

PORT COSTA SANITARY COMMISSION

Regular Business Meeting
AGENDA FOR WEDNESDAY, MAY 8, 2019

TIME: 7:00 PM
PLACE: Port Costa School, 1 Plaza Del Hambre, Port Costa

The Port Costa Sanitary Commission is an agent of the Crockett Community Services District.

1. CALL TO ORDER – ROLL CALL
2. CALL FOR REQUESTS TO CONSIDER ITEMS OUT OF ORDER
3. PUBLIC COMMENTS ON NON-AGENDA ITEMS:
(The Board is prohibited from discussing items not on this agenda. Matters brought up that are not on the agenda may be referred to staff for action or calendared on a future agenda.)
4. PUBLIC HEARING:
5. ADMINISTRATIVE:
 - a. Consider report on actions taken by the District Board.
 - b. Receive Self-Monitoring Report cover letter for March 2019.
 - c. Invite representative from the Port Costa Sanitary Commission to participate in the development of the Cost Allocation Rates for FY 2019/20.
6. BUDGET AND FINANCE:
 - a. Consider monthly Summary Worksheet and staff report on other financial matters.
 - b. Receive 10-month FY 18/19 financial report and preliminary budget for FY 19/20.
7. WASTEWATER:

Consider three year Services Agreement between Crockett Community Services District and Valley Operators, LLC. Provide recommendation to the District Board.
8. REPORT OF DEPARTMENT MANAGER: (These items are typically for exchange of information only. No action will be taken at this time.)
 - a. Operations, maintenance and capital improvements.
 - b. Governmental matters.
 - c. Announcements and discussion.

9. REPORTS FROM COMMISSIONERS: (These items are typically for exchange of information only. No action will be taken at this time.)
 - a. Budget & Finance Committee – Members Mann and Surges
 - b. Inter-agency Meetings:
10. CONSENT CALENDAR: Consideration of a motion to approve the following items:
 - a. Approve Minutes of April 10, 2019.
 - b. Receive Status Report on outstanding issues.
11. FUTURE AGENDA ITEM:
Engineering proposal to inspect and assess septic tank.
12. COMMENTS FROM COMMISSIONERS:
13. ADJOURNMENT to June 12, 2019.

You will find the Minutes of this meeting posted on our website at www.town.crockett.ca.us
Visit our website for more information on meetings and activities of the Crockett Community Services District and the towns of Crockett and Port Costa on the picturesque Carquinez Strait of the San Francisco Bay.

In compliance with the Americans with Disabilities Act of 1990, if you need special assistance to participate in a District meeting, or if you need a copy of the agenda, or the agenda packet, in an appropriate alternative format, please contact the General Manager at (510) 787-2992. Notification of at least 48 hours prior to the meeting or time when services are needed will assist District staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

In accordance with California Government Code Section 54957.5, any writing or document that is a public record, relates to an open session agenda item, and is distributed less than 72 hours prior to a regular meeting will be made available for public inspection at the Crockett Community Services District Office in Crockett. If, however, the document or writing is not distributed until the regular meeting to which it relates, then the document or writing will be made available to the public at the location of the meeting, as listed on this agenda. The office address is 850 Pomona Street, Crockett, California, 94525.

April 27, 2019

William Burrell
Water Resource Control Engineer
San Francisco Bay Regional
Water Quality Control Board
1515 Clay Street, Suite 1400
Oakland, CA 94612

SUBJECT: Self-Monitoring Report Submittal for March 2019 for Crockett Community Services
District (CCSD) WWTP Port Costa, CA

The Legally Responsible Official (LRO) for CCSD is James Barnhill, contact phone number (510) 787-2992. The Chief Plant Operator is Nicholas Gaunt with Valley Operators, a licensed California Wastewater Treatment Plant Contract Operator (40029), contact phone number (925) 698-4636.

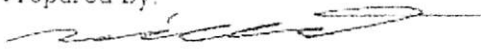
The CCSD Port Costa WWTP contracts laboratory testing with Eurofins Environmental Laboratories, Inc., which is an ELAP, certified lab. All sampling and testing analysis records are maintained and available for inspection during normal business hours at the contract lab located at 5063 Commercial Circle Suite H, Concord, CA 94520-8577 (925) 689-9022.

The monthly report for March 2019 and first quarter 2019 has been uploaded to the CIWQS website.

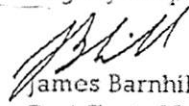
During the month of March no exceedances occurred.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designated to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Prepared by:


Nicholas Gaunt,
Chief Plant Operator

Legally Responsible Official:


James Barnhill
Port Costa Manager

cc: Casey Wichert, Valley Operators

PORT COSTA SANITARY DEPARTMENT

of the Crockett Community Services District

P.O. Box 578 - Crockett, CA 94525

Telephone (510) 787-2992

Fax (510) 787-2459

e-mail: manager@town.crockett.ca.us

website: www.town.crockett.ca.us

MONTHLY SUMMARY WORKSHEET

PREPARED FOR MTG.: 4/24/19 LATEST FUND REPORT: 4/11/19

OPERATING FUND 3425

CASH CARRIED FORWARD:	\$2,610.77	ACCRUED DEBT:	
ACTIVITY:			
CHECKS (1088-1094)	(\$10,771.08)	PYs due CVSan Dept.	\$24,233.49
Payroll recovery	(\$1,814.41)	Loan#2 due CVSan	\$277,963.36
DEPOSIT	\$0.00		
Trns from Investments	15,000.00		

CASH BALANCE:	\$5,025.28	ACCRUED DEBT:	\$302,196.85
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ADV ON SUC BEG. BALANCE:	\$112,507.00
No activity	\$0.00
Ending Balance	\$112,507.00

INVESTED BEGIN. BALANCE:	\$45,630.15
Trns to cash	(\$15,000.00)
Interest LAIF	\$0.00
Ending Balance	\$30,630.15

FUND BALANCE:	\$148,162.43	\\san\pc\bud&fin\wrksht
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106,500
4/16
-90K
4/17

106,500
4/16

+90K
4/17

04/15/19

Reconciliation Detail

FUND 3425 - PC SANITARY - O&M, Period Ending 04/11/2019

Type	Date	Num	Name	Memo	Clr	Amount	Balance
Beginning Balance							160,747.92
Cleared Transactions							
Checks and Payments - 10 Items							
Check	03/21/2019	1088	Valley Operator...	WWTP monthly service - invoice 993	X	-4,000.00	-4,000.00
Check	03/21/2019	1089	U.S. BANK	Lab testing, phone alarm, share of GM traini...	X	-847.06	-4,847.06
Transfer	03/21/2019			Payroll recovery PCSAN to REC Mar 1-15	X	-38.34	-4,885.40
Check	04/05/2019	1090	H&R Plumbing a...	Manhole P-00-00A rehab	X	-4,400.00	-9,285.40
Transfer	04/05/2019			Payroll recovery PCSan to CVSan	X	-1,764.22	-11,049.62
Check	04/05/2019	1094	Sierra Chemical ...	Sodium Hypochlorite	X	-534.43	-11,584.05
Check	04/05/2019	1091	PG&E	Electricity	X	-359.59	-11,943.64
Check	04/05/2019	1093	L.R. PAULSELL...	High Pressure Pipeline cleaning invoice 19-4	X	-345.00	-12,288.64
Check	04/05/2019	1092	Specialized Elec...	Videofied monitoring Apr-Jun PC WWTP	X	-285.00	-12,573.64
Transfer	04/05/2019			Payroll recovery PCSAN to REC	X	-11.85	-12,585.49
Total Checks and Payments						-12,585.49	-12,585.49
Total Cleared Transactions						-12,585.49	-12,585.49
Cleared Balance						-12,585.49	148,162.43
Register Balance as of 04/11/2019						-12,585.49	148,162.43
Ending Balance						-12,585.49	6.a

Commissioners: Rene Beauchemin, Tom Cusack, John Mann, Anne Scheer, Joe Surges

FY 2019-20 PORT COSTA SANITARY DEPARTMENT BUDGET - FUND 3425 PRELIMINARY 4/30/2019

	PY 2017-18 Actual	FY 2018-19 Approved Budget	FY 2018-19 Est. Year End	FY 2018-19 Prelim Budget
Collection System				
Liability Insurance	\$ 3,325	\$ 3,425	\$ 3,723	\$ 4,178
Profess. Services.	\$ 0	\$ 500	\$ 1,000	\$ 1,000
Sewers Maint.	\$ 4,690	\$ 5,800	\$ 12,118	\$ 10,000
Other Operating	\$ 0	\$ 100	\$ 1,800	\$ 1,000
Permits & Fees	\$ 2,088	\$ 2,140	\$ 2,286	\$ 2,331
Total Collection System	\$ 10,103	\$ 11,965	\$ 20,927	\$ 18,509
Treatment Plant				
Generator fuel / oil	\$ 53	\$ 100	\$ 0	\$ 100
Property Insurance	\$ 812	\$ 852	\$ 974	\$ 1,217
Contract Operator	\$ 48,000	\$ 49,200	\$ 48,000	\$ 54,000
Chemicals	\$ 2,477	\$ 3,914	\$ 4,132	\$ 3,304
Hardware/Supplies & Misc.	\$ 680	\$ 800	\$ 344	\$ 800
Profess. Svcs. (Engineer, Lab, Technici	\$ 39,090	\$ 35,671	\$ 19,667	\$ 20,927
Electricity	\$ 3,265	\$ 2,954	\$ 3,157	\$ 3,210
Alarm system phone	\$ 1,150	\$ 1,580	\$ 1,585	\$ 1,580
Cap. Replacement	\$ 1,806	\$ 25,000	\$ 2,820	\$ 3,000
Operating fees/permits	\$ 4,238	\$ 4,289	\$ 4,564	\$ 4,401
Other Operating - septic cleaning	\$ 1,760	\$ 10,000	\$ 2,000	\$ 43,000
Total Treatment Plant	\$ 103,331	\$ 134,360	\$ 87,243	\$ 135,539
Administrative				
Elections	\$ 0	\$ 35	\$ 77	\$ 0
Crime Insurance	\$ 28	\$ 25	\$ 25	\$ 25
Memberships	\$ 2,392	\$ 2,435	\$ 2,432	\$ 2,480
Office / Postal	\$ 193	\$ 250	\$ 216	\$ 250
Profess. Svcs.(admin)	\$ 1,286	\$ 3,500	\$ 2,073	\$ 3,500
Printing/Publishing	\$ 1,393	\$ 1,535	\$ 1,502	\$ 1,547
Software Subscription	\$ 0	\$ 0	\$ 169	\$ 350
Vehicle/Travel/Meetings	\$ 26	\$ 50	\$ 88	\$ 100
Other	\$ 420	\$ 400	\$ 771	\$ 1,600
County Charges	\$ 557	\$ 575	\$ 644	\$ 660
Sub-Total Administrative	\$ 6,295	\$ 8,805	\$ 7,997	\$ 10,512
Salaries and Benefits (O&M)	\$ 16,429	\$ 19,890	\$ 21,642	\$ 26,396
Other Payroll Exp. (WC premiums etc.	\$ 0	\$ 0	\$ 0	\$ 0
Total Administrative	\$ 22,724	\$ 28,695	\$ 29,639	\$ 36,908
Total O&M Expenses	\$ 136,158	\$ 175,020	\$ 137,808	\$ 190,956
Non-Operational Expenses				
Loan Principle	\$ 88,959	\$ 89,931	\$ 89,932	\$ 36,474
Loan Interest on PY Cap Projects	\$ 10,511	\$ 13,653	\$ 12,236	\$ 12,692
Non-Op Other	\$ 0	\$ 0	\$ 7,800	\$ 0
Fixed Assets and Other				
Capital Projects Allocation	\$ 0	\$ 4,100	\$ 6,240	\$ 68,000
Allocation to operating reserves	\$ 0	\$ 26,000	\$ 0	\$ 35,000
Contingency Reserve	\$ 0	\$ 13,248	\$ 0	\$ 19,096
Total Expenditures	\$ 235,628	\$ 321,952	\$ 246,216	\$ 362,218
TOTAL APPROPRIATIONS	\$ 235,628	\$ 321,952	\$ 246,216	\$ 362,218
TOTAL REVENUES				
Sewer use charge	\$ 237,236	\$ 262,501	\$ 262,501	\$ 272,528
Capacity charge	\$ 0	\$ 0	\$ 0	\$ 0
Permit fees	\$ 0	\$ 180	\$ 180	\$ 180
Interest (non-op)	\$ 0	\$ 0	\$ 1,031	\$ 0
Misc fees / cost recovery (ops)	\$ 0	\$ 0	\$ 3,533	\$ 0
Grants (non-op)	\$ 0	\$ 0	\$ 0	\$ 0

**PORT COSTA SANITARY DEPARTMENT
PRELIMINARY BUDGET FY 19/20 (4/30/2019)**

GENERAL FUND 3425: EXPENDITURE DETAIL

	PY Actuals	Current Budget	10 Month Actual	Estimated	Preliminary Budget
	FY 17/18	FY 18/19	FY 18/19	FY 18/19	FY 19/20
415 · SEWAGE COLLECTION *****					
415.30 · INSURANCE - Liability	3,324.84	3,425.00	3,723.03	3,723.03	4,178.00
415.55 · PROF. SVCS. (Coll.)	0.00	500.00	1,000.00	1,000.00	1,000.00
415.70 · MAINTENANCE	4,690.00	5,800.00	10,667.50	12,117.50	10,000.00
415.96 · OTHER OPERATING (Coll.)	0.00	100.00	1,800.00	1,800.00	1,000.00
415.96.2c · Permits & Fees (Coll.)	2,088.00	2,140.00	2,286.00	2,286.00	2,331.00
Total 415 · SEWAGE COLLECTION *****	10,102.84	11,965.00	19,476.53	20,926.53	18,509.00
416.25 · GASOLINE, OIL, FUEL	\$53.09	\$100.00	\$0.00	\$0.00	\$100.00
416.31 · INSURANCE - Property	\$811.79	\$852.00	\$974.35	\$974.35	\$1,217.00
416.51.1pc · Treatment Plant Operators	\$48,000.00	\$49,200.00	\$40,000.00	\$48,000.00	\$54,000.00
416.51.2pc · Chemicals	\$2,476.91	\$3,914.00	\$3,479.98	\$4,131.98	\$3,304.00
416.51.3pc · Hardware, Supplies, & Misc	\$679.59	\$800.00	\$293.52	\$343.52	\$800.00
416.56.2pc .3pc · Prof. Svcs. - Engineer	\$16,053.75	\$17,971.00	\$8,091.25	\$8,091.25	\$5,000.00
416.56.3pc · Prof. Svcs. -Technician	\$7,492.00	\$5,700.00	\$3,010.00	\$3,010.00	\$5,000.00
416.56.7pc · Prof. Svcs. - Lab Testing	\$15,299.50	\$12,000.00	\$6,916.00	\$8,566.00	\$10,727.00
416.56.x · Prof. Svcs. - Attorney / Other	\$244.86	\$0.00	\$0.00	\$0.00	\$200.00
416.91.1pc · Electricity	\$3,264.58	\$2,954.00	\$2,595.53	\$3,156.53	\$3,210.00
416.91.6pc and 416.96.3 · Plant Alarm System	\$1,150.16	\$1,580.00	\$1,511.18	\$1,585.18	\$1,580.00
416.96.1 · Capital Replacements (Treat.)	\$1,806.46	\$25,000.00	\$2,820.31	\$2,820.31	\$3,000.00
416.96.2 · Permits & Fees (Treat.)	\$4,238.00	\$4,289.00	\$4,149.00	\$4,564.00	\$4,401.00
416.96 · OTHER OP (Treat) - Septic Cleaning	\$1,760.00	\$10,000.00	\$0.00	\$2,000.00	\$43,000.00
416.99 · ENFORCEMENT PENALTIES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total 416 · SEWAGE TREATMENT *****	103,330.69	134,360.00	73,841.12	87,243.12	135,539.00
417. ADMIN/GENERAL					
417.21 · ELECTIONS	0.00	35.00	77.18	77.18	0.00
417.31 · INSURANCE -Crime(employee bond)	28.04	25.00	0.00	25.00	25.00
417.36 · MEMBERSHIPS - BACWA & CASA	2,391.63	2,435.00	2,427.00	2,432.00	2,480.00
417.41 · OFFICE POSTAL / SUPPLIES	192.59	250.00	176.25	216.25	250.00
417.56 · PROF SVCS (Admin) Attorney/Auditor	1,285.92	3,500.00	1,672.63	2,072.63	3,500.00
417.61 · PRINTING/ PUBLISHING	1,393.35	1,535.00	1,370.70	1,502.30	1,547.00
417.70 · SOFTWARE SUBSCRIPTION	0.00	0.00	168.58	168.58	350.00
417.80 · VEHICLE / TRAVEL REIMBURSEMEN	25.69	50.00	67.84	87.84	100.00
417.96 · OTHER ADMIN. / RECOVERY	419.66	400.00	767.49	771.49	1,600.00
417.96.3pc · County Charges	557.02	575.00	643.71	643.71	660.00
Total 417 · ADMIN / GENERAL *****	6,293.90	8,805.00	7,371.38	7,996.98	10,512.00
6560 · PAYROLL EXPENSES *****					
6.1dMc · GM's O&M Wages	5,022.60	6,105.00	4,892.75	6,163.21	6,780.00
6.1ds · Secrtry. O&M Wages	315.55	392.00	344.41	447.93	492.00
6.1ds · Dept. Mgr's O&M Wages	9,398.07	11,387.00	9,482.26	12,681.70	14,330.00
11.1dMc · GM O&M Benefits GM	604.86	729.00	621.61	780.61	1,300.00
11.1ds · Secrtry. O&M Benefits	52.70	65.00	44.09	59.15	349.00
11.1as · Dept. Mgr's O&M Benefits	1,035.15	1,212.00	1,140.70	1,509.00	3,145.00
Total 6560 · PAYROLL EXPENSES *****	16,428.93	19,890.00	16,525.82	21,641.60	26,396.00
Total O&M Expense	136,156.36	175,020.00	117,214.85	137,808.23	190,956.00
Non-Op and Capitol Expenses					
416.212 · LOAN PRINCIPAL (non-op)	\$88,958.58	\$89,931.00	\$89,931.51	\$89,931.51	\$36,474.00
419.1 · Loan Interest - Non-Op Expense	10,511.28	13,653.00	12,236.13	12,236.13	12,692.00
111.x · Capitol Sewer Projects and CCTV	0.00	4,100.00	6,240.00	6,240.00	68,000.00
419 · Non-Op Expense - Other	0.00	0.00	700.00	7,800.00	0.00
Operating Reserves - Budget Allocation					
Septic Tank Replacement(\$300k over 10yrs)		12,000.00			30,000.00
Discharge Permit Reserve(\$40k over 5yrs)		10,000.00			2,000.00
Plumbing Pipe Reserve (\$15K over 5yrs)		2,000.00			3,000.00
RWQCB Violation Fines Reserve		2,000.00			0.00
Contingency 10%		13,248.00			19,096.00
TOTAL EXPENSES	\$235,626.22	\$321,952.00	\$226,322.49	\$254,015.87	\$362,218.00
Net Ordinary O&M Income	101,079.64	87,661.00	146,676.30	129,436.78	81,752.00
Net Include. Contingency, Capital, & Reserves	\$1,609.78	(59,271.00)	37,568.66	13,229.14	\$ (89,510.00)

**PORT COSTA SANITARY DEPARTMENT
PRELIMINARY BUDGET FY 19/20 (4/30/2019)**

Sewer Use Charge \$1,973

GENERAL FUND 3425: REVENUE DETAIL

	PY Actual FY 17/18	Adopted FY 18/19	10 Month Actual FY 18/19	Estimated Total FY 18/19	Preliminary Budget FY 19/20
301.0 Sewer use charge	\$237,236.00	\$262,501.00	\$262,501.00	\$262,501	\$272,528.00
303.0 Capacity charge	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
302.0 Permit fees	\$0.00	\$180.00	\$60.00	\$180.00	\$180.00
306.0 Misc fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SUB-TOTALS O&M	\$237,236.00	\$262,681.00	\$262,561.00	\$262,681.00	\$272,708.00
311.0 Interest	\$0.00	\$0.00	\$630.15	\$1,031.00	\$0.00
318.0 Cost recovery (Non-op)	\$0.00	\$0.00	\$700.00	\$3,533.00	\$0.00
317.0 Short-term Loans	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
319.0 Grants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL REVENUE	\$237,236.00	\$262,681.00	\$263,891.15	\$267,245.00	\$272,708.00

FUND 3425 - BALANCE OVERVIEW

	PY ACTUAL FY 17/18	ADOPTED FY 18/19	ESTIMATED FY 18/19	DKAF I BUDGET FY 19/20	
Opening Cash Balance					
Septic Tank Replacement Reserve	\$ 6,820.15	\$ 16,820.15	\$ 16,820.15	\$ 28,820.15	
Discharge Permit Reserve	\$ 36,000.00	\$ 29,946.25	\$ 29,946.25	\$ 32,908.75	
Plumbing Pipe Refurb. Reserve	\$ 7,000.00	\$ 10,000.00	\$ 10,000.00	\$ 12,000.00	
RWQCB Violation Fines Reserve	\$ 33,000.00	\$ 6,000.00	\$ 6,000.00	\$ 8,000.00	
Contingency Reserve ***	\$ -	\$ -	\$ -	\$ -	
Carry Over (unallocated)	\$ 21,207.95	\$ 42,871.48	\$ 42,871.48	\$ 44,938.12	
TOTAL OPENING CASH BALANCE	\$ 104,028.10	\$ 105,637.88	\$ 105,637.88	\$ 126,667.02	
ESTIMATED REVENUE	\$237,236.00	\$262,681.00	\$ 267,245.00	\$ 272,708.00	
ESTIMATED O&M EXPENSES	\$ (136,156.36)	\$ (175,020.00)	\$ (137,808.23)	\$ (190,956.00)	
ESTIMATED CAP. PROJ. EXPENSES	\$ -	\$ (4,100.00)	\$ (6,240.00)	\$ (68,000.00)	
ESTIMATED LOAN PRINCIPAL	\$ (88,958.58)	\$ (89,931.00)	\$ (89,931.51)	\$ (36,474.00)	
ESTIMATED LOAN INTEREST	\$ (10,511.28)	\$ (13,653.00)	\$ (12,236.13)	\$ (12,692.00)	
Closing Fund Balance					
Operating Reserves Included in Balance					
Septic Tank Rehab/Replace Reserve	\$ 16,820.15	\$ 28,820.15	\$ 28,820.15	\$ 15,820.15	(\$300K by __ 2029)
Discharge Permit Reserve	\$ 29,946.25	\$ 35,688.75	\$ 32,908.75	\$ 34,908.75	(\$40K by May 2023)
Plumbing Pipe Refurb. Reserve	\$ 10,000.00	\$ 12,000.00	\$ 12,000.00	\$ 15,000.00	(\$15K by Oct 2020)
RWQCB Violation Fines Reserve	\$ 6,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	
Contingency ***	\$ -	\$ 13,248.00	\$ -	\$ 19,096.00	
Interfund G/L non-op adjustment	\$ -	\$ -	\$ -	\$ -	
Carry Over(unallocated)	\$ 42,871.48	\$ (12,142.02)	\$ 44,938.12	\$ (1,571.89)	
TOTAL CLOSING FUND BALANCE	\$ 105,637.88	\$ 85,614.88	\$ 126,667.02	\$ 91,253.01	

*** Unused contingency reserve moves to unallocated general funds at the end of the fiscal year.

Outstanding Debt	Beginning FY 18/19	Actual Ending FY 18/19	Est. Payments FY 19/20	Est. Ending FY 19/20
Crockett Valona Sanitary (WestA Refi)	\$313,437.15	\$277,963.36	\$36,474.15	\$241,489.21
Crockett Valona Sanitary (CCC Refi)	\$54,457.72	\$0.00	\$0.00	\$0.00
Crockett Valona Sanitary (Transfer)	\$24,233.49	\$24,233.49	\$0.00	\$24,233.49
Total Debt	\$392,128.36	\$302,196.85	\$36,474.15	\$265,722.70

Capital Projects for FY 2019/20

PRELIM (4/30/19)

PORT COSTA SANITARY DEPARTMENT

SEWER COLLECTION SYSTEM PROJECTS			CAPITAL IMPROVEMENTS FIXED ASSET	GRANT FUNDED	PCSAN FUNDED
Emergency project(s)			\$10,000.00		\$10,000.00
CCTV Inspection			\$10,000.00		\$10,000.00
	TOTAL		\$20,000.00		
TREATMENT PLANT	CAPITAL REPLACEMENTS O&M			CAPITAL IMPROVEMENTS FIXED ASSET	
Septic Tank Inspections			\$35,000.00		\$35,000.00
Sump high alarm			\$1,500.00		\$1,500.00
Backup chemical pump			\$1,500.00		\$1,500.00
Various emergency WWTP	\$3,000.00		\$10,000.00		\$1,500.00
	TOTAL	\$3,000	\$48,000.00		
EQUIPMENT			CAPITAL IMPROVEMENTS		
No tools or equipment planned			\$0.00		
	TOTAL		\$0.00		
					\$59,500.00

The below programs can be added if additional funding is identified, otherwise to FY 20/21 or later.

Smoke Testing of collection system	\$8,600.00
Sand Replacement Reserve - annual buildup	TBD

SERVICES AGREEMENT BETWEEN CROCKETT COMMUNITY SERVICES DISTRICT AND VALLEY OPERATORS, LLC

This Agreement is made and entered into this _____ day of _____, 2019, by and between Crockett Community Services District, ("District"), and Valley Operators, LLC, ("Contractor") for the purpose of providing wastewater treatment plant operations and maintenance services at the Port Costa Wastewater Treatment Plant.

RECITALS

A. The District desires to engage a contractor to perform wastewater treatment plant operations and maintenance services.

B. The District has determined that Contractor possesses such specialized professional skill and ability, and the Port Costa Sanitary Commission of the Crockett Community Services District has approved the selection of Contractor.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. SCOPE OF SERVICES. Contractor shall perform those services specified in detail in Exhibit A, Contractor's Obligations, which is attached hereto and incorporated herein.

2. EXTRA WORK. Any work or services in addition to the work or services described in Exhibit A shall be performed by Contractor in accordance with the rate for incidental expenses stipulated in Section 5. Except in responding to plant alarms, Contractor shall not be entitled to compensation for extra work unless a written authorization or change order describing the work and payment terms has been executed by the District prior to the commencement of the work.

3. TERM. The term of this Agreement shall commence on October 1, 2019 ("effective date") and extend for three (3) years to a completion date of October 1, 2022, unless this Agreement is sooner terminated as provided herein.

4. TERMINATION. This Agreement may be terminated by the District, for cause, upon five-day advance written notice thereof to the Contractor, or cancelled at any time by written mutual consent. Either Party may terminate this Agreement for its convenience upon (6) months written notice to the other Party.

5. COMPENSATION. The District's total payments to Contractor under this Agreement shall not exceed \$165,600.00 for the three year term of this Agreement. The total payment amount for term of contract includes payments of \$4,400.00 per month plus a total yearly allowance not to exceed \$2,400.00 yearly, for incidental expenses at a rate of \$80.00 per hour plus materials costs.

6. METHOD OF PAYMENT. Subject to the payment limit expressed herein and the provision of services by Contractor, District shall pay Contractor, upon Contractor's submission of a properly documented demand for payment, which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval, which shall not exceed 30 days from the date of submission, of such demand by the head of the Department for which this Agreement is made or his/her designee.

7. INDEPENDENT CONTRACTOR. Contractor, in the performance of the work and services under this Agreement, shall act as and be an independent contractor and not an agent or employee of District or any other governmental entity. Except as the District may specify in writing, Contractor shall have no authority, expressed or implied, to act on behalf of the District in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement, to bind the District to any obligation whatsoever. In addition, Contractor shall receive no premium or enhanced pay for work normally understood as overtime, nor shall Contractor receive holiday pay, sick leave, administrative leave, or pay for any other time not actually worked. The intention of the parties is that Contractor shall not be eligible for benefits and shall receive no compensation from the District except as expressly set forth in this Agreement.

8. ASSIGNABILITY. The parties agree that the expertise and experience of Contractor are material considerations for this Agreement. Contractor shall not assign, transfer, or subcontract any interest in this Agreement, nor the performance of any of Contractor's obligations hereunder, without the prior written consent of the District, and any attempt by Contractor to do so shall be void and of no effect and a breach of this Agreement. For purposes of this Section, a resident of the District who is not a licensed contractor may be utilized by Contractor as an employee, consultant or otherwise without this constituting an assignment, transfer or subcontract of interest in this Agreement.

9. INDEMNIFICATION.

a. To the fullest extent permitted by law, Contractor shall indemnify, defend with counsel acceptable to District, and hold harmless District and its officers, elected and appointed officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, reasonable attorney's fees, costs, expert witness fees, and fees of litigation) (collectively, "Liability") for any damage, injury or death arising out of or in connection with Contractor's performance of Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of District.

b. The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate Liability or because the Contractor evaluates Liability and determines that the Contractor is not liable to claimant. The Contractor must respond within 30 days to the tender of any claim for defense and indemnity by the District, unless this time has been extended by the District. If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Contractor under and by virtue of this Agreement as shall reasonably be considered necessary by the District, may be retained by the District until disposition has been made of the claim or suit for damages, or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

c. With respect to third party claims against the Contractor, the Contractor waives any and all rights of any type to express or implied indemnity against the Indemnitees.

d. However, notwithstanding the foregoing, in accordance with California Civil Code Section 1668, nothing in this Agreement shall be construed to exempt the District from its own fraud, willful injury to the person or property of another, or violation of law.

e. District agrees that the Contractor shall not have any liability for pre-existing plant violations, and shall not have liability for any future plant violation. The Contractor shall be liable for, and shall indemnify and defend the District against, any claim for property damage or bodily injury that occurs

as a result of the Contractor's negligent act, error, or omission, or willful misconduct. It is the responsibility of the Contractor to demonstrate to the reasonable satisfaction of the District that any damages or injuries did not occur as a result of Contractor's operations or negligent acts or omissions attributable to Contractor, subcontractor, or anyone acting under the direction or control of Contractor.

10. INSURANCE REQUIREMENTS. During the entire term of this Agreement and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements:

a. Liability Insurance. Contractor shall provide comprehensive liability insurance, including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of \$1,000,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property including the loss of the use thereof, arising from each occurrence. Such insurance shall be endorsed to include the District and its officers and employees as additional insureds as to all services performed by Contractor under this agreement. Said policies shall constitute primary insurance as to District, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) shall not be required to contribute to any loss covered under Contractor's insurance policy or policies.

b. Workers' Compensation. Contractor shall provide workers' compensation insurance coverage for its employees.

c. Certificate of Insurance. The Contractor shall provide the District with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If the Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to a policy at any time during the term of this Contract, then Contractor shall provide (a) current certificate(s) of insurance.

d. Additional Insurance Provisions. The insurance policies provided by Contractor shall include a provision for thirty (30) days written notice to District before cancellation or material change of the above specified coverage.

11. OWNERSHIP OF MATERIAL. All reports, documents, or other materials developed or discovered by Contractor or any other person engaged directly or indirectly by Contractor to perform the services required hereunder shall be and remain the property of District without restriction or limitation upon their use.

12. WAIVER. Waiver by District of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by District of the performance of any work or services by Contractor shall not be deemed to be a waiver of any term or condition of this Agreement.

13. CONTRACTOR'S BOOKS AND RECORDS.

a. District desires that the Contractor will comply with the *record retention requirements* stipulated in the most current National Pollutant Discharge Elimination System Order (discharge permit)

issued by the Regional Water Quality Control Board. As of the effective date of this Agreement, Standard Provision IV.A. of the discharge permit requires the following:

"Except for records of monitoring information required by this Order related to the Discharger's sewage sludge use and disposal activities, which shall be retained for a period of at least five years (or longer as required by Part 503), the Discharger shall retain records of all monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this Order, and records of all data used to complete the application for this Order, for a period of at least (3) years from the date of the sample, measurement, report or application. This period may be extended by request of the Regional Water Board Executive Officer at any time."

b. For all services provided by Contractor under this Agreement, with particular focus on sections D.1-2 of Exhibit A, Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the District under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement. Any records or documents that Section 13 of the Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the District. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the agreement shall be subject to the examination and audit of the State Auditor, at the request of District or as part of any audit of the District, for a period of three (3) years after final payment under the Agreement.

14. COMPLIANCE WITH LAW. Contractor shall be subject to and comply with all federal, state, and local laws and regulation applicable with respect to its performance under this Contract, including, but not limited to, licensing, employment and purchasing practices; and wages, hours and conditions of employment, including nondiscrimination.

15. NONDISCRIMINATORY SERVICES. Contractor agrees that all goods and services under this Contract shall be available to all qualified persons regardless of age, sex, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none shall be used, in whole or in part, for religious worship or instruction.

16. NOTICES. All notices and other communications required or permitted to be given under this Agreement shall be given in writing by personal delivery, by electronic mail with verification of receipt, by facsimile transmission with verification of receipt, or by U.S. mail, postage prepaid and return receipt requested, addressed to the respective parties as follows:

To District: James Barnhill, Port Costa Sanitary Dept. Manager
Crockett Community Services District
P.O. Box 578
Crockett, CA 94525

To Contractor: Casey Wichert
Valley Operators, LLC
1923 Crom ST
Manteca, CA 95337

Notice shall be deemed communicated on the earlier of actual receipt, electronic mail receipt notification, or five (5) business days after deposit in the U.S. mail, the date of delivery shown on deliverer's receipt, or by acknowledgment of facsimile transmission.

17. ATTORNEY'S FEES VENUE, INTERPRETATION. In any legal action or proceeding brought for enforcement of this Agreement, the successful party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which the successful party may be entitled. Venue shall be in Contra Costa County Superior Court. This agreement shall be construed as drafted by both Parties and the rule that it shall be interpreted against the drafter shall not apply.

18. PRIOR AGREEMENTS AND AMENDMENTS. This Agreement, including all exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. Subject to the Payment Limit, this Agreement may only be modified by a written administrative amendment duly executed by the parties to this Agreement of their respective designees, subject to any required state or federal approval, provided that such administrative amendment may not materially change this Agreement. Any amendment relating to compensation for Contractor shall be for only a not-to-exceed sum.

19. NONRENEWAL. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by the District under a new contract following expiration or termination of this Contract, and waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

IN WITNESS WHEREOF, the District and Contractor have executed this Agreement effective as of the day and year first above written.

"District"

"Contractor"

Crockett Community Services District Board

Valley Operators, LLC

By: _____
Kent Peterson, Board President

By: _____

Title: _____

Attest: _____
James Barnhill, Port Costa Manager

Employer ID#: _____

Date: _____

Date: _____

PORT COSTA SANITARY DEPARTMENT

of the Crockett Community Services District

P.O. Box 578 - Crockett, CA 94525
Telephone (510) 787-2992
Fax (510) 787-2459
e-mail: manager@town.crockett.ca.us
website: www.town.crockett.ca.us

TO: Port Costa Sanitary Commission / Board of Directors
FROM: Dept. Manager James Barnhill *JB*
SUBJECT: Port Costa Sanitary Department Managers Report for April 2019
DATE: May 1, 2019

The Port Costa Sanitary Department Managers Report highlights items of interest in April 2019.

Operation and Maintenance

- No Sanitary Sewer Overflows (SSO's) occurred in April.
- Operators reported they will remove the weeds over the next two weeks.
- Mr. McDonald responded to an intrusion alarm at the WWTP for skateboarders.
- Identified location in relation to sewer main behind 92 Canyon Lake Drive.

Administrative

- District entered into an Access & Repair agreement with owner at 42 Canyon Lake Drive for lateral replacement. District paid invoice in the amount of \$6,400 to Sewer Works, Inc. To be recovered over three years on tax roll.
- Received request from a District Board Director to tour Port Costa treatment facilities.
- Meeting with property owner on Prospect Ave regarding easement dispute.

PORT COSTA SANITARY COMMISSION

of the Crockett Community Services District

P.O. Box 578 - Crockett, CA 94525
Telephone (510) 787-2992
Fax (510) 787-2459
e-mail: manager@town.crockett.ca.us
website: www.town.crockett.ca.us

MINUTES OF REGULAR MEETING, APRIL 10, 2019

1. CALL TO ORDER: The meeting was called to order at 7:02 PM by Chairperson Surges. Present were Commissioners Beauchemin, Mann, and Cusack along with Dept. Manager Barnhill. Ms. Scheer was absent excused.
2. AGENDA ORDER: There were no requests to hear agenda items out of order.
3. PUBLIC COMMENTS: None.
4. PUBLIC HEARING: None.
- 5.a. DISTRICT BOARD ACTIONS: None.
- 5.b. SELF-MONITORING REPORT: The Commission received the cover letter for the February electronic Self-Monitoring Report (eSMR). Mr. Barnhill said report was certified and submitted by Mr. McDonald through the California Integrated Water Quality System (CIWQS). No violations occurred in February.
- 5.c. RECEIVE GENERAL LIABILITY INSURANCE REPORT: Mr. Barnhill said the Crockett Recreation Department wants to increase the Excess Liability coverage from \$5 million to \$10 million. The Recreation Department has concerns there may be a coverage shortfall if someone is injured severely enough to require lifelong care. Mr. Barnhill said the estimated increase to Port Costa is \$195 annually. There was a consensus of the Commission that the Port Costa Sanitary Department will contribute the estimated \$195 annual share of the premium increase.
- 6.a. FINANCIAL REPORT: The Commission received the monthly Summary Worksheet. Mr. Mann asked if Valley Operators contract has been renewed. Mr. Barnhill said Valley Operators are still working under the current contract. After discussion, staff was directed to submit the contract, unchanged, to Valley Operators along with a request for the contractor to review the O&M Manual and report concerns to District staff.
- 6.b. RECEIVE PRELIMINARY FY 2019/20 BUDGET REPORT: Mr. Mann reported that the Port Costa Budget & Finance Committee recommended no significant changes.
- 7.a. CONSIDER SUSPENDING SEWER USE CHARGE (SUC) STUDY: Mr. Mann reported that it was the decision of the Port Costa Budget & Finance Committee to recommend no Sewer Use Charge (SUC) increase be adopted for FY 2019/20. Mr. Barnhill said it is also the opinion of District staff that the SUC remains unchanged for FY 2019/20. A motion to recommend no SUC increase for FY 2019/20 was unanimous (jm/tc).

7.b. DISCUSS MANHOLE REPAIR AND CONDITION OF CONCRETE: Mr. Barnhill said the concrete removed from manhole (P-00-00A) near the wastewater treatment plant (WWTP) was crumbling and had the potential to collapse into the flow channel. He said the essential repair likely averted a collapse and blockage of wastewater flow to the WWTP. Mr. Barnhill expressed his concern for the unknown condition of other concrete structures within the entire treatment system, specifically concerning is the septic tank lid.

8.a. STAFF REPORT ON OPERATIONS: Mr. Barnhill reported that no Sanitary Sewer Overflows (SSO's) occurred in March. H&R Plumbing has repaired the manhole (P-00-00A) near the wastewater treatment plant (WWTP). He said chemical tanks and secondary containment was installed at the WWTP. The secondary containment for the tote at the septic tank and the tanks at the WWTP were reported via email to RWQCB.

8.b. STAFF REPORT ON GOVERNMENTAL MATTERS: Mr. Barnhill said the tentative draft of the 2nd Nutrient Discharge Permit has been received. He said per Larry Walker Associate understanding Port Costa will not be affected by the permit too much. Publicly owned treatment works which are less than 10 million gallon per day (10mgd) are not required to conduct influent sampling. Nutrient targets in 2024 will affect dischargers greater than 1mgd. It will be required to sample effluent twice per year.

8.c. STAFF ANNOUNCEMENTS: None.

9.a. BUDGET & FINANCE COMMITTEE REPORT: Mr. Mann said the Budget & Finance Committee met on March 26 to discuss the preliminary Budget Report for FY 2019/20. There was a consensus of the Commission to accept the report without significant changes and to recommend that there should be no SUC increase.

9.b. INTER-AGENCY MEETINGS: None.

10. CONSENT CALENDAR: The consent item was approved unanimously (tc/rb):


- a. Approve Minutes of March 13, 2019.
- b. Receive Minutes of March 26, 2019 Budget & Finance Committee.
- c. Receive letter of support of HR 1764 extending NPDES Permit terms.
- d. Receive letter of opposition of SB 332 requiring reduction of wastewater discharge.

11. FUTURE AGENDA ITEMS:
Engineering proposal to inspect and assess septic tank.

12. COMMISSIONER COMMENTS: Mr. Cusack asked that Mr. Barnhill discuss status on the generator inspection and remote shut-off switch that had been brought up in prior meetings. Mr. Barnhill said that he will report status once he hears from West County Wastewater District (WCWD). He said he had informed WCWD of the potential need for inspection and shut-off switch installation and is waiting for WCWD to research the need.

13. ADJOURNMENT: The meeting was adjourned at 7:50 PM until May 8, 2019.

Respectfully submitted,


James Barnhill
April 17, 2019

PC SAN. DEPT. STATUS REPORT

MAY

DATE REF. TASK STATUS NEXT STEP

ADMINISTRATIVE MATTERS

4/15	A-4	Sludge disposal procedure document	review with operators	
Ongoing		Review/revise O&M manual	Reviewed	
Ongoing		Revise sewer system management plan		next audit June 2020
Ongoing		System rehabilitation program	update 5-year plan	Continue video inspection
Ongoing		Property database	Current thru 8/2017	Inventory District property
Ongoing		Financial accounting & budget	Monitoring expenses	adopt FY 19/20 budget

ENGINEERING MATTERS

1/13	E-3	Install high water alarm in sump	Valley to aquire/install float switch	Telstar to tie into PLC
6/08	E-7	#4 filter condition	On hold	Excavate content of filler bed #4
3/16		Railroad crossing	On hold	will approach this if equipment access to WWTP is needed for emergency or maintenance
7/16	E-8	NPDES Reissuance - Discharge study	study performed/submitted by RWQCB. By PCSD request	
		Replace Septic pump	Installed	Monitor performance
1/17		Install backup Watson Marlo chem pump	Pending Valley	Pump to be diagnosed
6/17		Constant Level Gate	Pending assessment	
5/18		Upgrade PLC	contact vendor for estimate	
~6/18		P-03-09 + P-03-05 easement	sent letters to properties	

<u>DATE</u>	<u>REF.</u>	<u>TASK</u>	<u>STATUS</u>	<u>NEXT STEP</u>
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MAINTENANCE MATTERS

8/17		Repair/replace #3 dosing siphon in dosing structure	Pending	
8/17		Remove sludge from septic tank chamber #4	Awaiting engineering assessment	pump Chamber #4 as needed
		Install signage at WWTP	Commission volunteered	Pending
		Condition of plumbing at plant	pending rust removal/paint	
2/17		Replace P-00-01 MH cover	Commission volunteered	construct new lid
2/17		Remove shrubbery	Commission volunteered	Pending
		Transplant sand into filter bed #3	suspended	
7/16		Remove sludge - WWTP Basin/wetwell	3" single diaphragm pump + dewatering bag	schedule work
3/16		Remove all sludge - septic tank	pending assessment	contract with engineer
10/16		Annual load bank/fluid svc on genset	Pending	EST Fall 2019
1/13	M-1	Raise manhole elevations	Received quotes (on hold)	Raise manholes (on hold)
7/12	M-3	Clean/paint plumbing	Identify need	Budget work
7/12	M-4	Repair eroded wet well stopper valve	Define scope of work	Receive add'l quotes for work
7/12	M-5	Reset siphon valve #3	Drain north side/buy parts/ gate valve open	Drain/close valve/ reset valve height

** Larger project tasks are included on the Status Report. Smaller incidental and regular ongoing tasks are excluded from this report.

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