



# TAMALPAIS COMMUNITY SERVICES DISTRICT

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## TCSD BOARD OF DIRECTORS MEETING AGENDA

WEDNESDAY, NOVEMBER 8, 2023

REGULAR SESSION AT 7:00PM

TAM VALLEY COMMUNITY CENTER, 203 MARIN AVENUE, MILL VALLEY 94941

1. CALL TO ORDER

2. ROLL CALL President Steffen Bartschat

Directors: Vice President Jeff Brown, Jim Jacobs, Steve Levine, and Matt McMahon

3. APPROVE AGENDA

4. PUBLIC EXPRESSION

*Members of the public are invited to address the Board concerning topics which are not listed on the Agenda (If an item is agendaized, interested persons may address the Board during the Board's consideration of that item). Speakers should understand that except in very limited situations, State law precludes the Board from taking action on or engaging in extended deliberations concerning items of business which are not on the Agenda. Consequently, if further consideration is required, the Board may refer the matter to its staff or direct that the subject be added to an agenda for a future meeting. The Board reserves the right to limit the time devoted to this portion of the Agenda and to limit the duration of speakers' presentations.*

5. REGULAR BUSINESS: Board Actions

- A. Receive oral update from the Parks and Recreation Commission (PARC)
- B. Receive monthly financial reports
- C. Receive Quarterly Treasurer's report
- D. Adopt resolution amending investment policy authorizing investment of reserve funds with Wells Fargo Bank, N.A. Allspring Government Money Market Mutual Funds
- E. Discuss event schedule for December 2023 – September 2024
- F. Adopt resolution approving mainline sewer extension agreement with Ruel Calalo and Ana Calalo, owners of the properties at 515 and 531 Tennessee Valley Rd
- G. Award bid to the lowest responsible bidder for the Community Center / Corporate Yard Fence Replacement Project - Phase 1 and approve contingency reserve of \$20,000 for unforeseen field conditions or reject all bids
- H. Adopt resolution authorizing submittal of a Regional Grant Application for CalRecycle SB1383 Local Assistance Grants as Lead Participant for the Special Districts

6. REGULAR BUSINESS: Information Items

- A. General Manager's report including preliminary Board meeting schedule for 2024

- B. Receive Sewer treatment plant update reports: SASM (10-19 meeting canceled) and SMCSO
- C. Board member and/or Subcommittee report

**7. CONSENT CALENDAR**

*All matters listed on the Consent Calendar are considered to be routine and will be enacted by a single action of the Board. There will be no separate discussion unless specific items are removed from the Consent Calendar during adoption of the Agenda for separate discussion and action.*

- A. Approve minutes of October 11, 2023, regular meeting
- B. Approve minutes of October 25, 2023 work session meeting
- C. Approve regular Parks and Recreation Commission (PARC) meeting schedule of the second Friday of every month for 2024

**8. FUTURE AGENDA ITEMS**

- A. Review of meeting
- B. Board input for future Board Meetings

**9. ADJOURN TO CLOSED SESSION**

PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Government Code section 54957  
Title: General Manager

Report out of Closed Session

**10. ADJOURNMENT**

**NEXT REGULAR BOARD WORK SESSION**

**November 22, 2023**

**CANCELED**

***Happy Thanksgiving!***

**NEXT REGULAR BOARD MEETING**

**December 13, 2023**

**7:00pm**

***Tam Valley Community Center***

***Holiday Reception to follow after the meeting***



# TAMALPAIS COMMUNITY SERVICES DISTRICT

## Staff Report

November 08, 2023

**TO: BOARD OF DIRECTORS**

**FROM: SARAH MEHTAR, FINANCE AND PROGRAMS MANAGER**

**SUBJECT: RECEIVE MONTHLY FINANCIAL REPORTS**

### RECOMMENDATION

Receive and file the October 2023 financial reports.

### BACKGROUND

In the fall of 2021, the TCSD Financial Reporting Ad Hoc Committee provided additional recommendations regarding reports and the schedule to reflect industry standards and provide improved transparency into TCSDs finances. TCSD staff continues to provide all required financial reporting.

### Schedule of Reports

Disbursements (checks & credit card register)	Monthly
Budget year-to-date report	Monthly
CIP project expenditure report	Quarterly
Measure A expenditure report	Quarterly
Treasurer's report	Quarterly
Audited financial statements	January
Proposed and adopted budgets	May and June
Multi-year financial plans	As needed
Mid-year budget report	Jan or Feb

Please note that Fiscal Year Quarters are as follows:

- |                                     |                    |
|-------------------------------------|--------------------|
| 1 <sup>st</sup> Quarter (July-Sept) | Report in November |
| 2 <sup>nd</sup> Quarter (Oct-Dec)   | Report in February |
| 3 <sup>rd</sup> Quarter (Jan-Mar)   | Report in May      |
| 4 <sup>th</sup> Quarter (Apr-June)  | Report in August   |

The staff quarterly reports lag the actual quarters because the Board meets the Second Wednesday of each month. As a result, often the data cannot be compiled and analyzed by the Board meeting after the quarter ends. However, from time to time, a quarterly report may be delayed by an additional month due to other factors (e.g., vacations), but for the most part staff will meet the above schedule.

**DISCUSSION**

As of October 31, 2023, TCSD had the following cash and investment balances:

<b>Institution</b>	<b>Account</b>	<b>30-Sep-23</b>	<b>31-Oct-23</b>
Wells Fargo	General Checking	\$ 614,838.56	\$ 219,364.37
Wells Fargo	General Savings	\$ 811,521.37	\$ 890,028.73
Wells Fargo	General Merchant Services	\$ 31,511.51	\$ 34,375.04
State of CA - LAIF	General Account	\$ 8,478,285.04	\$ 8,558,468.92
<b>Total Balances</b>		<b>\$ 9,936,156.48</b>	<b>\$ 9,702,237.06</b>

TCSD budgets are divided into the District’s three main service areas: a) Wastewater, b) Solid Waste, and c) Parks and Recreation. Wastewater and Solid Waste are proprietary funds based on service fees, whereas the Parks and Recreation fund is a governmental fund supported primarily by ad valorem property tax revenues and Measure A parks funds generated by sales tax revenues. Expenses for each of the three funds are tracked separately.

**MONTHLY REPORTS**

The disbursement reports for October 2023 are attached to this report (Attachment A). The largest disbursement for the period was to Busch Systems, \$26,954.25 for Compost Green Counter-top Buckets with custom logo (Quantity 2,500).

The year-to-date annual budget report (Attachment B) is through the end of October 2023. The report gives the cumulative totals for the fiscal year with budget comparisons. YTD Parks and Recreation revenues are \$137,246.54, which is 11% of the budget. YTD Wastewater revenues are \$145,607.92, which is 2% of the budget. Finally, YTD Solid Waste revenues are YTD \$79,234.80, which is 3% of the budget.

The County disburses rate payments for wastewater and refuse, collected through property tax bills, to public agencies in installments. The District expects its first disbursement for the fiscal year from the County of Marin in December and the second payment is expected in April.

**Quarterly Reports**

Attachments C and D are reports for the first quarter of the fiscal year, which represents activity from July through September 2023.

First of the Measure A disbursements are expected in December, which will approximately be \$67,900. In the first quarter of this fiscal year, \$2,090 has been spent on consultants for projects.

The Wastewater Services current Capital Improvement Projects (CIP) are being funded by the Certificates of Participation (COP) issued in October 2020. The current fiscal year CIP spending through September is \$75,639.00. Phase D is in progress, while other projects are in the design and planning phase.

**FISCAL IMPACT**

N/A

**ATTACHMENTS**

- A. Monthly Disbursement Reports
- B. Year-to-Date Annual Budget Reports
- C. Measure A Year-to-Date Budget Report
- D. Certificates of Participation (COP) Fund Balance



Tamalpais Community Services District  
Disbursements from U.S. Bank Credit Card

Date	Name	Memo	Amount
10/16/2023	TrafficSafetyStore.com	A-frames for Wastewater	\$ 1,604.38
10/12/2023	United Site Services	ADA porta potty	\$ 709.11
10/26/2023	Corte Madera Tow	21: Towed to TEC SF to be diagnosed	\$ 643.75
10/16/2023	Mount Tam Apparel	Tote Bags with TCSD print	\$ 440.00
10/01/2023	Microsoft	Software Licenses	\$ 350.00
10/10/2023	Grainger	Four of First Aid Kits (Metal box)	\$ 319.46
10/21/2023	Uline.com	Bookshelf for Office	\$ 310.12
10/29/2023	Verizon Wireless	Device & Data Plan	\$ 305.00
10/18/2023	Costco	Spaghetti Bingo Food and Drinks	\$ 274.76
10/03/2023	Comcast	Internet Sept 13 - Oct 12 @ 305 Bell Ln.	\$ 255.98
10/10/2023	Go To Communitcations, Inc.	(415)388-6393 Voice & Data Lines and Wireless Services	\$ 251.16
10/04/2023	Grainger	Absorbent Pads and Gloves	\$ 231.08
10/11/2023	Amazon.com	Spaghetti Bingo Supplies	\$ 216.86
10/21/2023	Trader Joe's	Volunteer Appreciation Party Food, Wine & Crafts	\$ 214.23
10/07/2023	Restaurant	Refuse staff Breakfast before Debris Day - 6 people on 10/7	\$ 168.11
10/21/2023	El Pollo Loco	Food for Volunteer Appreciation Party	\$ 152.92
10/03/2023	Comcast	Internet Sept 13 - Oct 12 @ 203 Marin Ave.	\$ 141.59
10/18/2023	Costco	Volunteer Appreciation Party, Board Meeting Supplies	\$ 138.20
10/08/2023	QuickBooks Time, Inc.	Online Time Card Service-Sep 2023	\$ 132.00
10/20/2023	El Pollo Loco	Food for Volunteer Appreciation Party	\$ 131.09
10/13/2023	Grainger	Disinfectant Wipes	\$ 130.49
10/10/2023	Verizon Wireless	Data Plan for Refuse Driver's iPads	\$ 120.48
10/10/2023	BingBanners	Spaghetti Bingo Signage	\$ 108.34
10/06/2023	Terminix	Pest Control Servicing at Community Center & Main Office	\$ 106.00
10/19/2023	Grainger	Repairs to Bench Grinder	\$ 81.89
10/18/2023	Cost Plus World Market	Volunteer Appreciation Gift Wrapping	\$ 75.25
10/12/2023	DKF Solutions Group, LLC	Online Training - Sewer & Stormwater Summit	\$ 75.00
10/23/2023	Amazon.com	Laminating Sheets for P&R Signs	\$ 72.77
10/16/2023	Target	Event Supplies	\$ 68.31
10/26/2023	O'Reilly Auto Parts	1: Oil Service	\$ 62.20
10/18/2023	Amazon.com	Spaghetti Bingo & Volunteer Appreciation Party Supplies	\$ 51.94
10/18/2023	Trader Joe's	Volunteer Appreciation Party Food, Wine & Crafts	\$ 42.99
10/03/2023	Evite	Evite for volunteer party	\$ 32.99
10/20/2023	El Pollo Loco	Food for Volunteer Appreciation Party	\$ 32.76
10/18/2023	Marin Independent Journal	Subscription	\$ 31.66
10/13/2023	Shutter Stock	Stock Images for P&R	\$ 29.00
10/19/2023	Trader Joe's	Spaghetti Bingo Food	\$ 25.29
10/26/2023	Walgreens	Candy for Preparedness Fair at Fire Station	\$ 23.96



Tamalpais Community Services District  
Disbursements from U.S. Bank Credit Card

10/25/2023	O'Reilly Auto Parts	Replace License Plate Light Assembly	\$ 22.81
10/20/2023	Good Earth Natural Foods	Spaghetti Bingo Food	\$ 10.53
10/21/2023	Dollar Tree Stores, Inc.	Volunteer Appreciation Party Crafts	\$ 9.56



Tamalpais Community Services District  
Disbursements from Wells Fargo Transaction Account

Date	Num	Name	Memo	Amount
10/20/2023		QuickBooks Payroll Service	Payroll on 10/20/2023	\$ 62,526.22
10/06/2023		QuickBooks Payroll Service	Payroll on 10/06/2023	\$ 58,783.81
10/20/2023	100609	Busch Systems International Inc.	Compost Green Counter-top Buckets - Qty 2500 (custom stamped logo)	\$ 26,954.25
10/17/2023	100597	Nute Engineering	Engineering Consulting Services	\$ 19,294.50
10/25/2023	100616	Kaiser Foundation Health Pln	November 2023 Medical	\$ 16,847.04
10/18/2023	100600	County of Marin DOF Payroll	Retiree Health Insurance Premiums Jul-Sep 2023	\$ 15,671.67
10/17/2023	100590	Diesel Direct	Diesel, for Above Ground Tank and Underground Storage Tank	\$ 14,868.51
10/20/2023	100607	Marin County Employees Retirement Sys.	PP21 2023 Oct 07 - Oct 20, 2023	\$ 13,429.65
10/06/2023	100570	Marin County Employees Retirement Sys.	PP20 2023 Sept 23 - Oct 06, 2023	\$ 12,773.17
10/04/2023	100523	U. S. Bank Corporate Payment System	Credit Card Purchases - Statement Sept 22, 2023	\$ 12,694.73
10/17/2023	100585	Marin Resource Recovery Center	Green Waste, 103.04 Tons @ \$102.48/T, Sept 27-30, 2023	\$ 10,559.15
10/17/2023	100595	Cintas	Carpets, Towels, Soap	\$ 9,131.97
10/17/2023	100584	CSDA - Calif. Spc. Districts Assoc.	2024 Membership Renewal	\$ 9,000.00
10/04/2023	100556	J W Mobile/Napa Truck Service	21: Towed to Shop and then to SF Isuzu; 12: New parts PTO, Hyd Pump; 15: Check inoperable lights, Contaminated Hyd Flush Oil; 93: BIT inspection; Repair windshield, Replace Lights; Check Inop PTO and backup alarm;	\$ 8,569.06
10/04/2023	100555	Calcon Systems, Inc.	All Pump Stations Maintenance Work Performed	\$ 5,760.00
10/17/2023	100593	Jorges Tree Services	Monthly Parks & Open Space Mani.- 3 days/week - Sept	\$ 5,465.00
10/20/2023	100604	Marin County Employees Retirement Sys.	PEPRA W/H PP21 2023 Oct 07 - Oct 20, 2023	\$ 4,992.44
10/06/2023	100567	Marin County Employees Retirement Sys.	PEPRA W/H PP20 2023 Sept 23 - Oct 06, 2023	\$ 4,992.43





Tamalpais Community Services District  
 Disbursements from Wells Fargo Transaction Account

Date	Num	Name	Memo	Amount
10/17/2023	100598	Nute Engineering	July Engineering Services Project	\$ 4,957.50
10/18/2023	100601	Access E11	Renewal One Year Subscription - Multiple system users with 1 Case Office	\$ 4,945.00
10/17/2023	100592	Jet Mulch, Inc.	Engineered Wood Fiber for Kay Park & Eastwood Park (85 to 100 cu.yd	\$ 4,811.06
10/04/2023	100560	Roy's Sewer Service, Inc.	Maint. Cleaning Multiple Segments	\$ 4,631.25
10/04/2023	100554	Cagwin & Dorward	Durant Way - Remove 5 Monterey Pines	\$ 4,500.00
10/01/2023	100596	Aronson, Wendy	Refund - Base Charge Adjusted for 2020, 2021, 2022 (Duplex to Single-family)	\$ 4,133.18
10/04/2023	100553	BiRite	Food for Oktoberfest	\$ 3,487.56
10/20/2023	100611	Teamsters Anthem PPO	Medical Insurance Premium- Oct	\$ 3,303.26
10/25/2023	100617	Teamsters Anthem PPO	Medical Insurance Premium- Nov	\$ 3,303.26
10/18/2023	100603	Optic Fuel Clean of CA	Cleaned Two Underground Fuel Tanks	\$ 3,037.40
10/17/2023	100588	Bay Cities Refuse Service, Inc.	Good Earth, Dumping Trash Compactor Sept. 2023, 8 Trips, 10.50	\$ 2,556.40
10/17/2023	100591	Energy Systems	Generator Load Bank Test Bell Lane Pump Station	\$ 2,550.00
10/04/2023	100566	Pacific Window Cleaning & Janitorial, Inc	Cleaning Services September 2023	\$ 1,800.00
10/04/2023	100552	AT&T	Office Data Lines, Wireless Services Bunce Pump Station & Comm. Ctr. Alarm Phone Lines	\$ 1,746.01
10/17/2023	44397	Delta Dental	Oct 2023 Employee Dental Coverage	\$ 1,630.86
10/17/2023	100583	Miller Pacific Engineering Group	Geotechnical Services- Storm Damage Consultation	\$ 1,610.00
10/20/2023	100612	Urban Forestry Associates Inc	Site inspections and Consulting	\$ 1,410.00
10/04/2023	100559	Pacific Gas & Electric	Office, Shop, Cabin and CC Gas & Electricity and Kay Park and Eastwood Electricity	\$ 1,326.04
10/17/2023	100594	TEC Equipment, Inc.	21: Towed in, Automatic Transmission Service	\$ 999.59
10/04/2023	100565	Calcon Systems, Inc.	Bunce Stn. Battery Service	\$ 948.24



Tamalpais Community Services District  
 Disbursements from Wells Fargo Transaction Account

Date	Num	Name	Memo	Amount
10/04/2023	100564	Wells Fargo Fin. Lse. - RMC	Copier Lease 9/20- 10/19/23	\$ 650.90
10/04/2023	100563	Veterans Covert Protection Group	Final payment for Oktoberfest Event Security	\$ 624.00
10/20/2023	100608	Best Best & Kreiger	Attorney fees - Sep	\$ 580.50
10/04/2023	100557	Matrix Computer Solutions	IT services	\$ 534.74
10/06/2023	100568	Employee Personal W/H	Employee Personal W/H	\$ 500.00
10/20/2023	100605	Employee Personal W/H	Employee Personal W/H	\$ 500.00
10/17/2023	100587	Atco Pest Control	Pest Control for Eastwood Park and Community Center	\$ 450.00
10/27/2023	100619	Stagg, Gretchen (v)	Reimbursement for Food Purchased for Spaghetti Bingo 10/20	\$ 445.94
10/17/2023	100589	Burkell Plumbing Inc.	Test Backflow Device at 3 locations - Bell Ln Pump Stn., Office and Kay Park	375.00
10/25/2023	100618	XIO, Inc.	Flow Meter Monitoring at Bob Bunce Pump Station	282.00
10/20/2023	100610	Miller Starr Regalia	Greene Vs. Kenyon Litigation, September 2023	280.00
10/04/2023	100558	North Bay Bottling	Drinking Water Sep'23	270.00
10/04/2023	100549	Schwartz, Jack (v)	Reimbursement Seniors' Lunches	184.25
10/04/2023	100561	Stericycle, Inc.	October 2023 Medical Waste Services	176.82
10/18/2023	100602	Schwartz, Jack (v)	Reimbursement Seniors' Lunches	141.80
10/11/2023	44161	VSP Vision Service Plan (CA)	Employee Vision Coverage Oct (old note- mar)	133.67
10/17/2023	100586	AT&T (Internet)	Internet Svc.	128.40
10/11/2023	100582	Marin Independent Journal	Classified Advertising of Ordinance No.100 for Sewer Private Laterals	120.75
10/06/2023	100569	Teamsters Anthem PPO	Medical Insurance Premium - Oct	119.67
10/20/2023	100606	Teamsters Anthem PPO	Medical Insurance Premium - Nov	119.67
10/04/2023	100562	Toy, Garrett (v)	Reimburse for TCSD Expenses (Oktoberfest- Costco Food)	114.86
10/04/2023	100550	Access Answering Service	Answering Service - Sept-Oct	92.00
10/20/2023	100615	The Urban Farmer Store	Irrigation Parts for Parks	37.44
10/15/2023	44396	Optum Financial (COBRA)	Sept- COBRA Administration for TCSD Staff	4.44



**TAMALPAIS COMMUNITY SERVICES DISTRICT**  
**Year-to-Date Budget Report**  
**FY 2023-24**

ATTACHMENT B

<b>WASTEWATER DEPT.</b>				
	Oct 2023 (33% of year)	Budget 2023-24	% of Budget Spent	Comments
Ordinary Revenue/Expense				
Revenue				
4101 · Sanitation Service Charges	\$ (8,359.79)	\$ 6,032,000	0%	
4103 · Permits/Lateral Connection Fees	\$ 6,856.00	\$ 31,200	22%	
4104 · Muir Woods Sanitation Svc. Chrg.	\$ 74,545.37	\$ 55,906	133%	
4420 · Interest Revenue	\$ 72,566.34	\$ 26,700	272%	
<b>Total Revenue</b>	<b>\$ 145,607.92</b>	<b>\$ 6,145,806</b>	<b>2%</b>	
Expense				
5010 · Salaries				
5011 · Wages and P.T.O	\$ 127,285.71	\$ 391,820	32%	
5012 · Overtime Pay	\$ 1,224.79	\$ 4,543	27%	
5013 · Performance Recognition	\$ -	\$ 7,816	0%	
5014 · Temporary Help	\$ 891.67	\$ 8,295	11%	
<b>Total 5010 · Salaries</b>	<b>\$ 129,402.17</b>	<b>\$ 412,474</b>	<b>31%</b>	
5020 · Employee Benefits				
5021 · Health Insurance	\$ 14,750.57	\$ 54,017	27%	
5022 · Retirement Contributions	\$ 24,717.12	\$ 73,315	34%	
5023 · Social Security and Medicare	\$ 9,483.50	\$ 31,400	30%	
5024 · Retiree Medical Insurance	\$ 132.75	\$ -	100%	Allowances
5025 · Other Employee Benefit	\$ 5,251.96	\$ 22,822	23%	
5026 · Reserve-Retiree Medical Insu.	\$ -	\$ 24,860	0%	
<b>Total 5020 · Employee Benefits</b>	<b>\$ 54,335.90</b>	<b>\$ 206,414</b>	<b>26%</b>	
5110 · Wastewater Treatment Expense				
5111 · SMCSO Sewage Treatment O&M	\$ -	\$ 2,439,558	0%	
5121 · SASM Sewage Treatment & Capital	\$ -	\$ 160,017	0%	
5131 · Almonte and Homestead Svc Fees	\$ -	\$ 9,000	0%	
<b>Total 5110 · Wastewater Treatment Expense</b>	<b>\$ -</b>	<b>\$ 2,608,575</b>	<b>0%</b>	
5140 · Sewer System Maint. & Repair				
5330 · Tree & Landscaping	\$ -	\$ 10,000	0%	
5400 · TCSD Board Fees	\$ 1,478.00	\$ 5,000	30%	
5401 · Professional Services	\$ 5,518.80	\$ 60,000	9%	
5420 · Staff Training & Travel Expense	\$ 370.36	\$ 7,381	5%	
5425 · Office and Technology	\$ 6,208.42	\$ 19,200	32%	
5430 · Telephone and Alarms	\$ 4,445.23	\$ 15,000	30%	
5431 · Public Communications	\$ 120.75	\$ 7,000	2%	
5432 · Insurance	\$ 45,442.86	\$ 55,000	83%	
5437 · Miscellaneous	\$ -	\$ 1,000	0%	
5438 · Fees and Permits	\$ 6,801.77	\$ 37,000	18%	
5439 · Utilities	\$ 2,461.96	\$ 9,000	27%	
5440 · Fuel Expense	\$ 5,090.56	\$ 12,000	42%	
5450 · Maintenance and Supply	\$ 9,693.43	\$ 100,000	10%	
5470 · Yard & Bldg. Improvements	\$ -	\$ 10,000	0%	
5483 · Debt Issuance Costs	\$ -	\$ 1,340,000	0%	
<b>Total Expense</b>	<b>\$ 364,914.47</b>	<b>\$ 5,140,044</b>	<b>7%</b>	



**TAMALPAIS COMMUNITY SERVICES DISTRICT**  
**Year-to-date Budget Report**  
**FY 2023-24**

**SOLID WASTE DEPT.**

	Oct 2023 (33% of year)	Budget 2022-23	% of Budget Spent	Comments
<b>Ordinary Revenue/Expense</b>				
<b>Revenue</b>				
4201 · Solid Waste Service Charges	\$ 46,455.68	\$ 2,797,000	2%	
4202 · Other Solid Waste Services	\$ 8,651.00	\$ 7,600	114%	
4410 · Donations/Fundraising/Grants	\$ -	\$ 5,000	0%	
4420 · Interest Revenue	\$ -	\$ 18,690	0%	
<b>Total Revenue</b>	<b>\$ 55,106.68</b>	<b>\$ 2,828,290</b>	<b>2%</b>	
<b>Expense</b>				
5010 · Salaries				
5011 · Wages and P.T.O	\$ -	\$ 699,737	0%	
5012 · Overtime Pay	\$ 701.20	\$ 52,934	1%	
5013 · Performance Recognition	\$ -	\$ 13,642	0%	
5014 · Temporary Help	\$ 9,110.40	\$ 25,000	36%	
<b>Total 5010 · Salaries</b>	<b>\$ 9,811.60</b>	<b>\$ 791,313</b>	<b>1%</b>	
5020 · Employee Benefits				
5021 · Health Insurance	\$ 21,769.90	\$ 141,000	15%	
5022 · Retirement Contributions	\$ 479.36	\$ 181,132	0%	
5023 · Social Security and Medicare	\$ 137,246.54	\$ 58,930	233%	
5024 · Other Employee Benefits	\$ 137,246.54	\$ -	100%	Allowances
5025 · Retiree Medical Insurance	\$ -	\$ 43,616	0%	
5026 · Reserve-Retiree Medical Insu.	\$ -	\$ 27,940	0%	
<b>Total 5020 · Employee Benefits</b>	<b>\$ 296,742.34</b>	<b>\$ 452,618</b>	<b>66%</b>	
5210 · Solid Waste Disposal Expense				
5211 · Waste Disposal Fees	\$ 13,463.71	\$ 190,937	7%	
5212 · Recycling Fees	\$ 125,165.01	\$ 50,000	250%	
5213 · Green Waste Disposal Fees	\$ 128,913.84	\$ 116,284	111%	
5214 · Debris Day Expenses	\$ 3,828.11	\$ 21,679	18%	
<b>5210 · Solid Waste Disposal Expense</b>	<b>\$ 271,370.67</b>	<b>\$ 378,900</b>	<b>72%</b>	
5400 · TCSD Board Fees	\$ -	\$ 3,500	0%	
5401 · Professional Services	\$ -	\$ 185,000	0%	
5420 · Staff Training & Travel Expense	\$ 1,078.77	\$ 3,300	33%	
5425 · Office and Technology	\$ 5,950.00	\$ 20,000	30%	
5430 · Telephone and Alarms	\$ 920.00	\$ 7,300	13%	
5431 · Public Communications	\$ -	\$ 25,000	0%	
5432 · Insurance	\$ 1,050.00	\$ 79,000	1%	
5437 · Miscellaneous	\$ -	\$ 1,040	0%	
5438 · Fees and Permits	\$ 1,544.00	\$ 43,300	4%	
5439 · Utilities	\$ -	\$ 3,600	0%	
5440 · Fuel Expense	\$ 1,467.00	\$ 91,500	2%	
5450 · Maintenance and Supply				
5451 · General Supplies	\$ 3,277.00	\$ 3,448	95%	
5452 · Maint. & Supply Contract Svc	\$ -	\$ 14,801	0%	
5454 · Vehicle Repair & Maint.	\$ 241.82	\$ 210,000	0%	
5456 · Bridge Tolls	\$ 241.82	\$ 4,268	6%	
5457 · Solid Waste Carts & Bins	\$ -	\$ 38,737	0%	
5461 · Meeting Supplies	\$ -	\$ 814	0%	
<b>Total 5450 · Maintenance and Supply</b>	<b>\$ 3,760.64</b>	<b>\$ 272,068</b>	<b>1%</b>	
5470 · Yard & Bldg. Improvements	\$ -	\$ 10,000	0%	
5471 · Minor Equipment	\$ -	\$ 4,600	0%	
5472 · Donations/Grants Paid Expenses	\$ -	\$ 5,000	0%	
Vehicle Lease	\$ -	\$ 44,900	0%	
<b>Total Expense</b>	<b>\$ 593,695.02</b>	<b>\$ 2,421,940</b>	<b>25%</b>	



TAMALPAIS COMMUNITY SERVICES DISTRICT  
 Year-to-date Budget Report  
 FY 2023-24

ATTACHMENT B

PARKS AND RECREATION DEPT.

	Oct 2023 (33% of year)	Budget 2023-24	% of Budget Spent	Comments
Ordinary Revenue/Expense				
Revenue				
4301 · Taxes	\$ 46,455.68	\$ 1,058,250	4%	
4303 · Tia's After School Program Rev	\$ 24,706.00	\$ 30,600	81%	
4310 · Facilities Rental & Fees	\$ 8,651.00	\$ 28,350	31%	
4320 · Park Rentals	\$ 924.00	\$ 2,730	34%	
4330 · Class Fees	\$ 9,915.00	\$ 30,906	32%	
4350 · TCSD Event Revenue	\$ 24,345.60	\$ 73,800	33%	
4410 · Donations/Fundraising/Grants	\$ -	\$ 4,899	0%	
4420 · Interest Revenue	\$ 21,769.90	\$ 8,010	272%	
4430 · Miscellaneous Revenue	\$ 479.36	\$ 2,040	23%	
Total Revenue	\$ 137,246.54	\$ 1,239,585	11%	
Expense				
5011 · Wages and P.T.O	\$ 128,913.84	\$ 423,104	30%	
5012 · Overtime Pay	\$ 3,828.11	\$ 6,544	58%	
5013 · Performance Recognition	\$ -	\$ 8,448	0%	
5014 · Temporary Help	\$ 9,714.88	\$ 38,064	26%	
Total 5010 · Salaries	\$ 142,456.83	\$ 476,160	30%	
5020 · Employee Benefits				
5021 · Health Insurance	\$ 22,923.89	\$ 60,000	38%	
5022 · Retirement Contributions	\$ 25,138.75	\$ 79,244	32%	
5023 · Social Security and Medicare	\$ 11,071.67	\$ 40,000	28%	
5024 · Other Employee Benefits	\$ 166.50	\$ -	100%	Allowances
5025 · Retiree Medical Insurance	\$ 937.67	\$ 4,360	22%	
5026 · Reserve-Retiree Medical Insu.	\$ -	\$ 9,350	0%	
Total 5020 · Employee Benefits	\$ 60,238.48	\$ 192,954	31%	
5300 · Events Expense	\$ 40,546.37	\$ 76,450	53%	
5330 · Tree & Landscaping Services	\$ 6,870.00	\$ 30,000	23%	
5331 · Landscaping Contract Svc	\$ 16,565.00	\$ 73,000	23%	
5332 · McGlashan Trail Maintenance	\$ 1,050.00	\$ 4,500	23%	
5333 · Vegetation Management	\$ 268.00	\$ 40,000	1%	
5340 · Instructor Fees	\$ 10,439.00	\$ 9,647	108%	
5341 · Tia's Afterschool Program Exp	\$ 3,228.13	\$ 11,434	28%	
5400 · TCSD Board Fees	\$ 1,544.00	\$ 5,529	28%	
5401 · Professional Services	\$ 3,277.00	\$ 35,000	9%	
5420 · Staff Training & Travel Expense	\$ 241.82	\$ 6,000	4%	
5425 · Office and Technology	\$ 5,314.61	\$ 18,847	28%	
5430 · Telephone and Alarms	\$ 5,094.47	\$ 14,542	35%	
5431 · Public Communications	\$ 2,344.71	\$ 3,846	61%	
5432 · Insurance	\$ 22,988.93	\$ 37,240	62%	
5437 · Miscellaneous	\$ -	\$ 473	0%	
5438 · Fees and Permits	\$ 5,969.79	\$ 24,841	24%	
5439 · Utilities	\$ 9,492.05	\$ 19,995	47%	
5440 · Fuel Expense	\$ 4,490.54	\$ 4,458	101%	
5450 · Maintenance and Supply				
5451 · General Supplies	\$ 1,041.18	\$ 9,580	11%	
5452 · Maint. & Supply Contract Svc	\$ 10,358.30	\$ 23,966	43%	
5454 · Vehicle Repair & Maint.	\$ 113.29	\$ 3,854	3%	
5458 · Cabin/Comm.Ctr. Maint. & Supply	\$ 403.60	\$ 8,655	5%	
5459 · Park Maint.	\$ 6,671.05	\$ 10,729	62%	
5461 · Meeting Supplies	\$ 296.59	\$ 866	34%	
Total 5450 · Maintenance and Supply	\$ 18,884.01	\$ 57,650	33%	
5470 · Yard & Bldg. Improvements	\$ -	\$ 10,000		
5471 · Minor Equipment	\$ -	\$ 3,432	0%	
Total Expense	\$ 361,303.74	\$ 1,155,998	31%	



**Tamalpais Community Services District**  
**MEASURE A FUNDS**  
**Fiscal year 2023-2024**

ATTACHMENT C

Sep 2023 (25% of FY)	Budget FY 23/24
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**Sources of Funds**

Estimated Balance from Prior Years	\$ 151,924.28	\$ 151,924.28
FY23/24 Disbursements	0	\$ 135,899.38
<b>Total Funds</b>	<b>\$ 151,924.28</b>	<b>\$ 287,823.66</b>

**Planned Work**

Community Center Stage Accessibility Improvements	\$ -	\$ 110,000.00
Community Center Bathroom Remodel	\$ 2,090.00	\$ 125,050.00
Community Center Fence	\$ -	\$ 50,000.00
Cabin Improvements	\$ -	\$ 30,000.00
General Community Center Improvements	\$ -	\$ 65,000.00
TVIC Improvements	\$ -	\$ 9,300.00
<b>Total Expenses</b>	<b>\$ 2,090.00</b>	<b>\$ 389,350.00</b>

<b>Measure A Balance at Fiscal Year End</b>	<b>\$ 149,834.28</b>	<b>\$ (101,526.34)</b>
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TAMALPAIS COMMUNITY SERVICES DISTRICT  
WASTEWATER DEPARTMENT  
Certificates Of Participation (C.O.P.) Funds

ATTACHMENT D

***Certificates Of Participation (C.O.P) Funds Balance Sheet***

**TCSD Accelerated CIP - Comparing Budgeted Plan to Progress Completed**

	FY 20/21 Complete	FY 21/22 Complete	FY 22/23 Complete	FY 23/24 YTD	Total Spent	Forecast Available
Phase A	\$ 48,577.63	\$ 327,135.50	-	\$ -	\$ 375,713.13	
Phase B	\$ 491,589.93	\$ 978,666.01	-	\$ -	\$ 1,470,255.94	
Phase C		\$ 839,264.39	\$ 1,802,079.82	\$ -	\$ 2,641,344.21	
Phase D			\$ 6,910.50	\$ 40,458.20	\$ 47,368.70	\$ 811,036.80
Bell Ln PS		\$ 91,474.65	\$ 149,574.00	\$ 11,188.00	\$ 252,236.65	\$ 3,865,000.00
Bell Ln. Force Main Rehab.		\$ 10,617.50	\$ 44,845.70	\$ 23,993.00	\$ 79,456.20	\$ 2,785,895.44
Hydro-Vactor Truck				\$ -	\$ -	\$ 400,000.00
<b>Total</b>	\$ 540,167.56	\$ 2,247,158.05	\$ 2,003,410.02	\$ 75,639	\$ 4,866,374.83	\$ 7,861,932.24
						<b>\$ 12,728,307.07</b>

\* Engineers estimates and total budget have small differences, that will be resolved as project details are fleshed out.



**TAMALPAIS COMMUNITY SERVICES DISTRICT  
WASTEWATER DEPARTMENT  
Certificates Of Participation (C.O.P.) Funds**

**Project Scopes**

<b>Phase A</b>	Sewer main lining and rehabilitation in steep and heavily wooded areas near Erica Road and Melaleuca Lane, and an area that requires frequent cleaning near a creek in the area of Ash, Spruce, and Pine Streets. An additive alternative includes similarly challenging terrain near Midvale Way and Brookline Ave.
<b>Phase B</b>	Lane and Midvale Way, and an area that requires frequent cleaning near a creek in the area of Ash, Spruce, and Pine Streets totaling about 4500 linear feet. An additive alternative includes similarly challenging terrain near Brookline, Northern Ave, Dolan and Lowell of about 1500 linear feet.
<b>Phase C</b>	Sewer main lining and rehabilitation of estimated 12,000 linear feet in steep and heavily wooded areas near Dolan, Sheffield, Lowell, Peralta, Fern and areas that require frequent cleaning with hand equipment. An additive alternative includes the sewer main on Morning Sun.
<b>Phase D</b>	Sewer main lining and rehabilitation on Poplar, Pine, Marin, Spruce, Ash, in alignment with August 2020 adopted CIP.
<b>Bell Ln PS</b>	Major rehabilitation of TCSD's main pump station for safety, reliability, modernization of controls and reporting.
<b>Force Main</b>	Rehabilitate FM to reduce leakage risk, reduce corrosion, increase protection from external damage, new thick wall HDPE lining material is easier to repair.
<b>Hydro-Vector Truck</b>	Local staged sewer truck for reduced SSO response time, better access to small streets, improve maintenance of pump stations and trouble spots due to sanitary wipes.





# TAMALPAIS COMMUNITY SERVICES DISTRICT

Staff Report  
November 08, 2023

**TO:** BOARD OF DIRECTORS  
**FROM:** GARRETT TOY, TREASURER  
SARAH MEHTAR, FINANCE AND PROGRAMS MANAGER  
**SUBJECT:** RECEIVE QUARTERLY TREASURER'S REPORT

### RECOMMENDATION

Receive the Treasurer's report for the quarter ending September 30, 2023.

### BACKGROUND

The California Government Code requires the Treasurer from all local agencies to file regular written reports to its legislative body on the status of their fund balances. Typically, agencies satisfy this requirement with a quarterly report on their investment portfolio. Ideally, the report should be submitted within 30 days following the end of the quarter covered by the report.

The TCSD report includes all investments managed by the District. Short-term cash is invested primarily in an interest-bearing checking account with our primary banking institution, Wells Fargo. Additional cash is invested in the State Treasurer Local Agency Investment Fund (LAIF) to meet the liquidity needs of the District.

### DISCUSSION

As of October 31, 2023, TCSD had the following cash and investment balances:

Institution	Account	30-Sep-23	31-Oct-23
Wells Fargo	General Checking	\$ 614,838.56	\$ 219,364.37
Wells Fargo	General Savings	\$ 811,521.37	\$ 890,028.73
Wells Fargo	General Merchant Services	\$ 31,511.51	\$ 34,375.04
State of CA - LAIF	General Account	\$ 8,478,285.04	\$ 8,558,468.92
<b>Total Balances</b>		<b>\$ 9,936,156.48</b>	<b>\$ 9,702,237.06</b>

The State of California Local Agency Investment Fund (LAIF) earned 3.59% as the quarterly apportionment rate for the quarter ending September 30, 2023. The LAIF interest rate for September 2023 was 3.534% which is 0.100 percentage points higher from the prior month and 2.021 percentage points higher from September 2022.

The district received \$80,138.88 in interest earnings from LAIF for the quarter ending 09/30/23 (Jul-Sept). Prior to that for the quarter ending 06/30/23 (Apr-Jun), \$64,993.80 in LAIF interest was deposited in July 2023. Hence, the total interest returns received in the current fiscal year is \$145,132.68.

**FISCAL IMPACT**

The adopted FY23-24 budget estimated total interest earned at \$53,400. For FY22-23, TCSD earned approximately \$143,000 in LAIF interest. The adopted FY22-23 budget estimated total interest earned at \$22,000.

**ATTACHMENTS**

- A. LAIF Monthly Statement as of September 30, 2023
- B. LAIF Performance Report

California State Treasurer  
**Fiona Ma, CPA**



ATTACHMENT A

Local Agency Investment Fund  
P.O. Box 942809  
Sacramento, CA 94209-0001  
(916) 653-3001

November 02, 2023

[LAIF Home](#)  
[PMIA Average Monthly Yields](#)

TAMALPAIS COMMUNITY SERVICES DISTRICT

GENERAL MANAGER  
305 BELL LANE  
MILL VALLEY, CA 94941

[Tran Type Definitions](#)

Account Number: [REDACTED]

October 2023 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
10/13/2023	10/12/2023	QRD	1739835	N/A	SYSTEM	80,183.88

**Account Summary**

Total Deposit:	80,183.88	Beginning Balance:	8,478,285.04
Total Withdrawal:	0.00	Ending Balance:	8,558,468.92



## PMIA/LAIF Performance Report as of 10/18/23



### Quarterly Performance Quarter Ended 09/30/23

LAIF Apportionment Rate <sup>(2)</sup> :	3.59
LAIF Earnings Ratio <sup>(2)</sup> :	0.00009812538629360
LAIF Administrative Cost <sup>(1)*</sup> :	0.29
LAIF Fair Value Factor <sup>(1)</sup> :	0.986307739
PMIA Daily <sup>(1)</sup> :	3.48
PMIA Quarter to Date <sup>(1)</sup> :	3.42
PMIA Average Life <sup>(1)</sup> :	256

### PMIA Average Monthly Effective Yields<sup>(1)</sup>

September	3.534
August	3.434
July	3.305**
June	3.167
May	2.993
April	2.870

### Pooled Money Investment Account Monthly Portfolio Composition <sup>(1)</sup> 09/30/23 \$156.4 billion

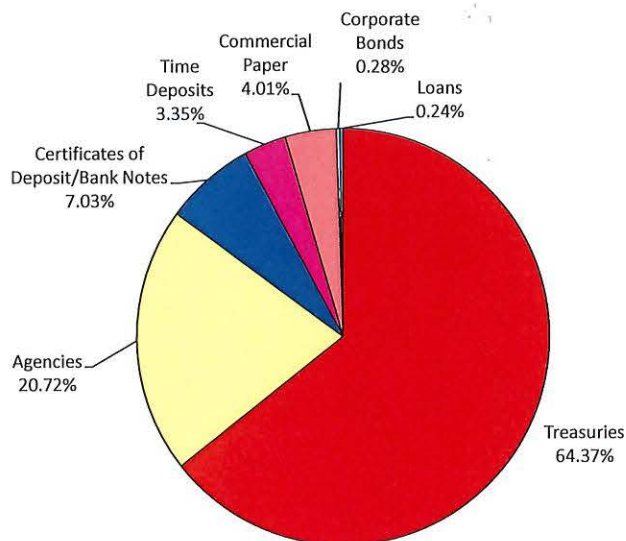


Chart does not include \$2,444,000.00 in mortgages, which equates to 0.002%. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

\*The percentage of administrative cost equals the total administrative cost divided by the quarterly interest earnings. The law provides that administrative costs are not to exceed 5% of quarterly EARNINGS of the fund. However, if the 13-week Daily Treasury Bill Rate on the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly EARNINGS of the fund for the subsequent fiscal year.

\*\* Revised

Source:

<sup>(1)</sup> State of California, Office of the Treasurer

<sup>(2)</sup> State of California, Office of the Controller



## TAMALPAIS COMMUNITY SERVICES DISTRICT

Staff Report  
November 8, 2023

**TO: BOARD OF DIRECTORS**

**FROM: ALAN SHEAR, ASSISTANT GENERAL MANAGER**

**SUBJECT: RESOLUTION AMENDING INVESTMENT POLICY AUTHORIZING INVESTMENT OF RESERVE FUNDS WITH WELLS FARGO BANK, N.A. ALLSPRING GOVERNMENT MONEY MARKET MUTUAL FUNDS**

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### **RECOMMENDATION**

Adopt resolution amending TCSD Investment Policy authorizing investment of reserve funds with Wells Fargo Bank, N.A., Allspring Government Money Market Mutual Funds.

### **BACKGROUND**

While reviewing the quarterly investment report during a recent TCSD Board meeting, a question was raised regarding the possibility of considering other investment options instead of the current Local Agency Investment Fund (LAIF) which has a traditionally lower rate of return (.0212% to 3.15%) than other investment funds. The TCSD Investment Policy authorizes 100% of investment funds with LAIF.

Staff reached out to Sausalito Marin City Sanitary District (SMCSD) for guidance on their investment strategy. SMCSD utilizes the investment option from JP Morgan Chase, with whom the SMCSD has a current banking relationship.

TCSD's current bank, Wells Fargo, offers a similar investment fund entitled Stagecoach Sweep – Allspring Government Money Market Mutual Funds. The funds are generally invested in high quality, short-term securities, such as U.S. Treasury bills. The fund has a unique investment strategy and there is no minimum or maximum balance requirement.

### **DISCUSSION**

At the October 11 meeting, the Board reviewed and received information on the investment option of the Wells Fargo Government Money Market Mutual Fund. After discussing and asking questions of staff, the Board directed staff to return with an amended TCSD Investment Policy, authorizing investment funds with Wells Fargo Allspring Government Money Market Mutual Funds.

A quick summary of the Stagecoach Government Money Market Mutual Fund (attached):

- Funds are liquid and available at anytime.
- Funds are automatically transferred to the Sweep every night to earn 5.21% (current rate) in interest.
- Funds are not FDIC insured but are invested in high quality, short-term securities that are government backed such as U.S. Treasury bills which are collateralized and are considered very low risk investments.

Fees for the money market service are relatively low. The fees are based on an earnings allowance or "credit" based upon an average balance of all accounts with Wells Fargo multiplied by 1.65%. If TCSD invests 100% of the current LAIF balance of \$8,500,000, monthly fees would total \$885.78, which would be offset by the earnings allowance of \$2,372.79.

The benefits of investing in mutual funds with Wells Fargo include a better rate of return, increased income, easy online management, and no management fees. In addition, a relationship already exists between TCSD and Wells Fargo, so management of the funds is significantly easier, as transferring funds between accounts online will be much simpler. The fund transfer protocol with LAIF requires notification of both LAIF and Wells Fargo and typically transfers take one business day.

A recommended funding strategy is to emulate the allocation plan similar to SMCSO of investing approximately 2/3 of the current \$8,500,000 of LAIF funds with Wells Fargo Money Market Funds and maintaining 1/3 of the funds in LAIF. The investment would break down to \$5,000,000 into the Wells Fargo Money Market Fund, with a net potential of monthly interest of \$22,124.66 based on the current 5.21% rate of return from Wells Fargo (most current LAIF is 3.15%). The remaining \$3,500,000 would remain in LAIF. Diversifying investment funds is a prudent investment strategy and provides another layer of protection for TCSD funds.

Investing in Allspring Government Money Market Mutual Funds accomplishes the primary objectives of the Investment Policy.

1. Safety to preserve the principal capital in the overall portfolio through diversification.
2. Liquidity
3. Return on Investments

Furthermore, per the requirements of the Investment Policy, the General Manager shall submit to the Board of Directors a quarterly investment report (i.e., Treasurer's report). The report includes a complete description of the portfolio, the type of investments, the issuers, maturity dates, par values and the current market values of each component of the portfolio.

TCSD Policy Number 3035, Investment of District Funds, dictates the terms and types of investments allowed for TCSD reserves. Staff is recommending adopting the attached resolution amending the policy allowing for the investment of TCSD reserves into the Wells Fargo Allspring Money Market Mutual Funds.

**FISCAL IMPACT**

Higher interest revenues

**ATTACHMENTS**

1. Resolution amending Policy Number 3035, Investment of District Funds
2. Amended Investment Policy Number 3035
3. Allspring Money Market Mutual Funds Information Sheet



## TAMALPAIS COMMUNITY SERVICES DISTRICT

305 Bell Lane, Mill Valley, CA 94941 ♦ 415.388.6393 ♦ Fax: 415.388.4168  
info@tamcsd.org ♦ www.tamcsd.org

### RESOLUTION NO. 2023-18

#### RESOLUTION OF THE BOARD OF DIRECTORS OF THE TAMALPAIS COMMUNITY SERVICES DISTRICT AMENDING POLICY NUMBER 3035, INVESTMENT OF DISTRICT FUNDS, AUTHORIZING INVESTMENT OF RESERVE FUNDS IN ACCOUNTS WITH WELLS FARGO BANK, N.A. ALLSPRING GOVERNMENT MONEY MARKET MUTUAL FUNDS

**WHEREAS**, Government Code Sections 5921 and 53601, et seq., allow the legislative body of a local agency to invest surplus monies not required for the immediate necessities of the local agency; and

**WHEREAS**, to ensure prudent and responsible management of the public's funds, TCSD created a policy directing the manner in which funds are invested that will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the District and conforming to all statutes governing the investment of TCSD funds; and

**WHEREAS**, the current investment strategy invests 100% of District surplus monies in the Local Agency Investment Fund (LAIF), providing modest returns; and

**WHEREAS**, other investment options exist that meet the objectives outlined in the Investment Policy of safety, liquidity and return on investments; and

**WHEREAS**, Wells Fargo offers a type of investment option through their Allspring Money Market Mutual Funds that meets the above criteria, as the funds are generally invested in high quality, short-term securities, such as U.S. Treasury bills ; and

**WHEREAS**, to maintain safety of capital in the investment portfolio, a prudent strategy is to invest 2/3 of the current LAIF balance with Wells Fargo and retain 1/3 of the funds with LAIF.

**THEREFORE, BE IT RESOLVED** that the Tamalpais Community Services District adopt the following amendment to Policy Number 3035, Investment of District Funds, authorizing the investment of reserve funds in accounts with Wells Fargo Bank, N.A. Allspring Government Money Market Mutual Funds

**BE IT FURTHER RESOLVED** that the Tamalpais Community Services District authorizes the General Manager to implement this amendment to Policy Number 3035 and the change in the TCSD investment portfolio.



The foregoing resolution was duly passed and adopted by the Board of Directors of the Tamalpais Community Service District at a duly noticed meeting held in said District on the 8th day of November 2023 by the following vote:

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
Steffen Bartschat, President

ATTEST:

\_\_\_\_\_  
Secretary, Tamalpais Community Services District



## TAMALPAIS COMMUNITY SERVICES DISTRICT

305 Bell Lane, Mill Valley, CA 94941 ♦ 415.388.6393 ♦ Fax: 415.388.4168  
 info@tamcsd.org ♦ www.tamcsd.org

**POLICY TITLE:** Investment of District Funds  
**POLICY NUMBER:** 3035

### **3035.1** Premise

The Legislature of the State of California has declared that the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern (California Government Code (CGC) §53600.6 and §53630. 1); and,

Government Code Sections 5921 and 53601, et seq., allow the legislative body of a local agency to invest surplus monies not required for the immediate necessities of the local agency; and,

To ensure prudent and responsible management of the public's funds, it is the policy of the TCSD to invest funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the District and conforming to all statutes governing the investment of TCSD funds.

### **3035.2** Scope

This investment policy applies to all financial assets of TCSD. These funds are accounted for in the Independent Annual Financial Report and include:

Parks and Recreation (Governmental Fund)	Investments:
Solid Waste (Business Type Fund)	Local Agency Investment Fund (LAIF)
Sanitation/Wastewater (Business Type Fund)	<i>Wells Fargo Government Money Market Fund</i>

### **3035.3** Prudence

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs; not for speculation, but for investment considering the probable safety of their capital as well as the probable income to be derived. The standard of prudence to be used by investment officials shall be the "prudent investor" standard (CGC §53600.3) and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations for expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

### **3035.4** Objectives

As specified in CGC §53600.5, when investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds, the primary objectives of the investment activities, in priority order, shall be:

**3035.4.1 Safety:** Safety of principal is the foremost objective of the investment program. Investments of the TCS D shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

**3035.4.2 Liquidity:** The investment portfolio will remain sufficiently liquid to enable TCS D to meet all operating requirements which might be reasonably anticipated.

**3035.4.3 Return on Investments:** The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and the cash flow characteristics of the portfolio.

### **3035.5 Delegation of Authority**

Authority to manage the investment program is derived from California Government Code Sections 53600, et seq. Management responsibility for the investment program is hereby delegated to the General Manager, who may establish procedures for the operation of the investment program consistent with this investment policy. Procedures should include references to: safekeeping, PSA repurchase agreements, wire transfer agreements, collateral/depository agreements and banking services contracts, as appropriate. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the General Manager. The General Manager shall be responsible for all transactions undertaken and shall establish a system to regulate the activities of subordinate officials. Under the provisions of California Government Code §53600.3, the General Manager is a trustee and a fiduciary subject to the prudent investor standard.

### **3035.6 Ethics and Conflicts of Interest**

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

### **3035.7 Authorized Financial Institutions and Dealers**

The General Manager may maintain a list of financial institutions, selected on the basis of credit worthiness, financial strength, experience and minimal capitalization authorized to provide investment services. In addition, a list may also be maintained of approved security broker/dealers selected by credit worthiness that are authorized to provide investment and financial advisory services in the State of California. No public deposit shall be made except in a qualified public depository as established by state laws.

For brokers/dealers of government securities and other investments, the General Manager shall select only broker/dealers who are licensed and in good standing with the California Department of Securities, the Securities and Exchange Commission, the National Association of Securities Dealers or other applicable self-regulatory organizations.

Before engaging in investment transactions with a broker/dealer, the General Manager may have received from said firm a signed Certification Form. This form shall attest that the individual responsible

for TCSO's account with the firm has reviewed TCSO's Investment Policy and that the firm understands the policy and intends to present investment recommendations and transactions to TCSO that are appropriate under the terms and conditions of the Investment Policy.

### **3035.8 Authorized and Suitable Investments**

The TCSO is empowered by California Government Code §53601, et seq., and approved by the TCSO Board of Directors to invest in the following:

**3035.8.1** Local Agency Investment Fund (LAIF).

**3035.8.2** FDIC-insured Money Market accounts

**3035.8.3** FDIC-insured Certificates of Deposit (CDs)

**3035.8.4** FDIC-insured checking accounts

**3035.8.5** *Wells Fargo Government Money Market Fund – Institutional Class*

**3035.8.5 6** Prohibited Investments. Under the provisions of CGC §53601.6 and §53631 .5, TCSO shall not invest any funds covered by this Investment Policy in inverse floaters, range notes, interest-only strips derived from mortgage pools or any investment that may result in a zero interest accrual if held to maturity.

### **3035.9 Collateralization**

All certificates of deposits must be collateralized by U.S. Treasury Obligations. Collateral must be held by a third-party trustee and valued on a monthly basis. The percentage of collateralization on repurchase and reverse repurchase agreements will adhere to the amount required under CGC §53601(i)(2).

### **3035.10 Safekeeping and Custody**

All security transactions entered into by the TCSO shall be conducted on delivery-versus-payment (DVP) basis. All securities purchased or acquired shall be delivered to TCSO by book entry, physical delivery or by third party custodial agreement as required by CGC §53601.

### **3035.11 Diversification**

TCSO will diversify its investments by security type and institution. It is the policy of the TCSO to diversify its investment portfolio. Assets shall be diversified to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer or a specific class of securities. Diversification strategies shall be determined and revised periodically. In establishing specific diversification strategies, the following general policies and constraints shall apply:

**3035.11.1** Portfolio maturities shall be matched versus liabilities to avoid undue concentration in a specific maturity sector.

**3035.11.2** Maturities selected shall provide for stability of income and liquidity.

**3035.11.3** Disbursement and payroll dates shall be covered through maturities investments, marketable U.S. Treasury bills or other cash equivalent instruments such as money market mutual funds.

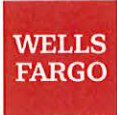
**3035.12 Reporting**

In accordance with CGC §53646(b)(1), the General Manager shall submit to each member of the Board of Directors a quarterly investment report. The report shall include a complete description of the portfolio, the type of investments, the issuers, maturity dates, par values and the current market values of each component of the portfolio, including funds managed for TCSO by third party contracted managers. The report will also include the source of the portfolio valuation. As specified in CGC §53646 (e), if all funds are placed in LAIF, FDIC-insured accounts and/or in a county investment pool, the foregoing report elements may be replaced by copies of the latest statements from such institutions.

**3035.13 Investment Policy Review**

This investment Policy may be reviewed on an annual basis, and the Board of Directors must approve modifications.

*Amended 11/8/23*



## Stagecoach Sweep<sup>®</sup> — Allspring Money Market Mutual Funds

While it's tempting to hold on to extra cash, not using those balances might cost you in the end. You could be missing opportunities to put that extra cash to work, safely and sensibly.

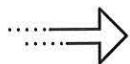
Money Market Mutual Funds are a smart choice for any risk-averse organization, as you can use investment funds to cover potential shortfalls.

### Potential benefits



#### Simple

Choose from three different Allspring Money Market Mutual Funds<sup>1</sup>. Simply set your daily target balance and we'll "sweep" any excess cash into whichever fund you select.



#### Speedy

Investment funds can be credited to your checking account as a same-day transaction. This helps to ensure complete liquidity at all times.



#### Secured

Money Market Mutual Funds are generally invested in high quality, short-term securities, such as U.S. Treasury bills. This provides you with income while preserving your capital.

1. Options include: 100% Treasury Money Market Fund (Service Share Class), Treasury Plus Money Market Fund (Service, A, and I-Share Classes), Government Money Market Fund (Admin and I-Share Classes)

2. Funds transferred to the omnibus account are eligible for FDIC insurance up to the allowable limit.

3. The custodian invests funds in a non-FDIC insured, non-bank guaranteed Money Market Mutual Fund.

4. While Money Market Funds strive to preserve the value of your investment at \$1.00 per share, Allspring Money Market Mutual Funds are not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) and may lose value.

## How it works

### 1. Select

Select a target balance you want to maintain in your business checking account at all times. This amount can be as low as zero (\$0.00).

### 2. Sweep

As the last transaction of the day, we debit any excess funds and sweep them into an internal omnibus (collection) account<sup>2</sup>. At the beginning of the next business day, we transfer the funds to the Money Market Mutual Fund custodian<sup>3</sup>. Your shares are then purchased when the market opens.

### 3. Return

Your investment funds are automatically redeemed and swept into to your checking account whenever there's risk of an overdraft.

### 4. Report

Conveniently view your activity through our online information reporting service, or through monthly statements.



### Know before you go

There is **no minimum or maximum** balance requirement.

Each fund has a unique investment strategy, as detailed in the Money Market Mutual Fund sweep account **prospectus**<sup>4</sup>.

Any investment balance in the Money Market Mutual Fund **is reflected as part of your available, or provisional, balance** for checking account usage. The investment itself is actually redeemed the next day when the market opens.

Your dividends are **declared daily and paid monthly** on the first business day of the following month. They can either be credited to your checking account or automatically reinvested.

## Do you need help...

- Optimizing your positive balances?
- Earning competitive interest rates?
- Maintaining liquidity?

---

Ask your Wells Fargo representative for an Allspring Money Market Mutual Funds prospectus to get started.



## TAMALPAIS COMMUNITY SERVICES DISTRICT

Staff Report  
Board Meeting  
November 8, 2023

TO: BOARD OF DIRECTORS

FROM: GARRETT TOY, GENERAL MANAGER

SUBJECT: DISCUSS EVENT SCHEDULE DECEMBER 2023- SEPTEMBER 2024

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### RECOMMENDATION

Discuss schedule and provide direction to staff.

### DISCUSSION

At the October 25<sup>th</sup> work session, the Board requested that the community event schedule be on this agenda for discussion. An event schedule was attached to the September General Manager's Report.

The attached event schedule reflects the current schedule of events. One thing to remember is that the Community Center restrooms are planned to be renovated between mid-February (after Murder Mystery) and end of April (before Rhubarb Revue). However, portable toilet(s) and hand washing station would be available for use in the parking lot. The Events and Communication Coordinator will discuss the event schedule at the Board meeting.

### FISCAL IMPACT

n/a

### ATTACHMENT

Tentative schedule of events



**TENTATIVE SCHEDULE OF EVENTS**  
 September 2023 thru September 2024  
 (Last Revised 11/08/23)

DATE		EVENT
September 23, 2023	3pm -8pm	Oktoberfest (CC Parking Lot)
October 7	8am-1pm	Debris day, shred day (Corp Yard-CC parking lot)
October 20	6pm	Spaghetti Bingo (CC)
October 21	4pm – 6pm	Volunteer Appreciation (Cabin)
October 22-30	entries due 10/22	Spooky Cruise (Tam Valley)
December 2	7pm-9pm	Jolly Jingles (CC)
December 9	9am and 10:30am	Breakfast with Santa (CC)
January 20, 2024	6:30pm-9:30pm	Crab Feed (CC)
February 2&3	Time TBD	Murder Mystery (CC)
February 9&10	Time TBD	Murder Mystery (CC)
March	TBD	Spaghetti Bingo (CC)
Spring	TBD	Hazardous Waste Collection (CC parking lot)
April 20	Time TBD	Earth Day Event (CC)
May 4	8am -1pm	Debris day, shred day, e-waste, compost (Corp Yard-CC parking lot)
May 3 &4	Time TBD	Rhubarb Revue (CC)
May 10 & 11	Time TBD	Rhubarb Revue (CC)
June 14, 28 July 12, 26 Aug 9	5:30pm - 8pm	Creekside Fridays (CC)
August 23 Sept 6	5pm – 7pm	Creekside Unplugged at the Cabin
September 21	3pm- 8pm	Oktoberfest



## TAMALPAIS COMMUNITY SERVICES DISTRICT

Staff Report  
November 8, 2023

**TO: BOARD OF DIRECTORS**

**FROM: GARRETT TOY, GENERAL MANAGER**

**SUBJECT: ADOPT RESOLUTION APPROVING MAINLINE SEWER EXTENSION AGREEMENT WITH RUEL CALALO AND ANA CALALO, OWNERS OF THE PROPERTIES AT 515 AND 531 TENNESSEE VALLEY RD.**

---

### RECOMMENDATION

Adopt resolution approving Mainline Sewer Extension Agreement (MEA) with Ruel Calalo and Ana Calalo, owners of the properties at 515 and 531 Tennessee Valley Rd.

### DISCUSSION

The County of Marin approved the construction of a new single-family home at 531 Tennessee Valley Road. The existing home on the parcel will be converted to an Accessory Dwelling Unit (ADU). As a condition of approval, the County required the property owner to connect both 515 Tennessee Valley Rd. and 531 Tennessee Valley Rd. to the existing sewer system. The County requires properties that are currently on septic systems, but within 400 linear feet of a public sewer system to connect to the sewer system and abandon the septic system per County standards. The owner owns both parcels which are currently on septic systems. The project was approved by Marin County Planning in April 2012 and was issued a County building permit in November 2022.

In order to connect to sewer, the owner will need to extend the existing sewer main approximately 400 linear feet. Attached is a sewer mainline extension agreement (MEA) . The agreement stipulates all the project requirements and responsibilities of the property owner. In essence, the owner must construct the project to meet TCSD standards and provide project guarantees and warranties that the District would require of contractors who are awarded bids to replace our sewer lines.

The key components of the MEAs are:

- Owner submits deposit of \$12,000 to cover TCSD staff time and third party costs such as the time for Nute Engineering to review plans and conduct inspections.
- Owner provides performance bonds and one year guarantee of workmanship and materials based on project costs of \$215,000.
- Owner must hold the District harmless and retain liability insurance for the project.
- Owner pays all applicable inspection and sewer capacity charges for two new private laterals.
- Work must be completed by December 31, 2024.

### FISCAL IMPACT

n/a .

### ATTACHMENT

Resolution w/MEA



**TAMALPAIS COMMUNITY SERVICES DISTRICT**

305 Bell Lane, Mill Valley, CA 94941 ♦ 415.388.6393 ♦ Fax: 415.388.4168  
info@tamcsd.org ♦ www.tamcsd.org

**RESOLUTION 2023- 19**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE TAMALPAIS COMMUNITY SERVICES DISTRICT APPROVING AGREEMENT FOR CONSTRUCTION AND ACQUISITION OF SEWER MAIN EXTENSION FOR 515 AND 531 TENNESSEE VALLEY RD.**

**WHEREAS**, the County of Marin approved the construction of a new single-family home at 531 Tennessee Valley Road and the existing home on the parcel will be converted to an Accessory Dwelling Unit (ADU); and

**WHEREAS**, the County requires properties that are currently on septic systems, but within 400 linear feet of a public sewer system to connect to the sewer system; and

**WHEREAS**, as a condition of approval, the County required the property owner, who owns both properties, to connect both 515 Tennessee Valley Rd. and 531 Tennessee Valley Rd. to the existing sewer system and abandon the current septic systems; and

**WHEREAS**, to connect to sewer the owner will need to extend the existing sewer main line approximately 400 linear feet and enter into a sewer mainline extension agreement (Agreement) with TCSD.

**NOW, THEREFORE, BE IT RESOLVED** that the Tamalpais Community Services District Board of Directors authorizes the General Manager to do everything necessary and appropriate to execute and implement the Agreement, attached as Exhibit A to this resolution.

The foregoing resolution was duly passed and adopted by the Board of Directors of the Tamalpais Community Service District at a duly noticed meeting held in said District on the 8th day of November 2023 by the following vote:

- AYES:
- NAYS:
- ABSTAIN:
- ABSENT:

\_\_\_\_\_  
Steffen Bartschat, President

ATTEST: \_\_\_\_\_  
Board Secretary/Clerk

**RECORDING REQUESTED BY, AND  
WHEN RECORDED, MAIL TO:**

Tamalpais Community Services District  
Attn: General Manager  
305 Bell Lane  
Mill Valley, CA 94941

\_\_\_\_\_  
SPACE ABOVE THIS LINE FOR RECORDER'S USE

EXEMPT FROM RECORDING FEES  
PURSUANT TO GOV. CODE SEC. 6103

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**AGREEMENT FOR CONSTRUCTION AND  
ACQUISITION OF SEWER MAIN EXTENSION**

(APNs: 052-100-08 and  
052-100-02)

**THIS AGREEMENT**, made and entered as of \_\_\_\_\_, \_\_\_\_\_ by and between the **TAMALPAIS COMMUNITY SERVICES DISTRICT**, a public agency in the County of Marin, California ("District;" also "Party") and Ruel Calalo and Ana Calalo, a married couple ("Applicant;" also "Party").

**WITNESSETH:**

**WHEREAS**, Applicant is the fee owner of the real property described in Exhibit "A" hereof and by this reference incorporated herein ("Property;" also designated by Assessor Parcel Numbers 052-100-08 and 052-100-02 ); and

**WHEREAS**, the proposed project at 531 Tennessee Valley Road (APN 052-100-02) has been issued a building permit by the County of Marin Community Development Agency, Permit No.172683, on November 7, 2022 for a new single family residence with the existing primary residence to become an Accessory Dwelling Unit (ADU) per Marin County Standards and such permit is attached as Exhibit B; and

**WHEREAS**, Applicant has applied for a permit to connect the Property to District's sewer system pursuant to the provisions of Chapter 3.35 of Ordinance No. 95. of the Tamalpais Community Services District ("District Ordinance"); and

**WHEREAS**, a sewer main extension (“Extension”) is required in order to serve the Property, along with the pertinent conditions set forth in the District’s approved set of plans for the extension and laterals dated xx/xx/2023 and the District conditions of approval letter dated February 6, 2023, a copy of the plans and letter are attached hereto as Exhibit “C” and incorporated herein by this reference; and

**WHEREAS**, the County of Marin requires the Property to connect to sewer service and, thus, Applicant will be abandoning the use of its existing septic systems (“Abandoned Septic”) for its Property; and

**WHEREAS**, Applicant has submitted plans, profiles, drawings and specifications for the Extension which have been approved by District’s Engineer, and considered and approved by the District’s governing Board, for conformance with District’s requirements under Chapter 3.35 of District Ordinance No. 95; and

**WHEREAS**, this Agreement is entered into pursuant to Chapter 3.35 of District Ordinance No. 95, et. seq.;

**NOW, THEREFORE**, the parties hereto agree as follows:

1. **Extension.** Applicant shall, at Applicant’s own cost and expense, construct or provide for the construction of the Extension and furnish all the materials, equipment, machinery, vehicles and perform all labor, and do all other work necessary to complete the construction in strict accordance with the plans, profiles, drawings and specifications (collectively, “Plans”) entitled “531 Tennessee Valley Road”, Sanitary Sewer Plan and Profile”, dated xx/xx/2023, prepared by ILS Associates, Inc.(registered professional engineers) for the Property and attached as Exhibit C, including District’s Standard Specifications on file in District’s Offices, the applicable provisions of which are incorporated herein by this reference. If a conflict exists between the Plans and District’s Standard Specifications or the District’s Ordinance for a particular portion or component of the Extension, the stricter standard shall govern to the extent of such conflict. Applicant shall complete construction of the Extension subject to such exceptions and time extensions as may be allowed under Paragraph 12 (Force Majeure) or otherwise approved for good cause by District’s Sanitary System Engineer, on or before December 31, 2024.

**2. Inspection.** Applicant hereby grants District, its officers, employees, consultants, agents and designees the right and permission to enter upon the Property and the construction site or sites of the Extension to inspect the work of construction and to test or observe the testing of the Extension to ensure that the Extension are constructed in accordance with the Plans and applicable provisions of District's Code and otherwise conform to the conditions for approval and acceptance of the Extension by District.

**3. Property Interests.** Prior to commencing construction of the Extension, Applicant shall submit to District for review deed(s) of easement(s), or other evidence(s) of property interest(s) title to which is vested in Applicant and is otherwise sufficient and free of encumbrances or claims by others to allow for the construction of the Extension by Application, for District's right of entry pursuant to Paragraph 2 herein and for District's acceptance of the Extension. Upon completion of construction of the Extension and acceptance thereof by District, Applicant shall grant District an easement, or such other property interest as may be specified by District, in the real property in which the Extension and appurtenances are located and convey title to the Extension and appurtenances to District free and clear of any encumbrances, except such encumbrances as may expressly in writing be accepted by District. Such easement or other interest shall include, without limitation, the right to operate, maintain, repair, replace (in the original or any other size), construct and install a sewer main or mains and appurtenances thereto. Applicant agrees and covenants that, prior to execution of such conveyances, Applicant shall not convey to any other person or entity or entities the same interest or any other interest that may conflict with the interest or interests to be conveyed to District. Title to the Extension and associated easements or other requisite property interests (as determined by District) shall vest absolutely in District upon District's acceptance thereof. Conveyance of title to District shall be conducted through escrow acceptable to District. All conveyancing costs including, without limitation, costs of preparing documents, escrow, title insurance for the benefit of District, and recordation shall be borne by Applicant. All deeds or other form of conveyancing documents described above shall be subject to approval by District's legal counsel. Applicant shall, prior to commencement of construction of the Extension,

obtain and provide District with a copy of a title report for the Property and such other property within which the Extension is to be constructed.

**4. Security.** Prior to commencing construction of the Extension, Applicant shall file with or provide to District's General Manager a faithful performance bond or cash deposit in the amount of the total estimated cost of the work securing payment for all work and the construction of the Extension within the time herein specified. The amount of the security shall be Two Hundred Fifteen Thousand Dollars and no cents (\$215,000.00). The cash deposit or faithful performance bond shall be conditioned upon the performance of the terms and conditions of the Permit and shall guarantee the correction of faulty workmanship and the replacement of defective materials for a period of one (1) year after the date of acceptance of the work.

Likewise prior to commencing construction of the Extension, Applicant shall file with District's General Manager a payment bond securing payment by Applicant of all costs for labor and materials incurred in the construction of the Extension and all other work herein agreed to be performed by Applicant. The amount of the security shall be Two Hundred Fifteen Thousand and No One Hundredths Dollars (\$215,000.00).

The aforementioned security shall include, in addition to the principal amounts, guarantee of the payment of costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by District in the event of successful enforcement of such security. All bonds shall be issued by California admitted surety insurers satisfactory to the District.

**5. Reimbursement; Deposits for District's Costs.** The Parties acknowledge that Applicant has deposited with District the sum of T w e l v e T h o u s a n d a n d No One Hundredths Dollars (\$12,000.00), (the "Initial Deposit") receipt of which is hereby acknowledged by **District. The deposit shall be used by District to pay for its costs incurred in administering** this Agreement and carrying out its duties for construction and acceptance of the Extension including, without limitation, costs of reviewing the Plans for the Extension, costs incidental to inspection of the construction of the Extension, administrative, engineering and legal services costs and other costs and expenses incurred by District pursuant to the aforesaid District Code Sections or otherwise related to this Agreement and construction of the Extension.

If the Initial Deposit is insufficient to pay all such estimated costs and expenses, District shall notify Applicant in writing thereof, whereupon Applicant shall replenish the deposit in the amount estimated by District that is necessary to cover District's remaining estimated costs and expenses. If such insufficiency occurs, District shall not be obligated to perform any further services hereunder or under the District Code unless and until a replenishment deposit is made. Upon completion of the construction of the Extension, Applicant shall pay any additional costs and expenses of District not covered by the Initial Deposit and, if applicable, replenishments thereof, prior to acceptance of the Extension by District. District shall refund to Applicant any balance of the deposit(s) remaining after acceptance of the Extension.

Applicant hereby acknowledges and agrees that the aforesaid deposit(s) shall not be deemed as payment, or excuse payment, of any other fees and charges duly imposed by District and payable by Applicant for use of, or connection to, District's sewer system.

**6. Hold Harmless.** Applicant shall protect, indemnify, and hold harmless District, its governing board, committees, officers, employees, agents and consultants (collectively, "Indemnitees") from and against any and all liabilities, losses, damages, claims, expenses, causes of action and judgments, including reasonable attorneys' fees, arising out of or attributable to Applicant's performance or failure to perform under this Agreement or relating to the Abandoned Sewer including, without limitation, any accident, occurrence or incident related to the construction of the Extension, or the negligent performance of, or failure to perform, any other responsibility of Applicant hereunder. Applicant shall also protect, indemnify, and hold harmless Indemnitees from and against any and all liability related to the use of any copyrighted material in the Plans or the use of any patent or patented article or process by Applicant in the construction of the Extension. Applicant's duty to defend and indemnify includes the responsibility to provide legal representation, the selection of whom shall be subject to District's approval.

Applicant's obligation to indemnify, hold harmless and defend District shall extend to injuries to property or persons and damages to or alleged taking of property resulting from the design or construction of the Extension and shall likewise extend to



adjacent property owners asserting claims based upon the design or construction of the Extension. District's acceptance of the Extension shall not constitute an assumption by District of any responsibility or liability for any damage or alleged taking of property referenced herein. District shall not be responsible or liable for the design or construction of the Extension or for the subdivision that includes the Extension. After District's acceptance of the Extension, Applicant shall remain obligated to correct or eliminate all dangerous conditions created by defects in design or construction; provided, however, that Applicant shall not be responsible for routine maintenance. Applicant acknowledges and agrees that Applicant shall be responsible and liable for the design and construction of the Extension and other work done pursuant to this Agreement, and District shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying the Plans or in inspecting, reviewing or approving any work related to construction of the Extension. Applicant's Improvement security shall not be required to secure Applicant's obligations under this Paragraph beyond the one-year guarantee and warranty period described in Paragraph 10. If, in any judicial proceedings involving statutory immunity under the Tort Claims Act (Government Code 810, et seq.) asserted by District, or its officers, employees, agents or consultants is determined by a court of competent jurisdiction to be inapplicable or unavailable to immunize District, or its officers, employees, agents or consultants, from potential liability for any alleged acts or omissions under this Paragraph, then such rights or obligations of indemnification hereunder shall be governed by principles of comparative fault.

**7. Insurance.** Applicant shall obtain and maintain in full force and effect during the term of this Agreement, at Applicant's cost, a comprehensive general liability insurance policy naming District, its governing board, commissions, committees, officers, agents, and employees (collectively, "District's Insureds") as insureds or additional insureds, insuring them against liability for personal injury (including death) and property damage (including loss of use thereof) arising out of the construction of the Extension or from Applicant's performance or failure to perform Applicant's obligations under this Agreement. Said insurance shall be in the minimum limits of \$1,000,000 for personal injuries to, or death of, any one person, \$3,000,000 for personal injuries or

death arising out of any one occurrence and \$1,000,000 for property damage arising out of any one occurrence. Said insurance shall expressly insure against contractual liability assumed by Applicant under this Agreement including, without limitation, the provisions of Paragraph 1.

The foregoing policies or endorsements thereto shall provide that: (i) the insurer shall notify District in writing thirty (30) days in advance of the insurer's intention to cancel or materially change the terms of said policy or policies, (ii) coverage for District's Insureds shall be severable from that of other insureds if the insurance covers Applicant, another entity, or person(s) in addition to District's Insureds (cross liability or severability of interest provision) and (iii) such insurance shall be primary regarding District's Insureds and that any insurance or self-insurance maintained by District shall be excess of Applicant's insurance, and not contributory with it. Upon execution of this Agreement Applicant shall file with District's General Manager copies of the policies or the policies' declaration page(s) or information page(s) with such endorsements that show compliance with all of the requirements of this Paragraph, together with a certificate or certificates of the insurance.

**8. Acceptance.** Construction of the Extension in conformance with the Plans and the provisions of Chapter 3.35 of the District Ordinance shall be subject to the approval of District's Sanitary System Engineer. Upon completion of the construction in full compliance with this Agreement and upon recommendation of said Engineer, District shall accept the Extension. The security required hereunder shall not be released until such acceptance. Upon acceptance, Applicant shall furnish District with a complete set of the Plans and drawings showing the Extension in their actual or "as built" condition and location.

**9. Time of the Essence.** Time is of the essence of this Agreement and if Applicant defaults in the performance of Applicant's obligations hereunder not excused by reason of Force Majeure under paragraph 12, Applicant hereby agrees that District may, at District's option: (i) treat any deposits and payments made by Applicant hereunder as compensation or reimbursement for District's costs and expenses hereunder and terminate this Agreement, or (ii) if District desires that the Extension shall be completed, District may enforce the provisions hereof against Applicant and

Applicant's sureties and recover any and all costs incurred therewith, including, without limitation, costs of suit and reasonable attorney's fees.

**10. Guarantee of Workmanship and Materials.** Applicant agrees that, if within a period of one (1) year after acceptance of the Extension, the Extension or any part or component thereof fails to fulfill any of the requirements of this Agreement, or of the Plans, District's Standard Specifications and the provisions of Chapter 3.35 of the District Ordinance, Applicant shall, upon written notice from District directing the work to be done, without delay and without any cost to District, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Extension. Should Applicant fail to act promptly to make such repair, replacement, or reconstruction, or otherwise to act in accordance with the requirement to repair, replace, or reconstruct, or should the exigencies of the case require that repair, replacement, or reconstruction be made before Applicant can be notified, District may, at its option, make the necessary repair, replacement, or reconstruction or perform the necessary work, and Applicant shall pay to District the actual cost of thereof plus fifteen (15) percent.

**11. Security to Insure Guarantee.** Applicant agrees, as a condition precedent to District's acceptance of the Extension, to submit to District a bond or cash deposit in the amount of ten percent (10%) of the costs of construction of the Extension guaranteeing and securing to District Applicant's compliance with the provisions of Paragraph 10 for a period of one (1) year after acceptance of the Extension by District. Applicant shall provide District copies of all invoices for and proof of payment of the costs of construction of the Extension concurrently with submittal of the bond or cash deposit.

**12. Force Majeure.** Applicant shall not be in default of any provision of this Agreement where timely performance or timely compliance thereof is prevented by acts of God, including natural disasters, or unusually inclement weather, civil emergencies, inability to obtain materials (except for such inability occasioned by the act, or failure to act, of Applicant), unanticipated change in governmental regulations, labor strike or disturbance (except that pertaining to Applicant's employees or agents) or similar acts which are beyond Applicant's reasonable ability to control; provided, that Applicant shall be obligated to perform or comply within a reasonable time after the event or action which precluded Applicant's timely performance no longer exists.

**13. Independent Contractor.** Neither Applicant, nor any of Applicant's agents or contractors are, or shall be, agents or employees of District in connection with the performance of Applicant's obligations under this Agreement. Applicant is, and shall be, an independent contractor hereunder.

**14. Release and Discharge.** To the extent that Applicant's proposed development of the Property, including Applicant's grading and construction activities and the location and construction of any utilities and improvements, impacts, affects or otherwise disturbs the Abandoned Septic, Applicant fully, finally, unconditionally, and forever discharges and releases the District and its respective elected officials, appointed officials, officers, employees, contractors, agents, attorneys, administrators, assigns, and insurers—and anyone else acting on their behalf in connection with the Abandoned Septic—from all injuries to persons or property (including the environment), whether the injuries are known or unknown, suspected or unsuspected, or anticipated or unanticipated, as well as all liabilities, claims, demands, causes of action, obligations, damages, losses, costs, attorneys' fees and expenses of any kind and nature whatsoever, known or unknown, arising out of, connected with, or related to, the Abandoned Septic.

Applicant has read California Civil Code section 1542 ("Section 1542") and understands that Section 1542 gives Applicant the right not to release existing claims of which Applicant is not now aware, unless Applicant voluntarily chooses to do so. Applicant nevertheless hereby voluntarily waives Section 1542 and elects to assume all risks for claims against the District relating to the Abandoned Septic, whether known or unknown. Section 1542 reads as follows:

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

**15. Assignability.** Applicant may assign this Agreement subject to District's prior written approval and to such conditions and covenants that District may require in order to effectuate the purposes of this Agreement.

**16. Successors.** The rights and obligations of the parties hereunder shall inure to the benefit of, and be binding upon their respective successors, assigns, administrators and heirs.

**17. Joint and Several.** If Applicant, as named above, consists of two or more persons or entities (irrespective of whether the form of such entity or entities is corporate, partnership, association or other form), the obligations and responsibilities under this Agreement of each and all of them are joint and several.

**18. Recordation.** Either Party hereto may submit this Agreement or a memorandum thereof to the Marin County Clerk-Recorder for recordation in County's Official Records.

**19. Attorneys' Fees.** If suit is brought by one Party against the other for damages or otherwise to enforce the provisions of this Agreement, the prevailing Party shall recover costs of suit including reasonable fees of expert witnesses and reasonable attorneys' fees.

**20. Entire Agreement.** This Agreement comprises the entire agreement between the Parties and integrates any and all prior writings, documents or understandings, between them pertaining to the subject matter hereof.

**21. Paragraph Headings.** Paragraph headings as used herein are for convenience of reference and shall not be deemed to amend or alter the contents of the paragraphs headed thereby.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first hereinabove written.

**TAMALPAIS COMMUNITY SERVICES DISTRICT**, a public agency ("District")

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

General Manager

Ruel Calalo Ana ("Applicant")

Ana Calalo ("Applicant")

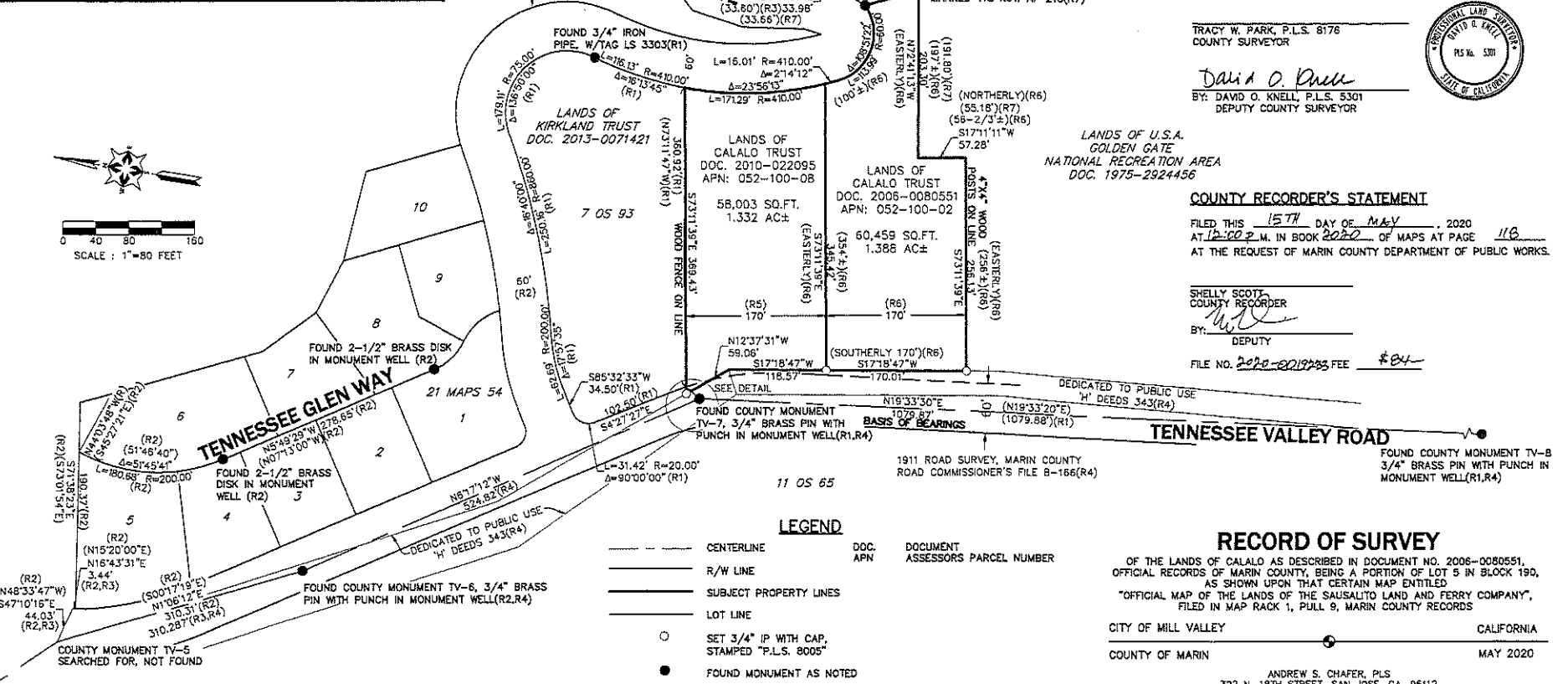
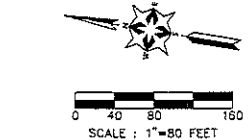
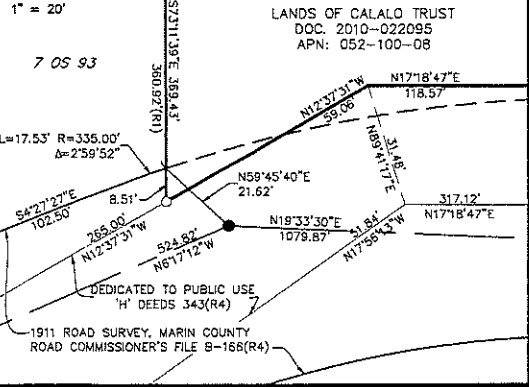
By: \_\_\_\_\_

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

Exhibit A

Property Description  
(record of survey)

**DETAIL**



**REFERENCES:**

- R1 RECORD OF SURVEY, 7 OS 93
- R2 MAP OF TENNESSEE GLEN, 21 MAPS 54
- R3 RECORD OF SURVEY, 15 OS 43
- R4 RECORD OF SURVEY, 11 OS 65
- R5 DOC. 2010-022095
- R6 DOC. 2006-0080551
- R7 FIELD NOTES OF THE SURVEY OF THE BOUNDARY OF THE GOLDEN GATE NATIONAL RECREATION AREA, U.S. BUREAU OF LAND MANAGEMENT CERTIFIED NOVEMBER 5, 1978

**BASIS OF BEARINGS:**

THE BEARING NORTH 19°33'30" EAST BETWEEN COUNTY MONUMENTS TV-7 & TV-8 AS SHOWN ON SHEET 1 OF 9 OF THE RECORD OF SURVEY FILED IN BOOK 11 OF SURVEYS, PAGE 65, WAS USED AS THE BASIS OF ALL BEARINGS SHOWN ON THIS MAP.

**NOTES:**

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. THIS MAP IS BEING FILED IN ACCORDANCE WITH SECTION 8762(b)(2, 4 & 5) OF THE PROFESSIONAL LAND SURVEYORS' ACT.
3. DATE OF FIELD SURVEY: OCTOBER 6, 2019

**SURVEYOR'S STATEMENT**

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYORS' ACT AT THE REQUEST OF RUEL & ANN CALALO IN OCTOBER 2019.

*Andrew S. Chaper*  
 ANDREW S. CHAPER, P.L.S. 8005



**COUNTY SURVEYOR'S STATEMENT**

THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 8766 OF THE PROFESSIONAL LAND SURVEYORS' ACT THIS 12th DAY OF MAY, 2020.

TRACY W. PARK, P.L.S. 8176  
 COUNTY SURVEYOR  
 BY: *David O. Knell*  
 DAVID O. KNELL, P.L.S. 5301  
 DEPUTY COUNTY SURVEYOR



**COUNTY RECORDER'S STATEMENT**

FILED THIS 15th DAY OF MAY, 2020 AT 12:00 P.M. IN BOOK 2020 OF MAPS AT PAGE 118 AT THE REQUEST OF MARIN COUNTY DEPARTMENT OF PUBLIC WORKS.

SHELLY SCOTT,  
 COUNTY RECORDER  
 BY: *W. J. [Signature]*  
 DEPUTY  
 FILE NO. 2020-021923 FEE \$84

**LEGEND**

- CENTERLINE
- R/W LINE
- SUBJECT PROPERTY LINES
- LOT LINE
- SET 3/4" IP WITH CAP, STAMPED "P.L.S. 8005"
- FOUND MONUMENT AS NOTED
- DOC. APN DOCUMENT ASSESSORS PARCEL NUMBER

**RECORD OF SURVEY**

OF THE LANDS OF CALALO AS DESCRIBED IN DOCUMENT NO. 2006-0080551, OFFICIAL RECORDS OF MARIN COUNTY, BEING A PORTION OF LOT 5 IN BLOCK 190, AS SHOWN UPON THAT CERTAIN MAP ENTITLED "OFFICIAL MAP OF THE LANDS OF THE SAUSALITO LAND AND FERRY COMPANY", FILED IN MAP RACK 1, PULL 9, MARIN COUNTY RECORDS

CITY OF MILL VALLEY CALIFORNIA  
 COUNTY OF MARIN MAY 2020

ANDREW S. CHAPER, PLS  
 322 N. 18TH STREET, SAN JOSE, CA. 95112

Exhibit B

County Building Permit



MARIN COUNTY  
 COMMUNITY DEVELOPMENT AGENCY  
 BRIAN C. CRAWFORD, DIRECTOR  
 WILLIAM KELLEY, CBO, DEPUTY DIRECTOR  
 BUILDING & SAFETY DIVISION

RECEIVED

OCT 14 2020

COMMUNITY DEVELOPMENT

Departments	Approved	Date	Fee
Planning	JC	9/22/20	
Environ. Health	GRB	10/6/22	\$621.00
Land Dev./DPW	AS	9/28/22	1198.50
Building & Safety			

Table above to be completed by County staff

# CONSTRUCTION PERMIT APPLICATION

California Health and Safety Code Section 19825 v 2/7/20

Tracking # 86818

Permit Number: 172683

Plans Received: 10/29/20<sup>LL</sup>

Issued Date: 11-7-22

Zoning: RA-B4

## #1 IDENTIFY YOUR BUILDING PROJECT

What is it you are trying to do? Please describe ALL work to be performed under this building permit and the USE of the space or structure (additional space available on page 2)

Residential Use. No change to structure of existing primary residence. Existing accessory structure to be removed. Existing primary residence to become ADU. New 1661 sqft residence to be constructed on property, to become primary residence. (N) garage in envelope of new residence.

How much is this going to cost? TOTAL contract amount or dollar value of all work to be performed under this permit

\$800K

RECEIVED  
 APR 30 2021  
 Marin County  
 Department of Public Works

## Project Location

Address of Project

531 Tennessee Valley Rd

City, State, Zip

Mill Valley, CA, 94941

Locality

County

Nearest Cross Street

Headlands Ave

Assessor Parcel Number

052-100-02

Number of Units

1) e (2) N

## Project Data Table

Check all that apply:

- New Construction
- New Addition
- Change of Use/Conversion
- Remodel Existing
- Misc Improvement
- Repair Existing
- Code Enforcement Case

\* Not Including Remodeled Area  
 (Proposed = Existing + Addition/New)

	Existing Sq. Ft.	Remodel Sq. Ft.	Addition/New	Total Proposed*
1 <sup>st</sup> Floor Dwelling Area			443	443
2 <sup>nd</sup> Floor Dwelling Area			1661	1661
3 <sup>rd</sup> Floor Dwelling Area				
Total			2104	2104
Utility Area			780	780
Decks			390	390
Total			1170	1170
Total Impervious Area on Lot			7106	7106

See sheet A1.01

3501 Civic Center Drive, Room 308 – San Rafael, CA 94903-4157 – 415-473-6550 – Fax 415-473-7432

Visit us at <http://www.marincounty.org/depts/CD/main/index.cfm>

COUNTY OF MARIN  
COMMUNITY DEVELOPMENT AGENCY  
BUILDING AND SAFETY DIVISION

RECEIPT

OWNER: Galalo Ruel H / Jr / & Ann  
531 Tennessee Valley Rd Mill Valley  
Mill Valley CA 94041

RECEIPT NO. 172683      Tracking Number

PERMIT NO. 172683      86818

DATE: 11/07/2022

PERMIT FEES	AMOUNT
BUILDING PERMIT/TECH.	5309.97
PLAN REVIEW	
ZONING REVIEW	
INSULATION	
STATE FEE	104.00
INVESTIGATION FEE	32.00
ELECTRICAL PERMIT	1.00
MECHANICAL PERMIT	1.00
PLUMBING PERMIT	1.00
SPECIAL INSP.-REINSPE.	
SITE/ENCH. FEE	1198.56
ROADS	8000.00
PLANNING SURCHARGE	1032.06
RECYCLE	200.00
ENVIRONMENTAL HEALTH	621.00
TOTAL	17300.59
VALUATION	600000

**Property Owner Contact Information:**

Property Owner Information Ruel & Ana Catalo Telephone 510-289-9322  
Mailing Address 794 Iroquois Way  
City, State, Zip Fremont, CA 94539 Email kecatalo@gmail.com

**Project Applicant Contact Information:**

Licensed Design Professional in charge of project Audrey Bauer Telephone 630-677-6975  
Address 135 Webster St  
City, State, Zip San Francisco, CA 94117 Email audrey@studiomaven.com

**Additional Information for Plan Review or Inspection Staff**

*Please use this space to provide important helpful information, difficult directions to job site, contact name and phone number for coordinating inspections, gate codes, etc.*

Property Tenant Name and Phone Number (if applicable): \_\_\_\_\_

**APPLICANT'S ACKNOWLEDGEMENTS, AGREEMENTS AND DECLARATIONS**

*Under penalty of perjury and by my initials below and my signature on page 4, I affirm each of the following:*

AB I agree to prevent the existence or creation of any Unfinished-construction Nuisance, as defined in Section 19.04.053 of Marin County Code, for any scope of work authorized by issuance of this permit application and at the project location identified in this permit application. Furthermore, I acknowledge and agree that my violation of this agreement may make me subject to substantial monetary penalties in accordance with Section 19.04.053 of Marin County Code.

AB I acknowledge, agree and affirm that issuance of this permit application does not express or imply approval for any current or prior construction, use or occupancy other than the specific scopes of construction, use or occupancy declared in permit application as the basis for permit issuance and evidenced in the submitted documentation. Current or prior construction performed without proper permits is specifically excluded from any approvals expressed or implied under this building permit.

AB I acknowledge, agree and affirm that the building permit issued as a result of this application, including any or all of the permissions granted under said permit, may be denied, voided or revoked by the County of Marin on the basis of incomplete or inaccurate information or my failure to demonstrate compliance with any of the specific requirements of said permit. I further acknowledge, agree and affirm that the approvals necessary to issue and finalize said permit are not guaranteed and are subject to review of information provided by me and my evidence of work performed in compliance with the requirements of said permit.

**Intake Completeness Record: (This area for CDA Use Only)**

Plans [ ] NR/NA Recd by \_\_\_\_\_ Date \_\_\_\_\_ Lead cert [ ] NR/NA Recd by \_\_\_\_\_ Date \_\_\_\_\_

Lic # Verified by \_\_\_\_\_ Date \_\_\_\_\_ C&D form [ ] NR/NA Recd by \_\_\_\_\_ Date \_\_\_\_\_

OB form Verified by \_\_\_\_\_ Date \_\_\_\_\_ WComp [ ] NR/NA Verified by \_\_\_\_\_ Date \_\_\_\_\_

Will Serve: water [ ] NR/NA Recd by \_\_\_\_\_ Date \_\_\_\_\_ sewer [ ] NR/NA Recd by \_\_\_\_\_ Date \_\_\_\_\_

Fire (describe) \_\_\_\_\_ Verified by \_\_\_\_\_ Date \_\_\_\_\_

School Fees (describe) \_\_\_\_\_ Verified by \_\_\_\_\_ Date \_\_\_\_\_

Other (describe) \_\_\_\_\_ Verified by \_\_\_\_\_ Date \_\_\_\_\_

**#2 IDENTIFY WHO WILL PERFORM THE WORK (Complete either 2a or 2b)**

This permit is to be issued in the name of the  Licensed Contractor or  the Property Owner as the permit holder of record who will be responsible and liable for the construction. (check one)

**2a - CALIFORNIA LICENSED CONTRACTOR'S DECLARATION**

I hereby affirm under penalty of perjury that I am licensed under provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.

Contractor Name: TBD Telephone Number \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Email Address: \_\_\_\_\_

License Class and No. \_\_\_\_\_ Contractor Signature \_\_\_\_\_

**2b - OWNER-BUILDER'S DECLARATION**

I hereby affirm under penalty of perjury that I am exempt from the Contractors' State License Law for the reason(s) indicated below by the checkmark(s) I have placed next to the applicable item(s) (Section 7031.5, Business and Professions Code: Any city or county that requires a permit to construct, alter, improve, demolish, or repair any structure, prior to its issuance, also requires the applicant for the permit to file a signed statement that he or she is licensed pursuant to the provisions of the Contractors' State License Law (Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code) or that he or she is exempt from licensure and the basis for the alleged exemption. Any violation of Section 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars (\$500).):

I, as owner of the property, or my employees with wages as their sole compensation, will do  all of or  portions of the work, and the structure is not intended or offered for sale (Section 7044, Business and Professions Code: The Contractors' State License Law does not apply to an owner of property who, through employees' or personal effort, builds or improves the property, provided that the improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the Owner-Builder will have the burden of proving that it was not built or improved for the purpose of sale.)

I, as owner of the property, am exclusively contracting with licensed Contractors to construct the project (Section 7044, Business and Professions Code: The Contractors' State License Law does not apply to an owner of property who builds or improves thereon, and who contracts for the projects with a licensed Contractor pursuant to the Contractors' State License Law.)

I am exempt from licensure under the Contractors' State License Law for the following reason:

\_\_\_\_\_

By my signature below I acknowledge that, except for my personal residence in which I must have resided for at least one year prior to completion of the improvements covered by this permit, I cannot legally sell a structure that I have built as an owner-builder if it has not been constructed in its entirety by licensed contractors. I understand that a copy of the applicable law, Section 7044 of the Business and Professions Code, is available upon request when this application is submitted or at the following Web site: <http://www.leginfo.ca.gov/calaw.html>.

Property Owner or Authorized Agent signature \_\_\_\_\_ Date \_\_\_\_\_

**#3 IDENTIFY WORKERS' COMPENSTATION COVERAGE AND LENDING AGENCY**

**WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.**

WORKERS' COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

I have and will maintain a certificate of consent to self-insure for workers' compensation, issued by the Director of Industrial Relations as provided for by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. Policy No. \_\_\_\_\_

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are:

Carrier \_\_\_\_\_ Policy No \_\_\_\_\_ Expiration Date \_\_\_\_\_

Name of Agent \_\_\_\_\_ Tel No \_\_\_\_\_

I certify that, in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that, if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

DECLARATION REGARDING CONSTRUCTION LENDING AGENCY

I hereby affirm under penalty of perjury that there is a construction lending agency for the performance of the work for which this permit is issued (Section 3097, Civil Code).

Lender's Name and Address \_\_\_\_\_

**#4 SIGNED DECLARATION BY CONSTRUCTION PERMIT APPLICANT**


**IMPORTANT! We *strongly* encourage property owners to consult their homeowner's association *prior* to submitting their building permit application to the County of Marin.**

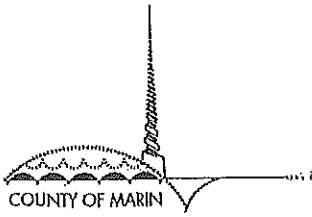
By my signature below, I hereby affirm and certify each of the following as well as all acknowledgements and agreements contained within this building permit application:

I am  a California licensed contractor or  the property owner\* or  authorized to act on the property owner's behalf\*\*.

- I have read this CONSTRUCTION PERMIT APPLICATION and the information I have provided is correct.
- I agree to comply with all applicable city and county ordinances and state laws relating to building construction.
- I authorize representatives of this city or county to enter the above-identified property for inspection purposes.
- I recognize this CONSTRUCTION PERMIT APPLICATION expires in 365 days if permit is not issued.
- I agree to save, indemnify and keep harmless the County of Marin against liabilities, judgments, costs and expenses which may in any way accrue against said County in consequence of the granting of this permit.

California Licensed Contractor, Property Owner\* or Authorized Agent\*\*: \*requires separate verification form  
\*\*requires separate authorization form

Applicant Signature  Date 10/14/20



# Marin County Building Permit Application

## PART B

### Request for Permit **ISSUANCE** Form v. 3-15-21

This form must be completed in full in order for the permits to be issued.

Job site address associated with this Request for Permit Issuance Form:

531 Tennessee Valley Rd. Mill Valley, CA 94941

Provide ALL Permit Tracking Numbers associated with this Request for Permit Issuance Form:

### WHO WILL THIS PERMIT BE ISSUED TO (the Permit Applicant & Holder of Record)?

The individual named below shall be the permit applicant & holder of record and shall be solely responsible and liable for the permit(s) issued for this application, as well as the construction performed under said permit(s), and shall serve as the responsible contact for this project until the permit(s) associated with this project are finalized and closed.

I am a:  California Licensed Contractor (See also Section 1 below)

Owner-builder and property owner of the site address for this project (See also Section 2 below)

NOTE: If the named permit applicant (below) authorizes another individual as his/her lawful agent for the purpose of signing for and receiving the issued permit(s), then Section 3 (below) must be completed by the Permit Applicant & Holder of Record.

Contact Information for the Permit Applicant & Holder of Record:

Name Byldan Corporation dba Clarum Homes

Complete Mailing Address 412 Olive Ave. Palo Alto, CA 94306

Contact Phone # 650.785.1588

Contact email Hectorflores@clarum.com

### PERMIT APPLICANT & HOLDER'S ACKNOWLEDGEMENTS, AGREEMENTS AND DECLARATIONS

*Under penalty of perjury and by my initials below and my signature on page 7, I affirm each of the following:*

HS I agree to prevent the existence or creation of any Unfinished-construction Nuisance, as defined in Section 19.04.053 of Marin County Code, for any scope of work authorized by issuance of this permit

application and at the project location identified in this permit application. Furthermore, I acknowledge and agree that my violation of this agreement may make me subject to substantial monetary penalties in accordance with Section 19.04.053 of Marin County Code.

Wos I acknowledge, agree and affirm that issuance of this permit application does not express or imply approval for any current or prior construction, use or occupancy *other* than the specific scopes of construction, use or occupancy declared in this permit application as the basis for permit issuance and evidenced in the submitted project documentation. Current or prior construction performed without proper permits is specifically excluded from any approvals expressed or implied under this/these building permit(s).

Wos I acknowledge, agree and affirm that the building permit(s) issued as a result of this application, including any or all of the permissions granted under said permit(s), may be denied, voided or revoked by the County of Marin on the basis of incomplete or inaccurate information or my failure to demonstrate compliance with any of the specific requirements of said permit(s). I further acknowledge, agree, and affirm that the approvals necessary to issue and finalize said permit(s) are not guaranteed and are subject to review of information provided for this project and my evidence of work performed in compliance with the requirements of said permit(s).

Wos I declare under penalty of perjury that, pursuant to the requirements of Sections 1101.1-8 of the California Civil Code, I have installed, or will install, water-conserving plumbing fixtures throughout the structures affected by this/these permit(s) and hereby certify that: 1) No toilets at this property will use more than 1.6 gallons of water per flush; 2) No urinals on this property will use more than 1 gallon of water per flush; 3) No showerheads on this property will have a flow capacity of more than 2.5 gallons per minute; and 4) No interior faucet will emit more than 2.2 gallons per minute.

Wos I declare under penalty of perjury that, pursuant to the requirements of Section 13113.7 of the California Health and Safety Code, I have installed, or will install, smoke alarms that are approved and listed by the State Fire Marshal within each dwelling unit affected by this/these permit(s). Smoke alarms compliant with Section R314 of the California Residential Code are installed, or will be installed: 1) In each sleeping room; 2) Immediately outside each separate sleeping area; 3) On each story of each dwelling unit, including basements and habitable attics; 4) On the upper level of split level floors without an intervening wall.

Wos I declare under penalty of perjury that, pursuant to the requirements of Section 17926 of the California Health and Safety Code and Section R315 of the California Residential Code, I have installed, or will install, carbon monoxide alarms that are approved and listed by the State Fire Marshal within each dwelling unit affected by this/these permit(s) that contain either 1) a fuel-fired appliance or fireplace; or 2) an attached garage with an opening into the dwelling unit. Carbon monoxide alarms compliant with Section R315 of the California Residential Code are installed, or will be installed: 1) In each sleeping room (or sleeping room with attached bathroom) containing a fuel-burning appliance; and 2) Immediately outside each separate sleeping area.

Wos I agree to strictly follow any/all applicable current construction safety protocols, as required by the Marin County Health Officer and strictly enforce these same construction safety protocols on the job site for this/these permit(s), until said permit(s) are finalized and closed.

Wos I agree to comply with all applicable construction and demolition requirements as set forth by Cal Green code and I acknowledge that this/these permit(s) will not be finalized and closed until such compliance is made evident to the issuer of this/these permit(s). For my project I plan demonstrate compliance by (select one):

Wos The Easy Method – I will take my materials to a Certified C&D and Reuse Facilities and submit copies of my receipts prior to final inspection (electronic submittals are accepted). A list of Certified Facilities can be found at the Zero Waste Marin (<https://zerowastemarin.org/businesses/about-zero-waste-commercial-programs/certified-construction-and-demolition-facilities/>)

\_\_\_\_\_ The Advanced Method – I will completed and submit a Post Documentation Form (pages 3-4 of the Construction Waste Management Plan) and copies of receipts from a waste facility.

**ANY ADDITIONAL INFORMATION FOR OUR FIELD INSPECTION STAFF?**

*Please use this space to provide important helpful information, difficult directions to job site, contact name and phone number for coordinating inspections, gate codes, etc.*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Property Tenant Contact Information (If applicable for this jobsite):**

Name \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

**Section 1 - CALIFORNIA LICENSED CONTRACTOR'S DECLARATION** (This Section is required when this/these permit(s) shall be issued to a California Licensed Contractor as the Permit Applicant & Holder of record)

I hereby affirm under penalty of perjury that I am licensed under provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.

Contractor Business Name: Byldan Corporation dba Clarum Homes Telephone: 650-322-7069

Mailing Address: 412 Olive Ave.

City, State, Zip: Palo Alto, CA 94306 Email Address: Hectorflores@clarum.com

License Class and No. General B - 719142

**Section 2 - OWNER-BUILDER'S DECLARATION** (This Section is required when this/these permit(s) shall be issued to the property owner as an Owner-Buifder and Permit Applicant & Holder of Record)

I hereby affirm under penalty of perjury that I am exempt from the Contractors' State License Law for the reason(s) indicated below by the checkmark(s) I have placed next to the applicable item(s) (Section 7031.5, Business and Professions Code: Any city or county that requires a permit to construct, alter, improve, demolish, or repair any structure, prior to its issuance, also requires the applicant for the permit to file a signed statement that he or she is licensed pursuant to the provisions of the Contractors' State License Law (Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code) or that he or she is exempt from licensure and the basis for the alleged exemption. Any violation of Section 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars (\$500).):



I, as owner of the property, or my employees with wages as their sole compensation, will do  all of or  portions of the work, and the structure is not intended or offered for sale (Section 7044, Business and Professions Code: The Contractors' State License Law does not apply to an owner of property who, through employees' or personal effort, builds or improves the property, provided that the improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the Owner-Builder will have the burden of proving that it was not built or improved for the purpose of sale.).

I, as owner of the property, am exclusively contracting with licensed Contractors to construct the project (Section 7044, Business and Professions Code: The Contractors' State License Law does not apply to an owner of property who builds or improves thereon, and who contracts for the projects with a licensed Contractor pursuant to the Contractors' State License Law.).

I am exempt from licensure under the Contractors' State License Law for the following reason:

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By my signature on page 7, I acknowledge that, except for my personal residence in which I must have resided for at least one year prior to completion of the improvements covered by this permit, I cannot legally sell a structure that I have built as an owner-builder if it has not been constructed in its entirety by licensed contractors. I understand that a copy of the applicable law, Section 7044 of the Business and Professions Code, is available upon request when this application is submitted or at the following Web site:

[http://leginfo.legislature.ca.gov/faces/codes\\_displayText.xhtml?lawCode=BPC&division=3.&title=&part=&chapter=9.&article=3](http://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=BPC&division=3.&title=&part=&chapter=9.&article=3).

## **Section 2 Continued - Notice to Property Owner Acting as Owner-Builder**

We are providing you with the following Owner-Builder Acknowledgment and Verification of Information to make you aware of your responsibilities, and possible risk you may incur by having this permit issued in your name as the Owner-Builder.

We will not issue this/these building permit(s) until you have read, initialed your understanding of each provision, signed, and returned this form to us at our official address indicated. NOTE: An authorized agent of the property owner cannot execute this application unless the property owner completes this Section and Section 3 below.

### **PROPERTY OWNER'S ACKNOWLEDGMENT AND VERIFICATION OF INFORMATION**

DIRECTIONS: Read and initial each statement below to signify you understand and verify this information.

\_\_\_\_1. I understand a frequent practice of unlicensed persons is to have the property owner obtain an "Owner-Builder" building permit that erroneously implies that the property owner is providing his or her own labor and material personally. I, as an Owner-Builder, may be held liable and subject to serious financial risk for any injuries sustained by an unlicensed person and his or her employees while working on my property. My homeowner's insurance may not provide coverage for those injuries. I am willfully acting as an Owner-Builder and am aware of the limits of my insurance coverage for injuries to workers on my property.

\_\_\_\_2. I understand building permits are not required to be signed by property owners unless they are responsible for the construction and are not hiring a licensed Contractor to assume this responsibility.

\_\_\_\_3. I understand as an "Owner-Builder" I am the responsible party of record on the permit. I understand that I may protect myself from potential financial risk by hiring a licensed Contractor and having the permit filed in his or her name instead of my own.

\_\_\_ 4. I understand Contractors are required by law to be licensed and bonded in California and to list their license numbers on permits and contracts.

\_\_\_ 5. I understand if I employ or otherwise engage any persons, other than California licensed Contractors, and the total value of my construction is at least five hundred dollars (\$500), including labor and materials, I may be considered an "employer" under state and federal law.

\_\_\_ 6. I understand if I am considered an "employer" under state and federal law, I must register with the state and federal government, withhold payroll taxes, provide workers' compensation disability insurance, and contribute to unemployment compensation for each "employee." I also understand my failure to abide by these laws may subject me to serious financial risk.

\_\_\_ 7. I understand under California Contractors' State License Law, an Owner-Builder who builds single-family residential structures cannot legally build them with the intent to offer them for sale, unless all work is performed by licensed subcontractors and the number of structures does not exceed four within any calendar year, or all of the work is performed under contract with a licensed general building Contractor.

\_\_\_ 8. I understand as an Owner-Builder if I sell the property for which this permit is issued, I may be held liable for any financial or personal injuries sustained by any subsequent owner(s) that result from any latent construction defects in the workmanship or materials.

\_\_\_ 9. I understand I may obtain more information regarding my obligations as an "employer" from the Internal Revenue Service, the United States Small Business Administration, the California Department of Benefit Payments, and the California Division of Industrial Accidents. I also understand I may contact the California Contractors' State License Board (CSLB) at 1-800-321-CSLB (2752) or <https://www.cslb.ca.gov/> for more information about licensed contractors.

\_\_\_ 10. I am aware of and consent to an Owner-Builder building permit applied for in my name, and understand that I am the party legally and financially responsible for proposed construction activity at the following address:

\_\_\_ 11. I agree that, as the party legally and financially responsible for this proposed construction activity, I will abide by all applicable laws and requirements that govern Owner-Builders as well as employers.

\_\_\_ 12. I agree to notify the Marin County Building and Safety Division immediately of any additions, deletions, or changes to any of the information I have provided on this form.

Licensed contractors are regulated by laws designed to protect the public. If you contract with someone who does not have a license, the Contractors' State License Board may be unable to assist you with any financial loss you may sustain as a result of a complaint. Your only remedy against unlicensed Contractors may be in civil court. It is also important for you to understand that if an unlicensed Contractor or employee of that individual or firm is injured while working on your property, you may be held liable for damages. If you obtain a permit as Owner-Builder and wish to hire Contractors, you will be responsible for verifying whether or not those Contractors are properly licensed and the status of their workers' compensation insurance coverage.

### **Section 3 - AUTHORIZATION TO SERVE AS AN AGENT FOR THE PERMIT APPLICANT**

NOTE: This Section must be completed by the Permit Applicant & Holder of Record (either contractor or property owner) when this/these permit(s) shall be signed for and given to a lawful agent designated (below) by the Permit Applicant & Holder of Record (either contractor or property owner) and who is lawfully acting on behalf of the Permit Applicant & Holder of Record for the purpose of securing this/these permit(s).

Excluding this Section, and the Notice to Property Owner (above), when applicable, the execution of which I understand is my personal responsibility, I hereby authorize the following person(s) to act as my agent(s) to apply for, sign, and file the documents necessary to obtain the Permit(s) for my project.

I declare under penalty of perjury that I am either a licensed contractor permit applicant, or the property owner permit applicant for the site address listed in Part A of the application for this/these permit(s), and I personally filled out this Section to designate/authorize an agent to act on my behalf and I certify the accuracy of the information provided.

Note: When the Permit Applicant & Holder of Record is a property owner acting as owner-builder, this form must also be verified through confirmation from the property owner's email provided in Part A of this application expressly naming the individual(s) below to act on the property owner's behalf for securing this/these permit(s) naming the property owner as the Permit Applicant & Holder of Record:

Property owner's Name: \_\_\_\_\_

Property owner's email: \_\_\_\_\_

Name of Authorized Agent to act on behalf of the Permit Applicant/Holder of Record for the purpose of securing this/these permit(s):

\_\_\_\_\_

Email address of Authorized Agent to act on behalf of the Permit Applicant/Holder of Record for the purpose of securing this/these permit(s):

\_\_\_\_\_

**ALL APPLICANTS MUST IDENTIFY WORKERS' COMPENSATION COVERAGE AND LENDING AGENCY**

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

**WORKERS' COMPENSATION DECLARATION**

I hereby affirm under penalty of perjury one of the following declarations:

I have and will maintain a certificate of consent to self-insure for workers' compensation, issued by the Director of Industrial Relations as provided for by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. Policy No. \_\_\_\_\_

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are:

Carrier EVEREST NATIONAL  
INSURANCE Policy No CA10001263221 Expiration Date 10/01/2023

Name of Agent \_\_\_\_\_ Tel No (800) 486-6695

I certify that, in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that, if I should become

subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

DECLARATION REGARDING CONSTRUCTION LENDING AGENCY

I hereby affirm under penalty of perjury that there is a construction lending agency for the performance of the work for which this permit is issued (Section 3097, Civil Code).

Lender's Name and Address \_\_\_\_\_  
\_\_\_\_\_

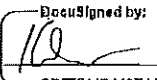
ALL APPLICANTS MUST SIGN THE FOLLOWING

DECLARATION BY BUILDING PERMIT APPLICANT & HOLDER OF RECORD

***IMPORTANT! We strongly encourage property owners to consult their homeowner's association prior to submitting their building permit application to the County of Marin.***

By my signature below, as the individual in whose name this/these permit(s) shall be issued, I hereby affirm and certify each of the following, as well as all acknowledgements and agreements contained above, in this Building Permit Issuance Form:

- I have read this Request for Permit ISSUANCE Form and the information I have provided is correct.
- I agree to comply with all applicable Marin County ordinances and state laws relating to building construction.
- I authorize representatives of Marin County to enter the above-identified property for inspection purposes.
- I recognize this BUILDING PERMIT APPLICATION (Parts A and B) expires in 365 days if permit(s) is/are not issued.
- I agree to save, indemnify, and keep harmless the County of Marin against liabilities, judgments, costs, and expenses which may in any way accrue against said County in consequence of the granting of this/these permit(s).

Permit Applicant & Holder of Record Signature  \_\_\_\_\_ Date 11/1/2022

DocuSigned by:  
CDF77410443E4A9...  
Hector Flores

➤ Email this completed form, along with your completed Building Permit Issuance Fee Payment Authorization Form to:

[SubmitBuildingPermit@marincounty.org](mailto:SubmitBuildingPermit@marincounty.org)

---

*This Area for CDA Staff Use Only*

List all OMNIS Permit Numbers associated with this Permit Issuance Form:

---

**SIX IMPORTANT THINGS TO KNOW about your building permit(s)!**

**First – Clear the Permit HOLDS ON ISSUANCE preventing your permit(s) from being issued!**

HOLDS ON ISSUANCE are additional requirements that are commonly attached to permit applications by one or more agencies during the review and approval process and that must be satisfied and released in order for your permit(s) to be issued. HOLDS ON ISSUANCE for your permit(s) are always communicated directly to the Submittal Applicant during the Pre-Issuance Review process in ProjectDox. You may request a copy of these HOLDS directly from the Submittal Applicant to coordinate their release, so that your permit(s) may be issued.

**Second – Access to the electronic plans and documents in ProjectDox.**

Once your permit(s) have been ISSUED, our online electronic plan review program (ProjectDox), will stamp each sheet in the plan set and move the final plans into an "APPROVED" folder for viewing and download. The submittal applicant and the permit holder of record will each receive an email with a temporary password and link allowing access to our online ProjectDox program, enabling each to login and 1) Create a personal account and password for all future use; and 2) View and download plans and documents from the "APPROVED" folder for your project. It is a requirement of each permit that the applicant or permit holder download, print, and provide a complete set of paper plans bearing the County stamp and to maintain a copy on the construction site for each project.

**Third – Scheduling your inspections.**

- All inspections required and provided by County building inspectors may be scheduled using our Selectron 24 hour telephone service for automated inspection scheduling, by calling (415) 473-6560 and inputting your PERMIT# and the INSPECTION CODE # that is located on the jobsite card for your inspection record that is mailed to the permit holder of record. You will need to schedule each inspection separately for each inspection you are requesting.
- NOTE: Inspections required by other agencies, such as Fire, Land Development, Planning, or Environmental Health must be scheduled separately by contacting them directly.
- NOTE: Inspections provided by Third-Party inspection agencies must also be scheduled separately by contacting them directly, at additional cost to the permit holder of record.

**Fourth – HOLDS PREVENTING YOUR CONSTRUCTION INSPECTIONS.**

Additional HOLDS may be placed on the construction of your project that may prevent your ability to schedule your Foundation Inspection, Close-in Inspection, or Final Inspection. It is the permit holder of record's responsibility to understand where each of these HOLDS are placed, and to satisfy the necessary requirements to release each of these HOLDS *prior* to scheduling your inspections. The list of HOLDS for you project are available for viewing and download from the Permit HOLDS or Documents folder for your project in ProjectDox.

**Fifth – Certificate of Occupancy.**

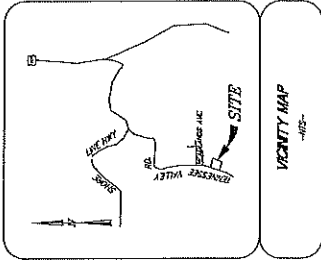
Once your permit has passed Final Inspection and your permit is officially "closed", you may request a Certificate of Occupancy (C/O) for your records, if desired, by emailing your request to [buildinginspection@marincounty.org](mailto:buildinginspection@marincounty.org) and including the Permit # and Jobsite Address. Staff will prepare the C/O and mail it to the permit holder of record.

### **Sixth – Unpermitted improvements!**

REMEMBER: Issuance of, inspections for, and/or Certificate of Occupancy for this permit does not express or imply approval for any current or prior construction, use or occupancy other than the specific scopes of construction, use or occupancy declared in this permit application as the basis for permit issuance and evidenced in the submitted project documentation. Current or prior construction performed without proper permits is specifically excluded from any approvals expressed or implied under your building permit(s) and may still be subject to mandated correction under separate permit, removal, and/or Code Enforcement action.

Exhibit C

District Approved Plans

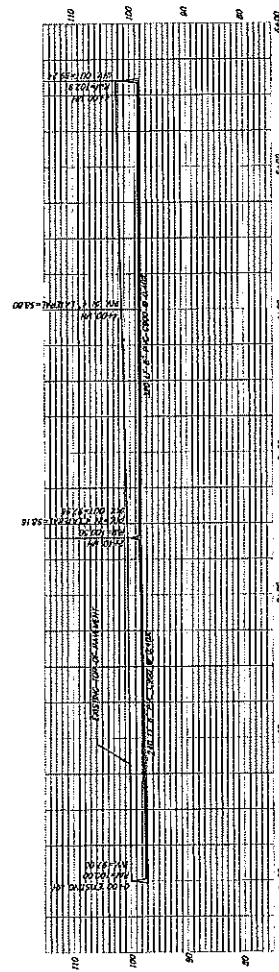
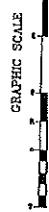
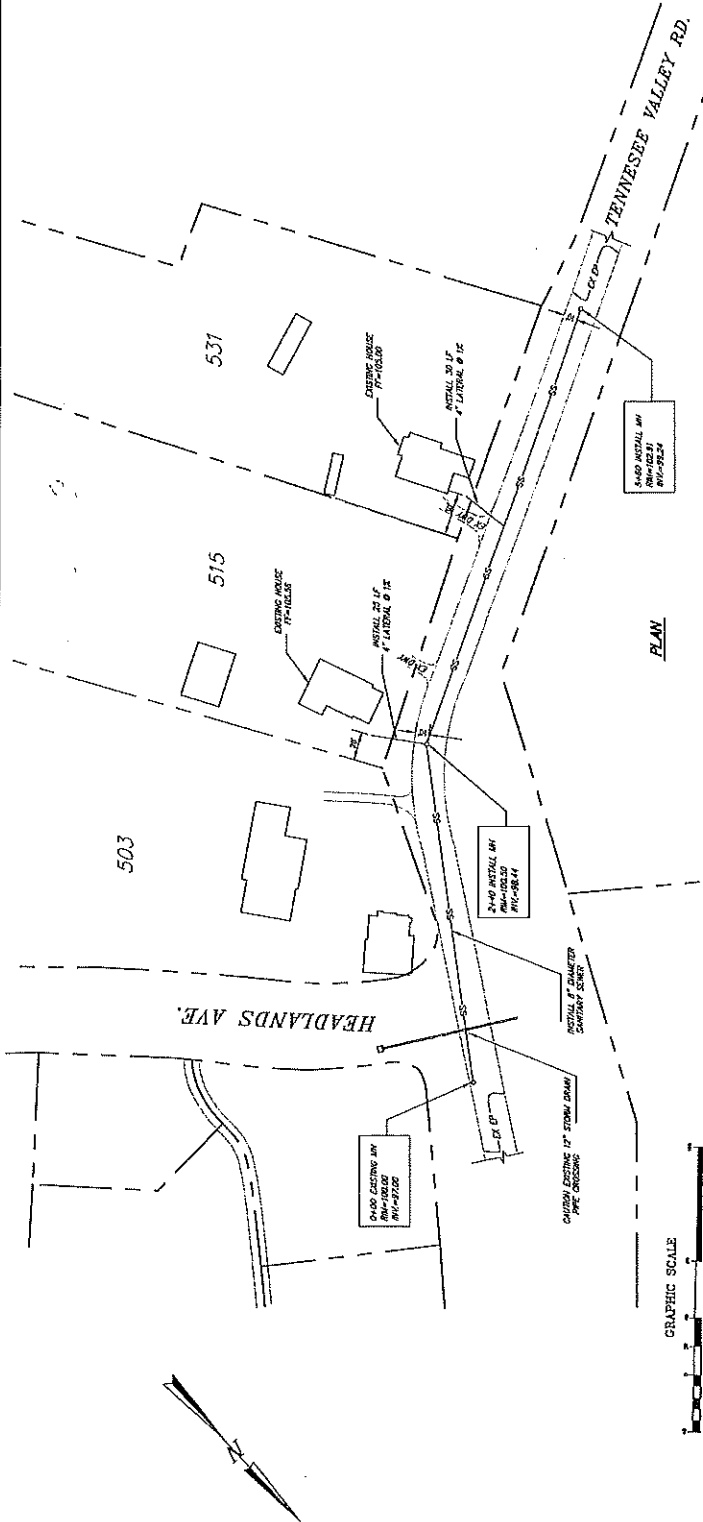


**LEGEND**

HW	MANHOLE
LF	LINEAR FEET
FF	FINISHED FLOOR
DW	DRAINAGE
EX	EXISTING
OP	EDGE OF PAVEMENT

- NOTES**
1. SHOW EXISTING 12" STORM DRAIN CROSSING
  2. UPGRADE EXISTING 12" STORM DRAIN TO 18" DIAMETER

- NOTES**
1. VERTICAL CURVE IS ASSUMED
  2. VERTICAL CURVE IS BASED UPON PROPOSED



**PROFILE**  
SCALE: H. 1"=10'  
V. 1"=4'

**IJS ASSOCIATES, INC.**  
CIVIL ENGINEERING AND LAND SURVEYING  
78 GULL DRIVE, SUITE A, HAYWARD, CA 94541-2077 (925)884-8888 FAX (925)884-2255

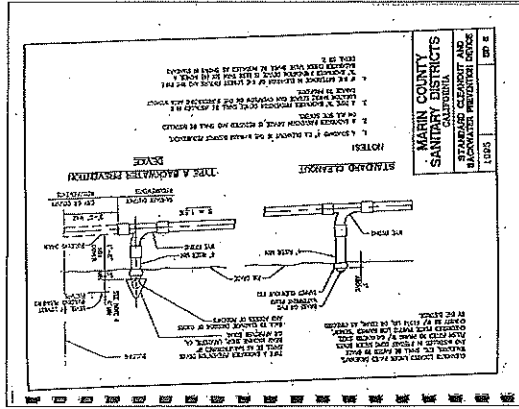
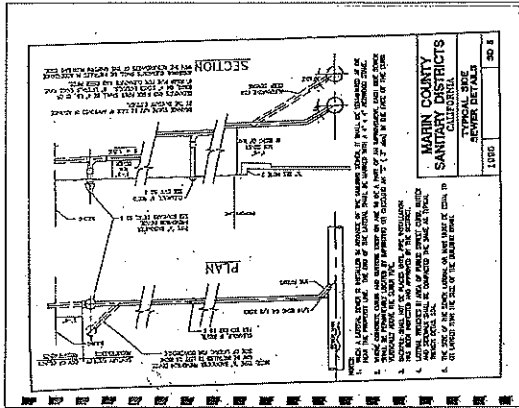
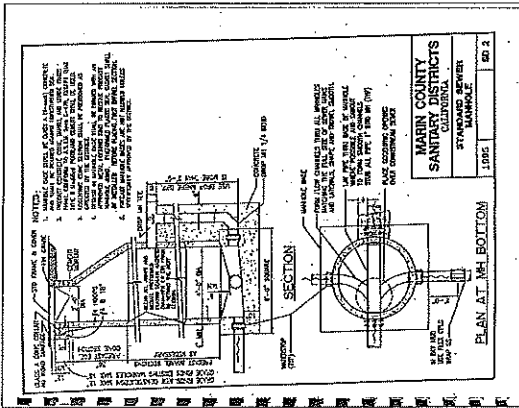
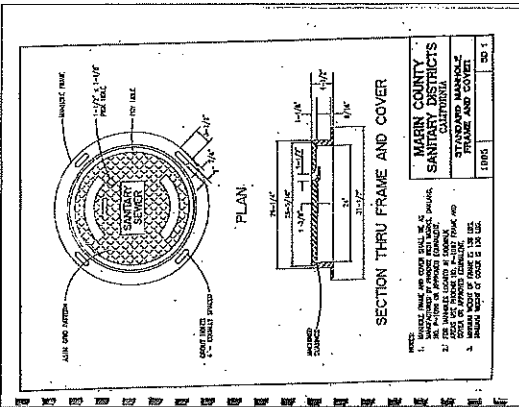
**581 TENNESSEE VALLEY ROAD**  
HAYWARD COUNTY CALIFORNIA  
SANITARY SEWER PLAN AND PROFILE

PROJECT NO. 100-02  
DATE: 04/20/15  
DRAWN BY: JWS  
CHECKED BY: JWS

**Professional Engineer Seal:**  
JAMES W. SMITH, CIVIL ENGINEER, No. 41261, State of California, Exp. 12/31/2018

A.P.C. 042-100-02  
RED BOOK NO. 111  
S:\Projects\042-100-02



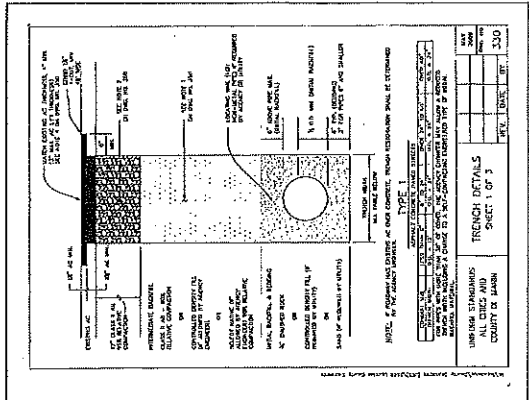


**MARIN COUNTY SANITARY DISTRICTS CALIFORNIA**  
STANDARD MANHOLE FRAME AND COVER  
1995  
SHEET NO. 1

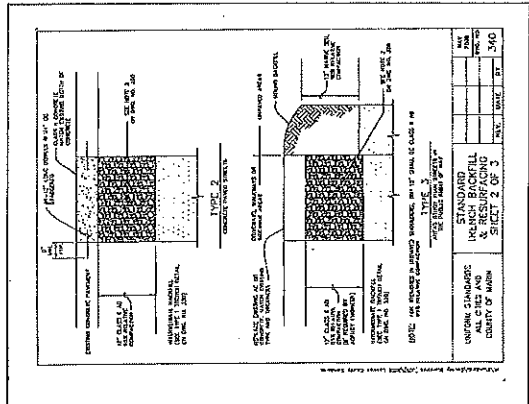
**MARIN COUNTY SANITARY DISTRICTS CALIFORNIA**  
STANDARD MANHOLE  
1995  
SHEET NO. 2

**MARIN COUNTY SANITARY DISTRICTS CALIFORNIA**  
SEWER DETAILS  
1995  
SHEET NO. 3

**MARIN COUNTY SANITARY DISTRICTS CALIFORNIA**  
STANDARD CLEANOUT AND BACKWATER PREVENTION DEVICE  
1995  
SHEET NO. 4



**MARIN COUNTY SANITARY DISTRICTS CALIFORNIA**  
STANDARD MANHOLE  
1995  
SHEET NO. 2



**MARIN COUNTY SANITARY DISTRICTS CALIFORNIA**  
STANDARD MANHOLE  
1995  
SHEET NO. 3

**GENERAL NOTES**

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL OBTAIN AN ENCROACHMENT PERMIT FROM THE COUNTY OF MARIN AND A PERMIT FOR SEWER CONNECTION FROM THE DISTRICT PRIOR TO THE COMMENCEMENT OF ANY WORK WITHIN THE TRENCH.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL OBTAIN AN ENCROACHMENT PERMIT FROM THE COUNTY OF MARIN AND A PERMIT FOR SEWER CONNECTION FROM THE DISTRICT PRIOR TO THE COMMENCEMENT OF ANY WORK WITHIN THE TRENCH.
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11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL OBTAIN AN ENCROACHMENT PERMIT FROM THE COUNTY OF MARIN AND A PERMIT FOR SEWER CONNECTION FROM THE DISTRICT PRIOR TO THE COMMENCEMENT OF ANY WORK WITHIN THE TRENCH.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL OBTAIN AN ENCROACHMENT PERMIT FROM THE COUNTY OF MARIN AND A PERMIT FOR SEWER CONNECTION FROM THE DISTRICT PRIOR TO THE COMMENCEMENT OF ANY WORK WITHIN THE TRENCH.

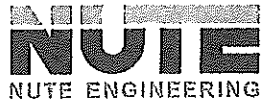
**SEWER NOTES**

1. ALL MATERIALS AND WORKMANSHIP FOR THIS WORK SHALL CONFORM WITH THESE PLANS AND THE SPECIFICATIONS FOR STANDARD SEWER PIPE AND FITTINGS.
2. THE CONTRACTOR SHALL OBTAIN AN ENCROACHMENT PERMIT FROM THE COUNTY OF MARIN AND A PERMIT FOR SEWER CONNECTION FROM THE DISTRICT PRIOR TO THE COMMENCEMENT OF ANY WORK WITHIN THE TRENCH.
3. SEWER COUNTY LATERALS SHALL HAVE TO MAINTAIN SLOPE.
4. ALL WORK SHALL BE INSPECTED BY MARIN COUNTY SANITARY DISTRICTS.
5. ANY EXISTING SEWER PIPE TO BE REMOVED SHALL BE REMOVED TO A LEGAL DUMP SITE.
6. ANY WORK WILL BE REQUIRED TO MEET PRE-ENGINEERED TESTING AND INSPECTION REQUIREMENTS. THE CONTRACTOR SHALL OBTAIN AN ENCROACHMENT PERMIT FROM THE COUNTY OF MARIN AND A PERMIT FOR SEWER CONNECTION FROM THE DISTRICT PRIOR TO THE COMMENCEMENT OF ANY WORK WITHIN THE TRENCH.
7. CONTRACTOR MAY HAVE TO ADJUST TO A DIFFERENT RE-PAIRING DETAILS AND BACKFILL ROAD BASE SECTION AS APPROVED BY COUNTY ROAD DEPARTMENT PERMIT DETAILS.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL OBTAIN AN ENCROACHMENT PERMIT FROM THE COUNTY OF MARIN AND A PERMIT FOR SEWER CONNECTION FROM THE DISTRICT PRIOR TO THE COMMENCEMENT OF ANY WORK WITHIN THE TRENCH.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL OBTAIN AN ENCROACHMENT PERMIT FROM THE COUNTY OF MARIN AND A PERMIT FOR SEWER CONNECTION FROM THE DISTRICT PRIOR TO THE COMMENCEMENT OF ANY WORK WITHIN THE TRENCH.
10. ALL PIPE AND FITTINGS SHALL BE PLASTIC PRESSURE RATED UNLESS OTHERWISE SPECIFIED. ALL SPECIAL REQUIREMENTS MUST BE COORDINATED AHEAD OF TIME WITH ADVANCE WITH DISTRICT STAFF PRE-APPROVED BY THE DISTRICT.
11. CONTRACTOR MUST SUBMIT MANHOLE REPAIRING PERMIT FROM THE COUNTY OF MARIN AND A PERMIT FOR SEWER CONNECTION FROM THE DISTRICT PRIOR TO THE COMMENCEMENT OF ANY WORK WITHIN THE TRENCH.
12. MANHOLE COVER IS 4 FEET, FOR DEPTH LESS THAN 4 FEET SEE SEWER STANDARDS.



**ILS ASSOCIATES, INC.**  
CIVIL ENGINEERING AND LAND SURVEYING  
75 DALL DRIVE SUITE A, NORTON, CA 94957-3071 (415) 882-2200 FAX (415) 882-2202  
**531 TENNESSEE VALLEY ROAD**  
MILL VALLEY  
MARIN COUNTY CALIFORNIA  
**SEWER NOTES AND DETAILS**  
SHEET NO. 2

APRIL 04-10-07  
FIELD BOOK NO. 111  
FORM 600



Civil and Sanitary Consultants

February 6, 2023

CALALO TRUST  
Attn: Eneida Amparan  
412 Olive Avenue  
Palo Alto, CA 94306

**Re: APN #052-100-02, Proposed Main Line Extension Agreement  
and New Connection for 531 Tennessee Valley Road (Single Family Home), to  
Tamalpais Valley Sanitary District Sewer System**

**Subject:** Comments on Application for New Connection Application Dated 8/11/2022 and  
531 Tennessee Valley Road Sewer Mainline Plan and Profile by ILS, Associates, Inc.  
Dated 12/17/2020

Dear Mr. and Ms. Calalo,

Nute Engineering is a sanitary sewer engineering company contracted by Tamalpais Community Services District (TCSD) as the District Engineer to assist in processing sewer lateral and connection applications. We have reviewed the above referenced application for connection of 531 Tennessee Valley Road, and the associated required Sewer Main Line Extension proposed and have the following points of summary and resulting comments. Attached for your reference are TCSD Ordinance 17 Regulating the use of Public and Private Sewers, associated Procedures for Public Sewer Construction, and the current Sewer Connection Permit listing some relevant fees which increase by the CPI every July.

Summary of Submittals and Timeline:

- A) Application for the connection of #052-100-02, 531 Tennessee Valley Road, for sewer service with TCSD received on 8/11/2022.
- B) TCSD issued Letter to County of Marin Building Department affirming the District "Will Serve" for the connection of the property #052-100-02, 531 Tennessee Valley Road, with sewer service pending completion of the District Permit, including a connection permit, sewer mainline extension, and sewer lateral permit; 08/23/2022. This is not an Authorization/OK to Construct.
- C) Plans and Survey submitted prepared by ILS, Associates, Inc., Clark Civil Engineering, Studio Maven, and Andrew S. Chafter, PLS.

Comments Regarding Proposed Sewer Mainline Extension for 531 Tennessee Valley Road:

- A) Proposed mainline and lateral connection application is for 531 Tennessee Valley Road only and does not include 515 Tennessee Valley Road. *The District requires a separate application for each address.* Also, we need clarification as to which property will be responsible for installing the sewer mainline.
- B) Completed Mainline Extension Agreement (MEA) is required (draft document to be provided by TCSD),
- C) Your Engineer must submit a construction estimate of project cost and a Bid from a licensed contractor for the Value of the MEA work planned,
- D) Material workmanship Bond is required during construction,
- E) Warranty Bond is required for a term of one-year from date of connection,
- F) Engineering and inspection initial deposit of 4% of the project cost or other amount as deemed adequate by the District is required. The District may request additional deposits if needed during plan review and inspections. Actual District related time and materials costs will be billed and must be paid in full as a condition of final project acceptance. Any unused advanced funds will be reimbursed at end of the project,
- G) Payment of sewer capacity charge is due prior to sewer line being placed into service.
- H) The MEA must be presented to and approved by the TCSD Board of Directors before construction,
- I) Inspection of work and testing performed on sewer and manholes for the District representative,
- J) Closed Circuit Televising (CCTV) of installed sewer and manholes,
- K) Completion of any other permits required must be completed by the Contractor (for example, County of Marin Encroachment Permit, County of Marin Building Permit and Plan Review, Mill Valley Business License, CEQ determination, California OSHA shoring and construction permits, any other permits or environmental approvals required),
- L) Successful completion of the one-year warranty period,
- M) The completed MEA Project and Warranty success must be presented to and approved by the TCSD Board of Directors for the acceptance resolution of the new Mainline Sewer,
- N) Review of 531 Tennessee Valley Road Sewer Mainline Plan and Profile (two sheets) by ILS, Associates, Inc., dated 12/17/2020, have the following corrections required:
  - 1. Sewer pipe diameter must be increased to 8" to allow for a flatter minimum slope and to keep the sewer at or below a required 30" minimum cover over top of pipe,
  - 2. Sewer Mainline Profile is required,
  - 3. Pipe materials and specifications must be included for materials: PVC C900 pipe and manufactured wye fittings for lateral(s), pipe sealed to manholes with a large diameter pipe seal (Fernco or equal) at manhole connections, manhole barrels and lid(s) must be sealed,
  - 4. Pipe must extend across the entire frontage of the property to allow for future development upstream,
  - 5. Permitting agency for the road excavation and repair must also approve project and sewer repaving plan,

6. Sewer Specifications and Details should reference the more current Sewer Agency Southern Marin (SASM) Standard Specifications dated 2019, attached for your reference.

Comments Regarding Proposed Sewer Lateral and Connection for 531 Tennessee Valley Road:

- A) Sewer Lateral application must be completed, including payment of the connection fees to TCSD prior to Approval to Construct to be sent to the County of Marin,
- B) Pre- and Post-job fixture count must be completed by TCSD staff. Additional fixtures or second units/ADU not included in the permit may result in additional fees and penalties,
- C) Sewer Connection approval must be granted by the County of Marin,
- D) Any existing septic tank(s) must be properly abandoned with a County of Marin Environmental Health Permit,
- E) Sewer Lateral Inspection fee required,
- F) Sewer lateral minimum slope is 1.5%,
- G) Sewer Lateral Profile on Plans is required,
- H) Minimum cover for all pipes and laterals must be 30 inches. Pipe material must reflect minimum depth and location (street or unimproved),
- I) Due to natural swale v-ditches, if the sewer lateral is less than 30 inches from the surface or bottom of the V-ditch, it must be protected by either a concrete cap or a casing approved by the District,
- J) Closed Circuit Televising (CCTV) of installed sewer lateral required after construction,
- K) Inspection of work and air pressure testing performed on sewer and vacuum or water testing performed on manholes for the District representative to gain OK for Occupancy of the single-family home to be sent to County of Marin to release the Hold on the building permit.

Fees/Charges/Deposits

- A) Prior to the sewer lateral hook-up, the applicant must pay the sewer capacity charge of \$16,683 per single family residential unit (DU- dwelling unit),
- B) Prior to the sewer lateral hook-up, the applicant must pay the connection charge of \$548 per lateral,
- C) Outside Engineering Plan review/approval and project inspections are paid for on a time and materials basis. The applicant is required to make an initial deposit of \$12,000 to pay for outside engineering fees. The District shall apply a 10% administrative fee to manage the engineering contract and plan review process. The District shall drawdown the deposit to pay for the outside engineering costs and administrative overhead. When less than 25% of the initial deposit remains, the District shall request the applicant make an additional deposit no greater than the initial deposit. The District may, in its sole discretion, decide to stop the plan review/approval process at any time should the applicant fail to make the required deposits.
- D) The applicant is also responsible for paying for any outside District legal counsel fees to review all necessary agreements. The applicant is required to make an initial deposit of \$1,000.

- E) Any unused deposits will be refunded to the applicant within 45 days of the District's final inspections and approvals, or applied to a prorated sewer service charge, if desired by applicant.

Summary and Resubmittals Required:

- A) Please resubmit a revised sewer plan, profile and specifications and construction estimate and a construction bid with noted corrections for District review,
- B) Please submit permit fees, charges, and/or deposits for 531 Tennessee Valley Road and the MEA as stated above,
- C) Please also submit separately the Connection and Lateral Permit application for 515 Tennessee Valley Road. The application fee is \$548. The fees, charges, and initial deposits are the same as for 531 Tennessee Road, with the exception of MEA deposits and bonds, if the MEA is completed with 531 Tennessee Road project. Only the property responsible for the construction of the sewer mainline extension will be required to execute the MEA.

As a courtesy, attached is a draft Mainline Extension Agreement (MEA) which will require revisions to reflect the proposed project. After the sewer mainline and lateral plans are approved, we can finalize the MEA. The plans are one of the MEA attachments, along with the required deposits and warranty and maintenance bonds, per the District Ordinances and Codes.

Should you have any questions, please contact me at the above number or email me at [pippin.c@nute-engr.com](mailto:pippin.c@nute-engr.com).

Very truly yours,

NUTE ENGINEERING

By:



Pippin Cavagnaro, PE

Attachments

Cc: Garrett Toy, General Manager, TCSD  
Mike Quecke, Operations Superintendent, TCSD  
Calalo Trust



## TAMALPAIS COMMUNITY SERVICES DISTRICT

Staff Report  
Board Meeting  
November 8, 2023

**TO: BOARD OF DIRECTORS**

**FROM: GARRETT TOY, GENERAL MANAGER**

**SUBJECT: AWARD BID TO THE LOWEST RESPONSIBLE BIDDER FOR THE COMMUNITY CENTER/CORPORATION YARD FENCE REPLACEMENT PROJECT- PHASE 1 AND APPROVE CONTINGENCY RESERVE OF \$20,000 FOR UNFORESEEN FIELD CONDITIONS OR REJECT ALL BIDS**

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*(Note: Bids were opened on November 2, 2023 at 2:00pm. This staff report is a place holder for bid award or rejection. The project engineer should be able to complete his review and analysis by the meeting.)*

### **RECOMMENDATION**

Adopt resolution (resolution will be available at the meeting)

### **BACKGROUND**

At its September meeting, staff reported the Community Center and Corporation Yard Fence project would be divided into three phases for practical and scheduling purposes:

- Phase I- Community Center and parking lot fence (include site grubbing and brush removal)
- Phase II- Corporation yard expansion area including fence (southern portion), filling in and leveling areas, and asphalt paving
- Phase III- Remainder of Corporation Yard fence

### **DISCUSSION**

The bid notice was advertised in the Marin IJ and posted to plan exchanges as required in early October. The formal bid opening was initially scheduled for October 31<sup>st</sup> but was moved to November 2<sup>nd</sup>. Two contractors submitted bids (see attached bidders list). The bid requested the removal of existing fence and construction of approximately 800 linear feet of new 6 ft redwood fence with 2 ft. lattice around the Community Center and parking lot. The bid does request bid alternatives to reduce the size of the redwood fence slats and to substitute redwood for pressure-treated posts and 2x12 boards. However, the bid is awarded based on the base bid. The engineer's estimate for the project is \$145,000.

## Agenda Item No. 5G

District staff and Nute Engineering staff, Pippin Cavagnaro, P.E., are in the process of reviewing the bids and will have a recommendation at the meeting. We will also be recommending a project contingency of \$20,000 (approx. 10%) to cover unforeseen field conditions.

### **FISCAL IMPACT**

The FY23-24 CIP budget allocated \$256,000 for the replacement of the perimeter fencing for the community center and corporation yard. The Community Center is Phase 1.

### **ATTACHMENT**

- A. Bidders List

BIDDERS LIST

November 2, 2023 2:00pm  
305 Bell Lane, Mill Valley, CA 94941  
Tamalpais Community Services District  
Corporation Yard Fence Project Phase 1

Name

Bid Amount

Name	Bid Amount
LVI ENGINEERING INC	\$155,950
CORCUS CONSTRUCTION, INC	\$225,292





## TAMALPAIS COMMUNITY SERVICES DISTRICT

Staff Report  
November 8, 2023

**TO: BOARD OF DIRECTORS**

**FROM: GARRETT TOY, GENERAL MANAGER**

**SUBJECT: ADOPT RESOLUTION AUTHORIZING SUBMITTAL OF A REGIONAL GRANT APPLICATION FOR CALRECYCLE SB1383 LOCAL ASSISTANCE GRANTS AS LEAD PARTICIPANT FOR THE SPECIAL DISTRICTS**

---

### **RECOMMENDATION**

Adopt resolution authorizing submittal of a Regional Grant Application for CalRecycle SB1383 Local Assistance Grants as Lead Participant for the Special Districts.

### **DISCUSSION**

In October 2023, the Board adopted a resolution authorizing staff to submit applications for and accept if awarded, the CalRecycle SB 1383 Local Assistance Grant Program. For this coming program year applications are due November 15, 2023, and the base award amount is \$75,000 (maximum). Initially staff intended to submit an individual application to cover marketing materials for the compost pails, stickers, Christmas tree composting, and SB 1383 enforcement/compliance activities. Notice of grant award is March 2024.

However, R3 Consulting contacted us on behalf of Zero Waste Marin regarding the option to submit a regional application for the Special Districts for the CalRecycle SB 1383 Local Assistance Grant Program. A regional application makes much more sense for those Special Districts who are responsible for providing solid waste services to their residents. A regional application provides for more cost efficient and effective grant administration, provides greater flexibility to use funds for regional compliance and enforcement, and maximizes regional resources because each Special District is eligible for the base grant amount \$75,000. Of the nine Special Districts (SDs) eligible for the grant, five SDs, as of the writing of this staff report, have committed to participate in a regional grant application: TCSD, Bolinas, Homestead, Las Gallinas, and Strawberry. The grant will be prepared by R3 Consulting under contract with Zero Waste Marin.

A regional grant does require a lead participant (agency) to manage the grant. However, the grant application will include funds to retain a consultant to manage the grant. Staff is recommending that TCSD be the lead participant for the regional application. As TCSD is the only hauler among the Special Districts (other SDs provide service via franchise agreements), TCSD would benefit greatly from a regional approach for SB 1383 compliance and enforcement and, is worth the effort of being the lead participant to facilitate a regional application.

### **FISCAL IMPACT**

The grant would cover costs normally paid for by TCSD rate payers.

### **ATTACHMENT**

Resolution



**TAMALPAIS COMMUNITY SERVICES DISTRICT**

305 Bell Lane, Mill Valley, CA 94941 ♦ 415.388.6393 ♦ Fax: 415.388.4168  
info@tamcsd.org ♦ www.tamcsd.org

**RESOLUTION 2023- 20**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE TAMALPAIS COMMUNITY SERVICES DISTRICT AUTHORIZING SUBMITTAL OF A REGIONAL GRANT APPLICATION FOR SB1383 LOCAL ASSISTANCE GRANTS AS LEAD PARTICIPANT FOR THE SPECIAL DISTRICTS**

**WHEREAS**, Public Resources Code section 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California’s (state) efforts to reduce, recycle, and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

**WHEREAS**, SB 1383 Local Assistance Grant allows regional grant projects; and

**WHEREAS**, CalRecycle grant application procedures require, among other things, a regional applicant’s governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

**NOW, THEREFORE, BE IT RESOLVED** that the Tamalpais Community Services District Board of Directors authorizes the Tamalpais Community Services District to submit a SB1383 Local Assistance Grant Regional Application on behalf of itself as Lead Participant and on behalf of all Non-Lead Participants.

**BE IT FURTHER RESOLVED** that the Non-Lead Participants may include: Almonte Sanitary District, Alto Sanitary District, Bolinas Community Public Utility District, Homestead Valley Sanitary District, Las Gallinas Valley Sanitary District, Marin City Community Services District, and Strawberry Recreation District.

**BE IT FURTHER RESOLVED** that the General Manager, or their designee, is hereby authorized and empowered to execute on behalf of Tamalpais Community Services District all grant-related documents, including, but not limited to, applications, payment requests, agreements, and amendments necessary to secure grant funds and to implement the approved grant project; and

**BE IT FURTHER RESOLVED** that these authorizations are effective for five (5) years from the date of adoption of this resolution.

/  
/

The foregoing resolution was duly passed and adopted by the Board of Directors of the Tamalpais Community Service District at a duly noticed meeting held in said District on the 8th day of November 2023 by the following vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Steffen Bartschat, President

ATTEST:

\_\_\_\_\_  
Board Secretary/Clerk



## TAMALPAIS COMMUNITY SERVICES DISTRICT

Staff Report  
Board Meeting  
November 8, 2023

**TO: BOARD OF DIRECTORS**

**FROM: GARRETT TOY, GENERAL MANAGER**

**SUBJECT: GENERAL MANAGER’S REPORT INCLUDING PRELIMINARY BOARD MEETING SCHEDULE FOR 2024**

**RECOMMENDATION**

Receive and discuss the October 2023 General Manager’s report.

**DISCUSSION**

Wastewater Statistics and Work

- September flow through Bell Lane Pump Station: 7,797,700 gallons
- September flow through Bob Bunce Pump Station: 141,898 gallons
- Rain: 4 events-1.26 total inches
- Sewer Spill: 1 (October 30, 2023, less than 25 gallons)

Approximate Location: northbound Shoreline manhole between West California and Erica; staff spotted possible spill and notified wastewater operations; blockage (roots, debris) probably built up over time because sewer line only serves 4 homes.

- Lateral Inspections Jan – October: 54 (for resales, ADU’s, CIP, other)

Solid Waste Statistics and Work

SOLID WASTE CALLS FOR SERVICE 2023	Month									
	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct
Missed pick-up	26	27	20	20	18	25	39	27	18	26
New Service request	2	2	5	7	12		3	9	6	16
Replacement carts	17	8	10	6	8	18	10	13	8	8
Dumpsters	14	11	5	7	4	4	6	3	3	9
Extra trash pick-up	17	20	17	16	12	11	11	15	7	12
Late put out	2	4	2	-	1	2	1	1	2	3
Other	-	-	-	1	2	-	4	8	6	-
<b>Total</b>	<b>78</b>	<b>72</b>	<b>59</b>	<b>57</b>	<b>57</b>	<b>60</b>	<b>74</b>	<b>76</b>	<b>50</b>	<b>74</b>
<b>YTD Total</b>										<b>657</b>

Average calls per month- 66

- Debris Day was held on Saturday, October 7<sup>th</sup> This year we decided to also accept e-waste and have residents sign-in for data tracking purposes. Of the total of 140 customers who signed in for Debris Day, 33 brought scrap metal, 37 had e-waste, and/or 114 brought debris.

TCSO received approximately 25 cubic yards (cy) of debris, 25 cy of scrap metal, 5 cy of cardboard, and 2 cy of e-waste. We also collected 2 five-gallon buckets of batteries.

We also had over 100 customers (signed-in) bring in the equivalent of 240 banker boxes to be shredded.

The next Debris Day is scheduled for May 4, 2024.

- Staff is leading the effort among the Marin Special Districts, who are responsible for providing solid waste services, to apply for a regional SB1383 local assistance grant from CalRecycle. The grant provides funding for SB1383 education/outreach, compliance, and enforcement activities.

#### Parks and Recreation Work

- The first Spaghetti Bingo, since 2019, was held on Friday October 20<sup>th</sup>. We sold over 100 tickets. We collected approximately \$1,000 in revenues from donations and ticket sales (net of Eventbrite service fees). We estimated a total event cost of approximately \$900. The cost does not include the \$300 for new bingo cards, signage, and crayons, all of which will be reused for future bingo events. The event was staffed by volunteers, other than full-time TCSO staff. In essence, Spaghetti Bingo was a break-even event.
- We held a volunteer appreciation event at the Cabin on Saturday, October 21. Approximately 30 volunteers attended the event. We had "thank you" bags, arts and craft activities, and food /refreshments for the attendees.
- We are in the process of painting the interior of the Eastwood Park restroom.
- Southern Marin Fire District (SMFD) started clearing brush along the pathway in Eastwood Park on 10/23 and plans to complete its efforts on 11/3.
- The foot bridge behind Tam Valley Elementary School and the bottom of the steps from Carrera Dr. has been replaced and repaired.



Administration

- We prepared the agenda and attended the PARC meeting on October 20<sup>th</sup> at the TCSD main office at 3:00pm. The next PARC meeting is scheduled for November 17<sup>th</sup> at the Tam Valley Community Center.
- We continue working with PG&E to get more details regarding PG&E's planned relocation of its transmission tower to the TCSD parking lot.
- Attached is the draft Board meeting schedule for 2024 for preliminary discussion. For reference, we also attached the 2024 TCSD holiday schedule.

**ATTACHMENTS**

- A. Preliminary Board Meeting Schedule
- B. 2024 Holiday Schedule



## TAMALPAIS COMMUNITY SERVICES DISTRICT

305 Bell Lane, Mill Valley, CA 94941 ♦ 415.388.6393 ♦ Fax: 415.388.4168  
 info@tamcsd.org ♦ www.tamcsd.org

### TCSD 2024 BOARD MEETING SCHEDULE

REGULAR BOARD MEETINGS – Second Wednesday of each month – 7:00pm at Tam Valley Community Center  
 REGULAR BOARD WORK SESSIONS – Fourth Wednesday of the Month- 8:30am at Tam Valley Community Center  
**MEMBERS OF THE PUBLIC ARE INVITED TO ALL OPEN MEETINGS**

DATE	TYPE <i>(Specific Topic for work sessions)</i>	LOCATION
1/10/24	BOARD MEETING	TAM VALLEY COMMUNITY CENTER
1/24/24	BOARD WORK SESSION	TAM VALLEY COMMUNITY CENTER
2/14/24	BOARD MEETING	TAM VALLEY COMMUNITY CENTER
2/10 or 2/21/24	BOARD PLANNING RETREAT	FERNWOOD CEMETERY (9am-1pm)
2/28/24	BOARD WORK SESSION	CANCELED
3/13/24	BOARD MEETING	TAM VALLEY COMMUNITY CENTER
3/27/24	BOARD WORK SESSION	TAM VALLEY COMMUNITY CENTER
4/10/24	BOARD MEETING	TAM VALLEY COMMUNITY CENTER
4/24/24	BOARD WORK SESSION	TAM VALLEY COMMUNITY CENTER
5/8/24	BOARD MEETING	TAM VALLEY COMMUNITY CENTER
5/22/24	BOARD WORK SESSION <i>(Budget Workshop)</i>	TAM VALLEY COMMUNITY CENTER
6/12/24	BOARD MEETING	TAM VALLEY COMMUNITY CENTER
6/26/24	BOARD WORK SESSION	TAM VALLEY COMMUNITY CENTER
7/10/24	BOARD MEETING	TAM VALLEY COMMUNITY CENTER
7/24/24	BOARD WORK SESSION	TAM VALLEY COMMUNITY CENTER
8/14/24	BOARD MEETING	TAM VALLEY COMMUNITY CENTER
8/28/24	BOARD WORK SESSION	TAM VALLEY COMMUNITY CENTER
9/11/24	BOARD MEETING	TAM VALLEY COMMUNITY CENTER
9/25/24	BOARD WORK SESSION	TAM VALLEY COMMUNITY CENTER
10/9/24	BOARD MEETING	TAM VALLEY COMMUNITY CENTER
10/23/24	BOARD WORK SESSION	TAM VALLEY COMMUNITY CENTER
11/13/24	BOARD MEETING	TAM VALLEY COMMUNITY CENTER
12/11/24	BOARD MEETING	TAM VALLEY COMMUNITY CENTER
11/27/24 & 12/25/24	NO BOARD WORK SESSIONS	Thanksgiving Recess & Winter Break

Tam Valley Community Center, 203 Marin Drive, Mill Valley  
 Agendas for public meetings are located either in the bulletin board at TCSD's Main Office or online at [www.tamcsd.org](http://www.tamcsd.org)



# Tamalpais Community Services District

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## TCSD 2023/2024 UPCOMING HOLIDAY SCHEDULE

**Should you have a sewer related emergency on a holiday please contact the district's answering service at 415.779.9059**

DATE	TYPE
FRI 11/10/23	VETERAN'S DAY
THUR 11/23/23	THANKSGIVING DAY
FRI 11/24/23	DAY AFTER THANKSGIVING
FRI 12/22/23	½ DAY BEFORE CHRISTMAS
MON 12/25/23	CHRISTMAS DAY
FRI 12/29/23	½ DAY BEFORE NEW YEAR'S DAY
MON 1/1/24	NEW YEAR'S DAY
MON 1/15/24	MARTIN LUTHER KING
MON 2/19/24	PRESIDENT'S DAY
MON 5/27/24	MEMORIAL DAY
THUR 7/4/24	INDEPENDENCE DAY
MON 9/2/24	LABOR DAY
MON 11/11/24	VETERAN'S DAY
THUR 11/28/24	THANKSGIVING DAY
FRI 11/29/24	DAY AFTER THANKSGIVING DAY
TUE 12/24/24	½ DAY BEFORE CHRISTMAS
WED 12/25/24	CHRISTMAS DAY
TUE 12/31/24	½ DAY BEFORE NEW YEAR'S
WED 1/1/25	NEW YEAR'S DAY

Tam Valley District Office, 305 Bell Lane, Mill Valley 94949 \* 415.388.6393

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**THERE IS NO CHANGE TO THE SOLID WASTE SERVICE SCHEDULE DUE TO HOLIDAYS.**



I attended the SMCSO Board of Directors meeting on Oct. 3, 2023 at noon.

1. New Business: None

Presentation by SMCSO Lead Lab Manager on the new lab, its operations and staffing, testing procedures, and the lab audit by the EPA accreditation purposes.

2. Plant and Collection System : No High flows, SSO's or blending events.

3. Operations and Maintenance:

- a. Completed all annual generator service and testing
- b. Completed inlet channel cleaning on treatment plant headwaters
- c. Completed diesel fuel treatment services
- d. Completed emergency repairs on plant utility water system with no impact on operations

4. Projects:

- a. South Clarifier: design complete. Bid October, bids due November
- b. Op Center and Lab remodel: substantial completion achieved. Occupancy in October
- c. Beach Force Main: no impact to TCSD
- d. Biosolids Handling: District working with contract engineer to develop plans
- e. Primary Digester Heating System Replacement: System at end of useful life. Project begins this winter.
- f. Plant Electrical System Upgrades: Systems at end of useful life. In design. Bid October, bids due November.
- g. TCSD Flow Meter: Design complete, bid October, bids due November

Steve Levine  
Oct. 3, 2023



## TAMALPAIS COMMUNITY SERVICES DISTRICT

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### TCS D BOARD OF DIRECTORS MEETING

#### MINUTES

WEDNESDAY, OCTOBER 11, 2023, AT 7:00 P.M.

1. CALL TO ORDER

The Tamalpais Community Services District Board of Directors Meeting was called to order by President Bartschat at 7:01 pm on Wednesday, October 11, 2023.

2. ROLL CALL

President Steffen Bartschat

Vice president Jeff Brown, Directors Jim Jacobs, Steve Levine, Mat McMahon

Staff Present: General Manager (GM), Garrett Toy; Assistant General Manager (AGM), Alan Shear; Finance and Programs Manager, Sarah Mehtar; TCS D Clerk, Natalie Callahan

Others present: Mark Van Gorder, Brandon Liddell, Behnoud Kermani, PG&E Representatives

3. APPROVE AGENDA

MOTION TO APPROVE THE AGENDA

M/S: J. JACOBS / S. LEVINE      AYES: 5 (S. BARTSCHAT, J. BROWN, J. JACOBS, S. LEVINE, M. McMAHON)      NAYS: 0      ABSENT: 0

4. PUBLIC EXPRESSION

President Bartschat invited public expression on non-agenda items, in response to which there was the following:

There was no public expression.

5. REGULAR BUSINESS: Board Actions

A. Received update from PG&E regarding relocation of transmission tower to a lattice steel pole in the TCS D parking lot.

Mark Van Gorder, PG&E Rep., shared with the Board and staff that neighbors directly adjacent to the pole relocation did not have substantial communication from PG&E's Outreach Specialist. There was a gap in communication with PG&E and neighbors. Mark Van Gorder, PG&E Rep., stated they will fix the gap of communication with neighbors.

Public comment: Mitchel Joe and his spouse, Ngaly, owners of 201 Marin Ave, shared their concerns with the relocation of the transmission tower and lack of communication with PG&E.

Mark Van Gorder, Brandon Liddell and Ben Kermani from PG&E addressed Mr. Joe's concerns.

The Board discussed and asked questions of PG&E Representatives.

B. Reviewed investment options with Wells Fargo.

Staff shared with the Board the benefits of investing in money market mutual funds with Wells Fargo:

- Better rate of return.
- Increased income
- Easy online management
- No management fees just transaction fees

TCSD's recommended funding strategy is to emulate the allocation plan similar to SMCSO of investing 2/3 of the reserve fund into U.S. Treasuries (Wells Fargo) and maintaining 1/3 of the funds in LAIF. Staff stated diversifying investment funds is a prudent investment strategy and provides another layer of protection for TCSD funds.

The Board discussed and asked questions of staff.

The Board agrees that they are interested in the Wells Fargo investment option, staff can return to a subsequent meeting with a resolution amending the TCSD Investment Policy authorizing the investment into the Wells Fargo Money Market Mutual Funds.

There was no public comment.

C. Discussed/consider authorizing the renewal of the master landscape maintenance contract with Jorge's Tree Service in an amount not to exceed \$66,780 for Kay and Eastwood Parks, Tam Valley Community Center, Cabin, McGlashan Trail and other TCSD properties.

The Board discussed and asked questions of staff.

There was no public comment.

**MOTION TO AUTHORIZE THE RENEWAL OF THE MASTER LANDSCAPE MAINTENANCE CONTRACT WITH JORGE'S TREE SERVICE IN AN AMOUNT NOT TO EXCEED \$66,780.**

**M/S: S. BARTSCHAT / S. LEVINE      AYES: 5 (S. BARTSCHAT, J. BROWN, J. JACOBS, S. S. LEVINE, M. McMAHON)      NAYS: 0      ABSENT: 0**

6. A. General Manager Report

GM Toy shared data from Debris/Shred Day that was held on October 7, 2023.

GM Toy shared with Board that the vendor for Hazardous Waste Day indicated that they cannot staff the event on October 28. Staff is proposing the event to be held in Spring 2024 and the vendor has indicated that would work.

GM Toy shared with the Board that TCSD will be applying for a CalRecycle grant to cover the cost of the educational materials for the compost bins (efforts of TCSDs compliance with SB1383). The grant awards are not made until March 2024 and thus, will need to hold off on the materials until Spring 2024.

Staff and Board reviewed Oktoberfest data- food sales, revenue, expenses.

The Board agreed to hold a joint meeting with PARC at the Board October 25<sup>th</sup> Work Session to discuss the community survey content.

There was no public comment.

B. Received monthly financial reports.

There was no public comment.

C. Received the final design for remodeling the Tam Valley Community Center restrooms.

The Board discussed the matter and asked questions of staff. Staff indicated it will work with the Board's subcommittee on the type of fixtures and finishing materials (e.g. tile).

There was no public comment.

D. Received sewer treatment plant update reports: SASM and SMCS D

Director Jacobs attended SASM Board of Commissioners Meeting on September 21, 2023.

Director Jacobs reported there were no violations that occurred in the past month and there were no known NPDES limit exceedances or sanitary sewer overflows (SSOs) in September 2023.

Director Levine attended the SMCSD Board of Directors Meeting on October 3, 2023. Director Levine reported on his written report.

**7. CONSENT CALENDAR**

- A. Approve minutes of September 13, 2023, BOD Meeting
- B. Adopted Resolution No. 2023-17 Authorizing the submittal and acceptance of CalRecycle Grants.

**MOTION TO APPROVE THE CONSENT CALENDAR**

**M/S: J. BROWN / J. JACOBS      AYES: 5 (S. BARTSCHAT, J. BROWN, J. JACOBS, S. LEVINE, M. McMAHON)      NAYS: 0      ABSENT: 0**

**8. FUTURE AGENDA ITEMS**

- A. Review of meeting  
The Board agreed the meeting went well.  
Have the Chair of PARC attend Board Meetings occasionally with updates.
  
- B. Board input for future Board Meeting Agenda  
Dir. McMahon will not be able to attend October 25, 2023, Work Session meeting due to work.  
Start thinking about Board Retreat dates.  
Schedule GM's review after November 8, 2023 Board meeting.  
No Work Session Meetings in November and December 2023.

**9. ADJOURNMENT**

**MOTION TO ADJOURN**

**M/S/C: J. BROWN / J. JACOBS      AYES: 5 (S. BARTSCHAT, J. BROWN, J. JACOBS, S. LEVINE, M. McMAHON)      NAYS: 0      ABSENT: 0**

**THE MEETING WAS ADJOURNED AT 9:08 PM**

Approved by Board on: \_\_\_\_\_



## TAMALPAIS COMMUNITY SERVICES DISTRICT

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### TCS D BOARD OF DIRECTORS WORK SESSION MEETING

#### MINUTES

WEDNESDAY, OCTOBER 25, 2023, AT 8:30 A.M.

#### 1. CALL TO ORDER

The Tamalpais Community Services District Board of Directors Meeting was called to order by President Bartschat at 8:30 am on Wednesday, October 25, 2023.

#### 2. ROLL CALL

President Steffen Bartschat

Vice president Jeff Brown (Absent), Directors Jim Jacobs, Steve Levine, Mat McMahon (Absent)

Staff Present: General Manager (GM), Garrett Toy; Assistant General Manager (AGM), Alan Shear; TCS D Clerk, Natalie Callahan

Others present: Curt Below, FM3 Research; Erin Rosenblatt (PARC) and Michael Wisner (PARC)

#### 3. APPROVE AGENDA

MOTION TO APPROVE THE AGENDA

M/S: J. JACOBS / S. LEVINE AYES: 3 (S. BARTSCHAT, J. JACOBS, S. LEVINE)

NAYS: 0 ABSENT: 2 (J. BROWN, M. McMAHON)

#### 4. PUBLIC EXPRESSION

President Bartschat invited public expression on non-agenda items, in response to which there was the following:

Director Jacobs suggested staff share awareness with the community that TCS D has limited control where PG&E installs the transmission tower.

#### 5. REGULAR BUSINESS: Board Actions

- A. Discussed / consider content for the proposed community survey of TCSD services/facilities/operations, programs/events, and other activities.

Curt Below, FM3 Research, presented to Board an outline of the general structure for the TCSD Survey. The final survey will be up to 20 minutes long (approximately 40-60 Questions) and will be conducted among up to 250 voters in the Tam Valley District.

Curt Below will refine the survey outline based on the Board's feedback and present it to PARC, depending on when the next PARC meeting is scheduled.

GM Toy provided Director McMahon's comments on the survey content. Director McMahon shared his comments with GM Toy prior to the meeting.

There was no other public comment. Other than PARC members who attended as members of the public.

- B. Received oral report from GM Toy on planned increases/decreases (effective January 1, 2024) in health care provider rates for TCSD.

Kaiser premiums increased 13.7%  
Anthem PPO premiums increased 5%  
Delta Dental decreased 3%  
Vision stayed the same

TCSD budgeted (2024):  
Healthcare: 7% increase  
Dental: 5% increase  
Vision: 2% increase

Net impact to the district is nominal. Health benefits will cost approximately \$7,000 more to the district spread across the three departments.

There was no public comment.

**6. FUTURE AGENDA ITEMS**

Board would like to do another review of planned community events for the next six months.

**9. ADJOURNMENT**

**MOTION TO ADJOURN**

**M/S/C: J. JACOBS / S. Levine      AYES: 3 (S. BARTSCHAT, J. JACOBS, S. LEVINE)**

NAYS: 0      ABSENT: 2 (J. BROWN, M. McMAHON)

THE MEETING WAS ADJOURNED AT 10:03 AM

Approved by Board on: \_\_\_\_\_





Item #7C

## TAMALPAIS COMMUNITY SERVICES DISTRICT

Staff Report  
Board Meeting  
November 8, 2023

**TO:** BOARD OF DIRECTORS

**FROM:** GARRETT TOY, GENERAL MANAGER

**SUBJECT:** APPROVE REGULAR PARKS AND RECREATION COMMISSION (PARC) MEETING SCHEDULE OF THE SECOND FRIDAY OF EVERY MONTH FOR 2024.

---

### RECOMMENDATION

Approve regular PARC meeting schedule of the second Friday of every month for 2024.

### DISCUSSION

PARC is required to establish its regular meeting schedule by resolution, subject to Board approval. The attached PARC resolution establishes the second Friday of the month as its regular meeting schedule for 2024. PARC's regular meeting is at 3:00pm in the Tam Valley Community Center.

### FISCAL IMPACT

n/a

### ATTACHMENT

PARC Resolution



## TAMALPAIS COMMUNITY SERVICES DISTRICT

305 Bell Lane, Mill Valley, CA 94941 ♦ 415.388.6393 ♦ Fax: 415.388.4168  
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### RESOLUTION NO. 2023-01

#### RESOLUTION OF THE PARKS AND RECREATION COMMISSION OF THE TAMALPAIS COMMUNITY SERVICES DISTRICT ESTABLISHING A REGULAR MEETING SCHEDULE FOR CALENDAR YEAR 2024

**WHEREAS**, Ordinance No. 99, Section 8. "Meetings and Rules of Procedure" allows the Parks and Recreation Commission (PARC) to set dates for regular meetings for the calendar year by resolution subject to approval by the Board of Directors.

**NOW, THEREFORE, BE IT RESOLVED** that the Parks and Recreation Commission of the Tamalpais Community Services District (TCSD) establishes the second Friday of every month at 3:00pm in the Tam Valley Community Center as its regular meeting day and time, effective January 1, 2024 through December 31, 2024.

The foregoing resolution was duly passed and adopted by PARC at a duly noticed meeting held in said District on the 20th day of October 2023 by the following vote:

AYES: *E. Rosenblatt; M. Bogart; M. Wisner; Pam Keon; V. Jordan*  
NAYS:  
ABSTAIN:  
ABSENT:

  
\_\_\_\_\_  
Erin Rosenblatt, Chair

ATTEST:  
  
\_\_\_\_\_  
Secretary, Tamalpais Community Services District