

CROCKETT COMMUNITY SERVICES DISTRICT

Regular Business Meeting

AGENDA FOR WEDNESDAY, FEBRUARY 28, 2024

Time: 6:00 PM - Closed Session
TIME: 7:00 PM – Regular Meeting
PLACE: Crockett Community Center, 850 Pomona Street, Crockett, CA

1. CALL TO ORDER - ROLL CALL
2. CLOSED SESSION:
 - a. CONFERENCE WITH LABOR NEGOTIATORS.
 - Public Employee Negotiations: District Secretary and Administrative Services Manager. Pursuant to Government Code Section 54957.6.
3. RECONVENE TO REGULAR SESSION:
4. REPORT ON CLOSED SESSION
5. CALL TO ORDER - ROLL CALL
6. CALL FOR REQUESTS TO CONSIDER ITEMS OUT OF ORDER
7. 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.)
8. PUBLIC HEARING: None.
(Public comments are limited to two minutes for each person with full discussion limited to twenty minutes unless extended by Board President.)
9. CONSENT CALENDAR: Consideration of a motion to approve the following items:
(Items are subject to removal from the 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 Minutes of CCSD Board meeting on January 24, 2024.
 - b. Receive minutes of commissions and committees.
 - c. Approve payment of District bills.
 - d. Receive the 2023 Pollution Prevention Plan Annual Reports for Crockett Sanitary and Port Costa Sanitary departments.
 - e. Approve Resolution 23/24-16: Appoint Dale McDonald as commissioner to the Crockett Sanitary Commission (CVSAN) and Appoint Valerie Quade as commissioner to the Recreation Commission and alternate to the Crockett Sanitary Commission (CVSAN).

10. ADMINISTRATIVE:

- a. Consider items removed from the Consent Calendar.
- b. Consider Resolution No. 23/24-17: Appoint District Secretary.
- c. Consider Resolution No. 23/24-18: Appoint Administrative Services Manager.
- d. Consider Resolution 23/24-19: Appoint Julie Fisk to the Lighting and Landscape Commission.
- e. Consider Resolution 23/24-20: Appoint William Lee Vance as an alternate to the Port Costa Commission (PCSAN).
- f. Approve Resolution No. 23/24-21: Nominate John Mackenzie for a seat on LAFCO Board.
- g. Approve Resolution No. 23/24-22: Add District Engineer and Administrative Services Manager to the Conflict-of-Interest Code and the District Code.
- h. Consider Resolution 23/24-23: Serve as the local government sponsor for Port Costa Community Alliance for public stair repairs.
- i. Consider Employment Agreement Modification for Recreation Department Manager Wilson, increasing salary from Level II Step e, \$2,993 to Level IV Step a \$3,624 per month.
- j. Discuss business matters concerning legal counsel.
- k. Discuss renaming 1 Rolph Park Drive.
- l. Approve Landscape Maintenance Agreement with Caltrans for Bridgehead.
- m. Consider a Memorandum of Understanding with the Dog Park Committee.

11. BUDGET AND FINANCE:

- a. Discuss financial matters related to the District.
- b. Consider report on Budget for FY 2023/24.

12. MANAGERS' REPORTS/REPORTS FROM COMMISSIONERS:

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

- a. Recreation Department
- b. District Secretary
- c. Maintenance Department
- d. Port Costa Sanitary Department
- e. Crockett Sanitary Department
- f. Lighting & Landscape Commission
- g. Governmental matters
- h. Announcements and discussion

13. REPORTS FROM BOARD MEMBERS AND COMMITTEES:

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

- a. Personnel Committee: Cusack (chair), Martinez, Spinner, Wais, and Wilson
- b. Budget & Finance Committee: Mackenzie and Barassi
- c. Police Liaison Committee: Currington (chair), Wais, Pennisi, and Ritchey
- d. CVSAN Wastewater Committee: Members Bartlebaugh and Manzione (chair)
- e. Memorial Hall Advisory Committee: Members Peterson and Wilson (chair)

- f. Ad Hoc committees
 - Personnel/District Code: Members Brosnan, Cusack, Martinez (chair), Peterson, and Wais.
 - g. Inter-agency meetings
14. FUTURE AGENDA ITEMS/BOARD COMMENTS
15. ADJOURNMENT: until March 27, 2024.

HOW TO SUBMIT PUBLIC COMMENTS:

You will find the Minutes of this meeting posted on our website at www.town.crockett.ca.us/meetings

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 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 related 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 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

For Review

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MINUTES OF REGULAR BOARD MEETING: JANUARY 24, 2024.

1. CALL TO ORDER - ROLL CALL: The meeting was called to order at 6:37 pm by President Barassi. Present were Board Members, Barassi, Martinez, Peterson and Spinner. Director Mackenzie arrived at 6:43 pm. Director Barassi left the meeting at 8:10 pm. Staff present included: Interim General Manager (IGM)/ District Secretary (DS) Rivas, District Engineer (DE) Murdock, Administrative Services Manager Goodman, and Sanitary Services Manager James Barnhill. CVSAN Commissioner Wais was also present.
2. CLOSED SESSION: The Closed Session began at 6:43.
 - a. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION.
 - Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Cal. Govt. Code Section 54956.9: One case.”
 - b. CONFERENCE WITH LABOR NEGOTIATORS.
 - Public Employee Negotiations: Interim General Manager/District Secretary. Pursuant to Government Code Section 54957.6.
3. RECONVENE TO REGULAR SESSION: The regular session resumed at 7:41 pm.
4. REPORT ON CLOSED SESSION: President Barassi reported that one action was taken by the Board to authorize legal counsel to enter into a tolling and joint defense agreement with ASR C&H.
5. CALL TO ORDER — ROLL CALL, INSTALLATION OF OFFICERS, AND COMMITTEE ASSIGNMENTS: All Board members were present. DS Rivas thanked President Barassi for his three years as Board president. Mr. Barassi is excited to see a new generation coming into this leadership position. President Spinner expressed his appreciation for Mr. Barassi's three-year tenure. Spinner joined the Board about a year ago when the state of affairs was less than desirable but feels that things are going in the right direction. VP Martinez thanked Director Mackenzie for his support that brought her on the Board, and she expressed her intention to support President Spinner and the Board as best possible.

Director Barassi was appointed to the finance committee and President Spinner will remain on the personnel committee. No changes were made to other committees.
6. CALL FOR REQUESTS TO CONSIDER ITEMS OUT OF ORDER: ASM Goodman requested to pull Item 9d. Crockett Sanitary (CVSAN) Commissioner Chair Manzione asked to move items 12e (CVSAN) and 13d (CVSAN Wastewater) out of order and present them as one report. He reported that the wastewater committee has three projects regarding the Joint Use Agreement (JUA) renewal: 1) renewal of the Joint Use Agreement (JUA) expressed as a modification of the original 1976 agreement with C&H, 2) the assessment of C&H billing to determine exactly what

9.a

Members: Luigi Barassi, John Mackenzie, Diana Martinez (VP), Kent Peterson, Nick Spinner (President)

the District is paying for, and 3) C&H invoicing to assure the District is billing correctly. Small breakout meetings have been established as part of the negotiation process: a) technical and pricing, b) legal and financial, and c) funding sources. Mr. Manzione commended the Board for appointing former general manager Dale McDonald to CVSAN as he brings a wealth of information useful for the negotiation process. The anticipated process includes a draft modified agreement that has been approved by both negotiating parties, then presented to CVSAN for approval, and finally presented to the Board for review and comment. The negotiation team will be clear that the Board is the signatory authority.

A brief discussion was had regarding the creation and management of sensitive confidential records. Both negotiation teams agreed that as long as the District is not a party to the current litigation issues C&H is undergoing and there is no direct influence on the negotiations, both sides have agreed to focus on the matters of the JUA. The District Board and CVSAN both consult with the same attorney.

7. PUBLIC COMMENTS ON NON-AGENDA ITEMS: Director Peterson announced that he expects to leave the Board between April and June of this year. He has asked CVSAN Commissioner Dale McDonald to apply for the seat.

A member of the public brought up the issue of repeated property damage in residential streets caused by large delivery trucks to and from C&H. She has posted on Facebook asking that the community take photos of truck license plates and report them to Greg Green (security manager) at C&H. Several agencies were discussed to contact to address the truck route issues including Caltrans and Contra Costa Public Works. Ms. Wais reported that existing truck signage is not legally approved signs and is therefore not enforceable. Director Peterson suggested that the issue be presented to the Crockett Improvement Association (CIA).

President Nick Spinner announced that a candidates' forum is scheduled for February 8th at the community center and is asking for assistance in planning the event. The event is tentatively scheduled to begin at 5:30 pm.

Ms. Wais inquired about the MOU for the Dog Park. She stated that the District is not supposed to pay for anything associated with this project. Director Peterson has drafted a Memorandum of Understanding (MOU), but no further progress has been made.

8. PUBLIC HEARING: None.

9. CONSENT CALENDAR: Item 9e was pulled for discussion. Item g was corrected from Approve to Receive. Items 9a-9c, 9f & 9g were approved. (Mackenzie 1st, Martinez 2nd, 3/0 in favor; 1 abstain, 1 absent)

- a. Approve Minutes of CCSD Board meeting on December 20, 2023.
- b. Receive minutes of commissions and committees.
- c. Receive payment of District bills.
- d. Receive Annual Report on the use of recreation taxes (Gov't Code Sec. 50075.3)
Item was removed.
- e. Receive annual CPA report. Item was pulled for discussion.
- f. Receive Resolution 2023-1 Allocation of Crockett Cogeneration Plant Property Taxes (Crockett Community Foundation).
- g. Receive proposed budget schedule for 2024.

10a ITEMS REMOVED FROM THE CONSENT CALENDAR: Items 9e: ASM Goodman reported that the previous years have not been completed; 2022 and 2023. Ms. Goodman has been working with CPA Dave Farnsworth. The 2022 report submission deadline is February or March, and the 2023 report

submission deadline is May 2024. Mr. Farnsworth is on schedule to submit the District's financial report to the State Controller's Office. Ms. Goodman had reached out to him monthly with no response until January. The cause of the delays appears to be missing reports to the CPA.

Switching auditors every three years is good practice. President Spinner stated that finding a new CPA should be a staff-led task. ASM Goodman volunteered to prepare an RFQ to identify a new CPA. DS Rivas suggested that we consider identifying CPA firms by inquiring through membership services that the District is currently involved with for the RFP process.

- 10b APPROVE SALARY SCHEDULE TO MEET JANUARY 2024 REQUIREMENTS: The State mandated a minimum wage increase of \$.50. ASM Goodman presented the minimum wage increases for recreation staff and reported that the payroll for January reflected the increases listed. Approved (Martinez 1st, Mackenzie 2nd, 4/0, 1 absent)
- 10c APPROVE PERSONNEL AD HOC POLICY UPDATES: VP Martinez reported that the ad hoc committee has canceled the last two meetings, but a meeting is scheduled for the next day.
- 10d CONSIDER RESOLUTION NO. 23/24-15 RE-APPOINTING KAREN KLAIBER AND TOM LIST TO PORT COSTA SANITARY COMMISSION FOR TWO YEARS: Approved with corrections. (Mackenzie 1st, Martinez 2nd, 4/0, 1 absent)
- 11a. DISCUSS FINANCIAL MATTERS RELATED TO THE DISTRICT.: Effective January 1st, the LAIF statement balance is \$4,684,182.74 with an interest earned amount of \$47,056.63.
- 11b CONSIDER REPORT ON BUDGET FOR FY 2023/24.: Ms. Goodman continues to work on trying to prepare monthly summary sheets. Water usage data has been requested. She will be sending out meeting requests to budget and finance committee members for February meetings. Ms. Goodman will be meeting with Director Peterson for additional information on the budget process as it pertains to property tax allocations. President Spinner inquired about the purpose of the monthly statements. Director Peterson explained that monthly statements are a method of reconciliation with the County records and reflect any potential discrepancies in the District's accounting.
- 11c. DESIGNATE SIGNATORIES FOR THE COUNTY TREASURER AND AUDITORS/CONTROLLERS OFFICE: Nicholas Spinner and Diana Martinez will be added as signatories to the County Treasure and auditor/Controller's office. Staff will update other signatories based on current conditions.
- 12a. MANAGERS' REPORTS RECREATION: RDM Wilson was not in attendance. DS Rivas reported on his behalf. Recreation passed their health department inspection. The John Swett High School swim team starts on February 5. Ms. Rivas reminded the Board that rates had recently increased but Mr. Wilson has not reported on how the rate increases were received by the schools. There was a mandatory site visit on January 19th for the Alexander Park Improvements bid (Prop 68) for handicap accessibility improvements. Bids are due February 9 at 2 pm.
- 12b. MANAGERS' REPORTS DISTRICT SECRETARY: DS Rivas reported that she is working on distributing the Form 700 forms (Statement of Economic Interest). The office has continued to hold staff meetings on Thursdays. We are continuing to make progress on the maintenance of the building. She commended staff for their efforts on the JUA agreement. Weekly staff meetings have continued and have been informative and productive.
- 12c. MANAGERS' REPORTS MAINTENANCE DEPARTMENT: Mr. Murdock reported that the front doors at 1 Rolph Park Drive will be installed soon. He reported that Revival Coffee is doing well. The coffee cart passed all inspections and is fully insured. The ramp roof does not have sprinklers.

Director Mackenzie reported that the installation of sprinklers is not necessary unless there is a major remodel of more than 50% of the building.

DS Rivas reported that the local fire station was in the parking lot and asked for a tour of the building. The building is complicated but now they are now better equipped to enter the building should there be a fire.

12d. MANAGERS' REPORTS PORT COSTA SANITARY DEPARTMENT: SDM Barnhill reminded the Board of the electrical pole fire in Port Costa in December. The generator ran continuously for 700-plus hours of continual use. Before this incident, as of October, the generator had a total of 396 hours of run time. It is a standard recommendation to load bank emergency generators after approximately 13 to 20 hours of run time. The generator maintenance contractor performed full-service maintenance in January: oil, fuel, and filters. The engine oil was sent out for metals analysis, he said that he plans to run the metals analyses annually. The oil filter was blackened and replaced. Mr. Murdock said that staff will see if there's an exhaust system leak into the generator enclosure.

The three-cylinder Kubota (25 Kilowatt) generator seems to be in good shape. Full-service is typically performed in October /November in anticipation of wet weather but this incident moved this task earlier. He will reassess the generator in October and determine if it warrants another full service. The septic tank was cleaned. The surface solids, scum, were removed by vacuum truck. The truck departed with a full load.

Director Mackenzie reported that the property owner of the pole's location sent a check for almost the entire damage estimate in case he was the responsible party but asked for a hold until that decision was made. Mr. Mackenzie expects to meet with a railroad representative soon to assess and identify the responsible party.

12e. MANAGERS' REPORTS CROCKETT SANITARY DEPARTMENT: Mr. Murdock reported a large Sanitary Sewer Overflow (SSO) on January 3rd on Edward Street. He reported 30,000 gallons went down the storm drain as estimated from the time sanitary staff was informed but the actual amount may be higher. The volume qualifies this as a class one spill and therefore reported to the State Waterboard. The high volume is due to multiple property lines located on a slope. The spillage originated from two laterals at 555 and 535 Pomona which are in good shape and likely the result of an unknown blockage.

Staff have received the water data from EBMUD which is needed to calculate sewer use fees. Staff continue to work on the JUA renewal.

12f. MANAGERS' REPORTS LIGHTING & LANDSCAPE COMMISSION: Mr. Murdock reported that the Lighting and Landscape (L&L) will begin clearing the north side of Pomona Street through Alexander Street and clearing between five to ten feet of County property. The Crockett Improvement Association has previously requested the County to clear this area with no response so the L&L Commission decided to move forward and clear the area.

12g. MANAGERS' REPORTS GOVERNMENTAL MATTERS: ASM Goodman reported that LAFCO (Contra Costa Local Agency Formation Commission) has an opening for a seat on their board. The incumbent is Michael McGill from the Central Sanitary District who will be seeking a reappointment. As a voting member, CCSD can nominate a representative if there is interest. The process requires a nomination by a board, approved by resolution, and submitted by March 11. President Spinner nominated Director Mackenzie who accepted. Staff will work on preparing the resolution for the February agenda.

DS Rivas reported that she reconnected with Harpreet Sandhu of Congressman Garamendi's office at a business mixer. They have a local office in Richmond.

12h. ANNOUNCEMENTS AND DISCUSSION: No report.

13a. REPORT FROM PERSONNEL COMMITTEE REPORT: No report.

13b. REPORT FROM BUDGET & FINANCE COMMITTEE: No report.

13c. REPORT FROM POLICE LIAISON COMMITTEE: NO Report.

13d. REPORT FROM CVSAN WASTEWATER COMMITTEE: DS Rivas reminded the Board that CVSAN Chair Manzione presented a combined report for CVSAN and Wastewater.

13e. REPORT FROM MEMORIAL HALL ADVISORY COMMITTEE: No report.

13f. REPORT FROM AD HOC COMMITTEES: No report.

13g. REPORT FROM INTER-AGENCY MEETINGS: No report.

14. FUTURE AGENDA ITEMS/BOARD COMMENTS: Director Mackenzie announced that the fire department received a new water tanker that was partially funded by the Crockett Community Foundation.

- Resolution approving Martin Luther King, Cesar Chavez, and Juneteenth holidays.
- Annual Report on the use of recreation taxes (Gov't Code Sec. 50075.3)

12. ADJOURNMENT. The meeting was adjourned at 9:00 pm until February 28, 2024.

Respectfully submitted,
Sonai Rivas, MBA
District Secretary

Minutes from Commissions and Committees

For CCSD Meeting of February 28, 2024

RECREATION COMMISSION

- January 8, 2024

POLICE LIAISON COMMITTEE

- January 9, 2024

BOARD PERSONNEL COMMITTEE

- January 9, 2024

LIGHTING & LANDSCAPE COMMISSION

- None

PORT COSTA SANITATION

- January 10, 2024

CROCKETT SANITATION

- January 17, 2024

MEMORIAL HALL ADVISORY COMMITTEE

- None

CROCKETT RECREATION COMMISSION

of the Crockett Community Services District

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MINUTES OF REGULAR MEETING, JANUARY 8, 2024

1. CALL TO ORDER: The meeting was called to order at 6:04 pm by Chair Cusack. Present: Commissioners Cusack, Valentini, and Choquette; Staff Interim General Manager (IGM)/District Secretary (DS) Rivas, Administrative Services Manager (ASM) Goodman, and Recreation Department Manager (RM) Wilson and Events Supervisor (ES) Morales; Public Valerie Quade and Tom List (Commissioner Port Costa Sanitary); CCSD Directors Barassi and Martinez. Absent: Commissioner Airoidi (excused)
2. CALL FOR REQUESTS TO CONSIDER ITEMS OUT OF ORDER: None.
3. PUBLIC COMMENT ON NON-AGENDA ITEMS: CCSD Director Barassi announced that he is no longer President and asked the commissioners to think about possible recreational uses of 1 Rolph Park Drive. A new budget cycle is approaching and would like commissioners and recreation staff to consider the extent of their use of the building. Asks should be for practical applications. Commissioner Choquette asked about renovations to the building and the presence of mold. Remediations of the building have been completed and some work has been done by staff and volunteers to help move the project along. It was noted that the purchase of the building happened during covid and while public use of the building was initially intended, the process of renovation for public access was stalled. Some improvements include ADA-accessible restrooms downstairs and some paint. IGM Rivas and Barassi spoke on the need to generate income to fund building projects and offered creative means to achieve goals. RDM Wilson asked if Recreation was paying for a portion of the mortgage and if so how much? ASM Goodman stated she would report those numbers at the next meeting. Chair Cusack asked this be added as a future agenda item.
4. SEATING OF NEW MEMBER – VALERIE QUADE: SEATED
5. CONSENT CALENDAR: Minutes for December 4, 2023, were approved with no corrections (Choquette 1st, Valentini 2nd. Unanimous: 4/5, 1 absent)
6. RECREATION: None.
 - 7a BUDGET AND FINANCE: ASM Goodman presented Recreation transmittals. Chair Cusack asked about the payment for The Real Yellow Pages. Recreation is paying to advertise the community center as a rental venue. Commissioner Quade asked for more descriptions of line items in the warrant transmittal. Ms. Goodman explained the billing/check-writing process.
 - 7b BUDGET PROCESS FOR 2024: Ms. Goodman presented a tentative budget calendar for the fiscal year 24/25; the schedule is pending board approval. Tom Cusack, John Valentini, and Ron Wilson were identified as representatives for the budget process. A breakout meeting will be scheduled.

Members: Jeff Airoidi (VC), Louise Choquette, Tom Cusack (C), Valerie Quade, John Valentini

8a. RECEIVE REPORT ON ACTIONS TAKEN BY THE DISTRICT BOARD: IGM Rivas reported that Nick Spinner and Diana Martinez were voted in as President and Vice President, respectively. They will be sworn in at the next board meeting on January 24, 2024. Change in leadership for CVSan with Mark Manzione as chair and Scott Bartlebaugh as Vice-Chair. Director Kent Peterson announced an impending resignation and that he will not be finishing out his term with the CCSD Board, but no resignation date was given. Chair Cusack asked if Director Peterson would continue with his role on the Personnel Ad Hoc Committee, and Director Barassi informed the group that the new President of the Board may appoint members of the public to ad hoc committees.

8b. CONSIDER RAISING THE POOL BASE RENTAL RATES: IGM Rivas recommended increasing the marketing and visibility of the rentals offered through the Recreation Department. Revamping the current website can help generate more revenue for recreation by advertising our space for meetings and including more pictures and lists of amenities available. She googled the Crockett Community Center and noticed that the results were not unique to Recreation but instead tied to CCSD. One example was our Yelp account, which is listed as CCSD, not the Community Center. She would like to work with the Recreation staff to update keywords to increase venue usage. Commissioner Quade noted we do not have enough photos on the website and suggested a new website be built. Commissioner Choquette agreed we should include photos of the Community Center kitchen because it is beautiful. IGM Rivas said we should not create a new website but continue using the current website as it is hosted by a company that specializes in special districts. Approved (Quade 1st, Valentini 2nd, 4/0, 1 absent)

8c. WEBSITE UPDATES: DS Rivas presented the list of meetings and holidays. Two holidays are still questionable but suggested that the commissioners use the spreadsheet to update their calendars.

8d. VISIBILITY AND ADVERTISING: IGM Rivas suggested discontinuing the Real Yellow Pages and instead focusing on Yelp. She will be working with staff on this project.

9. REPORT OF DEPARTMENT MANAGER: RDM Wilson reported JSHS will begin using the pool on February 5th, and CST will start in April. Mr. Wilson was asked by IGM Rivas to provide more information on Community Center Rentals – all but 5 Saturdays are rented from now until this time next year (2025), and many Sundays have been booked out in advance. The Prop 68 bidding continues with bid opening on January 19th and bid announcements and selection on February 2nd. RDM Wilson also painted the park restrooms.

10. REPORTS FROM COMMISSIONERS: Commissioner Choquette wanted to thank everyone again for their hard work, and especially thank Ron for his continued service and our holiday dinner. She is very impressed with how lovely the grounds look.

11. FUTURE AGENDA ITEMS:

- Recreation Department asks for 1 Rolph Park Drive

12. COMMISSIONER COMMENTS: Commissioner Choquette asked if we were on time for all of our reporting. ASM Goodman answered that staff illness for most of December impeded workflow but it is a high priority and is slowly being worked on.

13. ADJOURNMENT: The meeting was adjourned at 6:44 PM until February 5, 2024.

Respectfully submitted,
Sonia Rivas, MBA
District Secretary

CROCKETT POLICE LIAISON COMMITTEE

of the Crockett Community Services District

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MINUTES OF REGULAR MEETING, JANUARY 9, 2024

1. CALL TO ORDER: The meeting was called to order at 7:01 PM by Chair Currington. Present were Committee members Pennisi, Ritchey, and Wais.
Staff present included Interim General Manager (IGM)/District Secretary (DS) Rivas, Administrative Services Manager (ASM) Goodman, and Event Supervisor (ES) Morales.
2. CALL FOR REQUESTS TO CONSIDER ITEMS OUT OF ORDER: None.
3. PUBLIC COMMENTS ON NON-AGENDA ITEMS: ES Morales inquired about vehicle break-ins the night before. Officer Sheppard reported that the graveyard shift has prepared reports but there are no suspects or witnesses. Ms. Morales stated that a person with a camera captured a white vehicle but was unable to remember who the camera owner was.
- 4.a. LAW ENFORCEMENT ISSUES AND REPORTS - REPORT FROM DEPUTY: Lieutenant Rodriguez was unable to attend the meeting but has communicated with Chair Currington via email regarding Phillips 66 (P66).

Deputy Sheppard reported he was away for a short while resulting in reduced reporting numbers for the month. There were 266 service calls mostly self-generated, routine calls (general patrol, parking enforcement, and vehicle stops)

He reported two significant crimes: 1) there was a rebar theft by Forth and Starr Street but there were no suspects, leads, or witnesses; 2) several people reported on Facebook that there was a robbery at the Crockett gas station as speculated due to the number of police cars and flashing lights. Deputy Sheppard reported that there was a 911 call with a hang-up. Dispatch called back but there with no answer. The dispatcher thought a robbery could be in progress with possible injuries and sent out a patrol to investigate. Public Safety responded but there was no evidence of a burger or any other adverse activity.

At the previous meeting, a member of the public inquired about a burglary at the gas station that happened roughly 2 – 3 weeks before where the windows of the gas station were smashed. Deputy Sheppard concluded that the incident had been an attempt to steal the ATM but was unsuccessful.

ASM Goodman reported that a resident of Second Avenue who owns a small RV had expressed interest in attending the meeting to report repeated calls from a neighbor to the Sheriff's office for parking her RV on the street. The resident is concerned because she was informed that the sheriff will begin enforcing the two-hour parking limits. The deputy stated that the enforcement is merely a citation and technically, the person is supposed to move locations after 72 hours. A person can drive their vehicle around the block and park in the same spot and nothing can be done. Most cities resolve the parking issue with parking permits. Parking restrictions have historically not been enforced in Crockett. He has requested that the community direct how they wish to proceed with parking enforcement issues on commercial streets.

Members: Raina Currington (Chair), Mary Wais, Michael Pennisi, Bob Ritchey

A brief discussion was had regarding a local RV resident who continually parks longer than the 72-hour allowance. This person typically responds to code enforcement units. He will move for a few days and then return after a few days on a continual rotation basis.

ON-GOING NOTE: Officer Sheppard is typically available, Tuesday through Friday. Callers can call and ask for him by asking for 1Paul18. He can also be reached via email at kshep001@so.cccounty.us

To report **illegal dumping**, call the **non-emergency number (925) 646-2441** and provide as much information as possible, especially a license plate if it the dumping was witnessed.

4.b REPORT FROM CHP ON TRAFFIC ISSUES: CHP was not in attendance.

4.c NEIGHBORHOOD WATCH: A brief discussion was had to determine if this item should remain or be removed since none of the neighborhood groups have been attending to report. Chair Currington suggested that the item remain in case a group attends.

5.a ACTIONS TAKEN BY THE DISTRICT BOARD: DS Rivas reported that Nick Spinner and Diana Martinez have been seated as president and vice president respectively on the CCSD Board. Mark Manzione and Scott Bartlebaugh have been seated as chair and vice-chair respectively for Crockett Sanitary (CVSAN). The Board approved the date change for the Police Liaison Committee from the first Monday of the month to the second Tuesday of the month.

5.b RECEIVE UPDATE ON LICENSE PLATE READERS (LPRS): Chair Currington reminded the members that P66 is working on their budget this month and hopes to hear back soon on their support for the LPRS. Lieutenant. Rodriguez previously shared that C&H had indicated that they would assist, but a specific amount was not discussed. He has not received any updates from C&H on this matter. Ms. Currington reported that the price for the LPRs has increased but the vendor has agreed to keep the original quoted price.

6. REPORTS FROM COMMITTEE MEMBERS: The conversation about parting gifts for outgoing committee members (Barbara Cardwell, John Angell, and Sylvia Melero) was resumed. All agreed that the gift should be commensurate with the committee member's time served. Possible gift options included a clock, engraved pens, and/or a gift basket. DS Rivas suggested that John Angell be recognized at a Board meeting due to the extent of his contributions to the community.

The funds should be allocated from the PLC account once identified. Chair Currington reported that the minutes of either February or March 2020 noted that the PLC had \$7,967.04 in its account but specific account information was not provided. A suggestion was made to inquire with John Angell regarding the account.

7.a CONSENT CALENDAR: Minutes for December 4th were approved. (Wais 1st, Pennisi 2nd, 4/0).

8. FUTURE AGENDA ITEMS:

- Parting gifts
- Parking permits

9. ADJOURNMENT: The meeting was adjourned at 7:35 PM until February 13, 2024.

Respectfully submitted,
Sonia Rivas, MBA
District Secretary

Members: Raina Currington (Chair), Mary Wais, Michael Pennisi, Bob Ritchey

Board Personnel Committee

of the Crockett Community Services District

P.O. Box 578 – Crockett, CA 94525

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MINUTES OF REGULAR MEETING, JANUARY 9, 2024

1. CALL TO ORDER: Chair Cusack called The meeting to order at 4:10 pm. Present: Commissioners Cusack, Martinez, and Spinner; Staff: Interim General Manager (IGM)/District Secretary (DS) Rivas, Administrative Services Manager Goodman, Absent: committee members Wais and Wilson.
2. CALL FOR REQUESTS TO CONSIDER ITEMS OUT OF ORDER: None.
3. PUBLIC COMMENT ON NON-AGENDA ITEMS: None.
4. CONSENT CALENDAR: Minutes for November 14, 2023, were approved with corrections (Martinez 1st, Cusack 2nd, 2/0, 1 abstain, 2 absent)
5. ADMINISTRATION:
 - a. REPORT ON ACTIONS BY THE BOARD: Nick Spinner and Diana Martinez will step in as president and vice president respectively at the January meeting. Director Peterson announced that he will not complete his term but plans to serve until a replacement has been identified and will serve through the 30-day posting period. Mark Manzione and Scott Bartlebaugh will step in as chair and vice chair respectively for Crockett Sanitary (CVSAN). The meeting and holiday schedule were approved. The District Secretary has been tasked with preparing a resolution to formally approve Martin Luther King, Cesar Chavez Day, and Juneteenth as official holidays.
 - b. UPDATE ON AD HOC COMMITTEE: Ms. Martinez reported that the ad hoc for personnel has not met in January but a meeting is scheduled for January 23rd. Ms. Martinez reported that the ad hoc committee's recommendations circumvent the Personnel Committee and are presented directly to the Board. The recommendations will be presented to the Board as sections are completed. The District Code should be reviewed annually with Staff doing an initial review. Ms. Martinez recommended that a policy committee be created and present sections monthly to address updates to the District Code. The District Code changes should be reviewed annually.
6. REPORTS/COMMENTS FROM COMMITTEE MEMBERS: Chair Cusack asked that initials be expanded to spell out the names of the members in the minutes for clarity. A discussion was had regarding the review process: the Personnel Committee distributes and tabulates the commissioner and Board reviews for the general manager and district secretary; they do not make any recommendations. The general manager reviews the

Committee Members: Tom Cusack (C), Diana Martinez, Nick Spinner, Mary Wais, Ron Wilson

district engineer, administrative services manager, sanitary department manager, and recreation manager. The recreation manager reviews all recreation staff.

7. FUTURE AGENDA ITEMS: None.
8. ADJOURNMENT: The meeting was adjourned at 5:20 PM until February 13, 2024.

PORT COSTA SANITARY COMMISSION

of the Crockett Community Services District

P.O. Box 578 - Crockett, CA 94525

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MINUTES OF REGULAR MEETING, JANUARY 10, 2024

1. CALL TO ORDER: The meeting was called to order at 7:02 PM by Chair Surges. Present were Commissioners Cusack, Klaiber, List, Scheer, and Surges. Staff present: present included Sanitary Department Manager (SDM) Barnhill, Interim General Manager (IGM)/District Secretary (DS) Rivas, District Engineer (DE) Murdock, and Administrative Services Manager (ASM) Goodman. Also present: Board directors Barassi and Mackenzie; Crockett Sanitary commissioners Manzione and Wais, and Police Liaison committee member Ritchey.
2. CONSIDER ITEMS OUT OF ORDER: None.
3. PUBLIC COMMENTS ON NON-AGENDA ITEMS: Mr. Jim Campbell introduced himself as a representative of the Port Costa Community Alliance group. He thanked the commissioners and staff for the work they do.
- 4.a CONSENT CALENDAR: Minutes of December 6, 2023. Items were approved with no changes. (Cusack 1st, Scheer 2nd, 5/0)
5. PUBLIC HEARING: None.
- 6a. REPORT ON ACTIONS TAKEN BY THE DISTRICT BOARD: DS Rivas reported that the District Board held elections and Nick Spinner and Diana Martinez were elected as president and vice-president respectively. Crockett Sanitary also held elections, Mark Manzione and Scott Bartlebaugh are chair and vice-chair respectively.
- 6b. SELF-MONITORING REPORT: Received. There were no spills in December.
- 6c. UPDATE ON ELECTRICAL POLE: DE Murdock provided a quick update on the status of the electrical pole fire. The replacement and connection were completed on December 28th. ASM Goodman presented a breakdown of costs with an estimated total of \$17,450.18 to date. The public asked several questions focused on identifying the party responsible for the repair costs.

In addition to the cost of pole replacement, staff will continue to perform tasks associated with the generator due to the excess usage. The generator clocked 700 hours during this repair period and will be serviced the following Monday. Mr. Barnhill reported that the generator is serviced annually around October. This incident simply accelerated the service schedule. The generator does an automatic 15-minute self-assessment on Mondays. PG&E's time to connect the line typically does not incur a cost.

Identifying the responsible party for the damage is still under investigation. CCSD Board Director Mackenzie reported that he is in discussions with two parties: the leaseholder and a railroad representative from Sacramento. Both the railroad and leaseholder are insured. He reported that Port Costa Sanitary would not be paying for the cost of the damage. Part of the discussion with the railroad will be around preventing future damage to the pole.

Mr. Barnhill reported that the wastewater system is run by the generator. The generator fuel consumption is 20 gallons per day and is refilled every 2 days. The fuel tank capacity is approximately 100 gallons. Sanitary staff takes a conservative approach to maintenance. A lack of oversight can contribute to an overflow into the bay. He has been preparing for the wet weather season. A rental generator can be brought in under extreme cases.

IGM Rivas commended staff for their efforts in the repair of the electrical pole. She briefly explained the challenges that staff encountered and specifically highlighted the level of dedication that DE Murdock partook in expediting the project.

6d. CONSIDER CHANGING DATE FOR THE FEBRUARY MEETING: The February meeting falls on Valentine's Day. DS Rivas polled the commissioners to see if the meeting should be changed to another day. The commissioners unanimously agreed to meet as scheduled.

7a. BUDGET AND FINANCE / WARRANT TRANSMITTALS AND BUDGET UPDATE:
Received.

7b. UPDATE ON 2024 BUDGET PROCESS: Ms. Goodman reported that a schedule has been prepared and anticipates that the Board will approve it at the January meeting. Commissioners Cusack and Surges were identified as the budget representatives for Post Costa Sanitary.

8. WASTEWATER: None.

9a. REPORT OF DEPARTMENT MANAGER: Mr. Barnhill reported that West County removed the top layer in the septic tank, approximately 1,500 gallons. He said that operations at the plant continued without known issues while the generator operated, and the generator performed properly. He said the generator began sounding differently as time progressed. A member of the public asked if the generator would need to be replaced because of this use. Mr. Barnhill said the generator should continue to work for many years as long as it continues to receive regular maintenance such as the regular annual and the upcoming Monday service.

9b. GOVERNMENTAL MATTERS: None.

9c. ANNOUNCEMENTS AND DISCUSSION: None

10. REPORTS/COMMENTS FROM COMMISSIONERS: The meeting was very well attended with approximately 30 attendees, mostly Port Costa residents. Commissioner Scheer thanked the public for attending and welcomed them to return for future meetings. Commissioner Scheer reported that she and John Mackenzie were on a committee with Kent Peterson regarding climate change concerns. DS Rivas informed the public that anyone can apply for an alternative seat for the Port Costa Sanitary and that the application can be found on the website. She encouraged everyone to visit the website and join the mailing list to receive the agendas and minutes.

11. FUTURE AGENDA ITEMS:

- Bull Valley Agricultural Center & Port Costa School – scope and costs. This item was discussed earlier under governmental matters.
- Acquire a backup effluent pump with the capacity to maintain flow to filter beds.
- Acquire two replacement peristaltic pumps for chemical dosing.
- Research funding and grant opportunities.
- Report on State Collection System Audit.
- Consider changing for meeting time to 6 pm.

12. ADJOURNMENT: The meeting was adjourned at 7:00 PM until February 14, 2024.

Respectfully submitted,
Sonia Rivas, MBA
District Secretary

CROCKETT SANITARY COMMISSION (CVSAN)

of the Crockett Community Services District

P.O. Box 578 - Crockett, CA 94525
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MINUTES OF REGULAR MEETING OF JANUARY 17, 2024.

1. CALL TO ORDER: The meeting was opened at 4:02 PM by Chair Manzione. Commissioners present: Mark Manzione, Scott Bartlebaugh, and Mary Wais. Chair D'Arcy Trask was absent (excused). New members Dale McDonald and Valerie Quade were present. Staff present: Interim General Manager (IGM)/District Secretary (DS) Sonia Rivas, District Engineer (DE) Gaunt Murdock, Administrative Services Manager (ASM) Jena Goodman, and Sanitary Department Manager (SDM) James Barnhill. District Board Member Kent Peterson was also present.
2. REQUEST TO TAKE AGENDA ITEMS OUT OF ORDER: The seating of new commissioners was moved to the front of the agenda. Dale McDonald and Valerie Quade (alternative) were seated and took the Oath of Office. Ms. Quade filled Commissioner Trask's seat in his absence.
3. PUBLIC COMMENTS ON NON-AGENDA ITEMS: DS Rivas presented a letter submitted by AJ Leonard regarding damage caused by C&H delivery trucks in residential streets. Damage was done on a street that is not a legal truck route; existing signage is not legal and therefore not enforceable. After a brief discussion on unenforceable signage, the Chair suggested that the public attend a Police Liaison Committee meeting.
4. CONSENT CALENDAR: Minutes for November 8, 2023, and December 13, 2023, were approved with amendments. (Wais 1st, Bartlebaugh 2nd, 3/0, 2 abstained, 1 absent).
5. SEATING OF NEW MEMBERS DALE MCDONALD AND VALERIE QUADE (ALTERNATIVE): The item was moved before Public Comments.
6. ADMINISTRATIVE: The district secretary was asked to add a bullet point to consider items removed from the Consent Calendar.
 - 6a. REPORT ON ACTIONS TAKEN BY THE DISTRICT BOARD: IGM Rivas reported the Board approved the appointments of Dale McDonald as CVSAN commissioner and Valerie Quade as Recreation commissioner and CVSAN alternate commissioner. Nick Spinner and Diana Martinez ran their first meeting as president and vice president respectively.
 - 6b. UPDATE ON STATE AUDIT: The Regional Water Quality Control State Waterboard audit was completed previously by sanitary staff. Responses are completed but staff expect additional follow-up questions. Chair Manzione requested that updates on the audit be added to future agenda items and added officially to the agenda to report when warranted. DS Rivas reminded the commissioners that the then-Chair Trask had requested a copy of the audit questions.
 - 6c. REVIEW ENCROACHMENT LETTER AND POLICY: DE Murdock reported that the encroachment policy was sufficient, and no further discussion was needed.

Commissioners: Scott Bartlebaugh (vc), Mark Manzione (c), Dale McDonald, Valerie Quade (alt.), D'Arcy Trask, Mary Wais

6d. REVIEW ENFORCEMENT POLICY: The DE Engineer expressed a concern that the enforcement letter can be seen as heavy-handed. Vice-Chair Bartlebaugh responded that the letter is a legal instrument and typical of enforcement notifications and did not appear threatening but informative of potential consequences. He suggested that the section on removing the identified connection could be stated earlier in the letter and pointed out that a timeframe to resolve the violation is not included. The letter notifies the property owner to partake in a public hearing. The public hearing process was discussed during a previous meeting. Mr. Bartlebaugh reminded the commission that the Board must request CVSAN to discuss first and make a recommendation to the Board. Chair Manzione offered to provide suggested edits.

Mr. Peterson stated that violation letters were written to reflect the violation type with language pulled from the District Code. In the case where an absentee property owner refuses to take responsibility, utilizing exact Code language and possible imprisonment may be appropriate. Commissioner McDonald stated that there is certain language that is required to alert the person of potential penalties. He supports the enforcement letter as is and also understands the position the DE is in concerning how some property owners may have strong opinions on the tone of the letter.

The previous attorney had rewritten the Code to allow enforcement of such violations because the current code is not enforceable, but the Board rejected the changes because they were considered too harsh and overreaching. Commissioner McDonald suggested that until the Board approves the new language, staff should continue to use the existing template unless the Board determines that the language should be modified.

No action is requested. Mr. Murdock was asked to present the revised Code language and a revised template in the future. Mr. Murdock pointed out two changes: reducing the number of notices regarding the service charge from two to one, and the enforcement section to allow the District to enforce violation corrections.

7 REPORT OF CONSULTING ENGINEER: DE Murdock reported that the consulting engineer Vivian Hausen responded with edits for the Alexander Park sewer line bid. We have an open-ended contract with Ms. Hausen, and she typically increases rates at the end of the year.

8 DISCUSS OPTIONS FOR WASTEWATER TREATMENT AND UPCOMING NEGOTIATIONS: Commissioner Manzione reported that this will also serve as the wastewater committee report. The team continues to meet in preparation for the Joint Use Agreement (JUA) with C&H. The team is reviewing cost allocations through a billing history assessment. An initial observation is that disinfectant is currently being paid 100% by the District but the use of disinfectant is required to meet permit requirements by the JUA partner as well; therefore, the allocation should be reconsidered.

A technical meeting is scheduled for Friday (January 19). The agenda includes discussions on 1) the electrical power supply, and reliability issues with the power supply; 2) communications; scheduling regular meetings and resuming receiving operation reports and live electronic data on the operations of the plant; 3) reliability and maintenance - status update on recent work performed, current and outstanding plans; 4) plant evaluations on the plant health assessment by an outside engineer. Staff anticipates they will want an update on other funding sources specifically referring to grant opportunities. Also anticipated is an update on where the District is regarding controlling rags and prohibited substances in the Crockett sanitary sewer. With such a large agenda, staff anticipates a follow-up meeting with the desired outcome that all items can be discussed before the larger main meeting.

Commissioners: Scott Bartlebaugh (vc), Mark Manzione (c), Dale McDonald, Valerie Quade (alt.), D'Arcy Trask, Mary Wais

Chair Manzione reported that the process is comprised of three projects: 1) renegotiating the JUA (deadline is July 2024), 2) the preparation of a draft document of the original agreement with recommended edits as prepared by the negotiating team comprised of commissioners Manzione, Bartlebaugh, DE Murdock and ASM Goodman; 3) present the draft agreement to CVSAN for a recommendation for final approval by the District Board. A draft document could tentatively be presented by April or May.

C&H has expressed an interest in continuing the partnership with the District. While the agreement is set to expire in May 2024, there is a clause that states that services will continue regardless if JUA renegotiations are completed or not. Commissioner McDonald recommended a Letter of Intent to allow an extension of the agreement should the expiration deadline not be met. Mr. Manzione will request a closed session to discuss the JUA edits.

Chair Manzione updated the commissioners that C&H is negotiating a lease renewal with the State Lands Commission; C&H is currently being sued for an odor incident that occurred two years ago; and C&H has asked the District to sign a tolling agreement that states that the District is willing to allow the statute of limitations (September 2024) to expire for them to sue the District. Director Peterson reported that the Board declined to sign the tolling agreement. None of these items are related to the JUA negotiations but were provided as information for the new commissioners.

9a RECEIVE WARRANT TRANSMITTALS: Received. The vice-chair inquired about the Villa Landscape payment. He addressed that the minutes reflected that some transmittals were missing. ASM Goodman will provide the missing transmittals at the following meeting. Ms. Goodman explained the oversight process of checks including that the Board president reviews and compares the checks with the actual invoices, then signs the transmittal reports. There was an incident where Ms. Goodman signed off a transaction for a corrected payroll payment to the county treasurer. When this occurs, the president will return to review any changes. In this instance, Ms. Goodman became ill and was not able to coordinate a second signature. The payment amount that she signed for was adjusted to reflect a lower amount than the originally approved payment that the Board president signed.

The District's CASA membership was renewed. Multiple agencies were discussed that provide training and valuable resources including CASA, California Special Districts Association (CSDA), and the Contra Costa Special Districts Association.

9b UPDATE ON BUDGET PROCESS FOR 2024: ASM Goodman provided an update on the budget process. The budget schedule is expected to be approved by the Board. She will initiate meetings with the budget and finance committee members on their respective budgets. Water data from East Bay MUD has been requested. She is confident that all targets will be met and noted that the budget is due to the County in August. Mr. Manzione suggested that the schedule differentiate sanitary where appropriate.

10a OPERATIONS, MAINTENANCE, AND CAPITAL IMPROVEMENTS: A significant Sanitary Sewer Overflow (SSO) occurred at 535m and 555 Pomona Street with a spillage of 80,000 gallons. The State Waterboard has been notified. There was relatively minimal damage to the properties. The District will be compensating them with a nominal fee for grass seed. East Bay MUD has returned for street repairs with great results.

Alan Strong of Telstar has identified most of the components needed for the MCC (Motor Control Center) and was referred to the design engineer for recommendations for appropriate replacements for the remaining components. As a reminder, the design engineer submitted a contract in August that was approved by both CVSAN and the Board. Mr. Murdock was able to shave \$15,000 from the contract by removing the project management cost since that task will

Commissioners: Scott Bartlebaugh (vc), Mark Manzione (c), Dale McDonald, Valerie Quade (alt.), D'Arcy Trask, Mary Wais

be performed by Telstar. Thomas Frisch was the original design engineer for the MMC project five years ago. The Telstar contract bills as work is performed.

SDM Barnhill reported that an estimated 50% of the CCTV project has been completed and the District has been billed for that work, and reporting has been updated. As anticipated, some areas will require attention and staff is careful not to double clean lines. The District is behind on CCTV capture but expects to be caught up by next year. A few home sales were completed without permits. After multiple discussions with various real estate agents, Mr. Murdock felt that the agents recognized the value of the lateral disclosures and transparency for home buyers. Realtors have learned that a lack of disclosure on laterals could result in lawsuits by new buyers. This was more prevalent a decade ago and rarely occurs now.

10b GOVERNMENTAL MATTERS: None

10c ANNOUNCEMENTS AND DISCUSSION: None

11a WASTEWATER COMMITTEE: Chair Manzione listed three special projects as 1) the JUA renewal; 2) C&H billing to the District; and 3) District billing of C&H for their contributions to sewer usage. Mr. Manzione asked if these projects warranted an ad hoc committee since the issues are beyond simple budget and finance. Commissioner McDonald offered to meet with staff to provide some background and hopefully will provide them with enough information to determine if an ad hoc committee is needed.

11b BUDGET & FINANCE COMMITTEE: The committee has not met but hopes to meet with ASM Goodman soon. Commissioner McDonald supported attending outside agency meetings such as the Contra Costa Special Districts Association and offered to share relevant knowledge he gathers from other agency meetings he attends.

11c INTER-AGENCY MEETINGS: This item will be modified to include associations.

12 FUTURE AGENDA ITEMS: Commissioners discussed the differentiation of pollutants versus the FOG program. A brief discussion on the purpose and process of future agenda items was discussed. Being cognizant of staff priorities and workloads, staff will bring items to the agenda when attention is warranted and/or a consensus by the Commission. Adding a proposed date to future items can cause additional pressure on a staff of three, especially when unexpected issues arise. IGM Rivas reported that staff has reviewed the Action Plan which has not been updated in a few years. After the initial update, staff stepped back and questioned if many of the items were still relevant. Mr. Peterson confirmed that the Action Plan is staff-generated to keep track of projects. The chair noted that the Future Agenda Items line item is not an action plan nor a schedule for tasks, but a method for all to filter things to put on the agenda.

- Enforcement letter template
- State audit report for the collection system.
- FOG Policy
- District Code enforcement rewrite

13. COMMISSIONER COMMENTS: None

14. ADJOURNMENT: The meeting was adjourned at 5:48 PM until February 21, 2024.

Respectfully submitted,
Sonia Rivas, MBA

Commissioners: Scott Bartlebaugh (vc), Mark Manzione (c), Dale McDonald, Valerie Quade (alt.), D'Arcy Trask, Mary Wais

CROCKETT COMMUNITY SERVICES DISTRICT
Crockett Community Services District

Auditor's Date: _____ Fund: 324100 Account : 0830

<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Credit</u>	<u>Num</u>
FUND 3241 - RECREATION				
01/02/2024	LESLIE'S POOL SUPPLIES	chemical supplies Inv#s 094688, 97268, 097546	437.54	14794
01/02/2024	Lincoln National Life Insurance Company	Insurance Acct# CCSCVD-BL-1564438	143.86	14795
01/02/2024	Mariano Alvarez	Event Deposit Refund 11/25/23	700.00	14796
01/02/2024	PG&E	Acct#8212111930-7	1,119.15	14797
01/02/2024	PG&E	Acct# 6757445609-0	1,264.88	14798
01/02/2024	RONALD D. WILSON	mileage reimbursement x-mas	78.27	14799
01/02/2024	TERMINIX	Inv#441120278	174.00	14800
01/02/2024	The Real Yellow Pages	acct# 800431701	129.38	14801
01/02/2024	UNIVERSAL BUILDING SERVICES	Inv#s 521169, 520633, 520634	1,654.00	14802
01/02/2024	CENTRA COSTA COUNTY TREASURER	Netchex Payroll nbr 16	11,467.02	14803
Total FUND 3241 - RECREATION			<u>17,168.10</u>	
TOTAL			<u>17,168.10</u>	



CROCKETT COMMUNITY SERVICES DISTRICT
Crockett Community Services District

Auditor's Date: _____ Fund: 324100 Account : 0830

Date	Name	Memo	Credit	Num
FUND 3241 - RECREATION				
01/03/2024	CONTRA COSTA COUNTY TREASURER	CalPERS payment	5,754.82	14804
Total FUND 3241 - RECREATION			5,754.82	
TOTAL			<u>5,754.82</u>	

Jan Hoch
1/3/24

CROCKETT COMMUNITY SERVICES DISTRICT
Crockett Community Services District

Auditor's Date: _____ Fund: 324100 Account : 0830

Date	Name	Memo	Credit	Num
FUND 3241 - RECREATION				
01/10/2024	SamClar	50% Deposit order# 4811, Office Furniture for Pool Project	15,732.94	14805
01/10/2024	UNIVERSAL BUILDING SERVICES	Inv#: 519287, 518918, 519653, 519654, 520267	3,020.00	14806
01/10/2024	RONALD D. WILSON	Milage Reimbursement Nov 1-30	121.18	14807
01/10/2024	TERRACARE ASSOCIATES	Landscaping services	4,610.00	14808
Total FUND 3241 - RECREATION			23,484.12	
TOTAL			23,484.12	

Jana Good
1/10/24

**CROCKETT COMMUNITY SERVICES DISTRICT
Crockett Community Services District**

Auditor's Date: _____ Fund: 324100 Account : 0830



<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Credit</u>	<u>Num</u>
FUND 3241 - RECREATION				
01/16/2024	CONTRA COSTA COUNTY TREASURER	Netchex Payroll Nbr 17, split	6,795.50	14809
01/16/2024	Ron Wilson	Mileage Reimbursement Nov 1-30 Reissue	41.92	14810
01/16/2024	DOLORES M. MORALES	Mileage Reimbursement Nov 1-30 Reissue	22.27	14811
01/16/2024	Susan Witschi	Mileage Reimbursement Nov 1-30 Reissue	56.99	14812
01/16/2024	EBMUD	102 Alexander 11/2/23-1/8/24	65.40	14813
01/16/2024	PG&E	Pool - Rolph & Pomona Acct# 2501517473-0	830.10	14814
01/16/2024	STATE COMPENSATION INSURANCE FUND	His Payment SPLIT Inv#1001642603	723.49	14815
01/16/2024	Studio 144 Architects	Inv#10 & 11	3,390.75	14816
01/16/2024	Crockett Community Foundation	Funds for 2023	16,000.00	14817
Total FUND 3241 - RECREATION			<u>27,926.42</u>	
TOTAL			<u><u>27,926.42</u></u>	



**CROCKETT COMMUNITY SERVICES DISTRICT
Crockett Community Services District**

Auditor's Date: _____ Fund: 324100 Account : 0830

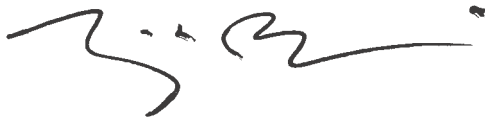
Date	Name	Memo	Credit	Num
FUND 3241 - RECREATION				
01/16/2024	CONTRA COSTA COUNTY TREASURER	Netchex Payroll Nbr 17, split	6,795.50	14810
01/16/2024	Ron Wilson	Mileage Reimbursement Nov 1-30 Reissue	41.92	14811
01/16/2024	DOLORES M. MORALES	Mileage Reimbursement Nov 1-30 Reissue	22.27	14812
01/16/2024	Susan Witschi	Mileage Reimbursement Nov 1-30 Reissue	56.99	14813
01/16/2024	EBMUD	102 Alexander 11/2/23-1/8/24	65.40	14814
01/16/2024	PG&E	Pool - Rolph & Pomona Acct# 2501517473-0	830.10	14815
01/16/2024	STATE COMPENSATION INSURANCE FUND	Ins Payment SPLIT Inv#1001642803	723.49	14816
01/16/2024	Studio 144 Architects	Inv#10 & 11	3,390.75	14817
01/16/2024	Crockett Community Foundation	Funds for 2023	16,000.00	14818
Total FUND 3241 - RECREATION			<u>27,926.42</u>	
TOTAL			<u>27,926.42</u>	



 1/17/24

CROCKETT COMMUNITY SERVICES DISTRICT
Crockett Community Services District

Auditor's Date: _____ Fund: 342500 Account : 0830

<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Credit</u>	<u>Num</u>
FUND 3425 - PC SANITARY - O&M				
01/02/2024	Eurofins Calscience	INV# 5700161608	1,181.25	1804
01/02/2024	Lincoln National Life Insurance Company	Insurance Acct# CCSVCD-BL-1564438	18.77	1805
01/02/2024	PG&E	Acct# 2704121327-6	523.52	1806
01/02/2024	CONTRA COSTA COUNTY TREASURER	Netchex Payroll nbr 16 - GENERATOR	3,430.38	1807
Total FUND 3425 - PC SANITARY - O&M			<u>5,153.92</u>	
TOTAL			<u>5,153.92</u>	



CROCKETT COMMUNITY SERVICES DISTRICT
Crockett Community Services District

Auditor's Date: _____ Fund: 342500 Account : 0830

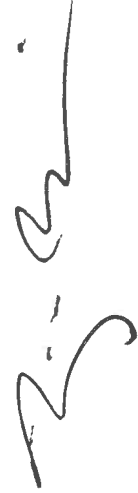
Date	Name	Memo	Credit	Num
FUND 3425 - PC SANITARY - O&M				
01/03/2024	CONTRA COSTA COUNTY TREASURER	CalPERS payment	575.48	1808
Total FUND 3425 - PC SANITARY - O&M			575.48	
TOTAL			<u>575.48</u>	

Jane Fowler
1/3/24

CROCKETT COMMUNITY SERVICES DISTRICT
Crockett Community Services District

Auditor's Date: _____ Fund: 342500 Account : 0830

Date	Name	Memo	Credit	Num
FUND 3425 - PC SANITARY - O&M				
01/16/2024	CONTRA COSTA COUNTY TREASURER			
01/16/2024	JP Electric	Netchex Payroll nbr 17 SPLIT	229.32	1809
01/16/2024	STATE COMPENSATION INSURANCE FUND	Pole and Pannel Replacement	13,240.00	1810
01/16/2024	Valley Operators, LLC	Ins Inv#10016428C3	160.77	1811
		inv# 2652 Monthly Service Fee	4,650.00	1813
Total FUND 3425 - PC SANITARY - O&M			18,280.09	
TOTAL			18,280.09	



**CROCKETT COMMUNITY SERVICES DISTRICT
Crockett Community Services District**

Auditor's Date: _____ Fund: 342600 Account : 0830

<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Credit</u>	<u>Num</u>
FUND 3426 - CV SANITARY - O&M				
01/02/2024	BILL'S UNDERGROUND	200 Clark Lateral Replacement INV#14159	8,275.00	7096
01/02/2024	EBMUD	1 RPD Acct#86466230369	211.12	7097
01/02/2024	Ground Penetrating Radar Systems, LLC	CCTV Audit INV#725995	2,600.00	7100
01/02/2024	Lincoln National Life Insurance Company	insurance acct#CCSVCD-BL-1564438	72.05	7101
01/02/2024	L.R. PAULSELL CONSULTING	Consulting 23-31 & HPC 23-34	2,595.00	7102
01/02/2024	MEYERS NAVE	Legal Consulting Svcs, Inv# 212335	926.64	7103
01/02/2024	PG&E	Electricity Acct# 6193854060-8	3,322.59	7104
01/02/2024	RONALD D. WILSON	X-mas Dinner Reimbursement	15.40	7105
01/02/2024	CONTRA COSTA COUNTY TREASURER	Netchex Payroll nbr 16	18,084.80	7106
Total FUND 3426 - CV SANITARY - O&M			<u>36,102.60</u>	
TOTAL			<u><u>36,102.60</u></u>	

CROCKETT COMMUNITY SERVICES DISTRICT
Crockett Community Services District

Auditor's Date: _____ Fund: 342600 Account : 0830

<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Credit</u>	<u>Num</u>
FUND 3426 - CV SANITARY - O&M				
01/03/2024	CONTRA COSTA COUNTY TREASURER	CalPERS payment	5,179.34	7107
Total FUND 3426 - CV SANITARY - O&M			5,179.34	
TOTAL			<u>5,179.34</u>	

Foral Hood
1/3/24

CROCKETT COMMUNITY SERVICES DISTRICT
Crockett Community Services District

Auditor's Date: _____ Fund: 342600 Account : 0830

Date	Name	Memo	Credit	Num
FUND 3426 - CV SANITARY - O&M				
01/10/2024	East Bay Municipal Utility District	Attn: Annie Pham, Water Consumption data for FY23 Crockett	234.00	7108
Total FUND 3426 - CV SANITARY - O&M			234.00	
TOTAL			<u>234.00</u>	

Fera Hatcher
1/10/24

**CROCKETT COMMUNITY SERVICES DISTRICT
Crockett Community Services District**

Auditor's Date: _____ Fund: 342600 Account : 0830

<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Credit</u>	<u>Num</u>
FUND 3426 - CV SANITARY - O&M				
01/16/2024	CONTRA COSTA COUNTY TREASURER	Netchex Payroll Nbr 17 SPLIT	945.52	7109
01/16/2024	Christian Mathews	Reimbursement for SSO damage to landscape 535 Pomona	41.54	7110
01/16/2024	Campbell Business Solutions	inv#5927, IT support	120.00	7111
01/16/2024	DENALECT ALARM CO.	Alarm 1 RPD Inv#R2251	535.91	7112
01/16/2024	EBMUD	500 Port St. Acct# 55397300001	400.66	7113
01/16/2024	L.R. PAULSELL CONSULTING	inv# 24-2 Progress Payment #2, Inv# 24-1 SSO 535 Pomona	13,831.25	7114
01/16/2024	PG&E	Acct # 6193851060-9	3,864.45	7115
01/16/2024	STATE COMPENSATION INSURANCE FUND	Ins Inv#1001642803 SPLIT	723.49	7116
01/16/2024	Villa's Landscape	Dec Maintenance Inv#CCSD-65	300.00	7117
Total FUND 3426 - CV SANITARY - O&M			<u>20,762.82</u>	
TOTAL			<u>20,762.82</u>	



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

February 16, 2024

Executive Officer
Attn: William Burrell
California Regional Water Quality Control Board
San Francisco Bay Region
1515 Clay Street, Suite 1400
Oakland, CA 94612

RE: 2023 Pollution Prevention Plan Annual Report
Crockett Sanitary Department of the Crockett Community Services District

Dear Mr. Burrell:

Attached is the Crockett Sanitary Department's Pollution Prevention Plan (PPP). The PPP is part of the Pollutant Minimization Program (PMP) which was prepared in accordance with the requirements presented in our NPDES permit CA005240, Board Order R2-2018-0012, effective July 1, 2018. C&H Sugar Company to submit their 2023 Pollution Prevention Plan in conjunction, under separate cover via submittal to the RWQCB CIWQS site. Together the plans make up the complete PPP as required under the Order. This report summarizes the activities completed by the Crockett Sanitary Department of the Crockett Community Services District during reporting year 2023.

If you have questions about the attached document or need any additional information I can be reached at (510) 787-2992 or via email at jbarnhill@town.crockett.ca.us cc engineer@town.crockett.ca.us manager@town.crockett.ca.us.

Sincerely,



James Barnhill
Department Manager
Crockett Community Services District

Attachment

cc: ASR Group / C&H Sugar Company, Inc.

9.d

CROCKETT COMMUNITY SERVICES DISTRICT
POLLUTION PREVENTION PLAN ANNUAL REPORT

2023
Crockett Sanitary Department

I. INTRODUCTION

Crockett is a small community with some industrial activities, restaurants, and shops. The Crockett Community Services District (hereinafter, the District) collects municipal sewage from the community of Crockett to comminute then de-grit it. Grit is removed and disposed of at a permitted Class III disposal site. Municipal sewage collected by the District mainly consists of wastewater from residential and commercial sources along with inflow and infiltration. Following grit removal, the wastewater is pumped to Philip F. Meads Water Treatment Plant, otherwise known as Joint Treatment Plant (JTP). The JTP is managed by American Sugar Refinery (ASR) and operated by Inframark. The JTP provides secondary treatment and disinfection prior to effluent discharge to the Carquinez Strait through Discharge Point 002. In accordance with the joint use agreement, ASR has taken on the responsibility for the JTP's operations, reporting, and maintenance.

Pursuant to Order R2-2018-0012 (effective July 1, 2018) of the Regional Water Quality Control Board's NPDES Wastewater Discharge Permit No. CA 0005240, contains a requirement that "The Discharger shall continue to improve its existing Pollutant Minimization Program to promote minimization of pollutant loadings to the treatment plant and therefore to the receiving waters."

The purpose of the Pollutant Minimization Program (PMP) is to focus on "waste minimization and pollution prevention actions that include, but are not limited to, product substitution, waste stream recycling, alternative waste management methods, and education of the public and businesses. The goal of the PMP is to reduce all potential sources of a priority pollutant through pollutant minimization (control) strategies, including pollution prevention measures as appropriate, to maintain the effluent concentration at or below the water quality-based effluent limitation. Pollution prevention measures may be particularly appropriate for persistent bio-accumulative priority pollutants where there is evidence that beneficial uses are being impacted."

This 16th Annual Report on the Pollution Prevention Plan (PPP), previously called Pollutant Minimization Program (PMP) report, covers efforts of the Crockett Sanitary Department to minimize the intrusion of certain waste materials into the sewer system of Crockett for the protection of our environment. Pollution prevention activities are intended to target specific pollutants of concern.

"Cost effectiveness may be considered when establishing the requirements of a Pollutant Minimization Program. The completion and implementation of a Pollution Prevention Plan, if required pursuant to Water Code section 13263.3(d), is considered to fulfill Pollutant Minimization Program requirements."

This plan has been developed in conjunction with the Pollution Prevention Plan (PPP) implemented by the C&H Sugar Company, Inc. / ASR Group. Both plans make up the complete PPP as required under Order R2-2018-0012. This report summarizes the 2023 activities conducted by the District.

II. POLLUTANTS OF CONCERN

Pollution Prevention means “Any action that causes a net reduction in the use or generation of a hazardous substance or other pollutant that is discharged into water and includes, but is not limited to, input change, operational improvement, production process change, and product reformulation (as defined in Water Code section 13263.3). Pollution prevention does not include actions that merely shift a pollutant in wastewater from one environmental medium to another environmental medium, unless clear environmental benefits of such an approach are identified to the satisfaction of the State Water Board or Regional Water Board.”

A. PRIORITY “A” POLLUTANTS OF CONCERN

Pollution prevention efforts have been focused on the following Priority "A" Pollutants of Concern:

COPPER - Copper was tentatively identified as a possible cause of episodic chronic toxicity to *Echinoderm* and copper may impact ash quality in terms of the California hazardous (Regional Water Quality Control Board) waste criteria, waste extraction test. Furthermore, water quality data from EBMUD (2018) shows traces of copper, below action levels, in tap water resulting from internal corrosion of household plumbing systems. The 90th percentile level for copper was 69 µg/l, which in itself creates the possibility of exceeding the daily maximum limit of 120 µg/L. EBMUD water is allowed to contain up to 1300 µg/l, and the public health goal for copper in the water supply is 300 µg/l. These factors present a threat to attainment of discharge limits. The RWQCB has placed copper on the 303(d) list, which may mean more stringent discharge limits in the future. The Basin Plan includes chronic and acute marine WQOs for copper of 6.0 and 9.4 µg/L, respectively, expressed as dissolved metal. “During 2021, the 90th percentile lead and copper results were below the regulatory detection limit at 50 customer homes. Due to low results, EBMUD samples for lead and copper every three years with the next monitoring in 2024.”

MERCURY – Commonly identified sources of mercury include hospitals, veterinary clinics, schools of higher learning, biological and pharmaceutical laboratories, none of which are located within the District. There is one Dentist in Crockett, the practice does not use mercury amalgam or restorations in their practice. All other sources of mercury apply to solid waste and include fluorescent tubes, thermometers, thermostats, and other miscellaneous items. The district focuses on the residential population through a public awareness campaign and an exchange program for mercury thermometers. The thermometer exchange remains on-hold due to the ongoing Covid-19 pandemic. The discharge standard is extremely low, which creates the possibility of exceeding the average monthly effluent trigger limit of 0.062 µg/l. The high sensitivity of the ultra-clean testing protocol creates the possibility of false readings due to background contamination. The RWQCB has placed mercury on the 303(d) list, which may mean more stringent limits in the future.

PCB's – Polychlorinated biphenyls (PCB's) are highly carcinogenic chemical compounds. These compounds were used in industrial and consumer products such as carbonless paper, heat transfer fluids, dielectric and coolant fluid used in electrical equipment. PCB's were banned in the United States in the 1979 Toxic Substances Control Act. California Regional Water Control Board SF Bay Region issued the latest Order R2-2022-0038 which imposes limitations on Crockett effluent. The Annual limit is 0.045 kg/yr, Average Monthly Effluent Limit is 0.079 µg/l, and the Maximum Daily Effluent Limit is 0.13 µg/l.

LEAD - Lead exists in the Crockett environment in significant quantities, both in the soil and the air around the Carquinez Bridge where the wastewater treatment plant is located. Lead contaminated dust may be blown into the wastewater during the treatment process, creating the possibility of exceeding the daily maximum limit of 65 µg/l. Furthermore, water quality data from EBMUD (2022) shows traces of lead in tap water resulting from internal corrosion of household plumbing systems. The 90th percentile level for lead was 3 µg/l. However, EBMUD water is allowed to contain up to 15 µg/l. "During 2021, the 90th percentile lead and copper results were below the regulatory detection limit at 50 customer homes. Due to low results, EBMUD samples for lead and copper every three years with the next monitoring in 2024"

DIOXINS - Dioxins are a family of 75 chemically related compounds and are composed of organic solids of white crystalline needles. Dioxins are found in small quantities in the environment and are the by-products of industrial processes. Burning household trash, forest fires, waste incineration and automobile exhaust also contribute dioxin emissions into the environment. Dioxins can be carried long distances through the air and the most toxic form of dioxin is 2, 3, 7, 8,-TCDD. Dioxin emissions can stay in the environment and soil for many years. It is now believed that incineration/combustion processes are the most important sources of CDDs to the environment (Zook and Rappe 1994). Important incineration/combustion sources include: medical waste, municipal solid waste, hazardous waste, and sewage sludge incineration; industrial coal, oil and wood burning; secondary metal smelting, cement kilns, diesel fuel combustion, and residential oil and wood burning (Clement et al. 1985; Thomas 1988; Zook and Rappe 1994).

CYANIDE - Cyanide is a carbon-nitrogen chemical. Discharges of cyanide generally originate from metal finishing industries, iron and steel mills, organic chemical industries, and cyanide waste in landfills. None of the aforementioned industries are known to exist within the District. Cyanide can also be a by-product of chlorination treatment in wastewaters. It is usually found joined with other chemicals to form compounds and is found in a large variety of household products. Cyanide is regularly found in polyurethane, nylon, insulation, furniture cushioning, carpets, and other building products and home furnishings. Cyanide is not persistent when emitted into the water or soil, for it readily evaporates and does not bind to soils, so it may leach to ground water. In most surface waters the mean cyanide concentration does not exceed 3.5 µg/L (EPA 1981e). The U.S. industrial facilities that manufactured cyanide compounds released up to 1,090,000 pounds of cyanide to surface water (TRI88 1990). The Regional Water Quality Control Board maximum daily limit is 43 µg/L and the average Monthly limit is 19 µg/l.

BEHP (also DEHP) aka BIS – Bis(2-ethylhexyl) phthalate is used commonly as a plasticizer and is released into the environment by disposing of PVC plastic products and certain others through incineration as well as by industrial plant emissions. Human exposure may come from handling plastic packaging or coated papers commonly used for medical products and food products. Household products such as shower curtains, vinyl upholstery, and plastic packaging, may emit BEHP, as well. BEHP is known to leach out of packaging and plastic containers into foods. Therefore, some amount of BEHP should be expected in residential sewage. It was reported that there were BEHP detections in 48% of the influent and 12% of the effluent samples from New York City plants between 1989-1993 (Stubin et al. 1996). BEHP exposure in the outside environment is generally very low, however. It does not evaporate or dissolve in water easily. The National Urban Runoff Program had 13% of 86 samples of urban storm water runoff that contained BEHP from concentrations of 7 to 39 ppb (Cole et al. 1984).

B. PRIORITY "B" POLLUTANTS OF CONCERN

The following Priority "B" Pollutants of Concern have also been targeted for prevention activities:

SETTLABLE SOLIDS – Under the previous Order R2-2012-0084 Inorganic matter (grit) carried through the sewer system has the ability to damage equipment at the pump station and at the treatment plant. Such damage may reduce the reliability and impair performance. Impaired performance creates the possibility of exceeding standards for water quality or air quality. Furthermore, the wet weather impacts of inflow/infiltration (I&I) include much higher quantities of grit moving through the sewer system, therefore creating the possibility of exceeding the daily maximum limit of .2 ml/liter-hour for settleable solids. According to Order R2-2018-0012, effective July 1, 2018 "The previous order also contained technology-based effluent limit for settleable matter at Discharge Point No. 002. This Order does not retain those limits because settleable matter has not been detected in the effluent over the previous order term."

FATS, OILS AND GREASE (FOG) - A significant quantity of household and restaurant FOG is carried through any municipal sewer system. Sewer overflows can be caused by FOG blockages. The current discharge includes limits on FOG of a daily maximum of 20mg/L and a monthly average of 10mg/L. Excessive amounts of FOG may impair the biological treatment process. Impaired performance creates the possibility of exceeding standards for water quality or air quality. Furthermore, the Joint Use Agreement between C&H Sugar and the Crockett Community Services District identifies wastewater containing FOG in concentrations of more than 100 mg/liter as a prohibited waste.

FLUSHABLE WIPES – Flushable products (wipes) are known to clog private building sewer laterals, have the potential to cause overflow on main sewers, can damage wastewater treatment plant equipment, and contribute to water pollution. While not a listed pollutant in our NPDES permit, educating the public on property disposal is prudent and beneficial to the public.

III. IDENTIFICATION OF SOURCES FOR POLLUTANTS

Sources for priority pollutants were discussed in detail under sections II.A. and II.B. Pollutants are found in the environment and in products used under normal household and commercial use. A summary of these sources are listed below:

- Environmental contamination of the soil and air around the Carquinez Bridge.
- Traces in tap water resulting from the internal corrosion of household plumbing systems.
- Improper solid waste disposal of items such as including fluorescent tubes, thermometers, thermostats, and other miscellaneous household items.
- Automobile exhaust, forest fires, and household burning contribute emissions into the environment.
- Leaching out of plastics during cooking process.
- Household and commercial restaurant kitchens.

In order to estimate and identify Pollutants of Concern, the District relies on pollutants included in its NPDES permit, professional associations such as Bay Area Pollution Prevention Group (BACWA), wastewater trade magazines, email notifications, and web articles on pollution prevention. The District watches for new businesses that open, especially commercial facilities that may contribute pollutants such as car repair facilities and industrial machine shops.

Inflow and infiltration (I&I) from ground saturation and storm water runoff that enters the collection system is identified as a potential pollutant entrance point. Dust and other contaminants from the environment and roadways can enter the collection system.

IV. TASKS TO REDUCE THE SOURCES OF POLLUTANTS OF CONCERN

There are many different tasks and activities performed under pollution prevention and public outreach programs. In addition to the continuation of the community public outreach program, which is discussed later under section VI., the District takes direct action through strengthening the collection system through rehabilitation and preventative maintenance to reduce sources of pollutants of concern through the reduction of I&I.

A. REHABILITATION ELEMENT

During the year, the District was able to continue its emphasis on rehabilitating the collection system. This program also analyzes flow data in an effort to quantify I&I impacts on the system and to locate I&I sources for correction. The numerous benefits of the system rehabilitation program include:

- Enhanced system reliability
- Reduction and elimination of sewer overflows
- Reduction in grit entering the system, including possible pollutants
- Reduction in I&I to the system, including possible pollutants
- Enhanced performance of the treatment plant through reduction in hydraulic loading and grit impacts, and through reduction in pollutants that might affect the biological process
- Maximum cost-effectiveness of environmental protection measures

B. PREVENTIVE MAINTENANCE ELEMENT

During the year, the District continued emphasis on preventive maintenance of the collection system. This program places sewer segments on a routine cleaning schedule most appropriate for each line. It also includes a wet weather preparedness program each year. The numerous benefits of preventive maintenance include:

- Detection of problems for correction at an early stage
- Enhanced system reliability
- Reduction and elimination of sewer overflows
- Removal of grit from the system, including possible pollutants
- Enhanced performance of the treatment plant through reduction in grit impacts
- Maximum cost-effectiveness of environmental protection measures

C. HAZARDOUS WASTE PROGRAM

Due to changing regulations and reimbursement rates to e-Waste recyclers it is no longer viable for District employees to personally collect electronic waste such as televisions, VCRs, radios, and other electronic items. Instead it directs residents to properly dispose of e-Waste along with other hazardous waste to the West County HHW facility in Richmond. There was no collection of waste which would typically consist of quantities of batteries, mercury devices, chemicals, and electronic wastes. No community waste items were disposed of by District employees in 2023 due to ongoing Covid-19 health concerns.

D. THERMOMETER EXCHANGE PROGRAM

This program has been suspended due to Covid-19 health exposure concerns.

E. FATS, OILS & GREASE (FOG)

In addition to regular maintenance and inspections of the collection system, the District implemented a Sanitary Sewer Management Plan in 2014 to establish goals and align activities to help alleviate sanitary sewer backups and overflows. The SSMP is a living document and is part of the District's pollution prevention program. Included in the SSMP is the goal of limiting the discharge of Fats, Oils & Grease (FOG) into the collection system. FOG is included in the outreach materials created for the community.

V. OUTREACH TO EMPLOYEES

The District has two employees that manage the Sanitary Department's operations with operational services contracted out. Management employees are familiar with best practices for handling, using, and disposing of materials that may contain pollutants of concern. Staff regularly discusses the sanitary sewer collection system and pollution prevention.

VI. COMMUNITY OUTREACH ELEMENT

The District has continued a community outreach program in the service area. This program advises the public of ways they can help us reach our goal in reducing pollutants discharged to the Carquinez Strait. In past years we have also provided public assistance by occasionally holding e-Waste drives and collecting household hazardous wastes of various kinds for safe disposal. Public education and information programs directed to the public on how to prevent pollution through individual housekeeping practices is posted in our newsletters and on our website.

As a small District with limited resources, the District benefits from regional and/or state efforts and campaigns directed towards pollution prevention.

District activities during the year included:

- A. NEWSLETTER. The District published its newsletter to property owners in May 2022. It included information on the proper disposal of many pollutants of concern. A copy of the newsletter is appended to this report. District newsletters are posted on our website.
- B. WEBSITE. The District used its website www.town.crockett.ca.us to share information with the public, including the importance of source control and household hazardous waste disposal information.

VII. CRITERIA USED TO MEASURE POLLUTANT MINIMIZATION PROGRAM

The District realizes that measurable data on the effectiveness of the PMP is important to weigh the success and cost benefits of the program. It is sometimes difficult to measure the effectiveness of all criteria used as part of the program. Below is a list of criteria measured.

- A. HAZARDOUS WASTE: Batteries, mercury devices, and electronic wastes were not collected by District employees or disposed of by the District in 2023 due to the Covid-19 health concerns. District employees have had multiple health exposures which negatively affected productivity. Due to changing regulations and reimbursement rates to e-Waste recyclers it is no longer viable for District employees to collect electronic waste such as televisions, VCRs, radios, and other electronic items. Instead it directs residents to properly dispose of e-Waste along with other hazardous waste to the West County Household Hazardous Waste (HHW) facility in Richmond.
- B. THERMOMETER EXCHANGE: Mercury thermometers were not exchanged in 2023 in order to minimize health exposure.
- C. WEBSITE: It is difficult to measure the effectiveness of our website. We cannot determine whether the website has generated additional drop-offs of household hazardous waste at the West County HHW Facility in Richmond or elsewhere. Online surveys were considered in the past but due to low to moderate web traffic volume on our District website it was not deemed cost effective.
- D. INFLOW AND INFILTRATION (I&I) REDUCTION: Crockett and Port Costa are older communities with collection systems primarily comprised of older Vitrified Clay Pipes (VCP). Some portions of the system may admit I&I during heavy wet weather events. The District is addressing I&I reduction through two programs; the first is the District's Rehabilitation Element and Preventative Maintenance Element which addresses the public sewer collection system, discussed under section VII, and the second is the District's Sewer Lateral Compliance Ordinance No. 07-1 requiring property owners to obtain a "Certificate of Compliance" on their private lateral sewer prior to the sale of their property. The lateral inspection program has been successful in identifying defective lateral sewers. In 2023, 34 properties were sold in the community of Crockett. As older VCP is replaced with seamless High Density Polyethylene (HDPE) pipe I&I entering the collection is reduced.

VIII. DOCUMENTATION OF EFFORTS AND PROGRESS

District staff primarily focuses its energies on rehabilitation and preventative maintenance of its collection system. As time allows, staff attends local and regional meetings with groups such as Bay Area Pollution Prevention Group (BAPPG).

A. REHABILITATION ELEMENT – Activities during the year included:

1. TELEVISED INSPECTION PROGRAM. This program includes televised inspection, currently targeting 10% of the 81,120 linear foot sewer system to identify defects. 15,124 linear feet or 18.6% of the collection system was scheduled for inspection. Additional segments may be added to CCTV if defects are suspected during the planned CCTV project. At the date of this report 11,621 linear feet of the project have been received.

2. FLOW METERING & DATA ANALYSIS. System flows are metered at four locations. The data is analyzed to establish baseline flows and to quantify the impacts of inflow/infiltration. Prior to 2010, only three influent lines were separately metered into the pump station. A fourth metering location was installed at the C&H Sugar refinery in 2010. A fifth meter is used to read total effluent to the treatment plant. Data is stored for future hydraulic study.
3. CONSTRUCTION PROJECTS. Identified structural defects in the sewer system continue to compete for priority. In 2016, the Crockett Sanitary Commission's Wastewater Committee set an annual goal for sewer repair or replacement at 1,622 linear feet of pipe annually, or 2% per year through at least 2018. After that time, assuming a 70-year average service life for vitrified clay pipe, rehabilitating 1.4% of the system per year would support a lifecycle asset management approach. In 2023, 8 repair or replacement projects were completed throughout the District's collection system. The total length of pipe installed during 2023 was 965 linear feet for a total of 1.2%.
4. LATERAL INSPECTIONS. An ordinance adopted in 2007 has clarified the responsibilities of property owners with respect to the inspection and timely replacement of existing building sewers. This ordinance requires inspection of building sewers at the time of property sale. It further requires any repair or replacement necessary to obtain a certificate of compliance with the District Code. 34 buildings were sold in 2023, 15 permits and 14 Certificates of Compliance were issued. 9 buildings held a valid Certificate of Compliance on their date of sale. Of the 34 buildings sold, 25 required sewer lateral review under the 2007 ordinance. 9 received permits, were repaired, and received Certificate of Compliance. 2 buildings required no permit to receive a Certificate of Compliance, one of which passed a video review and the other required installation of an overflow device. 14 properties are in process for review in accordance with the 2007 ordinance.

B. PREVENTIVE MAINTENANCE ELEMENT: Activities during the year included:

1. SEWER MAINTENANCE PROGRAM. All sewer segments have a maintenance schedule. A list of sewer segments scheduled for routine maintenance was produced each month by the CMMS, and the work was completed promptly. The District installed the CMMS during 2008 in order to improve the decision-making processes of system management, to achieve maximum reliability and cost effectiveness. The District continues to look for improvements that can be implemented to improve the SSMP and CMMS.
2. PUMP STATION MAINTENANCE PROGRAM. Pump station facilities received weekly maintenance by the contracted maintenance agency, West County Wastewater District. Repairs and capital improvements were made as needed for system reliability.
3. WET WEATHER PREPAREDNESS PROGRAM: On an annual basis a checklist for inspection of pump station facilities for system reliability is sent prior to the wet weather season. The checklist was delivered to West County Wastewater District on October 6, 2023.

4. SMOKE TESTING. In 2017 the District completed its 5-year smoke testing program that began in 2013. Smoke testing has proven to be a vital aspect in inflow and infiltration (I&I) studies. The smoke travels the path of least resistance and quickly shows up at sites that allow surface water inflow. Smoke will identify broken manholes, illegal connections including roof drains, sump pumps and yard drains, uncapped lines and will show cracked mains and laterals, providing there is a passageway for the smoke to travel to the surface. It has particularly been very successful in the identification of attached roof leaders and patio drains. The District reviews prior smoke data to verify issues have been addressed.
 5. STANDARD SPECIFICATIONS / FOG CONTROL. In March 2018 the District Board adopted Revised Standard Specifications for sewer construction including a revised section on source control that was updated to improve enforcement of our fats, oil, and grease (FOG) program.
- C. OUTREACH TO EMPLOYEES The District is a member with Bay Area Pollution Prevention Group (BAPPG) and took advantage of its BAPPG@yahoo.com email alerts to continue education on pollution prevention programs.

IX. EVALUATION OF EFFECTIVENESS

The small size of the District's service area and the lack of commercial customers suggest that source control efforts will be challenged to make a measurable impact on pollutants entering the sewer system. The town of Crockett has a population of 3,242 as of the 2020 census and is primarily residential. The District provides sewer service to 925 single-family homes, 659 apartments and 59 commercial customers. There is no significant development in Crockett. Under the circumstances, it will be difficult to quantify the effectiveness of our PPP. Annual variations in rainfall may mask any successes in I&I correction or grit reduction. Establishing criteria to evaluate the effectiveness of our PPP in our small service area might not be a useful exercise. Similarly, attempting to evaluate the PPP's effectiveness by such criteria would have no actual value. It seems unlikely that any actions the District might undertake will yield a quantifiable decrease in pollutants found in the effluent from the JTP. The District will, however, continue to do the best it can to encourage the safe removal of household hazardous wastes from our service area, to tighten up our collection system, and to complete the repair or replacement of defective building sewers. We will quantify and report these activities annually.

X. IDENTIFICATION OF SPECIFIC TASKS AND TIMELINES FOR FUTURE EFFORTS

In the public interest, the District must target cost-effective actions and not ask the rate-payers to finance actions that have no hope of making a difference in keeping pollutants from our wastewater discharged to the Carquinez Strait. Unlike other agencies, the District has very few employees, and an overly aggressive program would require additional staff or outside consultants to implement pollution prevention. To best serve the public, the District must live within its means by choosing only cost-effective strategies, such as partnering with other agencies and coordinating with regional programs. Accordingly, the costs and time required to investigate and implement new activities described in this Plan are expected to be kept minimal.

The PPP will continue the Rehabilitation Element, the Preventive Maintenance Element and the Public Outreach Element, to include the following:

- A. Public outreach to residential customers regarding the proper use and disposal of HHW will continue on the District's website and the annual newsletter.

- B. Enforcement of the lateral inspection ordinance will continue. The number of building sewers repaired or replaced is expected to remain steady following home sale trends.
- C. Preventive maintenance of the collection system will continue with benefit of improved management afforded by our implemented SSMP.
- D. Rehabilitation program to repair or replace sewer pipeline at a rate up to 2%, (1,622 linear feet) per year. It is planned to continue to reach the 2% goal in 2024 to improve our collection system.

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations." (40 CFR 122.22(d).)



James Barnhill
Department Manager
Crockett Community Services District
February 16, 2024

PORT COSTA SANITARY DEPARTMENT

of the Crockett Community Services District

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

February 20, 2024

Executive Officer
Attn: William Burrell
California Regional Water Quality Control Board
San Francisco Bay Region
1515 Clay Street, Suite 1400
Oakland, CA 94612

RE: 2023 Pollution Prevention Plan Annual Report
Port Costa Sanitary Department of the Crockett Community Services District

Dear Mr. Burrell:

Attached is the Port Costa Sanitary Department's Pollution Prevention Plan report, a part of the Pollutant Minimization Program (PMP). This cover letter, report, collection system cleaning summary, and 2022 District newsletter have been submitted to CIWQS. The documents were prepared in accordance with the requirements presented in our NPDES permit CA0037885, Board Order R2-2018-0053, effective February 1, 2019.

Household Hazardous Waste (HHW) collection was suspended due to Covid-19 Pandemic and remains suspended to reduce health exposure risks. HHW was not submitted to the District for disposal in 2023. Residents were encouraged in the District newsletter to dispose of HHW at West County HHW Collection Facility in Richmond.

If you have questions about the attached document or need any additional information I can be reached at (510) 787-2992 or via email at jbarnhill@town.crockett.ca.us cc engineer@town.crockett.ca.us

Sincerely,



James Barnhill
Sanitary Department Manager
Crockett Community Services District

CROCKETT COMMUNITY SERVICES DISTRICT

PORT COSTA SANITARY DEPARTMENT

POLLUTION PREVENTION PLAN ANNUAL REPORT

2023

I. INTRODUCTION & PURPOSE

This annual Pollution Prevention Plan report covers efforts of the Port Costa Sanitary Department to minimize the intrusion of certain waste materials into the Port Costa sewer system for the protection of our environment. Pollution prevention activities are intended to target specific pollutants of concern.

The purpose of the Pollutant Minimization Program is to focus on a “Program of waste minimization and pollution prevention actions that include, but are not limited to, product substitution, waste stream recycling, alternative waste management methods, and education of the public and businesses. The goal of the Pollutant Minimization Program [PMP] is to reduce all potential sources of a priority pollutants through minimization (control) strategies, including pollution prevention measures as appropriate, to maintain the effluent concentration at or below the water quality-based effluent limitation. Pollution prevention measures may be particularly appropriate for persistent bioaccumulative priority pollutants where there is evidence that beneficial uses are being impacted. Cost effectiveness may be considered when establishing the requirements of a Pollutant Minimization Program. The completion and implementation of a Pollution Prevention Plan, if required pursuant to Water Code section 13263.3(d), is considered to fulfill the Pollutant Minimization Program requirements.” (Order R2-2018-0053 Att. A pg. 15)

A. GENERAL DESCRIPTION OF THE DISCHARGER

The community of Port Costa is located near the shore of the Carquinez Strait, approximately 1.5 miles East of Crockett. Port Costa is surrounded by East Bay Regional Park District land which abuts most of the perimeter property lines. The waterside land is owned by Union Pacific Railroad. Crockett Community Services District (District) is the owner of the Port Costa municipal wastewater Collection System and the Port Costa Wastewater Treatment Plant (WWTP) hereinafter referred to as plant. The plant is a Publicly-Owned Treatment Works located near the Carquinez Strait at the end of Canyon Lake Drive in Port Costa. The plant provides secondary treatment of wastewater from domestic, and to a lesser extent commercial sources within the Port Costa community. There are no industrial dischargers in the service area. The service area population consists of 190 residents based on 2020 census data. In 2023 the plant had an average daily dry weather flow of 0.019 mgd (19,000 gallons per day).

B. OPERATIONAL RESPONSIBILITY

The Legally Responsible Official (LRO) is a required position which must self-report facilities activities, spills, and laboratory results to the California Integrated Water Quality System Project (CIWQS). The LRO is responsible for authorizing Data Submitters into CIWQS for Port Costa data input. The Sanitary Department Manager (manager) is the LRO and is an employee of the District. The manager/LRO works with the District Engineer, who is a Data Submitter, and with other District staff to accomplish tasks as needed. The LRO reports issues which may affect quality to the Water Resource Control Engineer who works for California Regional Water Quality Control Board (RWQCB). The manager/LRO utilizes contractors to maintain and repair over one mile of pipe in a gravity collection system. Additionally, contractors maintain and operate the workings of the treatment plant facilities. The plant is operated under contract with Valley Operators LLC, 1211 Como Drive, Manteca, CA 95337. The Chief Plant Operator and a Data Submitter for the Port Costa plant is Nicholas Gaunt. The treatment facilities consist of a septic tank, which provides primary treatment, and the plant, which accomplishes secondary treatment. Building laterals are privately owned. The private laterals are certified, repaired, or replaced under District permit. Private laterals are bound by Ordinance 07-1 which requires certification of the lateral at transfer of property ownership.

C. SYSTEM OVERVIEW – From collection system source to treatment discharge

Municipal wastewater is conveyed from buildings, via their private laterals, to the public collection system. The public collection system carries untreated wastewater to the septic tank for primary treatment. The primary (partially) treated wastewater flows by gravity from the septic tank to the secondary treatment plant. The primary treated wastewater enters the plant wet-well and is then pumped to a dosing structure to be filtered through sand filter beds. The partially treated wastewater filtered through the sand filter beds (filtrate) returns into a filter return chamber where the volume is split. Some of the filtrate re-enters the wet-well to be re-cycled through the sand filter beds. The remainder volume flows from the filter return chamber, over a metering weir, to a disinfection tank. Disinfection is the final process, the partially treated wastewater is chlorinated, held in detention, de-chlorinated, and then discharged as fully treated effluent through sampling point EFF-001. The fully treated effluent is released at Discharge Point 001 which is a 10-inch outfall pipe, the end of which is submerged approximately 60 feet offshore in the Carquinez Strait.

D. REGULATORY

The Port Costa Sanitary Department is one of 44 wastewater agencies in the Bay Area Pollution Prevention Group (BAPPG) that work together to coordinate pollution prevention activities. BAPPG submitted its 2023 Annual Report on regional activities on January 23, 2024. Order R2-2018-0053, NPDES Permit No. CA 0037885 became effective February 1, 2019. This order was set to expire January 31, 2024. The parameters of the existing order are binding pending enactment of the new order which is expected to be considered for approval by the Water Board in May 2024. Application for reissuance of the NPDES permit was delivered on time, the deadline was May 1, 2023. The manager/LRO is working with Larry Walker Associates who provide expertise and oversight throughout the discharge permit reissuance process. The standing order, R2-2018-0053, requires that “The Discharger shall continue to improve its existing Pollutant Minimization Program to

promote minimization of pollutant loadings to the Facility and therefore to the receiving waters.” Waste discharge requirements for mercury and PCBs limits required by Order R2-2022-0038 are included in the annual report.

II. WASTEWATER TREATMENT PLANT (PLANT) AND SERVICE AREA

A. HISTORY AND CONSTITUENTS

Crockett Community Services District acquired ownership of the Port Costa wastewater systems from Contra Costa County in May 2008. Contra Costa County Sanitation District #5 was renamed Port Costa Sanitary Department. There are 86 connections to the public collection system. The connections are primarily residential except for two restaurants, one hotel, one church, and one non-profit public meeting place.

B. SYSTEM OPERATION IN MORE DETAIL – collection and treatment

There are no lift stations in the Port Costa collection system. Wastewater is conveyed, by gravity, from building laterals, through the collection system to a manhole designated as sample point INF-001. The wastewater flows through INF-001 to an 86,000 gallon subterranean septic tank. The septic tank has an operational capacity of 61,000 gallons. The septic tank accomplishes primary treatment (clarification) by sheer capacity and velocity reduction. Three baffle walls ensure entrapment of floating debris, Fats, Oils and Grease (FOG), settleable solids, and help to reduce Total Suspended Solids (TSS). Anaerobic processes contribute to primary treatment in the tank. This primary treatment is necessary to provide clarified wastewater for further treatment downstream at the secondary treatment plant.

The partially treated (clarified) wastewater gravitates from the septic tank through a 797 linear foot gravity pipeline for secondary treatment at the plant wet-well. The partially treated wastewater is pumped from the wet-well to a dosing structure which distributes the water to sand filter beds. The water that drains through the sand filter beds is called filtrate. The filtrate gravitates from the sand filter beds to a filter return chamber. The filter return chamber is adjacent to the wet-well and the chlorination chamber. The filter return chamber splits a portion of the filtrate back into the wet-well where the filtrate comingles with primary influent from the septic tank to be re-pumped to the sand filter beds. The remainder filtrate, that is not split back to the wet-well, flows over the metering weir into a chlorination chamber. The chlorinated water continues through a disinfection tank (commonly known as a contact basin) where it is detained to allow chlorination to take affect. Following detention in the contact basin, the water rises through a de-chlorination chamber which is designated sample point EFF-001.

The fully treated and dechlorinated effluent is discharged through a submerged 10-inch diameter ductile iron outfall pipe which terminates approximately 60 feet offshore in the Carquinez Strait.

C. EVIDENCE OF IMPROVEMENT

In January 2020 the septic tank was fully cleaned and the three baffle walls were replaced by Clean Harbors Environmental Services. 220 tons (440,000 pounds) of dewatered sludge was removed in 19 shipments, accepted for disposal at Potrero Hills Landfill. This maintenance and repair project returned the septic tank to its original operational capacity and capability. Prior to the cleaning, the usable volume of the septic tank was greatly reduced by the mass accumulation of sludge which reduced retention time and allowed inadequately clarified wastewater to pass along to the sand filter beds. Any reduction in performance of septic tank primary treatment will reduce the serviceable lifespan of assets downstream at the plant and impact the effectiveness of secondary treatment. Loading in the sand filter beds will shorten their service life. Reducing the effectiveness of any part of the treatment process will adversely affect effluent quality which could lead to potential exceedance of Effluent Limitations and accelerate the time-frame for full sand filter replacement or reconstitution.

Effluent Limitation Exceedances per Year

2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
7	4	4	2	8	3	6	0	0	0	2

Individual effluent limitation exceedances carry a \$3,000 mandatory minimum penalty. Some exceedances are found to have a common cause. The Water Board has, in the past, applied one minimum penalty to multiple violations where the root cause was determined to be a singular source or event. Causes are undetermined for the 2023 February Enterococcus and December weekly TSS exceedances.

III. SOURCE WATER

Contra Costa Water District (CCWD) supplies water for Port Costa.

The EPA expanded the **Lead and Copper Rule (LCR)** that “requires public water systems to develop a comprehensive service line inventory, including both the utility-owned and customer-owned portions of the service line.” According to CCWD’s 2023 Annual Report “CCWD completed its initial inventory of its portion of the service lines in 2018, identifying no lead service lines (LSLs). In August 2022, the EPA released guidance for developing the expanded LCR, which now requires us to include customer-owned service lines. In 2023, CCWD developed a plan to comply with these requirements, involving a review of historical records, visual inspections, and excavations. This approach has not identified any LSLs in the customer-owned portion of the service lines to date. **This inventory update will be complete by October 2024**, ensuring full regulatory compliance and continued safety of our water supply.”

“In 2023, CCWD collected quarterly samples at our entry points to the distribution system. Our investments in granular activated carbon filters and advanced treatment technologies have paid off; there were **no detections** of **PFAS** or **lithium** in our water during any of this sampling.” (Contra Costa Water District - 2023 Annual Report pg. 19)

IV. POLLUTANTS OF CONCERN

- A. Pollution prevention efforts focused on PRIORITY "A" POLLUTANTS of Concern:
The proximity of the active railroad raises concern of airborne contaminants settling within the plant property, specifically on the sand filter beds.

COPPER

Copper was tentatively identified as a possible cause of episodic chronic toxicity to *Echinoderm* and copper may impact ash quality in terms of the California hazardous (Regional Water Quality Control Board) waste criteria, waste extraction test. The most notable source of copper identified by various agency authorities, such as Cal-EPA, is copper sulfate root killer and other herbicides. For this reason, California enacted a sales ban on copper sulfate root killer in 1996. The District forbids any use of chemicals by its contractors for root abatement. The greatest threat of an exceedance would be from runoff, or ground water entering the collection system. The RWQCB has placed copper on the 303(d) List of Impaired Waters of the Clean Water Act, which may mean more stringent discharge limits in the future. Table 4 Effluent Limitations: Average Monthly is 55 µg/L, Maximum Daily is 120 µg/L. In 2023 Copper was detected at Effluent Location 001 (EFF-001). 13 µg/L, 6 µg/L, 16 µg/L and 13 µg/L. Annual average is 12 µg/L.

CYANIDE

Cyanide is a carbon-nitrogen chemical. Discharges of cyanide generally originate from metal finishing industries, iron and sheet mills, organic chemical industries, and cyanide waste in landfills. None of these industries are known to exist within Port Costa. According to published data, cyanide is a potential byproduct of the disinfection process through chlorine used at the Plant. Its presence has been associated with interference from salt. Other potential sources of cyanide are car emissions and pesticides. Although the District does not have the ability to monitor every connection, there is a public campaign to control pollutant discharge. Table 4 Effluent Limitations: Average Monthly is 21 µg/L, Maximum Daily is 42 µg/L. In 2023 Cyanide µg/L was detected at Influent Location 001 (INF-001). <3 µg/L, 14 µg/L, 14 µg/L, 9 µg/L, and 17 µg/L. Annual average is <11 µg/L.

MERCURY

Commonly identified sources of mercury include hospitals, veterinary clinics, schools of higher learning, biological and pharmaceutical laboratories, none of which are located within the District. All other sources of mercury apply to solid waste and include fluorescent tubes, thermometers, thermostats, and other miscellaneous items. The District focuses on the residential population through a public awareness campaign and an exchange program for mercury thermometers. The discharge standard is low, which creates the possibility of exceeding the Average Monthly effluent limit of 0.066 µg/L and an Average Weekly limitation of 0.072 µg/L. The sensitivity of the effluent limitations creates the possibility of false readings due to background contamination. The RWQCB has placed mercury on the 303(d) list, which may mean more stringent limits in the future. In March 2023 the Mercury result was 0.012 µg/L.

PCBs

Polychlorinated biphenyls (PCB's) are highly carcinogenic chemical compounds. PCB's were used in industrial and consumer products such as carbonless paper, heat transfer fluids, dielectric and coolant fluid used in electrical equipment. PCB's were banned in the United States in the 1979 Toxic Substances Control Act. California Regional Water Control Board SF Bay Region issued the latest Order R2-2022-0038 which imposes limitations on Port Costa effluent. The Average Monthly Effluent Limit is 0.012 µg/L and the Maximum Daily Effluent Limit is 0.017 µg/L. Port Costa laboratory analyses reported no detectable PCB's in 2023.

LEAD

Lead may exist in the Port Costa environment in significant quantities, potentially both in the soil and the air around the old port where the plant is located. It is possible for lead contaminated dust to settle in the sand filter beds.

- B. PRIORITY "B" POLLUTANTS of concern are also targeted for prevention activities:

SETTLEABLE SOLIDS

Inorganic matter (grit) carried through the sewer system can damage assets at the plant. Such material may reduce reliability and impair the performance of retention time, pumps, motors. Impaired performance creates the possibility of exceeding limitations for water or air quality. The septic tank is designed to capture settleable solids. Bulk solids were completely removed in 2020 as mentioned earlier in *II c. Evident Improvements*.

FATS, OILS AND GREASE (FOG)

Household and restaurant FOG can be carried through municipal sewer systems. Sanitary sewer spills (spill) can result from FOG blockages. Cleaning and disposal costs increase with the introduction of FOG to the system. The scum layer, which comprises FOG and other floating debris, is captured primarily in the first chamber of the septic tank. The goal is to minimize carryover contamination of the septic tank chambers to prevent carryover to secondary treatment at the plant. The scum layer is regularly measured by the contract operators. The scum layer is periodically removed using vacuum truck. The District follows recommendations of the contract operators to determine the most efficient timing to remove the scum layer. The scum layer was pumped once in 2023 by West County Wastewater District (WCWD). This septage was accepted by WCWD for disposal.

V. SLUDGE and BIOSOLIDS MANAGEMENT PRACTICES

The sludge levels settled at the bottom of the septic tank are regularly profiled by the contract operators. A licensed private Class A hazardous waste transporter removes the sludge and biosolids directly from the septic tank when needed. The transport contractor handles and conveys the waste for disposal. Bulk solids, including dewatered sludge, were completely removed in 2020 as mentioned earlier in *II c. Evident Improvements*.

VI. REHABILITATION ELEMENT

The District's sewer pipe inventory and associated rehabilitation activities are discussed in the District's Sanitary Sewer Management Program (SSMP). The entire system (7,108 linear feet) was smoke tested in 2020, the testing garnered some valuable information, findings were visually inspected by CCTV in 2023 and found to be a non-issue.

Benefits of the system rehabilitation program include:

- Enhanced system reliability
- Reduction and elimination of sewer overflows
- Reduction of grit entering the system, including possible pollutants
- Reduction of I&I to the system, including possible pollutants
- Enhanced performance of the plant through reduction in hydraulic loading
- Enhanced performance of the plant through a reduction in chemical use

VII. ACTIVITIES IN 2023

A. TELEVISED INSPECTION PROGRAM

The Port Costa Collection System contains 7,108 linear feet of gravity sewers. CCTV inspection is progressing with multiple lines inspected and a developing plan to completely inspect the entire collection system to identify and rehabilitate found defects. Rehabilitation will be ongoing as defects are found. 1,219 linear feet (17%) of CCTV was performed in 2023.

B. FLOW METERING & DATA ANALYSIS

Effluent flow is constantly metered. The meter is located at the splitter box metering weir at the plant. The meter registers flow when the water level in the splitter box flows over the 90° metering weir into the chlorination chamber. The flow data is analyzed to establish baseline flows and to quantify the impacts of inflow/infiltration.

C. CONSTRUCTION PROJECTS

In 2023 two cleanouts were installed and two spot repairs were completed for a total of 13 linear feet of replaced sewer line. Full system CCTV is key to identifying and prioritizing repair and replacement projects. CCTV is ramping up with plans to inspect 100% of the system. The initial phase is to target high flow segments and areas of concern.

D. LATERAL INSPECTIONS

District Ordinance 07-1 requires current certification or inspection and certification of building sewers at the time of property sale. Any repair or replacement must be permitted and receive a certificate of compliance. Permits and certificates of compliance are issued by the District. Five permits and five certificates of compliance were issued in 2023. Two buildings are known to have transferred ownership in 2023. Two buildings are in process for review in accordance with the 2007 ordinance.

VIII. PREVENTIVE MAINTENANCE ELEMENT

The Department places a strong emphasis on preventive maintenance. This program places sewer segments on a routine cleaning schedule most appropriate for each line based on maintenance contractors' assessment of conditions. The benefits of preventive maintenance include:

- Early detection of defects to prevent sewer spills and reduce I&I
- Enhanced system reliability
- Reduction and elimination of sewer overflows
- Removal of grit and debris from the system, including possible pollutants
- Enhanced performance of the plant through improved primary treatment
- Maximum cost-effectiveness of environmental protection measures

Activities during the year included:

A. SEWER MAINTENANCE PROGRAM

Port Costa sewer segments are regularly maintained. Sewer segments are scheduled by the manager/LRO using ICOM, which is the Districts Computerized Maintenance Management System (CMMS). Work orders are developed and promptly issued to a contractor monthly. 8,486 linear feet of sewer was cleaned by hydro jetting in 2023.

B. PLANT MAINTENANCE PROGRAM

Treatment facilities receive weekly maintenance. Repairs and capital improvements are made as needed for system enhancement and reliability. In 2020 the septic tank was fully rehabilitated, inspected for structural faults, and the baffles were replaced. Effluent quality has improved following this maintenance. Observation and measurement of floating debris and FOG (scum layer) is a regular activity. The scum layer is regularly removed by vacuum truck. This prevents damage to downstream assets. The emergency generator Automatic Transfer Switch (ATS) was replaced in July 2022. The emergency generator is automatically exercised, currently every Monday morning at 9am. The generator receives annual full-service maintenance which includes fluid, filter, battery, and load bank service. This full maintenance was performed in October 2023.

C. SANITARY SEWER MANAGEMENT PROGRAM (SSMP)

The District installed the SSMP in 2008. The goal of the system is to improve the decision-making processes of system management, achieve maximum reliability and cost effectiveness. The SSMP was updated in May 2023.

IX. COMMUNITY OUTREACH ELEMENT

The District has a community outreach program in the service area to advise the public of ways they can help us in reducing pollutants discharged to the Carquinez Strait. This is

primarily accomplished with the inclusion of the annual newsletter. The District provided public assistance by collecting household hazardous wastes of various kinds for safe disposal. The collection component was put on indefinite hold due to ongoing Covid-19 health exposure risks. Word of mouth and community postings are effective means of public outreach since Port Costa is a small community.

A. WEBSITE www.town.crockett.ca.us

The District uses its website to share information with the public. The presence of the website is posted in the District newsletters.

B. NEWSLETTER

The District published and mailed the annual newsletter in May 2023 along with Proposition 218 Notice of Sewer Use Charge (SUC) increase. The annual SUC rate did not increase from the 2022 rate of \$2,345 per single family residence and apartment. Commercial and Mixed-use customers incurred the minimum Of \$2,345 per unit plus a use rate of \$50.31 per 100 cubic feet over the annual average consumption of 4662 cubic feet.

C. THERMOMETER EXCHANGE

The District's mercury thermometer exchange program was not offered following the outset of the Covid-19 Pandemic. This program continues to remain on hold to limit health exposure to Staff and the public.

D. HOUSEHOLD HAZARDOUS WASTE

A hazardous waste program was developed for the District in 2012 to dispose of batteries, mercury devices, and electronic waste. The program was put on hold due to the Covid-19 Pandemic. This program continues to remain on hold. Household Waste was not received or disposed of by the District in 2023. The District website directs residents to dispose of Household Hazardous waste at the West County HHW facility in Richmond. www.town.crockett.ca.us/pollution-prevention-program.

X. RESEARCH ELEMENT

In December 2016 the Port Costa Sanitary Department received a completed Effluent Treatment and Disposal Alternative study which was developed by Larry Walker Associates (LWA). The study contained five alternatives to be considered by the District. In January 2017, the Port Costa Sanitary Commission directed staff to focus on Alternative #1, which is to maintain Existing plant. The Port Costa Sanitary Department plans to estimate refurbishment costs to maintain the plant to continue the current operation. District staff discuss potential alternatives, the options proposed by LWA remain open for consideration if Alternative #1 fails to remain viable. Staff is spending a minor amount of time researching package plant options.

XI. NETWORKING ELEMENT

Staff continues to limit outside personal contact to reduce negative health exposure.

XII. PLANNING AND REPORTING ELEMENT

A. PLANNING – System wide CCTV planning and implementation is in progress.

B. REPORTING – No activities this year, other than Discharge Permit reissuance.

XIII. COMMITMENT OF RESOURCES

The District targets actions which minimize expenditure to the rate-payers in the public interest. Financing options that have low probability of reducing pollutants from our wastewater discharged to the Carquinez Strait could detract from the focus of the limited District staff. The Department employs a manager/LRO and utilizes contractors for maintenance and operation of the facilities. The District plans to continue its focus on infrastructure maintenance, upgrades, and targeted I&I reduction. The focus is to complete CCTV, prevent sewer spills, and make timely repairs when defects are found.

XIV. EVALUATION OF EFFECTIVENESS

The limited size of the Department's service area (86 connections) and the lack of commercial customers suggest that source control efforts will make little measurable impact on pollutants entering the sewer system.

There is no significant development in Port Costa. Under the circumstances, it will be difficult to quantify the effectiveness of our PMP. Annual variations in rainfall may mask any successes in I&I or sludge reduction.

We are unable to measure the effectiveness of our website. We have no evidence that the website generated inquiries regarding pollution prevention. We cannot determine whether the website has generated additional drop-offs of household hazardous waste at the West County HHW facility in Richmond or elsewhere.

Establishing criteria to evaluate the effectiveness of our PMP in our service area might not be a useful exercise. Similarly, attempting to evaluate the PPP's effectiveness by such criteria could have no actual value. It seems unlikely that any actions the District might undertake would yield a quantifiable decrease in pollutants found in the effluent from our plant.


The quantifiable evidence of our effectiveness is in the lower levels of measured influent. Work to identify I&I sources will be ongoing.

XV. CONTINUATION OF THE PMP WITH PROPOSED CHANGES

The Port Costa Sanitary Department will continue work to fulfill requirements of the PPP. Elements such as, the Rehabilitation Element, the Preventive Maintenance Element, and the Public Outreach Element:

- A. Outreach to residential customers regarding the proper disposal of Household Hazardous Waste will continue to be posted on the District's website and in the District newsletter.
- B. Enforcement of the lateral inspection ordinance 07-1 will continue.
- C. Increase CCTV to complete the inspection of the entire system.
- D. Adjustments of maintenance scheduling and prioritization of repairs, or replacements to any suboptimal conditions or defects which may be found in ongoing CCTV.
- E. Preventive maintenance of the collection system will continue by utilizing input from maintenance contractors while using the data driven CMMS following SSMP guidelines.
- F. Outreach to employees and contract operators will continue through email, phone conversations, and in field meetings. Staff plans to continue regular discussion with Valley Operators regarding condition and opportunities for improvement of the plant and septic tank. Discussion with collection system maintenance contractors will continue in order to identify and address areas of concern.

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations." (40 CFR 122.22(d).)



James Barnhill
Sanitary Department Manager
Crockett Community Services District
February 20, 2024

RESOLUTION

NO. 23/24-16

A RESOLUTION APPOINTING COMMISSIONERS

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. 06/07-02 created the Crockett Recreation 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 Dale McDonald is hereby appointed to the Crockett Sanitary Commission as Commissioners and Valerie Quade be appointed as Alternate to serve when appointed Commission(s) are absent, effective December 20, 2023.

BE IT FURTHER RESOLVED that Valerie Quade is hereby appointed to the Crockett Recreation Commission as Commissioner.

THE FOREGOING RESOLUTION was adopted at the District's Regular Meeting held in Crockett on February 28, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Nicholas Spinner, President

ATTEST:

Sonia Rivas, MBA
District Secretary

RESOLUTION NO. 23/24-17

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CROCKETT
COMMUNITY SERVICES DISTRICT APPOINTING THE DISTRICT SECRETARY**

WHEREAS, the Crockett Community Services District is a special district in the State of California with an elected governing board; and

WHEREAS, the District Board has recommended that Sonia Rivas be appointed to the position of District Secretary; and

WHEREAS, Government Code §61050 allows the District Board to fill the role by appointment with a qualified individual.

NOW, THEREFORE, BE IT RESOLVED that the Board President is authorized to enter into the negotiated contract included with this negotiated employment contract for the District Secretary included with this February 28, 2024, agenda packet. The President is authorized and directed to sign the contract with the District Secretary placed before the Board. The Crockett Community Services District hereby appoints Sonia Rivas to the position of District Secretary, effective immediately.

THE FOREGOING RESOLUTION was adopted at the District's Regular Meeting held in Crockett on February 28, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Nicholas Spinner, President

ATTEST:

Sonia Rivas, MBA
District Secretary

10.b

RESOLUTION NO. 23/24-18

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CROCKETT
COMMUNITY SERVICES DISTRICT APPOINTING THE
ADMINISTRATIVE SERVICES MANAGER**

WHEREAS, the Crockett Community Services District is a special district in the State of California with an elected governing board; and

WHEREAS, the District Board has recommended that Jena Goodman be appointed to the position of Administrative Services Manager; and

WHEREAS, Government Code §61050 allows the District Board to fill the role by appointment with a qualified individual.

NOW, THEREFORE, BE IT RESOLVED that the Board President is authorized to enter into the negotiated contract included with this negotiated employment contract for the Administrative Services Manager included with this February 28, 2024, agenda. The President is authorized and directed to sign the contract with the Administrative Services Manager placed before the Board. The Crockett Community Services District hereby appoints Jean Goodman to the position of Administrative Services Manager, effective immediately.

THE FOREGOING RESOLUTION was adopted at the District's Regular Meeting held in Crockett on February 28, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Nicholas Spinner, President

ATTEST:

Sonia Rivas, MBA
District Secretary

10.c

Reference both items 10b and 10c.

AT-WILL EMPLOYMENT AGREEMENT FOR (POSITION)

This At-Will Employment Agreement (“Agreement”) is entered into and effective as of _____, 2024, by and between the Crocket Community Services District (“District” or “Employer”) and _____ (“Employee”), subject to the following terms and conditions.

RECITALS

This Agreement is made and entered with respect to the following facts:

A. Employer is a public agency and community services district organized and existing under and pursuant to the Community Services District Law (Government Code, § 61000, *et seq.*).

B. Employer desires to hire Employee for the position part-time and to provide compensation on an hourly basis beginning _____, 2024, subject to the following terms and conditions.

C. Employee desires to accept such at-will employment subject to the following terms and conditions.

NOW, THEREFORE, in consideration of the above recitals and of the mutual promises and conditions in this Agreement, Employer and Employee agree as follows:

AGREEMENT

1. **Employment of _____ (position)**. Employer hereby hires Employee as its part-time (or full-time) _____ (position) effective _____, 2024. Employee hereby accepts such employment subject to the terms and conditions of this Agreement. Employee is an at-will employee and in their capacity as _____ (position) shall serve at the pleasure of the District Board of Directors (or General Manager).

2. **Term Of Employment.** The term of this Agreement shall commence _____, 2024 and shall continue for _____ (#) years and _____ (#) months from the date of commencement unless terminated by either party in accordance with the provisions set forth in Section 6.

3. **Employee’s Duties/Scope**

a. *(Position)*. Unless otherwise provided by action of the District Board of Directors, Employee shall fulfill the duties and responsibilities of the position of _____ as specified in applicable state laws and the Crockett Community Services District Code (“District Code”), Personnel Policy & Procedures Manual (“Personnel Policies”), and other District policies and/or job description for the _____ position, as the same may be amended from time to time. Employee acknowledges the Board of Directors,

in its discretion, may hire or otherwise appoint another individual as _____. Upon such appointment, Employee shall have no right or responsibility as _____, and employee's title shall be "_____."

b. *(Dual Position)*. Employee shall serve as Employer's _____, and shall perform the functions and duties specified in applicable state laws and the District's Crockett Community Services District Code ("District Code"), Personnel Policy & Procedures Manual, and other District policies and/or job description, as the same may be amended from time to time.

c. Employee shall perform other legally permissible functions and duties as the District Board of Directors and/or General Manager may assign from time to time pursuant to formal action, including assignments given by an individual or committee pursuant to authority delegated by the Board of Directors by formal action.

d. "Formal action" for this purpose shall mean a motion, resolution, or ordinance approved or adopted by the Board of Directors in accordance with its policies.

e. (not used)

f. Employee shall render their best professional services and skills for the benefit of the District. Employee shall be responsible for performing the work under this Agreement in a manner which is consistent with the generally accepted standards for a professional public agency administrator. Employee agrees to devote sufficient and adequate time, ability, attention, energy, knowledge, and skills to the performance of their duties under this Agreement (and, except as provided herein, to remain in the exclusive employ of District during the Term of this Agreement).

3.2 Conflicts. Employee shall not engage in any activity that is or may become a legal conflict of interest or a legally prohibited contract, or that does or may create an incompatibility of office as defined under California law. Employee shall complete all disclosure forms required by law.

3.3 Schedule.

a. While it is anticipated that Employee will normally work an approximately _____ (##-) hour work week, it is expected, due to the nature of the job, that from time to time such hours per week will be exceeded.

b. Additional time beyond the District's normal business hours will be required, including, but not limited to, time in connection with attendance at evening meetings, outside of normal business hours.

c. Employee represents that any current additional activities will not interfere with their duties as _____.

d. Employee shall not engage in any activity that is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Employee shall complete all disclosure forms required by law.

3.4 Exempt Position. The position of _____ is exempt (non-exempt) under the Fair Labor Standards Act.

3.5 Board Members. No Board Member shall interfere with the execution of Employee's duties, or order, directly or indirectly, Employee to appoint or remove any person to or from any office or employment of the District, except in accordance with applicable District policies.

3.6 Location. Except as stated herein, it is anticipated that the majority of the services provided by Employee under this Agreement will be provided at District facilities.

a. Employee shall perform the duties described by this Agreement as specified by formal action of the Board of Directors.

b. When necessary or expedient, Employee may perform work remotely. Employee shall be available to meet with members of the Board of Directors, General Manager and other employees, contractors, members of the public, representatives of other agencies, and other individuals having an interest in District business at a District facility on a by-appointment basis.

c. Notwithstanding the foregoing, it is understood by the parties that, at the time of execution of this Agreement, the District conducts certain meetings virtually as a result of the coronavirus pandemic. Employee shall attend meetings of the Board of Directors or its committees, as directed by District policy or requested by the General Manager or Board of Directors, through the hosted virtual meeting platform. If or when the Board of Directors or its committees hold meetings in person, Employee shall attend and administer such meetings in person.

3.7 Conduct. Employee acknowledges that the position of _____ is a position of high visibility before the public. Employee shall conduct themselves before the public, both during and outside of regular working hours, in a manner that reflects favorably upon Employer.

3.8 Support and Equipment. The District shall, at District expense, supply Employee with sufficient personnel, contractors, and equipment to allow Employee to perform Employee's duties and obligations under this Agreement. All equipment supplied by District to Employee shall be returned to the District upon termination of this Agreement.

a. The District shall, at District's expense, supply Employee with a cellular phone for the purpose of conducting District business.

b. The District shall, at District's expense, supply Employee with a laptop computer for the purpose of conducting District business.

c. Employee shall use such equipment exclusively for District business once received and shall not conduct District business using personal cellular phones or computers.

3.9 Reimbursement. Subject to Employer’s policies, restrictions, and directions, including submission of receipts or other satisfactory documentation, Employer shall pay or reimburse Employee for actual and necessary expenses reasonably incurred by Employee in the performance of Employee’s duties pursuant to this Agreement, including such expenses incurred when traveling on District business. Expenses incurred while commuting to District facilities to carry out employment duties shall not be reimbursed.

b. Employee shall provide his or her own automobile for use in conducting normal District business. Unless otherwise expressly agreed upon, the District’s Personnel Policies, as the same may be amended from time to time, shall govern reimbursement of Employee’s business mileage.

4. Compensation. As consideration for Employee’s performance of their duties under this Agreement, Employee shall receive the following compensation unless and until this Agreement is terminated as hereinafter provided:

4.1 Hourly Pay. Based on a fulltime equivalent (“FTE”) annual salary of _____ dollars and no cents (\$##,###.00) per year, Employee shall be paid at a rate of _____ dollars and _____ cents (\$##.##) per hour¹ for all authorized hours worked, less all applicable Federal, State and local withholding, payable on the District-established payroll cycle. Employee shall submit timesheets in accordance with Personnel Policies. Compensation shall be paid once (twice) per month in accordance with District policies. Wage to be backdated to _____, 2024.

4.2 Deductions. Taxes and other legally required deductions will be deducted from Employee’s compensation under this Agreement.

4.3 Workload.

a. It is expected that the position of _____ will be an _____-percent full-time equivalent (##% FTE) and that the duties and responsibilities of the _____ will require _____ (##) hours per week.

b. Advance permission is hereby given to work up to forty (40) hours per week (100% FTE). Employee understands that every effort will be made to limit work to forty (40) hours per week, excepting emergency events. In the event of a request and authorization by the Board of Directors or the General Manager, in the event the Board of

¹ This is calculated based on 2,080 hours per year for a full-time position.

Directors appoints another individual to serve as _____, or if necessitated by an emergency, Employee agrees to work hours exceeding 40 hours per week.

c. Any emergency declared by employee in their capacity as _____ shall be subject to approval by the Board of Directors.

4.4 Annual Cost-Of-Living Increase. On May 1, 2025, and every May 1 thereafter, the hourly rate in Section 4.1, above, shall be increased in an amount equal to the twelve-month percent change for San Francisco-Oakland-Hayward, California CPI-U for March of the current calendar year

4.5 Annual Performance Review. On or before May 1, 2025, and every May 1 thereafter, or more frequently if requested by either party, the Board of Directors in consultation with the General Manager in the event the Board of Directors appoints another individual to serve as General Manager, shall review the performance evaluation of Employee. Board and Employee shall agree to a work plan for Employee for the following year and shall reevaluate the requirements and limitations set forth in Section 4.3, herein, to determine whether such requirements and limitations should be adjusted. At the time of the annual review, if the Board, in its sole discretion, concludes that Employee has performed exemplary service as _____, the Board may award a merit bonus or increase to Employee's hourly rate forth in Section 4.1, as may be increased from time to time.

4.6 Amendment. Changes to FTE annual base salary or hourly rate, including cost-of-living adjustments and/or merit increases, shall be memorialized by an amendment to this Agreement.

4.7 No Overtime. In keeping with status as an exempt employee, compensation to Employee for all hours worked will occur at the same rate, without incrementation for overtime hours. (Different text if non-exempt)

5. Employee Benefits. Except as otherwise stated in this section, Employee shall be entitled to benefits as provided by the Personnel Policies to the extent Employee is eligible under such policies.

5.1 Health Benefits. Employee shall be entitled to health benefits as provided by the Personnel Policies to the extent Employee is eligible under such policies.

5.2 Vacation Leave. Upon the effective date of this Agreement, Employee shall accrue paid vacation leave at the rate of zero point zero five eight (.058) hours per hour worked up to ninety (90) hours of vacation leave per year. Once the maximum vacation accrual is reached, further accrual shall cease. Accrued and unused vacation time shall carry over to the following year. Accrued but unused vacation leave will be paid in full upon termination of Employee at the current hourly rate. Employee may utilize vacation leave after the first ninety (90) days of employment. Employee may use up to seven (7) hours of vacation leave per day.

5.3 Sick Leave. Upon the effective date of this Agreement, Employee shall accrue sick leave at the rate of one hour per thirty (30) hours worked. Employee may utilize sick leave after the first ninety (90) days of employment. Any unused sick leave days at the time of

Employee's termination shall be forfeited and shall not be paid upon termination. Accrued and unused sick leave shall carry over to the following year. Separation from employment with the District shall cause cancellation of any accrued but unused sick leave, except as provided in this section, and no payment other than that provided for in this section shall be made for such accrued but unused sick leave. Employee may use up to seven (7) hours of sick leave per day.

5.4 Retroactive Vacation and Sick Leave. Upon the effective date of this Agreement, Employee shall be entitled to a lump-sum accrual of vacation and sick leave hours based on hours worked, and for paid holidays, for the period beginning _____, 2024 and ending on the last day worked before the effective date of this Agreement. Any vacation and/or sick leave hours already accrued by Employee for the period described in this section shall be credited against the lump-sum accrual.

5.5 Holidays. District will provide Employee with paid fourteen (14) paid holidays which shall be taken on all federally recognized holidays, with any holidays beyond the federally recognized holidays to be taken at the discretion of Employee. For the purpose of holiday pay, one "day" shall mean (6) hours and one "half day" shall mean three (3) hours.

5.6 Jury Duty Leave. In the event Employee is summoned to jury duty, they shall be paid Employee's regular wage for each working day of absence up to six (6) hours up to twenty-four (24) hours per calendar year providing that jury fees, less mileage, are refunded by Employee to the Board. In order to receive payment under this section, Employee must give Employer prior notice that Employee has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days and hours claimed.

5.7 CalPERS. Employer contracts with the California Public Employees' Retirement System ("CalPERS") for retirement benefits. Employee shall be eligible for participation in CalPERS effective _____, 2024. To the extent that contributions to CalPERS for the period between _____, 2024 and the execution date of this contract were not made as regular contributions, Employer shall make a one-time lump-sum contribution in an amount equal to the employer contribution rate that would have been payable for the hours worked by Employee between _____, 2024 and the execution date of this contract.

5.8 No Other Benefits. Except as expressly provided in this Agreement, Employee shall not be entitled to enjoy or be paid for any other benefits available to other employees of District.

6. At-Will Employment; Termination. It is specifically understood and agreed that Employee serves at the pleasure of the District Board of Directors. This Agreement and the relationship hereby created may be terminated at any time at the will of District, in its sole discretion, with or without cause, subject to the following:

6.1 For Cause. If Employee is terminated for cause, Employee's employment and this Agreement will be terminated effective immediately and Employee shall receive pay and benefits only through the effective date of termination. As used in this Agreement, "cause" includes without limitation, as determined in the sole discretion of the Employer, any of the

following: (1) insubordination, (2) dishonesty, (3) embezzlement, (4) violation of Federal, State or local requirements pertaining to conflict of interest, (5) conviction of a criminal act, other than minor traffic violations or similar offenses, which is likely to have a material adverse impact on the District's or Employee's reputation, (6) involvement in any act of moral turpitude that would compromise Employee's effective performance as _____, (7) taking a public position adverse to the interests of Employer without Employer's prior written consent, (8) violation of any fiduciary duty owed to Employer, (9) unauthorized or unexcused absence from employment or unauthorized or unexcused failure to perform employment duties for more than forty-eight (48) hours, (10) violation of District policies or procedures, (11) failure to maintain satisfactory working relationships with other employees, agents, or the public, (12) improper use of District funds, and/or (13) other failure of good behavior either during or outside of employment such that Employee's conduct causes discredit to the District. No Severance Compensation shall result from a termination for cause.

6.2 Incapacity. Employer shall have the option to terminate this Agreement without further payment of compensation and benefits, or Severance Compensation, if Employee becomes deceased, disabled, or incapacitated to such an extent that Employee cannot perform the _____ duties for a period of two (2) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a thirty (30) working day period.

6.3 By Employee. Employee may terminate this Agreement and resign their employment at any time, for any reason, upon three (3) months' prior written notice to Employer. This Agreement and Employee's employment shall terminate upon the expiration of the three-month notice period. Once Employee gives Employer such written notice, Employee shall not have the right to rescind it without an affirmative vote of the majority of Employer's elected directors in office as of the date Employee requests, in writing, that said written notice be rescinded. Upon receipt of Employee's written notice of resignation and termination of this Agreement, Employer shall have the right to immediately remove Employee from their position as _____, or to permit Employee to remain in the position of _____ for all or any part of the three-month notice period. If Employer elects to immediately remove Employee from their position as _____, or to remove Employee from their position as _____ before the expiration of the three-month notice period, then Employer shall pay Employee an amount equal to the prorated salary and benefits that Employee would have received if Employee had remained in the position of _____ for the three-month period. If Employer requests that Employee continue to perform the duties of _____ during the three-month notice period and Employee faithfully performs the duties necessary for the ongoing functioning of the District and the orderly transition of job knowledge, duties, and training of a new _____ during said three-month notice period, Employee shall be entitled to severance pay as described in paragraph 6.4 below. If Employee fails or refuses to remain during the three-month notice period, then Employee shall receive no salary or benefits after the last date upon which Employee actually performs the duties required of them as _____ pursuant to this Agreement, and shall forfeit the right to any severance pay as described in paragraph 6.4 below.

6.4 Severance. Unless Employee is terminated for cause, Employer shall pay Employee an amount equal to three (3) months of gross pay as severance compensation (“Severance Compensation”) in addition to the pay and benefits Employee earns under this Agreement through the effective date of termination. All such gross pay shall be subject to usual state and federal withholding. Said payment of Severance Compensation shall be conditioned upon Employee executing a waiver and release agreement forever releasing and waiving any and all claims against the District in a form acceptable to the District. With the exception of the foregoing, Employer shall not pay Employee any other amounts whatsoever upon termination of Employee’s employment. California Government Code Sections 53243, 53243.1, 53243.2, 53243.3 and 53243.4 are incorporated by reference as if fully set forth herein.

6.5 Elections. Employee shall not be terminated without cause during the 30-day period preceding or following any District election for membership on the Board of Directors, or during the 90-day period following any change in membership of the Board of Directors.

7. Waiver and Release Concerning Additional Compensation. The Parties understand and agree that the consideration specified in Section 4 and Section 5, above, is the sole compensation to which Employee will be entitled for work performed pursuant to this Agreement. By signing this Agreement, to the maximum extent allowed by law, Employee, on behalf of themselves and their heirs, estate, executors, managers, successors and assigns waives, releases and discharges the District and its elected officials, officers, employees, agents, volunteers, attorneys, affiliated entities, successors, assigns and insurers from any and all compensation or consideration in addition (“Additional Compensation”) to that specified in Section 4 and Section 5, above, concerning Employee’s performance as _____ . Except as may otherwise be required by law, the Additional Compensation waived, released and discharged pursuant to this provision includes, but is not limited to, compensation in the form of benefits pursuant to the Public Employees Retirement System (“PERS”) concerning work performed for District, and any and all other compensation or benefits that may otherwise be due Employee under District policies.

8. Waiver and Release of Rights Concerning Termination or Expiration of this Agreement. By signing this Agreement, to the maximum extent allowed by law, Employee, on behalf of themselves and their heirs, estate, executors, successors and assigns waives, releases and discharges the District and its elected officials, officers, employees, agents, volunteers, attorneys, affiliated entities, successors, assigns and insurers from any and all rights Employee may otherwise have concerning notice, hearing or other procedural rights (“Procedural Rights”) under the District’s policies, or other applicable law, regulation or rule, concerning termination or expiration of this Agreement, so long as such termination or expiration is in accordance with the terms of this Agreement.

9. Employer Property. All correspondence, memoranda, records, files, plans, papers, notes, notebooks, reports, manuals, ideas, intellectual property, trademarks, copyrights, patents, computer software or hardware and other materials (regardless of their form) that Employee receives, creates or produces in connection with this Agreement or with Employee’s employment by Employer shall be and remain the exclusive property of Employer. Employee shall immediately deliver all originals of any such materials or matters that are either in

Employee's possession or under Employee's control to Employer upon termination of this Agreement or upon request of any officer of Employer. In addition to the foregoing, immediately upon termination of Employee's employment, Employee shall cease using and shall surrender to Employer all keys issued to Employee to Employer's building, all passwords and other methods of gaining access to Employer's premises, property, email accounts, data, bank accounts, or information, all credit cards, debit cards, mobile telephones and radios, laptops, portable storage or recording devices, and all other property of Employer. The foregoing notwithstanding, Employee shall be permitted to retain copies of records prepared by Employee that would be available to any member of the public pursuant to a bona fide request under the Public Records Act, Government Code Section 6250 *et seq.* Employer shall be represented by the Board President, District Counsel, or other designee of the Board to effect and complete the surrender of Employer Property from Employee. Notwithstanding the foregoing, District acknowledges that any patent rights of Employee created, formed, or owned during the duration of this Agreement are presumed to arise outside of this Agreement and are owned by Employee.

9.1 Assignment. This Agreement is personal in nature and the parties hereto shall not assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld.

9.2 Entire Agreement. This Agreement supersedes any and all other agreements and amendments to agreements, either oral or in writing, between the parties hereto with respect to the relationship between District and Employee, and contains all of the covenants and agreements between them with respect to that relationship. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of the Agreement.

9.3 Modification. Any modification of this Agreement will be effective only if it is in writing and signed by District and Employee.

9.4 Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

10. Indemnification. Pursuant to the requirement of the California Government Code, including but not limited to Sections 825, 995, 995.2, 995.8 and 996.4, as amended from time to time, District shall defend, save harmless and indemnify Employee against any tort, professional liability claim, and demand or other claim or legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of Employee's duties as _____. Said defense shall be provided by District until such time as all legal action on the matter is concluded. Any District funds provided for the legal defense of Employee shall be fully reimbursed in accordance with California Government

Code Section 53243.1 if they are convicted of a crime involving an abuse of office or position as defined in California Government Code Section 53243.4.

11. Law Governing. This Agreement shall be governed and construed in accordance with the laws of the State of California. Jurisdiction for any dispute arising out of or relating to this Agreement shall be exclusively with the Superior Court of the State of California. Venue for any such dispute shall be exclusively within Contra Costa County, California.

12. Headings. The headings used throughout this Agreement are used for convenience of reference only and shall not in any way limit or be deemed to construe or interpret the provisions of this Agreement.

13. Cooperation. Each party hereto agrees to execute and deliver any documents and to take any other actions that may be reasonably requested by the other party to accomplish the purposes of this Agreement.

14. Waiver Of Breach. No waiver of any breach of this Agreement shall be effective unless in writing and no waiver shall constitute a waiver of any subsequent breach.

15. Notices. Notices pursuant to this Agreement shall be in writing given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) Crockett Community Services District

Attention: Board President

(2) _____

Alternatively, notices required by this Agreement may be personally served in the same manner as applicable to civil judicial process.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

EMPLOYEE

CROCKETT COMMUNITY SERVICES
DISTRICT

Name

By: _____, President

RESOLUTION

NO. 23/24-19

A RESOLUTION APPOINTING COMMISSIONER

WHEREAS, Measure L, a citizen's initiative, was passed by a vote of the majority of the voters in a general election in the Crockett Community Services District, did agree to levy a tax on property within the District for the purposes as described in the measure,

WHEREAS, the District Board has, by Resolution 22/23-21 recognized the will of the voters by adopting the Measure L Initiative Ordinance,

WHEREAS, the District Board has, by Resolution No. 22/23-22 created the Landscape and Lighting Commission, to oversee the work described in Measure L 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 Julie Fisk be appointed as Commissioner on the Lighting and Landscape Commission for a term of 24 months.

THE FOREGOING RESOLUTION was adopted at the District's Regular Meeting held in Crockett on February 28, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Nicholas Spinner, President

ATTEST:

Sonia Rivas, MBA
District Secretary

CROCKETT COMMUNITY SERVICES DISTRICT

STATEMENT OF INTEREST / APPLICANT QUESTIONNAIRE FOR COMMISSIONS, COMMITTEES AND BOARD

"Please note that this form is a public record that may be subject to disclosure upon request."

NOTE: PLEASE FILL OUT SEPARATE APPLICATION FOR EACH BOARD/COMMISSION YOU WISH TO SERVE ON (TYPE or PRINT ONLY)

When Completed Return To: CCSD District Secretary, 850 Pomona Street, Crockett, CA 94525 or via email: DistrictSecretary@town.Crockett.CA.us
Telephone 510.787.2992. **Bolded items are required for a complete application.**

We encourage applicants to submit a separate statement letter to elaborate on your responses. We look forward to receiving your application.

INDICATE YOUR INTEREST

BOARD

() CCSD BOARD OF DIRECTORS

COMMISSIONS

- () Budget & Finance (B&F)
- () Crockett Sanitary (CVSAN)
- () Port Costa Sanitary (PCSAN)
- () Recreation (REC)
- Lighting & Landscape (L&L)

COMMITTEES

- () Memorial Hall Advisory
- () Personnel
- () Police Liaison

NAME

JILLIE FISK

ADDRESS

[REDACTED]

CITY/ZIP

94525

PRIMARY PHONE

[REDACTED]

ALTERNATIVE PHONE

[REDACTED]

EMAIL ADDRESS

[REDACTED]

LENGTH OF RESIDENCE IN CROCKETT/PORT COSTA

37yrs

IN CONTRA COSTA COUNTY

53yrs

ARE YOU CURRENTLY EMPLOYED OR RETIRED?

Yes

RELEVANT EXPERIENCE RELATING TO THIS POSITION

10 years CIA volunteering

Involved in passing Measure L

SOME THOUGHTS YOU BELIEVE MAY CONTRIBUTE TO IMPROVE BOARD/COMMISSION/COMMITTEE:

Let you know after I attend a few meetings

IF APPOINTED, WHAT/HOW WOULD YOU CONTRIBUTE TO OUR COMMUNITIES?

Constructive Input

REFERENCES (TWO) (OTHER THAN FAMILY MEMBERS):

NAME

ADDRESS

2nd Ave Crockett

PHONE

NAME

ADDRESS

Alexander Crockett

PHONE

DATE 01/15/2024 APPLICANT'S SIGNATURE

[REDACTED]

RESOLUTION

NO. 23/24-20

A RESOLUTION APPOINTING COMMISSIONER

WHEREAS, the District Board has by Resolution No. 07/08-05 created the Port Costa 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 William Lee Vance is hereby appointed to the Port Costa Sanitary Commission as Alternate to serve when appointed Commission(s) are absent.

THE FOREGOING RESOLUTION was adopted at the District's Regular Meeting held in Crockett on February 28, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Nicholas Spinner, President

ATTEST:

Sonia Rivas, MBA
District Secretary

CROCKETT COMMUNITY SERVICES DISTRICT

STATEMENT OF INTEREST / APPLICANT QUESTIONNAIRE FOR COMMISSIONS, COMMITTEES AND BOARD

"Please note that this form is a public record that may be subject to disclosure upon request."

NOTE: PLEASE FILL OUT SEPARATE APPLICATION FOR EACH BOARD/COMMISSION YOU WISH TO SERVE ON (TYPE or PRINT ONLY)

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Telephone 510.787.2992. **Bolded items are required for a complete application.**

We encourage applicants to submit a separate statement letter to elaborate on your responses. We look forward to receiving your application.

INDICATE YOUR INTEREST

BOARD

CCSD BOARD OF DIRECTORS

COMMISSIONS

- Budget & Finance (B&F)
- Crockett Sanitary (CVSAN)
- Port Costa Sanitary (PCSAN)
- Recreation (REC)
- Lighting & Landscape (L&L)

COMMITTEES

- Memorial Hall Advisory
- Personnel
- Police Liaison

NAME WILLIAM LEE VANCE

ADDRESS [REDACTED] CITY/ZIP PT COSTA 94569

PRIMARY PHONE [REDACTED] ALTERNATIVE PHONE [REDACTED]

EMAIL ADDRESS [REDACTED]

LENGTH OF RESIDENCE IN CROCKETT/PORT COSTA 2 YRS IN CONTRA COSTA COUNTY 12 YRS.

ARE YOU CURRENTLY EMPLOYED OR RETIRED? SELF EMPLOYED MUSICIAN

RELEVANT EXPERIENCE RELATING TO THIS POSITION WORKED WITH INSPECTORS AND

COUNTY AGENCIES TO PRODUCE MUSIC AND SPECIAL EVENTS ALL OVER THE WESTERN UNITED STATES

SOME THOUGHTS YOU BELIEVE MAY CONTRIBUTE TO IMPROVE BOARD/COMMISSION/COMMITTEE

I LOOK FORWARD TO THE OPPORTUNITY TO BE A THOUGHTFUL VOICE, AND REPRESENT MY FELLOW CITIZENS AS AN ALTERNATE ON THE BOARD

IF APPOINTED, WHAT/HOW WOULD YOU CONTRIBUTE TO OUR COMMUNITIES?

CIVIL SERVANTS HELP MAKE OUR CITIES AND TOWNS

FUNCTION, I HOPE TO BRING SOME NEW ENERGY TO OUR BOARD

REFERENCES (TWO) (OTHER THAN FAMILY MEMBERS):

NAME [REDACTED] ADDRESS [REDACTED] PHONE [REDACTED]

NAME [REDACTED] ADDRESS [REDACTED] PHONE [REDACTED]

DATE 2/2/24 APPLICANT'S SIGNATURE [REDACTED]

RESOLUTION 23/24-21

RESOLUTION OF THE BOARD OF DIRECTORS OF CROCKETT COMMUNITY SERVICES DISTRICT NOMINATING JOHN MACKENZIE AS THE REGULAR SPECIAL DISTRICT MEMBER ON THE CONTRA COSTA LOCAL AGENCY FORMATION COMMISSION (LAFCO) AND APPOINTING A VOTING REPRESENTATIVE AND AN ALTERNATE VOTING REPRESENTATIVE TO LAFCO

WHEREAS, Crockett Community Services District is an independent special district eligible to vote in the Contra Costa Local Agency Formation Commission (LAFCO) election; and

WHEREAS, Government Code § 56332 permits members of governing boards of independent special districts to be nominated and serve as the regular or alternate special district member of the Contra Costa LAFCO; and

WHEREAS, Government Code § 56332 entitles each special district to nominate, by board resolution, a maximum of one board member per vacancy from any district; and

WHEREAS, the Contra Costa Local Agency Formation Commission requires governing boards of independent special districts to designate one voting representative who shall exercise the district's right to vote on matters before the Contra Costa Local Agency Formation Commission and one alternate who shall have the right to vote in the absence of the assigned voting representative; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Crockett Community Services District nominate John Mackenzie as the Regular Special District Member on the Contra Costa Local Agency Formation Commission and designate President Nicholas Spinner as its primary voting representative to the Contra Costa Local Agency Formation Commission and Vice-President Diana Martinez to be its alternate voting representative to the Contra Costa Local Agency Formation Commission.

THE FOREGOING RESOLUTION was adopted at the District's Regular Meeting held in Crockett on February 28, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Nicholas Spinner, President

ATTEST:

Sonia Rivas, MBA
District Secretary

RESOLUTION

NO. 23/24-22

A RESOLUTION ADOPTING A CONFLICT OF INTEREST CODE

WHEREAS, the Crockett Community Services District has previously adopted Resolution No. 06/07-11 establishing a conflict-of-interest code (COIC) for the District; and

WHEREAS, the District Board of the Crockett Community Services District adopted Resolution No. 07/08-07 adding Commissioner, District Secretary, and Department Manager to Exhibit "A" as designated positions.

WHEREAS, the District Board of the Crockett Community Services District now finds it necessary that the positions of District Engineer and Administrative Services Manager be added to Exhibit "A" as designated positions.

NOW, THEREFORE, BE IT RESOLVED that the text and Exhibits A&B of Resolution No. 23/24-22, as amended above, are hereby adopted as the Conflict-of-Interest Code of the District.

THE FOREGOING RESOLUTION was adopted at the District's Regular Meeting held on February 28, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Nicholas Spinner, President

ATTEST:

Sonia Rivas, MBA
District Secretary

WHEREAS, the Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. 18730) which contains the terms of a standard conflict of interest code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference.

BE IT RESOLVED that this regulation and the attached Appendix designating officials and employees and establishing disclosure categories shall constitute the conflict-of-interest code of the Crockett Community Services District.

Designated employees shall file their statements with Crockett Community Services District, which will make the statements available for public inspection and reproduction. (Gov. Code Section 81008.) Statements for all designated employees will be retained by the Crockett Community Services District.

EXHIBIT "A"

Designated Positions	Disclosure Category
Members of the Board of Directors Crockett Community Services District	1 and 2
Commissioner	1 and 2
District Secretary	1 and 2
General Manager	1 and 2
Board Legal Counsel	1 and 2
Engineering Consultant	1 and 2
Department Manager	1 and 2
District Engineer	1 and 2
Administrative Services District	1 and 2

EXHIBIT "B"

Disclosure Categories

An investment, interest in real property or income is reportable if the business entity in which the investment is held, the interest in real property, or the income or source of income may foreseeably be affected materially by any decision made or participated in by the designated employee by virtue of the employee's position.

Designated Employees in Group "1" must report:

All investment, interests in real property and income, and any business entity in which the person is a director, officer, partner, trustee, employee, or holds any position of management. Financial interests are reportable only if located within the Crockett Community Services District, County of Contra Costa, State of California, or if the business entity is doing business or planning to do business in the District (and such plans are known by the designated employee) or has done business within the District at any time during the two years prior to the filing of the statement.

Designated Employees in Group "2" must report:

Investments in any business entity and income from any source and status as a director, officer, partner, trustee, employee or holder of a position of management in any business entity which, within the last two years, has contracted, or in the future foreseeably may contract with the Crockett Community Services District, County of Contra Costa, State of California, to provide services, supplies, materials, machinery or equipment.

EMPLOYMENT AGREEMENT MODIFICATION

The Management Employment Agreement (the "Agreement") entered into by and between Crockett Community Services District ("District") and Ronald Wilson ("Employee") and approved by the District Board on February 28, 2024, is hereby modified as follows. The Agreement modification is contingent upon approval by the District's Board of Directors.

An annual performance evaluation has not been conducted since 2020. Based on an evaluation of Mr. Wilson's accomplishments since 2020, the Personnel Committee is recommending a five-step salary increase from \$2,993 to \$3,624 per month effective March 1, 2024.

SECTION IV – SALARY (a) replaced with:

- (a) During the term of this Agreement, Employee agrees to work an average of 19 hours per week for 52 weeks per year, excluding vacation and sick leave. Employee shall work no more than 1000 hours per year. The monthly salary shall be fixed at \$3,624.

All terms of the employment agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures as of the date and year first above written.

Employee – Ron Wilson

Date

District – Sonia Rivas, Interim General Manager

Date

**LANDSCAPE MAINTENANCE AGREEMENT
WITH THE CROCKETT COMMUNITY SERVICES DISTRICT**

THIS AGREEMENT is made effective on _____, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the Crockett Community Services District; hereinafter referred to as "CCSD" and collectively referred to as "PARTIES".

1. The PARTIES hereto mutually desire to identify the maintenance responsibilities of CCSD for newly constructed or revised improvements within STATE's right of way by Encroachment Permit number 0412-N-LF-0287.
2. On March 17, 2023 a Freeway Lease Area Agreement Number 04-CCX-080-0010 was executed between CCSD and STATE, wherein the PARTIES consented to certain improvements within STATE's right of way within the jurisdictional limits of the County of Contra Costa.
3. PARTIES agree this Agreement shall not supersede in its entirety the said Freeway Lease Area Agreement executed by PARTIES on March 17, 2023.
4. This Agreement addresses CCSD responsibility for the landscaping, including flowers, shrubs, trees, as well as irrigation system, mulch, soil, fertilizer, landscaping water, and amenity furnishings (collectively the "LANDSCAPING") placed within State Highway right of way on State Route 80, as shown on Exhibit A, attached to and made a part of this Agreement.
5. Maintenance responsibilities includes, but is not limited to, inspection, providing emergency repair, replacement, litter/trash removal, pest control, graffiti removal, and maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of LANDSCAPING as shown on said Exhibit "A."
6. The degree or extent of maintenance work to be performed, and the standards, therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.
7. When a planned future improvement is constructed and/or a minor revision has been effected with STATE's consent or initiation within the limits of the STATE's right of way herein described which affects PARTIES' division of maintenance responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibit "A" which will be made a part hereof and will thereafter supersede the attached original Exhibit "A" to thereafter become a part of this Agreement.

7.1. The new exhibit can be executed only upon written consent of the PARTIES hereto acting by and through their authorized representatives. No formal amendment to this Agreement will be required.

8. CCSD agrees, at CCSD expense, to do the following:

8.1. CCSD may install, or contract, authorizing a licensed contractor with appropriate class of license in the State of California, to install and thereafter will MAINTAIN LANDSCAPING conforming to those plans and specifications (PS&E) pre-approved by STATE.

8.2. CCSD will submit the final form of the PS&E, prepared, stamped and signed by a licensed landscape architect, for LANDSCAPING to STATE's District Permit Engineer for review and approval and will obtain and have in place a valid necessary encroachment permit prior to the start of any work within STATE'S right of way. All proposed LANDSCAPING must meet STATE's applicable standards.

8.2.1. CCSD contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.

8.2.2. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way

8.3. CCSD shall ensure that LANDSCAPED areas designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance including providing for water, and fertilizer necessary to sustain healthy plant growth during the entire life of this Agreement.

8.3.1. To prune shrubs, tree plantings, and trees to control extraneous growth and ensure STATE standard lines of sight to signs and corner sight distances are always maintained for the safety of the public.

8.3.2. To replace unhealthy or dead plantings when observed or within 30 days when notified in writing by STATE that plant replacement is required.

8.3.3. To expeditiously MAINTAIN, replace, repair or remove from service any LANDSCAPING system component that has become unsafe or unsightly.

8.4. To furnish electricity for irrigation system controls, and lighting system controls for all street lighting systems installed by CCSD.

- 8.5. To MAINTAIN, repair and operate the irrigation systems in a manner that prevents water from flooding or spraying onto STATE highway, spraying parked and moving automobiles, spraying pedestrians on public sidewalks/bike paths, or leaving surface water that becomes a hazard to vehicular or pedestrian/bicyclist travel.
 - 8.6. To control weeds at a level acceptable to the STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture. All chemical spray operations shall be reported quarterly (Form LA17) to the STATE to: ATTN: Office Chief, Environmental Maintenance, California Department of Transportation, District 4, Division of Maintenance, Landscape Maintenance, MS4A, P.O. Box 23660, Oakland, CA 94623-0660.
 - 8.7. CCSD shall ensure LANDSCAPING within the Agreement limits provide an acceptable walking and riding surface, and will provide for the repair and removal of dirt, trash, debris, graffiti, weeds, and any deleterious item or material on or about the LANDSCAPING in an expeditious manner.
 - 8.8. To MAINTAIN all parking or use restrictions signs encompassed within the area of the LANDSCAPING.
 - 8.9. To MAINTAIN all pedestrian improvements encompassed within the area of the LANDSCAPING, including but not limited to, benches, bike racks, fences, interpretive signage, and sidewalks.
 - 8.10. To MAINTAIN the parking lot facility within the Agreement limits, including but not limited to, pavement, street sweeping, and maintenance of all striping and pavement markings required for the direction and operation of traffic.
 - 8.11. To remove LANDSCAPING and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.
9. PEDESTRIAN/BICYCLE PATHS constructed as permitted encroachments within STATE's right of way, CCSD is solely responsible for all permitted improvements, including but not limited to the delineation, fencing, guard railing, bollard, drainage facilities, slope and structural adequacy. CCSD will maintain, at CCSD expense, a safe facility for bicycle travel along the entire length of the path/lane by providing sweeping and debris/litter removal when necessary; and all signing and striping, and pavement markings required for the direction and operation of that non-motorized facility.

10. STATE may provide CCSD with timely written notice of unsatisfactory conditions that require correction by the CCSD. However, the non-receipt of notice does not excuse CCSD from maintenance responsibilities assumed under this Agreement.

11. STATE shall Issue encroachment permits to CCSD and CCSD contractors at no cost to them.

12. LEGAL RELATIONS AND RESPONSIBILITIES:

12.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement, or affect the legal liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction and maintenance of these STATE highway improvements or CCSD facilities different from the standard of care imposed by law.

12.2. If during the term of this Agreement, CCSD should cease to MAINTAIN the LANDSCAPING_ to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of CCSD at CCSD's expense or direct CCSD to remove or itself remove LANDSCAPING at CCSD's sole expense and restore STATE's right of way to its prior or a safe operable condition. CCSD hereby agrees to pay said STATE expenses, within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing LANDSCAPING, STATE will provide written notice to CCSD to cure the default and CCSD will have thirty (30) days within which to affect that cure.

12.3. Neither CCSD nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CCSD and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of CCSD.

12.4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CCSD under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that CCSD shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CCSD under this Agreement.

12.5. PREVAILING WAGES:

12.5.1. Labor Code Compliance- If the work performed under this Agreement is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CCSD must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CCSD agrees to include prevailing wage requirements in its contracts for public works. Work performed by CCSD'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

12.5.2. Requirements in Subcontracts - CCSD shall require its contractors to include prevailing wage requirements in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CCSD's contracts.

13. INSURANCE - CCSD and its contractors shall maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

14. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and CCSD's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

15. TERM OF AGREEMENT -This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CCSD

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Initiated and Approved

By: _____
CCSD Manager

By: _____
LEAH BUDU
Deputy District Director
Maintenance Division, District 04

ATTEST:

By: _____
CCSD Clerk

By: _____
CCSD Attorney

EXHIBIT A

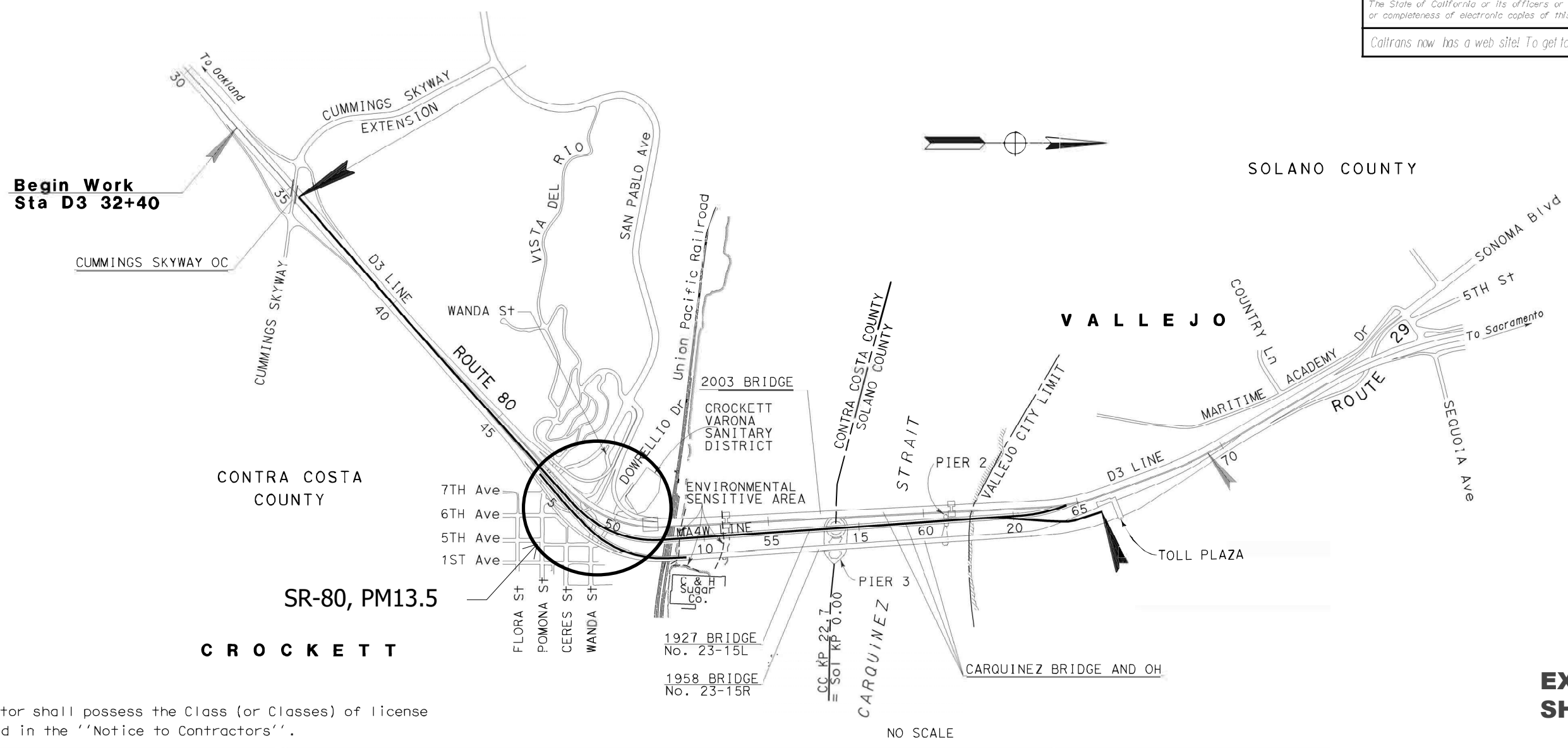
(Plan map identifying the applicable STATE Routes (Freeway proper) and CCSD road(s) and facilities)

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
LANDSCAPE MAINTENANCE AGREEMENT
STATE HIGHWAY
IN CONTRA COSTA COUNTY, IN CROCKETT

DIST	COUNTY	ROUTE	KILOMETER POST TOTAL PROJECT	SHEET NO	TOTAL SHEETS
04	CC, Sol	80	20.6/22.7, 0.0/0.8	1	199



The State of California or its officers or agents shall not be responsible for the accuracy or completeness of electronic copies of this plan sheet.
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PROJECT ENGINEER	DATE	PROJECT MANAGER	DATE
C. HO	6/4/04	R. MORIGUCHI	6/4/04

The Contractor shall possess the Class (or Classes) of license as specified in the "Notice to Contractors".

EXHIBIT A
SHEET 1 OF 2

FOR REDUCED PLANS ORIGINAL SCALE 15 IN MILLIMETERS

USERNAME => trlenard
 DGN FILE => 401309ab001.dgn

CU 04254 EA 013091

DATE PLOTTED => 19-NOV-2004
 TIME PLOTTED => 13:17
 05-26-04

MEMORANDUM OF UNDERSTANDING
BETWEEN CROCKETT COMMUNITY SERVICES DISTRICT
AND THE CROCKETT DOG PARK COMMITTEE

WHEREAS, the Crockett Dog Park Committee has developed a design for a dog park in Crockett to be built on state property known locally as the Crockett “bridgehead;” and

WHEREAS, in District Resolution No. 18/18-09 the Crockett Community Services District (“CCSD”) has acknowledged that a centrally located dog park would provide a place for outdoor recreational opportunities during all seasons and that such an asset would promote a sense of community for dog owners. Further, the resolution stated that such a recreational amenity would attract more people to use the bridgehead area; and

WHEREAS, the CCSD has agreed to serve as the local government sponsor for the dog park and has assisted in negotiations for new Encroachment Permit No. 04-23-N-AS-1161 issued by the California Department of Transportation (“Caltrans”); and

WHEREAS, the dog park construction plans have been thoroughly vetted and approved by Caltrans; and

WHEREAS, a new Marler-Johnson lease dated March 17, 2023 has been signed and issued by Caltrans for a charge of \$1 per month for ten years, to be paid by the Crockett Dog Park Committee, after which time the lease would be renewed by Caltrans; and

WHEREAS, the CCSD has also signed this lease as the local government sponsor for the dog park; and

WHEREAS, the CCSD has further agreed to serve as the fiscal sponsor for a Crockett Community Foundation (“CCF”) grant for the purchase of construction materials such as: fencing, gates, an ADA-compliant pathway, a watering station, a concrete pad, signage, dog waste bag dispensers, trash cans, benches, and tables; and

WHEREAS, the CCF, pursuant to its Grant Agreement dated 10/6/2023 has granted to the CCSD the amount of \$47,290.16 for construction costs listed above. The grant agreement has been signed by both the CCSD and the Dog Park Committee.

NOW, THEREFORE, the CCSD and the Dog Park Committee (collectively “parties”) hereby agree as follows:

- A. The full amount of the CCF grant for construction materials shall now be transferred to the Dog Park Committee.
- B. The Dog Park Committee understands that the dog park project will not be supervised by the CCSD and that it will be charged by the CCSD for all project-related costs incurred by the CCSD as fiscal sponsor for this grant, including all staff time with applicable

overhead costs, unless otherwise stipulated in this Memorandum of Understanding (“MOU”).

- C. Following the transfer of funds and throughout this project, the Dog Park Committee shall adhere to the accounting and record-keeping procedures required by the grant agreement referenced above.
- D. Upon project completion, the Dog Park Committee shall draft the final report required by the grant agreement and shall submit this draft to the CCSD along with all project records (receipts, time sheets, records of donated materials and equipment, etc.) required by the grant agreement to substantiate the authorized use of grant funds and the required amount of sweat equity and outside funding. The CCSD shall ensure the adequacy of this report before submitting it to the CCF as the final grant report.
- E. Following the construction of the dog park, the CCSD shall pay the costs of liability insurance and utilities (water) and shall assume responsibility for frequent dog waste disposal.
- F. The Dog Park Committee shall be responsible for operating the dog park in a safe manner and shall install signage appropriate to protect public safety within the dog park.
- G. The Dog Park Committee shall be responsible for daily maintenance of the dog park and for repairs necessary for public safety within the dog park.
- H. The Dog Park Committee understands that it shall meet the responsibilities and perform the duties listed herein on a volunteer basis and not as employees of the CCSD.
- I. Notwithstanding the willingness of the Dog Park Committee volunteers to perform those duties listed in this MOU, to the extent the Dog Park Committee can no longer perform maintenance duties listed herein, for the protection of public health and safety the CCSD may assume those duties after giving the Dog Park Committee five (5) days’ notice.
- J. The initial term of this MOU is five (5) years beginning on _____, after which this MOU will automatically renew for successive one (1) year terms unless either party gives notice to the other within thirty (30) days of the end of the initial term or the end of any subsequent renewal period.
- K. In the event that the Dog Park Committee should cease to exist as a responsible entity, the CCSD shall, at its sole discretion, retain the right to close the dog park to public use or remove it.
- L. In the event that Caltrans should at any time order in writing that the dog park be altered or removed from state land, the CCSD shall be obligated to act as so ordered.
- M. In the event of expiration or termination by Caltrans of the underlying lease agreement, this MOU shall automatically terminate as of the date of such notification by Caltrans.

Crockett Community Service District:

By: _____

Date

Crockett Dog Park Committee:

By: _____

Date