

CROCKETT COMMUNITY SERVICES DISTRICT

Regular Business Meeting AGENDA FOR WEDNESDAY, JULY 22, 2020

TIME: 7:00 PM

PLACE: ** TELECONFERENCE - SEE BELOW **

IMPORANT NOTICE REGARDING COVID -19 AND TELECONFERENCED MEETINGS:

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

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

HOW TO OBSERVE THE MEETING:

Telephone: Listen to the meeting live by calling Zoom at +1 669 900 9128.

Enter the Meeting ID# 197 850 938 followed by the pound (#) key.

More phone numbers can be found on Zoom's website at <https://zoom.us/u/aeON0A5qL>.

Computer: Watch the live streaming of the meeting from a computer by navigating to <https://zoom.us/j/197850938> using a computer with internet access that meets Zoom's system requirements (see <https://support.zoom.us/hc/en-us/articles/201362023-System-Requirements-for-PC-Mac-and-Linux>)

Mobile: Login through the Zoom mobile app on a smartphone and enter Meeting ID# 197 850 938.

-
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: (Public comments limited to two minutes for each person with full discussion limited to twenty minutes unless extended by Board President.)
 - a. Hearing on ordering collection of specific charges on the tax roll and recommend adoption of Resolution No. 20/21-01 for the property located at 1334 Wanda Street, Crockett.

- b. Hearing on ordering collection of specific charges on the tax roll and recommend adoption of Resolution No. 20/21-02 for the property located at 1225 Starr Street, Crockett.
 - c. Hearing on ordering collection of specific charges on the tax roll and recommend adoption of Resolution No. 20/21-03 for the property located at 42 Canyon Lake Drive, Port Costa.
6. **PRESENTATION BY THE CROCKETT IMPROVEMENT ASSOCIATION:**
Presentation on proposed ballot initiative for maintenance parcel tax to address continued bridgehead, downtown plaza, and decorative streetlight operations and maintenance currently undertaken by volunteers, discuss and formulate opinions.
7. **MANAGERS' REPORTS:** *(These items are typically for exchange of information only. No action will be taken at this time.)*
- a. Recreation Department.
 - b. Maintenance Department.
 - c. Port Costa Sanitary Department.
 - d. Crockett Sanitary Department.
 - e. Governmental matters.
 - f. Announcements and discussion.
8. **CONSENT CALENDAR:** Consideration of a motion to approve the following items:
(Items are subject to removal from Consent Calendar by request of any Board Member on request for discussion by a member of the public. Items removed from the Consent Calendar will be considered with the Administrative Items.)
- a. Approve Minutes of June 24, 2020.
 - b. Approve payment of District bills.
 - c. Receive Minutes of Commissions and Committees.
 - d. Receive Recreation Pool Park Personnel 2020 appointment list, District Code 4.04.020.
 - e. Receive Status Reports on outstanding items.
 - f. Receive follow up report on calculation of non-residential sewer use charges for FY 19/20.
9. **ADMINISTRATIVE:**
- a. Consider consent Items removed from Consent Calendar.
 - b. Ratify Executive Order closing Alexander Park to prevent uncontrolled large gatherings due to health and safety concerns, as recommended by the Recreation Commission.
 - c. Biennial Conflict of Interest Code review.
10. **BUDGET AND FINANCE:**
- a. Consider monthly Summary Worksheets and Investment Reports and staff report on financial matters.
 - b. Adopt Resolution No. 20/21-04 accepting Grant Deed from Wilson & Kratzer Mortuaries and authorizing executing Purchase & Sales Agreement to acquire real property known as the Hosselkus Chapel for \$615,000.
 - c. Adopt Resolution No. 20/21-5 authorizing execution of Installment Sale Agreement with Municipal Finance Corporation for real property acquisition of Hosselkus Chapel, 1 Rolph Park Drive, Crockett, for an approximate amount of \$647,500, and authorizing and directing

certain actions in connection with the financing and refinancing of sewer system improvements from Crockett Sanitary Department 2006 Installment Sales Agreement, estimated at \$290,843.52.

11. **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, Sutton, and Wilson
- b. Budget & Finance Committee – Members Mackenzie and Peterson
- c. Ad Hoc Committees: Strategic Planning, Property Acquisition, Staff Management
- d. Inter-agency meetings:

12. **FUTURE AGENDA ITEMS:**

Discuss role of Police Liaison Committee and how it should best serve the public (Aug).

Review and adopt ADA compliance plan.

Adopt purchasing procedures and spending limits.

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

Develop policy on proposals for new programs without established funding.

13. **BOARD COMMENTS:**

CLOSED SESSION

Closed Sessions are not open to the public

14. **PERSONNEL PUBLIC EMPLOYEE PERFORMANCE EVALUATION:**

- a. Pursuant to Government Code Section 54957 – Public Employee Performance Evaluation: General Manager.

RESUME OPEN SESSION

- b. Announcement of actions, if any, taken in closed session.

15. **ADJOURNMENT** to August 26, 2020

HOW TO SUBMIT PUBLIC COMMENTS:

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

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

Comments received after the close of the public comment period will be added to the record after the meeting.

You will find the Minutes of this meeting posted on our website at 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.

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

In accordance with California Government Code Section 54957.5, any writing or document that is a public record, relates to an open session agenda item, and is distributed less than 72 hours prior to a regular meeting will be made available for public inspection. The Board has designated the District's website located at <https://www.town.crockett.ca.us/meetings> as the place for making those public records available for inspection. The documents may also be obtained by calling the District Manager. at the Crockett Community Services District Office in Crockett. If, however, the document or writing is not distributed until the regular meeting to which it relates, then the document or writing will be made available to the public at the location of the meeting, as listed on this agenda. The office address is 850 Pomona Street, Crockett, California 94525.

RESOLUTION

NO. 20/21-01

**A RESOLUTION ORDERING COLLECTION OF SPECIFIC CHARGES
ON THE TAX ROLL**

WHEREAS, the Crockett Community Services District has entered into an Access and Repair Agreement on January 17, 2019 with the property owner of 1334 Wanda Street, Crockett, APN 354-124-006 to correct the defective lateral on the property; and

WHEREAS, a contractor replaced the entire sewer lateral correcting the deficiencies of the building sewer on January 17, 2019; and

WHEREAS, the owner agreed to be responsible for all costs incurred by the District to repair or replace the property lateral; and

WHEREAS, the District paid the contractor \$7,690.00 on February 7, 2019; and

WHEREAS, the Local Agency Investment Fund (LAIF) interest rate on June 30, 2020 was 1.36%; and

WHEREAS, the District is allowed to place an installment amount on the tax roll representing one-third of the full amount due, plus an interest amount equivalent to 1.5% more than the interest the District receives on its LAIF accounts for the quarter ending June 30, on each of the next three annual property tax rolls beginning with fiscal year 2019-2020; and

WHEREAS, the owner was assessed the first installment amount of \$2,760.96 on Resolution No. 19/20-04 adopted July 24, 2019.

NOW, THEREFORE, BE IT RESOLVED that the General Manager is hereby instructed that the second installment amount of **\$2,709.96** associated with this Access and Repair Agreement be assessed against this property (APN 354-124-006) as a surcharge on sewer service charges and collected on the 2020/2021 tax roll.

THE FOREGOING RESOLUTION was adopted at the District's Regular Meeting held on July 22, 2020 by the following vote:

AYES:

NOES:

ABSENT:

Michael Kirker, President

ATTEST:

Dale McDonald
District Secretary

CROCKETT COMMUNITY SERVICES DISTRICT

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

July 15, 2020

Susan Purcell
2523 Patra Drive
El Sobrante, CA 94803

INSTALLMENT NOTICE

1334 Wanda Street, Crockett
APN 354-124-006

As agreed to by the Access and Repair Agreement between you and the Crockett Community Services District January 17, 2019 for the replacement of your building sewer lateral, the District will place the second of three installment amounts of **\$2,709.96** on the upcoming 2020/2021 tax roll.

The amount represents one-third of the full amount due from the recent sewer lateral replacement, plus an interest amount equivalent to 1.5% more than the District received on its LAIF accounts for the quarter ending June 30.

\$5,126.67	Balance carried forward (original amount \$7,690.00).
\$2,563.34	Second installment
<u>\$ 146.62</u>	Interest rate 2.86% on balance
\$2,709.96	Amount for FY 2020/2021 tax year

As a formality, the Crockett Community Services District Board will consider this matter at an administrative public hearing on July 22, 2020. You are not required to attend. If you have any questions, please do not hesitate to call.

Sincerely,



Dale McDonald
General Manager

RESOLUTION

NO. 20/21-02

**A RESOLUTION ORDERING COLLECTION OF SPECIFIC CHARGES
ON THE TAX ROLL**

WHEREAS, the Crockett Community Services District has entered into an Access and Repair Agreement on April 10, 2018 with the property owner of 1225 Starr Street, Crockett, APN 354-125-002 to correct the defective lateral on the property; and

WHEREAS, a contractor replaced the entire sewer lateral correcting the deficiencies of the building sewer on April 20, 2018; and

WHEREAS, the owner agreed to be responsible for all costs incurred by the District to repair or replace the property lateral; and

WHEREAS, the District paid the contractor \$400.00 on April 6, 2018 and \$6,075 on May 4, 2018; and

WHEREAS, the Local Agency Investment Fund (LAIF) interest rate on June 30, 2020 was 1.36%; and

WHEREAS, the District is allowed to place an installment amount on the tax roll representing one-third of the full amount due, plus an interest amount equivalent to 1.5% more than the interest the District receives on its LAIF accounts for the quarter ending June 30, on each of the next three annual property tax rolls beginning with fiscal year 2018-2019; and

WHEREAS, the owner was assessed the first installment amount of \$2,378.48 on Resolution No. 18/19-04 adopted July 25, 2018; and

WHEREAS, the owner was assessed the second installment amount of \$2,269.26 on Resolution No. 19/20-03 adopted July 24, 2019.

NOW, THEREFORE, BE IT RESOLVED that the General Manager is hereby instructed that the third and final installment amount of **\$2,220.06** associated with this Access and Repair Agreement be assessed against this property (APN 354-125-002) as a surcharge on sewer service charges and collected on the 2020/2021 tax roll.

THE FOREGOING RESOLUTION was adopted at the District's Regular Meeting held on July 22, 2020 by the following vote:

AYES:

NOES:

ABSENT:

Michael Kirker, President

ATTEST:

Dale McDonald, District Secretary

CROCKETT COMMUNITY SERVICES DISTRICT

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

July 15, 2020

Rhonda Porter
1225 Starr Street
Crockett, CA 94525

INSTALLMENT NOTICE

1225 Starr Street, Crockett
APN 354-125-002

As agreed to by the Access and Repair Agreement between you and the Crockett Community Services District April 10, 2018 for the repair of defective sewer lateral, the District will place the third and final installment amount of **\$2,220.06** on the upcoming 2020/2021 tax roll.

The amount represents one-third of the full amount due from the sewer lateral repair completed, plus an interest amount on the balance equivalent to 1.5% more than the District received on its LAIF accounts for the quarter ending June 30.

\$2,158.34	Balance carried forward (original amount \$6,475.00)
\$2,158.34	Third and final installment
<u>\$ 61.72</u>	Interest rate 2.86% on balance
\$2,220.06	Amount for FY 2020/2021 tax year

As a formality, the Crockett Community Services District Board will consider this matter at an administrative public hearing on July 22, 2020. You are not required to attend. If you have any questions, please do not hesitate to call.

Sincerely,



Dale McDonald
General Manager

RESOLUTION

NO. 20/21-03

**A RESOLUTION ORDERING COLLECTION OF SPECIFIC CHARGES
ON THE TAX ROLL**

WHEREAS, the Crockett Community Services District has entered into an Access and Repair Agreement on April 9, 2019 with the property owner of 42 Canyon Lake Drive, Port Costa, APN 368-145-008 to correct the defective lateral on the property; and

WHEREAS, a contractor replaced the entire sewer lateral correcting the deficiencies of the building sewer on April 16, 2019; and

WHEREAS, the owner agreed to be responsible for all costs incurred by the District to repair or replace the property lateral; and

WHEREAS, the District paid the contractor \$6,400.00 on May 6, 2019; and

WHEREAS, the Local Agency Investment Fund (LAIF) interest rate on June 30, 2020 was 1.36%; and

WHEREAS, the District is allowed to place an installment amount on the tax roll representing one-third of the full amount due, plus an interest amount equivalent to 1.5% more than the interest the District receives on its LAIF accounts for the quarter ending June 30, on each of the next three annual property tax rolls beginning with fiscal year 2019-2020; and

WHEREAS, the owner was assessed the first installment amount of \$2,297.80 on Resolution No. 19/20-05 adopted July 24, 2019.

NOW, THEREFORE, BE IT RESOLVED that the General Manager is hereby instructed that the second installment amount of **\$2,255.36** associated with this Access and Repair Agreement be assessed against this property (APN 368-145-008) as a surcharge on sewer service charges and collected on the 2020/2021 tax roll.

THE FOREGOING RESOLUTION was adopted at the District's Regular Meeting held on July 22, 2020 by the following vote:

AYES:

NOES:

ABSENT:

Michael Kirker, President

ATTEST:

Dale McDonald
District Secretary

CROCKETT COMMUNITY SERVICES DISTRICT

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

July 15, 2020

Michele Forde
P.O. Box 81
Port Costa, CA 94569

INSTALLMENT NOTICE

42 Canyon Lake Drive, Port Costa
APN 368-145-008

As agreed to by the Access and Repair Agreement between you and the Crockett Community Services District April 9, 2019 for the replacement of your building sewer lateral, the District will place the second of three installment amounts of **\$2,255.36** on the upcoming 2020/2021 tax roll.

The amount represents one-third of the full amount due from the recent sewer lateral replacement, plus an interest amount equivalent to 1.5% more than the District received on its LAIF accounts for the quarter ending June 30.

\$4,266.67	Balance carried forward (original amount \$6,400.00)
\$2,133.33	Second installment
<u>\$ 122.03</u>	Interest rate 2.86% on balance
\$2,255.36	Amount for FY 2020/2021 tax year

As a formality, the Crockett Community Services District Board will consider this matter at an administrative public hearing on July 22, 2020. You are not required to attend. If you have any questions, please do not hesitate to call.

Sincerely,



Dale McDonald
General Manager

Crockett Maintenance Parcel Tax

July 22, 2020

Crockett Community Services District
Board Meeting
CIA Subcommittee Presentation

Overview

- CCSD has many civic assets that lack funding for maintenance & protection
- Lighting and Landscaping maintenance activities
 - Are within the authorized CCSD powers
 - Have been undertaken in Crockett (not Port Costa) by volunteers in support of the CCSD
- It is now time that assets of the CCSD be maintained by the district with the support of property owners
- We see this proposal to be in Crockett's best interest

Overview continued

- Proposing a lighting and landscaping maintenance tax on Crockett properties
 - Fund important maintenance activities in the CCSD
- Requires voter approval
- Planning for **2021** off year election by Contra Costa county
- Seeking board and general manager support prior to CCF grant application
 - Looking for a discussion
 - Identify any issues and understand them clearly
 - A step in the development of a ballot measure
- CIA will request a CCF grant to fund the ballot measure
 - Application due September 30, 2020

Need for a maintenance parcel tax

- Volunteer base in Crockett has dropped significantly and is expected to continue dropping
 - CIA Membership is aging and membership is dropping
 - Crockett's population make up has changed over time
- Crockett Community Foundation support for maintenance will be reduced
 - Revenue will be drastically reduced when cogen payments stop in 2025
 - CCF will be less likely to fund maintenance items like street light repairs & replacements
 - Alternative funding needed to keep them from going dark
 - CCF is not highly supportive of funding maintenance activity
- CCSD Insurance to be reapportioned by risk
 - Lighting and landscape maintenance portion will be unfunded

Need for a maintenance parcel tax

- Maintenance done by volunteers is still needed in the town
 - Maintain lighting and landscaped areas within CCSD boundaries
- Does not eliminate the need or benefit of volunteer maintenance efforts
 - CIA sponsored Town Clean Ups will continue
- A parcel tax provides a funding mechanism to pay for non-volunteer activities
 - Outside contractors
 - Employees
 - Materials and equipment
 - Insurance
- Future activities will be dumped on the CCSD by county or state
 - No doubt they'll be unfunded (e.g. stormwater, street sweeping)
- At some point in time the CCSD will likely need an increased maintenance funding mechanism or asset conditions will degrade

Maintenance Scope in Current Proposal

- Lighting and landscape activities in Crockett
- Downtown street light repairs & replacement along Pomona St. and 2nd Ave.
- Plaza
 - Sweeping, litter pick up, graffiti removal (needs are higher when students are present)
 - Repairs - water feature, sprinklers, fencing, benches, tables, lighting
 - Insurance - district is moving to allocate cost based on insurance premium risk drivers
- Fencing along Pomona street, Alexander Park, Community Center
 - - periodic repairs and painting
- Pruning and replacement of Crockett's street trees
- Bridgehead landscaping maintenance
 - Mowing and weed whacking to manage appearance and control fire fuel load
 - Periodic pruning of trees and shrubs
 - Litter pick up on Wanda bypass, bridgehead parking area, and general bridgehead

Cost basis

See cost estimate workbook for details. Summary below.

- Crockett residential & mixed use parcels only (1156 parcels)
- CCSD 'Maintenance Attendant' for litter pick up as done in Alexander Park
- Bridgehead mowing & weed whacking costs based on TerraCare rates
- Administrative costs, inflation, contingency, office space included
 - 20% contingency
 - 5% inflation annually
- 5 year proposal - renewal by ballot measure needed to continue
- Renewal ballot measure costs included

Cost per parcel of \$31 tentatively proposed

Recent Development in ballot measure hurdles

- Government entity initiated parcel tax measure requires $\frac{2}{3}$ majority to pass
 - This was the initial plan
- Recent information that a community grass roots initiated parcel tax measure would only require a simple 50% majority
 - Lower hurdle is attractive in increasing chance of passing a measure
 - This would increase the effort required by the CIA volunteers in moving a measure forward
 - Use of a consultant to navigate the process has been recommended
 - Collecting initiative signatures would overlap with community consensus building

Items that are not in scope

- Other litter pick up done by volunteers or outside of CCSD boundaries
 - Carquinez Scenic Drive
 - Crockett Boulevard
 - Vista Del Rio (west end)
 - CIA Town Clean Ups
 - Various regular litter pick up by volunteers within CCSD boundaries
- Plaza landscape care done by CIA
 - Pruning, weeding
 - Seasonal planting

Do you support this proposed measure?

- Would you vote for it?
- If not what are the issues?
- Concerns?
- Suggestions?

Table 1

Parcel Tax 2020- Crockett										
	Draft CCSD Board Mtg 7/22/2020	Date: 7/16/20								
			# of Hours							
General Description	Detailed Description	Weekly	Monthly	Annually		Fully Burdened Hourly Rate	Total Labor Cost	Expenses	Total Labor & Expenses	Comments
Street Lights				10		\$35.00	\$350.00	\$4,000.00	\$4,350	The 10 hours is to oversee a contractor and make sure the lights are working. 7/15/20 adjusted this from an initial estimate of \$50/hr to \$35/hr based on D. McDonald information
Bridgehead:	Wanda Bypass litter pickup		3	36		\$16.00	\$576.00	\$0.00	\$576	This represents the person currently cleaning up the litter. \$16/hr based on current CSD 'Maintenance Attendant' pay rate. 2019-2020
	Mowing			24		\$35.00	\$840.00	\$0.00	\$840	3 times/year - \$30/hr based on current CSD cost for TerraCare
	Weeding/whacking			24		\$35.00	\$840.00	\$0.00	\$840	\$30/hr based on current CSD TerraCare cost
	Pruning/invasive weeds			50		\$35.00	\$1,750.00	\$0.00	\$1,750	9 months out of the year. \$30/hr based on current CSD TerraCare cost
	Litter pickup for area other than Wanda Bypass	3	13	156		\$16.00	\$2,496.00	\$0.00	\$2,496	Includes parking lot. \$16/hr based on current CSD 'Maintenance Attendant' pay rate 2019/2020
	Consumeable supplies							\$150.00	\$150	
	Equipment -mowers, weed whackers, etc							\$200.00	\$200	Strategy could be to ask CCF for this
				290	Bridgehead Total		\$6,502.00	\$350.00	\$6,852	Question- Does Terracare do litter pickup? WOuld we need someone else to do this? Kent said we are not required to maintain the Bridgehead, no one is.
Fencing	Repairs, painting, etc.						\$0.00	\$500.00	\$500	The fencing is mostly around the recreation areas.
Downtown Plaza:	Litter, sweeping, washing, checking for graffiti & dealing with it	5	21.7	260		\$16.00	\$4,160.00	\$0.00	\$4,160	Pruning/planting will continue to be done by CIA volunteers. Based on a CSD 'Maintenance Attendant' pay rate of \$16/hr 2019/2020.
	Repairs; e.g., water leaks						\$1,000.00	\$500.00	\$1,500	
	Insurance									
	Liability (Plaza & Bridgehead)			6785				\$6,785.00	\$6,785	7/15/20 info from D. McDonald, expect 3-5% inflation

	Property			530			\$636.00	\$636	7/15/20 info from D. McDonald, expect 20% increase in 2021 due to fire impacts on the insurance market. Cost is increased by the 20% for this estimate since tax would not start until 2021 at the earliest.
				Downtown Plaza Total			\$5,160.00	\$7,921.00	\$13,081
	O&M TOTAL \$ before Admin Expenses			560			\$12,012.00	\$12,771.00	\$24,783
							# of parcels	1,156.00	They include any parcel where someone can live (SFR, APT, or Condominium). Mixed use examples are parcels where there is a shop on the ground floor and apartments upstairs as well. Updated # from D. McDonald 7/15/20
	Admin Expenses including Time & Overhead for District Employee to Administer							\$1,400	Dale's 2019 admin costs for Maintenance for Bridgehead and Dog park were \$118 and \$56. Very conservatively including budgeting activities and cutting checks (\$5 each) the \$1400 amount is proposed. Dale did not expect any significant increase in insurance cost since the Bridgehead and Plaza are already insured.
	Office Space Cost							\$1,200	\$1,200 annually with existing staff and contracting out maintenance work, use of approximately 100 sq. ft. of space for office files and garage space. \$4,000 if full-time employee is hired with a total of 250 sq. ft. allocated to the maintenance department for office and garage space. 7/15/20 info from D. McDonald
	Contingency, percent of O&M	20.00%						\$4,957	
	Tax Roll							\$1,135	County bills annually to place assessments on the property tax roll. Based on \$250 flat fee plus .76 per parcel, that would be \$1,129 annually. Figure just under \$1 per residential parcel.
	Next Ballot Measure costs							\$2,500	Guess, need to contact county election department. Mail in ballot will be the most expensive option. 7/15/20 D. McDonald info: I do not have this estimate, contact the County Elections Department as they should be able to assist. I do know the cost to place items a ballot are shared by everyone on the ballot, board seats and initiatives, and the cost will be lower for a general election than that of a mailed in ballot. It cost the District \$2,257 for our share of the November 2018 publication costs when we have our Board seat election.
							Total	\$32,340	


									# of parcels	1135	1135 residential parcels. Parcels could be expanded to include non residential but might meet opposition from businesses and impact donations from donors such as C&H.
									\$ per parcel	\$28	If the measure has a sunset clause then it can be structured to have cost of living indexed increases. For demonstration purposes an inflation impact is calculated below. There are various ways to handle allowances for inflation and we believe inflation impacts should be included in the measure.
Scaling up for cost inflation											
	Inflation rate		5.00%						year 1	\$32,340	The upper end of most expected inflation expectations from D. McDonald is 5%.
									year 2	\$33,957	
									year 3	\$35,654	
									year 4	\$37,437	
									year 5	\$39,309	
									Total	\$178,697	
									average	\$35,739	
									\$ per parcel	\$31	
Full Time District Employee											
				Hourly	Annual Hours						
	Wages	\$56,160.00	\$27.00	2080							
	Medical Insurance	\$9,600.00									
	Taxes & Workmans Comp	\$5,500.00									
	Subtotal	\$71,260.00	\$34.26	2080							
	7/15/20 Dale McDonald estimated FTE for maintenance would be in a pay range of \$22-27/hr plus Med, Tax & WC. Expect 3-5% annual increase.										
All Items Below This Line are Intentionally Not Included in the Parcel Tax Calculation											
	Crockett Blvd:	Illegal dumping & litter cleanup (currently done by Kent Peterson as part of Adopt a Road Program)		2	24		\$16.00	\$384.00	\$0.00	\$384.00	
		Illegal dumping & litter cleanup (currently done by Scott Bartlebaugh as part of Adopt a Road Program)		4	48		\$16.00	\$768.00	\$0.00	\$768.00	

					72	Crockett Blvd Total		\$1,152.00	\$0.00	\$1,152.00	Does Terracare do litter pickup? How would they dispose of the illegally dumped items? Kent said all of the dump areas are outside of the District boundaries. Need a different solution. For now need to rely on volunteers.
	Miscellaneous Streets in Crockett:	Trash, Talk & Walk (as part of Adopt a Road Program)		5	60		\$16.00	\$960.00	\$0.00	\$960.00	Continue this as a CIA Adopt a Road effort? Could be a contractor or a Services District employee? Use donation \$ if necessary?
		Litter cleanup currently done by Peter Craig	5	22	260		\$16.00	\$4,160.00	\$0.00	\$4,160.00	Leave this to volunteer effort? Use donation \$ if necessary?
		Litter cleanup currently done by Chris Goehe	3	13	156		\$16.00	\$2,496.00	\$0.00	\$2,496.00	Leave this to volunteer effort? Use donation \$ if necessary?
		Illegal dumping & litter cleanup currently done by Sonja & Michael New	16	69	832		\$16.00	\$13,312.00	\$0.00	\$13,312.00	Includes items picked up that were tossed over the roadside. All of Carquinez Scenic is outside the District boundaries/
					1308	Miscellaneous Streets in Crockett Total		\$20,928.00	\$0.00	\$20,928.00	

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

TO: Board of Directors
FROM: General Manager 
SUBJECT: Crockett Sanitary Department Managers Report
DATE: July 18, 2020

The Crockett Sanitary Department Managers Report highlights items of interest that occurred between June 10, 2020 and July 18, 2020. The District offices remains closed to the public due to Coronavirus (COVID-19) orders. Social distancing and other safe practices recommended by the CDC and County Health Officer are being followed. The Crockett Sanitary Commission did not meet in July as no pressing action items needed to be addressed.

Operation and Maintenance

- There was no Sanitary Sewer Overflows (SSOs) reported in June. There was one Category 3 SSO on July 14, a 50-gallon spill caused by root blockage on Kendall sewer.
- Staff responded to two additional incidents since last month's report; lateral backup on Rolph Park Drive and power-outage at the Loring Pump Station.
- Lateral inspections continue to be performed when properties are up for sale as required by Ordinance No. 07-1 along with associated construction permits.
- Groundwater from PG&E construction site on Port Street high in cyanide, seeking guidance from Tanya Akkerman, C&H Environmental Compliance Manager, before authorization is given for discharge holding tank(s) into sewer.
- Two quotes to repair chain link fence at EQ tank yard received, anticipate repair by Tri-City Fence Company for \$2,439.

Capital Improvements / Projects

- Emergency temporary bypass for damaged sewer V-00-06 to V-00-05 at Port and Wanda intersection installed on June 22. PG&E discovered failing sewer during excavation of their gas transmission line which is below our sewer. Total cost excluding staff and construction management was \$9,580.64.
- Emergency Project C-1018 to slip-line 100' of 18" VCP sewer at V-00-06 to V-00-05 was executed with APB Engineering. After PG&E replaced their gas transmission line sewer work was completed on July 7 and July 8. Total cost of project excluding staff and construction management was \$32,546.09.

Administrative/Financial:

- Subscription for annual ICOM software use for period May 1, 2020 to April 30, 2021 was renewed for \$12,000. Software required by Sewer System Management Plan (SSMP).

- Semi-annual payment made to City National Bank for 2006 Installment Loan for sewer project in the amount of \$27,651.07.
- V.W. Housen received flow data and has begun simple hydraulic model of collection systems. Invoice for work thru June 30, 2020 was \$13,148, was budgeted, and will be applied to FY 19/20 as accrual audit adjustment.
- Requested and received final Cogen pump data and calculated SUC for FY 20/21, new contact Thane Jennings, P.E. replaced Chris Sargent.
- General Manager McDonald spent 32% of his time towards Crockett Sanitary Department operations and 4% on Capital Projects in June. The rest of his time was spent on District business 31%, Recreation 15%, Port Costa 12%, Maintenance 1%, and Hosselkus Chapel 5%. He worked a total of 178 hours in April with no overtime.
- Assistant Sanitary Department Manager Barnhill spent 88% of his time towards Crockett Sanitary Department operation and 1% on Capital Flow and Capital Sewer projects in June. The rest of his time, 11%, was spent on Port Costa business. He worked a total of 179 hours in May, including 1 hours of exempt overtime.

CROCKETT COMMUNITY SERVICES DISTRICT

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

MINUTES OF REGULAR MEETING, JUNE 24, 2020

1. CALL TO ORDER: The meeting was called to order at 7:02 PM by President Kirker. Present were Board Members Barassi, Mackenzie, Peterson and Sutton, along with General Manager McDonald, Recreation Department Manager Wilson and Assistant Secretary Witschi. Also present were Sanitary Commissioners Scheer and Wais. Port Costa Sanitary Manager Barnhill was absent.
2. AGENDA ORDER: There were no requests to hear agenda items out of order. Mr. McDonald reported there are no members of the public present.
3. PUBLIC COMMENTS: None
4. REPORTS FROM COMMISSIONERS: None
- 5.a. PUBLIC HEARING: A new rate schedule contained in Ordinance No. 20-2 is being considered for adoption. Resolution No. 19/20-28 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. McDonald 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. A motion to waive reading of the Ordinance carried unanimously (jm/es).

Director Kirker 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 Kirker closed the hearing. Mr. McDonald announced that a majority protest did not exist. Director Peterson said he has a couple of issues with the ordinance. He said there is at the top of page 4 a Junior Accessory Dwelling unit (JADU). He has no idea what this is. Mr. McDonald said the definition of the ADU and JADU was put into the ordinance because there are so many properties beginning to convert their basements or garages that there was a concern on leaving this out. Capacity charges for ADUs and JADUs are not considered nor imposed due to state law. A JADU is 500 square feet or smaller and must be within the existing footprint of an SFR. Director Peterson said we still need a definition of a JADU. Director Kirker said he would recommend that we standardize that term at our District, so it is on file. Director Mackenzie said are we going to start make special exceptions and define things like a fire department, etc. in our ordinances as well. Director Barassi said state legislature has defined JADU and the County has jurisdiction over permitting and construction, we can just reference their definition. Mr. Peterson asked for more details on the calculation methodology used when setting the non-residential sewer use charges, he noticed the rate for each 100 cubic feet of water consumption in excess of the 5433 cubic feet did not match what he was expecting when using the Use Factor mentioned in the sewer use charge study report.

A motion to adopt Ordinance 20-2 determining charges and Resolution No. 19/20-28 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, carried unanimously (kp/es). Staff to report on non-residential and mixed-use account calculations at next month's meeting.

5.b. PUBLIC HEARING: A new rate schedule contained in Ordinance No. 20-3 is being considered for adoption. Resolution No. 19/20-29 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. McDonald presented the Dept. Manager's report justifying the proposed user charges for Port Costa. He said there have been a few questions by Port Costa resident but no follow-up written protests to the rate increase had been received. A motion to waive reading of the Ordinance carried unanimously (lb/es).

Director Kirker 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 Kirker closed the hearing. Mr. McDonald announced that a majority protest did not exist. A motion to adopt Ordinance 20-3 determining charges and Resolution No. 19/20-29 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, carried unanimously (es/jm).

5.c. PUBLIC HEARING: Director Kirker opened the public hearing for the purpose of taking public comments on the proposed budget for FY 2020/21. Mr. McDonald reported that all Commissions have approved their budgets. Having heard all who wished to speak on this subject, Director Kirker closed the hearing. A motion to approve Resolution No. 19/20-29 adopting budget for FY 2020/21 carried unanimously (es/lb).

6. REPORT OF DISTRICT COUNSEL: None

7.a. RECREATION DEPT. REPORT: The Board had received the Minutes of May 4. Mr. Wilson reported the pool opened on June 22. The county has allowed 46 people to use the pool at any one time. He is following the CDC guidelines on social distancing, use of protective equipment, and disinfecting. The landscapers drove their lawnmower in the Gazebo and damaged one of the posts.

7.b. MAINTENANCE DEPARTMENT: No report.

7.c. PORT COSTA SANITARY DEPT.: The Board had received the Minutes of May 13. Mr. McDonald reported Karen Klaiber will be appointed to fill the vacancy on the Port Costa Commission. He said the Port Costa Commission has asked for a long-term planning session to address the operational concerns raised in Mr. Barnhill's letter. Commissioner List said when John Mann was on the Port Costa Sanitary Commission, he asked me a question about the generator and asked for my opinion on the other engineer's assessment that it was wet stacking. Commissioner List said has dealt with diesel equipment his entire career and he took an oil sample and it showed normal wear for a machine that was not broken in. What he saw was a brand-new piece of equipment and any abnormalities showing was there was because it wasn't being used. Director Kirker said he needs to assess the equipment and due

diligence. Director Barassi said he thinks Port Costa Sanitary Commission should meet and discuss Mr. Barnhill's letter. Director Sutton said she believes the Port Costa Sanitary Commission should handle all the issues in the letter, if it is done in a timely manner. Director Kirker would like to get updates after the meeting happens. McDonald reported Water Circulation Pump #3 needs to be replaced.

7.d. CROCKETT SANITARY DEPT.: The Board had received the Minutes of May 20. Mr. McDonald presented the written manager's report. In the report he highlighted that PG&E requested a discharge permit for discharging groundwater from a dig site for a job on Port Street has been received. He is still waiting on the fourth installment payment from C&H Sugar for FY 2019/20 sewer use charge fees, which were due by June 15.

7.e. STAFF REPORT ON GOVERNMENTAL MATTERS: Mr. McDonald reported a notice from Cal/OSHA guidelines for COVID-19 and the mandatory requirement to update the District's Illness and Prevention Plan. Director Barassi said the costs are increasing for legal fees. He said we should adopt by reference and revise every two years. Also, there are two seats up for election on the Crockett Community Services District Board, the filing period is from July 13 to August 7, 2020 through the County Elections Department.

7.f. STAFF ANNOUNCEMENTS: Mr. McDonald reported State Compensation Fund will reimburse up to \$10K for COVID-19 related expenses such as masks, disinfectants, etc. Recoverable labor costs and loss of revenue may be possible through FEMA's Public Assistance (PA) CAT B – Emergency Protective Measures but right now special district's do not qualify as a direct recipient.

8. CONSENT CALENDAR: Director Peterson asked that Items 8.a. and 8.d. be removed from the consent calendar for further discussion. The following items were approved unanimously (kp/lb):

- b. Approve payment of District bills (warrants Rec.8693-8734; PCSan, 1226-1232; CVSan 6148-6171; Maintenance 427).
- c. Receive Minutes of Commissions and Committees.
- e. Approve cost allocation rates for FY 2020/21.
- f. Approve cost of services – billable rates effective July 1, 2020.

9.a. ITEMS REMOVED FROM CONSENT CALENDAR: Director Peterson asked that Items 8.a. and 8.d. be removed from the consent calendar.

Item 8.a. Approve Minutes of May 27, 2020 – Director Peterson said on page 4, Item 11.c.the Ad Hoc committee needs to be identified as the Strategic Planning Committee

Item 8.d. Receive Catalog of Information Systems used by the District (Gov. Code Sec. 6270.5) – Director Peterson said the title of the document is different than what the agenda has. Staff will change the title of the document to read Crockett Community Services District - Catalog of Information Systems District Data and Public Accountability.

A motion to approve Items 8.a. and 8.d. as amended carried unanimously (kp/lb).

9.b. DEBT MANAGEMENT POLICY: Mr. McDonald said this policy was initiated in part by looking into the Municipal Finance Corp loan requirements as well as any other public debt that would be incurred in the future. The District is required to have a debt management

policy and the district does not have one. Municipal Finance Corp provided this template to staff. Director Peterson said the resolution looks good except for the title. He asked that the words "establishing a" be added after District in the title. A motion to approve Resolution No. 19/20-31, as amended, adopting Debt Management Policy carried unanimously (lb/jm).

9.c. APPOINT PORT COSTA COMMISSIONER: A motion to approve Resolution No. 19/20-33 appointing Karen Klaiber to the Port Costa Commission as Commissioner carried unanimously (lb/jm).

9.d. NEEDS ASSESSMENT FOR HOSSELKUS CHAPEL: Mr. McDonald reported staff is waiting for the loan information sheet from Municipal Finance Corporation, which will be provided to Carriage Services along with offer price adjusted for asbestos and termite mitigation. Cost of drywall is about \$25K which needs to be replaced. CEQA Notice of Exemption Form B and Preliminary Exemption Assessment Form A filing was delayed due to the closure of the Clerk-Recorder's office. The forms along with payment were mailed for recording but returned as the clerk required two separate checks for payment. The issue on authorizing execution of the Purchase & Sales Agreement will be considered at the next July 22 Board meeting. A Needs Assessment has been completed for the Crockett Sanitary Commission and was shared with the Board.

10.a. FINANCIAL REPORT: The monthly statements of District finances and reports on investments were examined by the Board. Mr. McDonald reported parking tickets are not being written in Crockett and therefore no income is being generated for the Police Liaison Committee (PLC) under the Recreation Department. There is a \$25.00 service charge each month for Clancy Services to run the PLC report. Director Peterson asked if Port Costa Sanitary Department will get through to December with a fund balance of \$102K. Mr. McDonald said they will get by, on average expenses are about \$10K a month.

10.b. REALLOCATING CAPITAL FUNDS: Mr. McDonald said the Crockett Recreation Department's unrestricted operations and maintenance fund will be depleted by the end of 2020 due in part to the impact COVID-19. A motion to approve Resolution No. 19/20-27 reallocating \$80,000 from the Crockett Recreation Department's restricted capital fund to its unrestricted operations and maintenance fund for the FY 2019/20 carried unanimously (es/lb).

10.c. APPROPRIATIONS LIMIT: A motion to approve Resolution No. 19/20-32 adopting revised Appropriations Limit for FY 2020/21, and certifying that FY 2020/21 appropriations subject to limitation do not exceed the appropriations limit carried unanimously (kp/es).

11.a. PERSONNEL COMMITTEE REPORT: None

11.b. BUDGET & FINANCE COMMITTEE REPORT: The Board had received the Minutes of June 15.

11.c. AD HOC COMMITTEE REPORTS: None.

11.d. INTER-AGENCY MEETINGS: Mr. McDonald reported he met with the Bay Area Clean Water Agency. He has another meeting tomorrow regarding employment conditions in the industry as well as COVID-19 issues.

12. FUTURE AGENDA ITEMS:

- General Manager Performance Evaluation (July).
- Consider proposed maintenance parcel tax including plaza insurance from the Crockett Improvement Association (July).
- Consider report on Long-Term Planning session for Port Costa (July/Aug).
- Consider policy on delegating authority to commissions (August).
- Discuss role of Police Liaison Committee and how it should best serve the public (August).
- Review and adopt ADA compliance plan.
- Adopt purchasing procedures and spending limits.
- Adopt policy for use of private devices and e-accounts.
- Develop policy on proposals for new programs without established funding.

13. BOARD COMMENTS: None

14. ADJOURNMENT: The meeting was adjourned at 8:57 PM until July 22, 2020.

Respectfully submitted,



Susan Witschi
July 10, 2020

CROCKETT COMMUNITY SERVICES DISTRICT
Crockett Community Services District
Auditor's Date: 7/20/20 Fund: 324100 Account : 0830

Date	Name	Memo	Credit	Num
FUND 3241 - RECREATION				
07/20/2020	ANDREW B. TAW	Payroll July 1-15	296.73	8772
07/20/2020	ARIEL I. FISCHER	Payroll July 1-15	345.68	8773
07/20/2020	ASHER H. LABINSKI	Payroll July 1-15	321.75	8774
07/20/2020	CASSANDRA D. CONTRE...	Payroll July 1-15	278.43	8775
07/20/2020	DAMIAN A. FISCHER	Payroll July 1-15	324.27	8776
07/20/2020	GABRIEL J. OSTI	Payroll July 1-15	358.88	8777
07/20/2020	HARIKESH SHRI-SHASHIT...	Payroll July 1-15	483.83	8778
07/20/2020	JOCELYN M. OSTI	Payroll July 1-15	470.24	8779
07/20/2020	JUSTIN T. CROW	Payroll July 1-15	378.35	8780
07/20/2020	LINDSAY A. BARRELLA	Payroll July 1-15	403.80	8781
07/20/2020	MADELINE H. LEVEQUE	Payroll July 1-15	461.80	8782
07/20/2020	MADISON A. KOZIER	Payroll July 1-15	369.40	8783
07/20/2020	MONICA A. MUNOZ	Payroll July 1-15	639.37	8784
07/20/2020	PAIGE E. PAULSELL	Payroll July 1-15	368.47	8785
07/20/2020	SKYLER X. PASCHALL	Payroll July 1-15	400.75	8786
07/20/2020	STELLA T.E. MANNELL	Payroll July 1-15	448.58	8787
07/20/2020	ZOE H. LABINSKI	Payroll July 1-15	192.94	8788
07/20/2020	TREVOR B. DEES	Payroll July 1-15	427.01	8789
07/20/2020	SUSAN G. WITSCHI	Payroll July 1-15	2,192.68	8790
07/20/2020	STATE COMPENSATION I...	Workers Comp	925.18	8791
07/20/2020	CONTRA COSTA CO AUDI...	LAFCO Appnt. FY 20-21 Invoice 202...	364.06	8792
07/20/2020	CONTRA COSTA HEALTH ...	HAZMAT A/N AR0036493; CUPA 07...	1,040.00	8793
07/20/2020	DENALECT ALARM CO.	Annual Alarm Charge	468.00	8794
07/20/2020	EBMUD	Water	1,652.46	8795
07/20/2020	KEL-AIRE HEATING & AIR ...	Annual HVAC Service	465.00	8796
07/20/2020	LESLIE'S POOL SUPPLIES	Chemicals	812.26	8797
07/20/2020	PG&E	Gas & Electric	333.94	8798
07/20/2020	Sierra Chemical Company	Chemicals	1,144.08	8799
07/20/2020	SR Smith, LLC	Automatic Pool Reel Winder	8,148.32	8800
07/20/2020	TERRACARE ASSOCIATES	Landscaping services	2,171.00	8801
07/20/2020	William Doty Construction	MPR Painting	2,400.00	8802
07/20/2020	HARIKESH SHRI-SHASHIT...	Staff Building	95.15	8803
07/20/2020	Liliana Pintor	Cancellation of event for November 2...	1,650.00	8804
07/20/2020	Hector Navarro	Cancellation of Sept 5 2020 event du...	4,200.00	8805
07/20/2020	U.S. BANK	Various	3,068.47	8806
Total FUND 3241 - RECREATION			<u>38,100.88</u>	
TOTAL			<u>38,100.88</u>	

CROCKETT COMMUNITY SERVICES DISTRICT
Crockett Community Services District
Auditor's Date: 7/20/20 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				
07/20/2020	STATE COMPENSATION INS...	Workers Comp 219383	641.37	6185
07/20/2020	CONTRA COSTA CO AUDITO...	LAFCO Appnt. FY 20-21 Invoice ...	835.47	6186
07/20/2020	BAY AREA NEWS GROUP	Ordinance 18-2 publication Ref 00...	289.80	6187
07/20/2020	APB GENERAL ENGINEERING	Emergency sewer replacement - ...	42,126.73	6188
07/20/2020	C&H SUGAR CO.	JTP shared op costs May 2020	54,608.37	6189
07/20/2020	CITY NATIONAL BANK	Loan Agreement #06-045-AF	27,651.07	6190
07/20/2020	CONTRA COSTA COUNTY R...	Release NOV fee Doc 2016-0218...	20.00	6191
07/20/2020	L.R. PAULSELL CONSULTING	Capital Project Construction cons...	1,392.50	6192
07/20/2020	V.W. Housen & Associates	Engineering Hydraulic study and c...	13,664.00	6193
07/20/2020	WEST COUNTY WASTEWAT...	Contract services June 2020 Invoi...	7,575.61	6194
07/20/2020	U.S. BANK	Various	650.35	6195
Total FUND 3426 - CV SANITARY - O&M			<u>149,455.27</u>	
TOTAL			<u>149,455.27</u>	

CROCKETT COMMUNITY SERVICES DISTRICT
Crockett Community Services District

Auditor's Date: 7/20/20 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				
07/20/2020	BAY AREA AIR QUALITY MGMT. ...	Air Permit Site A1593 Invoice 4HN15	1,638.00	1238
07/20/2020	CONTRA COSTA HEALTH SERVI...	HAZMAT CUPA Fac ID: FA003050595 A...	402.00	1239
07/20/2020	Eurofins Calscience LLC	Lab - Invoice 5700030251	730.00	1240
07/20/2020	L.R. PAULSELL CONSULTING	VPC-200 Manhole Cover installation P-0...	1,350.00	1241
07/20/2020	Valley Operators, LLC	Monthly Service June 2020 - Invoice 1330	4,400.00	1242
07/20/2020	CONTRA COSTA CO AUDITOR-C...	LAFCO Appt. FY 20-21 Invoice 2021-0...	301.76	1243
07/20/2020	BAY AREA NEWS GROUP	Ordinance 18-3 publication Ref 0006488...	289.80	1244
07/20/2020	U.S. BANK	Various	87.07	1245
Total FUND 3425 - PC SANITARY - O&M			<u>9,198.63</u>	
TOTAL			<u><u>9,198.63</u></u>	

CROCKETT COMMUNITY SERVICES DISTRICT
Crockett Community Services District
Auditor's Date: 7/6/20 Fund: 324100 Account : 0830

Date	Name	Memo	Credit	Num
FUND 3241 - RECREATION				
07/07/2020	RONALD D. WILSON	Payroll June 2020	2,569.83	8735
07/07/2020	SUSAN G. WITSCHI	Payroll June 16-30	2,224.74	8736
07/07/2020	TREVOR B. DEES	Payroll June 16-30	309.97	8737
07/07/2020	ANDREW B. TAW	Payroll June 16-30	122.36	8738
07/07/2020	ARIEL I. FISCHER	Payroll June 16-30	116.25	8739
07/07/2020	ASHER H. LABINSKI	Payroll June 16-30	334.13	8740
07/07/2020	CASSANDRA D. CONTRER...	Payroll June 16-30	380.53	8741
07/07/2020	DAMIAN A. FISCHER	Payroll June 16-30	67.30	8742
07/07/2020	GABRIEL J. OSTI	Payroll June 16-30	262.96	8743
07/07/2020	HARIKESH SHRI-SHASHIT...	Payroll June 16-30	290.91	8744
07/07/2020	JOCELYN M. OSTI	Payroll June 16-30	232.03	8745
07/07/2020	JUSTIN T. CROW	Payroll June 16-30	365.18	8746
07/07/2020	LINDSAY A. BARRELLA	Payroll June 16-30	116.25	8747
07/07/2020	MADÉLINE H. LEVEQUE	Payroll June 16-30	148.67	8748
07/07/2020	MADISON A. KOZIER	Payroll June 16-30	594.73	8749
07/07/2020	MONICA A. MUNOZ	Payroll June 16-30	290.91	8750
07/07/2020	PAIGE E. PAULSELL	Payroll June 16-30	472.88	8751
07/07/2020	SKYLER X. PASCHALL	Payroll June 16-30	122.36	8752
07/07/2020	STELLA T.E. MANNELL	Payroll June 16-30	207.57	8753
07/07/2020	ZOE H. LABINSKI	Payroll June 16-30	354.26	8754
07/07/2020	UNITED STATES TREASUR...	FedTax Liability	1,034.68	8755
07/07/2020	EMPLOYMENT DEVELOPM...	EDD State Tax Liability	120.15	8756
07/07/2020	MEYERS NAVE	Attorney May 2020	3,987.55	8757
07/07/2020	CalPERS Public Employees ...	Retir., 457, Unfunded Liab, 1959 ...	4,380.26	8758
07/07/2020	SDRMA	Health Benefits Mem 5505	1,636.08	8759
07/07/2020	Streamline	Web hosting 6-months Invoice 10...	291.00	8760
07/07/2020	Alhambra & Sierra Springs	Concessions water	120.10	8761
07/07/2020	AT&T	Telephone AC 5107872414	364.76	8762
07/07/2020	LESLIE'S POOL SUPPLIES	Pool chemicals and supplies	700.36	8763
07/07/2020	NorCal Lifeguard Training	Lifeguard class for employees June...	1,375.00	8764
07/07/2020	PG&E	Electricity and Gas	2,171.60	8765
07/07/2020	Planchon Roofing, Inc.	Siliconer roof coating on pool build...	10,000.00	8766
07/07/2020	Sierra Chemical Company	Sodium Hypochlorite delivery	521.67	8767
07/07/2020	TERMINIX	Pest control June shortfall WO 17...	15.00	8768
07/07/2020	MADISON A. KOZIER	Recoverable expenses June 2020	26.41	8769
07/07/2020	RONALD D. WILSON	Mileage reimbursement June 2020	181.13	8770
07/07/2020	Raquel Santana-Pizana	Cancellation of event 8/22/20 - CO...	4,794.00	8771
Total FUND 3241 - RECREATION			<u>41,303.57</u>	
TOTAL			<u>41,303.57</u>	



CROCKETT COMMUNITY SERVICES DISTRICT
Crockett Community Services District

Auditor's Date: 7/6/20 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				
07/07/2020	DALE A. McDONALD	Payroll June 2020	4,464.10	6172
07/07/2020	JAMES G. BARNHILL	Payroll June 2020	4,274.13	6173
07/07/2020	UNITED STATES TREASURY ...	FedTax Liability	1,524.84	6174
07/07/2020	EMPLOYMENT DEVELOPME...	EDD State Tax Liability	440.53	6175
07/07/2020	CalPERS Public Employees Re...	Retir., 457, Unfunded laib, 1959 S...	9,687.33	6176
07/07/2020	SDRMA	Health Benefits Mem. #5505	892.50	6177
07/07/2020	MEYERS NAVE	Attorney costs May 2020	59.21	6178
07/07/2020	Streamline	Web hosting 6-months Invoice 10...	667.80	6179
07/07/2020	AT&T	Telephone	191.98	6180
07/07/2020	PG&E	Electricity May-June	2,615.88	6181
07/07/2020	L.R. PAULSELL CONSULTING	High pressure cleaning sewers In...	10,868.75	6182
07/07/2020	WEST COUNTY WASTEWAT...	Contract billing May 2020 Invoice ...	2,549.61	6183
07/07/2020	SUSAN G. WITSCHI	Mileage reimbursement June 2020	12.65	6184
Total FUND 3426 - CV SANITARY - O&M			<u>38,249.31</u>	
TOTAL			<u>38,249.31</u>	



CROCKETT COMMUNITY SERVICES DISTRICT
Crockett Community Services District
 Auditor's Date: 7/6/20 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				
07/07/2020	MEYERS NAVE	Attorney advice May 2020	484.38	1233
07/07/2020	Streamline	Web hosting 6-months Invoice 105903 7...	241.20	1234
07/07/2020	L.R. PAULSELL CONSULT...	High pressure sewer cleaning Invoice 20...	705.00	1235
07/07/2020	PG&E	Electricity May-June 2020 AC 27041213...	360.77	1236
07/07/2020	CalPERS Public Employees...	Unfunded Liability Annual Payment - PC...	678.46	1237
Total FUND 3425 - PC SANITARY - O&M			<u>2,469.81</u>	
TOTAL			<u>2,469.81</u>	



CROCKETT RECREATION COMMISSION

of the Crockett Community Services District

850 Pomona Avenue - Crockett, CA 94525

Telephone (510) 787-2414

Fax (510) 787-3049

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

website: www.town.crockett.ca.us

MINUTES OF REGULAR MEETING, JUNE 1, 2020

1. CALL TO ORDER: The meeting was called to order at 6:11 PM by Chairperson Cusack. Present were Commissioners Airoidi and Valentini, along with General Manager McDonald, Department Manager Wilson and Facilities Manager/Asst. Secretary Witschi. Commissioners Choquette and Scheer were absent. Also present was Sanitary Commissioner Wais.

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

3. PUBLIC COMMENTS: None

4. CONSENT CALENDAR: The following consent item was approved unanimously (jv/ja):
a. Approve Minutes of May 4, 2020.

5. IMPACT OF COVID-19: Mr. Wilson reported the Recreation Department lost \$40K in revenue in May. He said June booking events have been rescheduled to next year. Commissioner Cusack asked staff if they are experiencing any problems at the park. Mr. Wilson said everyone has been very good and staying out of the park.

6.a. FINANCIAL REPORT: The monthly statement of Department finances and report on investments were examined by the Commission. Mr. McDonald reported a fund balance of \$512K and a cash balance of \$81K.

6.b. 10-MONTH BUDGET REPORT AND PRELIMINARY FY 2020/21: Mr. McDonald reported Event Supervisor Morales has been furloughed at least until September. He said medical benefits are still being paid. Historically, the pool is subsidized and receives the largest share of the Recreation Special Parcel Tax. The preliminary budget assumes the pool opening early to mid-July. The retaining wall along Pomona and replacement stairs at the corner of Rolph and Pomona will be treated as capital improvement under the parks cost center. Mr. McDonald reported he is transferring \$100K from capital projects to the O&M General Fund.

7. DISTRICT BOARD ACTIONS: Mr. McDonald reported on the actions taken by the District Board in May. He said the Board approved the Recreation Special Tax. The Board selected David Farnsworth, CPA to do the annual audit for FY 2019/20. Authorized staff to purchase the Hosselkus Chapel. Mr. Wilson said in 2008 staff used \$8,000 to purchase Memorial Hall and the Board approved to transfer the money from the Maintenance Department to the Recreation Department.

8. REPORT OF DEPT. MANAGER: Mr. Wilson reported the he is trying to get the pool ready to open when the County releases a notice. He met with the assistant pool manager last Wednesday and went over requirements and duties. Has a written plan for re-opening the pool and keeping patrons and staff safe, along with requirements for face coverings and gloves.

9. COMMISSIONERS: No reports.

10. FUTURE AGENDA ITEMS:

11. COMMISSIONER COMMENTS: No reports.

12. ADJOURNMENT: The meeting was adjourned at 6:41 PM until July 6, 2020.

Respectfully submitted,



Susan Witschi
June 2, 2020

CROCKETT COMMUNITY SERVICES DISTRICT
RECREATION POOL / PARK PERSONNEL - 2020

First Name	Last Name	Date of Employment	Pay Schedule of Wages Job Classification / Position	Pay Rate 2019
H. "Harry"	Shri-Shashitharan	5/27/20	Assistant Mgr 1b	\$17.50
Justin	Crow	5/27/20	HLG 1c / AsMgr in-training	\$14.25
Monica	Munoz	5/27/20	HLG 1b / AsMgr in-training	\$14.00
Stella	Mannell	5/27/20	HLG 1d / AsMgr in-training	\$14.50
Madison	Kozier	4/15/20	Office Manager 2c	\$16.00
Naya	Murdock	6/10/20	Head LG 1d backup	\$14.50
Andrew	Taw	6/22/20	Lifeguard 1a	\$13.25
Ariel	Fischer	6/22/20	Lifeguard 1a	\$13.25
Asher	Labinski	6/10/20	Lifeguard 1b	\$13.40
Cassandra	Contreras	6/10/20	Lifeguard 1b	\$13.40
Damian	Fischer	6/22/20	Lifeguard 1a	\$13.25
Gabe	Osti	6/10/20	Lifeguard 1b	\$13.40
Jocelyn	Osti	6/10/20	Lifeguard 1b	\$13.40
Lindsay	Barella	6/22/20	Lifeguard 1a	\$13.25
Madeline	LeVeque	6/10/20	Office 1d	\$13.45
Paige	Paulsell	6/17/20	Office 1c	\$13.30
Skyler	Xavier	6/22/20	Lifeguard 1a	\$13.25
Zoe	Labinski	6/22/20	Lifeguard 1d	\$13.70
Trevor	Dees	Year Round	Maint 1d / LG 1d bkup	\$13.70

* Appointment list to be advised on and recognized by District Board per District Code Section 4.04.020.

Received by REC Comm: _____

Approved by CSD Board: _____

CSD STATUS REPORT

JULY

<u>DATE</u>	<u>REF.</u>	<u>TASK</u>	<u>STATUS</u>	<u>NEXT STEP</u>
Ongoing		Financial Accounting & Budget	Adopted FY 20/21 Budget	Audit of FY 19/20 with David Farnsworth CPA
Ongoing		ADA Compliance Plan Review - District needs to update its ADA plan. Consider outsourcing study and develop budget to implement changes to meet ADA plan requirements.	ON HOLD	Contract inspection
Ongoing		Inventory of capital assets - recommended by auditor to match with QuickBooks value of assets. Begin with insurance appraisal list and expand to include assets above capital threshold. Consider increasing capital threshold policy from \$1,000.	BACKLOGGED	Create and then update list annually
Ongoing		Local Hazard Mitigation Plan (LHMP) - Strategic Planning Committee along with management staff to review and update based on currently identified and future hazards. Consider consultant to create work product.	BACKLOGGED	Develop current
1/17	C-31	Waiver of Subrogation - initial inquiry requested by Board member over concern with contract language.	District does not have	Alliant to quote additional insurance cost.
1/17	C-30	Establishment of By-Laws - Commissions and Committees currently do not have their own by-laws to provide guidance on responsibilities. Must develop with feedback from Commissions and Board.	BACKLOGGED	Staff to Draft
10/17	C-29	Meeting Cancellation Policy - currently cancellation of meetings can be requested by chairpersons and management. Request to development policy for what constitutes non-pressing matter cancellations.	BACKLOGGED	Policy needs to be written.
1/18	C-28	Second Signer Policy - develop policy on when a second signer can sign documents when the primary signer is not available.	BACKLOGGED	Staff to Draft

*Items marked COMPLETED will be removed from the Status Report the following month.

S.e.

5/18	C-27	Lateral Issues Report - report to Board on sanitary departments policies and enforcement of private lateral sewers issues. Address non-conforming laterals installed in Port Costa prior to District ownership in 2008.	BACKLOGGED	Staff to Draft
7/17	C-25	Dog Park at Bridgehead - Resolution No. 17/18-09 supporting development and to determine feasibility. Independent Dog Park Committee pursuing with Caltrans. New restrictions such as bathroom on site raised by Caltrans. Dog Park funds held under the Maintenance Department.	Suspended Work	Awaiting Caltrans final lease
5/17	C-24	Personal Accounts and Devices - complying with recent public records act decision regarding emails and text messages. Policy needs to be developed. Legal review is required.	BACKLOGGED	All Directors, Commissioners, and staff following law by saving District records.
1/16	C-23	Social Media - Facebook, Twitter, and web page. Used only to post information about District events, no debate online. Direction by Board to consolidate to one Facebook page. In changing climate Board should reconsider it use of social media for engagement with community.	ON HOLD	Board directed to limit to District posts. Funding required for additional social media engagement.
12/14	C-21	Emergency Operations Center (EOC) - Crockett Community Center to serve as EOC for the District per Resolution No. 14/15-10. Staff directed to attend SEMS training. Consider resolution rescinding EOC at Community Center.	SUSPENDED WORK	Support EOC at Loring Fire Station, center to serve as public meeting place, draft resolution.
3/14	C-20	Safety & Wellness Program - program for employees adopted by Resolution No. 13/14-17 but implementation postponed until funding can be identified.	ABANDONED PROGRAM	Program abandoned due to lack of funding.
10/12	C-12	Revise internal chart of accounts - recommended by auditor. Move to class based accounting and simplification of chart of accounts recommended.	Planned for FY 20/21	Consult CPA to assist

*Items marked COMPLETED will be removed from the Status Report the following month.

1/11	C-17	Sewer map - update printed map of sewers and adopt resolution to define our responsibility.	Capital projects to date need to be updated into ICOM system.	RedZone ICOM to create new PDF map. Once drafted staff to verify format and accuracy.
8/06	C-1.5	WCWD Service Agreement - current agreement is from 1990, new agreement would better define the scope of services and needs of our District.	ON HOLD	Develop needs - CVSan Wastewater Comm.
9/18	C-26	Workshop for Directors on Public Contracting - request to better understand Board responsibility and liability in regards to CUPPA	Identify	Schedule workshop
12/19	C-32	IT Support - contract for assistance with networking and PC troubleshooting as necessary	Find willing partner	Complete network migration to AT&T Fiber

*Items marked COMPLETED will be removed from the Status Report the following month.

PERSONNEL STATUS REPORT

DATE	REF.	TASK	STATUS	NEXT STEP
4/14	P-1	Review Job Descriptions - update as needed, compare to WC Comp Codes.	Provided to Staffing Ad Hoc Committee	To Personnel Committee for review and comment.
11/16	P-2	Injury & Illness Prevention Plan - review, update, and develop additional training material as needed. Additional requirements in 2020 and OSHA COVID-19 directive require review and update.	BACKLOGGED	Staff or outside contractor needs to draft revisions then to Personnel then Board for approval by Resolution
11/16	P-3	Floater Holidays - written definition and guideline on use of floating holidays. Floater Holidays are extra holidays outside of District observed holidays which are included in management contracts with no restrictions on use.	BACKLOGGED	Provide to Personnel Committee
06/17	P-5	Harassment Training - class for all employees, directors, and commissioners. AB 1661 / SB 1343	RGS trained in 2019, currently providing online training for new hires.	Training required every 2 years. Next training for directors and commissioners by May 2021.
06/17	P-6	Non-Employee Conduct - develop simple policy that staff can follow on how to escalate complaints against Commissioners and/or volunteers.	BACKLOGGED	Policy to include interview with at least two people
08/17	P-7	Outsource Administrative Tasks - gather costs of outsourcing certain tasks.	ONGOING - Discussion by Staffing Ad Hoc Committee	Review whether outsourcing or new-hire would best serve the District.
12/17	P-10	Hiring Procedures - consolidate and train staff	BACKLOGGED	Summarize written procedures - Personnel Committee

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

L:\Administration\StatusReport.Admin.xls

*Items marked COMPLETED will be removed from the Status Report the following month.

REC. DEPT. STATUS REPORT

JULY

<u>DATE</u>	<u>REF.</u>	<u>TASK</u>	<u>STATUS</u>	<u>NEXT STEP</u>
Ongoing		Facility maintenance - Community Center, pool, and park.	All safety issued corrected	
Ongoing		Financial accounting & budget	FY 20/21 Budget Adopted	Ongoing COVID-19 impact, review Sept 2020
Ongoing		Prop 68 Park & Water Bond	Per Capita Allocations announced	Grantee submits to OGALS no later than Dec 31, 2020
Ongoing		Hazardous Material Training	Trained seasonal staff	Update Injury & Illness Prevention Plan

FINANCIAL MATTERS

2/09	F-9	Fence damage recovery (#2) - Harris	\$1300.26 judgment	Ron to collect or sell debt
------	-----	--	--------------------	-----------------------------

MAINTENANCE ISSUES

4/13	M-8	Hillside Maintenance - long-term hillside cleaning plan needs to be developed.	grass cut	CalFire or other to clear hillside of dead trees
2/19	M-9	Signage for the Park - post rules	Pending	Get new signs - trash

CAPITAL IMPROVEMENTS

3/14	C-1	West side covered deck Project	postponed until 2021	Identify funding. Do project in phases
12/18	C-2	Fire suppression system for Center	pending	Waiting on addtl.quotes
2/20	C-3	Memorial bench for David Botta	Funding aquired	Concrete pad and plaque

ADMINISTRATIVE MATTERS

10/17	A-30	Add More Classes and Activities - at the Community Center	future item to Commission	Identify costs and resources to implement.
4/12	A-31	Alcohol rules for youth groups	Incorporated in contracts	Update Code by Ordinance
9/10	A-21	Signs - no skateboards or bikes	Sec. 7.12.090 prohibits	add to signage for park rules
11/08	A-20	Rec Policies & Procedures Manual - both the community center and aquatics center.	BACKLOGGED	
2/20	A-35	Policy on memorial donations	BACKLOGGED	Staff to develop
2/20	A-36	100-year plaque at Community Center	Pending	Order plaque

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

MAINT. DEPT. STATUS REPORT

JULY

<u>DATE</u>	<u>TASK</u>	<u>STATUS</u>	<u>NEXT STEP</u>
Ongoing	Plaza maint. thru CIA	on schedule	continue per MOU
Ongoing	Veterans Memorial Hall Seismic Retrofit	Engineer review of concrete pier	Memorial hall to meet
Ongoing	Veterans Memorial Fundraising		
Ongoing	Hillside Maintenance	Fire on hillside	CALFIRE called for removal, no return call yet
Ongoing	Bridgehead maintenance	Limited maintenance	Identify resources, plan of action
1/19	M-13 Parcel tax for maintenance	CIA researching	Report from CIA
9/18	M-11 GeoTechnical Engineering Alternative Push Pier Design for Memorial Hall	Received drawings and calculations	Committee to determine if alternate seismic work is feasible
8/17	M-12 Investigate acquisition of corner bridgeview lot	No movement	KP investigating
7/17	M-9 Dog park at Bridgehead - lease or MOU	SUSPEND WORK	Waiting for Caltrans final lease
8/07	M-3 Caltrans property - Bridgehead	permit rec'd 3/12	Waiting on Caltrans for new encroachment permit or abandon

c:\mydocs\adminin\StatusReport.xls

*Items marked COMPLETED will be removed from the Status Report the following month.

PORT COSTA SAN. DEPT. STATUS REPORT

JULY

DATE REF. TASK STATUS NEXT STEP

ADMINISTRATIVE MATTERS

Ongoing		Review/revise O&M manual	Reviewed	Annual review
Ongoing		Revise sewer system management plan	Audit complete	Audit Feb 2022
Ongoing		System rehabilitation program	BACKLOGGED	Authorize video inspection. Update 5-year plan.
Ongoing		Property database	Current thru 12/2019	Pending assessor report from county. Mid-Year Budget review
Ongoing		Financial accounting & budget	Identify funding	
4/15	A-4	Sludge disposal procedure document	Review with operators	
2/19	A-5	Delayed payment of loan #2	Scheduled FY 20/21	Pay in October
8/15	A-6	Encroachment 70 CLD. Property is listed, replacement of sewer main, if needed, is owners responsibility	BACKLOGGED	Force owner to comply
8/15	A-7	Small Community Grant	POSTPONED	Revisit State grant options

ENGINEERING MATTERS

1/13	E-3	Install high water alarm in sump. This will ensure notification if sump pump fails or if flooding occurs	Valley to aquire/install float switch	Telstar to tie into PLC
6/08	E-7	#4 filter condition. Investigation to identify location of leak	ON HOLD	Excavate content of filler bed 4
3/16		Railroad crossing. Needed for safety purposes and for equipment access	ON HOLD	will approach this if equipment access to WWTP is needed for emergency or maintenance.
1/17		Install backup Watson Marlo chem pump	Valley to send for diagnosis/est/repair	Authorize repair
6/17		Constant Level Gate. The constant level gate does not hold position without being held down by a pole. If not held down the gate will lift allowing mass volume to transfer from splitter box into wet well.	Pending assessment	
5/18		Upgrade PLC. Valley recommends upgrading PLC due to age of system, warns that issues will begin to crop up as time passes	Contact vendor for estimate	

*Items marked COMPLETED will be removed from the Status Report the following month.

<u>DATE</u>	<u>REF.</u>	<u>TASK</u>	<u>STATUS</u>	<u>NEXT STEP</u>
6/18		P-03-09 + P-03-05 easement. Encroachment issue on NW side of Canyon Lake Drive.	Sent letters to properties	
6/18	E-10	Pipe condition assessment WWTP	Build plumbing pipe reserve	
12/19	E-8	CCTV Inspection Project	Scheduled for late 2020	Obtain bids
1/20	E-9	Remove sewer blockage on P-03-12 to P-03-09 new 92 CLD	*COMPLETED - Bills Underground TV'd. <i>found no obstruction</i>	
1/20	E-11	Polycoat top of septic tank wall. Engineers found that concrete at the water air interface is degrading.	Consider in 2025	

MAINTENANCE MATTERS

		Monitor sludge level - WWTP Septic Tank	Valley - ongoing. Scum layer in chamber #1 is high, it is necessary to remove it asap	Review and accept pumping proposal, schedule work
8/17		Repair/replace #3 dosing siphon in dosing structure. Siphon is broken and has been removed. Valley is verifying specs on replacement (\$535 per unit)	Pending Valley verification of specs	Seek installation proposal once part is verified
8/18	M-7	Install signage at WWTP. Property warning signs should be installed within the fenceline rather than on the fence to help prevent sign and property vandalism	Commission volunteered	Pending
2/17		Replace P-00-01 MH cover. This location is regularly accessed as Influent sampling point (INF-001) and for monthly hydro to remove consistent buildup of grease. Prior lid was awkward and heavy, it posed an ergonomic and pinch point risks to safety and health.	COMPLETED - by LRP. LRP installed a hinged, locking HDPE manhole cover. \$1,350	
2/17	M-6	Remove shrubbery. Plants and roots are causing major damage to wwtp	Commission volunteered	Pending
		Transplant sand into filter bed #3. Filter bed 3 is low on sand material, level needs to be brought up. Plan was to transfer sifted sand from waste pile or from abandoned bed #4.	Suspended following bio assay failures. Unverified if transferred sand was the specific cause but the failures coincided with transfer. Risk of metal and other contaminants collecting in static sand due to proximity to the railroad.	
10/16		Annual load bank/fluid svc on genset. Preventative maintenance	Last service Oct 2019	Next due- Oct 2020
1/13	M-1	Raise manhole elevations. Will address as needed if county informs us of paving & manhole elevation issues	Obtain quote as needed	

*Items marked COMPLETED will be removed from the Status Report the following month.

<u>DATE</u>	<u>REF.</u>	<u>TASK</u>	<u>STATUS</u>	<u>NEXT STEP</u>
7/12	M-3	Clean/paint plumbing. Pump room is a moist environment. Pipes and pumps develop rust, it must be removed and equipment must be coated.	Mitigate rust, assess condition / paint	Schedule work
7/12	M-4	Repair eroded wet well stopper valve	Define scope of work	Receive add'l quotes for work
7/12	M-5	Reset siphon valve #3	Drain north side/buy parts/ gate valve open	Drain/close valve/ reset valve height
10/19		Remove tree branches from power line	Director volunteered	

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

\\sanitary\pcsan1>StatusReportPCS.xls

***Items marked COMPLETED will be removed from the Status Report the following month.**

CROCKETT SAN. DEPT. STATUS REPORT

JULY

<u>DATE</u>	<u>REF.</u>	<u>TASK</u>	<u>STATUS</u>	<u>NEXT STEP</u>
Ongoing		Flow data analysis - gather meter data regularly, process flow data, print and archive, update dry weather and wet weather worksheets.	Hydraulic study underway on capacity of collection systems.	Meter calibrations in 2021
Ongoing		Sewer database & repair records - permanent paper and digital records of construction projects.	Paper files through 2018, ICOM maintenance scheduled updates, map and line segment data current thru 6/13	Catalog and archive paper records. Update ICOM3 data records, create new wall map based on changes.
Ongoing		Financial accounting & budget	Adopted FY 20/21	Mid-Year FY 20/21 report in December
Ongoing		JTP cost allocation adjustment - annual review done in April to adjust treatment plant costs based on actual flow.	Allocation complete for April 2019-March 2020	Review in April 2021
Ongoing		C&H diversion analysis - data gathered monthly and records stored with flow data.	current thru 4/20	Verify diversions reported by review of flow data, complete in March 2021.
Ongoing		Creek pollution monitoring - SSMP requires monitoring of large spills that reach the waters of the state. WCWC to perform these services as needed. Insufficient staff to be proactive for collection of baseline data.	BACKLOGGED	
Ongoing		Manhole maintenance - annual maintenance to site visit known trouble spots to clear brush and debris.	brush & debris cleared	Review Summer 2020

FINANCIAL MATTERS

4/18	F-23	10-year revenue program	updated in 2018	BACKLOGGED
3/18	F-22	Climate change impacts	POSTPONED	Strategic planning in fall
3/18	F-21	Advance planning renegotiate JUA	POSTPONED	Review JUA in winter
3/18	F-20	Advance planning for flow reduction C&H	POSTPONED	To Wastewater Committee

ENGINEERING MATTERS

5/18	E-27	Flyght SCADA with MCC	engineer investigating	To bid October 2020
12/12	E-26	Protect pump station from floods	POSTPONED	remove bricks by Feb 2021
5/12	E-25	6" sewer behind Third/Wanda	BACKLOGGED	install access point


<u>DATE</u>	<u>REF.</u>	<u>TASK</u>	<u>STATUS</u>	<u>NEXT STEP</u>
10/10	E-24	Loring pump station alt. power backup	WCWD Power	install generator
7/07	E-21	Mercury TMDL	BACKLOGGED	review / research
4/07	E-20	Pool discharge permitting	BACKLOGGED	create permit
3/05	E-10	EQ tank rehabilitation	cleaned 9/14	engineers study required
6/04	E-9.5	Sewer replacement schedule	2% per year	Wastewater to review 2021
10/01	E-4	Easement agreement (405 Alhambra)	BACKLOGGED	hire surveyor
8/01	E-3	Edwards Creek tunnel project	COMPLETED	record grant of easement
7/17	E-28	Update contacts with DIR	BACKLOGGED	Contractors must be

ADMINISTRATIVE MATTERS

1/18	A-32	Easement Protection Program	BACKLOGGED	revisit enforcement priority
6/17	A-31	Access & Repair Agreement Program	BACKLOGGED	develop formal program
4/17	A-30	Abandon sewer easement 550 Alhambra	Attorney for language	record abandonment
9/12	A-28	Capacity charge payment plan	POSTPONED	revise fee ordinance
3/12	A-27	Common lateral ordinance	DELAYED	review ordinance
2/10	A-26	Capacity charge ordinance	POSTPONED	revise by ordinance
11/09	A-25	Double permit fees for no permit	drafted	adopt ordinance
3/08	N-11	Penalties for lateral SSO negligence	BACKLOGGED	develop fines
4/07	A-20.5	Lateral replacement	ON HOLD	
11/06	A-19	Safety training requirements	Identify	annual training
3/04	A-16	C&H access requirements	BACKLOGGED	abandon sewers
8/03	A-15.9	Grease trap inspection control program	BACKLOGGED	develop procedures
8/03	A-15.7	Grease traps/FOG	BACKLOGGED	notify commercial kitchens
3/03	A-15	N-00-29 sewer easement	Docs updated	parties to sign
3/02	A-14	Encroachment permit (9 Colona Hgts)	BACKLOGGED	send agreement
2/01	A-11	Sewer main acceptance records	BACKLOGGED	disavow by resolution
2/99	A-8	West County contract review	ON HOLD	continue with existing
5/98	A-4	Emergency binder	BACKLOGGED	Update and revise
6/20	A-33	Letter to railroad re crossing	BACKLOGGED	Protect access to outfall
1/20	A-34	Outfall lease SLC #25959	Incomplete	Address outstanding items

CROCKETT COMMUNITY SERVICES DISTRICT

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

TO: Board of Directors
FROM: General Manager 
SUBJECT: Non-residential and mixed-use calculation
DATE: July 18, 2020

During discussion at the public hearing on setting of the Sewer Use Charges (SUCs) for Crockett a question was raised on the method used to determine the rate for each 100 cubic feet of water consumption in excess of 5443 cubic feet per year for non-residential and mixed-use accounts.

The Crockett Sewer Use Charge Study Report for FY 2020/2021 dated April 13, 2020 addresses the calculation methodology. Every year water consumption is studied to help determine the equitable share single-family residences (SFR), apartments (APT), and non-residential users should pay for sewer service. The Crockett Sanitary Commission considers this data, along with other factors, when recommending any sewer use charge increases.

The Use Factor is the percentage between SFR and APT average water use. For FY 20/21 water consumption data over the last 6-years was used resulting in a Use Factor of 0.8123 rounded to 0.81 (*see attached District Standards for Water Consumption and Cost Factor worksheet*).

The SUC Study Report identified the need to raise SUC charges to cover the anticipated budget shortfall. The rate for SFR users was to be \$856, an increase of \$67 or 8.49%. Based on the Use Factor of 0.81 the charge per apartment (APT) would have been \$695, an increase of \$71 or 11.37% for APT users. The Crockett Sanitary Commission wanted to lessen the impact of such step rate increases and proposed a \$30 increase for SFR users and a \$35 increase for APT users, drawing down the rate stabilization reserve to address any operational shortfall. The non-residential users and mixed-use accounts base rate was also lowered to match that of APT users.

The Cost Factor is used to set the additional charges above the base water allowance, in this case 5443 cu. ft., for non-residential and mixed-use accounts. These accounts would have paid substantially more if either 1-year or 3-year water consumption data was used. The formula in the *Water Consumption and Cost Factor worksheet* used to calculate the Cost Factor was based on the need to have non-residential and mixed-use accounts pay an equitable share.

$$\frac{(\text{SFRSUC} - \text{APTSUC})}{(\$819 - \$659)} / \frac{(\text{SFRCuFtWater} - \text{APTCuFtWater})}{(6701 - 5443)} = \text{Cost Factor} = \$0.1272$$

The formula uses the actual proposed SUCs for SFR and APT users, not the originally identified need of \$856 SFR and \$695 APT. If the Cost Factor had been calculated using the original need, it would have been \$0.1280 and would have synced with the Use Factor of 0.81. As the rate stabilization reserve was used to lower SUCs, the Cost Factor was lowered, benefiting all users equally.

DISTRICT STANDARDS FOR WATER CONSUMPTION AND COST FACTOR

YEAR	SFR CU. FT.	USE FACTOR	:	APT CU. FT.	USE FACTOR	:	COST FACTOR
2013/14	9762	1.00	:	8435	0.86	:	\$0.0678
2014/15	6749	1.00	:	5581	0.83	:	\$0.0942
2015/16	8320	1.00	:	5697	0.68	:	\$0.0583
3-yr avg	8277	1.00	:	6571	0.79	:	\$0.0897
2016/17	6595	1.00	:	5708	0.87	:	\$0.1860
3-yr avg	7221	1.00	:	5662	0.78	:	\$0.1058
2017/18	5994	1.00	:	5035	0.84	:	\$0.1752
3-yr avg	6970	1.00	:	5480	0.79	:	\$0.1128
2018/19	6090	1.00	:	5105	0.84	:	\$0.1675
3-yr avg	6226	1.00	:	5283	0.85	:	\$0.1748
6-yr avg	7252	1.00	:	5927	0.82	:	\$0.1245
2019/20	<i>* Water cost factor not updated - No SUC increase in FY 19/20</i>						
2020/21	6455	1.00	:	5529	0.86	:	\$0.1728
3-yr avg	6180	1.00	:	5223	0.85	:	\$0.1672
6-yr avg	6701	1.00	:	5443	0.81	:	\$0.1272

F1 = 5443 CU. FT.

I1 = 6701 CU. FT.

H1 = \$0.1272 /CU. FT.

				<u>Incr.</u>	<u>Perc</u>
I147 =	\$819 /SFR	(Previous FY 19/20 at \$789	\$30		3.80%
APT CALC:	\$701.51 /APT	86%		Annual Cost Factor calculation	
APT CALC:	\$692.21 /APT	85%		3-year average Cost Factor calc.	
APT CALC:	\$665.24 /APT	81%		6-year average Cost Factor cal	

H147 = \$659 /APT (Previous FY 19/20 at \$624 \$35 5.61%

EXECUTIVE ORDER #20-0716

**CROCKETT COMMUNITY SERVICES DISTRICT
CLOSURE OF PICNIC AREAS IN ALEXANDER PARK**

WHEREAS, on June 5, 2020 Contra Costa County Health Services relaxed restrictions on the use of picnic areas and public parks, allowing limited use of picnic areas for members of the same household, which allowed Alexander Park picnic tables to be opened to the public; and

WHEREAS, abuse of the order prohibiting large public gatherings, picnics other than with members of the same household, blatant disregard to the use of face coverings, and unsafe social distancing practices have regularly occurred in Alexander Park, Crockett, CA; and

WHEREAS, the number of COVID-19 cases are accelerating in Contra Costa County at an alarming rate; and

WHEREAS, Chapter 7 of the District Code regulates the use of parks and recreation facilities of the District for the optimum use and enjoyment of the residents of Crockett and Port Costa; establishes standards to prevent the misuse and destruction of the facilities; and establishes regulations to promote the safety and comfort of users of the facilities as well as persons residing or owning property in the vicinity of the facilities; and

WHEREAS, the General Manager of the District has the administrative authority and responsibility for the operation of the District and the enforcement of all District rules and regulations for and on behalf of the District (District Code Section 2.08.030).

NOW, THEREFORE, by authority vested in me as General Manager, I do hereby declare all picnic tables and barbeques in Alexander Park closed to the public effective immediately and they are to remain closed until this order is lifted.


Date: July 16, 2020



Dale McDonald, General Manager
Crockett Community Services District

CROCKETT COMMUNITY SERVICES DISTRICT

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

TO: Board of Directors
FROM: General Manager 
SUBJECT: Conflict of Interest Code
DATE: July 7, 2020

Government agencies are required by law to review their conflict of interest codes biennially to determine whether they are accurate or should be amended. The District last reviewed its code in August, 2018.

The District's conflict of interest code provides that Board Members, manager, legal counsel and engineering consultant are designated positions for which reporting is required. There are no other positions to be considered nor any changes in law that would require an update to the existing code.

RECOMMENDATION: The Board should notify the County that the District has reviewed its conflict of interest code and finds that no amendments are needed.

C:\mydocuments\Secretary\Conflict.doc

RESOLUTION

NO. 07/08-07

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 for the District; and

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

NOW, THEREFORE, BE IT RESOLVED that the text and Exhibits A&B of Resolution No. 07/08-07, 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 27, 2008 by the following vote:

AYES: Burlison, Loveseth, MacKenzie, Rock


NOES: None

ABSENT: Petty



John MacKenzie, Vice President

ATTEST:



Kent G. Peterson
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"

<u>Designated Positions</u>	<u>Disclosure Category</u>
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

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.

CROCKETT COMMUNITY SERVICES DISTRICT

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

MONTHLY SUMMARY WORKSHEET

END OF YEAR

PREPARED FOR BD. MTG: 7-22-20

LATEST FUND REPORT: 7-13-20

CCSD FUND 3240

CCSD FUND 3240

CASH CARRIED FORWARD:
REC DEPT: \$16,237.20

CASH CARRIED FORWARD:
CVSAN DEPT: \$29,465.18

ACTIVITY:

ACTIVITY:

PY UNS SPT & UNS Rej \$14.48
 Close CY SEC Tax Trns \$530.25
 Adv Sup 0160 Trns \$1,038.91
 Transfer to REC 3241 (\$7,836.06)

PY UNS SPT & UNS Rej \$84.09
 Close CY SEC Tax Trns \$10,139.60
 Adv Sup 0160 Trns \$6,035.70
 Transter to CVSan 342 (\$15,812.98)

CASH BALANCE (Rec): \$9,984.77

CASH BALANCE (CVSan): \$29,911.60

ADV ON TAXES (Rec): \$29.71

060 Adv beginning bal \$530.25
 Close CY SEC Tax Adv (\$1,566.87)
 Correct Adj Split \$1,036.62
 Ending Balance \$0.00

ADV ON TAXES (CVSan): \$172.50

060 Adv beginning bal \$10,139.60
 Close CY SEC Tax Adv (\$9,102.98)
 Correct Adj Split (\$1,036.62)
 Ending Balance \$0.00

160 Supplmt begin bal \$1,068.61
 PY SEC UNS Cash Trns (\$1,038.91)

160 Supplmt begin bal \$6,208.20
 PY SEC UNS Cash Trns (\$6,035.70)

Ending Balance \$29.70

Ending Balance \$172.50

FUND BALANCE (Rec): \$10,014.48

FUND BALANCE (CVSan): \$30,084.10

MAINT DEPT PROPERTY TAXES ALLOC:

Cash Carried Forward \$140.87
 Trns to Maint 3241 (\$140.87)

Cash Balance (Maint) \$0.00

060 Adv Beginning Bal \$0.00
 No activity \$0.00
 Ending Balance \$0.00

FUND BALANCE (Maint): \$0.00

TOTAL CSD 3240 BALANCE: \$40,098.57

c:\mydocs\admin\bud&fin\wrksht.xls

Members of the Board: Luigi Barassi, Michael Kirker, John MacKenzie, Kent Peterson, Emma Sutton

CROCKETT COMMUNITY SERVICES DISTRICT

INVESTMENT REPORT

AS OF JUNE 30, 2020

Beginning invested balance:	6/1/2020	\$ 4,384,061.87
-----------------------------	----------	-----------------

RECREATION DEPT. OPERATING FUND 3241

LOCAL AGENCY INVESTMENT FUND - Rate decrease 2.03% to 1.36% on 7/15	\$ 425,179.03
Activity: No activity	\$ -

Ending balance: \$ 425,179.03

MAINTENANCE DEPT. MEMORIAL HALL FUND 3242

LOCAL AGENCY INVESTMENT FUND - Rate decrease 2.03% to 1.36% on 7/15	\$ 187,421.52
Activity: No activity	\$ -

Ending balance: \$ 187,421.52

PORT COSTA SANITARY DEPT. OPERATING FUND 3425

LOCAL AGENCY INVESTMENT FUND - Rate decrease 2.03% to 1.36% on 7/15	\$ 222.54
Activity: No activity	\$ -

Ending balance: \$ 222.54

CROCKETT SANITARY DEPT. OPERATING FUND 3426

LOCAL AGENCY INVESTMENT FUND - Rate decrease 2.03% to 1.36% on 7/15	\$ 2,806,138.30
Activity: No activity	\$ -

Ending balance: \$ 2,806,138.30

CROCKETT SANITARY DEPT. CONSTRUCTION FUND 3427

LOCAL AGENCY INVESTMENT FUND - Rate decrease 2.03% to 1.36% on 7/15	\$ 894,294.96
Activity: No activity	\$ -

Ending balance: \$ 894,294.96

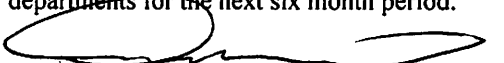
CROCKETT SANITARY DEPT. CAPITAL RESERVE FUND 3429

LOCAL AGENCY INVESTMENT FUND - Rate decrease 2.03% to 1.36% on 7/15	\$ 70,805.52
Activity: No activity	\$ -

Ending balance: \$ 70,805.52

Closing invested balance:	6/30/2020	\$ 4,384,061.87
---------------------------	-----------	-----------------

All investments of the Crockett Community Services District have been made through the Treasurer, Contra Costa County. Pursuant to Gov't Code Section 53646, I hereby certify that the invested funds are in compliance with the investment policies of the Crockett Community Services District and provide sufficient liquidity to meet budgeted expenses for each respective departments for the next six month period.


 Dale McDonald, General Manager

Date: 7/16/2020

CROCKETT RECREATION DEPARTMENT

of the Crockett Community Services District

850 Pomona Avenue - Crockett, CA 94525

Telephone (510) 787-2414

Fax (510) 787-3049

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

website: www.town.crockett.ca.us

MONTHLY SUMMARY WORKSHEET

PREPARED FOR BOARD. MTC 7-22-20

END OF YEAR LATEST FUND REPORT: 7-13-20

OPERATING FUND 3241

CASH CARRIED FORWARD: \$56,253.73

INVESTED BALANCE: \$425,179.03

No activity \$0.00

ACTIVITY:

NET INVESTED: \$425,179.03

CHECKS AND PAYMENTS

Warrants 8715-8734 * (\$5,728.03)
 Wells Fargo CC Fees \$0.00
 Payroll recovery \$0.00
 Cash under (pool) (\$8.95)

\$47,122.82 c/d deposits

\$378,056.21 avail. funds

 FUND BALANCE: \$494,730.98

* Includes \$0 in COVID19 refunds

*** Below held in cash account ***

DEPOSITS AND CREDITS

Comm Center Booking \$200.00

 Concessions \$540.00
 Swim admission fees \$1,483.05
 Aquatics season pass \$1,545.90
 Tennis keys \$4.00
 Other recovery water \$15.00

 Payroll recovery CVP \$1,801.19
 Trns from CSD 3240 \$7,836.06
 Tr's Adv on Taxes \$5,610.00

C/D BEGINNING BALANCE: \$47,122.82

c/d deposit receipts \$0.00

c/d deposit refunds \$0.00

Trnsfr recovery \$0.00

NET C/D ENDING BALANCE: \$47,122.82

CAP / RESTRICTED BAL: \$4,439.60

Donations \$ -

No activity \$ -

NET CAPITAL REPL. BAL: \$4,439.60

POLICE LIAISON BALANCE: \$7,874.64

Parking revenue \$0.00

Payroll/Expenses \$0.00

NET PLC ENDING BALANCE: \$7,874.64

XMAS LIGHT BEG BALANCE: \$496.57

No activity \$0.00

XMAS LIGHT END BALANCE: \$496.57

CERT ACTIVITY: None \$0.00

CERT Ending Balance: \$0.00

 CASH BALANCE: \$69,551.95

PETTY CASH BALANCE: \$60.00

ADV ON TAXES : \$5,610.00

Close CY TaxAdv (\$5,610.00)

TAXES held in 3240: \$ 10,014.48

 NET ADV ON TAXES: \$0.00

CO.charges in 3240: \$ -

ACCRUED CREDIT: \$ 8,000.00

PY due from MAINT Dept.

\\rec\bud&fin\wrksht.xls

CROCKETT COMMUNITY SERVICES DISTRICT

07/16/20

Reconciliation Detail

FUND 3241 - RECREATION, Period Ending 07/13/2020

Type	Date	Num	Name	Memo	Clr	Amount	Balance
Beginning Balance							487,042.76
Cleared Balance							487,042.76
Uncleared Transactions							
Checks and Payments - 19 items							
Paycheck	06/19/2020	8726	SUSAN G. WITSCHI	Payroll June 1-15	X	-2,217.55	-2,217.55
Check	06/19/2020	8728	U.S. BANK	Various	X	-1,185.90	-3,403.45
Liability ...	06/19/2020	8731	STATE COMPENSATI...	Workers Comp	X	-946.09	-4,349.54
Check	06/19/2020	8729	PG&E	Gas & Electricity	X	-570.94	-4,920.48
Check	06/19/2020	8730	Alliant Insurance Servi...	Crime Ins Policy	X	-176.41	-5,096.89
Paycheck	06/19/2020	8722	MADISON A. KOZIER	Payroll June 1-15	X	-103.42	-5,200.31
Paycheck	06/19/2020	8727	TREVOR B. DEES	Payroll June 1-15	X	-72.76	-5,273.07
Liability ...	06/19/2020	8734	LINCOLN FINANCIAL ...	Long Term Disability CC...	X	-69.19	-5,342.26
Paycheck	06/19/2020	8720	JUSTIN T. CROW	Payroll June 1-15	X	-65.81	-5,408.07
Paycheck	06/19/2020	8718	HARIKESH SHRI-SHA...	Payroll June 1-15	X	-64.64	-5,472.71
Paycheck	06/19/2020	8723	MONICA A. MUNOZ	Payroll June 1-15	X	-51.71	-5,524.42
Check	06/19/2020	8732	RONALD D. WILSON	Reimbursement hand saniti...	X	-45.61	-5,570.03
Paycheck	06/19/2020	8715	ASHER H. LABINSKI	Payroll June 1-15	X	-30.93	-5,600.96
Paycheck	06/19/2020	8725	STELLA T.E. MANNELL	Payroll June 1-15	X	-26.78	-5,627.74
Paycheck	06/19/2020	8717	GABRIEL J. OSTI	Payroll June 1-15	X	-24.75	-5,652.49
Paycheck	06/19/2020	8716	CASSANDRA D. CON...	Payroll June 1-15	X	-24.75	-5,677.24
Paycheck	06/19/2020	8719	JOCELYN M. OSTI	Payroll June 1-15	X	-24.75	-5,701.99
Paycheck	06/19/2020	8724	NAYA K. MURDOCK	Payroll June 1-15	X	-13.39	-5,715.38
Paycheck	06/19/2020	8721	MADELINE H. LEVEQ...	Payroll June 1-15	X	-12.65	-5,728.03
Total Checks and Payments						-5,728.03	-5,728.03
Deposits and Credits - 21 items							
Check	06/19/2020	8733	Raquel Santana-Pizana	VOID: Cancellation of event...	X	0.00	0.00
Transfer	06/19/2020			Payroll recovery Jun 1-15 pl...	X	159.86	159.86
Transfer	06/19/2020			Payroll recovery June 1-15 ...	X	1,641.33	1,801.19
Transfer	06/19/2020			Prop Tax Transfer end of CY	X	7,836.06	9,637.25
Deposit	06/26/2020			Pool Deposit #1	X	69.50	9,706.75
Deposit	06/26/2020			Pool Deposit #3	X	194.50	9,901.25
Deposit	06/26/2020			DP810382	X	215.00	10,116.25
Deposit	06/26/2020			Pool Deposit #2 - cc	X	269.00	10,385.25
Deposit	06/26/2020			Pool Deposit #4	X	293.50	10,678.75
Deposit	06/26/2020			Pool Deposit #2	X	312.00	10,990.75
Deposit	06/26/2020			Pool Deposit #1 - cc	X	313.50	11,304.25
Deposit	06/29/2020			Pool Deposit #3 - cc	X	360.00	11,664.25
Deposit	06/30/2020			Pool Deposit #9 - cc	X	28.50	11,692.75
Deposit	06/30/2020			Pool Deposit #7 - cc	X	51.00	11,743.75
Deposit	06/30/2020			Pool Deposit #8 - cc	X	144.00	11,887.75
Deposit	06/30/2020			Pool Deposit #7	X	159.00	12,046.75
Deposit	06/30/2020			Pool Deposit #6	X	201.00	12,247.75
Deposit	06/30/2020			Pool Deposit #9	X	250.50	12,498.25
Deposit	06/30/2020			Pool Deposit #8	X	296.25	12,794.50
Deposit	06/30/2020			Pool Deposit #5	X	307.50	13,102.00
Deposit	06/30/2020			Pool Deposit #4,5,6 - cc	X	314.25	13,416.25
Total Deposits and Credits						13,416.25	13,416.25
Total Uncleared Transactions						7,688.22	7,688.22
Register Balance as of 07/13/2020						7,688.22	494,730.98
Ending Balance						7,688.22	494,730.98

PORT COSTA SANITARY DEPARTMENT

of the Crockett Community Services District

P.O. Box 578 - Crockett, CA 94525

Telephone (510) 787-2992

Fax (510) 787-2459

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

website: www.town.crockett.ca.us

MONTHLY SUMMARY WORKSHEET

END OF YEAR

PREPARED FOR MTG.:	7/22/20	LATEST FUND REPORT:	7/13/20

OPERATING FUND 3425			

CASH CARRIED FORWARD:	\$62,943.43	ACCRUED DEBT:	
ACTIVITY:			
CHECKS (1229-1232)	(\$5,826.40)	PYs due CVSan Dept.	\$24,233.49
Payroll recovery	(\$200.73)	Loan#2 due CVSan	\$277,963.36
Trns from Adv 060	38,952.00	Loan#3 due CVSan	\$150,000.00

CASH BALANCE:	\$95,868.30	ACCRUED DEBT:	\$452,196.85
ADV ON SUC BEG. BALANCE:	\$38,952.00		
Close CY SEC Tax	(\$38,952.00)		
Ending Balance	\$0.00		
INVESTED BEGIN. BALANCE:	\$222.54		
No activity	\$0.00		
Ending Balance	\$222.54		

FUND BALANCE:	\$96,090.84	\\san\pc\bud&fin\wrksht	

07/16/20

Reconciliation Detail

FUND 3425 - PC SANITARY - O&M, Period Ending 07/13/2020

Type	Date	Num	Name	Memo	Clr	Amount	Balance
Beginning Balance							102,117.97
Cleared Balance							102,117.97
Uncleared Transactions							
Checks and Payments - 6 Items							
Check	06/19/2020	1230	Valley Operators, L...	Monthly service WWTP May 2020	X	-4,400.00	-4,400.00
Check	06/19/2020	1231	Sierra Chemical Co...	Sodium Hypochlorite 210 gallons	X	-701.57	-5,101.57
Check	06/19/2020	1232	RedZone Robotics, ...	ICOM Maintenance plan 5/1/20-4/...	X	-680.40	-5,781.97
Transfer	06/19/2020			Payroll recovery Jun 1-15 plus .1...	X	-159.86	-5,941.83
Check	06/19/2020	1229	USBank	Alarm monitoring & postage	X	-44.43	-5,986.26
Transfer	06/19/2020			Recovery Crime and CSDA mem...	X	-40.87	-6,027.13
Total Checks and Payments						-6,027.13	-6,027.13
Total Uncleared Transactions						-6,027.13	-6,027.13
Register Balance as of 07/13/2020						-6,027.13	96,090.84
Ending Balance						-6,027.13	96,090.84

CROCKETT MAINTENANCE DEPARTMENT

of the Crockett Community Services District

P.O. Box 578 - Crockett, CA 94525

Telephone (510) 787-2992

Fax (510) 787-2459

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

website: www.town.crockett.ca.us

MONTHLY SUMMARY WORKSHEET

		END OF YEAR	
PREPARED FOR BD. MTG:	7/22/20	LATEST FUND REPORT:	7/13/20
-----		-----	
OPERATING FUND 3242		BALANCES BY CLASS	
-----		-----	
CASH CARRIED FORWARD:	\$12,034.28	MEMORIAL HALL	
ACTIVITY:		Walk Honor & P66	\$243,500.00
CHECKS and PAYMENTS		Archt. Phase1	(\$15,427.99)
Warrants (none)	\$0.00	Engnr. Phase1	(\$33,934.00)
Crime Insurance	(1.13)	Other CapX	(\$4,605.65)
		WofH P66 Balance	\$189,532.36
		Other MH O&M Bal.	\$8,210.30
DEPOSITS		BRIDGEHEAD	\$1,191.64
Prop Tax Trsf 3240	\$140.87	PLAZA/FENCES/LIGHTS	(\$182.90)
		DOGPARK COST CENTER	\$844.14
-----		-----	
CASH BALANCE:	\$12,174.02	ACCRUED DEBT:	
INVESTED (MH) BEG. BAL:	\$187,421.52	PY due REC Dept.	\$8,000.00
No activity	\$0.00	PCADVISORY due MH	\$1,170.20
INVESTED (MH) END. BAL:	\$187,421.52		
-----		-----	
FUND BALANCE:	\$199,595.54	TAXES held in 3240	\$0.00

07/16/20

Reconciliation Detail

FUND 3242 - MAINTENANCE, Period Ending 07/13/2020

Type	Date	Num	Name	Memo	Clr	Amount	Balance
Beginning Balance							199,455.80
Cleared Balance							199,455.80
Uncleared Transactions							
Checks and Payments - 1 Item							
Transfer	06/19/2020			Recovery Crime Insurance - ...	X	-1.13	-1.13
Total Checks and Payments						-1.13	-1.13
Deposits and Credits - 1 Item							
Transfer	06/19/2020			Prop Tax Transfer end of CY	X	140.87	140.87
Total Deposits and Credits						140.87	140.87
Total Uncleared Transactions						139.74	139.74
Register Balance as of 07/13/2020						139.74	199,595.54
Ending Balance						139.74	199,595.54

CROCKETT SANITARY DEPARTMENT

of the Crockett Community Services District

P.O. Box 578 - Crockett, CA 94525

Telephone (510) 787-2992

Fax (510) 787-2459

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

website: www.town.crockett.ca.us

MONTHLY SUMMARY WORKSHEET

END OF YEAR

PREPARED FOR BOARD MTG: 7-22-20

LATEST FUND REPORT: 7-13-20

OPERATING FUND 3426

CONSTRUCTION FUND 3427

CASH CARRIED FORWARD: \$161,352.32

CASH CARRIED FORWARD \$60,048.28

ACTIVITY:

ACTIVITY:

Warrants (6163-6171) (\$73,654.21)
 Payroll recov to REC (\$1,641.33)
 Wells Fargo Fees (\$5.09)
 Trs from CSD 3240 \$15,812.98
 Trs from AdvTaxes \$57,305.00
 CMS Sewer Recovery JSU: \$40,226.40
 Contractor Bond - Toto: \$1,000.00
 Cxl cks 6068 and 6162 \$70.00
 Permit fees \$120.00
 Abatement recov 2 Crok \$205.30
 Cost recovry Crime Ins. \$42.00

No activity \$0.00

CASH BALANCE: \$200,833.37

CASH BALANCE: \$60,048.28

ADV ON TAXES:

060 Prop tax Beginning \$57,305.00
 Close CY SEC TaxAc (\$57,305.00)

INVESTED BEGIN BAL.: \$894,294.96

No activity \$0.00

Ending Balance \$0.00

160 Adv Supp Prop tax \$4,117.89

No activity \$0.00

Ending Balance \$4,117.89

INVESTED BALANCE: \$894,294.96

FUND 3427 BALANCE: \$954,343.24

CAPITAL RESERVE FUND 3429

CASH CARRIED FORWARD \$265.00

ACTIVITY:

No activity \$0.00

INVESTED BEG. BALANCE: \$2,806,138.30

No activity \$0.00

Ending Balance: \$2,806,138.30

CASH BALANCE: \$265.00

INVESTED BEGIN BAL.: \$70,805.52

No activity \$0.00

FUND 3426 BALANCE: \$3,011,089.56

INVESTED BALANCE: \$70,805.52

FUND 3429 BALANCE: \$71,070.52

TAXES held in 3240: \$30,084.10

CO.charges in 3240: \$0.00

ACCURED DEBT OWED TO CVAN:

CONTRACTOR BONDS ON FILE:

PCSAN DEPT. \$452,196.85

28 contractors \$28,500.00

1:09 PM

07/16/20

CROCKETT COMMUNITY SERVICES DISTRICT
Reconciliation Detail
FUND 3426 - CV SANITARY - O&M, Period Ending 07/13/2020

Type	Date	Num	Name	Memo	Clr	Amount	Balance
Beginning Balance							3,028,913.51
Cleared Balance							3,028,913.51
Uncleared Transactions							
Checks and Payments - 11 items							
Check	06/19/2020	6164	C&H SUGAR CO.	JTP Shared Op costs May 2020	X	-60,882.96	-60,882.96
Check	06/19/2020	6166	RedZone Robotics, L...	ICOM Maintenance Plan 5/17...	X	-11,319.60	-72,202.56
Transfer	06/19/2020			Payroll recovery June 1-15 mi...	X	-1,641.33	-73,843.89
Check	06/19/2020	6163	USBank	Various admin office & padloc...	X	-532.95	-74,376.84
Liability ...	06/19/2020	6168	STATE COMPENS...	Workers Comp	X	-415.99	-74,792.83
Check	06/19/2020	6167	Alliant Insurance Se...	Crime Ins Policy	X	-212.59	-75,005.42
Liability ...	06/19/2020	6169	LINCOLN FINANCI...	Long Term Disability premium	X	-120.12	-75,125.54
Check	06/19/2020	6165	CCSDA	Membership 2020-2021	X	-100.00	-75,225.54
Check	06/19/2020		Wells Fargo Fees	Wells Fargo Fees	X	-5.09	-75,230.63
Check	06/19/2020	6171	CONTRA COSTA C...	Envrionmental Filing Fee CEQA		-50.00	-75,280.63
Check	06/19/2020	6170	CONTRA COSTA C...	Release Filing fee for Parcel ...		-20.00	-75,300.63
Total Checks and Payments						-75,300.63	-75,300.63
Deposits and Credits - 7 items							
Deposit	06/15/2020			DP809711	X	60.00	60.00
Transfer	06/19/2020			Recovery Crime Insurance - ...	X	1.13	61.13
Transfer	06/19/2020			Recovery Crime and CSDA m...	X	40.87	102.00
Transfer	06/19/2020			Prop Tax Transfer end of CY	X	15,812.98	15,914.98
Deposit	06/26/2020			DP810381Deposit	X	40,226.40	56,141.38
Deposit	06/30/2020			DP810658	X	205.30	56,346.68
Deposit	06/30/2020			Bond & Permit 20-17 - cc	X	1,060.00	57,406.68
Total Deposits and Credits						57,406.68	57,406.68
Total Uncleared Transactions						-17,893.95	-17,893.95
Register Balance as of 07/13/2020						-17,893.95	3,011,019.56
Ending Balance						-17,893.95	3,011,019.56

RESOLUTION

NO. 20/21-04

**A RESOLUTION ACCEPTING GRANT DEED AND AUTHORIZING EXECUTION OF
PURCHASE AND SALES AGREEMENT FOR THE ACQUISITION OF
HOSELKUS CHAPEL**

WHEREAS, Wilson & Kratzer Mortuaries, a California Corporation, has submitted a Purchase and Sales Agreement, along with a prepared Grant Deed, for purchase and transfer of real property identified as the Hosselkus Chapel at One Rolph Park Drive, Crockett, California (APN 354-203-002-2) to the Crockett Community Services District; and

WHEREAS, the District Board of the Crockett Community Services District desires to receive ownership of this real property for the benefit of Crockett and Port Costa residents.

NOW, THEREFORE, BE IT RESOLVED that the Purchase and Sales Agreement dated July 22, 2020 between Wilson & Kratzer Mortuaries ("Seller") and the Crockett Community Services District ("Buyer") conveying title to the Hosselkus Chapel is hereby accepted by the District Board, and the General Manager is authorized and directed to execute this Agreement on behalf of the District Board.

BE IT FURTHER RESOLVED that the interest in real property conveyed by the Grant Deed, Exhibit C in the Purchase & Sales Agreement dated July 22, 2020 from Wilson & Kratzer Mortuaries to the Crockett Community Services District, is hereby accepted by the District Board, and the General Manager is authorized and ordered to have the deed for this property, APN 354-203-002-2, recorded in the office of the Contra Costa County Recorder.

THE FOREGOING RESOLUTION was adopted at the District's Regular Meeting held on July 22, 2020 by the following vote:

AYES:

NOES:

ABSENT:

Michael Kirker, President

ATTEST:

Dale McDonald
District Secretary

PURCHASE AND SALE AGREEMENT
(Wilson & Kratzer Mortuaries)

Location: Wilson & Kratzer Mortuaries
Hosselkus Chapel
One Rolph Park Drive
Crockett, California, 94525

APN: 354-203-002-2

This AGREEMENT OF PURCHASE AND SALE ("Agreement") is made and entered into as of this 22 day of JULY, 2020 (the "**Effective Date**"), by and between CROCKETT COMMUNITY SERVICES DISTRICT, an independent California special district (the "**Buyer**"), and WILSON & KRATZER MORTUARIES, a California corporation (the "**Seller**").

This Agreement constitutes an agreement by which the Seller agrees to sell, convey, transfer and deliver to Buyer, and the Buyer agrees to purchase from the Seller, on the terms and conditions hereinafter set forth, that certain real property located in Contra Costa County, State of California and described in the "**Legal Description**" attached hereto as Exhibit A and shown on the "**Property Map**" attached hereto as Exhibit B, together with all Improvements as hereinafter defined (collectively, the "**Property**").

The terms and conditions of this Agreement are as follows:

1. Property. The Property to be acquired by Buyer from Seller under this Agreement consists of one (1) parcel totaling approximately 0.54 acres located at One Rolph Park Drive in Crockett, California and the Improvements located on the Property. Seller currently owns fee title to the Property and all of the Improvements. For purposes of this Agreement, the term "**Improvements**" shall mean and include all buildings, structures, improvements, pavement, areas improved with asphalt, concrete or similar materials, utilities and fixtures and equipment installed upon or located in or on the Property owned by Seller. For purposes of this Agreement, the term "**Property**" shall mean and include the above-referenced parcel of land, the Improvements, and all and singular estates, rights, privileges, easements and appurtenances owned by Seller and belonging or in any way appertaining to the Property. The Property, while improved, is currently vacant.

2. Acquisition. Purchase Price. The purchase price to be paid by Buyer to Seller for the Property shall be Six Hundred Fifteen Thousand Dollars and 00/100 (\$615,000.00) (the "**Purchase Price**").

a. Purchase As-Is, Where Is. **BUYER EXPRESSLY ACKNOWLEDGES AND AGREES, AND REPRESENTS AND WARRANTS TO**

SELLER, THAT BUYER WILL HAVE HAD UNTIL CLOSING TO FULLY INSPECT THE PROPERTY AND THAT BUYER IS PURCHASING THE PROPERTY "AS IS, WHERE IS", AND "WITH ALL FAULTS".

b. No Obligation to Repair. Any reports, repairs or work obtained or required by Buyer are the sole responsibility of Buyer, and Buyer agrees that there is no obligation on the part of Seller to make any changes, alterations or repairs to the Property or to cure any violations of law or to comply with the requirements of any insurer.

c. No Merger. The provisions of this Paragraph 2 shall survive the transfer of title and shall not be deemed merged into any instrument or conveyance effectuating such transfer.

3. Payment of Purchase Price. Buyer shall deposit the Purchase Price with Escrow Company August 17, 2020, subject to the terms of a separately executed Escrow Agreement with the Title Company (defined below).

4. Transfer of Title. The "**Close of Escrow**" or "**Closing**" means the date on which the Grant Deed conveying title to the Property to Buyer is recorded. The Close of Escrow shall occur on or before August 20, 2020 (the "**Closing Date**"). On or prior to the Closing Date, (i) Buyer shall deliver to Old Republic National Title Insurance Company ("**Title Company**"), for recording, the Grant Deed in the form attached hereto as Exhibit C ("**Grant Deed**"), duly executed by Buyer and Seller, acknowledged and in recordable form, and (ii) Buyer will deliver the Purchase Price to Seller in accordance with Section 3 above. Upon Seller's receipt of the Purchase Price with Buyer, Buyer will authorize the Title Company to record the Grant Deed.

5. Closing Costs. Buyer shall pay (i) all of the city, county and/or other documentary transfer stamps, taxes and/or fees; and (ii) all of Title Company's charges for the Owner's Policy which would be incurred for a standard CLTA form owner's policy. Buyer shall pay (i) any charges for extended title coverage and any title endorsements requested by Seller; and (ii) the cost of recording the Grant Deed. All other closing costs and charges shall be paid by the parties in accordance with the customary practice in Contra Costa County. Buyer and Seller shall split escrow fees.

6. Conditions to Transfer of Title.

a. Conditions to Buyer's Obligations. Buyer's obligation to consummate the transaction contemplated by this Agreement and to deposit the Purchase Price with Seller is subject to the satisfaction of the following conditions for Buyer's benefit:

(1) Review and Approval of Documents and Materials. Buyer hereby acknowledges that Buyer has had an opportunity to review, at

Buyer's sole cost and expense, and hereby approves of, all environmental reports, groundwater and soils inspection, conditions of title, zoning, surveys, all physical inspections of the Property, and all other reports or inspections Buyer has deemed necessary or appropriate in connection with this Agreement.

(2) Buyer's Title Policy. Title Company will be prepared to issue a standard coverage CLTA policy of owner's title insurance in the amount of the Purchase Price, subject only to exceptions approved by Buyer and with the endorsements required by Buyer to all exceptions shown in the preliminary title report except for monetary encumbrances, which shall be removed by Seller upon notice to Seller on or before six (6) days prior to Closing (the "**Owner's Policy**"). Seller shall remove or correct the monetary encumbrance(s) prior to Closing unless Buyer and Seller otherwise agree in writing signed by the parties.

(3) Representations, Warranties, and Covenants of Seller. Seller shall have duly performed each and every agreement to be performed by Seller hereunder and Seller's representations, warranties, and covenants set forth in this Agreement shall be true and correct in all material respects.

(4) Inspections and Studies. Buyer hereby acknowledges and agrees that Buyer has approved the results of any and all inspections, investigations, tests and studies (including, without limitation, investigations with regard to the environmental condition of the Property, zoning, building codes and other governmental regulations, architectural inspections, engineering tests, economic feasibility studies and soils, seismic and geologic reports) with respect to the Property elected or obtained by Buyer. During the term of this Agreement, Buyer, its agents, contractors and subcontractors, upon at least twenty-four (24) hours written notice to Seller, shall have the right to enter upon the Property, at reasonable times during ordinary business hours, to make any and all additional inspections and tests as may be necessary or desirable in Buyer's sole judgment and discretion, except that Buyer needs Seller's written approval for any inspection that could materially alter the physical condition of the property or create any violation of any environment requirements. Buyer shall use reasonable care and consideration in connection with any of its inspections. Buyer shall indemnify, defend and hold Seller and the Property harmless from any and all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of, or resulting from the acts or omissions of Buyer's, and/or Buyer's agents, contractors and/or subcontractors occurring during or resulting from such entry or activities upon the Property related to any such additional inspections and tests.

b. Conditions Precedent to Seller's Obligations. Seller's obligation to consummate the transaction contemplated by this Agreement is subject to the satisfaction of the following conditions for Seller's benefit:

(1) Buyer's Obligations. Buyer shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Buyer, including, but not limited to, obtaining any and all required final approvals of this Agreement from the Crockett Community Services District Board of Directors.

(2) Buyer shall be satisfied with respect to its due diligence investigation of the Property.

(3) Resolution of Acceptance. Buyer shall have delivered to Seller and to the Title Company a duly executed Resolution of Acceptance to be appended to the Grant Deed.

(4) Buyer's Representations and Warranties. All representations and warranties made by Buyer in this Agreement shall be true and correct as of the transfer of title.

7. Seller's Representations and Warranties. In consideration of Buyer entering into this Agreement, and as an inducement to Buyer to purchase the Property, Seller makes the following representations and warranties, each of which is material and is being relied upon by Buyer (and the continued truth and accuracy of which shall constitute a condition precedent to Buyer's obligations hereunder):

a. Signatories. The persons executing this Agreement, the instruments referenced herein, and any other documents executed and delivered on behalf of Seller have the full right, power and authority to do so and have been duly authorized to do so by Seller, and no other persons are required to execute this Agreement on behalf of Seller.

b. Threatened Actions. To Seller's actual knowledge, there are no actions, suits or proceedings pending against, or, to Seller's actual knowledge, threatened or affecting the Property in law or equity.

c. No Violation of Law. To the Seller's actual knowledge, there is no violation of law or governmental regulation by Seller with respect to the Property.

d. Condemnation. To Seller's actual knowledge, there are no pending, or, to the best of Seller's actual knowledge, threatened proceedings in eminent domain or otherwise, which would affect the Property or any portion thereof.

e. Compliance with Law. To Seller's actual knowledge, all laws, ordinances, rules, and requirements and regulations of every governmental agency, body, or subdivision thereof bearing on the Property have been complied with by Seller.

f. Agreements. Seller is not a party to any agreement (whether oral or written) affecting or relating to the right of any party with respect to the possession of the Property, or any portion thereof, which are obligations which will affect the Property or any portion thereof subsequent to the recordation of the Grant Deed, except as may be reflected in the Preliminary Title Report or previously disclosed to Buyer in writing.

g. Documents. To Seller's actual knowledge, all documents delivered to Buyer pursuant to this Agreement are true and complete copies of originals, without any representation or warranty as to the contents or accuracy thereof.

h. Occupancy Agreements. To Seller's actual knowledge, there are no leases, subleases, occupancies or tenancies in effect pertaining to the Property, except as noted above in Section 1, and Seller has no knowledge of any oral agreements with anyone, including tenants, with respect to the occupancy of the Property, except as may be reflected in the Preliminary Title Report or previously disclosed to Buyer in writing.

g. The truth and accuracy of Seller's representations and warranties made herein shall survive the consummation of the transaction contemplated by this Agreement for a period of twelve (12) months.

8. Buyer's Representations and Warranties. In consideration of Seller entering into this Agreement, and as an inducement to Seller to sell the Property to Buyer, Buyer makes the following representations and warranties, each of which is material and is being relied upon by Seller (the continued truth and accuracy of which shall constitute a condition precedent to Seller's obligations hereunder):

a. Buyer is a California Special District, duly formed, validly existing and in good standing under the laws of the State of California.

b. Buyer has the full right, power and authority to enter into this Agreement and the instruments referenced herein; and to consummate the transactions contemplated hereby.

c. The persons executing this Agreement, the instruments referenced herein, and any other documents executed and delivered on behalf of Buyer have the full right, power and authority to do so and have been duly authorized to do so by Buyer, and no other persons are required to execute this Agreement on behalf of Buyer.

d. This Agreement has been, and all documents executed by Buyer under this Agreement which are to be delivered to Seller will be, duly authorized, executed, and delivered by Buyer, and as to all documents to be executed by Buyer, will be, legal, valid, and binding obligations of Buyer, and do not and will not violate any provisions of any agreement, applicable law, or judicial order to which Buyer is a party or to which it is subject.

e. Buyer has been given a sufficient opportunity to inspect the Property and has obtained and examined such information and documentation affecting the Property as Buyer has deemed necessary or appropriate.

f. In making and executing this Agreement, Buyer has not relied upon or been induced by any statements or representations of the Seller of any or of any information provided by the Seller to Buyer regarding the Property other than the representations and warranties of Seller set forth herein.

9. Damage or Condemnation Prior to Transfer.

a. Material Damage or Destruction. In the event of material damage to or destruction of the Property prior to the transfer of title, Buyer shall accept the Property in its damaged condition, and Seller shall assign all of Seller's insurance proceeds and Buyer shall receive a credit against the Purchase Price for the amount of any unpaid insurance deductible; provided, however, that if as result of any casualty, the Property sustains damage in excess of \$50,000.00 of the replacement cost of the Property, then Buyer can elect to either: either (i) to terminate this Agreement within fifteen (15) days of such damage or destruction, or (ii) to accept the Property in its then condition and to proceed with the transfer of title, in which event, Buyer shall be entitled to receive an assignment of all of Seller's rights to any insurance proceeds payable by reason of such damage or destruction. If Buyer elects to proceed under clause (ii) above, Seller shall not compromise, settle or adjust any claims to such proceeds without Buyer's prior written consent.

b. Eminent Domain. In the event that prior to the transfer of title, all or any material portion of the Property is subject to a taking or a threatened taking by a public authority, Buyer shall have the right, but not the obligation, exercisable by giving notice to Seller within fifteen (15) days after receiving knowledge of such taking, either (i) to terminate this Agreement, in which case no party shall have any further rights or obligations hereunder, or (ii) to accept the Property in its then condition and to proceed with the transfer of title without an abatement or reduction in the Purchase Price, in which case Buyer shall be entitled to receive an assignment of all of Seller's rights to any condemnation award payable by reason of such taking. If Buyer elects to proceed under clause (ii) above, Seller shall not compromise, settle or adjust any claims to such award without Buyer's prior written consent.

c. Non-Material Taking or Damage. In the event that prior to the transfer of title, any non-material portion of the Property is damaged, destroyed or subject to a taking or a threatened taking by a public authority, Buyer shall accept the Property in its then condition and proceed with the transfer of title without any abatement or reduction in the Purchase Price, in which case Buyer shall be entitled to receive an assignment of all of Seller's rights to (i) any applicable insurance proceeds; and/ or (ii) any condemnation award payable by reason of such taking. In the event of any such non-material damage, destruction or taking, Seller shall not compromise, settle or adjust any claims to such award without Buyer's prior written consent.

10. Legal Fees. In the event of any action between Buyer and Seller seeking enforcement of any of the terms and conditions to this Agreement, or otherwise in connection with the Property, the prevailing party in such final, non-appealable action, whether by fixed judgment or settlement, shall be entitled to recover its reasonable attorneys' fees, court costs and expert witness fees.

11. Assignment. This Agreement may not be assigned by either party, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

12. Miscellaneous.

a. Survival of Covenants. The covenants, representations and warranties of both Buyer and Seller set forth in this Agreement shall survive the recordation of the Grant Deed, unless provided otherwise.

b. Required Actions. The parties each agree to execute such instruments and documents and to diligently undertake such actions as may be reasonably required in order to consummate the purchase and sale herein contemplated and shall use their best efforts to transfer title to the Property in accordance with the provisions hereof.

c. Time of Essence. Time is of the essence of each and every term, condition, obligation, and provision hereof.

d. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

e. Captions. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

f. Real Estate Commissions; Brokerage Fees; Indemnity. Neither Buyer nor Seller has engaged the services of a real estate agent or broker for the purchase and sale of the Property. Buyer and Seller each agree to indemnify and save harmless the other party from and against all claims, costs, liabilities and expense (including court costs and reasonable attorneys' fees) incurred by any other party as a result of a claim of representation.

g. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties hereto, to any person or entity other than the parties hereto.

h. Exhibits and Schedules. The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference.

i. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

j. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the principles governing conflicts of laws. Venue for any action arising under this Agreement shall be in the Superior Court of Contra Costa County, and buyer expressly waives any potential ability to transfer venue pursuant to California Code of Civil Procedure section 394.

k. Fees and Other Expenses. Except as otherwise provided herein, each of the parties shall pay its own fees and expenses in connection with this Agreement.

l. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

m. Severability. In the event that any provision of this Agreement or the application thereof becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

n. Computation of Time. The time in which any act is to be done under this Agreement is computed by excluding the first day, and including the last day, unless the last day is a holiday or Saturday or Sunday, in which case the time shall be extended to the next business day.

o. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against any party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

p. Conflicts of Interest. No member, official or employee of the parties shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested.

q. Gender and Number. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

13. Entire Agreement, Waivers and Amendments.

a. This Agreement shall be executed in two (2) duplicate originals each of which is deemed to be an original. This Agreement and its attached Exhibits shall constitute the entire understanding and agreement of the parties.

b. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all (or any part of or any interest in) the Property. This Agreement and all documents incorporated herein contain the entire understanding among the parties hereto relating to the transactions contemplated herein and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written.

c. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the parties, and all amendments hereto must be in writing and signed by the appropriate authorities of the parties to be bound thereby.

d. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. The signature page of this Agreement may be detached from and added to any counterpart of this Agreement identical in form.

e. The General Manager, or designee, on behalf of Buyer, and the Representative of Wilson & Kratzer Mortuaries, or designee, on behalf of Seller, are each authorized to make such non-substantive changes to this Agreement or the documents and instruments attached to this Agreement as may be necessary or appropriate to effectuate this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

"SELLER"

"BUYER"

WILSON & KRATZER MORTUARIES

CROCKETT COMMUNITY SERVICES DISTRICT,
a California Special District

By: _____

By: _____
Dale McDonald, General Manager

Attest:
By: _____

Approved as to form:

By: _____
Rachel Hundley, District Counsel

EXHIBIT A

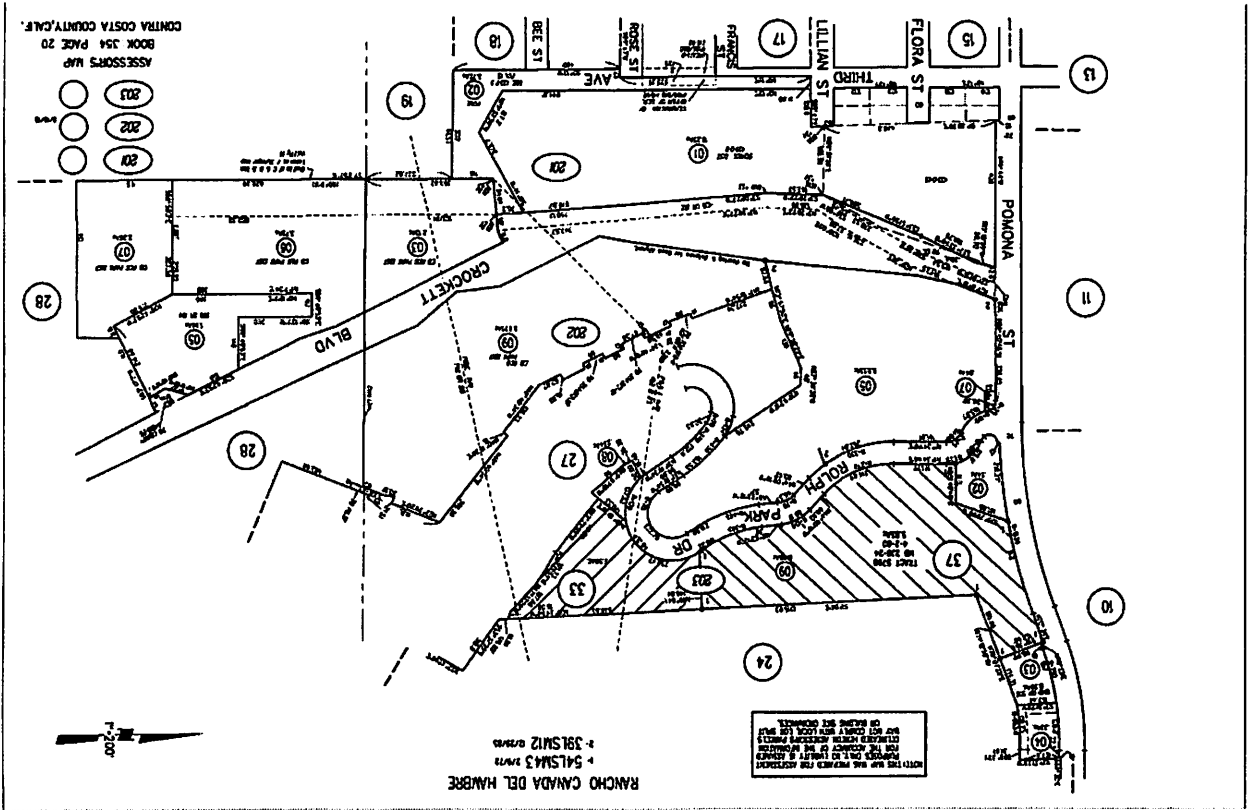
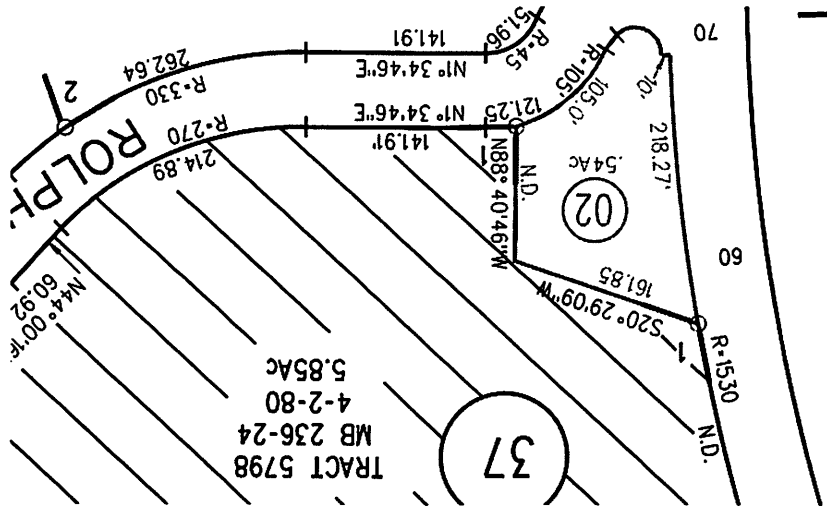
LEGAL DESCRIPTION

Portion of the Rancho Canada Del Sambre, Northern Part, described as follows:

Commencing on the South line of the County Road known as Pomona Street, distant thereon South 88° 40' 46" East (the bearing of said line being taken as South 88° 40' 46" East for the purpose of this description), 383.04 feet from a concrete monument on the West line of the 40 feet in width strip of land described in the deed from California and Hawaiian Sugar Refining Corporation, Limited to Contra Costa County, dated February 2, 1937, and recorded February 18, 1937, in Volume 435 of Official Records, at Page 212; thence from said point of commencement along said South line South 88° 40' 46" East, 56.39 feet, North 1° 13' 14" East, 10 feet and Easterly along the arc of a curve to the left with a radius of 1530 feet, the center of which bears North 1° 19' 14" East, an arc distance of 49.98 feet to a point from which the center of said curve bears North 0° 33' 04" West and the actual point of beginning of the herein described parcel of land, said point of beginning being at the Northerly terminus of the East line of Rolph Park Drive, as designated on the map of Tract No. 2388, which map was filed in the Office of the Recorder of the County of Contra Costa, State of California, on March 14, 1956, in Volume 63 of Maps, at Page 3; thence from said point of beginning along the South line of Pomona Street, continuing along the arc of said curve to the left with a radius of 1530 feet, an arc distance of 218.27 feet to a point from which the center of said curve bears North 8° 43' 29" West; thence South 20° 29' 09" West, 151.85 feet; thence North 86° 40' 46" West to a point on the East line of Rolph Park Drive, as designated on said map of Tract No. 2388; thence along said East line as follows; Northwesterly along the arc of a curve to the left with a radius of 105 feet to a point from which the center of said curve bears South 25° 26' 06" West; Northwesterly along the arc of a reverse curve to the right with a radius of 45 feet, the center of which bears North 25° 26' 06" East, an arc distance of 12.43 feet to a point from which the center of the last curve bears North 41° 15' 41" East; Northwesterly, Northerly and Northeasterly along the arc of a compound curve to the right with a radius of 20-feet, the center of which bears North 41° 15' 41" East, an arc distance of 48.24 feet to a point from which the center of the last curve bears South 0° 33' 04" East; thence North 0° 33' 04" West, 10 feet to the point of beginning.

APN 354-203-002-2

PROPERTY MAP
 EXHIBIT B
 Purchase & Sale Agreement - Hosselkus Chapel



PROPERTY MAP
 EXHIBIT B

EXHIBIT C

GRANT DEED

[BEHIND THIS PAGE]

EXHIBIT C

RECORDING REQUESTED BY,)
MAIL TAX STATEMENT TO)
AND WHEN RECORDED MAIL TO:)
)
Crockett Community Services District)
P.O. Box 578)
Crockett, CA 94525)
ATTN: General Manager)

This document is exempt from payment of a recording fee pursuant to Government Code Section 27383

GRANT DEED

APN: 354-203-002-2

For valuable consideration, receipt of which is hereby acknowledged, WILSON & KRATZER MORTUARIES ("Seller"), hereby grants to, the CROCKETT COMMUNITY SERVICES DISTRICT, a Special District organized and existing under the Constitution and laws of the State of California (the "District"), the real property hereinafter referred to as the "Parcel," described in Exhibit A attached hereto and incorporated herein, subject to (a) any lien to secure payment of real estate taxes and assessments; (b) the existing easements, restrictions and covenants of record described therein; (c) all applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, zoning and land use) affecting the development, use, occupancy or enjoyment of the Parcel; and (d) all matters which would be apparent from an inspection, or disclosed by the Survey.

The Parcel is conveyed in accordance with and subject to the Purchase and Sale Agreement entered into between the District and Seller dated July 22, 2020 ("Agreement"), a copy of which is on file with the District at its offices as a public record and which is incorporated herein by reference.

SELLER:

WILSON & KRATZER MORTUARIES

By: _____
Viki K. Blinderman,
Vice President and Secretary

DISTRICT:

**CROCKETT COMMUNITY SERVICES
DISTRICT, a California Special District**

By: _____
Dale McDonald, General Manager

ATTEST:

APPROVED AS TO FORM:

By: _____
Rachel Hundley, District Counsel

RESOLUTION

NO. 20/21-05

AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT SALE AGREEMENT, AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS IN CONNECTION WITH THE FINANCING AND REFINANCING OF SEWER SYSTEM IMPROVEMENTS

WHEREAS, the Crockett Community Services District (the "District") is a community services district duly organized and existing under and pursuant to the laws of the State of California; and

WHEREAS, the District is authorized by the laws of the State of California to acquire certain property for its public purposes and to finance and refinance the acquisition and construction of certain property and facilities through the execution of installment purchase contracts; and

WHEREAS, the District desires to provide for financing in the approximate amount of \$647,500.00 for the acquisition of certain real property (the "Project"); and

WHEREAS, the District desires to refinance that certain Installment Sale Agreement dated July 17, 2006 (the "Prior Agreement") between Municipal Finance Corporation (the "Corporation") and the District; and

WHEREAS, the Corporation has proposed to enter into an Installment Sale Agreement (the "Installment Sale Agreement") with the District to finance the Project and refinance the Prior Agreement; and

WHEREAS, the Corporation intends to assign without recourse certain of its rights under the Installment Sale Agreement to First Foundation Bank (the "Bank"), pursuant to an Assignment Agreement between the Corporation and the Bank; and

WHEREAS, in accordance with California Government Code Section 5852.1, the Board of Directors has obtained and disclosed in the information set forth in Exhibit A hereto;

NOW, THEREFORE, it is resolved by the Board of Directors of the Crockett Community Services District as follows:

SECTION 1. Installment Sale Agreement. The form of Installment Sale Agreement submitted to this meeting, on file with the Secretary, and made a part hereof as though set forth herein is hereby approved. The President of the Board of Directors, the General Manager or a designee in writing (each, an "Authorized Officer") is hereby authorized to execute and deliver the Installment Sale Agreement with the Corporation to finance the Project and refinance the Prior Agreement, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, with the advice and approval of District Counsel, and the execution thereof by an Authorized Officer shall be conclusive evidence of such approval. In connection therewith, the District approves the execution and delivery of the Installment Sale Agreement so long as the interest rate of the Series A Installment Payments (as defined in the Installment Sale

Agreement) does not exceed 2.75%, the principal amount of the Series A Installment Payments does not exceed \$290,843.55 and the maturity of the Series A Installment Payments does not exceed August 20, 2026 and so long as the interest rate of the Series B Installment Payments (as defined in the Installment Sale Agreement) does not exceed 3.25%, the principal amount of the Series B Installment Payments does not exceed \$647,500.00 and the maturity of the Series B Installment Payments does not exceed August 20, 2040.

SECTION 2. Authorization to Establish Project Fund. The Board of Directors hereby authorizes and directs the President of the Board, the General Manager or a designee in writing to make appropriate arrangements to establish a special fund into which the proceeds of the financing are deposited for the purpose of paying the costs of the Project.

SECTION 3. Other Actions. The President of the Board of Directors, the General Manager and other officers of the District are each hereby authorized and directed, jointly and severally, to take any and all actions and to execute and deliver any and all documents, agreements and certificates which they may deem necessary or advisable in order to carry out, give effect to and comply with the terms of this Resolution and the Installment Sale Agreement. Such actions are hereby ratified, confirmed and approved.

SECTION 4. Qualified Tax-Exempt Obligations. The Installment Sale is hereby designated as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The District, together with all subordinate entities of the District, do not reasonably expect to issue during the calendar year in which the Installment Sale is issued more than \$10,000,000 of obligations which it could designate as "qualified tax-exempt obligations" under Section 265(b) of the Code.

SECTION 5. Effect. This Resolution shall take effect immediately upon its passage.

PASSED, APPROVED AND ADOPTED this 22nd day of July, 2020, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Approved:

Michael Kirker, President of the Board

Attest:

Dale McDonald, Secretary of the Board

EXHIBIT A

GOVERNMENT CODE SECTION 5852.1 DISCLOSURE

The following information consists of estimates that have been provided by the Corporation, which have been provided to the District in good faith:

Series A Installment Payments

- (A) True interest cost of the Lease: 2.75%
- (B) Finance charge of the Lease (sum of all costs of issuance and fees/charges paid to third parties): \$3,500.00
- (C) Net proceeds to be received (net of finance charges, reserves and capitalized interest, if any): \$287,343.55
- (D) Total payment amount through maturity: \$317,488.20

Series B Installment Payments

- (A) True interest cost of the Lease: 3.25%
- (B) Finance charge of the Lease (sum of all costs of issuance and fees/charges paid to third parties): \$27,500.00
- (C) Net proceeds to be received (net of finance charges, reserves and capitalized interest, if any): \$620,000.00
- (D) Total payment amount through maturity: \$885,643.20



MUNICIPAL FINANCE CORPORATION

2945 Townsgate Road, Suite 200
Westlake Village, CA 91361
Telephone (805) 719-1235
www.munifinance.com

TERM SHEET

Municipal Finance Corporation hereby submits an installment purchase financing proposal in accordance with the terms and conditions set forth below.

Date:	June 30, 2020
Purchaser:	Crockett Community Services District (the "District")
Seller:	Municipal Finance Corporation (the "Corporation")
Financing Type:	Sewer Revenue Installment Purchase Agreement
Purpose:	The purpose of this transaction is to finance the District's acquisition of real property.
Financing Amount:	Estimated at \$647,500, comprised of \$620,000 in property acquisition proceeds and \$27,500 for costs of issuance.
Financing Term:	Twenty (20) years with equal semi-annual payments of principal and interest (payment schedule attached).
Interest Rate:	3.25%, locked through an expected closing date of August 20, 2020.
Costs of Issuance:	\$27,500 to cover loan arrangement and documentation fees.
Bank Qualified:	This proposal is subject to the District qualifying the financing pursuant to Section 265(b) of the Internal Revenue Code. This requires the District to issue no more than \$10,000,000 in tax-exempt financings in total during calendar year 2020.
Prepayment Option:	The District shall have the right to prepay the installment payments in whole on any installment payment date commencing on the eighth anniversary of the closing date. A 1% prepayment premium shall apply.
Security:	The Installment Purchase Agreement shall be secured by a pledge of the net revenues of the sewer system of the District. The District shall covenant to maintain rates and charges so as to generate revenues

equal to at least 115% of debt service each fiscal year, although the balance in a rate stabilization fund shall be considered revenues for purposes of the net revenue computation.

Documentation/Credit:

Preparation of documents will be the responsibility of the Corporation. Closing the Installment Purchase Agreement is subject to favorable credit review and completion of documentation to the satisfaction of the Corporation and its assignee.

Proposal Acceptance:

This proposal is good for an acceptance by the District no later than July 7, 2020. Acceptance of this financing proposal is subject to approval of the District's governing body. The District shall incur no costs if the governing body elects not to approve this proposal.

Upon acceptance of this financing proposal, Municipal Finance Corporation shall use its best efforts to secure a credit approval in a timely fashion and otherwise to faithfully meet the requirements of this proposal. If this proposal is acceptable to the Crockett Community Services District, please sign below and return to my attention at your earliest convenience.


We look forward to the opportunity to be of service to the Crockett Community Services District.

Sincerely,

Proposal Accepted By:
Crockett Community Services District



Stefan Morton
Vice President

By 
DALE McDONALD, GENERAL MANAGER
Date 7/2/2020

Payments: Semi-annually in arrears


3.25%

PMT #	Due Date	Installment Payment	To Principal	To Interest	Prepayment Option
1		\$22,141.08	\$11,619.20	10,521.88	
2		22,141.08	11,808.02	10,333.06	
3		22,141.08	11,999.90	10,141.18	
4		22,141.08	12,194.90	9,946.18	
5		22,141.08	12,393.06	9,748.02	
6		22,141.08	12,594.45	9,546.63	
7		22,141.08	12,799.11	9,341.97	
8		22,141.08	13,007.10	9,133.98	
9		22,141.08	13,218.46	8,922.62	
10		22,141.08	13,433.26	8,707.82	
11		22,141.08	13,651.55	8,489.53	
12		22,141.08	13,873.39	8,267.69	
13		22,141.08	14,098.83	8,042.25	
14		22,141.08	14,327.94	7,813.14	
15		22,141.08	14,560.77	7,580.31	
16		22,141.08	14,797.38	7,343.70	441,493.91
17		22,141.08	15,037.84	7,103.24	426,305.69
18		22,141.08	15,282.20	6,858.88	410,870.67
19		22,141.08	15,530.54	6,610.54	395,184.82
20		22,141.08	15,782.91	6,358.17	379,244.08
21		22,141.08	16,039.38	6,101.70	363,044.31
22		22,141.08	16,300.02	5,841.06	346,581.29
23		22,141.08	16,564.90	5,576.18	329,850.74
24		22,141.08	16,834.08	5,307.00	312,848.32
25		22,141.08	17,107.63	5,033.45	295,569.61
26		22,141.08	17,385.63	4,755.45	278,010.13
27		22,141.08	17,668.14	4,472.94	260,165.30
28		22,141.08	17,955.25	4,185.83	242,030.50
29		22,141.08	18,247.02	3,894.06	223,601.01
30		22,141.08	18,543.54	3,597.54	204,872.04
31		22,141.08	18,844.87	3,296.21	185,838.72
32		22,141.08	19,151.10	2,989.98	166,496.11
33		22,141.08	19,462.31	2,678.77	146,839.17
34		22,141.08	19,778.57	2,362.51	126,862.82
35		22,141.08	20,099.97	2,041.11	106,561.85
36		22,141.08	20,426.59	1,714.49	85,930.99
37		22,141.08	20,758.53	1,382.55	64,964.88
38		22,141.08	21,095.85	1,045.23	43,658.07
39		22,141.08	21,438.66	702.42	22,005.02
40		22,141.08	21,787.15	353.93	0.00

TOTALS: \$885,643.20 \$647,500.00 \$238,143.20

CROCKETT COMMUNITY SERVICES DISTRICT

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

TO: Board of Directors
FROM: General Manager 
SUBJECT: Refinance Crockett Sanitary 2006 Installment Sale Agreement
DATE: July 15, 2020

During investigation of financing options for the purchase of the Hosselkus Chapel, Municipal Finance Corporation suggested there may be an opportunity to refinance the 2006 loan with City National Bank on a consolidated basis with the real property financing.

Savings presented in the attached Term Sheet are about \$1,194 per semi-annual payment but the refinance simplifies administration as well as parity debt issues. After costs of issuance and prepayment premium, the total savings by refinancing would be \$7,980.

The proposed refinance follows our Debt Management Policy as the refinancing of outstanding debt will produce savings and realize other benefits of a debt restructuring.

ACTION

If resolution authorizing installment sales agreement with Municipal Finance Corporation to fund property acquisition of Hosselkus Chapel was approved by the Board, then staff recommends that the enclosed Term-Sheet for refinance be accepted.



MUNICIPAL FINANCE CORPORATION

2945 Townsgate Road, Suite 200
Westlake Village, CA 91361
Telephone (805) 719-1235
www.munifinance.com

TERM SHEET

Municipal Finance Corporation hereby submits an installment purchase financing proposal in accordance with the terms and conditions set forth below.

Date: July 15, 2020

Purchaser: Crockett Community Services District (the "District")

Seller: Municipal Finance Corporation (the "Corporation")

Financing Type: Sewer Revenue Installment Purchase Agreement

Purpose: The purpose of this transaction is to refinance the District's 2006 Installment Sale Agreement.

Financing Amount: Estimated at \$290,843.52, comprised of \$284,498.53 principal balance of the 2006 Installment Sale Agreement, \$2,844.99 prepayment premium and \$3,500 in costs of issuance.

Financing Term: Six (6) years with equal semi-annual payments of principal and interest (payment schedule attached).

Interest Rate: 2.75%, locked through an expected closing date of August 11, 2020.

Costs of Issuance: \$3,500 to cover loan arrangement and documentation fees.

Bank Qualified: This proposal is subject to the District qualifying the financing pursuant to Section 265(b) of the Internal Revenue Code. This requires the District to issue no more than \$10,000,000 in tax-exempt financings in total during calendar year 2020.

Prepayment Option: The District shall have the right to prepay the installment payments in whole on any installment payment date commencing on the fourth anniversary of the closing date. A 1% prepayment premium shall apply.

Security: The Installment Purchase Agreement shall be secured by a pledge of the net revenues of the sewer system of the District. The District shall

covenant to maintain rates and charges so as to generate revenues equal to at least 115% of debt service each fiscal year, although the balance in a rate stabilization fund shall be considered revenues for purposes of the net revenue computation.

Documentation/Credit:

Preparation of documents will be the responsibility of the Corporation. Closing the Installment Purchase Agreement is subject to favorable credit review and completion of documentation to the satisfaction of the Corporation and its assignee.

Proposal Acceptance:

This proposal is good for an acceptance by the District no later than July 22, 2020. Acceptance of this financing proposal is subject to approval of the District's governing body. The District shall incur no costs if the governing body elects not to approve this proposal.

Upon acceptance of this financing proposal, Municipal Finance Corporation shall use its best efforts to secure a credit approval in a timely fashion and otherwise to faithfully meet the requirements of this proposal. If this proposal is acceptable to the Crockett Community Services District, please sign below and return to my attention at your earliest convenience.

We look forward to the opportunity to be of service to the Crockett Community Services District.

Sincerely,



Stefan Morton
Vice President

Proposal Accepted By:
Crockett Community Services District

By _____

Date _____

284,498.53 Principal Balance
 2,844.99 1% Premium
 3,500.00 Fee
 290,843.52 Total

Payments: Semi-annually in arrears

2.75%

PMT #	Due Date	Installment Payment	To Principal	To Interest
1	2/11/21	\$26,457.35	\$22,458.25	3,999.10
2	8/11/21	26,457.35	22,767.05	3,690.30
3	2/11/22	26,457.35	23,080.10	3,377.25
4	8/11/22	26,457.35	23,397.45	3,059.90
5	2/11/23	26,457.35	23,719.17	2,738.18
6	8/11/23	26,457.35	24,045.30	2,412.05
7	2/11/24	26,457.35	24,375.93	2,081.42
8	8/11/24	26,457.35	24,711.10	1,746.25
9	2/11/25	26,457.35	25,050.87	1,406.48
10	8/11/25	26,457.35	25,395.32	1,062.03
11	2/11/26	26,457.35	25,744.51	712.84
12	8/11/26	26,457.35	26,098.50	358.85
TOTALS:		<u>\$317,488.20</u>	<u>\$290,843.55</u>	<u>\$26,644.65</u>

INSTALLMENT SALE AGREEMENT

This Installment Sale Agreement dated August 1, 2020 (this "Agreement") is entered into by and between and CROCKETT COMMUNITY SERVICES DISTRICT, a community services district duly organized under the laws of the State of California (the "District"), and MUNICIPAL FINANCE CORPORATION, a corporation duly organized under the laws of the State of California (the "Corporation");

WITNESSETH:

WHEREAS, the District is authorized by the laws of the State of California to acquire and improve real property and to finance and refinance the acquisition and construction of real property through the execution of installment contracts; and

WHEREAS, the District proposes to refinance that certain Installment Sale Agreement dated July 17, 2006 between the District and the Corporation (the "Prior Agreement") for the purpose of refinancing the acquisition and construction of certain improvements as more particularly described in Exhibit A hereto (the "2006 Project"); and

WHEREAS, the District further proposes to finance the acquisition of certain real property more particularly described in Exhibit A hereto (the "2020 Project"); and

WHEREAS, the Corporation has agreed to assist the District in refinancing the 2006 Project and financing the 2020 Project; and

WHEREAS, the District and the Corporation have duly authorized the execution of this Agreement; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into this Agreement do exist, have happened and have been performed in regular and due time, form and manner required by law, and the parties hereto are now duly authorized to execute and enter into this Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

ARTICLE I**DEFINITIONS AND EXHIBITS;
AUTHORIZATION OF PARTIES**

Section 1.01. Definitions. The following terms will have meanings indicated below unless the context clearly requires otherwise:

Accountant's Report

The term "Accountant's Report" means a report signed by an Independent Certified Public Accountant.

Agreement

The term "Agreement" means this Installment Sale Agreement, dated as of August 1, 2020, by and between the District and the Corporation, as originally executed and as it may from time to time be amended or supplemented in accordance herewith.

Applicable Law

The term "Applicable Law" means (a) all applicable common law and principles of equity and (b) all applicable provisions of all (i) constitutions, statutes, rules, regulations and orders of all Governmental Authorities, (ii) Applicable Environmental Laws, (iii) applicable seismic building code requirements at the time of construction, and (iv) orders, decisions, judgments, writs, injunctions and decrees of all courts (whether at law or in equity) and arbitrators.

Applicable Environmental Laws

The term "Applicable Environmental Laws" means and shall include, but shall not be limited to, the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 USC Sections 9601 *et seq.*; the Resource Conservation and Recovery Act ("RCRA"), 42 USC Sections 6901 *et seq.*; the Federal Water Pollution Control Act, 33 USC Sections 1251 *et seq.*; the Clean Air Act, 42 USC Sections 7401 *et seq.*; the California Hazardous Waste Control Law ("HWCL"), California Health & Safety Code Sections 25100 *et seq.*; the Hazardous Substance Account Act ("HSAA"), California Health & Safety Code Sections 25300 *et seq.*; the Porter-Cologne Water Quality Control Act (the "Porter-Cologne Act"), California Water Code Sections 1300 *et seq.*; the Air Resources Act, California Health & Safety Code Sections 3900 *et seq.*; the Safe Drinking Water & Toxic Enforcement Act, California Health & Safety Code Sections 25249.5 *et seq.*; and the regulations under each thereof; and any other local, state, and/or federal laws or regulations, whether currently in existence or hereafter enacted, that govern:

- (a) the existence, cleanup, and/or remedy of contamination on property;
- (b) the protection of the environment from spilled, deposited, or otherwise emplaced contamination;
- (c) the control of hazardous wastes; or
- (d) the use, generation, transport, treatment, removal, or recovery of Hazardous Substances, including building materials.

Assignee

The term "Assignee" means First Foundation Bank, and its successors and assigns.

Closing Date

The term "Closing Date" means the date on which the Corporation deposits with the District the funds required to be deposited by Section 3.01 of this Agreement.

Contracts

The term "Contracts" means the two loans between the Crockett-Valona Sanitary District and the California Water Resources Control Board, this Agreement and any amendments and supplements hereto, and all contracts, bonds and other obligations of the District authorized and executed by the District, the Installment Payments which are on a parity with the Series 2020 Installment Payments and which are secured by a pledge and lien on the Revenues.

Corporation

The term "Corporation" means Municipal Finance the Corporation, a California corporation, and its successors and assigns.

Debt Service

The term "Debt Service" means, for any period of calculation, the maximum sum obtained for the current or any future Fiscal Year during the term of this Agreement by totaling the following amounts for such Fiscal Year:

(a) the aggregate amount of the Series 2020 Installment Payments coming due and payable in such Fiscal Year pursuant hereto;

(b) the principal amount of all outstanding Contracts (if any) coming due and payable by their terms in such Fiscal Year; and

(c) the amount of interest which would be due during such Fiscal Year on the aggregate principal amount of Contracts which would be outstanding in such Fiscal Year if such Contracts are retired as scheduled, but deducting and excluding from such aggregate amount the amount of any such Contracts already retired.

Default Rate

The term "Default Rate" means the then-existing interest rate plus 6% per annum.

Determination of Taxability

The term "Determination of Taxability" means and shall be deemed to have occurred on the first to occur of the following:

(a) on that date when the District files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability shall have occurred;

- (b) on the date when the Assignee notifies the District that it has received a written opinion from Bond Counsel to the effect that an Event of Taxability has occurred, which notice shall be accompanied by a copy of such opinion of Bond Counsel, unless, within 180 days after receipt by the District of such notification and copy of such opinion from the Assignee, the District shall deliver to the Assignee a ruling or determination letter issued to or on behalf of the District by the Commissioner or any District Director of the Internal Revenue Service (or any other governmental official exercising the same or a substantially similar function from time to time) to the effect that, after taking into consideration such facts as form the basis for the opinion that an Event of Taxability has occurred, an Event of Taxability shall not have occurred;
- (c) on the date when the District shall be advised in writing by the Commissioner or any District Director of the Internal Revenue Service (or any other government official or agent exercising the same or a substantially similar function from time to time) that, based upon any review or audit or upon any other ground whatsoever, an Event of Taxability has occurred; or
- (d) on that date when the District shall receive notice from the Assignee that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed the interest component of the Installment Payments as includable in the gross income of the Assignee due to the occurrence of an Event of Taxability;

provided, however, that no Determination of Taxability shall occur under subparagraph (c) or subparagraph (d) above unless the District has been afforded the opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined; *provided further, however*, that upon demand from the Assignee, the District shall reimburse the Assignee for any payments, including any taxes, interest, penalties or other charges, such Assignee shall be obligated to make as a result of the Determination of Taxability.

District

The term "District" means Crockett Community Services District, a community services district duly organized and existing under and by virtue of the laws of the State of California.

Event of Default

The term "Event of Default" means an event described in Section 8.01.

Event of Taxability

The term "Event of Taxability" means, with respect to this Agreement, (1) the application of the proceeds of this Agreement in such a manner that this Agreement becomes an "arbitrage bond" within the meaning of Code Sections 103(b)(2) and 148, and with the result that interest components of the Series 2020 Installment Payments are or become includable in the Assignee's gross income (as defined in Code Section 61); or (2) if as the result of any act, failure to act or use of the proceeds of this Agreement or any

misrepresentation or inaccuracy in any of the representations, warranties or covenants contained in this Agreement by the District or the enactment of any federal legislation or the promulgation of any federal rule or regulation after the date of this Agreement, the interest component of Series 2020 Installment Payments is or becomes includable in the Assignee's gross income (as defined in Code Section 61); and (3) the District does not undertake any remedial action afforded to it by the Internal Revenue Service.

Fiscal Year

The term "Fiscal Year" means the period beginning on July 1 of each year and ending on the last day of June of the subsequent year, or any other twelve-month period selected and designated as the official Fiscal Year of the District.

Governmental Authority

The term "Governmental Authority" means any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, district or other instrumentality of any governmental entity or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government, or any arbitrator, mediator or other person with authority to bind a party at law.

Hazardous Substance

The term "Hazardous Substance" means any substance that shall, at any time, be listed as "hazardous" or "toxic" in any Applicable Environmental Law or that has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated under Applicable Environmental Laws; and also means, without limitation, raw materials, building components, the products of any manufacturing, or other activities on the Project, wastes, petroleum, and source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954, as amended (42 USC Sections 3011 et seq.).

Independent Certified Public Accountant

The term "Independent Certified Public Accountant" means any firm of certified public accountants appointed by the District, and each of whom is independent pursuant to the Statement on Auditing Standards No. 1 of the American Institute of Certified Public Accountants.

Installment Payment Date; Series 2020 Installment Payment Date

The term "Installment Payment Date" means any date on which Installment Payments are scheduled to be paid by the District under and pursuant to any Contract. The term "Series 2020 Installment Payment Date" means the date on which Installment Payments are scheduled to be paid by the District under and pursuant to this Agreement.

Installment Payments; Series 2020 Installment Payments

The term "Installment Payments" means the installment payments of interest and principal scheduled to be paid by the District under and pursuant to the Contracts. The term "Series 2020 Installment Payments" means, collectively, the Series A Installment Payments and Series B Installment Payments scheduled to be paid by the District under and pursuant to this Agreement.

Material Adverse Effect

The term "Material Adverse Effect" means an event or occurrence which adversely affects in a material manner (a) the assets, liabilities, condition (financial or otherwise), business, facilities or operations of the District, (b) the ability of the District to carry out its business in the manner conducted as of the date of this Agreement or to meet or perform its obligations under this Agreement on a timely basis, (c) the validity or enforceability of this Agreement, or (d) the exclusion of the interest component of the Series 2020 Installment Payments from gross income for federal income tax purposes or the exemption of such interest for state income tax purposes.

Material Litigation

The term "Material Litigation" means any action, suit, proceeding, inquiry or investigation against the District in any court or before any arbitrator of any kind or before or by any Governmental Authority, of which the District has notice or knowledge and which, (i) if determined adversely to the District, may have a Material Adverse Effect, (ii) seek to restrain or enjoin any of the transactions contemplated hereby or by this Agreement, or (iii) may adversely affect (A) the exclusion of the interest component of the Installment Payments from gross income for federal income tax purposes or the exemption of such interest for state income tax purposes or (B) the ability of the District to perform its obligations under this Agreement.

Net Proceeds

The term "Net Proceeds" means, when used with respect to any casualty insurance or condemnation award, the proceeds from such insurance or condemnation award remaining after payment of all expenses (including attorneys' fees) incurred in the collection of such proceeds.

Net Revenues

The term "Net Revenues" means, for any Fiscal Year, the Revenues for such Fiscal Year less the Operation and Maintenance Costs for such Fiscal Year.

Operation and Maintenance Costs

The term "Operation and Maintenance Costs" means costs spent or incurred for maintenance and operation of the Sewer System calculated in accordance with generally accepted accounting principles, including (among other things) the reasonable expenses of management and repair and other expenses necessary to maintain and preserve the Sewer System in good repair and working order, and including administrative costs of the District that are charged directly or apportioned to the Sewer System, including but not limited to salaries and wages of employees, payments to the Public Employees Retirement System,

overhead, insurance, taxes (if any), fees of auditors, accountants, attorneys or engineers and insurance premiums, and including all other reasonable and necessary costs of the District or charges (other than debt service payments) required to be paid by it to comply with the terms of this Agreement or any resolution or indenture authorizing the issuance of any Contract; but excluding in all cases depreciation, replacement and obsolescence charges or reserves therefor and amortization of intangibles or other bookkeeping entries of a similar nature and all capital charges.

Prior Parity Obligations

The term "Prior Parity Obligations" means the two existing loans between the Crockett-Valona Sanitary District and the California Water Resources Control Board.

Project

The term "Project" means any additions, betterments, extensions or improvements to the Sewer System designated by the Board of the District as a Project, the acquisition and construction of which is to be paid for by the proceeds of any Contract.

Purchase Price

The term "Purchase Price" means the principal amount plus interest thereon owed by the District to the Corporation under the terms hereof as provided in Section 4.01.

Revenue Fund

The term "Revenue Fund" means the one or more funds comprising the Sewer Fund of the District being maintained in accordance with Section 5.02 hereof.

Revenues

The term "Revenues" means all income, rents, rates, fees, charges and other moneys derived from the ownership and operation of the Sewer System, including, without limiting the generality of the foregoing, (1) all income, rents, rates, fees, charges and other moneys derived by the District from the delivery of water or other services or facilities provided in the conduct and operation of the business of the Sewer System, (2) the proceeds of any stand-by or water availability charges, development fees and connection charges collected by the District, or (3) the earnings on and income derived from the investment of amounts described in clauses (1) and (2) above and from Water Fund reserves, but excluding (a) customers' deposits or any other deposits or advances subject to refund until such deposits or advances have become the property of the District and (b) any proceeds of taxes or assessments restricted by law to be used by the District to pay bonds or other obligations heretofore or hereafter issued.

Series A Installment Payments

The term "Series A Installment Payments" means the installment payments of principal and interest scheduled to be paid by the District under this Agreement in the amounts and on the dates designated in Exhibit B to this Agreement.

Series B Installment Payments

The term "Series B Installment Payments" means the installment payments of principal and interest scheduled to be paid by the District under this Agreement in the amounts and on the dates designated in Exhibit B to this Agreement.

Sewer System

The term "Sewer System" means the whole and each and every part of the sewer system of the District, including all real property and buildings, including the portion thereof existing on the date hereof, and including all additions, betterments, extensions and improvements to such sewer system or any part thereof hereafter acquired or constructed, and includes the 2006 Project and the 2020 Project.

Tax Code

The term "Tax Code" means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable temporary and final regulations promulgated, and applicable official guidance published, under the Tax Code.

Taxable Rate

The term "Taxable Rate" means 6% per annum.

2006 Project

The term "2006 Project" means the additions, betterments, extensions and improvements described in Exhibit A hereto.

2020 Project

The term "2020 Project" means the additions, betterments, extensions and improvements described in Exhibit A hereto.

Section 1.02. Exhibits. The following Exhibits are attached to, and by reference made a part of, this Agreement:

- EXHIBIT A DESCRIPTION OF 2006 PROJECT AND 2020 PROJECT
- EXHIBIT B SCHEDULE OF SERIES 2020 INSTALLMENT PAYMENTS

Section 1.03. Authorization. Each of the parties hereby represents and warrants that it has full legal authority and is duly empowered to enter into this Agreement and has taken all actions necessary to

authorize the execution of this Agreement by the officers and persons signing it, and that the transactions contemplated in this Agreement are in the ordinary course of business for both parties.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF DISTRICT AND CORPORATION

Section 2.01. Representations and Warranties of the District. The District represents and warrants, for the benefit of the Corporation and Assignee, as follows:

(a) The District is a community services district, duly organized and existing under and by virtue of the laws of the State of California, and is empowered, among other things, to maintain and operate the Sewer System and to acquire in the name of the District any interest in real or personal property necessary or convenient for the operation of the Sewer System.

(b) The District is authorized under the Constitution and laws of the State of California to enter into this Agreement, and to enter into the transactions contemplated and to carry out its obligations hereunder.

(c) The District has been duly authorized to execute and deliver this Agreement under the terms and provisions of the resolution of its governing body, or by other appropriate official approval, and further represents and warrants that all requirements have been met, and proceedings have been taken in order to ensure the enforceability of this Agreement, and the District has complied or will comply with such public bidding requirements as may be applicable to this Agreement and the acquisition by the District of the 2020 Project hereunder.

(d) Neither the execution and delivery of this Agreement or the related documents or exhibits attached hereto nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District is bound, or constitutes a default under any of the foregoing.

(e) The District is in compliance with the terms and covenants contained in this Agreement, and there is no Event of Default occurring under this Agreement.

(f) The District is empowered to set rates and charges for sewer services provided to the users of the Sewer System without review of any local governmental agency.

(g) The 2006 Project and the 2020 Project will have a useful life in the hands of the District that is in excess of the term of this Agreement.

(h) There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, educational or other Governmental Authority pending or, to the knowledge of the District after reasonable investigation, threatened against or affecting the District or the assets, properties or operations of the District which, if determined adversely to the District or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of this Agreement and the

Assignment Agreement or upon the financial condition, assets, properties or operations of the District and the District's ability to make the Installment Payments, and the District is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, educational or other Governmental Authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Agreement and the Assignment Agreement or the financial conditions, assets, properties or operations of the District.

(h) The statement of financial position of the Sewer System as of June 30, 2019, and the related statement of activities and statement of cash flows and changes in financial position for the year then ended and the auditors' reports with respect thereto, copies of which have heretofore been furnished to the Assignee, are complete and correct and fairly present the financial condition, changes in financial position and results of operations of the Sewer System at such date and for such period, and were prepared in accordance with generally accepted accounting principles. Since the most current date of the information, financial or otherwise, supplied by the District to the Assignee:

- (i) There has been no change in the assets, liabilities, financial position or results of operations of the Sewer System that might reasonably be anticipated to cause a Material Adverse Effect.
- (ii) The Sewer System has not incurred any obligations or liabilities which might reasonably be anticipated to cause a Material Adverse Effect.
- (iii) The Sewer System has not (A) incurred any material indebtedness, other than the Installment Payments or as previously disclosed to Assignee, and trade accounts payable arising in the ordinary course of the District's business and not past due, or (B) guaranteed the indebtedness of any other person.

(i) All information, reports and other papers and data furnished by the District to the Assignee were, at the time the same were so furnished, complete and accurate in all material respects and insofar as necessary to give the Assignee a true and accurate knowledge of the subject matter and were provided in expectation of Assignee's reliance thereon in entering into the transactions contemplated by this Agreement. No fact is known to the District which has had or, so far as the District can now reasonably foresee, may in the future have a Material Adverse Effect, which has not been set forth in the financial statements previously furnished to the Assignee or in other such information, reports, papers and data or otherwise disclosed in writing to the Assignee prior to the Closing Date. Any financial, budget and other projections furnished to the Assignee by the District or its or their agents were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair and reasonable in light of the conditions existing at the time of delivery of such financial, budget or other projections, and represented, and as of the date of this representation, represent the District's best estimate of the Sewer System's future financial performance. No document furnished nor any representation, warranty or other written statement made to the Assignee in connection with the negotiation, preparation or execution of this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state (as of the date made or furnished) any material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were or will be made, not misleading.

(j) The District has structured fees, estimated revenues and/or taken other lawful actions necessary to ensure that the pledge of and lien on Net Revenues are sufficient to pay all Installment Payments

when due and payable, and such moneys have been and will continue to be applied in the funds and accounts as required herein and towards payment of all Installment Payments when due and payable.

(k) The District has an immediate need for, and expects to make immediate use of, the Sewer System, which need is not temporary or expected to diminish during the Term of this Agreement. To the extent the District is or may be required to use additional revenues or spend additional money to complete the Sewer System or make the Sewer System useable, the District represents, warrants and covenants to take all required actions to complete the Sewer System and make the Sewer System useable. The District presently intends to continue this Agreement and make all Installment Payments required hereunder for the entire Term of this Agreement.

(l) The District acknowledges that (i) First Foundation Bank, as the Assignee under the Assignment Agreement, is acting solely for its own loan account and not as a fiduciary for the District or in the capacity of broker, dealer, placement agent, municipal securities underwriter or municipal advisor, (ii) the Assignee has not provided, and will not provide, financial, legal (including securities law), tax, accounting or other advice to or on behalf of the District or with respect to the Installment Payments, and (iii) the Assignee has expressed no view regarding the legal sufficiency of its representations for purposes of compliance with any legal requirements applicable to any other party, or the correctness of any legal interpretation made by counsel to any other party with respect to any such matters. Additionally, the District acknowledges that the Corporation is acting solely as Seller hereunder and not as a fiduciary for the District or in the capacity of broker, dealer, placement agent, municipal securities underwriter or municipal advisor to the District.

(m) There are no obligations of the District payable from the Gross Revenues or Net Revenues of the Sewer System on a basis that is senior to, or on parity with, the payment of the Installment Payments, [other than the Prior Parity Obligations (which are payable from the Net Revenues on a parity basis with the Installment Payments)].

(n) The 2006 Project and the 2020 Project comply or will comply with all applicable restrictive covenants, zoning ordinances, building laws and other Applicable Laws (including, without limitation, the Americans with Disabilities Act, as amended).

Section 2.02. Representations and Warranties of the Corporation. The Corporation represents and warrants to the District as follows:

(a) The Corporation is a corporation duly organized, existing and in good standing under and by virtue of the laws of the State of California; has power to enter into this Agreement; is possessed of full power to own and hold real and personal property, and to purchase and sell the same; is in a solvent financial condition as of the date hereof; and has duly authorized the execution and delivery of this Agreement.

(b) Neither the execution and delivery of this Agreement nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Corporation is now a party or by which the Corporation is bound, or constitutes a default under any of the foregoing.

(c) The Corporation is entering into this Agreement as a commercial arms-length transaction and is not acting in the capacity of a "Municipal Advisor" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended.

ARTICLE III

PURCHASE AND SALE OF THE 2006 PROJECT ACQUISITION OF THE 2020 PROJECT

Section 3.01. Purchase and Sale of the 2006 Project; Acquisition of the 2020 Project; Deposit of Moneys. In order to provide funds to prepay the Prior Agreement and refinance the 2006 Project, the District hereby sells, conveys and transfers to the Corporation all of its right, title and interest in and to the 2006 Project, but only to the extent the 2006 Project may be legally transferred by the District, and the Corporation purchases, acquires and accepts from the District all of the District's right, title and interest in and to the 2006 Project, subject to the obligation of the Corporation to concurrently resell the 2006 Project back to the District pursuant to this Agreement. Further, on the Closing Date the Corporation shall deposit the sum of \$_____ to a special account established by the District (the "2020 Project Fund"), which the District shall expend for the purpose of financing the acquisition of the 2020 Project. The District shall invest proceeds in the Project Fund in investments authorized by California law and the District's investment policy. Any unexpended proceeds in the Project Fund upon the acquisition of the 2020 Project shall be applied by the District towards the payment of Series 2020 Installment Payments.

The Corporation hereby appoints the District as its agent to carry out all phases of the acquisition, construction and installation of the 2020 Project and the District hereby accepts such appointment. The District shall enter into contracts and provide for, as agent for the Corporation, the complete acquisition, construction and installation of the 2020 Project. The District hereby agrees that it will cause the acquisition, construction and installation of the 2020 Project to be diligently performed. It is hereby expressly understood and agreed that the Corporation shall be under no liability of any kind or character whatsoever for the payment of any cost of the 2020 Project and that all such costs and expenses shall be paid by the District, regardless of whether the funds deposited with the District are sufficient to cover all such costs and expenses.

Section 3.02. Sale of 2020 Project. The Corporation agrees to sell, and hereby sells, to the District, and the District agrees to purchase, and hereby purchases, from the Corporation, the 2020 Project at the purchase price specified in Section 4.01 hereof and otherwise in the manner and in accordance with the provisions of this Agreement.

Section 3.03. Title. All right, title and interest in the 2020 Project shall vest in the District immediately upon the acquisition thereof. Such vesting shall occur without further action by the Corporation or the District and the Corporation shall, if requested by the District or if necessary to assure such automatic vesting, deliver any and all documents required to assure such vesting.

Section 3.04. Changes to the 2020 Project. The District may substitute other improvements for those listed as components of the 2020 Project in Exhibit A hereto, but only if the District first files with the Corporation a statement of the District:

(a) identifying the improvements to be substituted and the improvements to the District facilities they replace in the 2020 Project; and

(b) stating that the estimated costs of acquisition, construction and installation of the substituted improvements are not less than such costs for the improvements previously planned.

Section 3.05. Disclaimer of Warranties. The CORPORATION MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OF THE 2020 PROJECT OR ANY PART THEREOF, OR AS TO THE FITNESS FOR ANY PARTICULAR USE OF THE 2020 PROJECT OR ANY PART THEREOF OR AS TO THE FITNESS OF THE 2020 PROJECT FOR THE USE CONTEMPLATED BY THE DISTRICT OR ANY PART THEREOF, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT THERETO. THE DISTRICT ACKNOWLEDGES THAT THE CORPORATION IS NOT A CONTRACTOR OF THE 2020 PROJECT, THAT THE DISTRICT PURCHASES THE 2020 PROJECT "AS-IS", IT BEING AGREED THAT ALL OF THE AFOREMENTIONED RISKS ARE TO BE BORNE BY THE DISTRICT. IN NO EVENT SHALL THE CORPORATION BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE ACQUISITION, CONSTRUCTION, EXISTENCE, FURNISHING, FUNCTIONING OR THE DISTRICT'S USE OF ANY ITEM OR PRODUCTS OR SERVICES PROVIDED FOR IN THIS AGREEMENT. THE DISTRICT ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE FOR DETERMINING THE SUITABILITY OF THE 2020 PROJECT FOR ITS INTENDED USE.

ARTICLE IV

PURCHASE PRICE AND SERIES 2020 INSTALLMENT PAYMENTS

Section 4.01. Purchase Price.

(a) The Purchase Price to be paid by the District hereunder to the Corporation is the sum of the principal amount of the District's obligations hereunder plus the interest to accrue on the unpaid balance of such principal amount from the effective date hereof over the term hereof, subject to prepayment as provided in Article VII.

(b) The principal amount of the payments to be made by the District hereunder is set forth in Exhibit B hereto.

(c) The interest to accrue on the unpaid balance of such principal amount is as specified in Section 4.02 and Exhibit B hereto, and shall be paid by the District as and constitute interest paid on the principal amount of the District's obligations hereunder.

Section 4.02. Series 2020 Installment Payments. The District shall, subject to its rights of prepayment provided in Article VII, pay the Assignee the Purchase Price in installment payments of interest and principal in the amounts and on the Series 2020 Installment Payment Dates as set forth in Exhibit B hereto.

Each Series 2020 Installment Payment shall be paid to the Assignee in lawful money of the United States of America. In the event the District fails to make any of the Series 2020 Installment Payments required to be made by it under this section when due, such payment shall continue as an obligation of the District until such amount shall have been fully paid and the District agrees to pay the same with interest accruing thereon at the Default Rate then applicable to the remaining unpaid principal balance of the Series 2020 Installment Payments.

The obligation of the District to make the Series 2020 Installment Payments is absolute and unconditional, and until such time as the Purchase Price shall have been paid in full (or provision for the payment thereof shall have been made pursuant to Article IX), the District will not discontinue or suspend any Series 2020 Installment Payments required to be made by it under this section when due, whether or not the Sewer System, the 2020 Project or any part thereof is operating or operable or its use is suspended, interfered with, reduced or curtailed or terminated in whole or in part, and whether or not the 2020 Project has been completed, and such payments shall not be subject to reduction whether by offset or otherwise and shall not be conditional upon the performance or nonperformance by any party of any agreement for any cause whatsoever. From and after the Date of Taxability, if applicable, the interest rate with respect to the Installment Payments shall increase to the Taxable Rate. The District shall inform the Assignee promptly upon the occurrence of a Determination of Taxability.

ARTICLE V

SECURITY

Section 5.01. Pledge of Net Revenues. All Net Revenues and all amounts on deposit in the Revenue Fund are hereby irrevocably pledged to the payment of the Series 2020 Installment Payments as provided herein and the Net Revenues shall not be used for any other purpose while any of the Series 2020 Installment Payments remain unpaid; provided that out of the Net Revenues there may be apportioned such sums for such purposes as are expressly permitted herein. In accordance with Section 5451 of Title 1, Chapter 5.5 of the California Government Code, this pledge shall constitute a first and exclusive lien on Net Revenues, subject to application of amounts on deposit therein as permitted herein, the Revenue Fund and the other funds and accounts created hereunder for the payment of the Series 2020 Installment Payments and all other Contracts in accordance with the terms hereof.

Section 5.02. Allocation of Revenues. In order to carry out and effectuate the pledge and lien contained herein, the District agrees and covenants that all Revenues shall be received by the District in trust hereunder and shall be deposited when and as received in the Water Fund of the District, which fund is herein referred to as the "Revenue Fund" and which fund the District agrees and covenants to maintain and to hold separate and apart from other funds so long as any Series 2020 Installment Payments remain unpaid. Moneys in the Revenue Fund shall be used and applied by the District as provided in this Agreement.

The District shall, from the moneys in the Revenue Fund, pay all Operation and Maintenance Costs (including amounts reasonably required to be set aside in contingency reserves for Operation and Maintenance Costs, the payment of which is not then immediately required) as they become due and payable. All remaining moneys in the Revenue Fund shall be used to pay the Installment Payments on each Installment Payment Date; provided, however, on each Installment Payment Date moneys on deposit in the Revenue Fund not necessary to pay Operation and Maintenance Costs and the Installment Payments due on

each Installment Payment Date, may be expended by the District at any time for any purpose permitted by law.

Section 5.03. Additional Contracts. The District may at any time execute any Contract in accordance herewith; provided:

(1) The Net Revenues for the most recent audited Fiscal Year preceding the date of adoption of the Board of Directors of the District of the resolution authorizing the execution of such Contract, as evidenced by both a calculation prepared by the District and a special report prepared by an Independent Certified Public Accountant of such calculation on file with the District, shall have produced a sum equal to at least one hundred fifteen percent (115%) of the Debt Service for such Fiscal Year; and

(2) The Net Revenues for the most recent audited Fiscal Year preceding the date of the execution of such Contract, including adjustments to give effect to increases or decreases in rates and charges for the Water Service approved and in effect as of the date of calculation, as evidenced by both a calculation prepared by the District and a special report prepared by an Independent Certified Public Accountant or independent financial advisor on such calculation on file with the District, shall have produced a sum equal to at least one hundred fifteen percent (115%) of the Debt Service for such Fiscal Year plus the Debt Service which would have accrued had such Contract been executed at the beginning of such Fiscal Year; and

(3) The estimated Net Revenues for the then current Fiscal Year and for each Fiscal Year thereafter to and including the first complete Fiscal Year after the latest date of operation of any uncompleted Project, as evidenced by a certificate on file with the District, plus (after giving effect to the completion of all uncompleted Projects) an allowance for estimated Net Revenues for each of such Fiscal Years arising from any increase in the rates and charges estimated to be fixed and prescribed in the Water Service and which are economically feasible and reasonably considered necessary based on projected operations for such period, as evidenced by a certificate on file with the District, shall produce a sum equal to at least one hundred fifteen percent (115%) of the estimated Debt Service for each of such Fiscal Years, after giving effect to the execution of all Contracts estimated to be required to be executed or issued to pay the costs of completing all uncompleted Projects, assuming that all such Contracts have maturities, interest rates and proportionate principal repayment provisions similar to the Contract last executed or then being executed for the purpose of acquiring and constructing any of such uncompleted Projects.

Section 5.04. Investments. All moneys held by the District in the Revenue Fund shall be invested in investments authorized by law for the investment of the District's funds and the investment earnings thereon shall remain on deposit in such fund, except as otherwise provided herein.

ARTICLE VI

COVENANTS OF THE DISTRICT

Section 6.01. Compliance with this Agreement and Ancillary Agreements. The District will punctually pay the Series 2020 Installment Payments in strict conformity with the terms hereof, and will faithfully observe and perform all the agreements, conditions, covenants and terms contained herein required to be observed and performed by it, and will not terminate this Agreement for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the 2020 Project, commercial frustration of purpose, any change

in the tax or other laws of the United States of America or of the State of California or any political subdivision of either or any failure of the Corporation to observe or perform any agreement, condition, covenant or term contained herein required to be observed and performed by it, whether express or implied, or any duty, liability or obligation arising out of or connected herewith or the insolvency, or deemed insolvency, or bankruptcy or liquidation of the Corporation or any force majeure, including acts of God, tempest, storm, earthquake, war, rebellion, riot, civil disorder, acts of public enemies, blockade or embargo, strikes, industrial disputes, lock outs, lack of transportation facilities, fire, explosion, or acts or regulations of governmental authorities.

Section 6.02. Against Encumbrances. The District will not make any pledge of or place any lien on Revenues or the moneys in the Revenue Fund except as provided herein. The District may at any time, or from time to time, issue debt or incur other obligations for any lawful purpose which are payable from and secured by a pledge of and lien on Revenues or any moneys in the Revenue Fund as may from time to time be deposited therein (as provided in Section 5.02), provided that such pledge and lien shall be subordinate in all respects to the pledge of and lien thereon provided herein.

Section 6.03. Against Sale or Other Disposition of Property. The District will not enter into any agreement or lease which impairs the operation of the Sewer System or any part thereof necessary to secure adequate Revenues for the payment of the Series 2020 Installment Payments, or which would otherwise impair the rights of the Corporation hereunder or the operation of the Sewer System. Any real or personal property which has become nonoperative or which is not needed for the efficient and proper operation of the Sewer System, or any material or equipment which has become worn out, may be sold if such sale will not impair the ability of the District to pay the Series 2020 Installment Payments and if the proceeds of such sale are deposited in the Revenue Fund.

Nothing herein shall restrict the ability of the District to sell any portion of the Sewer System to a third party if such portion is immediately repurchased by the District and if such arrangement does not by its terms permit such third party to exercise any remedy which would deprive the District of or otherwise interfere with the District's right to own and operate such portion of the Sewer System.

Section 6.04. Against Competitive Facilities. The District will not, to the extent permitted by law, acquire, construct, maintain or operate and will not, to the extent permitted by law and within the scope of its powers, permit any other public or private agency, corporation, the District or political subdivision or any person whomever to acquire, construct, maintain or operate within the jurisdiction of the District any sewer system competitive with the Sewer System.

Section 6.05. Tax Covenants.

(a) Generally. The District shall not take any action or permit to be taken any action within its control which would cause or which, with the passage of time if not cured would cause, the interest components of the Series 2020 Installment Payments to become includable in gross income for federal income tax purposes.

(b) Private Activity. The District shall assure that the proceeds of this Agreement are not so used as to cause this Agreement to satisfy the private business tests of Section 141(b) of the Internal Revenue Code of 1986, as amended (the "Code"), or the private loan financing test of Section 141(c) of the Code.

(c) Arbitrage. The District will not take any action or omit to take any action which action or omission, if reasonably expected on the date of this Agreement, would have caused this Agreement to be an "arbitrage bond" within the meaning of Section 148(a) of the Code.

(d) Federal Guarantee. The Series 2020 Installment Payments are not directly guaranteed or indirectly guaranteed in whole or in part by the United States or any agency or instrumentality of the United States so as to cause the Series 2020 Installment Payments to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

(e) Reimbursement Regulations. The proceeds of this Agreement used for reimbursement of prior expenditures will be made pursuant to and in compliance with Income Tax Regulations Section 1.150-2.

(f) Information Reporting. The District will take or cause to be taken all necessary action to comply with the informational reporting requirement of Section 149(e) of the Code.

(g) Bank Qualified. The District hereby designates this Agreement for purposes of paragraph (3) of Section 265(b) of the Code and represents that not more than \$10,000,000 aggregate principal amount of obligations the interest on which is excludable (under Section 103(a) of the Code) from gross income for federal income tax purposes (excluding (i) private activity bonds, as defined in Section 141 of the Code, except qualified 501(c)(3) bonds as defined in Section 145 of the Code and (ii) current refunding obligations to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation), including this Agreement, has been or will be issued by the District, including all subordinate entities of the District, during calendar year 2020.

(h) Miscellaneous. The District will take no action inconsistent with its expectations stated in the Arbitrage and Tax Certificate and will comply with the covenants and requirements stated therein and incorporated by reference herein.

Section 6.06. Prompt Acquisition and Construction. The District will take all necessary and appropriate steps to acquire and construct the 2020 Project, as agent of the Corporation, with all practicable dispatch and in an expeditious manner and in conformity with law so as to complete the same as soon as possible.

Section 6.07. Maintenance and Operation of the Sewer System. The District will maintain and preserve the Sewer System in good repair and working order at all times and will operate the Sewer System in an efficient and economical manner and will pay all Operation and Maintenance Costs as they become due and payable.

Section 6.08. Payment of Claims. The District will pay and discharge any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien on the Revenues or funds or accounts created hereunder or on any funds in the hands of the District pledged to pay the Series 2020 Installment Payments or which might impair the security of the Series 2020 Installment Payments.

Section 6.09. Compliance with Contracts. The District will comply with, keep, observe and perform all agreements, conditions, covenants and terms, express and implied, required to be performed by it contained in all contracts for the use of the Sewer System and all other contracts affecting or involving the Sewer System, to the extent that the District is a party thereto.

Section 6.10. Insurance.

(a) The District will, at its own expense, procure and maintain or cause to be procured and maintained insurance on the Sewer System with responsible insurers in such amounts and against such risks (including accident to or destruction of the Sewer System) as are usually covered in connection with facilities similar to the Sewer System so long as such insurance is available at reasonable rates.

In the event of any damage to or destruction of the Sewer System caused by the perils covered by such insurance, the Net Proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the Sewer System. The District shall begin such reconstruction, repair or replacement promptly after such damage or destruction shall occur, and shall continue and properly complete such reconstruction, repair or replacement as expeditiously as possible, and shall pay out of such Net Proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the Sewer System shall be free and clear of all claims and liens.

If such Net Proceeds exceed the costs of such reconstruction, repair or replacement, then the excess Net Proceeds shall be applied in part to the prepayment of Series 2020 Installment Payments as provided in Article VII and in part to such other fund or account as may be appropriate and used for the retirement of Contracts in the same proportion which the aggregate unpaid principal balance of Series 2020 Installment Payments then bears to the aggregate unpaid principal amount of such Contracts. If such Net Proceeds are sufficient to enable the District to retire the entire obligation evidenced hereby prior to the final due date of the Series 2020 Installment Payments as well as the entire obligations evidenced by Contracts then remaining unpaid prior to their final respective due dates, the District may elect not to reconstruct, repair or replace the damaged or destroyed portion of the Sewer System, and thereupon such Net Proceeds shall be applied to the prepayment of Series 2020 Installment Payments as provided in Article VII and to the retirement of such Contracts.

(b) The District will, at its own expense, procure and maintain such other insurance which it shall deem advisable or necessary to protect its interests and the interests of the Corporation, which insurance shall afford protection in such amounts and against such risks as are usually covered in connection with sewer systems similar to the Sewer System.

(c) Any insurance required to be maintained by paragraph (a) above and, if the District determines to procure and maintain insurance pursuant to paragraph (b) above, such insurance, may be maintained under a self-insurance program so long as such self-insurance is maintained in the amounts and manner usually maintained in connection with sewer systems similar to the Sewer System and is, in the opinion of an accredited actuary, actuarially sound.

All policies of insurance required to be maintained herein shall provide that the Corporation and the Assignee shall be given thirty (30) days, written notice of any intended cancellation thereof or reduction of coverage provided thereby.

Section 6.11. Accounting Records; Financial Statements and Other Reports.

(a) The District will keep appropriate accounting records in which complete and correct entries shall be made of all transactions relating to the Sewer System, which records shall be available for inspection by the Corporation at reasonable hours and under reasonable conditions.

(b) The District will prepare and file with the Corporation and the Assignee annually within two hundred seventy (270) days after the close of each Fiscal Year (commencing with the Fiscal Year ending June 30, 2020) financial statements of the District for the preceding Fiscal Year prepared in accordance with generally accepted accounting principles, together with an Accountant's Report thereon.

Section 6.12. Protection of Security and Rights of the Corporation. The District will preserve and protect the security granted herein and the rights of the Corporation to the Series 2020 Installment Payments hereunder and will warrant and defend such rights against all claims and demand of all persons.

Section 6.13. Payment of Taxes and Compliance with Governmental Regulations. The District will pay and discharge all taxes, assessments and other governmental charges which may hereafter be lawfully imposed upon the Sewer System, or any part thereof or upon the revenues when the same shall become due. The District will duly observe and conform with all valid regulations and requirements of any governmental body relative to the operation of the Sewer System, or any part thereof, but the District shall not be required to comply with any regulations or requirements so long as the validity or application thereof shall be contested in good faith.

Section 6.14. Amount of Rates and Charges. The District shall fix, prescribe and collect rates and charges for the Sewer System which are sufficient to yield during each Fiscal Year Net Revenues which, together with the existing cash and cash-equivalent balances in the Revenue Fund as of the beginning of such Fiscal Year, are at least equal to one hundred fifteen per cent (115%) of the Debt Service for such Fiscal Year. The District may make adjustments from time to time in such rates and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates and charges then in effect unless the Net Revenues from such reduced rates and charges will at all times be sufficient to meet the requirements of this Section.

Section 6.15. Collection of Rates and Charges. The District will have in effect at all times by-laws, rules and regulations requiring each customer to pay to the District the rates and charges applicable to the Water Service and providing for the billing thereof and for a due date and a delinquency date for each bill. In each case where a customer's bill remains unpaid in whole or in part after it becomes delinquent, the District may discontinue such service from the Sewer System, and such customer's service shall not thereafter be recommenced except in accordance with by-laws or rules and regulations governing such situations of delinquency.

Section 6.16. Eminent Domain Proceeds. If all or any part of the Sewer System shall be taken by eminent domain proceedings, the Net Proceeds thereof shall be applied as follows:

(a) If (1) the District files with the Corporation a certificate showing (i) the estimated loss of annual Net Revenues, if any, suffered or to be suffered by the District by reason of such eminent domain proceedings, (ii) a general description of the additions, betterments, extensions or improvements to the Sewer System proposed to be acquired and constructed by the District from such Net Proceeds, and (iii) an estimate of the additional annual Net Revenues to be derived from such additions, betterments, extensions or improvements, and (2) the District, on the basis of such certificate filed with the Corporation, determines

that the estimated additional annual Net Revenues will sufficiently offset the estimated loss of annual Net Revenues resulting from such eminent domain proceedings so that the ability of the District to meet its obligations hereunder will not be substantially impaired (which determination shall be final and conclusive), then the District shall promptly proceed with the acquisition and construction of such additions, betterments, extensions or improvements substantially in accordance with such certificate and such Net Proceeds shall be applied for the payment of the costs of such acquisition and construction, and any balance of such Net Proceeds not required by the District for such purpose shall be deposited in the Revenue Fund.

(b) If the foregoing conditions are not met, then such Net Proceeds shall be applied in part to the prepayment of Series 2020 Installment Payments as provided in Article VII and in part to such other fund or account as may be appropriate and used for the retirement of Contracts in the same proportion which the aggregate unpaid principal balance of Series 2020 Installment Payments then bears to the aggregate unpaid principal amount of such Contracts.

Section 6.17. Further Assurances. The District will adopt, deliver, execute and make any and all further assurances, agreements, instruments and resolutions as may be reasonably necessary or requested by the Corporation to carry out the intention or to facilitate the performance hereof and for assuring and confirming unto the Corporation of the rights and benefits provided to it herein.

Section 6.18. Notification of Material Adverse Effect. The District shall timely inform the Assignee of any Material Adverse Effect and Material Litigation upon learning of the existence of such an effect.

ARTICLE VII

PREPAYMENT OF SERIES 2020 INSTALLMENT PAYMENTS

Section 7.01. Prepayment.

(a) The District may or shall, as the case may be, prepay from the Net Proceeds as provided herein the Series 2020 Installment Payments in whole or in part on any date in the order of payment date as directed by the District at a prepayment price equal to the sum of the principal amount prepaid plus accrued interest thereon to the date of prepayment.

(b) The District may not prepay the Series A Installment Payments commencing on eighth Installment Payment Date at a prepayment price equal to 101% of the principal amount of the Series A Installment Payments to be prepaid..

(c) The District may prepay the Series B Installment Payments in whole commencing on the sixteenth Installment Payment Date at a prepayment price equal to 101% of the principal amount of the Series B Installment Payments to be prepaid.

Notwithstanding any such prepayment, the District shall not be relieved of its obligations hereunder, including its obligations under Article IV, until the Purchase Price shall have been fully paid (or provision for payment thereof shall have been provided to the written satisfaction of the Corporation).

Section 7.02. Method of Prepayment. Before making any prepayment pursuant to Section 7.01, the District shall, within five (5) days following the event permitting the exercise of such right to prepay or creating such obligation to prepay, give written notice to the Corporation describing such event and specifying the date on which the prepayment will be paid, which date shall be not less than sixty (60) nor more than seventy-five (75) days from the date such notice is given, unless the Assignee is willing to accept such shorter timeframe.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES OF THE CORPORATION

Section 8.01. Events of Default and Acceleration of Maturities. If one or more of the following Events of Default shall happen, that is to say--

(1) if default shall be made by the District in the due and punctual payment of any Series 2020 Installment Payment or any Contract when and as the same shall become due and payable;

(2) if default shall be made by the District in the performance of any of the other agreements or covenants required herein to be performed by it, and such default shall have continued for a period of sixty (60) days after the District shall have been given notice in writing of such default by the Corporation; or

(3) if the District shall file a petition or answer seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if a court of competent jurisdiction shall approve a petition filed with or without the consent of the District seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if under the provisions of any other law for the relief or aid of debtors any court of competent jurisdiction shall assume custody or control of the District or of the whole or any substantial part of its property; or

(4) if payment of the principal of any Contract is accelerated in accordance with its terms; or

(5) any statement, representation or warranty made by the District in or pursuant to this Agreement or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made.

then and in each and every such case during the continuance of such Event of Default specified in clauses (3) and (4) above, the Corporation shall, and for any other such Event of Default the Corporation may, by notice in writing to the District, declare the entire principal amount of the unpaid Series 2020 Installment Payments and the accrued interest thereon at the Default Rate to be due and payable immediately, and upon any such declaration the same shall become immediately due and payable, anything contained herein to the contrary notwithstanding. This Section, however, is subject to the condition that if at any time after the entire principal amount of the unpaid Series 2020 Installment Payments and the accrued interest thereon shall have been so declared due and payable and before any judgment or decree for the payment of the moneys due shall have been obtained or entered the District shall deposit with the Corporation a sum sufficient to pay the unpaid principal amount of the Series 2020 Installment Payments or the unpaid payment of any other Contract referred to in clause (1) above due prior to such declaration and the accrued

interest thereon, with interest on such overdue installments, at the rate or rates applicable to the remaining unpaid principal balance of the Series 2020 Installment Payments or such Contract if paid in accordance with their terms, and the reasonable expenses of the Corporation, and any and all other defaults known to the Corporation (other than in the payment of the entire principal amount of the unpaid Series 2020 Installment Payments and the accrued interest thereon due and payable solely by reason of such declaration) shall have been made good or cured to the satisfaction of the Corporation or provision deemed by the Corporation to be adequate shall have been made therefor, then and in every such case the Corporation, by written notice to the District, may rescind and annul such declaration and its consequences; but no such rescission and annulment shall extend to or shall affect any subsequent default or shall impair or exhaust any right or power consequent thereon.

Section 8.02. Application of Funds Upon Acceleration. Upon the date of the declaration of acceleration as provided in Section 8.01, all Revenues thereafter received by the District shall be applied in the following order --

First, to the payment, without preference or priority, and in the event of any insufficiency of such Revenues ratably without any discrimination or preference, of the fees, costs and expenses of the Corporation and the Assignee if any, in carrying out the provisions of this article, including reasonable compensation to their respective accountants and counsel;

Second, to the payment of the Operation and Maintenance Costs; and

Third, to the payment of the entire principal amount of the unpaid Series 2020 Installment Payments and the unpaid principal amount of all Contracts and the accrued interest thereon, with interest on the overdue installments at the rate or rates of interest applicable to the Series 2020 Installment Payments and such Contracts if paid in accordance with their respective terms.

Section 8.03. Other Remedies of the Corporation. The Corporation shall have the right --

(a) by mandamus or other action or proceeding or suit at law or in equity to enforce its rights against the District or any director, officer or employee thereof, and to compel the District or any such director, officer or employee to perform and carry out its or his duties under the Act and the agreements and covenants required to be performed by it or him contained herein;

(b) by suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Corporation; or

(c) by suit in equity upon the happening of an Event of Default to require the District and its directors, officers and employees to account as the trustee of an express trust.

Notwithstanding anything contained herein, the Corporation shall have no security interest in or mortgage on the 2020 Project or the Sewer System and no default hereunder shall result in the loss of the 2020 Project or the Sewer System.

Section 8.04. Non-Waiver. Nothing in this article or in any other provision hereof shall affect or impair the obligation of the District, which is absolute and unconditional, to pay the Series 2020 Installment Payments to the Corporation at the respective due dates or upon prepayment from the Net Revenues, the

Revenue Fund and the other funds herein pledged for such payment, or shall affect or impair the right of the Corporation, which is also absolute and unconditional, to institute suit to enforce such payment by virtue of the contract embodied herein.

A waiver of any default or breach of duty or contract by the Corporation shall not affect any subsequent default or breach of duty or contract or impair any rights or remedies on any such subsequent default or breach of duty or contract. No delay or omission by the Corporation to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or remedy or shall be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right or remedy conferred upon the Corporation by the law or by this article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Corporation.

If any action, proceeding or suit to enforce any right or exercise any remedy is abandoned or determined adversely to the Corporation, the District and the Corporation shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

Section 8.05. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Corporation is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise and may be exercised without exhausting and without regard to any other remedy conferred by law.

Section 8.06. Assignee to Exercise Rights. Such rights and remedies as are given to the Corporation under this Article VIII have been assigned by the Corporation to the Assignee and shall be exercised solely by the Assignee.

ARTICLE IX

DISCHARGE OF OBLIGATIONS

Section 9.01. Discharge of Obligations. When

(a) all or any portion of the Series 2020 Installment Payments shall have become due and payable in accordance herewith or a written notice of the District to prepay all or any portion of the Series 2020 Installment Payments shall have been filed with the Corporation; and

(b) there shall have been deposited with an escrow agent at or prior to the Series 2020 Installment Payment Dates or date (or dates) specified for prepayment, in trust for the benefit of the Corporation or its assigns and irrevocably appropriated and set aside to the payment of all or any portion of the Series 2020 Installment Payments, sufficient moneys and non-callable securities issued by Treasury Department of the United States of America, the principal of and interest on which when due will provide money sufficient to pay all principal, prepayment premium, if any, and interest of such Series 2020 Installment Payments to their respective Series 2020 Installment Payment Dates or prepayment date or dates, as the case may be; and

(c) if an opinion of bond counsel acceptable to the Corporation is filed with the Corporation to the effect that the actions authorized by and taken pursuant to this Article IX shall not adversely affect the

tax exempt status of the interest portion of the Series 2020 Installment Payments, the right, title and interest of the Corporation herein and the obligations of the District hereunder shall, with respect to all or such portion of the Series 2020 Installment Payments as have been so provided for, thereupon cease, terminate, become void and be completely discharged and satisfied (except for the obligation of the District to have such moneys and such permitted investments described in paragraph (b) above applied to the payment of such Series 2020 Installment Payments). In such event, upon request of the District the Corporation shall execute and deliver to the District all such instruments as may be necessary or desirable to evidence such total or partial discharge and satisfaction, as the case may be.

ARTICLE X

MISCELLANEOUS

Section 10.01. Liability Limited. Notwithstanding anything contained herein, the District shall not be required to advance any moneys derived from any source of income other than the Revenues, the Revenue Fund and the other funds provided herein for the payment of amounts due hereunder or for the performance of any agreements or covenants required to be performed by it contained herein. The District may, however, advance moneys for any such purpose so long as such moneys are derived from a source legally available for such purpose and may be legally used by the District for such purpose.

The obligation of the District to make the Series 2020 Installment Payments is a special obligation of the District payable solely from the Net Revenues, and does not constitute a debt of the District or of the State of California or of any political subdivision thereof in contravention of any constitutional or statutory debt limitation or restriction.

Section 10.02. Benefits of this Agreement Limited to Parties. Subject to Sections 10.03 and 10.07, nothing contained herein, expressed or implied, is intended to give to any person other than the District or the Corporation any right, remedy or claim under or pursuant hereto, and any agreement or covenant required herein to be performed by or on behalf of the District or the Corporation shall be for the sole and exclusive benefit of the other party.

Section 10.03. Successor Deemed Included in all References to Predecessor. Whenever either the District or the Corporation is named or referred to herein, such reference shall be deemed to include the successor and assigns to the powers, duties and functions that are presently vested in the District or the Corporation, and all agreements and covenants required hereby to be performed by or on behalf of the District or the Corporation shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 10.04. Waiver of Personal Liability. No director, officer or employee of the District shall be individually or personally liable for the payment of the Series 2020 Installment Payments, but nothing contained herein shall relieve any director, officer or employee of the District from the performance of any official duty provided by any applicable provisions of law or hereby.

Section 10.05. Article and Section Headings, Gender and References. The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof, and words of any gender shall be deemed and construed to include all genders. All references herein to "Articles," "Sections" and other

subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof; and the words "hereby," "herein," "hereof," "hereto," "herewith" and other words of similar import refer to this Agreement as a whole and not to any particular article, section, subdivision or clause hereof.

Section 10.06. Partial Invalidity. If any one or more of the agreements or covenants or portions thereof required hereby to be performed by or on the part of the District or the Corporation shall be contrary to law, then such agreement or agreements, such covenant or covenants or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and shall in no way affect the validity hereof. The District and the Corporation hereby declare that they would have executed this Agreement, and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof irrespective of the fact that any one or more articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

Section 10.07. Assignment. This Agreement and the rights hereunder have been assigned by the Corporation to the Assignee pursuant to the Assignment Agreement [NEED TO REVIEW A DRAFT]. The Assignee may assign this Agreement, as a whole or in part, at any time upon filing with the District an assignment or notice of assignment. No such assignment shall be effective as against the District unless and until the Assignee shall have filed with the District a copy of such assignment or written notice thereof. The District shall pay all Series 2020 Installment Payments hereunder pursuant to the direction of the Assignee or the assignee named in the most recent assignment or notice of assignment filed with the District. During the term of this Agreement, the District shall keep a complete and accurate record of all such assignments or notices of assignment.

Section 10.08. Net Contract. This Agreement shall be deemed and construed to be a net contract, and the District shall pay absolutely net during the term hereof the Series 2020 Installment Payments and all other payments required hereunder, free of any deductions and without abatement, diminution or set-off whatsoever.

Section 10.09. California Law. THIS AGREEMENT SHALL BE CONSTRUED AND GOVERNED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

Section 10.10. Notices. All written notices to be given hereunder shall be given by United States mail, postage prepaid in certified or registered form or personal delivery, to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other party in writing from time to time, namely:

If to the District:	Crockett Community Services District
	Attention: General Manager
If to the Corporation:	Municipal Finance the Corporation
	2945 Townsgate Road, Suite 200
	Westlake Village, CA 91361
	Attention: President

If to the Assignee: First Foundation Bank

Attention: Credit Management

Section 10.11. Effective Date. This Agreement shall become effective upon its execution and delivery, and shall terminate when the Purchase Price shall have been fully paid (or provision for the payment thereof shall have been made to the written satisfaction of the Corporation).

Section 10.12. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 10.13. Indemnification of the Corporation and the Assignee. The District hereby agrees to indemnify and hold harmless the Corporation and the Assignee if and to the extent permitted by law from and against all claims, advances, damages and losses, including legal fees and expenses, arising out of or in connection with the acceptance or the performance of its duties hereunder, the ownership of any item of the Sewer System, the use, operation, condition, purchase, possession of the Sewer System, or an accident or damage to property or injury or death to any person resulting therefrom; provided that no indemnification will be made for gross negligence or willful misconduct or the breach of an obligation hereunder.

Section 10.14. Amendments Permitted. This Agreement and the rights and obligations of the Corporation and the District may be modified or amended at any time by an amendment hereto which shall become binding with the written consent of the Corporation, the District and the Assignee.

Section 10.15 Dispute Resolution.

(a) Judicial Reference. Prior to the initiation of any action, proceeding or hearing (hereinafter, a "Claim") based upon or arising out of, directly or indirectly, this Agreement or any of the related documents, any dealings between the District or the Assignee relating to the subject matter of the transactions contemplated by this Agreement or any related transactions, and/or the relationship that is being established between the District and the Assignee, the District and the Assignee hereby agree to participate in nonbinding mediation of the Claim in Sacramento County before a retired state or federal judge mutually agreed to by the parties. The mediation proceeding shall be conducted within thirty (30) days or any mutually agreed upon longer time after referral by District or Assignee, and shall continue until such times as (1) the dispute is resolved; or (2) the date either party concludes, in good faith, that mediation is no longer a satisfactory remedy. All costs of mediation shall be shared equally by both parties involved. Each party shall bear its own attorney fees and costs related to the mediation. In the event the parties are unable to resolve the dispute through mediation, then in addition to any other remedies, either party may initiate a legal action.

(b) Provisional Remedies, Self Help and Foreclosure. No provision of this Section 10.15 shall limit the right of either the District or the Assignee, as the case may be, to (i) exercise such self-help remedies as might otherwise be available under applicable law, or (ii) obtain or oppose provisional or ancillary remedies, including without limitation injunctive relief, writs of possession, the appointment of a receiver, and/or additional or supplementary remedies from a court of competent jurisdiction before, after, or during the

pendency of any mediation. The exercise of, or opposition to, any such remedy does not waive the right of the District or the Assignee to participate in the nonbinding mediation pursuant to Section 10.15(a)

IN WITNESS WHEREOF, the Corporation and the District have caused their authorized officers to execute this Agreement as of the date first written above.

CORPORATION:

MUNICIPAL FINANCE CORPORATION

By: _____

Title: _____

DISTRICT:

CROCKETT COMMUNITY SERVICES DISTRICT

By: _____

Title: _____

EXHIBIT A

DESCRIPTION OF PROJECT

2006 Project. Furnishing and installing 10” diameter sewer piping, including the construction of reinforced concrete manhole structures.

2020 Project. _____

(To Come)

EXHIBIT B

SERIES A INSTALLMENT PAYMENT SCHEDULE

1. The principal amount of Series A Installment Payments to be made by the District hereunder is \$290,843.66.
2. The Series A Installment Payments of principal and interest are payable in the amounts and on the Installment Payment Dates as follows:

PMT #	Due Date	Installment Payment	To Principal	To Interest
1	2/11/21	\$26,457.35	\$22,458.25	3,999.10
2	8/11/21	26,457.35	22,767.05	3,690.30
3	2/11/22	26,457.35	23,080.10	3,377.25
4	8/11/22	26,457.35	23,397.45	3,059.90
5	2/11/23	26,457.35	23,719.17	2,738.18
6	8/11/23	26,457.35	24,045.30	2,412.05
7	2/11/24	26,457.35	24,375.93	2,081.42
8	8/11/24	26,457.35	24,711.10	1,746.25
9	2/11/25	26,457.35	25,050.87	1,406.48
10	8/11/25	26,457.35	25,395.32	1,062.03
11	2/11/26	26,457.35	25,744.51	712.84
12	8/11/26	26,457.35	26,098.50	358.85
TOTALS:		<u>\$317,488.20</u>	<u>\$290,843.55</u>	<u>\$26,644.65</u>

SERIES B INSTALLMENT PAYMENT SCHEDULE

1. The principal amount of Series B Installment Payments to be made by the District hereunder is \$647,500.00.
2. The Series B Installment Payments of principal and interest are payable in the amounts and on the Installment Payment Dates as follows:

PMT #	Due Date	Installment Payment	To Principal	To Interest
1	02/11/21	\$22,141.08	\$11,619.20	10,521.88
2	08/11/21	22,141.08	11,808.02	10,333.06
3	02/11/22	22,141.08	11,999.90	10,141.18
4	08/11/22	22,141.08	12,194.90	9,946.18
5	02/11/23	22,141.08	12,393.06	9,748.02
6	08/11/23	22,141.08	12,594.45	9,546.63
7	02/11/24	22,141.08	12,799.11	9,341.97
8	08/11/24	22,141.08	13,007.10	9,133.98

9	02/11/25	22,141.08	13,218.46	8,922.62
10	08/11/25	22,141.08	13,433.26	8,707.82
11	02/11/26	22,141.08	13,651.55	8,489.53
12	08/11/26	22,141.08	13,873.39	8,267.69
13	02/11/27	22,141.08	14,098.83	8,042.25
14	08/11/27	22,141.08	14,327.94	7,813.14
15	02/11/28	22,141.08	14,560.77	7,580.31
16	08/11/28	22,141.08	14,797.38	7,343.70
17	02/11/29	22,141.08	15,037.84	7,103.24
18	08/11/29	22,141.08	15,282.20	6,858.88
19	02/11/30	22,141.08	15,530.54	6,610.54
20	08/11/30	22,141.08	15,782.91	6,358.17
21	02/11/31	22,141.08	16,039.38	6,101.70
22	08/11/31	22,141.08	16,300.02	5,841.06
23	02/11/32	22,141.08	16,564.90	5,576.18
24	08/11/32	22,141.08	16,834.08	5,307.00
25	02/11/33	22,141.08	17,107.63	5,033.45
26	08/11/33	22,141.08	17,385.63	4,755.45
27	02/11/34	22,141.08	17,668.14	4,472.94
28	08/11/34	22,141.08	17,955.25	4,185.83
29	02/11/35	22,141.08	18,247.02	3,894.06
30	08/11/35	22,141.08	18,543.54	3,597.54
31	02/11/36	22,141.08	18,844.87	3,296.21
32	08/11/36	22,141.08	19,151.10	2,989.98
33	02/11/37	22,141.08	19,462.31	2,678.77
34	08/11/37	22,141.08	19,778.57	2,362.51
35	02/11/38	22,141.08	20,099.97	2,041.11
36	08/11/38	22,141.08	20,426.59	1,714.49
37	02/11/39	22,141.08	20,758.53	1,382.55
38	08/11/39	22,141.08	21,095.85	1,045.23
39	02/11/40	22,141.08	21,438.66	702.42
40	08/11/40	22,141.08	21,787.15	353.93
TOTALS:		<u>\$885,643.20</u>	<u>\$647,500.00</u>	<u>\$238,143.20</u>