



TVCS D Board of Director's Meeting Agenda

Date: Wednesday, February 8, 2023 7 pm Tomales Town Hall

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 February 8, 2023 TVCS D BOD Agenda **Action**

IV. Administer Oath of Office for Current Board Member, John Ward **Action**

V. Consent Calendar **Action**

All items on the Consent Calendar are considered to be either routine or non-controversial and will be enacted by a single blanket action of the Board. Upon request from a Board member or any member of the public, individual items may be removed from the Consent Calendar in which case they will be discussed in the meeting (under Items Removed from the Consent Calendar).

- a. **Approval of January 11, 2023 TVCS D Board Meeting Minutes**
- b. **Review and Approve Check Registers**
- c. **Review and Approve Bonnie MacLaird's Final Contract for TVCS D Financial Services**

VI. Items Removed from Consent Calendar **Action**

Items moved from the Consent Calendar to the Regular Agenda, if any

VII. Board Member Reports

VIII. Committee Reports

a. Park Advisory Committee (PAC)

1. Review PAC Work Session Notes from January 25, 2023
2. Upcoming Park Rental on March 11, 2023
3. Identify Possible PAC Meeting Dates with Tomales High School Regarding Collaboration of Park Projects

b. Financial Advisory Committee (FAC)

1. Review Approved January 25, 2023 FAC Meeting Minutes. Next meeting is February 22, 2023 at 3 pm via Zoom.

IX. Financial Report (Melinda Bell/Bonnie MacLaird)

a. Review Financial Manager's Report

X. General Manager's Report

XI. NSU Report

a. Review December 2022 reports

XII. Pending Business

1. Review and Approve Negotiated Draft Contract Agreement between JM Integration and TVCS D **Action**

XIII. Other Business

1. Update on Housing Element Approval by Marin County Board of Supervisors

XIV. New Business

1. Discuss and Approve Resolution 2023-01 to Establish a Line of Credit with the Marin County Treasurer in the Event a Loan is Required for Capital Expenses
2. Discuss and Approve a Five (5) Year Cost of Living (COLA) Rate Increase for Annual Sewer Service Fees **Action**

XV. Old Business

1. Newsletter Scheduled for End of March 2023



XVI. Correspondence

XVII. 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:

Donna Clavaud, President ● Bill Bonini, Vice President ● Dru Fallon O’Neill ● John Ward ● David Kitts

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

Board of Directors:

Donna Clavaud, President ● Bill Bonini, Vice President ● Dru Fallon O’Neill ● John Ward ● David Kitts



TVCSB Board of Director's Meeting Minutes DRAFT
Date: Wednesday, January 11, 2023 7 pm Tomales Town Hall

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

Board Members Absent: John Ward

Also Present: Mary Halley, TVCSB General Manager; Melinda Bell (Retiring) & Bonnie MacLaird (New Hire), Financial Managers; David Kitts, Incoming TVCSB Board Member

Others Present: None

I. Call to Order

Donna Clavaud called the January 11, 2023 TVCSB BOD meeting to order at 7:02 pm

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

None

III. Approval of January 11, 2023 TVCSB BOD Agenda

Dru Fallon O'Neill motioned to approve the January 11, 2023 agenda as is. Bill Bonini seconded the motion. M/S/C

IV. Welcome and Administer Oath of Office to New Incoming Board Members

Dru Fallon O'Neill motioned to Administer Oath of Office to New Incoming Board Member, David Kitts, and current Board Members. Bill Bonini seconded the motion. M/S/C

V. TVCSB Board Officer Elections

Dru Fallon O'Neill motioned to have Donna Clavaud continue as TVCSB President and Bill Bonini to continue as TVCSB Vice President. David Kitts seconded the motion. M/S/C

VI. Consent Calendar

All items on the Consent Calendar are considered to be either routine or non-controversial and will be enacted by a single blanket action of the Board. Upon request from a Board member or any member of the public, individual items may be removed from the Consent Calendar in which case they will be discussed in the meeting (under Items Removed from the Consent Calendar).

- a. **Approval of November 9, 2022 TVCSB Board Meeting Minutes**
- b. **Review and Approve Check Registers**
- c. **Review and Approve Financial Statements**

Dru Fallon O'Neill motioned to approve the Consent Calendar as is. Bill Bonini seconded the motion. M/S/C



VII. Items Removed from the Consent Calendar

Items moved from the Consent Calendar to the Regular Agenda, if any.

None

VIII. Board Member Reports

None

IX. Committee Reports

d. Park Advisory Committee (PAC)

1. No PAC meeting was held in December 2022

2. Groundskeeper hired and good progress to date. Rental Coordinator position – talks in progress.

Henry Elfstrom, as the part-time Park Groundskeeper reports regularly of his duties to keep the grounds trimmed paths clear and play areas weed free. Henry Elfstrom is submitting his monthly activity list and billing invoice to Dru Fallon O’Neill and TVCSD Financial Services.

3. Updates: New auto-lock bathroom doors installed; 7 new Park signs to be mounted asap; time to early order surface materials for Spring delivery; information from SRMA Insurance liability re: ADA ramps; issue of malingering in Park.

The new bathroom doors have been installed and the auto-locks have been set to close the bathrooms from 7 pm to 7 am. Seven (7) new Park signs have been received and will be mounted to reflect the new Park rules. TVCSD will not be installing ADA ramps in to the play area; TVCSD is not mandated by State law nor does TVCSD’s insurance provider offer any reasons for us to proceed. The Park paths, gazebo, bathrooms and parking lot meet ADA compliances and TVCSD is moving forward to obtain an ADA picnic table. There are continued challenges with people lingering in the Park but it is hopeful the closure of the bathrooms at night will discourage overnight use, in addition to new Park rules about use.

4. Dru Fallon O’Neill, Donna Clavaud and David Judd to coordinate meeting date and attend upcoming meeting with Tomales High School principal John McGurke and the metal/wood shop teachers to further explore Park project involvement by students.

A meeting with Tomales High School (THS) is hopeful in the near future to explore student involvement with the manufacture of two (2) picnic tables, cut-out fence boards and possibly a metal sign for the front entry to the Park.

5. Marin Cyclists donated \$1,000 to the Park. See Melinda Bell’s thank you letter.

e. Financial Advisory Committee (FAC)

1. Review Approved December 12, 2022 FAC Meeting Minutes. Next meeting is January 1/25/2023 at 3 pm via Zoom.

Approved FAC Meeting minutes were reviewed. Donna Clavaud noted highlights from the approved December 12, 2022 FAC meeting minutes: the new computer needs the added financials to the on-line Quickbooks. Melinda Bell listed transition steps as Bonnie MacLaird takes on more of the Financial Services scope of work. Melinda Bell stressed that all emails relating to Financial Services should be copied to Bonnie MacLaird. There will be a new, on-line banking service with Bank of Marin for bill pay. Bonnie MacLaird is currently preparing sewer financials while Melinda Bell retains Park financials at this time. FAC discussed the Financial Services Contract Bonnie MacLaird submitted and the FAC Committee all agreed it should be specific to incorporate the Standard TVCSD Service Contract and more detailed scope of work. The FAC Committee agreed to present a revised draft at the upcoming January 11, 2023 BOD meeting for



further discussion and action. Bonnie MacLaird was not at the FAC meeting due to an emergency so FAC could not discuss it with her at that time.

Mary Halley presented revised cost of the SCADA system at \$98,000 due to inflation and inclusion of radio components. Since this cost is above TVCSD's projected budget for 2023-2024, TVCSD will be looking into grants and low-cost loans to bring the costs closer to what TVCSD initially projected.

FAC recommends that the TVCSD Board approve this SCADA proposal by JM Integration and address conditions for negotiating a contract.

FAC recommends the budget process for 2023-2024 to begin in April 2023 and will require conferring with Shoreline Unified School District (SUSD).

X. Financial Report (Melinda Bell/Bonnie MacLaird)

a. Review Financial Manager's Report

Financial Manager's Report was reviewed. Melinda Bell outlined the transition of financial management and planning as Bonnie MacLaird gradually undertakes the tasks involved. Melinda Bell also reviewed cash management and budgeting and the need for careful planning as TVCSD develops the 2023-2024 budget with the SCADA capital project. Melinda Bell and Bonnie MacLaird shared the good news that TVCSD has completed all debt payments to the State Revolving Fund for past sewer improvements and has received \$8,000 more in sewer fees due to careful parcel survey undertaken last year.

b. Update on Bonnie MacLaird's Revised Contract

Bonnie MacLaird clarified her concerns about the need for liability insurance as part of a Financial Services contract since she only meets at the TVCSD office and not in her home. Bonnie MacLaird also has requested that she not lead the FAC, but is willing to attend. Melinda Bell and Bonnie MacLaird will work together to revise another contract for review at the January 25, 2023 FAC meeting before final TVCSD Board approval at the February 8, 2023 TVCSD BOD meeting.

XI. General Manager's Report

General Manager's Report was reviewed. Mary Halley reviewed her report with the TVCSD Board and offered detailed updates on progress to approve a revised SCADA proposal from JM Integration, including a labor warranty, completion details and flexible maintenance terms. Mary Halley has also been following the Marin County Housing Element hearings and has submitted two (2) letters with questions to Community Development Agency (CDA) staff and one (1) comment letter to Planning Commissioners concerning the proposed housing development numbers for Tomales and their potential impacts on the TVCSD sewer capacity as noted in the County Environmental Impact Report (EIR).

Other issues detailed in Mary Halley's report included resolving the gravel intrusion into pond #1; new sewer grounds maintenance to begin in the spring and an interim treatment ponds winter pumping protocols and program. Work will continue soon on adoption of an Accessory Dwelling Unit (ADU) policy; update of sewer System Management Plan (SSMP) and a solar system cleaning system or contractor.

XII. NSU Report

a. Review October & November 2022 reports

NSU Reports were reviewed.

XIII. Pending Business

1. Discuss and Approve Revised SCADA Contract proposal from JM Integration. The revised JM Integration SCADA proposal was reviewed and discussed. TVCSD BOD's voiced strong support for specific warranties of equipment and maintenance. Schedule to include annual inspection and several additional visits for troubleshooting. The proposal was approved.

Bill Bonini motioned to approve the revised SCADA Contract proposal as is from JM Integration. Dru Fallon O'Neill seconded the motion. M/S/C

XIV. Other Business

1. Update on Draft Housing Element and sites for Tomales; see attached letters in Board packet. The Housing Element is scheduled to be approved by the Planning Commission and ultimately by the Marin County Board of Supervisors, to meet the January 31, 2023 State deadline for submission. Attached letters reflect comments submitted by TVCSD to CDA staff, Planning Commission and the Marin County Board of Supervisors and highlighted the TVCSD sewer system capacity constraints to serve one hundred eighteen (118) housing units over eight (8) years.

XV. New Business

- 1. Discussion of AB 36 Resolution which allows a Board Member to participate remotely by phone or video and to vote. A Roll Call vote will be necessary. Tabled until more information is obtained.
- 2. New CSDA Board Member Handbooks will be distributed at the meeting and briefly reviewed. CSDA BOD Handbooks will be made available to all TVCSD Board Members ASAP.
- 3. Sexual Harassment Training and Ethics Training Webinars, through CSDA's Website are required by all Board and Staff. Form 700/Conflict of Interest Statement is also due. Please complete by the end of January. All TVCSD Board and Staff must complete Ethics and Sexual Harassment training webinars and submit Conflict of Interest Form 700.
- 4. A Free CSDA Webinar on Brown Act Basics and Updates on will be held on Tuesday, January 17th 10 am-12 pm.

XVI. Old Business

None

XVII. Correspondence

None

XVIII. Adjournment

Meeting was adjourned at 9:35 pm. No objections.

Approved by Donna Clavaud, President

Date

Attested by Cynthia Hammond, Recording Secretary

Date

**TVCS D Park
Bank Registers
January 2023**

Type	Date	Num	Name	Memo	Amount	Balance
131.00 Total Park Cash			BEGINNING BALANCE			130,635.44
131.48 - CA LAIF			BEGINNING BALANCE			31,266.34
Deposit	01/15/2023			LAIF allocation Oct-Dec	163.32	31,429.66
Total 131.48 - CA LAIF			ENDING BALANCE		163.32	31,429.66
131.42 - Bank of Marin - Money Market			BEGINNING BALANCE			76,500.80
Deposit	01/31/2023			Money Mark allocat Jan	4.36	76,505.16
Total 131.42 - Bank of Marin - Money Market			ENDING BALANCE		4.36	76,505.16
131.46 - Bank of Marin - Park			BEGINNING BALANCE			22,868.30
Bill Pmt -Check	01/07/2023	1400	Clavaud, Donna	8 keys	-31.44	22,836.86
Bill Pmt -Check	01/07/2023	1401	Elfstrom	9 hours December	-405.00	22,431.86
Bill Pmt -Check	01/15/2023	1402	Bohemian Creative Des	Orders,pickups, install, program doors	-2,697.00	19,734.86
Bill Pmt -Check	01/15/2023	1403	Chute, Dennis	12/14 -12/21 12 hours door installation	-360.00	19,374.86
Bill Pmt -Check	01/15/2023	1404	Houshar, Michael	trap primer Park	-372.41	19,002.45
Bill Pmt -Check	01/15/2023	1405	Martinez, Edgar	December 31 hours	-620.00	18,382.45
Bill Pmt -Check	01/15/2023	1406	PGE	11/22 - 12/21	-22.36	18,360.09
Bill Pmt -Check	01/28/2023	1408	Martinez, Maria	January-March	-186.03	18,174.06
Bill Pmt -Check	01/31/2023	1409	Clavaud, Donna	Oct-Dec 3 Park Meetings	-138.52	18,035.54
Bill Pmt -Check	01/31/2023	1410	Marin County Tax Collec	Measure A Extension Legal Work	-127.50	17,908.04
Deposit	01/31/2023			Interest	0.10	17,908.14
Total 131.46 - Bank of Marin - Park Ac			ENDING BALANCE		-4,960.16	17,908.14
Total 131.00 - Park Total Cash			ENDING BALANCE		-4,792.48	125,842.96

Tomales Village Community Services District

Check Detail - SEWER

Month: January 2023

Date	Num	Name	Memo/Description	Amount
01/05/2023	5196	Robert Johnson, CPA	State Controller Report	-500.00
01/05/2023	5197	Natural Systems Utilities -CA	Contractual Services	-4,782.36
01/05/2023	5198	Bonnie MacLaird	October-December pay	-478.13
1/10/2023	5199		<VOIDED...DUE TO MISPRINT>	
01/10/2023	5200	Melinda K. Bell	December pay	-1,650.00
01/10/2023	EFT	EDD	CA State Unemployment tax 4th Qtr 2022	-35.75
01/11/2023	5201	Halley, Mary C.	December pay	-2,659.38
01/16/2023	5203	Internal Revenue Service	Federal Payroll taxes 4th Qtr 2022	-305.74
01/16/2023	5202	Hammond, Cynthia	November-December pay	-445.13
01/23/2023	Phone	PGE	3 meters, 11/22-12/21/2022	-61.29
01/23/2023	5204	AT&T	Internet @ Office	-74.90
01/23/2023	5205	AT&T	Phone and Internet @ Plant	-123.48
01/30/2023	5206	Clavaud, Donna	3 Sewer Mtgs Qtr4 2022 + \$10.40 postage	-148.92
01/30/2023	5207	Capital One Bank	Recorder, Sonic, Intuit, Checks reprinted	-140.96

TOMALES VILLAGE COMMUNITY SERVICES DISTRICT & BONNIE MACLAIRD

DATED: DECEMBER 1, 2022

1. **The Parties.** The Parties to this agreement are: The Tomales Village Community Services District (the District), a California Special District, and Bonnie MacLaird (Consultant).
2. **Term.** The effective date of this Agreement is December 1, 2022, and it shall terminate at the close of business on 11/30/25, unless extended or terminated earlier in accordance with the provisions set forth herein.
3. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to District basic financial services, as more particularly described in Scope of Work, Addendum A.
4. **Compensation.** District hereby agrees to pay Consultant on an hourly basis, as set forth in Addendum A, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement.
 - a. District has no responsibility for any other contributions beyond compensation and expenses required under this Agreement.
 - b. Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.
5. **Performance Monitoring.**
 - 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,
 - c. the District will conduct a formal evaluation of Consultant's performance annually, measuring criteria set by the District's Board of Directors.
6. **Termination and Amendment.**
 - 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 are in compliance with 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 Consultant also reserves the right to terminate this Agreement without showing cause upon giving sixty (60) days written notice.
 - c. **In the event of Termination.** Consultant shall be entitled to compensation for services performed to the effective date of termination; District however may condition payment of

such compensation upon Consultant delivering to District any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the District in connection with this Agreement.

7. **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 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.
8. **Representations.** In connection with signing and carrying out the Agreement, Consultant represents to the District that the Consultant is competent to perform the Services and will carry out the Services in a timely manner.
9. **Notices.** Notices permitted or required under this Agreement shall be in writing and may be given by either (i) personal service, or (ii) certified US 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:
 - a. Consultant: Bonnie MacLaird, P.O. Box 197, Tomales, CA 94971
 - b. District: TVCSD, P.O. Box 303, Tomales, CA 94971
10. **Insurance.** Consultant is an independent contractor and maintains own medical insurance, workers compensation coverage, automobile insurance and pays own taxes.
11. **Disputes.** This Agreement 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 Agreement, which cannot be resolved by mutual agreement, shall be resolved by binding arbitration before a mutually acceptable arbitrator under the commercial rules of the American Arbitration Association. 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. Any award issued following arbitration may be confirmed as a judgment in any court of competent jurisdiction.
12. **Consultant as Independent Contractor.** 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.
13. **Compliance with Laws.** In the Consultant’s best judgment, Consultant shall comply with all applicable federal, state and local laws, rules, regulations, and policies.
14. **Modifications and Amendments.** No changes, amendments or modifications of the Agreement, or any part hereof, shall be valid unless in writing and signed by both Parties.
15. **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. Neither Consultant nor the District may assign or transfer all or any portion of this Contract without the prior written consent of the other Party.

16. **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 Agreement; (b) promptly return all District property, including District Data (as defined in Section 7 above), files and documents; and (c) will otherwise comply with the reasonable requests of the District in connection with the termination or expiration.
17. **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. No waiver by either Party of a breach of any provision of this Agreement 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 Agreement.
18. **Severability.** If 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.
19. **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 or breach of the Agreement.
20. **Confidentiality.** Consultant 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, Consultant agrees to be held to the standard of care of a fiduciary. If Consultant is presented with a subpoena or request concerning any such information which may be in Consultant's possession by reason of the Agreement, Consultant 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. Consultant 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.
21. **Entire Agreement.** This Agreement, together with the Addendum A, 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 Agreement.
22. **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 shall complete and file a statement of economic interests Form 700 disclosing their financial interests.

23. **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.
24. **Authority.** The persons signing this Agreement certify that they have the power and authority to enter into and execute this Contract on behalf of the contracting Parties.
25. **No Third-Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any third parties.
26. **The Parties hereby agree to the terms and provisions set forth in this Agreement 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 Agreement.**

District

Consultant

By: _____ [L] [SEP]

By: _____

Title: _____

Title: _____

ADDENDUM A: AGREEMENT BETWEEN TOMALES VILLAGE COMMUNITY SERVICES DISTRICT & BONNIE MACLAIRD, DATED DECEMBER 1, 2022

A. Consultant's Primary Contact.

Bonnie MacLaird

131 Dillon Beach Road / P.O. Box 197, Tomales, CA 94971

PH: 415-331-1631 EMAIL: maclaird.marketing@yahoo.com

B. Services to be Provided.

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

C. Compensation and Reimbursement of Expenses.

The Consultant will be compensated at the rate of **\$42.50 hourly** for work performed, to be reviewed annually and raised in accordance with Cost-of-Living increases. 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.

Consultant shall submit invoices monthly. District shall make monthly payments within 2 business weeks of receipt. Consultant is solely responsible for the payment of taxes, and personal insurance.

D. Scope of Work:

- Oversees the general accounting functions of the District including accounts payable, accounts receivable, payroll, grant reporting, audit support and all other related accounting functions.
- Prepares quarterly financial statements in accordance with Generally Accepted Accounting Principles.
- Maintains finance-related activities for the District and provides financial guidance and assistance, including monitoring cash flow.
- Supervises and participates in creating the annual operating budget.
- Directs the forecasting of funds needed for staffing, equipment, and materials; monitors expenditures.
- Ensures internal controls & accounting practices are in place appropriate for local government.
- Oversees and coordinates the annual financial statement audit, including preparation of the annual financial statements and related disclosures.
- Ensures compliance with all government reporting requirements and tax filings.
- Attends Board meetings, as requested; and attends all FAC Meetings as a participant.
- Makes presentations to the Board of Directors, as requested.
- Responds to requests from Board Directors, Bankers, County entities, and Vendors as directly related to position.



Park Advisory Committee Work Session Meeting, January 25, 2023 at the Tomales Town Hall, 5:30 pm:

Meeting was called to order at 5:30 pm

Present: Dru Fallon O’Neill, Chair/Secretary; New Committee Member Nick Campbell

Absent: Beth Koelker, Venta Leon, Patty Oku, Ted Anderson

Guests: None

Wednesday’s PAC meeting turned into an introductory meeting/work session with new member Nick Campbell and myself, Dru Fallon O’Neill, due to a lack of a quorum.

We reviewed our budgeted projects, the installed bathroom doors, north fence replacement, water tower rehab, and possible additional improvements of barbecue and bike racks.

We discussed the recent hiring of a maintenance supervisor, potential candidate for events coordinator, especially needed for park promotions and increased rentals, and income.

Without a quorum the conversation about changing meeting day and time, and the selection of new Chairperson and Secretary were tabled for the next meeting.

The mission of the PAC in its efforts to advise the Tomales Village Community Services District and also act on their wishes is for the protection, enhancement, and use of the park for the community and visitors was offered for support of our mutual goals for the future.

Adjournment was at 6:33 pm with next meeting scheduled for February 22, 5:30 pm, at the Tomales Town Hall.

Respectfully submitted,

A handwritten signature in black ink that reads "Dru Fallon O'Neill".

Dru Fallon O’Neill, Chair/Secretary

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

Board of Directors:

Donna Clavaud, President • Bill Bonini, Vice President • Dru Fallon O’Neill • John Ward • David Kitts



FINANCIAL ADVISORY COMMITTEE MEETING MINUTES

Wednesday, January 25, 2023 VIA ZOOM

PRESENT: Melinda Bell, FAC Chair & TVCSD Financial Services; John Ward, TVCSD Board of Director & FAC member; Donna Clavaud, TVCSD Board President & FAC member; Mary Halley, TVCSD General Manager; Bonnie MacLaird, incoming Financial Services.

The meeting was held remotely via Zoom with Melinda Bell calling the meeting to order at 3pm and Donna Clavaud recorded the meeting for the minutes. There was a quorum to conduct business.

AGENDA

1. FAC Chair for 2023-24 and Meeting Schedule:

Melinda Bell will continue as FAC Chair for several more months until Donna Clavaud takes over as Chair and John Ward will assume Secretary. Bonnie MacLaird will assist with the preparation of Agendas as she takes over duties of Financial Services and will attend all FAC meetings. The meetings are scheduled for the 4th Wednesday of most months and the calendar date is set at the end of each FAC meeting for the next month.

2. JM Integration Revised Proposal Changes and Status:

While the second revised JM Integration proposal for the SCADA capital project was approved by the Board at the January 11, 2023 Board Meeting, and Mary Halley begins detailed contract negotiations, Mary shared her concerns about the language of a contract in regard to terms and dates of payment. Due to TVCSD budget constraints, it will be critical to negotiate terms and payment dates that fit within our budget for 2023-24 to avoid negative cash flow.

Mary reports that the project will take about 260 hours or approximately 40 workdays. JM Integrations has assured TVCSD that with projects under \$100,000, it is not required that clients pay until installation starts. We are also in agreement that the installation should not begin until the new fiscal year of July 1. Mary also has met with board member Bill Bonini to clarify conditions of the scope of work to include a 2-year parts warranty and training of our NSU operators.

We discussed that while TVCSD can search for grants to pay for radio components,

Mary's experience indicates that possible challenges in seeking grants and often the delays in receiving grants, and she strongly suggests we seek a partial loan as a more definitive source of funds. We need to know we can pay for the SCADA project. She reported that the Muir Beach CSD sought and received a low interest 3-year loan from the Marin County Finance Investment Pool after their Board adopted a resolution. We agreed that Mary should contact them to see if this would be possible for TVCSD. Once the option of a bridge loan is determined and we can analyze the timeframe for TVCSD to repay a partial loan, Mary can proceed to negotiate the detailed terms of the JM Integration Proposal towards a signed contract.

Mary also reports that we have added emergency expenses for our sewer pumps that are 15 years old. Pump #2 has failed after the recent heavy storms carried so much rainwater into the ponds, requiring constant use of the pumps. While there are options to rebuild (partial or fully) the failed pump, both options are more expensive than purchasing and installing a new pump for \$11,400. There is a spare and unused pump, which will be tested to determine if it can be purposed.

FAC members agreed that this is a priority expense that requires immediate action. Mary indicates that with inspections and testing, the total expense may be close to \$15,000. She reminds us that we do have \$40,000 in our emergency reserve fund.

3. Cash Projections and Funding Major Budget Changes for 2022-23 and 2023-24:

As we proceed, it will be very important to monitor the sewer budget closely for cash flow balances. We discussed the fact that our income is not keeping pace with rising costs, due to inflation, in addition to the need for necessary capital expenses to continue upgrading the TVCSD sewer system to serve its ratepayers.

One clear course of action discussed is the need for a rate increase. FAC is recommending an annual 5-year Cost of Living Adjustment (COLA) utilizing April CPI data for the SF Bay Area, which could range from 1-5%. This added annual percentage to the sewer service fees would help TVCSD keep up with rising costs. Once the Board approves such an action, we can draft a resolution to start the necessary public notice mandates under Proposition 218 and hold a Public Hearing.

4. Calendared Budget Work and Establish Clear Accounting Reports and Graphics:

We reviewed our goals to improve accounting reports for easier transparency and comprehension and to create key visual graphics. Bonnie mentioned it is important to ask: What are the most important metrics TVCSD wants to share with stakeholders? Melinda suggested Bonnie and John meet to work on this project and to return to the group at the next meeting with their ideas. We agreed it is important to get this done, especially before we start a new budget planning year. We also must clarify allocations of expenses between the park and the sewer system.

5. Changes in Administrative Processes:

a. Check Signing and Approvals

Once TVCSD has online banking in place with Bank of Marin, regular bills will be paid by the bank with their “auto-pay program”. For bills over \$500, a board member must pre-approve. Donna Clavaud has offered to approve such invoices.

b. Assignment of Contact Responsibilities for Agencies, Companies and Functions:

Melinda Bell will develop a list of the many contacts who typically request information or assistance from TVCSD so we can re-distribute whose duty it is to assist as she prepares for retirement.

c. Financial Services Revised Final Contract:

We reviewed a revised Contract that incorporates most of the standard TVCSD Services Contract and an Addendum A with Scope of Work. The only change offered was to add that Bonnie will attend FAC meetings. FAC recommends that the Board approve this Final Financial Services Contract at the February 8, 2023 BOD meeting.

6. Insurance for Compliance with Regulations and Contracts:

Melinda checks to see if we are willing to continue our insurance policy; FAC members indicate we can continue but remind that we need to update our list of park assets. Melinda will use the auditors list of assets to update this.

7. Calendar for Budget 2023-24 Work and Discussions with SUSD:

We have agreed to begin work on the revised 2023-24 budgets in April and we will include SUSD in our discussions of the sewer system budget now that we are incurring additional expenses with SCADA. In May we will present draft budgets of both the sewer system enterprise and the Tomales Community Park to the FAC and PAC respectively and to the TVCSD Board for review and input. We can hold the Budget Hearings in July.

Next FAC Meeting: February 22, 2023 at 3pm via zoom.

The meeting was adjourned at 4:45pm by Melinda Bell.

Minutes signed by:

Donna L. Clavaud

Approved on: February 4, 2023

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

Board of Directors:

Donna Clavaud, President • Bill Bonini, Vice President • Dru Fallon O'Neill • John Ward • David Kitts



FINANCIAL REPORT FEBRUARY 2023

Monthly Snapshot:

January financial activity in both Sewer and Park were very typical: NSU contracted services, employee and contractors pay, quarterly payroll taxes, utilities, Robert Johnson CPA for submitting the State Controller Report and some office supplies such as new recorder for use in meetings, postage, new supply of checks. We have attached the Check Details for Sewer and for Park.

Note: It was decided by the General Manager that going forward the full suite of financial reports would only be submitted on a quarterly basis: in **October** for the three prior months of July-Sept, in **January** for Oct-Dec; in **April** for Jan-Mar; and in **July** for April-June. Of course, the Financial Manager will be monitoring finances and reporting in the Narrative, and if a Board Member has a question, a report can easily be produced.

On a Macro Level:

January through March is the period when we are able to address some long-standing issues. Sometimes it is formulating and adopting new policies, implementing procedures, or deeper budget analysis. This year we are focusing on:

Easier Financial Reports

Simplifying and reordering the Chart of Accounts with the goal being clear and logical financial reports. We have been trying out versions for a year or two, and the new Financial Manager/Treasurer will work with John Ward, Board Member, to finalize the reports.

New Accounting Software

We are transitioning to the online version of Quick Books software (QBO). This has its own requirements for the account structure, so it is an opportune time to fit our new clearer Chart of Accounts into the one, rather than two separate, Sewer and Park entities.

Merging Entities – Sewer & Park in one accounting system

Currently the Sewer accounts are on QBO while the Park accounts are on Desktop. These will be merged into QBO as Melinda transitions out. Our goal is to finalize the merge by the end of February. We must still keep the expenditures and equity separate, but all under the TVCSD umbrella. Sewer revenue has to be spent on Sewer expenses exclusively, and the same for Park. The leftover balance at year-end must be carried forward for Sewer separate from the leftover fund balance for Park. We are working on how best to organize these entities within one organization instead of two organizations, for accounting purposes and to maintain clear transparent reports.

Allocating Expenses to Park

Another long-standing issue is allocating district administrative expenses to Park. In the process of setting up a more clear organization of accounts, we will set up accounts and procedures to charge the Park for its share of insurance, office rent, staff administrative time, legal and audit fees, newsletter expenses, etc. These are all allowed as Measure A expenses, but the Sewer service customers have been paying 100% all along because before Measure A the Park had no ongoing reliable source of revenue.

Going Digital

With the shift to the new Financial Manager/Treasurer and her use of online accounting, we are also shifting to how payments are approved and paid. Going forward the invoices over \$500 will be approved either by email or in person. This is a shift away from approving written check.

Many routine bills will be set up for automatic payment, specifically utilities. Others will receive checks directly from Bank of Marin, using their Bill Pay option. This will cut down on time and materials (checks, envelopes, stamps.)

Sincerely,

Melinda Bell
Bonnie MacLaird
2/1/2023

GENERAL MANAGER REPORT

FEBRUARY 8, 2023

General Management Statement and Goals

- Management and staff are still currently focusing on 1) SCADA system approval for FY23/24 installation 2) treatment plant pump #2 replacement 3) installing protection barrier for treatment pond #1 4) new sewer grounds maintenance contractor to start in the spring of 2023 5) solar panel cleaning system or contractor 6) interim treatment ponds winter pumping protocols and program 7) Radio license renewals 8) if approved by the Board, COLA rate increase for April or May Public Hearing and Board approval 9) continued research for draft ADU policy and 10) as time allows, begin update of SSMP.

New/Continuing Business

SEWER

- SCADA – have written a proposed draft-contract agreement for JM Integrations to review for wastewater system SCADA project. Contractor has been out of the country this past week but will review initial draft-agreement over the weekend and then we can finish negotiating the final agreement for me to present to the Board at the 2/8 board meeting. Due to the timing of Jack Miller’s review and any further revisions, I may not be able to include it in the Board packet prior to distribution, but will try to distribute to board members prior to, or at, the meeting. Draft-agreement is based on the revised \$89,151.84 quote and terms and conditions required by the contractor as well as discussed by both the SCADA and FAC Committees. Delay in negotiations was also due to the need to secure the last additional funding to fill the gap for the added Ethernet radio communications system which is vital for the relay of information on the platform between treatment plant, lift-station, storage ponds and irrigation field. He has also proposed some very flexible maintenance contract terms possibilities that the district can consider for keeping the system problem free once it is out of the warranty period.
- Marin County Treasurer - Division of Finance - approved the TVCSD for a Line-of-Credit ranging from \$50,000 - \$75,000 for a 2–3-year loan period. Drafted Resolution 2023-01. The TVCSD finance managers are reviewing the district’s cashflows for what annual loan payment the district could make to help determine loan amount and term. The district had been making a \$24,000 State Revolving Fund payment for many years prior, that just ended this past year, so they will determine if this same amount could continue at present for another 2-3 years to assure the SCADA project can be completed in FY 23-24.

Treatment ponds and Plant maintenance – helped NSU coordinate with Arolo Pump & Well for the removal, diagnosis, and cost proposal for the replacement of pump #2. Pump #2 had reduced pumping from 90 gpm to just 30 gpm. It was determined that motor still ok (although 15 years old) but impellers failing. Researched pump costs before approving Arolo quote. Install date not yet set. Also, still continuing to coordinate resolving the Pond #1 gravel intrusion issue and am scheduled to meet with possible contractor on Sunday 2/5, depending on rain. Also, meeting with Brandon from NSU for manhole and collection line tour looking for intrusion points on Wednesday 2/8.

- PG&E and Solar panel billing issues – am waiting on January PG&E billing to see the impact of the continuous storm pumping, due to the 10 atmospheric rivers, to see the impacts to energy costs for future storm planning.
- Parcel Tax Service Fees – the FAC committee will recommend introducing a COLA (Cost of Living Adjustment) to the current billing rate to offset inflationary pressures.
- TVCSAD ADU Policy – FAC committee has already recommended drafting an ADU policy which would be good to introduce and adopt at the same time as a new COLA, as they both will need to follow the same processes set out in Prop 218 for a 45-day public noticing and review period prior to a public hearing.
- USA Underground Alert System – have been monitoring daily reports from USA Underground Alert System but won't know if we have successfully removed Melinda's name from the account until we receive a positive alert to see if I receive the ticket.
- New Connections – have a request from the property owner at 27120 Main St/Hwy 1 for approval to connect to the wastewater system via a single dedicated service line versus the current shared utility line (as I understood it). Will continue to coordinate with the owner as to the necessary district requirements, inspections, and fees.

PARK

- Park Maintenance – have placed early order for 65 cubic yards of bark, as the amount recommended by Director Bonini, to refill/top off playground equipment areas including the one enclosed playground area that does not currently have equipment. Dry material deliver is scheduled for Monday June 5, 2023.

GENERAL ADMINISTRATION

- Board Elections – all new Board members have been sworn in except Director Ward who was absent at the January Board meeting. Once Director Ward has been given the Oath of Office, all signed Oaths will be sent to the Marin County Elections Office.
- FPPC – will need to wait for an actual project/situation to submit to the FPPC to determine the ability, or any possible needed protocols, that may allow Board members to be paid for minor district projects.
- Financial Manager Transition – since the finances have now moved to QuickBooks Online version, I (GM) now have access to be able to review finances and create reports.
- Document Management – continuing to organize, merge and centralize all the district's business, documents, records, and emails as time allows. In less busier months, I will work on developing a user-friendly 'new connection' information and 'application' page for the website, as well as a 'realtor' information page, and update the SSMP.

Respectfully Submitted,

Mary Halley



January 17, 2023

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
December 2022

Enclosed please find the Self-Monitoring Report.

Operations are satisfactory and maintenance on schedule.

Currently working on upgrades/repairs to SCADA and radio communication for this system.

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	
12/1/2022	9.6																				
12/2/2022	9.6																				
12/3/2022	9.6																				
12/4/2022	9.6																				
12/5/2022	9.6																				
12/6/2022	9.6	77.0			200.0	470.0	<.20	<.40	3.6	1.2	2.4	610.0	8.8	8.5	3.1	11.9					
12/7/2022	13.0																				
12/8/2022	13.0																				
12/9/2022	13.0																				
12/10/2022	13.0																				
12/11/2022	13.0																				
12/12/2022	13.0																				
12/13/2022	13.0	91.0																			
12/14/2022	10.7											540.0	64.0	8.1	5.8	10.6					
12/15/2022	10.7																				
12/16/2022	10.7																				
12/17/2022	10.7																				
12/18/2022	10.7																				
12/19/2022	10.7																				
12/20/2022	10.7	75.0	8.2	14.6								540.0	69.0	8.2	4.1	8.3					
12/21/2022	3.6																				
12/22/2022	3.6																				
12/23/2022	3.6																				
12/24/2022	3.6																				
12/25/2022	3.6																				
12/26/2022	3.6																				
12/27/2022	3.6																				
12/28/2022	3.6	29.0										520.0	44.0	8.3	6.7	10.0					
12/29/2022	53.7																				
12/30/2022	53.7																				
12/31/2022	53.7																				
Min	3.6		8.2	14.6	200.0	470.0	0.0	0.0	3.6	1.2	2.4	520.0	8.8	8.1	3.1	8.3			#DIV/0!	0.0	
Mean	13.3		8.2	14.6	200.0	470.0	#DIV/0!	#DIV/0!	3.6	1.2	2.4	552.5	46.5	8.3	4.9	10.2			#DIV/0!		
Total	413.4																			0.0	

Month	Treatment Pond # 1				Treatment Pond No. 2				Treatment Pond No. 3				ST-West				ST-East				
Dec-22	F/B	pH	D.O.	Temp.	F/B	pH	D.O.	Temp.	F/B	pH	D.O.	Temp.	F/B	pH	D.O.	Temp.	F/B	pH	D.O.	Temp.	
Date	Feet	Units	mg/L	C	Feet	Units	mg/L	C	Feet	Units	mg/L	C	Feet	Units	mg/L	C	Feet	Units	mg/L	C	
1																					
2																					
3																					
4																					
5																					
6	3.0	8.1	6.5	12.5	3.0	8.2	7.2	13.3	3.0	8.6	9.9	12.6	16.0	102.0	12.9	12.7	16.0	9.1	9.4	11.6	
7																					
8																					
9																					
10																					
11																					
12																					
13	3.2	7.8	2.4	11.3	3.2	8.1	4.1	10.2	3.2	8.1	6.0	9.6	16.0	10.0	14.2	10.8	16.0	9.1	11.2	11.0	
14																					
15																					
16																					
17																					
18																					
19																					
20	3.5	7.6	1.1	9.3	3.5	8.3	9.2	8.9	3.5	8.4	8.9	8.1	15.0	8.9	7.1	8.4	15.0	10.2	15.5	9.1	
21																					
22																					
23																					
24																					
25																					
26																					
27																					
28	3.0	8.0	6.8	11.4	3.0	8.3	8.1	11.0	3.0	8.1	7.1	10.5	16.0	9.6	8.9	11.4	16.0	8.9	9.2	11.9	
29																					
30																					
31																					

**TOMALES TREATMENT PONDS
STANDARD OBSERVATION REPORT**

1. Reporting period (Month/Year) **December 2022**

2. Pond Standard Observation required every week year round.

INSPECTION	Week No. 1	Week No. 2	Week No. 3	Week No. 4
Date	<i>12/6/22</i>	<i>12/13/22</i>	<i>12/20/22</i>	<i>12/28/22</i>
Day	TUES	TUES	TUES	WED
Time	9:50AM	11:10AM	11:00AM	11:10AM
Operator	DL	DL	DL	DL
* 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) **December 2022**

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

INSPECTION	Week No. 1	Week No. 2	Week No. 3	Week No. 4
Date	12/6/22	12/13/22	12/20/22	12/28/22
Day	TUES	TUES	TUES	WED
Time	9:50AM	11:10AM	11:00AM	11:10AM
Operator	DL	DL	DL	DL
Rain fall, inches	2.5	1.4	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) **December 2022**

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

INSPECTION	Week No. 1	Week No. 2	Week No. 3	Week No. 4
Date	12/6/22	12/13/22	12/20/22	12/28/22
Day	TUES	TUES	TUES	WED
Time	9:50AM	11:10AM	11:00AM	11:10AM
Operator	DL	DL	DL	DL
- 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)

December 2022

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

INSPECTION	Week No. 1	Week No. 2	Week No. 3	Week No. 4
Date	12/6/22	12/13/22	12/20/22	12/28/22
Day	TUES	TUES	TUES	WED
Time	9:50AM	11:10AM	11:00AM	11:10AM
Operator	DL	DL	DL	DL
* 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: December 2022

OBSERVATIONS ARE TO BE PERFORMED WEEKLY WHEN IRRIGATION IS RUNNING

INSPECTION	Week No. 1	Week No. 2	Week No. 3	Week No. 4
Date	12/6/22	12/13/22	12/20/22	12/28/22
Day	TUES	TUES	TUES	WED
Time	9:50AM	11:10AM	11:00AM	11:10AM
Operator	DL	DL	DL	DL
Evidence of standing water	N	N	N	N
* 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.



January 7, 2023

Sample Collected: 12/06/22
Sample Received: 12/06/22
Collected By : AG/NSU
Cc : e-mail

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

Tomales Village CSD

LOG NUMBER	1222-24861	1222-24862-4
Sample Description:	Influent	TR – Effluent

ANALYSIS

BOD ₅ @ 20°C mg/L (Std. Mthds. 5210 B, 2011)	200.	8.8
Total Dissolved Solids mg/L (Std. Mthds. 2540 C, 2011)	470.	610.
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 (EPA Mthd. 351.2)		3.6
Ammonia N mg/L (Std. Mthds. 4500-NH ₃ C, 2011)		1.2
Total Organic N mg/L		2.4

BOD Start Date: 12/07/22
BOD Completed Date: 12/12/22

Total Kjeldahl N: Analysis performed by an approved outside laboratory.
Note: The Dilution Water Blank average for BOD exceeds 0.20 mg/L.

BRELJE AND RACE LABORATORIES, INC.

SARA ROSAS, LABORATORY DIRECTOR
SR:lja



January 7, 2023

Sample Collected: 12/13/22
Sample Received: 12/13/22
Collected By : AG/NSU
Cc : e-mail

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

Tomales Village CSD

LOG NUMBER 1222-25663
Sample Description: TR – Effluent

ANALYSIS
BOD₅ @ 20°C mg/L 64.
(Std. Mthds. 5210 B, 2011)
Total Dissolved Solids mg/L 540.
(Std. Mthds. 2540 C, 2011)

BOD Start Date: 12/15/22
BOD Completed Date: 12/20/22

BRELJE AND RACE LABORATORIES, INC.



SARA ROSAS, LABORATORY DIRECTOR
SR:lja



January 7, 2023

Sample Collected: 12/20/22
Sample Received: 12/20/22
Collected By : AG/NSU
Cc : e-mail

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

Tomales Village CSD

LOG NUMBER 1222-26156
Sample Description: TR – Effluent

ANALYSIS

BOD₅ @ 20°C mg/L 69.
(Std. Mthds. 5210 B, 2011)
Total Dissolved Solids mg/L 540.
(Std. Mthds. 2540 C, 2011)

BOD Start Date: 12/21/22
BOD Completed Date: 12/26/22

Note: The Dilution Water Blank average for BOD exceeds 0.20 mg/L.

BRELJE AND RACE LABORATORIES, INC.



SARA ROSAS, LABORATORY DIRECTOR
SR:lja



BRELJE AND RACE LABORATORIES, INC.

Providing quality laboratory analysis since 1967

January 10, 2023

Sample Collected: 12/28/22
Sample Received: 12/28/22
Collected By : DL/NSU
Cc : e-mail

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

Tomales Village CSD

LOG NUMBER 1222-26460
Sample Description: TR – Effluent

ANALYSIS

BOD₅ @ 20°C mg/L 44.
(Std. Mthds. 5210 B, 2011)
Total Dissolved Solids mg/L 520.
(Std. Mthds. 2540 C, 2011)

BOD Start Date: 12/29/22
BOD Completed Date: 01/03/23

Note: The Dilution Water Blank average for BOD exceeds 0.20 mg/L.

BRELJE AND RACE LABORATORIES, INC.



SARA ROSAS, LABORATORY DIRECTOR
SR:lja

RESOLUTION NO. 23-01

RESOLUTION OF THE BOARD OF DIRECTORS OF THE TOMALES VILLAGE COMMUNITY SERVICES DISTRICT TO APPROVE AND DIRECT THE GENERAL MANAGER TO APPLY FOR A PRE-APPROVED GUARANTEE LINE-OF-CREDIT FOR EMERGENCY AND CAPITAL IMPROVEMENT FUNDING

Recitals

WHEREAS, the TOMALES VILLAGE COMMUNITY SERVICES DISTRICT ("District") has traditionally borrowed funding for capital improvement projects; and

WHEREAS, the Tomales Village Community Services District has always maintained required sufficient emergency funding reserve to cover most emergency expenditures; and

WHEREAS, the Tomales Village Community Services District has limited reserves as a small Special District, the District may plan to spend down a portion of those reserves at prudent times to manage larger infrastructure projects; and

WHEREAS, if a pre-approved line-of-credit of up to \$75,000 would be made readily available to the Tomales Village Community Services District for unforeseen emergencies and planned capital improvement projects by the County of Marin, Department of Finance, it would create a safety net and allow for more flexibility of spending for larger District projects; and

WHEREAS, the Tomales Village Community Services District would only request the loan of such funds for emergency or capital improvement purposes only; and

WHEREAS, the Tomales Village Community Services District would only request any subsequent loan amounts sufficient to cover emergency or capital improvement costs whether it be equal to, or less than, the \$75,000 pre-approved loan amount;

NOW, THEREFORE, THE BOARD HEREBY FINDS AND BE IT RESOLVED, that the Recitals set forth above are true and correct and are incorporated into this Resolution by this reference;

RESOLVED, that the Tomales Village Community Services District wishes to approve the submittal by the General Manager for a proposal to request a Pre-approved Guarantee Line-of-Credit in the amount of \$75,000 from the County of Marin, Office of Finance, Treasurer Mina Martinovich, for emergency and capital improvement purposes, that would be made readily available when deemed necessary by the Tomales Village Community Services District Board of Directors.

RESOLVED, that the General Manager will submit the proposal for guarantee of funds.

RESOLVED, that this Resolution shall take effect immediately upon approval.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Tomales Village Community Services District held on this 8th day of February, 2023, by the following vote:

Clavaud____, Bonini____, O'Neill____, Ward, _____, Kitts____

AYES: ____; NOES: ____; ABSENT: ____; ABSTAINED: ____

TOMALES VILLAGE COMMUNITY SERVICES DISTRICT

Approved as to content for District:

By: _____

Donna Clavaud, Board President

Attests: _____

Mary Halley, General Manager