



## TVCS D Board of Director's Meeting Agenda

Date: Wednesday, December 9, 2015, 7 – 9 pm

Location: Tomales Town Hall, Tomales, California 94971

### I. Call To Order:

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

### III. Approval of Agenda **Action**

### IV: Approval of November 11, 2015 Minutes **Action**

### V. Financial Report (Melinda Bell)

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

### VI. Phillips & Associates Report

- a. Review reports for October and November
- b. Status report on TV inspection

### VII. Committee Reports

- a. Financial Advisory Committee (FAC)
  1. Review approved November 16, 2015 minutes
- b. Park Advisory Committee (PAC)
  1. Update projects

### VIII. Pending Business

- a. Review and approve Jose Ortiz service contract for General Manager

### IX. Other Business

- a.) Walter Earle to report on Marin Grand Jury website recommendations

### X. New Business

### XI. Correspondence

### XII. 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.*

PO Box 303 ● Tomales, CA ● 94971 ● ph 707.878.2726 ● [www.tomalescsd.ca.gov](http://www.tomalescsd.ca.gov)

Board of Directors:

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



**TVCS D Board of Director's Meeting Minutes**

**Date: Wednesday, November 11, 2015, 7 – 9 pm**

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

**DRAFT**

**Board Members Present:** President Bill Bonini, Deborah Parrish, Patty Oku

**Board Members Absent:** Sue Sims (Sue advised absence at last meeting)

**Also Present:** Melinda Bell (Treasurer), Cynthia Hammond (Secretary), Terry Duffy, Venta Leon, Dru O'Neill, Theodore Anderson

**I. Call To Order:**

Board President, Bill Bonini called meeting to order at 7:04 p.m.

**II. Open Communication:**

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

**III. Approval of November 11, 2015 Board Meeting Agenda:**

President Bill Bonini, motioned to move Phillips and Associated item #C, TV the lines, to be an action item and that Committee Reports be moved after Pending Business. Deborah Parrish seconded the motion.  
M/S/Carried

Patty Oku asked about estimate for TV inspection line and President Bill Bonini indicated estimate will be discussed under item #C, but it arrived too late for board packet.

**IV: Approval of Minutes:**

President Bill Bonini motioned to approve minutes. Deborah Parrish seconded the motion.  
M/S/Carried

**V. Financial Report (Melinda Bell):**

**a. Accept Check Registers and Approve Expenditures.**

Melinda Bell presented the board a list of accounts payable.

**b. Financial Manager's Report.** Melinda Bell stresses the need for the review and approval of all invoices and bills. Reviewing invoices for approval is constant and would like someone to come to the office to review and approve bills for payment. Deborah Parrish stated approval of invoices would be the new General Manager/ Administrator's job. Patty Oku stated that in the past checks were written as they arrived, and approved at the next board meeting. Melinda Bell has been given authority to write checks but feels a board member should approve them until General Manager/Administrator.

Patty Oku motioned to accept check register and approve expenditures. Deborah Parrish seconded the motion.  
M/S/Carried

Melinda Bell depleted sewer checks. Previous Administrator had the bank run the checks, which takes at least a week to produce, causing a delay. Melinda Bell wants checks to run through the office printer, more professional looking and comes right out of QuickBooks.

Management Discussion and Analysis (MD&A): A summary of budget highlights, which goes in the auditor's report, was last done in 2010. Current auditor says it is optional. Melinda Bell would like to work with FAC to develop the summary.

**c. Review and approve financial statements**

Patty Oku motioned to approve financial statements. Deborah Parrish seconded the motion.  
M/S/Carried

**d. This item is redundant, refer to a**

**e. Board approval of Melinda Bell's application to FAC.** President Bill Bonini approved Melinda Bell's application to FAC.

## **VI. Phillips & Associates Report:**

**a. August report was reviewed in October.** July and September reports were reviewed.

**b. Pumping tanks at the lift stations and ponds need to be pumped more frequently.** Phillips and Associates is managing; both tanks were pumped this month and recommend pumping more often. City Sewer is recommending pumping more than once a month,

Phillip's and Associates isn't sure this needs to be done. There has to be a reason pumping has to be more than once a month so Phillips and Associates is monitoring the situation. Most of their plants have video surveillance: if there is a problem, one could log on to a computer and look. SCADA also does video surveillance. President Bill Bonini requested a proposal from SCADA. Should have an estimate for December 9<sup>th</sup>, 2015 board meeting.

c. Update TV lines and flushing, non-scheduled work/Action item: cost estimate was not received in time for board packet. Proposed estimate would be the following: Roy's Septic Service (flushing/TV camera company) is \$2,500 for the day + Phillip's \$1,000 for a total of \$3,500. 2015/16 budgeted \$5,000 for this work. President Bill Bonini explains if we could keep them for the whole day, and get other camera work done, he would be there if decisions need to be made. The TV line will go to the high school, partially to the middle school from the plant and then camera back to town. TV lines will all start from the plant.

President Bill Bonini would like to camera as much as they can for the day for due diligence. Work scheduled for Monday, November 16<sup>th</sup> at 7:00 am.

Patty Oku motioned to accept estimate for this non-scheduled work. Deborah Parrish seconded the motion.

M/S/Carried

### **Pending Business:**

**a. Update on General Manager/Administrator's position**

As directed by the board at the last meeting, President Bill Bonini and Donna Clavaud interviewed three (3) candidates. Developed a list of questions with a rating system and were sent ahead along with the RFP. 1-hour interviews for each of three (3) candidates were conducted on the same day, November 3, 2015. The Board had asked for a recommendation to hire be brought to the November 11<sup>th</sup> 2015 meeting.

Recommending Jose Ortiz, a licensed civil engineer, to be contracted as part time TVCSD Administrator based on years of experience, quality of proposal, responses and ratings of interview questions and project costs and time for services. Part time, with a 90-day review to reevaluate scope of work and hours as they "may not be doable". Non-scheduled work would be charged hourly and would need to be reviewed and addressed by the Board of Directors. References were checked.

Patty Oku would have liked to have all of the administrator applications in advance of the board packet and also felt an opportunity was missed when the board didn't review interview questions first. Deborah Parrish explained that the board decided to draw from

prior interview questions. Patty Oku felt the questions could have been tweaked a bit, to get more information from candidates, "something to consider going forward".

President Bill Bonini requests board make a motion to enter into a contract with Jose Ortiz. Start date could begin immediately. Candidate lives in Vacaville. President Bill Bonini states that candidate would be in Tomales 1 or 1.5 days per month, on board meeting day.

Patty Oku has a few concerns about overseeing the Community Park: candidate asked if TVCSD has funds to pay for contract oversight, Patty Oku said it was pretty obvious that overseeing park is part of RFP. Hours allotted for the Park are not a lot (10%) and some of the time may be unscheduled work. The Community Park is part of the RFP and candidate does see the need of oversight of improvements. Donna Clavaud said candidate wasn't familiar with the allocation of Measure A funds for Administrative oversight. Candidate will attend BOD, FAC and PAC meetings, but was hoping they were on the same day; however attending all meetings may not be necessary. Patty recommends candidate attend BOD, FAC and PAC meetings (3 meetings per month) for the first 90 days. Costs not to include travel (which is 50%) of hourly (\$62.50) and mileage (\$.57). Comes to \$3,500 per month.

Ted Anderson questioned travel time and perhaps adjusts his hourly upward. He thought travel time should start when you arrive at the job and not from the house.

Deborah Parrish makes a motion to engage Jose Ortiz as General Manager/Administrator for TVCSD for 90 days with an evaluation at that time. Patty Oku makes an amendment: Jose Ortiz to attend all 3 meetings per month for 90 days and reimburse \$.57 per mile with no travel time. Patty Oku seconded the motion.  
M/S/Carried

What will the position be called, General Manager, Administrator? A title from the RFP will be chosen.

## **VII. Committee Reports:**

**a. Financial Advisory Committee (FAC):** meeting on Monday, November 16<sup>th</sup> 2015.  
No report.

**b. Park Advisory Committee meeting (PAC):**

**1. Update project permit status**

David Judd gave project plans to President Bill Bonini to bring to the County. President Bill Bonini talked to Liza Crosse at Supervisor Steve Kinsey's office. Apply for a grant to get a 60-70% reimbursement of permit costs. President Bill Bonini will bring plans to the

county on Friday.

**2. September meeting minutes**

September PAC minutes approved. President Bill Bonini signed PAC minutes and gave to Cynthia Hammond, Secretary. Verify if President needs to sign PAC minutes.

**3. Spring loaded faucets**

Patty Oku submitted invoice from Ferguson Enterprises, Inc. for park faucets. The invoice will be added to the December 9<sup>th</sup> 2015 board packet. Park faucets: approve expenditure.

Deborah Parrish made a motion to approve \$500 expenditure. Patti Oku seconded the motion.

M/S/Carried

**4. Gazebo RFP status**

Patty Oku asked for an update on the RFP. Deborah Parrish reminded committees they are to manage their own projects and that FAC did RFP's because there wasn't anyone else to do them. Deborah Parrish said FAC is not doing contractor's RFP for the park projects and that PAC needs to be responsible for its own RFP. Deborah Parrish also said a paid staff member should do the RFP. Donna Clavaud has offered to help PAC to write RFP and plans to work with David Judd for technical advice and had talked to Jose Ortiz to see if he could help with it. It is OK to give bidders the budget for the project especially since the park is a non-profit, 501 3(c).

**5. Gazebo funding:**

Patty Oku reminds the board that when the park was making capital improvements, the sewer district loaned money to the Park when they didn't have the money to pay off the installments. Park has two (2) Measure A payouts per year. Patty Oku is requesting the district consider doing the same thing for the gazebo, gate, and water fountain projects. She requested the sewer district float the Park money until the next installment if necessary. President Bill Bonini sees no problem with this request.

**6. Donations checks payable to Park:**

Melinda Bell asked the question if people could make checks out to "TCS" (Tomales Community Services) instead of TVCSD. A test check was made out to TCS, Melinda Bell will see if there's an issue with depositing the check. PAC wants to install a donation box with a sign. Melinda Bell will check with the bank to make sure that a check made out to TCS can be deposited.

**IX. Other Business:**

Patty Oku called TVCSD office, no dial tone and no message. Melinda Bell has calls in for

servicing.

Liza Cross of Supervisor Kinsey's office questioned President Bill Bonini regarding TVCSD need for more board members. President Bill Bonini said there would be three (3) new TVCSD board members: Dru O'Neill, Donna Clavaud and Peter MacLaird.

Donna Clavaud asked about a December board meeting: three (3) new board members may be sworn in and this will also be the last meeting for Sue Sims and Patty Oku and a new General Manager/Administrator may be attending.

Cynthia Hammond will put together and distribute new board member packets.

Patty Oku suggested new board members take the Ethics, Brown Act and Sexual Harassment on-line training courses prior to December's board meeting.

**X. New Business:**

None

**XI. Correspondence:**

None

**XII. Adjournment:**

President Bill Bonini made a motion to adjourn the meeting. Patty Oku seconded the motion.  
M/S/Carried

**Meeting adjourned 8:35 p.m.**

**Next Meeting: December 9, 2015 7:00 p.m.**

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Approved by: President Bill Bonini Date

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Attested by: Cynthia Hammond, Secretary Date

Tomales Village Community Services District  
Financial Manager's Report  
December 9, 2015

My report is very short this month because we have now finished up the year-end work and implemented our planning for the new year. We are waiting to begin the next phase with our new General Manager. The financial statements accompany this report, and summarize the current status. The bills for approval include large annual bills, such as those for debt service. Available cash will be adequate to pay these bills this month.

The auditor has finished his report and found no weaknesses. The report will be presented at the January board meeting when the new board members are seated.

Balance Sheet  
As of November 30, 2015

		SEWER	Nov 30, 15
<b>ASSETS</b>			
	131.31 · Redwood Credit Union		135,699.05
	131.42 · Bank of Marin - Money Market		39,151.03
	131.44 · Bank of Marin - Sewer		70,351.54
	131.48 · Bank of Marin - Solar		38,459.86
	<b>Total 131.00 · Cash</b>		<b>283,661.48</b>
	<b>Total Checking/Savings</b>		<b>283,661.48</b>
	<b>Total Current Assets</b>		<b>283,661.48</b>
	<b>Fixed Assets</b>		
	100.00 · Property, Plant and Equipment		791,665.97
	100.10 · Maps and Records		17,248.00
	100.20 · Land and Land Rights		52,788.00
	110.00 · Improvement Project		939,393.31
	112.00 · Solar System		269,945.21
	105.00 · Less Accumulated Depreciation		-500,216.01
	<b>Total Fixed Assets</b>		<b>1,570,824.48</b>
	<b>Other Assets</b>		
	136.00 · SUSD Note Receivable		19,807.04
	<b>Total Other Assets</b>		<b>19,807.04</b>
	<b>TOTAL ASSETS</b>		<b>1,874,293.00</b>
<b>LIABILITIES &amp; EQUITY</b>			
	<b>Liabilities</b>		
	222.00 · Accounts Payable		43,318.01
	<b>Total Accounts Payable</b>		<b>43,318.01</b>
	<b>Long Term Liabilities</b>		
	211.00 · SWRCB SRF Loan		154,749.88
	215.00 · CREBS Bond		197,352.92
	<b>Total Long Term Liabilities</b>		<b>352,102.80</b>
	<b>Total Liabilities</b>		<b>395,420.81</b>
	<b>Equity</b>		
	260.00 · Retained Earnings		1,274,279.74
	261.00 · Sinking Fund - Debt Reserve		47,775.00
	262.00 · Capital Improvement Reserve		42,758.97
	263.00 · Emergency Reserve		33,982.00
	264.00 · Operating Reserve		3,537.37
	265.00 · Net Assets - Unrestricted		105,000.00
	Net Income		-28,460.89
	<b>Total Equity</b>		<b>1,478,872.19</b>
	<b>TOTAL LIABILITIES &amp; EQUITY</b>		<b>1,874,293.00</b>
<b>ASSETS</b>		<b>PARK</b>	
	<b>Total Checking/Savings</b>		<b>88,221.55</b>
	<b>Fixed Assets</b>		
	100.20 · Land and Land Rights		132,000.00
	111.00 · Park Equipment		
	Original Cost		305,532.92
	105.00 · Depreciation		-43,933.00
	<b>Total 111.00 · Park Equipment</b>		<b>261,599.92</b>
	<b>Total Fixed Assets</b>		<b>393,599.92</b>
	<b>TOTAL ASSETS</b>		<b>481,821.47</b>
<b>LIABILITIES &amp; EQUITY</b>			
	<b>Liabilities</b>		
	<b>Current Liabilities</b>		
	217.00 · Unearned Revenue		25,000.00
	<b>Total Liabilities</b>		<b>25,000.00</b>
	<b>Equity</b>		
	252.50 · Investment in Capital Assets		393,599.92
	260.00 · Retained Earnings		40,670.58
	Net Income		22,550.97
	<b>Total Equity</b>		<b>456,821.47</b>
	<b>TOTAL LIABILITIES &amp; EQUITY</b>		<b>481,821.47</b>

**Sewer Budgetary Analysis July - November 2015**

	TOTAL	
	Jul - Nov 15	Budget
<b>Income</b>		
<b>Total 301.00 · Service Charges</b>	71,047.78	128,540.00
303.10 · Permit and Inspection Fees	250.00	
<b>305.00 · SUSD Sinking Fund</b>	8,062.00	8,062.00
<b>311.00 · Interest Income</b>	1,398.89	1,331.00
315.50 · Levy 4	103.22	0.00
<b>316.00 · CSI Solar Rebate</b>	5,971.00	6,000.00
318.30 · Transfer In	0.00	18,500.00
<b>Total 318.00 · Other Nonoperating Income</b>	0.00	18,500.00
<b>Total Income</b>	<b>89,347.89</b>	<b>162,433.00</b>
<b>Expense</b>		
<b>410.00 · Sewage Collection</b>	79.59	175.00
<b>411.00 · Sewage Treatment</b>	2,394.90	1,040.00
<b>412.00 · Sewage Disposal</b>	104.70	140.00
414.05 · Administrator's Fees	28,360.00	18,750.00
414.22 · Licenses and Permits	1,346.50	1,346.00
414.31 · Property & Liability Insurance	5,717.31	5,312.00
414.33 · Worker's Comp Insurance	772.36	738.00
414.35 · Health Insurance Allowance	400.00	0.00
414.41 · Postage and Delivery	28.25	81.00
414.42 · Printing and Copies	0.00	50.00
414.43 · Office Supplies	110.01	190.00
414.44 · Sonic - Web Hosting	79.80	849.75
414.45 · Equipment Expense	124.74	0.00
414.465 · Board Meber Stipend	0.00	1,750.00
414.467 · Board Training	60.00	700.00
414.468 · Board Meeting Expense - Other	0.00	1,000.00
414.46 · Board Meeting Expense - Other	0.00	0.00
<b>Total 414.46 · Board Meeting Expense</b>	60.00	3,450.00
414.47 · Clerical/Bookkeeping	6,877.50	1,750.00
414.48 · Office Rent	300.00	500.00
414.49 · Secretary	969.27	3,250.00
414.495 · Recruiting	0.00	1,000.00
<b>Total 414.40 · Office Expense</b>	8,549.57	11,120.75
414.50 · O&M Contractual Services	21,972.13	28,263.30
414.551 · Legal Fees	115.50	5,000.00
414.552 · Accounting	0.00	5,000.00
414.553 · Consulting	0.00	2,000.00
414.555 · Grant Writer	0.00	5,000.00
<b>Total 414.55 · Professional Fees</b>	115.50	17,000.00
414.61 · Newsletter Expense	0.00	180.00
414.62 · Dues and Subscriptions	1,051.65	1,010.00
414.67 · Solar Lease Admin Fee	750.00	750.00
414.68 · Solar Lease Agreement	17,941.18	17,941.18
414.71 · Plant and Building Maintenance	0.00	1,000.00
414.72 · Computer Repairs	0.00	250.00
414.73 · Equipment Repairs	0.00	1,150.00
414.76 · Collection System Maintenance	1,214.00	5,500.00
414.77 · Irrigation Field Maintenance	263.52	2,000.00
414.78 · Solar Panel Maintenance	0.00	400.00
<b>Total 414.70 · Repairs and Maintenance</b>	1,477.52	10,300.00
414.75 · New Equipment	0.00	13,000.00
414.81 · Travel	0.00	500.00
414.83 · Meetings and Seminars	0.00	160.00
<b>Total 414.80 · Travel and Meetings</b>	0.00	660.00
414.90 · Telephone and Internet Services	1,345.31	1,100.00
<b>Total 414.00 · Administration and General</b>	89,799.03	127,471.23
417.30 · LAFCO Charges	-115.64	124.00
<b>415.50 · Depreciation Expense</b>	21,500.00	0.00
<b>420.20 · Interest Expense - SRF Loan</b>	4,046.20	4,371.00
<b>Total Expense</b>	<b>117,808.78</b>	<b>133,321.23</b>
<b>Net Income</b>	<b>-28,460.89</b>	<b>29,111.77</b>

**BUDGETARY COMPARISON  
PARK JULY - NOVEMBER 2015**

	PARK	Jul - Nov 15	Budget
<b>Income</b>			
311.00 · Interest Income		1.43	0.60
<b>315.00 · Intergovernmental Revenues</b>			
315.70 · SB 90 Reimbursement		7,273.00	
315.75 · Measure A Prior Year Carryover		-	27,053.00
315.80 · Measure A Funds		15,943.96	27,387.00
315.85 · Advanced Measure A Funds		-	10,000.00
<b>Total 315.00 · Intergovernmental Revenues</b>		<b>23,216.96</b>	<b>64,440.00</b>
<b>320.00 · Contributions Income</b>			
320.25 · Prior Year Carryover		-	1,500.00
320.20 · Restricted - Other		-	1,500.00
<b>Total 320.20 · Restricted</b>		<b>-</b>	<b>3,000.00</b>
320.35 · Prior Year Carryover		-	10,693.00
320.30 · Unrestricted - Other		25.00	-
<b>Total 320.30 · Unrestricted</b>		<b>25.00</b>	<b>10,693.00</b>
320.00 · Contributions Income - Other		150.00	
<b>Total 320.00 · Contributions Income</b>		<b>175.00</b>	<b>13,693.00</b>
322.00 · Park Use Rental - Other		345.00	450.00
<b>Total 322.00 · Park Use Rental</b>		<b>345.00</b>	<b>450.00</b>
322.60 · Water Tower PGE		350.00	350.00
<b>340.00 · Grants</b>			
340.10 · Board of Supervisors		-	10,774.00
340.20 · Dean Witter Foundation		-	9,000.00
<b>Total 340.00 · Grants</b>		<b>-</b>	<b>19,774.00</b>
<b>Total Income</b>		<b>24,088.39</b>	<b>98,707.60</b>
<b>Expense</b>			
414.71 · Building Repairs		316.70	
<b>414.80 · Measure A</b>			
414.81 · Measure A Project Expenses		514.87	59,000.00
414.82 · Measure A Maintenance Expenses		342.50	225.00
414.83 · PGE Park		363.35	561.77
414.85 · Matching Project Funds		-	7,000.00
<b>Total 414.80 · Measure A</b>		<b>1,220.72</b>	<b>66,786.77</b>
430.00 · Miscellaneous		-	3,000.00
<b>Total Expense</b>		<b>1,537.42</b>	<b>69,786.77</b>
<b>Net Ordinary Income</b>		<b>22,550.97</b>	<b>28,920.83</b>

TVCSD Check Registers  
November 2015

Date	Name	Memo	Amount	Balance
<b>131.44</b>	<b>Bank of Marin - Sewer</b>			<b>79,708.21</b>
11/02/2015		Deposit	115.50	79,823.71
11/02/2015	Nelson Staffing	2.5 hours 10/25	-87.38	79,736.33
11/10/2015	PGE		-37.88	79,698.45
11/11/2015	Nelson Staffing	3 hours Hammond	-104.85	79,593.60
11/11/2015	Phillips & Associates	November	-5,645.54	73,948.06
11/13/2015	AT&T Uverse	10/7-11/6 plant with credit for reinstat fee Oct	-74.49	73,873.57
11/13/2015	Melinda K. Bell	57.25 hours October	-2,003.75	71,869.82
11/13/2015	Nelson Staffing	11/8 3.25 hrs	-113.59	71,756.23
11/13/2015	USA North	annual dues	-162.65	71,593.58
11/13/2015	SWRCB	WD-0114392 2015/2016 permit	-1,044.00	70,549.58
11/23/2015	Nelson Staffing	11/9-11/15 4 hours	-139.80	70,409.78
11/23/2015	AT&T Uverse	10/11-11/10/15 138729848	-121.24	70,288.54
11/23/2015	Tomales Regional Histroy Center		63.00	70,351.54
<b>Total 131.44 - Bank of Marin - Sewer</b>				<b>70,351.54</b>
<b>131.48</b>	<b>Bank of Marin - Solar</b>			<b>34,927.34</b>
11/05/2015		Deposit	2,432.20	37,359.54
11/18/2015		Deposit	1,100.32	38,459.86
<b>Total 131.48 - Bank of Marin - Solar</b>				<b>38,459.86</b>
<b>131.46</b>	<b>Bank of Marin - Park Account</b>			<b>88,770.13</b>
11/11/2015	Digitech Reprographics	inv #301987	-28.87	88,741.26
11/11/2015	City of Hope	refund bike ride 10/16/15 deposit	-200.00	88,541.26
11/11/2015	PGE	397 kwh 9/26-10/29	-98.01	88,443.25
11/12/2015		Deposit	25.00	88,468.25
11/23/2015	Henry Elfstrom		70.00	88,538.25
11/24/2015	Ferguson Plumbing	2 bathroom faucets and connectors	-316.70	88,221.55
<b>Total 131.46 - Bank of Marin - Park Account</b>				<b>88,221.55</b>

TVCSD Sewer Enterprise  
 Unpaid Bills Detail  
 As of November 30, 2015

	Date	Num	Open Balance
<b>Capital One Bank</b>			
	10/09/2015	Sonic	19.95
	10/30/2015	new checks	26.95
	11/06/2015	Sonic	19.95
Total Capital One Bank			66.85
<b>City National Bank</b>			
	11/01/2015	annual lease payment	17,941.18
Total City National Bank			17,941.18
<b>Marin County Dept of Public Works</b>			
	11/23/2015	60-0549	282.50
Total Marin County Dept of Public Works			282.50
<b>Municipal Finance Corp.</b>			
	11/01/2015	annual admin fee	750.00
Total Municipal Finance Corp.			750.00
<b>Nelson Staffing</b>			
	11/27/2015	4 Hours 11/22	139.80
Total Nelson Staffing			139.80
<b>Phillips &amp; Associates</b>			
	12/01/2015	December	6,222.55
Total Phillips & Associates			6,222.55
<b>SWRCB SRF Loan</b>			
	11/01/2015	98843-550-0	24,137.68
Total SWRCB SRF Loan			24,137.68
<b>TOTAL</b>			<b>49,540.56</b>

FINANCIAL ADVISORY COMMITTEE MEETING MINUTES

TOMALES VILLAGE COMMUNITY SERVICES DISTRICT

Monday, November 16, 2015

Present: Deborah Parrish, Donna Clavaud, Melinda Bell

Absent: Venta Leon, Chick Petersen

Deborah Parrish convened the meeting at 6:45 pm and Donna Clavaud recorded the minutes. There was a quorum to conduct business.

**1. Leadership Roles and Priorities for 2016:**

We reviewed our FAC policy definition and talked briefly about the need to have strong leadership as we move forward and develop financial policies and a 5-year Financial Plan. Deborah and I agreed it would be most appropriate if Melinda Bell act as our new Chairperson in her Financial Services position with TVCSD. This way she could keep FAC on track to fulfill its central purpose on behalf of the District.

Deborah Parrish made a motion to nominate Melinda Bell as Chair and Donna Clavaud seconded the motion. The motion passed. Melinda agreed to this. Donna Clavaud will continue to record the minutes.

We discussed FAC Priorities and made the following list:

- \*convey need for new TVCSD 5-year Strategic Plan
- \*Develop 5 & 10 year Financial Plans
- \*Develop a set of Financial Policies for TVCSD
- \*Finalize a Draft Policies & Procedures Manual (a minimum standard product that we can utilize and refine over time)
- \*Re-visit SUSD Negotiations on Contract

**Next Meeting Agenda:**

\*Prepare an Orientation Packet for new Board Members for January Kick-off. Melinda suggests we include Brown Act information, online required training and Form 7000.

We need to address the question: What do we need to be effective Board members?

\*Put together a draft Policy and Procedures Manual for distribution.

The next meeting is scheduled for Monday, December 7, 2015 at 6:30pm.

The meeting was adjourned at 8:10 pm.

## SERVICES CONTRACT

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

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

**2. Term.** The Effective Date of this Contract is December 15, 2015. It shall remain in effect for One year, unless terminated earlier in accordance with the provisions set forth below in Sections 6 and 7 below.

**3. Additional Terms.** Additional terms and provisions of this Contract, including the description of the services to be provided and the agreement concerning compensation and reimbursement of expenses, are set forth in the Addendum to Services Contract attached hereto and incorporated into this Contract by this reference.

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

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

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

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

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

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

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

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

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

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

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

**D.** The right to money damages;

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

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

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

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

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

**10. Notices.** Notices permitted or required under this Contract shall be sent: (a) to Contractor by delivery to the Contractor's primary contact person identified in the attached Addendum to Services Contract; (b) to the District by delivery to Tomales Village Community Services District, PO Box 303, Tomales, CA 94971; or (c) to such other address that the party may designate by notice to the other which is given in

accordance with the terms of this paragraph. Notice shall be deemed to have been given five (5) days after being sent by Registered or Certified Mail, postage prepaid, return receipt requested.

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

**A.** Workers Compensation, at the statutory amounts in compliance with state laws.

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

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

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

**E.** Operations and Maintenance contractors shall include a pollution endorsement in their policies.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TOMALES VILLAGE  
COMMUNITY SERVICES DISTRICT

(Contractor)

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: Jane Whit Date: 12-1-15

Title: \_\_\_\_\_

Title: Principal

## ADDENDUM TO SERVICES CONTRACT

### A. Contractor's Primary Contact person.

Jose L. Ortiz, P.E.

Name

574 Pintail Court

Street Address

Vacaville, CA 95688-2650

City, State and ZIP Code

(707) 330-3542

Telephone Number

(707) 452-0944

Alternate Telephone Number

### B. Services to be Provided.

The Services to be provided under this Contract are summarized in the attached Scope of Work and described in detail in the attached Request for Proposal ("RFP") which is hereby incorporated into this Services Contract by this reference.

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

### C. Compensation and Reimbursement of Expenses.

Jose L. Ortiz's hourly rate is \$125.00

Travel from Vacaville to Tomales will be billed at 50% of the hourly rate, \$62.50.

Miscellaneous direct costs and reimbursable expenses:

- Mileage will be charged at \$0.575 per mile (or current Federal rate)
- Project-related expenses will be billed at cost plus 10%. All project-related expenses must be pre-approved by the Tomales Valley Community Services District

Contractor agrees to perform the agreed scope of services for a not-to-exceed limit of \$40,000.00.

#### 1. NON-SCHEDULED WORK

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

2. DISTRICT INITIATED WORK

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

3. EMERGENCIES

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

4. PROPOSED BUDGET:

Task	Hours (Annually)	Rate	Total
1. General Management Functions	100	\$125.00	\$12,500.00
2. Administrative Support	120	\$125.00	\$15,000.00
3. Sewer System Administration	80	\$125.00	\$10,000.00
4. Direct costs or reimbursable expenses (Mileage, printing, etc.)		L.S.	\$1,000
<b>Total</b>	<b>300*</b>	<b>\$125.00</b>	<b>\$38,500.00</b>

\*It is anticipated that approximately 32 hours of work per month will be required during the first three months of this contract to assess the District's needs. Thereafter, it is anticipated that 20-24 hours of work per month will be required to conduct normal management functions listed in the scope of work.

## Scope of Work

Services to be provided for this contract are in 3 primary areas and include:

1. Routine services to conduct the required general management functions. These services include:
  - Interface with community members, conduct surveys, and assimilate relevant information; receive complaints and forward to the Board.
  - As directed by the Board, coordinate bid proposals and contracts for regular operations work to be performed.
  - Adhere to all local and state laws and advise Board on changes to said laws and address compliance issues.
  - Submit regulatory reports to local and state agencies as required.
  - Coordinate with District Administrative Support Section and with Finance Section staff.
2. Provide Administrative support, including:
  - Gather backup information for ongoing Board discussions of the annual budget process.
  - Adhere to TVCSD Reserve Policy goals and objectives and assure that required funds are being added regularly and that use of funds follows TVCSD CIP protocols.
  - Assist with documentation of policies; maintain historical and reference documents.
3. Sewer System Administration, including:
  - Oversee contract with sewer operations and maintenance contractor, insure performance standards are being met; oversee annual review of performance contract.
  - Devise and maintain work order system. Maintain record book.
  - Coordinate all new sewer hook-ups and insure they are all inspected and meet District standards according to ordinances and specifications.
  - Maintain maps of all sewer components and new hook-ups and annexations.
  - Assure the sewer maintenance schedule is adhered to and effective at all times.
  - Oversee all capital improvement projects as directed by the Board and Standing Committees.
  - Coordinate Sewer Plant Tours.
4. Other duties as directed by the Board.