



101 Lucas Valley Road, Suite 300
 San Rafael, CA 94903
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 www.LGVSD.org

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

DISTRICT BOARD
 Megan Clark
 Ronald Ford
 Craig K. Murray
 Gary E. Robards
 Crystal J. Yezman

The Mission of the Las Gallinas Valley Sanitary District is to protect public health and our environment, providing effective wastewater collection, treatment, and resource recovery.

BOARD MEETING AGENDA

September 7, 2023

MATERIALS RELATED TO ITEMS ON THIS AGENDA ARE AVAILABLE FOR PUBLIC INSPECTION DURING NORMAL BUSINESS HOURS AT THE DISTRICT OFFICE, 101 LUCAS VALLEY ROAD, SUITE 300, SAN RAFAEL, OR ON THE DISTRICT

WEBSITE WWW.LGVSD.ORG

Estimated Time

4:30 PM CLOSED SESSION:

4:35 PM A. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION – Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code § 54956.9: One case.

OPEN SESSION:

4:55 PM 1. PUBLIC COMMENT

This portion of the meeting is reserved for people 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.

5:00 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 August 17, 2023
- B. Approve the Warrant List for September 7, 2023
- C. Approve Award of Contract for Primary Clarifier #1 Rehabilitation Project
- D. Approve Award of Contract for On-Call Contract for Construction Projects (2023-2025)
- E. Approve Application of Allocation of Capacity for APN 179-041-27 350 Merrydale Road
- F. Approve Resolution 2023-2317 Project Approval and Notice of Exemption Solar Photovoltaic System Upgrades

Possible expenditure of funds: Yes, Item B through D.

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

- 5:10 PM** **3. INFORMATION ITEMS:**
STAFF/CONSULTANT REPORTS:
1. General Manager’s Report – verbal
 2. Collections Department Report – written
 3. Operations Department Report – written
 4. Engineering Department Report – written
 5. Administration Department Report – written
 6. Quarterly Treasurer’s & Financial Reports as of June 30, 2023 – written
 7. Report on Point Blue Conservation Science’s STRAW Program 2022-2023 – written
- 6:10 PM** **4. REQUEST FOR DONATION FROM POINT BLUE CONSERVATION SCIENCE FOR THE STUDENTS AND TEACHERS RESTORING A WATERSHED (STRAW) PROGRAM**
Board to review the Request for Donation from Point Blue Conservation Science for the Students and Teachers Restoring a Watershed (STRAW) program.
- 6:30 PM** **5. MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE LAS GALLINAS VALLEY SANITARY DISTRICT (LGVSD) AND THE OPERATING ENGINEERS LOCAL THREE (OE3)**
Board to review and approve the MOU between LGVSD and OE3.
- 6:35 PM** **6. EMPLOYMENT AGREEMENTS FOR MANAGEMENT AND UNREPRESENTED EMPLOYEE**
Board to review and approve the Employment Agreements for Management and Unrepresented Employee.
- 6:40 PM** **7. RESOLUTION 2023-2316 ADOPTING THE SALARY PAY SCALES EFFECTIVE JULY 1, 2023**
Board to review and approve Resolution 2023-2316 adopting the Salary Pay Scales effective July 1, 2023.
- 6:45 PM** **8. LAS GALLINAS VALLEY SANITARY DISTRICT RESPONSE TO THE GRAND JURY REPORT**
Board and staff to review Las Gallinas Valley Sanitary District’s response to the Marin County Civil Grand Jury report “Build More ADUs – An RX to Increase Marin’s Housing Supply”
- 6:55 PM** **9. BOARD MEMBER REPORTS:**
1. CLARK
 - a. NBWA Board Committee, 2023 Operations Control Center Ad Hoc Committee, Other Reports

2. FORD

- a. NBWRA, 2023 Operations Control Center Ad Hoc Committee, 2023 McInnis Marsh Ad Hoc Committee, 2023 Fleet Management Ad Hoc Committee, 2023 GM Evaluation Ad Hoc Committee, 2023 San Francisco Bay Trail Ad Hoc Committee, Other Reports

3. MURRAY

- a. Marin LAFCO, 2023 Biosolids Ad Hoc Committee, CASA Energy Committee, 2023 Development Ad Hoc Committee, 2023 San Francisco Bay Trail Ad Hoc Committee, Other Reports

4. ROBARDS

- a. Gallinas Watershed Council/Miller Creek, 2023 Engineering Ad Hoc Committee re: STPURWE, 2023 McInnis Marsh Ad Hoc Committee, 2023 Development Ad Hoc Committee, 2023 GM Evaluation Ad Hoc Committee, Other Reports

5. YEZMAN

- a. Flood Zone 7, CSRMA, 2023 Ad Hoc Engineering Committee re: STPURWE, Marin Special Districts, 2023 Biosolids Ad Hoc Committee, Other Reports

7:05 PM

10. BOARD REQUESTS:

- A. Board Meeting Attendance Requests – Verbal
- B. Board Agenda Item Requests – Verbal

7:10 PM

11. VARIOUS INDUSTRY RELATED ARTICLES

7:15 PM


12. ADJOURNMENT

FUTURE BOARD MEETING DATES: SEPTEMBER 21 AND OCTOBER 5, 2023

AGENDA APPROVED:	Megan Clark, President	Patrick Richardson, Legal Counsel
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CERTIFICATION: I, Teresa Lerch, Board Secretary of the Las Gallinas Valley Sanitary District, hereby declare under penalty of perjury that on or before September 4, 2023 4:30 p.m., I posted the Agenda for the Board Meeting of said Board to be held on September 7, 2023, at the District Office, located at 101 Lucas Valley Road, Suite 300, San Rafael, CA.

DATED: August 30, 2023



 Teresa L. Lerch
 Board 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 sessions. 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 A

9/7/2023

CLOSED SESSION

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

AGENDA ITEM 1

9/7/2023

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 September 7, 2023

MEETING MINUTES OF AUGUST 17, 2023

THE BOARD OF DIRECTORS AND STAFF OF THE LAS GALLINAS VALLEY SANITARY DISTRICT MET IN OPEN SESSION ON AUGUST 17, 2023 AT 4:32 PM AT THE DISTRICT OFFICE, 101 LUCAS VALLEY ROAD, SUITE 300 CONFERENCE ROOM, SAN RAFAEL, CA. 94903

BOARD MEMBERS PRESENT: Megan Clark (arrived at 4:35 pm), Ron Ford, Craig Murray, and Crystal Yezman.

BOARD MEMBERS ABSENT: Gary Robards

STAFF PRESENT: Curtis Paxton, General Manager; Teresa Lerch, Board Secretary; Dale McDonald, District Treasurer.

OTHERS PRESENT: Patrick Richardson, District Counsel; Gregory Ramirez, IEDA.

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

PUBLIC COMMENT: None.

CLOSED SESSION:

ACTION:

THE BOARD OF DIRECTORS OF THE LAS GALLINAS VALLEY SANITARY DISTRICT ADJOURNED TO CLOSED SESSION ON AUGUST 17, 2023, AT 4:33 PM AT THE DISTRICT OFFICE, 101 LUCAS VALLEY ROAD, SUITE 300, CONFERENCE ROOM, SAN RAFAEL, CALIFORNIA.

Lerch left the meeting at 4:33 pm.

CONFERENCE WITH LABOR NEGOTIATOR – Agency designated representative: Gregory Ramirez, IEDA; Employee organization: IUOE Local 3: pursuant to Government Code Section 54957.6

CONFERENCE WITH LABOR NEGOTIATOR – Agency designated representative: Curtis Paxton, General Manager; Unrepresented Employees: Administrative/Financial Specialist, Administrative Services Manager, Collections/Maintenance/Safety Manager, District Engineer, Plant Manager; pursuant to Government Code Section 54957.6

ADJOURNMENT:

ACTION:

The Board of Directors of the Las Gallinas Valley Sanitary District reconvened the Regular Session on August 17, 2023 at 5:12 pm.

BOARD MEMBERS PRESENT: Megan Clark, Ron Ford, Craig Murray, Crystal Yezman.

STAFF PRESENT: Curtis Paxton, General Manager, Teresa Lerch, Board Secretary; Dale McDonald, District Treasurer; Mike Cortez, District Engineer;

OTHERS PRESENT:

Patrick Richardson, District Counsel; Justin Wilcock, Jason Raleigh and Patti Garbarino from Marin Sanitary Service; Tim Holmes, Kenwood Energy.

PUBLIC COMMENT:

None.

REPORT ON CLOSED SESSION:

President Clark reported that the District has approved the Total Tentative Agreement with Operating Engineers Local Union No. 3 (OE3).

1. 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 July 20, 2023
- B. Approve the Warrant List for August 3 and August 17, 2023
- C. Approve Board Compensation for July 2023
- D. Approve Clark request to attend two AWWA Webinars Move the Dial on Your Utility DEI Program August 9 and August 16, 2023
- E. Approve Murray request to attend ESSI Webinar on Renewable Energy Efficiency July 18, 2023
- F. Approve Murray request to attend CSDA Annual Conference August 28-31, 2023
- G. Approve Yezman request to attend CWEA Webinar on Activated Sludge July 19, 2023
- H. Approve Award of Contract Biosolids Land Application Services
- I. Approve Award of Contract Digester MCC-2 Upgrade
- J. Approve Kennedy Jenks Contract Amendment 2 for additional construction management services
- K. Approve Application of Allocation of Capacity for APN 175-360-04 Pet Emergency & Specialty Center of Marin
- L. Approve Application of Allocation of Capacity for APN 179-241-03 44 Circle Road Single Family Residence
- M. Approve Resolution 2023-2315 confirming the Report on Sewer Charges

Items B, H and I were pulled for discussion.

ACTION:

Board approved (M/S Ford/Yezman (4-0-1-0) the Consent Calendar items A through M.

AYES: Clark, Ford, Murray and Yezman

NOES: None.

ABSENT: Robards.

ABSTAIN: None.

2. INFORMATION ITEMS:

STAFF / CONSULTANT REPORTS:

- 1. Marin Sanitary Service Update and 2022 Annual Report – Justin Wilcock, Jason Raleigh and Patti Garbarino presented the Marin Sanitary Service (MSS) 2022 report and provided an update on the future of MSS to the Board. Discussion ensued.
- 2. General Manager’s Report – Paxton reported.

3. BATTERY ENERGY STORAGE SYSTEM PROJECT

Tim Holmes from Kenwood Energy presented the Battery Energy Storage System Project (BESS) project to the Board. The Board discussed paying a deposit to PG&E in the amount of \$85,000. for the Self Generation Incentive Program (SGIP) application and requesting staff obtain pricing for BESS from ForeFront Power for

future Board consideration.

ACTION:

Board approved (M/S Yezman/Ford (4-0-1-0) District staff to proceed with the proposed Battery Energy Storage System (BESS) project, to pay a non-refundable initial deposit of \$85,000 to PG&E for the Self Generation Incentive Program (SGIP) application, for staff to obtain firm pricing for BESS from ForeFront Power and report back to the Board with an updated cost and cash flow analysis for Board consideration on implementation of BESS as a future project.

AYES: Clark, Ford, Murray and Yezman

NOES: None.

ABSENT: Robards.

ABSTAIN: None.

4. BOARD REPORTS

1. CLARK
 - a. NBWA Board Committee – no report
 - b. 2023 Operations Control Center Ad Hoc Committee – no report
 - c. Other Reports– verbal report – AWWA Move the Dial on your Utility DEI webinar.

2. FORD
 - a. NBWRA – no report
 - b. 2023 Operations Control Center Ad Hoc Committee – no report
 - c. 2023 GM Evaluation Ad Hoc Committee – verbal report
 - d. 2023 McInnis Marsh Ad Hoc Committee – no report
 - e. 2023 Fleet Management Ad Hoc Committee – no report
 - f. 2023 SF Bay Trail Ad Hoc Committee – no report
 - g. Other Reports – none

3. MURRAY
 - a. Marin LAFCO – no report
 - b. CASA Energy Committee –no report
 - c. 2023 Biosolids Ad Hoc Committee – no report
 - d. 2023 Development Ad Hoc Committee – verbal report
 - e. 2023 SF Bay Trail Ad Hoc Committee – no report
 - f. Other Reports – none

4. ROBARDS - absent
 - a. Gallinas Watershed Council/Miller Creek – no report
 - b. 2023 STPURWE Engineering Ad Hoc Committee – no report
 - c. 2023 McInnis Marsh Ad Hoc Committee – no report
 - d. 2023 Development Ad Hoc Committee – no report
 - e. 2023 GM Evaluation Ad Hoc Committee –no report
 - f. Other Reports – none

5. YEZMAN
 - a. Flood Zone 7– verbal report
 - b. CSRMA – no report
 - c. Marin Special District Association – no report
 - d. 2023 STPURWE Engineering Ad Hoc Committee – no report.
 - e. 2023 Biosolids Ad Hoc Committee – no report
 - f. Other Reports– None.

4. BOARD REQUESTS:

- A. Board Meeting Attendance Requests Clark requested to attend the November 5-7 WaterReuse Calif Conference. Yezman requested to attend the November 5-7 WaterReuse Conference and the Waterboard Workshop on September 7.
- B. Board Agenda Item Requests –Yezman requested an LGVSD Bio-solids ad hoc Committee meeting.

5. MISCELLANEOUS DISTRICT CORRESPONDENCE

Discussion ensued.

6. ADJOURNMENT:

ACTION:

The board approved (M/S Yezman/Clark 4-0-1-0) the adjournment of the meeting at 8:00 PM in recognition of the August 8th Lahaina wildfire devastation.

AYES: Clark, Ford, Murray and Yezman.

NOES: None.

ABSENT: Robards.

ABSTAIN: None.

The next Board Meeting is scheduled for September 7, 2023 at 4:30 pm at the District office.

ATTEST:

Teresa Lerch, Board Secretary

APPROVED:

Craig K. Murray, Vice-President

Report Criteria:

- Detail report.
- Invoices with totals above \$0.00 included.
- Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Alliant Insurance Services, Inc.								
170	Alliant Insurance Services, Inc.	3844	Deductible Recovery	08/22/2023	248.40	.00		
Total Alliant Insurance Services, Inc.:					248.40	.00		
Aqua Engineering, Inc								
240	Aqua Engineering, Inc	26013	STPURWE - Amendment 9 - Addit	08/23/2023	3,938.75	.00		
Total Aqua Engineering, Inc.:					3,938.75	.00		
ArcSine Engineering								
255	ArcSine Engineering	15389	SCADA On-call support for Pump	08/21/2023	3,012.12	.00		
255	ArcSine Engineering	15389	SCADA On-call support for Pump	08/21/2023	3,012.12	.00		
255	ArcSine Engineering	15389	SCADA On-call support for Pump	08/21/2023	3,012.12	.00		
Total ArcSine Engineering:					9,036.36	.00		
AT&T								
2935	AT&T	20416471	Phone Lines at Pump Station	08/20/2023	308.16	.00		
270	AT&T	8/7-9/6	Phone lines @ pump stations	08/15/2023	685.13	.00		
Total AT&T:					993.29	.00		
Bank of Marin Cardmember Services								
300	Bank of Marin Cardmember Servi	CC 8-5-23 Aug	Fuel for District Vehicle - CURTIS	08/01/2023	15.50	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 Aug	Lauryl Tryptose Broth T. Coli - SA	08/01/2023	25.04	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 Aug	Lauryl Tryptose Broth T. Coli - SA	08/01/2023	156.36	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 Aug	Office Supplies - SAHAR GOLSH	08/01/2023	45.83	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 Aug	Airfare for CASA Conference - CU	08/01/2023	149.95	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 Aug	QTR Digester Analysis - SAHAR	08/01/2023	385.00	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 Aug	Lab Supplies - SAHAR GOLSHA	08/01/2023	299.45	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 Aug	Lunch Meeting - CURTIS D PAXT	08/01/2023	50.94	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 Aug	Fuel for District Vehicle - CURTIS	08/01/2023	19.95	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 Aug	ANTHONY J TAVERNA; CWE Me	08/01/2023	166.00	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 Aug	National Notary Membership - TE	08/01/2023	219.00	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 Aug	Security @ Plant Gate - AMY SC	08/01/2023	25.00	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 Aug	ACH Software - AMY SCHULTZ;	08/01/2023	39.95	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 Aug	Lead Pint Test Kit - ROBERT M LI	08/01/2023	19.61	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Water Service -AMY SCHULTZ;	07/07/2023	167.58	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Water Service - AMY SCHULTZ;	07/07/2023	74.07	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Business Internet Services - AMY	07/07/2023	575.39	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	KEVIN M LEWIS; Primary Sludge	07/07/2023	40.51	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	DI Water Tanks Exchange - SAHA	07/07/2023	788.24	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Online Meeting Software - AMY S	07/07/2023	134.99	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Food For Board Meeting - TERES	07/07/2023	178.95	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Office Supplies - PAM AMATORI;	07/07/2023	29.22	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	GREG PEASE; Power Driver	07/07/2023	21.22	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	KEVIN M LEWIS; Vaccum Pallett	07/07/2023	1,060.19	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Gloves - SAHAR GOLSHANI;	07/07/2023	125.57	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Tray/2000 Compartor - SAHAR G	07/07/2023	43.63	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Drill Bites - STEVEN INSKEEP;	07/07/2023	42.24	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Pest Control - AMY SCHULTZ;	07/07/2023	386.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Postage Machine Rental- AMY SC	07/07/2023	378.41	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Internet Host -AMY SCHULTZ;	07/07/2023	19.95	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Office Supplies - PAM AMATORI;	07/07/2023	51.37	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Turbidity STD, Cleaning Indicator	07/07/2023	194.67	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Wateruse Conference R. Ford - T	07/07/2023	575.00	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Office Supplies - PAM AMATORI;	07/07/2023	49.57	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Office Supplies - PAM AMATORI;	07/07/2023	12.01	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Lab Supplies - SAHAR GOLSHA	07/07/2023	104.83	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Car Wash for District Vehicle - CU	07/07/2023	40.00	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	GREG PEASE; Vehicle gas	07/07/2023	30.00	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Postage Supplies - PAM AMATOR	07/07/2023	181.31	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Office Supplies - SAHAR GOLSH	07/07/2023	98.76	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Carry on Fees - CURTIS D PAXT	07/07/2023	15.00	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Carry on Fees - CURTIS D PAXT	07/07/2023	15.00	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Airfare - CURTIS D PAXTON;	07/07/2023	207.96	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	KEVIN M LEWIS; Miscellaneous	07/07/2023	76.11	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	KEVIN M LEWIS; Anoxiebasin Blo	07/07/2023	173.30	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Fittings for wear Washer - DONAL	07/07/2023	52.57	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	T. Coli Brill. Grn Bile Brth - SAHA	07/07/2023	519.38	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Water Service -AMY SCHULTZ;	07/07/2023	119.48	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	GREG PEASE; Weather App	07/07/2023	4.99	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Recording docs at County - PAM	07/07/2023	32.50	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Office Supplies - PAM AMATORI;	07/07/2023	35.96	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Buffer Colored Yel PH 7 20 L - SA	07/07/2023	320.61	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Dropbox Computer Service -YI Y	07/07/2023	119.88	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	After Hours Answering Service - A	07/07/2023	45.19	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Office Supplies - PAM AMATORI;	07/07/2023	76.50	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	New Employee Screening - AMY	07/07/2023	55.00	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Shipping costs Turbidity Meter for	07/07/2023	63.39	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Caselle Conference - DALE MCD	07/07/2023	495.00	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Prime Membership Fee - PAM AM	07/07/2023	16.38	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Office Supplies - PAM AMATORI;	07/07/2023	223.90	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Office Supplies - PAM AMATORI;	07/07/2023	109.52	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	ANTHONY J ASARO JR; Ball Mo	07/07/2023	372.71	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Office Supplies - AMY SCHULTZ;	07/07/2023	189.95	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Water Service - AMY SCHULTZ;	07/07/2023	77.10	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Annual Calibration - SAHAR GOL	07/07/2023	434.93	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Office Supplies - SAHAR GOLSH	07/07/2023	65.45	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Food For Board Meeting - TERES	07/07/2023	177.58	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	R. Fernandes Membership - AMY	07/07/2023	98.00	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Caselle Conference - AMY SCHU	07/07/2023	495.00	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Annual Calibration - SAHAR GOL	07/07/2023	606.83	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	GREG PEASE; Vehicle Maintena	07/07/2023	192.00	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Lauryl Tryptose Broth T. Coli - SA	07/07/2023	50.11	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Lauryl Tryptose Broth T. Coli - SA	07/07/2023	515.09	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Desiccant Cartridge - SAHAR GO	07/07/2023	251.49	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Monthly Licenses - AMY SCHULT	07/07/2023	16.00	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	For QA/QC Check - SAHAR GOL	07/07/2023	189.81	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Monthly Licenses - AMY SCHULT	07/07/2023	2.00	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Airfare to Caselle Conference - D	07/07/2023	170.50	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Flag Pole Rope -ROBERT M LIEB	07/07/2023	40.75	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	WWTO Replacment Flaggs - ROB	07/07/2023	45.66	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Cal. Bear Flag and Clipr - ROBER	07/07/2023	55.06	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	GREG PEASE; P-Touch Tape - for	07/07/2023	34.94	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Office Supplies - SAHAR GOLSH	07/07/2023	11.51	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Airfare for Caselle Conference AM	07/07/2023	170.50	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Internet @ Pump Station - AMY S	07/07/2023	265.38	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Dropbox Computer Service - MI	07/07/2023	119.88	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Binding Pres. Covers - SAHAR G	07/07/2023	24.43	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	KEVIN M LEWIS; Study Book - O	07/07/2023	128.25	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Misc. Office Supplies - SAHAR G	07/07/2023	350.27	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Water Service -AMY SCHULTZ;	07/07/2023	105.86	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	Office Supplies - DALE MCDONA	07/07/2023	13.10	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	GREG PEASE; Grease Gun hold	07/07/2023	87.30	.00		
300	Bank of Marin Cardmember Servi	CC 8-5-23 July	GREG PEASE; LockNLube Grea	07/07/2023	87.55	.00		
Total Bank of Marin Cardmember Services:					15,243.87	.00		
Bellecci & Associates, Inc.								
355	Bellecci & Associates, Inc.	220089.00-000	On-Call Inspection Services for C	08/14/2023	1,848.00	.00		
Total Bellecci & Associates, Inc.:					1,848.00	.00		
CalPERS 457 Plan Deferred Comp								
555	CalPERS 457 Plan Deferred Co	8/25 PAYDATE	457 Deferred Comp Paydate 8/25	08/24/2023	8,191.84	.00		
Total CalPERS 457 Plan Deferred Comp:					8,191.84	.00		
CALPERS Health								
565	CALPERS Health	17256883	Health Premium- Sept	08/14/2023	9,002.58	.00		
565	CALPERS Health	17256883	Health Premium- Sept	08/14/2023	5,116.94	.00		
565	CALPERS Health	17256883	Health Premium- Sept	08/14/2023	9,320.14	.00		
565	CALPERS Health	17256883	Health Premium -Sept	08/14/2023	5,723.54	.00		
565	CALPERS Health	17256883	Health Premium- Sept	08/14/2023	2,113.86	.00		
565	CALPERS Health	17256883	Health Premium- Sept	08/14/2023	16,087.40	.00		
565	CALPERS Health	17256883	Retiree Health Premium	08/14/2023	1,510.00	.00		
565	CALPERS Health	17256883	Retiree Health Premium	08/14/2023	151.00	.00		
565	CALPERS Health	17256883	Retiree Health Premium	08/14/2023	1,359.00	.00		
565	CALPERS Health	17256883	Active Admin Fee	08/14/2023	151.57	.00		
565	CALPERS Health	17256883	Retiree Admin Fee	08/14/2023	40.90	.00		
Total CALPERS Health:					50,576.93	.00		
CALPERS Retirement								
575	CALPERS Retirement	8/25 PAYDATE	EE & ER Retirement- Paydate 8/2	08/24/2023	4,364.88	.00		
575	CALPERS Retirement	8/25 PAYDATE	EE & ER Retirement- Paydate 8/2	08/24/2023	3,762.02	.00		
575	CALPERS Retirement	8/25 PAYDATE	EE & ER Retirement- Paydate 8/2	08/24/2023	6,388.78	.00		
575	CALPERS Retirement	8/25 PAYDATE	EE & ER Retirement- Paydate 8/2	08/24/2023	3,172.17	.00		
575	CALPERS Retirement	8/25 PAYDATE	EE & ER Retirement- Paydate 8/2	08/24/2023	1,471.71	.00		
575	CALPERS Retirement	8/25 PAYDATE	EE & ER Retirement- Paydate 8/2	08/24/2023	8,585.35	.00		
Total CALPERS Retirement:					27,744.91	.00		
Caltest Analytical Laboratory								
580	Caltest Analytical Laboratory	710999	Outside Lab Testing	08/14/2023	2,302.80	.00		
Total Caltest Analytical Laboratory:					2,302.80	.00		
Caselle, Inc.								
620	Caselle, Inc.	113370	Integrated Financial Software-AS	08/14/2023	10,266.00	.00		
Total Caselle, Inc.:					10,266.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Clark, Megan								
700	Clark, Megan	822023	AWWA DEI Program	08/04/2023	50.00	.00		
Total Clark, Megan:					50.00	.00		
Comet Building Maintenance								
715	Comet Building Maintenance	169581	Janitorial Services- August	08/21/2023	1,620.00	.00		
715	Comet Building Maintenance	169581	Janitorial Supplies	08/21/2023	359.16	.00		
Total Comet Building Maintenance:					1,979.16	.00		
Custom Tractor Service								
850	Custom Tractor Service	1618	Wildlife Pond Maintenance- Appro	08/22/2023	400.00	.00		
Total Custom Tractor Service:					400.00	.00		
Diego Truck Repair, Inc.								
915	Diego Truck Repair, Inc.	67319	2017 Freightliner PM	08/14/2023	2,564.51	.00		
Total Diego Truck Repair, Inc.:					2,564.51	.00		
Direct Dental Administrators, LLC								
925	Direct Dental Administrators, LLC	D20230825-28	Dental Payment	08/21/2023	130.05	.00		
925	Direct Dental Administrators, LLC	D20230825-28	Dental Payment	08/21/2023	239.36	.00		
925	Direct Dental Administrators, LLC	D20230825-28	Dental Payment	08/21/2023	557.18	.00		
Total Direct Dental Administrators, LLC:					926.59	.00		
EOA, Inc.								
1050	EOA, Inc.	LG34-0723	Technical support for NPDES Per	08/23/2023	7,771.55	.00		
1050	EOA, Inc.	LG34-0723	Technical support for NPDES Per	08/23/2023	1,371.45	.00		
Total EOA, Inc.:					9,143.00	.00		
Exponent, Inc.								
1060	Exponent, Inc.	532555	STPURWE - task C- Biowheel Stu	08/14/2023	442.50	.00		
Total Exponent, Inc.:					442.50	.00		
Fastenal Company								
1080	Fastenal Company	CAPET66709	Bulk Stock	08/21/2023	335.18	.00		
Total Fastenal Company:					335.18	.00		
Frank A. Olsen Co.								
1140	Frank A. Olsen Co.	252001	Misc. Supplies	08/18/2023	2,864.69	.00		
Total Frank A. Olsen Co.:					2,864.69	.00		
Freyer & Laureta, Inc								
1150	Freyer & Laureta, Inc	23-439	Emergency Bypass Pumping Anal	08/29/2023	2,325.00	.00		
Total Freyer & Laureta, Inc:					2,325.00	.00		
GHD Inc.								
1190	GHD Inc.	380-0037272	Regional Biosolids Compost Facili	08/22/2023	913.80	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total GHD Inc.:					913.80	.00		
Grainger								
1235	Grainger	9803659821	Safety Glasses	08/14/2023	532.07	.00		
1235	Grainger	9807119046	Traffic Sign	08/16/2023	575.62	.00		
1235	Grainger	9807175766	Traffic Signs	08/16/2023	247.78	.00		
1235	Grainger	9812125822	Nitrile Gloves	08/21/2023	2,401.07	.00		
1235	Grainger	9813446995	Scratch Brush w/Scraper	08/22/2023	50.47	.00		
1235	Grainger	9817935175	Megohmmeter and parts	08/25/2023	2,036.87	.00		
Total Grainger:					5,843.88	.00		
Hach Company								
1260	Hach Company	13692514	Repair Kit	08/09/2023	1,108.35	.00		
1260	Hach Company	13692516	Automatic Cleaning Module	08/09/2023	306.00	.00		
Total Hach Company:					1,414.35	.00		
Hazen and Sawyer								
1295	Hazen and Sawyer	20148-002-11	Amendment 1 - On-call contract fo	08/10/2023	2,667.87	.00		
1295	Hazen and Sawyer	20148-003-25	Digester Room MCC #2 Upgrade	08/10/2023	3,600.00	.00		
1295	Hazen and Sawyer	20148-005-13	Collections System Hydraulic Mod	08/10/2023	1,055.00	.00		
1295	Hazen and Sawyer	20148-006-2	Revision to LGVSD Standard Spe	08/10/2023	4,930.00	.00		
Total Hazen and Sawyer:					12,252.87	.00		
Jackson's Hardware, Inc.								
1385	Jackson's Hardware, Inc.	136208	Misc Supplies	08/10/2023	29.58	.00		
Total Jackson's Hardware, Inc.:					29.58	.00		
JDB Systems								
1400	JDB Systems	8509	Test flow and level signals to PLC	08/17/2023	1,007.10	.00		
Total JDB Systems:					1,007.10	.00		
Kennedy Jenks Consulting, Inc.								
1440	Kennedy Jenks Consulting, Inc.	165699	Amend #1 Integrated Wastewater	08/22/2023	1,437.80	.00		
Total Kennedy Jenks Consulting, Inc.:					1,437.80	.00		
Kyocera Document Solutions								
1475	Kyocera Document Solutions	55E1743313	Overages Charges for toner, copi	08/28/2023	1,649.55	.00		
Total Kyocera Document Solutions:					1,649.55	.00		
Kyocera Lease Agreement								
3025	Kyocera Lease Agreement	13903679	Copier lease payment	08/28/2023	1,491.26	.00		
Total Kyocera Lease Agreement:					1,491.26	.00		
Liebert Cassidy Whitmore								
1500	Liebert Cassidy Whitmore	247483	Legal Fees	07/31/2023	2,740.50	.00		
Total Liebert Cassidy Whitmore:					2,740.50	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Linscott Engineering Contractors, Inc.								
1510	Linscott Engineering Contractors,	4039	Venetia Harbor PS Concrete Slab	08/17/2023	47,790.00	.00		
1510	Linscott Engineering Contractors,	4153	Demolition and removal of former	08/18/2023	6,729.73	.00		
1510	Linscott Engineering Contractors,	4153	Demolition and removal of former	08/18/2023	1,187.60	.00		
Total Linscott Engineering Contractors, Inc.:					55,707.33	.00		
Liv, Christina								
3030	Liv, Christina	2223-10020	Low Income Sewer Rate Assistan	08/29/2023	112.00	.00		
Total Liv, Christina:					112.00	.00		
Marin Ace								
1560	Marin Ace	67897	Painting Supplies	08/11/2023	22.92	.00		
1560	Marin Ace	68116	Wood Screws	08/22/2023	6.53	.00		
1560	Marin Ace	68220	Misc. Supplies	08/28/2023	16.13	.00		
Total Marin Ace:					45.58	.00		
Marin IJ								
3020	Marin IJ	467780523	Newspaper Subscription Delivery	08/21/2023	1,139.15	.00		
Total Marin IJ:					1,139.15	.00		
Marin Independent Journal								
1590	Marin Independent Journal	1384911	Public Notifications	07/31/2023	4,830.78	.00		
Total Marin Independent Journal:					4,830.78	.00		
McMaster-Carr								
1640	McMaster-Carr	12667640	Misc. Supplies	08/15/2023	80.51	.00		
1640	McMaster-Carr	13192540	Misc. Supplies	08/24/2023	76.10	.00		
1640	McMaster-Carr	13215689	Routing Clamp	08/24/2023	23.06	.00		
Total McMaster-Carr:					179.67	.00		
Novato Toyota								
1825	Novato Toyota	573445	Service on Rav4	08/17/2023	219.12	.00		
Total Novato Toyota:					219.12	.00		
Operating Engineers Local No. 3								
1850	Operating Engineers Local No. 3	8/25 PAYDATE	Union Dues 8/25 Paydate	08/21/2023	721.74	.00		
Total Operating Engineers Local No. 3:					721.74	.00		
Orion Protection Services Group, Inc.								
1860	Orion Protection Services Group, I	12128	Nightly Patrol- Smith Ranch	08/17/2023	369.61	.00		
Total Orion Protection Services Group, Inc.:					369.61	.00		
PACE Supply								
1880	PACE Supply	038826249	Adapter	08/14/2023	67.52	.00		
1880	PACE Supply	048817159	Adapter	08/14/2023	312.96	.00		
1880	PACE Supply	048825748	Pipe and Pipe Thread	08/14/2023	606.41	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total PACE Supply:						986.89	.00	
Pittsburgh Water Cooler Service								
2945	Pittsburgh Water Cooler Service	52562	ADA Drinking fountain	08/25/2023	5,359.95	.00		
Total Pittsburgh Water Cooler Service:						5,359.95	.00	
Rafael Lumber								
2065	Rafael Lumber	168642	Landscape Ties	08/10/2023	287.87	.00		
2065	Rafael Lumber	176596	McInnis Pump Station repair proje	08/23/2023	281.51	.00		
2065	Rafael Lumber	179716	Misc. Supplies	08/28/2023	754.22	.00		
Total Rafael Lumber:						1,323.60	.00	
Regional Government Services								
2090	Regional Government Services	15408	Master Agreement - Finance MGN	07/31/2023	7,406.64	.00		
Total Regional Government Services:						7,406.64	.00	
Semitorr Group LLC								
2335	Semitorr Group LLC	5564506	Biogas Drip Trap	08/10/2023	2,088.35	.00		
Total Semitorr Group LLC:						2,088.35	.00	
SiteOne Landscape Supply								
2370	SiteOne Landscape Supply	13313638-001	Synthetic Oil	08/09/2023	18.94	.00		
2370	SiteOne Landscape Supply	133276814-00	Water Filter	08/15/2023	247.35	.00		
2370	SiteOne Landscape Supply	133313335-00	Weed Management at Pump Stati	08/09/2023	355.89	.00		
Total SiteOne Landscape Supply:						622.18	.00	
Starnes, Daniel								
2885	Starnes, Daniel	8212023	New Hire Boot Allowance	08/23/2023	300.00	.00		
Total Starnes, Daniel:						300.00	.00	
Sun Life Financial - LIFE & ADD								
2460	Sun Life Financial - LIFE & ADD	SEPT 2023	Life & ADD	08/17/2023	186.00	.00		
2460	Sun Life Financial - LIFE & ADD	SEPT 2023	Life & ADD	08/17/2023	452.00	.00		
2460	Sun Life Financial - LIFE & ADD	SEPT 2023	Life & ADD	08/17/2023	70.00	.00		
2460	Sun Life Financial - LIFE & ADD	SEPT 2023	Life & ADD	08/17/2023	126.00	.00		
2460	Sun Life Financial - LIFE & ADD	SEPT 2023	Life & ADD	08/17/2023	86.50	.00		
2460	Sun Life Financial - LIFE & ADD	SEPT 2023	Life & ADD	08/17/2023	33.50	.00		
2460	Sun Life Financial - LIFE & ADD	SEPT 2023	LTD	08/17/2023	551.87	.00		
2460	Sun Life Financial - LIFE & ADD	SEPT 2023	LTD	08/17/2023	331.44	.00		
2460	Sun Life Financial - LIFE & ADD	SEPT 2023	LTD	08/17/2023	579.11	.00		
2460	Sun Life Financial - LIFE & ADD	SEPT 2023	LTD	08/17/2023	336.79	.00		
2460	Sun Life Financial - LIFE & ADD	SEPT 2023	LTD	08/17/2023	184.13	.00		
2460	Sun Life Financial - LIFE & ADD	SEPT 2023	LTD	08/17/2023	702.65	.00		
Total Sun Life Financial - LIFE & ADD:						3,639.99	.00	
Towne Communications, Inc.								
2565	Towne Communications, Inc.	127625	Quarterly Charge for Warranty Agr	08/28/2023	172.58	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total Towne Communications, Inc.:						172.58	.00	
United Site Services								
2650	United Site Services	INV-01956437	Porta Potties at reclamation parki	08/19/2023	692.43	.00		
Total United Site Services:						692.43	.00	
Water Components & Building Supply								
2740	Water Components & Building Su	30616426	14"x19" box+lid	08/24/2023	112.53	.00		
Total Water Components & Building Supply:						112.53	.00	
WECO Industries								
2765	WECO Industries	0051905-IN	Air Filter Housing Assembly	07/18/2023	504.92	.00		
Total WECO Industries:						504.92	.00	
WEX Health, Inc.								
2780	WEX Health, Inc.	1782092	FSA Administration	08/25/2023	50.00	.00		
Total WEX Health, Inc.:						50.00	.00	
Woodland Center Auto Supply, Inc.								
2805	Woodland Center Auto Supply, Inc	810504	Brakleen, Electronic Cleaner	08/23/2023	162.35	.00		
2805	Woodland Center Auto Supply, Inc	810787	Belt	08/24/2023	15.50	.00		
Total Woodland Center Auto Supply, Inc.:						177.85	.00	
WRA, Inc.								
2810	WRA, Inc.	26227-3-50622	Lower Miller Creek Rock Weir and	07/28/2023	498.00	.00		
2810	WRA, Inc.	26227-3-50622	Two Additional Years of Geomorp	07/28/2023	8,513.36	.00		
Total WRA, Inc.:						9,011.36	.00	
Zappetini, Inc.								
2835	Zappetini, Inc.	8916823	Replacement of three existing wo	08/22/2023	11,500.00	.00		
Total Zappetini, Inc.:						11,500.00	.00	
Grand Totals:					287,476.72	.00		

Board Member: _____

General Manager: _____

Finance Manager: _____



Item Number _____ 2C _____

GM Review _____ CP _____

Agenda Summary Report

To: Board of Directors
From: Michael P. Cortez, PE, District Engineer
 (415) 526-1518; mcortez@lqvsd.org
Mtg. Date: September 7, 2023
Re: Award of Contract for Primary Clarifier #1 Rehabilitation to Pacific Infrastructure
Item Type: Consent Action Information Other
Standard Contract: Yes X No (See attached) Not Applicable

STAFF RECOMMENDATION

Board to approve the award of contract to Pacific Infrastructure for the Primary Clarifier #1 Rehabilitation project.

BACKGROUND

The Primary Clarifier #1 mechanism installed in the 1980s has reached the end of its useful life. The project provides for replacement of the 80-foot diameter clarifier arm, center column, and associated components including catwalks and drive units with upgraded components made of stainless steel. The project includes proper off-site disposal of the old mechanism. Project duration is tentatively set at 300 calendar days due to the long lead time of the equipment.

The District opened bids for the project on August 17, 2023. Pacific Infrastructure of Pleasanton is the apparent low bidder. Staff has evaluated the two bids and found that Pacific Infrastructure is a responsive and responsible bidder.

<u>Bidder</u>	<u>Bid Price</u>
1. Myers & Sons Construction LLC (Sacramento)	\$1,565,565
2. Pacific Infrastructure (Pleasanton)	\$1,366,200*

* - Apparent low bidder.

The low bid price exceeds the current FY 2023-24 CIP project budget of \$1,000,000. The unfunded portion and other remaining project costs such as construction management and inspection services will be funded from unspent capital carryover funds from other approved projects.

PREVIOUS BOARD ACTION

On June 1, 2023, the Board approved Call for Bids for Primary Clarifier #1 (PC#1) Rehabilitation using in-kind clarifier mechanism manufactured by Ovivo (formerly Dorr-Oliver/Eimco).

ENVIRONMENTAL REVIEW

N/A

FISCAL IMPACT

\$1,366,200



Item Number _____ 2D _____

GM Review _____ CP _____

Agenda Summary Report

To: Board of Directors
From: Michael P. Cortez, PE, District Engineer
 (415) 526-1518; mcortez@lqvsd.org
Mtg. Date: September 7, 2023
Re: Award of Contract for On-Call Contract for Construction Projects (2023-2025) to Piazza Construction
Item Type: Consent Action _____ Information _____ Other _____
Standard Contract: Yes No _____ (See attached) Not Applicable _____

STAFF RECOMMENDATION

Board to approve the award of a 2-year contract to Piazza Construction for the On-Call Contract for Construction Projects.

BACKGROUND

On August 24, 2023, the District opened bids for the On-Call Contract for Construction Projects for FY 2023-2025. Piazza Construction of Penngrove, who was the District on-call contractor for the prior 2-year period, is the apparent low bidder with a base bid of 12% on the labor mark-up. Their current bid of 12% is 5% higher than the previous bid, which is reasonable given the bid climate and high inflation rate. Staff has evaluated the bids and found that Piazza Construction is a responsive and responsible bidder.

<u>Bidders</u>	<u>Labor Mark-up</u>
1. Piazza Construction (Penngrove)	12%*
2. CATS4U (Healdsburg)	18%

* - *Apparent low bidder.*

The contract would allow the District to have a standby contractor under contract to perform small projects that can be typically completed in one week and more importantly provide construction services during emergency response. The contract duration is 24 months with a maximum budget of \$200,000 per fiscal year. Compensation for each on-call task is based on time and expense tracking according to force account rates as outlined in the current Labor Surcharge & Equipment Rental Rate Book published regularly by Caltrans Division of Construction.

PREVIOUS BOARD ACTION

N/A

ENVIRONMENTAL REVIEW

N/A

FISCAL IMPACT

Maximum budget of \$200,000 per fiscal year.



Item Number _____ 2E _____

GM Review _____ CP _____

Agenda Summary Report

To: Board of Directors
From: Michael P. Cortez, PE, District Engineer
 (415) 526-1518; mcortez@lqvsd.org
Mtg. Date: September 7, 2023
Re: Application for Allocation of Capacity for APN 179-041-27
 350 Merrydale Rd
Item Type: Consent Action _____ Information _____ Other _____
Standard Contract: Yes _____ No _____ (See attached) Not Applicable

STAFF RECOMMENDATION

Board to approve the issuance of a Will Serve Letter for the proposed project at 350 Merrydale Road.

BACKGROUND

The project consists of demolition of existing one-story buildings and construction of nine (9) buildings to provide forty-five (45) townhouses and condominiums, and a Community Room at 350 Merrydale Road. As part of the project, the existing 6" VCP sewer main serving the property will be abandoned and replaced with a private gravity sewer system consisting of 6" and 4" PVC service laterals. At the request of District staff, 233 Linear Feet (LF) of the existing 6" public sewer on Redwood Highway will be upgraded to 8" PVC from the point of connection to the downstream trunk sewer manhole. The applicant has satisfactorily addressed and incorporated District plan review comments. District staff has reviewed the plans and information submitted. Based on the information provided, a Will Serve Letter has been drafted and a connection fee of \$308,382 has been assessed for the project.

Staff issued Preliminary Conditions of Approval in September 2020 limiting the number of residential units to forty-five (45) due to previous overflow on the Mulligan Trunk Sewer and outlining the responsibilities of the applicant, such as design and construction of all sanitary sewer facilities, including quitclaim of the existing 10'-wide sanitary sewer easement. District staff hired Nute Engineering in 2019 and Hazen & Sawyer in 2020 to investigate the cause of the sewer overflow and to analyze hydraulic impacts of the proposed project to the overall Mulligan system. The results indicated that Mulligan Pump Station has sufficient capacity to accommodate the proposed project. Subsequent inspections by District staff indicated that debris buildup due to an upstream construction project may be the cause of the overflow. Based on the analyses and field inspections, staff concluded that sufficient capacity exists for up to forty-five (45) residential units for the project.

The Will Serve Letter is contingent upon satisfaction of the conditional requirement to fulfill connection fee obligation before the District provides the final sign-off.

Potential Access Issues to Impacted Sewer Facilities: None; proposed improvements to the sewer main will be within public street right-of-way.

Additional Flow Contribution: The District Ordinance refers to one Equivalent Dwelling Unit (EDU) as a Single-Family Dwelling Unit that includes up to 20 Plumbing Fixture Units (PFU). Assuming 200 gallons per day (gpd) per EDU, the flow contribution per PFU is approximately 10 gpd.

The estimated additional flow from the proposed project is approximately 9,000 gpd. It will have some impact on downstream sewer facilities. Staff is tracking additional flows from proposed residential and commercial developments and will be evaluating the combined effects as part of the overall collection system hydraulic analysis.

PREVIOUS BOARD ACTION

N/A

ENVIRONMENTAL REVIEW

N/A

FISCAL IMPACT

Connection Fee Revenue of \$308,382.



Figure 1. Location Map



101 Lucas Valley Road, Suite 300
 San Rafael, CA 94903
 Tel.: 415-472-1734
 Fax: 415-499-7715
 www.LGVSD.org

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

DISTRICT BOARD
 Megan Clark
 Ronald Ford
 Craig K. Murray
 Gary E. Robards
 Crystal J. Yezman

Date: September 7, 2023

Property Owner(s): Ridgewood Properties/Francine M. Clayton

Property Owner Address: 454 Las Gallinas Ave, Suite 284
 San Rafael, CA 94903

Applicant: Michael R. Hooper with Campus Properties, LLC

Project Name: 350 Merrydale Rd

Project Address: 350 Merrydale Rd
 San Rafael, CA 94903

Project APN: APN 179-041-27

Re: Will-Serve Letter

You have requested a **Will-Serve Letter** from the Las Gallinas Valley Sanitary District (“LGVSD”) at the September 7, 2023 Board Meeting.

Subject to the terms and conditions in this letter, LGVSD will serve the project consisting of 45 townhomes or condominiums (residential units). This letter may be used to submit to another local agency to satisfy a condition for either tentative subdivision map approval or any other permit approval.

This letter is contingent upon the following:

- 1) **Satisfaction of all of the conditions and requirements set forth in the Preliminary Conditions of Approval issued in September 2020 to the applicant.**
- 2) **Satisfaction of the conditional requirement to address any corrective actions in the sanitary sewer improvement components of the project and fulfill connection fee obligation before the District signing off on the final inspection.**

The standard terms and conditions of approval are as follows:

Initial	Item	Condition of Approval
	1	Applicant shall pay for the facility capacity fee (new connection fee) in accordance with LGVSD ordinances and policies. Please note payment date obligation and amount obligation.
	2	Applicant agrees to abide by all conditions of approval of the Board of Directors and District staff.
	3	This Will-Serve approval terminates three (3) years from the Board meeting date unless all building permits have been issued for the project.
	4	Field verification before and after construction is required for this project. Applicant shall accommodate and coordinate with District hired third-party inspector.
	5	Prior to the connection of any sewer lateral, you must contact the District for the sewer lateral inspection permit and the application is available on District website. A lateral tie-in inspection is required before any lateral can be backfilled.
	6	After the sewer lateral inspection is completed and the connections is verified, the

		project will be added to the sewer user charge and will receive a charge for this service annually.
	7	Applicant shall reimburse the District for all plan review, field verification before and after construction, and inspection fees accrued associated with this project.

A complete summary of the project specific conditions of approval is included in the Board Meeting minutes.

The Connection Fee approved by the Board is as follows:

Connection Fee for 45 Townhomes/Condominiums at \$8,189/unit:	\$ 368,505.00
Credit for 147 existing PFUs at \$409/PFU:	<\$ 60,123.00>
Application Fee:	\$ 500.00 (paid)
Engineering Review and Inspection Fees:	\$ <u>TBD</u>
Total Fee:	\$ 308,882.00
Outstanding Balance:	\$ 308,382.00

The proposed PFU shall be subjected to field verification upon project completion. The connection fee may be adjusted for actual number of additional plumbing fixture units.

The District ordinance provides for payment of the Connection Fee over a two-year period according to the following:

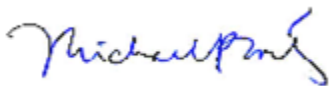
1. 10% of the Connection Fee is due within thirty days of Board approval of final plans and specifications;
2. 40% of the Connection Fee is due within one year, September 7, 2024; or upon the date of building permit issuance, whichever occurs first;
3. 50% of the Connection Fee is due within two years, September 7, 2025; or upon the date of building permit issuance, whichever occurs first;

Please remit **\$308,382** and make the check payable to Las Gallinas Valley Sanitary District. Please note if payment schedule as above is not followed, you risk losing your allocation.

By issuing this **Will-Serve Letter**, LGVSD is not incurring any liability of any nature, including but not limited to mandate, damages or injunctive relief. LGVSD is making no representation to the applicant nor waiving any rights it has under any applicable State or Federal law. In the event there is any court imposed moratorium on LGVSD, a connection to the District system may not occur. In the event any government agency imposes a moratorium on LGVSD, a connection to the District system may not occur. In the event there is not sufficient capacity, a connection to the District system may not occur.

If connection has not been made within three years, the allocation will be terminated without prejudice. Upon request, you will receive a refund of 90% of the above fees and you will be able to re-apply for an allocation at the fee rate then prevailing. Please sign and date the original of this letter and return it to the District office within 10 days. The copy is for your records.

Sincerely,



Michael P. Cortez, PE District Engineer

LGVSD Will Serve Letter
350 Merrydale Rd

AGREED:

_____ Date: _____
Project Applicant Signature

Cc: Dale McDonald, Administrative Services Manager

DRAFT



Item Number _____ 2F _____
GM Review _____ CP _____

Agenda Summary Report

To: Board of Directors
From: Michael P. Cortez, PE, District Engineer
(415) 526-1518; mcortez@lqvsd.org
Mtg. Date: September 7, 2023
Re: Approve Resolution 2023-2317 Project Approval and Notice of Exemption Solar Photovoltaic System Upgrades
Item Type: Consent Action _____ Information _____ Other _____.
Standard Contract: Yes _____ No _____ (See attached) Not Applicable .

STAFF RECOMMENDATION

Board to approve Resolution No. 2023-2317, directing staff to file the California Environmental Quality Act (CEQA) Notice of Exemption application with the County Clerk of Marin for the Solar Photovoltaic (PV) System Upgrades project.

BACKGROUND

Las Gallinas Valley Sanitary District is the lead agency for the following project, which will be performed by FFP BTM Solar, LLC (aka ForeFront Power):

- Solar Photovoltaic System Upgrades.** This project provides for the replacement of the existing solar PV system consisting of solar panels, power inverters, and combiner boxes with more efficient components and the reuse of existing infrastructure as appropriate on the same parcel APN 155-011-15 without altering topographic features of the site and expanding the existing footprint of the facility.

Pursuant to Guideline 15062 of CEQA, LGVSD may file a Notice of Exemption application with the County Clerk of Marin after approval of the project. This procedure will be utilized for potentially environmentally sensitive projects that warrant filing of Notice of Exemption.

The project is exempt from CEQA pursuant to Section 15301 and 15302 of the CEQA Guidelines as depicted in the Notice of Exemption application attached and as summarized below.

Section	Guideline
15301	Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use.
15302	Class 2 consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

Documents attached include:

- Resolution No. 2023-2317
- Solar Photovoltaic System Upgrades Notice of Exemption Application

PREVIOUS BOARD ACTION

N/A

ENVIRONMENTAL REVIEW

N/A

FISCAL IMPACT

N/A

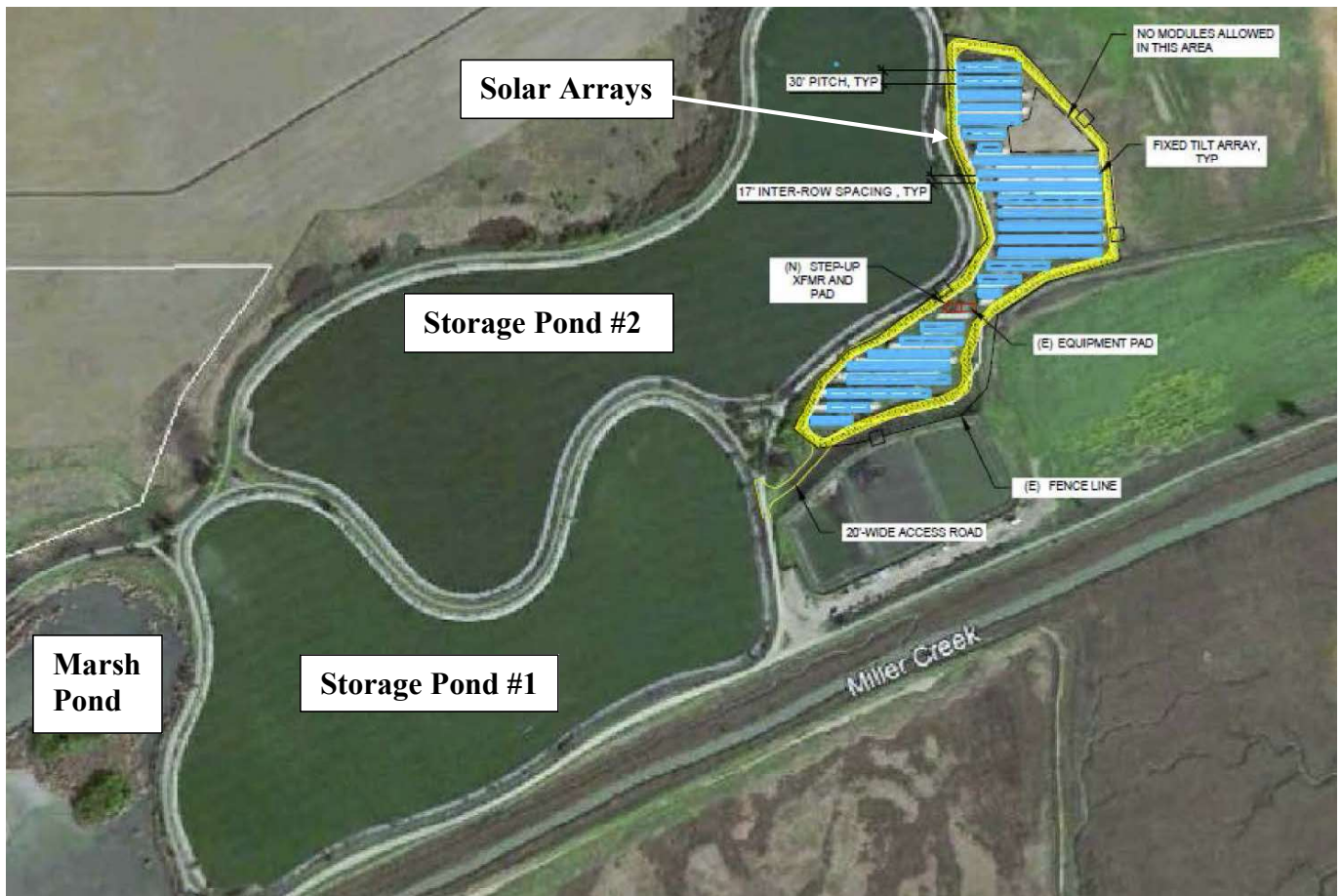


Figure 1. Site Map

RESOLUTION No. 2023-2317

A RESOLUTION APPROVING SOLAR PHOTOVOLTAIC SYSTEM UPGRADES PROJECT AND MAKING DETERMINATIONS AND AUTHORIZING THE FILING OF A NOTICE OF EXEMPTION FROM CALIFORNIA ENVIRONMENTAL QUALITY ACT

LAS GALLINAS VALLEY SANITARY DISTRICT

WHEREAS, the California Environmental Quality Act (“CEQA”) requires a public agency to approve or to determine to carry out a project subject to CEQA before filing a Notice of Exemption; and

WHEREAS, the Las Gallinas Valley Sanitary District Board of Directors, by this Resolution, approves the Project(s) described below.

NOW, THEREFORE, BE IT RESOLVED by the Las Gallinas Valley Sanitary District Board of Directors, which finds and determines as follows:

1. Approves the Project(s) described as follows:
 - a. Solar Photovoltaic System Upgrades Project
2. Finds that the Project(s) is (are) exempt from CEQA pursuant to the Notice(s) of Exemption attached and incorporated herein by this reference.
3. Finds that no Project(s) is (are) subject to CEQA Guideline 15300.2.
4. Directs staff to file the Notice(s) of Exemption pursuant to 15062 of the CEQA Guidelines.

* * * * *

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 September 7, 2023, by the following vote of the members thereof:

AYES, and in the favor thereof, Members:

NOES, Members:

ABSENT, Members:

ABSTAIN, Members:

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

APPROVED:

(seal)

Megan Clark, Board President

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: Marin

3501 Civic Center Drive, Suite 234

San Rafael, CA 94903

From: (Public Agency): Las Gallinas Valley Sanitary District
101 Lucas Valley Road Suite 300
San Rafael, CA 94903

(Address)

Project Title: Solar Photovoltaic System Upgrades

Project Applicant: Las Gallinas Valley Sanitary District

Project Location - Specific:

APN 155-011-15

Project Location - City: San Rafael Project Location - County: Marin

Description of Nature, Purpose and Beneficiaries of Project:

The project provides for the replacement of the existing solar PV system consisting of solar panels, power inverters, and combiner boxes with more efficient components and the reuse of existing infrastructure as appropriate on the same parcel APN 155-011-15 without altering topographic features of the site and expanding the existing footprint of the facility.

Name of Public Agency Approving Project: Las Gallinas Valley Sanitary District

Name of Person or Agency Carrying Out Project: Las Gallinas Valley Sanitary District

Exempt Status: **(check one):**

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: Class 1 (Section 15301) & Class 2 (Section 15302)
- Statutory Exemptions. State code number: _____

Reasons why project is exempt:

Class 1 (Section 15301) consists of minor alteration of existing public structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use.

Class 2 (Section 15302) consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

Lead Agency

Contact Person: Michael P. Cortez Area Code/Telephone/Extension: (415) 472-1734

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ■ Yes No

Signature: _____ Date: _____ Title: District Engineer

■ Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

9/7/2023

General Manager Report

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



SSO SPILL SUMMARY

- 6/20/2023 – 899 Northgate Drive
 - Category I (Did make it to waters of the state) SSO
 - 1439 -gallon SSO (Captured and Returned 650 gallons to system).
 - Cause – Roots/Wipes

KEY MAINTENANCE PROJECTS

- Completed Annual PM on Secondary Clarifier-2.
- Installed Weir Washer on Secondary Clarifier-2.
- Irrigation pump #2 removed and sent to shop for repair estimate.
- Installed signage on dead end golf course road.
- Installed 2 new hoists and modified intake screens on pond return sump.
- PG&E crews replaced the reclamation pump station transformer.
- Recycled water Clean In Place pump 2 rebuilt.
- Contractor replaced media on 3 Siloxane vessels on BERS skid due to Siloxane breakthrough.
- Completed annual PM on BERS skid, rebuilt both gas compressors, replaced all plastic gaskets and filter elements, and leak checked system.
- Completed annual maintenance on both boilers.
- Completed annual Electrical PM on Marinwood Pump Station Motor Control Center.
- Ran plant water to WAS thickener polymer activation unit.
- Installed 4 life rings on Aeration basins.
- Primary Clarifier-2 annual PM completed and installed new Sprayer nozzles and block off plate on old bypass weir box.
- Primary Clarifier-3 Annual PM completed and installed new Sprayer nozzles.
- Replaced Volvo generator block heater and upgraded block heater electrical supply.
- Routine Preventative Maintenance Work Orders – Treatment Plant/Pump Stations/Reclamation
- (400) Fleet Maintenance Inspections

SAFETY ISSUES AND TRAINING

- Bloodborne Pathogens/Emergency Response Training – DuAll
- Hearing Conservation and Silica Exposure Training – DuAll
- Heat Illness and Fire Extinguisher Training – DuAll
- Annual Hearing Tests – DuAll
- Hot Work and Confined Space Entry (Refresher) Training - DuAll

OTHER

- Collection System – Pump Station Maintenance (Routine)
- Collection System – “Shutout” Manhole Sealant delivered
- Air Release Valve Maintenance (Quarterly)

REQUESTS FOR PROPOSALS

- None

PERFORMANCE METRICS

Collection System Cleaning and CCTV Inspection

- Flushed/Rodded = 138,921 feet; Percent of District = 25.1%.
- CCTV Inspected = 38,010 feet; Percent of District = 6.9%
- Manhole inspections performed = 846
- USA Ticket Work Orders = 645

CNG Fueling Stations

- Smith Ranch Fuel Station
 - 16 Fill-ups
 - Total Diesel Gallon Equivalent (DGE) = 365 DGE
 - Average MPG = 5.10 MPG/3-month miles driven = 1,663 or 25.6 miles/day

Pump Station Highlight – Civic Center (2 - 10hp + 2 – 20hp pumps)

Location: 111 McInnis Parkway (East of Embassy Suites)

Parcel 180-410-08

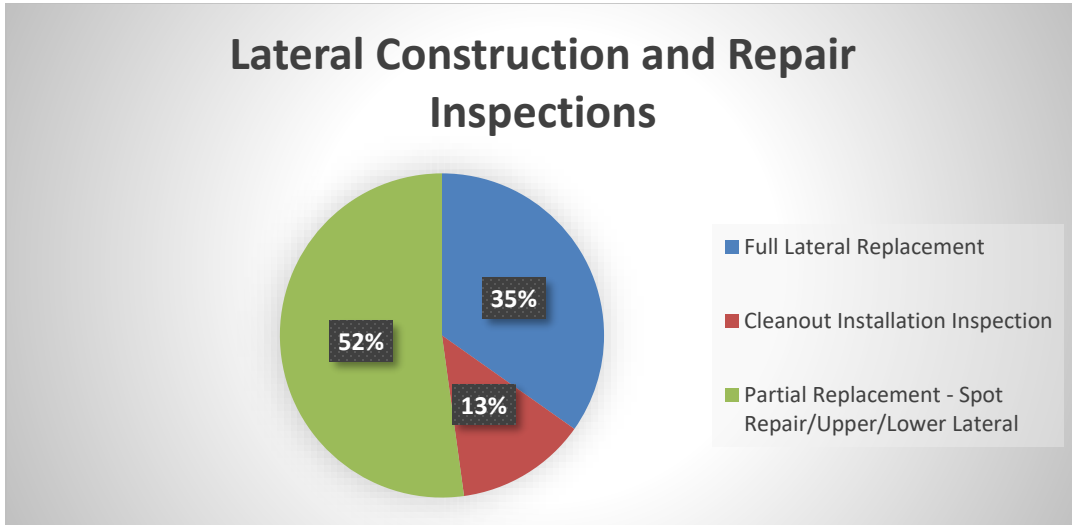
Date Constructed: 1989

Expansions: None



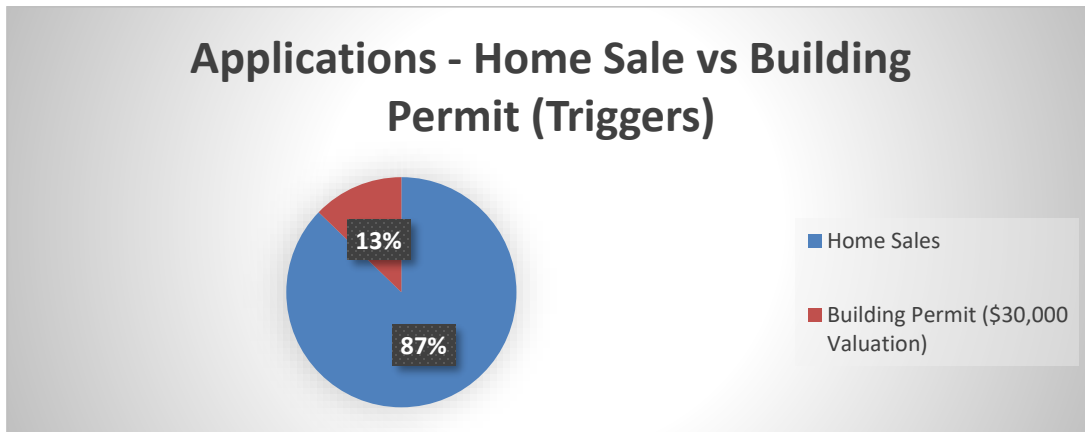
Lateral Construction and Repair Inspections

- Applications received = 33
- Full Replacement Inspections Performed = 8 Full Replacements
- Cleanout Installation Inspections Performed = 3 Cleanout Installations
- Spot Repairs/Upper/Lower Replacements Performed = 12 partial replacements or spot repairs



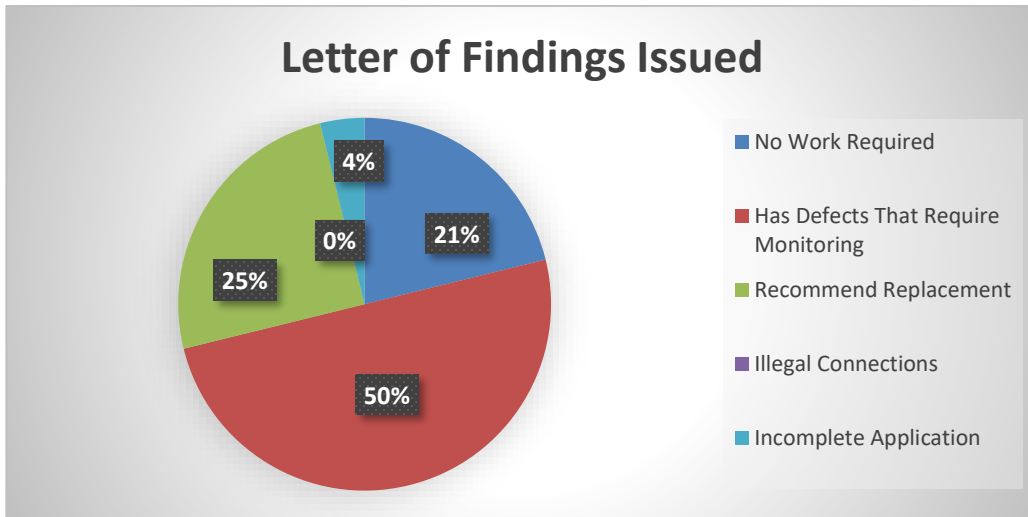
Sewer Lateral Ordinance No. 180 - Number of Applications Processed

- Home Sale Applicants = 41 received
- Building Permit (\$30,000 valuation) Applicants = 6 received



Sewer Lateral Ordinance No. 180 - Letter of Findings

- Home Sale Letter of Findings Issued = 52; 13 - recommend replacement, 26 -have defects that require monitoring, 11 - no work or monitoring required, 2 – Incomplete Applications, 0 – Illegal connection



CRITICAL PROCESS

- Treatment plant effluent was discharged to Miller Creek through the end of April and was then directed to the reclamation storage ponds in May and June.
- Three Biowheel aeration trains were in operation during this report period. Persistent drive chain component failures were observed by operations staff and replaced by maintenance staff throughout the quarter.
- Yard piping between the new secondary clarifiers and the chlorine contact chamber was inspected with a camera in June which confirmed that debris was not obstructing flow. A redesign effort to resolve the existing flow restriction followed.

NON-CRITICAL PROCESS

- Department supervisors and lead staff completed the Regional Government Services leadership academy courses during this reporting period.
- Plant staff worked with the Secondary Treatment Plant Upgrade/Recycled Water Expansion (STPURWE) project general contractor to complete the fencing, paving and miscellaneous punch list items.
- April- Three department staff members attended the CWEA Annual Conference.
- May – New siloxane filtration media was installed by a contract firm in the Biogas Energy Recovery System (BERS) conditioning skid.
- June – Department of Energy sponsored San Francisco State University Industrial Assessment Center representatives submitted their treatment plant energy audit report to staff.
- May- Maintenance staff installed a weir washing apparatus on secondary clarifier #2.
- June- West Yost submitted the SCADA network cybersecurity assessment to staff.
- June- STPURWE Project Ribbon Cutting Event held at McInnis Park Golf Club House.

PERFORMANCE METRICS

Sewage Treated

- 5.18 million gallons per day average daily influent flow from April through June.

Recycled Water Production

- 11.84 million gallons of recycled water was pumped to North Marin Water District
- 59.86 million gallons of recycled water was pumped to Marin Municipal Water District

Reclamation

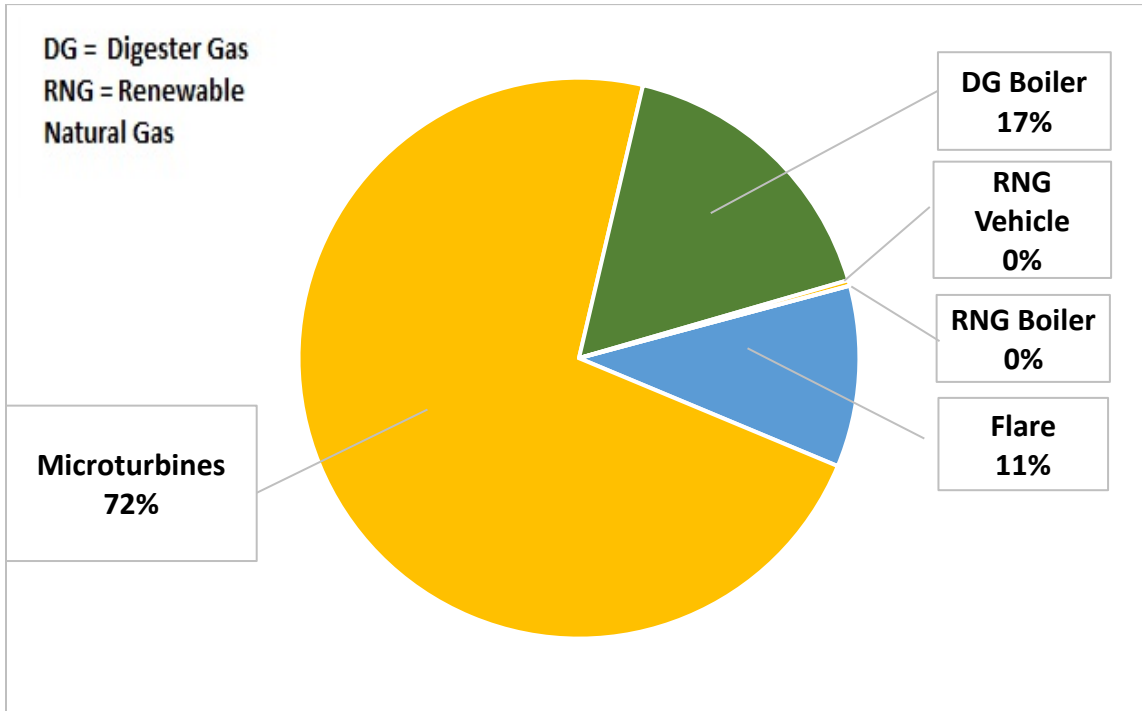
- Pond Levels Beginning of April – Pond #1 = 6.3' - Pond #2 = 6.2' ~ 70% of Capacity
- Pond Levels at the End of June – Pond #1 = 8.3' - Pond #2 = 8.2' ~ 92% of Capacity

Solar Power Generation

- 14,694 kWh offsetting approximately \$3,673 in PG&E/MCE electrical consumption costs using an average rate of \$0.25/kWh. Inverters A & B were shut down 12/2021 for safety.

Biogas Utilization

- Total Digester Gas Produced – 3,705,712 scf – Microturbines at 99% uptime producing a total of 52,225 kWh, offsetting approximately \$13,056 in PG&E/MCE electrical consumption costs using an average rate of \$0.25/kWh.



NPDES PERMIT COMPLIANCE

All water quality parameters met or exceeded permissible limits for this period. Annual and monthly reports were submitted to their respective regulatory agencies in accordance with permit requirements. On average, laboratory staff perform 138 process control and 25 regulatory compliance analyses per week during this report period.

DESIGN (Number of projects in design phase: 13)

- John Duckett Pump Station & Sewer Main Capacity and Storage
 - Staff has reprioritized project scope based on new hydraulic modeling information from Hazen & Sawyer.
 - Pump station pumping capacity appears adequate for peak wet weather flows.
 - Top 2 priorities: pump station electrical upgrades and exposed gravity trunk sewer creek crossing.
 - Staff to evaluate next steps.
- Miller Creek Rock Vane Repair
 - Received comments from the Water Board requesting corrective actions to address erosion and other deficiencies on the annual vegetation and geomorphic monitoring reports by WRA.
 - Staff contracted with WRA to design the rock vane repair.
 - WRA began communicating the preliminary repair scope with agencies having jurisdiction.
 - Staff to call for informal bids under UPCCAA; project estimate: \$100k.

CONSTRUCTION (Number of projects in construction: 7)

- Standby Generator System Installation for Adrian, McPhail, and Industrial Park PS
 - Received BAAQMD permits for all three pump stations.
 - Contractor has placed orders for all three gensets and awaiting delivery.
 - Contractor has completed sitework, conduit installation, concrete foundation, and other preparatory work for genset installation.

REQUEST FOR PROPOSALS (Number of projects: 1)

- Multipurpose Lab Building Design
 - Staff discussed draft RFP with the Ad Hoc Committee on 8/22/2023.
 - Advertised RFP on 8/28/2023.
 - Proposal requirements:
 - Main Features: Lab, Education Center, Boardroom, and Parking Lot
 - Minimum Requirements: ADA, City of San Rafael Permits, CEQA, Sea Level Rise, Renewable Energy, Light Pollution, Sustainable Design, LBC and LEED Certification
 - Other Considerations: Bay Trail, Wildlife Ponds, PG&E Easement, Geotechnical and As-Builts
 - Grant & Foundation Funding Support

CALL FOR BIDS (Number of projects: 5)

- John Duckett Force Main Access Structures (third rebid)
- Biosolids Land Application
 - Issued RFP/Call for Bids for land application in lieu of a sludge injection contract with Neal Carstensen.
 - Bid opening: 8/7/2023.
 - Awarded contract to Synagro for the biosolids land application project for \$395k.
 - GHD is preparing draft Pre-Application Report for submittal to the Water Board.
- Digester MCC-2 Upgrade – Awarded to Blocka Construction for ~\$1M.
- Primary Clarifier #1 Rehabilitation – Pending award of contract to Pacific Infrastructure for ~\$1.4M.

- On-Call Construction Contract FY 2023-2025 – Pending award of contract to Piazza Construction for \$200k.

OTHER

- Executed Right To Enter with Marin County for levee repair along Gallinas Creek.
- Executed Temporary Construction Easement with PG&E for helicopter landing.
- Miscellaneous Land Development Projects

Engineering Report (June through Aug 2023)

Job No.	Project Name/Updates	% Completion
DESIGN PROJECTS		
11200-03	John Duckett Pump Station & Sewer Main Capacity and Storage <ul style="list-style-type: none"> Staff has reprioritized project scope based on new hydraulic modeling information from Hazen & Sawyer. Pump station pumping capacity appears adequate for peak wet weather flows. Top 2 priorities: pump station electrical upgrades and exposed gravity trunk sewer creek crossing. Staff to evaluate next steps. 	0%
11500-09	Miller Creek Rock Vane Repair <ul style="list-style-type: none"> Received comments from the Water Board requesting corrective actions to address erosion and other deficiencies on the annual vegetation and geomorphic monitoring reports by WRA. Staff contracted with WRA to design the rock vane repair. WRA began communicating the preliminary repair scope with agencies having jurisdiction. Staff to call for informal bids under UPCCAA; project estimate: \$100k. 	20%
20600-04	Flow Equalization Basin <ul style="list-style-type: none"> On-hold pending evaluation of final treatment facility layout. Need to discuss rescoping of design services with Hazen to reprioritize tasks based on recent storms and new secondary treatment process performance. 	25% (On-hold)
20300-09	Smith Ranch Pump Station Electrical Upgrades <ul style="list-style-type: none"> Freyer & Laureta is nearly complete with the electrical design and is updating plan set per staff comments. Staff to call for bids based on available budget for FY 2023-24. 	55%
21300-04	Pump Station Site Lighting Improvements <ul style="list-style-type: none"> Freyer & Laureta will revise design per latest staff review comments. Light fixture type and model shall meet Dark Sky Initiative specifications. Staff to call for bids based on available budget for FY 2023-24. 	55%
21350-01	Automatic Transfer Switches for Pump Stations <ul style="list-style-type: none"> Freyer & Laureta and staff are evaluating the feasibility to expand current design scope to replace the existing variable frequency drive with a prefabricated single or duplex control panels at Captains Cove and Marin Lagoon pump stations. Staff to call for bids based on available budget for FY 2023-24. 	55%
21600-01	Emergency Bypass Pumping Analysis & Emergency Response Plan <ul style="list-style-type: none"> Freyer & Laureta continues to prepare the draft emergency response plan. 	55%
21600-03	Venetia Harbor Paving <ul style="list-style-type: none"> Staff to finish the grading and paving plan based on topographic data and prepare informal bid set based on available budget for FY 2023-24. 	50%
21600-09	Plant Lighting Improvements <ul style="list-style-type: none"> Five (5) additional flat panel light fixtures and conduit trenching were completed as part of STPURWE. Staff is evaluating if additional area lighting is still required for safe operations at night. 	75%
22500-03	Solar Photovoltaic System Upgrades <ul style="list-style-type: none"> Conducting weekly meetings with ForeFront and Kenwood Energy on design and permitting aspects of the project. Design of new solar PV system is in progress by ForeFront. Tentative construction start date: Nov 2023. Tentative construction completion date: Oct 2024. 	10%
23200-01	Collection System Hydraulic Model <ul style="list-style-type: none"> Staff discussed flow monitoring results with Hazen. Hazen continues to update the model and incorporates the information from the latest as-built information. 	60%
TBD	Reclamation Pond Catwalks and Diversion Boxes <ul style="list-style-type: none"> Waiting for 3 new catwalks from Zappetini. Staff is developing new scope for replacement of critical gates and valves based on available budget for FY 2023-24. Staff has reached out for informal bids from several contractors. 	5%

Job No.	Project Name/Updates	% Completion
TBD	Annual Plant Paving and Fencing at Various Locations <ul style="list-style-type: none"> • Staff to redefine scope based on available budget for FY 2023-24. • Top priority: new plant entrance gate and new paving for traffic loop. • Staff to call for informal bids under UPCCAA. 	5%
CONSTRUCTION PROJECTS		
11500-09	Miller Creek Vegetation Maintenance <ul style="list-style-type: none"> • On-going with Hanford ARC. 	17%
12300-05	Rafael Meadows Pump Station Standby Generator Installation <ul style="list-style-type: none"> • Contractor completed punchlist items. • Contractor to haul off-site the old genset for proper disposal. 	95%
12600-07 & 16650-02	Secondary Treatment Plant Upgrade & Recycled Water Expansion <ul style="list-style-type: none"> • Target completion date: 9/29/2023. 	99%
12600-07	Combined Project - TWAS Enclosure/Sludge Basin and Reception Pad <ul style="list-style-type: none"> • Apparent low bidder: CATS4U for ~\$2.85M. • Award of contract pending budget reprioritization among Digester MCC-2 Upgrade, Primary Clarifier #1 Rehabilitation, Biosolids Land Application, and Battery Energy Storage System projects. 	Pending
21300-03	Standby Generator System Installation for Adrian, McPhail, and Industrial Park PS <ul style="list-style-type: none"> • Received BAAQMD permits for all three pump stations. • Contractor has placed orders for all three gensets and awaiting delivery. • Contractor has completed sitework, conduit installation, concrete foundation, and other preparatory work for genset installation. 	82%
21600-08	Grit Screw Conveyor Systems Replacement <ul style="list-style-type: none"> • Hazen & Sawyer provided inspection services for the project. • CATS4U completed the installation per plans and specifications. 	95%
23500-05	Center Pivot No.1 Replacement <ul style="list-style-type: none"> • Amerine Systems installed the new center pivot equipment for irrigation at Pasture No. 1. • Pending completion of punchlist items, such as programming issues. 	95%
REQUESTS FOR PROPOSALS		
24600-01	Multipurpose Lab Building Design <ul style="list-style-type: none"> • Staff discussed draft RFP with the Ad Hoc Committee on 8/22/2023. • Advertised RFP on 8/28/2023. • Proposal Requirements: <ul style="list-style-type: none"> - Main Features: Lab, Education Center, Boardroom, and Parking Lot - Minimum Requirements: ADA, City of San Rafael Permits, CEQA, Sea Level Rise, Renewable Energy, Light Pollution, Sustainable Design, LBC and LEED Certification - Other Considerations: Bay Trail, Wildlife Ponds, PG&E Easement, Geotechnical and As-Built - Grant & Foundation Funding Support 	
CALL FOR BIDS		
20200-01	John Duckett Force Main Access Structures <ul style="list-style-type: none"> • No bids received after bidding twice. • Staff is rebidding the project for the third time. 	
21500-08	Biosolids Land Application <ul style="list-style-type: none"> • Issued RFP/Call for Bids for land application in lieu of a sludge injection contract with Neal Carstensen. • Bid opening: 8/7/2023. • Awarded contract to Synagro for the biosolids land application project for \$395k. • GHD is preparing draft Pre-Application Report for submittal to the Water Board. 	
21600-07	Digester MCC-2 Upgrade <ul style="list-style-type: none"> • Bid opening: 8/7/2023. • Contract duration: 500 calendar days. • Awarded contract to Blocka Construction for ~\$1M. 	
22600-01	Primary Clarifier #1 Rehabilitation <ul style="list-style-type: none"> • Bid opening: 8/17/2023. • Contract duration: 300 calendar days. • Pending award of contract to apparent low bidder, Pacific Infrastructure, for ~\$1.4M. 	

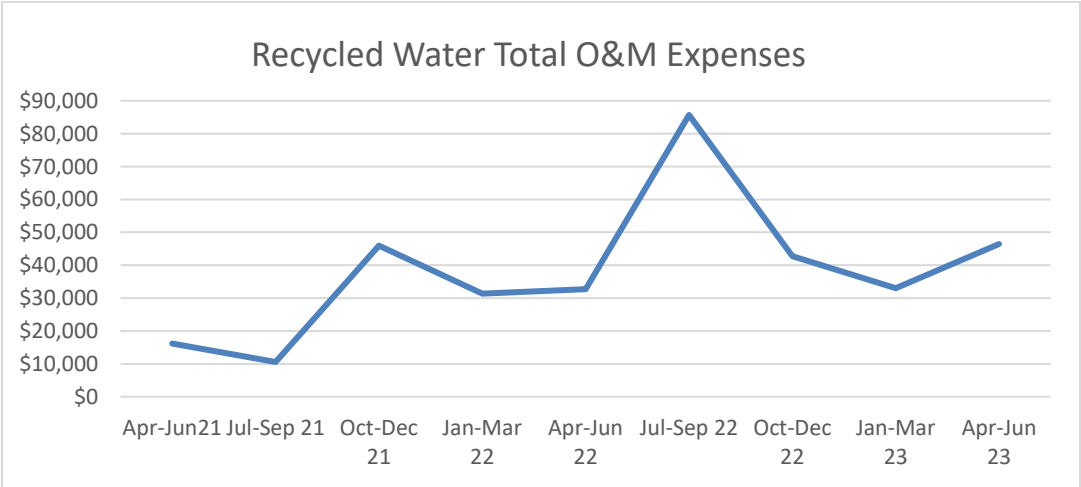
Job No.	Project Name/Updates	% Completion
24125-01	On-Call Construction Contract (2023-2025) <ul style="list-style-type: none"> • Bid opening: 8/24/2023. • Contract duration: 2 years. • Pending award of contract to apparent low bidder, Piazza Construction, for \$200k. • Bid price: 12% labor markup. 	
OTHER PROJECTS		
20100-04	Integrated Wastewater Master Plan <ul style="list-style-type: none"> • Conducted re-scoping internal meeting with all departments. • Kennedy Jenks is finalizing Phase 2 technical memos, including condition assessment on treatment plant, collection system, disaster resilience, and asset management. 	Phase 2: 85%
21500-08	Biosolids Program <ul style="list-style-type: none"> • Continue to hold biweekly progress meetings with GHD. • Provided response to Water Board comments on the <i>Biosolids and Site Characterization Workplan</i> and <i>Sampling and Analysis Plan</i>. • Continue to assist the Purdue research team with its soil and groundwater sampling efforts. 	Continuous
21500-08	Flood Protection Plan <ul style="list-style-type: none"> • Submitted Flood Protection Plan prepared by ESA to the Water Board in compliance with the NOA. • Awaiting comments from the Water Board. 	95%
N/A	Sludge Lagoon Liner Replacement/Repair <ul style="list-style-type: none"> • The repair of the sludge lagoon liner has been removed from the biosolids land application project due to project constraints. • Staff is working on UPCCAA informal bid package to repair/replace the liner after the lagoons are emptied. 	50% (Design)
22125-02	Standard Specifications and Drawings Update <ul style="list-style-type: none"> • Awarded contract to Hazen & Sawyer to update the 2000 LGVSD Standard Specifications and Drawings. • Held kick-off meeting in July 2023 to review project progress and discuss next steps. 	10%
24125-03	On-Call Engineering Contract (2023-2024) <ul style="list-style-type: none"> • Obtaining proposals for FY 2023-24 contract. 	Continuous
24125-02	On-Call Inspection Contract (2023-2024) <ul style="list-style-type: none"> • Executed FY 2023-24 contract with Bellecci & Associates for collection system, development, and other projects as necessary. 	Continuous
LAND DEVELOPMENT		
	245 Nova Albion Way <ul style="list-style-type: none"> • Total of 100 living units. • Pending Land Development Ad Hoc Committee discussion. 	
	350 Merrydale Rd <ul style="list-style-type: none"> • Construction of 45 townhouses/condominiums. • Reviewed sewer improvement plans and provided comments. • Pending Board approval of issuance of Will Serve Letter. 	
	Los Gamos Apartments <ul style="list-style-type: none"> • Total of 192 apartment units. • Pending formal submittal of plans and specifications from the developer. 	
	Northgate Redevelopment - 5800 Northgate Mall <ul style="list-style-type: none"> • Redevelop Northgate Mall to include both retail and multi-family units. <i>Project Concept 2025: retail space plus 965 multi-family units</i> <i>Project Concept 2040: retail space plus 1374 multi-family units</i> • Pending Land Development Ad Hoc Committee discussion. 	
	WildCare Temporary Building - 251 North San Pedro Rd <ul style="list-style-type: none"> • WildCare submitted plans for approval of temporary portable trailers, small sheds, and animal caging for operation during construction of new facilities at its permanent location. 	

Job No.	Project Name/Updates	% Completion
	Other Projects Reviewed by Staff (Will Serve Letters Issued):	
	<ul style="list-style-type: none"> • 2 Bay Laurel – New ADU • 208 Los Ranchitos Rd – New ADU • 1499 Lucas Valley Rd – New ADU • 44 Circle Rd – New Single Family Residence • Pet Emergency & Specialty Center of Marin at 1 Thorndale Dr – Conversion of Existing Office Building to Pet Clinic • 33 Meadow Dr – New ADU 	
	Other Projects Reviewed by Staff (Will Serve Letters Not Required):	
	<ul style="list-style-type: none"> • 26 Point Gallinas Rd – Residential Interior Remodel and Addition • 74 Circle Rd – New Garage • 34 Roosevelt Ave – Residential Interior Remodel and Addition 	
	Building Permit Lists	
	<ul style="list-style-type: none"> • Reviewed building permit lists from City of San Rafael: <ul style="list-style-type: none"> - Issued 4 request for information letters • Reviewed building permit lists from Marin County: <ul style="list-style-type: none"> - Placed 17 permit holds - Released 15 permit holds 	
SEWER LATERAL VIDEO INSPECTION - COLLECTIONS DEPARTMENT		
	<ul style="list-style-type: none"> • Reviewed 36 sewer lateral inspection videos and issued Letters of Findings. 	



FINANCE

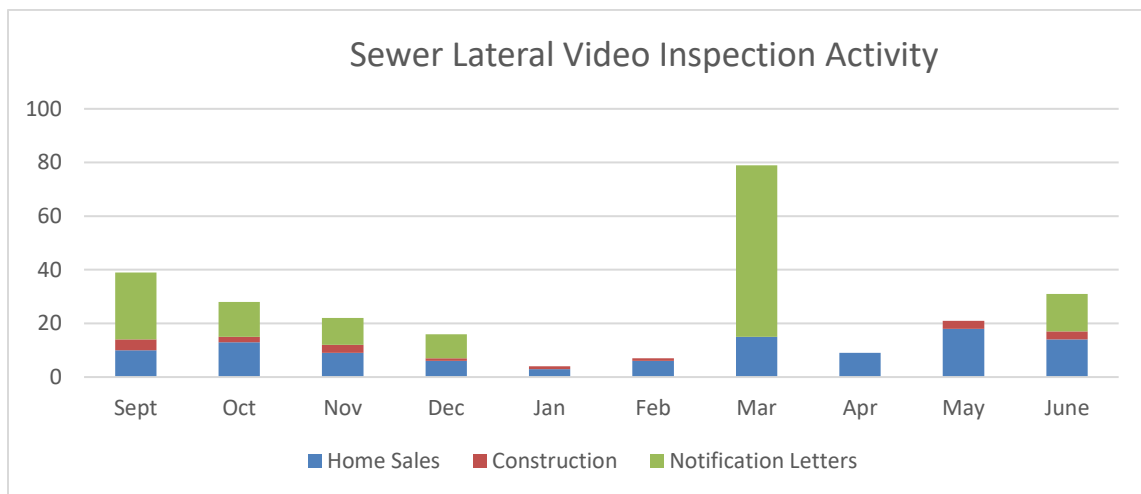
- Sewer Use Charge Cost for Service and Rate Study by Hildebrand Consulting and Proposition 218 Notice for fiscal years 2023-24 through 2026-27 completed. The Public Hearing was held on June 30, 2023 and the maximum rates for the next four fiscal years was approved by the Board.
- Marin Water provided commercial and residential water use data which was used to calculate the Sewer User Charge for fiscal year 2023-24.
- Government Finance Officers Association’s (GFOA’s) Annual Conference attended by Administrative Services Manager McDonald in May.
- Caselle Accounting Enterprise Resource Planning software system went live on June 13. QuickBooks ran in parallel through the end-of-fiscal year June 30. Implementation and training continued into July.
- Audit Engagement with Nigro & Nigro for fiscal year 2022-2023 kicked off in June.
- Budget for fiscal year 2023-24 was adopted on June 30.
- California Employers’ Retiree Benefit Trust (CERBT) Valuation Packet submitted to CalPERS along with Other Post-Employment Benefits (OPEB) retiree actuarial valuation based on valuation date of June 30, 2022.
- Quarterly recycled water use through June 30 is beginning to increase, which is a normal summer pattern. Recoverable recycled water Operation & Maintenance (O&M) costs are collected quarterly from Marin Water (MMWD) and North Marin Water District (NMWD) based on their proportional share of recycled water received. The billing was \$34,501 and \$6,822 respectively.



ADMINISTRATION

- Schedule of Values (SOV) for District capital assets reviewed and updated for Property Insurance renewal application.

- Pooled Liability, Property Program, and Alliant Crime Insurance Program renewals submitted to CSRMA.
- Summer 2023 Heron Newsletter published.
- Marin County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) meetings attended on April 6 and May 3. Critical Infrastructure and Hazard Ranking details provided to consultant to be included in the MJHMP under development. A comprehensive evaluation of hazards was undertaken at the county, regional, and watershed level to best address hazards facing the District and strengthen opportunity for grant funding at the earliest opportunity, in 2024. A separate Local Hazard Mitigation Plan with direct engagement with OES/FEMA was not pursued.
- Eleven Resolutions of the Board drafted, approved, and processed including review of the remaining District Board Policies.
- A total of nine regular and special Board meetings were held during this 3-month period.
- Two additional Low-Income Sewer Rate Assistance Program (LISRAP) applications were received. A total of 19 applications have been received and 16 approved. There are 3 pending LISRAP applications waiting for support documents to be received.
- Sewer Lateral Inspection Program activity has remained steady over the last three months. Administration support was provided on 47 inspection applications between April 1 and June 30. Of these, 41 were triggered by home sales and 6 were initiated by construction permits. There were 14 notification letters 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 inspected.



- Sewer Lateral Replacement Program continues to provide an option to homeowners interested in payment assistance for their sewer lateral replacement. A total of 116 properties are participating in the loan program as of June 30. Two loans were repaid, and no new applications were processed this quarter.

- Planning for redesign of District website began, vendors identified, and initial web redesign presentation made by Streamline to District staff.

HUMAN RESOURCES

- Vacant Plant Operator position filled on May 1. Plant operations fully staffed as of June 30.
- The third recruitment effort for the Electrical Instrumentation Technician (EIT) was successful. Offer made and accepted, employee to start work August 21.
- Successor Memorandum of Understanding (MOU) bargaining sessions with Operating Engineers Local 3 (OE3) held on April 12, May 3, May 17, May 31, June 7, June 22, and June 28.
- CPS HR Consulting continues to provide Human Resource support to the District.
 - a. Weekly meetings held with Cheri Fairchild, CPS HR Project Coordinator, to discuss ongoing HR issues.
 - b. Feedback to management provided on specific HR issues.
 - c. Updates to the Personnel Policies & Procedures manual were drafted to incorporate harassment policy changes and recent legislatively enacted leaves among other changes. Final policy revisions to be presented to the Board after MOU successor language incorporated into manual.

SOLID WASTE and SB 1383 ORGANIC RECYCLING

- Zero Waste Marin (ZWM) Board meeting was held on April 20 and was attended by Administrative Services Manager McDonald to stay abreast of issues related to SB 1383 enforcement and reformation of the ZWM Local Area Task Force
- The Annual Marin Sanitary Service (MSS) Franchiser Group meeting was held on May 2.
- Marin Franchisor’s Group, which LGVSD is one of seven member agencies, contracted with R3 Consulting Group to provide consulting services for the 2024 Solid Waste Rate Setting Process and to review MSS’s 2024 Indexed Rate Application.
- Preliminary review of franchise fees collected indicates that the revenue resources are sufficient to reasonably cover the current costs of the District for conferring the benefit associated with the solid waste franchise agreement.

CONTRACTS / REQUEST FOR PROPOSALS

Contracts executed between April 1 and June 30 listed below:

<u>Vendor Name</u>	<u>Description</u>	<u>Manager</u>	<u>Date of Agreement</u>	<u>Term End Date</u>	<u>Contract Amount</u>

Custom Tractor Service	Reclamation Pastureland Irrigation Operations and Maintenance	Liebmann	5/3/2023	6/30/2024	\$121,400
Kemira Water Solutions	BACC Chemical Bids - Ferric Chloride	Liebmann	5/15/2023	6/30/2024	See File
EOA	Technical Support for Regulatory Permits and NPDES Permit Reissuance 2023-2026	Liebmann	5/8/2023	6/30/2026	\$499,600
West Yost	Grant Funding Support	Paxton	6/7/2023	6/30/2024	\$74,960
Du-All	Onsite Safety Consultant Services Amendment #2	Pease	6/15/2023	6/30/2024	\$56,736
Preparative Consulting	Emergency Management and Business Continuity Plan Amendment #1	Pease	6/20/2023	6/30/2024	\$67,661
Data Instincts	Public Information and Awareness Amendment #1	McDonald	6/13/2023	8/31/2023	\$10,000
Regional Government Services	Human Resources, Financial Management, Organizational Services Amendment #3	McDonald	6/20/2023	6/30/2024	\$64,500
Caselle	Extension of implementation term - no change in amount	McDonald	6/12/2023	8/30/2023	N/A

PENDING AGENDA ITEM REQUESTS – STATUS REPORT


#	Item Description	Date	Responsible	Status / Notes
1	Grant Funding report on opportunities	12/16/2021	Curtis	West Yost to provide services
2	Public Use of Reclamation Area	1/6/2022	Dale	Revise Ordinance
3	Electrical Vehicle Study	6/16/2022	Curtis	Develop Scope of Work
4	Status of SB 1383 Enforcement	11/3/2022	Dale	Report in October
5	CalPERS OPEB Liability and Funding Status	12/15/2022	Dale	Report in October
6	Diversity, Equity, Inclusion Policy	3/2/2023	Dale	Develop
7	Emergency Preparedness	3/2/2023	Greg	Presentation to Board
8	Environmental Preferable Purchasing Policy		Dale	Develop
9	Real Property Administration		Mike	Develop



Item Number 3.6

GM Review CP

Agenda Summary Report

To: Board of Directors
 From: Dale McDonald, Administrative Services Manager 
 (415) 526-1519 dmcDonald@lqvsd.org
 Meeting Date: September 7, 2023
 Re: Quarterly Treasurer’s & Financial Reports as of June 30, 2023
 Item Type: Consent _____ Action _____ Information X Other _____
 Standard Contract: Yes _____ No _____ (See attached) Not Applicable X .

STAFF RECOMMENDATION

Information only

BACKGROUND

Board Policy F-20-10, Financial Reporting, and Board Policy F-70-120, Investment Reporting, require that quarterly reports be submitted to the Board. It is prudent and beneficial to present these reports to the Board at the same time.

TREASURER’S INVESTMENT REPORT

Pursuant to the State of California Government Code Section 56300, the District’s investment policy adopted on July 21, 2022, and industry best practices, staff prepares a quarterly report on the District’s cash position, investments, and liquidity.

As specified in California Government Code Section 53646(e), if all funds are placed in Local Agency Investment Fund (LAIF), FDIC-insured accounts and/or in a county investment pool, the reporting elements may be replaced by copies of the latest statements from such institutions.

The attached Treasurer’s Report presents the District’s bank and investment account balances as of June 30, 2023. Total investments of \$24,075,052 are held in the Local Agency Investment Fund (LAIF) and in two restricted debt service accounts, which reflect a decrease of \$1,401,871 during the previous twelve-month period.

Included with the Treasurer’s Report is the LAIF remittance advice from the State Controller’s Office which includes a report on earnings ratio, interest rate, and current market value. The LAIF report for the quarter ending June 30, 2023 shows the interest rate of 3.15% up from 2.74% in March, with quarterly interest earned of \$181,867.

The District is required to maintain cash in debt reserve funds, equal to one year’s debt service for the State Revolving Fund and for the loans from Bank of Marin. The Quarterly Account Summary for the Bank of Marin Certificates of Deposit are included with this Treasurer’s Report.

The District’s investments comply with its investment policy and the District has sufficient funds available to meet its obligations for the next six months.



QUARTERLY FINANCIAL REPORT

District staff is required to provide a quarterly summary report that compares actual revenues and expenditures to budgeted amounts, including relevant information on debt proceeds and debt service payments.

Cash Balance

The District has \$30,690,796 of cash and investments on hand as of June 30, 2023; a decrease of \$4.3M from June 30, 2022 primarily due to construction expenditures related to the Secondary Treatment Plant Upgrade and Recycled Water Expansion (STPURWE) Project.

The operating account balance fluctuates based on operating needs and it is not uncommon for the balance to change over the prior quarter or year. Of the cash on hand, the District has designated portions of it for the following uses:

- Encumbrances of \$9,601,704 for capital projects and services as of June 30, 2023.
- Reserves of \$9,074,941 pursuant to the District's policies.
- Connection fees of \$797,904 which are available only to fund capacity related projects.
- Debt service restricted reserve funds of \$909,067 as required by loan covenants.
- Accumulation of \$400,129 in cash for the Private Sewer Lateral Assistance program.
- Special assessment funds for operation and maintenance of the pump stations at Marin Lagoon and Captains Cove of \$10,538 and \$3,657, respectively.

After subtracting the \$20.8M of designated and encumbered funds above, the District is left with \$9.9M in unrestricted funds as of June 30.

The District will utilize these unrestricted funds to cover unencumbered operating expenses and capital outlay during the revenue gap between July and December while waiting for the first installment of sewer service charge and property tax revenue collected by Marin County to be deposited in December.

Profit & Loss Budget vs. Actual Financial Statement

Attached are the quarterly financial statements as of June 30, 2023, with highlights explaining significant variances and analysis below.

Revenue

- Permits and Inspection Fees (#9022) revenue was lower than anticipated, most likely due to a decrease in home sales over the prior year which would have otherwise triggered inspections.
- Miscellaneous Income (#9773) includes the settlement payment for the remaining warranty value on the older Sharp solar panels.
- Interest Income (#9200) was higher as interest rates rose over the prior year. Interest income from all accounts was \$441,478, over anticipated revenue by \$339,767.



Expenditures

- Salary and Benefit (#1001) costs were approximately 7% under budget for the year.
- Workers Compensation (#1701) expenses have increased along with increased employee positions and salaries. A pooled deposit of \$106,073 was paid in July 2022 based on forecasted salary. A final premium audit for the 2021-2022 period was completed in December which resulted in an additional expense of \$30,541.
- Chemical costs remain high, both from the rise in price and the volume of use over the winter storms. Both Hypochlorite (#2107) and Bisulfite (#2110) were over budget.
- Other Outside Services (#2326) budget included bio-wheels maintenance support. The delay in completing the STPURWE project has resulted in a delay in recognizing outside maintenance as an operating cost.
- Other Consultants (#2360) costs are over budget because two mid-year consulting contracts with West Yost were approved after the original budget was adopted, one for cyber engineering and training for \$50K and the second for a cyber baseline assessment of the wastewater treatment plant and collection system for \$50K.
- Utility Power (#2535) costs will continue to be high until the new solar power system installation is complete. Additional Net Energy Metering (NEM) True-Up Charges of \$117,944 for the period August 2022 through July 2023 was recently billed and paid in August 2023.
- Office Supplies & Equipment (#2133) were over budget primarily due to replacement of obsolete computer equipment and network upgrades at the plant and District office. Higher copier and printing costs along with supplies to support new employee positions also contributed to the increase over the prior year.
- Computer Software & Services (#2716) has been separated into three accounts to properly account for Subscription-Based Information Technology Arrangements (SBITA) as required by GASB 96.

Total Operating & Maintenance expenses, including debt service, of \$15,428,034 reached 97% of budget through June 30, 2023.

Capital outlay expenditures reached 51% of budget as of June 30, 2023. A total of \$9,030,551 was spent out of an available \$17,676,068. The remaining balance of unspent capital carryover funding was allocated towards capital projects in the fiscal year 2023-2024 budget.

PREVIOUS BOARD ACTION

N/A

ENVIRONMENTAL REVIEW

N/A

FISCAL IMPACT

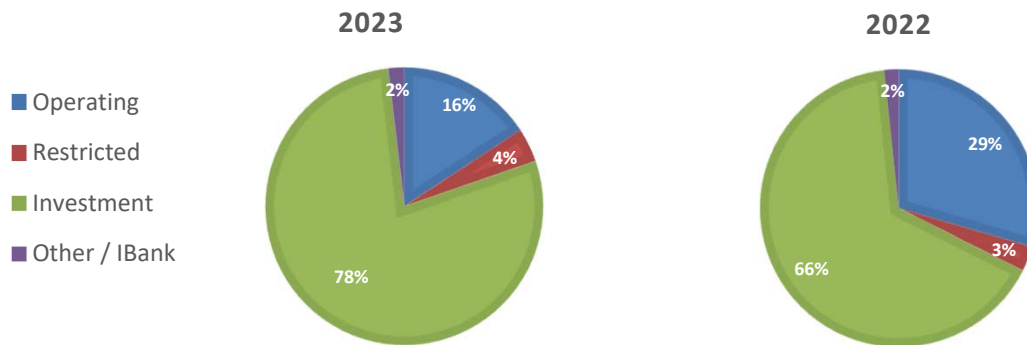
See above.

**Las Gallinas Valley Sanitary District
Treasurer's Report - Operating and Investment Accounts
June 30, 2023**

I. Account Summary: Bank and Investment Accounts Accounts Summary	June		Change from Previous Year
	2023	2022	
Summary of Bank and Investment Accounts			
OPERATIONS:			
Bank of Marin			
Operating Accounts	4,608,966	9,923,442	(5,314,476)
Liquid Savings	226,493	225,758	735
Private Sewer Lateral Rehab	400,129	388,210	11,919
Surcharge-Marín Lagoon	10,538	15,978	(5,440)
Surcharge-Captains Cove	3,657	1,498	2,159
Connection Fee	797,904	587,687	210,216
Capital Project Reserve Fund Money Market 3983	23	666,020	(665,996)
Petty cash	145	431	(286)
Investment Accounts			
Debt Service Reserve-Recycled Water	605,626	602,641	2,984
Debt Service Reserve-SRF Loan	303,441	301,946	1,495
Local Agency Investment Fund	23,165,985	21,768,594	1,397,391
Cash and Investments	\$ 30,122,907	\$ 34,482,206	\$ (4,359,299)
IBANK ISRF AGREEMENT:	567,760	567,760	-
RESTRICTED 2017 BOND			
US Bank Bond & Cost of Issuance Funds	\$ 129	\$ 123	\$ 6
TOTAL CASH AND INVESTMENTS	\$ 30,690,796	\$ 35,050,089	\$ (4,359,293)

II. Account Activity for Bank of Marin Accounts

Bank of Marin operating account activity is for paying regular operating expenses of the District. Funds are transferred from the Liquid Savings to the Operating account as needed.



Statement of Compliance:

The investments accounts are invested in compliance with the District's investment policy, adopted at the July 21, 2022 Board meeting and California Government Code Section 53600. In addition, the District does have the financial ability to meet its cash flow requirements for the next six months.

Prepared by: 
Dale McDonald, Administrative Services Manager

Approved by: _____
Curtis Paxton, General Manager



MALIA M. COHEN
California State Controller

LOCAL AGENCY INVESTMENT FUND
REMITTANCE ADVICE

Agency Name LAS GALINAS VLY SANITARY DIST
Account Number xx-xx-005

As of 07/14/2023, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 06/30/2023.

Earnings Ratio		.00008636172883763
Interest Rate		3.15%
Dollar Day Total	\$	2,105,879,371.05
Quarter End Principal Balance	\$	23,165,985.20
Quarterly Interest Earned	\$	181,867.38



Bank of Marin

PO Box 2039
Novato, CA 94948-2039

Account Number: xxx-xx5679
Statement Period: 03/31/23 - 06/30/23
Page: 1 of 1

Customer Service Information

Branch: 415-472-2265
Touch Tone Banking: 800-654-5111

Lost or Stolen Card:
24 hours 7 days per week 866-626-6004

Written Inquiries:
496 LAS GALLINAS AVE #4
SAN RAFAEL CA 94903

Visit us Online: www.bankofmarin.com

00008225 BOMB1110070123055234 01 0000
LAS GALLINAS VALLEY SANITARY DISTRICT
"BANK OF MARIN DEBT RESERVE"
101 LUCAS VALLEY RD SUITE 300
SAN RAFAEL CA 94903-1795

Important Notice

Bank of Marin's privacy policy is available for viewing and/or downloading at www.bankofmarin.com/privacypolicy.

Account Summary for PUBLIC FUNDS JMBO CD0003-715679

Total Current Balance \$605,625.82
Total Interest Year To Date \$1,481.77

Transaction Detail

Date	Description	Deposits	Withdrawals	Balance
03/31	Beginning Balance			\$604,896.76
04/30	Interest	729.06		605,625.82
06/30	Ending Balance			\$605,625.82

Deposit Number	0000-000001	Original Deposit Amount	\$569,178.89
Principal	\$571,431.58	Original Deposit Date	08/01/12
Current Balance	\$605,625.82	Last Maturity Date	08/01/20
Total Interest Year To Date	\$1,481.77	Current Term	60 Months, renewable
Current Rate	0.494%	Next Maturity Date	08/01/25





Bank of Marin

PO Box 2039
Novato, CA 94948-2039

00008228 BOMB1110070123055234 01 0000
LAS GALLINAS VALLEY SANITARY DISTRICT
101 LUCAS VALLEY RD SUITE 300
SAN RAFAEL CA 94903-1795

Account Number: xxx-xx6073
Statement Period: 03/31/23 - 06/30/23
Page: 1 of 1

Customer Service Information

Branch: 415-472-2265
Touch Tone Banking: 800-654-5111

Lost or Stolen Card:
24 hours 7 days per week 866-626-6004

Written Inquiries:
496 LAS GALLINAS AVE #4
SAN RAFAEL CA 94903

Visit us Online: www.bankofmarin.com

Important Notice

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Account Summary for PUBLIC FUNDS JMBO CD0003-716073

Total Current Balance \$303,441.24
Total Interest Year To Date \$746.52

Transaction Detail

Date	Description	Deposits	Withdrawals	Balance
03/31	Beginning Balance			\$303,071.85
04/29	Interest	369.39		303,441.24
06/30	Ending Balance			\$303,441.24

Deposit Number	0000-000001	Original Deposit Amount	\$286,304.76
Principal	\$286,304.76	Original Deposit Date	07/30/13
Current Balance	\$303,441.24	Last Maturity Date	07/30/20
Total Interest Year To Date	\$746.52	Current Term	60 Months, renewable
Current Rate	0.494%	Next Maturity Date	07/30/25



Las Gallinas Valley Sanitary District Profit & Loss Budget vs. Actual July 2022 through June 2023

Ordinary Revenue/Expense	Jul '22 - Jun 23	Budget	\$ Over Budget	% of Budget
Revenue				
9011 · Sewer Service Charge				
9007 · Special Assessment - Current	16,147,206.77	15,930,508.00	216,698.77	101.36%
9770 · Sewer Service Charge Direct Bil	961,060.73	980,000.00	-18,939.27	98.07%
9771 · Sewer Service Chrg Reimbrsmt PY	-45,287.20			
Total 9011 · Sewer Service Charge	17,062,980.30	16,910,508.00	152,472.30	100.9%
9880 · Recycled Water	141,568.67	172,000.00	-30,431.33	82.31%
9022 · Permits and Inspection Fees	37,750.00	71,745.00	-33,995.00	52.62%
9024 · Application Fees	7,250.00	3,775.00	3,475.00	192.05%
9101 · Private Sewer Lateral Program				
9102 · PSL Levy Principal	89,508.97	79,300.00	10,208.97	112.87%
9105 · PSL Direct Pay Off	10,758.58			
9101 · Private Sewer Lateral Program - Other	0.00	0.00	0.00	0.0%
Total 9101 · Private Sewer Lateral Program	100,267.55	79,300.00	20,967.55	126.44%
9773 · Miscellaneous Income	97,684.19	1,250.00	96,434.19	7,814.74%
9000 · Property Tax Revenue				
9001 · Property Tax - Current Secured	1,154,215.88	1,239,692.00	-85,476.12	93.11%
9002 · Property Tax - Current Unsecure	20,100.51	20,000.00	100.51	100.5%
9004 · Prior Secured Redemption	111.34	400.00	-288.66	27.84%
9006 · Prior Unsecured	1,135.94	2,000.00	-864.06	56.8%
Total 9000 · Property Tax Revenue	1,175,563.67	1,262,092.00	-86,528.33	93.14%
9040 · Supp. Assmnts - Property Tax				
9041 · Current Supplemental Assmnts	40,966.33	27,695.00	13,271.33	147.92%
Total 9040 · Supp. Assmnts - Property Tax	40,966.33	27,695.00	13,271.33	147.92%
9046 · ERAF	495,552.23	584,867.00	-89,314.77	84.73%
9280 · HOPTR	4,280.18	4,453.00	-172.82	96.12%
9021 · Franchise Revenue	166,059.34	169,776.00	-3,716.66	97.81%
9010 · Federal and State Grants	3,120.00	5,000.00	-1,880.00	62.4%
9015 · Donations (received)	4,750.00			
9033 · Insurance Dividends	0.00	0.00	0.00	0.0%
9023 · Connection Fees CapX	325,673.00	1,740,572.00	-1,414,899.00	18.71%
9881 · MMWD Buy-in & Bond Share CapX	388,733.03	619,633.00	-230,899.97	62.74%
9100 · Reimbursements				
9103 · Reimbursement for services	0.00	0.00	0.00	0.0%
9104 · Passthru (Expense 2355)	28,739.00	25,000.00	3,739.00	114.96%
9100 · Reimbursements - Other	0.00	0.00	0.00	0.0%
Total 9100 · Reimbursements	28,739.00	25,000.00	3,739.00	114.96%
9200 · Interest Income				
9208 · Interest on IBank ISRF	1,578.04			
9210 · Bank Interest	3,934.36	2,240.00	1,694.36	175.64%
9206 · Interest Connection Fees CapX	2,815.24	964.00	1,851.24	292.04%
9204 · Interest on Bond Funds	6.03	7.00	-0.97	86.14%
9209 · Interest - LAIF	397,390.96	63,600.00	333,790.96	624.83%

Las Gallinas Valley Sanitary District Profit & Loss Budget vs. Actual July 2022 through June 2023

	Jul '22 - Jun 23	Budget	\$ Over Budget	% of Budget
9201 · Interest on Reserves	4,592.76	4,500.00	92.76	102.06%
9211 · Interest PSL Program				
9212 · PSL Investment Interest	1,160.31	400.00	760.31	290.08%
Total 9211 · Interest PSL Program	1,160.31	400.00	760.31	290.08%
Total 9200 · Interest Income	411,477.70	71,711.00	339,766.70	573.8%
Total Revenue	20,492,415.19	21,749,377.00	-1,256,961.81	94.22%
Expense				
1001 · Employee Costs				
1001.1 · Salaries				
1003 · Regular Staff Salaries	3,562,206.42	4,071,400.00	-509,193.58	87.49%
1008 · Overtime	100,464.30	132,600.00	-32,135.70	75.77%
1011 · Doubletime	26,717.43	33,100.00	-6,382.57	80.72%
1010 · Stand By (pre-2008 Sick Pay)	99,380.21	92,500.00	6,880.21	107.44%
1014 · Emergency Response Stipend	56,122.16	46,900.00	9,222.16	119.66%
1015 · Certification Stipends	115,355.67	84,000.00	31,355.67	137.33%
1016 · Longevity Pay	102,999.97	71,200.00	31,799.97	144.66%
1005 · Contract Personnel	47,692.50	5,200.00	42,492.50	917.16%
1036 · Director's Compensation	65,702.00	80,600.00	-14,898.00	81.52%
1001.1 · Salaries - Other	0.00	0.00	0.00	0.0%
Total 1001.1 · Salaries	4,176,640.66	4,617,500.00	-440,859.34	90.45%
1001.2 · Employee Benefits				
1901 · COVID Leave	27,429.53	1,000.00	26,429.53	2,742.95%
1009 · Vacation/Sick Accrual	84,901.91	64,000.00	20,901.91	132.66%
1037 · Directors Health Benefits	10,593.55	9,700.00	893.55	109.21%
1404 · Social Security Expense	293,401.93	287,100.00	6,301.93	102.2%
1502 · Group Life Insurance	10,493.73	8,700.00	1,793.73	120.62%
1506 · Pension Expense				
1507 · PERS	720,954.19	787,500.00	-66,545.81	91.55%
Total 1506 · Pension Expense	720,954.19	787,500.00	-66,545.81	91.55%
1509 · Health Insurance				
1509.1 · Health Insurance-Actives	487,780.07	509,200.00	-21,419.93	95.79%
1509.3 · Health Insurance-Admin Fee	2,101.02	1,700.00	401.02	123.59%
1509.2 · Health Insurance-Retirees	99,840.22	112,900.00	-13,059.78	88.43%
1509.4 · Health Insurance-OPEB Pre-fund	139,560.00	163,200.00	-23,640.00	85.52%
Total 1509 · Health Insurance	729,281.31	787,000.00	-57,718.69	92.67%
1510 · Dental Insurance	44,440.97	16,500.00	27,940.97	269.34%
1514 · Vision Services	3,653.29	3,300.00	353.29	110.71%
1516 · Long Term Disability	29,113.26	34,100.00	-4,986.74	85.38%
2006 · Auto Allowance	10,981.14	16,800.00	-5,818.86	65.36%
Total 1001.2 · Employee Benefits	1,965,244.81	2,015,700.00	-50,455.19	97.5%
1006 · Payroll Processing Fees	24,596.15	24,900.00	-303.85	98.78%
Total 1001 · Employee Costs	6,166,481.62	6,658,100.00	-491,618.38	92.62%
2059 · Insurance				
1701 · Workers Comp Insurance	138,848.00	72,900.00	65,948.00	190.46%

Las Gallinas Valley Sanitary District Profit & Loss Budget vs. Actual July 2022 through June 2023

	Jul '22 - Jun 23	Budget	\$ Over Budget	% of Budget
2060 · Fire, General Casualty & Liab	267,222.49	230,000.00	37,222.49	116.18%
2061 · Fidelity Bond	1,100.00	1,100.00	0.00	100.0%
Total 2059 · Insurance	407,170.49	304,000.00	103,170.49	133.94%
2080 · Repairs and Maintenance				
2083 · Vehicle Parts & Repairs	54,736.31	31,600.00	23,136.31	173.22%
2096 · Building Maintenance	32,271.83	96,300.00	-64,028.17	33.51%
2097 · Grounds Maintenance	44,419.68	109,300.00	-64,880.32	40.64%
2538 · Power Generation Maint.& Rep	22,900.83	32,800.00	-9,899.17	69.82%
2365 · Equipment Maint	87,476.45	81,500.00	5,976.45	107.33%
2366 · Equipment Repair	185,995.49	174,900.00	11,095.49	106.34%
2367 · Capital Replacement	150,637.38	322,400.00	-171,762.62	46.72%
Total 2080 · Repairs and Maintenance	578,437.97	848,800.00	-270,362.03	68.15%
2331 · Reclamation Expenses				
2332 · General - Reclamation expenses	0.00	9,500.00	-9,500.00	0.0%
2333 · Pasture Disk	98,452.90	123,900.00	-25,447.10	79.46%
2334 · Sludge Inject	102,650.00	102,700.00	-50.00	99.95%
2335 · Marsh Pond Vegetation Removal	0.00	60,000.00	-60,000.00	0.0%
Total 2331 · Reclamation Expenses	201,102.90	296,100.00	-94,997.10	67.92%
2101 · Chemicals and Lab Supplies				
2107 · Hypochlorite	279,139.41	206,900.00	72,239.41	134.92%
2110 · Bisulfite	139,036.92	85,400.00	53,636.92	162.81%
2109 · Miscellaneous Chemicals	59,188.35	73,100.00	-13,911.65	80.97%
2115 · Laboratory Supplies	44,264.34	23,900.00	20,364.34	185.21%
Total 2101 · Chemicals and Lab Supplies	521,629.02	389,300.00	132,329.02	133.99%
2111 · Pollution Prevention				
2119 · Pollution Prevention Contract	24,488.73	11,700.00	12,788.73	209.31%
2111 · Pollution Prevention - Other	0.00	4,900.00	-4,900.00	0.0%
Total 2111 · Pollution Prevention	24,488.73	16,600.00	7,888.73	147.52%
2117 · Lab Contract Services	63,185.72	54,400.00	8,785.72	116.15%
2249 · Small Tools	14,627.76	24,600.00	-9,972.24	59.46%
2320 · Outside Services				
2321 · Personnel & HR Services	33,797.33	160,600.00	-126,802.67	21.04%
2322 · General	16,972.22	22,000.00	-5,027.78	77.15%
2323 · Labor Relations	16,392.34	16,400.00	-7.66	99.95%
2324 · Janitorial	23,988.44	22,500.00	1,488.44	106.62%
2326 · Other Outside Services	17,145.93	111,700.00	-94,554.07	15.35%
2327 · Uniform Maintenance	14,304.61	13,600.00	704.61	105.18%
2360 · Other Consultants	294,982.33	198,700.00	96,282.33	148.46%
Total 2320 · Outside Services	417,583.20	545,500.00	-127,916.80	76.55%
2330 · Damage Claims	0.00	20,000.00	-20,000.00	0.0%
2356 · Engineering				
2354 · SCADA Engineering Support	77,571.23	67,200.00	10,371.23	115.43%
2355 · Passthru	29,165.00	1,200.00	27,965.00	2,430.42%
2357 · Environmental	149,765.50	186,400.00	-36,634.50	80.35%

Las Gallinas Valley Sanitary District Profit & Loss Budget vs. Actual July 2022 through June 2023

	Jul '22 - Jun 23	Budget	\$ Over Budget	% of Budget
2358 · General Small Projects	24,271.00	14,700.00	9,571.00	165.11%
2359 · Feasibility Studies	53,083.00	91,600.00	-38,517.00	57.95%
Total 2356 · Engineering	333,855.73	361,100.00	-27,244.27	92.46%
2362 · General Operating Supplies	23,207.96	61,400.00	-38,192.04	37.8%
2530 · Utilities				
2533 · Internet Services	11,291.90	7,800.00	3,491.90	144.77%
2534 · Contract Telephone	44,994.55	49,600.00	-4,605.45	90.72%
2535 · Utility Power	824,544.50	476,100.00	348,444.50	173.19%
2536 · Water	47,015.69	33,900.00	13,115.69	138.69%
Total 2530 · Utilities	927,846.64	567,400.00	360,446.64	163.53%
2501 · Fuels				
2502 · Diesel	16,053.49	14,400.00	1,653.49	111.48%
2503 · Propane	6,897.29	8,500.00	-1,602.71	81.15%
2504 · Vehicle Gas	19,573.31	12,700.00	6,873.31	154.12%
2505 · Vehicle Natural Gas	1,005.07	4,200.00	-3,194.93	23.93%
2506 · Oil (vehicle and drum product)	3,123.49	3,200.00	-76.51	97.61%
Total 2501 · Fuels	46,652.65	43,000.00	3,652.65	108.5%
2389 · Misc Safety Exp - Lgvsd only	57,715.67	49,000.00	8,715.67	117.79%
2397 · Safety Contractor Services	57,469.32	57,400.00	69.32	100.12%
2801 · Lateral Rehab Assistance Prog	68,045.00	59,800.00	8,245.00	113.79%
2802 · Low-Income Sewer Rate Ast Prog	1,568.00	50,000.00	-48,432.00	3.14%
2400 · General and Administrative				
2499 · COVID-19 Expenses	0.00	1,700.00	-1,700.00	0.0%
2129 · Election Expenses	250.00	25,000.00	-24,750.00	1.0%
2133 · Office Supplies & Equipment	70,539.73	42,800.00	27,739.73	164.81%
2134 · Meeting Supplies & Expen	5,292.01	2,100.00	3,192.01	252.0%
2135 · Bank Charges	1,850.00	200.00	1,650.00	925.0%
2137 · Donations to non-profits	9,000.00	10,000.00	-1,000.00	90.0%
2221 · Publications & Legal Ads	13,397.76	12,800.00	597.76	104.67%
2223 · Public Education	59,846.96	74,700.00	-14,853.04	80.12%
2246 · Rents & Leases - Office & Equip	135,196.85	192,700.00	-57,503.15	70.16%
2264 · Taxes, Other	1,397.00	1,900.00	-503.00	73.53%
2272 · Memberships	54,522.73	69,100.00	-14,577.27	78.9%
2363 · Permits and Fees	77,859.34	119,300.00	-41,440.66	65.26%
2364 · Penalties and Fines	66,384.70			
2477 · Conferences	67,965.85	52,600.00	15,365.85	129.21%
2479 · Mileage & Travel	413.87	4,600.00	-4,186.13	9.0%
2713 · Legal				
2714 · Legal MPFA	500.00			
2713 · Legal - Other	104,721.25	186,600.00	-81,878.75	56.12%
Total 2713 · Legal	105,221.25	186,600.00	-81,378.75	56.39%
2716 · Computer Software & Services				
2716.1 · Consultant IT Services	68,584.61			
2716.2 · Incidental Software	30,094.06			

Las Gallinas Valley Sanitary District Profit & Loss Budget vs. Actual July 2022 through June 2023

	Jul '22 - Jun 23	Budget	\$ Over Budget	% of Budget
2716.3 · Subscription Software SaaS	49,110.00			
2716 · Computer Software & Services - Other	0.00	97,600.00	-97,600.00	0.0%
Total 2716 · Computer Software & Services	147,788.67	97,600.00	50,188.67	151.42%
2717 · Audit	29,840.00	27,200.00	2,640.00	109.71%
2718 · Financial Services	26,669.00	35,400.00	-8,731.00	75.34%
9778 · User Chg / Collection Fee Exp.	34,356.72	36,900.00	-2,543.28	93.11%
9786 · Employee Recognition	6,922.55	5,600.00	1,322.55	123.62%
9787 · Employee Education & Training	14,927.26	49,400.00	-34,472.74	30.22%
9999 · Miscellaneous expense	59,600.00	4,200.00	55,400.00	1,419.05%
Total 2400 · General and Administrative	989,242.25	1,052,400.00	-63,157.75	94.0%
9800 · Debt Service				
9810 · Principal Payments				
9811 · 2004 COP/Refunded Principal	630,000.00	630,000.00	0.00	100.0%
9812 · IBank Principal	359,654.11	359,654.00	0.11	100.0%
9813 · State Revolving Fund Loan Princ	218,699.40	218,699.00	0.40	100.0%
9814 · 2011Bank of Marin Loan Principa	237,887.71	237,888.00	-0.29	100.0%
9815 · 2012Bank of Marin Loan Principa	39,064.29	39,064.00	0.29	100.0%
9816 · 2017 Revenue Bonds Principal	1,110,000.00	1,110,000.00	0.00	100.0%
Total 9810 · Principal Payments	2,595,305.51	2,595,305.00	0.51	100.0%
9820 · Interest Payments				
9821 · 2004 COP/Refunded Interest	78,665.40	78,665.00	0.40	100.0%
9822 · IBank Loan Interest	324,085.54	324,086.00	-0.46	100.0%
9823 · State Revolving Fund Loan Inter	66,765.05	66,765.00	0.05	100.0%
9824 · 2011Bank of Marin Loan Interest	94,793.69	94,794.00	-0.31	100.0%
9825 · 2012Bank of Marin Loan Interest	160.56	160.00	0.56	100.35%
9826 · 2017 Revenue Bonds Interest	1,335,000.00	1,335,000.00	0.00	100.0%
Total 9820 · Interest Payments	1,899,470.24	1,899,470.00	0.24	100.0%
9830 · Loan Annual Fees - IBank	32,948.03	32,948.00	0.03	100.0%
Total 9800 · Debt Service	4,527,723.78	4,527,723.00	0.78	100.0%
Total Expense	15,428,034.41	15,986,623.00	-558,588.59	96.51%
Net Ordinary Revenue	5,064,380.78	5,762,754.00	-698,373.22	87.88%
Other Revenue/Expenditures				
Other Revenue				
9900 · Interfund Transfers In/Out				
9860 · Transfer - I Bank Loan	0.00	567,760.00	-567,760.00	0.0%
Total 9900 · Interfund Transfers In/Out	0.00	567,760.00	-567,760.00	0.0%
Total Other Revenue	0.00	567,760.00	-567,760.00	0.0%
Other Expenditures (Capital Outlay)				
4000 · Construction Projects				
Administration Improvements				
4826 · Website Improvement	0.00	25,000.00	-25,000.00	0.0%
4825 · Caselle Accounting Software	4,090.94	53,798.00	-49,707.06	7.6%
4873 · Fleet Maintenance Software Annu	0.00	2,160.00	-2,160.00	0.0%
4872 · IT Pipes Software Upgrade-Video	27,200.00	35,000.00	-7,800.00	77.71%

Las Gallinas Valley Sanitary District Profit & Loss Budget vs. Actual July 2022 through June 2023

	Jul '22 - Jun 23	Budget	\$ Over Budget	% of Budget
4871 · Standard Specs & Drawings Updat	2,132.50	50,000.00	-47,867.50	4.27%
4870 · Sea Level Rise Mitigation Progr	965.25	100,000.00	-99,034.75	0.97%
4861 · OCC Admin Building Design	67,590.00	1,525,000.00	-1,457,410.00	4.43%
4821 · Drafting AutoCAD Computers	1,741.68	6,000.00	-4,258.32	29.03%
4361 · Administrative Equipment	0.00	0.00	0.00	0.0%
4362 · Integrated Wastewater MP	130,244.40	548,910.00	-418,665.60	23.73%
Total Administration Improvements	233,964.77	2,345,868.00	-2,111,903.23	9.97%
Collection System Improvements				
4153 · Annual Sewer Rehab	76,925.00	400,000.00	-323,075.00	19.23%
4377 · Trunk Sewer Capacity Analysis	8,560.20	730,927.00	-722,366.80	1.17%
4413 · Geographical Information System	10,000.00	40,000.00	-30,000.00	25.0%
Total Collection System Improvements	95,485.20	1,170,927.00	-1,075,441.80	8.16%
Pump Station Improvements				
4173 · Venetia Harbor PS	310.50			
4162 · SCADA pump stations	10,734.60			
Total Pump Station Improvements	11,045.10			
Recycled Water Improvements				
4501 · Recycled Water Facility	909,390.26	7,315,476.00	-6,406,085.74	12.43%
Total Recycled Water Improvements	909,390.26	7,315,476.00	-6,406,085.74	12.43%
Treatment Plant Improvements				
4852 · Maint Shop & Locker Room Improv	0.00	50,000.00	-50,000.00	0.0%
4851 · Annual Plant Paving Various Loc	0.00	60,000.00	-60,000.00	0.0%
4849 · Plant Lighting Improvement Elec	0.00	50,000.00	-50,000.00	0.0%
4117 · On-Call Construction/Engineerin	404,535.34	354,910.00	49,625.34	113.98%
4225 · Secondary Plant Upgrade	5,390,154.62	1,290,966.00	4,099,188.62	417.53%
4330 · Solar Phase II	0.00	300,000.00	-300,000.00	0.0%
4440 · Spare Parts	0.00	40,000.00	-40,000.00	0.0%
Total Treatment Plant Improvements	5,794,689.96	2,145,876.00	3,648,813.96	270.04%
Total 4000 · Construction Projects	7,044,575.29	12,978,147.00	-5,933,571.71	54.28%
4200 · Capacity and Effluent Quality				
Collection Improvements				
4415 · Tractor for camera - CSO	17,036.48			
4154 · Collection System Vehicles				
4154-4 · 4" Trash Pump	39,970.13			
Total 4154 · Collection System Vehicles	39,970.13			
4412 · Creek and Watershed Programs	77,576.24	75,000.00	2,576.24	103.44%
4808 · Hydraulic Modeling	172,014.45			
Total Collection Improvements	306,597.30	75,000.00	231,597.30	408.8%
Pump Station Improvements				
4876 · St. Vincent Pump Station Improv	16,298.00	100,000.00	-83,702.00	16.3%
4875 · Mulligan PS Wetwell Upgrade	0.00	60,000.00	-60,000.00	0.0%
4874 · Rafael Meadows Pump Station	0.00	180,000.00	-180,000.00	0.0%
4837 · Annual PS Facility PavingVariou	0.00	35,000.00	-35,000.00	0.0%
4835 · Emergency Bypass Pumping Analys	28,652.25	105,000.00	-76,347.75	27.29%

Las Gallinas Valley Sanitary District Profit & Loss Budget vs. Actual July 2022 through June 2023

	Jul '22 - Jun 23	Budget	\$ Over Budget	% of Budget
4834 · Automatic Transfer Switches PS	45,717.50	260,000.00	-214,282.50	17.58%
4833 · Shock Arc Flash Analysis PS	143.00			
4832 · Fencing Improvements Various	6,613.33	60,000.00	-53,386.67	11.02%
4831 · Pump Station Site Lighting Safe	35,299.40	241,877.00	-206,577.60	14.59%
4830 · Standby/Towable Generator Minor	328,063.18	357,044.00	-28,980.82	91.88%
4828 · Smith Ranch PS Electrical Upgra	37,996.85	300,000.00	-262,003.15	12.67%
4238 · Captain Cove Pump Station Upgrd	1,647.50	50,000.00	-48,352.50	3.3%
4246 · Rafael Meadows PS Electrical	111,727.75	160,000.00	-48,272.25	69.83%
4481 · Marin Lagoon Pump Station	18,363.87			
4485 · Pump Station Pump Replacement	138,043.45			
Total Pump Station Improvements	768,566.08	1,908,921.00	-1,140,354.92	40.26%
Treatment Plant Improvements				
4878 · Primary Clarifier #1 Repair	0.00	300,000.00	-300,000.00	0.0%
4299 · Asset CMMS Onboarding	0.00	400,000.00	-400,000.00	0.0%
4862 · Digester Improvement	0.00	300,000.00	-300,000.00	0.0%
4856 · Shock Arc Flash Analysis Plant	143.00			
4855 · Misc Plant Equip Demo Disposal	220.50	30,000.00	-29,779.50	0.74%
4848 · Grit Chambers Coating & Auger	57,693.75	300,000.00	-242,306.25	19.23%
4846 · Digester Room MCC#2 Upgrade	45,073.60	682,000.00	-636,926.40	6.61%
4217 · Engineering/Incidentals	189,394.05	45,000.00	144,394.05	420.88%
4328 · Flow Equalization	837.50	375,000.00	-374,162.50	0.22%
4488 · All Plant Vehicles	31,712.33			
4801 · Equipment	14,284.64			
Total Treatment Plant Improvements	339,359.37	2,432,000.00	-2,092,640.63	13.95%
Reclamation Improvements				
4334 · Solar Power Purchase Agreement	25,550.65			
4859 · Biosolids System Program	333,892.52	107,000.00	226,892.52	312.05%
4843 · Shock Arc Flash Analysis Reclam	11,496.00			
4841 · Pasture Irrigation System Study	0.00	45,000.00	-45,000.00	0.0%
4838 · Reclamation Pump Station Improv	1,110.00	130,000.00	-128,890.00	0.85%
4262 · Replace Pivots 1, 3,4 & 5	159,892.00			
4332 · Water Reclamation	3,250.00			
4459 · Miscellaneous Replacements	36,261.73			
Total Reclamation Improvements	571,452.90	282,000.00	289,452.90	202.64%
Total 4200 · Capacity and Effluent Quality	1,985,975.65	4,697,921.00	-2,711,945.35	42.27%
Total Other Expenditures (Capitlay Outlay)	9,030,550.94	17,676,068.00	-8,645,517.06	51.09%
Net Other Revenue	-9,030,550.94	-17,108,308.00	8,077,757.06	52.79%
Net Revenue	-3,966,170.16	-11,345,554.00	7,379,383.84	34.96%




Item Number _____ 3.7 _____

GM Review ___CP_____

Agenda Summary Report

To: Board of Directors

From: Dale McDonald, Administrative Services Manager 
(415) 526-1519 dmcdonald@lqvsd.org

Meeting Date: September 7, 2023

Re: Report on Point Blue Conservation Science’s STRAW Program 2022-2023

Item Type: Consent _____ Action _____ Information X Other _____.

Standard Contract: Yes _____ No _____ (See attached) Not Applicable X .

STAFF RECOMMENDATION

Receive report from Laurette Rogers, STRAW Founder and Ambassador, Point Blue Conservation Science on their Students and Teachers Restoring A Watershed (STRAW) program.

BACKGROUND

On September 1, 2022, Point Blue Conservation Science requested continuing support from the Las Gallinas Valley Sanitary District for the restoration of Miller Creek, the longest restoration project in the STRAW program. Students have been involved in the restoration of Miller Creek every year since 1999.

A request for a \$9,000 donation was made to educate students and restore degraded riparian habitat in the Miller Creek watershed during the 2022-2023 school year.

The District’s Donation Policy F-140 establishes formal procedures for allocating funds to nonprofit community groups requesting contributions from the District. Recipients of the donation must provide a written report to the District within six months of the event program end date. The program end date was the end of the school year in June 2023.

STRAW is part of the Education and Outreach Group of Point Blue Conservation Science. The most recent audited financials for fiscal year April 1, 2021 to March 31, 2022 is available at the District office for review.

PREVIOUS BOARD ACTION

On September 1, 2022, the Board approved a \$9,000 donation to help fund the STRAW program in fiscal year 2022-2023.

ENVIRONMENTAL REVIEW

N/A

FISCAL IMPACT

None.



3820 Cypress Drive #11, Petaluma, CA 94954
T 707.781.2555 | F 707.765.1685

July 24, 2023

Las Gallinas Valley Sanitary District Board
Smith Ranch Road
San Rafael, CA 94903

Dear Board Members,

Thank you once again for your donation of \$9,000 to Point Blue's Students and Teachers Restoring A Watershed (STRAW) Program for the 2022-2023 school year, our biggest year ever with 180 restoration days! Because of your ongoing support, we were again able to engage Miller Creek Middle School (MCMS) students and teachers in three days of habitat restoration on Miller Creek. It is the only site where we've been able to return every year since 1999. Your donation enabled us to work with five science teachers and their 360 6th, 7th, and 8th grade students. As in past years, restoration activities included non-native invasive removal as well as the planting of 60 native plants and transplanting of native sedge.

STRAW Education Staff and Apprentices facilitated pre-restoration lessons in the classroom on Designing a Riparian Area. The students learned the story of STRAW, and how this year's restoration days relate to our shared restoration work and vision at Miller Creek through the decades. Next, students had the opportunity to create watershed models with school yard materials (twigs, leaves, rocks, etc.), and learned about the different features of watersheds. Lastly, they were introduced to the specific invasive species they would be removing as well as the native species they were going to be helping. In 2022-2023, we taught a total of 15 MCMS classes. Additionally, the MCMS science teachers were invited to Watershed Week 2023 which focused on the importance of pollinators. This professional development offering included presentations via zoom as well as in-person group fieldwork.

The classroom lessons additionally support STRAW Apprentices (young adults in STRAW's early career training program) to develop their in-class environmental educator skills. In addition to these Apprentices who were trained as part of the Miller Creek education and restoration, we hosted a team of young adults from the National Civilian Conservation Corps, or NCCC. As a result, Point Blue was selected as Sponsor of the Year for the National Civilian Conservation Corps, which is an AmeriCorps program. We were chosen from more than 50 other projects.

We are very grateful for your donation to our Miller Creek STRAW project, which supports teaching, learning, and restoration opportunities. Thank you for your partnership!

Sincerely,

Laurette Rogers
STRAW Founder and Ambassador



**Miller Creek Students and Teachers Restoring A Watershed (STRAW) Project
Las Gallinas Valley Sanitary District Budget Report
October 1, 2022 - June 30, 2023**

Expense	Budget	Actual
Salary	\$ 4,421.00	\$ 4,281.17
Benefits	\$ 2,246.00	\$ 2,174.85
Supplies	\$ -	\$ 20.00
Mileage	\$ -	\$ 190.65
<i>Indirect</i>	<i>\$ 2,333.00</i>	<i>\$ 2,333.33</i>
Total	\$ 9,000.00	\$ 9,000.00



Students gather to be trained and put on teams to work



John Parodi, STRAW's Restoration Director, teaches us all



Gray, one of the NCCC team members, prepares the students



MCMS students remove non-native ivy from the creekbank



MCMS students got the ivy root!



It's fun to work as a team. MCMS students hauling the ivy to the truck.



Some of the native plants laid out for planting.



Planting container plants near Miller Creek.



Planting in teams.



Retired STRAW teacher and donor, Ro Rigney, comes to observe the restoration.



Closing circle. Time to reflect on what was done, express gratitude!

Thank you, Las Gallinas Valley Sanitary District!
We couldn't do this without you!



Item Number 4

GM Review CP

Agenda Summary Report

To: Board of Directors
From: Dale McDonald, Administrative Services Manager *DM*
(415) 526-1519 dmcdonald@lqvsd.org
Meeting Date: September 7, 2023
Re: Request for Donation – Point Blue Conservation Science STRAW Program
Item Type: Consent _____ Action X Information _____ Other _____
Standard Contract: Yes _____ No _____ (See attached) Not Applicable X .

STAFF RECOMMENDATION

Board to consider a request by Point Blue Conservation Science for donation of up to \$9,000 to educate students and perform habitat restoration to the Miller Creek watershed as part of their Students and Teachers Restoring a Watershed (STRAW) program.

BACKGROUND

The Board occasionally considers making donations to educational or non-profit organizations that serve to benefit the public through efforts that promote the protection of the environment. A donation policy was developed which defines the purpose, eligibility, procedure for requesting and receiving contributions, and management of the program.

Laurette Rogers, STRAW Founder and Ambassador at Point Blue Conservation Science, submitted a request for donation via email on August 21, 2023 asking the District if it would like to continue its partnership supporting Miller Creek restoration through their Students and Teachers Restoring a Watershed (STRAW) program. The donation requested is \$9,000. The District has supported the STRAW program in prior years, most recently in 2022.

Staff has reviewed the application and confirmed eligibility. The STRAW budget and preliminary unaudited financial statement is included in the application packet. Blue Point Conservation Science’s latest audited financials for fiscal year 2022 are available at the District office.

The Board should review the donation request and make a finding that the program presented benefits the District and the community it serves.

PREVIOUS BOARD ACTION

None.

ENVIRONMENTAL REVIEW

N/A

FISCAL IMPACT

The fiscal year 2023-2024 budget includes \$10,000 that can be used towards non-profit donations. There is sufficient funding in the account to approve the requested donation.



3820 Cypress Drive #11, Petaluma, CA 94954
T 707.781.2555 | F 707.765.1685

August 21, 2023

Las Gallinas Valley Sanitary District Board
Smith Ranch Road
San Rafael, CA 94903

Dear Board Members,

We at Point Blue are deeply grateful for your dedication and support to help continue implementing our Students and Teachers Restoring A Watershed program on Miller Creek, where we have been fortunate to be able to return every year since 1999 to the same site. We request and receive funding from multiple sources to support this work, and our total budget for the Miller Creek restoration this year is \$29,429.86.

Enclosed are our application materials for our new request of \$9,000 to support our restoration and education work with middle school students from Miller Creek Middle School (MCMS) on Miller Creek. We have included the following documentation with this request:

- Revised budget report from 2022-2023 school year for Miller Creek, showing the broader project budget and additional funding sources.
- LGVSD Donation request application form
- Proposed project narrative (written request)
- Detailed project budget for 2023-2024 school year
- Current fiscal year organizational budget for Point Blue (April 1, 2023 - March 31, 2024)
- Preliminary unaudited financial statement for fiscal year 2023 (*please note our final independent audit of Point Blue Conservation Science for fiscal year 2023 will be completed later this year. We will be glad to share the audit for your review when complete.*)
- Audited financials for fiscal year 2022

We appreciate your partnership and consideration of our request for renewed support. Please be sure to reach out if you need any additional materials or have any questions.

Sincerely,

Laurette Rogers
STRAW Founder and Ambassador

**Miller Creek Students and Teachers Restoring A Watershed (STRAW) Project
Las Gallinas Valley Sanitary District Budget Report (Revised)**

Las Gallinas Budget to Actual 10/1/22 - 6/30/23						
Expense	Las Gallinas Budget	Marin DPW² Budget	Total Budget¹	Las Gallinas Actual	Marin DPW² Actual	Total Actual³
Salary	\$4,421.00	\$8,379.75	\$12,800.75	\$4,281.17	\$2,884.78	\$7,165.95
Benefits	\$2,246.00	\$4,257.25	\$6,503.25	\$2,174.85	\$1,465.47	\$3,640.32
Supplies	-	-	-	\$20.00	\$193.85	\$213.85
Mileage	-	-	-	\$190.65	\$150.02	\$340.67
Indirect	\$2,333.00	\$4,422.25	\$6,755.25	\$2,333.33	\$1,604.18	\$3,937.51
Total	\$9,000.00	\$17,059.25	\$26,059.25	\$9,000.00	\$6,298.30	\$15,298.30

Notes

¹ Budget represented is prorated to reflect the period of 4/1/22- 6/30/23. Point Blue's fiscal year is April - March.

² Marin County Department of Public Works (DPW) overall contract for work at Miller Creek is \$70,000 over 5 years. Point Blue has received \$56,000 as of 6/30/23.

³ Actuals shown are from 10/1/22 - 6/30/23.



LGVSD Tracking No. _____

LAS GALLINAS VALLEY SANITARY DISTRICT

Request for Donation

Donations must serve a District public purpose. The gift of public funds, such as any expenditure which benefits an individual or small class of individuals only, with no benefit to all of the residents of the District is prohibited by the Constitution of the State of California, Article XVI, Section 6.

Applicant Information

Date:	7/28/23	Project / Program / Event Title:	STRAW @ Miller Creek	
Applicant Organization Name:	Point Reyes Bird Observatory DBA Point Blue Conservation Science			
Address:	3820 Cypress Dr., #11, Petaluma, CA 94952			
Contact Person / Title:	Laurette Rogers/STRAW Founder and Ambassador			
Contact Phone Number:	(415) 419-6420	Email:	lrogers@pointblue.org	
Organization Federal Tax ID:	94-1594250	Amount of Request:	\$ 9,000	

Brief Project or Program Description

Point Blue's 30-year old STRAW Program provides watershed education and hands-on habitat restoration experience to K-12 students. Support from the LGVSD Board allows us to provide watershed education to MCMS students through the Miller Creek restoration project.

(Attach written request for donation on applicant's letterhead)

Certification

I certify that all information provided herein is true. I am aware that submission of this application and supporting documents are subject to approval by the Las Gallinas Valley Sanitary District and that not all applications will be approved.

Padmini Srinivasan

Digitally signed by Padmini Srinivasan
Date: 2023.07.19 05:16:10 -07'00'

7/19/2023

Applicant Signature (Board Chair / Director or Designee)

Date

Please send you completed application and attachments to:

- 1) MAIL: Las Gallinas Valley Sanitary District, Attn: Request for Donation
- 2) OR, DELIVER IN-PERSON: 101 Lucas Valley Road, Suite 300, San Rafael, CA 94903
- 3) OR, E-MAIL: info@lgsd.org with "Request for Donation" in the "Subject" line.

Ensure you include:

- 4) This application form, and
- 5) Written request on applicant's letterhead describing how the donation will benefit the residents of the District, and
- 6) Detailed project or program budget, and
- 7) Current organization budget and latest financial statement.

101 Lucas Valley Rd Ste 300, San Rafael CA 94903 Phone: 415-472-1734 / Fax: 415-785-4347 Web: www.lgsd.org

Eligibility Information

Funding contributions will be considered only for educational or non-profit groups with projects, programs and events that serve to benefit the public and meet the mission of the District to protect the public health and our environment, by providing effective wastewater collection, treatment, and recycling services.

Additional factors to be considered when determining whether to fund a contribution:

- When the educational or non-profit provides a service that complements or enhances one the District provides itself;
- When there is an identifiable secondary benefit to the District; or
- When the educational or non-profit provides a service the District could provide but chooses not to.

Eligible applicants must be hosted by a group that can show the donation benefits the residents of the District. Eligible groups include:

- A. School Groups: Activities or educational programs offered by school groups that represent schools whose boundaries are partially or wholly within the District's limits.
- B. Community and Non-profit Groups recognized as a legal entity organized and operated for a collective, public or social benefit: Events and programs hosted by a non-profit, or by a group sponsored by a non-profit.

Ineligible activities: Political, religious, fundraising for undefined activities, and personal expenditures are not eligible for funding.

Responsibilities of Donation Recipients

Each recipient is held accountable for using the donation in compliance with the request and any additional terms placed on the donation by the Las Gallinas Valley Sanitary District. In addition, each recipient must:

- Institute adequate controls over project funds to ensure that all funds are properly accounted for.
- Present invoices to the District on request.
- Ensure that the District is kept properly advised of significant factors affecting the successful outcome of the project or program and any significant deviation from the proposed scope, starting date or completion date of the project or program.
- Recipient of the donation must provide a written report to the District Board within 6 months of the event or program end-date. The report must include final audit of funds received and expended. The written report can be submitted electronically and applicant has option to give presentation to District Board along with written report. Late, partial, or non-submitted reports for past events will be considered by the District Board when considering donation requests.

District donated moneys not spent for the purposes intended by the Las Gallinas Sanitary District in approving the donation must be returned to the District within 30 days of termination of the proposed project or program.

See Board Donation Policy F-140 adopted by Resolution No. 2021-2228 for additional details on the program.

*** Staff Use Only ***	
Eligible Applicant?	# 02324-001 YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Is this the first request this fiscal year?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Is request under the annual cap of \$12,500	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Preliminary inquiry required?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Prior donations received: If yes, date of recent award and amount: Was required report submitted within 6 months?	DATE: 9/1/22 AMOUNT: 9,000 YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Date Scheduled for Presentation to Board	
Donation Approved / Denied	DATE: _____
If approved, date check issued:	DATE: _____

Point Blue's Donation Request Proposal Narrative
Prepared for the Las Gallinas Valley Sanitary District Board
August 21, 2023

Summary

We are incredibly grateful to you all for enabling us to continue our Students and Teachers Restoring A Watershed (STRAW) program at Miller Creek with Miller Creek Middle School (MCMS) students. As you know, Point Blue's STRAW program provides watershed education, including hands-on habitat restoration to K-12 students in Marin County. Our roots and center are in the North Bay, but because of our successful collaboration with partners, schools and landowners to restore ecosystems, we have expanded to 13 counties in California, and the year ahead will see our biggest expansion yet. Of the hundreds of sites we have restored, Miller Creek is remarkable because it is the only one where we've been able to continue the creek restoration for more than two decades. Your continuing support makes this possible. We respectfully request a new donation of \$9,000 for the upcoming 2023-2024 restoration season and school year.

Project Activities

In the coming year, we plan to partner with five teachers from MCMS and their 12-15 classes of 6th, 7th, and 8th graders to learn about Miller Creek and participate in restoration of riparian habitat. The teachers will also be invited to our annual teacher training, Watershed Week, which focuses on a particular ecological topic and brings them resources to create watershed education lessons. This year's Watershed Week is focused on propagating native plants for restoration. STRAW now has three native plant nurseries where some students and teachers can help propagate the plants used in their restorations, bringing our restoration education process full circle: Students restore creeks and wetlands by planting native plants grown by students.

We propose to continue the restoration work at Miller Creek, removing invasive species such as English ivy, cape ivy and non-native blackberry, while planting natives like snowberry, juncus, and sticky monkey flower. There may also be an opportunity to continue to transplant the carex (native sedge) that Native Americans use for basket making, which was found at the site, but needs more room.

We will continue to provide watershed lessons in the MCMS classrooms, at the teachers' request. All of STRAW's educational offerings are completely free of charge to the students, teachers, and schools, and it is critical support like yours that allows us to provide this service. In acknowledgement of your support, we will thank you at each opening circle for each of the 12-15 MCMS classes so that the participants know and appreciate that your donation made this restoration possible.

Conclusion

Last year, the Miller Creek restorations enabled young adults from the National Civilian Conservation Corps (NCCC) to learn how to restore a riparian site with K-12 students. As we mentioned in our report, due to the exceptional experience these young adults had, Point Blue received the award for the best program for NCCC (out of 50 provider programs). We are strongly committed to training younger generations, whether they be middle school students or young adults. We have seen again and again that students are inspired to pursue science majors and careers after working with STRAW. Once more, your donation helps us to provide this foundational education which subsequently ripples out into other communities and ecosystems. Please reach out to STRAW Founder and Ambassador Laurette Rogers at lrogers@pointblue.org or (415) 419-6420 or Director of Community Engagement Rose Snyder at rsnyder@pointblue.org or (707) 834-1627 if you have questions or would like further information about STRAW. Thank you for being our partner in this important work.

Point Blue's STRAW Miller Creek Restoration Budget (2023-24) - Prepared for Las Gallinas Valley Sanitary District

Expenses

Personnel (Salaries, Benefits, and indirect expense¹)

Education Labor ²	\$10,204
Restoration Team Labor	\$11,419
Restoration Maintenance Labor	\$4,162

Total Personnel **\$25,785**

Other Direct Costs

Materials	\$500
Mileage	\$1,200
Teacher Training Costs	\$1,000

Total Other Direct Costs subtotal **\$2,700**

Indirect only on "Other Direct Costs"¹ \$945

Total Expenses **\$29,429.86**

Income

LGVSD (this request) - pending \$9,000

Marin Department of Public Works \$15,429.86

The Biz and Livia Stone Foundation \$5,000

Total Income **\$29,429.86**

¹ Point Blue's administrative overhead costs (indirect costs) as calculated per our Federally Negotiated Indirect Agreement are 38.51%, but we charge a slightly reduced rate of 35%. Indirect costs include the following: (1) salaries and benefits of administrative staff (CEO, CFO, CSO, finance and accounting staff, office manager, and some portions of other senior managers), (2) facilities and associated costs not related to direct program services such as the offices of the administrative staff, (4) non-programmatic travel expenses for administrative staff, (3) audit expenses, (4) interest expenses, (5) portions of other general expenses such as insurance, office supplies, etc.

² Beyond the Miller Creek site, our STRAW education program is funded more broadly by a diverse portfolio of public and private funding, including contracts, individual donors, and family foundations.

Point Blue Conservation Science Operating Budget
Fiscal Year April 1, 2023 - March 31, 2024

Revenue

Unrestricted Contributions	\$1,586,869
Restricted Contributions	\$4,627,393
Contract Revenue	\$19,022,252
Other Revenue	<u>\$311,352</u>

Total Revenue **\$25,547,866**

Expenses

Personnel

Salaries	\$9,278,246
Benefits	<u>\$4,123,180</u>

Total Personnel **\$13,401,426**

Other Expenses

Professional Services	\$9,408,122
Travel	\$793,597
Computer Upgrades	\$422,184
Project Supplies	\$294,830
Depreciation	\$269,105
General Office	\$166,202
Equipment	\$185,500
Facilities	\$106,173
Insurance, Interest	\$254,650
Printing and reproduction	\$88,117
Advertising	\$14,100
Other Expense	<u>\$124,949</u>

Total Other Direct Expenses **\$12,127,530**

Total Expenses **\$25,528,956**

Net Surplus/(Deficit) **\$18,910**

Point Blue Conservation Science Statement of Financial Position - Preliminary, Unaudited

Preliminary March 31, 2023

	<u>Unrestricted Funds</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Current Assets			
Cash	1,231,018.72	3,907,071.83	5,138,090.55
Contracts receivable	3,127,107.61	0.00	3,127,107.61
Grants and contributions receivable	0.00	870,710.10	870,710.10
Other receivables	20,402.59	60,000.00	80,402.59
Prepaid and other current assets	232,491.82	0.00	232,491.82
Total Current Assets	4,611,020.74	4,837,781.93	9,448,802.67
Non-current Assets			
Endowment	230,474.98	474,509.40	704,984.38
Contributions receivable net		253,641.43	253,641.43
Property and equipment, net	5,906,652.15	0.00	5,906,652.15
Total Non-current Assets	6,137,127.13	728,150.83	6,865,277.96
Total Assets	10,748,147.87	5,565,932.76	16,314,080.63
Current Liabilities			
Liabilities			
Accounts payable	265,574.91	0.00	265,574.91
Employer 401K contributions	573,604.01	0.00	573,604.01
Accrued vacation	664,146.04	0.00	664,146.04
Accrued payroll and benefits	204,781.25	0.00	204,781.25
Deferred revenue	5,582.30	73,013.57	78,595.87
Total Liabilities	1,713,688.51	73,013.57	1,786,702.08
Net Assets			
Unrestricted	9,034,459.36		9,034,459.36
Temporarily restricted		5,492,919.19	5,492,919.19
Total Net Assets	9,034,459.36	5,492,919.19	14,527,378.55
Total Liabilities & Net Assets	10,748,147.87	5,565,932.76	16,314,080.63

9/7/2023

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE
LAS GALLINAS VALLEY SANITARY DISTRICT (LGVSD) AND
OPERATING ENGINEERS LOCAL THREE (OE3)**

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



Item Number _____ 6 _____

GM Review _____ Y _____

Agenda Summary Report

To: Board of Directors
From: Curtis Paxton, General Manager
(415) 526-1511 cpaxton@lqvsd.org
Meeting Date: September 7, 2023
Re: Management and Unrepresented Employment Agreement Modifications
Item Type: Consent _____ Action X Information _____ Other _____
Standard Contract: Yes X No _____ (See attached) Not Applicable X .

STAFF RECOMMENDATION

Board to review and approve the employment agreements and authorize the General Manager to execute the agreements for the following management and unrepresented employees:

- Administrative/Financial Specialist Schultz
- Administrative Services Manager McDonald
- Collections/Safety/Maintenance Manager Pease
- District Engineer Cortz
- Plant Manager Liebmann

BACKGROUND

The Las Gallinas Valley Sanitary District (“District”) began bargaining negotiations with Operating Engineers Local 3 (“OE3”) in March 2023 for a new labor agreement between the District and OE3. Employment agreements with management and one unrepresented employee were set to expire on June 30, 2023. Management supported the District completing its negotiations with OE3 for its represented members before considering modifications to their contracts. As negotiations continued, it became clear a successor Memorandum of Understanding (“MOU”) between the District and OE3 would not be completed before June 30. Extensions of employment agreements were executed with management and the District’s one unrepresented employee. The employment extensions require that any increase in salary, benefits, or terms negotiated with OE3 be retroactive to the first pay period that encompasses July 1, 2023.

Salary adjustments and annual general wage increases were discussed along with other benefits during the OE3 negotiation process. Negotiations ended when the Board approved a Total Tentative Agreement between the District and OE3 on August 17, 2023, and authorized execution of a MOU between the District and OE3, which was considered immediately prior to this agenda item.



Managers restarted contract discussions in earnest on August 21 with follow-up meetings with the General Manager held as needed. All parties came to a unified agreement, accepting the OE3 negotiated terms and benefits as the basis for modifications to the management and unrepresented employment agreements as summarized below:

Modifications for Management/Unrepresented Employee Contracts

1. Employment Agreement terms to coincide with the negotiated MOU term; July 1, 2023 through June 30, 2026.
2. General Wage Increase Cost-of-Living Adjustment (COLA) to mirror the percentage increases represented employees receive; retroactive to the pay period that encompasses July 1, 2023 an increase of 5.0% will apply. Effective July 1, 2024 an increase of 3.0% will apply. Effective July 1, 2025 an increase of 3.0% will apply.
3. A sixth salary step, 5% above the existing fifth salary step, will be added to the salary pay schedule for each classification. Three management employees will be placed at the sixth step.
4. Juneteenth and one floating holiday added to the list of paid holidays bringing the total to 12 fixed holidays and 1 floating holiday per year.
5. Annual employee match of up to \$1,200 to a Deferred Compensation 457 Plan.
6. Increase life insurance coverage up to \$100,000.
7. Increase the dental benefit cap to \$4,000 per patient.
8. Increase the boot stipend to \$325 for eligible employees.

The above modifications are based on the benefits offered to the members of the OE3 bargaining unit and are incorporated into the *Summary of Benefit Provisions for the Unrepresented Management and Employee Bargaining Group* included as Exhibit C within the Employment Agreements.

Additional Management Contracted Benefit

1. Vacation accrual for management to be calculated based on years of CalPERS service credit.
2. Remove restriction requiring submittal of vacation cash out requests by June 1 and/or December 1 for payment the following pay period.

The *Salary Pay Schedule* for management and unrepresented classifications will be modified based on the General Wage Increase and the addition of a sixth salary step as shown on the table on the following page.



Salary Pay Schedule Effective July 1, 2023 - Management & Unrepresented Group

Classification Title	Monthly					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Administrative/Financial Specialist	8,767	9,205	9,666	10,149	10,656	11,189
Administrative Services Manager	15,470	16,244	17,056	17,909	18,804	19,744
Collection System / Maintenance / Safety Manager	15,093	15,848	16,640	17,472	18,346	19,263
District Engineer	15,857	16,650	17,482	18,357	19,274	20,238
Plant Manager	15,470	16,244	17,056	17,909	18,804	19,744

The published *Salary Pay Schedule* combining represented, unrepresented, and management employees will be considered for approval by Resolution immediately following this agenda item.

Employment Agreements were modified to incorporate the above changes and are included as attachments *A through E* for Board review and approval.

PREVIOUS BOARD ACTION

On June 15, 2023, the Board approved the Extension of Employment Agreements for management and unrepresented employees through December 31, 2023.

On August 17, 2023, the Board approved entering into a Memorandum of Understanding (MOU) between the District and OE3.

ENVIRONMENTAL REVIEW

N/A

FISCAL IMPACT

The cost to implement modifications to the management and unrepresented employee agreements fall within the adopted budget.

Effective August 1, 2023, by contract the General Manager is entitled to a General Wage COLA increase that will be commensurate with that given to other management employees. The General Wage COLA for 2023 is 5%. Included in the Year 1 estimate of costs below is the General Manager’s COLA.

It is estimated that the modifications to management and unrepresented group agreements would cost the District:

Year 1	\$135,402
Year 2	\$67,947
Year 3	\$81,338
TOTAL	\$284,687



The additional vacation accrual costs for management are anticipated to be minimal. The additional leave value for management employees is \$12,054. There would be no additional cost to the District unless vacation days were not used, and instead cashed out. Vacation accrual liability would grow if vacation leave was not taken.

Attachments:

- A. *Employment Agreement – Administrative Financial Specialist Schultz*
- B. *Employment Agreement – Administrative Services Manager McDonald*
- C. *Employment Agreement – Collection System / Maintenance / Safety Manager Pease*
- D. *Employment Agreement – District Engineer Cortez*
- E. *Employment Agreement – Plant Manager Liebmann*

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 _____, 2023, 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.

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 commence on September 7, 2023 and end later on June 30, 2026 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, 2026, 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 compensate Employee based on the appropriate salary step identified in the Administrative/Financial Specialist - Confidential Salary Schedule attached as Exhibit “B”.

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, 2023, the Employee's compensation will be \$10,656 per month (Step 5) as set forth in Exhibit "B", the pay scale as of July 1, 2023.

E. Effective July 1, 2024, the Employee shall be entitled to General Wage COLA increase of 3.0%.

F. Effective July 1, 2025, the Employee shall be entitled to General Wage COLA increase of 3.0%.

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. 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.

Section 6: Professional Development

Employee shall receive make efforts to continue 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 or her 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, 2026. Any increase in salary or benefits renegotiated will be retroactive to July 1, 2026.

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 General Manager, and duly attested by its District Secretary, and the Employee has signed and executed this Agreement the day and year first above written.

Date: _____

Curtis Paxton
General Manager
Las Gallinas Valley Sanitary District

Date: _____

Amy Schultz

ATTEST:

Teri Lerch
District Secretary Pro

Seal

APPROVED AS TO FORM:

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

LAS GALLINAS VALLEY SANITARY DISTRICT

**February 2021
FLSA: NON-EXEMPT**

ADMINISTRATIVE/FINANCIAL SPECIALIST

DEFINITION

Under general supervision of the Administrative Services Manager, performs a variety of specialized and technical duties in support of the District's accounting, finance, audit and human resources programs; assists the Administrative Services Manager in planning, coordinating and implementing accounting, finance, administrative and human resources projects; and performs related work as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Administrative Services Manager. Exercises no direct supervision of staff.

CLASS CHARACTERISTICS

Incumbents regularly work on tasks which are varied and complex, requiring considerable discretion and independent judgment. Positions in the classification rely on experience and judgement to perform technical and programmatic work requiring the interpretation and application of policies, procedures and regulations and involving frequent contact with staff and the public, as well as performing various research functions. Assignments are given with general guidelines and incumbents are responsible for establishing objectives, timelines and methods to complete assignments. Work is typically reviewed upon completion for soundness, appropriateness and conformity to policy and requirements. This class is distinguished from the District Administrative Secretary in that the latter serves as the Secretary to the Board of Directors and does not handle financial nor Human Resources matters.

EXAMPLES OF TYPICAL FUNCTIONS (Illustrative Only)

The following functions are typical for this classification. Incumbents may not perform all of the listed functions and/or may be required to perform additional or different functions from those set forth below to address business needs and changing business practices.

- Performs a variety of specialized and technical accounts receivable and accounts payable duties, including verifying, posting, balancing, adjusting and maintaining accounting and financial records according to established policies and procedures.
- Creates new vendor accounts; obtains necessary information and paperwork from vendors; tracks and processes approved purchase orders; reviews invoices and reports for accuracy and appropriate authorization; ensures that funds are budgeted and available and prepares documentation for payment; enters and verifies data into the automated accounts payable system to produce payment.

- Processes payments by referencing chart of accounts to code bills, matching bills to purchase orders, coordinating signature approval, preparing documentation for payment, generating payments by check, direct deposit or online, and preparing payments for mailing and files copies with backup.
- Receives vendor inquiries via telephone, fax or mail; resolves any issues, problems or requests using established procedures; prepares annual 1099 statements and uses tax refunds.
- Prepares invoices for permits, connection fees and other services as directed by the Administrative Services Manager.
- Assists with daily administration of bank accounts; prepares bank transfer paperwork for interfund and Local Agency Investment Fund (LAIF) transfers; initiates electronic funds transfer (EFT) and automated clearing house (ACH) payments as required; handles positive pay notifications from bank; maintains professional relationship with key bank contacts.
- Audits, verifies, codes and batches accounts payable transactions; reconciles credit card purchases; researches and resolves discrepancies and unauthorized purchases.
- Prepares warrant list for Board approval.
- Receives and reconciles revenues received; allocates payments to proper account; prepares documentation and coordinates management review and approval; records and submits journal entries; prepares and maintains deposit receipts.
- Prepares new hire packets and coordinates onboarding activities with management; sets up new employees with access to timecard system; meets with new employees upon hire to ensure a smooth transition into the work environment.
- Administers the District's multi-tiered employee benefits programs that include plans such as retirement, long-term disability, health, life, dental, vision and worker's compensation; sets up benefits for new employees and assists with enrollment in retirement programs; administers retiree health benefit program; maintains, reconciles and updates benefit enrollment and changes.
- Prepares reports and payments for employee retirement benefits and other insurances.
- Assists in administering human resources and risk management programs, including recruitment and selection, classification and compensation and training and development.
- Assists in calculating sewer service user charges and assists in calculating same via the property tax rolls; prepares invoices for direct bill customers; responds to questions from customers; researches and reconciles variances in bills.
- Receives, reviews, verifies and processes time recording, payroll action and personnel transaction documents to prepare payroll for all District employees; audits documents for completeness, accuracy and compliance with rules and regulations.
- Processes payroll through electronic payroll processing system ensuring adherence to strict payroll deadlines; acts as administrative contact for management of payroll system; troubleshoots and adjusts payroll discrepancies identified; prepares and balances payroll reports and records; provides payroll reports to management as requested.
- Assists in maintaining the integrity of accounting and finance programs, including implementing and ensuring compliance with generally accepted accounting procedures.
- Assists in researching and preparing accounting, financial and statistical information and materials for various reports and year-end auditing process; compiles, reconciles and verifies information and assists in preparing various reports, schedules and statements such as the

Comprehensive Annual Financial Report (CAFR), State Controller's Report and related financial, accounting and human resources reports.

- Notarizes legal documents by verifying the authenticity and witnessing the signing of such documents.
- Assists customers and staff by providing answers and information regarding specific account information, discrepancies and/or general accounting and human resources procedures; researches issues regarding specific transactions; and updates related files.
- Composes, types, formats and proofreads a wide variety of reports, letters, documents and correspondence; checks drafts for punctuation, spelling and grammar; suggests corrections.
- Maintains, updates and retrieves information from District record systems.
- Assists with a variety of administrative and customer support duties such as answering phones and maintaining office supplies.
- Attends and participates in professional group meetings related to financial administration and human resource activities that may affect assigned areas of responsibility; recommends modifications to assigned programs and District policies, procedures and ordinances.
- Observes safe work methods and makes appropriate use of related safety equipment as required.
- Performs related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Terminology and practices of financial and account document processing and record-keeping, including accounts payable, accounts receivable and payroll.
- Public agency finance and accounting functions, payroll processes and techniques.
- Basic practices and techniques of human resources administration including recruitment and selection, classification and compensation, training and development and workers' compensation.
- Basic benefit program principles and practices, including claims processing, benefits reporting and insurance/benefit plan record-keeping.
- Methods and techniques of posting journal entries.
- Cash handling techniques.
- Principles and practices of auditing financial documents.
- Applicable federal, state and local laws, regulatory codes, ordinances, policies and procedures relevant to assigned area of responsibility.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors and District staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition and grammar.
- Modern equipment and communication tools used for business functions and program, project and task coordination, including computers and software programs relevant to work performed.

Ability to:

- Perform detailed accounting and financial support work accurately and in a timely manner.
- Provide technical and administrative support to the District's human resources management system and programs.
- Review financial documents for completeness and accuracy.
- Review, post, balance, reconcile and maintain accurate financial records.
- Make accurate arithmetic, financial and statistical computations.
- Establish and maintain a variety of filing, record-keeping and tracking systems.
- Follow and apply written and oral instructions.
- Prepare clear and accurate financial records.
- Exercise tact and diplomacy in dealing with sensitive and confidential personnel issues, employee information and employee situations.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures and standards relevant to work performed.
- Prepare clear and concise reports, correspondence, and other written materials.
- Organize own work, set priorities and meet critical time deadlines.
- Effectively use computer systems, software applications and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Use tact, initiative, prudence and independent judgment within general policy, procedural and legal guidelines.
- Establish, maintain and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to an Associate degree from an accredited college with major coursework in accounting, finance, human resources management, public or business administration or a related field and two (2) years of increasingly responsible providing technical support to a fiscal program and/or increasingly responsible human resources program administrative experience.

Licenses and Certifications:

- Possession of a valid California Notary Public license is desirable.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle to visit various District and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification, although

standing and walking between work areas may be required. Finger dexterity is needed to access, enter and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push and pull materials and objects weighing up to 30 pounds.

ENVIRONMENTAL ELEMENTS

Employees work in an office environment with moderate noise levels, controlled temperature conditions and no direct exposure to potentially hazardous physical substances.

OTHER REQUIREMENTS

Per California Government Code, Title 1, Division 4, Chapter 8, Section 3100, "all public employees are hereby declared to be disaster service workers subject to such disaster service activities as may be assigned to them by their superiors or by law." Performance of job functions may involve extended workdays to attend Board meetings when directed by the General Manager or to meet project deadlines.



Las Gallinas Valley Sanitary District
Salary Pay Schedule as of July 1, 2023
(Management and Unrepresented Employee Group)

EXHIBIT B

Full Time Positions	Monthly Salary					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Administrative/Financial Specialist	8,767	9,205	9,666	10,149	10,656	11,189

Summary of Benefit Provisions for the Unrepresented Management and Employee Bargaining Group
July 1, 2023 to June 30, 2026

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	12 holidays per year plus 1 floating holiday
Max Vacation Accrual	15.2	272 hours
Vacation Time Awarded	15.2	For Management Employees Only, accrual is based on years of CalPERS service credit
		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 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
Bereavement Leave	15.4	3 days paid leave specified family members
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 per 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. Annual cap of \$4,000 effective January 1, 2024.

Note: This summary is for administrative convenience only. If there is a discrepancy between the information in the table and contract, the contract will apply.

Summary of Benefit Provisions for the Unrepresented Management and Employee Bargaining Group
July 1, 2023 to June 30, 2026

Vision	17.5	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	17.7	1 x Salary up to \$100,000
Long-term Disability	17.11	66.67% of monthly salary up to \$15,000 of salary
Wellness Program	17.12	\$500 per calendar year reimbursement
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
Deferred Comp 457	18.1	District match up to \$1,200 per calendar year
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
	18.2.3	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 Stipend	19	Annual \$325, to eligible employees to be paid on first full pay period check in January
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.

Note: This summary is for administrative convenience only. If there is a discrepancy between the information in the table and contract, the contract will apply.

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 _____, 2023, 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 commence on September 7, 2023 and end later on June 30, 2026, 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, 2026, 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 compensate Employee based on the appropriate salary step identified in the Administrative Services Manager Salary Pay 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, 2023 the Employee's compensation will be \$17,056 per month (Step 3) as set forth in Exhibit "B", the pay scale as of July 1, 2023.

E. Effective July 1, 2024, the Employee will be entitled to a General Wage COLA of 3.0%.

F. Effective July 1, 2025, the Employee will be entitled to a General Wage COLA of 3.0%.

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 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 \$430.72 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 \$295.16. 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. Vacation accrual shall be calculated based on years of CalPERS public sector service credit beginning the first pay period after this agreement is executed. For the

purposes of calculating vacation accrual, public sector service means service with a CalPERS agency or an agency with CalPERS reciprocity.

I. 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. 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 101 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, 2026. Any increase in salary or benefits renegotiated will be retroactive to July 1, 2026.

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 General Manager, and duly attested by its District Secretary, and the Employee has signed and executed this Agreement the day and year first above written.

Date: _____

Curtis Paxton
General Manager
Las Gallinas Valley Sanitary District

Date: _____

DALE MCDONALD

ATTEST:

Teresa Lerch
District Secretary

Seal

APPROVED AS TO FORM:

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

LAS GALLINAS VALLEY SANITARY DISTRICT

**November 2018
FLSA: EXEMPT**

ADMINISTRATIVE SERVICES MANAGER

DEFINITION

Under general direction of the General Manager, plans, organizes, coordinates, and manages administrative services functions including accounting, budget, human resources, risk management, procurement, records management, and administrative support; serves as the District's Chief Financial Officer; serves as a liaison and coordinates assigned activities with other District personnel and external agencies to ensure compliance with reporting requirements; provides responsible and complex administrative and operational assistance to the General Manager; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the General Manager. Exercises direct supervision over assigned staff.

CLASS CHARACTERISTICS

This is a management classification responsible for planning, organizing, and managing administrative services staff, operations, and activities. The incumbent is responsible for performing diverse, specialized, and complex work involving significant accountability and decision-making responsibilities, which include developing and implementing policies and procedures for assigned programs, reporting, compliance, and program evaluation. Incumbents serve as a professional resource for organizational, managerial, and administrative analyses and studies. The incumbent is accountable for accomplishing administrative services goals and objectives, and for furthering District goals and objectives within general policy guidelines.

EXAMPLES OF TYPICAL FUNCTIONS (Illustrative Only)

The following functions are typical for this classification. Incumbents may not perform all of the listed functions and/or may be required to perform additional or different functions from those set forth below to address business needs and changing business practices.

- Assumes managerial responsibility for all administrative services functions, including accounting, budget, human resources, risk management, procurement, records management, and administrative support.
- Participates in the development and implementation of goals, objectives, policies, and priorities for the District; recommends, within District policy, appropriate service and staffing levels; recommends and administers policies and procedures while ensuring financial, regulatory, and legal requirements are met.

- Selects, trains, motivates, and directs assigned staff; evaluates and reviews work for acceptability and conformance with District standards; provides or coordinates staff training; works with employees to correct deficiencies; recommends discipline and termination procedures; responds to staff questions and concerns.
- Contributes to the overall quality of District services by continuously monitoring and evaluating the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors distribution of work, support systems, and internal reporting relationships; identifies and recommends opportunities for improvements.
- Manages and participates in all activities related to the District's finance and accounting programs, including accounts payable, accounts receivable, payroll, year-end closing, bank reconciliation, and financial reporting; makes investments and monitors performance of revenues pursuant to Board policy.
- Develops and administers the District's annual budget; works with management to provide technical expertise on budget related matters and to ensure that the budget is completed in a timely manner; facilitates budget workshops.
- Prepares applications for and administers grant, loan, and bond financing for District Capital Improvement Programs.
- Prepares and analyzes a variety of financial statements; analyzes budget to actual trends; prepares periodic and special reports, including monthly, quarterly and annual financial reports, grant reports, and the Comprehensive Annual Financial Report (CAFR).
- Maintains, reconciles, and approves a variety of accounting records and transactions in accordance with generally accepted accounting principles and Government Accounting Standards Board requirements; supervises and participates in month-end, fiscal year-end, and calendar year-end reconciliation and closing processes.
- Coordinates the annual audit of financial statements; prepares supporting documents.
- Prepares financial components and schedules supporting Proposition 218 rate analyses.
- Calculates sewer service user charges and assists in calculating same via the property tax rolls; prepares invoices for direct bill customers; responds to questions from customers; researches and reconciles variances in bills.
- Administers human resources and risk management programs, including benefits administration, recruitment and selection, classification and compensation, training and development, employee relations, and liability insurances.
- Oversees procurement functions and activities; develops and manages requests for proposals for professional and/or contracted services including information technology support; evaluates proposals and recommends award; prepares and negotiates contracts; administers contracts to ensure compliance with District specifications, policies, and procedures and service quality.
- Manages Board support activities including legislative functions and records management; performs duties of District Secretary in absence of the District Administrative Assistant; regularly attends Board meetings.
- Provides highly complex staff assistance to the General Manager; develops and reviews staff, financial, and regulatory reports related to assigned activities and services; presents to the Board of Directors; performs a variety of public relations and outreach work related to assigned activities.

- Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of administrative services; monitors changes in regulations and technology that may affect District operations; implements policy and procedural changes after approval.
- Receives, investigates, and responds to difficult and sensitive problems and complaints in a professional manner; identifies and reports findings and takes necessary corrective action.
- Performs related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Administrative principles and practices, including goal setting, program development, implementation, and evaluation, and supervision of staff, either directly or through subordinate levels of supervision.
- Principles, practices, and methods of governmental accounting, public finance administration and budgeting, auditing, and reconciliation.
- Principles, practices, and techniques of human resources and risk management program administration.
- Public agency budget development, contract administration, District-wide administrative practices, and general principles of risk management related to the functions of the assigned area.
- Principles and practices of employee supervision, including work planning, assignment review and evaluation, and the training of staff in work procedures.
- Organization and management practices as applied to the development, analysis, and evaluation of programs, policies, and operational needs of the assigned functional area.
- Applicable federal, state, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility.
- Practices of researching issues, evaluating alternatives, making sound recommendations, and preparing and presenting effective staff reports.
- Technical, legal, financial, and public relations problems associated with the management of administrative services projects and programs.
- Modern office practices, methods, and computer equipment and applications.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for effectively representing the District in contacts with government agencies, community groups, and various business, professional, regulatory, and legislative organizations.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and District staff.

Ability to:

- Develop and implement goals, objectives, policies, procedures, and work standards.
- Administer complex and technical administrative services programs in an independent and cooperative manner.

- Plan, organize, assign, review, and evaluate the work of staff; train staff in work procedures.
- Apply relevant accounting standards to prepare monthly, quarterly, and annual budgets and financial reports.
- Evaluate and develop improvements in processes and procedures.
- Analyze, interpret, summarize, and present administrative and financial information and data in an effective manner.
- Interpret, apply, explain, and ensure compliance with federal, state, and local policies, procedures, laws, and regulations.
- Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.
- Effectively represent the District in meetings with governmental agencies, community groups, various businesses, professional, and regulatory organizations, and in meetings with individuals.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Prepare clear and concise reports, correspondence, procedures, and other written materials.
- Oversee and coordinate the maintenance of District records and files.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Effectively use computer systems, software, and modern business equipment to perform a variety of work tasks.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to graduation from an accredited four-year college or university with major coursework in business management, accounting, public administration, or a closely related field, and five (5) years of increasingly responsible experience managing and/or supervising accounting and/or administrative services functions.

Licenses and Certifications:

- Possession of a valid California Driver's License by time of appointment and satisfactory driving record consistent with requirements established by the District.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle to visit various District and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in

person and over the telephone. This is primarily a sedentary office classification, although standing and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 25 pounds.

ENVIRONMENTAL ELEMENTS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to potentially hazardous physical substances.

OTHER REQUIREMENTS

Per California Government Code, Title 1, Division 4, Chapter 8, Section 3100, "all public employees are hereby declared to be disaster service workers subject to such disaster service activities as may be assigned to them by their superiors or by law."



Las Gallinas Valley Sanitary District
Salary Pay Schedule as of July 1, 2023
(Management and Unrepresented Employee Group)

EXHIBIT B

Full Time Positions	Monthly Salary					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Administrative Services Manager	15,470	16,244	17,056	17,909	18,804	19,744

Summary of Benefit Provisions for the Unrepresented Management and Employee Bargaining Group
July 1, 2023 to June 30, 2026

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	12 holidays per year plus 1 floating holiday
Max Vacation Accrual	15.2	272 hours
Vacation Time Awarded	15.2	For Management Employees Only, accrual is based on years of CalPERS service credit
		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 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
Bereavement Leave	15.4	3 days paid leave specified family members
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 per 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. Annual cap of \$4,000 effective January 1, 2024.

Note: This summary is for administrative convenience only. If there is a discrepancy between the information in the table and contract, the contract will apply.

Summary of Benefit Provisions for the Unrepresented Management and Employee Bargaining Group
July 1, 2023 to June 30, 2026

Vision	17.5	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	17.7	1 x Salary up to \$100,000
Long-term Disability	17.11	66.67% of monthly salary up to \$15,000 of salary
Wellness Program	17.12	\$500 per calendar year reimbursement
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
Deferred Comp 457	18.1	District match up to \$1,200 per calendar year
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
	18.2.3	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 Stipend	19	Annual \$325, to eligible employees to be paid on first full pay period check in January
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.

Note: This summary is for administrative convenience only. If there is a discrepancy between the information in the table and contract, the contract will apply.

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 _____, 2023, 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, Maintenance, 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 commence on September 7, 2023 and end later on June 30, 2026, 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, 2026, 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 compensate Employee based on the appropriate salary step identified in the Collection System/Safety/Maintenance Manager Salary Pay 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, 2023, the Employee's compensation will be \$19,263 per month (Step 6) as set forth in Exhibit "B", the pay scale as of July 1, 2023. The base monthly compensation excludes the granting of longevity pay in accordance with Section 3, paragraph B.

F. Effective July 1, 2024, the Employee shall be entitled to General Wage COLA increase of 3.0%.

G. Effective July 1, 2025, the Employee shall be entitled to General Wage COLA increase of 3.0%.

H. 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 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 \$295.16. 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. Vacation accrual shall be calculated based on years of CalPERS public sector service credit beginning the first pay period after this agreement is executed. For the purposes of calculating vacation accrual, public sector service means service with a CalPERS agency or an agency with CalPERS reciprocity.

I. 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. 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
101 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, 2026. Any increase in salary or benefits renegotiated will be retroactive to July 1, 2026.

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 General Manager, and duly attested by its District Secretary, and the Employee has signed and executed this Agreement the day and year first above written.

Date: _____

Curtis Paxton
General Manager
Las Gallinas Valley Sanitary District

Dated: _____

Greg Pease

ATTEST:

Teresa L. Lerch
District Secretary

APPROVED AS TO FORM:

David Byers, Attorney for
Las Gallinas Valley Sanitary District

LAS GALLINAS VALLEY SANITARY DISTRICT

**February 2021
FLSA: EXEMPT**

COLLECTION SYSTEM/MAINTENANCE/SAFETY MANAGER

DEFINITION

Under general direction of the General Manager, plans, organizes, coordinates and manages the work of field crews responsible for the construction, installation, inspection, cleaning, preventative and corrective maintenance and repair of the District's wastewater collection system; responsible for the maintenance of the treatment plant and related facilities and infrastructure; oversees the administration of the District safety program; ensures compliance with federal, state and local requirements; provides responsible and complex technical and operational assistance to the General Manager; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the General Manager. Exercises direct supervision over assigned staff.

CLASS CHARACTERISTICS

This is a management classification responsible for planning, organizing and managing maintenance and collection system staff activities, projects and programs. The incumbent is responsible for performing diverse, specialized and complex work involving significant accountability and decision-making responsibilities, which include developing and implementing policies and procedures for assigned programs, reporting, compliance and program evaluation. The incumbent is accountable for accomplishing maintenance program goals and objectives and for furthering District goals and objectives within general policy guidelines.

EXAMPLES OF TYPICAL FUNCTIONS (Illustrative Only)

The following functions are typical for this classification. Incumbents may not perform all of the listed functions and/or may be required to perform additional or different functions from those set forth below to address business needs and changing business practices.

- Assumes managerial responsibility for the construction, installation, inspection, cleaning, preventative and corrective maintenance and repair of the District's wastewater collection systems, treatment plant, reclamation area, pump stations and related facilities, equipment and infrastructure.
- Manages and administers District Sewer Lateral Inspection program, including reviewing applications and videos, corresponding with customers and approving and generating certifications of compliance; may enforce actions for non-compliance.
- Participates in the development and implementation of goals, objectives, policies and priorities for the District; recommends, within District policy, appropriate service and staffing

levels; recommends and administers policies and procedures while ensuring financial, regulatory and legal requirements are met.

- Selects, trains, motivates and directs assigned staff; evaluates and reviews work for acceptability and conformance with District standards; provides or coordinates staff training; works with employees to correct deficiencies; recommends discipline; responds to staff questions and concerns.
- Contributes to the overall quality of District services by continuously monitoring and evaluating the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors distribution of work, support systems and internal reporting relationships; identifies and recommends opportunities for improvements.
- Manages and administers the department's budget; directs the forecast of additional funds needed for planned work, staffing, equipment and supplies; directs the monitoring of and approves expenditures; purchases supplies and equipment; maintains adequate inventory of supplies, tools and equipment to efficiently operate and maintain the District's facilities and equipment.
- Manages computerized maintenance management system including creating and editing asset data and generating work orders and reviewing upon completion; reviews data to plan, schedule and ensure regular inspection and proper maintenance of the collection system, treatment plant, reclamation area, vehicles and related assets.
- Investigates the cause of sewer overflows and acts to prevent future overflows; informs General Manager and Plant Manager of collection system problems.
- Responds to emergency call-outs 24 hours per day, 7 days per week when coverage requires; serves as Legally Responsible Official responsible for the immediate reporting of Sanitary Sewer Overflow's (SSO's) to the Environmental Protection Agency (EPA) and State Regional Water Quality Board (SRWCB) and oversees the entire event to include notification, reporting and area of hazard posting.
- Works with the District Engineer, other District departments and outside engineers and contractors to develop and review collection system projects.
- Collaborates with consultants to manage the District's safety program; updates policies on a regular basis; ensures completion of required safety training; works with qualified personnel and consultants to ensure Occupational Safety and Health Administration (OSHA) requirements are met; assists with facilitating safety trainings and meetings; purchases required safety equipment and supplies.
- Manages the tracking and general oversight of District's tool management system.
- Manages utility marking and locating functions for the District pursuant to Underground Service Alert requirements and standards.
- Coordinates maintenance activities with other districts and outside agencies regarding standards, ordinances, easements and leases as may be required.
- Develops and manages requests for proposals for professional and/or contracted services; evaluates proposals and recommends award; prepares and negotiates contracts; administers contracts and oversees consultants and contractors to ensure compliance with District standards, contract specifications and service quality.
- Prepares a variety of written correspondence, reports, procedures and other written materials; completes and submits reports to regulatory agencies.
- Maintains and directs the maintenance of working and official departmental files.

- Monitors changes in laws, regulations and technology that may affect operations; implements policy and procedural changes as required.
- Attends Board of Director and committee meetings as required; prepares and presents staff reports and agenda items for consideration by the Board; serves as advisor to the General Manager and Board on District maintenance matters; assists the General Manager in carrying out directives of the Board of Directors.
- Occasionally performs the duties of wastewater collection system and maintenance staff.
- Observes safe work methods and makes appropriate use of related safety equipment as required.
- Performs related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Administrative principles and practices, including goal setting, program development, implementation and evaluation, and supervision of staff, either directly or through subordinate levels of supervision.
- Principles and practices of traffic control and safe work practices.
- Principles and practices of the development, operations, maintenance and management of wastewater collection systems, pump stations, treatment plant and related facilities.
- Principles and practices of the safety training and program management.
- Principles and practices of project management, budgeting and contract administration.
- General principles of risk management related to the functions of the assigned area.
- Principles and practices of employee supervision, including work planning, assignment review and evaluation and the training of staff in work procedures.
- Organization and management practices as applied to the development, analysis and evaluation of programs, policies and operational needs of the assigned functional area.
- Applicable federal, state and local laws, regulatory codes, ordinances, policies and procedures relevant to assigned area of responsibility.
- Practices of researching issues, evaluating alternatives, making sound recommendations and preparing and presenting effective staff reports.
- Technical, legal, financial and public relations associated with the management of maintenance projects and programs.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors and District staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition and grammar.
- Modern equipment and communication tools used for business functions and program, project and task coordination, including computers and software programs relevant to work performed.

Ability to:

- Develop and implement goals, objectives, policies, procedures and work standards.

- Plan, organize, administer, coordinate, review and evaluate a comprehensive construction, maintenance and repair program.
- Plan, organize, assign, review and evaluate the work of staff; train staff in work procedures.
- Evaluate and develop improvements in processes and procedures.
- Read and interpret plans, specifications and diagrams used in the design and construction of a wastewater collection systems, pump stations, treatment plant and related facilities.
- Interpret, apply, explain and ensure compliance with federal, state and local policies, procedures, laws and regulations.
- Effectively represent the District in meetings with governmental agencies, community groups, various businesses, professional and regulatory organizations and in meetings with individuals.
- Research, analyze and evaluate new service delivery methods, procedures and techniques.
- Prepare clear and concise reports, correspondence, procedures and other written materials.
- Establish and maintain a variety of filing, record-keeping and tracking systems.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities and meet critical time deadlines.
- Effectively use computer systems, software applications and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Use tact, initiative, prudence and independent judgment within general policy, procedural and legal guidelines.
- Establish, maintain and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to graduation from an accredited four-year college or university with major coursework in engineering, environmental science, business or public administration or a closely related field and five (5) years of increasingly responsible experience managing and/or supervising sewer line construction or maintenance.

Licenses and Certifications:

- Possession of a valid California Driver's License by time of appointment and satisfactory driving record consistent with requirements established by the District.
- Possession of a valid Grade I Collection System Maintenance certificate issued by the California Water Environment Association (CWEA).
- Ability to obtain a valid Grade III Collection System Maintenance certificate issued by CWEA within three (3) years of appointment to the classification.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to inspect various wastewater treatment facilities and systems and pump and lift station sites; to operate a motor vehicle and to visit various District and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. Finger dexterity is needed to access, enter and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification bend, stoop, kneel, reach and climb to perform work and inspect work sites. Employees must possess the ability to lift, carry, push and pull materials and objects weighing 50 pounds, on average, or heavier weights with the use of proper equipment and assistance from other staff.

ENVIRONMENTAL ELEMENTS

Employees work in both a field and office environment; the office environment, comprises of moderate noise levels, controlled temperature conditions and no direct exposure to hazardous physical substances. When working in the field, employees are occasionally exposed to pollen, dust, loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vehicle traffic, vibration, confining workspaces, mechanical and/or electrical hazards and hazardous chemical substances and fumes such as raw sewage.

OTHER REQUIREMENTS

Per California Government Code, Title 1, Division 4, Chapter 8, Section 3100, "all public employees are hereby declared to be disaster service workers subject to such disaster service activities as may be assigned to them by their superiors or by law."



Las Gallinas Valley Sanitary District
Salary Pay Schedule as of July 1, 2023
(Management and Unrepresented Employee Group)

EXHIBIT B

Full Time Positions	Monthly Salary					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Collection System/Maintenance/Safety Manager	15,093	15,848	16,640	17,472	18,346	19,263

Summary of Benefit Provisions for the Unrepresented Management and Employee Bargaining Group
July 1, 2023 to June 30, 2026

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	12 holidays per year plus 1 floating holiday
Max Vacation Accrual	15.2	272 hours
Vacation Time Awarded	15.2	For Management Employees Only, accrual is based on years of CalPERS service credit
		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 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
Bereavement Leave	15.4	3 days paid leave specified family members
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 per 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. Annual cap of \$4,000 effective January 1, 2024.

Note: This summary is for administrative convenience only. If there is a discrepancy between the information in the table and contract, the contract will apply.

Summary of Benefit Provisions for the Unrepresented Management and Employee Bargaining Group
July 1, 2023 to June 30, 2026

Vision	17.5	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	17.7	1 x Salary up to \$100,000
Long-term Disability	17.11	66.67% of monthly salary up to \$15,000 of salary
Wellness Program	17.12	\$500 per calendar year reimbursement
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
Deferred Comp 457	18.1	District match up to \$1,200 per calendar year
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
	18.2.3	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 Stipend	19	Annual \$325, to eligible employees to be paid on first full pay period check in January
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.

Note: This summary is for administrative convenience only. If there is a discrepancy between the information in the table and contract, the contract will apply.

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 _____, 2023, 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 commence on September 7, 2023 and end later on June 30, 2026, 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, 2026, 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 compensate Employee based on the appropriate salary step identified in the District Engineer Salary Pay 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, 2023, the Employee’s compensation will be \$20,238 per month (Step 6) as set forth in Exhibit “B”, the pay scale as of July 1, 2023. The base monthly compensation excludes the granting of longevity pay in accordance with Section 3, paragraph B.

F. Effective July 1, 2024, the Employee will be entitled to a General Wage COLA increase of 3.0%.

G. Effective July 1, 2025, the Employee will be entitled to a General Wage COLA increase of 3.0%.

H. 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 \$430.72 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 \$295.16. 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. Vacation accrual shall be calculated based on years of CalPERS public sector service credit beginning the first pay period after this agreement is executed. For the purposes of calculating vacation accrual, public sector service means service with a CalPERS agency or an agency with CalPERS reciprocity.

I. 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. 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
101 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, 2026. Any increase in salary or benefits renegotiated will be retroactive to July 1, 2026.

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 General Manager, and duly attested by its District Secretary, and the Employee has signed and executed this Agreement the day and year first above written.

Date: _____

Curtis Paxton
General Manager
Las Gallinas Valley Sanitary District

Dated: _____

Michael Cortez

ATTEST:

Teresa Lerch
District Secretary

Seal

APPROVED AS TO FORM:

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

LAS GALLINAS VALLEY SANITARY DISTRICT

**November 2018
FLSA: EXEMPT**

DISTRICT ENGINEER

DEFINITION

Under general direction of the General Manager, plans, organizes, coordinates, and manages engineering functions including design, project management, construction management and inspections, and review of private improvement projects, to ensure conformance with District standards and federal, state, and local regulatory requirements; provides engineering and technical support to the General Manager in areas of capital improvement program and budget and engineering and constructions programs; administers contracts, manages projects, and conducts studies regarding capital projects and treatment plant processes and optimization; maintains records of facility components and property rights; fosters cooperative working relationships with intergovernmental and regulatory agencies and various public and private groups; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the General Manager. Exercises direct supervision over assigned staff.

CLASS CHARACTERISTICS

This is a management classification responsible for planning, organizing, and managing engineering staff, projects, and activities. The incumbent is responsible for performing diverse, specialized, and complex work involving significant accountability and decision-making responsibilities, which include developing and implementing policies and procedures for assigned programs, reporting, compliance, and program evaluation. Incumbents serve as a professional resource for organizational, managerial, and engineering analyses and studies. The incumbent is accountable for accomplishing engineering goals and objectives, and for furthering District goals and objectives within general policy guidelines.

EXAMPLES OF TYPICAL FUNCTIONS (Illustrative Only)

- Assumes managerial responsibility for all engineering functions; ensures compliance with engineering principles and practices, District standards, and federal, state, and local regulatory requirements.
- Participates in the development and implementation of goals, objectives, policies, and priorities for the District; recommends, within District policy, appropriate service and staffing levels; recommends and administers policies and procedures while ensuring financial, regulatory, and legal requirements are met.

- Selects, trains, motivates, and directs assigned staff; evaluates and reviews work for acceptability and conformance with District standards; provides or coordinates staff training; works with employees to correct deficiencies; recommends discipline and termination procedures; responds to staff questions and concerns.
- Contributes to the overall quality of District services by continuously monitoring and evaluating the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors distribution of work, support systems, and internal reporting relationships; identifies and recommends opportunities for improvements.
- Manages and administers the department's budget; directs the forecast of additional funds needed for planned work, staffing, equipment, and supplies; directs the monitoring of and approves expenditures; calculates capacity fees; purchases supplies and equipment.
- Coordinates the administration of the District's Capital Improvement Program (CIP), Renewal and Replacement (R&R) projects, and select Operations and Maintenance (O&M) projects with the General Manager and senior management.
- Manages projects through all phases including planning, design, construction and implementation, and close-out; serves as project manager, resident engineer, and/or engineer-of-record; leads intra-agency project teams; develops work plans, scope of work, budget, schedules, and baseline requirements.
- Prepares engineering designs, drawings, specifications, contracts, plans, and other supporting documentation for proposed engineering projects; reviews and comments on drawings, plans, environmental impact reports, and other work submitted by external consultants, engineers, contractors, and developers for conformance with professional codes, standards, District specifications, and regulatory requirements; prepares technical and administrative correspondence and reports.
- Coordinates and ensures compliance with California Environmental Quality Act (CEQA) requirements, encroachment permits, and other environmental permitting requirements.
- Manages bid and contract administration processes; develops bid documents and scopes of work for professional and/or contracted services; evaluates proposals and recommends award; prepares and negotiates contracts, amendments, and change orders.
- Supervises or acts as construction manager including conducting and documenting inspections, making design changes in the field, reviewing and recommending approval of progress payments, and preparing or approving as-built record drawings.
- Analyzes treatment plant, collection system, pump stations, and processes; evaluates alternatives, prepares recommendations, and written reports.
- Coordinates engineering activities and projects with other District departments and legal counsel and those of outside agencies, including joint studies, easement negotiations, and lease agreements.
- Represents the District and makes presentations to governmental, regulatory, or private organizations, professional groups, and the public.
- Prepares a variety of written correspondence, reports, procedures, and other written materials; completes and submits reports to regulatory agencies.
- Maintains and directs the maintenance of working and official departmental files including as-built records and property holdings.
- Monitors changes in laws, regulations, and technology that may affect programs and projects; implements policy and procedural changes as required.

- Attends Board of Director and committee meetings as required; prepares and presents staff reports and agenda items for consideration by the Board; serves as advisor to the General Manager and Board on engineering and regulatory compliance matters; assists the General Manager in carrying out directives of the Board of Directors.
- Performs related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Administrative principles and practices, including goal setting, program development, implementation, and evaluation, and supervision of staff, either directly or through subordinate levels of supervision.
- Engineering theories, principles, and practices and their application to the design, construction, operation, and maintenance of a wide variety of wastewater treatment facilities and collection systems.
- Principles and techniques of capital improvement and Renewal & Replacement maintenance project design, construction, inspection, funding, and long-term maintenance.
- Principles and practices of project management, budgeting, and contract administration.
- General principles of risk management related to the functions of the assigned area.
- Principles and practices of employee supervision, including work planning, assignment review and evaluation, and the training of staff in work procedures.
- Organization and management practices as applied to the development, analysis, and evaluation of programs, policies, and operational needs of the assigned functional area.
- Applicable federal, state, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility.
- Practices of researching issues, evaluating alternatives, making sound recommendations, and preparing and presenting effective staff reports.
- Technical, legal, financial, and public relations associated with the management of engineering projects and programs.
- Modern office practices, methods, and computer equipment and applications.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for effectively representing the District in contacts with government agencies, community groups, and various business, professional, regulatory, and legislative organizations.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and District staff.

Ability to:

- Develop and implement goals, objectives, policies, procedures, and work standards.
- Plan, organize, administer, coordinate, review, and evaluate a comprehensive engineering program.
- Plan, organize, assign, review, and evaluate the work of staff; train staff in work procedures.
- Evaluate and develop improvements in processes and procedures.

- Apply engineering principles, practices, concepts, and standards to a variety of design, construction, operations, and maintenance activities.
- Independently conduct comprehensive and complex engineering studies, investigations, and analyses and perform engineering calculations.
- Prepare, understand, and interpret construction plans, specifications, drawings, and other engineering documents.
- Interpret, apply, explain, and ensure compliance with federal, state, and local policies, procedures, laws, and regulations.
- Effectively represent the District in meetings with governmental agencies, community groups, various businesses, professional, and regulatory organizations, and in meetings with individuals.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Prepare clear and concise reports, correspondence, procedures, and other written materials.
- Establish and maintain a variety of filing, record keeping, and tracking systems.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Effectively use computer systems, software, and modern business equipment to perform a variety of work tasks.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Graduation from a four-year ABET-accredited college or university with major coursework in civil, mechanical, environmental, or sanitary engineering and five (5) years of increasingly responsible experience managing and/or supervising engineering programs, including three (3) years of design and project leadership experience.

Licenses and Certifications:

- Possession of a valid California Driver's License by time of appointment and satisfactory driving record consistent with requirements established by the District.
- Possess and maintain a valid license as a Professional Engineer issued by the California Board for Professional Engineers, Land Surveyors, and Geologists.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to inspect various project or construction sites; to operate a motor vehicle

and to visit various District and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification bend, stoop, kneel, reach, and climb to perform work and inspect work sites. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 30 pounds.

ENVIRONMENTAL ELEMENTS

Employees work in both a field and office environment; the office environment, comprises of moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. When working in the field, employees are occasionally exposed to pollen, dust, loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspaces, mechanical and/or electrical hazards, and hazardous chemical substances and fumes.

OTHER REQUIREMENTS

Per California Government Code, Title 1, Division 4, Chapter 8, Section 3100, "all public employees are hereby declared to be disaster service workers subject to such disaster service activities as may be assigned to them by their superiors or by law."



Las Gallinas Valley Sanitary District
Salary Pay Schedule as of July 1, 2023
(Management and Unrepresented Employee Group)

EXHIBIT B

Full Time Positions	Monthly Salary					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
District Engineer	15,857	16,650	17,482	18,357	19,274	20,238

Summary of Benefit Provisions for the Unrepresented Management and Employee Bargaining Group
July 1, 2023 to June 30, 2026

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	12 holidays per year plus 1 floating holiday
Max Vacation Accrual	15.2	272 hours
Vacation Time Awarded	15.2	For Management Employees Only, accrual is based on years of CalPERS service credit
		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 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
Bereavement Leave	15.4	3 days paid leave specified family members
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 per 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. Annual cap of \$4,000 effective January 1, 2024.

Note: This summary is for administrative convenience only. If there is a discrepancy between the information in the table and contract, the contract will apply.

Summary of Benefit Provisions for the Unrepresented Management and Employee Bargaining Group
July 1, 2023 to June 30, 2026

Vision	17.5	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	17.7	1 x Salary up to \$100,000
Long-term Disability	17.11	66.67% of monthly salary up to \$15,000 of salary
Wellness Program	17.12	\$500 per calendar year reimbursement
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
Deferred Comp 457	18.1	District match up to \$1,200 per calendar year
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
	18.2.3	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 Stipend	19	Annual \$325, to eligible employees to be paid on first full pay period check in January
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.

Note: This summary is for administrative convenience only. If there is a discrepancy between the information in the table and contract, the contract will apply.

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 _____, 2023, 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 commence on September 7, 2023 and end later on June 30, 2026, 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, 2026, 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 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, 2023, the Employee’s compensation will be \$19,744 per month (Step 6) as set forth in Exhibit “B”, the pay scale as of July 1, 2023. The base monthly compensation excludes the granting of longevity pay in accordance with Section 3, paragraph B.

F. Effective July 1, 2024, the Employee will be entitled to a General Wage COLA increase of 3.0%.

G. Effective July 1, 2025, the Employee will be entitled to a General Wage COLA increase of 3.0%.

H. 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 compensated \$430.72 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). Employees can be reimbursed for the phone purchases once every 3 years up to \$295.16. 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. Vacation accrual shall be calculated based on years of CalPERS public sector service credit beginning the first pay period after this agreement is executed. For the purposes of calculating vacation accrual, public sector service means service with a CalPERS agency or an agency with CalPERS reciprocity.

I. 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. 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
101 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, 2026. Any increase in salary or benefits renegotiated will be retroactive to July 1, 2026.

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 General Manager, and duly attested by its District Secretary, and the Employee has signed and executed this Agreement the day and year first above written.

Date: _____

Curtis Paxton
General Manager
Las Gallinas Valley Sanitary District

Dated: _____

Robert Liebmann

ATTEST:

Teresa Lerch
District Secretary

APPROVED AS TO FORM:

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

LAS GALLINAS VALLEY SANITARY DISTRICT

**February 2021
FLSA: EXEMPT**

PLANT MANAGER

DEFINITION

Under general direction of the General Manager, plans, organizes, coordinates and manages operations and maintenance of the wastewater treatment and recycled water and reclamation facilities; serves as Chief Plant Operator; serves as a liaison and coordinates assigned activities with other District personnel and external agencies to ensure compliance with reporting requirements; works collaboratively with the Environmental Services Manager and Collection System/Maintenance/Safety Manager; provides responsible and complex administrative and operational assistance to the General Manager; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the General Manager. Exercises direct supervision over assigned staff.

CLASS CHARACTERISTICS

This is a management classification responsible for planning, organizing and managing plant operations and maintenance staff, projects and programs. The incumbent is responsible for performing diverse, specialized and complex work involving significant accountability and decision-making responsibilities, which include developing and implementing policies and procedures, reporting, compliance and program evaluation. Incumbents serve as a professional resource for organizational, managerial and operational analyses and studies. The incumbent is accountable for accomplishing operations goals and objectives and for furthering District goals and objectives within general policy guidelines.

EXAMPLES OF TYPICAL FUNCTIONS (Illustrative Only)

The following functions are typical for this classification. Incumbents may not perform all of the listed functions and/or may be required to perform additional or different functions from those set forth below to address business needs and changing business practices.

- Assumes managerial responsibility for all operations and maintenance for the wastewater treatment and recycled water and reclamation facilities; serves as the District's Chief Plant Operator.
- Participates in the development and implementation of goals, objectives, policies and priorities for the District; recommends, within District policy, appropriate service and staffing levels; recommends and administers policies and procedures while ensuring financial, regulatory and legal requirements are met.

- Selects, trains, motivates and directs assigned staff; evaluates and reviews work for acceptability and conformance with District standards; provides or coordinates staff training; works with employees to correct deficiencies; recommends discipline; responds to staff questions and concerns.
- Contributes to the overall quality of District services by continuously monitoring and evaluating the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors distribution of work, support systems and internal reporting relationships; identifies and recommends opportunities for improvements.
- Manages and administers the department's budget; directs the forecast of additional funds needed for staffing, equipment and supplies; directs the monitoring of and approves expenditures; purchases supplies and equipment; maintains adequate inventory of supplies, tools and equipment to efficiently operate and maintain the District's facilities and equipment.
- Develops and manages requests for proposals for professional and/or contracted services; evaluates proposals and recommends award; prepares and negotiates contracts; administers contracts and oversees consultants and contractors to ensure compliance with District standards, contract specifications and service quality.
- Participates in the development and administration of the District's Capital Improvement Program (CIP), including planning, prioritizing and scheduling long-term capital improvement and Renewal & Replacement maintenance projects in coordination with the General Manager and other management staff.
- Participates in the design, engineering, construction and field inspection processes for District CIP and maintenance projects; attends pre-construction and construction status meetings; develops and reviews plans and specifications and recommends changes as appropriate to meet operational needs.
- Coordinates activities with other District departments and legal counsel and those of outside agencies regarding standards, easements and leases as may be required.
- Meets and confers with contractors, engineers, developers, architects, outside agencies and the general public in acquiring information and coordinating operations and maintenance projects, programs and services; provides information regarding District requirements.
- Manages the development and implementation of various operations and maintenance programs, including alternative energy/sustainability, treatment plant related emergency preparedness and response and asset management programs.
- Works closely with the Collection System/Maintenance/Safety Manager on developing and implementing a comprehensive preventative maintenance program and coordinating corrective maintenance and repair activities and projects.
- Works closely with the Environmental Services Manager to ensure compliance with federal, state, and local regulatory requirements including National Pollutant Discharge Elimination System (NPDES) permit; ensures compliance with operating parameters; provides operations data to the Environmental Services Manager for regulatory reporting purposes.
- Represents the District and makes presentations to governmental, regulatory or private organizations, professional groups and the public; assists in coordinating public tours of District facilities.
- Prepares a variety of written correspondence, reports, procedures and other written materials.

- Maintains and directs the maintenance of working and official departmental files.
- Monitors changes in laws, regulations and technology that may affect programs and projects; implements policy and procedural changes as required.
- Attends Board of Director and committee meetings as required; prepares and presents staff reports and agenda items for consideration by the Board; serves as advisor to the General Manager and Board on District operations matters; assists the General Manager in carrying out directives of the Board of Directors.
- Observes safe work methods and makes appropriate use of related safety equipment as required.
- Performs related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Administrative principles and practices, including goal setting, program development, implementation and evaluation, and supervision of staff, either directly or through subordinate levels of supervision.
- Principles and practices of wastewater treatment and recycled water and reclamation facilities program management.
- Basic principles of laboratory and environmental services programs.
- Principles and techniques of capital improvement and Renewal & Replacement maintenance project design, construction, inspection, funding and long-term maintenance.
- Principles and practices of project management, budgeting and contract administration.
- General principles of risk management related to the functions of the assigned area.
- Principles and practices of employee supervision, including work planning, assignment review and evaluation and the training of staff in work procedures.
- Organization and management practices as applied to the development, analysis and evaluation of programs, policies and operational needs of the assigned functional area.
- Applicable federal, state and local laws, regulatory codes, ordinances, policies and procedures relevant to assigned area of responsibility.
- Practices of researching issues, evaluating alternatives, making sound recommendations and preparing and presenting effective staff reports.
- Technical, legal, financial and public relations associated with the management of wastewater operations and maintenance projects and programs.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors and District staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition and grammar.
- Modern equipment and communication tools used for business functions and program, project and task coordination, including computers and software programs relevant to work performed.

Ability to:

- Develop and implement goals, objectives, policies, procedures and work standards.
- Plan, organize, administer, coordinate, review and evaluate a comprehensive wastewater and recycled water and reclamation operations programs.
- Plan, organize, assign, review and evaluate the work of staff; train staff in work procedures.
- Evaluate and develop improvements in processes and procedures.
- Analyze laboratory results and operations data to determine root cause of problems and recommend process optimization changes.
- Prepare, understand and interpret construction plans, designs, specifications and related documents.
- Interpret, apply, explain and ensure compliance with federal, state and local policies, procedures, laws and regulations.
- Effectively represent the District in meetings with governmental agencies, community groups, various businesses, professional and regulatory organizations and in meetings with individuals.
- Research, analyze and evaluate new service delivery methods, procedures and techniques.
- Prepare clear and concise reports, correspondence, procedures and other written materials.
- Establish and maintain a variety of filing, record keeping and tracking systems.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities and meet critical time deadlines.
- Effectively use computer systems, software applications and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Use tact, initiative, prudence and independent judgment within general policy, procedural and legal guidelines.
- Establish, maintain and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to graduation from an accredited four-year college or university with major coursework in environmental engineering, environmental science, biology, chemistry, business or public administration or a closely related field and five (5) years of increasingly responsible experience managing and/or supervising wastewater treatment plant operations and maintenance.

Licenses and Certifications:

- Possession of a valid California Driver's License by time of appointment and satisfactory driving record consistent with requirements established by the District.

- Possess and maintain a valid Grade IV or Grade V Wastewater Treatment Operator certificate issued by the State Water Resources Control Board (SWRCB).

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer, and to work in a wastewater treatment plant setting and in the field; strength, stamina and mobility to perform light physical work, to work in confined spaces, around machines, to climb and descend ladders and to operate a motor vehicle to visit various District and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone or radio. The job involves walking in operational areas to identify problems or hazards and to conduct field inspections of projects and work sites. Finger dexterity is needed to access, enter and retrieve data using a computer keyboard or calculator and to operate tools and equipment. Positions in this classification bend, stoop, kneel, reach and climb to perform work in and inspect work sites. Employees must possess the ability to lift, carry, push and pull materials and objects weighing up to 30 pounds.

ENVIRONMENTAL ELEMENTS

Employees work primarily in an office environment with moderate noise levels, controlled temperature conditions and no direct exposure to potentially hazardous physical substances. Employees also work in a wastewater treatment plant and in the field and are exposed to pollen, dust, loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspaces, chemicals, mechanical, and/or electrical hazards and hazardous physical substances and fumes.

OTHER REQUIREMENTS

Per California Government Code, Title 1, Division 4, Chapter 8, Section 3100, "all public employees are hereby declared to be disaster service workers subject to such disaster service activities as may be assigned to them by their superiors or by law."



Las Gallinas Valley Sanitary District
Salary Pay Schedule as of July 1, 2023
(Management and Unrepresented Employee Group)

EXHIBIT B

Full Time Positions	Monthly Salary					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Plant Manager	15,470	16,244	17,056	17,909	18,804	19,744

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July 1, 2023 to June 30, 2026

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
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Max Vacation Accrual	15.2	272 hours
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		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.
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Technology	Per Contract	Reimbursed for iPad or Laptop – Limit of \$1,347 per 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. Annual cap of \$4,000 effective January 1, 2024.

Note: This summary is for administrative convenience only. If there is a discrepancy between the information in the table and contract, the contract will apply.

Summary of Benefit Provisions for the Unrepresented Management and Employee Bargaining Group
July 1, 2023 to June 30, 2026

Vision	17.5	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	17.7	1 x Salary up to \$100,000
Long-term Disability	17.11	66.67% of monthly salary up to \$15,000 of salary
Wellness Program	17.12	\$500 per calendar year reimbursement
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
Deferred Comp 457	18.1	District match up to \$1,200 per calendar year
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
	18.2.3	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 Stipend	19	Annual \$325, to eligible employees to be paid on first full pay period check in January
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.

Note: This summary is for administrative convenience only. If there is a discrepancy between the information in the table and contract, the contract will apply.




Item Number 7

GM Review CP

Agenda Summary Report

To: Board of Directors

From: Dale McDonald, Administrative Services Manager 
(415) 526-1519 dmcdonald@lgvsd.org

Meeting Date: September 7, 2023

Re: Resolution Approving Pay Scales for Represented Classifications Effective July 1, 2023, Pursuant to the California code of Regulation, Subchapter 1, Employees' Retirement System Regulations Section 570.5.

Item Type: Consent Action Information Other

Standard Contract: Yes No (See attached) Not Applicable

STAFF RECOMMENDATION

Staff requests that the Board approve the attached Salary Pay Schedule and associated Resolution 2023-2316.

BACKGROUND

As a result of a three-year successor Memorandum of Understanding (“MOU”) agreement between Operating Engineers Local 3 and the Las Gallinas Valley Sanitary District the represented salary schedules for employee classifications was modified effective July 1, 2023. The MOU provides for a Cost-of-Living Adjustment (“COLA”) pay increase of 5% as of July 1, 2023 and added a sixth salary step to the Salary Pay Schedule.

Management and unrepresented employee employment agreements were modified to incorporate the 5% COLA and add a sixth step as well.

The attached Salary Pay Schedule for fiscal year 2023-2024 combines changes across all represented, unrepresented, and management classifications. Longevity pay has been removed from the salary schedule and is now referenced as footnotes for eligible employees.

PREVIOUS BOARD ACTION

Approval of the MOU and employment agreements were considered by the Board immediately prior to this agenda item. The previous salary schedule as of October 31, 2022 was approved on October 20, 2022.

ENVIRONMENTAL REVIEW

N/A

FISCAL IMPACT

The fiscal year 2023-2024 budget provides funding for the pay increases negotiated.

RESOLUTION NO. 2023-2316

**A RESOLUTION ADOPTING THE PAY SCALES EFFECTIVE JULY 1, 2023
PURSUANT TO THE CALIFORNIA CODE OF REGULATIONS, SUBCHAPTER 1,
EMPLOYEES' RETIREMENT SYSTEM REGULATIONS SECTION 570.5**

LAS GALLINAS VALLEY SANITARY DISTRICT

WHEREAS, the Las Gallinas Valley Sanitary District ("District") adopted a Salary Pay Schedule for all employees on October 20, 2022; and

WHEREAS, the District has approved a three-year successor Memorandum of Understanding with Operating Engineers Local 3 ("OE3") on September 7, 2023 which includes a General Wage Cost-of-Living Adjustment ("COLA") of 5% effective July 1, 2023; and

WHEREAS, the District and OE3 has agreed to add a sixth salary step to the Salary Pay Schedule for all employee classifications; and

WHEREAS, the management and unrepresented employee group agreed to incorporate the OE3 negotiated COLA and sixth salary step into their employment agreements; and

WHEREAS, the Las Gallinas Valley Sanitary 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 adopt the Salary Pay Schedule Effective July 1, 2023, which is attached as Exhibit A 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).

* * * * *

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 September 7, 2023, by the following vote of the members thereof:

AYES, and in favor thereof, Members:

NOES, Members:

ABSENT, Members:

ABSTAIN, Members:

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

APPROVED:

(seal)

Megan Clark, Board President



Las Gallinas Valley Sanitary District
Salary Pay Schedule as of July 1, 2023

EXHIBIT A

Full Time Positions	Monthly Salary					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Administrative Assistant	6,360	6,678	7,012	7,362	7,730	8,117
Administrative/Financial Specialist	8,767	9,205	9,666	10,149	10,656	11,189
Administrative Services Manager	15,470	16,244	17,056	17,909	18,804	19,744
Assistant Engineer	9,677	10,161	10,669	11,202	11,763	12,351
Associate Engineer	11,791	12,380	12,999	13,649	14,332	15,048
Civil Engineering Technician	7,749	8,136	8,543	8,970	9,419	9,890
Collection System/Maintenance/Safety Manager	15,093	15,848	16,640	17,472	18,346	19,263
Collection System Operator ⁽¹⁾	6,053	6,356	6,674	7,007	7,358	7,726
Collection System Operator I ⁽¹⁾	6,360	6,678	7,012	7,362	7,730	8,117
Collection System Operator II	6,682	7,016	7,367	7,735	8,122	8,528
Collection System Operator III	7,195	7,555	7,933	8,330	8,746	9,183
Collection System Operator Lead	7,749	8,136	8,543	8,970	9,419	9,890
CMMS Technician	7,749	8,136	8,543	8,970	9,419	9,890
District Engineer	15,857	16,650	17,482	18,357	19,274	20,238
Executive Assistant / Board Secretary	13,103	13,758	14,446	15,168	15,927	16,723
Electrical Instrumentation Technician	9,211	9,671	10,155	10,663	11,196	11,756
Environmental Services Supervisor	11,222	11,784	12,373	12,991	13,641	14,323
Laboratory Analyst-in-Training ⁽¹⁾	7,375	7,744	8,131	8,538	8,965	9,413
Laboratory Analyst I ⁽¹⁾	7,749	8,136	8,543	8,970	9,419	9,890
Laboratory Analyst II	8,553	8,981	9,430	9,901	10,396	10,916
Laboratory Analyst III	9,919	10,415	10,936	11,483	12,057	12,659
Maintenance Supervisor	11,222	11,784	12,373	12,991	13,641	14,323
Plant Manager	15,470	16,244	17,056	17,909	18,804	19,744
Plant Operator-in-Training ⁽¹⁾	6,682	7,016	7,367	7,735	8,122	8,528
Plant Operator I ⁽¹⁾	7,020	7,371	7,740	8,126	8,533	8,959
Plant Operator II	7,749	8,136	8,543	8,970	9,419	9,890
Plant Operator III	8,553	8,981	9,430	9,901	10,396	10,916
Plant Operator Lead	9,211	9,671	10,155	10,663	11,196	11,756
Plant Operations Supervisor	11,222	11,784	12,373	12,991	13,641	14,323
Skilled Maintenance Worker I ⁽¹⁾	6,682	7,016	7,367	7,735	8,122	8,528
Skilled Maintenance Worker II	7,749	8,136	8,543	8,970	9,419	9,890
General Manager ⁽²⁾	23,333 Effective July 1, 2023 / 24,500 Effective August 1, 2023					

How to Use this Pay Scale: Steps 1 through 6 are the regular base wage levels for all positions. Longevity Pay is available to eligible employees hired prior to 9/7/2023. Employees hired after 9/7/2023 are not eligible for longevity pay. Longevity Pay equal to 5% of employee's base wage rate is given beginning on the 7th year of employment for eligible employees. Additional Longevity Pay of 3% is given beginning on the 11th year of employment for eligible employees. Additional Longevity Pay equal to 2% is given beginning on the 16th year of employment for management hired prior to 7/1/2016.

⁽¹⁾ Employees in entry level classifications are not eligible for longevity pay.

⁽²⁾ The General Manager position is an executive contract position. General Wage COLA effective August 1, 2023.

Resolution No. 2023-2316

Revised / Adopted _____



Item
 Number 8
 GM Review CP

Agenda Summary Report

To: Board of Directors
From: Curtis Paxton, General Manager
 (415) 526-1511; cpaxton@lgsd.org
Mtg. Date: September 7, 2023
Re: Las Gallinas Valley Sanitary District Response to the Grand Jury Report (ADUs)
Item Type: Consent Action X Information
Standard Contract: Yes No (See attached) Not Applicable .

STAFF RECOMMENDATION

Receive the 2022-23 Marin County Civil Grand Jury report titled “*Build More ADUs – an Rx to Increase Marin’s Housing Supply*” dated June 15, 2023.

Review the draft response to the Grand Jury Report, and authorize the General Manager to provide the response to the Grand Jury.

BACKGROUND

The 2022-23 Marin County Civil Grand Jury issued a report titled “*Build More ADUs – An Rx to Increase Marin’s Housing Supply*” dated June 15, 2023. A copy of the report is attached. The Grand Jury is requesting that the District provide a response to Finding F7 and Recommendation R4 of the report by September 15, 2023. A draft response is attached for the Board’s review and consideration.

PREVIOUS BOARD ACTION

On May 6, 2021, the Board adopted Ordinance 186 related to impact fees for ADUs.

ENVIRONMENTAL REVIEW

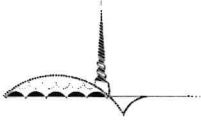
N/A

FISCAL IMPACT

N/A

ATTACHMENTS:

- Grand Jury Report: “*Build More ADUs – An Rx to Increase Marin’s Housing Supply*” dated June 15, 2023
- Draft Response Letter
- Ordinance 186



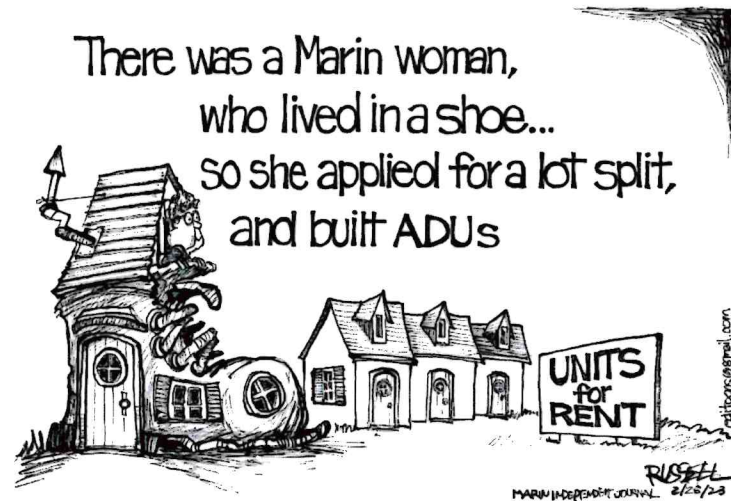
Build More ADUs - An Rx to Increase Marin's Housing Supply

June 15, 2023

SUMMARY

As a result of California's new state mandated Housing Element, Marin County and all its municipalities are obligated to build 14,210 new housing units by 2031.¹ Accessory Dwelling Units (ADUs) can help fill that need.

Marin County's housing production is not keeping pace with demand. The lack of housing supply to meet people's needs impacts affordability and causes average housing costs, particularly for renters in Marin, to rise significantly. As affordable housing becomes less accessible, people drive longer distances between homes they can afford and their workplace, or pack themselves into smaller shared spaces, both of which reduce quality of life and produce negative environmental impacts.



By permission of George Russell/Marin Independent Journal

* Note: The law does not require a lot split to build an ADU

One approach that could help achieve these housing goals is based upon a recognition that many property owners and residents reside on land on which they could build additional or secondary housing units. These second units, variously called granny flats, in-law units, garage houses, and under state law "Accessory Dwelling Units" (ADUs) and "Junior Accessory Dwelling Units" (JADUs) have become an increasingly popular form of housing. Unfortunately, they have not always been treated as "legal" under local law. Now, California law has effectively legalized

¹ 4,171 (very low income <50 percent AMI (Area Median Income), 2,400 (low income <80 percent AMI), 2,182 5,652 Total: 14,405. https://abag.ca.gov/sites/default/files/documents/2022-04/Final_RHNA_Methodology_Report_2023-2031_March2022_Update.pdf (accessed March 6, 2023); www.hcd.ca.gov/policy-and-research/accessory-dwelling-units/ Several Marin jurisdictions' Housing Elements make similar arguments; Ross, Appendix C-15.

their construction and occupancy.² Because building these units (a) does not require purchasing additional land, (b) can be added to existing structures and (c) can have fewer construction requirements than traditional single family houses on a square foot basis, they may be built less expensively. California's new law recognizes that ADUs can help fulfill the state's housing mandate, and can do so affordably and with a lesser impact on land use and the environment.³ Contrary to the sentiment expressed in the introductory cartoon, neither the "Marin woman who lived in a shoe" nor anyone else has to "apply for a lot split" before building an ADU.

Allowing ADUs in single-family and multifamily residential zones provides additional rental housing stock which are an essential component of the housing supply in California.⁴ Every Marin jurisdiction has increased ADU production, but there are a number of improvements that can be made to accelerate this process. This report highlights best practices in Marin and other Bay Area communities and suggests ways to facilitate development of ADUs and Junior Accessory Dwelling Units (collectively herein "ADUs").

ADU development has grown throughout the county since 2019.⁵ Marin County's local governments' recently enacted Housing Elements assume that 9.5 percent of their required housing units could be fulfilled with ADUs.⁶ One planning model shows a potential of 9,500 units, which is 66 percent of the requirement.⁷ For example, in Vancouver, Canada, 35 percent of single family houses have ADUs.⁸

² <https://www.hcd.ca.gov/policy-and-research/accessory-dwelling-units> (accessed March 6, 2023)

³ Calif. Gov. Code 65852.2 (m). A local agency may count an accessory dwelling unit for purposes of identifying adequate sites for housing, as specified in subdivision (a) of Section 65583.1, subject to authorization by the department and compliance with this division.

⁴ SB 1069 (2016). M. Nolan Gray, "The Housing Revolution is Coming," *The Atlantic*, October 5, 2022

⁵ Cities and County Housing Element Submissions 2022. Marin County, 2023-2031 Regional Housing Needs Assessment Appeal Request, July 9, 2021 notes the County's goal of increasing the supply of Accessory Dwelling Units along the City Centered Corridor.

⁶ Marin County's share of the region's housing allocation is 3.265 percent while Sonoma County's share is 3.3 percent. <https://abag.ca.gov/our-work/housing/rhna-regional-housing-needs-allocation> (Accessed March 6, 2023).

⁷ <https://turnercenter.berkeley.edu/wp-content/uploads/2021/07/SB-9-Brief-July-2021-Final.pdf> (accessed March 6, 2023). This approach uses an algorithm based on mapping the community.

⁸ <https://www.sightline.org/2016/02/17/why-vancouver-trounces-the-rest-of-cascadia-in-building-adus/> (Accessed March 6, 2023).

Table 1
Marin County and Cities
Housing Regional Housing Needs Allocation (RHNA) Requirements and
Projected ADUs by 2031

Communities	RHNA	ADU History					ADU Goal	% of RHNA	
		2018	2019	2020	2021	2022			'23-'31
Belvedere	160		4				0	0.00	
Corte Madera	725	7	4	20	21		100	13.79	
Fairfax	490	14	16	11	12		86	17.55	
Larkspur	979		6	6	6		48	4.90	
Mill Valley	865	0	16	16	29	1	160	18.50	
Novato	2,090	6	10	16	27		118	5.65	
Ross	111	0	0	1	3	10	80	72.07	
San Anselmo	833	6	9	22	24		160	19.21	
San Rafael	3,220	78						200	6.21
Sausalito	724		10	10	12	15	64	8.84	
Tiburon	639	4	5	5	11		72	11.27	
Unincorporated Marin	3,569		37	32	35		280	7.85	
Total Units	14,405						1,368	9.50	

Source: 2022 Housing Elements submitted by County and municipalities; Sausalito: Housing Element HBR-120, Table 56 HBR-95 calculations. Accessed December 2022.

Many community planning professionals have argued these additional second units could benefit property owners as an additional source of income, assistance for older residents who could “retire in place” or a place for caregivers, as well as a home for family members. Community rewards might include housing for the local workforce, integrating energy-efficient housing, and reduced overcrowding.⁹

BACKGROUND

What is an ADU?

An ADU is an accessory dwelling of a primary residence and has complete independent living facilities for one or more persons. There are different types of ADUs:

- Detached: The unit is separated from the primary structure.
- Attached: The unit is attached to the primary structure.
- Converted Existing Space: A space (e.g., primary bedroom, attached garage, storage area or similar use, or an accessory structure) on the lot of the primary residence that is converted into an independent living unit.

⁹ <https://www.hcd.ca.gov/policy-and-research/accessory-dwelling-units> (Accessed March 9, 2023). Several Marin jurisdictions’ Housing Elements make similar arguments; Ross, Appendix C-15.

- Junior Accessory Dwelling Unit (JADU): A specific type of conversion of existing space that is contained entirely within an existing or proposed single-family residence.¹⁰

ADUs are not new. In previous eras they were given a variety of names, e.g., in-law units, backyard cottages, or granny units. They are quite common throughout the United States and California. In California, which has passed a series of laws enabling the use of ADUs, permits rose to nearly 20,000 in 2021 from about 1,200 in 2016.¹¹

The addition of ADUs to neighborhoods may promote what Jane Jacobs, in her book *The Death and Life of Great American Cities*, called "social capital," "mixed primary uses," and "eyes on the street."¹² This "gentle density" permits a range of casual public interactions which promote safety, contact, and the assimilation of children.

Planning, financing, and building an ADU is straightforward. It requires suitable land, a means to finance the project, and the ability to find a qualified building contractor. Fortunately, there are a number of public and private organizations that can help. For example, the CASITA Coalition provides individual homeowners guides and directions for how to work with public agencies, identify financing options, and even provides examples of building plans.¹³

ADUs Can Be Affordable to Build

Because of their small footprint, ADUs are significantly less expensive to build than new detached single-family homes. They also offer benefits that address common development barriers, such as land use and environmental sustainability. Because ADUs must be built on lots with existing or proposed housing, they do not require paying for new land or other costly infrastructure often required to build a new single-family home. It's a way to add capacity within the existing footprint, a strategy planners sometimes call "gentle density."¹⁴ ADUs do not require much government investment in infrastructure, and they reduce energy consumption and costs.

JADUs are contained inside existing or proposed single-family homes, and thus require relatively modest renovations and can be more affordable to complete. ADUs are often built with cost-effective one- or two-story wood frames, which are also less expensive than other construction types. Additionally, prefabricated ADUs (e.g., manufactured housing and factory-built housing) can be directly purchased and can further reduce construction time and cost. ADUs can provide as much living space as apartments and condominiums, and work well for couples, small families, friends, young people, and seniors.

ADUs Can Be Affordable for Renters

A regional survey of ADU affordability was conducted by the Association of Bay Area Governments (ABAG) to support the 6th Cycle Housing Elements.¹⁵ This survey examined rental costs by region, including Marin, Napa, and Sonoma Counties in the North Bay Region. The survey concluded that when accounting for ADUs rented at market rates, and ADUs rented at discounted rates to families and friends, 29 percent are affordable to very low income

¹⁰ <https://adumarin.org/thinking> (Accessed March 6, 2023).

¹¹ <https://www.nytimes.com/2023/01/29/health/elderly-housing-adu.html> (Accessed Mar. 6, 2023). See Appendix B.

¹² Jane Jacobs, *The Death and Life of Great American Cities* (Random House 1961).

¹³ <https://www.casitacoalition.org/adu-blog-info-for-homeowners/> (Accessed March 6, 2023).

¹⁴ <https://www.nytimes.com/2023/01/29/health/elderly-housing-adu.html> (Accessed March 6, 2023).

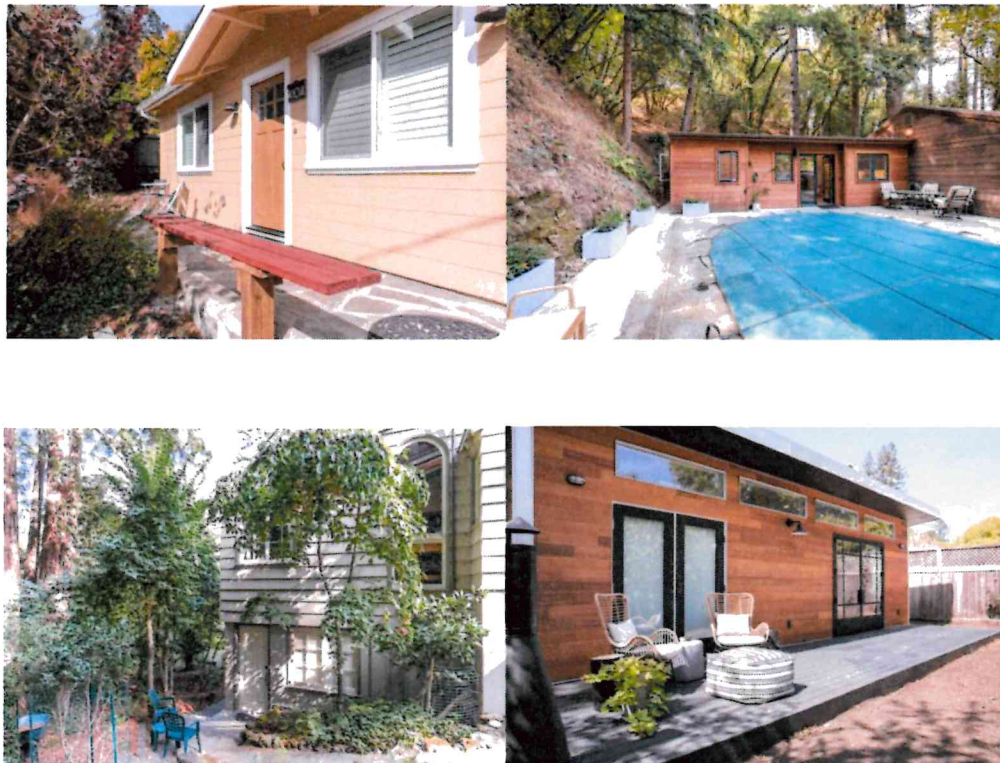
¹⁵ <https://abag.ca.gov/our-work/housing/rhna-regional-housing-needs-allocation> (Accessed March 6, 2023).

households, 44 percent to low income households, 26 percent to moderate income households, and 7 percent to above moderate income households. Sausalito undertook a similar survey.¹⁶

Based on the responses from the two surveys, it appears that: 16.2 percent of ADUs are projected to be affordable to very low income households, 32.4 percent to low income households, 32.4 percent to moderate income households, and 18.9 percent to above moderate income households.

Appearance

ADUs come in a variety of flavors. Here is a small sample from Marin.¹⁷



Construction costs

As with any construction, the cost varies considerably based on, among other things, the terrain and the finishes. Construction costs per square foot for ADUs are generally in line with the cost of building any single family dwelling.¹⁸ The four ADUs built in Marin shown above ranged from \$60 to \$521 per square foot (2019 costs). However, because of their size, ADUs may be

¹⁶ <https://housingelementsmarin.org/city-of-sausalito> (Accessed March 5, 2023).

¹⁷ Upper left photo, <https://adumarin.org/spotlights/neighbor-spotlight-brenda-and-donal-in-corte-madera> ; Upper Right photo, <https://adumarin.org/spotlights/neighbor-spotlight-cheryl-and-kathy-in-marin>; Lower Left photo, <https://adumarin.org/spotlights/neighbor-spotlight-jane-and-doug-in-mill-valley>, Lower Right photo, <https://adumarin.org/spotlights/neighbor-spotlight-julie-and-tim-in-san-anselmo>, (all Accessed March 31, 2023)

¹⁸ The median cost to build an ADU in California is about \$150,000 according to a 2021 (using 2019 data) survey according to calculations by Terner Center staff, page 3. See more: <https://www.aducalifornia.org/wp-content/uploads/2021/04/Implementing-the-Backyard-Revolution.pdf> (Accessed March 6, 2023).

more amenable to prefab construction and thus less expensive. You can even buy kits from such retailers as Home Depot, Amazon or others.¹⁹

Constructing an ADU will increase the value of the property. Generally, the subsequent improvement will be incorporated in the property's tax bill.²⁰ The property as a whole is not reassessed, but the county will issue a supplemental tax bill reflecting the increased value of the property from construction of the ADU.²¹

Some jurisdictions outside of California waive property tax increases under certain conditions. For example, in Oregon a special state act granted homeowners in Salem the option of exempting the value of an accessory dwelling unit (ADU) on their property from their property taxes so long as they are renting the ADU, including utilities, for a monthly amount affordable for those at or below 70 percent of the area median income.²²

Financing

Generally, property owners finance the construction of ADUs using conventional means, e.g., from their savings, equity loans, or by refinancing existing mortgages. Recently, some private lenders have introduced products to meet the growing ADU building demand.

To build upon the early success of ADU legislation, more financial tools are needed to facilitate greater ADU development amongst low to moderate income homeowners who do not have access to cash savings and cannot leverage home equity.²³

ADU financing may present some challenges for those without conventional means. Lending institutions may offer financing options. One institution that the Grand Jury is aware of is Redwood Credit Union (RCU). Among other things, RCU can take into account the future rental value of the ADU in order to determine the borrower's qualifications. RCU can also take over the fund management of the project, if requested.²⁴

In other communities local governments have initiated low-interest loan and grant programs, often with specific conditions designed to keep rents affordable.²⁵ Marin County has \$5 million available county-wide for various affordable housing projects.²⁶ However, claimants for these funds are non-profit developers and other government agencies. Unlike many other communities in California, Marin County and its municipalities have not created financing programs to assist individuals in building affordable housing. However, Marin County does have a program

¹⁹ <https://www.homedepot.com/p/The-Wave-Comfort-ADU-1-Bedroom-410-87-sq-ft-Tiny-Home-Steel-Frame-Building-Kit-Cabin-Guest-House-TWVP1B410/321417498> (Accessed March 6, 2023).

²⁰ <https://www.boe.ca.gov/proptaxes/newconstructionproperty.htm> (Accessed March 6, 2023).

²¹ <https://www.sccoplanning.com/ADU/FAQ.aspx> (Accessed March 6, 2023).

²² <https://www.salemma.gov/adu> (Accessed March 6, 2023).

²³ <https://ternercenter.berkeley.edu/> (Accessed March 6, 2023).

²⁴ <https://www.redwoodcu.org/loans/home/mortgage/construction-loans/> (Accessed March 6, 2023).

²⁵ See <https://www.sccoplanning.com/Portals/2/County/adu/ADU%20Loan%20Program%20Summary%202021.pdf> (Accessed March 6, 2023).

²⁶ The available funding includes roughly \$2.3 million in County Affordable Housing Funds (including a one-for-one match from the State Permanent Housing Allocation), \$2.4 million in new HOME-ARP funds through the U.S. Department of Housing and Urban Development (HUD), and \$600,000 in Community Development Block Grant funds specific to housing projects, also allocated by HUD.

restricted to residences in unincorporated areas so as to lower or mitigate permitting fees for private property owners desiring to build an ADU.²⁷

The California Housing Finance Agency (HFA) has an ADU Grant program for homeowners with low or moderate income.²⁸ It provides up to \$40,000 towards pre-development and non-recurring closing costs associated with the construction of an ADU. Predevelopment costs include site preparation, architectural designs, permits, soil tests, impact fees, property survey, and energy reports. Few, if any, of Marin County's or cities' websites prominently refer to this program.

The California Department of Housing and Community Development had these comments for Marin County by letter dated October 17, 2022:

- Develop a plan that incentivizes and promotes the creation of accessory dwelling units that can be offered at affordable rent... (Gov. Code, § 65583, subd. (c)(7).)
- Review the production of ADUs once in the planning period. A review of production should also: (1) assess affordability, (2) conduct a review more than once in the plan period (e.g., 3-4 times), and (3) commit to a menu of alternative actions that includes rezoning, if necessary, by a specific date (e.g., within six months of review).

APPROACH

The Grand Jury reviewed a broad range of relevant public information related to the planning, permitting, financing and building of ADUs. It did not obtain fee information from every municipality and special district. Additionally, appropriate information from County staff, and several knowledgeable people in the field of community planning and development of ADUs in other Bay Area counties was secured. The Grand Jury received documentation that was relevant in informing these decision makers and guiding their actions.

Many reports, written materials, and internet resources were studied, including but not limited to:

- Recently submitted housing elements by Marin County, Cities, and Towns
- California State ADU and relevant housing laws
- ADU Affordability Best Practices Guidelines
- California HFA ADU Grant Program.
- California Department of Housing and Community Development
- Marin County Community Development
- Understanding the Market: ADUs in Napa and Sonoma County report
- ADU Marin website
- Napa-Sonoma ADU website.

²⁷ <https://www.helloadu.org/marin-adu-services> (Accessed March 6, 2023).

²⁸ <https://www.calhfa.ca.gov/adu/> (Accessed March 6, 2023).

DISCUSSION

ADUs will allow for increased housing utilizing existing space from single family homes, which is the bulk of Marin's housing stock. According to the latest US Census, 62% of all Marin residences are considered detached residences, i.e., an equivalency to single family homes. Many of these detached residences could accommodate a second unit. As Table 2 shows, there are many lots that could *theoretically* have capacity for an ADU or JADU.

Table 2:

Estimating How Many Residences in Marin Are Detached

	Total Residences	Estimated Number of Detached Residences	Calculated Percentage
Belvedere	1,054	931	88.3%
Corte Madera	4,104	2,782	67.8%
Fairfax	3,676	2,447	66.6%
Larkspur	6,652	2,418	36.4%
Mill Valley	6,375	4,550	71.3%
Novato	21,490	12,413	58.2%
Ross	947	900	95.0%
San Anselmo	5,265	3,978	75.6%
San Rafael	24,678	11,496	46.6%
Sausalito	4,332	1,813	41.9%
Tiburon	3,853	2,535	65.8%
Unincorporated	23,188	18,253	78.7%
Total for County	111,570	69,866	62.6%

Source: United States Census, 2020.

ADUs come in all shapes. However, sizes are limited by local regulation. In general, the minimum size is 150 square feet, and the maximum is 1,200 square feet. There are certain financial incentives for ADUs of less than 750 square feet.²⁹ By way of comparison, in 1950 the average American single family home size was 983 square feet.³⁰

Marin jurisdictions, as shown in Table 1 above, have identified the potential of building at least 1,385 ADUs. The table illustrates the jurisdictions' projections (based upon historical trends and their own plans) vary considerably due to multiple factors: topography, willingness to encourage these developments, and the simple matter of available space. Marin communities could increase the actual number of ADUs which can be built.³¹

Marin County has made some efforts to encourage ADUs. It recently created a new ADU Technical Assistance program for homeowners to help make the process less overwhelming. The program provides free feasibility and project management support for qualified homeowners

²⁹ Calif. Gov. Code 65852.2 (f) (3)

³⁰ <https://www.investopedia.com/articles/pf/07/mcmansion.asp> (Accessed March 6, 2023).

³¹ Several California governments have adopted various incentive programs which have already increased the number of ADUs beyond projections. For example, the city of San Diego more than doubled the number of ADUs since 2021. <https://turnercenter.berkeley.edu/research-and-policy/san-diego-adu-bonus-program/> (Accessed March 6, 2023).

who live in the unincorporated areas of the County provided by HelloADU and paid for by the County.³² Marin County's "Make Room for Marin" website provides property owners with a step-by-step overview of the processes associated with ADU development.³³ However, the County and its towns and cities could do a more to encourage and facilitate the building of ADUs. There are often unnecessary delays in issuing building permits. San Jose, for example, offers same day permits in some instances.³⁴

As part of a state grant program, a partnership was established between ten cities and towns and the County called "ADUMarin." This partnership aims to promote the development of ADUs. It includes a variety of information sources on the County website, <https://adumarin.org>, providing interactive workbooks and webinars to assist interested property owners through all aspects of the ADU process.

Napa Sonoma ADU, in comparison, has at least one full time employee and is supported by grants from the Napa Valley Community Foundation and Sonoma County Community Foundation. It provides significantly more comprehensive services and support. Among other things, it offers an ADU calculator, local ADU rules, an address lookup tool, an ADU workbook, stories and floor plans, webinars, vendor registry, a newsletter, and social media.³⁵ Additionally, for a fee, it has an ADU feasibility consult, and permit-ready ADU plans.

On May 25, 2021, the Marin County Board of Supervisors approved an extension to the Accessory Dwelling Unit Fee Waiver Program, which offers property owners in the unincorporated areas of the county (which is approximately 27 percent of the population) fee waivers for the development of ADUs.³⁶ Under the program, in exchange for a property owner's agreement to rent their unit at affordable rates, county permit fees for ADUs may be waived up to the following:

- \$10,000 for ADUs that are rented at rates at or below 80 percent the Area Median Income
- \$5,000 for ADUs that are rented at rates between 81-120 percent of the Area Median income
- \$2,500 for ADUs that are rented at market-rate

The fees waived may include Community Development Agency fees such as planning, building and safety, environmental health services, and Department of Public Works fees such as traffic mitigation.

Impact Fees – Exceptionally Confusing in Spite of State Law

A significant number of Marin homeowners interested in building ADUs on their property are dissuaded from doing so due to prohibitively high impact and mitigation (a.k.a. connection or capacity) fees. One ADU professional characterized these fees as "piracy."

³² <https://www.helloadu.org/free-marin-county-services> (Accessed March 6, 2023).

³³ <https://www.marincounty.org/depts/cd/divisions/housing/make-room-for-marin> (Accessed March 9, 2023).

³⁴ <https://www.sanjoseca.gov/business/development-services-permit-center/accessory-dwelling-units-adus/preapproved-adus> (Accessed April 28, 2023).

³⁵ <https://napasonomaadu.org/> (Accessed March 6, 2023).

³⁶ <https://www.marincounty.org/-/media/files/departments/cd/housing/affordable-housing/adu-affordability/adupacketvfinal> (Accessed March 6, 2023).

SB 13 created a tiered fee structure that charges ADUs based on their size. This fee structure takes into consideration the impact of an ADU on a neighborhood's infrastructure and services, which is different from the impact created by single-family homes or multifamily buildings.³⁷ For example, an ADU of less than 750 square feet is likely to have only one bedroom and unlikely to have school age children living there. This would minimize the impact on schools, water, and sewers, among other services.

Local governments and Special Districts (listed in Appendix A) can charge a variety of fees for a development. These fees, commonly known as impact or mitigation fees, go toward infrastructure development (such as adding lanes or roads or supporting additional traffic) or other public benefits (such as new parks, schools, or affordable housing). In the wake of the passage of Proposition 13 in 1978 and the loss of significant property tax revenue, local governments and school districts have also turned to development fees as a means to generate revenue. Given that California cities have tightly restricted funding sources, fees are one of the few ways cities can pay for the indirect costs of growth.³⁸

State law governs the imposition of impact fees on ADUs.³⁹ Nonetheless, the agencies that might charge impact or mitigation fees have interpreted that state law differently. For example, the new construction of a detached 700 square foot ADU would incur no connection fee from Marin Water (formerly MMWD) but would cost \$8,675 in NMWD.⁴⁰ This discrepancy may be a result of different interpretations of how North Marin Water District interprets the applicable code to exempt ADUs from connection charges. North Marin Water District reads the code as exempting only ADUs created within an existing structure. In some instances, school impact fees provide another example. State law states that such fees are waived for ADUs smaller than 750 square feet, but many cities waive fees only for ADUs smaller than 500 square feet.⁴¹

Different agencies and municipalities throughout the county charge different fees. For example, Tiburon requires new and separate utility connections directly between the ADU and the utility. Consistent with Government Code section 66013, the service may be subject to a connection fee or capacity charge that is proportionate to the burden of the proposed ADU.⁴² In Napa and Sonoma counties, capacity charges for ADUs are waived if the unit is under 499 square feet, and then based upon a square footage charge for larger units.⁴³ In contrast, those fees in Marin have reportedly been as much as \$41,000.⁴⁴

These wide variations aside, it is uniformly challenging for a proponent of an ADU in Marin to get an accurate estimate for impact and connection fees simply by inspecting a town, city, or special district's website or even talking directly with staff of the planning and building

³⁷ <https://openstates.org/ca/bills/20192020/SB13/> (Accessed March 6, 2023).

³⁸ (Chapter 653, Statutes of 2019); <https://openstates.org/ca/bills/20192020/SB13/> (Accessed March 6, 2023).

³⁹ Calif. Gov. Code 65852.2 (f). See Appendix B for the complete text,

⁴⁰ Northern Marin Water District website.

⁴¹ See e.g. <https://www.tamdistrict.org/cms/lib/CA01000875/Centricity/Domain/1547/Nicasio%20-%20Residential.pdf>; <https://www.cityofbelvedere.org/DocumentCenter/View/79/School-Facilities-Fee?bidId=> (Accessed April 28, 2023).

⁴² <http://www.townoftiburon.org/DocumentCenter/View/3266/594ADU-21622?bidId=> (Accessed March 6, 2023).

⁴³ <https://www.napasan.com/151/Capacity-Charges> (Accessed March 6, 2023).

⁴⁴ Grand Jury interview.

departments. In Belvedere, fees for a 700 square foot attached ADU total \$19,530.⁴⁵ Illustrating the consequence and complexity in understanding permit and fee requirements imposed by *almost every* government agency in Marin, we examined the rules imposed by the City of Novato and connected agencies. We assumed permitting and building two comparable ADUs costing \$350/sq. ft.: one at 700 sq. ft. and the other at 800 sq. ft. Applying the information set forth in Novato's Housing Element Update, reviewing the city and special districts' fee schedules and direct conversation with staff members, it is clear individuals face a daunting task in determining the process and the potential of substantial fees. Here, an ADU larger than 750 sq. feet costs well over \$34,000 in fees. Even when a smaller 700 sq. ft. ADU is proposed, fees exceed \$18,000. If Marin County and municipalities genuinely believe, as they have stated in multiple forums, that their housing needs can be met by encouraging the building of ADUs, they should re-examine the various impact fees that they have imposed.

⁴⁵ https://www.cityofbelvedere.org/DocumentCenter/View/8495/6th-Cycle-Housing-Element-Update_Public-Draft-Reduced-compressed (Accessed May 9, 2023).

Table 3
Estimated Novato ADU Permit and Development Fees

	Fee	700 sq. ft. Estimated \$	800 sq. ft. Estimated \$
City of Novato			
ADU Planning Permit	\$820.00	exempt	\$820.00
Building Permit	sliding scale	\$2,156.60	\$2,558.40
subtotal		\$2,156.60	\$3,378.40
Novato City Public Facilities Fees			
Recreational,Cultural Facilities	\$4,725.23	exempt	\$4,725.23
Civic Facilities	\$847.29	exempt	\$847.29
General Government Systems	\$367.54	exempt	\$367.54
Open Space	\$1,022.02	exempt	\$1,022.02
Drainage	\$580.68	exempt	\$580.68
subtotal		\$0.00	\$7542.76
Novato City Traffic Impact Fees			
Streets & Intersections	\$2,601	exempt	\$2,601.00
Transit Facilities	\$89.84	exempt	\$89.84
Corporation Yard	\$56.07	exempt	\$56.07
subtotal		\$0.00	\$2,746.91
Outside Agency Impact Fees			
Novato Unified School District	\$4.08 /sq. ft.	exempt	\$3,264.00
Novato Sanitary District*	\$12,000/dwelling unit	\$7,617.50	\$8,700.00
Novato Fire District	\$.0622/sq. ft.	exempt	exempt
North Marin Water District*	\$7,640/ADU plus	\$8,675.00	\$8,675.00
subtotal		\$16,292.50	\$20,639.00
Subtotal Fees (estimated)			
City		\$2,156.60	\$13,668.07
Outside Agencies		\$16,292.50	\$20,639.00
TOTAL FEES (estimated)			
		\$18,449.10	\$34,307.07

Source: City of Novato Housing Element Update, November 2022, C34-C36, Novato Sanitary District: Pro-rata of 1,200 sq. ft, North Marin Water District, Facility Reserve Charge Study, Final Report, November 15, 2022, Grand Jury interviews. The estimated amounts were calculated March 17, 2023.

Legalizing Marin's Existing Non-Conforming Second Units

According to a 2016 report by McKinsey and Company entitled “A Tool Kit to Close California’s Housing Gap: 3.5 Million Homes by 2025,”⁴⁶ one way to encourage homeowners to add ADUs is to create an amnesty path for ADUs that are not properly permitted.⁴⁷ Some jurisdictions have been at the forefront of encouraging ADUs. Part of their success has been the legalization of existing non-conforming units through amnesty programs. It is estimated that 40 percent to 70 percent of all construction throughout Marin is done without permits.⁴⁸ This number includes all forms of construction, from adding a new water heater to building an in-law unit.

For example, Fairfax has an amnesty program in which all penalties are waived and all ADUs (legalizing illegal existing ones or permitting new ones) housing the elderly get 50 percent off the permit fees normally charged.⁴⁹ San Mateo County had a limited-term ADU Amnesty program (beginning in October/November 2018), which allowed property owners to bring an unpermitted unit into compliance. It featured a low-cost initial inspection as well as detailed guidance on any required improvements necessary to meet the current building code. All fines for unpermitted construction were waived, and planning and building permit fees were either waived or significantly reduced during the initial pilot phase. Code enforcement actions were also suspended, allowing potential applicants the opportunity to explore the program without risk of penalty.⁵⁰

ADUs can help address housing needs of Marin's aging population

Marin County’s Age Forward Plan (2020) suggests that ADUs could help older adults.⁵¹ The share of older adults in Marin will continue to increase and is projected to reach 35 percent of the county’s population by 2025 and 38 percent by 2030.⁵² The Age Forward plan offered three action items in this regard:

- Community: Explore opportunities to build ADUs on properties; advocate for measures to expand ADU programs throughout the county.
- County Leadership: Foster increase of ADUs, encourage greater awareness of and research for ADU programs and opportunities for residents, explore permit fee waivers and fee reductions, including fee adjustments to incentivize affordable rental units

⁴⁶ See

<https://www.mckinsey.com/~/media/mckinsey/featured%20insights/urbanization/closing%20californias%20housing%20gap/closing-californias-housing-gap-full-report.pdf>, (Accessed March 6, 2023).

⁴⁷ <https://ternercenter.berkeley.edu/blog/san-diego-adu-bonus-program/> (Accessed March 6, 2023).

⁴⁸ Marin Builders Exchange survey. <https://www.marinbuilders.com/permit-simplicity-and-customer-satisfaction> (accessed March 6, 2023).

⁴⁹ <https://www.townoffairfax.org/opportunities-for-adu-jadu-permitting-and-construction/> (Accessed March 6, 2023).

⁵⁰ <https://www.smcgov.org/planning/accessory-dwelling-unit-amnesty-health-safety-certification-program> (Accessed March 6, 2023).

⁵¹ “Age Forward, a framework for an Age-Friendly County of Marin,” January 2020 https://www.marinhhs.org/sites/default/files/files/servicepages/2022_06/cc_af_com_plan_final_ada.pdf (Accessed March 15, 2023)

⁵² California Department of Finance. (2019). Population projections for California. Retrieved from <https://dof.ca.gov/Forecasting/Demographics/Projections/> (Accessed March 6, 2023).

- County Departments: Promote ADU programs and facilitate advocacy for greater flexibility, work together to advocate for solutions (Aging & Adult Services, Community Development Agency).⁵³

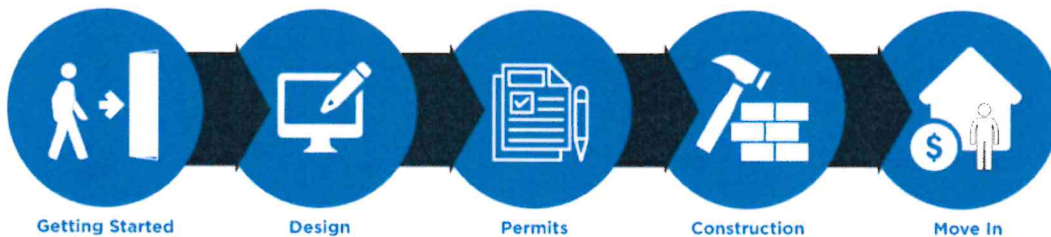
Confusion Reigns

Much of the public is confused about what the requirements are for an ADU.⁵⁴ The Grand Jury's research has found that some jurisdictions in Marin have not updated their planning and building policies to conform with current California ADU laws. Some people do not know whether an ADU requires a lot split, must be rented, what size refrigerator or sink is required, or what the sewer fees would be. Potential ADU owners (not just those with limited incomes) would benefit from a central "one stop shop" for this information. The County and local municipalities would be better served if this "one stop shop" is identified by each municipality to be the authoritative source for all local information. Ideally it would become linked with Napa Sonoma ADU. At the very least, the ADU Marin effort should become more closely aligned with the Napa Sonoma ADU programs. In addition, each municipality should clearly point to such a source of assistance on its website. For example, Fairfax has a model amnesty program, but there is no obvious link to it from the building department website. In addition to the Napa and Sonoma counties efforts, we reviewed the successful San Mateo "Second Unit Resource Center," which has demonstrated that a one stop shop open to all has value:



Getting Started

Are you interested in building a second unit? Here's information on how to get it one.



Source: <https://secondunitcentersmc.org/how/>

⁵³ "Age Forward, a framework for an Age-Friendly County of Marin," January 2020 https://www.marinhhs.org/sites/default/files/files/servicepages/2022_06/cc_af_com_plan_final_ada.pdf (Accessed March 15, 2023)

⁵⁴ See e.g. https://nextdoor.com/p/y-BghLzP7XWt?view=detail&init_source=search&query=adu (Accessed March 6, 2023).

If Marin is serious about helping individuals build ADUs, our review of current and planned efforts initiated by Marin's cities and municipalities leads us to three obvious conclusions:

- Currently, required information is not easily obtained either from officials or contained on agencies' websites.
- Fee information from Marin's water, fire, sanitary, and school districts is not easy to understand and follow.
- Marin's mandated housing goals can be met when every public agency in the county aligns its policies toward these objectives. Cooperation should be the mantra. It benefits everyone.

FINDINGS

- F1. More housing in Marin is needed and ADUs are one solution.
- F2. Many homeowners lack information and knowledge about ADU development, and Marin's jurisdictions are not always helpful to homeowners seeking information about ADU development.
- F3. It is often difficult, if not impossible, for a Marin homeowner to determine the planning, building, connection, capacity and impact fees associated with developing an ADU in a particular jurisdiction.
- F4. Many Bay Area cities and counties, for example Napa and Sonoma, have implemented comprehensive websites and related support to help homeowners create ADUs.
- F5. ADUs may be rented affordably and provide additional benefits for older adults and their caregivers.
- F6. Most Marin jurisdictions could provide better resources offering or identifying financing incentives for ADU development.
- F7. Impact, connection, and capacity fees vary considerably throughout the County and such fees can be a disincentive to homeowners considering ADU development.
- F8. Not every jurisdiction in Marin has updated its planning and building policies to conform with current California ADU laws.
- F9. Granting amnesty, following safety inspection, to existing non-conforming second units could help Marin meet its housing obligations.
- F10. ADU Marin and HelloADU are a good start. However, compared to several other Bay Area cities and counties, for example Napa and Sonoma, they could be substantially enhanced and expanded.

RECOMMENDATIONS

- R1. On or before December 31, 2023, the Marin County Board of Supervisors should direct the Community Development Agency's Development Priority Setting Committee to:
- 1) Identify available funding/financing information for residents who need help with the cost of building an ADU,
 - 2) Transmit the collected information to all the jurisdictions represented on the Committee.
 - 3) Start a continuous monitoring program to update the information sources as they become available.
- R2. By December 1, 2023, begin investigation to consider an amnesty program to legalize existing unpermitted second units. Add a marketing communications plan so that citizens can be made aware of it.
- R3. By December 1, 2023, begin the process of merging and/or collaborating with Napa/Sonoma ADU, and hiring a full-time Marin ADU Program Coordinator. The program coordinator should work with all jurisdictions on the development of ADUs and identify impact and connection fees within each jurisdiction.
- R4. By December 1, 2023, begin a feasibility assessment of waiving or significantly lowering impact and connection fees for units smaller than 750 square feet.
- R5. By December 1, 2023, begin creating plans to accelerate the permit approval process for ADU applications to within 30 days, or less, of submission. Implement such plans no later than July 1, 2024.
- R6. By December 1, 2023, begin feasibility assessments of new incentives for ADU development, such as pre-approved plans, technical assistance, property tax relief, development fee waivers, and forgivable loans; implement at least one such incentive no later than July 1, 2024.

REQUIRED RESPONSES

Pursuant to Penal Code section 933.05, the Grand Jury requires responses from the following governing bodies:

- School Districts
 - Bolinas-Stinson School District Board of Trustees (F7, R4)
 - Kentfield School District Board of Trustees (F7, R4)
 - Laguna Joint School District Board of Directors (F7, R4)
 - Lagunitas School District Board of Trustees (F7, R4)
 - Larkspur-Corte Madera School District Board of Trustees (F7, R4)
 - Marin County Office of Education (F7, R4)
 - Mill Valley School District Board of Trustees (F7, R4)
 - Miller Creek Elementary School District Board of Trustees (F7, R4)
 - Nicasio School District Board of Trustee (F7, R4)
 - Novato Unified School District Board of Trustees (F7, R4)
 - Reed Union School District Board of Trustees (F7, R4)
 - Ross School District Board of Trustees (F7, R4)
 - Ross Valley School District Board of Trustees (F7, R4)
 - San Rafael City Schools Board of Education (F7, R4)
 - Sausalito/Marin City School District Board of Trustees (F7, R4)
 - Shoreline Unified School District Board of Trustees (F7, R4)
 - Tamalpais Union High School District Board of Trustees (F7, R4)

- Municipalities
 - City of Belvedere (F1-F13, R1-R6)
 - City of Larkspur (F1-F13, R1-R6)
 - City of Mill Valley (F1-F13, R1-R6)
 - City of Novato (F1-F13, R1-R6)
 - City of San Rafael (F1-F13, R1-R6)
 - City of Sausalito (F1-F13, R1-R6)
 - Marin County Board of Supervisors (F1-F13, R1-R6)
 - Town of Corte Madera (F1-F13, R1-R6)
 - Town of Fairfax (F1-F13, R1-R6)
 - Town of Ross (F1-F13, R1-R6)
 - Town of San Anselmo (F1-F13, R1-R6)
 - Town of Tiburon (F1-F13, R1-R6)

- Water Districts
 - Bolinas Community Public Utility District (F7, R4)
 - Marin Municipal Water District (F7, R4)
 - North Marin Water District (F7, R4)
 - Stinson Beach County Water District (F7, R4)

- Fire Protection Districts
 - Bolinas Fire Protection District (F7, R4)
 - Central Marin Fire Department (F7, R4)
 - Inverness Public Utility District (F7, R4)
 - Kentfield Fire Protection District (F7, R4)
 - Marin County Fire Department (F7, R4)
 - Marinwood Community Services District (F7, R4)
 - Novato Fire Protection District (F7, R4)
 - Ross Valley Fire Department (F7, R4)
 - Southern Marin Fire Protection District (F7, R4)
 - Stinson Beach Fire Protection District (F7, R4)
 - Tiburon Fire Protection District (F7, R4)

- Sanitary Districts
 - Almonte Sanitary District (F7, R4)
 - Alto Sanitary District (F7, R4)
 - Central Marin Sanitation Agency (F7, R4)
 - Corte Madera Sanitary District No. 2 (F7, R4)
 - Homestead Valley Sanitary District (F7, R4)
 - Las Gallinas Valley Sanitary District (F7, R4)
 - Novato Sanitary District (F7, R4)
 - Richardson Bay Sanitary District (F7, R4)
 - Ross Valley Sanitary District (F7, R4)
 - San Rafael Sanitation District (F7, R4)
 - Sausalito Marin City Sanitary District (F7, R4)
 - Sewerage Agency of Southern Marin (F7, R4)
 - Tiburon Sanitary District 5 (F7, R4)

The governing bodies indicated above should be aware that the comment or response of the governing body must be conducted in accordance with Penal Code section 933 (c) and subject to the notice, agenda and open meeting requirements of the Brown Act.

Note: At the time this report was prepared information was available at the websites listed.

Reports issued by the Civil Grand Jury do not identify individuals interviewed. Penal Code Section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Civil Grand Jury. The California State Legislature has stated that it intends the provisions of Penal Code Section 929 prohibiting disclosure of witness identities to encourage full candor in testimony in Grand Jury investigations by protecting the privacy and confidentiality of those who participate in any Civil Grand Jury investigation.

APPENDIX A

Impact, connection, and capacity fees vary considerably within these districts throughout Marin County.

<u>School Districts</u>	<u>Water Districts</u>	<u>Fire Protection Districts</u>	<u>Sanitary Districts</u>
Bolinas-Stinson	Bolinas Community Public Utility	Bolinas	Almonte
Kentfield	Marin Municipal	Central Marin	Alto
Laguna	North Marin	Inverness Public Utility	Central Marin
Lagunitas	Stinson Beach County	Kentfield	Corte Madera
Larkspur-Corte Madera		Marin County	Homestead Valley
Marin County Office of Education		Marinwood Community Services	Las Gallinas
Mill Valley		Novato	Novato
Miller Creek		Ross Valley	Richardson Bay
Nicasio		Southern Marin	Ross Valley
Novato Unified		Stinson Beach	San Rafael
Reed Union		Tiburon	Sausalito/Marin City
Ross			Southern Marin
Ross Valley			Tiburon
San Rafael City			
Sausalito/Marin City			
Shoreline Unified			
Tamalpais Union			

APPENDIX B

For reference only: These are the primary laws affecting ADU development:

- AB 68/AB 881 - Requires local agencies to approve or deny an ADU project more quickly and prohibits local agencies from adopting ADU ordinances that impose minimum lot size requirements, set certain maximum dimensions, or require replacement off-street parking in certain situations. Also allows for an ADU as well as a “junior” ADUs where certain access, setback and other criteria are met.
- SB 13 - Provides, until January 1, 2025, that cities may not condition approval of ADU building permit applications on the applicant being the “owner-applicant” of either the primary dwelling or the ADU, and prohibits impact fees on ADUs under 750 square feet.
- AB 587 - Provides that local agencies may now allow ADUs to be sold or conveyed separately from a primary residence if certain conditions are met. This law is expected to increase the ability of affordable housing organizations to sell deed-restricted ADUs to eligible low-income homeowners.
- AB 670 - Prevents homeowners' associations from barring ADUs. AB 670 makes unlawful any HOA condition that "prohibits or unreasonably restricts" the construction of ADUs on single-family residential lots.
- AB 671 - Requires local governments to include in their General Plan housing elements plans to incentivize and promote the creation of affordable ADUs. The law also requires HCD (Housing and Community Development) to develop, by December 31, 2020, a list of state grants and financial incentives for ADU development.
- New California legislation went into effect on January 1st, 2023, that allows 2-story ADUs in some instances, provides more flexibility in where ADUs can be located on a property, and makes obtaining an ADU permit a more transparent and streamlined process.

ARTICLE 2. Adoption of Regulations [65850 - 65863.13] (*Article 2 added by Stats. 1965, Ch. 1880.*)

65852.2. https://california.public.law/codes/ca_gov%27t_code_section_65852.2
(*Amended (as amended by Stats. 2021, Ch. 343, Sec. 1) by Stats. 2022, Ch. 664, Sec. 2.5. (SB 897) Effective January 1, 2023.*)

September 8, 2023

The Honorable Judge James Chou
Marin County Superior Court
P.O. Box 4988
San Rafael, CA 94913-4988
Via PDF file to: departmentb@marin.courts.ca.gov

Pat Shepherd, Foreperson
Marin County Civil Grand Jury
3501 Civic Center Drive, Room #275
San Rafael, CA 94903
Via PDF file to: grandjury@marincounty.org

Re: Response to Finding F7 and Recommendation R4 of Grand Jury Report (*"Build More ADUs – An Rx to Increase Marin's Housing Supply"*) dated June 15, 2023.

Dear Honorable Judge Chou and Foreperson Shepherd:

Please find the Las Gallinas Valley Sanitary District (LGVSD) response to the Grand Jury Report (*"Build More ADUs – An Rx to Increase Marin's Housing Supply"*) dated June 15, 2023.

Finding F7 – Impact, connection, and capacity fees vary considerable throughout the County and such fees can be a disincentive to homeowners considering ADU development.

LGVSD partially disagrees with the finding.

LGVSD agrees that "Impact, connection, and capacity fees vary considerably throughout the County . . . "

LGVSD disagrees that ". . . such fees can be a disincentive to homeowners considering ADU development." LGVSD has not received information or feedback from its customers that these fees are an obstacle that prevents them from developing ADUs. Furthermore, as noted below, the "Finding" does not specifically apply to LGVSD as the District does not charge impact and/or connection fees for ADUs that are 1200 square feet or less. It should also be noted, that "connection" and "capacity fees" are synonymous pursuant to the District's Ordinance No. 186.

Recommendation R4 - By December 1, 2023, begin a feasibility assessment of waiving or significantly lowering impact and connection fees for units smaller than 750 square feet.

This recommendation has already been implemented. LGVSD adopted Ordinance No. 186 on 05/06/2021 related to impact fees for ADUs. The Ordinance states that LGVSD will not charge impact and connection fees for ADUs that are 1200 square feet or less.

The LGVSD Board of Directors reviewed and discussed the Grand Jury Report and the LGVSD response at their Board Meeting on 09/07/2023. The Board appreciates the work of the Grand Jury and the opportunity to respond.

Please contact me at cpaxton@lgsd.org or (415) 526-1511 if you have any questions or need any additional information.

Sincerely,

Curtis Paxton

DRAFT

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

ORDINANCE NO. 186

**AN ORDINANCE ADDING CHAPTER 10, ACCESSORY DWELLING UNITS
AND JUNIOR ACCESSORY DWELLING UNITS, TO TITLE 2, DISTRICT
REGULATIONS, OF THE ORDINANCE CODE OF THE LAS GALLINAS
VALLEY SANITARY DISTRICT**

**A CHAPTER REGULATING “ACCESSORY DWELLING UNITS”
AND “JUNIOR ACCESSORY DWELLING UNITS.”**

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

ARTICLE I.

Chapter 10, “ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS” is hereby added to Title 2, District Regulations, of The Ordinance Code of the Las Gallinas Valley Sanitary District, to read as follows:

“**ARTICLE I. PURPOSE.** A Chapter regulating “ACCESSORY DWELLING UNITS” and “JUNIOR ACCESSORY DWELLING UNITS” pursuant to Cal. Gov. Code §§ 65852.150; 65852.2; and 65852.22, and in furtherance of the public policy and intent of the Legislature favoring the creation of additional housing in California, especially for family members, students, the elderly, in-home health care providers, the disabled, and others, at below market prices within existing neighborhoods.

ARTICLE II. DEFINITIONS.

Section 201. ACCESSORY DWELLING UNIT (“ADU”), as defined by Gov. Code § 65852.2(j)(1), means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An accessory dwelling unit also includes the following: (A) An efficiency unit, as defined in Section 17958.1 of the Health and Safety Code,

which is a unit for occupancy by no more than two persons which has a minimum floor area of 150 square feet and which may also have partial kitchen or bathroom facilities; or (B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

Section 203. CAPITAL FACILITIES CHARGE or SEWER CONNECTION FEE are synonymous for District purposes and shall have the same meaning as defined in Section 206, ARTICLE II, DEFINITIONS, of Title 1, Chapter 1, the Ordinance Code of the Las Gallinas Valley Sanitary District.

Section 204. IMPACT FEE, as defined by Gov. Code § 66000, means a monetary exaction other than a tax or special assessment, whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, but does not include fees specified in Section 66477, fees for processing applications for governmental regulatory actions or approvals, fees collected under development agreements adopted pursuant to Article 2.5 (commencing with Section 65864) of Chapter 4, or fees collected pursuant to agreements with redevelopment agencies that provide for the redevelopment of property in furtherance or for the benefit of a redevelopment project for which a redevelopment plan has been adopted pursuant to the Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the Health and Safety Code).

Section 205. JUNIOR ACCESSORY DWELLING UNIT (“JADU”), as defined by Gov. Code § 65852.22, means a unit that is no more than 500 square feet in size and contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

ARTICLE III. GENERAL PROVISIONS

Section 301. The District shall not impose an IMPACT FEE, CAPITAL FACILITIES CHARGE or SEWER CONNECTION FEE on an ADU that is less

than 1,200 sq. ft. Any IMPACT FEE, CAPITAL FACILITIES CHARGE or SEWER CONNECTION FEE charged for an ADU of 1,200 sq. ft. or more shall be charged proportionately in relation to the square footage of the primary dwelling unit.

Section 302. For an ADU or JADU the District shall not require the installation of a new or separate sewer connection directly between the ADU and the District sewer main or impose an IMPACT FEE, CAPITAL FACILITIES CHARGE, SEWER CONNECTION FEE or a capacity charge, unless the ADU or JADU was constructed with a new single-family home, if the following apply:

- (a) Where the ADU or JADU meets the Design Characteristics, Parking criteria, Setbacks, applicable Building and Septic Code requirements, Density, and other requirements imposed by the City or County, whichever governmental entity has the jurisdiction and authority to approve and permit the construction of an ADU or JADU; and
- (b) Where the total floor area of the ADU is not more than 1,200 sq. ft.; or
- (c) Where the total floor area of the JADU is not more than 500 sq. ft. and contained entirely within the single-family structure. A single family structure also includes an attached garage.

Section 303. For an ADU not described in Section 302, above, the District may require a new or separate sewer connection directly between the ADU and the District's sewer main.

Section 304. For purposes of providing sewer service, including the imposition of a SEWER CONNECTION FEE, a JADU shall not be considered a separate or new dwelling unit.

ARTICLE 2. ADOPTION AND NOTIFICATION

This Ordinance shall take effect and be in force either seven (7) days from the date of its passage and publication or as of May 18, 2021, whichever is later. The Ordinance or a summary of it shall be published once, with the names of the members of the Board of Directors of the Las Gallinas Valley Sanitary District of Marin County, California, voting

for and against the same in the Marin Independent Journal, a newspaper of general circulation published in the County of Marin. A certified copy of the full text of the proposed regulation or ordinance or proposed amendment to same shall be posted in the office of the clerk of the board, along with the names of those board members voting for and against the ordinance.

Furthermore, within sixty (60) days following adoption of this Ordinance by the Board, a copy of the Ordinance shall be submitted to Department of Housing and Community Development for review by the Department to determine whether the Ordinance complies with the requirements of Gov. Code §§ 65852.2.

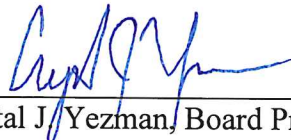
I hereby certify that the foregoing is a full, true and correct copy of the Ordinance duly and regularly passed and adopted by the Board of Directors of the Las Gallinas Valley Sanitary District of Marin County, California, at a meeting hereof held on May 6, 2021 by the following vote of members thereof:

AYES: Clark, Elias, Murray, Schribsman, Yezman.
NOES: None.
ABSENT: None.
ABSTAIN: None.

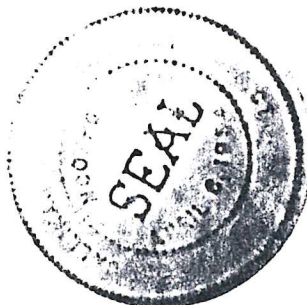


Teresa Lerch, District Secretary
Las Gallinas Valley Sanitary District

APPROVED:


Crystal J. Yezman, Board President

(seal)



9/7/2023

BOARD MEMBER REPORTS

CLARK

NBWA Board Committee, 2023 Operations Control Center Ad Hoc Committee, Other Reports

FORD

NBWRA, 2023 Operations Control Center Ad Hoc Committee, 2023 GM Evaluation Ad Hoc Committee, 2023 McInnis Marsh Ad Hoc Committee, 2023 Fleet Management Ad Hoc Committee, 2023 SF Bay Trail Ad Hoc Committee, Other Reports

MURRAY

Marin LAFCO, CASA Energy Committee, 2023 Biosolids Ad Hoc Committee, 2023 Development Ad Hoc Committee, 2023 SF Trail Ad Hoc Committee, Other Reports

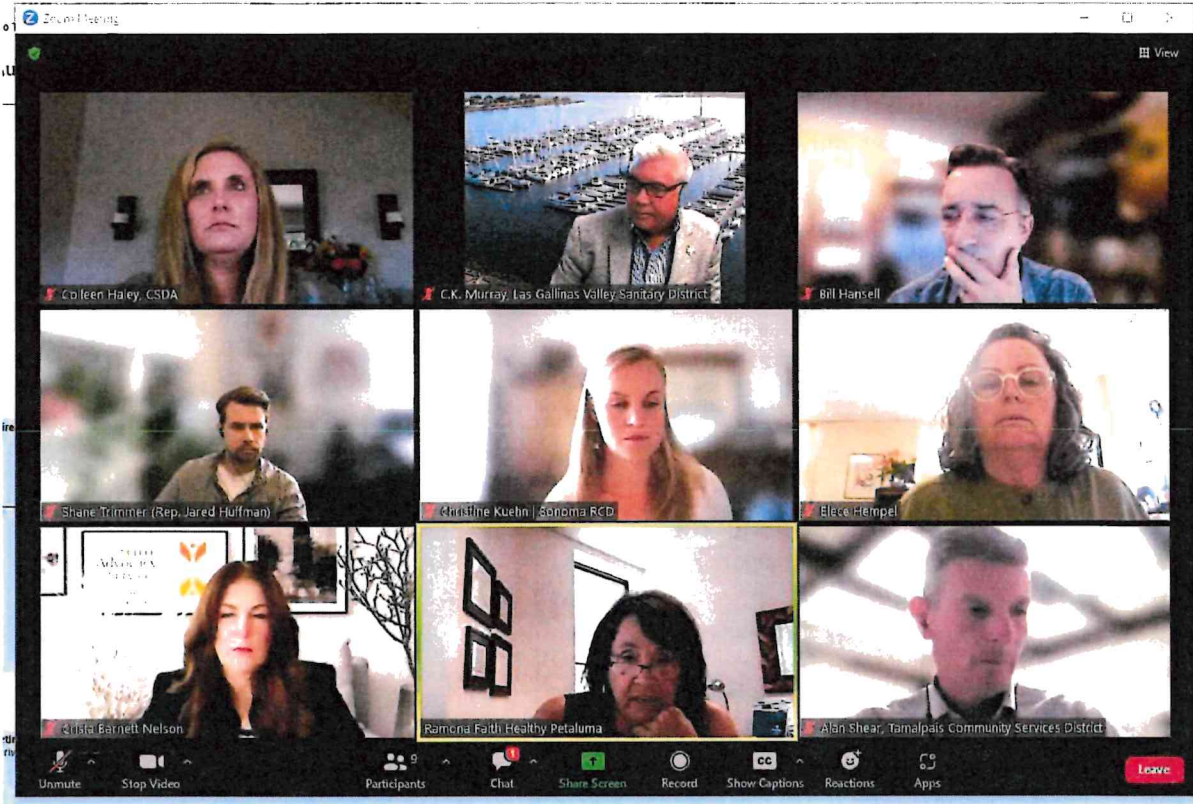
ROBARDS

Gallinas Watershed Council/Miller Creek, 2023 Engineering Ad Hoc Committee re: STPURWE, 2023 McInnis Marsh Ad Hoc Committee, 2023 GM Evaluation Ad Hoc Committee, 2023 Development Ad Hoc Committee, Other Reports

YEZMAN

Flood Zone 7, CSRMA, Marin Special Districts Association, 2023 Ad Hoc Engineering Sub-Committee re: STPURWE, 2022 Biosolids Ad Hoc Committee, Other Reports

Agenda Item 9.3
Date September 7, 2023



76 Health Care Districts in CA, all District small and need help in grant writing and funding. Govt. don't understand special districts need, unique needs. Kaiser and providence v. 85k in so. Petaluma health care district and work people across the state. What are common needs resources, funding,. Petaluma receive no tax dollars. Need sustainable funding. Sonoma RCD Christine Kuehn (w/htin Sonoma Co.). 900acres in Sonoma County. Included in Co Mitigation Plan, Need leverage own funds 95% grant local and fed. Shane: Link to infrastructure funding in chat. Shane: Quentin in DC office handle health care. Riley and gina callaway.

Special Districts Meet w/the O...

You are chatting as a guest

Messages sent here are also posted in the dedicated meeting group chat in Team Chat. As a guest, you can only see and respond to messages posted during the meeting, but non-guest participants can see, save and share what you post even if they aren't present in the meeting.

Got It

with Congresswoman Brittany Pettersen as lead cosponsor.

Shane Trimmer (Rep. Jared Huffm... 11:18 AM

ST

<https://www.epa.gov/cwsrf/sewer-overflow-and-stormwater-reuse-municipal-grants-program>

Messages addressed to Meeting Group Chat will also appear in the dedicated group chat in Team Chat.

Who can see your messages?

To: Meeting Group Chat

Message: Special Districts Meet w/the Ofc of Rep. Huffman RE: NSD/C Action 11/6/23

Special Districts Recognition Act Background & Talking Points



Updated: July 29, 2023

Background

Federal law currently lacks a consistent definition of “special district” or “special purpose unit of government.” NSDC has led the charge since April 2020 to craft a federal definition with the primary objective to enhance districts’ access to federally funded programs (and other funding opportunities).

NSDC formally put forward in May 2023 a recommended definition based on extensive research, outreach, and guided by a working group of special district stakeholders from across the country. The proposal has since been included in **draft** legislation to amend U.S. Code Title 13 to include a version of the proposed definition:

“Special District” – a political subdivision of a State, with specified boundaries, created by the State or pursuant to the laws of the State, for the purpose of performing limited and specific governmental or proprietary functions, except that the term does not include a school district, college, county, city, town, township, village, parish, borough, or general unit of local government.

Talking Points / Discussion Guide

- [Your District Name] is a special district providing [type of service(s)] to [X-population] of our shared constituents in [name(s) of community/communities]
- We are one of approximately 35,000 special districts in the U.S. altogether providing a range of infrastructure and essential community programs.
- These local governments are **political subdivisions of their states established by members of their community to provide a specific or limited set of services** via a petition to a county or, in some cases, created by a special act of a state.
- Yet, **federal law lacks a consistent definition for “special district,”** creating inconsistencies in how special districts may access federally funded programs for local governments. As a result, districts often struggle to access federal programs for local government. *Has your district experienced hardship access grants because of special district status? Share the story. Ex.: COVID funds, Community Development Block Grant Funds, etc.*
- Further, the **U.S. Census Bureau does not consider special districts to be geographic units of government,** which prevents us from having federally-recognized population figures and hampers us from accessing from formula programs such as the Community Development Block Grant.
- **A federal definition for “special district” would foster consistency and enhance special districts’ access to federal programs for local governments, and provide quality locally-controlled public services for shared constituents.**
- Defining “special district” would enhance special districts’ ability to access federally-funded programs geared toward local governments, such as those to construct or protect critical infrastructure.
- **The Ask:** Please support and originally cosponsor the forthcoming “Special Districts Recognition Act” to formally establish the definition in Title 13 of U.S. Code. Congressman Pat Fallon will sponsor with Congresswoman Brittany Pettersen as lead cosponsor.

Frequently Asked Questions

Special districts are “hyper-local.” Why should the federal government define them?

Special districts are political subdivisions of the states in which they are authorized to provide services, many with independent governing and revenue structures – similar to school districts, towns, cities, and counties. These local governments provide many of the same services with similar needs to other units of local government in providing services to the voters, taxpayers, and others in their communities. Despite this, the federal government does not recognize districts’ service to populations and special districts are frequently overlooked as eligible for federal programs.

For instance, special districts provided critical services to effectively respond and recover from the COVID-19 pandemic – such as ambulance/EMS, hospital, and open space services. Unfortunately, many of these special districts have yet to receive relief/recovery funds, simply because the federal law authorizing the programs did not consider “special district” in the text defining eligible units of government of the program.

For these reasons, it is necessary to establish a “special district” definition in federal law.

Would a federal definition of “special district” infringe on state’s rights?

No. The proposed definition was crafted to provide a general statement broadly capturing common elements of special districts, as authorized to perform across states. In doing so, the use of “political subdivision of a state” in the proposed definition affords states deference in how they authorize their special districts.

Is Florida’s Walt Disney World a special district?

No. The Walt Disney Company is the corporation operating Disney World, and it is headquartered in Burbank, California. The Reedy Creek Improvement District was established by a special act of the Florida legislature in 1967 – prior to Florida’s 1968 constitutional revision. The district did not re-charter after the state’s revision. The district developed the facilities and infrastructure that Disney utilizes, possessed the public debt for financing development, and continued to oversee critical infrastructure services such as water distribution, flood control, and fire protection.

As the district did not renew its charter, Florida Governor Ron DeSantis signed legislation to dissolve the Reedy Creek Improvement District, effective June 2023. In its place was established the Central Florida Tourism Oversight District, which continues to provide many of the same services to 24 landowners on 25,000 acres in Orange and Osceola counties.

How do the nation’s counties and cities view efforts to define special districts?

The National Special Districts Coalition has had great conversations with the National League of Cities and National Association of Counties on the policy issue and have not heard opposition.

Is anyone opposed to defining “special district” in federal law?

As of July 3, 2023, the National Special Districts Coalition has not received or heard statements of opposition.

What is the National Special Districts Coalition?

The National Special Districts Coalition is the only national organization advocating for all types of special districts at the federal level. NSDC was formed in 2018 and is comprised of state special districts’ associations and organizations supporting special districts. The Coalition formally established its federal advocacy program in 2021 after many special districts across the country were overlooked in distribution of pandemic fiscal resources. The Coalition currently has members in Arizona, California, Colorado, Florida, Oregon, South Carolina, Texas, Utah, Washington, and Wyoming.

Craig Murray

From: Colleen Haley <colleenh@csga.net>
Sent: Tuesday, August 8, 2023 2:32 PM
To: Ramona Faith; Elece Hempel; cristac@sasnb.org; Craig Murray; Garrett Toy; Alan Shear
Subject: Office of Rep. Huffman Talking Points
Attachments: Background TP_Defining Special Districts - Action Week 2023.pdf

This email originated from outside of the City's email system. Do not open links or attachments from untrusted sources.

Hello All,

Thank you all for participating in the National Special Districts Take Action Week meeting with Rep. Huffman's office. Unfortunately, the Congressman is unavailable to attend himself, but we will be meeting his Legislative Director instead. Attached are the talking points for National Special District Association Action Week. The talking points center around defining special districts in federal code, which will give us a lot more leverage on the federal level. Please review and include a few comments in your presentation about why special districts should be defined in federal code. Feel free to also give district updates in addition to these talking points, **but each district will only have 5 minutes to present.**

Also, I sent everyone a calendar item for the event...but in case you didn't receive it, the meeting info is below.

Meet with Rep. Huffman's Staff
Thursday, 8/10 at 11am
Zoom Address: <https://us02web.zoom.us/j/83296573778>
Meeting ID: 832 9657 3778

Thank you again so much for your advocacy!

Colleen Haley
Bay Area Network Field Representative

Join us for the [2023 CSGA Annual Conference & Exhibitor Showcase](#)
August 28 – 31, 2023 in Monterey

California Special Districts Association
1112 I Street, Suite 200
Sacramento, CA 95814
www.csga.net
530-902-3932 cell

A Proud California Special Districts Alliance Partner.
California Special Districts Association
Special District Risk Management Authority
CSGA Finance Corporation





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.

9/7/2023

BOARD AGENDA ITEM REQUESTS

Agenda Item 10B

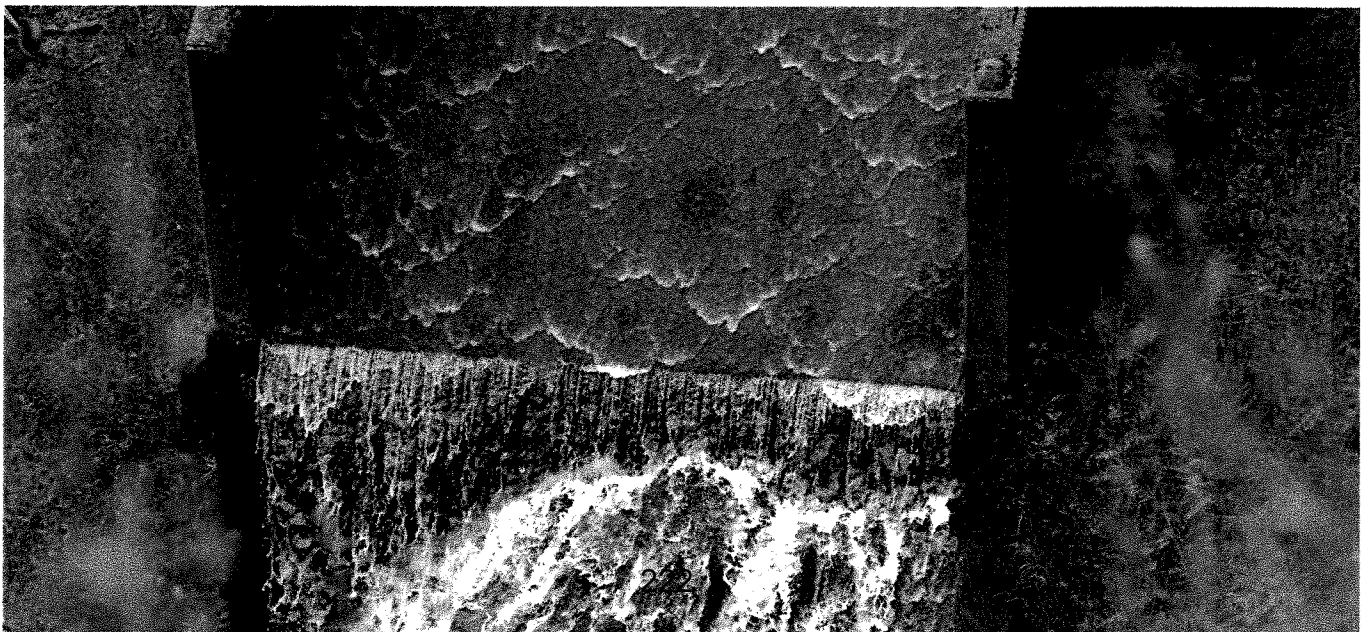
- Separate Item to be distributed at Board Meeting
- Separate Item to be distributed prior to Board Meeting
- Verbal Report
- Presentation

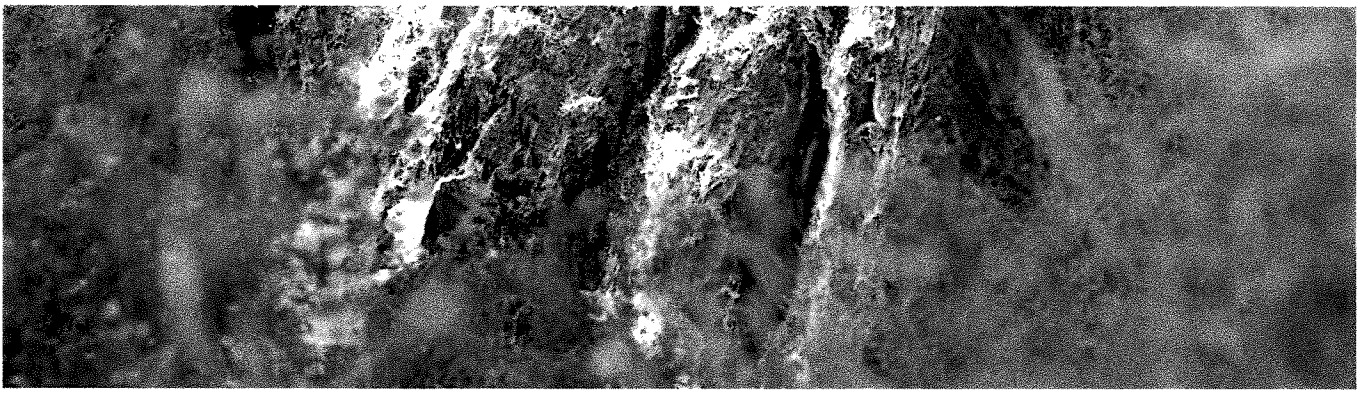
Marin Municipal set to start study of new supply options

Board to vote on contracts with new consulting teams



A watercraft rider travels down the Petaluma River in Novato. The Marin Municipal Water District is considering the river as the site of a desalination plant. ALAN DEP — MARIN INDEPENDENT JOURNAL





Water flows off the spillway at Phoenix Lake near Ross. STEPHY LAVARS — MARIN INDEPENDENT JOURNAL

BY WILL HOUSTON

WHOUSTON@MARINIJ.COM

The Marin Municipal Water District is preparing to launch more in-depth studies of new water supply projects, beginning with assembling consulting teams.

The district board is set to vote on contracts with new consulting teams next month to begin preliminary technical, environmental and engineering studies of larger, more complex projects. The projects include expanding local reservoir storage, constructing a brackish Petaluma River desalination plant and installing new pipelines to transfer Russian River water directly into local reservoirs.

Unlike the broader study completed earlier this year that identified which supply options the district could pursue, the more in-depth analyses are needed to provide details on how and whether they can be built, as well as the costs and environmental impacts.

“There needs to eventually be a project you can say yes to, very specifically,” district consultant Xavier Irias told the board.

The district expects the studies to be completed between June and September 2024.

The district, which serves 191,000 residents in central and southern Marin, is preparing to significantly increase water supplies for the first time since the 1980s. The effort follows the 2020-2021 drought that threatened to deplete the utility’s seven reservoirs. Rains in late 2021 nearly refilled the basins and ended the crisis.

The seven reservoirs make up about 75% of the district’s water supply. The reservoirs can hold up to about 80,000 acre-feet of water, about a two-year supply. An acre-foot is about 326,000 gallons of water.

The remaining water is imported from the Russian River.

Following a yearlong study, the district adopted a water supply roadmap earlier this year that seeks to add 12,000 to 20,000 acre-feet of annual supply by 2035. The study estimated the agency would need at least 8,500 acre-feet of additional water per year to weather a severe four-year drought.

The district adopted historic rate increases to help pay for the estimated \$35 million it plans to invest in the projects through mid-2027.

Of the three longer-term studies, the proposal to enlarge reservoir capacity generated the most discussion among the board and staff. The district is studying the three largest reservoirs — Kent, Soulajule and Nicasio — for the potential of adding moveable spillway gates or raising spillways to add capacity.

“We’re looking at the costs, the impacts, the benefits, the timeline,” Irias told the board. “Those impacts could be across a wide range of concerns, whether it’s short-term construction impacts, impact on inundating a road and requiring it to be relocated.”

The biggest question about the proposal is how it would affect the district's water rights. A 1995 order from the state water regulators says that any additional reservoir storage capacity the district creates must be used for environmental water releases for protected fish such as coho salmon.

"You can raise the dam but you have to release the water to the watershed," board member Larry Russell said. "It's mechanical. That's what the current agreement says."

Ben Horenstein, general manager of the water district, said the staff plans to simultaneously consult with the state regulators on the proposed projects while conducting the feasibility studies for each reservoir.

"We've tried to think about talking to the regulators first without that information, but that seems very problematic at this point given there's so much we really don't know and we're also talking about different watersheds," Horenstein told the board.

Monty Schmitt, president of the board, said he would prefer to consult with state regulators first to determine whether certain projects would not trigger reopening the district's water rights.

"I do feel that is a very fundamental issue that could have a very substantial change in what we are currently required to release," Schmitt said during the meeting, referring to the environmental releases.

For the proposed brackish desalination plant near the mouth of the Petaluma River, Paul Sellier, district water resources director, said Petaluma is set to release a report next month on preliminary well tests that could help determine the feasibility of such a facility. The district's own feasibility report is expected to be released in June.

Meanwhile, work is underway on near-term projects that aim to improve the efficiency of the district's existing water supplies. One project would automate environmental dam water releases using flow gauges as opposed to the manual process currently required. The project is meant to prevent releasing too much or too little water.

Sellier said the staff hopes to begin installing equipment at the end of October, followed by a yearlong calibration period.

Another project — a pipeline connecting Phoenix Lake to Bon Tempe Reservoir — is also set to undergo further study. Phoenix Lake is only drawn on during water shortages because it does not have a pumping and distribution system. To pump water, staff must undergo a four-week effort to set up a pump station and pipes to transport water to the Bon Tempe treatment plant. The new project would create a permanent pump station and pump water through a 1,200-foot tunnel into Bon Tempe Reservoir.

The district is also looking to add permanent pump stations to its third-largest reservoir, Soulajule. Like Phoenix Lake, the reservoir is only tapped during emergency shortages and requires the use of portable generators. Pacific Gas & Electric Co. says electric lines are the most feasible option to power the new facility and that alternative power such solar panels might not be cost-effective, according to Sellier.

Board members stated they would like to see more information from PG&E on how they came to that conclusion.

"It's kind of a disappointment that PG&E is turning away with that," board member Matt Samson said during the meeting.

"We seem like an optimal landowner and climate for solar," board member Jed Smith said. "We have a long-term perspective. It would just be good to see the math."

EDITORIAL

Ross Valley Sanitary gets sincere thanks

Ross Valley Sanitary District's \$100 million overhaul might not be apparent to many people.

Of course, local ratepayers saw an increase in their bills and construction crews at work. But that work, overhauling sewage pump stations and underground pipes, doesn't attract a lot of attention, unless they aren't working the way they should.

That was the serious quandary facing the district in recent decades, a challenge that led to bitter political upheaval, frequent sewage spills and eventually a state order to clean up its act.

The work has paid off, cutting the number of reported sewage overflows by almost two-thirds and the gallons spilled to a fraction of those experienced in past years.

Besides upgrading its pump stations and replacing old and cracked mains, the district has also worked with homeowners to fix their leaking laterals.

Of course, paying for that work has meant increased rates.

The public investment is paying off. Our environment is the beneficiary.

Hopefully, the state's San Francisco Bay Regional Water Quality Control Board will come to that conclusion. It is reviewing a progress report from the district and plans an inspection of the district's facilities.

In 2012, a district survey estimated that 165 to 170 miles of the district's 200 miles of sewer pipes were 50 years or older and in need of repair.

The district's documentation of miles of cracked mains and history of spills led to a state order to overhaul the aging system. The state has monitored the district's work and progress.

Other Marin agencies are wrestling with the same challenges — old and broken underground mains and leaking laterals.

In the 1980s, centralized sewer plants were built to bring systems up to federal anti-pollution Clean Water Act standards.

But work on local mains and laterals has lagged. In many cases, local agencies have spent millions of dollars to expand the capacity of plants in large part to handle the freshwater that pours into cracked and broken sewer pipes.

Officials determined that it was cheaper and faster to expand capacity than to replace miles of underground pipes.

As Ross Valley has learned, however, those pipes and pumps cannot be ignored. Benign neglect of needed maintenance all too often winds up costing more in the long run.

The lesson learned is this out-of-sight network of pipes and pumps has to be maintained and repaired. There are environmental and pocketbook costs for ignoring broken pipes and overworked pumps.

The district's road to this point was politically and fiscally arduous, but after several turnovers of its leadership, a board of directors was elected that focused on making steady progress.

Politically, it may not be as celebrated as creating a new park or a new public building. There is an "out of sight, out of mind" attitude toward sewers, but local leaders committed to keeping them in good repair deserve credit.

Local Notes

Items that May Be of Interest

• Linda Levey, linda@santavenetia.org

Marin Sanitary/LGVSD Curbside Clean up Days: This year, our Fall 2023 Clean-up Week is September 4 - 8, 2023. Material will be collected on your normal service day during this week. For more information, visit <https://tinyurl.com/repcux2f>.

California Coastal Cleanup Day: The 2023 cleanup will take place on Saturday, September 23 – check back in late summer for details on how to participate: <https://tinyurl.com/bdewekfs>. While you wait for September, do your own Coastal Cleanup! Clean up your neighborhood, parks, and local area anytime. Trash from inland areas flows downstream to the coast, so cleaning up neighborhood trash prevents marine debris. Also check out our Adopt-a-Beach program to make cleanups count all year long.

Marin Education – ROP and CTE: I'm a big believer in ROP (Regional Occupational Program) programs, having taken two while attending **San Rafael High School**. So I read with interest a recent (7/5/23) Marin IJ Letter to the Editor (<https://tinyurl.com/4sr4aed5>) talking about CTE (Career Technical Education) offerings and the upcoming groundbreaking (8/10/23) for the new CTE building at **Terra Linda High School**. Visit www.marinschools.org/Page/5140 and www.marinschools.org/Page/6670 for more information.

On the Wall: Launching this fall is a new County program called the On the Wall, will allow card-carrying **Marin County Free Library** (MCFL) patrons to check out works of art from local artists. The library is collaborating with the County's **Department of Cultural Services** to support a diverse group of local artists and enhance the library's collections so that community members may check them out as they do books or other library materials. Marin County Artists (over 18) have until 7/31/23 to submit their art for possible inclusion. Visit <https://tinyurl.com/7db9eyjd>.

Marin Gets a Break on Age-Friendly Permitting: The **Community Development Agency** (CDA) is well-aware that the median age of Marin County residents is higher than other CA counties, partly thanks to **Age Forward**, the County's age-friendly initiative. CDA's Building and Safety Division is reminding everyone that there is a building permit fee waiver (residential and commercial) for any permit with the sole scope of improving accessibility to an existing structure, i.e. adding an entry ramp to a dwelling, modifying a kitchen counter to accommodate wheelchair access, or installing a roll-in shower in a bathroom. This provision can save an applicant hundreds of dollars. For more information, visit <https://tinyurl.com/2p8wfyf7>

The Marin County Sustainability Team offers lots of programs, information, and assistance. Coming in August is a new program, The **Self-Generation Incentive Program** (SGIP), which will provide rebates up to \$3,100 for single family homes that replace gas water heaters with heat pump water heaters. Come August, you can check <https://incentives.switchison.org> for more information on this program: To find out more about other opportunities and resources, visit the Sustainability Team at www.marinsustainability.org or contact them with questions at energy@marincounty.org

Property Deed Scams: If you recently purchased a home, you may have received a letter from the "local records office" or a similar official-sounding entity asking for a "processing fee" of \$89 to obtain an official copy of your property deed. This is a common scam – don't engage! For more info: www.marincountyda.org

Monarch Blitz: Between July 28 and August 6, Monarch Butterflies are supposed to reach their maximum dispersal. Document sightings here: <https://journeynorth.org/sightings>

Kids Ride Free: SMART, Marin Transit, Sonoma County Transit, Santa Rosa CityBus, and Petaluma Transit are offering free rides for K-12 youth through August. No passes are necessary to ride, kids will simply show a valid K-12 school or government-issued ID to the conductor when boarding the train or bus. For more info: <https://tinyurl.com/5958e7mr>

USPS is Hiring: The Postal Service is actively hiring for full-time, part-time, and seasonal employment. For more information: <https://tinyurl.com/5x3e4acu>

From Bill Hale

Cuttings Wanted: Honeysuckle, Jasmine, and Gardina. Have decided to infuse some fragrances into a patio area and would appreciate some starter cuttings. Thanks, Bill (415-419-7664)

Our San Rafael Salvation Army has expanded its store and drop off donation days to everyday. Hours are the same for each day: 10am to 6pm. Restocking delivery days remain the same: Tuesdays, Thursdays, and Fridays.

Bayhills Development

• Mary Hanley, marvinmarin@comcast.net

On June 15, 2023, a group of concerned neighbors met with the Developer and General Manager planning to build on a parcel ("1050 Bayhills Estate") atop **San Pedro Ridge**.

The site has views to the east of **Bucks Landing, San Pablo Bay, and China Camp**, and faces west to the **Santa Venetia neighborhood**. We greatly appreciated having **Supervisor Mary Sackett**, her Aide **Gustavo Gonçalves**, and the new **Community Development Agency (CDA) Director Sarah Jones** joining us for this meeting. (Thank you!) Among the issues voiced were the project's ridgetop siting (when we say ridgetop, we mean "on the top of the ridge"), inadequate biological site assessment, impact on emergency ingress/egress, damage to **Sunny Oaks and Bayhills**, increased wildfire risk, impacts on the watershed and Bayhills water table, and the number of trees they plan to remove. As well, the area has a history of soil instability and landslides.

This type of development is unprecedented in this day and age – current rules restrict ridgetop building. This is just one of multiple parcels proposed for development on this hillside and we have already seen unpermitted clearing in the area. Currently, the project application has been deemed incomplete by Planning. For more information on how you can sign up to be notified of status changes, see our Land Use Update article on page 5. Stay tuned for more information and/or feel free to contact SVNA@santavenetia.org



Mark Your Calendar / Save the Date!

SVNA Community Meeting

National Night Out







Tuesday, August 1, 2023 at 7pm



The Communicator

Santa Venetia Neighborhood Association
P.O. Box 4047, San Rafael, CA 94913-4047
SVNA@SantaVenetia.org ~ www.TheSVNA.org

SVNA Board Members & Officers

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	Vice-President GARY ROBARDS gary.robards@ gmail.com 415-847-0864		Director JOHN DENIGRIS jdenigris@ sbcglobal.net 415-342-9550
	Treasurer LINDA LEVEY linda@ santavenetia.org 415-499-3411		Director RODERICK CASTRO roderick.castro@ gmail.com 323-428-9224
	Secretary CATHERINE LAGARDE a.catherine. lagarde@gmail.com 415-472-7862		Board Member Emerita NANNI WURL 415-472-3269
	Past President MARK WALLACE Mark.t.wallace@ gmail.com	Join the SVNA – Power in Numbers	

SVNA Committee Contacts

- CERT (Emergency Preparedness): Isabella Danel, isdanel@gmail.com
 - Land Use: Mark Wallace, Linda Levey
 - Median Crew: Nanni Wurl
 - Membership: Linda Levey
 - Newsletter: Linda Levey, Terri Leker
 - Safe & Friendly Neighborhoods: Justin Kurland, jtmk@outlook.com
 - Social Activities: Kitty Walker, kittyalicewalker@gmail.com
 - Speeding & Safety: Sean McClelland, seanmcclelland@gmail.com
 - Traffic & Roads: Gary Robards
- County Advisory Boards:**
- CSA #6 (Dredging): Ellen Stein, sfskyway@hotmail.com
 - CSA #18 (Parks): Gina Hagen, Linda Levey
 - CSA #19 (Emergency Services): Mark Wallace, Nanni
 - FCZ #7 (Flood Control): Greg Fox, geodesic@gmail.com

Newsletter Submissions

The deadline for articles and ads for the Sep/Oct issue is 9/1/2023. Paid-up SVNA residents can advertise and support The Communicator. Buy a 3-1/2 x 2" ad for \$30 per issue or get one free issue by paying a year in advance — only \$150 for the whole year, 6 issues, includes color posting on the SVNA website and in the display case. For info, contact: linda@santavenetia.org

Photo Credits

Marilyn Bagshaw, Shelley Cooper, Karl Dannecker, William Driscoll, Paula Kotzen, Linda Levey, Dinah McClure, Norma Novy, Jason Pavao, Marilyn Von Schalscha, Joel Yau, and SRPD

Thanks to Ann Thompson for the Mt. Tam/Miwok Indian tribute artwork, to Jok Church for the original SV logo design, and to Joel Lau for revising it.

Santa Venetia Neighborhood Association Mission Statement

To preserve and promote the quality of life of the Santa Venetia community. This is achieved through encouraging healthy social interaction; facilitating the flow of information; and protecting the natural beauty and economic well-being of the community.

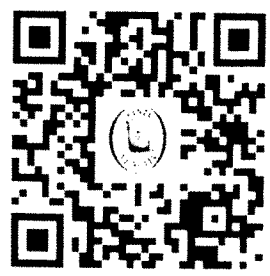
Articles in this newsletter represent the opinions and ideas of the authors, and may not reflect the views of SVNA or its Board. While this newsletter aims to best represent information that is useful to the community, please note that SVNA reserves the right to accept or decline articles and to edit submissions for both accuracy and clarity.

SVNA Membership

Your Ticket to a Better Community

• Linda Levey and the SVNA Board, SVNA@santavenetia.org
It's easy to complain, but let's do something about it! Join the SVNA Board and your neighbors to keep our neighborhood the best it can be. If you are reading this, you are either a new member, a recent member, a longtime member, or not yet a member. Either way, we hope you appreciate what The SVNA does for this neighborhood and the fantastic volunteers we have in our community.

Remember, no matter when you joined, you must renew every year to continue as an SVNA Member! Our funding comes directly from memberships, and we work to spend those dollars and donations wisely for the benefit of our community. So, thank you to our neighbors who pay their membership annually and thank you doubly to our neighbors who donate extra with their renewals.



And as we've always said, **Members are good, "participating" members are even better!** So, thank you to our volunteers who serve on the SVNA Board, SVNA Committees, County Advisory Boards, and various SVNA Projects and Events. Hats off to you! If you're not already doing so, please consider joining the SVNA Board or one of the many SVNA Committees.



And one more thing... I want to call out a final Thank You! to a fantastic SVNA member, **Russ Greenfield**, who is relocating to Novato. He recently gave up his final tie to Santa Venetia, his spot on the **Flood Zone 7 Advisory Board**. Russ is the consummate volunteer — previously serving on the **SVNA Board** (as President, Vice-President, and Director), on the **Gallinas Watershed Council**, as a Board Member of the **Las Gallinas Sanitary District**, and more. Russ helped with the SVNA Newsletter, the Labor Day Picnic, the meetings, and so much more. Thank You Russ — you are missed!

Continúa de la página 1

Come, juega, y ríe en el Picnic Anual del Día del Trabajo

Este 4 de Septiembre del las 12-3 de la tarde en el Parque Adrián-Rosal.
Han pasado algunos años, ¡pero planeamos volver con un chapuzón!
La entrada es gratuita para los miembros de SVNA, incluidos sus familiares y amigos. Si no eres miembro, el precio es de \$10 para adultos y \$5 para niños. O incluso mejor, ahora es un buen momento para unirse (\$40 regular, \$20 seniors)
¡Se necesitan voluntarios! Necesitaremos mucha ayuda: instalación, decoración, etc. Si puede ayudar, comuníquese con Kitty Walker, kittyalicewalker@gmail.com

Show your Love and Support for your Community
Renew/Join The SVNA
(\$40 regular \$20 seniors)

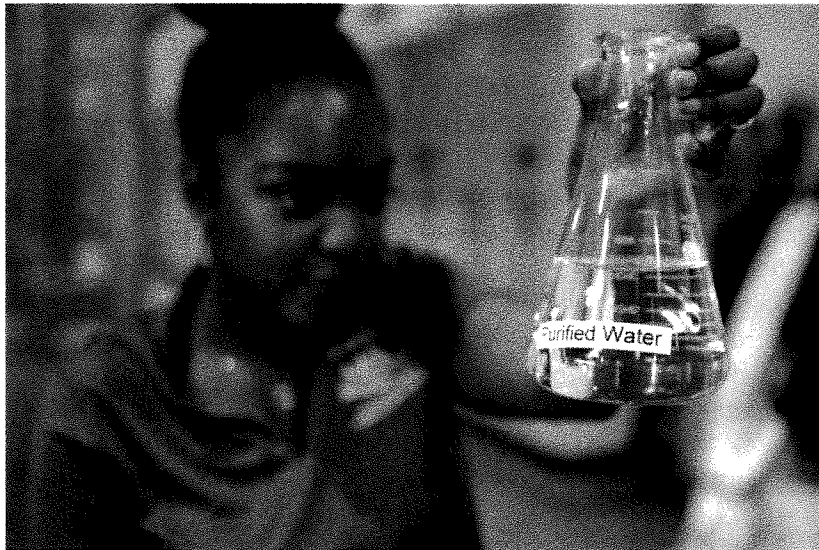
Teresa Lerch

From: Mark Millan <millan@datainstincts.com>
Sent: Wednesday, August 23, 2023 12:51 PM
To: 'Undisclosed Recipients'
Subject: Is Water Recycling the Answer to the Bay Area's Drought Woes? KQED 8/22/23

Is Water Recycling the Answer to the Bay Area's Drought Woes, Algae Blooms?

Ezra David Romero, KQED 8/22/23

Link: <https://www.kqed.org/science/1983997/water-recycling-bay-area-answer-drought-algae-blooms>



Lakeisha Bryant, a spokesperson for Valley Water, holds a beaker filled with purified water at Silicon Valley Advanced Water Purification Center in San José on Aug. 14, 2023. The facility uses microfiltration, reverse osmosis and ultraviolet light to purify treated wastewater. (Beth LaBerge/KQED)

When recycled for drinking, the millions of gallons of water that Bay Area residents flush down toilets and showers every day could be cleaner than the pristine [Hetch Hetchy water](#) that flows from many taps in the region, according to a top California water official.

“Both are drinkable and pure,” said Darrin Polhemus, deputy director of the drinking water division of the state’s Water Resources Control Board. Recycled water for human consumption, he added, will be so clean that workers will have to add minerals to it, because the purification process strips the water of necessary minerals that make it drinkable.

But recycling the region’s used water for drinking, a process called “direct potable reuse,” is not happening anywhere in the Bay Area — at least not yet. Polhemus’ agency, however, is working to change that by drawing up [rules for how local water agencies can pump ultra-purified water straight into the pipes that connect to people’s homes.](#)

Water agencies that opt in early would either have to build entirely new water recycling plants, join forces with other water companies, or add water reuse capabilities to their operations. The entirely optional regulations could be official next year and, within half a decade, some agencies may be using the technique to help drought-proof their water portfolios.

“It’s going to be purified water that’s going to have the highest level of treatment ever, and it will be monitored at the beginning, middle and end.” *Darrin Polhemus, deputy director, California’s Division of Drinking Water*

“It’s going to be purified water that’s going to have the highest level of treatment ever, and it will be monitored at the beginning, middle and end of the purification process,” Polhemus said. “It is the highest treated water we’re ever going to produce in the state.”

Some water and climate experts believe recycling wastewater for human use is a climate adaptation strategy that, if employed wisely, could be a remedy for both future water shortages and the toxic algae blooms that have begun to perennially plague the San Francisco Bay.



“The impacts of climate change need solutions commensurate to the issue, and water recycling for human use is the reimagining we need,” said William Abraham Tarpeh, an assistant professor of chemical engineering at Stanford University.

A photo hangs above the microfiltration systems at Silicon Valley Advanced Water Purification Center in San José on Aug. 14, 2023. (Beth LaBerge/KQED)

The purification process in a nutshell: Once soiled water swirls down the drain or toilet and reaches a wastewater plant or recycling facility, it is forced through a series of tiny tubes, pipes and filters and hit with ultraviolet light and other treatments like reverse osmosis and

hydrogen peroxide, to strain and scrub out bacteria and parasites.

“It is beat up a lot. It’s the same technology used to desalinate ocean water,” said Lakeisha Bryant, a spokesperson for the Santa Clara Valley Water District, which operates the [Silicon Valley Advanced Water Treatment Purification Center](#) in San José. Similar to most other agencies in Northern California, the water purified in the facility is currently only used for things like landscape irrigation, cleaning buildings, industrial cooling, some agriculture and toilet flushing — but not human consumption. Some agencies even sell the recycled wastewater to oil refineries to generate steam to make fuel. Others hope to pump it deep into the earth to recharge depleted aquifers.

Valley Water aims to use recycled wastewater for at least 10% of the county’s total water demands by 2025, [its website states](#).

And while none of that will be for human consumption, the agency is also attempting a small-scale pilot project to bottle water for human use over the next year in preparation for the new statewide rules.



Lakeisha Bryant, of Valley Water, samples a bottle of recycled water at Silicon Valley Advanced Water Purification Center in San José on Aug. 14, 2023. (Beth LaBerge/KQED)

“It will be good enough for people to drink, and that will be a huge game changer when it comes to public perception,” said Lei Hong, operations manager at the South Bay plant.

In addition to the state’s impending water recycling guidelines, another impending regulation, set to roll out next spring, will have far-reaching effects in the Bay Area. All 37 wastewater treatment plants across the region will be required, via a permitting

process, to reduce the sheer volume of treated wastewater they pump into the bay.



The plethora of microscopic elements — like nitrogen and phosphorus — in that water is a smorgasbord for the single-tailed algae that darkened the water rusty brown in parts of the bay the past two summers, and last year killed thousands of fish.

Eileen White, executive officer of the San Francisco Bay Regional Water Quality Control Board, which will issue the permits, said the new rules could force wastewater agencies to reduce their output of this algae food by as much as 50%, with the goal of eliminating the nutrient “buffet” that algae love feeding on.

That exact percentage, however, is still an open point of debate. White’s team is meeting with water agencies across the region and said they will use the best science to determine the exact percentage.

“We’re looking at very significant reductions given what occurred last summer,” she said.

Just 10% of all the water that flows into wastewater plants in the region today is recycled, White said, noting that while her board has encouraged local water agencies to increase their recycling capacity, there is currently no direct requirement to do so.

Lorien Fono, the executive director of the Bay Area Clean Water Agencies, which represents the five largest wastewater treatment agencies in the Bay Area, said there are significant barriers to turning wastewater into drinking water. The big one: price.

It can cost more than \$1 billion to establish one water recycling project, a cost many agencies consider prohibitive, even with the help of available state and federal grants. Space for the new plants and jurisdictional issues are also major roadblocks. Only some wastewater agencies are water suppliers, so there would need to be collaboration across separate agencies and private companies.

“Recycled water is in its infancy in our region,” Fono said. She said the barriers, mostly cost and limited land, don’t make the Bay Area an ideal place for water recycling for human consumption.

For many agencies, geography is also a major limitation for expanding water recycling capacity.

A sign says, ‘Recycled Water in Use’ outside of the Silicon Valley Advanced Water Purification Center in San José on Aug. 14, 2023. (Beth LaBerge/KQED)

Amit Mutsuddy, director of wastewater for the East Bay Utility District, whose plant is sandwiched between three freeways, said he doesn’t think direct potable reuse is a likely option because of the hefty price tag and limited space.

“We are landlocked, so we cannot expand,” he said, adding the agency is experimenting with other practices to decrease nutrients.

‘It will be good enough for people to drink, and that will be a huge game changer when it comes to public perception.’
Lei Hong, operations manager, Santa Clara Valley Water District

Water suppliers in Marin keep eye on talks for dam

BY WILL HOUSTON

WHOUSTON@MARINIJ.COM

Marin County water agencies are expressing cautious optimism about a new proposal to transfer ownership of a controversial hydropower plant that affects one of the county's main water suppliers.

The proposal centers on the Potter Valley Project, a 110-year-old hydropower plant in Mendocino County that is operated by Pacific Gas & Electric Co. Water diverted by the plant feeds into the Russian River watershed, which is a key part of Marin's water portfolio.

After PG&E announced its intention to surrender and decommission the power facility in 2019, there has been a question of whether water diversions to the Russian River would continue. The new proposal submitted this month by Sonoma Water, the Mendocino County Inland Water and Power Commission and the Round Valley Indian Tribes would transfer parts of the facility to a new entity that would continue Russian River water diversions.

"The proposal I think is welcomed," said Paul Sellier, the Marin Municipal Water District water resources director. "It's a positive step. We're very interested in the details."

Both of Marin's largest water agencies — the Marin Municipal Water District and North Marin Water District — purchase Russian River water through Sonoma Water. The Russian River provides about 75% of the greater Novato area's water supply and about 25% of the water supply for central and southern Marin communities.

Sonoma Water has two main reservoirs, Lake Sonoma and the smaller Lake Mendocino. Diversions from the Potter Valley Project flow into Lake Mendocino. Pamela Jeane, assistant general manager at Sonoma Water, said studies and modeling show that without continued diversions, Lake Mendocino is at risk of drying up during drought years.

The agency is also required to make dam water releases for the environment from Lake Mendocino as part of its state water rights. If the diversions from the hydropower plant end, Jeane said, it might be that more water would need to be released from Lake Sonoma, thus making water supply less reliable from its contractors, including Marin's water agencies.

"It's all one system and you can't bifurcate the upper portion of the river from the lower portion of the river," Jeane said. "All of our communities rely on both reservoirs and on the river as a pipeline."

Under the proposal submitted to PG&E this month, a new entity would be created to purchase parts of the Potter Valley Project from PG&E. Jeane said this entity would work to upgrade parts of the diversion tunnel and facilities and make improvements for fish passage at the hydropower site. PG&E is proposing to remove one of the two dams at the hydropower plant, known as Cape Horn Dam, but Jeane said it is still unclear who would be responsible for undertaking that work.

PG&E spokesman Paul Moreno said the company is reviewing the plan.

"PG&E has previously shared we would consider proposals for a third party to retain certain project features," he said. "We will have an initial draft surrender application and decommissioning plan available for review in late November."

The Federal Energy Regulatory Commission would ultimately decide whether to approve PG&E's application. The proposal envisions the application and the transfer proposal being submitted to the commission before the end of January 2025.

Tony Williams, general manager of the North Marin Water District, said while it's unclear how much water diverted from the Potter Valley Project ends up in Marin County, he said the district supports the proposal. However, there are still questions remaining that he wants answered, primarily on cost-sharing.

"We are going to work very closely with Sonoma Water to make sure we're not flipping the bill for this 100%," Williams said. "I think they have heard us say that pretty clearly."

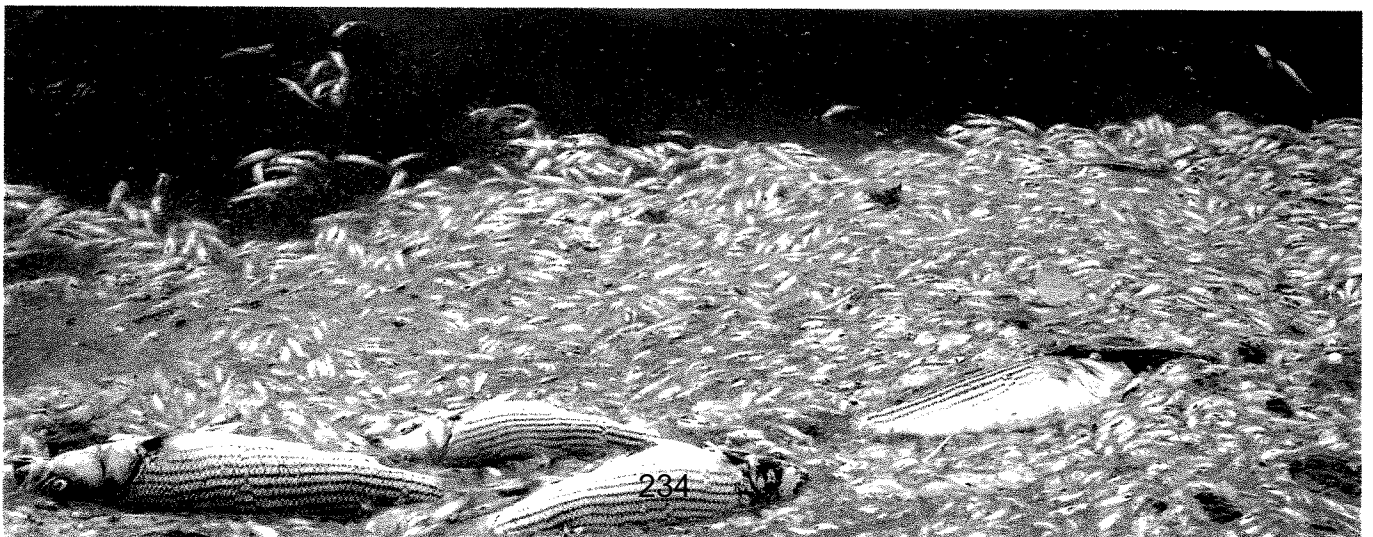
"But it also sounds like the other water interests on the Russian River side are starting to recognize the importance of something beyond when PG&E walks away," Williams said. "I think they are starting to step up and hopefully are willing to contribute financially."

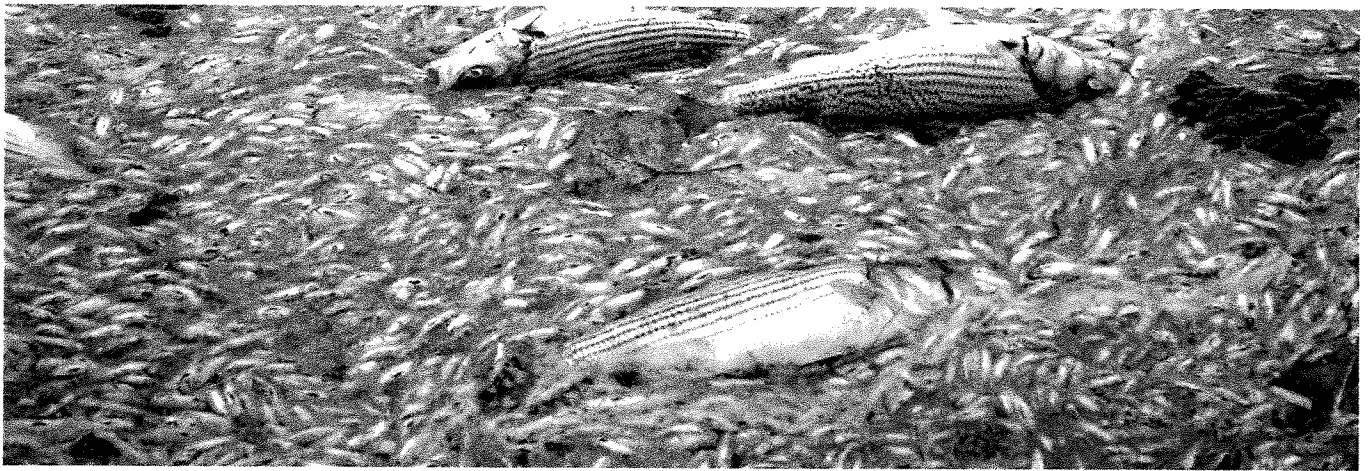
Turning 'red tides'

Agencies in region work to eradicate toxic algae blooms



The Las Gallinas Valley Sanitary District sewage treatment plant in San Rafael operates in 2021. More than two-thirds of the region's nitrogen, a risk to marine life, comes from sewage treatment plants. ALAN DEP — MARIN INDEPENDENT JOURNAL





Thousands of dead fish float at Lake Merritt in Oakland last summer during a toxic algae bloom around San Francisco Bay. RAY CHAVEZ — BAY AREA NEWS GROUP

BY LISA M. KRIEGER

BAY AREA NEWS GROUP

The largest sources of nutrient pollution and algae blooms in the San Francisco Bay — 37 different sewage treatment plants, including several in Marin — are cleaning up their act.

Faced with two blooms called “red tides,” deadly to marine life, officials will soon recommend the first-ever restrictions on the release of the nutrients, such as nitrogen, into the bay, a vast body of water that has long seemed resilient to trouble.

Nitrogen is not a toxin; it is necessary for a healthy ecosystem. But too much of it, discharged in wastewater from human urine, sets off a complex series of events that causes too much algae to grow, which depletes oxygen and kills marine life. Last year, a harmful bloom caused piles of stinking fish corpses to wash ashore. This summer, a smaller bloom appeared and then vanished.

“The science is telling us that we need to reduce nutrient loads as quickly as possible,” said Eileen White, executive officer for the San Francisco Bay Regional Water Quality Control Board, which regulates sewage treatment plants. “What has happened is a game-changer.”

At least three Marin sanitation agencies — the Las Gallinas Valley Sanitary District in San Rafael, the Tiburon-based Marin County Paradise Cove Sanitary District 5 and Marin County Tiburon Sanitary District No. 5 — will be required to adhere to the new discharge requirements under a new permit set to take effect in July 2024, White said. However, White said any agency that discharges effluent into the bay will be required to adhere to the new regulations.

White said the regulations will not be prescriptive and will allow agencies to determine the best way to adhere to meet the new standards, whether through recycled water or other upgrades.

Jason Dow, general manager of the Central Marin Sanitation Agency, said his utility has completed conceptual planning for the new discharge requirements. The agency does not have nutrient removal facilities, Dow said, but will begin planning for any upgrades or facilities once the new regulations are released.

“Our board is very concerned about the health of the bay and has budgeted \$5 million over the next few years for nutrient removal facility planning and design work based on the next permit’s requirements,” Dow wrote in an email.

More than two-thirds of the region’s nitrogen comes from sewage treatment plants, which collectively dump about 50,000 kilograms into bay waters every day. While many natural factors create a red tide — named for the discolored water — these nutrient releases are artificial and can be controlled, experts say.

About 14 of the Bay Area's treatment plants have already modernized their facilities to clean up their sludge, harnessing bacteria and aeration techniques to turn nitrogen from a liquid to a gas, then safely releasing it into the air. Several more have planned upgrades, and are studying treatment wetlands.

But others are lagging behind.

A thorough cleanup will be very pricy, boosting costs for ratepayers. To cut nitrogen releases in half, the total cost could reach \$11.5 billion. More modest reductions of 7% to 20% would cost \$220 million to \$870 million. The most aggressive reduction — 82% — could cost nearly \$15 billion.

And the payoff might not be immediately obvious. Until last year, the bay had no dramatic red tide die-offs of marine life. Scientists are trying to learn whether these are rare events or the beginning of a trend. There are hints, yet no proof, that climate change could trigger repeated outbreaks.

"It's a huge challenge ... with a lot of uncertainty," said Lorien Fono, executive director of the Bay Area Clean Water Agencies, whose members provide sewerage services to more than 7.1 million residents. "But, working together, we have the possibility of creating a regionwide approach for nutrient reduction."

The red tide algae bloom in July faded without a repeat of last summer's toll of thousands of dead fish and other marine creatures, according to an analysis by scientists at San Francisco Baykeeper, an environmental group that monitors water conditions in the bay.

But summer is not over. Increased algae concentrations in the 2000s, combined with these recent outbreaks, are prompting authorities to take a harder look.

Discharge limits have helped reverse ecological disasters in Tampa Bay, the Long Island Sound and other estuaries around the nation. In Chesapeake Bay, which once seemed unsavable, key fish species have rebounded, more seagrass is growing and the water holds more life-giving oxygen.

Historically, limits have not been required in San Francisco Bay. It has fierce tides, which reduce concentrations of nitrogen. It has cloudy water, due to millions of tons of mud, gravel and sand from Gold Rush mining. And it has a large population of organisms, such as clams, that feed on algae.

But that resiliency might be fading. Water clarity is increasing because of upstream dams capturing sediment. Clam populations are declining. Climate change might cause waters to warm.

The region's 50-year-old treatment facilities are also aging, creating opportunities for upgrades, Fono said.

Limits will be placed on nitrogen discharges, said White. The San Francisco Bay Regional Water Quality Control Board issues new permits — with new regulatory requirements — every five years. The existing permits will expire next year.

"We tried to be a progressive thinker," said Jimmy Dang of the Oro Loma Sanitary District and Castro Valley Sanitary District, which upgraded their decades-old facility to remove nearly 95% of nitrogen from its discharge flow, contributing to a 7% price hike for ratepayers. "It was a conscious decision to look at the environment of the bay, ahead of any limits that were coming down the pipeline."

The San Jose-Santa Clara Regional Wastewater Facility, which sits on the edge of the shallow and slow-moving South Bay, started to remove nitrogen discharges about two decades ago and now about 85% of it is gone.

Last year, South San Francisco and San Bruno completed the construction of a technology that has also reduced nutrients by 85%.

According to the Bay Area Clean Water Agencies' most recent report, Palo Alto and its partners are embarking on a major \$200 million makeover of their Regional Water Quality Control Plant. West County Wastewater, which serves San Pablo, Richmond and Pinole, has already completed plant improvements.

The Dublin San Ramon District is solving its problem through a recycled water program, which uses nitrogen to fertilize fields and landscaping. San Leandro's project, under construction, should be finished this year. San

Mateo began its upgrade in 2021.

The two largest dischargers — the East Bay Municipal Utility District and San Francisco PUC — are off to a slower start, according to the report. EBMUD is now pilot testing treatment of about 10% of its flow, which should result in some reductions.

“It is very expensive,” said Fono. “But the community, as a whole, takes this very seriously.”

Given the enormous cost, how much reduction is needed? That is what David Senn of the San Francisco Estuary Institute and his partners with the San Francisco Bay Nutrient Management Strategy are studying. They are developing computer simulations of a gradual decline in the ecosystem’s health, as well as more catastrophic red tides to better understand whether massive die-offs will be rare events, or something more frequent. The goal is to generate the data needed to support major management decisions.

“How do we think through something that’s never happened before — that would cost \$10 billion or more to prevent from happening again?” Senn asked. “And what pace do we need to get there?”

MMWD

Utility to convert dormant tunnel to water storage

BY WILL HOUSTON

WHOUSTON@MARINIJ.COM

The Marin Municipal Water District has launched a project nearly 14 years in the works to bolster water storage in the Ross Valley and decommission a century-old tunnel used as a water storage tank.

The five- to six-year project will close off the 9,000-foot-long Pine Mountain Tunnel that was built in 1919 to transport raw water from the Alpine Lake reservoir to Cascade Canyon for drinking water. After new water treatment standards were implemented in the late 1960s, the tunnel was disconnected from Alpine Lake and repurposed in 1971 to store up to 3 million gallons of treated water.

“You can think of it as a 9,000-foot-long tank,” said Crystal Yezman, chief engineer at the district.

The project, for which planning began around 2009, will replace the tunnel with two 2-million-gallon storage tanks for treated water. The tanks will be on the western side of Concrete Pipe Road near Bolinas and Sky Oaks roads.

A risk assessment performed by the district in 2019 found that the tunnel had one of the highest risks of failure from disasters such as earthquakes, which could threaten water supply and fire response for Ross Valley communities. The tunnel was also found to have cracks, resulting in water loss.

“The project is going to be really beneficial to the community because it will increase the storage and reduce water loss,” Yezman said.

The project launched this month and will be completed over two phases.

The first phase will prepare the site for the new storage tanks through grading work and building a 400-foot-long soil nail wall to stabilize the nearby hillside.

The project will require the district to remove 45,000 cubic yards of soil, or enough to fill more than 2,800 dump trucks. About 5,000 cubic yards of topsoil will be hauled to a landfill to prevent the potential spread of a pathogen that causes sudden oak death disease, Yezman said.

The loaded trucks will be tarped and will take a one-way route through the watershed and exit out of Natalie Coffin Greene Park. The work will result in the temporary closure of some parking spaces at the park.

The remaining soil will be deposited at Bullfrog Quarry, with some being used to create the soil nail wall. The first phase is set for completion in early 2025.

The larger second phase set to begin in the summer of 2025 will build the new water tanks and cap off Pine Mountain Tunnel.

The first phase is estimated to cost \$6 million. While an engineer’s estimate is not finalized, Yezman said the second phase is expected to cost about \$20 million. The project will be funded by district funds, including revenues from its capital maintenance fee.

The project will result in traffic control measures and parking restrictions in Ross and nearby areas during the first phase of the project. Some trails and fire roads in the watershed will be closed through October.

The Ross Town Council heard a presentation on the project on Thursday. Mayor Elizabeth Brekhus said she was reassured by the presentation and that the town will work with the district to monitor and address any impacts.

“And while no one likes construction, the presentation persuaded me the work is necessary and other alternatives were explored to avoid the impacts,” Brekhus wrote in an email. “If the work is performed as described, it sounds like it will be a short-term inconvenience and will result in important benefits to the watershed capacity.”