



# TAMALPAIS COMMUNITY SERVICES DISTRICT

305 Bell Lane, Mill Valley, CA 94941 ♦ 415.388.6393 ♦ Fax: 415.388.4168

info@tamcsd.org ♦ www.tamcsd.org

## TCSD BOARD OF DIRECTORS MEETING AGENDA

WEDNESDAY, SEPTEMBER 13, 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. Award bid to Glosage Engineering in an amount of \$673,405.50 for the 2023/2024 Sewer Improvement Project Phase D, approve project contingency reserve of \$140,000 for open cut rehabilitation work and other unforeseen field conditions, and authorize contract with Nute Engineering for engineering services during construction in an amount not to exceed \$45,000
- B. Receive update report on FY23/24 Capital Improvement Projects
- C. Adopt 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
- D. Discuss/consider revised option for remodeling the Tam Valley Community Center restrooms
- E. Authorize General Manager to purchase and install two electric vehicle dual port chargers at a not-to-exceed cost of \$55,000: one in the corporation yard and one in the Community Center parking lot.
- F. Receive revised update on the adopted FY23/24 TCSD Goals and Priorities.

- G. 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

**6. REGULAR BUSINESS: Information Items**

- A. General Manager's report including Creekside Fridays' expenditure and revenue data
- B. Receive monthly financial reports
- C. Receive Quarterly Treasurer's Report
- 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 August 8, 2023, regular meeting
- B. Approve minutes of August 23, 2023, special meeting

**8. FUTURE AGENDA ITEMS**

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

**9. ADJOURNMENT**

***NEXT MEETINGS***

***BOARD SPECIAL WORK SESSION***

***September 27, 2023***

***CANCELLED***

***NEXT REGULAR BOARD MEETING***

***October 11, 2023***

***7:00pm***

***Tam Valley Community Center***



## TAMALPAIS COMMUNITY SERVICES DISTRICT

Staff Report  
Board Meeting  
September 13, 2023

**TO: BOARD OF DIRECTORS**

**FROM: GARRETT TOY, GENERAL MANAGER**

**SUBJECT: AWARD BID TO GLOSAGE ENGINEERING IN AN AMOUNT OF \$673,405.50 FOR THE 2023/2024 SEWER IMPROVEMENT PROJECT PHASE D, APPROVE PROJECT CONTINGENCY RESERVE OF \$140,000 FOR OPEN CUT REHABILITATION WORK AND OTHER UNFORESEEN FIELD CONDITIONS, AND AUTHORIZE CONTRACT WITH NUTE ENGINEERING FOR ENGINEERING SERVICES DURING CONSTRUCTION IN AN AMOUNT NOT TO EXCEED \$45,000.**

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### **RECOMMENDATION**

Adopt resolution awarding bid to Glosage Engineering in an amount of \$673,405.50 for the 2023/2024 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.

### **BACKGROUND**

In July 2022, staff reported that approximately \$50,000 in funding was remaining under the contract with Nute Engineering to manage the CIP Sewer Improvement Project Phase C design, bid and construction process. We indicated we would use the remaining funds from Phase C design (approx. \$43,300) to design and bid Sewer Improvement Project Phase D. Phase D is the replacement of sewer main pipeline along Eastwood Way, Eucalyptus Way, and portions of Glenwood Ave. The engineering design and bidding cost was approximately \$42,400 for Phase D. There is less than \$900 remaining under the initial contract for Phase C after including the Phase D design costs.

### **DISCUSSION**

The bid was advertised in the Marin IJ and posted to plan exchanges as required. The formal bid opening was held August 24, 2023. Nine (9) contractors submitted bids (see attached bidders list). The bid requested a base bid for pipe slipline and bursting and one additive alternate bid to change pipe rehabilitation method from slipline or bursting to open cut and removal of existing pipe.

District staff and Nute Engineering staff, Pippin Cavagnaro, P.E., have reviewed the bid packages and recommend awarding the Base Bid to Glosage Engineering Inc. as the lowest responsible

bidder for a total amount of \$673,405.50. The Project engineer anticipates that upwards of 300 ft of pipe will need to use the open cut rehabilitation method. As a result, we are recommending a project contingency of \$140,000 (approx. 20%) to cover open cut costs (approx. \$75,000) and other unforeseen field conditions. Attached is the recommendation from Nute Engineer including the bid summary sheet and analysis.

In the nine bids received, seven Base Bids were under the engineer's estimate of \$995,000. Corcus Construction, Inc. was deemed to Not be the lowest responsible bidder because District staff and our consulting engineer determined that the contractor did not meet the level of experience and safety rating standards reasonably necessary for a contractor to be expected to be able to satisfactorily complete the Project.

We will also require Engineering Services During Construction (ESDC) from Nute Engineering. The cost estimate is a not to exceed amount of \$45,000, which includes basic soils compaction per County Standard requirements and a \$5,000 allowance to cover additional engineering services should the District request additional work from the contractor. Some project inspection, management and resident outreach will be done by TCSD staff, allowing us to keep costs to a minimum.

With the bid award, staff will work with Nute Engineering to review submittals and coordinate pre-construction and construction meetings for the Project. We 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 attached resolution makes the required findings to award the contract, authorizes the General Manager to execute an agreement with Glosage Engineering, authorizes the use of the construction contingency reserves for the Project, if needed, and authorizes the General Manager to contract with Nute Engineering for services during construction.

#### **FISCAL IMPACT**

The FY23-24 CIP budget allocated \$1.3M for design and construction of Phase D. The total Project bid, Project contingency, and ESDC costs are \$858,405.50. After the Project has started, staff and Nute Engineering will evaluate the benefit of expanding the scope of the Project, which would require discussion and consideration by the Board before the issuance of any change orders.

#### **ATTACHMENT**

- A. Resolution
- B. Bidders List
- C. Recommendation from Nute Engineering
- D. Nute Engineering proposal for ESDC



## TAMALPAIS COMMUNITY SERVICES DISTRICT

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### RESOLUTION NO. 2023-xx

#### RESOLUTION OF THE BOARD OF DIRECTORS OF THE TAMALPAIS COMMUNITY SERVICES DISTRICT AWARDING 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

**WHEREAS**, bids were opened on August 24, 2023, for Sewer Improvement Project Phase D (Project); and

**WHEREAS**, nine bids were received; and

**WHEREAS**, Corcus Construction Inc. ("Corcus") has been provided notice and an opportunity to be heard in connection with District staff's recommendation to this Board that Corcus's bid be rejected as non-responsible because Corcus lacks the experience District staff has determined is necessary to satisfactorily complete the Project as set forth in the Contractor Safety Standards document set forth in the Contract Documents, as Corcus's bid admits on its face by virtue of its status as a new company; and

**WHEREAS**, TCSD must award the bid to the lowest responsible bidder; and

**WHEREAS**, a Project contingency reserve should be established to address the need for alternate rehabilitation method to open cut and remove existing sewer pipe and other unforeseen field conditions; and

**WHEREAS**, engineering services during construction are required for this Project; and

**WHEREAS**, the FY23-24 CIP has allocated sufficient funds to cover Project design, construction, construction management, and contingency reserves.

**THEREFORE, BE IT RESOLVED** that the Tamalpais Community Services District Board of Directors takes the following actions:

- 1) Awards the contract in the amount not to exceed \$673,405.50 to Glosage Engineering Inc. (second low bidder) as the lowest responsible responsive bidder for Sewer Improvement Project – Phase D.

Corcus lacks the experience this Board determines is necessary to satisfactorily complete the Project. The Board adopts the Contractor Safety Standards set forth in the Contract Documents as indicative of the experience necessary to satisfactorily complete the Project.

- 2) Establishes a Project contingency reserve of \$140,000 and authorizes the General Manager to use the reserve for open cut rehabilitation work and other unforeseen field conditions.
- 3) Authorizes the General Manager to do everything necessary and appropriate to prepare and execute an agreement with Glosage Engineering.
- 4) Authorizes the General Manager to contract with Nute Engineering for engineering services during construction in an amount not to exceed \$45,000.

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 13th day of September 2023 by the following vote:

AYES:

NAYS:

ABSENT:

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

ATTEST:

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

## Attachment B

## BIDDERS LIST

August 24, 2023 2:00pm  
 305 Bell Lane, Mill Valley, CA 94941  
 Tamalpais Community Services District  
 Sewer Improvement Project Phase D

Name

Bid Amount

CORCUS CONSTRUCTION INC.	\$649,422.39
HARDMAN CONSTRUCTION, INC.	\$864,946.00
KEREX ENGINEERING	\$1,443,341.00
KOIOS ENGINEERING INC	\$798,476.00
K.J. WOODS CONSTRUCTION INC.	\$828,000
APB GENERAL ENGINEERING	\$918,066
BASSET ENGINEERING	\$1,246,997.00
D'ARCY + HARDY CONSTRUCTION, INC.	\$907,072.00
GLOSAGE ENGINEERING, INC.	\$673,405.50



## Attachment C

## Civil and Sanitary Consultants

August 29, 2023

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

Re: Sewer Improvement Project – Phase D  
Award Recommendation

Dear Garrett:

On August 24, 2023 nine (9) bids were received for the above-referenced project. A spreadsheet comparing these bids is enclosed.

The lowest apparent responsible and responsive Base Bid of \$673,405.50 was submitted by Glosage Engineering, Inc. In addition, Glosage's Additive Alternate Bid Unit Price was \$420/FT for open cut (units need to be determined in the field and will replace the Base Bid items #2 or #3 as needed and will be tabulated by a Contract Change Order when used.)

Enclosed is the license detail obtained from the Contractor's License Board which shows that, Glosage Engineering, Inc. has a valid Contractor's License and the Contractor is registered with the California Department of Industrial Relations (DIR). The safety and work experience ratings are within the required margins.

We have reviewed their submitted bid package and recommend awarding the Base Bid and Alternate Bid for a total contract of \$673,405.50, to Glosage Engineering, Inc.

Very truly yours,

NUTE ENGINEERING

By

A handwritten signature in blue ink, appearing to read "P. Cavagnaro", is written over a horizontal line. Below the line, the name "Pippin Cavagnaro, P.E." is printed in a black sans-serif font.

Pippin Cavagnaro, P.E.

Enclosure(s)



Home



CONTRACTORS STATE LICENSE BOARD



## Contractor's License Detail for License # 1028046

**DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.**

- › CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- › Only construction related civil judgments reported to CSLB are disclosed ([B&P 7071.17](#)).
- › Arbitrations are not listed unless the contractor fails to comply with the terms.
- › Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 8/25/2023 1:18:53 PM

### Business Information

GLOSAGE ENGINEERING INC  
635 S 31ST STREET  
RICHMOND, CA 94804  
Business Phone Number:(510) 815-4505

Entity Corporation  
Issue Date 06/19/2017  
Expire Date 06/30/2025

### License Status

**This license is current and active.**

**All information below should be reviewed.**

### Classifications

**A - GENERAL ENGINEERING**

### Bonding Information

#### Contractor's Bond

This license filed a Contractor's Bond with [WESTERN NATIONAL MUTUAL INSURANCE COMPANY](#).  
**Bond Number:** 56820  
**Bond Amount:** \$25,000  
**Effective Date:** 01/01/2023  
[Contractor's Bond History](#)

#### Bond of Qualifying Individual

The qualifying individual LUIS ARMANDO GUZMAN certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.  
**Effective Date:** 06/19/2017

### Workers' Compensation

This license has workers compensation insurance with the [INSURANCE COMPANY OF THE WEST](#)  
**Policy Number:** WSA506175002  
**Effective Date:** 08/10/2023  
**Expire Date:** 08/10/2024  
[Workers' Compensation History](#)

### Other

- › Personnel listed on this license (current or disassociated) are listed on other licenses.

## Contractor Information

**Legal Entity Name**  
GLOSAGE ENGINEERING INC

**Legal Entity Type**  
Corporation

**Status**  
Active

**Registration Number**  
1000051960

**Registration effective date**  
7/1/2022

**Registration expiration date**  
6/30/2025

**Mailing Address**  
590 South 33rd Street Richmond 94804 CA Unit...

**Physical Address**  
590 S 33rd Street RICHMOND 94804 CA United ...

**Email Address**

**Trade Name/DBA**  
Glosage Engineering Inc

**License Number(s)**  
Other:1028046

## Registration History

Effective Date	Expiration Date
----------------	-----------------

6/18/2018	6/30/2019
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8/11/2017	6/30/2018
-----------	-----------

7/1/2019	6/30/2022
----------	-----------

7/1/2022	6/30/2025
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## Legal Entity Information

**Corporation Number:**

**Federal Employment Identification Number:**

**President Name:**

Luis Guzman

**Vice President Name:**

**Treasurer Name:**

**Secretary Name:**

Briceida Guzman

**CEO Name:**

**Agent of Service Name:**

Luis Guzman

**Agent of Service Mailing Address:**

590 South 33rd St Richmond 94804 CA United States of America

# Workers Compensation

Do you lease employees No  
through Professional  
Employer Organization  
(PEO)?:

Please provide your  
current workers  
compensation  
insurance information  
below:

	PEO	PEO	PEO
PEO InformationName		Phone	Email

Insured by Carrier

Policy Holder Name:GLOSAGE ENGINEERING INCInsurance Carrier:

Insurance Company of The WestPolicy Number:WSA506175002Inception date:  
8/10/2023Expiration Date:8/10/2024



Attachment D



Civil and Sanitary Consultants

September 7, 2023

Mr. Garrett Toy  
Tamalpais Community Services District  
305 Bell Lane  
Mill Valley, CA 94941

Re: TCSD Sewer Improvement Project - Phase D, Proposal for Engineering Services During Construction

Dear Garrett:

We are pleased to submit the following proposal for the Sewer Improvement Project - Phase D; construction phase.

### **Background**

The Tamalpais Community Services District operates a sewer collection and pumping system serving approximately 2,500 connections and about 7,500-8,000 persons. The majority of the collection system was installed between ~1945 and ~1960, making the average age of the pipes are about 68-70 years old.

Recently, Phases A, B and C, which TCSD developed with Reed Group and Nute Engineering as part of a 20-year long range Capital Improvement Plan (CIP); were completed. The initial phases of the rehabilitation CIP plan have received very competitive bid prices, below expectations. TCSD has now secured needed financing to execute to accelerate the long-range Capital Improvement Plan (CIP) to maintain, repair and replace the sewer collection system with the goal of the District to reduce Inflow and Infiltration (I&I), and reduce cleaning effort, back up and sewer overflows.

The Construction project Phase D proposed about 2,700 feet sewer main pipes shown on the attached CIP map in dark Green in and around Eastwood and Glenwood area. If budget allows, an additional 800-2000 feet or spot repairs could be included by Additive Alternate or Change Order, either from the pipes planned in the 2024-25 planned work or other areas should issues be found by staff.

### **BASIC SERVICES TO BE PERFORMED BY THE ENGINEER**

The following is the scope of services we propose to provide on the Sewer Improvement Project - Phase D:

### **Schedule A Services - Design and Preparation of Plans and Specifications**

1. Assist and manage the progress billing, submittals and general issues for overseeing the District Contractor for the construction and rehabilitation of the sewers using slip-lining, open cut or Pipe Bursting as applicable in various the utility easements totaling approximately 2,700 feet, including attached Standard Provisions of Agreement. This will help improve as many as 40 lateral connections and encourage lateral repairs.

An Alternate Bid amount will be requested for an additional ~300 ft open cut and there is 1000 to 5000 LF of CCTV to find additional pipes or spot repairs needed. Help negotiate extra work if District wishes using the bid price standardization method which has proven to allow the District to maximize repairs while staying within the budgets planned.

2. Submittal list for plans and details, technical specifications, contract for public bid, utility notification and County of Marin initial Encroachment Permit 'A' application.
3. Prepare an estimate of the project construction extra work if requested, cost based on Bid Pricing, assist with the Contractor negotiations as required, sketch plans with specifications and basis of unit measures.
4. Assist the District with making sure the contractor is in compliance with the State of California DIR prevailing wage requirements.
5. Provide assistance during the bidding including responding to contractors' questions, attendance at a pre-bid meeting and issuing addenda as necessary. Coordinate geochemical engineer or technician accepted by the County of Marin Encroachment Permit requirements or other John Calwell, San Geronimo CA, or Miller Pacific Engineering Group, Novato CA, as available.
6. Review the contractor's submittals and working drawings as necessary.
7. Attend preconstruction and pre-paving/restoration meetings.
8. weekly meetings and provide weekly site construction consultations, interpretation of plans and on-call support for the District staff inspectors, as necessary.
9. Assist Staff with lateral reviews on as as-needed basis.
10. Evaluate proposals for modifications to the contract work and prepare change orders to the contract for the District's approval.
11. Prepare a set of record drawings for the project.

## SERVICES NOT INCLUDED IN THIS PROPOSAL

It is understood that the following services and exclusions and provisions listed in Attachment A define the limits of scope and the following are outside the scope of this proposal and will be provided by others:

1. Geotechnical engineering services for soil borings and paving restoration design (a soil boring and additional geotechnical work is not recommended for this project because reconstruction methods will be non-invasive; paving is Contractors responsibility).
2. Potholing or location of underground utilities (Contractors responsibility).
3. Customer notification of District Lateral Ordinances (unless by change order to this contract).
4. Investigations of potential hazardous wastes in the soil or groundwater, manage ACP disposal (all Contractors responsibility).
5. Necessary permit applications and application fees including an encroachment permit (Contractors responsibility).
6. Legal services in connection with the project.
7. Acquisition of rights of ways, rights of entries or permits.
8. Printing costs of plans and specifications for bidding purposes and for the Contractor's use.
9. Additional survey for special design or home-owner improvements or initiating communication with home-owners regarding District Lateral Ordinance.

## ENGINEERING FEE

We propose to do all the work for Sewer Improvement Project-Phase D on a time and materials basis to be billed according to the Schedule of Hourly Rates attached hereto as Attachment A. The estimated labor hours and costs for the work by task and job classification are shown in Attachment B. The following are the not- to -exceed budget estimates for the engineering fees of \$45,000.00 for the various schedules outlined above:

Schedule B – ESDC	\$ 39,866
<u>Additional Services Est.~600 -1000 LF Extra Work</u>	<u>\$ 5,000</u>
Total for Schedules B	\$ 44,866

Very truly yours,

NUTE ENGINEERING

By:   
Pippin Cavagnaro, P.E.

Attachment A - Schedule of Hourly Rates  
Attachment B - Project Estimating Sheet  
Standard Provisions of Agreement

## ATTACHMENT A

### NUTE ENGINEERING STANDARD PROVISIONS OF AGREEMENT

Standard of Care - Services performed by Nute Engineering under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.

Cost Estimates - Nute Engineering makes no representations or warranty concerning the estimated quantities and cost figures made in connection with maps, plans and specifications, or drawings other than that such figures are estimates only, and may vary from the actual construction cost.

Job Site - In accordance with generally accepted construction practices, Owner agrees that the construction contractor will be required by Owner to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of persons and property.

Insurance - Nute Engineering is covered by Workers Compensation Insurance as required by applicable State law and General Liability Insurance for bodily injury of \$1,000,000 and property damage of \$500,000 arising from its negligent acts or omissions, which limits Nute Engineering considers reasonable.

Allocation of Risk - Nute Engineering maintains professional liability insurance in the amount of \$1,000,000 to protect the Owner from any negligent act, error or omission on the part of Nute Engineering. Notwithstanding the amount of insurance, the District and Design Professional have discussed their risks, rewards and benefits, and the risks have been allocated such that the District agrees that to the fullest extent permitted by law, Design Professional's total liability to District for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of \$100,000. Such causes include, but are not limited to, Design Professional's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Ownership and Use of Documents - Documents shall be the property of the District, except original drawings and specifications which are prepared for District projects as instruments of service, shall remain the property of the Engineer. The District will be furnished with a set of reproducible drawings. Termination - This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure of performance by the other party or if the Owner suspends work for more than three months. Nute Engineering shall be paid for services performed prior to the termination notice date plus reasonable termination expenses, including the costs of compiling calculations, records and reports necessary to document job status at the time of termination. All work completed prior to termination shall be the property of the Owner.

Severability - If any term or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding on Owner and Nute Engineering.





## ATTACHMENT A

### 2023 HOURLY RATE SCHEDULE

<b>OFFICE PERSONNEL</b>	<b>HOURLY RATE</b>
Principal Engineer	\$271.00
Senior Engineer	222.00
Engineer III	209.00
Engineer II	196.00
Engineer I	173.00
Field Representative*	190.00
Assistant Engineer II	136.00
Assistant Engineer I	125.00
Engineering Technician II	180.00
Engineering Technician I	159.00
1-Person Survey Crew w/Robotic Total Station	255.00
Office Surveyor	210.00
CAD Drafter II	166.00
CAD Drafter I	145.00
Technical Administrative Support	124.00
Clerical	106.00
<b>LITIGATION SERVICES</b>	
Court Appearance/Deposition	391.00

\*Field Representative for construction is a Prevailing Wage category as required by the California Department of Industrial Relations.

### REIMBURSABLE EXPENSES

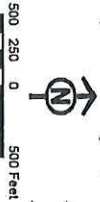
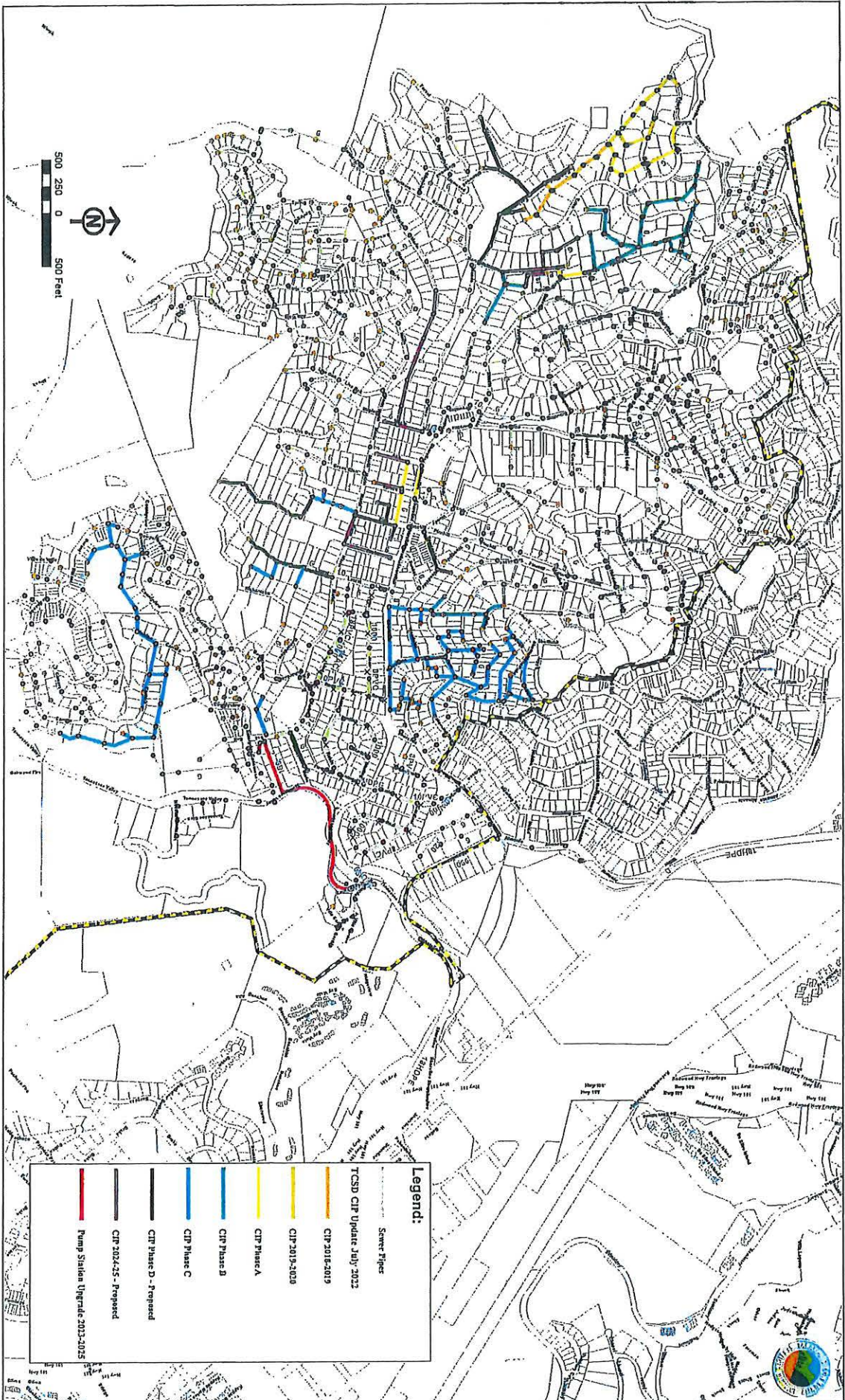
Sub-consultants will be charged at 1.10 times cost. Charges for reproductions, blueprinting, outside computer services, rental of special equipment, delivery, express mail, insurance certificates (where client requires to be listed as an additional insured) and meals and lodging will be charged at 1.10 times cost. Mileage and technology charges are included in the hourly rates. Nute Engineering reserves the right to adjust its hourly rate structure for all ongoing contracts.

**EFFECTIVE DATE:** January 1, 2023











ATTACHMENT B  
TAMALPAIS COMMUNITY SERVICES DISTRICT  
SEWER IMPROVEMENT PROJECT - Phase D  
PROPOSAL FOR ENGINEERING SERVICES DURING CONSTRUCTION  
PROJECT ESTIMATING SHEET \*

	Senior Engineer	Engineer III	Eng Tech II	CAD Drafter II	CAD Drafter	Tech Admin Support	Direct Cost	Direct Cost Markup	TOTAL	
Description	Rate \$/Hr	\$222	\$209	\$180	\$166	\$143	\$124			
<b>Schedule B Services <sup>3</sup> - Engineering Services During Construction</b>										
1. Attend preconstruction meeting			2			2	4			
2. Review Contractor's submittals and working drawings as necessary			10	8		4	8			
3. Provide as needed construction field engineering consultations with District, as necessary			20	16	4	12	8	\$6,000	600	
4. Assist Staff with lateral reviews			8	16			8			
5. Evaluate proposals for modifications to contract work, prepare change orders for District approval	2		4	8		8	8	\$600	\$60	
6. Prepare a set of record drawings for project			4	8	2	12	4	\$600	\$60	
	Hours	2	48	56	6	38	40			
	Cost	\$444	\$10,032	\$10,080	\$996	\$5,434	\$4,960	\$7,200	\$720	\$39,866
										\$39,866

\* Rates subject to annual increases, project to proceed on a time and materials basis.



**Legend:**

	Sewer Pipes
	TCSD CIP Update July 2022
	CIP 2016-2019
	CIP 2019-2020
	CIP Phase A
	CIP Phase B
	CIP Phase C
	CIP Phase D - Proposed
	CIP 2024-25 - Proposed
	Pump Station Upgrade 2013-2025

**NOTE**  
 When Encountered





## TAMALPAIS COMMUNITY SERVICES DISTRICT

Staff Report  
Board Meeting  
September 13, 2023

**TO: BOARD OF DIRECTORS**

**FROM: GARRETT TOY, GENERAL MANAGER**

**SUBJECT: RECEIVE STATUS UPDATE ON FY23-24 CAPITAL IMPROVEMENT PROJECTS**

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### **RECOMMENDATION**

Receive update report and provide direction to staff as appropriate.

### **DISCUSSION**

Staff and Nute Engineering will provide updates on several Capital Improvement Project such as the TCSD Fence replacement and Corporation Yard Shop Building Bathroom Improvements. Specifically, the Fence project has been divided into three phases for practical and scheduling purposes. We will provide more detail at the meeting regarding the phases below:

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

We anticipate having the Phase I fence plans out to bid in late September with bid opening in late October. The Board would consider bid award at its November 8<sup>th</sup> meeting.

The Corp Yard Shop bathroom project would follow a similar schedule of plans out to bid late September with bid opening in late October. The Board would also consider bid award at its November 8<sup>th</sup> meeting.

### **FISCAL IMPACT**

n/a



**TAMALPAIS COMMUNITY SERVICES DISTRICT**  
**Staff Report**  
**September 13, 2023**

**TO: BOARD OF DIRECTORS**

**FROM: GARRETT TOY, GENERAL MANAGER**

**SUBJECT: 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**

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**RECOMMENDATION**

Adopt and waive first 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"

**BACKGROUND**

On February 8, 2017, the Tamalpais Community Services District ("TCSD or District") Board of Directors adopted Ordinance No. 96 which restated and amended Ordinance No. 81 which regulated the construction, use, and maintenance of private sewer laterals within the District.

At its July 12, 2023 meeting, staff proposed revisions to Ordinance No. 96 to clarify the requirements for inspections, maintenance, and/or improvements of private sewer laterals within the District. Staff recommended that the Board provide comments on the proposed revisions and we would incorporate the input into the proposed ordinance for consideration at the August 8<sup>th</sup> meeting.

At the August 8<sup>th</sup> meeting, the Board considered and introduced Ordinance No. 100 which amends and restates Ordinance No. 96.

**DISCUSSION**

Ordinances require two Board meetings to approve. The first meeting is the introduction of the ordinance, and the second meeting is the adoption. This is second meeting to adopt Ordinance No. 100. This Ordinance would take effect 30 days after the adoption of the ordinance. A summary of the ordinance is also published in the Marin IJ after the adoption.

Specifically, Ordinance No. 100 contains the following revisions to Ordinance No. 96:

- General revisions to improve clarity and consistency. Section titles now match the Section titles listed. We reordered and added to the definitions. We also reworded the “Effective Date” Section of the ordinance. We incorporated Section 400. C. Inspections for Commercial and Common Interest Developments in Section 400. B.
- Clarified the payment of applicable fees. We clarified that owners must pay applicable fees such as capacity charges and connection fees.
- Section 420.C. Revised inspection requirements. Under Ordinance No. 96, if a property has a newly constructed or completely replaced sewer service lateral that is less than ten (10) years old, no further inspections are required for home improvements over \$40,000 or the sale of property.

The proposed revision adds the provision that an inspection may be required for new or completely replaced sewer laterals more than five (5) years old, but less than ten (10) years old if staff determines that field conditions have significantly changed (e.g., buried clean out) to warrant an inspection. These revisions reflect the process that staff currently employs.

Specifically, we combined Section 400. D. into the new Section 420. C. regarding “Issuance of Compliance Certificates.” We clarified the compliance differences between fully replaced/newly constructed sewer laterals (i.e., certificate valid up to 10 years) and partial repair/replacement of a sewer lateral (i.e., 3 years).

- Section 430 A.– Revised Notice to Repair. Under Ordinance No. 96, property owners have 90 days from the date of the notice to complete repairs. However, sometimes an owner cannot complete the repair within 90 days due to scheduling issues or other reasonable circumstances. To reflect our current practice, we added language to allow the General Manager or his/her designee to extend the ninety (90) day deadline, in his/her sole discretion, for up to an additional ninety (90) days to account for extenuating circumstance. However, any time extension beyond the additional 90 days will require approval by the Board of Directors.
- Section 460 was changed to “Reserved” from “Responsibility of Property Owner.” There was no Section 460 in Ordinance No. 96 even though it was listed as a “Section” in the ordinance. Staff finds that “Responsibility of Property Owner” is reflected throughout the various sections of the Ordinance and that there is no need to have a separate section for owner responsibilities. We “Reserved” Section 460 for any additional requirements that may be needed in the future.
- Added Appeals Process. We added an Appeals section which establishes a deadline for appeals.

- Restated and Amended Ordinance. Added recitals and added Section to clarify this Ordinance restates and amends Ordinance No. 96 and supersedes any previous ordinances regulating private sewer laterals.
- CEQA. We added the required CEQA language.

**CEQA**

See "SECTION 620. CEQA FINDINGS AND DETERMINATIONS" in Ordinance No. 100 for the CEQA citations.

**FISCAL IMPACT**

n/a

**ATTACHMENTS**

Ordinance No. 100

**Attachment A**

**ORDINANCE NO. 100**

**AN ORDINANCE OF THE TAMALPAIS COMMUNITY SERVICES DISTRICT RESTATING AND AMENDING ORDINANCE NO. 96 REGULATING THE CONSTRUCTION, USE, AND MAINTENANCE OF PRIVATE SEWER LATERALS**

WHEREAS, on February 8, 2017, the Tamalpais Community Services District ("TCSD or District") Board of Directors adopted Ordinance No. 96 which restated and amended Ordinance No. 81, regulating the construction, use, and maintenance of private sewer laterals within the District; and

WHEREAS, the District desires to restate and amend Ordinance No. 96 to clarify requirements for inspections, maintenance, and/or improvements of private sewer laterals within the District.

NOW, THEREFORE, the Board of Directors of the Tamalpais Community Services District does ordain as follows:

**SECTIONS**

100	Findings
150	Definitions
200	Sewer Laterals - New Construction
250	Connection Permits and Fees; Capacity Charge
280	Improper and Illegal Connections to Private Sewer Laterals
300	Ownership, Maintenance, and Repair of Private Sewer Laterals
400	Sewer Laterals - Mandatory Inspections
410	Sewer Laterals Inspections- Access to Premises
420	Sewer Laterals - Inspection Report - Requirements
430	Sewer Laterals - Required Repairs
440	Sewer Laterals - Common Interest Developments
450	Sewer Laterals - Multiple Connections
460	Reserved
500	Prohibited Discharges
550	Punishment - Prohibited Discharges
560	Damage to District's Sewer System
570	Punishment - Contractors - Violation of Section 280
580	Appeals

**SECTION 100 - FINDINGS**

The District finds and determines that Infiltration and Inflow (hereinafter referred to as I&I) is a serious problem for the District in that during heavy rains, a significant amount of water is introduced into the District's system as a result of the I&I from breaches in the entire pipeline



system that leads to the treatment facility. To a great extent, much of this I&I is introduced into the District's pipelines and sewer mains from the sewer laterals or unpermitted drainage structures leading from a property to the District's sewer mains. As a result of I&I, the District's sewer treatment facilities have the potential to become overburdened during periods of heavy rains leading to sewage overflows and possible spills into the waters of the San Francisco Bay. Such overflows and spills can lead not only to significant fines and penalties against the District by State and Federal water regulatory agencies, but may pose a significant risk to the environment, and the health and safety of the public at large.

The District has determined that it is in the public interest that the private sewer laterals I&I problem be addressed and that it has become the policy of the District that the upgrade and repair of private sewer laterals become a priority of TCSD.

Furthermore, the recitals above are each incorporated by reference and adopted as findings by the Board of Directors of the Tamalpais Community Services District.

## **SECTION 150 - DEFINITIONS**

**COMMERCIAL BUILDING** means any building, or portion thereof, designed, intended, or used to accommodate a business, commercial, or industrial enterprise, or a public or private school.

**COMMON INTEREST DEVELOPMENT** means a development characterized by individual ownership of a condominium housing unit or a residential parcel coupled with the shared ownership of (or right to use) common areas and facilities, including, but not limited to, condominium projects, community apartment projects, stock cooperatives and planned unit developments, which contain three (3) or more dwelling units and which have a sewer service lateral shared by three (3) or more dwelling units.

**COMPLIANCE CERTIFICATE** means a certificate issued by the District upon its determination that a sewer lateral has demonstrated compliance with all applicable District standards.

**DISTRICT** or TCSD is the Tamalpais Community Services District.

**DISTRICT BOARD** is the Tamalpais Community Services District Board of Directors.

**DISTRICT STAFF** are employees and/or designated contractual representatives of the Tamalpais Community Services District.

**INFILTRATION** means water other than sewage which enters into the District's collection system through cracks, breaks, open joints, or other deficiencies which may exist in laterals or in the District's system.

INFLOW means any water other than sewage that is directed toward or connected to the District's collection system through drainage ditches, open or enclosed culverts, roof drains, yard or area drains, or any other source of storm or ground water.

INFLOW AND INFILTRATION are sometimes referred to collectively as "I&I".

LATERAL SEWER, LATERAL, or PRIVATE SEWER LATERAL is hereby defined as a privately owned sewer which conveys sewage from a building to the District's collection system, including all pipes, fittings, and appurtenances from the outer face of the building served to the connection into the Agency's sewer main including the connection itself.

NOTICE TO REPAIR means the notice issued by the District to the owner advising that the owner appears to be in violation of the respective code or ordinance with respect to the owners sewer service lateral, or in violation of the Code or Ordinance in a manner of the sewer service lateral's connection to the District's sewer system, which order directs the abatement of the identified violation in a timely manner.

OWNER means any person, partnership, association, corporation or fiduciary having legal title (or any partial interest) in any real property situated within the District.

SEWER MAIN means a District-owned pipeline designed and operated to accept sewage from a sewer service lateral for disposal/treatment.

SEWER SERVICE LATERAL INSPECTION means an inspection of a sewer service lateral that consists of the retention of a licensed plumber by the Owner in order to visually examine and inspect a sewer service lateral in the manner deemed appropriate by the District. Such an inspection shall, at a minimum, include the use of a closed-circuit television inspection device for the purposes of determining whether the sewer service lateral complies with the requirements of this Ordinance.

## **SECTION 200 - SEWER LATERALS - NEW CONSTRUCTION**

All new residential, apartment, industrial, and commercial buildings shall have installed a new sewer service lateral. A minimum four-inch lateral shall serve single or duplex residential dwelling units. A minimum six-inch lateral shall be installed to serve buildings with three or more residential units, and industrial and commercial buildings. Construction shall conform to District standards.

## **SECTION 250 - CONNECTION PERMITS AND FEES; CAPACITY CHARGE**

Prior to constructing a lateral or connecting a new building to an existing lateral, or undertaking a repair of a lateral, the owner shall apply for and obtain a permit from the District and pay all applicable sewer capacity charges and/or inspection fees per District policies and regulations. The application shall include a plan showing the location of the lateral and the

proposed repair or replacement, and all buildings, other utilities, significant features, and topography of the property and showing the public right-of-way or easement in which the lateral and the District's sewer are located, and the proposed connection of the lateral to the District's sewer main.

All vacant, undeveloped parcels are required to pay the sewer capacity charge, unless the property owner(s) can demonstrate to the District's satisfaction that the property had previously paid the sewer capacity charge.

#### **SECTION 280 - IMPROPER AND ILLEGAL CONNECTIONS TO PRIVATE SEWER LATERAL**

It shall be improper and illegal for a Contractor or Homeowner to connect the following to a private sewer lateral, unless otherwise permitted by the District: storm drains, roof drains, pool drains, vehicles such as recreational vehicles and campers, unpermitted structures, and/or non-sewage pipes or drains. Violation of this Section is punishable under Section 570 of this Ordinance.

#### **SECTION 300 - OWNERSHIP, MAINTENANCE, AND REPAIR OF PRIVATE SEWER LATERALS**

A. Private sewer laterals shall be owned, maintained, and repaired by the owner of the property which the lateral serves. The entire service lateral, from the building connection to and including the "wye" connection or other tie into the sewer main, shall fall within the Owner's responsibility for installation, maintenance, and repair.

B. Property owners must clean, maintain, and repair laterals servicing their property sufficient to keep the lateral in operable condition at all times. The property owner shall perform such duties as may be required in response to observed overflows or seepage attributable to the lateral or as discovered by smoke testing, televising, or video inspecting the private laterals. Where such maintenance requires excavation and/or replacement of existing facilities, the property owner shall apply for and receive a connection permit (see Section 250 above) from the District.

#### **SECTION 400 – SEWER LATERALS - MANDATORY INSPECTIONS**

##### **A. HEALTH AND SAFETY BASIS FOR REQUIRING A SEWER SERVICE LATERAL INSPECTION.**

An Owner shall have the sewer service lateral of his or her real property inspected in accordance with the requirements of this Ordinance (as directed and within the time period indicated by the District) upon the occurrence of any of the following events:

1. Overflow or Malfunction. Whenever the District determines that the sewer service lateral has recently overflowed or has recently malfunctioned.
2. Lateral Failure or Lack of Maintenance. Whenever, based on sewer system testing conducted by the District (of either the sewer service lateral or the District's public sewer system),

the District finds that there is sufficient evidence to conclude that the sewer service lateral has failed, is likely to fail, or has not been properly maintained.

3. Public Health Threat. Upon any other reasonable cause to believe that there is a threat to the public health, safety, or welfare due to the condition of a sewer service lateral.

4. Age of pipes and/or extent of foliage causing higher flow within the service area.

a. Whenever the District determines that the age of pipes (clay, plastic, or other material) in combination with observed foliage (tree roots near the sewer lateral suggesting root intrusion causing infiltration), or the age of the pipes independently are causing a higher than average flow in a neighborhood or area, the District may direct an inspection of the sewer service lateral to determine the condition and potential need for repairs.

**B. EVENTS REQUIRING A SEWER SERVICE LATERAL INSPECTION AND COMPLIANCE CERTIFICATE – RESIDENTIAL, COMMERCIAL OR NON-RESIDENTIAL, AND COMMON INTEREST DEVELOPMENT PROPERTIES.** An Owner shall have the sewer service lateral of his or her property inspected in accordance with the requirements of this Ordinance upon the occurrence of any of the following events:

1. Additions and Improvements: Prior to the issuance of a County building permit for a residential or commercial building addition or new improvements on the real property where said addition or improvements (or cumulative additions or improvements through multiple projects over the prior three years) have a value of \$40,000 or greater, an inspection and Compliance Certificate shall be required.

a. District shall notify the Building and Planning Department of Marin County of this requirement so that issuance of a building permit is conditioned upon meeting the requirement of a lateral inspection.

2. Transfer of Property Title: Where the sale of any real property with a lateral sewer is proposed, the Seller shall have the sewer lateral inspected and a Compliance Certificate issued prior to the transfer of property title.

a. It shall be the responsibility of the Seller to coordinate an inspection of the sewer lateral upon listing the home for sale.

b. Should the Seller fail to have an inspection conducted on the property prior to the sale of the property, the District shall require the new Owner to conduct an inspection and make any necessary repairs to the lateral.

3. Whenever the District is replacing a sewer line, conducting repairs of a sewer main, or the County is doing road resurfacing, an inspection and Compliance Certificate shall be required. Owners will be notified by the District of any current work and need for an inspection report on

their lateral prior to the road work or construction so that any remedial work to the lateral is completed prior to the construction or road work.

- a. Where an Owner refused to provide an inspection, the District may conduct a televised inspection and the Owner shall be responsible for the costs of such an inspection. Should an inspection reveal the need for repairs, the District may issue a Notice of Repair to the Owner and have the remedies provided for in Section 430 D of this Ordinance to ensure repairs and made and costs are paid.

#### **SECTION 410 - SEWER LATERAL INSPECTIONS - ACCESS TO PROPERTIES**

The District (or any designated representative thereof) is hereby authorized to inspect any sewer system for the following purposes:

- A. To determine the size, depth, and location of any sewer connection.
- B. To determine the end outlet of any sewer connection by depositing harmless testing materials in any plumbing fixture attached hereto and flushing the same, if necessary.
- C. To determine, by measurements and samples, the quantity and nature of the sewage or wastewater being discharged into any sewer.
- D. To determine the location of the roof, swimming pool, floor and surface drains, and whether or not they physically connect to a sewer.
- E. To assess the condition of the lateral where the District suspects that the lateral may be allowing inflow or infiltration.

Nothing herein shall be deemed to provide the District with any right or authority to enter a building or other apparently private or interior area of a real property, except to the extent such entry is expressly authorized by State law. Pursuant to the authority granted by the Community Services District Law, the District may request an inspection warrant to inspect the premises for public nuisances; abate public nuisances, either directly or by giving the Owner notice to abate; or to determine if a notice to abate has been complied with. Where there is no reasonable expectation of privacy, the District may enter onto property within its boundaries without a warrant for the same purposes previously described.

#### **SECTION 420 - SEWER LATERAL INSPECTION REPORT AND COMPLIANCE CERTIFICATE - REQUIREMENTS**

- A. **INSPECTION REPORT STANDARDS.** The sewer service lateral inspection report required by this Ordinance shall be prepared in accordance with the following requirements and specifications.

1. The inspection report shall be prepared by a licensed plumber or District staff.
2. The inspection report shall identify all of the following:
  - a. Any and all defects that could allow infiltration into the lateral or otherwise create a maintenance issue in the District's sewer system. Such defects may include but not be limited to the following: displaced joints, open joints, root intrusion, substantial deterioration of the line, cracks, leaks, inflow or infiltration or extraneous water, root intrusion, grease and sediment deposits or other conditions likely to increase the chance for blockage of the sewer service.
  - b. Whether any connection, by pipes or otherwise, allows rainwater or groundwater to enter the sewer service lateral or public sewer.
  - c. Whether the sewer service lateral has an approved backwater device where any outlet or trap of the sewer service lateral is below the level of the nearest manhole. If a device is already installed, the report shall indicate whether the device is functioning properly.
3. The inspection report shall contain an express certification from the inspector that the property has been inspected for any outdoor drain connection to the District's sewer system and that no such unpermitted lateral exists. The report shall be prepared in a format acceptable to the District.
4. Based upon the District's evaluation of the deficiencies outlined in the report, the District will determine the level of repair or replacement that is required.

**B. COMPLIANCE WITH REGULATIONS.** The inspection report shall, in all other aspects, comply with the requirements and specifications described in the District's specification for a sewer service lateral inspection report as established in Subsection 1 below:

1. Requirements for an inspection report. The following items are required to be addressed in an inspection report:
  - a. Date of inspection.
  - b. Name of inspector and name of plumbing firm along with license number (or name of District staff).
  - c. Certification that a televised video was taken of the lateral.
  - d. A certification that no roof, swimming pool, floor and/or surface drains, or any other non-sewage drains are physically connected to the lateral or sewer main.
  - e. Identification with respect to the sewer lateral of any displaced joints, open joints, root intrusion, substantial deterioration of the line, cracks, leaks, inflow or infiltration or extraneous water, root intrusion, grease and sediment deposits, or other conditions likely to increase the chance for blockage of the sewer service.
  - f. Certification that an installed backwater device is in place where any outlet or trap of the sewer service lateral is below the level of the nearest manhole. If a backwater

device is already installed, the report shall indicate whether the backwater device is functioning properly.

g. A Declaration under penalty of perjury that the report is true and correct.

C. **ISSUANCE OF COMPLIANCE CERTIFICATE.** Upon the District's review and verification of an inspection report received pursuant to this Section, and a determination that the lateral meets all applicable standards to the District's satisfaction, the District shall issue a Compliance Certificate to the Owner.

1. A Compliance Certificate obtained after an Owner has fully replaced or constructed a new sewer lateral associated with a Parcel shall be valid for ten (10) years from the date of issuance, except that after five (5) years from the date of issuance, District Staff may require an inspection under Section 400 B. if it is determined that field conditions have significantly changed to warrant an inspection; all other Compliance Certificates shall be valid for three (3) years from the date of issuance, except as provided in subsections C.2. and C.3. of this section.

2. Nothing in this Ordinance creates a right or entitlement to a Compliance Certificate obtained by error, omission, fraud, or misrepresentation. If District Staff determines a Compliance Certificate was obtained in such a manner, District Staff may do any of the following:

- a. Require immediate reinspection and recertification, or issue a compliance schedule;
- b. Revoke the existing Compliance Certificate or modify the effective period of the existing Compliance Certificate, if the District provides 30 days' prior written notice of the intended revocation or modification; or
- c. Immediately revoke the Compliance Certificate if District Staff determines the Compliance Certificate was obtained by fraud, misrepresentation, or other intentionally wrongful or misleading means.

3. District Staff shall mail a written notice to the affected Owner, notifying them of the District's intent to revoke or modify the Compliance Certificate, or of any immediate revocation already made. Within 30 days of the date the revocation notice was mailed, the affected Owner may submit a written appeal in accordance with the procedures of this Ordinance. The appellant will bear the burden of proof, by a preponderance of the evidence, that the Compliance Certificate was properly issued. In all other respects, appeals under this subsection will proceed in accordance with the provisions of section 580. Failure to appeal the revocation within 30 days will result in the revocation or modification described in the notice without further right of administrative appeal.

#### **SECTION 430 - SEWER LATERALS - REQUIRED REPAIRS**

A. **NOTICE TO REPAIR.** Upon receipt of the sewer service lateral inspection report pursuant to this Ordinance, the District will determine whether it indicates any deficiencies in the operation of the sewer service lateral and, thereafter, shall provide the Owner(s) with a Notice to Repair as may be deemed appropriate. The Notice to Repair/Replace shall specifically identify

the deficiencies to be corrected and shall establish a deadline within which the Owner(s) shall complete the required corrective actions within ninety (90) days of the date of Notice of Repair/Replace. The General Manager or his/her designee may extend the ninety (90) day deadline, in his/her sole discretion, for up to an additional ninety (90) days to account for extenuating circumstance. However, any time extension beyond the additional 90 days will require approval by the Board of Directors. The corrective actions may include a requirement that the lateral be replaced altogether and also may include the installation of cleanouts and backwater valves if those devices are otherwise required by this Ordinance or any uniform code adopted by the Agency.

**B. OBLIGATIONS OF THE OWNER.** The Owner shall repair his or her sewer service lateral to the satisfaction of the District, and, if a permit is required for the repairs, the Owner shall obtain a final permit inspection and approval of the relevant District official.

**C. REPAIRS TO IMPROPER CONNECTIONS CONSISTING OF MULTIPLE PRIVATE CONNECTIONS TO A COMMON LATERAL.** A sewer service lateral serving more than one residential dwelling, except as provided for in Section 450, is an improper connection and shall be repaired or replaced as deemed appropriate by the District. The Owner of each affected residential dwelling shall be responsible for disconnecting their sewer service lateral from the common lateral and connecting to the nearest sewer main, if required.

**D. FAILURE TO REPAIR UPON AGENCY NOTIFICATION.** Should an Owner fail to conduct the required repairs upon issuance of a Notice of Repair by the District, the District shall have several options in order to ensure that the repair or replacement is completed.

1. **Public Nuisance.** Continued habitation of any home, building, or continued operation of any industrial facility in violation of a Notice to Repair or Replace a private sewer lateral is hereby declared to be a Public Nuisance. The District may cause proceedings to be brought for the abatement of the occupancy of the home, building, or industrial facility (i.e., a court order directing the occupant[s] to vacate the home, building, or industrial facility until the directed repairs are made) during the period of such violation. The District shall have the right to recover its attorney fees and costs for the pursuit of the abatement.

2. **Disconnection of Private Sewer Lateral to Sewer Main.** The District shall have the right to commence proceedings in Marin Superior Court to seek a court order disconnecting the private sewer lateral from the sewer main, thus leaving the home, building, or industrial facility without sewer service. The District shall have the right to recover its attorney fees and costs for the pursuit of the disconnection.

3. **Corrections of Violations.** Section 61064 of the Government Code provides that the District may correct any violation of an Ordinance of the District by treating it as a misdemeanor under Section 19 of the Penal Code, or issuing an administrative citation.



## **SECTION 440 – SEWER LATERALS - COMMON INTEREST DEVELOPMENTS**

The Homeowners Association of a Common Interest Development shall, along with the Owner, be jointly and severally liable for the duties and obligations imposed by this Ordinance in relation to any sewer service lateral located within a common area of the development. If no Homeowners Association exists, then the individual unit owners, both jointly and individually, shall be liable for the duties and obligations with respect to sewer service laterals established by this Ordinance.

## **SECTION 450 - SEWER LATERALS - MULTIPLE CONNECTIONS**

It shall be the policy of the District to require one private sewer lateral serving one single family home. However, the District is cognizant that the sewer service system within the District is old and contains many hillside single family homes that are serviced by one private sewer lateral (e.g., one private sewer lateral for two or more homes). Where there is no problem with a sewer service lateral that serves multiple residences, then the District shall allow the multiple service lateral. Where repairs are necessary, the Owners of the residences served by the lateral shall jointly be responsible for the repairs. Where repairs and/or replacement of such a lateral is necessary, the District may require the construction of a new private service lateral for each residential single-family home or the construction of a new larger private service lateral to accommodate the multiple residences.

## **SECTION 460- RESERVED**

## **SECTION 500 – PROHIBITED DISCHARGES**

No person shall discharge or deposit, or cause or allow to be discharged or deposited into the District sewer system any wastewater which contains any of the following:

- A. Cooking grease whether emulsified or not
- B. Waste automotive radiator coolant
- C. Explosive mixtures
- D. Radioactive wastes
- E. Solid or viscous wastes which may cause obstruction to the flow in a sewer pipeline, including cleansing wipes or "flushable" wipes
- F. Any toxic substances in excess of the United States Environmental Protection Agency standards pursuant to Section 307(a) of the Clean Water Act, or any other substances which may interfere with the biological processes of the wastewater system
- G. Petroleum products of any kind
- H. Any liquid or vapor having a temperature higher than one hundred forty (140) degrees Fahrenheit.
- I. Any food waste from a residential unit that has not been properly shredded to a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than 1/2 inch in any dimension. Food waste is prohibited from a commercial property.

- J. Any water containing synthetic detergents in excessive quantity.
- K. Any noxious or malodorous gas or substance capable of creating a public nuisance.
- L. Any water or wastes containing acid iron pickling wastes, or concentrated plating solutions whether neutralized or not.
- M. Any water or wastes containing iron, chromium, copper, zinc, and similar objectionable or toxic substances; or wastes exerting an excessive chlorine requirement.
- N. Any wastewater containing cyanides in excess of two milligrams per liter (2 mg/l)
- O. Any water or waste containing phenols or other taste or odor producing substances in high concentrations.
- P. Any water or waste which contain substances or possess characteristics or pollutants which, in the judgment of the General Manager, may have a deleterious effect upon the sewage treatment works or collection system.

### **SECTION 550 – PUNISHMENT – PROHIBITED DISCHARGES**

**MISDEMEANOR.** Section 61064 of the Government Code provides that the violation of any ordinance, rule, or regulation of the District by any person is a misdemeanor punishable by imprisonment in the County jail not to exceed 30 days or by a fine not to exceed one-thousand dollars (\$1,000) or both. Each and every connection, occupancy, and/or prohibited discharge in violation of this Ordinance shall be deemed a separate violation and each and every day or part of a day a violation of the Ordinance, rule, or regulation continues shall be deemed a separate offense hereunder and shall be punishable as such.

### **SECTION 560 - DAMAGE TO DISTRICT SEWER SYSTEM**

It is unlawful for any person to maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance or equipment that is part of the District Sewer System. Any violation of this Section shall be punishable under Section 550 (above) and any violation may constitute other crimes under the California Penal Code or the United State Codes.

### **SECTION 570 - PUNISHMENT - CONTRACTORS - VIOLATION OF SECTION 280**

Should a Contractor make any connections in violation of Section 280 of this Ordinance, the Contractor shall be guilty of a misdemeanor within the meaning of Section 61064 of the Government Code.

### **SECTION 580 - APPEALS**

All decisions of the General Manager regarding the implementation of this Ordinance shall be final unless appealed. However, applicants may request an appeal of an adverse determination or any conditions or limitations per this Ordinance, within ten (10) days from the date the General Manager issues a decision or makes a determination. All appeals shall contain a statement of the grounds for the appeal. Appeals shall be made to the District Board who shall hear the matter and render a determination as soon as reasonably practicable, but in no event

later than sixty (60) days after an appeal has been filed. Applicants are required to pay an appeal filing fee in an amount set by resolution. Following the filing of an appeal, the District Board shall hold a public hearing on the matter. All determinations on an appeal shall address and be based upon the same findings required to be made in the original determination from which the appeal is taken. Except for appeals of corrective orders and suspension or termination of service, the appeal is an evaluative, and not an adversarial, process to determine the facts of the issue and the appropriate application of this Ordinance. The Board, appellant and General Manager may provide any information deemed relevant to the issue and the Board's consideration. The Board's decision at the conclusion of the hearing shall be final. Adherence to formal rules of evidence is not required.

#### **SECTION 600. TERM.**

This Ordinance remains in full force and effect until rescinded by the Board of Directors.

#### **SECTION 610. EXISTING ORDINANCES.**

This Ordinance shall supersede Ordinance No. 96 and any other previous ordinances regulating the construction, use, and maintenance of private sewer laterals

#### **SECTION 620. CEQA FINDINGS AND DETERMINATIONS.**

In accordance with the California Environmental Quality Act ("CEQA," Public Resources Code §§ 21000 *et seq.*) and the regulations promulgated by the State of California pursuant to CEQA ("State Guidelines"), the District's Board of Directors finds and determines that with respect to the Board's approval and adoption of this Ordinance:

A. In some parts, the Ordinance merely represents a unification, restatement and clarification of existing policies and procedures of the District with regard to the matters addressed in the Ordinance and, therefore to that extent, neither the Ordinance itself nor its adoption constitutes a "project" as that term is defined under CEQA; and

B. To the extent that any portion of the Code may be a "project" for purposes of CEQA, it is found and determined that:

1. Those portions of the Code that establish policies and procedures which are ministerial in nature are statutorily exempt from the requirements of CEQA. (State Guidelines, §15268)

2. Those portions of the Code that establish or reestablish fees, rates and/or charges are statutorily exempt from the requirements of CEQA in that in each instance the fee, rate and/or charge is necessary for purposes of meeting operating

expenses of the District, meeting financial reserve needs and requirements of the District and/or obtaining funds for capital projects which are necessary to maintain services within existing service areas in the District. (State Guidelines, §15273);

3. Those portions of the Code that establish regulatory processes and procedures with regard to the disposal of wastewaters and solid waste and the use of the District's wastewater facilities constitute procedures for the protection of the environment and, therefore, they are categorically exempt from the requirements of CEQA. (State Guidelines, Categorical Exemption Class 8, §15308.); and

4. Neither the Code, nor any part of it, nor its adoption by the District's Board of Directors, nor its operation and enforcement by the District is likely to have a significant effect on the environment.

**SECTION 700 - SEVERABILITY**

If any Section, Subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional and invalid, such a decision shall not affect the validity of the remaining portion of this Ordinance. The Board of Directors hereby declares that it would have passed this Ordinance and every Section, Subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more Sections, Subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

**SECTION 750 - EFFECTIVE DATE OF ORDINANCE AND PUBLICATION**

Upon adoption, this Ordinance or a summary shall be published once in a newspaper of general circulation published in the District within 15 days from and after its adoption, and the Ordinance shall be in full force and effect thirty days from and after its final passage and adoption.

The foregoing ordinance was duly noticed and introduced at a regular meeting of the Tamalpais Community Services District Board of Directors held in said District on the 9th day of August 2023, and thereafter adopted at a regular meeting of the Board, held in said District on the \_\_\_th day of \_\_\_ 2023 by the following vote:

AYES, and in favor thereof, Directors:

NOES, Directors: \_\_\_\_\_

ABSENT, Directors: \_\_\_\_\_

\_\_\_\_\_  
Steffen Bartschat  
President, Board of Directors  
Tamalpais Community Services District

ATTEST:

\_\_\_\_\_  
Board Secretary



**TAMALPAIS COMMUNITY SERVICES DISTRICT**  
**Staff Report**  
**September 13, 2023**

**TO: BOARD OF DIRECTORS**

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

**SUBJECT: DISCUSS/CONSIDER REVISED OPTION FOR REMODELING THE TAM VALLEY COMMUNITY CENTER RESTROOMS**

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**RECOMMENDATION**

Approve revised option for remodeling the restrooms in the Tam Valley Community Center and provide direction to staff as appropriate.

**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 TCSD 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 TCSD 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.

On July 12, the Board authorized staff to contract with Robert W. Hayes, Architect and Associates to provide the architectural design plans and specification services for the project in a not-to-exceed amount of \$30,000.

### **DISCUSSION**

Robert Hayes Architect + Associates submitted the Board approved design option for a single gender-neutral restroom with four separate toilet closets and a common sink to the County Building Official (CBO) for review and comment. The CBO responded 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.

Based upon the comments from the CBO, Robert Hayes has prepared three (3) revised design options. As discussed below, the options renovate the existing restrooms to make them fully accessible, with one or both becoming single occupant gender neutral.

The architect will attend tonight's Board meeting to discuss the options and provide additional information.

### **Option A**

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 would 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 presumably need to be replaced to meet the current low flow water savings requirements).

Regarding the inclusion of urinals, it is acceptable to install a urinal in one or both renovated bathrooms. Note that these would be 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.

Option A1

Option A1 has urinals installed in both renovated bathrooms shown in Option A.

Option B

Both men's and women's restrooms are renovated to meet accessibility requirements. The men's room is reconfigured as a single occupant gender neutral restroom, while the women's room is reconfigured to maintain two water closets (WCs) in separate stalls. This means there would be a dedicated women's restroom with two WC's. All others, including females, could use the gender neutral restroom.

Subcommittee Recommendation

The Subcommittee has reviewed both options and recommended Option A with the inclusion of a urinal in one or both restrooms. The option is attached as Option A1.

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 WCs 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.

Both proposed design options meet the ADA guidelines requiring a minimum turnaround radius of sixty (60) inches. The design options have incorporated that necessity, as well as the current accessibility requirements for grab bar, mirror, bath accessories, soap, and towel dispensers. All design options also include replacing the existing drinking fountain in the lobby with a new accessible high-low drinking fountain with bottle filler and a cane-detectable rail.

Attached to the staff report is an Existing Conditions design summary, detailing the current accessibility deficiencies.

Next Steps

If the Board selects the revised design option tonight, staff will work with the architect to design, permit, and bid the project. Since options A, A1, and B have been discussed and unofficially approved by the County CBO, we anticipate the project can 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.

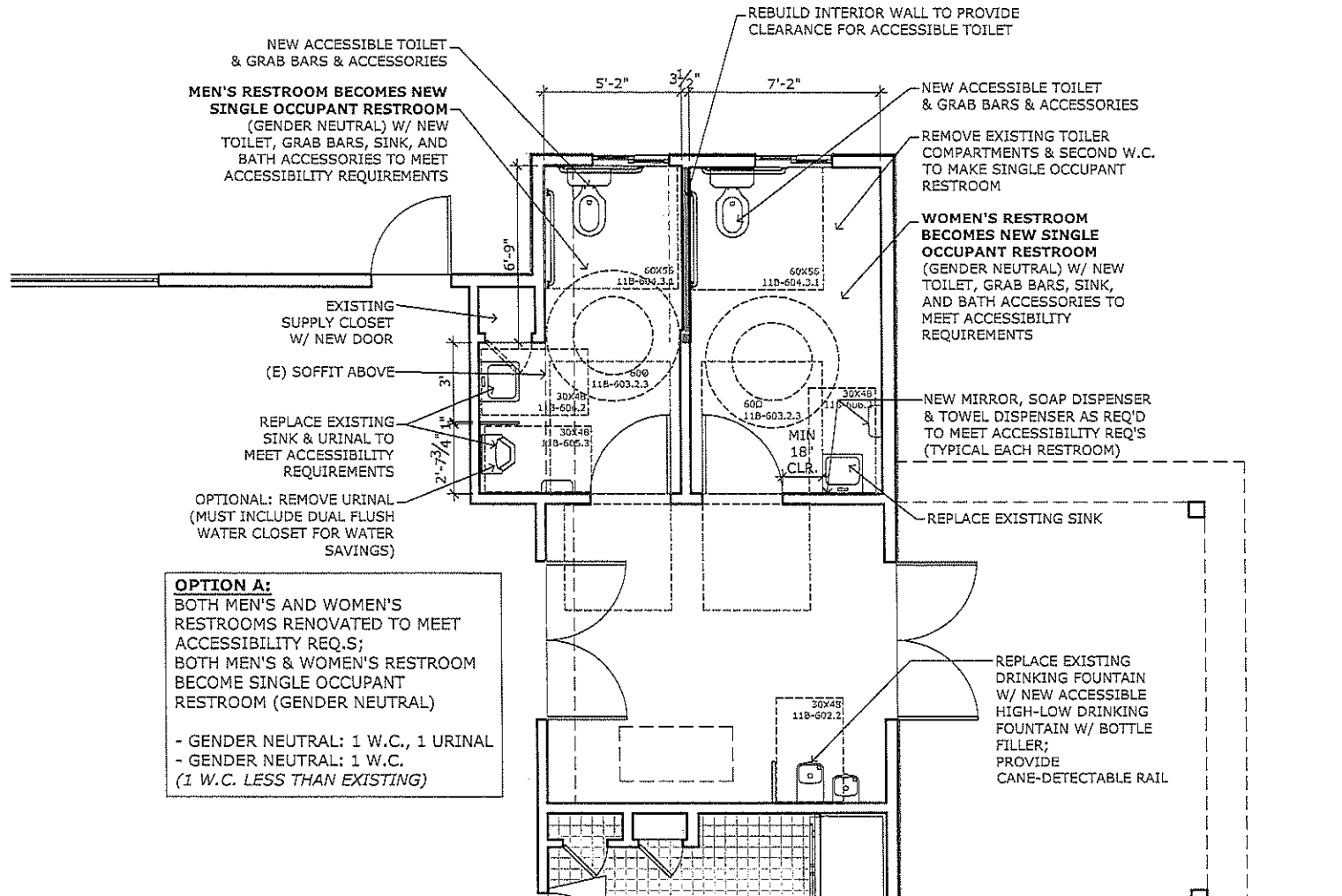
**FISCAL IMPACT**

Measure A funds are the source of funding.

**ATTACHMENTS**

Option A, A1, and B Revised Design Schemes for Restrooms; Existing Conditions of the Bathrooms





**OPTION A:**  
 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 W.C. LESS 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  
 OPTION A  
 2 GENDER NEUTRAL SINGLE-OCCUPANT RESTROOMS**

Scale: 3/4" = 1'-0"

THE INFORMATION ON THIS SHEET IS THE PROPERTY OF THE DESIGNER. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR MODIFICATION OF THIS INFORMATION WITHOUT THE WRITTEN CONSENT OF THE DESIGNER IS STRICTLY PROHIBITED.

DESIGNER: **ARCHITECTURAL DESIGN GROUP**  
 305 BAY LANE  
 HILL VALLEY, CA 94941  
 (415) 751-099

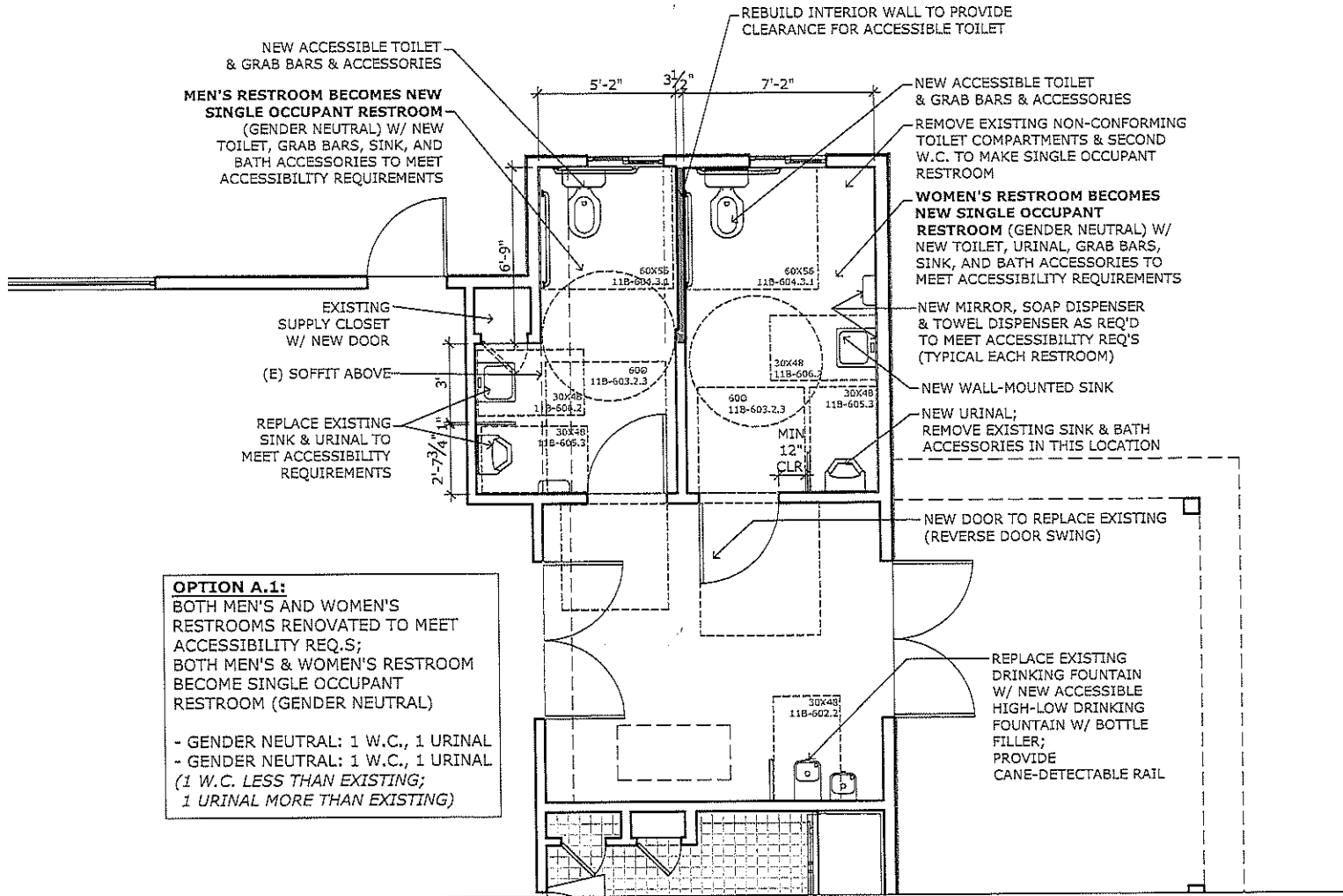
OWNER: **Tenaja's Community Rehabilitation Center**  
 305 BAY LANE  
 HILL VALLEY, CA 94941  
 (415) 751-099

PROJECT: **RESTROOM RENOVATION ACCESSIBILITY CENTER**  
 305 BAY LANE  
 HILL VALLEY, CA 94941  
 (415) 751-099

JOB NO. 22-29  
 SCALE  
 DATE **9/7/23**  
 SHEET TITLE: **RESTROOM RENOVATION SCHEMATIC DESIGN ACCESSIBILITY UPGRADES**

**A1.1**

**Attachment A**



**OPTION A.1:**  
 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

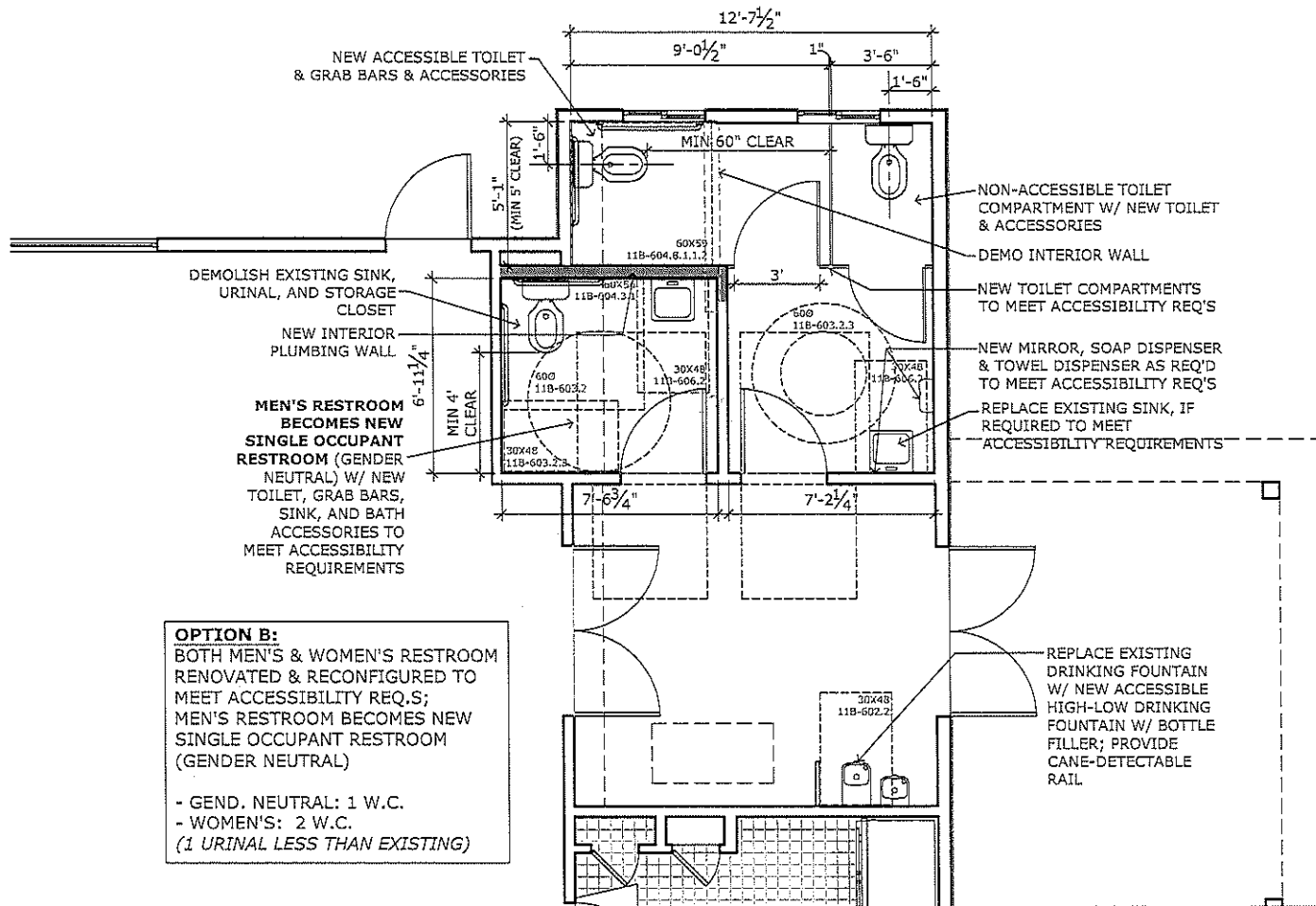
**1 PARTIAL PROPOSED FLOOR PLAN AT RENOVATED RESTROOMS OPTION A.1**

Scale: 1/4" = 1'-0"

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

PROJECT: RESTROOM RENOVATION TAY VALLEY COMMUNITY CENTER 203 HARRIS AVE. 03041 APRIL 2020-2023  
 JOB NO. 22-29 SCALE DATE 9/7/23 SHEET TITLE: RESTROOM RENOVATION SCHEMATIC DESIGN ACCESSIBILITY UPGRADES  
 OWNER: Tantalus Community Services District 305 Bill Lane Fall Valley, CA 94941 (925) 781-0303




**A1.2**



**OPTION B:**  
 BOTH MEN'S & WOMEN'S RESTROOM  
 RENOVATED & RECONFIGURED TO  
 MEET ACCESSIBILITY REQ.S;  
 MEN'S RESTROOM BECOMES NEW  
 SINGLE OCCUPANT RESTROOM  
 (GENDER NEUTRAL)

- GEND. NEUTRAL: 1 W.C.  
 - WOMEN'S: 2 W.C.  
 (1 URINAL LESS 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"

**OPTION B**

**1 GENDER NEUTRAL RESTROOM AND 1 WOMEN'S RESTROOM W/ 2 TOILET COMPARTMENTS**

PROJECT: RESTROOM RENOVATION  
 TARA VALLEY COMMUNITY CENTER  
 2011 WOODLAND AVENUE, SUITE 100  
 SAN JOSE, CA 95131  
 APN # 200-200-22

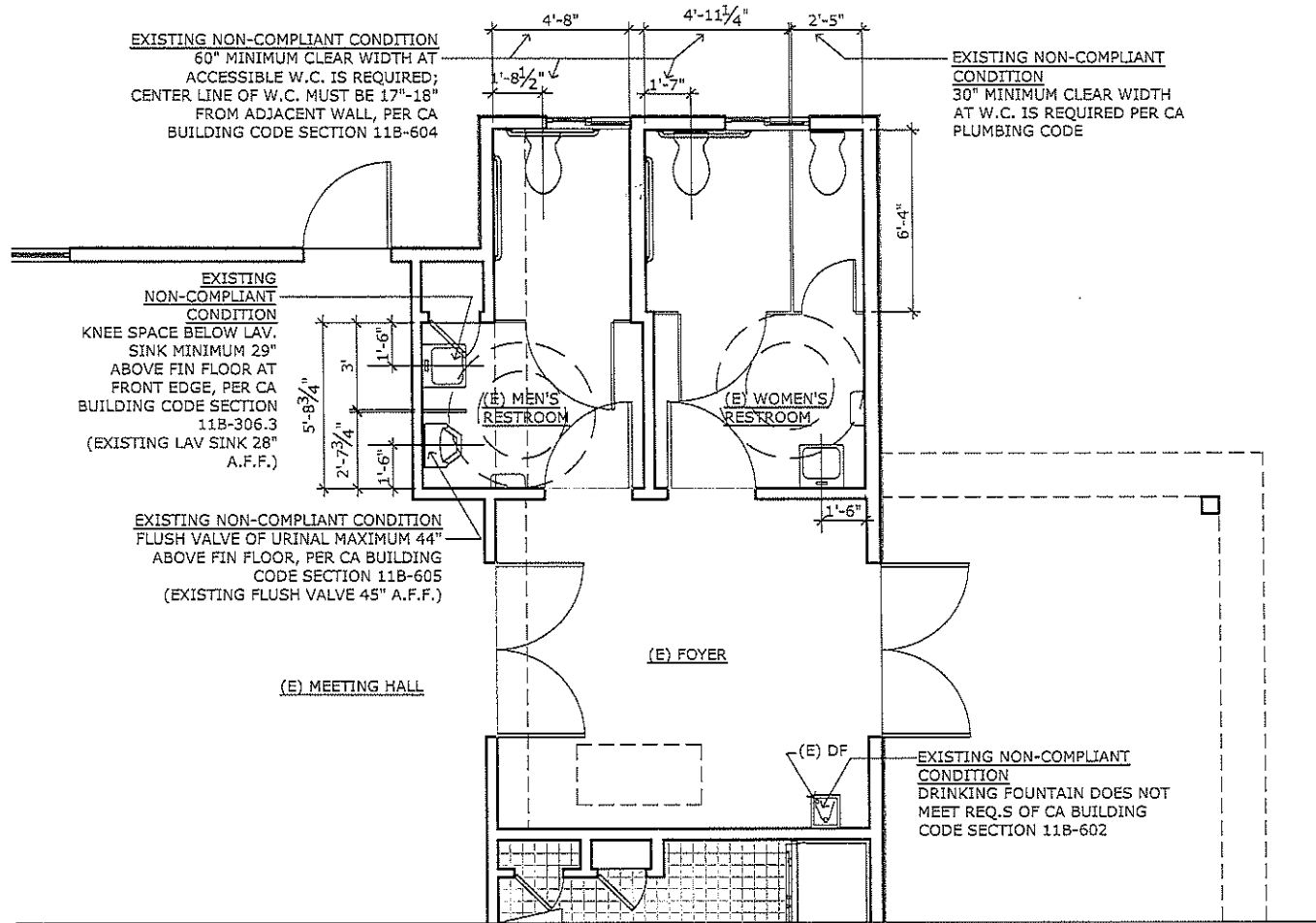
OWNER: Tanabe's Community Services District  
 2011 WOODLAND AVENUE, SUITE 100  
 SAN JOSE, CA 95131

ARCHITECT: JACOBS+MAYNARD ARCHITECTS  
 1100 AVENUE OF THE CLOUDS, SUITE 200  
 SAN JOSE, CA 95128  
 (415) 281-9000

SHEET TITLE: RESTROOM RENOVATION SCHEMATIC DESIGN  
 ACCESSIBILITY UPGRADES

SHEET NO. 22-29  
 DATE: 9/7/23

**A1.3**



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





## TAMALPAIS COMMUNITY SERVICES DISTRICT

Staff Report  
September 13, 2023

**TO: BOARD OF DIRECTORS**

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

**SUBJECT: AUTHORIZE GENERAL MANAGER TO PURCHASE AND INSTALL TWO ELECTRIC VEHICLE DUAL PORT CHARGERS AT A NOT-TO-EXCEED COST OF \$55,000: ONE IN THE CORPORATION YARD AND ONE IN THE COMMUNITY CENTER PARKING LOT.**

---

### **RECOMMENDATION**

Authorize the General Manager to purchase and install two (2) electric vehicle (EV) chargers on TCSD property at a not-to-exceed cost of \$55,000.

### **BACKGROUND**

The current California Air Resources Board (CARB) Clean regulations take effect January 1, 2024. The regulations state that fleets with more than ten (10) vehicles with a gross vehicle weight rating greater than 8,500 pounds must ensure, beginning January 1, 2024, that 50 percent of their annual vehicle purchases per calendar year are zero-emissions, and beginning January 1, 2027, that 100 percent of vehicle purchases are zero-emissions.

State and local governments may alternatively choose to permanently use the ZEV (Zero Emissions Vehicle) Milestones Option. This option provides the flexibility of phasing-in ZEVs between 2025 and 2042 based on suitability of different vehicles in their fleets. The Milestones Option requires retiring vehicles with engines 18 years or older.

TCSD has more than ten vehicles with a gross vehicle weight rating greater than 8,500 pounds and is therefore not considered a small fleet and must comply with the CARB regulations.

While TCSD has not made an official decision of which CARB regulation compliance option to select, the inevitability of purchasing electric fleet vehicles has arrived. With a couple of current fleet vehicles far beyond their intended use cycle and in need of replacement, it is an appropriate time to consider purchasing electric vehicles.

### **DISCUSSION**

Before considering purchasing electric vehicles, the first step is to ensure the proper infrastructure is in place to charge the vehicles. As a member of MCE, TCSD qualifies for rebates and technical assistance to support the installation of EV chargers. MCE offers the following:

- Initial consultation

- Site visit
- EV charging planning report
- Implementation support
- Rebate assistance

MCE connected staff with a qualified vendor, Energy Conservation Options (ECO), who provided a feasibility analysis, site assessment and electrical load study to determine if EV chargers could be supported at TCSO facilities. The assessment stated the current electrical infrastructure is sufficient to support a Level 2 dual port charger on the garage in the corporation yard (corp yard) and a Level 2 dual port charger in the Community Center parking lot, drawing power from the Community Center building.

MCE also provides one-time rebates to members participating in the EV Program. Eligibility is based on the EV chargers meeting one of the following:

- Workplace that will offer EV charging to employees and/or fleet
- Commuter parking lot, such as park & ride or ferry terminal
- Multifamily property of 4+ units

TCSO is eligible for the rebate due to the proposed installation of an EV charger attached to the garage in the corp yard that will charge fleet vehicles. Employees will also have an opportunity to charge their personal vehicle when the charger is available. The EV charger at the Community Center will likewise be available for use by staff, when available, as well as use by the public.

As a deep green MCE member, TCSO qualifies for \$3,500 per charger port, totaling \$14,000 (four total ports based on two Level 2 EV chargers). In addition, the Transportation Authority of Marin (TAM) offers a rebate of up to \$3,000 per Level 2 charger. The qualifying criteria of TAM is similar to MCE in that the EV charger must be for employee-only or publicly accessible use. TCSO potentially qualifies for up to \$6,000 from TAM based on installing two Level 2 chargers.

#### Installation and Electrician Quotes

Staff received quotes from two qualified electricians certified in Electric Vehicle Supply Equipment (EVSE) to install a pedestal EV charger at the Community Center and a wall-mounted EV charger at the garage/corp yard. Attached to this staff report are site maps indicating the installation of each charger. Attachment #3 shows the Community Center EV charger installation in the parking lot. Since the charger will be drawing power from the community center, trenching is required from the front of the building to the parking lot, as is a concrete pad to install the pedestal unit.

In addition, public EV chargers require ADA-accessibility. Therefore, as indicated on the site map, the parking spaces directly in front of the side entrance will require re-striping to accommodate access to the charger from the ADA parking space. The parking space will remain

ADA-accessible first and foremost, meaning that a non-electric vehicle can park in the space with the appropriate ADA license plate and/or placard. An important note is that only vehicles with the appropriate ADA license plate and/or placard can park in the ADA space, whether utilizing the charger or not.

The non-ADA accessible parking spot dedicated to the EV charger can be temporarily used by non-electric vehicles during a TCSD special event or whatever else type of parking demand deemed appropriate by the District.

The installation at the garage/corp yard is more straightforward. As attachment #4 displays, the wall-mounted unit installation is located at the southwest corner of the garage. The selection to install in this location is due to the current wiring infrastructure in place from a previous electric vehicle charging station to support a TCSD fleet vehicle.

Both electricians included the quotes the cost to purchase the preferred charger of the ChargePoint CT4000 series. The summary sheet of the ChargePoint CT 4000 series is attached to this staff report (Attachment #5).

All four quotes are attached (Attachments 1 & 2) to this staff report. Below is the breakdown of the proposal at each installation location:

	Community Center	Garage/Corp Yard	Total
ECO	\$30,579.80	\$15,868.95	<b>\$46,448.75</b>
COIL Inc	\$39,109.00	\$16,529.00	<b>\$55,638.00</b>

Rates to Charge

Public EV chargers typically cost users based on an hourly rate. The rates vary greatly depending upon the owner of the chargers. If the Board approves the EV charger for the Community Center, staff will research the hourly rates of chargers in the immediate area and determine an appropriate average hourly rate. For the charger in the corp yard, staff recommends allowing employees to utilize the charger free of cost as an incentive to drive electric vehicles.

Options

The recommendation from staff is the purchase and installation of two EV chargers. However, the Board has the option of approving only the purchase and installation of one EV charger for the corp yard/garage to support the TCSD fleet and employee vehicles. The not-to-exceed cost of this option is \$16,529 with a potential rebate of \$10,000, resulting in a net expense of \$6,529.

Next Steps

If the Board authorizes the spending authority tonight, staff will work with both electricians to refine their proposals. Staff will subsequently select an electrician and enter into a professional services agreement to perform the purchase and installation work. Estimated installation and



completion of the project is approximately 8 – 10 weeks after the agreement is signed and the EV chargers are ordered.

**FISCAL IMPACT**

The quotes to purchase and install the two EV chargers are \$46,448.75 and \$55,638.00, respectively. Staff is requesting spending authority at a not-to-exceed amount of \$55,000. Staff is still working with each electrician to refine their quotes to determine which is better suited for the work. Furthermore, staff is also trying to determine discrepancies in similar items proposed from both electricians (e.g., the same EV charger models and the cost to install the pedestal at the Community Center).

Although the spending authority request is \$55,000, TCSD will potentially receive up to \$20,000 in rebates, resulting in a net cost of upwards \$35,000. Final determination from MCE and TAM on the rebate amounts is forthcoming.

**ATTACHMENTS**

1. Quotes from ECO to purchase and install two EV chargers
  - a. Community Center
  - b. Garage/Corp Yard
2. Quotes from Coil Inc to purchase and install two EV chargers
  - a. Community Center
  - b. Garage/Corp Yard
3. Site Map of Installation of EV Charger at Community Center
4. Site Map of Installation of EV Charger at Corp Yard/Garage
5. Summary Sheet of ChargePoint CT4000 Level 2 Charging Stations



ESTIMATE #	DATE	EXPIRES
381	06/07/2023	07/06/2023

Title: Tamalpais Community Center MCE

**CUSTOMER**

Tamalpais Community Services District  
 Alan Shear  
 305 Bell Lane  
 Mill Valley, CA 94941

**SERVICE ADDRESS**

203 Marin Avenue  
 Mill Valley, CA 94941

<b>Labor- Estimated</b>	<b>Total</b>
Electrician Wiremen	
Extend Power Beyond 60 ft.	
Cement Mason	
Laborer	
Provide manual labor needed to dig trench manually and or via auger, trench not to exceed 20" in depth.	
Striping	
EV Charger Design	
EV Charger Line Design	

**Subtotal: \$14,476.38**

<b>Materials- Estimated</b>	<b>Total</b>
CT4021 w accessories	\$8,376.82
Level 2 Dual Port Charging Station	
(2) Charging Ports	
Concrete Pad	\$520.00
100 A Breaker	\$124.80
New Sub Panel - 100 amp	\$195.00



<b>Materials- Estimated</b>	<b>Total</b>
Conduit & Hardware	\$2,077.20
conductors & ground wire	\$1,729.00
Safety Bollard 42"	\$312.00
42" Uline Safety Bollard	
Safety Bollard Concrete Installation Kit	\$57.20
Safety Bollard Concrete Installation Kit (4 Anchors/Kit)	

**Subtotal: \$13,392.02**

<b>Permit- Estimated</b>	<b>Total</b>
AHJ Permit	\$1,484.12
Local Authority w/jurisdiction Permit application packet and Acceptance Test.	

**Subtotal: \$1,484.12**

Subtotal	\$29,352.52
Tax; Mill Valley (8.25%)	\$1,227.28
<b>Total</b>	<b>\$30,579.80</b>



## TERMS & CONDITIONS

Please review the following terms and estimate due-date prior to work beginning.

### Inclusions

- All work is budgeted to be performed between the hours of 630a-3:30p; work hours outside of this timeframe will require a change order.
- Mechanical Units will be installed in the most practical location (access to power, water, airflow, and serviceability)
- All standard parts, tasks, materials, and labor as budgeted in the estimate are based on standard pricing and standard installation practices. Any requests for changes to budgeted standards will require a change order.
- Electrical upgrades (panels, subpanels, receptacles, wiring and devices) will be completed according to National Electrical Code (NEC) and Authority having jurisdiction (AHJ). Any conditions found to be out of compliance with NEC or AHJ standards and fit within the normal course of the electrical upgrade, will be completed within budget. However, such conditions that are outside of the standard or are gross infractions of the code(s) may require a change order or re-evaluation of the feasibility of the planned upgrade.
- All work/tasks requiring permits, per the NEC or AHJ, will be obtained as required. Any special permits may require a change order to cover the cost of the permits, design and or administrative requirements.
  - Portable restroom and handwashing facilities will be provided for the duration of the substantial work effort. The facility will be required to be placed in proximity to the customer property, or on the perimeter of the property. This facility will be COVID 19 compliant.
- All Set up services as outlined in the estimate. Any additional maintenance services for configuration, troubleshooting or repair-following the initial set up will require a new service order.
- Standard exclusions listed below apply to this quotation.

### Exclusions:

- Does not include repair of plaster wall(s), patching of areas not already included in scope or full wall painting. Such needs will require a change order.
- Does not include repair new in wall wiring pulls or removal of in wall stapled electrical wire. Additional outlets may be requested but are not included, unless planned for new mechanicals or electrification device installation.
- All existing electrical wiring, conduit, panel components and amperage must be in optimal condition; any repairs will require a change order or new agreement.
- Does not include mold, mildew, or lead mitigation services.
- Does not include structural repair or replacement other than specifically scoped demo, build-out and finish work.
- Follow up site services associated with annual monitoring and station protection provided



by the manufacturer; such service calls will request a separate service request, unless outlined in the schedule of value.

- Maintenance services for configuration, troubleshooting or repair - following initial set up will require a separate order.
- In the event circuit capacity available at job walk is no longer available at the time of installation and or signing of the agreement a change order will be required to install the required electrical design, circuit capacity and any permit requirements.
- This quote does not include solar module, inverters, or battery storage system design, permitting or installation. This will be covered under a separate scope/budget.
- Other exclusions may apply upon discovery of unknown conditions.

### **Payment Terms**

A. Payment Schedule: For this project we require progress payments as follows:

- 1) An initial deposit of 10% of the overall cost up to a total of \$1,000.00 of the project is due upon acceptance of the estimate.
- 2) A progress payment of 50% of the total project cost is due on the day the installation of the equipment is completed.
- 3) A final progress payment is due after approval and acceptance of permit by AHJ. (authority having jurisdiction)

### **Cancellation/ No Show Policy**

A. Cancellation or no show policy for installations: any ECO client who: a) cancels a scheduled installation with less than 48 hours notice or b) fails to provide essential property access to perform will be assessed a cancellation fee equal to 10% of the total project fee.

B. Cancellation or no show policy for inspections: any ECO client who: a) cancels a scheduled inspection with less than 24 hours notice or b) fails to provide essential property access to perform a scheduled installation will be assessed a fee equal to \$100, plus the standard inspection fee for the clients jurisdiction (necessary to reschedule and conduct a final inspection on ECO upgrade work).

### **Warranty**

Workmanship warranty

A. ECO provides a comprehensive, 1- Year warranty on workmanship, effective from the date of installation.

B. Branded hardware warranty

ECO honors the full terms of manufacturer warranty on any branded hardware used for its electrical upgrade work.

**LIMITATION OF LIABILITY Any liability for consequential and incidental damages is expressly disclaimed; this includes the periodic failure of light bulbs, LEDs, electronic components/boards and drivers. The liability of ECO, in all events, is limited to and shall not exceed the published**



manufacturer's suggested list product price.

**PROMPT DISPOSITION** ECO will make a good faith effort for prompt replacement or other repair with respect to any product which proves to be defective within the warranty period. To obtain warranty consideration, contact ECO to set up a verification appointment. All warranty returns must be in accordance with the following procedures: 1.Contact ECO at:

2021 Brush St. Oakland, CA 94612 (510) 647-8450

2. Provide a description of the problem

3. Be prepared to discuss any changes to your operation

4. Set up verification appointment

**APPROVAL**

This Estimate has been accepted on \_\_\_\_\_ by \_\_\_\_\_

Signature: \_\_\_\_\_



ESTIMATE #	DATE	EXPIRES
379	06/05/2023	07/04/2023

Title: Tam Corp yard

**CUSTOMER**

Tamalpais Community Services District  
 Alan Shear  
 305 Bell Lane  
 Mill Valley, CA 94941

**SERVICE ADDRESS**

305 Bell Lane  
 Mill Valley, CA 94941

<b>Labor- Estimated</b>	<b>Total</b>
Electrician Wiremen	
Extend Power Beyond 60 ft.	
EV Charger Design	
EV Charger Line Design	
Construction documents/ Permit Package For City	
<b>Subtotal: \$4,243.20</b>	

<b>Materials- Estimated</b>	<b>Total</b>
CT4023 Wall Mount Charging Station	\$8,376.82
Level 2 Dual Port Charging Station	
(2) Charging Ports	
40 AMP 2-pole Breaker	\$13.53
Accepts #8-#6 AWG Cu or #8-#4 AWG Al Wire	
2-20 Amp Single-Pole Ctl Tandem Circuit Breaker	\$40.31
2-20 Amp Single-Pole Ctl Tandem Circuit Breaker is a tandem breaker that is used to control two circuits that each have a maximum amperage of 20 amps. This breaker is designed for use in a panel that uses single-pole breakers.	



<b>Materials- Estimated</b>	<b>Total</b>
<p>Pricing includes the cost to purchase and install (1) unit of material under normal conditions and does not include additional accessories or misc. material needed to complete installation. User should refer to project's contract documents, drawings, and/or specifications to select material and application method acceptable to the project design team.</p> <p>Pricing is suggested cost based on brands/models similar to Square D #QOT2020CP.</p>	
conductors & ground wire	\$520.00
Conduit & Hardware	\$303.80

**Subtotal: \$9,254.46**

<b>Permit- Estimated</b>	<b>Total</b>
AHJ Permit	\$1,607.80
Local Authority w/Jurisdiction Permit application packet and Acceptance Test.	

**Subtotal: \$1,607.80**

Subtotal	\$15,105.46
Tax: Mill Valley (8.25%)	\$763.49
<b>Total</b>	<b>\$15,868.95</b>





## TERMS & CONDITIONS

Please review the following terms and estimate due-date prior to work beginning.

### Inclusions

- All work is budgeted to be performed between the hours of 630a-3:30p; work hours outside of this timeframe will require a change order.
- Mechanical Units will be installed in the most practical location (access to power, water, airflow, and serviceability)
- All standard parts, tasks, materials, and labor as budgeted in the estimate are based on standard pricing and standard installation practices. Any requests for changes to budgeted standards will require a change order.
- Electrical upgrades (panels, subpanels, receptacles, wiring and devices) will be completed according to National Electrical Code (NEC) and Authority having jurisdiction (AHJ). Any conditions found to be out of compliance with NEC or AHJ standards and fit within the normal course of the electrical upgrade, will be completed within budget. However, such conditions that are outside of the standard or are gross infractions of the code(s) may require a change order or re-evaluation of the feasibility of the planned upgrade.
- All work/tasks requiring permits, per the NEC or AHJ, will be obtained as required. Any special permits may require a change order to cover the cost of the permits, design and or administrative requirements.
  - Portable restroom and handwashing facilities will be provided for the duration of the substantial work effort. The facility will be required to be placed in proximity to the customer property, or on the perimeter of the property. This facility will be COVID 19 compliant.
- All Set up services as outlined in the estimate. Any additional maintenance services for configuration, troubleshooting or repair-following the initial set up will require a new service order.
- Standard exclusions listed below apply to this quotation.

### Exclusions:

- Does not include repair of plaster wall(s), patching of areas not already included in scope or full wall painting. Such needs will require a change order.
- Does not include repair new in wall wiring pulls or removal of in wall stapled electrical wire. Additional outlets may be requested but are not included, unless planned for new mechanicals or electrification device installation.
- All existing electrical wiring, conduit, panel components and amperage must be in optimal condition; any repairs will require a change order or new agreement.
- Does not include mold, mildew, or lead mitigation services.
- Does not include structural repair or replacement other than specifically scoped demo, build-out and finish work.
- Follow up site services associated with annual monitoring and station protection provided



by the manufacturer; such service calls will request a separate service request, unless outlined in the schedule of value.

- Maintenance services for configuration, troubleshooting or repair - following initial set up will require a separate order.
- In the event circuit capacity available at job walk is no longer available at the time of installation and or signing of the agreement a change order will be required to install the required electrical design, circuit capacity and any permit requirements.
- This quote does not include solar module, inverters, or battery storage system design, permitting or installation. This will be covered under a separate scope/budget.
- Other exclusions may apply upon discovery of unknown conditions.

### **Payment Terms**

A. Payment Schedule: For this project we require progress payments as follows:

- 1) An initial deposit of 10% of the overall cost up to a total of \$1,000.00 of the project is due upon acceptance of the estimate.
- 2) A progress payment of 50% of the total project cost is due on the day the installation of the equipment is completed.
- 3) A final progress payment is due after approval and acceptance of permit by AHJ. (authority having jurisdiction)

### **Cancellation/ No Show Policy**

A. Cancellation or no show policy for installations: any ECO client who: a) cancels a scheduled installation with less than 48 hours notice or b) fails to provide essential property access to perform will be assessed a cancellation fee equal to 10% of the total project fee.

B. Cancellation or no show policy for inspections: any ECO client who: a) cancels a scheduled inspection with less than 24 hours notice or b) fails to provide essential property access to perform a scheduled installation will be assessed a fee equal to \$100, plus the standard inspection fee for the clients jurisdiction (necessary to reschedule and conduct a final inspection on ECO upgrade work).

### **Warranty**

Workmanship warranty

A. ECO provides a comprehensive, 1- Year warranty on workmanship, effective from the date of installation.

B. Branded hardware warranty

ECO honors the full terms of manufacturer warranty on any branded hardware used for its electrical upgrade work.

**LIMITATION OF LIABILITY Any liability for consequential and incidental damages is expressly disclaimed; this includes the periodic failure of light bulbs, LEDs, electronic components/boards and drivers. The liability of ECO, in all events, is limited to and shall not exceed the published**



manufacturer's suggested list product price.

**PROMPT DISPOSITION** ECO will make a good faith effort for prompt replacement or other repair with respect to any product which proves to be defective within the warranty period. To obtain warranty consideration, contact ECO to set up a verification appointment. All warranty returns must be in accordance with the following procedures: 1.Contact ECO at:

2021 Brush St. Oakland, CA 94612 (510) 647-8450

2.Provide a description of the problem

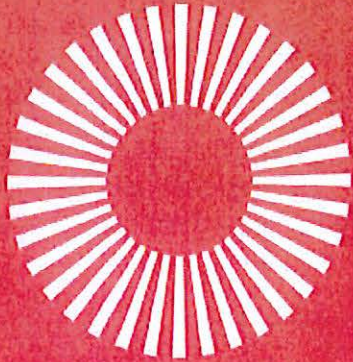
3.Be prepared to discuss any changes to your operation

4.Set up verification appointment

**APPROVAL**

This Estimate has been accepted on \_\_\_\_\_ by \_\_\_\_\_

Signature: \_\_\_\_\_



COIL

Tam Valley Community Center

203 Marin Ave

Mill Valley, CA 94941

**Issued**  
August 3, 2023

**Expires**  
November 1, 2023

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**COIL Inc.**  
1307 Hayes Street, Suite 5  
San Francisco, CA 94117

Kassidy Sablatura  
kassidy.sablatura@coilinc.com

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Prepared for

COIL is the nationwide leader in turnkey EV charging solutions, providing the highest quality end-to-end services from product selection to installation and support. We believe that EV charging installations should be a simple, efficient and seamless customer experience.

## PRODUCTS & SERVICES

Products & Services	Quantity	Unit Cost	Price
Procure and Install 100 Amp Breaker Install 100A breaker (moulded) from main panel to feed EV sub-panel	1	\$1,800.00	\$1,800.00
Procure and Install 100 Amp 3 Phase 208Y/120 Commercial Panel Install a commercial grade 3 phase 100 amp 208Y/120 panel Panel to have a dedicated 100 amp main disconnect for over current protection Dedicated panel for EV chargers Panel to be fed with 208Y/120 power #3 AWG Copper THHN feeding panel	1	\$5,000.00	\$5,000.00
Procure and Install Conduit with Wire for 100A Panel Run #3 wire from main panel to 100A distribution panel Will be housed in 1" EMT conduit (surface mounted)	10	\$32.00	\$320.00
Procure and Install Additional Conduit with Wire - Surface Mount Installation of each additional linear foot of conduit and wire per circuit Garage height up to 12' 1" EMT Conduit to be surface mounted #4 THHN wire to feed charger	100	\$25.00	\$2,250.00 after 10% discount
Install EV Charging Station - Pedestal Mounted - Two Charging Stations To be installed in adjacent parking stalls Mount and level pedestal; anchor into concrete floor Install up to 50' from panel Install EV charger dedicated 2-pole breaker to panel Connect EV charger to internet Configure power sharing network (if necessary) Garage height up to 12' (if necessary; higher than 12' requires scissor lift)	1	\$4,500.00	\$4,500.00
Concrete Pedestal Pouring with Conduit Stub Up Concrete pedestal to mount EV Charger; gives access for	2	\$1,000.00	\$2,000.00

Products & Services	Quantity	Unit Cost	Price
<hr/>			
conduit to be stubbed up			
<hr/>			
Trenching Linear Foot (hardscape asphalt) Trenching and repair of asphalt	12	\$350.00	\$4,200.00
<hr/>			
Trenching Linear Foot (softscape) Trenching and repair of softscape	35	\$80.00	\$2,800.00
<hr/>			
Procure and Install Bollard -Per bollard, concrete floor mount, includes bollard -When required	4	\$650.00	\$2,600.00
<hr/>			
Parking stall striping/ADA striping per parking space -Re-stripe for ADA compliance -Per Parking Spot\$1,000 per parking stall	2	\$1,000.00	\$2,000.00
<hr/>			
All Exclusions Excludes EV Charger and Pedestal: EV Charger and Pedestal is excluded and to be provided by client.  Excludes IT / Wireless Connectivity: EV Chargers may require Wi-Fi connectivity; Wi-Fi to be provided by building / facility or operator; Does not include cellular gear or monthly wireless fees.  Excludes State Tax: State Tax to be itemized and provided upon invoicing.  Excludes Union Labor: This proposal is based on non union labor and requirements.	1	\$0.00	\$0.00
<hr/>			
One-time subtotal			\$27,470.00
			after \$250.00 discount
<b>Total</b>			<b>\$27,470.00</b>

## Comments

COIL may notify customer in writing prior to, at commencement or during of Contract of any cost increases for materials (copper wire, electrical panels, conduit, etc.), components (breakers, EVSE, etc.) and labor / operations (employment costs increase, insurance, fuel, etc) for All Products and services to the extent such increases, individually or in the aggregate, would cause total finished cost of goods of such Product to increase by more than 2%.

Upon customer's request, COIL will furnish reasonable supporting documentation including commodity pricing, supplier pricing changes, increase in service fee, consumer price index and other published data sources. Upon such notification, the parties shall negotiate in good faith to adjust the applicable Purchase Prices to account for such increases. In the event that Purchase Price changes are not agreed upon as a result of such good faith negotiations, then the contract is subject to cancellation with no conditions attached or penalties.

#### **1. ACCEPTANCE OF ESTIMATE:**

- a. Acceptance of the Estimate through online, email or verbally binds the customer to the following Terms and Conditions
- b. All work contracted with COIL Inc. will have the following terms and conditions apply.

#### **2. INSTALLATION WORK:**

- a. Where work is to extend or modify existing circuits, costs quoted assume that the existing installation is in adequate condition and complies with minimum current regulations and codes. Any work found required to bring the necessary parts of the existing installation up to standard will be at an additional cost. COIL Inc. is not responsible for any additional professional trade skills needed to complete electrical installation.
- b. Any code compliance identified by the Electrical Inspector will be an additional cost if not in scope of the initial installation.
- c. If installations require in-wall wiring, all patching, repair and painting will be the responsibility of the customer.
- d. Where carpet or flooring coverings may require lifting to allow concealed installation work, no charge is made for this service, with best efforts being made to avoid damaging them and to refit them to an acceptable standard. However, consideration of employing a specialist fitter may be prudent, at your cost to effect a fully satisfactory reinstatement.
- e. All reasonable efforts will be made to undertake installation work to a clean standard. However, dust is inevitable and it will be the customers responsibility for final cleaning.
- f. While undertaking the installation work at the property, the client is required to provide power free of charge and use of garbage disposal.
- g. For property rewires, the property must not be inhabited without prior agreement.

#### **3. EXCLUSIONS:**

- a. Clearing and / or moving of furniture and other items blocking access to work areas are not included.
- b. Unless indicated, disposal of old or replaced equipment is not included.
- c. Removal from site and disposal of rubble, fittings, wiring, materials, general waste and packaging is not included. However, this can be provided at extra cost.

#### **4. ADDITIONAL SCOPE AND CHANGE ORDERS:**

- a. All extras, additional work, administrative and variations must be agreed in writing prior to commencement.
- b. Any post installation changes to the originally approved installation shall be considered an additional scope and subject to a change order.

#### **5. PRICING:**

- a. The costs quoted assume continuous and unhindered access to the site by prior arrangement with you.
- b. The customer continues to grant and facilitate the agreed and necessary access to the premises being worked on if the originally stipulated duration of the contracted works is to remain valid. Unless stated otherwise, the standard working hours between the hours of 8:00am and 5pm Monday through Friday inclusive. Access may be required outside these hours to complete work.
- c. Any additional work not covered in the estimate will be quoted as a change order
- d. All figures quoted for materials are subject to taxation unless otherwise noted at the prevailing rate. e. All figures quoted are valid for a date of 30 days from the date of the estimate or quotation.
- e. You have a cooling off period of 7 days from accepting a quote from us or the length of time to the commencement of works if less than 7 days. Greater than 7 days could lead to a cancellation fee.
- f. Full payment is immediately due on completion or within the agreed upon net payment terms.

## **TITLE OF GOODS AND PROPERTY:**

### **6. RISK**

- a. The risk in all appliances including EV chargers supplied shall pass to the Client upon delivery.
- b. All goods supplied shall remain the property of COIL, Inc. until all sums due have been paid in full.
- c. The client is responsible for ensuring that the property is insured for the duration of the installation work.

### **7. WARRANTIES AND LIMITATIONS ON WARRANTIES**

- a. Standard warranty is 1 year on labor and parts supplied by COIL Inc.
- b. COIL Inc. warrants that all work performed and parts and equipment which were installed in the servicing of the electrical unit(s) were completed in a workmanlike manner and that said work shall be free from defects in materials and workmanship for a period 365 days from date said work was performed or manufacturer's warranties (except for the exclusions listed below).
- c. COIL Inc.'s obligation for defective products and/or workmanship or any damage caused thereby, and Customer's exclusive remedy, shall be limited, at COIL Inc.'s option, to the replacement of any defective parts or workmanship or the refund of amounts paid by Customer for said service and shall be conditions upon COIL Inc. receiving actual written notice of said defect within the 365 day period noted herein.
- d. Customer supplied equipment is excluded. These exclusions may have limited or no warranty if parts have been replaced by COIL Inc. and not worked on by anyone else during warranty period or use of items that damage electrical parts supplied by us.
- e. Warranty period may be different if noted herein. (Warranty excludes stop-pages and customer supplied items). All warranty issues must be allowed to be inspected and approved by COIL Inc. before any repair is made or warranty is voided.
- f. Warranty is not transferable. Not liable for damage caused by weather, normal maintenance items not reviewed by whomever, or manufacturer defects.

### **8. EXCLUSIONS**

- a. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESSED OR IMPLIED WARRANTIES (EXCEPT OF TITLE) FROM COIL INC. INCLUDING , BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COIL INC. SHALL NOT BE SUBJECT TO AND DISCLAIMS  
  
I. ANY OTHER OBLIGATION OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY;  
II. ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS INCLUDING NEGLIGENCE AND STRICT LIABILITY OR ARISING UNDER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY COIL INC. OR ANY UNDERTAKING, ACTS OR OMISSIONS RELATED THERETO; AND  
III. ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

### **9. RESTRICTION OF THE PERIOD LIMITATION OF ACTION**

- a. Any legal action relating to this Agreement or breach thereof shall be commenced within one (1) year from the date of the work. Consumer shall be deemed to have accepted all delivered goods which he has not rejected within three (3) years of receipt.

### **10. ALTERATIONS**

- a. Any alterations, additions, adjustments or repairs made by others, unless authorized or agreed upon by COIL Inc., will be cause to terminate COIL Inc.'s obligation under the contract.

### **11. EXCLUSION OF COURSE OF DEALING**

- a. It is agreed that no prior course of dealing or usage of trade not expressly set forth in this contract shall be admissible to explain, modify, or contradict this contract in any way.
- b. All warranty work will be performed during normal business hours. Any Customer requiring warranty work not performed during regular business hours will be charged a service charge.

### **12. PAYMENT:**

- a. The entire invoice is due upon completion of described work or within the agreed upon net payment terms, regardless of final inspection completion. If payment is not received within 30 days after completion of installation, a late fee (3% of the total due amount) will be added to your bill.
- b. If the invoice is due upon completion of described work, any payment not received within 10 days from completion of work is subject to interest at the highest amount lawfully allowed by contract in the state in which the work was performed until paid.



- c. If applicable, sales tax is included in the price.
- d. If COIL Inc. commences litigation or employs attorneys to collect payment for any amount due it from Customer, Customer agrees to pay reasonable costs and attorney's fees which may be due.
- e. If Customer's check does not clear, Customer could be liable for more than the check amount plus the face value of the check, all banking fees and a \$250 administration fee.
- f. All parts will be removed from the Customer's premises and discarded unless specified herein at no value or rebate to customer.

**13. DISPUTE RESOLUTION:**

- a. In the event of a dispute, mediation is to be the preferred method of resolution.
- b. Where we use sub-contractors to complete tasks out of our description, we do so in good faith. However, any problems that require a resolution will need to be done so with them directly. We do not guarantee the work of others.
- c. In the unlikely event of a complaint, any remedial works will be undertaken by COIL Inc. or selected sub contractors. We do not pay for others to complete such tasks.

**14. PRICE ESCALATION CLAUSE**

- a. Should there be a rise in the cost of any specified building material or materials, exclusive of any other price changes, that would cause the total contract price to increase by more than 10%, the Builder shall, before making any additional purchases of specified material or materials, provide to the Owner a written statement expressing the percentage increase of the contract price, the building material or materials in question, and the dollar amount of the price increase to be incurred.
- b. The Owner may then, at his option, terminate the contract by providing within 5 business days both written notice of termination to the Builder, and payment to the Builder for all costs expended in performance of the contract to the date of termination, plus payment of a prorated percentage of the Builder's profits based on the percent of completion.
- c. Should both notice of termination and full payment not be forthcoming within 30 business days, as provided herein, the Builder shall have the option to terminate the contract, or to proceed with the contract and purchase the specified building materials at the increased price.
- d. If termination is elected, the Builder shall provide to the Owner a written notice of termination, and the Owner shall be required to pay the Builder for all his costs expended in performance of the contract to the date of termination, plus payment of a prorated percentage of the Builder's profits based on the percent of completion. If the Builder elects to proceed on the contract, he may then purchase the specified material or materials at the increased price, and the Owner shall be required to pay the increased cost incurred.

**15. PHOTOGRAPHS:**

- a. We reserve the right to take photographs and videos of completed works for our records and for use in our portfolio and social media unless requested in writing prior to commencement not to.

**16. PERMIT LIABILITY WAIVER**

By waiving the option for a permit by intention or by accepting an estimate without a permit listed or as an exclusion, the owner fully agrees to bear the responsibility of applying, pulling, and paying for any permits, inspections or approvals from the "Authority Having Jurisdiction" (AHJ) as defined as an organization, office, or individual responsible for enforcing the requirements of a code or standard, or for approving equipment, materials, an installation, or a procedure. If the owners obtain the permit they act as the contractor and are responsible for completing the work and to assure that it meets code requirements. Interaction then takes place between AHJ inspectors and the owner. If the owner has hired a contractor or other person to do some of the work and it is not done in accordance with the approved plans and/or code requirements of the AHJ, the inspector will ask the owner, not the contractor, to have the work redone. In other words, if the owner obtains the permit it is the owner's responsibility to make sure the work is being done in accordance with the approved plans, codes and AHJ specific requirements. Unless specified in the quote/estimate, work order or invoice, the scope of work may or may not fully comply with AHJ requirements and it is the responsibility of the owner to ensure compliance of such standards. Any additional work required to bring the existing or new installation up to AHJ requirements regardless of electrical, aesthetic, placement, painting, installation and other methods and means which were not included in the original scope of work will be considered a change order and billed as additional work.

**17. NO CONSEQUENTIAL DAMAGE CLAUSE**

Notwithstanding anything herein to the contrary, COIL shall have no liability whatsoever for consequential, indirect, delay, special, incidental or liquidated damages whether arising in contract, tort, indemnity, warranty, strict liability or otherwise.

**Acknowledgement of EVSE Installation Routing**

The installation of electric vehicle service equipment (EVSE), including charging stations and networking devices, requires the mounting of electrical conduit and other related equipment on exposed surfaces.

In addition to the safety, cost, and convenience of every building's EVSE solution design, COIL takes into consideration the aesthetic impact of our work on any property. We make every effort to minimize the routing of conduit and placement of equipment on finished surfaces that are visible to building occupants and visitors. However, the nature of delivering electricity to chargers from the power supply almost always results in the mounting of exposed equipment at some places along the route.

**By signing below, the Client accepts that aforementioned equipment will be mounted in unfinished areas of the builds located at the captioned address, including but not limited to parking lots, parking garages, maintenance areas, and exterior surfaces in outdoor areas.**

Additionally, the Client accepts that aforementioned equipment will be affixed to finished surfaces and/or in some areas that are visible to occupants or visitors, as described below:

- Interior common areas, e.g. hallways and courtyards
- Exterior walls / ceilings
- Other finished surfaces

## Project Acceptance

Download

**Alan Shear**

**From:** Cassidy Sablatura <kassidy.sablatura@coilinc.com>  
**Sent:** Wednesday, August 23, 2023 1:50 PM  
**To:** Alan Shear  
**Subject:** Re: Phone Call Follow Up  
**Attachments:** CT4000 DS US-EN (1).pdf

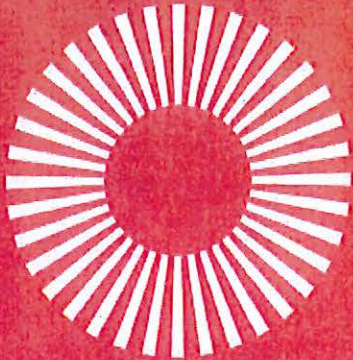
Okay, here's the MSRP pricing for the models. Since the quantity is pretty low, we probably can't negotiate much of a discount off MSRP. Maybe \$100-\$200 per charger. I'm also attaching the spec sheet for the CT4000 series (same spec sheet for CT4021 (bollard) and CT4023 (wall mount)).

QTY	Item #	Description	MSRP
1	CT4021-GWI	Dual Output, Gateway, Bollard Unit - 208/240V @30A with Cord Management	\$ 7,210
1	CT4001-CCM	Bollard Concrete Mounting Kit. Bolts: 5/8 - 11 x 9, F1554 Grade 55 hot-dipped galvanized threaded bolts - 3 ea. Nuts: 5/8 - Heavy Galvanized Hex Nuts (DH Ruled) - 12 ea. Washers: Galvanized Washers (ASTM F436) - 9 ea. Plastic Template - 1 ea	\$ 125
2	CPCLD-COMMERCIAL-5	5yr Prepaid Commercial Cloud Plan	\$ 1,555
1	CT4000-ASSURE5	5yr Prepaid Assure Plan - Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$ 2,400
1	CPSUPPORT-ACTIVE	Initial Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. One time initial service per station.	\$ 349

Community  
 Center  
 \$11,639

QTY	Item #	Description	MSRP
1	CT4023-GWI	Dual Output, Gateway, Wall Mount Unit - 208/240V @30A with Cord Management	\$ 7,210
2	CPCLD-COMMERCIAL-5	5yr Prepaid Commercial Cloud Plan	\$ 1,555
1	CT4000-ASSURE5	5yr Prepaid Assure Plan - Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$ 2,400
1	CPSUPPORT-ACTIVE	Initial Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. One time initial service per station.	\$ 349

Do you know what the installation timeline is for either or both properties we quoted?



COIL

305 Bell Ln

305 Bell Ln

Mill Valley, CA 94941

**Issued**

August 7, 2023

**Expires**

November 5, 2023

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**COIL Inc.**

1307 Hayes Street, Suite 5  
San Francisco, CA 94117

Kassidy Sablatura  
kassidy.sablatura@coilinc.com

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Prepared for

COIL is the nationwide leader in turnkey EV charging solutions, providing the highest quality end-to-end services from product selection to installation and support. We believe that EV charging installations should be a simple, efficient and seamless customer experience.

## PRODUCTS & SERVICES

Products & Services	Quantity	Unit Cost	Price
Permitting and Inspection -Electrical permit procurement (Plan Set excluded but can be added on, if needed by AHJ) -Over the counter permit process -Includes inspection coordination	1	\$1,200.00	\$1,200.00
Install EV Charging Station - Wall Mounted, Dual Port - One Dedicated Circuit Minimum 6 per location in adjacent parking stalls Install up to 50' from panel (surface mount - excludes trenching) Connect EV charger to internet Configure power sharing network (if necessary) Garage height up to 12'	1	\$2,750.00	\$2,750.00
Procure and Install Additional Conduit with Wire - Surface Mount Installation of each additional linear foot of conduit and wire per circuit Garage height up to 12' Conduit to be surface mounted	15	\$25.00	\$375.00
Procure and Install 20A Tandem Breaker - Install tandem breaker to make space for EV charger circuit	1	\$40.00	\$40.00
Procure and Install Wollard Install wall-mounted protection for (1) wall-mounted charger	1	\$650.00	\$650.00
All Exclusions Excludes EV Charger and Pedestal: EV Charger and Pedestal is excluded and to be provided by client.  Excludes IT / Wireless Connectivity: EV Chargers may require Wi-Fi connectivity; Wi-Fi to be provided by building / facility or operator; Does not include cellular gear or monthly wireless fees.  Excludes State Tax: State Tax to be itemized and provided upon invoicing.	1	\$0.00	\$0.00

Products & Services	Quantity	Unit Cost	Price
Excludes ADA / Access Infrastructure: Issues that must satisfy ADA requirements for accessible parking facilities include the number of parking spaces, location, dispersion and path(s) of access. Also excludes ADA special studies and/or any civil work required for ADA compliance.			
Excludes EV Painting, Striping and Signage			
Excludes Union Labor: This proposal is based on non union labor and requirements.			
One-time subtotal			\$5,015.00
<b>Total</b>			<b>\$5,015.00</b>

## Comments

COIL may notify customer in writing prior to, at commencement or during of Contract of any cost increases for materials (copper wire, electrical panels, conduit, etc.), components (breakers, EVSE, etc.) and labor / operations (employment costs increase, insurance, fuel, etc) for All Products and services to the extent such increases, individually or in the aggregate, would cause total finished cost of goods of such Product to increase by more than 2%.

Upon customer's request, COIL will furnish reasonable supporting documentation including commodity pricing, supplier pricing changes, increase in service fee, consumer price index and other published data sources. Upon such notification, the parties shall negotiate in good faith to adjust the applicable Purchase Prices to account for such increases. In the event that Purchase Price changes are not agreed upon as a result of such good faith negotiations, then the contract is subject to cancellation with no conditions attached or penalties.

### 1. ACCEPTANCE OF ESTIMATE:

- a. Acceptance of the Estimate through online, email or verbally binds the customer to the following Terms and Conditions
- b. All work contracted with COIL Inc. will have the following terms and conditions apply.

### 2. INSTALLATION WORK:

- a. Where work is to extend or modify existing circuits, costs quoted assume that the existing installation is in adequate condition and complies with minimum current regulations and codes. Any work found required to bring the necessary parts of the existing installation up to standard will be at an additional cost. COIL Inc. is not responsible for any additional professional trade skills needed to complete electrical installation.
- b. Any code compliance identified by the Electrical Inspector will be an additional cost if not in scope of the initial installation.
- c. If installations require in-wall wiring, all patching, repair and painting will be the responsibility of the customer.
- d. Where carpet or flooring coverings may require lifting to allow concealed installation work, no charge is made for this service, with best efforts being made to avoid damaging them and to refit them to an acceptable standard. However, consideration of employing a specialist fitter may be prudent, at your cost to effect a fully satisfactory reinstatement.

- e. All reasonable efforts will be made to undertake installation work to a clean standard. However, dust is inevitable and it will be the customers responsibility for final cleaning.
- f. While undertaking the installation work at the property, the client is required to provide power free of charge and use of garbage disposal.
- g. For property rewires, the property must not be inhabited without prior agreement.

### **3. EXCLUSIONS:**

- a. Clearing and / or moving of furniture and other items blocking access to work areas are not included.
- b. Unless indicated, disposal of old or replaced equipment is not included.
- c. Removal from site and disposal of rubble, fittings, wiring, materials, general waste and packaging is not included. However, this can be provided at extra cost.

### **4. ADDITIONAL SCOPE AND CHANGE ORDERS:**

- a. All extras, additional work, administrative and variations must be agreed in writing prior to commencement.
- b. Any post installation changes to the originally approved installation shall be considered an additional scope and subject to a change order.

### **5. PRICING:**

- a. The costs quoted assume continuous and unhindered access to the site by prior arrangement with you.
- b. The customer continues to grant and facilitate the agreed and necessary access to the premises being worked on if the originally stipulated duration of the contracted works is to remain valid. Unless stated otherwise, the standard working hours between the hours of 8:00am and 5pm Monday through Friday inclusive. Access may be required outside these hours to complete work.
- c. Any additional work not covered in the estimate will be quoted as a change order
- d. All figures quoted for materials are subject to taxation unless otherwise noted at the prevailing rate. e. All figures quoted are valid for a date of 30 days from the date of the estimate or quotation.
- e. You have a cooling off period of 7 days from accepting a quote from us or the length of time to the commencement of works if less than 7 days. Greater than 7 days could lead to a cancellation fee.
- f. Full payment is immediately due on completion or within the agreed upon net payment terms.

## **TITLE OF GOODS AND PROPERTY:**

### **6. RISK**

- a. The risk in all appliances including EV chargers supplied shall pass to the Client upon delivery.
- b. All goods supplied shall remain the property of COIL, Inc. until all sums due have been paid in full.
- c. The client is responsible for ensuring that the property is insured for the duration of the installation work.

### **7. WARRANTIES AND LIMITATIONS ON WARRANTIES**

- a. Standard warranty is 1 year on labor and parts supplied by COIL Inc.
- b. COIL Inc. warrants that all work performed and parts and equipment which were installed in the servicing of the electrical unit(s) were completed in a workmanlike manner and that said work shall be free from defects in materials and workmanship for a period 365 days from date said work was performed or manufacturer's warranties (except for the exclusions listed below).
- c. COIL Inc.'s obligation for defective products and/or workmanship or any damage caused thereby, and Customer's exclusive remedy, shall be limited, at COIL Inc.'s option, to the replacement of any defective parts or workmanship or the refund of amounts paid by Customer for said service and shall be conditions upon COIL Inc. receiving actual written notice of said defect within the 365 day period noted herein.
- d. Customer supplied equipment is excluded. These exclusions may have limited or no warranty if parts have been replaced by COIL Inc. and not worked on by anyone else during warranty period or use of items that damage electrical parts supplied by us.
- e. Warranty period may be different if noted herein. (Warranty excludes stop-pages and customer supplied items). All warranty issues must be allowed to be inspected and approved by COIL Inc. before any repair is made or warranty is voided.
- f. Warranty is not transferable. Not liable for damage caused by weather, normal maintenance items not reviewed by whomever, or manufacturer defects.

### **8. EXCLUSIONS**

- a. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESSED OR IMPLIED WARRANTIES (EXCEPT OF TITLE) FROM COIL INC. INCLUDING , BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COIL INC. SHALL NOT BE SUBJECT TO AND DISCLAIMS

- I. ANY OTHER OBLIGATION OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY;
- II. ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS INCLUDING NEGLIGENCE AND STRICT LIABILITY OR ARISING UNDER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY COIL INC. OR ANY UNDERTAKING, ACTS OR OMISSIONS RELATED THERETO; AND
- III. ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

**9. RESTRICTION OF THE PERIOD LIMITATION OF ACTION**

- a. Any legal action relating to this Agreement or breach thereof shall be commenced within one (1) year from the date of the work. Consumer shall be deemed to have accepted all delivered goods which he has not rejected within three (3) years of receipt.

**10. ALTERATIONS**

- a. Any alterations, additions, adjustments or repairs made by others, unless authorized or agreed upon by COIL Inc., will be cause to terminate COIL Inc.'s obligation under the contract.

**11. EXCLUSION OF COURSE OF DEALING**

- a. It is agreed that no prior course of dealing or usage of trade not expressly set forth in this contract shall be admissible to explain, modify, or contradict this contract in any way.
- b. All warranty work will be performed during normal business hours. Any Customer requiring warranty work not performed during regular business hours will be charged a service charge.

**12. PAYMENT:**

- a. The entire invoice is due upon completion of described work or within the agreed upon net payment terms, regardless of final inspection completion. If payment is not received within 30 days after completion of installation, a late fee (3% of the total due amount) will be added to your bill.
- b. If the invoice is due upon completion of described work, any payment not received within 10 days from completion of work is subject to interest at the highest amount lawfully allowed by contract in the state in which the work was performed until paid.
- c. If applicable, sales tax is included in the price.
- d. If COIL Inc. commences litigation or employs attorneys to collect payment for any amount due it from Customer, Customer agrees to pay reasonable costs and attorney's fees which may be due.
- e. If Customer's check does not clear, Customer could be liable for more than the check amount plus the face value of the check, all banking fees and a \$250 administration fee.
- f. All parts will be removed from the Customer's premises and discarded unless specified herein at no value or rebate to customer.

**13. DISPUTE RESOLUTION:**

- a. In the event of a dispute, mediation is to be the preferred method of resolution.
- b. Where we use sub-contractors to complete tasks out of our description, we do so in good faith. However, any problems that require a resolution will need to be done so with them directly. We do not guarantee the work of others.
- c. In the unlikely event of a complaint, any remedial works will be undertaken by COIL Inc. or selected sub contractors. We do not pay for others to complete such tasks.

**14. PRICE ESCALATION CLAUSE**

- a. Should there be a rise in the cost of any specified building material or materials, exclusive of any other price changes, that would cause the total contract price to increase by more than 10%, the Builder shall, before making any additional purchases of specified material or materials, provide to the Owner a written statement expressing the percentage increase of the contract price, the building material or materials in question, and the dollar amount of the price increase to be incurred.
- b. The Owner may then, at his option, terminate the contract by providing within 5 business days both written notice of termination to the Builder, and payment to the Builder for all costs expended in performance of the contract to the date of termination, plus payment of a prorated percentage of the Builder's profits based on the percent of completion.
- c. Should both notice of termination and full payment not be forthcoming within 30 business days, as provided herein, the Builder shall have the option to terminate the contract, or to proceed with the contract and purchase the specified building materials at the increased price.
- d. If termination is elected, the Builder shall provide to the Owner a written notice of termination, and the Owner shall be required to pay the Builder for all his costs expended in performance of the contract to the date of termination, plus payment of a prorated percentage of the Builder's profits based on the percent of completion. If the Builder elects to proceed on the contract, he may then purchase the specified material or materials at the increased price, and the Owner shall be required to pay the increased cost incurred.



## 15. PHOTOGRAPHS:

- a. We reserve the right to take photographs and videos of completed works for our records and for use in our portfolio and social media unless requested in writing prior to commencement not to.

## 16. PERMIT LIABILITY WAIVER

By waiving the option for a permit by intention or by accepting an estimate without a permit listed or as an exclusion, the owner fully agrees to bear the responsibility of applying, pulling, and paying for any permits, inspections or approvals from the "Authority Having Jurisdiction" (AHJ) as defined as an organization, office, or individual responsible for enforcing the requirements of a code or standard, or for approving equipment, materials, an installation, or a procedure. If the owners obtain the permit they act as the contractor and are responsible for completing the work and to assure that it meets code requirements. Interaction then takes place between AHJ inspectors and the owner. If the owner has hired a contractor or other person to do some of the work and it is not done in accordance with the approved plans and/or code requirements of the AHJ, the inspector will ask the owner, not the contractor, to have the work redone. In other words, if the owner obtains the permit it is the owner's responsibility to make sure the work is being done in accordance with the approved plans, codes and AHJ specific requirements. Unless specified in the quote/estimate, work order or invoice, the scope of work may or may not fully comply with AHJ requirements and it is the responsibility of the owner to ensure compliance of such standards. Any additional work required to bring the existing or new installation up to AHJ requirements regardless of electrical, aesthetic, placement, painting, installation and other methods and means which were not included in the original scope of work will be considered a change order and billed as additional work.

## 17. NO CONSEQUENTIAL DAMAGE CLAUSE

Notwithstanding anything herein to the contrary, COIL shall have no liability whatsoever for consequential, indirect, delay, special, incidental or liquidated damages whether arising in contract, tort, indemnity, warranty, strict liability or otherwise.

### Acknowledgement of EVSE Installation Routing

The installation of electric vehicle service equipment (EVSE), including charging stations and networking devices, requires the mounting of electrical conduit and other related equipment on exposed surfaces.

In addition to the safety, cost, and convenience of every building's EVSE solution design, COIL takes into consideration the aesthetic impact of our work on any property. We make every effort to minimize the routing of conduit and placement of equipment on finished surfaces that are visible to building occupants and visitors. However, the nature of delivering electricity to chargers from the power supply almost always results in the mounting of exposed equipment at some places along the route.

**By signing below, the Client accepts that aforementioned equipment will be mounted in unfinished areas of the builds located at the captioned address, including but not limited to parking lots, parking garages, maintenance areas, and exterior surfaces in outdoor areas.**

Additionally, the Client accepts that aforementioned equipment will be affixed to finished surfaces and/or in some areas that are visible to occupants or visitors, as described below:

- Interior common areas, e.g. hallways and courtyards
- Exterior walls / ceilings
- Other finished surfaces

## Project Acceptance

Download

**Alan Shear**

**From:** Kassidy Sablatura <kassidy.sablatura@coilinc.com>  
**Sent:** Wednesday, August 23, 2023 1:50 PM  
**To:** Alan Shear  
**Subject:** Re: Phone Call Follow Up  
**Attachments:** CT4000 DS US-EN (1).pdf

Okay, here's the MSRP pricing for the models. Since the quantity is pretty low, we probably can't negotiate much of a discount off MSRP. Maybe \$100-\$200 per charger. I'm also attaching the spec sheet for the CT4000 series (same spec sheet for CT4021 (bollard) and CT4023 (wall mount)).

QTY	Item #	Description	MSRP
1	CT4021-GW1	Dual Output, Gateway, Bollard Unit - 208/240V @30A with Cord Management	\$ 7,210
1	CT4001-CCM	Bollard Concrete Mounting Kit. Bolts: 5/8 - 11 x 9, F1554 Grade 55 hot-dipped galvanized threaded bolts - 3 ea. Nuts: 5/8 - Heavy Galvanized Hex Nuts (DH Rated) - 12 ea, Washers: Galvanized Washers (ASTM F436) - 9 ea. Plastic Template - 1 ea	\$ 125
2	CPCLD-COMMERCIAL-5	5yr Prepaid Commercial Cloud Plan	\$ 1,555
1	CT4000-ASSURES	5yr Prepaid Assure Plan - Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$ 2,400
1	CPSUPPORT-ACTIVE	Initial Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. One time initial service per station.	\$ 349

QTY	Item #	Description	MSRP
1	CT4023-GW1	Dual Output, Gateway, Wall Mount Unit - 208/240V @30A with Cord Management	\$ 7,210
2	CPCLD-COMMERCIAL-5	5yr Prepaid Commercial Cloud Plan	\$ 1,555
1	CT4000-ASSURES	5yr Prepaid Assure Plan - Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$ 2,400
1	CPSUPPORT-ACTIVE	Initial Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. One time initial service per station.	\$ 349

Garage / Corp Yard  
 \$11,514

Do you know what the installation timeline is for either or both properties we quoted?

Site Design Complies with 2022 CEC and CBC Requirements:  
 110.21  
 110.27  
 220.10  
 215.2  
 225.4-225.5 310.10(C)  
 310.15 625.43  
 625.15

TAMALPAIS COMMUNITY CENTER  
 203 MARIN AVE  
 MILL VALLEY, CA



GENERAL SHEET NOTES

KEYNOTES

- 1) INSTALL 100A MAIN DISCONNECT IN THE 150A EXTERIOR MAIN DISTRIBUTION PANEL
- 2) INSTALL (2) #4 AND (1) # 8 GRND WIRE EXTENSION FROM 100A BREAKER
- 3) INSTALL 1" LB FROM MAIN PANEL
- 4) INSTALL 1" EMT W/ RT FITTINGS FOR #4 WIRE FEED TO NEW 100A EVSE PANEL
- 5) INSTALL 1" LB FOR BEND AROUND BUILDING
- 6) INSTALL 100A SUB PANEL WITH DISCONNECT FED FROM 150A MAIN DISTRIBUTION PANEL
- 7) INSTALL 40A 2-POLE BREAKER FOR EVSE
- 8) INSTALL (2) #6 WIRE FEED AND (1) #10 GRND TO EVSE
- 9) CUT TRENCH 25' FROM NEW 100A PANEL TO EVSE INSTALLATION SITE
- 10) INSTALL 3/4" SCHEDULE 40 PVC CONDUIT WITH THNW-2 WIRE FEED FROM 40A BREAKER
- 11) INSTALL CONCRETE PEDESTAL FOR EVSE MOUNT WITH STUB UP CONDUIT
- 12) INSTALL 40A DEDICATED LEVEL 2 CHARGING STATION
- 13) INSTALL SAFETY BOLLARDS
- 14) RE STRIPE PARKING LOT TO ACCOMODATE FOR (1) VAN ACCESSIBLE STALL FOR ADHERING TO CBC11B

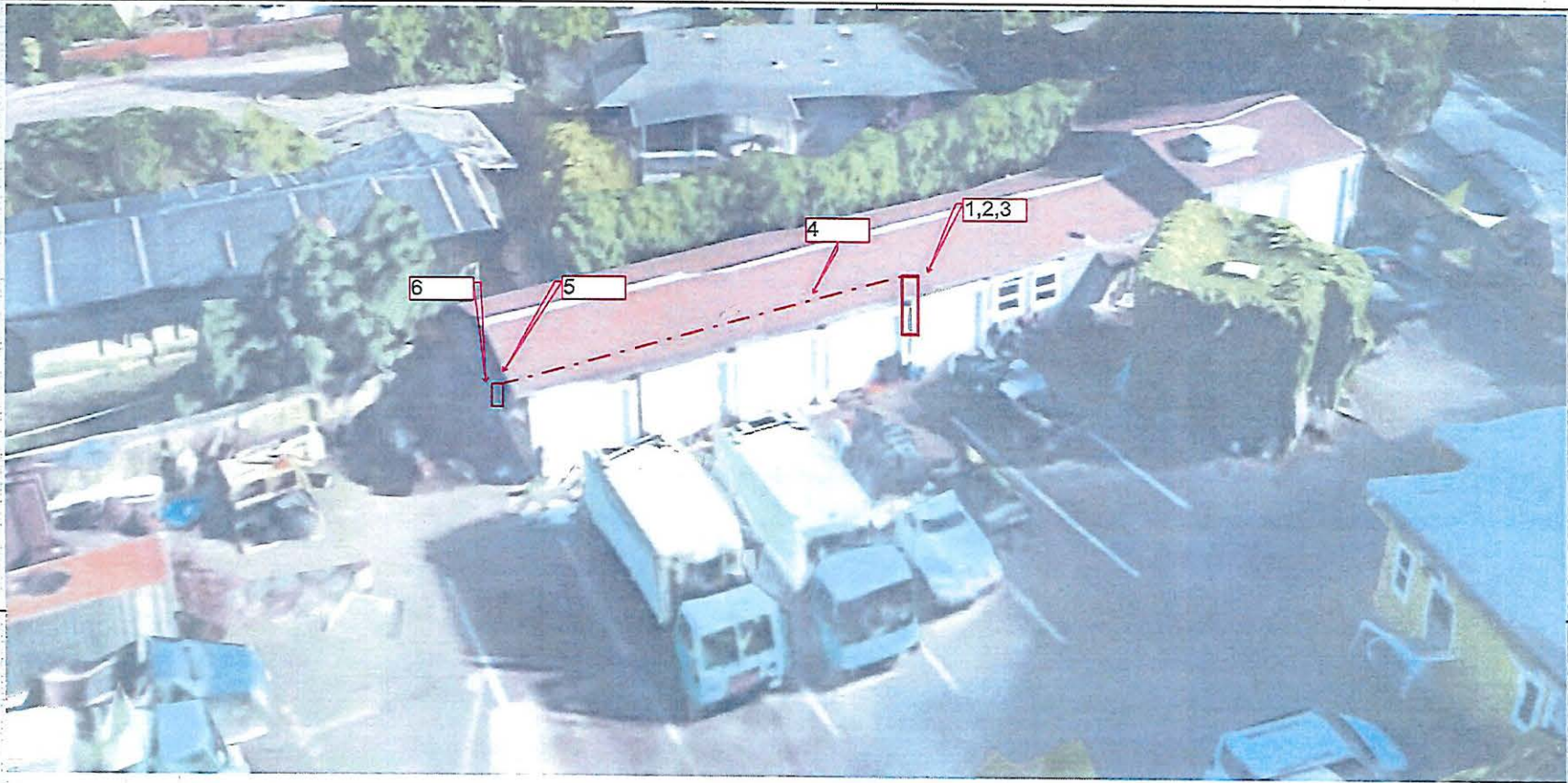
Notes

1. DEMO LIMITS SHOWN HERE ARE APPROXIMATE. CONTRACTOR TO CONFIRM EXACT DEMO LIMITS IN THE FIELD WITH ENGINEER PRIOR TO SAWCUTTING AND DEMO
2. CONTRACTOR TO VERIFY ALL EXISTING UTILITIES PRIOT TO DEMOLITION
3. PROTECT ALL EXISTING TREEST AND TREE ROOTS WITHIN AND IN THE VACINITY OF ALL DEMO WORK UNLESS NOTED ON THESE PLANS
4. TRENCHING: ALL TRENCHIUNG AND EXCAVATION WITHIN DRIP LINE OF EXISTING TREES SHALL BE BY HAND WITH CARE
5. STORAGE: THE AREA UNDR THE DRIP LINE OF THE TREES' SHALL BE KEPT CLEAN. NO CONSTRUCTION MATERIAL NOR SOLVENTS SHALL BE SOTRED OR DUNMPED IN THE WORK AREA
6. REMOVAL OF ALL CONFLICTING STRIPING FROM AREAS INDICATED WILL BE SHOWN ON THE CIVIL PLANS

		WWW.ECOPTIONS.BIZ
DATE	LOCATION	PROJECT
CLIENT	SCALE	SHEET SIZE
↓ N ↓		DRAWING No.  E-1.1

E-1.1

TAMALPAIS COMMUNITY  
 SERVICES DISTRICT  
 305 BELL LN  
 MILL VALLEY, CA 94941





GENERAL SHEET NOTES

KEYNOTES

- 1) INSTALL (1) 20A TANDEM BREAKER
- 2) INSTALL 40A 2 POLE BREAKER
- 3) INSTALL (2) #6 AND (1) #10 GRND FOR EVSE FEED
- 4) USE THE EXISTING JUNCTION BOX FOR BRANCH OF ELECTRICAL CIRCUITS AND 3/4" EMT ACROSS THE RAFTERS APX 60'
- 5) INSTALL JUNCTION BOX AND 3/4" EMT TO EVSE #1
- 6) INSTALL 40A DEDICATED LEVEL 2 CHARGING STATION SINGLE PORT WALL MOUNT

Notes

1. DEMO LIMITS SHOWN HERE ARE APPROXIMATE. CONTRACTOR TO CONFIRM EXACT DEMO LIMITS IN THE FIELD WITH ENGINEER PRIOR TO SAWCUTTING AND DEMO
2. CONTRACTOR TO VERIFY ALL EXISTING UTILITIES PRIOR TO DEMOLITION

		<a href="http://WWW.ECOPTIONS.BIZ">WWW.ECOPTIONS.BIZ</a>
DATE	LOCATION	PROJECT
CLIENT	SCALE	SHEET SIZE
		DRAWING No.
		E-1.1



# CT4000 Family

ChargePoint® Level 2 Commercial Charging Stations

The CT4000 family is the latest generation of ChargePoint commercial charging stations. Refined yet rugged, these stations set the industry standard for functionality and aesthetics.

The CT4000 full motion color LCD display instructs drivers and supports dynamic updates of custom branded videos and advertisements.

Intelligent power management options double the number of parking spaces served by allowing two charging ports to share a single circuit. Sites with single port EV stations can upgrade to dual port stations without requiring additional electrical services.

The CT4000 is the first ENERGY STAR® certified EV charger because it charges efficiently and conserves power when not charging. As an ENERGY STAR certified EV charger, the CT4000 uses significantly less energy than a standard EV charger when in standby mode to help you save money on your utility bill.

All CT4000 models offer one or two standard SAE J1772™ Level 2 charging ports with locking holsters, each port supplying up to 7.2kW. With this standard connector, ChargePoint level 2 stations can charge any EV.

Stations are available in bollard and wall mount configurations for easy installation anywhere. All stations are fully software upgradeable remotely over the air.

Stations come in both 6' and 8' tall models with 18' and 23' cords, respectively. With multiple options for size and cord reach, your station can service up to four parking spaces, reach all car models regardless of parking style or car sizes and increase the usability of your EV spots.

## Driver Friendly User Interface

- + Instructional video shows how to use the station
- + Multi-language: English, French, Spanish
- + Touch button interface; works in rain, ice and with gloves
- + Backed by ChargePoint's world class 24/7 driver phone support

## Easily Communicate with Your Drivers

Whether you're a retail establishment wanting to advertise your latest product, a workplace looking to communicate with employees or a municipality wanting to welcome visitors, ChargePoint's prominent LCD screen makes it easy to reach EV drivers:

- + Daylight readable, with auto brightness control
- + 640 X 480 resolution active matrix
- + Full motion 30fps video support
- + Upload up to 60 seconds of high quality video on a color LCD screen to individual stations as often as desired
- + Brand your charging stations to communicate with drivers
- + Instructional video in English, Spanish or French



The First  
ENERGY STAR®  
Certified EV Charger

### Service Products and Support

ChargePoint offers world-class service products and support that help ensure quality of work, save time and money, protect your investment and enhance the productivity of your charging stations. From site planning to installation and setup, to ongoing care and management, when you choose ChargePoint, you're covered.

- + ChargePoint Configuration and Activation: customized setup and activation of your stations
- + ChargePoint Assure: the most comprehensive EV Station maintenance and management in the industry

### Energy Measurement and Management

- + Real-time energy measurement
- + 15 minute interval recording
- + Time of Day (TOD) pricing
- + Load shed by percentage of running average or to fixed power output

### Minimize Costs with Flexible Power Management Options

In the vast majority of applications, a full power configuration is the best choice for both station owners and drivers. However, when drivers are parked for a longer time, an intelligent, lower power output can save station owners considerable installation cost while still providing drivers a great charging experience. With flexible power options, station owners can meet the needs of drivers while lowering costs:

#### Power Select (Patent Pending)

- + Allows for a lower capacity (less than 40A) circuit to power each port
- + Cuts installation costs by reducing the cost or even avoiding the need to upgrade panels or transformers

#### Power Sharing

- + Dynamically share one 40A, 30A or 20A circuit between two parking spaces
- + Doubles the number of parking spots served while reducing installation and operating costs
- + Allows station owners to upgrade a single port station to dual port to serve more drivers with no electrical upgrade

### Clean Cord Technology

- + Keep charging cords off the ground
- + Standard on all models
- + Ultra-reliable second-generation gravity operated mechanism
- + Flexible over entire -40°F to +122°F product temperature range

### Safe, Reliable, Energy Efficient Hardware

- + UL listed, meeting the stringent requirements of the nation's leading safety standards organization
- + Stations are rugged, built to withstand the elements
- + Safe, Reliable and Energy Efficient
- + ENERGY STAR certified, charges efficiently and conserves power when not charging

### When Charging is Mission Critical, Protect Your Investment with ChargePoint Assure

- + Minimize downtime: ChargePoint Assure provides the most comprehensive EV Station maintenance and management in the industry
- + Get up and running quickly and flawlessly: Professional guidance for station configuration saves you time, and unlimited changes to station policies flexibly supports your business
- + Eliminate unexpected future expenses: Cost for parts and on-site labor to install is covered for all Assure eligible repairs
- + One less thing to worry about: Proactive station monitoring provides you with regular reporting
- + Reduced risk of downtime: We guarantee 98% annual uptime and one business day response to requests
- + Support when you need it: We're there for you *and* your drivers. Phone support available for station owners Monday to Friday from 5 AM to 6 PM Pacific. Phone support for drivers is 24/7/365, so you never need to field a driver call

Ultra-reliable second-generation gravity operated mechanism.

18' and 23' cords to reach all car models and serve more parking spaces.

World-class 24/7 driver phone support.

Instructional video shows how to use the station. Multi-language charging instructions, giving drivers the choice of English, French or Spanish.

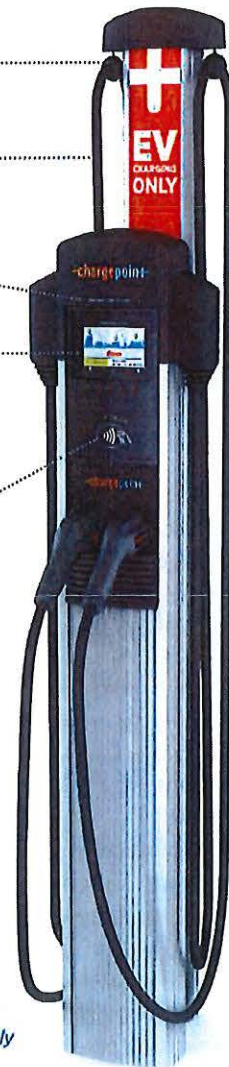
Driver interaction is supported in any weather by five rugged, back-lit buttons with audio feedback.

Strong and rugged design materials built to withstand the elements.

CT4000 stations come with 18' or 23' cords to increase the usability of your charging spots, on 6' and 8' tall models respectively.

#### CT4021

Dual-port bollard charging station with 18' charging cables. Standard EV Charging Only sign without optional custom branding.



## Promote Your Brand and Business

Having your stations installed in a visible location makes a bold statement about your business' commitment to sustainability and shows that you care about your customers. ChargePoint CT4000 stations are built for customization so you can conveniently promote your brand as well. With custom signage and video you can:

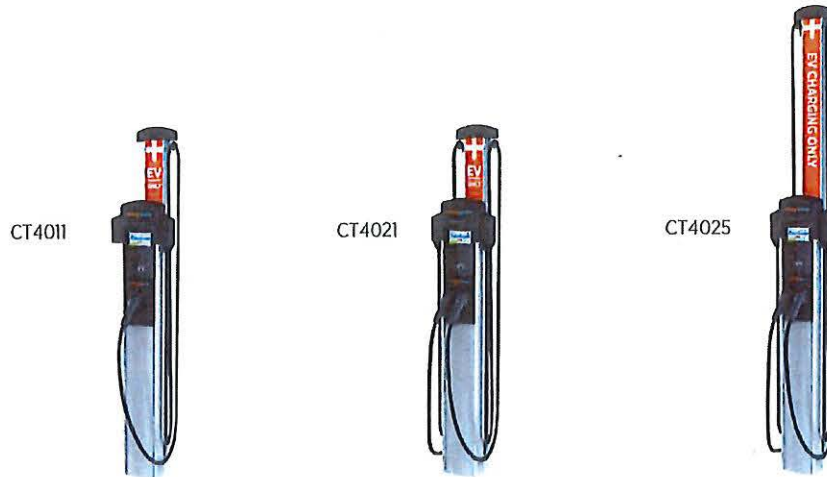
- + Increase brand recognition
- + Attract EV drivers by making sure your stations are highly visible
- + Ensure EV charging installations are consistent with the look and feel of your brand
- + Differentiate your stations from standard ChargePoint stations to make them easily identifiable by your driver base



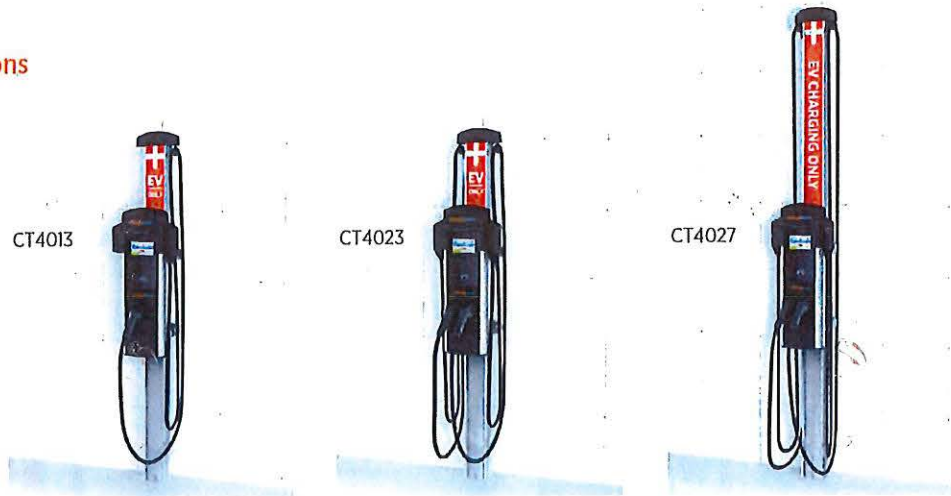
Branded CT4021  
Shown with optional  
branding on bollard.  
18' cords on 6' model.

Branded CT4025  
Shown with optional  
branding on back.  
23' cords on 8' model.

### Bollard Charging Stations



### Wall Mount Charging Stations



### Contact Us

-  Visit [chargepoint.com](https://www.chargepoint.com)
-  Call +1.408.705.1992
-  Email [sales@chargepoint.com](mailto:sales@chargepoint.com)

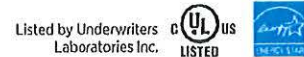


ChargePoint, Inc.  
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Campbell, CA 95008-6617 USA

+1.408.841.4500 or  
+1.877.370.3802 US and Canada toll-free

[chargepoint.com](https://www.chargepoint.com)

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## TAMALPAIS COMMUNITY SERVICES DISTRICT

Staff Report  
Board Meeting  
September 13, 2023

**TO: BOARD OF DIRECTORS**

**FROM: GARRETT TOY, GENERAL MANAGER**

**SUBJECT: RECEIVE REVISED UPDATE ON THE ADOPTED FY23/24 TCSD GOALS AND PRIORITIES.**

---

### RECOMMENDATION

Receive updated report and provide direction to staff as appropriate.

### BACKGROUND

At its June 22, 2022, work session, the Board conducted a study session to discuss parks & recreation events, programs, classes, policies, parks, and facilities; organizational structure; schedule and topics for future board work sessions. Prior to the meeting, Board members submitted a list of their priorities to staff to compile for the study session. Based on the direction received at the study session, staff prepared a preliminary list of goals and priorities.

The Board discussed the list of preliminary goals and priorities for FY22/23 at its July 13, 2022 meeting. However, the Board decided to wait to formally adopt its goals/priorities until after the Board's annual retreat. The annual retreat was initially scheduled for September 2022, but was canceled and rescheduled to February 2023.

The Board held its annual retreat on February 11, 2023, at the Fernwood Cemetery facilities. In March 2023, the Board adopted its annual goals with the following revisions:

- Change goal #6 to "Explore the concept of a central gathering park/plaza."
- Include goal #9 as a part of goal #2
- Goals are for the calendar year of 2023
- Prioritize goals in the following order:  
3,1,4,6,2,5,7 & 8

### DISCUSSION

At its August 9, 2023 meeting, the Board received a status update for each of the Board's nine (9) adopted goals and priorities for 2022-2023. During the update, the Board indicated it thought one goal was inadvertently omitted. Staff concurred and indicated we would return to

this meeting with a revised update. It appears staff used an older version of the goals and priorities when preparing the update.

The attached update reflects the Boards comments regarding goals and priorities from March 2023.

The updates provided at the August 8, 2023 meeting have not changed with the exception that the missing goal of "Explore concept of a central gathering park/plaza" has been added and an updated provided. Please note that this goal replaced the previous goal #6 and update as follows:

6. Develop a 5-year masterplan for parks, facilities, and open space including short and long-term financing plan

Status: *Completed.*

- As part of the Adopted FY23-24 budget, staff has updated the 5-year operating forecast (financial plan) for Parks and Recreation as well as a 5-year CIP for Parks & Recreation (P&R) capital projects.
- The Adopted FY23-24 budget also includes the new/revised Parks & Recreation capital reserves for vehicle replacement, facility improvements, Park Facilities, and new Park Development. The P&R capital reserves and Measure County Park funds are the primary sources of funding for the CIP projects.
- The Parks & Recreation annual budget includes a new line item for vegetation management on TCSD open space parcels.

**FISCAL IMPACT**

n/a

**ATTACHMENT**

A. Status report of goals/priorities

The attached update reflects the Boards comments regarding goals and priorities from March 2023.

The updates provided at the August 8, 2023 meeting have not changed with the exception that the missing goal of “Explore concept of a central gathering park/plaza” has been added and an updated provided. Please note that this goal replaced the previous goal #6 and update as follows:

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- The Parks & Recreation annual budget includes a new line item for vegetation management on TCSD open space parcels.

**FISCAL IMPACT**

n/a

**ATTACHMENT**

- A. Status report of goals/priorities

## ADOPTED BOARD GOALS/PRIORITIES 2023

1. Develop disaster preparedness plan
  - a. TCSD operations (to be developed first in 2023)
  - b. Community coordination
  - c. Evaluate impacts of sea level rise and extreme flooding

Status: *In process*

- a. Staff is working on an Emergency Operations Plan for the continuity of operations.
- b. Staff has met with NRG and SMFD to coordinate the use of the Community Center as a resource for the community in times of an emergency such as a warming center or for emergency use. SMFD has stated that such an arrangement is typically a verbal agreement in case using the community center is needed. TCSD staff has confirmed to NRG and SMFD the Community Center is available during times of an emergency. In addition, staff has offered a parking spot to SMFD in the south "gravel" parking lot of the Community Center to park their emergency trailer.
- c. Staff will participate in all regional efforts to study and evaluate the impacts of sea level rise and extreme weather.
- d. We are in the process of creating ID cards to identify staff as Disaster Service Workers for use in emergencies.

2. Complete improvements in the Community Center including kitchen, bathrooms, and stage

Status: *Completed; on-going*

- The replacement of the kitchen cabinets and countertops were replaced in May 2023.
- In June and July 2023, the Board approved the design for restrooms and contract with the architect to prepare the plans and specifications for the bid package, respectively.
- We are waiting to bid out the restrooms before starting the design for the stage improvements.

3. Improve/enhance communication with the public (newsletters, advertising, sponsorships, signage)

- a. Enhance reporting and communications to the Board and Community regarding the reasons for Sanitation CIP projects and create standards for measuring success
- b. Continue to improve financial reporting to the Board and Community on TCSD activities with the goal of explaining "where their money goes"
- c. Solicit community input on TCSD programs/events/use policy/facilities

Status: *Completed; On-going*

- We created a weekly e-newsletter, mailed out postcards for events, and continued with signage for events.
- We are in the process of creating a new website which will be more user friendly and provide better access to TCSD Board meeting agendas.
- For the past year, staff has tracked expenditures and revenues by event and included the information in the staff reports to the Board at their meetings.
- We have included in the newsletter articles regarding the annual budgets for each department as well as capital projects.
- Staff is working on potential measures of success for Wastewater projects.
- We are in the process of retaining a firm to conduct a community survey with the goal of having more randomized responses reflective of the District's demographics.

4. Explore concept of a central gathering park/plaza.

Status: *in progress*

- The concept will be explored as part of the community survey.
- PARC will discuss/explore the concept as one of its annual goals/priorities.

5. Expand offering of events and programs

- a. Provide better event financial accounting and long-term scheduling
- b. Expand solid waste programs with an emphasis on innovative programs and re-introducing past popular programs
- c. Hold a Household Hazardous Waste Day for TCSD customers in 2023

Status: *Completed; on-going.*

- For the past year, staff has tracked expenditures and revenues by event and reported the information to the Board.
- Staff has provided a 12-month event schedule to the Board for review which includes new events such as Creekside Unplugged and bringing back such events as Spaghetti Bingo.
- The adopted Solid Waste 5-Year Rate Study includes funding for new programs such as Hazardous Waste Day, expanded services for debris days, and distribution of new compost pails for all residential customers in the District.
- The Board recently approved the formation of the new Parks and Recreation Commission (PARC). PARC has expressed an interest in offering more programs and activities. Staff is working with PARC to develop the details for the Board review.
- The first TCSD sponsored Household Hazardous Waste Day is scheduled for October 28, 2023. We are in the process of working out the details with a vendor who provides this service.

6. Develop short and long-term park management plan
  - a. Review park maintenance standards and options for implementation
  - b. Address Eastwood park management issues

Status: *In process; on-going*

- The Board approved a master landscaping contract for maintaining Kay Park, Eastwood Park, Cabin, McGlashen Trail, and Community Center. From time-to-time, we allocate the services to help maintain various open space parcels.
- We are in the process of updating the park inventory maps and list.
- Staff reseeded the grassy area in Kay Park and Eastwood Park. For Kay Park, we added topsoil, fertilizer, seed, and fenced off the grassy area to allow the new grass to take root. In Eastwood, we fenced off an area to reseed and let the grass rest. We also repaired and adjusted the irrigation in both parks for the grass. This will be an on-going annual process to maintain the grassy areas.
- Staff has developed a simplified Park Management Plan with maintenance schedule. We are working to revise the maintenance standards.
- The Board adopted revised/new rules for Eastwood park focused on the uses of the tennis/pickleball courts.
- PARC would like to explore Eastwood Park management policies.

7. Update 5-year financial/operational plans for solid waste and wastewater
  - a. Vehicle/equipment replacement program
  - b. Wastewater Capital Projects

Status: *Completed.*

- As part of the FY23-24 budget approval process, we updated the 5-Year Operational Budget forecast for Solid Waste and Wastewater.
- In May 2023, the Board conducted the Proposition 218 public hearing to adopt the proposed rate increases of solid waste service charges for the next five years (FY23-24 through FY27-28) based on the 5-Year Rate Study and 10-year Financial Plan prepared by R3 Consulting Group.
- Approved the newly created 5-Year Capital Improvement Program (CIP) for both Solid Waste and Wastewater projects. The CIP was adopted as part of the annual budget. The proposed Wastewater projects reflect those projects listed in the Sewer Financial Plan prepared in August 2020.
- The annual budget includes operational and capital reserves with 5-year projections. The capital reserves are used to fund vehicle replacement, facilities, and other capital funds for each department.
- Adopted a 5-Year Vehicle Replacement Fund for Solid Waste and Wastewater with estimated costs for specific vehicle purchases over the 5-Year period as part of the budget approval process.

8. Review/evaluate organizational structure, administrative/personnel policies, service levels, and employee satisfaction

Status: *Completed; on-going*

- The Board has adopted several personnel policy revisions and amendments such as a uniform allowance program, stand-by pay program, medical-in-lieu program, and established salary ranges with steps increases and clarified performance review requirements.
- The Board has adopted by resolution a record retention/management policy, the uniform cost accounting act for public bidding, Rosenberg's Rules of Order for meetings, purchasing policy, surplus personal property policy, and master fee schedule.
- The Board adopted revisions to and/or new job descriptions for the Events and Communications Coordinator, Senior Maintenance Worker, Drivers, Administrative Clerk and Operations Superintendent. All job descriptions are now up to date.
- Staff conducted a classification and salary study for the Operations Superintendent and Senior Maintenance Worker positions which supported the revised job descriptions and salary ranges.
- Remodeled main office to improve the physical work environment and enhance access to the public.
- The Adopted 5-Year CIP includes facility improvements to improve the physical work environment in the corporation yard.
- The Adopted FY23-24 Annual budget supports current service levels.
- We have established clear lines of supervision for staff.
- We are in the process of conducting an internal employee feedback survey
- We continue to conduct on-going review of organizational/personnel policies.
- The Adopted FY23-24 budget included a comprehensive budget document with new components such as a 5-Year CIP, 5-Year budget forecast, and 5-Year forecast for operational and capital reserves, and new capital reserve funds for vehicle replacement, facilities, and new Parks and Recreation fund.



## TAMALPAIS COMMUNITY SERVICES DISTRICT

Staff Report  
September 13, 2023

**TO: BOARD OF DIRECTORS**

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

**SUBJECT: 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**

---

### **RECOMMENDATION**

Authorize the General Manager to sign a letter of support for Assembly Constitutional Amendment 13 (Ward)

### **BACKGROUND**

Under current law, an initiative constitutional amendment that proposes to amend the California Constitution requires a simple majority of voters casting votes in favor of the measure for the amendment to be approved. Notably, this simple majority requirement is irrespective of any of the provisions contained within the proposed constitutional amendment; should the text of the proposed constitutional amendment contain provisions that would otherwise require voter thresholds in excess of a simple majority in the future, those increased vote thresholds may nonetheless be imposed with a simple majority of voters. Phrased another way, this allows a simple majority of voters to insert a three-fifths, two-thirds, four-fifths, or higher vote threshold into the California Constitution, even without the corresponding level of support in terms of votes cast in favor of the original amendment proposal.

In September of 2022, the Board voted to oppose (CSDA encouraged opposition) the initiative known as the California Business Roundtable Initiative (No. 21-0042A1) on the November 2024 statewide ballot because of the following impacts to TCSD local control and fiscal certainty:

- Increases the threshold for voters to pass a local special tax initiative placed on the ballot by voters from a simple majority to a two-thirds majority.
- Adopts new and stricter rules for raising taxes, fees, assessments, and property-related fees.
- Amends the State Constitution, including portions of Propositions 13, 218, and 26 among other provisions, to the advantage of the initiative's proponents and plaintiffs; creating new grounds to challenge these funding sources and disrupting fiscal certainty.



- Restricts the ability of local governments to issue fines and penalties to corporations and property owners that violate local environmental, water quality, public health, public safety, fair housing, nuisance and other laws and ordinances.

**DISCUSSION**

Since the California Business Roundtable Initiative) requires only a simple majority to pass yet places a voter threshold burden on local governments to achieve two-thirds majority passage rate, ACA 13 would propose to California voters a solution to the voter threshold issue with the initiative process.

If placed on the ballot by the California Legislature, California voters would be asked to decide whether an initiative constitutional amendment containing provisions that increase vote thresholds should be required to attain the same proportion of votes in favor of the amendment that the proposed increased vote thresholds would demand. In this way, ACA 13 would ensure that a proposal such as the Business Roundtable initiative cannot impose vote thresholds on communities and the state that exceeds the level of support for imposing such thresholds.

If an initiative constitutional amendment includes a provision that would impose a supermajority (e.g., three-fifths, two-thirds, four-fifths, etc.) voter approval threshold, then that initiative would be required to gain the approval of the same super majority (three-fifths, two-thirds, four-fifths, etc.; whatever threshold the initiative proposes) of California voters to pass.

CSDA is encouraging agencies opposed to the California Business Roundtable Initiative to also consider supporting ACA 13, and to submit a letter of support to that effect. To make this process easy, CSDA developed a sample letter that we revised for TCSD purposes.

**FISCAL IMPACT**

N/A

**ATTACHMENT**

Letter of Support



Attachment A

## TAMALPAIS COMMUNITY SERVICES DISTRICT

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

September 8, 2023

The Honorable Christopher Ward  
California State Assembly  
1021 O Street, Suite 6350  
Sacramento, CA 95814

**RE: Assembly Constitutional Amendment 13 (Ward) – Support [As Amended August 17, 2023]**

Dear Assembly Member Ward:

The Tamalpais Community Services District (TCSD) is pleased to support your Assembly Constitutional Amendment 13, related to protecting the majority vote. TCSD provides refuse collection, wastewater collection, and parks and recreation services to approximately 8,000 residents in Tam Valley an unincorporated area in Marin County.

Under current law, an initiative constitutional amendment that proposes to amend the California Constitution requires a simple majority of voters casting votes in favor of the measure for the amendment to be approved. Notably, this simple majority requirement is irrespective of any of the provisions contained within the proposed constitutional amendment; should the text of the proposed constitutional amendment contain provisions that would otherwise require voter thresholds in excess of a simple majority in the future, those increased vote thresholds may nonetheless be imposed with a simple majority of voters. Phrased another way, this allows a simple majority of voters to insert a three-fifths, two-thirds, four-fifths, or higher vote threshold into the California Constitution, even without the corresponding level of support in terms of votes cast in favor of the original amendment proposal.

ACA 13 would propose to California voters a solution to this problem with the initiative process: if placed on the ballot by the California Legislature, California voters would be asked to decide whether an initiative constitutional amendment containing provisions that increase vote thresholds should be required to attain the same proportion of votes in favor of the amendment that the proposed increased vote thresholds would demand. In this way, ACA 13 would ensure that a proposal cannot impose vote thresholds on our communities and our State that exceed the level of support for imposing such thresholds.

ACA 13 protects the democratic process in local communities by ensuring that a simple majority of statewide voters cannot restrict the will of a supermajority of voters in a local community. For these reasons, TCSD is pleased to support Assembly Constitutional Amendment 13. Please feel free to contact me with any questions.

Sincerely,

Garrett Toy  
General Manager  
Tamalpais Community Services District

CC: The Honorable Representative Jared Huffman  
The Honorable Senator Mike McGuire  
Marcus Detwiler, Legislative Representative, California Special Districts Association  
advocacy@csda.net



## TAMALPAIS COMMUNITY SERVICES DISTRICT

Staff Report  
Board Meeting  
September 13, 2023

**TO:** BOARD OF DIRECTORS  
**FROM:** GARRETT TOY, GENERAL MANAGER  
**SUBJECT:** GENERAL MANAGER'S REPORT

### RECOMMENDATION

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

### DISCUSSION

#### Wastewater Statistics and Work

- August flow through Bell Lane Pump Station: 7,632,900 gallons
- August flow through Bob Bunce Pump Station: 123,149 gallons
- Rain: 2 events- total .15 inches
- Sewer Spill: 0
- Lateral Inspections Jan – August: 46 (for resales, ADU's, CIP, other)
- Sewer Improvement Project- Phase D, which replaces sewer main pipeline in the Eastwood Way and Glenwood Ave areas, had its bid opening on August 24<sup>th</sup>.

#### Solid Waste Statistics and Work

SOLID WASTE CALLS FOR SERVICE 2023									
TYPE OF SERVICE	Month								
	Jan	Feb	March	April	May	June	July	Aug	
Missed pick-up	26	27	20	20	18	25	39	27	
New Service request	2	2	5	7	12	11	3	9	
Replacement carts	17	8	10	6	8	18	10	13	
Dumpsters	14	11	5	7	4	4	6	3	
Extra trash pick-up	17	20	17	16	12	11	11	15	
Late put out	2	4	2	-	1	2	1	1	
Other	-	-	-	1	2	-	4	8	
Total	78	72	59	57	57	71	74	76	
YTD Total									544

Average calls per month-68

#### Parks and Recreation Work

- A locksmith installed a new programmable lock for the Eastwood Park restroom in early August. This lock replaces the older magnetic lock. We are continuing to work on the proper closure of the restroom door.

- We held our first of two Creekside Unplugged events on August 25<sup>th</sup>. It was very well received with over 100 attendees. The next Creekside Unplugged event is September 8<sup>th</sup>.
- Staff started preparing for Oktoberfest which is scheduled for September 23<sup>rd</sup>.
- Attached is a table comparing the total expenditures and revenues for Creekside Friday events in 2023 and comparisons to 2022 and 2019 (Pre-COVID). Staff will provide an oral analysis at the meeting. The last Creekside Friday event for the summer was August 11<sup>th</sup>.
- At the Board's August 23<sup>rd</sup> work session in the corporation yard, the Board requested an updated event schedule to better evaluate the impact of CIP projects on events. Attached is the tentative event schedule for the remainder of 2023 and through September 2024.

#### Administration

- We prepared the agenda and attended the PARC meeting on August 10<sup>th</sup>. The next PARC meeting is September 8<sup>th</sup> at the Tam Valley Community Center
- The new TCSD website was up and running in mid-August. It is a work in progress as we continue to add and modify content.
- Staff continue to work with PG&E on their plan to locate a transmission power pole in the TCSD parking lot.
- At the August 9<sup>th</sup> Board meeting, the Board requested a summary of the Board's comments made at the special work sessions in Kay and Eastwood Parks on July 26<sup>th</sup>. Attached is a summary of the comments prepared by staff.

#### ATTACHMENT

- A. Creekside Financials
- B. Event Schedule
- C. Summary of Kay and Eastwood Parks notes

**SUMMARY - CREEKSIDE FRIDAYS**

<b>Revenue</b>	<b>2023</b>	<b>2022</b>	<b>2019</b>
Event #1	\$ 1,824	\$ 2,107	\$ 3,292
Event #2	\$ 2,141	\$ 1,432	\$ 3,749
Event #3	\$ 2,087	\$ 1,521	\$ 2,775
Event #4	\$ 1,556	\$ 2,400	\$ 1,908
Event #5	\$ 1,831	\$ -	\$ 2,975
Events #6-9 (total)	\$ -	\$ -	\$ 9,119
Sponsors	\$ 10,400	\$ 9,200	\$ 14,175
<b>Total Revenue</b>	<b>\$ 19,839</b>	<b>\$ 16,660</b>	<b>\$ 37,992</b>
<b>Average Revenue Per Event</b>	<b>\$ 3,968</b>	<b>\$ 4,165</b>	<b>\$ 4,221</b>
<b>Expenses</b>			
Bands	\$ 4,250	\$ 3,450	\$ 6,625
All Other Expenses*	\$ 11,724	\$ 13,393	\$ 18,736
Part-time Event staff	\$ 6,548	\$ 4,792	\$ 12,596
Full-time Staff Over-time*	\$ 1,181	\$ 221	\$ -
<b>Total Expenses</b>	<b>\$ 23,703</b>	<b>\$ 21,856</b>	<b>\$ 37,957</b>
<b>Average Per Event</b>	<b>\$ 4,741</b>	<b>\$ 5,464</b>	<b>\$ 4,217</b>
<b>Percent Cost Recovery</b>	<b>84%</b>	<b>76%</b>	<b>100%</b>

\*Note: In 2023, expenses for the portable toilets was more than typical (additional \$1,649) due to efforts (deliveries/removals) to try and find a ADA compliant toilet. In 2021, the event coordinator was a consultant and not a full-time employee. In 2019, overtime for full-time employees was not tracked for these events.

<b>Bar Revenue</b>	<b>2023</b>	<b>2022</b>	<b>2019</b>
Event #1	\$ 1,298	\$ 1,056	\$ 2,683
Event #2	\$ 1,054	\$ 925	\$ 2,695
Event #3	\$ 620	\$ 667	\$ 1,859
Event #4	\$ 935	\$ 1,423	\$ 991
Event #5	\$ 1,481	\$ -	\$ 2,380
Event #6-9 (total)	\$ -	\$ -	\$ 6,415
<b>Total Bar Sales</b>	<b>\$ 5,989</b>	<b>\$ 4,071</b>	<b>\$ 17,023</b>
<b>Average Per Event</b>	<b>\$ 1,198</b>	<b>\$ 1,018</b>	<b>\$ 1,891</b>

Attachment B

**TENTATIVE SCHEDULE OF EVENTS**  
 September 2023 thru September 2024  
 (Last Revised 9/6/23)

DATE	EVENT
September 23, 2023                      3pm -8pm	Oktoberfest (CC Parking Lot)
October 7                                      8am-1pm	Debris day, shred day (Corp Yard)
October (TBD).                              Time TBD	Volunteer Appreciation (Junktion?)
October 20, November 10 - Veteran's Day Observed	Spaghetti Bingo (CC)
October 28                                      Time TBD	Hazardous Waste Collection (CC)
December 2                                      7pm-9pm	Jolly Jingles (CC)
December 9                                      9am and 10:30am	Breakfast with Santa (CC)
January 20, 2024                              6:30pm-9:30pm	Crab Feed (CC)
February 2&3 9&10	Murder Mystery (CC)
April 20                                              Time TBD	Earth Day Event (CC Parking Lot)
May 4                                                8am -1pm	Debris day, shred day, e-waste, mattresses, compost (Corp Yard)
May 3/4 & 10/11                              two weekends	Rhubarb Revue (CC)
June 14, 28 July 12, 26 Aug 9	Creekside Fridays (CC)
August 23                                        5pm – 7pm Sept 6	Creekside Unplugged at the Cabin
September 21                                      3pm- 8pm	Oktoberfest

## Attachment C

### Summary of Comments from Special 7/26 Board Work Session in Kay and Eastwood Parks

#### Kay Park

Grass looks good

Explore Gazebo for the Park

Clean picnic tables/area

Update signage

Replace/paint rusted maintenance/irrigation boxes

Replace trees that are removed (need standard)

#### Eastwood Park

Grass looks good

Consider painting restroom

Explore Gazebo for Park

Replace missing Eastwood Park sign in Glenwood Parking Lot

Remind people it's ok to park in the gravel lot at Northern Ave/Eastwood Way.

Clean up picnic area in southern area of the park (e.g., add wood chips, trim back brush)

Clean picnic tables (e.g., power wash, refinish)

Liked the trimmed back pathway from Northern to the playground

Gravel parking lot is ok for now, maybe explore costs to pave in the future

Explore fenced in area for dogs (maybe ask PARC to explore)

Restripe ADA parking space



## TAMALPAIS COMMUNITY SERVICES DISTRICT

Staff Report  
September 13, 2023

**TO: BOARD OF DIRECTORS**

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

**SUBJECT: RECEIVE MONTHLY FINANCIAL REPORTS**

### RECOMMENDATION

Receive and file the August 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 reports may be delayed by an additional month due to other factors (e.g., vacations), but for the most part we will meet the above schedule.



**DISCUSSION**

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

<b>Institution</b>	<b>Account</b>	<b>July 31, 2023</b>	<b>August 31, 2023</b>
Wells Fargo	General Checking	\$ 637,034.32	\$ 398,384.44
Wells Fargo	General Savings	\$ 357,659.39	\$ 1,323,479.85
Wells Fargo	General Merchant Services	\$ 15,858.34	\$ 17,720.17
State of CA - LAIF	General Account	\$9,478,285.04	\$8,478,285.04
<b>TOTALS</b>		<b>\$10,488,837.09</b>	<b>\$10,217,869.50</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 August 2023 are attached to this report (Attachment A). The largest disbursement for the period was to Kaiser Foundation Health Plan in the amount of \$16,847.04 for August 2023 Medical Premiums.

The year-to-date annual budget report (Attachment B) is through the end of August 2023. The report gives the cumulative totals for the fiscal year with budget comparisons. YTD Parks and Recreation revenues are \$29,247.34, which is 2% of the budget. YTD Wastewater revenues are \$112,185.27, which is 2% of the budget. Finally, YTD Solid Waste revenues are YTD \$23,638.83, which is 1% of the budget.

The County disperses property tax payments to public agencies in installments within a fiscal year. The District expects its first disbursement 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 Wells Fargo Transaction Account

Date	Num	Name	Memo	Amount
08/25/2023		QuickBooks Payroll Service	Created by Payroll Service on 08/23/2023	61,074.17
08/11/2023		QuickBooks Payroll Service	Created by Payroll Service on 08/10/2023	59,324.59
08/14/2023	100463	U. S. Bank Corporate Payment System	Credit Card Purchases - Statement July 24, 2023	18,395.58
08/02/2023	100444	Kaiser Foundation Health Pln	August 2023 Medical	16,847.04
08/23/2023	100474	J W Mobile/Napa Truck Service	20: Replace Packer Hoses; 15: Front Body Left Side Mount Broken Welds; 12: Replace Back Pressure Sensor; 95:	14,431.67
08/09/2023	100439	Pump Repair Service Co. Inc.	Bell Lane Pump Station: Servicing Pumps; Flamingo Stations Pumps Repaired	14,270.04
08/11/2023	100462	Marin County Employees Retirement Sys.	PP16 2023 Jul 29 - Aug 11, 2023	12,773.17
08/25/2023	100492	Marin County Employees Retirement Sys.	PP17 2023 Aug 12 - Aug 25, 2023	12,712.98
08/09/2023	100435	Marin Sanitary Service	July 2023 Solid Waste 113.72 tons @\$106.52/T	12,113.49
08/09/2023	100434	Marin Resource Recovery Center	Green Waste, 93.05 Tons @ \$96.60/T, Aug 2023	8,988.52
08/09/2023	100432	Envirolutions, LLC	SB 1383 Complainece Route Audit	7,614.40
08/11/2023	100459	Marin County Employees Retirement Sys.	PEPRA W/H PP16 2023 Jul 29 - Aug 11, 2023	4,992.43
08/25/2023	100493	Marin County Employees Retirement Sys.	PEPRA W/H PP17 2023 Aug 12 - Aug 25, 2023	4,959.36
08/24/2023	44338	Nute Engineering	July Engineering Services Project #9067 : Corp. Yard Fence Replacement Project; Project #9067 :	4,957.50
08/28/2023	100494	Mowry, Robert	Pickleball Instructor- 65% Share of \$6,495 Fees Deposited Apr'23	4,221.75
08/23/2023	100473	Diesel Direct	607.9 gal Diesel, for Above Ground Tank	3,309.21
08/23/2023	100495	Teamsters Anthem PPO	Medical Insurance Premium August	3,303.26
08/31/2023	100496	Teamsters Anthem PPO	Medical Insurance Premium September	3,303.26



Tamalpais Community Services District  
 Disbursements from Wells Fargo Transaction Account

Date	Num	Name	Memo	Amount
08/31/2023	44342	Delta Dental	Aug and Sept. 2023 Employee Dental Coverage	3,261.72
08/23/2023	100471	Bay Cities Refuse Service, Inc.	Good Earth, Dumping Trash Compactor July 2023, 9 Trips, 13.14 tons	2,995.90
08/31/2023	100502	Pacific Window Cleaning & Janitorial, Inc	Cleaning Services August 2023	2,350.00
08/23/2023	100475	Matrix Computer Solutions	IT services	2,111.05
08/09/2023	100438	Pacific Window Cleaning & Janitorial, Inc	Cleaning Services July 2023	2,100.00
08/31/2023	100503	Roy's Sewer Service, Inc.	Monthly Cleaning	1,850.00
08/31/2023	100499	Clements Tree Service	Remove Dead Oak Tree at Hawk Hill	1,450.00
08/31/2023	100498	AT&T	Office Data Lines, Wireless Services & Comm. Ctr. Alarm Phone Lines	1,432.51
08/18/2023	100466	North Bay Pensions LLC	Determination of amts. to be accrued & disclosed under GASB 75 Valuation as of June 30 2022	1,200.00
08/31/2023	100501	Pacific Gas & Electric	Office, Shop, Cabin and CC Gas & Electricity and Kay Park and Eastwood Electricity	1,199.82
08/09/2023	100431	Best Best & Kreiger	Attorney fees	1,146.00
08/23/2023	100477	Perfect Timing Personnel Services, Inc.	Front Desk Sub: Aug 14-16, 2023	996.59
08/11/2023	100443	Barbee, Dan	Creekside Friday Band- Marble Party - August 11, 2023	900.00
08/25/2023	100478	Baudoin, Brian Francis	Band for 8/25 Creekside Friday Unplugged at Cabin	850.00
08/31/2023	100506	King, Madeleine	Band for 9/8 Creekside Friday Unplugged at Cabin	850.00
08/09/2023	100442	Wells Fargo Fin. Lse. - RMC	Copier Lease 7/20- 8/19/23	688.94
08/14/2023	100464	Perfect Timing Personnel Services, Inc.	Front Desk Sub: Aug 10-11, 2023	671.38
08/09/2023	100441	Sysco	Creekside Friday #5	630.97
08/11/2023	100460	Employee Personal W/H	Employee Personal W/H	500.00
08/25/2023	100490	Employee Personal W/H	Employee Personal W/H	500.00



Tamalpais Community Services District  
 Disbursements from Wells Fargo Transaction Account

Date	Num	Name	Memo	Amount
08/23/2023	100470	Atco Pest Control	Pest Control for Eastwood Park and Community Center	450.00
08/23/2023	100476	Miller Starr Regalia	Greene Vs. Kenyon Litigation, July 2023	360.00
08/31/2023	100500	Jackson's Hardware	Tools - comp rec saw and fastener; Case of 4cycl Fuel	337.53
08/23/2023	100468	AT&T	Bunce Pump Stn 8/11-9/10	324.07
08/09/2023	100433	Janice Clement Event Planning & Mgmt.	Kitchen Management at Creekside Friday on 7/28	320.00
08/09/2023	100437	North Bay Bottling	Drinking Water Jul'23	315.00
08/23/2023	100467	Access Answering Service	Answering Service - July-Sept	276.00
08/14/2023	100465	Urban Forestry Associates Inc	Site inspection - Pines along Durant Way	268.00
08/09/2023	100440	Rocky Soil Landscaping, Inc.	Irrigation Check at Kay Park (made repairs as needed)	225.00
08/31/2023	100504	Stericycle, Inc.	September 2023 Medical Waste Services	185.66
08/02/2023	100429	Ramos, Orlando (v)	Boot Allowance 2022	176.40
08/09/2023	100430	Schwartz, Jack (v)	Reimbursement Seniors' Lunches and DialPad Meeting Monthly Charge	162.69
08/31/2023	100497	Schwartz, Jack (v)	Reimbursement Seniors' Lunches	152.21
08/11/2023	100445	Schwartz, Jack (v)	Reimbursement Seniors' Lunches	151.38
08/31/2023	44340	VSP Vision Service Plan (CA)	Employee Vision Coverage August	133.67
08/23/2023	100469	AT&T (Internet)	Internet plan	128.40
08/11/2023	100461	Teamsters Anthem PPO	Employee Portion Medical Insurance Premium August	119.67
08/25/2023	100491	Teamsters Anthem PPO	Employee Portion Medical Insurance Premium September	119.67
08/01/2023	44339	VSP Vision Service Plan (CA)	Employee Vision Coverage July	119.03
08/23/2023	100472	Bio-Pest	Ant Control Service, DOS 7/10/23	95.00
08/09/2023	100436	Napa Auto Parts- DNG Enterprises	5: Ignitioin Switch Parts	87.64
08/26/2023	44341	Optum Financial (COBRA)	May- COBRA Administration for TCSD Staff	4.44



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

Date	Name	Memo	Amount
08/03/2023	Carhartt Inc.	Starting Uniform T-shirts	\$ 2,259.55
08/10/2023	United Site Services	ADA porta potty for CF	\$ 1,060.77
08/28/2023	Global Industrial	Traffic Cones Qty.30	\$ 768.02
08/01/2023	ASAP Marketplace	Extra Porta Potty for CF	\$ 426.90
08/01/2023	Streamline, Inc.	Streamline member fee- August 2023	\$ 375.00
08/10/2023	O'Reilly Auto Parts	96: Battery	\$ 354.01
08/01/2023	Microsoft	Software Licenses	\$ 350.00
08/06/2023	Verizon Wireless	Device & Data Plan	\$ 334.60
08/24/2023	Marin Lumber Inc.	Eastwood Park Restroom Closer	\$ 331.03
08/03/2023	Comcast	Internet Jul 13 - Aug 12 @ 305 Bell Ln.	\$ 255.98
08/10/2023	Go To Communications, Inc.	(415)388-6393 Voice & Data Lines and Wireless Services	\$ 249.98
08/02/2023	Staples Business Credit	Copieer Paper, Certificate Paper and Pens	\$ 229.11
08/17/2023	Carhartt Inc.	Uniform T-shirts	\$ 208.86
08/29/2023	Rafael Lumber	Split Rail for community center	\$ 208.26
08/03/2023	Transbay Security services	Installed Lock to Eastwood Bathroom	\$ 180.00
08/13/2023	ASAP Marketplace	Extra Porta Potty for CF	\$ 161.19
08/28/2023	My Parking Sign	Parking Signs at all ADA parking spots	\$ 153.93
08/23/2023	Shamrock	Waterplug for sealing leaks in wet well pump stn.	\$ 151.19
08/03/2023	Comcast	Internet Jul 13 - Aug 12 @ 203 Marin Ave.	\$ 141.59
08/03/2023	Novato Glass	Glass to replace door of popcorn machine	\$ 132.80
08/08/2023	QuickBooks Time, Inc.	Online Time Card Service- Jul 2023	\$ 132.00
08/17/2023	Amazon.com	P&R Supply/ Tool box restock (markers, gaff tape, zip	\$ 129.48
08/19/2023	Amazon.com	P&R Tool box items	\$ 125.26
08/10/2023	Verizon Wireless	Data Plan for Refuse Driver's iPads	\$ 120.48
08/09/2023	BingBanners	Signage for Creekside Friday Unplugged at Cabin	\$ 108.34
08/02/2023	Terminix	Pest Control Servicing at Community Center & Main Office	\$ 106.00
08/03/2023	Petersen Plumbing Services	Kay Park Fountain Maint.	\$ 99.00
08/22/2023	Martin Bros. Supply	Concrete for ADA Parking Signs	\$ 79.50
08/27/2023	Costco	Board Meeting Snacks and Office Coffee	\$ 78.55
08/15/2023	Pipeline Products	To replace fiber glass stem extension Bell Lane Pump Stn.	\$ 61.07
08/01/2023	O'Reilly Auto Parts	Tools for removing steering wheel to replace key lock	\$ 53.02
08/29/2023	BingBanners	Oktoberfest Signage	\$ 49.39
08/04/2023	Harbor Freight Tools	Pry Bars to clean under ejection blade of satellite trucks	\$ 36.34
08/29/2023	The Junction	Lunch Meeting P&R Staff with Board Member	\$ 32.48
08/13/2023	Shutter Stock	Stock Images for P&R	\$ 29.00
08/29/2023	BingBanners	Oktoberfest Signage	\$ 17.55



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

08/14/2023	Chevron	Propane for tanks	\$ 13.51
08/29/2023	Tax1099.com	Online Submission of 1099 Tax Form Correction	\$ 4.65
08/18/2023	Amazon.com	P&R Tool box items	\$ 4.22
08/29/2023	Apple Store	Apple Storage	\$ 2.99



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

	<b>WASTEWATER DEPT.</b>			
	August 2023 (16.6% 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	\$ 5,143.00	\$ 31,200	16%	
4104 · Muir Woods Sanitation Svc. Chrg.	\$ 74,545.37	\$ 55,906	133%	
4420 · Interest Revenue	\$ 32,496.90	\$ 26,700	122%	
Total Revenue	<u>\$ 112,185.27</u>	<u>\$ 6,145,806</u>	<u>2%</u>	
Expense				
5010 · Salaries				
5011 · Wages and P.T.O	\$ 63,566.87	\$ 391,820	16%	
5012 · Overtime Pay	\$ 1,224.79	\$ 4,543	27%	
5013 · Performance Recognition	\$ -	\$ 7,816	0%	
5014 · Temporary Help	\$ 891.67	\$ 8,295	11%	
Total 5010 · Salaries	<u>\$ 65,683.33</u>	<u>\$ 412,474</u>	<u>16%</u>	
5020 · Employee Benefits				
5021 · Health Insurance	\$ 7,180.35	\$ 54,017	13%	
5022 · Retirement Contributions	\$ 12,334.48	\$ 73,315	17%	
5023 · Social Security and Medicare	\$ 5,016.11	\$ 31,400	16%	
5025 · Retiree Medical Insurance	\$ 1,852.62	\$ 22,822	8%	
5026 · Reserve-Retiree Medical Insu.	\$ -	\$ 24,860	0%	
Total 5020 · Employee Benefits	<u>\$ 26,383.56</u>	<u>\$ 206,414</u>	<u>13%</u>	
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%	
Total 5110 · Wastewater Treatment Expense	<u>\$ -</u>	<u>\$ 2,608,575</u>	<u>0%</u>	
5140 · Sewer System Maint. & Repair	\$ 76,804.77	\$ 225,000	34%	
5330 · Tree & Landscaping	\$ -	\$ 10,000		
5400 · TCSD Board Fees	\$ 664.00	\$ 5,000	13%	
5401 · Professional Services	\$ 1,963.30	\$ 60,000	3%	
5420 · Staff Training & Travel Expense	\$ 110.77	\$ 7,381	2%	
5425 · Office and Technology	\$ 2,984.70	\$ 19,200	16%	
5430 · Telephone and Alarms	\$ 2,239.70	\$ 15,000	15%	
5431 · Public Communications	\$ -	\$ 7,000	0%	
5432 · Insurance	\$ 45,442.86	\$ 55,000	83%	
5437 · Miscellaneous	\$ -	\$ 1,000	0%	
5438 · Fees and Permits	\$ 3,425.46	\$ 37,000	9%	
5439 · Utilities	\$ 1,141.32	\$ 9,000	13%	
5440 · Fuel Expense	\$ 150.00	\$ 12,000	1%	
5450 · Maintenance and Supply	\$ 4,514.11	\$ 100,000	5%	
5470 · Yard & Bldg. Improvements	\$ -	\$ 10,000		
5483 · Debt Issuance Costs	\$ -	\$ 1,340,000	0%	
Total Expense	<u>\$ 231,507.88</u>	<u>\$ 5,140,044</u>	<u>5%</u>	



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

<b>SOLID WASTE DEPT.</b>				
	August 2023 (16.6% 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	\$ 891.00	\$ 7,600	12%	
4410 · Donations/Fundraising/Grants	\$ -	\$ 5,000	0%	
4420 · Interest Revenue	\$ 22,747.83	\$ 18,690	122%	
<b>Total Revenue</b>	<b>\$ 23,638.83</b>	<b>\$ 2,828,290</b>	<b>1%</b>	
<b>Expense</b>				
5010 · Salaries				
5011 · Wages and P.T.O	\$ 102,042.39	\$ 699,737	15%	
5012 · Overtime Pay	\$ 9,003.40	\$ 52,934	17%	
5013 · Performance Recognition	\$ -	\$ 13,642	0%	
5014 · Temporary Help	\$ 891.68	\$ 25,000	4%	
<b>Total 5010 · Salaries</b>	<b>\$ 111,937.47</b>	<b>\$ 791,313</b>	<b>14%</b>	
5020 · Employee Benefits				
5021 · Health Insurance	\$ 22,220.04	\$ 141,000	16%	
5022 · Retirement Contributions	\$ 27,300.08	\$ 181,132	15%	
5023 · Social Security and Medicare	\$ 8,524.09	\$ 58,930	14%	
5025 · Retiree Medical Insurance	\$ 3,340.62	\$ 43,616	8%	
5026 · Reserve-Retiree Medical Insu.	\$ -	\$ 27,940	0%	
<b>Total 5020 · Employee Benefits</b>	<b>\$ 61,384.83</b>	<b>\$ 452,618</b>	<b>14%</b>	
5210 · Solid Waste Disposal Expense				
5211 · Waste Disposal Fees	\$ 29,434.88	\$ 190,937	15%	
5212 · Recycling Fees	\$ -	\$ 50,000	0%	
5213 · Green Waste Disposal Fees	\$ 16,679.60	\$ 116,284	14%	
5214 · Debris Day Expenses	\$ -	\$ 21,679	0%	
5210 · Solid Waste Disposal Expense	\$ 46,114.48	\$ 378,900	12%	
5400 · TCSD Board Fees	\$ 264.00	\$ 3,500	8%	
5401 · Professional Services	\$ 8,546.90	\$ 185,000	5%	
5420 · Staff Training & Travel Expense	\$ 110.77	\$ 3,300	3%	
5425 · Office and Technology	\$ 2,979.66	\$ 20,000	15%	
5430 · Telephone and Alarms	\$ 946.44	\$ 7,300	13%	
5431 · Public Communications	\$ -	\$ 25,000	0%	
5432 · Insurance	\$ 44,567.86	\$ 79,000	56%	
5437 · Miscellaneous	\$ -	\$ 1,040	0%	
5438 · Fees and Permits	\$ 1,704.50	\$ 43,300	4%	
5439 · Utilities	\$ 274.79	\$ 3,600	8%	
5440 · Fuel Expense	\$ 4,848.58	\$ 91,500	5%	
5450 · Maintenance and Supply				
5451 · General Supplies	\$ -	\$ 3,448	0%	
5452 · Maint. & Supply Contract Svc	\$ 3,116.18	\$ 14,801	21%	
5454 · Vehicle Repair & Maint.	\$ 14,683.32	\$ 210,000	7%	
5456 · Bridge Tolls	\$ 510.00	\$ 4,268	12%	
5457 · Solid Waste Carts & Bins	\$ -	\$ 38,737	0%	
5461 · Meeting Supplies	\$ 26.18	\$ 814	3%	
<b>Total 5450 · Maintenance and Supply</b>	<b>\$ 18,335.68</b>	<b>\$ 272,068</b>	<b>7%</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>\$ 302,015.96</b>	<b>\$ 2,421,940</b>	<b>12%</b>	





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

**PARKS AND RECREATION DEPT.**

	August 2023 (16.6% of year)	Budget 2023-24	% of Budget Spent	Comments
Ordinary Revenue/Expense				
Revenue				
4301 · Taxes	\$ 5,231.87	\$ 1,058,250	0%	
4303 · Tia's After School Program Rev	\$ -	\$ 30,600	0%	
4310 · Facilities Rental & Fees	\$ 4,402.00	\$ 28,350	16%	
4320 · Park Rentals	\$ 574.00	\$ 2,730	21%	
4330 · Class Fees	\$ 180.00	\$ 30,906	1%	
4350 · TCSD Event Revenue	\$ 9,110.40	\$ 73,800	12%	
4410 · Donations/Fundraising/Grants	\$ -	\$ 4,899	0%	
4420 · Interest Revenue	\$ 9,749.07	\$ 8,010	122%	
4430 · Miscellaneous Revenue	\$ -	\$ 2,040	0%	
<b>Total Revenue</b>	<b>\$ 29,247.34</b>	<b>\$ 1,239,585</b>	<b>2%</b>	
Expense				
5011 · Wages and P.T.O	\$ 64,147.11	\$ 423,104	15%	
5012 · Overtime Pay	\$ 1,392.04	\$ 6,544	21%	
5013 · Performance Recognition	\$ -	\$ 8,448	0%	
5014 · Temporary Help	\$ 6,867.59	\$ 38,064	18%	
<b>Total 5010 · Salaries</b>	<b>\$ 72,406.74</b>	<b>\$ 476,160</b>	<b>15%</b>	
5020 · Employee Benefits				
5021 · Health Insurance	\$ 11,536.51	\$ 60,000	19%	
5022 · Retirement Contributions	\$ 12,521.23	\$ 79,244	16%	
5023 · Social Security and Medicare	\$ 5,671.81	\$ 40,000	14%	
5025 · Retiree Medical Insurance	\$ 330.55	\$ 4,360	8%	
5026 · Reserve-Retiree Medical Insu.	\$ -	\$ 9,350	0%	
<b>Total 5020 · Employee Benefits</b>	<b>\$ 30,060.10</b>	<b>\$ 192,954</b>	<b>16%</b>	
5300 · Events Expense	\$ 12,177.56	\$ 76,450	16%	
5330 · Tree & Landscaping Services	\$ 1,450.00	\$ 30,000	5%	
5331 · Landscaping Contract Svc	\$ 5,950.00	\$ 73,000	8%	
5332 · McGlashan Trail Maintenance	\$ 350.00	\$ 4,500	8%	
5333 · Vegetation Management	\$ 268.00	\$ 40,000	1%	
5340 · Instructor Fees	\$ 4,221.75	\$ 9,647	44%	
5341 · Tia's Afterschool Program Exp	\$ 560.00	\$ 11,434	5%	
5400 · TCSD Board Fees	\$ 1,272.00	\$ 5,529	23%	
5401 · Professional Services	\$ 1,043.50	\$ 35,000	3%	
5420 · Staff Training & Travel Expense	\$ 149.45	\$ 6,000	2%	
5425 · Office and Technology	\$ 3,043.73	\$ 18,847	16%	
5430 · Telephone and Alarms	\$ 2,361.58	\$ 14,542	16%	
5431 · Public Communications	\$ 69.00	\$ 3,846	2%	
5432 · Insurance	\$ 22,783.93	\$ 37,240	61%	
5437 · Miscellaneous	\$ -	\$ 473	0%	
5438 · Fees and Permits	\$ 2,356.57	\$ 24,841	9%	
5439 · Utilities	\$ 3,652.87	\$ 19,995	18%	
5440 · Fuel Expense	\$ -	\$ 4,458	0%	
5450 · Maintenance and Supply				
5451 · General Supplies	\$ 791.55	\$ 9,580	8%	
5452 · Maint. & Supply Contract Svc	\$ 4,613.92	\$ 23,966	19%	
5454 · Vehicle Repair & Maint.	\$ 38.66	\$ 3,854	1%	
5458 · Cabin/Comm.Ctr. Maint. & Supply	\$ 362.19	\$ 8,655	4%	
5459 · Park Maint.	\$ 1,605.49	\$ 10,729	15%	
5461 · Meeting Supplies	\$ 58.67	\$ 866	7%	
<b>Total 5450 · Maintenance and Supply</b>	<b>\$ 7,470.48</b>	<b>\$ 57,650</b>	<b>13%</b>	
5470 · Yard & Bldg. Improvements	\$ -	\$ 10,000		
5471 · Minor Equipment	\$ -	\$ 3,432	0%	
<b>Total Expense</b>	<b>\$ 171,647.26</b>	<b>\$ 1,155,998</b>	<b>15%</b>	

**TAMALPAIS COMMUNITY SERVICES DISTRICT****Staff Report  
September 13, 2023**

**TO: BOARD OF DIRECTORS**

**FROM: GARRETT TOY, TREASURER  
SARAH MEHTAR, FINANCE AND PROGRAMS MANAGER**

**SUBJECT: RECEIVE QUARTERLY TREASURER'S REPORT**

**RECOMMENDATION**

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

**BACKGROUND**

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

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

**DISCUSSION**

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

<b>Institution</b>	<b>Account</b>	<b>July 31, 2023</b>	<b>August 31, 2023</b>
Wells Fargo	General Checking	\$ 637,034.32	\$ 398,384.44
Wells Fargo	General Savings	\$ 357,659.39	\$ 1,323,479.85
Wells Fargo	General Merchant Services	\$ 15,858.34	\$ 17,720.17
State of CA - LAIF	General Account	\$9,478,285.04	\$8,478,285.04
<b>TOTALS</b>		<b>\$10,488,837.09</b>	<b>\$10,217,869.50</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.

In July 2023, the district received \$64,993.80 in interest earnings from LAIF for the Apr-Jun 2023 quarter. Prior to that, the quarter ending 03/31/23 (Jan-Mar), TCSD earned \$41,002.93 in LAIF interest. For the quarter ending 12/31/22 (Oct-Dec), TCSD earned \$29,609.00 in LAIF interest. And quarter ending 09/30/22 (Jul-Sept), TCSD earned \$7,348.55 in LAIF interest.

**FISCAL IMPACT**

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

**ATTACHMENTS**

- A. LAIF Monthly Statement as of July 31, 2023 and August 31, 2023
- B. LAIF Performance Report

California State Treasurer  
**Fiona Ma, CPA**



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

August 04, 2023

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

TAMALPAIS COMMUNITY SERVICES DISTRICT

GENERAL MANAGER  
 305 BELL LANE  
 MILL VALLEY, CA 94941

[Tran Type Definitions](#)

Account Number: XXXXXXXXXX

July 2023 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
7/14/2023	7/19/2023	QRD	1734431	N/A	SYSTEM	64,993.80

**Account Summary**

Total Deposit:	64,993.80	Beginning Balance:	9,413,291.24
Total Withdrawal:	0.00	Ending Balance:	9,478,285.04

California State Treasurer  
**Fiona Ma, CPA**



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

September 07, 2023

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

**TAMALPAIS COMMUNITY SERVICES DISTRICT**

GENERAL MANAGER  
305 BELL LANE  
MILL VALLEY, CA 94941

[Tran Type Definitions](#)

Account Number: [REDACTED]

August 2023 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
8/8/2023	8/7/2023	RW	1737236	1697628	ALAN H. SHEAR	-1,000,000.00

**Account Summary**

Total Deposit:	0.00	Beginning Balance:	9,478,285.04
Total Withdrawal:	-1,000,000.00	Ending Balance:	8,478,285.04



## PMIA/LAIF Performance Report as of 09/06/23



### Quarterly Performance Quarter Ended 06/30/23

LAIF Apportionment Rate <sup>(2)</sup> :	3.15
LAIF Earnings Ratio <sup>(2)</sup> :	0.00008636172883763
LAIF Administrative Cost <sup>(1)*</sup> :	0.06
LAIF Fair Value Factor <sup>(1)</sup> :	0.984828499
PMIA Daily <sup>(1)</sup> :	3.26
PMIA Quarter to Date <sup>(1)</sup> :	3.01
PMIA Average Life <sup>(1)</sup> :	260

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

August	3.434
July	3.305**
June	3.167
May	2.993
April	2.870
March	2.831

### Pooled Money Investment Account Monthly Portfolio Composition <sup>(1)</sup> 07/31/23 \$173.5 billion

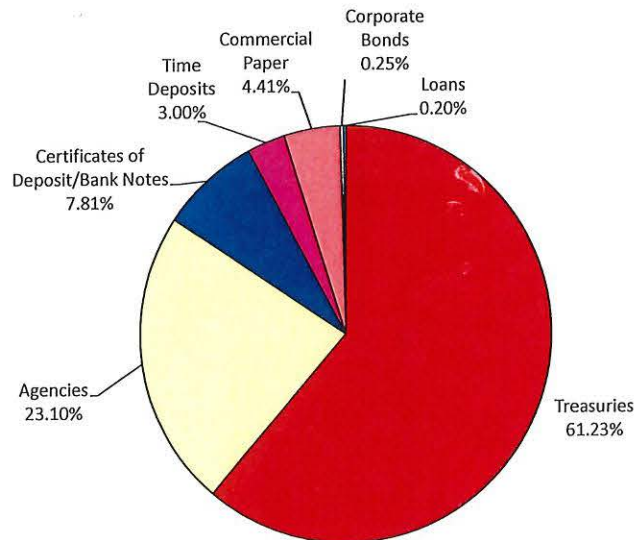


Chart does not include \$2,786,000.00 in mortgages, which equates to 0.002%. Percentages may not total 100% due to rounding.

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

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

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

\*\* Revised

Source:

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

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

Agenda Item No. 6.D.

Date: August 17, 2023

To: Garrett Toy, Jim Jacobs and Steffen Bartschat

cc: Sarah Mehtar, Natalie Callahan-Worthington

Re: SASM Board of Commissioners Meeting, August 17, 2023

I attended the SASM Board Meeting in Jim Jacobs' absence this evening. The meeting was called to order 6:00pm.

Commissioners present: President Lou Kious, Vice President Al Leibof, Peter McIntosh, Jeff Brown (for Jim Jacobs), Stephen Burke.

Commissioners absent: Todd Gates.

Staff present: WWTP Director Mark Grushayev.

Public present: Bonner Beuhler

The only agenzized item was the consent calendar, which contained the following:

1. Consideration of the Minutes of the July 20, 2023, meeting.
2. Monthly Report.
3. Consideration of a Budget Adjustment for FY 2023-24 in the amount of \$150,000.

The consent calendar passed unanimously.

The meeting was adjourned at 6:01pm.

Respectfully Submitted,

Jeff Brown

TCSD Alternative Representative

Agenda Item No. 6.D.

I attended the SMCSD Board of Directors Meeting on Sept. 2, 2023 at noon.

1. New Business

A. Approve The Sausalito-Marín 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./J P Morgan Securities 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.

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Steve Levine  
Sept. 2, 2023





## TAMALPAIS COMMUNITY SERVICES DISTRICT

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### TCSO BOARD OF DIRECTORS MEETING

#### MINUTES

WEDNESDAY, AUGUST 9, 2023, AT 7:00 P.M.

#### 1. CALL TO ORDER

The Tamalpais Community Services District Board of Directors Meeting was called to order by President Bartschat at 7:03 pm on Wednesday, August 9, 2023.

#### 2. ROLL CALL

President Steffen Bartschat

Vice President Jeff Brown, Directors Jim Jacobs (absent), Steve Levine, Mat McMahon

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

Others present: Laura Booth, Biologist National Park Service; Tracy Clay, Marin County DPW Principal Engineer, Marin County Flood & Water Control District; Pippin Cavagnaro, Nute Engineering

#### 3. APPROVE AGENDA

MOTION TO APPROVE THE AGENDA

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

#### 4. PUBLIC EXPRESSION

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

Resident at 256 Cardinal Rd shared her concerns with the culvert in her neighborhood. With the rough winter last year, the neighbors brought the issues to the Flood Control and Stephanie Moulton Peters. She is wanting some updates. Pres. Bartschat mentioned Flood Control is speaking tonight and suggested she stay to ask

for any updates.

Laurie Riley, pickleball teacher at Eastwood Park, addressed the Board wanting to make sure they are following the guidelines at Eastwood Park courts. GM Toy suggested they attend the next PARC meeting.

## 5. REGULAR BUSINESS: Board Actions

- A. Introduction of Laura Booth, New Biologist with National Park Service. Laura Booth handles vegetation management and leads volunteer groups. Laura Booth presented on local wildflowers; discussed community volunteer projects: keeping invasive plant cover less than 1 %; mapping and treating species that threaten ecosystem resilience; planting around parking lot.

Laura Booth also mentioned they removed 3.2 acres of Marincello Portuguese Broom in June. Creating potential return of the Blue Butterfly.

The Board asked questions of Ms. Booth.  
There was no public comment.

- B. Presentation by Tracy Clay, Marin County DPW Principal Engineer, Marin County Flood and Water Control District regarding Flood Control Zone 3 activities.

Ms. Clay discussed maintenance for Flood Zone 3:

Creek & Levee maintenance:

- Levees are mowed in the spring and rodent burrows filled in twice a year.
- Spot sediment removal
- Vegetation maintenance up and down the levee.

Pump Station maintenance (Shoreline, Cardinal Rd and Crest Marin pump stations):

- Regular maintenance of all three pump stations include inspection, test pump engines annually, look at all the electrical & mechanical components.
- They are working on two pumps this year at Cardinal Rd – pump #2 and motor for pump #1.

Ms. Clay discussed projects for Flood Zone 3:

1. Crest Marin Pump Station assessment:

- Pump station 45 years old. Standard design life is 30-50 years.
- Contract awarded to Schaaf & Wheeler in January 2023 for this assessment.
- A report summarizing the condition assessment will be completed this month.

2. Cardinal Rd. levee seepage mitigation project:
  - Increase seepage through this levee on Coyote Creek was reported on Cardinal Rd in 2022.
  - A geo technical engineer evaluated alternatives and recommended installing a sheet pile wall alongside the existing concrete floodwall.
  - The Flood District only has approval for design and permitting of the sheet pile wall.

3. Coyote Creek to Bothin Marsh sediment reuse project:
  - They are pursuing a measure AA grant for design and construction of a pilot to reuse Sediment from Coyote Creek in Bothin Marsh for habitat benefit.

Potential upcoming projects:

- Crest Marin watershed storm drain study.
- Crest Marin pump station and storm drainage upgrade.

Next Flood Zone 3 Advisory Board Meeting will be held on October 10, 2023.

The Board and a resident of 256 Cardinal Rd. asked questions of Tracy Clay.

**MOTION TO MOVE AGENDA ITEM 5D IN FRONT OF 5C.**

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

- D. Discussed/consider approval for proposed design/layout of the Community Center/ Corporation Yard Fence Replacement Project.

Staff and Pippin Cavagnaro, from Nute Engineering, went through the plans in detail. The Board discussed the matter and asked questions of staff and Mr. Cavagnaro.

There was no public comment.

**MOTION TO APPROVE PROPOSED COMMUNITY CENTER/CORPORATION YARD FENCE DESIGN IN GENERAL TERMS SUBJECT TO FURTHER DISCUSSIONS WITH THE NEIGHBORS.**

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

- C. Discussed/ received the status update for each of the nine adopted TCSD goals and priorities for 2022-2023.

The Board noted that one goal was inadvertently omitted. The goal omitted was to explore the concept of a central gathering park/plaza. Staff concurred and indicated they will give an update on the goal at the September 13, 2023, board meeting.

The Board discussed and asked questions of the staff.

There was no public comment.

- E. Discussed introduction 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.

Staff made presentation.

The board discussed the matter and asked questions of staff.

There was no public comment.

**MOTION TO INTRODUCE AND WAIVE FIRST 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: J. BROWN / S. BARTSCHAT      AYES: 4 (S. BARTSCHAT, J. BROWN, S. LEVINE, M. McMAHON)      NAYS: 0      ABSENT: 1 (J. JACOBS)**

- F. Discussed / consider approval for employee cell phone reimbursement policy. Staff presented the proposed cell phone reimbursement policy.

The board discussed and asked questions of staff.

There was no public comment.

**MOTION TO ADOPT THE RESOLUTION APPROVING THE CELL PHONE REIMBURSEMENT POLICY.**

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

- G. Received report on solid waste collection route reviews.

Staff reported the overall results showed residents sorted material well and kept contamination out of recycling and organics. There were 363 containers audited, including residential and commercial accounts, during the one-week period of the route reviews from June 20-23, 2023, with 82 containers containing prohibited contaminan

The Board discussed the matter and asked questions of staff.

There was no public comment.

- H. Discussed / consider authorizing the GM to purchase two Curbtender Solid Waste Collection vehicles in an amount not to exceed \$455,000 which includes tax, license, and fees.

Staff reported that the new vehicles would replace the 2013 and 2015 trucks which are at the end of their useful life as primary route vehicles. These two older vehicles would become the new back-up vehicles. Staff recommend that TCSD declare the older 2006 and 2007 vehicles surplus and that they try to sell the vehicles.

The purchase of two new Curbtenders to replace older vehicles will significantly reduce maintenance costs, improve vehicle reliability, and provide greater flexibility in meeting the California Air Resources Board Advanced Clean Fleet regulations.

Staff anticipate annual maintenance savings of \$50,000, which would result in a “pay-back” period for one vehicle of approximately 4 years.

The adopted FY23-24 Solid Waste Vehicle Replacement Fund budgeted \$350,000 for the purchase of two collection vehicles. The Board will need to appropriate an additional \$150,000 for the purchase of the vehicles. Specifically, \$50,000 will come from Solid Waste Vehicle Replacement Fund Reserves and \$65,000 from the Solid Waste Capital Reserves fund balance. Staff does not recommend financing the purchases because of high interest rates, availability of vehicle replacement funds, and sufficient capital reserves remaining after the purchase.

The Board discussed and asked questions of the staff.

There was no public comment.

**MOTION TO AUTHORIZE THE GENERAL MANAGER TO PURCHASE TWO CURBTENDER SOLID WASTE COLLECTION VEHICLES IN AN AMOUNT NOT TO EXCEED \$455,000 WHICH INCLUDES TAX, LICENSE, AND FEES.**

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

## 6. REGULAR BUSINESS: Information Items

### A. General Manager Report

GM Toy, shared with the Board the following:

- Eastwood Park restroom lock works
- PG&E update: PG&E needs to get a permit from Caltrans because they need to close Tennessee Valley Rd for their underground project.
- Staff and the Board had a general discussion on ADA concerns brought up by Richard Skaff via email and conversations with staff and Board members.

There was no public comment.

### B. Received monthly financial reports.

There was no public comment.

### C. Receive sewer treatment plant update reports: SMCSD and SASM

SMCSD: Dir Levine report on the August 1, 2023, meeting:

1. No New Business on agenda.

2. GM Report:

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

b. Operations and Maintenance.

. Completed planned wet well maintenance.

. PG&E finally provided permanent power to the new Coloma Pump Station.

c. Projects:

. Clarifier and Headworks Gate Rehab: to increase capacity and redundancy for primary treatment. Project design 98% complete. Bids due in September.

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 September. Rate funded budget of \$200,000.

SASM: Director Brown report on July 20, 2023, meeting:

The only agenized item was the consent calendar, which contained the following:

1. Consideration of the minutes of the June 15, 2023, meeting.
2. Monthly report.
3. Consideration of a Budget Adjustment for FY 2023-24.

The consent calendar passed unanimously.

#### 7. CONSENT CALENDAR

- A. Approve minutes of July 26, 2023, special meeting in Kay Park
- B. Approve minutes of July 26, 2023, special meeting in Eastwood Park
- C. Approve minutes of July 12, 2023, regular meeting
- D. Approve agreement with Croce, Sanguinetti, & Vander Veen for annual financial audit and other financial services in an amount not-to-exceed \$35,375.

#### MOTION TO APPROVE THE CONSENT CALENDAR

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

8. FUTURE AGENDA ITEMS

A. Review of meeting

Dir McMahon suggested next discussion on fence project to plan a fieldtrip to view existing fence.

B. Board input for future Board Meeting Agendas

Summary of Board comments from last work session regarding Kay Park and Eastwood Park.

9. ADJOURNMENT

MOTION TO ADJOURN

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

THE MEETING WAS ADJOURNED AT 9:53 PM

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





## TAMALPAIS COMMUNITY SERVICES DISTRICT

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### TCSO BOARD OF DIRECTORS SPECIAL WORK SESSION MEETING

#### MINUTES

WEDNESDAY, AUGUST 23, 2023, AT 1:00 P.M.

#### 1. CALL TO ORDER

The Tamalpais Community Services District Board of Directors Special Work Session Meeting was called to order by Vice President Brown at 1:03 pm on Wednesday, August 23, 2023 at the TCSO Corporation Yard.

#### 2. ROLL CALL

President Steffen Bartschat (absent)

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

Staff Present: General Manager (GM), Garrett Toy; Assistant General Manager (AGM), Alan Shear; TCSO Clerk, Natalie Callahan; Operations Superintendent, Mike Quecke; Driver, Mark Mencarelli

Others present: Pippin Cavagnaro, Nute Engineering

#### 3. APPROVE AGENDA

MOTION TO APPROVE THE AGENDA

WITH MOVING ITEM 5B IN FRONT OF 5A

M/S: S. LEVINE / M. McMAHON AYES: 3 (J. BROWN, S. LEVINE, M.

McMAHON) NAYS: 0 ABSENT: 2 (S. BARTSCHAT, J. JACOBS)

#### 4. PUBLIC EXPRESSION

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

There was no public expression.

5. REGULAR BUSINESS: Board Actions

- B. Discussed approving purchase of kitchen compost pails for all residential customers in a not-to-exceed amount of \$30,000.

Staff made presentation and showed a sample of the kitchen compost pail.

The board discussed and asked questions of staff.

There was no public comment.

MOTION TO APPROVE PURCHASE OF KITCHEN COMPOST PAILS FOR ALL RESIDENTIAL CUSTOMERS IN A NOT-TO-EXCEED AMOUNT OF \$30,000.

M/S: J. BROWN /S. LEVINE      AYES: 3 (J. BROWN, S. LEVINE, M. McMAHON)      NAYS: 0      ABSENT: 2 (S. BARTSCHAT, J. JACOBS)

- A. Staff and the Board discussed Solid Waste and Wastewater administration, operations, maintenance, equipment/vehicles, capital improvement projects, policies, and other related issues and toured the facilities.

The Board asked questions of the staff.

There was no public comment.

6. ADJOURNMENT

MOTION TO ADJOURN

M/S/C: S. LEVINE / J. Brown      AYES: 3 (J. BROWN, S. LEVINE, M. McMAHON)      NAYS: 0      ABSENT: 2 (S. BARTSCHAT, J. JACOBS)

THE MEETING WAS ADJOURNED AT 2:27 PM

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