



GRANADA COMMUNITY SERVICES DISTRICT

AGENDA

BOARD OF DIRECTORS

SPECIAL MEETING at 6:30 p.m.

REGULAR MEETING at 7:30 p.m.

Thursday, November 15, 2018

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

ROLL CALL

Directors:	President:	Leonard Woren
	Vice-President:	Barbara Dye
	Director:	Jim Blanchard
	Director:	Matthew Clark
	Director:	David Seaton
Staff:	General Manager:	Chuck Duffy
	Legal Counsel:	Bill Parkin
	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.

ACTION AGENDA

1. Consideration of Appointing Real Property Negotiator.

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. (Parcel "A", APN 047-261-030)

ADJOURN TO CLOSED SESSION

2. 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. (Parcel "A", APN 047-261-030)

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

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) - Santa Clara County Superior Court, Case No. 17CV316927.
4. **Conference Involving A Joint Powers Agency – Sewer Authority Mid-Coastside (Government Code Section 54956.96). Per Sewer Authority Mid-Coastside Agenda Items 3.A, 3.B and 3.C, on September 24, 2018, discussion will concern:**
 - a. **Conference with Legal Counsel – Anticipated Litigation Pursuant to Paragraph (2) or (3) of Subdivision (d) of Government Code Section 54956.9 (One potential case – circumstances need not be disclosed pursuant to paragraph (1) of subdivision (e) of Government Code Section 54956.9).**
 - b. **City of Half Moon Bay v. Granada Community Services District and Montara Water and Sanitary District (RPI, Sewer Authority Mid-Coastside) - Santa Clara County Superior Court Case No. 17CV316927.**
 - c. **Ecological Rights Foundation vs. Sewer Authority Mid-Coastside - United States District Court Northern District of California Case No. 18- cv-04413-VC.**
5. **Conference with Legal Counsel – Anticipated Litigation. Significant Exposure to Litigation (Gov. Code Section 54956.9(d)(2)). (One potential case).**

RECONVENE TO OPEN SESSION

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

ADJOURN SPECIAL MEETING

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

ROLL CALL

GENERAL PUBLIC PARTICIPATION

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

ACTION AGENDA

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| 1. Consideration of Approving Resolution Commending Director Leonard Woren for His Service to the District.
Recommendation: Approve the Resolution. | 5 |
| 2. Consideration of Resolution Appointing Representatives And Alternate to the Sewer Authority Mid-Coastside Board of Directors.
Recommendation: To be made by the Board. | 11 |

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3. Consideration of Independent Contractor Agreement for District Engineer.	17
Recommendation: Approve the agreement.	
4. Consideration of Canceling the Regular Meeting of December 20, 2018.	29
Recommendation: To be made by the Board.	
5. Consideration of Sewer Authority Mid-Coastside Report.	33
Recommendation: To be made by the Board.	

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6. Approval of October 18, 2018 Meeting Minutes.	47
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ADJOURN REGULAR MEETING

At the conclusion of the October 18, 2018 Meeting:
Last Ordinance adopted: No. 172
Last Resolution adopted: No. 2018-006

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

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

ITEM #1

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AGENDA MEMORANDUM

To: Board of Directors
From: Delia Comito, Assistant General Manager
Subject: Resolution Commending Director Woren for his Service
Date: November 15, 2018

This will be Director Woren's final meeting serving on the District Board of Directors after twenty-one years of service. Staff has prepared a Resolution for approval by the Board acknowledging his service. Additional certificates will be presented to him at the meeting.



GRANADA COMMUNITY SERVICES DISTRICT

RESOLUTION 2018-___

A RESOLUTION TO COMMEND DIRECTOR LEONARD WOREN FOR HIS HONORABLE SERVICE TO THE PUBLIC AS A MEMBER OF THE BOARD OF DIRECTORS OF THE GRANADA COMMUNITY SERVICES DISTRICT

WHEREAS, it is appropriate for the members of the Granada Community Services District Board of Directors to commend a fellow director who has diligently served the District, consistently performed his duties, and honorably distinguished himself as a passionate public servant for twenty one years;

WHEREAS, Director Woren has served on the District Board of Directors since the time of his election in November 1997 through and until December 2018;

WHEREAS, Director Woren is commended for his dedication to protecting public health and safety, preserving the environment, and maintaining the fiscal soundness of the District;

WHEREAS, Director Woren is commended for his mission to provide exemplary service to residents for wastewater, solid waste, and recycling collection services at a low cost for the rate payers in the community;

WHEREAS, Director Woren is commended for his dedication to the preservation of the property known as the Burnham Strip for the benefit of the community as recreational open space and for preservation and restoration of the natural landscape and habitat;

WHEREAS, Director Woren was instrumental in the District's reorganization into a Community Services District to add the essential public services of parks and recreation for the health and wellbeing of all District residents,

WHEREAS, Director Woren has honorably represented the District as a Member of the Board of Directors of the Sewer Authority Mid-Coastside for the past twenty one years, the duration of his tenure on the District Board;

NOW THEREFORE, Director Woren, is hereby honored by the District Board for his outstanding and dedicated service to the citizens of the Granada Community Services District;

NOW THEREFORE, be it resolved that the Granada Community Services District hereby acknowledges and expresses its deepest appreciation and gratitude to Leonard Woren for his service to the District; and

NOW THEREFORE, be it further resolved that the District Board extends its best wishes to Leonard Woren for much success and happiness in all matters and activities that he shall undertake in the future.

This Resolution was duly and regularly adopted at a meeting of the Board of Directors of the Granada Community Services District, San Mateo County, California, held on the 15th day of November, 2018, by the following vote:

AYES: Blanchard, Clark, Dye, Seaton, and Woren.

NOES: None.

ABSENT: None.

ABSTAIN: None.

Attest:

Leonard Woren, President

Countersigned:

Delia Comito, Secretary

ITEM #2

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AGENDA MEMORANDUM

To: Board of Directors
From: Delia Comito, Assistant General Manager
Subject: Consideration to Appoint SAM Representatives
Date: November 15, 2018

The current District appointed SAM Representatives are Jim Blanchard and Leonard Woren, and the alternate is Matthew Clark. In light of this being the last meeting attended by Director Woren, he has requested that this Item be placed on the Agenda.

Below is an excerpt from District bylaws pertaining to the appointment of SAM Representatives.

EXCERPT

A. Representatives

1. Representatives to SAM

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. 2018-___

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 November 15, 2018 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Approved:

Leonard Woren, President

Countersigned:

Delia Comito, Secretary

ITEM #3

AGENDA MEMORANDUM

To: Board of Directors
From: Delia Comito, Assistant General Manager
Subject: Consideration to Approve Independent Contractors Agreement for District Engineer
Date: November 15, 2018

Attached is the District's standard independent contractor agreement for District Engineer Services, which renews the agreement with Kennedy Jenks effective November 1, 2018 to January 31, 2022 (39 months). The only substantial change from the previous agreement is on attachment Exhibit B, Schedule of Charges, which updates the 2014 classification and hourly rate of Engineer-Scientist-Specialist 9 at \$205 to Specialist 7 at \$235.

Staff recommends Board approval of the agreement for District Engineer.

INDEPENDENT CONTRACTOR AGREEMENT
FOR DISTRICT ENGINEER

THIS AGREEMENT is entered into and effective the 1st day of November 2018, by and between the GRANADA COMMUNITY SERVICES DISTRICT (hereinafter called “GCSD”), and KENNEDY/JENKS CONSULTANTS, INC. (hereinafter called “Kennedy/Jenks”). The parties agree as follows:

1. **DUTIES.** Kennedy/Jenks agrees to exercise due skill and care to perform district engineering services for the GCSD, including but not limited to those duties identified under *Exhibit A - Scope of Services* attached hereto, and to perform such other work as the GCSD Board of Directors or the General Manager shall from time to time assign. For the purposes of this agreement, John Rayner shall be designated as the District Engineer for GCSD under Health and Safety Code Section 6517. Kennedy/Jenks shall not change this designation without the prior approval of GCSD.

2. **COMPENSATION.** In consideration for Kennedy/Jenks providing district engineering services, GCSD agrees to pay Kennedy/Jenks in accordance with *Exhibit B – Standard Schedule of Charges*, so long as such Standard Schedule of Charges is not inconsistent with this Agreement. District Engineer John Rayner will bill GCSD at the rate charged for work performed by an Engineer-Scientist-Specialist 7. Payment will be made to Kennedy/Jenks within 45 days of receipt of each monthly invoice for services rendered submitted by Kennedy/Jenks. If GCSD fails to pay Kennedy/Jenks within 45 days after any invoice is rendered, GCSD agrees Kennedy/Jenks shall have the right to consider such failure in payment a material breach of this entire Agreement, and, upon written notice, the duties, obligations, and responsibilities of Kennedy/Jenks under this Agreement are suspended or terminated. In such event GCSD shall promptly pay Kennedy/Jenks for all fees, charges, and services previously provided by Kennedy/Jenks. GCSD agrees that the periodic billings from Kennedy/Jenks to GCSD are correct, conclusive, and binding on GCSD unless GCSD, within 20 days from the date of receipt of such billing, notifies Kennedy/Jenks in writing of alleged inaccuracies, discrepancies, or errors in billing. GCSD shall in any event pay the portion of the invoice not in dispute.

3. **TERM.** The term of this Agreement shall be from November 1, 2018, through and including January 31, 2022.

4. **EARLY TERMINATION.** Either party hereto may terminate this Agreement at any time by giving 30 days written notice to the other party. GCSD may cease to assign functions or duties to Kennedy/Jenks at any time without the same constituting a breach of this Agreement.

5. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** Kennedy/Jenks shall indemnify, defend, and hold harmless GCSD (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all Federal, State and Local taxes, charges, fees, insurance, benefits, or

contributions required to be paid with respect to Kennedy/Jenks and Kennedy/Jenks's officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security, health benefits, retirement benefits [including PERS], other benefits or insurance, and payroll tax withholding). The parties agree that because Kennedy/Jenks is an independent contractor, none of the foregoing taxes, charges, fees, benefits or contributions are required to be paid to or on behalf of Kennedy/Jenks.

B. Kennedy/Jenks agrees to indemnify, defend, and hold harmless GCSD, its officers, officials, employees, and agents from and against all claims, lawsuits, liabilities, or damages to the extent caused by any negligent act, error or omission of Kennedy/Jenks, his agents, employees, subcontractors, and subconsultants pursuant to this Agreement.

C. GCSD agrees to indemnify, defend, and hold harmless Kennedy/Jenks, its officers, officials, employees, and agents from and against all claims, lawsuits, liabilities, or damages to the extent caused by any negligent act, error or omission of GCSD, its agents, employees, subcontractors and subconsultants pursuant to this Agreement.

6. INSURANCE. Kennedy/Jenks, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain, at minimum, compliance with the following insurance coverage(s) and requirements. Such insurance coverage shall be "occurrence coverage" insurance (except Professional Liability can be "claims made" insurance and in which case continuous coverage shall be maintained for a minimum of three years after the expiration of this Agreement) and shall be primary coverage as respects GCSD and any insurance or self-insurance maintained by GCSD shall be in excess of Kennedy/Jenks's insurance coverage and shall not contribute to it.

A. Types of Required Insurance and Minimum Limits

- (1) Workers Compensation and Employer's Liability Insurance coverage in the minimum statutorily required coverage amounts.
- (2) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
- (3) Professional Liability Insurance in the minimum amount of \$1,000,000 per claim.
- (4) Automobile Liability Insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damage.

B. Other Insurance Provisions. The required insurance policies, and each of them, are to contain, or be endorsed to contain, the following provisions or meet the following standards:

- (1) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the GCSD, its officers, officials, employees or volunteers.
- (2) On the Comprehensive General Liability and Automobile Liability Insurance, GRANADA COMMUNITY SERVICES DISTRICT is an additional insured and the insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (3) Acceptability of Insurers. Insurance is to be placed with insurers with a Bests' rating of no less than A:VII.
- (5) Verification of Coverage. Contractor shall furnish GCSD with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the GCSD before work commences. GCSD reserves the right to require complete, certified copies of all required insurance policies, at any time.
- (5) The insurer will give, by First Class mail, notice to the District at least 30 days prior to the effective date of any cancellation, lapse or material change in the policy.
- (6) The GCSD Board of Directors may approve a variation in those insurance requirements upon a determination that the coverages, scope, limits and/or forms of such insurance are either not commercially available or that GCSD's interests are otherwise fully protected.

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, Kennedy/Jenks agrees as follows. Kennedy/Jenks shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 40), veteran status, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. Kennedy/Jenks agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provision of this non-discrimination clause.

8. INDEPENDENT CONTRACTOR STATUS. Kennedy/Jenks and GCSD have reviewed and considered the principal test and secondary factors for determination of whether Kennedy/Jenks is an independent contractor and not an employee and agree that Kennedy/Jenks is an independent contractor and not an employee of GCSD. Kennedy/Jenks is responsible for all taxes, charges fees, insurance, benefits or contributions required to be paid or withheld on behalf of John Rayner and any employee or agent of Kennedy/Jenks. Kennedy/Jenks is not entitled to any GCSD employee benefits. GCSD agrees that Kennedy/Jenks shall have the right to control

the manner and means of accomplishing the work contracted for herein.

9. NONASSIGNMENT. Except for Kennedy/Jenks's use of subcontractors or subconsultants as provided under *Exhibit A – Scope of Services*, no party to this Agreement may assign any right or obligation pursuant to this Agreement. Any other attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

10. RETENTION AND AUDIT OF RECORDS. Kennedy/Jenks shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by GCSD, whichever occurs first. Kennedy/Jenks hereby agrees to be subject to the examination and audit by the GCSD Auditor, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

11. ENTIRE BINDING AGREEMENT; MODIFICATION. This Agreement shall be binding upon the successors of GCSD and Kennedy/Jenks. This Agreement contains the entire agreement between GCSD and Kennedy/Jenks relating to Kennedy/Jenks's performance of the functions and duties for district engineering services for GCSD. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be required to be in writing and signed by both GCSD and Kennedy/Jenks.

12. WAIVER. No covenant or condition of this Agreement can be waived except by the written consent of both GCSD and Kennedy/Jenks. Forbearance or indulgence by GCSD and/or Kennedy/Jenks in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by party obligated. GCSD and/or Kennedy/Jenks shall be entitled to invoke any remedy available under this Agreement or by law or in equity despite said forbearance or indulgence. Nor shall GCSD's or Kennedy/Jenks's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant.

13. CONFIDENTIALITY.

A. Kennedy/Jenks, its employees, agents, subconsultants and subcontractors may be granted access to certain confidential information provided by (or contained in the records of) GCSD and/or its attorneys in the course of performing the work required under this Agreement. Kennedy/Jenks shall keep all such information strictly confidential and agrees to undertake any actions necessary to ensure that Kennedy/Jenks's employees, agents, subconsultants and subcontractors shall keep all such information confidential.

B. Kennedy/Jenks's obligation to maintain confidentiality concerning all confidential information received under this Agreement shall not terminate on completion of this Agreement, but rather shall survive the termination of this Agreement, regardless of the manner of termination.

14. SEVERABILITY. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on the parties, unless the term, condition or covenant held invalid is a material part of the consideration for this Agreement.

15. VENUE AND GOVERNING LAW. If any party herein initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that venue thereof shall be the County of Santa Mateo, State of California. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California.

16. COPYRIGHTED MATERIALS. All materials created by Kennedy/Jenks (including but not limited to documents, studies, drawings, map models, photographs, field data, computerized material and reports) shall immediately be provided to GCSD as “deliverables” under this Agreement and GCSD shall immediately become entitled to possession and ownership thereof for the purposes intended by this Agreement. However, Kennedy/Jenks maintains the copy and intellectual property rights of such “deliverables” and hereby gives GCSD the right to use such “deliverables” for the project or purpose intended by GCSD. Kennedy/Jenks shall have no financial or professional liability resulting from any unauthorized changes to said deliverables made by GCSD or other third parties, nor for any reliance or use of said deliverables by GCSD or other third parties for purposes other than as intended by this Agreement. If Kennedy/Jenks’ deliverables exist in electronic or computerized format, or are transferred in electronic or computerized format, any stamp, seal and signature shall be original to be valid, and may not be a computer-generated copy, photocopy, or facsimile transmission of the original.

17. CAPTIONS. Section headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement.

18. TIME OF THE ESSENCE. Time is hereby expressly declared to be of the essence in this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

19. COMPLIANCE WITH LAW. In performing the work required under this Agreement, Kennedy/Jenks shall comply with all applicable federal, state, local and GCSD laws, regulations, and ordinances.

20. CONFLICT OF INTEREST. Kennedy/Jenks warrants that it presently does not have and will not acquire any direct or indirect financial interest which would conflict with its performance of this Agreement.

21. NOTICES. Any notice, tender, delivery, or other communication made in accordance with this Agreement shall be in writing and shall be addressed to the recipient party at the address indicated for that party below.

To GCSD:

Granada Community Services District
Attn: District Administrator
P.O. Box 335
El Granada, CA 94018
tel. 650-726-7093
fax 650-726-7099

To Kennedy/Jenks:

Kennedy/Jenks Consultants
Attn: John Rayner/Xiangquan Li
2350 Mission College Blvd., #525
Santa Clara, CA 95054
tel. 650-852-2800
fax 650-852-2899

22. STANDARD OF PERFORMANCE. Kennedy/Jenks shall perform all work required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the general management profession in the GCSD geographical area. All instruments of service of whatsoever nature which Kennedy/Jenks delivers to GCSD pursuant to this Agreement shall be prepared in a substantial, first class and engineering-like manner and conform to the standards of quality normally observed by a person practicing in Kennedy/Jenks's profession.

23. ATTACHMENTS. This Agreement includes the following attachments:

- Exhibit A – Scope of Services
- Exhibit B – Standard Schedule of Charges

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

KENNEDY/JENKS CONSULTANTS, INC.

GRANADA COMMUNITY SERVICES
DISTRICT

By: _____
Peter C. Talbot
Operations Manager

By: _____

GCSD Board President

APPROVED AS TO FORM:

By: _____
Jonathan Wittwer
GCSD General Counsel

Exhibit A

Scope of Services for District Engineer

(a) Consultant shall serve as GCSD's Engineer and shall be responsible for advising the GCSD's Board of Directors, General Manager and other GCSD advisors and representatives with regard to engineering related questions and issues pertaining to GCSD's governmental functions. Tasks may include, but are not limited to: attend meetings of the GCSD Board as requested by the General Manager; render advice on day-to-day operational and engineering issues; review of and offer recommendations concerning permits issued by or to GCSD; provide expertise and technical assistance regarding compliance by GCSD and others with applicable regulatory requirements; and generally provide district engineering services for GCSD as requested.

(b) The Engineer shall also provide design and consulting Engineering services on projects as directed by the GCSD Board or General Manager. Tasks may include, but are not limited to: preparation of plans, specifications and estimates for capital improvement projects; performance of technical and financial studies concerning issues within Consultant's areas of expertise; conduct field investigations to develop information needed to assist in solving GCSD problems; and, provide construction management services for capital improvement projects.

Client/Address: Granada Community Services District
P.O. Box 335
El Granada, CA 94018

Contract/Proposal Date: 1 November 2018

Schedule of Charges

Date: November 1, 2018

PERSONNEL COMPENSATION

Classification	Hourly Rate
Engineer-Scientist-Specialist 1	\$130
Engineer-Scientist-Specialist 2	\$155
Engineer-Scientist-Specialist 3	\$170
Engineer-Scientist-Specialist 4	\$185
Engineer-Scientist-Specialist 5	\$200
Engineer-Scientist-Specialist 6	\$225
Engineer-Scientist-Specialist 7	\$235
Engineer-Scientist-Specialist 8	\$250
Engineer-Scientist-Specialist 9	\$265
CAD-Technician	\$110
Senior CAD-Technician	\$125
CAD-Designer	\$150
Senior CAD-Designer	\$165
Project Administrator	\$120
Administrative Assistant.....	\$100
Aide.....	\$80

In addition to the above Hourly Rates, a four percent Communications Surcharge will be added to Personnel Compensation for normal and incidental copies, communications and postage.

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- a. Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors, and other outside services.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Project specific telecommunications and delivery charges.
- e. Special fees, insurance, permits, and licenses applicable to the work.
- f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

If prevailing wage rates apply, the above billing rates will be adjusted as appropriate.

Overtime for non-exempt employees will be billed at one and a half times the Hourly Rates specified above.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective November 1, 2018 through December 31, 2019. After December 31, 2019, the rates shall be subject to revision.

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ITEM #4

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GRANADA COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

To: Board of Directors
From: Chuck Duffy, General Manager
Subject: Consideration of Canceling the Regular Meeting for December 20, 2018
Date: November 15, 2018

This item has been placed on the agenda to allow for discussion to possibly cancel the December 20th meeting due to its proximity to Christmas.

ITEM #5

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MINUTES
SAM BOARD OF DIRECTORS MEETING
October 22, 2018

1. CALL TO ORDER

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

A. Roll Call

Directors Ruddock, Slater-Carter, Woren, Blanchard, Penrose, and Boyd (7:11 pm) were present. Also present, General Manager Marshall, General Counsel Nelson, and Engineering & Construction Contract Manager Prathivadi.

2. PUBLIC COMMENT/ORAL COMMUNICATION

A. Presentation Pacific Gas & Electric on Energy Savings Project

Eddie Alvarado, Strategic Account Manager for PG&E addressed the Board, and introduced Nick Vizcaino of GEL America. Mr. Vizcaino gave a presentation to the Board that overviewed the Plant lighting project details and its significant savings to SAM. Following Mr. Vizcaino's presentation, a check in the amount of \$129,891 was presented to Chair Blanchard.

3. CONVENE IN CLOSED SESSION (*Items discussed in Closed Session comply with the Ralph M. Brown Act.*) 7:21 to 9:15 P.M.

A. 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)

B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Paragraph (1) of Subdivision (d) of Section 54956.9: (Ecological Rights Foundation vs. Sewer Authority Mid-Coastside)

C. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Paragraph (1) of Subdivision (d) of Section 54956.9: (Petition filed by Ecological Rights Foundation seeking review by the State Water Resources Control Board of Stipulated Order No. R2-2018-1012)

- D. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Pursuant to Paragraph (2) or (3) of Subdivision (d) of Government Code Section 54956.9 (One potential case – circumstances need not be disclosed pursuant to paragraph (1) of subdivision (e) of Government Code Section 54956.9)
- E. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to Government Code 54957 – Title: General Manager
- F. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to Government Code 54957 – Title: General Counsel

The Board went in to closed session at 7:21 P.M.

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

The Board reconvened into open session at 9:15 p.m. Chair Blanchard reported that there was no reportable action. General Counsel Nelson announced that while in closed session, the Board moved and unanimously voted to extend the meeting till 9:15 p.m. Director Penrose moved and Director Woren seconded the motion to extend the meeting to 9:20 p.m.

Penrose/Woren/7 Ayes/1 No (Slater-Carter). The motion passed.

5. PUBLIC COMMENT/ORAL COMMUNICATION – NONE

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

- A. Approve Minutes for September 24, 2018, Regular Board Meeting.
- B. Approve Disbursements for October 22, 2018
- C. Receive FY 2018/19 Expense and Revenue Report for Period Ending September 30, 2018

- D. Receive Investment Report for the Period Ending September 30, 2018
- E. Confirm the SAM Investment Policy as Presented

Director Boyd moved and Director Slater-Carter seconded the motion to approve agenda items 6A through 6E as presented.

Boyd/Slater-Carter/8 Ayes/0 Noes. The motion passed.

Director Woren requested pulling agenda item 6F for further discussion.

- F. Authorize the General Manager to Execute a Contract with Maze & Associates for Accounting Services from November 1, 2018, through December 31, 2019

Following a brief discussion, Director Boyd moved, and Director Slater-Carter seconded the motion to authorize the General Manager to execute a contract with Maze & Associates for accounting services from November 1, 2018, through December 31, 2019

Boyd/Slater-Carter/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 the General Manager to Execute a Superseding Grant of Easement and Agreement for the Wet Weather Facility Expansion Project

This agenda item was not discussed, and will be brought back to a future Board meeting agenda.

- B. Discuss and Adopt the Aid to Coastside Public Agencies Policy

This agenda item was not discussed, and will be brought back to a future Board meeting agenda.

- C. Amend the Contract with Bold, Polisner, Maddow, Nelson & Judson for Legal Services to Extend the Contract through December 31, 2019 and Increase the Authorized Amount by \$100,000 for a Total Contract Amount Not to Exceed \$290,000

This agenda item was not discussed, and will be brought back to a future Board

meeting.

- D. Authorize the General Manager to Execute a Contract with Edgcomb Law Group LLP for Legal Services to Represent SAM in Ecological Rights Foundation vs. Sewer Authority Mid-Coastside

Following a brief discussion, Director Penrose moved, and Director Ruddock seconded the motion to authorize the General Manager to execute a contract with Edgcomb Group LLP for legal services to represent SAM in Ecological Rights Foundation vs. Sewer Authority Mid-Coastside.

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

8. GENERAL MANAGER'S REPORT - NONE

9. ATTORNEY'S REPORT - NONE

10. DIRECTOR'S REPORT - NONE

11. TOPICS FOR FUTURE BOARD CONSIDERATION - NONE

12. ADJOURNMENT

Chair Blanchard adjourned the meeting at 9:19 p.m.

Respectfully Submitted,

Approved By:

Beverli Marshall
General Manager

Board Secretary



SEWER AUTHORITY MID-COASTSIDE

Staff Report

TO: Honorable Board of Directors
FROM: Beverli A. Marshall, General Manager
SUBJECT: **Monthly Manager’s Report – September 2018**

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 September 2018.

<i>Key Indicators of Performance</i>		<i>Flow Report (See Attachment A)</i>		
NPDES Permit Violations:	0	Half Moon Bay	0.652	57.5%
Accidents, Injuries, etc.:	0	Granada CSD	0.262	23.1%
Reportable Spills Cat 1:	0	Montara W&SD	<u>0.219</u>	<u>19.3%</u>
Reportable Spills Cat 2:	0	Total	1.134	100%
Reportable Spills Cat 3:	0			

Administration

There were two Board meetings in the month of September (10 and 24) 2018. There were no requests for public records during the month of September. There were three

BOARD MEMBERS:	J. Blanchard	S. Boyd	D. Penrose
	D. Ruddock	K. Slater-Carter	L. Woren
ALTERNATE MEMBERS:	M. Clark	B. Dye	A. Eisen
	J. Harvey	B. Huber	H. Rarback

media articles during the month of September referencing the Sewer Authority Mid-Coastside or sewer-related issues: “*Audit Finds Accounting Issues at SAM*”, September 12, 2018, Half Moon Bay Review; “*Council Candidates Agree Traffic, Housing Top Issues*”, September 28, 2018, Half Moon Bay Review.

There were no work-related accidents, injuries, or illnesses resulting in lost time in the month of September. Staff has worked since March 10, 2011, without a lost time incident (2,760 days).

There were three employee anniversaries in the month of September: Gabriel Aguilar, Lead Operator, 17 years of services; John Szabo, Lead Collection Maintenance Worker, 15 years of service; Sonya Ondish, Wastewater Operator I, 2 years of service.

Operations & Maintenance

All the baker tanks have been removed at the stations. Staff will evaluate for the coming year based on predicted wet weather to determine if additional tanks are needed.

The following permanent installations are still in place.

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

The Portola Station – Wet Weather Facility, which has a capacity of 200,000 gallons.

Operations at the Portola pump station no longer need to be modified; staff now has the ability to use the Wet Weather Facility as a modified equalization basin.

Operations were good overall. On September the ocean outfall had the annual inspection with no changes from the previous inspection. Operations supervisor Costello and Maintenance Mechanic Mendez attended a Lucity training to get familiar with the new software we will be migrating to. We did have some issues with the flare related to the ocular that senses the flame signal which RF McDonald repaired after acquiring the necessary part, we have a spare now also. We also had to have RF McDonald work on the boiler to fix a carbon issue on the igniter, this is a reoccurring problem that comes up with digester gas. Work was also done on installing a W.A.S. line diversion in the event of settling issue allowing us to waste to a holding basin if needed.

One item of note that needs to be pointed out, our water meters were replaced recently, (at the time work was done to the fire line), I bring this up as it is showing our usage to be much higher than it has been in the past. We are working to figure this out at this time with CCWD.

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	J. Harvey	B. Huber	H. Rarback

Staff has been working with City of Half Moon Bay planning staff making progress on the necessary permitting for weed abatement for the property in front of the S.A.M. plant. The amended program is scheduled to be heard at the planning meeting towards the end of October.

We are going to have goats be the form of weed abatement much like what P.O.S.T currently uses within the City of Half Moon Bay. This would be the least invasive option to satisfy both the Fire department and to be a good steward of the S.A.M. property.

During the month of September 2018, rainfall was below normal for Half Moon Bay. The 10-year average for the area is 0.35 inches of rain in September. This year only 0.02 inches were recorded (US climate data HMB). Rainfall totals were as follows, 0.00 inches for the El Granada area, 0.01 inches at the plant, and 0.00 inches at the Montara station.

Below is a chronological summary of occurrences during the month of September 2018.

- 9/1/2018 - Flare failed, switched to second boiler
- 9/2/2018 - Able to reset flare, loaded out
- 9/3/2018 - Flare failed, reset, Flare failed again on lockout 28, Flare failed third time, adjusted gas flow rate.
- 9/4/2018 - RF McDonald was in, replaced igniter on boiler # 2
- 9/5/2018 - Working on WAS flow diversion line, replaced ocular fitting on flare. The S.A.M. outfall line had its annual inspection, there was no new damage to report and nothing was found to be a concern at this time.
- 9/6/2018 - There was a call out for a high CL 2 residual, adjusted the feed output , flare needed to be reset again, one of the chlorine contact basins was cleaned, Flare failed again – able to reset.
- 9/7/2018 - Called in RF McDonald to look at boiler # 2, found carbon buildup on the igniter.
- 9/8/2018 - Flare failed twice today
- 9/9/2018 - Worked on scum pit pump need to replace fittings.
- 9/10/2018 - Power failed at Princeton.
- 9/11/2018 - Found Ocular issue flare causing failures, Tim and Carlos at Lucity training.
- 9/12/2018 - Worked on W.A.S. diversion line, Tim and Carlos at Lucity training
- 9/13/2018 - Cal – Con installed battery backup on chemical controls, Tim and Carlos at Lucity training

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- 9/18/2018 - Scum pit pump repaired, better now
- 9/19/2018 - Hazardous materials training for all field staff.
- 9/20/2018 - RF McDonald was in working on flare, replaced flame sensor
- 9/21/2018 - Confined space entry to work on secondary clarifier, also replaced coupler on pump at Portola pump station
- 9/25/2018 - Cal – Con working on SCADA / Ignition system
- 9/26/2018 - Ferric delivery, cleaned pump at Portola and replace pump gasket
- 9/28/2018 - Routine cleaning around plant, prep labs for sewer science

There were eleven deliveries (approximately 5,800 gallons) of trucked waste discharged at the SAM plant for a total revenue of \$580.00. There were 185 leachate deliveries to the SAM IPS line in the month of September, for a total leachate volume of 1.04 million gallons.

There was one call for SAM service assistance - California State Parks district at Francis State Beach had a blockage at their RV dump station area.

The NPDES data report for September 2018 is attached reference (Attachment B). The Outfall inspection report for 2018 is attached as well (Attachment C).

Contract Collection Services

SAM cleaned 43,271 feet of sewer line and responded to five service calls in contract service areas.

- HMB – There was one service call in the HMB service area. The second was for a smart cover response on the Kelly street line near the bell building. The crew ran the line 3 times removing rags / flushable wipes to restore the flow to a normal state and clear the smart cover alarm.
- GCSD – There were two sewer-related call in the GCSD service area. One was for a backup in a private residence. The crew responded per protocol and cleaned the main line, finding no blockage. There was no property line cleanout to be found as the yard was covered with plantings. The resident was directed to contact a plumber as it a private matter. The second was a call related to slow drains at a private residence. The crew cleaned the main line and checked the property line cleanout. They did not find standing water or a blockage. The resident was directed to contact a plumber as it was a private matter.

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MWSD – There were two sewer-related calls in the MWSD service area. One call was for a grinder pump issue in the seal cove area. The crew identified that a failed grinder pump was the source of the problem. Staff evacuated the well and replaced the grinder pump to restore service to the property. The second call was for an odor complaint in the Seal Cove area. The crew washed down Seal Cove lift stations three and four and applied liftzyme to the wet wells in both of the stations to correct the odor.

The latest collection system data report is provided (Attachment D) for the Board's information. There were no Category 1, no Category 2, and no Category 3 SSOs during the month of September 2018.

Staff Recommendation

Staff recommends that the Board receive the Manager's Report for September 2018.

Supporting Documents

- Attachment A: Monthly Flow Report September 2018
- Attachment B: Monthly NPDES Report September 2018
- Attachment C: Outfall Inspection Report September 2018
- Attachment D: Collection System Data September 2018

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Attachment A

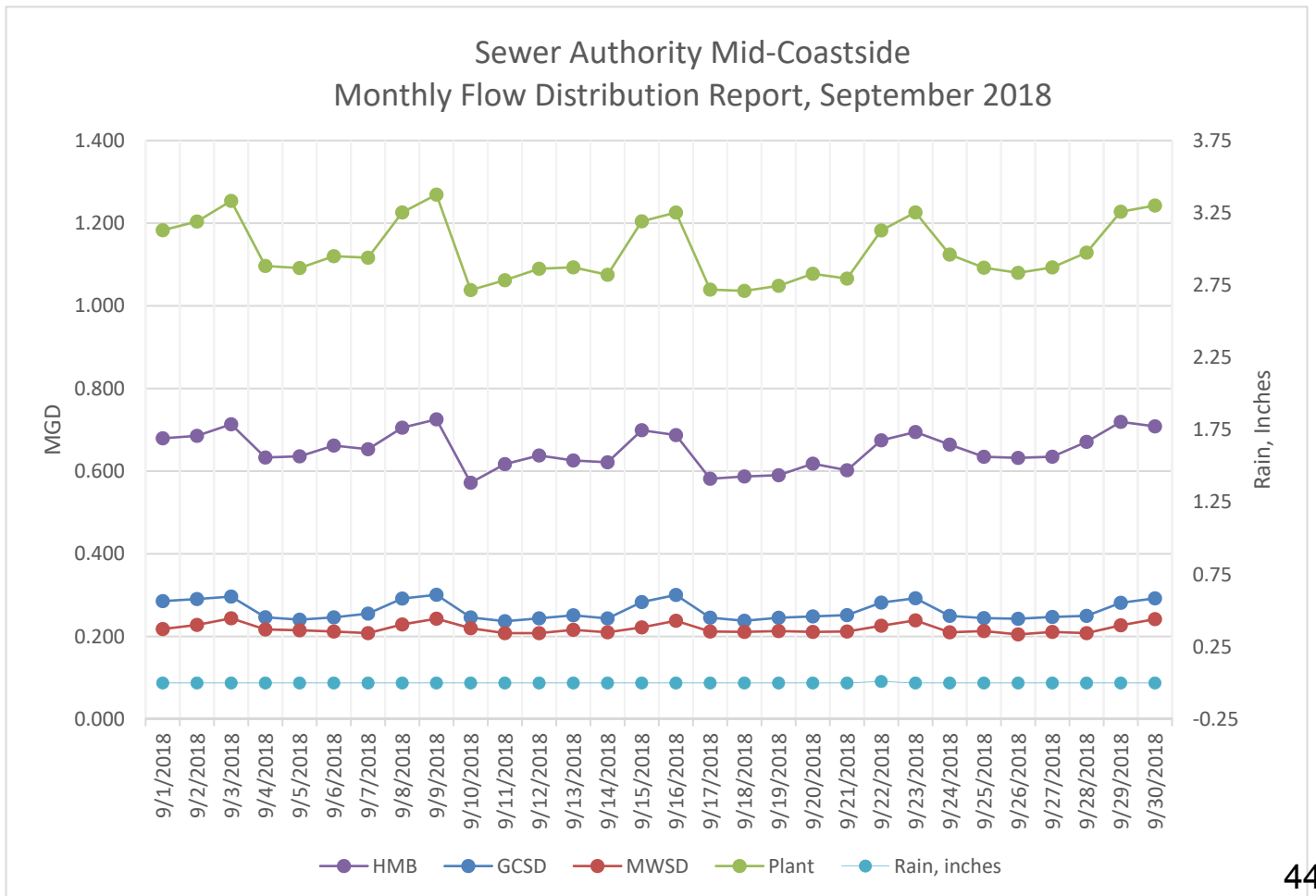
Flow Distribution Report Summary for September 2018

The daily flow report figures for the month of September 2018 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	0.652	57.5%
Granada Community Services District	0.262	23.1%
Montara Water and Sanitary District	<u>0.219</u>	<u>19.3%</u>
Total	1.134	100.0%



Sewer Authority Mid-Coastside

Monthly Collection System Activity/SSO Distribution Report, September 2018

September 2018

	Total	Number of S.S.O's			
		HMB	GCS D	MWSD	SAM
Roots	0	0	0	0	0
Grease	0	0	0	0	0
Mechanical	0	0	0	0	0
Wet Weather	0	0	0	0	0
Other	0	0	0	0	0
Total	0	0	0	0	0

12 Month Moving Total

	Total	12 month rolling Number			
		HMB	GCS D	MWSD	SAM
Roots	0	0	0	0	0
Grease	1	1	0	0	0
Mechanical	1	1	0	0	0
Wet Weather	0	0	0	0	0
Other	2	1	1	0	0
Total	4	3	1	0	0
		75%	25%	0%	0%

Reportable SSOs

	Total	Reportable Number of S.S.O.'s			
		HMB	GCS D	MWSD	SAM
September 2018	0	0	0	0	0
12 Month Moving Total	4	3	1	0	0

SSOs / Year / 100 Miles

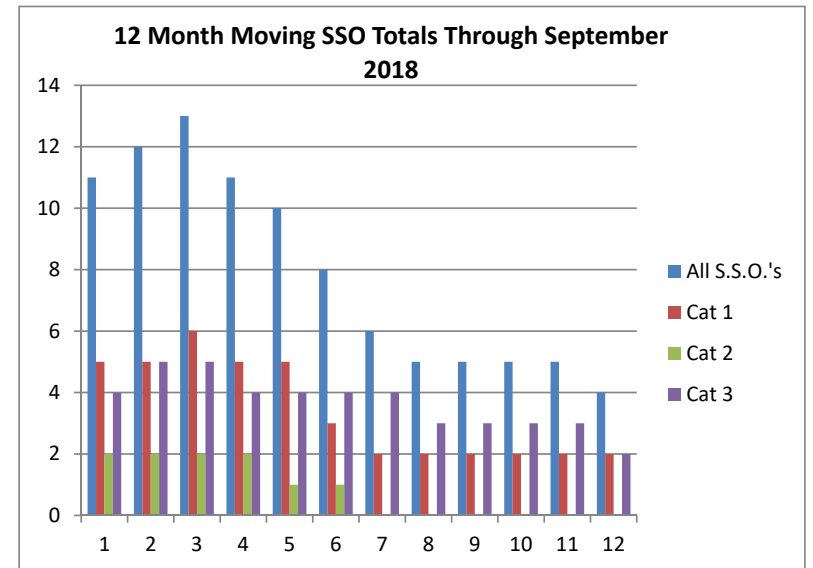
	Total	Number of S.S.O.'s /Year/100 Miles			
		HMB	GCS D	MWSD	SAM
September 2018	0.0	0.0	0.0	0.0	0.0
12 Month Moving Total	3.8	8.1	3.0	0.0	0.0
Category 1	1.9	5.4	0.0	0.0	0.0
Category 2	0.0	0.0	0.0	0.0	0.0
Category 3	1.9	2.7	3.0	0.0	0.0
Miles of Sewers	104.5	37.0	33.2	27.0	7.3
		35.4%	31.8%	25.8%	7.0%

12 Month Rolling Total Sewer Cleaning Summary

Month	HMB	GCS D	MWSD	Total Feet	Total Miles
Oct - 17	19,336	11,871	14,696	45,903	8.7
Nov - 17	17,854	23,041	9,978	50,873	9.6
Dec - 17	31,661	14,103	9,810	55,574	10.5
Jan - 18	26,653	13,069	11,444	51,166	9.7
Feb - 18	10,011	6,913	11,998	28,922	5.5
Mar - 18	15,529	10,672	9,585	35,786	6.8
Apr - 18	13,294	11,588	11,614	36,496	6.9
May - 18	12,081	12,563	10,730	35,374	6.7
June - 18	17,720	17,272	9,086	44,078	8.3
July - 18	29,678	19,093	9,715	58,486	11.1
Aug - 18	22,610	22,232	16,155	60,997	11.6
Sep - 18	15,448	16,407	11,416	43,271	8.2

Annual ft	231,875	178,824	136,227	546,926	
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Annual Mi.	43.9	33.9	25.8		103.6
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ITEM #6

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GRANADA COMMUNITY SERVICES DISTRICT

MINUTES BOARD OF DIRECTORS SPECIAL AND REGULAR MEETINGS

October 18, 2018

CALL SPECIAL MEETING TO ORDER

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

ROLL CALL

President Leonard Woren, Vice President Barbara Dye, Director Jim Blanchard, Director Matthew Clark, and Director David Seaton.

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

GENERAL PUBLIC PARTICIPATION

None.

ADJOURN TO CLOSED SESSION

1. **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) - Santa Clara County Superior Court, Case No. 17CV316927.
2. **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.**
3. **Conference Involving A Joint Powers Agency – Sewer Authority Mid-Coastside (Government Code Section 54956.96). Per Sewer Authority Mid-Coastside Agenda Items 3.A, 3.B and 3.C, on September 24, 2018, discussion will concern:**
 - a. **Conference with Legal Counsel – Anticipated Litigation Pursuant to Paragraph (2) or (3) of Subdivision (d) of Government Code Section 54956.9 (One potential case – circumstances need not be disclosed pursuant to paragraph (1) of subdivision (e) of Government Code Section 54956.9).**
 - b. **City of Half Moon Bay v. Granada Community Services District and Montara Water and Sanitary District (RPI, Sewer Authority Mid- Coastside) - Santa Clara County Superior Court Case No. 17CV316927.**

**c. Ecological Rights Foundation vs. Sewer Authority Mid-Coastside -
United States District Court Northern District of California Case
No. 18- cv-04413-VC.**

Granada Community Services District representatives on SAM Joint Powers
Agency board: Jim Blanchard, SAM Chair, and Leonard Woren, Director.

RECONVENE TO OPEN SESSION

There was no reportable action taken in Closed Session.

ADJOURN SPECIAL MEETING

CALL REGULAR MEETING TO ORDER

The Regular Meeting was called to order at 7:47.

ROLL CALL

GENERAL PUBLIC PARTICIPATION

President Woren announced the upcoming Drop-off Event, and Director Seaton
announced the Avenue Balboa Median Special Meeting/Event.

ACTION AGENDA

**1. Consideration of Appointment to Fill Vacancy on the Parks
Advisory Committee.**

Director Clark stated that the Appointment Committee of Directors Clark and Woren
met with one of the two applicants, as they had met with the other applicant
previously. They recommended appointing Michelle Dragony, and suggested that
alternates be appointed in the future.

ACTION: Director Dye moved to appoint Ms. Dragony to serve on the
Committee as recommended. (Dye/Seaton). Approved 5-0.

President Woren moved Item 10 up in the agenda due to the Committee Members
present.

10. Report on Parks Advisory Committee.

PAC Chair Pat Tierney reported on the Committee's activities relating to the Special
Meeting/Public Outreach Event to be held on October 20 at the median on Avenue
Balboa, explaining that flyers were physically posted in various places and on social
media, including the District's website, and were distributed door-to-door in the
vicinity of the Ave. Balboa medians. He said that a third concept design was
produced with fewer active recreation facilities, and anticipates that the designs
may be further revised based on the community feedback from the event.

**2. Consideration of Fiscal Year End June 30, 2017 Audited
Financial Statements.**

ACTION: Director Clark moved to approve the fiscal year end June 30,
2017 audited financial statements. (Clark/Dye). Approved 5-0.

- 3. Consideration of 2018 Grant of Easements to SAM and Easement Agreement for Wet Weather Storage Facility on GCSD's Burnham Strip Property.**
Staff and legal counsel provided a summary of the proposed easement. The easement legal description and plat has not been finalized, and SAM also made a last minute request to not finalize the permanent easement until the project was constructed, which is not how the easement was drafted. SAM also has not yet put the project out to bid, and has yet to obtain a Coastal Development Permit. The Board held a brief discussion, and the Item was tabled until the next meeting pending resolution of the issues above.
- 4. Consideration of Sewer Authority Mid-Coastside Report.**
Director Woren reported on the September 24 SAM meeting.

CONSENT AGENDA

- 5. Approval of September 20, 2018 Meeting Minutes.**
- 6. Approval of October 2018 Warrants.**
- 7. Approval of August 2018 Financial Statements.**
- 8. Approval of Assessment District Distribution #4-18/19.**
ACTION: Director Blanchard moved to approved the Consent Agenda. (Blanchard/Clark). Approved 5-0.

COMMITTEE REPORTS

- 9. Report on seminars, conferences, or committee meetings.**
None.

INFORMATION CALENDAR

- 11. Attorney's Report.**
Counsel Wittwer reported that there is legislation allowing persons to do volunteer work for public agencies, and that it is not necessary for the District to form a 501(c) (3) to allow volunteers to perform services.
- 12. General Manager's Report.**
None.
- 13. Administrative Staff Report.**
Ms. Comito reported that the logs placed along the property line on the Burnham Strip property had been moved by unknown persons, but that the County Public Works Department agreed to move them back as soon as possible, staking them in this time, so they couldn't be easily moved.
- 14. Engineer's Report.**
Mr. Duffy reviewed the items listed in the written Engineer's Report provided.
- 15. Future Agenda Items.**
Staff was requested to provide a list of future agenda items in upcoming packets.

ADJOURN REGULAR MEETING

The regular meeting was adjourned at 8:56 p.m.

SUBMITTED BY:

ATTEST:

Delia Comito, Secretary

Chuck Duffy, General Manager

Date Approved by Board: November 15, 2018

ITEM #7

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**Granada Community Services District
November 2018 Warrants
For the November 15, 2018 Board of Director's Meeting**

Date	Num	Name	Memo	Account	Amount
11/15/18	7060	Alhambra & Sierra Springs	Sep 2018	6140 · Office Supplies	24.12
11/15/18	7061	AT&T	Oct 2018 Pump Stn Alarm Svc.	6170 · Utilities	69.44
11/15/18	7062	Barbara Dye	10/18/18 GCSD Mtg	6040 · Directors' Compensation	145.00
11/15/18	7063	Comcast	11/13 - 12/12 Svcs	6170 · Utilities	221.09
11/15/18	7064	CSDA	2019 CSDA Membership Renewal	6100 · Memberships	5,896.00
11/15/18	7065	David Seaton	10/18/18 GCSD Mtg	6040 · Directors' Compensation	145.00
11/15/18	7066	Dudek	09/28/18 - 10/26/18 Prof. Svcs	6151 · General Manager	9,450.00
11/15/18	7067	Express Plumbing	Medio Creek Maint. & Monit- Nov	1617-1 · Medio Creek Xing/Mirada Sew	975.00
11/15/18	7068	Fechter & Company, CPA's	FYE 6/30/17 Audit	6010 · Auditing	1,239.05
11/15/18	7069	Fitzgerald Law Offices	Oct 2018 Legal Svcs	6095 · Legal Lawsuits	175.92
11/15/18	7070	Gaetani Real Estate	Dec 2018	6120 · Office Lease	4,450.00
11/15/18	7071	Half Moon Bay Review	10/03/18 & 10/24/18 Recycle Day Ad	6160 · Publications & Notices	452.00
11/15/18	7072	Hue & Cry, Inc.	Nov 2018 Pump Stn Alarm Svcs	6170 · Utilities	32.65
11/15/18	7073	Jim Blanchard	10/18/18 GCSD, 10/22/18 SAM Mtgs	6040 · Directors' Compensation	190.00
11/15/18	7074	KBA Docusys	07/24/18-10/23/18	6020 · Copier Lease	307.65
11/15/18	7075	Kennedy Jenks	Sep 2018 Svcs/Sum 142	6071 · Engineering	6,287.50
11/15/18	7076	Kikuchi & Kankel Design	Inv dtd 10/08/18 & 11/06/18	5130 · Park & Rec Professional Svcs	7,582.69
11/15/18	7077	Leonard Woren	10/18/18 GCSD, 10/16/18 Comm, 10/22/18 SAM	6040 · Directors' Compensation	264.50
11/15/18	7078	Matthew Clark	10/18/18 GCSD, 10/16/18 Comm Mtgs	6040 · Directors' Compensation	219.50
11/15/18	7079	Office Depot	Invoice dtd 09/28/18	6140 · Office Supplies	81.31
11/15/18	7080	Pacifica Community TV	10/18/18 GCSD & 11/01/18 PAC	6180 · Video Taping	500.00
11/15/18	7081	PG&E	Pump Stn Invoice dtd 10/17/2018	6170 · Utilities	240.96
11/15/18	7082	PG&E-2	Mirada Rd Inv dtd 11/05/18	6170 · Utilities	20.33
11/15/18	7083	PGE	Office Inv dtd 10/24/2018	6170 · Utilities	211.04
11/15/18	7084	Pitney Bowes	Postage Deposit	6140 · Office Supplies	300.00
11/15/18	7085	Riordan Consulting	08/31/18-09/29/18 Svcs	6190 · Computers	2,872.50
11/15/18	7086	Rodolfo Romero	Nov 2018 Cleaning 2x	6130 · Office Maint & Repairs	140.00
11/15/18	7087	Sandie Arnott, Tax Collector	18/19 Prop Tax: 047-251-100 & 047-081-350	6220 · Misc.	424.96
11/15/18	7088	Sewer Authority Mid-Coastside	Nov 2018 Asmts, Sep 2018 Coll	5020 · SAM-Admin/Treat/Env/Inf/Coll	168,884.34
11/15/18	7089	Somach Simmons & Dunn	Sep 2018 Legal Fees-Enforcement Action	6091 · Legal	430.00
11/15/18	7090	The Hartford	Annual Renewal-Bus Prop Ins	6080 · Insurance	507.00
11/15/18	7091	US Bank Equipment Finance	10/24/18 - 11/24/18	6020 · Copier Lease	457.68
11/15/18	7092	Verizon Wireless	Oct 2018	6170 · Utilities	103.13
11/15/18	7093	White Nelson Diehl Evans	Oct 2018	6152 · Accounting	3,150.00
11/15/18	7094	Wittwer & Parkin	Oct 2018 Svcs	6090 · Legal-Gen/IPS/Parks/Big Wave	17,198.14
				TOTAL	233,648.50

ITEM #8

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Granada Community Services District
Statement of Net Position (Unaudited)
As of September 30, 2018

ASSETS

Current Assets	
1000 · Wells Fargo Checking - Gen Op	70,016
1010 · Wells Fargo Checking - Deposit	5,298
1020 · Petty Cash	490
1030 · Cash - LAIF	3,813,208
1100 · Accounts Receivable	0
Total Current Assets	3,889,012
Fixed Assets	
1600 · Land	1,063,640
1615 · Equipment	22,153
1620 · Collections System	11,151,703
1630 · Accumulated Depreciation	(6,168,876)
Total Fixed Assets	6,068,620
Other Assets	
1700 · Advance to MWSD	1,085,094
1710 · Allowance - for Advance to MWSD	(1,085,094)
1720 · Advance to AD- Bond Reserve	369,890
1730 · Advance to AD- NCA Fund	470,866
1735 · Advance to AD- Assesmnt Revenue	283,542
1740 · Security Deposit Office Lease	3,000
1750 · Investment in SAM	3,767,869
1760 · Deferred Outflows of Resources	101,671
Total Other Assets	4,996,838
Total Assets	14,954,470

LIABILITIES

Current Liabilities	
2000 · Accounts Payable	76,916
2001 · Accrued Vacation	5,571
2020 · Class 3 Deposits	17,196
2100 · Payroll Liabilities	1,457
2225 · Recology-Del Garbage	1,869
2310 · Relief Refund Advance	350
Total Current Liabilities	103,359
Long Term Liabilities	
2401 · Net Pension Liability	170,410
2402 · Deferred Inflows of Resources	20,515
Total Long Term Liabilities	190,925
Total Liabilities	294,284

NET POSITION

3000 · Net Assets	5,724,150
3005 · Contributed Capital	9,595,349
Net Income	(659,314)
Total Net Position	14,660,185

**Granada Community Services District
Revenue & Expenses (Unaudited)
July 1, 2018 through September 30, 2018**

	July 1 - Sept. 30, 2018	Expected To Date	Variance Favorable/ (Unfavorable)	FY 2018/2019 Budget
Revenues				
Operating Revenue				
4010 · Property Tax Allocation	522	1,000	(478)	200,000
4015 · Park Tax Allocation	1,060	1,000	60	400,000
4020 · Sewer Service Charges-SMC	813	1,000	(187)	1,471,000
4030 · AD OH Reimbursement	5,172	7,500	(2,328)	30,000
4040 · Recology Franchise Fee	9,276	8,000	1,276	32,000
Total Operating Revenue	16,843	18,500	(1,657)	2,133,000
Non Operating Revenue				
4120 · Interest on Reserves	0	0	0	46,400
4130 · Connection Fees	23,500	11,750	11,750	47,000
4150 · Repayment of Adv to AD-NCA	0	0	0	79,204
4155 · Repayment of Adv to AD-ARF	0	0	0	47,796
4160 · SAM Refund from Prior Yr	0	0	0	5,000
4170 · ERAF Refund	0	0	0	250,000
4180 · Misc Income	1,750	500	1,250	2,000
Total Non Operating Revenue	25,250	12,250	13,000	477,400
Total Revenues	42,093	30,750	11,343	2,610,400
Expenses				
Operations				
5010 · SAM - General	245,584	245,584	0	982,337
5020 · SAM - Collections	95,796	71,125	(24,671)	270,545
5050 · Mainline System Repairs	0	2,500	2,500	10,000
5060 · Lateral Repairs	3,800	5,000	1,200	20,000
5065 · CCTV	650	2,500	1,850	10,000
5070 · Pet Waste Station	211	250	39	1,000
5110 · RCD - Parks	0	1,250	1,250	5,000
5120 · Half Moon Bay Reimb - Parks	0	0	0	25,000
5130 · Parks & Rec Professional Services	8,798	5,000	(3,798)	20,000
Total Operations	354,839	333,209	(21,630)	1,323,882

No assurance is provided on these financial statements.

**Granada Community Services District
Revenue & Expenses (Unaudited)
July 1, 2018 through September 30, 2018**

	July 1 - Sept. 30, 2018	Expected To Date	Variance Favorable/ (Unfavorable)	FY 2018/2019 Budget
Expenses (Continued)				
Administration				
6010 · Auditing	0	0	0	15,000
6020 · Copier lease	1,288	1,875	587	7,500
6040 · Directors' Compensation	3,509	2,750	(759)	11,000
6050 · Education & Travel Reimb	334	500	166	2,000
6060 · Employee Compensation	69,917	55,000	(14,917)	220,000
6070 · Engineering Services	1,640	5,000	3,360	20,000
6080 · Insurance	724	2,500	1,776	10,000
6090 · Legal Services	30,052	18,750	(11,302)	75,000
6095 · Legal Services for Case Related Legal	50,520	25,000	(25,520)	100,000
6100 · Memberships	736	2,250	1,514	9,000
6110 · Newsletter	0	1,500	1,500	6,000
6120 · Office Lease	13,350	13,500	150	54,000
6130 · Office Maintenance & Repairs	490	625	135	2,500
6140 · Office Supplies	986	1,500	514	6,000
6150 · Professional Services	37,865	23,750	(14,115)	95,000
6160 · Publications & Notices	676	2,500	1,824	10,000
6170 · Utilities	2,875	2,500	(375)	10,000
6180 · Video Taping	1,250	875	(375)	3,500
6190 · Computers	1,460	500	(960)	2,000
6220 · Miscellaneous	2,120	1,750	(370)	7,000
6230 · Bank Service Charges	1,245	0	(1,245)	0
Total Administration	<u>221,037</u>	<u>162,625</u>	<u>(58,412)</u>	<u>665,500</u>
Capital Projects				
1617-1 · Medio Creek Xing Crossing	2,925	3,000	75	350,000
7100 · SAM - Infrastructure	117,958	117,959	1	471,834
7500 · Projects - Parks	4,648	25,000	20,352	100,000
Total Capital Projects	<u>125,531</u>	<u>145,959</u>	<u>20,428</u>	<u>921,834</u>
Total Expenses	<u>701,407</u>	<u>641,793</u>	<u>(59,614)</u>	<u>2,911,216</u>
Net Income/(Loss)	<u>(659,314)</u>	<u>(611,043)</u>	<u>(48,271)</u>	<u>(300,816)</u>

No assurance is provided on these financial statements.

ITEM #9

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DISTRIBUTION REQUEST NO.: #5-18/19
BOND ADMINISTRATION FUND
(Account Number: 94673305)

DISTRIBUTION TOTAL: \$3,130.90

\$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.

November 15, 2018

Chuck Duffy, Finance Officer/Treasurer

SCHEDULE "A"

DISTRIBUTION REQUEST NO: #5-18/19

DATE: November 15, 2018

DISTRIBUTE FROM ACCOUNT #: 94673305

ACCOUNT NAME: Bond Administration Fund

DISTRIBUTION AMOUNT: \$ 3,130.90

PAYMENT INSTRUCTIONS: Issue checks and mail as listed below.

Payee	Mailing Address	Services Provided	Amount
Fechter & Co.	3445 American River Dr #A Sacramento CA 95864	Audit Svcs: FYE 06/30/17	\$ 218.65
Taussig & Assoc	5000 Birch St, #6000, Newport Bch, CA 92660	Admin Svcs: Sept 2018	\$ 326.25
GCSD	P.O. Box 335, El Granada, CA 94018	GCSD OH Reim: Nov 2018	\$ 2,586.00
TOTAL:			\$ 3,130.90

ITEM #10

GRANADA COMMUNITY SERVICES DISTRICT

AGENDA NOTICE

There are no documents for this Agenda Item.

ITEM #11

GRANADA COMMUNITY SERVICES DISTRICT

AGENDA NOTICE

There are no documents for this Agenda Item.

ITEM #12

GRANADA COMMUNITY SERVICES DISTRICT

AGENDA NOTICE

There are no documents for this Agenda Item.

ITEM #13

GRANADA COMMUNITY SERVICES DISTRICT

AGENDA NOTICE

There are no documents for this Agenda Item.

ITEM #14

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Administrative Staff Report

To: Board of Directors
 From: Delia Comito, Assistant General Manager
 Date: November 15, 2018

Report Period – October 13, 2018 - November 12, 2018

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

APPLICATIONS RECEIVED – Two (2) applications were received this period:

Rec'd	Cl	Owner or Agent	APN	Address	Sq. Ft.	Zone
07/30/18	1A	Wilkinson Philip	048-093-040	495 Mirada Rd, Miramar	3,697	R-1/S-17
07/30/18	1A	Stenger Sean	047-071-270	312 Sevilla Ave, EG	5,585	R-1/S-94
08/24/18	1A	Abolmoluki B	047-275-050	1120 Columbus, EG	6,026	R-1/S-17
09/04/18	1A	Reavill John	047-055-120	438 Sevilla, EG	5,000	R-1/S-17
09/12/18	1A	Wang Junhua	047-281-160	638 Coronado, EG	6,705	R-1/S-17
09/25/18	VAR	Xue/Li/Xu	047-111-270	736 San Carlos, EG	4,800	R-1/S-17
10/16/18	VAR	Irfan & Moin	048-032-070	Cortez, Miramar	4,400	R-1/S-94
10/22/18	1A	Stebbins Bruce	047-218-010	620 Columbus, EG	5,936	R-1/S-17

Note: Shaded areas were previously reported.

PERMITS ISSUED – One permit was issued this period:

Permit No.	Cl	Issue Date	Owner or Agent	APN	Address	Sq. Ft.	Zone	
3174	1A	07/13/18	Kybych Serhiy	048-013-600	124 Magellan	Miramar	7,792	R-1/S-94
3175	3	07/31/18	Kostiuk Michael	047-144-370	620 Portola Ave	EG	7,338	R-1/S-17
3176	1A	07/31/18	Kostiuk Michael	047-144-370	620 Portola Ave	EG	7,338	R-1/S-17
3177	1A	07/31/18	Wilkinson Phillip	048-093-040	495 Mirada Rd	Miramar	3,697	R-1/S-17
3178	1A	08/01/18	Stenger Sean	047-071-270	312 Sevilla Ave	EG	5,585	R-1/S-17
3179	3	08/13/18	Chirichillo	048-121-100	260 Medio Ave	HMB	5,000	R-1/S-94
3180	1A	08/14/18	Reavill John	047-055-120	438 Sevilla Ave	EG	5,000	R-1/S-17
3181	1A	09/25/18	Wang Junhua	047-281-160	638 Coronado St	EG	6,705	R-1/S-17
3183	1A	09/27/18	Abolmoluki B	047-275-050	1120 Columbus	EG	6,026	R-1/S-17
3184	2M	10/11/18	Coastside Fire	047-261-030	555 Obispo Rd	EG	2.38 ac	EG Gate
3185	1A	10/31/18	Stebbins Bruce	047-218-010	620 Columbus	EG	5,936	R-1/S-17

Note: Shaded areas were previously reported.

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

Hook-up Date	Type	Permit No.	Permit Issue Date	Owner	APN	Address
08/28/18	1A	3164	11/16/16	Michetti & Kessler	047-105-090	401 Paloma, EG
09/10/18	1A	3166	07/13/17	Lang Justin	047-105-240	755 San Carlos, EG
09/18/18	1A	3169	08/17/18	Cuvelier Jacqueline	047-175-250	265 El Granada Blvd, EG
10/10/18	1A	3168	08/14/17	Rogers Clay	047-141-240	243 Del Monte Rd, EG

Note: Shaded areas were previously reported.

Administrator's Report
November 2018
Page Two

REPAIRS – There were no repairs this period.

Repair Date	Type	Problem	Location or Address	Cause	Cost
08/18/18	Clean-out	Back-up	164 Ave Balboa	Roots/District Clean-out	3,800

Note: Shaded areas were previously reported

ITEM #15

GRANADA COMMUNITY SERVICES DISTRICT

AGENDA NOTICE

There are no documents for this Agenda Item.

ITEM #16

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Granada Community Services District
FUTURE AGENDA ITEMS

#	Agenda Item	By	Est. Date	Notes
	Election of District Officers	Bylaws	Dec 2018	
	Aprv K/J Contract for Engineering Svcs	Contract	Dec 2018	
	Aprv Board Member Orientation Handout	Staff	Dec 2018	
	Revise PAC Guildelines	Staff	Jan 2019	
	Aprv PAC Handbook	Staff	Jan 2019	
	Consider PAC Recommendation for Median Improvements	PAC	May 2019 ?	
	Ord Code Revision	Staff	May 2019	
	Amend Fee Resolution	Staff	May 2019	
	Aprv SAM Budget		May 2019	
	Aprv 17/18 Audited Financial Stmts		May 2019	
	Aprv 19/20 District Budget		June 2019	
	Aprv SSC & Del Garbage Reports		June 2019	
	Mitigation Fees			