### CROCKETT COMMUNITY SERVICES DISTRICT

## Regular Business Meeting AGENDA FOR WEDNESDAY, DECEMBER 16, 2020

TIME: 7:00 PM

PLACE: \*\* TELECONFERENCE - SEE BELOW \*\*

#### IMPORTANT NOTICE REGARDING COVID-19 AND TELECONFERENCED MEETINGS:

Based on the mandates by the Governor in *Executive Order 33-20* and the County Public Health Officer to shelter in place and the guidance from the CDC, to minimize the spread of the coronavirus, please note the following changes to the District's ordinary meeting procedures:

- The District offices are not open to the public at this time. (See Resolution No. 19/20-18)
- The meeting will be conducted via tele conference using Zoom.
- All members of the public seeking to observe and/or to address the local legislative body may
  participate in the meeting telephonically or otherwise electronically in the manner described
  below. See end of agenda for information on How to Submit Public Comments.

#### HOW TO OBSERVE THE MEETING:

**Telephone:** Listen to the meeting live by calling Zoom at +1 669 900 9128. Enter the Meeting ID# 824 8065 0112 followed by the pound (#) key. More phone numbers can be found on Zoom's website at <a href="https://zoom.us/u/aeON0A5qL">https://zoom.us/u/aeON0A5qL</a>.

Computer: Watch the live streaming of the meeting from a computer by navigating to <a href="https://zoom.us/j/82480650112">https://zoom.us/j/82480650112</a> using a computer with internet access that meets Zoom's system requirements (see <a href="https://support.zoom.us/hc/en-us/articles/201362023-System-Requirements-for-PC-Mac-and-Linux">https://support.zoom.us/hc/en-us/articles/201362023-System-Requirements-for-PC-Mac-and-Linux</a>)

**Mobile**: Login through the Zoom mobile app on a smartphone and enter Meeting ID# 824 8065 0112.

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- 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. REPORTS FROM COMMISSIONERS:

(This item is typically for exchange of information only. No action will be taken at this time.)

- 5. <u>PUBLIC HEARING</u>: (Public comments limited to two minutes for each person with full discussion limited to twenty minutes unless extended by Board President.)
- 6. UPDATE BY DIRECTORS:

Update District Board on actions taken by Director Kirker and Director Peterson.

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- 7. MANAGERS' REPORTS: (These items are typically for exchange of information only. No action will be taken at this time.)
  - a. Recreation Department.
  - b. Maintenance Department.
  - c. Port Costa Sanitary Department.
  - d. Crockett Sanitary Department.
  - e. Governmental matters.
  - f. Announcements and discussion.
- 8. CONSENT CALENDAR: Consideration of a motion to approve the following items:

(Items are subject to removal from Consent Calendar by request of any Board Member on request for discussion by a member of the public. Items removed from the Consent Calendar will be considered with the Administrative Items.)

- a. Approve Miinutes of November 18, 2020.
- b. Approve payment of District bills.
- c. Receive Minutes of Commissions and Committees.
- d. Receive annual report on use of Recreation Taxes (Gov. Code Sec. 50075.3).
- e. Receive annual report on compliance with identity theft regulations (FACTA program).
- f. Approve Payroll Schedule for 2021.

#### 9. <u>ADMINISTRATIVE</u>:

- a. Consider consent Items removed from Consent Calendar.
- b. Election of Officers.
- c. Consider Resolution 20/21-11 re-appointing Louise Choquette to the Crockett Recreation Commission and Howard Adams and Mark Manzione to the Crockett Sanitary Commission for two years.
- d. Accept resignation from Scott Bartlebaugh from the Crockett Sanitary Commission.

#### 10. BUDGET AND FINANCE:

- a. Consider monthly Summary Worksheets and Investment Reports and staff report on financial matters.
- b. Revise Pay Schedule of Wages required by minimum wage increase January 1, 2021.
- c. Receive audit of District FY 19/20 performed by David Farnsworth, CPA.

#### 11. CLOSED SESSION:

a. CONFERENCE WITH LABOR NEGOTIATOR(S): Agency Designated Representative(s) to confer with Crockett Community Services District Board regarding Acting General Manager, Administrative Operations Manager, Wastewater Managing Engineer and District Secretary positions, Pursuant to Government Code Section 54957.6.

#### **OPEN SESSION:**

#### 12. ANNOUNCEMENT OF ACTIONS TAKEN DURING CLOSED SESSION:

#### 13. REPORTS FROM BOARD MEMBERS:

(These items are typically for exchange of information only. No action will be taken at this time.)

- a. Personnel Committee Members Barassi, Bartlebaugh, Cusack and Wilson
- b. Budget & Finance Committee Members Mackenzie and Peterson
- c. Ad Hoc Committees: Strategic Planning, New Offices, Staff Management
- d. Inter-agency meetings:

#### 14. FUTURE AGENDA ITEMS:

Standing Committee appointments; Budget & Finance, Personnel (Jan.).

Discuss and approve Action Plans for 2021 (Jan.).

Discuss policy on delegation of authority to Commissions.

Adopt capital asset depreciation schedule.

Adopt capacity charge ordinance on Accessory Dwelling Units.

Review and adopt ADA compliance plan.

Adopt policy for use of private devices and e-accounts.

Develop policy on proposals for new programs without established funding.

#### 15. BOARD COMMENTS:

#### 16. ADJOURNMENT to January 20, 2021

#### **HOW TO SUBMIT PUBLIC COMMENTS:**

Written/ Read Aloud: Please email your comments to <a href="mailto:manager@town.crockett.ca.us">manager@town.crockett.ca.us</a>, write "Public Comment" in the subject line. In the body of the email, include the agenda item number and title, as well as your comments. If you would like your comment to be read aloud at the meeting (not to exceed three minutes at staff's cadence), prominently write "Read Aloud at Meeting" at the top of the email. All comments received before 3:00 PM the day of the meeting will be included as an agenda supplement on the District's website under the relevant meeting date and provided to the Directors at the meeting. Comments received after this time will be treated as telephonic/electronic comments.

**Telephonic / Electronic Comments**: During the meeting, the Board President or designee will announce the opportunity to make public comments and identify the cut off time for submission. The public can speak up at that time or use the Zoom chat feature to indicate they want to make a public comment. If needed, a short recess (generally less than 10 minutes) will take place during the time public comment is open to allow the comments to be collected. Use Zoom chat or email your comments to <a href="mailto:manager@town.crockett.ca.us">manager@town.crockett.ca.us</a>, write "Public Comment" in the subject line. In the body of the email, include the agenda item number and title, as well as your comments. Once the public comment period is closed, all submitted comments timely received will be read aloud. Comments received after the close of the public comment period will be added to the record after the meeting.

You will find the Minutes of this meeting posted on our website at <a href="www.town.crockett.ca.us">www.town.crockett.ca.us</a> Visit our website for more information on meetings and activities of the Crockett Community Services District and the towns of Crockett and Port Costa.

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. The Board has designated the District's website located at https://www.town.crockett.ca.us/meetings as the place for making those public records available for inspection. The documents may also be obtained by calling the District Manager. 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.

### CROCKETT COMMUNITY SERVICES DISTRICT

P.O. Box 578 - Crockett, CA 94525 850 Pomona Street 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, NOVEMBER 18, 2020

1. CALL TO ORDER: The meeting was called to order at 7:00 PM by President Kirker. Present were Board Members Barassi, Mackenzie and Peterson, along with Recreation Department Manager Wilson and Asst. Dept. Manager Barnhill. Also present was Sanitary Commissioner Wais. Commissioner Bartlebaugh arrived later.

- 2. AGENDA ORDER: There were no requests to hear agenda items out of order.
- 3. PUBLIC COMMENTS: None
- 4. REPORTS FROM COMMISSIONERS: None
- 5. PUBLIC HEARING: None
- 6.a. RECREATION DEPT. REPORT: The Board had received the Minutes of September 14. Mr. Wilson reported the Christmas tree lights are going up in Alexander Park on Saturday, November 21. Director Peterson said if the Community Center needs somewhere to compost their food waste recycling he could work something out at the Old Treatment Plant.
- 6.b. MAINTENANCE DEPARTMENT: No report.
- <u>6.c. PORT COSTA SANITARY DEPT.</u>: The Board had received the Minutes of October 14. Mr. Barnhill reported there were no Sanitary Sewer Overflows (SSO's) or exceedances in October. He said the Port Costa Sanitary Commission approved the smoke testing proposal last month.
- <u>6.d. CROCKETT SANITARY DEPT.</u>: Mr. Barnhill reported there were no Sanitary Sewer Overflows (SSO's) in October. He said the Sanitary Commission approved the Door Hanger Notice.
- 6.e. STAFF REPORT ON GOVERNMENTAL MATTERS: None
- 6.f. STAFF ANNOUNCEMENTS: None
- 7. CONSENT CALENDAR: The consent items were approved unanimously (kp/lb):
  - a. Approve Minutes of October 28, 2020.
  - b. Approve payment of District bills (warrants Rec. 8951-8977; PCSan, 1270-1280; CVSan 6266-6289).
  - c. Receive Minutes of Commissions and Committees.
- 8.a. CONSENT ITEMS REMOVED:
- 8.b. APPROVE MEETING SCHEDULE FOR 2021: The Board reviewed the meeting and holiday schedule for 2021. The Directors agreed to move the April 21 meeting to April 28 and the July

21 meeting to July 28. A motion to approve the meeting and holiday schedule for 2021, as amended, carried unanimously (lb/kp).

- 8.c. MAINTENANCE TAX UPDATE: Director Peterson reported the Crockett Improvement Association (CIA) Parcel Tax Feasibility Committee has presented to the Crockett Community Foundation (CCF) the grant application and described the program to them and received some feedback. The CCF will vote on the grant application next month which is around \$20K to pay for the election and petition drive. Scott Bartlebaugh has presented to the Carquinez Women's Club and received some feedback. The general concern was with the sunset clause and amount of money proposed as a maintenance tax and some think it's too low. He will continue presenting to organizations in town and get more feedback. Director Kirker asked if Phillips 66 has been approached. Director Peterson said he didn't know. Director Kirker said the former Marketing Manager was going to relay information to the new manager that he has made commitments in Crockett. He believes the CCF and Crockett Chamber were involved in organizing a meeting before COVID.
- 8.d. APPROVE RATE SCHEDULE FOR NEW HIRES: Director Peterson reported the wage schedule is only a draft until the Personnel Committee meets to review and make comments. He said the only changes are the four new positions that have been posted. Director Barassi said there is an urgency to approve the wage schedule and move forward in the hiring process and not wait for a Personnel Committee meeting. Director Kirker said he has come up with these salary ranges and divided them into an hourly wage and scaled it. He would like to move forward on an hourly wage with the candidates and bring back to the next continuous Board meeting on Tuesday, November 24. A motion to approve rate schedule for new hires carried unanimously (kp/lb). Mr. Wilson asked under the Crockett Community Services District (CCSD) Administration heading would each department have to pay a percentage of these salaries. Director Kirker said we need clarification. He doesn't think Director Peterson meant to put the Wastewater Operations Manager (WOM) under CCSD. Director Kirker said the WOM salary would be divided between the two sanitary departments. Time spent will be apportioned appropriately for each position.
- 8.e. PER CAPITA GRANT FUNDS: Mr. Wilson reported Crockett qualifies for the Per Capita Grant Program. He said Crockett has been deemed as severely disadvantaged so we will not have to come up with any matching funds for the project. We are eligible for \$177K. The first step in the process is to pass a resolution by the end of the year. The grant has to be submitted by the end of 2021. Director Peterson asked what is projectin. Mr. Wilson said we have to come up with a project. Director Barassi asked if this is the bond that expands recreation opportunities. Mr. Wilson said that is correct. Director Barassi asked if it would cover Memorial Hall. Mr. Wilson said no. A motion to approve Resolution No. 20/21-08 approving application for Per Capita Grant Funds carried unanimously (jm/lb).

#### 9. CLOSED SESSION:

a. CONFERENCE WITH LABOR NEGOTIATOR(S): Agency Designated Representative(s) to confer with Crockett Community Services District Board regarding Acting General Manager, Administrative Operations Manager, District Engineer and District Secretary positions, Pursuant to Government Code Section 54957.6.

OPEN SESSION: The Board resumed in open session at 7:56 pm.

- 10. ANNOUNCEMENT OF ACTIONS TAKEN DURING CLOSED SESSION: Director Kirker reported the Board authorized him to talk with Gaunt Murdock and Vaughn Gunkelman to negotiate a possible hire.
- 11.a. FINANCIAL REPORT: The monthly statements of District finances and reports on investments were examined by the Board.
- 11.b. AWARD CONTRACT FOR HAZARDOUS MITIGATION: Director Peterson reported he has had no response from Synergy on asbestos abatement for the new office building. He asked for an additional bid on a different scope of work and has heard nothing. He would like to continue this item to next month. Director Mackenzie said he spoke with Peter from Synergy today and he would get the bid over as soon as possible.
- 12.a. PERSONNEL COMMITTEE REPORT: None
- 12.b. BUDGET & FINANCE COMMITTEE REPORT: None
- 12.c. AD HOC COMMITTEE REPORTS: Director Peterson said the Strategic Planning Committee met and went over asbestos abatement for the new office building. Director Kirker said he followed up with insurance on abatement issues but has not heard back from them. Commissioner Bartlebaugh arrived at 7:46 pm.
- 12.d. INTER-AGENCY MEETINGS: None

#### 13. FUTURE AGENDA ITEMS:

Election of officers (Dec.).

Receive annual report on use of Recreation Taxes (Gov. Code Sec. 50075.3) (Dec.).

Receive annual report on compliance with identity theft regulations (FACTA program)

Approve Payroll Schedule for 2021 (Dec.).

Discuss policy on delegation of authority to Commissions.

Adopt capital asset depreciation schedule.

Adopt capacity charge ordinance on Accessory Dwelling Units.

Review and adopt ADA compliance plan.

Adopt policy for use of private devices and e-accounts.

Develop policy on proposals for new programs without established funding.

- 14. BOARD COMMENTS: None
- 15. ADJOURNMENT: The meeting was adjourned at 7:54 PM until December 16, 2020.

Respectfully submitted.

Susan Witschi Susan Witschi

December 7, 2020

## **CROCKETT COMMUNITY SERVICES DISTRICT** Crockett Community Services District Auditor's Date: 2/4/20 Fund: 324100 Account: 0830

Date	Name	Memo	Credit	Num
FUND 3241 - RECRE	EATION			
12/04/2020	PG&E	Gas & Electric - #6757445809-0, #82121	1,522.60	8978
12/04/2020	Rosa Ibarra	Event Cancelled Due to COVID	2,368.00	8979
12/04/2020	Ross Recreation Equipment, I	Bench and Plaque for David Botta	2,139.84	8980
12/04/2020	TERRACARE ASSOCIATES	Color Installation & Irrigation Repairs	2,501.00	8981
12/04/2020	Ron Wilson.	Mileage Reimbursement	66.13	8982
12/04/2020	MEYERS NAVE	General Advice	339.12	8983
12/04/2020	AT&T	Phone & Internet - 510-787-2414	400.38	8984
12/04/2020	ASHER H. LABINSKI	Payroll 11/16/20 - 11/30/20	182.54	8985
12/04/2020	SUSAN G. WITSCHI	Payroll 11/16/20 - 11/30/20	2,141.93	8986
12/04/2020	TREVOR B. DEES	Payroll 11/16/20 - 11/30/20	170.80	8987
12/04/2020	RONALD D. WILSON	Payroll 11/1/20 - 11/30/20	2,569.83	8988
12/04/2020	SDRMA	Mem. #5505, Member #5505	1,636.08	8989
12/04/2020	UNITED STATES TREASUR	68-0114159	1,057.62	8990
12/04/2020	EMPLOYMENT DEVELOPME	698-1442-4	138.88	8991
Total FUND 3241 - R	ECREATION		17,234.75	
TAL			17,234.75	



## **CROCKETT COMMUNITY SERVICES DISTRICT** Crockett Community Services District Auditor's Date: 12/4/20 Fund: 342500 Account: 0830

Date	Name	Memo	Credit	Num
FUND 3425 - PC S	ANITARY - O&M			
12/04/2020	L.R. PAULSELL CONSULTING	Scheduled Sewer Cleaning on 11/20/20,	4,195.00	1281
12/04/2020	PG&E	Electric - #2704121327-6	316.76	1282
12/04/2020	SWRCB FEES	Port Costa CS and WWTP Annual Fees	7,150.00	1283
12/04/2020	Eurofins Calscience LLC	Weekly Lab Testing	390.00	1284
12/04/2020	MEYERS NAVE	General Advice	71.02	1285
Total FUND 3425 -	PC SANITARY - O&M		12,122.78	
TOTAL			12,122.78	



## **CROCKETT COMMUNITY SERVICES DISTRICT** Crockett Community Services District Auditor's Date: 12/4/20 Fund: 342600 Account: 0830

Date	Name	Memo	Credit	Num
FUND 3426 - CV SAI	NITARY - O&M		·	
12/04/2020	AT&T	Telephone service	202.25	6290
12/04/2020	CALIFORNIA ASSN. OF SANIT	Membership renewal 1/1/21-12/31/21 Invoice 4824	2,500.00	6291
12/04/2020	PG&E	Gas & Electric - #6193854060-8	3,024.98	6292
12/04/2020	SWRCB FEES	Collection System Permit Fee - WDID 2SSO10145 - CV	2,848.00	6293
12/04/2020	DENALECT ALARM CO.	Installation of Burglar Alarm	3,501.80	6294
12/04/2020	KEL-AIRE HEATING & AIR CON	Service Call to Check HVAC Systems	465.00	6295
12/04/2020	MEYERS NAVE	General Advice	1,018.26	6296
12/04/2020	GAUNT A. MURDOCK	Payroli 11/16/20 - 11/30/20	533.07	6297
12/04/2020	VAUGHN P. GUNKELMAN	Payroll 11/16/20 - 11/30/20	598.28	6298
12/04/2020	JAMES G. BARNHILL	Payroll 11/1/20 - 11/30/20	4.477.58	6299
12/04/2020	SDRMA	Mem. #5505	892.50	6300
12/04/2020	UNITED STATES TREASURY (L		800.74	6301
12/04/2020	EMPLOYMENT DEVELOPMENT	698-1442-4	241.07	6302
Total FUND 3426 - C	V SANITARY - O&M		21,103.53	
TAL			21,103.53	



## CROCKETT COMMUNITY SERVICES DISTRICT Crockett Community Services District Auditor's Date: 12/9/20 Fund: 342600 Account: 0830

Date	Name	Memo	Credit	Num
FUND 3426 - CV SA 12/10/2020 12/10/2020	ANITARY - O&M  CalPERS Public Employees R  SDRMA	Retire. 1946207465 Mem. #5505	878.60 94.24	6303 6304
Total FUND 3426 - (	CV SANITARY - O&M		972.84	
TOTAL		(mK)	972.84	

## CROCKETT COMMUNITY SERVICES DISTRICT Crockett Community Services District Auditor's Date: 12/9/20 Fund: 324100 Account: 0830

Date	Name	Memo	Credit	Num
FUND 3241 - RECREATIO 12/10/2020 12/10/2020	CalPERS Public Employees Ret SDRMA	Retir. 1946207465 Member #5505, #5505	1,016.33 172.60	8992 8993
Total FUND 3241 - RECRE	EATION		1,188.93	
TOTAL			1,188.93	



## CROCKETT RECREATION COMMISSION

## of the Crockett Community Services District

850 Pomona Avenue - Crockett, CA 94525 Telephone (510) 787-2414 Fax (510) 787-3049

e-mail: recreation@town.crockett.ca.us website: www.town.crockett.ca.us

#### MINUTES OF REGULAR MEETING, NOVEMBER 2, 2020

- 1. CALL TO ORDER: The meeting was called to order at 6:20 PM by Chairperson Cusack. Present were Commissioners Airoldi and Scheer, along with Department Manager Wilson and Facilities Manager/Asst. Secretary Witschi. Commissioners Choquette and Valentini were absent. Also present was Director Kirker.
- 2. AGENDA ORDER: There were no requests to hear agenda items out of order.
- 3. PUBLIC COMMENTS: None
- 4. CONSENT CALENDAR: The following consent item was approved unanimously (as/ja):
  - a. Approve Minutes of September 14, 2020.
- 5. RECREATION: No report.
- <u>6.a. FINANCIAL REPORT</u>: The monthly statement of Department finances and report on investments were examined by the Commission. No further report.
- <u>6.b. APPROVE PLAQUE FOR DAVID BOTTA</u>: Mr. Wilson reported the bench has been ordered and will arrive within the next three weeks. A motion to approve the plaque for David Botta's bench carried by consensus.
- 7. DISTRICT BOARD ACTIONS: Mr. Wilson reported on the actions taken by the District Board in October. He said the Board is reorganizing the district and establishing new positions.
- 8. REPORT OF DEPT. MANAGER: Mr. Wilson reported he completed the Local Agency Formation Commission Municipal Service Review and Sphere of Influence for the District's Recreation facility. He spoke with Federal Emergency Management Agency's (FEMA's) consultant for the California Office of Emergency Services concerning our claim for reimbursement for COVID expenses. They informed him that they will not pay for loss of income and the minimum amount of expenses covered is \$3K. Mr. Wilson said we have to start recycling our food waste at the Community Center so when we have events the renters will have to separate food waste from other garbage. Contra Costa County moved into the orange tier which is a relaxation on some of the restrictions and for us it means we can have 50% capacity or 200 people, however no receptions are allowed. Ceremonies can take place, but food is not allowed because they do not want that many people in an enclosed area not wearing masks. The Community Center was opened up for the November 3, 2020 General Election.
- 9. COMMISSIONERS: No reports.

#### 10. FUTURE AGENDA ITEMS:

Annual report on use of Recreation Taxes (Dec.).

Election of Officers for 2021 (Dec.).

Approve meeting schedule for 2021 (Dec.).

- 11. COMMISSIONER COMMENTS: Commissioner Airoldi said the plaque for David Botta looks great.
- 12. ADJOURNMENT: The meeting was adjourned in memory of Jim Choquette at 6:41 PM until December 7, 2020.

Respectfully submitted,

Susan Witschi

Susan Witschi

November 20, 2020

## CROCKETT 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, OCTOBER 21, 2020

- 1. CALL TO ORDER: The meeting was called to order at 7:02 PM by Chairperson Bartlebaugh. Present were Commissioners Adams, Manzione and Wais, along with Assistant Dept. Manager Barnhill and Asst. Secretary Witschi. Also present was Director Kirker. Commissioner Wolthuis was absent.
- 2. AGENDA ORDER: There were no requests to change the agenda order.
- 3. PUBLIC COMMENTS: James Barnhill said he is working on a door hanger notice that would be used in addition to the Notice of Violation (NOV) sent to property owners. He said other districts have door hangers in addition to the NOV. He is working on a draft and will bring back next month for approval.
- 4. PUBLIC HEARING: None
- 5. CONSENT CALENDAR: The consent items were approved unanimously (mw/ha):
  - a. Approve Minutes of September 16, 2020.
  - b. Consider Status Report on outstanding issues.
- 6.a. DISTRICT BOARD ACTIONS: Director Kirker updated the commission on the progress of hiring a new General Manager. He is proposing to hire multiple people on a part-time basis and split up the job duties. The General Manager would be a part-time position and would not have a lot of sanitary experience, but would have oversight. He is suggesting hiring a District engineer with a sanitary or mechanical background and another person to fill the Administrative Manager position. The Board is still working on the details. There is a possible part-time General Manager candidate that has a heavy sanitary management background. The Board is meeting weekly to move forward in this process. Commissioner Adams asked if you hire part- time employees does that mean you do not have to pay benefits. Director Kirker said that is correct. Commissioner Wais asked if you are working alone or with a consultant on the hiring process. Director Kirker said in order to hire we need to know the salary range and what the job responsibilities are. Commissioner Wais asked if the Board is getting many responses to the ad. Director Kirker said not at this time. Commissioner Bartlebaugh said he thinks hiring a sanitary person would be the way to go due to the workload and then there would be two employees to address the sanitary issues. He is supportive of different approaches that would support all the needs of the District. Commissioner Wais said she is concerned with the money aspect. Director Kirker said the Board is really close to the budget. Commissioner Bartlebaugh said filling the jobs on a part-time basis would be a similar cost structure.
- 6.b. STATUS REPORT ON RECENT ENFORCEMENT ACTIONS: Mr. Barnhill reported six properties are no longer in violation and received a Certificate of Compliance prior to the sale. He said there are some pending properties that have been on staff's list for a while now. Commissioner Bartlebaugh asked staff how many outstanding properties are still in violation. Mr. Barnhill said there are around 12 properties.

- 6.c. INTERIM PROCEDURES: No report.
- 6.d. OFFER TO SETTLE VIOLATIONS: Mr. Barnhill reported the Regional Water Board imposed a mandatory minimum penalty issued for discharge at the Joint Treatment Plant. He confirmed with C&H that the responsibility is theirs. Since C&H and Crockett are both on the permit both parties were required to sign. Mr. Kirker said he signed the Acceptance of Conditional Resolution and sent it back to Tanya at C&H a week ago.
- 7.a. EXISTING OUTFALL: Mr. Barnhill reported Director Peterson has been dealing with the General Lease of the existing outfall. Director Kirker offered some insight and said in 2009 the District's General Lease for an existing 20-inch diameter sewer outfall in the Carquinez Strait expired. A new application was sent to State Lands and on January 2, 2020 State Lands determined the 2009 application was incomplete and additional information was needed. Director Peterson is currently working with Tanya Akkerman at C&H to renew the lease. Director Kirker said he will keep the commission informed.
- 7.b. AGREEMENT FOR PROJECT #20-TV: Mr. Barnhill reported the plan is to target 11.65% of the system for inspection. Commissioner Manzione wanted clarification that this is a unit cost contract and L.R. Paulsell will be charging us for the actual length of the specs. Mr. Barnhill said his final price will adjust on his reverse setups. Commissioner Bartlebaugh asked what the last unit price and reverse setup costs were. Mr. Barnhill said he will look for the previous rates. Commissioner Bartlebaugh said in the Agreement there are several places that refer to the General Manager and thought it should be changed to say District Manager. Mr. Barnhill said staff will change it for future agreements. A motion to approve agreement for Project #20-TV with L.R. Paulsell Consulting to clean and televise 9.463 linear feet (11.65%) of sewers for \$17,506.55 carried unanimously (mw/mm).
- 8.. FINANCIAL REPORT: The monthly statement of Department finances and report on investments were examined by the Commission. No further report.
- 9.a. STAFF REPORT ON OPERATIONS: Mr. Barnhill reported no Sanitary Sewer Overflows (SSO's) in September. He said staff responded to two incidents since last month's report, one at the Crockett Pump Station, engine running, low water pressure, and air pressure tank alarm. The monthly sewer use charge (SUC) payment from C&H has been received. Mr. Barnhill reported the maintenance management contact at West County Wastewater District (WCWD) is out for an undetermined amount of time. Staff has a new contact at WCWD but expect there will be some delays or potential issues in information relay.

9.b. STAFF REPORT ON GOVERNMENTAL MATTERS: None

9.c. STAFF ANNOUNCEMENTS: None

10.a. WASTEWATER COMMITTEE REPORT: None

10.b. BUDGET & FINANCE COMMITTEE REPORT: None

10.c. INTER-AGENCY MEETINGS: None

#### 11. FUTURE AGENDA ITEMS:

Approve use of door Notice to be posted on properties as supplement to Notice of Violation.

Progress reports as appropriate for new District offices.

Election of Officers.

Approve meeting calendar for 2021.

Capacity Charge Accessory Dwelling Unit (ADU) Ordinance.

Video outreach for FOG and no wipes down drain.

Recommend award of contract(s).

Recommend payment for sewer project(s).

#### 12. COMMISSIONER COMMENTS: None

13. ADJOURNMENT: The meeting was adjourned at 8:01 PM until November 10, 2020.

Respectfully submitted,

Susan Witschi

Susan Witschi

November 2, 2020

## CROCKETT 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, NOVEMBER 10, 2020

1. CALL TO ORDER: The meeting was called to order at 7:01 PM by Chairperson Bartlebaugh. Present were Commissioners Adams, Manzione, Wais and Wolthuis, along with Assistant Dept. Manager Barnhill and Asst. Secretary Witschi. Also present was Director Kirker.

2. AGENDA ORDER: There were no requests to change the agenda order.

3. PUBLIC COMMENTS: None

4. PUBLIC HEARING: None

5. CONSENT CALENDAR: The consent item was approved unanimously (jw/mm):

a. Consider Status Report on outstanding issues.

6.a. DISTRICT BOARD ACTIONS: Director Kirker reported on the actions taken by the District Board in October. He said Emma Sutton has resigned from the District Board. The new office building should be ready by December but he should know more at the next District Board meeting on November 18. Commissioner Bartlebaugh asked about the four new jobs that have been posted. Director Kirker said job tasks can be fulfilled by two or more people. Commissioner Wolthuis said the Sanitary Department funds are strictly to be used for sanitary only. Commissioner Bartlebaugh asked about the new proposed organization chart for the District. Director Kirker said the boxes on the chart represent job duties. Commissioner Wolthuis said funds should not get diverted from the Crockett Sanitary Department. Commissioner Wais said a board member said commissions are spending a lot of money. Director Kirker said the commissions are going to the manager and the board. Apparently, the Board is getting lag time on the minutes. Commissioner Wais said we should have one member from each commission attend Board meetings. Commissioner Wolthuis said he has been a Commissioner for 46 years now and we are not represented very well. Commissioner Bartlebaugh agrees that the Board is not listening to what we have to say. He was expecting to hear more on the Wastewater Operations Manager position. Director Kirker said he cannot make an announcement yet on any of the jobs yet because it is not public knowledge. He said the Crockett Sanitary needs will be fulfilled. He believes the commission will be happy with the results. Commissioner Wolthuis said going forward he wants the funds to be used only for the Crockett Sanitary Department. He believes the Recreation Department was behind the purchase of the Chapel. Director Kirker said the Recreation Department had no involvement in the purchase. Director Kirker said he would like to have a commissioner at the Board meeting so information can get relayed. Commissioner Manzione said in the future he would like to step in for more communication. Commissioner Bartlebaugh asked what was lacking from Crockett Sanitary. Director Kirker said Mr. McDonald saw the need for more office space and the advantage for Crockett to have this new office space. He understands the position from the Sanitary Department was not to acquire property and it was a concern of his and he knows the District needs to justify where the money is spent.

- 6.b. DOOR NOTICE: Mr. Barnhill presented a door hanger notice to address sewer lateral issues. He would like to reduce the amount of public hearings and recording the Notice of Violation with the County Recorder's Office. Commissioner Adams said he thinks you should go ahead with this. Commissioner Manzione thinks it is a great idea and this should achieve a call from the owner. Commissioner Wais said if there is a deficiency on the property it should be recorded with the County. Mr. Barnhill reported in the future the door hanger would follow a Notice of Violation letter. A motion to approve use of door Notice to be posted on properties as a supplement to Notice of Violation carried unanimously (ha/jw).
- 6.c. MEETING CALENDAR FOR 2021: A motion to approve the meeting calendar for 2021 carried unanimously (mm/jw).
- <u>6.d. ELECTION OF OFFICERS FOR 2021</u>: A motion to nominate Commissioner Manzione for Chairperson and Commissioner Bartlebaugh for Vice-Chair carried unanimously (mm/mw).
- 7. WASTEWATER: None
- 8. FINANCIAL REPORT: No report.
- 9.a.. STAFF REPORT ON OPERATIONS: Mr. Barnhill reported on October 26 West County Wastewater District (WCWD) reported the SCADA had flat lined and flow data was not being recorded. Telstar came out on October 27. The Programmable Logic Controller (PLC) failed. Telstar replaced the PLC and worked to program it. Telstar took the program to work on it at their offices and returned onsite October 28. The pumps were operated to verify SCADA was recording data after Telstar completed the work. Mr. Barnhill said WCWD records the totalizer every Monday and the missing time period can be calculated based on data collected prior since the weather has been stable and dry. Commissioner Manzione asked staff to document the period of time in the flow data when the PLC was not operating. Mr. Barnhill said he will notate the outage in the files once he pulls the data. He said all the locked gates on the way to the Equalization area have been cut. Commissioner Adams asked if the Fire Department has a key. Mr. Barnhill said the Fire Department has the capability to cut through and attach their own lock. Commissioner Adams said there have been three fires in that area recently. Director Kirker added that he called the Sheriff's office after receiving the report of cut chains. He said the Sheriff's Department patrolled the area and found nothing. Mr. Barnhill reported there were no major sewer issues in October with the exception of one minor SSO at the West end of Second Street. He said the spill did not reach land or water and the spill was five gallons. He said he hurt his back on October 27 when he opened the western gate in the Nantucket yard. The gate was jammed closed and had to be forced open.

#### 9.b. STAFF REPORT ON GOVERNMENTAL MATTERS: None

- 9.c. ANNOUNCEMENTS AND DISCUSSION: Director Kirker said he received an email from C&H regarding Cogen. A big issue with the Regulatory Commission and C&H. Mr. Barnhill said a dig at 628 Pomona damaged AT&T phone lines. Commissioner Manzione asked if staff has a back up person to mark USA notices. Mr. Barnhill said he is the only who does it at this time.
- 10.a. WASTEWATER COMMITTEE REPORT: None
- 10.b. BUDGET & FINANCE COMMITTEE REPORT: None

#### 10.c. INTER-AGENCY MEETINGS: None

#### 11. FUTURE AGENDA ITEMS:

Progress reports as appropriate for new District offices.

Capacity Charge Accessory Dwelling Unit (ADU) Ordinance. Video outreach for FOG and no wipes down drain.

Recommend award of contract(s).

Recommend payment for sewer project(s).

#### 12. COMMISSIONER COMMENTS: None

13. ADJOURNMENT: The meeting was adjourned at 8:30 PM until December 9, 2020.

Respectfully submitted,

Susan Witschi

Susan Witschi November 20, 2020

## CROCKETT RECREATION DEPARTMENT

## of the Crockett Community Services District

850 Pomona Avenue - Crockett, CA 94525 Telephone (510) 787-2414 Fax (510) 787-3049

e-mail: recreation@town.crockett.ca.us website: www.town.crockett.ca.us

## ANNUAL REPORT ON THE USE OF RECREATION TAXES DECEMBER 2020

The Crockett Community Services District collects special taxes from residential properties in Crockett and Port Costa for the purpose of funding public recreation facilities and services. Government Code Section 50075 reads: "It is the intent of the Legislature to provide all cities, counties, and districts with the authority to impose special taxes, pursuant to the provisions of Article XIIIA of the California Constitution."

In the interest of accountability to the voters, an annual report on the use of special taxes is required. Government Code Section 50075.3 reads:

"The chief fiscal officer of the levying local agency shall file a report with its governing body no later than January 1, 2002, and at least once a year thereafter. The annual report shall contain both of the following:

- (a) The amount of funds collected and expended.
- (b) The status of any project required or authorized to be funded (by the special tax measure approved by the voters).

#### FOR CALENDAR YEAR 2019

The amount of special taxes for recreation that was placed on the tax roll to be collected by the Crockett Community Services District during FY 2019-20 was \$136,290. The entire amount was deposited into the general recreation fund 3241 spent during 2020. The funds are authorized for improvement, maintenance and operation of park and recreation facilities and services within the area served by the District.

Usually the park, tennis courts and bocce ball courts located at 850 Pomona Street, Crockett, are open year-round. However, due to the COVID-19 pandemic and restrictions imposed by Contra Costa County Health Department, the park, tennis courts and bocce ball courts were closed for periods of time. The tennis courts were allowed to reopen, however the park was reopened in stages allowing picnic tables restricted to members of the same household. Eventually, the playground was reopened with a 30-minute time limit and everyone ages 2 and up were required to wear a mask. The bocce ball courts remain closed. The John Swett High School Swim Team had to cease using the pool and we had to refund March and April rent. The pool remained closed until June 22 when the County allowed the pool to open with a maximum attendance of 46. The pool operated until Labor Day with a limited aquatic schedule. The Community Center ceased operations with very strict requirements for the size of gatherings, and even with a relaxation in the size of a gathering food was not permitted. Therefore, wedding, funeral and other social events are still prohibited.

The total direct cost of operating and maintaining the park facilities between January 1 and December 1 was \$38,161. The total direct cost of operating and maintaining the pool facilities was \$126,140 between February 1 and September 30. The total direct cost of operating and maintaining the Crockett Community Center between January 1 and December 1 was \$184,761. It is therefore apparent that the \$136,290 collected in special taxes during FY 2019-20 was totally expended on the pool, park, and Community Center facilities during the spring/summer of 2020. This is expected to be the normal pattern of collection and expenditure of special taxes in the future.

## CROCKETT COMMUNITY SERVICES DISTRICT

P.O. Box 578 - Crockett, CA 94525 850 Pomona Street Telephone (510) 787-2992 Fax (510) 787-2459 e-mail: manager@town.crockett.ca.us website: www.town.crockett.ca.us

## ANNUAL REPORT OF COMPLIANCE WITH FACTA REGULATIONS DECEMBER 2020

The Crockett Community Services District adopted an Identity Theft Prevention Program on October 22, 2008, as required by the Fair and Accurate Credit Transactions Act (FACTA) of the Federal Trade Commission. The program was revised December 22, 2010. Its purpose is to detect, prevent, and mitigate identity theft.

The District's Program is broken up into four parts and provides reasonable policies and procedure to do the following:

- 1. Identify "red flags" applicable to financial or service accounts maintained by the District and incorporate those "red flags" into the Program;
- 2. Detect those "red flags" that have been incorporated into the Program as they occur;
- 3. Ensure that District staff respond appropriately to detected "red flags" so as to prevent and mitigate identity theft;
- 4. Ensure that the Program itself is updated periodically, to reflect changes in identity theft risk to District customers or the District.

The District places the highest priority on protecting any confidential, financial and personal information submitted to it in the course of providing District services. All such information is kept in locked file drawers or is locked in the archives. Additionally, the District destroys obsolete personnel records no later than seven years after employee termination.

The District has not contacted any consumer credit reporting agencies during 2020, from which a red flag might be raised.

The District has not been presented with any suspicious documents during 2020. Nor has the District been presented with any suspicious personal identifying information.

The District does not maintain any credit accounts or utility accounts for its customers. The District accepts payment by credit cards for services at the Aquatics and Community Center.

The District has engaged with two service providers to perform activities in connection with covered accounts. MacDonald Accounting Services provides professional services and assistance with QuickBooks software which contains vendor, customer, and employee identifying information. David Farnsworth, CPA, provides professional auditing services and performed an independent audit of the District's finances for fiscal year 2020/2021 requiring access to documents and electronic files containing identifying information.

C:\mydocs\admin\legal\report on identity theft program2020

The District has not been notified by any party that it has opened a fraudulent account for a person engaged in identity theft.

The District has not detected any red flags during 2020. The adopted program provides guidance on steps to be considered whenever red flags are detected.

At the Crockett Community Services District, the General Manager is the Finance Director and has specific responsibility for implementation of the identity theft prevention program.

By December 31 of every year, District Staff must prepare a report on the District's compliance with FACTA regulations. It is the opinion of the General Manager that the District has been in full compliance with FACTA regulations throughout 2020. Specifically:

- The District's policies and procedures have been fully effective in addressing the risk
  of identity theft in connection with the opening of covered accounts and with respect
  to existing covered accounts.
- The security of service provider arrangements was not applicable during 2020.
- The District had no incidents of identity theft during 2020.
- The General Manager has no recommendations for material changes to the Program at this time.

A copy of the Identify Theft Prevention Program is included with this annual report for convenience of the Board.

# CROCKETT COMMUNITY SERVICES DISTRICT PAYROLL SCHEDULE 2021

Month	Timesheets Due	Paychecks Mailed By
January	Monday 4 Monday 18	Friday 8 Friday 22
February	Monday 1 Tuesday 16	Friday 5 Friday 19
March	Monday 1 Tuesday 16	Friday 5 Friday 19
April	Thursday 1 Friday 16	Wednesday 7 Wednesday 21
May	Monday 3 Monday 17	Thursday 6 Friday 21
June	Tuesday 1 Wednesday 16	Monday 7 Monday 21
July	Thursday 1 Friday 16	Wednesday 7 Wednesday 21
August	Monday 2 Monday 16	Friday 6 Friday 20
September	Wednesday 1 Thursday 16	Tuesday 7 Tuesday 21
October	Monday 4 Monday 18	Wednesday 6 Thursday 21
November	Monday 1 Tuesday 16	Friday 5 Friday 19
December	Wednesday 1 Thursday 16	Tuesday 7 Tuesday 21

#### **RESOLUTION**

#### NO. 20/21-11

#### A RESOLUTION RE-APPOINTING COMMISSIONERS

**WHEREAS**, the District Board has by Resolution No. 06/07-02 created the Crockett Recreation Commission and made appointments thereto; and

WHEREAS, the District Board has by Resolution No. 06/07-02 created the Crockett Sanitary Commission and made appointments thereto; and

**WHEREAS**, the District Board has by Resolution No. 06/07-10 determined that the term of office of a commissioner shall be 24 months.

**NOW, THEREFORE, BE IT RESOLVED** that Louise Choquette is hereby re-appointed to the Crockett Recreation Commission as Commissioner.

BE IT FURTHER RESOLVED that Howard Adams and Mark Manzione are hereby reappointed to the Crockett Sanitary Commission as Commissioners.

THE FOREGOING RESOLUTION was adopted at the District's Regular Meeting held in Crockett on December 16, 2020 by the following vote:

AYES:	
NOES:	
ABSENT:	
	Michael Kirker, President
ATTEST:	
Kent Peterson	
Board Secretary	

From:

Scott Bartlebaugh

To:

Mary Wais; Howard Adams; Mark Manzione; Jon Wolthuis

Cc:

Michael Kirker, James Barnhill

Sent:

Saturday, November 28, 2020, 10:31:31 AM PST

Subject:

Scott Bartlebaugh appointed to CCSD Board and leaves

**Crockett Sanitary Commission** 

This email is for notification only and not discussion so as not to violate the Brown Act. I applied for the opening on the CCSD board and was appointed to the board on Tuesday 11/23. The district code does not allow an individual to be both a board member and a commissioner. With that I must resign from the Crockett Sanitary Commission. This appears to be the best option to serve the CCSD at the moment.

The next sanitary commission meeting should have an agenda item to discuss filling the commissioner position.

Scott Bartlebaugh

## CROCKETT COMMUNITY SERVICES DISTRICT

P.O. Box 578 - Crockett, CA 94525 850 Pomona Street Telephone (510) 787-2992 Fax (510) 787-2459

#### MONTHLY SUMMARY WORKSHEET

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

PREPARED FOR BD. MTG: 12-16-20	LATEST FUND REPORT: 12-11-20
CCSD FUND 3240	CCSD FUND 3240
CASH CARRIED FORWARD:  REC DEPT: \$11,344.96	CASH CARRIED FORWARD:  CVSAN DEPT: \$37,813.87
ACTIVITY:	ACTIVITY:
Property Tax Split (\$53.84)	Property Tax Split (\$312.80)
CASH BALANCE (Rec): \$11,291.12	CASH BALANCE (CVSan): \$37,501.07
ADV ON TAXES (Rec): \$55,721.25	ADV ON TAXES (CVSan): \$323,722.00
060 Adv beginning ba \$51,641.09 Property Tax Split \$4,005.94	060 Adv beginning ba: \$300,017.67 Property Tax Split \$23,273.11
Ending Balance \$55,647.03	Ending Balance \$323,290.78
160 Supplmt begin bal \$74.22 No activity \$0.00	160 Supplmt begin bal \$431.22 No activity \$0.00
Ending Balance \$74.22	Ending Balance \$431.22
FUND BALANCE (Rec): \$67,012.37	FUND BALANCE (CVSan): \$361,223.07
	MAINT DEPT PROPERTY TAXES ALLOC: Cash Carried Forwai \$397.23 Property Tax Split (\$15.75)
	Cash Balance (Maint \$381.48
	060 Adv Beginning Ba \$15,105.00 Property Tax Split \$1,172.19 Ending Balance \$16,277.19
	FUND BALANCE (Maint): \$16,658.67
Nadadada Angara angara angara	TOTAL CSD 3240 BALANCE: \$444,894.11
\administrative\bud&fin\wrkshtCSD.xls	

## CROCKETT MAINTENANCE 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 BD. MTG:	12-16-20	LATEST FUND REPORT	12-11-20
OPERATING FUND 3242		BALANCES BY CLASS	
CASH CARRIED FORWARD:  ACTIVITY: CHECKS and PAYMENTS Warrants Payroll recovery Invest Serv Fee	\$11,170.62 \$0.00 \$0.00 \$	MEMORIAL HALL Walk Honor & P66 Archt. Phasel Engnr. Phasel Other CapX WofH P66 Balance Other MH O&M Bal	(\$15,427.99) (\$33,934.00) (\$4,605.65) \$189,532.36
DEPOSITS Property Ins Adjust	\$0.00	BRIDGEHEAD PLAZA/FENCES/LIGHT: DOGPARK COST CENTE	\$1,174.34 (\$876.68)
CASH BALANCE:	\$11,170.62	ACCRUED DEBT:	
INVESTED (MH) BEG. BA! Invest Interest	•	PY due REC Dept. PCADVISORY due MH	
INVESTED (MH) END. BA	\$188,472.78		
FUND BALANCE:	\$199,643.40	TAXES held in 3240	\$16,658.67

## CROCKETT RECREATION DEPARTMENT

## of the Crockett Community Services District

850 Pomona Avenue - Crockett, CA 94525 Telephone (510) 787-2414

Fax (510) 787-3049

MONTHLY SUMMARY WORKSHEET

e-mail: recreation@town.crockett.ca.us website: www.town.crockett.ca.us

PREPARED FOR BOARD. N	12-16-20	LATEST FUND REPORT:	12-11-20
OPERATING FUND 3241			
CASH CARRIED FORWARD:	\$73,434.23	INVESTED BALANCE: Invest Interest	
ACTIVITY:		NET INVESTED:	
CHECKS AND PAYMENTS Warrants 8968-8993 Wells Fargo CC Fees	\$0.00		c/d deposits
Payroll recovery Invest Fees Levy Code Fee Levy Coll Fee	\$0.00 \$0.00	FUND BALANCE:	\$436,454.07
Assr Use Code Fee  DEPOSITS AND CREDITS  Comm Center Booking	Code Fee \$0.00	*** Below held in o C/D BEGINNING BALANCE c/d deposit receipt c/d deposit refunds Trnsfr recovery NET C/D ENDING BALANC	\$49,522.82
Tennis keys Transfer from Invest		CAP / RESTRICTED BAL: Donations No activity NET CAPITAL REPL. BAI	\$4,439.60 \$ 200.00 \$ -
Parking fines Payroll recov CV-PC	\$33.13 \$0.00	POLICE LIAISON BALANC Parking revenue Payroll/Expenses NET PLC ENDING BALANC	\$33.13 \$0.00
		XMAS LIGHT BEG BALANC No activity XMAS LIGHT END BALANCCERT ACTIVITY: None	\$0.00 \$496.57
CASH BALANCE:	\$42,705.23		
Rec Tax	\$136,290.00 \$136,290.00	PETTY CASH BALANCE: TAXES held in 3240: CO.charges in 3240:	\$60.00 \$ 67,012.37 \$ -
\\rec\bud&fin\wrksht.xls c:\mydocs\rec\bud&fin\wrksht	.xls	ACCRUED CREDIT: PY due from MAINT	\$ 8,000.00 Dept.

## 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

MONTHLY SUMMARY WORKSHEET

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

PREPARED FOR MTG.:	12/16/20	LATEST FUND REPORT 12/11/20
OPERATING FUND 3425		<u> </u>
CASH CARRIED FORWARD: ACTIVITY:	\$44,489.78	ACCRUED DEBT:
Warrants (1276-1285	(\$18,357.34)	PYs due CVSan Dep \$24,233.49
Payroll recovery	\$0.00	Loan#2 due CVSan \$203,986.49
Investment Services	\$0.00	Loan#3 due CVSan \$150,000.00
Loan Payments	(93,563.29)	
Permit 20-29	30.00	
	-	
CASH BALANCE:	(\$67,400.85)	ACCRUED DEBT: \$378,219.98
ADV ON SUC BEG. BALANC	\$300,174.36	 
Sewer Use Charge	\$0.00	
Ending Balance	\$300,174.36	
INVESTED BEGIN. BALANC	\$223.70	
Interest	\$0.00	
	*	
Ending Balance	\$223.70	
FUND BALANCE:	\$232,997.21	\\san\pc\bud&fin\wrksht

## CROCKETT 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 BOARD MT(	12/16/20	LATEST FUND REPORT: 12-11-20
OPERATING FUND 3426		CONSTRUCTION FUND 3427
CASH CARRIED FORWARD:	\$372,267.19	CASH CARRIED FORWAF \$60,029.28
ACTIVITY: Warrants (6282-6304) Payroll recov to REC Invest Svcs 1st Qtr	(\$69,664.86) \$0.00 \$0.00	ACTIVITY: Invest Scvs \$0.00
Permits 20-28, 20-30, 20-31, 20-32		CASH BALANCE: \$60,029.28
Wells Fargo Fees Ckt Cogen SUC Trnsf From Fund 3425	(\$5.63) \$11,474.00 \$93,563.29	INVESTED BEGIN BAL. \$899,464.02 Invest Interest \$0.00 :
		INVESTED BALANCE: \$899,464.02
CASH BALANCE:	\$407,813.99	FUND 3427 BALANCE: \$959,493.30
ADV ON TAXES:  060 Prop tax Beginnir  No activity		
Ending Balance	\$1,360,112.02	CAPITAL RESERVE FUND 3429
160 Adv Supp Prop tax No activity	\$0.00 \$0.00	CASH CARRIED FORWAF \$262.00
Ending Balance	\$0.00	ACTIVITY: Invest Scvs \$0.00
INVESTED BEG. BALANCE:	· · · · · · · · · · · · · · · · · · ·	CASH BALANCE: \$262.00
Invest Interest  Ending Balance:	\$0.00 \$2,171,907.12	INVESTED BEGIN BAL. \$71,214.78 Invest Interest \$0.00
		INVESTED BALANCE: \$71,214.78
TAXES held in 3240: CO.charges in 3240:	\$361,223.07	FUND 3429 BALANCE: \$71,476.78
ACCURED DEBT OWED TO C	VAN:	CONTRACTOR BONDS ON FILE:
PCSAN DEPT. MAINT DEPT.	\$378,219.98 \$0.00	32 contractors \$31,500.00 :

# SALARY SCHEDULE OF WAGES BY JOB CLASSIFICATION CROCKETT COMMUNITY SERVICES DISTRICT

(Proposal 10-22-2020 - ADOPTED \_\_\_\_\_ - EFFECTIVE DATE \_\_\_\_\_)

#### **CCSD Administration**

CCSD Administration	
Acting General Manager (1) - Exempt Position - Average work load 8 hours per week	
Probation Level II Level III Level IV Level V	
Per Hour Step a Step b Step c	
n/a \$1,000 \$1,048 \$1,095 \$1,143 \$1,191 \$1,238 \$1,286 \$1,334 \$1,381 \$1,429 \$1,476 \$1,524 \$1,572 \$1,619 \$1,667	
* Monthly salary Monthly Income= \$1,000 min. \$1,667 max. Annual Base Full Time Equivalent= \$12,000 min.	minimum \$20,000 maximum \$20,000
District Secretary - Exempt Position - Average work load 16 hours per week	Ψ20,000
Prohetion Lovel I	\$2,600 max benefits \$2,600
Por Hour Stone Sto	
Step a St	Step b eff. rate \$48.08 per hr
\$ \$20,00 \ \$0,000 \ \$	\$6,250
*Hourly salary, paid bi-weekly Monthly Income= \$3,754 min. \$6,250 max. Annual Base Full Time Equivalent= \$45,048 m	42 1,5 10 Salar)
Administrative Services Manager (1) - Exempt Position - Average work load 24 hours per week	\$15,375 max. benefits \$4,922 benefits
Drobotica Laurett	\$28,932 net
Partieur Chran Charle Charles and Chran Charles and Chran Chran Charles and Chran Ch	
er rot er ro er oor to con to	Step b
\$7,500 \$7,500 \$7,700 \$7,700 \$7,700 \$7,000 \$7,000 \$7,000 \$7,000	\$8,333
*Monthly salary Monthly Income= \$5,581 min. \$8,333 max. Annual Base Full Time Equivalent= \$66,976 m	minimum \$100,000 maximum \$50,093
Wastewater Operations Manager Evernt Position Average work lead 20 h	\$17,300 max. benefits \$8,666
Wastewater Operations Manager - Exempt Position - Average work load 32 hours per week  Probation Level II Level II Level III L	\$58,759 net
Por Hour Store Charle Charles	The tale to the time
Step a St	Step b
\$ \$4,000 \$	\$9,217
*Monthly salary Monthly Income= \$6,545 min. \$9,217 max. Annual Base Full Time Equivalent= \$78,536 min.	minimum \$110,600 maximum \$75,654
Sanitam, Danartwanta	\$19,134 max. benefits \$13,088
Sanitary Departments	\$88,743 net
CVSAN Dept. staff (1) - Non-exempt Position - Average work load 30 hours per week.	eff. rate \$45.47 per hr
Probation Level II Level III Level III	Level IV Level V
Per Hour Step a Step b Step c Step d Step e Step a Step b Step c Step b Step c Step b Step c Step b Step c Step a Step a Step b Step c Step a Step a Step b Step c Step a Step a Step b Step c Step b Step c Step a Step b Step c Step b Step c Step a Step a Step b Step c Step b Step c Step b Step c Step a Step a Step b Step c Step a Step a Step b Step c Step a Step a Step b Step c Step b Step c Step a Step a Step a Step b Step c Step a Step a Step b Step c Step a	Step b Step c Step d Step e Step a
\$4.540 \$4.554 \$4.700 \$4.000 \$5.007 \$5.000 \$5	\$7,096 \$7,277 \$7,460 \$7,645 \$7,832
*Monthly salary Monthly Income= \$4,510 min. \$7,832 max. Annual Base Full Time Equivalent= \$54,120 m	
	\$16,259 max. benefits \$12,568
PCSAN Dept. staff (2) - Non-exempt Position - Average work load 10 hours per week	\$85,216
Probation Level II Level III Level III	Level IV Level V
Per Hour Step a Step b Step c Step d Step e Step a Step b Step c Step a Step a Step b Step c Step c Step b Step c Step c Step b Step c	Step b Step c Step d Step e Step a
\$4,510 \$4,654 \$4,798 \$4,932 \$5,087 \$5,243 \$5,401 \$5,561 \$5,723 \$5,888 <b>\$6,054</b> \$6,223 \$6,393 \$6,566 \$6,740 \$6,917 \$	\$7,096 \$7,277 \$7,460 \$7,645 \$7,832 2337
* Monthly salary Monthly Income= \$4,510 min. \$7,832 max. Annual Base Full Time Equivalent= \$54,120 min.	
	Ψ000,300



robation	Level	r <sup>(3)</sup> - Exem			Level II		T	Level II										
er Hour	Step a Step b Step	c Step d S	Step e Step	a Step b		Step d Step e	Sten a S			Stop o	Step a	Cto- b	Level IV		Lai	Level V		
n/a	\$2,250 \$2,322 \$2,39					\$2,899		3,189 \$3,293					Step c	Step d	Step e	Step a		
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			en rate \$17,00 per nr	\$5,194 HEL		
Head Lifeguard / Pool Office Manager - Seas	sonal - 0 to 34 hours per week					
Probation Level I	Level II					
Per Hour Step b Step c Step d Step e Ste	ep a Step b Step c Step d Step e					
\$13.75 \$14.00 \$14.25 \$14.50 \$14.75 \$15	5.00 \$15.50 \$16.00 \$16.50 \$17.00					
* Hourly salary, paid bi-weekly Monthly Income= \$	\$0 min. \$2,505 max.	Annual Base Full Time Equivalent=	\$28,600 minimum	\$35,360 maximum	\$	2,296
10.00				\$4,809 max. benefits	\$	312
Lifeguard (5) (6) - Seasonal - 0 to 34 hours per v	week					
Probation Level I	Level II					
Step d Step e Ste	ep a Step b Step c Step d Step e					
\$13.70 \$13.85 \$14	4.00 \$14.15 \$14.30 \$14.45 \$14.60					
* Hourly salary, paid bi-weekly Monthly Income= \$	\$0 min. \$2,151 max.	Annual Base Full Time Equivalent=	\$27,560 minimum	\$30,368 maximum	\$	37,357
			8 0	\$4,130 max. benefits	\$	5,081
Aquatics Instructor - Seasonal - 0 to 20 hours	s per week			\$ 10 mm in the second of the s		
Probation Level I						
Per Hour Step b Step c Step d Step e						
\$13.00 \$13.15 \$13.30 \$13.45 \$13.60						
* Hourly salary, paid bi-weekly Monthly Income= \$	\$0 min. \$1,179 max.	Annual Base Full Time Equivalent=	\$27,040 minimum	\$28,288 maximum	\$	2,145
			27	\$3,847 max. benefits	\$	292
Aquatics Office Assistant - Seasonal - 0 to 34	hours per week					
Probation Level I						
Per Hour Step b Step c Step d Step e						
\$13.00 \$13.15 \$13.30 \$13.45 \$13.60						
* Hourly salary, paid bi-weekly Monthly Income= \$	\$0 min. \$2,004 max.	Annual Base Full Time Equivalent=	\$27,040 minimum	\$28,288 maximum	\$	1,092
				\$3,847 max. benefits	\$	149
Maintenance Attendant (7)- Hourly - 0 to 20 ho	ours per week					
Probation Level I						
Step a Step b Step c Step d Step e						
\$13.00 \$13.15 \$13.30 \$13.45 \$13.60						
* Hourly salary, paid bi-weekly Monthly Income= \$	50 min. \$1,179 max.	Annual Base Full Time Equivalent=	\$27,040 minimum	\$28,288 maximum	\$	4,355
ted get a				\$3,847 max. benefits	\$	989
(5) Additional .25 on top of Level/Step for each approved ad	dvanced certification (ie. WSI etc.) for Lifeguards.				0.000	
(6) Instructors moving to Lifeguard maintain their same Leve	el/Step resulting in .25 increase for lateral move.					
(7) Maintenance Attendant position can be filled by seasona	al aquatics employee. Employee will retain the high	ger of the two rate schedules.				
				\$199,033 Net		
				PARTY TO A STANDARD CONTRACTOR OF THE STANDARD C		



\$110,290 Mgmt \$173,959 San

\$528,584 Total

#### P.W. STEPHENS ENVIRONMENTAL, INC.

ASBESTOS • LEAD • MOLD REMEDIATION • DUCT CLEANING

RESIDENTIAL / COMMERCIAL

December 9, 2020

Hosselkus Chapel

1 Rolph Park Drive

Crockett CA 94525

Attn: John Mackenzie

510.367.6098

Claim #

Email: 1mackbuild@gmail.com

Re: Abatement: asbestos removal

Mackenzie Construction Services Inc.

P.O. Box 49

Port Costa CA 94569

Attn: John Mackenzie

510.367.6098

Email: 1mackbuild@gmail.com

Dear John Mackenzie,

We are pleased to submit our proposal for work located at the above address. The purpose of this document is to define the scope of work and pricing structure and to identify any conditions that would require coordination in order to complete your project in a safe and timely manner.

The pricing schedule and work items included in the bid proposal are effective for 60 days from today.

As part of our standard operating procedures, P.W. Stephens Environmental, Inc. provides a number of protective measures that may not be available from other contractors. Among these are:

Five million dollars of True Occurrence General Liability insurance.

 An independent in-house Project Quality Inspection Program that insures adherence to stringent quality control systems

Licensed patent usage of the GPAC negative air filtration system.

This project requires a notification period to various regulatory agencies. Please plan accordingly to eliminate possible coordination problems.

We hope this proposal meets your approval and look forward to working with you. I will follow-up to discuss the status of your project. If you have any questions, please call.

Respectfully,

Ralph Perez

This proposal includes supplying all labor, material, equipment, personal air monitoring, permits, and fees associated with the removal of the following asbestos, mold or lead containing materials.

Area	SCOPE OF WORK	Quantity	Line Total
Mobilization			
	Mobilization charges to and from jobsite during abatement process. Also includes set up and containment of entire work area with plastic sheeting to prevent dispersion of dust and debris during remediation process. Those charges include but are not limited to decontamination chambers, hot and cold water for showers, zippers, duct tape, 4-mil plastic, signs, barricades and small equipment necessary for proper work conditions.	1	\$4,800.00
Front Lobby		·	<b>,</b> ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	Remove wallboard and insulation from walls and soffit. Bag debris for disposal	511	\$1,405.25
	Wet wipe, HEPA vacuum and clean horizontal and vertical surfaces in work area	511	\$485.45
Men's restroom			
	Remove wallboard and insulation from walls. Bag debris for disposal	140	\$385.00
	Wet wipe, HEPA vacuum and clean horizontal and vertical surfaces in work area	140	\$133.00
Women's restroom			
	Remove wallboard and insulation from walls and soffit. Bag debris for disposal	157	\$431.75
	Wet wipe, HEPA vacuum and clean horizontal and vertical surfaces in work area	157	\$149.15
Extra large conference area			
	Wet and scrape acoustic texture from ceiling (do not remove wallboard from ceiling after scrape). Bag debris for disposal.	556	\$1,668.00
	Remove wallboard and insulation from walls and soffit. Bag debris for disposal.	882	\$2,425.50
	Wet wipe, HEPA vacuum and clean horizontal and vertical surfaces in work area	1438	\$1,366.10
Multi-Office space			
	Wet and scrape acoustic texture from ceiling (do not remove wallboard from ceiling after scrape). Bag debris for disposal.	182	\$546.00
	Remove wallboard and insulation from walls and soffit. Bag debris for disposal.	473	\$1,300.75
	Wet wipe, HEPA vacuum and clean horizontal and vertical surfaces in work area	655	\$622.25
Office			
	Please note: Do not remove walls behind wood paneling		
	Wet and scrape acoustic texture from ceiling (do not remove wallboard from ceiling after scrape). Bag debris for disposal.	84	\$252.00
	Wet wipe, HEPA vacuum and clean horizontal and vertical surfaces in work area	84	\$79.80
Office hallway w/offsets			
	Remove wallboard and insulation from walls and ceiling. Bag debris		

for disposal.	560	\$1,540.00
Wet wipe, HEPA vacuum and clean horizontal and vertical surfaces work area	in 560	\$532.00
Coat closet		
Remove wallboard and insulation from walls and ceiling. Bag debris for disposal.	95	\$261.25
Wet wipe, HEPA vacuum and clean horizontal and vertical surfaces work area	in 95	\$90.25
Conference (next to Chapel)		
Wet and scrape acoustic texture from ceiling (do not remove wallboard from ceiling after scrape). Bag debris for disposal.	213	\$639.00
Remove wallboard and insulation from walls and soffit. Bag debris for disposal.	or 508	\$1,397.00
Wet wipe, HEPA vacuum and clean horizontal and vertical surfaces work area	in 721	\$684.95
Front stairwell		
Remove all wallboard and insulation from walls and ceiling. Bag deb for disposal.	oris 544	\$1,496.00
Wet wipe, HEPA vacuum and clean horizontal and vertical surfaces work area	in 544	\$516.80
Front stairwell upper landing		
Remove all wallboard and insulation from walls and ceiling. Bag deb for disposal.	oris 174	\$478.50
Wet wipe, HEPA vacuum and clean horizontal and vertical surfaces work area	in 174	\$165.30
Upper closet		
Remove all wallboard and insulation from walls and ceiling. Bag deb for disposal.	oris 109	\$299.75
Wet wipe, HEPA vacuum and clean horizontal and vertical surfaces work area	in 109	\$103.55
Hall to Garage		
Wet and scrape acoustic texture from ceiling (do not remove wallboard from ceiling after scrape). Bag debris for disposal.	78	\$234.00
Remove wallboard and insulation from walls and soffit. Bag debris for disposal.	or 240	\$660.00
Wet wipe, HEPA vacuum and clean horizontal and vertical surfaces work area	in 318	\$302.10
Garage		
Remove all wallboard and insulation from walls and ceiling. Bag deb for disposal.	oris 1448	\$3,982.00
Wet wipe, HEPA vacuum and clean horizontal and vertical surfaces work area	in 1448	\$1,375.60
Embalming room		
Remove upper 2 ft.wallboard above wall tile and insulation from all walls and ceiling. Bag debris for disposal.	318	\$874.50
Wet wipe, HEPA vacuum and clean horizontal and vertical surfaces work area	in 748	\$710.60
Rear stairwell		
Remove all wallboard and insulation from walls and ceiling. Bag deb for disposal.	oris 656	\$1,804.00

	Wet wipe, HEPA vacuum and clean horizontal and vertical surfaces in work area	656	\$623.20
Conference (behind chapel)			
	Remove all wallboard and insulation from walls and ceiling. Bag debris for disposal.	1200	\$3,300.00
	Wet wipe, HEPA vacuum and clean horizontal and vertical surfaces in work area	1200	\$1,140.00
	Apartment		
Kitchen w/pantry offset			
	Remove all exposed wallboard and insulation from walls and ceiling. Bag debris for disposal.	484	\$1,331.00
	Wet wipe, HEPA vacuum and clean horizontal and vertical surfaces in work area	484	\$459.80
Living			
	Please note: Do not remove walls behind wood paneling		
	Wet and scrape acoustic texture from ceiling (do not remove wallboard from ceiling after scrape). Bag debris for disposal.	234	\$702.00
	Remove all wallboard and insulation from walls. Bag debris for disposal.	192	\$528.00
	Wet wipe, HEPA vacuum and clean horizontal and vertical surfaces in work area	426	\$404.70
Family			
	Please note: Do not remove walls behind wood paneling		
	Wet and scrape acoustic texture from ceiling (do not remove wallboard from ceiling after scrape). Bag debris for disposal.	380	\$1,140.00
	Remove all wallboard and insulation from walls. Bag debris for disposal.	444	\$1,221.00
	Wet wipe, HEPA vacuum and clean horizontal and vertical surfaces in work area	824	\$782.80
Bedroom 1 w/closets			
	Wet and scrape acoustic texture from ceiling (do not remove wallboard from ceiling after scrape). Bag debris for disposal.	94	\$282.00
	Remove all wallboard and insulation from walls and closet ceiling. Bag debris for disposal.	488	\$1,342.00
	Wet wipe, HEPA vacuum and clean horizontal and vertical surfaces in work area	582	\$552.90
Hallway			
	Wet and scrape acoustic texture from ceiling (do not remove wallboard from ceiling after scrape). Bag debris for disposal.	70	\$210.00
	Remove all wallboard and insulation from walls and closet ceiling. Bag debris for disposal.	417	\$1,146.75
	Wet wipe, HEPA vacuum and clean horizontal and vertical surfaces in work area	487	\$462.65
Laundry			
	Remove all wallboard and insulation from walls and ceiling. Bag debris for disposal.	275	\$756.25
	Wet wipe, HEPA vacuum and clean horizontal and vertical surfaces in work area	275	\$261.25
Hall Bath		_,	Ψ201.20

	QUOTATION TOTAL: \$79,275.80		
	Administration fees to process manifest, notification, fees and permits to regulatory agencies only. *Does not include any city, building or other permits and fees.*	1	\$4,031.00
Permits & Fees	licensed landfill as required by State, Local or federal guidelines.	6	\$13,800.00
Disposal	Properly bag, label, manifest, transport and dispose of waste to		
	Demobilization to include containment removal, equipment pick-up, waste pick-up and equipment decontamination.	1	\$2,200.00
De-Mobilization			• • • • • •
	Provide negative air filtration system to prevent dispersion of dust and debris during clean-up process.	8	\$600.00
Equipment			
	General Items		<del>4000.00</del>
	Wet wipe, HEPA vacuum and clean horizontal and vertical surfaces in work area	719	\$683.05
	Remove all wallboard and insulation from walls and closet ceiling. Bag debris for disposal.	537	\$1,476.75
<del>.</del>	Wet and scrape acoustic texture from ceiling (do not remove wallboard from ceiling after scrape). Bag debris for disposal.	182	\$546.00
Bedroom 2 w/closets			
	Wet wipe, HEPA vacuum and clean horizontal and vertical surfaces in work area	171	<b>\$162.45</b>
	Remove all wallboard and insulation from walls and ceiling. Bag debris for disposal.	171	\$470.25
Master Bathroom	wom area	<b>434</b>	Ψ21 3.30
	Wet wipe, HEPA vacuum and clean horizontal and vertical surfaces in work area	294	\$279.30
-	Remove all wallboard and insulation from walls and ceiling. Bag debris for disposal.	294	\$808.50
Dressing area	work area	003	ΨU <b>23.</b> 03
	Wet wipe, HEPA vacuum and clean horizontal and vertical surfaces in work area	663	\$629.85
	Remove all wallboard and insulation from walls and closet ceiling. Bag debris for disposal.	475	\$1,306.25
	Wet and scrape acoustic texture from ceiling (do not remove wallboard from ceiling after scrape). Bag debris for disposal.	188	\$564.00
	Please note: Do not remove walls behind wood paneling		
Master bedroom	work area	420	<b>Д404.70</b>
	Bag debris for disposal.  Wet wipe, HEPA vacuum and clean horizontal and vertical surfaces in work area	426	\$470.25 \$404.70
	Remove all exposed wallboard and insulation from walls and ceiling.	171	\$470.0F

This proposal is based on visual inspection and Survey provided for the property. This excludes any hidden or inaccessible wallboard located behind paneling, wallboard free of skimcoat texture, HVAC, built-in cabinetry, ceramic wall tile, or any wallboard directly located in the Main Chapel.

Hosseikus Chapel 1 Rolph Park Drive Crockett CA 94525 Please Initial

The State Board of Equalization will assess a fee for each generator that produces five tons or more of hazardous waste. This ASSESSED FEE IS NOT INCLUDED IN THIS CONTRACT. Please be aware that if you generate more than five tons of hazardous waste, the BOE will bill you the required fee. Current fees are as follows: Generator Size: Fee: ess than 5 tons/year \$0.00 \$199.00 5 but less than 25 tons/year \$1,594.00 25 but less than 50 tons/year \$3,986.00 50 but less than 250 tons/year Contact your P.W. Stephens Environmental, Inc. representative to help assist you in approximating your Generator Fee.

Recent lead laws require that any pre 1978 structure where lead paint will be disturbed must have the paint tested or presume that it is positive. P.W. Stephens Environmental, Inc. (P.W.S.E.I.) strongly recommends that these painted surfaces be tested for lead content prior to performing work. If P.W.S.E.I. has not been provided with lead testing results, we will assume all painted surfaces to be lead containing. P.W.S.E.I. will profile and characterize these materials for the proper handling and disposal.

Pending the results of the lead profile and characterization, additional disposal costs may be charged at a price to be determined.

Hosselkus Chapel 1 Rolph Park Drive Crockett CA 94525 Please Initial

#### **General Items**

- 1. Due to pre-existing conditions in home P.W. Stephens Environmental, Inc. is not responsible for contamination of dwelling or contents in surrounding areas of home.
- Removal of inaccessible asbestos, mold or lead containing materials is not covered in estimate. Additional charges will apply if materials have to be removed to uncover asbestos, mold or lead containing products.
- 3. Plumbing supply lines may be faulty and may need to be replaced. This cost is not covered in the removal estimate.
- 4. Doors, lights, ceiling fans, curtains and other items may need to be removed by P.W. Stephens Environmental, Inc. to perform abatement work. P.W. Stephens Environmental, Inc. will not re-install these items.
- 5. Contents and appliances need to be removed from work area prior to abatement. Additional costs will be applied if contents need to be removed, unless otherwise stated in the Scope of Work in this contract.
- 6. P.W. Stephens Environmental, Inc. is not responsible for damages of contents or personal items left in work area and or moved out of work area by P.W. Stephens Environmental, Inc. employees, unless the moving of these items is included in the Scope of Work of this contract.
- 7. Due to odors caused by chemicals for mastic removal, the areas will be razor scraped to remove majority of mastic but residual mastic will be left after scraping and will be sealed with an E.P.A. approved encapsulant.
- Electrical wiring, telephone wiring, security wires and plumbing inside wall cavities may be damaged as a result of remediation activities. Repairs to
  these items are not the responsibility of P.W. Stephens Environmental, Inc. and should be thoroughly checked by a licensed contractor before drywall is
  reinstalled.
- Clearance testing in not included unless otherwise stated in the Scope of Work of this contract. Testing should be performed by an Independent Laboratory hired directly by the owner of the property or the owner's representative.
- 10. Doors, door casings, windows, window sills, baseboards, cabinets, walls, wallpaper and paneling may be damaged as a result of containment installation. These surfaces may or may not contain lead based paint. Please make arrangements with contractor for additional cost of repairs. This cost is not covered by P.W. Stephens Environmental, Inc.
  By initialing here, I acknowledge that I have read and agree to the terms listed in items 1-10 above.

Please Initial

#### **Personal Property and Content Waiver**

- 11. Any and all contents and/or personal property left within the work area at the time P.W. Stephens Environmental, Inc. begins its work will be considered abandoned by its owner. P.W. Stephens Environmental, Inc. may conclusively conclude that these items are abandoned and are authorized to dispose of these items in a manner it deems advisable. By signing this document, the undersigned agrees to waive any and all claims against P.W. Stephens Environmental, Inc. pertaining to the disposal of said property.
- 12. I may elect to keep selected contents from my home/unit. P.W. Stephens Environmental, Inc. has advised me that these items should be disposed of as hazardous containing waste. I choose to keep them at my sole discretion. I understand P.W. Stephens Environmental, Inc. will clean the contents using state of the art methodology (i.e. wet wiping and hepa vacuuming). I agree to indemnify and hold harmless P.W. Stephens Environmental, Inc. their agents, employees, administrators, officers, directors, attorneys, insurers and assignees, from any future claims or disputes for which I have executed this contract.

By initialing here, I acknowledge that I have read and agree to the terms listed in items 11-12 above.

Please Initial

### Mold Remediation Specific Items

- 13. Unless source of water intrusion is promptly and adequately repaired, mold growth is likely to reoccur. P.W. Stephens Environmental, Inc. is not responsible for identifying and/or repairing the source of the water intrusion, unless specifically stated so in the scope of work.
- Should additional mold reservoirs be discovered, P.W. Stephens Environmental, Inc. will communicate this to Insurance Company and the homeowner. This may affect final cost.

By initialing here, I acknowledge that I have read and agree to the terms listed in items 13-14 above.

Please Initial

Hosselkus Chapel	1 Rolph Park Drive	Crockett	CA 94525	Please Initial

### **Conditions of the Proposal**

The project will be scheduled and worked on a straight time, normal working schedule of eight hours per day, Monday thru Friday, excluding holidays.

This proposal is based on private wage rates.

The customer will provide all necessary water and usable electrical power.

The customer will provide toilet facilities.

The customer is responsible for removing all moveable objects and furniture from the abatement area.

Heating, ventilating and air-conditioning equipment supplying the work area must be shut off.

Parking spaces for one (1) vehicle must be provided near the work area.

P.W. Stephens Environmental, Inc. will supply project records, including air monitoring, employee training, medical certifications and waste disposal records upon request.

This proposal includes all specified and reported asbestos, mold and lead containing materials identified in the scope of work. It does not include any materials that are not subject to view and inspection.

All work performed on an hourly rate will be charged at a Portal to Portal basis.

All work to be performed by trained and accredited personnel.

Minor damage to walls, wallpaper, ceilings and floors, wood and all painted surfaces may occur as a result of containment installation. This is necessary to insure the integrity of the containment. These surfaces may or may not contain lead based paint. Every attempt will be made to keep such occurrence to a minimum. This proposal does not include the cost of any repair which may be required as a result of our containment installation.

Access to the area inside containment will be limited to P.W. Stephens Environmental, Inc.'s employees and the customer's authorized visitors.

All asbestos removal will be in accordance with federal, state and local regulations including 40 CFR, Part 61; 29 CFR, Part 1926.58; CCR Title 8, Section 1529; and local AQMD / APCD guidelines.

Lead abatement will be in accordance with federal, state and local regulations, including 40 CFR Part 745, Title 17, CCR, Division 1 Chapter 8, Title 8 Section 1532 and Federal OSHA 29 CFR 1926.62.

This proposal is based upon our terms and conditions as outlined in this proposal.

This proposal is subject to change and may be withdrawn if not accepted within sixty (60) days of this date.

Hosselkus Chapel 1 Rolph Park Drive Crockett CA 94525 Please Initial

### **Legal Terms and Conditions**

The Work: P.W. Stephens Environmental, Inc (P.W.S.E.I.) will supply all work as described in the proposal, in accordance with the time schedule, if applicable.

Schedule Change: Where a schedule is applicable, P.W.S.E.I.'S obligation whereunder is based upon the Schedule, both as to duration and sequence. In the event of any significant change in Schedule, the bid price and Schedule shall be equitably adjusted. P.W.S.E.I. shall also receive an equitable adjustment of the bid price if this contract is terminated otherwise than for P.W.S.E.I.'S material breach.

Work Week: Unless otherwise stated, P.W.S.E.I. will supply labor for the Work on a regular 40-hour week without overtime. If the Customer requires overtime in excess of that which has been included in the proposal, P.W.S.E.I. will be reimbursed for the premium portion of wages paid (including payroll taxes and insurance) plus a reasonable allowance for loss of productivity caused by the overtime.

Guarantee: P.W.S.E.I. warrants and guarantees that for a period of one year from date of completion of the Work, it will repair or replace any Work which is defective in materials or workmanship or which does not conform to the specifications set forth in the Bid Documents. P.W.S.E.I.'S liability is limited to the foregoing and it shall not in any case be liable for indirect, incidental or consequential damages of any kind. Additionally, P.W.S.E.I. does not guarantee the performance of any material for other than those used for which the material is intended. In no case shall P.W.S.E.I.'S liability exceed that of the product manufacturer's guarantee.

**Insurance**: P.W.S.E.I. will supply worker's compensation insurance for its employees in the forms and amounts required by law. In addition, P.W.S.E.I. will supply general liability and auto insurance described in a certificate of insurance (supplied to the customer on request) with a combined single limit of \$1,000,000 per occurrence (or higher if stated in the proposal) written on an occurrence form.

Site Access: Customer agrees to insure that prior to any abatement operations, the control area and/or storage area shall be vacated and shall remain closed to all persons (other than P.W.S.E.I. employees) for the duration of the project. In the event that any individual other than P.W.S.E.I. employees enters the control area, Customer agrees to indemnify, defend and hold P.W.S.E.I. harmless, including its officers, directors, employees, agents and related affiliated entities, from and against any and all claims, demands losses, liabilities, costs, expenses (including reasonable attorneys' fees), fees, actions, suits, proceedings and judgments arising from or relative to asbestos, mold or lead exposure arising there from. If unauthorized visitors cannot be controlled by Customer, P.W.S.E.I., in its sole discretion, may terminate this contract and vacate the jobsite immediately. Customer shall be liable for the work performed by P.W.S.E.I. up to the date of termination, plus any losses incurred by P.W.S.E.I. as a result of said termination. Customer agrees to insure that all authorized visitors shall read and sign P.W.S.E.I.'S visitor policy. If an authorized visitor fails to read and sign P.W.S.E.I.'S visitor policy, customer agrees to indemnify, defend and hold P.W.S.E.I. harmless, including its officers, directors, employees, agents and relating affiliated entities, from and against any and all claims, demands, losses, liabilities, costs, expenses (including reasonable attorneys' fees), fees, actions, suits, proceedings and judgments arising from or relative to asbestos exposure arising there from.

Bonds: Upon request and at the expense of Customer, P.W.S.E.I. will furnish performance and payment bonds written by a corporate surety. The cost of any such bond is not included in the bid price unless specifically stated otherwise.

Cancellations: The owner may cancel this contract at any time prior to midnight of the third (3rd) day after signing this contract. Schedule changes must be made no later than 24 hours in advance. In the event our abatement crew shows up at the job site as scheduled, and are not able to start work, you agree to pay \$125.00 for 2 hours show up time.

Changes and Extras: Customer may change the Work at any time and from time to time, including changes in scope, methods, scheduling or performance requirement, in which case the contract price and completion date will be equitably adjusted. All change orders must be acknowledged in writing.

Supplied Property: Whenever the Customer, its employees, contractors (other than P.W.S.E.I.), use ladders, scaffolding, tools, vehicles, equipment or property of any kind either owned or rented by P.W.S.E.I., Customer shall indemnify and hold P.W.S.E.I. harmless from any and all claims, demands, damages, causes of action and suits of whatsoever nature and kind, arising out of or connected with the use of such ladders, scaffolding, tools, vehicles, equipment or property, except when caused by the sole active negligence of P.W.S.E.I..

Differing Site Conditions: If P.W.S.E.I. encounters subsurface or latent physical conditions at the site, differing materially from those indicated in the bid documents, or unknown physical conditions at the site, of any unusual nature, P.W.S.E.I. will promptly notify the Customer. If such conditions cause an increase or decrease in the cost of, or the time required for, performance of any part of the Work an equitable adjustment in price shall be made and the contract time modified accordingly.

Hosseikus Chapel	1 Rolph Park Drive	Crockett	CA 94525	Please Initial

### **Legal Terms and Conditions (continued)**

Force Majeure: P.W.S.E.I. shall not be deemed in default nor be liable for damages for any failure or delay in performance of its Work which arise out of caused beyond its reasonable control. Such caused may include, without limitation, acts of God or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, material shortages, or unusually severe weather. In the event the Work is delayed by such causes, the time for performance will be extended accordingly.

Insurance Payment: Customer further agrees that upon receipt of any insurance check and/or draft for that portion of the work performed by P.W.S.E.I. for which the insurance Company is to pay or has paid under any insurance policy, that Customer will endorse and deliver said check/daft to P.W.S.E.I. within seven (7) days of receipt. Customer hereby assigns said insurance payment to P.W.S.E.I. By signing below, Customer further grants to P.W.S.E.I. a special irrevocable Power of Attorney giving P.W.S.E.I. the power and authority to endorse in the place and stead of Customer any check or draft from any such insurance company that is in payment or reimbursement for such work performed by P.W.S.E.I.

Litigation: In the event of any dispute based upon, arising out of, or related to the breach, enforcement or interpretation of any of the provisions of this Agreement and/or if any of the parties hereto fails to perform any of their obligations under this Agreement, then the prevailing party, as the case may be, shall be entitled to recover payment from the non-prevailing or defaulting party, of all of its actual costs and expenses reasonably incurred on account of such dispute or default, and/or enforcing its rights under this Agreement, including, but not limited to, attorneys' fees, costs and expenses.

Legal Effect: This proposal offers to the Customer the terms and conditions upon which P.W.S.E.I. will perform the work described herein and is made without regard to any of the provisions in the Bid Documents not expressly incorporated herein by reference or otherwise agreed to in writing signed by P.W.S.E.I.. Upon acceptance, the proposal will represent the entire agreement of the parties with regard to performance of and payment for the Work and supersedes any and all previous understandings, representations and agreements between the parties hereto, whether written or oral.

Governing Law, Venue and Jurisdiction: This agreement shall be construed, interpreted and enforce according to the laws of the State of California. The parties agree that any and all disputes under this Agreement shall be brought in the state courts and/or the Federal courts located in the County in which the Customer signed this Agreement, or the County in which the Customer resides at the time a lawsuit is filed.

Severability: If any provision of this Agreement is deemed to be void and unenforceable, that provision shall be omitted only to the extent necessary to make this Agreement valid and enforceable, and the remainder shall remain in full force and effect.

No Implied Waiver: The failure to either party at any time to require performance by the other party of any provision hereof or to otherwise enforce any provisions hereof shall not affect in any way such party's right to require such performance or to enforce such provisions at any later time, nor shall a party's waiver of a breach by the other party of any provisions hereof be taken or held to be a waiver of such provision.

### **Additional Terms and Conditions Specific to Mold Remediation**

Protocol and/or Clearance Testing: If protocol and/or clearance testing is not included in the Scope of Work, Customer by and through his/her independent industrial hygienists and/or environmental consultants, represents that he/she has performed or will perform a thorough environmental investigation (including post-remediation/ clearance sampling) and will specify the methods and extent of remediation. Customer hereby releases P.W.S.E.I. and its employee, officers and successors from any liability for error or omission made in the preparation of the protocol and the remediation methods by the independent industrial hygienists and/or environmental consultants, Furthermore, should Customer elect not to hire independent industrial hygienists and/or environmental consultants to perform a thorough environmental investigation (including post-remediation clearance sampling), Customer agrees to indemnify, defend and hold P.W.S.E.I. harmless, including its officers, directors, employees, agents and related affiliated entities, from and against any and all claims, demands, losses, liabilities, costs, expenses (including reasonable attorneys' fees), fees, actions, suits proceedings, and judgments arising from or relative to mold exposure arising from the Affected Areas and/or any mold regrowth in and around the Affected Areas including but not limited to: Toxic, allergic, infectious and/or inflammatory illnesses and structural damage including warp, decay and dry rot.

Disclaimer: If not promptly and properly addressed, the Property may become biologically contaminated causing substantial additional damage that may present health hazards. If the customers' independent industrial hygienist's and/or environmental consultant's recommendations are refused, mold, fungi and/or bacteria could grow in or around carpet, padding, walls, cabinets and elsewhere within the structure, causing further property damage and/or resulting in a "sick" building – which may be a health hazard. Owner understands that problems may result including but not limited to: Toxic, allergic, infectious and/or inflammatory illnesses and structural damage including warp, decay and dry rot.

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Hosselkus Chapel	1 Rolph Park Drive	Crockett	CA 94525	Please Initial

### **Standard Billing and Payment Terms**

#### Billing: Final Payment is Due In Full Upon Completion of Work.

Hosselkus Chapel

Standard Billing and Payment Terms.

Interest at the rate of .83% per month will be charged on all past due accounts. In the event of failure to pay any of the amount due on this contract, all collection cost and/or attorney fees in the collection of any such amount will be paid by the customer

These Billing and Payment Terms are a standard policy and cannot be changed without written agreement approved and signed by the Company's President.

All Terms and Conditions are considered incorporated into any Purchase Order or Contract that is issued or signed by a P.W. Stephens Environmental, Inc. authorized employee.

#### **Insurance Authorization to Release Funds**

Customer agrees to authorize payment for services rendered to be paid Directly to P.W. Stephens Environmental, Inc. from my Insurance Company or Authorized Agent.

510.367.6098

	Name	Phone Number	
	1 Rolph Park Dri	ve	
_	Address	Claim Number	
	Crockett, CA 945	525 December 9, 2020	
_	City / State / Zip	Date	
			Please Initial
		Notice to Owner	
the proce contracto	eeds of the sale used to sa or in full if the subcontractor,	at after a court hearing, your property could be sold by a c tisfy the indebtedness. This could happen even if you halp a could happen even if you halp a could happen even if you happens or suppliers remain unpaid.	
DWEEL	is authorized and requested	to sign the Hazardous Waste Manifest on my behalf.	
P.VV.3.E.I	is dutilonized and requested	to sign the hazardous waste mainlest on my behalf.	
P.VV.3.E.I	is dutionized and requested	to sign the Hazardous waste mainlest on my behalf.	Please Initial
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I hereby a	agree to the P.W. Stephens Ei	Date: December 9, 2020  P.W. Stephens Environmental, Inc.	Please Initial

Tax ID#: 26-2908551 - Cal/OSHA Number: 966 - State License Number: 922790

<u>Please sign and return this original contract in its entirety upon agreement, including its: Cover Letter, Scope of Work, General Items, Conditions of the Proposal, Legal Terms and Conditions and Cond</u>

12/9/2020 10:10

## Responsibility

File Name: Orgchart 8 MK.XLS

### CROCKETT CSD REORGANIZATION CHART







