



## **TVCSB Board of Director's Regular Meeting Agenda**

**Date: Wednesday, October 13, 2021, 7 pm via Zoom**

**Various Locations- Teleconference Meeting Pursuant to Executive Order N-29-20**

### **Notice of Teleconferenced Meeting**

Pursuant to the Governor's Executive Order N-29-20 (dated March 17, 2020), members of the Board of Directors may participate via teleconference. Teleconference locations are not open to the public pursuant to California Governor Executive Order N-29-20. For this meeting, there will be no physical location from which members of the public may observe/comment.

Board Members Teleconferencing: Dru Fallon O'Neill, Donna Clavaud, Bill Bonini, John Ward, and Peter MacLaird.

**Members of the Public may participate and provide public comments to teleconference meetings as follows:**

1. If you wish to submit a public comment on agenda items in advance of the meeting, please send to jose91946@sbcglobal.net. Emails received prior to the meeting will be included in the public record. The Board President will read public comments at the Board meeting, not to exceed three minutes (approximately 300 words).
2. If you wish to submit a public comment during the meeting, please use the following information:  
https://us02web.zoom.us/j/85094070136 dial by your location \_United States\_\_\_\_  
Meeting ID: 850 9407 0136

In the event of a Zoom Bombing, the Zoom meeting will be terminated and a new meeting, login credentials below, will be used to continue the District's business. The login credentials will not be made public and only written comments will be allowed for the remainder of the meeting.

Public testimony will be taken at the direction of the Board President and members of the public may only comment during times allotted for public comments. If you wish to request a disability-related modification or accommodation, please contact the District by email at [cynthmarie@sbcglobal.net](mailto:cynthmarie@sbcglobal.net).

### **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 13, 2021 BOD Agenda Action**

**IV. Board Member Reports**

**V. Approval of September 8, 2021 Regular Meeting Minutes Action**

**VI. Committee Reports**

a. Park Advisory Committee (PAC)

1. Review September 27, 2021 Working Session Notes
2. Update on October 2, 2021 Marin Century Park Rental Event
3. Update on Water Tower
4. Update on Ordering Surface Material for Park
5. Status of ADA Engineer for Park Ramps Project

PO Box 303 ● Tomales, CA ● 94971 ● ph 707.878.2767 ● [www.tomalescsd.ca.gov](http://www.tomalescsd.ca.gov)

Board of Directors:

Dru Fallon O'Neill, President ● Donna Clavaud, Vice President ● Bill Bonini ● Peter MacLaird ● John Ward



- b. Financial Advisory Committee (FAC)
  - 1. Review September 29, 2021 Work Session Notes
  - 2. Review One (1) Page Invitation to Participate in General Manager RFP
  - 3. Review Full General Manager RFP

**VII. Financial Report (Melinda Bell)**

- a. Accept Check Registers and Approve Expenditures **Action**
- b. Financial Manager's Report
- c. Review and Approve Financial Statements **Action**

**VIII. General Manager's Report**

- a. Status of CCTV Inspection of sewer mains
- b. Status of SCADA System for Reports
- c. Status on sewer connection inquiries
- d. General Manager's contract **Action**

**IX. NSU Report**

- a. Review August 2021 reports

**X. Pending Business**

**XI. Other Business**

**XII. New Business**

**XIII. Old Business**

- a. Update on Five (5) Year Strategy and Succession Planning Workshops
- b. Update on TVCSD Website Hand-off

**XIV. Correspondence**

- a. Discuss and Clarify and who is Responsible for Correspondence?

**XV. Adjournment**

**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.*

*The agenda and supporting documents can be accessed on the TVCSD website 72 hours prior to the meeting. Anyone requesting disability related accommodations may contact the district office 72 hours prior to the meeting.*



## TVCS D Board of Director's Meeting Minutes

**Date: Wednesday, September 8, 2021 7 – 9 pm Via Zoom**

**Location: Tomales Town Hall, Tomales, California 94971 DRAFT**

**Board Members Present:** Dru Fallon O'Neill, President; Donna Clavaud, Vice President; Bill Bonini, Peter MacLaird, John Ward

**Board Members Absent:** None

**Also Present:** Jose Ortiz, TVCS D General Manager; Cynthia Hammond, TVCS D Recording Secretary

### I. Call To Order:

In Dru Fallon O'Neill called the meeting to order at 7:02 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.

Bill Bonini asked the Board to think about the capacity for future sewer hook-ups and thought this should be part of the Strategic Plan. Jose Ortiz said the current capacity is 43,000 gallons per day and there is enough capacity for an additional 30,000 gallons flow per day.

### III. Approval of September 8, 2021 TVCS D BOD Agenda

Bill Bonini motioned to approve the September 8, 2021 TVCS D Board Agenda. Peter MacLaird seconded the motion. M/S/C

### IV. TVCS D Board Member Reports

Donna Clavaud reminded the Board that the CSDA magazine is a valuable resource for TVCS D and advises the Board to take advantage of this resource. Recent articles included reserve policies, drafting meeting minutes, the Brown Act as it relates to Covid pandemic (legislation allows for virtual meetings to continue) and there are \$100 ml in grants that are available to California Special Districts to cover relief of lost revenue due to the Covid pandemic and climate crisis projects (ex: micro grid projects).

### V. Approval of July 14, 2021 TVCS D Regular BOD Minutes

Bill Bonini motioned to approve the July 14, 2021 TVCS D Regular meeting minutes as is. Donna Clavaud seconded the motion. M/S/C

### VI. Approval of July 21, 2021 TVCS D Special Meeting Minutes

John Ward motioned to approve the July 21, 2021 TVCS D Special Meeting Minutes as is. Bill Bonini seconded the motion. M/S/C

## VII. Committee Reports:

### a. Park Advisory Committee (PAC):

#### 1. No PAC meetings were held in July or August 2021

Dru Fallon O'Neill said the next PAC meeting will be on 9/27/2021 at 3:00 pm at the Park.

#### 2. Suggest Scheduling PAC Meetings every Month

Dru Fallon O'Neill also said there is a possibility that no meetings would be held in November or December and meetings will resume every month starting in January 2022.

#### 3. Surface Materials for All Playground Areas; Revise Cost Estimates from 100 cubic yards to 50 cubic yards and Schedule Delivery ASAP

Donna Clavaud said David Judd got an estimate for 100 cubic yards. Jose Ortiz said the estimate was for 70 cubic yards and felt that 50 cubic yards was sufficient. Bill Bonini offered to re-measure the areas. Donna Clavaud said it was important to include the empty play area as it is used for rentals.

#### 4. Revise Janitorial Hours at the Park

Donna Clavaud said Edgar Martinez was available seven (7) days a week for one (1) hour per day through September and October, at the current rate, and to re-evaluate hours at the November 10<sup>th</sup>, 2021 TVCSD Board meeting.

Donna Clavaud motioned to revise the janitorial hours at the Park to seven (7) days a week for one (1) hour per day, at the current rate, and to re-evaluate hours at the November 10, 2021. Bill Bonini seconded the motion M/S/C

#### 5. Discuss Time Frame for Water Tower Demolition

Bill Bonini would like to re-evaluate the water tower demolition and suggested removing the top story; replace the roof and to keep the structure for storage. Bill Bonini said the estimate to totally demolish the structure and to remove the debris was under \$5,000. Bill Bonini and John Ward will meet at the water tower to discuss this option further.

#### 6. Discuss ADA Ramp Project to be Launched before General Manager Retires

Jose Ortiz will contact ADA contractors/architects and will report back to the Board at the October 13, 2021 meeting. Donna Clavaud would like to fast tract this project before Jose Ortiz retires as it has been a priority.

#### 7. Discuss Routine Park Maintenance and Operations (Rentals)

Dru Fallon O'Neill said there needs formality for routine Park maintenance and operations. Donna Clavaud said Melinda Bell is saddled with Park rentals; special requests, contracts, etc. Bill Bonini suggested Cynthia Hammond be responsible for the Park rentals. Cynthia Hammond didn't think it was feasible for her, as she lives in Inverness, and questioned what if people wanted tours or problems arose; would she have to go to Tomales to mitigate. Donna Clavaud said it would be better to have a Tomales resident take this responsibility on. Jose Ortiz said PAC used to handle all of the rentals and after Margaret Graham's passing, Melinda took on the responsibility. Jose Ortiz asked the TVCSD Board if PAC should be handling all of the rentals. John Ward asked if rentals should be a General Manager's role and Jose Ortiz said yes, but Bill Bonini didn't think this was a General Manager's responsibility unless a specific matter arises. John Ward thought the Park rentals were a lot of work for a volunteer to take on.

Donna Clavaud said there were issues with people not wanting to secure Certificates of Liability

Insurance for the day of the event. Bill Bonini suggested using the current contract for a couple of months and to re-evaluate if the same issues keep coming up. Cynthia Hammond suggested stating specifically what amenities are included in renting the Park as issues arose after a contract was signed; such as water, tables, electricity, etc. Dru Fallon O'Neill will ask for volunteers at the next PAC meeting, such as requests for Tours by prospective Park renters.

Donna Clavaud motioned for TVCSD Board to give PAC direction to continue using updated Park rental agreement; to meet with Melinda Bell & David Judd to clarify Park rental process and PAC will identify support for Melinda Bell and David Judd. In addition, to add a list amenities and surcharges for electricity and additional water usage to the rental agreement. Bill Bonini seconded the motion. M/S/C

b. Financial Advisory Committee (FAC):

1. No June, July or August FAC Zoom meetings were held due to prior completion of 2021/2022 Budgets; however Work Sessions were conducted by phone and email on Annual Audits and Park Rentals

2. Follow-up on 2021/2022 Management Discussion & Analysis and Audit Follow-up  
Donna Clavaud said the auditors required a new format and praised Melinda Bell for her outstanding and thorough work. Donna Clavaud reported the audit went very well and they were impressed with the financial successes and accomplishments of TVCSD this past year. One of the auditor's recommendations was to have Melinda Bell's successor pinned down prior to Melinda Bell's retirement. Jose Ortiz said the auditors questioned him on fraud and corporation of assets vulnerability. Jose Ortiz explained the District financial policies in place that stipulate internal controls and procedures to avoid violations.

3. Recommend Janitorial Services at TVCSD Office  
Jose Ortiz asked what the lease agreement was in regards to janitorial services. Bill Bonini will talk to the landlord to clarify.

Bill Bonini motioned to call and schedule Edgar Martinez to clean the TVCSD office, the stairway and the bathroom as needed, until the end of the year, and to re-evaluate the schedule at the end of the year. Donna Clavaud seconded the motion. M/S/C

Bill Bonini will also talk to the landlord about replacing ceiling fan and light fixture in the TVCSD office.

**VIII. Financial Report (Melinda Bell)**

a. Accept Check Registers and Approve Expenditures:

Bill Bonini motioned to accept the check registers and approve expenditures. John Ward seconded the motion. M/S/C

b. Financial Manager's Report:

Financial Manager's report was reviewed.

Dru Fallon O'Neill pointed out the sewer plant electric bill for \$6,642 was unexpected. This issue will be discussed at the FAC meeting on 9/29/2021. Bill Bonini suggested checking out the solar output. John

Ward also mentioned that there are two (2) more years to pay off the solar system. Jose Ortiz will email John Ward the engineer's analysis report in regards to the solar pay-off schedule. Jose Ortiz said the PG & E expenses will be examined more closely.

c. Review and Approve Financial Statements:

Peter MacLaird motioned to approve the financial statements. John Ward seconded the motion.  
M/S/C

**IX. General Manager's Report**

a. Final Phase of TV Inspection

Roy's Sewer Service will do the final phase of the TV inspection of system pipes at the end of September, beginning of October. NSU found substantial leaking at the valve and strainer coming into the irrigation shed from the storage ponds. Repair costs, including labor will be \$2,300.

Donna Clavaud said when she went to the storage shed at the Plant, there was evidence of mice and suggested Edgar Martinez could be hired to thoroughly clean the shed and requests Board approval. John Ward offered to help.

b. Board/Staff/Committee Members & Volunteers Tour of Plant and Park before December 1, 2021

John Ward suggested conducting the tour when the new General Manager is hired. After some discussion, it was agreed to schedule a Tour sooner, on October 13<sup>th</sup>, 2021 at 3:00 pm for Board/Staff/Committee Volunteers before General Manager search.

c. Final General Manager RFP for Final Approval

1. Post RFP on Website

Jose Ortiz said he reviewed and amended the General Manager's RFP. Jose Ortiz will review the Matrix Study to determine the required hours per month for the RFP. Jose Ortiz reached out to Heather Brooks, the General Manager for Tamalpais Community Services District. Heather Brooks pointed out a group is forming to see how Special Districts in Marin County, that have part time General Manager's, may want to expand their workload. Jose Ortiz will continue this conversation with Heather Brooks.

2. Identify List of Clearing Houses for Posting of RFP and Notice of Interest

Donna Clavaud reminded the TVCSD Board a Notice of Interest (a short job description) was to be written and to post on TVCSD website. Jose Ortiz said the Notice of Interest would give directions to potential applicants how to access the RFP and who to contact with questions. Jose Ortiz asked who should be the contact. Donna Clavaud said technical questions should go to Jose Ortiz and the RFP's would go to the TVCSD General Manager Search Committee and suggested a schedule for submissions, deadlines, etc.

3. Identify and Determine Search Committee Responsibilities

Donna Clavaud, John Ward and Melinda Bell will be on the General Manager Search Committee. Donna Clavaud offered to be the contact to field RFP questions; will write the Notice of Interest, develop the schedule and will review the amended RFP.

No Action was taken. Direction on roles, responsibilities and process was given.

**X. NSU Report**

a. Review June and July 2021 reports

Reports were reviewed.

**XI. Pending Business**

None

**XII. Other Business**

None

**XIII. New Business**

a. Marin County Parks Measure A Survey

<https://www.marincountyparks.org/projectsplans/2021-community-survey>

Donna Clavaud said the Measure A survey is being saturated throughout Marin County and requested the TVCSD Board to fill out the survey. Measure A seeks to extend funding support. Dru Fallon O’Neill said she would fill out the survey as a representative of TVCSD. Cynthia Hammond pointed out she took the survey and it wasn’t restricted to Tomales residents.

Donna Clavaud motioned that Dru Fallon O’Neill complete the survey for Measure A on behalf of TVCSD and requested all Board and Staff take the survey. Bill Bonini seconded the motion. M/S/C

**XIV. Old Business**

a. Review, Update and Training Session for TVCSD Website Hand Over with Jose Ortiz, Cynthia Hammond and Donna Clavaud

A face to face meeting (TBD) will be held at the TVCSD office for website training.

Bill Bonini motioned hand off website responsibilities to Cynthia Hammond. John Ward seconded the motion. M/S/C

b. Update on Five (5) Year Strategic and Succession Planning Workshops

Dru Fallon O’Neill said the Five (5) Year Succession Planning Workshops were going well. The next Workshop meeting is scheduled for September 15, 2021 at 6:00 via Zoom. Jose Ortiz said it would be ideal to adopt the Five (5) Year Strategic and Succession Plan at the October 13, 2021 TVCSD Regular Board Meeting.

c. Discussion on how TVCSD is Responding to Severe Drought Conditions

Jose Ortiz said over the years there have been requests about people drafting water from the ponds. A recycling water permit would be needed and Jose Ortiz will investigate further.

**XV. Correspondence**

Bill Bonini was contacted by a community member that fixed the gate and the fence around the irrigation ponds. The community member asked if he could be compensated. Jose Ortiz requested copies of the invoices and this will be added as agenda item for the October 13, 2021 TVCSD Regular Board Meeting.

Jose Ortiz received verbal communications from Pamela Mulvey regarding a sewer hook-up.

**XVI. Adjournment**

Meeting was adjourned at 9:51 pm. No objections.

**Next TVCSD BOD Meetings:**

**TVCSD Special Board Meeting (SWOT, Phase 2), September 15, 6 pm via Zoom**

**TVCSD Regular Board Meeting, October 13, 2021, 7 pm via Zoom**

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Approved by: Dru Fallon O’Neill, President

Date:

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Attested by: Cynthia Hammond, Recording Secretary

Date:

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Board of Directors:

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John Ward



## **Park Advisory Committee Meeting September 27, 2021**

PAC meeting was changed to a Work Session due to a lack of a quorum.

**Present:** Margaret Nettles, Walter Earle, Dru Fallon O'Neill; PAC Committee, Donna Clavaud; TVCSD Vice President

**Absent:** Beth Koelker, Venta Leon, Patty Oku

Session got underway at 3:16 pm with a discussion about the need for a more concise protocol for handling Park rentals with PAC Committee member participation. The need for a liaison was brought about with the Marin Century bike event. David Judd has been volunteering to fill this need, but at the TVCSD September Board meeting, discussion focused on a need for a more formal arrangement.

Extra services needed at the park for this event included water and electricity which aren't addressed in the new rental agreement. The current rental contract will be in use with a review in 6 months to determine if there is a need to address a possible surcharge for future rental contracts.

The Work Session focused on future promotion of park rentals with a calendar posted on the TVCSD website and fundraisers promoted/spearheaded by PAC.

Measure A promotion is a worthy endeavor and signs were posted in the Park giving a nod to the funds used for park projects. PAC will also work towards support of Measure A for the June 2022 election.

### **Projects on the front burner:**

Need for more bark around play structures and the large area where the tent was placed during Founder's Day, ADA ramps & Tower assessment.

### **Back burner:**

Replace the fence in the spring.

Discussion continued with maintenance protocols and handling of emergency repair situations.

New member possibilities for PAC will be pursued to bring the Committee to 7.

\*Despite lack of quorum the present Board members, with a motion by Margaret, seconded by Walter, accepted the May PAC minutes, due to the sent minutes did not receive any corrections notice from the full Board. We can certainly vote on them during our next meeting, with a quorum.

Session ended at 3:57 pm.

# FINANCIAL ADVISORY COMMITTEE WORK SESSION NOTES

## TOMALES VILLAGE COMMUNITY SERVICES DISTRICT (TVCSO)

WEDNESDAY, SEPTEMBER 29, 2021

**PRESENT:** Melinda Bell, Chairperson & TVCSO Financial Services; John Ward, TVCSO Board Member; Donna Clavaud, TVCSO Board Member & FAC Secretary.

FAC members met at the TVCSO Office to hold this Work Session. Donna Clavaud took notes for the discussion based on the FAC Agenda below.

The FAC members met in a Work Session to consider TVCSO financial issues for the sewer system enterprise and the Tomales Community Park that are emerging from the current TVCSO 5-year Strategic and Succession Plan Workshops. FAC members discussed each priority issue that requires attention to strengthen District goals and objectives, and we began to plan FAC tasks for the next few months. This Agenda reflects key topics and tasks we identified and discussed. This Work Session was primarily a discussion of committee work ahead and an opportunity for us to further explore some of necessary tasks to be performed.

### AGENDA

#### **A. FAC Priorities in Strategic Planning:**

- 1. Succession Planning**
- 2. Clarification of Roles & Duties: Staff, Board and Volunteers**
- 3. Review Existing TVCSO Policies & Identify Policy Gaps**
- 4. Increase Transparency & Clarity in Public Presentations about TVCSO**
- 5. Consider Use of Consultants for Legal, Solar & Internet Technology Challenges**

#### **B. Tasks for FAC Progress on TVCSO Strategic Planning:**

##### **1. Write Succession Plan.**

We discussed developing a document that supports our succession strategy. Wait to see what kind of information is included in the succession workshop report.

##### **2. \*Review and Update Staff Job Descriptions with scope of work & specific duties.**

We discussed how important it is to keep staff job descriptions updated and specific to account for expanded duties or duties performed outside of contracts. We called attention to the need for more clarification on staff responsibility for all correspondence and public inquiries via phone, email or postal mail. We noted that all 3 Staff job descriptions are currently being updated. We agreed this is a key task for a healthy succession plan and central to effective strategic planning. FAC

members agree that we will be reviewing all three Staff job descriptions on a regular basis to be determined.

**\*Review Park Budget for additional paid Administrative Support for Rentals & Park events; and paid part-time Park Construction Project Manager as needed. Work with PAC to develop written priority procedures for Park management, maintenance, and planned capital improvement projects.**

We agreed that FAC can study the Park budget and identify some options to the Board about funding for paid work. FAC can take the lead to clarify Park procedures on administrative support and routine maintenance that is required and write a draft document for Board and PAC input. Evaluate cost benefit of park rentals if paid labor is required to maintain and manage added park use.

Research liabilities on park rentals for large gatherings: is there a contract template we can adapt for our park rentals? Review pricing on large gathering rentals and identify amenities included. Charges for extra water & electric?

**3. Work with TVCSD Recording Secretary on Policy Manual Compilation. Suggest any additional Policies required.**

FAC members plan to review CSDA Sample Policy Manual to check whether there are other policies that would benefit TVCSD. We need to check policies to clarify date of Board approval.

For example, TVCSD Reserve Policy needs re-visiting to determine use of funds by District.

FAC members agree this is a priority and Cynthia Hammond will provide administrative support to compile policies into binders for the Office, Board Members and Staff members. She will also add policies to the website that are not currently posted, namely the administrative procedure policies and financial policies.

**4. Review Existing Financial Reporting and Suggest New Reports and Content.**

Financial statements have been greatly improved and are more transparent and complete. They are easier to read and comprehend. However, they are still too complex for some people who just want an overview. Therefore, beyond our regular statements, we are exploring more visual ways (such as pie charts and graphs) to present financial data to ratepayers to highlight key data indicators. We agree that this might be an easier way to help our ratepayers and the public better understand our financial profile. These new reports could be used in TVCSD newsletters and on our website for more effective outreach and provide more effective financial education about our sewer system and Tomales Community Park. We discussed some key financial indicators that might be depicted in visual graphics. Melinda will begin to experiment with this idea.

**5. \*Learn to Write Step-by-Step Procedures for New Sewer Connections and Chart on Hookup Fees, Service Fees & Billing Protocols; and Resolve Collections on Overdue Accounts.**

We consider working with our General Manager to develop a document that can be added to our website with basic information for all sewer connection inquiries. We also could develop a Q & A sheet. FAC will begin by studying the document already on the website.

We also discussed billing issues and the need to develop policy and procedures concerning overdue sewer bills (i.e.-Tomales AT&T substation unpaid bill). What are other CSDs doing? Should we obtain legal counsel?

**\*Review Current Costs of Computers; Effectiveness of Current TVCSD Computer Practices; Propose Improvements to storing our district data using Cloud or Google Docs.**

FAC members discussed the possibility of purchasing a new office laptop that could be utilized for District use and different options for storing our district data. We need to explore this issue in more detail over the next few months. We agreed we need to improve a more centralized system. We agree we need technical advice and will identify sources to assist us make effective decisions about how to proceed.

The meeting was adjourned at 6pm.

Submitted by: Donna Clavaud. FAC Secretary

**Bank Transactions September 30, 2021 Park and Sewer**

	PARK		Type	Date	Num	Name	Memo	Amount	Balance
<b>131.00 · Cash</b>							<b>Beginning Total Cash</b>		<b>117,316.64</b>
<b>131.48 - CA LAIF</b>							<b>Beginning</b>		<b>31,045.19</b>
Total 131.48 - CA LAIF							<b>Ending</b>		<b>31,045.19</b>
<b>131.42 · Bank of Marin - Money Market</b>							<b>Beginning</b>		<b>44,129.31</b>
			Deposit	09/30/2021			MM interest alloc	1.63	44,130.94
Total 131.42 · Bank of Marin - Money Market							<b>Ending</b>	<b>1.63</b>	<b>44,130.94</b>
<b>131.46 · Bank of Marin - Park Account</b>							<b>Beginning</b>		<b>42,142.14</b>
			Bill Pmt -Check	09/10/2021	1335	PGE	7399820768-9 71.533 kwh	-31.23	42,110.91
Total 131.46 · Bank of Marin - Park Account							<b>Ending</b>	<b>-31.23</b>	<b>42,110.91</b>
<b>Total 131.00 · Cash</b>	<b>PARK</b>						<b>Ending</b>	<b>-29.60</b>	<b>117,287.04</b>
<b>131.00 · Cash</b>		<b>SEWER</b>					<b>Beginning Total Cash</b>		<b>205,706.65</b>
<b>131.20 · CA Local Agency Investm Fnd</b>							<b>Beginning</b>		<b>72,438.74</b>
Total 131.20 · CA Local Agency Investm Fnd							<b>Ending</b>		<b>72,438.74</b>
<b>131.31 · Redwood Credit Union</b>							<b>Beginning</b>		<b>40,770.42</b>
			Deposit	09/30/2021			checking interest	5.05	40,775.47
Total 131.31 · Redwood Credit Union							<b>Ending</b>	<b>5.05</b>	<b>40,775.47</b>
<b>131.42 · Bank of Marin - Money Market</b>							<b>Beginning</b>		<b>48,931.29</b>
			Deposit	09/30/2021			MM interest alloc	1.81	48,933.10
Total 131.42 · Bank of Marin - Money Market							<b>Ending</b>	<b>1.81</b>	<b>48,933.10</b>
<b>131.44 · Bank of Marin - Sewer</b>							<b>Beginning</b>		<b>40,789.57</b>
			Bill Pmt -Check	09/05/2021	4984	Hammond, Cynthia	8/29-9/3 16 hours ltax	-431.28	40,358.29
			Bill Pmt -Check	09/05/2021	4985	Kristin Lawson	September-November	-300.00	40,058.29
			Bill Pmt -Check	09/06/2021	4986	Melinda K. Bell	August 52 hours	-2,093.68	37,964.61
			Bill Pmt -Check	09/06/2021	4987	Natural Systems Utilities -CA	September inv 762827	-4,456.00	33,508.61
			Bill Pmt -Check	09/10/2021	4988	Brejle and Race Laboratories, Inc.		-455.00	33,053.61
			General Journal	09/15/2021		Void IRS EF	void 7/27 payment	350.92	33,404.53
			Bill Pmt -Check	09/15/2021	4989	Internal Revenue Service	94-2598864 2nd quarter 941	-350.92	33,053.61
			Bill Pmt -Check	09/18/2021	4990	North Bay Tree Weed & Pest	9/8 duckweed	-1,648.00	31,405.61
			Bill Pmt -Check	09/18/2021	4991	AT&T Uverse	145835838 9/7-10/6	-112.29	31,293.32
			Bill Pmt -Check	09/18/2021	4992	Hammond, Cynthia	9/5-9/16 16 hours less \$12 IT and 7.65% S	-431.28	30,862.04
			Payment	09/21/2021		Paul Norris		982.80	31,844.84
			Payment	09/21/2021		Tomales Regional Histroy Center		81.90	31,926.74
			Bill Pmt -Check	09/21/2021	4993	AT&T	9/11 - 10/10 138729848	-64.20	31,862.54
			Bill Pmt -Check	09/21/2021	4994	Capital One Bank	6428	-40.40	31,822.14
			Bill Pmt -Check	09/28/2021	4995	PGE	8044738439-1 RECEIVED 9/28/21	-245.45	31,576.69
			Bill Pmt -Check	09/29/2021	4997	Natural Systems Utilities -CA	inv 509397 February 18, 2021 never receiv	-5,480.00	26,096.69
			Deposit	09/30/2021			checking interest	0.14	26,096.83
Total 131.44 · Bank of Marin - Sewer							<b>Ending</b>	<b>-14,692.74</b>	<b>26,096.83</b>
<b>131.48 · Bank of Marin - Solar</b>							<b>Beginning</b>		<b>2,776.63</b>
			Deposit	09/30/2021			Solar interest	0.01	2,776.64
Total 131.48 · Bank of Marin - Solar							<b>Ending</b>	<b>0.01</b>	<b>2,776.64</b>
<b>Total 131.00 · Cash</b>	<b>SEWER</b>						<b>Ending</b>	<b>-14,685.87</b>	<b>191,020.78</b>

## Financial Manager's Report

This month's financial reports show the results of the first quarter of the fiscal year. The Park balance sheet reports adequate cash for the \$58,875 in expenses planned for the year. The Sewer balance sheet reports enough cash at Bank of Marin to pay the existing accounts payable, and this month the Shoreline Unified School District will probably pay the receivable accrued from billing them.

The income and expense reports for the first quarter show that the Park has received the expected Measure A income and income from the one rental. Only maintenance expenses have been incurred this year by the Park. Sewer income includes the billing to the school district, and expenses include expected monthly charges, annual insurance costs and the cost of the repairs to the main plant building.

The strategic and succession planning process has brought to the forefront several issues which had not been resolved, mostly from lack of time to address them. There are a few issues which we have begun to prioritize.

1. There is a need to have clear concise financial reports for rate payers and interested individuals. In this month's financial reports is an Executive Summary of the Sewer Program income and expenses on the same page as the Park Program Income and Expense report. The Sewer summary presents only the category totals which are also on the Sewer Income and Expenses page with all the details. We need to know if this is at all helpful or, if not, what would be helpful.
2. Park Management and Rental Policy  
Park management responsibilities and rental policy need to be spelled out in detail. Since 2015/2016 the only park rentals have been the organized bike rides except for one resident's scheduling a birthday party annually. After the future of Measure A is decided next year, planning for the Park can begin in earnest. For now the deposit for the October 2 Marin Century ride will be refunded because only \$16.63 in additional electricity was used, and the Park was left clean. The Friday after the Board meeting the City of Hope bike ride will be renting the Park.
3. Cloud back-up is needed for the accounting system, and cloud access to documents for reference and signatures should be initiated. We should try Google Docs and Dropbox before buying subscription cloud storage. Cloud back-up is in place for the office and plant computers. This service could be extended to the home computer used for accounting or a new computer could be purchased to replace the office computer and be used for the accounting system with back-up.

The auditor's 2020/2021 reports should be ready for this Board meeting. If they are received in time, they will be discussed at this meeting. If not, they will be sent electronically to Board members when they arrive and will be discussed at the next Board meeting.

I will be out of the country November 13 through December 6. I can pay bills and meet deadlines ahead of time and as soon as I come back. But it would be helpful if someone could pick up the mail and phone messages while I am gone. We have been getting a lot of inquiries lately about possible new connections.

**TVCS D Park**  
**Income and Expenses TVCS D Sewer Summarized Income and Expenses**  
**September 2021**

			<b>PARK</b>	<b>Sep 21</b>	<b>Jul - Sep 21</b>
		<b>Income</b>			
		311.00 · Interest Income		1.63	6.10
		315.00 · Intergovernmental Revenues			
		315.80 · Measure A Funds		0.00	19,142.40
		<b>Total 315.00 · Intergovernmental Revenues</b>		<b>0.00</b>	<b>19,142.40</b>
		322.00 · Park Use Rental		0.00	200.00
		<b>Total Income</b>		<b>1.63</b>	<b>19,348.50</b>
		<b>Expense</b>			
		414.80 · Measure A			
		414.82 · Measure A Maintenance Exper		0.00	55.56
		414.83 · PGE Park		36.31	102.23
		414.86 · Equipment Cleaning Services		0.00	510.00
		<b>Total 414.80 · Measure A</b>		<b>36.31</b>	<b>667.79</b>
		6390 · Utilities			
		6420 · Park Trash Disposal		0.00	167.10
		<b>Total 6390 · Utilities</b>		<b>0.00</b>	<b>167.10</b>
		<b>Total Expense</b>		<b>36.31</b>	<b>834.89</b>
		<b>Net Income</b>	<b>PARK</b>	<b>-34.68</b>	<b>18,513.61</b>
			<b>SEWER Executive Summary</b>		
		<b>Income</b>		69,221	73,871
		<b>Expense</b>			
		Sewer System Operating Expenses		6,859	29,872
		Sewer System Major Projects Expenses			350
		Staff and Board Expenses		1,410	6,885
		Office Expenses		643	1,758
		Permits, Insurance and Fees			9,388
		<b>Total Expense</b>		<b>8,912</b>	<b>48,253</b>
		<b>Net Income</b>	<b>SEWER</b>	<b>60,308.94</b>	<b>25,618.48</b>

## Sewer Income and Expenses July Through September 2021

	Sewer Annual Budget	Monthly Actual			Year-To-Date
		July	August	September	Actual Total
<b>Total 2021/2022 Sewer Program Income</b>	201,013	2,594	2,055	69,221	73,871
<b>2021/2022 Expenses</b>					
<b>Sewage Collection</b>					
sewage collection electric	450	33	62	30	125
CIP CCTV inspection	3,000				-
<b>Sewage Treatment</b>					
Lab bills	8,150	607	531	455	1,593
maintenance supplies	2,325	480			480
sewage treatment electric	2,160	6,642	439	246	7,327
treatment ponds maintenance	2,340			1,648	1,648
CIP treatment pond maintenance	3,000				-
<b>Sewage Disposal</b>					
Irrigation Field maintenance	730				-
sewage disposal electric	180	(225)	51	25	(149)
<b>Sewer Plant and Building Maintenance</b>					
Grounds maintenance expenses	1,600				-
CIP Building repair & replacement		5,480	350		5,830
Licenses and permits	1,800	20			20
<b>Board and Payroll expenses:</b>					
member meeting stipend	5,000				-
member training expenses	500				-
Secretary's fee (Cynthia)	6,000	435	450	1,410	2,295
social security tax	671	130			130
Medical payroll tax	163	30			30
State Unemployment tax	366	52			52
Workers' Compensation Insurance	827	827			827
training	200				-
<b>Office Expenses:</b>					
postage and delivery	360				-
property and liability insurance	9,143	9,222			9,222
office supplies	220		46	159	205
Sonic - web hosting	100	8	8	8	24
office rent	1,200			300	
office equipment repairs / purchases	740				-
telephone & internet services	3,000	176	176	176	529
newsletter	500				-
dues and subscriptions	1,300				-
<b>Contract &amp; professional fees:</b>					
Administrator's fee (Jose)	53,300				-
travel reimbursement	500				-
O&M fees (NSU)	54,007	4,456	4,456	4,456	13,368
CPA's fee (Melinda)	13,000	1,470	2,080		3,550
external auditing fees	5,500				-
consulting fees	7,000		700		700
<b>Other expenses:</b>					
LAFCO charges	150	146			146
County Teter Admin Fee	200				-
Solar Bond Administrative Fee	750				-
State Water Board Loan Interest	1,214				-
Public Notice Expense	200				-
Depreciation		3,097	3,097	3,097	9,292
<b>Total Sewer Program Expenses</b>	<b>191,846</b>	<b>33,088</b>	<b>12,447</b>	<b>12,009</b>	<b>57,544</b>
<b>Net Income</b>	<b>9,167</b>	<b>(30,494)</b>	<b>(10,392)</b>	<b>57,212</b>	<b>16,327</b>
Received (Billed) for Receivables	1,950	(23)	(1,884)	(68,150)	(70,056)
Loan and Bond Repayments	(40,864)				-
Depreciation		3,097	3,097	3,097	9,292
Paid For Old Bills or (Unpaid New Bills)		5,767	372	(6,846)	(707)
<b>Change in Cash</b>	<b>(29,747)</b>	<b>(21,653)</b>	<b>(8,806)</b>	<b>(14,686)</b>	<b>(45,145)</b>



PARK AND SEWER BALANCE SHEETS SEPTEMBER 30, 2021 AND 2020

	PARK	Sep 30, 21	Sep 30, 20	\$ Change
<b>ASSETS</b>				
	131.00 · Cash			
	131.48 · CA LAIF	31,045.19	30,871.53	173.66
	131.42 · Bank of Marin - Money Market	44,130.94	5,471.14	38,659.80
	131.46 · Bank of Marin - Park Account	42,110.91	53,702.30	-11,591.39
	Total 131.00 · Cash	117,287.04	90,044.97	27,242.07
	Fixed Assets			
	100.20 · Land and Land Rights	132,000.00	132,000.00	0.00
	Original Cost	461,790.46	461,790.46	0.00
	105.00 · Depreciation	-95,463.00	-83,916.10	-11,546.90
	Total Fixed Assets	498,327.46	509,874.36	-11,546.90
<b>TOTAL ASSETS</b>		615,614.50	599,919.33	15,695.17
<b>LIABILITIES &amp; EQUITY</b>				
<b>Liabilities</b>				
	222.00 · Accounta Payable	1,521.31	3,596.06	-2,074.75
	220.00 - Refundable Deposits	1,000.00	0.00	1,000.00
	Total Liabilities	2,521.31	3,596.06	-1,074.75
<b>Equity</b>				
	252.50 · Investment in Capital Assets	498,327.46	509,874.36	-11,546.90
	260.00 · Unassigned Fund Balance	96,252.12	73,517.14	22,734.98
	Net Income	18,513.61	12,931.77	5,581.84
	Total Equity	613,093.19	596,323.27	16,769.92
<b>TOTAL LIABILITIES &amp; EQUITY</b>		615,614.50	599,919.33	15,695.17
	<b>SEWER</b>			
<b>ASSETS</b>				
	131.00 · Cash			
	131.20 · CA Local Agency Investm Fnd	72,438.74	72,033.57	405.17
	131.31 · Redwood Credit Union	40,775.47	40,692.71	82.76
	131.42 · Bank of Marin - Money Market	48,933.10	40,168.88	8,764.22
	131.44 · Bank of Marin - Sewer	26,096.83	21,199.88	4,896.95
	131.48 · Bank of Marin - Solar	2,776.64	2,776.46	0.18
	Total 131.00 · Cash	191,020.78	176,871.50	14,149.28
	137.00 · Accounts Receivable	73,047.80	74,646.36	-1,598.56
	Total Current Assets	264,068.58	251,517.86	12,550.72
	Fixed Assets			
	100.00 · Property, Plant and Equipment	791,665.97	791,665.97	0.00
	100.10 · Maps and Records	17,248.00	17,248.00	0.00
	100.20 · Land and Land Rights	52,788.00	52,788.00	0.00
	105.00 · Less Accumulated Depreciation	-784,754.50	-750,963.00	-33,791.50
	110.00 · Improvement Project	939,393.31	939,393.31	0.00
	112.00 · Solar System	269,945.21	269,945.21	0.00
	Total Fixed Assets	1,286,285.99	1,320,077.49	-33,791.50
	136.00 · SUSD Note Receivable	9,572.06	11,521.75	-1,949.69
<b>TOTAL ASSETS</b>		1,559,926.63	1,583,117.10	-23,190.47
<b>LIABILITIES &amp; EQUITY</b>				
<b>Liabilities</b>				
	Current Liabilities			
	222.00 · Accounts Payable	29,658.20	22,806.60	6,851.60
	230.00 - Fed Payroll Tax Payab	290.27	53.31	236.96
	231.00 - CA Payroll Tax Payable	12.00	0.00	12.00
	Total Current Liabilities	29,960.47	22,859.91	7,100.56
	Long Term Liabilities			
	211.00 · SWRCB SRF Loan	48,577.22	70,941.37	-22,364.15
	215.00 · CREBS Bond	89,705.84	107,647.02	-17,941.18
	Total Long Term Liabilities	138,283.06	178,588.39	-40,305.33
<b>Total Liabilities</b>		168,243.53	201,448.30	-33,204.77
<b>Equity</b>				
	262.00 · Capital Asset Reserve	40,000.00	40,000.00	0.00
	262.50 · Restricted Connection Fees	30,000.00	20,000.00	10,000.00
	264.00 · Operating Reserve	51,690.75	51,690.75	0.00
	265.00 · Net Assets - Unrestricted	1,253,665.73	1,264,492.13	-10,826.40
	Net Income	16,326.62	5,485.92	10,840.70
<b>Total Equity</b>		1,391,683.10	1,381,668.80	10,014.30
<b>TOTAL LIABILITIES &amp; EQUITY</b>		1,559,926.63	1,583,117.10	-23,190.47

# GENERAL MANAGER'S REPORT

OCTOBER 13, 2021

## UPDATE ON THE CLOSED-CIRCUIT TV INSPECTION PROJECT

The final phase of the inspection of the collection system will begin at the end of October, pending an opening in Roy's Sewer Service's schedule. The section from Highway 1 to the treatment plant is what remains to be inspected.

## UPDATE ON THE CAPITAL IMPROVEMENT PLAN

Last month, I reported substantial leaking at the valve and strainer coming into the irrigation shack from the storage ponds.



Although, I reported at the September meeting that repair cost would be \$2,300 including labor, the cost of the strainer alone was \$2,300 plus an additional \$975 for labor.

Due to the high cost, Brandon from NSU and I decided to not replace the strainer since we are not using the Rainbird type sprinklers. It was costing too much to do the annual repairs on that station, both from damage to the risers from cattle and from deterioration of the sprinkler heads from chlorine disinfection. Brandon said that with the new "Big Gun" sprinklers that we replaced as part of CIP work, we are able to discharge treated effluent quickly without over-saturation.

We did, however, need to replace the 4" gate valve shown in the photo. Instead of replacing the expensive strainer, we added a flanged section of pipe in its place. The estimate was \$2240.70, but the actual invoice came to \$1,889.84 which likely means that it took slightly over 3 hours to do the work instead of 5 hours as originally thought. The valve and flanged pipe were \$1,270 plus tax.

Before I finish at this District, I plan to have a working SCADA system. I received an email from Aspect Engineering last week. I will notify Steve England in sales that the Operations Manager never contacted me. Depending on how that goes, I will also reach out to Jack Miller who last

worked on the SCADA system. Jack will be particularly useful since I think many of the data reporting issues may be tied to electrical problems at the lift station. Jack is a certified electrical contractor.

Other than these projects, no other CIP projects are scheduled in this fiscal year.

### **STRATEGIC PLANNING**

Deborah will need to confirm the schedule to complete the strategic planning process. Right now we estimate the fifth session will be conducted shortly after our regular Board meeting, possibly next week.

### **PLANT TOUR**

We will be conducting a tour of the treatment plant, storage ponds, and irrigation facilities before our regular Board meeting. I look forward to the Board's impressions.

**AMENDED AND RESTATED AGREEMENT FOR PROFESSIONAL SERVICES  
BY AND BETWEEN TOMALES VILLAGE COMMUNITY SERVICES DISTRICT  
AND JOSE L. ORTIZ CONSULTING**

**1. The Parties.** The Parties to this agreement (the "Agreement") are:

The TOMALES VILLAGE COMMUNITY SERVICES DISTRICT ("District"), a California Special District, and Jose L. Ortiz Consulting ("Consultant").

**2. Term.** The Effective Date of this Agreement is July 1, 2020, and it shall terminate at the close of business on February 28, 2022, unless extended or terminated earlier in accordance with the provisions set forth below in Sections 7 and 8 below.

**3. Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to District general manager services, as more particularly described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein. All services shall be provided by Jose L. Ortiz, unless otherwise authorized by the District in writing.

**4. Compensation.** District hereby agrees to pay Consultant a sum not to exceed Forty Thousand Dollars (\$40,000), as more specifically set forth in Exhibit B, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the District will pay that full amount to the Consultant but is merely a limit of potential District expenditures under this Agreement.

Consultant and District acknowledge and agree that compensation paid by District to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. District therefore has no responsibility for such contributions beyond compensation required under this Agreement.

Consultant shall submit invoices to the District, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- The total number of hours of work performed under the Agreement by Consultant
- At District's option, a brief description of the work, the hours spent on such work and each reimbursable expense; and
- The Consultant's signature.

District shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. District shall

pay undisputed invoices that comply with the above requirements within 30 days from the receipt of the invoice.

Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

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

**6. Events of Default.** The following constitute events of default:

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

**B.** Consultant's material failure to perform any of its obligations under the Agreement 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 Consultant's reasonable control; (d) failure to comply with any other material term of the Agreement.

**C.** (a) The filing by Consultant 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 Consultant 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 Consultant with respect to all or a portion of its assets.

**D.** Any change in ownership or control of Consultant without the prior written approval of the District, which approval the District will not unreasonably withhold.

**E.** Failure to comply with the provisions in the Agreement requiring compliance with all laws in the performance of the Agreement.

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

**A.** The right to take over and complete the Services, or any part of them, at Consultant's expense, and bill Consultant for the cost of the Services. Consultant must pay the difference between the total amount of the bill and the amount the District would have paid Consultant under the terms of this Agreement for those Services;

**B.** The right to terminate the Agreement as to any or all of the Services yet

- to be performed;
- C. The right of specific performance, an injunction, or any other appropriate equitable remedy;
- D. The right to money damages; and
- E. The right to withhold all or any part of Consultant's compensation under this Agreement.

## 8. Termination.

- A. **Termination for Cause.** The District reserves the right to terminate this Agreement in the event Consultant breaches or violates any term or terms of the Agreement. In the event of such termination for cause, the District shall pay for services performed and accepted by the District that follow the requirements of this Agreement prior to the date of termination.
- B. **Termination for Convenience.** The District reserves the right to terminate this Agreement without showing cause upon giving sixty (60) days written notice to the Consultant. The District shall only pay for services performed prior to the effective date of termination.

9. **Ownership of District Data.** Any and all data or confidential information that may be provided to or made available to Consultant ("District Data") is and shall remain the property of the District. Consultant and its employees, agents and sub consultants 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.

All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the District. Consultant hereby agrees to deliver those documents to the District upon termination of the Agreement, and the District may use, reuse or otherwise dispose of the documents without Consultant's permission

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

11. **Notices.** Notices permitted or required under this Agreement shall be in writing and may be given by either (i) personal service, or (ii) certified United States mail, postage prepaid, return receipt requested. Notice shall be effective upon personal delivery or delivery to the addresses specified below, as reflected on the receipt of delivery or return receipt, as applicable:

Consultant: Jose L. Ortiz, P.E.  
754 Pintail Court  
Vacaville, CA 95688-2650

District: Tomales Village Community Services District  
PO Box 303  
Tomales, CA 94971

**12. Insurance.** Consultant is required to procure and maintain insurance as described below. Consultant 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:VII. The insurance coverage shall be primary insurance as respects the District, its officers, officials, directors, employees and volunteers. The insurance shall require thirty (30) days prior written notice to be given to the District in the event coverage is cancelled. Consultant agrees that the insurers shall waive all rights of subrogation against the District. Consultant expressly understands and agrees that any insurance protection furnished by Consultant hereunder shall in no way limit its responsibility to indemnify the District and hold it harmless under the provisions of this Agreement. Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than \$100,000.

- A. Workers Compensation, at the statutory amounts in compliance with state laws.
- B. Commercial General Liability, with limits of liability not less than \$1,000,000 per occurrence.
- C. Automobile Liability, with limits of liability not less than \$1,000,000 per occurrence.
- D. Professional Liability, with limits of liability not less than \$1,000,000 per claim and annual aggregate.

In addition to any other remedies District may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, District may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order Consultant to stop work under this Agreement and withhold any payment that becomes due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

**13. Disputes.** This Agreement shall be governed by the laws of the State of California. The Parties agree that any dispute, which may arise under or in connection with this Agreement or the related transactions which cannot be resolved by mutual agreement, shall be submitted within 30 days after the claim or dispute arises to nonbinding mediation before a mutually acceptable mediator. After mediation, the District and Consultant may by mutual agreement submit to arbitration or other civil remedy. In the event parties cannot agree on the selection of a mediator or an arbitrator, any party may apply to the Sonoma County Superior Court for the court's appointment of a mediator and/or arbitrator. Any award issued following arbitration may be confirmed as a judgment in any court of competent jurisdiction.

**14. Indemnification.** To the fullest extent permitted by law, Consultant will defend, indemnify, keep and hold harmless the District, its directors, officers, representatives, agents, volunteers and employees (collectively, the "Indemnitees"), from and against any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorneys' fees, to the extent caused by Consultant's negligent acts, errors or omissions or willful misconduct in the performance of this Agreement. This obligation to indemnify shall survive the termination or expiration of this Agreement.

Consultant has no obligation to pay for any of Indemnitees defense related cost prior to a final determination of liability, or to pay any amount that exceeds Consultant's finally determined percentage of liability based upon the comparative fault of Consultant.

**15. Independent Consultant.** This Agreement 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 Consultant and the District. The rights and the obligations of the Parties are only those expressly set forth in this Agreement. Consultant shall perform under the Agreement as an independent contractor and not as a representative, employee, agent, or partner of the District.

**16. Compliance with Laws.** In the Consultant's best judgement, Consultant shall comply with all applicable federal, state and local laws, regulations, rules, and policies.

**17. Entire Agreement & Modification.** This Agreement represents the entire and integrated agreement between the Parties. This Agreement may be modified or amended only by a subsequent written agreement signed by both Parties. No modification or change to the terms of this Agreement or any Project Work Order will be binding on a Party unless in writing and signed by an authorized representative of that Party. Consultant represents and warrants to District that Consultant has and will maintain at its sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice its respective profession.

**18. Assigns.** District and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to District for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval District. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the District.

**19. Cooperation.** If this Agreement is terminated for any reason, or if it expires on its own terms, Consultant 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 9 above), files and documents; and (c) will otherwise comply with the reasonable requests of the District in connection with the termination or expiration upon payment in full for services provided.



**20. Waiver.** The making or failure to make any payment, take any action or waive any right under this Agreement shall not be deemed to be an amendment of this Agreement nor a consent to such action or failure to act, or to any other action or failure to act. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement

**21. Severability.** In the event that any provision of this Agreement 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 Agreement shall be construed as not containing that provision and all other provisions of this Agreement shall remain in full force and effect.

**22. Non-Liability of Public Officials.** Consultant 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 Agreement or because of the District's execution, attempted execution or breach of the Agreement.

**23. Conflict of Interest.** Consultant covenants that it presently has no financial or other interest which has not been disclosed and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. In addition, Consultant and its sub-consultants shall complete and file a statement of economic interests Form 700 disclosing their financial interests.

**24. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

**25. Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

**26. No Third-Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any third parties.

The Parties have executed this Agreement as of the Effective Date.

**TOMALES VILLAGE COMMUNITY  
SERVICES DISTRICT**

**JOSE L. ORTIZ CONSULTING**

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Dru Fallon O'Neill, Board President

---

Jose L. Ortiz, Principal

**EXHIBIT A**  
**Scope of Work**

Services to be provided for this Agreement are in 4 primary areas and include:

1. Routine services to conduct the required general management functions. These services include:
  - Interface with community members, conduct surveys, and assimilate relevant information; receive complaints and forward to the Board.
  - As directed by the Board, coordinate bid proposals and contracts for regular operations work to be performed.
  - Adhere to all local and state laws and advise Board on changes to said laws and address compliance issues.
  - Oversee submittal of regulatory monitoring reports to local and state agencies as required.
  - Coordinate with District Administrative Support Section and with Finance Section staff.
  
2. Provide Administrative support, including:
  - Gather backup information for ongoing Board discussions of the annual budget process.
  - Oversee all aspects of District Board meetings, including regular and special meetings, agenda setting, and meeting attendance.
  - Adhere to Tomales Village CSD Reserve Policy goals and objectives and assure that required funds are being added regularly and that use of funds follows Tomales Village CSD CIP protocols.
  - Assist with documentation of policies; maintain historical and reference documents.
  - Oversee administrative staff, ensure performance standards are being met, provide annual review of staff performance, and hire and terminate staff as necessary.
  
3. Sewer System Administration, including:
  - Oversee contract with sewer operations and maintenance contractor, insure performance standards are being met; oversee annual review of performance contract.
  - Oversee development of District maintenance work order system. Maintain record book.
  - Coordinate all new sewer hook-ups and insure they are all inspected and meet District standards according to ordinances and specifications.
  - Maintain maps of all sewer components and new hook-ups and annexations.

- Assure the sewer maintenance schedule is adhered to and effective at all times.
  - Oversee all capital improvement projects as directed by the Board and Standing Committees (subject to monthly hourly budget limitations).
  - Coordinate Sewer Plant Tours.
  - Develop, with board input, a five-year plan to address current district issues, including the aging collection system, illegal hookups, high electrical costs, review and implementation of currently ongoing evaluation by Matrix per the board's direction.
4. Community Park Administration, including:
- As directed by the Board, coordinate bid proposals and contracts for regular construction work to be performed.
  - Oversee contract Park Project Manager contractor and Park improvements.
  - Oversee administration of Measure A funds.
  - Review and provide feedback to Board on recommendations by Park Advisory Committee
  - Coordinate with District Administrative Support Section and with Finance Section staff.

In addition, Consultant shall perform such other services as requested by the District. If Consultant is requested to provide services that are beyond the normal scope of work, those services will be compensated at the Consultant's hourly rate.

## **EXHIBIT B**

### **Compensation and Reimbursement of Expenses.**

Jose L. Ortiz's hourly rate is \$135.00

Travel from Vacaville to Tomales will be billed at 50% of the hourly rate, \$67.50.

Miscellaneous direct costs and reimbursable expenses:

- Mileage will be charged at \$0.565 per mile (or current Federal rate)
- Project-related expenses will be billed at cost plus 10%. All project-related expenses must be pre-approved by the Tomales Village Community Services District.

#### **1. NON-SCHEDULED WORK**

Non-Scheduled Work will be billed at the Consultant's hourly rate. Non-Scheduled Work will be invoiced at the end of the month in which the work was performed.

#### **2. DISTRICT INITIATED WORK**

When authorized by the District, Consultant may perform work outside the scope of services as Non-Scheduled Work.

#### **3. EMERGENCIES**

In the event of an emergency situation, Consultant shall make every reasonable effort to contact the District before incurring costs for Non-Scheduled Work.



September 14, 2021

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

**Emailed To: [WDR.monitoring@waterboard.ca.gov](mailto:WDR.monitoring@waterboard.ca.gov)**

RE: Self-Monitoring Report  
Tomales, Marin County  
Order No. R2-2015-0019  
I.D. No. 264662  
August 2021

Enclosed please find the Self-Monitoring Report.

Operations are 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,  
**NATURAL SYSTEMS UTILITIES**

Brandon Jacka  
Chief Plant Operator  
Certified Chief Plant Operator #V 42398

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

NSU-CA was formerly Phillips Services Inc. dba Phillips & Associates

## SELF MONITORING REPORT

Date	INF (INFLUENT)						EFF-TR (Treatment Pond No. 3 Eff)											EFF-Discharge		EFF-D (Discharge eff)	
	Daily (KGALS)	Weekly (KGALS)	Ph (Units)	Temp. ( C )	BOD (mg/l)	TDS (mg/l)	Nitrate as N	Nitrite as N	TKN mg/L	Amonnonia N mg/L	Tot. Organic Nitrogen mg/L	TDS (mg/L)	BOD mg/l)	pH Units	D.O. (mg/l)	Temp ( C )	Daily (KGALS)	Weekly (KGALS)	Cl2 Tank Added (gallons)	Coliform MPN/100	
8/1/2021	12.0																0.0				
8/2/2021	12.0																0.0				
8/3/2021	12.0																0.0				
8/4/2021	12.0																0.0				
8/5/2021	12.0																0.0				
8/6/2021	12.0	96.0	7.9	21.8							350.0	13.0	8.9	5.0	22.7	0.0					
8/7/2021	10.6															0.0					
8/8/2021	10.6															0.0					
8/9/2021	10.6															0.0					
8/10/2021	10.6															0.0					
8/11/2021	10.6	83.0	7.6	21.8	240.0	520.0	0.2	0.4	6.3	3.6	2.7	650.0	18.0	7.9	4.0	23.2	0.0				
8/12/2021	13.1															0.0					
8/13/2021	13.1															0.0					
8/14/2021	13.1															0.0					
8/15/2021	13.1															0.0					
8/16/2021	13.1															0.0					
8/17/2021	13.1															0.0					
8/18/2021	13.1	92.0	8.1	22.0							630.0	20.0	8.5	5.0	22.9	0.0					
8/19/2021	24.2															0.0					
8/20/2021	24.2															0.0					
8/21/2021	24.2															0.0					
8/22/2021	24.2															0.0					
8/23/2021	24.2															0.0					
8/24/2021	24.2	145.0	7.7	21.7							710.0	5.0	8.7	4.5	22.4	0.0					
8/25/2021	39.8															0.0					
8/26/2021	39.0															0.0					
8/27/2021	39.8															0.0					
8/28/2021	39.8															0.0					
8/29/2021	39.8															0.0					
8/30/2021	39.8															0.0					
8/31/2021	9.8															0.0					
<b>Min</b>	9.8		7.6	21.7	240.0	520.0	0.2	0.4	6.3	3.6	2.7	350.0	5.0	7.9	4.0	22.4			#DIV/0!		
<b>Mean</b>	19.7		7.9	21.8	240.0	520.0	0.2	0.4	6.3	3.6	2.7	585.0	14.0	8.5	4.6	22.8			#DIV/0!		
<b>Total</b>	609.7																	0.0			



# TOMALES TREATMENT PONDS STANDARD OBSERVATION REPORT

1. Reporting period (Month/Year)                      **August      2021**

2. Pond Standard Observation required every week year round.

<b>INSPECTION</b>	Week No. 1	Week No. 2	Week No. 3	Week No. 4
Date	8/6/21	8/11/21	8/18/21	8/24/21
Day	FRI	WED	WED	TUES
Time				
Operator	AG	AG	AG	AG
* Nuisance odors from ponds	N	N	N	N
* Evidence of pond berm seepage	N	N	N	N
Evidence of improper system components and hydraulic integrity	N	N	N	N
Sign posting that wastewater is unsafe to drink	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    2021**

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

INSPECTION	Week No. 1	Week No. 2	Week No. 3	Week No. 4
Date	8/6/21	8/11/21	8/18/21	8/24/21
Day	FRI	WED	WED	TUES
Time				
Operator	AG	AG	AG	AG
Rain fall, inches	0	0	0	0
* Nuisance odors (smell)	N	N	N	N
*Evidence of any standing water	N	N	N	N
* Evidence of mosquitos breeding	N	N	N	N
*Evidence of improper system components and hydraulic integrity	N	N	N	N
* Evidence of structure seepage	N	N	N	N

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

**TOMALES STORAGE PONDS  
STANDARD OBSERVATION REPORT**

1. Reporting period (Month/Year)                      **August    2021**

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

<b>INSPECTION</b>	Week No. 1	Week No. 2	Week No. 3	Week No. 4
Date	<i>8/6/21</i>	<i>8/11/21</i>	<i>8/18/21</i>	<i>8/24/21</i>
Day	FRI	WED	WED	TUES
Time				
Operator	AG	AG	AG	AG
- Nuisance odors from ponds	N	N	N	N
* Evidence of pond berm seepage	N	N	N	N
* Evidence of improper system components and hydraulic integrity	N	N	N	N
Signage that wastewater is unsafe to drink	Y	Y	Y	Y

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

**TOMALES CHLORINE STORAGE TANK  
STANDARD OBSERVATION REPORT**

1. Reporting period (Month/Year)

**August 2021**

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

<b>INSPECTION</b>	Week No. 1	Week No. 2	Week No. 3	Week No. 4
Date	<i>8/6/21</i>	<i>8/11/21</i>	<i>8/18/21</i>	<i>8/24/21</i>
Day	FRI	WED	WED	TUES
Time				
Tech	AG	AG	AG	AG
* Evident of any leaks	N	N	N	N
Cl2 gallons added	0	0	0	0
Warning Signs Improperly Posted	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.

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

Month: August 2021

**OBSERVATIONS ARE TO BE PERFORMED WEEKLY WHEN IRRIGATION IS RUNNING**

INSPECTION	Week No. 1	Week No. 2	Week No. 3	Week No. 4
Day	8/6/21	8/11/21	8/18/21	8/24/21
Time	FRI	WED	WED	TUES
Operator				
Evidence of standing water	AG	AG	AG	AG
* Evidence of runoff from site	N	N	N	N
Evidence of erosion caused by irrigation	N	N	N	N
Evidence of system run off containment system from proper condition and integrity.	N	N	N	N
*Any odors	N	N	N	N
Mosquito breeding resulting from irrigation	N	N	N	N
* Evidence of improper distribution system components and hydraulic integrity	N	N	N	N
Perimeter fence posting informing public wastewater is not safe to drink	Y	Y	Y	Y

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

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



# BRELJE AND RACE LABORATORIES, INC.

Providing quality laboratory analysis since 1967

August 30, 2021

Sample Collected: 08/06/21  
Sample Received: 08/06/21  
Collected By : AG/NSU  
Cc : e-mail

Natural Systems Utilities  
1070 Horizon Drive, Suite A  
Fairfield, CA. 94533

## Tomales Village CSD

<b>LOG NUMBER</b>	<b>821-16224</b>
Sample Description:	TR – Effluent

### ANALYSIS

BOD <sub>5</sub> @ 20°C mg/L (Std. Mthds. 5210 B, 2011)	13.
Total Dissolved Solids mg/L (Std. Mthds. 2540 C, 2011)	650.

BOD Start Date: 08/06/21  
BOD Completed Date: 08/11/21

**BRELJE AND RACE LABORATORIES, INC.**

SARA McCALLUM, LABORATORY DIRECTOR  
SM:lja



# BRELJE AND RACE LABORATORIES, INC.

Providing quality laboratory analysis since 1967

September 2, 2021

Sample Collected: 08/11/21  
 Sample Received: 08/11/21  
 Collected By : AG/NSU  
 Cc : e-mail

Natural Systems Utilities  
 1070 Horicon Drive, suite A  
 Fairfield, CA. 94533

## Tomales Village CSD

<b>LOG NUMBER</b>	<b>821-16614</b>	<b>821-16615-7</b>
Sample Description:	Influent	TR – Effluent

### ANALYSIS

BOD <sub>5</sub> @ 20°C mg/L (Std. Mthds. 5210 B, 2011)	240.	18.
Total Dissolved Solids mg/L (Std. Mthds. 2540 C, 2011)	520.	650.
Nitrate N mg/L (EPA Mthd. 352.1)		<0.20
Nitrite N mg/L (EPA Mthd. 300.0)		<0.40
Total Kjeldahl N mg/L (Std. Mthds. 4500-NH <sub>3</sub> C, 2011)		6.3
Ammonia N mg/L (Std. Mthds. 4500-NH <sub>3</sub> C, 2011)		3.6
Total Organic N mg/L		2.7

BOD Start Date: 08/12/21  
 BOD Completed Date: 08/17/21

**BRELJE AND RACE LABORATORIES, INC.**

SARA McCALLUM, LABORATORY DIRECTOR  
 SM:lja



# BRELJE AND RACE LABORATORIES, INC.

Providing quality laboratory analysis since 1967

September 2, 2021

Sample Collected: 08/18/21  
Sample Received: 08/18/21  
Collected By : AG/NSU  
Cc : e-mail

Natural Systems Utilities  
1070 Horizon Drive, Suite A  
Fairfield, CA. 94533

## Tomales Village CSD

<b>LOG NUMBER</b>	<b>821-17063</b>
Sample Description:	TR – Effluent

### ANALYSIS

BOD <sub>5</sub> @ 20°C mg/L (Std. Mthds. 5210 B, 2011)	20.
Total Dissolved Solids mg/L (Std. Mthds. 2540 C, 2011)	630.

BOD Start Date: 08/20/21  
BOD Completed Date: 08/25/21

**BRELJE AND RACE LABORATORIES, INC.**

SARA McCALLUM, LABORATORY DIRECTOR  
SM:lja



# BRELJE AND RACE LABORATORIES, INC.

Providing quality laboratory analysis since 1967

September 2, 2021

Sample Collected: 08/24/21  
Sample Received: 08/24/21  
Collected By : AG/NSU  
Cc : e-mail

Natural Systems Utilities  
1070 Horizon Drive, Suite A  
Fairfield, CA. 94533

## Tomales Village CSD

<b>LOG NUMBER</b>	<b>821-17353</b>
Sample Description:	TR – Effluent

### ANALYSIS

BOD <sub>5</sub> @ 20°C mg/L (Std. Mthds. 5210 B, 2011)	<5.0
Total Dissolved Solids mg/L (Std. Mthds. 2540 C, 2011)	710.

BOD Start Date: 08/26/21  
BOD Completed Date: 08/31/21

**BRELJE AND RACE LABORATORIES, INC.**

SARA McCALLUM, LABORATORY DIRECTOR  
SM:lja