

CROCKETT COMMUNITY SERVICES DISTRICT

Special Meeting
AGENDA FOR WEDNESDAY, AUGUST 24, 2022

TIME: 7:00 PM
PLACE: 850 Pomona Avenue, Crockett

1. CALL TO ORDER – ROLL CALL
2. CALL FOR REQUESTS TO CONSIDER ITEMS OUT OF ORDER
3. PUBLIC COMMENTS ON NON-AGENDA ITEMS:
(The Board is prohibited from discussing items not on this agenda. Matters brought up that are not on the agenda may be referred to staff for action or calendared on a future agenda.)
4. REPORTS FROM COMMISSIONERS:
(This item is typically for exchange of information only. No action will be taken at this time.)
5. PUBLIC HEARINGS:
 - a. Hearing on proposed budget for FY 2022/23, Consider Resolution No. 22/23-08.
 - b. Hearing on sewer use charge refund for 200 Meadow Lane.
 - c. Hearing on sewer use charge refund for 404 Edwards.
 - d. Hearing on requested change in sewer use charge and refund for 101 Alexander.
 - e. Hearing on requested change in sewer use charge and refund for 523/525 West Street.
6. CONSENT CALENDAR: Consideration of a motion to approve the following items:
(Items are subject to removal from Consent Calendar by request of any Board Member or 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 July 27, 2022.
 - b. Approve payment of District bills.
 - c. Receive Minutes of Commissions and Committees.
7. ADMINISTRATIVE:
 - a. Consider consent Items removed from Consent Calendar.
 - b. Consider Resolution No. 22/23-09 permitting the recording of proceedings.
 - c. Consider Resolution No. 22/23-10 appointing Charles Davis Jr. to the Crockett Sanitary Commission for two years.
 - d. Consider proposed changes to District Code.

- e. Consider Resolution No. 22/23-11 authorizing remote teleconferencing meetings including hybrid meetings for the period of September 1, 2022 through September 30, 2022 in conformity to AB 361.

8. BUDGET AND FINANCE:

- a. Consider monthly Summary Worksheets and Investment Reports and staff report on financial matters.
- b. Consider Resolution No. 22/23-06 adopting revised appropriations limit.
- c. Consider report on tax levy FY 2022/23 for District.
- d. Approve Services Agreement between Crockett Community Services District and Valley Operators, LLC.

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

- a. Recreation Department.
- b. Maintenance Department.
- c. Port Costa Sanitary Department.
- d. Crockett Sanitary Department.
- e. Governmental matters.
- f. Announcements and discussion.

10. REPORTS FROM BOARD MEMBERS:

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

- a. Personnel Committee – Members Barassi, Bartlebaugh, Cusack, Wilson
- b. Budget & Finance Committee – Members Mackenzie and Peterson
- c. Ad Hoc Committees:
- d. Inter-agency meetings:

11. FUTURE AGENDA ITEMS:

- Adopt ADA compliance plan.
- Annual long-term strategy workshop.
- Revise District code.
- Adopt housekeeping resolution.

12. BOARD COMMENTS:

13. ADJOURNMENT to September 28, 2022

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

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

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

Calculation of refunds:

District liability for refunds of the Sewer Use Charge is limited to the previous three years. The table below indicates the amounts of the SUC over that period. The refund amount is generated by summing the differences in the charge between the applied charge and the charge based on the newly applied status.

SUC FOR PAST 3 YEARS		
	SFR	ADU&APT
22/23	\$916	\$759
21/22	\$819	\$659
20/21	\$819	\$659
19/20	\$789	\$624

200 Meadow Lane

It was agreed by the Board on July 27, 2022 that this property had been overcharged and the status of this property was changed from having two SFR's to having one SFR & one ADU.

Thus the total refund owed for 3 years is **\$485**:

$$\begin{array}{r} \$160 \\ \$160 \\ + \underline{\$165} \\ \hline \mathbf{\$485} \end{array}$$

404 Edwards

It was agreed by the Board on July 27, 2022 that this property had been overcharged and the status of this property was changed from Duplex(two apartments) to Single SFR.

Thus the total refund owed for 3 years is **\$1942**:

$$\begin{array}{r} \$499 \\ \$499 \\ + \quad \$459 \\ \hline \mathbf{\$1,457} \end{array}$$

Request for Change of Sewer Use Rate

Property Owner: Mike Kirker
Address: 101 Alexander Street
APN: 354-044-010

Property in question is currently charged as a Duplex, is petitioning to be recognized as an SFR with an attached/incorporated JADU. The JADU is approximately 371 square feet with included and appropriately sized kitchen and bathroom facilities.

Staff recommendation: As it is clearly a JADU by virtue of being built within the building of an existing SFR and it is less than 500 Sq ft, it cannot be charged a separate sewer use charge per California Gov Code 65852.2. The entire property should be charged as a single SFR.

Staff recommends a refund of past paid charges for the JADU, totaling **\$1457** over the previous 3 years.

\$499

\$499

+\$459

\$1,457

Property Owner: Mike Kirker
Address: 525/523 West Street.
APN: 354 101 014

Property in question is currently a duplex. Owner is petitioning to be relieved of all SUC by reason of vacancy of property. There are no attached plumbing fixtures. House is in unfinished condition.

Staff Recommendation: The house is clearly vacant, and currently uninhabitable by reason of lack of required amenities. Because it lacks fixtures or even the plumbing to attach them it has met the conditions of District Code 6.24/060, for a refund by reason of vacancy. Sewer use charge should not be applied until it becomes habitable.

Staff recommends full refund of past paid charges totaling **\$3884** over previous 3 years.

\$1,318

\$1,318

+\$1,248

\$3,884

5 d, e

CROCKETT COMMUNITY SERVICES DISTRICT

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MINUTES OF SPECIAL MEETING, JULY 27, 2022

1. CALL TO ORDER: The meeting was called to order at 7:01 PM by President Barassi. Present were Board Members Bartlebaugh, Kirker, Mackenzie and Peterson, along with General Manager Murdock, Recreation Department Manager Wilson, Administrative Services Manager Gunkelman, Sanitary Dept. Manager Barnhill and Assistant District Secretary Witschi.

2. AGENDA ORDER: Director Barassi asked that items 5.e. and 5.f. be moved after item 4.

3. PUBLIC COMMENTS: None

4. REPORTS FROM COMMISSIONERS: None

5.e. SEWER USE CHARGE RATE – 200 MEADOW: Mr. Murdock reported that there are two buildings on the property at 200 Meadow Lane and currently each is charged as a single family residence (SFR). He said the SFR on the parcel was transferred there as a result of eminent domain of a previous location when the new bridge offramp was built. The building in question is a separate building, not contained within the structure of another SFR. The structure fits the definition of an accessory dwelling unit (ADU), and therefore could be charged at the apartment rate as an ADU. A motion to reclassify as one SFR and one ADU carried unanimously (kp/jm).

5.f. SEWER USE CHARGE RATE – 404 EDWARDS: Mr. Murdock reported that this property is currently being charged as a duplex. In addition to the main of the house there is an additional kitchen, bathroom, bedroom and auxiliary room. It is not separated from the rest of the house by any door. The owner claims it is not a separate apartment, but part of the SFR. This has been accepted by the County Tax Assessors office. Mr. Murdock said this property is not a junior accessory dwelling unit (JADU) because it is over 500 sq. ft. It is not completely a separated apartment due to lack of separation from the remaining body of the house. Staff recommends it to be a single family residence (SFR). A motion to reclassify 404 Edwards as a SFR carried unanimously (jm/sb).

5.a. PUBLIC HEARING: A new rate schedule contained in Ordinance No. 22-2 is being considered for adoption. Resolution No. 22/23-01 providing for collection of service charges on the tax roll is also being considered. The hearing had been properly noticed by mail to property owners served and by publication in the West County Times.

Mr. Murdock presented the General Manager's report justifying the proposed user charges. He reported that no written or verbal protests to the rate increase had been received.

Director Barassi opened the hearing for comments from the public at this time on the rate increase or method of collection. Having heard all who wished to speak on this subject, Director Barassi closed the hearing. The written responses were therefore tabulated at zero. Director Barassi announced that a majority protest did not exist. A motion to adopt Ordinance

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22-2 determining charges and Resolution No. 22/23-01 overruling objections to the method of collection of sewer service charges for Crockett, accepting the General Manager's Report and levying charges on the tax roll, as amended, carried unanimously with 5 Ayes (sb/jm). A motion to rescind the previous vote as recommended by Chair carried unanimously (kp/mk). A motion to approve Ordinance No. 22-2 and Resolution No. 22/23-01, as amended, carried unanimously (sb/mk).

5.b. PUBLIC HEARING: A new rate schedule was contained in Ordinance No. 22-3 being considered for adoption. Resolution No. 22/23-02 providing for collection of service charges on the tax roll was also being considered. The hearing had been properly noticed by mail to property owners served and by publication in the West County Times.

Mr. Murdock presented the Dept. Manager's report justifying the proposed user charges for Port Costa. He reported that no written or verbal protests to the rate increase had been received.

Director Barassi opened the hearing for comments from the public at this time on the rate increase or method of collection. Having heard all who wished to speak on this subject, Director Barassi closed the hearing. The written responses were therefore tabulated at zero. Director Barassi announced that a majority protest did not exist. A motion to adopt Ordinance 22-3 determining charges and Resolution No. 22/23-02 overruling objections to the method of collection of sewer service charges for Port Costa, accepting the Dept. Manager's Report and levying charges on the tax roll, as amended, carried unanimously with 5 Ayes (sb/mk). A motion to rescind the previous vote as recommended by Chair carried unanimously (sb/mk). A motion to approve Ordinance No. 22-03 and Resolution 22/23-02, as amended, carried unanimously (sb/mk).

5.c. PROPOSED BUDGET: Mr. Gunkelman said the Budget & Finance Committee met on Monday, July 25. He said the estimated year-end 2021/22 for CCSD Administration should be \$150K higher and Crockett Sanitary Department should be \$150K lower. A motion to approve Resolution No. 22/23-03 an interim operating and capital improvements budget for FY 2022/23, as amended, carried unanimously (kp/mk).

5.d. COLLECTION OF SPECIFIC CHARGES – 1214 STARR STREET: Mr. Murdock presented a resolution to collect abatement charges of \$7,929.47 and a fine of \$1,000.00 on the next property tax roll for 1214 Starr Street (APN 354-121-002). A motion to approve ordering collection of specific charges on the tax roll and adoption of Resolution No. 22/23-04 for the property located at 1214 Starr Street, Crockett, CA carried unanimously (sb/jm).

6. CONSENT CALENDAR: The consent items were approved unanimously (jm/sb):

- a. Approve payment of District bills (warrants Rec. 9674-9707; PCSan, 1520, 1544, 1619-1622; CVSan 6725-6728; 6738-6749; Maintenance 501-503; 507-509.
- b. Receive Minutes of Commissions and Committees.

7.a. CONSENT ITEMS REMOVED: None

7.b. AUDIT ENGAGEMENT LETTER: A motion to approve Audit Engagement Letter with David Farnsworth, CPA, to perform District audit services for the year ending June 30, 2022 carried unanimously (sb/jm).

Annual long-term strategy workshop.
Revise District code.

12. BOARD COMMENTS: None

13. ADJOURNMENT: The meeting was adjourned at 9:55 PM until August 24, 2022.

Respectfully submitted,

Susan Witschi

Susan Witschi
August 7, 2022

7.c. SPECIAL ELECTION: A motion to approve Resolution No. 22/23-05 establishing November 8, 2022, as the date for a special election on a proposed ballot measure seeking voter approval of a proposed special tax on parcels in the area known as Crockett and requesting the County Registrar of Voters to conduct the election carried unanimously (kp/mk).

8.a. FINANCIAL REPORT: The monthly statements of District finances and reports on investments were examined by the Board. Mr. Gunkelman reported he has received the new Recreation Department checks. No further report.

8.b. REVISED APPROPRIATIONS LIMIT: This item has been moved to the August 24 meeting.

8.c. CAPITAL IMPROVEMENTS BUDGET: This item has been moved to the August 24 meeting.

9.a. RECREATION DEPT. REPORT: The Board received the Minutes of June 6. Mr. Wilson reported the Community Center auditorium floor has been refinished. Shakespeare in the Park will be on August 14 at 4:00 pm at Rithet Park. The Crockett Swim Team use of the pool ends this month. The swim lessons were very successful.

9.b. MAINTENANCE DEPARTMENT: Mr. Murdock said the bathrooms at the new office building are mostly complete and Joel is now working on the floors.

9.c. PORT COSTA SANITARY DEPT.: The Board received the Minutes of April 13. Mr. Barnhill reported that the automatic transfer switch (ATS) that was originally installed on the treatment plant emergency generator is not suitable for outdoor use. He said a new ATS is expected to be installed near the end of the month. The debris layer (scum) in the septic tank will be assessed. It will be removed if the operators deem it necessary.

9.d. CROCKETT SANITARY DEPT.: Mr. Murdock reported a sewer lateral on Starr Street. He is currently collecting bids for a job behind J&L.

9.e. STAFF REPORT ON GOVERNMENTAL MATTERS: Mr. Gunkelman reported he received a signed seal for the outfall lease for 29 years.

9.f. STAFF ANNOUNCEMENTS: None

10.a. PERSONNEL COMMITTEE REPORT: None

10.b. BUDGET & FINANCE COMMITTEE REPORT: Director Peterson said the committee met and discussed the budget. No further report.

10.c. AD HOC COMMITTEE REPORTS: None

10.d. INTER-AGENCY MEETINGS: None

11. FUTURE AGENDA ITEMS:

Consider proposed changes to District Code (August).
Adopt purchasing procedures and spending limits.
Adopt ADA compliance plan.

PORT COSTA SANITARY COMMISSION

of the Crockett Community Services District

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SPECIAL BUSINESS MEETING, MAY 16, 2022

1. CALL TO ORDER: The meeting was called to order at 7:05 PM by Chairperson Surges. Present were Commissioners Klaiber, Cusack, List, and Scheer, along with Dept. Manager Barnhill, General Manager Murdock, Administrative Services Manager Gunkelman.

2. AGENDA ORDER: There were no requests to hear agenda items out of order.

3. PUBLIC COMMENTS: None

4. CONSIDER SEWER USE CHARGE (SUC) INCREASE AND RECEIVE STUDY REPORT: Mr. Barnhill reported on the basis for the SUC report findings and described the methodology of the study. He said that water use decreased based on the average of qualifying single family residential water meter data. He said that outliers were discounted based on interquartile range calculation. The decrease in water use amplified the per-unit value for SUC calculations. Mr. Gunkelman reported on the budget and the details which support the need for a SUC increase. Commissioners asked why the increase is needed and are there grant opportunities. Mr. Surges asked why projected costs have gone up. Mr. Barnhill said there is a current increased service and materials cost which is expected to continue increasing going forward. Mr. Murdock and Mr. Gunkelman confirmed that costs of service and materials have increased and are likely to continue to increase. Mr. Barnhill said there is likely a need to perform repairs on the collection system and recommended to CCTV the entire collection system. He added that there is one known location, identified by smoke testing, that requires a manhole to be installed, or a pipe re-alignment and multiple manholes to be installed to CCTV inspect the public sewer lines in that location.

A motion to reject a \$200 Sewer Use Charge increase and approve a \$100 Sewer Use Charge increase for fiscal year 2022/2023 was passed (AS/TC). Commissioners Surges and Klaiber voted against the motion.

5. REPORTS FROM COMMISSIONERS: None

6. COMMISSIONER COMMENTS: None

7. ADJOURNMENT: The meeting was adjourned at 8:37 PM until June 8, 2022.

Respectfully submitted,


James Barnhill
June 23, 2022

PORT COSTA SANITARY COMMISSION

of the Crockett Community Services District

P.O. Box 578 - Crockett, CA 94525
Telephone (510) 787-2992
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MINUTES OF REGULAR MEETING, JULY 13, 2022

1. CALL TO ORDER: The meeting was called to order at 7:05 PM by Vice Chairperson Cusack. Present were Commissioners List, Klaiber, and Scheer, along with Dept. Manager Barnhill and District Engineer Murdock. Commissioner Surges was absent.
2. AGENDA ORDER: There were no requests to hear agenda items out of order.
3. PUBLIC COMMENTS: None
4. PUBLIC HEARING: None
- 5.a. DISTRICT BOARD ACTIONS: Mr. Barnhill reported that the District Board approved the Port Costa Commission recommendation for a Sewer Use Charge increase of \$100 for 2022/2023.
- 5.b. SELF-MONITORING REPORT: Mr. Barnhill reported no exceedances in May and no SSO's in June.
6. FINANCIAL REPORT: Mr. Barnhill reported on the Monthly Summary Worksheet. There were no questions.
7. WASTEWATER: Mr. Barnhill reported that the automatic transfer switch (ATS) that was originally installed on the treatment plant emergency generator is not suitable for outdoor use. He said a new ATS is expected to be installed near the end of the month.
- 8.a. STAFF REPORT ON OPERATIONS: Mr. Barnhill reported that the debris layer (scum) in the septic tank will be assessed. It will be removed if the operators deem it necessary.
- 8.b. STAFF REPORT ON GOVERNMENTAL MATTERS: None
- 8.c. STAFF ANNOUNCEMENTS: None
9. REPORTS FROM COMMISSIONERS: None
10. CONSENT CALENDAR: The consent item was approved unanimously (as/kk):
 - a. Approve Minutes of April 13, 2022.
11. FUTURE AGENDA ITEMS: None

Commissioners: Tom Cusack, Karren Klaiber, Tom List, Anne Scheer, Joe Surges

12. COMMISSIONER COMMENTS: Mrs. Scheer asked if the contract for the treatment plant operators includes the responsibility to weed the shrubbery on the outside of the treatment plant fence line. Mr. Murdock said that the District can take care of the weeds in-house. Mrs. Scheer mentioned that the sewer line that the Port Costa School had, in the past, backed up out of the sewer lateral cleanout at 131 Canyon Lake Drive. Mr. Barnhill said he will add that line to the next months Hydro jet work orders and ask the contractor pay special attention to the line and to capture any materials that are washed out.

13. ADJOURNMENT: The meeting was adjourned at 7:40 PM until August 10, 2022.

Respectfully submitted,



James Barnhill
August 3, 2022

RESOLUTION

NO. 22/23-09

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CROCKETT COMMUNITY SERVICES DISTRICT
PERMITTING THE RECORDING OF PROCEEDINGS**

WHEREAS, the recording of public meetings is permitted by a local agency in the State of California by California Government Code 54953.5; and

WHEREAS, the above stated code permits the destruction of the recording within 30 days by agency; and

WHEREAS, the Board of the Crockett Community Services District recognizes the importance of accurate minute records for the meetings of the Board; and

WHEREAS, the Board recognizes the difficulty of providing an accurate reporting and record of the minutes due to the limited size of its resources.

NOW, THEREFORE, BE IT RESOLVED that in conformity with California Code 54953.5, and the District Resolution 15/16-10 notwithstanding, the Board authorizes the use of an audio recording device for the purpose or recording the proceedings and thereby facilitating the record of its minutes.

BE IT FURTHER RESOLVED that per California Code 54953.5 the recording will be made available to any member of the public that requests to inspect it for thirty (30) days, whereupon after thirty days it will be destroyed pending writing recording of the minutes.

PASSED AND ADOPTED by the Board of Directors of the Crockett Community Services District at the Regular Meeting held on August 24, 2022 by the following vote:

AYES:

NOES:

ABSENT:

Luigi Barassi, President

Gaunt Murdock, General Manager

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Relevant code_Recording a Meeting

From CA Gov. Code:

54953.5. (a) Any person attending an open and public meeting of a legislative body of a local agency shall have the right to record the proceedings with an audio or video recorder or a still or motion picture camera in the absence of a reasonable finding by the legislative body of the local agency that the recording cannot continue without noise, illumination, or obstruction of view that constitutes, or would constitute, a persistent disruption of the proceedings.

(b) Any audio or video recording of an open and public meeting made for whatever purpose by or at the direction of the local agency shall be subject to inspection pursuant to the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1), but, notwithstanding Section 34090, may be erased or destroyed 30 days after the recording. Any inspection of an audio or video recording shall be provided without charge on equipment made available by the local agency.

https://ballotpedia.org/California_Open_Meeting_Act#:~:text=The%20governmental%20body%20must%20allow,the%20recordings%20after%2030%20days.

BALLOTPEDIA
SEARCH THE ENCYCLOPEDIA OF AMERICAN POLITICS

DONATE

Meeting process

Brown Act

The act prevents any public agency from collecting the names or requiring information from private individuals in attendance to a public meeting.

The governmental body must allow recording and broadcast of meetings, so long as the process of doing so is non-disruptive. They must let the public have access to any recording they took of open meetings, but the agency may destroy the recordings after 30 days.

During regular or committee meetings, the public can address a board that is subject to this act on any item in the agency's jurisdiction that the agency did not address at an earlier open meeting.

All votes must be public without secret ballots. The governmental body must give access to the public to review documents distributed to all or a majority of members of a board before or at the meeting, unless the documents are exempt under the Public Records Act.^[1]

Meetings must occur within the boundaries of the political subdivision, except under the following situations:

- when complying with state or federal law
- inspect property outside the jurisdiction of the political agency
- participating in meetings with other agencies
- if the agency in question has no meeting facility
- meeting in a facility in order to discuss that particular facility
- visiting legal counsel
- School districts have the following exemptions:
 - Collective bargaining conferences
 - Interviewing individuals outside of the district concerning a potential employment^[2]

Bagley-Keene Act

The act prevents any public agency from collecting the names or requiring information from private individuals in attendance to a public meeting.

The governmental body must allow recording and broadcast of meetings, so long as the process of doing so is non-disruptive. They must let the public have access to any recording they took of open meetings, but the agency may destroy the recordings after 30 days.

During regular or committee meetings, the public can address a board that is subject to this act on any item in the agency's jurisdiction that the agency did not address at an earlier open meeting.^[2]

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RESOLUTION

NO. 22/23-10

A RESOLUTION APPOINTING COMMISSIONER

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

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

BE IT FURTHER RESOLVED that Charles Davis, Jr. is hereby appointed to the Crockett Sanitary Commission as Commissioner for two years.

THE FOREGOING RESOLUTION was adopted at the District's Regular Meeting held in Crockett on August 24, 2022 by the following vote:

AYES:

NOES:

ABSENT:

Luigi Barassi, President

ATTEST:

Gaunt Murdock
General Manager

7C

Charles (Chuck) Davis, Jr.
464 Alhambra St.
Crockett, Ca. 04525
510-787-2671
cadavisjr@comcast.net

June 17, 2022

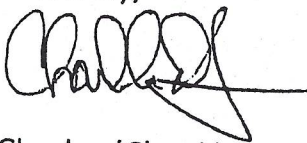
Crockett Sanitary Commission
PO Box 578
Crockett, Ca. 94525

Dear Crockett Sanitary Commission:

I am applying for the vacancy in the Sanitary Commission. I have lived in Crockett for 43 years. I was a member of the Crockett Carquinez Fire Department for 11 years. I retired from the Chevron Fire Department after 39 years. My last 3.5 years were spent training personnel in emergency response and management in Bangladesh.

I understand I am applying past the due date.

Sincerely,



Charles (Chuck) Davis, Jr.

Title

7C

**Proposed Update to District Code
Enforcement Authorities and Remedies**

CURRENT

General Enforcement

District may issue Notice of Violation pursuant to Section 1.08.010.

- Identifies the violation
- Provides a time to correct
- Demands cessation/correction of violation

If violation is not corrected:

- Disconnection (§1.08.040)
- Criminal citation (§ 1.08.060)
- Civil action to abate a nuisance through injunction (§ 1.08.050)

Recover District costs of correction (§ 1.08.090)

Remedies Cumulative

Remedies are cumulative (§ 1.08.030)

Remedies are cumulative (§ 1.14.180)

Responsible Parties

Violation may be enforced against:

- Current record parcel owner where the sewer or proposed sewer is located;

PROPOSED

Consolidate with administrative enforcement authority to issue Notice of Violation and abatement authority

No change

Consolidate with abatement authority and clarify District may recover costs and attorney's fees from legal proceedings and may bring civil action for damages

Consolidate

Expand definition of "Responsible Parties" to accommodate non-property-related violations

- Record parcel owner at the time of violation of any District requirement;
- Record parcel owner at the time of the District's discovery of violation of any District requirement;
- Person or entity entering into an owner's sewer improvement agreement relevant to the violation; and
- Person or entity signing the sewer permit or other District permit relevant to the violation (§ 1.08.100)

Right of Entry for Inspection

District may enter private property "for the purpose of inspection and maintenance" of District facilities" (1.08.020)

Inspection of private property (§ 1.14.030)

District authorized to enforce Building Sewer Infiltration & Inflow Control Ordinance (§ 1.08.110)

Delinquent Charges and Fees

District may impose late fee and interest for delinquent charges or fees not placed on tax roll (§ 1.08.080)

Consolidate overlapping provisions

Clarify District may enter property where no expectation of privacy, otherwise District will obtain permission or inspection warrant

Move to chapter with sewer-specific enforcement

No change

CURRENT

Abatement

District may issue an Order to Show Cause for hearing to issue abatement order (§ 1.14.050)

- Notice (§ 1.14.040)
- Time (§ 1.14.060)
- Hearing (§§ 1.14.140, 1.14.150)
- Two-step appeal process (§§ 1.14.140, 1.14.150)
- Proceedings for abatement by District (§ 1.14.050)

Recovery of abatement costs recover through cost account procedure (§§ 1.14.160, 1.14.170)

Judicial review of penalties and abatement orders (§§ 1.14.140, 1.14.150)

Summary abatement if violation or nuisance condition poses imminent threat to public health, welfare, or safety (§ 1.14.190)

PROPOSED

Consolidate with Chapter 1.08 provisions pertaining to "correction" of violation

Describe procedures so they are clear and efficient

Declare any violation of District Code to be public nuisance

Order to Show Cause—Specify hearing officer or method for selecting hearing officer

- Who should serve as hearing officer at OSC hearings to determine whether the District should abate a violation?
- Suggestions for consideration:
 - General Manager or their designee
 - Applicable department head or their designee
 - Applicable Commission (subject to Brown Act)
 - Board President, Commission Chair, or both
- Other considerations:
 - Hearing officer must be different from the person who issued the Notice of Violation
 - Scheduling considerations
 - Current and future officer availability when needed
 - Individuals without ability to designate another person might need a back-up officer in case of a conflict or unavailability

CURRENT

Administrative Enforcement

Notice of Violation

- Detailed procedure for issuance (§ 1.14.040)
- May include Order to Show Cause (§ 1.14.050)
- Appeal (§§ 1.14.100, 1.14.110, 1.14.130)

Initial appeal before an undefined hearing officer and a second appeal to the District Board of Directors.

Not clear that the Notice of Violation may include a penalty authorized by Section 1.14.070.

PROPOSED

Simplify procedure for issuance and allow imposition of monetary penalty with initial notice of violation

Simplify appeal process by allowing only one appeal

- Current procedures provide for two levels of appeal: An initial appeal to unidentified hearing officer and second appeal to Board of Directors.
- Updated procedures could allow one appeal to an identified staff member or their designee or other hearing officer
- **Should the District allow one or two levels of appeal?**
- **Who should serve as hearing officer at appeal hearings?**
- Suggestions for consideration:
 - General Manager or their designee
 - Applicable department head or their designee
 - Applicable Commission (subject to Brown Act)
 - Board of Directors (subject to Brown Act)
 - Board President, Commission Chair, or both
- Other considerations:
 - Hearing officer must be different from the person who issued the Notice of Violation
 - Scheduling considerations
 - Current and future officer availability when needed
 - Individuals without ability to designate another person might need a back-up officer in case of a conflict or unavailability

7d

Code recommendation:

ADU policy Guidelines—These are based on State code 65852.2 Staff recommends that District Code be modified to clearly state the following

- Requirements for exemption from charge:
 - Under 500 sq. feet
 - Built within SFR
 - Less than ½ of sq footage of parent SFR
 - Shares lateral with Parent SFR within which it resides
- An ADU is under 850 sq feet (already codified by adoption of SUC ord.)
- External entrance
- Has Kitchen(I think kitchen is already in District code)

Inspection Fee may be charged:

From 65852.22:

(2) This subdivision shall not be interpreted to prohibit the requirement of an inspection, including the imposition of a fee for that inspection, to determine if the junior accessory dwelling unit complies with applicable building standards.

7d

RESOLUTION NO. 22/23-11

**A RESOLUTION OF THE CROCKETT COMMUNITY SERVICES DISTRICT
AUTHORIZING REMOTE TELECONFERENCING MEETINGS OF THE
LEGISLATIVE BODIES OF THE CROCKETT COMMUNITY SERVICES DISTRICT
FOR THE PERIOD OF SEPTEMBER 1, 2022 THROUGH SEPTEMBER 30, 2022
UNDER GOVERNMENT CODE SECTION 54953(e) (AB 361)**

WHEREAS, the Crockett Community Services District ("District") is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, the District is an independent special district and the meetings of its legislative bodies are open and public in compliance with the legal requirements of the Ralph M. Brown Act (Government Code § 54950 - 54963); and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, the Board of Directors previously adopted Resolution Number 21/22-6 on October 27th finding that the requisite conditions exist for the legislative bodies of the District to conduct remote teleconference meetings without compliance with section 54953(b)(3); and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e) the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

WHEREAS, such conditions persist in the District, specifically, under the Proclamation of a State of Emergency by Governor Newsom on March 4, 2020, and Assembly Bill 361, which provides that under Government Code section 54953(e), a legislative body subject to the Brown Act may continue to meet using teleconference without complying with the non-emergency

teleconferencing rules in Government Code section 54953(b)(3) if a state of emergency still exists and state or local officials have recommended measures to promote social distancing; and

WHEREAS, Contra Costa County has issued health recommendations and guidelines for public safety, recommending teleconference meetings as the lowest risk of transmission for SARS-COV-2; and

WHEREAS, the Board of Directors does hereby find that a potential threat to public health and safety continues to exist, and is likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to re-ratify the proclamation of the state of emergency by the Governor of the State of California, and the guidelines set forth by Contra Costa County; and

WHEREAS, as a consequence of the emergency circumstances, the Board of Directors does hereby find that the legislative bodies of the Crockett Community Services District shall continue to conduct their meetings without compliance with section 54953(b)(3), as authorized by section 54953(e), and such legislative bodies shall comply with the requirements for the public to access the meetings as described in 54953(e)(2); and

WHEREAS, the District's regular meeting place has been established as the Crockett Community Center in Crockett by District Code Section 2.04.040, except as otherwise designated pursuant to District Resolution 1920-18; and

WHEREAS, it is the intent of the Board for it and its other legislative bodies to continue to hold meetings in order to receive information, provide direction, and make decisions on behalf of the District while still complying with social distancing requirements during the pandemic; and

WHEREAS, the District shall continue to hold all meetings subject to the Brown Act via teleconference or other electronic means, as posted on the District webpage, and as noticed on the bulletin boards located at the Crockett Community Center.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Directors of the Crockett Community Services District, that:

1. The above referenced recitals are true and correct and material to the adoption of this Declaration.
2. The Board hereby proclaims that the safety of life and property cannot be assured in the District at this time.
3. The Board will continue to recommending meeting by teleconference as authorized by Assembly Bill 361, in accordance to the provisions of Government Code section 54953(e).
4. The Staff and legislative bodies of the District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution, including conducting regular meetings of the Board, and any and all other meetings of

the Crockett Community Services District's legislative bodies that are subject to the Brown Act.

5. This Resolution shall take effect immediately and shall remain in effect until September 30, 2022, or such time that the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the Crockett Community Services District may continue to teleconference without compliance with section 54953(e)(3).

This Declaration is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the Crockett Community Services District, its departments, officers, employees, contractors, or any other person.

PASSED AND ADOPTED by the Board of Directors of the Crockett Community Services District on this 24th day of August 2022, by the following roll call votes:

AYES:

NOES:

ABSENT:

ABSTAINED:

Luigi Barassi,
Board President

ATTEST:

Gaunt Murdock,
General Manager

7e

RESOLUTION NO. 22/23-06

CROCKETT COMMUNITY SERVICES DISTRICT

**A RESOLUTION OF THE CROCKETT COMMUNITY SERVICES DISTRICT
ESTABLISHING THE DISTRICT'S APPROPRIATIONS LIMIT FOR THE
2022-23 FISCAL YEAR, AND CERTIFYING THAT FISCAL YEAR 2022-23
APPROPRIATIONS SUBJECT TO LIMITATION DO NOT EXCEED THE
APPROPRIATIONS LIMIT**

RECITALS

WHEREAS, the Crockett Community Services District was formed on July 11, 2006; and

WHEREAS, Article XIII B of the California State Constitution, adopted as Proposition 4 (the "Gann Initiative") by the voters of California on November 6, 1979, as expanded by Proposition 111, prohibits, with certain exceptions, an agency's annual Appropriations Subject to Limitation from exceeding a base year Appropriations Limit, except by a formula which adjusts the Appropriations Limit by changes in population and changes in cost-of-living; and

WHEREAS, pursuant to Government Code Section 56811, at the first district election that was held following the first full fiscal year of operation, District voters approved a fiscal year 2008-2009 Appropriations Limit of \$2,851,048; and

WHEREAS, the Appropriations Limit for fiscal year 2022-23 is calculated to be \$5,282,171), as determined by applying a percentage increase of 5% to the fiscal year 2021-22 Appropriations Limit of \$5,030,639; with such percentage increase being comprised of the 2021 change in the California per capita personal income of a 5.4% increase, as determined by the by the US Department of Commerce, and the annual change in the Contra Costa County countywide population as of January 1, 2022 showing an decrease of 0.40%as determined by the California Department of Finance; and

WHEREAS, the 2022-23 Appropriations Subject to Limitation have been determined to be \$572,905; and

WHEREAS, the documentation for the fiscal year 2022-2023 Appropriations Limit and Appropriations Subject to Limitation have been made available to the public at least fifteen days prior to the Board of Director's consideration of this resolution;

NOW, THEREFORE BE IT RESOLVED by the Crockett Community Services District, as follows:

8 b

1. The Board of Directors selects the US Dept. of Commerce Contra Costa County changes in cost-of-living and the State of California Dept. of Finance Contra Costa County countywide population change as the factor to be used in determining the fiscal year 2022-2023 Appropriations Limit.
2. The Board of Directors hereby adopts an Appropriations Limit of \$5,282,171 for fiscal year 2022-23.
3. The Board of Directors hereby certifies that the Appropriations Subject to Limitation for fiscal year 2022-2023 do not exceed the fiscal year 2022-2023 Appropriations Limit.

THE FOREGOING RESOLUTION was adopted at the District's Regular Meeting held on August 24th, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Luigi Barassi, President

ATTEST:

Gaunt Murdock,
General Manager

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May 2022

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit

California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2022, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2022-23. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2022-23 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2022.**

Please Note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

KEELY MARTIN BOSLER
Director
By:

ERIKA LI
Chief Deputy Director

Attachment

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- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2022-23 appropriation limit is:

Per Capita Personal Income	
Fiscal Year (FY)	Percentage change over prior year
2022-23	7.55

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2022-23 appropriation limit.

2022-23:

Per Capita Cost of Living Change = 7.55 percent
Population Change = -0.30 percent

Per Capita Cost of Living converted to a ratio: $\frac{7.55 + 100}{100} = 1.0755$

Population converted to a ratio: $\frac{-0.30 + 100}{100} = 0.997$

Calculation of factor for FY 2022-23: $1.0755 \times 0.997 = 1.0723$

8b

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2021 to January 1, 2022 and Total Population, January 1, 2022

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2021-2022	1-1-21	1-1-22	1-1-2022
Contra Costa				
Antioch	-0.06	115,142	115,074	115,074
Brentwood	0.18	64,224	64,342	64,342
Clayton	-0.92	10,964	10,863	10,863
Concord	-0.90	124,755	123,634	123,634
Danville	-0.05	43,373	43,352	43,352
El Cerrito	-0.08	25,671	25,650	25,650
Hercules	-1.01	26,357	26,091	26,091
Lafayette	-0.61	25,217	25,064	25,064
Martinez	-0.77	37,195	36,908	36,908
Moraga	-0.59	17,206	17,105	17,105
Oakley	2.08	43,627	44,533	44,533
Orinda	-0.09	19,496	19,478	19,478
Pinole	-1.01	18,819	18,628	18,628
Pittsburg	-0.83	75,788	75,156	75,156
Pleasant Hill	-0.90	34,335	34,026	34,026
Richmond	-0.13	114,643	114,489	114,489
San Pablo	-0.89	31,793	31,510	31,510
San Ramon	-0.48	84,226	83,820	83,820
Walnut Creek	-0.96	70,566	69,891	69,891
Unincorporated	-0.55	177,843	176,857	176,941
County Total	-0.41	1,161,240	1,156,471	1,156,555

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

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Calculation of the Fiscal Year 2022-23 Appropriations Limit:

A.	Fiscal Year 2021-22 Appropriations Limit		\$5,030,639
B.	2022 California per capita personal income change over prior year	5.40%	
C.	January 2022 Contra Costa County population change over prior year	-0.40%	
		<hr/>	
		5.0000%	
D.	Appropriations Limit change factor from 2021-22 to 2022-23(B+C+1)		1.050000
E.	Appropriations Limit for Fiscal Year 2022-23 (AxD)		\$5,282,171
	Fiscal Year 2022-23 Appropriations Subject to Limitation (from Proceeds of Taxes)		\$572,905

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Attachment B

Crockett Community Services District
 Calculation of Appropriations Subject to Limitation
 Fiscal Year 2022-23

	Crockett Recreation/Maint			Crockett/Port Costa Sanitary			Crockett CSD Total		
	Proceeds of Taxes	Non-Proceeds of Taxes	Total 2022-23	Proceeds of Taxes	Non-Proceeds of Taxes	Total 2022-23	Proceeds of Taxes	Non-Proceeds of Taxes	Total 2022-23
Fiscal Year 2022-23									
Property taxes	\$110,231		\$110,231	\$310,985		\$310,985	\$421,216	\$0	\$421,216
Recreation tax	\$136,400		\$136,400			\$0	\$136,400	\$0	\$136,400
User fees in excess of costs			\$0			\$0	\$0	\$0	\$0
Sales		\$150	\$150			\$0	\$0	\$150	\$150
Grants and loans (inc. Maint.)		\$159,380	\$159,380		\$32,226	\$32,226	\$0	\$191,606	\$191,606
Sub Total	\$246,631	\$159,530	\$406,161	\$310,985	\$32,226	\$343,211	\$557,616	\$191,756	\$749,372
Allocation of Interest	\$463	\$300	\$763	\$14,825	\$1,536	\$16,362	\$15,289	\$1,836	\$17,125
Total	\$247,094	\$159,830	\$406,924	\$325,810	\$33,762	\$359,573	\$572,905	\$193,592	\$766,497

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

This Agreement is made and entered into this 24th day of August, 2022, by and between Crockett Community Services District, ("District"), and Valley Operators, LLC ("Contractor") for the purpose of providing wastewater treatment plant operations and maintenance services at the Port Costa Wastewater Treatment Plant.

RECITALS

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

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

THE PARTIES HEREBY AGREE AS FOLLOWS:

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

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

3. TERM. The term of this Agreement shall commence on October 1, 2022 ("effective date") and extend for three (3) years to a completion date of October 1, 2025, unless this Agreement is sooner terminated as provided herein.

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

5. COMPENSATION. The District's total payments to Contractor under this Agreement shall not exceed \$172,800 for the three year term of this Agreement. The total payment amount for term of contract includes payments of \$4,600 per month plus a total yearly allowance not to exceed \$2,400.00 yearly, for incidental expenses at a rate of \$80 per hour plus materials costs.

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

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

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

9. INDEMNIFICATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

13. CONTRACTOR'S BOOKS AND RECORDS.

a. District desires that the Contractor will comply with the *record retention requirements* stipulated in the most current National Pollutant Discharge Elimination System Order (discharge permit) issued by the Regional Water Quality Control Board. As of the effective date of this Agreement, Standard Provision IV.A. of the discharge permit requires the following:

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

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

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

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

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

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

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

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

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

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

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

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

"District"

"Contractor"

Crockett Community Services District Board

Valley Operators, LLC

By: _____
Luigi Barassi, Board President

By: _____
Casey Wichert, Valley Operators, LLC

Title: Owner

Attest: _____
James Barnhill, Port Costa Sanitary
Dept. Manager

Employer ID#: 272379588

Date: _____

Date: _____

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