



TVCS D Board of Director's Meeting Agenda

Date: Wednesday, April 12, 2023 7 pm Tomales Town Hall (Upstairs)

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 April 12, 2023 TVCS D BOD Agenda Action

VI. 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 March 8, 2023 TVCS D Board Meeting Minutes
- b. Review and Approve Check Registers and Expenditures

V. 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 March 22, 2023

b. Financial Advisory Committee (FAC)

1. Review FAC Work Session Notes from March 27, 2023

IX. Financial Report (Melinda Bell/Bonnie MacLaird)

a. Review Financial Report

X. General Manager's Report

XI. NSU Report

a. Review February 2023 reports

XII. Pending Business

XIII. Other Business

XIV. New Business

1. Discuss and Approve TVCS D membership to Cal/WARN (see attached article in board packet) Action
2. Discuss and Approve a Guaranteed Loan ranging from \$65, 000-75,000 from Marin County Investment Pool at this time for the SCADA Project Action
3. Discuss and Approve a sewer connection fee increase from \$10,000 to \$15,000 per EU (equivalent unit) for new development with a 3-month grace period for applicants already in the planning process to apply and pay at the old rate Action
4. Approve a \$1,000 per EU Inspection deposit fee per new connection to cover the cost of district inspections with actual costs to be determined after inspection and associated billing is complete Action

XV. Old Business

XVI. Correspondence

XVII. Adjournment

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Board of Directors:

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



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.*

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TVCS D Board of Director's Meeting Minutes DRAFT
Date: Wednesday, March 8, 2023 7 pm Tomales Town Hall (Upstairs)

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

Board Members Absent: None

Also Present: Mary Halley, TVCS D General Manager; Cynthia Hammond, TVCS D Recording Secretary; Melinda Bell, TVCS D Financial Manager

Others Present:

None

I. Call to Order

Donna Clavaud called the meeting to order at 7:01 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 March 8, 2023 TVCS D BOD Agenda

Dru Fallon O'Neill motioned to approve the March 8th, 2023 TVCS D BOD Agenda as is. John Ward seconded the motion. M/S/C

V. 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 February 8, 2023 TVCS D Board Meeting Minutes**
- b. **Review and Approve Check Registers**
- c. **Approval of Revised Resolution 2023-01 to Establish Guarantee Loan from Marin County Investment Pool**

Donna Clavaud questioned Item "c" and asked for a clearer explanation/definition of what "Guarantee Loan" means. Mary Halley explained that the County of Marin changed the original terminology from "Line of Credit" to "Loan" and that the County of Marin was guaranteeing a loan to TVCS D and submitting a loan application wasn't necessary.

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

V. Items Removed from Consent Calendar

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

None



VI. Board Member Reports

Donna Clavaud reported her conversation with TVCSD's current Auditor, Robert W. Johnson, regarding the substantial increase for Audit services. It was determined that TVCSD would develop a Request for Proposals (RFP) to seek a new Auditor. Melinda Bell suggested waiting until after the 2023/2024 budget process and the Public Hearing to publically post the RFP.

VII. Committee Reports

a. Park Advisory Committee (PAC)

1. Review Approved PAC Meeting Minutes from February 22, 2023

February 22, 2023 approved PAC meeting minutes were reviewed. Dru Fallon O'Neill said Patty Oku would take over the Secretarial position from Dru Fallon O'Neill beginning March 2023. Donna Clavaud said Henry Elfstrom suggested getting crushed granite for the paths in the Park. Donna Clavaud asked PAC to research this idea and bring their findings back to the TVCSD Board. Bill Bonini said he would figure out how much crushed granite would be needed and the cost is \$175 per cubic yard.

2. Review Summary of Park Addendum Updates

Donna Clavaud pointed out the Park Addendum that had been included in the Board packet. The Jane Fondo event which was scheduled for March 11, 2023 was rescheduled (due to the forecasted rain event) to April 15, 2023. Donna Clavaud also gave an update on the collaboration with Tomales High School (THS) Shop students and their involvement with the Park projects; tow (2) picnic tables, cut-outs for the fence and a metal arch for the front gate. Donna Clavaud, David Judd (Project Manager) and Dru O'Neill will meet soon with THS Principal and the Shop teacher to discuss the projects. It was also noted that the students would be supervised by the Shop teacher and David Judd for fabricating the projects and would not be involved in the installation process.

b. Financial Advisory Committee (FAC)

1. Review Approved FAC Meeting Minutes from February 22, 2023 FAC

February 22, 2023 approved FAC minutes were reviewed. Donna Clavaud said that Bonnie MacLaird, along with John Ward's input developed a Chart of Accounts and reorganized the Profit & Loss (P & L) statement for better transparency and accountability. Donna Clavaud said she wanted to make sure all parcels have sewer service fees; Mary Halley said the tax roll has been reconciled for the year. Donna Clavaud also praised both Melinda Bell and John Ward for their due diligence in overseeing TVCSD's financials.

VIII. Financial Report (Melinda Bell and Bonnie MacLaird)

a. Review Financial Manager's Report

Financial Manager's report was reviewed. Melinda Bell said quarterly financial statements for January, February and March will be included in the April 12, 2023 TVCSD Board packet. There were questions regarding Depreciation/Misc. Expenses/Cash and how money was allocated to these categories. It was noted in the Financial Manager's Report this was a work in process and requests the TVCSD Board to submit feedback. FAC will hold a Work Session meeting in March to discuss allocation of expenses to the Park and will further review the P & L statement and category allocations. Mary Halley would like to see in the reports what was budgeted so she can determine how much money is allocated for expenses and what is left for unforeseen expenses.



1. Review and Approve Investment of \$20,000 Park Funds in a one (1) year Certificate of Deposit (CD) at Bank of Marin to Earn 4.0% Interest Rate.

Dru Fallon O’Neill motioned to Approve Investment of \$20,000 Park Funds in a one (1) year Certificate of Deposit (CD) at Bank of Marin to Earn 4.0% Interest Rate. David Kitts seconded the motion. M/S/C

2. Review New Arrangement and Category Names for Profit and Loss Statements (P/L) to Clarify Reports for More Transparency.

This was discussed under the Committee Reports; a. Financial Advisory Committee (FAC), Item 1.

IX. General Manager’s Report

Mary Halley said she registered with the State Water Board’s new general plan for sewer certification. Mary Halley also said that NSU would negotiate new, lower fees once the new SCADA is implemented. Mary Halley will be attending the Disaster Assistance Program for North Coast Storm Event briefing tomorrow, March 9th, 2023. This briefing is to request a public assistance grant for storm damage incurred at the treatment plant and mitigation of storm damages. Pump # 2 will be replaced which failed during the January storms. Mary Halley and Brandon Jacka lifted manhole covers to figure out where water intrusion is occurring which has caused an increase in PG & E expenses because of extensive pumping. It was determined that roof or drain spout run-off is causing the intrusion and plans are underway to find out where the intrusion is coming from. Mary Halley has sent out applications for two (2) new connections.

X. NSU Report

a. Review January 2023 reports

NSU reports were emailed to the TVCSD Board members as the reports were not available in a timely manner for insertion and distribution of the Board packet.

XI. Pending Business

1. Discuss and Approve Proposed Consumer Price Index (CPI) Adjustment to be added to Annual Sewer Service Fees Using April Data from the San Francisco Bay Area Consumer Price Index Chart. Public Hearing Notice with more Information will be mailed by the end of March. CPI Adjustment is Proposed to be Effective July 1, 2023 for five (5) Years.

Bill Bonini motioned to Approve Proposed Consumer Price Index (CPI) Adjustment to be added to Annual Sewer Service Fees Using April Data from the San Francisco Bay Area Consumer Price Index Chart. Public Hearing Notice with more Information will be mailed by the end of March. CPI Adjustment is Proposed to be Effective July 1, 2023 for five (5) Years. John Ward seconded the motion. M/S/C

2. Continue Discussion for an Accessory Dwelling Unit (ADU) Ordinance Policy for TVCSD Prior to FAC March Work Session.

Donna Clavaud reported that the County of Marin Planning Department has designated an ADU planner and contracted with a Bay Area non-profit called Hello ADU to assist Marin property owners who are interested in adding an Accessory Dwelling Unit to their property. The non-profit will be available for free services for design

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and construction and includes a registry of ADU contractors. FAC continues to study the question of sewer services for ADU's and Mary Halley said the California state law allows fees for connections and inspections for the ADU; District can also charge an impact fee if the ADU is built at the same time as the main house. The District can also determine if the connection should be hooked directly to the main system or to the house lateral.

3. Spring Newsletter and Public Notice to Property Owners Scheduled to be sent out by the end of March. Newsletter and Public Notice will be going out at the end of March.

XII. Other Business

None

XIII. New Business

1. District 4 Supervisor Dennis Rodoni will be Holding Spring Office Hours, in Person, for Tomales and Dillon Beach on Friday, March 24, 2023 from 3:00 pm – 4:30 pm at the Tomales Town Hall Upstairs. Attendance is Strongly Encouraged.

Donna Clavaud encouraged the TVCSD Board to attend this meeting.

XIV. Old Business

None

XV. Correspondence

None

XVI. Adjournment

Meeting was adjourned at 9:24 pm. No objections.

Approved by Donna Clavaud, President

Date

Attested by Cynthia Hammond, Recording Secretary

Date

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Park Bank Account Activity March 2023

| | | Type | Date | Num | Name | Memo | Amount | Balance |
|--|------------------------------------|--------------------------|------------|-------------|------------------|----------------------|------------------|-------------------|
| 131.00 · Cash | | Beginning Balance | | | | | | 124,207.21 |
| | 131.48 - CA LAIF | Balance | | | | | | 31,429.66 |
| | 131.40 · Bank of Marin - CD | Balance | 03/10/2023 | | | Funds Transfer | 20,000.00 | 20,000.00 |
| 131.42 · Bank of Marin - Money Market | | Beginning Balance | | | | | 20,000.00 | 76,508.57 |
| | | Deposit | 03/03/2023 | | | Meas A | 4,040.51 | 80,549.08 |
| | | Transfer | 03/10/2023 | | | Funds Transfer | -20,000.00 | 60,549.08 |
| | | Deposit | 03/31/2023 | | | Deposit | 25.40 | 60,574.48 |
| Total 131.42 · Bank of Marin - Money Market | | Ending Balance | | | | | 4,065.91 | 60,574.48 |
| 131.46 · Bank of Marin - Park Account | | Beginning Balance | | | | | | 16,268.98 |
| | | Bill Pmt -Check | 03/07/2023 | 1416 | Elfstrom | 11 hours February | -385.00 | 15,883.98 |
| | | Bill Pmt -Check | 03/07/2023 | 1417 | Hammond, Cynthia | Feb 1 PAC minutes | -30.48 | 15,853.50 |
| | | Bill Pmt -Check | 03/07/2023 | 1418 | Melinda K. Bell | accounting 1.5 hours | -66.00 | 15,787.50 |
| | | General Journal | 03/13/2023 | Marin Bicyc | | April 15 fee MCBC | 100.00 | 15,887.50 |
| | | Bill Pmt -Check | 03/14/2023 | 1419 | Martinez, Edgar | Feb 28 hours | -560.00 | 15,327.50 |
| | | Deposit | 03/31/2023 | | | Deposit | 0.07 | 15,327.57 |
| Total 131.46 · Bank of Marin - Park Account | | Ending Balance | | | | | -941.41 | 15,327.57 |
| Total 131.00 · Cash | | Ending Balance | | | | | 23,124.50 | 127,331.71 |
| | | | | | | | | |

SEWER - BANK ACCOUNT DETAIL - MARCH 2023

| Account | Date | Type | Number/Type | Payee Name | Description | Amount | Balance |
|-----------------------|------------|---------|----------------|---------------------------------|---|--------------------------|-------------------|
| Sewer-Checking | | | | | | Beginning Balance | 13,695.52 |
| | 03/01/2023 | Expense | Auto Pay | AT&T | Internet | (74.90) | 13,620.62 |
| | 03/01/2023 | Check | 5216 | Kristin Lawson | Rent 3-months | (300.00) | 13,320.62 |
| | 03/01/2023 | Check | 5217 | Roy's Sewer Service, Inc. | Televised Sewer Mains @ 2nd & Railroad | (1,500.00) | 11,820.62 |
| | 03/01/2023 | Expense | BoM #1 | Natural Systems Utilities -CA | March 2023 Service | (4,625.33) | 7,195.29 |
| | 03/04/2023 | Check | 5218 | Capital One Bank | Administrative Expenditures | (82.21) | 7,113.08 |
| | 03/06/2023 | Check | 5220 | Melinda K. Bell | February fees | (1,419.00) | 5,694.08 |
| | 03/06/2023 | Check | 5221 | Halley, Mary C. | February fees | (5,141.98) | 552.10 |
| | 03/06/2023 | Check | 5222 | Hammond, Cynthia | February fees | (673.70) | (121.60) |
| | 03/06/2023 | Deposit | Received | Tomales Regional History Center | Service Fees Received | 81.90 | (39.70) |
| | 03/07/2023 | Check | 5223 | Marin County Assessor | Digital Copy of District assessment roll TVCSD | (112.00) | (151.70) |
| | 03/08/2023 | Deposit | Transfer fm MM | | Xfer fm MM to Chkg to cover Operational Expenses | 10,000.00 | 9,848.30 |
| | 03/20/2023 | Check | Auto Pay | PGE | Utility fees | (319.23) | 9,529.07 |
| | 03/20/2023 | Check | BoM #2 | Hammond, Cynthia | Reimbursement Stamps and Copies for Public Hearing Mailer | (131.95) | 9,397.12 |
| | 03/20/2023 | Deposit | Transfer fm MM | | Xfer from MM to pay Arolo for new Pump #2 | 17,209.00 | 26,606.12 |
| | 03/23/2023 | Check | BoM #3 | Arolo Company | New Pump #2 | (17,209.00) | 9,397.12 |
| | 03/29/2023 | Expense | Auto Pay | AT&T | Telephone | (123.48) | 9,273.64 |
| | 03/30/2023 | Expense | Auto Pay | Intuit / QBO | QBO accounting subscription | (55.00) | 9,218.64 |
| | 03/31/2023 | Deposit | Received | Bank of Marin | Interest Earned 3.31.23 | 0.08 | 9,218.72 |
| | | | | | | Sum of Activity | (4,476.80) |
| | | | | | | Ending Balance | 9,218.72 |

| Date | Type | Number/Type | Payee Name | Description | Amount | Balance | |
|---------------------------|------------|-------------|------------|----------------------------|--|--------------------------|--------------------|
| Sewer-Money Market | | | | | | Beginning Balance | 79,240.50 |
| | 03/08/2023 | Transfer | Transfer | to Sewer Checking | Xfer fm MM to Chkg to cover Operational Expenses | (10,000.00) | 69,240.50 |
| | 03/16/2023 | Deposit | Received | Marin County Tax Collector | Levy 4 - 00174560 | 20.13 | 69,260.63 |
| | 03/20/2023 | Transfer | Transfer | to Sewer Checking | Xfer to pay Arolo for new Pump #2 | (17,209.00) | 52,051.63 |
| | 03/31/2023 | Deposit | Received | Bank of Marin | Interest Earned 3.31.23 | 23.71 | 52,075.34 |
| | | | | | | Sum of Activity | (27,165.16) |
| | | | | | | Ending Balance | 52,075.34 |



Park Advisory Committee Meeting, March 22, 2023 at the Tomales Town Hall, 5:30 pm
Work Session Notes (there wasn't a quorum to hold a regular meeting)

Meeting was called to order at 5:49 pm

Present: Dru Fallon O'Neill, Chair; Nick Campbell, Beth Koelker

Absent: Ted Andersen, Patty Oku, Venta Leon

Guests: Donna Clavaud, TVCSD President

New Business:

Venta had relayed news on BBQ rehab, prior to her vacation. David Judd and John Roche are working on design and specifications to present to the TVCSD Board. Venta also is working on specifications for a shade canopy. Dru will gather more information on a Circuit Training (work-out) area to present to PAC at the April meeting.

Dru will not be in town April 15 and another committee member will be asked to step in as liaison for park events such as the Jane Fonda bike ride on April 15. (Patty or Venta; and if they are unavailable, Donna offered to help).

Old Business:

There's been a delay scheduling the meeting with Tomales High School officials regarding a park and high school collaboration. This is a proposed construction effort including picnic tables, main gate and signage, and north fence replacement phase one, top west end.

Miscellaneous Business:

Donna added the TVCSD Board is keen on restoring the pathway with Dru and Bill Bonini looking at materials and costs, plus Donna is also looking into not only restriping the parking area, but repaving as well. Donna also reminded PAC of another bark delivery in June.

Donna relayed the 100 day evaluation of our Park Maintenance Supervisor, Henry Elfstrom, and his diligence in park upkeep.

Donna added information on the Chipper Day Calendar, with 5 dates scheduled: May 22, June 26, August 14, September 18, and October 23. In light of the above schedule, PAC members added another park clean-up day on May 6.

A Margaret Graham Memorial slated for May 20. It was discussed a "Walk with Walter" to or from the park with the community invited, but with a sensitivity to Walter and his feelings.

Adjournment was at 6:23 pm with next meeting scheduled for April 26, 2023 at 5:30 pm, at the Tomales Town Hall.

Respectfully submitted,

A handwritten signature in black ink that reads "Dru Fallon O'Neill". The signature is written in a cursive, flowing style.

Dru Fallon O'Neill, Chair/Secretary

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FINANCIAL ADVISORY COMMITTEE WORK SESSION NOTES

MONDAY, MARCH 27, 2023

PRESENT: Melinda Bell, FAC Chair & TVCSD Financial Services; Bonnie MacLaird, Incoming TVCSD Financial Services (via remote on Zoom); John Ward, FAC Member & TVCSD Board Member; Donna Clavaud, FAC Recording Secretary & TVCSD Board President.

GUEST: Mary Halley, TVCSD General Manager.

The meeting was called to order at 3:10 pm by Melinda Bell. FAC had a quorum to conduct business; however, this was a work session only and held at the TVCSD Office where we could easily study ongoing financial issues, particularly viewing proposed changes to spreadsheets and addressing internal financial tasks as we transition from retiring Melinda Bell to Bonnie MacLaird as our new district Financial Services staff.

AGENDA

I. Event and Park Rental Management Update:

Donna Clavaud reported that there are three (3) rentals currently booked for 2023 and the paperwork is either complete or underway: April 8 Easter Egg Hunt by Presbyterian Church; April 15 Jane Fondo Bike Ride Rest Stop by Marin Bike Coalition; and August 5 Marin Century Rest Stop.

Donna Clavaud also reported that she continues to coordinate the park rentals and has not yet identified a candidate for the part time position of Park Rental Coordinator.

II. Revised Accounting and Reporting Organization-further comments or suggestions?

In our ongoing discussions on how best to present TVCSD accounting and reporting, there are two approaches possible: one is to only present quarterly financial statements to the Board and stakeholders while continuing to report monthly check registers and a monthly financial narrative on income and expenses; the other is to offer a detailed financial statement, as well as the check registers and a financial narrative monthly.

John Ward offers an option for a more detailed monthly financial statement that enables more transparency about line items and the rearrangement of some sections.

John Ward and Donna Clavaud agree there is a need for more explanation so that ratepayers and stakeholders can better understand where the money goes. They agree that a quarterly statement isn't often enough for lay people to really understand and be able to track income and expenses. Mary Halley would like to see percentages of current expense line items versus budgeted so she can determine our financial position more accurately.

The FAC agrees that we will offer the Board options regarding various changes they would like to see in the accounting and reporting as we move forward.

III. Planned FAC Member Absences:

Bonnie MacLaird: March 8-29 (emailing and remote for accounting and March FAC meeting)

John Ward: April 3- May 7 (requested to vote by proxy for April 12 Board Meeting)

Melinda Bell: April 13-30- (Bonnie will assume all duties); June 25-July 5

Mary Halley and Donna Clavaud: (both indicate they will try to schedule any time off to August & December when TVCSD has no meetings).

IV. Schedule for Financial Services Staff Transition:

A. Contact Changes Needed: Melinda Bell is working to transfer important contacts over to other staff or board members. Mary Halley will probably receive most communications and then relay them as needed.

B. Expense Allocations: Our ongoing discussions continued on ways TVCSD might more accurately reflect monthly expenses for the sewer system and park with special attention to administrative costs. The most reasonable approach we all agree upon is to allocate a percentage of allocated expenses to each. Our accounting statements would include "dedicated expenses" and "allocated expenses". We will continue to analyze line items that should be allocated and consider beginning this procedure in the new fiscal year 2023-24.

C. Sonic Administration: Melinda has transferred the administration of our Sonic accounts to John Ward to oversee as she retires. Mary Halley, Melinda Bell and John Ward have sonic accounts, and Melinda is using another one for the online accounts. Most of us use our own email addresses for communications.

V. Grants & Loan Possibilities and Pending Projects:

A. The major sewer system project is the implementation of the SCADA monitoring system to start July 1, 2023. We have a signed contract with JM Integration for the project and we have a guaranteed loan agreement with Marin County to borrow up to \$75,000. Since payments will be required starting in August 2024, we discussed the feasibility of seeking a guaranteed loan soon to avoid more rises in interest rates. We are currently looking at a 3-year loan at a 6% interest rate. Mary will check with Marin to see what the annual payments and interest would

be at various loan amounts and Bonnie and Melinda will determine what TVCSD can afford to re-pay annually. We agree that the TVCSD Board should consider approval for a loan at the upcoming April 12 Board meeting to secure the current interest rate.

VI. Rate Notification and Public Hearing:

A. Sewer Service Charge Increase: The Public Notice has been sent out to each parcel number utilizing Marin County's tax assessor rolls.

B. Connection and Inspection Fees: TVCSD sewer connection fees have never been raised and are set at \$10,000 per hookup. It is time to consider raising the fees. Since ratepayers have been paying for the costs to develop and maintain the sewer system, it follows that new development should pay a fair share to hook up to the system and receive sewer service. In order to analyze a revised connection fee price, Mary Halley analyzed the sewer system fixed assets from both our insurance provider and our auditors and found similar values had been established of approximately \$ 2M. If we divide this figure by the 133 sanitary units available in our sewer service boundary, we arrive at a value of approximately \$15,000 per equivalent unit. Everyone agreed that raising the connection fee for new development per EU from \$10,000 to \$15,000 would be reasonable.

We also discussed the Inspection Fee that TVCSD charges for the required inspection of a new hook up and discovered that our current price is way out of line with the current charges in our area and is undercharging. Mary Halley has obtained a detailed inspection process from a local engineer. We agree that TVCSD should not be absorbing the costs of an applicant's inspection. We are recommending that we raise the Inspection Fee from \$250 to closer to \$1000 since the full costs should be passed on to the engineer. Mary Halley is also updating our forms and protocols for new connections and inspections to better clarify the process.

C. Information for Ratepayers: We discussed an ongoing goal of TVCSD to continue to increase transparency to ratepayers and stakeholders, particularly to convey the financial profile of district expenses and income for both the sewer system enterprise and the Tomales Community Park via our newsletters and on our website. One effective way to do this is with visual graphics, and Mary has offered to provide the graphics once we have identified the financial information we want to convey.

As an example, Melinda provided a spreadsheet of Cash and Debt Balances for all the years from 1999-2022 that offer interesting data for us to develop graphics for the public to better understand TVCSD financial history and trends.

VII. Audit Issues:

A. 2022-2023 Audit? We agreed to identify a CSD template for an RFP Audit for Services and plan to write a TVCSD Audit RFP as a high priority to send out to three possible firms for our 2022-23 annual audit. Mary reported that Muir Beach and Bolinas utilize the same Marin audit firm.

B. Fixed Asset Schedule for SDRMA Update: The schedules for both the sewer system enterprise and the Tomales Community Park are up to date.

VIII. Review of Improved Parcels without Sewer Service Charges:

A. TVCSD current tax rolls are complete except for one non-paying parcel which will be added to the rolls this year.

VIII. ADU Policy:

A. TVCSD currently has no separate policy for Accessory Dwelling Units. Mary and Donna are currently studying the CA State ADU Handbook to better understand the new state laws that must be followed to develop an ADU. We tabled this agenda item today and will resume our discussion at another time.

IX. Next FAC Meeting:

A. To allow more time to prepare the monthly Board Meeting Agenda and assemble the Board Packet documents, FAC agrees to schedule our FAC meetings earlier in the month, on the third Monday of the month. In April, we will hold a Budget Work Session on Wednesday, April 5 at 3:30pm and a regular FAC Meeting on Monday, April 17 at 3pm.

Minutes signed by: Donna Clavaud



Approved on: 3/30/2023

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TVCS D - PARK
BALANCE SHEET as of MARCH 28, 2023

| ASSETS | | |
|---------------------------------------|-------------------|--|
| 131.40 - Bank of Marin - CD | 20,000.00 | New Park CD from Park Money Market Account |
| 131.48 - CA LAIF | 31,429.66 | Park Share of Local Agency Investment Fund at State |
| 131.42 - Bank of Marin - Money Ma | 60,549.08 | Park Separate Money Market Account Bank of Marin |
| 131.46 - Bank of Marin - Park Acco | 15,327.50 | Park Separate Checking Account at Bank of Marin |
| Total Cash | 127,306.24 | |
| 1499.00 - Undeposited Funds | 250.00 | Check from Marin Cyclists to Return |
| Total Current Assets | 127,556.24 | |
| 100.2 - Park Land | 132,000.00 | |
| 111 - Park Equipment | 461,790.46 | |
| 105.00 - Depreciation | -107,010.00 | |
| Total Fixed Assets | 486,780.46 | |
| TOTAL ASSETS | 614,336.70 | |
| LIABILITIES & EQUITY | | |
| Liabilities | | |
| 222.00 - Accounts Payable | -9.82 | P G & E Climate Credit to apply to next bill |
| 220.00 - Refundable Deposits | 250.00 | Marin Cyclists Deposit for Next Ride to return if all OK |
| 215 - Federal Payroll Tax Payable | 14.00 | Due in April |
| Total Liabilities | 254.18 | |
| Equity | | |
| 252.50 - Investment in Capital Asse | 486,780.46 | Equity is Called Net Assets , not Shareholders' Equity |
| 260.00 - Unassigned Fund Balance | 122,732.38 | Equals Book Value of Fixed Assets - Most of Equity tied up |
| Net Income | 4,569.68 | Beginning Current Assets Less Liabilities at 6/30/2022 |
| Total Net Assets | 614,082.52 | This year's Income Less Expenses - See Top Half of Report |
| TOTAL LIABILITIES & EQUITY | 614,336.70 | Assets Less Liabilities at March 28, 2023 |
| | | Equals Total Assets - Accounting Rule from Roman Times |

Park Year-To-Date Income and Expense by Month

| | July | August | Sept | Octob | Novem | Decem | Jan | Feb | Mar | To | 75.00% | Fiscal Year |
|---------------------|------------------|-------------------|-----------------|-----------------|-------------------|-------------------|-------------------|-------------------|-----------------|------------------|--------------------|--------------------|
| | 2022 | 2022 | 2022 | 2022 | 2022 | 2022 | 2023 | 2023 | 2023 | 3/28 Date | Budget | Budget |
| INCOME | | | | | | | | | | | | |
| Interest | 2.57 | 3.61 | 3.27 | 104.88 | 4.65 | 4.25 | 167.75 | 3.47 | | 294.45 | 135.00 | 180.00 |
| Contributions | | 7.00 | | 38.00 | | 1,000.00 | | | | 1,045.00 | 750.00 | 1,000.00 |
| Rentals | | | | 300.00 | | | | | 100.00 | 400.00 | 600.00 | 800.00 |
| Measure A | 19,618.76 | | | | | | | | 4,040.51 | 23,659.27 | 24,750.00 | 33,000.00 |
| Total Income | 19,621.33 | 10.61 | 3.27 | 442.88 | 4.65 | 1,004.25 | 167.75 | 3.47 | 4,140.51 | 25,398.72 | 26,235.00 | 34,980.00 |
| EXPENSES | | | | | | | | | | | | |
| Projects | 4,479.36 | | | 108.41 | 733.13 | 3,057.00 | | | | 8,377.90 | a 29,250.00 | 39,000.00 |
| Operations | | | | | 35.01 | 127.50 | | | | 162.51 | b 1,125.00 | 1,500.00 |
| Maintenance | | 4,095.76 | | 21.24 | | 403.85 | | 123.90 | | 4,644.75 | c 7,087.50 | 9,450.00 |
| Sanitizing | 620.00 | 630.00 | 600.00 | 620.00 | 600.00 | 620.00 | 620.00 | 560.00 | | 4,870.00 | d 5,400.00 | 7,200.00 |
| Utilities | 36.08 | 239.47 | 36.28 | (22.30) | 27.96 | 22.36 | 228.35 | (9.82) | | 558.38 | e 862.50 | 1,150.00 |
| Groundskeeper | | | | | 202.50 | 405.00 | 325.00 | 385.00 | | 1,317.50 | f 3,375.00 | 4,500.00 |
| Allocated Costs | | | | | 121.00 | 150.00 | 528.00 | 99.00 | | 898.00 | g 750.00 | 1,000.00 |
| Total Expens | 5,135.44 | 4,965.23 | 636.28 | 727.35 | 1,719.60 | 4,785.71 | 1,701.35 | 1,158.08 | - | 20,829.04 | 47,850.00 | 63,800.00 |
| Net Income | 14,485.89 | (4,954.62) | (633.01) | (284.47) | (1,714.95) | (3,781.46) | (1,533.60) | (1,154.61) | 4,140.51 | 4,569.68 | (21,615.00) | (28,820.00) |

- a rest room doors, tarp,sign
- b County legal, check stock
- c supplies,tree trim,trap repair
- d daily sanitizing & bathrooms
- e PG&E \$174, trash \$384
- f lawn, clean-up and patrol
- g secretary, board, financial

TVCS D
Balance Sheet
As of March 31, 2023

| ASSETS | Total |
|---|------------------|
| Bank Accounts | |
| 1110 Sewer-Checking BoM #1479 | 9,219 |
| 1130 Sewer-Money Market BoM#0591 | 52,075 |
| 1150 Sewer-LAIF Savings | 43,114 |
| Total Bank Accounts | 104,407 |
| Fixed Assets | |
| 1500 Sewer - Prop, Plant, Equipment (pre-2014) | 791,666 |
| 1510 Sewer - Machinery, Pumps, Motors (new 2023) | 17,209 |
| 1520 Sewer - Improvement Project (pre-2014) | 939,393 |
| 1540 Sewer - Solar System (pre-2014) | 269,945 |
| 1550 Sewer - Land and Land Rights (pre-2014) | 52,788 |
| 1560 Sewer - Maps and Records (pre-2014) | 17,248 |
| 1590 Sewer - Accumulated Depreciation (up to date) | (858,872) |
| Total Fixed Assets | 1,229,377 |
| Other Assets | |
| 1310 Sewer - SUSD Note Receivable | 7,505 |
| 1320 Sewer-CREBs Unamortized Issuance Cost | 0 |
| 1350 Receivable - TVCS D Park | 33 |
| Total Other Assets | 7,538 |
| TOTAL ASSETS | 1,341,322 |
| LIABILITIES AND EQUITY | Total |
| Liabilities | |
| Current Liabilities | |
| 2100 Sewer - Accounts Payable | 5,973 |
| 2310 Sewer - Fed Payroll Tax Payable | 112 |
| 2410 Sewer - CA Payroll Tax Payable | 2 |
| Total Current Liabilities | 6,087 |
| Long-Term Liabilities | |
| 2710 Sewer - SWRCB SRF Loan (paid off 12/22) | 0 |
| 2720 Sewer - CREBS Bond | 53,823 |
| Total Long-Term Liabilities | 53,823 |
| Total Liabilities | 59,911 |
| Equity | |
| 3100 Sewer - Retained Earnings | 0 |
| 3200 Sewer - Net Assets | 1,172,445 |
| 3400 Sewer - Reserve Accounts | |
| 3410 Sewer - Operating Reserve - Unrestricted | 47,962 |
| 3420 Sewer - Capital Asset Reserve - Unrestricted | 40,000 |
| 3430 Sewer - Emergency Reserve - Unrestricted | 0 |
| 3440 Sewer - Sinking Fund - Debt Reserve | 0 |
| 3490 Sewer - Connection Fees - Restricted for Capital | 30,000 |
| Total 3400 Sewer - Reserve Accounts | 117,962 |
| Net Income (from P&L) | (8,995) |
| Total Equity | 1,281,412 |
| TOTAL LIABILITIES AND EQUITY | 1,341,322 |

TOMALES DISTRICT COMMUNITY SERVICE DISTRICT

Profit & Loss

July 2022 - March 2023

| | Jul 2022 | Aug 2022 | Sep 2022 | Oct 2022 | Nov 2022 | Dec 2022 | Jan 2023 | Feb 2023 | Mar 2023 | Total |
|--|--------------|---------------|----------------|--------------|--------------|---------------|--------------|--------------|--------------|----------------|
| Income | | | | | | | | | | |
| 4100 SEWER-SERVICE FEES COLLECTED | | | | | | | | | | |
| 4110 Service Fees-County Collected Taxes | 721 | | | | | 66,334 | | | | 67,055 |
| 4120 Service Fees-Charged Monthly | 82 | 82 | 82 | 82 | 82 | 82 | 82 | 164 | | 737 |
| 4130 Service Fees-Annual Fees | | 1,966 | | | | | | | | 1,966 |
| 4145 Service Fees-Solar Portion-County Collected | | | | | | 5,520 | | | | 5,520 |
| 4150 Service Fees - SUSD | | | 92,081 | | | | | | | 92,081 |
| Total 4100 SEWER-SERVICE FEES COLLECTED | 803 | 2,048 | 92,163 | 82 | 82 | 71,936 | 82 | 164 | 0 | 167,359 |
| 4200 SEWER-OTHER INCOME | | | | | | | | | | |
| 4350 Sewer-Levy 4 Revenues | 87 | 0 | | 41 | | 5,484 | 50 | | 20 | 5,683 |
| 4410 Sewer-SUSD Sinking Fund-SWRCB | | | 8,765 | | | | | | | 8,765 |
| 4430 Sewer-Interest Income | 6 | 5 | 578 | 174 | 3 | 4 | 234 | 7 | 24 | 1,035 |
| Total 4200 SEWER-OTHER INCOME | 93 | 5 | 9,343 | 215 | 3 | 5,488 | 284 | 7 | 44 | 15,483 |
| Total Income | 896 | 2,053 | 101,506 | 297 | 85 | 77,424 | 366 | 171 | 44 | 182,842 |
| Expenses | | | | | | | | | | |
| 5000 SEWER-OPERATIONS | | | | | | | | | | |
| 5100 SEWER-OPERATING EXPENSES | | | | | | | | | | |
| 5110 Licenses and Permits | | | | | 347 | 1,727 | | | | 2,074 |
| 5200 REPAIRS & MAINTENANCE | | | | | | | | | | |
| 5210 Plant and Building Maintenance | 2,976 | | | | | | 2,165 | | | 5,141 |
| 5220 O&M-NSU contractual services | 4,625 | 8,022 | 4,625 | 4,625 | 4,625 | 4,625 | | 4,625 | 4,625 | 40,400 |
| 5230 Sewer-Lab Bills-BreljeRace | 895 | 697 | 750 | 531 | 791 | | 434 | | | 4,098 |
| 5235 Sewer-Treatment Ponds Maintenance | | 9,040 | 848 | | | | | | 795 | 10,683 |
| 5240 Sewer-Treatment Maintenance Supplies | | | | | | 157 | 183 | | | 340 |
| 5270 Collection-CCTV Inspection | | | | | | | | 1,500 | | 1,500 |
| Total 5200 REPAIRS & MAINTENANCE | 8,496 | 17,759 | 6,223 | 5,156 | 5,416 | 4,782 | 2,782 | 6,125 | 5,420 | 62,161 |
| 5400 SEWER-UTILITIES | | | | | | | | | | |
| 5405 SEWER-SOLAR | | | | | | | | | | |
| 5410 Solar Panels-Inspection,Cleaning | | | | 265 | | | | | | 265 |
| 5430 Solar-Lease Admin Fee | | | | | 750 | | | | | 750 |
| 5450 SEWER-PGE | | | | | | | | | | |
| 5460 Sewer-Collection-PGE | 33 | 30 | | | | | 21 | 204 | 11 | 300 |
| 5470 Sewer-Treatment-PGE | 26 | 25 | (54) | 29 | | 64 | 25 | 1,061 | 207 | 1,383 |
| 5480 Sewer-Disposal-PGE | 26 | | (50) | 25 | | 27 | 15 | 35 | 101 | 180 |
| Total 5400 SEWER-UTILITIES | 86 | 55 | (104) | 318 | 750 | 92 | 61 | 1,300 | 319 | 2,877 |
| Total 5000 SEWER-OPERATIONS | 8,582 | 17,814 | 6,119 | 5,475 | 6,513 | 6,601 | 2,843 | 7,426 | 5,740 | 67,113 |
| 7000 ADMINISTRATION | | | | | | | | | | |
| 7100 BOARD MTG & PERSONNEL | | | | | | | | | | |
| 7110 Board Member Stipend | | | 300 | | | | 150 | | | 450 |

| | | | | | | | | | | |
|---|-----------------|-----------------|---------------|-----------------|-----------------|---------------|-----------------|-----------------|-----------------|----------------|
| 8000 NON-BOARD PERSONNEL | | | | | | | | | | |
| 8100 SEWER-STAFF COMPENSATION | | | | | | | | | | |
| 8110 General Manager - fees | 4,850 | 3,150 | 4,275 | 4,775 | 1,900 | 2,650 | 5,475 | 4,925 | 4,850 | 36,850 |
| 8120 Treasurer/Financial Mgr - fees | 1,815 | 2,178 | 3,762 | 1,606 | 737 | 2,128 | 3,857 | 3,459 | 2,388 | 21,931 |
| 8130 Secretary/Administration fees | 528 | 644 | 545 | 792 | 776 | | 495 | 974 | 1,370 | 6,122 |
| 8140 Profess Liab Insurance Reimburs | | 188 | | | 188 | | | 188 | | 563 |
| 8160 Travel & Mileage | 47 | 74 | 19 | 19 | 31 | 9 | 60 | 50 | 100 | 409 |
| Total 8000 NON-BOARD PERSONNEL | 7,240 | 6,233 | 8,600 | 7,192 | 3,631 | 4,788 | 9,887 | 9,595 | 8,707 | 65,873 |
| 8200 PROFESSIONAL CONSULTANTS | | | | | | | | | | |
| 8210 Auditors | | | 5,600 | | | | 500 | | | 6,100 |
| 8260 Misc Professional Consultants | | | | | 248 | | | | | 248 |
| Total 8200 PROFESSIONAL CONSULTANTS | 0 | 0 | 5,600 | 0 | 248 | 500 | 0 | 0 | 0 | 6,348 |
| 8300 PAYROLL EXPENSES | | | | | | | | | | |
| 8310 Worker's Comp Insurance | 783 | | | | 7 | | | | | 790 |
| 8320 Social Security Tax | | | | 125 | | | 156 | 62 | | 343 |
| 8330 Medicare Payroll Tax | | | | 29 | | | 36 | 15 | | 80 |
| 8340 State Unemployment Tax | | | | 34 | | | 52 | 25 | | 111 |
| Total 8300 PAYROLL EXPENSES | 783 | 0 | 0 | 188 | 7 | 0 | 244 | 102 | 0 | 1,325 |
| 9100 SEWER-OFFICE & ADMIN EXPENSES | | | | | | | | | | |
| 9110 Sewer-Office Rent | | | 300 | | | 300 | | | 300 | 900 |
| 9120 Sewer-Office Supplies | (51) | | 374 | 69 | | | 35 | 33 | 299 | 758 |
| 9130 Sewer-Telephone and Internet | 78 | 198 | 198 | 197 | 197 | 197 | 198 | 198 | 198 | 1,661 |
| 9140 Office Equipment | | 350 | 40 | | 17 | | 98 | 10 | | 515 |
| 9145 Property & Liability Insurance -SDRMA | 10,527 | | | | | | | | | 10,527 |
| 9150 Sonic - Web Hosting | 16 | | 8 | 8 | 8 | | 8 | 8 | 8 | 64 |
| 9160 Postage and Delivery | | 10 | | 22 | | | 22 | 25 | | 79 |
| 9171 Interest Expense - SRF Loan | | | | | | 641 | | | | 641 |
| 9176 LAFCO Charges | 143 | | | | | | | | | 143 |
| 9178 County Teeter Admin Fee | | | | | | 149 | | | | 149 |
| 9180 Dues and Subscriptions | 300 | | | 1,388 | | | | 17 | 170 | 1,874 |
| 9190 Publications and Notices | | | | | | | | | 419 | 419 |
| 9192 Election Expense | | | | | | | | | 250 | 250 |
| Total 9100 SEWER-OFFICE & ADMIN EXPENSES | 11,013 | 559 | 920 | 1,684 | 221 | 1,287 | 362 | 291 | 1,644 | 17,982 |
| 9600 MISC EXPENSES | | | | | | | | | | |
| 9610 Depreciation Expense | 3,472 | 3,659 | 3,659 | 3,659 | 3,659 | 3,659 | 3,659 | 3,659 | 3,659 | 32,747 |
| Total 7000 ADMINISTRATION | 22,508 | 10,451 | 19,080 | 12,723 | 7,768 | 10,234 | 14,302 | 13,648 | 14,011 | 124,725 |
| Total Expenses | 31,090 | 28,264 | 25,199 | 18,198 | 14,281 | 16,835 | 17,146 | 21,073 | 19,750 | 191,837 |
| Net Income | (30,194) | (26,212) | 76,307 | (17,901) | (14,196) | 60,588 | (16,780) | (20,902) | (19,706) | (8,995) |

| Profit & Loss: Factoring out Depreciation Expense | | | | | | | | | | |
|--|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|----------------|
| July 2022 - March 2023 | | | | | | | | | | |
| | Jul 2022 | Aug 2022 | Sep 2022 | Oct 2022 | Nov 2022 | Dec 2022 | Jan 2023 | Feb 2023 | Mar 2023 | Total |
| Total Income | 896 | 2,053 | 101,506 | 297 | 85 | 77,424 | 366 | 171 | 44 | 182,842 |
| Total Expenses (Without considering Depreciation) | <u>27,618</u> | <u>24,605</u> | <u>21,540</u> | <u>14,539</u> | <u>10,621</u> | <u>13,176</u> | <u>13,486</u> | <u>17,414</u> | <u>16,091</u> | 159,090 |
| ADJUSTED NET INCOME | (26,722) | (22,552) | 79,966 | (14,242) | (10,536) | 64,248 | (13,120) | (17,243) | (16,047) | 23,752 |



FINANCIAL NARRATIVE APRIL 2023 BOARD MEETING

MONTHLY SNAPSHOT:

In this month's packet you'll find the full Profit and Loss in a month-by-month format, as well as the Balance Sheet for FY22/23 year-to-date. Whereas our expenditures are far exceeding income on a monthly basis, we are looking forward to the receipt of County Collected Sewer Fees in mid-April. This cash infusion will greatly improve our financial picture.

In March the biggest expenditure was the replacement of Pump #2 by Arolo Company. This cost will be Capitalized and Depreciated which means it will be reflected on the Balance Sheet, and not as an expense on our Profit & Loss report. See line 1510 "Machinery, Pumps, Motors" under Fixed Assets. Bonnie is suggesting that the capitalized expense come off of the Equity Account #3490 "Connection Fees – Restricted for Capital". That would take that reserve down from \$30,000 to \$12,791.

Melinda's note: For twelve years we have not budgeted much for major repairs or capital improvements for the Sewer infrastructure, and we have spent even less than budgeted. We are now facing deferred maintenance to remedy this, including some major capital purchases. The last time we recorded new capital equipment was in 2012 for the Solar panels and electronics. We have gone 10 years without capital purchases.

PROJECT OVERVIEW:

In March we opened a 1-year 4% CD at Bank of Marin with \$20,000 from the Park Money Market.

We now have new Quick Books software for Sewer. Plus we are reorganizing the chart of accounts for both Sewer and Park in the QB software as well as in the management reports. On the Park accounts we will add new expense accounts to reflect the allocation of administrative expenses.

We are preparing the new FY budgets with this new layout of accounts as seen in the reports in the Board packet this month. The accounts are the same but rearranged in a more logical order with subtotals, and in some cases renamed for clarity.

To acquire the needed long-term (capitalized) equipment, including SCADA, we will need to borrow and make loan payments. Keep in mind the accounting records will show an increase in cash and an increase in debt liability when we borrow. It will not be in our budget or in our income and expense reports (P&L). When we buy the equipment, the reports will show an increase in fixed assets, an increase in depreciation, and a decrease in cash. The expenses that will be in our P&Ls are depreciation and interest on the loan. TVCSD rates will have to cover operational income and expenses and also repayment of the new debt. We will have to bill the school district for their share of the debt payments as well as the depreciation & interest expenses.

These are the challenges we will be facing as we begin our work on the 2023/2024 budget.

GENERAL MANAGER REPORT

APRIL 12, 2023

General Management Statement and Goals

- Management and staff are currently focusing on 1) Consumer Price Index (CPI) annual rate adjustment for May 10, 2023 Public Hearing 2) FEMA /CalOES Request for Public assistance (RPA) storm grant 3) General Order 2006-0003-DWQ – Certification of Continuation of Existing Regulatory Coverage 4) SCADA system project and funding for installation July 2023 5) connection fee increase 6) new connection inspection process with pass-through fee 7) investigation of storm water infiltration in sewer collection system 8) new sewer grounds maintenance program and duckweed management to start in the spring of 2023 9) continued research to draft ADU policy and 10) and, as time allows, begin RFP for new auditor.

New/Continuing Business

SEWER

- Supervisory Control Access and Data Acquisition (SCADA) – continuing to move the new SCADA project forward to make sure we are prepared for the July installation date. Coordinated orientation meeting with Brandon of NSU and Jack from JM Integrations on 3/31 to review current system components. Parts will be ordered in May with no current supply chain issues or delays expected. I am trying to source as many original SCADA and electrical panel system schematics and files. The district has established two possible loan sources (Marin County Treasurer and CDSA Financial Corp) with the Marin County Treasurer ready to go immediately. Currently, in the face of rising interest rates, the Board is considering taking out the project loan a few months early and investing in a short-term CD until funds are needed to hedge inflation. The SWRCB and Marin County EHS did an onsite inspection of the district sewer system on 4/6. Brandon and two other NSU staff were onsite, along with two inspectors from each agency, and myself. The lack of a functioning SCADA system with no working alarms or programable aerator controls at the treatment plant was of major concern. I provided documentation of system daily oversight during the winter storms and the SCADA contract for July 2023 install with assurances that the project was on track.
- FEMA Cal OES – Disaster Assistance Program for North Coast Storm event 4683 – having submitted the Request for Public Assistance (RPA) for storm damage incurred at the treatment plant, I have now completed the required applicant briefing on 3/9, the FEMA Orientation call on 3/20 and Discovery Scoping meeting on 4/6. I have setup the TVCSD FEMA Grants Portal account to continue to submit data and documents. We have 60 days to submit all documentation of damage incurred and related costs, but PDMG manager is encouraging the district to submit as soon as possible to benefit from the Small Permanent Work Project certification. So far, the district ‘may’ qualify for category B,C and F damages. The maximum estimate if we qualify would be about \$45,000, but there is no guarantee at this point.

Treatment ponds and Plant maintenance – the replacement of pump #2, which failed during the January storm, is now complete along with the installation of two new valves for both pumps #1 and #2. Director Bonini has made great strides in cleaning up the treatment plant site including hauling off old parts and completely clearing duckweed from pond #2. I am looking into alternative options for managing duckweed in all ponds with possible use as animal feed. Pond #1 gravel intrusion barrier project has been put on hold as other repairs take priority and sewer funds are being used for emergency repairs.

- Sewer infiltration issues – with the January and March storms causing increased inflows (as much as 106 gpm), we’ve been investigating the high levels of rain water intrusion into the collection system during storms. After some preliminary research, we were able to start narrowing down the likely areas that indicate infiltration, then with the last rain storm, Bill was able to sleuth out one fairly large source.

- Service Fee adjustment – the 45-day Notice of Public Hearing for the proposed annual Consumer Price Index (CPI) adjustment using the San Francisco-Oakland-San Jose Price Index for All Urban Consumers was mailed out to customers by 3/24, with a hearing date set for 5/10/23, at 6:30pm. I have responded to just one inquiry so far concerning the notice who was just wanting some additional information as to the expected annual CPI adjustments and how TVCSD’s customers rate compared to other districts.
- Connection fee increase – connection fees (along with inspection fees) are considered an elective fee, so they do not fall under the same processes set out in Prop 218. The district has done much capital improvement to the wastewater system over many years and yet has not increased the connection fee accordingly. The connection fee represents a new customer’s ‘buy-in’ to the existing system which gets allocated for capital improvements to make sure the system can continue to maintain and improve its infrastructure. The district currently has approximately 2 million in fixed asset value, with 133 sanitary units, so the current buy-in value for a new connection per sanitary unit calculates to be about \$15,000.
- Inspection process and fee increase – with the potential for more new sewer connections, the district needed to define its inspection process and find a qualified engineer or contractor who can provide the service. I contacted various engineers who were close enough to Tomales not to need to charge too much for travel time. I have been in discussions with local engineer Lee Erickson who has provided an outline of the process and documentation that would be needed for each inspection and also the objective practicality that not all inspections would require the same amount of time. The district’s current inspection fee is quite out of line with current actual costs to perform the service, so I am recommending that the district perhaps have an inspection fee deposit sufficient enough to cover most inspections, but that can also be adjusted at the end when the final cost is known. The district does not make any income off of inspection fees, but rather it is just a pass-through fee between what it costs to perform the inspections and the required assurance and documentation the district needs to be certain that all connections meet the district standard for construction and performance.
- New Connections – am in the process of reviewing engineer’s sewer plans for new annexed connection at the end of Church St. The applicant’s engineer will make a few minor changes to how the sewer lateral ties into the district main under Church St. and then resubmit for approval. I will continue to coordinate with the owners as to the necessary district requirements, inspections, and fees.

PARK

- Park Maintenance – nothing to report this month for the GM.

GENERAL ADMINISTRATION

- Annual Audit – starting to draft RFP for hiring new auditor for the district.
- Tax Roll Audit – have identified one additional parcel that will need to be added to the tax roll this year during the SPAS cycle.
- 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



March 19, 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
February 2023

Enclosed please find the Self-Monitoring Report.

Operations are satisfactory and maintenance on schedule. We did have BOD exceedances in February. Currently working on aerations schedules.

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 |
| 2/1/2023 | 19.5 | 156.0 | 8.4 | 13.1 | 360.0 | 410.0 | 3.4 | <.40 | 12.0 | 6.0 | 6.3 | 260.0 | 53.0 | 8.0 | 8.9 | 12.2 | | | | |
| 2/2/2023 | 21.7 | | | | | | | | | | | | | | | | | | | |
| 2/3/2023 | 21.7 | | | | | | | | | | | | | | | | | | | |
| 2/4/2023 | 21.7 | | | | | | | | | | | | | | | | | | | |
| 2/5/2023 | 21.7 | | | | | | | | | | | | | | | | | | | |
| 2/6/2023 | 21.7 | | | | | | | | | | | | | | | | | | | |
| 2/7/2023 | 21.7 | 130.0 | | | | | | | | | | 260.0 | 53.0 | 8.3 | 10.3 | 10.5 | | | | |
| 2/8/2023 | 19.1 | | | | | | | | | | | | | | | | | | | |
| 2/9/2023 | 19.1 | | | | | | | | | | | | | | | | | | | |
| 2/10/2023 | 19.1 | | | | | | | | | | | | | | | | | | | |
| 2/11/2023 | 19.1 | | | | | | | | | | | | | | | | | | | |
| 2/12/2023 | 19.1 | | | | | | | | | | | | | | | | | | | |
| 2/13/2023 | 19.1 | | | | | | | | | | | | | | | | | | | |
| 2/14/2023 | 19.1 | 134.0 | | | | | | | | | | 260.0 | 81.0 | 8.4 | 6.7 | 10.7 | | | | |
| 2/15/2023 | 14.7 | | | | | | | | | | | | | | | | | | | |
| 2/16/2023 | 14.7 | | | | | | | | | | | | | | | | | | | |
| 2/17/2023 | 14.7 | | | | | | | | | | | | | | | | | | | |
| 2/18/2023 | 14.7 | | | | | | | | | | | | | | | | | | | |
| 2/19/2023 | 14.7 | | | | | | | | | | | | | | | | | | | |
| 2/20/2023 | 14.7 | | | | | | | | | | | | | | | | | | | |
| 2/21/2023 | 14.7 | 103.0 | | | | | | | | | | 300.0 | 89.0 | 8.1 | 7.2 | 10.8 | | | | |
| 2/22/2023 | 22.0 | | | | | | | | | | | | | | | | | | | |
| 2/23/2023 | 22.0 | | | | | | | | | | | | | | | | | | | |
| 2/24/2023 | 22.0 | | | | | | | | | | | | | | | | | | | |
| 2/25/2023 | 22.0 | | | | | | | | | | | | | | | | | | | |
| 2/26/2023 | 22.0 | | | | | | | | | | | | | | | | | | | |
| 2/27/2023 | 22.0 | | | | | | | | | | | | | | | | | | | |
| 2/28/2023 | 22.0 | 154.0 | | | | | | | | | | 280.0 | 81.0 | 8.4 | 8.5 | 9.4 | | | | |
| Min | 14.7 | | 8.4 | 13.1 | 360.0 | 410.0 | 3.4 | 0.0 | 12.0 | 6.0 | 6.3 | 260.0 | 53.0 | 8.0 | 6.7 | 9.4 | | | #DIV/0! | 0.0 |
| Mean | 19.3 | | 8.4 | 13.1 | 360.0 | 410.0 | 3.4 | #DIV/0! | 12.0 | 6.0 | 6.3 | 272.0 | 71.4 | 8.2 | 8.3 | 10.7 | | | #DIV/0! | |
| Total | 540.3 | | | | | | | | | | | | | | | | 0.0 | | | |

TOMALES WASTEWATER FACILITY
Treatment Pond Summery Report

Phillips and Associates
Management and Technical Resources
707 254-1931

| Month | Treatment Pond # 1 | | | | Treatment Pond No. 2 | | | | Treatment Pond No. 3 | | | | ST-West | | | | ST-East | | | |
|--------|--------------------|-------|------|-------|----------------------|-------|------|-------|----------------------|-------|------|-------|---------|-------|------|-------|---------|-------|------|-------|
| Feb-23 | 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 | 3.4 | 8.0 | 8.3 | 10.2 | 3.4 | 8.6 | 11.0 | 8.7 | 3.4 | 8.4 | 11.5 | 7.7 | 6.4 | 8.7 | 9.5 | 9.9 | 10.0 | 8.5 | 6.7 | 9.5 |
| 2 | | | | | | | | | | | | | | | | | | | | |
| 3 | | | | | | | | | | | | | | | | | | | | |
| 4 | | | | | | | | | | | | | | | | | | | | |
| 5 | | | | | | | | | | | | | | | | | | | | |
| 6 | | | | | | | | | | | | | | | | | | | | |
| 7 | 3.4 | 8.0 | 7.3 | 10.0 | 3.4 | 8.5 | 10.2 | 10.7 | 3.4 | 8.6 | 10.2 | 10.2 | 10.0 | 8.2 | 7.6 | 11.1 | 6.2 | 9.5 | 12.7 | 11.4 |
| 8 | | | | | | | | | | | | | | | | | | | | |
| 9 | | | | | | | | | | | | | | | | | | | | |
| 10 | | | | | | | | | | | | | | | | | | | | |
| 11 | | | | | | | | | | | | | | | | | | | | |
| 12 | | | | | | | | | | | | | | | | | | | | |
| 13 | | | | | | | | | | | | | | | | | | | | |
| 14 | 3.0 | 8.1 | 7.1 | 12.2 | 3.0 | 8.5 | 8.5 | 10.5 | 3.0 | 8.8 | 9.8 | 10.4 | 6.1 | 8.4 | 7.6 | 10.8 | 11.0 | 9.5 | 11.5 | 10.1 |
| 15 | | | | | | | | | | | | | | | | | | | | |
| 16 | | | | | | | | | | | | | | | | | | | | |
| 17 | | | | | | | | | | | | | | | | | | | | |
| 18 | | | | | | | | | | | | | | | | | | | | |
| 19 | | | | | | | | | | | | | | | | | | | | |
| 20 | | | | | | | | | | | | | | | | | | | | |
| 21 | 3.3 | 7.8 | 5.9 | 12.3 | 3.3 | 8.4 | 8.8 | 11.1 | 3.3 | 8.6 | 9.4 | 10.7 | 10.0 | 8.4 | 8.3 | 11.9 | 6.1 | 9.4 | 11.6 | 11.2 |
| 22 | | | | | | | | | | | | | | | | | | | | |
| 23 | | | | | | | | | | | | | | | | | | | | |
| 24 | | | | | | | | | | | | | | | | | | | | |
| 25 | | | | | | | | | | | | | | | | | | | | |
| 26 | | | | | | | | | | | | | | | | | | | | |
| 27 | | | | | | | | | | | | | | | | | | | | |
| 28 | 3.1 | 8.1 | 6.9 | 10.9 | 3.1 | 8.2 | 7.1 | 10.4 | 3.1 | 8.4 | 8.6 | 9.6 | 9.0 | 8.3 | 7.8 | 9.9 | 5.5 | 9.7 | 9.7 | 9.3 |
| | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | |

* Pond #1 Aeration Issue - wasn't staying on in Auto, it is now in HAND so D.O. should go up.

TOMALES TREATMENT PONDS STANDARD OBSERVATION REPORT

1. Reporting period (Month/Year) **February 2023**

2. Pond Standard Observation required every week year round.

| INSPECTION | Week No. 1 | Week No. 2 | Week No. 3 | Week No. 4 | Week No. 5 |
|--|------------|------------|------------|------------|------------|
| Date | 2/1/23 | 2/7/23 | 2/14/23 | 2/21/23 | 2/21/23 |
| Day | WED | TUES | TUES | TUES | TUES |
| Time | 10:30AM | 10:45AM | 10:50AM | 10:45AM | 9:55AM |
| Operator | DL | DL | DL | DL | DL |
| * Nuisance odors from ponds | N | N | N | N | N |
| * Evidence of pond berm seepage | N | N | N | N | N |
| Evidence of improper system components and hydraulic integrity | N | N | N | N | N |
| Sign posting that wastewater is unsafe to drink | Y | Y | Y | Y | Y |

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

**TOMALES INFLUENT HEADWORKS
STANDARD OBSERVATION REPORT**

1.Reporting period (Month/Year) **February 2023**

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

| INSPECTION | Week No. 1 | Week No. 2 | Week No. 3 | Week No. 4 | Week No. 5 |
|---|---------------|---------------|----------------|----------------|----------------|
| Date | <i>2/1/23</i> | <i>2/7/23</i> | <i>2/14/23</i> | <i>2/21/23</i> | <i>2/28/23</i> |
| Day | WED | TUES | TUES | TUES | TUES |
| Time | 10:30AM | 10:45AM | 10:50AM | 10:45AM | 9:55AM |
| Operator | DL | DL | DL | DL | DL |
| Rain fall, inches | 0 | <i>1.1</i> | <i>0.1</i> | <i>0</i> | <i>2.5</i> |
| * Nuisance odors (smell) | N | N | N | N | N |
| *Evidence of any standing water | N | N | N | N | N |
| * Evidence of mosquitos breeding | N | N | N | N | N |
| *Evidence of improper system components and hydraulic integrity | N | N | N | N | N |
| * Evidence of structure seepage | N | N | N | N | N |

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

**TOMALES STORAGE PONDS
STANDARD OBSERVATION REPORT**

1.Reporting period (Month/Year) **February 2023**

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

| INSPECTION | Week No. 1 | Week No. 2 | Week No. 3 | Week No. 4 | Week No. 5 |
|--|------------|------------|------------|------------|------------|
| Date | 2/1/23 | 2/7/23 | 2/14/23 | 2/21/23 | 2/28/23 |
| Day | WED | TUES | TUES | TUES | TUES |
| Time | 10:30AM | 10:45AM | 10:50AM | 10:45AM | 9:55AM |
| Operator | DL | DL | DL | DL | DL |
| - Nuisance odors from ponds | N | N | N | N | N |
| * Evidence of pond berm seepage | N | N | N | N | N |
| * Evidence of improper system components and hydraulic integrity | N | N | N | N | N |
| Signage that wastewater is unsafe to drink | Y | Y | Y | Y | Y |

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

**TOMALES CHLORINE STORAGE TANK
STANDARD OBSERVATION REPORT**

1.Reporting period (Month/Year)

February 2023

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

| INSPECTION | Week No. 1 | Week No. 2 | Week No. 3 | Week No. 4 | Week No. 5 |
|---------------------------------|------------|------------|------------|------------|------------|
| Date | 2/1/23 | 2/7/23 | 2/14/23 | 2/21/23 | 2/28/23 |
| Day | WED | TUES | TUES | TUES | TUES |
| Time | 10:30AM | 10:45AM | 10:50AM | 10:45AM | 9:55AM |
| Operator | DL | DL | DL | DL | DL |
| * Evident of any leaks | N | N | N | N | N |
| Cl2 gallons added | 0 | 0 | 0 | 0 | 0 |
| Warning Signs Improperly Posted | N | N | N | N | N |

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

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

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

Month: February 2023

OBSERVATIONS ARE TO BE PERFORMED WEEKLY WHEN IRRIGATION IS RUNNING

| INSPECTION | Week No. 1 | Week No. 2 | Week No. 3 | Week No. 4 | Week No. 4 |
|--|------------|------------|------------|------------|------------|
| Date | 2/1/23 | 2/7/23 | 2/14/23 | 2/21/23 | 2/28/23 |
| Day | WED | TUES | TUES | TUES | TUES |
| Time | 10:30AM | 10:45AM | 10:50AM | 10:45AM | 9:55AM |
| Operator | DL | DL | DL | DL | DL |
| Evidence of standing water | N | N | N | N | N |
| * Evidence of runoff from site | N | N | N | N | N |
| Evidence of erosion caused by irrigation | N | N | N | N | N |
| Evidence of system run off containment system from proper condition and integrity. | N | N | N | N | N |
| *Any odors | N | N | N | N | N |
| Mosquito breeding resulting from irrigation | N | N | N | N | N |
| * Evidence of improper distribution system components and hydraulic integrity | N | N | N | N | N |
| Perimeter fence posting informing public wastewater is not safe to drink | Y | Y | Y | Y | Y |

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

March 3, 2023

Sample Collected: 02/01/23
Sample Received: 02/01/23
Collected By : AG/NSU
Cc : e-mail

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

Tomales Village CSD

| LOG NUMBER | 223-2386 | 223-2387-8 |
|---------------------|-----------------|-------------------|
| Sample Description: | Influent | TR – Effluent |

ANALYSIS

| | | |
|---|------|-------|
| BOD ₅ @ 20°C mg/L (Std. Mthds. 5210 B, 2011) | 360. | 53. |
| Total Dissolved Solids mg/L (Std. Mthds. 2540 C, 2011) | 410. | 260. |
| Nitrate N mg/L (EPA Mthd. 352.1) | | 3.4 |
| Nitrite N mg/L (EPA Mthd. 300.0) | | <0.40 |
| Total Kjeldahl N mg/L (Std. Mthds. 4500-NH ₃ C, 2011) | | 12. |
| Ammonia N mg/L (Std. Mthds. 4500-NH ₃ C, 2011) | | 6.0 |
| Total Organic N mg/L | | 6.3 |

BOD Start Date: 02/02/23
BOD Completed Date: 02//07/23

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

BRELJE AND RACE LABORATORIES, INC.

DMITRIY KASYANCHUK, LABORATORY SUPERVISOR
SARA ROSAS, LABORATORY DIRECTOR
SR:lja



March 3, 2023

Sample Collected: 02/07/23
Sample Received: 02/07/23
Collected By : AG/NSU
Cc : e-mail

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

Tomales Village CSD

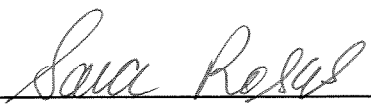
LOG NUMBER 223-3076
Sample Description: TR – Effluent

ANALYSIS
BOD₅ @ 20°C mg/L 53.
(Std. Mthds. 5210 B, 2011)
Total Dissolved Solids mg/L 260.
(Std. Mthds. 2540 C, 2011)

BOD Start Date: 02/08/23
BOD Completed Date: 02/13/23

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

BRELJE AND RACE LABORATORIES, INC.


DMITRIY KASYANCHUK, LABORATORY SUPERVISOR
SARA ROSAS, LABORATORY DIRECTOR
SR:lja



March 3, 2023

Sample Collected: 02/14/23
Sample Received: 02/14/23
Collected By : AG/NSU
Cc : e-mail

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

Tomales Village CSD

LOG NUMBER 223-3417
Sample Description: TR – Effluent

ANALYSIS
BOD₅ @ 20°C mg/L 81.
(Std. Mthds. 5210 B, 2011)
Total Dissolved Solids mg/L 260.
(Std. Mthds. 2540 C, 2011)

BOD Start Date: 02/16/23
BOD Completed Date: 02/21/23

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

BRELJE AND RACE LABORATORIES, INC.



DMITRIY KASYANCHUK, LABORATORY SUPERVISOR
SARA ROSAS, LABORATORY DIRECTOR
SR:lja



March 8, 2023

Sample Collected: 02/21/23
Sample Received: 02/21/23
Collected By : AG/NSU
Cc : e-mail

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

Tomales Village CSD

LOG NUMBER 223-3893
Sample Description: TR – Effluent

ANALYSIS
BOD₅ @ 20°C mg/L 89.
(Std. Mthds. 5210 B, 2011)
Total Dissolved Solids mg/L 300.
(Std. Mthds. 2540 C, 2011)

BOD Start Date: 02/23/23
BOD Completed Date: 02/28/23

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

BRELJE AND RACE LABORATORIES, INC.



DMITRIY KASYANCHUK, LABORATORY SUPERVISOR
SARA ROSAS, LABORATORY DIRECTOR
SR:lja



March 8, 2023

Sample Collected: 02/28/23
Sample Received: 02/28/23
Collected By : DL/NSU
Cc : e-mail

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

Tomales Village CSD


LOG NUMBER 223-4339
Sample Description: TR – Effluent

ANALYSIS
BOD₅ @ 20°C mg/L 81.
(Std. Mthds. 5210 B, 2011)
Total Dissolved Solids mg/L 280.
(Std. Mthds. 2540 C, 2011)

BOD Start Date: 03/01/23
BOD Completed Date: 03/06/23

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

BRELJE AND RACE LABORATORIES, INC.


DMITRIY KASYANCHUK, LABORATORY SUPERVISOR
SARA ROSAS, LABORATORY DIRECTOR
SR:lja



Notice of Public Hearing

**Wednesday, May 10, 2023 @ 6:30pm
at Tomales Town Hall**

Proposed Sewer Rate Annual Increase based upon Consumer Price Index

UPDATE

Notice is hereby given, no later than March 24, 2023, that at the date, time, and place shown above, the Board of Directors (Board) of the Tomales Village Community Services District (District) will include the following topic as a public hearing item prior to its regular board meeting:

- an annual adjustment to our District sewer fees, to be based upon the annual Consumer Price Index (CPI) rate, and applied per Equivalent Unit (EU), each for five (5) consecutive fiscal years from FY2023-24 through FY2027-28. This sewer fee adjustment would be effective July 1, 2023.

ANNUAL INFLATION SEWER FEE ADJUSTMENT BASED ON CPI

The TVCSD Board is proposing an annual sewer fee adjustment in order to keep pace with inflation. The adjustment would be commensurate with the annual percentage increase to the **SAN FRANCISCO-OAKLAND-SAN JOSE PRICE INDEX FOR ALL URBAN CONSUMERS (CPI)**. The CPI adjusted increase would be calculated in June, each year, using the April data of the current year. Over the past five years the CPI has fluctuated 1.1%-5.0% with an average of 3.4%.

WHY A CPI ADJUSTMENT IS NEEDED

The proposed adjustment will support our town's sewer operations and maintenance. The District has been subject to inflationary cost increases in recent years, specifically with higher operator fees and increasing maintenance costs; for example, our System Operator has an annual CPI increase which the District has been absorbing while our revenues have not kept pace with increasing expenses since FY2017/2018.

COMPARISON WITH OTHER DISTRICTS

Our District sewer service fees are in the lower mid-range for Wastewater Systems serving under 1,000 customers in our coastal area. We are also a "post-Prop 13" Special District so that our sewer district does not receive income from sales tax distributed by Marin County as do many other Sewer Districts.

You Can Be Heard – Please write and/or attend our next board meeting!

State law invites customers to respond to proposed fee adjustments and increases prior to the public hearing.

If you object to the proposed increase in the service fees described in this notice, please file a written protest with the District General Manager at or before the time set for the public hearing, or 45 days from the receipt of this notice (whichever is longer).

A valid protest must be written and contain: your name, property address, and written evidence that the signer(s) is/are the owner(s) of the property, if the signer(s) was/were not shown on the last equalized assessment roll as the owner(s) of the property, or payer of the fee.) Only one written protest per parcel, filed by an owner or a tenant of the parcel, shall be counted in calculating a majority protest.

Protests should be mailed to: TVCSD P.O. BOX 303 TOMALES, CA 94971

1 **Articles of Agreement**
2 **California Water/Wastewater Agency Response Network**
3 **WARN 2007 Omnibus Mutual Assistance Agreement**
4

5 This AGREEMENT is made and entered into by those water and wastewater utilities which have
6 adopted and signed this agreement to provide mutual assistance in times of emergency in
7 accordance with the California Emergency Services Act and the California Disaster and Civil
8 Defense Master Mutual Aid Agreement; and to provide reimbursement for equipment, supplies
9 and personnel made available on an emergency basis.

10
11 All of said water and wastewater utilities being herein referred to collectively as "the parties."
12

13 In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree
14 to provide mutual assistance to one another in times of emergency as follows:
15

16
17 **ARTICLE I.**
18 **PURPOSE**
19

20 Recognizing that emergencies may require assistance in the form of personnel, equipment, and
21 supplies from outside the area of impact, the signatory utilities hereby establish an Intrastate
22 Program for Mutual Aid and Assistance. Through the Mutual Aid and Assistance Program,
23 Members coordinate response activities and share resources during emergencies. This
24 Agreement sets forth the procedures and standards for the administration of the Intrastate
25 Mutual Aid and Assistance Program and is available to all water and wastewater utilities, public
26 and private, in the State of California.
27

28
29 **ARTICLE II.**
30 **DEFINITIONS**
31

- 32 A. **Authorized Official** – An employee or officer of a Member who is authorized to: (1) request
33 assistance; (2) offer assistance; (3) refuse to offer assistance or (4) withdraw assistance
34 under this.
35
- 36 B. **Emergency** – A natural or human caused event or circumstance causing, or imminently
37 threatening to cause impact to the operations of a member utility's system, loss of life, injury
38 to person or property, human suffering or financial loss, and includes, but is not limited to,
39 fire, flood, severe weather, earthquake, civil disturbance, riot, explosion, drought, volcanic
40 activity, spills or releases of oil or hazardous material, contamination, utility or transportation
41 emergencies, disease, blight, infestation, intentional acts, sabotage, declaration of war, or
42 other conditions which is, or is likely to be beyond the control of the services, personnel,
43 equipment, and facilities of a Member and requires mutual assistance.
44
- 45 C. **Member** – Any public or private water or wastewater utility that manifests intent to
46 participate in the Mutual Aid and Assistance Program by executing this, the California
47 Water/Wastewater Agency Response Network (CalWARN) Agreement.
48
- 49 D. **Associate Member** – Any non utility participant, approved by the State Steering Committee,
50 that provides a support role for the WARN program, for example State Department of Public

1 Health, or associations, who are members of the Regional or State Steering Committees
2 and do not officially sign the WARN agreement.
3

- 4 E. **Confidential Information** - Any document shared with any signatory to this Agreement that
5 is marked confidential, including but not limited to any map, report, notes, papers, opinion,
6 or e-mail which relates to the system vulnerabilities of a Member or Associate Member.
7
- 8 F. **Non-Responding Member** - A Member that does not provide assistance during a Period of
9 Assistance under the Mutual Aid and Assistance Program.
10
- 11 G. **Requesting Member** – A Member who requests assistance under the Mutual Aid and
12 Assistance Program.
13
- 14 H. **Responding Member** – A Member that responds to a request for assistance under the
15 Mutual Aid and Assistance Program.
16
- 17 I. **Period of Assistance** – A specified period of time when a Responding Member assists a
18 Requesting Member. The period commences when personnel, equipment, or supplies
19 depart from Responding Member’s facility and ends when the resources return to their
20 facility (portal to portal). All protections identified in the Agreement apply during this period.
21 The specified Period of Assistance may occur during response to or recovery from an
22 Emergency.
23
- 24 J. **National Incident Management System (NIMS)** - A national, standardized approach to
25 incident management and response that sets uniform processes and procedures for
26 emergency response operations.
27
- 28 K. **Standardized Emergency Management System (SEMS)** - A standardized approach to
29 field command and jurisdictional management and response set forth by State of California
30 Code of Regulations for multi-agency or multi-jurisdictional response to an emergency.
31
32

33 **ARTICLE III.**
34 **ADMINISTRATION**
35

36 The administration of the Water/Wastewater Agency Response Network (WARN) will be
37 through WARN Regional Steering Committees (RSC) and the WARN State Steering Committee
38 (SSC).
39

40 The WARN RSCs will be established by representatives from the Members in that region. A
41 chair and co-chair will be elected and act as administrators for that region. The chair will
42 represent the region on the WARN SSC. Each WARN RSC will sponsor an annual meeting for
43 Members, maintain a data base of all water and wastewater utilities who have signed this
44 Agreement, and meet as a committee to address concerns and procedures for requesting
45 mutual assistance in that region. The regions will be comprised of one or more of the six Office
46 of Emergency Services (OES) mutual aid regions.
47

48 The WARN SSC will include the chairs of the regional steering committees, and a
49 representative from the California Department of Public Health (CDPH), California Utilities
50 Emergency Association (CUEA), Department of Water Resources (DWR), the American Water
51 Works Association (AWWA) Emergency Planning Committee, California Rural Water

1 Association (CRWA) and California Sanitation Risk Management Authority (CSRMA). The SSC
2 will identify a Chair for the purpose of leading the SSC and act as a point of contact for the
3 WARN SSC. At a minimum, the WARN SSC will meet annually and issue a list of participating
4 utilities. The database will be maintained on the WARN website, managed by a volunteer
5 Member, as appointed by the SSC.
6
7

8 **ARTICLE IV.**
9 **PROCEDURES**

- 10
11 A. In coordination with the Regional Steering Committees, emergency management and public
12 health system of the state, the State Steering Committee shall develop operational and
13 planning procedures for the Mutual Aid and Assistance Program. These procedures shall
14 be consistent with the Standardized Emergency Management System (SEMS) and the
15 National Incident Management System (NIMS), reviewed at least annually and updated as
16 needed by the State Steering Committee.
17
18 B. Requests for emergency assistance under this Agreement shall be directed to the
19 appropriate Authorized Official(s) from the list of Members.
20
21 C. Consistent with SEMS, when more than one County is impacted by a disaster, requests for
22 mutual assistance under this Agreement may be channeled through the CUEA Utility
23 Operation Center to ensure maximum effectiveness in allocating resources to the highest
24 priority needs.
25
26

27 **ARTICLE V.**
28 **REQUESTS FOR ASSISTANCE**

29
30 In general, assistance will be in the form of resources, such as equipment, supplies, and
31 personnel. Assistance shall be given only when Responding Member determines that its own
32 needs can be met while rendering assistance. The execution of this Agreement shall not create
33 any duty to respond on the part of any party hereto. A potential Responding Member shall not
34 be held liable for failing to provide assistance. A potential Responding Member has the
35 absolute discretion to decline to provide any requested assistance.
36

- 37 A. **Member Responsibility** - Members shall identify an Authorized Official and alternates;
38 provide contact information including 24-hour access; and maintain resource information
39 made available by the utility for mutual aid and assistance response, as allowed by utility
40 policy. Such information shall be updated annually or as changes occur (whichever is
41 sooner), provided to the State Steering Committee, and uploaded into the statewide
42 database.
43
44 B. **Member Request** - In the event of an Emergency, a Member's Authorized Official may
45 request mutual aid and assistance from a participating Member. Requests for assistance
46 can be made orally or in writing. When made orally, the request for personnel, equipment,
47 and supplies shall also be prepared in writing and submitted to the participating Member as
48 soon as practicable. Requests for assistance shall be directed to the Authorized Official of
49 the participating Member. Specific protocols for requesting aid shall be provided in the
50 procedures developed under Article IV.
51

- 1 C. **Response to a Request for Assistance** – Members are not obligated to respond to a
2 request. After a Member receives a request for assistance, the Authorized Official evaluates
3 whether or not to respond, whether resources are available to respond, or if other
4 circumstances would hinder response. Following the evaluation, the Authorized
5 Representative shall inform, as soon as possible, the Requesting Member whether it will
6 respond. If the Member is willing and able to provide assistance, the Member shall inform
7 the Requesting Member about the type of available resources and the approximate arrival
8 time of such assistance.
9
- 10 D. **Discretion of Responding Member’s Authorized Official** – Execution of this Agreement
11 does not create any duty to respond to a request for assistance. When a Member receives
12 a request for assistance, the Authorized Official shall have sole and absolute discretion as to
13 whether or not to respond, or the availability of resources to be used in such response. An
14 Authorized Member’s decisions on the availability of resources shall be final.
15
16

17 **ARTICLE VI.**
18 **RESPONSE COORDINATION**
19

20 When providing assistance under this Agreement, the Requesting Member and Responding
21 Member shall be organized and shall function under the Standard Emergency Management
22 System and National Incident Management System protocols and procedures.
23

- 24 A. **Personnel** – Responding Member retains right to identify the employees who are willing
25 to participate and the resources that are available.
26
- 27 B. **Control** – While employees so provided may be under the supervision of the
28 Responding Member, the Responding Member’s employees come under the direction
29 and control of the Requesting Member, consistent with the NIMS Incident Command
30 System to address the needs identified by the Requesting Member. The Requesting
31 Member’s Authorized Official shall coordinate response activities with the designated
32 supervisor(s) of the Responding Member(s). Whenever practical, Responding
33 Member personnel must be self sufficient for up to 72 hours. The Responding Member’s
34 designated supervisor(s) must keep accurate records of work performed by personnel
35 during the specified Period of Assistance.
36
- 37 C. **Food and Shelter** – When possible, the Requesting Member shall supply reasonable food
38 and shelter for Responding Member personnel. If the Requesting Member is unable to
39 provide food and shelter for Responding Member personnel, the Responding Member’s
40 designated supervisor is authorized to secure the resources necessary to meet the needs of
41 its personnel. Except as provided below, the cost for such resources must not exceed the
42 State per diem rates for that area. To the extent Food and Shelter costs exceed the State
43 per diem rates for the area, the Responding Member must demonstrate that the additional
44 costs were reasonable and necessary under the circumstances. Unless otherwise agreed
45 to in writing, the Requesting Member remains responsible for reimbursing the Responding
46 Member for all reasonable and necessary costs associated with providing food and shelter,
47 if such resources are not provided.
48
- 49 D. **Communication** – The Requesting Member shall provide Responding Member personnel
50 with radio equipment as available, or radio frequency information to program existing radio,
51 in order to facilitate communications with local responders and utility personnel.

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2 E. **Status** - Unless otherwise provided by law, the Responding Member's officers and
3 employees retain the same privileges, immunities, rights, duties and benefits as provided in
4 their respective jurisdictions.
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6 F. **Licenses and Permits** – To the extent permitted by law, Responding Member personnel
7 who hold licenses, certificates, or permits evidencing professional, mechanical, or other
8 skills shall be allowed to carry out activities and tasks relevant and related to their respective
9 credentials during the specified Period of Assistance.
10
11 G. **Right to Withdraw Resources** - The Responding Member's Authorized Official retains the
12 right to withdraw some or all of its resources at any time for any reason in the Responding
13 Member's sole and absolute discretion. Notice of intention to withdraw must be
14 communicated to the Requesting Member's Authorized Official as soon as soon as is
15 practicable under the circumstances.
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18 **ARTICLE VII.**
19 **COST REIMBURSEMENT**
20

21 Unless otherwise mutually agreed in whole or in part by both parties, the Requesting Member
22 shall reimburse the Responding Member for each of the following categories of costs incurred
23 while providing aid and assistance during the specified Period of Assistance.
24

- 25 A. **Personnel** – Responding Member will make such employees as are willing to
26 participate available to Requesting Member at Requesting Member's expense equal to
27 Responding Member's full cost, i.e., equal to the employee's applicable salary or hourly
28 wage plus fringe benefits and overhead, and consistent with Responding Member's
29 collective bargaining agreements or other conditions of employment. All costs incurred
30 for work performed during the specified Period of Assistance will be included. The
31 Requesting Member shall be responsible for all direct and indirect labor costs.
32
33 B. **Equipment** – Use of equipment, such as construction equipment, vehicles, tools, pumps
34 and generators, shall be at Responding Member's current equipment rate and subject to the
35 following conditions: The Requesting Member shall reimburse the Responding Member for
36 the use of equipment during the specified Period of Assistance, including, but not limited to,
37 reasonable rental rates, all fuel, lubrication, maintenance, transportation, and
38 loading/unloading of loaned equipment. All equipment shall be returned to the Responding
39 Member as soon as is practicable and reasonable under the circumstances.
40 (a) At the option of Responding Member, equipment may be provided with an
41 operator.
42 (b) Equipment shall be returned to Responding Member within 24 hours after receipt
43 of an oral or written request for return.
44 (c) Requesting Member shall, at its own expense, supply all fuel, lubrication and
45 maintenance for furnished equipment.
46 (d) Responding Member's cost related to the transportation, handling and
47 loading/unloading of equipment shall be chargeable to Requesting Member.
48 (e) In the event equipment is damaged while being dispatched to Requesting Member,
49 or while in the custody and use of Requesting Member, Requesting Member shall
50 reimburse Responding Member for the reasonable cost of repairing said damaged
51 equipment. If the equipment cannot be repaired, then Requesting Member shall

1 reimburse Responding Member for the cost of replacing such equipment with
2 equipment that is of at least equal capability as determined by the Responding
3 Member. If Responding Member must lease a piece of equipment while Requesting
4 Member equipment is being repaired or replaced, Requesting Member shall
5 reimburse Responding Member for such lease costs.
6

7 C. **Materials and Supplies** – Requesting Member shall reimburse Responding Member in
8 kind or at actual replacement cost, plus handling charges, for use of expendable or non-
9 returnable supplies. Other supplies and reusable items that are returned to Responding
10 Member in a clean, damage-free condition shall not be charged to the Requesting
11 Member and no rental fee will be charged; otherwise, they shall be treated as
12 expendable supplies. Supplies that are returned to the Responding Member with
13 damage must be treated as expendable supplies for purposes of cost reimbursement.
14

15 D. **Payment Period** – The Responding Member shall provide an itemized bill to the Requesting
16 Member for all expenses incurred by the Responding Member while providing assistance
17 under this Agreement. The Requesting Member shall send the itemized bill not later than
18 (90) ninety days following the end of the Period of Assistance. The Responding Member
19 may request additional periods of time within which to submit the itemized bill, and
20 Requesting Member shall not unreasonably withhold consent to such request. The
21 Requesting Member agrees to reimburse the Responding Member within 60 days from
22 receipt of an invoice for assistance provided under this Agreement. The Requesting
23 Member may request additional periods of time within which to pay the itemized bill, and
24 Responding Member shall not unreasonably withhold consent to such request, provided,
25 however, that all payment shall occur not later than one-year after the date a final itemized
26 bill is submitted to the Requesting Member.
27

28 E. **Records** - Each Responding Member and its duly authorized representatives shall have
29 access to a Requesting Member's books, documents, notes, reports, papers and records
30 which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of
31 a cost bill or making a financial, maintenance or regulatory audit. Each Requesting Member
32 and its duly authorized representatives shall have access to a Responding Member's books,
33 documents, notes, reports, papers and records which are directly pertinent to this
34 Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial,
35 maintenance or regulatory audit. Such records shall be maintained for at least three (3)
36 years or longer where required by law and as needed for federal reimbursement practices.
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39 **ARTICLE VIII.**
40 **ARBITRATION**
41

42 If any controversy or claim arises out of, or relates to, the Agreement, including, but not limited
43 to an alleged breach of the Agreement, the disputing Members shall first attempt to resolve the
44 dispute by negotiation, followed by mediation and finally shall be settled by arbitration in
45 accordance with the Rules of the American Arbitration Association. Judgment on the award
46 rendered by the arbitrator(s) may be entered in any court having jurisdiction.
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ARTICLE IX.
REQUESTING MEMBER'S DUTY TO INDEMNIFY

Pursuant to Government Code Section 895.4, and subject to Article X, Requesting Member shall assume the defense of, fully indemnify and hold harmless Responding Member, its Directors, Council Members, Supervisors, officers and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the Requesting Member's work hereunder, including, but not limited to, negligent or wrongful use of equipment, supplies or personnel provided to Requesting Member or faulty workmanship or other negligent acts, errors or omissions by Responding Member, or by personnel provided to Requesting Member from the time assistance is requested and rendered until the assistance is returned to Responding Member's control, portal to portal.

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ARTICLE X.
SIGNATORY INDEMNIFICATION

In the event of a liability, claim, demand, action or proceeding, of whatever kind or nature arising out of the rendering of assistance through this Agreement, the parties involved in rendering or receiving assistance agree to indemnify and hold harmless all Members whose only involvement is the execution and approval of this Agreement, in the transaction or occurrence which is the subject of such claim, action, demand or other proceeding. Such indemnification shall include indemnity for all claims, demands, liability, damages and costs, including reasonable attorneys' fees and other costs of defense, for injury, property damage and workers compensation.

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ARTICLE XI.
WORKER'S COMPENSATION CLAIMS

The Responding Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees. The Requesting Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees.

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ARTICLE XII.
NOTICE

Each party hereto shall give to the others prompt and timely written notice of any claim made or any suit instituted coming to its knowledge, which in any way, directly or indirectly, contingently or otherwise, affects or might affect them, and each Member shall have the right to participate in the defense of the same, as it considers necessary to protect its own interests.

1 **ARTICLE XIII.**
2 **INSURANCE**

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4 Members shall maintain an insurance policy or maintain a self insurance program that covers
5 activities that it may undertake by virtue of membership in the Mutual Aid and Assistance
6 Program.
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9 **ARTICLE XIV.**
10 **CONFIDENTIAL INFORMATION**

11
12 To the extent allowed by law, any Member or Associate Member shall maintain in the strictest
13 confidence and shall take all reasonable steps necessary to prevent the disclosure of any
14 Confidential Information provided to it by another Member pursuant to this Agreement. If any
15 Member, Associate Member, or third party requests or demands, by subpoena or otherwise,
16 that a Member or Associate Member disclose any Confidential Information provided to it under
17 this Agreement, the Member or Associate Member shall immediately notify the owner of the
18 Confidential Information and shall take all reasonable steps necessary to prevent the disclosure
19 of any Confidential Information by asserting all applicable rights and privileges with respect to
20 such information and shall cooperate fully in any judicial or administrative proceeding relating
21 thereto.
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24 **ARTICLE XV.**
25 **EFFECTIVE DATE**

26
27 This Agreement shall take effect for a new party immediately upon its execution by said
28 party.
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31 **ARTICLE XVI.**
32 **WITHDRAWAL**

33
34 Any party may terminate its participation in this Agreement by written notice to the Chair of the
35 appropriate RSC and to the SSC Chair. Withdrawal takes effect 60 days after the appropriate
36 officials receive notice. Withdrawal from this Agreement shall in no way affect a Requesting
37 Member's duty to reimburse a Responding Member for cost incurred during a Period of
38 Assistance, which duty shall survive such withdrawal.
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41 **ARTICLE XVII.**
42 **MODIFICATION**

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44 No provision of this Agreement may be modified, altered or rescinded by individual parties to the
45 Agreement. Modifications to this Agreement require a simple majority vote of Members within
46 each region and unanimous agreement among the regions. The State Steering Committee will
47 notify all parties of modifications to this Agreement in writing and those modifications shall be
48 effective upon 60 days written notice to the parties.
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2 **ARTICLE XVIII.**
3 **SEVERABILITY**
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5 If any term or provision of this Agreement is declared by a court of competent jurisdiction to be
6 illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be
7 affected, and the rights and obligations of the parties shall be construed and enforced as if the
8 Agreement did not contain the particular term or provision held to be invalid.
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11 **ARTICLE XIX.**
12 **PRIOR AGREEMENTS**
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14 To the extent that prior agreements among signatories to this Agreement for mutual assistance
15 are inconsistent with this Agreement, such agreements are hereby superseded. This
16 Agreement supersedes the 1996 Omnibus Mutual Aid Agreement, the WARN 1997 Omnibus
17 Mutual Aid Agreement, and the WARN 2001 Omnibus Mutual Aid and Assistance Agreement.
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20 **ARTICLE XX.**
21 **PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES**
22

23 This Agreement is for the sole benefit of the Members and no other person or entity has rights
24 under this Agreement as a third party beneficiary. Assignment of benefits or delegation of
25 duties created by this Agreement to third parties that are not Members is prohibited and without
26 effect.
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29 **ARTICLE XXI.**
30 **TORT CLAIMS**
31

32 This Agreement in no way abrogates or waives any immunity or defense available under
33 California law.
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36 **ARTICLE XXII.**
37 **INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS**
38

39 To the extent practicable, Members retain the right to participate in mutual aid and assistance
40 activities conducted under the State of California Intrastate WARN Mutual Aid and Assistance
41 Program and the Interstate Emergency Management Assistance Compact (EMAC) and similar
42 programs.
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