NOTICE AND AGENDA Regular Board Meeting at Sanitary District No. 5 of Marin County Thursday, October 21, 2021

5:00 P.M. REGULAR BOARD MEETING

COVID-19 ADVISORY NOTICE

Consistent with Assembly Bill 361 revising Government Code section 54953, and Resolution No. 2021-07 of this Board enacted in accordance therewith, the Meeting will not be physically open to the public and all Board Members and Staff will be teleconferencing into the meeting.

How to Submit Public Comments:

Comments submitted prior to the commencement of the meeting will be presented to the Board and included in the public record for the meeting.

Public Comments are to be submitted via email to rdohrmann@sani5.org.

In addition, members of the public who are calling in, will have the opportunity to provide public comments by following the steps below:

How to Participate in the Meeting: Join Zoom Meeting by clicking on the following link:

https://us02web.zoom.us/j/6230620778

Meeting ID: 623 062 0778 or join by phone:

Call in number: (669) 900-9128 Participant Code: 623 062 0778

ROLL CALL

PUBLIC COMMENTS: The public is invited to address the Board on items that do not appear on the agenda and are within the subject matter jurisdiction of the Board. The Brown Act does not allow the Board to take action on any public comment. Please limit public comments to no more than three minutes.

DIRECTORS' COMMENTS AND/OR AGENDA REQUESTS:

CONSENT CALENDAR:

- 1. Review and approve Resolution No. 2021-08: A Resolution proclaiming the continuing need to meet by teleconference in accordance with Government Code Section 54953 (Rubio)
- 2. Approval of September 16, 2021 Regular Board Meeting Minutes and October 5, 2021 Special Board Meeting Minutes (Dohrmann)
- 3. Review and receive all electronic fund transfers (EFTs) and approve warrants from September 9th through October 13th, 2021 (JP Morgan Chase Bank, check no. 8479 through check no. 8528, all transactions totaling \$870,687.01) and receive September 2021 payroll, in the sum of \$119,301.61 (Dohrmann)
- 4. Receipt of Financial Reports for September 2021 (Dohrmann)

Board of Directors Agenda Regular Board Meeting, October 21, 2021 Page 2

MANAGEMENT REPORTS:

5. District Management Summary Report (Rubio)

NEW BUSINESS:

- 6. Review and discuss SD5's current pension and OPEB funding, presented by GovInvest (Rubio) discussion only
- 7. Verbal discussion regarding potential mandatory Covid-19 Vaccine Policy for all District Staff and Board Members (Rubio) discussion only
- 8. Review and approve Resolution 2021-06: A Resolution Establishing a One-time Employee Early Exit Plan for FY21-22 (Rubio) Possible action
- 9. Review and discuss the continuance or dissolution of SD5's Tiburon-Belvedere Wastewater Financing Authority (JPA) based on completion of Bond promissory obligation from the 2012 MPR Project (Rubio) Action
- 10. Review & accept staffing evaluation proposal from HDR and direct the District Manager to engage HDR in a professional services agreement for the SD5 staffing evaluation (Rubio) Action

UNFINISHED BUSINESS:

COMMITTEE REPORTS:

- 11. Capital Improvement Program Committee (Moody/Arias-Montez)
- 12. Finance & Fiscal Oversight Committee (Benediktsson/Arias-Montez)
- 13. Governance Committee (Moody/Carapiet)
- 14. Personnel Committee (Benediktsson/Snyder)
- 15. Renewable Energy Strategies Ad Hoc Committee (Carapiet/Moody)

OTHER BUSINESS:

ENVIRONMENTAL:

CORRESPONDENCE:

INFORMATIONAL ITEMS:

ADJOURNMENT

The Board will be asked to adjourn the meeting to a Regular Board Meeting on November 18, 2021, at 5:00 P.M.

The Board of Directors may, at its discretion, consider agenda items out of the order in which they appear above.

<u>Accessible public meetings</u>: Upon request, the District will provide written agenda materials in appropriate alternate formats, or disabilityrelated modification or accommodation, including auxiliary aids or services to enable individual with disabilities to participate in public meetings.

Please submit written requests to the District at P.O. Box 227, Tiburon, CA 94920 or rdohrmann@sani5.org at least two days prior to the meeting.

RESOLUTION 2021-08

SANITARY DISTRICT NO. 5 OF MARIN COUNTY

A RESOLUTION PROCLAIMING THE CONTINUING NEED TO MEET BY TELECONFERENCE IN ACCORDANCE WITH GOVERNMENT CODE SECTION 54953

WHEREAS, on January 30, 2020, the World Health Organization declared the COVID-19 outbreak a public health emergency of international concern; and

WHEREAS, on March 4, 2020, the Governor of the State of California declared a state of emergency in order to address the COVID-19 pandemic; and

WHEREAS, on March 3, 2020, Marin County declared a local emergency due to the COVID-19; and

WHEREAS, to allow local government bodies to safely conduct public meetings during the COVID-19 pandemic as well as to ensure public access to governmental meetings, the Governor of the State of California issued Executive Orders N-25-20 and N-29-20, which streamlined notice requirements for teleconference meetings under the Ralph M. Brown Act; and

WHEREAS, the Sanitary District No. 5 ("District") has been conducting meetings of the District Board as well as its Committees pursuant to the provisions of these executive orders since their issuance; and

WHEREAS, the California State Legislature approved and the Governor signed AB 361 into law, which amended the Ralph M. Brown Act to allow local legislative bodies to continue meeting by teleconference during a gubernatorial proclaimed state of emergency if the local legislative body determines, by majority vote, that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees (California Government Code section 54953(e)(1)(B)); and

WHEREAS, the State of Emergency remains in effect; and

WHEREAS, COVID-19 continues to threaten the health and lives of District residents; and

WHEREAS, there is scientific consensus that variants of COVID-19, such as the Delta variant, are highly transmissible in indoor settings; and

WHEREAS, in individuals that are vaccinated, breakthrough cases of COVID-19 are becoming increasingly common; and

WHEREAS, AB 361 requires the District to reconsider the circumstances of the emergency and review whether it continues to directly impact the ability of the members to meet safely in person;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Sanitary District No. 5 does hereby resolve, declare, determine, and order as follows:

SECTION 1. The above recitals are correct and are material to this Resolution and are incorporated into this Resolution as findings of the District Board.

SECTION 2. Pursuant to the requirements of Government Code Section 54953 (e)(3), the District Board makes the following findings:

- A) The District Board has considered the circumstances of the continuing state of emergency;
- B) The state of emergency continues to directly impact the ability of the members and the public to meet safely in person;
- C) Due to COVID-19, holding meetings in person will present imminent risks to the health and safety to attendees; and
- D) The District Board will continue to meet by teleconference in accordance with Government Code section 54953(e).

SECTION 3. The aforementioned findings apply to all Commissions, Committees, or advisory bodies of the District, which are classified as legislative bodies per Government Code Section 54952.

SECTION 4. The District Board will reconsider, not more than every 30 days, the circumstances of the emergency and review whether it continues to directly impact the ability of the members to meet safely in person.

SECTION 5. All portions of this resolution are severable. If an individual component of this resolution is adjudged by a court to be invalid and unenforceable, then the remaining portions will continue in effect.

* * * * *

I hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly passed and adopted by the Board of Directors of Sanitary District No. 5 of Marin County, California, at a meeting thereof duly held on the 21st day of October 2021, by the following vote:

AYES, and in favor thereof, Directors:	
NOES, Directors:	
ABSENT, Directors:	
ABSTAIN, Directors:	
APPROVED:	ATTEST:
Richard Snyder	Omar Arias-Montez
President, Board of Directors	Secretary, Board of Directors

Item #2A

Regular Board Meeting Minutes at Sanitary District No. 5 of Marin County Thursday, September 16, 2021

5:00 P.M. REGULAR BOARD MEETING

CORONA VIRUS (COVID-19) ADVISORY NOTICE

Consistent with Executive Orders No. N-25-20 and No. N-29-20 from the Executive Department of the State of California, the Meeting will not be physically open to the public and all Board Members and Staff will be teleconferencing into the meeting.

How to Submit Public Comments:

Comments submitted prior to the commencement of the meeting will be presented to the Board and included in the public record for the meeting.

Public Comments are to be submitted via email to rdohrmann@sani5.org.

In addition, members of the public who are calling in, will have the opportunity to provide public comments by following the steps below:

How to Participate in the Meeting: Join Zoom Meeting by clicking on the following link:

https://us02web.zoom.us/j/6230620778

Meeting ID: 623 062 0778

or join by phone:

Call in number: (669) 900-9128 Participant Code: 623 062 0778

CALL TO ORDER by President Richard Snyder at 5:00 P.M.

ROLL CALL Directors present: Richard Snyder, President

John Carapiet, Vice President Omar Arias-Montez, Secretary Catharine Benediktsson, Director

Tod Moody, Director

Staff present: Tony Rubio, District Manager

Others in attendance: Mark Freiberg, Pt. Tiburon Bayside resident

Hank McWhinny, Pt. Tiburon Bayside resident

PUBLIC COMMENTS: The public is invited to address the Board on items that do not appear on the agenda and are within the subject matter jurisdiction of the Board. The Brown Act does not allow the Board to take action on any public comment. Please limit public comments to no more than three minutes.

• Mr. Freiberg commented they are still interested in potential recycle water projects @ SD5

DIRECTORS' COMMENTS AND/OR AGENDA REQUESTS:

- Richard requested an agenda item for next month regarding discussion of mandatory vaccination policy for staff
- Omar asked that DM report next month about impacts on Ferric Chloride Shortages nation-wide in DM report

CONSENT CALENDAR:

- 1. Approval of August 19, 2021, Regular Board Meeting Minutes (Dohrmann)
- 2. Review and receive all electronic fund transfers (EFTs) and approve warrants from August 11th through September 8th, 2021 (JP Morgan Chase Bank, check no. 8426 through check no. 8478, all transactions totaling \$266,081.37) and receive August 2021 payroll, in the sum of \$136,588.10 (Dohrmann)
- 3. Receipt of Financial Reports for August 2021 (Dohrmann)

Discussion by the Board. Motion (Benediktsson/Carapiet) to approve Items No. 1 through No. 3 on the Consent Calendar. Passed unanimously.

MANAGEMENT REPORTS:

4. District Management Summary Report (Rubio)

District Manager, Tony Rubio, presented a written and verbal report on current District issues, responding to questions from the Board. Discussion by the Board.

NEW BUSINESS:

- 5. Review and discuss draft Request for Proposal re 2022 Sewer Rate Study discussion only Discussion by the Board.
- 6. Discussion re returning to in-person SD5 Board Meetings, starting in October 2021, in consideration of CA Executive Order N-29-20 expiration on September 30, 2021 (Rubio) Action

Discussion by the Board. Item #6 is to be tabled to the October 2021 Regular Board Meeting, pending results of AB361.

7. Review and approve SD5 Early Exit Plan for FY21-22 (Rubio) – Action

Discussion by the Board. Item #7 is to be tabled to the October 2021 Regular Board Meeting; Board directed SD5 staff to obtain additional information from legal counsel.

UNFINISHED BUSINESS: None

COMMITTEE REPORTS:

- 8. Capital Improvement Program Committee (Moody/Arias-Montez) written report provided
- 9. Finance & Fiscal Oversight Committee (Benediktsson/Arias-Montez) verbal report provided
- 10. Governance Committee (Moody/Carapiet) N/A
- 11. Personnel Committee (Benediktsson/Snyder) addressed at Item #7
- 12. Renewable Energy Strategies Ad Hoc Committee (Carapiet/Moody) N/A

OTHER BUSINESS: None

ENVIRONMENTAL:

13. "Dosing the Coast: Leaking Sewage Infrastructure Delivers Large Annual Doses and Dynamic Mixtures of Pharmaceuticals to Urban Rivers," ACS News Service Weekly PressPac: August 18, 2021

CORRESPONDENCE: None

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INFORMATIONAL ITEMS:

ADJOURNMENT

14. Renewal of Paradise Cove Treatment Plant NPDES permit – order #R2-2021-0017

The Board adjourned at 6:09 p.m. to a Reg	ular Board Meeting on October 21, 2021, at 5:00 p.m.
Approved:	Attest:
Richard Snyder	Omar Arias-Montez
President, Board of Directors	Secretary, Board of Directors

Richard Snyder, President John Carapiet, Vice President Omar Arias-Montez, Secretary

Special Board Meeting Minutes at Sanitary District No. 5 of Marin County Tuesday, October 5, 2021

Item #2B

3:00 P.M. SPECIAL BOARD MEETING

COVID-19 ADVISORY NOTICE

Consistent with Assembly Bill 361 revising Government Code section 54953, the Meeting will not be physically open to the public and all Board Members and Staff will be teleconferencing into the meeting.

How to Submit Public Comments:

Comments submitted prior to the commencement of the meeting will be presented to the Board and included in the public record for the meeting.

Public Comments are to be submitted via email to rdohrmann@sani5.org.

In addition, members of the public who are calling in, will have the opportunity to provide public comments by following the steps below:

How to Participate in the Meeting: Join Zoom Meeting by clicking on the following link:

https://us02web.zoom.us/j/6230620778

Meeting ID: 623 062 0778 or join by phone:

Call in number: (669) 900-9128 Participant Code: 623 062 0778

CALL TO ORDER by President Richard Snyder at 3:00 P.M.

ROLL CALL Directors present: Richard Snyder, President

John Carapiet, Vice President Catharine Benediktsson, Director Tod Moody, Director (3:02 p.m.)

Directors not present: Omar Arias-Montez, Secretary

Staff present: Tony Rubio, District Manager

Robin Dohrmann, Office Manager

Others in attendance: Benjamin Stock, Burke, Williams, & Sorensen, LLC

PUBLIC COMMENTS: The public is invited to address the Board on items that do not appear on the agenda and that are within the subject matter jurisdiction of the Board. The Brown Act does not allow the Board to take action on any public comment. Please limit public comments to no more than three minutes.

There were no public comments at this time.

DIRECTORS' COMMENTS AND/OR AGENDA REQUESTS:

There were no Directors' comments at this time.

NEW BUSINESS

1. Review and approve Resolution No. 2021-07: A Resolution proclaiming the continuing need to meet by teleconference in accordance with Government Code Section 54953 (Rubio) – Action

Discussion by the Board. Motion (Benediktsson/Carapiet) to approve Resolution No. 2021-07: A Resolution proclaiming the continuing need to meet by teleconference in accordance with Government Code Section 54953, to be reviewed and considered every 30 days, should the Board deem necessary. Passed (4-0-0-1).

ADJOURNMENT	
The Board adjourned at 3:04 p.m. to a Ro	egular Board Meeting on October 21, 2021, at 5:00 p.m
Approved:	Attest:
Richard Snyder	Omar Arias-Montez
President, Board of Directors	Secretary, Board of Directors

Sanitary Distr. No.5 of Marin Co. Warrant List Summary

Date	Num	Name	Memo	Amount
JP Mor	gan Cha	se - Primary 7399		
09/22/21	EFT	PERS	EFT PERS Retirement, August 2021	-19,140.23
10/04/21	EFT	CalPERS	EFT Health Premium, October 2021, Cust #4163206459	-15,882.01
10/05/21	EFT	PERS	EFT PERS Retirement, September 2021	-19,231.11
10/05/21	EFT	PERS	FY20-21 EMPC Audit Review (#3P20-055) - Special Comp Adjustments	-82.23
09/16/21	8479	Caltronics Business Systems, Inc.	Acct #SD15, Multi-purpose Copier Contract, August 2021	-128.09
09/16/21	8480	Comcast Business	Acct# 8155 30 011 0149465, Bus. Voice, Internet & Cable, September 2021	-565.36
09/16/21 09/16/21	8481 8482	Mill Valley Refuse Service, Inc. Pacific Gas & Electric	Acct #063092, SLUDGE TRANSPORT, July & August, 2021 Acct #2908031411-4, Utilities, August 2021	-2,520.00 -24,008.33
09/16/21	8483	Special District Risk Management Authorit	Member #7665, Life, Vision, DDS & LTD Ins., October 2021	-1,580.19
09/16/21	8484	Zions Bank Corporation, N.A.	CB&T: #000140000098948, MPR Refi, Oct 2021	-669,776.01
10/13/21	8485	Access Answering Service	Acct #4080C, Answering Service, October 2021	-60.00
10/13/21	8486	Alhambra	Acct #547945611762129, Water, September 2021	-185.78
10/13/21	8487	AT&T	Acct #960732-76375559 - September 2021	-815.55
10/13/21	8488	Banshee Networks, Inc.	Computer/IT Support, E-Media Installations - Sept - Oct, 2021	-9,109.64
10/13/21	8489	Bay Alarm	Acct #274428, September 2021	-2,133.54
10/13/21	8490	Brelje and Race Laboratories, Inc.	M.P./P.C. Plant Samples, July - August 2021	-3,869.00
10/13/21	8491	Burke, Williams & Sorensen, LLP	Legal Advice, August 2021	-2,475.00
10/13/21	8492	Cal-Steam	Cust ID# 89563, M.P. Supplies, September 2021	-3,070.31
10/13/21	8493	Caltest Analytical Laboratory	M.P./P.C. Lab Sampling, September 2021	-5,771.05
10/13/21	8494	Caltronics Business Systems, Inc.	Acct #SD15, Multi-purpose Copier Contract, September 2021	-128.09
10/13/21	8495	Cintas Corporation #626	Acct #626-00821, PPE/Safetywear + Service, June - September, 2021	-398.98
10/13/21	8496	Comcast Business	Acct# 8155 30 011 0149465, Bus. Voice, Internet & Cable, October 2021	-564.94
10/13/21	8497	Cornely Company	Cust ID: SANDIST, Boiler Service, August - September 2021	-1,900.00
10/13/21	8498	CWEA	Membership & Certification Renewal, R Cottrell & S Driscoll (AJE FY22-23)	-288.00
10/13/21	8499	D&K Auto Service	SD5 Truck Maint., September 2021	-2,373.32
10/13/21	8500	DKF Solutions Group, LLC	My Safety Officer Monthly Subscription, October 2021	-350.00
10/13/21	8501	FireMaster	Annual Fire Extinguisher Maintenance, September 2021	-398.36
10/13/21 10/13/21	8502 8503	Frank Olsen Co. Goodman Building Supply Co.	Pump & Valve Replacement Program - September 2021 Acct #20070, M.P. Parts & Supplies, September 2021	-8,251.58 -780.31
10/13/21	8504	Grainger	Acct #810128785, M.P. Parts & Service + Safety, September 2021	-868.46
10/13/21	8505	Harrington Industrial Plastics LLC	Cust #:044227, M.P. Supplies - September 2021	-261.40
10/13/21	8506	Home Depot Credit Services	Acct #6035 3220 0516 4334, M.P. Screwpress - September 2021	-211.56
10/13/21	8507	Larry Walker Associates, Inc.	Tech Support for M.P. NPDES Reg. Assistance Renewal - August 2021	-488.25
10/13/21	8508	Lystek Int'l, LTD	Biosolids Transport, September 2021	-724.20
10/13/21	8509	Maltby Electric Supply Co., Inc.	Cust No.15953, M.P. Supplies, September 2021	-1,581.18
10/13/21	8510	Mill Valley Refuse Service, Inc.	Acct #063092, SLUDGE TRANSPORT, September 2021	-1,080.00
10/13/21	8511	Mill Valley Refuse Service, Inc.	Acct #032945, Garbage Service + 1 yd rental, October 2021	-255.15
10/13/21	8512	Ongaro & Sons, Inc.	Client #1082, (4) M.P.+ (1) TPS Testing - September 201	-400.00
10/13/21	8513	Pacific Water Resources	M.P. Supplies, September 2021	-2,364.45
10/13/21	8514	Perotti & Carrade	Client #1901 - FY20-21 Audit Services, PP#1, October 2021	-5,000.00
10/13/21	8515	Peterson	Cust #:5656305, TPS#5 & TPS #3 Service, September 2021	-2,774.17
10/13/21	8516	Roy's Sewer Service, Inc.	P&L - September 2021	-2,220.00
10/13/21	8517	SASM	Shared Effluent Outfall Diffuser Inspection + Bioassay Testing, July - Septe	-7,725.00
10/13/21	8518	Special District Risk Management Authorit	Member #7665, Life, Vision, DDS & LTD Ins., November 2021	-1,580.19
10/13/21	8519	Solenis, LLC	Pyr #: 441488, M.P. Chemicals, August 2021	-9,021.08
10/13/21	8520	Teledyne Instruments, Inc.	Cust #0019798, M.P. Lab Equipment - September 2021 Cust ID #STDT001, Chemicals, August - October 2021	-7,735.55
10/13/21 10/13/21	8521 8522	Univar USA BlueBook	Cust #933682, Safety - September 2021	-21,773.91 -190.46
10/13/21	8523	Water Components & Building Supply	Acct #454, P&L + M.P. Maint. Supplies, September 2021	-3,299.44
10/13/21	8524	Waste Management of Redwood Landfill	Acct #507-0000190-1507-2, Sludge Disposal - September 2021	-3,299.44
10/13/21	8525	XMR Fire Emergency Services Consulting	Website Hosting, Maint & Support, Contract Renewal 2021, September 2021	-1,244.00
10/13/21	8526	Rosser, John	S/B Reimb., Aug - Sept, 2021	-171.65
10/13/21	8527	La Torre, Daniel P.	Standby Mileage Reimb, May - September 2021	-1,075.20
10/13/21	8528	U.S. Bank	Acct#:4246-0441-0158-3635, August-September 2021	-2,477.49
Total JF	^o Morgan	Chase - Primary 7399		-870,687.01
TOTAL				-870,687.01
				,

Date	Num	Name	Memo	Account	Class	Paid Amount
09/22/21	EFT	PERS	EFT PERS Retirement, August 2021	JP Morgan Chase - Primary 7399		
			Retirement August 2021(Classic 1600 Rate): ER @ 14.194 %; EE @ 4.0% Retirement August 2021(Classic 1600 Rate) (AJE FY20-21) Retirement August 2021(Classic 1600 Rate) (AJE FY20-21) Retirement August 2021(PEPRA Rates: ER @ 7.732%; EE @ 6.75% Retirement August 2021(PEPRA Rate) (AJE FY20-21) Retirement August 2021(PEPRA Rate) (AJE FY20-21)	8019.05 · PERS Retirement 8019.05 · PERS Retirement	Belvedere Tiburon:Paradise C Tiburon Belvedere Tiburon:Paradise C Tiburon	-4,838.51 -392.89 -8,223.86 -2,044.32 -166.00 -3,474.65
TOTAL						-19,140.23
10/04/21	EFT	CalPERS	EFT Health Premium, October 2021, Cust #4163206459	JP Morgan Chase - Primary 7399		
			Active Employee Health Premium - October 2021 Active Employee Health Premium - October 2021 Active Employee Health Premium - October 2021 Retiree Health Premium - October 2021 Retiree Health Premium - October 2021 Retiree Health Premium - October 2021 Active Employee Health Premium - October 2021 Active Employee Health Premium - October 2021 - Admin Fee Active Employee Health Premium - October 2021 - Admin Fee Retiree Health Premium - October 2021 - Admin Fee Retiree Health Premium - October 2021 - Admin Fee Retiree Health Premium - October 2021 - Admin Fee Retiree Health Premium - October 2021 - Admin Fee	8020.05 · Employee Health 8020.05 · Employee Health 8020.05 · Employee Health 8022.05 · Reitree Health 8022.05 · Reitree Health 8022.05 · Reitree Health 8020.05 · Employee Health 8020.05 · Employee Health 8020.05 · Employee Health 8020.05 · Reitree Health 8022.05 · Reitree Health 8022.05 · Reitree Health	Belvedere Tiburon:Paradise C Tiburon Belvedere Tiburon:Paradise C Tiburon Belvedere Tiburon:Paradise C Tiburon Belvedere Tiburon:Paradise C Tiburon Tiburon:Paradise C Tiburon:Paradise C Tiburon:Paradise C	-5,383.56 -437.15 -9,150.25 -308.54 -25.05 -524.41 -13.46 -1.09 -22.88 -5.62 -0.46 -9.54
TOTAL					-	-15,882.01
10/05/21	EFT	PERS	EFT PERS Retirement, September 2021	JP Morgan Chase - Primary 7399		
			Retirement September 2021(Classic 1600 Rate): ER @ 14.194 %; EE @ 4.0% Retirement September 2021(Classic 1600 Rate) (AJE FY20-21) Retirement September 2021(Classic 1600 Rate) (AJE FY20-21) Retirement September 2021(PEPRA Rates: ER @ 7.732%; EE @ 6.75% Retirement September 2021(PEPRA Rate) (AJE FY20-21) Retirement September 2021(PEPRA Rate) (AJE FY20-21) Retirement September 2021(PEPRA Rate) (AJE FY20-21) Special Comp for C Bilsborough - Operator on-call for Labor Day, 9.6.2021 Special Comp for C Bilsborough - Operator on-call for Labor Day, 9.6.2021	8019.05 · PERS Retirement 8019.05 · PERS Retirement	Belvedere Tiburon:Paradise C Tiburon Belvedere Tiburon:Paradise C Tiburon Belvedere Tiburon:Paradise C Tiburon:Paradise C Tiburon:Paradise C	-4,838.51 -392.89 -8,223.86 -2,044.32 -166.00 -3,474.65 -32.68 -2.65 -55.55
TOTAL					-	-19,231.11
10/05/21	EFT	PERS	FY20-21 EMPC Audit Review (#3P20-055) - Special Comp Adjustments	JP Morgan Chase - Primary 7399		
			Retirement September 2021(Classic 1600 Rate): S Driscoll Adjustments re FY14-15 E Retirement September 2021(Classic 1600 Rate): S Driscoll Adjustments re FY14-15 E Retirement September 2021(Classic 1600 Rate): S Driscoll Adjustments re FY14-15 E Retirement September 2021(Classic 1600 Rate): R Cottrell Adjustments re FY14-15 E Retirement September 2021(Classic 1600 Rate): R Cottrell Adjustments re FY14-15 E Retirement September 2021(Classic 1600 Rate): R Cottrell Adjustments re FY14-15 E	8019.05 · PERS Retirement 8019.05 · PERS Retirement 8019.05 · PERS Retirement 8019.05 · PERS Retirement	Belvedere Tiburon:Paradise C Tiburon Belvedere Tiburon:Paradise C Tiburon	-27.88 -2.26 -47.39 -1.69 -0.14 -2.87
TOTAL						-82.23

Date	Num	Name	Memo	Account	Class	Paid Amount
09/16/21	8479	Caltronics Business System	Acct #SD15, Multi-purpose Copier Contract, August 2021	JP Morgan Chase - Primary 7399		
			Inv #3331806, Konica Multi-purpose copier (C308) contract, August 2021 Inv #3331806, Konica Multi-purpose copier (C308) contract, August 2021 Inv #3331806, Konica Multi-purpose copier (C308) contract, August 2021	6047 · Office Supplies 6047 · Office Supplies 6047 · Office Supplies	Belvedere Tiburon:Paradise C Tiburon	-46.06 -3.74 -78.29
TOTAL						-128.09
09/16/21	8480	Comcast Business	Acct# 8155 30 011 0149465, Bus. Voice, Internet & Cable, September 2021	JP Morgan Chase - Primary 7399		
			Bundle: Cable (\$218.25), August 2021 Bundle: Cable (\$218.25), August 2021 Bundle: Cable (\$218.25), August 2021 Bundle: Internet (\$134.85), August 2021 Bundle: Land Line Phones (\$249.50+ \$39.75 add'l Fees), August 2021 Bundle: Land Line Phones (\$249.50+ \$39.75 add'l Fees), August 2021 Bundle: Land Line Phones (\$249.50+ \$39.75 add'l Fees), August 2021 Bundle: Land Line Phones (\$249.50+ \$39.75 add'l Fees), August 2021 Bundle: Taxes & Fees (+/- \$5 - varies/mo), August 2021 Bundle: Taxes & Fees (+/- \$5 - varies/mo), August 2021 Bundle: Taxes & Fees (+/- \$5 - varies/mo), August 2021 Bundle: Taxes & Fees (+/- \$5 - varies/mo), August 2021 Bundle: Taxes & Fees (+/- \$5 - varies/mo), August 2021 Bundle: Taxes & Fees (+/- \$5 - varies/mo), August 2021	8510 · Data/Alarms/IT Supp & Lic 8510 · Data/Alarms/IT Supp & Lic 8531 · Main Plant Telephones 8532 · Paradise Cove Telephones 8531 · Main Plant Telephones 8531 · Data/Alarms/IT Supp & Lic 8510 · Data/Alarms/IT Supp & Lic 8510 · Data/Alarms/IT Supp & Lic 8510 · Data/Alarms/IT Supp & Lic 8531 · Main Plant Telephones 8532 · Paradise Cove Telephones 8531 · Main Plant Telephones	Belvedere Tiburon:Paradise C Tiburon	-78.48 -6.37 -133.40 -7.17 -0.58 -12.19 -113.74 -9.24 -193.33 -1.95 -0.16 -3.32 -1.95 -0.16 -3.32
TOTAL						-565.36
09/16/21	8481	Mill Valley Refuse Service, Inc.	Acct #063092, SLUDGE TRANSPORT, July & August, 2021	JP Morgan Chase - Primary 7399		
			Sludge Transport/Exchange only, 7.2.21, 7.16.21, 7.29.21 - July 2021 Sludge Transport/Exchange only, 7.2.21, 7.16.21, 7.29.21 - July 2021 Sludge Transport/Exchange only, 8.10.21, 8.20.21 - August 2021 Sludge Transport/Exchange only, 8.10.21, 8.20.21 - August 2021	7029 · Main Plant Sludge Disposal 7029 · Main Plant Sludge Disposal 7029 · Main Plant Sludge Disposal 7029 · Main Plant Sludge Disposal	Belvedere Tiburon Belvedere Tiburon	-533.52 -906.48 -400.14 -679.86
TOTAL						-2,520.00
09/16/21	8482	Pacific Gas & Electric	Acct #2908031411-4, Utilities, August 2021	JP Morgan Chase - Primary 7399		
TOTAL			Acct #2908031411-4, Main Plant Utilities, August 2021 Acct #2908031411-4, P.C. Plant Utilities, August 2021 Acct #2908031411-4, Main Plant Utilities, August 2021 Acct #2908031411-4, Belv Pump St Utilities, August 2021 Acct #2908031411-4, P.C. Pump St Utilities, August 2021 Acct #2908031411-4, Tib Pump St Utilities, August 2021	8542 · Main Plant Utilities 8543 · Paradise Cove Utilities 8542 · Main Plant Utilities 8544 · Pump Station Utilities 8544 · Pump Station Utilities 8544 · Pump Station Utilities	Belvedere Tiburon:Paradise C Tiburon Belvedere Tiburon:Paradise C Tiburon	-6,898.28 -1,758.76 -11,720.55 -1,360.68 -285.38 -1,984.68

Date	Num	Name	Memo	Account	Class	Paid Amount
09/16/21	8483	Special District Risk Manage	Member #7665, Life, Vision, DDS & LTD Ins., October 2021	JP Morgan Chase - Primary 7399		
			Employee Life & ADD Insurance - Inv #36290 - October 2021	8020.05 · Employee Health	Belvedere	-48.91
			Employee Life & ADD Insurance - Inv #36290 - October 2021	8020.05 · Employee Health	Tiburon:Paradise C	-3.97
			Employee Life & ADD Insurance - Inv #36290 - October 2021	8020.05 · Employee Health	Tiburon	-83.12
			Employee LTD Insurance - Inv #36290 - October 2021	8020.05 · Employee Health	Belvedere	-127.69
			Employee LTD Insurance - Inv #36290 - October 2021	8020.05 · Employee Health	Tiburon:Paradise C	-10.37
			Employee LTD Insurance - Inv #36290 - October 2021	8020.05 · Employee Health	Tiburon	-217.03
			Employee DDS Insurance - Inv #36290 - October 2021	8020.05 · Employee Health	Belvedere	-333.56
			Employee DDS Insurance - Inv #36290 - October 2021	8020.05 · Employee Health	Tiburon:Paradise C	-27.09
			Employee DDS Insurance - Inv #36290 - October 2021	8020.05 · Employee Health	Tiburon	-566.95
			Employee Vision Insurance - Inv #36290 - October 2021	8020.05 · Employee Health	Belvedere	-58.08
			Employee Vision Insurance - Inv #36290 - October 2021 Employee Vision Insurance - Inv #36290 - October 2021	8020.05 · Employee Health 8020.05 · Employee Health	Tiburon:Paradise C Tiburon	-4.72 -98.70
TOTAL					_	-1,580.19
09/16/21	8484	Zions Bank Corporation, N.A.	CB&T: #0001400000098948, MPR Refi, Oct 2021	JP Morgan Chase - Primary 7399		
			#0001400000098948 - MPR Refi Pmt - Principal due 10/1/21 (B: 35.22%)	9734 · MPR Refi - Principal	Belvedere	-204,276.00
			#0001400000098948 - MPR Refi Pmt - Principal due 10/1/21 (T: 64.78%)	9734 · MPR Refi - Principal	Tiburon	-375,724.00
			#000140000098948 - MPR Refi Pmt - Interest due 10/1/21 (B: 35.22%)	9735 · MPR Refi - Interest	Belvedere	-31,619.11
			#0001400000098948 - MPR Refi Pmt - Interest due 10/1/21 (T: 64.78%)	9735 · MPR Refi - Interest	Tiburon	-58,156.90
TOTAL						-669,776.01
10/13/21	8485	Access Answering Service	Acct #4080C, Answering Service, October 2021	JP Morgan Chase - Primary 7399		
			Inv #26625, Answering Service, October 2021- SSO & Alarm Notifications	8510 · Data/Alarms/IT Supp & Lic	Belvedere	-21.58
			Inv #26625, Answering Service, October 2021- SSO & Alarm Notifications	8510 · Data/Alarms/IT Supp & Lic		-1.75
			Inv #26625, Answering Service, October 2021- SSO & Alarm Notifications	8510 · Data/Alarms/IT Supp & Lic	Tiburon	-36.67
TOTAL						-60.00
10/13/21	8486	Alhambra	Acct #547945611762129, Water, September 2021	JP Morgan Chase - Primary 7399		
			Inv #12012314 091721 Water, 8.19.2021 - 9.15.2021	7023 · Janitorial Supplies & Service	Belvedere	-66.81
			Inv #12012314 091721 Water, 8.19.2021 - 9.15.2021	7042 · Paradise Supplies & Chem	Tiburon:Paradise C	-5.42
			Inv #12012314 091721 Water, 8.19.2021 - 9.15.2021	7023 · Janitorial Supplies & Service	Tiburon	-113.55
TOTAL					_	-185.78
10/13/21	8487	AT&T	Acct #960732-76375559 - September 2021	JP Morgan Chase - Primary 7399		
			PC Plant Telephones - September 2021	8532 · Paradise Cove Telephones	Tiburon:Paradise C	-332.29
			PC Pumps & Lines Telephones - September 2021	8533 · Pumps & Lines Telephones	Tiburon:Paradise C	-175.07
			Tib Pumps & Lines Telephones - September 2021	8533 Pumps & Lines Telephones	Tiburon	-308.19
TOTAL					_	-815.55
IOIAL						-010.00

Date	Num	Name	Memo	Account	Class	Paid Amount
10/13/21	8488	Banshee Networks, Inc.	Computer/IT Support, E-Media Installations - Sept - Oct, 2021	JP Morgan Chase - Primary 7399		
			Inv #15042, (PO#387923), Inv #15052, Inv #15085, Installation SD5 permits email addr, Inv #15042, (PO#387923), Inv #15052, Inv #15085, Installation SD5 permits email addr, Inv #15042, (PO#387923), Inv #15085, Installation SD5 permits email addr,	8510 · Data/Alarms/IT Supp & Lic	Tiburon:Paradise C	-3,275.83 -266.00 -5,567.81
ΓΟΤΑL			,	00.0 Data, taining, 1. Capp & 2.0	_	-9,109.64
0/13/21	8489	Bay Alarm	Acct #274428, September 2021	JP Morgan Chase - Primary 7399		
			Inv #2744282109151, Alarm System Parts, Service, Repair & Inspection - September 20 Inv #2744282109151, Alarm System Parts, Service, Repair & Inspection - September 20 Inv #2744282109151, Alarm System Parts, Service, Repair & Inspection - September 20	8510 · Data/Alarms/IT Supp & Lic 8510 · Data/Alarms/IT Supp & Lic 8510 · Data/Alarms/IT Supp & Lic	Belvedere Tiburon:Paradise C Tiburon	-767.22 -62.30 -1,304.02
TOTAL						-2,133.54
10/13/21	8490	Brelje and Race Laboratorie	M.P./P.C. Plant Samples, July - August 2021	JP Morgan Chase - Primary 7399		
			Inv #136695, #137427, M.P. Samples for July - August 2021 Inv #136695, #137427, M.P. Samples for July - August 2021 Inv #136695, #137427, M.P. Samples for July - August 2021	7051 · Main Plant Lab Monitoring 7052 · Paradise Cove Monitoring 7051 · Main Plant Lab Monitoring	Belvedere Tiburon:Paradise C Tiburon	-1,120.76 -844.00 -1,904.24
TOTAL				•	_	-3,869.00
10/13/21	8491	Burke, Williams & Sorensen,	Legal Advice, August 2021	JP Morgan Chase - Primary 7399		
			Inv #274608, HR, August 2021 Inv #274608, HR, August 2021 Inv #274608, HR, August 2021 Inv #274608, SD5 VLTNS, August 2021 Inv #274608, DCS, August 2021 Inv #274608, DCS, August 2021 Inv #274608, DCS, August 2021	6039 · Legal 6039 · Legal 6039 · Legal 6039 · Legal 6039 · Legal 6039 · Legal 6039 · Legal	Belvedere Tiburon:Paradise C Tiburon Tiburon Belvedere Tiburon:Paradise C Tiburon	-724.95 -58.87 -1,232.18 -81.00 -135.93 -11.04 -231.03
TOTAL					_	-2,475.00
10/13/21	8492	Cal-Steam	Cust ID# 89563, M.P. Supplies, September 2021	JP Morgan Chase - Primary 7399		
			Inv #4168314/PO #387850, M.P. Supplies, September 2021 Inv #4168314/PO #387850, M.P. Supplies, September 2021 Inv #4120487 / PO #387814, M.P. Supplies, September 2021 Inv #4120487 / PO #387814, M.P. Supplies, September 2021 Inv #4154201 / PO #387835, M.P. Supplies, September 2021 Inv #4120487 / PO #387814, M.P. Supplies, September 2021 Inv #416814 / PO #387850, M.P. Supplies, September 2021 Inv #416814 / PO #387850, M.P. Supplies, September 2021 Inv #416814 / PO #387850, M.P. Supplies, September 2021	7021 · Plant Maintenance Supplies 7021 · Plant Maintenance Supplies	Belvedere Tiburon Belvedere Tiburon Belvedere Tiburon Belvedere Tiburon	-145.72 -247.58 -380.86 -647.10 -421.25 -715.73 -189.72 -322.35
TOTAL						-3,070.31
10/13/21	8493	Caltest Analytical Laboratory	M.P./P.C. Lab Sampling, September 2021	JP Morgan Chase - Primary 7399		
			M.P B: #624820, #625214, #625308, #625534, #625349, #625370, #625575, #625633 P.C.: Inv #625310, #625532, #625728 - September 2021 M.P B: #624820, #625214, #625308, #625534, #625349, #625370, #625575, #625633	7051 · Main Plant Lab Monitoring 7052 · Paradise Cove Monitoring 7051 · Main Plant Lab Monitoring	Belvedere Tiburon:Paradise C Tiburon	-1,361.40 -2,096.55 -2,313.10
TOTAL					_	-5,771.05

Date	Num	Name	Memo	Account	Class	Paid Amount
10/13/21	8494	Caltronics Business System	Acct #SD15, Multi-purpose Copier Contract, September 2021	JP Morgan Chase - Primary 7399		
			Inv #3350089, Konica Multi-purpose copier (C308) contract, September 2021 Inv #3350089, Konica Multi-purpose copier (C308) contract, September 2021 Inv #3350089, Konica Multi-purpose copier (C308) contract, September 2021	6047 · Office Supplies 6047 · Office Supplies 6047 · Office Supplies	Belvedere Tiburon:Paradise C Tiburon	-46.06 -3.74 -78.29
TOTAL						-128.09
10/13/21	8495	Cintas Corporation #626	Acct #626-00821, PPE/Safetywear + Service, June - September, 2021	JP Morgan Chase - Primary 7399		
			PPE/Safetwear + Service: #4094742477, #4095523777, #4096193324, #4096868605 PPE/Safetwear + Service: #4094742477, #4095523777, #4096193324, #4096868605 PPE/Safetwear + Service: #4094742477, #4095523777, #4096193324, #4096868605 PPE/Safetywear + Service: Add'I Items, #1902275507+ #1902452321 / PO#989622 - De PPE/Safetywear + Service: Add'I Items, #1902275507+ #1902452321 / PO#989622 - De PPE/Safetywear + Service: Add'I Items, #1902275507+ #1902452321 / PO#989622 - De	8520 · Personal Protection/Safety 8520 · Personal Protection/Safety	Tiburon:Paradise C Tiburon Belvedere Tiburon:Paradise C	-51.12 -4.15 -86.89 -92.35 -7.50 -156.97
TOTAL						-398.98
10/13/21	8496	Comcast Business	Acct# 8155 30 011 0149465, Bus. Voice, Internet & Cable, October 2021	JP Morgan Chase - Primary 7399		
			Bundle: Cable (\$218.25), October 2021 Bundle: Cable (\$218.25), October 2021 Bundle: Cable (\$218.25), October 2021 Bundle: Internet (\$134.85), October 2021 Bundle: Land Line Phones (\$249.50+ \$39.75 add'l Fees), October 2021 Bundle: Land Line Phones (\$249.50+ \$39.75 add'l Fees), October 2021 Bundle: Land Line Phones (\$249.50+ \$39.75 add'l Fees), October 2021 Bundle: Taxes & Fees (+/- \$5 - varies/mo), October 2021 Bundle: Taxes & Fees (+/- \$5 - varies/mo), October 2021 Bundle: Taxes & Fees (+/- \$5 - varies/mo), October 2021 Bundle: Taxes & Fees (+/- \$5 - varies/mo), October 2021 Bundle: Taxes & Fees (+/- \$5 - varies/mo), October 2021 Bundle: Taxes & Fees (+/- \$5 - varies/mo), October 2021 Bundle: Taxes & Fees (+/- \$5 - varies/mo), October 2021	8510 · Data/Alarms/IT Supp & Lic 8510 · Data/Alarms/IT Supp & Lic 8531 · Main Plant Telephones 8532 · Paradise Cove Telephones 8531 · Main Plant Telephones 8510 · Data/Alarms/IT Supp & Lic 8510 · Data/Alarms/IT Supp & Lic 8510 · Data/Alarms/IT Supp & Lic 8531 · Main Plant Telephones 8532 · Paradise Cove Telephones 8533 · Main Plant Telephones	Belvedere Tiburon:Paradise C Tiburon	-78.48 -6.37 -133.40 -7.17 -0.58 -12.19 -113.74 -9.24 -193.33 -1.88 -0.15 -3.19 -1.88 -0.15 -3.19
TOTAL						-564.94
10/13/21	8497	Cornely Company	Cust ID: SANDIST, Boiler Service, August - September 2021	JP Morgan Chase - Primary 7399		
TOTAL			Inv #INV-23246 (PO# 387939), M.P. Boiler Repair/digester gas pressure - August 2021 Inv #INV-23246 (PO# 387939), M.P. Boiler Repair/digester gas pressure - August 2021 Inv #INV-23184 (PO #387931), M.P. Boiler Repair/ Clean Gas Filler Line - September 20 Inv #INV-23184 (PO #387931), M.P. Boiler Repair/ Clean Gas Filler Line - September 20	9204 · M.P. Boiler Replacement 9204 · M.P. Boiler Replacement 9204 · M.P. Boiler Replacement 9204 · M.P. Boiler Replacement	Belvedere Tiburon Belvedere Tiburon	-509.44 -865.56 -194.51 -330.49
TOTAL						-1,900.00

Date	Num	Name	Memo	Account	Class	Paid Amount
10/13/21	8498	CWEA	Membership & Certification Renewal, R Cottrell & S Driscoll (AJE FY22-23)	JP Morgan Chase - Primary 7399		
			R Cottrell (#58912), Collection Sys Maint, Grade II, 12.1.2021 - 6.30.2022 R Cottrell (#58912), Collection Sys Maint, Grade II, 12.1.2021 - 6.30.2022	6025 · Dues & Subscriptions 6025 · Dues & Subscriptions	Belvedere Tiburon:Paradise C	-20.14 -1.64
			R Cottrell (#58912), Collection Sys Maint, Grade II, 12.1.2021 - 6.30.2022 R Cottrell (#58912), Collection Sys Maint, Grade II, 7.1.2022 - 11.30.2022 (AJE FY22-23)	6025 · Dues & Subscriptions 6025 · Dues & Subscriptions	Tiburon Belvedere	-34.23 -14.38
			R Cottrell (#58912), Collection Sys Maint, Grade II, 7.1.2022 - 11.30.2022 (AJE FY22-23)	6025 Dues & Subscriptions	Tiburon:Paradise C	-1.17
			R Cottrell (#58912), Collection Sys Maint, Grade II, 7.1.2022 - 11.30.2022 (AJE FY22-23) S Driscoll (#34976), Membership Renewal, Redwood Empire Section, 12.1.2021 - 6.30	6025 · Dues & Subscriptions 6025 · Dues & Subscriptions	Tiburon Belvedere	-24.44 -40.28
			S Driscoll (#34976), Membership Renewal, Redwood Empire Section, 12.1.2021 - 6.30	6025 Dues & Subscriptions	Tiburon:Paradise C	-3.27
			S Driscoll (#34976), Membership Renewal, Redwood Empire Section, 12.1.2021 - 6.30	6025 Dues & Subscriptions	Tiburon	-68.45
			S Driscoll (#34976), Membership Renewal, Redwood Empire Section, 7.1.2022 - 11.30	6025 · Dues & Subscriptions 6025 · Dues & Subscriptions	Belvedere Tiburon:Paradise C	-28.77 -2.34
			S Driscoll (#34976), Membership Renewal, Redwood Empire Section, 7.1.2022 - 11.30 S Driscoll (#34976), Membership Renewal, Redwood Empire Section, 7.1.2022 - 11.30	6025 · Dues & Subscriptions	Tiburon. Paradise C	-2.3º -48.89
OTAL					_	-288.00
10/13/21	8499	D&K Auto Service	SD5 Truck Maint., September 2021	JP Morgan Chase - Primary 7399		
			Inv #69227 (PO#387937) 2011 Ford F550 Super Duty Repair/Maintenance - September	7072 · Maintenance	Belvedere	-2,243.00
TOTAL .			Inv #39254 (PO#387938) 2004 Ford Ranger Repair/Maintenance - September 2021	7072 · Maintenance	Tiburon	-130.32
TOTAL						-2,373.32
0/13/21	8500	DKF Solutions Group, LLC	My Safety Officer Monthly Subscription, October 2021	JP Morgan Chase - Primary 7399		
			Inv #20033, My Safety Officer Monthly Subscription Fee, October 2021	8515 · Safety	Belvedere	-125.86
			Inv #20033, My Safety Officer Monthly Subscription Fee, October 2021	8515 · Safety	Tiburon:Paradise C	-10.22
			Inv #20033, My Safety Officer Monthly Subscription Fee, October 2021	8515 · Safety	Tiburon	-213.92
OTAL						-350.00
0/13/21	8501	FireMaster	Annual Fire Extinguisher Maintenance, September 2021	JP Morgan Chase - Primary 7399		
			Inv #887365 (PO #989648), Maintenance, recharge dry chem, new extinguishers & servi		Belvedere	-143.25
			Inv #887365 (PO #989648), Maintenance, recharge dry chem, new extinguishers & servi Inv #887365 (PO #989648), Maintenance, recharge dry chem, new extinguishers & servi		Tiburon:Paradise C Tiburon	-11.63 -243.48
OTAL				·	_	-398.36
0/13/21	8502	Frank Olsen Co.	Pump & Valve Replacement Program - September 2021	JP Morgan Chase - Primary 7399		
			Inv #247637 (PO #160851), P&L Pumps & Valves Rplcmnt - Recv'd in September 2021 (0306 - PS Pumn & Valve Penlace	Belvedere	-4,125.79
			Inv #247637 (PO #160851), P&L Pumps & Valves Rplcmnt - Recv'd in September 2021 (-4,125.79
ΓΟΤΑL						-8,251.58
10/13/21	8503	Goodman Building Supply Co.	Acct #20070, M.P. Parts & Supplies, September 2021	JP Morgan Chase - Primary 7399		
			Inv #831806 (PO # 160855), Inv #832571 (PO #387854), M.P. Supplies - September 2021		Belvedere	-25.63
			Inv #831806 (PO # 160855), Inv #832571 (PO #387854), M.P. Supplies - September 2021		Tiburon	-43.56
			Inv #832564 (PO # 387855), M.P. Tools - September 2021 Inv #832564 (PO # 387855), M.P. Tools - September 2021	7022 · Plant Maint. Parts & Service 7022 · Plant Maint. Parts & Service	Belvedere Tiburon	-263.47 -447.65
:ОТА!					_	
OTAL						-780.3

Date	Num	Name	Memo	Account	Class	Paid Amount
10/13/21	8504	Grainger	Acct #810128785, M.P. Parts & Service + Safety, September 2021	JP Morgan Chase - Primary 7399		
			Inv #9899230362 (PO #186787) Cogged V-Belt & Inline Centrifugal Duct, M.P. Parts & S Inv #9899230362 (PO #186787) Cogged V-Belt & Inline Centrifugal Duct, M.P. Parts & S Inv #9045462976 (PO #989649), Inv #9044386812 (PO#989649) Safety Equipment - Se Inv #9045462976 (PO #989649), Inv #9044386812 (PO#989649) Safety Equipment - Se	7022 · Plant Maint. Parts & Service 8515 · Safety	Belvedere Tiburon Belvedere Tiburon	-200.44 -340.55 -121.33 -206.14
TOTAL						-868.46
10/13/21	8505	Harrington Industrial Plastic	Cust #:044227, M.P. Supplies - September 2021	JP Morgan Chase - Primary 7399		
			Inv #006M7135 (PO #387833) M.P. Supplies for Chemical Room - September 2021 Inv #006M7135 (PO #387833) M.P. Supplies for Chemical Room - September 2021	7021 · Plant Maintenance Supplies 7021 · Plant Maintenance Supplies	Belvedere Tiburon	-96.85 -164.55
TOTAL						-261.40
10/13/21	8506	Home Depot Credit Services	Acct #6035 3220 0516 4334, M.P. Screwpress - September 2021	JP Morgan Chase - Primary 7399		
			M.P. Screwpress Polyblend upgrade (PO #161152) - September 2021 M.P. Screwpress Polyblend upgrade (PO #161152) - September 2021	7021 · Plant Maintenance Supplies 7021 · Plant Maintenance Supplies	Belvedere Tiburon	-78.38 -133.18
TOTAL						-211.56
10/13/21	8507	Larry Walker Associates, Inc.	Tech Support for M.P. NPDES Reg. Assistance Renewal - August 2021	JP Morgan Chase - Primary 7399		
			Inv #00113.10, M.P. Regulatory Assistance Renewal - August 2021 Inv #00113.10, M.P. Regulatory Assistance Renewal - August 2021	7061 · Main Plant NPDES Renewal 7061 · Main Plant NPDES Renewal	Belvedere Tiburon	-180.90 -307.35
TOTAL						-488.25
10/13/21	8508	Lystek Int'l, LTD	Biosolids Transport, September 2021	JP Morgan Chase - Primary 7399		
			Inv #153-444, Biosolids Transport to Lystek Facility - September 2021 Inv #153-444, Biosolids Transport to Lystek Facility - September 2021	7029 · Main Plant Sludge Disposal 7029 · Main Plant Sludge Disposal	Belvedere Tiburon	-268.32 -455.88
TOTAL						-724.20
10/13/21	8509	Maltby Electric Supply Co., I	Cust No.15953, M.P. Supplies, September 2021	JP Morgan Chase - Primary 7399		
			Inv #S1958710.001 (PO#387836), Inv #S1959947.001 (PO #387848), M.P Supplies - Se Inv #S1958710.001 (PO#387836), Inv #S1959947.001 (PO #387848), M.P. Supplies - S Inv #SS1958916.001 (PO #387840, Inv #S1958916.002 (PO #387840, P.C.Supplies - S	7011 · Pumps & Lines Maintenance 7011 · Pumps & Lines Maintenance 7041 · Paradise Parts & Service	Belvedere Tiburon:Paradise C Tiburon	-537.14 -912.62 -131.42
TOTAL					_	-1,581.18
10/13/21	8510	Mill Valley Refuse Service, Inc.	Acct #063092, SLUDGE TRANSPORT, September 2021	JP Morgan Chase - Primary 7399		
			Sludge Transport/Exchange only, 9.8.21, 9.23.21 - September 2021 Sludge Transport/Exchange only, 9.8.21, 9.23.21 - September 2021	7029 · Main Plant Sludge Disposal 7029 · Main Plant Sludge Disposal	Belvedere Tiburon	-400.14 -679.86
TOTAL						-1,080.00

Date	Num	Name	Memo	Account	Class	Paid Amount
10/13/21	8511	Mill Valley Refuse Service, Inc.	Acct #032945, Garbage Service + 1 yd rental, October 2021	JP Morgan Chase - Primary 7399		
			Garbage Service, Including 1 yd trash + 1 yd cardboard rental, October 2021 Garbage Service, Including 1 yd trash + 1 yd cardboard rental, October 2021	7023 · Janitorial Supplies & Service 7023 · Janitorial Supplies & Service	Belvedere Tiburon	-94.53 -160.62
TOTAL			Carbago Corrico, molading 1 ya adon 1 1 ya caraboara fonda, Colobor 2021	7020 Culmonar Cappinos a Corvice	ributori	-255.15
10/13/21	8512	Ongaro & Sons, Inc.	Client #1082, (4) M.P.+ (1) TPS Testing - September 201	JP Morgan Chase - Primary 7399		
			Inv #96160 re (4) M.P. BFPD Testing (CID#163948, #4553, #527, #1697): Passed - Sept Inv #96160 re (4) M.P. BFPD Testing (CID#163948, #4553, #527, #1697): Passed - Sept Inv #96160 re (1) TPS BFPD Testing (CID#2382): Passed - September 2021		Belvedere Tiburon Tiburon	-118.56 -201.44 -80.00
TOTAL						-400.00
10/13/21	8513	Pacific Water Resources	M.P. Supplies, September 2021	JP Morgan Chase - Primary 7399		
			Inv #21199, M.P. Supplies, Flowserve Mechanical Seal, September 2021 Inv #21199, M.P. Supplies, Flowserve Mechanical Seal, September 2021	7022 · Plant Maint. Parts & Service 7022 · Plant Maint. Parts & Service	Belvedere Tiburon:Paradise C	-876.03 -1,488.42
TOTAL						-2,364.45
10/13/21	8514	Perotti & Carrade	Client #1901 - FY20-21 Audit Services, PP#1, October 2021	JP Morgan Chase - Primary 7399		
			Inv #97323, FY20-21 Audit Services, PP#1 - October 2021 Inv #97323, FY20-21 Audit Services, PP#1 - October 2021 Inv #97323, FY20-21 Audit Services, PP#1 - October 2021	6008 · Audit & Accounting 6008 · Audit & Accounting 6008 · Audit & Accounting	Belvedere Tiburon:Paradise C Tiburon	-1,798.00 -146.00 -3,056.00
TOTAL						-5,000.00
10/13/21	8515	Peterson	Cust #:5656305, TPS#5 & TPS #3 Service, September 2021	JP Morgan Chase - Primary 7399		
			Inv #SW270053996 (PO#286869), TPS #3 Troubleshooting - September 2021 Inv #SW270054043 (PO #286949), Seafirth PS#1 1-yr Maintenance, September 2021	7041 · Paradise Parts & Service 7011 · Pumps & Lines Maintenance	Tiburon Tiburon:Paradise C	-969.00 -1,805.17
TOTAL				·		-2,774.17
10/13/21	8516	Roy's Sewer Service, Inc.	P&L - September 2021	JP Morgan Chase - Primary 7399		
			Inv #213928, Cleared line at 270 Bayview Ave., as directed, 9.17.21 Inv #214045, Cleared line at 1919 Las Lomas, as directed, 9.21.21 Inv #213933, Cleared line at 242 Beach Rd., as directed, 9.21.21	7011 · Pumps & Lines Maintenance 7011 · Pumps & Lines Maintenance 7011 · Pumps & Lines Maintenance	Belvedere Tiburon Belvedere	-925.00 -1,110.00 -185.00
TOTAL						-2,220.00
10/13/21	8517	SASM	Shared Effluent Outfall Diffuser Inspection + Bioassay Testing, July - September, 2	JP Morgan Chase - Primary 7399		
			Inv #3357, Bioassay Testing Service, 2021 7.1.2021 - 9.30.2021 Inv #3357, Bioassay Testing Service, 2021 7.1.2021 - 9.30.2021 Inv #3355, SASM Effluent Outfall Diffuser Inspection; SD5 = 25% cost Inv #3355, SASM Effluent Outfall Diffuser Inspection; SD5 = 25% cost	7051 · Main Plant Lab Monitoring 7051 · Main Plant Lab Monitoring 7030 · Main Plant Outfall 7030 · Main Plant Outfall	Belvedere Tiburon Belvedere Tiburon	-666.90 -1,133.10 -2,195.21 -3,729.79
TOTAL			· · · · · · · · · · · · · · · · · · ·	-		-7,725.00

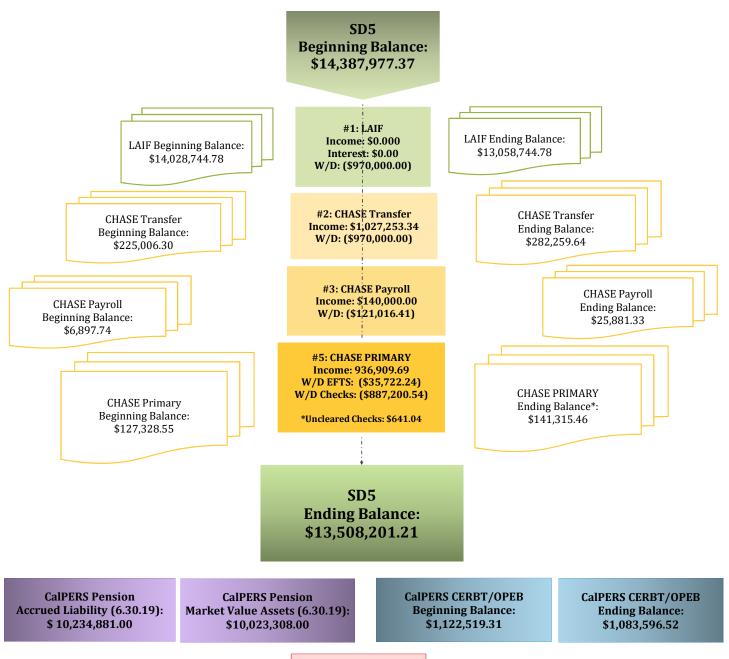
Date	Num	Name	Memo	Account	Class	Paid Amount
10/13/21	8518	Special District Risk Manage	Member #7665, Life, Vision, DDS & LTD Ins., November 2021	JP Morgan Chase - Primary 7399		
			Employee Life & ADD Insurance - Inv #36731 - November 2021 Employee Life & ADD Insurance - Inv #36731 - November 2021 Employee Life & ADD Insurance - Inv #36731 - November 2021 Employee LTD Insurance - Inv #36731 - November 2021 Employee LTD Insurance - Inv #36731 - November 2021 Employee LTD Insurance - Inv #36731 - November 2021 Employee DDS Insurance - Inv #36731 - November 2021 Employee DDS Insurance - Inv #36731 - November 2021 Employee DDS Insurance - Inv #36731 - November 2021 Employee Vision Insurance - Inv #36731 - November 2021 Employee Vision Insurance - Inv #36731 - November 2021 Employee Vision Insurance - Inv #36731 - November 2021 Employee Vision Insurance - Inv #36731 - November 2021 Employee Vision Insurance - Inv #36731 - November 2021	8020.05 · Employee Health 8020.05 · Employee Health	Belvedere Tiburon:Paradise C Tiburon	-48.91 -3.97 -83.12 -127.69 -10.37 -217.03 -333.56 -27.09 -566.95 -58.08 -4.72 -98.70
TOTAL						-1,580.19
10/13/21	8519	Solenis, LLC	Pyr #: 441488, M.P. Chemicals, August 2021	JP Morgan Chase - Primary 7399		
			Inv #131855699, #131855700, M.P. Maint, Chemicals - Praestol for Screwpress & Rotar Inv #131855699, #131855700, M.P. Maint, Chemicals - Praestol for Screwpress & Rotar		Belvedere Tiburon	-3,342.31 -5,678.77
TOTAL						-9,021.08
10/13/21	8520	Teledyne Instruments, Inc.	Cust #0019798, M.P. Lab Equipment - September 2021	JP Morgan Chase - Primary 7399		
			Inv #S00557483-1, M.P. Lab Equipment - Replacement Sampler Fridge + parts - Septe Inv #S00557483-1, M.P. Lab Equipment - Replacement Sampler Fridge + parts - Septe	7025 · Lab Supplies & Chemicals 7025 · Lab Supplies & Chemicals	Belvedere Tiburon	-2,866.02 -4,869.53
TOTAL						-7,735.55
10/13/21	8521	Univar	Cust ID #STDT001, Chemicals, August - October 2021	JP Morgan Chase - Primary 7399		
			Inv #49455144 (PO# 387914), Sodium Bicarb Bag (950#s), September 2021 Inv #49402062 (PO #989643) Sodium Bisulfite 25% (\$1.300/Gal), August 2021 Inv #49402062 (PO #989643) Sodium Bisulfite 25% (\$1.300/Gal), August 2021 Inv #49402062 (PO #989643) Sodium Bisulfite 25% (\$1.300/Gal), August 2021 Inv #49472817 (PO #387852), Sodium Bisulfite 25% (\$1.300/Gal), September 2021 Inv #49472817 (PO #387852), Sodium Bisulfite 25% (\$1.300/Gal), September 2021 Inv #49472817 (PO #387852), Sodium Bisulfite 25% (\$1.300/Gal), September 2021 Inv #49472817 (PO #387857), Sodium Bisulfite 25% (\$1.300/Gal), October 2021 Inv #49516225 (PO #387857), Sodium Bisulfite 25% (\$1.300/Gal), October 2021 Inv #49516225 (PO #387857), Sodium Bisulfite 25% (\$1.300/Gal), October 2021 Inv #49503947 (PO #387856), Sodium Hypochlorite 12.5% (\$0.7001/Gal), October 2021 Inv #49503947 (PO #387856), Sodium Hypochlorite 12.5% (\$0.7001/Gal), October 2021 Inv #49503947 (PO #387856), Sodium Hypochlorite 12.5% (\$0.7001/Gal), October 2021 Inv #49503947 (PO #387856), Sodium Hypochlorite 12.5% (\$0.7001/Gal), October 2021	7042 · Paradise Supplies & Chem 7024 · Main Plant Chemicals 7025 · Lab Supplies & Chemicals 7024 · Main Plant Chemicals 7024 · Main Plant Chemicals 7042 · Paradise Supplies & Chem 7024 · Main Plant Chemicals 7024 · Main Plant Chemicals 7024 · Paradise Supplies & Chem 7024 · Main Plant Chemicals 7042 · Paradise Supplies & Chem 7024 · Main Plant Chemicals 7042 · Paradise Supplies & Chem 7042 · Main Plant Chemicals	Tiburon:Paradise C Belvedere Tiburon:Paradise C Tiburon Belvedere Tiburon:Paradise C Tiburon Belvedere Tiburon:Paradise C Tiburon Belvedere Tiburon Belvedere Tiburon:Paradise C Tiburon	-668.44 -2,347.63 -190.63 -3,990.18 -2,341.51 -190.13 -3,979.78 -2,219.07 -180.19 -3,771.69 -681.32 -55.32 -1,158.02
TOTAL						-21,773.91
10/13/21	8522	USA BlueBook	Cust #933682, Safety - September 2021	JP Morgan Chase - Primary 7399		
			Inv #704436 (PO #989644), M.P. Chemicals, September 2021 Inv #704436 (PO #989644), M.P. Chemicals, September 2021	7025 · Lab Supplies & Chemicals 7025 · Lab Supplies & Chemicals	Belvedere Tiburon	-70.57 -119.89
TOTAL						-190.46

Date	Num	Name	Memo	Account	Class	Paid Amount
10/13/21	8523	Water Components & Buildi	Acct #454, P&L + M.P. Maint. Supplies, September 2021	JP Morgan Chase - Primary 7399		
			Inv #30562972 (PO #387834), Inv #30563789 (PO #387839), Inv #30564637 (PO #3878 Inv #30562972 (PO #387834), Inv #30563789 (PO #387839), Inv #30564637 (PO #3878		Belvedere Tiburon	-1,222.44 -2,077.00
TOTAL						-3,299.44
10/13/21	8524	Waste Management of Redw	Acct #507-0000190-1507-2, Sludge Disposal - September 2021	JP Morgan Chase - Primary 7399		
			Inv #0103581-1507-8, Sludge Disposal - 1 Drop-offs, 8.7 tons - September 2021 Inv #0103581-1507-8, Sludge Disposal - 1 Drop-offs, 8.7 tons - September 2021	7029 · Main Plant Sludge Disposal 7029 · Main Plant Sludge Disposal	Belvedere Tiburon	-121.23 -205.98
TOTAL						-327.21
10/13/21	8525	XMR Fire Emergency Servic	Website Hosting, Maint & Support, Contract Renewal 2021, September 2021	JP Morgan Chase - Primary 7399		
			Inv #2021-011, IT/Alarms/Data: Todd Lando - Website Hosting, Maint & Support, Contra Inv #2021-011, IT/Alarms/Data: Todd Lando - Website Hosting, Maint & Support, Contra Inv #2021-011, IT/Alarms/Data: Todd Lando - Website Hosting, Maint & Support, Contra	8510 · Data/Alarms/IT Supp & Lic 8510 · Data/Alarms/IT Supp & Lic 8510 · Data/Alarms/IT Supp & Lic	Tiburon:Paradise C	-447.34 -36.32 -760.34
TOTAL			3, 11, 7,			-1,244.00
10/13/21	8526	Rosser, John	S/B Reimb., Aug - Sept, 2021	JP Morgan Chase - Primary 7399		
			Standby Mileage Reimb. for Belvedere, 8.17.2021 - 9.30.2021	6018.2 · Standby Mileage Expens	Belvedere	-171.65
TOTAL						-171.65
10/13/21	8527	La Torre, Daniel P.	Standby Mileage Reimb, May - September 2021	JP Morgan Chase - Primary 7399		
			Standby Mileage Reimb. for Belvedere P&L, May 4, 2021 - September 26, 2021 Standby Mileage Reimb. for Tiburon P&L, May 4, 2021 - September 26, 2021	6018.2 · Standby Mileage Expens 6018.2 · Standby Mileage Expens		-907.20 -168.00
TOTAL						-1,075.20
10/13/21	8528	U.S. Bank	Acct#:4246-0441-0158-3635, August-September 2021	JP Morgan Chase - Primary 7399		
			#0822:/9545: Advertising for WWTP Ops Operator, CWEA, WEF, Baywork, SRJC & Sol #0822:/9545: Advertising for WWTP Ops Operator, CWEA, WEF, Baywork, SRJC & Sol #0822:/9545: Advertising for WWTP Ops Operator, CWEA, WEF, Baywork, SRJC & Sol #0822:/9545: Zoom Platform re SD5 Meetings, September 2021 #0822:/9545: Zoom Platform re SD5 Meetings, September 2021 #0822:/9545: Zoom Platform re SD5 Meetings, September 2021 #0822:/9545: Car Rental re CASA Seminar, August 2021 #0822:/9545: Car Rental re CASA Seminar, August 2021 #0822:/9545: Staff Educational Resource (Activated Sludge WWTP Books), September #0822:/9545: Staff Educational Resource (Activated Sludge WWTP Books), September #0822:/9545: Staff Educational Resource (Activated Sludge WWTP Books), September #0822:/9545: SWRCB & OPC State Board Certification, R Cottrell; Monthly Amazon Pri #0822:/9545: SWRCB & OPC State Board Certification, R Cottrell; Monthly Amazon Pri #0822:/9545: USPO Stamps, August 2021 #0822:/9545: USPO Stamps, August 2021 #0822:/9545: USPO Stamps, August 2021 #0822:/9545: The Rental Place, Batteries Plus, Royal, August - September, 2021 #0822:/9545: The Rental Place, Batteries Plus, Royal, August - September, 2021	6001 · Advertising 6001 · Advertising 6001 · Advertising 6001 · Advertising 6018.1 · Meetings & Travel 6018.0 · Continuing Education 6020 · Continuing Education 6020 · Continuing Education 6020 · Continuing Education 6025 · Dues & Subscriptions 6025 · Dues & Subscriptions 6025 · Dues & Subscriptions 6056 · Postage 6056 · Postage 6056 · Postage 7021 · Plant Maintenance Supplies 7021 · Plant Maintenance Supplies	Belvedere Tiburon:Paradise C Tiburon	-193.82 -15.74 -329.44 -19.77 -1.61 -33.61 -21.46 -1.74 -36.48 -62.03 -5.04 -105.43 -96.99 -7.88 -164.86 -9.48 -0.77 -16.10 -148.30 -251.98

Date	Num	Name	Memo	Account	Class	Paid Amount
			#0822:/9545: Janitorial supplies, NBay Lighting (bathrooms) - September, 2021	7023 · Janitorial Supplies & Service	Belvedere	-101.11
			#0822:/9545: Janitorial supplies, NBay Lighting (bathrooms) - September, 2021	7023 · Janitorial Supplies & Service	Tiburon	-171.79
			#0822:/9545: M.P. Supplies - September 2021	7027 · Electrical & Instrument	Belvedere	-249.00
			#0822:/9545: M.P. Supplies - September 2021	7027 · Electrical & Instrument	Tiburon	-423.06
			#0822:/9545: E-cycling Drop-off - September,2021	8510 · Data/Alarms/IT Supp & Lic	Belvedere	-3.60
			#0822:/9545: E-cycling Drop-off - September,2021	8510 · Data/Alarms/IT Supp & Lic	Tiburon:Paradise C	-0.29
			#0822:/9545: E-cycling Drop-off - September,2021	8510 · Data/Alarms/IT Supp & Lic	Tiburon	-6.11
TOTAL						-2,477.49

CASH FLOW CHART

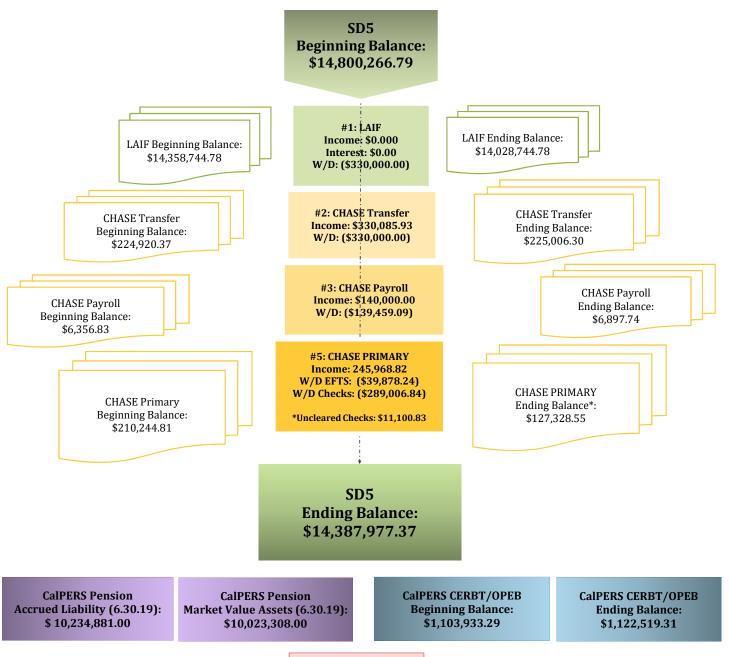
SANITARY DISTRICT NO. 5 OF MARIN COUNTY: September 2021



MPR REFI (Principal Balance) Balance: \$6,660,000.00

CASH FLOW CHART

SANITARY DISTRICT NO. 5 OF MARIN COUNTY: August 2021



MPR REFI (Principal Balance) Balance: \$7,240,000.00 SANITARY DISTRICT NO 5 - 0400-2116 PO BOX 227 BELVEDERE TIBURON, CA 94920

CHECK DATE: 09/15/2021 WEEK 38

PERIOD BEGIN : 09/01/2021 **PERIOD END :** 09/15/2021



Dear Paychex Preview Client,

Enclosed are your payroll reports and checks. Please verify that all information is accurate and correct. If there are any questions or concerns, please contact us immediately.

If you have tax deposits due, ensure the deposits are initiated at least one banking day prior to the due date to avoid penalties. We will assume that these deposits were made on the due dates and they will be reflected on your returns accordingly.

This is a summary of your payroll transactions of the check date of 09/15/2021. It does not reflect miscellaneous administrative charges. Please refer to your Paychex Human Resource Services invoice(s) for any additional cash required for this check date.

PATROLLTOTALS			
DIRECT DEPOSIT DEBITED FROM YOUR ACCOUNT	38281.78		
READYCHEX DEBITED FROM YOUR ACCOUNT	0.00	NUMBER OF PAYROLL CHECKS	14
TOTAL NET PAYROLL	38281.78		
BILLING PAYMENT	248.20 /	Withdrawal made by PAYCHEX INC. on above	/e check date.

AMOUNT DEBITED FROM TAX ACCOUNT	21679.34	
TOTAL TAX LIABILITY DUE BY CLIENT	0.00	
TOTAL TAX LIABILITY	21679.34 NUMBER OF CHECKS PRI	NTED 14
ADJUSTMENTS TO TAX LIABILITY		
TOTAL ADJUSTMENTS	-0.00	
TOTAL NET PAYROLL, TAX LIABILITY,		
AND SERVICES	59961.12	
TOTAL COST OF PAYROLL	60209.32 NUMBER OF MANUAL/VOID	TRANSACTIONS 0

TAX DEPOSITS DUE

TAV ACENICY

DAVBOLL TOTAL

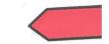
IAA AGENCI	IAAFAT	NON-IAXPAT	DUE DATE	
FEDERAL	17817.31		09/22/2021	Deposit made by PAYCHEX INC. on your behalf.
STATE - CA	3862.03		09/22/2021	Deposit made by PAYCHEX INC. on your behalf.

SANITARY DISTRICT NO 5 - 0400-2116 PO BOX 227 BELVEDERE TIBURON, CA 94920

CHECK DATE: 09/30/2021 WEEK 40

PERIOD BEGIN: 09/16/2021

PERIOD END: 09/30/2021



Dear Paychex Preview Client,

Enclosed are your payroll reports and checks. Please verify that all information is accurate and correct. If there are any questions or concerns, please contact us immediately.

If you have tax deposits due, ensure the deposits are initiated at least one banking day prior to the due date to avoid penalties. We will assume that these deposits were made on the due dates and they will be reflected on your returns accordingly.

This is a summary of your payroll transactions of the check date of 09/30/2021. It does not reflect miscellaneous administrative charges. Please refer to your Paychex Human Resource Services invoice(s) for any additional cash required for this check date.

PAYROLL TOTALS

DIRECT DEPOSIT DEBITED FROM YOUR ACCOUNT	38260.16		
READYCHEX DEBITED FROM YOUR ACCOUNT	0.00	NUMBER OF PAYROLL CHECKS	18
TOTAL NET PAYROLL	38260.16		10
BILLING PAYMENT	287.25/	Withdrawal made by PAYCHEX INC. on above chec	ck date.
AMOUNT DEBITED FROM TAX ACCOUNT TOTAL TAX LIABILITY DUE BY CLIENT TOTAL TAX LIABILITY	20544.88 0.00 20544.88	NUMBER OF CHECKS PRINTED	18
ADJUSTMENTS TO TAX LIABILITY TOTAL ADJUSTMENTS TOTAL NET PAYROLL, TAX LIABILITY,	-0.00		
AND SERVICES TOTAL COST OF PAYROLL	58805.04 59092.29	NUMBER OF MANUAL/VOID TRANSACTIONS	0

TAX DEPOSITS DUE

IAX AGENCY	TAXPAY NON-TAXPA	DUE DATE
FEDERAL	17208.28	10/06/2021 Deposit made by PAYCHEX INC. on your behalf.
STATE - CA	3336.60	10/06/2021 Deposit made by PAYCHEX INC. on your behalf.

Sanitary Distr. No.5 of Marin Co. Comparative Balance Sheet As of September 30, 2021

	Sep 30, 21	Aug 31, 21	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
Local Agency Investment Fund			
Belvedere Belvedere Operating	3,131,930.17	3,255,625.10	-123,694.93
Belvedere Operating Belvedere Operating Reserve	516,923.05	516,923.05	0.00
Belvedere Capital & CIP Reserve	1,941,018.87	2,115,685.28	-174,666.41
Belvedere PERS Retirement Trust	356,250.00	356,250.00	0.00
Belvedere Disaster Recovery Fnd	356,250.00	356,250.00	0.00
Total Belvedere	6,302,372.09	6,600,733.43	-298,361.34
Tiburon			
Tiburon Operating	1,510,624.16	1,874,824.24	-364,200.08
Tiburon Operating Reserve	683,930.00	683,930.00	0.00
Tiburon Capital & CIP Reserve	3,274,318.53	3,581,757.11	-307,438.58
Tiburon PERS Retirement Trust	643,750.00	643,750.00	0.00
Tiburon Disaster Recovery Fund	643,750.00	643,750.00	0.00
Total Tiburon	6,756,372.69	7,428,011.35	-671,638.66
Total Local Agency Investment Fund	13,058,744.78	14,028,744.78	-970,000.00
JP Morgan Chase - Primary 7399	140,674.42	118,728.97	21,945.45
JP Morgan Chase - Payroll 7506	24,456.41	6,897.74	17,558.67
JP Morgan Chase - Transfer 7522	282,259.64	225,006.30	57,253.34
Total Checking/Savings	13,506,135.25	14,379,377.79	-873,242.54
Accounts Receivable			
Accounts Receivable	11,374.00	41,670.20	-30,296.20
Total Accounts Receivable	11,374.00	41,670.20	-30,296.20
Other Current Assets			
Petty Cash	881.92	881.92	0.00
1499 · Undeposited Funds	0.00	6,051.74	-6,051.74
Total Other Current Assets	881.92	6,933.66	-6,051.74
Total Current Assets	13,518,391.17	14,427,981.65	-909,590.48
Fixed Assets	20,408,185.19	20,408,185.19	0.00
TOTAL ASSETS	33,926,576.36	34,836,166.84	-909,590.48
LIABILITIES & EQUITY Liabilities	8,206,312.77	8,206,312.77	0.00
Equity 3900 · Net Assets Net Income	27,341,540.03 -1,621,276.44	27,341,540.03 -711,685.96	0.00 -909,590.48
Total Equity	25,720,263.59	26,629,854.07	-909,590.48
TOTAL LIABILITIES & EQUITY	33,926,576.36	34,836,166.84	-909,590.48

	Jul - Sep 21	Budget	\$ Over Budget	% of Bud
Ordinary Income/Expense				
Income				
5000 · Property Taxes 5001.2 · TEETER	0.00	825,000.00	-825,000.00	0.0%
5002 · UNSEC	0.00	15,000.00	-15,000.00	0.0%
5003 · PUNS / PRIOR UNSECURED	0.00	500.00	-500.00	0.0%
5004 · REDEMPTION / RDMPT	257.49	000.00	200.00	0.00/
5006 · SPLU 5041 · SUPSEC	0.00 0.00	300.00 12,000.00	-300.00 -12,000.00	0.0% 0.0%
5043 · SECU	0.00	0.00	0.00	0.0%
5046 · Excess ERAF	56,961.82	300,000.00	-243,038.18	19.0%
5280 · HOPTR	0.00	3,333.00	-3,333.00	0.0%
5483 · Other tax	0.00			
Total 5000 · Property Taxes	57,219.31	1,156,133.00	-1,098,913.69	4.9%
5007 · Sewer Service Charge				
5007.1 · Sewer Service - Tiburon Ops	41,670.20	2,283,000.00	-2,241,329.80	1.8%
5007.5 · Sewer Service - Tiburon Cap 5007.2 · Sewer Service-Belv Ops	0.00 0.00	12,000.00 1,300,000.00	-12,000.00 -1,300,000.00	0.0% 0.0%
5007.3 · Sewer Service-Belv Cap	0.00	866,300.00	-866,300.00	0.0%
5007.4 · Other User Fees	0.00	38,700.00	-38,700.00	0.0%
Total 5007 · Sewer Service Charge	41,670.20	4,500,000.00	-4,458,329.80	0.9%
5201 · Interest				
5201.1 · Interest County of Marin	119.96			
5201.2 · Interest LAIF	0.00	100,000.00	-100,000.00	0.0%
Total 5201 · Interest	119.96	100,000.00	-99,880.04	0.1%
5900.3 · Connection Fees				
5900.30 · Connection Permit Fees	2,850.00	10,000.00	-7,150.00	28.5%
5900.31 · Collection 5900.34 · Treatment	49,778.78 48,318.12	100,000.00 100,000.00	-50,221.22 -51,681.88	49.8% 48.3%
Total 5900.3 · Connection Fees	100,946.90			48.1%
		210,000.00	-109,053.10	
5900.4 · Inspection Permit Fees 5900.5 · SASM Expense Reimb.	2,750.00 0.00	17,000.00 100,000.00	-14,250.00 -100,000.00	16.2% 0.0%
5900.9 · Other Income	0.00	100,000.00	-100,000.00	0.0%
5900.10 · Paradise Sewer Line Ext. Fees	0.00	14,040.00	-14,040.00	0.0%
Total Income	202,706.37	6,097,273.00	-5,894,566.63	3.3%
Gross Profit	202,706.37	6,097,273.00	-5,894,566.63	3.3%
Expense				
6000 · Administrative Expenses				
6001 · Advertising	325.00 0.00	1,000.00 40,000.00	-675.00	32.5% 0.0%
6008 · Audit & Accounting 6017 · Consulting Fees	4,984.71	150,000.00	-40,000.00 -145,015.29	3.3%
6018 · Travel & Meetings	1,001.71	100,000.00	110,010.20	0.070
6018.1 · Meetings & Travel	7,528.68	6,000.00	1,528.68	125.5%
6018.2 · Standby Mileage Expense Reimb	1,196.92	9,000.00	-7,803.08	13.3%
Total 6018 · Travel & Meetings	8,725.60	15,000.00	-6,274.40	58.2%
6020 · Continuing Education	448.00	10,000.00	-9,552.00	4.5%
6021 · County Fees 6024 · Director Fees	4,165.60 3,500.00	16,590.00 9,000.00	-12,424.40 -5,500.00	25.1% 38.9%
6025 Dues & Subscriptions	5,209.83	31,000.00	-25,790.17	16.8%
6033 · Insurance Property & Liability	,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	-,	
6033.1 PLP Public Entity Phys Damage	0.00	25,000.00	-25,000.00	0.0%
6033.2 · General Liability	61,710.21	45,000.00	16,710.21	137.1%
6033.3 · Physical Property Damage - Auto	4,174.00	4,000.00	174.00	104.4%
Total 6033 · Insurance Property & Liability	65,884.21	74,000.00	-8,115.79	89.0%
6039 · Legal	5,935.00 1,487.66	50,000.00	-44,065.00 8 512 34	11.9%
6047 · Office Supplies 6056 · Postage	1,487.66 42.20	10,000.00 1,000.00	-8,512.34 -957.80	14.9% 4.2%
6059 · Pollution Prevention/Public Edu	2,394.91	5,000.00	-2,605.09	47.9%
6065 · Miscellaneous Expense	0.00			
Total 6000 · Administrative Expenses	103,102.72	412,590.00	-309,487.28	25.0%

	Jul - Sep 21	Budget	\$ Over Budget	% of Bud
7000 · Ops & Maintenance Expenses				
7010 Pumps & Lines Maintenance				
7011 · Pumps & Lines Maintenance 7013 · Emergency Line Repair	106,899.44 21,992.55	75,000.00 50,000.00	31,899.44 -28,007.45	142.5% 44.0%
Total 7010 · Pumps & Lines Maintenance	128,891.99	125,000.00	3,891.99	103.1%
7020 · Main Plant Maintenance				
7021 · Plant Maintenance Supplies 7022 · Plant Maint. Parts & Service	4,878.75 38,916.63	25,000.00 130,000.00	-20,121.25 -91,083.37	19.5% 29.9%
7023 · Janitorial Supplies & Service	2,116.77	9,000.00	-6,883.23	23.5%
7024 · Main Plant Chemicals	16,531.90	111,000.00	-94,468.10	14.9%
7025 · Lab Supplies & Chemicals	1,426.65	20,000.00	-18,573.35	7.1%
7027 · Electrical & Instrument 7028 · Grounds Maintenance	-965.12 366.32	15,000.00 6,000.00	-15,965.12 -5,633.68	-6.4% 6.1%
7029 · Main Plant Sludge Disposal	8,721.91	41,000.00	-32,278.09	21.3%
7030 · Main Plant Outfall	0.00	6,500.00	-6,500.00	0.0%
Total 7020 · Main Plant Maintenance	71,993.81	363,500.00	-291,506.19	19.8%
7040 · Paradise Cove Plant Maint				
7041 · Paradise Cove Flant Maint	14,383.79	10,000.00	4,383.79	143.8%
7042 · Paradise Supplies & Chemicals	695.43	5,000.00	-4,304.57	13.9%
Total 7040 · Paradise Cove Plant Maint	15,079.22	15,000.00	79.22	100.5%
7050 · Monitoring				
7050 • Monitoring 7051 • Main Plant Lab Monitoring	11,554.90	45,000.00	-33,445.10	25.7%
7052 · Paradise Cove Monitoring	726.20	15,000.00	-14,273.80	4.8%
7053 · Chronic Toxicity	1,974.50			
Total 7050 · Monitoring	14,255.60	60,000.00	-45,744.40	23.8%
7060 · Permits/Fees				
7062 · Permits/Fees - General	10,975.80	50,000.00	-39,024.20	22.0%
7063 · Paradise Cove Permits/Fees	267.44	9,000.00	-8,732.56	3.0%
7064 · Paradise Cove NPDES Renewal	2,405.05			
Total 7060 · Permits/Fees	13,648.29	59,000.00	-45,351.71	23.1%
7070 · Truck Maintenance	4 707 00	15 000 00	12 070 71	11.5%
7071 · Fuel 7072 · Maintenance	1,727.29 6,045.31	15,000.00 10,000.00	-13,272.71 -3,954.69	60.5%
Total 7070 · Truck Maintenance	7,772.60	25,000.00	-17,227.40	31.1%
Total 7000 · Ops & Maintenance Expenses	251,641.51	647,500.00	-395,858.49	38.9%
8000 · Salaries and Benefits Expenses				
8001 · Salaries	297,632.06	1,353,783.00	-1,056,150.94	22.0%
8003 · Overtime	41,260.97	100,000.00	-58,739.03	41.3%
8004 · Standby Pay	19,200.20	76,043.00	-56,842.80	25.2%
8005 · Employee Incentives	7,000.00	70,000.00	-63,000.00	10.0% 51.1%
8006 · Vacation Buyout 8013 · Payroll Taxes	15,332.18 28,802.59	30,000.00 101,047.00	-14,667.82 -72,244.41	28.5%
8015 · Payroll/Bank Fees	1,646.50	6,250.00	-4,603.50	26.3%
8016 · Car Allowance	6,000.00	6,000.00	0.00	100.0%
8019 · PERS Retirement				
8019.05 · PERS Retirement	42,049.36	304,705.00	-262,655.64	13.8%
8019.06 · PERS Retirement - RBP	0.00	350.00	-350.00	0.0%
8019.08 · PERS Retirement - CalPERS UAL 8019 · PERS Retirement - Other	0.00 -600.00	20,000.00	-20,000.00	0.0%
Total 8019 · PERS Retirement	41,449.36	325,055.00	-283,605.64	12.8%
8020 · Employee Health				
8020.05 · Employee Health 8021 · Employee Health Deductions	48,359.05 -587.58	223,418.00	-175,058.95	21.6%
Total 8020 · Employee Health	47,771.47	223,418.00	-175,646.53	21.4%
8022 Retiree Health				
8022.05 · Reitree Health	32,940.63	77,127.00	-44,186.37	42.7%
8022.10 · CERBT/OPEB Annual Arc Contribtn	0.00	118,400.00	-118,400.00	0.0%
Total 9022 - Batimas Hacith	32 040 62			
Total 8022 · Retiree Health	32,940.63	195,527.00	-162,586.37	16.8%

	Jul - Sep 21	Budget	\$ Over Budget	% of Bud
8023 · Workers Comp Insurance	41,289.30	55,000.00	-13,710.70	75.1%
Total 8000 · Salaries and Benefits Expenses	580,325.26	2,542,123.00	-1,961,797.74	22.8%
8500 · Other Operating Expenses				
8510 · Data/Alarms/IT Supp & Licensing	23,177.96	100,000.00	-76,822.04	23.2%
8515 · Safety	12,705.29	40,000.00	-27,294.71	31.8%
8520 · Personal Protection/Safety Wear 8530 · Telephone	3,804.58	15,000.00	-11,195.42	25.4%
8531 · Main Plant Telephones	1,543.39	11,000.00	-9,456.61	14.0%
8532 · Paradise Cove Telephones	1,039.91	4,000.00	-2,960.09	26.0%
8533 · Pumps & Lines Telephones	1,720.69	7,000.00	-5,279.31	24.6%
Total 8530 · Telephone	4,303.99	22,000.00	-17,696.01	19.6%
8540 · Utilities	0.000.05	0.000.00	5 077 05	00.50/
8541 · Water	2,922.95	8,000.00	-5,077.05	36.5% 27.5%
8542 · Main Plant Utilities 8543 · Paradise Cove Utilities	54,991.44 5,928.15	200,000.00 18,000.00	-145,008.56 -12,071.85	32.9%
8544 · Pump Station Utilities	10,894.08	45,000.00	-34,105.92	24.2%
Total 8540 · Utilities	74,736.62	271,000.00	-196,263.38	27.6%
Total 8500 · Other Operating Expenses	118,728.44	448,000.00	-329,271.56	26.5%
Total Expense	1,053,797.93	4,050,213.00	-2,996,415.07	26.0%
Net Ordinary Income	-851,091.56	2,047,060.00	-2,898,151.56	-41.6%
Other Expense 9100 · Capital Expenditures 9200 · Main Plant Equipment Capital 9203 · M.P. Flare Rehabilitation 9209 · ScrewPress PolyBlend Redundancy 9212 · M.P. Headworks Grinder Rplcmnt	0.00 0.00	30,000.00 35,000.00	-30,000.00 -35,000.00	0.0% 0.0%
9212.1 · Explosion Proof Electric Hoist	0.00	10,000.00	-10,000.00	0.0%
9212 · M.P. Headworks Grinder Rplcmnt - O	0.00	25,000.00	-25,000.00	0.0%
Total 9212 · M.P. Headworks Grinder Rplcmnt	0.00	35,000.00	-35,000.00	0.0%
9217 · SD5 Shop Rplcmnt /Ops Control	6,484.29			
9219 · Cl2 Flash Mixer	0.00	15,000.00	-15,000.00	0.0%
Total 9200 · Main Plant Equipment Capital	6,484.29	115,000.00	-108,515.71	5.6%
9300 · Pumps & Lines Capital 9301 · Tiburon Sewer Line Rehab Prog 9302 · PS Control Panel Upgrades	0.00 1,285.94	1,000,000.00	-1,000,000.00	0.0%
9304 · Belvedere Sewer Line Rehab Prog	0.00	100,000.00	-100,000.00	0.0%
9306 · PS Pump & Valve Replacements	9,999.38	50,000.00	-40,000.62	20.0%
9307 · PS Generator Replacement	0.00	100,000.00	-100,000.00	0.0%
9310 · BPS Communication Project 9313 · Manholes/Rodholes	3,105.70 32,718.59	75,000.00	-42,281.41	43.6%
9314 · Portable Emergency Generators	0.00			
Total 9300 · Pumps & Lines Capital	47,109.61	1,325,000.00	-1,277,890.39	3.6%
9500 · Undesignated Capital				
9510 · Undesignated Cap - M.P.	0.00	25,000.00	-25,000.00	0.0%
9520 · Undesignated Cap - P.C. Plant	0.00	10,000.00	-10,000.00	0.0%
9530 · Undesignated Cap - P & L	0.00	50,000.00	-50,000.00	0.0%
Total 9500 · Undesignated Capital	0.00	85,000.00	-85,000.00	0.0%
Total 9100 · Capital Expenditures	53,593.90	1,525,000.00	-1,471,406.10	3.5%

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	Jul - Sep 21	Budget	\$ Over Budget	% of Bud
9700 · Debt Service				
9730 · Debt Service - MPR Project				
9734 · MPR Refi - Principal	580,000.00			
9735 · MPR Refi - Interest	89,776.01			
Total 9730 · Debt Service - MPR Project	669,776.01			
Total 9700 · Debt Service	669,776.01			
Total Other Expense	723,369.91	1,525,000.00	-801,630.09	47.4%
Net Other Income	-723,369.91	-1,525,000.00	801,630.09	47.4%
Net Income	-1,574,461.47	522,060.00	-2,096,521.47	-301.6%

Sanitary Distr. No.5 of Marin Co. Zone Report - per Year-End Adjustments September 2021

	Paradise (Tiburon)	Tiburon - O (Tiburon)	Total Tiburon	Belvedere	TOTAL
Ordinary Income/Expense					
Income					
5000 · Property Taxes 5004 · REDEMPTION / RDMPT 5046 · Excess ERAF	7.84 2,301.25	163.72 54,660.57	171.56 56,961.82	0.00 0.00	171.56 56,961.82
Total 5000 · Property Taxes	2,309.09	54,824.29	57,133.38	0.00	57,133.38
5201 · Interest 5201.1 · Interest County of Marin	4.85	115.11	119.96	0.00	119.96
Total 5201 - Interest	4.85	115.11	119.96	0.00	119.96
5900.3 · Connection Fees 5900.30 · Connection Permit Fees 5900.31 · Collection 5900.34 · Treatment 5900.3 · Connection Fees - Other	100.00 0.00 1,736.00 0.00	400.00 10,836.00 14,980.00 0.00	500.00 10,836.00 16,716.00 0.00	800.00 23,747.00 15,515.00 0.00	1,300.00 34,583.00 32,231.00 0.00
Total 5900.3 · Connection Fees	1,836.00	26,216.00	28,052.00	40,062.00	68,114.00
5900.4 · Inspection Permit Fees	100.00	700.00	800.00	300.00	1,100.00
Total Income	4,249.94	81,855.40	86,105.34	40,362.00	126,467.34
Gross Profit	4,249.94	81,855.40	86,105.34	40,362.00	126,467.34
Expense 6000 · Administrative Expenses 6001 · Advertising 6008 · Audit & Accounting 6018 · Travel & Meetings 6018.1 · Meetings & Travel	0.00 0.00 88.56	0.00 0.00 1,853.63	0.00 0.00 1,942.19	0.00 0.00 1,090.58	0.00 0.00 3,032.77
Total 6018 · Travel & Meetings	88.56	1,853.63	1,942.19	1,090.58	3,032.77
6020 · Continuing Education	0.00	0.00	0.00	0.00	0.00
6025 · Dues & Subscriptions 6039 · Legal 6047 · Office Supplies 6056 · Postage 6059 · Pollution Prevention/Public Edu 6065 · Miscellaneous Expense	2.65 4.60 5.96 0.00 69.93 0.00	55.63 849.26 124.75 0.00 1,463.76 0.00	58.28 853.86 130.71 0.00 1,533.69 0.00	32.72 56.64 73.39 0.00 861.22 0.00	91.00 910.50 204.10 0.00 2,394.91 0.00
Total 6000 · Administrative Expenses	171.70	4,347.03	4,518.73	2,114.55	6,633.28
7000 · Ops & Maintenance Expenses 7010 · Pumps & Lines Maintenance 7011 · Pumps & Lines Maintenance 7013 · Emergency Line Repair	23.01 0.00	78,584.20 8,193.37	78,607.21 8,193.37	2,939.37 0.00	81,546.58 8,193.37
Total 7010 · Pumps & Lines Maintenan	23.01	86,777.57	86,800.58	2,939.37	89,739.95
7020 · Main Plant Maintenance 7021 · Plant Maintenance Supplies 7022 · Plant Maint. Parts & Service	-9.71 0.00	1,141.13 9,872.68	1,131.42 9,872.68	671.67 5,888.02	1,803.09 15,760.70
7023 · Janitorial Supplies & Service 7024 · Main Plant Chemicals 7025 · Lab Supplies & Chemicals 7027 · Electrical & Instrument 7029 · Main Plant Sludge Disposal	0.00 0.00 0.00 -28.18 0.00	151.15 5,125.86 0.00 -589.88 2,328.26	151.15 5,125.86 0.00 -618.06 2,328.26	88.93 3,015.81 0.00 -347.06 1,370.33	240.08 8,141.67 0.00 -965.12 3,698.59
Total 7020 · Main Plant Maintenance	-37.89	18,029.20	17,991.31	10,687.70	28,679.01
7040 · Paradise Cove Plant Maint 7041 · Paradise Parts & Service 7042 · Paradise Supplies & Chemicals	1,814.65 316.23	0.00	1,814.65 316.23	0.00	1,814.65 316.23
Total 7040 · Paradise Cove Plant Maint	2,130.88	0.00	2,130.88	0.00	2,130.88
7050 · Monitoring 7051 · Main Plant Lab Monitoring 7052 · Paradise Cove Monitoring	0.00 328.70	990.93	990.93 328.70	583.22 0.00	1,574.15 328.70
Total 7050 · Monitoring	328.70	990.93	1,319.63	583.22	1,902.85

Sanitary Distr. No.5 of Marin Co. Zone Report - per Year-End Adjustments September 2021

	Paradise (Tiburon)	Tiburon - O (Tiburon)	Total Tiburon	Belvedere	TOTAL
7000 Barreita /Fara	(11501511)	(11501011)	- Total Fibaron		
7060 · Permits/Fees 7062 · Permits/Fees - General 7063 · Paradise Cove Permits/Fees	19.94 99.68	2,503.83 0.00	2,523.77 99.68	1,473.13 0.00	3,996.90 99.68
Total 7060 · Permits/Fees	119.62	2,503.83	2,623.45	1,473.13	4,096.58
7070 · Truck Maintenance					
7071 · Fuel 7072 · Maintenance	28.73 67.67	601.47 1,416.50	630.20 1,484.17	353.87 833.39	984.07 2,317.56
Total 7070 · Truck Maintenance	96.40	2,017.97	2,114.37	1,187.26	3,301.63
Total 7000 · Ops & Maintenance Expenses	2,660.72	110,319.50	112,980.22	16,870.68	129,850.90
8000 · Salaries and Benefits Expenses 8001 · Salaries 8003 · Overtime 8004 · Standby Pay	2,982.70 311.14 178.28	62,432.53 6,512.63 3,731.65	65,415.23 6,823.77 3,909.93	36,732.23 3,831.70 2,195.51	102,147.46 10,655.47 6,105.44
8007 · Voluntary Deductions	0.00	0.00	0.00	0.00	0.00
8008 · Deferred Comp 457	0.00	489.88	489.88	0.00	489.88
8013 · Payroll Taxes	234.82	4,915.15	5,149.97	2,891.82	8,041.79
8015 · Payroll/Bank Fees	15.64	327.26	342.90	192.55	535.45
8019 · PERS Retirement 8019.05 · PERS Retirement 8019 · PERS Retirement - Other	432.83 0.00	9,110.43 -400.00	9,543.26 -400.00	5,358.67 0.00	14,901.93 -400.00
Total 8019 · PERS Retirement	432.83	8,710.43	9,143.26	5,358.67	14,501.93
8020 · Employee Health					
8020.05 · Employee Health 8021 · Employee Health Deductions	484.39 -5.72	10,138.93 -119.70	10,623.32 -125.42	5,965.26 -70.44	16,588.58 -195.86
Total 8020 · Employee Health	478.67	10,019.23	10,497.90	5,894.82	16,392.72
8022 · Retiree Health 8022.05 · Reitree Health	32.08	671.47	703.55	395.07	1,098.62
Total 8022 · Retiree Health	32.08	671.47	703.55	395.07	1,098.62
Total 8000 · Salaries and Benefits Expen	4,666.16	97,810.23	102,476.39	57,492.37	159,968.76
8500 · Other Operating Expenses 8510 · Data/Alarms/IT Supp & Licensing 8515 · Safety 8520 · Personal Protection/Safety Wear	126.72 1,302.12 29.52	2,652.60 4,719.37 624.43	2,779.32 6,021.49 653.95	1,560.67 5,494.96 579.75	4,339.99 11,516.45 1,233.70
8530 · Telephone	0.00	196.65	196.65	115.69	312.34
8531 · Main Plant Telephones	341.69	0.00	341.69	0.00	341.69
8532 · Paradise Cove Telephones 8533 · Pumps & Lines Telephones	175.07	308.19	483.26	0.00	483.26
·					
Total 8530 · Telephone	516.76	504.84	1,021.60	115.69	1,137.29
8540 · Utilities 8541 · Water	0.00	852.55	852.55	688.19	1,540.74
8542 · Main Plant Utilities	0.00	11,720.55	11,720.55	6,898.28	18,618.83
8543 Paradise Cove Utilities	1,758.76	0.00	1,758.76	0.00	1,758.76
8544 · Pump Station Utilities	285.38	1,984.68	2,270.06	1,360.68	3,630.74
Total 8540 · Utilities	2,044.14	14,557.78	16,601.92	8,947.15	25,549.07
Total 8500 · Other Operating Expenses	4,019.26	23,059.02	27,078.28	16,698.22	43,776.50
Total Expense	11,517.84	235,535.78	247,053.62	93,175.82	340,229.44
Net Ordinary Income	-7,267.90	-153,680.38	-160,948.28	-52,813.82	-213,762.10
Other Income/Expense Other Expense 9100 · Capital Expenditures 9200 · Main Plant Equipment Capital 9202 · M.P. Drainage					
9202.2 · Load-out & Filtering	0.00	16,080.39	16,080.39	9,464.32	25,544.71
Total 9202 · M.P. Drainage	0.00	16,080.39	16,080.39	9,464.32	25,544.71

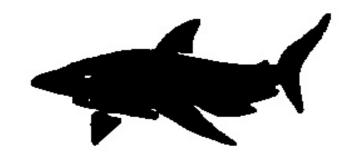
Sanitary Distr. No.5 of Marin Co. Zone Report - per Year-End Adjustments September 2021

	Paradise (Tiburon)	Tiburon - O (Tiburon)	Total Tiburon	Belvedere	TOTAL
9217 · SD5 Shop Rplcmnt /Ops Control	0.00	319.57	319.57	188.09	507.66
Total 9200 · Main Plant Equipment Capital	0.00	16,399.96	16,399.96	9,652.41	26,052.37
9300 · Pumps & Lines Capital 9314 · Portable Emergency Generators	0.00	0.00	0.00	0.00	0.00
Total 9300 · Pumps & Lines Capital	0.00	0.00	0.00	0.00	0.00
Total 9100 · Capital Expenditures	0.00	16,399.96	16,399.96	9,652.41	26,052.37
9700 · Debt Service 9730 · Debt Service - MPR Project 9734 · MPR Refi - Principal 9735 · MPR Refi - Interest	0.00	375,724.00 58,156.90	375,724.00 58,156.90	204,276.00 31,619.11	580,000.00 89,776.01
Total 9730 · Debt Service - MPR Project	0.00	433,880.90	433,880.90	235,895.11	669,776.01
Total 9700 · Debt Service	0.00	433,880.90	433,880.90	235,895.11	669,776.01
Total Other Expense	0.00	450,280.86	450,280.86	245,547.52	695,828.38
Net Other Income	0.00	-450,280.86	-450,280.86	-245,547.52	-695,828.38
Net Income	-7,267.90	-603,961.24	-611,229.14	-298,361.34	-909,590.48

Sanitary Distr. No.5 of Marin Co. Monthly O.T. Report September 2021

Type D	ate	Num	Name	Memo	Amount	Balance
Alvarez, Joel	45/04	0504 4444	Alvanas Iaal	4 00 Um O T @ 4 5v	407.70	407.70
Check 09/	15/21	2581-4111	Alvarez, Joel	1.88 Hrs. O.T. @ 1.5x	107.78	107.78
Total Alvarez, Jo	oel				107.78	107.78
Bilsborough, C						
	15/21	2581-4112	Bilsborough, Chad	2.0 Hrs. O.T. @ 1.5x	126.75	126.75
	30/21	1004127	Bilsborough, Chad	10.0 Hrs. O.T. @ 1.5x	633.76	760.51
	30/21	1004127	Bilsborough, Chad	1.0 Hrs. O.T. @ 2.0x	84.50	845.01
Check 09/3	30/21	1004128	Bilsborough, Chad	30.0 Hrs. O.T. @ 1.5x	1,901.28	2,746.29
Total Bilsboroug	gh, Cha	nd			2,746.29	2,746.29
Cottrell, Rulon						
	15/21	2581-4115	Cottrell, Rulon	7.0 Hrs. O.T. @ 1.5x	624.23	624.23
	15/21	2581-4115	Cottrell, Rulon	8.5 Hrs. O.T. @ 2.0x	1,010.67	1,634.90
	30/21	1004131	Cottrell, Rulon	6.0 Hrs. O.T. @ 1.5x	535.06	2,169.96
	30/21	1004131	Cottrell, Rulon	2.0 Hrs. O.T. @ 2.0x	237.80	2,407.76
	30/21	1004132	Cottrell, Rulon	10.0 Hrs. O.T. @ 1.5x	891.76	3,299.52
Check 09/3	30/21	1004132	Cottrell, Rulon	2.5 Hrs. O.T. @ 2.0x	297.25	3,596.77
Total Cottrell, Ru	ulon				3,596.77	3,596.77
Dohrmann, Rol						
	15/21	2581-4116	Dohrmann, Robin	7.0 Hrs. O.T. @ 1.5x	624.23	624.23
Check 09/3	30/21	1004134	Dohrmann, Robin	16.0 Hrs. O.T. @ 1.5x	1,426.82	2,051.05
Total Dohrmann	n, Robir	า			2,051.05	2,051.05
La Torre, Danie						
	15/21	2581-4119	La Torre, Daniel P.	8.0 Hrs. O.T. @ 1.5x	679.44	679.44
	15/21	2581-4120	La Torre, Daniel P.	6.5 Hrs. O.T. @ 1.5x	552.04	1,231.48
Check 09/3	30/21	1004137	La Torre, Daniel P.	8.0 Hrs. O.T. @ 1.5x	679.44	1,910.92
Total La Torre, [Daniel	P.			1,910.92	1,910.92
Triola, Joseph						
Check 09/	15/21	2581-4124	Triola, Joseph	2.0 Hrs. OT @ 1.5x	161.77	161.77
	20/24	1004142	Triola, Joseph	1.0 Hrs. OT @ 1.5x	80.89	242.66
Check 09/3	30/21	1004142				
		1004142	э.а, ээээр		242.66	242.66

Sanitary District No. 5 of Marin County



District Management Report September 2021

Contents:

- Transmittal Memo
- Financial/Budgetary
- HR & Personnel
- Business Administration
- Collection System Performance
- Treatment Plant Performance Paradise Cove
- Treatment Plant Performance Main Plant
- Pollution Prevention Activities
- Continuing Education & Safety Training
- Capital Improvement Projects

Transmittal Memo

Date: October 21, 2021

To: Board of Directors

From: Tony Rubio, District Manager/ Chief Plant Operator

Subject: Management Report for September 2021

Fiscal Status

Period Covered: July 1, 2021 –September 30, 2021

Percent of Fiscal Year: 25%
Percent of Budgeted Income to Date: 3.3%

Percent of Budgeted Expenditures to Date: 26% (operating only)

Personnel

Separations: None
New Hires: None
Promotions: None

Recruitment Activities: 1- Operator

Regulatory Compliance

MP Collection System WDR Compliance: Full Compliance with all regulations
PC Collection System WDR Compliance: Full Compliance with all regulations
MP NPDES Permit Compliance: Full Compliance with all regulations
PC NPDES Permit Compliance: Full Compliance with all regulations
BAAQMD Compliance: Full Compliance with all regulations
Full Compliance with all regulations
Full Compliance with all regulations

Significant Comments: None

Summary of Operational Highlights are on the following pages.

Significant Events for the Month of September 2021 Include:

Financial/Budgetary/Business Administration

- 2020-2021 annual financial audit underway- final expected in later November for December board meeting acceptance
- Draft RFP prepared for upcoming rate study review- received list of rate consultants from Ben's office (6)
- Board and committee meetings will continue to be held virtually in compliance with AB361 and status of need will be reviewed every month.
- Received presentation from Forward lateral about using there platform for our sewer later program. Staff is reviewing and will be providing me a recommendation about whether or not consideration of use of their program will improve/minimize the work we need to perform. (they are offering it free of cost)
- Will begin transfer of files from shop to file room beginning November as part of our ongoing scanning project efforts

HR and Personnel

- Recruitment for new Operator in Training/ Operator underway Interviews scheduled for early November.
- Have begun preliminary work on successor MOU.
- Daft Early Exit incentive program currently under review for possible adoption at board meeting.
- Received proposal for a staffing survey by HDR prior to rate study and in preparation for upcoming MOU negotiations

Continuing Education and Safety Training.

Fall Protection Safety Training Conducted

Collection System Performance

Main Plant Tiburon/Belvedere:

- Small Machine cleaning work completed in Tiburon -Belvedere Underway
- Submitted 1 category 3 SSO month of August to RWQCB on CIWQS (Tiburon)

Paradise Cove:

Submitted No Spill report for month of August to RWQCB on CIWQS

Treatment Plant Performance

Paradise Cove:

• Normal operations and preventive maintenance being performed at site.

Main Plant:

- Submitted August 2021 SMR and DMR to the RWQCB
- Plant water filtering in process of installation. In house installation- should be up and running in the next few weeks.
- No issues with Ferrous Chloride procurement- have small vendor set up in so-cal that will
 provide us two totes that will get us through the end of the calendar year. Ferrous and
 Ferric chloride shortages should be resolved by that time- spoke to Kemira vendor at
 WEFTEC and has been reassuring customers that things should be back to normal by the
 start of the year.

Pollution Prevention Activities

• Remote meetings with P2 Group

Capital Improvement Projects

- Line segments selected according to Collection System Master Plan for upcoming sewer rehabilitation project- Tiburon and Belvedere
- Met with Nute Engineers and Beecher Engineering regarding Cove road pump station control panel and generator improvements.
- Received cash proposal for a possible solar project at Tiburon Station #7 near TPD estimate is around 15K for a 3.8kw solar installation. This cost does not include the structure/canopy that would be required to install the panels. A separate proposal will be obtained from one of our local contractors.

Glossary of Terms

- B.O.D. (Biochemical Oxygen Demand): Measurement of the effluent's capacity to
 consume dissolved oxygen to stabilize all remaining organic matter. The permit limits for
 our effluent for discharge into San Francisco bay require that we remove 85% influent
 B.O.D. and meet a weekly average of less than 45mg/l and a monthly average of less
 than 30 mg/l B.O.D.
- TSS (Total Suspended Solids): Measurement of suspended solids in the effluent. Our permit requires that we move at least 85% of the influent TSS and that the effluent limit is less than 45 mg/l as a weekly average and less than 30 mg/l as a monthly average.
- **Chlorine Residual:** The plant effluent is disinfected with hypochlorite (chlorine "bleach") and then the residual chlorine is neutralized with sodium bisulfite to protect the bay. The effluent chlorine residual limit is 0.0 mg/l which we monitor continuously.
- **pH:** pH is a measurement of acidity with pH 7.0 being neutral and higher pH values being basic and lower pH values being acidic. Our permit effluent pH must stay within the range of 6.0-9.0, which we monitor continuously.
- **Coliform:** Coliform bacteria are the indicator organism for determination of the efficiency of the disinfection process. The lab culture samples of our effluent and the presence of coliform is an indication that pathogenic organisms may be present. This is reported as MPN/100 (number of coliform bacteria in 100 milliliters sample).
- Flow Through Bioassay: A 96 hour test in which we test the toxicity of our effluent to tiny fish (sticklebacks) in a flow through tank to determine the survivability under continuous exposure to our effluent. Our permit requires that we maintain a 90th percentile survival of at least 70% and an 11 sample median survival of at least 90%. In layman's terms, this means that out of the last 11 samples only one bioassay may fall below 70% survival and the middle value when all 11 samples are placed in numerical order must be at least 90%.
- **Metals Analysis:** Our permit requires that we analyze our effluent for many different metals on a monthly basis. We have permit limits for some metals. The metals are stated as a daily max and a monthly average limit. The daily max limit is the number we cannot exceed on any sample and the monthly average applies to all samples collected in any month. (although usually we are only required to take one).
- **F.O.G. (Fats, oils and grease):** Quarterly we are required to monitor our effluent for Fats, Oils and Grease.

Glossary of terms continued...

- **Headworks:** The point where all raw wastewater enters the treatment plant. In this building wastewater goes through 3 grinders to grind up all large objects that could possibly damage our influent and sludge pumps further down the treatment process.
- Primary Sedimentation: The next treatment process is a physical treatment process where solids that settle or float are removed and sent to the digesters for further processing.
- Activated Sludge: Next is the activate sludge process. This process is a biological
 wastewater treatment process that uses microorganisms to speed up the
 decomposition of wastes. When activated sludge is added to wastewater, the
 microorganisms feed and grow on waste particles in the wastewater. As the organisms
 grow and reproduce, more and more waste is removed, leaving the wastewater partially
 cleaned. To function efficiently, the mass of organisms needs a steady balance of food
 and oxygen. These tasks are closely monitored by the operations staff.
- Secondary Clarification: Next is secondary clarification, like primary sedimentation/clarification, this also is a physical treatment process where solids that settle or float are removed and sent to the next treatment process. The difference between Secondary Clarification and primary sedimentation is that the solids removed from the secondary clarifiers goes to 2 places. Some goes to waste to the DAFT and some goes back to the activated sludge process for further treatment. (Microorganisms must be returned to the activated sludge process to keep an equal balance of food and microorganisms).
- **DAFT (dissolved air floatation thickener):** Next is the DAFT. The dissolved air floatation thickening process uses air bubbles to thicken WAS(waste active sludge) solids removed from the secondary clarifier, by floating solids to the tank surface, where they are removed and sent to the digesters for final processing.
- **Sludge Digestion:** In the anaerobic digestion process, all the organic material removed from the primary sedimentation tanks and DAFT's are digested by anaerobic bacteria. The end products are methane, carbon dioxide, water and neutralized organic matter.
- Solids Handling: This is the process where all the neutralized sludge from the digester is finally treated. Sludge from the digester is pumped to the screw press where it is conditioned with a polymer (chemical that reacts with the sludge to remove the water from the sludge and bind the sludge particles together) in order to dewater the sludge and produce a dry cake for final disposal to the Redwood landfill.

Glossary of terms continued...

- **Disinfection:** This is the end point for the wastewater- at this point wastewater flows through the chlorine contact tank. This contact tank allows for enough contact time for chlorine solution to disinfect the wastewater. Sodium bisulfite is introduced at the end of the tank to neutralize any residual chlorine to protect the bay.
- MLSS (mixed liquor suspended solids): Suspended solids in the mixed liquor of an aeration tank measured in mg/l
- MCRT (mean cell resident time): An expression of the average time that a microorganism will spend in the activated sludge process.
- **SVI (sludge volume index):** This is a calculation used to indicate the settling ability of activated sludge in the secondary clarifier.
- RAS (return activated sludge): The purpose of returning activated sludge, is to maintain a sufficient concentration of activated sludge in the aeration tank.
- WAS (waste activated sludge): To maintain a stable process, the amount of solids added each day to the activated sludge process are removed as WAS. We track this by our MCRT which averages 3 days
- TWAS (thickened waste activated sludge): The WAS is thickened in the DAFT and the thickened sludge is then pumped to the digester.
- MPN (most probable number): Concentrations of total coliform bacteria are reported as the most probable number. The MPN is not the absolute count of the bacteria but a statistical estimate of their concentration.
- **Bio-solids:** Anaerobic digested sludge is pumped to a screw press where excess water is removed to reduce the volume (and weight) thus producing an end result called biosolids.
- **Polymer:** Organic polymers are added to digested sludge to bring out the formation of larger particles by bridging to improve processing.

Wastewater Acronyms

ACWA Assoc of California Water Agencies **APWA** American Public Works Association AWWA American Water Works Association **BAAQMD** Bay Area Air Quality Management District BACWA Bay Area Clean Water Agencies BAPPG: Bay Area Pollution Prevention Group California Special Districts Association CASA California Association of Sanitation Agencies **CSDA** CSRMA: California Sanitation Risk Management Authority CAAQS California Ambient Air Quality Standard California Accidental Release Prevention Program CalARP CARB California Air Resources Board CDO Cease and Desist Order CECs Constituents of Emerging Concern CEQA California Environmental Quality Act **CIWQS** California Integrated Water Quality System CFR Code of Federal Regulations CMOM Capacity, Management, Operation and Maintenance California Integrated Waste Management Board **CIWMB** CPUC California Public Utilities Commission cso **Combined Sewer Overflow** California Toxics Rule CTR **CWA** CWAP Clean Water Act Clean Water Action Plan Clean Water Authority Restoration Act CWARA **CWEA** California Water Environment Association **Dept of Health Services** DHS DTSC **Dept of Toxic Substances Control EBEP Enclosed Bays and Estuaries Plan EDW Effluent Dominated Water body** EIS/EIR Environmental Impact Statement/Report FΡΑ **Environmental Protection Agency ERAF Educational Reserve Augmentation Fund ESMP Electronic Self-Monitoring Report** FOG Fats, Oils and Grease GASB **Government Accounting Standards Board ISWP** Inland Surface Waters Plan JΡΑ Joint Powers Authority **LAFCO** Local Agency Formation Commission LOCC League of California Cities MACT Maximum Achievable Control Technology (air controls) MCL Maximum Contaminant Level MMP MOU Memorandum of Understanding Mandatory Minimum Penalty MUN NACWA National Association of Clean Water Agencies Municipal Drinking Water Use NGOs Non Governmental Organizations NOX Nitrogen Oxides **NPDFS** Nat'l Pollutant Discharge Elimination System NRDC Natural Resources Defense Council NTR National Toxics Rule OWP: Office of Water Programs OSHA: Occupational Safety and Health Administration **PCBs** Poly Chlorinated Biphenyls **POTWs Publicly Owned Treatment Works PPCPs** Pharmaceutical and personal Care Products QA/QC Quality Assurance / Quality Control IX Western Region of EPA (CA, AZ, NV & HI) Region **RFP Request For Proposals** RMP Risk Management Program **RWQCB** RFQ **Request For Qualifications** Regional Water Quality Control Board SEP **Supplementary Environmental Projects** State Implementation Policy (CTR/NTR criteria) SFEI: San Francisco Estuary Institute SRF State Revolving Fund SSMP Sewer System Management Plan SSO Sanitary Sewer Overflow **SWRCB** State Water Resources Control Board **TMDL** Total Maximum Daily Load WDR Waste Discharge Requirements WEF Water Environment Federation WERF Water Environment Research Foundation WET Whole Effluent Toxicity or Waste Extraction Test WMI Watershed Management Initiative WRFP Water Recycling Funding Program

WWTP

Wastewater Treatment Plant

WWWIFA Water and Wastewater Infrastructure Financing

WRDA

WQBEL

Agency

Water Resource Development Act

Water Quality Based Effluent Limitation

Pension and OPEB Funding

Marin Sanitary District No. 5, CA
October 2021

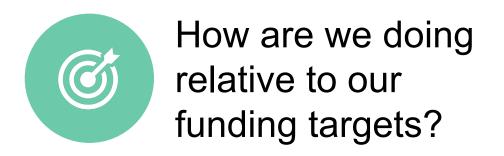




Understanding Pension Funding













Pension Basics



Retirement Benefits

- Provided through California Public Employees Retirement System (CalPERS)
- More than just retirement benefits
 - Disability
 - Survivor
 - Refund of Contributions
- Revised benefit structure for employees hired on or after January 1, 2013 due to Public Employees Pension Reform Act (PEPRA)



District has Two Miscellaneous Benefits

	Miscellaneous	PEPRA Miscellaneous
Hire Date	On or before 12/31/12	On or after 1/1/13
Formula	2.7% @ 55	2% @ 62
Final Pay Period	12 months	36 months
COLA	2% per year	2% per year
Employee Contributions	8% of pay	6.75% of pay (50% of Normal Cost)





Pension Funding



Pension Funding

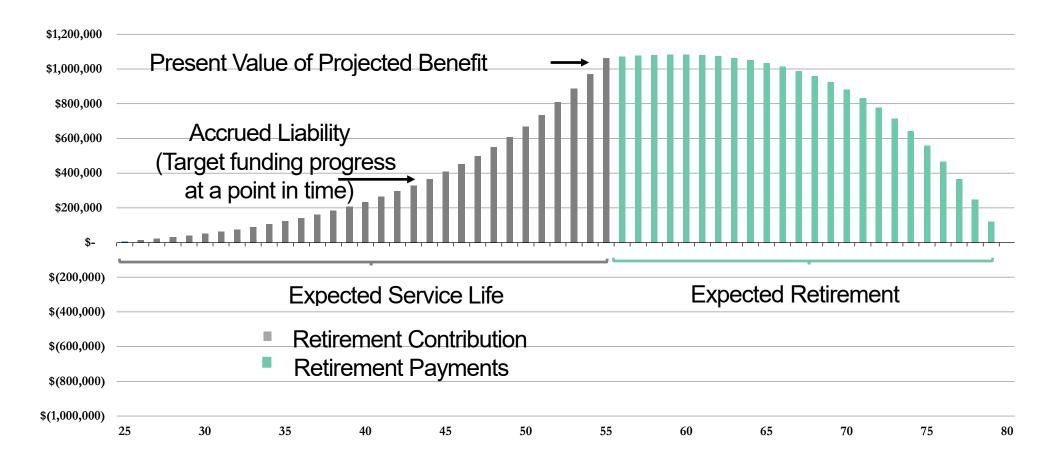
Accumulate funds while working, Pay benefits after retirement starts

Participant or pension fund set retirement goals:

- Target retirement age
- Life expectancy
- Target investment earnings rate
- Target savings balance or replacement income goal
- Goals/Expectations determine initial savings rate estimated to achieve retirement goals

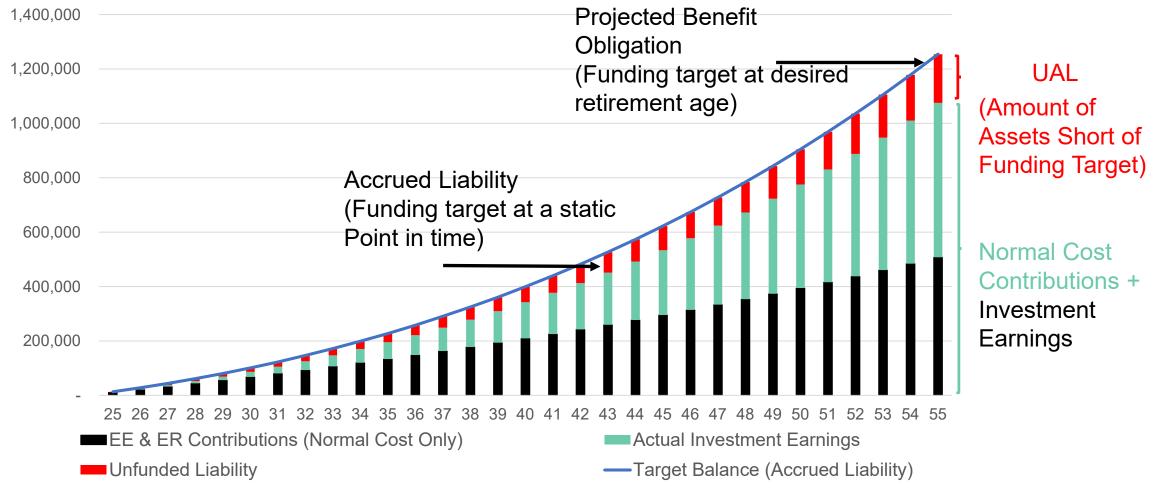


Annual Contributions during Workers Employment are referred to as Normal Cost



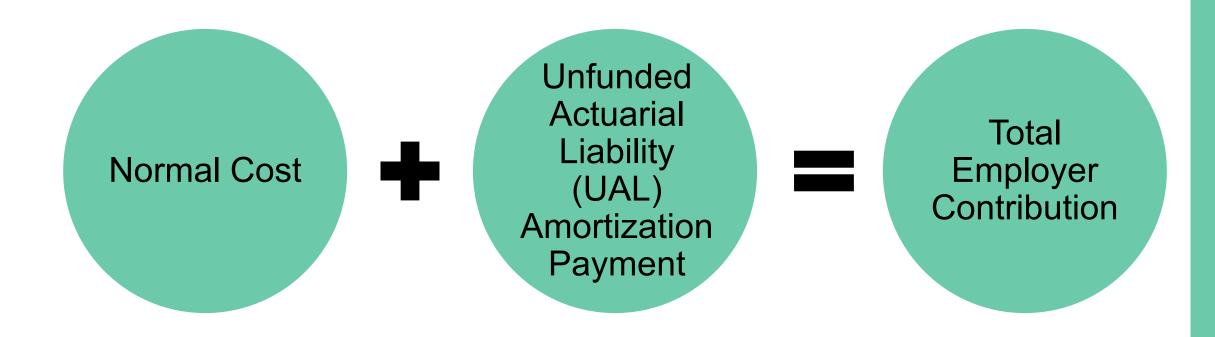


Experience Different than the Assumption can lead to Unfunded Actuarial Liability





Actuarially Determined Contribution





Pension Funding through CalPERS

- Normal Cost the cost for current service
 - Paid as a percent of payroll
 - Increases when payroll increases, decreases when payroll decreases
- UAL Contribution payment toward past service
 - Paid as a dollar amount each year





Hurdles & Considerations



Events & Concerns

- Historically, most Unfunded Actuarial Liability (UAL) comes from
 - Changes in Actuarial Assumptions
 - Investment Returns less than the assumed Discount Rate
- CalPERS earned 21.3% in Plan Year ended June 30, 2021
- This triggered their Funding Risk Mitigation Policy, requiring a 0.2% drop in the Discount Rate to 6.8%
- Projected Capital Market Assumptions (CMA's) on future investment returns projected to underperform 6.8%
 Investment Earning Goal both in the near term (10 Years 4.85%) and long-term (30 Years 6.42%)
- Potential further reductions to discount rate November

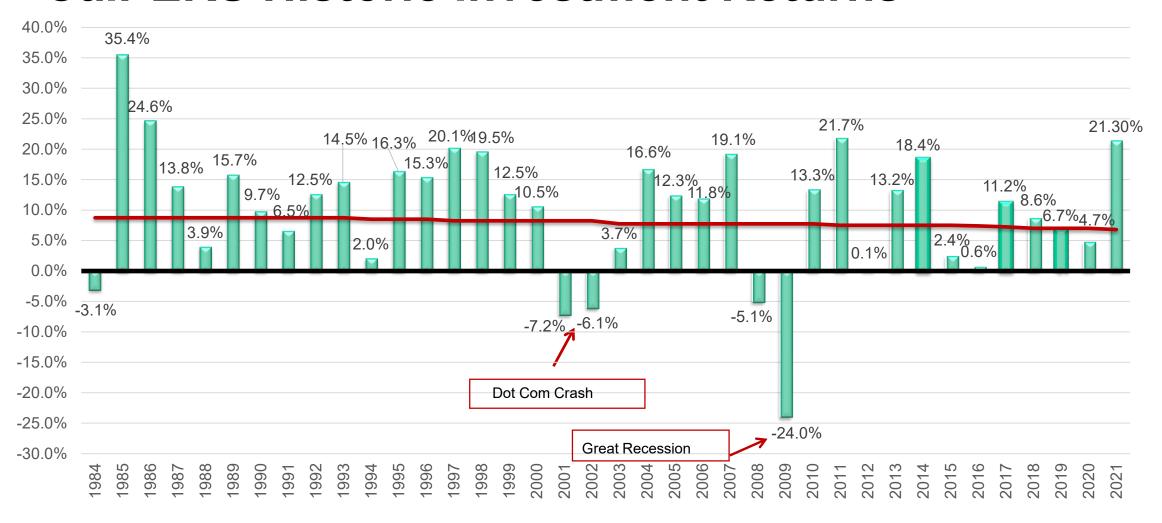
Historical Factors Impacting Funded Status

Look Beyond What You See Today



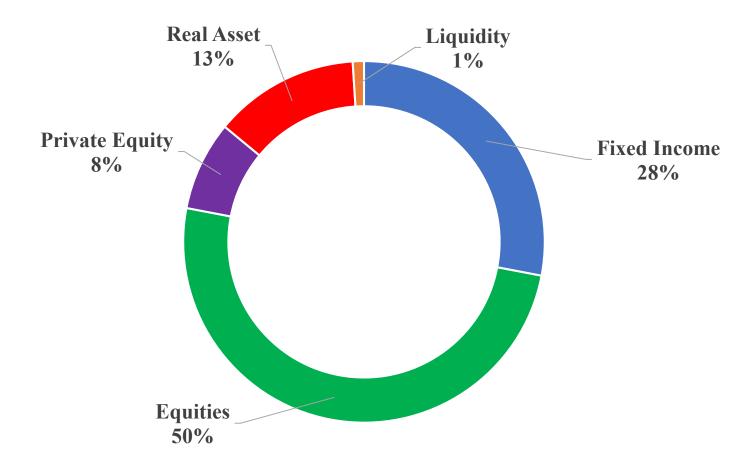


CalPERS Historic Investment Returns





New Asset Allocation Effective June 30, 2020



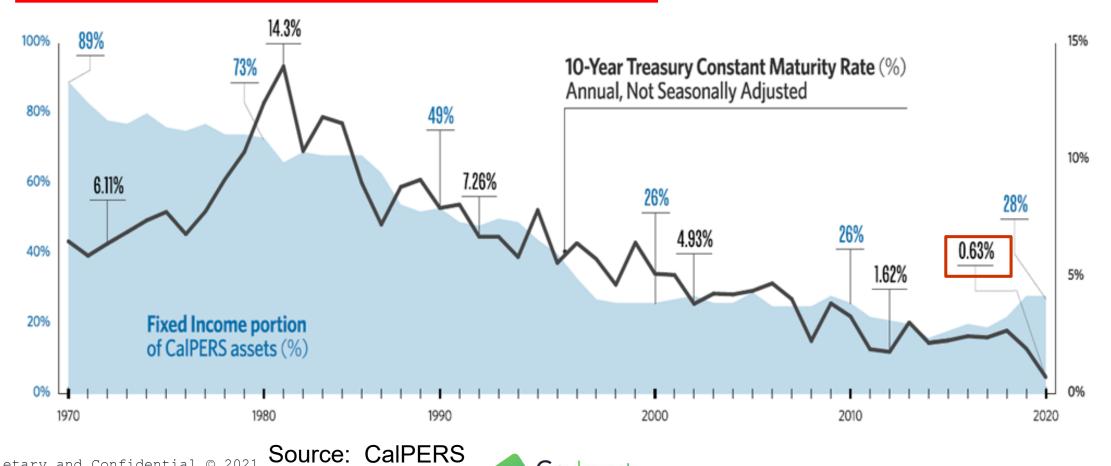
*Source: *"CalPERS and Employers: Fiscal Year Returns, Cost Impacts and Our Path Forward", 7/21/2020



Challenges to Achieving Target Returns

US Treasury Yields Reduced to Near Zero

We Need to Take Risks to Achieve Returns







How is Sanitary District No. 5 Doing?

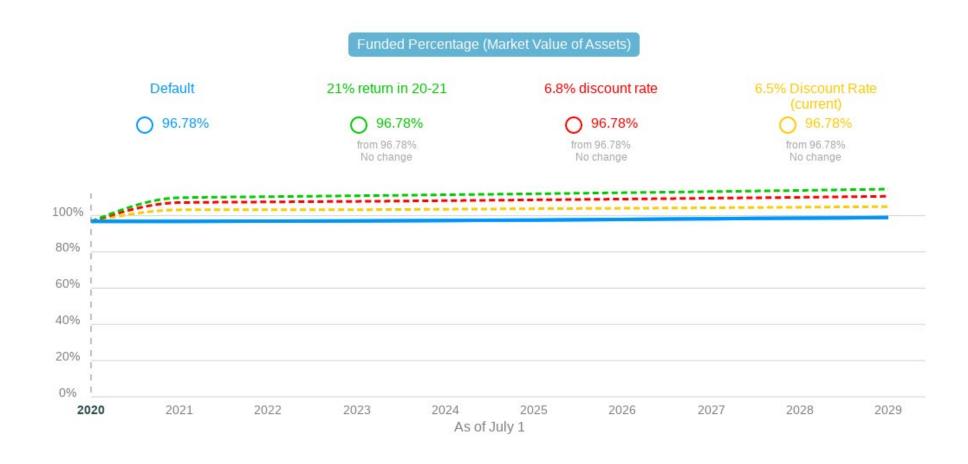


(UAL)



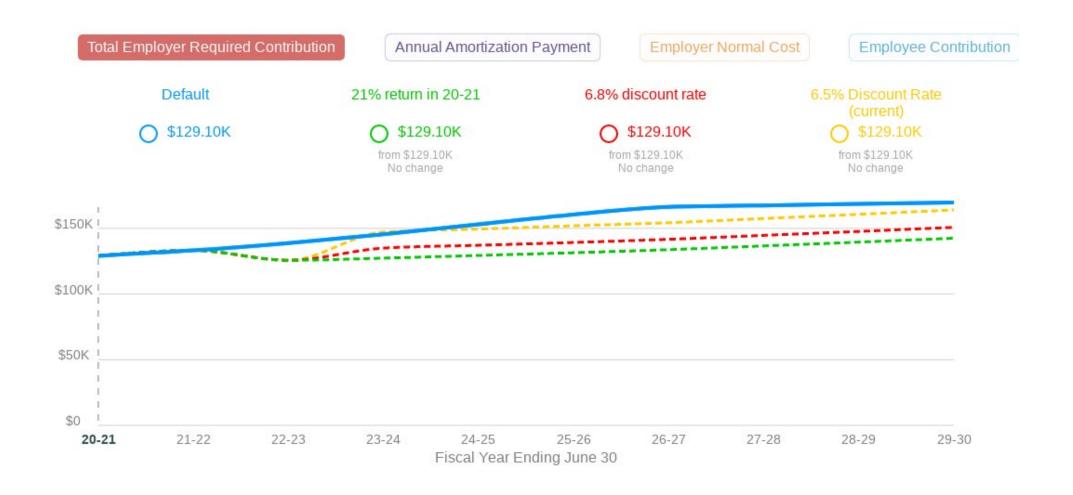


Plan Funded Status (Various Investment Return Scenarios)





Required Employer Contribution





OPEB



Other Post-Employment Benefits (OPEB)

- Potentially Includes
 - Retiree Health Benefits
 - Retiree Dental Benefits
 - Retiree Vision Benefits
 - Retiree Life Insurance Benefits
- Excludes
 - Pensions
 - Severance Pay
- Marin Sanitary District 5 only provides Retiree Health Benefits



OPEB – Where Are We Now?

Report Date
June 30, 2020

Unfunded Liability

\$848K

Funded Percentage

45.2%

Measurement Date

June 30, 2019

*Payroll = \$888K

Actuarially
Determined
Contribution
FY 20-21

\$107K

ADC as a Percent of Pay FY 20-21*

12.3%





Questions





Disclaimer

While tested against actuarial valuation results, the software results will not necessarily match actuarial valuation results, as no two actuarial models are identical. The software offers financially sound projections and analysis; however, outputs do not guarantee compliance with standards under the Government Accounting Standards Board or Generally Accepted Accounting Principles. The software and this presentation are not prepared in accordance with standards as promulgated by the American Academy of Actuaries, nor do outputs or this presentation constitute Statements of Actuarial Opinion. GovInvest has used census data, plan provisions, and actuarial assumptions provided by Customer and/or Customer's actuary to develop the software for Customer. GovInvest has relied on this information without audit.



Agenda – Notes of Explanation

Sanitary District No. 5 Special Board Meeting

October 21, 2020

Review and approve Resolution 2021-06: A Resolution Establishing a One-time Employee Early Exit Plan for FY21-22.

STAFF REPORT:

In a cost-cutting measure due to budget shortfalls, the District, in 2010, approved a one-time early exit incentive program to prevent layoffs/furloughs. That one-time early-exit incentive was taken by one employee, for a payout of \$35K.

To be clear, the District is not in the same position as we were in 2010, but we are preparing to perform a rate study to determine updated cost of service.

In 2020, the District experienced the temporary and/or permanent closures of many of our commercial establishments as a result of pandemic-related issues. Those closures/slow-down of commercial activity resulted in reduced water consumption/wastewater generation in our service area. As a result, the District's calculated commercial revenue was \$150K less than it was a year ago, prior to COVID-19. It is anticipated to remain the same for one more fiscal year based on current water use projections.

In an effort to seek ways to reduce salary and benefit costs, we have determined that a one-time early-exit incentive would be an opportunity to potentially reduce some salary and benefit costs. Salary and benefits saving projections are between \$47k - \$77k per 1 employee if they were to take the incentive and that employee is replaced with an entry-level employee.

The program is limited to those who have at least 5+ years with the District and this one-time program, if approved, is limited to a maximum of two employees based off seniority.

Payment in exchange for resignation/retirement is equivalent to the employees hourly rate of pay x 40 (hrs per week) x Years of service with a maximum payout of \$45K (cap).

Example: Employee 1 earns \$40/hr and has 10 years of service with the District. This employee's formula would be: \$40/hr x 40hr/week x 10 years of service = \$16,000 early exit incentive payout.

FISCAL IMPACT:

The District has \$100k budgeted this fiscal year for this one time exit incentive, however we do not anticipate expenditures over \$80K if two employees were to take this incentive.

CEQA (California Environmental Quality Act)

Not applicable

Recommendation:

Approve Resolution 2021-06: A Resolution Establishing a One-time Employee Early Exit Plan for FY21-22

Tony Rubio, District Manager

ATTACHMENT:

Resolution 2021-06 and SD5 Early Exit Incentive Agreement.

RESOLUTION 2021 -06

SANITARY DISTRICT NO. 5 OF MARIN COUNTY

A RESOLUTION ADOPTING AN EARLY EXIT INCENTIVE POLICY FOR DESIGNATED EMPLOYEES

WHEREAS, the Board of Directors has authority to reduce its workforce due to reorganization, financial or other business reasons; and

WHEREAS, in an effort to attempt to reduce total salary and benefit costs, the Board of Directors wishes to implement an early exit incentive policy for designated employees; and

NOW, THEREFORE IT BE RESOLVED, by the Board of Directors of Sanitary District No. 5 of Marin County, California, the following:

- I. An early exit incentive policy is established based on the following criteria:
 - A. Eligible Employees Employees with a minimum of 5 years of service with Sanitary District No.5 of Marin County.
 - B. There is a maximum cap of 2 employees for this one time exit incentive. In the even that more than 2 employees submit their interest for this incentive, the priority will be given based off seniority.

An employee holding a position in one of the following classifications is eligible for an early exit incentive:

- a. Operations
- b. Maintenance
- c. Administration
- C. Early Exit Incentive

Eligible employees who resign by no later than December 31, 2021 are entitled to receive an early exit incentive. The early exit incentive consists of a lump sum payment equal to the employee's hourly rate of pay X 40hrs X Years of service and must not exceed \$45,000 to be paid to the employee.

D. Requirements

In order to receive an early exit incentive, the employee must notify the District no later than December 16, 2021 and enter into a waiver and release agreement no later than 5 days after receiving the agreement.

- II. The District Manager is authorized to sign all waiver and release agreements required by this policy.
- III. The District Manager shall provide notice of these policies to all eligible employees.

* * * * * * * * * * * *

The foregoing Resolution No. 2021-06 was passed and adopted by the Board of Directors of the Marin Sanitary District No. 5 of Marin County, on the 21st day of October 2021, by the following vote:

AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
Approved:	Attest:
Richard Snyder President, Board of Directors	Omar Arias-Montez Secretary, Board of Directors

VOLUNTARY EARLY SEPARATION AGREEMENT AND GENERAL RELEASE

This Voluntary Early Exit/ Separation Agreement and General Release ("Agreement") is entered into between, an individual, ("Employee") and the Sanitary District No. 5 of Marin County, a public entity, ("DISTRICT"). Employee								
and DISTRICT are collectively referred to as the "PARTIES."								
A. WHEREAS, a variety of factors have created the need for the DISTRICT to evaluate staffing numbers including, but not limited to: the interests of economy and efficiency; reorganization for financial reasons; and a loss of revenue due to COVID-19;								
B WHEREAS, the Board of Directors met on, 2021, and approved a Voluntary Early Separation Incentive Program ("PROGRAM") in order to minimize or avoid the need for reorganization of staff;								
C. WHEREAS, the PROGRAM provides a cash-based incentive to eligible Employees who wish to voluntarily resign from DISTRICT employment on or before December 31, 2021.								
D WHEREAS, the DISTRICT sent all full-time Employees a memorandum from the DISTRICT Manager, dated October 25, 2021, which notified them of the Board of Director's action to approve the PROGRAM which offers all full-time Employees who have at least 5 years of service with the DISTRICT and are employed in the following classifications: Operations, Maintenance, Administration, a lump sum payment equal to the employees hourly rate of pay X 40 hrs. X years of service with the DISTRICT with a maximum cap of \$45,000 in consideration for the Employee's voluntary resignation by no later than December 31, 2021. This one-time voluntary early separation incentive PROGRAM is limited to two employees. In the event more than two eligible employees express an interest in the Program by October 31, 2021, the PROGRAM will be available to the two eligible employees with the most years of service with the DISTRICT.								
E. WHEREAS, the DISTRICT has identified eligibility factors for the PROGRAM, time limits applicable to the PROGRAM, job titles and ages of all individuals eligible or selected for the program, and the ages of all individuals in the same job classification or organizational units who are not eligible or selected for the PROGRAM. The PROGRAM disclosures are attached to this AGREEMENT as Appendix "A."								
F. WHEREAS, Employees interested in participating in the PROGRAM were invited to notify the DISTRICT's Human Resources Department by no later than October 31, 2021.								

- G. WHEREAS, EMPLOYEE voluntarily desires to resign in order to receive that incentive and the parties wish to resolve any and all bona fide disputes between them;

 H. WHEREAS, EMPLOYEE has been continuously employed with the DISTRICT since ______, and possesses _______ years of full-time employment with the DISTRICT (DISTRICT ("DISTRICT EMPLOYMENT") OR "EMPLOYMENT").

 I. On or around _______, 2021, EMPLOYEE timely notified the DISTRICT of EMPLOYEE's interest in the Program.
- J. The DISTRICT has determined that EMPLOYEE is eligible for the Program.

NOW, THEREFORE, in consideration of the covenants and agreements contained in this AGREEMENT, the PARTIES agree as follows:

TERMS AND SETTLEMENT

1. CONSIDERATION

In consideration for the mutual promises contained in this AGREEMENT, the PARTIES agree as follows:

- 1.1 <u>Payment</u>. In exchange for the promises and releases set forth herein, the DISTRICT shall provide EMPLOYEE with a one time lump sum payment of <u>TBD dollars and no cents</u> (\$00,000.00). "INCENTIVE PAYMENT"). The PARTIES agree that the INCENTIVE PAYMENT shall be subject to all state and federal withholding requirements. The INCENTIVE PAYMENT shall be remitted to EMPLOYEE by check or by direct deposit within fifteen (15) business days following the EMPLOYEE's SEPARATION DATE set forth in Paragraph 1.2.
- 1.2 <u>Voluntary Resignation</u>. EMPLOYEE agrees that EMPLOYEE's signature on this AGREEMENT shall be deemed a voluntary and irrevocable resignation of EMPLOYEE's employment with the DISTRICT, effective at 12:01 a.m. on the EFFECTIVE DATE set forth in Paragraph 2.4.g ("RESIGNATION"). EMPLOYEE and DISTRICT mutually agree that EMPLOYEE's last day of employment pursuant to this RESIGNATION shall be December 31, 2021, and that EMPLOYEE shall be effectively separated from DISTRICT EMPLOYMENT on December 31, 2021 ("SEPARATION DATE"). EMPLOYEE further understands and agrees that the RESIGNATION shall be accepted by the DISTRICT and be binding and irrevocable as of the EFFECTIVE DATE, and that the DISTRICT is acting in reliance upon the RESIGNATION, and that the DISTRICT shall be under no obligation or duty to consider, accept, or in any way allow any attempt by EMPLOYEE to rescind the RESIGNATION.
- 1.3 <u>Return of Property</u>. No later than close of business on the SEPARATION DATE, EMPLOYEE shall return all of the DISTRICT'S property in EMPLOYEE'S

possession including but not limited to keys, office equipment, identification cards, documents, materials, and all other DISTRICT property in whatever form.

- 1.4 <u>Unemployment Insurance</u>. EMPLOYEE agrees and understands that the RESIGNATION made pursuant to this AGREEMENT is entirely voluntary and thereby renders EMPLOYEE ineligible for Unemployment Insurance benefits. Nothing in this AGREEMENT shall be construed to prohibit the DISTRICT from responding to any request for factual information it receives from the Employment Development Department in the processing or review of any application for Unemployment Insurance.
- 1.5 <u>Final Settlement Pay</u>. EMPLOYEE agrees and understands that the INCENTIVE PAYMENT shall be considered "final settlement pay" as that term is defined in Government Code section 20636, and shall be excluded from the DISTRICT's payroll reporting to CalPERS as either payrate or compensation earnable for the EMPLOYEE.
- 1.6 Full Consideration. EMPLOYEE acknowledges and agrees that the DISTRICT would not provide the INCENTIVE PAYMENT pursuant to the terms of this AGREEMENT but for the execution of this AGREEMENT and the fulfillment of the promises contained herein. EMPLOYEE acknowledges and agrees that INCENTIVE PAYMENT is voluntarily provided by the DISTRICT in exchange for the promises and releases set forth herein, and is not being provided pursuant to any legal, contractual (other than this AGREEMENT), or other obligation of the DISTRICT. EMPLOYEE acknowledges and agrees that the INCENTIVE PAYMENT shall constitute the entire amount of monetary consideration provided to EMPLOYEE under this AGREEMENT. EMPLOYEE further understands and agrees that EMPLOYEE has received all unpaid wages due to EMPLOYEE in the ordinary course of EMPLOYEE's employment.
- 1.7 <u>CalPERS Service Retirement</u>. The DISTRICT understands that EMPLOYEE may be eligible to pursue service retirement through the California Public Employee's Retirement System ("CalPERS"). Should EMPLOYEE elect to retire, the DISTRICT agrees to fully cooperate with CalPERS in processing EMPLOYEE'S voluntary service retirement. EMPLOYEE acknowledges that the DISTRICT cannot direct CalPERS and has no control over the decisions of CalPERS with regard to EMPLOYEE'S retirement or any component of EMPLOYEE'S retirement. Consequently, the DISTRICT makes no representations or guarantees about any aspects of EMPLOYEE'S potential retirement. Additionally, EMPLOYEE understands that it is EMPLOYEE'S sole responsibility to pursue a retirement through CalPERS. If EMPLOYEE elects not to file for retirement with CalPERS, such election will have no impact on the RESIGNATION or the other terms of this AGREEMENT.

2. WAIVER AND RELEASE OF CLAIMS

2.1 <u>General Release</u>: EMPLOYEE agrees that this release of claims includes all claims or disputes of every kind or nature arising from or related to EMPLOYEE'S EMPLOYMENT with the DISTRICT and the termination of EMPLOYEE's employment with the DISTRICT that may exist as of the EFFECTIVE DATE set forth in Paragraph 2.4.g, including but not limited to, common law, statutory or tort claims for breach of implied or express contract or covenant, promissory estoppel,

personal injury, negligence, wrongful termination, violation of public policy, defamation, invasion of privacy, fraud, misrepresentation, emotional distress, attorney's fees, failure to accommodate, failure to engage in the interactive process, failure to provide insurance or leave benefits; claims related to or arising from any pension or retirement benefits; claims of harassment, retaliation or discrimination based on any legally protected status or criteria; claims under California Labor and Government Codes; claims based upon the California Constitution; claims based on any federal, state or other governmental statute, regulation or ordinance, including, without limitation: the California Family Rights Act, the Family and Medical Leave Act, the California Fair Employment & Housing Act, Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Labor Relations Management Act, the Meyers-Milias-Brown Act, the Employee Retirement Income Security Act, and any and all other potential claims arising from the EMPLOYEE'S EMPLOYMENT with the DISTRICT which may lawfully be waived pursuant to this AGREEMENT ("RELEASED CLAIMS").

- 2.2 <u>Effect</u>. EMPLOYEE expressly acknowledges and agrees that the RELEASED CLAIMS against the DISTRICT, each of its departments, as well as each of its past, present or future officers, directors, Employees, officials, agents, representatives, attorneys, assignees, successors, benefit plans, trusts, and fiduciaries are forever barred by this AGREEMENT.
- 2.3 <u>Release of Unknown Claims</u>. EMPLOYEE agrees and intends that the foregoing release shall be construed broadly and apply to all claims, charges, actions, suits, demands, obligations, damages, injuries, liabilities, losses, and causes of action of every character, nature, kind or description, known or unknown, and suspected or unsuspected that EMPLOYEE may have against the DISTRICT, its officers, agents, Employees, former Employees, or representatives that may exist as of the EFFECTIVE DATE set forth in Paragraph 2.4.g.

EMPLOYEE expressly acknowledges that EMPLOYEE is aware of the existence of California Civil Code § 1542 and its meaning and effect. EMPLOYEE expressly acknowledges that EMPLOYEE has read and understands the following provision of that section which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

EMPLOYEE expressly waives and releases any right to benefits that EMPLOYEE may have under California Civil Code § 1542 to the fullest extent EMPLOYEE may do so lawfully. EMPLOYEE further acknowledges that EMPLOYEE may later discover facts different from or in addition to those facts now known to EMPLOYEE or believed by EMPLOYEE to be true with respect to any or all of the matters covered by this AGREEMENT, and that this AGREEMENT nevertheless shall remain in full and complete force and effect.

2.4 <u>Waiver Of Rights Or Claims Arising Under The Age Discrimination In</u> Employment Act ("ADEA") and the Older Workers Benefit Protection Act ("OWBPA").

The Age Discrimination in Employment Act of 1967 ("ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act ("OWBPA", 29 U.S.C. §§ 626, et. seq., Pub L 101-433, 104 Stat. 978 (1990)) further augments the ADEA and prohibits the waiver of any right or claim under the ADEA unless the waiver is knowing and voluntary. By entering into this AGREEMENT, EMPLOYEE acknowledges that EMPLOYEE is knowingly and voluntarily, for just compensation in addition to anything of value to which EMPLOYEE was already entitled, waiving and releasing any rights EMPLOYEE may have under the ADEA and/or OWBPA. EMPLOYEE further acknowledges that EMPLOYEE has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

- (a) The waivers and releases in this AGREEMENT are written in a manner understood by EMPLOYEE;
- (b) EMPLOYEE is aware of and has been advised of EMPLOYEE's rights under the ADEA and OWBPA, and of the legal significance of his waiver of any possible claims EMPLOYEE currently may have under the ADEA, OWBPA, or similar age discrimination laws;
- (c) This AGREEMENT was presented to EMPLOYEE on November 1, 2021. EMPLOYEE has until December 16, 2021 to review and consider the AGREEMENT ("REVIEW PERIOD"). EMPLOYEE is entitled to this REVIEW PERIOD as reasonable time of at least forty-five (45) days within which to review and consider this AGREEMENT, and the waiver and release of any rights EMPLOYEE may have under the ADEA, the OWBPA, or similar age discrimination laws, but EMPLOYEE may, in the exercise of EMPLOYEE'S own discretion, sign or reject this AGREEMENT at any time before the expiration of the REVIEW PERIOD;
- (d) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA after the EFFECTIVE DATE of this AGREEMENT;
- (e) EMPLOYEE has been advised by this writing that EMPLOYEE should consult with an attorney <u>prior</u> to executing this AGREEMENT;
- (f) EMPLOYEE understands EMPLOYEE has the right to discuss this waiver and release with legal counsel of choice and EMPLOYEE does not need any additional time within which to review and consider this AGREEMENT or engage in further discussions with said legal counsel;
- (g) REVOCATION PERIOD EMPLOYEE has seven (7) days following the parties' full and complete execution of this AGREEMENT to revoke the AGREEMENT (the date of expiration of this seven-day period shall be referred to as the

"EFFECTIVE DATE"). The revocation must be in writing and received by the DISTRICT'S District Manager at trubio@sani5.org within the revocation period; and

(h) This AGREEMENT shall not be effective until the EFFECTIVE DATE.

2.5 Withdrawal and Modification

- (a) If EMPLOYEE does not provide the DISTRICT with a properly executed copy of this AGREEMENT by December 16, 2021, the offer and terms and conditions contained in this AGREEMENT will be withdrawn.
- (b) The REVIEW PERIOD in paragraph 2.4.c does not preclude EMPLOYEE from executing this AGREEMENT before December 16, 2021]. If the EMPLOYEE executes this AGREEMENT prior to the expiration of the REVIEW PERIOD, such execution is knowing and voluntary. The DISTRICT will not provide more favorable terms nor will the DISTRICT incentivize the EMPLOYEE to execute this AGREEMENT prior to the REVIEW PERIOD's expiration.
- (c) The PARTIES agree that modifications to this AGREEMENT after November 1, 2021, whether material or immaterial, will not restart the REVIEW PERIOD.
- 2.6 <u>Waiver of Additional Claims</u>. EMPLOYEE hereby waives any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant to the provisions of Paragraphs 2.1 through 2.4, above.
- 2.7 EMPLOYEE affirms that EMPLOYEE currently has no No Actions. action, charge, or administrative claim pending before any court of law, governmental body, or administrative agency, either on the federal or state level. To the extent EMPLOYEE has filed any grievance, action, claim, or dispute related to his employment with EMPLOYER prior to the execution of this AGREEMENT, EMPLOYEE agrees to withdraw such action with prejudice. EMPLOYEE further agrees that EMPLOYEE will not at any time in the future pursue any employment personnel appeal or internal grievance or file any claim for individual relief with any governmental agency or any court arising out of or in any way related to EMPLOYEE'S employment. Nothing in this Agreement shall limit EMPLOYEE'S right to file a charge or complaint with any state or federal agency or to participate or cooperate in such a matter. However, by executing this AGREEMENT, EMPLOYEE hereby agrees to, and does, waive EMPLOYEE'S right to recover monetary damages in any charge or lawsuit filed by EMPLOYEE or anyone else on EMPLOYEE'S behalf.

3. <u>INFORMED CONSENT</u>

EMPLOYEE expressly acknowledges and represents that EMPLOYEE has read this AGREEMENT and fully understands the meaning and effect of each and every provision of this AGREEMENT, in particular the meaning and effect of the release of all claims and waiver of rights under California Civil Code section 1542, as set forth in Paragraph 2.3.

4. <u>REPRESENTATIONS AND WARRANTIES</u>

Each of the PARTIES to this AGREEMENT represents and warrants to, and agrees with, each other party as follows:

- 4.1 <u>Advice of Counsel</u>: Each party is aware of its right to receive, or has received, independent legal advice from its attorney(s) with respect to the advisability of making the settlement provided for herein, with respect to the advisability of executing this AGREEMENT, and with respect to the meaning of California Civil Code § 1542.
- 4.2 <u>Voluntary Agreement:</u> The PARTIES certify, warrant and represent that they were not, as of the date of this AGREEMENT, or as a consequence of this AGREEMENT, under any physical duress, or other threat of harm or injury, and that they have entered into this AGREEMENT freely and voluntarily.
- 4.3 <u>Joint Negotiation:</u> The PARTIES acknowledge that this AGREEMENT was jointly negotiated and reviewed and approved by each of them. The AGREEMENT shall not be construed by any court of law or equity against any party solely by virtue of any party having drafted this AGREEMENT.
- 4.4 <u>No Fraud in Inducement</u>: No party (nor any officer, agent, Employee, representative, or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission, or promise of any other party (or of any officer, agent, Employee, representative, or attorney of or for any party) in executing this AGREEMENT, except as expressly stated in this AGREEMENT.
- 4.5 <u>Independent Investigation</u>: Each party to this AGREEMENT has made such investigation of the facts pertaining to this AGREEMENT and all the matters pertaining thereto, as it deems necessary.
- 4.6. <u>Comprehension and Authority</u>: Each party or responsible officer thereof has read this AGREEMENT and understands the contents hereof. Any Employee or representative of the DISTRICT executing this AGREEMENT on behalf of the DISTRICT is empowered to do so and hereby bind the DISTRICT.
- 4.7 <u>Mistake Waived:</u> In entering into this AGREEMENT and the settlement provided for herein, each party assumes the risk of any misrepresentation, concealment, or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith, including without limitation on the generality of the foregoing any alleged right or claim to set aside or rescind this AGREEMENT. This AGREEMENT is intended to be and is final and binding between the parties, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

- 4.8 <u>Later Discovery</u>: Each party is aware that it may hereafter discover claims or facts in addition to or different from those it now knows or believes to be true with respect to the matters related herein. Nevertheless, it is the intention of the PARTIES to fully, finally, and forever settle and release all such matters, and all claims relative thereto, which do now exist, may exist, or have previously existed between EMPLOYEE and the DISTRICT as of the EFFECTIVE DATE set forth in Paragraph 2.4.g. In furtherance of such intention, the releases given by EMPLOYEE here shall be and remain in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.
- 4.9 <u>No Compensation or Benefits Due:</u> EMPLOYEE expressly acknowledges and represents that the DISTRICT owes EMPLOYEE no wages, bonuses, accrued leave, severance pay, retirement or pension benefits or enhancements, or any other compensation, benefits, payments, or form of remuneration of any kind or nature, other than that paid to EMPLOYEE upon termination and specifically provided for in this AGREEMENT.
- 4.10 Ownership of Claims: EMPLOYEE represents and warrants as a material term of this AGREEMENT that EMPLOYEE has not assigned, transferred, released, or granted to any person and/or entity any of the RELEASED CLAIMS. In executing this AGREEMENT, EMPLOYEE further warrants and represents that none of the RELEASED CLAIMS will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.
- 4.11 <u>Future Cooperation</u>: The PARTIES will execute all such further and additional documents as shall be reasonable, convenient, necessary, or desirable to carry out the provisions of this AGREEMENT.

5. MISCELLANEOUS

- 5.1 <u>No Admission</u>: Nothing contained herein shall be construed as an admission by the parties of any liability of any kind. Each of the parties hereto denies any liability in connection with any claim and intends hereby solely to avoid litigation and buy its peace.
- 5.2 <u>Governing Law</u>: This AGREEMENT has been executed and delivered within the State of California, and the rights and obligations of the PARTIES shall be construed and enforced in accordance with, and governed by, the laws of the State of California.
- 5.3 <u>Full Integration</u>: This AGREEMENT is the entire agreement between the PARTIES with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing, signed by the PARTIES.
- 5.4 <u>Continuing Benefit</u>: This AGREEMENT is binding upon and shall inure to the benefit of the parties, their respective agents, Employees, representatives, officers, attorneys, insurers, assigns, heirs, and successors in interest.

- 5.5 <u>Amendments:</u> The provisions of this AGREEMENT may not be altered, amended or repealed, in whole or in part, except by the written consent of each of the PARTIES.
- 5.6 <u>Severability:</u> If any term of this AGREEMENT is declared invalid for any reason, that determination shall not affect the validity of the remainder of the AGREEMENT. The remaining parts of this AGREEMENT shall remain in effect as if the AGREEMENT had been executed without the invalid term.
- 5.7 <u>Counterparts</u>: This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all PARTIES as of the EFFECTIVE DATE set forth in Paragraph 2.4.g.
- 5.8 <u>Notice:</u> Any and all notices given to any party under this AGREEMENT shall be given as provided in this paragraph. All notices given to any party shall be made by certified or registered United States mail, or personal delivery, at the noticing party's discretion, and addressed to the parties as set forth below. Notices shall be deemed, for all purposes, to have been given on the date of personal service or three consecutive calendar days following certified or registered deposit of the same in the United States mail.

As to EMPLOYEE:	

[Address currently on file with Human Resources]

As to DISTRICT: Sanitary District No.5 of Marin County

District Manager's Office 2001 Paradise Drive Tiburon, CA 94920

Mailing Address P.O. Box 227 Tiburon, CA 94920

5.9 <u>Attorney's Fees and Costs</u>: Except as otherwise stated herein, the PARTIES shall each bear their own attorney's fees and costs that may exist as of the EFFECTIVE DATE set forth in Paragraph 2.4.g.

THE SIGNATORIES ACKNOWLEDGE HAVING READ THIS SEPARATION AGREEMENT AND GENERAL RELEASE, INCLUDING A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. THE SIGNATORIES FULLY UNDERSTAND THE FINAL AND BINDING EFFECT OF THIS AGREEMENT AND ARE SIGNING IT VOLUNTARILY.

Executed by the PARTIES on the dates indicated below.

EMPLOYEE:								
Employee:	Date							
SANITARY DISTRICT No. 5 of Ma	arin County:							
Tony Rubio, District Manager								

APPENDIX "A"

Disclosures for the Voluntary Early Separation Incentive Program ("Program")

- I. <u>Scope</u>: The Program was announced and offered to all District employees on October 25, 2021.
- II. <u>Decisional Unit</u>: The Program covers all current and regular full-time employees, excluding those who are employed on a limited-term basis, or who are employed pursuant to a written employment agreement with the District (e.g. the District Manager). The group of employees covered by the Program is referred to as the "Decisional Unit."
- III. Eligibility: Employees in the Decisional Unit who will have been employed by the District for at least five (5) full years as of June 30, 2021. This Program is limited to two employees. To the extent more than two eligible employees express an interest in the Program by October 31, 2021, the two eligible employees with the most seniority with the District may participate.
- IV. <u>Time Limits</u>: Employees interested in participating in the Program are required to notify the District's Human Resources Department by no later than October 31, 2021. Participating employees must agree to voluntarily resign and separate from District employment effective December 31, 2021. The District may consider and allow for an earlier separation date if requested by the employee.
- VI. Job Titles and Ages of All District Employees in the Decisional Unit who are who are Eligible, and Not Eligible, for the Program as of November 1, 2021:

Job Title	Age	Eligible	Not Eligible
WWTP Maintenance & Collections System – Technician	56		X
WWTP Maintenance & Collections System – Business Administration Technician	38		X
WWTP Maintenance & Collections System – Technician: Construction Inspector	47	X	
Sr. WWTP Maintenance & Collections System – Technician	56	X	
WWTP Maintenance & Collections System – Superintendent	41	X	
WWTP Operator			
WWTP Operator – Pollution Prevention Coordinator	41		X
Sr. WWTP Operator – Safety Coordinator	56	X	
Sr. WWTP Operator – Lab Director			
WWTP Operations – Superintendent	38	X	
Office Manager	48	X	

<u>Agenda – Notes of Explanation</u>

Sanitary District No. 5 Regular Board Meeting

October 21, 2020

Review and discuss the continuance or dissolution of SD5's Tiburon-Belvedere Wastewater Financing Authority (JPA) based on completion of Bond promissory obligation from the 2012 MPR Project.

STAFF REPORT:

As part of the District's annual financial audit, our auditor asked the question whether to or keep or dissolve the Tiburon – Belvedere Wastewater Finance Authority JPA, which was formed for the financing of the 2012 MPR Bond. In 2020, the District completed the refinance of those Bonds and the JPA is no longer used for that refinance.

There are annual reports that must be submitted to the state; Perotti & Carrade assists with the District's reporting. Ongoing annual financial reports would cost the District around \$500/year if contracted or the reports could be done in-house with the first year costing \$500 for Perotti & Carrade to train staff on the simple reporting.

The cost to re-establish a JPA/ Finance authority if this one were to be dissolved would be around \$15K or more, depending on the amount of money the District would be looking to borrow.

Strictly from a cost-consideration perspective, to establish a new JPA financing authority if one were needed down the road, I would recommend we keep the current JPA intact.

FISCAL IMPACT:

\$500/year estimated for annual reporting- would be performed in house after the 1st year just costing staff time to prepare and submit.

CEQA (California Environmental Quality Act)

Exempt

Recommendation:

Keep the Tiburon–Belvedere Wastewater Finance Authority JPA active.

Tony Rubio, District Manager

MAN

ATTACHMENT:

Tiburon –Belvedere Wastewater Finance Authority Agreement?

JOINT EXERCISE OF POWERS AGREEMENT

by and between

SANITARY DISTRICT NO. 5 OF MARIN COUNTY

and

CALIFORNIA MUNICIPAL FINANCE AUTHORITY

creating the

TIBURON/BELVEDERE WASTEWATER FINANCING AUTHORITY

August 16, 2011

JOINT EXERCISE OF POWERS AGREEMENT

THIS AGREEMENT, dated August 16, 2011, by and between SANITARY DISTRICT NO. 5 OF MARIN COUNTY, a sanitary district organized and existing under and by virtue of the laws of the State of California (the "District"), and CALIFORNIA MUNICIPAL FINANCE AUTHORITY, a joint exercise of powers authority organized and existing under and by virtue of the laws of the State of California ("CMFA").

DECLARATION OF PURPOSE

- A. Chapter 5 of Division 7 of Title 1 of the California Government Code (the "Act") authorizes the District and CMFA to create a joint exercise of powers entity which has the power to exercise any powers common to the District and CMFA and to exercise additional powers granted to it under the Act. This Agreement creates such an entity, which shall be known as the Tiburon/Belvedere Wastewater Financing Authority (the "Authority") for the purposes and to exercise the powers described herein.
- B. The District is authorized to buy, sell, lease and use property and to incur indebtedness for public purposes pursuant to the California Health and Safety Code and other laws of the State of California.
- C. CMFA is authorized to buy, sell and lease property and to issue bonds, expend bond proceeds, and borrow and loan money for any of its corporate purposes pursuant to the Act and a Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004, as amended, by and among the cities, counties, districts and other political subdivisions that are parties to that agreement.
- D. Article 4 of the Act (known as the "Marks-Roos Local Bond Pooling Act of 1985") authorizes and empowers the Authority to issue bonds and to purchase bonds issued by, or to make loans to, the District or CMFA for financing public capital improvements, working capital, liability and other insurance needs, or projects whenever there are significant public benefits, as determined by the District or CMFA. The Marks-Roos Local Bond Pooling Act of 1985 further authorizes and empowers the Authority to sell bonds so issued or purchased to public or private purchasers at public or negotiated sale.

TERMS OF AGREEMENT

- Section 1. <u>Definitions</u>. Unless the context otherwise requires, the terms defined in this Section 1 shall for all purposes of this Agreement have the meanings herein specified.
- "Act" shall mean Articles 1, 2 and 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code, as amended.
- "Agreement" shall mean this Joint Exercise of Powers Agreement, as it may be amended from time to time, creating the Authority.
- "Authority" shall mean the Tiburon/Belvedere Wastewater Financing Authority created by this Agreement.
 - "Board" or "Board of Directors" shall mean the governing board of the Authority.

"Bonds" shall mean bonds and any other evidence of indebtedness of the Authority authorized and issued pursuant to the Act.

"CMFA" shall mean California Municipal Finance Authority, a joint exercise of powers authority, duly organized and existing under and by virtue of the laws of the State.

"District" shall mean Sanitary District No. 5 of Marin County, a sanitary district duly organized and existing under and by virtue of the laws of the State.

"Indenture" shall mean each indenture, trust agreement or other such instrument pursuant to which Bonds are issued or other obligations are incurred.

"Member" or "Members" shall mean the District or CMFA, as appropriate.

"State" shall mean the State of California.

Section 2. <u>Purpose</u>. This Agreement is made pursuant to the Act for the purpose of assisting the financing and refinancing of capital improvement projects of the District by exercising the powers referred to in this agreement and shall benefit no other entity. Any Bonds issued by the Authority shall be solely for projects benefiting the District.

Section 3. <u>Term</u>. This Agreement shall become effective as of the date hereof and shall continue in full force and effect until terminated by a supplemental agreement of CMFA and the District; *provided, however*, that in no event shall this Agreement terminate while any Bonds remain outstanding under the terms of any Indenture.

Section 4. The Authority.

(a) Creation of the Authority. There is hereby created pursuant to the Act an authority and public entity to be known as the "Tiburon/Belvedere Wastewater Financing Authority." As provided in the Act, the Authority shall be a public entity separate from the District and CMFA. The debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of the District or CMFA.

Within 30 days after the effective date of this Agreement or any amendment hereto, the Authority will cause a notice of this Agreement or amendment to be prepared and filed with the office of the Secretary of State of the State in the manner set forth in sections 6503.5 of the Act. Such notice shall also be filed with the office of the State Controller.

(b) Governing Board. The Authority shall be administered by the Board which shall consist of the five members of the board of directors of the District. The term of office as a member of the Board shall terminate when such member of the Board ceases to hold its respective office at the District and the successor to such officer or director of the District shall become a member of the Board, upon assuming such office.

Members of the Board shall not receive any compensation for serving as such, but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a member if the Board determines that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

(c) Meetings of Board.

- (1) Time and Place. The Board shall conduct a regular meeting on September 20, 2011, at the hour of 7:00 p.m. at 2001 Paradise Drive, Tiburon, California. Thereafter, the Board shall provide for its regular meetings. The date, hour and place of the holding of regular meetings shall be fixed by resolution of the Board and a copy of such resolution shall be filed with each of the Members. Unless otherwise provided, regular meetings shall be held on the same date and time as regular meetings of the Board of Directors of the District. If the Secretary does not post an agenda for a regular meeting pursuant to Government Code Section 54954.21, then such failure to post shall be deemed to be a determination by the President that no items required discussion and, therefore, that the regular meeting should be cancelled, except as otherwise provided in Section 54954.2.
- (2) Legal Notice. All regular and special meetings of the Board shall be called, noticed, held and conducted subject to the provisions of the Ralph M. Brown Act (Chapter 9 of Part 1 of Division 2 of Title 5 of the California Government Code), or any successor legislation hereafter enacted.
- (3) *Minutes.* The Secretary of the Authority shall cause minutes of all meetings of the Board to be kept and shall, as soon as practicable after each meeting, cause a copy of the minutes to be forwarded to each member of the Board and to the District and CMFA.
- (4) Quorum. A majority of the members of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn meetings from time to time. Any action or decision of the Authority shall be on motion duly approved by a majority of a quorum of the Board at a lawfully held meeting.
- (5) Bylaws. The Board may adopt, from time to time, such bylaws, rules and regulations for the conduct of its meetings as are necessary for the purposes hereof.

(d) Officers; Duties; Bonds.

- (1) The officers of the Authority shall be the President, Vice President, Executive Director, Secretary and Treasurer. The officers of the Authority shall be the persons specified in the By-Laws and shall have the powers vested in them pursuant to such By-Laws and such other powers as may be granted by the Board from time to time by resolution. Such officers may be directors or officers of the District serving *ex officio*.
- (2) The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond in the amount of \$25,000 as required by section 6505.1 of the Act; provided, that such bond shall not be required if the Authority does not possess or own property or funds with an aggregate value of greater than \$500 (excluding amounts held by a trustee or other fiduciary in connection with any Bonds). The cost of the bond shall be paid by the District.
- (3) So long as required by section 6505 and section 6505.5 of the Act, the Treasurer of the Authority shall prepare or cause to be prepared: (a) a special audit as required pursuant to section 6505 of the Act every year during the term of this

Agreement; and (b) a report in writing on the first day of July, October, January and April of each year to the Board, the District and CMFA, which shall describe the amount of money held by the Treasurer of the Authority for the Board, the amount of receipts since the last such report, and the amount paid out since the last such report (which may exclude amounts held by a trustee of other fiduciary in connection with any Bonds to the extent that such trustee or other fiduciary provides regular reports covering such amounts).

- (4) The services of the officers shall be without compensation by the Authority. the District will provide such other administrative services as required by the Authority, and shall not receive economic remuneration from the Authority for the provision of such services.
- (5) The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.
- (6) All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, worker's compensation and other benefits which apply to the activities of officers, agents or employees of the Members when performing their respective functions within the territorial limits of their respective Member, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Agreement.
- (7) None of the officers, agents or employees, if any, directly employed by the Authority shall be deemed, by reason of their employment by the Authority, to be employed by any Member or, by reason of their employment by the Authority, to be subject to any of the requirements of any Member.
- (8) The Members hereby confirm their intent and agree that, as provided in Section 4(A) hereof and in the Act, the debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of the District or CMFA, and they do not intend by the following sentence to impair this provision. To the extent that liability is imposed or a claim is made on CMFA, for any reason whatsoever notwithstanding Section 4(A) hereof and the Act, directly or indirectly arising out of a transaction or series of transactions undertaken by or for the benefit of the District in connection with the activities of the Authority, the District shall indemnify, defend and hold harmless CMFA and each of CMFA's officers, directors, employees, members and agents from and against any and all costs, expenses, losses, claims, damages and liabilities arising out of or in connection with the activities of the Authority. CMFA may elect to defend itself in any such action with counsel of its choice, the reasonable fees of such counsel to be paid by the District. The Authority and the District shall be jointly and severally liable for any indemnity obligation owed to CMFA. Notwithstanding the provisions of section 895.6 of the Government Code of the State, the District shall not have any right to contribution from CMFA.
- (9) The Authority or the District shall cause all records regarding the Authority's formation, existence, operations, any Bonds issued by the Authority, obligations incurred by it and proceedings pertaining to its termination to be retained for at least 6 years

following termination of the Authority or final payment of any Bonds issued by the Authority, whichever is later.

Section 5. <u>Powers</u>. The Authority shall have any and all powers which are common powers of the District and CMFA, and the powers separately conferred by law upon the Authority. All such powers, whether common to the Members or separately conferred by law upon the Authority, are specified as powers of the Authority except any such powers which are specifically prohibited to the Authority by applicable law. The Authority's exercise of its powers is subject to the restrictions upon the manner of exercising the powers of the District.

The Authority is hereby authorized, in its own name, to do all acts necessary or convenient for the exercise of its powers, including, but not limited to, any or all of the following: to sue and be sued; to make and enter into contracts; to employ agents, consultants, attorneys, accountants, and employees; to acquire, hold or dispose of property, whether real or personal, tangible or intangible, wherever located; to issue Bonds or otherwise incur debts, liabilities or obligations to the extent authorized by the Act or any other applicable provision of law and to pledge any property or revenues or the rights thereto as security for such Bonds and other indebtedness.

Notwithstanding the foregoing, the Authority shall have any additional powers conferred under the Act or under applicable law, insofar as such additional powers may be necessary to accomplish the purposes set forth in Section 2 hereof.

Section 6. <u>Termination of Powers</u>. The Authority shall continue to exercise the powers herein conferred upon it until the termination of this Agreement in accordance with Section 3 hereof.

Section 7. <u>Fiscal Year</u>. Unless and until changed by resolution of the Board, the fiscal year of the Authority shall be the period from July 1 of each year to and including the following June 30, except for the first fiscal year which shall be the period from the date of this Agreement to June 30, 2012.

Section 8. <u>Disposition of Assets</u>. Upon termination of this Agreement pursuant to Section 3 hereof, any surplus money in possession of the Authority or on deposit in any fund or account of the Authority shall be returned in proportion to any contributions made as required by Section 6512 of the Act. The Board is vested with all powers of the Authority for the purpose of concluding and dissolving the business affairs of the Authority. After rescission or termination of this Agreement pursuant to Section 3 hereof, all property of the Authority, both real and personal, shall be distributed to the District, subject to Section 9 hereof.

Section 9. <u>Contributions and Advances</u>. Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by the District and CMFA for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution. Any such advance made in respect of a revenue-producing facility shall be made subject to repayment, and shall be repaid, in the manner agreed upon by the District or CMFA, as the case may be, and the Authority at the time of making such advance as provided by section 6512.1 of the Act. It is mutually understood and agreed that neither the District nor CMFA has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though either may do so. The District or CMFA may allow the use of personnel, equipment or property in lieu of other contributions or advances to the Authority.

Section 10. Bonds.

- (a) Authority To Issue Bonds. When authorized by the Act or other applicable provisions of law and by resolution of the Board, the Authority may issue Bonds for the purpose of raising funds for the exercise of any of its powers or to otherwise carry out its purposes under this Agreement, under such terms and conditions as may be authorized by the Board.
- (b) Bonds Are Limited Obligations. The Bonds, including the principal and any purchase price thereof, and the interest and premium, if any, thereon, shall be special obligations of the Authority payable solely from, and secured solely by, the revenues, funds and other assets pledged therefor under the applicable Indenture(s) and shall not constitute a charge against the general credit of the Authority. The Bonds shall not be secured by a legal or equitable pledge of, or lien or charge upon or security interest in, any property of the Authority or any of its income or receipts except the property, income and receipts pledged therefor under the applicable Indenture(s). The Bonds shall not constitute a debt, liability or obligation of the State or any public agency thereof, including CMFA and the District, other than the special obligation of the Authority as described above. Neither the faith and credit nor the taxing power of the State or any public agency thereof, including CMFA and the District, shall be pledged to the payment of the principal or purchase price of, or the premium, if any, or interest on the Bonds nor shall the State or any public agency or instrumentality thereof, including CMFA and the District, in any manner be obligated to make any appropriation for such payment. The Authority has no taxing power.

No covenant or agreement contained in any Bond or Indenture shall be deemed to be a covenant or agreement of any director, officer, agent or employee of the Authority, in his or her individual capacity and no director or officer of the Authority executing a Bond shall be liable personally on such Bond or be subject to any personal liability or accountability by reason of the issuance of such Bond.

Section 11. <u>Agreement not Exclusive</u>. This Agreement shall not be exclusive and shall not be deemed to amend or alter the terms of other agreements between the District and CMFA, except as the terms of this Agreement may conflict therewith, in which case the terms of this Agreement shall prevail.

Section 12. <u>Accounts and Reports</u>. All funds of the Authority shall be strictly accounted for in books of account and financial records maintained by the Authority, including a report of all receipts and disbursements. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles and by each Indenture for outstanding Bonds (to the extent such duties are not assigned to a trustee for owners of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by the District and CMFA and their representatives.

The Authority shall require that each Indenture provide that the trustee appointed thereunder shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of such Indenture. Said trustee may be given such duties in said Indenture as may be desirable to carry out the requirements of this Section 12.

(a) Audits. The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Authority in compliance with the

requirements of the Act. Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section 12, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

(b) Audit Reports. The Treasurer of the Authority, as soon as practicable after the close of each Fiscal Year but in any event within the time necessary to comply with the requirements of the Act shall file a report of the audit performed pursuant to Subsection B of this Section 12 as required by the Act and shall send a copy of such report to public entities and persons in accordance with the requirements of the Act.

Section 13. <u>Funds</u>. Subject to the provisions of each Indenture for outstanding Bonds providing for a trustee to receive, have custody of and disburse funds which constitute Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to accounting procedures approved by the Board and shall make the disbursements required by this Agreement or otherwise necessary to carry out the provisions and purposes of this Agreement.

Section 14. <u>Conflict of Interest Code</u>. The Authority shall at all times be governed by the Conflict of Interest Code adopted by and applicable to the District.

Section 15. <u>Breach</u>. If default is made by the District or CMFA in any covenant contained in this Agreement, such default shall not excuse either the District or CMFA from fulfilling its obligations under this Agreement and the District and CMFA shall continue to be liable for the payment of contributions and the performance of all conditions herein contained. The District and CMFA hereby declare that this Agreement is entered into for the benefit of the Authority created hereby and the District and CMFA hereby grant to the Authority the right to enforce by whatever lawful means the Authority deems appropriate all of the obligations of each of the Members. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

Section 16. <u>Withdrawal</u>. Neither CMFA nor the District may withdraw from this Agreement prior to the end of the term of this Agreement determined in accordance with Section 3.

Section 17. <u>Effectiveness</u>. This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of CMFA and the District when each party has executed a counterpart of this Agreement.

Section 18. <u>Severability</u>. Should any part, term, or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

Section 19. <u>Successors; Assignment</u>. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Members. Except to the extent expressly provided herein, neither party may assign any right or obligation hereunder without the consent of the other.

Section 20. <u>Amendment of Agreement</u>. This Agreement may be amended by supplemental agreement executed by the Members at any time; provided, however, that this Agreement may be terminated only in accordance with Section 3 hereof and, provided further, that such supplemental agreement shall be subject to any restrictions contained in any Bonds or documents related to any Bonds to which the Authority is a party.

Section 21. <u>Form of Approvals</u>. Whenever an approval is required in this Agreement, unless the context specifies otherwise, it shall be given, in the case of CMFA, by resolution duly adopted by the board of directors of CMFA, and, in the case of the District, by resolution duly adopted by the Board of Directors of the District, and, in the case of the Authority, by resolution duly adopted by the Board. Any consent or approval required under this Agreement shall not be unreasonably withheld.

Section 22. Waiver of Personal Liability. No member, officer or employee of the Authority, the District or CMFA shall be individually or personally liable for any claims, losses, damages, costs, injury and liability of any kind, nature or description arising from the actions of the Authority or the actions undertaken pursuant to this Agreement, and the District shall defend such members, officers or employees against any such claims, losses, damages, costs, injury and liability. Without limiting the generality of the foregoing, no member, officer or employee of the Authority or of any Member shall be personally liable on any Bonds or be subject to any personal liability or accountability by reason of the issuance of Bonds pursuant to the Act and this Agreement. To the full extent permitted by law, the Board shall provide for indemnification by the Authority of any person who is or was a member of the Board, or an officer, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a member of the Board, or an officer, employee or other agent of the Authority, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in the course and scope of his or her office, employment or agency. In the case of a criminal proceeding, the Board may provide for indemnification and defense of a member of the Board, or an officer, employee or other agent of the Authority to the extent permitted by law.

Section 23. <u>Notices</u>. Notices to the District hereunder shall be sufficient if delivered to the General Manager of the District, and notices to CMFA hereunder shall be sufficient if delivered to the financial advisor of CMFA at 2111 Palomar Airport Road, Suite 320, Carlsbad, CA 92011.

Section 24. Miscellaneous.

- (a) Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
- (b) Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

- (c) Exercise of Duties and Actions. Where reference is made to duties to be performed for the Authority by a public official or employee, such duties may be performed by that person's duly authorized deputy or assistant. Where reference is made to actions to be taken by CMFA or the District, such action may be exercised through the officers, staff or employees of CMFA or the District, as the case may be, in the manner provided by law.
- (d) Governing Law. This Agreement is made in the State, under the Constitution and laws of the state and is to be construed as a contract made and to be performed in the State.
- (e) Entire Agreement. This Agreement is the complete and exclusive statement of the agreement among the Members with respect to the subject matter hereof, which supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between the Members relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties I executed and attested by their proper officers their first above written.	nereto have caused this Agreement to be reunto duly authorized, as of the day and yea
	SANITARY DISTRICT NO. 5 OF MARIN COUNTY By
Attest:	Tresident of the Board of Bilestors
Roy (, Falth Secretary	
	CALIFORNIA MUNICIPAL FINANCE AUTHORITY
	By Member of the Board of Directors
	monibor of the board of billotters

RESOLUTION NO. 2011-01

TIBURON/BELVEDERE WASTEWATER FINANCING AUTHORITY

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TIBURON/BELVEDERE WASTEWATER FINANCING AUTHORITY REGARDING ORGANIZATIONAL MATTERS

WHEREAS, the Tiburon/Belvedere Wastewater Financing Authority (the "Authority") has been formed under a Joint Exercise of Powers Agreement dated as of August 16, 2011 (the "Joint Powers Agreement"), for the purpose of establishing an entity authorized to assist the financing and refinancing of capital improvement projects of Sanitary District No. 5 of Marin County (the "District"); and

WHEREAS, under the Joint Powers Agreement, the Board of Directors of the Authority is required to take certain actions in furtherance of the formation of the Authority.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Tiburon/Belvedere Wastewater Financing Authority, as follows:

Section 1. Bylaws. Under Section 4(c)(5) of the Joint Powers Agreement, the Board hereby adopts the bylaws, in the form on file with the Secretary of the Authority, as the Bylaws of the Authority (the "Bylaws").

Section 2. Confirmation of Officers. Under Section 2.7 of the Bylaws, the Board hereby confirms the officers of the Authority who are appointed and serve pursuant to the Joint Powers Agreement and the Bylaws.

Section 3. Establishment of Regular Meetings. Under Section 4(c)(1) of the Joint Powers Agreement, regular meetings of the Board shall be held on the same date and time as regular meetings of the Board of Directors of the District. Notice of a regular meeting shall be given in accordance with the provisions of the Ralph M. Brown Act of the State of California (constituting Chapter 9 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California) (the "Brown Act"). If the Secretary does not post an agenda for a regular meeting pursuant to Section 54954.21 of the Brown Act, then such failure to post shall be deemed to be a determination by the President that no items required discussion and, therefore, that the regular meeting should be cancelled, except as otherwise provided in the Brown Act.

Section 4. Effective Date. This resolution shall take effect from and after the date of its approval and adoption.

* * * * *

I hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly passed and adopted by the Board of Directors of the Tiburon/Belvedere Wastewater Financing Authority at a meeting thereof duly held on the 20th day of September, 2011, by the following vote:

Resolution No. 2011-01 September 20, 2011

AYES, and in favor thereof, Directors: Corinne W. Wiley, Catharine Benediktsson, Roy Fedotoff, Claire McAuliffe, William Teiser

NOES, Directors: None

ABSENT, Directors: None

ABSTAIN, Directors: None

APPROVED:

Corinne W. Wiley

President, Board of Directors

ATTEST:

Roy Fedotoff

Secretary, Board of Directors

RESOLUTION NO. 2012-01

SANITARY DISTRICT NO. 5 OF MARIN COUNTY

RESOLUTION OF SANITARY DISTRICT NO. 5 OF MARIN COUNTY APPROVING, AUTHORIZING AND DIRECTING EXECUTION OF CERTAIN FINANCING DOCUMENTS AND DIRECTING CERTAIN RELATED ACTIONS IN CONNECTION WITH FINANCING CERTAIN IMPROVEMENTS TO THE DISTRICT'S WASTEWATER SYSTEM

WHEREAS, California Municipal Finance Authority and Sanitary District No. 5 of Marin County (the "District") have entered into a Joint Exercise of Powers Agreement establishing the Tiburon/Belvedere Wastewater Financing Authority (the "Authority") for the purpose, among others, of authorizing the Authority to issue its bonds to finance and refinance the acquisition, construction and improvement of certain public capital improvements; and

WHEREAS, for the purpose of raising funds necessary to finance certain improvements to the District's wastewater system, the Authority proposes to authorize the issuance of its revenue bonds under the provisions of Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"), to be designated as the Tiburon/Belvedere Wastewater Financing Authority (Sanitary District No. 5 of Marin County) 2011 Revenue Bonds (the "Bonds"); and

WHEREAS, the proceeds of the Bonds will be used to finance the acquisition of certain improvements to the District's wastewater system; and

WHEREAS, pursuant to an Installment Sale Agreement by and between the District and the Authority (the "Installment Sale Agreement"), the District will purchase certain improvements to the District's wastewater system from the Authority, and the Authority will use the installment payments made by the District to the Authority pursuant to the Installment Sale Agreement to pay debt service on the Bonds; and

WHEREAS, in order to assist Wulff, Hansen & Co. (the "Underwriter"), as the underwriter of the Bonds, in complying with Rule 15c2-12 of the Securities and Exchange Commission, the District will undertake certain continuing disclosure obligations pursuant to a continuing disclosure certificate to be executed by the District (the "Continuing Disclosure Certificate"); and

WHEREAS, there has been prepared a Preliminary Official Statement containing information to be used in connection with the offering and sale of the Bonds; and

WHEREAS, the District has duly considered such transactions and wishes at this time to approve certain matters relating to these transactions in the public interest of the District;

Resolution No. 2012-01 January 17, 2012

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of Sanitary District No. 5 of Marin County, as follows:

<u>Section 1</u>. Pursuant to the Act, the Board of Directors hereby finds and determines that the issuance of the Bonds and the transactions related thereto will result in significant public benefits within the contemplation of Section 6586 of the Act.

Section 2. The Board hereby approves the preparation of, and hereby authorizes the President of the Board, Vice President of the Board or Secretary of the Board or, in their absence, any other member of the Board, or the written designee of any of them (each, a "Designated Officer"), each acting alone, to deem final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (except for permitted omissions), the preliminary form of the Official Statement describing the Bonds (the "Preliminary Official Statement") on file with the Secretary of the Board, together with such changes or additions as the Designated Officer may deem necessary, desirable or appropriate upon consultation with bond counsel. The Board hereby approves the distribution of the Preliminary Official Statement by the Underwriter. The Designated Officers, each acting alone, are hereby authorized to execute the final form of the Official Statement with such changes or additions as the Designated Officers deem necessary, desirable or appropriate upon consultation with bond counsel, and the execution of the final Official Statement by the District shall be conclusive evidence of the approval of any such additions and changes. The Board hereby authorizes the distribution of the final Official Statement.

Section 3. The Board hereby approves the form of the Installment Sale Agreement on file with the Secretary of the Board, with such additions thereto and changes therein as the Designated Officers deem necessary, desirable or appropriate upon consultation with the bond counsel, the execution of which by the District shall be conclusive evidence of the approval of any such additions and changes. The Designated Officers and all other appropriate officials of the District are hereby authorized and directed to execute, and the Secretary of the Board is hereby authorized to attest, as appropriate, the Installment Sale Agreement and such other agreements, documents and certificates as may be necessary or desirable to effectuate the purposes of this resolution and the financing herein authorized, including, without limitation, such other agreements, documents and certificates as may be required by the Installment Sale Agreement. The Board hereby authorizes the performance by the District of its obligations under the Installment Sale Agreement.

Section 4. The Board hereby approves the Continuing Disclosure Certificate in the form attached as an Appendix to the Preliminary Official Statement on file with the Secretary of the Board, together with such changes thereto as the Designated Officers deem necessary, desirable or appropriate, the execution of which by the District shall be conclusive proof of the approval thereof. The Designated Officers, each acting alone, are hereby authorized and directed to

Resolution No. 2012-01 January 17, 2012

execute the Continuing Disclosure Certificate, with such changes, insertions and omissions as may be approved by the Designated Officer executing the Continuing Disclosure Certificate.

Section 5. The Board hereby approves the form of the Bond Purchase Agreement on file with the Secretary of the Board, with such additions thereto and changes therein as the Designated Officers deem necessary, desirable or appropriate upon consultation with bond counsel, the execution of which by the County shall be conclusive evidence of the approval of any such additions or changes; provided that no such addition or change may increase the principal amount of Bonds to be in excess of \$12,000,000, or may provide for a maximum annual interest rate in excess of 4.50% per annum, or may provide for an underwriter's discount (exclusive of any original issue discount) of greater than 1.10%. The Designated Officers, each acting alone, are hereby authorized and directed to execute the Bond Purchase Agreement and to take all actions necessary to fulfill the District's obligations thereunder.

Section 6. The Designated Officers and any and all other officers of the District are hereby authorized and directed, for and in the name of and on behalf of the District, to do any and all things and take any and all actions, including execution and delivery of any and all documents, assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and sale of the Bonds and the consummation of the transactions as described herein, including, without limitation, refunding instructions and such other documents, assignments, certificates and agreements as may be required by any of the documents approved herein.

* * * * *

I hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly passed and adopted by the Board of Directors of Sanitary District No. 5 of Marin County, California, at a meeting thereof duly held on the 17th day of January, 2012, by the following vote:

AYES, and in favor thereof, Directors: Catharine Benediktsson, William Teiser, Roy Fedotoff, Michael Lasky, Richard Snyder

NOES, Directors: None

ABSENT, Directors: None

ABSTAIN, Directors: None

Resolution No. 2012-01 January 17, 2012

APPROVED:

ATTEST:

Catharine Benediktsson

President, Board of Directors

Roy Fedotoff

Secretary, Board of Directors

<u>Agenda – Notes of Explanation</u>

Sanitary District No. 5 Special Board Meeting

October 21, 2021

Review and Accept HDRs Proposal for staffing survey not to exceed \$20,000

STAFF REPORT:

As we prepare to begin the process of performing a sewer rate study, it has come to my attention that the District has not thoroughly identified the full staffing requirements for SD5 in its current state. There have been two recorded instances of a staffing survey but those evaluations mainly focused on the Main Treatment Plant and the Tiburon Collection system only. These evaluations were also performed during a time when most of the maintenance activities were contracted out for the District.

Since Proposition 218 requires segregation of the expenses to operate each portion of the District's service area, the request has been made to individually assess each work area, with the assumption that staff can move freely between work assignments.

I have requested a staffing analysis of our current operation to evaluate effective staffing requirements to maintain our current level-of-service into the future.

FISCAL IMPACT:

The SD5 staffing survey will be on a Time and Material Basis not to exceed \$20,000

CEQA (California Environmental Quality Act)

Exempt

Recommendation:

Approve HDR Proposal and Authorize District Manger to Enter into a professional services agreement with HDR for the Staffing survey

Tony Rubio, District Manager

ATTACHMENT:

HDR staffing survey

October 1, 2021

Mr. Tony Rubio, District Manager Sanitary District No. 5 of Marin County 2001 Paradise Drive, Tiburon, CA 94920

RE: Proposal for Staffing Evaluation

Submitted via email: trubio@sani5.org

Dear Tony:

Sanitary District No.5 of Marin County (SD5; District) has requested a staffing analysis of its current operations to evaluate effective staffing requirements to maintain its current level-of-service into the future. The District operates two wastewater treatment plants and three collection systems. Since Proposition 218 requires segregation of the expenses to operate each portion of the District's service area, the request has been made to individually assess each work area, with the assumption that staff can move freely between work assignments.

The assessments will be technical, in terms of the effort required to maintain the treatment works and collection systems, as well as required reporting to regulators and management. Cost of recommended staffing or license requirements will not be developed. The proposed scope of work includes:

- **Operations:** Time spent monitoring, maintaining process control, training, coverage forsick leave and vacation, monthly reporting, and reporting to management on the conditions of the treatment plants and collections systems.
- **Maintenance:** Time spent maintaining the maintenance management systems, preventative and reactive maintenance time, training, coverage for sick leave and vacation, monthly reporting, and reporting to management on the conditions of thetreatment plants and collections systems.
- Collections Operations and Maintenance (O&M): Time spent maintaining the maintenance
 management systems, preventative and reactive maintenance time, training, coverage for sick leave and
 vacation, monthly reporting, and reporting to management on the conditions of the treatment plants and
 collections systems. Currentstaffing organization has merged the plant maintenance and collections
 systems O&M; this is normally the most efficient way to operate medium size districts.

HDR proposes to perform the following scope of work (Attachment A) on a time and materials (T&M) basis for an estimated twenty-thousand dollars (\$20,000). A breakdown of the estimated level of effort by task is provided in Attachment B.

We appreciate the opportunity to provide this proposal to the District. Should you have any questions, please call Mary Martis directly at 415.741.7025 or by email: mary.martis@hdrinc.com.

Sincerely,

HDR ENGINEERING, INC.

Holly L.L. Kennedy, PE (CA)

Senior Vice President

Mary Martis, PE (CA) Project Manager

ATTACHMENT A: SCOPE OF WORK

Task 1 - Project Management

This task includes the management activities to monitor schedule and budget, and to address the District's concerns. HDR will prepare invoices and progress reports on a monthly basis. The monthly progress reports will summarize budget and schedule status and other activities that could include scheduling of staff and coordinating the quality assurance effort.

Deliverables: Monthly invoices and progress reports in PDF format.

Task 2 - Staffing Evaluation

Subtask 2.1 – Background Information Review

HDR requests the following reference information from SD5 before in-plant meetings:

- Approved staffing allocation resolution
- Staff on-call regulations
- PDF copies of treatment plant record drawings
- Names of weekly, monthly, and annual reports required by staff to other internal peopleand organization
- PDF copies of sewer system maps, which can include:
 - Details and statistics about the collection systems, including miles of each size sewer, sewers not in streets in front of houses, and sewers that require special effort to access because of busy roads.
 - Summary of number of locations for type of collection system maintenance and the time to maintain monthly, quarterly, semi-annual, and annual hot spots plus regular maintenance of the collection system, and the team size for each activity that is documented.
- Maintenance records Typically summary reports from a computerized maintenance management system (CMMS) that outline a ratio of preventative and reactive maintenance efforts

The reference information will be used to build question templates to support the interview process of the plant staff during Subtask 2.3.

Deliverables: E-mail with initial data request and interview day templates in PDF format.

Subtask 2.2 - Kick-off Meeting

HDR will meet with SD5 virtually to introduce the project team and discuss more difficult to acquire information and how substitute information can support the project. Interview day templates will be discussed. It is assumed up to 3 HDR team members will attend this up to 2-hour virtual meeting.

Deliverables: Meeting agenda and minutes containing follow-up data request, if needed. E-mailabout interview day and questions that will be asked that is suitable for distribution to SD5 staff.

Subtask 2.3 – Staff Interviews

HDR will conduct interviews with most of the O&M personnel on a single day. Interviews will beconducted in a plant office, can be small group interviews, and while walking through the plant.

It is important to interview plant staff that work midweek, on the weekends, and on call. We have assumed that plant staff who work midweek, on the weekends, and on call will be available on the day of interviews.

The staffing evaluation will be conducted using three separate methods to assess staffing requirements so that the results, merits, and disadvantages of each method can be considered prior to developing a final conclusion for the staffing assessment.

- Method 1 essentially uses the existing staffing resolution with staff comments to define current SD5 staff.
- Method 2 is a bottom-up staffing assessment will be supervised by a certified California wastewater treatment plant operator documenting the specific efforts required by the operations and maintenance (O&M) staff.
- Method 3 will be derived from published sources, modified to accommodate specific conditions at SD5.

METHOD 1

The Method 1 staff assessment is developed by collaborative, on-site observation with the treatment plant supervisors, operators, and maintenance personnel and establishes the minimum needs for a day of work in each of the areas. This method documents the staffing allocation based on SD5 staffing resolution and unfilled positions, and the reported level of effort by the staff. During the maintenance portion of this evaluation, HDR will request estimated ratio of preventative and reactive maintenance efforts.

METHOD 2

The Method 2 staff assessment is developed with a process-by-process assessment of the work required at the plants and collection systems. Staff hours for specific activities in each area are developed by interviewing and walking around with the treatment plant supervisors,

operators, and maintenance personnel. This includes observations of the actual time required in each process area and a discussion of the effort required to mitigate "routine" weekly problems and more substantial monthly problems. The following analytics are applied to the information received from the supervisors, operators, and maintenance personnel:

- Total time per shift of daily rounds is added up for each work group and then multipliedby 365 days per year.
- The number of minor problems, generally defined as an issue that develops weekly, and the time to resolve each minor problem are multiplied by each other and then 52 weeks per year.
- Preventative maintenance completed by operators or maintenance, including process equipment shutdown for weekly cleanings where required, is multiplied by 52 weeks in a year.
- The number of major problems, generally defined as an issue that develops monthly, and the time to resolve each major problem are multiplied by each other and then 12 months per year.

Note: Method 2 assumes multiple critical problems do not accumulate at the same time.

METHOD 3

Method 3 utilizes the New England Interstate Water Pollution Control Commission (NEIWPCC) northeast guide for estimating staffing at publicly owned wastewater treatment plants. This model delivers an estimate of O&M hours. A separate independent estimating method will be used to evaluate the staffing required to maintainSD5's three collection systems.

The three methods will each produce a different result for recommended staffing but should beclose enough to validate each other. If the results of the individual methods differ significantly, the reasons for the differences will be analyzed and explained.

Lift station and collection system maintenance has different staffing considerations. The Method1 staffing estimate uses the regular maintenance of lift stations and collections systems as defined by the Sewer System Master Plan (SSMP) with expected efforts for the regular preventative maintenance requirements and staffing allocation defined in SD5's staffing resolution. The time to maintain monthly, quarterly, semi-annual, and annual hot spots plus regular maintenance of the collection system, and the team size for each activity as documented by SD5 will be used for the Method 2 analysis. The Method 3 analysis to maintain the collection system will be developed from industry references, which often bias to large districts; the analysis will be adjusted to account for the differences of small to medium districts like SD5.



This subtask assumes up to two HDR team members will conduct the staff interviews in aneight-hour day. COVID-19 protocols to be followed, if still applicable.

Deliverables: Completed interview templates to be incorporated into summary report.

Subtask 2.4 – Summary Report

HDR will summarize the findings from the background information review and staff interviews into a draft summary report (in letter format) for review and comment by SD5 staff. After incorporation of SD5's comments on the draft report, HDR will provide the final summary letterreport.

Deliverables: Draft and final summary report in PDF format.

Subtask 2.5 – Review Meeting

HDR will meet with SD5's staff virtually to discuss comments on the draft summary report. It isassumed up to three HDR team members will attend this up to two-hour review meeting.

Deliverables: Meeting agenda.

ATTACHMENT B: LEVEL OF EFFORT ESTIMATE

Table 1. HDR Level of Effort Estimate to Complete Staffing Evaluation

	Task	Project Manager	Project Engineer	Ops	Admin/ Clerical	Total Hours	Total Labor	Total Expenses	Total Cost
1	Project Management	6			2	8	\$2,561	\$45	\$2,606
2	Staffing Evaluation		62	28	3	93	\$16,888	\$500	\$17,388
Totals		6	62	28	5	101	\$19,449	\$545	\$19,994

DECISION/ACTION ITEM LOG

CIP Committee: October 12, 2021

Sanitary District No. 5 of Marin County

Item #11

ACTIVE ITEMS SHEET

No.	Item	Submission Date	Responsible Party	DECISION ONLY Due / Complete	ACTION REQUIRED Due / Completed	Comment/Reference Document
31	FY2020-2021 Sewer Rehab Project		CIP/TR			Small project for Paradise Cove; Enginnering to begin in Dec 2020, as of 7.14.2020; Jan 2021, as of 12.8.2020; Will begin once SD5 Collection System Master Plan is in