



# TAMALPAIS COMMUNITY SERVICES DISTRICT

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## TCSO BOARD OF DIRECTORS MEETING AGENDA

WEDNESDAY, OCTOBER 11, 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 update from PG&E regarding relocation of transmission tower to a lattice steel pole in the TCSO parking lot.
- B. Review investment options with Wells Fargo.
- C. Authorize 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 TCSO Properties

6. **REGULAR BUSINESS: Information Items**

- A. General Manager's report.
- B. Receive monthly financial reports.
- C. Receive final design for remodeling the Tam Valley Community Center restrooms.
- D. Receive Sewer treatment plant update reports: SASM and SMCSO.
- E. 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 September 13, 2023, regular meeting
- B. Adopt resolution authorizing the submittal and acceptance of CalRecycle grants.

**8. FUTURE AGENDA ITEMS**

- A. Review of meeting
- B. Board input for future Board Meetings (see next work session topic)

**9. ADJOURNMENT**

**NEXT REGULAR BOARD WORK SESSION**

**October 25, 2023**

**8:30am**

**Tam Valley Community Center**

Tentative topic: Joint meeting with PARC to discuss community survey

***NEXT REGULAR BOARD MEETING***

***November 8, 2023***

***7:00pm***

***Tam Valley Community Center***



## TAMALPAIS COMMUNITY SERVICES DISTRICT

Staff Report  
October 11, 2023

**TO: BOARD OF DIRECTORS**

**FROM: GARRETT TOY, GENERAL MANAGER**

**SUBJECT: RECEIVE UPDATE FROM PG&E REGARDING RELOCATION OF TRANSMISSION TOWER TO A LATTICE STEEL POLE IN THE TCSD PARKING LOT**

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### RECOMMENDATION

Receive update from PG&E regarding relocation of transmission tower to a lattice steel pole in the TCSD parking lot and provide direction to TCSD staff, as appropriate.

### DISCUSSION

In July 2023, the Board received a presentation from PG&E regarding the replacement of an existing transmission tower located on the levee behind the County Flood Control Facility on Marin Ave. PG&E indicated it cannot replace the existing tower in the same location because the Army Corp of Engineers does not allow any new towers on levees. As a result, PG&E has to find an alternative location to align with the existing power lines. PG&E proposed to place a new transmission pole (Lattice Steel Pole-LSP) in the asphalt pathway near the entry to the TCSD parking lot on Marin Ave.

Since July, PG&E staff have further refined the project and have prepared the following materials for Board review:

Attachment A. Map showing the location of the existing tower in relation to the proposed LSP.

Attachment B. Visual simulation of the LSP from Tennessee Valley Road (east and west).

Attachment C. Location map and visual simulation of temporary poles needed for the transmission lines.

PGE will provide more details and information on the scope and timing of the project at the meeting. PG&E is aware of TCSD's need for refuse trucks to access the parking lot during construction. Staff will have more information at the meeting regarding the restoration work needed for the parking lot and pedestrian pathway due to the installation of the LSP structure. PG&E does have the ability to contribute funds toward improvements associated with the installation of the LSP structure.

### FISCAL IMPACT

To be determined

### ATTACHMENTS

A, B, C as described above.



200.0 ft | HORIZ. SCALE



Prepared by:  
Burns & McDonnell  
Prepared for:  
7/20/2022

PG&E  
Ipsos-Ash-Suzanne  
©2017

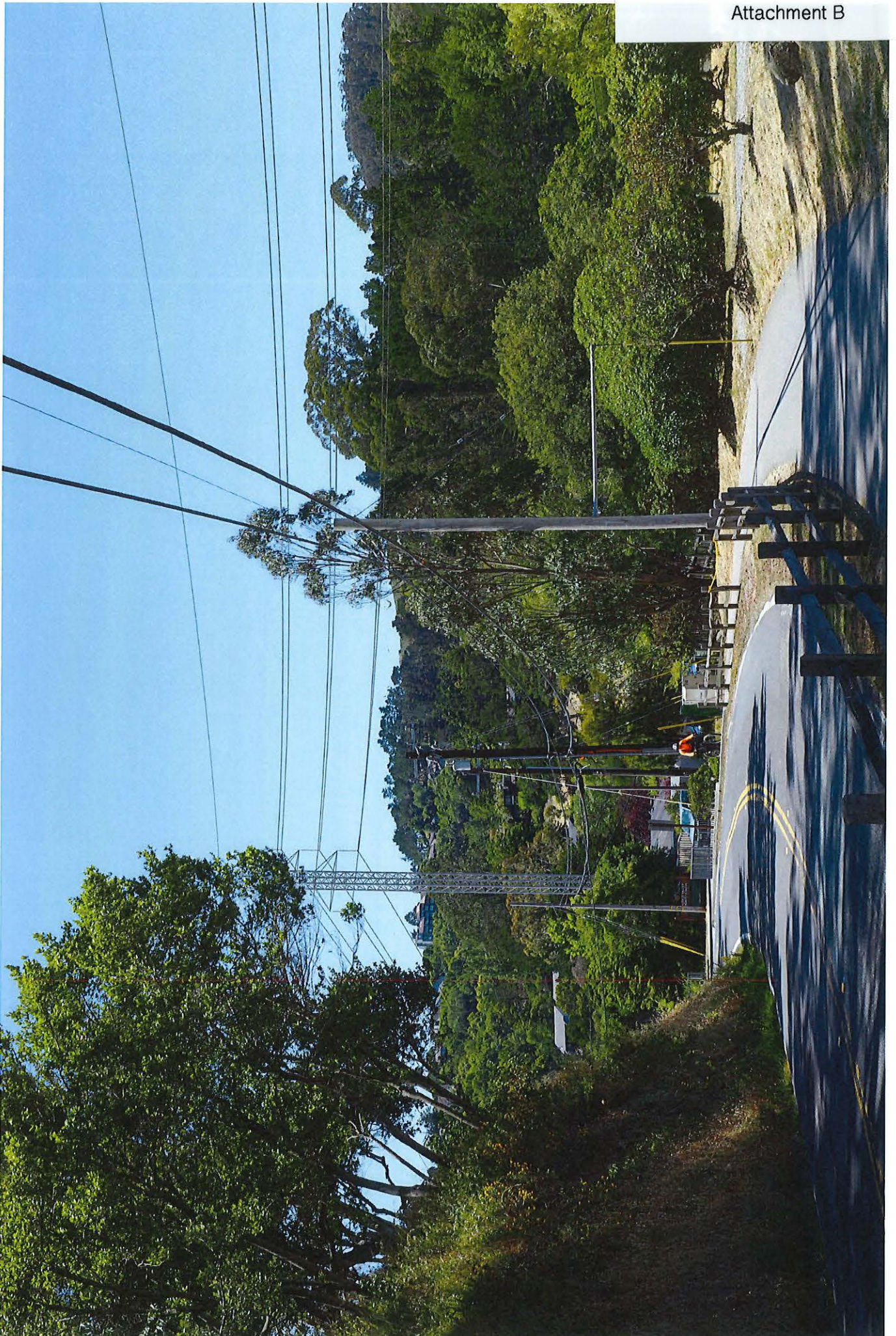
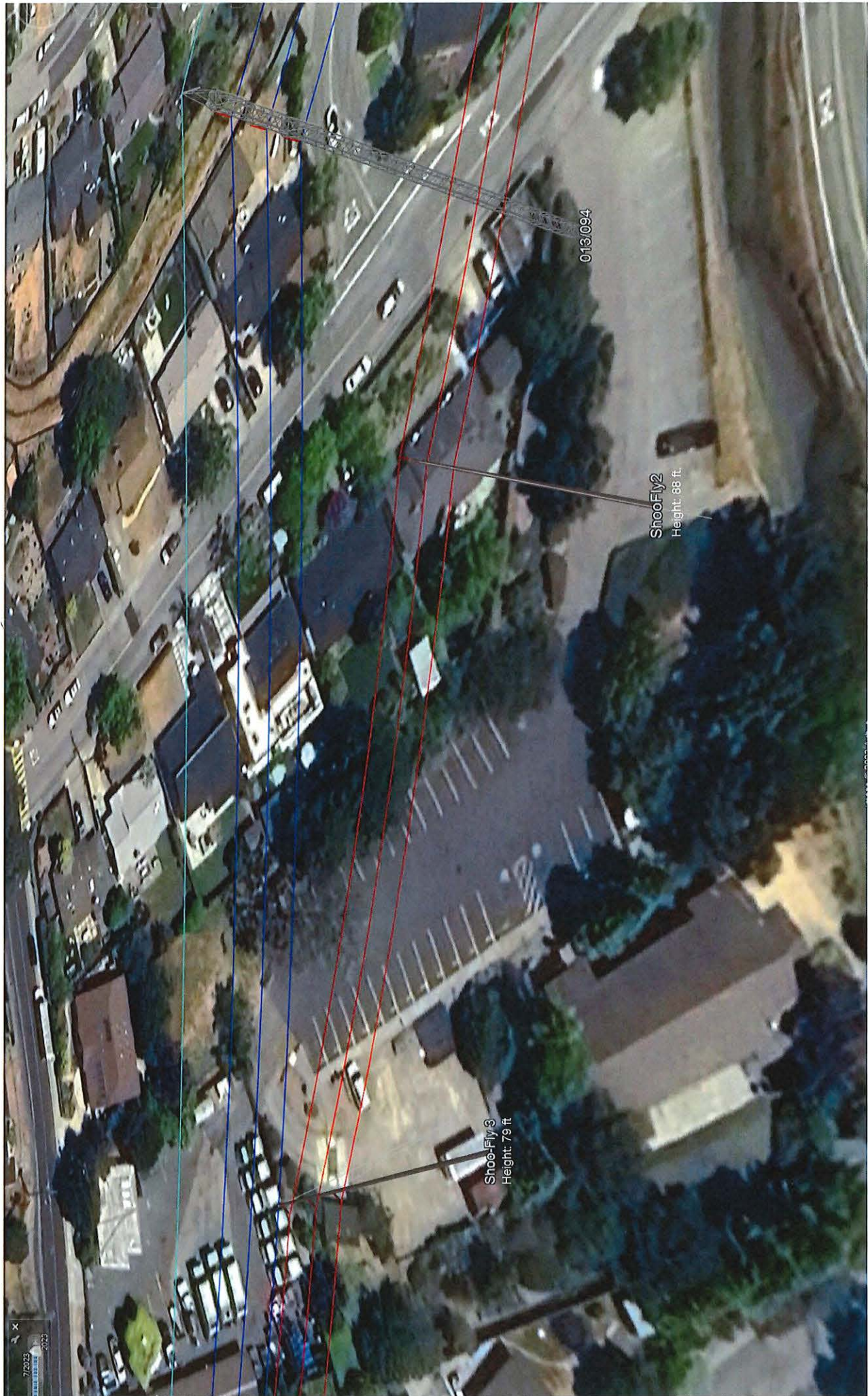






Image © 2023 Airbus



7/20/23  
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013:094

ShooFly2  
Height: 88 ft.

ShooFly3  
Height: 79 ft.





**TAMALPAIS COMMUNITY SERVICES DISTRICT**  
**Staff Report**  
**October 11, 2023**

**TO: BOARD OF DIRECTORS**

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

**SUBJECT: REVIEW INVESTMENT OPTIONS WITH WELLS FARGO**

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**RECOMMENDATION**

Review investment options with Wells Fargo and provide direction to staff.

**BACKGROUND**

While reviewing the quarterly investment report during the previous 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. 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 District has a current banking relationship.

**DISCUSSION**

Per the TCSD Investment Policy, 100% of investment funds are with LAIF. TCSD currently has a banking relationship with Wells Fargo and staff contacted them for their secured investment options. Wells Fargo offers a program called Stagecoach Sweep – Allspring Money Market Mutual Funds. The program offers three different money market mutual funds for investment and the funds are generally invested in high quality, short-term securities, such as U.S. Treasury bills. Each fund has a unique investment strategy and there is no minimum or maximum balance requirement.

The process works by having TCSD select a target balance to always maintain in our business checking account. There is no minimum balance requirement in this account either. As the last transaction of the business day, Wells Fargo debits any excess funds and “sweep” them into an internal account. At the beginning of the next business day, the funds are then transferred to the Money Market Mutual Fund custodian, where the shares are purchased when the market opens.

A quick summary of the Government Money Market Mutual Fund:

- 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 low risk.

With a proposed investment of 100% of the current LAIF balance of \$8,500,000, Wells Fargo mutual fund could potentially net \$37,611.92 in monthly interest income based on 5.21% rate of return. With a more conservative approach of investing 2/3 or \$5,000,000 of the LAIF balance into the Wells Fargo Money Market Fund, the monthly interest income could potentially net \$22,124.66. Fees for the money market service are relatively low. 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 potential monthly interest income of \$37,611.92.

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 just transaction 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 2/3 of the funds into U.S. Treasuries (Wells Fargo) and maintaining 1/3 of the funds in LAIF. Diversifying investment funds is a prudent investment strategy and provides another layer of protection for TCSD funds.

#### Next Steps

If the Board is 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.

#### FISCAL IMPACT

TBD



## TAMALPAIS COMMUNITY SERVICES DISTRICT

Staff Report  
Board Meeting  
October 11, 2023

**TO: BOARD OF DIRECTORS**

**FROM: GARRETT TOY, GENERAL MANAGER**

**SUBJECT: AUTHORIZE 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**

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### **RECOMMENDATION**

Authorize the General Manager to do everything necessary and appropriate to renew 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.

### **BACKGROUND**

In March 2020, due to COVID-19, TCSD terminated its general landscape maintenance contract for Kay and Eastwood Parks, Tam Valley Community Center, and the Cabin. From March 2020 to Spring 2021, all the general landscape maintenance was undertaken by TCSD staff (parks maintenance worker and facilities attendant), except for the maintenance of the McGlashan Trail. The Trail was never closed like TCSD facilities were to the public and, the County of Marin reimbursed TCSD for the trail maintenance costs.

In Spring 2021, TCSD was opening back up its facilities and planning for events. As a result, staff began using contractors to assist with general maintenance on an as-needed basis. However, from July 2021-June 2022, the facilities attendant was still spending 50% of his time on landscape maintenance activities.

For FY21-22, we spent approximately \$35,000 on contractors for general landscape maintenance including irrigation. Specifically, we would retain a three-person crew for a day, provide them equipment, and then direct/supervise their work for the day. We did not schedule weekly maintenance in the parks, nor did we always receive the same 3-person crew working on an assignment. In general, the maintenance level in the parks has been at a much lower standard than pre-COVID levels.

In October 2022, the Board approved an agreement with Jorge Tree Service (Contractor) for general landscape maintenance for Kay and Eastwood Parks, Tam Valley Community Center, Cabin, and McGlashan Trail. By mutual agreement, the contractor and TCSD expanded the facilities to include other TCSD properties such as open space parcels and the corporation yard, but the general scope and cost did not change. The Contractor provides one landscaper who works 3 days per week at locations directed by TCSD staff. The TCSD Senior Park Maintenance Worker coordinates and monitors their work.

### **DISCUSSION**

The original agreement was for \$5,400/mo. for general landscape maintenance services in a not-to-exceed amount of \$64,800 for a 12-month period (Nov. to Oct.). We believe this contract for service has provided for more consistency and continuity for our park maintenance program. Specifically, there has been significant visible improvement in the park landscaping and a noticeable higher level of maintenance throughout all the park and other TCSO facilities.

Staff recommends continuing with a master landscape contractor and, in particular, this Contractor. A significant benefit has been the one landscaper assigned to work at TCSO parks and facilities. He now has intimate knowledge of the work, maintenance standards, and the needs of the various TCSO parks and facilities. We would lose that knowledge if we contracted with another firm. The Contractor is proposing an approximate 3% increase in costs. This modest increase results in a monthly increase of \$165, from \$5,400/mo. to \$5,565/mo.

### **FISCAL IMPACT**

The agreement is for a 12-month period from October 1, 2023, to September 30, 2024, in a not-to-exceed amount of \$66,780. The FY23-24 Parks and Recreation budget allocated \$73,000 for landscape contract services which includes the cost for the annual master landscape agreement and other additional services, as needed. Please note the County of Marin reimburses TCSO \$350/mo. for the McGlashan Trail maintenance which is a pass-thru cost under the agreement. We will inform the County of the increase from \$350/mo. to \$361/mo.

### **Attachments**

A. Draft agreement w/TCSO Scope of Work

## **CONSULTING SERVICES AGREEMENT FOR MASTER LANDSCAPE MAINTENANCE SERVICES**

This Agreement is made and entered into between the Tamalpais Community Services District ("District") and \_Jorge's Tree Service ("Consultant") as of November 1, 2023 (the "Effective Date"). In consideration of their mutual covenants, the parties hereto agree as follows:

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to District the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on October 31, 2024, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the District's right to terminate the Agreement, as provided for in Section 8.
- 1.2 Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. However, District prefers the Consultant assign one primary person to perform the work on a weekly basis.
- 1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder. Exhibit A contains the agreed upon hours required to perform the services. The parties agree that the work generally will be performed during TCSD business hours. The District will coordinate with the Consultant the desired work schedule which the Consultant will make a good faith effort to comply with.

**Section 2. COMPENSATION.** District hereby agrees to pay Consultant a sum not to exceed \$66,780 (Sixty-Six Thousand Seven Hundred Eighty dollars) notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. District shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from District to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to District in the manner specified herein. Except as specifically authorized by District, Consultant shall not bill District for duplicate services performed by more than one person.

Consultant and District acknowledge and agree that compensation paid by District to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. District therefore has no responsibility for such contributions beyond compensation required under this Agreement.

**2.1 Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date.

**2.2 Monthly Payment.** District shall make monthly payments of \$5,565, based on invoices received, for services satisfactorily performed, and for authorized reimbursable and/or additional time and materials costs incurred. Of the monthly payment, \$361 is attributed to the maintenance work along the McGlashan Trail. District shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

**2.3 Total Payment.** District shall pay for the services to be rendered by Consultant pursuant to this Agreement. District shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. District shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.4 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule set forth on the compensation schedule attached as Exhibit B.
- 2.6 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.7 Payment upon Termination.** In the event that the District or Consultant terminates this Agreement pursuant to Section 8, the District shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.8 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement.

**Section 4. INSURANCE REQUIREMENTS.** Before fully executing this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence to City that such insurance is in effect. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

**4.1 Workers' Compensation.**

**4.1.1 General Requirements.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and

Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, Consultant may rely on a self-insurance program to meet these requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Consultant, its employees, agents, and subcontractors.

**4.1.2 Submittal Requirements.** To comply with Subsection 4.1, Consultant shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section; and
- b. Waiver of Subrogation Endorsement as required by the section.

**4.2 Commercial General and Automobile Liability Insurance.**

**4.2.1 General Requirements.** Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than \$1,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

**4.2.2 Minimum Scope of Coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial



General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

**4.2.3 Additional Requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.
- c. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation.
- d. For any claims related to this Agreement or the work hereunder, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

**4.2.4 Submittal Requirements.** To comply with Subsection 4.2, Consultant shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

**4.3 Professional Liability Insurance.**

**4.3.1 General Requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

**4.3.2 Claims-Made Limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

**4.3.3 Additional Requirements.** A certified endorsement to include contractual liability shall be included in the policy.

**4.3.4 Submittal Requirements.** To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

**4.4 All Policies Requirements.**

**4.4.1 Acceptability of Insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

**4.4.2 Verification of Coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all

Certificates of Liability Insurance delivered to Consultant by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

**4.4.3 Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**4.4.4 Wasting Policies.** No policy required by this Section 4, with the exception of professional liability insurance, shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

**4.4.5 Endorsement Requirements.** Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

**4.4.6 Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**4.5 Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

**Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.** To the maximum extent allowed by law, Consultant shall indemnify, keep and save harmless the District, and District Board members, officers, agents and employees against any and all suits, claims or actions arising out of any injury to persons or property, including death, that may occur, or that may be alleged to have occurred, in the course of the performance of this Agreement by a negligent act or omission or wrongful misconduct of the Consultant or its employees, subcontractors or agents.

**Section 6. STATUS OF CONSULTANT.**

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of District. District shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise District shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other District, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by District, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of District and entitlement to any contribution to be paid by District for employer contributions and/or employee contributions for PERS benefits.
- 6.2 Consultant No Agent.** Except as District may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever.

**Section 7. LEGAL REQUIREMENTS.**

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which District is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to District that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to District that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

## **Section 8. TERMINATION AND MODIFICATION.**

- 8.1 **Termination.** District may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to District and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; District, however, may condition payment of such compensation upon Consultant delivering to District any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the District in connection with this Agreement.

- 8.2 Extension.** District may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if District grants such an extension, District shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, District shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 Assignment and Subcontracting.** District and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to District for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between District and Consultant shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, District's remedies shall include, but not be limited to, the following:

**8.6.1** Immediately terminate the Agreement;

**8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

**8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant.

**Section 9. KEEPING AND STATUS OF RECORDS.**

**9.1 Records Created as Part of Consultant's Performance.** All reports or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the District. Consultant hereby agrees to deliver those documents to the District upon termination of the Agreement. District and Consultant agree that, until final approval by District, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

**9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the District under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

**9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the District. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of District or as part of any audit of the District, for a period of three (3) years after final payment under the Agreement.

**Section 10. MISCELLANEOUS PROVISIONS.**

**10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Marin or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of District or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- 10.7 Contract Administration.** This Agreement shall be administered by the General Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.8 Notices.**

Any written notice to Consultant shall be sent to:

Jorge's Tree Service  
347 Playa de Rey  
San Rafael, CA 94901  
415-497-9285  
Jorgecalderon72@live.com

Any written notice to District shall be sent to:

Garrett Toy, General Manager  
Tamalpais Community Services District



305 Bell Lane  
Mill Valley, CA 94941  
[info@tamcsd.org](mailto:info@tamcsd.org)  
(415) 388-6393

**10.9 Integration.** This Agreement, including Exhibits A and B, represents the entire and integrated agreement between District and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

IN WITNESS HEREOF, the parties have caused their authorized representatives to execute this Agreement on the\_\_ day of \_\_\_\_\_.

CONSULTANT

\_\_\_\_\_

\_\_\_\_\_

Print Name and Title

TAMALPAIS COMMUNITY SERVICES DISTRICT

\_\_\_\_\_

Garrett Toy, General Manager

## EXHIBIT A

### SCOPE OF SERVICES

#### **DUTIES OF CONTRACTOR (CONSULTANT)**

Furnish all labor, equipment, supervision and insurance required to perform the routine landscape maintenance services in this Scope of Work in a thorough and competent manner. The contract sites will be inspected on a regular basis by a TCSD representative who will maintain contact with the site manager regarding landscape conditions and concerns. The contract sites consist of the Tam Valley Community Center landscaping/paved areas including the parking lot, the Cabin landscaping/paved areas including the parking lot, McGlashan Trail, Kay Park, and Eastwood Parks. TCSD may from time to time substitute other TCSD facilities including open space parcels for the contract sites.

#### **ROUTINE MAINTENANCE SERVICES**

##### **1. GENERAL**

Green waste removal  
No mowing except when small trim mower is needed  
No herbicides or pesticides without prior consent  
All weed removal to be done mechanically or by hand

##### **2. MECHANICAL EDGING**

Mechanical edging will be periodically performed along all walks and drives as the terrain allows. Gas powered edgers and string trimmers will be used to provide a crisp and tailored edge for turf areas. Debris generated during the edging process will be cleaned off all non-turf surfaces.

##### **FERTILIZATION**

Balanced fertilization will be applied as needed, to promote consistently healthy growth and an attractive appearance.

**INSECT AND DISEASE CONTROL**

Insect and disease pressure affecting turf health will be properly identified and then controlled as needed while following industry accepted integrated Pest Management Guidelines and all applicable City, County and State Agency Regulations. Contractor will be required to coordinate with TCSD's gopher control firm, as appropriate.

**3. SHRUB, TREE AND GROUND COVER MAINTENANCE**

**Weed Control**

Both pre-emergent and post-emergent herbicides will be utilized, subject to applicable County of Marin ordinances, as needed to control weed growth in mulched beds. Hand weeding or mechanical weed control is best.

**Fertilization**

All ornamental shrubs and small trees will be fertilized with a balanced time-released granular or liquid fertilizer that will release slowly over an entire season, subject to TCSD pre-approval or applicable County of Marin ordinances. Aeration as needed.

Fertilization of mature trees will be negotiated at an additional cost.

**Shrub and Ground Cover Pruning**

Shrubs will be pruned only when necessary to meet the following objectives:

- To maintain growth within space limitations
- To eliminate diseased or damaged growth
- To maintain natural appearance of area

Stubbing or shearing, boxed, bailed or standard forms will not be done unless requested.

**Tree Pruning**

Low hanging limbs from trees along walkways and in parking lots will be pruned to create eight feet of clearance from the ground, unless the tree size makes this impractical or unreasonable. Pruning to create a three-foot clearance

between tree canopies and building will be provided on a semi-annual basis. Other mature tree trimming, pruning and removal will be negotiated at an additional cost. Contractor shall not climb the trees for any pruning/trimming activity per this scope of work.

**Insect and Disease Control**

Insect and disease pressure affecting plant health will be properly identified and then controlled as needed while following industry accepted integrated Pest Management Guidelines and all applicable City, County and State Agency Regulations. Control of insects and disease on large crowning shade trees will be negotiated as additional work. Control of insects and disease on large crowning shade trees will be negotiated as additional work.

**4. IRRIGATION**

**Water Management**

The programming of the irrigation system and watering schedules will be periodically adjusted to accommodate seasonal fluctuations in landscape water needs. The performance of the irrigation system will be routinely inspected, monitored and adjusted to maximize watering efficiency and conscientious water usage. Care will be taken to reduce runoff and ponding.

**Adjustment and Repair**

Irrigation clocks, valves and heads shall be routinely checked to insure proper functioning, and to notify the customer of any damages. Contractor will perform minor irrigation (e.g., replace broken sprinkler head) as needed. Parts and materials shall be charged at contractor's costs plus 10%. Any irrigation system parts that are malfunctioning and/or damaged due to problems or events not associated with routine

maintenance operations shall be replaced or repaired at the request of the customer under a separate work order and cost estimate.

**5. PAVED AREAS**

All paved areas including the tennis courts and basketball court will be blown and/or swept in conjunction with any routine maintenance activity that generates plant debris (i.e., lawn clippings, pruned branches, leaves and mulch materials). All grasses and broadleaf weeds growing in curbs, concrete walks and parking areas will be sprayed and/or removed by the contractor.

Any sweeping, graffiti removal, stain removal and/or pavement clearing of any other type not related to routine maintenance activities shall be negotiated as additional work.

**6. TRASH REMOVAL**

Incidental papers, cans, bottles, and other small debris will be removed from landscaped areas if it interfered with scheduled landscape maintenance activities at the time of service. General litter pickup and daily porter service is excluded from the Scope of Work, unless negotiated as additional work.

**7. MCGLASHAN TRAIL**

Maintain the same as the parks, except no irrigation maintenance/management.

**8. OTHER TCSD PROPERTIES**

From time to time, TCSD staff may direct Contractor to perform the same scope of work on other TCSD owned/leased properties. However, the work must be performed within the weekly hours allocated under this Agreement.

**9. EXCLUSIONS**

The following items are not included in this Scope of Work, unless negotiated as additional work:

- Initial clean-up and/or renovation work to establish an agreed upon level of landscape appearance and function (i.e., major pruning of overgrown shrubs, litter and debris removal, repair and adjustment of automatic sprinkler systems) that will be sustained by the routine maintenance program described above.
- Major irrigation repair, including lateral lines, main lines, valves, wiring and time clock repair.
- Repairs and/or replacement of equipment or plantings caused by acts of vandalism or acts of God (e.g., flooding, freezing conditions, fire, extreme wind)
- Street sweeping, graffiti removal, stain removal and trash removal in paved areas unrelated to routine landscape maintenance activities.
- Installation of seasonal color or annual flowers.

**EXHIBIT B**

**COMPENSATION SCHEDULE**

Additional services will be billed on a time and material basis upon mutual agreement of the parties. Below is the base monthly costs for the maintenance service for the scope of work in Exhibit A.



**Contract Bid**

**Jorge's Tree Service**

347 Playa De Rey, San Rafael CA 94901  
415-497-9285

[Jorgecalderon72@live.com](mailto:Jorgecalderon72@live.com)

LIC# 942236

DATE: 09/08/2022

EXPIRATION DATE 12/30/2022

TO Josh Everhart  
TCSD park Maintenance  
City of Mill Valley

OWNER/OPERTOR	JOB	PAYMENT TERMS	DUE DATE
Jorge Calderon	Maintenance Program	30 days	30 days from billing.

ITEM	DESCRIPTION	HOURLY REGULAR RATE	PER DAY
1.	One Maintenance Supervisor	\$60.00 @ 7.5hrs	\$450
2.			
3.			
4.			
	Total daily rate for labor	@3 days week	
	Total for 3 Day week.	@\$1,350	
	Monthly Rate based on 4-week month at 3 days per week for labor.		\$5,400

Quotation prepared by: Jorge Calderon, Owner NOTE: This Bid also includes maintenance at "McGlashan Path".

This is a quotation on the goods named, subject to the conditions noted below: Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation. To accept this quotation, sign here and return:

THANK YOU FOR YOUR BUSINESS!



# TAMALPAIS COMMUNITY SERVICES DISTRICT

Staff Report  
Board Meeting  
October 11, 2023

**TO: BOARD OF DIRECTORS**

**FROM: GARRETT TOY, GENERAL MANAGER**

**SUBJECT: GENERAL MANAGER’S REPORT**

**RECOMMENDATION**

Receive the report for activities in September 2023 and provide comments as appropriate.

**DISCUSSION**

Wastewater Statistics and Work

- September flow through Bell Lane Pump Station: 6,710,400 gallons
- September flow through Bob Bunce Pump Station: 123,149 gallons
- Rain: 2 events- total .36 inches
- Sewer Spill: 0
- Lateral Inspections Jan – August: 48 (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
Missed pick-up	26	27	20	20	18	25	39	27	18
New Service request	2	2	5	7	12		3	9	6
Replacement carts	17	8	10	6	8	18	10	13	8
Dumpsters	14	11	5	7	4	4	6	3	3
Extra trash pick-up	17	20	17	16	12	11	11	15	7
Late put out	2	4	2	-	1	2	1	1	2
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>
YTD Total									583

Average calls per month- 65

- Debris Day is scheduled for Saturday, October 7<sup>th</sup> We plan to better track participant data for this event.
- To further the efforts of TCSDs compliance with SB1383 to reduce organic waste disposal and rescue surplus edible food, staff received a proposal from Gigantic Idea Studio, a firm that specializes in communication outreach campaigns focused on the environment, climate change, and recycling. Gigantic Idea Studio has worked with, among others, Zero Waste Marin on composting campaigns, as well as CalRecycle and Yard Waste Marin on



environment-related communication efforts. Gigantic Idea Studio's proposal to TCSD includes producing a how-to-compost trifold brochure to accompany the distribution of the recently ordered kitchen compost pails, as well as other composting-related promotional materials such as website content, decals for carts (all three streams), postcards and a hangtag/oops tag. The proposal, which includes content development, graphic design, project management, printing, and mailing, is for \$23,910.00. We will be applying for a CalRecycle grant to cover the costs of this service. However, grant awards are not made until March 2024 and, thus, we will need to wait until Spring 2024 because we cannot occur any grant expenses prior to the grant award date.

- The vendor for Hazardous Waste Day has apologized and indicated that they cannot staff the event on October 28<sup>th</sup>. We are proposing an event in Spring 2024 and the vendor has indicated that would work.

#### Parks and Recreation Work

- We held the second Creekside Unplugged event on Friday, September 8<sup>th</sup>. Both events were well attended. We estimate 100-120 people attended each event. The total cost was approximately \$1,800 which included the cost for the two bands and signage. We did not seek sponsors this year because it was the first time for the event. However, we will pursue sponsorships for the Unplugged events next year because potential sponsors will now know what to expect.
- Oktoberfest was held on September 23<sup>rd</sup>. Based on ticket sales, approximately 283 adults and 135 kids attended for a total of 418 attendees. Attendance was lower than last year probably due to more competing events (e.g., Mill Valley Art Festival) and maybe higher ticket prices, even though a beer ticket was included in the adult admission.

Overall, we thought the event was well-received and lines kept to a minimum. We also made a concerted effort to better track attendance this year. Overall, event revenues were significantly lower compared to 2022. Expenses were also higher primarily due to food costs. Attached is a table comparing the total expenditures and revenues for Oktoberfest 2022 to 2023. Staff will provide an oral overview at the meeting.

- The next event is Spaghetti Bingo on October 20<sup>th</sup>.

#### Administration

- We prepared the agenda and attended the PARC meeting on September 8<sup>th</sup> and September 21<sup>st</sup> in Eastwood Park. The next PARC meeting is October 20<sup>th</sup> at the TCSD's main office at 3:00pm.
- We are recommending that the Board and PARC hold a joint meeting at the Board October 25<sup>th</sup> work session to meet with the consultant to discuss the community survey content.

#### ATTACHMENT

- A. Oktoberfest data

**OKTOBERFEST 2023**

Type of Attendee (tickets sold)	2023	2022	Var
Adult	283	450	(167)
Children	<u>135</u>	<u>155</u>	<u>(20)</u>
Total	418	605	(187)

Note: The 2022 attendance was an estimate. In 2023, we tracked ticket sales better.

BEER/WINE	2023	2022	Var
Total Beer/wine revenue	\$ 3,965	\$ 5,304	\$ (1,339)
Bar tickets collected	482	663	\$ (181)
Kegs Tapped	7	8	(1)
Kegs untapped (returned for credit)	6	5	1
Volunteer beer tickets collected	52	23	29

Note: In 2023, adult admission include a beer ticket and children received 10 game tickets.

FOOD SALES	2023	2022	Var
Total Sales (meals, snacks, drinks)	\$ 2,114	\$ 1,629	\$ 485
Number of Volunteer Meals	82	38	44

Note: In 2022, a 3rd-party vendor sold food. The revenue reflects game tickets, drinks, and snack sales

REVENUE	2023	2022	Var
Admissions	\$ 10,090	\$ 10,070	\$ 20
Food, Bar, Snacks, Games	\$ 4,444	\$ 6,933	\$ (2,489)
Total Revenue	\$ 14,534	\$ 17,003	\$ (2,469)

Note: In 2023, it appears a significant number of game tickets were inadvertently collected for food tickets. In 2022, we sold game tickets.

EXPENSES	2023	2022	Var
Bands	\$ 2,500	\$ 2,500	\$ -
Tent, tables, benches	\$ 14,221	\$ 13,445	\$ 776
Beer/wine	\$ 2,240	\$ 2,134	\$ 106
Food, drinks, snacks	\$ 3,065	\$ 632	\$ 2,433
Portable toilets	\$ 1,170	\$ 1,080	\$ 90
Security	\$ 780	\$ 660	\$ 120
Other supplies & material	\$ 1,964	\$ 2,715	\$ (751)
Part-time Event Staff	\$ 2,390	\$ 1,121	\$ 1,269
Full-time Staff	\$ 1,321	\$ 1,971	\$ (650)
Total Costs	\$ 29,651	\$ 26,258	\$ 3,393

SUMMARY	2023	2022	Var
Total Revenue	\$ 14,534	\$ 17,003	\$ (2,469)
Total Expenses	\$ 29,651	\$ 26,258	\$ 3,393
Net Surplus (subsidy)	\$ (15,117)	\$ (9,255)	\$ (5,862)
Cost Recovery in %	49%	65%	



## TAMALPAIS COMMUNITY SERVICES DISTRICT

Staff Report  
October 11, 2023

**TO: BOARD OF DIRECTORS**

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

**SUBJECT: RECEIVE MONTHLY FINANCIAL REPORTS**

---

### RECOMMENDATION

Receive and file the September 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 September 30, 2023, TCSD had the following cash and investment balances:

<b>Institution</b>	<b>Account</b>	<b>31-Aug-23</b>	<b>30-Sep-23</b>
Wells Fargo	General Checking	\$ 398,384.44	\$ 614,838.56
Wells Fargo	General Savings	\$ 1,323,479.85	\$ 811,521.37
Wells Fargo	General Merchant Services	\$ 17,720.17	\$ 31,511.51
State of CA - LAIF	General Account	\$ 8,478,285.04	\$ 8,478,285.04
	<b>Total Balances</b>	<b>\$ 10,217,869.50</b>	<b>\$ 9,936,156.48</b>

The State of California Local Agency Investment Fund (LAIF) earned 3.15% as the quarterly apportionment rate for the quarter ending June 30, 2023. The LAIF interest rate for August 2023 was 3.434% which is 0.129 percentage points higher from the prior month and 2.158 percentage points higher from August 2022.

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 September 2023 are attached to this report (Attachment A). The largest disbursement for the period was to Mercedes-Benz Financial Services, \$ 44,804.48 for the two Isuzu refuse trucks.

The year-to-date annual budget report (Attachment B) is through the end of September 2023. The report gives the cumulative totals for the fiscal year with budget comparisons. YTD Parks and Recreation revenues are \$46,945.82, which is 2% of the budget. YTD Wastewater revenues are \$113,327.27, which is 2% of the budget. Finally, YTD Solid Waste revenues are YTD \$24,476.58, which is 1% 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.

**FISCAL IMPACT**

N/A

**ATTACHMENTS**

- A. Monthly Disbursement Reports
- B. Year-to-Date Annual Budget Reports



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

Date	Name	Memo	Amount
09/21/2023	Wine Warehouse	Oktoberfest Beer	3,260.00
09/19/2023	True Value Party Tents	Benches for Oktoberfest	2,420.00
09/23/2023	United Site Services	ADA porta potty for Oktoberfest	1,169.48
09/14/2023	United Site Services	ADA porta potty for CF TBD	871.86
09/07/2023	Esri.com	ArcGIS Software for Sewer Mapping Annual Subscription	765.00
09/20/2023	Marin Municipal Water Dist.	3" Meter for Hydroflush Truck 6/28-8/28	484.13
09/27/2023	U-Haul	U-Haul for Oktoberfest	417.86
09/01/2023	Streamline, Inc.	Streamline member fee- Sept 2023	375.00
09/01/2023	Microsoft	Software Licenses	350.00
09/06/2023	Verizon Wireless	Device & Data Plan	305.25
09/03/2023	Comcast	Internet Aug 13 - Sept 12 @ 305 Bell Ln.	255.98
09/10/2023	Go To Communitcations	(415)388-6393 Voice & Data Lines and Wireless Services	249.98
09/22/2023	California Water Environment Association	CWEA Association Membership - Udaloff	221.00
09/21/2023	BingBanners	Debris Day Signage	200.00
09/05/2023	Oriental Trading Company	Oktoberfest Prizes	165.57
09/08/2023	Tractor Supply Co.	Oktoberfest Game Water Trough	153.29
09/13/2023	Amazon.com	Office Supplies	148.97
09/03/2023	Comcast	Internet Aug 13 - Sept 12 @ 203 Marin Ave.	141.59
09/08/2023	QuickBooks Time, Inc.	Online Time Card Service- Aug 2023	132.00
09/22/2023	Trader Joe's	Oktoberfest Decor	131.09
09/20/2023	Smart & Final	Oktoberfest Supplies	125.59
09/23/2023	Trader Joe's	Oktoberfest Decor	125.25
09/10/2023	Verizon Wireless	Data Plan for Refuse Driver's iPads	120.48
09/08/2023	Terminix	Pest Control Servicing	106.00
09/13/2023	Amazon.com	Office Supplies	94.50
09/25/2023	Chevron	Gas for U-haul during Oktoberfest	84.08
09/13/2023	O'Reilly Auto Parts	22: Motor Oil	74.63
09/20/2023	Costco	Oktoberfest Supplies	69.43
09/23/2023	Smart & Final	Oktoberfest Food	61.74
09/14/2023	Amazon.com	P&R Tool Box Supplies	38.84
09/13/2023	Shutter Stock	Stock Images for P&R	29.00
09/15/2023	Amazon.com	Oktoberfest Meal Tickets	24.85
09/06/2023	Amazon.com	Office Supplies	24.53
09/12/2023	Amazon.com	Oktoberfest Games	23.78
09/22/2023	Target	Oktoberfest Decor	16.41
09/21/2023	Restaurant	P&R staff food during Oktoberfest work	15.00
09/07/2023	Amazon.com	Oktoberfest Games	11.92
09/17/2023	Amazon.com	Oktoberfest Meal Tickets	7.57
09/06/2023	Tax1099.com	Online Submission of 1099 Tax Form Correction	4.65



Tamalpais Community Services District  
 Disbursements from Wells Fargo Transaction Account

Date	Num	Name	Memo	Amount
09/08/2023		QuickBooks Payroll Service	Created by Payroll Service on 09/06/2023	\$ 60,634.58
09/22/2023		QuickBooks Payroll Service	Created by Payroll Service on 09/21/2023	\$ 59,733.35
09/06/2023	100513	Mercedes-Benz Financial Svcs	Payment for Two Financed Isuzu Trucks	\$ 44,804.48
09/01/2023	100479	Kaiser Foundation Health Pln	September 2023 Medical	\$ 17,443.56
09/06/2023	100509	Marin Sanitary Service	August 2023 Solid Waste 125.80 tons @\$110.99/T	\$ 13,963.01
09/08/2023	100514	Marin County Employees Retirement Sys.	PP18 2023 Aug 26 - Sept 08, 2023	\$ 13,094.28
09/22/2023	100543	Marin County Employees Retirement Sys.	PP19 2023 Sept 09 - Sept 22, 2023	\$ 12,773.17
09/06/2023	100511	SmartCover Systems	SubSonic System for Flow Monitoring - Qty.2	\$ 11,859.83
09/06/2023	100508	Jorges Tree Services	Monthly Parks & Open Space Manit.- 3 days/week - July and August	\$ 11,720.00
09/13/2023	100524	Marin Resource Recovery Center	Green Waste, 118 Tons @ \$96.60/T, Aug 2023	\$ 11,398.80
09/06/2023	100510	Roy's Sewer Service, Inc.	August Maint. Cleaning Multiple Segments	\$ 10,862.50
09/22/2023	100546	Mowry, Robert	Pickleball Instructor- 65% Share of \$8,975 Fees Deposited Sep'23	\$ 5,833.75
09/08/2023	100520	Peak Productions Event Tents	Oktoberfest Tent - Final Payment for 2023	\$ 5,649.50
09/08/2023	100515	Marin County Employees Retirement Sys.	PEPRA W/H PP18 2023 Aug 26 - Sept 08, 2023	\$ 4,992.43
09/22/2023	100541	Marin County Employees Retirement Sys.	PEPRA W/H PP19 2023 Sept 09 - Sept 22, 2023	\$ 4,992.43
09/22/2023	100537	Roy's Sewer Service, Inc.	Maint. Cleaning Multiple Segments	\$ 2,850.00
09/22/2023	100530	Bay Cities Refuse Service, Inc.	Good Earth, Dumping Trash Compactor August 2023, 9 Trips,	\$ 2,833.76
09/06/2023	100507	Friends of Tam Valley	Creekside Friday 4 and 5 Beverage Sales	\$ 1,954.00



Tamalpais Community Services District  
 Disbursements from Wells Fargo Transaction Account

Date	Num	Name	Memo	Amount
09/23/2023	100517	Seekins, Linda	Band for Oktoberfest 2023	\$ 1,500.00
09/06/2023	100512	Matrix Computer Solutions	IT services; Monthly Proactive Maint.	\$ 1,407.50
09/20/2023	100526	Cintas	Uniforms, Carpets, Towels, Soap	\$ 1,300.64
09/15/2023	100522	Tomasko, Brittany K	Customer Refund for Cancelled Rental on 10/21	\$ 1,039.00
09/23/2023	100518	Deutscher Musikverein of San Francisco	Oktoberfest Band 2023	\$ 1,000.00
09/25/2023	100548	Astro Jump of Northbay	Kid's Entertainment for Oktoberfest	\$ 900.40
09/22/2023	100538	Wells Fargo Fin. Lse. - RMC	Copier Lease 8/20- 9/19/23	\$ 650.90
09/22/2023	100535	Miller Starr Regalia	Greene Vs. Kenyon Litigation, August 2023	\$ 600.00
09/22/2023	100531	Best Best & Kreiger	Attorney fees - Aug	\$ 577.00
09/22/2023	100544	e-Recycling of California	Misc e-waste picked up 9/19/23	\$ 546.06
09/08/2023	100516	Employee Personal W/H	Employee Personal W/H	\$ 500.00
09/22/2023	100542	Employee Personal W/H	Employee Personal W/H	\$ 500.00
09/22/2023	100539	ASCAP	2023 Music License Fee	\$ 449.06
09/20/2023	100528	Johnson Controls Security Solutions	Oct-Dec 2023, Monitoring Alarm - 203 Marin Ave	\$ 399.12
09/22/2023	100547	Laugs, Mick (Instructor)	Instructor Improv Class- 65% share of fees from Improv Show (\$590)	\$ 383.50
09/20/2023	100527	Johnson Controls Security Solutions	Oct-Dec 2023, Monitoring Alarm - 305 Bell Ln	\$ 352.67
09/22/2023	100536	North Bay Bottling	Drinking Water Aug'23	\$ 315.00
09/12/2023	44381	Pitney Bowes	Postage Meter	\$ 301.50
09/22/2023	100533	Eco-Check Compliance, Inc.	30 day designated operator inspection per UST regulations svc. on 8/17 & 9/14	\$ 300.00
09/20/2023	100525	Goodman Building Supply Co.	Bolt snap for Tennis Courts at Eastwood Park, Kay Park Signs, Spray paint for parking lot, Oktob...	\$ 285.93
09/22/2023	100545	Breakthru Beverage California LLC	Oktoberfest - Mugs	\$ 260.77



Tamalpais Community Services District  
Disbursements from Wells Fargo Transaction Account

Date	Num	Name	Memo	Amount
09/20/2023	100529	Schwartz, Jack (v)	Reimbursement Seniors' Lunches	\$ 191.13
09/06/2023	44359	VSP Vision Service Plan (CA)	Employee Vision Coverage Sept.	\$ 133.67
09/22/2023	100532	Burkell Plumbing Inc.	Test Backflow Device at Eastwood Park	\$ 125.00
09/22/2023	100534	Martin Bros. Supply	Concrete for ADA Parking Signs	\$ 79.50
09/13/2023	100521	Vazquez Adams, Cristian D (v)	Live Scan Report run at MV Police Stn.	\$ 72.00
09/15/2023	44361	Pitney Bowes	Postage Meter Rental	\$ 71.10
09/15/2023	44360	Optum Financial (COBRA)	August- 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>			
	Sept 2023 (25% of year)	Budget 2023-24	% of Budget Spent	Comments
Ordinary Revenue/Expense				
Revenue				
4101 · Sanitation Service Charges	\$ -	\$ 6,032,000	0%	
4103 · Permits/Lateral Connection Fees	\$ 6,285.00	\$ 31,200	20%	
4104 · Muir Woods Sanitation Svc. Chrg.	\$ 74,545.37	\$ 55,906	133%	
4420 · Interest Revenue	\$ 32,496.90	\$ 26,700	122%	
<b>Total Revenue</b>	<b>\$ 113,327.27</b>	<b>\$ 6,145,806</b>	<b>2%</b>	
Expense				
5010 · Salaries				
5011 · Wages and P.T.O	\$ 95,413.26	\$ 391,820	24%	
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>\$ 97,529.72</b>	<b>\$ 412,474</b>	<b>24%</b>	
5020 · Employee Benefits				
5021 · Health Insurance	\$ 13,397.31	\$ 54,017	25%	
5022 · Retirement Contributions	\$ 18,525.80	\$ 73,315	25%	
5023 · Social Security and Medicare	\$ 7,439.76	\$ 31,400	24%	
5025 · Retiree Medical Insurance	\$ 3,705.24	\$ 22,822	16%	
5026 · Reserve-Retiree Medical Insu.	\$ -	\$ 24,860	0%	
<b>Total 5020 · Employee Benefits</b>	<b>\$ 43,068.11</b>	<b>\$ 206,414</b>	<b>21%</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	\$ 90,994.26	\$ 225,000	40%	
5330 · Tree & Landscaping	\$ -	\$ 10,000		
5400 · TCSD Board Fees	\$ 1,146.00	\$ 5,000	23%	
5401 · Professional Services	\$ 2,604.30	\$ 60,000	4%	
5420 · Staff Training & Travel Expense	\$ 110.77	\$ 7,381	2%	
5425 · Office and Technology	\$ 5,667.13	\$ 19,200	30%	
5430 · Telephone and Alarms	\$ 3,334.90	\$ 15,000	22%	
5431 · Public Communications	\$ -	\$ 7,000	0%	
5432 · Insurance	\$ 45,442.86	\$ 55,000	83%	
5437 · Miscellaneous	\$ -	\$ 1,000	0%	
5438 · Fees and Permits	\$ 3,652.59	\$ 37,000	10%	
5439 · Utilities	\$ 1,697.68	\$ 9,000	19%	
5440 · Fuel Expense	\$ 525.00	\$ 12,000	4%	
5450 · Maintenance and Supply	\$ 8,598.39	\$ 100,000	9%	
5470 · Yard & Bldg. Improvements	\$ -	\$ 10,000		
5483 · Debt Issuance Costs	\$ -	\$ 1,340,000	0%	
<b>Total Expense</b>	<b>\$ 304,371.71</b>	<b>\$ 5,140,044</b>	<b>6%</b>	



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

ATTACHMENT B

<b>SOLID WASTE DEPT.</b>				
	Sept 2023 (25% of year)	Budget 2022-23	% of Budget Spent	Comments
<b>Ordinary Revenue/Expense</b>				
<b>Revenue</b>				
4201 · Solid Waste Service Charges	\$ -	\$ 2,797,000	0%	
4202 · Other Solid Waste Services	\$ 1,728.75	\$ 7,600	23%	
4410 · Donations/Fundraising/Grants	\$ -	\$ 5,000	0%	
4420 · Interest Revenue	\$ 22,747.83	\$ 18,690	122%	
<b>Total Revenue</b>	<b>\$ 24,476.58</b>	<b>\$ 2,828,290</b>	<b>1%</b>	
<b>Expense</b>				
<b>5010 · Salaries</b>				
5011 · Wages and P.T.O	\$ 152,658.62	\$ 699,737	22%	
5012 · Overtime Pay	\$ 11,776.40	\$ 52,934	22%	
5013 · Performance Recognition	\$ -	\$ 13,642	0%	
5014 · Temporary Help	\$ 891.68	\$ 25,000	4%	
<b>Total 5010 · Salaries</b>	<b>\$ 165,326.70</b>	<b>\$ 791,313</b>	<b>21%</b>	
<b>5020 · Employee Benefits</b>				
5021 · Health Insurance	\$ 33,095.78	\$ 141,000	23%	
5022 · Retirement Contributions	\$ 40,667.45	\$ 181,132	22%	
5023 · Social Security and Medicare	\$ 12,580.50	\$ 58,930	21%	
5025 · Retiree Medical Insurance	\$ 6,681.24	\$ 43,616	15%	
5026 · Reserve-Retiree Medical Insu.	\$ -	\$ 27,940	0%	
<b>Total 5020 · Employee Benefits</b>	<b>\$ 93,024.97</b>	<b>\$ 452,618</b>	<b>21%</b>	
<b>5210 · Solid Waste Disposal Expense</b>				
5211 · Waste Disposal Fees	\$ 32,631.12	\$ 190,937	17%	
5212 · Recycling Fees	\$ 546.06	\$ 50,000	1%	
5213 · Green Waste Disposal Fees	\$ 29,063.93	\$ 116,284	25%	
5214 · Debris Day Expenses	\$ 200.00	\$ 21,679	1%	
<b>5210 · Solid Waste Disposal Expense</b>	<b>\$ 62,441.11</b>	<b>\$ 378,900</b>	<b>16%</b>	
<b>5400 · TCSD Board Fees</b>				
5401 · Professional Services	\$ 8,546.90	\$ 185,000	5%	
5420 · Staff Training & Travel Expense	\$ 110.77	\$ 3,300	3%	
5425 · Office and Technology	\$ 8,518.65	\$ 20,000	43%	
5430 · Telephone and Alarms	\$ 1,536.84	\$ 7,300	21%	
5431 · Public Communications	\$ -	\$ 25,000	0%	
5432 · Insurance	\$ 44,567.86	\$ 79,000	56%	
5437 · Miscellaneous	\$ -	\$ 1,040	0%	
5438 · Fees and Permits	\$ 1,705.98	\$ 43,300	4%	
5439 · Utilities	\$ 390.43	\$ 3,600	11%	
5440 · Fuel Expense	\$ 8,883.69	\$ 91,500	10%	
<b>5450 · Maintenance and Supply</b>				
5451 · General Supplies	\$ (108.47)	\$ 3,448	-3%	
5452 · Maint. & Supply Contract Svc	\$ 6,862.56	\$ 14,801	46%	
5454 · Vehicle Repair & Maint.	\$ 22,422.85	\$ 210,000	11%	
5456 · Bridge Tolls	\$ 1,020.00	\$ 4,268	24%	
5457 · Solid Waste Carts & Bins	\$ -	\$ 38,737	0%	
5461 · Meeting Supplies	\$ 26.18	\$ 814	3%	
<b>Total 5450 · Maintenance and Supply</b>	<b>\$ 30,223.12</b>	<b>\$ 272,068</b>	<b>11%</b>	
5470 · Yard & Bldg. Improvements	\$ -	\$ 10,000		
5471 · Minor Equipment	\$ -	\$ 4,600	0%	
5472 · Donations/Grants Paid Expenses	\$ -	\$ 5,000	0%	
Vehicle Lease	\$ -	\$ 44,900	0%	
<b>Total Expense</b>	<b>\$ 425,823.02</b>	<b>\$ 2,421,940</b>	<b>18%</b>	



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

ATTACHMENT B

**PARKS AND RECREATION DEPT.**

	Sept 2023 (25% of year)	Budget 2023-24	% of Budget Spent	Comments
<b>Ordinary Revenue/Expense</b>				
<b>Revenue</b>				
4301 · Taxes	\$ 5,333.43	\$ 1,058,250	1%	
4303 · Tia's After School Program Rev	\$ -	\$ 30,600	0%	
4310 · Facilities Rental & Fees	\$ 6,694.56	\$ 28,350	24%	
4320 · Park Rentals	\$ 840.00	\$ 2,730	31%	
4330 · Class Fees	\$ 9,745.00	\$ 30,906	32%	
4350 · TCSD Event Revenue	\$ 14,104.40	\$ 73,800	19%	
4410 · Donations/Fundraising/Grants	\$ -	\$ 4,899	0%	
4420 · Interest Revenue	\$ 9,749.07	\$ 8,010	122%	
4430 · Miscellaneous Revenue	\$ 479.36	\$ 2,040	23%	
<b>Total Revenue</b>	<b>\$ 46,945.82</b>	<b>\$ 1,239,585</b>	<b>4%</b>	
<b>Expense</b>				
5011 · Wages and P.T.O	\$ 96,543.51	\$ 423,104	23%	
5012 · Overtime Pay	\$ 2,385.56	\$ 6,544	36%	
5013 · Performance Recognition	\$ -	\$ 8,448	0%	
5014 · Temporary Help	\$ 7,673.17	\$ 38,064	20%	
<b>Total 5010 · Salaries</b>	<b>\$ 106,602.24</b>	<b>\$ 476,160</b>	<b>22%</b>	
5020 · Employee Benefits				
5021 · Health Insurance	\$ 16,797.70	\$ 60,000	28%	
5022 · Retirement Contributions	\$ 18,829.99	\$ 79,244	24%	
5023 · Social Security and Medicare	\$ 8,360.90	\$ 40,000	21%	
5025 · Retiree Medical Insurance	\$ 661.10	\$ 4,360	15%	
5026 · Reserve-Retiree Medical Insu.	\$ -	\$ 9,350	0%	
<b>Total 5020 · Employee Benefits</b>	<b>\$ 44,649.69</b>	<b>\$ 192,954</b>	<b>23%</b>	
5300 · Events Expense	\$ 36,508.30	\$ 76,450	48%	
5330 · Tree & Landscaping Services	\$ 6,870.00	\$ 30,000	23%	
5331 · Landscaping Contract Svc	\$ 11,000.00	\$ 73,000	15%	
5332 · McGlashan Trail Maintenance	\$ 700.00	\$ 4,500	16%	
5333 · Vegetation Management	\$ 268.00	\$ 40,000	1%	
5340 · Instructor Fees	\$ 10,439.00	\$ 9,647	108%	
5341 · Tia's Afterschool Program Exp	\$ 1,775.89	\$ 11,434	16%	
5400 · TCSD Board Fees	\$ 1,408.00	\$ 5,529	25%	
5401 · Professional Services	\$ 1,579.50	\$ 35,000	5%	
5420 · Staff Training & Travel Expense	\$ 149.45	\$ 6,000	2%	
5425 · Office and Technology	\$ 4,638.48	\$ 18,847	25%	
5430 · Telephone and Alarms	\$ 3,941.81	\$ 14,542	27%	
5431 · Public Communications	\$ 138.00	\$ 3,846	4%	
5432 · Insurance	\$ 22,988.93	\$ 37,240	62%	
5437 · Miscellaneous	\$ -	\$ 473	0%	
5438 · Fees and Permits	\$ 2,810.61	\$ 24,841	11%	
5439 · Utilities	\$ 4,431.91	\$ 19,995	22%	
5440 · Fuel Expense	\$ -	\$ 4,458	0%	
5450 · Maintenance and Supply				
5451 · General Supplies	\$ 830.39	\$ 9,580	9%	
5452 · Maint. & Supply Contract Svc	\$ 8,973.57	\$ 23,966	37%	
5454 · Vehicle Repair & Maint.	\$ 113.29	\$ 3,854	3%	
5458 · Cabin/Comm.Ctr. Maint. & Supply	\$ 403.60	\$ 8,655	5%	
5459 · Park Maint.	\$ 1,633.61	\$ 10,729	15%	
5461 · Meeting Supplies	\$ 112.65	\$ 866	13%	
<b>Total 5450 · Maintenance and Supply</b>	<b>\$ 12,067.11</b>	<b>\$ 57,650</b>	<b>21%</b>	
5470 · Yard & Bldg. Improvements	\$ -	\$ 10,000		
5471 · Minor Equipment	\$ -	\$ 3,432	0%	
<b>Total Expense</b>	<b>\$ 272,966.92</b>	<b>\$ 1,155,998</b>	<b>24%</b>	



## TAMALPAIS COMMUNITY SERVICES DISTRICT

Staff Report  
October 11, 2023

**TO: BOARD OF DIRECTORS**

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

**SUBJECT: RECEIVE FINAL DESIGN FOR REMODELING THE TAM VALLEY COMMUNITY CENTER RESTROOMS**

---

### **RECOMMENDATION**

Receive the final design, based upon prior Board approval, for remodeling the restrooms in the Tam Valley Community Center.

### **BACKGROUND**

The current Community Center restrooms are original from when the building was constructed approximately thirty years ago. Similar to any public facility, the bathrooms have been heavily used over the years for both District and private events. Due to age, level of usage and ADA accessibility, remodeling the restrooms is needed and highly desired.

At its February 2022 meeting, the TCSB Board established a Community Center Repairs Ad Hoc Subcommittee with the purpose of prioritizing repairs to the Community Center. The subcommittee has met several times during the previous months to review and discuss proposed repair projects. Remodeling the restrooms and making them ADA compliant has been a goal of the Board for many years.

In February 2023, the TCSB Board reviewed three options to remodel the bathrooms. All three options maintained the current fixtures count (men's room = one urinal and one toilet; women's room = two toilets) while meeting current ADA-accessibility requirements. ADA guidelines require a minimum turnaround radius of sixty (60) inches. All three design options incorporated that necessity, as well as the current accessibility requirements for grab bar, mirror, bath accessories, soap and towel dispensers. All three design options included replacing the existing drinking fountain in the lobby with a new accessible high-low drinking fountain with bottle filler and a cane-detectable rail.

The Board directed staff to revise the three options to utilize a design with a single gender-neutral restroom with individual toilet compartments and a common sink.

Staff originally presented three revised options to the Ad Hoc Subcommittee on May 2. After a thorough discussion and consideration of each option, the Subcommittee recommended design Option A with changing the smallest toilet compartment (30") to a urinal.

The item and recommendation then went to the full Board on May 10. The Board selected Option A but wanted the entry door moved towards the middle of the wall and the smallest toilet compartment to remain a toilet, not a urinal, and enlarged beyond the 30" in the original design.

On June 14, the Board selected the revised design option for a single gender-neutral restroom with full height partitions at each toilet compartment (i.e., floor to ceiling walls and door), within the existing footprint of the two existing restrooms, along with a common sink and four fixtures to match the existing fixture count.

The County Building Official (CBO) commented on the revised design stating that the current CA Plumbing Code does not allow for a multi-stall gender inclusive restroom with privacy compartments. The Code requires separate facilities for each gender that includes an interior 2x6 plumbing wall between toilet compartments. Unfortunately, the current footprint of the Community Center bathrooms does not allow for that level of infrastructure to support the required design.

#### **DISCUSSION**

On September 13, Robert Hayes + Associates Architects presented the Board with three revised design options that comply with the CBO comments.

The Board approved design option A1 in which both men's and women's restrooms are renovated to become accessible single occupant gender neutral restrooms. This is straightforward and is a relatively minor renovation; the partition wall between the restrooms will be rebuilt to provide sufficient clear space around the toilets, and the toilets would need to be replaced at the proper distance from the wall. The sinks, urinal, and bath accessories would be replaced (all fixtures will need to be replaced to meet the current low flow water savings requirements).

The approved design also includes the existing doors to remain, with the addition of a locking mechanism from the inside and new signage and door hardware including an occupancy indicator.

At the September meeting, the Board requested the inclusion of urinals in both bathrooms, configured so that the restroom doors would open inward. The architect has relocated the urinal in one restroom so that the door can open inward. The attached revised plans show each restroom with an urinal and door that opens inward. Please note that these are single occupant restrooms, so while there would be both a urinal and a toilet, there would not be any toilet compartment providing separation and privacy, so they would be designed to be used by only one occupant at a time.

#### **Accessibility Compliance and Existing Conditions**

Currently, code compliance deficiencies exist in the restrooms, which the proposed project will rectify. All new work will be designed to meet the current 2022 CA Building Code. The major

issue is that none of the three water closets have sufficient clear width as required by the current 2022 California Building Code, and the width of the existing bump out at that corner of the building does not allow for two accessible WC stalls and one non-accessible WC stall in the current configuration.

The approved design meets the ADA guidelines requiring a minimum turnaround radius of sixty (60) inches. The approved design has also incorporated current accessibility requirements for grab bar, mirror, bath accessories, soap, and towel dispensers. Finally, the approved design also includes replacing the existing drinking fountain in the lobby with a new accessible high-low drinking fountain with bottle filler and a cane-detectable rail.

#### Next Steps

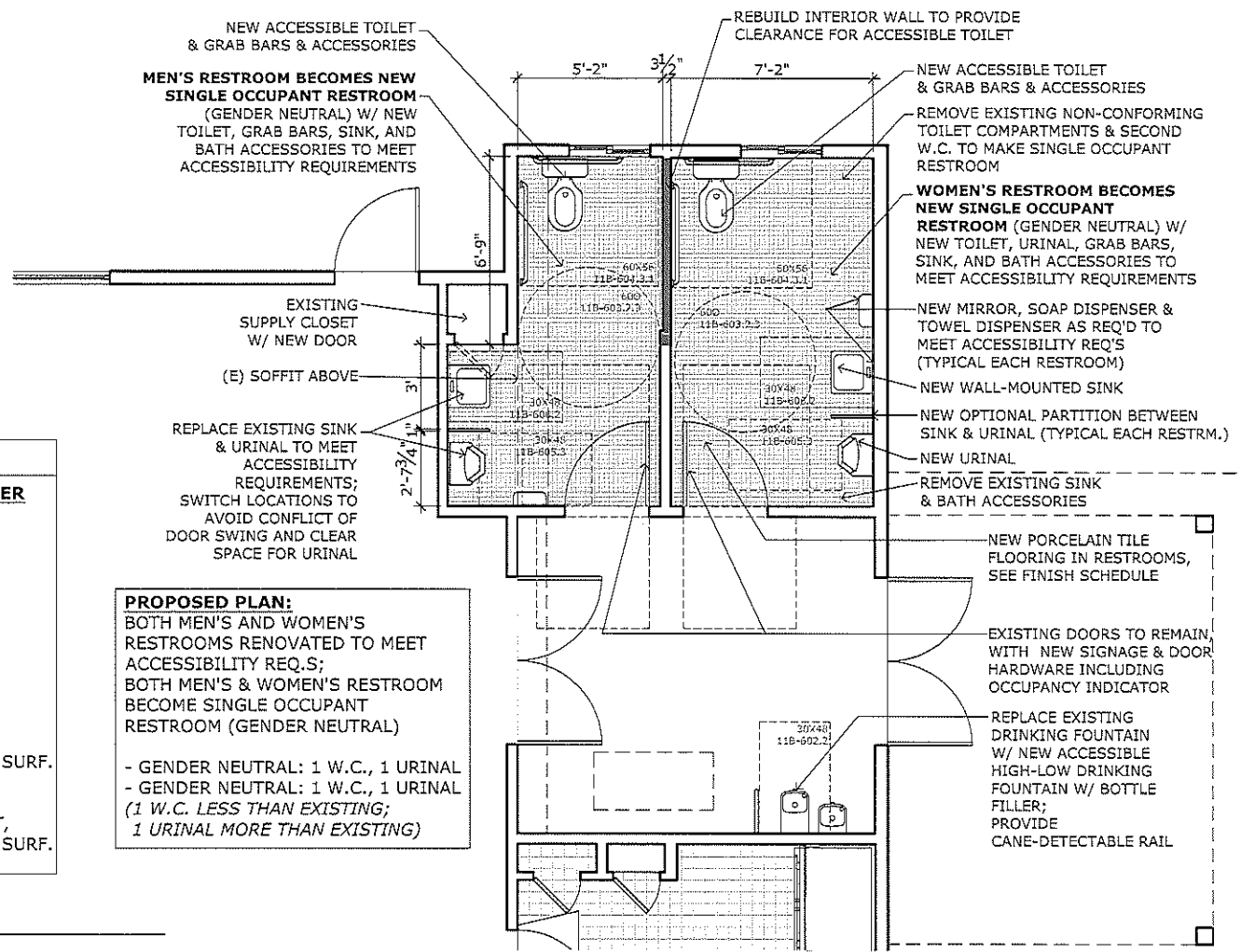
The approved design has been discussed and unofficially approved by the County CBO. Therefore, staff anticipates the project to go out to bid in November/December, with construction beginning in mid-February and completed in early May. Staff will provide design, fixtures, and other project-related options to the Subcommittee for direction as the work progresses. All budgetary decisions will come to the full Board for direction and action.

#### FISCAL IMPACT

Measure A funds are the source of funding.

#### ATTACHMENT

Option A1 Design Scheme for Restrooms



**FINISH SCHEDULE**

**FINISHES AT RENOVATED GENDER NEUTRAL RESTROOMS:**

**FLOORING:**  
1" X 1" PORCELAIN TILE W/  
4" HIGH X 4" WIDE INTEGRAL  
TILE COVERED BASE

**WALLS (UP TO 4' ABV FIN FLOOR):**  
4" X 4" CERAMIC TILE

**WALLS (4' A.F.F. TO CEILING):**  
SEMI-GLOSS PAINT,  
LIGHT COLORED FOR CLEANABLE SURF.

**CEILING:**  
SEMI-GLOSS OR EGGSHELL PAINT,  
LIGHT COLORED FOR CLEANABLE SURF.

**PROPOSED PLAN:**  
BOTH MEN'S AND WOMEN'S  
RESTROOMS RENOVATED TO MEET  
ACCESSIBILITY REQ.S;  
BOTH MEN'S & WOMEN'S RESTROOM  
BECOME SINGLE OCCUPANT  
RESTROOM (GENDER NEUTRAL)

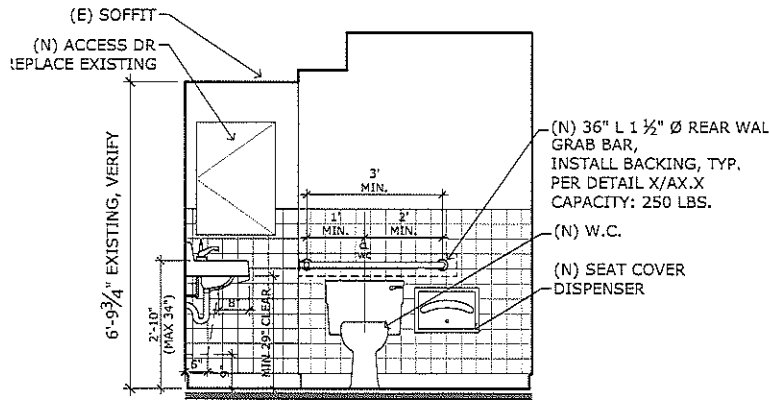
- GENDER NEUTRAL: 1 W.C., 1 URINAL  
- GENDER NEUTRAL: 1 W.C., 1 URINAL  
(1 W.C. LESS THAN EXISTING;  
1 URINAL MORE THAN EXISTING)

**WALL LEGEND**

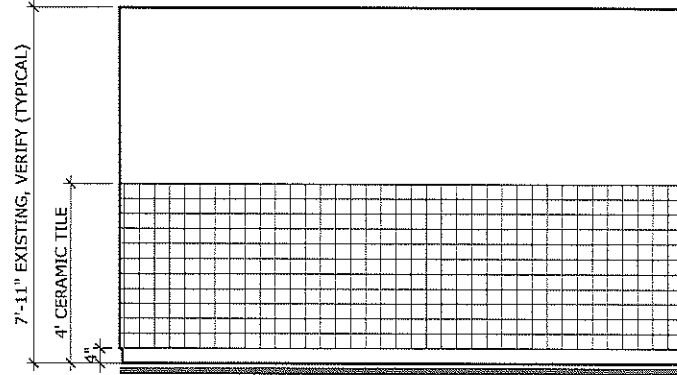
	REMOVE EXISTING WALL
	EXISTING WALL
	NEW WOOD FRAME WALL TYPICAL EXTERIOR WALL 2X6 TYPICAL INTERIOR WALL 2X4 TYP. INTERIOR PLUMBING WALL 2X6

**1 PARTIAL PROPOSED FLOOR PLAN  
AT RENOVATED RESTROOMS** Scale: 1/4"=1'-0"

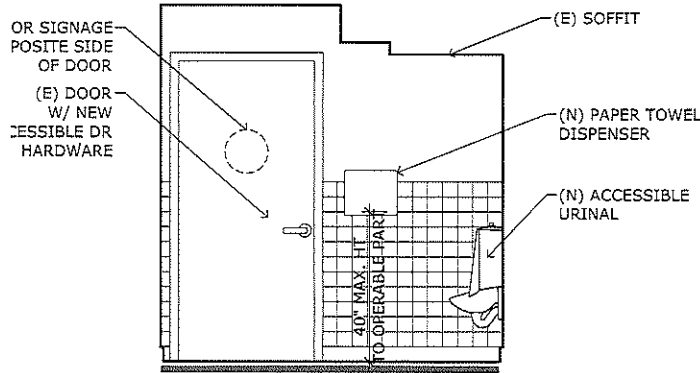
**2 GENDER NEUTRAL SINGLE-OCCUPANT RESTROOMS; 1 W.C. & 1 URINAL IN EACH**



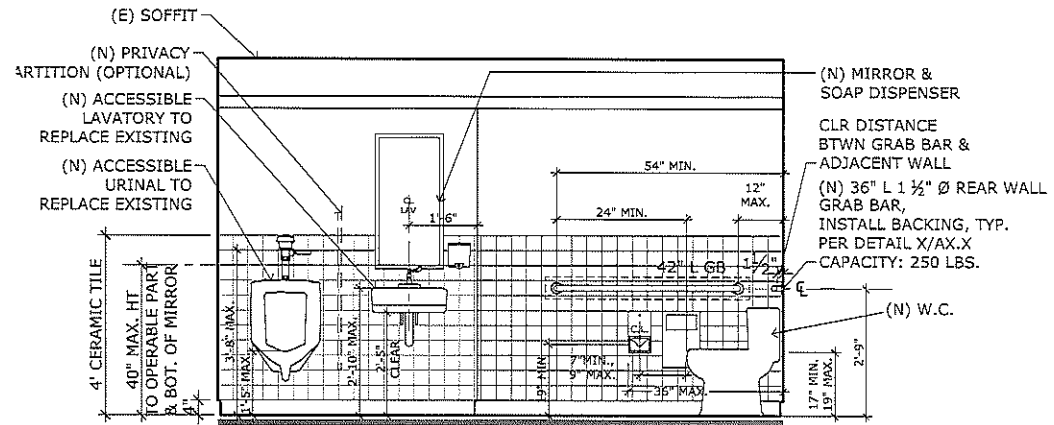
**ELEVATION A**



**ELEVATION B**



**ELEVATION C**



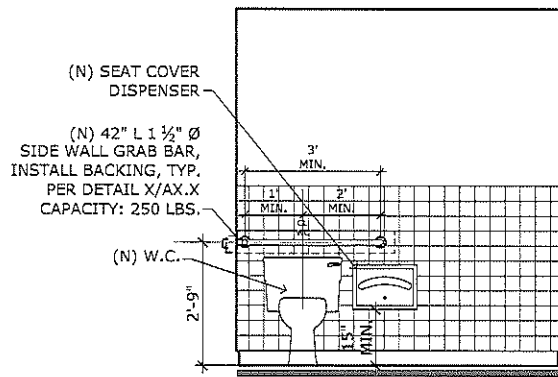
**ELEVATION D**

**1 PROPOSED INTERIOR ELEVATIONS  
GENDER NEUTRAL RESTROOM #1  
(EXISTING MEN'S RESTROOM)**

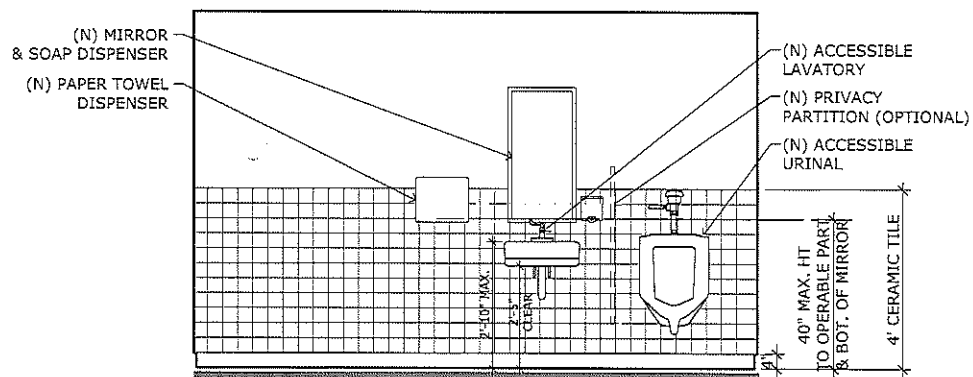
Scale: 3/8" = 1'-0"

PROJECT: RESTROOM RENOVATION  
 300 MARIN AVE  
 MILL VALLEY, CA 94541  
 APR # 200-200-22  
 SHEET TITLE: RESTROOM RENOVATION SCHEMATIC DESIGN  
 ACCESSIBILITY UPGRADES  
 OWNER: Tamalpais Community Center  
 300 MARIN AVE  
 MILL VALLEY, CA 94541  
 (925) 231-6000  
 JOB NO. 22-29  
 SCALE: 3/8" = 1'-0"  
 DATE: 10/5/23  
 SHEET TITLE: RESTROOM RENOVATION SCHEMATIC DESIGN  
 ACCESSIBILITY UPGRADES  
**A3.1**

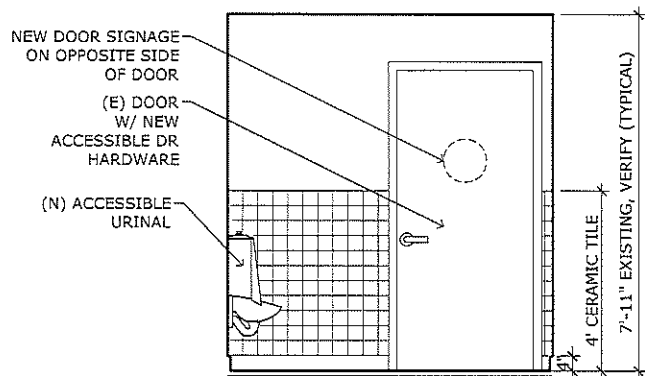




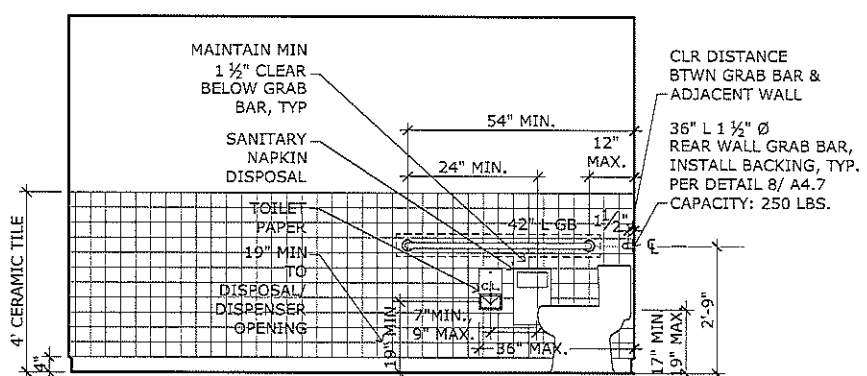
**ELEVATION A**



**ELEVATION B**



**ELEVATION C**



**ELEVATION D**

**1**

**PROPOSED INTERIOR ELEVATIONS  
GENDER NEUTRAL RESTROOM #2  
(EXISTING WOMEN'S RESTROOM)**

Scale: 3/8" = 1'-0"

PROJECT: RESTROOM RENOVATION ACCESSIBILITY CENTER  
 200 MARINI AVE  
 RILL VALLEY, CA 94841  
 APR 2 200-500-22  
 JOB NO. 22-29  
 DATE: 10/5/23  
 SHEET TITLE:  
 RESTROOM RENOVATION SCHEMATIC DESIGN  
 ACCESSIBILITY UPGRADES  
 A3.2

Date: September 21, 2023

To: Steffen and Garrett,

I attended the SASM Meeting for September 21, 2023, at the SASM wastewater plant conference room.

**ATTENDANCE**

All SASM Commissioners were present: Lew Kious, president of the SASM board (Almonte Sanitary District), Peter McIntosh (Richardson Bay Sanitary District), Stephen Burke (City of Mill Valley), Jim Jacobs (Tamalpais Community Services District), Todd Gates of the Alto Sanitary District, and Al Liebof (Homestead Valley Sanitary District) attended the meeting. A quorum was present. Mr. Liebof arrived late at the meeting.

SASM Staff: Mark Grushayev, Director of the Wastewater Treatment Plant was present. Brian Exberger, SASM Chief Treatment Plant Operator, Andrew Poster, P.E., City Engineer and Director of Public Works and Todd Cusimano, City Manager for the City of Mill Valley were absent.

Bonner Buehler, Manager for Homestead Valley was in the audience. No other members of the public were present.

**CLOSED SESSION**

The closed session occurred at 5 pm and lasted an hour. The meeting was for informational purposes only. No decisions were made. At the conclusion of the closed session, President Kious noted that nothing was reportable.

**BUSINESS SESSION**

No violations occurred in the past month and there were no known NPDES limit exceedances or sanitary sewer overflows (SSOs) in September 2023. Most of the meeting agenda items were agreed to through the consent calendar.

**NEXT SASM MEETING**

Future meetings will be live at the SASM conference room at the SASM plant at 6 pm (one hour earlier than prior live meetings). The next SASM meeting is October 19, 2023, at 6:00 pm. I will attend the meeting.

Sincerely,

Jim Jacobs  
TCSD Representative

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

1. New Business: None

Presentation by SMCSD 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

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

### TCS D BOARD OF DIRECTORS MEETING

### MINUTES

WEDNESDAY, SEPTEMBER 13, 2023, AT 7:00 P.M.

#### 1. CALL TO ORDER

The Tamalpais Community Services District Board of Directors Meeting was called to order by Vice President, Brown at 7:02 pm on Wednesday, September 13, 2023.

#### 2. ROLL CALL

President Steffen Bartschat (absent)

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: Pippin Cavagnaro, PE, Nute Engineering.

#### 3. APPROVE AGENDA

MOTION TO APPROVE THE AGENDA

WITH MOVING ITEMS 5D, 6B, 6C IN FRONT OF 5C

M/S: J. BROWM / M. MCMAHON      AYES: 4 (J. BROWN, J. JACOBS, S. LEVINE, M. McMAHON)      NAYS: 0      ABSENT: 1 (S. BARTSCHAT)

#### 4. PUBLIC EXPRESSION

Vice President Brown invited public expression on non-agenda items, in response to which there as the following:

Richard Skaff shared his concerns with the Board regarding TCS D staffing and responses to his emails.

#### 5. REGULAR BUSINESS: Board Actions

- A. Discussed / consider adoption of Resolution awarding bid to Glosage Engineering in an amount of \$673,405.50 for the 20223 / 2024 Sewer Improvement Project Phase D, approving project contingency reserve of \$140,000 for open cut rehabilitation work and other unforeseen field conditions, and authorizing the General Manager to contract with Nute Engineering for engineering services during construction in an amount not to exceed \$45,000.

GM Toy shared with the Board that they anticipate the contractor will start sometime between mid-October to mid-November. The project is expected to be completed by the end of May, 2024, weather permitting.

The Board discussed and asked questions of staff and Mr. Cavagnaro, PE with Nute Engineering.

There was no public comment.

**MOTION TO ADOPT RESOLUTION 2023-16 AWARDED A CONTRACT TO GLOSAGE ENGINEERING INC. IN AN AMOUNT NOT TO EXCEED \$673,405.50 FOR SEWER IMPROVEMENT PROJECT PHASE D, ESTABLISH PROJECT CONTINGENCY RESERVE OF \$140,000, AND AUTHORIZE CONTRACT WITH NUTE ENGINEERING FOR SERVICES DURING CONSTRUCTION IN AN AMOUNT NOT TO EXCEED \$45,000.**

**M/S: S. LEVINE / J. JACOBS      AYES: 4 (J. BROWN, J. JACOBS, S. LEVINE, M. McMAHON)      NAYS: 0      ABSENT: 1 (S. BARTSCHAT)**

- B. Staff and Mr. Cavagnaro with Nute Engineering provided updates on several capital improvement projects such as the TCSD fence replacement and corporation yard shop building bathroom improvements.

Mr. Cavagnaro talked about the Fence project being divided into three phases for practical and scheduling purposes.

The Board discussed and asked questions of staff and Mr. Cavagnaro.  
There was no public comment.

- D. Discussed / consider revised option for remodeling the Tam Valley Community Center Restrooms.

Nathon Bond, Architect with Robert Hayes Architect + Associates, presented to the Board three revised design options.

The Board discussed and asked questions of staff and Mr. Bond.

Public comment: Richard Skaff shared his concerns with the renovation project of the Community Center restrooms.

**MOTION TO APPROVE OPTION A WITH THE PREFERENCE (IF POSSIBLE) OF A URINAL IN THE BATHROOM TO THE RIGHT THAT ALLOWS THE DOOR TO OPEN INWARD**

**M/S: M. MCMAHON / S. LEVINE      AYES: 3 (J. BROWN, S. LEVINE, M. McMAHON)      NAYS: 1 (J. JACOBS)      ABSENT: 1 (S. BARTSCHAT)**

6. B. Received monthly financial reports.

There was no public comment.

6. C. Received quarterly treasurer's report.

There was no public comment.

5. C. Discussed/consider adoption of Ordinance No. 100 restating and amending Ordinance No. 96 regulating the construction, use, and maintenance of private sewer laterals; CEQA Exempt under sections 15268, 15273,15308.

GM Toy shared with the Board the Ordinance No 100 revisions to Ordinance No 96:

- Clarified the payment of applicable fees.
- Section 420 C- Revised inspection requirements.
- Section 430 A – Revised notice to repair.
- Section 460 was changed to "Reserved" from "Responsibility of Property Owner."
- Added appeals process.
- Restated and amended Ordinance.
- CEQA – added the required CEQA language.
- General revisions to improve clarity and consistency.

The Board discussed the matter and asked questions of staff.

There was no public comment.

**MOTION TO ADOPT AND WAIVE THE SECOND READING OF ORDINANCE NO. 100 ENTITLED "AN ORDINANCE OF THE TAMALPAIS COMMUNITY SERVICES DISTRICT RESTATING AND AMENDING ORDINANCE NO. 96 REGULATING THE CONSTRUCTION, USE AND**

**MAINTENANCE OF PRIVATE SEWER LATERALS”**

M/S: M. MCMAHON / J. BROWN      AYES: 4 (J. BROWN, J. JACOBS, S. LEVINE,  
M. McMAHON)      NAYS: 0      ABSENT: 1 (S. BARTSCHAT)

5. E. Discussed/consider authorizing General Manager to purchase and install two electric vehicle dual port chargers at a not-to-exceed cost of \$55,000: one in the corporate yard and one in the community center parking lot.

Assistant GM Shear shared with the Board:

- As a deep green MCE member, TCSD qualifies for \$3,500 per charger port, totaling \$14,000 (four total ports based on two level 2 EV chargers).
- The Transportation Authority of Marin (TAM) offers a rebate of up to \$3,000 per Level 2 charger. TCSD potentially qualifies for up to \$6,000 from TAM based on installing two Level 2 chargers.

The Board discussed and asked questions of staff.

The consensus of the Board is to install one electric vehicle dual port charger possibly in the future in the corporation yard for the fleet but not at the Tam Valley Community Center. The Board directed staff to hold off on purchasing the EV charger until EV vehicles have been purchased.

There was no public comment.

- F. Received revised update on the adopted FY23/24 TCSD goals and priorities.

The Board discussed and asked questions of staff.

There was no public comment.

- G. Discussed/ consider authorizing the General Manager to sign a letter of support for Assembly Constitutional Amendment 13 (WARD). Which ensures that an initiative constitutional amendment cannot impose vote thresholds on our communities that exceed the level of support for imposing such thresholds.

The Board discussed the matter and asked questions of staff.

There was no public comment.

**MOTION TO AUTHORIZE THE GENERAL MANAGER TO SIGN A LETTER OF SUPPORT FOR ASSEMBLY CONSTITUTIONAL AMENDMENT 13 (WARD).**

M/S: M. MCMAHON / J. JACOBS AYES: 3 (J. BROWN, J. JACOBS, M. McMAHON) NAYS: 0 ABSENT: 1 (S. BARTSCHAT) ABSTAIN: 1 (S. LEVINE)

6. REGULAR BUSINESS: Information Items

A. General Manager Report

GM Toy gave summary of Creekside Fridays revenue – comparing 2023 to 2022 and 2019.

GM Toy shared with the Board the tentative schedule of TCSD events from September 2023 through September 2024.

GM Toy shared summary of comments from the Special 7/26 Board Work Session in Kay and Eastwood Parks.

The Board asked about the community survey status. GM Toy indicated staff met with the consultant regarding the survey and that we will provide a status update at the next meeting.

There was no public comment.

D. Receive sewer treatment plant update reports: SMCSD and SASM

Vice President Brown attended SASM Board of Commissioners Meeting on August 17, 2023.

VP Brown reported the consent calendar was the only thing that was approved and that SASM adjusted the budget.

Dir. Levine attended the SMCSD Board of Directors Meeting on Sept. 2, 2023.

1. New Business

A. Approve The Sausalito-Marin City Sanitary District's Response To The Findings And Recommendations Contained In The June 15, 2023 Marin County Civil Grand Jury Report: Build More ADUs- RX for Increasing Marin's Housing Supply. Recommendation for SMCSD included waiving or lowering impact and connection fees for units under 750 SF. SMCSD rejected the recommendation as "unwarranted and not reasonable" and will not conduct a feasibility assessment

B. Authorize The General Manager To Award a Professional Services Agreement To Carollo Engineers For Design Of The Biosolids Handling Project For A Cost Not To Exceed \$165,715.



C: Adopt Resolution No. 1093 Authorizing The Investment Of Reserve Monies In Accounts with JP Morgan Chase Bank N.A./JP MorganSecurities LLC For Fixed Income Investments Including United States Treasury Bills. Severing agreement with LAIF due to low returns on investments.

2. GM Report:

a. No SSO's or blending events this month.

b. Operations and Maintenance.

- . Cleaned all Treatment Plant fuel and sedimentation tanks.
- . Cleaned Treatment Plant sewer lines
- . Recalibrated Flow Meters

c. Projects:

. Clarifier and Headworks Gate Rehab: to increase capacity and redundancy for primary treatment. Project design completed. Bids due in late October. Funded for \$2,105,000.

. Op Center and Lab Remodel: Complete late September. Budgeted \$400,000.

. Beach Force Main: Permit application under review by City of Sausalito and BCDC. Rate funded capital budget of \$2,640,000.

. Bio-solids Handling Project: Study conducted on how to handle and transfer bio-solids from the plant, Project is rate funded at \$400,000.

. Primary Digester Heating System: Has reached the end of its useful life. Planned for this winter at rate funded budget of \$400,000.

. Plant Electrical System Upgrade: Electrical systems in the Op building, maintenance shop and other buildings have reached the end of their useful lives. Rate funded budget of \$800,000.

. TCSD Flow Meter: District has given up on PG&E supplying power to the meter. Instead they will utilize solar power and eliminate the need for utility power. Project scheduled for this winter. Rate funded budget of \$200,000.

7. CONSENT CALENDAR

- A. Approve minutes of August 9, 2023, BOD Meeting
- B. Approve minutes of August 23, 2023, Special Work Session Meeting.

MOTION TO APPROVE THE CONSENT CALENDAR

M/S: S. LEVINE / J. JACOBS      AYES: 4 (J. BROWN, J. JACOBS, S. LEVINE,  
M. McMAHON)      NAYS: 0      ABSENT: 1 (S. BARTSCHAT,)

8. FUTURE AGENDA ITEMS

A. Review of meeting

The Board agreed the meeting went well.

B. Board input for future Board Meeting Agenda

September 27, 2023, BOD Work Session meeting has been cancelled.

Dir. McMahon will not be able to attend October 25, 2023, Work Session meeting due to work.

9. ADJOURNMENT

MOTION TO ADJOURN

M/S/C: S. LEVINE / J. JACOBS      AYES: 4 (, J. BROWN, J. JACOBS, S. LEVINE,  
M. McMAHON)      NAYS: 0      ABSENT: 1 (S. BARTSCHAT)

THE MEETING WAS ADJOURNED AT 9:19 PM

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



**TAMALPAIS COMMUNITY SERVICES DISTRICT**  
**Staff Report**  
**October 11, 2023**

**TO: BOARD OF DIRECTORS**

**FROM: GARRETT TOY, GENERAL MANAGER**

**SUBJECT: ADOPT RESOLUTION AUTHORIZING THE SUBMITTAL AND ACCEPTANCE OF CALRECYCLE GRANTS**

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**RECOMMENDATION**

Adopt resolution authorizing the submittal and acceptance of CalRecycle grants.

**DISCUSSION**

CalRecycle requires agencies to adopt a resolution authorizing staff to submit applications for grants and, if awarded, to accept and implement the grant. TCSD was required to adopt a similar resolution for CalRecycle Payment Programs (e.g., Beverage Container Payment Program). Specifically, the resolution is required for TCSD to apply for 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). Staff will be submitting an application to cover marketing materials for the compost pails, stickers, lid-flip audit, and SB 1383 enforcement/compliance activities. Notice of grant awards is issued in March 2024.

Staff used the resolution template recommended by CalRecycle. It gives the General Manager authority to submit a grant application and, if awarded, accept/implement the grant including all the required grant documents/agreements.

**FISCAL IMPACT**

The grant would save the rate payers upwards of \$75,000.

**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 NO. 2023-17**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE TAMALPAIS COMMUNITY SERVICES DISTRICT AUTHORIZING SUBMITTAL OF APPLICATION(S) FOR ALL CALRECYCLE GRANTS FOR WHICH THE TAMALPAIS COMMUNITY SERVICES DISTRICT (TCSD) IS ELIGIBLE**

**WHEREAS**, Public Resources Code sections 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**, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

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

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Tamalpais Community Services District (TCSD) authorize the submittal of application(s) to CalRecycle for all grants for which TCSD is eligible; and

**BE IT FURTHER RESOLVED** that the TCSD General Manager, or his/her designee is hereby authorized and empowered to execute in the name of the TCSD all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and 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 11th day of October 2023 by the following vote:

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

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

ATTEST:

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