrative Citations and any additional reports submitted by the District representative that issued the Administrative Citation. The in-person hearing may be conducted face-to-face or telephonically.

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

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

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

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

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

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

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

SECTION 806. Public Nuisance.

Any discharge or threatened discharge, or any condition which is in any manner in violation of any provision of this Code, or of any permit issued pursuant to this Code, or of any order or directive of the District representative authorized by this Code, shall be, and the same is hereby declared to be, unlawful and a public nuisance. Such nuisance may be abated, removed, or enjoined, and damages assessed therefor, in any manner provided by law.

SECTION 807. Criminal Penalties.

807 (01) Any person found to be violating any rule, regulation, or ordinance adopted by the Board of Directors shall be guilty of a misdemeanor punishable by a fine of one thousand dollars (\$1,000.00), or by imprisonment in the County jail for a period not exceeding six months, or by both, for each violation committed.

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

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

SECTION 808. Remedies Cumulative.

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

SECTION 809. Enforcement of Collection Charges, Fines and Penalties

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

Section 4. California Environmental Quality Act

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

The above and foregoing Ordinance was regularly introduced at a meeting of the Board of Directors of the Granada Community Services District held on the ~~16th~~ ~~15th~~-day of ~~March~~ ~~December~~ 201~~6~~~~7~~, and thereafter passed and adopted at a meeting of the Board of Directors of the Granada Community Services District on the ~~20th~~ ~~18th~~-day of ~~April~~ ~~January~~ 2017, by the following vote:

AYES: and in favor thereof:

NOES: Members:

ABSENT: Members:

ABSTAIN: Members:

Approved:

Jim Blanchard, President

Countersigned:

Delia Comito, Assistant General Manager

ITEM #2

GRANADA COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

To: Board of Directors

From: Chuck Duffy, General Manager

Subject: Ordinance Amending the District Code Relating to Sewer Permit Variances

Date: March 16, 2017

This item is for the Board's consideration based on the Board's prior direction that GCSD adopt an amendment to the District Ordinance Code Section 603. Per your Board's request, the District General Counsel drafted an Opinion Letter on Options Regarding Conditions of Approval for Sewer Permits on Substandard (Nonconforming) Parcels and presented this Opinion during the August 18, 2016 meeting of the Board of Directors. Following this presentation, your Board voted to direct Staff and Counsel to prepare a proposal on variance conditions for nonconforming parcels. The attached amendment to the District Ordinance Code was presented to your Board at last month's meeting for the first reading of the ordinance. This second reading of the Ordinance is required for final adoption and approval of this amendment to the District Ordinance Code.

GRANADA COMMUNITY SERVICES DISTRICT

ORDINANCE NO. ____

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

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

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

(2) Where the size nonconformity of the subject parcel is less than 64% of minimum parcel size ~~or greater~~, the District can only make the finding that provision of sewer service would not significantly adversely affect the ability of the District to serve a conforming parcel in view of the applicable buildout limits in the County of San Mateo Local Coastal Program by placing a condition upon a recorded Sewer Permit that limits the number of bedrooms that the Sewer Permit will serve to two bedrooms.

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

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

AYES: and in favor thereof:

NOES: Members:

ABSENT: Members:

ABSTAIN: Members:

Approved:

Jim Blanchard, President

Countersigned:

Delia Comito, Secretary

ITEM #3

GRANADA COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

To: Board of Directors
From: Delia Comito, Assistant General Manager
Subject: Draft Permit Agreement for EG Medians & Plazas
Date: March 16, 2017

Attached are the red-line and clean copy versions of the draft permit agreement from San Mateo County, which once approved, will allow the District to move forward with park improvement planning in the El Granada Medians.

Some of the main points in the permit agreement are:

- The permit grants authority to the District for use of the County’s right of way easement in the medians and plazas in El Granada for a 20 year period, which may be extended.
- The type of park improvements allowed include all of those listed by the District (included in Exhibit B) except for barbeques and disc golf.
- The District must obtain all required permits and notify the County 10 days prior to the start of construction.
- District improvements must comply with ADA requirements.
- The District will be responsible for the trees and vegetation in the medians that have been improved, or if improvements are made on a portion of a median, the District and County will agree in writing on the boundary of District responsibility.
- The District must maintain at least \$1,000,000 per occurrence of general liability and property insurance and \$2,000,000 aggregate.
- The County and the District may terminate the agreement for good cause upon 120 day written notice, and the District will be required to remove all improvements and return the medians to their original condition.

PAC held a meeting on 2/27/17, and they unanimously approved the draft agreement. The green infrastructure section will not be added into the agreement as planned, as those conditions will be required as part of the County building permit.

COUNTY OF SAN MATEO

**Permit Agreement
(No. 5392)**

PLAZAS AND MEDIANS IN EL GRANADA

PERMITTEE:

THE GRANADA COMMUNITY SERVICES DISTRICT

**PERMIT AGREEMENT
No. 5392**

PLAZAS AND MEDIANS IN EL GRANADA

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

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

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

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

3. IMPROVEMENTS AND INSTALLATIONS. "Improvements" are defined as the improvements proposed in Exhibit B: ~~Proposed Allowed Types of Improvements with the exception of BBQ's and disc golf which shall not be permitted.~~ Approved Improvements GCSD has discretion to install improvements after completing the public process described above. include benches, children's tree houses, children's nature play areas, fencing for safety, fitness/exercise stations, horse shoes, picnic tables, pump tracks, softball pitch and catch, spider web rope net climbing equipment, swings and/or swing sets, tree maintenance and other landscaping, walking path improvements, water fountains, and youth basketball 1/2 court. —. BBQs and disc golf shall not be permitted.

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

roadway. This shall be required to provide an extra level of safety for users of the Improvements and vehicular traffic on ~~the~~any adjacent roadway.

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

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

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

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

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

6. PERMIT FEE.

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

7. TERMINATION.

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

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

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

In the event of any damage to, destruction of or condemnation of all or any part of the Plazas and Medians which renders the Plazas and Medians unusable or inoperable, either partyParty shall have the right, but not the obligation, to terminate this Permit and all of its duties and obligations hereunder, except the requirement for the PermitteeGCSD to remove all Improvements, unless otherwise agreed to in writing by both Parties, by giving written notice to the other partyParty within thirty (30) days after such damage, destruction, or condemnation unless said damage was caused by the negligence or willful misconduct of the partyParty issuing such notice. PermitteeGCSD acknowledges that it has no property interest in the Plazas

and Medians and that PermitterCounty alone shall be entitled to any condemnation proceeds paid as a result of any condemnation, of the Plazas and Medians, except for any relocation payments owing to PermitteeGCSD under California law. Upon the expiration or termination of this Permit for any reason, PermitteeGCSD shall remove all Improvements and all personal property in accordance with Section 4516 (Removal of Improvements) hereof.

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

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

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

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

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

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

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

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

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

However, PermitteeGCSD’s duty to indemnify and save harmless under this Section shall not apply any injury, damages, loss, or cost resulting from an occurrence outside the improved median areas, shall not apply to any claims that do not result from the Improvements described in Exhibit B, and shall not apply to injuries or damage for which PermitterCounty has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

11. DAMAGE TO OR DESTRUCTION OF PLAZAS AND MEDIANS. In the event of damage to or destruction of the Plazas and Medians or any portion thereof, Improvements covered by reason of the negligence or willful misconduct of PermitteeGCSD, its agents, officers, employees or invitees, PermitteeGCSD shall, within ~~thirty (30)~~ninety (90) days, commence and diligently pursue to complete the repair, replacement, or reconstruction of ~~improvements or~~ Plazas and Medians necessary to permit full use and occupancy of the Plazas and Medians at PermitteeGCSD’s sole cost.

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

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

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

13. AMERICAN'S WITH DISABILITIES ACT. GCSD shall cause all Improvements to be constructed, operated, and maintained in a manner compliant with the American's With Disabilities Act ("ADA"). PermitteeGCSD agrees to indemnify and save harmless PermitterCounty and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from any ADA barriers to use or access of Improvements installed or constructed by or on behalf of GCSD present on Plazas and Medians ~~on which Improvements have been constructed~~.

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

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

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

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

PermitteeGCSD agrees to ~~prepare a survey~~ identifying all existing utilities and utility easements present on ~~Medians and Plazas. The survey shall be any Plaza or Median upon which GCSD proposes to install any Improvement. The identification of utilities shall be completed during the design of the proposed Improvement and~~ used during the design of Improvements to ensure no utilities are bent, broken, punctured, or damaged during construction of the utility.

16. REMOVAL OF IMPROVEMENTS UPON EXPIRATION OR TERMINATION. Upon the expiration or termination of this Permit for any reason, including but not limited to bankruptcy, PermitteeGCSD shall immediately (and in no event later than one hundred and twenty (120) days after termination) remove from the Plazas and Medians the Improvements and any other property placed on the Plazas and Medians by PermitteeGCSD or any of PermitteeGCSD's Agents unless otherwise agreed to in writing by both Parties. If GCSD has installed Improvements on more than four Plazas or Medians, for every additional Plaza or Median containing Improvements the time for GCSD to complete removal shall be extended by 30 days. Such removal shall be performed in such a manner as to not interfere with the continuing use of the Plazas and Medians by PermitterCounty and others. PermitteeGCSD shall, at PermitteeGCSD's sole expense, repair any damage to the Plazas and Medians, or any facilities or equipment on the Plazas and Medians, caused by such removal. Upon any failure of PermitteeGCSD to remove the Improvements and any other possessions of PermitteeGCSD pursuant to this Section, PermitterCounty shall have the option, but not the obligation, to remove the Improvements from the Plazas and Medians. Any damages to the Improvements occasioned by such removal are expressly waived by PermitteeGCSD- as against County. Nothing in this section shall waive PermitteeGCSD's responsibility to reimburse PermitterCounty for costs incurred for the removal of such Improvements.

17. FIXTURES. PermitterCounty covenants and agrees that no part of the Improvements constructed, erected, or placed by PermitteeGCSD on the Plazas and Medians or other real property owned by PermitteeGCSD shall be or become, or be considered as being, affixed to, or a part of PermitterCounty's real property, and any and all provisions and principles of law to the contrary withstanding, it being the specific intention of PermitterCounty to covenant and agree that all Improvements of every kind and nature constructed, erected, or placed by PermitteeGCSD on the Plazas and Medians or other real property owned by PermitteeCounty shall be and remain the property of the PermitteeGCSD except as provided in Section 4516 herein (Removal of Improvements) of this Permit. PermitteeGCSD has the right to remove all PermitteeGCSD's Improvements at its sole expense on or before the expiration or termination of this Permit.

18. DEFAULT; REMEDIES

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

1. A failure to comply with any covenant, condition or representation made under this Permit and should such failure continue for ~~fifteen (15)~~thirty (30) days after the date of written notice by ~~County~~the non-defaulting party, provided that if it is not feasible to cure such default within such ~~45~~30-day period, ~~Permittee~~defaulting party shall have a reasonable period to complete such cure if ~~Permittee~~defaulting party promptly undertakes action to cure such default within such ~~45~~30-day period and thereafter diligently prosecutes the same to completion within sixty (60) days after the receipt of notice of default from ~~Permitter~~non-defaulting party or within ~~any longer~~ period agreed to by ~~Permitter~~County. ~~Permitter~~defaulting party. Non-defaulting party shall not be required to provide such notice more than twice in any twelve (12) month period with respect to any material non-monetary defaults and after the second notice in any calendar year, any subsequent failure by ~~Permittee~~defaulting party during such 12-month period shall constitute an Event of Default hereunder;

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

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

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

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

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

20. INSURANCE.

A. ~~Permittee~~GCSD shall obtain at its sole expense, and furnish evidence to County prior to the effective date of this Permit of a combined general liability and property

damage insurance policy in the amount of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, to be kept in full force during the term of this Permit and any extension hereof/thereof.

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

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

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

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

21. ENTRY BY PERMITTORCOUNTY/PERMITTEEGCSD.

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

B. BY PERMITTORCOUNTY. PermitterCounty reserves and shall have the right to enter the Plazas and Medians at any and all reasonable times, to inspect same, to post notices of non-responsibility, to alter, improve, repair or restore the Plazas and Medians, and to maintain any trees located on Plazas or Medians that may interfere with PermitterCounty's responsibility to maintain the roadway system as PermitterCounty may deem necessary or desirable, so long as PermitterCounty does not unreasonably interfere with PermitteeGCSD's Improvements or operations. For each of the aforesaid purposes, PermitterCounty shall at all times have and retain a key with which to unlock all of the gates and/or doors in, upon and

about the Plazas and Medians. PermitterCounty's right to enter the Plazas and Medians is subject to: (a) PermitterCounty having given not less than twenty-four (24) hours prior notice to PermitteeGCSD, and (b) an employee or agent of PermitteeGCSD being given an opportunity to be present during each and any entry to the Plazas and Medians which consent shall not be reasonably withheld.

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

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

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

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

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

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

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

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

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

This Permit is subsequent to and subject to all prior exceptions, reservations, grants, easements, leases or licenses of any kind whatsoever as the same appear on record in the office of the County Recorder, County of San Mateo, State of California. ~~Permittee~~GCSD covenants not to disturb the quiet and peaceful enjoyment of any and all parties having any legal right, title, interest or privilege in and to the Plazas and Medians and that the use of the Plazas and Medians by ~~Permittee~~GCSD shall at all times be conducted with proper regard for such rights, titles, interests and privileges.

27. LIENS.

- A. ~~Permittee~~GCSD shall keep the Property free from any liens arising from any work performed, materials furnished, or obligations incurred by or at the request of ~~Permittee~~GCSD.
- B. If any lien is filed against the Property as a result of the acts or omissions of ~~Permittee~~GCSD, or ~~Permittee~~GCSD's employees, agents, or contractors, ~~Permittee~~GCSD must discharge the lien or bond the lien off in a manner reasonably satisfactory to ~~Permitter~~County within thirty (30) days after ~~Permittee~~GCSD receives written notice from any ~~party~~Party that the lien has been filed.
- C. If ~~Permittee~~GCSD fails to discharge or bond any lien within such period, then, in addition to any other right of remedy of ~~Permitter~~County, ~~Permitter~~County may, at ~~Permitter~~County's election, discharge the lien by either paying the amount

claimed to be due or obtaining the discharge by deposit with a court or a title company or by bonding, or by such other methods reasonably acceptable to PermitterCounty provided that such methods are specified in writing by PermitterCounty to PermitteeGCSD.

D. PermitteeGCSD must pay on demand any amount paid by PermitterCounty for the discharge or satisfaction of any lien, and all reasonable attorneys' fees and other legal expenses of PermitterCounty incurred in defending any such action or in obtaining the discharge of such lien, together with all necessary disbursements in connection therewith.

28. NON-DISCRIMINATION

A. PermitteeGCSD shall comply with any applicable provisions of Section 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

B. No person shall, on the grounds of race, religious creed, color, religion, ancestry, sex, age (over 40), national origin, medical condition (cancer), ancestry, physical ~~or~~ disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, childbirth or related medical condition, marital military and veteran's status, or political affiliation be denied any benefits or subject to discrimination under this Permit.

C. PermitteeGCSD shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Permit. PermitteeGCSD's equal employment policies shall be made available to PermitterCounty upon request.

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

29. GENERAL PROVISIONS.

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

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

C. AUTHORITY OF PARTIES.

~~D.B. Corporate Authority. If either party hereto is a corporation, each party Each Party executing this Permit on behalf of the corporation represents public entity which is a Party hereto, represents and warrants that he or she is duly authorized to execute and deliver this Permit on behalf of said corporationpublic entity, in accordance with a duly adopted resolution of the governing board of directors of the corporationpublic entity or in accordance with the by-laws of the corporationpublic entity, and that this Permit is binding upon the corporationpublic entity in accordance with its terms.~~

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

~~E.C. WAIVER. The waiver by either partyParty of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of the permit fee hereunder by PermitterCounty shall not be deemed to be a waiver of any preceding~~

~~breach by PermitteeGCSD of any term, covenant or condition of this Permit, other than the failure of the PermitteeGCSD to pay the particular permit fee so accepted, regardless of PermitterCounty's knowledge of such preceding breach at the time of the acceptance of such permit fee.~~

~~F.D.~~ F.D. JOINT OBLIGATION. "Party" shall mean PermitterCounty or PermitteeGCSD; and if there be more than one PermitteeGCSD or PermitterCounty, the obligations hereunder imposed upon PermitteeGCSDs or PermitterCountys shall be joint and several.

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

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

~~I.G.~~ I.G. NEGATION OF PARTNERSHIP. PermitterCounty shall not become or be deemed a partner or a joint venturer with PermitteeGCSD by reasons of the provisions of this Permit.

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

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

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

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

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

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

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

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

BALANCE OF PAGE INTENTIONALLY BLANK

DRAFT

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

PERMITTEEGCSD:

THE STATE OF CALIFORNIA
GRANADA COMMUNITY SERVICES
DISTRICT

By: _____

Chuck Duffy, District General Manager

Approved as to form:

By: _____

_____ Attorney

_____ Legal Department

Jonathan Wittwer, District General Counsel

PERMITTORCOUNTY:

COUNTY OF SAN MATEO

By _____

EXHIBIT A

Map of Plazas and Medians

DRAFT

Exhibit B

Proposed Allowed Types of Improvements

Approved Improvements include:

- 1. Benches;**
- 2. Children's tree houses;**
- 3. Children's nature play areas;**
- 4. Fencing for safety;**
- 5. Fitness/exercise stations;**
- 6. Horse shoe pits;**
- 7. Picnic tables;**
- 8. Bicycle and Bicycle Pump tracks;**
- 9. Restrooms;**
- 10. Baseball and Softball pitch and catch;**
- 11. Spider-web rope-net climbing equipment;**
- 12. Swing sets and related children's playground equipment;**
- 13. Tree maintenance and other landscaping;**
- 14. Walking paths;**
- 15. Water fountains;**
- 16. ½ Court youth basketball courts;**
- 17. Use and storage of construction and other equipment and materials use in installation of improvements.**

COUNTY OF SAN MATEO

**Permit Agreement
(No. 5392)**

PLAZAS AND MEDIANS IN EL GRANADA

PERMITTEE:

THE GRANADA COMMUNITY SERVICES DISTRICT

**PERMIT AGREEMENT
No. 5392**

PLAZAS AND MEDIANS IN EL GRANADA

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

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

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

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

3. IMPROVEMENTS AND INSTALLATIONS. "Improvements" are defined as the improvements proposed in Exhibit B: Allowed Types of Improvements. GCSD has discretion to install improvements after completing the public process described above.. **BBQs** and disc golf shall not be permitted.

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

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

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

In its use or occupancy of any Plaza or Median, GCSD shall not do or permit anything

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

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

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

6. PERMIT FEE.

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

7. TERMINATION.

A. BY GCSD: GCSD shall have the right to terminate this Permit at any time upon one-hundred and twenty (120) days prior written notice to County. Should GCSD terminate the Permit, GCSD is responsible for returning Plazas and

Medians to the County in the condition received, unless otherwise agreed to in writing by both Parties. Any Improvements requiring removal shall be removed in no more than one-hundred and twenty (120) days after GCSD receives written notice from County to do so.

BY COUNTY: County shall have the right to terminate this Permit with a requirement of good cause at any time upon one-hundred and twenty (120) days prior written notice to GCSD. Should County terminate the Permit, GCSD is responsible for returning Plazas and Medians to the County in the condition received, unless otherwise agreed to in writing by both Parties.

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

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

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

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

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

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

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

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

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

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

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

However, GCSD's duty to indemnify and save harmless under this Section shall not apply any injury, damages, loss, or cost resulting from an occurrence outside the improved median areas, shall not apply to any claims that do not result from the Improvements described in Exhibit B, and shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

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

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

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

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

13. AMERICAN'S WITH DISABILITIES ACT. GCSD shall cause all Improvements to be constructed, operated, and maintained in a manner compliant with the American's With Disabilities Act ("ADA"). GCSD agrees to indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from any ADA barriers

to use or access of Improvements installed or constructed by or on behalf of GCSD present on Plazas and Medians .

14. MAINTENANCE. GCSD shall be responsible for the maintenance of any vegetation, including trees, located in Plazas and Medians in which Improvements have been constructed. If GCSD has only constructed Improvements on a portion of the Plazas and Medians, GCSD shall only be responsible for the vegetation, including trees, located within the boundaries of the Improvements. Should GCSD only construct Improvements on a portion of Plazas and Medians, County and GCSD shall agree in writing as to the boundaries of GCSD's maintenance responsibility.

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

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

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

GCSD agrees to identify all existing utilities and utility easements present on any Plaza or Median upon which GCSD proposes to install any Improvement. The identification of utilities shall be completed during the design of the proposed Improvement and used during the design of Improvements to ensure no utilities are bent, broken, punctured, or damaged during construction of the utility.

16. REMOVAL OF IMPROVEMENTS UPON EXPIRATION OR TERMINATION.

Upon the expiration or termination of this Permit for any reason, including but not limited to bankruptcy, GCSD shall immediately (and in no event later than one hundred and twenty (120) days after termination) remove from the Plazas and Medians the Improvements and any other property placed on the Plazas and Medians by GCSD or any of GCSD's Agents unless otherwise agreed to in writing by both Parties. If GCSD has installed Improvements on more than four Plazas or Medians, for every additional Plaza or Median containing Improvements the time for GCSD to complete removal shall be extended by 30 days. Such removal shall be performed in such a manner as to not interfere with the continuing use of the Plazas and Medians by County and others. GCSD shall, at GCSD's sole expense, repair any damage to the Plazas and Medians, or any facilities or equipment on the Plazas and Medians, caused by such removal. Upon any failure of GCSD to remove the Improvements and any other possessions of GCSD pursuant to this Section, County shall have the option, but not the obligation, to remove the Improvements from the Plazas and

Medians. Any damages to the Improvements occasioned by such removal are expressly waived by GCSD as against County. Nothing in this section shall waive GCSD's responsibility to reimburse County for costs incurred for the removal of such Improvements.

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

18. DEFAULT; REMEDIES

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

1. A failure to comply with any covenant, condition or representation made under this Permit and should such failure continue for thirty (30) days after the date of written notice by the non-defaulting party, provided that if it is not feasible to cure such default within such 30-day period, defaulting party shall have a reasonable period to complete such cure if defaulting party promptly undertakes action to cure such default within such 30-day period and thereafter diligently prosecutes the same to completion within sixty (60) days after the receipt of notice of default from non-defaulting party or within any longer period agreed to by **Countydefaulting** party. Non-defaulting party shall not be required to provide such notice more than twice in any twelve (12) month period with respect to any material non-monetary defaults and after the second notice in any calendar year, any subsequent failure by defaulting party during such 12-month period shall constitute an Event of Default hereunder;

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

i. County may terminate GCSD's right to use of the Plazas and Medians at any time by written notice to GCSD. Upon such termination in writing of GCSD's right to use of the Plazas and Medians, this Permit shall terminate and County shall be entitled to recover damages from GCSD as provided by law.

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

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

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

20. INSURANCE.

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

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

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

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

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

21. ENTRY BY COUNTY/GCSD.

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

B. BY COUNTY. County reserves and shall have the right to enter the Plazas and Medians at any and all reasonable times, to inspect same, to post notices of non-responsibility, to alter, improve, repair or restore the Plazas and Medians, and to

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

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

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

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

County:	GCSD:
County of San Mateo	Granada Community Services District
County Manager's Office	P.O Box 335
Real Property Services Division	El Granada, CA 94018
555 County Center, 4th Floor	Phone: (650) 726-7093
Redwood City, CA 94063	granada@granada.ca.gov
Phone: (650) 363-4047	

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

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

assignment or encumbrance shall constitute a further waiver of provisions of this Section.

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

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

This Permit is subsequent to and subject to all prior exceptions, reservations, grants, easements, leases or licenses of any kind whatsoever as the same appear on record in the office of the County Recorder, County of San Mateo, State of California. GCSD covenants not to disturb the quiet and peaceful enjoyment of any and all parties having any legal right, title, interest or privilege in and to the Plazas and Medians and that the use of the Plazas and Medians by GCSD shall at all times be conducted with proper regard for such rights, titles, interests and privileges.

27. LIENS.

A. GCSD shall keep the Property free from any liens arising from any work performed, materials furnished, or obligations incurred by or at the request of GCSD.

B. If any lien is filed against the Property as a result of the acts or omissions of GCSD, or GCSD's employees, agents, or contractors, GCSD must discharge the lien or bond the lien off in a manner reasonably satisfactory to County within thirty (30) days after GCSD receives written notice from any Party that the lien has been filed.

C. If GCSD fails to discharge or bond any lien within such period, then, in addition to any other right of remedy of County, County may, at County's election, discharge the lien by either paying the amount claimed to be due or obtaining the

discharge by deposit with a court or a title company or by bonding, or by such other methods reasonably acceptable to County provided that such methods are specified in writing by County to GCSD.

D. GCSD must pay on demand any amount paid by County for the discharge or satisfaction of any lien, and all reasonable attorneys' fees and other legal expenses of County incurred in defending any such action or in obtaining the discharge of such lien, together with all necessary disbursements in connection therewith.

28. NON-DISCRIMINATION

A. GCSD shall comply with any applicable provisions of Section 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

B. No person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran's status, or political affiliation be denied any benefits or subject to discrimination under this Permit.

C. GCSD shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Permit. GCSD's equal employment policies shall be made available to County upon request.

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

29. GENERAL PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

BALANCE OF PAGE INTENTIONALLY BLANK

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

GCSD:

GRANADA COMMUNITY SERVICES
DISTRICT

By: _____
Chuck Duffy, District General Manager

Approved as to form:

By: _____
Jonathan Wittwer, District General Counsel

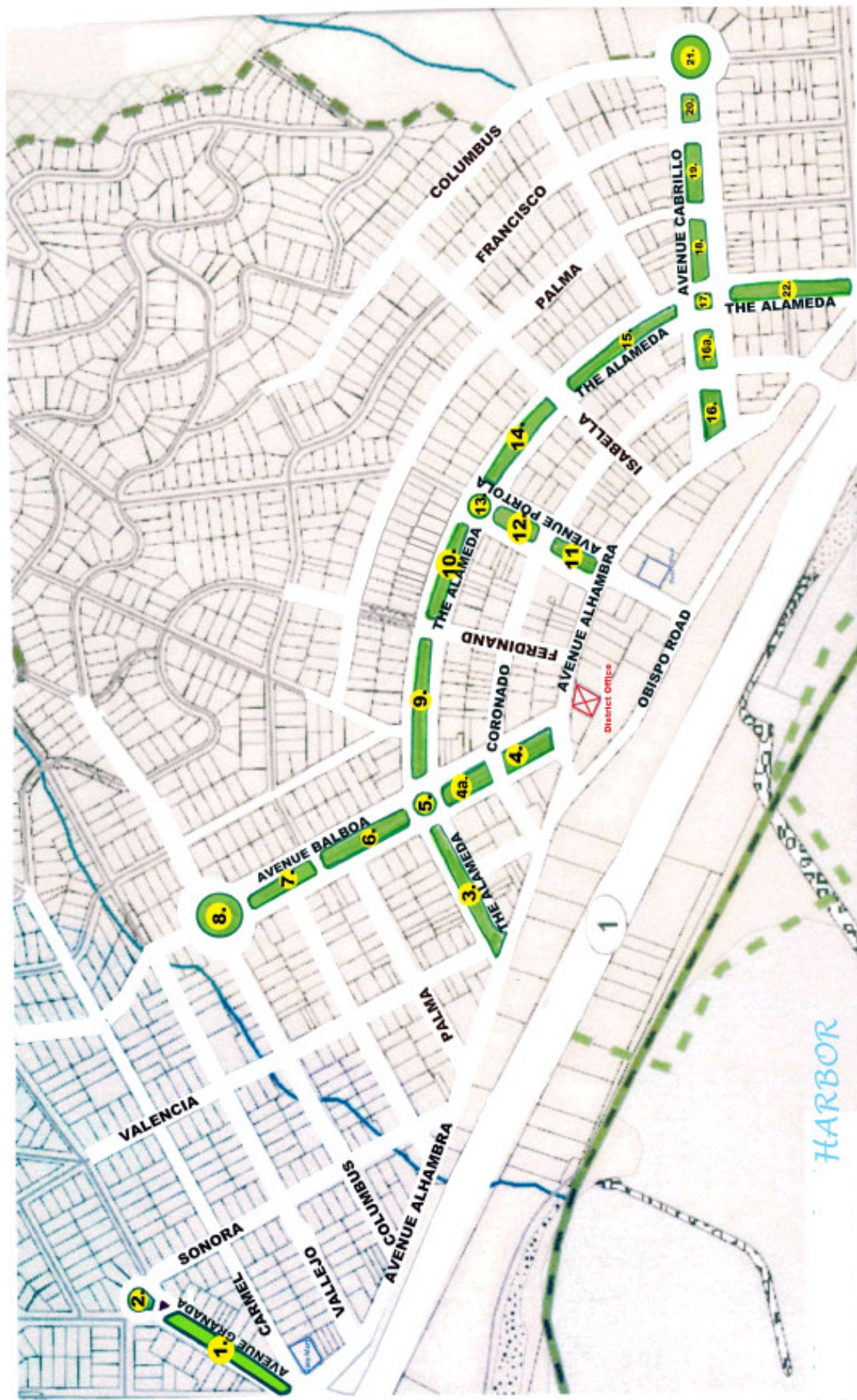
COUNTY:

COUNTY OF SAN MATEO

By _____

EXHIBIT "A"

El Granada Medians & Plazas
 Numbered 1 - 22 (8 & 21 are Plazas)



September 2, 2016

Mr. Nicholas Calderon, Interim Real Property Manager
Real Property Services
County of San Mateo, County Manager's Office
555 County Center, 4th Floor
Redwood City, CA 94063-1655

Re: GCSD Services Proposed in El Granada Medians

Dear Mr. Calderon:

Pursuant to your request at our meeting of August 4, 2016, please find enclosed the list of median improvements that may be considered by the District if an agreement can be reached between the District and the County.

This letter also serves to address the concerns raised in your letter dated July 6, 2016 regarding funding, implementation, ongoing operations and maintenance, insurance coverage for the proposed park & recreation improvements, community outreach, ADA and LCP compliance and permitting.

As you are aware, the District reorganized to become a Community Services District (CSD) in October 2014 as a result of a local need for parks and recreation. As a CSD, the District is an independent local government authorized to provide parks and recreation services within the District's boundaries. Just as any City, County or other government agency, the GCSD has a duty to comply with all Federal, State and local laws, and to comply with all County ordinances, and permitting rules and regulations, including ADA and LCP compliance.

The funding for park improvements and ongoing operations and maintenance will primarily come from the District's one percent ad valorem property tax, which last year totaled \$616,355. The 2016/17 Parks Budget, which I distributed at the 8/04/16 meeting and emailed to you on 8/22/16, allocates \$400,000 parks, with over half going to reserves, as the District did not have a park plan when the budget was adopted. Once GCSD has a plan, the budget may be amended to shift additional funds to parks. The District will also take advantage of other funding opportunities such as grants and fundraisers, and whenever possible, offset operation and maintenance costs by implementing volunteer programs.

The County Parks Department is currently contracted to carry out the District's Action Plan and to perform routine maintenance and repairs. Unless the existing Agreement between the County and GCSD is terminated, the Agreement is in effect until June 2017 and renewable for an additional two years. If the District or the County were to terminate the Agreement, the District will seek another contractor or hire in-house staff to perform park operations and maintenance.

The District intends to take a community based parks planning approach, by encouraging public participation and engaging the public in all aspects of the planning process. This will include seeking support from property owners who are adjacent to the medians. However, it is the District's position that the County has in-fee ownership of the El Granada Medians, which is an issue being addressed by District Legal Counsel.

The District's liability carrier is The California Sanitation Risk Management Authority (CSRMA), through a policy held by the Sewer Authority MidCoastside, a Joint Powers Agency, of which the District is a Member Agency. The coverage limit is \$15,500,000 per occurrence, combined for bodily injury, property damage and personal injury, plus 10,000,000 in excess liability for each occurrence or wrongful act. The Memorandum of Liability Coverage was distributed at the meeting and emailed to you with the GCSD Budget, and I suspect the coverage is sufficient for the time being.

The District is anxious to move forward with a park plan and the Median Improvement Project in particular. I hope this letter satisfactorily addresses most of your concerns, and I look forward to your response.

Sincerely,
GRANADA COMMUNITY SERVICES DISTRICT

Delia Comito
Assistant General Manager

Enclosure

Cc: Chuck Duffy
Jonathan Wittwer

GCS D LIST OF PROPOSED EL GRANADA MEDIAN IMPROVEMENTS

(Approved by GCS D Board of Directors on 8/25/16)

In alphabetical order:

BBQ's
Benches
Children's tree house (low element on playground set)
Children's nature play area
Disc golf
Fencing for safety
Fitness/exercise-stations
Horse shoes
Picnic Tables
Pump track
Softball pitch & catch
Spider-web rope-net climbing equipment
Swings and/or swing sets
Tree maintenance and other landscaping
Walking path improvements
Water fountains
Youth basketball ½ court

ITEM #4

GRANADA COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

To: Board of Directors
From: Chuck Duffy, General Manager
Subject: Consideration of Sewer Main Relocation Plan Over the Medio Creek Bridge Crossing
Date: March 16, 2017

I have attached a report on the proposed Medio Creek bridge sewer main relocation, as prepared by District Engineer John Rayner from Kennedy/Jenks Consultants. The scope of the report investigates the options associated with the existing Medio Creek sewer line crossing, which is an area of concern due to the erosion of the cliffs near the mouth of the creek. The first phase of this project was completed in 2012. That project consisted of redirecting the Naples Beach Pump Station force main from crossing over the Medio Creek bridge, and relocating the force main so it tied directly into SAM's IPS pipeline in Highway 1, thereby eliminating approximately 40,000 GPD of flow from the bridge crossing. Phase two of the original project, as described by John in his attached technical memorandum, would redirect the remaining approximately 20 ERU's (4,000 GPD), which still flow by gravity across the bridge, to the Naples Beach Pump Station.

[Type text]

KENNEDY/JENKS CONSULTANTS

DRAFT TECHNICAL MEMORANDUM UPDATE

Medio Creek/Naples Beach Project

GRANADA COMMUNITY SERVICES DISTRICT

Prepared by: John H. Rayner

Date: 5 December 2016

Project No: K/J 015011*06/TMUP

EXECUTIVE SUMMARY

The Granada Community Services District sewer that crosses Medio Creek on the pedestrian bridge is at risk because the bridge foundation is subject to damage from high surf. This Technical Memorandum Update reviews the Phase 2 alternatives available to eliminate sewage from the last few housing units connected to sewers that still cross Medio Creek. That flow would then be redirected to the Naples Beach Pump Station. Phase 1 of the project, completed in 2012, modified the Naples Beach Pump Station, redirected several sewers and provided a force main to SAM's IPS interceptor, thereby avoiding the creek crossing. The second phase will reroute the remaining flow that still crosses the creek to the Naples Beach Pump Station. This flow is from about 20 housing units on Mirada Road, west of Alameda Avenue.

PROJECT BACKGROUND

This updates Phase 2 of the Naples Beach project as described in our July 2005 technical memorandum (TM). The primary objective of the Naples Beach project was to eliminate the sewer crossing Medio Creek, at the pedestrian bridge, because of threat to the sewer caused by ongoing beach and cliff erosion. At the time, the sewer crossing Medio Creek conveyed all GCSD wastewater from homes and businesses located south of the creek. The project was divided into two phases with Phase 1, which was complete in November 2012, eliminating all wastewater flowing over Medio Creek except from about 20 housing units on Mirada Road west of Alameda Ave and near the creek crossing. Phase 2 of the project would eliminate the wastewater from these remaining units from crossing Medio Creek.

As described in the 2005 TM, wastewater from the remaining units was proposed to be rerouted to the Naples Beach Pump Station by constructing about 1,000' of new sewer along Mirada Road and Ramona Way, the paper street in the former Ocean Shore Railway right of way, now owned by the State Parks Department as shown on Figure 1. Construction cost for Phase 2 was estimated in 2005 to be about \$350,000.

This TM update estimates the current construction cost of the Phase 2 sewer described in the 2005 TM and also looks at the alternative of providing a small pump station with a force main

connecting to the sewer on Alameda Ave. The comparison of alternatives will estimate construction costs and other factors associated with each alternative.

GRAVITY SEWER ALTERNATIVE

As shown on Figure 1, the gravity sewer alternative would begin at the west end of Mirada Road, just south of the Medio Creek pedestrian bridge, where a new manhole would intercept the flow between manholes G9-31 and G9-9. From there a new sewer would follow Mirada Road east for about 375' and then turn south along State Park property (shown on some maps as the "paper street" Ramona Way) for about 570' where it would connect into manhole G10-8 on Alcatraz Ave. The existing sewer between manhole G10-10 on San Andreas Ave. and manhole G10-8 on Alcatraz Ave. would be replaced with a deeper sewer as a part of this alternative. (A topographic survey conducted as part of the 2005 TM confirmed that there would be sufficient slope for the new sewer provided it connected to the deeper manhole G10-8 rather than manhole G10-10). This alternative would require an easement from the State Parks Department for the sewer.

New sewer laterals from the property line cleanouts of homes along Mirada Road would be connected into the new sewer. As long as the existing sewer crossing Medio Creek is available, it would continue to remain as an emergency diversion in case of a problem with the force main from the Naples Beach Pump Station to the IPS.

The construction cost estimate for the Gravity Sewer Alternative is approximately \$352,000.

PUMP STATION ALTERNATIVE

As shown on Figure 2, the pump station alternative would use a small duplex grinder pump station to pump wastewater from the remaining units to the existing sewer on Alameda Ave. The pump station would be located at the west end of Mirada Road where it would be connected through a short sewer to manhole G9-9. The pump station would be an underground structure with its electrical controls, telemetry and emergency electrical and pump connections located above ground. Depending on its final location, the pump station site would need either an easement or encroachment permit from the County, City or a private property owner.

The pumps would be grinder pumps discharging into a 2" force main. A parallel 4" emergency pump around force main would be installed in the same trench which would be used by a portable pump if the pump station was out of service. The two pipelines would connect into MH G9-11 in Alameda Ave. Sewer laterals from the houses on Mirada Road would be connected to new 6" pipeline that would be slip lined into the existing 10" sewer (CCTV inspections indicate that the existing 10" sewer is in poor condition). For as long as the existing sewer crossing Medio Creek is available, this alternative would include a high level gravity diversion to the existing sewer that crosses Medio Creek.

The construction cost estimate for the Pump Station Alternative is approximately \$362,000. The estimate includes slipping the existing 10" sewer on Mirada Road, which serves just 4 houses, with a new 6" pipeline and replacing the house laterals from the main to the property line

cleanout (new laterals from the property line cleanout are included in the Gravity Sewer Alternative). If sliplining and lateral replacements along Mirada Road are not included the construction cost estimate would be reduced to about \$320,000.

DIVERSION TO SEWER CROSSING MIRADA CREEK

As noted above both alternatives utilize the existing sewer crossing Medio Creek as an emergency diversion for as long as the crossing remains available. The sewer alternative would continue to allow for diversion of all flow from the Naples Beach pump station in case of a problem with the force main to the IPS. For the pump station alternative, just the flow into the pump station (about 20 units) would be able to be diverted. In both cases the ability to divert flow over the creek in an emergency would only be available for as long as the creek crossing remains useable.

COMPANION PROJECT NORTH OF MEDIO CREEK CROSSING

In June 2016 SAM notified GCSO that it had removed about 50 pounds of material from the sewer just north of the creek crossing (between manholes G9-6 and G9-7). The material appeared to be a mixture of asbestos and soil. GCSO then authorized a CCTV inspection of this sewer and other sewers immediately north and south of the Medio Creek crossing as well as the sewer crossing Medio Creek. The CCTV inspection confirmed that the asbestos cement sewer identified by SAM was in very poor condition and in some locations enough pipe material was missing that soil was visible.

Since completion of the Phase 1 of the Naples Beach project, this 10" sewer now has very little flow (connect to fewer than 25 units) but still needs to be rehabilitated. However the type of rehabilitation may depend on which alternative is selected for Phase 2 of the Naples Beach project. If the Phase 2 Sewer Alternative is selected, the sewer would continue to be available for the emergency diversion of all flow south of Medio Creek and should be rehabilitated as a 10" sewer. If the Phase 2 Pump Station alternative is selected, the sewer could instead be rehabilitated as a 6" sewer by slip lining the new pipe into the existing 10" sewer. If the next CIP project is constructed before a decision is made regarding Phase 2, this sewer should be rehabilitated as a 10" sewer.

ENVIRONMENTAL, PERMITTING AND OTHER APPROVALS

The District will likely need to obtain various approvals from other agencies before constructing the project. Permits obtained in 2010 for the Naples Beach Project included both Phase 1 and the Gravity Sewer Alternative in Phase 2. These permits may need to be updated because the length of time between permitting and construction. Permits and environmental requirements are listed below.

1. CEQA (California Environmental Quality Act) – The project needs an Initial Study and should qualify for a Negative Declaration. It is not anticipated that EIR will be required.
2. Coastal Development Permit - This permit is required because the project is in the Coastal Zone. The permit would be obtained from the City of Half Moon Bay.
3. Other Possible Approvals Needed
 - a) City Planning – The City (or County, as Mirada Road is the dividing line between the city and county) may require the District to go through the planning process if the Pump Station if that alternative is pursued.
 - b) State Parks – The new sewer along Ramona Way is on State of California land controlled by the Parks Department. Besides requiring an easement the Parks Department will likely want to review the design of facilities on its property if the Gravity Sewer Alternative is selected.

RECOMMENDED PROJECT

The Gravity Sewer Alternative is recommended. Both alternatives are estimated to cost about the same to construct but a pump station will have higher operating and maintenance costs. The Gravity Sewer Alternative also allows for the force main diversion to stay in place for as long as the Medio Creek crossing remains usable.

It's recommended that the District initially pursue the Gravity Sewer Alternative by making sure that the State is willing to process an easement for the sewer. If it's determined that the State is unwilling to grant an easement for the sewer the District should then pursue the Pump Station Alternative.

SCHEDULE

The project schedule is dependent on the time required to obtain environmental clearance, permits and the other approvals discussed above. However our best estimate at this time is that the project would be ready to advertise for bids within 12 months and constructed 6 months after awarding the construction contract.

In order to realize economies of scale for design and construction, it's recommended that this project be combined with the companion project on the north side of the creek, described above, as well as other needed system wide CIP improvements such that total construction cost is at least in the range of \$750k to \$1 million.

[Type text]

FIGURES

FIGURE 1 - Gravity Flow Alternative

FIGURE 2 – Pump Station Alternative

APPENDIX

APPENDIX 1 – Cost Estimates

OPINION OF PROBABLE CONSTRUCTION COST

KENNEDY/JENKES CONSULTANTS

Project: Granada Community Services District - Medio Creek/Naples Beach Project

Prepared By: DJM

Building, Area: Miramar (Mirada Road) - Alternative No. 1: Gravity Flow

Date Prepared: 30-Nov-16
K/J Proj. No.: 015011*06

Estimate Type: Conceptual Construction
 Preliminary (w/o plans) Change Order
 Design Development @ % Complete

Current at ENR
Escalated to ENR
Months to Midpoint of Construct 18

Spec. No.	Item No.	Description	Qty	Units	Materials		Installation		Sub-contractor		Total
					\$/Unit	Total	\$/Unit	Total	\$/Unit	Total	
	1.00	Mobilization/Traffic/Shoring	1	LS			50,000.00	50,000			50,000
	2.00	8" PVC Sewer	980	LF							
		Sawcut	1,960	LF					2.26	4,430	4,430
		Demo Asphalt	48	TON			50.00	2,396			2,396
		Excavation	381	BCY			4.81	1,833			1,833
		Short Haul	495	LCY			9.73	4,821			4,821
		Backfill and Compaction	472	LCY			38.49	18,162			18,162
		8" PVC SS Pipe	980	LF		6.15	4.29	4,204			10,231
		Compaction Testing	4	EA			140.00	560			560
		4" Asphalt	272	SY		17.95	34.08	9,277			14,164
		Load Spoils	495	LCY			9.74	4,826			4,826
		T&D Spoils	743	TON			50.00	37,158			37,158
		Dewatering	1	LS			10,000.00	10,000			10,000
	3.00	Manhole (new)	4	EA							
		Sawcut	192	LF					2.26	434	434
		Demo Asphalt	102	TON			50.00	5,120			5,120
		Excavation	133	BCY			4.81	641			641
		Short Haul	173	LCY			9.73	1,687			1,687
		Footing	8	CY		125.00	1,000	142			1,142
		48" Dia. Precast MH	4	EA		800.00	3,200	4,248			7,448
		Frame and Cover	4	EA		246.00	984	928			1,912
		Backfill and Compaction	107	LCY			38.49	4,106			4,106
		4" Asphalt	16	SY		17.95	287	545			832
		Load Spoils	173	LCY			9.74	1,688			1,688
		T&D Spoils	260	TON			50.00	13,000			13,000
	4.00	Manhole (rehab)	3	EA		2,500.00	7,500	7,500			15,000
	5.00	4" Sewer Laterals	100	LF							
		Sawcut	200	LF					2.26	452	452
		Demo Asphalt	44	TON			50.00	2,222			2,222
		Excavation	22	BCY			4.81	107			107

OPINION OF PROBABLE CONSTRUCTION COST

Project: Granada Community Services District - Medio Creek/Naples Beach Project

KENNEDY/JENKES CONSULTANTS

Prepared By: DJM
Date Prepared: 30-Nov-16
K/J Proj. No. 015011*06

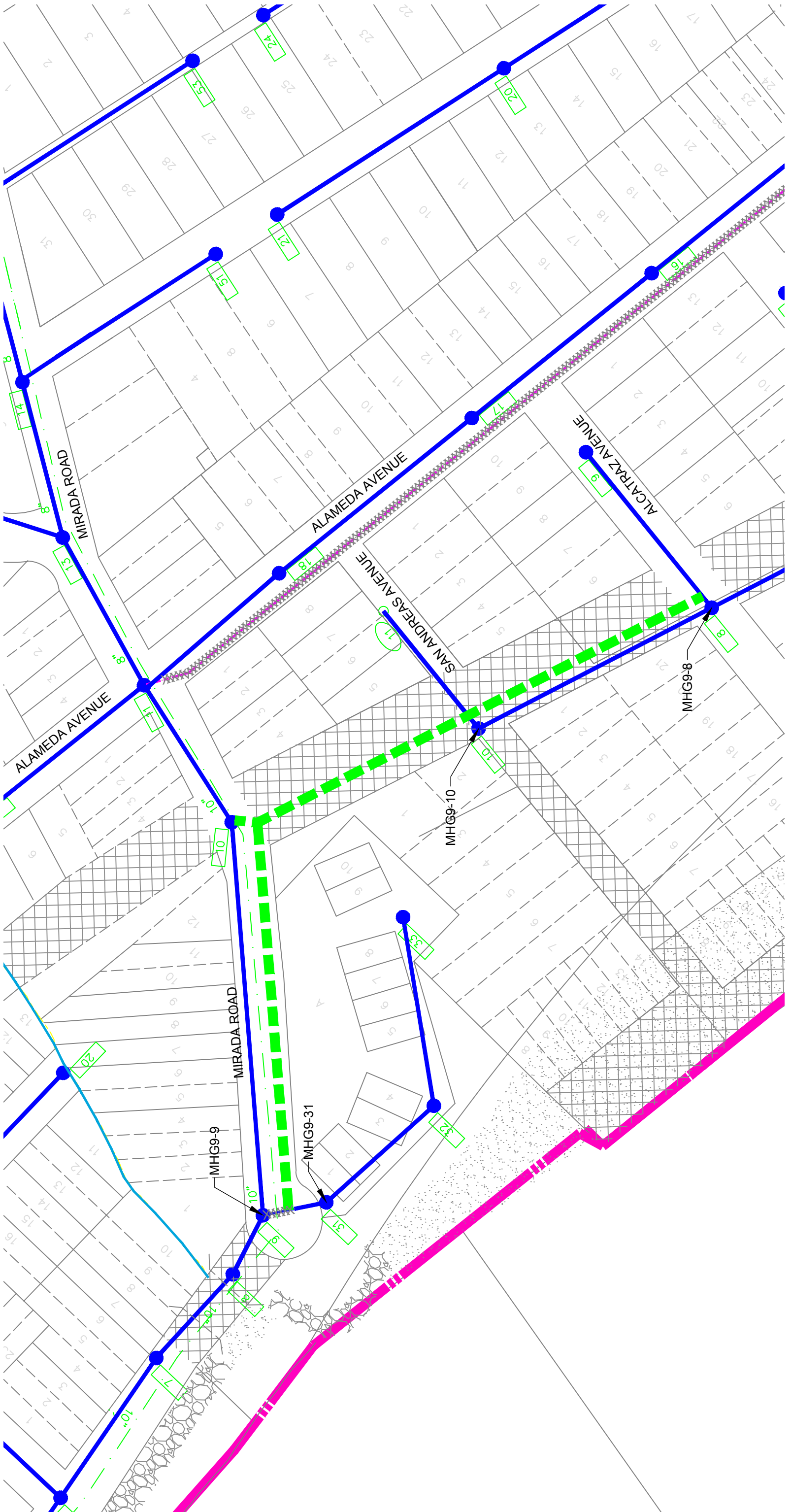
Building, Area: Miramar (Mirada Road) - Alternative No. 2: Lift Station

Estimate Type: Conceptual Construction
 Preliminary (w/o plans) Change Order
 Design Development @ % Complete

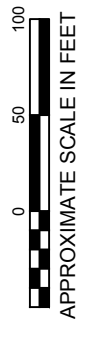
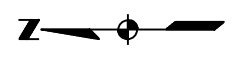
Current at ENR Escalated to ENR
Months to Midpoint of Construct 18

Spec. No.	Item No.	Description	Qty	Units	Materials		Installation		Sub-contractor		Total
					\$/Unit	Total	\$/Unit	Total	\$/Unit	Total	
	1.00	Mobilization/Traffic/Shoring	1	LS			50,000.00	50,000			50,000
	2.00	Sloping	540	LF							
		Cleaning	540	LF					14	7,560	7,560
		Video Inspection	1	LS					1,000	1,000	1,000
		HDPE Pipe Lining	540	LF	10.40	5,616	5.20	2,808			8,424
	3.00	Manholes	1	EA							
		Sawcut	48	LF					2.26	108	108
		Demo Asphalt	16	SY			50.00	800			800
		Excavation	33	BCY			4.81	160			160
		Short Haul	43	LCY			9.73	422			422
		Footing	2	CY	125.00	250	17.80	36			286
		48" Dia. Precast MH	1	EA	800.00	800	1,062.00	1,062			1,862
		Frame and Cover	1	EA	246.00	246	232.00	232			478
		Backfill and Compaction	27	LCY			38.49	1,026			1,026
		4" Asphalt	16	SY	17.95	287	34.08	545			832
		Load Spoils	43	LCY			9.74	422			422
		T&D Spoils	65	TON			50.00	3,250			3,250
	4.00	4" Sewer Laterals	100	LF							
		Sawcut	200	LF					2.26	452	452
		Demo Asphalt	28	TON			50.00	1,389			1,389
		Excavation	22	BCY			4.81	107			107
		Short Haul	29	LCY			9.73	281			281
		Backfill and Compaction	29	LCY			38.49	1,112			1,112
		4" PVC SS Pipe	100	LF	1.49	149	3.83	383			532
		4" PVC SS Pipe	200	LF	1.49	298	3.83	766			1,064
		Compaction Testing	4	EA			140.00	560			560
		4" Asphalt	28	TON	17.95	499	34.08	947			1,445

	Load Spoils	29	LCY				9.74	281			281
	T&D Spoils	43	TON				50.00	2,167			2,167
	5.00 Manhole (rehab)	2	EA	2,500.00	5,000		2,500.00	5,000			10,000
	6.00 Pump Station	1	EA	50,000.00	50,000						50,000
	Sawcut	64	LF						2.26	145	145
	Demo Asphalt	28	TON				50.00	1,422			1,422
	Excavation	85	BCY				4.81	410			410
	Short Haul	111	LCY				9.73	1,079			1,079
	Backfill and Compaction	27	LCY				38.49	1,026			1,026
	4" Asphalt	28	SY	17.95	511		34.08	969			1,480
	Load Spoils	111	LCY				9.74	1,080			1,080
	T&D Spoils	166	TON				50.00	8,320			8,320
	Electrical	1	LS						10,000	10,000	10,000
	7.00 By-Pass Pumping	5	DAY				724.00	3,620			3,620
	8.00 2" FM and 4" Pump Around	550	LF								
	Sawcut	1,100	LF						2.26	2,486	2,486
	Demo Asphalt	27	TON				50.00	1,344			1,344
	Excavation	214	BCY				4.81	1,029			1,029
	Short Haul	278	LCY				9.73	2,705			2,705
	Backfill and Compaction	265	LCY				38.49	10,193			10,193
	2" PVC SS Pipe	550	LF	0.73	402		1.22	671			1,073
	2" PVC SS Pipe	1,100	LF	1.73	1,903		2.22	2,442			4,345
	Compaction Testing	2	EA				140.00	280			280
	4" Asphalt	27	SY	17.95	483		34.08	916			1,399
	Load Spoils	278	LCY				9.74	2,708			2,708
	T&D Spoils	417	TON				50.00	20,854			20,854
	9.00 Pump Around Connection										
	Sawcut	20	LF								
	Demo Asphalt	1	TON				50.00	50	2.26	45	45
	Excavation	4	BCY				4.81	18			18
	Short Haul	5	LCY				9.73	47			47
	Backfill and Compaction	2	LCY				38.49	77			77
	Valve Box	1	EA	325.00	325		103.00	103			428
	Quick Connect	1	EA	100.00	100		50.00	50			150
	4" Asphalt	3	SY	17.95	50		34.08	95			145
	Load Spoils	4	BCY				9.74	36			36
	T&D Spoils	6	TON				50.00	278			278



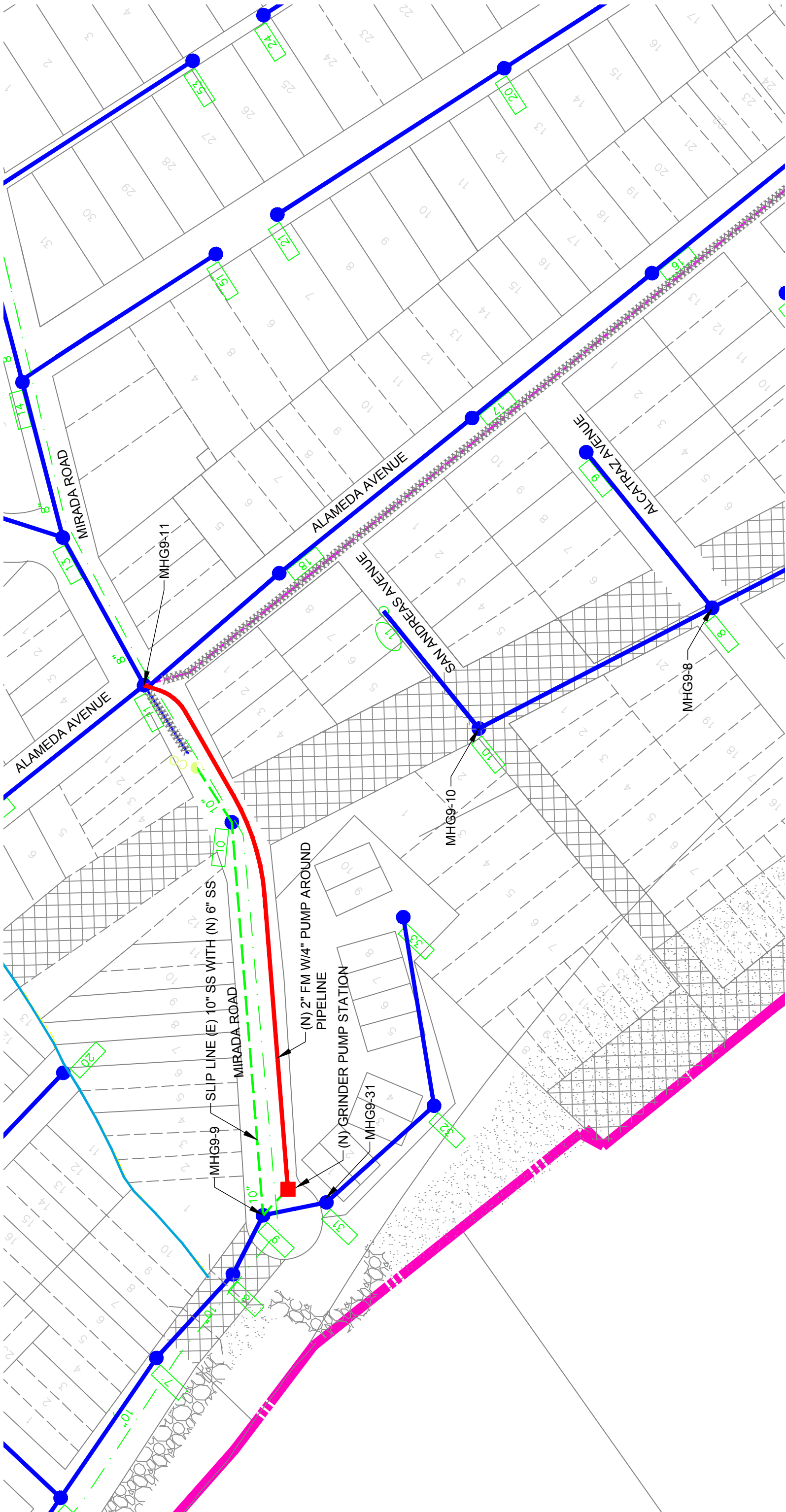
- LEGEND**
- NEW SEWER
 - - - EMERGENCY DIVERSION FORCE MAIN
 - - - ABANDONED SEWER



Kennedy/Jenks Consultants
Granada Community Services District
Naples Beach Project
Phase 2 Proposed Sewer Alternative
Gravity Sewer

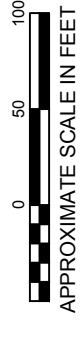
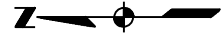
K/J 015011*06
5 December 2016

Figure 1



LEGEND

-  NEW SEWER FORCE MAIN
-  SLIP LINE EXISTING SEWER
-  ABANDONED FORCE MAIN
-  ABANDONED SEWER



Kennedy/Jenks Consultants
Granada Community Services District
Naples Beach Project
Phase 2 Proposed Sewer Alternative
Pump Station Alternative

KJJ 015011*06
5 December 2016

Figure 2

ITEM #5

AGENDA MEMORANDUM

To: Board of Directors
From: Delia Comito, Assistant General Manager
Subject: Report by District's Sewer Authority Mid-Coastside Representatives.
Date: March 16, 2017

Please note that in addition to the two most recent SAM meetings held on February 27 and March 13, 2017, this month's report will include the SAM meetings held on January 23 and February 13, 2017, as the SAM report was tabled at the last GCSD board meeting.

MINUTES
SAM BOARD OF DIRECTORS MEETING
January 23, 2017

1. CALL TO ORDER

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

- A. Pledge of Allegiance
- B. Roll Call

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

2. SPECIAL ORDER OF THE DAY

- A. Presentation by SMCRCD on 2016/17 First Flush

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

3. PUBLIC COMMENT

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

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

- A. Approve Minutes of January 9, 2017 Board of Directors Meeting

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

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

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

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

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

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

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

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

- A. Authorize the Comprehensive Hydraulic Modeling Project and Authorize Staff to Advertise a Request for Proposals

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

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

B. Receive Update on Strategic Plan Process

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

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

A. Adopt a Resolution Expressing Appreciation to Rick Kowalczyk for His Years of Service on the SAM Board of Directors

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

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

B. Receive Update on Recent Storm Events

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

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

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

discussion ensued.

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

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

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

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

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

D. Discuss Draft 5-Year Infrastructure Plan and Provide Direction to Staff

This agenda item will be discussed at a future Board meeting

E. Discuss Ad Hoc Committee Assignments and Scheduling

This agenda item will be discussed at a future Board meeting

9. GENERAL MANAGER'S REPORT

A. Monthly Report for December 2016

This agenda item will be discussed at a future Board meeting

10. ATTORNEY'S REPORT

This agenda item will be discussed at a future Board meeting

11. DIRECTORS' REPORTS

12. FUTURE AGENDA ITEMS

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

13. ADJOURNMENT

Chair Slater-Carter adjourned the meeting at 9:14 p.m.

Respectfully Submitted,

Approved By:





Kathy Matthews
Recording Secretary

Board Secretary

MINUTES
SAM BOARD OF DIRECTORS MEETING
February 13, 2017

1. CALL TO ORDER

Vice-Chair Woren called the meeting to order at 7:01 p.m. at the SAM Administration Building, located at 1000 N. Cabrillo Highway, Half Moon Bay, CA 94019

- A. Pledge of Allegiance
- B. Roll Call

Directors Blanchard (for Lohman), Ruddock, Woren, Harvey (for Slater-Carter), Penrose and Boyd were present. Also present were Legal Counsel Nelson, General Manager Marshall, Supervisor of Administrative Services Matthews, and Supervisor of Treatment/Field Operations Costello.

2. SPECIAL ORDER OF THE DAY - NONE

3. PUBLIC COMMENT - NONE

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

- A. Conference with District's Labor Negotiators Pursuant to Government Code Section 54957.6. District's Designated Representatives: Fran Buchanan, IEDA. Employee Organization: IUOE, Stationary Local No. 39

The Board went in to Closed Session at 7:03 p.m.

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

The Board reconvened to Open Session at 7:09 p.m. Vice-Chair Woren reported that there was no reportable action.

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

- A. Approve Minutes of January 23, 2017 Board of Directors Meeting and January 21, 2017 Special Board Meeting
- B. Approve Payment of \$32,003.50 to Pacific EcoRisk for Species Screening as Required for NPDES Permit Renewal
- C. Approve Disbursements for February 13, 2017

Following a brief discussion, Director Boyd moved and Director Penrose seconded the motion to approve the Consent Agenda items as presented.

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

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

A. Receive Update on Recent Storm Events *(deferred from January 23, 2017, Special Board Meeting)*

Tim Costello, Supervisor of Treatment/Field Operations, updated the Board on the overflow at the Kanoff Lift Station on January 22, 2017. He informed the Board that before PG&E was able to get the power back on, the station did overflow and the overflow went down to the creek. He did state that staff did do sampling and cleaned up everything that could be cleaned up.

In addition, Tim also informed the Board that during the previous storm, SAM had gone in to "Storm Mode" and used the wet weather tanks in Montara and El Granada. Director Ruddock requested a report on the incident. General Manager Marshall stated this is a Montara collection issue and no report would be issued.

Supervisor of Treatment/Field Operations Costello also discussed the flooding of the electrical room at the Princeton Pump Station and informed the Board that he and Engineering & Construction Contract Manager Prathivadi had been out to the pump station to assess what could be done to prevent future flooding. Director Boyd stated that he would like to have an idea of how much water is going into the electrical room. A discussion ensued.

A. Discuss Ad Hoc Committee Assignments and Scheduling *(deferred from January 23, 2017 meeting)*

Vice-Chair Woren postponed this agenda item tentatively until all 6 regular directors are in attendance.

B. Monthly Manager's Report for December 2016 *(deferred from January 23, 2017 meeting)*

General Manager Marshall updated the Board on recent activities during the month of December 2016 as set forth in her written report to the Board. A discussion ensued. Director Boyd requested taking note on a matter of interest for Montara to look at the flow report percentages. Vice-Chair Woren pointed out that it was General Manager Marshall's one year anniversary in December. Vice-Chair Woren commented on the pump hardware problems and the increase of the electric bill. General Manager Marshall stated that she will have Engineering & Construction Contract Manager

Prathivadi share his analysis and comparisons with the Board regarding the electric bill when he returns. Director Woren suggested that he do a formal write-up.

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

- A. Discuss and Possibly Authorize Request from Coastside County Water District to Expand SRT Scope of Work for the 25% Design of the Recycled Water Project

Following discussion, the SAM Board concurred to not approve the request and suggested the following options in lieu of CCWD's request to expand the SRT scope of work 25% design:

- CCWD can contract directly with SRT to perform the requested work and SAM will authorize SRT to share the necessary data to allow them to perform the analysis in an efficient manner.
- After 25% design work is completed, CCWD can renew its request and SAM can re-evaluate the request at that time.

- B. Discuss Budget Priorities for Fiscal Year 2017/18 and Provide Direction to the Ad Hoc Finance Committee and Staff

Director Boyd updated the Board on the finance committee meeting with General Manager Marshall on Saturday, February 4th. He informed the Board that they had discussed the audit, budget line allocations, and format. A discussion ensued. Director Woren and Ruddock discussed multi-year budgeting. Ruddock stated that she would like to see sea level rise included in the budget. Director Boyd suggested that he would like to try to get in an analysis of a feasibility Co-Gen and also life-cycle information on capital equipment. Following discussion, Vice-Chair Woren moved on to the next agenda item.

- C. Authorize Chair Slater-Carter to Attend and be Reimbursed for the WateReuse California Annual Conference in San Diego March 19 - 21, 2017

Director Ruddock moved and Director Boyd seconded the motion to authorize Chair Slater-Carter to attend and be reimbursed for the WateReuse California Annual Conference in San Diego March 19 – 21, 2017. Vice-Chair Woren moved that approval is granted. Director Slater-Carter needs to submit a report with guidelines from AB1234.

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

- D. Discuss Transition of SAM Directors to Employee Status

A discussion ensued. Director Boyd requested that he would like something in each

Agenda that makes it very clear to the Board what is happening for each of the Board members. He stated that being paid as a public servant - it needs to be clear what time frame is being paid. He would like to make sure that each of the current checks are authorized by two authorized signatures. He continued on that there is no need to sign a paper that says a Board member attended a meeting if there is a meeting where minutes are taken. He also stated that he was looking for less of that unnecessary paperwork but more of that necessary transparency paperwork. Director Woren stated he would sign a form if it was filled out for them. Director Boyd agreed. Staff will have prepared forms for the Director's signature.

9. GENERAL MANAGER'S REPORT - NONE

10. ATTORNEY'S REPORT

General Counsel Nelson reported on SB 1266, a Bill enacted last year that requires that Joint Exercise of Powers Agreements and all amendments be filed with the County LAFCO by July 1, 2017 as a condition of incurring any debt financing.

11. DIRECTORS' REPORTS - NONE

12. FUTURE AGENDA ITEMS

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

13. ADJOURNMENT

Vice-Chair Woren adjourned the meeting at 8:25 p.m.

Respectfully Submitted,

Approved By:

Kathy Matthews
Recording Secretary

Board Secretary

MINUTES
SAM BOARD OF DIRECTORS MEETING
February 27, 2017

1. CALL TO ORDER

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

- A. Pledge of Allegiance
- B. Roll Call

Directors Woren, Slater-Carter, Penrose, Boyd, Ruddock, and Lohman (7:04 p.m.) were present. Also present were General Manager Marshall, General Counsel Nelson, Supervisor of Administrative Services Matthews, Engineering & Construction Contract Manager Prathivadi, and Supervisor of Treatment/Field Operations Costello.

2. SPECIAL ORDER OF THE DAY - NONE

3. PUBLIC COMMENT

Director Woren thanked staff for putting bookmarks on the PDF Agenda and Packet. Chair Slater-Carter thanked staff for their hard work and dedication during the recent storms.

4. CONVENE IN CLOSED SESSION (*Items discussed in Closed Session comply with the Ralph M. Brown Act.*) - **NONE**

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

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

- A. Approve Minutes of February 13, 2017 Board of Directors Meeting
- B. Receive Revenue and Expenditures Reconciliation Report for Fiscal Year 2015/16
- C. Approve Disbursements for February 27, 2017
- D. Receive Monthly Financial Report for Period Ending January 31, 2017

Director Woren requested two corrections to the Minutes of the February 13, 2017 Board of Directors Meeting: that a comma be added after the second to the last Director's name in agenda item 1B, and that in agenda item 8C "Woren moved" be changed to "Woren suggested." Following discussion, Director Boyd moved and Director Ruddock seconded the motion to approve the Consent Agenda items (including the Minutes as amended).

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

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

A. Discuss Ad Hoc Committee Assignments and Scheduling *(deferred from January 23, 2017 meeting)*

General Manager Marshall recommended that the Board discuss the current ad hoc committees, assignments, schedules, and provide direction to staff. Following discussion, it was noted that Director Penrose requested being on the Outreach committee.

B. Discuss Draft 5-Year Infrastructure Plan and Provide Direction to Staff

Engineering & Construction Contract Manager Prathivadi reviewed the objectives of the program, the key drivers, regulatory & safety, replacement and rehabilitation, sustainability/energy and optimization, the infrastructure plan, useful life as per EPA/ASCE, equipment life, risk management process, regulatory/safety projects, and rehab projects. A discussion ensued. Director Boyd suggested getting a rough number of what the difference might be to keep things in service versus spending on ordinary maintenance if new equipment were put in. He continued that doing this would help to build a financial justification for moving forward with funding when going back to the member agencies for support. Director Woren would like to see a report to the Board on the status of the installation of the bypass stations. Chair Slater-Carter suggested a report and an in depth discussion on disaster management training. Chair Slater-Carter requested that staff include a copy of any presentation in the Agenda packet.

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

A. Authorize General Manager to Attend and be Reimbursed for the Disaster Management for Water and Wastewater Utilities Training in Sacramento March 6 – 7, 2017

Following a brief discussion, Director Penrose moved and Director Woren seconded the motion to authorize the General Manager to attend and be reimbursed for the disaster management for water and wastewater utilities training March 6-7 2017 in Sacramento.

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

B. Discuss and Provide Policy Direction to the General Manager on the Authority's Response to Media and Information Requests Related to Recycled Water

The Board discussed how the General Manager should respond to media information requests related to the recycled water project. Director Lohman suggested letting the media know that there will be no cost to the current users, giving status of activities, and re-iterate that this is one of the most important things that SAM is doing. Director Woren suggested that if there is a clear-cut answer to the question, the General Manager should simply answer it, and if the answer might be subject to interpretation, it should go to two of the SAM representatives on the recycled water committee. Director Ruddock suggested putting out news releases, a list of frequently asked questions, and having the General Manager act as the spokesperson for the recycled water program.

9. GENERAL MANAGER'S REPORT

A. Monthly Manager's Report for January 2017

General Manager Marshall updated the Board on recent activities during the month of January 2017 as set forth in her written report to the Board. A discussion ensued.

10. ATTORNEY'S REPORT

General Counsel Nelson informed the Board that he will be attending the State Legislative Committee Meeting for CASA (California Association of Sanitation Agencies) on March 3, 2017

11. DIRECTORS' REPORTS - NONE

12. FUTURE AGENDA ITEMS

- Upcoming Board Meetings: March 13 and March 27
- Audited Financials for Fiscal Year Ending June 30, 2016
- Hydraulic Modeling Project
- Montara Pump Station Wet Well Rehabilitation Project
- Plant Effluent Pump Station Rehabilitation Project
- Plant Headworks & Influent Pump Rehabilitation Project

- Plant Safety Improvements Project
- SCADA Upgrades Project
- Board Training, Education, and Conference and Reimbursement Policies
- FY 2017/18 Budget Workshop
- New Contract Collection Services Agreements

Chair Ruddock suggested that the Board make a list of what they would like to see on future agendas and give their lists to the General Manager. General Manager Marshall informed the Board that she was planning to have the Budget Workshop meeting at the March 27th Board meeting so there would be no need to schedule another meeting. The Board concurred with this.

13. ADJOURNMENT

Chair Slater-Carter adjourned the meeting at 8:19 p.m.

Respectfully Submitted,

Approved By:

Kathy Matthews
Recording Secretary

Board Secretary



SEWER AUTHORITY MID-COASTSIDE

Board of Directors Meeting Agenda

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

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

1. **CALL TO ORDER**
 - A. Pledge of Allegiance
 - B. Roll Call
2. **SPECIAL ORDER OF THE DAY**
3. **PUBLIC COMMENT**
4. **CONVENE IN CLOSED SESSION** (*Items discussed in Closed Session comply with the Ralph M. Brown Act.*)

None
5. **CONVENE IN OPEN SESSION** (*Report Out on Closed Session Items*)
6. **CONSENT AGENDA** (*single motion and vote approving all items*)
(*Consent items are considered routine and will be approved or adopted by one vote unless a request for removal for discussion or explanation is received from the public or Board.*)
 - A. Approve Minutes of February 27, 2017 Board of Directors Meeting (**Attachment**)
 - B. Approve Disbursements for March 13, 2017 (**Attachment**)
7. **OLD BUSINESS** (*The Board will discuss, seek public input, and possibly take action on the following items.*)
8. **NEW BUSINESS** (*The Board will discuss, seek public input, and possibly take action on the following items.*)
 - A. Receive and File SAM Audited Financial Statements for Fiscal Year 2015/16 – Report by John Cropper, Cropper Accountancy (**Attachment**)
 - B. Review, Provide Comments, and Adopt SAM Strategic Plan Document (**Attachment**)
 - C. Authorize General Manager to Execute Contract with FloStor for Conveyor Project in an Amount Not to Exceed \$37,250 (**Attachment**)

- D. Authorize the General Manager to Execute a Contract with SRT Consultants for Design Services for the Granada Forcemain Replacement Project (**Attachment**)
- E. Authorize General Manager to Execute Contract with Lucity, Inc. for New Maintenance and Collection System Software in an Amount Not to Exceed \$56,450 (**Attachment**)

9. GENERAL MANAGER’S REPORTS

- A. Report by General Manager on Attendance at Disaster Management Training (**Attachment**)

10. ATTORNEY’S REPORTS

11. DIRECTORS’ REPORTS

12. FUTURE AGENDA ITEMS AND UPCOMING MEETINGS

- Upcoming Board Meetings: March 27 and April 10
- Hydraulic Modeling Project
- Montara Pump Station Wet Well Rehabilitation Project
- Plant Effluent Pump Station Rehabilitation Project
- Plant Headworks & Influent Pump Rehabilitation Project
- Plant Safety Improvements Project
- SCADA Upgrades Project
- Board Training, Education, and Conference and Reimbursement Policies
- FY 2017/18 Budget Workshop
- 5-Year Infrastructure Plan
- New Contract Collection Services Agreements
- Status of Intertie Pipeline System Bypass Stations
- Written Report from Director Slater-Carter After Attending WaterReuse Conference
- Report from SRT for Task 2 of 25% Design for Recycled Water

13. ADJOURNMENT

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

INFORMATION FOR THE PUBLIC

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

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

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

ITEM #6



GRANADA COMMUNITY SERVICES DISTRICT

Minutes **BOARD OF DIRECTORS** **SPECIAL AND REGULAR MEETINGS** **Thursday, February 16, 2017**

CALL SPECIAL MEETING TO ORDER

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

ROLL CALL

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

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

GENERAL PUBLIC PARTICIPATION

None.

ADJOURN TO CLOSED SESSION

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

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

RECONVENE TO OPEN SESSION

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

ADJOURN SPECIAL MEETING

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

ROLL CALL

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

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

GENERAL PUBLIC PARTICIPATION

ACTION AGENDA

1. **Consideration of Variance Application for APN 048-065-060, Alto Avenue, Miramar, 4,400 sq. ft. in 10,000 sq. ft. zoning district, Owner: Paul McGregor.**
ACTION: Director Clark moved that the findings were met to grant a sewer permit variance with a recorded restriction of a maximum of two bedrooms. The permit is further conditioned on impervious surfaces being limited to 1,437 square feet. In addition, the permit must contain a Condition of Approval requiring a storm water management plan. (Clark/Seaton). Approved 4-0.
2. **Consideration of an Ordinance Amending the District Ordinance Code Relating to Sewer Permit Variances for Nonconforming Parcels.**
ACTION: The Title of the Ordinance was read and Director Clark moved to waive full reading of the proposed Ordinance and to approve the Ordinance subject to final approval following the second reading of the Ordinance. (Clark/Woren). Approved 3-1 (Seaton opposed).

Ms. Comito asked to postpone Item 3 until the expected public members arrived. President Blanchard moved up Item 5.

5. **Consideration of Agreement with Dudek for General Manager Services.**
Comito reported that there were no substantial changes in the new General Manager's Agreement.
ACTION: Director Woren moved to approve the Agreement with a requirement that the Comprehensive of Commercial General Liability Insurance coverage be increased from \$1,000,000 to \$2,000,000, subject to the proviso that if Dudek did not already have that amount of coverage that it obtain that amount of coverage within one year. (Woren/Clark). Approved 3-1. (Seaton opposed).
3. **Consideration of Request for Funding of a Volleyball Court Project.**
AGM Comito indicated that the District received a request from Neil Merrilees, a resident of Miramar, who was asking for a financial contribution from the District to help purchase sand for a volleyball court proposed at Perched Beach, San Mateo Harbor District property.

Mr. Merrilees reviewed his proposal with the Board and had several supporters with him at the meeting who testified of the need for the court for the girls' high school volleyball team. The project will be constructed and maintained by volunteers. Mr. Merrilees then answered questions from the Board. Director Seaton suggested the project could be a model for the District.

ACTION: Director Seaton moved to pledge support not to exceed \$5,000 for the cost of sand for the volleyball court. (Seaton/Woren). Approved 4-0.

4. Consideration of an Ordinance Amending the District Ordinance Code Relating to Parks and Other District Property Regulations, and Related Enforcement Provisions.

General Counsel Wittwer reviewed the provisions of the proposed Ordinance, and noted that it establishes a Director of Parks. Specific issues related to drones, alcohol use, firearms, dogs, sound restrictions, signs, drones, and enforcement costs were discussed. The Board provided suggested several changes and Counsel will return the proposed Ordinance with these changes incorporated for the first reading of the ordinance at the next Board meeting.

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

The SAM report was tabled to the next meeting.

CONSENT AGENDA

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

ACTION: Director Woren moved to approve Consent Agenda Items 7, 8, 9 and 10. (Woren/Clark). Approved 4-0.

COMMITTEE REPORTS

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

INFORMATION CALENDAR

12. Attorney's Report. (Wittwer)
13. General Manager's Report. (Duffy)
14. Administrative Staff Report. (Comito)
President Blanchard established, with Board approval, a Recology Ad Hoc Committee of himself and Director Woren.
15. Engineer's Report. (Kennedy Jenks)

ADJOURN REGULAR MEETING

The Regular Meeting adjourned at 10:10 p.m.

SUBMITTED BY:

APPROVED BY:

Delia Comito, Secretary

Chuck Duffy, General Manager

Date Approved by Board: March 16, 2017

ITEM #7

**Granada Community Services District
March 2017 Warrants
For the March 16, 2017 Board of Director's Meeting**

Date	Num	Name	Memo	Account	Amount
02/16/17	6472	Brad Colby	1/23/17 SSO Claim-330 Ave Del Oro	6220 · Miscellaneous	1,517.10
02/16/17	6473	Mossa Excavation	Lat Repair-418 San Carlos (Wye)	5060 · Lateral Repairs	814.33
02/16/17	6474	Wells Fargo Busi Card	January 2017 Credit Card Charges	6140 · Office Supplies	129.37
03/15/17	6475	Alhambra & Sierra Springs	February 2017	6140 · Office Supplies	3.20
03/15/17	6476	AT&T	Services 2/10/17 - 3/9/17	6170 · Utilities	112.74
03/15/17	6477	Comcast	Services 3/13/17- 4/12/17	6170 · Utilities	195.52
03/15/17	6478	CoreLogic Solutions, LLC	March 2017	6100 · Memberships	160.50
03/15/17	6479	David Seaton	2/16/17 Board Mtg	6040 · Directors' Compensation	145.00
03/15/17	6480	Dudek	Prof. Svcs 1/28/17-2/24/17	6151 · General Manager	2,785.32
03/15/17	6481	Hue & Cry, Inc.	March 2017 Pmp Sta Alarm	6170 · Utilities	32.65
03/15/17	6482	Jim Blanchard	2/16/17 Board Mtg, 2/13/17 SAM Mtg	6040 · Directors' Compensation	190.00
03/15/17	6483	KBA Docusys Inc	Copier Lease Inv dtd 2/16/17	6020 · Copier lease	373.86
03/15/17	6484	Kennedy Jenks	12/31/16-1/27/17 (Sum #127)	6070 · Engineering Services	2,652.50
03/15/17	6485	Leonard Woren	2/16/17 Board Mtg, 2/13/17, 2/27/17 SAM Mtgs	6040 · Directors' Compensation	235.00
03/15/17	6486	Matthew Clark	2/16/17 Board Mtg	6040 · Directors' Compensation	145.00
03/15/17	6487	Pacifica Community TV	Board Mtg 2/16/17	6180 · Video Taping	250.00
03/15/17	6488	PG&E	Pump Station Inv dtd 2/15/17	6170 · Utilities	590.89
03/15/17	6489	PGE	Office Inv dtd 2/23/17	6170 · Utilities	149.38
03/15/17	6490	Purchase Power	Postage-Inv dtd 2/16/17	6140 · Office Supplies	108.99
03/15/17	6491	Quality Pet Waste Services	Pet Waste Stations & Bags	5070 · Pet Waste Station	1,036.59
03/15/17	6492	Ric Lohman	2/27/17 SAM Mtg	6040 · Directors' Compensation	45.00
03/15/17	6493	Rodolfo Romero	Cleanings March 2017 (3X)	6130 · Office Maint & Repairs	210.00
03/15/17	6494	Sewer Authority Mid-Coastside	March 2017	5011 · SAM- Admin, Treat, Collect	118,763.91
03/15/17	6495	Simms Plumbing	Office Toilet Repair Inv dtd 3/7/17	6130 · Office Maint & Repairs	175.63
03/15/17	6496	Verizon Wireless	February 2017	6170 · Utilities	94.87
03/15/17	6497	White Nelson Diehl Evans	February 2017 Accounting	6152 · Accounting	1,800.00
03/15/17	6498	Working Dirt Management	April 2017	6120 · Office Lease	4,200.00
				TOTAL	136,917.35

ITEM #8

Granada Community Services District
Statement of Net Position (Unaudited)
As of January 31, 2017

ASSETS

Current Assets	
1000 · Wells Fargo Checking - Gen Op	\$ 63,106
1020 · Petty Cash	190
1030 · Cash - LAIF	4,467,529
1100 · Accounts Receivable	3,264
1550 · Prepaid Expenses	7,010
Total Current Assets	4,541,099
Fixed Assets	
1600 · Land	876,534
1610 · Construction in Progress	800,813
1615 · Equipment	22,153
1620 · Collections System	9,719,765
1630 · Accumulated Depreciation	(5,645,664)
Total Fixed Assets	5,773,601
Other Assets	
1700 · Advance to MWSD	1,085,094
1710 · Allowance - for Advance to MWSD	(1,085,094)
1720 · Advance to AD- Bond Reserve	494,890
1730 · Advance to AD- NCA Fund	600,866
1735 · Advance to AD- Assesmnt Revenue	412,542
1740 · Security Deposit Office Lease	3,000
1750 · Investment in SAM	3,895,049
1760 · Deferred Outflows of Resources	33,695
Total Other Assets	5,440,042
Total Assets	15,754,742

LIABILITIES

Current Liabilities	
2000 · Accounts Payable	136,239
2020 · Class 3 Deposits	5,196
2100 · Payroll Liabilities	1,838
2225 · Recology-Del Garbage	16,380
2310 · Relief Refund Advance	350
Total Current Liabilities	160,003
Long Term Liabilities	
2400 · 1996 Plant Exp Note Payable	95,000
2401 · Net Pension Liability	166,360
2402 · Deferred Inflows of Resources	16,803
Total Long Term Liabilities	278,163
Total Liabilities	438,166

NET POSITION

3000 · Net Assets	5,936,912
3005 · Contributed Capital	9,595,349
Net Income	(215,685)
Total Net Position	\$ 15,316,576

**Granada Community Services District
Revenue & Expenses (Unaudited)
July 1, 2016 through January 31, 2017**

	As of Jan 31, 2017	Expected To Date	Variance Favorable/ (Unfavorable)	FY 2016/2017 Budget
Revenues				
Operating Revenue				
4010 · Property Tax Allocation	317,704	102,084	215,620	175,000
4015 · Park Tax Allocation	-	233,333	(233,333)	400,000
4020 · Sewer Service Charges-SMC	637,469	756,000	(118,531)	1,296,000
4021 · Sewer Svc Charges Pro-rated	900	-	900	-
4030 · AD OH Reimbursement	7,272	19,833	(12,561)	34,000
4040 · Recology Franchise Fee	17,801	16,333	1,468	28,000
Total Operating Revenue	981,146	1,127,583	(146,437)	1,933,000
Non Operating Revenue				
4120 · Interest on Reserves	13,180	10,208	2,972	17,500
4130 · Connection Fees	103,400	17,500	85,900	30,000
4140 · Repayment of Adv to AD-BRA	-	74,083	(74,083)	127,000
4150 · Repayment of Adv to AD-NCA	15,000	-	15,000	-
4155 · Repayment of Adv to AD-ARF	59,000	-	59,000	-
4160 · SAM Refund from Prior Yr	28,542	2,917	25,625	5,000
4170 · ERAF Refund	243,057	151,667	91,390	260,000
4180 · Misc Income	1,128	1,167	(39)	2,000
Total Non Operating Revenue	463,307	257,542	205,765	441,500
Total Revenues	1,444,453	1,385,125	59,328	2,374,500
Expenses				
Operations				
5010 · SAM - General	645,653	564,946	(80,707)	968,479
5020 · SAM - Collections	161,567	141,371	(20,196)	242,350
5030 · Plant Shortfall Debt Int Exp	95,805	55,067	(40,738)	-
5031 · Plant Shortfall Princ Reduction	-	-	-	94,400
5050 · Mainline System Repairs	338	-	(338)	-
5060 · Lateral Repairs	29,982	35,000	5,018	60,000
5065 · CCTV	-	17,500	17,500	30,000
5070 · Pet Waste Station	627	583	(44)	1,000
5100 · County Staff Time - Parks	-	8,750	8,750	15,000
5110 · RCD - Parks	165	2,917	2,752	5,000
5120 · Half Moon Bay Reimb - Parks	-	29,166	29,166	50,000
Total Operations	934,137	855,300	(78,837)	1,466,229

No assurance is provided on these financial statements.

**Granada Community Services District
Revenue & Expenses (Unaudited)
July 1, 2016 through January 31, 2017**

	As of Jan 31, 2017	Expected To Date	Variance Favorable/ (Unfavorable)	FY 2016/2017 Budget
Expenses (Continued)				
Administration				
6010 · Auditing	10,106	5,833	(4,273)	10,000
6020 · Copier lease	3,694	4,083	389	7,000
6030 · County Tax Roll Charges	4,275	-	(4,275)	-
6040 · Directors' Compensation	6,500	6,417	(83)	11,000
6050 · Education & Travel Reimb	879	1,167	288	2,000
6060 · Employee Compensation	101,700	112,525	10,825	193,000
6070 · Engineering Services	20,277	11,667	(8,610)	20,000
6080 · Insurance	1,971	3,500	1,529	6,000
6090 · Legal Services	61,811	37,917	(23,894)	65,000
6100 · Memberships	5,556	5,833	277	10,000
6110 · Newsletter	-	1,458	1,458	2,500
6120 · Office Lease	33,100	29,167	(3,933)	50,000
6130 · Office Maintenance & Repairs	1,025	1,458	433	2,500
6140 · Office Supplies	4,820	3,500	(1,320)	6,000
6150 · Professional Services	52,905	17,500	(35,405)	30,000
6160 · Publications & Notices	4,635	5,833	1,198	10,000
6170 · Utilities	5,984	5,250	(734)	9,000
6180 · Video Taping	2,450	1,750	(700)	3,000
6190 · Computers	1,483	1,167	(316)	2,000
6210 · System Investigation	4,088	-	(4,088)	-
6220 · Miscellaneous	9,210	4,083	(5,127)	7,000
6230 · Bank Service Charges	1,881	-	(1,881)	-
6310 · Park Related Misc Expenses	104	-	(104)	-
Total Administration	338,454	260,108	(78,346)	446,000
Capital Projects				
1213-3 · Collection System Repairs	2,000	-	(2,000)	-
1415-1 · SAM - Projects	52,631	-	(52,631)	-
1617-2 · SAM - Lift Station	2,918	-	(2,918)	-
7010 · Sewer Main Replacement (CIP)	-	145,833	145,833	250,000
7015 · Mainline System Repairs	-	5,833	5,833	10,000
7100 · SAM - Infrastructure	142,892	125,032	(17,860)	214,338
7500 · Projects - Parks	-	43,750	43,750	75,000
7510 · Projects - Land Acquisition	187,106	-	(187,106)	-
Total Capital Projects	387,547	320,448	(67,099)	549,338
Total Expenses	1,660,138	1,435,856	(224,282)	2,461,567
Net Income	(215,685)	(50,731)	(164,954)	(87,067)

No assurance is provided on these financial statements.

ITEM #9

DISTRIBUTION REQUEST NO.: #8-16/17
BOND ADMINISTRATION FUND
(Account Number: 94673305)

DISTRIBUTION TOTAL: \$2,278.00

\$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.

March 16, 2017

Chuck Duffy, Finance Officer/Treasurer

SCHEDULE "A"

DISTRIBUTION REQUEST NO: #8-16/17

DATE: March 16, 2017
DISTRIBUTE FROM ACCOUNT #: 94673305
ACCOUNT NAME: Bond Administration Fund
DISTRIBUTION AMOUNT: \$ 2,278.00

PAYMENT INSTRUCTIONS: Issue checks and mail as listed below.

Payee	Mailing Address	Services Provided	Amount
GCSD	P.O. Box 335, El Granada, CA 94018	GCSD OH Reim - March 2017	\$ 2,278.00
TOTAL:			\$ 2,278.00

ITEM #10

Granada Community Services District
Statement of Net Position (Unaudited)

As of December 31, 2016

ASSETS

Current Assets

1000 · Wells Fargo Checking - Gen Op	\$	48,604
1020 · Petty Cash		190
1030 · Cash - LAIF		4,560,921
1100 · Accounts Receivable		6,154
1550 · Prepaid Expenses		8,328

Total Current Assets		4,624,197
----------------------	--	-----------

Fixed Assets

1600 · Land		876,534
1610 · Construction in Progress		800,813
1615 · Equipment		22,153
1620 · Collections System		9,719,765
1630 · Accumulated Depreciation		(5,645,664)

Total Fixed Assets		5,773,601
--------------------	--	-----------

Other Assets

1700 · Advance to MWSD		1,085,094
1710 · Allowance - for Advance to MWSD		(1,085,094)
1720 · Advance to AD- Bond Reserve		494,890
1730 · Advance to AD- NCA Fund		600,866
1735 · Advance to AD- Assesmnt Revenue		412,542
1740 · Security Deposit Office Lease		3,000
1750 · Investment in SAM		3,895,049
1760 · Deferred Outflows of Resources		33,695

Total Other Assets		5,440,042
--------------------	--	-----------

Total Assets		15,837,840
--------------	--	------------

LIABILITIES

Current Liabilities

2000 · Accounts Payable		15,349
2020 · Class 3 Deposits		5,196
2100 · Payroll Liabilities		923
2225 · Recology-Del Garbage		16,380
2310 · Relief Refund Advance		350

Total Current Liabilities		38,198
---------------------------	--	--------

Long Term Liabilities

2400 · 1996 Plant Exp Note Payable		95,000
2401 · Net Pension Liability		166,360
2402 · Deferred Inflows of Resources		16,803

Total Long Term Liabilities		278,163
-----------------------------	--	---------

Total Liabilities		316,361
-------------------	--	---------

NET POSITION

3000 · Net Assets		5,936,912
3005 · Contributed Capital		9,595,349
Net Income		(10,782)

Total Net Position	\$	15,521,479
--------------------	----	------------

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

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

No assurance is provided on these financial statements.

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

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

No assurance is provided on these financial statements.

GRANADA COMMUNITY SERVICES DISTRICT

AGENDA NOTICE

There are no documents for this Agenda Item.

ITEM #11

AGENDA NOTICE

There are no documents for this Agenda Item.

ITEM #12

AGENDA NOTICE

There are no documents for this Agenda Item.

ITEM #13

GRANADA COMMUNITY SERVICES DISTRICT

Administrative Staff Report

Report Period: February 11, 2017 – March 10, 2017

To: Board of Directors

From: Delia Comito, Assistant General Manager

Date: March 16, 2017

PUBLIC RECORDS REQUESTS – There were no public record requests received this period.

APPLICATIONS RECEIVED – There was one application received this period:

Rec'd	Type	Owner or Agent	APN	Address	Sq. Ft.	Zone
07/05/16	1A	Machado	047-287-260	917 Palma, EG	6,000	R-1/S-17
08/23/16	1A	Kessler	047-105-090	Paloma/ Balboa, EG	7,818	R-1/S-17
11/28/16	1A	Adams	047-275-060	Columbus St, EG	2,984	R-1/S-17
02/21/17	1A	Cuvelier	047-175-250	265 El Granada Blvd, EG	9,732	R-1/S-17

Note: shaded areas were previously reported.

PERMITS ISSUED – There were no permits issued this period.

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

Note: shaded areas were previously reported.

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

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

Note: Shaded rows were previously reported.

REPAIRS -There were no repairs this period.

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

Note: Shaded rows were previously reported.

ITEM #14

8 March 2017

Memorandum

To: Granada Community Services District

From: John H. Rayner, District Engineer

Subject: Engineer's Report for March 2017

Mirada Road near Creek Crossing

Presidio Systems Inc. performed a CCTV survey of the pipeline across Medio Creek. While one of the joints has deflected, the 10" ductile iron pipe sewer remains intact and is not leaking. Our approach to this issue has been threefold:

1. Determine if the pipe can be straightened in a safe and economical manner.
2. Assemble an Emergency Plan and be ready to implement in the event the pipe does fail.
3. Planning and design for a permanent solution (i.e. reroute flows and then remove the pipe from the bridge).

On Item No. 1, we've been in contact with Andreini Brothers and Power Engineering. Andreini Brothers looked at the site; Power Engineering will be looking at the site next week. A cost estimates will be requested from one or both construction firms. Major constraints for this item include access and environmental concerns.

For Item No. 2, a schematic design for an Emergency Plan is being developed and will likely consist of a pump-around system. This could include a temporary power drop, small force main attached to the pedestrian bridge, and a temporary pumping system. We have been in contact with the County and information on the emergency plan will be included in a County encroachment permit application.

For Item No. 3, the preferred alternative solution for rerouting the sewer crossing requires an easement from State Parks. We want to meet as soon as possible with representatives of State Parks to discuss the easement and the State Park homes in the Naples Beach area that are connected to the District's sewer.

Stoloski Property (Class 3 Permit)

Construction of the lower portion of mainline was constructed and tested last October.

Construction of the upper portion of the mainline is awaiting construction of the two street extensions, to provide access to future homes. The upper portion, between Champs Elysee Boulevard and Pullman Avenue, is planned to be constructed in the spring of 2017. Once completed, it will be tested and if acceptable, we will recommend the entire main extension for acceptance by the District. One of the four parcels has apparently been sold and plans for a

Memorandum

Granada Community Services District

8 March 2017

Page 2

house on that parcel are currently being developed. Construction of the house will likely not begin until mid to late 2017 which should be after the main line extension has been completed and dedicated to the District.

Big Wave (Class 3 Permit)

No recent work on this.

Naples Beach Technical Memorandum Update for Phase 2

This project will eliminate the sewer crossing Medio Creek. We are pursuing a sewer easement from State Parks to confirm that the preferred gravity sewer alternative is feasible. We are in contact with State Parks representatives. Updating permits for the project will begin as soon as the easement is obtained.

Class 1 Permits

263 Paloma: This repair is complete. The line was not leak tested but did meet the District standards for connection type and depth of cover.

147 Vallejo: This repair is not complete. The field inspection revealed that depth of cover could not be achieved. The sewer lateral is just over 2-feet deep at the curb. Contractor was directed to provide concrete encasement on the portion of pipe with less than 3-feet of cover. Final photographs have not been provided by the Contractor.

321 Cortez: The lateral connection is complete and has passed inspection. The Owner will need to construct the property line cleanout box for final inspection.

114 Magellan: Inspected this connection by photographs. Performed a field inspection but the line had been backfilled prior to arrival.