



TVCS D Board of Director's Meeting Agenda

Date: Wednesday, May 8, 2024 7:00 pm Tomales Town Hall

I. Call to Order

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

III. Approval of May 8, 2024 TVCS D BOD Meeting Agenda Action

IV. 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 April 10, 2024 TVCS D Board Meeting Minutes

b. Review and Approve Check Registers & Expenditures

V. Items Removed from Consent Calendar Action

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

VI. Board Member Reports

VII. Committee Reports

a. Park Advisory Committee (PAC)

1. PAC will be meeting on alternating months for 2024; May 22nd, July 24th, September 25th, and November 27th.
2. Chipper Reservations for 2024 to be discussed and determined.
3. 2024 Park Rental Updates.
4. Updates on Public Safety Projects:
 - a. Water Fountain, Dutton Structure Repairs, and Bike Racks.
5. BBQ Renovation Bid, Discuss and Approve. (Conditions to be met include... BBQ will be locked until signage, usage sheet, revised Agreement and Fees, and hiring of Park Rental Coordinator are Approved by the TVCS D Board of Directors. Action
6. Park Project Budgets are being developed now for Fiscal Year 2024/2025. Park Project Budgets are due immediately for consideration.
7. Measure A Work Plans must be submitted by July 1st, 2024.
8. Review and Approve Park Rental Coordinator Job Description Action

b. Financial Advisory Committee (FAC)

1. Review Approved Zoom FAC Meeting Minutes for April 22nd, 2024.
2. Next FAC Budget Work Session Meeting is Scheduled for May 13th, 2024 at the TVCS D District Office; follow-up FAC Budget Meeting via Zoom is scheduled for May 28th, 2024.

VIII. Financial Report (Bonnie MacLaird)

- a. Review Financial Narrative.

IX. General Manager's Report

X. NSU Report

a. Review March 2024 NSU Reports

XI. Pending Business

1. Community Micro-grid Project Update.
2. Discuss, Review and Approve Emergency Budget Item for a three (3) Phase Transfer Switches at the Plant (\$5,000) and the Lift Station (\$250). **Action**
3. Discuss, Review, and Approve NCI Electric Bid for Electrical Work to Upgrade Generator Operations at the Plant (\$6,227) and the Lift Station (\$1,115) for Emergencies and/or Disasters. **Action**
4. Discuss, Review and Approve Budget for a Small Generator for the Lift Station (\$800) with a PG&E Rebate (\$200 - \$300). **Action**

XII. Other Business

XIII. New Business

1. Approve Invoice for Culvert Cleaning and Road Gravel **Action**
2. Approve Invoice for Pond Stabilization **Action**
3. Approve Resolution 2024-03 to Hold Election for Two (2) Board of Director Four (4) Year Terms that end November 2024. **Action**

XIV. Old Business

XV. Adjournment

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

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

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

Board of Directors:

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



TVCS D Board of Director's Meeting Minutes
Date: Wednesday, April 10, 2024 7:00 pm Tomales Town Hall

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

Board Members Absent: David Kitts

Staff/Contractors Present: Mary Halley, TVCS D General Manager; Bonnie MacLaird, Financial Services; Cynthia Hammond, TVCS D Recording Secretary

Staff/Contractors Absent: None

Others Present: Patty Oku, Park Advisory Committee (PAC) Member; Beth Koelker, PAC Member; Venta Leon, PAC Member; David Judd, Community Member; Denise Brown, Community Member

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

In response to visitors attending the TVCS D Board meeting, and requesting meeting Agendas, Donna Clavaud suggested having extra, printed Agendas available for future TVCS D Board meetings and reminded those present that TVCS D Board Meeting Agendas are posted around town seventy two (72) hours prior to meetings and are published on the TVCS D website as well as Board Meeting minutes.

III. Approval of April 10, 2024 TVCS D BOD Meeting Agenda

Bill Bonini motioned to approve the April 10, 2024 TVCS D BOD Meeting Agenda as is. John Ward seconded the motion. M/S/C

IV. 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 March 13, 2024 TVCSD Board Meeting Minutes**
- b. Review and Approve Check Registers & Expenditures**
- c. Review and Approve Financial Statements**

Dru Fallon O’Neill motioned to approve the Consent Calendar as is. John Ward 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

Dru Fallon O’Neill said she contracted Caltrans (California Department of Transportation) substation regarding trimming the two (2) grassy medians along Highway 1 in front of the William Tell. Caltrans said this will be done in early April.

Donna Clavaud said the Highway One Road Improvement Project (including road re-pavements and crosswalk improvements) from Olema through Tomales to the County line are ready to begin.

Bill Bonini said local sheep are grazing at the lower treatment Plant for fire mitigation.

Bill Bonini is scheduling to meet with an electrician for estimates for the transfer switches.

VII. Committee Reports

a. Park Advisory Committee (PAC)

1. Review Approved PAC Meeting Minutes from March 20th 2024.

Dru Fallon O’Neill reported PAC will be meeting on alternating months for 2024; May 22nd, July 24th, September 25th, and November 27th.

Dru Fallon O’Neill requested advisement from the TVCSD Board on how to move forward with the BBQ rehab.

Dru Fallon O’Neill also reported she contacted Dwayne Brown, Maintenance Services Superintendent, from the Paso Robles Park regarding risks and liabilities of having and maintaining a BBQ on the Paso Robles park property. According to Dwayne Brown, he was unaware of any accidents or injuries and suggested liability insurance should go through the District’s insurance. Dwayne Brown also said Paso Robles Park has a weekend “Park Ambassador” but wasn’t aware if anyone specifically was in charge of the BBQ use, clean-up, etc.

Bill Bonini said TVCSD's insurance company was contacted regarding BBQ liability insurance and also Bill Bonini also reminded everyone Tomales Community Park does not have a "site person" or a park manager to monitor events. Donna Clavaud said TVCSD's insurance company said having a BBQ was "strongly ill-advised for an unsupervised community park".

Patty Oku said PAC had a long discussion on Park projects and questioned why the BBQ rehab has taken so long to resolve. Donna Clavaud reminded everyone it was the TVCSD Board of Directors responsibility to examine all of the supporting concerns and consequences for a large BBQ and its use by the public. Patty Oku suggested the Park could have a paid person to monitor the Park when the BBQ is in use, and the party who is renting the BBQ could pay for the monitor. Patty Oku also asked if the Park had a supervisor, would the liability insurance price would go down, and asked Donna Clavaud or Bonnie MacLaird, Financial Services, to ask the insurance company. Bill Bonini pointed out that of the seven (7) rentals, no one asked to use a BBQ. Patty Oku said the BBQ could be advertised and more money could be generated for the Park.

David Judd presented a miniature model of an enclosed BBQ with a lock down lid. Donna Clavaud said the model could make a huge difference as the BBQ would be enclosed and locked.

However issues still remain... who will maintain and clean the BBQ and who will monitor the BBQ when in use. Bill Bonini questioned how to go about finding a Park BBQ monitor; who will take on that responsibility? Patty Oku suggested finding out first, what the liability insurance would be with a Park manager, second, who would be available, especially on the weekends.

Bill Bonini asked if the BBQ estimate includes this new model. David Judd said it did not. Bill Bonini requested David Judd present a revised estimate, based on the model and asked the PAC to find/recommend an on-site BBQ monitor.

Bill Bonini also asked PAC to recommend what could be charged for the BBQ use. Donna Clavaud and Bill Bonini both stressed the fact they were not opposed to rehabbing the BBQ; again, stressing the fact the BBQ needs to be managed, supervised and monitored, as well as the cost of the liability insurance. Donna Clavaud also told PAC that if the community at large wants to have a BBQ, it's the responsibility of PAC to suggest ideas on how to manage, supervise and monitor it then bring forth their ideas to the May 8th, 2024 TVCSD Board meeting for further discussion. Also, Donna Clavaud and Bill Bonini asked for David Judd's revised estimate. They also suggested a BBQ use fee, a cleaning deposit, and signage for further discussion at the May 8th, 2024 TVCSD Board meeting. Donna Clavaud said she investigated BBQ rental companies and rental pricing, and the approximate cost was \$375 per event. Donna Clavaud also noted that propane BBQ's are recommended as fire safety measures.

Donna Clavaud requested PAC to review, revise, and recommend Park rental fees for Fiscal Year 2024/2025 and to bring suggestions back to TVCSD Board. Bill Bonini asked PAC for a job list for BBQ Park management responsibilities, such as turning on and off the water, BBQ clean-up, review of BBQ instruction sheet and signage.

Bill Bonini asked PAC not to add more Park projects until the five (5) FEMA/CalOES projects are completed at the Sewer Plant as there are strict deadlines for project completion. The fence project, entry gate project, water tower repairs and painting of buildings were already discussed at previous TVCSD Board meetings, will be on hold until Fiscal Year 2024/2025.

2. Park Rental Updates.

Donna Clavaud handed out a list of confirmed Park rentals which include three (3) bike events and two (2) local birthday parties and the Annual Tomales Festival.

3. Consider Ideas for New PAC Member Recruitment.

Cynthia Hammond designed a Park recruitment flyer; PAC approved and will post around town. Dru Fallon O’Neill said Ted Andersen resigned from PAC.

b. Financial Advisory Committee (FAC)

1. Review Approved FAC Meeting Minutes for March 25th, 2024.

March 25th, 2024 FAC Meeting Minutes were reviewed. Donna Clavaud reported the March 25th, 2024 FAC meeting was primarily about TVCSD Policies, the TVCSD Policy Manual, and what needs to be added or edited. These Policies include Emergency Preparedness (new); Standard Service Contract (need to add); Financial Policy with emergency expense limits and authorizations (need to edit); and TVCSD Board stipends (need to add).

Currently, Tomales Community Park Measure A funds are in low interest savings accounts. Bonnie MacLaird investigated higher interest rate CD’s, and \$75,000 of Measure A funds will be invested into a First Republic/JP Morgan Chase CD with an interest rate 4.75 % for nine (9) months.

Budget preparations for Fiscal Year 2024/2025 are underway. TVCSD budgets must be done by June 1st, 2024. Bonnie MacLaird also reminds the TVCSD Board she will need any projected Park expenses in order to be added to the 2024/2025 Park budget.

2. Next FAC Meeting is scheduled for April 22nd, 2024 via Zoom.

VIII. Financial Report (Bonnie MacLaird)

a. Review Financial Narrative

Bonnie MacLaird said there wasn’t any abnormal activity in the Sewer checking account. \$89,888 grant money was received from FEMA/CalOES for the SCADA system and was deposited into the Bank of Marin money market account and was designated “restricted for capital improvements”. Once interest is accrued, \$32,700 of Park funds will be moved from the

Local Agency Investment Fund (LAIF) to Bank of Marin for a better interest rate.

Park expenses were normal except for the \$2,535 for the Cablecore replacement parts for the Dutton play structure. Both Sewer and Park expenses are under budget.

IX. General Manager's Report

Mary Halley reviewed her General Manager's report which included the following updates:

1. SCADA:

Jack Miller, from JM Integrations, said SCADA is still on schedule for everything to be ready for installation by May 2024 with completion by June 30th, 2024. There will be two (2) opportunities to review the SCADA system in operation; one (1) off-site at JM Integration or two (2) at the Plant when installation is complete. Mary Halley will provide the dates.

2. FEMA/CalOES:

As noted above in the Financial Report, \$89,888 was received for SCADA. Mary Halley received notification of three (3) more payments totaling \$103,492 for a grand total of \$193,381 (this includes the SCADA payment). Management costs will be submitted for reimbursement at the end of project completions. It is undetermined whether or not permitting is required for the Plant driveway and culvert repairs. Mary Halley said she filled out the full permitting paperwork.

3. Capital Improvement Project (CIP) Planning:

Based upon the Auditor's depreciation schedule, the insurance companies fixed asset list and current CIP schedule (developed by TVCSD's previous General Manager), CIP planning will be worked on as time allows. Brandon Jacka of NSU will review the CIP drafts in order to develop an updated and prioritized CIP and maintenance plan for the purpose of planning and budgeting.

4. Sewer Equipment Replacements and Repairs:

NSU received the irrigation replacement pumps and lift station back-up grinder pumps. Irrigation pump installations will be installed the third (3rd) week of April 2024. Back-up lift grinder pumps and spare aerator will be stored at the Plant until needed.

5. Connections:

No current applications are in progress. There has been one (1) possible new sewer connection inquiry from owners of a vacant parcel.

6. Irrigation Ponds:

NSU requests that Mary Halley and Bill Bonini meet with them to discuss the crack in the skirt at the upper east storage pond and to review several different repair approaches. This meeting will take April 23rd, 2024 as this project is a priority, and repair costs will need to be added to the Sewer budget for Fiscal Year 2024/2025.

7. Elections Packet:

Mary Halley received a TVCSD Board elections packet from Dan Miller, Marin County Senior Program Coordinator for Elections. It states that both Donna Clavaud and David Kitts terms are expiring November 5th, 2024, and that there are two (2) forms that will need to be submitted. It was discussed that on the May 8th, 2024 TVCSD Board meeting to have a Resolution to approve holding the November 5th election and Mary will file the Notice of Elective Office. Any candidates with terms expiring can file to run for re-election along with any new candidates.

X. NSU Report

a. Review February 2024 NSU Reports

Reports were reviewed

XI. Pending Business

1. Continued Discussion of the Funding for Generators at the Plant and the Lift Station and three (3) phase transfer switches.

Bill Bonini said he has scheduled a licensed electrician to look at and submit an automatic transfer switch, three (3) phase generator for the Plant, and a small, manual generator for the Lift Station on Friday, April 12th, 2024.

2. Report on the Meeting of March 14, 2024 with PG & E regarding Tomales Community Micro-grid Proposals.

Donna Clavaud reported she attended the March 14th, 2024 meeting with PG & E regarding the Tomales Community Micro-grid proposals. PG & E needs permission to access energy usage data for the Plant. Mary Halley said no one has contacted her for access to the energy usage data. Mary Halley said she understood that PG & E already has that data. Donna Clavaud will contact Clean Coalition's technical analyst who is compiling the data for PG & E. Tomales School District, the Presbyterian Church, and the Tomales Fire Department have already been contacted for energy usage data access.

3. Update on Website Progress on FAQ Sheets for New Connection Fees Process, New Sewer Service Application and Fees.

A new page was added to TVCSD's website titled "Sewer Service FAQ's". This page includes links to "New Sewer Service Connection Process", "Application for Sewer Service", and "Sewer Service Rates & Fees for Fiscal Year 2023/2024". This page will be updated as necessary to include topics such as what to do in case of an emergency, how to keep a healthy sewer, etc.

XII. Other Business

None

XIII. New Business

None

XIV. Old Business

None

XV. Adjournment

Bill Bonini motioned to adjourn the April 10, 2024 BOD Meeting. John Ward seconded the motion.
M/S/C

Meeting was adjourned at 8:20 pm. No objections

Approved by Donna Clavaud, President

Date

Attested by Cynthia Hammond, Recording Secretary

Date

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

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

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

Board of Directors:

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

**SEWER - Checking Account Detail
APRIL 2024**

Date	#	Payee	Amount
04/01/2024	Bank Fee	Bank of Marin: online banking fee	(3.00)
04/02/2024	Autopay	AT&T: office internet	(117.70)
04/03/2024	BoM#34	Mary Halley: GM - March 2024	(3,060.05)
04/03/2024	BoM#33	Natural Systems Utilities: April	(4,625.33)
04/03/2024	5330	Bonnie MacLaird: Financial Services - March	(1,429.44)
04/05/2024	5331	Hammond, Cynthia: Secretarial Services - March	(447.58)
04/09/2024	5332	Melinda K. Bell: consultant: Q1	(143.00)
04/11/2024	5333	Clavaud, Donna: board stipend - Q1	(184.70)
04/11/2024	5334	US Treasury: Fed Payroll taxes Q1	(636.46)
04/12/2024	EFT	EDD: State Payroll taxes Q1	(188.38)
04/12/2024	EFT	Elan Financial Services: stamps	(13.60)
04/15/2024	BoM#35	Brelje and Race Laboratories: Labs - March	(404.00)
04/18/2024	BoM#36	Brelje and Race Laboratories: Labs - March	(300.00)
04/19/2024	AutoPay	PGE: Sewer	(596.54)
04/22/2024	AutoPay	Sonic: Web hosting	(7.95)
04/26/2024	Dep	Xfer fm MM to Pay SCADA principle and interest	30,000.00
04/26/2024	BoM#37	Marin Treasury Office: SCADA loan interest	(23,500.61)
04/26/2024	BoM#38	Marin Treasury Office: SCADA loan principle	(4,687.50)
04/29/2024	AutoPay	Intuit / QBO: accounting software	(60.00)
04/29/2024	AutoPay	AT&T: plant internet & phone	(155.15)
04/30/2024	Dep	Bank of Marin: interest earned April 2024	0.05
			Spent or Invested: (40,560.99)
			Amount Added: <u>30,000.05</u>
<i>MM = money market</i>			Net Change in Sewer Checking Account: (10,560.94)

**PARK - Checking Account Detail
APRIL 2024**

Date	#	Payee	Amount
04/08/2024	Dep	Climate Ride: Rental Use Fee 5/18/24	100.00
04/08/2024	Dep	Climate Ride: Refundable Deposit	250.00
04/09/2024	1489	Elfstrom, Henry: Park Groundskeeper March	(437.50)
04/09/2024	Dep	Marin Cyclists: Refundable Deposit	250.00
04/09/2024	Dep	Marin Cyclists: Rental Use Fee 8/3/24	300.00
04/11/2024	1490	Martinelli Electric: repair Water Fountain	(750.00)
04/11/2024	XFER	Reimburse Sewer for Q1 Secretarial Svcs & payroll taxes	(301.97)
04/13/2024	Dep	Marin County Bicycle Coalition: Rental Use Fee 4/27/24	100.00
04/13/2024	Dep	Marin County Bicycle Coalition: Refundable Security Deposit	250.00
04/15/2024	Dep	Cash Donations from Park Box	98.91
04/23/2024	Dep	Promoter Line: Park Rental & Security Deposit 9/14/24	550.00
04/30/2024	Dep	Bank of Marin: interest earned April	0.04
			Spent or Invested: (1,489.47)
			Amount Added: <u>1,898.95</u>
<i>MM = money market</i>			Net Change in Park Checking Account: 409.48

Note: deposits to Checking Accounts are Bolded

Hawkins Welding
 4487 Hessel Road
 Sebastopol, CA 95472

Estimate

Date	Estimate #
11/17/2023	60

Name / Address
David Judd

Project

Description	Qty	Rate	Total
Build double grill BBQ for Tomales Community Park - both grills will raise up and down - built per dimension given	30	150.00	4,500.00
Material			0.00
8x11.5# HR channel	3	242.00	726.00T
1/2" Stainless Steel Round	37	26.93	996.41T
3x2x.188 Stainless Steel rec. tubing	4	491.09	1,964.36T
Sales Tax		8.50%	313.38
PLEASE NOTE: These bids do not include two (2) Hasps and two (2) keyed alike Padlocks for the Lids. David has not gotten estimates, but the additional cost is not significantly increased.			
		Total	\$8,500.15

Proposed Rehabilitated BBQ with Split, Locking, Safety Covers:



Proposal for Tomales Community Park BBQ grill/split safety covers.

Project design to include:

- a) 16 ga. GSM grill covers w/2" hemmed dropped edges (33"x42") set flush w/existing BBQ perimeter cap stone/counter top - - **4 each**
- b) BBQ O/H beam "slip covers" (14"x60"x96"). To be made of 2x stk cedar frames, sheathed in 1/2" MDO ply, gable roofed w/16ga. 60 degree GSM w/hemmed 2" dropped edges/eaves (no kick), sealed/painted all sides w/4 coats ext. paint, locked in place at GSM grill cover base w/mounted hasp & keyed-alike padlocks (see model) - - **2 each.**

Project costs:

a) 16ga. GSM grill/slip cover roofs - 3-D Design Studio/Fabrication-Oakland (Joe Farais, Dillon Beach)	\$1,450.00
b) Material (2x stk cedar, 1/2" MDO ply - 5 shts, SS fasteners, glue/caulk)	\$1,075.00
c) Milling/assembly/installation - David Judd (Bohemian Creative Design & Building)	\$1,240.00
d) Sealing/painting - Daryl Stone Painting co.	<u>\$500.00</u>

Project Total **\$4,205.00**

Note, material \$ not included in this proposal:

- a) hasps & keyed-alike padlocks by others.

Current BBQ Structure:



Two (2) estimates above total: \$12,705.15.

PLEASE NOTE: Estimates do not include two (2) Hasps and two (2) keyed alike Padlocks for the Lids.

David Judd has not gotten estimates, but the additional cost is not significantly increased.



DRAFT 2024: TOMALES COMMUNITY PARK RULES & REGULATIONS AND RENTAL CONTRACT

Statement of Purpose:

Tomales Community Park was created to provide an open space for cultural, educational, and recreational activities for persons and organizations in the village of Tomales, and for other “area residents” within approximately a 7.5-mile radius, including Dillon Beach, Marshall, Valley Ford, and Freestone whose communities do not have close access to a public Park. Furthermore, we are a popular destination for visitors along scenic Highway 1, and to larger Marin County community organization events on a rental contract agreement basis.

Rules and Regulations:

These rules are established to ensure the safety and enjoyment of all and can be amended by the TVCSD Board of Directors as necessary should changing circumstances arise. Rules cover individual day use, as well as larger group day use under a TVCSD/Tomales Community Park Rental Contract Agreement.

- 1. Tomales Community Park is open for Day Use Only from dawn to dusk.**
- 2. Public bathrooms at the rear of the Park are open from dawn to dusk.**
- 3. No camping, overnight use, or open fires; no smoking; no motorized vehicles on the grounds.**
- 4. Dogs must be leashed. Dog owners must collect and dispose of waste in refuse bins.**
- 5. Vandalism and criminal activities in the Park will be referred to law enforcement.**
- 6. Please keep the volume of music and other noise at a minimum to respect our neighbors.**
- 7. For medical emergencies, call 911. For Park maintenance emergencies, call 707-332-5237. For TVCSD/Park general information, call 707-878-2767.**

Tomales Community Park Rental Fees:

Groups larger than 25 must arrange for a rental contract in advance and any user fees must be collected prior to a scheduled event. Size and uses must be negotiated and approved to be scheduled.

Fees per Day: Tomales Area Residents: \$50 Tomales Non-profits: \$100 BBQ Use: \$150
Businesses: \$350 Marin Non-profits: \$300 Film Companies: \$500

Security Cleaning Deposits: Individuals & Non-profits: \$250 Others: \$500 BBQ (Additional): \$250

A refundable security deposit must be paid in advance and retained by TVCSD until the grounds and amenities are inspected after the event. All garbage must be removed by rental groups and any physical damage to landscape, structures or amenities may be deducted from the security deposit. Use of the renovated large BBQ requires a cleaning security deposit. Kindly take care of Tomales Community Park!

Additionally, all rental parties must provide a copy of a **Certificate of Liability Insurance** for at least \$1M and name TVCSD as additional insured. Your insurance company can help you with a day use event fee.

The rental group is responsible for the behavior of their guests. If the Marin Sheriff or CA Highway Patrol must be notified due to a Park disturbance during a rental event, the deposit will be forfeited by the renter and future rentals will be suspended. Remember, Tomales Community Park is part of TVCSD, which is a public, Special District Agency. The Park remains open to the public, even during rentals or unique events.

Tomales Community Park Rental Contract:

Date of Application: _____

Name of Individual, Organization, Business or Film

Company: _____

Phone: _____

Email: _____

Contact Name: _____

Mailing Address: _____

Proposed date(s) of use: ____ / ____ / ____ **between the hours of** ____:____ **and** ____:____

Number of persons expected to be in attendance: _____

Park Amenities Included:

Use Fees: \$ _____ **Security Deposit:** \$ _____ **BBQ Use:** \$ _____ **Total:** \$ _____

Certificate of Liability Insurance due prior to event. Please attach copy to this Contract:

I, on behalf of the above individual, group, or business event, have read and agree to comply with all the rules and regulations of the Tomales Community Park. I agree to be responsible for all the people in our group, and I will see that all facilities are restored to their original condition after use. **I understand Tomales Community Park is a public Park and will remain open for all to use during our event.** I agree to assume responsibility and liability for this rental.

Signature: _____

Printed Name: _____

REMIT TO: (Contract, Copy of Insurance Certificate, Use Fee Check & Security Deposit Check):

Tomales Village Community Services District (TVCSD)

PO Box 303 Tomales, CA 94971

Atten: Tomales Community Park Rental Contract

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

Board of Directors:

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



TOMALES COMMUNITY PARK

JOB DESCRIPTION FOR TOMALES COMMUNITY PARK RENTAL COORDINATOR:

This is a part-time/as needed Contract position with Tomales Village Community Services District to provide outreach, oversight, and coordination to organizers for all large rental events (over 25 people) at Tomales Community Park.

TVCS D receives inquiries throughout the year from area residents and from Marin County organizations who are interested in holding a special large event at our park—a birthday, a high school reunion, a wedding, Founder’s Day Festival, bike club rest stop or large group picnic. Smaller events can take place at will without a rental agreement.

All inquiries to book for large events are emailed to the Park Rental Coordinator, who contacts the organizer about the details of the rental request: desired date & time of event and calendar availability; required amenities that may include, water, electricity or BBQ usage; the number of guests and parking needs; set-up and clean-up tasks; and a review of the Park Rental Agreement to discuss Park rules and regulations, day use fees, refundable security deposits, and the required certificate of insurance liability naming TVCS D as an additional insured.

Once the event has been discussed and the event is approved by the Rental Coordinator, the Coordinator ensures the contract, appropriate fees and required insurance certificate have been received by TVCS D prior to the event.

The Park Rental Coordinator also coordinates with the Park Advisory Committee (PAC) to insure that there is a Volunteer to function as Contact Person for the group event to “meet and greet”, assist with set up needs, and to inspect the Park site and amenities at the end of the event with the rental party to determine if the security deposit can be refunded.

ESSENTIAL FUNCTIONS:

1. Customer Service
2. Communication
3. Coordination & Inspection

SCOPE OF WORK:

Requests for large group use of Tomales Community Park are requested by phone or email to TVCSD. These inquiries will be referred to the Park Rental Coordinator to assist the party with details to include scheduling, completing the Park Rental Agreement/Contract, payment of day use and security deposit fees prior to the day of the event, submittal of liability insurance certificate, and identifying special needs for Park amenities and parking. This communication can be via email and/or phone. Tours of the Park site for potential event and a survey of amenities like play structures, gazebo, bathrooms, water fountain, picnic tables, benches, and large BBQ may be requested and will be conducted by the Park Rental Coordinator. It is important for event organizers to understand that Tomales Community Park is a public Park and must remain open to public use during all rentals from dawn to dusk. Temporary flyers can be employed to inform the public of a rental; however, the public can continue to use the Park facilities like play structures, benches and bathrooms from dawn to dusk.

The Park Rental Coordinator is responsible for scheduling a Park Advisory Committee Volunteer to be available the day of the event to assist organizers as needed and to inspect the Park after the event to determine proper cleanup for the security deposit to be returned. The Park Rental Coordinator may occasionally assume this role, particularly if the large BBQ is rented for event use. It requires more attention to insure public safety during usage and requires inspection for cleaning and BBQ lock up after rental use.

The Park Rental Coordinator will attend the PAC meetings to keep committee members informed about rentals and the Park rental schedule. This information will be conveyed by PAC to the Board regularly.

The Park Rental Coordinator will keep a file box at the Park Supply Room with all the Park rental documents and liaison with TVCSD financial services staff on conveyance of all fees, rental contract, and insurance certificate.

If considerable parking is requested, event organizer will be referred to the Catholic Church for permission to schedule and utilize their parking lot. A small donation to the church is required.

Signage about the event is important to notify residents and visitors of a scheduled large event at the Park. The Park Rental Coordinator is responsible for posting a notice or flyer about the event at the USPS on the designated bulletin board and in the window at the TVCSD office. A sign at the front and rear entrance of the Park is also essential. It is important to state at the bottom of each sign that the Park will remain open for public use during rentals.

QUALIFICATIONS:

This role requires excellent customer service skills, effective computer and phone skills, and the ability to communicate with TVCSD staff and volunteers, local Tomales residents and businesses, and other Park visitors, to ensure that group organizers and their large events integrate successfully into the overall mission of TVCSD to offer a healthy and inclusive recreational space at Tomales Community Park. Special attention must be paid to event schedules by other local Tomales groups and by businesses to avoid traffic, parking, and noise issues. Effective communication and collaboration is vital in a small unincorporated village.

WORK CONDITIONS:

This person can work remotely or utilize the TVCSD Office and will be walking on the Park site for any pre-arranged tours and/or to interface with the rental organizing team.

COMPENSATION:

A TVCSD service contract with a specific Addendum outlining scope of work and compensation will be developed, and compensation will be negotiated and agreed upon based on experience. It is expected that it will take approximately three (3) hours per event to complete all necessary tasks. TVCSD estimates twelve (12) large events per year, mostly during the Spring, Summer, and Fall.

Contractor will submit a periodic invoice for payment from TVCSD; monthly is preferred. Compensation for this position will derive from Measure A sales tax funds granted to Tomales Community Park.

This position will be reviewed on a trial 3-month contract, and if mutually agreed upon, it will be extended and reviewed every 6 months.

I have read and understood this part time contract job description and attest to my ability to perform the duties of the job.

Signature: _____

Date: _____

Contact Information: _____

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

Board of Directors:

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



FINANCIAL ADVISORY COMMITTEE MEETING MINUTES

MONDAY, APRIL 22, 2024 VIA ZOOM

The FAC meeting was called to order by Chairperson Donna Clavaud at 3:04 pm and the zoom call was hosted by Mary Halley, TVCSD General Manager. There was a quorum to discuss business agenda items and make Board recommendations. Donna Clavaud recorded the meeting and drafted the minutes for FAC member approval to be included in Board Packet for May 8, 2024 Regular Board of Director's Meeting.

AGENDA

1. Call to Order:

Present: Donna Clavaud, FAC Chair and TVCSD Board President; John Ward, TVCSD Board Member; Bonnie MacLaird, TVCSD Financial Services; and Mary Halley, TVCSD General Manager.

2. **Open Communication:** No others present.

3. TVCSD Policy Revisions & Recommendations:

A. **Review CSDA's sample policy on Emergency and/or Disaster Preparedness and discuss the outline of a draft TVCSD policy: definitions, declaration of Event, Actions Steps, Authority, Reporting.**

We reviewed and discussed the sample policy and agreed it will take more work before we can present a draft TVCSD policy to the TVCSD Board for consideration and approval to add to our district Policy Manual. We will aim for a draft to be ready by early summer, perhaps by the June monthly Board Meeting. Donna Clavaud will take the lead on this and confer with GM and Board VP.

B. **Review TVCSD Financial Policies and Administrative & Accounting Procedures Policy and review draft revisions and proposed amendments to address authorizations, access, uses of funds, and reporting procedures more effectively for expenditures of Emergency Reserve Operational Funds. Prepare new recommendations for Board review and approval as a priority action item.**

Donna Clavaud presented revised drafts of all the Financial Policies and Administrative & Accounting Procedures Policy and discussed the problems with the currently approved policies in the TVCSD Policy Manual. During the 2024 winter storms, when torrential rain and a 3-day power outage occurred, we were unable to operate the sewer treatment pumps, and faced

serious concerns that the treatment ponds would exceed allowable freeboard mandates set by the CA state regulatory agencies.

As we searched for possible assistance to borrow or lease generators to run the sewer plant operations and maintain public and health safety critical infrastructure functions, we noted that our Policy Manual lacked an Emergency Preparedness Policy, and Financial Policies that might allow us to proceed to incur necessary and unbudgeted expenditures due to the emergency weather events that threatened critical wastewater infrastructure functions. Our policies essentially outlined routine operations and management but did not sufficiently define and outline policy steps a special district Board and Staff might take in a declared emergency and/or disaster. At the height of the winter storms and extended power outage, TVCSD was restricted from emergency access to funds.

We reviewed the draft revisions and amendments, agreed that the new language to define an event, authority, access, uses and reporting would offer TVCSD the ability to protect critical functions and avoid public and health safety violations. We also suggested a few changes for more clarity.

These draft financial policy changes will be presented in the next few Board meetings for Board discussion and approval, and then once approved, will replace our currently approved policies.

C. Review TVCSD Board Stipend Policy:

We made a few edits to a draft that Clavaud had written based on this 2015 Board approved and implemented as an annual budget item since January 2016. We will have the TVCSD Recording Secretary do a layout and add this policy to our TVCSD Policy Manual.

D. TVCSD Service Contract Template:

Add pre-existing Service Contract template to TVCSD Service Manual (after Competitive Bidding Policy). Note: FAC developed a draft in 2015 and it was Board approved and employed for all subsequent part time contract staff and contractors, with a custom Scope of Work attached as an Addendum.

E. Cyberattack Policy:

FAC members reviewed a cover article from the April 2024 CSDA magazine about the increasing threat of cyberattacks on CSDs and encouraged to develop a policy that defines and outlines protocols for prevention, response, and recovery. TVCSD will add this potential policy to our list and prioritize it after we complete the above policies.

4. Preparing for Annual Budget season for FY 2024-2025:

What research do we need to do for the TVCSD Sewer Enterprise projected income & expenditures for next FY-make a list. Timeline for budgeting process? Budget Narratives responsibilities? Measure A Work Plan? Meeting schedule with partner SUSD on draft FY 24-25 Sewer Budget. Other Issues?

Bonnie MacLaird sent each FAC member a draft sewer budget worksheet before the meeting so it could provide a framework for our budget discussions. Mary Halley put it up on the zoom screen during our meeting.

- **Income Projections:**

What will be the FY24-25 cost of living increase? The rate is set every May, but April is viewed to set the rate: we think it should be 3.2%.

SUSD funds are still to be determined.

There was discussion of projected new connection fees. Some questions remain about projected vs. confirmed. More research is required.

* **Expenses:** MacLaird entered Actual and added between 0- 10% as best estimates.

There are not many new expenses.

We currently have a spare aerator in stock.

- **Maintenance line items:** Mary Halley has the projected figures. Tomorrow, April 23, Brandon Jacka from NSU, Bill Bonini, Board VP, and Mary Halley will go up to the settling ponds to inspect the Pond #1 crack in the skirt and determine whether the pipe can be extended into the pond to prevent deterioration of the pond lip. Repair figures will be developed.

- **Capital Improvements:** There will be a separate CIP Budget for FY24-25. It will include the following:

Maintenance of Plant Office-it needs a new roof and painting. We are doing an assessment of necessary improvements to the electrical system.

Mary Halley suggests that Bonnie MacLaird develop separate Budgets for each FEMA project.

CCTV of collection system-we will continue to budget ¼ of the system every two (2) years for most sections. She reports that on a scale of 1-5, the TVCSD collection system rates a 4.

- **Levy 4 Funds:** Can use these funds for Operations or just capital Improvements? Mary Halley indicates it was strictly for capital improvements; however, Karl Drexel, former GM, sought legal advice and was told the Levy 4 Funds could be used for Operations.
- Everyone agrees that we need to be thinking ahead financially to be best prepared.

5. FEMA/CA-OES Grants and Project Updates:

Our GM, Mary Halley, reports that FEMA funds and projects must be completed by July 14; however, she is setting June 30 as a finish date to be consistent with the last day of our current FY. TVCSD then has 90 days to submit all receipts.

The SCADA project is due to be installed in May and June.

The road re-surfacing & culvert project and pond gravel removal projects are moving forward with a bid from local contractor, Rob Damazio. Mary is breaking up his proposal into distinct categories in case a water permit might be required for some aspects. Costs for materials and labor up to \$25,000 do not require a competitive bidding process per our TVCSD Policy. Mary has filed an application for a permit and should confirm whether one is required soon.

Pond stabilization is being bid at \$59,000; our policy on Competitive Bidding states that it is sometime acceptable to only have one bid if there are no additional local individuals and/or companies to submit bids.

Once all the projects are complete, funds will be released to reimburse TVCSD for Staff hours expended on administrative time for all these FEMA/CA-OES disaster & mitigation project applications, on-site tours, and coordination for project implementations.

6. MISC./Other Financial Concerns/Issues:

Community Microgrid Incentive Grant Proposal to PG&E Extended Deadline:

The extended deadline for the Tomales proposal is now June 28, 2024. We are still collaborating with our partner, Clean Coalition, to access and analyze energy use data at target sites for the next round of meetings with PG&E.

7. Next FAC Budget Meetings:

FAC members scheduled the next FAC Budget Work Session for May 13, 2024 at 10am to be held at the TVCSD District Office. This is a work session for FAC members to assemble budget items for both sewer enterprise and Tomales Community Park budgets.

FAC members scheduled the next Zoom FAC Meeting for May 28, 2024 for FY 24-25 Budget Drafts to be presented, discussed, and recommended for review at the next Regular Board of Director's Meeting on June 12, 2024 at 7pm.

8. Adjournment:

Donna Clavaud moved that the meeting adjourn at 5:12 pm. All agreed.

Approval Date: May 4, 2024

Signed by:



PO Box 303 ● Tomales, CA ● 94971 ● ph 707.878.2767 ●

www.tomalescsd.ca.gov

Board of Directors:

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



FINANCIAL NARRATIVE – MAY 2024 BOARD MEETING

This month you'll find the abbreviated set of Financial reports for the month of **APRIL 2024**

- 1) the Checking Account Detail for Sewer and for Park, combined onto one page, and
- 2) this Financial Narrative, including Bank Account balances @ 4/30/24

SUMMARY of ACCOUNT ACTIVITY

SEWER Checking: The expenses were normal with the exceptions of a) paying quarterly taxes, and b) paying the Annual Principal of \$23,501 and Annual Interest of \$4,688 for the SCADA loan.

SEWER Money Market / Investment Accounts: In April we received \$59,029.44 in Sewer Service Fees from the County taxes. This was invested in our Operations Money Market (MM). We also received six (6) checks from FEMA/CalOES totaling \$103,493 for capital improvement projects: Pond 1 stabilization, Pump 2 replacement and Gravel Road repairs. All checks were deposited in the Money Market account that is "Restricted for Capital Improvements". I then transferred \$25,204.46 from that Restricted MM to our unrestricted Operations Money Market account as "reimbursement" of the out-of-pocket expenditures for the Pump #2 replacement done over the Winter. And in sum, the Sewer investments earned \$944.57 in interest in April.

PARK Checking: The expenses were normal except for \$750 to Martinelli Electric to repair the Water Fountain in the Park. And the revenues were good with the addition of four (4) new dates for Park Rentals, and \$98.91 in cash donations at the box in the Park.

PARK Money Market / Investment Accounts: The new CD at First Republic/JP Morgan Chase earned \$286.56 for a total investment of \$75,286.56. In sum the Park earned \$366.47 interest.

FINANCIAL MANAGER ACTIVITIES:

This month my non-routine activities focused on the checks from FEMA/CalOES for capital improvement projects noted above, new PARK Rentals, calculating quarterly Payroll Taxes, and updating our Statement of Information with the California Secretary of State for the TVCSD's incorporation status.

BANK ACCOUNT BALANCES AS OF APRIL 30, 2024:

Sewer Checking @ BoM @ .01%	\$31,732*	Park Checking @ BoM @ .01%	\$2,533
Sewer Money Market @ BoM @ 3.31%	\$199,673	Park Money Market @ BoM @ 3.31%	\$28,071
Sewer MM CIP Restricted Reserves 3.31%	\$160,960**	Park CD @ BoM @ 4.0% (closed 3/20)	\$0
Sewer CD CIP Unrestricted Reserv 4.16%	\$40,560	Park CD @ First Rep @ 4.75%	\$75,287
Sewer Savings @ LAIF @ 4.232%	<u>\$44,582</u>	Park Savings @ LAIF @ 4.232%	<u>\$32,501</u>
SUM this month:	\$475,507	SUM this month:	\$138,392
SUM last month:	<u>\$326,081</u>	SUM last month:	<u>\$139,665</u>
<i>Month over Month Cash Difference:</i>	+\$151,426	<i>Month over Month Cash Difference:</i>	-\$1,273
*SCADA payments to County not cleared by 4/30			
**Rcvd \$103,493 from FEMA/CalOES in April 2024			

Bonnie MacLaird
 TVCSD Financial Services Manager
 May 1, 2024

GENERAL MANAGER REPORT

MAY 8, 2024

General Management Statement and Goals

- Management and staff continue to be focused on: 1) FEMA /CalOES RPA storm grants and mitigation project implementation, 2) SCADA installation project, 3) estimate for crack in the east irrigation pond skirt repair for this summer, 4) CIP planning for budget preparation, and 5) FY24/25 collaborative budget process.

New/Continuing Business

SEWER

- Supervisory Control and Data Acquisition (SCADA) – Jack Miller at JM Integrations (JMI) last reported that he had not yet heard on a panel testing date, but that we are still on schedule for May and June installation.
- FEMA/CalOES – update on Disaster Assistance Program for North Coast Storm event 4683. CalOES has now sent a total of \$193,381.24 for all Cat F (Utilities) and Cat C (Roads and Bridges) reimbursement and project payments. Still working with various contractors to get revised project proposals for approval at the May 8th Board meeting. SCADA project estimates already approved. Brandon Jacka (NSU) has already submitted a \$40,376.00 estimate for the cost of the pond stabilization project – which was used in the estimated total \$59,520.45 amount that the FEMA grant was based on. This estimated amount is over the \$25,000 multiple bid threshold required by the TVCSD Competitive Bidding policy, but it is the only vendor that will do this work, so I will accompany the bid with a letter stating that I recommend it be approved as a single source bid as no other bid sources are available. NSU is still trying to locate a VAC vendor – included in the proposal – as very few VAC companies will remove gravel. Brandon Jacka is working to get the required permitting. I'm working with Rob Damazio Excavating to get his proposal more closely aligned with FEMA grant categories, along with any material cost updates, for the work he previously provided a bid for repairing the gravel road and cleaning and upsizing the culvert(s). I submitted a full permit application to the US Army Corp of Engineers (USACE), as required by CalOES, to get a determination as to whether we would need to get a USACE Water Quality Act permit to install the new upsized culvert. I have now received a reply back that our project may fit under the nonreporting requirements for Nationwide Permit 3. General Condition 32 of the Corps' NWP program that states if our project will not have an effect on listed species/critical habitat, and there is no potential to effect historic properties, we could proceed with project activities without receiving written verification from the Corps. We are aiming to have all projects implement in May and/or June and completed by June 30. All projects must be completed by the 7/14/2024 deadline but I will still have several months after that to submit paperwork. Any changes to the FEMA/CalOES defined Scope of Work must be pre-approved by FEMA or could jeopardize funding. I continue to track my time as always on the grants and project management for reimbursement at the end (P#726555: Management Costs).

Treatment Plant and Ponds maintenance – for this FY24/25 budget cycle we are looking at installing 3-phase transfer switches and a possible small generator for the Lift Station, then additionally having a full electrical evaluation at the Treatment Plant, and then some general maintenance to the building of painting and possibly a new roof. Also, will look into the researching the highest sources of intrusion coming from the new THS line and old THS which may involve some costs such as possible smoke test or physical onsite evaluations.

- Sewer Equipment replacements and repairs –NSU has now installed the new irrigation replacement pumps. The lift station backup grinder pumps and spare aerator motor will be stored at the Treatment Plant until needed. I met with NSU (Brandon, Jay and Darren) and Bill Bonini onsite at the storage ponds on 4/23 to discuss the cracked skirt in the east storage pond and review several different repair approaches. It was universally decided that the easiest and most cost-effective solution would be to extend both inflow pipes farther down into the pond to avoid the 'splash' erosion. NSU will develop a cost quote. This project is a priority and will get incorporated into next year's FY budget for work to be completed in late summer.

- Capital Improvement Project (CIP) planning – framework for CIP schedule is now complete and additionally met with Brandon Jacka from NSU to review and develop a more realistic CIP with a now separate routine maintenance plan.
- Connections – the K&A Take-Away is changing ownership and will become The Chowder House. The new owners have requested a letter from the district approving the existing grease trap. I have reviewed the historic permitting and plans and requested a photo of the current grease trap location along with the most current written maintenance evaluation from City Sewer Service, which I was told had just done a pump out, in-lieu of physical onsite inspection.
- NSU System Operator Contract – our current contract will expire June 30, 2024, to hopefully align with having the SCADA project completed, so we can reevaluate the level of physical monitoring time and service reduction that will be realized by having a fully functioning and remote operating SCADA system.

GENERAL ADMINISTRATION

- Management – continue to monitor district communication systems and help give input as needed on updating or creating new District policies. Provide help with coordinating and combining Board packets and meeting agenda items, help facilitate getting Form 700s correctly filed, wrote draft Resolution 24-03 To Hold District Elections, and worked with the Clean Coalition filling out various forms and applications to give PG&E permission to review the CSD electricity usage as part of the Microgrid sizing template for the PG&E Microgrid Resiliency grant application process.

Respectfully Submitted, *Mary Halley*



April 25, 2024

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
March 2024

Enclosed please find the Self-Monitoring Report.

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

On March 26th the BOD exceeded the daily maximum limit, we will continue to monitor and do process adjustments as needed.

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 personnel properly 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

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	
3/1/2024	10.7																				
3/2/2024	10.7																				
3/3/2024	10.7																				
3/4/2024	10.7		7.8	12.2	86.0	420.0	1.5	<.4	9.7	7.6	2.1	220.0	25.0	7.2	3.9	10.0					
3/5/2024	10.7																				
3/6/2024	10.7																				
3/7/2024	10.7																				
3/8/2024	10.7	96.0																			
3/9/2024	5.6																				
3/10/2024	5.6																				
3/11/2024	5.6											220.0	29.0	7.1	4.7	12.7					
3/12/2024	5.6																				
3/13/2024	5.6																				
3/14/2024	5.6																				
3/15/2024	5.6	41.0																			
3/16/2024	7.1																				
3/17/2024	7.1																				
3/18/2024	7.1																				
3/19/2024	7.1																				
3/20/2024	7.1											240.0	37.0	7.2	5.4	14.1					
3/21/2024	7.1																				
3/22/2024	7.1																				
3/23/2024	7.1																				
3/24/2024	7.1																				
3/25/2024	7.1																				
3/26/2024	7.1	78.0										270.0	72.0	7.5	6.0	14.2					
3/27/2024	10.3																				
3/28/2024	10.3																				
3/29/2024	10.3																				
3/30/2024	10.3																				
3/31/2024	10.3																				
Max	10.7																			#DIV/0!	
Min	5.6		7.8	12.2	86.0	420.0	1.5	0.0	9.7	7.6	2.1	220.0	25.0	7.1	3.9	10.0				0.0	
Mean	8.1		7.8	12.2	86.0	420.0			9.7	7.6	2.1	237.5	40.8	7.2	5.0	12.8				#DIV/0!	
Total	233.8																				0.0

TOMALES WASTEWATER FACILITY
Treatment Pond Summery Report



Month	Treatment Pond # 1				Treatment Pond No. 2				Treatment Pond No. 3				ST-West				ST-East				
Mar-24	F/B	pH	D.O.	Temp.	F/B	pH	D.O.	Temp.	F/B	pH	D.O.	Temp.	F/B	pH	D.O.	Temp.	F/B	pH	D.O.	Temp.	
Date	Feet	Units	mg/L	C	Feet	Units	mg/L	C	Feet	Units	mg/L	C	Feet	Units	mg/L	C	Feet	Units	mg/L	C	
1																					
2																					
3																					
4	3.1	7.6	7.0	9.9	3.1	7.2	2.7	9.4	3.1	7.2	3.2	9.3									
5																					
6																					
7																					
8													8.5	8.8	7.8	13.3	6.0	8.4	7.7	13.7	
9																					
10																					
11	3.0	7.6	6.2	11.8	3.0	7.6	7.2	10.9	3.0	7.6	7.4	10.8									
12																					
13																					
14																					
15													8.0	8.8	7.9	14.3	6.0	8.2	7.9	13.8	
16																					
17																					
18																					
19																					
20	3.4	7.7	6.4	15.4	3.4	7.8	8.0	14.3	3.4	7.7	7.9	14.0									
21																					
22																					
23																					
24																					
25																					
26	3.4	7.6	5.5	15.5	3.4	7.7	5.6	14.1	3.4	7.5	5.9	14.1	7.5	7.8	7.4	14.1	4.5	7.7	7.5	13.6	
27																					
28																					
29																					
30																					
31																					



Analytical Report

April 2, 2024

Sample Collected: 03/04/24 @ 08:35, 08:30
Sample Received: 03/04/24
Collected By : DL/NSU
Cc : e-mail

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

Tomales Village CSD

Table with columns: LOG NUMBER, Sample Description, 324-4458, 324-4459-61, ANALYSIS, Start Date & Time. Rows include BOD5, Total Dissolved Solids, Nitrate N, Nitrite N, Total Kjeldahl N, Ammonia N, Total Organic N.

BOD Start Date & Time: 03/06/24 @ 11:30
BOD Completed Date: 03/11/24

Reset:
Sample was reanalyzed past the hold time due to insufficient/excessive oxygen depletion during the initial analysis.

BOD Start Date & Time: 03/13/24 @ 11:00
BOD Completed Date: 03/18/24

BRELJE AND RACE LABORATORIES, INC.

Sara Rosas (signature)

SARA ROSAS, LABORATORY DIRECTOR
DMITRIY KASYANCHUK, LABORATORY SUPERVISOR
LINDA ADAMS, PROJECT MANAGER
SR&DK:lja



Analytical Report

April 2, 2024

Sample Collected: 03/11/24 @ 08:30
 Sample Received: 03/11/24
 Collected By : DL/NSU
 Cc : e-mail

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

Tomales Village CSD

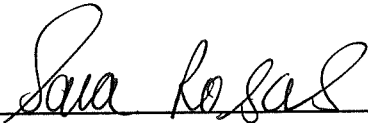
<u>LOG NUMBER</u>	<u>324-5161</u>
Sample Description:	TR – Effluent

ANALYSIS

BOD ₅ @ 20°C mg/L (Std. Mthds. 5210 B, 2016)	29.
Total Dissolved Solids mg/L (Std. Mthds. 2540 C, 2015)	220.

BOD Start Date & Time: 03/13/24 @ 11:00
 BOD Completed Date: 03/18/24

BRELJE AND RACE LABORATORIES, INC.



SARA ROSAS, LABORATORY DIRECTOR
 DMITRIY KASYANCHUK, LABORATORY SUPERVISOR
 LINDA ADAMS, PROJECT MANAGER
 SR&DK:lja



Analytical Report

April 2, 2024

Sample Collected: 03/20/24 @ 12:15
 Sample Received: 03/20/24
 Collected By : DL/NSU
 Cc : e-mail

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

Tomales Village CSD

LOG NUMBER	324-5965
Sample Description:	TR – Effluent


ANALYSIS

BOD ₅ @ 20°C mg/L (Std. Mthds. 5210 B, 2016)	37.
Total Dissolved Solids mg/L (Std. Mthds. 2540 C, 2015)	240.

BOD Start Date & Time: 03/21/24 @ 10:00
 BOD Completed Date: 03/26/24

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

BRELJE AND RACE LABORATORIES, INC.



SARA ROSAS, LABORATORY DIRECTOR
 DMITRIY KASYANCHUK, LABORATORY SUPERVISOR
 LINDA ADAMS, PROJECT MANAGER
 SR&DK:lja



BRELJE AND RACE LABORATORIES, INC.

Providing quality laboratory analysis since 1967

April 2, 2024

Sample Collected: 03/20/24
Sample Received: 03/20/24
Collected By : DL/NSU
Cc : e-mail

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

Tomales Village CSD

QUALITY CONTROL INFORMATION

LOG NUMBER	324-5965
Sample Description:	TR - Effluent

	BOD mg/L
Dilution Water Blank Average	0.91↓
Seed Blank Average	0.97
BOD Reference Average: Hach Standard Solution True Value: 198 mg/L (167.5-228.5)	180.

BRELJE AND RACE LABORATORIES, INC.

SARA ROSAS, LABORATORY DIRECTOR
DMITRIY KASYANCHUK, LABORATORY SUPERVISOR
LINDA ADAMS, PROJECT MANAGER
SR&DK:lja



Analytical Report

April 9, 2024

Sample Collected: 03/26/24 @ 10:00
 Sample Received: 03/26/24
 Collected By : DL/NSU
 Cc : e-mail

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

Tomales Village CSD

LOG NUMBER	324-6384
Sample Description:	TR – Effluent

ANALYSIS

BOD ₅ @ 20°C mg/L (Std. Mthds. 5210 B, 2016)	72.
Total Dissolved Solids mg/L (Std. Mthds. 2540 C, 2015)	270.

BOD Start Date & Time: 03/28/24 @ 10:00
 BOD Completed Date: 04/02/24

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

BRELJE AND RACE LABORATORIES, INC.



SARA ROSAS, LABORATORY DIRECTOR
 DMITRIY KASYANCHUK, LABORATORY SUPERVISOR
 LINDA ADAMS, PROJECT MANAGER
 SR&DK:lja



BRELJE AND RACE LABORATORIES, INC.

Providing quality laboratory analysis since 1967

April 9, 2024

Sample Collected: 03/26/24
Sample Received: 03/26/24
Collected By : DL/NSU
Cc : e-mail

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

Tomales Village CSD

QUALITY CONTROL INFORMATION

LOG NUMBER 324-6384
Sample Description: TR - Effluent

	BOD mg/L
Dilution Water Blank Average	0.61↓
Seed Blank Average	0.97
BOD Reference Average: Hach Standard Solution True Value: 198 mg/L (167.5-228.5)	180.

BRELJE AND RACE LABORATORIES, INC.

SARA ROSAS, LABORATORY DIRECTOR
DMITRIY KASYANCHUK, LABORATORY SUPERVISOR
LINDA ADAMS, PROJECT MANAGER
SR&DK:lja

NCI Electric

215 Alison Ave. Rohnert Park, CA 94928 Tel: (707) 479-8344 CA Lic.#682841

50A Generator Transfer Switch - Tomales Petaluma Rd/Shoreline Hwy

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

Estimate # 10049
Estimate Date 04-30-24

Item	Description	Unit Cost	Quantity	Line Total
Labor	2 men/4 hours each - Install 60A / 240v Transfer Switch (provided by TVCSD). Provide in feed outlet.	\$105.00	8.0	\$840.00
Misc. Material	Wire, conduit, generator in feed outlet, and misc. elect. equipment	\$275.00	1.0	\$275.00

Notes:

Estimate: Valid for 30 days from the date above.

Exclusions: Overtime work unless otherwise noted above, Normal working hours are 8:00 am to 4:30 pm Monday through Friday except holidays.

Subtotal	\$1,115.00
Tax	\$0.00
Estimate Total	\$1,115.00

Signed: _____

Date: _____

NCI Electric

215 Alison Ave. Rohnert Park, CA 94928 Tel: (707) 479-8344 CA Lic.#682841

150A Generator Transfer Switch - Tomales Village Community Services District Collection Ponds

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

Estimate # 10050
Estimate Date 04-30-24

Item	Description	Unit Cost	Quantity	Line Total
Labor	2 men/16 Hours each - Install 200A / 480v Transfer Switch (provided by TVCSD). Install outside in feed connection point (provided by TVCSD). Run conduit and wire, core drill concrete block wall. Test for proper operation.	\$105.00	32.0	\$3,360.00
Misc. Material	Conduit, wire, strut, supports, and misc. electrical equipment	\$2,867.00	1.0	\$2,867.00

Notes:

Estimate: Valid for 30 days from the date above.

Exclusions: Overtime work unless otherwise noted above, Normal working hours are 8:00 am to 4:30 pm Monday through Friday except holidays.

Subtotal	\$6,227.00
Tax	\$0.00
Estimate Total	\$6,227.00

Signed: _____

Date: _____



**GENERAL ENGINEERING
SITE WORK • GRADING • PAVING • SEPTIC**

BID PROPOSAL

DATE: 5-4-2024

NAME: MARY HALLEY

PROJECT: TOMALES TREATMENT PLANT DRIVEWAY AND DITCH REHAB

This Proposal is for the work described below in the Scope of Work section is based off of a site visit. This Proposal includes all time, labor, mobilization, and materials to complete the scope of work defined below. Any and all required permits and inspections along with any payment for permits and inspections and coordination of any such required permits and inspections are the sole responsibility of others.

SCOPE OF WORK:

1. MOBILIZATION OF THE EQUIPMENT AND MATERIALS TO THE JOB SITE.
\$800
 2. PATCH THE EXISTING POT HOLES WITH BASE ROCK. \$1,300
 3. CLEAN AND DEEPEN THE EXISTING DITCH LINES FROM THE GATE DOWN TO THE PARKING AREAS. \$3,900
 4. CLEAN THE OUTFALL SIDE OF THE EXISTING 30" X 24" CULVERT \$900
 5. CLEAN THE OUTFALL SIDE OF THE EXISTING 24" CULVERT \$900
 6. PUT THE DITCH SPOILS ON THE UPPER FIELD AREA AND GRADE TO THE EXISTING CONTOURS. \$1,500
 7. INSTALL 4" OF NEW BASE ROCK WITHIN THE DRIVEWAY AREAS FROM THE GATE TO THE PARKING AREA. \$8,807
- ADDITIONAL WORK #1: OUTFALL BELL AND SCREEN
1. INSTALL OUTFALL FLARED END FOR CULVERT AND THE DEBRIS SCREEN FOR THE 1 NEW 20' X 12" CULVERT AND THE OTHER EXISTING 24" CULVERT.

**PO BOX 751088 Petaluma, CA 94975
Phone/707-789-9998 FAX/ 707-789-9997
LIC# 928048**



GENERAL ENGINEERING
SITE WORK • GRADING • PAVING • SEPTIC

TOTAL: \$ 4,895

ADD ALTERNATE #2 : ADDITIONAL 12" CULVERT INSTALL

1. INSTALL 20' OF 12" CULVERT, FLARED END AND TRASH GRATE.

TOTAL: \$6,800

- 2 ADD ALTERNATE TOTALS: \$11,695

Base Bid Total: \$ 18,107

DAMAZIO EXCAVATING PAYMENT POLICY IS AS FOLLOWS:

1. A PRE-JOB DEPOSIT OF \$1,000 IS DUE UPON THE ACCEPTANCE AND SIGNING OF THIS ESTIMATE/CONTRACT.
2. A MOBILIZATION/MATERIALS PAYMENT OF \$11,500 IS DUE UPON THE STARTN OF THE PROJECT.
3. THE FINAL PAYMENT OF \$4,607 WILL BE DUE UPON THE COMPLETION OF THE SCOPE OF WORK DESCRIBED HERE WITHIN THIS ESTIMATE/CONTRACT.

- The Payment Terms and Scope of Work details are final upon the acceptance of this Estimate/Contract. If there are any questions or concerns in regard to these items, please contact Rob Damazio before signing this Estimate/Contract.

Acceptance: The above price and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

PO BOX 751088 Petaluma, CA 94975
Phone/707-789-9998 FAX/ 707-789-9997
LIC# 928048



**GENERAL ENGINEERING
SITE WORK • GRADING • PAVING • SEPTIC**

Customer's Signature: _____ **Date:** _____

Standard Exclusions and Clarifications:

1. No Surveying or Staking
2. No concrete installation, flat work or repair
3. No Demolition of concrete, concrete footings or piers unless noted within the Scope of Work section.
4. No Tree or stump removal or major trimming
5. Additional plans, engineering or architectural by others
6. No Hazardous material handling and/or disposal
7. No Erosion Control unless noted in the proposals scope of work
8. All required licenses, fees, permits, inspections, observation, monitoring, project design, and testing services are to be provided by others.
9. Compaction testing is excluded unless noted within the Scope of Work section of this Estimate/Contract.
10. Changes or modification to the accepted ESTIMATE/CONTRACT scope of work described here within the scope of work section is to be considered extra work. All extra work will be in writing and signed by both parties to the contract in the form of a change order. Any and all extra work to this contract will be paid at an agreed upon lump sum price. If the parties cannot agree on a lump sum price, the extra work will be performed on a time and material basis, including a 15% profit and overhead markup. ANY EXTRA WORK WILL NOT BE PERFORMED UNTIL THESE TERMS HAVE BEEN MET.
11. It is agreed and understood that Damazio Excavating is not an engineer. Any required engineering shall be provided by others and is not included in this scope of work.
12. Dewatering is excluded. If ground water is encountered, the contract price shall be renegotiated and a signed change order issued.
13. Any item not specifically included in the "scope of work" is excluded.
14. No retention will be withheld from progress or completion payments unless agreed beforehand.
15. In the event that legal action must be taken to enforce payment or other rights under this agreement, Damazio Excavating shall be entitled to reasonable attorney fees & court costs.
16. Damazio Excavating is not responsible for any existing underground construction or utilities that are not located and clearly marked by others.
17. Damazio Excavating to be held harmless for any damage to existing roadway that results from construction. If repairs are required to the existing roadway as a result of the new construction, they will be an extra cost to this proposal.
18. This proposal price is based on dry weather/soil conditions
19. Any and all soils testing and compaction testing if required, is to be done by others and is not a part of this Proposal.
20. All field engineering and layout, and staking are to be provided by others
21. Any and all off haul of materials and debris is the responsibility of others unless specified otherwise in the Proposal.
22. **ROCK CLAUSE:** Any material that cannot be excavated or ripped using conventional methods with a 32000 pound Excavator or equal equipment is considered HARD rock. If HARD rock is

**PO BOX 751088 Petaluma, CA 94975
Phone/707-789-9998 FAX/ 707-789-9997
LIC# 928048**



**GENERAL ENGINEERING
SITE WORK • GRADING • PAVING • SEPTIC**

encountered, the contract price will be renegotiated and a signed change order issued to address the situation.

23. **ADDITIONAL ROCK CLAUSE:** Any rock encountered during the course of excavation or grading that requires additional machine or man power to collect, stock pile or remove due to the size of 6" or greater that impacts the efficiency of the work being performed is considered extra work. A change order form will need to be filled out, agreed upon and signed by all parties before work can continue.
24. All work is limited to the scope described within the Proposal.
25. Indemnity Clauses within a contract or Subcontract Agreement for which this Proposal applies, are specifically excluded by this proposal.
26. In the event there is a conflict between the general contract, subcontract or this Proposal, it is agreed by all parties to the before-mentioned contract or subcontract that this Proposal will govern.
27. Due to the fluctuating costs of asphalt, a change order will be required should asphalt prices rise above \$79 a ton.
28. GL Insurance available: Commercial General Liability - Occurrence; Each Occurrence \$1,000,000; Personal & ADV Injury, \$1,000,000 General Aggregate, \$1,000,000; Products-Comp/Og/Agg, \$1,000,000; Primary and Non-Contributory wording available for an additional \$600 to the contracted sum. Certificate available upon request.
29. Other Insurance: Automobile and Worker's Comp Policies are in place. Certificates available upon request.
30. Striping, painting, signage or sealing of any kind is excluded from this contract.
31. All payment terms are final. If in the event that there are questions or concerns in regard to the payment terms, please contact Rob Damazio before any signing of the Estimate/Contract.



WORK ORDER PROPOSAL

PROPOSAL DATE:	7/20/2023
PAYMENT TERMS:	Net 30 days
PROPOSAL PREPARED BY:	Jason Brum - 707-850-0187
	Doug Jaeger - 707-312-0849
NSU CONTACTS:	
	Brandon Jacka - 707-227-2424
PROJECT NAME:	Tomales Pond 1 Cleanout & Gravel Removal
PROJECT Billing Address:	Tomales Wastewater Treatment Plant

Project/ Workorder #:	17111
CLIENT CONTACTS (Name/Phone):	
	Mary Halley 415-297-1931
STATEMENT OF WORK:	Bypass pond 1 and send flows to pond 2. pump down pond 1 to remove clean water, sending it to pond 2. Facilitate haulers to pump and remove approx 40k gallons sludge/thickening WW. Facilitate Vac truck to pull 8-10k gallons of thickening sludge/gravel mix from bottom of of pond. Inspect pond liner, and put pond 1 back in service.

COST PROPOSAL

LABOR:	HOURS	RATE	PRICE
Field Service Technician I (550) - \$123/hr	24	\$123.00	\$2,952.00
W/WWTP Operator 2 (527) - \$108/hr	16	\$108.00	\$1,728.00
Field Service Technician II (555) - \$113/hr	24	\$113.00	\$2,712.00
Operations Manager (510) - \$182/hr	12	\$182.00	\$2,184.00
Subtotal Labor:			\$9,576.00

PARTS, MATERIALS, CONTRACTOR COSTS :	QUANTITY	COST	PRICE
Sewage Hauler 3500 gallons per load	12	\$900.00	\$10,800.00
Vac Truck 2000 gallons per load	5	\$4,000.00	\$20,000.00
Subtotal Materials:			\$30,800.00
Contingency:			\$0.00
Tax:			\$0.00
ESTIMATED PROPOSAL TOTAL:			\$40,376.00

ACCEPTANCE OF PROPOSAL:

The preceding prices, specifications and conditions, including the "Work Order Terms and Conditions" (v 1.0 2008-11) attached to this Work Order Proposal and incorporated herein as Schedule A are satisfactory and hereby accepted. By way of signature adjacent hereto, Applied Water Management, Inc. d.b.a. Natural Systems Utilities, is authorized to proceed with the work in accordance with the terms and conditions herein.

Authorized Signature	Purchase Order Number
Print Name	Date
Print Official Billing Entity - Formal Business Name	
Print Contact Person's Name	
Print Contact Person's Telephone Number & Email	



SCHEDULE A

Work Order Terms and Conditions – v.1.0 2008-11

All orders shall be made out to Applied Water Management, Inc. ("Seller"), and shall be subject to acceptance by Seller. The purchaser of goods and services from Seller shall be referred to as the "Buyer".

1. All transactions between the Buyer and Seller relating to the scope of work ("Scope") set forth in the attached "Work Order Proposal" ("Proposal") shall be governed by the terms and conditions set forth in these "Work Order Terms and Conditions". If there are any terms and conditions contained within the Proposal, the Buyer's purchase order, or the project specifications that conflict with the terms contained in these Work Order Terms and Conditions, notwithstanding any statement to the contrary contained in Buyer's purchase order or the project specifications, the terms of these Work Order Terms and Conditions shall govern. The Proposal, any attachments incorporated therein or annexed thereto, these Work Order Terms and Conditions, and any purchase order issued by the Buyer shall be collectively referred to as the "Agreement". Exceptions or modifications to the Proposal, Work Order Terms and Conditions, or any

2. Seller is obligated to furnish only the quantities and items specifically listed on its Proposal and disclaims responsibility for furnishing any other equipment or material not shown in the specifications and drawings. Any claim that equipment, materials or services are nonconforming or unacceptable shall be made in writing to the Seller within ten (10) days of the delivery of the goods or the rendering of the services, and if not so made shall be deemed waived, and such waiver shall be deemed to bind Buyer to pay Seller the full price for such equipment, materials and

3. All services performed by Seller will be charged in accordance with the terms of the Proposal; if not set forth in the Proposal, services will be charged on a time and material basis at Seller's then prevailing rates. If services are being performed on a time and material basis, the time shall begin to toll upon the service provider's departure from his current location and will end upon the service provider's return following performance of the work. Services involving confined space entry, work at landfills or hazardous waste sites, and sewage pumps will be billed at Seller's then prevailing rates for premium services, unless otherwise set forth in the Proposal. Field services involving sewage pumps and confined spaces require two (2) servicemen. Service trucks, rental equipment and materials used will be billed at Seller's then prevailing rates, unless otherwise set forth in the Proposal. Unless the Buyer provides at least one (1) business day's prior notice all requested services that are outside of the scope of

4. Unless otherwise noted, prices are F.O.B. shipping point. A claim for loss or damage in transit must be entered with the carrier and prosecuted by Buyer. Seller shall not be responsible for any delays in shipping. Where Buyer is responsible for any delay in shipment, the date of the completion of equipment or materials shall be the date of shipment for purposes of payment. Completed equipment and materials shall be held at Buyer's cost and risk, and Buyer shall be responsible for all storage and insurance

5. The amount of any applicable present and future tax or other government charge upon the production, sale, shipment or use of equipment or materials ordered or sold, serviced or rented will be charged to Buyer unless Buyer provides Seller with an appropriate exemption certificate.

6. Any invoice sent by Seller to Buyer shall be considered correct, accepted and binding upon Buyer, except for specific objections that the Buyer makes in writing to Seller within fifteen (15) days of the date of the invoice. Failure to make an objection in accordance with the above shall be deemed an admission by the Buyer that the amount set forth in the invoice is due and owing to Seller. Buyer shall pay all undisputed invoices within thirty (30) days of the date thereof. Any invoice not paid when due will accrue interest at the rate of one and one-half percent (1.5%) per month, calculated from the date of each invoice. The Buyer shall not have the right to set-off or counterclaim against any amount owed to Seller. If Buyer fails to pay to Seller any amount when due, all outstanding amounts shall, without demand, become immediately due and payable by Buyer to Seller. If Seller refers the unpaid balance to collection, then, without demand, there shall be added to the amount due, collection fees, attorneys' fees, plus all costs of suit, including deposition costs, repossession and

9. Equipment and materials may be returned only when specifically authorized by Seller. Buyer shall be charged the cost of placing the goods in saleable condition, sales expenses incurred by Seller, a restocking charge to be determined by Seller, and any outgoing and incoming transportation costs.

10. Seller shall be responsible for repairing or replacing equipment or parts furnished, assembled, packaged, or installed by it, only to the extent of the original manufacturer's warranty. Seller warrants to repair any defect in its workmanship, when such defect arises within ninety (90) days from the date of service and is not the result of ordinary or extreme wear and tear, the negligence of the Buyer or any other party, or loss or damage resulting from causes other than a defect in the Seller's workmanship. Seller, upon receipt of Buyer's request for service under the above warranty, shall, during regular business hours, make the necessary repairs without charge to Buyer. Any service, repairs, or parts or replacement of any equipment or parts necessitated by loss or damage resulting from causes other than a defect in the Seller's workmanship, shall be invoiced to Buyer at Seller's then prevailing rates. The Seller expressly disclaims any warranty on equipment that has been altered or repaired by anyone except Seller's authorized employees, and Seller shall not be liable in any event for alterations or repairs made by others, except those

11. EXCEPT AS OTHERWISE SET FORTH IN SECTION 10, HEREOF, SELLER DISCLAIMS ALL WARRANTIES, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS OF THE EQUIPMENT OR MATERIALS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED.

12. In order to secure the obligations of Buyer to Seller, Buyer hereby grants Seller, pursuant to Article 9 of the Uniform Commercial Code ("UCC"), a lien upon all equipment and materials sold by Seller to Buyer. If Buyer shall default on any obligation owed to Seller, Seller shall have all rights of a secured party upon default as provided for in Article 9 of the UCC. Buyer agrees to execute any documents deemed necessary for Seller to

13. Seller shall not be liable to Buyer or any other person for any loss, damage or expense of any kind, or for direct or consequential damages related to, or arising from, or caused directly or indirectly by, any equipment, materials or services, or any supplies or accessories or the use thereof, or any deficiency, defect or inadequacy, or any delay in delivery or installation; it being agreed that the extent of Seller's liability, express or implied, shall be limited to adjustment, repair, or parts replacement.

14. Buyer hereby agrees to and shall, defend, indemnify and hold harmless Seller, its officers, directors, employees, subcontractors and agents from any and all actions, claims, loss, liability, damages, injury, environmental damage or expenses, including attorney's fees, court costs and expert witness fees that arise from the fault, failure or negligence of the Buyer or any of its officers, directors, employees, subcontractors or agents, but only to the extent of and in proportion to the degree of fault, failure or negligence of the Buyer or any of its officers, directors, employees, subcontractors or agents.

15. An "Uncontrollable Circumstance" is any act, event, condition or circumstance that (1) is beyond the reasonable control of Seller, (2) by itself or in combination with other acts, events, conditions or circumstances adversely affects, interferes with or delays Seller's ability to perform its obligations under the Agreement, expands the scope of Seller's obligations under the Agreement, or increases Seller's cost of performing its obligations under the Agreement, and (3) is not the direct result of the willful or negligent act, intentional misconduct, or breach of the Agreement by Seller. If an Uncontrollable Circumstance occurs, Seller shall be entitled to (1) relief from its performance obligations under the Agreement to the extent the occurrence of the Uncontrollable Circumstance prevents Seller's performance of such obligations, (2) an extension of schedule to perform its obligations under the Agreement to the extent the occurrence of the Uncontrollable Circumstance prevents Seller's ability to perform such obligations in the time specified in the Agreement, and (3) an increase in the fee to be paid under the Agreement to the extent the occurrence of the Uncontrollable Circumstance increases Seller's costs of performance of its obligations under the Agreement. The occurrence of an Uncontrollable Circumstance shall not, however, excuse or delay the Buyer's obligation to pay monies previously accrued and owing to Seller under the Agreement, or for Seller to perform any obligation under the Agreement not affected by the occurrence of the Uncontrollable Circumstance.

7. Seller may, in its sole discretion, decline to deliver or provide equipment, materials or services except if paid for by cash, or stop equipment or materials in transit, whenever Seller has reasonable doubt as to Buyer's ability to pay for such equipment, materials or services. Pro-rata payments shall be become due with partial shipments.

8. Orders may be cancelled only with the written consent of Seller and upon payment of a cancellation charge as determined by Seller.

16. The Agreement shall be governed by the laws of the State of CA and all sales shall be deemed to have occurred in the State of CA.

17. The Courts of the State of CA shall have exclusive jurisdiction over any cause of action arising from or connected with the sale of equipment or materials or the rendering of services by Seller to Buyer hereunder.



Date: May 8, 2024

RE: Project/ Workorder # 17111

DESCRIPTION: NSU Work Order Proposal: Tomales Pond 1 Cleanout & Gravel Removal

DATED: 7/20/2023

BID AMOUNT: \$40,376.00

STAFF RECOMMENDATION: Approval of NSU single source bid over \$25,000.

Dear TVCSD Board of Directors,

This letter is to recommend that the Board approve this NSU Work Order Proposal #17111 as a single source bid based on the difficulty locating any vendors that will do this type of gravel cleanout.

NSU provided the TVCSD with a proposal as part of the FEMA/CalOES Disaster Assistance Program for North Coast Storm event #4683 associated with the heavy rains of 13 atmospheric river events in early 2023. The Work Order Proposal was needed to estimate the cost of the work needed to Stabilize Pond #1 and thus the necessary level of grant funding necessary to remove the gravel from Pond #1. The total FEMA/CalOES grant project amount awarded for these damages including Hazard Mitigations was \$59,520.45. NSU included in Work Order Proposal #17111 an estimate from a VAC vendor in order to provide the TVCSD with a timely estimate, but is still having difficulty finding an available VAC vendor to actually do the work. The limiting issue is that gravel can damage the baffles in the vacuum systems so it takes a certain type of VAC truck to do the work for which there are very few. I think it would be almost impossible for the TVCSD to find another contractor and/or VAC vendor to provide another competitive quote, so I recommend that the Board approve moving forward with this NSU Work Order proposal to proceed towards getting this work done before the grant funding deadline of June 30, 2024.

Sincerely,

Mary Halley

Mary Halley, TVCSD General Manager

Tomales Village Community Services District
PO Box 303
Tomales, CA 94971
admin@tomalescsd.ca.gov

RESOLUTION NO. 24-03

**RESOLUTION OF THE GOVERNING BODY OF THE
TOMALES VILLAGE COMMUNITY SERVICES DISTRICT**

**A REGULARLY SCHEDULED ELECTION TO BE HELD IN THIS JURISDICTION;
REQUESTING THE BOARD OF SUPERVISORS TO CONSOLIDATE WITH ANY
OTHER ELECTION CONDUCTED ON SAID DATE, AND REQUESTING
ELECTION SERVICES BY THE MARIN COUNTY ELECTIONS DEPARTMENT**

WHEREAS, it is the determination of said governing body the regularly scheduled election to be held on the 5th day of November, 2024, at which election the issue to be presented to the voters shall be to elect the following members to the Board of Directors:

Number of Regular Term Positions (4-year)	<u> 2 </u>
Number of Short-Term Positions (2-year)	<u> 0 </u>

NOW, THEREFORE, BE IT RESOLVED, pursuant to Elections Code §10002, the Board of Supervisors of the County of Marin is hereby requested to:

- 1) Consolidate said election with any other applicable election conducted on the same day in the manner prescribed in Elections Code §10418;
- 2) Authorize and direct the Marin County Elections Department at District expense, to provide all necessary election services and to canvass the results of said election.

PASSED AND ADOPTED this 8th day of May, 2024 by the following vote:

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

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

TOMALES VILLAGE COMMUNITY SERVICES DISTRICT

ATTEST: _____	APPROVED: _____
District Secretary	Donna Clavaud, Board president