



Board of Harbor Commissioners

Sabrina Brennan, President
Edmundo Larenas, Vice President
Nancy Reyerling, Secretary
Tom Mattusch, Treasurer
Virginia Chang Kiraly, Commissioner

John Moren, Interim General Manager
William Parkin, District Counsel

San Mateo County Harbor District Board of Harbor Commissioners

“To assure the public is provided with clean, safe, well-managed, financially sound and environmentally pleasant marinas.”

REGULAR MEETING AGENDA

**April 17, 2019
6:30 PM**

San Mateo County Harbor District
Conference Room
504 Avenue Alhambra, Ste. 200
El Granada, CA 94018

All Harbor District Commission regular meetings are recorded and posted at www.PacificCoast.tv within 48 hours of the meeting. Pacifica residents can tune into Comcast Channel 26 and residents from Montara through Pescadero can tune into Comcast Channel 27. Copies of the meetings can also be purchased from PCT and mailed for \$18.

Persons requiring special accommodation with respect to disability are directed to make such requests per the Americans With Disabilities Act to the Deputy Secretary to the Board at 650-583-4400, 48 hours in advance.

A) Roll Call

B) 1. Public Comments/Questions

The Public may directly address the Board of Harbor Commissioners for a limit of three (3) minutes, unless a request is granted for more time, on any item of public interest within the subject matter jurisdiction of the San Mateo County Harbor District, that is not on the Regular Agenda. If a member of the public wishes to address the Board on an agenda item, it is requested that a speaker card be completed and given to the Deputy Secretary. The Chair will call your name at the appropriate time. Agenda material may be reviewed at the administration offices of the District, 504 Avenue Alhambra, Ste. 200, El Granada, CA 94018 or online at www.smharbor.com.

2. Commissioner Comments

Commissioners may make public statements limited to five (5) minutes.

C) Consent

All items on Consent are approved by one motion unless a Commissioner requests at the beginning of the meeting that an item be withdrawn or transferred to Discussion. Any item on Discussion may be transferred to Consent.

ITEMS PULLED FROM CONSENT WILL BE HEARD AFTER DISCUSSION ITEMS.

1. **[Bills and Claims \(van Hoff\)](#)**
Recommendation: Review Pre-Approved Bills and Claims in the amount of \$1,269,300.64. Pre-Approve \$500,000 in Bills and Claims until next meeting.
2. **[Minutes – Special Meeting March 14, 2019 \(Gehret\)](#)**
Recommendation: Approve Minutes of the Special Meeting of March 14, 2019.
3. **[Minutes – Special Meeting March 20, 2019 \(Gehret\)](#)**
Recommendation: Approve Minutes of the Special Meeting of March 20, 2019.
4. **[Minutes – Regular Meeting March 20, 2019 \(Gehret\)](#)**
Recommendation: Approve Minutes of the Regular Meeting of March 20, 2019.
5. **[Minutes – Special Meeting March 28, 2019 \(Gehret\)](#)**
Recommendation: Approve Minutes of the Special Meeting of March 28, 2019.
6. **[Commercial Activity Permit for Stephen Crevelli Sportfishing to Charter a Privately-Owned Vessel at Oyster Point Marina \(Moren\)](#)**
Recommendation: Approve the Commercial Activity Permit (CAP) for Stephen Crevelli (Permittee) to charter a privately-owned uninspected vessel for fishing, sightseeing tours, special events and burials at sea at Oyster Point Marina (OPM) until December 31, 2019 and authorize the Interim General Manager to execute the permit in a form approved by legal counsel.
7. **[Authorize Expenditure of Funds for Temporary Staffing Services, Not to Exceed \\$300,000 \(Pyle\)](#)**
Recommendation: Authorize the Interim General Manager to execute service agreements with Robert Half/Accountemps/Officeteam (Robert Half), Regional Government Services and other such agencies for temporary staffing needs as appropriate for a total not to exceed amount of \$300,000.
8. **[San Mateo County Harbor District Governance & Policy Committee \(van Hoff\)](#)**
Recommendation: Approve the Governance & Policy Committee's nomination of Frank "Bud" Ratts to serve as a public member of the Committee.

9. [Investment Report \(van Hoff\)](#)
Receive and file.
10. [Monthly Capital Projects Update \(Pyle\)](#)
Receive and file.

D) Discussion

11. [Pillar Point Harbor West Trail Erosion Protection Project Update and Proposal for Board Consideration; Presentation \(Pyle\)](#)
Recommendation: Receive update; consider proposal.
12. [Oyster Point Marina Fuel System Transfer to City of South San Francisco \(Moren\)](#)
Recommendation: Authorize Staff and District Counsel to send formal notice to the City of South San Francisco of the District's intent to cease operation and maintenance of the fuel system at Oyster Point Marina.
13. [Preliminary Budget for Fiscal Year 2019/20; Adopt Resolution No.19-08 \(van Hoff\)](#)
Recommendation: Adopt Resolution No.19-08 approving the Preliminary Budget for Fiscal Year 2019/20.
14. [Surfers Beach Replenishment Pilot Project Update and Proposal; Presentation \(Pyle\)](#)
Recommendation: Receive project update; authorize the Interim General Manager to execute a Professional Services Agreement with consultant Damitz for an amount not to exceed \$56,000 to complete project management for the Surfers Beach Restoration Pilot Project.
15. [Pillar Point Harbor Launch Ramp Dredge Project Update; Proposal Consideration; Presentation \(Pyle\)](#)
Recommendation: Receive project update; authorize the Interim General Manager to execute a Professional Services Agreement with consultant Damitz for an amount not to exceed \$47,700 for continued project management services for the Pillar Point Harbor Launch Ramp Dredge Project.

E) Discussion/Action on Pulled Consent Items (if any)

F) Future Agenda Items

- G) March Activity Reports:** [Interim General Manager/Operations, Administration](#)
Information only

H) Standing Committee Meeting Summary:

- Policy Committee met March 25, 2019. See Consent Item 8.
- Climate Change Resilience Committee met April 9, 2019.
- Finance Committee met April 11, 2019.

I) Adjourn

The next regular meeting will be held on May 15, 2019 at the San Mateo County Harbor District Office, 504 Avenue Alhambra, Ste. 200, El Granada, CA 94018 at 6:30 PM.

Agenda posted as required:
April 12, 2019 at 4:00 PM


Debbie Gehret
Deputy Secretary



Staff Report

TO: Board of Harbor Commissioners

FROM: Kin Yip Chan, Accounting Technician

DATE: April 17, 2019

SUBJECT: Review Bills and Claims in the Amount of \$1,269,300.64

Total Disbursements being submitted for your review: **\$1,269,300.64**

Dept. Code	Description	Amount
103	Administration & Commissioners	\$ 899,967.88
201	Pillar Point Harbor	\$ 190,014.57
301	Oyster Point Marina	\$ 53,221.37
	Employee Deductions	\$ 30,758.53
	Payroll / Benefits	\$ 95,338.29
Total Bills & Claims for Review:		\$ 1,269,300.64

Pre-Approved Payroll Notes:

Payroll Paydate 3/8/19 \$ 138,916.59

Payroll Paydate 3/22/19 \$ 135,440.00

Total Payroll for Period: \$ 274,356.59

Background: The Board Pre-Approved Bills and Claims up to \$500,000 for this month and all payroll related claims. Actual Bills and Claims paid for the period are \$409,988.10. Of this amount, \$859,312.54 is awaiting approval.

Recommended Motion:

- 1) Accept Bills and Claims in the amount of \$1,269,300.64, including \$409,988.10 pre-approved on March 20, 2019 and \$859,312.54 approved on April 17, 2019.
- 2) Pre-Approve \$500,000 in Bills and Claims until next meeting date. This reflects an increase of previous pre-approvals to more accurately reflect monthly payables.

Attachments:

[Bills and Claims/Cal Card Top 5](#)

[Legal Fees](#)

BILLS AND CLAIMS FOR 4/17/19 BOARD MEETING			PAYROLL EMPLOYEES	PAYROLL BENEFITS	ADMIN & COMM	PILLAR POINT	OYSTER POINT	TOTAL ALL
VENDOR	DESCRIPTION	AMOUNT	DEDUCTION	RELATED	103	201	301	DEPTS
SAN MATEO COUNTY ELECTIONS DIVISION	11/06/18 STATEWIDE GENERAL ELECTION	859,312.54			859,312.54			859,312.54
SUB-TOTAL OF PAYMENTS TO BE PROCESSED 4/17/2019		859,312.54	-	-	859,312.54	-	-	859,312.54
8X8, INC	TELEPHONE/COMMUNICATIONS	1,071.24			595.01	121.82	354.41	1,071.24
ADP, LLC	PAYROLL PROCESSING	2,182.16			583.50	863.28	735.38	2,182.16
AIRGAS USA, LLC	OPERATING SUPPLIES	121.31				121.31		121.31
ALL AREA'S TREE EXPERTS	REPAIRS & MAINTENANCE	2,750.00				2,750.00		2,750.00
AMERICAN DEBRIS BOX SERVICE, INC	CONTRACTUAL SERVICES	1,619.43				1,619.43		1,619.43
ANDREWS, BEN	REIMB UNIFORM EXPENSES	134.00					134.00	134.00
ARAMARK UNIFORM SERVICES LLC	UNIFORM SERVICES	1,025.95					1,025.95	1,025.95
ASSOCIATION OF MARINA INDUSTRIES	MEMBERSHIPS & SUBSCRIPTIONS	275.00				137.50	137.50	275.00
AT&T	TELEPHONE/COMMUNICATIONS	256.30				256.30		256.30
BAY GREEN MARINE SANITATION	CONTRACTUAL SERVICES	3,889.62				2,173.62	1,716.00	3,889.62
BLUE LINE TRANSFER INC	GARBAGE SERVICES	39.10					39.10	39.10
BRENNAN, SABRINA	REIMB CONFERENCES & MEETINGS EXPENSES	559.42			559.42			559.42
BURRIS, JOHN DBA JOHN BURRIS DIVING	CONTRACTUAL SERVICES	6,500.00				6,500.00		6,500.00
CALIFORNIA WATER SERVICE CO	UTILITIES	2,781.03					2,781.03	2,781.03
CALPERS	PAYROLL DEDUCTION PAYABLE	33,297.67		33,297.67				33,297.67
CALPERS SUPPLEMENTAL INCOME 457 PLAN	PAYROLL DEDUCTION PAYABLE	22,314.17	22,314.17					22,314.17
CASPIAN IT GROUP	CONTRACTUAL SERVICES-IT	7,981.57			4,852.46	1,596.89	1,532.22	7,981.57
CHAN, KIN YIP	REIMB CONFERENCES & MEETINGS EXPENSES	140.98			140.98			140.98
CINTAS CORPORATION	SAFETY EQUIPMENTS/TRAININGS	3,823.82				2,042.72	1,781.10	3,823.82
COASTSIDE COUNTY WATER DISTRICT	UTILITIES	5,028.14				5,028.14		5,028.14
COASTSIDE.NET	WIFI EXPENSES	718.20				718.20		718.20
COLEMAN SECURITY INDUSTRIES, INC	CONTRACTUAL SERVICES	8,507.52					8,507.52	8,507.52
COMCAST	INTERNET EXPENSES	639.29			193.33	83.33	362.63	639.29
CSG CONSULTANTS, INC	CONTRACTUAL SERVICES	47,826.25				47,826.25		47,826.25
DIGITAL DEPLOYMENT, INC/ STREAMLINE	CONTRACTUAL SERVICES-IT	200.00			200.00			200.00
DRIFTWOOD LUMBER & HARDWARE	REPAIRS & MAINTENANCE	227.53				227.53		227.53
ENVIRONMENTAL SCIENCE ASSOCIATES	CONTRACTUAL SERVICES	6,465.00				6,465.00		6,465.00
FASTENAL COMPANY	REPAIRS & MAINTENANCE	99.54					99.54	99.54
GAETANI REAL ESTATE	ADMIN OFFICE RENT	7,900.00			7,900.00			7,900.00
GARDA, CL WEST, INC	CONTRACTUAL SERVICES	289.22				154.86	134.36	289.22
GARNISHMENT	PAYROLL DEDUCTION PAYABLE	1,411.06	1,411.06					1,411.06
GEHRET, DEBBIE	REIMB MILEAGE	69.02			69.02			69.02
GENERAL CREDIT FORMS INC	OFFICE SUPPLIES	28.17					28.17	28.17
GRAPHICS ON THE EDGE	REPAIRS & MAINTENANCE	1,773.44				1,773.44		1,773.44
HASSETT HARDWARE/BLUETRAP CREDIT SERVICES	REPAIRS & MAINTENANCE	640.69				640.69		640.69
HOLMAN PROFESSIONAL COUNSELING CENTERS	EMPLOYEE ASSISTANCE PROGRAM SERVICES	289.00			98.87	102.67	87.46	289.00
IRON MOUNTAIN, INC	CONTRACTUAL SERVICES	149.00			149.00			149.00
KONICA MINOLTA	REPAIRS & MAINTENANCE	407.81			308.16	99.65		407.81
LAURETTA PRINTING COMPANY	OFFICE SUPPLIES	374.33				249.55	124.78	374.33
LENACO CORPORATION/BLUE RIBBON SUPPLY COMPANY	JANITORIAL SUPPLIES	2,123.45				1,469.11	654.34	2,123.45
MARINE LIEN SALE SERVICE	LIEN SALES	320.00				320.00		320.00
MISSION LINEN & UNIFORM SUPPLY	UNIFORM SERVICES	960.93				960.93		960.93
MOFFATT & NICHOL ENGINEERS, INC	CONTRACTUAL SERVICES	3,474.25				3,474.25		3,474.25
MOTION INDUSTRIES DBA MOSS RUBBER & EQUIPMENT CORP	REPAIRS & MAINTENANCE	69.48					69.48	69.48
NAVIA BENEFIT SOLUTIONS	PAYROLL DEDUCTION PAYABLE	407.68	357.68		50.00			407.68
OPERATING ENGINEERS TRUST	HEALTH INSURANCE PREMIUMS	36,931.00		36,931.00				36,931.00
OPERATING ENGINEERS UNION LOCAL 3	PAYROLL DEDUCTION PAYABLE	1,216.00	1,216.00					1,216.00
ORKIN SERVICES OF CALIFORNIA, INC	CONTRACTUAL SERVICES	135.00					135.00	135.00
PACIFIC COLOR GRAPHICS	OFFICE SUPPLIES	420.74			420.74			420.74
PACIFICA COMMUNITY TELEVISION	CONFERENCES & MEETINGS	250.00			250.00			250.00
PG&E	UTILITIES	13,917.24				13,917.24		13,917.24
PHONDINI PARTNERS LLC	CONTRACTUAL SERVICES	4,540.00			4,540.00			4,540.00
PITNEY BOWES, INC/ PURCHASE PC	POSTAGE REPLENISHMENT	2,197.68			1,169.79	513.95	513.94	2,197.68
PRINCETON WELDING INC	REPAIRS & MAINTENANCE	2,692.87				2,692.87		2,692.87
PRINTING SYSTEMS, INC	OFFICE SUPPLIES	251.75			251.75			251.75

Legal Fees - Fiscal Years 2009 to 2019

Sum of Total Spent	Column Labels														Grand Total	
	AARONSON, DICKERSON, COHN &	BRAND/ NORMAN	COX, WOOTON, LERNER, GRIFFIN,	FRANK/LYNN S.	HANSON BRIDGETT LLP	JAY RESENDEZ, ATTORNEY AT LAW	KOTZEBUE/ MARGARET	KRAMER/ KAREN	LIEBERT, CASSIDY & WHITMORE///	MCGRATH INVESTIGATIONS	OPPENHEIME R/ AMY	RICHARDS, WATSON & GERSHON	TOPLIFF/ MARY L.//	GOYETTE/ GRIFFITHS//	WITTWER PARKIN LLP	Grand Total
08-09	\$ 65,229.96	\$ 675.00							\$ 82,179.67			\$ 17,303.42				\$ 165,388.05
09-10	\$ 44,729.24								\$ 50,505.65			\$ 6,402.50				\$ 101,637.39
10-11	\$ 46,880.38								\$ 34,050.00			\$ 11,803.75				\$ 92,734.13
11-12	\$ 84,627.99								\$ 5,674.20			\$ 1,770.00				\$ 92,072.19
12-13	\$ 105,733.63					\$ 735.00			\$ 7,097.00							\$ 113,565.63
13-14	\$ 88,761.42		\$ 10,856.98					\$ 13,803.00	\$ 83,662.55		\$ 24,381.00					\$ 221,464.95
14-15	\$ 340.75		\$ 9,143.02		\$ 287,596.29		\$ 26,364.00		\$ 92,751.48							\$ 416,195.54
15-16			\$ 29,949.79	\$ 4,500.00	\$ 301,540.13	\$ 3,325.00			\$ 133,292.43	\$ 15,445.00						\$ 488,052.35
16-17			\$ 3,682.03		\$ 317,484.72				\$ 97,191.79							\$ 418,358.54
17-18					\$ 290,308.67				\$ 18,150.00				\$ 25,000.00			\$ 333,458.67
18-19 YTD*					\$ 361,423.88				\$ 8,259.50					\$ 50,429.75	\$ 14,165.50	\$ 434,278.63
Grand Total	\$ 436,303.37	\$ 675.00	\$ 53,631.82	\$ 4,500.00	\$ 1,558,353.69	\$ 4,060.00	\$ 26,364.00	\$ 13,803.00	\$ 612,814.27	\$ 15,445.00	\$ 24,381.00	\$ 37,279.67	\$ 25,000.00	\$ 50,429.75	\$ 14,165.50	\$ 2,877,206.07

*18-19 YTD is invoices received thru February 2019



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John Moren, Interim General Manager
William Parkin, District Counsel

San Mateo County Harbor District Board of Harbor Commissioners

“To assure the public is provided with clean, safe, well-managed, financially sound and environmentally pleasant marinas.”

SPECIAL MEETING MINUTES

March 14, 2019
10:30 AM

San Mateo County Harbor District
Conference Room
504 Avenue Alhambra, Ste. 200
El Granada, CA 94018

- A.) ROLL CALL** 10:33 AM Commissioners Chang Kiraly, Mattusch and Reyerling present. Quorum. Commissioners Brennan and Larenas absent.
10:34 AM Commissioner Larenas arrives.
10:35 AM Commissioner Brennan arrives.

B.) OPEN SESSION

Motion: (Chang Kiraly/Reyerling) Authorize the Interim General Manager to Negotiate with Property Owner/Representative with regard to property located at 371 Princeton Ave, Half Moon Bay, and property located at 700 Monte Vista Lane, Half Moon Bay.

Ayes: Chang Kiraly, Larenas, Mattusch, Reyerling

Nays: None

Absent: Brennan

No Public comments.

10:35 AM **Motion:** (Larenas/Chang Kiraly) Adjourn to Closed Session.

C.) CLOSED SESSION

- 1) **TITLE: Conference with Real Property Negotiator**—Government Code § 54956.8
Agency Negotiator: John Moren, Interim General Manager
Under Negotiations: Instructions to negotiator will concern price and terms of payment.
Real Property: 371 Princeton Ave, Half Moon Bay
Negotiating Parties: Somchit Intamoy, Kratai Tischer represented by Coldwell Banker.

2) TITLE: Conference with Real Property Negotiator—Government Code § 54956.8
Agency Negotiator: John Moren, Interim General Manager
Under Negotiations: Instructions to negotiator will concern price and terms of payment.
Real Property: 700 Monte Vista Lane, Half Moon Bay.
Negotiating Parties: Monte Vista LLC represented by Colliers International.

3) TITLE: Conference with Legal Counsel—Anticipated Litigation
Significant exposure to litigation pursuant to Government Code §54956.9(d)(2) and (d)(3) (three potential cases).

11:37 AM Commissioner Brennan leaves.

11:38 AM Commissioner Brennan re-enters Closed Session.

12:00 PM Break

12:05 PM Resume

12:29 PM Commissioner Brennan reconvenes Open Session.

No reportable actions for any items.

D.) ADJOURN 12:30 PM **Motion:** (Chang Kiraly/Reyering) Adjourn meeting.
All in favor. Motion passed.

Debbie Gehret
Deputy Secretary

Sabrina Brennan
President



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SPECIAL MEETING MINUTES

March 20, 2019

5:30 PM

San Mateo County Harbor District
Conference Room
504 Avenue Alhambra, Ste. 200
El Granada, CA 94018

- A) Roll Call** 5:30 PM Commissioners Chang Kiraly, Mattusch and Reyring present. Commissioners Brennan and Larenas absent.
5:31 PM No public comment. Adjourn to Closed Session.
5:39 PM Commissioner Larenas arrives.
5:50 PM Commissioner Brennan arrives.

B) Closed Session

1) TITLE: Conference with Legal Counsel—Existing Litigation

Pursuant to Government Code §54956.9(d)(1)
Schulz v. Ketch Joanne Restaurant & Harbor Bar, San Mateo County Harbor District (U.S. District Court No. C 19-992 JSC).

1. No reportable action.

2) TITLE: Conference with Legal Counsel—Existing Litigation

Pursuant to Government Code §54956.9(d)(1)
(Brennan v. San Mateo County Harbor District (DFEH No. 201807-03053228; EEOC No. 37A-2019-00873-C).

2. No reportable action.

Legal Counsel stated that Commissioners Brennan and Mattusch recused themselves from Item 2.

C) Adjournment 6:30 PM

Debbie Gehret
Deputy Secretary

Sabrina Brennan
President



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REGULAR MEETING MINUTES

March 20, 2019

6:30 PM

San Mateo County Harbor District
Conference Room
504 Avenue Alhambra, Ste. 200
El Granada, CA 94018

A) Roll Call 6:30 PM - All Commissioners present.

B) Staff Recognition – Pillar Point Harbor Crew

Commendation plaque given to Pillar Point Harbor crew by Mary Larenas.

C) 1. Public Comments/Questions

None.

2. Commissioner Comments

Commissioner Larenas - Thanked Pillar Point Harbor crew; commended regarding presentation given on the work of the Surfrider Foundation at Capistrano Beach, attended Ocean's Day in Sacramento; will be attending upcoming workshop on living shoreline and shoreline protection in April.

Commissioner Reyring - Attended Committee for Green Foothills talk which included discussion of shoreline protection; attended San Mateo County CSDA meeting and was elected as Vice President.

Commissioner Mattusch – Recreational rockfish opens April 1; recreational salmon below Pigeon Point opens April 6; recreational salmon outside of Pillar Point Harbor begins April 13; forecast for salmon this year is very good.

Commissioner Brennan – Communicated that a sample CSDA Legislative Advocacy Policy is available; spoke on AB 467, which would require pay parity for athletic events held on state lands - committee hearing on April 9; attended the California LGBTQ Summit in Sacramento.

D) Consent

ITEMS PULLED FROM CONSENT WILL BE HEARD AFTER DISCUSSION ITEMS.

Commissioner Chang Kiraly pulled Item 5.

1. **Bills and Claims (van Hoff)**
Recommendation: Review Pre-Approved Bills and Claims in the amount of \$347,285.96. Pre-Approve \$500,000 in Bills and Claims until next meeting.
2. **Minutes – Special Meeting February 20, 2019 (Gehret)**
Recommendation: Approve Minutes of the Special Meeting of February 20, 2019.
3. **Minutes – Regular Meeting February 20, 2019 (Gehret)**
Recommendation: Approve Minutes of the Regular Meeting of February 20, 2019.
4. **Second Quarter – Fiscal Year 2019 (Q2-19) Rent Report (van Hoff)**
Information only.
6. **Monthly Capital Projects Update (Pyle)**
Receive and file.

Motion: (Mattusch/Chang Kiraly) Approve Consent Items 1-4, 6.

Ayes: All in favor.

Motion passed.

E) Discussion

7. **Pillar Point Harbor H-Dock Replacement Project Update and Proposal to Combine this Project with the Adjacent Johnson Pier Terminus Reconfiguration Project; Presentations (Pyle)**
Motion: (Larenas/Chang Kiraly) Receive update on the Pillar Point Harbor H-Dock Replacement Project and authorize the Interim General Manager to execute a Work Directive amendment with Moffatt & Nichol for an amount not-to-exceed \$1,318,000 to combine this project with the Johnson Pier Reconfiguration Project for design, engineering, permitting and construction management for both adjacent projects.
Ayes: All in favor.
Motion passed.

8. Johnson Pier Pile Repairs; Presentation (Pyle)

Motion:(Reyering/Chang Kiraly) Authorize the Interim General Manager to issue a Work Directive agreement with consultant Moffatt & Nichol for design, engineering, permitting and construction support for the sleeving of critical support pilings at Pillar Point Harbor's Johnson Pier Terminus Timber Platform for an amount not-to-exceed \$42,300.

Ayes: All in favor.

Motion passed.

9. Pillar Point Harbor Fishing Pier; ADA Access Walkway and Adjacent Breakwater Rehabilitation Project; Presentation (Pyle)

Received Pillar Point Harbor Fishing Pier Repair project update from consultant Moffatt & Nichol.

10. "First Look" at Fiscal Year 2019/20 Preliminary Budget (van Hoff)

Received report; direction provided to staff.

11. Proposed Adjustment to Fines; Adopt Resolution No.19-06 (Pyle)

Motion: (Chang Kiraly/Reyering) Approve the updated fine amounts for the four violations listed in this report and adopt Resolution No.19-06.

Ayes: All in favor.

Motion passed.

12. Nomination to Special District Risk Management Authority (SDRMA) Board of Directors Election; Adopt Resolution No.19-05 (Moren)

No action taken.

5. Executive Search Services - General Manager (van Hoff)

Motion: Authorize the Interim General Manager to execute a Professional Services Agreement for Executive Search Services with the highest ranked firm, CPS HR Consulting, for a fixed fee of \$23,800 plus reimbursement for out-of-pocket expenses estimated at \$8,000 for a total of \$31,800.

Ayes: All in favor.

Motion passed.

F) Discussion/Action on Pulled Consent Items (if any)

G) Future Agenda Items

H) February Activity Reports: Interim General Manager/Operations, Administration

Information only.

I) Adjournment 9:17 PM

Motion: (Chang Kiraly/Mattusch) Adjourn Board meeting.

All in favor.

Motion passed.

Debbie Gehret
Deputy Secretary

Sabrina Brennan
President

DRAFT



Board of Harbor Commissioners

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SPECIAL MEETING MINUTES

March 28, 2019

6:00 PM

San Mateo County Harbor District
Conference Room
504 Avenue Alhambra, Ste. 200
El Granada, CA 94018

Teleconference Location:
5921 Valencia Circle
Rancho Santa Fe, CA 92067

A.) ROLL CALL 6:00 PM Commissioners Brennan, Chang Kiraly, Larenas and Mattusch present. Quorum present in San Mateo County. Commissioner Reyerling present by telecon; agenda posted and door open. No members of the public present.

No public comments.

B.) OPEN SESSION

1. Legislative Advocacy Policy (van Hoff)

Motion: (Larenas/Reyerling) Approve new policy on Legislative Advocacy; adopt Resolution No.19-07

Ayes: Brennan, Larenas, Reyerling

Nays: Chang Kiraly

Abstain: Mattusch

Motion Passed.

2. Letter of Support of Assembly Bill 467 – Equal Play for Equal Pay (Moren)

Motion: (Chang Kiraly/Brennan) Approve letter of support for Assembly Bill 467, Equal Play for Equal Pay supporting inclusion of gendered categories at all surfing competitions and in support of equal pay and prize parity in all professional athletic competitions.

Ayes: All in favor.

Motion Passed.

3. Authorize the Interim General Manager to Negotiate with Property Owner/Representative with regard to property located at APN 047-261-030, Section A

Motion: (Chang Kiraly/Mattusch) Authorize the Interim General Manager to Negotiate with Property Owner/Representative with regard to property located at APN 047-261-030, Section A

Ayes: All in favor.

Motion Passed.

C.) CLOSED SESSION 6:32 PM

4. TITLE: Conference with Real Property Negotiator - Government Code §54956.8
Agency Negotiator: John Moren, Interim General Manager
Under Negotiations: Instructions to negotiator will concern price and terms of payment.

4. No reportable action.

D.) ADJOURN 7:28 PM

Debbie Gehret
Deputy Secretary

Sabrina Brennan
President



Staff Report

TO: Board of Harbor Commissioners

FROM: John Moren, Interim General Manager

DATE: April 17, 2019

SUBJECT: Commercial Activity Permit for Stephen Crevelli Sportfishing to Charter a Privately-Owned Vessel at Oyster Point Marina

Recommendation/Motion:

Motion: Approve the Commercial Activity Permit (CAP) for Stephen Crevelli (Permittee) to charter a privately-owned uninspected vessel for fishing, sightseeing tours, special events and burials at sea at Oyster Point Marina (OPM) until December 31, 2019 and authorize the Interim General Manager to execute the permit in a form approved by legal counsel.

Policy Implications:

Consistent with the San Mateo County Harbor District's (District) goal of promoting and providing waterborne services to the local community.

Fiscal Implications/Budget Status:

Commercial Activity Permit application fee of \$258 has been paid. Permittee will provide a \$500 deposit and be responsible for passenger fees as required in the current rates and fees schedule, as approved by this Commission.

Background/Discussion:

The Permittee is a USCG Certified Captain and will pilot his 21' uninspected vessel in accordance with all State and Federal laws. Pursuant to the terms and conditions of this CAP, Permittee will be allowed to charter the vessel owned and insured by him for fishing, sightseeing tours, special events, and burials at sea. Hours of operation will be from 6am to 6pm. No overnight guests/use will be permitted. The CAP, attached to this report, describes the rights and obligations of the parties and adequately protects the District. The term of the CAP is for the remainder of the 2019 calendar year but is freely terminable by the District sooner if necessary. The CAP may be approved and renewed annually thereafter.

If the Board elects to approve this CAP, the Permittee may allow up to 6 persons chartering the vessel to board at the launch ramp. All customers will park as space permits, in designated areas, on a first come, first served basis. Permittee will be responsible for keeping the area used clean and ensure no potential environmental hazards occur.

Summary/Recommendation:

Staff recommends the Board approve the Commercial Activity Permit for Stephen Crevelli Sportfishing at Oyster Point Marina for fishing and sight-seeing tours until December 31, 2019 and authorize the General Manager to execute the permit in a form approved by legal counsel.

Attachments:

1. [Commercial Activity Permit Application](#)
2. [Proposed Commercial Activity Permit](#)



SAN MATEO COUNTY HARBOR DISTRICT

504 Avenue Alhambra, Ste. 200

P.O. Box 1449

El Granada, CA 94018

Phone: (650) 583-4400

COMMERCIAL ACTIVITY PERMIT APPLICATION

The undersigned (hereinafter referred to as "Applicant") hereby applies for a permit to conduct a commercial activity, described below, at facilities owned or operated by the San Mateo County Harbor District, hereinafter referred to as "District," a political subdivision of the State of California.

PROPOSED COMMERCIAL ACTIVITY

1. **PURPOSE:** The purpose of the application is to describe the proposed commercial activity offering of sales or services to the general public:

Please describe in detail the proposed commercial activity. Include information regarding the nature of the activity, the purpose, hours of operation, any fees charged, estimated number of participants/customers, areas of Harbor to be used, Harbor facilities to be used. (use additional sheets of paper if needed.)

2. **RULES AND REGULATIONS:**

- a) Applicant is required to comply with all Federal, State, Local and District laws and ordinances, and represents as part of this permit application process that he/she has reviewed the Ordinance Code of the San Mateo County Harbor District and is fully familiar with the restrictions and laws stated herein.
- b) Applicant is required to submit with this application a valid copy of the Fictitious Business Name Statement from the County of San Mateo Treasurer's Office (required in all unincorporated areas of the County of San Mateo) or a City of South San Francisco Business License (if business is located in South San Francisco) and Seller's Permit issued from the California State Board of Equalization, which entitles Permittee to sell products. License shall be maintained in accordance with law and Permittee must be able to produce license when requested to do so by a representative of the District. Seller's Permit requirement only applies if applicable. The permits issued by the San Mateo County Harbor District will be null and void if applicant is required to have a San Mateo County, City of Half Moon Bay, or a City of South San Francisco Permit or business license and does not obtain said permits or business licenses.

- c) Sales and services under the permit applied for herein shall be permitted during prescribed hours only, within the operating hours of the specific facility involved, without advance written approval from the Harbormaster's office.
- d) All sales, work or other services shall be performed only in the areas designated by District staff as the space within the facility for said service, work or sale.
- e) Any permit authorized pursuant to this application shall be revoked immediately, and shall be null and void, if applicant is found in violation of any of the Terms and Conditions of this permit, or any provisions of law, including the San Mateo County Harbor District Ordinance Code.
- f) The permit issued pursuant to this application shall be valid from January 1 through December 31 of the permit calendar year.
- g) Commercial Activities are covered under Section 5 of the existing Ordinance Code.

3. PERMIT FEE, PAYMENT AND ACCOUNTING:

- a) **FEES:** The non-refundable administrative fee for the term of this permit shall be **Two hundred fifty-eight dollars (\$258.00)** per year plus \$100 per year to add an additional harbor/marina and shall be payable on approval of this application, before issuance of the Commercial Activity Permit. Additional fees may be required such as a percent-of-sales fee. (Contact the Director of Operations and General Manager for additional requirements).
- b) Permittee may be required to post a security deposit of \$500.00, which may be used by the District for payment of any moneys, rents, fees or other charges due and payable to the District, but in arrears for over ninety (90) days. Permittee shall be required to reinstate security deposit within 30 days, and to the satisfaction of the District if District is required to use said security deposit to satisfy Permittee's obligations under this lease.
- c) **PLACE OF FILING AND PAYMENT:** Fees required herein shall be paid to:

San Mateo County Harbor District
 504 Avenue Alhambra, Ste. 200
 PO Box 1449
 El Granada, CA 94018

The fees may be paid with cash, check, or electronic payment made payable to the San Mateo County Harbor District. A thirty-dollar (\$30.00) charge shall be assessed to proposed applicant for any and all returned checks. The permit is then null and void.

4. LIABILITY OF PARTIES: INDEMNIFICATION: INSURANCE:

Applicant shall indemnify, hold harmless and defend District for and against any and all injury to and deaths of persons, and injuries to property, and all claims, demands, losses, damages and liability, arising out of the applicant's activities under this permit and the use by applicant of District facilities.

Prior to commencing any activities hereunder, applicant shall furnish to District satisfactory evidence of insurance written upon a form and by a company acceptable to District, insuring District, its directors, officers, agents and employees against any losses or liabilities which may arise out of applicant's use of the facilities, including all costs of defending any action. Said insurance shall consist of a Comprehensive General Liability policy with a Broad Form Endorsement that provides coverage for bodily injury and property damage in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate. Said policy shall be in favor of, and name applicant and District, its directors, officers, agents and employees as additionally insured and shall be maintained in full force and effect during the term of the permit. Said policy shall state by its terms and by an endorsement that said policy shall not be canceled until District shall have had at least thirty (30) days written notice of such cancellation.

To operate a vessel under a Commercial Activity Permit, additional insurance is required in the form of Hull, Machinery, and P&I, including towing coverage.

Absence of insurance makes the Commercial Activity Permit null and void.

5. SIGNING OF APPLICATION

In signing this application, and accepting the permit issued thereby, the undersigned certifies under penalty of perjury that any and all work, services or sales will be made by the applicant personally, or by individuals in the applicant's employment, the names of whom must be provided in advance to the District on this application, or on any future amendment to the application, to enable the District to monitor the use of their facilities by outside business entities.

6. NON-TRANSFERABLE/ASSIGNABLE

Applicant understands that the permit so issued is non-transferable or assignable, and that any attempt to transfer, assign or otherwise encumber or hypothecate this permit shall result in the permit immediately becoming null and void, and all permit fees paid shall be forfeited.

In connection with the performance of this Permit, the Permittee may not discriminate against any customer, or against employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes of pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal,

their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions must include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

I/we have read, understand and accept all of the terms and conditions of this permit application, and the information provided herein, and request that the San Mateo County Harbor District issue its permit to me/us to engage in the commercial activity described in Paragraph 1, and that said permit be issued in the name of:

STEPHEN CREVELLI covering work by the following person(s):

STEPHEN CREVELLI SPORTFISHING

Steve Crevelli
Signature of Applicant

02 25 2019
Date

221 PARAMOUNT DR #3 MILLBRAE CA 94030
Address of Applicant

(650) 302 5124
Phone Number

qa.fitzgerald29@gmail.com
Email Address

Are you Requesting a Waiver of Fees: Yes No

Non-Profit ID Number (if applicable)

TITLE [If a corporation, attach a corporate resolution authorizing the signatory to enter into this permit agreement]

Please supply the information requested below. Attach additional sheets if necessary, to provide required information. A non-refundable application fee of should accompany this application. You will be notified of the disposition of the application and the necessary steps to secure your final permit. A permit fee signed permit agreeing to reimburse District for any costs incurred by damages and proof of liability insurance named the San Mateo County Harbor District as also insured will be required.

Commercial Activity Permit			
Please check all apply:	<input type="checkbox"/> Sporting Event <input checked="" type="checkbox"/> Water Activity <input type="checkbox"/> Picnic/Wedding <input checked="" type="checkbox"/> Services <input checked="" type="checkbox"/> Other <u>SPORT FISHING</u>		
Have you ever applied for a CAP with San Mateo County Harbor District	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Applicant Name:			
Organization Name:			
Address:			
City, State, Zip Code			
Telephone	Day	Cell	Fax
Alternate Contact Person (s) and Phone Number			
San Mateo County Resident:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Non- Profit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Commercial:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Type of Event:	N/A		
Description of Proposed Activity:	SPORT FISHING ON S.F. BAY, PURPOSE IS TO CATCH LIMITS OF DESIRED SPECIES (HALIBUT, STRIPED BASS, ETC.) GENERALLY BETWEEN 6AM TO 6 P.M., 3 CLIENTS MAX SEE ATTACHED		
Number of Events per			

Stephen Crevelli Sportfishing

Description of proposed activity

The proposed activity is sport fishing excursions in a 21 foot fishing boat out of Oyster Point Marina. Trips will consist of a maximum of three clients, departing from the public launch ramp and returning to the Marina between the hours of 6 am and 6pm. Trips will usually return earlier in the day, determined by species limits caught and weather (i.e. afternoon winds) to maximize safety. The purpose of the trips is to provide recreation and to catch legal limits of species targeted,(i.e. Halibut and Striped Bass) Fees will average \$200. per person, varying with species and length of excursion. The areas of the Harbor used will be confined to the public launch ramp and the parking facility.

Attached please find the required licenses, and bonds for proposed activity.

I currently hold a USCG OUPV Captain's License # 6470271.

I have been issued a South San Francisco Business License #111121 for proposed activity

I have been issued a Fish and Game Guide License Bond through American Contractors Indemnity Co. #100429575.

I have applied for DFW California Guide License which required the business license approval.

Current Insurance policy with Boat US will increase to required level pending approval of Activities Permit through SMCHD.

year/month/week:		
Event Hour:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Set up Time:		
Exit Time:		
Number of Participants/Guests:		
Maximum number of vehicles/parking requirements for the event: (provide parking plan)	N/A	
Equipment to be used: (Chairs, tables, tents, microphones, speakers)	N/A	
Individual in charge on event day (include name, address and contact number on the day of the event)	N/A	

Information will be used to determine whether a CAP will be issued. Completed application must be accompanied by an application fee based on the Permit Fee Schedule. The District may require additional information.

Request for fee waiver:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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Reason for request of fee waiver:

Are you familiar with/have you visited the requested	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
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area?		
Do you plan to advertise or issue a press release before the event?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Is there any reason to believe there will be attempts to disrupt, protest or prevent your event? (If yes, please explain on a separate page.)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Do you intent to solicit donations or offer items for sale?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Applicant is required to comply with all Federal, State, Local and District laws and ordinances, and represents as part of this permit application that he/she reviewed the Ordinance Code of the San Mateo County Harbor District and is fully familiar with the restrictions and laws stated therein.

Applicant is required to submit with this application any permit or license if required by the governing local jurisdiction (e.g. San Mateo County, City of South San Francisco, or City of Half Moon Bay wherein the event or activity will take place.) The Event Permit issued by the San Mateo County Harbor District will be null and void if applicant is required to have San Mateo County, City of South San Francisco, or City of Half Moon Bay permit or license and does not obtain said permits or license.

Prior to commencing any activities hereunder, applicant shall furnish to District satisfactory evidence of insurance written upon a form and by a company acceptable to the District, insuring District, its directors, officers, agents and employees against any losses or liabilities which may arise out of applicant's use of the facilities, including all costs of defending any action. Said insurance shall consist of a Comprehensive General Liability policy with a Broad Form Endorsement that provides coverage for bodily injury and property damage in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate. Said policy shall be in favor of, and name applicant and District, its directors, officers, agents and employees as additionally insured and shall be maintained in full force and effect during the term of the permit.

Absence of insurance makes the Commercial Activity Permit null and void.

In signing this application, and accepting the permit issued thereby, the undersigned certifies under penalty of perjury that any and all events or activities will be attended by the applicant personally or by individuals known to the applicant, the names of whom must be provided in advance to the District on this application, or on any future amendment to this application, to enable the District to monitor the use of their facilities.

The applicant by his or her signature certifies that all the information given is complete and correct, and that no false or misleading information or false statements have been given.

Signature: Steve Lowell

Date: 02 25 2019

Note: This is an application only and does not serve as permit to conduct any use of the Harbor or Marina. If your request is approved, a permit containing applicable terms and conditions will be sent to the person designated on the application. The permit must be signed by the responsible person and return to the San Mateo County Harbor District prior to the event for final approval by the General Manager or his/her designee.

NOT TRANSFERABLE

PLEASE POST IN A CONSPICUOUS PLACE

FOR PERIOD 2/28/2019 TO 12/31/2019

PROPRIETOR'S NAME **STEPHEN CREVELLI**

LOCATION **OYSTER POINT MARINA**
South San Francisco, CA 94083

BUSINESS NAME AND ADDRESS
STEPHEN CREVELLI SPORTFISHING
221 PARAMOUNT DR #3
Millbrae, CA 94030



CITY OF SOUTH SAN FRANCISCO

BUSINESS LICENSE

400 Grand Avenue
P.O. Box 711
South San Francisco, CA 94083

BUSINESS LICENSE NO 111121

TYPE OF BUSINESS
6200: PERSONAL SERVICES

The named licensee is granted this business license pursuant to Title 6 of the SSF Municipal Code. Business license issuance is not an endorsement nor certification of compliance with other City requirements. This license is issued without verification that the licensee is subject to or exempt from licensing by the State of California.



**TOKIOMARINE
HCC**

Surety Group
801 S. Figueroa Street, Suite 700
Los Angeles, CA 90017, USA

Bond No.: 100429575
Premium: \$50.00

FISH AND GAME GUIDE LICENSE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, STEPHEN CREVELLI SPORTFISHING, as Principal, and AMERICAN CONTRACTORS INDEMNITY COMPANY, a California corporation duly licensed to do business in the State of California, as Surety, are held and firmly bound to the STATE OF CALIFORNIA in the sum of One thousand and 00/100 (\$1,000.00), lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally, firmly by these presents.

WHEREAS, The above-bounden Principal has been issued, or has applied for the issuance of, a permit to engage in the business of a fish and game guide under Division 3, Chapter 5 of the California Fish and Game Code; and

WHEREAS, the Department of Fish and Wildlife, License and Revenue Branch, has demanded and Principal and his/her employees or agents, shall truly and faithfully fulfill their responsibilities to their clients, particularly as regards the safety and welfare of the clients and the services agreed upon between the Principal and his/her clients.

NOW THEREFORE, if the above bounden Principal shall well and truly comply with all the provisions of said Fish and Game Code as relates to guides and with all regulations adopted pursuant thereto, and shall faithfully fulfill his responsibilities to his clients, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety hereunder may be relieved from liability to the extent and in the manner set forth below:

- a. Thirty (30) days notice by the Surety to the California Department of Fish and Wildlife, 1740 N. Market Blvd., Sacramento, CA 95834.
- b. Notice in writing by the California Department of Fish and Game to Surety.

In no event shall the Surety be relieved from liability as respects transactions occurring before the effective date of such termination the and during the effective dates of this bond.

The term of this bond is from 2/26/2019 to 1/31/2020

In witness whereof, said Principal and said Surety have hereunto set their hands and seals on this the 26th day of February, 2019.



Principal (s):

STEPHEN CREVELLI SPORTFISHING

By: Stephen Creveli

Stephen Creveli Title

Surety:

AMERICAN CONTRACTORS INDEMNITY COMPANY

By: Frank Mester

FRANK MESTER, Attorney in Fact



TOKIO MARINE
HCC

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That American Contractors Indemnity Company of the State of California, a California corporation, does hereby appoint,

FRANK MESTER

its true and lawful Attorney-in-Fact, with full authority to execute on its behalf bond number 100429575 issued in the course of its business and to bind the Company thereby, in an amount not to exceed One thousand and 00/100 (\$1,000.00).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of AMERICAN CONTRACTORS INDEMNITY COMPANY at a meeting duly called and held on the 1st day of September, 2011.

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, American Contractors Indemnity Company has caused its seal to be affixed hereto and executed by its President on this 1st day of June, 2018.

State of California
County of Los Angeles



AMERICAN CONTRACTORS INDEMNITY COMPANY
By: Adam S. Pessin
Adam S. Pessin, President

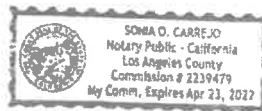
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Adam S. Pessin, President of American Contractors Indemnity Company, 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 [Signature] (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 26th day of February, 2019.

Bond No. 100429575
Agency No. 13266



[Signature]
Kio Lo, Assistant Secretary

ENDORSEMENT

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein.

Effective Date 03/01/2019 at the hour specified in the policy		Part of Policy No. BUS5965518-00
Company: GEICO MARINE INSURANCE COMPANY		
Agent Name BOATU.S. AGENCY Address: 5323 PORT ROYAL ROAD SPRINGFIELD, VA 22151		Issued On: March 01, 2019
Issued to: STEVE CREVELLI	Authorized Representative:	
In consideration of:	<input checked="" type="checkbox"/> an additional premium of <u>\$59.00</u> <input type="checkbox"/> a return premium of <input type="checkbox"/> premium included	the Policy is amended as follows: Change Limit
The Liability coverage has been amended. The Guide Endorsement has been added to the policy. The above endorsement changes your remaining premium payment schedule. Please note the updated schedule information below. This change will be reflected when your next invoice is due.		
		Remaining Balance: \$59.00

Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as stated above.

If any of the following information has changed, please return the bottom portion with the changes noted.

Name: STEVE CREVELLI

Policy Number: BUS5965518-00

Home Phone:

Work Phone: 650-302-5124

Marina Name SAN MATEO COUNTY HARBOR DISTRICT
 & Address: 1219 ROSITA
 PACIFICA CA 94044

Marina Phone:

Navigation Area:

If you have any questions, please contact your agent.

WESTERN UNION WU

WESTERN UNION FINANCIAL SERVICES INC. - ISSUER - Englewood, Colorado

MONEY ORDER

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO VIEW

Payable at Wells Fargo Bank Grand Junction - Downtown, N.A., Grand Junction, Colorado

17-897404296

A 735982 D 031119
T 1352 01
178974042965 L 000000

\$ 250.00
250.00

PAY EXACTLY TWO HUNDRED FIFTY-EIGHT DOLLARS
AND NO CENTS

PAY TO THE
ORDER OF

SMCHD

CAP
PAYMENT FOR/ACCT #

221 PARANOR ADDRESS #3

MILBRAE CA 94030

Steve Lovelli
PURCHASER'S SIGNATURE
BY SIGNING YOU AGREE TO THE TERMS ON THE REVERSE SIDE

⑆102100400⑆ 40178974042965⑈



San Mateo County Harbor District
504 Avenue Alhambra, Ste. 200
El Granada, CA 94018
Phone: (650) 583-4400

Commercial Activity Permit

Permit Number: 2019-XX

1. Commercial Activity Permittee

- 1.1 Name of Permittee: Stephen Crevelli d.b.a. Crevelli Sportfishing (Permittee)
- 1.2 Contact Person: Stephen Crevelli
- 1.3 Address of Permittee: 221 Paramount Dr #3, Millbrae CA 94030
- 1.4 Phone Number: (650) 302-5124
- 1.5 Email Address: qqfitzgerald29@gmail.com

2. Commercial Activity Permit General Description

Permittee requests authorization from the San Mateo County Harbor District (District) through this Commercial Activity Permit (CAP) to conduct business at Oyster Point Marina (OPM). Pursuant to the terms and conditions of this CAP, Permittee will be allowed to conduct fishing tours, sightseeing tours, special events, and burials at sea on the vessel owned and insured by permittee. Hours of operation will be between the hours of 6am and 6pm, seven days per week. No overnight guests/use will be permitted.

3. Term

- 3.1 This CAP will commence upon execution and unless cancelled by the District as set forth below, the CAP will be in effect through December 31, 2019. The CAP will be approved and renewed annually thereafter.
- 3.2 This CAP becomes immediately null and void should any of the conditions specified in the permit not be met, or should any required certificates or permits expire or be revoked or suspended. This CAP may be suspended or terminated by the District at any time and without notice by the District for violation of any Terms or Conditions of the CAP, or for violation of the Ordinances of the District.
- 3.3 The District may terminate this CAP for any reason with thirty (30) day notice. If exigency requires, the District may shorten such notice period in the reasonable exercise of its discretion.

4. Facilities—Premises

- 4.1 Permittee may allow up to six (6) charter customers to board her vessel at their assigned slip for fishing tours, sightseeing tours, special events, and burials at sea day trips, only when escorted by a captain licensed by the United States Coast Guard (USCG) to and from the vessel and hired by Permittee.
- 4.2 Permittee agrees to comply with all practices required by the District, both as of the commencement of this CAP and at any time during the term of the CAP.
- 4.3 Permittee agrees that certain CAP terms may need to be revised, or the CAP terminated in its entirety, at the District's sole discretion as necessary to accommodate the District's planned projects.
- 4.4 Permittee is responsible for ensuring its operations are compliant with all City, State and Federal laws and permit requirements (together, "Applicable Laws"). The term "Applicable Laws" includes, without limitation, each of the laws which regulates or defines any hazardous material, environmental impact, or Hazardous Release under any local, state or federal laws, or common law. The term "Hazardous Release" as used in this permit shall have the same meaning as the terms "release" under CERCLA [42 U.S.C. 9601(22)] as it applies to a release of any hazardous materials by Permittee, its employees, contractors, invitees, and agents.

5. Commercial Activity Fee

- 5.1 Payment of the Annual Permit Fee of **two hundred and fifty eight dollars (\$258)** has been paid.
- 5.2 Permittee shall pay the following fees: **\$2.32 per passenger and additional \$500 security deposit. Permittee will notify the Marina office prior to any charter episode and provide the manifest with names and number of customers going out on the vessel.**
- 5.3 Permittee will pay per passenger fees quarterly, (July 1-September 30, October 1-December 31, January 1-March 31, and April 1-June 30). Permittee will provide a quarterly report listing all charter episodes, names of customers and totals owed. Late payments will be subject to \$25.00 late fee or interest charges of 10% per annum, whichever is greater on balances more than 30 days past due.

6. Additional Terms and Conditions

- 6.1 Permittee shall monitor the area used for cleanliness. No trash, equipment or supplies shall be left on the dock or launch ramp. Vessel shall be maintained in seaworthy worthy condition and equipped at all times with USCG required navigational aids and safety devices.
- 6.2 Permittee shall provide the District with a copy of any/all permits and/or licenses required by the State of California or any of its agencies or subdivisions.

- 6.3** Permittee will provide the District a Certificate of Insurance evidencing satisfactory insurance coverage for the business activity described in Section 2. All policies shall be in favor of, and name Permittee and District, its directors, officers, agents and employees as additionally insured and shall be maintained in full force and effect during the term of this permit. The Certificate of Insurance shall provide evidence that the insurance includes the following endorsements: Additional Insured, Primary and Non-Contributory wording; and Waiver of Subrogation in favor of the District. All policies shall state by their terms and by an endorsement that said policy shall not be canceled until District shall have had at least thirty (30) days written notice of such cancellation.
- 6.4** Permittee shall comply with all applicable District Ordinances and regulations. Further, Permittee must comply with all instructions given by District staff related to the conduct of Permittee's business activities, provided that District will exercise its reasonable discretion in providing such instructions and will do so only as necessary to protect District property, or to facilitate and coordinate Permittee's business activities with the District's other activities.
- 6.5** Permittee must use reasonable care and may not unreasonably increase the burden on the District's facilities. Permittee may not interfere with other bona fide users of the District facilities or the conduct of their business. Permittee agrees to cooperate with District in adjusting any terms of this Permit as may be necessary, including up to termination of this Permit, at the District's sole discretion.
- 6.6** Permittee may not discriminate against any customer, or against employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The Permittee must take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions must include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 6.7** Waiver, Responsibility, and Indemnity
- i. Permittee, as a material part of the consideration to be rendered to the District under this Permit, waives all claims against the District for damages to all personal property in, on or about the District's facilities, and for injuries to persons in or about the District's facilities from any cause arising at any time. Permittee hereby agrees to indemnify, and save harmless District, its governing board, officers, employees and agents, and to defend District (with counsel approved by District in its reasonable discretion), from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be

brought against, or suffered or sustained by, District, its governing board, officers, employees or agents arising out of this Permit or of Permittee's operations. It is the express intent of the parties that Permittee will indemnify and hold harmless the District from any and all claims, suits or actions arising from any cause whatsoever, other than the sole negligence, willful misconduct, or criminal acts of the District. Permittee waives any and all rights to any type of express or implied indemnity against the district's use of or activities on district property related to this CAP.

- ii. In addition to, and without limitation on, the preceding paragraph, Permittee also agrees to be solely responsible, and at its sole cost to indemnify, and hold the District harmless and to defend District (with counsel approved by District in its reasonable discretion) from and against any and all liabilities, losses, damage, fines, penalties, charges, orders, judgments or liens to the extent any of them arise directly or indirectly, in whole or in part out of a Hazardous Release, or the handling, investigation, treatment, storage, decontamination, remediation, removal, transport or disposal of any hazardous materials. Permittee's liability and obligation hereunder does not depend upon whether it resulted from any act or omission of Permittee, arose before or during the term of this CAP, or if so caused, whether Permittee's acts or omissions were legal, negligent, or within its control.
- iii. This indemnity shall survive expiration or termination of the CAP.

6.8 In the event of a dispute arising out of or relating to this permit, the parties agree to meet in good faith to attempt to reach a resolution of any dispute. By mutual agreement, the parties may seek the assistance of a mutually acceptable mediator or arbitrator if the parties are unable to resolve the dispute themselves. The costs of the mediator or arbitrator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of settlement, and each party shall bear its own legal fees and costs. Permittee must comply with the provisions of the Government Claims Act (Govt. Code Section 900 et seq) prior to initiating any legal action against the District.

6.9 Any person, firm or corporation Permittee authorizes to work upon or enter upon the District's property, including any contractor(s) and subcontractor(s), shall be deemed to be Permittee's agent and shall be subject to all the applicable terms of this Permit.

6.10 The laws of the State of California shall govern this agreement and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the agreement, the unsuccessful party will pay the reasonable attorney's fees, court costs, discovery costs and expenses of litigation of the successful party.

6.11 Permittee shall pay a fee pursuant to Section 1719 of the Civil Code for the State of California for each check that is returned to the District for lack of sufficient funds.

For: Stephen Crevelli Sportfishing

Stephen Crevelli

Date

For: SAN MATEO COUNTY HARBOR DISTRICT

John Moren
Interim General Manager

Date

DRAFT



Staff Report

TO: Board of Harbor Commissioners

FROM: Anita C. Pyle, Interim Director of Operations

DATE: April 17, 2019

SUBJECT: Authorize Expenditure of Funds for Temporary Staffing Services,
Not to Exceed \$300,000

Recommendation/Motion:

Motion: Authorize the Interim General Manager to execute service agreements with Robert Half/Accountemps/Officeteam (Robert Half), Regional Government Services and other such agencies for temporary staffing needs as appropriate for a total not to exceed amount of \$300,000.

Policy Implications:

Per Policy 4.3.1 Purchasing Procedures such expenditures require approval of the Commission.

Fiscal Implications/Budget Status:

Any additional expenditures required for temporary services in the current fiscal year will be absorbed in the current budget as there are salary savings due to vacancies. An additional \$300,000 will be included in the FY 2019/20 budget for temporary services.

Alternatives Considered:

None: Funds to support the Administration and Operational Departments with temporary help are necessary to continue to operate the District in an efficient manner and meet Board and regulatory requirements while vacancies are filled.

Background/Discussion:

Due to the location of the District and current job market, it is sometimes difficult to fill positions with qualified personnel on a timely basis. Therefore, it becomes difficult to meet all requirements of the board and regulatory agencies without the use of temporary staff.

The agencies that we currently use to meet our temporary staffing needs (Robert Half and Regional Government Services) are not always able to meet our needs as they have a limited pool of candidates. Therefore, we would like to be able to explore other options to meet our temporary staffing needs. After some research, it seems that there are many agencies that can fill this need for us.

At this time, we would like approval to allow the Interim General Manager to use a variety of temp agencies on an as-needed basis, depending on the type of position that is vacant at the time and the requirements of the position.

Historically, we have spent the following on temporary help:

Fiscal Year	Robert Half	Regional Government Services	Total
FY 2015/16	\$128,465	\$431,173	\$559,638
FY 2016/17	\$128,685	\$329,747	\$458,432
FY 2017/18	\$12,430	\$45,829	\$58,259
FY 2018/19, YTD (year-to-date)	\$126,826	\$35,428	\$162,254

The funding approved with this action should be sufficient through the end of Fiscal Year 2019/20. If for some reason we require additional funds, we will return to the Board at that time for further approvals.

Summary/Recommendation:

Staff recommends this Commission authorize the Interim General Manager to execute service agreements with Robert Half, Regional Government Services and other such agencies for temporary staffing needs as appropriate for a total not to exceed amount of \$300,000.

Attachments:

None



Committee Report

TO: Board of Harbor Commissioners
FROM: Governance & Policy Committee
VIA: Julie van Hoff, Director of Administrative Services
DATE: April 17, 2019
SUBJECT: San Mateo County Harbor District Governance & Policy Committee

Recommendation/Motion:

Motion: Approve the Governance & Policy Committee's nomination of Frank "Bud" Ratts to serve as a public member of the Committee.

Policy Implications:

No new policy implications. Affirms the San Mateo County Harbor District's (District) desire to continue efforts in promoting additional ways for the public to provide input in the decisions made by the Board of Harbor Commissioners (Board).

Fiscal Implications/Budget Status:

No new fiscal implications.

Background:

On January 16, 2019 the Board President Brennan created a Policy Committee and assigned herself and Commissioner Larenas to serve on the Committee. The first meeting of the Committee was held on March 25, 2019 from 6:00 p.m. to 8:00 p.m. Following is a summary of the Committee meeting:

A recommendation was made to change the name of the Policy Committee to Governance & Policy Committee. Commissioner Brennan and Larenas opted to serve as co-chairs on the Committee.

The Committee members and other attendees, including Bud Ratts, discussed the Scope and Duties of the Committee.

The following policies were discussed:

- Camping and Overnight Parking Policy- recommendation that the Strategic Plan and/or Master Plan be discussed prior to moving forward with a policy.
- Anti-harassment, Anti-retaliation and Nondiscrimination- recommendation that this be assigned to a new Labor and Employment Counsel.
- Reimbursement Policy for Commissioners and Staff- recommendation that staff provide a draft revised policy and present to the Committee for consideration and discussion.
- Wildlife Protection Policy- discussed the need for further review and input from the Wildlife Committee.

Items that were included on the Agenda, but were not discussed will be placed on the agenda for the next Governance & Policy Committee, as follows:

- Commissioner Salary-consider changes
- Social Media Policy-consider changes
- Legislative Advocacy Policy-this was approved at the March 28, 2019 Board of Harbor Commissioner's Special Meeting.

Summary/Recommendation:

The Governance & Policy Committee recommends the Board approve the appointment of Frank "Bud" Ratts to serve as a public member on the Committee.



Staff Report

TO: Board of Harbor Commissioners

FROM: Julie van Hoff, Director of Administrative Services
Boomer Henthorne, Accounting Manager

DATE: April 17, 2019

SUBJECT: Third Quarter – Fiscal Year 2019 (Q3-19) Investment Report

Recommendation/Motion:

Information only report.

Policy Implications:

None

Fiscal Implications/Budget Status:

None

Alternatives Considered:

None

Background/Discussion:

This report is required by San Mateo County Harbor District Policy 4.4.1 – Investment Policy. The report shows the cash and investment balances that are held by the San Mateo County Harbor District as of March 31, 2019.

The Average Rates are calculated by:

- Local Agency Investments Fund (LAIF) – this is an average of the prior year rate of returns stated on the reports provided to us by LAIF. At the time of this writing, the Q3-19 LAIF interest statement is not available. As such, we are reporting the LAIF average fiscal year rate from 12/31/18.
- San Mateo County Investment Pool – this is an average of the prior year rate of returns stated on the reports provided to us by San Mateo County Investment Pool.

Total Cash and Investments increased for this quarter mainly due to the receipt of San Mateo County property taxes, Educational Revenue Augmentation Fund (ERAF) receipts, and Redevelopment Property Tax Trust Fund (RPTTF) receipts. The District received the following amounts in the third quarter:

- Property taxes: \$646,396
- ERAF: \$1,440,809
- RPTTF: \$352,109

Summary/Recommendation:

This report is informational only.

Attachment:

[Q3-19 - Investment Report](#)

**SAN MATEO COUNTY HARBOR DISTRICT
QUARTERLY INVESTMENT BALANCES REPORT**

As required by Section 12 (Reporting) of the Investment Policy of the San Mateo County Harbor District, I am submitting to each member of the Board of Harbor Commissioners a Quarterly Investment Report.

The following cash and investments were held by the San Mateo County Harbor District as of March 31, 2019:

<u>CASH</u>	<u>BALANCE AS OF 3/31/2019</u>		<u>AVERAGE FY RATE</u>
Petty Cash - per GL balance	2,250.00	A	-
US Bank - Operations - per bank statement balance	1,253,674.63	B	-
US Bank - Payroll	-	C	-
Total Cash	<u>1,255,924.63</u>		-
<u>INVESTMENTS</u>			
Local Agency Investment Fund (LAIF)	7,169.48	D	1.99% *
San Mateo County Investment Pool	16,949,506.40	E	2.13%
Total Investments	<u>16,956,675.88</u>		
Total Cash and Investments	<u>\$ 18,212,600.51</u>		

The District typically invests in: The Local Agency Investment Fund (LAIF), the San Mateo County Investment Pool, and FDIC insured accounts, which require current statements to satisfy the reporting requirement.

*At the time of this writing, the Q3-19 LAIF interest statement is not available. As such, we are reporting the LAIF average fiscal year rate from 12/31/18.

Certifications:

I certify that all investment actions executed since the Investment Policy was adopted on September 15, 2004, have been made in full compliance with the Investment Policy and the San Mateo County Harbor District will meet its expenditure obligations for the next six months.

Julie van Hoff
Director of Administrative Services

Reviewed By:

Tom Mattusch
Treasurer - San Mateo County Harbor District



Staff Report

TO: Board of Harbor Commissioners
FROM: Anita Pyle, Interim Director of Operations
DATE: April 17, 2019
SUBJECT: Monthly Capital Projects Update

Recommendation/Motion:

Receive Monthly Capital Projects Update

Fiscal Implications/Budget Status:

All Capital Projects are budgeted appropriately

Capital Projects Update:

- **PPH Johnson Pier Reconfiguration, H-Dock and Fuel Dock Replacement Project: Initiated 1/17**
 - H-Dock replacement meeting to gain input from public/tenants/stakeholders was held January 23, 2018^{at} the HMBYC.
 - Public input was addressed in a new drawing and sent with an additional questionnaire to all H-Dock tenants on March 21, 2018.
 - Addressed input gathered at first meeting and from questionnaire for H-Dock replacement. Second public meeting held May 15, 2018 at the HMBYC.
 - Terminus reconfiguration preliminary stakeholder/public meetings held on May 29, 2018 and July 17, 2018 to gather input/ideas on needed alterations.
 - Design/engineering consultant M&N provided a project update at the March 20, 2019 Board meeting, along with proposal to combine Johnson Pier Terminus Reconfiguration so that programmatic permitting can be made most cost efficient.

- **PPH Johnson Pier Timber Platform Piling Repair Project: Initiated 3/19**
 - Project to be completed as soon as possible to stabilize the timber platform until the reconfiguration construction can take place.
 - Consultant M&N working on Design/Engineering/Permitting.

- **PPH Fishing Pier Repair and Access Walkway Rehabilitation: Initiated 3/17**
 - Consultant M&N working on Design/Engineering/Permitting.
 - Initial drawings and technical memos submitted for review 2/22/18
 - 65% submittals reviewed May 2nd, consultant working on revisions.
 - CDP, NWP, and NOI applications submitted on June 22, 2018.
 - CCC CDP waiver approved in October 2018.
 - 95% tech specs for ITB are being completed.
 - Design/engineering consultant M&N provided a project update at the March 20, 2019 Board meeting.

- **PPH West Trail Shoreline Protection Project: Initiated 5/15**
 - Geotech testing, core sampling, took place 11/6/17. CCC issued an Incomplete Filing Status on 1/17/18. Consultant currently revising Project plans and addressing CCC concerns.
 - Met with GHD and their sub-consultant at West Trail on 2/15/18 to discuss soil nail wall construction methods for further submittals to CCC.
 - GHD provided update presentation to Public/Board at April 18, 2018 BoC Meeting.
 - Consultant GHD directed to re-look at beach nourishment alternatives with emphasis on Living Shoreline options per CCC Incomplete Filing Status notification letter. GHD working with Program Manager to apply for Coastal Conservancy Grant for funds assist.
 - Project consultants GHD/ESA will provide a project update and proposal for Board consideration at the April 17, 2019 Board meeting.

- **PPH Launch Ramp Dredge Project: Initiated 5/16**
 - Bid Docs 80% complete, awaiting final tech specs CDP submittal. Additional sediment testing was required for use of airport property.
 - Project approved for Disaster Relief Funding by FEMA/CalOES
 - FAA approved staging site within airport boundary.
 - Sediment removed will be beneficially re-used either at Surfers Beach or West Trail.
 - Airport ground lease for sediment staging has been approved.
 - Additional Wetlands Delineation study was found to be necessary, in progress.
 - Project Invitation for Bid advertised March 2019.

- **PPH Launch Ramp and Restroom Replacement Project: Initiated 3/17**
 - Applied for \$3.7M DBW Launch Ramp Facilities Grant for funding, Board approval application Jan 17, 2018.
 - Met with DBW reps at launch ramp site on April 3rd for a site needs evaluation, appears favorable for restroom, boat wash, rip/rap erosion repair, drainage trench and fish cleaning station replacement.
 - Discussed DBW Launch Ramp Facilities Grant again with DBW staff at site on October 24, award results have been delayed due to funding challenges.

- **PPH RV Park Restroom Project: Initiated 11/17**
 - Consultant working on survey and initial drawings. Met with City of Half Moon Bay and CCC on June 1st.
 - Discussed project with CCC on October 3, 2018.
 - HMB Study Session held Jan 8, 2019.
 - Met with City of Half Moon Bay and tenant on Jan 25, 2019, discussed public input from Study Session and potential preferred site location.
 - Met with John Mathews Architects April 1, 2019 to put together alternative drawings for later consultation w/ CCC.
 - No further actions will be taken until Board direction has been received.

- **PPH Harbormaster's Office Alterations Project: Initiated 10/17**
 - Project approved by Board at Dec '17 meeting. Tech Specs, Bid Docs and permitting in progress.
 - Preliminary construction drawings currently at 90% completion, CCC/CDP Waiver approved.
 - Consultant and staff working on construction Invitation for Bid Docs.

- **PPH Renovation of West Restroom/Shower/Laundry: Initiated 10/17**
 - Renovate tenant use building, adding public restrooms. Project will progress at Board direction after Master Plan has been vetted.

- **PPH West Trail Restroom and Pave Parking Lot: Initiated 3/18**
 - Project was on hold due to conflicting adjacent parking lot repair project.
 - Project will progress at Board direction after Master Plan has been vetted.

- **PPH Parking Lot B, C2, C3 Repair Project: Initiated 5/18**
 - Slurry/stripe project schedule pushed out due to conflict with Sidewalk Expansion priority project.
 - Project planning will resume after policies for RV use in lot have been vetted.

- **PPH Exterior Lighting Restoration Project: Initiated 4/18**
 - Scope includes removal/replacement of all exterior lamp and lighting fixtures throughout Pillar Point Harbor. Project will proceed in accordance with Board direction after Master Plan has been vetted.

- **Surfers Beach Sand Replenishment Pilot Project: Initiated 10/15**
 - Consultant working closely with Sanctuary staff to move forward, clarification request letters sent 11/7/17. Staff attended MBNMS Advisory Council meeting in Monterey December 15, 2017.
 - Staff and consultant hosted combined agency, meeting on site 2/26/18. USACE, Sanctuary, CCC, EPA reps in attendance.
 - Consultant Damitz met with USACE, NOAA and GFNMS on 5/3/18 to discuss monitoring strategy.
 - Consultant Damitz presented Project update at May 23, 2018 Board meeting.
 - DBW Grant approved, Board approved Grant Agreement at May 23, 2018 meeting.
 - Engineering and Sediment Sampling/Analysis RFP submissions opened on 8/14/18. Highest ranked respondents awarded contracts.
 - Technical Advisory Group to meet November 8, 2018.
 - Meeting with regulatory authorities to discuss permitting occurred January 31. Tech Specs and permitting in progress.

- **OPM Dock 12 (13,14) / East Dock Replacement: Initiated 3/18**
 - Project design/engineering RFP has been completed. Project will proceed in accordance with Board direction and MOU terms.

- **Signage/Wayfinding Program Project: Initiated 6/18**
 - Project will include a programmatic plan for new aesthetically pleasing interpretive signage/wayfinding consistent with ADA guidelines. Project will proceed at Board direction after Master Plan has been vetted.



Staff Report

TO: Board of Harbor Commissioners

FROM: Anita Pyle, Interim Director of Operations/John Moren, Interim General Manager

DATE: April 17, 2019

SUBJECT: Pillar Point Harbor West Trail Erosion Protection Project Update and Proposal for Board Consideration

Recommendation/Motion:

Receive an update presentation from the San Mateo County Harbor District's (District) design/engineering consultant GHD regarding progress on the West Trail Erosion Protection Project; Consider motion: Approve consultant proposal to continue design/engineering and permitting work with an emphasis on the living shoreline alternative.

Policy Implications:

Consistent with the District's ongoing efforts to provide long term stability, functionality and safe public use of the West Trail while protecting natural resources and guaranteeing access for emergency vehicles.

Fiscal Implications/Budget Status:

The current Phase II agreement with GHD has \$21,785 remaining. The proposal under consideration would increase design/engineering and permitting costs by \$618,145, not to exceed \$639,930.

Background:

Initially, in 2012 GHD was contracted to develop a Draft Condition Survey Report which identified eroded areas along the West Trail. In 2014 GHD was contracted to provide environmental services, prepare construction documents and provide bidding and construction support services for the West Trail Project. While certain elements of this project were completed, the entire project was not finalized, as the District Board, in response to Coastal Commission actions, diverted efforts to an emergency repair of the West Trail at the drainage culvert outlet.



The culvert under the West Trail was eroded to the point of rendering the trail unsafe for public use. The California Coastal Commission provided the District with an Emergency Coastal Development Permit (ECDP) for the Emergency West Trail Repairs in July 2015. This was a temporary repair approval with the understanding that the District would act to develop a plan to design a long-term method to protect the entire shoreline of the West Trail.



The emergency Culvert Repair Project was completed in February 2016 and the entire West Trail was re-opened for public use.



In April 2016, the Board approved a contract with GHD for an amount not to exceed \$184,086.00 for Phase I of the Pillar Point Harbor West Trail Erosion Protection Project, which included identifying shoreline protection alternatives. After multiple public meetings and Board discussion, the sculpted concrete soil nail wall alternative was decided upon, with later beach replenishment.

In September 2017 the Board authorized the General Manager to execute a Work Directive with GHD for Phase II, not to exceed \$249,722, which included final design, engineering, permitting, bid documents and construction support services for erosion protection of the entire threatened trail shoreline.

The upper concrete swale will also be addressed. The swale channels rain water to the mouth of the down pipe and has suffered damage in several locations. The original ECDP did not allow work to be done north of the bottom drain elbow. The Phase II design will include re-lining this concrete swale and further repair of the down-pipe top funnel, thus, returning full function. Phase II, which is in progress now, will also address the hillside adjacent to the trail with the planting and stabilization of sustainable native vegetation.



Pursuant to direction from the California Coastal Commission, District consultant GHD is re-evaluating the alternatives to prevent further trail erosion, with an emphasis on living shoreline and minimal hard armoring.

Summary/Recommendation:

Motion: Consider approval of GHD consultant's proposal to continue design/engineering and permitting work with an emphasis on the living shoreline alternative.

Attachments:

1. [GHD Project Update Presentation](#)
2. [GHD Proposal](#)



West Trail Living Shoreline Project

San Mateo Harbor District
Board of Harbor Commissioners Meeting
April 17, 2019



West Trail - Previous Work

- 2012: West Trail Condition Survey and Alts Analysis
- 2016: Temp. emergency erosion repair of culvert
- 2016 - 2018: Design of Permanent Repair
- 2017 - 2018: Soil nail wall design
- **July 2018: Living Shoreline Redirection**



Culvert Repair



Living Shoreline Redirection - Scope of Work

Scope of Work:

- Evaluate the feasibility of living shoreline
- Minimize hard features
- Develop preferred living shoreline concept
- Coordinate with agencies

HOW GREEN OR GRAY SHOULD YOUR SHORELINE SOLUTION BE?

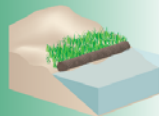
GREEN - SOFTER TECHNIQUES

GRAY - HARDER TECHNIQUES

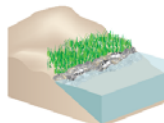
Living Shorelines



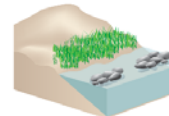
VEGETATION ONLY - Provides a buffer to upland areas and breaks small waves. Suitable for low wave energy environments.



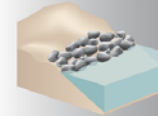
EDGING - Added structure holds the toe of existing or vegetated slope in place. Suitable for most areas except high wave energy environments.



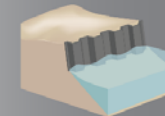
SILLS - Parallel to vegetated shoreline, reduces wave energy, and prevents erosion. Suitable for most areas except high wave energy environments.



BREAKWATER - (vegetation optional) - Offshore structures intended to break waves, reducing the force of wave action, and encourage sediment accretion. Suitable for most areas.



REVETMENT - Lays over the slope of the shoreline and protects it from erosion and waves. Suitable for sites with existing hardened shoreline structures.



BULKHEAD - Vertical wall parallel to the shoreline intended to hold soil in place. Suitable for high energy settings and sites with existing hard shoreline structures.

Coastal Structures

West Trail Living Shoreline Team



Craig Lewis, PE
Associate
GHD



Bob Battalio, PE
Vice President
ESA



Brian Leslie
Sr. Coastal Scientist / Project Manager
GHD



Louis White, PE
Civil, Coastal Engineer
ESA



Basis of Design - Shore Geomorphology





Basis of Design - Sea Level Rise Considerations

- Assume 50 yr design life
- Low Risk Aversion with Adaptation

Year	Low Risk Aversion	Medium-High Risk Aversion	Extreme Risk Aversion
	Limit of "likely range"	1-in-200 chance	Single scenario
	(~17% probability SLR exceeds...)	(0.5% probability SLR exceeds...)	(no associated probability)
2000	0.0	0.0	0.0
2030	0.6	0.9	1.1
2040	0.9	1.3	1.8
2050	1.2	2.0	2.8
2060	1.6	2.7	3.9
2070	2.0	3.6	5.2
2080	2.5	4.6	6.7
2090	3.0	5.7	8.3
2100	3.6	7.1	10.2

CA Ocean Protection Council Science Advisory Team Working Group (OPC-SAT) 2018



Other Design Considerations

- 18' wide trail (vehicle and ped. access)
- 12" asbestos pipeline burial
- Cobble and sand source(s)
- Storm Water
 - 36" storm drain outfall
 - Concrete swale



Design to Include Drainage Improvement

Problem:

- Concrete swale is cracking
- Debris management

Existing system designed to manage runoff from 25-year event (GHD 2016)

Drainage Component	Hydraulic Capacity (cfs)
Gunite swale	8.1
24" CMP Pipe	87.9



Concept Bookends

- Eroded Case – Cobble / Gravel Beach with Rock Finger
- Nourished Case – Beach and Vegetated Dune

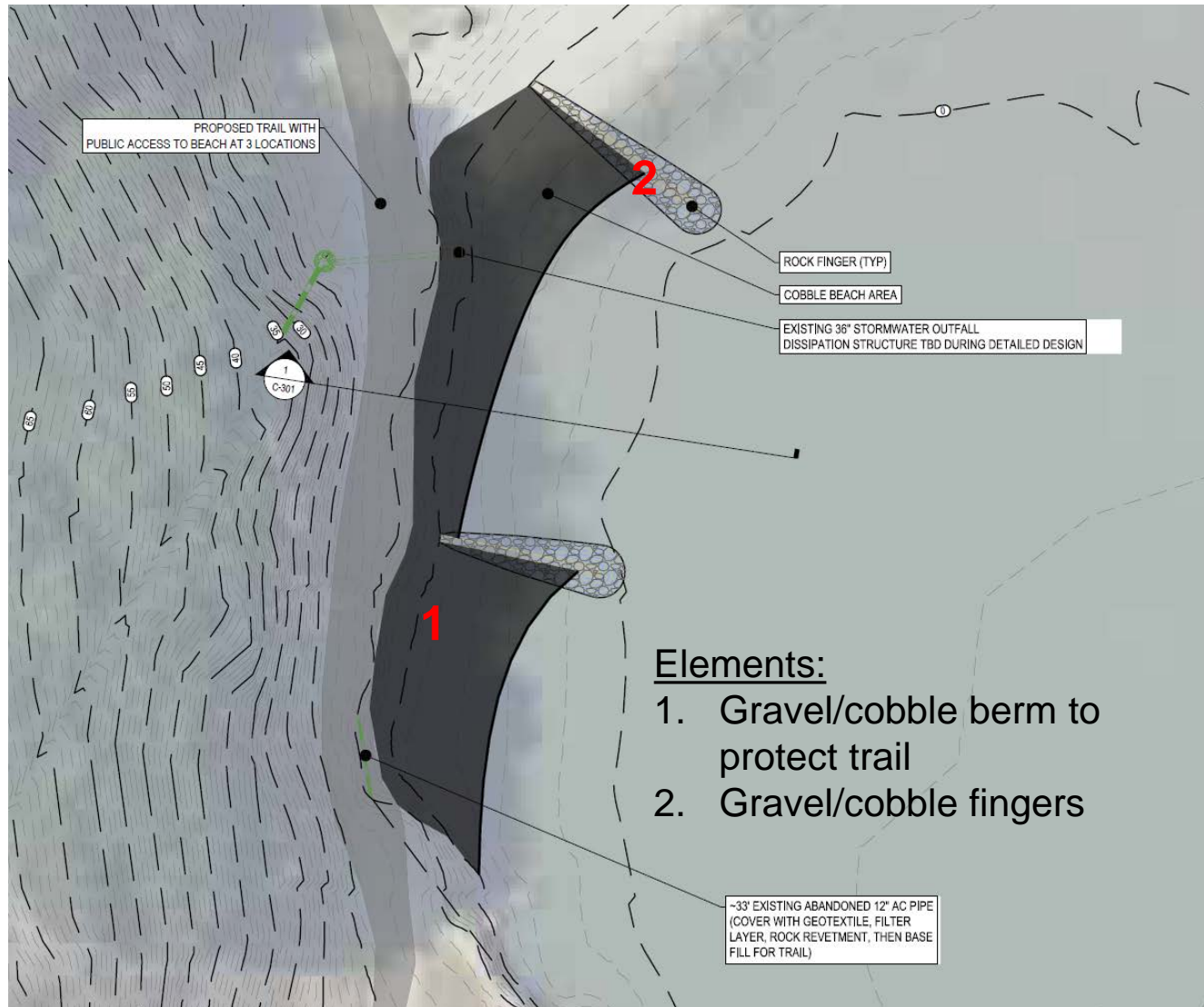
March 2016



November 2017



Eroded Bookend – Gravel / Cobble Beach with Rock Fingers



Elements:

1. Gravel/cobble berm to protect trail
2. Gravel/cobble fingers

Design Inspiration



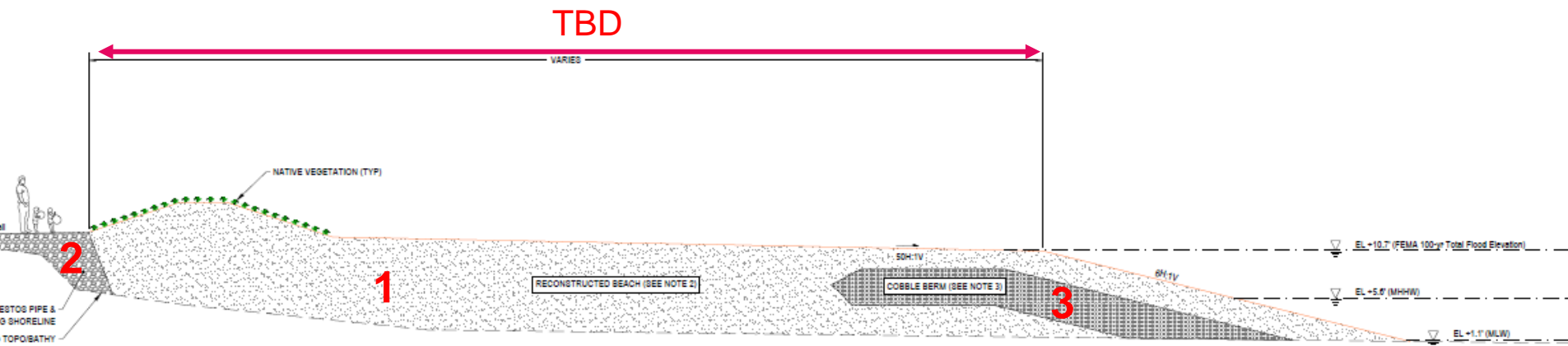
Nourished Bookend – Beach and Dune with Buried Rock Fingers



Design Inspiration



Proposed Living Shoreline Concept



Elements:

1. Sand import to create:
 - Beach
 - Vegetated dune
2. Use of native gravel/cobble berm to protect trail
3. Gravel/cobble retain sand

Numerical modeling – Cross shore analysis

CSHORE model used to assess erosional impacts of waves and elevated water levels at the project site

24 separate model scenarios for storm waves:

- Three sediment sizes (fine, medium and coarse sand)
- Two wave cases (100 yr swell, 100 yr wind)
- Four water levels (present day, storm surge, sea level rise x 2)

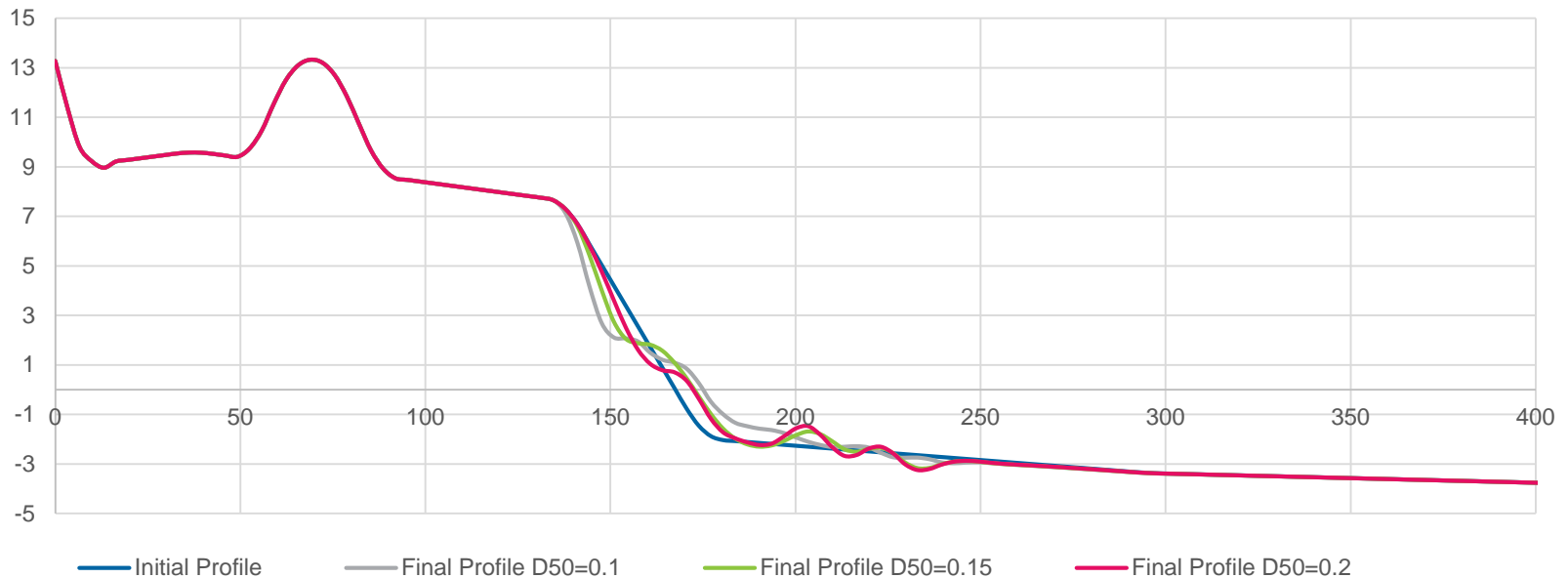
3 separate model scenarios for operational waves:

- Three sediment sizes (fine, medium and coarse sand)
- One wave case (operational)
- One water level (present day)

Total of 27 simulations

Numerical modeling – Cross shore analysis

Model results, operational wave case

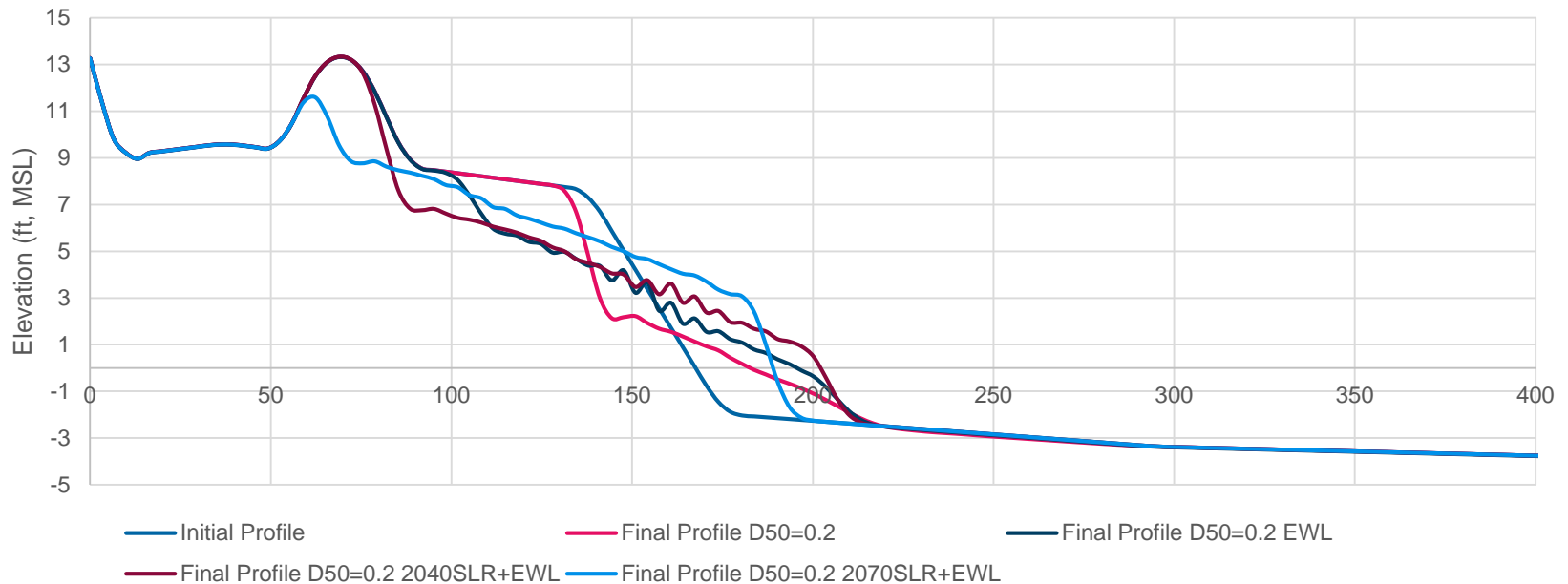


Numerical modeling – Cross shore analysis

Outcomes:

- Swell is the most erosive wave case
- Elevated water levels (surge, SLR) result in greater erosion of the nourished profile
- Erosion reduced as the sand fill grain size increased

Model results, swell wave case, D50=0.2mm (coarse sand)



Numerical modeling – Long shore analysis

LITDRIFT model used to assess longshore erosional impacts

6 separate model scenarios for storm waves:

- One sediment size (medium sand)
- Two wave cases (100 yr swell, 100 yr wind)
- Three wave obliquity angles (15, 30 and 45 degrees)
- One water level (present day)



Numerical Modeling - Long Shore

Outcomes:

- Short period most erosive case
- Erosion increased as wave angle increased
- Further investigation needed
 - Confirm occurrence of oblique waves
 - Model effects of cobble vs coarse sand



Next Steps – Final Design & Environmental

- Final Design
- Permitting
- CEQA
- Construction
- Monitoring & Adaptation





www.ghd.com



April 10, 2019

Reference No. 11192911

San Mateo County Harbor District
504 Ave Alhambra
El Granada, CA 94018

Attn: John Moren, Interim General Manager

Subj: Proposal for Engineering, Environmental and Construction Management Services to support the West Trail Living Shoreline Project

Dear Mr. Moren:

GHD presents this proposal to continue to assist the San Mateo County Harbor District (District) with the development of a living shoreline or nature-based solution to protect an eroding segment of West Trail in Pillar Point Harbor, CA. A hard armoring solution was previously being considered for the approximately 300-foot segment and has recently been redirected to align with the District's and the Coastal Commission's shoreline management goals for the area. GHD and ESA have conducted some initial feasibility work and have developed a living shoreline concept that we believe would be viable and appropriate for this site. The concept includes use of native cobble/gravel, sand and vegetation as the primary components to stabilize the trail. This concept would be refined during final design in close coordination with the District, stakeholders and resource agencies.

This proposal outlines efforts required to progress this living shoreline concept through to construction. Our proposed scope of work, fee, and schedule are presented below.

1. Scope of Work

The GHD team proposes the following team to assist the District with this Project. The team includes Environmental Science Associates (ESA) to provide support on coastal engineering and geomorphology, sea level rise resilience, CEQA document preparation and development of the final engineering plan set. Brad Damitz (BD) is on our team to lead permitting, support CEQA document development and participate in meetings. Dr. Peter Baye (PB) is on the team to assist in conducting a vegetation assessment and will provide guidance on dune vegetation design. Other sub-consultants (e.g. topographic surveyor) have not been selected at this time but fees included in this proposal are based on coordination with these subs and our experience with similar projects. Sub-consultant involvement is identified in applicable tasks.

Task 1. Project Management

General project administration and management is included in this task. Project management includes budgeting, billing, scheduling, contracting, coordination with sub consultants and other management related tasks. **Task Lead – GHD**



Task 2. Meetings

A number of meetings are included in this scope of work to coordinate and gather input for the proposed design from stakeholders, resource agencies and the public. Proposed meetings are described below.

Task 2.1 Kick-off meeting

Conduct a Kick-off Meeting with the Project Team to establish project goals and objectives and discuss potential alternatives, construction approaches, phasing, materials sourcing and timing. The meeting would establish a schedule with milestones and critical path items. **Task Lead – GHD/ESA**

Task 2.2. Outreach meetings

This task would involve preparing for and presenting at public meetings as well as facilitating the process to obtain stakeholder feedback on project design alternatives. We will address and integrate stakeholder and agency input throughout the project design process. We will also assist the District in conducting public outreach and notification prior to and during project construction (e.g. project awareness, addressing public access issues, etc.).

The team will document all enquiries made at the meetings and in an allocated response period after. In collaboration with the District, we will provide and distribute a formal response to all enquiries and incorporate relevant feedback into the design process.

Conduct two public outreach meeting with stakeholders, resource agencies and interested members of the public to vet the preferred design. Visual renderings of the preferred alternative design would be presented. Ideas and comments received at this meeting will be considered and may be incorporated into the preferred design. It is understood the preferred meeting approach would be via the District's Climate Change Resiliency Standing Committee. **Task Lead – GHD/ESA/BD**

Task 2.3 Board of Harbor Commissioners meetings

The team will provide project update presentations to the Board at the District's monthly meetings. This will include two meetings throughout the design and planning process and one additional meeting at completion of the Final Design prior to project implementation. **Task Lead – GHD/ESA**

Task 2.4 Project team progress meetings

Coordinate and attend monthly project team meetings to discuss and refine the preferred design solution. The timing and regularity of these meetings would be determined during the kick-off phase. Meetings are assumed to be conducted primarily as teleconferences. **Task Lead – GHD/ESA**

Task 3. Data Collection & Site Investigations

Substantial data has been collected by GHD and other organizations in association with this Project and other projects within the Half Moon Bay area. However, there are data gaps that will need to be addressed to properly design and permit the envisioned improvements. These data gaps are described below.



Task 3.1 Marine resource assessment

Review the Biological Resource Assessment Update prepared by GHD (December 18, 2017) and update as necessary. It is envisioned that these updates will require the following to include proposed in water work:

- Conduct a resource survey of the shoreline and nearshore zones adjacent to the project area to determine the presence of submerged natural resources (i.e., eelgrass, hard bottom, oysters, etc.).
- Conduct an Essential Fish Habitat (EFH) assessment, which evaluates the proposed action and its potentially adverse effects on EFH and may propose mitigation measures.

All information derived will be used to create a natural resource GIS map for the area. This map will document the presence and spatial extent of natural resources documented within the Project area.

Task Lead – Subconsultant

Task 3.2 Vegetation assessment

Conduct an assessment of existing vegetation in the Pillar Point Harbor area (and beyond if necessary) to identify suitable species and inform the dune restoration design. This vegetation is required to be successful in binding the dune and able to tolerate local site conditions such as salt spray. A qualified biologist will undertake this work. ***Task Lead – PB***

Task 3.3 Topographic survey

A land surveyor will augment the existing topographic base file and capture an aerial image for the project. The base file will include potholing to verify locations of the trail, site infrastructure (asbestos pipe, outfall pipe) and pertinent regulatory water levels (i.e., HTL, MHW and MLLW). ***Task Lead – ESA***

Task 3.4 Bathymetric survey

Although bathymetric data is available in the project area, these are limited in terms of their age, resolution and spatial extent. A hydrographic surveyor will prepare a bathymetric surface of the nearshore and offshore area of the West Trail. The surveyor would run shore perpendicular transects along the beach to prepare a bathymetric surface to a depth of about -4 feet MLLW. ***Task Lead – ESA***

Task 3.5 Wave data collection

Install a wave gauge to measure waves incident to the site. Previous studies have selected wave information for planning, but uncertainty remains regarding the extent to which swell propagates through the porous outer breakwaters, and the direction these waves approach the shore, affecting sand transport and the



shore accretion and erosion patterns. This data measurement effort includes several months of wave data collection and data analysis

Task 4. Grant Funding Investigation & Application Preparation

Understanding that the State is actively seeking the implementation of living shoreline projects through incentives like grant funding, the GHD team will investigate sources of grant funds to construct the project. One grant application will be prepared under this task to seek construction funding.

Task 5. Permitting

Federal, state and local regulatory authorization will be required prior to construction of the proposed improvements. On behalf of the GHD team, BD will conduct all the required agency coordination and will identify and apply for necessary permits and approvals. Since the proposed project approach is quite different in nature than that which was previously proposed, it will be necessary to re-engage permitting agencies to confirm exactly which permitting requirements apply. Living shorelines, as a relatively new concept in California, present some permitting complexities that require a high level of interagency coordination.

Task 5.1 Federal

The USACE will be re-engaged with a view to acquiring necessary permits for the project. We will prepare the Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act permit application (ENG Form 4345) for the proposed project. We will also assist the District with agency coordination, guidance and provision of necessary information.

Also required from a Federal standpoint is consultation with the National Marine Fisheries Service (NMFS) under Section 7 of the Endangered Species Act (ESA). The District has previously submitted a Letter of Concurrence (LOC) to NMFS for the removal of Romeo Pier, and previous USACE guidance indicated this could be used as a guide given affected species are likely to overlap.

It is likely that a living shoreline project of this type and scale would require an Individual Permit from the USACE, rather than the Nationwide Permit that would have been required for the previous iteration of the project. This would increase the level of effort required to obtain USACE permits and would require additional tasks such as completing a response to public comments and an alternatives analysis. This task also includes follow-up reporting and coordination with Corps staff and other federal agencies following project construction. **Task Lead – BD**

Task 5.2. State

Coastal Development Permit (CDP)

Previous permitting works were undertaken by GHD to progress the soil nail wall design alternative. This included submission of a CDP (application No. 2-16-1063) to the CCC on November 16, 2016, which was deemed incomplete by the CCC on December 29, 2016. The CCC clarified the additional requirements on



March 8, 2017 and these were responded to on December 18, 2017. Once again, the CCC required additional information, which was a factor in the change to the preferred design.

The CCC will be re-engaged with a view to acquiring a Consolidated CDP for the project. We will assist the District by leading agency coordination, guidance and provision of necessary information. This task includes preparation of a CDP application and coordination with CCC during the permit approval process. **Task Lead – BD**

California State Lands Commission (CSLC)

The lands in the project area have been granted to the Harbor District in the past. Therefore, a CSLC lease is not required. However, some minor coordination with CSLC staff and the preparation and submission of project related information and post-implementation follow up and reporting will be required. **Task Lead – BD**

San Francisco Regional Water Quality Control Board (RWQCB)

The RWQCB will require a Section 401 Water Quality Certification/Waste Discharge Requirements for implementation of the project. We will prepare a 401C application and coordinate with RWQCB staff to provide necessary information. A permit application fee is required. The fee can be variable depending on how the project is viewed (restoration versus fill). Because of this, the permit application fee is not included in this scope of work. **Task Lead – BD**

Task 5.3 County

San Mateo County has an approved Local Coastal Plan (LCP) in place such that the County has coastal development jurisdiction from the mean high tide landward to the inner coastal zone boundary. However, the preferred design will extend seaward beyond the mean high tide, which is within the jurisdiction of the CCC. Therefore, a consolidated CDP will be required to adhere to both state and jurisdictional requirements. The CCC will review and issue the CDP for this Project subject to the County's agreement.

San Mateo County is familiar with Consolidated CDP's. A recent agreement was reached for the installation of a rock revetment along the eroding ocean bluff adjacent to Scenic State Highway 1 at Surfer's Beach in 2015.

We will assist the District with agency coordination, guidance and provision of necessary information. It is anticipated that this will be a minimal effort since it only requires written consent from both the Harbor District/applicant and the County. This task would involve coordinating with the County Planning Department to provide information on the alternatives analysis and proposed design. **Task Lead – BD**

Task 6. California Environmental Quality Act (CEQA)

Preparation of an Initial Study / Mitigated Negative Declaration (IS / MND) to meet the requirement of CEQA would commence following the development of the project design and project description created under separate tasks. The IS / MND would analyze potential impacts associated with the proposed project. It is assumed that the District would be the CEQA Lead Agency. The document would use existing



environmental information from previous efforts, updated biological resources information from Section 2.3.1, and information derived from cultural and tribal cultural resources field survey and Information Center data request. Consultation with local Tribal Historical Preservation Officer(s) or other tribal representatives would commence once the project description is prepared, as required by CEQA (i.e. pursuant to AB52). It should be noted that CEQA compliance was not completed in previous phases of this project.

This task scope does not include addressing responses to comments on the IS/MND, but can be scoped and budgeted upon request by the District. ***Task Lead – ESA***

Task 7. Final Design

Utilizing the information derived in the tasks identified above, we will document the progress made to develop the preferred alternative for the Project area to final design.

Task 7.1 Renderings and visualizations

The GHD team will develop visualizations and renderings of design concept to aid in the understanding of the proposed project. These visualizations will be used for meetings and permitting. This scope of work assumes development of visualizations for three concept design iterations from two vantage points.

Task Lead – GHD

Task 7.2 Coastal engineering, geomorphology and design assistance

ESA will support the GHD team during final design by providing the following services:

- Develop a description of the coastal geomorphic setting. The geomorphic setting will include a discussion of the historical evolution of the west outer harbor including apparent sand sources, transport, and trends in deposition and erosion.
- Confirm obliquity of waves at the project shoreline such that we can adequately design for the alongshore transport of sediment, and resulting planform stability of the natural infrastructure elements. The potential wave-driven sand transport will be calculated using standard coastal engineering formulae, and compared to historic changes to assess accuracy. Detailed computer-based modeling of shore evolution is not considered necessary at this time, but can be provided as an additional service. The empirical formulae will be adjusted (reduced) for coarser sediments representative of gravel and cobble using published guidance. Incident wave conditions driving the sediment transport assessment will be based on published reports and visual observations.
- Consideration of sea-level rise in conformance with the California Coastal Commission Guidelines (2018), as well as sea-level projections recommended by the Ocean Protection Council (2018). We



anticipate designing for year 2070 conditions consistent with renovation of an existing coastal trail segment, with an assessment of future adaptation strategies for future higher sea-levels.

- Conduct wave run-up analysis on the proposed concept. This will support the CDP given the CCC will likely request a “wave uprush” analysis to support their review of the project design. This will also inform the geometry criteria of the design to handle wave run-up and prevent overtopping.
- Recommend sediment grain sizes and associated geometry criteria to include profile (slope, crest elevation) and planform (alignment of the shore and crest).

Task Lead – ESA

Task 7.3 Drainage improvements

We understand that the current concrete swale on the bluff is failing and needs to be repaired. We also understand that the storm drain currently requires maintenance. Improvements to existing storm drain system will be evaluated. Concepts to be investigated include re-routing of the water northward along the trail to a new discharge location and the potential for an energy dissipation feature with a natural aesthetic. ESA will support GHD in this task by providing future rainfall estimates (intensity and duration) to support the design of the drainage improvements.

Task Lead – GHD

Task 7.4 Materials sourcing investigation

Investigate sources of material required to implement the preferred design solution based on suitability, availability and cost. Materials required will include marine sand, cobble/gravel and rock. As part of this assessment, the following will be considered:

- grain size and composition of existing sand sources within Pillar Point Harbor,
- quantity and suitability of existing rock and cobble along the West Trail shoreline, and
- availability, compatibility and cost of rock/cobble/boulders from local quarries or other sources.

Task Lead – GHD

Task 7.5 Plan, specifications and estimate

The team will prepare 30%, 60%, 90% and Final plans, specifications and probable estimate of costs for construction of the preferred option. Each subsequent design phase will incorporate and address the District’s comments from the previous phase. Probable estimates of construction costs will be provided at each submittal. These cost estimates will be subject to change due to unforeseen site conditions, market fluctuations, availability of resources and local factors.

Plans will detail finish grades of the various project elements (sand, cobble, trail), analysis and recommendations for stabilization measures, management of existing utilities, drainage control (bluff side and shoreline side of the trail), planting and management of public access during construction. Each set of



plans will be derived from a 3D model of the site, which will also be used to quantify the required volumes of fill materials. The final plan set is assumed to consist of the following sheets:

- 1 x cover sheet, showing drawing index and project locality
- 1 x construction notes
- 2 x general arrangement showing work areas
- 1 x cross sections for the living shoreline at approximately 40 foot intervals including toe, slope and crest details, tidal levels and other pertinent information
- 4 x storm drain plan view, profile and detail
- 2 x grading sheets
- 2 x erosion control sheets
- 2 x construction access, staging and phasing
- 1 x grading and miscellaneous features

The specifications will outline the living shoreline material properties required to complete the work, construction tolerances and other technical (and environmental protection) considerations. Issues associated with access or conflict with existing infrastructure, including the exposed asbestos pipe and outfall, will be detailed in the specifications.

We will produce final engineering plans to be used by the District to acquire bids from contractors and also support the District during the bidding process under this task. This assumes attendance at the pre-bid meeting, responding to contractor RFIs and one plan set revision to produce the construction plan set. All final documents will be provided to the District in electronic format. Drawings will be produced in AutoCAD format, specifications in Microsoft Word, and construction cost estimates in Microsoft Excel. **Task Lead – GHD**

Task 8. Construction Support

This phase consists of construction engineering services throughout project construction. These services are generally dependent on the scope and complexity of construction and should be reevaluated upon the completion of the project final design. Construction duration of the project is currently estimated to take 60 days.

The following list is an example of what services the GHD team would provide:

- Attend weekly construction meetings to be coordinated with site visits (8 meetings)
- Respond to Contractor RFI's (assumed up to 30 RFIs)
- Attend pre-construction meeting



- Prepare supplemental drawings (assumes one revision per drawing set)
- Review contractor submittals including:
 - Concrete mix designs
 - Gravel/cobble source
 - Geotextile fabric
- Preparation of Record Drawings plans from red-lines.

Task Lead – GHD

Task 9. Owners Representative

GHD will provide owners representative services during construction of the project. Services to provided include:

- Review of SWPPP, public access plan, construction schedule and plans, staging plan, traffic management plan and provide recommendations, as necessary to align the documents with District and permit requirements.
- Attendance at pre-construction meeting and weekly progress meetings.
- Resident Engineer to assist in the coordination of special inspection, materials sampling and testing, document management and detailed review of payment requests. GHD will utilize Procore© for project coordination and field records management.
- A construction inspector (Assistant Resident Engineer) will be onsite daily during construction operations to observe and document activities. Assumed 8 hours per day for 60 days.
- Process change orders, if needed.
- Monitor permit compliance.
- Process payment applications and weekly statements of working days.
- Compile comments, revisions and as-built markups into Final Record drawing set and report.

Task Lead – GHD



2. Schedule

GHD estimates the services outlined in this proposal would follow the schedule presented below. It is assumed that the project would begin in May 2019.

Task	Task Title	Expected completion date	Deliverable
1	Project Management	September 2020	-
2	Meetings	-	-
	Kick-off meeting	May 2019	Meeting minutes
	Outreach meetings	November 2019	Presentation, meeting minutes
	Board of Harbor Commissioners meetings	September 2020	Presentation, meeting minutes
	Project team progress meetings	September 2020	Meeting minutes
3	Data Collection & Site Investigations	-	-
	Marine resources assessment	July 2019	Marine resources report
	Vegetation assessment	June 2019	Vegetation assessment report
	Topographic survey	June 2019	Survey of the site
	Bathymetric survey	June 2019	Survey of the site
	Wave data collection	February 2020	Wave data analysis memorandum
4	Grant Funding Investigation	December 2019	Grant identification memorandum
5	Permitting	-	-
	Federal	July 2020	Permit application submittal
	State	July 2020	CDP application submittal
	County	July 2020	Documentation of consolidated CDP approach
6	CEQA	June 2020	Final IS / MND
7	Final Design	-	-
	Renderings and visualizations	July 2020	Renderings
	Coastal engineering, geomorphology and design assist	November 2019	Report summarizing modeling, coastal engineering findings and basis for design.
	Drainage improvements	October 2019	Drainage improvements memorandum
	Materials sourcing investigation	July 2019	Materials investigation memorandum
	Plan, specifications and estimate	September 2020	Final Plans, Specifications and Probable Estimate of Construction Cost
8	Construction Support	February 2021	Record drawings, support as required
9	Owners Representative	February 2021	Final Record drawing set and report



3. Compensation

The GHD team proposes to perform the scope of services on a time and materials basis not to exceed \$639,930. We assume that the individual task fees may be adjusted without written authorization provided the adjustments stay within the total budgeted amount. Costs are detailed in the attached fee worksheet.

4. Assumptions and Limitations

This proposal includes the following assumptions and limitations:

- Issuance of permits are not guaranteed within the timeframes or budget specified. These estimates are based on our experience on similar projects.
- Assumed a project construction duration of 60 days.
- Permit application fees have not been included. Public notifications (mailings) to adjacent property owners are not included in scope of work.
- Fee estimates have been provided for Tasks 5, 8 and 9 (i.e. Permitting, Construction Support and Owners Representative) based on a number of assumptions and refinements are expected to occur during the final design process.

5. Closing

The GHD team appreciates the opportunity to provide this scope of work and cost estimate to the District. Should you have any questions or require additional information regarding this submittal, please contact Brian Leslie at (858) 244 6977 (office) or (760) 212 9854 (cell).

Sincerely,

GHD

A handwritten signature in black ink, appearing to read "B. Leslie", written in a cursive style.

Brian Leslie, Project Manager

cc: Craig Lewis (GHD), Tom Gillespie (GHD), Bob Battalio (ESA), Louis White (ESA), Brad Damitz (independent)



Attachment 1 - Fee Worksheet

Phase	Task	Title	GHD										ESA							Brad Damitz	HOURS	LABOR TOTAL			
			Principal Eng./Sci	QA Eng./Sci	Senior Eng./Sci	Eng./Sci III	Eng./Sci II	Eng./Sci I	Staff Eng.	Designer	CADD II	Administrative support	Sr Director 2	Director 1	Managing Associate 2	Sr Associate 3	Sr Associate 2	Associate 2	Associate 1	Permitting Sp.					
			Lewis	Barnett	Tirado, Htoo	Leslie	Davis, Beschell, Duran	Gillespie		Letkeman		Soneja	Battalio	Sr. CEQA	White	CEQA	Jackson	Smith	Deshelter	Brad Damitz					
			\$240.00	\$215.00	\$200.00	\$185.00	\$170.00	\$150.00	\$131.00	\$150.00	\$138.00	\$80.00	\$240.00	\$210.00	\$190.00	\$170.00	\$160.00	\$125.00	\$105.00	\$125.00					
1		Project management	4.00			100.00		20.00				20.00	10.00		40.00								194.0	\$34,060.00	
2		Meetings																					-	\$0.00	
	1	Kickoff meeting				8.00						2.00	4.00		6.00						4.00		24.0	\$4,240.00	
	2	Outreach meetings				16.00						4.00	6.00		8.00						12.00		46.0	\$7,740.00	
	3	Board Meetings				24.00						6.00	12.00		5.00						18.00		65.0	\$11,000.00	
	4	Project team progress meetings				16.00							5.00		10.00						6.00		37.0	\$6,810.00	
3		Data Collection & Site Investigations																					-	\$0.00	
	1	Marine resource assessment				8.00		4.00				2.00											14.0	\$2,240.00	
	2	Vegetation assessment				2.00				4.00		2.00											8.0	\$1,130.00	
	3	Topographic survey				4.00		4.00				2.00					8.00	12.00	12.00				42.0	\$5,540.00	
	4	Bathymetric survey				4.00		4.00				2.00	2.00		8.00		24.00	28.00	28.00				100.0	\$13,780.00	
	5	Wave data collection				4.00		4.00				2.00	6.00		8.00		30.00	30.00					84.0	\$12,410.00	
4		Grant funding investigation				30.00		24.00	40.00														94.0	\$14,390.00	
5		Permitting																					-	\$0.00	
	1	Federal				4.00		4.00	20.00												110.00		138.0	\$17,710.00	
	2	State				8.00		8.00	40.00												149.00		205.0	\$26,545.00	
	3	County				4.00		4.00	20.00												4.00		32.0	\$4,460.00	
6		CEQA												36.00		132.00						16.00	184.0	\$32,000.00	
7		Final design																					-	\$0.00	
	1	Renderings and visualizations				2.00		4.00	32.00														45.00	83.0	\$11,395.00
	2	Coastal engineering, geomorphology and design				2.00		8.00					68.00		80.00		150.00	56.00					364.0	\$64,090.00	
	3	Drainage improvements			28.00		64.00						1.00		12.00		20.00						125.0	\$21,500.00	
	4	Materials sourcing investigation				4.00	10.00	20.00					8.00		12.00								54.0	\$9,640.00	
	5	Plans, specs and estimate	4.00	25.00	25.00	80.00	100.00	80.00	80.00	20.00	200.00	40.00	24.00		40.00								718.0	\$112,775.00	
8		Construction support		8.00	16.00	40.00	120.00				125.00		10.00		33.00		38.00						390.0	\$64,720.00	
9		Owners representative		8.00	40.00	120.00	520.00				125.00												813.0	\$137,570.00	
TOTAL MAN-HOURS			8.00	41.00	109.00	480.00	814.00	188.00	200.00	56.00	450.00	82.00	156.00	36.00	262.00	132.00	250.00	116.00	70.00	364.00		3,814.0			
II. LABOR			\$1,920.00	\$8,815.00	\$21,800.00	\$88,800.00	\$138,380.00	\$28,200.00	\$26,200.00	\$8,400.00	\$62,100.00	\$6,560.00	\$37,440.00	\$7,560.00	\$49,780.00	\$22,440.00	\$40,000.00	\$14,500.00	\$7,350.00	\$45,500.00				\$615,745.00	
III. OTHER COSTS																									
A. Subconsultants			Markup		Total																				
1.	Marine surveys		\$10,000	\$0	\$10,000																				
2.	Dr. Peter Baye		\$2,250	\$0	\$2,250																				
3.			\$0	\$0	\$0																				
3.			\$0	\$0	\$0																				
4.			\$0	\$0	\$0																				
5.			\$0	\$0	\$0																				
6.			\$0	\$0	\$0																				
7.			\$0	\$0	\$0																				
8.			\$0	\$0	\$0																				
9.			\$0	\$0	\$0																				
10.			\$0	\$0	\$0																				
Total Subconsultants:			\$12,250	\$0	\$12,250																				
B. Expenses																									
	Airfare		\$1,500	N/A	\$1,500																				
	Lodging		\$1,500	N/A	\$1,500																				
	Meals		\$500	N/A	\$500																				
	Mileage/Rental Car		\$500	N/A	\$500																				
	ESA expenses		\$7,935	\$0	\$7,935																				
	Postage/Delivery		\$0	\$0	\$0																				
	Telephone/Fax		\$0	\$0	\$0																				
	I&R/Divng Equipment		\$0	N/A	\$0																				
	Other		\$0	\$0	\$0																				
			\$11,935	\$0	\$11,935																				
IV. PROJECT SUMMARY																									
			Total GHD Labor \$615,745																						
			Total Subconsultant Cost: \$12,250																						
			Total Expenses: \$11,935																						
			Mark-up on Subconsultants: \$0																						
			Mark-up on Expenses: \$0																						
			Total Project Estimate \$639,930																						



Staff Report

TO: Board of Harbor Commissioners

FROM: John Moren, Interim General Manager

DATE: April 17, 2019

SUBJECT: Oyster Point Marina Fuel System Transfer to City of South San Francisco

Recommendation/Motion:

Motion: Authorize Staff and District Counsel to send formal notice to the City of South San Francisco of the District's intent to cease operation and maintenance of the fuel system at Oyster Point Marina by June 1, 2019.

Policy Implications:

Consistent with the San Mateo County Harbor District's (District) Implementation Agreement with the City of South San Francisco.

Fiscal Implications/Budget Status:

Since the District taking over the fuel system in 2017, the District has netted only \$220/mo. in revenues from the fuel system operations. Much of this revenue was lost when the gasoline underground storage tank challenges caused its closure. Potential dangers to the environment outweigh any potential financial loss.

Background:

The District manages the Oyster Point Marina (OPM), including control of the marina fuel dock, through a 1977 Joint Powers Agreement (JPA), a subsequent 2011 and 2018 Memorandum of Understanding, and a 2017 Implementation Agreement with the City of South San Francisco (SSF).

The OPM fuel system was originally developed under a lease executed in 1984, and operation was subsequently sublet to a third party, whose responsibility it had been to maintain it. Prior to execution of the Assignment and Termination of leases and conveyance of real property envisioned in the 2011 MOU, SSF commissioned a study of the condition of the fuel dock. This study identified safety concerns with components servicing the fuel dock.

The District and SSF agreed through an Implementation Agreement that \$90,000 would be immediately available for fuel dock repairs, at no cost to the District, and that a

Community Facilities District would be formed by April 2018 to fund the total fuel system replacement as the old single walled underground storage tanks (UST) must be replaced by 2025. On assuming responsibility for the fuel system, the District initiated immediate repairs, for which SSF reimbursed the District in accordance with the Implementation Agreement.

The District allowed a third party to manage the fuel dock through a Commercial Activity Permit (CAP), which continued fuel service to the public until recent challenges with the gasoline UST required its closure, costs for which SSF reimbursed the District. The gasoline UST closure has negatively impacted all efforts the District's CAP permittee had made to instill public confidence in the fuel system. Therefore, even diesel sales have dropped off to almost nil, no longer making it sustainable to operate the fuel system in its entirety. The little use and potential threat to the environment inherent with old single walled USTs has led the District to move toward emptying the diesel UST as well.

The Implementation Agreement provides that the District may return responsibilities for the fuel system to SSF if the CFD did not come to fruition by April 2018. The CFD is currently the subject of litigation, and a recent Court ruling has made the likelihood of the CFD being funded very unlikely in the near future.

In accordance with the Implementation Agreement, the District entered into Meet and Confer discussions with SSF and this meet and confer process is ongoing. District Counsel sent a letter to the City Attorney expressing the District's interest in transferring operation and maintenance of the fuel system back to the City. The recommendation below is to formally approve such transfer of operations and maintenance. The Implementation Agreement states that if the District returns the fuel system to SSF, SSF may elect to fund replacement or close the system. It is likely that if the fuel system is returned to SSF, SSF will permanently close the fuel system.

Summary/Recommendation:

Staff recommends the Board approve a motion to authorize Staff and District Counsel to send formal notice to the City of South San Francisco of the District's intent to cease operation and maintenance of the fuel system at Oyster Point Marina by June 1, 2019. If the Board approves the motion, Staff and District Counsel will work with City Staff to effectuate the transfer such operations and maintenance.

Attachments:

1. [Implementation Agreement](#)
2. [Letter from District Counsel to the City Attorney dated March 26, 2019](#)

IMPLEMENTATION AGREEMENT BY AND BETWEEN THE CITY OF SOUTH SAN FRANCISCO AND THE SAN MATEO COUNTY HARBOR DISTRICT RELATED TO THE 2011 AGREEMENT BY AND AMONG THE CITY, DISTRICT, AND THE CITY'S FORMER REDEVELOPMENT AGENCY

This agreement, dated and made effective as of ^{September} ~~August~~ 6, 2017 (the “**Effective Date**”), is entered into by and between the City of South San Francisco, a municipal corporation (“**City**”), and the San Mateo County Harbor District, a political subdivision of the State of California (“**District**”) and is hereinafter referred to as “**AGREEMENT.**” City and District are hereinafter collectively referred to as the “**Parties,**” and sometimes individually as “**Party.**”

RECITALS

A. Whereas, City is the owner of certain real property located in the City and commonly known as the Oyster Point Marina (“**Marina Property**”), as shown on **Exhibit 1** attached hereto. City and District have entered into a Joint Powers Agreement, dated July 6, 1977, related to the development, operations, and maintenance of the Marina Property pursuant to Government Code section 6500 et seq. (“**JPA**”).

B. Whereas, District entered into certain long-term leases with King Ventures for certain portions of the Marina Property (“**King Leases**”), as shown generally on **Exhibit 2**. The King Leases were subsequently acquired by Oyster Point Development, LLC (“**Developer**”) pursuant to an assignment from the previous developer Oyster Point Ventures, LLC.

C. Whereas, pursuant to the terms of the Disposition and Development Agreement by and among the City, the Redevelopment Agency of South San Francisco (“**Redevelopment Agency**”) and Oyster Point Ventures, LLC, dated March 23, 2011 (“**DDA**”), portions of the Marina Property (“**Conveyed Property**”) as shown in Exhibit C to the 2011 Agreement are to be conveyed by the City to the Developer and the Developer's interest in some of the King Leases are to be conveyed from Developer to City and others related to the Conveyed Property are to be extinguished.

D. Whereas, on March 25, 2011, the Parties and the Redevelopment Agency entered into an agreement (“**2011 Agreement**”) which formalized and superseded the points of agreement contained within a 2009 Memorandum of Understanding between the Parties and set forth the Parties and Redevelopment Agency's rights and obligations related to implementation of the DDA and amendment to JPA related to Conveyed Property.

E. Whereas Recitals D and E and Exhibit B to the 2011 Agreement provides that development of the Marina Property including the Conveyed Property will include in specified locations office/research and development life science campus, commercial development (including retail, restaurants and hotel uses) and public amenities including specifically public recreational uses and a hotel on property easterly of the Conveyed Property.

F. Whereas, pursuant to Sections 6.1 and 6.2 of the 2011 Agreement, the District provided to the City a Capital Improvement and Management Plan and the Redevelopment Agency and City paid the District \$2,600,000 for dock improvements and wave attenuators which the District has installed at Oyster Point Marina.

G. Whereas, pursuant to Section 9 of the 2011 Agreement, the Redevelopment Agency agreed to pay and did pay the District \$31,173.17 to reimburse District costs incurred in negotiating the 2011 Agreement.

H. Whereas, the District has informed the City that the District has paid off the debt owed to the California Department of Boating and Waterways as referenced in Recital B and Section 5 of the 2011 Agreement.

I. Whereas, pursuant to Section 4 of the 2011 Agreement, upon conveyance of the Conveyed Property, and without further action by the City and District, the Conveyed Property will be automatically removed from property covered and subject to the JPA and all rights and obligations of the Parties set forth in the JPA related to Conveyed Property will terminate.

J. Whereas, Developer is proceeding with construction authorized in the DDA and referred in Recital E of the 2011 Agreement and the Parties desire to enter into this Agreement to implement the 2011 Agreement in furtherance of construction of the Phase IC, ID and IIC on the Marina Property including the Conveyed Property.

K. Whereas the Marina Property includes property on which improvements will be made as part of construction of Phases IC, ID and IIC.

L. Whereas, the King Leases provide for the installation, maintenance and repair of fueling facilities in and adjacent to the area identified as parcels E-3 and E-4 on Exhibit 2 and whereas the facilities were installed and operated by the various lessees and sub-lessees of the King Leases and are in need of repair.

M. Whereas, the Parties desire to enter into this Agreement to implement the improvements referenced in the 2011 Agreement and to confirm that the recreation parcel and the hotel parcel portions of the Marina Property will be removed from the property covered by the JPA and that as a result of that removal the District's rights and obligations including specifically the obligation for maintenance for those properties will terminate upon conveyance of the Conveyed Property to the Developer.

N. Whereas, the District desires to retain access to and usage of the fueling system on the dock and the related fuel lines and fuel tanks on the Marina Property and desires to have a license agreement providing such access and usage rights for portion of the fueling system that is not now or subsequently authorized by the JPA.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1 **Term.** The term of this Agreement (the "**Term**") shall commence on the Effective Date, and shall terminate on the later of November 11, 2026, or the satisfaction by the City of its funding obligations set forth in Section 6, unless extended or earlier terminated by mutual consent of the parties. For avoidance of doubt, if the City has not satisfied its funding obligations set forth in Section 6, the parties intend this agreement to remain in place even if the JPA is terminated, unless otherwise determined by mutual consent of the Parties.

Section 2 Termination of E, E-1, E-2, E-3 and E-4 Parcel King Leases. The District will consent to a request by Developer and City to assign all existing King Leases pertaining to Parcels E, E-1, E-2, E-3, and E-4 to the City. Upon the close of escrow for conveyance of the Conveyed Properties from the City to Developer, any and all existing King Leases pertaining to Parcels E, E-1, E-2, E-3 and E-4, or portions thereof, shall be terminated and shall be of no further force and effect.

Section 3 Removal of Land Subject to the JPA Obligations. Upon close of escrow for the conveyance of the Conveyed Properties from the City to Developer pursuant to the DDA, Section 2 and Section 3 of the JPA, and those incorporated exhibits (JPA Exhibits 1 and 2) are hereby amended to remove from the terms of the JPA the land designated in Exhibit 3 and the rights and obligations set forth in the JPA shall no longer apply to land designated in Exhibit 3.

Section 4 Access to Marina Property During and for Construction of Phase IC and Phase IIC Improvements. District and City agree that City, Developer and their contractors shall have access to the Marina Property under the control of District during construction of the Phase IC and Phase IIC improvements set forth in the DDA. The Phase IC and Phase IIC improvements are shown on Exhibit 4 attached hereto. City agrees that it shall require any contractors retained by the Developer or the City (either on behalf of the City or on behalf of the Successor Agency) to maintain at all times vehicular and pedestrian access routes to District-related operations (including but not limited to docks, fueling facilities, boat ramps, parking lots, bathrooms, ferry terminal, harbor master's office and the yacht club). District agrees that Developer, City or their contractor may install fences and restrict access to construction areas necessary to construct the Phase IC and IIC improvements.

City shall require that Developer or City contractors shall defend, indemnify and hold harmless the City, Successor Agency and District and their officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of contractor or its employees, subcontractors, or agents. The foregoing obligation of the contractor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the gross negligence or willful misconduct of the City, Successor Agency, District or their officers, employees, or agents and (2) the actions of contractor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Section 5 Fueling Infrastructure Operations and License. In addition to the rights conferred to District in the JPA to maintain and operate a fueling service for users of the Oyster Point Marina, City agrees to grant District a non-exclusive license for the land shown in Exhibit 5 ("**License Area**"), for a term not to exceed to the term of the JPA (current or as amended), to continue to operate and maintain the fuel utility lines, fuel tanks with up to 20,000 gallon capacity (which are currently constructed as two underground tanks), fueling docks, and fueling station, as well as any other related facilities or improvements appurtenant to the fueling service

at the marina (collectively, “**Fueling Infrastructure**”). The City further agrees that as part of this license, the City will cooperate with District to allow District and its fuel suppliers and fuel system contractors access across City roads and parking lots to the extent necessary for District to continue to maintain and operate the Fueling Infrastructure.

Subject to the Districts' rights set forth in Section 6, the District shall operate, or cause to be operated, the Fueling Infrastructure (existing and as repaired or replaced pursuant to Section 6 below) for the term of the JPA. District shall at District's sole cost, operate and maintain the Fueling Infrastructure (as repaired or replaced pursuant to Section 6 below) in accordance with all government permits and federal, state, and local laws and regulations. District shall also hold harmless, defend and indemnify City for claims or damage that arise from District's maintenance and operation of the Fueling Infrastructure. Nothing herein prevents the District from temporarily or permanently ceasing operating the Fueling Infrastructure existing as of the Effective Date as deemed necessary by the District in its sole discretion to comply with any regulatory requirements, or unanticipated circumstances affecting the condition of the Fueling Infrastructure, or as necessary to accomplish the Improvements described in Section 6 of this Agreement.

Section 6 Fuel Dock and Fuel Line Repair. In order to facilitate the continued provision of fueling services at Oyster Point Marina and only if the Oyster Point area community facilities district (“OPCFD”) referenced herein is established and the necessary funds have been paid to the City from the OPCFD, the City shall provide the District with the necessary funding so that the District can commence and complete the repair and replacement of the Fueling Infrastructure, and any necessary remediation required by such repair and replacement, consistent with proposed improvements set forth in Exhibit 6 (the “Improvements”). The Improvements are contemplated to be completed in two phases, the Initial Improvements and the Land Side Improvements as set forth and defined in Exhibit 6. The maximum amount of funding the City will provide to the District for design and construction of the Improvements, with all such funding originating exclusively from the OPCFD, shall not exceed the total amount collected by the OPCFD for facilities purposes, less administrative costs. This not to exceed amount is \$2,500,000, subject to a two (2) percent annual increase for each calendar year commencing in 2019. The design and engineering plans for the Improvements shall be subject to approval by District's General Manager and City's City Manager.

A. To fund the Improvements, the City intends to form the OPCFD. The City agrees to take all actions necessary and within its reasonable control to consider formation of the OPCFD not later than April 30, 2018. If the OPCFD is formed later than April 30, 2018, (1) the dates for funding and performing the Improvements set forth in sub-paragraphs B and C, below, will be extended by the same amount of time as delay in formation of the OPCFD, and (2) the parties will meet and confer to establish the exact schedule for funding and performing the Improvements, with the District ultimately retaining all rights set forth in sub-paragraph D.

B. Following and only upon formation of the OPCFD, the City will provide the District with the necessary funding to enable the District to design, commence and complete the Initial Improvements. If the OPCFD is formed, the City will provide funding for the District to complete the design and engineering phase of the Initial Improvements no later than December 31, 2018. The total amount payable for the design and engineering phase of the Initial

Improvements is estimated at \$75,000. If the OPCFD is formed, the City will provide funding for the District to complete the construction phase of the Initial Improvements no later than December 31, 2020. The total amount payable for the construction phase of the Initial Improvements is estimated at \$1,175,000. The City will only provide funding for the District to complete the Initial Improvements in the total not to exceed amount of \$1,250,000, subject to a two (2) percent annual increase for each calendar year commencing in 2019 until the Initial Improvements are complete consistent with the completion deadlines set forth herein. In the event that actual costs for the Initial Improvements exceed the amount the City is obligated to fund pursuant to the previous sentence, the parties agree to meet to consider any reasonable request by the District to allocate costs from the Landside Improvements funding set forth in sub-paragraph C to the Initial Improvements, so long as the City's total funding obligation for the Improvements is not increased beyond the \$2,500,000 (as adjusted) described in the first paragraph of this Section 6. Assuming that the City provides funding pursuant to the schedule set in this sub-paragraph B, the District will make best efforts to ensure that the Initial Improvements are complete no later than December 31, 2020. Nothing herein prevents the District from completing the Initial Improvements prior to the City providing funding, subject to reimbursement by the City, up to the not-to-exceed amounts set forth in this sub-paragraph. If the Initial Improvements are not complete by December 31, 2020, the parties will meet and confer in good faith regarding the continued operation of the Fueling Infrastructure and the related obligations of one or both parties.

C. Following and only upon formation of the OPCFD, the City will provide the District with the necessary funding to enable the District to design, commence and complete the Landside Improvements. If the OPCFD is formed, the City will provide funding according to a schedule that will allow the District to complete the Landside Improvements no later than December 31, 2025. The parties will meet and confer as to the exact schedule for funding and performing the Landside Improvements. Assuming that the City provides funding pursuant to the schedule agreed to by the parties, the District will complete the Landside Improvements no later than December 31, 2025, unless otherwise agreed to by the parties. The total amount payable for the Landside Improvements shall not exceed the total not-to exceed amount specified in the first paragraph of this Section 6, less amounts already paid by the City for the Initial Improvements. Nothing herein prevents the District from completing the Landside Improvements prior to the City providing funding, subject to reimbursement by the City, up to the not-to-exceed amount set forth in this sub-paragraph.

D. In the event that the OPCFD is not established by April 30, 2018, the parties agree to meet and confer in good faith regarding the continued operation of the Fueling Infrastructure and the related obligations of one or both parties, in particular if necessary to make minor schedule adjustments as contemplated in sub-paragraph A. The City and District further agree that if the parties are unable to agree to mutually acceptable terms related to continued operation of the Fueling Infrastructure and the related obligations of one or both parties, the District may elect, at its sole discretion, and upon written notice to the City, the following:

i. The District may cease operation and maintenance of the Fueling Infrastructure and will have no further obligations to do so.

ii. The City will assume sole and complete responsibility for the operation and maintenance of the Fueling Infrastructure. The City may choose to operate and maintain the Fueling Infrastructure, but is under no obligation to do so and may instead choose to take whatever action it deems appropriate to limit and/or cease operation and maintenance of the Fueling Infrastructure, as consistent with applicable law. The District will cooperate with any such action taken by the City, provided that the parties will meet and confer to minimize the impact of any City action on District operations. Whether or not it operates and maintains the Fueling Infrastructure, the City will be solely responsible for compliance with all government permits and federal, state, and local laws and regulations associated with the Fueling Infrastructure, including without limitation compliance with state law related to the continued operation or decommissioning of the underground fuel tanks and fuel lines. The City shall hold harmless, defend and indemnify the District for claims or damages that arise from City's maintenance and operation (or non-operation and non-maintenance) of the Fueling Infrastructure after the effective date of this Implementation Agreement.

iii. The City will have no obligations to provide funding to the District for the Improvements as set forth in this Agreement and the District will have no obligations to complete the Improvements as set forth in this Agreement.

E. The City will reimburse the District \$90,000 to be used for repairs that the City and District agree are necessary for operation of the current fueling infrastructure system. This reimbursement obligation terminates upon commencement of construction of the new fuel dock.

F. The City is applying for a Boating Infrastructure Grant from the California Division of Boating and Waterways that may be used to pay in part for the Improvements (the Grant). Notwithstanding anything to the contrary in this Section 6, in the event that the City receives funding for the Improvements from the Grant, it will dedicate all such funding for the Improvements and, upon making Grant funding available to the District, may reduce proportionately the amount it funds the Improvement from the proceeds of the OPCFD so long as the City's total obligation to fund the Improvements remains in the amount set forth in this Section 6.

Section 7 Reimbursement of District Costs. Upon submission of an invoice with reasonable supporting information, City agrees to reimburse the District for its actual and reasonable costs of negotiating this Agreement in an amount not to exceed \$35,000.

Section 8 2011 Agreement. Except as stated herein, the 2011 Agreement remains in force and effective between the Parties and the Successor Agency to former Redevelopment Agency.

Section 9 Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Parties in accordance with this Section. All such notices shall be sent by:

(a) personal delivery, in which case notice is effective upon delivery; or

(b) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

City: City of South San Francisco
400 Grand Ave.
South San Francisco, CA 94080
Attn: City Manager
Phone: (650) 877-8501
Facsimile: (650) 829-6623

with a copy to: Meyers Nave
555 12th Street, Suite 1500
Oakland, CA 94607
Attn: South San Francisco City Attorney
Phone: (510) 808-2000
Facsimile: (510) 444-1108

District: San Mateo County Harbor District
504 Avenue Alhambra, 2nd Floor
El Granada, CA 94018
Attn: General Manager
Phone: (650) 583-4400
Facsimile: (650) 583-4611

Section 10 Severability. If any term or provision of this Agreement or the application thereof shall, to any extent, be held to be invalid or unenforceable, such term or provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining terms and provisions of this Agreement or the application of such terms and provisions to circumstances other than those as to which it is held invalid or unenforceable unless an essential purpose of this Agreement would be defeated by loss of the invalid or unenforceable provision.

Section 11 Entire Agreement; Amendments in Writing; Counterparts. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, oral and written, between the Parties with respect to such subject matter. This Agreement may be amended only by a written instrument executed by the Parties or their successors in interest. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

Section 12 Successors and Assigns; No Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns; provided however, that except as authorized herein neither Party shall transfer or assign any of such Party's rights hereunder by operation of law or otherwise without the prior written consent of the other Party, and any such transfer or assignment without such consent shall be void. Subject to the immediately preceding sentence, this Agreement is not intended to benefit,

and shall not run to the benefit of or be enforceable by, any other person or entity other than the Parties and their permitted successors and assigns.

Section 13 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 14 Relationship of Parties. The Parties agree that nothing in this Agreement is intended to or shall be deemed or interpreted to create among them the relationship of buyer and seller, or of partners or joint venturers.

Section 15 Captions. The captions used in this Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions hereof.

SIGNATURES ON THE NEXT PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the date first written above.

CITY

CITY OF SOUTH SAN FRANCISCO,
a municipal corporation

By: 
Name: Mike Furnell
City Manager

DISTRICT

SAN MATEO COUNTY HARBOR DISTRICT,
a political subdivision of the State of California

By: _____
Name: _____
General Manager

ATTEST:

By: 
City Clerk

ATTEST:

By: _____
District Secretary

APPROVED AS TO FORM:

By: 
City Attorney

APPROVED AS TO FORM:

By: _____
District Counsel

Exhibit List

- Exhibit 1** – Map showing Marina Property
- Exhibit 2** – King Leases
- Exhibit 3** – Additional Property to be Removed from JPA
- Exhibit 4** – Phase IC and Phase IIC Improvements
- Exhibit 5** – License Area
- Exhibit 6** – Conceptual Scope of Improvements

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the date first written above.

CITY

CITY OF SOUTH SAN FRANCISCO,
a municipal corporation

By: _____

Name: _____
City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

DISTRICT

SAN MATEO COUNTY HARBOR DISTRICT,
a political subdivision of the State of California

By: Stephen A. McGrath

Name: STEPHEN A. McGRATH
General Manager

ATTEST:

By: Quinta D. Byrd
~~District Secretary~~ **DIRECTOR OF ADMIN. SVCS.**

APPROVED AS TO FORM:

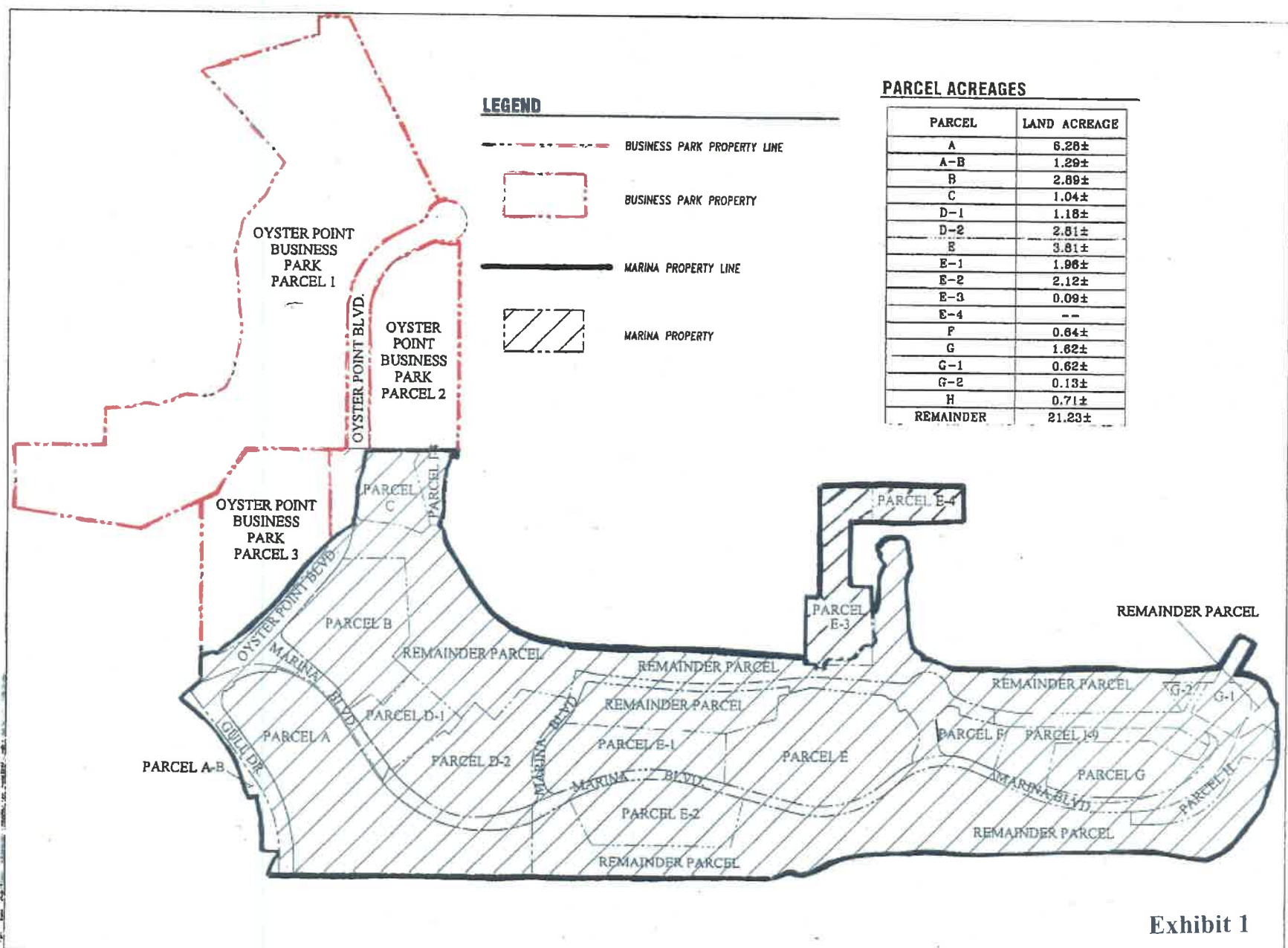
By: Steve Lee
District Counsel

Exhibit List





- Exhibit 1** – Map showing Marina Property
- Exhibit 2** – King Leases
- Exhibit 3** – Additional Property to be Removed from JPA
- Exhibit 4** – Phase IC and Phase IIC Improvements
- Exhibit 5** – License Area
- Exhibit 6** – Conceptual Scope of Improvements

EXHIBIT 1

(Map Showing Marina Property)



LEGEND

-  BUSINESS PARK PROPERTY LINE
-  BUSINESS PARK PROPERTY
-  MARINA PROPERTY LINE
-  MARINA PROPERTY

PARCEL ACREAGES

PARCEL	LAND ACREAGE
A	6.28±
A-B	1.29±
B	2.89±
C	1.04±
D-1	1.18±
D-2	2.81±
E	3.81±
E-1	1.96±
E-2	2.12±
E-3	0.09±
E-4	--
F	0.84±
G	1.82±
G-1	0.62±
G-2	0.13±
H	0.71±
REMAINDER	21.23±

Exhibit 1

EXHIBIT 2
(King Leases)

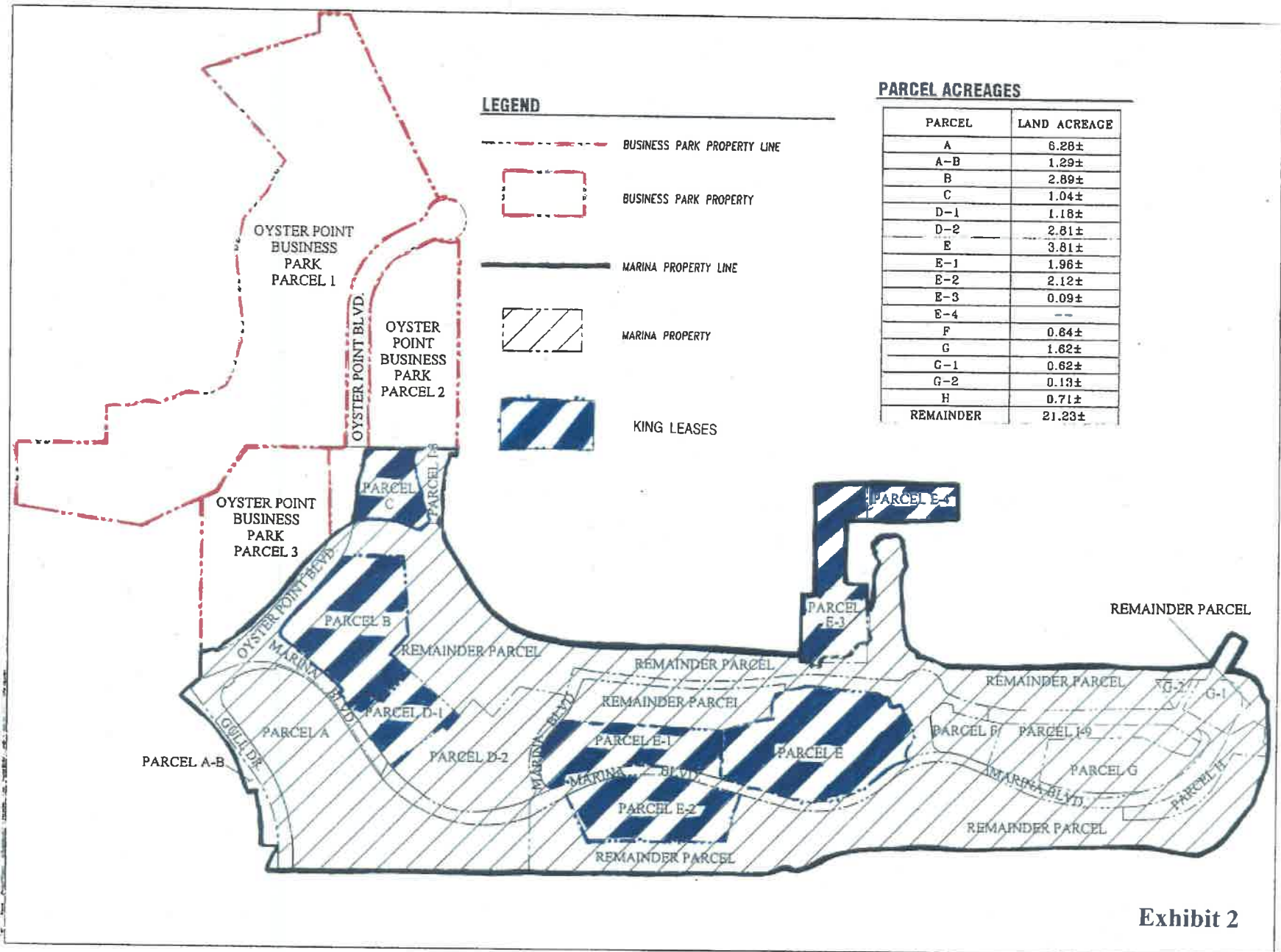


Exhibit 2

EXHIBIT 3

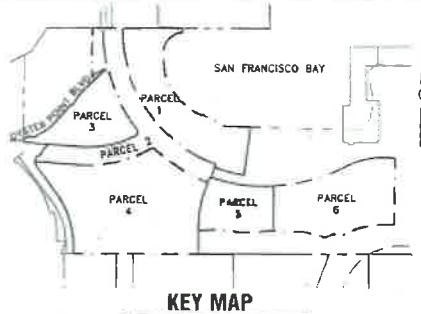
(Area removed from JPA)

OWNER'S STATEMENT

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE AND/OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID REAL PROPERTY AND WE HEREBY CONSENT TO THE MAKING AND FILING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER.

THERE ARE NO NEW EASEMENTS TO DEDICATE

BY: CITY OF SOUTH SAN FRANCISCO



PARCEL AREAS:
 PARCEL 1 = 5.48 Ac.
 PARCEL 2 = 4.48 Ac.
 PARCEL 3 = 3.74 Ac.
 PARCEL 4 = 10.07 Ac.
 PARCEL 5 = 2.72 Ac.
 PARCEL 6 = 5.69 Ac.

THE TOTAL AREA WITHIN THE DISTINCTIVE BORDER LINE IS 32.19 ACRES±

CITY ENGINEER'S STATEMENT

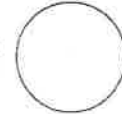
I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREON; THAT ALL PROVISIONS OF THE CALIFORNIA SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, HAVE BEEN COMPLIED WITH.

DATED: _____
 SEGUNDO SAMMY BAUTISTA, RCE NO. 66155
 CITY OF SOUTH SAN FRANCISCO, CALIFORNIA
 LICENSE EXPIRES 8-30-2018

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND WAS BASED UPON A RECORD DATA IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF HCP OYSTER POINT DEVELOPMENT, LLC, ON _____, 2017. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE _____, 2015; AND THAT THE MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED; AND THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP.

DATED: _____
 RONALD P. CAMERON, PLS NO. 9185
 LICENSE EXPIRES: MARCH 31, 2019



OWNER'S ACKNOWLEDGEMENT

STATE OF CALIFORNIA
 COUNTY OF _____

ON _____ BEFORE ME _____ A NOTARY PUBLIC, PERSONALLY

APPEARED _____ 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(ES) AND 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.

SIGNATURE _____

NAME (TYPED OR PRINTED), NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE.

PRINCIPAL COUNTY OF BUSINESS: _____

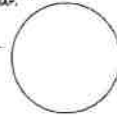
COMMISSION EXPIRES: _____

COMMISSION # OF NOTARY: _____

TECHNICAL REVIEWER'S STATEMENT

THIS PARCEL MAP HAS BEEN REVIEWED AND FOUND TO BE TECHNICALLY CORRECT AND CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED: _____
 PLS XXXIX
 LICENSE EXPIRES _____



CITY CLERK'S STATEMENT

I, KRISTA J. MARTINELLI, HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF SOUTH SAN FRANCISCO, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, AT ITS REGULAR MEETING HELD ON THE _____ DAY OF _____, 20____, DID DULY APPROVE THE PARCEL MAP, AUTHORIZED ITS RECORDATION AND ACCEPTED ON BEHALF OF THE PUBLIC ALL EASEMENTS OFFERED FOR DEDICATION TO PUBLIC USE IN CONFORMITY WITH THE OFFER OF DEDICATION.

I DO ALSO HEREBY STATE THAT PURSUANT TO SECTION 66445 (I) OF THE SUBDIVISION MAP ACT, THE CITY OF SOUTH SAN FRANCISCO DOES HEREBY ABANDON AND VACATE THE FOLLOWING EASEMENTS NOT SHOWN ON THIS PARCEL MAP:

THERE ARE NO EXISTING EASEMENTS BEING ABANDONED AND VACATED

DATED: _____ BY: KRISTA J. MARTINELLI, CITY CLERK
 CITY OF SOUTH SAN FRANCISCO

COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2017, AT _____ M.
 IN BOOK _____ OF MAPS AT PAGES _____ OF THE OFFICIAL RECORDS OF
 THE COUNTY OF SAN MATEO, AT THE REQUEST OF CITY OF SOUTH SAN FRANCISCO
 MARK CHURCH
 SAN MATEO COUNTY RECORDER
 FILE NO.: _____
 REC: _____ BY: _____ DEPUTY

**PARCEL MAP NO. 17-0002
 OYSTER POINT**

A RESUBDIVISION OF PARCELS B, C, E, E-1, E-2 & REMAINDER PARCEL 1 OF PARCEL MAP 84-223 RECORDED JANUARY 9, 1985 IN VOLUME 55 OF PARCEL MAPS AT PAGES 61-64, AND PARCELS D-1 & D-2 OF PARCEL MAP 88-262 RECORDED MAY 23, 1989 IN VOLUME 62 OF PARCEL MAPS AT PAGES 25-26, AND PARCEL A OF PARCEL MAP 99-005 RECORDED DECEMBER 6, 1999 IN BOOK 72 OF PARCEL MAPS AT PAGES 6-8 IN SAN MATEO COUNTY RECORDS
 SOUTH SAN FRANCISCO SAN MATEO COUNTY CALIFORNIA

JUNE 2017

WILSEY & HAM
 Engineering, Surveying & Planning

3130 La Selva Street, Suite 100
 San Mateo, CA 94403
 650.349.2151
 wilseyham.com

JOB #1016-006

SHEET 1 OF 4

SEE SHEET 2

SAN FRANCISCO BAY

REMAINDER PARCEL 1
55 PM 01

PARCEL 1

PARCEL 2

PARCEL 4

PARCEL 6
247965 S.F.
OR 5.69 ACRES

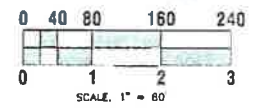
PARCEL 5
118411 S.F.
OR 2.72 ACRES

LEGEND

	DISTINCTIVE BOUNDARY LINE
	PARCEL LINE
	ADJACENT PROPERTY LINE
	CENTER LINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	THE LINE
	EXISTING STREET MONUMENT
	FOUND MONUMENT AS NOTED
	SET 3/4" IRON PIPE, TAG L.S. 4918
	BAY CONSERVATION AND DEVELOPMENT COMMISSION
	CENTER LINE
	EXISTING
	FOUND
	ARC RADIUS
	ARC DELTA
	ARC LENGTH
	DOCUMENT NUMBER
	IRON PIPE
	LOT LINE ADJUSTMENT
	MONUMENT TO MONUMENT DISTANCE
	PARCEL MAP
	OFFICIAL RECORDS
	RADIAL BEARING
	SEARCHED FOR NOT FOUND
	TOTAL DISTANCE

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE RECORD BEARING OF NORTH 00°00'55" WEST BETWEEN FOUND MONUMENTS ON THE CENTER LINE OF OYSTER POINT BOULEVARD AS SHOWN ON PARCEL MAP 99-005 IN BOOK 72, PAGES 6 - 8.



**PARCEL MAP 17-0002
OYSTER POINT**

A RESUBDIVISION OF PARCELS B, C, E, E-1, E-2 & REMAINDER PARCEL 1 OF PARCEL MAP 84-223 RECORDED JANUARY 9, 1985 IN VOLUME 55 OF PARCEL MAPS AT PAGES 61-84, AND PARCELS D-1 & D-2 OF PARCEL MAP 89-262 RECORDED MAY 23, 1989 IN VOLUME 62 OF PARCEL MAPS AT PAGES 25-26, AND PARCEL A OF PARCEL MAP 99-005 RECORDED DECEMBER 8, 1999 IN BOOK 72 OF PARCEL MAPS AT PAGES 6-8 BY SAN MATEO COUNTY RECORDS

SOUTH SAN FRANCISCO SAN MATEO COUNTY CALIFORNIA

JUNE, 2017

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JOB #1016-006

SHEET 4 OF 1

T:\1016-006\1016-006_GPD_Civil\Plan_SSF_Final_Map\GIS\17\Parcel_Map\Sheet 4 Oyster Point Final Map.dwg 16:29:17 05/17/2017



Excluded Parcels

Exhibit 3-2

EXHIBIT 4

(Phase IC and Phase IIC Improvements)

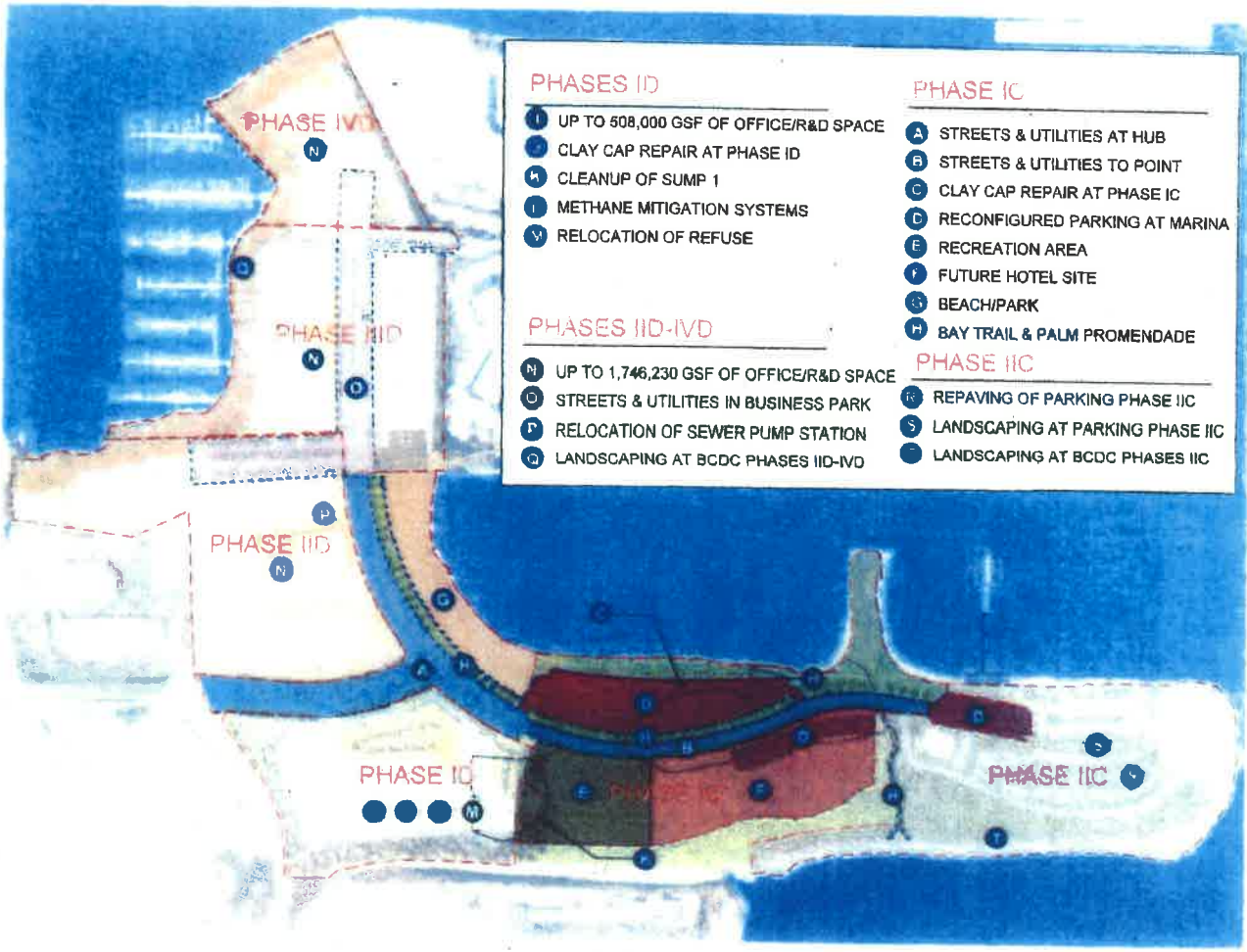
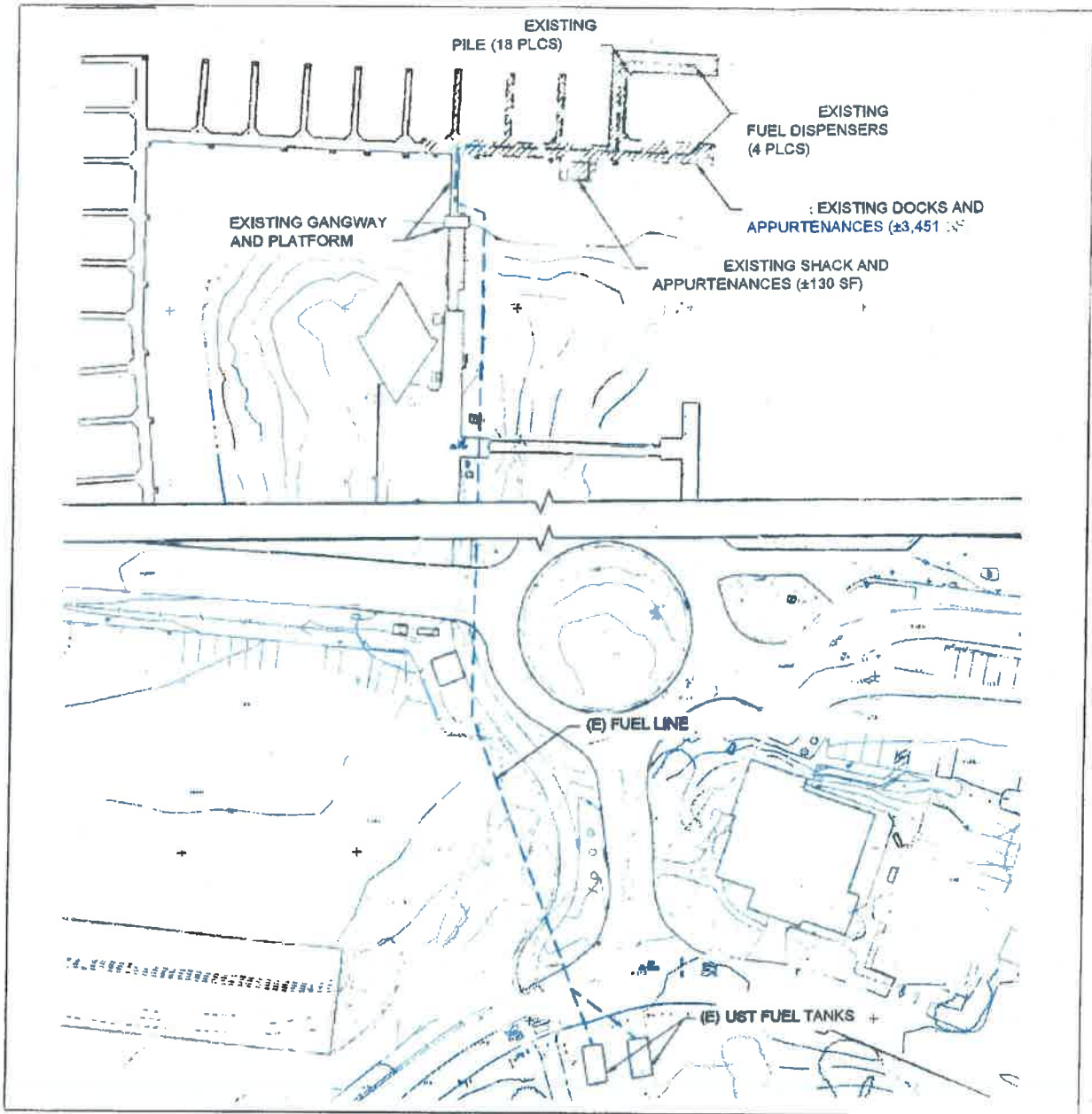


Exhibit 4

EXHIBIT 5

(License Area)



--- *License Area includes location of existing fuel line and five (5) feet on either side of the fuel line

EXHIBIT 6

(Conceptual Scope of Improvements)

Described below are potential Initial Improvements and Landside Improvements as referenced in the agreement and the Anchor Report, dated May 26, 2017.

Initial Improvements

1. Potential minor repairs include:
 - Replace deck on existing fuel dock (if appropriate)
 - Repairing broken cleats and loose rub rails on existing fuel dock
 - Relocate/secure electrical utility wire/conduit on existing fuel dock
 - Replace/repair approach structure girders
 - Replace/repair gangway walking surface

2. Fuel dock and on-dock utilities replacement

Landside Improvements

Fuel system replacement in conformance with current codes and regulations. Components of the system includes:

- Double-walled underground fuel tank(s)
- Double-walled pipes
- Sump vaults
- Fuel pumps
- Dispensers

March 26, 2019

VIA EMAIL

Jason Rosenberg, Esq.
Meyers Nave
555 12th Street, 15th Floor
Oakland, CA 94607
jrosenberg@meyersnave.com

Re: Fuel Dock and Fuel Line Repair at Oyster Point Marina

Dear Mr. Rosenberg:

I want to thank you and Marian Lee, the Assistant City Manager of South San Francisco, for meeting and conferring on February 22, 2019 to discuss the fuel system at Oyster Point Marina. The San Mateo County Harbor District (District) has evaluated the necessary repairs and upgrades required for the continued safe operation of the fuel system at Oyster Point Marina. As we indicated in our meeting, the District is concerned that funding is insufficient to complete the work necessary to keep the fuel system operational and in accordance with safety and environmental standards. We also discussed current challenges in light of the recent gasoline tank failure.

You kindly provided an update on the Oyster Point Community Facilities District (OPCFD), which was to be created pursuant to the Implementation Agreement to fund fuel system replacement. It was made clear that funding of the OPCFD has yet to begin and there was no assurance that the OPCFD will be funded in the near future. This seems especially true given the San Mateo County Superior Court's March 8, 2019 ruling in *Kashiwa Fudosan American, Inc. v. City of South San Francisco* (Case No. 18-CIV-01728), wherein the court found in favor of Kashiwa Fudosan America, Inc. in its challenge to the OPCFD. Furthermore, it was made clear that the City of South San Francisco is not comfortable funding the fuel system replacement prior to the OPCFD being funded. At the conclusion of our meeting, it was the District's understanding that it would receive a letter outlining the City's position.

In light of the San Mateo County Superior Court's decision, the District is interested in proceeding with a transfer of operation and maintenance of the fuel system back to the City. The District realizes based on our conversations that the City may cease to operate the fuel system and close the system in accordance with law. While the District has the power to transfer operation and maintenance of the fuel system back to the City, I would like to discuss a collaborative approach in transferring such control. Please contact me at your earliest convenience so the District can proceed with transfer of operation and maintenance in an expeditious manner.

Jason Rosenberg, Esq.
Re: Fuel Dock and Fuel Line Replacement at Oyster Point Marina
March 26, 2019
Page 2

Thank you for your cooperation.

Very truly yours,
WITTWER PARKIN LLP



William P. Parkin

cc: John Moren, Interim General Manager



Staff Report

TO: Board of Harbor Commissioners

FROM: Julie van Hoff, Director of Administrative Services

DATE: April 17, 2019

SUBJECT: Preliminary Budget for Fiscal Year 2019/20; Adopt Resolution No.19-08

Recommendation/Motion:

Motion: Adopt Resolution No. 19-08 approving the Preliminary Budget for Fiscal Year 2019/20.

Policy Implications:

Harbors and Navigation Code 6093 provides statutory requirements for budget development.

Fiscal Implications:

The District's annual budget is the main fiscal planning tool used throughout the year. The 2019/20 Preliminary Budget includes an estimate of \$12.11 million in revenues, \$8.35 million in operating expenditures, and \$7.94 million in capital expenditures (net of capital grants). As estimates are refined throughout the budget process, these numbers are expected to change.

Alternatives Considered:

None.

Background/Discussion:

Staff has prepared the 2019/20 Preliminary Budget based on information that is readily available at this time. In March, staff presented the 'First Look' at the Preliminary Budget. Following are assumptions used for the preparation of the estimates and explanations of variances from this year's projected figures, revised budget figures, and 'first look' figures for 2019/20.

Revenues

Berth and Slip Fees are projected to increase by 3% due to an anticipated update to the District's rate and fee schedule based on the increase of the consumer price index.

Lease revenue is expected to decrease due to the elimination of Parcels B, C, D and E Oyster Point Marina (OPM) leases of approximately \$240,000 per year. These decreases are partially offset by an anticipated increase related to the amended Oyster Point Yacht Club lease.

The District's 2018/19 Revised Budget included \$275,000 in expected reimbursement from the City of South San Francisco for OPM improvements. This amount is not included in the 2018/19 Projection or the 2019/20 Preliminary Budget.

Property Taxes are expected to increase slightly or by 2% based on information received from the County of San Mateo Controller's office.

Staff recommends that Capital Grants and Reimbursements be reported in the Capital Asset section of the budget document instead of in the Non-Operating Revenue section. This change is reflected in the attached schedules.

Expenditures

Salary/Wages and Benefits (not including CalPERS long-term liability payment) for fiscal year 2018/19 are projected to be \$498,306 below the revised budget due to staffing vacancies. The 2019/20 Preliminary Budget is estimated to be \$318,000 above the projection due to the anticipated filling of vacant positions and salary/wage increases.

The Preliminary Budget includes a line item for the paydown of the unfunded retirement long-term liability. As of June 30, 2018, the District's net pension liability was \$5,012,000. This fiscal year, the District paid an additional \$2,300,000 to fund this liability. Further analysis of this line item may be presented at a future Board meeting for discussion.

Payments to other agencies include election costs of approximately \$850,000 for the current fiscal year. This expenditure is included in the budget every other year and is not relevant to the 2019/20 fiscal year.

Utility costs are projected to be below revised budget for the current fiscal year due to the construction at OPM and temporary shutoff of electricity. Utility costs are expected to increase to previous amounts plus 5% for anticipated rate increases in 2019/20.

Contract services are projected to increase by 5% over the 2017/18 actual cost.

Property and Liability Insurance is expected to increase due to SDRMA's excess carriers passing down rate increases associated with the wild-fire liabilities. Liability insurance rates are going up 5% and property insurance rates are going up 11%.

Other line item expenditures were compared to 2017/18 actuals and the 2018/19 projections on a departmental basis and depending on the expenditure it was adjusted by an expected inflationary 5% increase.

Five-Year Projected Capital Asset Expenditures

Staff projected Capital Asset Expenditures and took into consideration the amount of time it will take to complete the design and engineering phase and obtain appropriate permits for the project. Pillar Point Harbor dock replacements are staggered to ensure continued operations of the Harbor to the greatest extent possible during construction. FEMA and Grant funding is shown as a reduction of the asset expenditure.

Five-Year Projected Working Capital

Working Capital is defined as current assets less current liabilities. For example, the Working Capital for fiscal year ended June 30, 2018 is calculated at \$18.43 million as follows (in millions):

Cash & Investments	\$21.17
Accounts Receivable	.26
Prepaid Expenses & Deposits	.26
Less-	
Accounts Payable & Payroll	2.64
Customer Deposits	.37
Unearned Revenue	.25

The District accounts for financial activities in an Enterprise Fund. For Enterprise Fund accounting the working capital figure represents the amount of spendable resources. The Five-Year Working Capital Projection assumes that Operating Revenues will increase by 3% per year, Non-Operating Revenues will increase by 2% per year, Salary/Wages & Benefits will increase by 5% per year and Non-Personnel Expenditures will increase by 5% per year plus an expenditure every other year for elections. Election costs are expected to be \$510,000 in Fiscal Year 2020/21 and \$340,000 in Fiscal Year 2022/23. Capital Asset Expenditures are expected to fluctuate, and timing of project completion will be impacted by permitting issues and other factors. Revenues less Expenditures, not including Capital Asset Expenditures, are expected to add between \$1.3 to \$2.6 million to the Working Capital balance.

Public Process:

Following adoption of the Preliminary Budget, a notice will be published that the Preliminary Budget is available for public input until the Final Budget is approved at the June Board meeting. Changes requested by the Commission will be reflected in

the Draft Final Budget to be reviewed in May and any additional changes requested will be reflected in the Final Budget to be adopted in June.

Attachments:

1. [Preliminary Budget for Fiscal Year 2019/20](#)
2. [Resolution No.19-08](#)



SAN MATEO COUNTY HARBOR DISTRICT



PRELIMINARY 2019/20 OPERATING AND CAPITAL BUDGET

Board of Commissioners:
Sabrina Brennan, President
Nancy Reyerling, Secretary
Tom Mattusch, Treasurer

Edmundo Larenas, Vice President
Virginia Chang Kiraly, Commissioner



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Budget at a Glance

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Budgetary Highlights

2019/20 Preliminary Budget Summary		Comparison to 2018/19 Projections	
Operating Revenues	\$ 4,548,000	Increase	2.25%
Non-Operating Revenues	7,564,000	Increase	1.61%
Total Revenues	12,112,000	Increase	1.85%
Salaries/Wages/Benefits Expenditures	5,270,000	Decrease	27.33%
Non-Personnel Expenditures	3,080,000	Decrease	22.28%
Capital Asset Expenditures	7,935,800	Increase	143.50%
Total Expenditures	16,285,800	Increase	25.68%
Total Revenues less Expenditures	\$ (4,173,800)	Increase	291.62%

- The Preliminary Budget for Fiscal Year (FY) 2019/20 requires funding from working capital of \$4,173,800. This is expected to bring the projected ending working capital balance at the end of FY 2018/19 of \$14,731,851 to \$9,437,051 at the end of FY 2019/20.
- Operating Revenues are budgeted to increase by 2.25% due to projected inflationary increases in lease income, and Rates and Fees.
- Non-Operating Revenues are budgeted to increase by 1.61% due to an anticipated increase in Property Tax Revenue of 2.03% offset by a decrease in interest income due to the spending of cash balances.
- Salary/Wages and Benefit Expenditures are presented without a paydown of the CalPERS long-term unfunded liability. In 2018/19 the Harbor Commission approved a paydown of \$2,300,000. If the Harbor Commission provides direction to use Working Capital to fund this liability, this expenditure line item will increase to be more in line with the FY 2018/19 projections. Additional information concerning this item will be presented at a future Board meeting.
- Non-Personnel Expenditures are budgeted to decrease by 22.28%. This is mainly due to FY 2018/19 including \$850,000 of election costs, which are not applicable to the FY 2019/20 Budget, and an expected decrease in settlement costs. These decreases are partially offset by inflationary related increases in other expenditure items.
- Capital Asset Expenditures are budgeted to increase by 143.50%. It is anticipated that major projects such as Pillar Point Harbor West Trail, Surfers Beach Sand, the Fishing Pier, and the Launch Ramp Dredging project will be completed before June 30, 2020.



Priorities and Issues [THIS WILL BE UPDATED WHEN RAUCH REPORT IS COMPLETED AND APPROVED]

The Mission Statement of the San Mateo County Harbor District is: "To assure the public is provided with clean, safe, well-managed, financially sound and environmentally pleasant marinas."

The following goals are in support of the above mission statement:

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Short-Term Factors Influencing Decisions

Short-term factors influencing the District's decisions include impact of outside economic and legislative factors, environmental issues, and aging infrastructure.

Economic Factors:

The Public Employees' Pension is managed by California Public Employees' Retirement System (CalPERS). As of June 30, 2018, the District reported a net pension liability (NPL) of \$5,012,108. Multiple variables (e.g. expected rate of return on investments, expected inflationary rates, average life-span, and expected number of vested employees) impact the calculation of the NPL. The District paid an additional \$2,300,000 to fund the unfunded long-term retirement liability in FY 2018/19. CalPERS retirement costs continue to grow as expected rates of return decrease. It is difficult to predict the impact that economic and market conditions may have on the NPL and future retirement costs of the District.

The District has one month-to-month lease for a restaurant in the "tenant row" building at Pillar Point. Short-term agreements may impact future revenues.

State & Federal Budgets & Actions:

Pacific Gas & Electric Company (PG&E) filed for Chapter 11 bankruptcy protection in wake of the billions of dollars in liabilities associated with the 2017 and 2018 California wildfires. In addition, a nuclear power plant will be decommissioned. There is a potential that the District's utility costs may increase substantially while unitary property taxes decrease. For FY 2019/20, Property and Liability Insurance rates increased due to the fires.

In addition, the State approved a \$4 billion housing bond in November. Lack of affordable housing may affect the District's ability to attract and retain qualified candidates. According to the 2018 State Department of Housing and Urban Development report, \$82,200 for a single individual is categorized as low income. Housing costs continue to increase throughout the area.

Environmental Issues:

The District is investigating, developing, and advocating for the implementation of strategies to mitigate the impacts of climate change on District-managed properties. Projects that are included in the Capital Asset Expenditure Section (pages 23-26) and are associated with climate change include the West Trail Shoreline Protection and Restoration of Surfers Beach.

Other Factors:

The District's Infrastructure is aging and will require replacement. For fiscal year ended June 30, 2018 the District had approximately \$45 million in depreciable assets with accumulated depreciation of \$28 million. About 62% of the District's total assets have been depreciated. The five-year capital asset project and replacement section of this budget document includes a plan to replace a portion of the District's infrastructure. In the event that the District meets the fairly aggressive replacement projections, grant money needs to be identified and/or debt will need to be issued in FY 2020/21 to meet the cash flow requirements.

The District entered into a Memorandum of Understanding (MOU) with the City of South San Francisco (SSF) to manage property owned by SSF. This property is the Oyster Point Marina (OPM) and will continue to be managed (per the MOU) by the District for the next fifteen years.



The MOU will automatically renew for two additional periods of ten years each, unless notice is given by the District to SSF to discontinue the MOU. The MOU requires that the District replace Docks 12, 13, and 14 at its sole cost. These costs are included in the Capital Asset Expenditure Section of this Budget Document.

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Budget Process

The District's budget process is outlined in Policy 4.9.1. and Policy 4.9.2 of the Policy Handbook. Adoption of the Preliminary Budget and Final Budget is governed by Harbor and Navigation Code Section 6093 (et. seq.).

The District's process for preparing its annual budget begins mid-year (fiscal year) for the succeeding year's budget. District Finance staff begins the current fiscal year's mid-year performance to budget analysis. The Harbor Commission reviews the mid-year budget report in February. Having reviewed the current year's performance and identified budget issues and goals for the next fiscal year, staff prepares a first draft preliminary budget which is introduced to the Harbor Commission at a public meeting in March and a final preliminary budget is adopted in April. The Harbor Commission publishes a notice pursuant to Section 6061 of the Government Code stating that the adopted preliminary budget is available for public review. The public has at least 30 days to review and provide comment prior to the adoption of the final budget. The final budget is normally adopted in June.

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About Us

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Where is San Mateo County Harbor District?

The San Mateo County Harbor District is in Northern California and manages and operates (A) Oyster Point Marina/Park on San Francisco Bay located in the City of South San Francisco and (B) Pillar Point Harbor located on the Pacific Ocean in the unincorporated area of Princeton.

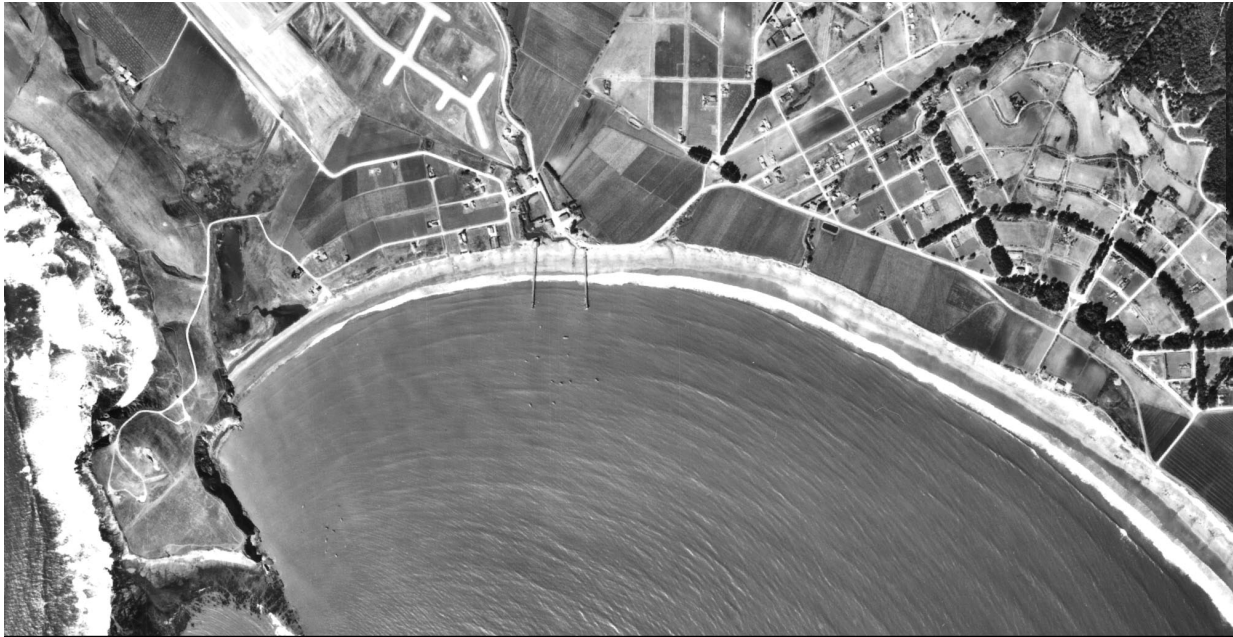




Our History

The San Mateo County Harbor District is an independent special district created by San Mateo County in 1933 by Resolution of the Board of Supervisors who established the entire area of the County of San Mateo as the District's boundaries.

In 1948, the District created a harbor of safe refuge for the fishing fleet at Pillar Point per the State of California Harbors and Navigation Code Section 70.5. A federal breakwater was built by the Army Corps of Engineers in 1959-61, with an extension in 1967. The District constructed the harbor's docks and berths in the 1980s, along with a second, inner breakwater to provide further protection. This later work was financed by loans from the California Department of Boating and Waterways (DBW), now a Division of the State Parks Department.



1943 Aerial View of Pillar Point Harbor

In 1977, the District took over operation of Oyster Point Marina/Park from the City of South San Francisco. A Joint Powers Agreement was executed, giving the District authority to improve and complete construction of a 600-berth recreational marina. Full build-out was accomplished during the 1980s, again with loans from DBW.



San Mateo County Harbor District Today

The San Mateo County Harbor District operates two harbors. Pillar Point Harbor, located in the unincorporated community of Princeton on Half Moon Bay, approximately twenty-five miles south of the City of San Francisco, The Harbor is a 369-berth commercial fishing harbor that also supports sport fishing and recreational boating.



Oyster Point Marina/Park consists of a 408-berth recreational marina, public beach and bayside park located in the City of South San Francisco. The District operates Oyster Point Marina/Park under a Memorandum of Understanding with South San Francisco, which owns the facility.





Public and Enterprise Services

The District provides services for enterprise related activities (revenue generating activities through fees) and public activities (non-revenue generating activities primarily funded through taxes). District staff support both activities and estimate that 40% of their time is spent on enterprise activities and 60% on public activities.

Enterprise activities include berth rentals, liveboard fees, boat launch fees, property rentals and permit fees, all of which are presented as operating revenues in this Budget Document.

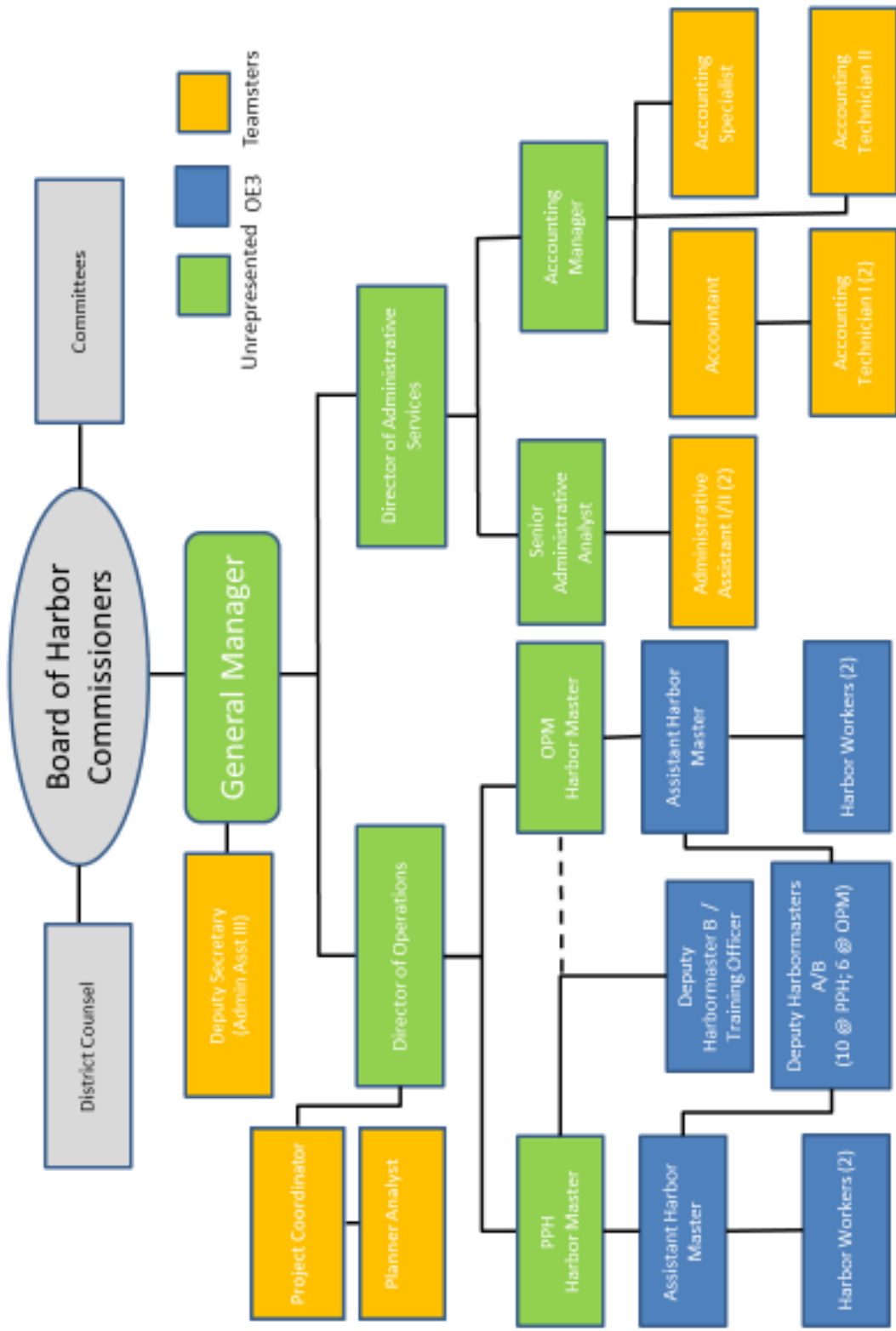
Public activities include coastal trail access and maintenance, beach access, public fishing piers, park and landscape maintenance, public parking, trash removal, bay trail access and maintenance, search and rescue operations, toxic environmental clean-up, public restrooms and public outreach and education. These public services and activities serve a broad segment of San Mateo County's population and visitors. Property tax revenue and investment income, which is presented as non-operating revenue in this Budget Document, is used to fund these activities.

Fiscal Year (FY) 2019/20 Capital Asset projected costs of \$7,935,800 (detail on pages 23-24) includes funding of \$4,168,000 (53%) for public related projects including the improvements to Pillar Point Harbor's Fishing Pier, West Trail, public parking lots, Surfers Beach sand, and replacement of vehicles.

	Total		Oyster Point		Pillar Point		Administration	
	Public	Enterprise	Public	Enterprise	Public	Enterprise	Public	Enterprise
Total Operating Revenues	\$ -	\$ 4,548,000	\$ -	\$ 1,649,700	\$ -	\$ 2,898,300	\$ -	\$ -
Total Non-Operating Revenues	7,564,000	-	1,572,000	-	5,717,000	-	275,000	-
Total Revenues	\$ 7,564,000	\$ 4,548,000	\$ 1,572,000	\$ 1,649,700	\$ 5,717,000	\$ 2,898,300	\$ 275,000	\$ -
Salary/Wages/Benefits Sub-total	\$ 3,162,000	\$ 2,108,000	\$ 843,600	\$ 562,400	\$ 1,308,000	\$ 872,000	\$ 1,010,400	\$ 673,600
Non-Personnel Expend Sub-total	1,848,000	1,232,000	466,020	310,680	880,380	586,920	501,600	334,400
Total Operating Expenditures	\$ 5,010,000	\$ 3,340,000	\$ 1,309,620	\$ 873,080	\$ 2,188,380	\$ 1,458,920	\$ 1,512,000	\$ 1,008,000
Capital Expenditures	\$ 4,168,000	\$ 3,767,800	\$ -	\$ 1,737,800	\$ 4,168,000	\$ 1,630,000	\$ -	\$ 400,000
Revenues less Expenditures	\$ (1,614,000)	\$ (2,559,800)	\$ 262,380	\$ (961,180)	\$ (639,380)	\$ (190,620)	\$ (1,237,000)	\$ (1,408,000)



Organizational Chart



11/15/18



Staffing Authorization

Classification/Position Title	Actual 2017/18	Revised Budget 2018/19	Preliminary Budget 2019/20	*Status as of 3/20/2019
Administration Department				
General Manager	1	1	1	Active
Director of Operations	1	1	1	Active
Director of Admin. Services	1	1	1	Active
Accountant	1	1	1	Active
Accounting Specialist	-	1	1	Vacant
Accounting Tech 1&2	1	1	1	Active
Accounting Manager	1	1	1	Active
Administrative Analyst	1	-	-	Inactive
Administrative Assistant 1&2	2	2	2	Active
Deputy Secretary	1	1	1	Active
Sr. Administrative Analyst	-	1	1	Vacant
Planner Analyst	1	1	1	Vacant
Project Coordinator	-	1	1	Vacant
Total Administration	11	13	13	
Pillar Point Harbor				
Harbormaster	-	1	1	Vacant
Assistant Harbormaster	1	1	1	Active
Deputy Harbormaster A&B	9	10	10	8 Active/2 Vacant
Deputy Harbormaster/Training Officer	-	1	1	Active
Harbor Worker B	2	2	2	Active
Harbor Worker C (lead maint.)	1	-	-	Inactive
Accounting Tech 1&2	1	1	1	Active
Total Pillar Point Harbor	14	16	16	
Oyster Point Marina				
Harbormaster	-	1	1	Active
Assistant Harbormaster	1	1	1	Active
Deputy Harbormaster A&B	6	6	6	Active
Harbor Worker B	2	2	2	Active
Harbor Worker C (lead maint.)	1	-	-	Inactive
Accounting Tech 1&2	1	1	1	Active
Total Oyster Point Marina	11	11	11	
Total Full-Time Equivalent Positions	36	40	40	

* Active positions are funded and filled; Vacant positions are funded but not filled
Inactive positions are not funded and not filled



Department Summary

Administration Department-

The Administration Department includes five elected Harbor Commissioners and 13 full-time positions and are responsible for the following duties and tasks:

Elected Harbor Commissioners:

- Adopts a Mission Statement and establishes goals, objectives and priorities for the District.
- Appoints, evaluates, and terminates Harbor Manager.
- Adopts an annual budget.
- Adopts ordinances to provide legal foundation of District operations.
- Represents the District, stakeholders, and general public.
- Adopts policies.

General Manager:

- Plans, organizes, coordinates and directs the activities of the District.
- Prepares, reviews, and makes recommendations regarding issues for Board consideration and action.
- Appoints, evaluates and terminates management staff.
- Oversees preparation of annual budget.
- Provides direction and leadership by setting organizational standards and objectives.

Administration & Operations:

- Responsible for administrative, business and fiscal functions, including finance/accounting, human resources, purchasing, information technology, risk management, contract management, public information, grant management, and real property management.

Operations:

- Responsible for operations and maintenance of the District's two marinas, develops and implements sound management approaches for the publicly owned land and facilities under lease, and generates optimal utilization of marine recreational operations and activities at the marinas.
- Plans and coordinates capital projects, maintenance work, and environmental compliance reporting.
- Manages construction projects.



Department Summary- continued

Pillar Point Harbor Department and Oyster Point Marina Department-

The Pillar Point Harbor Department includes 16 full-time positions and the Oyster Point Marina Department includes 11 full-time positions and are responsible for the following at their respective locations:

- Serve the public by providing berthing and support for pleasure and commercial craft.
- Ensure that the harbor/marina is maintained in safe and clean condition.
- Act as a liaison with outside agencies including, but not limited to California Division of Boating and Waterways, U.S. Coast Guard, local law enforcement, yacht clubs and other groups who may use District facilities.
- Plan, evaluate and direct the maintenance of docks, piers, vehicles, vessels and equipment.
- Respond to emergency and/or severe weather situations to protect the public, staff, vessels, District assets and other property as necessary.
- Enforce District ordinances and policies, and State of California boating laws.
- Provide information and other customer service to tenants, lessees and harbor visitors.



Budget Schedules

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Basis of Budgeting vs. Accounting

The basis of budgeting and accounting refers to the method of recognition of revenue and expenses in financial and budgetary reporting. The District's budgets are prepared on a modified cash flow basis which projects the District's cash inflows and outflows over the course of a fiscal year (July 1 through June 30) excluding physical and intangible assets such as depreciation.

Revenues are recognized as they are received and accounted for while obligations for expenditures are recognized when a commitment is made through an encumbered purchase order or actual expense.

The District's accounts and transactions are tracked on an accrual basis, which is the basis of accounting under generally accepted accounting principles for Enterprise Funds. An Enterprise Fund is used to account for operations that are financed and operated in a manner similar to private business enterprises-where the intent of the governing body is that the costs (expenses, including depreciation) of goods or services to the general public on a continuing basis are financed or recovered primarily through user charges.

Under this method, all assets and liabilities associated with operations are included on the balance sheet; and revenues are recorded when earned and expenses are recorded at the time commitments are incurred. Depreciation and amortization are handled differently in budgetary reporting and in financial reporting. In budgetary reporting, depreciation and amortization are excluded, and the repayment of the principal on debt as expense is included. In financial reporting, depreciation and amortization are included, and the repayment of the principal on debt as expense is excluded. This table illustrates the differences between the budget and accounting basis described above.

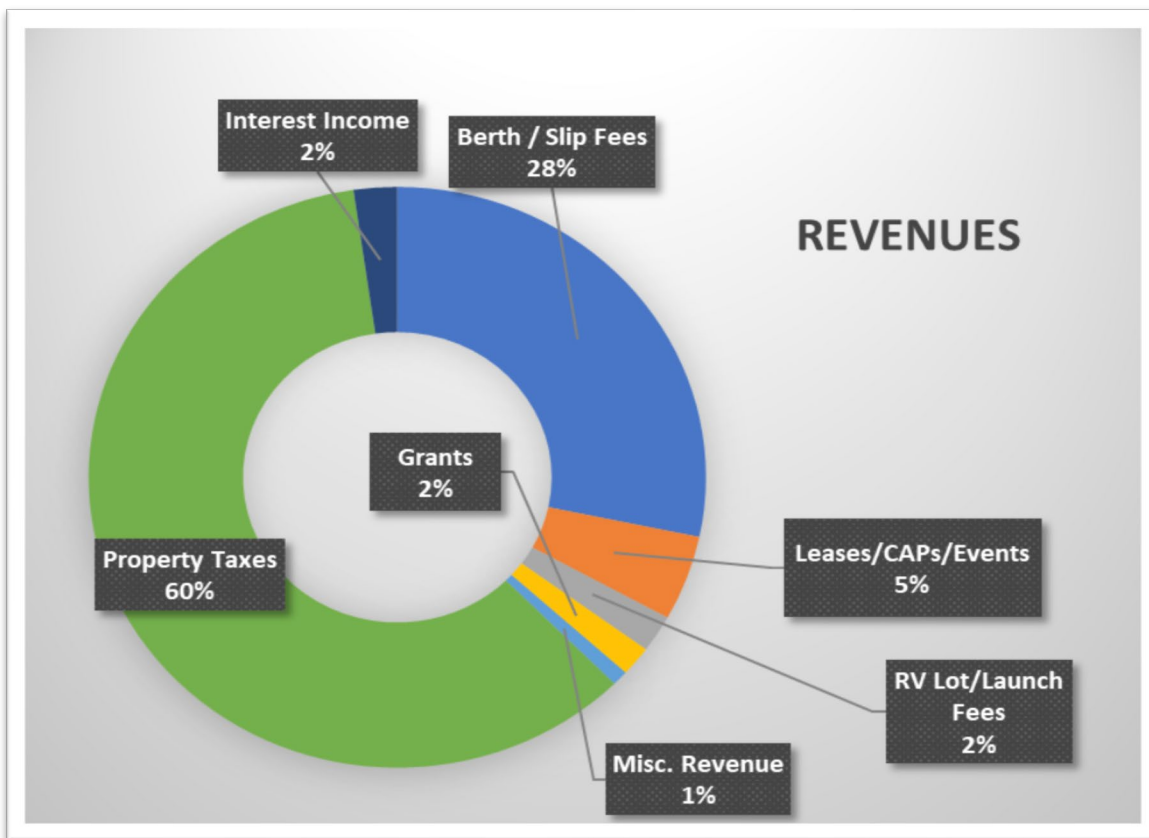
	BUDGETARY	ACCOUNTING
Basis	Modified Cash Flow	Accrual
Revenue	Recognized when received and accounted for	Recorded when earned
Obligations (Expenditures/ Expense)	Recognized when a commitment is made through encumbrance or expense	Recorded at the time commitments are incurred
Depreciation and Amortization	Excluded	Included
Repayment of Principal on Debt	Included	Excluded

Three-Year Comparative Financial Schedule

	Last Fiscal Year 2017/18		Current Fiscal Year 2018/19		Fiscal Year 2019/20
	Revised Budget	Actual	Revised Budget	Projected	Preliminary Budget
Operating Revenues:					
Berth / Slip Fees	\$ 3,449,216	\$ 3,257,846	\$ 3,327,000	\$ 3,327,000	\$ 3,427,000
Leases and CAPs	589,000	631,891	611,000	552,000	552,000
RV Lot/Launch Fees	245,706	238,085	250,000	250,000	250,000
Events	30,000	39,227	52,000	22,000	22,000
Grants & Reimbursements	110,000	119,088	475,000	200,000	200,000
Other Operating Revenue	100,000	96,707	100,000	97,000	97,000
Total Operating Revenues	4,523,922	4,382,844	4,815,000	4,448,000	4,548,000
Non-Operating Revenues:					
Property Taxes	6,500,000	7,006,800	7,140,000	7,140,000	7,285,000
Interest Income	53,300	235,347	186,245	300,000	275,000
Misc. Rev./Exp.	10,000	29,428	10,000	4,000	4,000
Grants & Reimbursements	-	119,104	1,000,000	-	-
Total Non-Operating Revenues	6,563,300	7,390,679	8,336,245	7,444,000	7,564,000
Total Revenues	\$11,087,222	\$11,773,523	\$13,151,245	\$11,892,000	\$12,112,000
Operating Expenditures:					
Salaries/Wages/Benefits Expenditures					
Salaries & Wages	\$ 3,140,514	\$ 2,950,445	\$ 3,571,141	\$ 3,200,000	\$ 3,415,000
Benefits-Current Employees	1,638,759	1,477,147	1,727,008	1,599,000	1,702,000
Benefits-Retired/Former Emp	190,209	147,951	152,157	153,000	153,000
CalPERS Liability Payment	-	-	2,300,000	2,300,000	-
Salary/Wages/Benefits Sub-total	4,969,482	4,575,543	7,750,306	7,252,000	5,270,000
Non-Personnel Expenditures					
Payments to Other Agencies	69,000	59,037	900,000	920,000	65,000
Utilities	355,000	415,357	506,000	350,000	438,000
Contract Services	423,000	565,647	611,500	580,000	623,000
Legal	484,000	333,458	484,400	550,000	505,000
Property/Liability Insurance	114,000	92,937	114,200	108,000	112,000
Repairs & Maint- Routine	209,500	130,448	277,700	278,400	294,000
Office/Equipment Rentals	91,500	91,500	98,400	94,800	100,000
Information Technology	236,000	142,094	167,700	108,000	118,000
Financial Service Fees	61,200	62,985	73,300	73,700	78,000
Operating Expenses	203,250	191,161	184,600	213,100	215,000
Travel and Training	57,000	53,454	56,300	46,000	53,000
Advertising and Promotion	16,000	15,553	20,400	30,400	30,000
Personnel Administration	28,000	2,953	17,100	39,500	42,000
Vessel Destruction	110,000	146,861	200,000	200,000	200,000
Memberships & Subscriptions	10,000	17,541	20,300	32,400	35,000
Claims Settlement	10,000	-	10,000	275,000	100,000
Bad Debts	50,000	79,118	101,600	57,400	62,000
Miscellaneous Expend.	12,250	14,252	16,700	6,000	10,000
Non-Personnel Expend Sub-total	2,539,700	2,414,356	3,860,200	3,962,700	3,080,000
Total Operating Expenditures	\$ 7,509,182	\$ 6,989,899	\$11,610,506	\$11,214,700	\$ 8,350,000
Capital Expenditures	7,489,500	3,008,770	10,407,500	3,259,085	7,935,800
Revenues less Expenditures	\$(3,911,460)	\$ 1,774,854	\$(8,866,761)	\$(2,581,785)	\$(4,173,800)

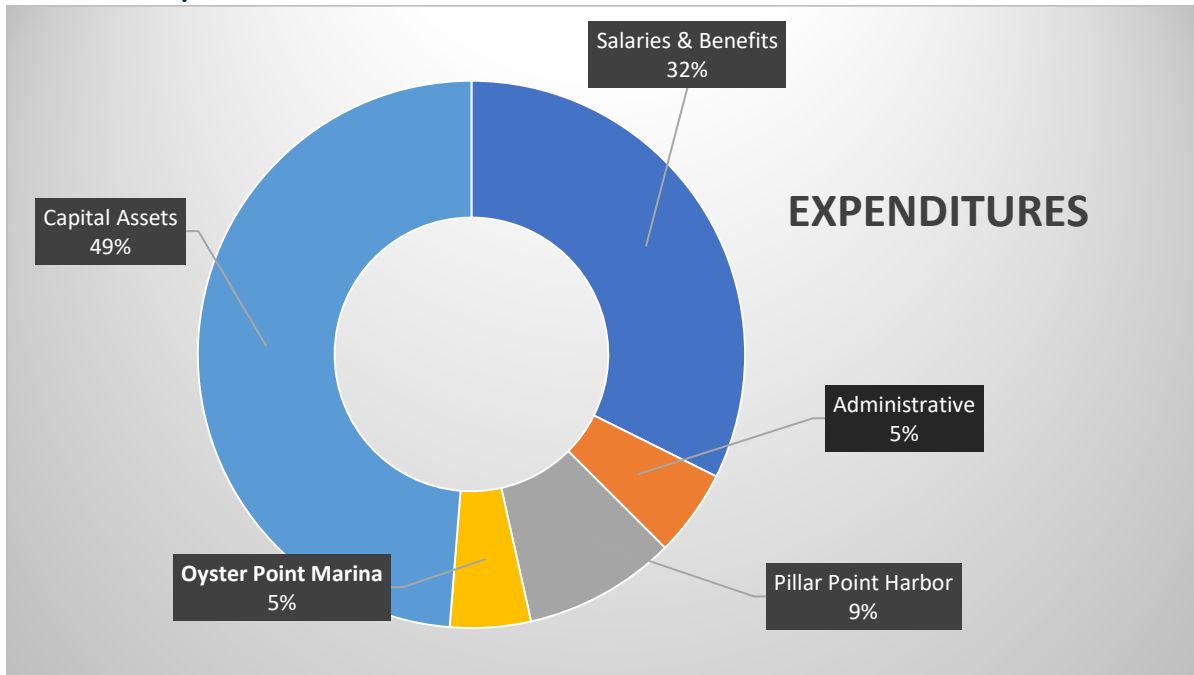


District Revenue





District Expenditures



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Five-Year Projected Capital Asset Expenditures

PILLAR POINT HARBOR	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24
Johnson Pier Terminus						
Design/Engineering						
Construction						
Johnson Pier Terminus/Fuel Tank /H Dock						
Design/Engineering	\$ 170,000	\$1,130,000				
Construction			14,000,000			
Grant (tbd)			(7,000,000)			
Johnson Pier G Dock						
Design/Engineering			200,000			
Construction				3,000,000		
Johnson Pier F Dock						
Design/Engineering				200,000		
Construction					3,000,000	
Johnson Pier E Dock						
Design/Engineering					200,000	
Construction						3,000,000
Fishing Pier						
Design/Engineering	50,000					
Construction		1,000,000				
West Trail						
Design/Engineering	100,000					
Construction		1,500,000				
Launch Ramp Dredging						
Permitting/Bid Docs	100,000					
Dredging		1,500,000				
FEMA Funding	(100,000)	(1,500,000)				
Harbormaster Bldg.						
CDP/Bid Docs	50,000					
Construction		300,000				
Parking Lot B, C2, C3						
Design/Engineering	100,000					
Construction		400,000				
Launch Ramp Impr./Restroom/Boat Wash						
Design/Engineering		200,000				
Construction			1,000,000			
Surfers Beach Sand						
Design/Engineering	100,000					
Construction		2,000,000				
OPC Grant Funding	(75,000)					
DBW Grant Funding		(800,000)				
Vehicles/Vessels						
Trucks		50,000			50,000	
All-Terrain Vehicle		18,000				
Rescue Vessel				900,000		
DBW Grant Funding				(450,000)		
Golf Carts (2)						16,000
Two PWCs	27,500					
Completed Projects						
Lessee Sidewalk	448,000					
Romeo Pier Demo	460,500					
Transformers A-C	13,800					
TOTAL PILLAR POINT HARBOR	\$1,444,800	\$5,798,000	\$ 8,200,000	\$3,650,000	\$3,250,000	\$3,016,000



Five-Year Projected Capital Asset Expenditures (continued)

OYSTER POINT MARINA		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24
Dock 12							
	Design/Engineering	\$ 200,000					
	Construction		1,400,000	600,000			
Dock 13							
	Design/Engineering		200,000				
	Construction			2,000,000			
Dock 14							
	Design/Engineering			200,000			
	Construction				2,000,000		
Evaluation of Dock 16 in Accordance with MOU							
					100,000		
40k sq. ft. Parcel Building							
	Design/Engineering		100,000				
	Construction			1,000,000			
Vehicles/Vessels							
	Repower Challenger	4,200	37,800				
	Electric Golf/Dump Cart			15,000			
Completed Projects							
	Bait Shop Building	26,983					
	Transformers Dock 1-6	57,102					
TOTAL OYSTER POINT MARINA		\$ 288,285	\$ 1,737,800	\$ 3,815,000	\$ 2,100,000	\$ -	\$ -
ADMINISTRATION		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24
Admin Office/Land Purchase		\$ 1,526,000					
Enterprise Resource Planning System							
	Consulting Services		400,000	400,000			
	Software Price			60,000			
TOTAL ADMINISTRATION		\$ 1,526,000	\$ 400,000	\$ 460,000	\$ -	\$ -	\$ -
SUMMARY		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24
Pillar Point Harbor		\$ 1,444,800	\$ 5,798,000	\$ 8,200,000	\$ 3,650,000	\$ 3,250,000	\$ 3,016,000
Oyster Point Marina		288,285	1,737,800	3,815,000	2,100,000	-	-
Administration		1,526,000	400,000	460,000	-	-	-
TOTAL		\$ 3,259,085	\$ 7,935,800	\$ 12,475,000	\$ 5,750,000	\$ 3,250,000	\$ 3,016,000



2019/20 Capital Improvement Plan- Oyster Point Marina



Challenger Repowered

The Challenger was purchased in 2004 and requires the replacement of the two fifteen year old outboard engines.

Purchase & Installation \$37,800



**Replace
Docks 12 & 13**

In accordance with the 2011 Joint Powers Agreement modification, the District is required to replace Docks 12, 13, & 14 and evaluate Dock 16. For the 2019/20 Fiscal Year the following costs are budgeted.

Dock 12 Construction \$1,400,000
Dock 13 Design/Engineering \$200,000



**40,000 sq. ft.
Commercial Parcel
for Marina Related
Use**

In accordance with the 2011 Joint Powers Agreement modification, the District is entitled to 40,000 s.f. of development for District use when the Development Project conveyance occurs. The District anticipates a need for professional planning, specifications and engineering to help develop this parcel to its full potential.

Design/Engineering \$100,000



2019/20 Capital Improvement Plan- Pillar Point Harbor



Surfers Beach Sand

District Consultant is working closely with staff and other agencies to move this project forward. A DBW grant was approved by the Board on 5/23/18 to partially fund this project. Technical Specifications and permitting is in progress.

Construction \$2,000,000
DBW Grant \$(800,000)



Fishing Pier Repair

The PPH Fishing Pier has suffered substantial erosion in places along its breakwater foundation support. Rip rap must be replaced before structural damage occurs. The decking and safety hand railings around the circumference of the pier will also be repaired and/or replaced to become ADA compliant.

Construction \$1,000,000



**Launch Ramp Restroom/
Boat Wash/ Ramp
Improvements**

The restrooms at the PPH launch ramp improvements are over 20 years old and are in poor condition. The restroom building is of modular construction and due to its poor condition, it is most cost effective to replace the entire building. A Consultant is working on design, engineering and permitting for the replacement.

Design/Engineering \$200,000



**Launch Ramp
Dredging**

This project was initiated in 2016 and approved for Disaster Relief Funding by FEMA/CalOES. The FAA approved a staging site within the airport boundary. A wetlands delineation study is in progress and bid documents were advertised March 2019.

Dredging	\$1,500,000
FEMA/CalOES	\$(1,500,000)



**Harbormaster
Building**

This project was approved by the Board at a 12/17 meeting. Preliminary construction drawings are expected to be completed and an Invitation to Bid will be released. A CCC/CDP waiver has been approved.

Construction	\$300,000
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**West Trail Erosion
Protection**

The PPH West Trail and adjacent bluffs have sustained substantial erosion. The District is investigating beach nourishment alternatives with an emphasis on Living Shoreline options. District Consultant is working with Program Manager on Coastal Conservancy grant funding.

Construction	\$1,500,000
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Parking Lots B, C2, C3

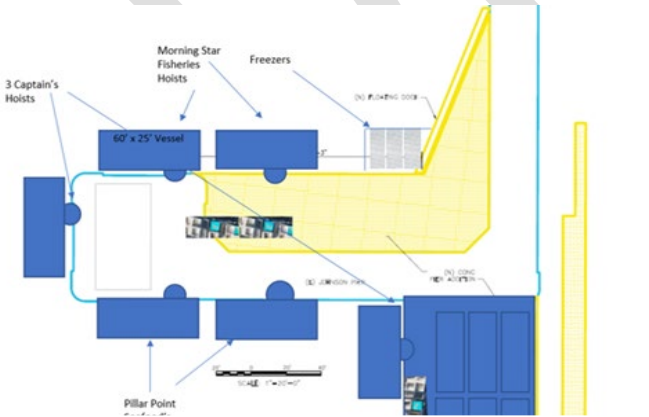
Slurry & stripe parking Lots B, C2 & C3. Polices for RV use in parking lot is expected to be vetted before this project will be started.

Construction \$400,000



Johnson Pier H-Dock Replacement

The PPH H-Dock has outlived its serviceable life. The dock has been repaired multiple times over the years and needs replacement. This project is combined with the Johnson Pier Terminus Project depicted below.



Johnson Pier Terminus & Fuel Dock Replacement

Design/Engineering consultant has been hired to work on the Johnson Pier Terminus, Fuel Dock Replacement and H-Dock Replacement. The projects have been combined so that programmatic permitting is cost efficient. Consultant will also assist in developing grant opportunities.

Design/Engineering \$1,130,000



Five-Year Projected Working Capital

	Actual	Projections					
	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24
Operating Revenues	\$ 4,382,844	\$ 3,327,000	\$ 3,427,000	\$ 3,529,810	\$ 3,635,704	\$ 3,744,775	\$ 3,857,119
Non-Operating Revenues	7,390,679	7,444,000	7,564,000	7,715,280	7,869,586	8,026,977	8,187,517
Total Revenues	11,773,523	10,771,000	10,991,000	11,245,090	11,505,290	11,771,753	12,044,636
Salaries/Wages/Benefits Expenditures	4,575,543	7,252,000	5,270,000	5,533,500	5,810,175	6,100,684	6,405,718
Non-Personnel Expenditures	2,414,356	3,962,700	3,080,000	3,744,000	3,059,700	3,552,685	2,858,819
Capital Expenditures	3,008,770	3,259,085	7,935,800	12,475,000	5,750,000	3,250,000	3,016,000
Total Expenditures	9,998,669	14,473,785	16,285,800	21,752,500	14,619,875	12,903,369	12,280,537
Total Revenues less Expenditures	1,774,854	(3,702,785)	(5,294,800)	(10,507,410)	(3,114,585)	(1,131,616)	(235,902)
Working Capital- Begin Balance	16,659,782	18,434,636	14,731,851	9,437,051	(1,070,359)	(4,184,944)	(5,316,560)
Working Capital- End Balance	\$ 18,434,636	\$ 14,731,851	\$ 9,437,051	\$ (1,070,359)	\$ (4,184,944)	\$ (5,316,560)	\$ (5,552,462)

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Policies and Definitions

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District Policies and Guidelines

Reserve Policy

The District's reserve policy establishes a minimum level at which the District's reserve balance is to be maintained. The District believes that sound financial management principles includes anticipating and preparing for future funding requirements as well as unforeseen and unexpected emergencies, disasters, other events. The limits defined in the District's Reserve Policy is intended to "maintain a prudent level of financial resources to protect against reducing service levels or raising fees because of the temporary revenue shortfalls or unpredicted one-time expenditures" (recommended Practice 4.1 of the National Advisory Council on State and Local Budgeting). In addition, this policy is intended to document the appropriate Reserve level to protect the District's credit worthiness.

The term "Reserve" in this instance refers only to the portion of Working Capital that is intended to provide stability and respond to unplanned events or opportunities. The term "Working Capital" is an accounting term defined as current assets less current liabilities in Enterprise funds.

The District will maintain a minimum of 20% of annual revenue projections or \$2,422,400 for 2019/20 Budget Year per Reserve Policy 4.4.3.

Investment Policy

The District's Investment Policy is in compliance with California Government Code 53600. When investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds, the primary objectives of the investment activities, in priority order, shall be:

- **Safety:** Safety of principal is the foremost objective of the investment program. Investments of the District shall be undertaken in a manner that seeks to ensure the preservation of the capital in the overall portfolio. To attain this objective, diversification is required so that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.
- **Liquidity:** The investment portfolio will remain sufficiently liquid to enable the District to meet all the operating requirements, which might be reasonably anticipated.
- **Return on Investments:** The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and the cash flow characteristics of the portfolio.



Debt Management Policy, Capacity, and Issuance

The District will be fiscally prudent and in compliance with state and federal law. California Harbors and Navigation Code Section 6077 prescribes that the bonded indebtedness of the District not exceed 15% of the assessed value of property within the District. To issue bonds that require additional property tax assessments, the bond proposition must pass with two-thirds of the voting electors approving such proposition. The District's gross assessed value of property for July 1, 2018 through June 30, 2019, is about \$211.2 billion (per County's Tax Rate Book), making the debt limit approximately \$31.7 billion.

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Budget by Department

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Administration

	Last Year 2017/18		Current Year 2018/19		Fiscal Year 2019/20
	Revised Budget	Actual	Revised Budget	Projected	Preliminary Budget
Non-Operating Revenues:					
Property Taxes	\$ 1,366,827	\$ 894,350	\$ 2,789,053	\$ 2,577,615	\$ -
Interest Income	53,300	235,347	186,245	300,000	275,000
Miscellaneous Revenues	5,000	39,031	-	-	-
Grants & Reimbursements	-	-	-	-	-
Total Non-Operating Revenues	1,425,127	1,168,728	2,975,298	2,877,615	275,000
Total Revenues	\$ 1,425,127	\$ 1,168,728	\$ 2,975,298	\$ 2,877,615	\$ 275,000
Operating Expenditures:					
Salaries/Wages/Benefits Expenditures					
Salaries & Wages	\$ 920,466	\$ 856,145	\$ 1,100,397	\$ 991,000	\$ 1,142,000
Benefits-Current Employees	455,218	389,791	475,574	456,000	525,000
Benefits-Retired/Former Emp	24,983	15,959	16,635	17,000	17,000
CalPERS Liability Payment	-	-	667,000	667,000	-
Salary/Benefits Sub-total	1,400,667	1,261,895	2,259,606	2,131,000	1,684,000
Non-Personnel Expenditures					
Payments to Other Agencies	69,000	59,037	900,000	920,000	65,000
Contract Services	113,000	125,476	236,500	200,000	210,000
Legal	424,000	169,526	279,000	120,000	126,000
Property/Liability Insurance	22,000	40,673	61,800	50,000	53,000
Repairs & Maint- Routine	3,500	3,032	3,400	3,400	4,000
Office/Equipment Rentals	91,500	91,500	98,400	94,800	100,000
Information Technology	147,000	62,080	93,800	48,000	50,000
Financial Service Fees	2,000	505	700	700	1,000
Operating Expenses	49,750	31,669	25,100	25,100	26,000
Travel and Training	27,000	29,784	39,900	26,000	27,000
Advertising and Promotion	6,000	3,824	4,400	4,400	5,000
Personnel Administration	6,000	1,295	15,100	35,000	37,000
Memberships & Subscriptions	9,000	16,353	19,500	30,000	32,000
Claims Settlement	10,000	-	10,000	275,000	100,000
Miscellaneous Expend.	750	290	-	-	-
Non-Personnel Expend Sub-total	980,500	635,044	1,787,600	1,832,400	836,000
Total Expenditures	\$ 2,381,167	\$ 1,896,939	\$ 4,047,206	\$ 3,963,400	\$ 2,520,000
Capital Expenditures	80,000	24,136	1,010,000	1,526,000	400,000
Revenues less Expenditures	\$ (1,036,040)	\$ (752,347)	\$ (2,081,908)	\$ (2,611,785)	\$ (2,645,000)



Pillar Point Harbor

	Last Year 2017/18		Current Year 2018/19		Fiscal Year 2019/20
	Revised Budget	Actual	Revised Budget	Projected	Preliminary Budget
Operating Revenues:					
Berth / Slip Fees	\$ 2,069,118	\$ 1,931,592	\$ 1,950,000	\$ 1,950,000	\$ 2,009,000
Leases and CAPs	450,000	461,374	509,000	430,000	430,000
RV Lot /Launch Fees	232,118	215,596	234,378	234,000	234,000
Events	30,000	39,977	50,000	20,000	20,000
Grants & Reimbursements	55,000	76,587	138,300	138,300	138,300
Other Operating Revenue	67,000	64,993	74,100	67,000	67,000
Total Operating Revenues	2,903,236	2,790,119	2,955,778	2,839,300	2,898,300
Non-Operating Revenues:					
Property Taxes	3,590,102	4,587,564	3,189,863	3,133,200	5,713,000
Miscellaneous Revenues	-	3,150	10,000	4,000	4,000
Grants & Reimbursements	-	116,612	1,000,000	-	-
Total Non-Operating Revenues	3,590,102	4,707,326	4,199,863	3,137,200	5,717,000
Total Revenues	\$ 6,493,338	\$ 7,497,445	\$ 7,155,641	\$ 5,976,500	\$ 8,615,300
Operating Expenditures:					
Salaries/Wages/Benefits Expenditures					
Salaries & Wages	\$ 1,339,424	\$ 1,203,533	\$ 1,427,486	\$ 1,313,000	\$ 1,357,000
Benefits-Current Employees	764,970	667,421	774,065	722,000	746,000
Benefits-Retired/Former Emp	84,897	74,328	77,000	77,000	77,000
CalPERS Liability Payment	-	-	938,400	938,400	-
Salary/Benefits Sub-total	2,189,291	1,945,282	3,216,951	3,050,400	2,180,000
Non-Personnel Expenditures					
Utilities	237,000	268,515	336,200	270,000	284,000
Contract Services	133,000	246,615	184,000	200,000	210,000
Legal	33,000	95,655	92,000	340,000	307,000
Property/Liability Insurance	56,000	23,377	23,300	26,000	27,000
Repairs & Maint- Routine	120,000	67,103	169,100	200,000	210,000
Information Technology	60,000	48,087	40,600	32,000	34,000
Financial Service Fees	37,800	34,461	43,900	46,000	48,000
Operating Expenses	102,300	106,956	104,700	128,000	134,000
Travel and Training	16,000	10,979	4,700	12,000	13,000
Advertising and Promotion	5,000	8,214	8,000	20,000	21,000
Personnel Administration	8,000	222	500	3,000	3,000
Vessel Destruction	55,000	96,691	138,300	138,300	138,300
Memberships & Subscriptions	500	338	400	2,000	2,000
Bad Debts	25,000	52,066	90,200	32,000	34,000
Miscellaneous Expend.	9,500	6,005	500	2,000	2,000
Non-Personnel Expend Sub-total	898,100	1,065,284	1,236,400	1,451,300	1,467,300
Total Expenditures	\$ 3,087,391	\$ 3,010,566	\$ 4,453,351	\$ 4,501,700	\$ 3,647,300
Capital Expenditures	5,603,566	2,729,001	7,290,000	1,444,800	5,798,000
Revenues less Expenditures	\$ (2,197,619)	\$ 1,757,878	\$ (4,587,710)	\$ 30,000	\$ (830,000)



Oyster Point Marina

	Last Year 2017/18		Current Year 2018/19		Fiscal Year 2019/20
	Revised Budget	Actual	Revised Budget	Projected	Preliminary Budget
Operating Revenues:					
Berth / Slip Fees	\$ 1,380,098	\$ 1,326,254	\$ 1,377,000	\$ 1,377,000	\$ 1,418,000
Leases and CAPs	139,000	170,517	102,000	122,000	122,000
RV Lot /Launch Fees	13,588	22,489	15,622	16,000	16,000
Events	-	(750)	2,000	2,000	2,000
Grants & Reimbursements	55,000	42,501	336,700	61,700	61,700
Other Operating Revenue	33,000	31,714	25,900	30,000	30,000
Total Operating Revenues	1,620,686	1,592,725	1,859,222	1,608,700	1,649,700
Non-Operating Revenues:					
Property Taxes	1,543,071	1,524,886	1,161,084	1,429,185	1,572,000
Misc. Rev./(Exp.)	5,000	(12,753)	-	-	-
Grants & Reimbursements	-	2,492	-	-	-
Total Non-Operating Revenues	1,548,071	1,514,625	1,161,084	1,429,185	1,572,000
Total Revenues	\$ 3,168,757	\$ 3,107,350	\$ 3,020,306	\$ 3,037,885	\$ 3,221,700
Operating Expenditures:					
Salaries/Wages/Benefits Expenditures					
Salaries & Wages	\$ 880,624	\$ 890,767	\$ 1,043,258	\$ 896,000	\$ 916,000
Benefits-Current Employees	418,571	419,935	477,369	421,000	431,000
Benefits-Retired/Former Emp	80,329	57,664	58,522	59,000	59,000
CalPERS Liability Payment	-	-	694,600	694,600	-
Salary/Benefits Sub-total	1,379,524	1,368,366	2,273,749	2,070,600	1,406,000
Non-Personnel Expenditures					
Utilities	118,000	146,842	169,800	80,000	154,000
Contract Services	177,000	193,556	191,000	180,000	203,000
Legal	27,000	68,277	113,400	90,000	72,000
Property/Liability Insurance	36,000	28,887	29,100	32,000	32,000
Repairs & Maint- Routine	86,000	60,313	105,200	75,000	80,000
Information Technology	29,000	31,927	33,300	28,000	34,000
Financial Service Fees	21,400	28,019	28,700	27,000	29,000
Operating Expenses	51,200	52,536	54,800	60,000	55,000
Travel and Training	14,000	12,691	11,700	8,000	13,000
Advertising and Promotion	5,000	3,515	8,000	6,000	4,000
Personnel Administration	14,000	1,436	1,500	1,500	2,000
Vessel Destruction	55,000	50,170	61,700	61,700	61,700
Memberships & Subscriptions	500	850	400	400	1,000
Bad Debts	25,000	27,052	11,400	25,400	28,000
Miscellaneous Expend.	2,000	7,957	16,200	4,000	8,000
Non-Personnel Expend Sub-total	661,100	714,028	836,200	679,000	776,700
Total Expenditures	\$ 2,040,624	\$ 2,082,394	\$ 3,109,949	\$ 2,749,600	\$ 2,182,700
Capital Expenditures	1,805,934	255,633	2,107,500	288,285	1,737,800
Revenues less Expenditures	\$ (677,801)	\$ 769,323	\$ (2,197,143)	\$ -	\$ (698,800)

Resolution No.19-08
of the
San Mateo County Harbor District
to
Adopt the Preliminary Budget for Fiscal Year 2019-2020
Operating and Capital Budget

Whereas, §6093, §6093.1, §6093.2, and §6093.3 of the California Harbors and Navigation Code provides procedures for “Adoption of Preliminary and Final Annual Operating and Capital Budget by the San Mateo County Harbor District”; and

Whereas, the Board of Harbor Commissioners desires to adopt the Preliminary Fiscal Year 2019/20 budget in accordance with the Harbors and Navigation Code; and

Whereas, the Board of Harbor Commissioners of the San Mateo County Harbor District must set a time and place for the public hearing on the adoption and fixing of a Final Integrated Fiscal Year 2019/20 Budget.

NOW, THEREFORE BE IT RESOLVED that the Board of Harbor Commissioners of the San Mateo County Harbor District does hereby adopt the Preliminary Budget for Fiscal Year 2019/20 as contained in the budget document attached and incorporated by reference as part of this Resolution; and which further reflects revisions and amendments, if any, as approved by this Commission; and

BE IT FURTHER RESOLVED that after publication of notice, the Board of Harbor Commissioners will meet at 6:30 PM, June 19, 2018 at the San Mateo County Harbor District, Conference Room, 504 Avenue Alhambra, Ste. 200, El Granada, California, for the purpose of hearing from any taxpayer wishing to appear and be heard regarding budget items, after which the Board of Harbor Commissioners may fix the final budget.

Approved this 17th day of April 2019 at the regular meeting of the Board of Commissioners by a recorded vote as follows:

For:

Against:

Absent:

Abstention:

Attested

BOARD OF HARBOR COMMISSIONERS

Debbie Gehret
Deputy Secretary

Sabrina Brennan
President



Staff Report

TO: Board of Harbor Commissioners

FROM: Anita Pyle, Interim Director of Operations

DATE: April 17, 2019

SUBJECT: Surfers Beach Replenishment Pilot Project Update and Proposal;
Presentation

Recommendation/Motion:

Motion: Receive project update and authorize the Interim General Manager to execute a Professional Services Agreement with consultant Damitz for an amount not to exceed \$56,000 to complete project management for the Surfers Beach Replenishment Pilot Project.

Policy Implications:

Consistent with the District's goal to use excess sediment build-up from within the Harbor for beneficial re-use on Surfers Beach.

Fiscal Implications/Budget Status:

FY 18/19 budget includes \$920k for the Launch Ramp Dredging/Surfers Beach Replenishment projects at Pillar Point Harbor. Board authorized Ocean Protection Council (OPC) grant funding of \$75k for the Surfers Beach Replenishment Pilot Project design/engineering at the October 2016 Board meeting. An agreement with consultant Damitz was executed in October 2015 to assist in design/engineering/permitting, subject to the grant funding. Additional design/engineering/permitting challenges have exhausted these funds and consultant Damitz now needs \$56,000 to continue efforts through project completion.

Background/Discussion:

The goal of the Surfers Beach Replenishment Pilot Project is to remove sediment which has built up inside the Pillar Point Harbor (PPH) outer breakwater and move it to Surfers Beach for beneficial re-use. In addition to addressing coastal erosion and public access issues at Surfers Beach, this project would also address the issues associated with the shoaling that has occurred inside of the Harbor since the outer breakwater was constructed.

Surfers Beach has suffered from significant beach erosion attributed, at least partly, to the construction of the PPH breakwater. The Board of Harbor Commissioners approved this pilot project at the October 7, 2015 meeting. Pursuant to that approval, the District executed an agreement with consultant Brad Damitz for phase one, which is to obtain grant funding to support beach replenishment at Surfers Beach in the amount of \$50,000. Consultant Damitz was able to successfully apply for funding through the OPC for the necessary planning, engineering and design, environmental studies, and regulatory compliance/permitting to cover project management costs to date (approximately \$26K is currently remaining from the OPC grant funds). The Board approved the acceptance of the \$75,000 OPC grant at the October 2016 Board meeting.



Photo showing the proposed Surfers Beach placement area

Damitz was able to successfully obtain a grant from the Division of Boating and Waterways (DBW) for \$800k for project construction and monitoring costs. This includes sediment placement on Surfers Beach of up to 75,000 cubic yards of clean sand excavated from inside the outer breakwater at Pillar Point Harbor. It will also fund a physical and ecological monitoring program during and after the construction phase to meet requirements of permitting agencies and to gather additional data that could be used in designing an ongoing opportunistic beach nourishment program.

Since the initial contract was issued in 2015 Damitz has led the project management, coordinating with District staff and contractors to accomplish the following:

- Secured grant funding for the project totaling \$875,000.
- Collaborated with GFNMS to identify acceptable project parameters.
- Identified all permitting requirements and conducted permitting workshops and site visits.
- Coordinated with USACE to model a variety of project design scenarios
- Identified a project design preferred alternative and worked with engineers to develop permitting level design plans.
- Conducted extensive stakeholder outreach including more than 12 presentations.
- Developed RFPs for engineering and sediment sampling and analysis services and issued contracts for services.

However, additional work needs to be completed to move the project forward through the planning process and implementation, as detailed in the attached proposal from Damitz. In addition to the prior project management fees, other costs to date for the project include:

- Contract to Kinnetic Labs Inc. for \$31,000 for sediment sampling and analysis
- Contract to ESA for engineering services for \$105,000.

Potential additional future project soft costs include:

- Complete eelgrass surveys to map beds and pre and post project surveys.
- Bathymetry and beach profile surveys.
- Other required surveys and studies required by permitting agencies.

Summary/Recommendation:

Staff recommends the Board approve a proposal from consultant Damitz for an amount not to exceed \$56,000 to complete project management and permitting work associated with the completion of the Surfers Beach Replenishment Pilot Project.

Attachments:

- [Project Update PPT Presentation](#)
- [Proposal for Project Management Services – Surfers Beach Replenishment](#)

Pilot Surfers Beach Restoration Project



**Brad Damitz, Consultant to San Mateo County Harbor District
Board of Harbor Commissioner's Meeting
April 17, 2019**

Project Planning Process

- Planning Phase includes the following components:
 - Stakeholder collaboration and public outreach process
 - Project design and engineering
 - Environmental review
 - Permitting and agency consultation
 - Biological and physical monitoring design/planning
- Planning Phase officially began in July 2017 and will continue until project implementation.



Accomplishments to Date

Stakeholder collaboration and public outreach process

- Extensive outreach, including over 12 formal presentations about the project.
- Convened Technical Advisory Group for input on project design and engineering.
- Many meetings with local jurisdictions and agencies.

Project design and engineering

- Received input from agencies and municipalities.
- Evaluated a list of potential design options.
- Developed RFP and contracted for engineering services.
- Collaborated with USACE for computer modelling of project design scenarios.

Environmental review

- Compiled and reviewed existing literature and studies.
- Developed RFP and contracted for sediment sampling and analysis.
- Completed eelgrass mapping survey.

Accomplishments to Date

Permitting and agency consultation

- Identified all permitting requirements.
- Extensive Collaboration with with NOAA—GFNMS/MBNMS.
- Meetings with local jurisdictions and agencies to discuss permitting requirements and address potential concerns.
- Permitting Workshops and Site Visits, attended by agency and municipality officials.

Biological and physical monitoring design/planning

- Held meetings/workshop with agencies to develop monitoring program specifics.
- Developed a list of Monitoring Questions in collaboration with agency staff.
- Coordinated with USGS to conduct initial “pre-baseline” bathymetric/ topographic survey.



Project Funding

- In February 2016, the District submitted a grant application to Division of Boating and Waterways for \$800,000 to fund the Project implementation (construction and monitoring).
- In April 2016, the District submitted a funding request to *California Ocean Protection Council* (OPC) for a \$75,000 Prop 84 grant to help pay for the Project Planning Phase.



Project Costs

Costs to date:

- Engineering contract to ESA to complete all project engineering services: total of \$105,000.
- Contract to Kinnetic Labs Inc. for sediment sampling and analysis for total of \$31,000
- Contract to Damitz for initial project management and grant funding for total of \$50,000.

Additional Project Soft Costs

- Proposed project management services by Damitz, to complete project, not to exceed \$56,000.
- Complete additional eelgrass surveys to map beds and pre and post project surveys.
- Complete bathymetry and beach profile surveys.
- Complete other required surveys and studies required by permitting agencies.



PROJECT MANAGEMENT FOR PILOT SURFERS BEACH RESTORATION PROJECT:

**Proposal prepared by Brad Damitz
For San Mateo County Harbor District (District)
April 8, 2019**

Project Background:

This proposal is to complete all aspects of project management for the completion of the Surfers Beach Restoration Pilot Project (project) and obtain long-term permits for Pillar Point outer harbor dredging (including launch ramp maintenance dredging). More information about the project is available on the District website at: <https://www.smharbor.com/surfers-beach-project>

Proposed Scope of Work:

A. Stakeholder Collaboration and Public Outreach:

1. Facilitate and coordinate Technical Advisory Group
 - Prepare for meetings and develop necessary meeting materials (PowerPoint presentation, handouts). Send out invites and coordinate RSVPs.
 - Facilitate meetings and conduct follow up activities (e.g. summary notes, action items, etc.)
 - Solicit input and review individually from TAG members
2. Meetings with stakeholders:
 - Discuss opportunities for collaboration in Project planning and implementation (HMB, County of San Mateo, Caltrans).
 - Ensure partners are aware of plans, and have opportunity to be involved, and
 - Discuss potential for cost-sharing.
3. Coordinate outreach to general public:
 - Maintain an overall outreach list and send out meeting announcements, updates, etc. as needed (e.g. when CEQA docs are available for review, etc.).
 - Participate in four (4) Climate Change Resilience Public Meetings to provide project updates and solicit input
 - Provide update presentations at District Board meetings, including three (3) during project planning and one following project construction.
 - Hold one (1) public workshop at HMBYC
 - Regularly update District's Surfers Beach project webpage

Not to exceed 110 hours @\$100/hr. rate = \$11,000

B. Permitting and Agency Consultation:

1. Collaborate with permitting agencies and technical contractors to acquire all necessary permits and consultations including: Monterey Bay and Greater Farallones National Marine Sanctuaries; U.S. Army Corps of Engineers; U.S. Environmental Protection Agency; National Marine Fisheries Service; U.S. Fish and Wildlife Service; California Coastal Commission; California State Lands Commission; California Department of Fish and Wildlife; San Francisco Regional Water Quality Control Board; Caltrans; County of San Mateo, and; City of Half Moon Bay.
2. Convene permitting site visits as needed with permitting agency staff to address permitting requirements, establish acceptable project parameters, and identify effective mitigation measures.
3. Collaborate with agencies to pursue a more comprehensive long-term permitting approach to maintenance dredging at the Boat Launch Ramps including applications for multi-year permits from Army Corps of Engineers and Coastal Commission.
4. Complete and submit necessary reports and provide follow-up information to permitting agencies as required in permit special conditions.

Not to exceed 210 hours @\$100/hr. rate = **\$21,000**

C. Environmental Documentation:

1. Oversee and coordinate CEQA process to meet all requirements for Project permitting and implementation. If necessary, coordinate with SMCHD staff to contract out completion of the Initial study/Negative Declaration or MND.
2. Coordinate other necessary studies, surveys, etc. needed for permitting process and Project completion:
 - Eelgrass surveys completed pre and post construction
 - Sediment sampling & analysis.
 - Biological Assessment and other surveys.

Not to exceed 60 hours @\$100/hr. rate = **\$6,000**

D. Project Monitoring:

1. Work with permitting and natural resource agencies to determine requirements and protocols for monitoring.
2. Collaborate with biologists, geologists, regulatory agency staff and other experts to develop an ecological and physical monitoring plan for the Project.
3. Ensure contracts are in place for conducting physical and biological monitoring prior to project construction.

Not to exceed 30 hours @\$100/hr. rate = **\$3,000**

E. Project Management:

1. Maintain a detailed work plan and master timeline/project schedule that lays out the specific tasks and milestones of the planning phase through project construction and post-construction monitoring.

2. Coordinate with San Mateo County Harbor District Board of Harbor Commissioners on all aspects of the project.
 3. Coordinate with California Coastal Sediment Management Workgroup (CSMW) to provide updates and solicit input on Project planning. Attend CSMW meetings as necessary.
 4. Coordinate with ESA engineers, regulatory agencies, and District staff to further develop project design and plans.
 5. Conduct individual meetings/interviews with technical experts to obtain initial design input and Project guidance.
 6. Coordinate pre and post construction bathymetric surveys.
- Not to exceed 40 hours @\$100/hr. rate = **\$4,000**

F. Invitation for Bids (bid documents) and construction coordination:

1. Work with District staff and engineering consultant to finalize technical specifications and complete all bid documents.
2. Coordinate with/assist District and PPH staff to complete the Public Bid process, including developing necessary documents to solicit proposals, responding to inquiries and developing addenda, distributing bid documents, coordinating pre-bid meeting/site visit.
3. Conduct project oversight to ensure that contractors are complying with all permit conditions and the requirements in the District's contract. (including: submitting Notice of Intent to Commence On-Site Work, reviewing BMPs, meeting reporting requirements, etc.). Visit site prior to, during, and after construction activities as necessary for documentation and to ensure permitting requirements are being met.

Not to exceed 60 hours @ \$100/hr. rate = **\$6,000**

G. Explore and recommend funding sources and pursue grants

1. Identify promising funding sources and support District staff in applying for grant funding to support project planning and construction.
2. Explore opportunities for cost-sharing with other jurisdictions and potential project beneficiaries including San Mateo County, Half Moon Bay, and Caltrans.

Not to exceed 50 hours @ \$100/hr. rate = **\$5,000**

Total proposed contract cost Not to Exceed: \$56,000



Staff Report

TO: Board of Harbor Commissioners

FROM: Anita Pyle, Interim Director of Operations

DATE: April 17, 2019

SUBJECT: Pillar Point Harbor Launch Ramp Dredge Project Update and Proposal Consideration; Presentation

Recommendation/Motion:

Motion: Receive project update and authorize the Interim General Manager to execute a Professional Services Agreement with consultant Damitz for an amount not to exceed \$47,700 for continued project management services for the Pillar Point Harbor Launch Ramp Dredge Project.

Policy Implications:

Consistent with the San Mateo County Harbor District's (District) mission to provide a safe and well-maintained Harbor.

Fiscal Implications/Budget Status:

FY 18/19 approved budget allocates \$920k for the Launch Ramp Dredging Services and Surfers Beach Replenishment Projects at Pillar Point Harbor (PPH). In addition, FEMA/CalOES has committed to emergency funding for this debris removal dredge episode, as the sediment accumulation was a direct result of a declared emergency stemming from the historic Feb 2017 storms. The District may be responsible for a 10% cost share, which may be offset by staff hours spent on this Project.

Background:

In May 2016 the District entered into a Professional Services Agreement with consultant Brad Damitz for an amount not to exceed \$22,500 to coordinate a routine maintenance dredge episode at the PPH Launch Ramp. Consultant Damitz was also working with the District in efforts to identify funding for the Surfers Beach Sand Replenishment Pilot Project. Because the sand accumulation at the launch ramp was not severe and Damitz was able to procure an Ocean Protection Council (OPC) Grant for soft cost funding for the Surfers Beach Pilot Project, it was decided that it would be most efficient to partner the two projects if possible, as the sand to be removed from the launch ramp area could be used to replenish Surfers Beach.

The historic severe storm events which occurred in Feb of 2017 caused part of the launch ramps to be covered in sand very rapidly. The storms were deemed qualified for emergency disaster relief funds from FEMA/CalOES. Therefore, staff and Damitz worked to apply for debris removal emergency grant funding and were awarded up to \$395,504 for reimbursement. Staff have already successfully submitted invoices for FEMA/CalOES reimbursement and will continue to do so. Costs for above proposed Professional Services Agreements, construction/dredging and debris/sediment removal/storage will be submitted for reimbursement by FEMA/CalOES emergency grant funding.



Photo showing shoaling at the PPH Boat Launch Facility

Damitz then began the permitting process and set to work on identifying a temporary staging site for sand removed from launch ramp so that it could later be used for beach nourishment at Surfers Beach. Due to unanticipated tasks and unexpected circumstances associated with the project, additional funding was needed to advance the Project, and Damitz was awarded and \$13,993 in February of 2018 to continue additional sediment testing, permitting coordination, and stockpile site negotiation work. To date, all dredging/stockpile permit applications have been submitted and the required environmental documentation has been completed, including eelgrass surveys, bathymetric surveys, wetland delineations, and sediment sampling and analysis. A

stockpile site at HMB Airport has been secured and permitted. The project Invitation for Bids was issued, and bids are set to close on May 1, 2019.

Summary/Recommendation:

Staff recommends the Board approve a motion to authorize the Interim General Manager to execute a Professional Services Agreement consultant Damitz for an amount not to exceed \$47,700 for continued project management services for the boat launch ramp dredging, stockpiling and for stockpile relocation and opportunistic beach nourishment project as described in the attached proposal.

Attachments:

- [Project Update PPT Presentation](#)
- [Proposal for Project Management Services – Launch Ramp Dredging](#)



Update on Pillar Point Harbor Boat Launch Ramp Maintenance Dredging

Brad Damitz, Consultant to San Mateo County Harbor District

Board of Harbor Commissioner's Meeting

April 17, 2019

PPH Boat Launch Ramp TIMELINE

- **1992** Launch Ramps built with CA Department of Boating and Waterways grant funding.
- **1998 and 2006** Ramps required “emergency” dredging in 1998 and 2006 without permits.
- **2013** Maintenance dredging completed in 2013.
- **August 2016** Launch ramp bathymetry is surveyed—no dredging needed.
- **February 2017** Severe storms result in sand from Deer Creek outfall shoaling on launch ramps.
- **March 2017** sand buildup on ramps discovered when boat trailer gets stuck on ramp. As a result 3 of the 6 launch points closed off by PPH staff.

Pillar Point Harbor Boat Launch Ramps





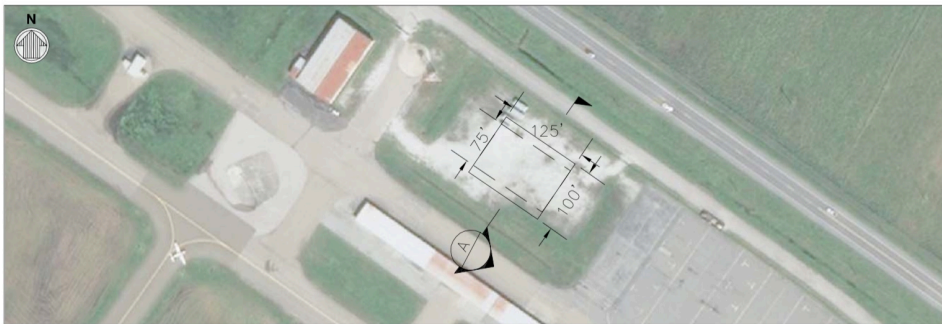


Pillar Point Harbor Boat Launch Ramp Maintenance Dredging

- **Phase 1 of project:** Complete dredging at launch ramps and stockpiling at HMB Airport
- **Phase 2 of project:** Relocate sand stockpile to beach for opportunistic beach nourishment project

Updates and Accomplishments Phase 1:

- Stockpile site secured at HMB Airport. County permits and agreements completed.
- All permit applications submitted and completed.
- Coastal Commission CDP issued on 4/10/2019 for dredging and 5 years of “knock-downs”.
- Construction plans and technical specs completed.
- Environmental review process completed.
- Dredging/stockpiling project out to bid!



A PLAN
SCALE: 1" = 160' HORIZ



Next Steps Phase 2: Beach Nourishment

- Identify a beach nourishment receiver site that is acceptable by regulatory agencies and the public.
- Proceed with permitting for Phase 2.
- Complete necessary studies and documentation.
- Work with engineer to complete construction plans and technical specs.
- Prepare Bid Docs and select contractor.
- Complete construction management coordination/oversight.



Contact Information:

Brad Damitz

415-259-5766; brad.damitz@me.com



PROPOSAL FOR PILLAR POINT HARBOR BOAT LAUNCH RAMP DREDGING, STOCKPILING, AND OPPORTUNISTIC BEACH NOURISHMENT PROJECT MANAGEMENT

**Proposal prepared by Brad Damitz
For San Mateo County Harbor District
4/07/2019**

1. Project Background:

This proposal is to complete all aspects of project management for both the current maintenance dredging and stockpiling project (Phase 1) and the future relocation of the sand and opportunistic beach nourishment project (Phase 2). All costs for this proposed project management work are fully reimbursable by FEMA.

Phase 1 includes all aspects of project management required for completing the sediment dredging, handling and stockpiling processes. This includes overseeing the permitting and bid processes, coordinating necessary surveys/studies (e.g. pre and post-dredging bathymetric surveys, eelgrass survey, etc.), coordinating with County and HMB Airport staff, and overseeing the selected contractor's work to ensure all work is being done in accordance with permits and the District's construction plans and technical specification. Proposed tasks to be completed as part of Phase 1 are detailed below in section 2 of this proposal.

Phase 2 includes the process of identifying a beach nourishment receiver site that is acceptable by regulatory agencies and the public and transferring the sand from the stockpile site to the final receiver site. The proposed work to complete Phase 2 (detailed below) includes a new round of permitting, design/engineering, environmental review, and construction oversight. Proposed tasks to be completed as part of Phase 2 are detailed below in section 3 of this proposal.

2. Phase 1 Proposed Tasks:

The following proposed tasks are required to complete the current phase of the project (Dredging of Ramps and Sediment Stockpile at HMB Airport):

Permitting: This task includes completion of the permitting process for Phase 1 of the project, including: conduct all the required agency coordination and permitting agency site visits, submit required documentation, respond to staff inquiries, and post-construction follow up and reporting.

Not to exceed 80 hours @ \$75/hr. = **\$6,000**

FEMA Coordination: Continue to coordinate with CalOES and FEMA staff, to ensure proper reporting and that all requirements are met. Compile records and invoices and provide to District to submit to FEMA for reimbursement.

Not to exceed 8 hours @ \$75/hr. = **\$600**

Project Management and outreach: Respond to public inquiries about the project as needed. Provide updates and progress reports to District staff on the project. Meet with District staff to discuss project and solicit input and review. Provide update presentations as needed at Beach Replenishment Committee and Board of Harbor Commissioner meetings. Document and archive all records.

Not to exceed 40 hours @ \$75/hr. = **\$3,000**

Construction Management and Coordination: Conduct project oversight to ensure that contractors are complying with all permit conditions and the requirements in the District's contract. This will require coordination between District and PPH staff, the selected contractor, the permitting agencies and HMB Airport staff. Coordinate scheduling and logistics for project implementation. This task also includes responding to any issues with the sediment and stockpile site throughout the duration that the material is being stored.

Not to exceed 60 hours @ \$75/hr. = **\$4,500**

Total for Phase 1: \$14,100

3. Phase 2 Proposed Tasks:

As described above, Phase 2 includes the longer-term project to relocate the stockpiled sediment to an as of yet undetermined beach nourishment placement area, most likely either Surfers Beach or the West Trail inside Pillar Point Harbor. The following proposed tasks are included:

Beach nourishment receiver site selection and preparation: This task involves establishing a beach nourishment receiver site that is acceptable by regulatory agencies and the public. Options for potential receiver sites include Surfers Beach, West Trail, and Princeton Shoreline. Collaborate with engineer and District to develop site plans for placement. Arrange for and manage necessary surveys and studies, which could include: Biological Resources Assessment, sediment analysis and compatibility study, eelgrass/biological surveys, Wetland and Jurisdictional Delineation, bathymetry/topography surveys, etc.

Not to exceed 60 hours @75/hr. = **\$4,500**

Permitting and interagency coordination for placement of material: This task includes initiation through completion of the permitting process for Phase 2 of the project, including conducting all the required agency coordination, permitting site visits, identifying and applying for necessary permits and approvals, and conducting post-construction follow-up and reporting. Permits for beach placement are similar to those required for the dredging/ stockpiling component of this project, including: U.S. Army Corps of Engineers; U.S. Environmental Protection Agency; National Marine Fisheries Service; U.S. Fish and Wildlife Service; California Coastal

Commission; California State Lands Commission; California Department of Fish and Wildlife; San Francisco Regional Water Quality Control Board; County of San Mateo, and; City of Half Moon Bay.

Not to exceed 240 hours @ \$75/hr. = **\$18,000**

Coordination with FEMA and CalOES: Coordinate with CalOES and FEMA staff, to report on Phase 2 progress and plans and ensure that all requirements are met. Compile records and invoices and provide to District to submit to FEMA for reimbursement.

Not to exceed 8 hours @ \$75/hr. = **\$600**

Coordination and support of bid process: Work with District staff and engineering consultant to finalize technical specifications and all bid documents to hire a contractor to complete phase 2 of the project. Distribute bid docs and respond to inquiries and write addenda, as needed. Coordinate pre-bid conference. Coordinate with District staff to review bids and select contractor.

Not to exceed 40 hours @ \$75/hr. = **\$3,000**

Project Management and Outreach: Respond to inquiries about the project as needed. Provide updates and progress reports to District staff on the project. Meet with District staff to discuss project and solicit input and review. Provide update presentations and solicit input, as needed, at Board of Harbor Commissioner, Climate Change Resilience Committee, and other local meetings.

Not to exceed 50 hours @ \$75/hr. = **\$3,750**

Construction Management and Coordination: Conduct project oversight to ensure that contractors are complying with all permit conditions and the requirements in the District's contract. Ensure coordination between staff from the District and PPH. HMB Airport, the selected contractor, and permitting agencies.

Not to exceed 50 hours @ \$75/hr. = **\$3,750**

Total for Phase 2: \$33,600

Total proposed contract cost Not to Exceed: \$47,700



Activity Report

TO: Board of Harbor Commissioners
FROM: John Moren, Interim GM / Anita Pyle, Interim DO
DATE: April 17, 2019
PERIOD: March 2019

Pillar Point Harbor:

Construction Update & General Status Updates:

- Misc. maintenance work in progress throughout the marina
- Landscaping in facility

Miscellaneous:

- 77 Launches
- 6 Monthly RV's
- Marine Electrical Regulation Training
- Hazwoper Certification Refresher Training
- USCG Air Station SF Training
- Water Safety Assist with California State Parks LG Testing and Requalification Swims
- Seeking bids for Pillar Point Harbor Boat Launch Ramp Dredging sealed bids due by May 1, 2019.

- Currently recruiting for the position of Harbormaster A. Deadline for applications is Wednesday, May 15, 2019.
- Safety meetings

Occupancy Overview:

- Total occupancy: 98%, 369 slips, 364 occupied.

Search and Rescue Activity Highlights & Urgent Need Activities:

- 3/1 thru 3/31
 - 7 Search & Rescue
 - 28 Patrol Vessel & DHM Calls
 - 3 Medical Calls
 - 2 Fires (Dumpster and Portable Toilet)
 - 5 Law Enforcement Calls
 - 6 Environmental Resource Protection Calls
- 10 boats were removed from the water that were either beached or a hazard to the environment

EMS-Clean Marina Activities:

- Vessel inspections are ongoing
- Registration and Insurance enforcement
- Nonpayment enforcement
- Pacifica Beach Coalition beach clean-up collected 152lbs of trash, with District staff assistance, expanded efforts to Surfers Beach.



152 LBS OF TRASH PICKED UP AT PILLAR POINT HARBOR & SURFERS' BEACH



Volunteers happy to give back by helping the Ocean



Calendar Reminder Items of Events and Activities:

- Mavericks Challenge Surf Contest – Will not occur this year
- Sport Rock Fish Season Opens April 1st
- Commercial Crab Season will close early on April 15th

Oyster Point Marina/Park:

General Status & Construction Update

- Misc. maintenance work in progress throughout the marina
- SSF/Kilroy Development Project underway, HM Merlo attended monthly public project meeting
OPM continues on Generator Power. Kilroy contractor hopes to be off generator and on temp PG&E in April 2019.
- Winter prep. & Storm checks

Miscellaneous:

- Crew Training, continued to cross train with USCG and PPH staff. OPM staff trained with USCG Rescue Swimmers.



- King Tide events caused flooding and pedestrian access challenges. Extreme weather and sustained rains made flooding more intense.
- Registration, Liveboard and insurance enforcement & seaworthiness

Occupancy Overview:

- On 3/31/19 occupancy: 408 slips, 321 occupied, 78.5%

Search and Rescue Activity Highlights & Urgent Need Activities:

- 3/1 thru 3/31: 7 vessel activities, 1 Fire, 3 Police Business, 1 Coast Guard, 25 DHM Call Outs
- 2 SPCA, 1 Fish & Wildlife

EMS-Clean Marina Activities:

- Vessel inspections for new tenants and for seaworthiness of existing tenants are ongoing.

Calendar Reminder Items of Events and Activities:

- First aid and blood borne pathogens training 4/3/19.

Administration:

See related Staff Report for update on Capital Projects

District

- Executive Search firm RFP for GM concluded, hiring process has begun.

Grants

- Working with FEMA and CalOES for project funding assistance
- Continuing efforts to identify potential grant funding for all CIP's

ADA Coordinator

- Continued work on issues identified in the ADA Transition Plan/Self Evaluation. Incorporating CalOES "Strategies for Inclusive Planning Emergency Response" in our ERP. This addition to the ERP facilitates more comprehensive inclusion of planning for people with access and functional needs, including people with disabilities as well as other groups disproportionately impacted in emergencies.

District Training Officer, DHM Cary Smith

- SMCHD Deputy Harbormaster Recruitment and Testing (Outreach, Testing Metrics and Improvements to process)
- CEAP (Coastside Emergency Action Program) Monthly Meeting, CERT Team Work, DHM Smith Key Note Speaker
- Social Media Efforts: Assist with Media (Images and Messaging) Tours, Events
- Public Information Officer for Safety and Marine Related Education and Events
- Neptune Coalition Monthly Meetings (USCG Sector SF and Bay Area Allied Agencies)
- Citation Enhancement and Ordinance Code revision (Turbo Data)
- USCG Air Station SF on the water training
- Scheduling required recertification training
- DBW (BSEE) Boating Safety and Enforcement Equipment Grant: Work Shop and Grant
- DHM Training Matrix creation and ongoing record keeping
- Marine Flare Disposal Pilot Program with San Mateo County Environmental Health Planning and Outreach with OPMYC and HMBYC
- Surf Rescue and RWC Safety Training for the Surf Community
- Training Program development, updates and vision moving forward
- OE3 MOU Training requirements and Equivalent Training discussion
- Harbor Community based CERT Team research
- Emergency Notification research for Harbor Communities and Future Outreach
- Tsunami Preparedness and Table Top Training Planning for Administration and Operations
- Enhanced First Aid Certification and Upgraded Recertification
- Ordinance and Compliance Enhancement Research and Discussion

- Enhanced Allied Agency Training Opportunities on the Water OPMHP and PPHP
- San Mateo Public Safety Communications Updates and Enhancement Communications
- Other Meetings and Duties as assigned

Activities and Training:

- Allied Agency Training with PPHP/OPMHP and USCG
- HazWoper Recertification Training OPMHP and PPHP
- CPR/AED/Blood Bourne Pathogen Recertification Training OPMHP and PPHP
- Water Safety Assist with State Park Lifeguard Testing and Requalification Swims
- DBW Class Training Scheduling
- SDRMA Supervisor Safety Specialist Certification (Sacramento)
- Environmental Resource Protection and Hazardous Fluid Training Oakland
- Memorial Paddle (Chris Brown) Water Safety Support
- Half Moon Bay Disaster Preparedness Day/Event (May 4th)
- Fitzgerald Marine Reserve 50th Anniversary Festival (May 11th)

Future Objectives:

- Community Outreach (CPR instruction) Harbor and Surf Communities
- SMCHD Operations Training standardization
- SMCHD Patrol Boat Electronics Standardization
- SMCHD Water Based Recreational and Harbor Community Training
- SMCHD Enhanced Allied Agency Communications
- SMCHD Administration and Commission Safety and Boating Education Training
- SMCHD Operations Social Media Safety Messaging and Environmental Resource Protection Messaging
- SMCHD Operations Professional Image Development and Outreach
- SMCHD Operations Customer Service Training
- SMCHD Operations Mental Health and Self Medication Awareness and Officer Safety Training

District Safety

- Target Solutions - OSHA courses, continuing to assign safety refresher courses for 2019.
- Updating Emergency Response Plans, copies will be placed on District website, additional emphasis on tsunami response.
- 2019 DBW Boater Safety Survey/Kits – Continuing to work with DBW at PPH and OPM to send out Dock Walker boater safety surveys with statements. Tenants will deliver completed surveys to the HM office for boater safety kits.
- Continuing increased training efforts to promote excellent Customer Service.



Activity Report

TO: Board of Harbor Commissioners
FROM: Julie van Hoff, Director of Administrative Services
DATE: April 17, 2019
PERIOD: March 2019

Harbor Commissioner Meetings

- Regular Commission Meeting – March 20, 2019
- Policy Review Standing Committee Meeting- March 25, 2019

Public Records Act Requests (PRAs)

- **PRA's Received**
 - John Ullom – 3/13/19 “Failed CFD & Fuel Storage Tank Leak at Oyster Point Marina”
 - John Ullom – 3/26/19 “Pillar Point Fuel System”
- **On-going PRA's**
 - Lisa Damrosch – Morning Star space & Three Captains – 10/13/18
 - John Sims, Commodore – OPYC – 10/29/18
- **Completed PRA's**
 - Emily Mibach, Palo Alto Daily Post – 2/20/19

Accounting/Finance

- **Operations**
 - Accounts Payable (A/P)
 - Processed two A/P runs
 - Updated A/P vendor master lists, 1099 info, purchase orders, updated major contract reconciliations, updated CA Use Tax spreadsheet
 - Positive Pay Upload to US BANK
 - Processed recurring journal entries
 - Accounts Receivable (A/R)
 - Daily cash batch review, account adjustment review
 - Month-end – The Marina Program (TMP) to general ledger reconciliation and rollover to next period
 - State of California Franchise Tax Board Intercept program – received and filed reports and payments

- Assisted with collections of major balances, filing of liens, and sale of boats
 - Prepared and reviewed monthly A/R report for PPH and OPM
 - Met with management to review “problem” accounts
 - Sent accounts to collections
 - Banking
 - Reconciled all bank and investment accounts
 - Payroll – biweekly
 - Processed two payroll cycles
 - Prorated and processed EIB donation
 - Uploaded CALPERS/ICMA reports for 457 savings plans
 - Reported CALPERS pension plan information
- **Fiscal Year 2017-18 Audit & Financial Report**
 - In process of finalizing Financial Report
 - In process of preparing Management Discussion & Analysis for Financial Report
- **Board Meeting – March 20, 2019**
 - Prepared Bills & Claims report
 - Prepared Legal Fees report
 - Prepared second quarter (Q2) Rent Report
- **Grants**
 - Requested DBW SAVE reimbursement for \$29,486 – In progress
 - OPM/SSF Fuel Dock Reimbursement for \$7,979- In progress
 - Prepared Application for DBW SAVE grant
 - Prepared Application for Boating Safety and Enforcement Equipment Grant
 - Attended DBW Grant training in Sacramento
- **Special Projects**
 - Setting up District Amazon Prime account for staff
- **Budget**
 - Prepared and presented draft Fiscal Year 2019/20 Preliminary Budget

Human Resources

- **Prepared Check Request for Medical & Life Insurance**
 - OE3 Trust Fund
 - Teamsters
 - SDRMA Medical
 - SDRMA Ancillary
 - California Association of Harbor Masters & Port Captains
- **Personnel**
 - Worked on filing personnel paperwork
 - Prepared separation paperwork for employee
 - Assisted with two verifications of employment
 - Completed one-on-one meetings with all Administrative Staff members
 - Finalized procedures for prorated float hours for OE3 members
 - Started review of position descriptions
 - Attended CalGovHR Conference and SDRMA Spring Education Day
 - Assisted employee with changes to his medical plan

- **Employment Recruitment**

- Closed and started a new Deputy Harbormaster A&B recruitment which will close on May 15, 2019. Met with PPH staff to discuss new recruitment materials and dates
- Held phone interviews for temporary employees to fill vacant Accountant position
- Assembled testing packets for DHM recruitment

Miscellaneous

- **Policy Updates**

- Distributed updated Policy 6.2.4 Electronic Communications/Social Media to Commissioners and staff
- Assembled 12 copies of Policy Handbooks
- Prepared draft Legislative Advocacy Policy

- **Leases**

- Prepared rent increase letters for three Fish buyers and HMB Sportfishing
- Requested current evidence of insurance for certificates that had expired
- Requested Statement of Earnings that were past due
- Met with Oyster Point Yacht Club on implementation of new lease agreement

- **Request for Proposals (RFP)**

- Reviewed Labor & Employment Legal Services RFPs and completed comparative analysis. Coordinated with Ad-Hoc Search Committee and attended interviews of three finalists
- Coordinated meetings with Ad-Hoc Search Committee and Executive Recruitment Firm finalists. Prepared Professional Services Agreement and presented recommendation to Harbor Commission

- **Other**

- Updated District's website
- Worked on organizing District records in compliance with Records Retention Policy
- Scanned incoming mail
- Began bi-weekly Business Process Documentation & Improvement meetings- topic for first meeting was emergency alert system
- Attended meeting with Public Outreach/Social Media consultant
- Attended meeting with Martin Rauch consultant
- Ordered new refrigerator
- Ordered new hard-drive for laptop, consultant installed and reloaded software
- Ordered battery backups for server
- Consulted with Caspian on server, backup server, Wi-Fi, firewalls, and VPN connections
- Contacted Gaetani Property Management regarding water damage in Administrative offices
- Assisted with Verizon phone order
- Received new Pitney Bows postage machine and assisted with transferring data from the old machine