



101 Lucas Valley Road, Suite 300
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www.LGVSD.org

MANAGEMENT TEAM
General Manager, Vacant
Plant Operations, Mel Liebmann
Collections/Safety/Maintenance, Greg Pease
Engineering, Michael P. Cortez
Administrative Services, Dale McDonald

DISTRICT BOARD
Megan Clark
Craig K. Murray
Judy Schriebman
Crystal J. Yezman

The Mission of the Las Gallinas Valley Sanitary District is to protect public health and the environment by providing effective wastewater collection, treatment, and recycling services.

BOARD MEETING AGENDA- REVISED

DECEMBER 16, 2021

On March 12, 2020, Governor Newsom issued Executive Order N-25-20, which enhances State and Local Governments' ability to respond to COVID-19 Pandemic based on Guidance for Gatherings issued by the California Department of Public Health. The Executive Order specifically allows local legislative bodies to hold meetings via teleconference and to make meetings accessible electronically, in order to protect public health, which was due to end on September 30, 2021 (Exec. Ord. N-08-21). However, the Legislature passed AB 361 which provides local agencies with the ability to meet remotely during proclaimed state emergencies under modified Brown Act requirements, similar in many ways to the rules and procedures established by the Governor's previous Executive Orders. - In light of this – the December 16, meeting of the LGVSD Board will be held via Zoom electronic meeting. There will be NO physical location of the meeting. Due to the current circumstances, there may be limited opportunity to provide verbal comments during the meeting. Persons who wish to address the Board for public comment or on an item on the agenda are encouraged, but not required, to submit comments in writing to the Board Secretary (tlerch@lgsd.org) by 5:00 pm on Wednesday, December 15, 2021. In addition, Persons wishing to address the Board verbally must contact the Board Secretary, by email (tlerch@lgsd.org) and provide their Name; Address; Tel. No.; and the Item they wish to address by the same date and time deadline for submission of written comments, as indicated above. Please keep in mind that any public comments must be limited to 3 minutes due to time constraints. Any written comments will be distributed to the LGVSD Board before the meeting.*

**Prior to the meeting, participants should download the Zoom app at:
<https://zoom.us/download>.*

REMOTE CONFERENCING ONLY

Join Zoom Meeting online at:

<https://us02web.zoom.us/j/87850750530>

OR

By teleconference at: +16699009128 Meeting ID: 878 5075 0530

**MATERIALS RELATED TO ITEMS ON THIS AGENDA ARE AVAILABLE FOR
PUBLIC INSPECTION ON THE DISTRICT WEBSITE WWW.LGVSD.ORG
NOTE: Final board action may be taken on any matter appearing on agenda**

Estimated
Time

OPEN SESSION:

4:00 PM

1. PUBLIC COMMENT

This portion of the meeting is reserved for persons desiring to address the Board on matters not on the agenda and within the jurisdiction of the Las Gallinas Valley Sanitary District. Presentations are generally limited to three minutes. All matters requiring a response will be referred to staff for reply in writing and/or placed on a future meeting agenda. Please contact the General Manager before the meeting.

CLOSED SESSION:

4:05 PM

- 2. PUBLIC EMPLOYMENT - INTERIM GENERAL MANAGER:** pursuant to subdivision (b)(1) of Government Code Section 54957.
- 3. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION –** Significant exposure to litigation pursuant to paragraph (2) of Government Code § 54956.9: Two potential cases.

OPEN SESSION:

5:00 PM

1. PUBLIC COMMENT

This portion of the meeting is reserved for persons desiring to address the Board on matters not on the agenda and within the jurisdiction of the Las Gallinas Valley Sanitary District. Presentations are generally limited to three minutes. All matters requiring a response will be referred to staff for reply in writing and/or placed on a future meeting agenda. Please contact the General Manager before the meeting.

5:05 PM

2. CONSENT CALENDAR:

These items are considered routine and will be enacted, approved or adopted by one motion unless a request for removal for discussion or explanation is received from the staff or the Board.

- A. Approve the Board Minutes for November 18, 2021
- B. Approve the Warrant List for December 16, 2021
- C. Approve Board Compensation for November, 2021
- D. Approve Resolution 2021- 2233 – Remote Meetings
- E. Approve Managers' and Unrepresented Employee Contracts and Resolution 2021-2234 Adopting a Pay Scale

Possible expenditure of funds: Yes, Items B, C, and E.

Staff recommendation: Adopt Consent Calendar – Items A through E.

- 5:15 PM** **3. INFORMATION ITEMS:**
STAFF/CONSULTANT REPORTS:
1. Acting General Manager's Report - Verbal
 2. Department Reports – Administration and Engineering - Written
- 6:00 PM** **4. PUBLIC HEARING FOR ORDINANCE NO. 188 AMENDING TITLE 4, CHAPTER 1 – REGULATING SOLID WASTE, RECYCLABLE AND ORGANIC MATERIALS, AND THE COLLECTION, REMOVAL AND DISPOSAL THEREOF INCLUDING THE GARBAGE AND REFUSE RATE ADJUSTMENT FOR 2022**
- Board to consider the adoption of Ordinance No. 188 - An Ordinance amending Title 4, Chapter 1 of the District Ordinance Code and increasing the garbage and refuse rate by 0.64 %. Representatives of Marin Sanitary Service and R3 Consulting Group will be in attendance to discuss the 2022 Rate Application Report.
- 6:15 PM** **5. RECEIVE AUDIT OF FINANCIAL STATEMENTS FOR THE YEAR ENDED IN JUNE 2021**
John Cropper of Cropper Accountancy Corporation will present the results of the Audit of the Financial Statements for the year ended June 30, 2021.
- 6:45 PM** **6. BROWN AND CALDWELL CONTRACT EXTENSION**
Board to review the Brown and Caldwell contract extension.
- 6:55 PM** **7. APPROVE RESOLUTION 2021-2235 RECOGNIZING EMPLOYEES**
Board to review Resolution 2021-2235 recognizing District employees for their dedication during the COVID-19 Pandemic.
- 7:00 PM** **8. CREATE BIOSOLIDS AD HOC COMMITTEE**
Board to consider creating a Biosolids Ad Hoc Committee.
- 7:15 PM** **9. PUBLIC COMMENT**
This portion of the meeting is reserved for persons desiring to address the Board on matters not on the agenda and within the jurisdiction of the Las Gallinas Valley Sanitary District. Presentations are generally limited to three minutes. All matters requiring a response will be referred to staff for reply in writing and/or placed on a future meeting agenda. Please contact the Board Secretary before the meeting.
- 7:20 PM** **10. BOARD MEMBER REPORTS:**
1. CLARK
 - a. NBWA Board Committee, NBWA Conference Committee, 2021 Employee Climate Survey Ad Hoc Committee, 2021 Operations Control Center Ad Hoc Committee, Other Reports
 2. MURRAY
 - a. Marin LAFCO, CASA Energy Committee, 2021 GM Recruitment Ad Hoc Committee, 2021 Legal Services Ad Hoc Committee, 2021 Employee Climate Survey Ad Hoc Committee, Marin Special Districts Association, Other Reports

3. SCHRIEBMAN

- a. Gallinas Watershed Council/Miller Creek Watershed Council, JPA Local Task Force NBWA Tech Advisory Committee, Other Reports

4. YEZMAN

- a. Flood Zone 7, CSRMA, Ad Hoc Engineering Committee re: STPURWE Engineering Subcommittee, 2021 Legal Services Ad Hoc Committee, 2021 GM Recruitment Ad Hoc Committee, Other Reports

7:30 PM

11. BOARD REQUESTS:

- A. Board Meeting Attendance Requests – Verbal
- B. Board Agenda Item Requests – Verbal
- C. Pending Board Agenda Item Requests
 - i. ACTION – Measure A Discussion
 - ii. ACTION – Parliamentary Procedures
 - iii. ACTION – Recycled Water Signage
 - iv. ACTION – FutureSense Report Recommendations

7:35 PM

12. VARIOUS INDUSTRY RELATED ARTICLES

7:40 PM

13. ADJOURNMENT

FUTURE BOARD MEETING DATES: JANUARY 4, JANUARY 6, AND JANUARY 20, 2022

AGENDA APPROVED:	Crystal J. Yezman, Board President	Patrick Richardson, Legal Counsel
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CERTIFICATION: I, Teresa Lerch, District Secretary of the Las Gallinas Valley Sanitary District, hereby declare under penalty of perjury that on or before December 13, 2021 4:00 p.m., I posted the Agenda for the Board Meeting of said Board to be held December 16, 2021 at the District Office, located at 101 Lucas Valley Road, Suite 300, San Rafael, CA.

DATED: December 13, 2021



Teresa L. Lerch
District Secretary

The Board of the Las Gallinas Valley Sanitary District meets regularly on the first and third Thursday of each month. The District may also schedule additional special meetings for the purpose of completing unfinished business and/or study session. Regular meetings are held at the District Office, 101 Lucas Valley Road, Suite 300, San Rafael, CA.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the District at (415) 472-1734 at least 24 hours prior to the meeting. Notification prior to the meeting will enable the District to make reasonable accommodation to help ensure accessibility to this meeting.

AGENDA ITEM 1

12/16/2021

PUBLIC COMMENT

This portion of the meeting is reserved for persons desiring to address the Board on matters not on the agenda and within the jurisdiction of the Las Gallinas Valley Sanitary District. Presentations are generally limited to three minutes. All matters requiring a response will be referred to staff for reply in writing and/or placed on a future meeting agenda. Please contact the General Manager before the meeting.

12/16/2021

CLOSED SESSION

- Separate Item to be distributed at Board Meeting
- Separate Item to be distributed prior to Board Meeting
- Verbal Report
- Presentation

12/16/2021

PUBLIC COMMENT

This portion of the meeting is reserved for persons desiring to address the Board on matters not on the agenda and within the jurisdiction of the Las Gallinas Valley Sanitary District. Presentations are generally limited to three minutes. All matters requiring a response will be referred to staff for reply in writing and/or placed on a future meeting agenda. Please contact the General Manager before the meeting.

Agenda Item 2A
Date December 16, 2021

MEETING MINUTES OF NOVEMBER 18, 2021

THE BOARD OF DIRECTORS OF THE LAS GALLINAS VALLEY SANITARY DISTRICT MET IN OPEN SESSION BY ZOOM CONFERENCE ON NOVEMBER 18, 2021 AT 4:05 PM AND STAFF BY ZOOM CONFERENCE AT THE DISTRICT OFFICE, 101 LUCAS VALLEY ROAD, SUITE 300 CONFERENCE ROOM, SAN RAFAEL, CA. 94903

BOARD MEMBERS PRESENT: M. Clark, R. Elias, C. Murray, J. Schriebman and C. Yezman

BOARD MEMBERS ABSENT: None.

STAFF PRESENT: Mike Prinz, General Manager; Teresa Lerch, Board Secretary; Dale McDonald, District Treasurer

OTHERS PRESENT: Dave Byers, District Counsel

ANNOUNCEMENT: President Yezman announced that the agenda had been posted as evidenced by the certification on file in accordance with the law

1. PUBLIC COMMENT: None

ACTION:

THE BOARD OF DIRECTORS OF THE LAS GALLINAS VALLEY SANITARY DISTRICT ADJOURNED TO CLOSED SESSION ON NOVEMBER 18, 2021 , AT 4:06 PM, BY ZOOM CONFERENCE AND AT THE DISTRICT OFFICE, 101 LUCAS VALLEY ROAD, SUITE 300, CONFERENCE ROOM, SAN RAFAEL, CALIFORNIA.

Lerch and McDonald left at 4:06 pm.
Prinz left at 4:33 pm.

CLOSED SESSION:

PUBLIC EMPLOYEE PERFORMANCE EVALUATION – General Manager: pursuant to subdivision (b)(1) of Government Code Section 54957.

ADJOURNMENT:

ACTION:

The Board of Directors of the Las Gallinas Valley Sanitary District reconvened the Regular Session on November 18, 2021 at 5:50 pm.

BOARD MEMBERS PRESENT: (By Roll Call): M. Clark ,R. Elias, C. Murray, J. Schriebman, C. Yezman

STAFF PRESENT: Mike Prinz, General Manager; Dale McDonald, District Treasurer; Teresa Lerch, District Secretary; Mel Liebmann, Plant Manager; Mike Cortez, District Engineer

OTHERS PRESENT: None.

PUBLIC COMMENT: None.

REPORT ON CLOSED SESSION: District Counsel Byers reported that the Board moved to terminate the Employment Agreement immediately with the General Manager Mike Prinz, an "at will" employee without cause pursuant to Sections 2 and 7 of the Employment Agreement. Board Members, Clark, Elias, and Schriebman voted aye; Board members Murray, and Yezman voted no. After informing General Manager Mike Prinz of the decision, District Counsel Dave Byers announced the decision of the Board with the votes in open session pursuant to Government Code Section 54957.1(5).

2. CONSENT CALENDAR:

These items are considered routine and will be enacted, approved or adopted by one motion unless a request for removal for discussion or explanation is received from the staff or the Board.

- A. Approve the Board Minutes for October 21, 2021
- B. Approve the Warrant List for November 18, 2021
- C. Approve Board Compensation for October 2021
- D. Approve Resolution 2021-2230 Continuing Remote Board Meetings

ACTION:

Board approved (M/S Schriebman/Murray 5-0-0-0) the Consent Calendar items A through D.

- AYES: Clark, Elias, Murray, Schriebman and Yezman
- NOES: None.
- ABSENT: None.
- ABSTAIN: None.

3. INFORMATION ITEMS:

STAFF / CONSULTANT REPORTS:

- 1. General Manager Report – no report
- 2. District Correspondence – no discussion
- 3. Large Integrated Audit Initial Measures List – Liebmann reported
- 4. Secondary Treatment Process Upgrade and Recycled Water Expansion Project Update- Cortez reported

4. OAKMONT SENIOR LIVING WILL SERVE AND RESOLUTION GRANTING AN EASEMENT

Board reviewed the Oakmont Senior Living Will Serve letter and Resolution 2021-2231. Discussion ensued.

ACTION:

Board approved (M/S Elias/Schriebman 5-0-0-0) the Oakmont Senior Living Will Serve letter and Resolution 2021-2231

- AYES: Clark, Elias, Murray, Schriebman and Yezman
- NOES: None.
- ABSENT: None.
- ABSTAIN: None.

5. LOWER MILL CREEK REVEGETATION MAINTENANCE AWARD

Board reviewed the 1-year contract extension with Hanford ARC for the Lower Miller Creek.

ACTION:

Board approved (M/S Schriebman/Murray 5-0-0-0) the 1-year contract extension with Hanford ARC for the Lower Miller Creek.

- AYES: Clark, Elias, Murray, Schriebman and Yezman
- NOES: None.
- ABSENT: None.
- ABSTAIN: None.

6. COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM (CMMS) TECHNICIAN (MAINTENANCE PLANNER) JOB DESCRIPTION AND COMPENSATION

Board reviewed the Job classification and compensation for the Computerized Management System (CMMS) Technician position.

ACTION:

Board approved (M/S Murray/Schriebman 5-0-0-0) the Computerized Maintenance Management System (CMMS) Technician job description and compensation with modifications to the educational requirement of the job description adding that a four-year bachelor's degree is desirable.

AYES: Clark, Elias, Murray, Schriebman and Yezman

NOES: None.

ABSENT: None.

ABSTAIN: None.

7. PUBLIC COMMENT – none.

8. BOARD MEMBER REPORTS:

1. CLARK

- a. NBWA Board Committee –no report
- b. NBWA Conference Committee – no report
- c. 2021 Employee Climate Survey Ad Hoc Committee- no report
- d. 2021 Operations Control Center Ad Hoc Committee – no report
- e. Other Reports–no report

2. ELIAS

- a. NBWRA– no report
- b. Ad Hoc Engineering Committee—no report
- c. Ad Hoc 2021 GM Evaluation Committee –no report
- d. 2021 Operations Control Center Ad Hoc Committee – no report
- e. Other Reports– no report

3. MURRAY

- a. Marin LAFCO – no report
- b. CASA Energy Committee– no report
- c. Ad Hoc 2021 GM Evaluation Committee – no report
- d. 2021 Legal Services Ad Hoc Committee – no report
- e. 2021 Employee Climate Survey Ad Hoc Committee- no report
- f. Marin County Special Districts Association – verbal report
- g. Other Reports – verbal report

4. SCHRIEBMAN

- a. Gallinas Watershed Council/Miller Creek Watershed Council– no report
- b. JPA Local Task Force– no report
- c. NBWA Tech Advisory Committee– no report
- d. Other Reports- no report

5. YEZMAN

- a. Flood Zone 7– no report
- b. CSRMA – no report
- c. Ad Hoc Engineering Committee– no report
- d. 2021 Legal Services Ad Hoc Committee – no report
- e. Other Reports–no report

Board President Yezman proposed a new ad hoc GM Recruitment committee consisting of herself and Director Murray. The Board agreed by unanimous consent. President Yezman will confer with District Counsel about appointing an acting General Manager.

9. BOARD REQUESTS:

- A. Board Meeting Attendance Requests- none.
- B. Board Agenda Item Requests- Schriebman would like Measure A -County redistricting, and a farewell party for Director Elias added as future agenda items. Murray would like Rosenberg Rules of Order and MMWD Recycled Water Signs missing the LGVSD logo added to a future Board meeting. Clark requested the ad hoc GM Recruitment Committee meet before the December 2nd Board meeting and report back to the Board on December 2nd.
- C. Board Secretary requested the Board’s availability for the following meetings:
 Dec 6 or Dec 8 for a Strategic Initiatives 2 hour zoom workshop and December 13, or December 14 for a Board Policy Review 3 hour zoom workshop. By unanimous consent, the Board will postpone these two workshops until after the new General Manager is hired.
 Board Vacancy Interviews – after discussion, the Board said they would probably be available 3 pm to 6 pm or all day, if necessary, on January 4 or January 6. The interviews would be held all in one day. Final date and time to be agreed upon at the December 2nd Board meeting.

10. VARIOUS INDUSTRY RELATED ARTICLES – no discussion.

11. ADJOURNMENT:

ACTION:

Board approved (M/S Schriebman/Clark 5-0-0-0) the adjournment of the meeting at 7:46 pm.

AYES: Clark, Elias, Murray, Schriebman and Yezman

NOES: None.

ABSENT: None.

ABSTAIN: None.

The next Board Meeting is scheduled for Thursday, December 2, 2021 at 4 pm by Zoom meeting.

ATTEST:

Teresa Lerch, District Secretary

APPROVED:

Megan Clark, Board Vice-President

Agenda Item 2B
 Date December 16, 2021

Las Gallinas Valley Sanitation District Warrant List 12/16/2021 DRAFT							
	Date	Num	Vendor	Original Amount	Addition and Adjustment	Total Amount	Description for items
1	12/16/2021	EFT1	ADP Payroll	142,059.71		142,059.71	12/03/2021 Payroll & Processing Charges
2	12/16/2021	ACH	A & P Moving	84.70		84.70	Document Storage - December
3	12/16/2021	N/A	American Association for Lab Accrediation	2,937.55		2,937.55	Assessor Fees
4	12/16/2021	N/A	Aqua Engineering	25,755.03		25,755.03	STPURWE- Engineering Services-October
5	12/16/2021	N/A	Aramark Uniform Service	399.66		399.66	Laundry Services for 11/22 & 11/29
6	12/16/2021	N/A	AT&T (dba Calnet)	283.74		283.74	Phone Lines for Plant, Captains Cove, & Dockside Circle 10/20 - 11/19
7	12/16/2021	N/A	Bartley Pump	7,352.27		7,352.27	Disassembled of Pump #3 Repaired, Cleaned and Reassembled.
8	12/16/2021	N/A	Bay Area Background Checks	62.50		62.50	Pre-Employment Background for Plant Operator
9	12/16/2021	ACH	California Assoc. of Sanitation Agencies	13,600.00		13,600.00	Membership Renewal for Board Members, Legal Council and Staff
10	12/16/2021	N/A	California Water Environment Assoc.	283.00		283.00	Membership & Certificate Renewal
11	12/16/2021	EFT	CalPERS 457 Plan Deferred Comp	6,878.00		6,878.00	EE's Deferred Comp Plan -Paydate 12/03/2021
12	12/16/2021	EFT	CalPERS Required Contribution	520.75		520.75	Pre-Fund GASB Payment - December
13	12/16/2021	EFT	CALPERS Retirement	19,157.62		19,157.62	EE & ER Payment to Retirement-Paydate 12/03/2021
14	12/16/2021	N/A	Centricity GIS	82,889.30		82,889.30	STPURWE- Asset On-Boarding
15	12/16/2021	N/A	Cintas Corporation	125.34		125.34	Safewasher Service & Filter Replacement - December
16	12/16/2021	ACH	Core Utilities	2,760.00		2,760.00	IT Services - November
17	12/16/2021	N/A	CPM Construction	5,075.00		5,075.00	STPURWE-Scheduling & Estimating Services
18	12/16/2021	N/A	Cropper Accountancy	5,000.00		5,000.00	2021/22 Financial Audit- Partical Payment
19	12/16/2021	N/A	Dave Lehman Trucking	740.00		740.00	Reclamation Pump Station Improvements
20	12/16/2021	EFT	Direct Dental Administrators	185.00		185.00	Monthly Billing-December
21	12/16/2021	EFT	Discovery Benefits	425.00		425.00	EE's FSA Payment
22	12/16/2021	ACH	Du-All Safety	4,728.00		4,728.00	Safety and Training for LGVSD- November 2021
23	12/16/2021	ACH	Elias, Rabi	200.00		200.00	Medical Reimbursment
24	12/16/2021	ACH	EOA	20,741.66		20,741.66	Technical Assistance for Regulatory Permits
25	12/16/2021	N/A	Federal Express	31.71		31.71	Elias Board Packet Mailed
26	12/16/2021	N/A	Frank Olsen Company	3,445.00		3,445.00	Misc. Parts & Field Work
27	12/16/2021	ACH	Gardeners Guild	1,123.00		1,123.00	Grounds Maintenance- December
28	12/16/2021	ACH	GHD	1,376.00		1,376.00	John Duckett Pump Station Improvements
29	12/16/2021	ACH	Hach Company	9,350.45		9,350.45	Composite Sampler

Las Gallinas Valley Sanitation District Warrant List 12/16/2021 DRAFT							
	Date	Num	Vendor	Original Amount	Addition and Adjustment	Total Amount	Description for items
30	12/16/2021	ACH	HDR Engineering	1,042.50		1,042.50	District Rate Study-10/24 - 11/24
31	12/16/2021	N/A	Herb's Pool Service	2,325.73		2,325.73	Sample Pumps for Disinfection/Dechlorination Process
32	12/16/2021	N/A	Jackson's Hardware	184.49		184.49	Conduit, Fastners, Misc. Items
33	12/16/2021	N/A	Jefferson Security	90.00		90.00	Updated Alarms at Plant & Lab
34	12/16/2021	ACH	Jurassic Parliament	1,600.00		1,600.00	Video Conferencing Training for Board Members
35	12/16/2021	ACH	Kennedy Jenks	4,743.00		4,743.00	On-Call Construction Inspection Services, Descanso Force Main Alignment Analysis
36	12/16/2021	ACH	Kennedy Jenks	85,681.04		85,681.04	STPURWE- Cost Management & Inspection Services
37	12/16/2021	ACH	Kenwood Energy	585.00		585.00	Energy Management Consulting- November
38	12/16/2021	ACH	Kleinfelder	5,945.23		5,945.23	STPURWE- Construction Inspection & Materials Testing - 10/25 - 11/14
39	12/16/2021	ACH	Koff & Associates	320.00		320.00	Class & Comp Study - CMMS Tech & Civil Engineering Tech
40	12/16/2021	N/A	Lodi Truck and Equipment	600.00		600.00	Mobile Repair on Ford F550 Truck
41	12/16/2021	N/A	Marin Fence Company	125.00		125.00	Repairs with the Main Gate at Plant
42	12/16/2021	ACH	Marin IJ	84.04		84.04	Public Notice of Garbage Collection Rates for 2022
43	12/16/2021	N/A	Marin/Sonoma Mosquito & Vector Control	1,579.58		1,579.58	Mosquito Control at Reclamation Ponds
44	12/16/2021	N/A	McPhail Fuel Company	1,240.29		1,240.29	Propane
45	12/16/2021	ACH	Murray, Craig	125.00		125.00	Medical Reimbursement
46	12/16/2021	N/A	North Valley Labor Compliance Services	150.00		150.00	Labor Compliance Services for LMC Revegetation Maintenance Services
47	12/16/2021	N/A	Novato Builders Supply	66.51		66.51	Rebar & Misc. Supplies for Hawthorn Pump Station Repairs
48	12/16/2021	ACH	Operational Technical Services	5,092.00		5,092.00	Temp Plant Worker for Vacancies
49	12/16/2021	N/A	P2S Inc.	3,074.50		3,074.50	Shock Arc Flash Hazard Analysis- 10/1-11/13
50	12/16/2021	N/A	Pace Supply	1,611.74		1,611.74	CL2 Analyzer Plumbing for new Bypass Control Structure
51	12/16/2021	N/A	Pacific Crest Group	3,135.00		3,135.00	Staff Check-In, Met with Mel on Offer Letter, Security, Covid Exposure Meeting, Attended Interviews for Plant Operator, Listen to Board Meeting, Time with Mel & Don, Review Contract Proposals
52	12/16/2021	N/A	Rathlin Properties	9,313.00		9,313.00	Rent for Offices @ 101 Lucas Valley- January (includes \$242.00 rent increase effective December)
53	12/16/2021	ACH	Retiree Augusto	145.65		145.65	Retiree Health - Jan
54	12/16/2021	ACH	Retiree Burgess	153.53		153.53	Retiree Health - Jan
55	12/16/2021	ACH	Retiree Cummins	153.53		153.53	Retiree Health - Jan
56	12/16/2021	ACH	Retiree Cutri	440.30		440.30	Retiree Health - Jan
57	12/16/2021	ACH	Retiree Emanuel	232.94		232.94	Retiree Health - Jan

Las Gallinas Valley Sanitation District Warrant List 12/16/2021 DRAFT							
	Date	Num	Vendor	Original Amount	Addition and Adjustment	Total Amount	Description for items
58	12/16/2021	ACH	Retiree Gately	158.44		158.44	Retiree Health - Jan
59	12/16/2021	ACH	Retiree Guion	158.44		158.44	Retiree Health - Jan
60	12/16/2021	ACH	Retiree Johnson	702.40		702.40	Retiree Health - Jan
61	12/16/2021	ACH	Retiree Kermoian	153.53		153.53	Retiree Health - Jan
62	12/16/2021	ACH	Retiree Mandler	153.53		153.53	Retiree Health - Jan
63	12/16/2021	ACH	Retiree McGuire	625.00		625.00	Retiree Health - Jan
64	12/16/2021	ACH	Retiree Memmott	153.53		153.53	Retiree Health - Jan
65	12/16/2021	ACH	Retiree Petrie	145.65		145.65	Retiree Health - Jan
66	12/16/2021	ACH	Retiree Pettey	153.53		153.53	Retiree Health - Jan
67	12/16/2021	ACH	Retiree Reetz	456.06		456.06	Retiree Health - Jan
68	12/16/2021	ACH	Retiree Reilly	153.53		153.53	Retiree Health - Jan
69	12/16/2021	ACH	Retiree Vine	153.53		153.53	Retiree Health - Jan
70	12/16/2021	ACH	Retiree Wettstein	667.00		667.00	Retiree Health - Jan
71	12/16/2021	ACH	Retiree Williams	667.00		667.00	Retiree Health - Jan
72	12/16/2021	ACH	Schriebman, Judy	200.00		200.00	Medical Reimbursement
73	12/16/2021	N/A	Site One Landscape Supply	102.61		102.61	PVC Adapter, Reducer Bushing
74	12/16/2021	N/A	Stroupe Petroleum	949.24		949.24	Repair on Fuel Nozzle (gas was not shutting of when tank was full on vehicles)
75	12/16/2021	N/A	United Site Services	602.55		602.55	Porta Potties for Water Stopages - November/December
76	12/16/2021	ACH	Univar Solutions	5,260.11		5,260.11	Sodium Bisulfite
77	12/16/2021	EFT	Verizon Wireless	1,975.42		1,975.42	Cell Phones, Pump Stations & SCADA Oct 27-Nov 26
78	12/16/2021	EFT	Vision Service Plan	477.18		477.18	EE Vision for December
79	12/16/2021	N/A	Water Components & Building Supply	2,188.31		2,188.31	Male Adapter, Valves, Couplings, Bushings, Traffic Barricade, Pipe
80	12/16/2021	ACH	WECO	1,257.19		1,257.19	Seal Kit, Tiger Tail w/rope & Leader Hose
81	12/16/2021	EFT	WEX Health	50.00		50.00	FSA Administration- November
82	12/16/2021	ACH	Yezman, Crystal	200.00		200.00	Medical Reimbursement

Las Gallinas Valley Sanitation District Warrant List 12/16/2021 DRAFT						
Date	Num	Vendor	Original Amount	Addition and Adjustment	Total Amount	Description for items

Do not change any formulas below this line.

TOTAL \$ 505,173.37 \$ - \$ 505,173.37

EFT1	EFT1 = Payroll (Amount Required)	142,059.71		142,059.71	
EFT2	EFT2 = Bank of Marin loan payments	0.00		0.00	
PC	Petty Cash Checking	0.00		0.00	
>1	Checks (Operating Account)	0.00		0.00	
N/A	Checks - Not issued	161,718.65		161,718.65	
EFT	EFT = Vendor initiated "pulls" from LGVSD	29,668.97		29,668.97	
ACH	ACH = LGVSD initiated "push" to Vendor	171,726.04		171,726.04	
	Total	\$ 505,173.37		\$ 505,173.37	

Approval:
Finance
GM
Board

Difference: \$ _____

STPURWE Costs 205,345.60

Agenda Item 2C
Date December 16, 2021

Directors' Meeting Attendance Recap

<u>Name</u>	<u>Total Meetings</u>
Megan Clark	6
Rabi Elias	5
Craig Murray	6
Judy Schriebman	4
Crystal Yezman	5
Total	<u>26</u>

Meeting Date: 12/16/2021
Paydate: 12/17/2021



101 Lucas Valley Road, Suite 300, San Rafael, CA 94903

Office: 415.472.1734 Fax: 415.499.7715

BOARD MEMBER ATTENDANCE FORM

Director's Name: MEGAN CLARK Month: NOVEMBER

Board Members shall be compensated for up to the legal limit of six (6) meetings per month and one (1) per day. Board members are limited to four (4) conferences or seminars per year. For multi-day conferences, compensation shall be at a maximum of one (1) meeting per day.

REGULAR and SPECIAL MEETINGS		CHARGING DISTRICT	
Date	Description of meeting	Yes	No
1 st	Special - Future Sense ^{Ad Hoc}	X	
4 th	Regular -	X	
10 th	Special - Future Sense	X	
18 th	Regular -	X	
TOTAL		4	

OTHER MEETINGS		CHARGING DISTRICT	
Date	Description of meeting	Yes	No
5 th	NBWA - reg.	X	
9 th	NBWA - conf. steering comm.	X	
TOTAL		2	

Total Meetings for which I am Requesting Payment: 6
 Max of six (6) per Health & Safety Code §4733

I hereby certify that the meetings as set forth above are true and correct and are for the purpose of conducting official business for the Las Gallinas Valley Sanitary District.

Megan Clark 11-19-21
 Director Signature Date
[Signature] 12/8/21
 Administrative Services Manager Approved Date
[Signature] 11/19/21
 Board Secretary Received Date



101 Lucas Valley Road, Suite 300, San Rafael, CA 94903
 Office: 415.472.1734 Fax: 415.499.7715

BOARD MEMBER ATTENDANCE FORM

Director's Name: Rabi Elias Month: NOV 2021

Board Members shall be compensated for up to the legal limit of six (6) meetings per month and one (1) per day. Board members are limited to four (4) conferences or seminars per year. For multi-day conferences, compensation shall be at a maximum of one (1) meeting per day.

REGULAR and SPECIAL MEETINGS		CHARGING DISTRICT	
Date	Description of meeting	Yes	No
11/4/21	Regular	✓	
11/10/21	special, Future sense Rept	✓	
11/18/21	Regular	✓	
TOTAL		3	

OTHER MEETINGS		CHARGING DISTRICT	
Date	Description of meeting	Yes	No
11/9/21	Eng. Comm.	✓	
11/29/21	NBWRA mtg.	✓	
TOTAL		2	

Total Meetings for which I am Requesting Payment:
Max of six (6) per Health & Safety Code §4733

5

I hereby certify that the meetings as set forth above are true and correct and are for the purpose of conducting official business for the Las Gallinas Valley Sanitary District.

R. Elias
 Director Signature

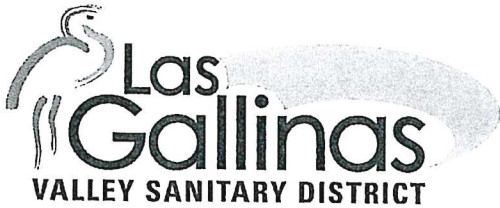
12/6/21
 Date

[Signature]
 Administrative Services Manager Approved

12/8/21
 Date

[Signature]
 Board Secretary Received

12/6/21
 Date



101 Lucas Valley Road, Suite 300, San Rafael, CA 94903

Office: 415.472.1734 Fax: 415.499.7715

BOARD MEMBER ATTENDANCE FORM

Director's Name: MURRAY, Craig K. Month: November 2021

Board Members shall be compensated for up to the legal limit of six (6) meeting per month and one (1) per day. Board members are limited to four (4) conferences or seminars per year. For multi-day conferences, compensation shall be at a maximum of one (1) meeting per day.

REGULAR and SPECIAL MEETINGS		CHARGING DISTRICT	
Date	Description of meeting	Yes	No
11/1/21	Employee Climate Survey Ad Hoc Committee	X	
11/4/21	Board Meeting	X	
11/8/21	Special Board Meeting – Strategic Plan Workshop	X	
11/10/21	Special Board Meeting – FutureSense Report Presentation	X	
11/18/21	Board Meeting	X	
11/22/21	GM Search Ad Hoc Committee		X
TOTAL		5/6	

OTHER MEETINGS		CHARGING DISTRICT	
Date	Description of meeting	Yes	No
11/7,14,27/21	Merrydale Road/Las Gallinas Creek Headwater Litter Removal c/o City of San Rafael: 11/7 0.5 hours; 11/14 2.5 hours; 11/27 2.5 hours;		XXX
11/16/21	CASA Air Quality, Climate Change & Energy (ACE) Workgroup Meeting	X	
11/17/21	ICMA Coaching Webinar – Growing Your Career: Tips for Redefining Yourself in the Minds of Others		X
11/24/21	LGVSD Board Member General Manager Coordination Meeting		X
11/24/21	CASA ACE – Kester, Rothbart, Jepsen RNG PG&E Meeting		X
TOTAL		1/6	

Total Meetings for which I am Requesting Payment: Max of six (6) per Health & Safety Code §4733	6/12
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I hereby certify that the meetings as set forth above are true and correct and are for the purpose of conducting official business for the Las Gallinas Valley Sanitary District.



101 Lucas Valley Road, Suite 300, San Rafael, CA 94903

Office: 415.472.1734 Fax: 415.499.7715

BOARD MEMBER ATTENDANCE FORM


Craig K. Murray

Director Signature

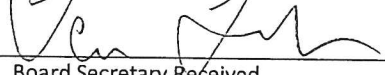
November 29, 2021

Date


Administrative Services Manager Approved

12/8/21

Date


Board Secretary Received

11/29/21

Date



101 Lucas Valley Road, Suite 300, San Rafael, CA 94903

Office: 415.472.1734 Fax: 415.499.7715

BOARD MEMBER ATTENDANCE FORM

Director's Name: Judy Schriebman Month: Nov. 2021

Board Members shall be compensated for up to the legal limit of six (6) meetings per month and one (1) per day. Board members are limited to four (4) conferences or seminars per year. For multi-day conferences, compensation shall be at a maximum of one (1) meeting per day.

REGULAR and SPECIAL MEETINGS		CHARGING DISTRICT	
Date	Description of meeting	Yes	No
Nov. 4, 2021	Regular Meeting	X	
Nov. 8, 2021	Future Sense Special Meeting	X	
Nov. 18, 2021	Regular Meeting	X	
TOTAL		3:3	

OTHER MEETINGS		CHARGING DISTRICT	
Date	Description of meeting	Yes	No
Nov. 3, 2021	GWC Meeting	X	
TOTAL		1:1	

Total Meetings for which I am Requesting Payment: Max of six (6) per Health & Safety Code §4733	4
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I hereby certify that the meetings as set forth above are true and correct and are for the purpose of conducting official business for the Las Gallinas Valley Sanitary District.

Judy Schriebman

Nov. 29, 2021

Director Signature

Date

Administrative Services Manager Approved

Date

Board Secretary Received

Date



101 Lucas Valley Road, Suite 300, San Rafael, CA 94903

Office: 415.472.1734 Fax: 415.499.7715

BOARD MEMBER ATTENDANCE FORM

Director's Name: Crystal Yezman Month: November

Board Members shall be compensated for up to the legal limit of six (6) meetings per month and one (1) per day. Board members are limited to four (4) conferences or seminars per year. For multi-day conferences, compensation shall be at a maximum of one (1) meeting per day.

REGULAR and SPECIAL MEETINGS		CHARGING DISTRICT	
Date	Description of meeting	Yes	No
11/4/21	Regular Board Mtg	X	
11/18/21	Regular Board Mtg	X	
TOTAL			

OTHER MEETINGS		CHARGING DISTRICT	
Date	Description of meeting	Yes	No
11/10/21	Special Board Mtg	X	
11/19/21	Engin Sub committee Mtg	X	
11/22/21	Cm Ad Hoc	X	
TOTAL			

Total Meetings for which I am Requesting Payment: 5
 Max of six (6) per Health & Safety Code §4733

I hereby certify that the meetings as set forth above are true and correct and are for the purpose of conducting official business for the Las Gallinas Valley Sanitary District.

[Signature]
 Director Signature

[Signature]
 Administrative Services Manager Approved

[Signature]
 Board Secretary Received

11/19/21
 Date

12/8/21
 Date

11/19/21
 Date

RESOLUTION NO. 2021-2233

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LAS GALLINAS VALLEY SANITARY DISTRICT PROCLAIMING A LOCAL EMERGENCY PERSISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR'S ORDER, DATED MARCH 4, 2020, IN CONTINUING EXECUTIVE ORDERS, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE BOARD OF DIRECTORS OF THE LAS GALLINAS VALLEY SANITARY DISTRICT FOR THE PERIOD OF DECEMBER 16, 2021 THROUGH JANUARY 15, 2022 PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, the LAS GALLINAS VALLEY SANITARY DISTRICT ("District") is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of LAS GALLINAS VALLEY SANITARY DISTRICT's Board of Directors are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provision for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, the Board of Directors previously adopted a Resolution, Number 2021-2230 on November 18, 2021, finding that the requisite conditions exist for the Board of Directors of the LAS GALLINAS VALLEY SANITARY DISTRICT to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

WHEREAS, emergency conditions persist in the District, specifically, a State of Emergency has been proclaimed by Governor Gavin Newsom, dated March 4, 2020 and continuing; and

WHEREAS, the California Department of Public Health has issues Health Orders, as of August 5, 2021, noting that California is currently experiencing the fastest increase in COVID-19 cases during the entire pandemic with 18.3 new cases per 100,000 people per day, with case rates increasing ninefold within two months. The Delta variant is highly transmissible and may cause more severe illness. In fact, recent data suggests that viral load is roughly 1,000 times higher in people infected with the Delta variant than those infected with the original coronavirus strain, according to a recent study. And that the Delta variant is currently the most common variant causing new infections in California; and

WHEREAS, effective, August 3, 2021, the Public Health Officer of The County of Marin (“Health Officer”), in keeping with Health Orders from the California Department of Public Health, required all individuals to wear face coverings when indoors in workplaces and public settings, with limited exemptions, and recommends that businesses make face coverings available to individuals entering the business on the basis Since April 2021, the SARS-CoV-2 B.1.617.2 (Delta) variant has been circulating in Marin County. This variant is highly transmissible in indoor settings and requires multi-component prevention strategies to reduce spread. Despite high vaccination rates, Marin County is experiencing substantial levels of community transmission due to the Delta variant. While most COVID-19 cases are among unvaccinated residents, the proportion of breakthrough cases is increasing. Hospitalizations have also increased, primarily among unvaccinated persons. Marin County is also seeing a concerning uptick in cases among staff and residents in long-term care facilities; and

WHEREAS, the Delta variant continues to pose a significant risk to the health and safety of attendees at an in-person meeting of the Board of Directors of the District; and

WHEREAS, on December 1, 2021 the State of California and the San Francisco Department of Public Health have confirmed a case of the Omicron variant in California which poses a new significant risk to the health and safety of attendees of an in-person meeting of the Board of Directors of the District; and

WHEREAS, the Board of Directors does hereby find that, as noted by the Governor, the California Department of Public Health and the Marin County Public Health Officer, that a State of Emergency continues to exist in regard to the Covid-19 outbreak and its Delta and Omicron variant, has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to proclaim a local emergency and ratify the proclamation of

state of emergency by the Governor of the State of California, the California Department of Public Health and the Public Health Officer of The County of Marin; and
and

WHEREAS, as a consequence of the local emergency persisting, the Board of Directors does hereby find that the Board of Directors of LAS GALLINAS VALLEY SANITARY DISTRICT shall continue to conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall continue to comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the District will continue to:

1. Clearly advertise the means by which members of the public can observe a public meeting or offer comment during a meeting remotely, via either a call-in or internet-based option;

2. Provide the relevant remote access information to members of the public looking to attend a meeting of a local agency legislative body. This information includes, but is not limited to: phone numbers, passwords, URLs, email addresses, etc., such that members of the public are able to attend the meeting remotely;

3. Ensure that the public remains able to connect to a meeting and offer public comment by the means previously advertised in the meeting notice or agenda; and

4. In the event that meetings are interrupted by technological or similar technical disruptions must first resolve those issues before taking any other action(s) on items on the meeting agenda.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF LAS GALLINAS VALLEY SANITARY DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Affirmation that Local Emergency Persists. The Board of Directors hereby considers the conditions of the state of emergency in the District and proclaims that a local emergency persists throughout the District, and due to the continuing Covid-19 pandemic and its Delta variant, which would present an imminent risk to the health and safety of the Board of Directors and members of the public at an in-person meeting due to the confined space in which the Board of Directors meeting are normally held.

Section 3. Re-ratification of Governor’s Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California’s Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020 and continuing through follow-up Executive Orders, the most recent being Executive Order N-08-21, issued June 11, 2021.

Section 4. Remote Teleconference Meetings. The General Manager and Staff of the LAS GALLINAS VALLEY SANITARY DISTRICT are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) January 15, 2022, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the Board of Directors of LAS GALLINAS VALLEY SANITARY DISTRICT may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

* * * * *

I hereby certify that the forgoing is a full, true and correct copy of a resolution duly and regularly passed and adopted by the Sanitary Board of the Las Gallinas Valley Sanitary District, Marin County, California, at a regular meeting thereof held on December 16, 2021, by the following vote of the members thereof:


- AYES, and in the favor thereof, Members:
- NOES, Members:
- ABSENT, Members:
- ABSTAIN, Members:

Teresa Lerch, District Secretary

APPROVED:

Crystal J. Yezman, President of Board of Directors

Agenda Summary Report

To: Board of Directors
From: Dale McDonald, Administrative Services Manager 
(415) 526-1519 dmcDonald@lqvsd.org
Meeting Date: December 16, 2021
Re: Resolution Ratifying Approved Unrepresented Employee Employment Agreements and Approving Revised Pay Schedule Effective July 1, 2021
Item Type: Consent X Action _____ Information _____ Other _____
Standard Contract: Yes _____ No _____ (See attached) Not Applicable X .

STAFF RECOMMENDATION

That the Board ratify the Employment Agreements for all Unrepresented Employees and adopt the attached Resolution 2021-2234 approving a salary Pay Schedule that will apply to all employees, effective July 1, 2021.

BACKGROUND

As a result of a two-year successor Memorandum of Understanding (“MOU”) agreement between Operating Engineers Local 3 and the Las Gallinas Valley Sanitary District the represented salary schedule for employee classifications was modified effective July 1, 2021. A Pay Schedule for represented employees was adopted on August 19, 2021.

The District later approved continuing Employment Agreements with its management and unrepresented employees. The pay schedule must be updated to reflect the recently approved contract terms for these positions. Longevity has been included on the salary schedule to clearly convey the cost of the longevity program to employees and the public.

The attached salary schedule, effective July 1, 2021, combines the previously approved represented employee’s salary schedule, salary range adjustments for management and unrepresented employees, and the Civil Engineering Technician and CMMS Technician position recently approved.

PREVIOUS BOARD ACTION

On December 2, 2021, the Board approved continuing Employment Agreements with management and unrepresented employees, terms of which require updates to the District Pay Schedule.

ENVIRONMENTAL REVIEW

N/A

FISCAL IMPACT

The fiscal year 2021-22 budget provides for the pay increases that will result if the pay schedule is adopted.

RESOLUTION NO. 2021-2234

**A RESOLUTION RATIFYING UNREPRESENTED EMPLOYEE AGREEMENTS AND
ADOPTING A REVISED PAY SCHEDULE FOR BOTH UNREPRESENTED AND
REPRESENTED EMPLOYEES OF THE DISTRICT**

LAS GALLINAS VALLEY SANITARY DISTRICT

WHEREAS, the District adopted the Pay Schedule for represented employees, effective July 1, 2021, on August 19, 2021 while awaiting completion of management contracts; and

WHEREAS, the District approved employment agreements with management and unrepresented employees on December 2, 2021 requiring the Pay Schedule be updated; and

WHEREAS, the District wishes to have only one published Pay Schedule for management, represented, and unrepresented employees; and

WHEREAS, the Las Gallinas Valley Sanitary District ("District") has contracted with CalPERS to provide certain retirement benefits to its employees; and

WHEREAS, the governance of retirement benefits provided to public employees in the state of California is governed by California Government Code Title 2, Division 5, Part 3 Public Employees' Retirement System; and

WHEREAS, the Board of Administration of the Public Employees' Retirement System has promulgated regulations to implement requirements of the governing law; and

WHEREAS, the California Code of Regulations, Subchapter 1, Employees' Retirement System Regulations section 570.5 (2 CCR § 570.5) states that

"(a) For purposes of determining the amount of "compensation earnable" pursuant to Government Code Sections 20630, 20636, and 20636.1, payrate shall be limited to the amount listed on a pay schedule that meets all of the following requirements:

- (1) Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws;
- (2) Identifies the position title for every employee position;
- (3) Shows the payrate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
- (4) Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
- (5) Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;

- (6) Indicates an effective date and date of any revisions;
- (7) Is retained by the employer and available for public inspection for not less than five years; and
- (8) Does not reference another document in lieu of disclosing the payrate”.

THEREFORE, BE IT RESOLVED that the Board of Directors of the Las Gallinas Valley Sanitary District does hereby ratify the Employment Agreements for its unrepresented employees, which list is attached as Exhibit A and is included by reference.

BE IT FUTHER RESOLVED that the Board of Directors of the Las Gallinas Valley Sanitary District does hereby adopt the revised Pay Schedule Effective July 1, 2021 for all employees, which is attached as Exhibit B and is included by reference, in accordance with the requirements of the California Code of Regulations, Subchapter 1, Employees’ Retirement System Regulations section 570.5 (2 CCR § 570.5).

BE IT FUTHER RESOLVED that the Board of Directors of the Las Gallinas Valley Sanitary District does hereby approve the Summary of Benefit Provisions for the Unrepresented Management and Employee Bargaining Group for the term July 1, 2021 to June 30, 2023, which is attached as Exhibit C and is included by reference.

* * * * *

I hereby certify that the forgoing is a full, true and correct copy of a resolution duly and regularly passed and adopted by the Sanitary Board of the Las Gallinas Valley Sanitary District, Marin County, California, at a regular meeting thereof held on December 16, 2021, by the following vote of the members thereof:

- AYES, and in favor thereof, Members:
- NOES, Members:
- ABSENT, Members:
- ABSTAIN, Members:

Teresa L. Lerch, District Secretary
Las Gallinas Valley Sanitary District

APPROVED:

(seal)

Crystal J. Yezman Board President

List of Unpresented Management and Administrative Employment Contracts

Effective as of July 1, 2021

Approved December 2, 2021

Administrative/Financial Specialist Schultz

Administrative Services Manager McDonald

Collections/Safety/Maintenance Manager Pease

District Engineer Cortez

Plant Manager Liebmann

Notes on above Employment Agreements

Employment Agreements referenced in this resolution and presented to the Board are on file at the District office.

References to functions and duties Exhibit "A" under Section 1 of the employment agreements refers to classification descriptions previously approved by the Board of Directors. They are on file with the original employment agreements and are available at the District office.

References to Salary Schedule Exhibit "B" under Section 3 of the employment agreements refers to the revised Pay Schedule Effective July 1, 2021 for all employees, which is attached as Exhibit B of this resolution.

References to Benefits Exhibit "C" under Section 5 of the employment agreements refers to the Summary of Benefit Provisions for the Unrepresented Management and Employee Bargaining Group for the term July 1, 2021 to June 30, 2023, which is attached as Exhibit C of this resolution.



Las Gallinas Valley Sanitary District
Salary Pay Schedule as of July 1, 2021

EXHIBIT B

Full Time Positions	Monthly Salary							
	Step 1	Step 2	Step 3	Step 4	Step 5	Longevity 3% ⁽²⁾	Longevity 3% ⁽³⁾	Longevity 2% ⁽⁴⁾
Administrative Assistant	5,895	6,190	6,499	6,824	7,165	7,523	7,749	N/A
Administrative/Financial Specialist	8,126	8,532	8,959	9,407	9,877	N/A	N/A	N/A
Administrative Services Manager	14,339	15,056	15,809	16,600	17,429	N/A	N/A	N/A
Assistant Engineer	8,970	9,418	9,889	10,383	10,903	11,448	11,791	N/A
Associate Engineer	10,929	11,475	12,049	12,651	13,284	13,948	14,366	N/A
Civil Engineering Technician	7,182	7,541	7,918	8,314	8,730	9,167	9,442	N/A
Collection System/Maintenance/Safety Manager	13,990	14,689	15,423	16,195	17,004	17,855	18,390	18,758
Collection System Operator ⁽¹⁾	5,611	5,891	6,186	6,495	6,820	N/A	N/A	N/A
Collection System Operator I ⁽¹⁾	5,895	6,190	6,499	6,824	7,165	N/A	N/A	N/A
Collection System Operator II	6,193	6,503	6,828	7,169	7,528	7,904	8,141	N/A
Collection System Operator III	6,669	7,003	7,353	7,721	8,107	8,512	8,767	N/A
Collection System Operator Lead	7,182	7,541	7,918	8,314	8,730	9,167	9,442	N/A
CMMS Technician	7,182	7,541	7,918	8,314	8,730	9,167	9,442	N/A
District Engineer	14,698	15,433	16,204	17,014	17,865	18,758	19,321	19,708
District Secretary	7,734	8,121	8,527	8,954	9,401	9,871	10,168	N/A
Electrical Instrumentation Technician	7,734	8,121	8,527	8,954	9,401	9,871	10,168	N/A
Environmental Services Director	9,901	10,396	10,916	11,461	12,034	12,636	13,015	N/A
Laboratory Analyst-in-Training ⁽¹⁾	6,836	7,178	7,537	7,914	8,309	N/A	N/A	N/A
Laboratory Analyst I ⁽¹⁾	7,182	7,541	7,918	8,314	8,730	N/A	N/A	N/A
Laboratory Analyst II	7,928	8,324	8,740	9,177	9,636	10,118	10,422	N/A
Laboratory Analyst III	9,194	9,654	10,136	10,643	11,175	11,734	12,086	N/A
Maintenance Supervisor	10,402	10,922	11,468	12,042	12,644	13,276	13,674	N/A
Plant Manager	14,339	15,056	15,809	16,600	17,429	18,301	18,850	19,227
Plant Operator-in-Training ⁽¹⁾	6,193	6,503	6,828	7,169	7,528	N/A	N/A	N/A
Plant Operator I ⁽¹⁾	6,507	6,832	7,174	7,532	7,909	N/A	N/A	N/A
Plant Operator II	7,182	7,541	7,918	8,314	8,730	9,167	9,442	N/A
Plant Operator III	7,928	8,324	8,740	9,177	9,636	10,118	10,422	N/A
Plant Operator Lead	8,537	8,964	9,412	9,883	10,377	10,896	11,223	N/A
Plant Operations Supervisor	10,402	10,922	11,468	12,042	12,644	13,276	13,674	N/A
Skilled Maintenance Worker I ⁽¹⁾	6,193	6,503	6,828	7,169	7,528	N/A	N/A	N/A
Skilled Maintenance Worker II	7,182	7,541	7,918	8,314	8,730	9,167	9,442	N/A
General Manager *	21,094							

**The General Manager position is a contract position. The salary was last established by the District Board of Directors on 1/21/2021. Position is currently vacant.*

How to Use this Pay Scale: Steps 1 through 5 are the regular levels for all positions.

- (1) Represented employees in entry level classifications and unrepresented employees hired after 7/1/2016 are not eligible for longevity pay.
- (2) Longevity Pay equal to 5% of salary is given beginning on the 7th year of employment, longevity shown is for employees at top regular step 5.
- (3) Additional Longevity Pay equal to 3% of salary is given beginning on the 11th year of employment, longevity shown is for employees at top regular step 5.
- (4) Additional Longevity Pay equal to 2% of salary is given beginning on the 16th year of employment for management hired prior to 7/1/2016.

Resolution No. 2021-2234

Adopted _____

In addition to the benefits specifically discussed in the employment contracts, the following benefits offered to the members of the OE3 bargaining unit will apply:

Benefits	Section (in MOU)	Summary	
Holidays	15.1	11 days per year	
Max Vacation Accrual	15.2	272 hours	
Vacation Time Awarded	15.2	Years 1-3	14 days
		Years 4 to 10	19 days
		Years 11 to 15	22 days
		Years 16+	24 days
		A one-time 5-day vacation bonus is given after 20 years of service	
Vacation Cash-Out	Per contract	Cash-out 80 hours twice-yearly, with a minimum balance remaining of 40 hours	
Administrative Leave	Per Contract	Exempt Management Employees Only Lump sum of 80 hours reset each year on July 1st	
Admin Leave – Safety Award		4 hours added to leave bi-annually if No Accidents in the Plant	
Sick Leave	15.4	Accrue (1) 8-hr day a month – No Cap	
		After 3 Years – If you Resign - 50% Cash Out	
		After 3 Years – If you Retire – 50% Cash Out 50% CalPERS Service Credit	
Cell Phone	Per Contract	Reimburse for Cell purchase with Cap	
		Reimburse one personal cell line monthly costs	
Auto Allowance	Per Contract	Allowance Reimbursement or use of District Vehicle	
Technology	Per Contract	Reimbursed for iPad or Laptop – Limit of \$1,347 – Administrative Policy A-03.	
Longevity Pay	Per Contract	Employees Hired prior to 7/1/2016 Only	
		After 6 years – 5%	
		After 10 years – 3%	
		After 15 years – 2%	
Medical Cafeteria Plan	17.1/17.2	PERS Health Plan	
LGVSD Contribution		Kaiser family rate	
EE Contribution		Excess monthly cost for plan over Kaiser plan	
Dental	17.3	Annual cap of \$3,000 per covered individual after applicable co-pay	
Vision	17.4	VSP	
LGVSD Contribution		50% of the cost	
EE Contribution		50% of the cost	

Waive District Health Insurance	Per Contract	On proof of coverage, a \$250 reimbursement per month.
Life/AD&D Insurance	17.6	1 x Salary up to \$50,000
Long-term Disability	17.10	66.67% of monthly salary up to \$15,000 of salary
Deferred Comp 457	18.1	Voluntary – EE pays
CalPERS Retirement	18.1	Classic Employees – 2.7% at 55, highest year, EE pays 8% pretax PEPRA Employees – 2% at 62, final 3 years of compensation; EE pays 8% pre-tax; salary limit of \$128,059 as of CY 2021, adjusted annually.
Retiree Medical	18.2.2	Hired pre-1/1/03: State one party rate employee only; 5 year vesting Hired post 1/1/03 and pre-7/1/2014: State 100/90 plan EE, EE + sp, EE + dependents; 10 years PERS service 50% vested, 20 years PERS service 100% vested, 5 years with LGVSD
	18.3	Hired after 7/1/2014: 10 years of District service, 50% vested, 100% vested at 20 years of District service. Employee only coverage based on the One Party State Rate.
Boot Allowance	19	Annual \$300, as of 7/1/2021 to eligible employees
Prescription Safety Glasses	19	Every two years \$305, as of 7/1/2021 to eligible employees

Note: Employees of the Unrepresented Bargaining Group do not have rights under the MOU as they pertain to discipline, discharge or employment status. Reference to the MOU sections in this document in terms of defining benefits offered to this group is for convenience only.

EMPLOYMENT AGREEMENT

Between Las Gallinas Valley Sanitary District

And

Amy Schultz (Administrative/Financial Specialist - Confidential)

This EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2021, by and between the Las Gallinas Valley Sanitary District, a special district, (“District or Employer”) and Amy Schultz, (“Employee”) both of whom understand as follows:

WITNESSETH

WHEREAS, Employer desires to employ the services of Amy Schultz as Administrative/Financial Specialist - Confidential of the Las Gallinas Valley Sanitary District; and

WHEREAS, this position is identified in the codified Ordinance Code of the Las Gallinas Valley Sanitary District as Title 1, Chapter 5; and

WHEREAS, it is the desire of the District Board, (“Board”) to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, Employee desires to continue employment as Administrative/Financial Specialist - Confidential of the Las Gallinas Valley Sanitary District;

WHEREAS, both Employer and Employee have read this Agreement and understand its contents fully;

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree as follows:

TERMS

Section 1: Confidential Nature of Position

This position is authorized by Title 1, Chapter 5 of the Ordinance Code of the Las Gallinas Valley Sanitary District. The position is confidential and Employee shall maintain all information as confidential as required by the Ordinance.

Section 2: Duties

A. Employer hereby agrees to employ Amy Schultz as Administrative/Financial Specialist - Confidential to perform the functions and duties specified in the job description, attached as Exhibit "A" and to perform other legally permissible and proper duties and functions as the Administrative/Financial Specialist - Confidential.

B. The Administrative/Financial Specialist - Confidential shall meet all job duties as described in the attached Exhibit "A". The Administrative/Financial Specialist – Confidential shall do and perform all services, acts, and functions necessary to conduct the general business and governmental affairs of Employer in accordance with the laws of the United States of America and the State of California governing special districts as directed by the Administrative Services Manager and as outlined in the Administrative/Financial Specialist - Confidential job description.

C. Employee agrees that during the term of this Agreement, Employee shall devote Employee's full energies, interests, abilities, and productive time to the performance of the duties and responsibilities as set forth in this Agreement and shall not conduct any business or render services of any kind for compensation, or undertake other business, professional or commercial activity.

D. Employee shall perform all duties with due diligence and with the best interest of Employer in mind.

E. Due to the nature of her employment which requires close proximity to Employer's facilities, Employee agrees to maintain her permanent residence to a distance within a 45-minute automobile drive of the Employer's office during non-commute hours.

Section 2: Term

A. Employment pursuant to the terms of this Agreement is "at will". Specifically, Employee serves as Administrative/Financial Specialist - Confidential at the pleasure of the General Manager, and as an at-will employee, can be terminated at any time, either with or without cause.

B. The term of this Agreement shall continue on December 2, 2021 and end later on June 30, 2023 unless terminated before the expiration of the term in accordance with the provisions of this Agreement. In the event Employee continues employment with the District and the District has not completed contract negotiations with management employees by June 30, 2023, Employee's employment with the District shall still be covered by this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the General Manager to terminate the services of Employee at any time, subject only to the provisions set forth in Section 7 of this Agreement.

D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from her position with Employer, subject only to the provisions set forth in Section 7 of this Agreement.

Section 3: Salary

A. Employer agrees to initially compensate Employee based on the appropriate salary step identified in the Administrative/Financial Specialist - Confidential Salary Schedule attached as Exhibit "B" plus any appropriate longevity amounts.

B. Prior to or within one month of her anniversary date, the Administrative Services Manager shall review the performance of Employee and, with the authorization of the General Manger, may increase Employee's salary in accordance with the Step Schedule described in Administrative/Financial Specialist - Confidential Salary Schedule.

C. Further salary increases during the term of this Agreement shall be based on District Salary Surveys or, in part, on a performance review with the percentage salary increase determined by the General Manager (see Section 4, below).

D. Effective the pay period that encompasses July 1, 2021, the Employee's compensation will be \$8,959 per month (Step 3) as set forth in Exhibit "B", the pay scale as of July 1, 2021.

E. Effective July 1, 2022, the Employee shall be entitled to General Wage COLA increase of 2.75%.

Section 4: Performance Evaluation

The Administrative Services Manager shall review and evaluate the performance of the Employee at least once annually, beginning with her first anniversary date as Administrative/Financial Specialist - Confidential. Said review and evaluation shall be in accordance with specific criteria developed by Employer. The District and Employee may develop annual goals, objectives, and performance standards for Employee for the benefit of the District

and in attainment of the District's policy objectives, and may further establish a priority among those goals, objectives, and performance standards. Additionally, the District may periodically establish goals and objectives regarding the Employee's performance of the duties of Administrative/Financial Specialist - Confidential.

Section 5: Benefits

A. Employee shall be entitled any benefits specified for the Unrepresented Bargaining Group in the attached Exhibit "C". However, a specific description of certain of those benefits follows and the specific description below controls the rights and obligations of Employee and Employer for that specific benefit.

- i. The District contracts with the California Public Employee's Retirement System for its retirement program. The District's contract with the California Public Employee's Retirement System for "New Members" are subject to the provisions of PEPRA which provides a retirement benefit of 2% at age 62 and the benefit based on the final three years of compensation. In consideration for the Supplemental Wage Increase outlined in Section 3, Paragraph G, New Members shall pay a minimum of 50% of the normal cost as required by PEPRA, or the classic employee's contribution rate, whichever is higher.

Section 6: Professional Development

Employee shall receive make efforts to continue her performance development. Employee shall obtain the General Manager's prior approval for any expenses for professional development. The General Manager's determination for such expenses are solely within his discretion.

Section 7: Termination of Agreement and Severance Pay

- A. The Agreement may be terminated at any time by either party in writing.
- B. Both sides agree that it is preferable to provide thirty (30) days advance notice of termination, but such advance notice is not required.
- C. “At Will” Employment: The parties to this Agreement expressly acknowledge that Employee is “at will” and serves at the pleasure of the General Manager. Employee may be terminated at any time with or without cause at the sole discretion of the District. The District recognizes the right of the Employee to terminate her employment at any time with or without reason.
- D. Notwithstanding anything else contained in the Agreement, the terms and provisions of this Agreement shall terminate automatically and immediately upon the death or permanent disability of Employee.
- E. In the event Employer wishes to terminate Employee without reference to cause, then Employee may be entitled to severance pay in a lump sum equal to one month of Employee’s current salary. The District shall only be obligated to pay this severance if the Employee agrees to execute a standard release agreement as prepared by the District that releases the District from any and all claims the Employee may have against the District. If the Employee refuses to sign this standard severance and release agreement, the Employee shall not be entitled to the severance pay. Notwithstanding any other provision in this Agreement, in accordance with Government Code § 53260, in the event this Agreement is terminated, the maximum cash settlement that Employee may receive shall be an amount equal to the monthly salary of Employee multiplied by the number of months left on the unexpired term of the Agreement. However, if the unexpired

term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18.

F. In the event Employee is terminated, the Employee shall be paid out for accrued but unused vacation, compensatory time, and administrative leave. Accrued sick leave benefits shall be paid in accordance with District personnel policy.

G. If Employee resigns at the request of the General Manager, Employee shall be deemed terminated without cause and may be entitled to severance as set forth under Section 7.E.

Section 8: Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

General Manager
Las Gallinas Valley Sanitary District
101 Lucas Valley Road, Suite 300
San Rafael, CA 94903

Amy Shultz
956 Edwards Ave
Santa Rosa, CA 95401

Alternatively, notices required pursuant to the agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 9: General Provisions

A. The text herein shall constitute the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing between the District and the Employee and contains all of the covenants and agreements between the parties with respect to such employment in any manner whatsoever. Any prior agreements merge into this Agreement and specifically prior employment agreements merge into this agreement.

B. Each party to the Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and no other agreement, statement, or promise not contained in the Agreement shall be valid or binding. Any modification of the Agreement will be effective only if it is in writing and signed by both the General Manager and the Employee.

C. This Agreement shall be binding upon and inure to the benefit of the heirs of Employee.

D. If any provision, or any portion, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. This Agreement shall be interpreted under the laws of the State of California. Venue for any action shall be in the Superior Court for the County of Marin.

F. Employee understands that the Board may, from time to time, revise the District's policies. Employee understands that Employee is subject to those policies and procedures when they are not in conflict with the contents of this Agreement.

G. The Employee may reopen negotiations with regards to this Employment Agreement if the District has not come to agreement with the union on a Memorandum of Understanding between the District and Operating Engineers Local 3 by June 30, 2023. Any increase in salary or benefits renegotiated will be retroactive to July 1, 2023.

H. Nothing in this agreement prevents the employee from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that the employee has reason to believe is unlawful.

IN WITNESS WHEREOF, Las Gallinas Valley Sanitary District has caused this Agreement to be signed and executed on its behalf by its Board President, and duly attested by its District Secretary, and the Employee has signed and executed this Agreement the day and year first above written.

Date: _____

Board President
Las Gallinas Valley Sanitary District

Date: 12/6/21

Amy Schultz
Amy Schultz

ATTEST:

Teri Lerch
District Secretary Pro

Seal

APPROVED AS TO FORM:

David J. Byers, Attorney for Las Gallinas Valley Sanitary District

Employment Agreement – Amy Schultz (Administrative/Financial Specialist - Confidential)

Page 9

EMPLOYMENT AGREEMENT

Between Las Gallinas Valley Sanitary District

And

DALE MCDONALD (Administrative Services Manager)

This EMPLOYMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2021, by and between the Las Gallinas Valley Sanitary District, a special district, ("District or Employer") and DALE MCDONALD, ("Employee") both of whom understand as follows:

WITNESSETH

WHEREAS, Employer desires to employ the services of DALE MCDONALD as Administrative Services Manager of the Las Gallinas Valley Sanitary District; and

WHEREAS, it is the desire of the District Board, ("Board") to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS Employer and Employee now desire to set forth their agreement for employment of Employee on the terms and subject to the conditions set forth herein.

WHEREAS, both Employer and Employee have read this Agreement and understand its contents fully;

NOW, THEREFORE, in consideration of the foregoing and the provisions and promises hereinafter set forth, the parties agree as follows:

TERMS

Section 1: Duties

A. Employer hereby agrees to employ DALE MCDONALD as Administrative Services Manager to perform the functions and duties specified in the job description, attached as Exhibit "A" and to perform other legally permissible and proper duties and functions as the Administrative Services Manager.

B. The Administrative Services Manager shall be in charge of and responsible for the operation and management of the Administrative Office and the general business and governmental affairs of Employer in accordance with the laws of the United States of America and the State of California governing special districts as directed by the General Manager and as outlined in the Administrative Services Manager job description. The Administrative Services Manager shall do and perform all services, acts, and functions necessary or advisable to manage and conduct the business and governmental affairs of Employer as determined by the General Manager.

C. Employee agrees that during the term of this Agreement, Employee shall devote Employee's full energies, interests, abilities, and productive time to the performance of the duties and responsibilities as set forth in this Agreement and shall not conduct any business or render services of any kind for compensation, or undertake other business, professional or commercial activity without written approval of the General Manager.

D. Employee shall perform all duties with due diligence and with the best interest of Employer in mind.

Section 2: Term

A. Employment pursuant to the terms of this Agreement is "at will". Specifically, Employee serves as Administrative Services Manager at the pleasure of the General Manager, and as an at-will employee, can be terminated at any time, either with or without cause.

B. The term of this Agreement shall continue on December 2, 2021 and end later on June 30, 2023, unless terminated before the expiration of the term in accordance with the provisions of this Agreement. In the event Employee continues employment with the District and the District has not completed contract negotiations with management employees by June 30, 2023, Employee's employment with the District shall still be covered by this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the General Manager to terminate the services of Employee at any time, subject only to the provisions set forth in Section 7 of this Agreement.

D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from their position with Employer, subject only to the provisions set forth in Section 7 of this Agreement.

Section 3: Salary

A. Employer agrees to initially compensate Employee based on the appropriate salary step identified in the Administrative Services Manager Salary Schedule attached as Exhibit "B".

B. Prior to or within one month of his anniversary date, the General Manager shall review the performance of Employee and, at his or her sole discretion, may increase Employee's salary in accordance with the Step Schedule described in Administrative Services Manager Salary Schedule.

C. Further salary increases during the term of this Agreement shall be based on District Salary Surveys or, in part, on a performance review with the percentage salary increase determined by the General Manager (see Section 4, below).

D. Effective the first pay period that encompasses July 1, 2021 the Employee's compensation will be \$15,056 per month (Step 2) as set forth in Exhibit "B", the pay scale as of July 1, 2021.

E. Effective July 1, 2022, the Employee will be entitled to a General Wage COLA of 2.75%.

F. In the event the Employee is requested to be Acting General Manager for more than seven consecutive days, on the eighth day the Employee's pay will be increased by 5% until the Employee is no longer in the position of Acting General Manager.

Section 4: Performance Evaluation

The General Manager shall review and evaluate the performance of the Employee at least once annually, beginning with their first anniversary date as Administrative Services Manager. Said review and evaluation shall be in accordance with specific criteria developed by Employer. The District and Employee may develop annual goals,

objectives, and performance standards for Employee for the benefit of the District and in attainment of the District's policy objectives, and may further establish a priority among those goals, objectives, and performance standards. Additionally, the District may periodically establish goals and objectives regarding the Employee's performance of the duties of Administrative Services Manager.

Section 5: Management Benefits

A. Employee shall be entitled any benefits specified for the Unrepresented Bargaining Group in the attached Exhibit "C". However, a specific description of certain of those benefits follows and the specific description below controls the rights and obligations of Employee and Employer for that specific benefit.

B. Employee shall be compensated \$399.23 monthly for a vehicle allowance. The amount will increase each year based on Board approved COLA increases.

C. On July 1st of each year the Employee shall be granted a lump sum of 80 hours of Administrative leave. The allotment shall reset to 80 hours on July 1 of every year, regardless of the unused balance remaining from prior fiscal years.

D. Under the current defined benefit plan, pursuant to the Public Employees' Retirement Law (Government Code § 20000 et seq. ("PERL")), Employee is required to contribute 8% of the Employee's "compensation earnable and reportable" ("PERSable compensation") toward the costs of said benefit plan.

E. Employee can choose either a District supplied smartphone or can be

reimbursed the median for a 6 GB plan of the following wireless carriers (AT&T, Sprint and Verizon). Employee can be reimbursed for the phone purchases once every 3 years up to \$273.58. The allowance will be based on Board approved COLA increases of each year. It is the sole responsibility of the Employee to maintain their Employee owned phone. Employee shall be on call and maintain their phone in good working condition and in close proximity to respond to District emergencies as necessary or directed by the General Manager. Should the Employee terminate their employment with the District within one year of receiving a reimbursement for a phone, the Employee shall reimburse the District 50% of the cost so reimbursed.

F. If Employee has outside health insurance coverage, the Employee may opt out of the District provided health insurance and receive an in-lieu payment of \$250 per month to offset the cost of the outside health insurance. The Employee must provide proof of health insurance coverage.

G. Employee, with the General Manager's consent, may purchase a tablet computer or laptop once in a four-year period and be reimbursed based on District policy. Should the Employee terminate employment within two years of receiving the reimbursement, the Employee shall return to the District 50% of the cost so reimbursed.

H. Cash out of Vacation: The maximum amount of vacation time EMPLOYEE may accrue is 272 hours. EMPLOYEE shall be eligible to cash out up to 80 hours of vacation time twice a year. All vacation hours purchased shall be compensated at the EMPLOYEE's current rate of pay and will be removed from the EMPLOYEE's

accumulated vacation balance. In no event shall EMPLOYEE cash-outs result in a vacation balance of less than 40 hours. Such requests for cash-out of vacation hours shall be submitted in writing by the employee to the General Manager, who will verify and approve the request. Vacation requests must be submitted by June 1 and/or December 1 and will be processed on the following pay period. This cash-out will be subject to applicable Federal and State Payroll Tax Law.

Section 6: Professional Development

A. Employer agrees to budget for and to pay for associations, publications and subscriptions for Employee necessary for their continuation and full participation in national regional, state, and local associations and organizations necessary and desirable for their continued professional participation, growth, and advancement, and for the good of the Employer as determined solely by the General Manager.

B. Employer hereby agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for professional and office travel, meetings, and occasions necessary to continue the professional development of Employee and maintenance of required licenses as determined solely by the General Manager.

C. Employer also agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for short courses, institutes, conferences and seminars that are necessary for their professional development and for the good of the Employer as determined solely by the General Manager.

D. Employee shall obtain the General Manager's prior approval for any

expenses in this Section which are not in the approved budget

Section 7: Termination of Agreement and Severance Pay

- A. The Agreement may be terminated at any time by either party in writing.
- B. Both sides agree that it is preferable to provide thirty (30) days advance notice of termination, but such advance notice is not required.
- C. "At Will" Employment: The parties to this Agreement expressly acknowledge that Employee is "at will" and serves at the pleasure of the General Manager. Employee may be terminated at any time with or without cause at the sole discretion of the District. The District recognizes the right of the Employee to terminate their employment at any time with or without reason.
- D. Notwithstanding anything else contained in the Agreement, the terms and provisions of this Agreement shall terminate automatically and immediately upon the death or permanent disability of Employee.
- E. In the event Employer wishes to terminate Employee without reference to cause, then Employee may be entitled to severance pay in a lump sum equal to three months of Employee's current salary. The District shall only be obligated to pay this severance if the Employee agrees to execute a standard release agreement as prepared by the District that releases the District from any and all claims the Employee may have against the District. If the Employee refuses to sign this standard severance and release agreement, the Employee shall not be entitled to the severance pay. Notwithstanding

any other provision in this Agreement, in accordance with Government Code § 53260, in the event this Agreement is terminated, the maximum cash settlement that Employee may receive shall be an amount equal to the monthly salary of Employee multiplied by the number of months left on the unexpired term of the Agreement. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18.

F. In the event Employee is terminated, the Employee shall be paid out for accrued but unused vacation time and administrative leave. Accrued sick leave benefits shall be paid in accordance with District personnel policy.

G. If Employee resigns at the request of the General Manager, Employee shall be deemed terminated without cause and may be entitled to severance as set forth under Section 7.E.

Section 8: Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Las Gallinas Valley Sanitary
District 100 Lucas Valley Road,
Suite 300 San Rafael, CA 94903

DALE MCDONALD
675 Edwards St.
Crockett, CA 94525

Alternatively, notices required pursuant to the agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be

deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 9: General Provisions

A. The text herein shall constitute the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing between the District and the Employee and contains all of the covenants and agreements between the parties with respect to such employment in any manner whatsoever. Any prior agreements merge into this Agreement and specifically prior employment agreements merge into this agreement.

B. Each party to the Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and no other agreement, statement, or promise not contained in the Agreement shall be valid or binding. Any modification of the Agreement will be effective only if it is in writing and signed by both the General Manager and the Employee.

C. This Agreement shall be binding upon and inure to the benefit of the heirs of Employee.

D. If any provision, or any portion, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. This Agreement shall be interpreted under the laws of the State of

California. Venue for any action shall be in the Superior Court for the County of Marin.

F. Employee understands that the Board may, from time to time, revise the District's policies. Employee understands that Employee is subject to those policies and procedures when they are not in conflict with the contents of this Agreement.

G. The Employee may reopen negotiations with regards to this Employment Agreement if the District has not come to agreement with the union on a Memorandum of Understanding between the District and Operating Engineers Local 3 by June 30, 2023. Any increase in salary or benefits renegotiated will be retroactive to July 1, 2023.

H. Nothing in this agreement prevents the employee from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that the employee has reason to believe is unlawful.

IN WITNESS WHEREOF, Las Gallinas Valley Sanitary District has caused this Agreement to be signed and executed on its behalf by Board President, and duly attested by its District Secretary, and the Employee has signed and executed this Agreement the day and year first above written.

Date: _____

Board President
Las Gallinas Valley Sanitary District

Date: 12/6/2021



DALE MCDONALD

ATTEST:

Teresa Lerch
District Secretary

Seal

APPROVED AS TO FORM:

David J. Byers, Attorney for
Las Gallinas Valley Sanitary District

EMPLOYMENT AGREEMENT

Between Las Gallinas Valley Sanitary District

And

Greg Pease (Collection System/Safety/Maintenance Manager)

This EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2021, by and between the Las Gallinas Valley Sanitary District, a special district, (“District or Employer”) and Greg Pease, (“Employee”) both of whom understand as follows:

WITNESSETH

WHEREAS, Employer desires to employ the services of Greg Pease as Collection System/Safety/Maintenance Manager of the Las Gallinas Valley Sanitary District; and

WHEREAS, it is the desire of the District Board, (“Board”) to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, Employee desires to become employed as Collection System/Safety/Maintenance Manager of the Las Gallinas Valley Sanitary District;

WHEREAS, both Employer and Employee have read this Agreement and understand its contents fully;

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree as follows:

TERMS

Section 1: Duties

A. Employer hereby agrees to employ Greg Pease as Collection System/Safety/Maintenance Manager to perform the functions and duties specified in the job description attached as Exhibit "A" and to perform other legally permissible and proper duties and functions as the Collection System/Safety/Maintenance Manager.

B. The Collection System/Safety/Maintenance Manager shall be in charge of and responsible for the operation and management of the Collection System, Pump Stations, Safety Program and the general business and governmental affairs of Employer in accordance with the laws of the United States of America and the State of California governing special districts as directed by the General Manager and as outlined in the Collection System/Safety/Maintenance Manager job description. The Collection System/Safety/Maintenance Manager shall do and perform all services, acts, and functions necessary or advisable to manage and conduct the business and governmental affairs of Employer as determined by the General Manager.

C. Employee agrees that during the term of this Agreement, Employee shall devote Employee's full energies, interests, abilities, and productive time to the performance of the duties and responsibilities as set forth in this Agreement and shall not conduct any business or render services of any kind for compensation, or undertake other business, professional or commercial activity.

D. Employee shall perform all duties with due diligence and with the best interest of Employer in mind.

E. Due to the nature of his employment which requires close proximity to Employer's facilities, Employee agrees to maintain his permanent residence within a 45-minute automobile drive to the Employer's office during non-commute hours. Employee is entitled to an Emergency Response Stipend of \$300 per month as a benefit for being a Stand-by Emergency Response employee.

Section 2: Term

A. Employment pursuant to the terms of this Agreement is "at will". Specifically, Employee serves as Collection System/Safety/Maintenance Manager at the pleasure of the General Manager, and as an at-will employee, can be terminated at any time, either with or without cause.

B. The term of this Agreement shall continue on December 2, 2021 and end later on June 30, 2023, unless terminated before the expiration of the term in accordance with the provisions of this Agreement. In the event Employee continues employment with the District and the District has not completed contract negotiations with management employees by June 30, 2023, Employee's employment with the District shall still be covered by this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the General Manager to terminate the services of Employee at any time, subject only to the provisions set forth in Section 7 of this Agreement.

D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provisions set forth in Section 7 of this Agreement.

Section 3: Salary

A. Employer agrees to initially compensate Employee based on the appropriate salary step identified in the Collection System/Safety/Maintenance Manager Salary Schedule attached as Exhibit “B” plus any appropriate longevity amounts.

B. Longevity Amounts

- i. Employee is entitled to receive a longevity step at the beginning of their 7th year of employment with the District. The longevity step shall be 5.0% of base salary.
- ii. Effective the first pay period in January 2015, employees in the “management bargaining unit” are eligible to receive a longevity step equal to five percent of base salary (3%) at the completion of 10 years of continuous employment with the District.
- iii. Effective the first pay period in January 2015, employees in the “management bargaining unit” are eligible to receive an additional longevity step equal to two percent of base salary (2%) at the completion of 15 years of continuous employment with the District.

C. Prior to or within one month of his/her anniversary date, the General Manager shall review the performance of Employee and, at his or her sole discretion, may increase Employee’s salary in accordance with the Step Schedule described in Collection System/Safety/Maintenance Manager Salary Schedule.

D. Further salary increases during the term of this Agreement shall be based on District Salary Surveys or, in part, on a performance review with the percentage salary increase determined by the General Manager (see Section 4, below).

E. Effective the first pay period that encompasses July 1, 2021, the Employee's compensation will be \$17,004 per month (Step 5) as set forth in Exhibit "B", the pay scale as of July 1, 2021. The base monthly compensation excludes the granting of longevity pay in accordance with Section 3, paragraph B.

F. Effective July 1, 2022, the Employee shall be entitled to General Wage COLA increase of 2.75%.

G. In the event the Employee is requested to be Acting General Manager for more than seven consecutive days, on the eighth day the Employee's pay will be increased by 5% until the Employee is no longer in the position of Acting General Manager

Section 4: Performance Evaluation

The General Manager shall review and evaluate the performance of the Employee at least once annually, beginning with his/her first anniversary date as Collection System/Safety/Maintenance Manager. Said review and evaluation shall be in accordance with specific criteria developed by Employer. The District and Employee may develop annual goals, objectives, and performance standards for Employee for the benefit of the District and in attainment of the District's policy objectives, and may further establish a priority among those goals, objectives, and performance standards. Additionally, the District may periodically establish goals and objectives regarding the Employee's performance of the duties of Collection System/Safety/Maintenance Manager.

Section 5: Management Benefits

A. Employee shall be entitled any benefits specified for the Unrepresented Bargaining Group in the attached Exhibit “C”. However, a specific description of certain of those benefits follows and the specific description below controls the rights and obligations of Employee and Employer for that specific benefit.

B. Employee shall be entitled to a District vehicle. Employer shall pay for all expenses associated with this vehicle. Employee shall be permitted to use the vehicle for limited personal use only when Employee is either engaged in Employer activities or commuting to and from work. Reasonable personal use is allowable. If Employee ceases to be Collection System/Safety/Maintenance Manager but is otherwise employed by Employer this vehicle benefit shall end.

C. On July 1st of each year the Employee shall be granted a lump sum of 80 hours of Administrative leave. The allotment shall reset to 80 hours on July 1 of every year, regardless of the unused balance remaining from prior fiscal years.

D. Under the current defined benefit plan, pursuant to the Public Employees’ Retirement Law (Government Code § 20000 et seq. (“PERL”)), Employee is required to contribute 8% of the Employee’s “compensation earnable and reportable” (“PERSable compensation”) toward the costs of said benefit plan.

E. Employee can choose either a District supplied smartphone or can be reimbursed the median for a 6 GB plan of the following wireless carriers (AT&T, Sprint and Verizon). Employees can be reimbursed for the phone purchases once every 3 years up to \$273.58. The allowance will be based on Board approved General Wage COLA increase of each year. It is the

sole responsibility of the employee to maintain their Employee owned phone. Employee shall be on call and maintain their phone in good working condition and in close proximity to respond to District emergencies as necessary or directed by the General Manager. Should the Employee terminate their employment with the District within one year of receiving a reimbursement for a phone, the Employee shall reimburse the District 50% of the cost so reimbursed.

F. If Employee has outside health insurance coverage, the Employee may opt out of the District provided health insurance and receive an in-lieu payment of \$250 per month to offset the cost of the outside health insurance. The Employee must provide proof of health insurance coverage.

G. Employee, with the General Manager's consent, may purchase a tablet computer or laptop once in a four-year period and be reimbursed based on District policy. Should the Employee terminate employment within two years of receiving the reimbursement, the Employee shall return to the District 50% of the cost so reimbursed.

H. Cash out of Vacation: The maximum amount of vacation time EMPLOYEE may accrue is 272 hours. EMPLOYEE shall be eligible to cash out up to 80 hours of vacation time twice a year. All vacation hours cashed out shall be compensated at the EMPLOYEE's current rate of pay and will be removed from the EMPLOYEE's accumulated vacation balance. In no event shall EMPLOYEE cash-outs result in a vacation balance of less than 40 hours. Such requests for cash-out of vacation hours shall be submitted in writing by the employee to the General Manager, who will verify and approve the request. Vacation requests must be submitted by June 1 and/or December 1 and will be processed on the following pay period. This cash-out will be subject to applicable Federal and State Payroll Tax Law.

Section 6: Professional Development

A. Employer agrees to budget for and to pay for publications and subscriptions for Employee necessary for his/her continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer as determined solely by the General Manager.

B. Employer hereby agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for professional and office travel, meetings, and occasions necessary to continue the professional development of Employee as determined solely by the General Manager.

C. Employee shall obtain the General Manager's prior approval for any expenses in this Section which are not in the approved budget.

Section 7: Termination of Agreement and Severance Pay

A. The Agreement may be terminated at any time by either party in writing.

B. Both sides agree that it is preferable to provide thirty (30) days advance notice of termination, but such advance notice is not required.

C. "At Will" Employment: The parties to this Agreement expressly acknowledge that Employee is "at will" and serves at the pleasure of the General Manager. Employee may be terminated at any time with or without cause at the sole discretion of the District. The District

recognizes the right of the Employee to terminate his employment at any time with or without reason.

D. Notwithstanding anything else contained in the Agreement, the terms and provisions of this Agreement shall terminate automatically and immediately upon the death or permanent disability of Employee.

E. In the event Employer wishes to terminate Employee without reference to cause, then Employee may be entitled to severance pay in a lump sum equal to three months of Employee's current salary. The District shall only be obligated to pay this severance if the Employee agrees to execute a standard release agreement as prepared by the District that releases the District from any and all claims the Employee may have against the District. If the Employee refuses to sign this standard severance and release agreement, the Employee shall not be entitled to the severance pay. Notwithstanding any other provision in this Agreement, in accordance with Government Code § 53260, in the event this Agreement is terminated, the maximum cash settlement that Employee may receive shall be an amount equal to the monthly salary of Employee multiplied by the number of months left on the unexpired term of the Agreement. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18.

F. In the event Employee is terminated, the Employee shall be paid out for accrued but unused vacation time and administrative leave. Accrued sick leave benefits shall be paid in accordance with District personnel policy.

G. If Employee resigns at the request of the General Manager, Employee shall be deemed terminated without cause and may be entitled to severance as set forth under Section 7.E.

Section 8: Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Las Gallinas Valley Sanitary District
100 Lucas Valley Road, Suite 300
San Rafael, CA 94903

Greg Pease
767 Riesling Road
Petaluma, CA 94954

Alternatively, notices required pursuant to the agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 9: General Provisions

A. The text herein shall constitute the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing between the District and the Employee and contains all of the covenants and agreements between the parties with respect to such employment in any manner whatsoever. Any prior agreements merge into this Agreement and specifically prior employment agreements merge into this agreement.

B. Each party to the Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and no other agreement, statement, or promise not contained in the Agreement shall be valid or binding. Any modification of the Agreement will be effective only if it is in writing and signed by both the General Manager and the Employee.

C. This Agreement shall be binding upon and inure to the benefit of the heirs of Employee.

D. If any provision, or any portion, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. This Agreement shall be interpreted under the laws of the State of California. Venue for any action shall be in the Superior Court for the County of Marin.

F. Employee understands that the Board may, from time to time, revise the District's policies. Employee understands that Employee is subject to those policies and procedures when they are not in conflict with the contents of this Agreement.

G. The Employee may reopen negotiations with regards to this Employment Agreement if the District has not come to agreement with the union on a Memorandum of Understanding between the District and Operating Engineers Local 3 by June 30, 2023. Any increase in salary or benefits renegotiated will be retroactive to July 1, 2023.


H. Nothing in this agreement prevents the employee from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that the employee has reason to believe is unlawful.

IN WITNESS WHEREOF, Las Gallinas Valley Sanitary District has caused this Agreement to be signed and executed on its behalf by the Board President, and duly attested by its District Secretary, and the Employee has signed and executed this Agreement the day and year first above written.

Date: _____

Board President
Las Gallinas Valley Sanitary District

Dated: 12/7/21



Greg Pease

ATTEST:

Teresa L. Lerch
District Secretary

APPROVED AS TO FORM:

David Byers, Attorney for
Las Gallinas Valley Sanitary District

Employment Agreement – Greg Pease (Collection System/Safety/Maintenance Manager)Page 12

EMPLOYMENT AGREEMENT

Between Las Gallinas Valley Sanitary District

And

Michael Cortez (District Engineer)

This EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2021, by and between the Las Gallinas Valley Sanitary District, a special district, (“District or Employer”) and Michael Cortez, (“Employee”) both of whom understand as follows:

WITNESSETH

WHEREAS, Employer desires to employ the services of Michael Cortez as District Engineer of the Las Gallinas Valley Sanitary District; and

WHEREAS, it is the desire of the District Board, (“Board”) to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, Employee desires to continue employment as District Engineer of the Las Gallinas Valley Sanitary District;

WHEREAS, both Employer and Employee have read this Agreement and understand its contents fully;

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree as follows:

TERMS

Section 1: Duties

A. Employer hereby agrees to employ Michael Cortez as District Engineer to perform the functions and duties specified in the job description, attached as Exhibit "A" and to perform other legally permissible and proper duties and functions as the District Engineer. Employee is presently employed as a District Engineer.

B. The District Engineer shall perform civil engineering, project management, construction management and inspections, reviews of private improvement projects to ensure conformance with District standards and other engineering or technical services and the general business and governmental affairs of Employer in accordance with the laws of the United States of America and the State of California governing special districts as directed by the General Manager and as outlined in the District Engineer job description. The District Engineer shall do and perform all services, acts, and functions necessary or advisable to manage and conduct the business and governmental affairs of Employer as determined by the General Manager.

C. Employee agrees that during the term of this Agreement, Employee shall devote Employee's full energies, interests, abilities, and productive time to the performance of the duties and responsibilities as set forth in this Agreement and shall not conduct any business or render services of any kind for compensation, or undertake other business, professional or commercial activity.

D. Employee shall perform all duties with due diligence and with the best interest of Employer in mind.

Section 2: Term

A. Employment pursuant to the terms of this Agreement is “at will”. Specifically, Employee serves as District Engineer at the pleasure of the General Manager, and as an at-will employee, can be terminated at any time, either with or without cause.

B. The term of this Agreement shall continue on December 2, 2021 and end later on June 30, 2023, unless terminated before the expiration of the term in accordance with the provisions of this Agreement. In the event Employee continues employment with the District and the District has not completed contract negotiations with management employees by June 30, 2023, Employee’s employment with the District shall still be covered by this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the General Manager to terminate the services of Employee at any time, subject only to the provisions set forth in Section 7 of this Agreement.

D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provisions set forth in Section 7 of this Agreement.

Section 3: Salary

A. Employer agrees to initially compensate Employee based on the appropriate salary step identified in the District Engineer Salary Schedule attached as Exhibit “B” plus any appropriate longevity amounts.

B. Longevity Amounts

- i. Employee is entitled to receive a longevity step calculated at the beginning of their 7th year of employment with the District. The longevity pay shall be 5.0% of base salary.
- ii. Employees in the “management bargaining unit” are eligible to receive a longevity step equal to three percent of base salary (3%) at the completion of 10 years of continuous employment with the District. Employees in the “management bargaining unit” are eligible to receive an additional longevity step equal to two percent of base salary (2%) at the completion of 15 years of continuous employment with the District.

C. Prior to or within one month of his anniversary date, the General Manager shall review the performance of Employee and, at his or her sole discretion, may increase Employee’s salary in accordance with the Step Schedule described in District Engineer Salary Schedule.

D. Further salary increases during the term of this Agreement shall be based on District Salary Surveys or, in part, on a performance review with the percentage salary increase determined by the General Manager (see Section 4, below).

E. Effective the pay period that encompasses July 1, 2021, the Employee’s compensation will be \$17,865 per month (Step 5) as set forth in Exhibit “B”, the pay scale as of July 1, 2021. The base monthly compensation excludes the granting of longevity pay in accordance with Section 3, paragraph B.

F. Effective July 1, 2022, the Employee will be entitled to a General Wage COLA increase of 2.75%.

G. In the event the Employee is requested to be Acting General Manager for more than seven consecutive days, on the eighth day the Employee's pay will be increased by 5% until the Employee is no longer in the position of Acting General Manager.

Section 4: Performance Evaluation

The General Manager shall review and evaluate the performance of the Employee at least once annually, beginning with his first anniversary date as District Engineer. Said review and evaluation shall be in accordance with specific criteria developed by Employer. The District and Employee may develop annual goals, objectives, and performance standards for Employee for the benefit of the District and in attainment of the District's policy objectives, and may further establish a priority among those goals, objectives, and performance standards. Additionally, the District may periodically establish goals and objectives regarding the Employee's performance of the duties of District Engineer.

Section 5: Management Benefits

A. Employee shall be entitled any benefits specified for the Unrepresented Bargaining Group in the attached Exhibit "C". However, a specific description of certain of those benefits follows and the specific description below controls the rights and obligations of Employee and Employer for that specific benefit.

B. Employee shall be compensated \$399.23 monthly for a vehicle allowance. The amount will increase each year based on Board approved General Wage COLA increases.

C. On July 1 of every year the Employee shall be granted a lump sum of 80 hours per year of Administrative leave. The allotment shall reset to 80 hours on July 1 of every year, regardless of the unused balance remaining from prior fiscal years.

D. Under the current defined benefit plan, pursuant to the Public Employees' Retirement Law (Government Code § 20000 et seq. ("PERL")), Employee is required to contribute 8% of the Employee's "compensation earnable and reportable" ("PERSable compensation") toward the costs of said benefit plan.

E. Employee can choose either a District supplied smartphone or can be reimbursed the median for a 6 GB plan of the following wireless carriers (AT&T, Sprint and Verizon). Employee can be reimbursed for the phone purchases once every 3 years up to \$273.58. The allowance will be based on Board approved General Wage COLA increases of each year. It is the sole responsibility of the Employee to maintain their Employee owned phone. Employee shall be on call and maintain their phone in good working condition and in close proximity to respond to District emergencies as necessary or directed by the General Manager. Should the Employee terminate their employment with the District within one year of receiving a reimbursement for a phone, the Employee shall reimburse the District 50% of the cost so reimbursed.

F. If Employee has outside health insurance coverage, the Employee may opt out of the District provided health insurance and receive an in-lieu payment of \$250 per month to offset the cost of the outside health insurance. The Employee must provide proof of health insurance coverage.

G. Employee, with the General Manager's consent, may purchase a tablet computer or laptop once in a four-year period and be reimbursed based on District policy. Should the

Employee terminate employment within two years of receiving the reimbursement, the Employee shall return to the District 50% of the cost so reimbursed.

H. Cash-Out of Vacation: The maximum amount of vacation time EMPLOYEE may accrue is 272 hours. EMPLOYEE shall be eligible to cash out up to 80 hours of vacation time twice a year. All vacation hours purchased shall be compensated at the EMPLOYEE's current rate of pay and will be removed from the EMPLOYEE's accumulated vacation balance. In no event shall EMPLOYEE cash-outs result in a vacation balance of less than 40 hours. Such requests for cash-out of vacation hours shall be submitted in writing by the employee to the General Manager, who will verify and approve the request. Vacation pay requests will be processed twice a year, with submittal deadlines of June 1 and December 1. This cash-out will be subject to applicable Federal and State Payroll Tax Law.

Section 6: Professional Development

A. Employer agrees to budget for and to pay for publications and subscriptions for Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer as determined solely by the General Manager.

B. Employer hereby agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for professional and office travel, meetings, and occasions necessary to continue the professional development of Employee and maintenance of required licenses as determined solely by the General Manager.

C. Employer also agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for short courses, institutes, conferences, and seminars that are necessary for his professional development and for the good of the Employer as determined solely by the General Manager.

D. Employee shall obtain the General Manager's prior approval for any expenses in this Section which are not in the approved budget.

Section 7: Termination of Agreement and Severance Pay

A. The Agreement may be terminated at any time by either party in writing.

B. Both sides agree that it is preferable to provide thirty (30) days advance notice of termination, but such advance notice is not required.

C. "At Will" Employment: The parties to this Agreement expressly acknowledge that Employee is "at will" and serves at the pleasure of the General Manager. Employee may be terminated at any time with or without cause at the sole discretion of the District. The District recognizes the right of the Employee to terminate his employment at any time with or without reason.

D. Notwithstanding anything else contained in the Agreement, the terms and provisions of this Agreement shall terminate automatically and immediately upon the death or permanent disability of Employee.

E. In the event Employer wishes to terminate Employee without reference to cause, then Employee may be entitled to severance pay in a lump sum equal to three months of Employee's current salary. The District shall only be obligated to pay this severance if the Employee agrees to execute a standard release agreement as prepared by the District that releases

the District from any and all claims the Employee may have against the District. If the Employee refuses to sign this standard severance and release agreement, the Employee shall not be entitled to the severance pay. Notwithstanding any other provision in this Agreement, in accordance with Government Code § 53260, in the event this Agreement is terminated, the maximum cash settlement that Employee may receive shall be an amount equal to the monthly salary of Employee multiplied by the number of months left on the unexpired term of the Agreement. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18.

F. In the event Employee is terminated, the Employee shall be paid out for accrued but unused vacation time and administrative leave. Accrued sick leave benefits shall be paid in accordance with District personnel policy.

G. If Employee resigns at the request of the General Manager, Employee shall be deemed terminated without cause and may be entitled to severance as set forth under Section 7.E.

Section 8: Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Las Gallinas Valley Sanitary District
100 Lucas Valley Road, Suite 300
San Rafael, CA 94903

Michael Cortez
901 Innisfree Court
Vallejo, CA 94591

Alternatively, notices required pursuant to the agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 9: General Provisions

A. The text herein shall constitute the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing between the District and the Employee and contains all of the covenants and agreements between the parties with respect to such employment in any manner whatsoever. Any prior agreements merge into this Agreement and specifically prior employment agreements merge into this agreement.

B. Each party to the Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and no other agreement, statement, or promise not contained in the Agreement shall be valid or binding. Any modification of the Agreement will be effective only if it is in writing and signed by both the General Manager and the Employee.

C. This Agreement shall be binding upon and inure to the benefit of the heirs of Employee.

D. If any provision, or any portion, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. This Agreement shall be interpreted under the laws of the State of California. Venue for any action shall be in the Superior Court for the County of Marin.

F. Employee understands that the Board may, from time to time, revise the District's policies. Employee understands that Employee is subject to those policies and procedures when they are not in conflict with the contents of this Agreement.

G. The Employee may reopen negotiations with regards to this Employment Agreement if the District has not come to agreement with the union on a Memorandum of Understanding between the District and Operating Engineers Local 3 by June 30, 2023. Any increase in salary or benefits renegotiated will be retroactive to July 1, 2023.

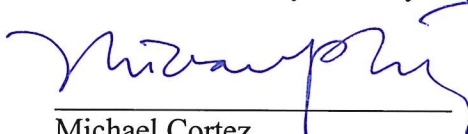
H. Nothing in this agreement prevents the employee from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that the employee has reason to believe is unlawful.

IN WITNESS WHEREOF, Las Gallinas Valley Sanitary District has caused this Agreement to be signed and executed on its behalf by Board President, and duly attested by its District Secretary, and the Employee has signed and executed this Agreement the day and year first above written.

Date: _____

Board President
Las Gallinas Valley Sanitary District

Dated: 12/6/2021



Michael Cortez

ATTEST:

Seal

Teresa Lerch
District Secretary

APPROVED AS TO FORM:

David J. Byers, Attorney for
Las Gallinas Valley Sanitary District

EMPLOYMENT AGREEMENT

Between Las Gallinas Valley Sanitary District

And

Robert Liebmann (Plant Manager)

This EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2021, by and between the Las Gallinas Valley Sanitary District, a special district, (“District or Employer”) and Robert Liebmann, (“Employee”) both of whom understand as follows:

WITNESSETH

WHEREAS, Employer desires to employ the services of Robert Liebmann as Plant Manager of the Las Gallinas Valley Sanitary District; and

WHEREAS, it is the desire of the District Board, (“Board”) to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, Employee desires to continue employment as Plant Manager of the Las Gallinas Valley Sanitary District;

WHEREAS, both Employer and Employee have read this Agreement and understand its contents fully;

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree as follows:

TERMS

Section 1: Duties

A. Employer hereby agrees to employ Robert Liebmann as Plant Manager to perform the functions and duties specified in the job description, attached as Exhibit "A" and to perform other legally permissible and proper duties and functions as the Plant Manager.

B. The Plant Manager shall be in charge of and responsible for the operation and management of the Treatment Plant, Laboratory, Reclamation Area, and the general business and governmental affairs of Employer in accordance with the laws of the United States of America and the State of California governing special districts as directed by the General Manager and as outlined in the Plant Manager job description. The Plant Manager shall do and perform all services, acts, and functions necessary or advisable to manage and conduct the business and governmental affairs of Employer as determined by the General Manager.

C. Employee agrees that during the term of this Agreement, Employee shall devote Employee's full energies, interests, abilities, and productive time to the performance of the duties and responsibilities as set forth in this Agreement and shall not conduct any business or render services of any kind for compensation, or undertake other business, professional or commercial activity.

D. Employee shall perform all duties with due diligence and with the best interest of Employer in mind.

E. Due to the nature of his employment which requires close proximity to Employer's facilities, Employee agrees to maintain his permanent residence to a distance within a 45-minute automobile drive of the Employer's office during non-commute hours. Employee is

entitled to an Emergency Response Stipend of \$300 per month as a benefit for being a Stand-by Emergency Response employee.

Section 2: Term

A. Employment pursuant to the terms of this Agreement is “at will”. Specifically, Employee serves as Plant Manager at the pleasure of the General Manager, and as an at-will employee, can be terminated at any time, either with or without cause.

B. The term of this Agreement shall continue on December 2, 2021 and end later on June 30, 2023, unless terminated before the expiration of the term in accordance with the provisions of this Agreement. In the event Employee continues employment with the District and the District has not completed contract negotiations with management employees by June 30, 2023, Employee’s employment with the District shall still be covered by this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the General Manager to terminate the services of Employee at any time, subject only to the provisions set forth in Section 7 of this Agreement.

D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provisions set forth in Section 7 of this Agreement.

Section 3: Salary

A. Employer agrees to initially compensate Employee the salary identified in Plant Manager Salary Schedule attached as Exhibit “B” plus any appropriate longevity amounts.

B. Longevity Amounts

- i. Employee is entitled to receive a longevity step calculated at the beginning of their 7th year of employment with the District. The longevity step shall be 5.0% of base salary.
- ii. Employees in the “management bargaining unit” are eligible to receive a longevity step equal to three percent of base salary (3%) at the completion of 10 years of continuous employment with the District. Employees in the “management bargaining unit” are eligible to receive an additional longevity step equal to two percent of base salary (2%) at the completion of 15 years of continuous employment with the District.

C. Prior to or within one month of his anniversary date, the General Manager shall review the performance of Employee and, at his or her sole discretion, may increase Employee’s salary in accordance with the Step Schedule described in Plant Manager Salary Schedule.

D. Further salary increases during the term of this Agreement shall be based on District Salary Surveys or, in part, on a performance review with the percentage salary increase determined by the General Manager (see Section 4, below).

E. Effective the first period that encompasses July 1, 2021, the Employee’s compensation will be \$17,429 per month (Step 5) as set forth in Exhibit “B”, the pay scale as of July 1, 2021. The base monthly compensation excludes the granting of longevity pay in accordance with Section 3, paragraph B.

F. Effective July 1, 2022, the Employee will be entitled to a General Wage COLA increase of 2.75%.

G. In the event the Employee is requested to be Acting General Manager for more than seven consecutive days, on the eighth day the Employee's pay will be increased by 5% until the Employee is no longer in the position of Acting General Manager.

Section 4: Performance Evaluation

The General Manager shall review and evaluate the performance of the Employee at least once annually, beginning with his first anniversary date as Plant Manager. Said review and evaluation shall be in accordance with specific criteria developed by Employer. The District and Employee may develop annual goals, objectives, and performance standards for Employee for the benefit of the District and in attainment of the District's policy objectives, and may further establish a priority among those goals, objectives, and performance standards. Additionally, the District may periodically establish goals and objectives regarding the Employee's performance of the duties of Plant Manager.

Section 5: Management Benefits

A. Employee shall be entitled any benefits specified for the Unrepresented Bargaining Group in the attached Exhibit "C". However, a specific description of certain of those benefits follows and the specific description below controls the rights and obligations of Employee and Employer for that specific benefit.

B. Employee shall be entitled to a District vehicle. Employer shall pay for all expenses associated with this vehicle. Employee shall be permitted to use the vehicle for limited personal use only when Employee is either engaged in Employer activities or commuting to and

from work. Reasonable personal use is allowable. If Employee ceases to be Plant Manager but is otherwise employed by Employer this vehicle benefit shall end.

C. On July 1st of each year the Employee shall be granted a lump sum of 80 hours of Administrative leave. The allotment shall reset to 80 hours on July 1 of every year, regardless of the unused balance remaining from prior fiscal years.

D. Under the current defined benefit plan, pursuant to the Public Employees' Retirement Law (Government Code § 20000 et seq. ("PERL")), Employee is required to contribute 8% of the Employee's "compensation earnable and reportable" ("PERSable compensation") toward the costs of said benefit plan.

E. Employee can choose either a District supplied smartphone or can be reimbursed the median for a 6 GB plan of the following wireless carriers (AT&T, Sprint and Verizon). Employees can be reimbursed for the phone purchases once every 3 years up to \$273.58. The allowance will be based on board approved General Wage COLA increases of each year. It is the sole responsibility of the employee to maintain their Employee owned phone. Employee shall be on call and maintain their phone in good working condition and in close proximity to respond to District emergencies as necessary or directed by the General Manager. Should the Employee terminate their employment with the District within one year of receiving a reimbursement for a phone, the Employee shall reimburse the District 50% of the cost so reimbursed.

F. If Employee has outside health insurance coverage, the Employee may opt out of the District provided health insurance and receive an in-lieu payment of \$250 per month to offset the cost of the outside health insurance. The Employee must provide proof of health insurance coverage.

G. Employee, with the General Manager's consent, may purchase a tablet computer or laptop once in a four-year period and be reimbursed based on District policy. Should the Employee terminate employment within two years of receiving the reimbursement, the Employee shall return to the District 50% of the cost so reimbursed.

H. Cash-Out of Vacation: The maximum amount of vacation time EMPLOYEE may accrue is 272 hours. EMPLOYEE shall be eligible to cash out up to 80 hours of vacation time twice a year. All vacation hours cashed out shall be compensated at the EMPLOYEE's current rate of pay and will be removed from the EMPLOYEE's accumulated vacation balance. In no event shall EMPLOYEE cash-outs result in a vacation balance of less than 40 hours. Such requests for cash-out of vacation hours shall be submitted in writing by the employee to the General Manager, who will verify and approve the request. Vacation requests must be submitted by June 1 and/or December 1 and will be processed on the following pay period. This cash-out will be subject to applicable Federal and State Payroll Tax Law.

Section 6: Professional Development

A. Employer agrees to budget for and to pay for publications and subscriptions for Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer as determined solely by the General Manager.

B. Employer hereby agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for professional and office travel, meetings, and occasions

necessary to continue the professional development of Employee as determined solely by the General Manager.

C. Employer also agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for short courses, institutes, conferences, and seminars that are necessary for his professional development and for the good of the Employer as determined solely by the General Manager.

D. Employee shall obtain the General Manager's prior approval for any expenses in this Section which are not in the approved budget.

Section 7: Termination of Agreement and Severance Pay

A. The Agreement may be terminated at any time by either party in writing.

B. Both sides agree that it is preferable to provide thirty (30) days advance notice of termination, but such advance notice is not required.

C. "At Will" Employment: The parties to this Agreement expressly acknowledge that Employee is "at will" and serves at the pleasure of the General Manager. Employee may be terminated at any time with or without cause at the sole discretion of the District. The District recognizes the right of the Employee to terminate his employment at any time with or without reason.

D. Notwithstanding anything else contained in the Agreement, the terms and provisions of this Agreement shall terminate automatically and immediately upon the death or permanent disability of Employee.

E. In the event Employer wishes to terminate Employee without reference to cause, then Employee may be entitled to severance pay in a lump sum equal to three months of

Employee's current salary. The District shall only be obligated to pay this severance if the Employee agrees to execute a standard release agreement as prepared by the District that releases the District from any and all claims the Employee may have against the District. If the Employee refuses to sign this standard severance and release agreement, the Employee shall not be entitled to the severance pay. Notwithstanding any other provision in this Agreement, in accordance with Government Code § 53260, in the event this Agreement is terminated, the maximum cash settlement that Employee may receive shall be an amount equal to the monthly salary of Employee multiplied by the number of months left on the unexpired term of the Agreement. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18.

F. In the event Employee is terminated, the Employee shall be paid out for accrued but unused vacation time and administrative leave. Accrued sick leave benefits shall be paid in accordance with District personnel policy.

G. If Employee resigns at the request of the General Manager, Employee shall be deemed terminated without cause and may be entitled to severance as set forth under Section 7.E.

Section 8: Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Las Gallinas Valley Sanitary District
100 Lucas Valley Road, Suite 300
San Rafael, CA 94903

Robert Liebmann
75 Rockrose Way
Novato, CA 94945

Alternatively, notices required pursuant to the agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 9: General Provisions

A. The text herein shall constitute the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing between the District and the Employee and contains all of the covenants and agreements between the parties with respect to such employment in any manner whatsoever. Any prior agreements merge into this Agreement and specifically prior employment agreements merge into this agreement.

B. Each party to the Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and no other agreement, statement, or promise not contained in the Agreement shall be valid or binding. Any modification of the Agreement will be effective only if it is in writing and signed by both the General Manager and the Employee.

C. This Agreement shall be binding upon and inure to the benefit of the heirs of Employee.

D. If any provision, or any portion, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. This Agreement shall be interpreted under the laws of the State of California. Venue for any action shall be in the Superior Court for the County of Marin.

F. Employee understands that the Board may, from time to time, revise the District's policies. Employee understands that Employee is subject to those policies and procedures when they are not in conflict with the contents of this Agreement.

G. The Employee may reopen negotiations with regards to this Employment Agreement if the District has not come to agreement with the union on a Memorandum of Understanding between the District and Operating Engineers Local 3 by June 30, 2023. Any increase in salary or benefits renegotiated will be retroactive to July 1, 2023.

H. Nothing in this agreement prevents the employee from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that the employee has reason to believe is unlawful.

IN WITNESS WHEREOF, Las Gallinas Valley Sanitary District has caused this Agreement to be signed and executed on its behalf by Board President, and duly attested by its District Secretary, and the Employee has signed and executed this Agreement the day and year first above written.

Date: _____

Board President
Las Gallinas Valley Sanitary District

Dated: 12-6-2021



Robert Liebmann

ATTEST:

Teresa Lerch
District Secretary

APPROVED AS TO FORM:

David J. Byers, Attorney for
Las Gallinas Valley Sanitary District

RESOLUTION NO. 2021-2234

A RESOLUTION RATIFYING UNREPRESENTED EMPLOYEE AGREEMENTS AND ADOPTING A REVISED PAY SCHEDULE FOR BOTH UNREPRESENTED AND REPRESENTED EMPLOYEES OF THE DISTRICT

LAS GALLINAS VALLEY SANITARY DISTRICT

WHEREAS, the District adopted the Pay Schedule for represented employees, effective July 1, 2021, on August 19, 2021 while awaiting completion of management contracts; and

WHEREAS, the District approved employment agreements with management and unrepresented employees on December 2, 2021 requiring the Pay Schedule be updated; and

WHEREAS, the District wishes to have only one published Pay Schedule for management, represented, and unrepresented employees; and

WHEREAS, the Las Gallinas Valley Sanitary District ("District") has contracted with CalPERS to provide certain retirement benefits to its employees; and

WHEREAS, the governance of retirement benefits provided to public employees in the state of California is governed by California Government Code Title 2, Division 5, Part 3 Public Employees' Retirement System; and

WHEREAS, the Board of Administration of the Public Employees' Retirement System has promulgated regulations to implement requirements of the governing law; and

WHEREAS, the California Code of Regulations, Subchapter 1, Employees' Retirement System Regulations section 570.5 (2 CCR § 570.5) states that

"(a) For purposes of determining the amount of "compensation earnable" pursuant to Government Code Sections 20630, 20636, and 20636.1, payrate shall be limited to the amount listed on a pay schedule that meets all of the following requirements:

- (1) Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws;
- (2) Identifies the position title for every employee position;
- (3) Shows the payrate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
- (4) Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
- (5) Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;

- (6) Indicates an effective date and date of any revisions;
- (7) Is retained by the employer and available for public inspection for not less than five years; and
- (8) Does not reference another document in lieu of disclosing the payrate”.

THEREFORE, BE IT RESOLVED that the Board of Directors of the Las Gallinas Valley Sanitary District does hereby ratify the Employment Agreements for its unrepresented employees, which list is attached as Exhibit A and is included by reference.

BE IT FUTHER RESOLVED that the Board of Directors of the Las Gallinas Valley Sanitary District does hereby adopt the revised Pay Schedule Effective July 1, 2021 for all employees, which is attached as Exhibit B and is included by reference, in accordance with the requirements of the California Code of Regulations, Subchapter 1, Employees’ Retirement System Regulations section 570.5 (2 CCR § 570.5).

BE IT FUTHER RESOLVED that the Board of Directors of the Las Gallinas Valley Sanitary District does hereby approve the Summary of Benefit Provisions for the Unrepresented Management and Employee Bargaining Group for the term July 1, 2021 to June 30, 2023, which is attached as Exhibit C and is included by reference.

* * * * *

I hereby certify that the forgoing is a full, true and correct copy of a resolution duly and regularly passed and adopted by the Sanitary Board of the Las Gallinas Valley Sanitary District, Marin County, California, at a regular meeting thereof held on December 16, 2021, by the following vote of the members thereof:

- AYES, and in favor thereof, Members:
- NOES, Members:
- ABSENT, Members:
- ABSTAIN, Members:

Teresa L. Lerch, District Secretary
Las Gallinas Valley Sanitary District

APPROVED:

(seal)

Crystal J. Yezman Board President

List of Unpresented Management and Administrative Employment Contracts

Effective as of July 1, 2021

Approved December 2, 2021

Administrative/Financial Specialist Schultz

Administrative Services Manager McDonald

Collections/Safety/Maintenance Manager Pease

District Engineer Cortez

Plant Manager Liebmann

Notes on above Employment Agreements

Employment Agreements referenced in this resolution and presented to the Board are on file at the District office.

References to functions and duties Exhibit "A" under Section 1 of the employment agreements refers to classification descriptions previously approved by the Board of Directors. They are on file with the original employment agreements and are available at the District office.

References to Salary Schedule Exhibit "B" under Section 3 of the employment agreements refers to the revised Pay Schedule Effective July 1, 2021 for all employees, which is attached as Exhibit B of this resolution.

References to Benefits Exhibit "C" under Section 5 of the employment agreements refers to the Summary of Benefit Provisions for the Unrepresented Management and Employee Bargaining Group for the term July 1, 2021 to June 30, 2023, which is attached as Exhibit C of this resolution.

12/16/2021

Acting General Manager Report

- Separate Item to be distributed at Board Meeting
- Separate Item to be distributed prior to Board Meeting
- Verbal Report
- Presentation



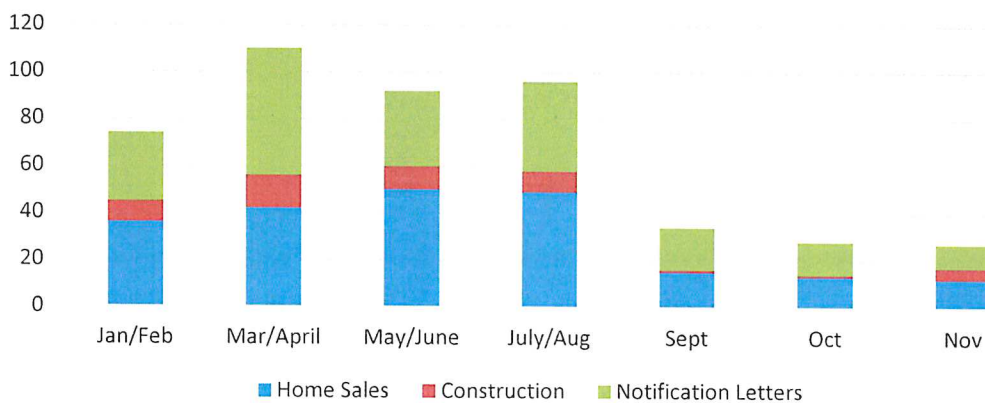
FINANCE

- Direct Bill Sewer Service Charges (SSC) for FY 2021-22 completed in late October.
- Annual Debt Transparency Report (2017 Bond) completed October 30.
- Audit of fiscal year ending June 30, 2021 underway with Cropper Accountancy.
- Engagement with Caselle for new Accounting Enterprise Resource Planning software begun. Implementation meeting scheduled for January 4, 2022.
- Marin Municipal Water District and North Marin Water District recycled water billing for July thru October completed, worked with Operations and ArcSine on gathering data required for billing.

ADMINISTRATION

- COVID-19 Prevention Program (CPP) updated November 2022.
- Managers 1/2 day workshop retreat with Chris Sliz held on November 29.
- Sewer Lateral Inspection Program – the administration department provided support for 47 video inspection applications September through October; 40 were triggered by home sales and 7 by construction. In addition, 42 notification letters were mailed to property owners who have pulled building construction permits with the City of San Rafael or the County advising them of their requirement to have their sewer lateral inspected. Data is now recorded on a monthly basis which is represented below.

Sewer Lateral Video Inspection Activity



- A total of eleven Board meetings were held during this 3 month period, monthly total lower from the peak of eleven in the months of July and August.
- Continuous website updates and posting in Marin IJ related to posting of agendas, minutes, public hearing notices, Board vacancy, etc.

HUMAN RESOURCES

- Open enrollment periods for CalPERS Health and Flexible Spending Plan (FSA) held.

- Future Sense Cultural Assessment Report completed November 2, 2021.
- Retroactive payroll adjustments processed for MOU represented positions.
- Management and unrepresented employment agreements completed.
- Electrical Instrumentation Technician – recruitment began, initial interviews conducted but no offers made. Second round of recruitment continuing thru December.
- Civil Engineering Technician and CMMS Technician job descriptions approved, recruitment postponed until after holidays.
- Lee Ann Chernack with Pacific Crest Group (PCG) continued to meet at the plant and at the administration offices. PCG has committed to assist the District thru the end of December.
- Request for Proposals for Human Resource Consulting Services issued, proposals due January 3 with evaluations and interviews to follow. Award of Agreement scheduled to come before the Board on February 3, 2022.

REQUEST FOR PROPOSALS / CONTRACTS

Contracts executed in September and October listed below:

<u>Vendor Name</u>	<u>Dept</u>	<u>Description</u>	<u>Date of Agreement</u>	<u>Term End Date</u>	<u>Contract Amount</u>
Regional Government Services Amendment	100	Amendment No. 1	10/5/2021	10/31/2022	term increase only
Custom Tractor Service	500	Amendment No. 1 Hay Crop Profit Sharing	6/4/2021	6/30/2022	Reduction based on hay crop proceeds
Core Utilities	100	IT Support and Maintenance	10/18/2021	9/1/2022	\$40,000
HDR	500	Regional Biosolids Compost Facility Feasibility Study	10/19/2021	12/31/2022	\$45,000
Caselle Software and Services	100	Finance Enterprise, software license, implementation & support	11/5/2021	10/31/2022	\$51,600
ArcSine Eng 2020/21 Contract Amendment	600	SCADA Support	6/30/2020	6/30/2021	\$6,600
ArcSine Eng 2021/22 Contract	600	SCADA Support	9/22/2021	6/30/2022	\$24,501

Departments:-100 Admin, -125 Engineering, -200 Collections, -250 Maintenance, -300 Pump Stations, -400 Lab, -500 Reclamation, -600 Plant, -650 Recycled Water

DESIGN (Number of projects in design phase: 11)

- John Duckett Pump Station (PS) – GHD prepared a technical memo and recommended relocating the wet well to higher elevation within the existing John Duckett PS footprint. Staff requested GHD to further evaluate other location options along Gallinas Creek.
- Operation Control Center Building Design – Staff has completed rescoping with Danadjieva Hansen Architects (DHA) for design of the Operation Control Center and issued contract amendment to DHA. Staff had a kick-off meeting with DHA and met with its environmental and civil subconsultants for further scope clarifications. Staff interviews are scheduled for early December.
- Flow Equalization Basin – Hazen & Sawyer evaluated three site alternatives for the flow equalization basin location and provided sizing options for the basin. Staff requested Hazen to develop cost estimate for the preferred options.

CONSTRUCTION (Number of projects in construction: 9)

- Marin Lagoon Pump Station No.1 Improvements – DW Nicholson (Contractor) has been coordinating with PG&E for installation of the new control panel. Contractor has received the panel and is ready to start pending delivery of all construction materials.
- Reclamation Pond Transfer Wood Box Galvanized Catwalks – Installation of all three galvanized walkways for replacement of existing wood piers have been completed. New scope for FY 2021-22 is currently being developed by staff for replacement of critical gates at two diversion boxes.
- On-Call Construction Contract – Piazza Construction to finish pipebursting of the line behind Michaels pending PG&E approval to allow construction adjacent to a power pole.
- Grit Screw Conveyor Systems Replacement – Executed contract with CATS4U.

REQUEST FOR PROPOSALS/QUALIFICATIONS (Number of projects in RFP/RFQ: 1)

- Force Main Location Marking & Mapping – Re-issued RFP for a smaller scope but did not receive any proposals. Staff is evaluating other options due to lack of interest.

CALL FOR BIDS – None.

OTHER (Number of projects: 6)

- Biosolids Land Application Permit – Staff requested for project documents from HDR in order to become familiar with the project objectives and issues.
- Integrated Wastewater Master Plan – Staff is currently reviewing technical memoranda for collection system, wastewater treatment plant, and sea level rise assessments prepared by Kennedy Jenks (KJ).
- Additional WaterSMART Grant Funding – Waiting for approval of funding request for Recycled Water component of the STPURWE project from NBWRA.
- Shovel Ready Projects – Staff is developing a list of potential projects with plans and specifications essentially ready for construction in anticipation of available funding from the Infrastructure Bill.


Engineering Monthly Report (September thru November 2021)

Job No.	Project Name/Updates	On Hold	% Completion
DESIGN PROJECTS			
11200-03	John Duckett Pump Station & Sewer Main Capacity and Storage <ul style="list-style-type: none"> GHD prepared a technical memo and recommended relocating the wet well to higher elevation within the existing John Duckett PS footprint. Staff requested GHD to further evaluate other location options along Gallinas Creek. 		30%
20100-02	Operation Control Center Building Design <ul style="list-style-type: none"> Staff has completed rescoping with Danadjieva Hansen Architects (DHA) for design of the Operation Control Center and issued contract amendment to DHA. Staff had a kick-off meeting with DHA and met with its environmental and civil subconsultants for further scope clarifications. Staff interviews are scheduled for early December. 		5%
20600-04	Flow Equalization Basin <ul style="list-style-type: none"> Hazen & Sawyer evaluated three site alternatives for the flow equalization basin location and provided sizing options for the basin. Staff requested Hazen to develop cost estimate for the preferred options. 		20%
21300-06	Venetia Harbor Fencing & Paving <ul style="list-style-type: none"> Design is deferred until next FY due to budget reallocation. Budget has been designated for reallocation to STPURWE Brown & Caldwell Amendment #2. 	Design is On Hold	
21300-07, 21500-07, & 21600-16	Arc Flash Study for Pump Stations, Treatment Plant, and Reclamation Facilities <ul style="list-style-type: none"> P2S has completed the arc flash model and coordination study. Staff has received the draft report. 		75%
20300-09	Smith Ranch Pump Station Electrical Upgrades <ul style="list-style-type: none"> Received scoping memo from Freyer & Laureta. 		15%
21300-03	Standby Generator System Installation for Minor Pump Stations <ul style="list-style-type: none"> Obtained scope clarifications from GD Nielson. 		5%
21300-04	Pump Station Site Lighting Improvements <ul style="list-style-type: none"> Received scoping memo from Freyer & Laureta. 		15%
21350-01	Automatic Transfer Switches for Pump Stations <ul style="list-style-type: none"> Received scoping memo from Freyer & Laureta. 		15%
21600-01	Emergency Bypass Pumping Analysis & Emergency Response Plan <ul style="list-style-type: none"> Received scoping memo from Freyer & Laureta. 		15%
21600-07	Digester Room MCC#2 Upgrade <ul style="list-style-type: none"> Hazen prepared the final technical memo recommending equipment modifications and upgrades. Staff to discuss the recommendations with Hazen. 		25%
CONSTRUCTION PROJECTS			
11500-09	Miller Creek Vegetation Maintenance <ul style="list-style-type: none"> Solicited quotes from contractors for one-year vegetation maintenance services. Awarded 2021-2022 contract to Hanford ARC. Staff will confirm with Hanford ARC to exclude hardinggrass from reseeding or replanting. 		0%
12300-05	Rafael Meadows Pump Station Standby Generator Installation <ul style="list-style-type: none"> Contractor has installed control cabinet and electrical equipment. Staff submitted application for a new BAAQMD Authority to Construct for the new standby generator. 		75%
12600-07 & 16650-02	Secondary Treatment Plant Upgrade & Recycled Water Expansion <ul style="list-style-type: none"> On-going with Myers & Sons Construction. 		92%
18360-01	Marin Lagoon Pump Station No.1 Improvements <ul style="list-style-type: none"> DW Nicholson (Contractor) has been coordinating with PG&E for installation of the new control panel. Contractor has received the panel and is ready to start pending delivery of all construction materials. 		3%

Job No.	Project Name/Updates	On Hold	% Completion
20200-01	Air Release Valve and Vault Replacements • Project is substantially complete. Punch list items are being addressed.		97%
20500-02	Reclamation Pond Transfer Wood Box Galvanized Catwalks • Installation of all three galvanized walkways for replacement of existing wood piers have been completed. New scope for FY 2021-22 is currently being developed by staff for replacement of critical gates at two diversion boxes.		100%
21600-08	Grit Screw Conveyor Systems Replacement • Executed contract with CATS4U.		
22125-04	On-Call Construction Contract • Merrydale Pipeline Repair Behind Michaels' - Piazza Construction to finish pipebursting of the line behind Michaels pending PG&E approval to allow construction adjacent to a power pole. • Replacement of Manhole Frame & Cover - Notified Piazza.		Continuous
22500-03	Solar Photovoltaic System Inverters Replacement • NBC Construction was the apparent low bid. However, the project is on-hold due to issues with existing Sharp solar panels. • Issued a new purchase order to PVCA to disconnect all Sharp solar panels due to potential fire hazards. • Staff is working with Kenwood Energy and Hazen & Sawyer to develop a work plan to address warranty issues with existing Sharp panels and prepare an RFP for design.		On Hold
REQUESTS FOR PROPOSALS			
<i>ISSUED</i>			
20200-01	Force Main Location Marking & Mapping • Re-issued RFP for a smaller scope but did not receive any proposals. Staff is evaluating other options due to lack of interest.		
<i>NEAR TERM</i>			
	Asset Management Part 2 • Developing RFP, pending confirmation of available funds.		
CALL FOR BIDS			
None.			
OTHER			
	Biosolids Land Application Permit • Staff requested for project documents from HDR in order to become familiar with the project objectives and issues.		N/A
	Additional WaterSMART Grant Funding • Waiting for approval of funding request for Recycled Water component of the STPURWE project from NBWRA.		N/A
	Descanso Force Main Relocation (McInnis Marsh Restoration Project) • Staff has reviewed Descanso Force Main Inundation Evaluation Technical Memo by BKF for Marin County Parks McInnis Marsh Restoration Project. • Kennedy Jenks (KJ) has completed Part 2 Analysis to evaluate five options, including existing alignment and other realignment alternatives.		N/A
20100-04	Integrated Wastewater Master Plan • Staff is currently reviewing technical memoranda for collection system, wastewater treatment plant, and sea level rise assessments prepared by Kennedy Jenks (KJ).		Phase 2: 40%
20125-01	On-Call Engineering Contract • Hazen & Sawyer has been tasked to work on the solar panel evaluation and RFP.		Continuous
20500-05	Marsh Pond Long Term Vegetation Management Plan • In response to staff's written response, Audubon Society provided additional comments to the vegetation management plan. Staff and WRA are working on a response and revising the vegetation management plan to the extent possible.		85%
21125-03	Alternative Funding Pursuit • Staff has received a revised list of potential funding opportunities from Kennedy Jenks. Staff will focus on reviewing potential grants applicable to the OCC Building.		Continuous

Job No.	Project Name/Updates	On Hold	% Completion
LAND DEVELOPMENT			
	11 Professional Center Parkway <ul style="list-style-type: none"> • The project proposed to convert the existing office building to a daycare center. • Staff is reviewing plans. 		
	Northgate III - 496 Las Gallinas Ave <ul style="list-style-type: none"> • District consultant has been inspecting sewer lateral installation. 		
	Guide Dogs for the Blind - 350 Los Ranchitos Rd <ul style="list-style-type: none"> • Received easement plat and legal description from Guide Dogs' surveyor. 		
	Kaiser Parking Garage/Medical Office Building - 1650 Los Gamos Dr <ul style="list-style-type: none"> • Processed quitclaim documents. 		
	Oakmont Senior Living <ul style="list-style-type: none"> • A total of 88 assisted living and memory care units. • Finalized connection fee. 		
	Talus Reserve <ul style="list-style-type: none"> • New development of 28 single family residences near Erin Dr. • Staff provided sewer design approval noting the "at risk" situation. 		
	Lookout Mountain - 280 Channing Way <ul style="list-style-type: none"> • Corresponded with City of San Rafael regarding prior LGVSD plan review comments. 		
	Los Gamos Apartments <ul style="list-style-type: none"> • Total of 192 apartment units. • In communication with developer's engineer regarding capacity analysis. 		

Agenda Summary Report

To: Board of Directors
From: Dale McDonald, Administrative Services Manager 
(415) 526-1519 dmcDonald@lqvsd.org
Meeting Date: December 16, 2021
Re: Refuse Rate Adjustment for 2022
Item Type: Consent _____ Action X Information _____ Other _____ .
Standard Contract: Yes _____ No _____ (See attached) Not Applicable X .

STAFF RECOMMENDATION

Open a public hearing to allow for discussion and input from the public concerning the proposed rate increase of 0.64% and approve the rates for 2022 by adopting Ordinance No. 188 Amending Title 4 of the Las Gallinas Valley Sanitary District Code.

BACKGROUND

At the December 2, 2021 Board meeting, Marin Sanitary Services (MSS) and R3 Consulting Services presented new rates to the board for next calendar year starting January 1, 2022. Today we will hold a public hearing of which the customers of our refuse collection service have been properly notified by publication in the local newspaper as well as our web site.

The attached Review of Marin Sanitary Service’s 2022 Rate Application submitted to the Marin Franchisors’ Group by R3 presents the justification for the rate increase proposed. It is the same report that was presented at the December 2, 2021 Board meeting.

Based on review of the rate application, R3 Consulting determined that an overall rate increase of 0.64% is an appropriate increase for solid waste services to the customers located within the boundaries of the Las Gallinas Valley Sanitary District.

PREVIOUS BOARD ACTION

Ordinance 185 – Refuse rates adopted January 21, 2021.

ENVIRONMENTAL REVIEW

N/A

FISCAL IMPACT

There is no material impact to the 2021-22 Budget. This is a pass-through of charges to the refuse customers, which is already budgeted.

Attachments:

- Attachment A Review of Marin Sanitary Service’s 2022 Rate Application submitted to the Marin Franchisors’ Group by R3, including the Rate Revenue Requirements and the Bay Area Rate Survey
- Attachment B Ordinance 188, An Ordinance Amending Chapter 1, An Ordinance Regulating Garbage, Rubbish, Waste Matter and Refuse, and the Collection, Removal and Disposal Thereof

November 10, 2021

Dale McDonald
Administrative Services Manager
Las Gallinas Valley Sanitary District
101 Lucas Valley Road, Suite 300
San Rafael, CA 94903

Subject: Review of Marin Sanitary Service's 2022 Rate Application

Dear Mr. McDonald,

R3 Consulting Group, Inc. (R3) is pleased to submit this report detailing the results of our review of Marin Sanitary Service's (MSS's) 2022 rate application for Las Gallinas Valley Sanitary District (District). This review was conducted pursuant to R3's engagement with the seven agencies (Agencies) served by MSS, including the City of San Rafael, County of Marin, Las Gallinas Valley Sanitary District, City of Larkspur, Town of Ross, Town of Fairfax, and the Town of San Anselmo.

This report summarizes results from our review of MSS's 2022 indexed rate application per the streamlined rate setting methodology established in 2019. The methodology is described in the amended Exhibit B to the Franchise Agreement that the District holds with MSS.

Executive Summary

On August 30, 2021, MSS submitted its application for an increase to its solid waste rates, to be effective January 1, 2022. This is an indexed year rate adjustment, which primarily projects compensation due to MSS based on the applicable water-sewer-trash CPI Index (WST). Per Exhibit B, the rate adjustment is subject to a 2.5% minimum and a 5% maximum rate cap for MSS' operations.

Based on our review of the rate application, R3 concurs with MSS's calculated 2022 rate revenue requirement of \$3,195,816 for the District in 2022, which is \$20,360 higher than the 2021 rate revenue requirement of \$3,175,456.

The corresponding adjustment to the District's solid waste rates for 2022 is 0.64%. Table 1, on the following page, compares the 2021 and 2022 rate revenue requirements and demonstrates the rate adjustment calculations for 2022.

Table 1: 2022 Rate Adjustment Summary

	2021	2022	Dollar Change	Percentage Change	Adjustment to Rates
Collector Operations	2,149,809	2,226,457	76,648	3.57%	2.41%
Garbage Landfilling and Organics Processing	381,017	358,145	(22,872)	-6.00%	-0.72%
State Compliance Database Subscription	762	1,029	267	35.06%	0.01%
SB 1383 Compliance	0	25,404	25,404	N/A	0.80%
Profit Calculation	266,622	274,087	7,465	2.80%	0.24%
Recyclable Materials Processing	75,138	40,861	(34,277)	-45.62%	-1.08%
Interest	48,889	50,632	1,743	3.57%	0.05%
Zero Waste Marin Fees	55,356	50,123	(5,233)	-9.45%	-0.16%
Franchise Fees	158,773	159,791	1,018	0.64%	0.03%
Annual Rate Revenue Reconciliation	12,083	0	(12,083)	N/A	-0.38%
Recycling Property Insurance	8,690	6,352	(2,338)	-26.90%	-0.07%
SB 1383 Negotiations and Implementation Support	0	2,935	2,935	N/A	0.09%
Fuel and Oil True-up (Sunsetting in 2021)	6,839	0	(6,839)	N/A	-0.22%
Garbage Landfilling and Organics True-up (Sunsetting in 2021)	1,495	0	(1,495)	N/A	-0.05%
Recycling Losses (Sunsetting in 2021)	9,983	0	(9,983)	N/A	-0.31%
Total Annual Rate Revenue Requirement	3,175,456	3,195,816	20,360	0.64%	0.64%

2022 Rate Adjustment Details

Collector Operations

Collector Operations compensates MSS for labor, benefits, general and administrative, depreciation and lease, maintenance, fuel and oil. Per Exhibit B, compensation for Collector Operations are adjusted using the CPI index for Water and Sewer and Trash Collection. R3 used publicly available Bureau of Labor Statistics data to verify the calculated increase of 3.57% to Collector Operations.

The result is \$2,226,457 in Collector Operations for the District in 2022, which is an increase of \$76,648 compared to 2021.

Garbage and Organics Tipping Fees

Garbage Landfilling and Organics Processing tipping fee projections are calculated using actual tonnages collected from January 1 through June 30, 2021, which are then annualized to project total 2021 tonnages. Those tonnages are then multiplied by the projected 2022 tipping fees calculated in accordance with Exhibit B. This is based on the actual per ton tipping fees for each waste stream category, or if unavailable, projected tipping fees are calculated using the current year per ton tipping fees escalated by the change in WST— subject to a minimum increase of 2.5% and a maximum increase of 5.0%.

R3 reviewed MSS's projected 2021 tons and the 2022 per ton tipping fees for residential garbage, residential green waste/organics, commercial garbage, commercial mixed waste for processing, commercial food scraps, and MSS-served Agencies' waste delivered to MSS. Per Exhibit B, R3 confirmed that MSS correctly projected tons by category using annualized actual tons for the first six months of the current rate year and, as actual tipping fees are unavailable, applied the 3.57% WST adjustment to project 2022 per ton tip fees.

The result is \$358,145 in Garbage and Organics Tipping fees for the District in 2022, which is a decrease of \$22,872 compared to 2021. This decrease is the result of decreased tonnages projected in 2021 compared to 2020.

Database Subscription for Compliance with State Law

The rate setting methodology allows for the recovery of additional revenues associated with costs for changes in law and/or new State mandates.

For increased operating expenses due to State Laws, including AB 1826 and SB 1383, MSS has included in its rate application a line item for a compliance database. This item was added and approved in MSS's 2020 and 2021 Rate Adjustment applications for MSS's subscription to Recyclist, which is a valuable reporting tool related to compliance with State Law. MSS expects this line item will continue to be present in future rate applications.

The result is \$1,029 in Database Subscription for the District in 2022, which is an increase of \$267 compared to 2021.

Compliance with SB 1383

Similar to the above, MSS is requesting adjustment for anticipated increases in operating expenses associated with new State Law, SB 1383. SB 1383 takes effect January 1, 2022 and will result in increased subscriptions to organics services throughout MSS's service area. Throughout its seven franchises in Marin

County in 2022, MSS will add one new organics recycling collection route (comprised of a truck and driver), one new outreach and education specialist, and additional equipment to process and clean collected organic waste.

Subject to approval of an amendment to the Franchise Agreement with MSS, the company will also be providing compliance monitoring and inspection services, contamination monitoring, outreach and education, and reporting functions on behalf of the District. The total 2022 revenue recovery for these new SB 1383 compliance measures for MSS is \$387,765.

The result is \$25,404 in new SB 1383 Compliance rate revenues for the District in 2022; this item was not present in the rate revenue requirement in prior rate years.

Profit Calculation

R3 reviewed the calculation of MSS's profit, which is a function of total allowable operating expenses (\$2,611,035 for the District) divided by the contractually set operating ratio of 90.5% and subtracting the same sum, rounded to the nearest dollar. MSS's actual profit achievement will vary depending on the company's real revenues and expenses; as such, profit is not guaranteed.

The result is \$274,087 in Calculated Profit for the District in 2022, which is an increase of \$7,465 compared to 2021. The increase is due to a net increase in allowable operating expenses, which were described in the previous sections of this report.

Recyclable Materials Processing

A net recyclable materials processing cost is calculated each year to share the risks and rewards of changing recycling markets between rate payers and MSS.

Per Exhibit B, the Recyclable Materials Processing cost is escalated by the annual change in the WST and that amount is then divided by the number of all tons of recyclable materials processed at Marin Recycling Center from July 1 of the prior rate year through June 30 of the current rate year.

The recyclable materials revenue amount is calculated based on 90% of the total revenue received by the Marin Recycling Center for recyclable materials, which is then divided by the number recyclable material tons processed at Marin Recycling Center. The calculation does not include income or tons from recyclable materials processed for third parties or agencies that were not customers of MSS or the Marin Recycling Center as of December 31, 2018.

For Rate Year 2022, the resulting Net Recyclable Materials Processing Cost Per Ton is \$29.59, a decrease of \$24,19 from the 2021 value of \$53.78. This reduction is due to increases in the value of recyclable commodities sold by MSS in the prior year.

The result is \$40,861 in Recyclable Materials Processing for the District in 2022, which is a decrease of \$34,277 compared to 2021.

Interest

Interest is based on MSS's actual interest from its loan amortization schedules for actual and projected capital expenditures for services under the Agreement as of the last base year review in 2019. This is increased in the same manner as Collector Operations, as described above, via WST annually.

The result is \$50,632 in Interest for the District in 2022, which is an increase of \$1,743 compared to 2021.

Zero Waste Marin Fees

Zero Waste Marin Fees are set as a pass through as government fees and, per Exhibit B to the agreements, changes in such fees result in appropriate adjustments to rates to compensate MSS for increases or decreases in such fees.

JPA fees included in the annual indexed rate applications for the MSS service area are set to be equal to the current Zero Waste Marin Fee assessments for the current fiscal year, with 100% of the MSS hauler fees passed through to the MSS Agencies, and with none of the MSS Transfer Station fees passed through to the MSS Agencies. For 2022, the total amount passed through to the MSS Agencies is \$699,372.

The result is \$50,123 in Zero Waste Marin Fees for the District in 2022, which is a decrease of \$5,233 compared to 2021. The decrease is due to the fact that the 2021 fees included a true-up for under collection of fees in 2019 and 2020, which is no longer included in the rate application.

Franchise Fees

Franchise Fees are calculated by multiplying the applicable franchise fee percentage by each agency served by MSS by the revenues projected for each that Rate Year. The District's Franchise Fee is 5% of gross revenues.

The result is \$159,791 in Franchise Fees for the District in 2022, which is an increase of \$1,018 compared to 2021, and is due to an overall increase in the rate revenue requirement.

Other Agency Fees

Other Agency Fees are calculated and applied to each of the Agencies based on the specific fees set by those Agencies. The District has not set Other Agency Fees, and the result is thus \$0 for the District for 2022.

Annual Rate Revenue Reconciliation

The Rate Revenue Reconciliation item is to reconcile the projected rate revenue from the 2020 rate adjustment to the actual revenue collected through rates charged during the 2020 rate year.

Due to the impacts of the COVID-19 pandemic, MSS experienced an overall shortfall of \$1,497,138 in 2020 billed revenues compared to the annual revenue requirement. However, because MSS also received a Paycheck Protection Program (PPP) loan in 2020 – and expects that loan to be forgiven – MSS is waiving the Rate Revenue Reconciliation for 2020, contingent on final determination of the PPP loan forgiveness. MSS is still awaiting news regarding PPP loan forgiveness; if, in the unlikely event the PPP loan is not forgiven, MSS requests the ability to revisit the 2020 Rate Revenue Reconciliation.

Extraordinary Items

Items that are outside of the categories as defined in the Exhibit B Adjustment methodology may be proposed by MSS as extraordinary items. Two such items are proposed by MSS for 2022 and are described below.

Recycling Property Insurance

Property insurance for recycling processing facilities have gone up across the country for circumstances outside of MSS's control. MSS has previously and separately briefed the Agencies on this item, and R3 is

aware of the market circumstances surrounding it. R3 finds that this extraordinary item is supported and reasonable. The 2021 recycling property insurance extraordinary item proposed by MSS was \$124,662, and for 2022 it is \$90,726.

The result is \$6,352 in Recycling Property Insurance for the District in 2022, which is a decrease of \$2,338 compared to 2021.

Funding for SB 1383 Contract Negotiations and Implementation

The MSS served Agencies have contracted with R3 to provide support for negotiation of an amendment to the MSS franchise agreements with the Agencies, effectuating the new services, terms and conditions for SB 1383 compliance. That contract also includes a contingency for support to the Agencies in implementing SB 1383 in 2022. R3's expenses for that work are not to exceed \$44,380 and are recoverable via the solid waste rates so as not to be direct expenses to the Agencies.

The result is \$2,935 in SB 1383 Contract Negotiations and Implementation support for the District in 2022.

Three Prior Line Items Sunsetting in 2022

Rate adjustment calculations in 2019, 2020 and 2021 included three line-item categories that are sunsetting and will no longer be included as rate adjustment considerations in 2022. These include true ups for fuel costs (\$6,839), disposal costs (\$1,495), and recycling losses (\$9,983). The result of these items sunsetting is a reduction in the District's rate revenue requirement of \$18,317 in 2022.

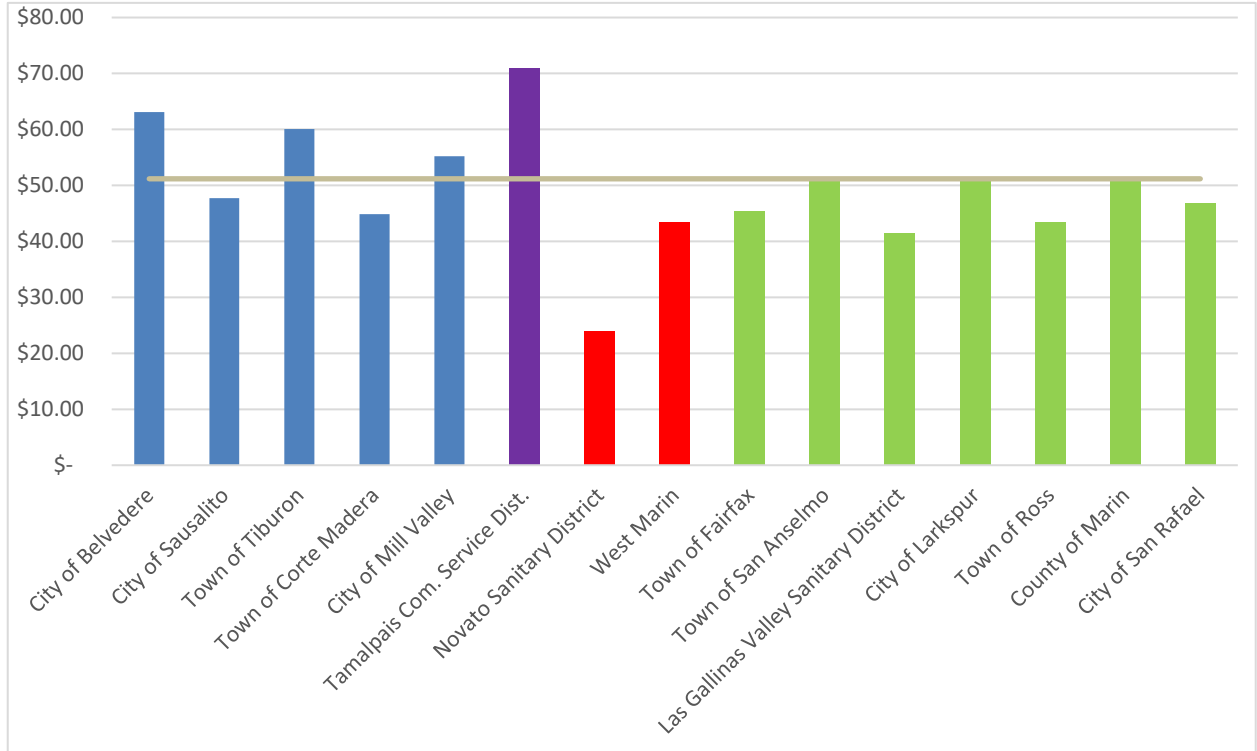
Survey of Comparable Rates

Attachment 1 shows the results of R3's survey of solid waste rates as of October 2021 for agencies located throughout the Bay Area. For the purpose of comparing the MSS Agencies' rates to other agencies we have applied the 2022 rate increases for MSS served Agencies and compared those anticipated 2022 rates to the current rates for all other agencies. It is anticipated that rates for other agencies will also increase in 2022, and since this comparison uses 2022 rates for the MSS Agencies, the rate comparison will become more favorable as other entities adopt 2022 rates.

Figure 1, on the following page, shows a summary of Marin rates for residential customers with 30-35 gallon garbage service. Bars shown in blue are 2021/22 rates for Mill Valley Refuse Service; purple is the 2021/22 rate for Tamalpais Community Services District; red are 2021/22 rates for Recology Marin, and; green are proposed 2022 MSS rates. The grey bar is the average for all of Marin County, excluding the MSS Agencies. Overall, 2022 rates for the Agencies served by MSS are less than or equal to the Marin County average.

Figure 1

Marin County Rates: MSS 2022 Proposed Residential 32-gal Can compared to Current 30-35-gal Can Rates and Marin County Average of \$51.18 (Excluding MSS Rates)



If approved, 2022 monthly residential rates for a 32-gallon container (the most frequent residential service level) for the District will be \$41.38. The District's commercial rates for a 3-cubic yard bin serviced 1 time per week will be \$599.44.

These survey results are presented as an indication of the reasonableness of the resulting rates for 2022. Conclusions should not be immediately drawn from this information because rate comparisons are intrinsically difficult and often misleading. This results from differences in issues such as those listed below:

- The types and ranges of services provided;
- The level of subscription to solid waste services by residential, commercial, and industrial customers;
- The ratio of residential to commercial and industrial customers;
- The terrain in which the service is performed;
- Disposal, transfer and process costs, and amounts per capita;
- Rate structures; and
- Governmental fees (e.g., franchise fees, vehicle impact fees, etc.).

* * * * *

R3 appreciates the opportunity to be of service to the District. Should you have any questions regarding this report or need any additional information, please contact me by phone at (510) 292-0853 or by email at gschultz@r3cgi.com.

Sincerely,

R3 CONSULTING GROUP

A handwritten signature in blue ink that reads "Garth Schultz". The signature is written in a cursive, flowing style.

Mr. Garth Schultz | Principal

Bay Area Rate Survey

Jurisdiction	County	Effective Dates	Commercial							
			Residential Single Family				1 YD Bin	1 YD Bin	3 YD Bin	3 YD Bin
			20 Gal.	30-35 Gal.	60-64 Gal.	90-96 Gal.	1x/Week	3x/Week	1x/Week	3x/Week
City of Alameda	Alameda	7/1/2021	\$ 35.99	\$ 45.43	\$ 74.64	\$ 104.25	\$ 173.05	\$ 349.57	\$ 519.16	\$ 104.67
City of Albany	Alameda	5/1/2021	\$ 40.89	\$ 45.78	\$ 79.13	\$ 112.45	\$ 182.40	\$ 547.20	\$ 547.20	\$ 1,641.60
City of Berkeley	Alameda	7/1/2021	\$ 27.30	\$ 43.66	\$ 87.28	\$ 130.87	\$ 173.77	\$ 489.63	\$ 480.92	\$ 1,428.48
City of Dublin	Alameda	7/1/2019	N / A	\$ 28.82	\$ 52.95	\$ 77.07	\$ 139.86	\$ 489.18	\$ 419.58	\$ 1,328.34
City of Emeryville	Alameda	1/1/2021	\$ 13.43	\$ 22.23	\$ 44.46	\$ 66.67	\$ 132.39	\$ 397.17	\$ 397.17	\$ 1,191.51
City of Fremont	Alameda	1/1/2020	\$ 38.94	\$ 39.72	\$ 43.33	\$ 62.64	\$ 108.92	N / A	\$ 244.85	N / A
City of Livermore	Alameda	7/1/2021	\$ 29.94	\$ 39.63	\$ 59.36	\$ 59.93	\$ 119.07	\$ 371.48	\$ 357.20	\$ 1,138.04
City of Newark	Alameda	1/1/2021	\$ 32.08	\$ 35.65	\$ 63.15	\$ 90.63	\$ 144.48	\$ 450.78	\$ 382.24	\$ 1,042.40
City of Oakland	Alameda	7/1/2021	\$ 46.13	\$ 52.36	\$ 92.29	\$ 138.62	\$ 255.26	\$ 765.71	\$ 607.89	\$ 1,823.59
City of Piedmont	Alameda	7/1/2021	\$ 87.98	\$ 93.23	\$ 128.43	\$ 143.82	N / A	N / A	N / A	N / A
City of Pleasanton	Alameda	7/1/2021	N / A	\$ 27.58	N / A	\$ 48.12	\$ 123.49	\$ 392.01	\$ 370.45	\$ 1,154.44
City of San Leandro	Alameda	7/1/2021	\$ 27.29	\$ 34.00	\$ 56.59	\$ 79.16	\$ 149.07	\$ 450.70	\$ 450.70	\$ 1,352.09
City of Union City	Alameda	7/1/2021	\$ 31.95	\$ 39.95	\$ 79.96	\$ 119.90	\$ 165.98	\$ 458.43	\$ 434.94	\$ 1,185.35
Castro Valley Sanitary District	Alameda	7/1/2021	\$ 32.42	\$ 51.26	\$ 87.29	\$ 124.30	\$ 213.68	\$ 641.18	\$ 519.67	\$ 1,371.06
Oro Loma Sanitary District (L1)	Alameda	9/1/2021	N / A	\$ 23.15	\$ 46.65	\$ 69.95	\$ 130.61	\$ 339.49	\$ 347.89	\$ 974.53
Oro Loma Sanitary District (L2)	Alameda	9/1/2020	N / A	\$ 23.15	\$ 46.65	\$ 69.95	\$ 130.61	\$ 339.49	\$ 347.89	\$ 974.53
Oro Loma Sanitary District (L3)	Alameda	9/1/2021	N / A	\$ 26.98	\$ 53.97	\$ 80.69	\$ 151.12	\$ 392.82	\$ 402.55	\$ 1,127.65
City of Richmond	Contra Costa	1/1/2021	\$ 35.23	\$ 43.02	\$ 81.41	\$ 120.93	\$ 286.41	\$ 729.43	\$ 657.93	\$ 1,806.87
City of San Pablo	Contra Costa	1/1/2021	\$ 28.37	\$ 35.06	\$ 67.87	\$ 101.73	\$ 267.92	\$ 681.68	\$ 624.96	\$ 1,717.79
City of El Cerrito	Contra Costa	1/1/2021	\$ 45.60	\$ 59.77	\$ 118.70	N / A	\$ 402.70	\$ 1,143.87	N / A	N / A
City of Hercules	Contra Costa	1/1/2021	\$ 35.10	\$ 41.67	\$ 73.61	\$ 106.56	\$ 299.79	\$ 756.87	\$ 690.14	\$ 1,887.27
City of Pinole	Contra Costa	1/1/2020	\$ 31.11	\$ 37.21	\$ 66.28	\$ 96.29	\$ 285.04	\$ 727.45	\$ 668.00	\$ 1,839.38
Unincorporated West Contra Costa	Contra Costa	1/1/2020	\$ 29.83	\$ 36.60	\$ 70.06	\$ 104.37	\$ 254.38	\$ 645.29	\$ 579.12	\$ 1,585.36
City of Belvedere	Marin	7/1/2021	\$ 51.06	\$ 63.10	\$ 107.06	\$ 151.03	\$ 270.81	\$ 748.15	N / A	N / A
Novato Sanitary District	Marin	7/1/2021	\$ 14.94	\$ 23.90	\$ 47.76	\$ 71.67	N / A	N / A	\$ 311.34	\$ 772.52
West Marin ¹	Marin	7/1/2021	\$ 28.66	\$ 43.47	\$ 81.52	\$ 130.31	\$ 330.74	\$ 645.37	\$ 496.12	\$ 1,125.39
City of Sausalito	Marin	7/1/2021	N / A	\$ 47.75	\$ 95.50	\$ 143.25	\$ 220.78	N / A	\$ 662.35	N / A
Tamalpais Com. Service Dist. ¹	Marin	7/1/2021	N / A	\$ 71.02	\$ 107.22	\$ 145.47	\$ 470.49	\$ 1,411.48	N / A	N / A
Town of Tiburon	Marin	7/1/2021	\$ 52.97	\$ 60.09	\$ 101.26	\$ 152.43	\$ 248.32	\$ 677.47	N / A	N / A
Town of Corte Madera	Marin	7/1/2021	\$ 38.15	\$ 44.88	\$ 82.04	\$ 119.20	\$ 179.81	\$ 485.29	N / A	N / A
City of Mill Valley	Marin	7/1/2021	\$ 50.09	\$ 55.24	\$ 92.24	\$ 129.16	\$ 232.94	\$ 626.82	N / A	N / A
Town of Fairfax	Marin	1/1/2022	\$ 37.81	\$ 45.32	\$ 90.67	\$ 135.99	\$ 266.52	\$ 631.27	\$ 624.82	\$ 1,635.54
Town of San Anselmo	Marin	1/1/2022	\$ 39.24	\$ 51.28	\$ 102.64	\$ 153.96	\$ 292.16	\$ 876.43	\$ 841.58	\$ 2,524.91
City of San Rafael	Marin	1/1/2022	\$ 39.77	\$ 46.79	\$ 93.58	\$ 140.37	\$ 302.00	\$ 923.41	\$ 577.97	\$ 1,640.58
Las Gallinas Valley Sanitary District	Marin	1/1/2022	\$ 35.18	\$ 41.38	\$ 82.77	\$ 124.15	\$ 296.25	\$ 889.49	\$ 599.44	\$ 1,673.07
City of Larkspur	Marin	1/1/2022	\$ 43.59	\$ 51.25	\$ 102.50	\$ 153.75	\$ 325.43	\$ 975.94	\$ 653.53	\$ 1,713.64
Town of Ross	Marin	1/1/2022	\$ 36.90	\$ 43.43	\$ 86.86	\$ 130.29	\$ 217.54	\$ 376.80	\$ 557.57	\$ 1,672.55
County of Marin	Marin	1/1/2022	\$ 31.54	\$ 51.53	\$ 105.56	\$ 163.47	\$ 372.26	\$ 1,116.93	\$ 595.89	\$ 1,787.68
City of Campbell ¹	Santa Clara	7/1/2021	\$ 30.25	\$ 37.41	\$ 67.72	\$ 98.04	\$ 172.62	\$ 522.81	\$ 345.24	\$ 1,045.62
City of Cupertino ¹	Santa Clara	2/1/2021	\$ 28.50	\$ 30.50	\$ 58.71	\$ 86.91	\$ 180.23	\$ 540.74	\$ 288.39	\$ 865.15
City of Los Altos	Santa Clara	7/1/2021	\$ 39.13	\$ 42.15	\$ 84.28	\$ 126.45	\$ 165.35	\$ 496.08	\$ 196.07	\$ 1,488.27
City of Milpitas	Santa Clara	1/1/2021	\$ 34.08	\$ 37.04	\$ 43.56	\$ 50.05	\$ 122.91	\$ 302.68	\$ 279.14	\$ 790.21
City of Monte Sereno ¹	Santa Clara	7/1/2021	\$ 33.76	\$ 41.92	\$ 76.48	\$ 111.03	\$ 229.53	\$ 695.28	\$ 459.06	\$ 1,390.55
City of Mountain View	Santa Clara	7/1/2021	\$ 25.45	\$ 37.10	\$ 74.20	\$ 111.30	\$ 113.50	\$ 385.35	\$ 339.80	\$ 1,064.90
City of Palo Alto	Santa Clara	7/1/2017	\$ 27.81	\$ 50.07	\$ 100.15	\$ 150.22	\$ 219.49	\$ 590.31	\$ 504.40	\$ 1,455.48
City of San Jose	Santa Clara	7/1/2021	N / A	\$ 54.77	\$ 91.54	\$ 137.31	\$ 166.51	\$ 476.84	\$ 232.57	\$ 665.12
City of Santa Clara	Santa Clara	7/1/2021	\$ 38.85	\$ 38.85	\$ 48.54	N / A	\$ 149.93	\$ 442.56	\$ 389.02	\$ 1,137.97
City of Sunnyvale	Santa Clara	7/1/2020	N / A	\$ 37.36	\$ 41.47	\$ 46.67	\$ 179.73	\$ 504.63	\$ 446.54	\$ 1,301.57
City of Saratoga ¹	Santa Clara	7/1/2021	\$ 32.48	\$ 40.26	\$ 73.20	\$ 106.14	\$ 245.22	\$ 743.12	\$ 490.44	\$ 1,486.23
Town of Los Altos Hills	Santa Clara	7/1/2020	\$ 34.33	\$ 47.85	\$ 95.74	\$ 143.57	\$ 117.61	\$ 184.05	\$ 247.70	\$ 430.39
Town of Los Gatos ¹	Santa Clara	7/1/2021	\$ 32.23	\$ 40.11	\$ 73.07	\$ 106.03	\$ 214.01	\$ 648.33	\$ 428.02	\$ 1,296.66
Marin Sanitary Service Agencies Average			\$ 37.72	\$ 47.28	\$ 94.94	\$ 143.14	\$ 296.02	\$ 827.18	\$ 635.83	\$ 1,806.85
Marin County Average without MSS			\$ 39.31	\$ 51.18	\$ 89.33	\$ 130.32	\$ 279.13	\$ 765.76	\$ 489.94	\$ 948.96
Marin County - All			\$ 38.45	\$ 49.36	\$ 91.95	\$ 136.30	\$ 287.58	\$ 798.83	\$ 592.06	\$ 1,616.21
All City Average			\$ 35.87	\$ 43.17	\$ 77.64	\$ 110.76	\$ 216.18	\$ 605.89	\$ 468.58	\$ 1,324.74

¹ 1 CY not available, reflected here for 1.5 CY

**BOARD OF DIRECTORS OF THE
LAS GALLINAS VALLEY SANITARY DISTRICT**

ORDINANCE NO. 188

**AN ORDINANCE AMENDING CHAPTER 1, AN ORDINANCE REGULATING SOLID
WASTE, RECYCLABLE AND ORGANIC MATERIALS, AND THE COLLECTION,
REMOVAL AND DISPOSAL THEREOF, TITLE 4 – GARBAGE SERVICE, AS
AMENDED, OF THE ORDINANCE CODE OF THE LAS GALLINAS VALLEY
SANITARY DISTRICT.**

The Board of Directors of the Las Gallinas Valley Sanitary District, Marin County, California, does ordain as follows:

Appendix A of Title 4, Chapter 1 of the Las Gallinas Valley Sanitary District Ordinance Code is amended to read as follows:

**LAS GALLINAS VALLEY SANITARY DISTRICT
SCHEDULE OF RATES**

RESIDENTIAL REFUSE COLLECTION RATES			
Rate increase:		0.64%	
Effective date:		01/01/2022	
<i>Residential Service (Bundled service includes 1 landfill (garbage) cart, 1 organics cart, & 1 recycling split cart)</i>			
REOCCURRING CHARGES	Weekly Service Rates (Billed Quarterly)	2022 Flat rate	
		Monthly Rate	Quarterly Rate
	20 gallon cart	\$35.18	\$105.54
	32 gallon cart	\$41.38	\$124.14
	64 gallon cart	\$82.76	\$248.28
	96 gallon cart	\$124.14	\$372.42
	Low income - 20 gal* cart	\$28.14	\$84.42
	Low income - 32 gal* cart	\$33.10	\$99.30
	Low income - 64 gal* cart	\$66.21	\$198.63
	Low income - 96 gal* cart	\$99.31	\$297.93
	Additional Organics Cart Rental (35 or 64 gallon cart)	\$2.44	\$7.32
	Additional Split Cart Rental (64 or 96 gallon cart)	\$2.44	\$7.32
	Additional Monthly Charges	Monthly Fee (per cart, each way)	Quarterly Fee
	Distance 5' - 50'	\$5.68	\$17.04
Distance Over 50'	\$7.31	\$21.93	

*Must meet PG&E CARE program eligibility requirements.

NOTE: We may not be able to accommodate any collection requests NOT at the curb due to a variety of factors including safety, accessibility, and efficiency. Requests to be assessed and approved by Route Manager.

	Additional Service Fees per Occurrence	Fee
ONE TIME SERVICE FEES	Return Fees - Off day	\$25.00
	Return Fees - Same day	\$10.00
	Resume Service/Late Fee	\$35.00
	Contamination (cart) any size cart	\$30.00
	Overload/Overweight (cart)	\$25.00
	Extra bag garbage	\$15.00
	Extra bag yard waste	\$10.00
	Steam Clean (cart)	\$15.00
	Special Collection	\$35.00
	Special Handling (Bulky items)	\$30.00
	Bulky item fees per item	Fees Vary
	Cart Strap Set-up Admin Fee	\$25.00
	20 Gal Cart Replacement Fee	\$55.00
	32 Gal Cart Replacement Fee	\$60.00
	64 Gal Cart Replacement Fee	\$65.00
96 Gal Cart Replacement Fee	\$75.00	
64 Gal Split Cart Replacement Fee	\$90.00	
96 Gal Split Cart Replacement Fee	\$100.00	

**LAS GALLINAS VALLEY SANITARY DISTRICT
SCHEDULE OF RATES**

COMMERCIAL REFUSE COLLECTION RATES

Rate increase: 0.64%
Effective date: 01/01/2022

RECURRING CHARGES	COMMERCIAL CARTS, BINS, ROLL-OFFS	Collections per Week						Additional One Time Empty
	Garbage	1	2	3	4	5	6	
20 gallon cart*	\$35.98	\$71.96	\$107.94	\$143.92	\$179.90	\$215.88	\$8.30	
32 gallon cart	\$42.32	\$84.64	\$126.96	\$169.28	\$211.60	\$253.92	\$9.77	
64 gallon cart	\$84.64	\$169.28	\$253.92	\$338.56	\$423.20	\$507.84	\$19.53	
96 gallon cart	\$126.96	\$253.92	\$380.88	\$507.84	\$634.80	\$761.76	\$29.30	
1 yard bin	\$296.25	\$593.23	\$889.49	\$1,185.74	\$1,482.64	\$1,778.83	\$68.37	
2 yard bin	\$447.85	\$894.73	\$1,281.29	\$1,697.80	\$2,114.68	\$2,531.20	\$103.35	
3 yard bin	\$599.44	\$1,136.22	\$1,673.07	\$2,209.86	\$2,746.70	\$3,283.55	\$138.33	
4 yard bin	\$791.47	\$1,551.55	\$2,311.80	\$3,071.81	\$3,831.92	\$4,592.27	\$182.65	
5 yard bin	\$983.51	\$1,966.90	\$2,950.54	\$3,933.78	\$4,917.16	\$5,901.03	\$226.96	
6 yard bin	\$1,138.94	\$2,158.83	\$3,178.84	\$4,198.73	\$5,218.74	\$6,238.75	\$262.83	
10 yard roll-off	\$1,809.50	\$3,431.24	\$5,052.60	\$6,674.13	\$8,295.99	\$9,917.45	\$417.58	
18 yard roll-off	\$2,969.61	\$5,564.59	\$8,159.49	\$10,754.53	\$13,349.71	\$15,944.62	\$685.29	
20 yard roll-off	\$3,619.00	\$6,862.47	\$10,105.20	\$13,348.26	\$16,591.97	\$19,834.90	\$835.15	
25 yard roll-off	\$4,523.76	\$8,578.10	\$12,631.50	\$16,685.33	\$20,739.96	\$24,793.63	\$1,043.94	
	Organics (F2E or Compost)	1	2	3	4	5	6	Additional One Time Empty
32 gallon	\$19.99	\$39.98	\$59.97	\$79.96	\$99.95	\$119.94	\$4.61	
64 gallon	\$39.98	\$79.96	\$119.94	\$159.92	\$199.90	\$239.88	\$9.23	
1 yard	\$139.87	\$279.74	\$419.61	\$559.48	\$699.35	\$839.22	\$32.28	
2 yard	\$279.74	\$559.48	\$839.22	\$1,118.96	\$1,398.70	\$1,678.44	\$64.56	
3 yard	\$419.61	\$839.22	\$1,258.83	\$1,678.44	\$2,098.05	\$2,517.66	\$96.83	
10 yard roll-off	\$1,266.65	\$2,533.30	\$3,799.95	\$5,066.60	\$6,333.25	\$7,599.90	\$292.30	
18 yard roll-off	\$2,279.97	\$4,559.94	\$6,839.91	\$9,119.88	\$11,399.85	\$13,679.82	\$526.15	
20 yard roll-off	\$2,533.30	\$5,066.60	\$7,599.90	\$10,133.20	\$12,666.50	\$15,199.80	\$584.61	
25 yard roll-off	\$3,166.63	\$6,333.26	\$9,499.89	\$12,666.52	\$15,833.15	\$18,999.78	\$730.76	
Garbage Compactors (Per empty)								
Roll-off Compactor Tipping fee per ton			\$143.61	Roll-off Compactor Hauling charge			\$291.69	
Stationary FL (Per Compacted Yard)			\$121.64	Roll-off Compactor Special handling			Rates Vary	
Other Charges	Service	Fee	Details					
	Lock	\$25.00	Monthly fee					
	Box rental	Fees Vary	Minimum Bimonthly fee					
	Distance < 50ft	\$5.68	Monthly fee per cart, each way					
	Distance > 50ft	\$7.29	Monthly fee per cart, each way					

* Customers must have a sufficient level of service for the volume of material generated. Requests for 20gal carts require assessment and approval of a Route Manager.

NOTE: All container types and sizes may not be available at all locations depending on a variety of factors including safety, accessibility, and efficiency. Requests to be assessed and approved by Route Manager.

ONE TIME SERVICE FEES	Commercial Service Fees	Fee
	Return Fee - BIN	\$75.00
Return Fee - CART -same day	\$10.00	
Return Fee - CART -off day	\$25.00	
Late Fee/Resume Service Fee	\$35.00	
Contamination (BIN)	\$50.00	
Contamination (CART)	\$30.00	
Overload/Compaction (BIN)	\$60.00	
Overload/Compaction (CART)	\$25.00	
Extra Bag Garbage	\$15.00	
Additional Empty BIN	Fees vary	
Extra Bag Yard Waste	\$15.00	
Steam Clean (1-6 yard BIN)	\$95.00	
Steam Clean (CART)	\$15.00	
Steam Clean (COMPACTOR/ROLL-OFF)	\$225.00	
Lock Set-up Admin Fee	\$25.00	
Lock Single Use Fee	\$5.00	
Lock Purchase Fee	\$20.00	
Lock Bar Bin Set-up Fee	\$75.00	
Overweight Charge Per Ton*	\$205.00	
20 Gal Cart Replacement Fee	\$55.00	
32 Gal Cart Replacement Fee	\$60.00	
64 Gal Cart Replacement Fee	\$65.00	
96 Gal Cart Replacement Fee	\$75.00	
64 Gal Split Cart Replacement Fee	\$90.00	
96 Gal Split Cart Replacement Fee	\$100.00	
Bin Repair/Replacement Fee**	Fees vary	

*Boxes exceeding 300lbs/yard

**Fees vary by size up to \$1,200, not to exceed current replacement value.

**LAS GALLINAS VALLEY SANITARY DISTRICT
SCHEDULE OF RATES**

MULTI-FAMILY DWELLING REFUSE COLLECTION RATES

Rate increase: 0.64%

Effective date: 01/01/2022

RECURRING CHARGES	MFD CARTS, BINS, ROLL-OFFS		Collections per Week				Additional One Time Empty
	Garbage	1	2	3	4	5	
20 gallon cart*	\$35.17	\$70.34	\$105.51	\$140.68	\$175.85	\$211.02	\$8.12
32 gallon cart	\$41.38	\$82.76	\$124.14	\$165.52	\$206.90	\$248.28	\$9.55
64 gallon cart	\$82.76	\$165.52	\$248.28	\$331.04	\$413.80	\$496.56	\$19.10
96 gallon cart	\$124.14	\$248.28	\$372.42	\$496.56	\$620.70	\$744.84	\$28.65
1 yard bin	\$273.62	\$474.04	\$674.40	\$874.81	\$1,075.23	\$1,275.67	\$63.14
2 yard bin	\$447.85	\$864.73	\$1,281.29	\$1,697.80	\$2,114.68	\$2,531.20	\$103.35
3 yard bin	\$599.44	\$1,136.22	\$1,673.07	\$2,209.86	\$2,746.63	\$3,283.40	\$138.33
4 yard bin	\$791.47	\$1,551.55	\$2,311.80	\$3,071.81	\$3,831.92	\$4,592.27	\$182.65
5 yard bin	\$983.51	\$1,966.90	\$2,950.54	\$3,933.78	\$4,917.16	\$5,901.03	\$226.96
6 yard bin	\$1,138.94	\$2,158.83	\$3,178.84	\$4,198.73	\$5,218.74	\$6,238.75	\$262.83
10 yard roll-off	\$1,809.50	\$3,431.24	\$5,052.60	\$6,674.13	\$8,295.99	\$9,917.45	\$417.58
18 yard roll-off	\$2,969.61	\$5,564.59	\$8,159.49	\$10,754.53	\$13,349.71	\$15,944.62	\$685.29
20 yard roll-off	\$3,619.00	\$6,862.47	\$10,105.20	\$13,348.26	\$16,591.97	\$19,834.90	\$835.15
25 yard roll-off	\$4,523.76	\$8,578.10	\$12,631.50	\$16,685.33	\$20,739.96	\$24,793.63	\$1,043.94
Organics	1	2	3	4	5	6	Additional One Time Empty
Additional Organics Cart Rental (35 gallon cart) after 4 TOTAL carts per cart per month	\$2.44	\$4.88	\$7.32	\$9.76	\$12.20	\$14.64	NA
Additional Organics Cart Rental (64 gallon cart) after 4 TOTAL carts per cart per month.	\$2.44	\$4.88	\$7.32	\$9.76	\$12.20	\$14.64	NA
1 yard	\$139.87	\$279.74	\$419.61	\$559.48	\$699.35	\$839.22	\$32.28
2 yard	\$279.74	\$559.48	\$839.22	\$1,118.96	\$1,398.70	\$1,678.44	\$64.56
3 yard	\$419.61	\$839.22	\$1,258.83	\$1,678.44	\$2,098.05	\$2,517.66	\$96.83
Garbage Compactors (Per empty)							
Roll-off Compactor Tipping fee per ton	\$143.61		Roll-off Compactor Hauling charge			\$291.69	
Stationary FL (Per Compacted Yard)	\$121.64		Roll-off Compactor Special handling			Rates Vary	
Other Charges	Service		Fee		Details		
	Lock		\$25.00		Monthly fee		
	Box rental		Fees Vary		Minimum Bimonthly fee		
	Distance < 50ft		\$5.68		Monthly fee per cart, each way		
	Distance > 50ft		\$7.29		Monthly fee per cart, each way		

NOTE: Minimum service level is 32 gallons per unit or equivalent volume. Decrease to 20 gallon per unit is subject to company review and approval.

NOTE: Up to four (4) Organics carts provided at no additional charge. Additional carts may be rented for a nominal monthly fee.

NOTE: All container types and sizes may not be available depending on a variety of factors including safety, accessibility, and efficiency. Requests to be assessed and approved by Route Manager.

ONE TIME SERVICE FEES	MFD One Time Service Fees	Fee
	Return Fee - BIN	
Return Fee - CART -same day		\$10.00
Return Fee - CART -off day		\$25.00
Late Fee/Resume Service Fee		\$35.00
Contamination (BIN) Per Yard		\$50.00
Contamination (CART)		\$30.00
Overload/Compaction (BIN)		\$60.00
Overload/Compaction (CART)		\$25.00
Additional Empty Bag		\$15.00
Extra Bag Yard Waste		\$10.00
Additional Empty Garbage		Fees vary
Steam Clean (BIN)		\$95.00
Steam Clean (CART)		\$15.00
Steam Clean (COMPACTOR/ROLL-OFF)		\$225.00
Lock Set-up Admin Fee		\$25.00
Lock Single Use Fee		\$5.00
Lock Purchase Fee		\$20.00
Lock Bar Bin Set-up Fee		\$75.00
Overweight Charge Per Ton*		\$205.00
20 Gal Cart Replacement Fee		\$55.00
32 Gal Cart Replacement Fee		\$60.00
64 Gal Cart Replacement Fee		\$65.00
96 Gal Cart Replacement Fee		\$75.00
64 Gal Split Cart Replacement Fee		\$90.00
96 Gal Split Cart Replacement Fee		\$100.00
Bin Repair/Replacement Fee**		Fees vary by size up to

*Boxes exceeding 300lbs/yard

**Fees vary by size not to exceed current replacement value.

All other ordinances and parts of ordinances inconsistent herewith are hereby repealed.

* * * * *

I hereby certify that the foregoing is full, true, and correct copy of the Ordinance duly and regularly passed and adopted by the Sanitary Board of the Las Gallinas Valley Sanitary District of Marin County, California, at a meeting hereof held on December 16, 2021, by the following vote of members thereof:

AYES:

NOES:

ABSTAIN:

ABSENT:

Teresa Lerch, District Secretary
Las Gallinas Valley Sanitary District

APPROVED:

Crystal Yezman, President
Las Gallinas Valley Sanitary District

(seal)

12/16/2021

**RECEIVE AUDIT OF FINANCIAL STATEMENTS FOR YEAR
ENDING IN JUNE 2021**

- Separate Item to be distributed at Board Meeting
- Separate Item to be distributed prior to Board Meeting
- Verbal Report
- Presentation



Agenda Summary Report

To: Board of Directors
From: Michael P. Cortez, PE, District Engineer
 (415) 526-1518; mcortez@lqvsd.org
Meeting Date: December 16, 2021
Re: Brown and Caldwell Contract Amendment 2 - Additional Engineering Support
 During Construction of the STPURWE Project
Item Type: Consent Action Information Other
Standard Contract: Yes No (See attached) Not Applicable

STAFF RECOMMENDATION

Board to approve Contract Amendment 2 to Brown and Caldwell Contract Amendment 2 for Additional Engineering Support During Construction of the Secondary Treatment Plant Upgrade and Recycled Water Expansion (STPURWE) project.

BACKGROUND

The remaining budget with Brown and Caldwell (B&C) to provide engineering support during construction of the STPURWE project would be insufficient to cover services until the forecasted project completion date June 2022. In response to District staff's request, B&C has submitted a proposal and fee estimate in the amount of \$39,202 to cover services during the extended period. The scope of work includes providing input to the project team in analyzing startup and treatment issues. Staff has reviewed the proposal and deemed the scope of work and fee estimate reasonable.

PREVIOUS BOARD ACTION

1. Board approved Contract with Brown and Caldwell for Engineering Services during Construction for the STPURWE Project on February 28, 2019.
2. Board approved Contract Amendment 1 to Brown and Caldwell for Additional Peer Review Engineering Services during Construction for the STPURWE project on April 1, 2021.

ENVIRONMENTAL REVIEW

N/A

FISCAL IMPACT

Time-and-expense basis, value of services not to exceed \$39,202. The funding sources for this amendment is budget reallocation from the current FY 2021/22 CIP budget for the following projects:

1.	Annual Pump Stations Paving ^(a)	\$35,000
2.	Digester Improvements ^(b)	\$4,202
	Total:	<u>\$39,202</u>

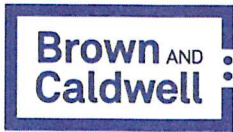


Notes:

- (a) - Staff will reevaluate this project after completion of the Integrated Wastewater Master Plan by Kennedy Jenks for pump station improvements.
- (b) - Digester Improvements is deferred until next fiscal year due to the rescheduled cleaning of the Secondary Digester. The budget reallocation will leave a remaining budget of \$167,762, which will be used for structural evaluation and potential repairs of the concrete structure after completion of the cleaning.

Amendment A.5 – Assistance During Construction and Startup
Additional Services - Scope of Work and Fee Estimate
Secondary Treatment Upgrades

November 1, 2021



Mr. Mike Cortez
District Engineer
Las Gallinas Valley Sanitary District
300 Smith Ranch Road
San Rafael, CA 94903

Subject: Amendment A.5 Scope, Fee and Schedule

Dear Mike,

Please find attached the scope of work, fee estimate and schedule for Amendment A.5. The purpose of Amendment A.5 is to assist Las Gallinas Valley Sanitary District with the construction and startup of the Secondary Treatment Upgrades Project.

Please contact me at (925) 210-2208 if you have any questions or require additional information.

Very truly yours,

BROWN AND CALDWELL,

Handwritten signature of Claire O'Brien in blue ink.

Claire O'Brien, P.E.
Project Manager

Handwritten signature of Richard W. Terrazas in blue ink.

Richard W. Terrazas, P.E.
Project Management Director

**Amendment A.5 – Assistance During Construction and Startup
Additional Services - Scope of Work and Fee Estimate
Secondary Treatment Upgrades**

Project Understanding

The purpose of this additional scope of work and fee estimate is to continue to assist Las Gallinas Valley Sanitary District (LGVSD) during the construction and startup of the Secondary Treatment Upgrades Project (Project). This work amends and extends the original agreement dated February 17, 2016 and last amended May 2021.

Scope of Work

Task 1 -Continued Support During Construction and Startup

BC will continue the peer review and advisory support of the Project during the Construction and start up to the budget established. The support shall be on an as requested basis for the following:

- **Project Administration.** Budget to perform project management, administration, invoicing and controls to maintain budget.
- **Weekly Process meeting attendance.** BC will attend process and startup meetings with LGVSD, Design Engineer, Construction Manager, and others to discuss construction and startup activities. BC will attend via conference calls. Assumed 24 meetings with one hour duration.
- **Activated Sludge Startup and Operations assistance –** During the various startup and testing periods, BC will support the District as requested. The work may include review of test plans and refinement of startup and operations procedures.

Assumptions

The scope of work includes the following assumptions:

1. This amendment does not include in person meetings.
2. This amendment does not include design deliverables.
3. This amendment does not include a field visit or site safety plan development.

Fee and Schedule

The estimated level of effort for this work is \$39,202. The work is scheduled to be completed by June 30, 2022.


Las Gallinas Valley Sanitary Distri -- ESDC Secondary TP Upgrade and RW

Phase	Phase Description	O'Brien, Claire PM	Rouhani, Shouhreh G PA	Romero, Sara B	Terrazas, Richard W	Salerno, Lance P	Jeiton, James D	Sawyer, Linda K	Total Labor Hours	Total Labor Effort	APC	Total Expense Cost	Total Expense Effort	Total Effort
		\$178.13	\$119.50	\$91.72	\$333.26	\$320.32	\$273.42	\$268.58						
001	Support During the Construction													
005	Amendment	15	12	5	6	36	67	6	147	38,026	1176	0	1,176	39,202
GRAND TOTAL		15	12	5	6	36	67	6	147	38,026	1,176	0	1,176	39,202

Hours and Dollars are rounded to nearest whole number. To display decimals, change the format of the cells.



Agenda Summary Report

To: Board of Directors
From: Dale McDonald, Administrative Services Manager 
 (415) 526-1519 dmcDonald@lqvsd.org
Meeting Date: December 16, 2021
Re: Recognizing employees for their dedication during the COVID-19 Pandemic
Item Type: Consent Action Information Other
Standard Contract: Yes No (See attached) Not Applicable

STAFF RECOMMENDATION

Board to adopt Resolution No. 2021-2235 expressing the Board's sincere appreciation and thanks to all employees of the District, and declare December 30, 2021, as a holiday in recognition of the employees' dedication to the District during the pandemic.

BACKGROUND

Individual board members, as well as management, has recognized the important role front line staff play in the continued operation of the District during times of crisis. This is especially so during the continuing COVID-19 pandemic.

The Board has been supportive of staff. Management believes formal recognition by the District Board in the form of the attached resolution continues the Board's commitment to support staff.

Last year, employees were given an Essential Worker Day off by the General Manager in acknowledgment of their dedication during the pandemic in 2020. While the General Manager has general authority to administer the policies of the District, it is best to have the Board consider any action that might otherwise be construed as a gift of public funds. The resolution proposed would not constitute a gift of public funds because:

1. It supports the public purpose of ensuring a focused, positive, rejuvenated workforce and promotes workforce wellness.
2. It is consistent with the past practice of historical holiday gestures of time off.
3. It treats everyone the same, it is not provided to any single individual.
4. It would be considered and approved by the Governing body of the District.

PREVIOUS BOARD ACTION

None

ENVIRONMENTAL REVIEW

N/A

FISCAL IMPACT

Minimal impact. One additional day of standby pay will be paid to plant and collection system operators providing coverage on December 30, 2021, and overtime pay if emergency response is required.

RESOLUTION NO. 2021-2235

A RESOLUTION TO RECONGIZE EMPLOYEES OF THE DISTRICT WHO HAVE REMAINED DEDICATED TO PROVIDING EXEMPLARY SERVICE TO THE RESIDENTS DURING THE COVID-19 PANDEMIC

LAS GALLINAS VALLEY SANITARY DISTRICT

WHEREAS, the COVID-19 pandemic has impacted the community of the Las Gallinas Valley Sanitary District ("District") just as it has the rest of the world, including District employees and their families, we want to recognize and thank our essential employees who continue to dedicate themselves to providing exemplary service through the pandemic; and

WHEREAS, the Las Gallinas Valley Sanitary District staff, who have been declared essential workers, have effectively worked on-site since the early months of the pandemic which has been critical to the successful operation of the treatment plant and for administration of business operations at the District; and

WHEREAS, employees remain committed to following COVID-19 safety guidance issued by local, regional, state, and national entities to mitigate the risks for their colleagues in the workplace; and

WHEREAS, the current pandemic will continue into 2022, along with other challenges facing the District, that will add additional burden and anxiety onto staff; and

WHEREAS, the Board recognizes that the commitments made by employees during this pandemic, to report to work daily to support our mission to protect public health and our environment by providing effective wastewater collection treatment and recycling services, is admirable.

NOW THEREFORE IT IS HEREBY RESOLVED that on behalf of the Board of Directors that the Las Gallinas Valley Sanitary District wishes to express our sincere appreciation and thanks to all employees of the District who remain on the front lines providing exemplary service to the residents of our district during this period of crisis.

BE IT FURTHER RESOLVED that the Board of Directors declares December 30, 2021 as a Essential Worker holiday for 2021 in recognition of the employees who have committed themselves to the District during the pandemic.

BE IT FURTHER RESOLVED that the acting General Manager, or designee, shall close the District office and treatment plant, coordinate any announcements, and adjust any payroll reporting to recognize the paid day off for all employees for this year only, absent future action by the Board.

* * * * *

I hereby certify that the forgoing is a full, true and correct copy of a resolution duly and regularly passed and adopted by the Sanitary Board of the Las Gallinas Valley Sanitary District, Marin County, California, at a meeting thereof held on December 16, 2021, by the following vote of the members thereof:

AYES, and in favor thereof, Members:

NOES, Members:

ABSTAIN, Members

ABSENT, Members:

Teresa Lerch, District Secretary
Las Gallinas Valley Sanitary District

APPROVED:

Crystal J. Yezman Board President
Las Gallinas Valley Sanitary District

(SEAL)

Agenda Summary Report

To: Board of Directors
From: Dale McDonald, Administrative Services Manager *DM*
(415) 526-1519 dmcDonald@lqvsd.org
Meeting Date: December 16, 2021
Re: Create Biosolids Ad Hoc Committee
Item Type: Consent Action Information Other
Standard Contract: Yes No (See attached) Not Applicable

STAFF RECOMMENDATION

Board to create Biosolids Ad Hoc Committee and to have Board President appoint members.

BACKGROUND

Biosolids are residual material normally generated through the wastewater treatment and solids digestion process. Biosolids generated by the district are not currently utilized for a beneficial purpose, however District biosolids are a resource that can be used to support agriculture in the District's reclamation area and/or utilized in a compost operation.

Establishing beneficial use of biosolids is one of the District's Strategic Initiatives. It previously has been determined that the district has capacity for Class B land application of biosolids in the reclamation area. On March 9, 2021, the District submitted a Notice of Intent (NOI) to the San Francisco Bay Regional Water Quality Control Board to apply Class B biosolids within District property at 300 Smith Ranch Road

The District has an agreement with HDR Engineering ("HDR") to provide operational planning assistance for biosolids management. On October 19, 2021, the District entered into agreement with HDR to perform a compost facility feasibility study to assess the feasibility of building and operating a regional biosolids compost facility on district land situated adjacent to our wastewater treatment plant.

Initial work on this strategic initiative was being driven by our General Manager but as we move forward it will fall upon the District's Engineering Department to facilitate the tactical goals related to biosolids.

Board Policy B-40-20 allows the Board President and/or majority of the Board to appoint ad hoc committees for a specific purpose, with its duties outlined at the time of appointment, that could serve a beneficial purpose.

Management is recommending that an ad hoc committee be formed to continue the study and implementation of beneficial use of biosolids. The committee of two Board members will work



with District Engineer Cortez and our HDR consultant Mary Martis to gather information, explore alternatives, examine implications, and offer recommendations to the full Board on issues related to biosolids land application.

PREVIOUS BOARD ACTION

None

ENVIRONMENTAL REVIEW

N/A

FISCAL IMPACT

None

12/16/2021

PUBLIC COMMENT

This portion of the meeting is reserved for persons desiring to address the Board on matters not on the agenda and within the jurisdiction of the Las Gallinas Valley Sanitary District. Presentations are generally limited to three minutes. All matters requiring a response will be referred to staff for reply in writing and/or placed on a future meeting agenda. Please contact the General Manager before the meeting.

12/16/2021

BOARD MEMBER REPORTS

CLARK

NBWA Board Committee, NBWA Conference Committee, 2021 Operations Control Center Ad Hoc Committee, 2021 Employee Climate Survey Ad Hoc Committee, Other Reports

MURRAY

Marin LAFCO, CASA Energy Committee, 2021 GM Recruitment Ad Hoc Committee, 2021 Legal Services Ad Hoc Committee, 2021 Employee Climate Survey Ad Hoc Committee, Marin Special Districts Association, Other Reports

SCHRIEBMAN

Gallinas Watershed Council/Miller Creek Watershed Council, JPA Local Task Force, NBWA Tech Advisory Committee, Other Reports

YEZMAN

Flood Zone 7, CSRMA, Ad Hoc Engineering Sub-Committee re: STPURWE, 2021 Legal Services Ad Hoc Committee, 2021 GM Recruitment Ad Hoc Subcommittee, Other Reports

Agenda Item 10.2
Date December 16, 2021

Certificate of Completion

This certifies that

Craig Murray

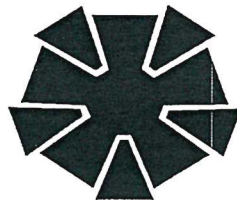
Has met the requirements for successful completion of the learning event entitled:

Storage and Distribution (California)

12/7/2021, 10:00 AM - 12/7/2021, 12:00 PM
Online

2 California Drinking Water Contact Hours

Instructor(s): Randall Vessels



RCAC
www.rcac.org

A handwritten signature in black ink, appearing to read "Suzanne Anarde".

Suzanne Anarde, CEO

This training course was presented by Rural Community Assistance Corp Training Dept
3120 Freeboard Dr #201 West Sacramento, CA 95691 916-447-9832 x 1429 or email registration@rcac.org.

Contact hours have been approved for the Registered Environmental Health Specialist Program.



**BOARD MEMBER
MEETING ATTENDANCE REQUEST**

Date: _____ **Name:** _____

I would like to attend the _____ **Meeting**
of _____

To be held on the _____ **day of** _____ **from** _____ **a.m. / p.m. to**
_____ **day of** _____ **from** _____ **a.m. / p.m.**

Location of meeting: _____

Actual meeting date(s): _____

Meeting Type: (In person/Webinar/Conference) _____

Purpose of Meeting: _____

Meeting relevance to District: _____

Request assistance from Board Secretary to register for Conference: YES NO

Frequency of Meeting: _____

Estimated Costs of Travel (if applicable): _____

Date submitted to Board Secretary: _____

Board approval obtained on Date: _____

Please submit this form to the Board Secretary no later than 1 week prior to the Board Meeting.

12/16/2021

BOARD AGENDA ITEM REQUESTS

Agenda Item 11B

- Separate Item to be distributed at Board Meeting
- Separate Item to be distributed prior to Board Meeting
- Verbal Report
- Presentation

Water officials in Marin might limit pipeline use

DROUGHT

MMWD weighs emergency-only policy for bridge duct

By Will Houston

whouston@marinij.com

As Marin County water managers consider building a permanent \$100 million water pipeline across the Richmond-San Rafael Bridge, a debate has arisen on how often it should actually be used. The Marin Municipal Water District is leaning toward only using the 8-mile pipeline if it faces a water shortage emergency and only using the water for indoor health and safety purposes, such as cooking and sanitation.

Cynthia Koehler, president of the district board, said there is a “danger” to connecting to the larger state water supply network. She said there is the potential for the county to abandon its commitments to using water efficiently and sustainably in favor of continuing the status quo.

“We are already being accused of using this to just use water in a profligate way, for lawns, for medians, for water waste,” Koehler said at the board’s discussion on Nov. 16. “For me, I think this can only be justified as a human health and safety measure.”

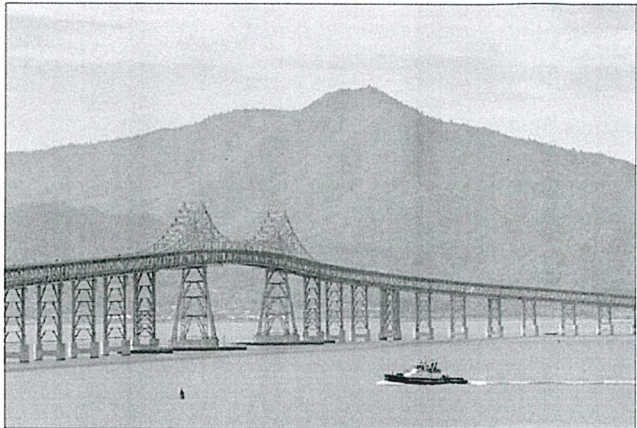
At the same time, there was recognition of the significant investment that the district would be making if it builds the pipeline.

“I just don’t know if the financial reality is going to permit that kind of restraint,” board member Larry Bragman said. “It’s

PIPELINE » PAGE 4

“It’s \$100 million and we may not be using it every year. I mean, it doesn’t sound realistic to me.”

— *Larry Bragman, Marin Municipal Water District board*



A boat approaches the Richmond-San Rafael Bridge on Nov. 17. The Marin Municipal Water District has made preliminary investments in a supply pipeline across the span.

ALAN DEP — MARIN INDEPENDENT JOURNAL



A Marin Municipal Water District sign stands along the Miracle Mile in San Anselmo on Wednesday. The district’s reservoir supplies are well below the 66% average for this time of year.

SHERRY LAVARS — MARIN INDEPENDENT JOURNAL

Pipeline

FROM PAGE 1

to look ahead and move forward on transfers before we’re in a dire declared emergency where at that point there is a lot of competition for that water.”

LA



②
\$100 million and we may not be using it every year. I mean, it doesn't sound realistic to me." The pipeline would allow the district to purchase water from agricultural producers and other water rights holders in the Sacramento Valley. The water would travel more than 100 miles through a network of canals, aqueducts, reservoirs and water systems controlled by other water agencies. The water would then be pumped into Marin through a pipeline on the underside of Richmond- San Rafael Bridge's top deck.

The pipeline would be able to pump in as much as 9,000 acre-feet of water per year, which equates to about one-third of the district's yearly potable water demand.

The district has already approved investing tens of millions of dollars into the pipeline, with a final vote on whether to actually build it possibly occurring in January. The district is considering issuing bonds to pay for the project.

Bragman said the elephant in the room is future development, including a state mandate to find space for 14,000 new homes in Marin from 2023 to 2031.

"You're going to hear plenty of shouting for the health and safety of those units," Bragman said. "That's going to open the door on this project."

After two dry winters, the district faced the possibility of depleting its reservoirs by mid-2022 if this upcoming winter was dry. But after two large storms in late October and early November, the district forecasts its water supplies will now last through 2022 if residents continue conserving by at least 20%.

Reservoir supplies are about 58%, which is below the 66% average for this time of year. As a result, the district is continuing to plan for the pipeline.

The district's seven reservoirs in the Mount Tamalpais watershed can hold about two years of water supply for the 191,000 residents in the district. Board member Larry Russell said typical water agencies in the West have around four years of supply.

Russell said the pipeline would essentially bring in a water supply equal to adding a new reservoir and would allow the district to preserve supplies in its reservoirs.

"The intertie is basically conceptually increasing our reservoir storage capacity," Russell said, referring to the pipeline. "It's buying resiliency and stretching our

③
Board member Jack Gibson agreed with staff, saying it would be "folly to think that we're going to control future boards" by adopting stricter policies.

"Each board will come along and make their own decisions based on their own circumstances and the environment of the moment," Gibson said. "All we're doing is burdening the system if we bog it down with too technical types of restraints."

The board also supported only purchasing water that would otherwise go to a water rights holder rather than adding a new source of demand on the San Francisco-San Joaquin River Delta system. Additionally, the board supported purchasing water only from water suppliers that are promoting and using sustainable practices to reduce demand and environmental impacts on the delta.

Bragman advocated for taking it a step further by also providing contributions to improving delta habitat, groundwater storage and species.

Another condition the board discussed is setting a target to reduce overall water use among ratepayers. On average, ratepayers use about 124 gallons per person per day. District staff recommended setting a goal of reducing that use to 98 gallons per person per day within 10 years, but Koehler said that number should be closer to 60 gallons per person in light of climate change impacts.

Larkspur resident Ed Jameson equated the proposed pipeline policies to what would essentially be a death warrant for landscaping.

"The proposal that we should not use the pipeline to preserve the beauty in Marin is just an outrageous principle," Jameson told the board. "This is conservation run amuck."

Koehler said the intent is to preserve landscaping that is sustainable and reasonable for the long term.

"We're not going to be able to pretend we live in Massachusetts or Florida or any other place that gets 44 inches of rain per year," Koehler said.

The board is set to consider several approvals for the pipeline in the coming weeks, including about \$20 million to buy more construction materials, a water transfer agreement, reimbursement of Caltrans for work on the Richmond- San Rafael Bridge and strengthening work on the bridge so that it can hold the pipeline.

3
current resources further. That's what's going on here and that's the value of this project."

Marin is limited in building new reservoirs or raising dams under a 1995 state order that requires any additional water supply to be used to support endangered fish in the Lagunitas Creek watershed. The district has not built or expanded its reservoirs since the early 1980s, when it built the Soulajule Reservoir and expanded the Kent Lake reservoir.

One public speaker during the board meeting questioned how the district would avoid using the pipeline beyond just emergency uses if it does not create another source of supply to meet future water demands.

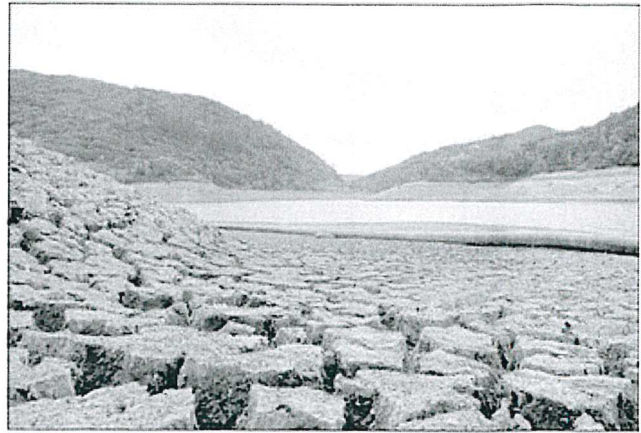
"If we build a pipeline, I don't see how we avoid using it all the time because we have no other projects that are going to cover the gap that we have," Paul Deuter said.

Koehler and Bragman advocated for stricter guardrails on when the pipeline could be used. They suggested only allowing it to be used when a drought emergency is declared as opposed to when the district forecasts a water shortage.

Ben Horenstein, the district's general manager, said a less restrictive policy would "allow the board



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The next board meeting is set for 7 p.m. Dec. 14.



Parched shoreline rings Soulajule Reservoir in western Marin in August. Built in 1980, it is the newest of the county's reservoirs.

PHOTO BY ALAN DEP/MARIN INDEPENDENT JOURNAL

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Teresa Lerch

From: Mark Millan <millan@datainstincts.com>
Sent: Thursday, November 25, 2021 8:54 AM
To: Malcolm Smith; Teresa Lerch; Dale McDonald; Crystal Yezman
Subject: Las Gallinas Valley sewer district fires general manager - Marin IJ 11/25/21

Las Gallinas Valley sewer district fires general manager

Adrian Rodriguez, Marin Independent Journal 11/25/21

Las Gallinas Valley Sanitary District board has let go its general manager after three years on the job.

The district Board of Directors voted 3-2 in a closed session meeting on Nov. 18 to terminate Mike Prinz without cause, effective immediately. The board announced the decision during its open session meeting the same night and made an official statement Monday. A reason for the move was not provided.

Board president Crystal Yezman, who cast a dissenting vote, said it was the first time the discussion of Prinz's termination had been presented at a closed session. She declined to comment Wednesday on how or why the move was made so suddenly.

"I thought he did a fine job the last three years," Yezman said. "He helped manage the 'big project' as we call it, increasing our recycled water capacity."

However, she said, "the majority of the board desired a new approach to revitalize and refine the district's management.

"He was on an at-will contract and terminated without cause," she said. "Nothing you can put your finger on."

Dale McDonald, the district's administrative services manager, will serve as acting general manager. The board will soon be appointing an interim general manager and hiring a recruiting firm to find a permanent replacement.

Prinz earned a \$21,694 monthly salary, equaling \$260,328 a year. He was offered a severance equal to four months of his pay. Prinz declined to comment.

Director Craig Murray also voted no. Yes votes came from Megan Clark, Judy Schriebman and Rabi Elias, who announced last month he would be resigning for personal reasons. His last meeting is Dec. 2.

Board members could not be reached for comment.

Prinz, a Santa Rosa resident, was hired by Las Gallinas in November of 2018 on a \$200,000 annual salary.

He previously served as deputy director at the Santa Rosa Water Department and had more than 20 years of experience in wastewater management.

At the time, Prinz replaced interim general manager Chris DeGabriele who was tapped to fill the vacancy after the embattled manager Mark Williams resigned.

Prinz is a graduate of Humboldt State University and holds a professional civil engineer license in California.

He shepherded the district's \$64 million water recycling system upgrade that kicked off in 2019. The project has allowed the system to treat roughly 5.4 million gallons of recycled water per day at its headquarters at 300 Smith Ranch Road in San Rafael. That's up from the district's previous capacity of 1.4 million daily gallons.

The remainder of the project is expected to wrap up next year. It includes raising a portion of the road that runs around the treatment plant so it is above sea level rise elevation, building two new clarifying ponds for secondary treated water and upgrading the treatment plant control system. Grading, fencing, landscaping and paving work also are planned.

Las Gallinas Valley Sanitary serves 30,000 customers in the northern San Rafael area and manages about 105 miles of sewage lines.

Sewer district directors fire general manager

LAS GALLINAS

By Adrian Rodriguez

arodriguez@marinij.com

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PRINZ » PAGE 4



Prinz

Prinz

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FROM PAGE 3

2

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Irrigation ban in Marin set to start today

DROUGHT

Rule lasts through May; violators face penalties

By Will Houston

whouston@marinij.com

Most Marin County residents and businesses will be prohibited from turning on their outdoor sprinklers and drip irrigation systems beginning this week — or face fines as high as \$250 in addition to other drought penalties.

The ban enacted by the Marin Municipal Water District, which takes effect Wednesday, will continue through May. Hand spot-watering using a hose and spray nozzle or a watering can is still allowed. The restrictions do not apply to recycled water.

“The days are cooler and shorter,” said Carrie Pollard, a district manager. “It is cooling down. We have seen a little bit of rain. We’d like to see a little more but irrigation demands are usually low this time

of year, so it makes sense for people to turn their irrigation off to the extent possible.”

Estimated water savings during this six-month irrigation ban have yet to be calculated, Pollard said.

The new restrictions also prohibit people from

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Wa ter

FROM PAGE 1

refilling completely drained swimming pools or from filling new pools that have not received a building permit by Wednesday.

Violators will receive an initial warning letter, then a \$25 fine for a second offense and a \$250 fine for further offenses.

The district, which serves 191,000 residents in central and southern Marin, approved the new rules in October as a way to preserve its dwindling reservoir supplies, once at risk of drying up by mid-2022.

Storms in late October and early November improved the district’s supply forecasts, but district staff say storage levels are still below average with no guarantee the county will see significant downpours this winter.

The district’s seven reservoirs, which make up 75% of its water supply, were 58% full as of the end of

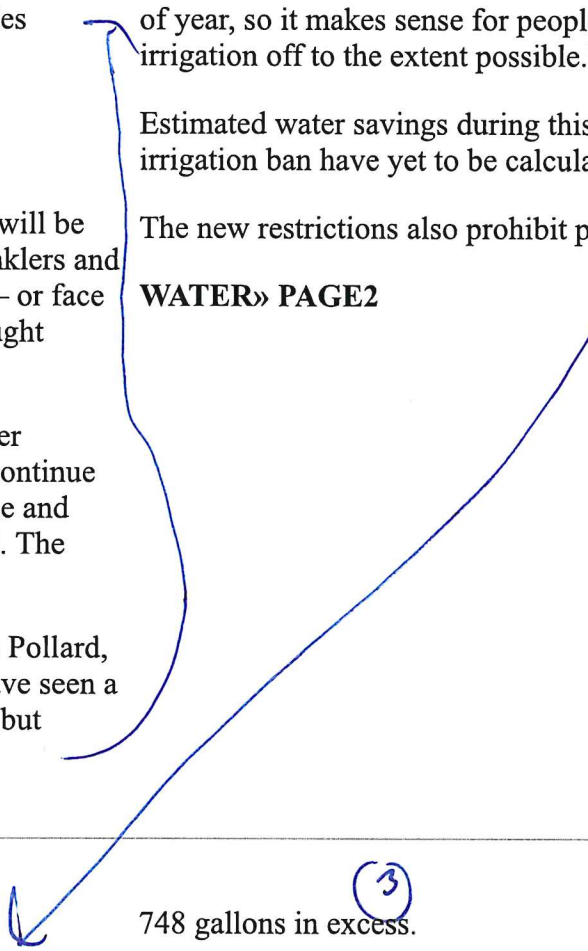
748 gallons in excess.

The district charges rates based on every 100 cubic feet of water used, which equates to about 748 gallons.

From June to November, customers who use water above tier 2 levels — more than 44,135 gallons during their bimonthly billing cycle, or 184 gallons per person per day for a household of four — will be subject to the penalties of \$10 or \$15 for every 748 gallons of water in excess.

Similar to other water use restrictions, the board will consider variances to these rules for certain types of businesses that rely on water, such as nurseries and golf courses, and for homes with a large number of occupants, Pollard said.

The Mill Valley Golf Course, for example, is seeking a variance similar to other golf courses in the district. It would ban outdoor irrigation in December and January and allow for between 15% and 20% of average water use during the remaining months, according to Mill Valley parks supervisor Tony Boyd.



(2)

Monday. They would typically be 66% full this time of year, according to the latest storage data.

In addition to facing fines, people who turn on their sprinklers will also likely face excessive water use penalties on their bills.

Beginning today, customers will receive a water allotment they can use during the district's summer and winter billing cycles. Anyone who uses water above those amounts will be charged extra.

From December to May, customers who use water above tier 1 levels — more than 15,709 gallons during their bimonthly billing cycle, or about 65 gallons per person per day for a household of four — will be subject to penalties ranging from \$5 to \$15 for every

(4)

The district is also gauging interest in restarting its recycled water fill station near the Marin County Civic Center while the irrigation ban is in effect. The fill station allowed residents to fill containers with recycled water to water plants.

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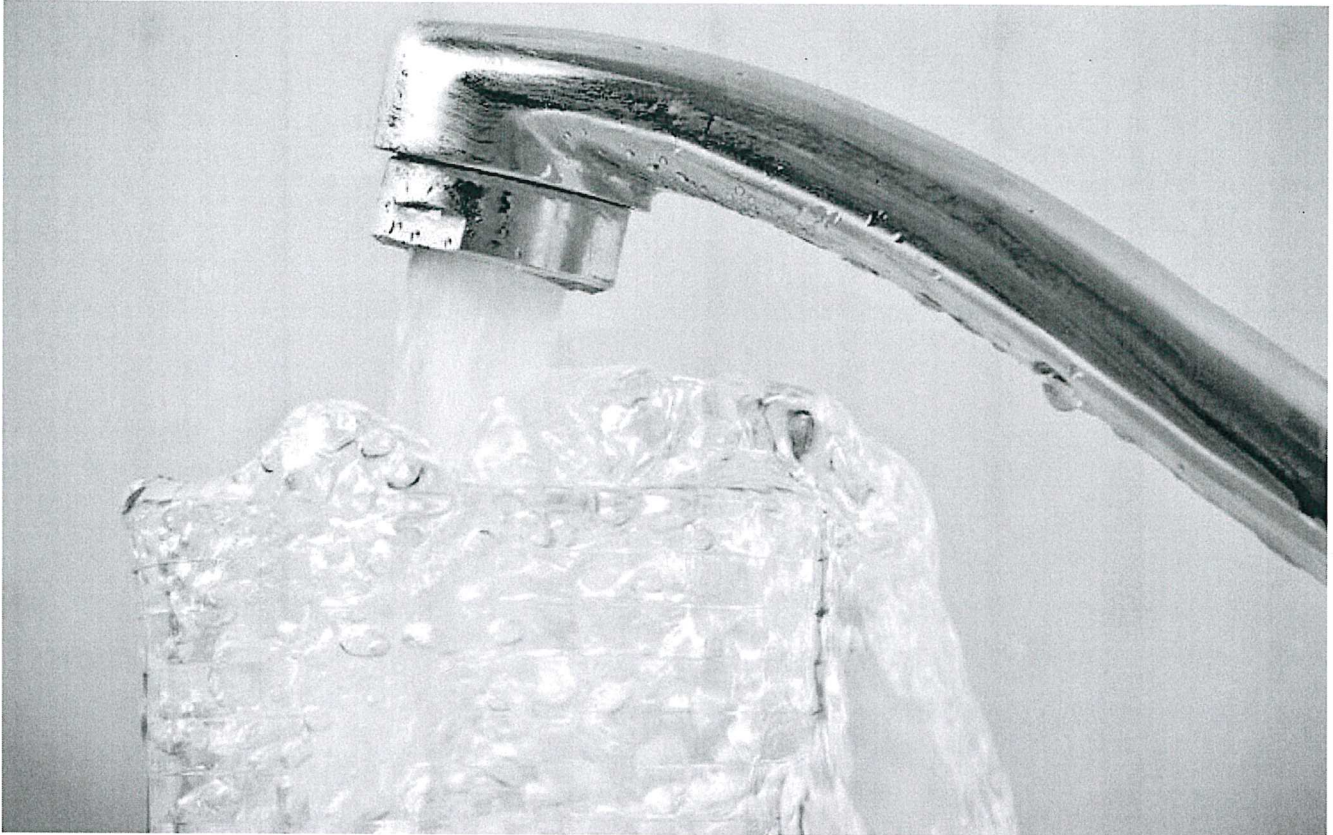


Photo by AdamG1975/iStock

In a Drying West, Cities Turn Sewage Into Drinking Water

San Diego is one of several cities to consider delivering purified wastewater to residents' taps

By [Chloe Williams \(/sierra/authors/chloe-williams\)](/sierra/authors/chloe-williams) | Nov 15 2021

For the past decade, water officials in San Diego have been testing technology that would provide the city with a new source of drinking water. In a pilot facility loaded with tubes and tanks, a five-step process filters and disinfects wastewater, turning it into potable water cleaner than what comes out of most people's faucets.

The purified water is crystal clear and tasteless, says Amy Dorman, deputy director of San Diego's Public Utilities Department. "I think even water from my tap has a

taste, but this stuff doesn't." When Dorman started working on the project in 2010, the idea of turning wastewater into drinking water felt like a far-flung concept. But now, it's on the verge of becoming a reality. Across the street from the pilot facility, construction crews are building a full-scale facility that will produce 30 million gallons of purified water per day by 2025.

"It's just been really awesome to see something like this come to fruition," Dorman says.

San Diego imports roughly 85 percent of its water from the Colorado River and Northern California—sources that are becoming increasingly unreliable and expensive as the West withers under a historic drought (<https://www.sierraclub.org/sierra/great-western-drought-explained>). The city's wastewater-to-drinking-water initiative, dubbed Pure Water San Diego (<https://www.sandiego.gov/public-utilities/sustainability/pure-water-sd>), aims to produce 83 million gallons of potable water per day by 2035, providing nearly half of the city's water and reducing reliance on imported sources.

The program's first phase will use a process known as "indirect potable reuse," in which treated effluent is stored in an environmental buffer, such as an aquifer or a reservoir. The buffer serves as an additional protective barrier, allowing the purified wastewater to mix with surface or groundwater and providing time for authorities to respond if treatment processes fail. In San Diego, treated effluent will be stored in the Miramar reservoir before being treated again and sent to residents' taps.

Indirect reuse is not new—the practice has been supplying drinking water in areas such as Los Angeles County and Orange County for decades. As the Pure Water program scales up, however, officials may employ a more unusual approach, known as "direct potable reuse," or DPR. Instead of sending treated effluent to an environmental buffer, DPR systems inject purified wastewater directly into drinking water systems. In California, sending recycled water to a reservoir that doesn't provide adequate mixing or time to respond to treatment failures also qualifies as DPR. This latter setup is one that San Diego is contemplating using in the second phase of the Pure Water program. If officials decide to pursue this option, the city will be among the first to use DPR at such a large scale, says Caroline Scruggs, associate professor of natural resources and environmental planning at the University of New Mexico, who studies DPR.

"The water will be better than any bottled water out there."

San Diego is not alone in its pursuit of unconventional sources of drinking water. Facing the double challenge of a megadrought and population growth, many jurisdictions in the West are developing systems to salvage water from their sewage. “It’s definitely a growing phenomenon, especially in areas that are water stressed,” says David Feldman, director of Water UCI, an interdisciplinary water research center at the University of California, Irvine. DPR projects are underway in Los Angeles, El Paso, and Phoenix, and several states are developing regulations to govern DPR systems. Federal backing is also in the works. In June, legislators in the House of Representatives introduced a bill (<https://grist.org/science/a-massive-water-recycling-proposal-could-help-ease-drought/>) that would put \$750 million in funding toward water recycling in Western states. Although potable reuse has been unpopular in the past, it is becoming an attractive option for communities facing the realities of climate change.

Wastewater recycling technologies were initially developed in the 1950s, but sending purified effluent directly into potable water systems is still rare. In fact, it has been called (<https://blogs.scientificamerican.com/observations/the-epa-says-we-need-to-reuse-wastewater/>) the “final frontier of water reuse.” A version of DPR is used aboard the International Space Station, where astronauts drink what used to be urine and sweat, and in Windhoek, Namibia—the capital of the driest country in sub-Saharan Africa—purified wastewater is piped into drinking water systems. In the United States, however, the bulk of recycled wastewater goes to nonpotable uses, such as watering crops or lawns. Only a few communities in the Southwest have used DPR to augment dwindling water supplies.

Both indirect and direct potable reuse can be safe. According to a 2012 report (<https://www.nap.edu/resource/13303/Water-Reuse-Report-Brief-Final.pdf>) by the National Academy of Sciences, the risk of exposure to contaminants is no higher—and may even be orders of magnitude lower—with indirect potable reuse than with conventional water treatment systems. Even in DPR systems, purified wastewater that comes out of a recycling facility is exceptionally clean. “The water will be better than any bottled water out there,” Scruggs says. In the few places DPR is used, it has an encouraging track record. The facility in Namibia has been operating since 1968 and shows no signs of negative health effects.

Barriers to implementing potable reuse are often more psychological than technological. “It’s an option that generates public concern,” Feldman says. The notion of drinking treated sewage triggers a deep-seated aversion to feces and contagion. In San Diego, potable reuse has been met with opposition in the past. When city officials tried to introduce an indirect reuse project in the 1990s, opponents gave it the unflattering nickname “toilet-to-tap.” The issue also became

politically charged during a local election campaign. In 1999, the city council voted to halt the project.

Since then, officials have taken numerous steps to make potable reuse more palatable. When San Diego started looking for ways to diversify its water portfolio again in the early 2000s, the city pulled in outside experts and a citizen stakeholder group to help guide the process. Officials also launched a public outreach and education campaign in 2010. Part of the campaign includes running tours of the Pure Water pilot facility, where residents can see the system in action. As a “grand finale,” visitors are offered a taste of the purified water, Dorman says. Since 2011, roughly 20,000 people have visited the plant.

“It’s such a valuable resource, and we’re just it throwing away.”

The city’s efforts have paid off. Between 2005 to 2019, the percentage of residents who favored the idea of using treated effluent to supplement drinking water rose from 28 to 79 percent, according to (https://www.sdcwa.org/wp-content/uploads/2020/11/2009_SurveyReport.pdf) surveys (<https://www.sdcwa.org/wp-content/uploads/2020/11/SDCWA-Water-Issues-Survey-2019-Report-v3R.pdf>) prepared for the San Diego County Water Authority. Residents also now have a better understanding of how the climate crisis is affecting their water supply, according to Todd Gloria, San Diego’s mayor. “They’re recognizing this commodity is getting scarce,” he says. “They see it in their bills every month.” In addition, officials have pointed out that San Diego is downstream of several other jurisdictions that discharge effluent into the Colorado River. People are already drinking recycled water in an indirect way, Gloria says.

San Diego may offer a glimpse of many cities’ water futures, according to Feldman. Although indirect reuse is more popular than direct reuse, more and more areas are becoming water stressed, he says. Communities that don’t have access to a suitable environmental buffer may turn to DPR.

Potable reuse doesn’t replace water conservation, but it is a promising option for increasing supply. It’s less expensive and energy intensive (<https://watereuse.org/watereuse-research/the-opportunities-and-economics-of-direct-potable-reuse/>) than desalination, and although it’s still more costly than importing water, that may soon change. Since 2000, the cost of imported water has tripled in San Diego, according to Dorman. In the future, purified water will likely become the more cost-effective alternative, she says.

Nonetheless, potable reuse is expensive. San Diego's Pure Water program has been estimated to cost between \$4 billion and \$5 billion (<https://www.sandiegouniontribune.com/news/politics/story/2021-08-20/san-diego-officially-launching-pure-water-largest-infrastructure-project-in-city-history>). Operating and maintenance costs for water recycling facilities are also high, especially in small communities that don't benefit from economies of scale, says Scruggs. These costs can be prohibitive.

Potable reuse likely won't be the answer to every community's water stress. But for coastal cities like San Diego, using water once and dumping it in the ocean is a lost opportunity, Scruggs says. "It's such a valuable resource, and we're just it throwing away." She hopes other cities find ways to make the most out of every drop.

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Chloe Williams is a freelance science journalist and editor based in Edmonton, Canada.

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Potential deal for Marin to buy water

BILLIONS OF GALLONS

Bridge pipeline would carry supply from Yuba

By Will Houston

whouston@marinij.com

The Yuba County Water Agency might sell billions of gallons of water to Marin County through a proposed pipeline across the Richmond-San Rafael Bridge.

Under the proposed agreement, the agency would be able to sell Marin and the East Bay Municipal Utility District at least 10,000 acrefeet of water from its New Bullards Bar Reservoir at an estimated cost of more than \$10 million.

Both the Marin and East Bay water districts want the water to alleviate supply shortages that could continue into next year in the event of another dry winter.

The Marin Municipal Water District's seven reservoirs, which make up 75% of its supply, are normally 66% full this time of year but are currently about 58% full. The Yuba water would be pumped directly into Marin's distribution system, allowing it to stretch out its reservoir supplies.

The 10,000 acre-feet of water that could be provided by Yuba represents about 13% of the Marin

Municipal Water District's storage capacity and about 35% of the district's total water demand in 2020.

After projecting earlier this year that its main reservoirs, which serve 191,000 residents, could be depleted in mid-2022, the Marin Municipal Water District has been planning to construct an 8-mile, \$100 million water pipeline across the Richmond-San Rafael Bridge. District staff have been negotiating with various Sacramento Valley water agencies for the past several months to secure water that would be transported more than

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Water

FROM PAGE 1

100 miles into Marin.

The Yuba Water Agency will likely be the only seller to Marin for the time being, according to district staff.

"It's very exciting to be able to get to this point where we're close to securing water," said Paul Sellier, operations director for the Marin Municipal Water District. "I think as we get into next year, there could be additional parties that will be able to contribute to the water transfer market."

River. Once it has passed through the Yuba River and reaches the Sacramento-San Joaquin River Delta, the water can be sold to other water districts with the revenues going back to the Yuba Water Agency to be used on its own projects.

"It's a win-win for everybody," Cordell said.

The Yuba water purchases are not expected to be impacted by the state's unprecedented decision on Wednesday to allocate no water from its water storage and distribution system known as the State Water Project.

There are still other steps that must be completed before the water can start flowing into Marin. Most important is for the Marin Municipal Water District to

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Based in Marysville, the Yuba Water Agency is a wholesaler that sells water to eight agricultural water districts in the Central Valley. The agency’s board is expected to vote on Tuesday whether to authorize the water transfer to Marin and the East Bay.

A committee of three board members voted on Wednesday to recommend the board approve the transfers, according to spokesperson DeDe Cordell.

The Contra Costa Water District would essentially act as a middleman, purchasing the water on behalf of the two agencies, storing water in its reservoirs and distributing the water through its network. The Marin and East Bay districts would be required to reimburse all costs incurred by Contra Costa.

The Contra Costa Water District estimates that purchasing and transporting the water will cost about \$798 per acrefoot, which would come to nearly \$8 million for 10,000 acre-feet of water. The district would charge an additional \$53 per acrefoot of purchased water stored in its Los Vaqueros Reservoir each year.

While the agreement has not been finalized, the Contra Costa district’s board voted last month to agree to purchase as much as \$11 million of water on behalf of the two agencies. The agreement would expire in June 2024.

“We’re just happy to be able to support other areas that are in need in a way that is a win for everyone,” district spokeswoman Jennifer Allen said.

The water that would be purchased by Marin would be released from the Yuba Water Agency’s reservoir regardless of whether it was bought.

A 2008 agreement known as the Yuba Accord settled decades of water allocation disputes by seeking to balance the needs of wildlife, farmers and agencies looking to purchase water. The water that would go to Marin and the East Bay would already be released to benefit steelhead and salmon on the Yuba

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decide whether to build the Richmond- San Rafael Bridge pipeline. That decision is expected to be made in January or February when the district has a clearer picture of where its reservoir supplies stand.

The district has already authorized spending tens of millions of dollars to plan and begin purchasing construction supplies for the project. The project would be paid for using bonds.

Additionally, the Yuba Water Agency will need to receive approval from the State Water Resources Control Board to transfer water through Contra Costa’s distribution system, Cordell said.

Marin also needs to finalize an agreement with East Bay Municipal Utility District, which would determine factors such as who would have first rights to the purchased water and how the water will be used. The East Bay district will also be using its water distribution system to get the water to the pipeline and into Marin.

That agreement is expected to go before the East Bay district’s board on Dec. 14 for an initial discussion and a final decision in January should the pipeline project move forward, according to district spokeswoman Andrea Pook.

For the Marin Municipal Water District, the agreement is not expected to come back before its board of directors until January, Sellier said.

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Suit fights bridge water pipeline

DROUGHT PROPOSAL

Environmental group says plan hurts fish, spurs development

By Will Houston

whouston@marinij.com

A Marin environmental group is suing to block a proposed water pipeline on the Richmond-San Rafael Bridge, citing the potential harm to endangered fish.

The plaintiffs also allege the Marin Municipal Water District project could open the door to tens of thousands of new homes being developed in the county.

The Fairfax-based North Coast Rivers Alliance filed the lawsuit on Thursday in Marin County Superior Court. “The question is, where are you going to get the water from? We’re saying, don’t take it from the delta,” said Frank Egger, the organization’s director. “Do you sacrifice salmon for consumptive uses in Marin County?”

The court filing asks a judge to halt the pipeline project until the water district conducts a full environmental review. The district says the project is exempt from a full review because it is an emergency drought project.

The litigation also highlights a debate that has played out in Marin County for decades: whether more water will contribute to growth, a prospect that has often led residents to resist to new water supply projects.

Egger said Friday that he is concerned about the “massive urbanization of Marin County” under state housing mandates. High housing prices and studies showing the state has not built enough housing in recent years have resulted in state pressure on local officials to allow more housing.

Under a state directive, Marin County is required to accommo-

PIPELINE » PAGE4

Pipeline

FROM PAGE 1

date about 14,000 new homes from 2023 to 2031.

In Egger’s court filing, he said the pipeline could supply enough water to support the development of 15,000 to 30,000 new homes. Egger has also called on the district to adopt a temporary moratorium on new water meter hookups.

Egger says housing is not the issue in his lawsuit and was included in his filing as “just a statement of fact” previously provided by the district.

“That’s up to the county and cities and towns and the water district to figure out how they’re going to come up with sufficient water for future development,” Egger said. “That’s not our issue here.”

Cynthia Koehler, president of the Marin Municipal Water District board, said she is confident of the district's compliance with state environmental laws.

"I'd say there's no real question about there being a drought emergency," she said.

"The governor has declared one for virtually the entire state. The county has declared a drought emergency in all of Marin, and the district issued its own statement of emergency last spring. So there seems to be a pretty strong level of consensus about there being an emergency."

The district is considering building a \$100 million permanent pipeline to pump in Central Valley water. The project was proposed after the district faced the possibility of depleting reservoir supplies that serve 191,000 residents in central and southern Marin.

After two dry winters in a row, the district projected its seven reservoirs, which make up 75% of its supply, could be dry as soon as July in the event of another dry winter. Reservoirs are now expected to last through 2022 because of recent storms. However, supplies are still below average for this time of year, with reservoirs 58% full when they should be 67% full.

The district is in negotiations to purchase billions of gallons of water from Yuba County to be transported nearly 100 miles before being pumped into Marin using the pipeline.

The district is looking to buy at least 10,000 acre-feet of water from the Yuba Water Agency. This represents about 13% of the district's storage capacity and about 35% of its total water demand in 2020.

Egger said the Yuba County water would be better used to support endangered and threatened fish in the Sacramento-San Joaquin River Delta such as Chinook salmon and steelhead that are already being impacted by excessive water diversions.

"How far does Marin have to reach to find more water?" Egger said. "Where does it end? Do we go to Lake Tahoe next? Where does it stop?"

Koehler said neither the pipeline nor the water transfers from Yuba have been approved by the board. Those decisions are likely to be considered in early 2022.

The water that would be purchased from Yuba would not be adding a new demand on the delta system either, Koehler said, but would be water that is already dedicated for consumption. Any water purchased would also need to be vetted by the State Water Resources Control Board, Koehler said.

"From where I sit, I don't see any possibility of the district taking water that would harm the delta and contribute to the degradation of those species," Koehler said. "It couldn't happen legally and it isn't something we have an intention of doing."

As for housing, Koehler said the district is not in charge of housing mandates. The board has indicated it would only use the pipeline water for indoor uses to support health and safety needs, which wouldn't preclude housing development. Koehler has proposed requiring new developments to have a net-zero demand on local water supplies, meaning developers would have to either contribute funding to expanding conservation programs or include water-saving additions such as no-water landscaping.

"For indoor use, people really don't need that much water to be good," Koehler said.

Another concern Egger raised was that Marin could use the pipeline to pump its own water supplies, including water it receives from the Russian River and Eel River watersheds, to the East Bay and the larger State Water Project.

The district has not proposed using the pipeline for this purpose, but Egger said future boards might think differently.

Koehler said there has “unequivocally” been no interest by the board to pump water out of Marin.

The idea of using the pipeline to pump water in and out of Marin was among the drought response strategies mentioned in a 2017 regional water reliability plan by Bay Area water districts, Egger said. The report noted that while this is possible, the pipeline would most likely be used to pump water into Marin because the water district’s supplies are “more vulnerable.”

This is not the first time Egger has challenged one of the district’s water supply projects. In 2009, the North Coast Rivers Alliance was among a group of litigants that challenged a proposed desalination plant on San Francisco Bay. An appellate court eventually ruled in favor of the district, but the project was ultimately shelved by the district board in 2010.



A Marin environmental group is suing to block a proposed water pipeline on the Richmond-San Rafael Bridge.

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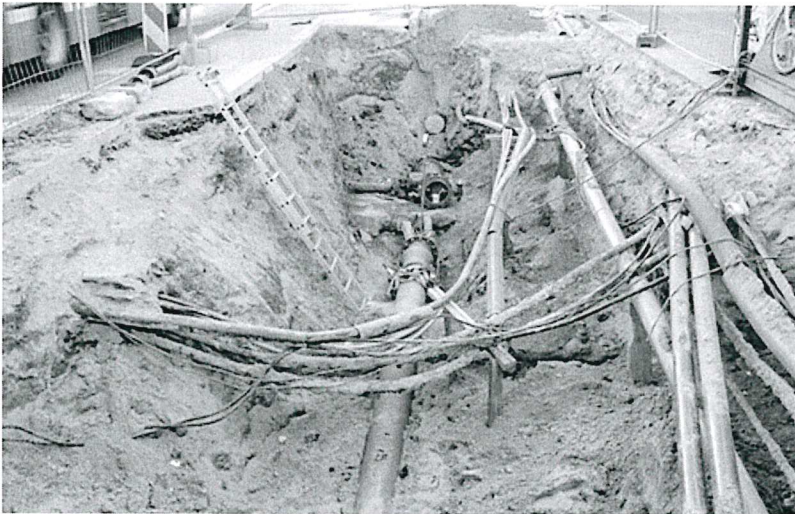


California Eminent Domain Report

Water Utility Avoids Inverse Condemnation Liability

By Willis Hon, Jillian Friess Leivas on 12.07.2021

POSTED IN COURT DECISIONS, INVERSE CONDEMNATION & REGULATORY TAKINGS



Generally, if utilities with the right of eminent domain cause damage to private property during the operation of their facilities, they may face inverse condemnation liability. However, where the facility in question is not operating for the “public use” and instead was installed pursuant to a private contract, inverse condemnation may be inapplicable.

In the recent unpublished case of *Foley Investments, LP v. Alisal Water Company dba Alco Water Service*, Case No. D079045 (2021), the Court of Appeal for the Fourth Appellate District concluded that damage from water leaks did not amount to inverse condemnation liability because the water line at issue did not serve the “public use” and was installed only due to a private contract.

Background

When a water main underneath an apartment complex burst and caused damage to the complex, the property owner sued Alco Water Service (“Alco”) for inverse condemnation and tort claims. This case provides a nice application of the Fire Protection Immunity under Public Utilities Code section 774, but this blog will focus on the inverse condemnation claims.

Alco’s general water service practice involves running water mains under city streets and property owners are responsible for the service lines that connect at the property boundaries and run into the property. However, in this case, conditions of development for the apartment complex required internal fire hydrants, which necessitated the installation of a water main through the property. Alco and the property owner entered into a private contract where Alco would install the water main and the property owner granted the easements for such installation. This water main served the fire hydrants and additional service laterals that provided water to the residents of the apartment building. Alco only billed the property owner for the water service, not the individual tenants.

Trial Court

The trial court determined the water main did not serve a public purpose because (1) the main was installed pursuant to a private contract, (2) the evidence showed that while the water main had a valve, the water main was never intended to be a part of the overall water distribution system, and (3) the water main only served the apartment complex and was not designed to deliver water to a greater area.

Appeal

The Court of Appeal affirmed the finding of no inverse condemnation liability. First, the water main was installed pursuant to a private contract and Alco did not use its eminent domain authority. Second, this water line was intended to serve an individual need – meeting the flow requirements for the fire hydrants that only served this one property – and it did not provide service to the public at large. Further, while approximately 400 people lived at the property, that was only 81 units and there was actually only one water customer, the property owner. Finally, as this was an installation under private contract, the risk-spreading policy considerations underlying inverse condemnation were inapplicable. Therefore, the court concluded the water main served a private use and inverse condemnation liability was inapplicable.

Conclusion

This case serves as a reminder that inverse condemnation liability stems from damage caused in the course of providing a public use. Where the utility's facility is installed specifically for a private purpose, inverse condemnation liability may not attach.

[Disclaimer: Nossaman LLP represents Alco in a related California Public Utilities Commission proceeding pertaining to this matter.]



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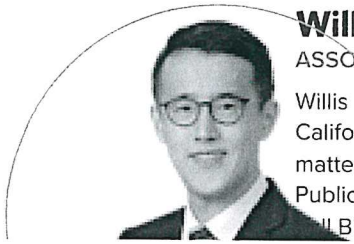


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