



GRANADA COMMUNITY SERVICES DISTRICT

AGENDA

BOARD OF DIRECTORS

SPECIAL MEETING at 6:30 p.m.

Thursday, December 14, 2017

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

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

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

GENERAL PUBLIC PARTICIPATION

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

ADJOURN TO CLOSED SESSION

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

District's Negotiator: Chuck Duffy.

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

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

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

2. Conference with Legal Counsel – Significant Exposure to Litigation (Gov. Code Section 54956.9(d)(2)). (One potential case).

3. Conference with Legal Counsel – Existing Litigation (Gov. Code Section §54956.9(d)(1)). City of Half Moon Bay v. Granada Community Services District and Montara Water and Sanitary District (RPI, Sewer Authority Mid-Coastside) - San Mateo Superior Court Case No. 17CIV03092.

- 4. Conference with Legal Counsel – Existing Litigation (Gov. Code Section 54956.9(d)(1)). Administrative Liability Complaint R2-2017-1024 issued by the San Francisco Regional Water Quality Control Board.**
- 5. Conference with Labor Negotiator Chuck Duffy and Board of Directors (Government Code Section 54957.6).**
Agency designated representative: Chuck Duffy
Unrepresented employee: Assistant Administrator.
- 6. Conference with Labor Negotiator Chuck Duffy and Board of Directors (Government Code Section 54957.6).**
Agency designated representative: Chuck Duffy
Unrepresented employee: Assistant General Manager.

RECONVENE TO OPEN SESSION

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

GENERAL PUBLIC PARTICIPATION

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

ACTION AGENDA

- 1. Election of 2018 District Board Officers.**
Recommendation: To be made by the Board.
- 2. Consideration of Variance Application for APN: 047-275-060, Columbus Street, El Granada, 2,984 sq. ft. in 5,000 sq. ft. zoning district, Owner: Erica Adams.**
Recommendation: To be made by the Board.
- 3. PUBLIC HEARING: Consideration of an Amendment to the Franchise Agreement with Recology of the Coast for Solid Waste and Recycling Services and a Resolution Amending and Approving a New Rate Schedule for Fees and Charges for Solid Waste and Recycling Services in Accordance with Articles XIII C and D of the California Constitution (Proposition 218).**
 - a. Staff report on proposed rate increases, and on written protests received.
 - b. Open Public Hearing.
 - c. Close Public Hearing.
 - d. Board consideration of public comment and all written protests.
 - e. Board action on Resolution on New Rate Schedule.
 - f. Board action on Amendment to Recology Franchise Agreement.**Recommendation:** To be made by the Board.
- 4. Consideration of Approving Resource Conservation District Scope of Work Proposal for Vegetation Management at Burnham Strip and Related Amendment 1 to Independent Contractor Agreement.**
Recommendation: To be made by the Board.

5. **Consideration to Approve Proposal to Create a Preliminary Park Conceptual Design for the Burnham Strip Parcel.**
Recommendation: To be made by the Board.
6. **Consideration of Office Lease Renewal with Working Dirt, LLC.**
Recommendation: To be made by the Board.
7. **Consideration of Resolutions to Establish Compensation for District Staff and Adopt SDRMA Insurance Plans.**
Recommendation: To be made by the Board.
8. **Consideration of District Banking Institution.**
Recommendation: To be made by the Board.
9. **Consideration of Resolution Appointing Representatives and Alternate to the Sewer Authority Mid-Coastside Board of Directors.**
Recommendation: To be made by the Board.
10. **Consideration of an Amendment to the GCSD FY 2017/18 Budget for the Emergency Repair of the SAM Wastewater Treatment Plant Electrical System.**
Recommendation: To be made by the Board.
11. **Consideration of District's Sewer Authority Mid-Coastside Representatives Report.**
Recommendation: To be made by the Board.

CONSENT AGENDA

12. Approval of October 19, 2017 Meeting Minutes.
13. Approval of November Warrants for \$192,445.45.
14. Approval of December Warrants for \$265,193.94.
15. Approval of September 2017 Financial Statements.
16. Approval of October 2017 Financial Statements.
17. Approval of Assessment District Distribution #5-17/18.

COMMITTEE REPORTS

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

INFORMATION CALENDAR

19. Attorney's Report. (Wittwer)
20. General Manager's Report. (Duffy)
21. Administrative Staff Report. (Comito)
22. Engineer's Report. (Kennedy Jenks)
23. Future Agenda Items

ADJOURN REGULAR MEETING

At the conclusion of the October 19, 2017 Meeting:
Last Ordinance adopted: No. 170
Last Resolution adopted: No. 2017-007

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

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

GRANADA COMMUNITY SERVICES DISTRICT

AGENDA NOTICE

There are no documents for Closed Session.

ITEM #1

GRANADA COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

To: Board of Directors
From: Delia Comito
Subject: Election of District Board Officers for 2018
Date: December 14, 2017

Pursuant to District Bylaws Article II, the Board shall elect a President and Vice-President at the first regular board meeting held after December 1st on non-election years.

The President and Vice President are officers of the Board of Directors. The President shall preside over meetings of the Board of Directors and the Vice President shall serve in the President's absence or inability to serve. The Board President also signs all contracts, deeds, warrants, releases, receipts, and documents, has the authority to add to/change the Agenda, to form a committee in an emergency, to appoint the District Representative to the San Mateo County Chapter of the CSDA, and serves as the District's representative on the LAFCo Selection Committee.

The election process is as follows:

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

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

ITEM #2

**GRANADA COMMUNITY SERVICES DISTRICT
FOR THE DECEMBER 14, 2017 BOARD MEETING
FINDINGS FOR SEWER PERMIT VARIANCE**

Owner/ Applicant: Erica D. Adams

APN: 047-275-060

Columbus Street, El Granada

- (1) **REQUIRED FINDING:** Where the property is shown on a map first recorded prior to August 14, 1929 and has not been approved after March 4, 1972 by a recorded final subdivision map, it has been lawfully created for land use purposes by having been the subject of a legal conveyance into ownership separate from all contiguous parcels. Where a parcel is 4,750 square feet or greater in the S-17 or S-3 Zoning Districts, or 8,800 square feet or greater in the S-9 Zoning District, a chain of title shall not be required to establish a basis for this finding unless determined to be necessary by the Board of Directors (“Board”) of the Granada Community Services District (“District”).

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

FINDING: The current zoning for the parcel is R-1/S-17 (Single-Family Residential District/S-17 Combining District with 5,000 square feet minimum parcel size/Design Review/Coastal Development) and the parcel is 2,984 square feet as confirmed by a stamped survey included in the building plans provided by the Applicant. A Chain of Title was provided to establish a basis for this Finding. There is one vacant parcel sharing a boundary line with the subject parcel (APN 047-275-070) and the applicant provided the required Chain of Title.

The Chain of Title from Commonwealth Land Title Insurance Company dated May 4, 2015 shows that the property was shown on an Map entitled “Plat of Sub-Division No. 1 of Granada San Mateo County, California” which map was filed in the Office of the Recorder of the County of San Mateo, State of California on November 18, 1907 in Book 5 of Maps at Page 43. Said Map did not create the parcel. The Chain of Title shows that the subject parcel was the subject of a conveyance from Richard P. Finn to Estelle B. Finn recorded on June 21, 1960 into ownership separate from all contiguous parcels. However, since this conveyance occurred after July 20, 1945, the effective date of the County’s first subdivision ordinance, such conveyance did not lawfully create the subject parcel either.

However, as set forth in Finding 4, the County of San Mateo issued a Conditional Certificate of Compliance, recorded on October 17, 2017, determining that upon compliance with specified conditions, the subject property (APN 047-275-060) is “one single, legally created parcel” which complies with the provision of the State of California Subdivision Map Act and the San Mateo County Subdivision Ordinance. The

specified conditions are listed in Finding 4 and given that the recordation of the Conditional Certificate of Compliance satisfies two of the three specified conditions, the third conditions will be satisfied so long as all development activities associated and/or required to support any future residential development on the subject property (*i.e.*, sanitary system, domestic water, water for fire suppression, energy/utility connections, improved road access) occur concurrently with the permitted development of a residence.

- (2) **REQUIRED FINDING:** Where the property is not shown on any recorded map, but is shown on a deed into separate ownership recorded prior to July 20, 1945, it has been lawfully created for land use purposes by having been the subject of a legal conveyance into ownership separate from all contiguous parcels. Where a parcel is 4,750 square feet or greater in the S-17 or S-3 Zoning Districts, or 8,800 square feet or greater in the S-9 Zoning District, a chain of title shall not be required to establish a basis for this finding unless determined to be necessary by the District Board.

INFORMATION REQUIRED: Same as for (1) above.

FINDING: The property was shown on a recorded Map and in any event the same finding as for (1) above can be made.

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

INFORMATION REQUIRED: Same as for (1) above.

FINDING: The Chain of Title shows that the property was conveyed into separate ownership well prior to February 1, 1973.

- (4) **REQUIRED FINDING:** Unless a parcel is 4,750 square feet or greater in the S-17 or S-3 Zoning Districts, or 8,800 square feet or greater in the S-9 Zoning District, a Certificate of Compliance or Conditional Certificate of Compliance has been issued for the property, and if the property is in the Coastal Zone, a Coastal Development Permit process was conducted for the issuance of such Certificate, if required by law or regulation.

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

FINDING: The Subject Property is less than 4,750 square feet in the S-17 Zoning District. The application included a Certificate of Compliance from the County (Type “B”), which was granted by the County after the processing of the required Coastal Development Permit (“CDP”). The County subsequently issued a Certificate of Compliance (Type “B”) for the subject property which was recorded on October 5, 2017.

Applicant submitted to the District that Conditional Certificate of Compliance (Type “B”) issued by the County (Document #: 2017-087886) which states that the subject property APN 047-275-060 is “one single, legally created parcel” which complies with the provision of the State of California Subdivision Map Act and the San Mateo County Subdivision Ordinance. Applicant also submitted to the District the Coastal Development Permit granting that Conditional Certificate of Compliance and the conditions thereof applicable to the Conditional Certificate of Compliance were as follows:

Certificate of Compliance

3. The Certificate of Compliance (Type B) required to establish the legality of the existing parcel, APN 047-275-060, shall be recorded. The owner shall provide, to the project planner, a legal description of the parcel for recordation. Once recorded, the above-described parcel will constitute one (1) lot as shown on the attached Assessor’s Map.

4. All development activities associated and/or required to support any future residential development on the subject property (i.e., sanitary system, domestic water, water for fire suppression, energy/utility connections, improved road access) shall occur concurrently with the permitted development of a residence.

5. The applicant is advised that prior to recordation of Certificate of Compliance descriptions, the owner/applicant shall provide the Project Planner with a check to cover the fees now being charged by the Record’s Office to record the document. The fee is estimated to be between \$30.00 and \$40.00 and includes a confirmed copy. The project planner will confirm the exact amount proper to recordation. The Board of Directors of the Granada Community Services District can, and hereby does, make this Required Finding (4).

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

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

FINDING:

Pursuant to County of San Mateo Zoning Regulations for Site Coverage, the maximum parcel coverage is 35% for structures in the S-17 district, plus an additional 10% of site coverage for impervious structures less than 18” above ground level. (County of San Mateo Zoning Regs §§6300.2.4.b and 6300.2.7). The maximum site coverage for structures is 35% which equals 1,044.4 square feet in this case. The maximum site coverage for impervious surface area is 10% which equals 298.4 square feet in this case. The proposed parcel coverage for the structure is 1,042 square feet (35%) and the

proposed coverage for impervious structures less than 18'' is approximately 160 square feet (5.36%) hence the site coverage for impervious structures less than 18'' would comply with the County standards and this Finding can be made if the Granada Community Services District sewer permit and/or the County planning permit includes the following Condition of Approval for the project:

At the time of application for a building permit, the applicant shall submit to the District a copy of the drainage analysis of the proposed project consisting of a written narrative and a plan as required by Condition 40 of the Project CDP. demonstrating how roof drainage and site runoff will be directed to an approved location so as to avoid inflow and infiltration to the public sewer system. This plan must demonstrate that post-development flows and velocities to contiguous private property and the public right-of-way shall not exceed those that existed in the pre-developed state.

The Granada Community Services District hereby requires that when and if it issues a sewer permit for the subject property, the above condition of approval be contained therein.

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

INFORMATION REQUIRED: The District already has or can obtain this information in the form of documentation showing the number of parcels in the District which have merged, or which had their development rights transferred or otherwise eliminated since the completion of the Parcel Inventory and Development Potential Assessment for the Granada Sanitary District (prepared by J. Laurence Mintier & Associates in association with Kennedy/Jenks Consultants (District Engineer)). The District will apply the information to the application before it. Where the size of the subject parcel is less than 60% of minimum parcel size, the District can only make the finding that provision of sewer service would not significantly adversely affect the ability of the District to serve a conforming parcel in view of the applicable buildout limits in the County of San Mateo Local Coastal Program by placing a condition upon a recorded Sewer Permit that limits the number of bedrooms that the Sewer Permit will serve to two bedrooms.

FINDING: The parcel is 2,984 square feet in size (short of the 5,000 square foot minimum zoning requirement used for buildout calculations by 2,016 square feet *i.e.* 40.32% short of the minimum parcel size). There is one vacant contiguous parcel 2,850 square feet in size. There are two other contiguous parcels, one 5,875 square feet in size and one approximately 8,250 square feet in size. Because the subject parcel is only 59.68% of the minimum parcel size, the District cannot make the finding that the provision of sewer service would not significantly adversely affect the ability of the

District to serve a conforming parcel unless it places a condition upon the Sewer Permit that limits the number of bedrooms that the Sewer Permit will serve to two bedrooms. This Finding can also be made if the applicant acquires an additional 16 square feet of land from the contiguous 5,875 square foot parcel and/or the contiguous approximately 10,000 square foot parcel.

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

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

FINDING: The property owner provided a summary of property details for the two properties contiguous to the subject property. This could be considered a special privilege. However previous variances have been granted for a 4,400 square foot parcel, two 4,800 square foot parcel, and a 6,452 square foot parcel in 10,000 square foot minimum zoning. According to the applicant, there is one contiguous parcel 2,850 square feet in size (APN 047-275-070). The Board of Directors of the Granada Community Services District finds that the Applicant has met this burden sufficiently to make Finding (7).

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

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

FINDING: The applicant has provided emails/letters indicating that she inquired about purchasing the contiguous vacant parcel at APN 047-275-060, a 2,850 square foot parcel. According to the applicant's emails/letters, the owner's asking price was \$295,000. In an email to the owner's realtor, the applicant informed the owners that she did not believe this was a fair market price because the price exceeded market price for comparable standard parcels.

The applicant's "Revised variance statement" states that the applicant made an offer of \$70,000 to the owners of the contiguous 2,850 square foot parcel. The applicant has been requested to provide a copy of this letter to the District. The owners made a counter offer of \$270,000. The "Revised variance statement" contains further evidence that acquisition

of the contiguous parcel could not be made for fair market value, including a statement that a realtor previously approached her predecessor and the owners of the contiguous parcel in an attempt to sell the two parcels together and that the owners of the contiguous parcel were not cooperative. In addition, the applicant contended that her offer was a fair market offer because she purchased her parcel for \$55,000, and the contiguous parcel is nearly identical to her parcel, except that it's ocean view is obstructed.

The applicant has not yet made a fair market value offer to the owners of the contiguous 5,875 square foot parcel or the contiguous approximately 10,000 square foot parcel to acquire a portion of such parcel.

The Board of Directors of the Granada Community Services District ____ does/ _____ does not make the finding that the Applicant has met her burden sufficiently for the Board to make Finding (8).

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

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

FINDING: The subject parcel does not qualify for involuntary merger under Government Code Section 66451.11, because while it is less than 5,000 square feet in size and it was not created in compliance with applicable laws and ordinances in effect at the time of its creation, no contiguous parcel is held by the same owner (see subsection (b)(2) of Section 66451.11).

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

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

FINDING: Written statement by applicant of intent to develop rather than accept refund provided December 7, 2016.

- (11) **REQUIRED FINDING:** For parcels which are less than 4,750 square feet in the S-17 or S-3 Zoning Districts, and for parcels which are less than 8,800 square feet in size in the S-9 Zoning District, the variance application was considered at a semi-annual meeting of the District Board held to consider and grant a total of no more than one semi-annual

variance from among such variance applications submitted during the preceding six months based on the comparative merits of such application.

INFORMATION REQUIRED: Confirmation to be provided by District Assistant General Manager.

FINDING: This parcel is 2,984 square feet in an S-17 Zoning District requiring a parcel size measuring 5,000 square feet. This application for Variance qualifies for semi-annual meeting consideration, because it is less than 4,750 square feet.

- There has been no variance application submitted in the past six months other than this one and the issuance of this Variance will, therefore, not result in the issuance of more than one semi-annual variance.
- There has been one or more variance applications submitted in the past six months other than this one and based on the comparative merits of each variance application submitted in the past six months this variance application is superior and such variance application is, therefore, issued.
- There has been one or more variance application submitted in the past six months other than this one and based on the comparative merits of each variance application this variance application was not selected as the superior variance application and such variance application is, therefore, denied without prejudice.

December 5, 2017

Erica D. Adams
1181 Kedith St.
Belmont, CA 94002

Re: **Application for Variance for APN 047-275-060**

Dear Ms. Adams:

This letter is in response to your November 8, 2017 e-mails to the Granada Community Services District (“GCSD”) regarding your application for a sewer permit variance. Your e-mail followed a request from District Staff for information required to make your application complete. The District Assistant General Manager requested that you provide the square footage for the impervious surface area of all structures under 18 inches in height. In addition, the Assistant General Manager informed you that you had not provided evidence that you had made an offer to purchase adjoining property. You emailed a “Revised variance statement to GCSD December 3, 2017” (Sunday) and that has been taken into consideration in this response letter.

Section 603(03)(A) of the District’s Ordinance Code requires the District Board of Directors to make certain findings prior to issuing a sewer permit variance for a substandard (nonconforming) parcel. In 2001 the District adopted its variance process for substandard parcels to enable compliance with voter-adopted Measure A (1986) which limits the development or expansion of public works facilities to a capacity that does not exceed what is needed to serve Buildout of the Local Coastal Program. Due to the high number of substandard parcels, the number of parcels in the District foreseeably will result in Buildout being exceeded, so the variance process serves to ensure that there is sufficient capacity to serve standard (conforming) legal parcels. The District’s authority for the recent two-bedroom limit on significantly substandard parcels such as yours is explained in greater detail in the 2016 Opinion Letter written by Legal Counsel attached hereto (“Opinion Letter”).

In answer to your procedural question, if the Board does not make the findings necessary to approve your variance there is no administrative appeal process. The hearing on your variance application is currently scheduled to be held at the December 14, 2017 meeting of the Board of Directors.

As to your substantive questions and points, we provide the following responses:

1. Impervious Surface Area

You have now provided evidence of compliance with the County’s limit on impervious surface area under 18 inches in height. As a result, the required District Finding can be made since there will be no excessive inflow or infiltration into sewer pipes.

2. Effect on Ability to Serve Standard (Conforming Parcels) in the Future

Section 603(03)(A)(vi) of the District Code requires the District Board to find that the provision of sewer service to your parcel would not significantly adversely affect the ability of the District to serve a conforming parcel in view of the applicable Buildout projected in the County of San Mateo Local Coastal Program. After obtaining an Opinion from its Counsel in August of 2016, at its May 2017 meeting the District Board amended Section 603(03) of the District Variance Ordinance by adding subsection (B) which states that when the subject parcel is less than 60% of the minimum parcel size, the District Board can only make the finding that provision of sewer services would not significantly adversely affect the ability of the District to serve a standard parcel in view of the projected Buildout by placing a condition upon a recorded Sewer Permit that limits the number of bedrooms that the Sewer Permit will serve to two bedrooms. Last August, the District Staff informed you that this Variance Ordinance Amendment would apply to your parcel, which is 59.68% of the minimum parcel size. You nonetheless are proceeding with an application for a residence with three bedrooms. The District Board will be able to make the finding under Section 603(03)(vi) only if you agree to reducing the proposed residence to two bedrooms, or if you increase the size of your parcel to 60% of the minimum parcel size.

3. Fair Market Offer Requirement

Section 603(03)(A)(viii) of the District Code requires the District Board to find that the applicant has demonstrated by a preponderance of the evidence presented to the District Board that the parcel cannot be rendered conforming by acquisition of one or more contiguous parcels by payment of fair market value for it. This would include rendering your parcel closer to conforming by acquisition of a portion of a contiguous parcel. There are three relevant contiguous parcels:

- (1) one contiguous 2,850 square foot parcel (APN 047-275-070) which can only be acquired in its entirety under the District Code (because acquisition of a portion of that already substandard parcel would render it even more substandard); and
- (2) one contiguous 5,875 square foot parcel (APN 047-275-050) which is already developed but has up to 875 square feet which could be acquired without reducing that parcel below the 5,000-square foot minimum parcel size.
- (3) one contiguous approximately 8,250 square foot parcel (APN 047-275-330) which is already developed.

In your Application you provided correspondence indicating that you had made several efforts to contact the owners of the 2,850-square foot contiguous substandard parcel, and that you had concluded that their asking price was too high. However, your initial Application materials did

not contain evidence that you had actually made a written offer. In your emails to the District you stated that you had made an offer of \$70,000, which was rejected. We received your "Revised variance statement" just as we were about to send this letter requesting written evidence of this offer or a letter explaining the circumstances of your offer and its rejection. If you provide written evidence of this offer, we will recommend that the Board find that you have properly documented your offer of \$70,000. The Board will make a determination at its December 14, 2017 whether that offer was for fair market value and will consider the evidence that you have provided in that regard. The District has not established any additional criteria beyond the standard legal definition of fair market value, namely what a willing, knowledgeable, unpressured buyer would pay, and a willing, knowledgeable, unpressured seller would accept, for the subject property. You have provided useful information for making this determination.

As to the 5,875-square foot contiguous parcel or the contiguous approximately 10,000 square foot parcel, there is no indication that you have attempted acquire any portion of either. If you could acquire even 16 additional square feet and add to your parcel by lot line adjustment, the two-bedroom limit would not apply. Hence, you should approach the owners of these two contiguous parcels with a written fair market offer as soon as possible.

During the hearing on the variance, the District Board will determine whether you have demonstrated by a preponderance of the evidence that your parcel cannot be rendered conforming (or at least closer to conforming) by payment of fair market value for a contiguous parcel or a portion thereof.

Please let us know if you have further questions in this regard.

Very truly yours,

WITTWER & PARKIN, LLP



Natalie Kirkish

Attachment – August 11, 2016 Opinion Letter

Cc: Board of Directors
General Manager Chuck Duffy
Assistant General Manager Delia Comito

Board of Directors
Granada Community Services District
P.O. Box 335
El Granada, CA 94018

**Re: Opinion Letter and Options Regarding Conditions of Approval
For Sewer Permits on Substandard (Nonconforming) Parcels
Related Application: APN: 048-013-220, Alto Avenue, Miramar
Agenda Date: August 18, 2016**

Honorable Directors:

Your Board has requested the undersigned, as its General Counsel, to advise whether the Granada Community Services District (“GCSD”) could lawfully apply certain types of conditions of approval to Sewer Permits it issues on substandard (nonconforming) parcels. There are at least 100 vacant parcels remaining in GCSD which are 4400 square feet in size or less, but zoned for 10,000 square foot minimum parcel size. Also there are at least 25 vacant parcels which are 2500 in size or less, but zoned for 5,000 square foot minimum parcel size.

The specific situation (“Subject Application”) which led to this request for an Opinion was a Variance Application to enable issuance of a Sewer Permit on a 4,400 square foot vacant parcel in a zoning district requiring a minimum parcel size of 10,000 square feet. Another vacant 4,400 square foot parcel directly adjoins the parcel on which the Variance is sought. At the July 21, 2016 Board meeting, the Applicant offered to restrict the dwelling unit on his parcel to two bedrooms to facilitate a finding by the Board that approval of his Variance Application would not significantly adversely affect the ability of the District to serve a standard (conforming) parcel in the future.

The County of San Mateo defines a parcel of less than 5,000 square feet in a 10,000 square foot minimum zone as “substantially substandard” and the City of Half Moon Bay defines such a parcel as “severely substandard.” Each agency requires a conditional use permit before a dwelling unit may be built on such a parcel.

GCSD has for more than 15 years required a Variance before it will issue a Sewer Permit on any substandard parcel and its District Code has even longer authorized the District Board, in its discretion, to “[i]mpose additional requirements upon an applicant which must be satisfied before the permit will be issued” “[w]here the interests of the District would be served.” Dist. C §603(01)(A). The question of what types of “additional requirements” or “conditions of approval” may be imposed or applied will be discussed in this Opinion Letter. An Executive Summary of General Counsel’s analysis is set forth below followed by an a more thorough analysis of the issue.

EXECUTIVE SUMMARY

GCSD has broad legal authority to fairly allocate its vital finite facilities for the benefit of the entire populace within the District. This authority to “fairly allocate” is further enhanced in GCSD’s case because it is precluded by a voter-adopted measure from constructing infrastructure exceeding Buildout established under the Local Coastal Program, which Buildout does not adequately take into account the many already-existing substandard parcels within its boundaries.

Under its broad legal authority GCSD may condition approval of a Sewer Permit for the purpose of assuring adequate capacity to issue permits to standard parcels and/or avoiding wet weather sewage overflows, certainly there is a “reasonable relationship” between the condition and the impact(s) it was intended to address and it applies generally to all applicants in a defined class. Conditions of approval which GCSD could lawfully apply include (but are not limited to):

- (1) restricting the number of bedrooms, bathrooms, or plumbing fixtures;**
- (2) establishing a maximum size proportionate to the degree the underlying parcel is substandard; or**
- (3) requiring an in-lieu fee to offset the costs of addressing wet weather overflow management systems in the future.**

If the Board wants to apply any of the foregoing (or other reasonably related) conditions, it is recommended that you refer the matter to the District General Manager, Engineer and Counsel to return at a future date with specific proposals.

The Board could alternatively decide not to condition approval of a Sewer Permit for any substandard parcel beyond the conditions in the current Variance Ordinance (e.g., limits on impervious surface, requirement for fair market value offer to attempt to acquire portion or all of adjoining property to reduce or eliminate substandard status, and limit major Variances to one every six months).

As to the Subject Application, in order to enable the Applicant to proceed without further delay is recommended that the Board accept his offer to restrict the dwelling unit to two bedrooms. The Board could also allow the Applicant or his successors in interest to modify that restriction and choose whatever condition(s) of approval (if any) the Board decides should be generally applicable in the future to other substandard parcels.

BACKGROUND

1. GCSD’s legal authority in exercising its sanitary sewer powers under state law stems from the police power under the California Constitution (Art. 11, Sec. 7) and is superior to even a county’s or city’s police power authority as to its sanitary sewer function.
2. Analogous appellate precedent authorizes GCSD to refuse to issue a Sewer Permit for

connection due to the limited capacity of sewage collection and transmission facilities and to list, in priority sequence, the development to which the remaining unused sewage collection and transmission capacity should be allotted in order to avoid running out of available sewer capacity before the owners of existing undeveloped standard (conforming) lots of record could obtain sewer permits, or to avoid wet weather sewage overflows.

3. Providing a property owner with an alternative to denial of a Sewer Permit in the form of a condition of approval which promotes the same purpose (assuring adequate capacity to issue permits to standard parcels and/or avoiding wet weather sewage overflows) is a proper exercise of the police power.
4. Conditions of approval which GCSD could lawfully approve include limiting the number of bedrooms, bathrooms, plumbing fixtures, a size of unit proportionate to the degree the underlying parcel is substandard, or requiring an in-lieu fee to offset the costs of addressing wet weather overflow management systems in the future.
5. Wet weather sewage overflows have been determined to be very serious health and safety hazards and can be the subject of multi-million dollar fines. In a Memorandum dated October 19, 2000, the Manager of SAM reiterated that since 1997 SAM has focused significant resources on evaluating the causes of wet weather sewage overflows and defining the system improvements necessary to prevent overflows in the future. Thereafter, the Granada Sanitary District Engineer concluded that "there is a significant wet weather flow problem within the SAM system."
6. Significant sewage overflows occurred on December 29, 2003 and January 1, 2004. SAM and its member agencies have made numerous infrastructure improvements over the past several years such as construction of the 460,000-gallon Wet Weather Overflow Tank completed by 2005 at the north end of Intertie Pipeline and the Wet Weather Overflow Project completed in 2013 just downstream of the Portola Pump Station on land purchased by GCSD.
7. On August 18, 2006 the EPA issued its NPDES Compliance Evaluation Report which finds that "[t]he SAM Sewer System does not have sufficient capacity to convey peak flows during the winter rains." The EPA Report cites the applicable regulations as being the Clean Water Act and the National Marine Sanctuaries Act and describes a prior warning letter to SAM from NOAA for a violation of the National Marine Sanctuaries Act and a prior RWQCB Penalty Order, both based on SSOs. The EPA Report acknowledges that SAM and its member agencies have taken all reasonable steps to reduce wet weather overflows.
8. On August 8, 2012 the California Coastal Commission found the County's proposed LCP Update to be inconsistent with Coastal Act Sections 30231 and 30250 because it does not propose policies mandating improvements to the IPS and that without improvements to the IPS, the system will not be able to handle the demand at Buildout and wet weather flow problems will continue, threatening water quality." As a means for addressing this inconsistency, the Coastal Commission suggested, and the County ultimately adopted, a limit the maximum number of new dwelling units built in the urban Midcoast to 40 units each calendar year until (among other things) sufficient evidence has been presented that SAM IPS capacity is adequate to avoid sewage overflows. The share of these 40 units which could occur in GCSD's jurisdiction is not specified. This could be further investigated at Board direction (and proportionately may be in the 20 to 25-unit range),

- including second units, caretaker units, mixed use units and multi-family units, in addition to single-family dwellings).
9. Rainfall on the Mid-Coast has been substantially below normal from 2013-2015 such that the Wet Weather Overflow Project completed in 2013 just downstream of the Portola Pump Station has not been adequately tested, but in the one major rainfall which did occur, it was nearly filled to capacity.
 10. Improvements to eliminate wet weather overflows will be limited in capacity by the adoption by the voters of the County of San Mateo adopted Measure A on November 4, 1986. Measure A expressly requires that the development or expansion of public works facilities be limited to a capacity which does not exceed that needed to serve Buildout of the Local Coastal Program. (Measure A and LCP Section 2.6.) The County's LCP requires a Coastal Development Permit from any special district (such as the Granada Community Services District) wishing to undertake any infrastructure development within the Coastal Zone. (LCP Section 2.1.) Measure A requires that as a condition of Coastal Development Permit approval, Granada Community Services District conform to the policies of the Local Coastal Program. (Measure A and LCP Sections 2.4. and 2.6) Limiting infrastructure capacity to that needed to serve Buildout.
 11. In 1998 the Board of Directors of the Granada Sanitary District commissioned a study by J. Laurence Mintier & Associates to determine Buildout capacity within the District and the impact of illegal (antiquated) and substandard parcels on the District's ability to serve legal and standard (conforming) parcels going forward.
 12. On March 26, 1999 the Parcel Inventory and Development Potential Assessment (Mintier Report) was issued. It reported that Buildout in the unincorporated area under the 1981 LCP was 3,411 dwelling units (of which 2,103 were undeveloped).
 13. In 2001 meeting the GSD Board of Directors adopted Ordinance No. 139 establishing a Variance Approval requirement for antiquated parcels, substandard (nonconforming) parcels and residential development not included in the LCP Buildout calculations.
 14. The Variance Ordinance has been successful in preventing the development of illegally created (antiquated) parcels and the County of San Mateo has during that time revised its positions on parcel legality to be very similar to GCSD's positions.¹
 15. Under the 15 years the Variance Ordinance has been in effect, approximately 25 Variances have been approved and one Waiver has been granted. The Subject Application, if approved, will be one of a very small number of Variances granted to enable issuance of a Sewer Permit on a 4,400 square foot vacant parcel in a zoning district requiring a minimum parcel size of 10,000 square feet, where another vacant parcel directly adjoins the parcel on which the Variance is sought.
 16. Buildout was revised in the County LCP approved by the Coastal Commission and ultimately adopted by the County in 2013. In 1981 County LCP Buildout for the Mid-Coast was 6200 dwelling units (not counting caretaker, mixed-use or second units). In 2013 County LCP Buildout was a range² of 6,757 – 7,153 units which does count

¹ However, the County is embarked on an update of the County Subdivision Ordinance, one stated purpose of which is to "streamline" the Certificate of Compliance process for determining parcel legality.

² The range results from mixed-use showing a range of 99-495 units.

caretaker, mixed-use or second units³, and which if deducted results in 6147 units, slightly fewer (by 53 units) than the 1981 Buildout.

17. There are at least 100 vacant parcels remaining in GCSD which are 4400 square feet in size or less, but zoned for 10,000 square foot minimum parcel size. Also there are approximately 30 vacant parcels which are 2500 in size or less, but zoned for 5,000 square foot minimum parcel size. On the other hand, there have been parcel mergers during the 15-year period while the Variance Ordinance has been in effect and there may be other parcels which significantly exceed minimum parcel size for their zoning district and which may not be divisible or whose owners may be willing to deed restrict against further division. If your Board refers this matter to the District General Manager, Engineer and Counsel, further quantification of the foregoing could be undertaken.

LEGAL ANALYSIS

Various appellate precedents make clear that GCSD's legal authority in exercising its sanitary sewer powers under state law stems from the police power under the California Constitution (Art. 11, Sec. 7) and is superior to even a county's or city's police power authority as to its sanitary sewer function. *Home Gardens Sanitary District v. City of Corona* (2002) 96 Cal.App.4th 87; *Rodeo Sanitary District v. Board of Supervisors of Contra Costa County and Mt. View Sanitary District* (1999) 71 Cal.App. 4th 1443; and *West Bay Sanitary District v. City of East Palo Alto* (1987) 191 Cal.App.3d 1507.

A COMMUNITY SERVICES DISTRICT WITH SEWER SERVICE POWERS HAS DISCRETIONARY AUTHORITY TO ALLOCATE SEWER SERVICE. In *Getz v. Pebble Beach Community Services District* (1990) 219 Cal.App.3d 229, the Court of Appeal stated that community services district (CSD) authority to allocate sewer service was authorized by a grant of "the power generally to perform all acts necessary to carry out fully the provisions of [the Community Services District Law]." The Court in *Getz* upheld the legal authority of a CSD to refuse to issue a sewer connection for a senior citizen housing unit (similar to a second unit) notwithstanding the state's policy of encouraging senior housing construction (Gov. C. §65852.1 4) which had to yield to the competing ecological policy of protecting coastal waters. Pebble Beach CSD based its refusal to issue a sewer connection permit on its Resolution No. 13-86, enacted on May 29, 1986, which provides "[PBCSD] will not issue sewer connection permits for senior citizen units because they are not included in the DMF [UP/LCP] [Del Monte Forest Land Use Plan/Local Coastal Plan.]" The Del Monte Forest Land Use Plan notes that the Carmel sewage treatment plant's limited capacity "shall be the initial control of the amount of new development" in the forest. In light of this restricted capacity, the plan then lists, in priority sequence, the development to which the remaining unused sewage capacity should be allotted. The first priority under this plan goes to those existing residences then using septic tanks; the second to most of the existing lots of record. Various developments are also listed on this plan, but senior housing units were absent from it.

³ The Governor and the California Legislature, as well as the County of San Mateo are reportedly poised to enact legislation which will facilitate approval of second units. Furthermore, a study has shown 30% of single-family residential property owners are interested in developing a second unit on their property.

⁴ This section became inoperative on January 1, 2007.

In December 1986, Pebble Beach CSD received from its engineer an analysis of existing and future sewage capacity. This study concluded that even without the addition of senior housing units, it had insufficient capacity to “serve existing users and allowed [sic] future development.” Specifically, if senior housing units were allowed sewer hookups, **Pebble Beach CSD concluded it would run out of available sewer capacity before the owners of existing undeveloped lots of record, who pay an annual sewer standby fee, could obtain sewer permits.** This is very similar to the conclusion of GCSD back in 2001 that if it issued sewer permits in an unlimited manner for substandard parcels, it would run out of wastewater collection and transmission infrastructure capacity before some owners of standard (conforming) parcels could obtain sewer permits. This is especially true since substandard parcels contribute to more demand than Buildout contemplates, but infrastructure capacity is limited to the calculated Buildout.

In *Getz*, the Trial Court and the Court of Appeal both concluded that Pebble Beach CSD's **authority to allocate sewer service** was authorized by Government Code section 61622, which grants special districts “the power generally to perform all acts necessary to carry out fully the provisions of this division.” The Court of Appeal ruled that Pebble Beach CSD’s responsibility in this regard is **analogous to that exercised by a municipal water district** responsible for water and sewer service, which must “fairly allocat[e] this vital finite resource for the benefit of the entire populace within the District when faced with a demand greater than the capacity of the system.” (*Carlton Santee Corp. v. Padre Dam Mun. Water Dist.* (1981) 120 Cal.App.3d 14, 26.)

Thus, by analogy, “a [sewer] district is necessarily entrusted with extensive discretion to accomplish its challenging task” and the Court of Appeal in *Building Industry Association of Northern California v. Marin Municipal Water District* (1991) 235 Cal.App.3d 1641 upheld a District Ordinance going so far as prohibiting new water connections in the District’s service area. In *Swanson v. Marin Municipal Water District* (1976) 56 Cal.App.3d 512, 523, the court upheld a moratorium on new connections since “actual water consumption was already in excess of the District’s net safe water yield” (finding the moratorium neither unreasonable nor an invasion of property owners constitutional rights). By analogy, the Court in *Getz* upheld a prohibition on sewer connections for second units. As explained below, this necessarily makes legally justifiable the far more targeted approach of limiting or conditioning approval of sewer permits. In other words, Pebble Beach CSD could have obtained an amendment to the The Del Monte Forest Land Use Plan and lawfully limited sewer permits for second units to one every six months.

A CONDITION OF APPROVAL NOT AN EXACTION. GCSD has not proposed a moratorium (though one may be legally justifiable to avoid wet weather overflows or running out of capacity before issuing permits to all legal/standard parcels), but rather is considering possible conditions of approval (additional requirements) for the issuance of a Sewer Permit. An argument might foreseeably be made that a proposed condition of approval qualifies as an exaction. This argument would fail under the holding of *Nollan v. California Coastal Commission* (1994) 483 U.S. 825 that a prohibition of a use designed to accomplish a particular purpose would be a legitimate exercise of the police power rather than a taking, (*e.g.*, a moratorium for water conservation purposes as upheld in the two Marin Municipal Water District cases cited above). Given the holding in *Nollan*,

“it would be strange to conclude that providing a [property] owner with an alternative to that prohibition which accomplishes the same water conservation purpose is not [a proper exercise of the police power].”

Nollan v. California Coastal Commission (1994) 483 U.S. 825, 836-837; *Ehrlich v. City of Culver City* (1996) 12 Cal. 4th 854, 877. In other words, an alternative to a justifiable prohibition is not an exaction.

EVEN IF CONDITION OF APPROVAL WERE AN EXACTION, GCSD NEED ONLY SHOW REASONABLE RELATIONSHIP TO LEGISLATIVE PURPOSE.

Nevertheless, even if a condition of approval were considered an exaction, under the holding of the California Supreme Court in *San Remo Hotel, L.P. v. City and County of San Francisco* (2002) 27 Cal.4th 643, a residential housing replacement requirement based on express legislation which applies generally to all hotels in the City on which conversion from residential units to tourist units is proposed, the “most deferential” standard of judicial review applies. Rather than being required to demonstrate “rough proportionality” between the general exaction and the impact of the development (as required for an “ad hoc” exaction), the housing replacement requirement was upheld on the basis that there was a “reasonable relationship” between it and the impacts it was intended to address.

Thus, for example, even if a generally applied condition of approval restricting the number of bedrooms, bathrooms, plumbing fixtures or size of dwelling unit⁵ were for some reason treated as an exaction,⁶ it would be subject to a similar deferential standard of judicial review. That is because it would apply generally to all residential properties in the District for which development is proposed. The District would need only to show (at most) that there was a reasonable relationship between the condition and development seeking sewer service connection. One Court has held that in pursuing a constitutionally and statutorily mandated conservation program, cost allocations for municipal services are to be judged by a standard of reasonableness with some flexibility permitted to account for system-wide complexity. *Brydon v. East Bay Municipal Utility Dist.* (1994) 24 Cal.App.4th 178 (quoting *San Diego Gas & Electric Company v. San Diego Regional Air Pollution Control District* (1988) 203 Cal.App.3d 1132).⁷ In *Brydon v. East Bay Municipal Utilities District* (1994) 24 Cal.App.4th 178, the Court of Appeal found that the gravity of the water supply problem presents an opportunity for reasonable experimentation in devising methods to achieve conservation, whether through technological means or behavior modification.

⁵ The California Legislature appears poised to authorize the following standard for connection fees for second units: “proportionate to the burden to the system.” Specifically, the burden can be determined either by the size of the ADU or the number of new plumbing fixtures.”

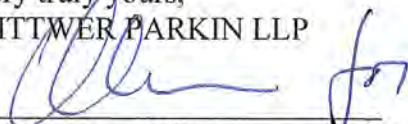
⁶ These would not be exactions for the reasons discussed above.

⁷ The *Brydon* case authorized water service charges structured to charge higher rates for higher water use as an incentive for conservation. *Capistrano Taxpayers Assn., Inc. v. City of San Juan Capistrano*, 235 Cal. App. 4th 1493 states that *Brydon* was superseded by Prop 218 which “curtail[ed] discretionary models of local agency fee determination.” The Court stated “But *Brydon*—though it might still be read as evidence that tiered pricing not otherwise connected to cost of service would survive a rational basis or equal protection challenge—simply has no application to post-Proposition 218 cases.

CONDITION OF APPROVAL AS A FEE. If the Board is interested in requiring an in-lieu fee as a condition of approval to offset the costs of addressing wet weather overflow management systems in the future, there are a variety of ways to approach drafting such a condition. The District General Counsel would need to work with the General Manager and Engineer to develop a proposal and return to your Board with same. Further research would be needed to determine whether (and if so, how) Article 13D (Proposition 218) and/or the California Mitigation Fee Act (Gov. C. §66000 et seq.) would apply.

Thank you for your consideration of this Opinion.

Very truly yours,
WITTMER PARKIN LLP


By: Jonathan Wittwer, General Counsel

Cc: General Manager
Assistant General Manager
Engineer

September 5, 2017

Erica Adams
1181 KEDITH ST
BELMONT, CA 94002

Dear Ms. Adams:

Subject: **LETTER OF DECISION**
File No.: PLN2017-00002
Location: Columbus Ave, El Granada
Assessor's Parcel No.: 047-275-060

On August 23, 2017 the San Mateo County Planning Commission considered a Coastal Development Permit (CDP), Non-Conforming Use Permit, and Design Review Permit, pursuant to Sections 6328.4, 6133.3.b, and 6565.3 of the Zoning Regulations, and a Certificate of Compliance Type B (CoC Type B), pursuant to Section 7134.2 of the Subdivision Regulations, to allow construction of a new 1,431 sq. ft., three-story single-family residence, including a 200 sq. ft. attached one-car garage, located on a 2,984 sq. ft. undeveloped parcel in the El Granada area of unincorporated San Mateo County. A Non-Conforming Use Permit is required for the project, which involves non-conforming parcel size, setbacks, and parking. A CoC Type B is required to legalize the parcel. The project includes the removal of three (3) significant trees and involves 70 cubic yards of earthwork. The CDP is appealable to the California Coastal Commission.

That the Planning Commission approved the Coastal Development Permit, Non-Conforming Use Permit, and Design Review Permit, County File Number PLN 2017-00002, by making the required findings and adopting the conditions of approval identified in Attachment A.

Any interested party aggrieved by the determination of the Planning Commission has the right of appeal to the Board of Supervisors within ten (10) business days from such date of determination. The appeal period for this matter will end at **5:00 p.m. on September 7, 2017.**

The approval of this project is also appealable to the California Coastal Commission. Any aggrieved person may appeal this decision to the California Coastal Commission within 10 working days following the Coastal Commission's receipt of the notice of Final Local Decision. Please contact the Coastal Commission's North Central Coast District Office at (415) 904-5260 for further information concerning the Commission's appeal process. The County and Coastal Commission appeal periods are sequential, not concurrent, and together total approximately one month. A project is considered approved when these appeal periods have expired and no appeals have been filed.



Please direct any questions regarding this matter to Senior Project Planner Camille Leung at 650-363-1826 or cleung@smcgov.org.

Sincerely,

A handwritten signature in blue ink, appearing to read "Janneth Lujan".

Janneth Lujan
Planning Commission Secretary

cc: California Coastal Commission
Midcoast Community Council

Attachment A

County of San Mateo
Planning and Building Department

FINDINGS AND CONDITIONS OF APPROVAL

Permit or Project File Number: PLN 2017-00002

Hearing Date: August 23, 2017

Prepared By: Camille Leung
Senior Project Planner

Adopted By: Planning Commission

FINDINGS

Regarding the Environmental Review, Found:

1. That the proposed project is categorically exempt pursuant to Section 15303, Class 3, of the California Environmental Quality Act Guidelines related to construction of a single-family residence in an urban, residential zone and associated grading.

Regarding the Coastal Development Permit, Found:

2. That the project, as described in the application and accompanying materials required by Section 6328.7 and as conditioned in accordance with Section 6328.14, conforms with the plans, policies, requirements, and standards of the San Mateo County Local Coastal Program (LCP). The plans and materials have been reviewed against the application requirements of Section 6328.7 of the Zoning Regulations, and the project, as proposed and conditioned, is in compliance with applicable LCP Policies which regulate the location of new development (specifically with regard to infilling existing residential subdivisions), require adequate public services and infrastructure (Coastside County Water District and Granada Community Services District have confirmed adequate supplies to serve the parcel), and policies that require that lot legalization comply with any applicable LCP resource protection policies.
3. Where the project is located between the nearest public road and the sea that the project is in conformity with the public access and public recreation policies of Chapter 3 of the Coastal Act of 1976 (commencing with Section 30200 of the Public Resources Code). The project is not located between a public road and the sea, and will not interfere with the public's right-of-access to the sea.
4. That the project conforms to specific findings required by policies of the San Mateo County Local Coastal Program. As discussed in Section A.2 of the staff report and Finding 2 above, the project, as proposed and conditioned, is in compliance with applicable LCP Policies.
5. That the number of building permits for construction of single-family residences other than for affordable housing issued in the calendar year does not exceed the limitations of Policy 1.23 as stated in Section 6328.19 of the Zoning Regulations. Staff anticipates that the building permits to be issued for the 2017 calendar year will not exceed this limit,

based on a current estimate of 5 applications for building permits for this calendar year so far.

Regarding the Certificate of Compliance Type B, Found:

6. That the processing of the Certificate of Compliance (CoC) (Type B) is in full conformance with the County Subdivision Regulations Section 7134 (*Legalization of Parcels: Certificate of Compliance*) particularly Section 7134.2(a), (b) and (c).
7. That the processing of the Conditional CoC (Type B) is in full conformance with Government Code Section 66499 et. seq.

Regarding the Non-Conforming Use Permit, Found:

8. That the proposed development is proportioned to the size of the parcel on which it is being built. The project complies with the lot coverage, floor area ratio, and height requirements of the R-1/S-17/DR/CD Zoning District, which regulates the size of development. Therefore, the proposed development is proportioned to the size of the parcel on which it is being built.
9. That all opportunities to acquire additional contiguous land in order to achieve conformity with the zoning regulations, currently in effect, have been investigated and proven to be infeasible. The subject parcel borders two undeveloped properties, a conforming-size parcel to the north and a non-conforming-size parcel to the south. As described in emails and correspondence included in Attachment E of the staff report, the applicant has contacted the owners of the non-conforming size parcel to the south to inquire regarding the purchase of the property. The Abells were open to selling the parcel, but the applicant found the price offered to be infeasible relative to her project budget.
10. That the proposed development is as nearly in conformance with the zoning regulations currently in effect as is reasonably possible. The project is in conformance with the lot coverage, floor area, and height limits of the S-17 Zoning District. The project does not conform to the required minimum side setbacks (including the 15-foot combined side yard setback) due to the narrow width of the parcel. Full compliance with this requirement would result in a narrow 10-foot wide building envelope that would not allow for development of the parcel. The project does not comply with County parking requirements for two covered parking spaces for all dwellings of two or more bedrooms. The project includes three bedrooms. With a 16-foot wide proposed building envelope, an 18-foot wide two-car garage would not be feasible. Due to a wide road shoulder (over 25 feet wide), an uncovered tandem parking space can be accommodated in the project driveway.
11. That the establishment, maintenance and/or conducting of the use will not, under the circumstances of the particular case, result in a significant adverse impact to coastal resources, or be detrimental to the public welfare or injurious to property or improvements in said neighborhood. The design of the project, while proposing a non-conforming 3' - 7.75" right side setback, considers the future privacy needs of adjoining property owners. The larger and conforming side setback is provided on the south side, where the property abuts a vacant non-conforming size parcel. The smaller and non-conforming side setback is provided on the north side which abuts a vacant parcel of conforming size, whereby the property owner foreseeably will have greater flexibility in terms of parcel size to site development such that privacy for both parcels can be accommodated. The

project has received preliminary approval from review agencies, including the Building Inspection Section, the Department of Public Works, and the Coastside Fire Protection District.

12. That the use permit approval does not constitute a granting of special privileges. For the reasons stated above, this project does not constitute a granting of special privileges, as the project is as nearly in conformity with the R-1/S-17/DR/CD Zoning District regulations as is reasonably possible.

Regarding the Design Review, Found:

13. That the project has been reviewed under and, as conditioned, has been found by the Coastside Design Review Committee (CDRC) to be in compliance with the Design Review Standards for One-Family and Two-Family Residential Development in the Midcoast under Section 6565.20 of the San Mateo County Zoning Regulations, specifically elaborated as follows:
 - a. *Section 6565.20(D). ELEMENTS OF DESIGN; 1. Building Mass, Shape and Scale; a. Relationship to Existing Topography; Standards (2) and (3):* The design of the house conforms to the existing topography of the site by stepping down in the same direction as the existing grade.
 - b. *Section 6565.20 (D) ELEMENTS OF DESIGN; 2. Architectural Styles and Features; b. Openings; Standard (1):* The proposed windows and doors are compatible in size, proportion, style, and detailing with the design of the house.
 - c. *Section 6565.20 (F) LANDSCAPING, PAVED AREAS, FENCES, LIGHTING AND NOISE; 1. Landscaping; Standard (g):* The landscape plan uses wildflower seed application, a variety of shrubs, ground cover, and fruit trees to provide landscaping that harmonizes with the natural surroundings, retains the structural integrity of the lot, and enhances the natural character of the neighborhood.
 - d. *Section 6565.20 (F) LANDSCAPING, PAVED AREAS, FENCES, LIGHTING AND NOISE; 4. Lighting; Standard (a):* The exterior lighting is architecturally integrated with the home's design, style, materials, and colors. *Standard (c):* Exterior lighting is minimized and designed for specific activity so that outdoor areas are illuminated no more than necessary.

RECOMMENDATIONS OF THE COASTSIDE DESIGN REVIEW COMMITTEE ¹

1. Install railroad tie steps at the north side yard with base rock and pebbled treads.
2. Erect a 5-foot "good neighbor" fence along the south elevation.
3. No irrigation systems shall be installed along the side yards.

CONDITIONS OF APPROVAL

¹ Compliance is recommended but not required.

1. This approval applies only to the proposal as described in the plans, supporting materials, and reports as approved by the Planning Commission on August 23, 2017. Any changes or revisions to the approved plans shall be submitted to the Design Review Officer for review and approval prior to implementation. Minor adjustments to the project may be approved by the Design Review Officer if they are consistent with the intent of and are in substantial conformance with this approval. Alternatively, the Design Review Officer may refer consideration of the revisions to the Coastside Design Review Committee, with applicable fees to be paid.
2. The Coastal Development Permit, Use Permit, and Design Review Permit shall be valid for five (5) years from the date of final approval, in which time a building permit shall be issued and a completed inspection (to the satisfaction of the Building Inspector) shall have occurred within 180 days of its issuance. The design review approval may be extended by one 1-year increment with submittal of an application for permit extension and payment of applicable extension fees sixty (60) days prior to the expiration date.

Certificate of Compliance

3. The Certificate of Compliance (Type B) required to establish the legality of the existing parcel, APN 047-275-060, shall be recorded. The owner shall provide, to the project planner, a legal description of the parcel for recordation. Once recorded, the above-described parcel will constitute one (1) lot as shown on the attached Assessor's Map.
4. All development activities associated and/or required to support any future residential development on the subject property (i.e., sanitary system, domestic water, water for fire suppression, energy/utility connections, improved road access) shall occur concurrently with the permitted development of a residence.
5. The applicant is advised that prior to recordation of Certificate of Compliance descriptions, the owner/applicant shall provide the Project Planner with a check to cover the fees now being charged by the Record's Office to record the document. The fee is estimated to be between \$30.00 and \$40.00 and includes a confirmed copy. The project planner will confirm the exact amount proper to recordation.

Current Planning Section

6. The applicant shall provide "finished floor elevation verification" to certify that the structure is actually constructed at the height shown on the submitted plans. The applicant shall have a licensed land surveyor or engineer establish a baseline elevation datum point in the vicinity of the construction site.
 - a. The applicant shall maintain the datum point so that it will not be disturbed by the proposed construction activities until final approval of the building permit.
 - b. This datum point and its elevation shall be shown on the submitted site plan. This datum point shall be used during construction to verify the elevation of the finished floors relative to the existing natural or to the grade of the site (finished grade).
 - c. Prior to the Planning and Building Department's approval of the building permit application, the applicant shall also have the licensed land surveyor or engineer indicate on the construction plans: (1) the natural grade elevations at the

- significant corners (at least four) of the footprint of the proposed structure on the submitted site plan, and (2) the elevations of proposed finished grades.
- d. In addition, (1) the natural grade elevations at the significant corners of the proposed structure, (2) the finished floor elevations, (3) the topmost elevation of the roof, and (4) the garage slab elevation must be shown on the plan, elevations, and cross-section (if one is provided).
 - e. Once the building is under construction, prior to the below floor framing inspection or the pouring of the concrete slab (as the case may be) for the lowest floor(s), the applicant shall provide to the Building Inspection Section a letter from the licensed land surveyor or engineer certifying that the lowest floor height, as constructed, is equal to the elevation specified for that floor in the approved plans. Similarly, certifications on the garage slab and the topmost elevation of the roof are required.
 - f. If the actual floor height, garage slab, or roof height, as constructed, is different than the elevation specified in the plans, then the applicant shall cease all construction and no additional inspections shall be approved until a revised set of plans is submitted to and subsequently approved by both the Building Official and the Community Development Director.
7. The applicant shall indicate the following on plans submitted for a Building Permit, as stipulated by the Coastside Design Review Committee:
- a. Drip irrigation shall be used for the lower slope.
 - b. Provide a description of the materials for the steps at the north side yard.
8. The property owner shall adhere to the San Mateo Countywide Stormwater Pollution Prevention Program "General Construction and Site Supervision Guidelines," including, but not limited to, the following:
- a. Delineation with field markers of clearing limits, easements, setbacks, sensitive or critical areas, buffer zones, trees, and drainage courses within the vicinity of areas to be disturbed by construction and/or grading.
 - b. Protection of adjacent properties and undisturbed areas from construction impacts using vegetative buffer strips, sediment barriers or filters, dikes, mulching, or other measures as appropriate.
 - c. Performing clearing and earth-moving activities only during dry weather.
 - d. Stabilization of all denuded areas and maintenance of erosion control measures continuously between October 1 and April 30.
 - e. Storage, handling, and disposal of construction materials and wastes properly, so as to prevent their contact with stormwater.
 - f. Control and prevention of the discharge of all potential pollutants, including pavement cutting wastes, paints, concrete, petroleum products, chemicals, wash water or sediments, and non-stormwater discharges to storm drains and watercourses.

- g. Use of sediment controls or filtration to remove sediment when dewatering site and obtain all necessary permits.
 - h. Avoiding cleaning, fueling, or maintaining vehicles on-site, except in a designated area where wash water is contained and treated.
 - i. Limiting and timing application of pesticides and fertilizers to prevent polluted runoff.
 - j. Limiting construction access routes and stabilization of designated access points.
 - k. Avoiding tracking dirt or other materials off-site; cleaning off-site paved areas and sidewalks using dry sweeping methods.
 - l. Training and providing instruction to all employees and subcontractors regarding the Watershed Protection Maintenance Standards and construction Best Management Practices.
 - m. Removing spoils promptly, and avoiding stockpiling of fill materials, when rain is forecast. If rain threatens, stockpiled soils and other materials shall be covered with a tarp or other waterproof material.
 - n. Additional Best Management Practices in addition to those shown on the plans may be required by the Building Inspector to maintain effective stormwater management during construction activities. Any water leaving the site shall be clear and running slowly at all times.
 - o. Failure to install or maintain these measures will result in stoppage of construction until the corrections have been made and fees paid for staff enforcement time.
9. The applicant shall include an erosion and sediment control plan to comply with the County's Erosion Control Guidelines on the plans submitted for the building permit. This plan shall identify the type and location of erosion control measures to be installed upon the commencement of construction in order to maintain the stability of the site and prevent erosion and sedimentation off-site.
10. All new power and telephone utility lines from the street or nearest existing utility pole to the main dwelling and/or any other structure on the property shall be placed underground.
11. The applicant shall apply for a building permit and shall adhere to all requirements from the Building Inspection Section, the Department of Public Works and the Coastside Fire Protection District.
12. No site disturbance shall occur, including any vegetation removal or grading, until a Building Permit has been issued.
13. To reduce the impact of construction activities on neighboring properties, comply with the following:
- a. All debris shall be contained on-site; a dumpster or trash bin shall be provided on-site during construction to prevent debris from blowing onto adjacent properties.

The applicant shall monitor the site to ensure that trash is picked up and appropriately disposed of daily.

- b. The applicant shall remove all construction equipment from the site upon completion of the use and/or need of each piece of equipment which shall include but not be limited to tractors, back hoes, cement mixers, etc.
 - c. The applicant shall ensure that no construction-related vehicles shall impede through traffic along the right-of-way on Columbus Street. All construction vehicles shall be parked on-site outside the public right-of-way or in locations which do not impede safe access on Columbus Street. There shall be no storage of construction vehicles in the public right-of-way.
14. The exterior color samples submitted to the CDRC are approved. Color verification shall occur in the field after the applicant has applied the approved materials and colors but before a final inspection has been scheduled.
 15. Noise sources associated with demolition, construction, repair, remodeling, or grading of any real property shall be limited to the hours from 7:00 a.m. to 6:00 p.m. weekdays and 9:00 a.m. to 5:00 p.m. Saturdays. Said activities are prohibited on Sundays, Thanksgiving and Christmas (San Mateo Ordinance Code Section 4.88.360).
 16. Installation of the approved landscape plan is required prior to final inspection.
 17. At the building permit application stage, the project shall demonstrate compliance with the Water Efficient Landscape Ordinance (WELO) and provide required forms. WELO applies to new landscape projects equal to or greater than 500 sq. ft. A prescriptive checklist is available as a compliance option for projects under 2,500 sq. ft. WELO also applies to rehabilitated landscape projects equal to or greater than 2,500 sq. ft. The following restrictions apply to projects using the prescriptive checklist:
 - a. Compost: Project must incorporate compost at a rate of at least four (4) cubic yards per 1,000 sq. ft. to a depth of 6 inches into landscape area (unless contra-indicated by a soil test).
 - b. Plant Water Use (Residential): Install climate adapted plants that require occasional, little or no summer water (average WUCOLS plant factor 0.3) for 75% of the plant area excluding edibles and areas using recycled water.
 - c. Mulch: A minimum 3-inch layer of mulch should be applied on all exposed soil surfaces of planting areas, except in areas of turf or creeping or rooting groundcovers.
 - d. Turf: Total turf area shall not exceed 25% of the landscape area. Turf is not allowed in non-residential projects. Turf (if utilized) is limited to slopes not exceeding 25% and is not used in parkways less than 10 feet in width. Turf, if utilized in parkways is irrigated by sub-surface irrigation or other technology that prevents overspray or runoff.
 - e. Irrigation System: The property shall certify that Irrigation Controllers use evapotranspiration or soil moisture data and utilize a rain sensor; Irrigation Controller programming data will not be lost due to an interruption in the primary

power source; and Areas less than 10 feet in any direction utilize sub-surface irrigation or other technology that prevents overspray or runoff.

18. At the building permit application stage, the applicant shall submit a tree protection plan for work within tree driplines of off-site trees, including the following:
 - a. Identify, establish, and maintain Tree Protection Zones throughout the entire duration of the project;
 - b. Isolate Tree Protection Zones using 5-foot tall, orange plastic fencing supported by poles pounded into the ground, located at the driplines as described in the arborist's report;
 - c. Maintain Tree Protection Zones free of equipment and materials storage; contractors shall not clean any tools, forms, or equipment within these areas;
 - d. If any large roots or large masses of roots need to be cut, the roots shall be inspected by a certified arborist or registered forester prior to cutting as required in the arborist's report. Any root cutting shall be undertaken by an arborist or forester and documented. Roots to be cut shall be severed cleanly with a saw or topers. A tree protection verification letter from the certified arborist shall be submitted to the Planning Department within five (5) business days from site inspection following root cutting;
 - e. Normal irrigation shall be maintained, but oaks shall not need summer irrigation, unless the arborist's report directs specific watering measures to protect trees;
 - f. Street tree trunks and other trees not protected by dripline fencing shall be wrapped with straw wattles, orange fence and 2 x 4 boards in concentric layers to a height of 8 feet; and
 - g. Prior to Issuance of a building permit or demolition permit, the Planning and Building Department shall complete a pre-construction site inspection, as necessary, to verify that all required tree protection and erosion control measures are in place.

Granada Community Services District

19. The project requires a Sewer Variance from the Granada Sanitary District due to the Non-Conforming Size of the parcel. Applicant must have the CoC to apply for the Variance.

Coastside County Water District (CCWD)

20. Before issuance of a building permit, CCWD will need to evaluate a complete set of building plans and approved fire plans to determine if the project complies with all CCWD regulations.
21. The project is required to comply with CCWD's Indoor Water Use Efficiency Ordinance which includes regulations on water metering and water use efficiency specifications for

plumbing fixtures and appliances. CCWD staff performs inspections to verify compliance with its regulations during and after construction.

22. Fire sprinklers shall be served from a separate fire service water connection with a separate fire meter. CCWD does not allow passive purge systems to be installed on fire protection services. Fire protection services are authorized for the sole purpose of fire protection. There shall be no cross connections in the fire protection system.

Coastside Fire Protection District

23. As per the California Building Code, State Fire Marshal Regulations, and Coastside Fire Protection District Ordinance 2013-03, the applicant is required to install State Fire Marshal approved and listed smoke detectors which are hard wired, interconnected, and have battery backup. These detectors are required to be placed in each new and reconditioned sleeping room and at a point centrally located in the corridor or area giving access to each separate sleeping area. In existing sleeping rooms, areas may have battery powered smoke alarms. A minimum of one detector shall be placed on each floor. Smoke detectors shall be tested and approved prior to the building final.
24. Add note to plans smoke alarm/detector are to be hardwired, interconnected; or with battery backup. Smoke alarms to be installed per manufacturer's instruction and NFPA 72.
25. Add note: Escape or rescue windows shall have a minimum net clear openable area of 5.7 sq. ft., 5.0 sq. ft. allowed at grade. The minimum net clear openable height dimension shall be 24 inches. The net clear openable width dimension shall be 20 inches. Finished sill height shall be not more than 44 inches above the finished floor.
26. Identify rescue windows in each bedroom and verify that they meet all requirements. Add this to plans.
27. New attached garage to meet occupancy separation requirements. Provide note/detail. CRC R302.5 I R302.6
28. Add the following note to the plans: New residential buildings shall have internally illuminated address numbers contrasting with the background so as to be seen from the public way fronting the building. Residential address numbers shall be at least six feet above the finished surface of the driveway. Where buildings are located remotely to the public roadway, additional signage at the driveway/ roadway entrance leading to the building and/or on each individual building shall be required by the Coastside Protection Fire District. This remote signage shall consist of a 6-inch by 18-inch green reflective metal sign with 3-inch reflective Numbers/Letters similar to Hy-Ko 911 or equivalent.
29. Roof Covering: As per Coastside Fire District Ordinance 2013-03, the roof covering of every new building or structure, and materials applied as part of a roof covering assembly, shall have a minimum fire rating of Class "B" or higher as defined in the current edition of the California Building Code.
30. Vegetation Management: The Coastside Fire Protection District Ordinance 2013-03, the 2013 California Fire Code and Public Resources Code 4291 have the following requirements:

- a. A fuel break of defensible space is required around the perimeter of all structures to a distance of not less than 30 feet and may be required to a distance of 100 feet or to the property line. In SRA (State Responsible Area), the fuel break is 100 feet or to the property line.
 - b. Trees located within the defensible space shall be pruned to remove dead and dying portions, and limbed up 6 to 10 feet above the ground. New trees planted in the defensible space shall be located no closer than 10 feet to adjacent trees when fully grown or at maturity.
 - c. Remove that portion of any existing tree, which extends within 10 feet of the outlet of a chimney or stovepipe or is within 5 feet of any structure.
31. Add the following note to the plans: Remove that portion of any existing trees, which extends within 10 feet of the outlet of a chimney or stovepipe or is within 5 feet of any structure. Remove that portion of any existing trees, which extends within 10 feet of the outlet of a chimney or stovepipe or is within 5 feet of any structure. Maintain any tree adjacent to or overhanging a building free of dead or dying wood.
 32. Add the following note to the plans: The installation of an approved spark arrester is required on all chimneys, existing and new. Spark arresters shall be constructed of woven or welded wire screening of 12-gauge USA Standard Wire having openings not exceeding 1/2-inch.
 33. Fire apparatus roads to be a minimum of 20 feet wide with minimum of 35 feet centerline radius and a vertical clearance of 15 feet. CFC503, D103, T-14 1273.
 34. Show location of fire hydrant on a site plan. A fire hydrant is required within 250 feet of the building and flow a minimum of 1,000 gallons per minute (gpm) at 20 pounds per square inch (psi). This information is to be verified by the water purveyor in a letter initiated by the applicant and sent to San Mateo County Fire/Cal-Fire or Coastside Fire Protection District. If there is not a hydrant within 250 feet with the required flow, one will have to be installed at the applicant's expense.
 35. Automatic Fire Sprinkler System: As per San Mateo County Building Standards and Coastside Fire Protection District Ordinance Number 2013-03, the applicant is required to install an automatic fire sprinkler system throughout the proposed or improved dwelling and garage. All attic access locations will be provided with a pilot head on a metal upright. All areas that are accessible for storage purposes shall be equipped with fire sprinklers including closets and bathrooms. The only exception is small linen closets less than 24 sq. ft. with full depth shelving. The plans for this system must be submitted to the San Mateo County Planning and Building Department. A building permit will not be issued until plans are received, reviewed and approved. Upon submission of plans, the County will forward a complete set to the Coastside Fire Protection District for review.
 36. Installation of underground sprinkler pipe shall be flushed and visually inspected by the Coastside Fire District prior to hook-up to riser. Any soldered fittings must be pressure-tested with trench open.
 37. Exterior bell and interior horn/strobe are required to be wired into the required flow switch on your fire sprinkler system. The bell, horn/strobe and flow switch, along with the garage

door opener are to be wired into a separate circuit breaker at the main electrical panel and labeled.

38. Add note to the title page that the building will be protected by an automatic fire sprinkler system.
39. All fire conditions and requirements must be incorporated into the applicant's building plans prior to building permit issuance. It is the applicant's responsibility to notify their contractor, architect and engineer of these requirements.

Department of Public Works

40. Prior to the issuance of the building permit, the applicant shall have prepared, by a registered civil engineer, a drainage analysis of the proposed project and submit it to the Department of Public Works for review and approval. The drainage analysis shall consist of a written narrative and a plan. The flow of the stormwater onto, over, and off of the property shall be detailed on the plan and shall include adjacent lands as appropriate to clearly depict the pattern of flow. The analysis shall detail the measures necessary to certify adequate drainage. Post-development flows and velocities shall not exceed those that existed in the pre-developed state. Recommended measures shall be designed and included in the improvement plans and submitted to the Department of Public Works for review and approval.
41. Prior to the issuance of the Building Permit, the applicant shall submit a driveway "Plan and Profile," to the Department of Public Works, showing the driveway access to the parcel (garage slab) complying with County Standards for driveway slopes (not to exceed 20%) and to County Standards for driveways (at the property line) being the same elevation as the center of the access roadway. When appropriate, as determined by the Department of Public Works, this plan and profile shall be prepared from elevations and alignment shown on the roadway improvement plans. The driveway plan shall also include and show specific provisions and details for both the existing and the proposed drainage patterns and drainage facilities.
42. No proposed construction work within the County right-of-way shall begin until County requirements for the issuance of an encroachment permit, including review of the plans, have been met and an encroachment permit issued. Applicant shall contact a Department of Public Works Inspector 48 hours prior to commencing work in the right-of-way.
43. Prior to the issuance of the building permit, the applicant will be required to provide payment of "roadway mitigation fees" based on the square footage (assessable space) of the proposed building per Ordinance No. 3277.
44. Have the surveyor file a corner record to check conformity with existing records.
45. Show location of sewer lateral.
46. Note on plans the maintenance responsibilities of the property owner.

47. Provide drainage calculations for swales along both sides of the house. Slopes are steep and the concentration of water may require additional measures to minimize long term erosion problems.
48. Do not stockpile material in the County right-of-way. Relocate to the adjacent site if possible.
49. Do not block the existing swales in the roadway.
50. Add County details for trench backfill.

CML:aow – CMLBB0464_WAU.DOCX

Revised Supplemental Statement

Regarding the attempts to purchase the adjacent parcel 047-275-070

Due to the delay in responding to my request for what criteria is being used to determine a variance finding; if there was an attempt to purchase the vacant land next to my parcel at "fair market price". I am submitting a supplemental statement about why I think it is clear that a "fair market" price was offered, and that I went above and beyond what should be required in contacting land owners.

In my original statement, I made the error that the Board may be making in trying to use a general "per sq. ft." price estimate to determine to "value" of less than 3,000 sq. ft. It is my belief that criteria for an approximately 2,975 sq. ft. piece of property in El Granada are specific and this does not apply. The following facts must be the baseline of any estimation of the value of a parcel less than 3,000 sq. ft. When these considerations are attached to such a parcel, it does not sell for more than \$70K and therefore \$70K has to be considered above fair market.

As the Board is likely aware, development of a parcel that size is complicated and requires several discretionary approvals.

- 1) The parcel must be legalized with a Certificate of Compliance.
- 2) Parcels less than 3,500 square feet require a Use Permit approval
- 3) Parcels less than 3,500 square feet require a Coastal Development Permit which is subject to appeal by the Coastal Commission
- 4) Parcels less than 3,200 square feet require s sewer variance and are restricted to 2 bedrooms
- 5) Parcels less than 3,200 square feet require are restricted by the Granada Sanitary District to 2 bedrooms
- 6) The S-17 zoning has lower lot floor area ratio for parcels less than 4,850 sq. ft.
- 7) The maximum development is a 1,200 sq. ft. residence with a one car garage (200 sq. ft.)
- 8) The Coastside Design Review Committee must recommend approval of the project.

In my case, the fact that the Abells ignored contact attempts for over a year, should be adequate to make the finding... Full Stop. I have not been able to find any time limits that are required by the Sanitary District for waiting out owners before being able to proceed with development one's land. However, in anticipation of pushback to this self-determination by the Planning Commission, Coastal Commission, and the District, I contacted the Abells another time.

The Abell's initial "offer" price of \$295K for 2,975 sq. ft. of land is absolutely absurd when all the aforementioned factors are reasonable considered. It even exceeds my initial flawed "per sq. ft." analysis. In addition, the presumption that their land held additional value as part of larger parcel when joined with mine was lost after time of more than a year passed and I pursued development of my parcel, and had invested over \$100K.

Everyone should remember that the Abells are only selling 2,975 sq. ft. of land, subject to all the aforementioned constraints. That is all that the Board should be considering in arriving at the magical "market price".

As I have documented my parcel was initially listed at \$80K and four years later it sold for \$55K. If anything, \$55K is market price. I have yet to find a piece of land less than 3,000 sq. ft. that has sold for more than \$70K. (See attached an ad for a 2,500 sq. ft. piece of land for sale now for \$62K). If the Board has proof to the contrary I would request that it be provided so I can compare it against the constraints listed above.

After I was told the sales price of \$295K and provided that information to the District, I was told by Delia Comito at the Granada Sanitary District that this exchange was insufficient to make the finding and that I needed to show that I made an offer not just rejected a ridiculous one.

In 2016, nearly two years after my initial contact with the Abells and after significant investment of time and resources to develop my parcel I offered \$70K for the piece of land adjacent to mine. The counter offer to this price as \$270K. I declined and proceeded with the development approvals I require to build my house.

Subsequent to my efforts to buy the Abell's property at a fair price, I became aware that prior to putting my parcel on the market, Juliette Kulda, a coastal realtor with Keller Williams, approached the Abells to attempt to sell the two parcels together. The Abells were not cooperative in either offering to sell their land to the previous owner of my land or coordinating a joint sale of the two parcels to a third party. (Documentation email of these exchanges were submitted previously but are attached again.)

My parcel, the subject parcel did not sell at the \$80K price point. Four years later, the price was dropped to \$60K. At this price, I was the only person to make an offer. I purchased the land at \$55K. The \$70K offer was 31% more than the price the market accepted on a very similar piece of land, my sale price. It was a thoughtful and fair price which would allow the Abells to nearly triple their investment in the property.

I may be mistaken, but I feel this process has become contentious due to no clear criteria from the Board as to what "market value " is and/or a misapplication of sales prices of other, non-similar pieces of property to the Abell's property. Even I was misguided, as my initial statement erroneously applied a flawed metric to value to the land.

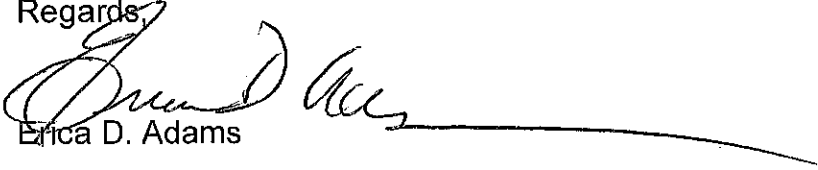
The adjacent parcel is nearly identical to mine, except its ocean view is obstructed. Its value has to be judged on what it offers as a stand alone parcel with all the aforementioned approvals and conditions limiting development when determining price. It

is a mistake and unfair to try to use the fact that I own the adjacent land to drive up the "market price" of someone else's land.

In conclusion, I believe that if the Board were to deny my variance application based on an opinion that I did not offer enough money to the Abells, the Board will not only be wrong but would be guilty of actually driving the market place. The Board will not be allowing the market to operate freely, by trying to necessitate the purchasing parcel and you will be distorting the price of it to the number it has arrived at as "market price" or to possible to zero. The Board has already impacted the market on non-conforming parcels by limiting the number of bedrooms. This would be a second case of the Board driving market prices.

I offered the Abells what I now see as an indisputably fair price for their property which they declined. I have submitted supporting documentation of this to the Board and I request that you use this statement to make the finding that 1) good faith efforts were made to contact the Abells, and 2) that even after what I believe was the passage of an adequate time to allow for response and reasonable to pursue development had passed, that a fair market price was offered for the adjacent parcel.

Regards,



Erica D. Adams

Owner APN: 047-275-060

Search for land (e.g. "5 Acres in Missoula County, Montana")

SEARCH

ADVANCED SEARCH BY MAP

CALIFORNIA ACREAGE FOR AS LOW AS \$2,500 CLICK HERE

Land and Rural Retreats » Half Moon Bay, San Mateo County, CA Land For Sale - 2500 sq. ft.

Return to Results

ABOUT JAVIER PRODIZ

SAVE PROPERTY EMAIL TO A FRIEND Share Listing

Javier Prodiz

PRODIZGROUP.com Founded by Javier Prodiz, a former California Real Estate Agent with over 16 years experience. We will help you find investment or recreation property, land for sale, hunting land,...

Email Javier Prodiz Click for phone number

VIEW MORE OF JAVIER PRODIZ'S PROPERTIES



.15 Acres Pena De Bernal, QUE, Mexico \$100,000 and up

EL CAMINO DE LA LUZ Peña de Bernal Queretaro Mexico The Camino de la Luz is a project that consists of residential lots, ecological...



.37 Acres Todos Santos, BCS, Mexico \$84,000 EACH

3 Residential Beach Front Private Development Todos Santos - LA PAZ Baja California Sur Mexico This Lands are in a beach front private...



.39 Acres Todos Santos, BCS, Mexico \$88,000 EACH

6 Parcels Beach Front Private Development Todos Santos - LA PAZ Baja California Sur Mexico This Lands are in a beach front private...

View more

RECENTLY VIEWED



El Grande, San Mateo County, San Francisco Bay Area, CA \$404,000

REACH MORE BUYERS GET MORE LEADS SELL MORE LAND. LANDWATCH



"Charm and natural beauty." Half Moon Bay, CA. San Mateo COUNTY

This property is in Half Moon Bay Is a coastal city in San Mateo County, California, United States. Its population was 11,324 as of the 2010 census.

... more

Email Javier Prodiz Click for phone number Visit website View all of Javier Prodiz's properties

PHOTOS

Property type: Land Parcel Size: 2500 sq. ft. Price: \$62,000 OR BEST OFFER MLS or other ID: 048-036-040 San Mateo

Check your free credit score icons for various services.

Agent: Javier Prodiz Email Javier Prodiz Click for phone number Visit website

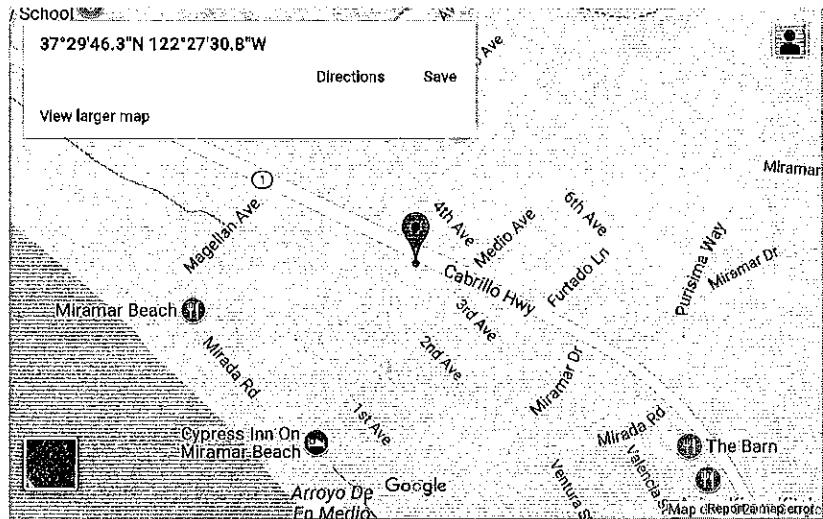
Get More Information

Name* Email* Phone* Country* (United States) Comments / Questions Retype here*

Sign me up for the LandWatch newsletter.

SEND

2017 TANDER CATERING OFFERING AND VENUE



PROPERTY FEATURES

Activities

- Beach
- Biking
- Boating
- Canoeing/Kayaking
- Family
- Fishing
- Hiking
- RVing

Adjacent Owner

Adjacent Owner: Private

Utilities

- Water: None
- Electricity: Available
- Natural Gas: Available
- Services (Utilities): Satellite, Telephone
- Waste: None

Views

Territorial
Valley

Terrain

Terrain: Level

Property

- City: Half Moon Bay
- Land Type: Commercial
- Road Frontage: County
- Road Surface: Blacktop/Asphalt
- Trees: None

Agent/Broker Information

Website URL: [Click here](#)

Property Information

Sale Type: Fixed Price

ABOUT JAVIER PRODIZ

Javier Prodiz

PRODIZGROUP.com Founded by Javier Prodiz; a former California Real Estate Agent with over 16 years experience. We will help you find investment or recreation property, land for sale, hunting land, farms, ranches for sale, waterfront properties, smaller homesites, properties well-suited for recreational purposes and everything in between. At PRODIZ GROUP our mission is simple: to provide... [more](#)

[Email Javier Prodiz](#)

[Click for phone number](#)

[Visit website](#)

[View all of Javier Prodiz's properties](#)

[Email me when Javier Prodiz adds properties](#)

Explore California

California's diverse geography ranges from hundreds of miles of Pacific coastline and sandy beaches to the snowy Sierra Nevada mountains to the east. The Sierra Nevada contains Yosemite Valley, Lake Tahoe and the Giant Sequoia trees in Sequoia National Park. There are arid deserts, including the lowest and hottest place... [more](#)

[...less](#)

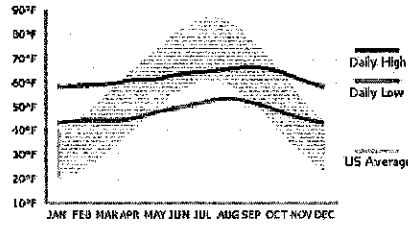
Mount Shasta



Credits

HISTORICAL WEATHER

Average Temperature



Contact Javier Prodiz

- Email Javier Prodiz
- Click for phone number
- Visit website

Information is believed to be accurate, but buyers are advised to verify all items. Last updated: 11/17/2017

Home Contact Us Add Listings Advertise Sales Team Help Subscribe to Email Privacy Policy Terms & Conditions

Video: [Become a Premium Agent](#) Agents: [Understand Your Performance Dashboard](#)

Agents: [Need Help Loading Listings?](#) Buyers and Sellers: [Find a Land Specialist](#)

LandWatch is an online leader in rural properties and land for sale, including hunting land, timberland, farms for sale, ranches for sale, development sites and homesites for vacation, recreation, or investment purposes. © 2017 CoStar Realty Information, Inc. All Rights Reserved.

Connect with us on Facebook, Twitter, LinkedIn

- | | | | | |
|---|---|---|--|---|
| Alabama Land for Sale | Hawaii Land for Sale | Massachusetts Land for Sale | New Mexico Land for Sale | South Dakota Land for Sale |
| Alaska Land for Sale | Idaho Land for Sale | Michigan Land for Sale | New York Land for Sale | Tennessee Land for Sale |
| Arizona Land for Sale | Illinois Land for Sale | Minnesota Land for Sale | North Carolina Land for Sale | Texas Land for Sale |
| Arkansas Land for Sale | Indiana Land for Sale | Mississippi Land for Sale | North Dakota Land for Sale | Utah Land for Sale |
| California Land for Sale | Iowa Land for Sale | Missouri Land for Sale | Ohio Land for Sale | Vermont Land for Sale |
| Colorado Land for Sale | Kansas Land for Sale | Montana Land for Sale | Oklahoma Land for Sale | Virginia Land for Sale |
| Connecticut Land for Sale | Kentucky Land for Sale | Nebraska Land for Sale | Oregon Land for Sale | Washington Land for Sale |
| Delaware Land for Sale | Louisiana Land for Sale | Nevada Land for Sale | Pennsylvania Land for Sale | West Virginia Land for Sale |
| Florida Land for Sale | Maine Land for Sale | New Hampshire Land for Sale | Rhode Island Land for Sale | Wisconsin Land for Sale |
| Georgia Land for Sale | Maryland Land for Sale | New Jersey Land for Sale | South Carolina Land for Sale | Wyoming Land for Sale |

Disclaimer: Although LandWatch.com has endeavored, and is continuing to endeavor, to provide you with certain information and/or documentation that you have requested or that it considers relevant for the purpose of your investigation, you understand that neither LandWatch.com nor the Seller makes any representations or warranties whatsoever with respect to the accuracy, reliability or completeness of any information, reports, tests, or other documentation forwarded to you whether directly or indirectly by LandWatch.com, by the Seller or otherwise by anyone on behalf of the Seller. The only representations or warranties made or authorized by the Seller will be those set forth in a fully executed purchase and sale agreement, if the parties enter into such an agreement. To the extent applicable, obtain the Property Report required by Federal law and read it before signing anything. No Federal agency has adjudged the merits or value, if any, of any of the properties listed on this site.

Subject: FW: Vacant Lot In El Granada
From: Paula Starr Sherrin (psherrin@ca.rr.com)
To: edaplanner@yahoo.com;
Date: Sunday, August 13, 2017 3:11 PM

Dear Ms. Adams,

We're glad to hear that you will be able to build on the property. We've purchased a retirement home in Portland, OR and are almost finished remodeling.

We are forwarding this email because it is all we have left of correspondence on the property. If you scroll down, I do indicate that we had tried to convince Mr. Abell to sell our parcels together, and we had also offered to purchase his parcel, but he had wanted too much for it. I don't recall exact amounts, but he wanted considerably more for his parcel than we were asking. He was quite contrary and stopped returning calls.

We're sorry we can't give you more details, but we recently shredded all our old paperwork.

Regards,

Dan and Paula Sherrin

From: Juliette Kulda [mailto:juliette@kuldagroup.com]
Sent: Thursday, March 13, 2014 7:03 PM
To: Paula Sherrin <psherrin@ca.rr.com>
Subject: RE: Vacant Lot in El Granada

Paula,


When you mentioned the neighbor for some reason I imaged the house nearby using it as a side yard.

I will work on getting the contact number for the lot owners next door because I know that question will come up.

Would you like me to start the listing paperwork? If so would you like to sign electronically via email or do you have any trips planned here?

Thanks,

Juliette



Juliette Kulda
Keller Williams Peninsula Estates
1430 Howard Ave | Burlingame, CA 94010
650.560.8663 | Fax: 650.627.3701
juliette@KuldaGroup.com | www.KuldaGroup.com
BRG Lic# 01372531

JK
JULIETTE KULDA

www.KuldaGroup.com | My Mobile URL: <http://app.kw.com/KW2O5PINW>

From: Paula Sherrin [<mailto:psherrin@ca.rr.com>]
Sent: Wednesday, March 12, 2014 7:33 PM
To: Juliette Kulda
Subject: RE: Vacant Lot In El Granada

Juliette,

As I mentioned, I asked Bill to approach the owner of the lot next to mine in 2011, and he was not interested in selling at that time. His last name is Abell. I think it would be worthwhile to approach him again. I definitely want to sell because I no longer wish to build there. Perhaps I wasn't clear with Bill that I wanted to sell. This lot was purchased by my grandparents, but I'm not feeling sentimental about it at all.

If the lot has not been listed for sale in the past, I wish to do so now. Let's start at the asking price you suggested, \$80K, and see what develops. Thanks so much for getting back to me.

Paula Sherrin

From: Juliette Kulda [<mailto:juliette@kuldagroup.com>]
Sent: Wednesday, March 12, 2014 2:16 PM
To: PSherrin@CA.RR.com
Subject: Vacant Lot In El Granada

Paula,

As follow up to your recent conversation regarding your lot, I have attached the county records on it. I know this street well because I sold the house to your left a couple years ago. What great views! As you know, it's very steep and will require to be joined to the neighboring lot in order to build. Have you ever approached the vacant lot owner next door?

Assuming you do NOT have a CCWD water connection that runs with this lot, I would suggest listing it around \$80,000.

Please let me know your thoughts.

Thanks, Juliette



www.KuldaGroup.com | My Mobile URL: <http://app.kw.com/KW2O5PINW>

No virus found in this message.
Checked by AVG - www.avg.com
Version: 2013.0.3462 / Virus Database: 3722/7187 - Release Date: 03/12/14

Attachments

- image004.png (52.79KB)

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

My reading of the ordinance above is that purchase of land, which complies with this finding, should be such that the parcel is “rendered conforming”, not *more* conforming. The actual text of the ordinance is consistent with the Coastal Commission and San Mateo County’s approaches to encourage mergers not lot line adjustments before allowing development on non-conforming parcels.

Due to my understanding of the printed words of the ordinance, I initially did not pursue purchasing square footage of land which would not significantly change my parcel’s non-conforming status, nor change the need for a variance from the District. Only the adjacent parcel, owned by the Abells would allow my parcel to reach the 5,000 sq. ft. parcel size in the S-17 Zoning District, and this was the only parcel I pursued prior to last week.

I was notified by the Board on December 5, 2017 that their interpretation of the ordinance inserts the word “more” between rendered and conforming, and that I need to have tried to purchase land from the developed parcel to the west and a soon to be developed vacant parcel to the east at fair market value.

The parcel to the west consists of three original subdivision lots, and is developed. In the area near rear portion of my property, the rear deck of the house abuts the required 20-foot rear setback. Reduction of the property in this area would render development non-conforming and would not be allowed. The undeveloped portions of the parcel which would be possible for the owners to relinquish are not contiguous to my parcel. Building plans and an aerial which support this statement are provided.

The property owner to the east has designed and submitted to the County of San Mateo a proposal which utilizes their entire square footage for their proposed residence. Their submitted plans have a lot coverage of 34.8% where 35% is the allowed limit. The cover sheet of the submitted project is attached.

Despite the facts about the adjacent properties, to comply with the Board’s variance process and interpretation of the ordinance, letters seeking to purchase square footage from adjacent parcels at a “fair market” price were sent to property owners as soon as possible. The letters are attached.

It is important for me to state that the process and costs required to obtain small pieces of land from adjacent parcels when there is no measurable improvement to the parcel’s non-conformity, intrinsically makes the purchase of the land not fair market value. In the abstract, the most I could achieve from the adjacent parcels is about 700 square feet. At my “fair market price” that would be \$14,000. That cost does not include escrow costs,

securing a survey of the parcels(s), paying a surveyor to draw new parcels and write legal descriptions, the lot line adjustment application, recording the new parcels, and other unknown costs. These costs could be or exceed \$7,500 and \$10,000. The additional land would be sold at, but for me not acquired at, "fair market", and a variance from the District would still be required.

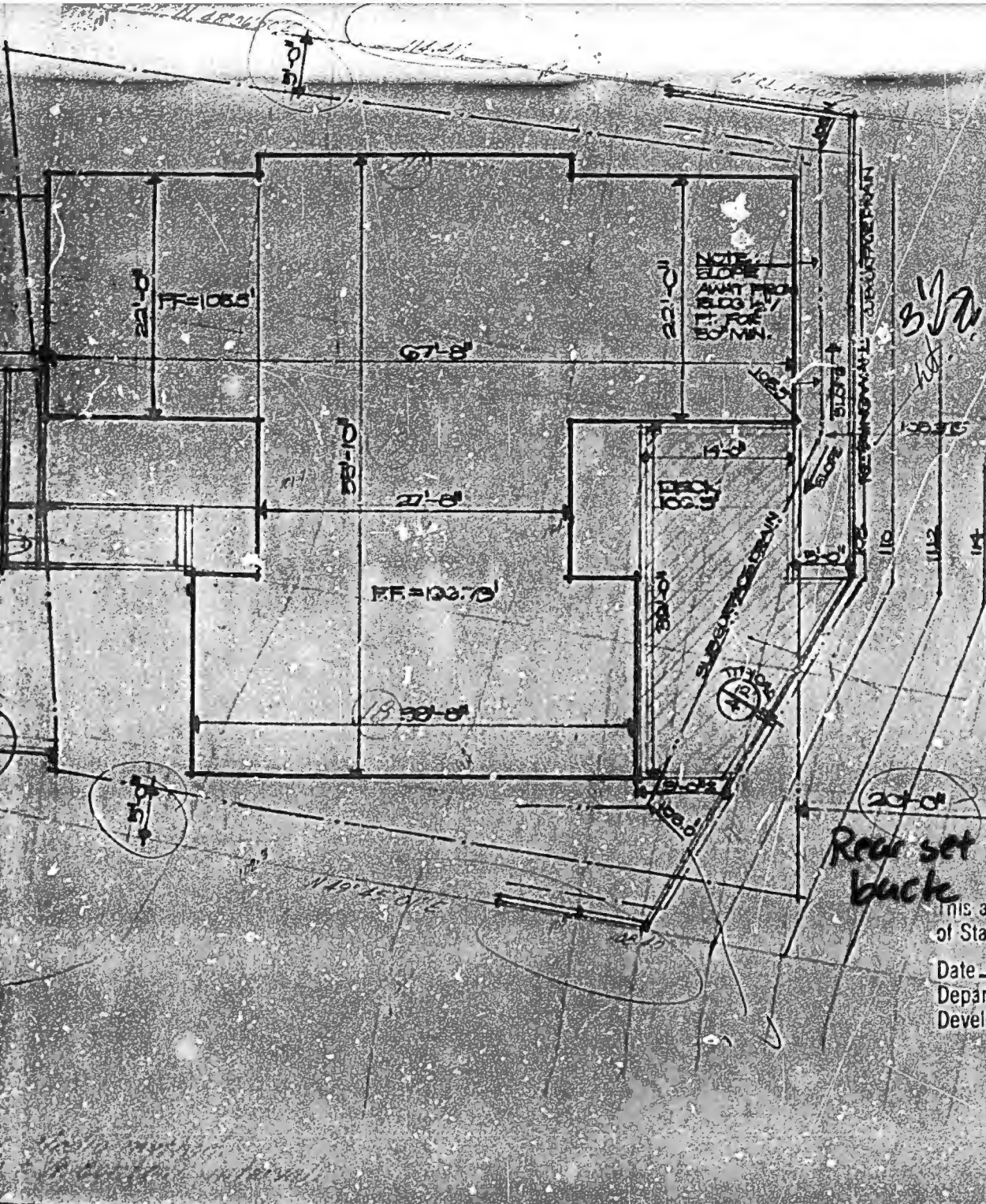
Nevertheless, letters were sent to the property owners and no indication that they are willing to sell has been received. I believe I have met the Board's additional process requirement and met this finding.

My application for a 3-bedroom house was submitted to the District in November 2016. My 3-bedroom project was subsequently routed to the District by San Mateo County for comment in February. The change in the variance process to include the two-bedroom rule was discussed by the Board as early as August of 2016, had a first reading in February 2017, and was adopted in March 2017. No comment about the number of bedrooms was provided before or after submission nor when the District commented to the County on the project.

I became aware of the District's new 2-bedroom rule serendipitously, on my own, in the summer of 2017 by reading prior agendas. In July 2017 I attended a District hearing to express concern and discontent about what I perceived as disingenuous noticing regarding the rule change. The July meeting was a month before my Planning Commission hearing for final approval by San Mateo County Planning and Building Department. In August, I asked the District "If 59.68% of parcel size would be rounded up and considered to meet 60% rule?" to which I did not get definitive response until December 5, 2017.

In September 2017, when I submitted confirmation of a Certificate of Compliance and Coastal Development Permit to the Board, I revised my house's floor plan to make one bedroom an office, and the project now has only 2-bedrooms. As no property owners are interested in selling property I will proceed with a project that complies with the new rule.





PROPERTY LINE

Rear set back

APPROVED PLAN

This approval does not authorize violations of State or County building laws.

Date MAY 16 1982 By _____
 Department of Environmental Management
 Development Review Center
 COUNTY OF SAN MATEO

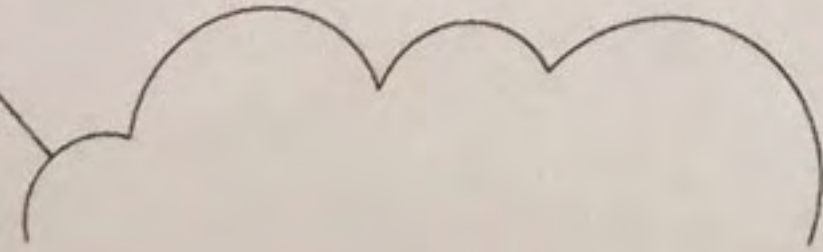
ASSESSOR'S PARCELS
 047/275/220
 047/275/230
 047/275/240
 Michael Woldemar
 & Associates, Incorporated
 Architecture & Planning
 12226 San Pablo Avenue
 Richmond, California 94605
 415 232-1232

Michael Woldemar

SEPTEMBER 24, 1981

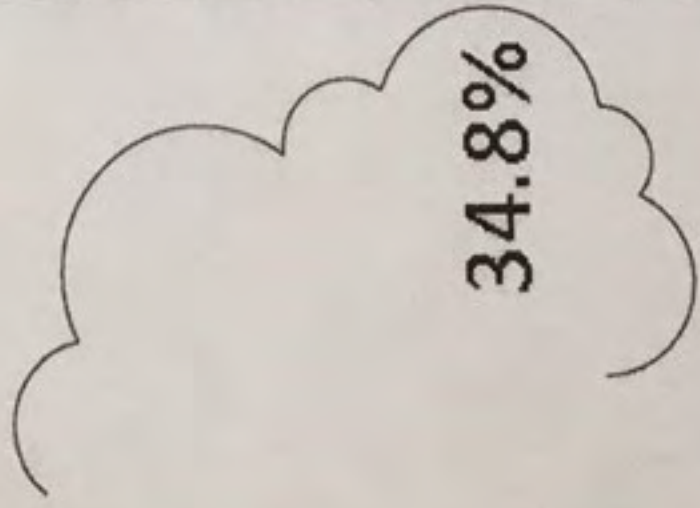
SF
SF
SF
SF
SF
SF
SF
SF

2



SF
SF

34.8%



**RESIDENTIAL
DESIGN SOLUTIONS**

406 LA JOLLA STREET
SAN MATEO, CA 94403

(650) 218-8161

CHRISRUFFAT@YAHOO.COM

BUSINESS LIC # 48803
RECEIVED

DEC 04 2017

San Mateo County
Planning and Building Department

PN 2017-00296

**ABOLMOLUKI
RESIDENCE**

**APN 047-275-050
COLUMBUS ST.
EL GRANADA, CA.**

47-27

EL GRANADA
HIGHLANDS
SUB NO. 5

19

DESCRIPTION

DATE

BY

PLANNING DATA

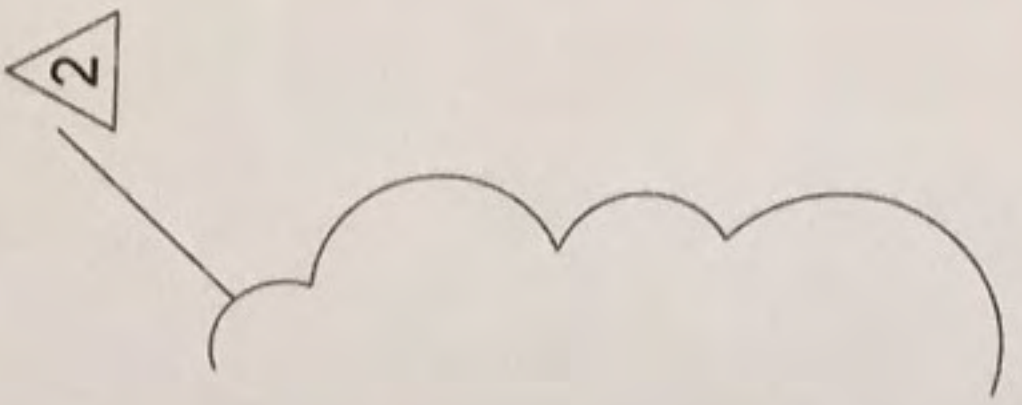
GROSS LOT AREA = 6026 SF
 ZONING-S-17 COMBING DISTRICT(MID COAST)
 ALLOWABLE FLOOR AREA = 3193.78 SF

PROPOSED FLOOR AREAS

MAIN LEVEL
 LOWER LEVEL
 LIVING SUBTOTAL
 FRONT PORCH
 GARAGE
 TOTAL

1086 SF
 1275 SF
 2361 SF
 25 SF
 437 SF
 2823 SF

+
 =
 +
 +
 =

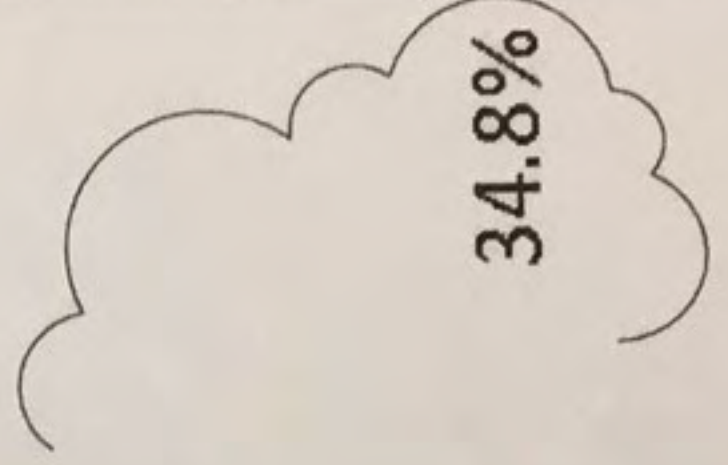


FLOOR AREA RATIO = 46.85%

SETBACKS

FRONT = 20'
 SIDES COMBINED TOTAL OF 15' = 5' MIN.
 REAR = 20'

PARCEL COVERAGE 35% MAX.
 PROPOSED COVERAGE = 2109.1 SF
 HEIGHT LIMIT = 2098 SF
 = 28'



LOCATION MAP

December 8, 2017

Erica Adams
1181 Kedith St.
Belmont, CA 94002

Edward and Alice Stanley
PO Box 1296
El Granada, CA 94018-1296

Dear Mr. and Mrs. Stanley,

My name is Erica Adams. I own a 2,984 sq. ft. vacant parcel on Columbus St. (adjacent to yours) and will be building a residence in the not too distant future. I have one last approval to receive, a sewer variance from El Granada Sanitary District. I was informed by the District on December 6th that I need to approach owners of adjoining parcels to see if they are willing to sell any land in excess of that need to keep their parcel and/or existing development conforming, even if the additional area will not make my parcel conform to the 5,000 sq. ft. parcel size set by the S-17 zoning district.

I paid \$18.43/sq. ft. for my parcel, and I am willing to pay \$20/sq. ft. for any land you are willing to sell. In addition, I would pay for the required lot line adjustment fees. Please contact me if there is any interest in selling.

I can be reached at (213) 713-5789.

Thank you for your time and consideration.

I look forward to being neighbors.

Regards,


Erica D. Adams

December 8, 2017

Erica Adams
1181 Kedith St.
Belmont, CA 94002

Bahram Abolmoluki
3312 Melendy Dr.
San Carlos, CA 94070

Dear Mr. Abolmoluki,

My name is Erica Adams. I own a 2,984 sq. ft. vacant parcel on Columbus St. (adjacent to yours) and will be building a residence in the not too distant future. I have one last approval to receive, a sewer variance from El Granada Sanitary District. I was informed by the District on December 6th that I need to approach owners of adjoining parcels to see if they are willing to sell any land in excess of that need to keep their parcel and/or existing development conforming, even if the additional area will not make my parcel conform to the 5,000 sq. ft. parcel size set by the S-17 zoning district.

I paid \$18.43/sq. ft. for my parcel, and I am willing to pay \$20/sq. ft. for any land you are willing to sell. In addition, I would pay for the required lot line adjustment fees. Please contact me if there is any interest in selling.

I can be reached at (213) 713-5789.

Thank you for your time and consideration.

I look forward to being neighbors.

Regards,


Erica D. Adams

GRANADA SANITARY DISTRICT

OF SAN MATEO COUNTY

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

VARIANCE APPLICATION

Parcel Information: Assessor's Parcel Number: 047 275,060 Lot(s): 35 Block: 20
Parcel Address or Location: Columbus Street

Owner: Name(s) ERICA D. ADAMS Phone: 415 713-5789
Address: 1181 Kedith St. Fax #: _____
Belmont, CA 94002 Cell #: work 650 363-182

Owner's Agent: Name(s) _____ Phone: _____
Address: N/A Fax #: _____
Cell #: _____

Contractor: Name(s) ? Phone: _____
Address: _____ Fax #: _____
Cell #: _____

Parcel Sq. Footage: 2,984 ^{Per survey} Zoning District: R-1/S-17 Structure(s) Sq. Footage: 1432
(Total)

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

Are there any trees on the parcel (Yes/No)? Yes If yes, how many?: 3 # to be Removed: 3

Additional Comments: Monterey Pines - 36", 18", 18"

For Single Family Dwellings Only:

Dwelling Sq. Ft.: 1,196 Garage: 236 No. of Bedrooms: 3 No. of Baths: 2.5

For Mixed Use Only:

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


Applicants Signature: Erica D Adams Date: 11/7/2016*

Printed Name: ERICA D. ADAMS Address: 1181 Kedith St., Belmont CA 94002

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

Attachments Provided:		DATE RECEIVED: _____	
<input checked="" type="checkbox"/> Grant Deed	<input checked="" type="checkbox"/> Sq. Ft. Verified	<input type="checkbox"/> Contig Owner Info	<input type="checkbox"/> Agent Form
<input checked="" type="checkbox"/> Chain of Title	<input type="checkbox"/> Contig Vac Parcel Setbk	<input checked="" type="checkbox"/> No Acptc Stmt	<input type="checkbox"/> Other: _____
<input checked="" type="checkbox"/> Building Plans	<input type="checkbox"/> Contig Fair Mkt Doc	<input type="checkbox"/> Merger Docs	Complete?: YES NO
No. of NCA's: <u>1</u>	No. Needed: <u>1</u>	NCA Pur App Needed?: YES <input type="radio"/> NO <input checked="" type="radio"/>	Application Fee: \$ <u>750.00</u>

* Not complete until App. Fee rec'd. (see email) 10/14/17
10/5/17 - Rec'd COC.

<p>Recorded at the Request of, and When Recorded Return to: Pete Bentley, Project Planner Planning and Building Department 455 County Center, 2nd Floor Mail Drop PLN122 Redwood City, CA 94063</p>	<p>For Clerk Use Only</p> <p>OCT 05 2017</p> <p>Rec'd By: <u> </u></p> <p>2017-087886 CONF</p> <p>9:06 am 10/05/17 CC Fee: 27.00 Count of pages 5 Recorded in Official Records County of San Mateo Mark Church Assessor-County Clerk-Recorder</p>  <p>* \$ R 0 0 0 2 4 6 2 3 6 6 \$ *</p>
---	---

County of San Mateo
Planning and Building Department

CERTIFICATE OF COMPLIANCE

Pursuant to Government Code Section 66499.35(b)

Planning File No. PLN 2017-00002

The County of San Mateo has received a request from Erica D. Adams, 1181 Kedith Street, Belmont, California, 94002, to determine if real property owned by Erica D. Adams, Assessor's Parcel Number 047-275-060, and further described below, complies with the provisions of the California Subdivision Map Act and the San Mateo County Subdivision Ordinance.

Property Descriptions

All that certain property located in the unincorporated area of San Mateo County, State of California, and being more particularly described as follows:

Lot 35, Block 20, as designated on the map entitled "Plat of Sub Division No.1 of Granada San Mateo County, California", which map was filed in the Office of the Recorder of the County of San Mateo, State of California on November 18, 1901, in Book 5 of Maps at Page 43.

A plat showing the above described parcel is attached hereto and made a part of this document.

This parcel (APN 047-275-060) was first conveyed, as a single parcel separately from surrounding parcels, in June 1960. Since this occurred after July 15, 1945, the effective date of the County's first Subdivision Ordinance, this transaction requires the parcel to be legalized through the recording of a Certificate of Compliance, Type "B." The subject Certificate of Compliance shall represent APN 047-275-060 as one single, legally created parcel.

Certificate of Compliance

Erica Adams (APN 047-275-060)

Page 2

This is to certify that the real property described above complies with the State of California Subdivision Map Act and the San Mateo County Subdivision Ordinance.

NOTICE: This document certifies compliance with the State of California Subdivision Map Act and the San Mateo County Subdivision Regulations only. Any development on, or use of, the property described herein is subject to the San Mateo County General Plan, Zoning Regulations, building regulations, and other County regulations affecting use and development of the property. Further, this Certificate of Compliance shall in no way affect the requirements of any other federal, State or local agency that regulates development or use of real property.



Steve Monowitz
Community Development Director
County of San Mateo

10/5/2017

Date

SAM:PSB:aow - PSBBB0579_WAN.DOCX

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

State of California)
County of San Mateo)

On October 5, 2017, before me, Janneth Lujan, a Notary Public, personally appeared STEVE MONOWITZ, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

Janneth Lujan



47-27

EL GRANADA
HIGHLANDS
SUB NO. 5

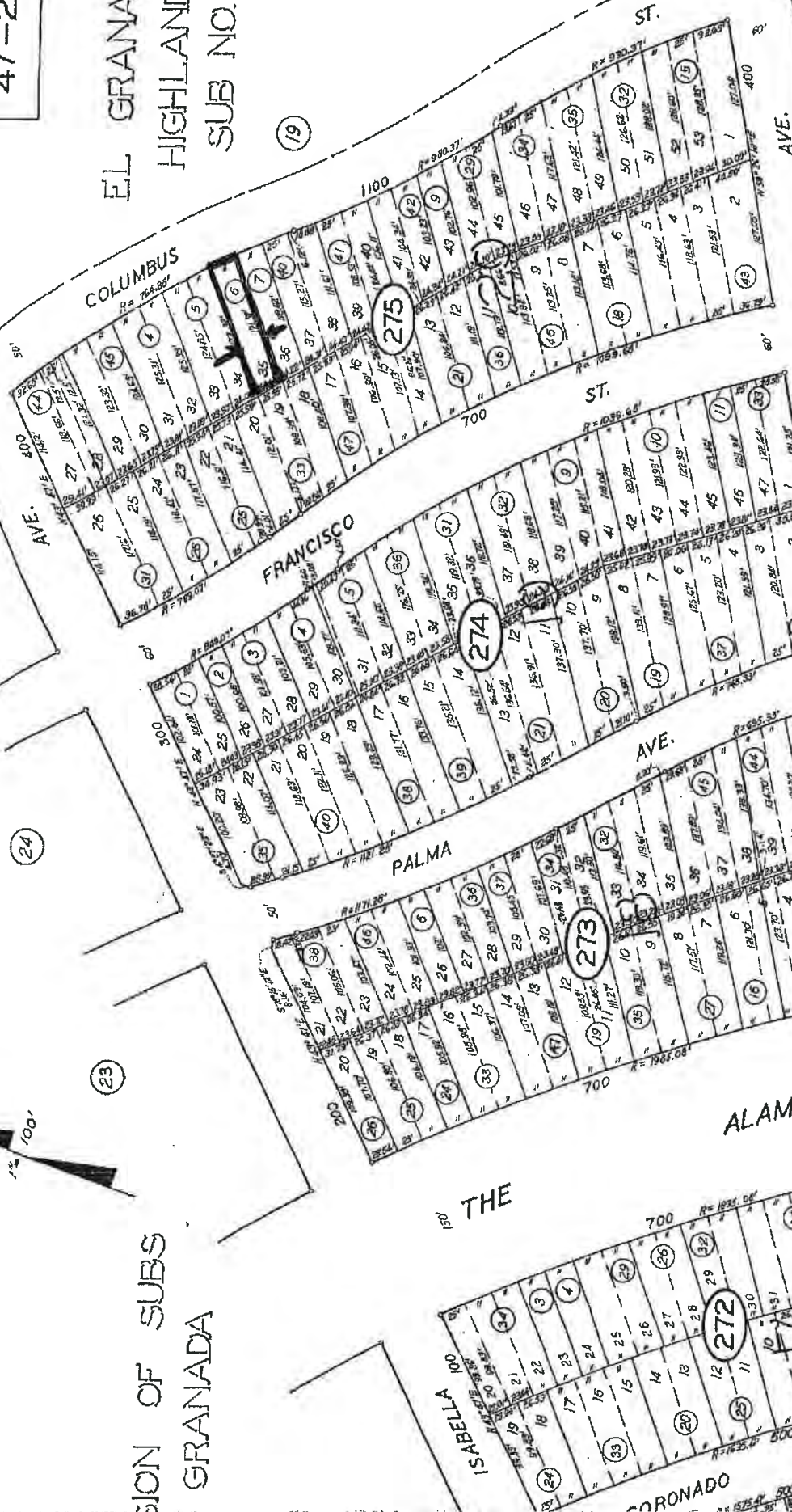
TAX CODE AREA



24

23

ION OF SUBS
GRANADA



19

34

28



PTN. SUBDIVISION NO. 1 OF GRANADA RSM 5/43

CABRILLO

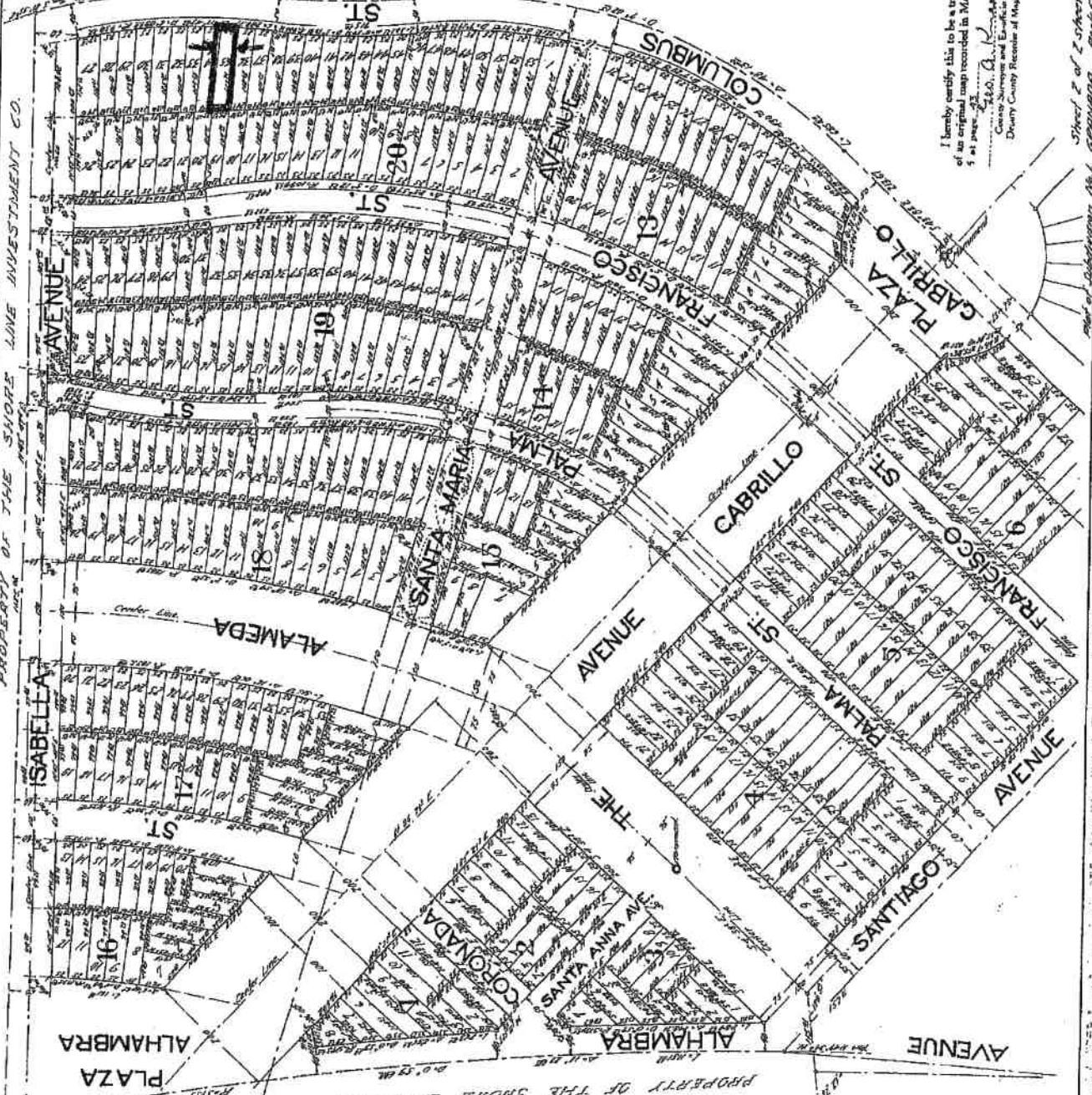
PROPERTY OF THE SHORE LINE INVESTMENT CO.

I hereby certify this to be a true copy of an original map recorded in Map Book 5 at page 43.

Wm. Underhill
County Recorder of Mariposa

Sheet 2 of 2 sheets

see Vol. 20 of Maps P. 12. Result of Plaza



20 August 1907

Notes:
Official block numbers are indicated by large figures, approximately in center of blocks.
Official lot or subdivision numbers are indicated by smaller figures approximately in center of lot.
All dimensions or measurements shown on plat are in feet and decimals thereof.
The right line of all lots in Blocks 13 to 20 inclusive, fronting on Columbus, Coronado, Palma, Plaza Streets, THE ALHAMBRA, CORONADO STREET, and PALAZA ALHAMBRA, except as otherwise noted, are laid out equally from a common center marked by which is the center of the curve defining THE ALHAMBRA CORONADO STREET and PALAZA ALHAMBRA.
All angles shown between curves and straight lines are measured between the straight line and the tangent to the curve at point of intersection.
All angles measured in degrees, minutes, and decimals of minutes.
All curves laid out with 100 foot chord.



State of California
County of San Mateo
Wm. Underhill
County Recorder of San Mateo, State of California.

Relevant facts with regard to APN 047-275-060

The subject parcel is an original subdivision lot and is a legal lot in the County of San Mateo. It is located on a nearly fully developed street in the El Granada community. The topographical characteristics of the parcel are extremely comparable parcels located on the west side of Columbus Street which receive service from the sewer district. New development will be occurring on the parcel to the north in 2018.

The proposed development is proportionally scaled to the parcel size and has been evaluated by the Coastside Design Review Committee and San Mateo County Planning Commission and has been deemed compatible with the community.

Attempts to purchase the adjacent substandard parcel by both the previous owner and myself were deemed unreasonable. (See attached.)

Summary of Property Details

- **APN**047275070
 - **Owner Name**Abell Edward E II & Alexis A
 - **Owner Mailing**Po Box 1553
 - **Owner City**El Granada
 - **Owner State**CA
 - **Owner Zip**94018-1553
 - **Approximately** 2,850 sq. ft.
 - **Legal Descriptions**Lot 36 Block 20 Sub No 1 Of Granada R S M 5/43
 - **Setbacks will be Front/Rear: 20, and sides 3 and 5 feet**
-
- **APN**047275060
 - **Owner Name**Adams Erica D
 - **Owner Mailing**1181 Kedith St
 - **Owner City**Belmont
 - **Owner State**CA
 - **Owner Zip**94002
 - **Approximately** 2,894 sq. ft.
 - **Legal Descriptions**Lot 35 Block 20 Sub No 1 Of Granada R S M 5/43
 - **Setbacks will be Front/Rear: 20, and sides 3 and 5 feet**
-
- **APN**047275050
 - **Owner Name**Abolmoluki Bahram
 - **Second Owner**Abolmoluki Zohreh
 - **Owner Mailing**3312 Melendy Dr.
 - **Owner City**San Carlos
 - **Owner State**CA
 - **Owner Zip**94070
 - **Approximately** 5,875 Sq. ft.
 - **Legal Descriptions**Lots 33 & 34 Block 20 Sub No 1 Of Granada R S M 5/43
 - **Setbacks will be Front/Rear: 20, and sides Combination of 15 feet with 5 being the minimum allowed**

Erica D. Adams
1181 Kedlth Street
Belmont, CA 94002

August 9 2016

Edward Eli & Alexis A. Abell
Po Box 1553
and 620 Francisco St. (return receipt)
El Granada, CA 94018-1553

Hello Mr. and Ms. Abell,

My name is Erica Adams. I have purchased the property next to yours in El Granada, and intend to construct a residence. As part of that process I must verify that I have made reasonable attempts to purchase any undeveloped land near mine which could make my parcel standard size.

This is the third time that I have attempted to contact you regarding sale of your property in El Granada 047-250-070. I have sent certified letters which have been returned, and regular mail letters which have not been returned. However, to date I have had no response from you about selling your property.

From my research, your parcel does not have water rights and would be subject to the same level of additional permitting that mine is. Outside of regular development costs and \$60K for water, the additional development requirements associated with a substandard lot are approximately two years of permit approval and about \$20K in planning fees.

Since more than a year has already passed, the window for you to contact me is approximately one month and ends, September 15, 2016. I would appreciate some type of acknowledgement of my efforts to contact you and/or an opportunity to discuss sale prices.

I look forward to your response.

If you have modified your position on selling your property, I can be reached at 213 713-5789. Or you can send a letter to my address below.

Regards,



Erica D. Adams
1181 Kedlth Street
Belmont, CA 94002

Subject: Sales Offer for 047-275-070

From: edagarden@yahoo.com (edagarden@yahoo.com)

To: ssalet@apr.com;

Date: Wednesday, September 7, 2016 3:00 PM

Tom Salet
Alain Pinel Realty
License#: 01084650

Hello Tom,

I received your certified letter on behalf of the Abells this week. Thank you for calling me back in response to my August 9, 2016 inquiry about purchasing their vacant parcel, which is located next to my undeveloped parcel in El Granada.

As I explained to you, and you confirmed, I had contacted the Abells twice before to inquire about purchasing their property. You indicated today that they were interested in discussing a sale. I indicated that in the year that had passed since the prior contact that due to their initial silence on selling, I have expended a great deal of non-recoverable time and money in anticipation of developing my parcel and that would be a consideration in my offer to the Abells.

When I asked you what they were asking for as a price, you indicated that they were seeking \$295K for a 3,000 square foot parcel. I was astounded, since this price far exceeds market price comparables for a substandard lot such as the one the Abells own. Within the past year full size parcels in El Granada are selling for \$150 to \$300, sometimes with water connections.

Again, thank you for responding to my inquiry. Best of luck with the sale.

Regards,

Erica D. Adams



August 23, 2016

Erica D. Adams
1181 Kedith Street
Belmont, CA 94002

Dear Ms Adams:

We have been contacted by Mr. and Mrs. Edward Abell with regard to your letters inquiring about their residential lot on Columbus Street in El Granada. The Abell's have asked us to contact you to see if you are still interested in purchasing their parcel of land.

Please feel free to reach out to us if you would like to discuss this further. We can be reached either by email (tsalet@apr.com) or telephone (650-245-6326).

If you are no longer interested please let us know that as well so that we can pass this information on to the owners.

Thank you for your time and we look forward to hearing from you.

Sincerely,

Tom & Sharon Salet
Alain Pinel Realtors



Tom Salet
Sharon Salet
REALTORS®
License #70021001

42 N. Cabrillo Highway
Half Moon Bay, CA 94019

Cell 650.245.6326
Direct 650.479.1109
ssalet@apr.com
tsalet@apr.com
apr.com
halfmoonbayhomes.com

Salet



42 N. Cabrillo Highway
Half Moon Bay, CA 94019



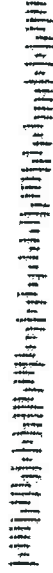
7015 3430 0000 5683 2371

Erica Adams
1181 Kedith St.
Belmont, CA 94002

Erica Adams
1181 Kedith St.
Belmont, CA 94002

NL 8/26

94002-284881



U.S. POSTAGE
PAID
SAN MATEO, CA
94401
AUG 25 16
AMOUNT

\$3.77

R2305H1 90026-07



94002



1000

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL



7014 1200 0001 0058 1093



94018

U.S. POSTAGE
PAID
BELMONT, CA
94002
MAY 15 15
AMOUNT

\$6.49
00024371-04

RETURN RECEIPT
REQUESTED

Mr. and Ms. Abel
Po Box 1553
El Granada, CA, 94018--1553

Handwritten initials and date: NL 6/22 5/16 5/21

NEXT

957 7E 1000

0005/15/15

PROPERTY OWNER STATEMENT
"NO ACCEPTANCE OF FEES"

① I, we ERICA D. ADAMS have submitted a sewer permit Variance Application to the District regarding the Property described as 047-275-060 Vacant Columbus St., (Enter address or, if vacant, enter "Vacant" with the street name, parcel lot number and block number), Assessor's Parcel No(s). 047-275-060, and hereby voluntarily make the following declaration in order to comply with District Ordinance Code section 603c.2(k):

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

Current Property Owner(s):

Signature:
X Erica D Adams

Date:
10/25/17

(NAME PRINTED)

Signature:
X

Date:

(NAME PRINTED)

RECORDING REQUESTED BY:
Chicago Title Company

Escrow Order No.: FLNP-0041500166

When Recorded Mail Document To:

Erica D. Adams
1181 Kedith St.
Belmont CA 94002

2015-072664

County
10:17 am 07/09/15 DE Fee: 21.00
Count of Pages 3 UN
Recorded in Official Records
County of San Mateo
Mark Church
Assessor-County Clerk-Recorder



3p

Property Address: 0 Columbus Street,
Half Moon Bay, CA 94019
APN/Parcel ID(s): 047-275-060

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s)

- This transfer is exempt from the documentary transfer tax.
- The documentary transfer tax is \$60.50 and is computed on:
 - the full value of the interest or property conveyed.
 - the full value less the liens or encumbrances remaining thereon at the time of sale.

The property is located in an Unincorporated area of Half Moon Bay.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Paula Starr Sherrin, surviving joint tenants. *A married woman as Her SOLE AND SEPERATE PROPERTY- WHO ACQUIRED TITLE AS SURVIVING JOINT TENANT.* hereby GRANT(S) to Erica D. Adams *An unmarried woman*

the following described real property in the Unincorporated Area of the County of San Mateo, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: April 6, 2015

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Paula Starr Sherrin
Paula Starr Sherrin

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): 047-275-060

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

State of California

County of CALIFORNIA

On LOS ANGELES before me, ZENELL C. HANLEY, Notary Public,
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Zenell C. Hanley
Signature

(Seal)



EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 047-275-060

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF SAN MATEO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 35, BLOCK 20, AS DESIGNATED ON THE MAP ENTITLED "PLAT OF SUB DIVISION NO. 1 OF GRANADA SAN MATEO COUNTY, CALIFORNIA, WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON NOVEMBER 18, 1901, IN BOOK 5 OF MAPS AT PAGE 43.

JPN 047-027-275-06

CODE AREA

9/5/97

47-27

EL GRANADA HIGHLANDS SUB NO. 5



047-275-060
ADAMS



PTN. SUBDIVISION NO. 1 OF GRANADA RSM 5/43

07-275-060 ADAMS
(VARIANCE)

EASEMENT
LINE



LEGEND

- 22.5' EXISTING ELEVATION
 - 100 - EXISTING CONTOUR LINE
 - ⊖ EXISTING UTILITY POLE
 - ⊗ EXISTING WATER VALVE
 - ⊕ EXISTING FIRE HYDRANT
 - ⊙ EXISTING BENCHMARK
 - ⊙ EXISTING SEWER MANHOLE
 - ||— EXISTING EDGE OF PAVEMENT
 - EXISTING FENCE AS NOTED
 - OH— EXISTING OVERHEAD UTILITY
 - 100.0 FG PROPOSED ELEVATION
 - 100 - PROPOSED CONTOUR LINE
 - DIRECTION OF SURFACE DRAINAGE FLOW
 - ☁ EXISTING TREE
-
- AC ASPHALT
 - AD AREA DRAIN
 - CB CATCH BASIN
 - CO CLEANOUT
 - CONC CONCRETE
 - DI DROP INLET
 - DIAM DIAMETER
 - (E) EXISTING
 - EMB ELECTRIC METER BOX
 - EP EDGE OF PAVEMENT
 - FF FINISHED FLOOR
 - FG FINISHED GRADE
 - FL FLOW LINE
 - FS FINISHED SURFACE
 - GM GAS METER
 - INV INVERT
 - (N) NEW
 - SS SANITARY SEWER
 - TC TOP OF CURB
 - TG TOP OF GRATE
 - WMB WATER METER BOX

GRADING AND SITEWORK SPECIFICATIONS

1. SITE-DISTURBING CONSTRUCTION ACTIVITIES MUST BE RESTRICTED TO THE BOUNDARIES OF THIS SITE. AREAS TO BE GRADED SHALL BE CLEARED OF BRUSH, VEGETATION, LARGE BOULDERS, AND OTHER DELETERIOUS MATERIALS. CLEARED MATERIALS SHALL BE DISPOSED OF BY THE CONTRACTOR TO A DESIGNATED DUMP SITE OR OTHER LOCATION APPROVED BY THE CITY OR COUNTY. TOPSOIL SHALL BE STOCKPILED WITHIN THE CONSTRUCTION PERIMETER AREAS, AS APPROVED BY THE OWNER, FOR RE-USE ON SLOPES AND DISTURBED AREAS. ALL GRADING SHALL BE PERFORMED IN ACCORDANCE WITH CITY OR COUNTY ORDINANCES AND STANDARDS.
2. CONTRACTOR SHALL TAKE ALL SUCH MEASURES NECESSARY TO CONTROL DUST IN CONSTRUCTION AREAS OR ON ACCESS ROADS. SUFFICIENT WATER TRUCKS SHALL BE MADE AVAILABLE FOR DUST CONTROL PURPOSES. ALL EXPOSED SOIL SURFACES SHALL BE MOISTENED AS REQUIRED TO AVOID NUISANCE CONDITIONS AND INCONVENIENCES FOR LOCAL RESIDENTS AND TRAVELERS OF NEARBY ROADWAYS. CONTRACTOR SHALL TAKE ALL SUCH MEASURES NECESSARY TO RETAIN SOIL AND SEDIMENT ON SITE AND TO PREVENT TRACKING OF MUD AND DIRT ONTO PUBLIC ROADWAYS.
3. CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND REPLACEMENT OF ALL IMPROVEMENTS DAMAGED DURING CONSTRUCTION.
4. A SEPARATE ENCROACHMENT PERMIT IS REQUIRED FOR ALL WORK WITHIN THE PUBLIC RIGHT-OF-WAY.

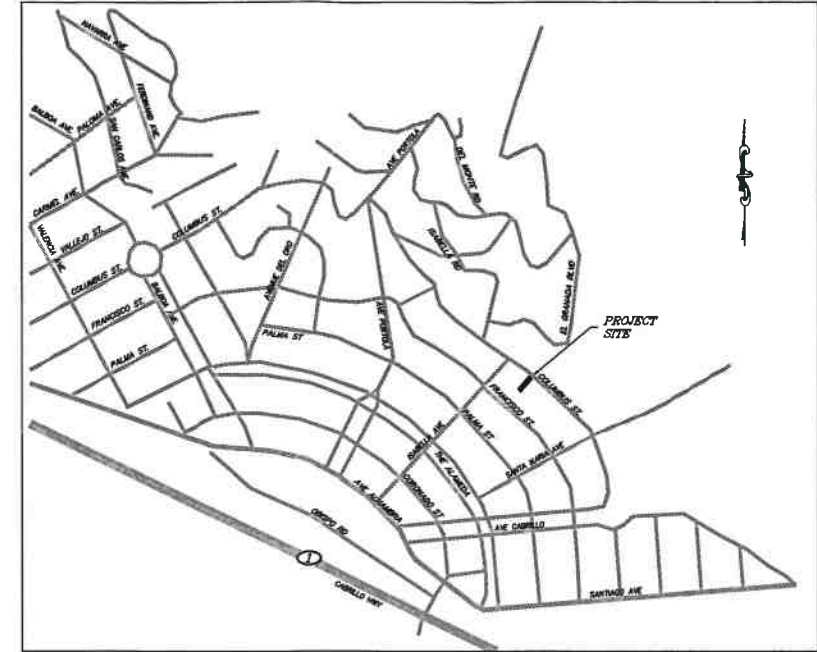
CIVIL IMPROVEMENT PLANS

ADAMS RESIDENCE

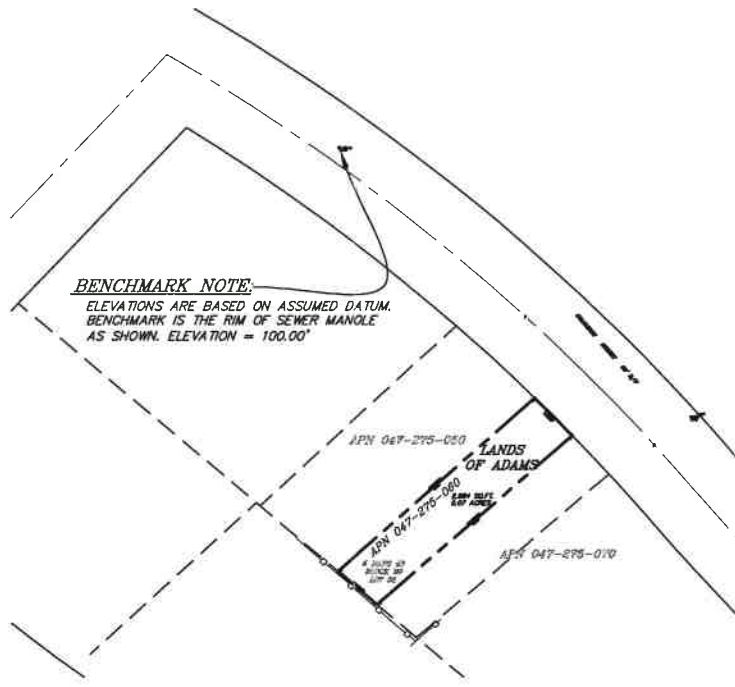
COLUMBUS STREET, EL GRANADA, CA

INDEX TO SHEETS

- SHEET C1 - TITLE SHEET
- SHEET C2 - GRADING & DRAINAGE PLAN
- SHEET C3 - EROSION CONTROL PLAN
- SHEET C4 - SAN MATEO COUNTY CONSTRUCTION BMPs



VICINITY MAP
N.T.S.



EXISTING PROJECT SITE

PROPERTY LOCATION
COLUMBUS STREET
EL GRANADA, CA 94019

LEGAL DESCRIPTION
A.P.N. 047-275-060
LOT 35, BLOCK 20
5 MAPS 43
SAN MATEO COUNTY

RECORD OWNER
ERICA ADAMS
1181 KEDITH ST
BELMONT, CA 94002

SURVEYOR
TRIAD/HOLMES ASSOCIATES
777 WOODSIDE RD #2A
REDWOOD CITY, CA 94061

ARCHITECT
HRH ARCHITECTURE
HAMID HEKMAT
611 VETERANS BLVD
REDWOOD CITY, CA 94063

SITE BENCHMARK
ELEVATIONS ARE BASED ON ASSUMED DATUM.
BENCHMARK IS THE RIM OF THE SEWER
MANHOLE AS SHOWN.
ELEVATION = 100.00'

TITLE SHEET
ADAMS RESIDENCE
PREPARED FOR: ERICA ADAMS

812 north main st. suite 100
REDWOOD CITY, CA 94063
phone (415) 335-1114
fax (760) 873-8024
e-mail thad@thadinc.com

Copyright (C) 2016 by
Triad/Holmes Associates
All Rights Reserved. This
document is intended
Only for use on the
Project identified in the
Reproduction of this
document or portions of
this document without
the consent of the
Company of Triad/Holmes
is prohibited.

REVISIONS	BY

DATE	11/2/16
SCALE	AS SHOWN
DRAWN	MS
JOB NO.	9.1690
DWG	9.1690grad.dwg
SHEET	C1
OF	4 SHEETS



PREPARED AND SUBMITTED BY:
MATTHEW S. SCHOBER DATE
P.E. C 70489





Hamid Hekmat, AIA
LEED AP

611 VETERANS BLVD
REDWOOD CITY, CA 94063
P (650) 344-1244
f (650) 344-1241

hrh@hrharchitecture.com
www.hrharchitecture.com

Project

COLUMBUS AVE.
HALF MOON BAY

MS. ERICA ADAMS

OWNER:

MS. ERICA ADAMS

Sheet Title

FLOOR PLANS
SECTION

Job No
Drawn
Date 10-4-2016

Revisions

- △
- △
- △
- △
- △
- △
- △
- △

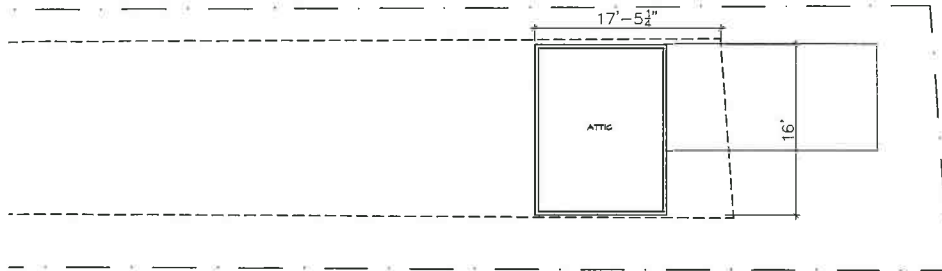
Scale: 1:8

Sheet

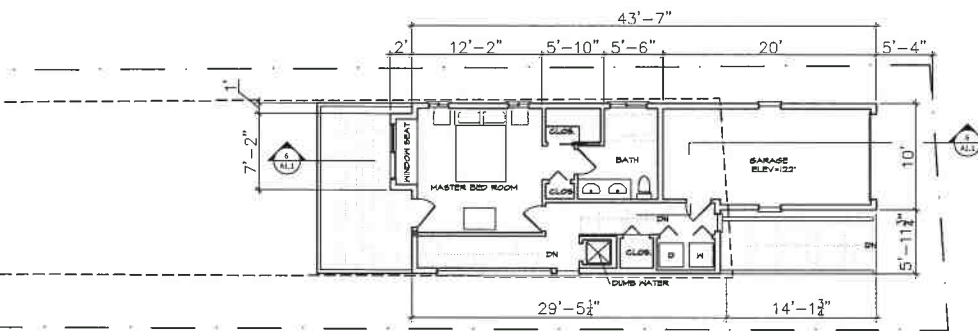
A1.1

PROJECT DATA

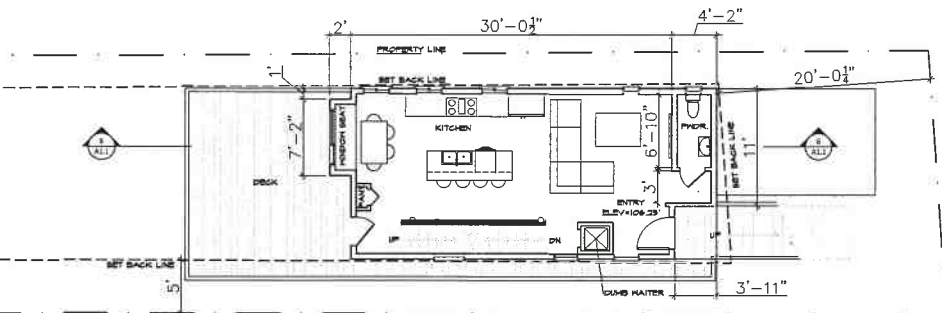
LOT AREA=2,984 sq ft
MAXIMUM LOT COVERAGE ALLOWED(35%) =1,043 sq ft
LOT COVERAGE =1,042 sq ft
MAXIMUM FLOOR AREA ALLOWED=1,432 sq
FLOOR AREA PROPOSED=1,423 sq ft



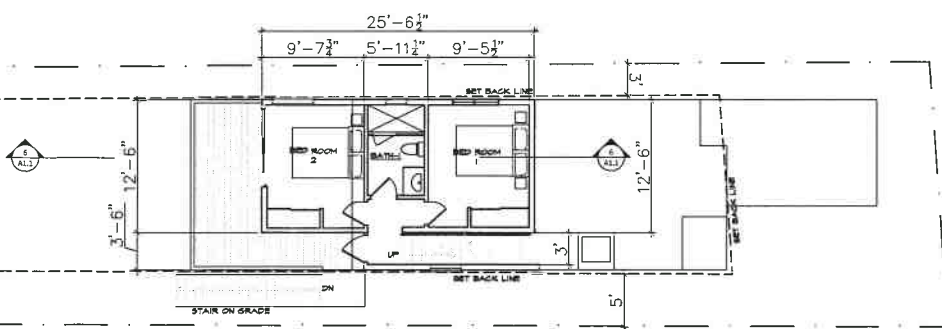
ATTIC PLAN



UPPER PLAN

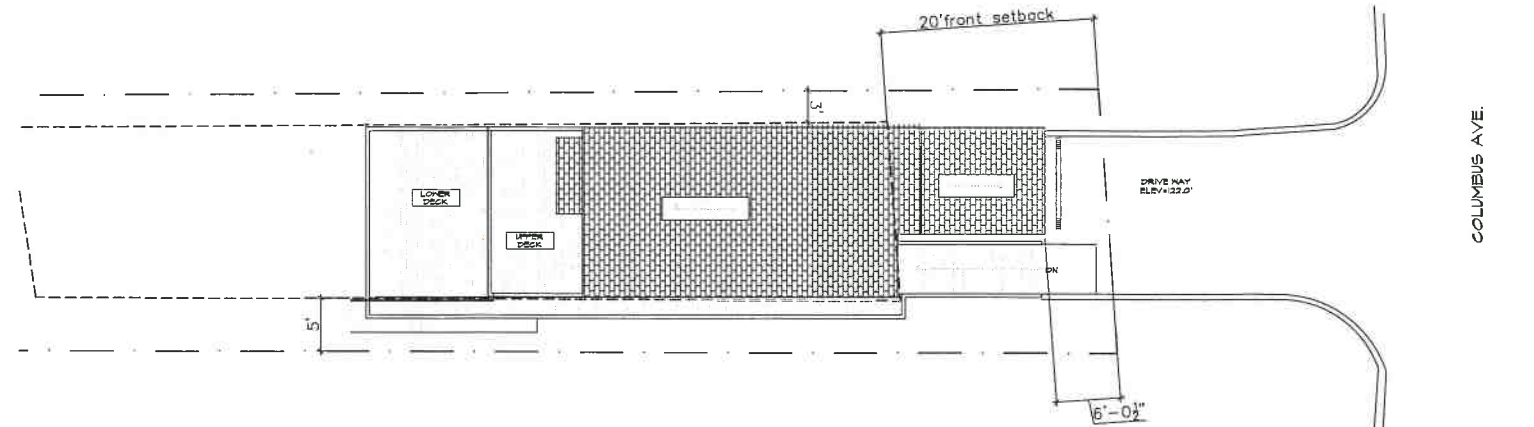


MIDDLE PLAN

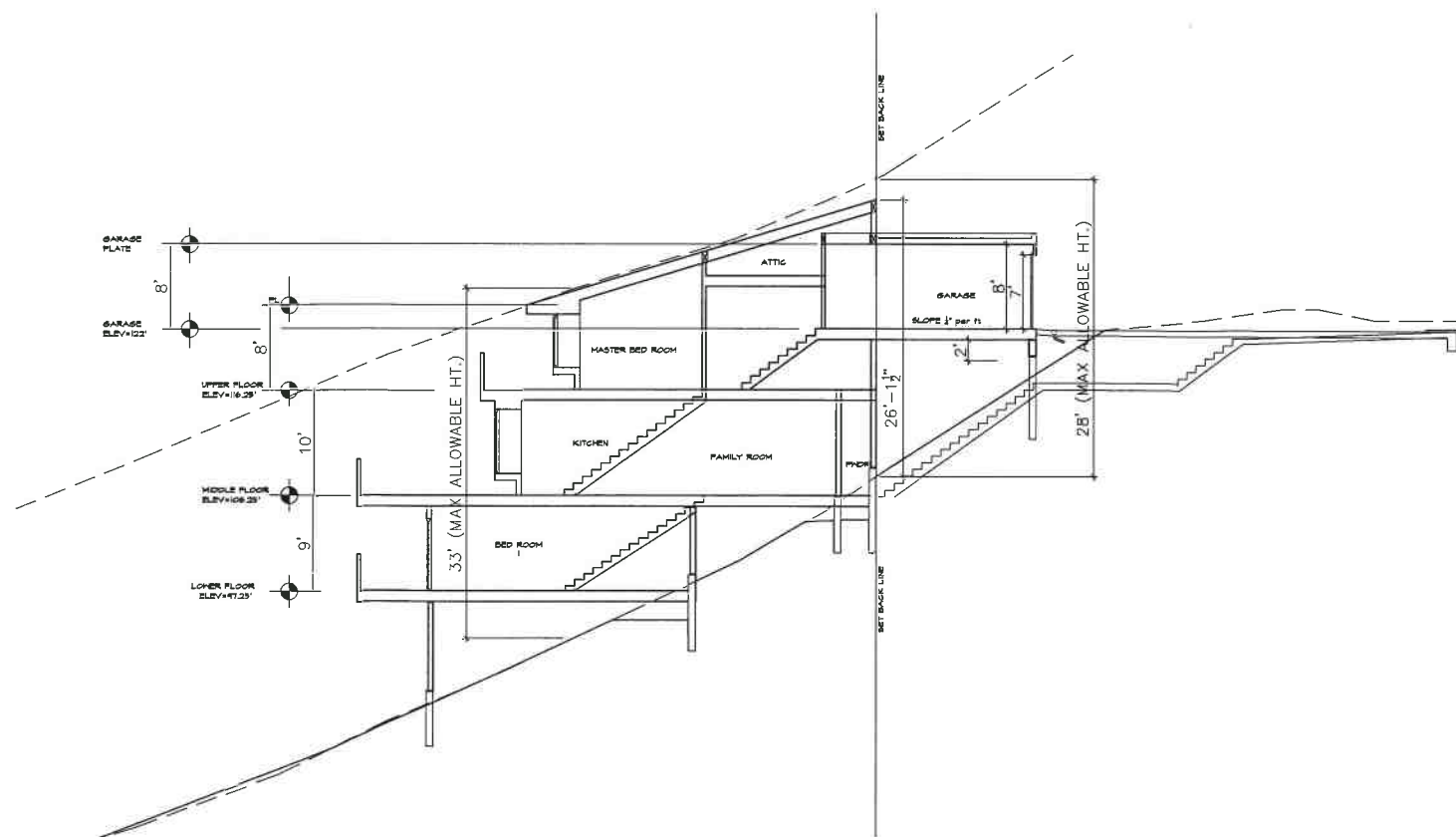


LOWER PLAN

FLOOR PLANS
SCALE: 1/8" = 1'-0"



SITE PLAN



SECTION
SCALE: 1/8" = 1'-0"



Hamid Hekmat, AIA
LEED AP

611 VETERANS BLVD
REDWOOD CITY, CA 94063
P (650) 344-1244
F (650) 344-1241

hrh@hrharchitecture.com
www.hrharchitecture.com

Project

COLUMBUS AVE.
HALF MOON BAY

DATE: 10-4-2016

OWNER:
MS. ERICA ADAMS

Sheet Title

EXTERIOR
ELEVATIONS

Job No
Drawn
Date 10-4-2016

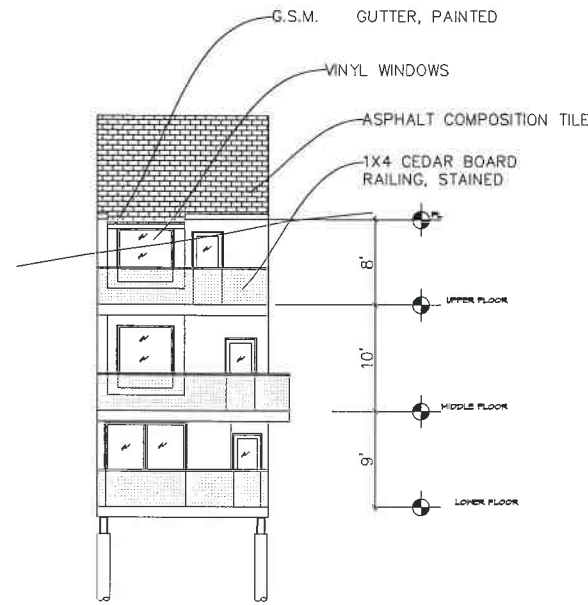
Revisions

- △
- △
- △
- △
- △
- △
- △
- △

Scale: 1:8

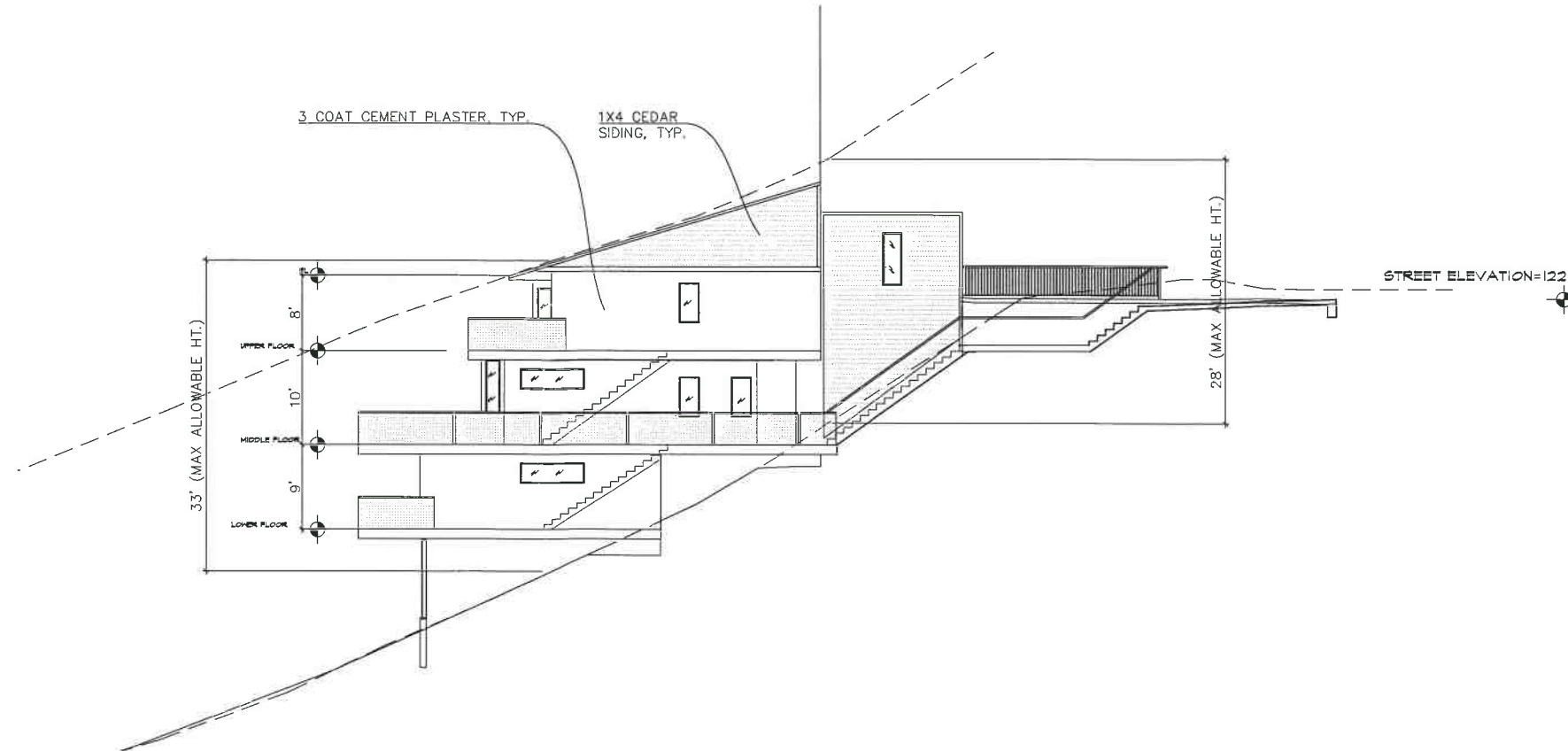
Sheet

A1.2



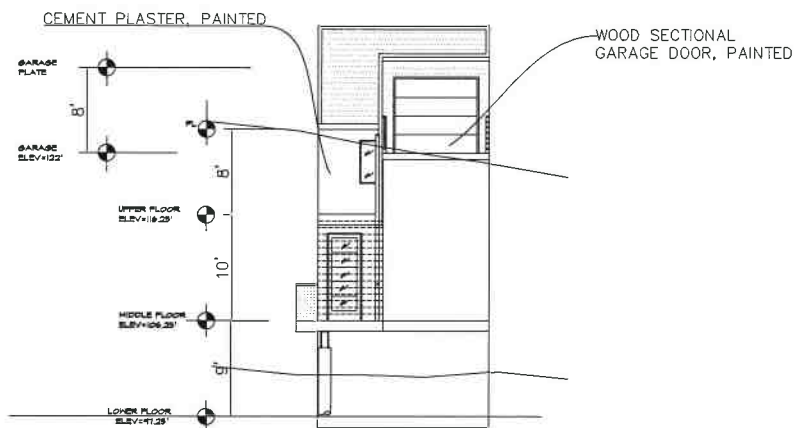
WEST ELEVATION
SCALE: 1/8" = 1'-0"

3



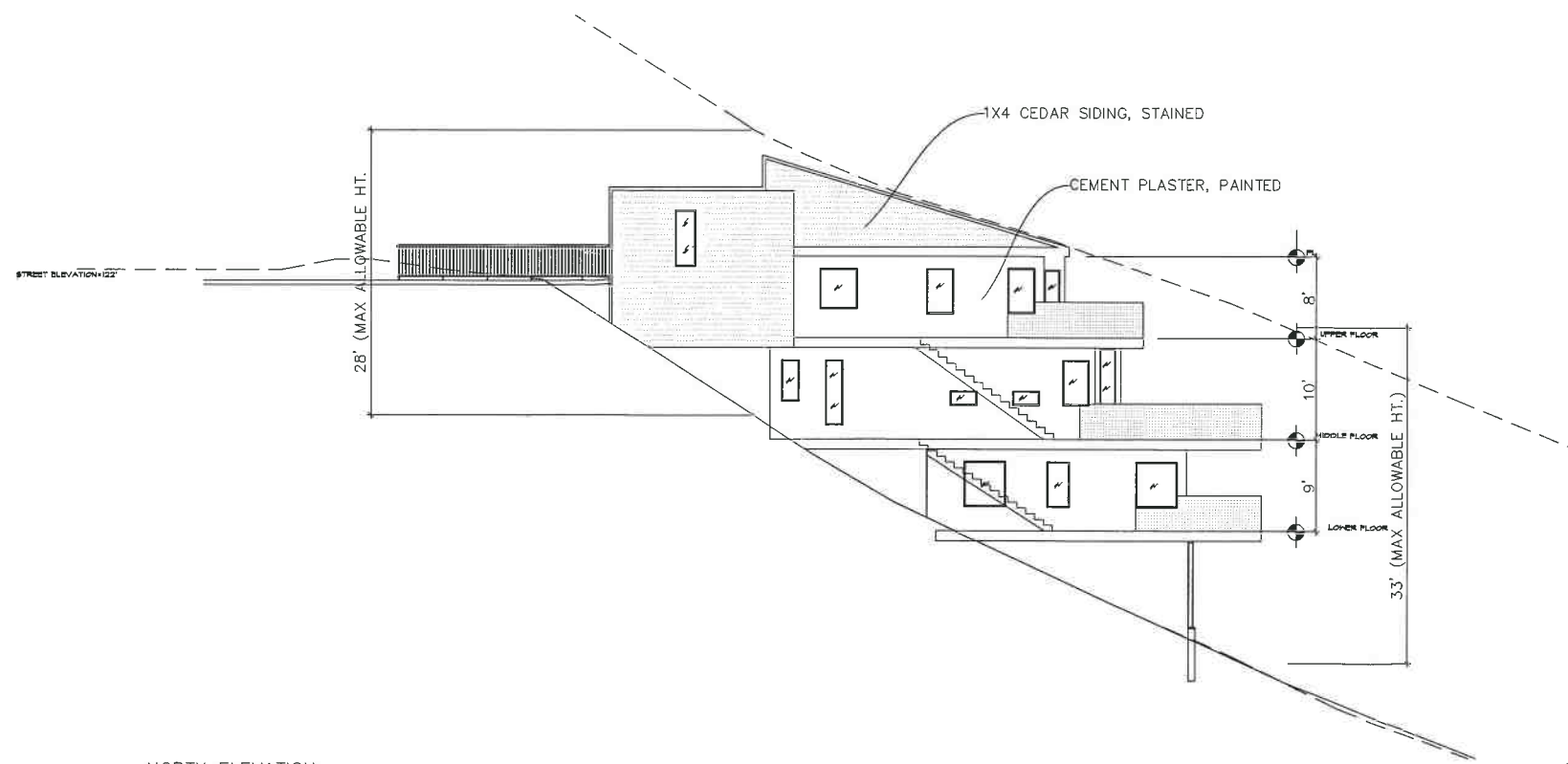
SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

1



EAST ELEVATION
SCALE: 1/8" = 1'-0"

4



NORTH ELEVATION
SCALE: 1/8" = 1'-0"

2

ITEM #3

AGENDA MEMORANDUM

To: Board of Directors

From: Chuck Duffy, General Manager

Subject: Consideration of an Amendment to the Franchise Agreement with Recology of the Coast for Solid Waste and Recycling Services and a Resolution Amending and Approving a New Rate Schedule for Fees and Charges for Solid Waste and Recycling Services in Accordance with Articles XIII C and D of the California Constitution (Proposition 218).

Date: December 14, 2017

The attached Amendment to the Franchise Agreement with Recology of the Coast is presented for your Board's approval, along with the proposed revised rate schedule and the Resolution enacting the rate increase. At this December 14 Board Meeting, the District will hold a noticed Public Hearing to consider public comment and all protests against the proposed new rate increases in accordance with the provisions outlined in Proposition 218. If written protests against the proposed fee or charge are presented by a majority of owners of parcels within the District, the District will be prohibited from imposing the new rate schedule. Staff has followed the provisions contained in Prop. 218, including providing a written notice at least 45 days prior to this Public Hearing containing: (a) the amount of the fee or charge proposed to be imposed; (b) the basis upon which it was calculated; (c) the reason for the fee or charge; (d) the date, time, and location of the Public Hearing. This Amended Franchise Agreement will go into effect on January 1, 2018. Revisions to the existing Franchise Agreement include:

- Recology has proposed a rate increase of 5.76% for 2018.
- The Amended Agreement and rate schedule with annual increases extends through the end of 2027, with the methodology for each year's rate calculation included.
- Any increases in the rate schedule after December 31, 2022 are contingent upon GCSD approval via a new Proposition 218 process in 2022.
- The starting time for residential pick-up has been changed to 6 a.m. from 7 a.m.
- The cap for yearly rate increases is 6%.
- The Agreement allows for the District to defer increases above 5% to the next one or two index based years.
- Revise greenwaste pick up from four (4)-30 gallon customer provided containers every other week, to one (1)-96 gallon Recology provided wheeled cart, plus one (1)-30 gallon, customer-provided container every other week.

Staff recommends that your board:

- a. Open the Public Hearing Board and hear and consider all public comment and all written protests.
- b. Close the Public Hearing.
- c. Board consideration of public comment and all written protests.
- d. Board consideration of the Resolution for the New Rate Schedule, and on the Amendment to the Recology Franchise Agreement.

From: Thomas Whiting <trwhiting@comcast.net>
Sent: Wednesday, November 01, 2017 6:07 PM
To: gsd@granada.ca.gov
Subject: rate increase

Dear GSD,

I appreciate your notice about the garbage rate increase. The only comment I would like to make is that as a single, older adult living alone I could easily go a month between garbage pick-ups. And even though I recycle assiduously, two week recycling pick-up intervals would be plenty. I am sure there are many of us in El Granada for whom this schedule would suffice.

I don't object to paying more for the service, but I strongly object to being compelled to purchase far more service than I require and I believe there should be some way to accommodate residents like me.

Thank you for your consideration,

Thomas R Whiting
139 Valencia Ave



GRANADA
Community Services Dist

NOV 30 2017

Rec'd By: DC

HALF MOON BAY
CYPRESS INN ON MIRAMAR BEACH

SANTA CRUZ
TABBING BROOK INN

CAPITOLA
INN AT DEPOT HILL

CARMEL-BY-THE-SEA
CANDLE LIGHT INN
CARRIAGE HOUSE INN
SVENDSGAARD'S INN
WAYSIDE INN

November 20, 2017

Attn: Recology Rate Increase
Granada Community Services District
PO Box 335
El Granda, CA 94018

Property: Cypress Inn on Miramar Beach/Coastal Inns of Distinction
407 Mirada Rd
Half Moon Bay, CA 94019
APN: 048-014-130
048-015-010
048-015-140

To whom it may concern:

In response to the letter dated October 27, 2017, "Notice of Public Hearing" regarding the proposed increases in Recology of the Coast Solid Waste and Recycling Collection Fees and Charges to be held by the Granada Community Services District Board of Directions on Thursday, December 14, 2017 at 7:30PM, we are submitting our letter of protest to be considered at said meeting.

Expenses continue to rise and it is becoming more and more difficult to conduct business in Half Moon Bay. Revenues for the short lodging/travel and leisure market are only forecasted to grow 2.6% in 2018 and we will see a slowdown in the market going forward as forecasted by the leading travel research agencies (STR & PKF). Therefore, having expenses such waste removal growing at double the pace of revenues is not sustainable for local businesses.

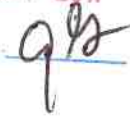
Therefore, consider this letter as our formal written protest against the proposed rate increase for Recology of the Coast Solid Waste and Recycling Collection Fees and Charges.

Respectfully,

Dana M. Schemm
Controller
Inns by the Sea/Managing Partner

Anne T. Coughlan
Charles B. Jameson
626 Palma St. / P.O. Box 65
El Granada, CA 94018
848 256 8786
cj4@cj4.org

GRANADA
Community Services Dist

11/02/2017
Rec'd by: 

2 November 2017

Granada Community Services District
Attn: Recology Rate Increase
P. O. Box 335
El Granada, CA 94018

Dear Sir / Madam,

I am protesting the proposed rate increases for solid waste and recycling collection services provided by Recology Of The Coast.

The 5.76% increase for 2018, while perhaps a contractual indexed amount, seems not to take into account an increase in productivity which should be expected (in aggregate, across all the services the district provides and procures).

Please do not approve this increase or any other automatic annual hike in costs.

Sincerely,



NAC 12-5-17

GRANADA
Community Services Dist

DEC 05 2017

Rec'd By: 

Dear Board of Directors,

I reside at 215 Dolores St. in El Granada and I oppose the rate increase. It is already a heavy financial burden to live in this area, especially for those of the younger generation like myself. Each year our costs of living rise while the amount of money we make typically stays the same. In order to afford property in this area, I had to leverage myself out completely necessitating strict financial planning to make payments. Small increases in fixed costs end up making a BIG difference when added together annually. It can be the difference between taking a much needed vacation with the family, paying off principal on debt we all have, buying our children something that will make them happy, etc. Affordable housing has been a key issue in the Bay Area recently; it seems counterproductive to espouse the need for affordable housing while ignoring the impact of rising taxes, utility costs, and other fixed costs.

Furthermore, I feel like we as residents of this area are forced to pay for the services of an entity that does not represent us fairly. Let's be honest, we have no other option for trash or recycling services. Each year, Recology of the Coast arbitrarily raises our rates while providing worse service. I don't know how many times I have come home to my recycle bin lazily left in the street, items still left inside of it, or the top left open when it is raining out so I have to empty out a bathtub. Oh, and make sure you precisely measure out your cut cardboard to 3' x 3' sections... God forbid it is 37" (yes, literally only 1" over in some cases) because then they will leave you a reminder note and sometimes not even take it. Most people feel the pain of this situation now days with Amazon Prime. The least they can do if they raise our rates is make the process easier and more recycle friendly so we don't have to cut all of our boxes down to a certain size and waste rope or twine tying them together.

Sincerely,

Zack Peck
215 Dolores St.
El Granada, CA 94018



FIRST AMENDMENT TO FRANCHISE AGREEMENT

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

C. The purpose of the deferral mechanism is to smooth maximum rate adjustments, not to reduce compensation to Contractor. The parties further intend that any amounts deferred be recovered within the same three-year rate cycle (i.e. one cost-based year followed by two index-based years). If, notwithstanding the foregoing, District fails to adjust maximum rates to enable Contractor to recover all amounts deferred under this Section within any three-year rate cycle, and by the last year of the Term, then District shall pay the amount of the shortfall to Contractor within 180 days after the end of such three-year rate cycle or the end of the Term, as

the case may be. Such remedy shall be cumulative to any other remedy Contractor may have under this Agreement or at law.

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

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

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

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

Granada Community Services District

Recology of the Coast

By: _____
Jim Blanchard,
President

By: _____
Michael J. Sangiacomo
President & CEO

Countersigned: _____
Delia Comito, Secretary

Exhibit D

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

RECOLOGY OF THE COAST SOLID WASTE & RECYCLING SERVICES

Comparison of Current and Proposed Rates

(Rate Adjustment Factor is 5.76%)

	Current 2017 Rates	5.76% Proposed 2018 Rates
<u>RESIDENTIAL SERVICE</u>		
1. Weekly collection, single container placed in front of premises, wet and dry garbage ("first can service") in wheeled carts -		
a. Container limits: Volume - 20 gals (3/10 cu yd), up to 40 lbs - per month:.....	\$17.86	\$18.89
b. Container limits: Volume - 32 gals (1/4 cu yd), up to 60 lbs - per month:.....	\$22.02	\$23.29
c. Container limits: Volume - 64 gals (1/2 cu yd), up to 100 lbs - per month:.....	\$72.17	\$76.33
2. Special Services (in addition to base charges above) -		
a. Container placed at side or rear of dwelling - per container:.....	\$5.81	\$6.14
b. Container not placed at specified collection point and return call required - per container:.....	\$14.11	\$14.92
c. Extra 30 gal bag with collection (excludes 20 gal cart service) - per bag:.....	\$7.48	\$7.91
d. Special collections combined with regular service, including collections for brush, yard clippings, boxes, etc.:.....	Estimate	Estimate
3. Bulky goods drop-off service four times per year within GCSD service limits including greenwaste:.....	Included	Included
4. Weekly commingled recyclable materials collection (64 gal wheeled cart):.....	Included	Included
5. Every other week greenwaste (yard trimmings, etc.) collection, limited to one 96 gal wheeled cart, and one (1) customer provided 30 gal container:.....	Included	Included
6. Bulky goods curbside collection service, limited to four (4) times per year:..... (Each pick up limited to one (1) item up to 200 lbs or five (5) - 30 gal bags)	Included	Included
7. Drop-off at Recycling yard in Pacifica of motor oil, latex paint, unpainted lumber, large pieces of metal, styrofoam, e-waste, large appliances, furniture, mattresses, large amounts of recyclable materials:.....	Included	Included
8. Christmas tree pick up thru January 31st:.....	Included	Included
a. Christmas tree pick up after January 31st - per tree:.....	\$22.12	\$23.39

MULTI-FAMILY. COMMERCIAL AND INDUSTRIAL SERVICE

1. Service to restaurants, hotels, cafes, apartments, stores and similar places of business, factories, schools and institutions: Wet and dry garbage - Container limits: Volume - 30 gals (1/4 cu yd), up to 75 lbs -		
a. Regular collections -		
One (1) - 32 gal collection - once per week:.....	\$33.94	\$35.89
One (1) - 64 gal collection - once per week:.....	\$108.21	\$114.44
One (1) - 96 gal collection - once per week:.....	\$178.10	\$188.36

	Current 2017 Rates	5.76% Proposed 2018 Rates
<u>MULTI-FAMILY, COMMERCIAL, AND INDUSTRIAL SERVICE Cont'd</u>		
b. Additional 64 or 96 gal commercial carts picked up more than once per week - will be original charge times the number of pickups:.....	Will Vary	Will Vary
2. Commercial Container Rental -		
a. 1 cubic yard box - per collection:.....	\$47.73	\$50.48
b. 2 cubic yard box - per collection:.....	\$61.90	\$65.47
3. Commercial Container Collections -		
a. 1 cubic yard box - per collection:.....	\$42.75	\$45.21
b. 2 cubic yard box - per collection:.....	\$85.05	\$89.95
4. Compacted Commercial Container Service -		
a. 1 cubic yard box - per collection:.....	\$82.02	\$86.74
b. 2 cubic yard box - per collection:.....	\$165.66	\$175.20
5. Recyclable material collection up to five times per week:.....	Included	Included

DEBRIS BOX SERVICE

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

SPECIAL PROVISIONS

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

COMMERCIAL COMPOSTING RATES

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

GRANADA COMMUNITY SERVICES DISTRICT

RESOLUTION NO. 2017- ____

RESOLUTION AMENDING AND APPROVING RATE SCHEDULE TO BE CHARGED BY RECOLOGY OF THE COAST FOR SOLID WASTE AND RECYCLING SERVICES PROVIDED WITHIN THE GRANADA COMMUNITY SERVICES DISTRICT AND APPROVING AMENDED FRANCHISE AGREEMENT

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

WHEREAS Recology of the Coast (“Recology”) has provided information to the District which demonstrates that a rate increase is necessary in order to offset increased costs of solid waste and recycling collection service operations which Recology cannot absorb within the present rate structure; and

WHEREAS the last rate increase granted to Recology was three years ago;

WHEREAS, a new amended Franchise Agreement has been negotiated between District Staff and Recology for consideration and final approval by the District Board;

WHEREAS, all due and proper notice of the proposed rate increase has been given in accordance with the provisions contained in Articles XIII C and D of the California Constitution (Proposition 218) and related implementing legislation;

WHEREAS, the Board of Directors has conducted a noticed public hearing on the proposed rate increase and the new amended Franchise Agreement and considered and counted all duly submitted protests thereto and found that no majority protest has been made;

WHEREAS, in the interests of the ratepayers of the District and of Recology, certain rate adjustments are reasonable and justified in the amounts set forth in Exhibit “A” to this Resolution.

WHEREAS, it is in the interests of the District to enter into a new amended Franchise Agreement with Recology under the terms and conditions set forth in Exhibit “B” to this Resolution.

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the District that in consideration of the foregoing findings and determinations, maximum rates for solid waste and recycling collection services are adjusted as of January 1, 2018 to be as listed on Exhibit “A” attached hereto, and have been duly established for said services of Recology within the applicable area of the District.

BE IT FURTHER RESOLVED by said Board that the Amendment to the Franchise Agreement attached hereto as Exhibit “B” is approved and that the Board President is hereby authorized to

execute said Amendment to the Franchise Agreement.

The above and foregoing Resolution was duly and regularly passed and adopted at a special meeting of the Board of Directors of the District held on the 14th day of December 2017, by the following vote:

AYES, and in favor thereof, Members:

NOES, Members:

ABSENT, Members:

ABSTAIN, Members:

, President

COUNTERSIGNED:

Delia Comito, District Secretary

ITEM #4

GRANADA COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

To: Board of Directors
From: Delia Comito, Assistant General Manager
Subject: Amendment #1 to Independent Contractor Agreement for Burnham Strip
Resource Management Plan
Date: December 14, 2017

Staff will be discussing this Item further with the RCD prior to the meeting, and there may be a supplemental report forthcoming.

This Agenda Item title has been changed to, "***Consideration of Approving Resource Conservation District Scope of Work Proposal for Vegetation Management at Burnham Strip and Related Amendment 1 to Independent Contractor Agreement.***"

Scope of Work Proposal for Vegetation Management at Burnham Strip

Contacts

Cleopatra Tuday, Conservation Project Coordinator	Joe Issel, Natural Resources Specialist
San Mateo County Resource Conservation District	San Mateo County Resource Conservation District
cleopatra@sanmateorcd.org	joe@sanmateorcd.org
(650) 712-7765 x 115	(650) 712-7765 x 106

Appendix

Ecological Concerns Inc. Burnham Strip Vegetation Management Scope and Fee Proposal (Appendix A)
Burnham Strip SOW for Project Planning for Non-Riparian Vegetation Management (Appendix B)
Burnham Strip Natural Resource Management Plan (Appendix C)
MOU (Appendix D)

Location

Burnham Strip, Granada Community Services District, El Granada, CA

Restoration Context/project goals/ Site History/background

As part of converting from Granada Sanitary District to include parks and recreation services, the Granada Community Services District (GCSD) entered a memorandum of understanding with the San Mateo Resource Conservation District (RCD). The districts agreed that resource management may be desirable to enhance ecosystem function and habitat. There were also comments from the public to increase aesthetics and decrease the presence of weeds on the Strip. In April 2017, the RCD provided a Natural Resource Management Plan for the 6.2-acre Burnham Strip, reporting an inventory of natural resources and possible management recommendations (Appendix C). After the presentation of the Natural Resource Management Plan and subsequent meetings, the GCSD expressed interest in vegetation management in the form of weed control and non-permanent native revegetation.

This proposal outlines the scope of work needed to implement vegetation management at the Burnham strip. The RCD is aware of the future potential for the conversion of the strip into a park. Thus, proposed work is intended to be “soft” vegetation management that would improve the Burnham Strip in the interim of more permanent development.

Project area

Vegetation management will be implemented in three areas: two open fields and a compacted area (See Map). The majority of the work will be focused on the two open fields. Towards the northeast corner of the property is potential wetland dominated by *Schoenoplectus pungens* (Common threesquare) and *Potentilla anserine* (Pacific potentilla). Extra caution will be made to minimize impacts to the wetted area. The area along the west side of the strip is CalTrans right-of-way, and would be included into this plan. CalTrans participation in the Burnham Strip vegetation management is pending, but anticipated.

Vegetation management Approach:

Initial vegetation management work will begin in the winter of 2017/2018. Continual vegetation management throughout the year will suppress the growth of weedy and invasive species and maintain a more visually aesthetic green space year-round. The RCD acts on an adaptive management principle, some aspects of the vegetation management approach can be changed based on evidence through monitoring, such as timing of mowing.

Year 1

Target Species Removal: Targeted species include: *Cortaderia jubata* (Jubata grass), *Albizia lophantha* (Plume Acacia), *Cotoneaster lacteus* (Late Cotoneaster), other Cotoneaster species, and *Rubus armeniacus* (Himalayan Blackberry). These species are target plants because of their ability to invade habitat, impact on the environment, and high chance of successful removal from the site. Note, *Helminthotheca echioides* (Bristly ox-tongue) is listed on the Natural Resources Management Plan for the Burnham Strip as a target species, but is not listed for targeted removal in this proposal. Work to completely remove this species would take extensive effort. Targeted species removal work includes spraying Jubata grass, hand removal of Himalayan blackberry, removal of late cotoneaster and plume acacia. Removal of target species will be done during the winter of 2017/2018.

Weeding in Potential Wetland area: To avoid any harm to wildlife in the wetland areas, any weedy species found within this area (see map) will be hand pulled. To avoid mowing the area, the wetland will be flagged off with rope and t-posts.

Mowing: Setting up mowing regime to control *Helminthotheca echioides* (Bristly ox-tongue), and other weedy plants. Timing of mowing will happen once in the winter of 2017/2018 and two to three more times during spring and summer. Specific mowing times will depend on site conditions and weather.

Native Revegetation: Initially, the RCD and GCSO agreed to native revegetation in the form of seeding. However, for the low effort and cost of seeding, there is also low success in the amount of plants that germinate and survive. Therefore, seeding across the entire managed area is not recommended. Broadcast seeding can be targeted around the parking area and project boarder to increase pollinator habitat and increase wildflowers in visible areas, but this action is not included in this scope of work. Another alternative to native revegetation would be the installation of a hedgerow along the Burnham Strip's northern border along Obispo Road. The hedgerow would comprise of hardy coastal bluff species including coyote bush (*Baccharis pilularis*) and California sage (*Artemisia californica*), which would be installed without irrigation. The species included in the hedgerow are designed to not need watering, although watering by hand in the summer months is recommended (through volunteers, RCD, or contractor).

Monitoring: Project monitoring would include physical site visits and picture documentation when needed to qualify the health of the site and to help adjust the vegetation management project.

Tasks

Task 1—Project Management

This includes all aspects of project management, including but not limited to: site visits, coordination with GCSD, Caltrans, subcontractor and others as necessary, coordinating project implementation, mileage, supplies, oversight of project budget, invoicing, attendance and participation at GCSD board meetings.

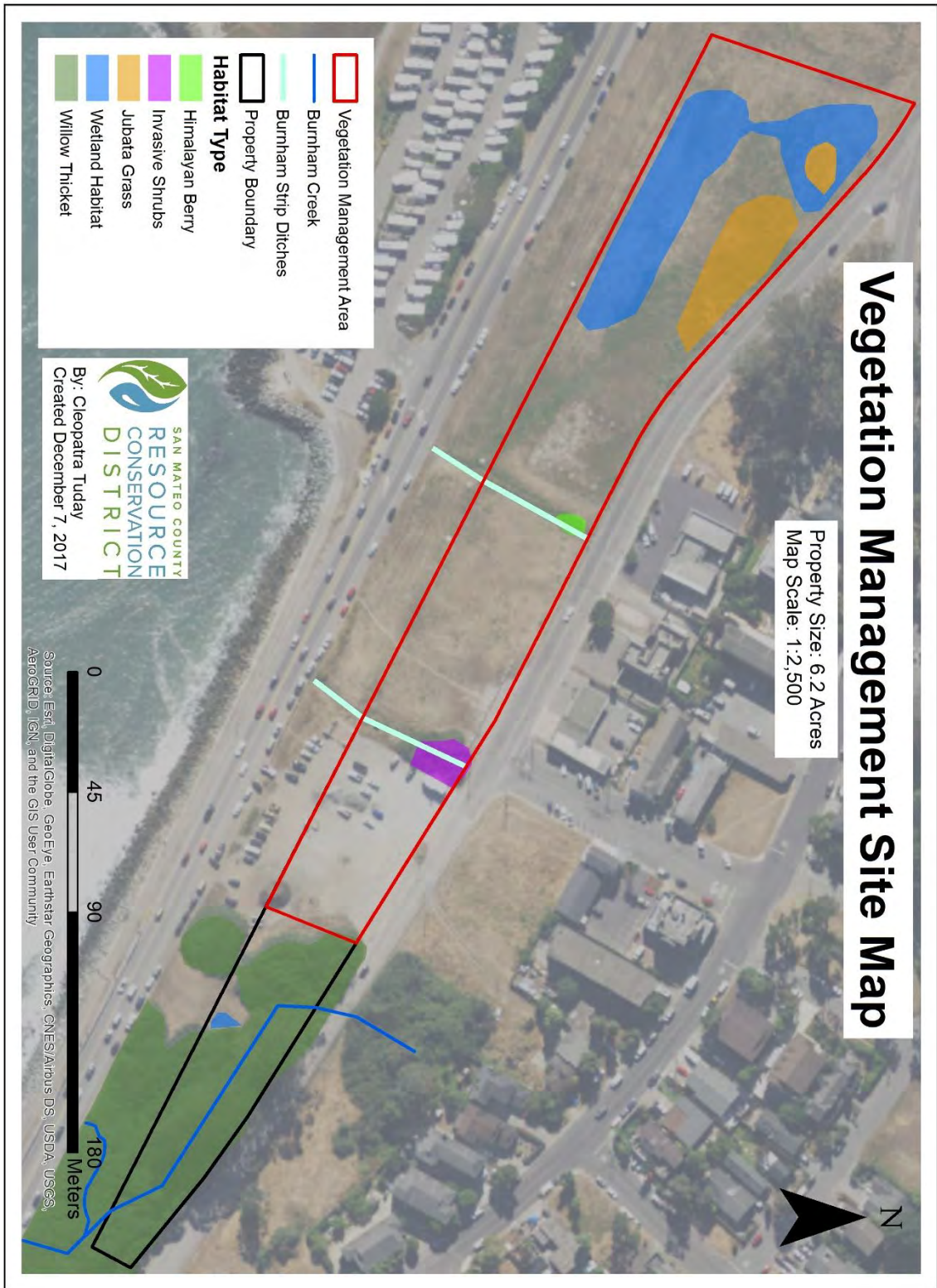
Task 2—Project Implementation

Implementing vegetation management listed in the Vegetation Management Approach. Implementation will start the winter of 2017/2018. Implementation and maintenance will be completed by a subcontractor and managed by the RCD. Monitoring will be in the form of photo documenting once a year by RCD staff, or when site visits are convenient.

If native revegetation is wanted in a more active form, the RCD recommends the installation of an un-irrigated hedgerow, outlined in the vegetation management section. This will increase pollinator and bird habitat and act as a barrier between the strip and Obispo Road. This item is not included in the scope of work budget, but can be included if the GCSD desires. Hedgerow installation: \$1,700.00.

Budget breakdown by Task

Task	Cost
Task 1—Project Management	\$5,000.00
Task 2—Implementation	\$19,900.00
Total	\$24,900.00



CONFIDENTIAL DRAFT

**AMENDMENT # 1 TO INDEPENDENT CONTRACTOR AGREEMENT
FOR BURNHAM STRIP RESOURCE MANAGEMENT PLAN**

This Amendment ("Amendment") is entered into effective the ____ day of _____, by and between the GRANADA COMMUNITY SERVICES DISTRICT (hereinafter called "GCSD"), and the SAN MATEO COUNTY RESOURCE AND CONSERVATION DISTRICT (hereinafter called "RCD"), parties to the INDEPENDENT CONTRACTOR AGREEMENT FOR BURNHAM STRIP RESOURCE MANAGEMENT PLAN, dated May 31, 2017 ("Agreement"). For valuable consideration, the parties agree to amend the Agreement as follows:

Section 2 of the Agreement is changed in its entirety to read:

2. COMPENSATION.

A. In consideration for RCD accomplishing said result, GCSD agrees to pay RCD as follows: RCD shall be paid in accordance with the Fee Proposal set forth in section 2.B, below. Payment of compensation under this Agreement and Amendment shall not exceed a total of \$45,000 during the term of this Agreement, unless such term is extended or GCSD authorizes additional work or subcontracting under this Agreement and Amendment. Payment will be made to RCD within 30 days of receipt of each monthly invoice for services rendered submitted by RCD. If GCSD fails to pay RCD within 90 days after any invoice is submitted, GCSD agrees RCD shall have the right to consider such failure in payment a material breach of this entire Agreement and Amendment, and, upon written notice, the duties, obligations, and responsibilities of RCD under this Agreement and Amendment shall be suspended or terminated. In such event, GCSD shall promptly pay RCD for all fees and charges owed to, and services provided by, RCD. GCSD agrees that the periodic billings from RCD to GCSD, are correct, conclusive, and binding on GCSD unless GCSD, within 30 days from the date of receipt of such billing, notifies RCD in writing of alleged inaccuracies, discrepancies, or errors in billing. GCSD shall in any event pay the portion of the invoice not in dispute.

B. Fee Proposal

The maximum compensation for each Scope of Services task is as follows:

1. Task 1 (Plan Development Management)

compensation shall not exceed \$5,000.

2. Task 2 (Development of Burnham Strip Natural Resource Management Plan) compensation shall not exceed \$10,000.

3. Task 3 (Conduct Resource Management Activities on the Burnham Strip) compensation shall not exceed \$25,000. [**Informational Note: RCD has informed GCSD staff that work beyond year 1 would require additional funding. RCD is drafting a proposal that would summarize costs for years 1 to 3. RCD assured GCSD staff that year 1 costs would be below \$25,000**]

4. Task 4 (Task 3 Project Management) compensation shall not exceed \$5,000.

Exhibit A is changed to add Task 3 and Task 4:

Task 3: Conduct Resource Management Activities to Portions of GCSD's Burnham Strip Project Site

A. General Activities and Purpose

RCD shall contract for the removal of targeted non-native and invasive species, conduct other work to reduce weed cover, and revegetate the Burnham Strip with native plant species, as set forth below. All work shall be uniformly performed in the areas identified in Exhibit A.1 as "Field 1," "Field 2," "Impink," and "Compacted Area Perimeter" (collectively, "Project Site"). In entering into such contract, RCD shall comply with all procurement requirements applicable to it and to GCSD.

The purpose of RCD's management work on the Project Site shall include the following:

1. Decrease population, coverage, diversity, and competitiveness of non-native and invasive plant species;
2. Increase population, coverage, diversity, and competitiveness of native plant species; and
3. Improve wildlife habitat.

B. Non-Native and Invasive Plant Removal

1. RCD shall require its contractor to target ~~all~~ non-native and invasive plant species, including all non-native and invasive plant species identified in Exhibit A.2. RCD shall require its contractor to prioritize for removal jubata grass (*Cortaderia jubata*) and all other non-native and invasive species recommended for removal in Exhibit A.2. While RCD

agrees to require its contractor to target all non-native plant species, GCSD understands that not all such species may be removed.

2. RCD's contractor may use any and all removal methods RCD determines are beneficial to the rehabilitation and management of the Project Site. Such removal methods include mechanical, chemical, and biological. Mechanical removal includes activities such as hand pulling and digging, suffocation/solarization, and cutting/mowing. Chemical removal uses herbicides to kill plants and inhibit regrowth. Biological removal includes the use of native insects, exotic organisms (diseases, insects, or wildlife), and prescribed grazing to restore natural controls and reduce dominance of invasive plants within the plant community.

3. RCD shall require its contractor to conduct repeat removal treatments ~~over a five year period~~ to continually reduce and eliminate non-native and invasive plant populations on the Project Site. [Informational note: the time period was removed to reflect RCD's statement that work past the first year would be contingent on additional funding.]

4. RCD shall ensure its plant removal and revegetation work complies with all local, state, and federal laws, and that it follows ~~all~~ best management practices RCD determines to be suitable for any and all removal and revegetation methods it utilizes. Furthermore, RCD shall require its contractor to ensure that its removal and revegetation activities cause no impacts to waterways or wildlife.

C. Native Plant Revegetation

RCD shall require its contractor to submit a Statement of Work, subject to the approval of GCSD. The Statement of Work shall contain a Revegetation Plan with methods RCD determines will best accomplish the growth, restoration, and maintenance of native species populations on the Project Site. The Revegetation Plan may include replanting of the Project Site with native plant species suited to the Project Site, implemented with the purpose of continually establishing and increasing native plant populations on the Project Site. Such replanting may include (i) seeding native perennial grasses as cover crops to enhance soil

health, (ii) hand-planting native plant species, and (iii) allowing native plant species to naturally repopulate areas where removal of non-native and invasive plants has occurred.

~~RCD shall require its contractor to replant the Project Site with native plant species suited to the Project Site. RCD's contractor shall use any replanting methods RCD determines will best accomplish native species rehabilitation and repopulation within the Project Site. Replanting may include (i) seeding native perennial grasses as cover crops to enhance soil health, (ii) hand planting native plant species, and (iii) allowing native plant species to naturally repopulate areas where removal of non-native and invasive plants has occurred.~~

[**Informational Note:** RCD will likely propose replanting in some areas, but RCD does not believe that replanting is cost-effective and that replanting often achieves only limited success. RCD recommended that GCSD allow the exact revegetation method to remain open, and to rely on RCD's contractor's Statement of Work, when one is submitted. Alternatively, RCD is willing to work with GCSD to include a more concrete work description as part of this contract amendment, rather than as a part of the contractor's Statement of Work.]

~~RCD shall require its contractor to conduct repeat native plant revegetation and maintenance activities over a five year period to continually establish and increase native plant populations on the Project Site.~~

[**Informational Note:** Text removed to reflect RCD's statement that work past the first year would require additional funding and RCD's proposal to determine the exact terms of a Revegetation Plan as part of RCD's contractor's Scope of Work.]

D. Coordination with Caltrans

The California Department of Transportation ("Caltrans") owns and manages a narrow band of land located between the Project Site and Highway 1, as shown in Exhibit A.1. RCD shall use its best efforts to coordinate with Caltrans to prevent non-native and invasive plant vectors from Caltrans' land from migrating onto the Project Site, for the purpose of reducing or eliminating Caltrans' land as a source of non-native plant repopulation onto the Project Site.

Task 4: Project Management, Monitoring, and Reporting for Task

3

A. Project Management for Task 3

RCD shall conduct activities to effectively manage the implementation of Task 3, including, but not limited to:

1. Identifying GCS D's management needs and priorities;
2. Obtaining any and all permits required to implement Task 3
3. Project Site visits;
4. Development and oversight of project budget;
5. Subcontracting;
6. Invoicing;
7. Monitoring and reporting, pursuant to section B, below;
8. Coordination with GCS D, Caltrans, and others; and
9. Participation at related meetings.

B. Monitoring and Reporting

RCD shall conduct on-site monitoring of its contractor's removal and revegetation work performed under this Amendment at least bi-annually. RCD shall annually submit a written report to GCS D staff, summarizing the results of its removal and revegetation work implemented under Task 3. Such reporting shall, at a minimum, briefly summarize the following:

1. The work of RCD's contractor to date and in the reporting year;
2. The results of RCD's monitoring activities;
3. The net change, if any, of the approximate proportion of non-native and invasive plant cover, and the total approximate proportion of non-native and invasive plant cover;
4. The net change, if any, of the approximate proportion and diversity of native plant cover, and the total approximate proportion of native plant cover;
5. An update on RCD's coordination with Caltrans; and
6. The total budget used and the total remaining.

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

SAN MATEO COUNTY RESOURCE
CONSERVATION DISTRICT

GRANADA COMMUNITY SERVICES
DISTRICT

Date: _____

Date: _____

By: _____ (name)

By: _____

_____ (title)

Jim Blanchard
GCSD Board President

APPROVED AS TO FORM:

By: _____
Jonathan Wittwer,
GCSD General Counsel

Attachments: Exhibit A.1
Exhibit A.2

DISTRIBUTION: GCSD Board
General Manager
Assistant General Manager
Resource Conservation District

ITEM #5

GRANADA COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

To: Board of Directors
From: Delia Comito, Assistant General Manager
Subject: Proposal to Create a Preliminary Park Conceptual Design for the Burnham Strip Parcel
Date: December 14, 2017

At the 9/21/17 board meeting, the Board appointed Directors Dye and Woren to an ad-hoc Burnham Strip Planning Committee, who met with the RCD to discuss the Management Plan and other issues regarding the property. Based on the past sense of the Board, the Committee contacted firms to obtain information on preliminary park concepts for the Burnham Strip parcel. As a result, attached are proposals from Ecological Concerns Inc. and Taniguchi Landscape Architecture. The Committee will provide additional information at the meeting.



Kikuchi+Kankel Design Group

Landscape Architecture
Environmental Design
Site Planning

December 6, 2017

Chuck Duffy, General Manager
Granada Community Services District
504 Avenue Alhambra, Third Floor
El Granada, CA 94018

RE. Burnham Strip Park Project
Landscape Architectural Services - Conceptual Design Phase

Dear Chuck,

Thank you for the opportunity to provide design services for your most interesting park project. We greatly appreciate the time Barbara and Leonard took to meet with us at the site and to clarify your project scope and design goals.

Please find below an outline of our Conceptual Design services, broken down into tasks and deliverables:

CONCEPTUAL DESIGN PHASE

1. Tasks:

- A. Project Research: Collect base data, topographic and boundary survey, conduct site reconnaissance, photo documentation, and check applicable San Mateo County codes. Assist with updated survey criteria.
- B. Analysis: Synthesize existing data and evaluate prior to commencing design.
- C. Concept Development: Develop 3-4 rough site concepts along with plan graphics suitable for preliminary review. Scope of design as outlined per "Preliminary Scope of Work for Burnham Strip Park Project" by the GCSD.

730 Mill Street • Half Moon Bay, CA 94019
(650) 726-7100
www.kkdesigngroup.com

Steven T. Kikuchi, ASLA Principal
Christopher Kankel, ASLA Principal
Warren Barnes, Associate
Thomas W. Conroy, Associate
Robert Dietz, ASLA, Associate

61 East Main Street, Suite C
Los Gatos, CA 95030
(408) 356-5980

- D. Meeting Presentations: Preparation of plan graphics and presentation format for 2 meetings/hearings: Present to Parks Committee and GCSD Board Meetings.
- E. Miscellaneous: Administration, coordination, clerical services.

2. Deliverables

- A. Site Analysis and Constraints Map: indicating physical, environmental or legal constraints such as setbacks, easements, utilities, severe slopes, wetlands, prevailing winds, solar orientation, etc. and their resultant design constraints. Consolidated photo images of existing site and adjacent conditions and constraints.
- B. Concept Plans and Graphics: 3-4 Concept Design Plans indicating diverse options and approaches for the park circulation, use spaces, activities, plant material species and types
- C. Design Images: Photos and images of options for paving materials, furniture, plant material, park equipment or other design related images
- D. Refined Concept Plan(s) and Graphics: In response to Parks Committee meeting
- E. Meetings Presentation Material: Provisions for presentation of Concept Plan graphics in the format of choice (Power Point style or graphic boards)

We offer these services on an hourly basis for only the actual time expended by our staff personnel, with a maximum amount of. . .

\$18,000.00

3. Excluded Services: The following services are specifically excluded from this proposal's work scope. These services may be available in the future upon request.

- A. Boundary and Topographic Survey Maps
- B. Water Well hydrology studies or investigations
- C. Preliminary Design Plan: refinements beyond Concepts as outlined
- D. Graphics: 3-D models or sketches, supplemental architectural models, or photo simulations
- E. Cost Estimates: Estimates of construction costs
- F. Additional Meetings beyond the outlined scope (hourly, approximately \$300/one hour meeting)
- G. Community outreach and surveys

- H. Habitat Restoration specific plan
- I. Agency Processing: Submittals and approvals from the County of San Mateo, Coastal Commission, CalTrans, the Army Corps of Engineers and Fish and Wildlife if necessary.
- J. Additional Studies or Reports: Such as geotechnical investigations, biological reports, utility under grounding or environmental studies
- K. Construction and Bid Documents
- L. Construction Administration

We propose to invoice monthly for these services on a time and materials basis per our Fee Schedule, with the above total as a maximum fee. Please note that these services are limited to the above work scope and specifically do not include other phases of services not listed. Major revisions to the project scope or program or other revisions beyond the control of the Landscape Architect shall be Additional Services invoiced on an hourly basis.

Fee Schedule

Principal time	\$160.00 / hr.
Associate time	\$125.00 / hr.
Project Manager time	\$110.00 / hr.
Draftsman time	\$95.00 / hr.
Clerical time	\$65.00 / hr.
Reimbursable expenses:	
Reproductions, postage, delivery	at cost plus 10% handling

Printing and reproduction costs are reimbursable expenses as noted. Billings shall be submitted monthly for the time expended and are due within 25 days or subject to a 1-1/2% interest charge. Kikuchi + Kankel Design Group currently maintains insurance limits of \$1 million general liability and professional liability.

If you have any questions as to the scope of our services and fees, please do not hesitate to call. If you find our proposal acceptable please sign and return one copy as authorization to proceed.

Sincerely,

Agreed and Authorized to
Proceed:
Conceptual Design Phase only

A handwritten signature in black ink, appearing to read "S.T. Kikuchi". The signature is stylized and cursive.

Steven T. Kikuchi, A.S.L.A.
California Registration no. 2005
President, Sr. Principal

Chuck Duffy, General Manager

Date: _____

EXECUTIVE SUMMARY

KIKUCHI + KANKEL DESIGN GROUP



Kikuchi + Kankel Design Group was originally founded in 1984 by Steven T. Kikuchi as "Kikuchi & Associates". In 2005 Christopher Kankel was promoted to Vice President and Junior Principal of the firm. In October of 2013, the firm transitioned to the name "Kikuchi + Kankel Design Group" to better reflect the firm's current structure and ownership.

Located in Half Moon Bay and Los Gatos, California, a majority of Kikuchi + Kankel Design Group's work is within the immediate San Francisco Bay Area. The firm operates as a California Corporation with Steve Kikuchi as Senior Principal and President and Chris Kankel as Junior Principal and Vice President offering a combination of over 60 years of professional experience.

Kikuchi + Kankel Design Group strives for a thorough, open and lasting relationship with all of its clients. Clients recognize the quality of service provided and will hire based upon reputation. Clients identify quality, honesty, integrity and professionalism as the main characteristics of Kikuchi + Kankel Design Group. The satisfaction of past clients is evident by a strong referral system, which provides the bulk of Kikuchi + Kankel Design Group's continuing work.

PROJECT TEAM



Steven T. Kikuchi, President, Senior Principal

POSITION:	President, Senior Principal, Landscape Architect
EDUCATION:	Bachelor of Science, Landscape Architecture, 1977 California State Polytechnic University, Pomona Magna Cum Laude
REGISTRATION:	California State License #2005 Nevada State License #434
PROFESSIONAL SOCIETIES:	American Society of Landscape Architects
COMMUNITY SERVICES: 1990-2000	City of Half Moon Bay Architectural Review Committee, Chairperson, 2005-2011 Blue Ribbon Committee for the establishment of a new Police Facility for the City of Half Moon Bay; Chair 2000-2001 Mac Dutra Park Downtown Merchants Improvements Study City of Half Moon Bay; Lead Moderator, 1997

Mr. Kikuchi's passion for the profession began with his early interest in art and childhood exposure to a family owned horticultural nursery business. This interest resulted in the acquisition of his education at California Polytechnic University in Pomona, California. The foundation for his professional background originated with three years in Southern California and six years with a Bay Area firm. Mr. Kikuchi subsequently founded Kikuchi & Associates in 1984 and has remained Senior Principal with the Kikuchi + Kankel Design Group. Mr. Kikuchi oversees all business and design aspects of the main office in Half Moon Bay.

PROJECT TEAM



Christopher Kankel, Vice President, Junior Principal

POSITION: Vice President, Junior Principal, Landscape Architect

EDUCATION: Bachelor of Science, Landscape Architecture
1990 California Polytechnic State University, San Luis Obispo
ASLA National Award of Merit, 1989

REGISTRATION: California State License #4051

PROFESSIONAL SOCIETIES: American Society of Landscape Architects

Mr. Kankel joined Kikuchi + Kankel Design Group in 1990 upon graduation from Cal Poly University in San Luis Obispo, was promoted to Associate in 1995, achieved the position of Junior Principal in 2000 and became Vice President in 2005. Mr. Kankel's knowledge in construction techniques, graphics, and design principles have been invaluable to the office's growth and maturation. Mr. Kankel has served as Project Manager / Designer for numerous projects including the master plan for the Hewlett Packard Facility - Steven's Creek, Ronnie Lott's Club Fitness in San Jose, Our Lady of Fatima Villa in Saratoga, and numerous residential gardens in Atherton, Woodside, and Saratoga, CA.

PROJECT TEAM



Thomas Conroy, Associate/Project Manager

POSITION: Associate

EDUCATION: Bachelor of Landscape Architecture, 2000
University of Illinois, Urbana-Champaign, IL

National Park Services (Student Conservation Association Intern),
2000 Mammoth Cave National Park, Mammoth Cave, KY

COMMUNITY SERVICES: City of Half Moon Bay Planning Commissioner, 2012-2017
Chair 2014-2016

Since moving to the Bay Area in early 2001, Tom has focused most of his professional career designing and managing the construction of high-end residential landscapes. His extensive construction experience, both in the Bay Area and in his native Chicago, has given him a keen understanding of the intricacies of construction detailing, and the importance that well thought-out details make for the success of the overall landscape. Since joining Kikuchi + Kankel Design Group in 2005, Tom's contributions to the office's drawing and communication technology have been invaluable. Tom was promoted to Associate in early 2008.

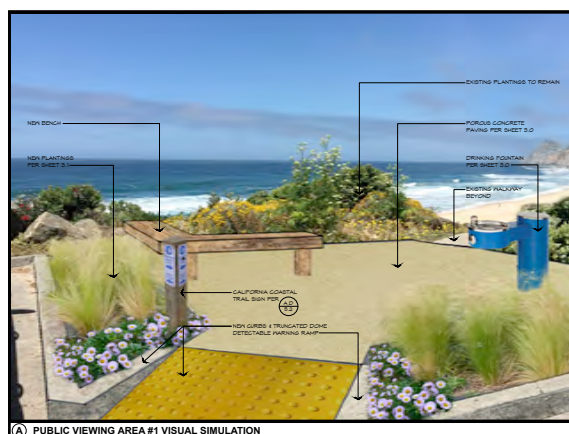
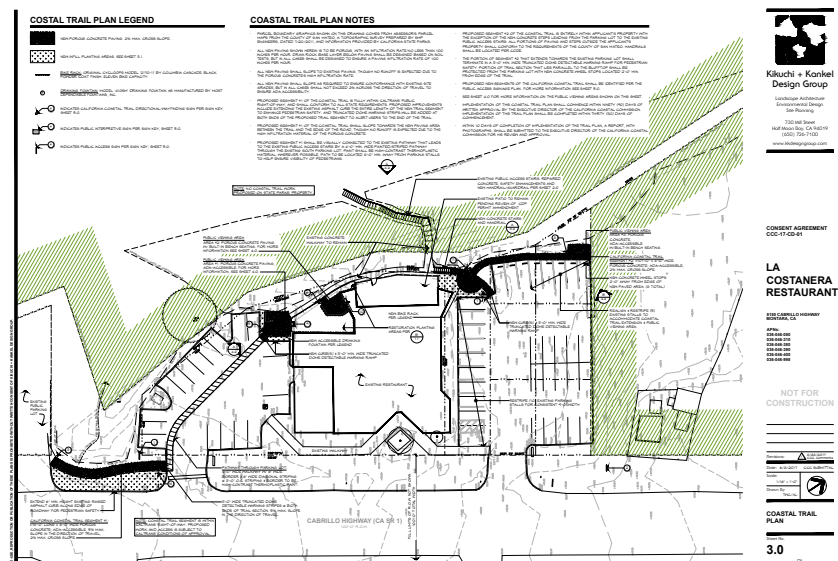
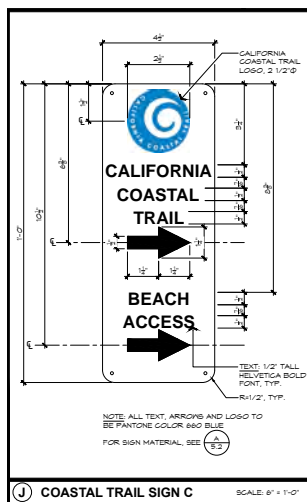
LA COSTANERA RESTAURANT



Kikuchi + Kankel Design Group is currently working with the owners of La Costanera Restaurant in Montara in order to help them comply with Administrative Orders issued by the California Coastal Commission. The scope of work includes the design of two new segments of the California Coastal Trail, three publicly accessible areas for viewing the coast and shore break, public access and wayfinding signage, and safety improvements to the existing public access stairs to the beach.

KKDG provided design plans and details for the hardscape improvements, photo simulations, revegetation and restoration planting plans, signage design and coordination, and related specifications and material selections. In addition to assisting in the processing of the project through the Coastal Commission, KKDG also provided drawings for the permits and miscellaneous approvals required from Caltrans, State Parks, and the County of San Mateo.

This project is in its last stages of approval and the owners anticipate the commencement of construction in Spring of 2018.

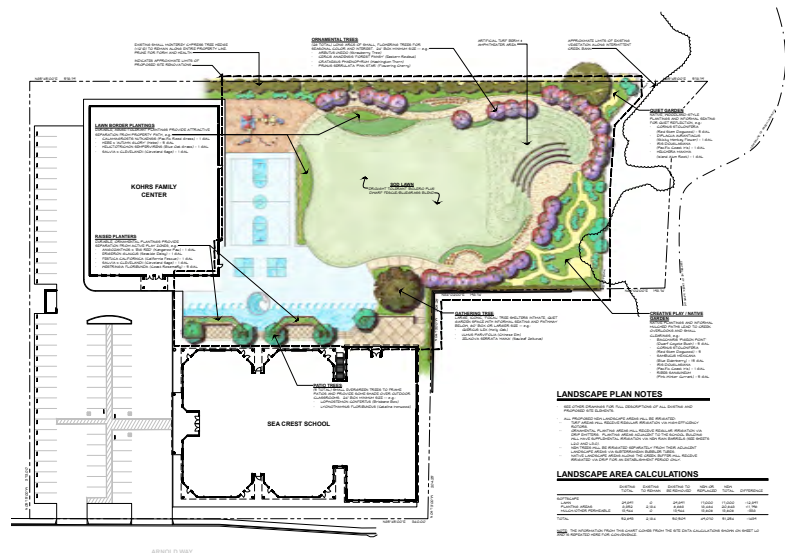


SEA CREST SCHOOL



Kikuchi + Kankel Design Group is currently working with Sea Crest School in Half Moon Bay on plans to renovate the interior play and assembly areas of the schoolyard. The current site will be improved from its rigid, rectilinear arrangement to a more free-flowing, park-like design, befitting its creekside setting.

The scope of work includes new paved terraces adjacent to the existing school building to provide outdoor classroom and learning areas; a reorganization of the structured play areas, including a new basketball court and outdoor lunch areas; a reshaped and improved turf play field; a terraced outdoor amphitheater that overlooks Arroyo Leon Creek; and general site circulation improvements.



KKDG provided conceptual design services, including a 3D model, for community and board review and approval. The project is currently in planning review and as anticipated to commence construction in Summer 2018.





OAK AVENUE PARK - HALF MOON BAY, CA

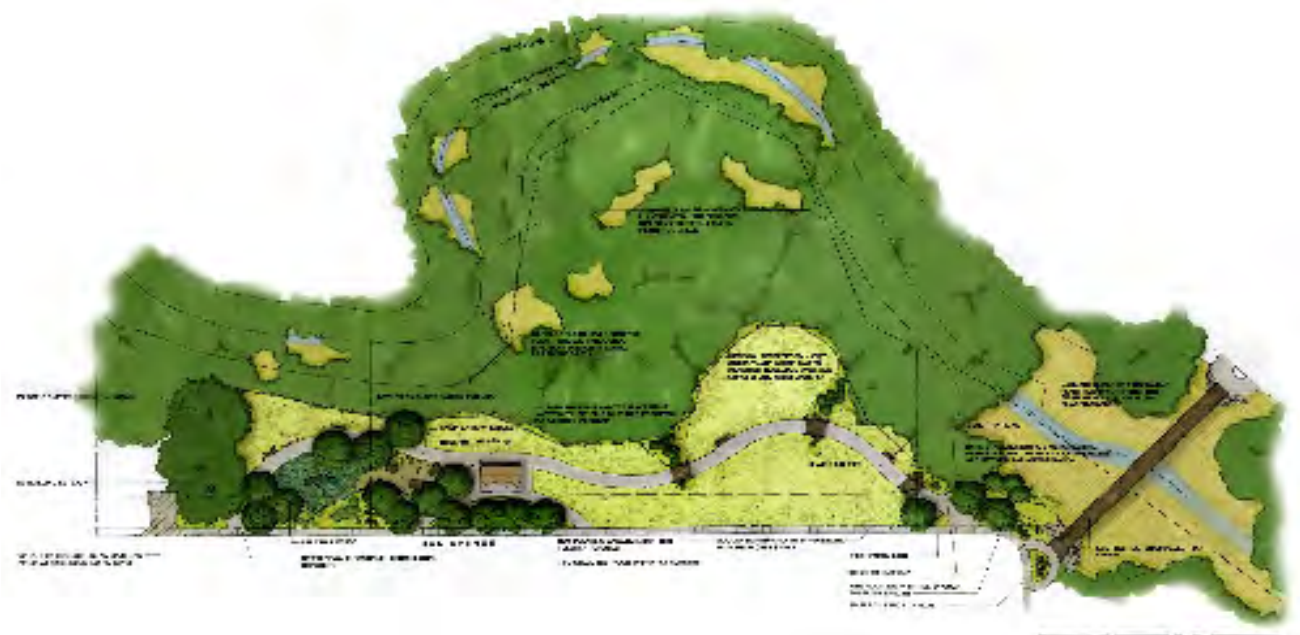
Part 1

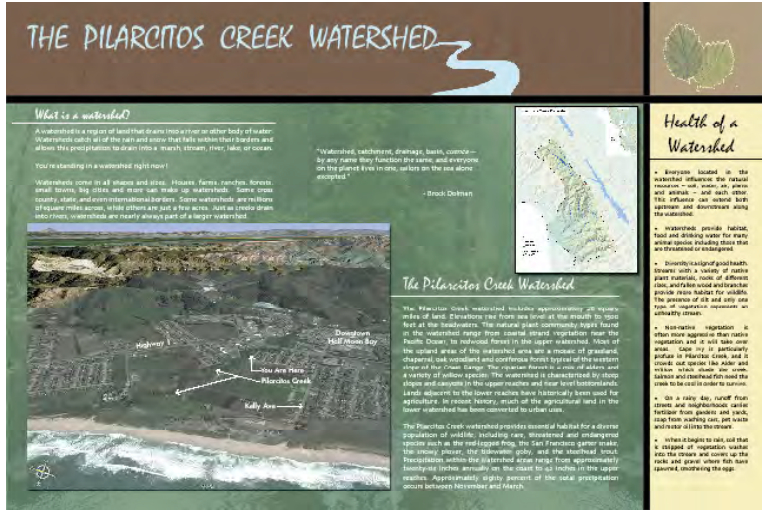
Partially funded by a River Parkways grant, Kikuchi + Kankel Design Group has assisted the City of Half Moon Bay in the design and documentation of this 2.6 acre park. Located adjacent to Pilarcitos Creek, the area is subject to sensitive habitat requirements, necessitating the coordination and involvement of the U.S. Fish and Wildlife Services, Army Corps of Engineers and a wildlife biologist. The facility features passive recreation, including a nature trail, interpretive signage, a prefabricated rest room, a tot lot, and picnic areas. Native plantings and grasses are utilized throughout the site. Mature indigenous cypress and willow trees were preserved and integrated into the design.

In order to satisfy fiscal year funding deadlines, the design, processing through four agency bodies, and construction documents were completed in six months.

Completed in Spring 2007.

Project Principal:	Steve Kikuchi, Kikuchi + Kankel Design Group
Project Manager:	Tom Conroy, Kikuchi + Kankel Design Group
Project Owner:	City of Half Moon Bay Parks and Recreation, (650) 726-8297
	Paul Nagengast: Past Parks and Recreation Director, pnagengast@woodsidetown.org
Contractor:	Andreini Brothers Construction
Contract Amount:	\$82,000.00
Construction Cost:	\$620,000.00





Interpretive signage explains the environmental significance of the adjacent Pilarcitos Creek and its geographic "watershed". It is written for ease of understanding by children in both English and Spanish.

The Tot Lot was designed to blend in with the natural surrounds.



Footpaths, bridges, and seating wind through the "passive" meadow portion of the project.



HIGHLANDS PARK & PLAYGROUND - SAN CARLOS, CA

Kikuchi + Kankel Design Group developed the Master Plan and detailed Playground plans for the second phase of a community park in the San Carlos hills. Planned components include a soccer field, Little League baseball field, walking paths, picnic areas, a snack shack, children's playground and extensive landscape screening. Located at the site of the old San Carlos High School, extensive grading and drainage improvements were implemented. Facilities were also upgraded to meet current disability access requirements. Community involvement included workshops to collect community input, presentation of multiple alternatives to the Parks and Recreation Commission, presentation to the City Council, direct involvement with the AYSO, Little League and adjacent neighbors. The project was completed in June 1998 on schedule and on budget.

Project Principal and Manager: Steve Kikuchi, Kikuchi + Kankel Design Group
Project Owner: City of San Carlos, Jim Skeels, (former City of San Carlos Director of Parks and Recreation), (415) 508-2141, jskeels@ci.brisbane.ca.us
Contract Amount: \$60,000.00
Construction Costs: \$890,000.00



Baseball/soccer field

HIGHLANDS PARK & PLAYGROUND - SAN CARLOS, CA



Children's sand play area.





PESCADERO PLAYGROUND - PESCADERO, CA

Working with the Pescadero Education Foundation, Kikuchi + Kankel Design Group has assisted in the realization of this small coastal town's first community playground. Kikuchi + Kankel Design Group has moderated workshops for neighboring input and design review, developed conceptual designs, and assisted in fund raising strategies. The playground consists of two sections, a toddler playground and a 7-12-year-olds playground, with a design theme that respects the subtle coastal hillside environment, the fishing/farming history of the area and the multi-cultural make up of the community. Grants and the fund-raising efforts have totaled 80% of the project cost to date. First phase of construction completed in Fall of 1998, second phase completed in 2000.

Project Principal and Manager: Steve Kikuchi, Kikuchi + Kankel Design Group
Project Owner: La Honda / Pescadero Unified School District
Contractor: 100% community volunteers constructed





Kikuchi + Kankel Design Group is currently the Landscape Architect for the Town of Atherton projects within the historic 22-acre Holbrook-Palmer Park. A recently completed Park Master Plan is the guide for multiple improvement projects that will be implemented over the next decade. Kikuchi + Kankel Design Group provides area-specific design and construction documents for selected area improvements as determined by the Town. Over the past 18 months, Kikuchi + Kankel Design Group has worked on six distinctly different projects with the park. Each project involves community meetings, interaction with the Town staff, and often presentation to the Parks and Recreation Department as well as to the Town Council.

Principal and Project Manager: Christopher Kankel, Kikuchi + Kankel Design Group
Project Owner: Town of Atherton, Duncan Jones, representative, djones@ci.atherton.ca.us
Contract Amount: \$40,000.00
Construction Cost: \$400,000.00

FOUNTAIN

Because of the Park's colorful past and its varied historical features, design is often influenced by historical characteristics and cues. A historic, century-old fountain is a favorite feature for park visitors. Recently removed and refurbished, the fountain was to be reinstalled in accordance with the Master Plan. Kikuchi + Kankel Design Group sited the fountain and designed a surrounding area in keeping with the period of the fountain while at the same time engineering the fountain to meet today's standards.





PHOTO SIMULATION

In need of additional storage space for events equipment, the Town considered installing a shed near a parking lot to accommodate their needs. To accurately convey to the Council what the visual implications of the shed would be, Kikuchi + Kankel Design Group produced photo simulations showing the possible options. This project was completed on time at approximately 60% of the budget.



BRISBANE PLAYGROUND - BRISBANE, CA



Kikuchi + Kankel Design Group has completed conceptual designs for a new playground in Brisbane's Central Park. Kikuchi + Kankel Design Group moderated numerous public input meetings with interested residents which led to the design of an "interactive" and educational playground. Its adjacency to the San Bruno Mountain open space with its diverse biotic environment drove the playground's design to physically replicate the mountain landforms and a theme reflective of the flora and fauna distinctive to the mountain. Educational storyboards and a subtle physical theme will provide familiarity and appreciation of nature.

The project is currently seeking additional funding prior to commencing Final Design and approval from the City Council.

Project Principal: Steven Kikuchi, Kikuchi + Kankel Design Group
Project Manager: Warren Barnes, Kikuchi + Kankel Design Group
Project Owner: City of Brisbane, Parks, Recreation and Beaches Dept.
Jim Skeels (415) 508-2141, jskeels@ci.brisbane.ca.us
Construction Cost: \$400,000 (estimate)





CROCKER RECREATION LOOP - BRISBANE, CA

In 2005, Kikuchi + Kankel Design Group completed the Trail Master Plan for the Crocker Park Business and Industrial Area. Utilizing an abandoned railroad right-of-way, a loop trail system links historic Brisbane with newer recreation facilities, housing and San Bruno Mountain trails. The trail has been developed to serve pedestrians, hikers, bicyclers, and in line skaters. Framework of the trail installed in 2006 with additional improvements in the future.

Project Principal: Steve Kikuchi, Kikuchi + Kankel Design Group
Project Manager: Warren Barnes, Kikuchi + Kankel Design Group
Project Owner: Jim Skeels - City of Brisbane, Director of Parks, Recreation & Beaches,
(415) 805-2141, jskeels@ci.brisbane.ca.us
Contractor: Jathaway Dinwiddie Construction
Contract Amount: \$14,000.00 (Design Phase only)





SAN MATEO JAPANESE GARDEN - SAN MATEO, CA

Kikuchi + Kankel Design Group has completed the design and documentation for the renovation of the acclaimed San Mateo Japanese Garden in Central Park. Originally constructed in 1966, the one acre site is in need of major upgrades and repair. Work to be implemented includes: new paths, and paving bring the garden to ADA standards, a new irrigation system, a signage program, new lighting, a security system and new plantings to restore the gardens authenticity. Work completed in 2007.

Project Principal: Steve Kikuchi, Kikuchi + Kankel Design Group
Project Manager: Tom Conroy, Kikuchi + Kankel Design Group
Project Owner: City of San Mateo, Parks and Recreation Division, (650) 522-7540
Contractor: Scapes Landscape Construction





ARNOLD WAY PARK - HALF MOON BAY, CA

The design of Arnold Way Park in 2001 included the incorporation of numerous elements greatly in need by the community. Some elements included an amphitheatre/stage, community garden, playground, rest rooms, lawn play areas, basketball court and on-site parking. The park will act as the interface between diverse groups: senior housing, an elementary school, and low-income housing. The design concept incorporates themes of the local community, including the coastal environment, agricultural industry, and ethnic diversity. Pre existing contaminated soil mitigation and storm water retention issues are also addressed. The City is currently seeking funds for construction.

Project Principal: Steve Kikuchi, Kikuchi + Kankel Design Group
Project Manager: Christopher Kankel, Kikuchi + Kankel Design Group
Project Owner: City of Half Moon Bay, Parks and Recreation Department



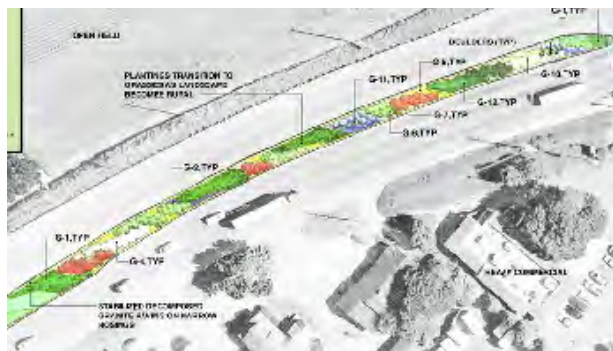


HIGHWAY 1 MEDIAN LANDSCAPING - HALF MOON BAY, CA

Kikuchi + Kankel Design Group has master planned and documented improvements for the medians between the south bound and north bound lanes through the City of Half Moon Bay. As part of Caltrans jurisdiction, the medians are required to meet all of the state highway regulations including setbacks, signage, plant materials and plant heights.

Designing the medians provided Kikuchi + Kankel Design Group with an opportunity to draw attention not only to the existence of the City, but also to the character of the surrounding environment. The goal was to condense the rural, coastal and agricultural nature of Half Moon Bay into a transitional experience for those passing through the City. Using plant materials indigenous to, or reminiscent of, this coastal and farm community, Kikuchi + Kankel Design Group designed the plantings to reflect the floraculture, provide movement and color and emphasize and de-emphasize views. The design also recognized and complements the color and materials of a beach environment as well as the landform's of the adjacent coastal hills. Construction to commence in Spring 2009 pending funding approval.

Project Manager: Tom Conroy, Kikuchi + Kankel Design Group
Project Owner: City of Half Moon Bay Public Works Department





Ecological Concerns Inc.

Ecological Landscapes
Habitat Restoration
California Native Plants

Office (831) 459-0656
Fax (831) 457-1606
CCL #778397

December 8, 2017

Granada Community Services District (GCSD)
RE: Burnham Strip Park Project
El Granada, CA

Dear GCSD Committee,

Thank you for contacting Ecological Concerns Incorporated (ECI) and giving us the opportunity to provide you with custom ecological landscape services. As an ecological landscape firm with over 25 years of experience, we are confident we can help you develop your landscape with the highest level of sustainability, beauty, and functionality.

The attached scope of work and estimate includes three concept plans for the design of a community passive park at Burnham Strip Park in El Granada, CA. All concept plans will address the parameters we discussed including the design of a plaza at the end of Avenue Portola containing seating that utilizes the ocean view and also incorporates and enhances the nearby drainage system. The park concepts will also feature a large community green for passive recreation and multiple designs for a permeable trail system that traverses the length of the park.

If this proposal is acceptable, please initial the scope, sign the attached contract agreement and send the signed agreement and deposit to 125 Walk Circle, Santa Cruz CA 95060. If you would like any changes to the contract or have any questions, please contact us.

We look forward to working with you on this project.
Sincerely,

Jessica Benet

Project Manager | Landscape Designer
jbenet@ecologicalconcerns.com | 831.713.6431

John Morley

Project Manager | Ecologist
jmorley@ecologicalconcerns.com | 831.319.2571 (cell)

Inclusions:

- 1) Cost and Scope Proposal
- 2) Contract Agreement
- 3) Firm Qualifications
- 4) Selected Project Experience



Ecological Concerns Inc.

Ecological Landscapes
Habitat Restoration
California Native Plants

Office (831) 459-0656
Fax (831) 457-1606
CCL #778397

Cost and Scope of Design Services

Item #	Task	Rate	Hours	Qty	Total
1	Concept development & Drafting	\$120	16	3	\$5,760
3	Meetings & Coordination with client	\$120	11	2	\$2,640
TOTAL					\$8,400

Landscape Design –The cost and scope will include the following tasks:

1. Concept Development & Drafting for 3 concept plans
 - i. Courtyard Concept incorporating seating and drainage enhancement
 - ii. Community green concept
 - iii. Path design concept
 - iv. Planting layout concepts
 - v. Drawings will be hand drafted to remain informal for public presentation.
2. Meetings & Coordination with client
 - i. 1 Meeting with the GCSD Board, presentation included
 - ii. 1 Meeting with the Parks Committee, presentation included
 - iii. Continued communications and support with client through email and phone conversations

Exclusions

1. All work not specified above.
2. Permits or fees are excluded.
3. Site surveying is excluded.
4. Liability for delays caused by others, or other reasons out of ECI control.
5. Design beyond conceptual phase is excluded
6. Revisions are excluded. The fee for revisions, if needed, will be determined based on extent, and charged at the standard design rates of \$120/hour for Landscape Designer.
7. Public management and community outreach is excluded.
8. Habitat restoration plan, planting plan is excluded.

Client Initials



Ecological Concerns Inc.

Ecological Landscapes
Habitat Restoration
California Native Plants

Office (831) 459-0656
Fax (831) 457-1606
CCL #778397

Contract Agreement for Design Services

This **AGREEMENT** is between:

Contractor: _____ and
Ecological Concerns Incorporated
125 Walk Circle
Santa Cruz, CA 95060
CA Contractors Lic. No. 778397

Client: _____
Granada Community Services District
Post Office Box 335
El Granada, CA 94018

I. Scope of Services

Ecological Concerns Incorporated (ECI) will provide design services in order to complete the work items delineated in 'Attachment 1 - Scope of Services'. Changes to the Scope of Services shall be agreed upon in writing between ECI and the Client.

II. Time of Completion

ECI will provide the services as per a schedule mutually agreed upon with the Client.

III. The Contract Price and Payment

The contract price for **Landscape Design** is **\$8,400**. The **down payment** to begin design work is **\$2,100** due upon signing this contract. There will be **one progress billing** of **\$4,200** due after the final presentation with board members, and **one final payment of \$2,100** after completion of design. Payment is due upon receipt of invoice. ECI will charge 2% interest per month (24% APR) on all late payments.

IV. General Provisions

1. ECI shall complete all work in a professional manner and in compliance with all standard and legal practices.
2. ECI warrants that it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of ECI or its employees.
3. The Client is responsible for obtaining and maintaining all the necessary work permits.
4. The Client will alert ECI of all property lines and any known hazards at the job site.
5. The Client is responsible for having the jobsite accessible in order for work to commence.
6. ECI is not responsible for work delays due to factors beyond ECI's control.
7. ECI reserves the right to reschedule work, as necessary, due to unforeseen conditions.
8. ECI is not responsible to perform any additional work due to any and all acts beyond ECI's control that damage work already completed, including all acts of God, vandalism and animal impacts.
9. All change orders shall be made in writing and signed by both the Client and ECI, and shall be incorporated in and become part of this contract.
10. ECI will charge 2.0% interest (24% APR) to all invoices over thirty (30) days late.



Ecological Concerns Inc.

Ecological Landscapes
Habitat Restoration
California Native Plants

Office (831) 459-0656
Fax (831) 457-1606
CCL #778397

11. In the event that ECI has to file a lien against the property of the client in order to collect money due for materials and services, the client agrees to pay a 5% collection fee plus legal expenses in addition to the outstanding balance owed ECI.

IN WITNESS WHEREOF, the parties have executed this agreement and the incorporated terms and conditions:

_____ **Date:**

_____ **Date:**

Josh Fodor _____, **President**

GCSD, Client _____

California Required Legal Notice to Owner

Under the California Mechanics’ Lien Law, any contractor, subcontractor, laborer, supplier or other person or entity who helps improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your home, land or property where the work was performed and to sue you in court to obtain payment. This means that after a court hearing, your home, land or property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the contractor’s subcontractors, laborers or suppliers remain unpaid.

To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or materials suppliers are each required to provide you with a document called a “Preliminary Notice”. Contractors and laborers who contract with the owner directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. It’s purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to protect their rights, potential claimants must file a mechanic’s lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanic’s lien against your property is 90 days after substantial completion of your project.

Client Initials



Ecological Concerns Inc.

Ecological Landscapes
Habitat Restoration
California Native Plants

Office (831) 459-0656
Fax (831) 457-1606
CCL #778397

Firm Qualifications

Firm Description and Structure:

Ecological Concerns Incorporated (ECI) is a design-grow-build habitat restoration consultant, ecological landscape contractor and California native plant nursery established in 1992 in Santa Cruz, California. Ecological Concerns Inc. designs, implements and manages ecological restoration plans, vegetation management plans, habitat conservation plans and large commercial landscapes. ECI's scope includes:

- Landscape design
- Detailed plans and specifications
- Biological surveys
- Environmental permit preparation
- Erosion control & SWPPP consulting
- Site-specific seed collection
- Native plant propagation
- Site preparation
- Soil and plant salvage
- Invasive plant management
- Irrigation system design-build
- Hydro-seeding & plant installation
- Long-term maintenance and monitoring

ECI has a 25-year track record of successfully implementing habitat restoration projects. We excel at meeting stringent, permit-driven, success criteria on time and on budget for public and private clients throughout our territory.



Staff Bios:

Josh Fodor: Principal & RMO, CNRP, CPESC, QSD/QSP, QAL

Josh is a Certified Natural Resource Professional and Certified Professional in Erosion and Sediment Control. He is the Responsible Managing Officer for Contractors License and holds the Qualified Applicators License. He has 25 years experience in ecological landscape and habitat restoration projects. Josh oversees all aspects of project development and implementation, including contract administration, permitting, budget preparation, cost accounting, quality assurance, and reporting. He takes personal responsibility for every project and guarantees 100% customer satisfaction.

Bill Halleck: Senior Designer and Project Manager, Certified Professional in Erosion and Sediment Control #6183

Bill has over 30 years of experience in landscape architecture, land conservation and greenway planning, environmental impact reporting, habitat restoration, construction management, environmental resource permitting, and erosion control. Fifteen of those years were spent as a landscape architect for the City of San Jose. In addition he offers our clients expertise in project management on multidisciplinary jobs that have included creek trails, public park and open space planning, riparian and wetland revegetation, residential, commercial and municipal developments, as well as stormwater management.

John Morley: Project Manager

John is a restoration ecologist with a degree in Environmental Management and Protection. He has recent experience coordinating field operations for large restoration projects including CSSA and Sunol WTP. He is responsible for coordinating all project submittals, RFIs, materials acquisitions, equipment scheduling and compiling daily job logs and safety reports.

Jessica Benet: Landscape Designer

Jessica is a landscape designer certified through the landscape architecture program at UC Berkeley extension. She has a broad experience in private and public landscape design with a focus on alternative water systems, extensively trained in greywater and rainwater design. She enjoys designing ecological systems that decrease storm water runoff and enhances local watersheds. Her most recent project involves the design of a large eco-friendly community development with a shared outdoor living space.



Ecological Concerns Inc.

Ecological Landscapes
Habitat Restoration
California Native Plants

Office (831) 459-0656
Fax (831) 457-1606
CCL #778397

Attached: **Selected Project Experience:**



Ecological Concerns Inc.

Ecological Landscapes
Habitat Restoration
California Native Plants

Office (831) 459-0656
Fax (831) 457-1606
CCL #778397

ROSICRUCIAN LABYRINTH PROJECT

SAN JOSE, CA



PROJECT GOALS:

Landscape Beautification;
Water Conservation; Reduced
Maintenance; Planting of Natives
for Habitat Enhancement

OWNER:

Rosicrucian Order AMROC

ARCHITECT & CONSTRUCTION

GENERAL:

Prodis Associates Architects
Blach Construction

The new Labyrinth at the Rosicrucian museum is based on the design of the Chartres Labyrinth, which has inspired spiritual wayfarers for at least 750 years. The paths will be surrounded by native plants which create the outline of the labyrinth design. Around that will be an oak grove, sacred in many of the ancient mystery traditions. The entrance to the Labyrinth is also filled with cactuses and succulents set into a gravel rock garden.

The new Labyrinth at Rosicrucian Park, will require little or no irrigation, resulting in a savings of hundreds of thousands of gallons of water each year. There were more than 1,000 new trees, shrubs and grasses planted in the new Labyrinth, including many that attract and provide habitat for local birds and butterflies.



RELATED PROJECTS:



Residential Landscape and Rainwater Design
Rainwater Harvesting System



Egyptian Museum Lawn Replacement
Landscape Design; Lawn Removal;
Project Management; Irrigation



Hellyer Median Ave Design
Native Plant Palette; Native



Ecological Concerns Inc.

Ecological Landscapes
Habitat Restoration
California Native Plants

Office (831) 459-0656
Fax (831) 457-1606
CCL #778397

EDITH PARK RESTORATION ALONG ADOBE CREEK

TOWN OF LOS ALTOS HILLS, CA



PROJECT GOALS:

Protect Channel from Erosion; Removal of Invasive Species; Improve Native Plant Diversity; Provide Public Outreach and Education

OWNER:

Town of Los Altos Hills

CONTRACTOR:

Ecological Concerns Incorporated

ENVIRONMENTAL PLANNER & LANDSCAPE ARCHITECT:

Ecological Concerns Incorporated

PROJECT VALUE:

\$120,000

COST CONTROL METHODS:

Integration of volunteer planting; ECI was able to add value engineering to the design because of the firm's extensive experience in the installation and maintenance of these projects and scope.

AWARDS: First Place for Best Public Works Installation from the San Francisco Bay Area Chapter of CLCA.

Ecological Concerns Inc collaborated with the Town of Los Altos Hills to secure an \$83,000 grant for restoration of a seasonal creek. The native habitat in Edith Park had become overgrown with invasive species, compromising the area's biodiversity. By removing invasive species and planting native varieties, the project aims to increase native plant diversity along the restored stretch of Adobe Creek and boost habitat quality along the riparian corridor. Local students volunteered for the planting and ECI provided a hands on training to compliment their Environmental Science classes. The installation of native plants was finished in mid-December of 2013 and maintenance and monitoring of the work will continue through 2016.

PROJECT SERVICES:

Grant Writing; Biological Assessment; Riparian Restoration Design; Erosion Control; Invasive Species Removal; Riparian and Oak Woodland Plant Installation; Project Oversight; Maintenance and Monitoring

RELATED PROJECTS:



Alba Triple M Ranch Restoration
Wetland Design; Site Specific Seed



Stevens Creek Corridor Phase 1
Erosion Control, Hydroseeding;



O'Keefe Open Space Preserve Restoration
Grant Writing; Biological Assessment;



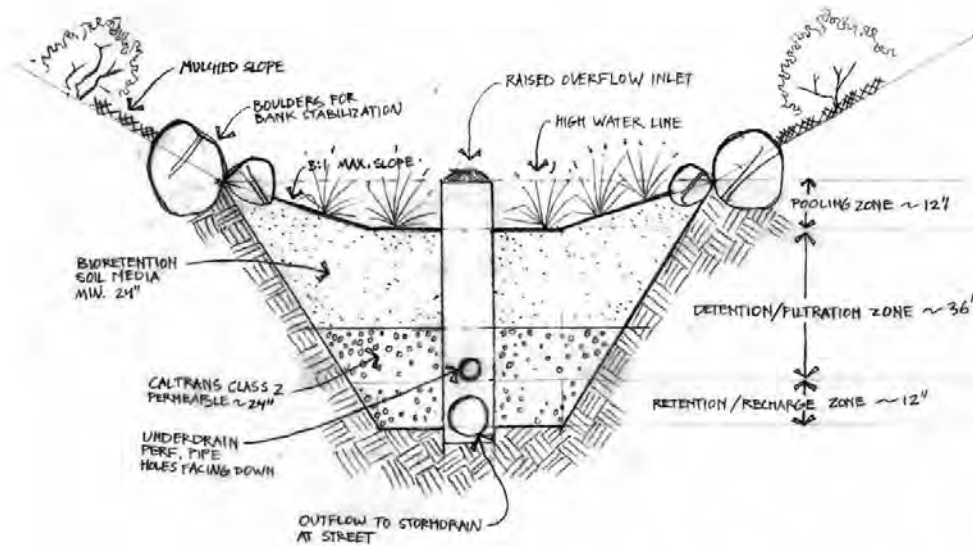
Ecological Concerns Inc.

Ecological Landscapes
Habitat Restoration
California Native Plants

Office (831) 459-0656
Fax (831) 457-1606
CCL #778397

MEMORY CARE STORMWATER PLAN AND RAIN GARDEN LANDSCAPE DESIGN

SANTA CRUZ, CA



RAIN GARDEN SECTION

Dakotah Bertsch 4/24/14

PROJECT GOALS:

Ecological Landscape Design, Stormwater Management Planning, Groundwater Retention

LANDSCAPE DESIGNER:

Dakotah Bertsch

DEVELOPER:

Seasons Management

Estimated Construction Costs:

\$200,000

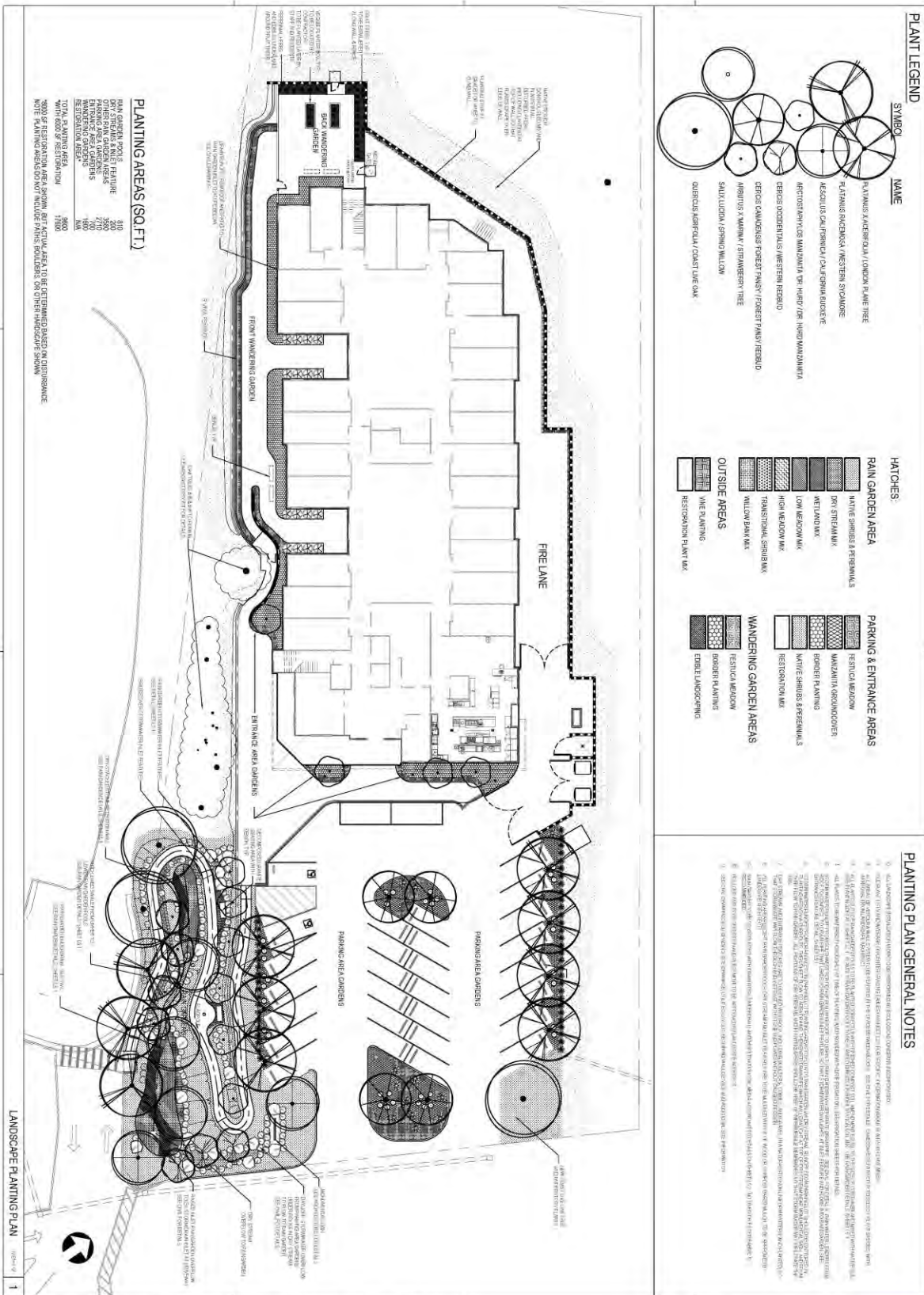




Ecological Concerns Inc.

Ecological Landscapes
Habitat Restoration
California Native Plants

Office (831) 459-0656
Fax (831) 457-1606
CCL #778397



PLANTING AREAS (SQ. FT.)

RAIN GARDEN	318
OTHER PAVED GARDEN AREAS	2600
ENTRANCE AREA GARDENS	770
WANDERING GARDEN	1800
ENTRANCE AREA GARDENS	1800
WANDERING GARDEN	1800
ENTRANCE AREA GARDENS	1800
TOTAL PLANTING AREA	11800

NOTE: PLANTING AREAS SHOWN ARE ESTIMATED BASED ON DISTRIBUTION. NOTE: PLANTING AREAS DO NOT INCLUDE PAVED AREAS OR OTHER HARDWARES SHOWN.

HATCHES

	RAIN GARDEN AREA
	NATIVE GRASSES & PERENNIALS
	ORNAMENTAL GRASSES
	WETLAND PLANTING
	LOW MEADOW PLANTING
	HIGH MEADOW PLANTING
	WETLAND PLANTING
	OUTSIDE AREAS
	VINE PLANTING
	RESTORATION PLANTING
	PARKING & ENTRANCE AREAS
	FESTUCA MEADOW
	WANDERING PLANTING
	NATIVE GRASSES & PERENNIALS
	RESTORATION PLANTING
	WANDERING GARDEN AREAS
	FESTUCA MEADOW
	WANDERING PLANTING
	EARTH LANDSCAPING

PLANTING PLAN GENERAL NOTES

1. ALL PLANTING MATERIALS SHALL BE INSTALLED AND MAINTAINED AS SPECIFIED.
2. ALL PLANTING MATERIALS SHALL BE INSTALLED AND MAINTAINED AS SPECIFIED.
3. ALL PLANTING MATERIALS SHALL BE INSTALLED AND MAINTAINED AS SPECIFIED.
4. ALL PLANTING MATERIALS SHALL BE INSTALLED AND MAINTAINED AS SPECIFIED.
5. ALL PLANTING MATERIALS SHALL BE INSTALLED AND MAINTAINED AS SPECIFIED.
6. ALL PLANTING MATERIALS SHALL BE INSTALLED AND MAINTAINED AS SPECIFIED.
7. ALL PLANTING MATERIALS SHALL BE INSTALLED AND MAINTAINED AS SPECIFIED.
8. ALL PLANTING MATERIALS SHALL BE INSTALLED AND MAINTAINED AS SPECIFIED.
9. ALL PLANTING MATERIALS SHALL BE INSTALLED AND MAINTAINED AS SPECIFIED.
10. ALL PLANTING MATERIALS SHALL BE INSTALLED AND MAINTAINED AS SPECIFIED.

TABLE OF CONTENTS

1.0	GENERAL NOTES
2.0	PLANTING PLAN
3.0	PLANTING SPECIFICATIONS
4.0	PLANTING MATERIALS
5.0	PLANTING METHODS
6.0	PLANTING SCHEDULE
7.0	PLANTING COSTS
8.0	PLANTING CONTRACT
9.0	PLANTING AGREEMENT
10.0	PLANTING WARRANTY

SANTA CRUZ MEMORY CARE CENTER
150 JEWELL STREET
SANTA CRUZ, CA 95060

L110

DATE: 11/11/11

SCALE: AS SHOWN

PROJECT: SANTA CRUZ MEMORY CARE CENTER

CLIENT: SANTA CRUZ HEALTH SERVICES

DESIGNER: ECOLOGICAL CONCERNS INCORPORATED

PROJECT NO: 110

DATE: 11/11/11

SCALE: AS SHOWN

PROJECT: SANTA CRUZ MEMORY CARE CENTER

CLIENT: SANTA CRUZ HEALTH SERVICES

DESIGNER: ECOLOGICAL CONCERNS INCORPORATED

PROJECT NO: 110



**Granada Community Services District
Burnham Strip Park Project**

Proposal for Landscape Architectural Services

December 6, 2017

Taniguchi Landscape Architecture

CLA 2942

1013 South Claremont St.
Ste 1
San Mateo, CA 94401

Tel 650-638-9985
Fax 650-638-9986

SCOPE OF SERVICES

1.00 PREPLANNING

1. Compile base geographic information such as topographic survey and/or aerial photograph.
2. Site visits.
3. Prepare site analysis plan. Plan scaled to fit a standard 30" x 42" sheet and color rendered.

2.00 CONCEPTUAL PARK PLANS

1. Prepare three alternative park plans to test park program on site plan. Plans scaled to fit a standard 30" x 42" sheet and color rendered.
2. Granada Community Services District Board meeting to present three alternative park plans and answer questions.
3. Public meeting to present three alternative park plans and answer questions.

PROPOSED FEES

Preplanning: \$2,500.00

Conceptual Park Plans: \$12,500.00

Taniguchi Landscape Architecture

CLA 2942

1013 South Claremont St.
Ste 1
San Mateo, CA 94401

Tel 650-638-9985
Fax 650-638-9986

RECOMMENDED SERVICES

1. Meetings:

One to present and review preplanning products prior to beginning park plans

One to present and review the alternative park plans prior to a District Board meeting.

Fee for each meeting: \$400.00

2. Perspective Drawings: To present the park plan in 3D format.

Estimated cost per drawing: \$2,500 to \$3,500 depending upon technique and level of detail.

Taniguchi Landscape Architecture

CLA 2942

1013 South Claremont St.
Ste 1
San Mateo, CA 94401

Tel 650-638-9985
Fax 650-638-9986

APPENDIX A:
SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

Effective: January 1, 2014

Personnel	Billing Rate Per Hour
Principal	\$165.00
Director	\$145.00
Senior Associates	\$135.00
Associates and Project Managers	\$125.00
Assistants	\$100.00
Secretary	\$50.00

Direct Expenses:

Reimbursable expenses shall be provided at cost plus a 15% administration charge.

Travel:	Company vehicle	48.5¢ per mile
	Auto rental	Actual rate
	Airfare	Actual rate (tourist rate where feasible)
Per Diem:	Actual out-of-pocket expenses for meals and lodging	

Taniguchi Landscape Architecture

CLA 2942

1013 South Claremont St.
Ste 1
San Mateo, CA 94401

Tel 650-638-9985
Fax 650-638-9986

Taniguchi Landscape Architecture

WHO WE ARE: Taniguchi Landscape Architecture is a landscape architecture firm, located between San Francisco and Silicon Valley in San Mateo, California. Founded by Dennis Taniguchi and reflecting his professional background, the focus on regional projects embraces an unusually wide variety of work for a diversity of clients, including architecture firms, engineering firms, developers, municipalities, agencies, and individuals. In particular, we have earned an impressive corporate client base of well-known names with national and global presence.

OUR PHILOSOPHY: We design from a conceptual viewpoint, always striving to emphasize or enhance the unique qualities of each site, the site's existing architecture, and how the occupants use the site. Taking a broader point of view means looking beyond the immediate when problem solving, and bringing insightful concepts that carry through to every aspect of the project. Furthermore, we are committed to making clients part of the process, seeking their input, establishing service expectations, and demonstrating a complete understanding of schedules, project budgets, and construction technology and costs. Because we have covered the spectrum of engagement roles -- sometimes functioning as prime, sometimes as subconsultants -- we understand the nuances required to coordinate between consultants and assist when we are not prime. As a result, we excel at troubleshooting the details sometimes overlooked by consultants, such as accessibility, drainage, grading, signage, lighting, and pedestrian and vehicular circulation.

SCOPE AND EXPERIENCE: We have proven ourselves in a diversity of undertakings -- from master plans for thousands of acres to closet-size private gardens. Projects include site master planning, urban design, park and recreational design, hotel, institutional, campus, civic, commercial and office project design, industrial facility design, research and development facility design, multiple-family residential, estate design, and private garden design. Our capabilities embrace pre-development planning, construction drawings, construction administration and observation, and site management assistance -- which includes the development of maintenance manuals and programs and on-going support that help protect client investment. After construction, we can conduct post-occupancy evaluations on the health of the landscape, the integrity of materials and construction, and on user needs.

SPECIAL CAPABILITIES: We are particularly adept at managing public participation in projects, from presentations, to participatory design workshops, to collaborating with regulatory agencies in order to secure permits and approvals. Moreover, our service ethic is without peer, and is the foundation of our ability to deliver complex projects.

OVERALL DIFFERENTIATOR: We offer the design finesse you would expect from a nimble owner-operated consultancy, in which the principals stay constantly involved -- from every project's first meeting to the final installation. Moreover, we support the breadth of capabilities and depth of expertise associated with a larger firm, and professionalism that focuses on meeting client needs. We always strive to give projects a distinctly memorable identity that defies any typical or stamped signature "look," and that brings some extra effort by methods bold, subtle, or refined, which raises the results to a higher standard.

Taniguchi Landscape Architecture

CLA 2942

1013 South Claremont St.
Ste 1
San Mateo, CA 94401

Tel 650-638-9985
Fax 650-638-9986

DENNIS M. TANIGUCHI**PRINCIPAL**

State of California Professional Registration - Landscape Architecture
California License #2942

Professional Experience

2009 – present	Taniguchi Landscape Architecture San Mateo, CA	Principal
1990 - 2009	Cottong and Taniguchi Burlingame, CA	Principal
1989 - 1990	Brent Cottong Associates Burlingame, CA	Associate Director
1986 - 1989	Hargreaves Associates San Francisco, CA	Project Manager
1985 - 1986 1984 Summer 1983 Summer	Ken Kay Associates San Francisco, CA	Associate

Academic Experience

1985	Masters of Landscape Architecture College of Environmental Design University of California, Berkeley
1978	Bachelor of Arts, Biological Sciences College of the Pacific University of the Pacific Stockton, CA

Awards

1985	American Society of Landscape Architects Merit Award for Excellence in the Study of Landscape Architecture
1985	Fred B. Barlow Jr. Award — for Outstanding Achievement in Design, Southern California Chapter of the American Society of Landscape Architects
1985	Thomas Church Award — Second Prize
1984 - 1985 1983 - 1984	Regent's Fellowship University of California, Berkeley

Taniguchi Landscape Architecture

CLA 2942

1013 South Claremont St.
Ste 1
San Mateo, CA 94401

Tel 650-638-9985
Fax 650-638-9986

Principal: Dennis Taniguchi

CLA #2942 Year Registered: 1989

Civic and Institutional Project Experience:

Dennis has served as the Principal-in-charge and designer for a broad range of projects for both private and public sectors. Public sector work includes parks and open spaces; streetscapes; design guidelines; and buildings such as museums, fire stations, offices, schools; and libraries.

His private sector project background includes corporate headquarters/campus industrial sites; retail; master planning; hotel and resorts; medical/laboratory; and housing.

Dennis has recently been the Principal-in-charge and lead designer for the landscape of nine branch libraries for the City of San José: Solari Park/SevenTrees Branch Library and Community Center (LEED Gold), Pearl Branch Library, Cambrian Branch Library, Santa Teresa Branch Library (LEED Silver), East Carnegie Branch Library (LEED Silver), Calabazas Branch Library (LEED Silver application), Willow Glen Branch Library, Joyce Ellington Branch Library, and Alum Rock Branch Library (2006 SCVURPPP Site Designs for Improving Water Quality Award).

Dennis' educational background includes a degree in biological sciences which facilitates the translation of ecological data into effective design decisions. A number of projects are LEED certified up to the platinum level or adhere to principles of sustainable design and construction.

Taniguchi Landscape Architecture

CLA 2942

1013 South Claremont St.
Ste 1
San Mateo, CA 94401

Tel 650-638-9985
Fax 650-638-9986

TANIGUCHI LANDSCAPE ARCHITECTURE
OUTLINE OF SELECTED PARKS, PUBLIC WORK AND RELEVANT PROJECTS

Project Name	Description	Client/Architect
A. Parks and Open Space		
1 Edenvale Garden Park San José, CA	Master plan for a twenty-acre park adjacent to the historic Hayes Mansion. Est. const. costs: 11 million	San José Public Works Tom McLauchlan All master plan work completed on schedule in 6 months.
2 Edenvale Garden Park Phases 4 & 5 San José, CA	Play lot, restrooms, picnic area. \$850,000.00	San José Parks and Recreation Department
3 Aborn Park San José, CA	Master planning through implementation including public presentations for this neighborhood park and public library project. Planting, irrigation and drainage designed for lawn play areas. The design encouraged informal activities and discouraged active recreation due to residential adjacencies. Phase 1: \$350,000.00	San José Public Works
4 Library West Plaza/Hilton Towers Hotel San José, CA	Full services for an urban plaza in downtown San José. Connecting pedestrian circulation from the Light Rail, Hilton, Library and the Convention Center. Est. 750,000.00 Bid \$715,000.00	San José Redevelopment Agency
5 Bernal Park San José, CA	Master plan and implementation of 5 acre neighborhood park. Includes softball and soccer fields, pedestrian paths, seating and large group picnic areas.	San José Public Works Architectural and Engineering
6 Evergreen Park San José, CA	Full services for tot lot renovation and new restrooms.	San José Public Works Architectural and Engineering
7 Fernish Park San José, CA	Full services for pedestrian pathways and tot lot renovation.	San José Public Works Architectural and Engineering
8 Shady Oaks Park San José, CA	Tot lot renovation.	City of San José Parks and Recreation Department
9 Los Paseos Park San José, CA	Tot lot renovation and new restrooms.	City of San José Parks and Recreation Department
10 Children of the Rainbow Park San José, CA	Tot lot renovation.	City of San José Parks and Recreation Department
11 Golden Oaks Park San José, CA	Tot lot renovation.	City of San José Parks and Recreation Department

SELECTED PUBLIC WORK PROJECTS

Page 2

B. Public Buildings

1.	Technology Museum of Innovation San José, CA	Full landscape design services for site and street improvements.	Tech, San José Redevelopment Agency
2.	Repertory Theater San José, CA	Full landscape design services for San José Repertory Theater. Est. \$500,000.00 bids below estimate.	San José Redevelopment Agency
3.	San José Fire Station No. 1 San José, CA	Full services for a fire station in downtown San José.	San José Public Works Architectural and Engineering Division/RMW Architecture + Design
4.	Alum Rock Branch Library San José, CA	New library building. 2006 SCVURPPP Site Designs for Improving Water Quality Award	City of San José/Franco Associates Architects
5.	Greyhound Site Parking Garage San José, CA	Streetscape on 3 blocks.	San José Redevelopment Agency/Watry Design
6.	Northside Community Center San Jose, CA	New community center adjacent to senior housing.	San Jose Public Works David Baker Associates
7.	Cambrian Branch Library San Jose, Ca	New library building.	San Jose Public Works ABA Architects
8.	Joyce Ellington Branch Library San Jose, CA	New library building.	San Jose Public Works Tetra Design
9.	Pearl Branch Library San Jose, CA	New library building.	San Jose Public Works ABA Architects
10.	Willow Glen Branch Library San Jose, CA	New library building.	San Jose Public Works Krong Design
11.	E. Carnegie Branch Library San Jose, CA	New library building as addition to historic library building.	San Jose Public Works Gould Evans Architects
12.	Santa Teresa Branch Library San Jose, CA	New library building.	San Jose Public Works Studios Architecture
13.	Solari Park/Seventrees Branch Library San Jose, CA	New library, community center in existing park.	San Jose Public Works Rob Wellington Quigley
14.	Calabazas Branch Library San Jose, CA	New library building.	San Jose Public Works Krong Design
15.	Starbird Teen Center San Jose	New teen center in existing park.	San Jose Redevelopment Agency Bill Gould Design
16.	Contra Costa County Public Works Martinez, CA	Addition to existing buildings.	Contra Costa County Public Works Shah Kawasaki Architects
17.	Redwood City Fire Station No. 11 Redwood City, CA	Full services for a fire station adjacent to city park and neighborhood.	RMW Architecture + Design
18.	Oakland Fire Station Oakland, CA	Full services for a new fire station.	Shah Kawasaki Architects

project name:	BERNAL PARK
location:	San Jose, California
client:	City of San Jose Department of Public Works Architectural Engineering Division
type:	Public Park
area:	5

The Bernal Park Master Plan includes improvements to the existing park site as well as additional park amenities on the newly purchased adjacent property. These amenities increase the park's usability for the community while maintaining tranquil areas for passive use. The program for Bernal Park includes the following: relocation of the existing little league field, an open turf area for activities such as soccer and volleyball, a large plaza as a focal point, large group picnic areas with BBQ and nearby parking, walkways through the park with adjacent jogging paths, street trees as well as shade trees, additional benches near existing play lots, and traffic calming devices along the length of the park. All of these features gracefully work together by expanding on the existing park's curvilinear vocabulary.



project name:	EDENVALE GARDEN PARK PHASES 4 AND 5	
location:	San Jose, California	
client:	City of San Jose Department of Public Works Architectural Engineering Division	
type:	Public Park	
coverage:	1	

After master planning the park, the firm was selected to implement new phases of the project. The program for the new phases included an informal amphitheatre; picnic area; restroom building; shade pavilion; and thematic play areas for children. The design for the thematic play areas were based on the Frontier Village amusement park that once occupied the site. The project included public meetings for input on the park design.



project name: CHILDREN'S BRIDGE
location: San José, California
client: San José Redevelopment Agency/A-N West

type: Civic/Institutional

At one landing of a new pedestrian bridge that connects the Children's Museum and Convention Center plaza, the landscaping creates a natural transition from the bridge to the existing habitat and trails along the banks of the Guadalupe River Park. The bridge's plaza landing inspired a more urban response with a grid of raised planters filled with colorful plant materials. The project also accommodates regulatory requirements by specifying revegetation and mitigation plantings at both the bridge site and upstream at Los Alamitos Creek. Throughout the project's scope, planting selections were adapted in collaboration with a biologist's field inventory and recommendations.



ITEM #6

GRANADA COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

To: Board of Directors
From: Delia Comito, Assistant General Manager
Subject: Consideration of District Office Lease
Date: December 14, 2017

The current office lease with Working Dirt became effective on 10/09/14 and expired on 11/30/17. The initial base rent was \$4,000 per month, which increased to \$4,100 on 12/01/15, and to \$4,200 on 12/10/16. No common area maintenance (CAM) costs were charged to the District.

The new agreement attached for your review, is for a 3-year period effective 12/01/17 to 11/30/20, with a base rent of \$4,200 per month for the duration of the agreement, plus an additional \$250 towards CAM's, for a monthly total of \$4,450.

Staff recommends Board approval of the new lease with Working Dirt.



COMMERCIAL LEASE AGREEMENT

(C.A.R. Form CL, Revised 12/15)

Date (For reference only): November 15, 2017

Working Dirt Management Inc.

Granada Community Services District

("Landlord") and

("Tenant") agree as follows:

1. PROPERTY: Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 504 Avenue Alhambra Suite 301-305, El Granada CA 94018 ("Premises"), which comprise approximately % of the total square footage of rentable space in the entire property. See exhibit for a further description of the Premises.

2. TERM: The term begins on (date) December 1, 2017 ("Commencement Date"), (Check A or B):

X A. Lease: and shall terminate on (date) November 30, 2020 at 5 AM PM. Any holding over after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.

B. Month-to-month: and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at least 30 days prior to the intended termination date, subject to any applicable laws. Such notice may be given on any date.

C. RENEWAL OR EXTENSION TERMS: See attached addendum

3. BASE RENT:

A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY):

(1) \$ 4,200.00 per month, for the term of the agreement.

(2) \$ per month, for the first 12 months of the agreement. Commencing with the 13th month, and upon expiration of each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers ("CPI") for (the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely reflects the CPI.

(3) \$ per month for the period commencing and ending and \$ per month for the period commencing and ending and \$ per month for the period commencing and ending

(4) In accordance with the attached rent schedule.

X (5) Other: Plus an additional \$250/ month towards operating expenses

B. Base Rent is payable in advance on the 1st (or) day of each calendar month, and is delinquent on the next day.

C. If the Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a 30-day period. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent for the second calendar month shall be prorated based on a 30-day period.

4. RENT:

A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.

B. Payment: Rent shall be paid to (Name) Working Dirt Management Inc at (address) PO BOX 1147, Menlo Park CA 94026 or 801 High Street Palo Alto CA 94301, or at any other location specified by Landlord in writing to Tenant.

C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.

5. EARLY POSSESSION: Tenant is entitled to possession of the Premises on

if Tenant is in possession prior to the Commencement Date, during this time (i) Tenant is not obligated to pay Base Rent, and (ii) Tenant is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is obligated to comply with all other terms of this agreement.

6. SECURITY DEPOSIT:

A. Tenant agrees to pay Landlord \$ as a security deposit. Tenant agrees not to hold Broker responsible for its return. (IF CHECKED:) If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion as the increase in Base Rent.

B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of Tenant. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.

C. No interest will be paid on security deposit, unless required by local ordinance.

Landlord's Initials () ()

Tenant's Initials () ()



7. PAYMENTS:

	<u>TOTAL DUE</u>	<u>PAYMENT RECEIVED</u>	<u>BALANCE DUE</u>	<u>DUE DATE</u>
A. Rent: From _____ To _____ Date Date	\$ _____	\$ _____	\$ _____	_____
B. Security Deposit	\$ _____	\$ _____	\$ _____	_____
C. Other: _____ Category	\$ _____	\$ _____	\$ _____	_____
D. Other: _____ Category	\$ _____	\$ _____	\$ _____	_____
E. Total:	\$ _____	\$ _____	\$ _____	_____

8. **PARKING:** Tenant is entitled to _____ unreserved and _____ reserved vehicle parking spaces. The right to parking is is not included in the Base Rent charged pursuant to paragraph 3. If not included in the Base Rent, the parking rental fee shall be an additional \$ _____ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean, Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted.

9. **ADDITIONAL STORAGE:** Storage is permitted as follows: none
The right to additional storage space is is not included in the Base Rent charged pursuant to paragraph 3. If not included in Base Rent, storage space shall be an additional \$ _____ per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean-up of any contamination caused by Tenant's use of the storage area.

10. **LATE CHARGE; INTEREST; NSF CHECKS:** Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 calendar days after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, \$ 275.00 as late charge, plus 10% interest per annum on the delinquent amount and \$25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.

11. **CONDITION OF PREMISES:** Tenant has examined the Premises and acknowledges that Premise is clean and in operative condition, with the following exceptions: _____
Items listed as exceptions shall be dealt with in the following manner: _____

12. **ZONING AND LAND USE:** Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representation or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.

13. **TENANT OPERATING EXPENSES:** Tenant agrees to pay for all utilities and services directly billed to Tenant _____

14. PROPERTY OPERATING EXPENSES:

A. Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, insurance, and real property taxes, based on the ratio of the square footage of the Premises to the total square footage of the rentable space in the entire property. Tenant agrees to pay \$250.00/ month towards operating expenses the entire term of this lease.

OR B. (if checked) Paragraph 14 does not apply.

15. **USE:** The Premises are for the sole use as consistent with the powers of a community services dist.
No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.

16. **RULES/REGULATIONS:** Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.

17. MAINTENANCE:

A. Tenant OR (if checked, Landlord) shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Unless Landlord is checked, if Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.
B. Landlord OR (if checked, Tenant) shall maintain the roof, foundation, exterior walls, common areas and _____

Landlord's Initials (_____) (_____)

Tenant's Initials (_____) (_____)



- 18. ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.
- 19. GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.
- 20. ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
- 21. SIGNS:** Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or _____) day period preceding the termination of the agreement.
- 22. SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.
- 23. POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within 60 (or _____) calendar days after the agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
- 24. TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to Landlord in the same condition as referenced in paragraph 11; (v) clean Premises; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) _____
- All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.
- 25. BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
- 26. DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of the Premises. If total or partial destruction or damage occurs as a result of an act of Tenant or Tenant's guests, (i) only Landlord shall have the right, at Landlord's sole discretion, within 30 days after such total or partial destruction or damage to treat the lease as terminated by Tenant, and (ii) Landlord shall have the right to recover damages from Tenant.
- 27. HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
- 28. CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.
- 29. INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry (i) liability insurance in an amount of not less than \$ 1,000,000.00 and (ii) property insurance in an amount sufficient to cover the replacement cost of the property if Tenant is responsible for maintenance under paragraph 17B. Tenant's insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least \$ 1,000,000.00, plus property insurance in an amount sufficient to cover the replacement cost of the property unless Tenant is responsible for maintenance pursuant to paragraph 17B. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

Landlord's Initials (_____) (_____)

Tenant's Initials (_____) (_____)



- 30. **TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
- 31. **LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
- 32. **SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.
- 33. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.
- 34. **CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:** Landlord states that the Premises has, or has not been inspected by a Certified Access Specialist. If so, Landlord states that the Premises has, or has not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53.

35. DISPUTE RESOLUTION:

~~A. **MEDIATION:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 35B(2) below. Paragraphs 35B(2) and (3) apply whether or not the arbitration provision is initiated. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.~~

~~B. **ARBITRATION OF DISPUTES:** (1) Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 35B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.~~

~~(2) **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.~~

~~(3) **BROKERS:** Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.~~

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Landlord's Initials _____ / _____ Tenant's Initials _____ / _____

Landlord's Initials (_____) (_____)

Tenant's Initials (_____) (_____)



Premises: 504 Avenue Alhambra Suite 301-305, El Granada CA 94018

Date November 15, 2017

36. JOINT AND INDIVIDUAL OBLIGATIONS: If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.

37. NOTICE: Notices may be served by mail, facsimile, or courier at the following address or location, or at any other location subsequently designated:

Landlord: Working Dirt Management Inc
PO BOX 1147 Menlo Park CA 94026
650-327-3006 (Office)
650-743-3130 (Cell)
Workingdirtmanagement@gmail.com

Tenant: Granada Community Services District
504 Avenue Alhambra Suite 301-305
El Granada, CA 94018

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.

38. WAIVER: The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.

39. INDEMNIFICATION: Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.

40. OTHER TERMS AND CONDITIONS/SUPPLEMENTS:

The following ATTACHED supplements/exhibits are incorporated in this agreement: Option Agreement (C.A.R. Form OA)

41. ATTORNEY FEES: In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 35A.

42. ENTIRE CONTRACT: Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.

~~**43. BROKERAGE:** Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this paragraph 43.~~

~~**44. AGENCY CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:
Listing Agent: _____ (Print Firm Name) is the agent of (check one):
 the Landlord exclusively; or both the Tenant and Landlord.
Selling Agent: _____ (Print Firm Name) (if not same as Listing Agent) is the agent of (check one):
 the Tenant exclusively; or the Landlord exclusively; or both the Tenant and Landlord.
Real Estate Brokers are not parties to the agreement between Tenant and Landlord.~~

Landlord's Initials (_____) (_____)

Tenant's Initials (_____) (_____)



Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by others; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; (v) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept; and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

Tenant _____ Date _____

Granada Community Services District

(Print name)

Address _____ City _____ State _____ Zip _____

Tenant _____ Date _____

(Print name)

Address _____ City _____ State _____ Zip _____

GUARANTEE: In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) _____

Guarantor _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

Landlord agrees to rent the Premises on the above terms and conditions.

Landlord _____ Date _____

(owner or agent with authority to enter into this agreement) Working Dirt Management Inc

Address PO BOX 1147 City Menlo Park State CA Zip 94026

Landlord _____ Date _____

(owner or agent with authority to enter into this agreement)

Address _____ City _____ State _____ Zip _____

Agency relationships are confirmed as above. Real estate brokers who are not also Landlord in this agreement are not a party to the agreement between Landlord and Tenant.

Real Estate Broker (Leasing Firm) _____ CalBRE Lic. # _____

By (Agent) _____ CalBRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Listing Firm) _____ CalBRE Lic. # _____

By (Agent) _____ CalBRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

© 2015, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats.

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____





COMMERCIAL LEASE CONSTRUCTION ACCESSIBILITY ADDENDUM

(C.A.R. Form CLCA 11/16)

This is an addendum to the Commercial Lease Agreement (lease) dated November 15, 2017 in which Working Dirt Management Inc is referred to as "Landlord" and Granada Community Services District is referred to as "Tenant". Paragraph 34 of the lease is deleted in its entirety and replaced by the following;

Paragraph 34. CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:

- A. Landlord states that the Premises have, or have not been inspected by a Certified Access Specialist (CASp).
B. If the Premises have been inspected by a CASp, (1) Landlord states that the Premises have, or have not been determined to meet all applicable construction-related accessibility standards... (2) Tenant has received a copy of the report at least 48 hours before executing this lease...
C. If the Premises have not been inspected by a CASp or a certificate was not issued by the CASp who conducted the inspection, "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law...
D. Notwithstanding anything to the contrary in paragraph 17, 18, 19 or elsewhere in the lease, any repairs or modifications necessary to correct violations of construction related accessibility standards are the responsibility of Tenant Landlord Other

Tenant (Signature) Date
Tenant (Print name) Granada Community Services District
Tenant (Signature) Date
Tenant (Print name)
Landlord (Signature) Date
Landlord (Print name) Working Dirt Management Inc
Landlord (Signature) Date
Landlord (Print name)

© 2016, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, INC. a subsidiary of the California Association of REALTORS®, 525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by Date



CLCA 11/16 (PAGE 1 OF 1)

COMMERCIAL LEASE CONSTRUCTION ACCESSIBILITY ADDENDUM (CLCA PAGE 1 OF 1)

ITEM #7

GRANADA COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

To: Board of Directors
From: Delia Comito, Assistant General Manager
Subject: Consideration of Resolutions to Establish Compensation for District Staff and Adopt SDRMA Insurance Plan
Date: December 14, 2017

This Item is presented for consideration of performance review compensation adjustments, the adoption of a compensation schedule, and implementation of an employee health plan.

The District’s Personnel System Manual (PSM) was adopted by the Board on July 17, 2008 to establish positions of employment, to provide job descriptions and a compensation schedule for those positions, a description of benefits, and written personnel policies.

Pursuant to the PSM, employee performance reviews are to be conducted annually near the employee’s date of hire anniversary, and compensation is determined by the Board and General Manager and established by resolution.

The District has two employed positions as follows:

Position	Hire Date	Hours	Type	Last Evaluation
Assistant Administrator	08/10/15	Part-time Changed to full-time in June	Hourly Non-exempt	09/01/16
Asst. General Manager	08/03/99	Full-time	Salary Exempt	12/01/15

The Assistant Administrator’s review is three months overdue, and compensation since September 2016 is \$25.00 per hour or \$45,500 annually based on 1,820 hours. The Assistant General Manager’s review is 24 months overdue, and compensation since December 2015 is \$111,600 annually. Additionally, the Board approved \$8,400 annually towards medical insurance (\$120,000 maximum), but no medical insurance costs have been incurred. The District previously provided a medical stipend in lieu of health related benefits. The District does not offer a plan or provide coverage for health, dental, vision, AD&D, or life insurance, which is generally provided to employees at other agencies (See Exhibit A-Benefits Comparison attached). For that reason, staff

recommends District implementation of a health plan through the Special District Risk Management Authority (SDRMA). (See Exhibit B attached).

There are three resolutions provided with this memorandum; two draft resolutions to establish compensation, and one resolution to adopt the SDRMA Health Plan along with the corresponding SDRMA MOU. Staff is requesting a 5% increase in compensation effective 01/01/18. The fiscal impact is approximately \$7,855. If approved, a wage schedule will be presented along with the appropriate PSM amendments at the next board meeting. Staff is further requesting adoption of the SDRMA Plan, and an amendment to the PSM to add a District contribution of up to \$1,800 per month towards employee/dependent medical and ancillary benefit plans through SDRMA. The fiscal impact is approximately \$33,000.

BENEFITS COMPARISON

CCWD

CITY OF HMB

SAM

GCSD

<p><u>Health Benefits:</u> \$2,300 up to per mo per EE. ER pays 100% of health, dental & vision premium for ee/depend. 100% ER paid Life Ins. Coverage is 2X annual salary.</p>	<p><u>Health Benefits:</u> \$1,800 per mo per EE Sec. 125 Plan cont. & min. medical prem pmt, plus dental/vision family cov. 100% ER paid Life Ins. & AD&D coverage @ 1X annual salary.</p>	<p><u>Health Benefits:</u> \$1,955 up to per mo per EE towards cost of health, dental & vision ins. ER cont. to post retirement health. 100% ER paid Life Ins @ 1.5X salary up to age 65.</p>	<p><u>Health Benefits:</u> \$700 per mo. (Actual cost has been -0-) None.</p>
<p><u>Vacation:</u> 1-4 yrs 10 days 5-14 yrs 15 days 15-19 yrs 20 days 20 yrs 21 days 21 yrs 22 days 22 yrs 23 days 23 yrs 24 days 24 yrs & up 25 days 6 wk/240 hr cap. May receive pay in-lieu of unused vac.</p>	<p><u>Vacation:</u> 1-4 yrs 12 days 5-10 yrs 15 days 11-15 yrs 18 days 16-20 yrs 21 days 21 yrs & up 23 days Two yr accumulation cap.</p>	<p><u>Vacation:</u> 0-5 yrs 12 days 6-10 yrs 15 days 11-15 yrs 18 days 16 yrs & up 21 days 10 wk/400 hr cap. EE or estate paid all accrued vac upon term.</p>	<p><u>Vacation:</u> 1-10 yrs 10 days 11-15 yrs 15 days 15 yrs & up 20 days 4 wk/20 day cap. Paid upon term.</p>
<p><u>Admin Leave:</u> Three (3) weeks per year. No accumulation. No pay out upon term or ret.</p>	<p><u>Admin Leave:</u> 12 days per year. Two-yr accumulation.</p>	<p><u>Admin Leave:</u> Four (4) days per year. Capped @ 5 days/40 hrs. Unused time is paid upon</p>	<p><u>Admin Leave:</u> None.</p>
<p><u>Sick Leave:</u> 12 days per year. No cap. No pay out upon term or ret.</p>	<p><u>Sick Leave:</u> 12 days per year.</p>	<p><u>Sick Leave:</u> 12 days per year. Capped @ 20 days/160 hrs. No pay out upon term.</p>	<p><u>Sick Leave:</u> 10 days per year. Capped @ 20 days/160 hrs. Paid if term not voluntary or with cause.</p>
<p><u>Personal Leave:</u> Up to 30 days, but may be more based on circumstances for 10+ yrs employment. Unpaid. Other leave exhausted may be required.</p>	<p><u>Personal Leave:</u> Unk</p>	<p><u>Personal Leave:</u> The General Manager shall have the power within his or her sole discretion to grant leaves of absence, with or without pay.</p>	<p><u>Personal Leave:</u> Up to 6 months if other leave is exhausted. Unpaid. Dr's diagnosis required.</p>
		<p><i>Special Note: There are NO LIMITATIONS on GM's ability to grant a PAID LEAVE. However, there are limitations on GM's ability to grant an unpaid leave. (?)</i></p> <p>Authorized Leave Without Pay: The General Manager may grant or deny a leave of absence without pay to an employee for a period not to exceed 30 working days. Leave without pay shall not be granted for more than 30 working days except upon written request of the employee and approval by the Board of Directors. Failure on the part of an employee to report to work promptly at the expiration of authorized leave without pay will result in discipline up to and</p>	



Health Benefits Program

When it comes to selecting the ideal Health Benefits Program – you want to provide your employees with the right choices so they get the coverage they want and need. SDRMA in conjunction with CSAC-EIA Health provides a Health Benefits Program to public agencies with easy enrollment and designed for flexibility to meet the needs of our Members. As the second largest public sector healthcare purchasing program in California, EIAHealth now includes more than 25,000 employee lives. To maximize savings for the EIA Health pool, in 2006, the EIA entered into a risk sharing contract with SISC (Self Insured Schools of California). The partnership resulted in the EIAHealth program becoming part of an even larger pool, covering more than 400 agencies with 380,000 members.

Since its inception, the EIAHealth Program has consistently outperformed the marketplace, effectively competing with standalone plans, other pooled arrangements and CalPERS.

Medical Benefits:

- HMO, PPO, EPO and HDHP Plan Options
- Blue Shield, Blue Cross or Kaiser Plan Provider Network Options
- Express Scripts, Blue Shield or Kaiser Prescription Drugs
- Active, Dependent, Retiree and Public Official Coverage
- Fixed Rates – Not Based on Age
- Portfolio Plan Designs and Regional Rates by Geographical Location
-

Ancillary Coverages:

- Delta Dental
- VSP Vision
- Voya Financial Life, Long-term Disability
- MHN Employee Assistance Program
- Active, Dependent, Retiree (Dental & Vision) and Public Official Coverage
- Fixed Rates – Not Based on Age
-

Our Extensive Coverage Combines Unparalleled Benefits with:

- Pooled Renewal Rating to Ensure More Predictable Rates
- Responsive Human Resource Assistance
- COBRA Administration

MEDICAL BENEFIT RATES FOR 2018 – GUARANTEED UNTIL JANUARY 1, 2019

	PLAN	Employee	Employee + 1	Employee + 2 or More
AREA I - Northern CA: Bay Area Alameda, Amador, Contra Costa, Marin, Napa, Nevada, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Sonoma, Sutter, Yolo, Yuba	Gold PPO	\$838.44	\$1,674.84	\$2,178.72
	Platinum PPO	\$915.96	\$1,831.92	\$2,381.70
	Silver PPO	\$601.80	\$1,204.62	\$1,564.68
	EPO	\$1,006.74	\$2,016.54	\$2,619.36
	HDHP 10%	\$679.32	\$1,357.62	\$1,764.60
	HDHP 20%	\$584.46	\$1,167.90	\$1,518.78
	Access+ HMO 15	\$934.32	\$1,868.64	\$2,430.66
	Access+ HMO 20	\$868.02	\$1,737.06	\$2,258.28
	Kaiser HMO 15	\$835.38	\$1,651.38	\$2,140.98
	Kaiser HMO 20	\$804.78	\$1,590.18	\$2,061.42
AREA II - Northern CA: Other Counties Alpine, Butte, Calaveras, Colusa, Del Norte, Glenn, Humboldt, Lake, Lassen, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Plumas, San Benito, Shasta, Sierra, Siskiyou, Stanislaus, Tehama, Trinity, Tuolumne	Gold PPO	\$814.98	\$1,630.98	\$2,117.52
	Platinum PPO	\$873.12	\$1,745.22	\$2,268.48
	Silver PPO	\$584.46	\$1,168.92	\$1,518.78
	EPO	\$975.12	\$1,953.30	\$2,540.82
	HDHP 10%	\$669.12	\$1,343.34	\$1,745.22
	HDHP 20%	\$552.84	\$1,105.68	\$1,437.18
	Access+ HMO 15	\$943.50	\$1,885.98	\$2,452.08
	Access+ HMO 20	\$879.24	\$1,757.46	\$2,282.76
	Kaiser HMO 15	\$835.38	\$1,651.38	\$2,140.98
	Kaiser HMO 20	\$804.78	\$1,590.18	\$2,061.42
AREA III - Southern CA: Los Angeles Area Los Angeles, San Bernardino, Ventura	Gold PPO	\$692.58	\$1,381.08	\$1,796.22
	Platinum PPO	\$757.86	\$1,511.64	\$1,963.50
	Silver PPO	\$499.80	\$993.48	\$1,291.32
	EPO	\$809.88	\$1,614.66	\$2,098.14
	HDHP 10%	\$598.74	\$1,197.48	\$1,556.52
	HDHP 20%	\$493.68	\$986.34	\$1,282.14
	Access+ HMO 15	\$727.26	\$1,453.50	\$1,888.02
	Access+ HMO 20	\$678.30	\$1,352.52	\$1,756.44
	Kaiser HMO 15	\$711.96	\$1,399.44	\$1,812.54
	Kaiser HMO 20	\$681.36	\$1,338.24	\$1,732.98

Rates shown are for active and retired employees, and public officials.

GRANADA COMMUNITY SERVICES DISTRICT

RESOLUTION NO. 2017-__

**RESOLUTION ESTABLISHING COMPENSATION FOR
THE POSITION OF ASSISTANT ADMINISTRATOR**

WHEREAS, the Granada Community Services District has established a Personnel System which established specified positions of employment and provides that compensation for such positions shall be established by Resolution.

NOW, THEREFORE BE IT RESOLVED, by the Board of Directors of the Granada Community Services District that compensation for the position of employment established by the District Personnel System shall be as follows:

COMPENSATION SCHEDULE

The Assistant Administrator position, effective _____, 2017, is a salaried, “non-exempt” position. The annual salary shall be \$_____ effective _____, 2017 and until amendment of this Resolution, plus benefits described in the District Personnel System Manual adopted on July 17, 2008, as amended.

The above and foregoing Resolution was regularly introduced and thereafter passed and adopted at the regular meeting of the Board of Directors of the Granada Community Services District held on the 14th day of December 2017, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Approved:

, President

Countersigned:

Delia Comito, Secretary

GRANADA COMMUNITY SERVICES DISTRICT

RESOLUTION NO. 2017-___

**RESOLUTION ESTABLISHING THE COMPENSATION FOR THE
POSITION OF ASSISTANT GENERAL MANAGER**

WHEREAS, the Granada Community Services District has established a Personnel System which established specified positions of employment and provides that compensation for such positions shall be established by Resolution.

WHEREAS the Granada Community Services District established the position of Assistant General Manager in September 2015.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of the Granada Community Services District establishes the compensation for the position of Assistant General Manager pursuant to the District Personnel System to be as follows:

COMPENSATION SCHEDULE

Assistant General Manager. The Assistant General Manager position is a salaried pay, “exempt” position for which annual pay is \$_____, effective _____, 2017, and until any future amendment of this Resolution, plus benefits described in the District Personnel System Manual adopted on July 17, 2008, as amended.

The above and foregoing Resolution was regularly introduced and thereafter passed and adopted at the regular meeting of the Board of Directors of the Granada Community Services District held on the 14th day of December, 2017, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

, President

Countersigned:

Delia Comito, Secretary

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (HEREAFTER "MEMORANDUM") IS ENTERED INTO BY AND BETWEEN THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY (HEREAFTER "SDRMA") AND THE PARTICIPATING PUBLIC ENTITY (HEREAFTER "ENTITY") WHO IS SIGNATORY TO THIS MEMORANDUM.

WHEREAS, on August 1, 2006, SDRMA was appointed administrator for the purpose of enrolling small public entities typically having 250 or less employees into the CSAC - Excess Insurance Authority Health's ("CSAC-EIA Health") Small Group Health Benefits Program (hereinafter "PROGRAM"); and

WHEREAS, the terms and conditions of the PROGRAM as well as benefit coverage, rates, assessments, and premiums are governed by CSAC-EIA Health Committee for the PROGRAM (the "COMMITTEE") and not SDRMA; and.

WHEREAS, ENTITY desires to enroll and participate in the PROGRAM.

NOW THEREFORE, SDRMA and ENTITY agree as follows:

1. **PURPOSE.** ENTITY is signatory to this MEMORANDUM for the express purpose of enrolling in the PROGRAM.
2. **ENTRY INTO PROGRAM.** ENTITY shall enroll in the PROGRAM by making application through SDRMA which shall be subject to approval by the PROGRAM's Underwriter and governing documents and in accordance with applicable eligibility guidelines.
3. **MAINTENANCE OF EFFORT.** PROGRAM is designed to provide an alternative health benefit solution to all participants of the ENTITY including active employees, retired employees (optional), dependents (optional) and public officials (optional). ENTITY public officials may participate in the PROGRAM only if they are currently being covered and their own ENTITY's enabling act, plans and policies allow it. ENTITY must contribute at least the minimum percentage required by the eligibility requirements
4. **PREMIUMS.** ENTITY understands that premiums and rates for the PROGRAM are set by the COMMITTEE. ENTITY will remit monthly premiums based upon rates established for each category of participants and the census of covered employees, public officials, dependents and retirees.

Rates for the ENTITY and each category of participant will be determined by the COMMITTEE designated for the PROGRAM based upon advice from its consultants and/or a consulting Benefits Actuary and insurance carriers. In addition, SDRMA adds an administrative fee to premiums and rates set by the COMMITTEE for costs associated with administering the PROGRAM. Rates may vary depending upon factors including, but not limited to, demographic characteristics, loss experience of all public entities participating in the PROGRAM and differences in benefits provided (plan design), if any.

- a. SDRMA will administrate a billing to ENTITY each month, with payments due by the date specified by SDRMA. Payments received after the specified date will accrue penalties. Premiums are based on a full month and there are no partial months or prorated premiums.
 - b. ENTITY must send notification of termination of benefits for a covered employee to the PROGRAM and SDRMA prior to the effective date of termination. If termination is requested after the effective date of termination, the enrollment will terminate at the end of the month the termination request was provided. No rescission of coverage will be allowed without proper approvals.
5. **BENEFITS.** Benefits provided to ENTITY participants shall be as set forth in ENTITY's Plan Summary for the PROGRAM and as agreed upon between the ENTITY and its recognized employee organizations as

-
- applicable. Not all plan offerings will be available to ENTITY, and plans requested by ENTITY must be submitted to PROGRAM underwriter for approval.
6. COVERAGE DOCUMENTS. Except as otherwise provided herein, CSAC-EIA Health documents outlining the coverage provided, including terms and conditions of coverage, are controlling with respect to the coverage of the PROGRAM.
 7. PROGRAM FUNDING. It is the intent of this MEMORANDUM to provide for a fully funded PROGRAM by any or all of the following: pooling risk; purchasing individual stop loss coverage to protect the pool from large claims; and purchasing aggregate stop loss coverage.
 8. ASSESSMENTS. Should the PROGRAM not be adequately funded for any reason, pro-rata assessments to the ENTITY may be utilized to ensure the approved funding level for applicable policy periods. Any assessments which are deemed necessary to ensure approved funding levels shall be made upon the determination and approval of the COMMITTEE in accordance with the following:
 - a. Assessments/dividends will be used sparingly. Generally, any over/under funding will be factored into renewal rates.
 - b. If a dividend/assessment is declared, allocation will be based upon each ENTITY's proportional share of total premiums paid for the preceding 3 years. An ENTITY must be a current participant to receive a dividend, except upon termination of the PROGRAM and distribution of assets.
 - c. ENTITY will be liable for assessments for 12 months following withdrawal from the PROGRAM.
 - d. Fund equity will be evaluated on a total PROGRAM-wide basis as opposed to each year standing on its own.
 9. WITHDRAWAL. ENTITY may withdraw subject to the following condition: ENTITY shall notify SDRMA and the PROGRAM in writing of its intent to withdraw at least 90 days prior to their requested withdrawal date. ENTITY may rescind its notice of intent to withdraw. Once ENTITY withdraws from the PROGRAM, there is a 3-year waiting period to come back into the PROGRAM, and the ENTITY will be subject to underwriting approval again.
 10. LIAISON WITH SDRMA. Each ENTITY shall maintain staff to act as liaison with the SDRMA and between the ENTITY and the SDRMA's designated PROGRAM representative.
 11. GOVERNING LAW. This MEMORANDUM shall be governed in accordance with the laws of the State of California.
 12. VENUE. Venue for any dispute or enforcement shall be in Sacramento, California.
 13. ATTORNEY FEES. The prevailing party in any dispute shall be entitled to an award of reasonable attorney fees.
 14. COMPLETE AGREEMENT. This MEMORANDUM together with the related PROGRAM documents constitutes the full and complete agreement of the ENTITY.
 15. SEVERABILITY. Should any provision of this MEMORANDUM be judicially determined to be void or unenforceable, such determination shall not affect any remaining provision.
 16. AMENDMENT OF MEMORANDUM. This MEMORANDUM may be amended by the SDRMA Board of Directors and such amendments are subject to approval of ENTITY's signatory to this MEMORANDUM. Any ENTITY who fails or refuses to execute an amendment to this MEMORANDUM shall be deemed to have withdrawn from the PROGRAM on the next annual renewal date.

- 17. EFFECTIVE DATE. This MEMORANDUM shall become effective upon the signing of this MEMORANDUM by the ENTITY and Chief Executive Officer or Board President of SDRMA.
- 18. EXECUTION IN COUNTERPARTS. This MEMORANDUM may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

In Witness Whereof, the undersigned have executed the MEMORANDUM as of the date set forth below.

Dated: _____

By: _____

Special District Risk
Management Authority

Dated: _____

By: _____

Granada Community Services District

RESOLUTION NO. _____

A RESOLUTION OF THE (GOVERNING BODY) OF Granada Community Services District
APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A
MEMORANDUM OF UNDERSTANDING AND AUTHORIZING PARTICIPATION IN THE
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY'S HEALTH BENEFITS
PROGRAM

WHEREAS, Granada Community Services District, a public agency duly organized and existing under and by virtue of the laws of the State of California (the "ENTITY"), has determined that it is in the best interest and to the advantage of the ENTITY to participate in Health Benefits offered by the Special District Risk Management Authority (the "Authority"); and

WHEREAS, the Authority was formed in 1986 in accordance with the provisions of California Government Code 6500 *et seq.*, for the purpose of providing risk financing, risk management programs and other coverage protection programs; and

WHEREAS, participation in Authority programs requires the ENTITY to execute and enter into a Memorandum of Understanding which states the purpose and participation requirements for Health Benefits; and

WHEREAS, all acts, conditions and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the transactions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the ENTITY is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such transactions for the purpose, in the manner and upon the terms herein provided.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE ENTITY AS FOLLOWS:

Section 1. Findings. The ENTITY's Governing Body hereby specifically finds and determines that the actions authorized hereby relate to the public affairs of the ENTITY.

Section 2. Memorandum of Understanding. The Memorandum of Understanding, to be executed and entered into by and between the ENTITY and the Authority, in the form presented at this meeting and on file with the ENTITY's Secretary, is hereby approved. The ENTITY's Governing Body and/or Authorized Officers ("The Authorized Officers") are hereby authorized and directed, for and in the name and on behalf of the ENTITY, to execute and deliver to the Authority the Memorandum of Understanding.

Section 3. Program Participation. The ENTITY's Governing Body approves participating in the Special District Risk Management Authority's Health Benefits Program.

Section 4. Other Actions. The Authorized Officers of the ENTITY are each hereby authorized and directed to execute and deliver any and all documents which are necessary in order to consummate the transactions authorized hereby and all such actions heretofore taken by such officers are hereby ratified, confirmed and approved.

Section 5. Effective Date. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this ____ day of _____, 20____ by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

Name

Title

ENTITY Secretary

ITEM #8

GRANADA COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

To: Board of Directors
From: Delia Comito, Assistant General Manager
Subject: District Banking Institution
Date: December 14, 2017

This item is presented at the request of Director Clark in regards to the Wells Fargo Bank “Sham Account” scandal that came to light last year.

The District has three checking accounts with the Half Moon Bay branch of Wells Fargo Bank; a Deposit Account, a General Account, and an Assessment District Account. The District also uses Wells Fargo Payroll Services to process payroll, which includes the service of filing quarterly and annual EDD and IRS forms.

Wells Fargo provides secure online banking through their CEO Portal, which allows staff to print statements and transfer funds within the three Wells Fargo accounts, and to process transfers to and from the District’s LAIF account. Deposits are made in-person at the branch office, and no holds are placed on District deposits. Staff has developed relationships with branch office and bank headquarters personnel.

Changing banks would require setting up new accounts, obtaining signatures for new signature cards, ordering new checks and deposit slips, setting up and learning new online banking procedures, and so on.

The information attached is provided by Wells Fargo in response to the scandal.


[Back to Previous Page](#) [Home](#)
[Personal](#) > [The latest we're doing to build a better Wells Fargo](#)

The latest we're doing to build a better Wells Fargo

Print



As part of our ongoing efforts to build a better bank following last year's improper [sales practice announcement](#), we are looking across our entire company to identify and fix problems, be transparent and open about what we find, and make things right. We set aside \$142 million for [customer remediation](#) and settlement expenses. We also pledged to conduct a [review of our business practices](#). In following through on that commitment, we've identified additional problem areas that we are in [the process of addressing](#). And we made them public as part of our renewed commitment to transparency.

Updates on our ongoing actions.

Making things right for our customers.

We're taking action

to make things right and to ensure that you only experience the very best from us moving forward.

We're compensating customers who were affected

by providing them with refunds or credits. We want to ensure that impacted customers have every opportunity for remediation and that they are aware of their options.

We expanded our review of accounts

and have completed an [analysis of retail accounts for 2009 through 2016](#), which included an additional assessment of the original review period.

We've heard customers' concerns about potential harm to credit scores

due to unauthorized accounts. That's why an important part of the class action settlement is remediation to customers for increased borrowing costs due to credit-score impact associated with a potentially unauthorized account.

We've established a dedicated 24/7 toll-free number

for any customer with a sales practices concern to contact us at **877-924-8697**.

As we go through the process of actively looking for other areas or instances throughout the bank where customers may have experienced financial harm, we will continue to keep you informed of our progress. Throughout this, we remain deeply committed to serving you and your financial needs.

Building a better bank.

We invested in our people

and eliminated product sales goals for our retail bankers who serve customers in bank branches and call centers. We also changed their compensation and performance management program to reward customer

An important video from our CEO and President, Tim Sloan

[View now](#)

A letter from our CEO, Tim Sloan

[Read more](#)

Still have questions?

We want to make sure any questions you have are answered and that any concerns you have are addressed.

[Find answers to commonly asked questions >](#)

Progress Report

[The Road to Rebuilding Trust Infographic](#)

See the actions we've taken on our path to making things right, fixing the problems, and building a better bank.

[Read more](#)

About Wells Fargo

[About Wells Fargo](#)

En español

[Vea información en español](#)

service and satisfaction. And we've increased pay for our for our entry level team members in the U.S. Learn more about our 2017 [Performance Management & Rewards Program](#).

We increased transparency by making system and process enhancements

such as an automated email that goes out to every Wells Fargo customer after opening a consumer or small business checking or savings account to confirm what was opened, and a status letter that goes to customers who have applied for a credit card.

We conducted an independent review of our retail sales practices.

In April 2017, our Board released the findings of an independent investigation into the Company's retail banking sales practices and related matters, a critical part of our ongoing effort to rebuild trust.

We're demanding greater accountability

at senior levels, including terminating senior executives linked to inappropriate activities and clawing back or forfeiting executive compensation.

And we continue every day to look for new ways to get better

including investing in new training programs for team members and developing new products and services that provide a better overall banking experience for our customers.

Information about the class action settlement.

An important milestone in our commitment to make things right for our customers is the \$142 million class action settlement we entered into related to the opening of unauthorized accounts.

If you believe Wells Fargo opened a checking, savings, credit card, or line of credit account for you without your permission, or if you purchased identity theft protection from us, you may be entitled to compensation from this fund.

To find out more go to the settlement administrator's website, www.WFSettlement.com or call the settlement administrator directly at **1-866-431-8549**.

Feel free to review your accounts

[Check now](#)

[Visit us in one of our branches](#) or call our dedicated 24/7 toll-free number at **1-877-924-8697**

How we're building a better Wells Fargo

We have taken a series of steps to address improper sales practices, fix what went wrong, and make things right with our customers and team members. [Read more about our progress](#).

On April 10, our Board of Directors [released the findings](#) of its independent investigation, an important moment in our journey to rebuild trust.

In a [companywide video message](#), CEO Tim Sloan acknowledged the report as "thorough, candid, and tough," and said: "We never want the pressures and practices that harmed our customers ...to occur again. So our work will continue - to make things right, address problems, and build a better Wells Fargo."



Featured articles 8/16/2017

Wells Fargo announces changes to board of directors and other actions. [Read More >](#)

THE ROAD TO REBUILDING TRUST

PROGRESS REPORT: While there is still much work to be done, here are some actions Wells Fargo has already taken on our path to making things right, fixing the problems, and building a better bank:

LEADERSHIP & INTEGRITY



APPOINTED
a new CEO and a new executive to lead the Community Bank.



LAUNCHED
the Conduct Management Office, and centralized

- Internal investigations
- Complaints oversight
- Sales practices oversight
- EthicsLine and ethics oversight



IMPLEMENTED
the company-wide commitment to Rebuilding Trust.



NAMED
new board chair, effective Jan. 1, 2018, and announced several changes in board committee leadership and membership.

CUSTOMERS



REFUNDED FEES
incurred by potentially unauthorized

- Deposits
- Credit cards
- Line of credit accounts



AUTOMATIC NOTIFICATIONS
to customers after a personal or small business checking account, savings account, or credit card has been opened.



DEDICATED 24/7 TOLL-FREE NUMBER
for customers with concerns about their accounts, or any aspect of their relationship with Wells Fargo. Customer service available 24/7 at (877) 924-8697.



REACHED OUT
to **40 million retail** and **3 million small business** customers asking them to contact us with any concerns about their accounts.



MADE AVAILABLE
a \$142 million settlement for customer remediation and related expenses.

TEAM MEMBERS



CONDUCTED
nationwide listening tour to hear how to better care for team members.



EXPANDED
Raise Your Hand, a program to ensure team member concerns are heard.



RAISED MINIMUM WAGE
base range for U.S. entry level team members to **\$13.50 - \$17.00 per hour.**



ESTABLISHED

- Centralized team member allegations and disputes team in Employee Relations
- Proactive retaliation review for terminations
- 60-day follow-up with team members following EthicsLine case closure

INCENTIVES



ELIMINATED
product sales goals for retail bankers and began roll out of transformational changes to processes, coaching and customer interaction within the Community Bank to place focus on customers' best interest.



NEW COMPENSATION PLAN
created for retail bankers focused on

- Customer experience
- Stronger oversight and controls
- Team versus individual incentives
- Rewards team members for providing excellent customer service

RISK MANAGEMENT & ACCOUNTABILITY



STRENGTHENED
risk framework by creating centers of excellence to apply the highest risk standards and controls consistently across the company.



ACCOUNTABILITY
actions included terminations of several Community Bank leaders for cause due to sales practices, and top senior leaders of the bank had their bonuses eliminated.



RELEASED
the results of an independent investigation into the bank's sales practices.

dcomito@granada.ca.gov

From: Wells Fargo Online <wellsfargo@connect.wellsfargoemail.com>
Sent: Monday, November 13, 2017 1:25 PM
To: dcomito@granada.ca.gov
Subject: A message to our customers from Wells Fargo CEO and President, Tim Sloan

[Watch the video.](#)

[View this email online.](#)



Dear Wells Fargo Customer,

Customers like you have told us they want to hear more about what we've been doing to address our challenges over the past year.

[Please click here for a two-minute message from our CEO and President, Tim Sloan.](#)

We've been making things right for our customers and team members, compensating customers who were harmed, and rehiring thousands of team members.

We've been holding senior leaders responsible, up to and including termination, and the forfeiture of hundreds of millions of dollars in executive compensation.

And we've been fixing what went wrong, including the elimination of product sales goals for retail bankers in our bank branches and call centers, reinforcing our commitment to ethics and integrity, and refocusing everything we do on our customers.

For more details and the latest on our ongoing efforts to build a better company for our customers, please go to www.wellsfargo.com/commitment.

[Home/Sign On](#)

[Contact Us](#)

[Add to Address Book](#)

[Update Email Address](#)

[Privacy Policy](#) | [Protect yourself from fraud](#)


Contact us:

If you have questions, please do not reply to this message.

Wells Fargo Online® customers, [sign on](#) and select **Contact Us**.

If you are not a *Wells Fargo Online* customer, view our [contact information](#).

Online Customer Service Code: 1710SVOTHE3

© 2017 Wells Fargo Bank, N.A. All rights reserved. Member FDIC. NMLSR ID 399801 Equal Housing Lender. 



Building a Better Wells Fargo.

Dear Wells Fargo Customer,

On August 31st, we announced the completion of our expanded third-party review of retail banking accounts dating back to the beginning of 2009. The account review analyzed consumer and small business checking, savings and unsecured credit card and line of credit data to identify potentially unauthorized accounts. The expanded analysis reviewed more than 165 million retail banking accounts opened over the nearly eight-year period. In broadening the number of accounts and the time period under review, we were able to identify additional customers who may have been impacted. And we are now able to reach out to them to help address any potential harm.

I want to assure you that we will take swift action to make things right for every affected customer. We will issue refunds, provide assistance correcting credit reporting, and compensate customers for broader financial impacts. And we entered into a \$142 million settlement agreement to compensate eligible customers. More information about the settlement is available at WFSettlement.com.

As we move forward, the principles that guide our rebuilding efforts remain consistent:

- Make things right for our customers and our team members
- Hold those leaders who are responsible accountable for their actions
- Improve our culture and business to prevent things like this from happening again

And everything we do is informed by our renewed commitment to transparency, as reflected by our recent announcements detailing other areas that we're in the process of fixing.

In the end, we know we'll be judged on how we serve you, our customers, every single day. Building a stronger Wells Fargo extends beyond just our retail bank. It's about finding ways to better serve all our customers, whatever your unique goals. So we continue to innovate to make your banking and investing easier and more secure, from faster ways to access your account information, to easier options to manage your money, to simpler tools to increase your control over your financial life.

As always, if you have any questions or concerns about your accounts or anything else related to Wells Fargo, we're here to help, either in your branch or online at wellsfargo.com.

Thank you for standing by us as we work to build a better bank. We know you have many choices when it comes to banking, and we realize it is our privilege to serve you.

Sincerely,

Timothy J. Sloan
Chief Executive Officer and President
Wells Fargo & Company

For more details on what we've done and where we're going, please visit www.wellsfargo.com/commitment

ITEM #9

GRANADA COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

To: Board of Directors
From: Delia Comito, Assistant General Manager
Subject: Consideration of Resolution Appointing SAM Representatives
Date: December 14, 2017

The JPA dictates that the Board must appoint two representatives and one alternate to serve on the SAM Board of Directors, which is generally done when officers are chosen each year. The appointment of SAM Representatives and resulting resolution is also stated in the District's By-laws, which is shown below. The draft resolution is attached to this memorandum.

The current representatives are Directors Blanchard and Woren, and the alternate is Director Clark.

EXCERPT FROM ARTICLE IV OF DISTRICT BY-LAWS

Representatives of the District to serve as members of the Board of Directors of the Sewer Authority Mid-Coastside (SAM) may be appointed by the District Board of Directors only. The District Board shall appoint two of its members to be the District's representatives to SAM and shall appoint one of its members to be the District's alternate representative, who may assume all rights and duties of an absent District representative to SAM. The District representatives and alternate shall serve at the pleasure of the District Board and may be removed at anytime without cause at the sole discretion of the District Board. The appointment of a District representative to be a SAM Board member or alternate shall be by resolution, which resolution shall be filed with SAM. If necessary to assure full District voting power at a SAM Meeting due to inability of the two appointed representatives (or one representative and one alternate) to attend a SAM Meeting, and in the event that the District Board cannot meet to appoint another alternate, an appointee or alternate (or failing that, the Board President) may deputize another member of the District Board as a representative *pro tem* to attend a scheduled SAM Meeting.

GRANADA COMMUNITY SERVICES DISTRICT

RESOLUTION NO. 2017-____

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

WHEREAS, the Joint Powers Agreement creating the Sewer Authority Mid-Coastside (“Agreement”) is an agreement forming and authorizing the Sewer Authority Mid-Coastside Joint Powers Authority (“SAM”), and the Granada Community Services District (“District”) is a SAM Member Agency; and

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

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

WHEREAS, to ensure full District voting power at SAM meetings, District Bylaws, Article IV.B.1, provides that if, due to the inability of one or more of the two appointed representatives (or one representative and one alternate) to attend a SAM meeting, and in the event that the District Board cannot meet to appoint another alternate, a currently serving appointed representative or alternate representative who cannot attend a SAM Meeting (or failing that the President of the Board) may deputize an alternate representative *pro tem* to attend a scheduled SAM meeting and act as one of the District’s representatives; and

WHEREAS, the District wishes to appoint two (2) representatives, and one (1) alternate representative for the SAM Board of Directors.

NOW, THEREFORE BE IT RESOLVED, by the Board of Directors of the Granada Community Services District as follows:

_____ and _____ are appointed as representatives of the Granada Community Services District to serve as Board Members on the Sewer Authority Mid-Coastside Board of Directors.

_____ is appointed as the alternate representative of the Granada Community Services District to serve as a Board Member on the Sewer Authority Mid-Coastside Board of Directors in the absence of either representative.

The above and foregoing Resolution was regularly introduced and thereafter adopted and passed and adopted at the special meeting of the Board of Directors of the Granada Community Services District held on December 14, 2017 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Approved:

_____, President

Countersigned:

Delia Comito, Secretary

ITEM #10

GRANADA COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

To: Board of Directors

From: Chuck Duffy, General Manager

Subject: GCSD FY 2017/18 Budget Amendment - Sewer Authority Mid-Coastside Power System Failure Repair

Date: December 14, 2017

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



SEWER AUTHORITY MID-COASTSIDE

Board of Directors Meeting Agenda

Special Board Meeting 3:30 P.M. Thursday, December 7, 2017

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

1. CALL TO ORDER

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

2. PUBLIC COMMENT / ORAL COMMUNICATION

3. REGULAR BUSINESS

- A. In Compliance with Public Contract Code Section 22050, Declare the Bus Bar/Duct Power Supply Failure at the Treatment Plant an Emergency and Find that the Emergency Will Not Permit a Delay Resulting from A Competitive Solicitation for Bids for Repair Work in Response to the Emergency
- B. Authorize the General Manager to Enter into a Finance Agreement to Borrow \$250,000 from Marlin Finance to Pay for Emergency Repairs of the Bus Bar/Duct at the Treatment Plant
- C. In Compliance with Public Contract Code Section 20806, Adopt a Resolution Authorizing the General Manager to Contract with an Electrical Contractor for Emergency Repairs of the Bus Bar/Duct at the Treatment Plant
- D. In Compliance with Public Contract Code Section 20806, Adopt a Resolution Authorizing the Purchase of Replacement Bus Bar/Duct for Emergency Repairs of the Bus-Duct at the Treatment Plant

4. ADJOURNMENT

- Upcoming Regular Board Meetings: December 11, 2017, and January 8, 2018

The meeting will end by 4:30 p.m. unless extended by board vote.



SEWER AUTHORITY MID-COASTSIDE

Staff Report

TO: Honorable Board of Directors

FROM: Beverli A. Marshall, General Manager

DATE: April 4, 2017

SUBJECT: **Declare the Main Bus Bar/Duct Power Supply Failure at the Treatment Plant an Emergency and Find that the Emergency Will Not Permit a Delay Resulting from A Competitive Solicitation for Bids for Repair Work in Response to the Emergency**

Executive Summary

The purpose of this report is to discuss the main bus bar/duct power supply failure at the Treatment Plant the requirements of Public Contract Code Section 22050.

Fiscal Impact

The estimated cost of emergency repairs and related costs for this event is \$490,000.

<u>Item</u>	<u>Cost</u>
Fabrication and shipping replacement equipment	\$194,000
Installation of replacement equipment	\$126,000
Generator rental	\$90,000
Fuel for generators	\$50,000
Overtime for 24/7 operation staffing	<u>\$30,000</u>
Total	\$490,000

Background and Discussion/Report

On November 29, 2017, a portion of the electrical system between the PG&E transformer and the Treatment Plant started to smoke. Staff switched off the power and

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

transferred to the generator and called Coastside Fire and PG&E. PG&E was able to determine that the damaged bus bar/duct was SAM's responsibility to repair.



After examining the bus bar and duct, the Calcon representative was able to determine that cause of the failure was due to water entering the duct and shorting out the bus bar. Staff and contractors spoke with PG&E and were told that the only options for temporary electricity between PG&E and the plant would be to install overhead or underground lines. Staff and the contractors estimated that the temporary fix would take nearly the same amount of time as the permanent solution.

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

Staff estimates that the repairs and related services will cost approximately \$320,000, including 10% contingency for unforeseen needs. This exceeds the \$15,000 allowed under Public Contract Code § 20803, and would require a competitive solicitation for bids.

During the fabrication and installing lead time, which is estimated to be 20 working days, the only power supply will be from the on-site generator and back-up rental generator. Staff has determined that waiting for a competitive solicitation for bid could result in a significant delay and threat to public health based on the potential for a rain event and generator overload. This could result in a significant sanitary sewer overflow into the plant and ocean. The current use of generator power to operate the plant requires a certified operator on-site 24/7 to manually switch from the on-site generator to the back-up generator and reset necessary treatment processes.

In compliance with Public Contract Code § 22050, the Board of Directors must find that this emergency will not permit a delay resulting from a competitive solicitation for bids, and that immediate action is necessary to respond to the emergency.

Staff Recommendation

Staff recommends that the Board of Directors declare the main bus bar/duct power supply failure at the Treatment Plant an emergency and find that the emergency will not permit a delay resulting from a competitive solicitation for bids for repair work in response to the emergency.

Attachments

None

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





From: Beverli Marshall [mailto:bmarshall@samcleanswater.org]
Sent: Thursday, December 07, 2017 6:58 PM
To: Magda Gonzalez; Chuck Duffy; Kishen Prathivadi
Cc: Delia Comito; Cheldmaier
Subject: Re: SAM TP

All

The SAM board approved the requests and ask that I let you know the fiscal impact to each agency. I will prepare a budget amendment for presentation to the SAM board at the January meeting.

HMB \$255,780
GCSD \$128,380
MWSD \$105,840

From: Beverli Marshall [mailto:bmarshall@samcleanswater.org]
Sent: Thursday, December 7, 2017 3:10 PM
To: Chuck Duffy <cduffy@dudek.com>; Kishen Prathivadi <kishen@samcleanswater.org>
Cc: Delia Comito <dcomito@granada.ca.gov>; Magda Gonzalez <MGonzalez@hmbcity.com>; Cheldmaier <cheldmaier@coastside.net>
Subject: RE: SAM TP

Here is the information being discussed at the special board meeting today.

Beverli A. Marshall
General Manager

*"A collaborative Coastside organization that is engaged
With the community and provides the most environmentally
Sound and efficient methods for managing and reusing
Water and wastewater resources."*

SAM Strategic Plan - Vision

From: Chuck Duffy [mailto:cduffy@dudek.com]
Sent: Thursday, December 7, 2017 3:06 PM
To: Beverli Marshall <bmarshall@samcleanswater.org>; Kishen Prathivadi <kishen@samcleanswater.org>
Cc: Delia Comito <dcomito@granada.ca.gov>; Magda Gonzalez (<mgonzalez@hmbcity.com>) <mgonzalez@hmbcity.com>; Cheldmaier <cheldmaier@coastside.net>
Subject: SAM TP

Beverli/Kishen, I understand the treatment plant has experienced a complete loss of power and is running on generator power. Can you provide a brief update on the situation?

Chuck Duffy
Principal, District Management and Operations Group
DUDEK
750 Second Street
Encinitas, CA 92024
T: 760.479.4125
C: 760.522.4419

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

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

Budget Revenue Assumptions:

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

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

SEWER - EXPENDITURES

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

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

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

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

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

Budget Revenue Assumptions:

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

SEWER - CAPITAL PROJECTS AND RESERVE FUND BALANCE

<u>SEWER - CAPITAL PROJECTS</u>	FY 2017/18 Budget
1 . Mainline System Repairs	\$10,000
2 . Medio Creek Crossing Sewer Re-alignment	\$350,000
3 . Sewer Service Charge Rate and Reserve Study	\$35,000
4 . SAM - Recycled Water Project	\$15,000
5 . SAM - Capital Maintenance/Infrastructure Budget (orig. \$394,310)*	\$573,924
6 . SAM - Repair of Treatment Plant Power System Feed (unbudgeted)**	\$128,380
TOTAL CAPITAL IMPROVEMENT PROJECTS	\$1,112,304

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

** As amended at the 12-14-2017 board meeting

SEWER - CAPITAL RESERVE FUND BALANCE

1 . Beginning Balance on July 1	\$4,326,000
2 . Capital Projects	(\$1,112,304)
3 . Transfer (to)/from Operating Budget	(\$246,093)
4 . Transfer (to)/from Non-Operating Revenues	\$457,400
TOTAL RESERVE AT END OF FISCAL YEAR	\$3,425,003

GRANADA COMMUNITY SERVICES DISTRICT

FISCAL YEAR 2017/18 PARKS AND RECREATION DISTRICT BUDGET

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

GRANADA COMMUNITY SERVICES DISTRICT

RESOLUTION NO. 2017- ____

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

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

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

WHEREAS, following the required Public Hearing, the Granada Community Services District adopted its Fiscal Year 2017/18 Budget on July 20, 2017;

WHEREAS, the GCSD Fiscal Year 2017/18 Budget was previously amended at the October 19, 2017 district board meeting to provide for additional funding for the repair and replacement of Segments 1, 2, and 3 of the SAM IPS Force Main Replacement;

WHEREAS, on November 29, 2017, the SAM Wastewater Treatment Plant experienced an electrical system failure to the plant which requires immediate repair;

WHEREAS, on December 7, 2017, the SAM board voted to approve the emergency repair of the SAM Treatment Plant electrical system bus bar/duct;

WHEREAS, SAM requested that the District provide an additional \$128,380 as GCSD’s share of funding for the SAM Wastewater Treatment Plant electrical system bus bar/duct emergency repair;

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the Granada Community Services District does hereby adopt and approve an amendment to the Fiscal Year 2017/18 Budget by adding a line item to allocate \$128,380 of reserve funds for the SAM Wastewater Treatment Plant electrical system bus bar/duct emergency repair;

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

The above and foregoing Resolution was duly and regularly passed and adopted at a special meeting of the Board of Directors of the District held on the 14th day of December 2017, by the following vote:

AYES, and in favor thereof, Members:

NOES, Members:

ABSENT, Members:

ABSTAIN, Members:

_____, President

COUNTERSIGNED:

Delia Comito, Secretary

ITEM #11

MINUTES
SAM SPECIAL BOARD MEETING
November 11, 2017

1. CALL TO ORDER

Chair Slater-Carter called the meeting to order at 11:09 A.M. at the SAM Administration Building, located at 1000 N Cabrillo Highway, Half Moon Bay, CA 94019.

A. Roll Call

Directors Slater-Carter, Woren, Boyd, Blanchard, Ruddock, and Penrose were present. Also present were General Manager Marshall, General Counsel Nelson, Engineering & Construction Contracts Manager Prathivadi, and Supervisor of Treatment/Field Services Costello. Members of the public present were Harvey Rarback, Tim Monahan, and Bill Kehoe.

2. PUBLIC COMMENT - NONE

3 STRATEGIC PLAN WORKSHOP

Martin Rauch, Rauch Communication Consultants, Inc., led the discussion. Direction was given to staff.

4. ADJOURNMENT

Chair Slater-Carter adjourned the meeting at 2:30 P.M.

Respectfully Submitted,

Approved By:

Kathy Matthews
Recording Secretary

Board Secretary

MINUTES
SAM BOARD OF DIRECTORS MEETING
November 13, 2017

1. CALL TO ORDER

Chair Slater-Carter called the meeting to order at 7:02 p.m. at the SAM Administration Building, located at 1000 N. Cabrillo Highway, Half Moon Bay, CA 94019

A. Roll Call

Directors Ruddock, Blanchard, Woren, Slater-Carter, Penrose, and Boyd were present. Also present were General Manager Marshall, General Counsel Nelson, Engineering & Construction Contracts Manager Prathivadi, Supervisor of Treatment/Field Operations Costello, and Supervisor of Administrative Services Matthews.

B. Recognize November 19, 2017 as *World Toilet Day*

Chair Slater-Carter reminded everyone that Sunday, November 19, is World Toilet Day.

2. PUBLIC COMMENT/ORAL COMMUNICATION

Chair Slater-Carter referred to SAM flyers on F.O.G. and Think Before You Flush. She also suggested that SAM put an ad in the HMB Review at least once a year to remind the public of what they can do to help keep the oceans, beaches, neighborhoods, and sewer lines clean.

3. CONVENE IN CLOSED SESSION (*Items discussed in Closed Session comply with the Ralph M. Brown Act.*) 7:08 to 8:11

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

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

B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

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

C. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

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

D. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

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

E. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Paragraph (1) of Subdivision (d) of Section

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

F. CONFERENCE WITH DISTRICTS LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6: District's Designated Representatives: Beverli A. Marshall, General Manager
Employee Organization: Unrepresented Employees

G. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code 54957 – Title: General Manager

The Board went into closed session at 7:08 p.m.

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

The Board reconvened into open session at 8:11 p.m. Chair Slater-Carter reported that direction was given to staff.

5. PUBLIC COMMENT / ORAL COMMUNICATION

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

Director Woren pulled the minutes of the October 23, 2017 Special and Regular Board meetings, and asked that they be brought back to the December Board meeting.

Directors Woren & Ruddock pulled disbursements for November 13, 2017 for further discussion.

B. Approve Disbursements for November 13, 2017

C. Receive Quarterly Investment Report for Period Ending September 30, 2017

D. Reaffirm the Sewer Authority Mid-Coastside Investment Policy

After General Manager Marshall answered questions posed by Directors Woren & Ruddock, Chair Slater-Carter requested that the Visa detail report be included as part of the materials for the Disbursements to be presented at future Board meetings.

Regarding Item 6.D, Chair Slater-Carter requested that the first numbered paragraph of the Investment Policy and Guidelines, entitled "Investment Guidelines," be revised to make clear that the objectives are listed in order of their respective priority. Following the discussion, Director Woren moved and Director Boyd seconded the motion to approve agenda items 6B, 6C, and 6D with such changes to agenda item 6D as were discussed.

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

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

- A. Authorize General Manager to Execute a Contract with R.F. MacDonald Co. for the Demolition of Existing Burner Unit and Purchase and Installation of a New Unit in an Amount Not to Exceed \$52,000

General Manager Marshall reviewed the staff report and asked the Board to discuss the need to replace the existing burner unit to prevent permit compliance issues. A discussion ensued. Director Ruddock moved and Director Woren seconded the motion to authorize the General Manager to execute a contract with R.F. McDonald Company for the demolition of existing burner unit and purchase and installation of a new unit in an amount not to exceed \$52,000.

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

- B. Authorize Purchase of a Light Duty Truck to Replace SAM 5 in an Amount Not to Exceed \$30,000

After reviewing the staff report, General Manager Marshall recommended that the Board of Directors authorize her to purchase a light duty truck to replace SAM 5 in an amount not to exceed \$30,000. A discussion ensued. Director Slater-Carter suggested having SAM 5 repaired. She also suggested checking with James Ford to see if they have a suitable used truck that they received as a trade-in. Following discussion, Director Boyd made a motion to replace the engine on SAM 5. Director Penrose seconded the motion.

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

Chair Slater-Carter requested that staff place SAM 7 on a future agenda to discuss various replacement cost options.

- C. Authorize Contract with Lechowicz + Tseng municipal Consultants to Provide Sewer Rate Study Services in an Amount Not to Exceed \$29,750

Chair Slater-Carter recommended that the contract with Lechowicz + Tseng for the Sewer Rate Study services be given to the Finance Committee to be reviewed before bringing it back to the SAM Board for consideration. Director Ruddock suggested that this should also be discussed with the member agency managers. The Board concurred.

8. GENERAL MANAGER'S REPORT – NONE

9. ATTORNEY'S REPORT – NONE

10. DIRECTOR'S REPORT – NONE

11. TOPICS FOR FUTURE BOARD CONSIDERATION

A discussion ensued regarding an upcoming Board workshop to include the member agency managers. Director Ruddock stated that the HMB City Manager would not be available anytime soon and that the discussion of the contract services should be resolved at the next monthly managers' meeting.

12. ADJOURNMENT

Chair Slater-Carter adjourned the meeting at 9:08 p.m.

Respectfully Submitted,

Approved By:

Kathy Matthews
Recording Secretary

Board Secretary



SEWER AUTHORITY MID-COASTSIDE

Board of Directors Meeting Agenda

Special Board Meeting 3:30 P.M. Thursday, December 7, 2017

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

1. CALL TO ORDER

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

2. PUBLIC COMMENT / ORAL COMMUNICATION

3. REGULAR BUSINESS

- A. In Compliance with Public Contract Code Section 22050, Declare the Bus Bar/Duct Power Supply Failure at the Treatment Plant an Emergency and Find that the Emergency Will Not Permit a Delay Resulting from A Competitive Solicitation for Bids for Repair Work in Response to the Emergency
- B. Authorize the General Manager to Enter into a Finance Agreement to Borrow \$250,000 from Marlin Finance to Pay for Emergency Repairs of the Bus Bar/Duct at the Treatment Plant
- C. In Compliance with Public Contract Code Section 20806, Adopt a Resolution Authorizing the General Manager to Contract with an Electrical Contractor for Emergency Repairs of the Bus Bar/Duct at the Treatment Plant
- D. In Compliance with Public Contract Code Section 20806, Adopt a Resolution Authorizing the Purchase of Replacement Bus Bar/Duct for Emergency Repairs of the Bus-Duct at the Treatment Plant

4. ADJOURNMENT

- Upcoming Regular Board Meetings: December 11, 2017, and January 8, 2018

The meeting will end by 4:30 p.m. unless extended by board vote.

INFORMATION FOR THE PUBLIC

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

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

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



SEWER AUTHORITY MID-COASTSIDE

Board of Directors Meeting Agenda

Regular Board Meeting 7:00 PM, Monday, December 11, 2017

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

1. CALL TO ORDER

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

2. PUBLIC COMMENT / ORAL COMMUNICATION

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

- A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant Exposure to Litigation Pursuant to Government Code Paragraph (2) of Subdivision (d) of Section 54956.9: (One Case)
- B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant Exposure to Litigation Pursuant to Government Code Paragraph (2) of Subdivision (d) of Section 54956.9: (Nine Cases)
- C. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant Exposure to Litigation Pursuant to Government Code Paragraph (2) of Subdivision (d) of Section 54956.9: (Four Cases)
- D. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Paragraph (1) of Subdivision (d) of Section 54956.9: (San Francisco Bay Regional Water Quality Control Board v. Sewer Authority Mid-Coastside, Complaint R2-2017-1024)
- E. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Paragraph (1) of Subdivision (d) of Section 54956.9: (Half Moon Bay v. Granada CSD, Montara WSD & Sewer Authority Mid-Coastside)

F. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code 54957 – Title: General Manager

4. **CONVENE IN OPEN SESSION** (*Report Out on Closed Session Items*)
5. **PUBLIC COMMENT / ORAL COMMUNICATION**
6. **CONSENT AGENDA** (*Consent items are considered routine and will be approved / adopted by a single motion and vote unless a request for removal for discussion or explanation is received from the public or Board.*)
 - A. Approve Minutes of the October 23, November 11, and November 13, 2017, Special and Regular Board Meetings (**Attachment**)
 - B. Approve Disbursements for December 11, 2017 (**Attachment**)
 - C. Receive Monthly Budget Report for Period Ending October 31, 2017 (**Attachment**)
 - D. Authorize General Manager to Approve Expenditures for Routine Pump Repair Services from Peninsula Pump & Equipment, Inc. Up to A Maximum of \$75,000 for Fiscal Year 2017/18 (**Attachment**)
 - E. Authorize General Manager to Approve Purchases of Treatment-Related Chemicals from Univar USA Inc. Through Bay Area Consortium in an Amount Not to Exceed \$85,000 for Fiscal Year 2017/18 (**Attachment**)
 - F. Authorize General Manager to Attend, and Reimburse Expenses Related to, the California Association of Sanitation Agencies (CASA) Winter Conference January 24 – 26, 2018, in Palm Springs, CA (**Attachment**)
7. **REGULAR BUSINESS** (*The Board will discuss, seek public input, and possibly take action on the following items.*)
 - A. Amend the Unrepresented Employee Manual Effective January 1, 2018 and Amend the SAM Wage Schedule as of January 1, 2018 (**Attachment**)
 - B. Authorize the General Manager to Execute a Non-Domestic Wastewater Discharge Agreement with Browning-Ferris Industries of California, Inc., for the Discharge of Leachate Water from Ox Mountain Landfill into the SAM Sanitary Sewer System at a Designated Location (**Attachment**)
 - C. Discuss Contract Collection Services for FY 2018/19 and Give Direction
8. **GENERAL MANAGER'S REPORT**
 - A. Receive Manager's Report for October 2017
9. **ATTORNEY'S REPORT**



SEWER AUTHORITY MID-COASTSIDE

Staff Report

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

Executive Summary

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

Fiscal Impact

There is no fiscal impact from this report.

Strategic Plan Compliance

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

Background and Discussion/Report

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

<i>Key Indicators of Performance</i>		<i>Flow Report (See Attachment A)</i>		
NPDES Permit Violations:	0	Half Moon Bay	0.685	57.9%
Accidents, Injuries, etc.:	0	Granada CSD	0.278	23.5%
Reportable Spills Cat 1:	1	Montara W&SD	<u>0.220</u>	<u>18.6%</u>
Reportable Spills Cat 2:	0	Total	1.183	100%
Reportable Spills Cat 3:	1			

Administration

There were two Board meetings in the month of October (23rd) 2017. There were no requests for public records during the month of October.

BOARD MEMBERS:	J. Blanchard	S. Boyd	D. Penrose
	D. Ruddock	K. Slater-Carter	L. Woren
ALTERNATE MEMBERS:	M. Clark	J. Harvey	B. Huber
	R. Kowalczyk ¹⁷⁵	H. Rarback	

There were four media articles during the month of October referencing the Sewer Authority Mid-Coastside or sewer-related issues: “Community Questions Ability to Support Major Development”, October 4, 2017, Half Moon Bay Review; “SAM Authorizes Midcoast Sewer Work”, October 12, 2017, Half Moon Bay Review; “SAM Moves Ahead with Pipeline”, October 19, 2017, Half Moon Bay Review; and, “NIMBYism is Driving Up Cost of Living in California”, October 25, 2017, Half Moon Bay Review.

There were no work-related accidents, injuries, or illnesses resulting in lost time in October. Staff has worked since March 10, 2011, without a lost time incident (2,427 days).

There were no employee anniversaries in the month of October.

Operations & Maintenance

Staff has begun the preparations for this year’s potential storm events. The following actions have been completed or are in progress.

Montara Pump Station – The Baker tanks are in place to allow for an additional storage volume of 120,000 gallons at that station on top of the existing Walker Tank, which has a capacity of 434,000 gallons.

The Portola Station – Two additional Baker Tanks were put in to allow for an additional 40,000 gallons of storage on top of the 200,000 gallons of unground storage capacity.

Princeton Pump Station – One of the pumps at was rebuilt. The rest of the pumps at pump stations are in the process of being inspected as well.

Pump Station Annual Electrical Inspections – Calcon Systems, Inc. recently completed the annual electrical inspection and have begun to address items of concern.

Generators – Staff scheduled the load testing of field generators to begin the week of October 23.

Treatment Plant – Staff had Peterson conduct the annual generator inspection. The main electrical inspections are being scheduled.

Staff installed a de-ragger at Portola PS in July 2017. Prior to installation, the pumps at Portola PS used to clog twice every week and it took 45 minutes to one hour to clean each pump. With this installation, staff has been able to save energy (\$500 per month) for a total savings of \$6,000 per year. It also allows staff to more efficiently manpower for other necessary tasks.

BOARD MEMBERS:	J. Blanchard	S. Boyd	D. Penrose
	D. Ruddock	K. Slater-Carter	L. Woren
ALTERNATE MEMBERS:	M. Clark	J. Harvey	B. Huber
	R. Kowalczyk ¹⁷⁶	H. Rarback	

During the month of October SAM experienced several system issues and events.

- October 4 – Waste gas flare failed, but staff was able to reset. WAS pump stopped working due to a VFD issue, but staff was able to get it going with assistance from Cal-Con. David Patzer conducted OERP training for field staff.
- October 5 – Flare failed again we were able to reset it. Cal –Con was in to work on the bisulfite tank heating and level system.
- October 10 – Du-all safety conducted training for Lockout/Tagout and electrical safety.
- October 11 – High School “Sewer Science” plant tours for the biology classes. Approximately 120 students participated in the tours.
- October 12 – High School “Sewer Science” plant tours for the biology classes. Approximately 120 students participated in the tours.
- October 13 - Calcon assisted staff with issues related to pressure switches on the press feed pumps that caused recurring alarms.
- October 15 – Waste gas flare failed, but staff was able to reset.
- October 16 – Boiler #1 failed, but staff was able to reset.
- October 17 – Waste gas flare failed, but staff was able to reset. Boiler #1 failed, but staff was able to reset. Sludge pump #4 failed and staff switched to pump #5 to investigate issue.
- October 18 – Hypo feed line had a partial blockage and staff was able to clear the blockage.
- October 19 – PSI was onsite to clean the syphon line inside the plant as well as televise a section of the main line Bev Cunha Country Road in response to a sinkhole. It was determined that there was no problem on that section of line. The Engineering & Construction Contracts Manager and Supervisor of Treatment/Field Operations attended the CWEA-hosted Sewer Summit in Oakland.

BOARD MEMBERS:	J. Blanchard	S. Boyd	D. Penrose
	D. Ruddock	K. Slater-Carter	L. Woren
ALTERNATE MEMBERS:	M. Clark	J. Harvey	B. Huber
	R. Kowalczyk¹⁷⁷	H. Rarback	

October 20 – Calcon completed work on the bisulfite heating system. Boiler #1 failed on high fire, staff switched to Boiler #2.

October 23 – Waste gas flare failed, but staff was able to reset.

October 24 – RF McDonald worked on waste gas flare and Boiler #1. Supervisor of Treatment/Field Operations and Senior Operator attended the TNI lab training, which is the first in a series of 6 trainings regarding new standards for the lab.

October 25 – RF McDonald was onsite to continue working on Boiler #1. All staff participated in a defensive driving training course.

October 26 – RF McDonald was onsite to continue working on Boiler #1 and the waste gas flare.

October 27 – Bisulfite pumps were serviced.

October 28 – Waste gas flare failed, but staff was able to reset.

October 29 – Waste gas flare failed, but staff was able to reset.

Maintenance staff began changing gear oils and working on daily preventative maintenance along with vendors. Staff identified dates to have Digester #1 cleaned and has been in contact with the contractor. Staff identified a need to address an issue with Digester #2 before Digester #1 is taken out of service for cleaning.

The work has been completed on the new Bisulfite tank and the confusion between the heating element manufacturer and the tank supplier has been resolved.

Operations at the Portola pump station are still modified at this time. Staff continues to use the wet weather flow storage basin as a modified EQ basin to reduce stress on sections of the IPS south of Portola Pump Station. Staff is expecting the delivery of new pipe for the IPS repair by the end of November or early December.

Rainfall totals were 0.37 inches at the plant, 0.37 inches at the Montara station, and 0.41 inches were recorded for the El Granada area.

There were ten deliveries (approximately 9,700 gallons) of trucked waste discharged at the SAM plant for a total revenue of \$970.00. There was 402,796 gallons of leachate delivered to SAM (via the manhole near Rocket Farms) and staff continues to evaluate data to determine if there is any adverse effect on the process from the leachate.

BOARD MEMBERS:	J. Blanchard	S. Boyd	D. Penrose
	D. Ruddock	K. Slater-Carter	L. Woren
ALTERNATE MEMBERS:	M. Clark	J. Harvey	B. Huber
	R. Kowalczyk ¹⁷⁸	H. Rarback	

The NPDES data report for October 2017 is attached reference (Attachment B).

Contract Collection Services

SAM cleaned approximately 45,903 feet of sewer line and responded to six calls for sewer spills: four were private lateral related (one in HMB, one in GCSD, and two in MWSD) and two were reportable SSOs (one in HMB and one in GCSD).

The one in HMB resulted in a Category 1 SSO, which was caused by grease accumulation. The result was an overflow of approximately 6,137 gallons escaping the system. This volume was determined using the flow velocity calculation in the OERP. Staff estimated that approximately 2020 gallons was recovered and returned to the system. Approximately 225 gallons reached Pilarcitos creek, where staff took samples at 5 locations in the creek as well as at the beach. A health hazard was posted at the beach for 1 day while the results of the samplings were reviewed. The following day we received e-mail notification from the county that it was determined safe to remove the posted signs from the beach. The rest of the volume was determined to have been absorbed into the ground in the thick overgrowth area near the creek. This was in a section of line that appears to have a belly in the line, which does not allow for proper flow, and causes F.O.G. to accumulate. Staff has scheduled this section for more frequent cleaning than once each year.

The one in the GCSD service area resulted in a Category 3 SSO, which was caused by a 4" x 6" PVC reducer that somehow entered the main line. The result was 10 gallons escaping the system and soaking into the ground.

The latest collection system data report is attached (Attachment C) for the Board's information. There was one Category 1, no Category 2, and one Category 3 SSO during the month of October. A collection services report for each member agency has been included for the Board's information (Attachment D).

Staff Recommendation

Staff recommends that the Board receive the monthly Manager's Report for October 2017.

Supporting Documents

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

BOARD MEMBERS:	J. Blanchard	S. Boyd	D. Penrose
	D. Ruddock	K. Slater-Carter	L. Woren
ALTERNATE MEMBERS:	M. Clark	J. Harvey	B. Huber
	R. Kowalczyk ¹⁷⁹	H. Rarback	

Attachment A

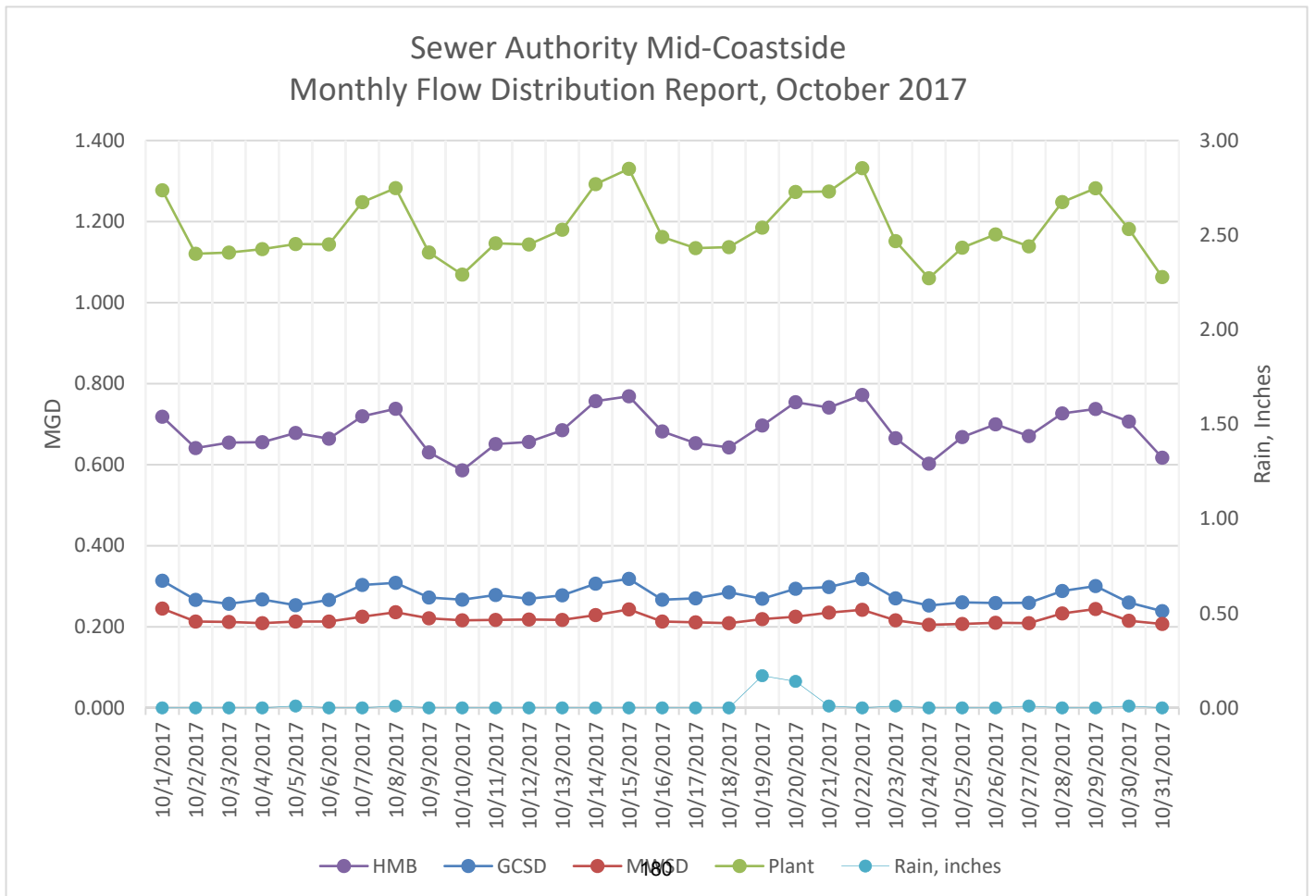
Flow Distribution Report Summary For October 2017

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

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

The summary of the ADF information is as follows:

	<u>MGD</u>	<u>%</u>
The City of Half Moon Bay	0.685	57.9%
Granada Community Services District	0.278	23.5%
Montara Water and Sanitary District	<u>0.220</u>	<u>18.6%</u>
Total	1.183	100.0%



Sewer Authority Mid-Coastside

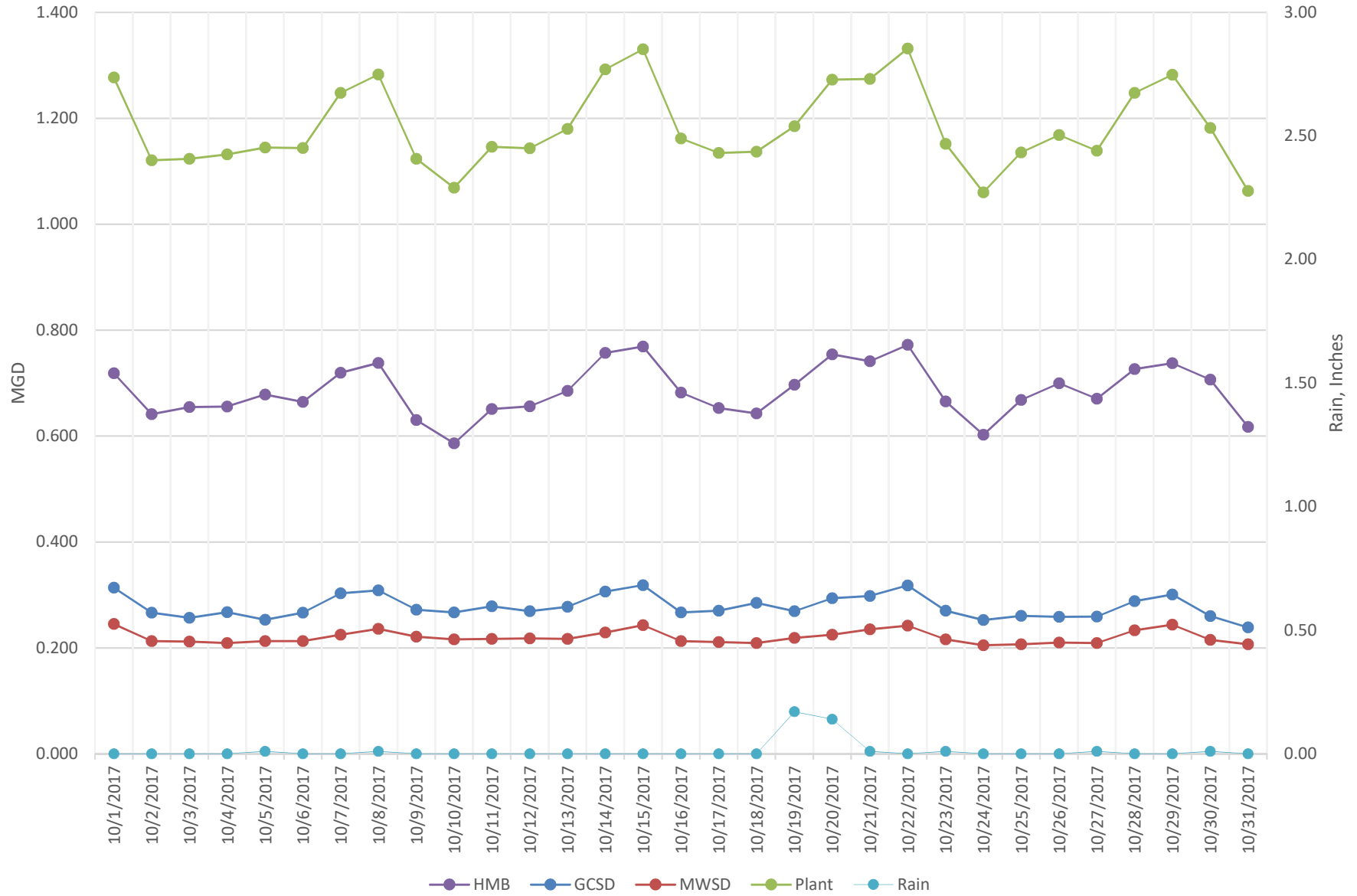
Monthly Flow Distribution Report for October 2017

<u>Date</u>	<u>HMB</u>	<u>GCSD</u>	<u>MWSD</u>	<u>Plant</u>	<u>Rain Plant</u>	<u>Rain Portola</u>	<u>Rain Montara</u>
10/1/2017	0.718	0.314	0.245	1.277	0.00	0.00	0.00
10/2/2017	0.641	0.266	0.213	1.121	0.00	0.00	0.00
10/3/2017	0.655	0.257	0.212	1.124	0.00	0.00	0.00
10/4/2017	0.656	0.267	0.209	1.132	0.00	0.00	0.00
10/5/2017	0.678	0.253	0.213	1.145	0.01	0.00	0.00
10/6/2017	0.664	0.266	0.213	1.144	0.00	0.00	0.00
10/7/2017	0.720	0.303	0.225	1.248	0.00	0.00	0.00
10/8/2017	0.738	0.309	0.236	1.283	0.01	0.00	0.00
10/9/2017	0.630	0.272	0.221	1.124	0.00	0.00	0.00
10/10/2017	0.586	0.267	0.216	1.069	0.00	0.00	0.00
10/11/2017	0.651	0.279	0.217	1.146	0.00	0.00	0.00
10/12/2017	0.656	0.269	0.218	1.143	0.00	0.00	0.00
10/13/2017	0.685	0.278	0.217	1.180	0.00	0.00	0.00
10/14/2017	0.757	0.306	0.229	1.292	0.00	0.00	0.00
10/15/2017	0.769	0.318	0.243	1.330	0.00	0.00	0.00
10/16/2017	0.682	0.267	0.213	1.162	0.00	0.00	0.00
10/17/2017	0.653	0.270	0.211	1.134	0.00	0.00	0.00
10/18/2017	0.643	0.285	0.209	1.137	0.00	0.00	0.00
10/19/2017	0.697	0.269	0.219	1.185	0.17	0.17	0.19
10/20/2017	0.754	0.294	0.225	1.273	0.14	0.24	0.18
10/21/2017	0.741	0.298	0.235	1.274	0.01	0.00	0.00
10/22/2017	0.772	0.318	0.242	1.332	0.00	0.00	0.00
10/23/2017	0.665	0.270	0.216	1.152	0.01	0.00	0.00
10/24/2017	0.603	0.253	0.205	1.060	0.00	0.00	0.00
10/25/2017	0.668	0.260	0.207	1.136	0.00	0.00	0.00
10/26/2017	0.700	0.259	0.210	1.168	0.00	0.00	0.00
10/27/2017	0.671	0.259	0.209	1.139	0.01	0.00	0.00
10/28/2017	0.727	0.288	0.233	1.248	0.00	0.00	0.00
10/29/2017	0.738	0.301	0.244	1.282	0.00	0.00	0.00
10/30/2017	0.707	0.260	0.215	1.182	0.01	0.00	0.00
10/31/2017	0.617	0.239	0.207	1.063	0.00	0.00	0.00
Totals	21.241	8.616	6.827	36.684	0.37	0.41	0.37

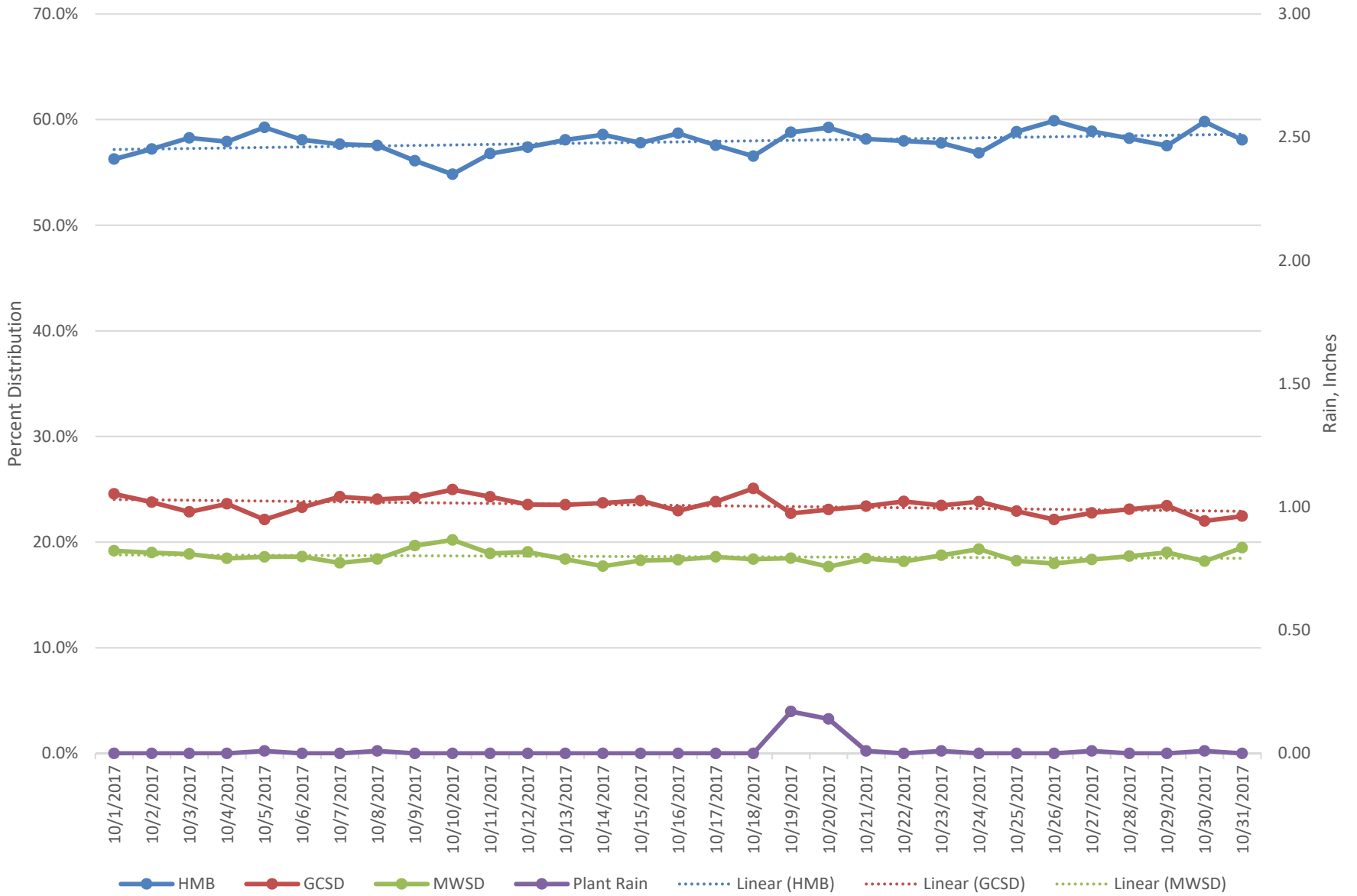
Summary

	<u>HMB</u>	<u>GCSD</u>	<u>MWSD</u>	<u>Plant</u>
Minimum	0.586	0.239	0.205	1.060
Average	0.685	0.278	0.220	1.183
Maximum	0.772	0.318	0.245	1.332
Distribution	57.9%	23.5%	18.6%	100.0%

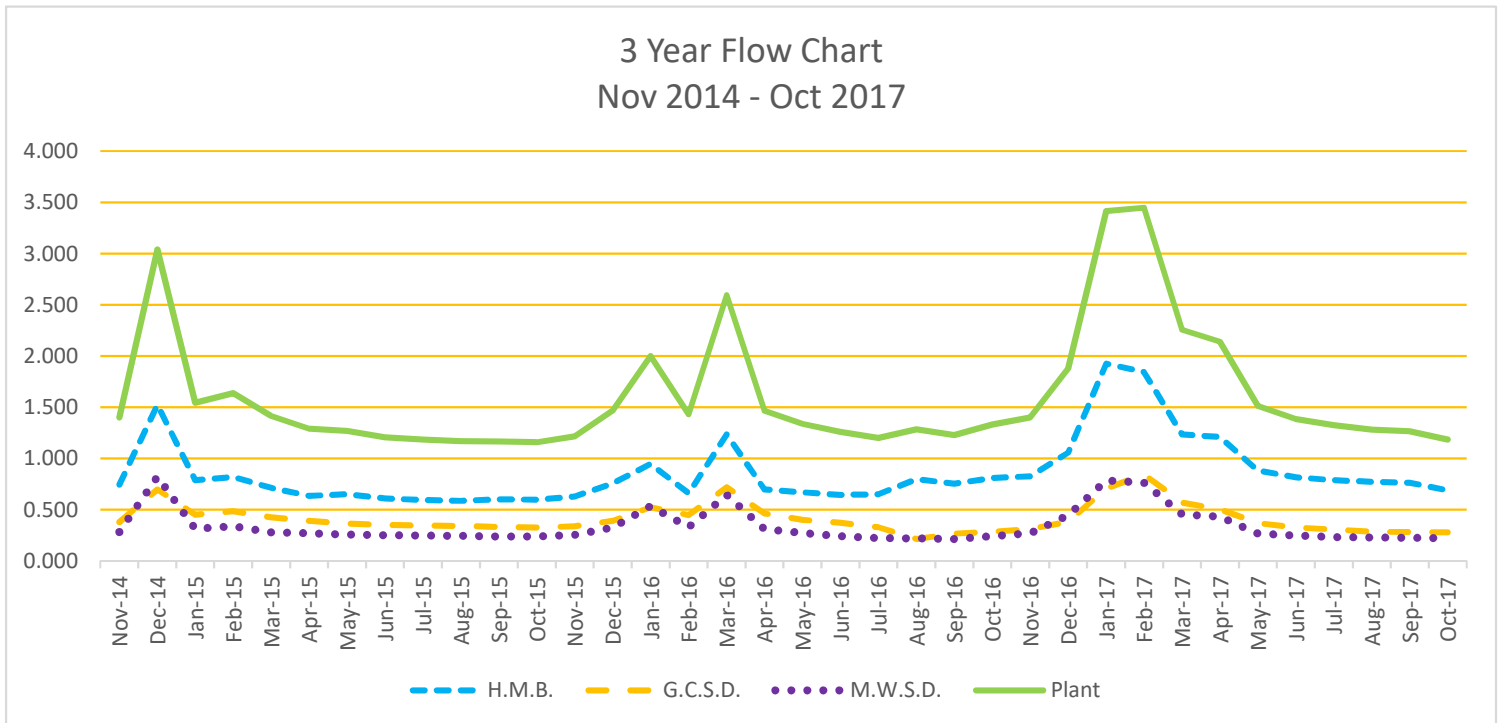
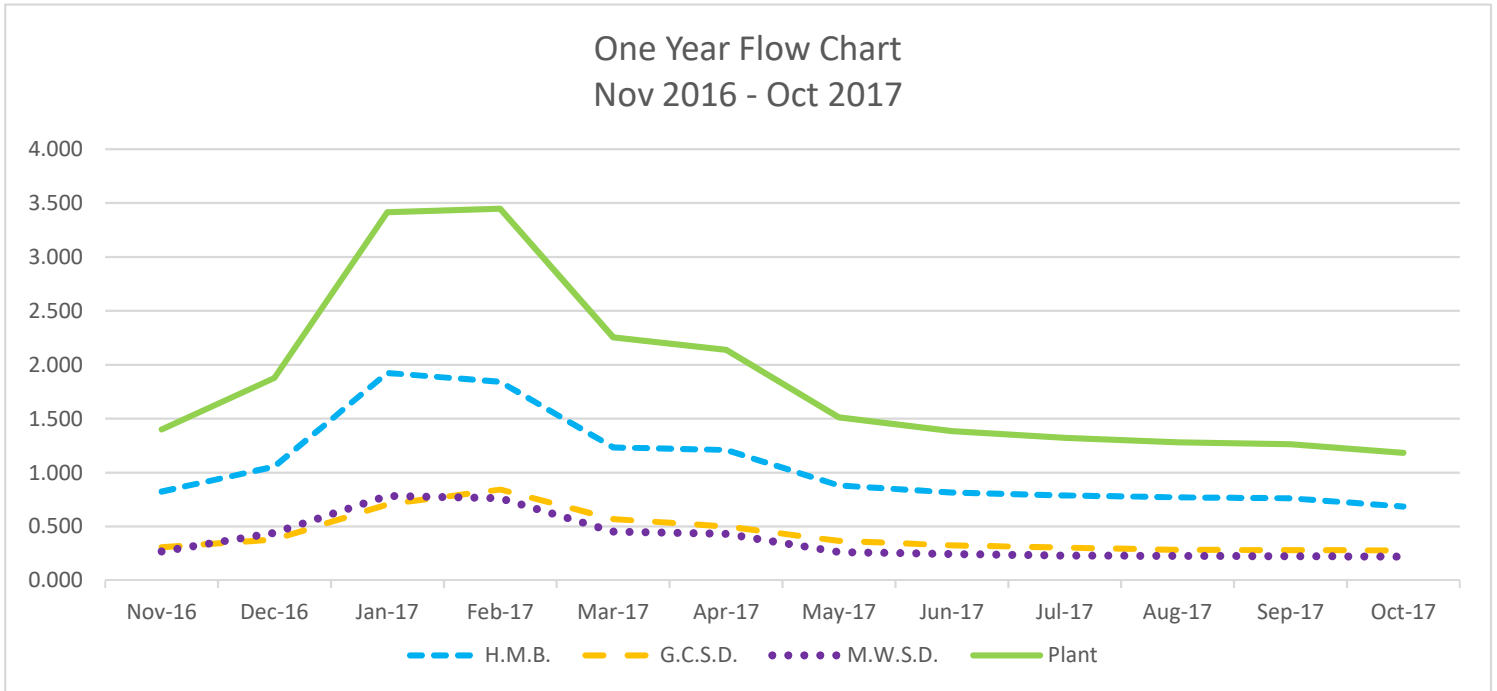
Sewer Authority Mid-Coastside Monthly Flow Distribution Report, October 2017



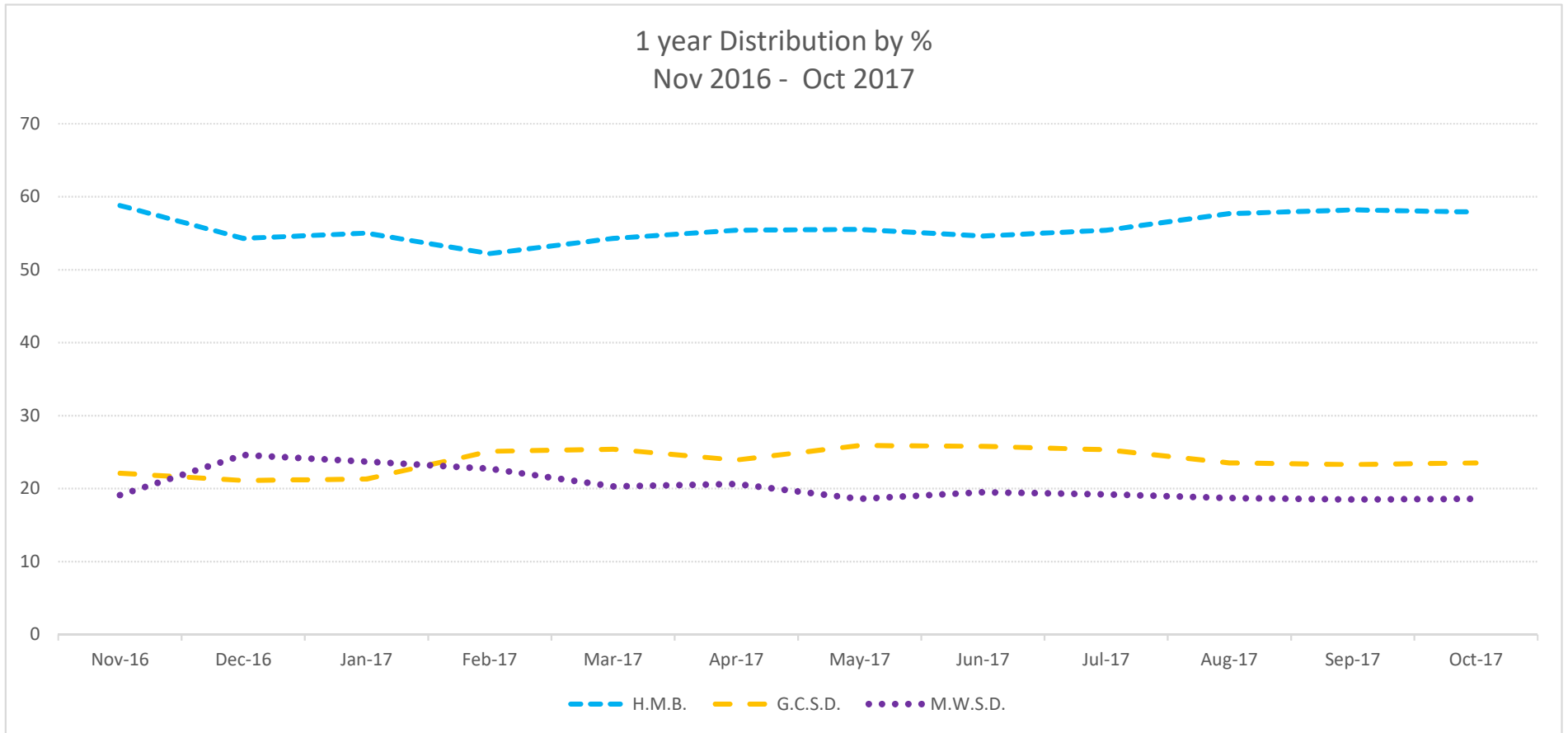
Percent Distribution October 2017



Most recent flow calibration December 2016 PS, November 2016 Plant



Flow based percent distribution based for past year



Sewer Authority Mid-Coastside

Monthly Collection System Activity/SSO Distribution Report, October 2017

October 2017

	Total	Number of S.S.O's			
		HMB	GCS D	MWSD	SAM
Roots	0	0	0	0	0
Grease	1	1	0	0	0
Mechanical	0	0	0	0	0
Wet Weather	0	0	0	0	0
Other	1	0	1	0	0
Total	2	1	1	0	0
		50%	50%		

12 Month Moving Total

	Total	12 month rolling Number			
		HMB	GCS D	MWSD	SAM
Roots	0	0	0	0	0
Grease	1	1	0	0	0
Mechanical	5	0	0	1	4
Wet Weather	2	2	0	0	0
Other	3	0	1	2	0
Total	11	3	1	3	4
		27%	9%	27%	36%

Reportable SSOs

	Total	Reportable Number of S.S.O.'s			
		HMB	GCS D	MWSD	SAM
October 2017	2	1	1	0	0
12 Month Moving Total	11	3	1	3	4

SSOs / Year / 100 Miles

	Total	Number of S.S.O.'s /Year/100 Miles			
		HMB	GCS D	MWSD	SAM
October 2017	1.9	2.7	3.0	0.0	0.0
12 Month Moving Total	10.5	8.1	3.0	11.1	54.8
Category 1	4.8	5.4	0.0	3.7	27.4
Category 2	1.9	2.7	0.0	0.0	13.7
Category 3	3.8	0.0	3.0	7.4	13.7
Miles of Sewers	104.5	37.0	33.2	27.0	7.3
		35.4%	31.8%	25.8%	7.0%

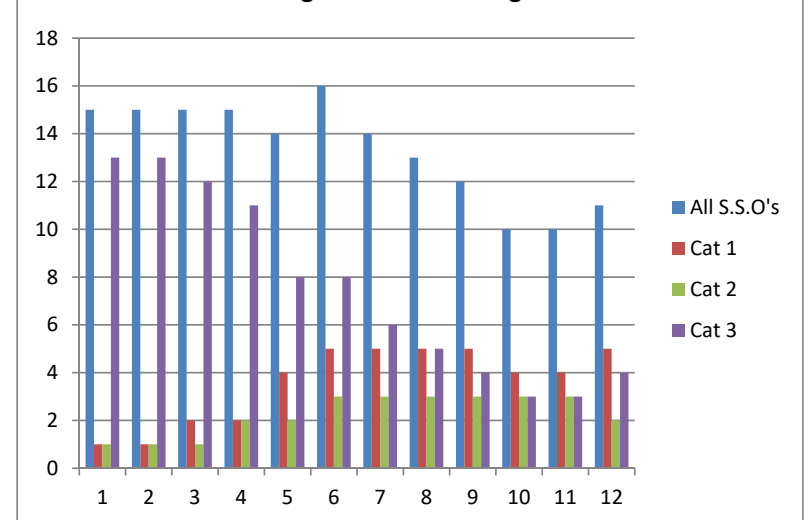
12 Month Rolling Total Sewer Cleaning Summary

Month	HMB	GCS D	MWSD	Total Feet	Total Miles
Nov - 16	25,535	33,638	10,436	69,609	13.2
Dec - 16	33,928	19,306	10,127	63,361	12.0
Jan - 17	16,650	16,144	11,837	44,631	8.5
Feb - 17	12,216	4,866	11,531	28,613	5.4
Mar - 17	15,347	11,667	10,133	37,147	7.0
Apr - 17	13,101	11,588	11,460	36,149	6.8
May - 17	12,044	12,483	9,547	34,074	6.5
June - 17	18,411	17,317	8,567	44,295	8.4
July - 17	28,276	20,290	6,368	54,934	10.4
Aug - 17	21,769	22,465	20,044	64,278	12.2
Sep - 17	18,710	17,419	11,347	47,476	9.0
Oct - 17	19,336	11,871	14,696	45,903	8.7

Annual ft	235,323	199,054	136,093	570,470	
-----------	---------	---------	---------	---------	--

Annual Mi.	44.6	37.7	25.8		108.0
------------	------	------	------	--	-------

12 Month Moving SSO Totals Through October 2017





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

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

Basic Services

Feet of Sewer Line Cleaned:	<u>11,871 ft</u>	Manholes Inspected:	<u>59</u>
Feet of Hot Spot Sections Cleaned:	<u>0 ft</u>	Areas Unable to be Cleaned:	<u>0</u>
Sanitary Sewer Overflows:	<u>1</u>	Customer Service Call Responses:	<u>0</u>
Sewer Line/Manhole Failures:	<u>0</u>	Non-Emergency Repairs:	<u>0</u>
Emergency Repairs Completed:	<u>0</u>	Amount Spent on Repairs Completed:	<u>0</u>

Extended Services

Mechanic Hours:	<u>10.09</u>	Work Orders Completed:	<u>22</u>
Work Orders Incomplete:	<u>0</u>	Work Orders Total:	<u>22</u>
Annual Mechanic Hours to Date*:	<u>142.24</u>	Annual Lift Station Hours to Date*:	<u>142.24</u>

Administrative Services

Claims Reported to Insurance:	<u>0</u>	USA Markings Completed:	<u>35</u>
F.O.G. Inspections Completed:	<u>0</u>	F.O.G. Inspections Passed:	<u>0</u>
F.O.G. Inspections Failed:	<u>0</u>	Permit Inspections:	<u>0</u>

Attachments

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

*- Data being collected from Sept 2016

ITEM #12



GRANADA COMMUNITY SERVICES DISTRICT

Minutes BOARD OF DIRECTORS SPECIAL AND REGULAR MEETINGS

Thursday, October 19, 2017

CALL SPECIAL MEETING TO ORDER

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

ROLL CALL

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

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

GENERAL PUBLIC PARTICIPATION

None.

ADJOURN TO CLOSED SESSION

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

District's Negotiator: Chuck Duffy.

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

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

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

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

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

RECONVENE TO OPEN SESSION

There was no reportable action from the Closed Session.

ADJOURN SPECIAL MEETING

CALL REGULAR MEETING TO ORDER

The regular meeting was called to order at 7:38 p.m.

ROLL CALL

GENERAL PUBLIC PARTICIPATION

Director Woren announced the upcoming local drop-off day, and resident Fran Pollard suggested moving the event up one weekend so more people know about it.

Director Seaton suggested monthly special meetings regarding parks. Staff was instructed to circulate suggestions.

ACTION AGENDA

1. Consideration of Committee Recommendations Regarding the Natural Resources Management Plan and other Possible Projects on the Burnham Strip Parcel.

The General Manager indicated that Directors Dye and Woren were appointed to a Burnham Strip Planning Committee at the last meeting, and introduced Director Dye to report on the committee meeting held with the Resource Conservation District (RCD) staff.

Director Dye said the Committee was recommending initiating Project 1 of the Management Plan to eradicate the evasive and non-native weeds, and to hydro-seed with native vegetation on the non-riparian portions of the parcel. She said the project would not interfere with future park planning on the parcel. Joe Issel, Natural Resources Specialist of the RCD, was present to explain what the Scope of Work would entail to initiate the project. The Committee recommended approval with a cost not to exceed \$5,000.

ACTION: Director Dye moved to approve directing the RCD to prepare a Scope of Work for Project 1 of the Burnham Strip Management Plan, not to exceed \$5,000. (Dye/Woren). Approved 5-0.

Chris Porter from Recology of the Coast announced that Recology is going donate \$5,000 to the District for this project. The Board thanked Ms. Porter for Recology's contribution.

2. Approval of Parks and Recreation Property Tax Transfer Agreement with the City of Half Moon Bay.

Mr. Duffy explained that as a condition of the District's 2014 reorganization, LAFCo required the District to agree to pass through a portion of the property tax revenue collected in the City of Half Moon Bay overlap area. The Agreement, thought to have been approved by the Board at that time but apparently overlooked, is now presented to clean up the loose end. He said the City of Half Moon Bay approved the Agreement in January 2014, but never executed it. Once approved and executed, the District will transfer (reimburse) property tax to the City based on a calculation formula provided in the Agreement.

ACTION: Director Woren moved to approve the Funding Agreement effective on January 1, 2014. (Woren/Clark). Approved 5-0.

3. Consideration of County of San Mateo Permit Agreement for Medians and Plazas.

The Agreement needed for the District to implement park improvements on the EG medians has been held up at the County for six months due to some essential legal changes requested by the District. The Board was provided with a copy of the Agreement with the mark-ups and comments. However, Counsel indicated that many of the issues concerning him had been resolved.

ACTION: Director Woren moved to approve the Agreement as amended and authorized the General Manager to sign it. (Woren/Clark). Approved 5-0.

4. Consideration of Amendment to Franchise Agreement with Recology of the Coast for Solid Waste and Recycling Services, Adoption of Schedule of Rate Increases in Fees and Charges Through 2022 Subject to Proposition 218 Process, and Initiation of Proposition 218 Process.

The term of the existing franchise agreement expires on 12/31/17 and Recology requested to extend it by amendment for a period of ten years, with a few changes including Recology providing a 96-gallon rolling cart for greenwaste, a start time change from 7:00 am to 6:00 am, and a 5.76% rate increase proposed on 1/1/18, subject to Prop. 2018 proceedings.

The General Manager approved the agreement in substantial form. The Board held a discussion and Chris Porter, Recology General Manager, answered questions. She said that the ten-year agreement provides rate stabilization.

ACTION: Director Clark moved to approve the Amendment to the Agreement subject to the Proposition 218 process. (Clark/Woren). Approved 5-0.

5. Consideration of Amendment to GCSD FY 2017-18 Budget for SAM IPS Force Main Repair and Replacement of Segment 1, 2 and 3, and Associated Resolution.

Duffy provided the report and bids as provided to the SAM Board, who approved a base bid for repair of Segments 1 and 3 of the IPS Force Main, and an alternate bid for segment 2, which requires District approval to increase the budget to accommodate the additional costs.

ACTION: Director Woren moved to approve the resolution amending the FY17/18 District Budget (Res. 2017-007). (Woren/Clark). Approved 5-0.

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

Director Woren requested that Item 8 of the Consent Agenda be pulled for discussion.

CONSENT AGENDA

7. Approval of September 21, 2017 Meeting Minutes.

9. Approval of August 2017 Financial Statements.

10. Approval of Assessment District Distribution #4-17/18.

ACTION: Director Woren moved to approve Items 7, 9, and 10 of the Consent Agenda. (Woren/Dye). Approved 5-0.

8. Approval of October Warrants for \$178, 341.65.

Director Woren said that the check issued to Director Seaton for director compensation was in error, as Director Seaton was not present at the last meeting. Staff will void the check.

ACTION: Director Woren moved to approve Item 8. (Woren/Clark). Approved 5-0.

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)

15. Engineer's Report. (Kennedy Jenks)

16. Future Agenda Items

ADJOURN REGULAR MEETING

The regular meeting was adjourned at 9:51 p.m.

SUBMITTED BY:

APPROVED BY:

Delia Comito, Secretary

Chuck Duffy, General Manager

Date Approved by Board:

ITEM #13

Granada Community Services District
November 2017 Warrants
For the December 14, 2017 Board of Director's Meeting

Date	Num	Name	Memo	Account	Amount
11/16/17	6687	Alhambra & Sierra Springs	Oct 2017	6140 · Office Supplies	30.81
11/16/17	6688	AT&T	11/5/17 - 12/4/17 Pump Stn Alarm Svc	6170 · Utilities	69.55
11/16/17	6689	Bacchus Press	Inv dtd 10/27/17 Prop 218 Notice	6160 · Publications & Notices	3,076.54
11/16/17	6690	Barbara Dye	GCSO 10/19/17	6040 · Directors' Compensation	145.00
11/16/17	6691	Comcast	11/13/17 - 12/12/17 Svcs	6170 · Utilities	125.63
11/16/17	6692	CoreLogic Solutions, LLC	Nov 2017	6100 · Memberships	160.50
11/16/17	6693	David Seaton	GCSO 10/19/17	6040 · Directors' Compensation	145.00
11/16/17	6694	Dudek	8/26/17 - 10/27/17 Prof. Svcs	6151 · General Manager	15,750.00
11/16/17	6695	Express Plumbing	10/19/17 Svc at Medio Creek	1617-1 · Medio Creek Xing/Mirada Sewer	2,500.00
11/16/17	6696	Half Moon Bay Review	9/20/17 PAC Ad	6310 · Park Related Misc Expenses	54.00
11/16/17	6697	Hue & Cry	Nov 2017 Pump Stn Alarm	6170 · Utilities	32.65
11/16/17	6698	Jim Blanchard	GCSO 10/19/17	6040 · Directors' Compensation	145.00
11/16/17	6699	KBA Docusys Inc	7/24/17 - 10/23/17	6020 · Copier Lease	366.66
11/16/17	6700	Leonard Woren	GCSO 10/19/17, SAM 10/9/17 & 10/23/17	6040 · Directors' Compensation	235.00
11/16/17	6701	Matthew Clark	GCSO 10/19/17, SAM 10/9/17 & 10/23/17	6040 · Directors' Compensation	235.00
11/16/17	6702	One Legal	Invs dtd 9/5/17 & 9/6/17 Filing Fees for IPS	6094 · Legal IPS	168.90
11/16/17	6703	Pacifica Community TV	10/19/17 GCSO Board Mtg	6180 · Video Taping	250.00
11/16/17	6704	PG&E	Pump Stn Inv dtd 10/17/17	6170 · Utilities	239.25
11/16/17	6705	PGE	Office Inv dtd 10/24/17	6170 · Utilities	204.31
11/16/17	6706	Pitney Bowes	Inv dtd 10/31/17	6140 · Office Supplies	61.72
11/16/17	6707	Rodolfo Romero	Nov 2017 Cleaning (2x)	6130 · Office Maint & Repairs	140.00
11/16/17	6708	Sandie Arnott - SMC Tax Collector	17/18 Prop Taxes 047-081-350 & 048-046-120	6220 · Miscellaneous	18.16
11/16/17	6709	Sewer Authority Mid-Coastside	Nov 2017 Assessments	5020 · SAM- Admin, Trtmt, Envir, Collect	132,450.08
11/16/17	6710	Somach Simmons & Dunn	Sept 2017 Enforcement Action Legal Fees	6091 · Legal	527.00
11/16/17	6711	US Bank Equipment Finance	10/24/17 - 11/24/17	6020 · Copier Lease	357.86
11/16/17	6712	Verizon Wireless	Oct 2017	6170 · Utilities	103.31
11/16/17	6713	Wells Fargo Credit Card	Sept 2017 Credit Card Charges	6140 · Office Supplies, 1617-1 Medio	125.02
11/16/17	6714	White Nelson Diehl Evans	Oct 2017	6152 · Accounting	2,500.00
11/16/17	6715	Wittwer & Parkin	Sept & Oct 2017 Svcs	6090 · Legal- Gen, IPS, Parks	28,028.50
11/16/17	6716	Working Dirt Management	Dec 2017	6120 · Office Lease	4,200.00
TOTAL					192,445.45

ITEM #14

Granada Community Services District
December 2017 Warrants
For the December 14, 2017 Board of Director's Meeting

Date	Num	Name	Memo	Account	Amount
12/14/17	6717	Barbara Dye	11/22/17 Comm. Mtg	6040 · Directors' Compensation	72.50
12/14/17	6718	CASA	2018 CASA Membership Renewal	6100 · Memberships	855.00
12/14/17	6719	Comcast	12/13/17 - 1/12/18 Svcs	6170 · Utilities	147.98
12/14/17	6720	CoreLogic Solutions, LLC	Dec 2017	6100 · Memberships	160.50
12/14/17	6721	County of San Mateo	17/18 LAFCO Budget	6220 · Miscellaneous	1,396.00
12/14/17	6722	CSDA	2018 CSDA Membership Renewal	6100 · Memberships	4,802.00
12/14/17	6723	Dudek	10/28/17 - 11/24/17 Prof. Svcs	6151 · General Manager	3,253.57
12/14/17	6724	Hue & Cry	Dec 2017 Pump Stn Alarm	6170 · Utilities	32.65
12/14/17	6725	Jim Blanchard	11/11 & 11/13/17 SAM Mtgs	6040 · Directors' Compensation	90.00
12/14/17	6726	Kennedy Jenks	Oct 2017 Svcs	6071 · Engineering	2,712.50
12/14/17	6727	Leonard Woren	11/11, 11/13/17 SAM, & 11/22 Comm. Mtgs	6040 · Directors' Compensation	162.50
12/14/17	6728	Office Depot	Invoice dtd 11/28/17	6140 · Office Supplies	182.40
12/14/17	6729	Pacific Fire Safe Inc.	Office Maint. Inv dtd 11/30/17	6130 · Office Maint & Repairs	45.00
12/14/17	6731	PG&E	Pump Station Inv dtd 11/15/17	6170 · Utilities	215.96
12/14/17	6732	PGE	Office Inv dtd 11/22/17	6170 · Utilities	168.99
12/14/17	6730	Quality Pet Waste Stations	Inv dtd 11/15/17	5070 · Pet Waste Station	211.95
12/14/17	6733	Rodolfo Romero	Dec 2017 Cleaning (2x)	6130 · Office Maint & Repairs	140.00
12/14/17	6734	Sewer Authority Mid-Coastside	Dec 2017 Asmts/July-Nov Cap Asmts	5020 · SAM- Admin, Trtmnt, Envir, Collect	222,258.00
12/14/17	6735	Somach Simmons & Dunn	Oct 2017 Enforcement Action Legal Fees	6091 · Legal	1,674.00
12/14/17	6736	State Fund Comp Insurance	Inv dtd 11/20/17	6080 · Insurance	210.75
12/14/17	6737	US Bank Equipment Finance	11/24/17 - 12/24/17	6020 · Copier Lease	447.58
12/14/17	6738	Verizon Wireless	Nov 2017	6170 · Utilities	103.31
12/14/17	6739	Wells Fargo Credit Card	Oct 2017 Credit Card Charges	6140 · Office Supplies	1,012.30
12/14/17	6740	White Nelson Diehl Evans	Nov 2017	6152 · Accounting	2,500.00
12/14/17	6741	Wittwer & Parkin	Nov 2017 Svcs	6090 · Legal- Gen, IPS, Parks	17,888.50
12/14/17	6742	Working Dirt Management	Jan 2018	6120 · Office Lease	4,450.00
TOTAL					265,193.94

ITEM #15

Granada Community Services District
Statement of Net Position (Unaudited)

As of September 30, 2017

ASSETS

Current Assets	
1000 · Wells Fargo Checking - Gen Op	\$ 97,064
1010 · Wells Fargo Checking - Deposit	8,532
1020 · Petty Cash	190
1030 · Cash - LAIF	4,141,342
1100 · Accounts Receivable	4,556
1200 · Interest Receivable	11,927
1550 · Prepaid Expenses	417
Total Current Assets	4,264,028
Fixed Assets	
1600 · Land	876,534
1610 · Construction in Progress	800,813
1615 · Equipment	22,153
1620 · Collections System	10,339,397
1630 · Accumulated Depreciation	(5,897,882)
Total Fixed Assets	6,141,015
Other Assets	
1700 · Advance to MWSD	1,085,094
1710 · Allowance - for Advance to MWSD	(1,085,094)
1720 · Advance to AD- Bond Reserve	494,890
1730 · Advance to AD- NCA Fund	600,866
1735 · Advance to AD- Assesmnt Revenue	412,542
1740 · Security Deposit Office Lease	3,000
1750 · Investment in SAM	3,895,049
1760 · Deferred Outflows of Resources	36,192
Total Other Assets	5,442,539
Total Assets	15,847,582

LIABILITIES

Current Liabilities	
2000 · Accounts Payable	24,957
2020 · Class 3 Deposits	9,196
2100 · Payroll Liabilities	1,394
2225 · Recology-Del Garbage	32,639
2310 · Relief Refund Advance	350
Total Current Liabilities	68,536
Long Term Liabilities	
2401 · Net Pension Liability	152,020
2402 · Deferred Inflows of Resources	23,310
Total Long Term Liabilities	175,330
Total Liabilities	243,866

NET POSITION

3000 · Net Assets	6,345,683
3005 · Contributed Capital	9,595,349
Net Income	(337,316)
Total Net Position	\$ 15,603,716

No assurance is provided on these financial statements.

**Granada Community Services District
Revenue & Expenses (Unaudited)
July 1, 2017 through September 30, 2017**

	July 1 - Sept 30, 2017	Expected To Date	Variance Favorable/ (Unfavorable)	FY 2017/2018 Budget
Revenues				
Operating Revenue				
4010 · Property Tax Allocation	388	50,000	(49,612)	200,000
4015 · Park Tax Allocation	-	100,000	(100,000)	400,000
4020 · Sewer Service Charges-SMC	-	320,500	(320,500)	1,282,000
4021 · Sewer Svc Charges Pro-rated	889	-	889	-
4030 · AD OH Reimbursement	4,376	7,500	(3,124)	30,000
4040 · Recology Franchise Fee	8,432	8,000	432	32,000
Total Operating Revenue	14,085	486,000	(471,915)	1,944,000
Non Operating Revenue				
4120 · Interest on Reserves	11,927	7,100	4,827	28,400
4130 · Connection Fees	7,943	11,750	(3,807)	47,000
4150 · Repayment of Adv to AD-NCA	117,173	19,801	97,372	79,204
4155 · Repayment of Adv to AD-ARF	70,708	11,949	58,759	47,796
4160 · SAM Refund from Prior Yr	-	1,250	(1,250)	5,000
4170 · ERAF Refund	-	62,500	(62,500)	250,000
4180 · Misc Income	250	500	(250)	2,000
Total Non Operating Revenue	208,001	114,850	93,151	459,400
Total Revenues	222,086	600,850	(378,764)	2,403,400
Expenses				
Operations				
5010 · SAM - General	238,785	238,785	-	955,141
5020 · SAM - Collections	39,992	59,989	19,997.00	239,954
5050 · Mainline System Repairs	-	2,500	2,500	10,000
5060 · Lateral Repairs	-	10,000	10,000	40,000
5065 · CCTV	-	5,000	5,000	20,000
5070 · Pet Waste Station	423	250	(173)	1,000
5100 · County Staff Time - Parks	-	1,250	1,250	5,000
5110 · RCD - Parks	-	1,250	1,250	5,000
5120 · Half Moon Bay Reimb - Parks	-	5,000	5,000	20,000
Total Operations	279,200	324,024	44,824	1,296,095

No assurance is provided on these financial statements.

**Granada Community Services District
Revenue & Expenses (Unaudited)
July 1, 2017 through September 30, 2017**

	July 1 - Sept 30, 2017	Expected To Date	Variance Favorable/ (Unfavorable)	FY 2017/2018 Budget
Expenses (Continued)				
Administration				
6010 · Auditing	700	3,750	3,050	15,000
6020 · Copier lease	850	1,875	1,025	7,500
6040 · Directors' Compensation	2,950	917	(2,033)	11,000
6050 · Education & Travel Reimb	-	500	500	2,000
6060 · Employee Compensation	57,804	52,500	(5,304)	210,000
6070 · Engineering Services	1,435	5,000	3,565	20,000
6080 · Insurance	226	1,500	1,274	6,000
6090 · Legal Services	49,111	16,250	(32,861)	65,000
6100 · Memberships	482	2,250	1,768	9,000
6110 · Newsletter	-	625	625	2,500
6120 · Office Lease	16,800	13,000	(3,800)	52,000
6130 · Office Maintenance & Repairs	490	625	135	2,500
6140 · Office Supplies	1,257	1,500	243	6,000
6150 · Professional Services - Other	2,700	-	(2,700)	-
6151 · General Manager	20,415	16,250	(4,165)	65,000
6152 · Accounting	7,500	7,500	-	30,000
6160 · Publications & Notices	1,380	2,500	1,120	10,000
6170 · Utilities	2,783	2,500	(283)	10,000
6180 · Video Taping	500	875	375	3,500
6190 · Computers	720	500	(220)	2,000
6220 · Miscellaneous	-	1,750	1,750	7,000
6230 · Bank Service Charges	693	-	(693)	-
Total Administration	<u>168,796</u>	<u>132,167</u>	<u>(36,629)</u>	<u>441,000</u>
Capital Projects				
1415-2 · Update SSMP	359	-	(359)	-
1617-1 · Medio Creek Xing Crossing	11,650	87,500	75,850	350,000
1718-2 · SAM - Recycled Water Proj	-	3,750	3,750	15,000
1718-3 · SSC Rate & Reserve Study	-	8,750	8,750	35,000
7100 · SAM - Infrastructure	99,397	143,480	44,083	573,924
7500 · Projects - Parks	-	25,000	25,000	100,000
Total Capital Projects	<u>111,406</u>	<u>268,480</u>	<u>157,074</u>	<u>1,073,924</u>
Total Expenses	<u>559,402</u>	<u>724,671</u>	<u>165,269</u>	<u>2,811,019</u>
Net Income	<u>(337,316)</u>	<u>(123,821)</u>	<u>(213,495)</u>	<u>(407,619)</u>

No assurance is provided on these financial statements.

ITEM #16

Granada Community Services District
Statement of Net Position (Unaudited)

As of October 31, 2017

ASSETS

Current Assets	
1000 · Wells Fargo Checking - Gen Op	\$ 62,572
1010 · Wells Fargo Checking - Deposit	10,866
1020 · Petty Cash	191
1030 · Cash - LAIF	3,978,268
1100 · Accounts Receivable	30,335
1550 · Prepaid Expenses	417
Total Current Assets	4,082,649
Fixed Assets	
1600 · Land	876,534
1610 · Construction in Progress	800,813
1615 · Equipment	22,153
1620 · Collections System	10,339,397
1630 · Accumulated Depreciation	(5,897,882)
Total Fixed Assets	6,141,015
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	585,866
1735 · Advance to AD- Assesmnt Revenue	353,542
1740 · Security Deposit Office Lease	3,000
1750 · Investment in SAM	3,895,049
1760 · Deferred Outflows of Resources	36,192
Total Other Assets	5,368,539
Total Assets	15,592,203

LIABILITIES

Current Liabilities	
2000 · Accounts Payable	27,753
2020 · Class 3 Deposits	9,196
2100 · Payroll Liabilities	1,425
2225 · Recology-Del Garbage	1,636
2310 · Relief Refund Advance	350
Total Current Liabilities	40,360
Long Term Liabilities	
2401 · Net Pension Liability	152,020
2402 · Deferred Inflows of Resources	23,310
Total Long Term Liabilities	175,330
Total Liabilities	215,690

NET POSITION

3000 · Net Assets	6,275,961
3005 · Contributed Capital	9,595,349
Net Income	(494,797)
Total Net Position	\$ 15,376,513

No assurance is provided on these financial statements.

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

	July 1 - Oct 30, 2017	Expected To Date	Variance Favorable/ (Unfavorable)	FY 2017/2018 Budget
Revenues				
Operating Revenue				
4010 · Property Tax Allocation	31,309	66,667	(35,358)	200,000
4015 · Park Tax Allocation	-	133,333	(133,333)	400,000
4020 · Sewer Service Charges-SMC	-	427,333	(427,333)	1,282,000
4021 · Sewer Svc Charges Pro-rated	2,919	-	2,919	-
4030 · AD OH Reimbursement	15,148	10,000	5,148	30,000
4040 · Recology Franchise Fee	8,432	10,667	(2,235)	32,000
Total Operating Revenue	57,808	648,000	(590,192)	1,944,000
Non Operating Revenue				
4120 · Interest on Reserves	11,927	9,467	2,460	28,400
4130 · Connection Fees	7,943	15,667	(7,724)	47,000
4150 · Repayment of Adv to AD-NCA	117,173	26,401	90,772	79,204
4155 · Repayment of Adv to AD-ARF	70,708	15,932	54,776	47,796
4160 · SAM Refund from Prior Yr	-	1,667	(1,667)	5,000
4170 · ERAF Refund	-	83,333	(83,333)	250,000
4180 · Misc Income	1,687	667	1,020	2,000
Total Non Operating Revenue	209,438	153,134	56,304	459,400
Total Revenues	267,246	801,134	(533,888)	2,403,400
Expenses				
Operations				
5010 · SAM - General	318,380	318,380	-	955,141
5020 · SAM - Collections	59,988	79,985	19,997.00	239,954
5050 · Mainline System Repairs	-	3,333	3,333	10,000
5060 · Lateral Repairs	290	13,333	13,043	40,000
5065 · CCTV	-	6,667	6,667	20,000
5070 · Pet Waste Station	423	333	(90)	1,000
5100 · County Staff Time - Parks	-	1,667	1,667	5,000
5110 · RCD - Parks	-	1,667	1,667	5,000
5120 · Half Moon Bay Reimb - Parks	-	6,667	6,667	20,000
Total Operations	379,081	432,032	52,951	1,296,095

No assurance is provided on these financial statements.

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

	July 1 - Oct 30, 2017	Expected To Date	Variance Favorable/ (Unfavorable)	FY 2017/2018 Budget
Expenses (Continued)				
Administration				
6010 · Auditing	700	5,000	4,300	15,000
6020 · Copier lease	1,574	2,500	926	7,500
6040 · Directors' Compensation	3,710	917	(2,793)	11,000
6050 · Education & Travel Reimb	-	667	667	2,000
6060 · Employee Compensation	81,758	70,000	(11,758)	210,000
6070 · Engineering Services	3,760	6,667	2,907	20,000
6080 · Insurance	726	2,000	1,274	6,000
6090 · Legal Services	65,697	21,667	(44,030)	65,000
6100 · Memberships	642	3,000	2,358	9,000
6110 · Newsletter	-	833	833	2,500
6120 · Office Lease	21,000	17,333	(3,667)	52,000
6130 · Office Maintenance & Repairs	630	833	203	2,500
6140 · Office Supplies	1,553	2,000	447	6,000
6150 · Professional Services - Other	2,700	-	(2,700)	-
6151 · General Manager	28,990	21,667	(7,323)	65,000
6152 · Accounting	10,000	10,000	-	30,000
6160 · Publications & Notices	4,498	3,333	(1,165)	10,000
6170 · Utilities	3,865	3,333	(532)	10,000
6180 · Video Taping	875	1,167	292	3,500
6190 · Computers	720	667	(53)	2,000
6220 · Miscellaneous	17	2,333	2,316	7,000
6230 · Bank Service Charges	991	-	(991)	-
6310 · Park Related Misc Expenses	54	-	(54)	-
Total Administration	234,460	175,917	(58,543)	441,000
Capital Projects				
1415-2 · Update SSMP	359	-	(359)	-
1617-1 · Medio Creek Xing Crossing	15,886	116,667	100,781	350,000
1718-2 · SAM - Recycled Water Proj	-	5,000	5,000	15,000
1718-3 · SSC Rate & Reserve Study	-	11,667	11,667	35,000
7100 · SAM - Infrastructure	132,257	191,308	59,051	573,924
7500 · Projects - Parks	-	33,333	33,333	100,000
Total Capital Projects	148,502	357,975	209,473	1,073,924
Total Expenses	762,043	965,924	203,881	2,811,019
Net Income	(494,797)	(164,790)	(330,007)	(407,619)

No assurance is provided on these financial statements.

ITEM #17

DISTRIBUTION REQUEST NO.: #5-17/18
BOND ADMINISTRATION FUND
(Account Number: 94673305)

DISTRIBUTION TOTAL: \$9,033.15

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

DISTRIBUTION REQUEST
For Payment of Bond Administration Costs

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

December 14, 2017

Chuck Duffy, Finance Officer/Treasurer

SCHEDULE "A"

DISTRIBUTION REQUEST NO: #5-17/18

DATE: December 14, 2017

DISTRIBUTE FROM ACCOUNT #: 94673305

ACCOUNT NAME: Bond Administration Fund

DISTRIBUTION AMOUNT: \$ 9,033.15

PAYMENT INSTRUCTIONS: Issue check and mail as listed below.

Payee	Mailing Address	Services Provided	Amount
Taussig & Assoc	5000 Birch St, #6000, Newport Bch, CA 92660	Admin Svcs - Sept 2017	\$ 439.65
Taussig & Assoc	5000 Birch St, #6000, Newport Bch, CA 92660	Prepayment Svcs - Sept 2017	\$ 217.50
White Nelson et al	2875 Michelle Dr #300, Irvine, CA 92606	16/17 FY AD Acctg Svcs	\$ 4,000.00
GCSD	P.O. Box 335, El Granada, CA 94018	GCSD OH Reim - Nov 2017	\$ 2,188.00
GCSD	P.O. Box 335, El Granada, CA 94018	GCSD OH Reim - Dec 2017	\$ 2,188.00
TOTAL:			\$ 9,033.15

ITEM #18

GRANADA COMMUNITY SERVICES DISTRICT

AGENDA NOTICE

There are no documents for this Agenda Item.

ITEM #19

GRANADA COMMUNITY SERVICES DISTRICT

AGENDA NOTICE

There are no documents for this Agenda Item.

ITEM #20

GRANADA COMMUNITY SERVICES DISTRICT

AGENDA NOTICE

There are no documents for this Agenda Item.

ITEM #21

GRANADA COMMUNITY SERVICES DISTRICT

Administrative Staff Report

Report Period: October 14, 2017 to December 8, 2017

To: Board of Directors

From: Delia Comito, Assistant General Manager

Date: December 14, 2017

PUBLIC RECORDS REQUESTS – No public records requests were received this period.

Request Date	Requestor	Information Requested	Information Provided	Date Provided
07/21/17	Michael Mahoney	Recology Franchise Agreement	Franchise Agreement	07/21/17
08/31/17	Transparent California	Copy of 2016 Employee Comp Report with Employee Names	State Controller's Report with Names Added	09/08/17
10/11/17	Craig Brewer	Sewer Service Rate Table	Code Sec 700(04)-(06)(c)	10/13/17

Note: Shaded information was previously reported.

APPLICATIONS RECEIVED – One application was received this period:

Rec'd	Type	Owner or Agent	APN	Address	Sq. Ft.	Zone
08/10/17	1A	Rogers Clay	047-141-240	243 Del Monte, EG	8,310	R-1/S-17
09/22/17	Cl 3	Big Wave, LLC/Peck Jeff	047-311-060	207 Airport Rd, Princeton	17,600	M1/DR/AO W/DR/AO
09/28/17	2A	Coastside Fire Protection Dist	047-261-030	Obispo Rd, EG	103,518	COSC DR
10/19/17	1A	Bettencourt Joe	047-234-220	619 The Alameda	6,273	R-3/S-17

Note: Shaded information was previously reported.

PERMITS ISSUED – One sewer permit was issued this period:

Permit No.	Type	Issue Date	Owner or Agent	APN	Address	Sq. Ft.	Zone
3166	1A	07/13/17	Lang Justin	047-105-240	755 San Carlos, EG	6,209	R-1/S-17
3167	1A	07/27/17	365 Miramar Drive	048-054-120	365 Miramar Dr, Miramar	5,320	R-1/S-17
3168	1A	08/15/17	Rogers Clay	047-141-240	243 Del Monte Rd, EG	8,310	R-1/S-17
3169	1A	08/18/17	Cuvelier Jacqueline	047-175-250	265 El Granada Blvd, EG	9,732	R-1/S-17
3170	1A	11/29/17	Bettencourt Joe	047-234-220	619 The Alameda	6,273	R-1/S-17

Note: Shaded information was previously reported.

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

Hook-up Date	Type	Permit No.	Permit Issue Date	Owner	APN	Address
08/09/17	1A	3159	07/07/16	Boyle Jim	047-233-360	425 Coronado St, EG
09/13/17	1A	3165	06/21/17	Coronado Upper Lot	048-024-430	467 Coronado Ave, Miramar

Note: Shaded information was previously reported.

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

ITEM #22

7 December 2017

Memorandum

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

Medio Creek Crossing at Mirada Road

As you know GCSD's contractor, EPS, has been having difficulty with PG&E re obtaining temporary power for the pumps. PG&E maps show a secondary box, that would be the power source for the pump station, located near the pump station. Despite repeated efforts by both EPS and PG&E to locate the box, it was never found and likely does not exist. The next closest secondary box is about 300' away. Fortunately, PG&E representatives recently changed their mind and are now willing to provide secondary power from an underground transformer located near the pumps. The modifications to provide secondary power will require additional work for EPS and EPS is currently working with PG&E to schedule the necessary work. EPS has been authorized to provide the additional work required by PG&E and also to provide for the availability of a backup generator to be used during power outages.

Although this issue with PG&E power has delayed the project, the large broken section of concrete on the bridge that posed the most immediate threat to the existing sewer has since fallen into the creek bed with no apparent damage to the sewer.

Big Wave (Class 3 Permit)

The District has sent Sandis, the engineer for Big Wave, its initial comments on the current plans. I met with Big Wave representatives on Monday, Nov 13, to discuss our initial engineering review. They agreed to locate the sewer main in Airport Street, rather than in an off-road easement along the west side of Airport Street that was shown on their drawings, and that all Big Wave on-site sewers would private and not dedicated to GCSD, although they will need to be reviewed, designed and constructed in accordance with GCSD specifications.

Naples Beach Project - Phase 2

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

Memorandum
Granada Community Services District
14 September 2017
Page 2

ITEM #23

GRANADA COMMUNITY SERVICES DISTRICT

AGENDA NOTICE

There are no documents for this Agenda Item.