



TVCS D Board of Director's Meeting Agenda

Date: Wednesday, October 12, 2016, 7 – 9 pm

Location: Tomales Town Hall, Tomales, California 94971

I. Call To Order

II. Open Communication Time for community members and visitors to bring up items they wish to discuss and items that do not appear on the agenda. Added items will be included under Other Business.

III. Approval of October 12, 2016 BOD Agenda Action

IV. Board Member Reports

V. Approval of September 14, 2016 Minutes Action

VI. Financial Report (Melinda Bell)

- a. Accept Check Registers and Approve Expenditures Action
- b. Financial Manager's Report Action
- c. Review and Approve Financial Statements Action
- d. Contract for Audit Services Action
- e. Acceptance of Audit Report (handout available at BOD meeting) Action
- f. Contract for Financial Services Action

VII. General Manager's Report

- a. Presentation of asset inventory

VIII. Phillips & Associates Report

- a. Review reports for August 2016

IX. Committee Reports

- a. Financial Advisory Committee (FAC)
 1. Review approved September minutes
- b. Park Advisory Committee (PAC)
 1. Review approved September minutes

X. Pending Business

1. Newsletter

XI. Other Business

XII. New Business

1. Letter of appreciation to Steve Kinsey
2. Plans for TV inspection of collection systems?

XIII. Correspondence

XIV. Adjournment

TVCS D MISSION STATEMENT: *Enhance quality of life, with commitment to the health of the community, by providing dependable wastewater collection, treatment and reuse in an environmentally friendly manner; maintaining safe and reliable recreational park facilities while providing a welcoming forum for active community participation and input.*

The agenda and supporting documents can be accessed on the TVCS D website 72 hours prior to the meeting. Anyone requesting

disability related accommodations may contact the district office 72 hours prior to the meeting.

PO Box 303 ● Tomales, CA ● 94971 ● ph 707.878.2767 ● www.tomalescsd.ca.gov

Board of Directors:

Bill Bonini, President ● Deborah Parrish, Vice President ● Donna Clavaud ● Peter MacLaird ● Dru Fallon O'Neill



TVCS D Board of Director's Meeting Minutes

Date: Wednesday, September 14, 2016, 7 – 9 pm

Location: Tomales Town Hall, Tomales, California 94971 DRAFT

Board Members Present: Bill Bonini, President; Deborah Parrish, Vice President; Donna Clavaud, Dru Fallon O'Neill, Peter MacLaird

Board Members Absent: None

Also Present: Cynthia Hammond; TVCS D Recording Secretary, Walter Earle, Margaret Graham, Terry Duffy, Venta Leon, David Judd and Nicole Vigeant

I. Call To Order

Bill Bonini called the meeting to order at 7:04 p.m.

II. Open Communication Time for community members and visitors to bring up items they wish to discuss and items that do not appear on the agenda. Added items will be included under Other Business.

Margaret Graham requested to address three (3) items:

1. The status of a Project Manager for the Park. (Addressed in General Manager's report)
2. Requests a Park rental schedule be posted on the TVCS D website, and for a newly developed TVCS D website which is easy to manage and post to. (This will be added as an agenda item for October 12, 2016 TVCS D BOD meeting)
3. Progress on RFP's. (Addressed in General Manager's report)

III. Approval of September 14, 2016 TVCS D BOD Agenda

Bill Bonini motioned to approve TVCS D BOD agenda. No objections.

IV. TVCS D Board Member reports

Dru Fallon O'Neill reported the posts were reinstalled at the pump station.

V. Approval of July 13, 2016 TVCS D BOD minutes

Bill Bonini motioned to approve July 13, 2016 TVCS D BOD minutes as is. No objections.

VI. Financial Report (Melinda Bell)

a. Accept Check Registers and Approve Expenditures:

Donna Clavaud motioned to accept July and August 2016 check registers and approve expenditures. Deborah Parrish seconded the motion. M/S/U

b. Financial Manager's Report:

1. MD & A

FAC approved the MD & A which was included in the September 14, 2016 TVCSD BOD packet. Melinda Bell requests TVCSD BOD approval and submission to the auditors to be part of the annual audited financial report.

2. Refund of park rental deposits

Melinda Bell requests TVCSD BOD approval for refund of park deposits. Park has been left in good condition each time after rental.

Deborah Parrish motioned to approve MD & A be forwarded to the auditors and approval of the refunds for the park rental deposits for this season. Dru Fallon O'Neill seconded the motion. M/S/U

From the Financial Manager's report, Donna Clavaud requested clarification of the three (3) parcels that have been removed from the County roll providing sewer charges income. Bill Bonini explained that the lot owners are not planning to develop their lots and do not wish to pay sewer fees every year since they are not hooked up. According to Melinda Bell, this is offset by an increase in Shoreline Unified School District (SUSD) income.

c. Review and Approve Financial Statements:

Deborah Parrish motioned to approve the financial statements. Donna Clavaud seconded the motion. M/S/U

VII. General Manager's Report

Dru Fallon O'Neill noticed the duckweed that is growing on the pond is being removed with a small scoop and suggests using something bigger and more efficient.

Donna Clavaud reported Jose Ortiz is dealing with the SCADA system. Once the O & M plan is complete, this will be the basis for an RFP for an O & M contract. Phillips and Associates is still negotiating their contract with the new company, it is expected, by November 2016, the new RFP should be complete.

In the General Manager's report, Jose Ortiz's is addressing administration needs for upcoming park improvement projects.

VIII. Phillips & Associates Report

a. Review reports for June and July 2016

Bill Bonini and TVCSD BOD reviewed reports.

IX. Committee Reports

a. Financial Advisory Committee (FAC)

1. Review approved July 27, 2016 minutes. No August 2016 FAC meeting was held. The next FAC meeting will be on September 28, 2016.

Donna Clavaud reported the July FAC meeting focused on year-end financial statements and Melinda Bell's management discussion and analysis for preparation for the upcoming auditor's visit. Donna Clavaud is working on the County grant for the Park fence and discussion was held for the gazebo, water

fountain, fence and handicap ramps RFP's.

2. Auditor's recommendation (bank reconciliation review)

Donna Clavaud explained the auditor requested a second person to review the bank statements other than Melinda Bell. Dru Fallon O'Neill volunteered to review and initial the bank statements.

Deborah Parrish motioned for Dru Fallon O'Neill review and initial bank statements. Donna Clavaud seconded the motion. M/S/U

Melinda Bell's reported there are still problems with the connecting the office printer to the office printer. At times, the office laptop email is non-functioning as well as the district phone. Spending limit to trouble shoot and implement is \$500 without BOD approval. Cynthia Hammond will coordinate.

Dru Fallon O'Neil motioned to authorize Ric Hahn to troubleshoot and implement computer solutions. Deborah Parrish seconded the motion. M/S/U

b. Park Advisory Committee (PAC)

1. Review Park rental policy. Discuss event that occurred on July 23, 2016

On July 23, 2016 a disturbance occurred involving unruly motorcycles. This led to the discussion of reviewing the Park rental policy. In the event of a disturbance in the Park, and the sheriff has to be called, the rental deposit will be forfeited and future rental privileges may be suspended. Current security deposit to rent the Park is \$200. Current rental fees are the following: \$50 for Tomales residents, \$200 for non-residents, local non-profits are free, out of town non profits \$200, local for-profit groups \$350 and out of area for-profit will negotiate the fee schedule with the administrator.

Bill Bonini motioned to raise the Park rental deposit to \$1,000. Peter MacLaird seconded the motion. M/S/U

Margaret Graham thought the \$1,000 rental deposit was excessive especially for non-profits and local residents.

Dru Fallon O'Neill motioned to rescind the previous motion and put back into discussion. Donna Clavaud seconded the motion. Peter MacLaird opposed the motion.

Discussion was held to have two (2) rental deposit fees. Local and non-profit rental deposits to be \$500, all others to be \$1,000. The current Park rental agreement states that the rental party is responsible for the behavior of their guests.

Deborah Parrish motioned to amend the Park rental deposit policy to \$500 for non-profits and locals and \$1,000 for everyone else. In the event the sheriff's have to be called, the rental deposit will be forfeited and future rentals may be suspended. Donna Clavaud seconded the motion.
M/S/U

2. Review approved August minutes.

Minutes were reviewed.

3. Update on Park projects

Donna Clavaud said the fence grant has been submitted to the County. David Judd emailed a list of details that are needed for the gate, ramp, gazebo and fence. Donna Clavaud requests detailed drawings for the fence RFP. Retaining wall needs to be added. Lighting fixtures for the gazebo need to be selected by the committee and board. The next PAC meeting is September 26, 2016.

X. Pending Business

None

XI. Other Business

None

XII. New Business

1. Newsletter

Cynthia Hammond will edit the newsletter and Beth Koelker will do the layout. Budget is \$200.

Donna Clavaud motioned to hire Cynthia Hammond and Beth Koelker to do the Fall TVCSD newsletter. Dru Fallon O'Neill seconded the motion. M/S/U

The following contents of the newsletter could be: update on the Park projects, FAC update, annual priority calendar, historical (outhouse reprint), winter prep, offer inspections, President and General Manager reports, mission and vision statements and Park rentals. Margaret Graham will report on the Park, Melinda Bell to do finance report. A call for newsletter items with word limit will be sent out.

XIII. Correspondence

None

Deborah Parrish motioned to adjourn the September 14, 2016 TVCSD BOD meeting. Dru Fallon O'Neill seconded the motion. M/S/U

XIV. Adjournment

Meeting adjourned at 8:21 pm

TVCS D BOD Meeting, October 12, 2016, 7 pm at Tomales Town Hall

Approved by: President, Bill Bonini

Date:

Attested by: Cynthia Hammond, Recording Secretary

Date:

TVCSO MISSION STATEMENT: *Enhance quality of life, with commitment to the health of the community, by providing dependable wastewater collection, treatment and reuse in an environmentally friendly manner; maintaining safe and reliable recreational park facilities while providing a welcoming forum for active community participation and input.*

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Bill Bonini, President ● Deborah Parrish, Vice President ● Donna Clavaud

Peter MacLaird ● Dru Fallon O'Neill

Bank Account Activity and Balances September 30, 2016

	Type	Date	Name	Memo	Amount	Balance
131.46 - Bank of Marin - Park Account			Beginning Balance			117,172.91
	Bill Pmt -Check	09/02/2016	PGE	August	-133.98	117,038.93
	Bill Pmt -Check	09/09/2016	Clavaud, Donna	VOID: copying and laminating park	0.00	117,038.93
	Bill Pmt -Check	09/09/2016	Clavaud, Donna	copying and laminating park improv	-25.59	117,013.34
	Payment	09/13/2016	Henry Elfstrom		70.00	117,083.34
	Deposit	09/15/2016		Book Sale, pk rental	750.00	117,833.34
	Bill Pmt -Check	09/16/2016	Jose Sanchez	Refund of Deposit July 23, 2016 U	-200.00	117,633.34
Total 131.46 - Bank of Marin - Park Account	Deposit	09/30/2016		Interest	0.49	117,633.83
131.31 - Redwood Credit Union			Beginning Balance			135,826.42
	Deposit	09/30/2016		Interest	11.60	135,838.02
Total 131.31 - Redwood Credit Union					11.60	135,838.02
131.42 - Bank of Marin - Money Market			Beginning Balance			26,624.23
	Transfer	09/27/2016		Operating Transfer	-20,000.00	6,624.23
Total 131.42 - Bank of Marin - Money Market					-20,000.00	6,624.23
131.44 - Bank of Marin - Sewer			Beginning Balance			12,451.40
	Bill Pmt -Check	09/02/2016	Capital One Bank	Sonic Aug & Sept	-39.90	12,411.50
	Bill Pmt -Check	09/02/2016	Melinda K. Bell	July	-1,496.25	10,915.25
	Bill Pmt -Check	09/02/2016	Natural Systems Utilities -CA	September and 7/29 lab charges ir	-5,705.73	5,209.52
	Bill Pmt -Check	09/02/2016	PGE	8044736439-1	-71.82	5,137.70
	Bill Pmt -Check	09/05/2016	Kristin Lawson	Sept-Dec	-300.00	4,837.70
	Bill Pmt -Check	09/05/2016	Melinda K. Bell	August	-700.00	4,137.70
	Bill Pmt -Check	09/09/2016	SDRMA	MEMBER 7194 2015/2016	-44.55	4,093.15
	Payment	09/11/2016	Tomales Regional Histroy Center		63.00	4,156.15
	Bill Pmt -Check	09/14/2016	AT&T Uverse	145835838 9/7-10/6	-123.93	4,032.22
	Bill Pmt -Check	09/14/2016	Nelson Staffing	inv 6137213	-122.32	3,909.90
	Payment	09/15/2016	AT&T - Customer		756.00	4,665.90
	Bill Pmt -Check	09/18/2016	AT&T	138729848 9/11-10/10	-121.59	4,544.31
	Bill Pmt -Check	09/24/2016	Capital One Bank	100 stamps	-47.00	4,497.31
	Bill Pmt -Check	09/24/2016	Clavaud, Donna	5 meetings July - Sept less \$19.13	-230.87	4,266.44
	Bill Pmt -Check	09/24/2016	MacLaird, Peter J.	Jan-Sept 14 hours	-323.23	3,943.21
	Bill Pmt -Check	09/24/2016	Nelson Staffing	9/18 1.5 hours inv 6138482	-52.42	3,890.79
	Transfer	09/27/2016		Operating Transfer	20,000.00	23,890.79
	Bill Pmt -Check	09/27/2016	Robert Johnson, CPA	2015/16Audit	-5,000.00	18,890.79
	Deposit	09/30/2016		Interest	0.07	18,890.86
Total 131.44 - Bank of Marin - Sewer					6,439.46	18,890.86
131.48 - Bank of Marin - Solar			Beginning Balance			29,838.72
Total 131.48 - Bank of Marin - Solar						29,838.72
Total 131.00 - Sewer Program Cash					-13,548.94	191,191.83



Financial Manager's Report October 12, 2016

2015/2016 Audit Report, Audited Financial Statements and Report on Accounting Controls and Procedures ACTION TO ACCEPT

Our auditor, Robert W. Johnson, An Accountancy Corporation, has completed the audit work and presented us with five bound copies of each report for the Board members, one bound and one unbound file copy. The copies include our Management Discussion and Analysis as Page 3 in the Financial Statements and Independent Auditor's Report.

The year-end audited results for the Sewer Program are a net loss of \$60,065 including \$53,404 in depreciation expense. There was a decrease in cash of \$50,181 including cash outlay for \$37,708 in payment of debt. The year-end audited results for the Park Program are an increase in net position of \$31,511, including \$7,500 in depreciation and recognizing capitalization of \$3,753 construction in process on the gazebo. Under alternate accounting principles, expensing the gazebo work and not recognizing depreciation result in an increase in net position of \$35,258 for the Park. Both accounting methods are required to be included in the report.

The Report on Accounting Controls and Procedures acknowledges improved Sewer Program results from the prior year. It also recognizes work being done in response to last year's recommendations on policies, reserves, a property listing, the Matrix Study and timing of the audit work. It notes no progress on the recommendation for review of bank reconciliations. There are no new recommendations made.

Contract for Financial Services ACTION TO APPROVE

The contract for financial services is included in the packet. The contract is the standard one provided by TVCSD with some minor changes, and my current duties are included in the addendum to the contract. The contract is subject to Board revision and approval.

Office Utilization

I have office and plant keys for Board members needing them. We do not have policy procedures for locking and accessing the file cabinets, but we have file cabinet keys. Since I do not attend all Board meetings, I would like to know Board preferences for delivering mail, approving invoices and signing checks. Will Board members come into the office to attend to these matters after receiving email notification or should I mail materials?

Problems in Office Network

Ric Hahn advises us that we could ask AT&T to change our service to internet only, thereby saving \$75 a month. A year ago I checked voice messages on that telephone line for four months. We received only two calls of any significance during that period. The plant telephone number is the one distributed for TVCSD contact; we would keep that service which, like the office phone, is now forwarded to my cell phone.

Contract for Audit Services ACTION TO APPROVE

Our auditor, Robert W. Johnson, An Accountancy Corporation, has submitted a proposal for the next three years of audit services. The proposal is included in the packet.

Measure A 2015/2016 Expenditure Report

The report has been submitted to Kevin Wright reporting \$32,907.56 in 2015/2016 Measure A funding and \$6,962.24 in Measure A expenditures. The balance of Measure A funding carried to 2016/2017 is \$51,868.32.

		Sep 30, 16	Sep 30, 15			Sep 30, 16	Sep 30, 15
	PARK BALANCE SHEETS				SEWER BALANCE SHEETS		
ASSETS				ASSETS			
	131.00 · Cash				131.00 · Cash		
	131.46 · Bank of Marin - Park Acc	117,633.83	89,479.56		131.31 · Redwood Credit Union	135,838.02	135,699.05
					131.42 · Bank of Marin - Money Ma	6,624.23	39,149.58
					131.44 · Bank of Marin - Sewer	18,890.86	8,532.38
					131.48 · Bank of Marin - Solar	29,838.72	34,927.20
	Total 131.00 · Cash	117,633.83	89,479.56		Total 131.00 · Cash	191,191.83	218,308.21
					137.00 · Accounts Receivable	81,839.85	79,088.21
	Total Current Assets	117,633.83	89,479.56		Total Current Assets	273,031.68	297,396.42
	Fixed Assets				Fixed Assets		
	100.20 · Land and Land Rights	132,000.00	132,000.00		100.00 · Property, Plant and Equipment	791,665.97	791,665.97
	111.00 · Park Equipment				100.10 · Maps and Records	17,248.00	17,248.00
	Original Cost	305,532.92	305,532.92		100.20 · Land and Land Rights	52,788.00	52,788.00
	105.00 · Depreciation	-51,573.85	-43,933.00		110.00 · Improvement Project	939,393.31	939,393.31
	Total 111.00 · Park Equipment	253,959.07	261,599.92		112.00 · Solar System	269,945.21	269,945.21
					105.00 · Less Accumulated Depreciation	-543,216.01	-491,616.01
	Total Fixed Assets	385,959.07	393,599.92		Total Fixed Assets	1,527,824.48	1,579,424.48
					136.00 · SUSD Note Receivable	18,275.90	19,729.90
	TOTAL ASSETS	503,592.90	483,079.48		TOTAL ASSETS	1,819,132.06	1,896,550.80
	LIABILITIES & EQUITY				LIABILITIES & EQUITY		
	Liabilities				Liabilities		
	222.00 · Accounta Payable	134.10	486.00		222.00 · Accounts Payable	1,627.39	2,443.93
	217.00 · Unearned Revenue	25,000.00	25,000.00				
	Total Current Liabilities	25,134.10	25,486.00		Total Current Liabilities	1,627.39	2,443.93
					211.00 · SWRCB SRF Loan	155,074.71	174,841.36
					215.00 · CREBS Bond	179,411.74	197,352.92
	Total Liabilities	25,134.10	25,486.00		Total Long Term Liabilities	334,486.45	372,194.28
	Equity				Total Liabilities	336,113.84	374,638.21
					Equity		
	252.50 · Investment in Capital Assets	385,959.07	393,599.92		260.00 · Retained Earnings	1,216,019.19	1,274,279.74
					261.00 · Sinking Fund - Debt Reserve	47,775.00	47,775.00
	260.00 · Unassigned Fund Balance	75,928.61	40,670.58		262.00 · Capital Improvement Reserve	42,758.97	42,758.97
	Net Income	16,571.12	23,322.98		263.00 · Emergency Reserve	33,982.00	33,982.00
	Total Equity	478,458.80	457,593.48		264.00 · Operating Reserve	3,537.37	3,537.37
	TOTAL LIABILITIES & EQUITY	503,592.90	483,079.48		265.00 · Net Assets - Unrestricted	105,000.00	105,000.00
					Net Income	33,945.69	14,579.51
					Total Equity	1,483,018.22	1,521,912.59
					TOTAL LIABILITIES & EQUITY	1,819,132.06	1,896,550.80

PARK PROGRAM INCOME & EXPENSES		Jul - Sep 16	Budget
311.00	Interest Income	1.36	0.00
315.80	Measure A Funds	16,498.68	16,450.00
320.00	Contributions Income - Other	550.00	
322.50	Cleaning and Security Deposit	-200.00	
322.00	Park Use Rental - Other	200.00	200.00
322.60	Water Tower PGE	210.00	210.00
Total Income		17,260.04	16,860.00
Expense			
414.57	Accounting	105.00	
414.81	Measure A Project Expenses	25.59	10,000.00
414.82	Measure A Maintenance Expenses	180.98	200.00
414.83	PGE Park	273.19	330.00
414.85	Matching Project Funds	0.00	7,169.00
Total 414.80 - Measure A		479.76	17,699.00
6420	Park Trash Disposal	104.16	
Total Expense		688.92	17,699.00
Increase (Decrease) in Net Assets		16,571.12	-839.00
SEWER PROGRAM INCOME & EXPENSES			
Income			
301.10	Service Charges - Monthly	189.00	189.00
301.15	Service Charges - Annual Fees	1,512.00	0.00
301.20	Service Charges - SUSD	71,136.85	61,258.00
301.30	Service Charges - County - Other	729.05	0.00
305.00	SUSD Sinking Fund	8,062.00	8,062.00
311.00	Interest Income	1,226.01	1,492.00
315.50	Levy 4	92.20	2,050.00
Total Income		82,947.11	73,051.00
Expense			
410.00	Sewage Collection	85.66	93.00
411.00	Sewage Treatment	1,417.86	2,025.00
412.00	Sewage Disposal	88.15	84.00
414.13	State Unemployment Tax	22.00	45.00
414.12	Medicare Payroll Tax	8.70	15.00
414.11	Social Security Tax	37.20	78.00
414.05	Administrator's Fees	0.00	11,369.00
414.31	Property & Liability Insurance	6,050.59	6,000.00
414.33	Worker's Comp Insurance	750.73	500.00
414.41	Postage and Delivery	47.84	87.00
414.43	Office Supplies	65.91	78.00
414.44	Sonic - Web Hosting	59.85	62.00
414.45	Equipment Expense	0.00	62.00
414.465	Board Meber Stipend	600.00	1,000.00
414.467	Board Training	0.00	200.00
414.47	Clerical/Bookkeeping	3,473.75	2,320.00
414.48	Office Rent	300.00	300.00
414.49	Secretary	567.92	1,600.00
414.50	O&M Contractual Services	16,397.91	17,750.00
414.552	Auditor	5,000.00	0.00
414.62	Dues and Subscriptions	161.20	150.00
414.71	Plant and Building Maintenance	0.00	249.00
414.72	Computer Repairs	149.00	62.00
414.73	Equipment Repairs	0.00	287.00
414.76	Collection System Maintenance	0.00	1,250.00
414.77	Irrigation Field Maintenance	0.00	1,500.00
414.78	Solar Panel Maintenance	0.00	100.00
414.90	Telephone and Internet Services	736.56	660.00
417.30	LAFCO Charges	160.40	
415.50	Depreciation Expense	12,900.00	
Total Expense		49,081.23	48,006.00
Net Income		33,865.88	25,045.00



Robert W. Johnson
an accountancy corporation

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www.bob-johnson-cpa.com

September 21, 2016

Board of Directors
Tomales Village Community Services District
P.O. Box 303
Tomales, CA 94971

Attention: Melinda Bell, Financial Manager

Dear Melinda:

Our CPA firm recently completed our three year audit contract with your District. We have appreciated the opportunity to work with your staff and Board of Directors.

A number of our special district clients prefer to retain our services on a three year contract basis. This permits a district to budget accordingly and also permits me to schedule my staff in advance.

Our estimate (maximum fee) for your audits:

Year ended June 30, 2017	\$5,150
Year ended June 30, 2018	5,200
Year ended June 30, 2019	5,300

Please let us know the Board's wishes.

Sincerely,

Robert W. Johnson, CPA

RWJ:ks

Approved Contract

By: _____

Title: _____

Date: _____

SERVICES CONTRACT

1. The Parties. The Parties to this Contract are:

The TOMALES VILLAGE COMMUNITY SERVICES DISTRICT (the "District"), a California Special District, and Melinda Bell _____ ("Contractor").

2. Term. The Effective Date of this Contract is

_____10/12/2016_____. It shall remain in effect for 2 years, unless terminated earlier in accordance with the provisions set forth below in Sections 6 and 7 below.

3. Additional Terms. Additional terms and provisions of this Contract, including the description of the services to be provided and the agreement concerning compensation and reimbursement of expenses, are set forth in the Addendum to Services Contract attached hereto and incorporated into this Contract by this reference. The Addendum can be altered at any time with mutual consent of the District and the Contractor.

4. Performance Monitoring. In order to monitor Contractor's performance under this Contract: (a) Contractor shall submit reports requested by the District to disclose compliance information; (b) the District shall have the right to inspect Contractor's documents, activities and circumstances as appropriate to monitor compliance; and (c) the District will conduct a formal evaluation of Contractor's performance annually, measuring criteria set by the District's Board of Directors.

5. Events of Default. The following constitute events of default:

A. Any material misrepresentation made by Contractor to the District, whether negligent or willful, and whether in the inducement or in the performance of the Contract.

B. Contractor's material failure to perform any of its obligations under the Contract including the following: (a) failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services; (b) failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory; (c) discontinuance of the Services for reasons within Contractor's reasonable control; (d) failure to comply with the District's terms and conditions as set forth in the RFP; (e) failure to comply with any other material term of the Contract.

C. (a) The filing by Contractor of a petition or proceeding under applicable state or federal bankruptcy or solvency laws or statutes, which petition or proceeding has not been dismissed within thirty (30) days after the date of its filing; (b) the initiation against Contractor by any creditor of an involuntary petition or proceeding under any state or federal bankruptcy or insolvency law or statute, which petition or proceeding is not dismissed within thirty (30) days after the date of filing; or (c) the appointment of a receiver for Contractor with respect to all or a portion of its assets.

D. Failure to comply with the provisions in the Contract requiring compliance with all laws in the performance of the Contract.

6. Remedies. Upon the occurrence of any event of default the District shall have the right to declare Contractor in default. The District may in its sole discretion give Contractor an opportunity to cure the default within thirty (30) days. The District will give Contractor written notice of the default, after which the District may invoke any or all of the following remedies:

A. The right to terminate the Contract as to any or all of the Services yet to be performed;

B. The right of specific performance, an injunction, or any other appropriate equitable remedy;

C. The right to money damages;

D. The right to withhold all or any part of Contractor's compensation under this Contract.

7. A. Termination for Cause. The District reserves the right to terminate this Contract in the event Contractor breaches or violates any term or terms of the Contract. In the event of such termination for cause, the District shall pay for services performed and accepted by the District that are in compliance with the requirements of this Contract prior to the date of termination.

B. Termination for Convenience. The District and the Contractor reserve the right to terminate this Contract without showing cause upon giving sixty (60) days written notice to the Contractor. The District shall only pay for services performed prior to the effective date of termination.

8. Ownership of District Data. Any and all data or confidential information that may be provided to or made available to Contractor ("District Data") is and shall remain the property of the District. Contractor and its employees, agents and subcontractors and their employees and agents shall not: (a) use the District Data other than in connection with the performance of the Services; (b) disclose, sell, assign, lease or otherwise provide the District Data to any third parties; or (c) commercially exploit the District Data.

9. Warranties and Representations. In connection with signing and carrying out the Contract, Contractor represents and warrants to the District that: (a) Contractor is appropriately licensed under California law to perform the Services specified in this Contract and will perform no Service for which Contractor is not appropriately licensed; and (b) Contractor is competent to perform the Services and will provide experienced and competent personnel to carry out the Services in a timely fashion.

10. Notices. Notices permitted or required under this Contract shall be sent: (a) to Contractor by delivery to the Contractor's primary contact person identified in the attached Addendum to Services Contract; (b) to the District by delivery to Tomales Village Community Services District, PO Box 303, Tomales, CA 94971; or (c) to such other address that the party may designate by notice to the other which is given in accordance with the terms of this paragraph. Notice shall be deemed to have been given five (5) days after being sent by Registered or Certified Mail, postage prepaid, return receipt requested.

11. Insurance. Contractor is required to procure and maintain insurance as described below. Contractor will provide certificates of insurance showing that it has the required policies. Each company providing insurance coverage shall be authorized to do business in the State of California and shall have a Best's rating of no less than A. The insurance shall require sixty (60) days prior written notice to be given to the District in the event coverage is substantially changed, suspended, voided, cancelled, or not renewed. Contractor expressly understands and agrees that any insurance protection furnished by Contractor hereunder shall in no way limit its responsibility to indemnify the District and hold it harmless under the provisions of this Contract. The Contractor is not provided workers' compensation insurance by the District.

A. General Liability, with limits of liability not less than \$1,000,000 per occurrence.

B. Automobile Liability, with limits of liability not less than \$1,000,000 per occurrence.

C. Professional Liability, with limits of liability not less than \$1,000,000 per occurrence.

12. Disputes. This Contract shall be governed by the laws of the State of California. The Parties agree that any dispute between them arising out of or relating to this Contract shall be resolved by binding arbitration before one arbitrator under the commercial rules of the American Arbitration Association. The parties shall attempt to agree on the arbitrator. If they fail to reach agreement, the arbitrator shall be appointed by the Presiding Judge of the Superior Court of Marin County, California. Unless the parties agree otherwise, the arbitration shall be held in Tomales, California. The prevailing party in any such arbitration or other legal action shall be entitled to recover its reasonable attorney's fees and costs.

13. Indemnification. Contractor will defend, indemnify, keep and hold harmless the District, its directors, officers, representatives, agents, volunteers and employees, from and against any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorneys' fees, for or on account of any injury to any person or any death at any time resulting from such injury, or any damage to property which may arise or which may be alleged to have arisen out of: or in connection with the performance this Contract. This obligation to indemnify shall survive the termination or expiration of this Contract.

14. Independent Contractor. This Contract is not intended to and will not constitute, create, or give rise to a joint venture, partnership, or any other business association or organization of any kind between Contractor and the District. The rights and the obligations of the Parties are only those expressly set forth in this Contract. Contractor shall perform under the Contract as an independent contractor and not as a representative, employee, agent, or partner of the District.

15. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders.

16. Modifications and Amendments. No changes, amendments or modifications of the Contract, or any part hereof, shall be valid unless in writing and signed by both Parties.

17. Assigns. All of the terms and conditions of the Contract are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and permitted assigns. Neither Contractor nor the District may assign or transfer all or any portion of this Contract without the prior written consent of the other Party.

18. Cooperation. If this Contract is terminated for any reason, or if it expires on its own terms, Contractor agrees to: (a) make every effort to assure an orderly transition to another provider of the Services and an orderly demobilization of its own operations in connection with the Services; (b) promptly return all District property, including District Data (as defined in Section 8 above), files and documents; and (c) will otherwise comply with the reasonable requests of the District in connection with the termination or expiration.

19. Waiver. The making or failure to make any payment, take any action or waive any right under this Contract shall not be deemed to be an amendment of this Contract nor a consent to such action or failure to act, or to any other action or failure to act. No waiver by either Party of a breach of any provision of this Contract shall be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right or remedy under this Contract.

20. Severability. In the event that any provision of this Contract is deemed to be invalid by reason of the operation of any law or by reason of an interpretation by any court or other governmental body, this Contract shall be construed as not containing that provision and all other provisions of this Contract shall remain in full force and effect.

21. Non-Liability of Public Officials. Contractor will not charge any director, officer, representative, volunteer, official, employee or agent of the District personally with any liability or expenses of defense or hold any director, officer, representative, volunteer, official, employee or agent of the District personally liable to it under any term or provision of the Contract or because of the District's execution, attempted execution or breach of the Contract.

22. Confidentiality. Contractor acknowledges that it will be entrusted with or have access to valuable and confidential information, including documents, data and records of the District. With respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. If Contractor is presented with a subpoena or request concerning any such information which may be in Contractor's possession by reason of the Contract, Contractor shall immediately give notice to the District so that the District will have the opportunity to contest such subpoena or request before the documents, data or records are submitted to a court or third party. Contractor is not obligated to withhold the delivery beyond the time ordered by the court or administrative agency, unless the subpoena or

request is quashed or the time to produce is otherwise extended.

23. Entire Contract. This Contract, together with the attached Addendum to Services Contract and the Request for Proposal, constitutes the entire agreement and understanding between the parties related to its subject matter. All prior or contemporaneous conversations, negotiations, agreements and representations with respect to the subject matter hereof are superseded by the written terms of this Contract. If there is a conflict between the language in this Contract and language contained in the RFP, then the language in this Contract shall govern.

24. Authority. The persons signing this Contract certify that they have the power and authority to enter into and execute this Contract on behalf of the contracting Parties.

The Parties hereby agree to the terms and provisions set forth in this Services Contract as of the Effective Date set forth above, and agree to be bound by the terms and provisions, including those set forth in the attached Addendum to Services Contract.

TOMALES VILLAGE

COMMUNITY SERVICES DISTRICT

(Contractor)

By: _____

By: _____

Title: _____

Title: _____

ADDENDUM TO SERVICES CONTRACT

A. Contractor's Primary Contact person.

Melinda K. Bell, CPA
Name

P O Box 306
Street Address

Dillon Beach, CA 94929
City, State and ZIP Code

707-878-2478
Telephone Number

415-302-3903
Alternate Telephone Number

B. Services to be Provided.

The Services to be provided under this Contract are described in detail in the attached Scope of Work which is hereby incorporated into this Services Contract by this reference.

In the event that Contractor is requested to provide services that are beyond the Scope of Work as described herein, those services will be compensated as set forth in the "Non-Standard Duties" section of the RFP.

C. Compensation and Reimbursement of Expenses.

The Contractor will be compensated at the rate of \$35.00 hourly for work performed. The District will reimburse expenses approved as incurred on behalf of the District and mileage approved for District purposes at the published IRS rate for business mileage.

Scope of Work:

- **Accounting and Analysis**
- Enter all bills and liabilities in Quick Books. Calculate charges, amounts due, reconcile balances and maintain spreadsheets documenting history. Make all payments on a timely basis and mail.
- Invoice all customers in Quick Books. Calculate income, reconcile balances and maintain spreadsheets documenting history. Prepare invoices and mail with documentation as needed.
- Maintain updated Quick Books vendor, customer, budget and account databases. Verify budget and actual history structure for reporting purposes. Format reports for distribution to suit users and purposes most appropriately.
- Calculate gross payroll, payroll taxes and net payroll. Maintain current understanding of state and federal payroll regulations. Make payments on a timely basis. Prepare analysis for quarterly payroll tax returns, maintain and reconcile year-to-date balances.
- Calculate, reconcile and maintain updated fixed asset, depreciation and equity records in Quick Books and spreadsheets.
- Record and deposit incoming receipts. Reconcile Quick Books bank account balances with online bank data whenever new cash transactions are entered. File accessible monthly reconciliation reports for all accounts. Investigate any unexplained transactions in bank accounts. Make transfers when needed.
- Maintain updated history for all income and expense categories as needed, such as grants, Measure A funding, sewer operations and park capital projects. Prepare analysis as requested for auditors, regulators, board members and others as detailed below.
- **Communication – Email, US Mail, Telephone, Personal Delivery and Request**
- Rate Payers and Park Renters
 - Convey rate payer requests to General Manager. Provide information as needed.
 - Provide and receive signed and completed rental contracts. Reserve park for renters, maintain calendar of all reservations, deposit fees paid, verify and file insurance certificates. Notify David and Henry of all reservations. After event verify with David if deposit should be refunded, send refund as appropriate. Maintain park reservation records; format and distribute reports as requested.
- County and Grantors Receive and respond to all communication from Marin County Departments of Finance, Assessor-Recorder, Parks, Treasurer and Tax Collector. Convey requests from other departments to General Manager, respond as needed, preparing analysis and filing reports on a timely basis.
- State and Federal Receive and respond to all communication from State Controller's Office, Board of Equalization, Franchise Tax Board, Secretary of State, Internal Revenue Service, EDD. Convey requests from other departments to General Manager, respond as needed.

- Other Districts and Public Records Monitor ListServe and respond to direct requests from other districts, agencies and others for financial information, convey other requests to General Manager. Provide financial records for public records requests.
- Board, Committee Members, Auditors and Staff Provide all analysis and reports requested. Attend meetings as needed. Serve as Chair of the Financial Advisory Committee, prepare agenda and bring significant matters to the attention of committee members when needed.
- Bills and Receipts Respond to all inquiries from vendors and customers. Provide information as needed.
- **Reports – Prepare, update and validate**
- Board and Committees Monthly financial reports, annual and monthly budgets, year-end and monthly financial statements, monthly check registers and others as requested.
- County, Grantors and Auditor Measure A Work Plan, Annual Measure A Expenditure Report, Transmittals #1 through #6, grant applications, grant progress and final reports, PBC analysis, financial statements and documents requested by auditor, others as requested.
- State and Federal
 - State: Annual Government Compensation Report, Secretary of State Filing, New Employees Report, Quarterly DE9 and DE9C, others as requested: Auditor does annual State Controller's Report
 - Federal: US Census Report, quarterly 941 reports, 1099's, W-2's, others as needed.
- Staff and Others Provide analysis and reports on a timely basis to staff, vendors and customers as requested.

GENERAL MANAGER'S REPORT

OCTOBER 12, 2016

Coordination with Staff

- ❖ Reviewed October 12, 2016 agenda and optimized agenda packet.
- ❖ Update on continuing issues with SCADA communications and the installation of the new radio transmitter.
- ❖ Have not received a response to our request for a breakdown of two invoices from Telstar in terms of classifications used, hourly rates, report preparation charges, travel time, and mileage.
- ❖ Continued reviewing existing procedures, gathering and reviewing data and background reports, existing contracts and agreements particularly any contracts with Telstar, and regulatory requirements and self-monitoring reporting procedures.

New/Continuing Business

- ❖ Since the installation of the new radio transmitter last month, we have seen an improvement to communications in terms of comm. fails. However, some fails have continued intermittently.
- ❖ Received a request from NSU/PSI to remove duckweed from pond 1. This work is considered non-scheduled work and is estimated to cost approximately \$1,500.00. I am exploring other methods for duckweed removal/control.
- ❖ Have prepared a draft asset inventory and will present it to the Board at the October meeting.
- ❖ Have started to recalculate the special district web transparency scorecard to gage our progress in improving from a D to a B- grade.
- ❖ We have received a breakdown of charges for the monthly fee to perform routine operations and maintenance by NSU/PSI. This will be shared with the Board at the October meeting.

Next Month

Report Preparation

- ❖ Prepare revised O&M Manual consistent with WDRs and with discussions with NSU/PSI. Tentative submittal date to the Regional Board is November 30, 2016. We will submit the O&M Plan to the TVCSD Board at the November meeting prior to forwarding it to the Regional Board. We expect that this O&M Plan will be the basis for an RFP for a new OM&M Agreement for the wastewater system services contract.
- ❖ Continue working with NSU/PSI on the preparation of asset management plan for inclusion into the District's five-year financial plan.
- ❖ Begin preparation of CSD standards and policies for sewer connections.
- ❖ Address contract administration needs for some of the upcoming park improvement projects.

District Coordination

- ❖ Conduct facility inspection and needs assessment with Natural Systems Utilities and Phillips & Associates. Goal is to prepare asset management plan, capital improvement plan, and 10-year financial plan.

September 14, 2016

Mr. Blair Allen
Regional Water Quality
San Francisco Bay Region
1515 Clay Street Suite 1400
Oakland, CA 94612

Emailed To:
WDR.monitoring@waterboard.ca.gov

RE: Self-Monitoring Report
Tomales, Marin County
Order No. R2-2015-0019
I.D. No. 264662
August 2016

Mr. Allen

Enclosed please find the Self-Monitoring Report.

Operations is satisfactory and maintenance on schedule.

I certify under the penalty of law that this document and all attachments have been prepared under my direction or supervision in accordance with a system designed to assure that qualified personal proper gathered and evaluated the information submitted. The information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Sincerely,
PHILLIPS & ASSOCIATES



Steve C. Chase
Operations Supervisor
Certified Chief Plant Operator #II-40930

cc: Tomales Village Community Service District
Vanessa Zubkousky, Department of Public Health, Richmond

Tomales Wastewater Facility
Non-compliance Report
August 2016

NON-COMPLIANCE:

Sample point Eff-Tr exceeded both the monthly average and monthly maximum

PROBABLE CAUSE:

Seasonal algae growth in pond 3 may have attributed to this.

CORRECTIVE ACTION:

Made process adjustments and will be collecting 2 samples per week until the issue is resolved.

TOMALES TREATMENT PONDS STANDARD OBSERVATION REPORT

1. Reporting period (Month/Year) August 2016
2. Pond Standard Observation required every week year round.

INSPECTION		Week No. 1	Week No. 2	Week No. 3	Week No. 4	
Date		8-2-16	8-7-16	8-16	8-23	8-30
Day		Tue	Tue	Tu	Tue	Tu
Time		1110	1250	0940	0930	1230
Operator		JF	JF	SC	JF	SC
* Nuisance odors from ponds		N	N	N	N	N
* Evidence of pond berm seepage		N	N	N	N	N
* Evidence of improper system components and hydraulic integrity		N	N	N	N	N
Sign posting that wastewater is unsafe to drink		Y	Y	Y	Y	Y

* Report Yes or No and any Yes responses please report immediately to supervisor or Chief Plant Operator

TOMALES INFLUENT HEADWORKS STANDARD OBSERVATION REPORT

1. Reporting period (Month/Year) August 16

2. Influent Headworks Standard Observation required every week year round.

INSPECTION	Week No. 1	Week No. 2	Week No. 3	Week No. 4	
Date	8-2-16	8-7-16	8-14	8-23	8-30
Day	Tue	Tue	Tu	Tue	Tu
Time	1100	1250	0945	0930	1230
Operator	JF	JF	SL	JF	SL
Rain fall, inches	0	0	0	0	0
* Nuisance odors (smell)	N	N	N	N	N
* Evidence of any standing water	N	N	N	N	N
* Evidence of mosquitoes breeding	N	N	N	N	N
* Evidence of improper system components and hydraulic integrity	N	N	N	N	N
* Evidence of structure seepage	N	N	N	N	N

* Report Yes or No and any Yes responses report immediately to supervisor or Chief Plant Operator

**TOMALES STORAGE PONDS
STANDARD OBSERVATION REPORT**

1. Reporting period (Month/Year) August 2016

2. Storage Pond Standard Observation required every week year round.

INSPECTION	Week No. 1	Week No. 2	Week No. 3	Week No. 4	Week No. 5
Date	8-2-16	8-9-16	8-16	8-23	8-30
Day	Tue	Tue	Tu	Tu	Tu
Time	1145	1250	1100	1000	0830
Operator	JF	JF	SC	SC	J
* Nuisance odors from ponds	N	N	N	N	N
* Evidence of pond berm seepage	N	N	N	N	N
* Evidence of improper system components and hydraulic integrity	N	N	N	N	N
Signage that wastewater is unsafe to drink	Y	Y	Y	Y	Y

* Report Yes or No and any Yes response s please report immediately to supervisor or Chief Plant Operator

**TOMALES CHLORINE STORAGE TANK
STANDARD OBSERVATION REPORT**

1. Reporting period (Month/Year) August 16

2. Chlorine Storage Tank Standard Observation required every week year round.

INSPECTION					
Date	8-2-16	8-9-16	8-16	8-23	8-30
Day	Tue	Tue	Tu	Tu	Tu
Time	1200	1230	1100	1000	0830
Tech	JF	JF	SC	SC	SC
* Evident of any leaks	N	N	N	N	N
Tank level, inches	19	16	12	9	14
Cl2 gallons added	0	0	0	60	0
New tank level after adding Cl2, inches	19	16	12	16	14
Gallons used for treatment since last check	8	24	32	24	16
Warning Signs Improperly Posted	N	N	N	N	N

3. * Any Yes response s please report immediately to supervisor

4. I certify that this report information, to the best of my knowledge is true and correct.

Revised 1506

**TOMALES WASTEWATER TREATMENT FACILITY
STANDARD OBSERVATION REPORT
FIELD DISCHARGE AREA**

Month of August 2016

OBSERVATIONS ARE TO BE PERFORMED WEEKLY WHEN IRRIGATION IS RUNNING

INSPECTION	Week No. 1	Week No. 2	Week No. 3	Week No. 4	Week No. 5
Day	Tu	Tu	Tu	Tu	Tu
Time	1150	1250	1100	1030	0830
Operator	JF	JF	SC	SC	SC
Evidence of standing water	N	N	Y	Y	N
* Evidence of runoff from site	N	N	N	N	N
Evidence of erosion caused by irrigation	N	N	N	N	N
Evidence of system run off containment system from proper condition and integrity.	N	N	N	N	N
* Any odors	N	N	N	N	N
Mosquito breeding resulting from irrigation	N	N	N	N	N
* Evidence of improper distribution system components and hydraulic integrity	N	N	N	N	N
Perimeter fence posting informing public wastewater is not safe to drink	Y	Y	Y	Y	Y
Sodium Hypochloride tank level, inches	19	16	12	9-16	14

* If irrigation runoff is evident, estimate size of effected area (include sketch)

** If odors evident, note source and area affected.

FINANCIAL ADVISORY COMMITTEE MEETING MINUTES

TOMALES VILLAGE COMMUNITY SERVICES DISTRICT

WEDNESDAY, SEPTEMBER 28, 2016

Present: Melinda Bell (Chair), Deborah Parrish, Venta Leon, Donna Clavaud

Absent: Chick Petersen

The meeting was convened at 6:30pm by Melinda Bell and Donna Clavaud recorded the minutes of the meeting.

AGENDA

1. Tomales Park CIP and RFP Progress Report:

The Fence grant application to Marin County Community Funds has been submitted. Donna is working on the RFPs for the projects and is still waiting for final specs from David Judd and an engineer's estimate for the gazebo.

2. September FAC Priorities Ongoing:

- a. **Asset Management Inventory & Rate Analysis**-We are still waiting for an updated asset inventory. Committee agrees that Melinda will send an email to Jose Ortiz for an update & timeline on a completion. This is needed in order to submit new data to RCAC for Rate Analysis and to develop a 5-year financial plan.
- b. **Policies & Procedures; By-Laws**-We agree to identify all completed policies and review at next meeting. Also to bring the draft of the Procedures to the October FAC meeting for discussion.

The following Policies are complete:

Conflict of Interest Policy

Public Records Request

Email ethics, usage & security Policy

Competitive Bidding Policy

Commitment to Good Service

Roles of Board of Directors

Committees Policy

Media Communications

General Financial Policy

CIP Policy

Tomales Park Committee meeting minutes		
Monday, September 26, 2016 Meeting began @ 6:35 pm		
Margaret Graham chaired the meeting.		
Walter Earle served as note taker.		
Present for meeting were: Bill Bonini, David Judd, Susan Alvarez. Absent: Patty Oku, Beth Koelker		
Agenda:		
Open Communication		
Gazebo and water fountain decisions for RFP's		
Beth and Bishop's donation box		
Adjourn		
Agenda Item	Discussion	Action
Open Communication	Margaret reported that we made \$550 from the Founder's Day Book Sale. This includes a \$100 donation from someone in Petaluma who took all the remaining books. Susan was welcomed to the meeting as a possible new Park committee member	
Gazebo decisions for RFP's	A discussion was held about the type of wiring and lighting to be installed in the new gazebo. The wiring will be installed in rigid steel conduit. A switch box will be cast into the concrete bench and be locked for security reasons. This can hold switches for both the lights and outlets. Conduit for the ceiling and upper light fixture will run up the outside of one of the supports. A box for the central light fixture will be installed at the apex so that a fixture can be added later. Bill will talk to Alex about what type of lighting to use around the perimeter of the roof. There will be one light for each panel to illuminate the ceiling.	
Water fountain decisions for RFP's	David is investigating a water fountain kit that can be attached to the existing plumbing. It will require a freeze resistant connection to the water supply. Haws model #6521FR will do the trick and can be installed without compromising the interior space as far as handicap requirements are concerned. It was suggested that all of this could be installed for under \$5,000 by David to avoid needing to modify the plans for an rfp. We will need to purchase the fountain and box and with the Board's approval can begin soon. Rails will need to be attached to the outside of the building to prevent a blind person from colliding with the water fountain.	
Beth and Bishop's donation box	There was no discussion as Beth was absent	
Meeting adjourned at 7:47 pm.		
Minutes approved by:		
Date:		

Reserve Policy (minus set \$ amounts)

The following policies are drafts:

RFP Guidelines

Independent Contractor Policy

Office Use

Document Retention

Reimbursements

We need to draft a policy for the following:

Succession Policy

TVCS D By-Laws:

The By-Laws need to be updated and should be prioritized as they are the foundation for the District. FAC will address this on the October meeting agenda and make recommended Amendments to Board. Donna will email a copy to all committee members.

c. O&M, RFPs, Staff Scope of Work, Contracts:

We reviewed Melinda's scope of work and made a few recommended changes to the insurance coverages required. We are recommending the Board review the contract and take action to approve it.

The O & M Contract is still pending and dependent on the updating of the O & M Manual. Once this is complete, we can move forward on a revised RFP for distribution.

Jose Ortiz contract still valid and no action is required.

Cynthia Hammond does not require a contract since she is employed by Nelson & Associates. However, she and the General Manager should meet to clarify her scope of work.

3. Changes in 2016-17 Estimated Income:

TVCS D has lost three sewer units as ratepayers have been paying annual fees in lieu of hookup fees since the lots are undeveloped; however since no plans for development are expected, they have cancelled these fees. This has resulted in a loss of revenue to the District. However, it is balance by an increase in fees to SUS D for the 2016-17 budget year.

4. Financial Administration:

a. **Office Telephone & Internet:** pending a consultation with local computer technician Ric Hahn.

- b. **Utilization of Office Space:** Ascertain who has office keys at this time. FAC members agree that all Board members should have keys. There should be a Key Inventory/Sign out Log. This should be Cynthia's responsibility.
- c. **Possible cost-saving measures:** Melinda recommends that TVCSD consider cutting numerous subscriptions to journals and possibly reassess our agency memberships. She will check with General Manager.
- d. **Audit Suggestions:** The last fiscal year audit is complete and copies will be given to all Board members. The Auditor indicates all prior year audit recommendations have been implemented.

The next meeting agenda will focus on a review of district By-laws and recommendations for possible amendments; review draft document of Procedures; work on draft policies.

The meeting was adjourned at 8pm.

Signed:

Dated: