



# RANCHO MURIETA COMMUNITY SERVICES DISTRICT

15160 JACKSON ROAD  
RANCHO MURIETA, CALIFORNIA 95683  
916-354-3700  
FAX – 916-354-2082

## AGENDA

*“Your Independent Local Government Agency Providing  
Water, Wastewater, Drainage, Security, and Solid Waste Services”*

### REGULAR BOARD MEETING

**March 15, 2023**

4:00 p.m. Closed Session/Open Session 5:00 p.m.  
Rancho Murieta, CA 95683

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#### BOARD MEMBERS

Tim Maybee	President
Martin Pohll	Vice President
Linda Butler	Director
Randy Jenco	Director
Stephen Booth	Director

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#### STAFF

Michael Fritschi	Interim General Manager
Paula O’Keefe	Director of Administration
Andrew Ramos	District General Counsel
Amelia Wilder	District Secretary
Kelly Benitez	Security Supervisor
Travis Bohannon	Interim Director of Operations

# RANCHO MURIETA COMMUNITY SERVICES DISTRICT

March 15, 2023

## REGULAR BOARD MEETING

Call to Order

Closed Session 4:00 p.m./Open Session 5:00 p.m.

Note that this meeting will be held in-person at the address set forth above, and not via videoconference. In order to comply with the State's COVID-related Guidance for the use of face coverings, it is strongly recommended that all persons, regardless of vaccination status, continue to mask while in indoor public settings and businesses.

All persons present at District meetings will place their cellular devices in silent and/or vibrate mode (no ringing of any kind). During meetings, these devices will be used only for emergency purposes and, if used, the party called/calling will exit the meeting room for conversation. Other electronic and internet enabled devices are to be used in the "silent" mode. Under no circumstances will recording devices or problems associated with them be permitted to interrupt or delay District meetings.

## AGENDA

ESTIMATED RUNNING TIME 5:00

### 1. CALL TO ORDER - Determination of Quorum – Vice President Pohll **(Roll Call)**

### 2. CONSIDER ADOPTION OF AGENDA **(Motion)**

*The Board will discuss items on this agenda, and may take action on those items, including informational items and continued items. No action or discussion will be undertaken on any item not appearing on the agenda, except that (1) directors or staff may briefly respond to statements made or questions posed during public comments on non-agenda items, (2) directors or staff may ask a question for clarification, make a brief announcement, or make a brief report on his or her own activities, (3) a director may request staff to report back to the Board at a subsequent meeting concerning any matter or request staff to place a matter on a future Board meeting agenda, and (4) the Board may add an item to the agenda by a two-thirds vote determining that there is a need to take immediate action and that the need for action came to the District's attention after posting the agenda.*

*The running times listed on this agenda are only estimates and may be discussed earlier or later than shown. At the discretion of the Board, an item may be moved on the agenda and or taken out of order. **TIMED ITEMS** as specifically noted, such as Hearings or Formal Presentations of community-wide interest, will not be taken up earlier than listed.*

### 3. CLOSED SESSION

- A. Conference with legal counsel concerning significant exposure to litigation pursuant to Gov. Code 54956.9(d)(2) and (e)(1) (one case) and potential initiation of litigation pursuant to Gov. Code 54956.9(d)(4) (one case)
- B. Closed session for public employee performance evaluation of Interim General Manager

### 4. OPEN SESSION/REPORT ACTION FROM CLOSED SESSION

### 5. CONSENT CALENDAR **(Motion) (Roll Call Vote)** (5 min.) All items in this agenda item will be approved as one motion if they are not excluded from the motion adopting the consent calendar.

- A. Approval of Board Meeting and Committee Meeting Minutes
  - 1. *February 13, 2023 Special Board Meeting Minutes*
  - 2. *February 15, 2023 Regular Board Meeting Minutes*
  - 3. *March 2, 2023 Communications and Technology Committee Meeting Minutes*
  - 4. *March 2, 2023 Security Committee Meeting Minutes*
  - 5. *March 2, 2023 Special Finance Committee Meeting Minutes*
  - 6. *March 7, 2023 Improvements Committee Meeting Minutes*
- B. Approval of Bills Paid Listing February, 2023
- C. Continuation of Repairs to Lake 11 and Continue the Contracting Emergency Declaration
- D. Continuation of Repairs to Rio Oso and Continue the Contracting Emergency Declaration

**6. DISCUSS BOAT RAMP AT CALERO** (Discussion/Action) (Motion) **(Roll Call Vote)**

**7. STAFF REPORTS** (Receive and File)

- A. General Manager's Report
- B. Administration/Financial Report
- C. Security Report
- D. Utilities Report

**8. REVIEW DISTRICT MEETING DATES/TIMES FOR MARCH/APRIL 2023**

- A. Special Communications & Technology – Integrated Water Master Plan – March 18<sup>th</sup> at 10:00 a.m. at RMCC
- B. Special Board Meeting – Prop 218 - March 27<sup>th</sup> at 2:00 p.m.
- C. Improvements – April 4, 2023 at 8:00 a.m.
- D. Finance – April 4, 2023 at 10:00 a.m.
- E. Communications – April 6, 2023 at 8:30 a.m.
- F. Security – April 6, 2023 at 10:00 a.m.
- G. Special Board Meeting – Prop 218 – April 18, 2023 at 6:00 p.m. at RMCC
- H. Regular Board Meeting – April 19, 2023 - Open Session at 5:00 p.m.

**9. CORRESPONDENCE**

- A. Letter from Wendell Coon
- B. Email from Nicole Williams
- C. Email from Paul and Cathy Wallace

**10. COMMENTS FROM THE PUBLIC**

*Members of the public may comment on any item of interest within the subject matter jurisdiction of the District and any item specifically agendized. Members of the public wishing to address a specific agendized item are encouraged to offer their public comment during consideration of that*

*item. With certain exceptions, the Board may not discuss or take action on items that are not on the agenda.*

*If you wish to address the Board at this time or at the time of an agenda item, as a courtesy, please state your name and address. Speakers presenting individual opinions shall have 3 minutes to speak. Speakers presenting opinions of groups or organizations shall have 5 minutes per group.*

**11. RECEIVE UPDATE FROM MARTIN POHLL ON THE GENERAL MANAGER TRANSITION AD HOC COMMITTEE** (Receive and File)

**12. ADOPT ORDINANCE O2023-01 AMENDING DISTRICT CODE CHAPTERS 14, 15, 16, 21 AND 31 REGARDING REFUND REQUESTS AND COLLECTION OF DELINQUENCIES**  
(Discussion/Action) (Motion) **(Roll Call Vote)**

**13. AUTHORIZE GENERAL MANAGER TO EXECUTE TASK ORDER #1 WITH ADKINS ENGINEERING & SURVEYING AND MADDAUS WATER MANAGEMENT, INC FOR PUBLIC OUTREACH IN CONJUNCTION WITH THE INTEGRATED WATER MASTER PLAN IN THE AMOUNT OF \$40,737 (CIP# 23-09-01); AND AMEND FY 2022-23 BUDGET AND APPROPRIATE FUNDS**

**14. REVIEW YEAR END PROJECTIONS AND PROP 218 PROPOSALS** (Discussion/Action)  
(Motion) **(Roll Call Vote)**

**15. APPROVE BID FOR WASTEWATER PLANT DRYING BED WITH PRODIGY ELECTRIC IN THE AMOUNT OF \$69,626 FOR CIP #23-16-02** (Discussion/Action) (Motion) **(Roll Call Vote)**

**16. ADOPT RESOLUTION R2023-06 ACCEPTING RIVERVIEW INFRASTRUCTURE**  
(Discussion/Action) (Motion) **(Roll Call Vote)**

**17. DIRECTOR COMMENTS/SUGGESTIONS**

*In accordance with Government Code 54954.2(a), directors and staff may make brief announcements or brief reports of their own activities. They may ask questions for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda.*

**18. ADJOURNMENT** (Motion)

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 24 hours prior to a special meeting, will be made available for public inspection in the District offices during normal business hours. If, however, the document 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.

In compliance with federal and state laws concerning disabilities, if you are an individual with a disability and you need a disability-related modification or accommodation to participate in this meeting or need assistance to participate in this meeting, please contact the District Office at 916-354-3700 or awilder@rmcsd.com. Requests must be made as soon as possible.



Note: This agenda is posted pursuant to the provisions of the Government Code commencing at Section 54950. The date of this posting is March 10, 2023. Posting locations are: 1) District Office; 2) Rancho Murieta Post Office; 3) Rancho Murieta Association; 4) Murieta Village Association.



**RANCHO MURIETA COMMUNITY SERVICES DISTRICT  
SPECIAL BOARD MEETING MINUTES**

February 13, 2023  
Open Session 3:00 p.m.

**1. CALL TO ORDER/ROLL CALL**

President Maybee called the Special Board Meeting of the Board of Directors of Rancho Murieta Community Services District to order at 3:00 p.m. in the District meeting room, 15160 Jackson Road, Rancho Murieta. Director's present at the District office were Tim Maybee, Linda Butler, and Martin Pohll. Randy Jenco was absent. Also present were Michael Fritschi, Interim General Manager; Travis Bohannan, Interim Director of Operations, and Amelia Wilder, District Secretary.

**2. CONSIDER ADOPTION OF AGENDA**

**Motion/Maybee to adopt the Agenda. Second/Butler. Roll Call Vote: Ayes: Maybee, Butler, Pohll. Noes: None. Absent: Jenco. Abstain: None.**

**3. COMMENTS FROM THE PUBLIC**

None.

**4. APPROVE RESOLUTION R2023-04 DESIGNATION OF APPLICANT'S AGENT RESOLUTION**

Michael Fritschi, Interim General Manager, introduced Resolution R2023-04, stating FEMA needs to have this resolution on file designating an Authorized Representative to file documents with them. He then described the damage caused by the recent storm. **Motion/Maybee to approve Resolution R2023-04 naming an Authorized agent for FEMA. Second/Booth. Roll Call Vote: Ayes: Maybee, Butler, Pohll. Noes: None. Absent: Jenco. Abstain: None.**

**5. DIRECTOR COMMENTS/SUGGESTIONS**

None.

**6. ADJOURNMENT**

**Motion/Maybee to adjourn at 3:08 p.m. Second/Pohll. Roll Call Vote: Ayes: Maybee, Butler, Pohll, Booth. Noes: None. Absent: Jenco. Abstain: None.**

Respectfully submitted,

Amelia Wilder  
District Secretary



# RANCHO MURIETA COMMUNITY SERVICES DISTRICT REGULAR BOARD MEETING MINUTES

February 15, 2023

Closed Session 4:00 p.m./Open Session 5:00 p.m.

## 1. CALL TO ORDER/ROLL CALL

President Maybee called the Regular Board Meeting of the Board of Directors of Rancho Murieta Community Services District to order at 4:00 p.m. in the District meeting room, 15160 Jackson Road, Rancho Murieta. Director's present at the District office were Tim Maybee, Randy Jenco, Linda Butler Martin Pohll and Stephen Booth. Also present at the District office were Michael Fritschi, Interim General Manager; Paula O'Keefe, Director of Administration, Travis Bohannon, Interim Director of Operations; Kelly Benitez, Security Supervisor; Andrew Ramos, District General Counsel; and Amelia Wilder, District Secretary.

## 2. CONSIDER ADOPTION OF AGENDA

**Motion/Maybee to adopt the Agenda. Second/Butler. Roll Call Vote: Ayes: Maybee, Jenco, Butler, Pohll, Booth. Noes: None. Absent: None. Abstain: None.**

## 3. BOARD ADJOURNED TO CLOSED SESSION TO DISCUSS THE FOLLOWING ITEMS:

- A. *Conference with legal counsel concerning significant exposure to litigation pursuant to Gov. Code 54956.9(d)(2) and (e)(1) (one case) and potential initiation of litigation pursuant to Gov. Code 54956.9(d)(4) (one case)*
- B. *Closed session regarding appointment of the General Manager (Gov. Code, § 54957.)*

## 4. OPEN SESSION/REPORT ACTION FROM CLOSED SESSION

Director Maybee reported that no decisions were made.

## 5. CONSENT CALENDAR

**Motion/Maybee to approve Consent Calendar. Second/Booth. Roll Call Vote: Ayes: Maybee, Jenco, Butler, Pohll, Booth. Noes: None. Absent: None. Abstain: None.**

## 6. STAFF REPORTS

Under Agenda Item 6A, Mr. Fritschi gave a summary of activities during the previous month, highlighting the following topics:

- Water and Drought Relief
  - Integrated Water Master Plan
- Development
  - Developer Billing
  - Murieta Gardens Property Tax Analysis
- Administration
  - General Staffing Update
  - FEMA Disaster Relief
  - PRA Requests

- Outreach & Regional Communication
  - GM Presidents Meeting
- Conference/Education Opportunities

Director Butler would like 45 days to look at the Draft Integrated Water Master Plan.

Director Maybee asked if we could add Item E. Communications Committee Report to Staff Reports.

Under Agenda Item 6B, Paula O’Keefe, Director of Administration, gave the Board the Administration/Finance Report. She highlighted the following topics:

- Accounting Updates
- Tyler Technologies Implementation
- Monthly Budget to Actuals
- Procurement and Contracts
- Interfund Borrowing
- Utility Billing
- Account Corrections/Refunds
- Aging Report

She added that the audit will be submitted to Richardson and Co.

Under Agenda Item 6C, Kelly Benitez, Security Supervisor, began his presentation with a letter that he received from a resident praising Gate Officer Karen Hessler. He continued with his update to the Board with a summary of August’s activities in the Security Department, including:

- Operations Update
- Rancho Murieta Association Activity
- Vehicle Cameras
- Incidents of Note
- RMA Violation Report
- Gate Entries Denied Reports
- Cases by Breakdown Report

Under Agenda Item 6D, Travis Bohannon, Interim Director of Operations, gave a summary of the utility update, including:

- Water Treatment Facility
- Water Consumption
- Raw Water Storage & Delivery
- Wastewater Facility
- Utility Crew Report
- Infrastructure
  - SB 170 Funded Projects
  - Water Treatment Facility
  - Lift Stations
- Emergency Projects
  - Rio Oso
  - Lake 11
- Development

- Blackfish in Calero – this item will be heard at the March 7, 2023 Improvements Committee Meeting
- Boat ramp in Calero – this item will be heard at the March 7, 2023 Improvements Committee Meeting

## 7. REVIEW DISTRICT MEETING DATES/TIMES FOR JANUARY 2023

Staff received instruction to reschedule the Finance Committee Meeting to March 2, 2023.

## 8. CORRESPONDENCE

None.

## 9. COMMENTS FROM THE PUBLIC

John Merchant asked questions about the water rights permit.

Janis Eckard addressed the Board with comments about the Integrated Water Master Plan.

## 10. RECEIVE UPDATE FROM MARTIN POHLL ON THE GENERAL MANAGER TRANSITION AD HOC COMMITTEE

Director Pohll Updated the Board on the progress of the Ad Hoc Committee.

## 11. INTRODUCE ORDINANCE O2023-01 AMENDING DISTRICT CODE CHAPTERS 14, 15, 16, 21 AND 31 REGARDING REFUND REQUESTS AND COLLECTION OF DELINQUENCIES

Ms. O'Keefe informed the Board that this was an update to the same Ordinance introduced at the January 18, 2023 Board meeting. Language concerning the past billing for rate adjustments was added.

**Motion/Maybee to introduce Ordinance O2023-01 amending District Code Chapters 14, 15, 16, 21 and 32. Second/Jenco. Roll Call Vote: Ayes: Maybee, Jenco, Butler, Pohll, Booth. Noes: None. Absent: None. Abstain: None.**

## 12. ADOPTION OF ORDINANCE O2023-02 AMENDING DISTRICT CODE CHAPTER 3 CONFLICT OF INTEREST

**Motion/Booth to adopt Ordinance O2023-02 amending District Code Chapter 3 Conflict of Interest. Second/Maybee. Roll Call Vote: Ayes: Maybee, Jenco, Butler, Pohll, Booth. Noes: None. Absent: None. Abstain: None.**

**Motion/Booth to adopt Ordinance O2023-02 amending District Code Chapter 3 Conflict of Interest. Second/Maybee. Roll Call Vote: Ayes: Maybee, Jenco, Butler, Pohll, Booth. Noes: None. Absent: None. Abstain: None.**

## 13. ADOPTION OF RESOLUTION R2023-03 APPROVING CHANGES TO MEMORANDUM OF UNDERSTANDING WITH OE3

There was a discussion about the change, which will add ballistic vests to the uniform for Patrol Officers.

**Motion/Booth to adopt Resolution R2023-03 approving changes to memorandum of understanding with OE3. Second/Maybee. Roll Call Vote: Ayes: Maybee, Jenco, Butler, Pohll, Booth. Noes: None. Absent: None. Abstain: None.**

## 14. DISCUSS COMMUNITY COMMUNICATION ON INTEGRATED WATER MASTER PLAN

Mr. Fritschi reported that the District has engaged with a facilitator for the Integrated Water Master Plan communications with the Community. Director Booth will help with the communications. We tentatively plan the following meetings:

- A. Townhall meeting (Tentatively set for 10 AM – 1 PM on March 18<sup>th</sup>) where discussions of what an IWMP is and what the District will be undertaking.
- B. Special Board Meeting to consider study metrics and assumptions to be used in the plan.
- C. Special Board Meeting to get a status update of the plan and to consider capital costs associated with the study metrics and assumptions made.
- D. Regular Board Meeting to receive and review the draft plan.
- E. Regular Board Meeting to accept the final draft plan.

There was Board and Public discussion.

#### **15. DISCUSSION FOR 2023-24 BUDGET DEVELOPMENT PROCESS**

Ms. O'Keefe presented two scenarios and timelines for the Prop. 218 process, one that would include a small increase in July 2023, then a five-year rate study concluding prior to the Prop. 218 process for FY 2024-25. The second option reflected the five-year rate study being completed in late 2023 and having a Prop. 218 notice in September, with the increase starting in January 2024. **Motion/Booth to adopt Option 1, and at a subsequent meeting we discuss the difference between option one and option two. Second/Butler. Roll Call Vote: Ayes: Maybee, Jenco, Butler, Pohll, Booth. Noes: None. Absent: None. Abstain: None.**

#### **16. DIRECTOR COMMENTS/SUGGESTIONS**

Director Maybee asked that we post the March 18, 2023 Integrated Water Master Plan Meeting to all homeowner's associations. He also instructed Staff to close the office for necessary trainings during the month of April.

#### **17. ADJOURNMENT**

**Motion/Maybee to adjourn at 7:49 p.m. Second/Butler. Roll Call Vote: Ayes: Maybee, Jenco, Butler, Pohll, Booth. Noes: None. Absent: None. Abstain: None.**

Respectfully submitted,

Amelia Wilder  
District Secretary

# MEMORANDUM

Date: March 7, 2023  
To: Board of Directors  
From: Communication & Technology Committee Staff  
Subject: March 2, 2023, Communication & Technology Committee Meeting Minutes

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## **1. CALL TO ORDER**

Director Butler called the meeting to order at 8:30 a.m. Present were Director Butler and Director Booth. Present from District staff were Michael Fritschi, Interim General Manager; Kelly Benitez, Security Supervisor; and Amelia Wilder, District Secretary.

## **2. COMMENTS FROM THE PUBLIC**

None.

## **3. MONTHLY WEBSITE AND SOCIAL MEDIA UPDATE AND FAQ'S**

Amelia Wilder, District Secretary, gave an update of the statistics related to the number of visits per page to Facebook and RMCS.com.

## **4. DISCUSS PIPELINE**

Director Butler reviewed how the Pipeline is set up. The Directors would like to more detail in the Meeting notes.

## **5. COMMUNICATIONS WITH THE COMMUNITY CONCERNING INTEGRATED WATER MASTER PLAN (IWMP)**

Direction was given to Staff on the advertisement of the IWMP.

## **6. DIRECTOR AND STAFF COMMENTS**

Director Butler discussed a letter she received from Mr. Coons concerning biodegradable bags in Organic Waste.

## **7. Adjournment**

The meeting was adjourned at 8:11 a.m.

# MEMORANDUM

Date: March 7, 2023  
To: Board of Directors  
From: Security Committee Staff  
Subject: March 2, 2023 Security Committee Meeting Minutes

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## 1. CALL TO ORDER

Director Maybee called the meeting to order at 10:00 a.m. Present was Director Maybee. Present from District staff were Michael Fritschi, Interim General Manager; Paula O'Keefe, Director of Administration; Travis Bohannon, Interim Director of Operations; Kelly Benitez, Security Supervisor; and Amelia Wilder, District Secretary.

## 2. COMMENTS FROM THE PUBLIC

None.

## 3. MONTHLY UPDATES

Kelly Benitez, Security Supervisor gave the Operations Updates, touching on the following topics:

- Operations Update
- New Patrol Vehicle
- Safety Center
- Motorola Batteries for radios
- Garden Association Cameras
- Number of calls inside and outside of gates
- Ballistic Vests

Mr. Benitez discussed the Department's desire to purchase ballistic vests for Security Patrol. Paula O'Keefe, Director of Administration, reported that she had been in contact with OE3, who will waive the meet and confer. Staff would like to take a Resolution to the Board at the February 15, 2023 meeting. ***This item will be on the February 15, 2023 Board Agenda.***

## 4. DISCUSS BALLISTIC VESTS

This item was discussed during item #3.

## 5. DISCUSSION OF STAFF SAFETY

Ms. O'Keefe discussed recent interactions with the public at the front counter, citing safety concerns. She is getting bids to transform the front counter into a safer space, with safety glass and two separate work areas. This will also include repositioning the cameras. The Committee approved the changes.

## 6. DIRECTOR & STAFF COMMENTS

Director Maybee mentioned that a greater understanding of the Budget is needed.

## 7. ADJOURNMENT

The meeting adjourned at 10:57 a.m.



## MEMORANDUM

Date: March 8, 2023  
To: Board of Directors  
From: Finance Committee Staff  
Subject: March 2, 2023, Special Finance Committee Meeting Minutes

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### **1. CALL TO ORDER**

Director Pohll called the meeting to order at 11:00 a.m. Present were Director Pohll and Director Booth. Present from District staff were Michael Fritschi, Interim General Manager; Paula O’Keefe, Director of Administration; Kelly Benitez, Security Supervisor; and Amelia Wilder, District Secretary.

### **2. COMMENTS FROM THE PUBLIC**

Richard Gehrs confirmed that there was not a packet for today’s meeting. The presentation was posted to the website after the meeting.

### **3. RECEIVE AUDIT AND BUDGET TO ACTUAL REPORT UPDATE FROM THE PUN GROUP**

Vanessa Burke, PUN Group, reported that the Audit will be submitted March 6, 2023. Paula O’Keefe, Director of Administration, reported on the Budget to Actuals. There was a discussion about the final numbers. Director Booth asked for a monthly report.

### **4. MID/YEAR/YEAR END BUDGET PROJECTION FOR FY 2023 RECEIVE UPDATE FROM THE PUN GROUP**

Ms. O’Keefe reviewed the Budget Projections, detailing each fund.

### **5. PROP 218 DISCUSSION FOR FY 2023-24**

Ms. O’Keefe discussed the plan for the Prop 218 Notice, stating there would be separate notices for Water, Wastewater, and Solid Waste. There will be an initial Board Meeting in late March then a townhall meeting after the Notice has been sent out.

### **6. DISCUSS TYLER TIMELINE FOR TRAINING**

Ms. O’Keefe reported that she has been attending training with Tyler. The bills should come from Tyler April 25, 2023.

### **7. DISCUSS RFP FOR FIVE-YEAR RATE STUDY**

Ms. O’Keefe informed the Committee that Staff plans to issue an RFP in the next few weeks for a Five-Year Rate Study. This will have the option to bid on Capital Improvements Study.

### **8. DISCUSS SECURITY STAFFING**

Ms. O’Keefe led a discussion with different scenarios of how many employees the District can employ with current Measure J funding. There was also a discussion about reviewing contracts with the homeowner’s associations and the services we provide them. The Committee asked that a new scenario be produced that shows how many employees we can provide with \$50,000 from property taxes.

**9. DIRECTOR AND STAFF COMMENTS/SUGGESTIONS**

None.

**10. ADJOURNMENT** The meeting was adjourned at 12:41 p.m.

DRAFT

## MEMORANDUM

Date: March 7, 2023  
To: Board of Directors  
From: Improvements Committee Staff  
Subject: March 7, 2023, Improvements Committee Meeting Minutes

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### 1. CALL TO ORDER

Director Pohll called the meeting to order at 8:00 a.m. Present was Director Pohll. Present from District staff were Michael Fritschi, Interim General Manager; Kelly Benitez, Security Supervisor and Amelia Wilder, District Secretary.

### 2. PUBLIC COMMENT

None.

The order of the agenda items was changed to accommodate guest speakers.

### 3. ITEM #6 MOVED TO ITEM #3 DISCUSS BOAT RAMP AT CALERO

Rod Hart, Operations Manager at RMA, discussed the Association's desire to add a boat ramp to Calero to aid in boats getting into and out of the water. There was a discussion. ***This item will be on the March 15, 2023 Board Agenda.***

### 4. DISCUSS INTRODUCTION OF BLACKFISH TO CALERO

Jim Monical, Rancho Murieta Fishing Club President, discussed the addition of Blackfish to Calero. This was discussed at the February 15, 2023 Board Meeting and the Board directed the Improvements Committee to hear this request and allow Mr. Fritschi to decide. The Committee instructed Mr. Fritschi to check with the Department of Water Resources to make sure there are no conflicts and report his decision to the Board.

### 5. MONTHLY UPDATE

Michael Fritschi, Interim General Manager, gave a summary of the Utilities Department Update with a discussion on the following topics:

- SB 170 Projects
  - Water Treatment Facility Sodium Hypochlorite Conversion
  - Recycled Water Disinfection Project
  - Granlees Safety Improvements
- Storm Clean Up
- Water
- Sewer
  - Wastewater Facility
  - Lift Station Projects
- Drainage
  - Lake 11 Project
- Site Development Update

- Riverview infrastructure is ready to be accepted by the District. ***This item will be on the March 15, 2023 Board Agenda.***

**6. DISCUSS TRANSFER OF WOODEN BRIDGE**

This item was pulled from the Agenda.

**7. REVIEW WASTEWATER PLANT DRYING BED RFP**

Mr. Fritschi discussed the two bids that were received from the RFP. Staff recommended the bid from Prodigy Electric. ***This item will be on the March 15, 2023 Board Agenda.***

**8. DIRECTOR AND STAFF COMMENTS/SUGGESTIONS**

None

**9. ADJOURNMENT**

The meeting was adjourned at 8:54 a.m.

DRAFT

## MEMORANDUM

Date: March 12, 2023  
To: Board of Directors  
From: Paula O'Keefe, Director of Administration  
Subject: Approval of Check Register and Payroll Cash Requirements, February 2023

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Enclosed are the Check Register Report for February 2023, Payroll Cash Requirements reports dated February 2, 2023 and February 16, 2023.

Reviewed by:



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Michael Fritschi  
General Manager

# CASH REQUIREMENTS

**CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 02/03/23: \$87,726.63**

**IMPORTANT COVID-19 INFORMATION:** If you filed IRS Form 7200, please notify your Paychex representative to avoid owing a balance at the end of the quarter and ensure your Form 941 is accurate.

**TRANSACTION DETAIL**

**ELECTRONIC FUNDS TRANSFER** - Your financial institution will initiate transfer to Paychex *at or after 12:01 A.M.* on transaction date.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		<b>BANK DRAFT AMOUNTS &amp; OTHER TOTALS</b>
02/02/23	EL DORADO SAVINGS BANK,	xxxxxxxxxxxxx751	Direct Deposit	Net Pay Allocations	71,227.00	71,227.00
02/02/23	EL DORADO SAVINGS BANK,	xxxxxxxxxxxxx751	Garnishment	Employee Deductions	150.00	150.00
02/02/23	EL DORADO SAVINGS BANK,	xxxxxxxxxxxxx947	Taxpay®	Employee Withholdings		
				Medicare	1,328.69	
				Fed Income Tax	8,291.11	
				CA Income Tax	2,725.24	
				CA Disability	824.71	
				<b>Total Withholdings</b>	<b>13,169.75</b>	
				Employer Liabilities		
				Medicare	1,328.65	
				CA Unemploy	1,812.65	
				CA Emp Train	38.58	
				<b>Total Liabilities</b>	<b>3,179.88</b>	16,349.63
				<b>EFT FOR 02/02/23</b>		<b>87,726.63</b>
				<b>TOTAL EFT</b>		<b>87,726.63</b>

**REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES** - Paychex does not remit these funds. You must ensure accurate and timely payment of applicable items.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		<b>TOTAL</b>
02/03/23	Refer to your records for account	Information	Payroll	Employee Deductions		
				6.75% PERSx	3,552.86	
				7% PERSx	2,191.34	
				AFLAC	430.71	
				AFLSTD	219.19	
				DCOMP	2,377.61	
				Deduction	73.76	
				HEALTH	2,561.54	
				LEGSHI	46.95	
				LIFE INS	8.52	
				PERSM Post Tax	282.72	
				SURB	26.97	

# CASH REQUIREMENTS

**CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 02/03/23: \$87,726.63**

**REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES (cont.)** - Paychex does not remit these funds. You must ensure accurate and timely payment of applicable items.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	<u>TOTAL</u>
02/03/23	Refer to your records for account	Information	Payroll	Employee Deductions (cont.)	
				Union dues	384.02
				<b>Total Deductions</b>	<b>12,156.19</b>
<b>TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES</b>					<b>12,156.19</b>

**PAYCHEX WILL MAKE THESE TAX DEPOSIT(S) ON YOUR BEHALF** - This information serves as a record of payment.

<u>DUE DATE</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	
02/08/23	Taxpay®	FED IT PMT Group	10,948.45
02/08/23	Taxpay®	CA IT PMT Group	3,549.95

# CASH REQUIREMENTS

**CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 02/17/23: \$90,218.87**

**IMPORTANT COVID-19 INFORMATION:** If you filed IRS Form 7200, please notify your Paychex representative to avoid owing a balance at the end of the quarter and ensure your Form 941 is accurate.

**TRANSACTION DETAIL**

**ELECTRONIC FUNDS TRANSFER** - Your financial institution will initiate transfer to Paychex *at or after 12:01 A.M.* on transaction date.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		<b>BANK DRAFT AMOUNTS &amp; OTHER TOTALS</b>
02/16/23	EL DORADO SAVINGS BANK,	xxxxxxxxxxxx751	Direct Deposit	Net Pay Allocations	73,590.44	<b>73,590.44</b>
02/16/23	EL DORADO SAVINGS BANK,	xxxxxxxxxxxx751	Readychex®	Check Amounts	295.65	<b>295.65</b>
02/16/23	EL DORADO SAVINGS BANK,	xxxxxxxxxxxx751	Garnishment	Employee Deductions	150.00	<b>150.00</b>
02/16/23	EL DORADO SAVINGS BANK,	xxxxxxxxxxxx947	Taxpay®	Employee Withholdings		
				Medicare	1,378.73	
				Fed Income Tax	8,743.98	
				CA Income Tax	2,745.81	
				CA Disability	841.37	
				<b>Total Withholdings</b>	<b>13,709.89</b>	
				Employer Liabilities		
				Medicare	1,378.72	
				CA Disability	3.60	
				CA Unemploy	1,067.86	
				CA Emp Train	22.71	
				<b>Total Liabilities</b>	<b>2,472.89</b>	<b>16,182.78</b>
				<b>EFT FOR 02/16/23</b>		<b>90,218.87</b>
				<b>TOTAL EFT</b>		<b>90,218.87</b>

**REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES** - Paychex does not remit these funds. You must ensure accurate and timely payment of applicable items.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		<u>TOTAL</u>
02/17/23	Refer to your records for account	Information	Payroll	Employee Deductions		
				6.75% PERSx	3,785.39	
				7% PERSx	2,153.17	
				AFLAC	430.71	
				AFLSTD	219.19	
				DCOMP	2,409.26	
				Deduction	96.76	
				HEALTH	2,730.23	
				LEGSHI	55.70	



# CASH REQUIREMENTS

**CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 02/17/23: \$90,218.87**

**REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES (cont.)** - *Paychex does not remit these funds. You must ensure accurate and timely payment of applicable items.*

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	<u>TOTAL</u>
02/17/23	Refer to your records for account	Information	Payroll	Employee Deductions (cont.)	
				LIFE INS	8.52
				PERSM Post Tax	282.72
				SURB	27.90
				Union dues	426.44
				<b>Total Deductions</b>	<b>12,625.99</b>
<b>TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES</b>					<b>12,625.99</b>

**PAYCHEX WILL MAKE THESE TAX DEPOSIT(S) ON YOUR BEHALF** - *This information serves as a record of payment.*

<u>DUE DATE</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	
02/23/23	Taxpay®	FED IT PMT Group	11,501.43
02/23/23	Taxpay®	CA IT PMT Group	3,590.78

Ranges: From: To: From: To:  
 Check Number First Last Check Date 2/1/2023 2/28/2023  
 Vendor ID First Last Checkbook ID First Last  
 Vendor Name First Last

Sorted By: Check Date

\* Voided Checks

Check Number	Check Date	Vendor	Checkbook ID	Amount
0010800	2/2/2023	Scott Jenkins	CSD CHECKING	\$173.31
0010801	2/2/2023	The Pun Group, LLC	CSD CHECKING	\$65,745.12
0010802	2/9/2023	ABA Protection Inc.	CSD CHECKING	\$7,904.83
0010803	2/9/2023	Aqua-Metric Sales Company	CSD CHECKING	\$6,346.48
0010804	2/9/2023	Aramark Uniform & Career Apparel, LLC	CSD CHECKING	\$927.18
0010805	2/9/2023	Backflow Distributors Inc	CSD CHECKING	\$6,116.28
0010806	2/9/2023	Brower Mechanical, Inc	CSD CHECKING	\$497.00
0010807	2/9/2023	California Laboratory Services	CSD CHECKING	\$1,465.00
0010808	2/9/2023	CVCWA	CSD CHECKING	\$3,100.00
0010809	2/9/2023	Chemtrade Chemicals US LLC	CSD CHECKING	\$3,659.90
0010810	2/9/2023	Daniel Ingram	CSD CHECKING	\$183.83
0010811	2/9/2023	EDCO Enterprises	CSD CHECKING	\$3,200.00
0010812	2/9/2023	Farzana Rahimi	CSD CHECKING	\$119.70
0010813	2/9/2023	FIDELITY NATIONAL TITLE	CSD CHECKING	\$171.14
0010814	2/9/2023	Folsom Lake Ford, Inc.	CSD CHECKING	\$854.81
0010815	2/9/2023	Hastie's Capitol Sand and Gravel Co.	CSD CHECKING	\$877.95
0010816	2/9/2023	HDR Engineering, Inc	CSD CHECKING	\$25,710.48
0010817	2/9/2023	Land Graphics Fencing Company	CSD CHECKING	\$5,280.00
0010818	2/9/2023	Old Republic Title	CSD CHECKING	\$168.97
0010819	2/9/2023	Placer Title Company	CSD CHECKING	\$210.45
0010820	2/9/2023	Solitude Lake Management LLC	CSD CHECKING	\$2,275.00
0010821	2/9/2023	State of California	CSD CHECKING	\$4,228.84
0010822	2/9/2023	Tree Tech Services	CSD CHECKING	\$3,150.00
0010823	2/9/2023	United Rentals Northwest, Inc.	CSD CHECKING	\$8,205.56
0010824	2/9/2023	Univar Solutions USA Inc	CSD CHECKING	\$4,630.42
0010825	2/9/2023	USA Blue Book	CSD CHECKING	\$7,902.57
0010826	2/9/2023	Ueware, Inc.	CSD CHECKING	\$26,273.00
0010827	2/9/2023	Zenon Environmental Corporation	CSD CHECKING	\$574.17
0010828	2/14/2023	ABA Protection Inc.	CSD CHECKING	\$1,175.69
0010829	2/14/2023	ABS Direct	CSD CHECKING	\$4,202.47
0010830	2/14/2023	A Leap Ahead IT	CSD CHECKING	\$7,251.40
0010831	2/14/2023	Applications By Design, Inc.	CSD CHECKING	\$1,260.00
0010832	2/14/2023	Apple One Employment Services	CSD CHECKING	\$8,486.04
0010833	2/14/2023	Arnolds For Awards	CSD CHECKING	\$23.55
0010834	2/14/2023	Bartkiewicz, Kronick & Shanahan	CSD CHECKING	\$27,071.23
0010835	2/14/2023	Best Best & Krieger	CSD CHECKING	\$1,518.00
0010836	2/14/2023	Caltronics	CSD CHECKING	\$88.12
0010837	2/14/2023	CIT	CSD CHECKING	\$475.22
0010838	2/14/2023	Clark Pest Control	CSD CHECKING	\$739.00
0010839	2/14/2023	Concentra DBA Occupational Health Centers o	CSD CHECKING	\$230.00
0010840	2/14/2023	Corelogic Solutions, LLC	CSD CHECKING	\$225.10
0010841	2/14/2023	County of Sacramento	CSD CHECKING	\$7,949.72
0010842	2/14/2023	County of Sacramento	CSD CHECKING	\$84.00
0010843	2/14/2023	Domino Solar LTD	CSD CHECKING	\$2,899.37
0010844	2/14/2023	Greenfield Communications	CSD CHECKING	\$448.99
0010845	2/14/2023	Laser Technology, INC.	CSD CHECKING	\$6,583.54
0010846	2/14/2023	Liebert Cassidy Whitmore	CSD CHECKING	\$362.50
0010847	2/14/2023	Mobile Mini Solutions	CSD CHECKING	\$289.10
* 0010848	2/14/2023	Rancho Murieta Country Club	CSD CHECKING	\$431.15
0010849	2/14/2023	Robert Half	CSD CHECKING	\$24,814.35
0010850	2/14/2023	Romo Landscaping	CSD CHECKING	\$585.00
0010851	2/14/2023	State of California	CSD CHECKING	\$111.00
0010852	2/14/2023	Stuntcams LLC	CSD CHECKING	\$1,200.00
0010853	2/14/2023	Tyler Technologies, INC	CSD CHECKING	\$3,905.00
0010854	2/14/2023	Wagner & Bonsignore Consulting Civil Engine	CSD CHECKING	\$390.00
0010855	2/14/2023	Walker's Office Supplies, Inc	CSD CHECKING	\$1,526.51
0010856	2/23/2023	ABS Direct	CSD CHECKING	\$2,940.42
0010857	2/23/2023	A Leap Ahead IT	CSD CHECKING	\$6,992.66

\* Voided Checks

Check Number	Check Date	Vendor	Checkbook ID	Amount
0010858	2/23/2023	Applications By Design, Inc.	CSD CHECKING	\$3,835.00
0010859	2/23/2023	Apple One Employment Services	CSD CHECKING	\$4,088.64
0010860	2/23/2023	Aramark Uniform & Career Apparel, LLC	CSD CHECKING	\$376.56
0010861	2/23/2023	Backflow Distributors Inc	CSD CHECKING	\$239.42
0010862	2/23/2023	Brower Mechanical, Inc	CSD CHECKING	\$650.10
0010863	2/23/2023	California Laboratory Services	CSD CHECKING	\$1,914.00
0010864	2/23/2023	Caltronics	CSD CHECKING	\$122.36
0010865	2/23/2023	Camberos Landscaping	CSD CHECKING	\$385.00
0010866	2/23/2023	CIT	CSD CHECKING	\$508.49
0010867	2/23/2023	Clark Pest Control	CSD CHECKING	\$739.00
0010868	2/23/2023	Compressed Air Services	CSD CHECKING	\$1,435.17
0010869	2/23/2023	Corelogic Solutions, LLC	CSD CHECKING	\$225.10
0010870	2/23/2023	County of Sacramento	CSD CHECKING	\$84.00
0010871	2/23/2023	Deluxe	CSD CHECKING	\$557.02
0010872	2/23/2023	Domenichelli and Associates, Inc	CSD CHECKING	\$3,591.00
0010873	2/23/2023	EDCO Enterprises	CSD CHECKING	\$7,600.00
0010874	2/23/2023	FIDELITY NATIONAL TITLE	CSD CHECKING	\$157.70
0010875	2/23/2023	Folsom Lake Ford, Inc.	CSD CHECKING	\$610.71
0010876	2/23/2023	Folsom Lake Ford, Inc.	CSD CHECKING	\$2,015.54
0010877	2/23/2023	Hach Company	CSD CHECKING	\$3,720.65
0010878	2/23/2023	John and Annie Harrigan	CSD CHECKING	\$410.84
0010879	2/23/2023	Onsolve, LLC	CSD CHECKING	\$5,761.65
0010880	2/23/2023	Operating Engineers Local Union No. 3	CSD CHECKING	\$731.04
0010881	2/23/2023	Pac Machine Co., Inc.	CSD CHECKING	\$5,803.61
0010882	2/23/2023	Pape Machinery	CSD CHECKING	\$444.83
0010883	2/23/2023	R&S Overhead Doors and Gates of Sacramento	CSD CHECKING	\$3,378.55
0010884	2/23/2023	Rancho Murieta Association	CSD CHECKING	\$734.65
0010885	2/23/2023	Rancho Murieta Country Club	CSD CHECKING	\$239.55
0010886	2/23/2023	Scott Rau	CSD CHECKING	\$150.00
0010887	2/23/2023	Robert Half	CSD CHECKING	\$6,902.40
0010888	2/23/2023	Solitude Lake Management LLC	CSD CHECKING	\$2,275.00
0010889	2/23/2023	State of California	CSD CHECKING	\$64.00
0010890	2/23/2023	State of California	CSD CHECKING	\$68.90
0010891	2/23/2023	Streamline	CSD CHECKING	\$300.00
0010892	2/23/2023	TNT Industrial Contractors Inc.	CSD CHECKING	\$10,112.50
0010893	2/23/2023	Tyler Technologies, INC	CSD CHECKING	\$650.00
0010894	2/23/2023	United Rentals Northwest, Inc.	CSD CHECKING	\$3,549.47
0010895	2/23/2023	USA Blue Book	CSD CHECKING	\$3,913.19
0010896	2/23/2023	Wagner & Bonsignore Consulting Civil Engine	CSD CHECKING	\$1,996.50
0010897	2/23/2023	Walker's Office Supplies, Inc	CSD CHECKING	\$2,726.64
0010898	2/23/2023	Wilmington Trust	CSD CHECKING	\$1,800.00
0010899	2/23/2023	Zenon Environmental Corporation	CSD CHECKING	\$12,483.90
0010900	2/23/2023	California Waste Recovery Systems	CSD CHECKING	\$151,564.55
0010901	2/23/2023	Dewberry Engineers Inc.	CSD CHECKING	\$17,186.50
0010902	2/23/2023	HDR Engineering, Inc	CSD CHECKING	\$13,168.30
0010903	2/23/2023	LUXURY CLEANING SERVICE	CSD CHECKING	\$2,000.00
0010904	2/23/2023	State of California	CSD CHECKING	\$2,085.10

Total Checks: 105

Total Amount of Checks: \$587,137.10



# Rancho Murieta Association Memorandum

**To:** CSD Board  
**From:** Rod Hart  
**Date:** March 9, 2023  
**Subject:** Calero Boat Dock Location

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The Rancho Murieta fishing club has requested that we install a boat dock and launching ramp at Calero Lake. This installation was discussed at the CSD improvements committee meeting for their consideration. We feel that the future Calero Lakeside Park is the most suitable location for this project. This site will have suitable parking area and will keep all of the improvement on RMA owned land. I would be happy to attend your next Board meeting to discuss in more detail.



## MEMORANDUM

Date: March 15, 2023  
To: Board of Directors  
From: Michael Fritschi, Interim General Manager  
Subject: General Manager's Report

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### **ADMINISTRATION**

#### GENERAL STAFFING UPDATE

The District is actively searching to fill the open Accounting Manager position and has recently initiated the services of Management Resource Group to enhance the search for potential candidates.

#### FEMA DISASTER RELIEF

The District has had an initial meeting with its assigned FEMA representative. The District will be preparing documents for a recovery scoping meeting set up with FEMA for April 3. Cosumnes Irrigation Association (CIA) has begun repair of the CIA ditch, and has paused for the march 9<sup>th</sup> storm.

### **DEVELOPMENT**

#### DEVELOPER BILLINGS

Progress has been made on bringing the Developer billings up to date, including Retreats North & East. There are currently about 20 billings that still need to be brought up to speed, many of which are under current review. The District is working to restore the process of providing monthly statements.

#### MURIETA GARDENS PROPERTY TAX ANALYSIS

The District has finished the initial analysis for the Murieta Gardens property tax restoration. Staff met with the representative of the Cosumnes River Land LLC to discuss the analysis and settle reparations. The District will amend the initial analysis based on additional information supplied at the meeting. While there have been some initial issues with updating the account, staff are confident moving forward, that the Murieta Gardens parcels will be billed correctly for property tax.

#### RIVERVIEW

Riverview has completed punch list items for utilities for Phase 1A & 1B. Riverview is submitting the required items to have the District Board formally accept the infrastructure and start the warranty period for the donated infrastructure. Once accepted, the infrastructure will be booked into a District depreciation schedule.

#### RETREATS NORTH

Staff have met and corresponded with KHovnanian Homes to resolve District and Developer commitments that need to be met prior to releasing (49) water meters to the Retreats North.

## **OUTREACH & REGIONAL COMMUNICATION**

### **RANCHO MURIETA ASSOCIATION**

A meeting is set up for March 30<sup>th</sup> with the General Manager of the Rancho Murieta Association and the District IT to discuss the planning and installation of a VLAN that would assist in integrating the District and RMA camera utilization.

### **RM ANGLERS**

100 Blackfish adults and 8000 Blackfish juveniles will be released into Reservoir Calero. The District heard from the District Biologist from Fish and Wildlife and from the Department of Water Resources, both of which take no exception to the release. In addition, there seemed to be significant support indicated for this release at the prior Board meeting and the prior Improvements Committee Meeting. This initial release will be approved.

### **INTEGRATED WATER MASTER PLAN & BUDGET COMMUNICATIONS**

The District has entered into two contracts with Lucy Croker to assist in the facilitation and enhancement of communication for the Integrated Water Master Plan process and the fiscal year 23-24 budget process. Ms. Crocker will be providing assistance with:

- Advertisement design and coordination
- Process consulting and coordination
- Stakeholder interviews
- Meeting planning and facilitation

The District has reserved the Murieta Room for 10 AM Townhall Meeting on the 18<sup>th</sup> of March to discuss the Integrated Water Master Plan. Advertisements for the initial meeting have been put in place to get the word out to the community.

The District is working on establishing a townhall style meeting to disseminate information regarding the proposed budget for fiscal year 23-24. April 18<sup>th</sup> is a tentative date selected to hold the townhall style meeting. The District will also be renting the Murieta Room at the Country club to hold the meeting.

At the direction of the GM Transition ad hoc committee the District is contracting with Russ Branson to provide budget projections for FY 23-24, Russ will be working with PUN and our staff to get this done prior to the 218 notice.

# MEMORANDUM

Date: March 15, 2023  
To: Board of Directors  
From: Paula O’Keefe, Director of Administration  
Subject: Administration / Financial Update

---

The following items were discussed during the March finance Committee Meeting:

- Audit update from PUN
- Preliminary Mid-year/Year end update
- Prop 218 discussion for FY24
- Tyler Timeline for training
- RFP for 5 year rate/CIP study
- Security Staffing

The following is the summary of the March 2022 monthly Board Financial Report. The following are highlights from various internal financial reports. Please feel free to call me before the Board meeting regarding any questions you may have relating to these reports.

### ***Accounting Updates***

District staff have provided all of the necessary information to the PUN Group for submission to Richardson CPAs. Staff expect to engage with Richardson over the next couple of weeks for testing and validation.

### ***Tyler Technologies Implementation***

The Tyler project team provided staff with a finalized schedule for Utility Billing Module implementation. System testing, updating and validating data and process training will begin the first week of February to conclude with a “go live” date of April 1, 2023.

Staff ran utility billing the week of February 27 and provided new data to the Tyler project team. Staff began testing new data within the utility billing system and found several errors within the transfer of data for Tyler project team corrections. Tyler and District are also working with the finalization of the paper bills and are working with the printer to ensure paper bills are printed correctly with all pertinent information. Staff end-user testing will begin the week of March 20, 2023 in preparation for systems implementation. All District Administration staff will have minimal availability for customer service. Once more information is available, a notification will be posted on the website and Facebook.

### ***Monthly Budget to Actuals***

Monthly Budget to Actuals are attached through December 31, 2022. Below is a summarized table by fund:

<b>FY 2022-23 Budget by Fund</b>			
<b>Revenues</b>		<b>Expenditures</b>	
Administration	63,637	Administration	1,399,035
Water	1,795,064	Water	1,118,329
Wastewater	1,050,309	Wastewater	847,452
Drainage	111,601	Drainage	201,904
Solid Waste	500,114	Solid Waste	286,732
Security	707,664	Security	931,442

### **Procurement and Contracts**

The District recently contracted with the following vendors:

Russ Branson - \$24,000

Lucy & Company - \$24,400

Municipal Resources Group - \$10,000

### **Interfund Borrowing**

The following are the updated totals for the repayment of the interfund borrowing as of February 28, 2023.

	<i>Fiscal Yr Beg Balance</i>	<i>Prior Month Ending Balance</i>	<i>Monthly Payment</i>	<i>YTD YTD Repayment</i>	<i>Period End Balance 02/28/2023</i>
<i>Inter-fund Borrowing</i>	<i>7/1/2022</i>				
WTP Construction Loan from Sewer	444,774	350,811	11,734	105,697	339,077
WTP Construction Loan from WSA	148,264	116,943	3,911	35,232	113,031
<b>Total Inter-fund Borrowing</b>	<b>593,038</b>	<b>467,754</b>	<b>15,645</b>	<b>140,930</b>	<b>452,108</b>

### **Utility Billing**

The District continues to work with residents each month to prevent water shutoffs. The District currently has 23 payment installment agreements with residents and continue to encourage residents to resolve outstanding payments and bring their accounts current and in good standing. The District has locked off three residents and continues to work through the most egregious outstanding balances. Currently the district has 49 residents who are 90 days past due. We appreciate the residents who have been proactive in contacting us and working with us to bring their accounts current.

We encourage residents to work with the District to prevent additional late fee assessments and highly encourage all residents with past-due balances to contact the District immediately to rectify their account status. If entering into a payment plan, you are required to pay your monthly balance (including past due balance) in full or it will void the terms of the payment plan agreement. This means the account is now due and payable immediately and District staff will initiate the 10-day shut off notification. The District has encountered several residents who entered into payment agreements and subsequently voided them after nonpayment, however those residents brought their accounts current immediately in order to prevent utility shut offs.

### **Account Corrections/Refunds**

District staff continue to review accounts and are working to ensure all accounts are being charged correctly. As previously reported, the analysis of the trash resulted in several residences that either were owed a refund or owed the District additional dollars to cover misapplied flat charges. When the ordinance changes to add language allowing refunds and collections is approved, impacted residents will begin to receive letters notifying them of any corrections to their billing.

### **Aging Report**

The total amount due to the District for outstanding 60 and 90 day past due balances is \$39,182.65. There are 45 residents who are 60 days past due for a total of \$5,953.01 and 49 residents 90 days past due in the amount of \$33,229.64. Staff have resumed water shutoffs and continue to encourage all residents to bring their accounts current to avoid shutoff.



***Reserve Funds Balance Sheet***

Staff will not be presenting a reserve fund sheet for the month of March. The PUN Group are wrapping up the fund balance totals and will have updated reserve amounts at a later date.

***Investment Report***

The District investment is attached for review.

# RANCHO MURIETA COMMUNITY SERVICES DISTRICT

## INVESTMENT REPORT

February 28, 2023

### CSD FUNDS

#### EL DORADO SAVINGS BANK

Savings	\$	2,442,903
Checking	\$	584,930
Payroll	\$	140,154
<b>BANNER BANK EFT PAYMENTS ACCOUNT</b>	<b>\$</b>	<b>1,654,462</b>

### CSD OPERATING CAPITAL

<b>TOTAL AVAILABLE CASH*</b>	<b>\$</b>	<b>4,822,448</b>
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### CSD INVESTMENT

LOCAL AGENCY INVESTMENT FUND (LAIF)	\$	8,418,654
CALIFORNIA ASSET MGMT PROGRAM (CAMP)	\$	654,225
<b>TOTAL</b>	<b>\$</b>	<b>13,895,327</b>

### MELLO ROOS BOND

#### COMMUNITY FACILITIES DISTRICT NO. 2014-1 (CFD)

<b>BANK OF AMERICA</b>	<b>\$</b>	<b>118,827</b>
<b>WILMINGTON TRUST</b>		
Bond Special Tax Fund	\$	102,908
Bond Redemption Account	\$	-
Bond Acq & Construction	\$	24,439
Bond Reserve Fund	\$	392,805
Bond Surplus	\$	216,167
Bond Admin Expense	\$	22,843
Bond Principal	\$	-
Bond Interest	\$	-
	<b>\$</b>	<b>877,989</b>

\*Investments comply with the CSD adopted investment policy.

PREPARED BY: Paula O'Keefe

REVIEWED BY:  , District Treasurer

**Rancho Murieta CSD**  
**FY 2022-23 Budget and Actual - By Account**  
**As of December 31, 2022**  
**100 Administration Fund**

	<b>Adopted Budget 2022-2023</b>	<b>Quarter 1</b>	<b>Quarter 2</b>	<b>Year to Date Total</b>	<b>% of Budget</b>	<b>Remaining Budget 2022-2023</b>
<b>REVENUES</b>						
Property Tax	\$ 775,000	-	-	-	0.00%	\$ 775,000
Other Revenue						
Title Transfer Fee		3,800	1,700	5,500		(5,500)
Misc Revenue	42,000	37,509	19,892	57,400	136.67%	(15,400)
Interest Income	450	311	425	737	163.75%	(287)
CIA Ditch Service Charge	-	-	-	-	0.00%	-
<b>Total Revenues</b>	<b>817,450</b>	<b>41,620</b>	<b>22,017</b>	<b>63,637</b>	<b>7.78%</b>	<b>753,813</b>
<b>EXPENDITURES</b>						
Salaries	948,800	209,608	183,673	393,281	41.45%	555,519
Benefits & Pension	464,173	179,659	263,539	443,198	95.48%	20,975
Insurance		86,203	11,000	97,203		
Professional Services	460,663	103,151	201,014	304,165	66.03%	156,498
Materials & Supplies	64,750	6,662	10,466	17,128	26.45%	47,622
Maintenance & Repairs		3,080	16,029	19,108	0.00%	(19,108)
Technology Systems		57,147	42,958	100,105		(100,105)
Regulatory Fees		-	-	-		-
Utilities		-	-	-	0.00%	-
Other Expenses	39,400	5,808	15,269	21,077	53.49%	18,323
Capital Improvement		-	3,770	3,770	0.00%	(3,770)
<b>Total Expenditures</b>	<b>1,977,786</b>	<b>651,316</b>	<b>747,718</b>	<b>1,399,035</b>	<b>70.74%</b>	<b>675,954</b>
<b>RESULTS FROM OPERATIONS</b>	<b>(1,160,336)</b>	<b>(609,696)</b>	<b>(725,701)</b>	<b>(1,335,397)</b>		<b>77,859</b>
<b>ADMINISTRATIVE ALLOCATION</b>						
Administration	(1,977,786)	(494,447)	(494,447)	(988,893)		(988,893)
<b>Total Administration Allocation</b>	<b>(1,977,786)</b>	<b>(494,447)</b>	<b>(494,447)</b>	<b>(988,893)</b>		<b>(988,893)</b>
<b>RESULTS FROM OPERATIONS</b>	<b>(3,138,122)</b>	<b>(1,104,143)</b>	<b>(1,220,148)</b>	<b>(2,324,290)</b>		<b>(911,034)</b>
<b>TRANSFERS</b>						
Transfer Out - Administration		-	-	-		-
Transfer Out - Drainage	(89,783)	-	-	-		(89,783)
Transfer Out - Security	(414,591)	-	-	-		(414,591)
Transfer Out - Wastewater	(159,651)	-	-	-		(159,651)
Transfer Out - Solid Waste	(110,975)	-	-	-		(110,975)
<b>Transfer Out Total</b>	<b>(775,000)</b>	<b>-</b>	<b>-</b>	<b>-</b>		<b>(775,000)</b>
<b>Increase (Decrease) in Net Position</b>	<b>\$ (3,913,122)</b>	<b>(1,104,143)</b>	<b>(1,220,148)</b>	<b>(2,324,290)</b>		<b>\$ (1,686,034)</b>

**Notes**

Property taxes are received in two installments during the year (generally January and May) with a supplemental installment received in August. Amount received will be accrued back to the Fiscal Year 2021-22 in accordance with GASB standards.

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Property taxes are allocated as approved per budget resolution to Wastewater, Drainage, Solid Waste and Security

Interfund transfers offset at a District-wide level.

**Rancho Murieta CSD**  
**FY 2022-23 Budget and Actual - By Account**  
**As of December 31 2022**  
**200 Water Fund**

	Adopted Budget 2022-2023	Quarter 1	Quarter 2	YTD Total 2022-2023	% of Budget	Remaining Budget 2022-2023
<b>REVENUES</b>						
<b>Property Tax</b>	-	-	-	-	0.00%	-
<b>Charges for Services</b>						
Residential Fees	2,490,075	721,461	538,222	1,259,684	50.59%	1,230,391
Commercial Fees	320,737	102,791	49,089	151,880	47.35%	168,857
Reserves Fees	468,854	150,862	102,460	253,322	54.03%	215,532
WTP Debt Service Fee	212,199	47,062	46,953	94,015	44.30%	118,184
Late Fees & Penalties	20,000	6,329	7,132	13,461	67.31%	6,539
Connection and Permit Fees	37,400	10,041	-	10,041	26.85%	27,359
<b>Other Revenue</b>						
Misc Revenue	33,320	10,604	2,254	12,858	38.59%	20,462
Interest Income	3,800	-	-	-	0.00%	3,800
CIA Ditch Service Charge	-	(196)	-	(196)	0.00%	196
<b>Total Revenues</b>	<u>3,586,385</u>	<u>1,048,954</u>	<u>746,111</u>	<u>1,795,064</u>	<u>50.05%</u>	<u>1,791,321</u>
<b>EXPENDITURES</b>						
<b>Supervision</b>						
Salaries	131,210	95,187	104,255	199,442	152.00%	(68,232)
Benefits & Pension	59,590	15,714	14,736	30,450	51.10%	29,140
Professional Services	120,000	18,640	31,909	50,550	42.12%	69,450
Materials & Supplies	43,905	2,983	16,954	19,937	45.41%	23,968
Maintenance & Repairs	71,100	9,241	5,676	14,917	20.98%	56,183
Other Expenses	246,915	2,701	3,877	6,577	2.66%	240,338
Technology Systems	-	760	-	760	0.00%	(760)
Capital Improvement	-	82,871	(451,673)	(368,803)	0.00%	368,803
Regulatory Fees	-	13,753	19,687	33,440	0.00%	(33,440)
<b>Total</b>	<u>672,720</u>	<u>241,851</u>	<u>(254,580)</u>	<u>(12,729)</u>	<u>-1.89%</u>	<u>685,449</u>
<b>Source of Supply</b>						
Salaries	24,442	-	5,202	5,202	21.28%	19,240
Benefits & Pension	11,919	-	113	113	0.95%	11,806
Professional Services	47,500	-	-	-	0.00%	47,500
Materials & Supplies	17,500	343	492	835	4.77%	16,665
Maintenance & Repairs	25,000	7,144	38,786	45,930	183.72%	(20,930)
Utilities	87,450	-	-	-	0.00%	87,450
<b>Total</b>	<u>213,811</u>	<u>7,487</u>	<u>44,593</u>	<u>52,080</u>	<u>24.36%</u>	<u>161,731</u>
<b>Treatment</b>						
Salaries	256,641	59,780	61,227	121,007	47.15%	135,634
Benefits & Pension	125,139	4,257	3,787	8,044	6.43%	117,095
Professional Services	-	2,383	8,524	10,908	0.00%	(10,908)
Materials & Supplies	109,000	58,300	43,032	101,332	92.97%	7,668
Maintenance & Repairs	85,000	39,781	62,967	102,748	120.88%	(17,748)
Utilities	65,000	68,610	101,382	169,992	261.53%	(104,992)
Other Expenses	3,500	1,358	1,880	3,238	92.51%	262
<b>Total</b>	<u>644,280</u>	<u>234,470</u>	<u>282,799</u>	<u>517,269</u>	<u>80.29%</u>	<u>127,011</u>
<b>Transmission &amp; Delivery</b>						
Salaries	256,641	49,859	42,600	92,459	36.03%	164,182
Benefits & Pension	125,139	4,108	3,505	7,613	6.08%	117,526
Professional Services	-	-	-	-	0.00%	-
Materials & Supplies	41,500	22,215	15,837	38,052	91.69%	3,448
Maintenance & Repairs	80,000	5,355	42,067	47,422	59.28%	32,578
Utilities	42,000	-	-	-	0.00%	42,000
Other Expenses	-	1,180	-	1,180	0.00%	(1,180)
Regulatory Fees	-	-	-	-	0.00%	-
Capital Improvement	-	2,856	-	2,856	0.00%	(2,856)
<b>Total</b>	<u>545,280</u>	<u>85,572</u>	<u>104,008</u>	<u>189,581</u>	<u>34.77%</u>	<u>355,699</u>
<b>TOTAL OPERATING EXPENDITURES</b>	<u>2,076,091</u>	<u>569,380</u>	<u>176,820</u>	<u>746,200</u>	<u>35.94%</u>	<u>1,329,891</u>

**Rancho Murieta CSD**  
**FY 2022-23 Budget and Actual - By Account**  
**As of December 31 2022**  
**200 Water Fund**

	<b>Adopted Budget 2022-2023</b>	<b>Quarter 1</b>	<b>Quarter 2</b>	<b>YTD Total 2022-2023</b>	<b>% of Budget</b>	<b>Remaining Budget 2022-2023</b>
<b>ADMINISTRATIVE ALLOCATION</b>						
Administration		-	-	-		-
Water	744,258	186,065	186,065	372,129		372,129
Waste Water		-	-	-		-
Drainage		-	-	-		-
Solid Waste		-	-	-		-
Security		-	-	-		-
<b>Total Administration Allocation</b>	<u>744,258</u>	<u>186,065</u>	<u>186,065</u>	<u>372,129</u>		<u>372,129</u>
<b>TOTAL EXPENDITURES</b>	<u>2,820,349</u>	<u>755,445</u>	<u>362,885</u>	<u>1,118,329</u>		<u>1,702,020</u>
<b>RESULTS FROM OPERATIONS</b>	<u>766,036</u>	<u>293,509</u>	<u>383,226</u>	<u>676,735</u>		<u>89,301</u>
<b>TRANSFERS</b>						
Transfer Out - Water WTP Loan	(187,905)	-	-	-		(187,905)
Transfer Out - Reserves	-	(150,862)	(102,460)	(253,321.5)		253,322
<b>Transfer Out Total</b>	<u>(187,905)</u>	<u>(150,862)</u>	<u>(102,460)</u>	<u>(253,322)</u>		<u>65,417</u>
<b>Increase (Decrease) in Net Position</b>	<u>578,131</u>	<u>142,648</u>	<u>280,766</u>	<u>\$ 423,414</u>		<u>\$ 154,717</u>

**Notes to Budget and Actual:**

Property taxes are received in two installments during the year (generally January and May) with a supplemental installment received in August. Amount received of \$20,752 will be accrued back to the Fiscal Year 2021-22 in accordance with GASB standards.

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Interfund transfers offset at a District-wide level.

**Rancho Murieta CSD**  
**FY 2022-23 Budget and Actual - By Account**  
**As of December 31, 2022**  
**250 Wastewater Fund**

	<u>Budget</u> <u>2022-2023</u>	<u>Quarter 1</u>	<u>Quarter 2</u>	<u>Total</u> <u>2022-2023</u>	<u>% of</u> <u>Budget</u>	<u>Budget</u> <u>2022-2023</u>
<b>REVENUES</b>						
<b>Property Tax</b>	-	-	-	\$ -	0.00%	\$ -
<b>Charges for Services</b>						
Residential Fees	1,486,937	363,023	362,259	725,282	48.78%	761,655
Commercial Fees	153,192	40,073	40,073	80,145	52.32%	73,047
Reserves Fees	496,395	121,043	105,528	226,571	45.64%	269,824
WTP Debt Service Fee	-	-	-	-	0.00%	-
Late Fees & Penalties	18,000	6,329	7,132	13,461	74.79%	4,539
Connection and Permit Fees	2,250	546	546	1,092	48.53%	1,158
<b>Other Revenue</b>						
<b>Title Transfer Fee</b>		-	-			
Misc Revenue	500	270	250	520	104.00%	(20)
Interest Income	42,500	1,358	1,880	3,238	7.62%	39,262
CIA Ditch Service Charge	-	-	-	-	0.00%	-
<b>Total Revenues</b>	<u>2,199,774</u>	<u>532,641</u>	<u>517,668</u>	<u>1,050,309</u>	<u>47.75%</u>	<u>1,149,465</u>
<b>EXPENDITURES</b>						
<b>Supervision</b>						
Salaries	73,326	5,065	2,065	7,130	9.72%	66,196
Benefits & Pension	34,650	21,274	23,362	44,636	128.82%	(9,986)
Professional Services	47,000	1,043	11,662	12,704	27.03%	34,296
Materials & Supplies	35,325	2,903	2,284	5,187	14.68%	30,138
Maintenance & Repairs	68,687	24,524	6,066	30,590	44.54%	38,097
Other Expenses	159,876	-	427	427	0.27%	159,449
Technology Systems		9	11,914	11,924	0.00%	(11,924)
Capital Improvement		-	(432,047)	(432,047)		
Regulatory Fees		3,050	(8,118)	(5,068)		
<b>Total</b>	<u>418,864</u>	<u>57,868</u>	<u>(382,384)</u>	<u>(324,516)</u>	<u>-77.48%</u>	<u>306,266</u>
<b>Collection</b>						
Salaries	171,094	5,223	2,600	7,823	4.57%	163,271
Benefits & Pension	80,850	79	40	119	0.15%	80,731
Professional Services	2,500	-	-	-	0.00%	2,500
Materials & Supplies	2,500	-	-	-	0.00%	2,500
Maintenance & Repairs	100,000	23,891	14,583	38,473	38.47%	61,527
Utilities	64,000	-	-	-	0.00%	64,000
Other Expenses	600	-	-	-	0.00%	600
Regulatory Fees		-	-	-		
Capital Improvement		-	-	-	0.00%	-
<b>Total</b>	<u>421,544</u>	<u>29,193</u>	<u>17,223</u>	<u>46,415</u>	<u>11.01%</u>	<u>375,129</u>
<b>Treatment</b>						
Salaries	211,423	61,125	43,249	104,374	49.37%	107,049
Benefits & Pension	99,908	12,104	10,186	22,290	22.31%	77,618
Professional Services	1,200	6,390	6,729	13,120	1093.29%	(11,920)
Materials & Supplies	76,000	38,230	4,088	42,318	55.68%	33,682
Maintenance & Repairs	98,000	17,925	35,687	53,612	54.71%	44,388
Utilities	45,000	-	-	-	0.00%	45,000
Other Expenses	600	-	-	-	0.00%	600
Regulatory Fees		-	-	-		
Capital Improvement		-	-	-	0.00%	-
<b>Total</b>	<u>532,131</u>	<u>135,774</u>	<u>99,939</u>	<u>235,713</u>	<u>44.30%</u>	<u>296,418</u>
<b>TOTAL OPERATING EXPENDITURES</b>	<u>1,372,539</u>	<u>222,835</u>	<u>(265,223)</u>	<u>(42,388)</u>	<u>-3%</u>	<u>977,813</u>

**Rancho Murieta CSD**  
**FY 2022-23 Budget and Actual - By Account**  
**As of December 31, 2022**  
**250 Wastewater Fund**

	<b>Budget 2022-2023</b>	<b>Quarter 1</b>	<b>Quarter 2</b>	<b>Total 2022-2023</b>	<b>% of Budget</b>	<b>Budget 2022-2023</b>
<b>ADMINISTRATIVE ALLOCATION</b>						
Administration		-	-	-		-
Water		-	-	-		-
Waste Water	490,491	122,623	122,623	245,246		245,246
Drainage		-	-	-		-
Solid Waste		-	-	-		-
Security		-	-	-		-
<b>Total Administration Allocation</b>	<u>490,491</u>	<u>122,623</u>	<u>122,623</u>	<u>245,246</u>		<u>245,246</u>
<b>TOTAL EXPENDITURES</b>	<b><u>1,863,030</u></b>	<b><u>345,458</u></b>	<b><u>(142,600)</u></b>	<b><u>202,857</u></b>		<b><u>1,223,058</u></b>
<b>RESULTS FROM OPERATIONS</b>	<b><u>336,744</u></b>	<b><u>187,183</u></b>	<b><u>660,268</u></b>	<b><u>847,452</u></b>		<b><u>(73,593)</u></b>
<b>TRANSFERS</b>						
Transfer Out - Reserves	-	(121,043)	(105,528)	(226,571)		226,571
<b>Transfer Out Total</b>	<u>-</u>	<u>(121,043)</u>	<u>(105,528)</u>	<u>(226,571)</u>		<u>-</u>
Transfer In - Water		-	-	-		-
Transfer In - Wastewater	159,651	39,913	39,913	79,826		79,826
Transfer In - Wastewater WTP Loan	187,905	46,976	46,976	93,953		93,953
<b>Transfer In Total</b>	<u>347,556</u>	<u>86,889</u>	<u>86,889</u>	<u>173,778</u>		<u>173,778</u>
<b>Increase (Decrease) in Net Position</b>	<b><u>684,300</u></b>	<b><u>153,029</u></b>	<b><u>641,630</u></b>	<b><u>794,659</u></b>		<b><u>\$ 100,185</u></b>

**Notes to Budget and Actual:**

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Interfund transfers offset at a District-wide level.

**Rancho Murieta CSD**  
**FY 2022-23 Budget and Actual - By Account**  
**As of December 31, 2022**  
**260 Drainage Fund**

	<u>Budget</u> <u>2022-2023</u>	<u>Quarter 1</u>	<u>Quarter 2</u>	<u>Total</u> <u>2022-2023</u>	<u>% of</u> <u>Budget</u>	<u>Budget</u> <u>2022-2023</u>
<b>REVENUES</b>						
Property Tax	\$ -	-	-	-	0.00%	\$ -
<b>Charges for Services</b>						
Residential Fees	184,881	45,846	46,009	91,855	49.68%	93,026
Commercial Fees	55,762	10,669	9,078	19,747	35.41%	36,015
Reserves Fees	-	-	-	-	0.00%	-
<b>Other Revenue</b>						
Title Transfer Fee	-	-	-	-	-	-
Misc Revenue	-	-	-	-	0.00%	-
Interest Income	-	-	-	-	0.00%	-
<b>Total Revenues</b>	<u>240,643</u>	<u>56,515</u>	<u>55,086</u>	<u>111,601</u>	<u>46.38%</u>	<u>129,042</u>
<b>EXPENDITURES</b>						
Salaries	106,323	4,522	2,775	7,297	6.86%	99,026
Benefits & Pension	51,843	66	41	108	0.21%	51,735
Professional Services	41,477	-	19,088	19,088	46.02%	22,389
Materials & Supplies	22,538	-	-	-	0.00%	22,538
Maintenance & Repairs	12,100	9,369	48	9,417	77.82%	2,683
Other Expenses	13,500	-	-	-	0.00%	13,500
Capital Improvement	-	-	124,671	124,671	0.00%	(124,671)
<b>TOTAL OPERATING EXPENDITURES</b>	<u>247,781</u>	<u>13,957</u>	<u>146,624</u>	<u>160,581</u>	<u>64.81%</u>	<u>87,200</u>
<b>ADMINISTRATIVE ALLOCATION</b>						
Drainage	82,646	20,662	20,662	41,323	50.00%	41,323
<b>Total Administration Allocation</b>	<u>82,646</u>	<u>20,662</u>	<u>20,662</u>	<u>41,323</u>	<u>50.00%</u>	<u>41,323</u>
<b>Total Expenditures</b>	<u>330,427</u>	<u>34,619</u>	<u>167,286</u>	<u>201,904</u>	<u>61.10%</u>	<u>128,523</u>
<b>RESULTS FROM OPERATIONS</b>	<u>(7,138)</u>	<u>35,853</u>	<u>34,425</u>	<u>70,278</u>		<u>87,719</u>
<b>TRANSFERS</b>						
Transfer in - Admin	89,783	22,446	22,446	44,892		
<b>Increase (Decrease) in Net Position</b>	<u>82,645</u>	<u>58,299</u>	<u>56,871</u>	<u>115,170</u>		<u>87,719</u>

**Notes to Budget and Actual:**

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Interfund transfers offset at a District-wide level.



**Rancho Murieta CSD**  
**FY 2022-23 Budget and Actual - By Account**  
**As of December 31, 2022**  
**400 Solid Waste Fund**

	<u>Budget</u> <u>2022-2023</u>	<u>Quarter 1</u>	<u>Quarter 2</u>	<u>Total</u> <u>2022-2023</u>	<u>% of</u> <u>Budget</u>	<u>Budget</u> <u>2022-2023</u>
<b>REVENUES</b>						
Property Tax	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
Charges for Services						
Residential Fees	959,893	249,063	251,051	500,114	52.10%	459,779
Other Revenue						
Interest Income	1,200	-	-	-	0.00%	1,200
<b>Total Revenues</b>	<u>961,093</u>	<u>249,063</u>	<u>251,051</u>	<u>500,114</u>	<u>52.04%</u>	<u>460,979</u>
<b>EXPENDITURES</b>						
Professional Services	986,920	229,631	36,625	266,256	0.00%	720,664
Other Expenses	45,360	20,476	-	20,476	0.00%	24,884
<b>TOTAL OPERATING EXPENDITURES</b>	<u>1,032,280</u>	<u>250,107</u>	<u>36,625</u>	<u>286,732</u>	<u>27.78%</u>	<u>745,548</u>
<b>ADMINISTRATIVE ALLOCATION</b>						
Solid Waste	38,789	9,697	9,697	19,395		19,395
<b>Total Administration Allocation</b>	<u>38,789</u>	<u>9,697</u>	<u>9,697</u>	<u>19,395</u>		<u>19,395</u>
<b>Total Expenditures</b>	<u>1,071,069</u>	<u>259,805</u>	<u>46,322</u>	<u>306,126</u>		<u>764,943</u>
<b>RESULTS FROM OPERATIONS</b>	<u>(71,187)</u>	<u>(1,044)</u>	<u>214,426</u>	<u>213,382</u>		<u>(284,569)</u>
Transfer in - Admin	110,975	27,744	27,744	55,488		
<b>Transfer In Total</b>	<u>110,975</u>	<u>27,744</u>	<u>27,744</u>	<u>55,488</u>		<u>-</u>
<b>Increase (Decrease) in Net Position</b>	<u>\$ 999</u>	<u>\$ 17,002</u>	<u>\$ 232,473</u>	<u>\$ 249,475</u>		<u>\$ (303,964)</u>

**Notes to Budget and Actual:**

Property taxes are received in two installments during the year (generally January and May) with a supplemental installment received in August. Amount received of \$20,752 will be accrued back to the Fiscal Year 2021-22 in accordance with GASB standards.

Administrative allocations are made at the end of the fiscal year during the closing process for the external audit.

Property taxes are allocated as approved per budget resolution to Wastewater, Drainage, Solid Waste and Security

Interfund transfers offset at a District-wide level.

**Rancho Murieta CSD**  
**FY 2022-23 Budget and Actual - By Account**  
**As of December 31, 2022**  
**500 Security Fund**

	<b>Budget 2022-2023</b>	<b>Quarter 1</b>	<b>Quarter 2</b>	<b>Total 2022-2023</b>	<b>% of Budget</b>	<b>Budget 2022-2023</b>
<b>REVENUES</b>						
<b>Property Tax</b>	\$ -	\$ -	-	\$ -	0.00%	\$ -
<b>Charges for Services</b>						
Residential Fees	\$ 1,349,131	307,987	308,985	616,972	45.73%	732,159
Commercial Fees	235,986	-	69,514	69,514	29.46%	166,472
Reserves Fees	-	-	(646)	(646)	0.00%	646
WTP Debt Service Fee	-	-	-	-	0.00%	-
Late Fees & Penalties	37,100	-	14,790	14,790	39.86%	22,310
Connection and Permit Fees	7,800	-	-	-	0.00%	7,800
<b>Other Revenue</b>						
<b>Title Transfer Fee</b>						
Misc Revenue	14,000	3,887	3,147	7,034	50.24%	6,966
Interest Income	1,200	-	-	-	0.00%	1,200
CIA Ditch Service Charge	-	-	-	-	0.00%	-
<b>Total Revenues</b>	<b>1,645,217</b>	<b>311,874</b>	<b>395,789</b>	<b>707,664</b>	<b>43.01%</b>	<b>937,553</b>
<b>EXPENDITURES</b>						
<b>Supervision</b>						
Salaries	122,790	28,730	40,352	69,081	56.26%	53,709
Benefits & Pension	128,679	37,556	39,509	77,065	59.89%	51,614
Professional Services	5,900	10,302	16,599	26,901	455.94%	(21,001)
Materials & Supplies	-	-	26	26	0.00%	(26)
Maintenance & Repairs	-	-	638	638	0.00%	(638)
Other Expenses	1,321	1,636	37,303	38,939	2947.72%	(37,618)
Regulatory Fees	-	-	-	-	-	-
<b>Total</b>	<b>258,690</b>	<b>78,224</b>	<b>134,427</b>	<b>212,651</b>	<b>82.20%</b>	<b>46,039</b>
<b>Gate</b>						
Salaries	383,670	103,605	87,825	191,430	49.89%	192,240
Benefits & Pension	302,343	11,012	8,513	19,526	6.46%	282,817
Professional Services	16,368	18,246	15,170	33,416	204.15%	(17,048)
Materials & Supplies	2,500	439	1,040	1,479	59.15%	1,021
Maintenance & Repairs	7,325	1,824	1,646	3,470	47.38%	3,855
Utilities	-	1,046	3,071	4,117	0.00%	(4,117)
Other Expenses	16,720	1,003	-	1,003	6.00%	15,717
Technology Systems	-	1,260	2,520	-	-	-
Regulatory Fees	-	-	-	-	-	-
Capital Improvement	-	-	-	-	0.00%	-
<b>Total</b>	<b>728,926</b>	<b>138,435</b>	<b>119,785</b>	<b>258,220</b>	<b>35.42%</b>	<b>474,486</b>
<b>Patrol</b>						
Salaries	198,687	57,324	46,437	103,761	52.22%	94,926
Benefits & Pension	212,637	5,114	3,402	8,516	4.01%	204,121
Professional Services	5,000	11,017	12,146	23,162	463.25%	(18,162)
Materials & Supplies	3,500	10	1,318	1,328	37.95%	2,172
Maintenance & Repairs	13,666	5,154	7,447	12,601	92.21%	1,065
Utilities	-	-	-	-	0.00%	-
Other Expenses	17,100	-	400	400	2.34%	16,700
Regulatory Fees	-	-	-	-	0.00%	-
Capital Improvement	-	-	-	-	0.00%	-
<b>Total</b>	<b>450,590</b>	<b>78,619</b>	<b>71,151</b>	<b>149,769</b>	<b>33.24%</b>	<b>300,821</b>
<b>TOTAL OPERATING EXPENDITURES</b>	<b>1,438,206</b>	<b>295,278</b>	<b>325,363</b>	<b>620,641</b>		<b>821,345</b>

**Rancho Murieta CSD**  
**FY 2022-23 Budget and Actual - By Account**  
**As of December 31, 2022**  
**500 Security Fund**

	<b>Budget 2022-2023</b>	<b>Quarter 1</b>	<b>Quarter 2</b>	<b>Total 2022-2023</b>	<b>% of Budget</b>	<b>Budget 2022-2023</b>
<b>ADMINISTRATIVE ALLOCATION</b>						
Security	621,602	155,400.5	155,401	310,801.0		310,801
<b>Total Administration Allocation</b>	<u>621,602</u>	<u>155,400.5</u>	<u>155,401</u>	<u>310,801</u>		<u>310,801</u>
<b>TOTAL EXPENDITURES</b>	<u><b>2,059,808</b></u>	<u><b>450,678</b></u>	<u><b>480,764</b></u>	<u><b>931,442</b></u>		<u><b>1,132,146</b></u>
<b>RESULTS FROM OPERATIONS</b>	<b>(414,591)</b>	<b>(138,804)</b>	<b>(84,974)</b>	<b>(223,778)</b>		<b>(194,593)</b>
<b>TRANSFERS</b>						
Transfer In - Administration	414,591	103,647.8	103,648	207,296		207,296
<b>Transfer In Total</b>	<u>414,591</u>	<u>103,648</u>	<u>103,648</u>	<u>207,296</u>		<u>207,296</u>
<b>Increase (Decrease) in Net Position</b>	<u><b>\$ -</b></u>	<u><b>\$ (35,156)</b></u>	<u><b>18,674</b></u>	<u><b>\$ (16,482)</b></u>		<u><b>\$ 12,702</b></u>

**to Budget and Actual:**

Property taxes are received in two installments during the year (generally January and May) with a supplemental installment received in August. Amount received of \$20,752 will be accrued back to the Fiscal Year 2021-22 in accordance with GASB standards.

Administrative allocations are made at the end of the fiscal year during the closing process for the external audit.

Property taxes are allocated as approved per budget resolution to Wastewater, Drainage, Solid Waste and Security

Interfund transfers offset at a District-wide level.

## MEMORANDUM

Date: March 15, 2023  
To: Board of Directors  
From: Kelly Benitez, Security Supervisor  
Subject: Security Update Report for the Month of February

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### **OPERATIONS UPDATES**

The Department is currently working on the following projects:

- Currently we have 8 full-time and 1 part-time, gate officer and 3 patrol officers.
- 1 Pt Gate officer position and 3 patrol officer positions vacant – (Hard Hire Freeze).
- Utilizing only 1 ABA contract security officer for gate relief.
- Of the 84 Patrol shifts in the month of February, Patrol was able to cover 54. Board-directed hires freeze, and no overtime can fill in patrol shifts.
- Safety Center Repairs contracts signed work submitted.
- Toyota Truck in process/supply-demand issues.

### **Rancho Murieta Association activity:**

We continue to work with the RMA Leadership on a regular focus to improve our level of service and have positive contact with residents. The following list is the current focus of our meetings.

- General non-arch rules enforcement (see Violation Summary Report): continued to attend RMA Compliance meetings.
- Spoke with the Director of Compliance (Chris Smith) about stop
- New speed limit signs before the wooden bridge of 10PMH
- Working with CSD for best dash cams
- Parking CSD first hour
- CSD helped with a traffic accident

### **The Village Manager:**

- Suspects stealing gas from vehicles in the storage area.

**Rancho Murieta Association**  
**Violation Item Summary Report -- 2023**  
(This report includes RMA & CSD issued violations)

Violation Item Summary Report	Jan		Feb		March		April		May		June		July	
	CSD	RMA	CSD	RMA	CSD	RMA	CSD	RMA	CSD	RMA	CSD	RMA	CSD	RMA
<b>Motor vehicle violations:</b>														
Motorcycle														
No drivers license			0	1										
Speeding	0	37	16	70										
Speeding - twice speed limit														
Stop signs	17	7	35	18										
Bus stop signs														
Use of streets														
<b>Parking:</b>														
Driveway parking	0	3												
Guest parking														
Overnight street parking	0	1												
Unauthorized Vehicle (24 hr pass)			1	0										
<b>Accumulation/dumping of debris</b>			0	2										
Boat Usage														
Barbeques, open fires, bonfires														
Carrying passengers/overloaded cart														
Clothes lines														
Commercial vehicle lettering	0	1												
<b>Construction overnight parking</b>														
Park hours / curfew			2	0										
Decorative lights														
Discharge of firearm														
Chickens														
Dwelling exterior alterations														
<b>Failure to identify</b>														
Fences, screens & enclosures														
Guest w/o resident in comm areas			1	0										
Home business activities														
<b>Noxious activities</b>														
Open garage doors														
<b>Pets - off leash / teathered / noise</b>	0	1	1	0										
Property maintenance			0	4										
<b>Sign rules</b>														
Skating in common area														
<b>Sports equip/trampoline/basketball</b>	0	2	0	2										
Storage of building materials														
<b>Stored vehicles</b>														
Trash containers			0	2										
<b>Use of common areas &amp; facilities</b>	0	2	0	2										
Vandalism														
Vehicle repair or maintenance														
Interference RMA/RMCSD														
<b>Working days &amp; hours</b>														
<b>Total Violations</b>	<b>17</b>	<b>54</b>	<b>56</b>	<b>101</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Citations written by RMCSD		17		56		0		0		0		0		0
Citations written by RMA		54		101		0		0		0		0		0
<b>Total Violations</b>		<b>71</b>		<b>157</b>		<b>0</b>		<b>0</b>		<b>0</b>		<b>0</b>		<b>0</b>

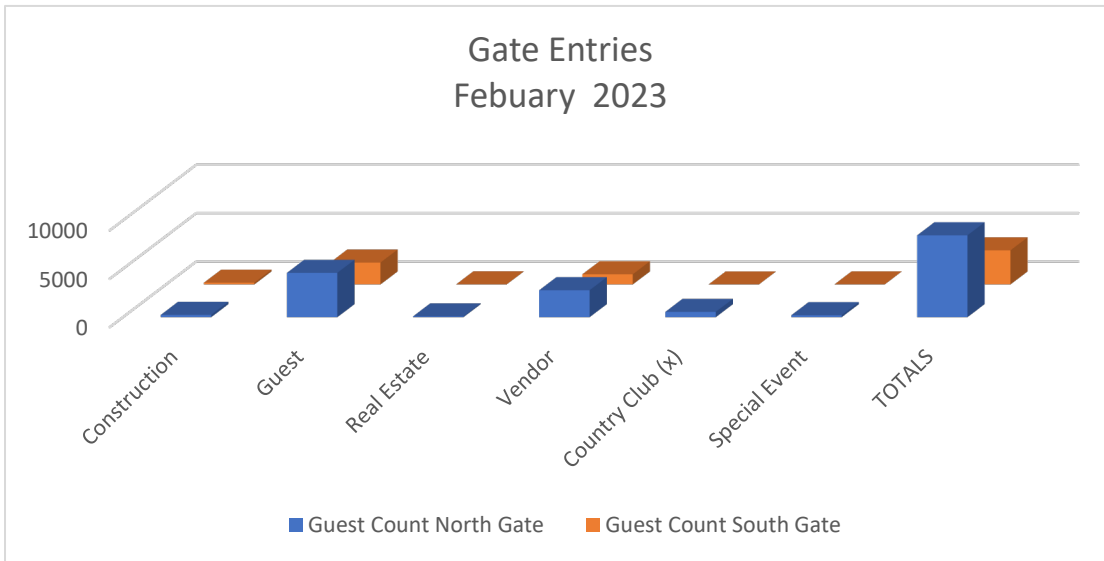


# Gate Entries by Type

## February 23

Pass Type	Guest Count North Gate	Guest Count South Gate	Count by Pass Type
Construction	241	184	425
Guest	4,582	2,263	6,845
Real Estate	86	18	104
Vendor	2,789	1,053	3,842
Country Club (x)	553	1	554
Special Event	209	7	216
<b>TOTALS</b>	<b>8,460</b>	<b>3,526</b>	<b>11,986</b>

Prior Month Totals: 9,812 4,306 14,118

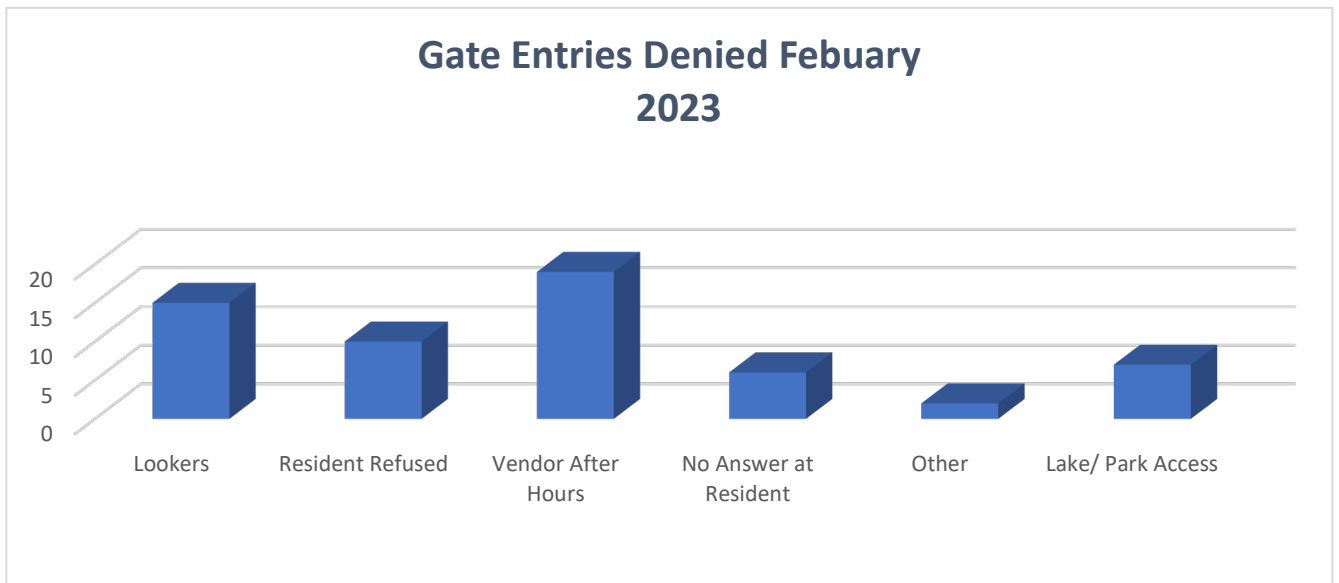


## Gate Entries Denied

### February 1-28, 2023

	Lookers	Resident Refused	Vendor After Hours	No Answer at Resident	Other	Lake/ Park Access	TOTAL
<b>All Gates</b>	15	10	19	6	2	7	59

**Prior Month Totals:**                      10                      12                      2                      5                      1                      1                      31







**Rancho Murieta CSD Security**

15160 Jackson Rd  
Rancho Murieta, CA 95662

**Cases - Breakdown by Type**

ABANDONED DISABLED VEH	1
ALARM	11
ANIMAL COMPLAINT	13
ASSIST OTHER AGENCY	3
BURGLARY	1
CITATION	36
DISTURBANCE	5
ESCORT	1
EXTRA PATROL	34
FIRE	1
FOLLOW UP	4
JUVENILE DELIQUENCY	1
LOST/FOUND PROPERTY	5
MISCELLANEOUS	12
OPEN DOOR	2
REFUSED ENTRY	53
RESIDENT COMPLAINT	12
RMA RULE VIOLATION	1
SAFETY ADVISAL	1
SPEEDING COMPLAINT	1
SUSPICIOUS ACTIVITY	2
SUSPICIOUS VEHICLE	4
TRAFFIC ENFORCEMENT	19
TRESPASSING	2
VEHICLE ACCIDENT	4

WATER LEAK	2
WELFARE CHECK	3
Total	234



**INCIDENTS OF NOTE**  
**January 1-23rd**

On 02/09/2023 at approximately 1415 hours, CSD was requested at Murieta Parkway and Guadalupe Drive at a traffic accident between two golf carts. The two golf carts had a head-on collision that ejected one of the drivers onto the street. The CHP and Metro Fire 59 responded to the scene. The injured driver was transported to the hospital for treatment. The CHP is investigating the incident. RMA Compliance Officers responded to the call since our CSD patrol officer was already on another incident involving the SSD and a neighbor dispute.

On 02/12/2023 at 2050 hours, CSD security was dispatched to the Bel Air Market to investigate suspicious activity. Upon arrival, the CSD Officer was advised that a male suspect had entered the store and selected several bottles of alcoholic beverages and departed the store without payment. A store employee followed the suspect out to the parking lot and demanded the items back. The suspect returned the items without incident. As the CSD Security Officer returned to his vehicle the suspect approached him. The suspect stated that he was not shoplifting and that he simply forgot to pay for the merchandise because he forgot his wallet at home. The suspect stated he was from Wilton but would not provide proper identification. Since the merchandise was returned Bel Air Management declined to contact SSD.

On 02/12/2023 at approx. 2050 hours, CSD Security was dispatched to a residence on Pera Drive (North), of a trespassing suspect. The couple who resided in the home advised the officer that an unknown female had entered their house through an unlocked door. The suspect then began to yell at the resident, the suspect then exited the house and began to throw rocks at the house. The suspect departed the location and was never located again. The victims didn't recognize the suspect and believed that she may have been intoxicated. SSD was not contacted.

On 02/17/2023 at approximately 1935 hours, CSD patrol was dispatched to investigate a group of juveniles causing a disturbance inside the Burger King. Our patrol officer contacted the manager and was advised that the juveniles were being loud and littering inside the restaurant. CSD security advised the teenage males to clean up the area and contacted their parents. The parents and management agreed that they were not allowed back into the restaurant without bringing their parents.

**MEMORANDUM**

Date: March 9, 2023  
To: Board of Directors  
From: Travis Bohannon – Interim Operations Director  
Subject: Operations Report

---

**WATER**

**Water Treatment Facility**

Water Treatment Facility #1 is currently offline for annual cleaning and maintenance. Plant 2 is in operation and is currently producing potable water at a rate of 720,000 gallons a day.

**Water Consumption**

As of February 28, cumulative potable water production for the current year is 41.0 million gallons. That is currently 10.3 million gallons (20%) **less** than the same use period in 2022 and 9.3 million gallons (18.4%) **less** than 2020.

**Raw Water Storage & Delivery**

As of March 8, 2023, the total water currently stored between Clementia, Chesbro, and Calero totaled 4040 acre-ft (1316.38 MG).

As of March 8, 2023, we have pumped about 920 acre-ft (300 MG) from Cosumnes River this pumping season. At this time due to the storms, we are currently not pumping.

*Table 1. Current water and wastewater storage comparison from 2022 - 2023*

	February 2023		February 2022		difference from 2021 acre -ft	%diff
	mgal	acre-ft	mgal	acre-ft		
<b>Clementia Storage</b>	301.43	925.2	301.43	925.2	0	0
<b>Chesbro Storage</b>	318.3	976.8	320.9	985.0	-8.2	-.01
<b>Calero Storage</b>	695.79	2153.5	766.95	2354.05	-71.2	-9.2%
<b>Total of all Raw Water Reservoirs</b>	<b>1315.5</b>	<b>4055.5</b>	<b>1389.28</b>	<b>4264.3</b>	<b>-208.8</b>	<b>-4.9%</b>
<b>Wastewater Storage Reservoir available for production</b>	114.5	351.3	106.5	326.9	24.4	7.0%

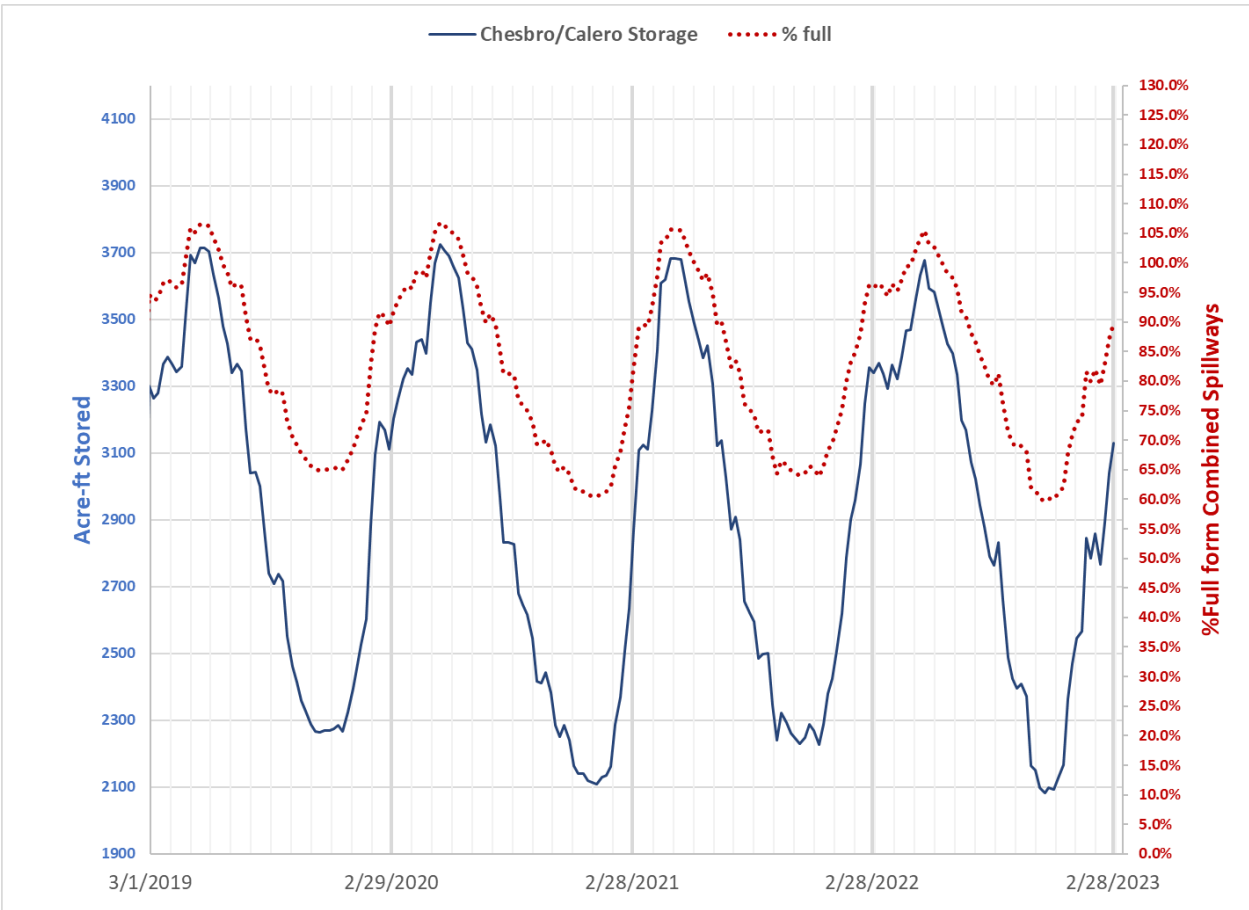


Figure 1. Five-year Chesbro / Calero Storage Curves

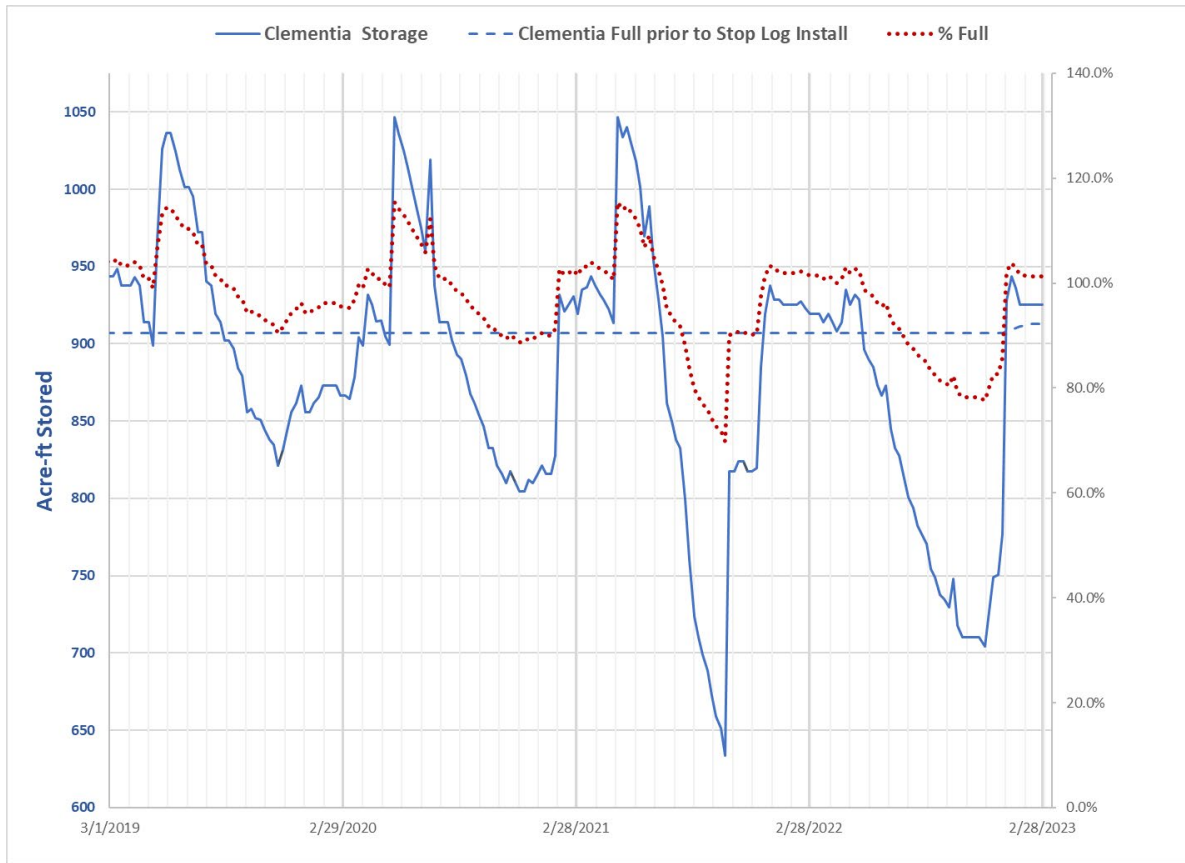
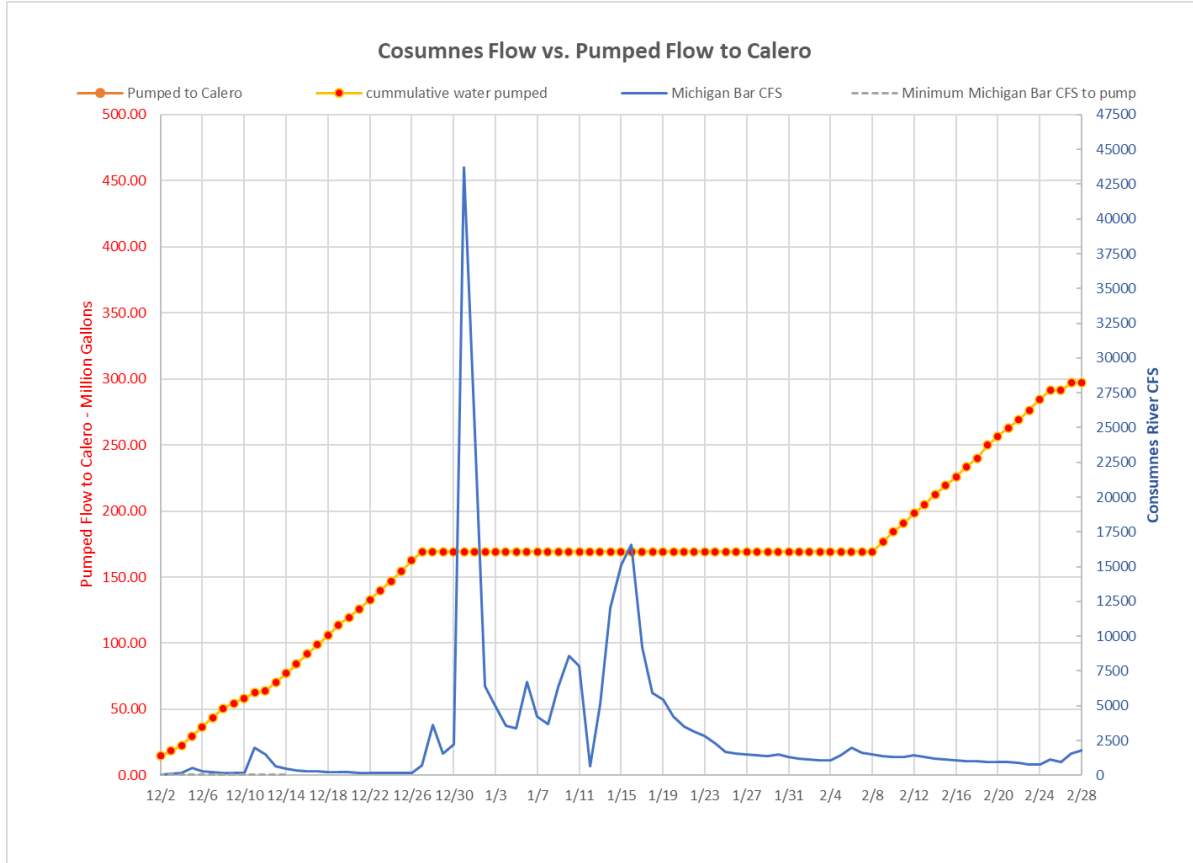


Figure 2. Four-year Clementia Storage Curves



*Figure 3. Cosumnes River Flow vs Gallons pumped to Calero*

Figure 3 is a graph that shows the flow in the Cosumnes River in CFS and the cumulative water pumped for the current pumping season. The blue line indicates the flow in the Cosumnes River. The dotted yellow line shows the amount of water pumped to date for the current pumping season.

## **SEWER**

### **Wastewater Facility**

The wastewater facility is off for the season. The current average dry weather influent to the wastewater facility for February was .438 MG

The district has an RFP out for the bid process for the WWRP drying bed panel replacement CIP project. We received 2 bids, 1 from Prodigy Electric and the other from Tel-Star. Prodigy Electric was lowest bidder and whom we would like to award the job to.

## **UTILITY**

### **Utility Crew Report February 2023**

- 1) Utility star work order, we had thirteen utility star work order completed. Utility Star work orders are for final reads, rebates, meter swaps request, issues with homeowner water usage concerns and we are doing water shut offs once again.
- 2) We had 12 field markings for 811 USA locations completed.
- 3) We had six homeowner calls for water related issues; two homeowners called for water related problems from high usage to homeowners with water leaks that is their responsibility to fix.
- 4) We had three water leaks in the month of February with the water leaks service line being repaired.
- 5) 23 water meters were replaced in February to minimize going out and manually reading meters.
- 6) 1 Smart points/ MXU's were replaced in February.
- 7) We had no sewer issue in the month of February.
- 8) Utilities staff jetted/cleaned 1,910 feet of sewer main line in Rancho Murieta South as preventative maintenance.
- 9) Drainage was inspected several times throughout February to check for any obstructions. All obstructions were cleared, and the drainage system.

## **INFRASTRUCTURE**

**SB 170 Funded Projects** – An update of the SB 170 funded projects are as follows:

**Water Treatment Facility Sodium Hypochlorite Conversion** – No update since last month, HDR is working on the 100% design and is expected to be completed in the early spring.

**History:** HDR has completed the design to the 60% level Design. The 60% design provided an AACE Class 2 construction cost range of \$520,000 - \$660,000 (not including design costs). The district had previously envisioned \$892,500 to complete the project, with \$352,000 allocated

from the SB 170 funding. Adding in the \$238,300 design fees would bring the range of estimated total cost of the project to \$758,300 - \$898,300.

**Recycled Water Disinfection Project** – Dewberry has provided a preliminary report to the district. District staff have been reviewing and provided comments and questions back to Dewberry for answers. They will be coming on site within the next couple of weeks to discuss further.

**Granlees Safety Improvements** – The District Engineer has been awarded the design contract and will be submitting a drawing in the near future.

**History:** The District has received the preliminary engineering report (PER) for the Granlees safety improvements. The report has been reviewed and the district provided comments to HDR. The preliminary engineering report provided an AACE Class 5 construction cost range of \$300,000 - \$720,000 (not including design costs). The district had previously envisioned \$945,000 to complete the project, with \$170,000 allocated from the SB 170 funding.

The district performed a condition assessment in the forebay structure. This procedure required isolating the structure and utilizing RMCS equipment to clean out accumulated debris. The condition assessment will be referenced during the design phase for any potentially needed structural repairs.

**Lake 11 Update:** The lid has been completed. Now we are waiting to get a permanent locking mechanism to keep it secure.

**Rio Oso Update:** No changes since last month's update. We are still waiting for the VFD's to arrive and for Tesco to configure the programming for the PLC.

### **Lift Stations**

Task orders for rehab of 3B, Alameda & Starter Shack are currently being worked on by the district engineer.

**History:** Staff met with the District Engineer and will be reviewing and approving a design task order approval for various upcoming lift station rehabilitation projects:

**Lift 3B** - Pumps have been delivered and are ready for installation once the design and bid information are completed.

**Alameda & Starter Shack Stations** – The District is planning on working with the District Engineer on replacing these antiquated stations with prefabricated package stations. This work will be designed and completed this fiscal year.

**Cantova & FAA Stations** – The District has contracted with the District Engineer for electrical engineering related to generator sizing and design. The district will also evaluate options for proper maintenance access to the FAA lift station.



## **DEVELOPMENT**

**Riverview:** Contractor has completed its punch list items for phase 1a & 1b utilities and staff will be bringing infrastructure acceptance to the Board for approval.

**Retreats:** Contractor is working on punch list items. Also, there has been a development with the storm drain. Apparently, the elevations were wrong during installation of the manholes and pipes. The inlet pipes are actually lower than the outlet pipes by a couple of inches so there is water staying in the pipes instead of draining out. Our engineer is working with the contractor to get the issue resolved.

**Circle K/Shell:** The contractor is working on getting their fire service installation approved by the Fire Marshall. The contractor is continuing construction on the Circle K building.

**Murieta Gardens Lot 2 (Tractor Supply):** Contractor Supply has finished with its punch list items and has opened for business.

**Murieta Gardens Pet Hospital (Lot 12):** Construction is being done on the building for the pet hospital. The issue with the retaining wall has been reviewed by our engineer and the engineer for the contractor. It has been determined that the contractor will be moving the water line.

# Rancho Murieta Community Services District

## March & April 2023

### Board/Committee Meeting Schedule

#### March 18, 2023

Special Comm/Tech Meeting – Integrated Water Master Plan at RM Country Club 2:00 p.m.

#### March 27, 2023

Special Board Meeting – Prop 218 2:00 p.m.

#### April 4, 2023

Personnel 7:30 a.m.  
Improvements 8:00 a.m.  
Finance 10:00 a.m.

#### April 6, 2023

Communications & Technology 8:30 a.m.  
Security 10:00 a.m.

#### April 19, 2023

Regular Board Meeting - Open Session @ 5:00 p.m.



*All meetings will be held in person at the District Office: 15160 Jackson Rd.*

Letter to the Editor, River Valley Times  
Subject: Cal-Waste Is Not listening

February 14, 2023

In January the RVT published my letter challenging the CSD/Cal-Waste decision not to allow RM residents to use approved compostable bags in food recycling. A Cal/Waste representative repeated this decision in a February 8th RVT article. The facts are:

-----The best, most efficient, most sanitary, bug free, odor free system is to collect food waste in the kitchen in a small can lined with a compostable bag and place these bags in the grey recycle can.

---- Compostable bags certified by the Biodegradable Products Institute (BPI) are made of PLANT material (such as corn and potatoes) which degrades rapidly into nontoxic residue. These bags, which are widely available, are made of the same substances you are REQUIRED to put in your food recycling can.

-----The State rules promulgated by Cal /Recycle allow the use of these bags.

-----The County of Sacramento and adjoining Counties accept certified compostable bags. So does the city of Sacramento, and all eleven other regional cities which I checked. (And by the way, Galt is the only other Cal-Waste client in the region and their residents are allowed to use compostable bags.)

In the February 6 RVT article, the Cal-Waste Business Manager said THEY decided not to accept compostable bags in RM " to reduce contamination in the comingled organics" and "to make sure there is no compostable plastic or regular plastic in our feedstock..."

Cal-Waste program material has always avoided telling RM residents directly that they can't use legal certified compostable bags. Their material and the RVT article misleadingly imply that all biodegradable bags have an unacceptable fossil fuel (plastic) content.

Why are they doing this? The CSD Board should immediately require Cal-Waste to provide the real explanation regarding why they removed the common sense compostable bag option for 1600 RM area households. Then authorize use of the bags.

cc CSD Board Members  
Cal-Waste

A handwritten signature in black ink that reads "Wendell Coon". The signature is written in a cursive style with a long horizontal stroke at the end of the name.

Wendell Coon  
Rancho Murieta  
1-916-354-0912

P.S. If you are not real familiar with approved compostable bags, google a site such as "Superbio bags" You will find 2.6 gallon bags perfect for the kitchen food waste can---with handles which can be tied--no spill and no odor in the grey can.

**From:** [Tim Maybee](#)  
**To:** [Nicole Williams](#); [Randy Jenco](#); [Linda Butler](#); [Martin Pohll](#); [Stephen Booth](#); [Michael Fritschi](#); [Paula O'Keefe](#)  
**Cc:** [Amelia Wilder](#)  
**Subject:** Re: 2023 Rate Increase  
**Date:** Sunday, March 5, 2023 10:44:45 AM

---

Hello Amelia,  
Please add to the Board packet, thank you...

---

**From:** Nicole Williams <nilwilliams73@gmail.com>  
**Sent:** Wednesday, March 1, 2023 6:26 AM  
**To:** Tim Maybee <TMaybee@rmcsd.com>; Randy Jenco <rjenco@rmcsd.com>; Linda Butler <lbutler@rmcsd.com>; Martin Pohll <MPohll@rmcsd.com>; Stephen Booth <sbooth@rmcsd.com>; Michael Fritschi <mfritschi@rmcsd.com>; Paula O'Keefe <pokeefe@rmcsd.com>  
**Subject:** 2023 Rate Increase

CSD Board of Directors, Interim General Manager Fritschi and Ms. O'Keefe:

I'll cut right to the chase - I know that the time has come to review a 2023 rate increase for Rancho Murieta CSD services, I'm aware this work is under way. I wanted to voice my support of a rate increase within a single digit percentage. To be clear, 9% or less.

I am not blind to the financial needs of the District even while heavily coordinating and participating in last year's Prop 218 protest letter efforts. I do strongly feel that CSD needs and deserves additional funds this year assuming that increase is reasonable. After speaking with multiple community members on the upcoming prop 218 notice, I can confidently share that many of our community members are just as engaged as ever in asking for fiscal accountability and transparency from CSD. I also expect that many community members understand reasonable increases in rates and would also support a single digit increase.

Should CSD move forward with a Prop 218 notice outlining a single digit increase, you would have my full and public support of that increase.

If I can be of any assistance, please reach out anytime.

Nicole Williams  
Resident on the South

**From:** [Tim Maybee](#)  
**To:** [Paul and Cathy Wallace](#); [Randy Jenco](#); [Linda Butler](#); [Martin Pohll](#); [Stephen Booth](#)  
**Cc:** [Travis Bohannon](#); [Amelia Wilder](#)  
**Subject:** Re: Sacramento Blackfish  
**Date:** Sunday, March 5, 2023 10:47:09 AM

---

Hello Amelia,  
Please place into the Board packet, thank you...

---

**From:** Paul and Cathy Wallace <pwcgwallace@msn.com>  
**Sent:** Thursday, March 2, 2023 1:58 PM  
**To:** Tim Maybee <TMaybee@rmcsd.com>; Randy Jenco <rjenco@rmcsd.com>; Linda Butler <lbutler@rmcsd.com>; Martin Pohll <MPohll@rmcsd.com>; Stephen Booth <sbooth@rmcsd.com>  
**Cc:** Travis Bohannon <tbohannon@rmcsd.com>  
**Subject:** Sacramento Blackfish

Hello,

I just read the RVT article concerning planting subject fish in Lake Calero. The article actually fails to give the reader and the board any in-depth information concerning their preferred water quality, their size and impact of less zooplankton and small invertebrates for baby bass fry and baby bluegill fry to eat. Baby bass fry and baby bluegill fry disperse from the nest and feed on Zooplankton and small invertebrates until they are about two inches long. Will there be less bass and bluegill surviving as a result of this competition for the same food source?

Blackfish grow on average to 13 inches and up to 22 inches, and can weigh up to 3 pounds. Pond and lake inhabitants can feed on diatoms, algae, and zooplankton, or pick up organic matter and small invertebrates from the bottom. They prefer warm turbid water.

I'm not taking sides I feel you need more information prior to making a decision. There are many websites to obtain additional information on this fish.

Thanks,

Paul Wallace  
15436 Abierto Drive

The following is from the UC Davis website ([calfish.ucdavis.edu](http://calfish.ucdavis.edu)):

---

### Life History

Sacramento blackfish are native to the Sacramento and San Joaquin drainages as well as to Clear Lake. These fish however are found in other various streams and reservoirs in California, and have extended into parts of Nevada. Sacramento blackfish prefer warm turbid waters in small to large streams, and often share habitat with an array of non-natives. Sacramento blackfish prefer water temperatures in the range of 22-28°C. They have shown a great ability to adapt to extreme environments including water temperatures exceeding 30°C and salinities in excess of 9 ppt. Blackfish are typically suspension feeders with a diet of planktonic algae and zooplankton, including copepods, insect larvae, rotifers, cladocerans, and detritus. Young fish tend to feed in the water column or stream bottom on zooplankton and insects. Juvenile fish may school along lake shores where prey is abundant. As Sacramento blackfish grow they become increasingly reliant upon pumping suspended material into their mouths, using their gill rakers as a filter, and trapping food in mucous in the roof of their mouth. Adults can live on a diet of primarily organic matter and algae. Pond and lake inhabitants can feed on diatoms, algae, and zooplankton, or may pick up organic matter and small invertebrates from the bottom. Sacramento blackfish may become sexually mature in their first, second, third, or fourth years, depending upon their growth rate. Males tend to reach sexual maturity before the females, and the production of eggs in females seems to be directly related to body size. A female of 171 mm FL may produce 14,700 eggs, while a female of 466 mm FL can produce some 346,500 eggs. Spawning generally occurs in spring but may happen anytime between March and July when water temperatures are in the range of 12-24°C. Spawning beds are usually found in areas of thick vegetation and shallow water. The eggs will cling to the local substrate till the larvae emerge and begin foraging in the same region.

---

Sent from my iPad

Mr. Fritschi

March 14, 2023

It was disappointing that your letter did not provide a reasonable explanation from Cal-Waste of why RM residents are not permitted to use compostable bags in the food recycle program. CSD should be sticking up for residents to make sure their program is the most convenient and sanitary program allowed by the rules. This absolutely includes using BPI approved compostable bags in kitchen scrap buckets and placing these bags in the grey waste can.

Again, State law, environmental experts and all the food recyclers and government jurisdictions near RM permit the use of BPI certified compostable bags. Cal-Waste does not. As shown below, their explanation for refusing to allow use of these bags makes no sense at all. CSD should not accept this nonsense.

In your letter you stated that the Cal-Waste Manager told you-----

" the company is disallowing the use of compostable bags because they do not degrade at the same rate as the organic material they would contain." And "this provides a limitation to the potential waste receiving facilities they (Cal-Waste) can ultimately move the organics to."

Food recycle experts know authorized PLANT BASED compostable bags deteriorate in compost in a week or less. That is why their use is allowed everywhere. The decomposition rate of REQUIRED recycling of such things as chicken and rib bones, melon rinds and many more kinds of food scraps can take weeks. The excuses that the Cal-Waste Manager gave you are silly. Why are they trying to hide their bag restriction behind phony information about decomposition rates of plant based compostable bags?

And finally your letter states that "currently there is no contractual obligation by Cal -Waste to require allowing use of the compostable bags." I can't tell without seeing the contract wording what that statement really means. I hope it doesn't mean CSD unknowingly signed a legally binding agreement to bar RM resident usage of a very valuable program bag option which does not harm food scrap recycling in any way. No other jurisdiction did that. (I do wonder why CSD now has to ask the Cal-Waste manager to explain the provisions of the contract CSD signed. If Cal-Waste obfuscated the facts or was untruthful with you about the acceptability of compostable bags during contract discussions, that problem can be fixed.

My original goal was to get a straight answer about Cal-Waste's real agenda in disallowing 1400 RM area households to use BPI approved compostable bags. (And to change the program) I still don't have any answers.

Stick up for the folks--not Cal-Waste.

Wendell Coon      CC    CSD Board Members



# MEMORANDUM

Date: March 9, 2023  
To: Board of Directors  
From: Paula O'Keefe, Director of Administration  
Subject: Adopt Ordinance O2023-01 Updates to Chapter 14, Chapter 15, Chapter 16, Chapter 21 and Chapter 31 to include Refunds/Collections

---

## Recommendation

Staff request the Board adopt Ordinance O2023-01 changes to Water, Sewer, Drainage, Security and Solid Waste Codes to include language identifying the ability to collect past due balances and refund customers.

## Background

After the District began the Tyler Technologies ERP project, District staff began evaluating and identifying errors within the Utility Billing system. As has been reported over several months to both the Finance Committee and the Board, staff have been unable to resolve these concerns with rate payers due to the lack of clarity within District Code.

Staff are recommending corrections to Water, Sewer, Drainage, Solid Waste and Security Codes to clarify the legal obligations of the District to resolve billing errors for ratepayers. These corrections to District Code are in line with the one-year statute of limitations for a Government for refunds and the four-year statute of limitations for special tax refunds. Revenue and Tax Code section 5151 requires payment of 3% interest for special tax refunds and language is included within Drainage and Security updates to reflect compliance. Additionally, the District will have three years to pursue delinquencies, which includes recalculations initiated by the District as well as past due balances.

Staff brought the first reading to the Board in January and brought it back with the corrections to the language requested by the Board at the February 15, 2023 Board meeting.

The proposed changes are as follows:

Chapter 14, section 9.01 is amended as follows:

### **9.01 Collection of Charges for Water and Other Services**

The periodic charges imposed by this Chapter may be collected together with charges for any other utility service supplied by the District. If all or any part of the bill is not paid, the District may discontinue any or all of the service for which the bill is rendered in the manner herein provided. The District may take the actions authorized by this Section 9.00 or otherwise authorized by law to collect a delinquent bill for service for up to three years from the date of the delinquent bill for service.

Chapter 14, section 9.11 is amended as follows:

### **9.11 Adjustment of Bills**

The District staff or General Manager may adjust or grant credits from the rates or fees provided in this Chapter in the event of a dispute relating to a charge to a customer provided, however, that the customer request must be filed no later than one year from the date of the disputed bill and all parties affected shall have a right to



appeal the District staff or General Manager's determination to the Board of Directors within fifteen (15) days after receipt of the General Manager's written decision. The decision of the Board of Directors thereon, shall be final and binding on all parties.

Chapter 15, section 7.05 is amended as follows:

#### **Chapter 7.05 Collection of Charges for Sewer and Other Services**

The rates and charges imposed by this Chapter may be collected together with charges for any other service provided by the District. If all or any part of the bill is not paid, the District may discontinue any or all of the services for which the bill is rendered in the manner herein provided. The District may take the actions authorized by this Section 7.00 or otherwise authorized by law to collect a delinquent bill for service for up to three years from the date of the delinquent bill for service.

Chapter 15, section 7.14 is amended as follows:

#### **Chapter 7.14 Adjustment of Bills**

At the request of a customer or at the General Manager's discretion, the General Manager may correct any erroneous bill provided for in this Chapter for up to three years from the date of the erroneous bill for service adjust or grant rebates from the rates or fees provided in this Chapter in the event of a dispute relating to a charge to a customer; provided, however, that any customer request must be filed no later than one year from the date of the disputed bill and that all parties affected shall have a right to appeal the Manager's determination to the Board of Directors within fifteen (15) days of the date of the Manager's decision. The decision of the Board of Directors thereon shall be final and binding on all parties.

Chapter 16, section 9.01 is amended as follows:

#### **9.01 Collection of Charges for Drainage and Other Services**

The periodic charges imposed by this Chapter may be collected together with charges for any other utility service supplied by the District. If all or any part of the bill is not paid, the District may discontinue any or all of the service for which the bill is rendered in the manner herein provided. The District may take the actions authorized by this Section 9.00 or otherwise authorized by law to collect a delinquent bill for service for up to three years from the date of the delinquent bill for service.

Chapter 16, section 9.10 is amended as follows:

#### **Chapter 9.10 Adjustment of Bills**

At the request of a customer or at the General Manager's discretion, the General Manager may correct any erroneous bill provided for in this Chapter for up to four years from the date of the erroneous bill for service adjust or grant rebates from the rates or fees provided in this Chapter in the event of a dispute relating to a charge to a customer; provided, however, that the customer request must be filed no later than four years from the date of payment of the disputed bill and that all parties affected shall have a right to appeal the Manager's determination to the Board of Directors within fifteen (15) days of the date of the Manager's decision. The decision of the Board of Directors thereon shall be final and binding on all parties. The District shall pay interest on the refunded amount at a rate of 3% per year calculated from the payment of the disputed bill or the date of the refund claim, whichever is later.

Chapter 21, section 7.03 is amended to add the following to the end of the existing text:

e. The District may take the actions authorized by this Section 7.00 or otherwise authorized by law to collect a delinquent bill for service for up to three years from the date of the delinquent bill for service.

Chapter 21, section 7.08 is added as follows:

#### **Chapter 7.08 Adjustment of Bills**

At the request of a customer or at the General Manager's discretion, the General Manager may correct any erroneous bill provided for in this Chapter for up to four years from the date of the erroneous bill for service; provided, however, that the customer request must be filed no later than four years from the date of payment of the disputed bill and that all parties affected shall have a right to appeal the Manager's determination to the Board of Directors within fifteen (15) days of the date of the Manager's decision. The decision of the Board of Directors thereon shall be final and binding on all parties. The District shall pay interest on the refunded amount at a rate of 3% per year calculated from the payment of the disputed bill or the date of the refund claim, whichever is later.

Chapter 31, section 4.03.b is amended as follows:

#### **b. Collection of Charges for Collection Services**

The rates and charges imposed by this Chapter may be collected together with charges for any other service provided by the District. If all or any part of the bill is not paid, the District may discontinue any or all of the services for which the bill is rendered in the manner herein provided. The District may take the actions authorized by this Section 4.00 or otherwise authorized by law to collect a delinquent bill for service for up to three years from the date of the delinquent bill for service.

Chapter 31, section 4.0.h is added as follows:

#### **h. Adjustment of Bills**

At the request of a customer or at the General Manager's discretion, the General Manager may correct any erroneous bill provided for in this Chapter for up to three years from the date of the erroneous bill for service adjust or grant rebates from the rates or fees provided in this Chapter in the event of a dispute relating to a charge to a customer; provided, however, that any customer request must be filed no later than one year from the date of the disputed bill and that all parties affected shall have a right to appeal the Manager's determination to the Board of Directors within fifteen (15) days of the date of the Manager's decision. The decision of the Board of Directors thereon shall be final and binding on all parties.

The District requests the Board adopt the Ordinance change. Once codified, District staff will work with the billing printer to update policies located on the utility bill and reach out to impacted customers to resolve past due balances, recalculations and billing error corrections.

## ORDINANCE NO. O2023-01

### AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE RANCHO MURIETA COMMUNITY SERVICES DISTRICT AMENDING DISTRICT CODE CHAPTERS 14, 15, 16, 21, AND 31 REGARDING REFUND REQUESTS AND COLLECTION OF DELINQUENCIES

The Board of Directors of the Rancho Murieta Community Services District hereby ordains as follows:

**SECTION 1. PURPOSE AND AUTHORITY.** The purpose of this ordinance is to amend the District Code chapters concerning water, sewer, drainage, security, and solid waste service to clarify the timelines for customers refunds requests and the District's collection of delinquencies. This ordinance is adopted pursuant to Government Code section 61060 and other applicable law.

#### **SECTION 2. CODE AMENDMENT**

Chapter 14, section 9.01 is amended as follows:

##### **9.01 Collection of Charges for Water and Other Services**

The periodic charges imposed by this Chapter may be collected together with charges for any other utility service supplied by the District. If all or any part of the bill is not paid, the District may discontinue any or all of the service for which the bill is rendered in the manner herein provided. The District may take the actions authorized by this Section 9.00 or otherwise authorized by law to collect a delinquent bill for service for up to three years from the date of the delinquent bill for service.

Chapter 14, section 9.11 is amended as follows:

##### **9.11 Adjustment of Bills**

At the request of a customer or at the General Manager's discretion, the General Manager may correct any erroneous bill provided for in this Chapter for up to three years from the date of the erroneous bill for service adjust or grant rebates from the rates or fees provided in this Chapter in the event of a dispute relating to a charge to a customer; provided, however, that any customer request must be filed no later than one year from the date of the disputed bill and that all parties affected shall have a right to appeal the Manager's determination to the Board of Directors within fifteen (15) days of the date of the Manager's decision. The decision of the Board of Directors thereon shall be final and binding on all parties.

Chapter 15, section 7.05 is amended as follows:

##### **Chapter 7.05 Collection of Charges for Sewer and Other Services**

The rates and charges imposed by this Chapter may be collected together with charges for any other service provided by the District. If all or any part of the bill is not paid, the District may discontinue any or all of the services for which the bill is rendered in the manner herein provided. The District may take the actions authorized by this Section 7.00 or otherwise authorized by law to collect a delinquent bill for service for up to three years from the date of the delinquent bill for service.

Chapter 15, section 7.14 is amended as follows:

#### **Chapter 7.14 Adjustment of Bills**

At the request of a customer or at the General Manager's discretion, the General Manager may correct any erroneous bill provided for in this Chapter for up to three years from the date of the erroneous bill for service ~~adjust or grant rebates from the rates or fees provided in this Chapter in the event of a dispute relating to a charge to a customer;~~ provided, however, that any customer request must be filed no later than one year from the date of the disputed bill and that all parties affected shall have a right to appeal the Manager's determination to the Board of Directors within fifteen (15) days of the date of the Manager's decision. The decision of the Board of Directors thereon shall be final and binding on all parties.

Chapter 16, section 9.01 is amended as follows:

#### **9.01 Collection of Charges for Drainage and Other Services**

The periodic charges imposed by this Chapter may be collected together with charges for any other utility service supplied by the District. If all or any part of the bill is not paid, the District may discontinue any or all of the service for which the bill is rendered in the manner herein provided. The District may take the actions authorized by this Section 9.00 or otherwise authorized by law to collect a delinquent bill for service for up to three years from the date of the delinquent bill for service.

Chapter 16, section 9.10 is amended as follows:

#### **Chapter 9.10 Adjustment of Bills**

At the request of a customer or at the General Manager's discretion, the General Manager may correct any erroneous bill provided for in this Chapter for up to four years from the date of the erroneous bill for service ~~adjust or grant rebates from the rates or fees provided in this Chapter in the event of a dispute relating to a charge to a customer;~~ provided, however, that the customer request must be filed no later than four years from the date of payment of the disputed bill and that all parties affected shall have a right to appeal the Manager's determination to the Board of Directors within fifteen (15) days of the date of the Manager's decision. The decision of the Board of Directors thereon shall be final and binding on all parties. The District shall pay interest on the refunded amount at a rate of 3% per year calculated from the payment of the disputed bill or the date of the refund claim, whichever is later.

Chapter 21, section 7.03 is amended to add the following to the end of the existing text:

e. The District may take the actions authorized by this Section 7.00 or otherwise authorized by law to collect a delinquent bill for service for up to three years from the date of the delinquent bill for service.

Chapter 21, section 7.08 is added as follows:

**Chapter 7.08 Adjustment of Bills**

At the request of a customer or at the General Manager's discretion, the General Manager may correct any erroneous bill provided for in this Chapter for up to four years from the date of the erroneous bill for service; provided, however, that the customer request must be filed no later than four years from the date of payment of the disputed bill and that all parties affected shall have a right to appeal the Manager's determination to the Board of Directors within fifteen (15) days of the date of the Manager's decision. The decision of the Board of Directors thereon shall be final and binding on all parties. The District shall pay interest on the refunded amount at a rate of 3% per year calculated from the payment of the disputed bill or the date of the refund claim, whichever is later.

Chapter 31, section 4.03.b is amended as follows:

b. Collection of Charges for Collection Services

The rates and charges imposed by this Chapter may be collected together with charges for any other service provided by the District. If all or any part of the bill is not paid, the District may discontinue any or all of the services for which the bill is rendered in the manner herein provided. The District may take the actions authorized by this Section 4.00 or otherwise authorized by law to collect a delinquent bill for service for up to three years from the date of the delinquent bill for service.

Chapter 31, section 4.0.h is added as follows:

h. Adjustment of Bills

At the request of a customer or at the General Manager's discretion, the General Manager may correct any erroneous bill provided for in this Chapter for up to three years from the date of the erroneous bill for service adjust or grant rebates from the rates or fees provided in this Chapter in the event of a dispute relating to a charge to a customer; provided, however, that any customer request must be filed no later than one year from the date of the disputed bill and that all parties affected shall have a right to appeal the Manager's determination to the Board of Directors within fifteen (15) days of the date of the Manager's decision. The decision of the Board of Directors thereon shall be final and binding on all parties.

---

**SECTION 3. EFFECTIVE DATE.** This ordinance shall take effect 30 days after its final passage.

**SECTION 4. SEVERABILITY.** If any section or provision of this ordinance or the application of it to any person, transaction or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this ordinance that can be given effect without the invalid or unenforceable provision, and to this end the provisions of this ordinance are declared to be severable.

**SECTION 5. PUBLICATION.** The District Secretary is directed to publish this ordinance once in a newspaper of general circulation published in the District within 15 days after the adoption of the ordinance.

**INTRODUCED** by the Board of Directors on the 15<sup>th</sup> day of February 2023.

**PASSED AND ADOPTED** by the Board of Directors of the Rancho Murieta Community Services District at a regular meeting on the 15<sup>th</sup> day of March 2023 by the following roll call vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

\_\_\_\_\_  
Martin Pohll  
Vice President, Board of Directors

Attest:

\_\_\_\_\_  
Michelle Rose, Temporary Office Technician

# RANCHO MURIETA COMMUNITY SERVICES DISTRICT

DISTRICT CODE

CHAPTER 14

## **THE WATER CODE**

INSTALLATION, CONNECTION AND USE OF THE DISTRICT  
WATER SYSTEM



Amended ~~February 15~~ March 15, 2023  
By Ordinance 2023-01

## TABLE OF CONTENTS

<b>SECTION 1.00 General Provisions</b>	<b>7</b>
1.01 Title	7
1.02 Scope of Service	7
<b>SECTION 2.00 Definitions</b>	<b>7</b>
2.01 Applicant	7
2.02 Board	7
2.03 Business Service	7
2.04 Customer	7
2.05 Distribution System	7
2.06 District	7
2.07 Flat Rate Service	7
2.08 Industrial Service	8
2.09 Main or Water Mains	8
2.10 General Manager	8
2.11 Metered Service	8
2.12 Metered Service Connection	8
2.13 Multiple Dwelling	8
2.14 Permits	8
2.15 Premises	8
2.16 Private Water Line	8
2.17 Residential Service	8
2.18 Service Connection	9
2.19 Un-Metered Service Connection	9
2.20 Water Conservation or Water Use Efficiency	9
2.21 Water Facilities	9
2.22 Wasteful Uses of Water	9
<b>SECTION 3.00 GENERAL POLICIES</b>	<b>9</b>
3.01 General Policy of Operating System	9
3.02 District's Responsibility for Distribution System	9
3.03 Unauthorized Use of District Water	10
3.04 District Ownership and Control	10
3.05 Private Water Lines	10
3.06 Access to District-Owned Property	10
3.07 Unsafe Apparatus, Detrimental or Damaging Conditions	10



3.08	Fraudulent Use of Service _____	10
3.09	Inspection of Customer-Owned Property _____	10
3.10	Interference with District Employees _____	11
3.11	Obstructions Prohibited _____	11
3.12	Continuity of Service _____	11
3.13	Street Work: _____	11
3.14	Contractors Hired by the District _____	11
3.15	Delegation of Authority _____	<del>12</del> 11
3.16	Standards _____	12
3.17	Lake Use Regulations: _____	12
<b>SECTION 4.00 Connection To and Construction of Potable Water Facilities _____</b>		<b>13</b>
4.01	In General _____	13
4.02	Requirement of Meters _____	13
4.03	Installation of Potable Water Service Connections and Meters _____	13
4.04	Size or Service Connection and Meters _____	<del>14</del> 13
4.05	Installation of Private Water Line _____	14
4.06	Financial Responsibility for Installation of Water Facilities _____	14
4.07	Relocation of Water Facilities at Customer's Request _____	14
4.08	Relocation of Service Connection at District's Request _____	14
4.09	Change of Meter at Customer's Request _____	14
4.10	Separate Service Connection _____	14
4.11	Division of Presently Serviced Premises _____	<del>15</del> 14
4.12	Plans ( <i>Amended by Ordinance 2011-04</i> ) _____	15
4.13	Easements and Rights-of-Way _____	15
4.14	Performance Bond _____	15
4.15	Liability ( <i>Amended by Ordinance 2011-04</i> ) _____	15
4.16	Dedication Requirements _____	<del>16</del> 15
4.17	As-Built Plan _____	16
4.18	Inspection of Construction _____	16
4.19	Certificate of Final Inspection and Completion _____	16
4.20	Ownership Upon Dedication _____	16
4.21	Testing of Backflow Devices _____	16
<b>SECTION 5.00 Main Line Extensions _____</b>		<b><del>17</del>16</b>
5.01	Water Main Extension _____	<del>17</del> 16
5.02	Formation of an Assessment District _____	17
5.03	Size of New Main Line _____	17

5.04	Reimbursement for Extension	17
5.05	Pre-Existing Main Line Extension Agreements	<del>18</del> 17
<b>SECTION 6.00 Permits and Fees</b>		<del>18</del> 17
6.01	Permit Required	18
6.02	Application for Permit	18
6.03	Unauthorized Usage of Permit	18
6.04	Persons Excluded From This Section	18
6.05	Plan Checking	18
6.06	Payment of Fees and Charges	18
6.07	Applicant's Agreement to Comply with Code	<del>19</del> 18
6.08	Time Limits on Permits	19
<b>SECTION 7.00 Potable and Untreated Water Rates and Charges</b>		19
7.01	Water Service When Service Connection is Adequate	19
7.02	Water Service When Service Connection Is Inadequate	19
7.03	Installation Fees	19
7.04	Community Facility Fee	19
7.05	Rates for Metered Service	<del>20</del> 19
7.06	Is hereby deleted and shall remain vacant	20
7.07	Service from Fire Hydrants	20
7.08	Water Standby or Availability Charge	21
7.09	Fees for Line Extension Applications and Plan Review	21
7.10	Rates for Use of Untreated Water	21
7.11	Inspection Fees	<del>22</del> 21
<b>SECTION 8.00 Special Types of Potable or Untreated Water Service</b>		22
8.01	Water Service Outside District	22
8.02	Temporary Potable or Untreated Water Service	22
<b>SECTION 9.00 Collection of Potable or Untreated Water Rates and Enforcement</b>		
<b>Provisions</b>		<del>23</del> 22
9.01	Collection of Charges for Water and Other Services	<del>23</del> 22
9.02	Billing	<del>23</del> 22
9.03	Persons Billed	23
9.04	Due Date	23
9.05	Delinquency	23
9.06	Delinquencies – Basic Penalty	23
9.07	Payment of Part of Delinquency	<del>24</del> 23

9.08	Liens _____	<del>24</del> <sup>23</sup>
9.09	Collection of Delinquent Charges with Taxes _____	24
9.10	Meter Testing _____	24
9.11	Adjustment of Bills _____	24
<b>SECTION 10.00 Water Use Efficiency _____</b>		<del>25</del> <sup>24</sup>
10.01	Definitions _____	<del>25</del> <sup>24</sup>
10.02	Water Waste _____	<del>26</del> <sup>25</sup>
10.03	Conservation Devices Required on New or Remodeled Dwelling Units _____	<del>26</del> <sup>25</sup>
10.04	Conservation Devices Required on New or Remodel Public Users _____	<del>26</del> <sup>25</sup>
10.05	Water Efficient Landscape Requirements _____	26
10.06	Air Conditioning and Refrigeration Devices _____	26
10.07	Evaporative Coolers _____	<del>27</del> <sup>26</sup>
10.08	Swimming and Wading Pools _____	<del>27</del> <sup>26</sup>
<b>SECTION 11.00 Water Waste _____</b>		<del>27</del> <sup>26</sup>
11.01	Wasteful Use of Water _____	<del>27</del> <sup>26</sup>
11.02	Determination of Wasteful Uses of Water _____	<del>28</del> <sup>27</sup>
11.03	Repair of Leaky Indoor or Outdoor Fixtures _____	<del>28</del> <sup>27</sup>
<b>SECTION 12.00 Drought Response _____</b>		28
	Determination of Drought _____	28
<b>SECTION 13.00 Enforcement, Disconnection and Restoration of Service _____</b>		<del>29</del> <sup>28</sup>
13.01	Enforcement _____	<del>29</del> <sup>28</sup>
13.02	Violation of Chapter _____	<del>29</del> <sup>28</sup>
13.03	Penalties _____	<del>29</del> <sup>28</sup>
13.04	Penalties in Times of Water Shortage _____	29
13.05	Appeal _____	<del>30</del> <sup>29</sup>
13.06	Variances _____	<del>30</del> <sup>29</sup>
13.07	Disconnection _____	30
13.08	Settling Disputes _____	<del>31</del> <sup>30</sup>
13.09	Public Nuisance and Abatement _____	<del>31</del> <sup>30</sup>
13.10	Restoration of Service _____	<del>31</del> <sup>30</sup>
13.11	Recovery of Costs _____	<del>31</del> <sup>30</sup>
13.12	Means of Enforcement Only _____	<del>31</del> <sup>30</sup>
13.13	Cumulative Remedies _____	<del>31</del> <sup>30</sup>
13.14	Misdemeanor _____	31
13.15	Fire and Other Emergencies _____	31

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## DISTRICT CODE

### CHAPTER 14

#### POLICES REGULATING THE INSTALLATION, CONNECTION AND USE OF THE DISTRICT WATER SYSTEM

##### SECTION 1.00 General Provisions

###### 1.01 Title

This Chapter shall be known as the “Water Code” and may be cited as such.

###### 1.02 Scope of Service

The provision of this Chapter shall apply to water supply and service in, upon or affecting the territory of the Rancho Murieta Community Services District, and the design, construction, alteration, use, and maintenance of public water mains, reservoirs, distribution system, pumping equipment and facilities, pressure reducing station connections and services, and all system appurtenances; the issuance of permits and the collection of fees therefore; fees to pay for the costs of checking plans, inspecting construction, and making record plans of the facilities permitted hereunder; providing penalties for violation of any of the provisions hereof, and all other necessary or related matters.

##### SECTION 2.00 Definitions

For the purpose of this Chapter, the following terms shall have the following meanings unless the context clearly indicates otherwise.

###### 2.01 Applicant

Applicant shall mean the owner or the agent of the owner of the property for which water service is being requested.

###### 2.02 Board

Board shall mean the Board of Directors of the Rancho Murieta Community Services District.

###### 2.03 Business Service

Business Service shall mean the provision of water for use in connection with commercial premises devoted primarily to operations for profit including offices, stores, markets, apartments, hotels, motels, automobile trailer parks, or courts, service stations and the like.

###### 2.04 Customer

Customer shall mean the owner or agent of the owner of the property receiving water service.

###### 2.05 Distribution System

Distribution System shall mean the system of the pipelines and other appurtenances by which the District conveys water to its customers.

###### 2.06 District

District shall mean the Rancho Murieta Community Services District.

###### 2.07 Flat Rate Service

Flat Rate Service shall mean the provision of water in unmeasured quantities for a fixed periodic charge.

**2.08 Industrial Service**

Industrial Service shall mean the provision of water to industrial premises where the water is used primarily in manufacturing or processing activities.

**2.09 Main or Water Mains**

Mains or Water Mains shall mean the portion of the distribution system, which is located in streets, highways, public ways or easements, which are used to supply water to the District's customers.

**2.10 General Manager**

General Manager shall mean the General Manager of the Rancho Murieta Community Services District.

**2.11 Metered Service**

Metered Service shall mean the provision of water in measured quantities for a charge based on the quantity of water supplied.

**2.12 Metered Service Connection**

Metered Service Connection shall mean the portion of the distribution system by which water is conveyed from the water main to the premises, including the tap, meter, meter box, pipe, corporation stop, curb stop or shut-off valve.

**2.13 Multiple Dwelling**

Multiple Dwelling shall mean premises with two or more dwellings for persons independently occupying such dwellings. (Amended by Ordinance 85-1)

**2.14 Permits**

Permits shall mean the District's written approval or authorization for an action. A permit may only be issued by the District upon the completion of the appropriate District application form for the action sought, payment of all applicable fees and charges, and compliance with all applicable District ordinances, rules and regulations, as well as local, state and federal law.

**2.15 Premises**

Premises shall mean a parcel of real estate, including any improvements thereon, which is determined by the District to be a single unit for purposes of receiving, using and paying for service. In making this determination, the District shall take into consideration such factors as whether the unit could reasonably be subdivided and whether the unit is being used for a single enterprise, apartment or dwelling.

**2.16 Private Water Line**

Private Water Line shall mean the portion of the distribution system located on the customer's side of the service connection.

**2.17 Residential Service**

Residential Service shall mean the provision of water for household purposes, including water used on the premises for sprinkling lawns, gardens and shrubbery; washing vehicles; and other similar and customary purposes pertaining to single or multiple family dwellings.

**2.18 Service Connection**

Service Connection generally means the pipe, valves and other facilities by which water is conveyed from the water main to the premises, and includes the tap, corporation stop, curb stop or shut-off valve, and may include meter and/or service box depending on the type of service.

**2.19 Un-Metered Service Connection**

Un-Metered Service Connection shall mean the portion of the distribution system by which water is conveyed from the water main to the premises, including tap, pipe, corporation stop, curb stop or shut-off valve.

**2.20 Water Conservation or Water Use Efficiency**

Water use that results in a water savings or lower demand due to (a) change that increases efficiency for the same productivity (e.g., update to more efficient models of plumbing fixtures or appliance upgrades to perform the same function) or (b) change in use of the appliance or fixture that results in reduced demand (e.g., customer behavioral change). (Amended by Ordinance 2011-04)

**2.21 Water Facilities**

Water Facilities shall mean all reservoirs, wells, sources of supply, storage, treatment, transmission, distribution, and pumping facilities, service connections and any other appurtenance.

**2.22 Wasteful Uses of Water**

Generally means customer water use that is not going to beneficial and reasonable uses. For example, excessive water runoff, leaky fixtures, etc. as defined in Section 11.01.

**SECTION 3.00 GENERAL POLICIES**

**3.01 General Policy of Operating System**

The District shall operate and maintain the water system in an efficient and economical manner and supply water of acceptable quality as fairly and equitably as possible. The charges to be made for service shall be set at rates necessary to enable the District to recover all costs of supplying water including, but not limited to, the costs for the following: (amended by Ordinance 2011-04)

- a. Purchasing, pumping, treating, storing, transmitting and distributing water;
- b. Customer Service and Water Conservation;
- c. Administration;
- d. Overhead;
- e. Debt service;
- f. Charges and assessments in-lieu of taxes;
- g. Replacement reserves;
- h. All other necessary and appropriate expenses.

**3.02 District's Responsibility for Distribution System**



The District shall be responsible for operating, maintaining, and replacing all portions of the distribution system, which are owned by the District. The District shall not be responsible for operating, maintaining or replacing that portion of the distribution system not owned by the District. The installation of a District measuring device upon private property or within a portion of the distribution system not owned by the District shall not create an obligation on the part of the District for operation, maintenance or replacement of any works or facilities not owned by the District. District responsibility for maintenance of service extends only to the water meter and the responsibility beyond the water meter is the property owners. If the water service is connected to a private line, the District's responsibility stops at the valve on the District's main.

**3.03 Unauthorized Use of District Water**

No person shall supply water to any person or to any premises except as authorized by District permit or as approved in writing by the District.

**3.04 District Ownership and Control**

The portion of the distribution system, including the water main, service connection, and/or meter, which is located in the public way or in easements, shall be under the exclusive control of the District and owned, managed, and operated under the direction of the General Manager.

**3.05 Private Water Lines**

The customer shall be responsible for the proper operation and maintenance of the customer's private water line and for any damages to the distribution system or loss of water resulting from the customer's private water line.

**3.06 Access to District-Owned Property**

The District shall have access, at all reasonable hours, to meter service connections and other property owned by the District, whether located on or off the customer's premises, for the purposes of inspection, installation, repair, maintenance, operation, turn on, turn off, or removal of the District's property.

**3.07 Unsafe Apparatus, Detrimental or Damaging Conditions**

If an unsafe or hazardous condition is found to exist on the customer's premises, or if the use of water thereon by apparatus, appliance, equipment or otherwise is found to be detrimental or damaging to the District or its customers, the service may be shut off without notice, provided that the District shall notify the customer immediately of the reasons for the discontinuance and the corrective action to be taken by the customer before service can be restored.

**3.08 Fraudulent Use of Service**

When the District has discovered that a customer has obtained water service by fraudulent means or has diverted the water service for unauthorized use; the service to that customer may be discontinued in the manner set forth in Section 13.00 herein. The District shall not be required to restore service until the customer has complied with all rules and requirements of the District and the District has been reimbursed for the full amount of the service rendered and the actual or estimated costs to the District incurred by reason of the fraudulent use.

**3.09 Inspection of Customer-Owned Property**

A customer's private water line shall be open for inspection at all reasonable times to a representative of the District. However, except in cases of emergency, before a District representative enters a



customer's premises for the purpose of inspecting non-District owned facilities, the District shall obtain the occupant's consent or the District shall give 24-hour advance notice, in writing, to the occupant of the District's intention to enter and inspect the customer's private water line.

### **3.10 Interference with District Employees**

Except as provided in Section 3.09 hereof, it shall be unlawful for any person to interfere, seek or cause to interfere with the inspection, installation, removal, maintenance, or other lawful activity by the General Manager or the General Manager's authorized representative, of any part of the distribution system owned by the District.

### **3.11 Obstructions Prohibited**

No person shall place or cause to be placed on any water line easement any wires, fences, trees, buildings, or other structures, either temporary or permanent, or any refuse, rubbish, debris or other objects which may impede or otherwise interfere with the ready access by the District to any portion of the distribution system owned by the District, unless otherwise authorized by Board action. Any such obstruction, upon the written request of the General Manager, shall immediately be removed by the violator at no expense to the District or shall be removed by the District at violator's expense, and shall not be replaced. *(Amended by Ordinance 2011-04)*

### **3.12 Continuity of Service**

The District shall not be liable for any interruptions, shortage, or insufficiency of water supply or for pressure at the customer's point of connection, or for any loss or damages occasioned thereby.

### **3.13 Street Work**

- a. When a person who opens, grades, excavates, fills or does other street construction, deems it necessary to expose, remove, raise, lower, or otherwise affect any portion of the distribution system owned by the District, the person performing such street construction shall give at least seven (7) days advance notice in writing to the District of the person's intention to perform such construction and immediate notice upon exposure or contact with such system.
- b. At its option, the District may elect to perform the removal, raising, lowering or other construction on the District's distribution system, which is necessitated by the street construction. Prior to the District performing the construction on its distribution system, the person requiring the street construction shall pay to the District a reasonable deposit in an amount not to exceed the estimated cost of the District's construction. When the District completes its construction, the District shall refund that portion, if any, of the deposit which exceeds the actual costs of construction and the person requiring the construction shall pay the amount, if any, by which the actual costs of construction exceeds the deposit.
- c. The person performing the street construction shall be liable for any damage to the District's distribution system resulting from the street construction or from the person's construction on the District's distribution system.

### **3.14 Contractors Hired by the District**

Portions of this Chapter may be waived by the General Manager for persons hired by the District to construct any part of the District's distribution system. *(Amended by Ordinance 2011-04)*

### 3.15 Delegation of Authority

The General Manager shall have the authority to delegate the performance of any of the General Manager's responsibilities to any District employee or independent contractor.

### 3.16 Standards

All procedures, design, work, materials, capacities, facilities and other improvements shall be based on the applicable provisions of the latest revisions of State and Local regulations and generally accepted standards of water works practice insofar as deemed appropriate by the District considering the conditions and where not in conflict with District standards. Such regulations and standards are included in, but not necessarily limited to, the following references (*Amended by Ordinance 2011-04*):

Waterworks Standards of the California Department of Health Services Titles 17 and 22 of the California Administrative Code

California Safe Drinking Water Act

California State Building Code (Cal Green) Title 24

California Model Water Efficient Landscape Ordinance (Assembly Bill 1881, Laird)

Uniform Plumbing Code (National)

Uniform Fire Code

American Water Works Association

United States Environmental Protection Agency's (USEPA) WaterSense Program

### 3.17 Lake/Reservoir Use Regulations:

*(Added by Ordinance 92-3) (Amended by Ordinance O2018-01)*

- a. Wastes Prohibited into Lakes/Reservoirs: No person shall discharge or cause to be discharged any of the following wastes in any of the lakes/reservoirs:
  1. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive solid, liquid or gas.
  2. Any waste containing toxic or poisonous solids, liquids or gases.
  3. Any waste having a pH lower than 5.5 or having any other corrosive properties.
  4. Any waste such as, but not limited to: rubbish, ashes, shavings, metals, glass, lawn clippings, leaves, plastics, woods, garbage, pet waste, sewage, etc.
  5. Any waste such as insecticides, pesticides, fertilizers weed killers, etc.
  6. Any material or substance without prior District approval, including highly turbid water, a measured value of >100 NTU or as Determined by District.

- b. Activities Prohibited in Lakes/Reservoirs. The following activities are either prohibited or restricted as described on or in the lakes/reservoirs as follows:
  - 1. Fishing with live bait (all lakes/reservoirs).
  - 2. Boating with any motor other than an electric (all lakes/reservoirs).
  - 3. Swimming or wading by humans and domestic animals (except Clementia Reservoir).
  - 4. Any introduction of invasive or non-native species.
- c. Responsibility

It is the responsibility of the users of the lakes/reservoirs to comply with the requirements as set forth in this section.
- d. Enforcement

Enforcement of this Section will be performed by the District's General Manager in accordance with the provisions of Section 13.00 of this Chapter.

## **SECTION 4.00 Connection to and Construction of Potable Water Facilities**

### **4.01 In General**

Nothing in this Chapter shall be construed as preventing or limiting the right of the District to require or undertake the preparation of engineering, economic, environmental, or financing evaluation from any person requesting water service from the District, which service necessitates the installation of water facilities and thereafter to require the construction of such facilities as a condition of service, all without cost to the District.

### **4.02 Requirement of Meters**

Following the effective date of this Chapter, every connection made to the District distribution system or service connection shall provide for and include a meter. The meter shall be supplied, approved and/or installed by the District prior to the time the owner connects to the District's distribution system.

### **4.03 Installation of Potable Water Service Connections and Meters**

- a. Whenever practicable, the service connection from the water main to the customer's property line shall be installed at the time the main is constructed.
- b. Main line extensions, service connections and meters shall be installed only after the District's issuance of a permit and after payment by the customer of all District fees and charges.
- c. Main line extensions, service connections and/or meters shall be installed, at the District's option, either by the District or by persons hired by the District or under the supervision of District employees.
- d. When main line extensions, service connections or meters are not installed by the District, the main line extension, service connection or meter shall be installed only by bonded contractors licensed to perform such installation.
- e. When the District determines that any installation shall be performed by the District or person hired by the District, the applicant shall pay in advance an amount of funds equal to the approximate costs of construction and other necessary expenses. Upon completion of construction, the District shall refund the excess, if any, of any funds paid by the applicant

or, if applicable, the applicant shall pay the amount, if any, by which the actual costs exceeded the applicant's deposit.

#### **4.04 Size or Service Connection and Meters**

- a. The size of the service connection shall be approved by the District in advance. Except when otherwise specifically approved by the District, the maximum size for a single-family service connection shall be one inch. *(Amended by Ordinance 85-1)*
- b. The size of the meter serving a premise shall be approved by the District in advance of service. The standard size water meter serving a mobile village lot and townhouse lot shall be 3/4-inch meter or larger, for all other residential lots, it shall be 1 inch or larger meter, to be able to supply necessary fire flows. *(Amended by Ordinance 2011-04)*

#### **4.05 Installation of Private Water Line**

The customer shall, at the customer's own expense, install according to District standards, the customer's private water line. The private water line shall remain the sole property of the customer.

#### **4.06 Financial Responsibility for Installation of Water Facilities**

An applicant who installs or causes to be installed, any part of the District's water facilities, shall be financially liable for the costs of installation and all incidents thereof.

#### **4.07 Relocation of Water Facilities at Customer's Request**

Upon a customer's written request, water facilities may be relocated by the District, provided that the relocation, in the opinion of the General Manager, is not detrimental to the District's distribution system. The cost of the relocation shall be borne by the customer and shall be payable in advance to the District. The cost of the relocation shall include the applicable costs and fees for all construction (if the construction is performed by persons hired by the District), design, installation, inspection, administration, overhead, and any other necessary related expenses. *(Amended by Ordinance 85-1)*

#### **4.08 Relocation of Service Connection at District's Request**

Where a service connection is relocated for the convenience or protection of the District, the relocation shall be at the expense of the District provided such relocation is not made necessary by the customer.

#### **4.09 Change of Meter at Customer's Request**

- a. A customer may apply in writing to the District to change the size of an installed meter.
- b. If the existing service connection is adequate to service the proposed change in meter size and the District determines that the change is necessary or advisable, the District shall authorize the change. Before the meter is changed, the customer shall pay all applicable fees and charges to the District.
- c. If the existing service connection is inadequate to serve the proposed meter change, the service connection shall be changed at the customer's expense. Before the meter and service connection are changed, the customer shall pay all applicable fees and charges to the District.

#### **4.10 Separate Service Connection**

Separate premises, whether owned by the same or different persons, shall not be supplied with water through the same service connection.

**4.11 Division of Presently Serviced Premises**

When premises currently serviced by the District's distribution system are divided into two or more premises, unless otherwise agreed to by the District, the existing meter and service connection shall be considered to belong to the premise which the meter or service connection most directly enters and the new premises shall require the installation of additional meter(s) and service connection(s) and payment of all applicable fees and charges. *(Amended by Ordinance 85-1)*

**4.12 Plans *(Amended by Ordinance 2011-04)***

- a. Each application for a permit, for which installation of water facilities is necessary, shall be accompanied by three (3) sets of plans and specifications for the installation.
- b. The plans shall be the exclusive property of the District.
- c. The General Manager or Engineer shall determine the adequacy of the proposed water facilities as to size, type and quality of materials, and as to the location of facilities to serve the proposed development, including off-tract pipelines and other appurtenances.
- d. The General Manager or Engineer shall certify in writing whether the plans and specifications submitted conform to District standards.

**4.13 Easements and Rights-of-Way**

- a. Any applicant who installs, or proposes to install, water facilities shall furnish the District all necessary easements and rights-of-way for such facilities and the subsequent operation and maintenance thereof.
- b. If the applicant cannot finish the necessary easements and rights-of-way, the District may, at its sole option, acquire such easements and right-of-way, subsequent to the applicant's payment to the District of all funds necessary to cover the District's cost of such acquisition.
- c. Until the necessary easements and rights-of-way have been properly executed and recorded, the District shall not approve any plans for water facilities to be constructed by one person across the property of another person. The District shall not accept for public use any such water facilities and no person shall place such facilities into use.

**4.14 Performance Bond**

The applicant shall post a surety bond, cash or other security satisfactory to the District to guarantee the faithful performance of any agreement for the applicant's construction of the water facilities. The surety bond, cash or security shall be in the sum of one hundred percent (100%) of the estimated cost of the work, or in such other sum as may be fixed by the District. The surety bond, cash or security shall, in addition to guaranteeing the faithful performance of the work, guarantee the maintenance of the portion of the water facilities constructed by the applicant for a period of one year following the District's written acceptance of the work. *(Amended by Ordinance 85-1)*

**4.15 Liability**

The District and its officers, agents and employees shall not be liable for any injury or death of any person or damage to any property arising during or stemming from, the performance of any work by an applicant. The applicant shall be answerable for, defend, indemnify and hold harmless, the District and its officers, agents and employees, including all costs, expenses, attorney's fees and other fees and



interest, incurred in defending the same or in seeking to enforce this provision. The applicant shall be solely liable for any defects in the performance of the applicant's work or for any failure, damage, injury, claim or loss, which may develop there from. *(Amended by Ordinance 2011-04)*

#### **4.16 Dedication Requirements**

An Offer of Dedication of the water facilities excluding any private water lines shall be included in any application for a permit. The District shall not accept for dedication any portion of the water facilities, which are not constructed in conformity with the requirements of the main line extension agreement, if any, and of this Chapter. *(Amended by Ordinance 85-1)*

#### **4.17 As-Built Plan**

Two (2) sets of blue-line prints and one (1) set of reproducible drawings delineating as-built water lines and appurtenances shall be filed with the District, prior to and as a condition of, the District's approval and acceptance of construction by an applicant. No certificate of final inspection shall be issued until such prints and drawings are filed.

#### **4.18 Inspection of Construction**

- a. The District shall have the right to inspect all work on the water distribution system during and subsequent to its construction. When construction is completed, the work must be inspected and approved, in writing, by the District before the newly constructed facilities may be connected to the District's distribution system. No construction shall be covered at any time unless it has been inspected and approved by the District. No facilities shall be connected to the District's system unless the District has performed tests indicating the new construction is satisfactory and the facilities have been cleaned of any debris accumulated from construction operations. *(Amended by Ordinance 90-3)*
- b. The applicant shall give the District at least forty-eight (48) hours advance notice, Saturdays, Sundays and holidays excluded, of when it wishes the District to perform an inspection. If work is inspected and deemed inadequate, the District shall so notify the applicant in writing and identify the deficiencies in the project. *(Amended by Ordinance 90-3)*

#### **4.19 Certificate of Final Inspection and Completion**

When the District determines that a work done; under the permit and main line extension agreement, if any, has been constructed according to and meets the requirements of all applicable provisions of this Chapter, the agreement, and other District rules and regulations, and when any fees have been paid, the General Manager, subject to any procedure which may be adopted by the Board, shall authorize the issuance of the Certificate of Final Inspection and Completion. *(Amended by Ordinance 85-1)*

#### **4.20 Ownership Upon Dedication**

When the Certificate of Final Inspection and Completion is issued, the District shall accept the Offer of Dedication and authorize the connection of the new water facilities. Upon connection to the District's distribution system, the new water facilities, excluding private water lines, shall become the exclusive property of the District.

#### **4.21 Testing of Backflow Devices**

Pursuant to County Ordinance, certain categories of District customers are required to install, maintain and test annually backflow devices. District personnel are certified to perform the annual testing and, upon the customer's request, will do so on a time-and-materials- basis charged to the customer and collectible as any other District fee. *(Added by Ordinance 89-1)*

## **SECTION 5.00 Main Line Extensions**

### **5.01 Water Main Extension**

Any person requesting water service from the District, which necessitates an extension of the District's main line, shall apply to the District for a main line extension agreement on the forms prescribed by the District.

### **5.02 Formation of an Assessment District**

At the District's sole discretion, the District may utilize any statutory or other procedure concerning assessment districts to finance the construction of the main line extension, metered service connections and related appurtenances.

### **5.03 Size of New Main Line**

The District may require the installation of a main line larger than that necessary to adequately serve the applicant's property. When the District requires the installation of a larger main line, the District shall either:

- a. Pay the difference in cost, as determined by the District, between the size necessary to service the applicant's construction and the larger main line;
- b. Perform the installation itself, subsequent to the receipt from the applicant of a sum sufficient to cover the cost of installation, and other necessary expenses, of the main line required by the applicant;
- c. Require the applicant to construct the larger line subject to reimbursement as hereinafter provided.
- d. A combination of the foregoing.

### **5.04 Reimbursement for Extension**

When an applicant enters into a main line extension agreement with the District, which requires the installation of a main line larger than that necessary to adequately serve the applicant's property, the agreement shall provide for a refund to the applicant as follows: *(Amended by Ordinance 89-2)*

- a. Within the limits specified herein, when the mainline extension has been installed at the applicant's sole expense, the applicant shall be eligible for reimbursement of applicant's cost based upon the applicant's and other customer's pro rata use, as determined by the District, of the extension. *(Amended by Ordinance 89-2)*
- b. The District shall levy on all customers connecting into the extension financed by applicant; a fee determined by the District and based on the connecting customer's pro rata use of the extension and the actual cost of the extension. *(Amended by Ordinance 89-2)*

- c. Within ninety (90) days of the District's receipt of any money pursuant to Section 5.04(b), the District shall pay such money to the applicant. *(Amended by Ordinance 89-2)*

#### **5.05 Pre-Existing Main Line Extension Agreements**

Notwithstanding any section of this Chapter, all main line extension agreements, on or before adoption of this water code, shall be governed by the rules under which the pre-existing main line extension agreements were made at the time of execution of that particular agreement.

### **SECTION 6.00 Permits and Fees**

#### **6.01 Permit Required**

No persons, other than those specifically excluded by this Chapter, shall uncover or cause to be uncovered, construct or cause to be constructed, use or cause to be used, alter or cause to be altered, or connect to or cause to be connected to, any public water main or other portion of the distribution system or services owned by the District without first obtaining a permit from the District, paying the applicable fees, and complying with all other applicable provisions of this Chapter.

#### **6.02 Application for Permit**

Any person legally entitled to apply for and receive a permit shall make application for a permit on forms provided by the District for that purpose. Any applicant shall describe the proposed construction and location, ownership, occupancy, and use of the premises in connection therewith. The General Manager may require, in addition to the information specified, any additional information from the applicant, which will enable the General Manager to determine that the proposed connection complies with the provisions of this Chapter.

#### **6.03 Unauthorized Usage of Permit**

- a. Upon prior written approval of the District, a person to whom a permit has been issued may transfer such permit to another person solely for the same use and premise for which the permit was issued, subject to all terms and conditions under which the permit was issued. The transferee shall meet all requirements of the District relating to the transfer.
- b. Usage of permit for a premise other than the premises for which the permit was issued shall be unauthorized usage and shall render the permit void and invalid.
- c. A person engaging in an unauthorized use of the permit shall apply to the District for an appropriate permit. If the District issues the permit, the applicant shall pay the appropriate current fees and charges.

#### **6.04 Persons Excluded from This Section**

The provisions of this Section 6.00 may be waived by the General Manager for contractors constructing water facilities or improvements under contract with the District, or under contract awarded by the District under proceedings pursuant to any of the special procedure statutes of the State providing for the construction of water facilities and assessing of the expenses thereof against the lands benefited thereby. *(Amended by Ordinance 2011-04)*

#### **6.05 Plan Checking**

No permit shall be issued until the District has checked and approved the plans in accordance with the applicable provisions of this Chapter. *(Amended by Ordinance 85-1)*

#### **6.06 Payment of Fees and Charges**

No permit shall be issued until all fees and charges in connection therewith are paid to the District.



#### **6.07 Applicant's Agreement to Comply with Code**

The applicant's signature on an application for a permit or the applicant's acceptance of any permit shall constitute an agreement by the applicant to comply with all the provisions, terms and requirements of the District's Water Code, with all other rules and regulations of the District, and with the plans and specifications the applicant has filed, together with such corrections or modifications, if any, as may be permitted or required by the District in writing. This agreement shall be binding upon the applicant and the applicant's successors in interest and may be altered only by the District in writing upon the applicant's written request.

#### **6.08 Time Limits on Permits**

If work under permit is not commenced within six (6) months from the date of issuance of such permit or if, after commencing, the work is discontinued for a period of one (1) year, the permit shall become void and no further work shall be undertaken until a new permit shall have been secured and a new fee paid therefore at applicable rates then in effect. *(Amended by Ordinance 2011-04)*

### **SECTION 7.00 Potable and Untreated Water Rates and Charges**

*(Amended by Ordinance 2012-01)*

#### **7.01 Water Service When Service Connection is Adequate**

Where an existing and adequate service connection and/or meter are properly connected to the District's distribution system, and which is or has been legally servicing the premises or for which a District connection permit has been issued, an applicant for water service from the District shall be entitled to such service after the applicant submits an appropriate application to the District, and complies with all other District regulations. However, if the applicant is delinquent in any bills to the District, the applicant shall pay such bills in full, prior to receiving District water service.

#### **7.02 Water Service When Service Connection Is Inadequate**

Where the installation or enlargement of a main line, service connection or meter is necessary prior to the District's supplying service to an applicant, the applicant shall submit a connection permit application to the District for service. If the District has sufficient water supply and system capacity to supply water, the District shall accept the application. The District shall furnish the water service subsequent to the applicant's construction, or payment for the construction, of the necessary portions of the distribution system; the applicant's payment of all fees to the District, the applicant's compliance with all District rules and regulations; and the applicant's payment in full of all delinquent charges, if any, owed to the District.

#### **7.03 Installation Fees**

When the District installs a service connection or meter, the District shall collect a fee from an applicant prior to the installation of service connection and meters except for service under 8.02 for temporary water service. The installation of all service connections or meters shall be on the basis of actual average costs, labor and parts for the particular type of installation as determined from time to time by the General Manager and/or Board of Directors of the District. *(Amended by Ordinance 90-1)*

#### **7.04 Community Facility Fee**

The District shall collect from all applicants for water service under Section 7.02, a community facilities fee to ensure the continued availability of the facilities for water service through periodic system

expansion and replacement. The community facilities fee shall be paid as specified in the Community Facilities Fee Code.

**7.05 Rates for Metered Service**

a. General metered service shall be as follows: *(Amended by Ordinance 2021-01)*

Basic Service Charge	\$38.73/mo
Reserve Contribution	<u>\$14.00/mo</u>
Total Basic Service Charge	\$52.73/mo

Usage charge per cubic foot:

Basic volumetric rate per cubic foot \$ 0.0217/cu. ft.

Debt service charge \$ 6.00  
(applied to metered connections active prior to July 1, 2014)

b. Metered service to residential lots at Murieta Village shall be as follows: *(Amended by Ordinance 2021-01)*

Basic Service Charge	\$38.73/mo
Reserve Contribution	<u>\$14.00/mo</u>
Total Basic Service Charge	\$52.73/mo

Usage charge per cubic foot:

Basic volumetric rate per cubic foot \$ 0.0217/cu. ft.

Debt service charge \$ 6.00  
*(applied to metered connections active prior to July 1, 2014)*

c. Non-Residential metered service shall be as follows: *(Amended by Ordinance 2021-01)*

Monthly Charges

Basic service charge for non-residential metered service shall be calculated on number of meters and an EDU basis for each customer multiplied by the basic service charge reflected in Section 7.05 a. above.

Usage charge per cubic foot:

Basic volumetric rate per cubic foot \$ 0.0217/cu. ft.

d. Zero Usage Billing

Residential and non-residential meters are billed based on actual water usage each month. In the event the water meter read is zero usage, the account will have an estimated usage charge equal to the usage as in the same month in the prior year. This usage amount will be billed at the current volumetric rate per cubic foot.

**7.06 Is hereby deleted and shall remain vacant.** *(Amended by Ordinance 93-1)*

**7.07 Service from Fire Hydrants**

Service hereunder is for water obtained from a fire hydrant for construction water or for other purposes (filling swimming pools). The applicant for such service shall pay under one of the following schedules: *(Amended by Ordinance 2011-01)*

- a. For metered use:
  - 1. A refundable deposit of \$1,000 for a fire hydrant meter to cover any repairs required to the meter resulting from use by the applicant.
  - 2. A flat charge of the current year's residential metered lot rate per month, for each month or fraction of a month that the applicant has the service.
  - 3. A consumption charge based on usage rate on a per 100 cubic feet basis.
  - 4. A minimum billing in any month shall not be less than \$50.00.
- b. For load counts: *(Amended by Ordinance 2011-01)*
  - 1. A water truck load count or bulk water usage for other purposes shall be tallied and water charged at the current usage rate on a per 100 cubic feet.
  - 2. Billings under one application in any one month shall be not less than \$50.00.

**7.08 Water Standby or Availability Charge**

The District shall fix, on or before the first day of July in each calendar year, and will annually collect a water standby or availability charge not to exceed ten dollars (\$10.00) per year for each acre of land, or ten dollars (\$10.00) per year for each parcel of land of less than an acre within the District to which water is made available for any purpose by the District, whether the water is actually used or not. The District may establish schedules varying the charges depending upon factors such as the use to which the land is put, the cost of transporting the water to the land and the amount of water used by the land. *(Amended by Ordinance 2011-04)*

**7.09 Fees for Line Extension Applications and Plan Review**

Fees for line extension applications, plan reviews, and construction inspection shall be as established by the General Manager, based upon the reasonable costs of providing the service. *(Amended by Ordinance 88-8)*

**7.10 Rates for Use of Untreated Water**

*(Amended by Ordinance 88-8)* The charge for untreated water shall be the sum of each of the following four categories of charges, as applicable:

- a. For use of untreated water pumped from storage in Calero Reservoir \$38.16 per acre-foot.
- b. For water delivered by the District to its customers by means of the Cosumnes Irrigation Association Canal: *(Amended by Ordinance 2012-01)*

Base rate (Includes 375,000 cu ft.)	\$197.48/ month
Volumetric rate (After first 375,000 cu ft.)	\$ 0.44/100 cu ft.

- c. Water delivered from Bass Lake *(Amended by Ordinance 2012-01)*  
\$324.84 per month
- d. Water delivered from Laguna Joaquin:  
Volumetric rate \$ 0.11/100 cu ft.

**7.11 Inspection Fees**

- a. A fee based upon costs, labor and parts shall be paid to the District for issuing a permit and inspecting each water line. The amount of this fee shall be determined, from time to time, by the General Manager and/or Board of Directors of the District. *(Amended by Ordinance 90-3)*
- b. Inspection charges shall be paid prior to connection to the District’s distribution systems. *(Amended by Ordinance 90-3)*

**SECTION 8.00 Special Types of Potable or Untreated Water Service**

*(Amended by Ordinance 2011-04)*

**8.01 Water Service Outside District**

- a. The District may provide or allow water service to persons outside its boundaries when the Board finds that such service shall not adversely affect the water service within the District and that a surplus supply of water and water facility capacity exists. *(Amended by Ordinance 85-1)*
- b. In the event that, because of increased usage or other causes, service outside the District becomes adverse to the District’s interest or the interest of District customers located within the District or surplus water and/or pipeline capacity is no longer available for such outside use, the District may discontinue or disconnect the service outside the District 120 days after the District gives written notice to the person or premises receiving the water that such outside service is to be terminated.
- c. Except as set forth in this Section, the rules and regulations of the District shall apply to all customers outside the District.
- d. Rates and charges to all customers outside the District shall be one hundred fifty percent (150%) of the applicable rate and charges for customers within the District, as set forth in Section 7.00. No Capital Improvement Connection Fee (CICF) shall be charged for water service outside the District.
- e. Prior to receiving service, a customer outside the District shall deposit an amount equal to three (3) months of the District’s applicable rates for water service.
- f. The supply of water to persons outside the District shall not create a vested right with the person outside the District to continue to receive water service from the District for any credit or refund for improvements made to receive such water service.

**8.02 Temporary Potable or Untreated Water Service**

Before temporary service is supplied through a fire hydrant or other connection, the applicant shall obtain a permit or other written approval from the District. *(Amended by Ordinance 2011-04)*

- a. The applicant for temporary water service shall pay the charges set forth in Section 7.07.

- b. Temporary service may be interrupted for fire, testing or other conditions deemed necessary by the District.

**SECTION 9.00 Collection of Potable or Untreated Water Rates and Enforcement Provisions** *(Amended by Ordinance 2011-04)*

**9.01 Collection of Charges for Water and Other Services**

The periodic charges imposed by this Chapter may be collected together with charges for any other utility service supplied by the District. If all or any part of the bill is not paid, the District may discontinue any or all of the service for which the bill is rendered in the manner herein provided. The District may take the actions authorized by this Section 9.00 or otherwise authorized by law to collect a delinquent bill for service for up to three years from the date of the delinquent bill for service.

**~~9.01 Collection of Charges for Water and Other Services~~**

~~The periodic charges imposed by this Chapter may be collected together with charges for any other utility service supplied by the District. If all or any part of the bill is not paid, the District may discontinue any or all of the service for which the bill is rendered in the manner herein provided. The District may take the actions authorized by this Section 9.00 or otherwise authorized by law to collect a delinquent bill for service for up to three years from the date of the delinquent bill for service.~~

**9.02 Billing**

All water service accounts shall be billed monthly.

- a. Flat rate accounts shall be billed during the service period (approximately thirty (30) days) for which the bill is rendered.
- b. Metered accounts shall be billed in arrears; meters shall be read as nearly as possible at regular intervals.

**9.03 Persons Billed**

- a. The District shall bill the property owner directly for all water services provided the owner's premises. *(Amended by Ordinance 90-6)*
- b. The property owner shall be liable for payments of all District charges. *(Amended by Ordinance 90-6)*

**9.04 Due Date**

Bills for water service are due and payable when mailed. *(Amended by Ordinance 87-6)*

**9.05 Delinquency**

A bill for service is delinquent if not paid and received at the Rancho Murieta Community Services District Office by the 25<sup>th</sup> day of the month following the month in which the bill was mailed. *(Amended by Ordinance 98-3)*

**9.06 Delinquencies – Basic Penalty**

- a. A one-time basic penalty of ten percent (10%) of the delinquent service charges shall be added to each delinquent bill for the first month the bill is delinquent.



- b. After levying the basic penalty provided in Section 9.06(a), the District shall thereafter levy an additional penalty of one percent (1%) per month to all delinquent charges and basic penalties remaining unpaid, until and unless the Board requests the County Auditor to include the amount of all delinquent rates, charges, and penalties for collection on the County property tax roll as set forth in Section 9.09. Monies paid when any portion of an account is delinquent shall first be credited to interest and penalties, then to the delinquent portion of the bill, and then to the current portion of the bill. *(Amended by Ordinance O2019-03)*

#### **9.07 Payment of Part of Delinquency**

Monies paid where any portion of an account is delinquent, shall first be credited to the delinquent portion of the bill and then to current billing.

#### **9.08 Liens**

Unpaid water service charges imposed by this Chapter, when the charges are recorded, shall constitute a lien upon the parcel of real property to which the water service was supplied. The District shall include a statement on its bills to the effect that any water service charges and penalties thereon remaining unpaid shall, when recorded constitute a lien on the parcel to which the water service was supplied. The District may, from time to time, compile lists of such delinquent charges and record them with the County Recorder as liens, provided that the District shall first have given notice to the customer.

#### **9.09 Collection of Delinquent Charges with Taxes**

All rates, charges, penalties and interest, which remain delinquent, may be collected in the same manner as the general taxes for the District for the forthcoming year, provided that the District shall first have given the customer notice and an opportunity to be heard as provided by law. After delinquent amounts have been turned over to the County Auditor for collection, no payment shall be received by the District on the delinquent amounts except as collected by the County Tax Collector.

#### **9.10 Meter Testing**

The District may test meters at any time and shall test a meter upon the written request of a customer who first deposits twenty-five dollars (\$25.00) with the District. Testing will be in accordance with AWWA Standards, Manual of Practice, M6 for cold water service meters. If the test indicates the meter is registering within five percent (5%) of 100% accuracy, the testing fee shall be retained by the District to cover its cost of testing. If the test indicates the meter is more than five percent (5%) in error, the testing fee shall be refunded to the customer and the District shall repair or replace the meter at its discretion. If the meter error is in the District's favor, a supplemental bill may be rendered to the customer equal to the difference between the customer's average bill for comparable service and the customer's actual bills for the preceding two billing cycles. *(Amended by Ordinance 2011-04)*

#### **9.11 Adjustment of Bills**

At the request of a customer or at the General Manager's discretion, the General Manager may correct any erroneous bill provided for in this Chapter for up to three years from the date of the erroneous bill for service adjust or grant rebates from the rates or fees provided in this Chapter in the event of a dispute relating to a charge to a customer; provided, however, that any customer request must be filed no later than one year from the date of the disputed bill and that all parties affected shall have a right to appeal the Manager's determination to the Board of Directors within fifteen (15) days of the date of the Manager's decision. The decision of the Board of Directors thereon shall be final and binding on all parties.

## 9.11 Adjustment of Bills

The District staff or General Manager may adjust or grant credits from the rates or fees provided in this Chapter in the event of a dispute relating to a charge to a customer provided, however, that the customer request must be filed no later than one year from the date of the disputed bill and all parties affected shall have a right to appeal the District staff or General Manager's determination to the Board of Directors within fifteen (15) days after receipt of the General Manager's written decision. The decision of the Board of Directors thereon, shall be final and binding on all parties.

## SECTION 10.00 Water Use Efficiency (Amended by Ordinance 2011-04)

### 10.01 Definitions

As used in Section 10.00, the following terms shall have the specified meanings.

a. Dwelling Unit

Dwelling unit shall mean any structure intended for human habitation or use, either transient or permanent.

b. Pressure Reducing Valve

Pressure reducing valve shall mean a valve device, which regulates water pressure to structures and is designated to permit the pressure for use within that structure.

c. Public Use

Public use shall mean all commercial or industrial establishments, including restaurants, bars, public buildings, comfort stations, schools, gymnasiums, or other places to which the public has access or which are frequented by the public with or without special permission or invitation, and installation where both free and pay fixtures are installed so that the fixtures' use is similarly unrestricted.

d. Self-Closing Valve

Self-closing valve shall mean a valve device designed to close by spring or by water pressure when left unattended.

e. Water Efficient Aerator

Water efficient aerator shall be USEPA WaterSense labeled product and mean an aerator equipped to limit water flow to a maximum of 1.5 gallons per minute (gpm) or less for residential buildings. (Amended by Ordinance 2011-04)

f. Water Efficient Showerhead

Water efficient showerhead shall be USEPA WaterSense labeled product and mean a water efficient showerhead (with one showerhead per shower stall) equipped to limit water flow to a maximum of 2.0 gpm or less for residential buildings. (Amended by Ordinance 2011-04)

g. High Efficiency or Ultra Low Flow Toilet

High efficiency toilet shall be USEPA WaterSense labeled product and mean a tank type toilet or water closet designed to function with a maximum rated flush volume of 1.28 gallons per flush or less. An ultra-low flow toilet is rated at 1.6 gallons per flush per the California State Building Codes. (Amended by Ordinance 2011-04)

h. Weather Based Irrigation Controller

An irrigation controller that has automated watering schedules using climate or soil moisture sensing capability in accordance with requirements of the California Building Standards CalGreen Code. *(Amended by Ordinance 2011-04)*

**10.02 Water Waste**

No person shall cause or permit any water furnished to the person's premises by the District to run to waste as defined in Section 11.01. The District may, pursuant to the requirements of Section 13.00, disconnect the District's service to any premises and/or customer for the customer's failure to comply with this Section. The District may inspect or install test meters in un-metered service to determine compliance.

**10.03 Conservation Devices Required on New or Remodeled Dwelling Units**

All new dwelling units that require a Sacramento County Building permit that are connected to the District distribution system, after the effective date of this Chapter, shall be constructed pursuant to the California State Building Codes otherwise known as the "CalGreen Code" and be USEPA WaterSense labeled homes. For any remodeled units that require a Sacramento County Building permit that are connected to the District distribution system, after the effective date of this Chapter, shall be constructed pursuant to the California State Building Codes otherwise known as the "CalGreen Code" and any replaced or remodeled fixtures shall be District-approved water efficient equipment, plumbing fixtures and appliances and be USEPA WaterSense labeled products. Pressure reducing valves shall be installed on new dwelling units where District approved improvement plans call for such installation in accordance with District Standards. *(Amended by Ordinance 2011-04)*

**10.04 Conservation Devices Required on New or Remodel Public Users**

All new public users or users remodeling facilities that require a Sacramento County building permit and are connected to the District distribution system after the effective date of this Chapter, shall be equipped with District-approved water efficient equipment, plumbing fixtures and appliances pursuant to the California State Building Codes otherwise known as the "CalGreen Code" and be USEPA WaterSense labeled products. Pressure reducing valves shall be installed on new public use facilities where District approved improvement plans call for such installation in accordance with District Standards. *(Amended by Ordinance 2011-04)*

**10.05 Water Efficient Landscape Requirements**

Landscape design, installation, maintenance, and management can and should be water efficient. All new or modifications to existing landscape areas subject to Homeowner Association review or County permit approvals are required to comply with the California Water Conservation Landscaping Act of 2006 (Assembly Bill 1881, Laird) and Model Water Efficient Landscape Ordinance effective January 1, 2010 or, when adopted, the least as effective as Sacramento County Water Efficient Landscape Requirements (Chapter 14.10). The District allows the use of all types of water efficient plant materials, including artificial turf. Allowable water efficient plant materials are identified on the District approved plant list. The District prohibits any plants considered invasive to the local waterways, such as invasive plants listed by the California Invasive Plant Council. *(Amended by Ordinance 2011-04)*

**10.06 Air Conditioning and Refrigeration Devices**

All new or replacement air conditioning and refrigeration systems using water from the District distribution system or discharging to the District sewer system, installed after the effective date of this Chapter, shall be equipped with water conservation devices of sufficient capacity to limit makeup



water to a maximum 0.2 GPM per ton of rated capacity under full loading at a maximum summer temperature of 105 degrees Fahrenheit. *(Amended by Ordinance 2011-04)*

#### **10.07 Evaporative Coolers**

Evaporative coolers installed after the effective date of this Chapter shall be equipped with a re-circulating pump. The makeup supply line shall be equipped with an inlet valve, which shall open according to manufacturer specifications. Makeup water shall be used intermittently, and not continuously, as required due to discharge that shall occur only on an as needed basis to remove high total dissolved solids (TDS) levels on the order of more than 2,000 parts per million (ppm). *(Amended by Ordinance 2011-04)*

#### **10.08 Swimming and Wading Pools**

All swimming or wading pools installed after the effective date of this Chapter, which have a capacity of over two thousand gallons of water, and which use water from the District distribution system or which discharge water into the District sewer system, shall be equipped with re-circulating systems and approved filters. Pool covers are recommended but not required.

### **SECTION 11.00 Water Waste**

#### **11.01 Wasteful Use of Water**

Any of the following acts or omissions, whether intentional, unintentional, willful or negligent, shall constitute the wasteful use of water *(Amended by Ordinance 2011-04)*:

- a. Water flowing away from a property caused by excessive application(s) of water beyond reasonable or practical irrigation rates, duration of application, or other than incidental applications to impervious surfaces.
- b. Causing or permitting an amount of water to discharge, flow, run to waste into or flood any gutter, sanitary sewer, water course or storm drain, or to any adjacent lot, from any tap, hose, faucet, pipe, sprinkler, or nozzle. In the case of irrigation, "discharge," "flow" or "run to waste" means that water is applied to the point that the earth intended to be irrigated has been saturated with water so that additional applied water then flows over the earth. In the case of washing, "discharge," "flow" or "run to waste " means that water in excess of that necessary is applied to wash, wet or clean the dirty or dusty object, such as an automobile, sidewalk, or parking area.
- c. Allowing water fixtures or heating or cooling devices to leak or discharge water.
- d. Maintaining ponds, waterways, decorative basins or swimming pools without water recirculation devices or with known leaks, both seen and unseen.
- e. Discharging water from, and refilling, swimming pools, decorative basins or ponds in excess of the frequency reasonably necessary to maintain the health, maintenance or structural considerations of the pool, basin or pond, as determined by the General Manager.
- f. Overfilling of any pond, pool or fountain which results in water discharging from the pond, pool or fountain.
- g. Continued operation of an irrigation system that applies water to an impervious surface or that is in disrepair.
- h. Use of a water hose not equipped with a control nozzle capable of completely shutting off the flow of water except when positive pressure is applied.

- i. Irrigation of lawns or landscaping when it is raining.
- j. Irrigating lawns or landscaping between the hours of 10:00 a.m. and 10:00 p.m., with the exception of drip irrigation or hand watering, as otherwise authorized pursuant to this Section, unless a variance is granted by the General Manager. Exceptions are accepted for District approved weather based irrigation controllers.
- k. Using potable water from the District's water system for compaction, dust control or other construction purposes without first obtaining approval from the General Manager as provided in Section 7.07 and a meter from the District.
- l. Installing a single-pass cooling system, such as water cooled air compressor, in any property that is newly connected to the District water system. This does not apply to evaporative cooling systems.
- m. Installing a non-recirculating system in any new automatic car wash or new commercial laundry system or failure to utilize current best management practices for water conservation that are industry standards.

### **11.02 Determination of Wasteful Uses of Water**

It shall be unlawful for any person to waste water as defined above in Section 11.01. Violations will be based on observation(s) and documentation of waste by District staff, including but not limited to evidence of a continually running water meter readings and/or physical inspection, and/or visual observation of the occurrence. Violations are subject to the enforcement and penalty provisions in Section 13.00. *(Amended by Ordinance 2011-04)*

### **11.03 Repair of Leaky Indoor or Outdoor Fixtures**

It shall be unlawful for any person to maintain or allow on the person's premises leaky or faulty water fixtures or devices to which District water is supplied, so that District water is wasted thereby. Failure to repair or disconnect such leaky or faulty devices within seven (7) days after being notified in writing to do so by the District, shall be sufficient cause for the District to disconnect its water service for such premises, pursuant to the requirements of Section 13.00, until the repairs have been made. At the discretion of the District, the customer may be informed in writing that the leak must be repaired more quickly, in which case the customer shall repair the leak in the time specified by the General Manager. *(Amended by Ordinance 2011-04)*

## **SECTION 12.00 Drought Response**

### **Determination of Drought**

In determining the District's water system's Drought Stage, the General Manager shall determine whether that system's water supplies available for potable use are sufficient to meet the current customer demands on that system and shall consider, unless otherwise excluded by this section, all relevant factors. The General Manager shall consider, among other things *(Amended by Ordinance 2011-04)*:

- a. any variations in the reliability of the Lake Water or other supplemental supplies available to the District's water system, which may be indicated by Department of Water Resources monitoring data in the Cosumnes River watershed (such as snow survey, rainfall precipitation, previous year runoff pattern data);

- b. gauge monitoring that indicates below normal Cosumnes River flow conditions that may affect the District’s ability to pump water to the Lake/Reservoir System;
- c. availability of non-potable water to meet non-potable demands on the District’s water system; and
- d. the success, or lack thereof, of previous declarations of a less stringent Drought Stage in causing the water-use reductions sought by the District.
- e. the General Manager will select the necessary stage for response to the drought based on the provisions outlined in the District Board adopted Water Shortage Contingency Plan.
- f. The Board of Directors shall make the final drought declaration upon review of the General Manager’s drought determination.

**SECTION 13.00 Enforcement, Disconnection and Restoration of Service**

**13.01 Enforcement**

The General Manager shall enforce the provisions of this Chapter and, for such purposes, shall have the powers of a peace officer, if deputized or if authorized by law. Such power shall not be regarded as limitations on or otherwise affecting the powers and duties of the County Health Officer. *(Amended by Ordinance 2011-04)*

**13.02 Violation of Chapter**

In the event of a violation of any laws, ordinances, rules or regulations of the State of California, the County of Sacramento, or the District, respecting the subject matter contained herein, the District shall notify in writing the person or persons causing, allowing, or committing such violation and the General Manager shall have the authority to issue penalties and/or disconnect the property served from the District distribution system, in the manner set forth herein. *(Amended by Ordinance 2011-04)*

**13.03 Penalties**

The goal of the provisions of this chapter are to achieve voluntary compliance from the customer, and the District will take reasonable measures to assure the customer has information available to promptly and efficiently address water use issues. Where voluntary compliance cannot be achieved through initial contacts and warnings, then appropriate administrative penalties and further action are required. Except as otherwise provided herein, violations of any provision of this chapter shall be addressed as follows *(Amended by Ordinance 2011-04)*:

<b>Violation</b>	<b>Penalty</b>
First	Personal or written notification of the violation
Second	Written notification and issuance of a notice to correct
Third	Issuance of an administrative penalty of \$100
Fourth	Issuance of a penalty of \$200
Fifth	Issuance of a penalty of \$500
Final	Disconnected water service and/or other penalties as provided in the notice of violation and as determined by the General Manager.

**13.04 Penalties in Times of Water Shortage**

In addition to any other penalties provided by this chapter, if a customer of the District water system violates any of the water use restrictions during a stage two, three, or four water shortage stage as set

forth in Water Shortage Contingency Plan, and such conditions are not corrected within five (5) days after the customer is given written notice, the District is authorized to bill the customer, as a penalty, at twice the metered rate during the time that the violation continues and the penalties specified in Section 13.03 above may be increased by up to 100%. *(Amended by Ordinance 2011-04)*

### **13.05 Appeal**

There shall be no appeal of the water use restrictions identified in this Chapter or the Water Shortage Contingency Plan. Any appeal of other matters or decisions of District staff shall be appealable in writing to the General Manager within ten (10) days and if still unresolved a second appeal may be sent in writing to the District Board of Directors within ten (10) days of the General Manager's decision. *(Amended by Ordinance 2011-04)*

### **13.06 Variances**

In unusual circumstances, application of this chapter may cause unnecessary hardships or results inconsistent with this chapter's purposes and intent. Therefore, variances to some of the requirements of this chapter may be appropriate as described below. *(Amended by Ordinance 2011-04)*

#### **a. Authority to Grant Variances.**

The General Manager may grant variances to water use restrictions provisions during a stage one, two, or three Drought Stage as specified in the Water Shortage Contingency Plan. During stage four drought, as specified in the Water Shortage Contingency Plan, any previously granted variances shall be suspended without notice, unless they are based on a critical health need as determined by a licensed medical professional, with such determination being provided to the General Manager.

#### **b. Other Variances.**

Customers who seek a variance from this chapter for any reason shall submit to the District a written request for variance, setting forth, in detail, the extraordinary circumstances that support the application. The General Manager may approve the application in his or her discretion; provided, that the variance allows the applicant to use only the minimum amount of water in addition to that allowed by this chapter that the General Manager reasonably believes is necessary to satisfy the circumstances that support the application. Any such variance shall terminate one (1) year after its issuance, subject to an application for its renewal.

### **13.07 Disconnection**

As an alternative method of enforcing the provisions of this or any other Chapter, rule or regulation of the District, the General Manager shall have the authority to disconnect the customer from the District's distribution system, without liability to the District, in the following manner:

a. At least ten (10) days before the proposed disconnection of any service, a customer shall be provided with written notice of the procedure for the availability of an opportunity to discuss the reasons for the proposed disconnection of service.

b. After notice has been given as specified in subparagraph (a) and prior to disconnection of service, a customer shall have the opportunity to discuss the reason for the disconnection with an employee designated by the District who shall be empowered to review disputed bills, rectify errors and settle controversies pertaining to disconnection of service.

- c. No service shall be disconnected by reason of delinquency in payment of bills on any Saturday, Sunday, legal holiday, or any time during which the District's office is not open to the public.

**13.08 Settling Disputes**

The General Manager is hereby authorized to review disputes pertaining to any matters for which service may be disconnected and to adjust errors and settle disputes.

**13.09 Public Nuisance and Abatement**

During the period of disconnection, the habitation of such disconnected premises by human beings shall constitute a public nuisance, which shall authorize the District to bring proceedings for the abatement of the occupancy of the premises during the period of the disconnection. In such event, and as a condition of restoring service, the District shall be paid reasonable attorney's fees and costs arising from such action, plus any other necessary charges for or incurred in the restoration of service.

**13.10 Restoration of Service**

When service under this Chapter has been disconnected for any reason, the service shall not be restored until all unpaid sums are paid in full, plus all District expenses for disconnecting and restoring the service, plus a seventy-five-dollar (\$75.00) restoration fee. *(Amended by Ordinance 85-1)*

**13.11 Recovery of Costs**

In the event that the District is required to bring legal action to enforce any provision of this Chapter, including but not limited to the collection of delinquent fees and charges, the District shall be entitled to recover its reasonable attorney's fees, interest and other costs of suit.

**13.12 Means of Enforcement Only**

The District hereby declares that the foregoing procedures are established as a means of enforcement of the terms and conditions of its ordinances, rules, and regulations and not as a penalty.

**13.13 Cumulative Remedies**

All remedies set forth herein for the collection and enforcement of rates, charges, and penalties are cumulative and may be pursued alternatively, concurrently or consecutively.

**13.14 Misdemeanor**

A violation of any provision of this Chapter is a misdemeanor, punishable by a fine not to exceed five hundred dollars (\$500.00) or by imprisonment in the County Jail not to exceed six (6) months, or both. Each and every day, or part of day that a violation of the Chapter continues, shall be deemed a separate offense hereunder and shall be punishable as such.

**13.15 Fire and Other Emergencies**

Nothing in this chapter limits or may be construed as limiting the availability of water for extinguishing fires, meeting the demands of any other similar emergency, or routine inspection and maintenance of fire hydrants. *(Amended by Ordinance 2011-04)*

**SECTION 14.00 Severability**

The Board hereby declares that it would have passed this Ordinance and thereby adopted this Chapter or any section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared to be unconstitutional.

If any section, subsection, sentence, clause or phrase of the Ordinance of the application thereof to any person or circumstances is for any reason held unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Chapter or the application of such provisions to other persons or circumstances.

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# **RANCHO MURIETA COMMUNITY SERVICES DISTRICT**

DISTRICT CODE

CHAPTER 14

## **THE WATER CODE**

INSTALLATION, CONNECTION AND USE OF THE DISTRICT  
WATER SYSTEM



Amended March 15, 2023  
By Ordinance 2023-01

## TABLE OF CONTENTS

<b>SECTION 1.00 General Provisions</b>	<b>7</b>
1.01 Title	7
1.02 Scope of Service	7
<b>SECTION 2.00 Definitions</b>	<b>7</b>
2.01 Applicant	7
2.02 Board	7
2.03 Business Service	7
2.04 Customer	7
2.05 Distribution System	7
2.06 District	7
2.07 Flat Rate Service	7
2.08 Industrial Service	8
2.09 Main or Water Mains	8
2.10 General Manager	8
2.11 Metered Service	8
2.12 Metered Service Connection	8
2.13 Multiple Dwelling	8
2.14 Permits	8
2.15 Premises	8
2.16 Private Water Line	8
2.17 Residential Service	8
2.18 Service Connection	9
2.19 Un-Metered Service Connection	9
2.20 Water Conservation or Water Use Efficiency	9
2.21 Water Facilities	9
2.22 Wasteful Uses of Water	9
<b>SECTION 3.00 GENERAL POLICIES</b>	<b>9</b>
3.01 General Policy of Operating System	9
3.02 District's Responsibility for Distribution System	9
3.03 Unauthorized Use of District Water	10
3.04 District Ownership and Control	10
3.05 Private Water Lines	10
3.06 Access to District-Owned Property	10
3.07 Unsafe Apparatus, Detrimental or Damaging Conditions	10



3.08	Fraudulent Use of Service _____	10
3.09	Inspection of Customer-Owned Property _____	10
3.10	Interference with District Employees _____	11
3.11	Obstructions Prohibited _____	11
3.12	Continuity of Service _____	11
3.13	Street Work: _____	11
3.14	Contractors Hired by the District _____	11
3.15	Delegation of Authority _____	12
3.16	Standards _____	12
3.17	Lake Use Regulations: _____	12
<b>SECTION 4.00 Connection To and Construction of Potable Water Facilities _____</b>		<b>13</b>
4.01	In General _____	13
4.02	Requirement of Meters _____	13
4.03	Installation of Potable Water Service Connections and Meters _____	13
4.04	Size of Service Connection and Meters _____	14
4.05	Installation of Private Water Line _____	14
4.06	Financial Responsibility for Installation of Water Facilities _____	14
4.07	Relocation of Water Facilities at Customer's Request _____	14
4.08	Relocation of Service Connection at District's Request _____	14
4.09	Change of Meter at Customer's Request _____	14
4.10	Separate Service Connection _____	14
4.11	Division of Presently Serviced Premises _____	15
4.12	Plans (Amended by Ordinance 2011-04) _____	15
4.13	Easements and Rights-of-Way _____	15
4.14	Performance Bond _____	15
4.15	Liability (Amended by Ordinance 2011-04) _____	15
4.16	Dedication Requirements _____	16
4.17	As-Built Plan _____	16
4.18	Inspection of Construction _____	16
4.19	Certificate of Final Inspection and Completion _____	16
4.20	Ownership Upon Dedication _____	16
4.21	Testing of Backflow Devices _____	16
<b>SECTION 5.00 Main Line Extensions _____</b>		<b>17</b>
5.01	Water Main Extension _____	17
5.02	Formation of an Assessment District _____	17
5.03	Size of New Main Line _____	17

5.04	Reimbursement for Extension _____	17
5.05	Pre-Existing Main Line Extension Agreements _____	18
<b>SECTION 6.00 Permits and Fees _____</b>		<b>18</b>
6.01	Permit Required _____	18
6.02	Application for Permit _____	18
6.03	Unauthorized Usage of Permit _____	18
6.04	Persons Excluded From This Section _____	18
6.05	Plan Checking _____	18
6.06	Payment of Fees and Charges _____	18
6.07	Applicant's Agreement to Comply with Code _____	19
6.08	Time Limits on Permits _____	19
<b>SECTION 7.00 Potable and Untreated Water Rates and Charges _____</b>		<b>19</b>
7.01	Water Service When Service Connection is Adequate _____	19
7.02	Water Service When Service Connection Is Inadequate _____	19
7.03	Installation Fees _____	19
7.04	Community Facility Fee _____	19
7.05	Rates for Metered Service _____	20
7.06	Is hereby deleted and shall remain vacant _____	20
7.07	Service from Fire Hydrants _____	20
7.08	Water Standby or Availability Charge _____	21
7.09	Fees for Line Extension Applications and Plan Review _____	21
7.10	Rates for Use of Untreated Water _____	21
7.11	Inspection Fees _____	22
<b>SECTION 8.00 Special Types of Potable or Untreated Water Service _____</b>		<b>22</b>
8.01	Water Service Outside District _____	22
8.02	Temporary Potable or Untreated Water Service _____	22
<b>SECTION 9.00 Collection of Potable or Untreated Water Rates and Enforcement</b>		
<b>Provisions _____</b>		<b>23</b>
9.01	Collection of Charges for Water and Other Services _____	23
9.02	Billing _____	23
9.03	Persons Billed _____	23
9.04	Due Date _____	23
9.05	Delinquency _____	23
9.06	Delinquencies – Basic Penalty _____	23
9.07	Payment of Part of Delinquency _____	24

9.08	Liens _____	24
9.09	Collection of Delinquent Charges with Taxes _____	24
9.10	Meter Testing _____	24
9.11	Adjustment of Bills _____	24
<b>SECTION 10.00 Water Use Efficiency _____</b>		<b>24</b>
10.01	Definitions _____	24
10.02	Water Waste _____	25
10.03	Conservation Devices Required on New or Remodeled Dwelling Units _____	25
10.04	Conservation Devices Required on New or Remodel Public Users _____	26
10.05	Water Efficient Landscape Requirements _____	26
10.06	Air Conditioning and Refrigeration Devices _____	26
10.07	Evaporative Coolers _____	26
10.08	Swimming and Wading Pools _____	26
<b>SECTION 11.00 Water Waste _____</b>		<b>27</b>
11.01	Wasteful Use of Water _____	27
11.02	Determination of Wasteful Uses of Water _____	28
11.03	Repair of Leaky Indoor or Outdoor Fixtures _____	28
<b>SECTION 12.00 Drought Response _____</b>		<b>28</b>
	Determination of Drought _____	28
<b>SECTION 13.00 Enforcement, Disconnection and Restoration of Service _____</b>		<b>29</b>
13.01	Enforcement _____	29
13.02	Violation of Chapter _____	29
13.03	Penalties _____	29
13.04	Penalties in Times of Water Shortage _____	29
13.05	Appeal _____	29
13.06	Variances _____	30
13.07	Disconnection _____	30
13.08	Settling Disputes _____	30
13.09	Public Nuisance and Abatement _____	30
13.10	Restoration of Service _____	31
13.11	Recovery of Costs _____	31
13.12	Means of Enforcement Only _____	31
13.13	Cumulative Remedies _____	31
13.14	Misdemeanor _____	31
13.15	Fire and Other Emergencies _____	31

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## DISTRICT CODE

### CHAPTER 14

#### POLICES REGULATING THE INSTALLATION, CONNECTION AND USE OF THE DISTRICT WATER SYSTEM

##### SECTION 1.00 General Provisions

###### 1.01 Title

This Chapter shall be known as the “Water Code” and may be cited as such.

###### 1.02 Scope of Service

The provision of this Chapter shall apply to water supply and service in, upon or affecting the territory of the Rancho Murieta Community Services District, and the design, construction, alteration, use, and maintenance of public water mains, reservoirs, distribution system, pumping equipment and facilities, pressure reducing station connections and services, and all system appurtenances; the issuance of permits and the collection of fees therefore; fees to pay for the costs of checking plans, inspecting construction, and making record plans of the facilities permitted hereunder; providing penalties for violation of any of the provisions hereof, and all other necessary or related matters.

##### SECTION 2.00 Definitions

For the purpose of this Chapter, the following terms shall have the following meanings unless the context clearly indicates otherwise.

###### 2.01 Applicant

Applicant shall mean the owner or the agent of the owner of the property for which water service is being requested.

###### 2.02 Board

Board shall mean the Board of Directors of the Rancho Murieta Community Services District.

###### 2.03 Business Service

Business Service shall mean the provision of water for use in connection with commercial premises devoted primarily to operations for profit including offices, stores, markets, apartments, hotels, motels, automobile trailer parks, or courts, service stations and the like.

###### 2.04 Customer

Customer shall mean the owner or agent of the owner of the property receiving water service.

###### 2.05 Distribution System

Distribution System shall mean the system of the pipelines and other appurtenances by which the District conveys water to its customers.

###### 2.06 District

District shall mean the Rancho Murieta Community Services District.

###### 2.07 Flat Rate Service

Flat Rate Service shall mean the provision of water in unmeasured quantities for a fixed periodic charge.

**2.08 Industrial Service**

Industrial Service shall mean the provision of water to industrial premises where the water is used primarily in manufacturing or processing activities.

**2.09 Main or Water Mains**

Mains or Water Mains shall mean the portion of the distribution system, which is located in streets, highways, public ways or easements, which are used to supply water to the District's customers.

**2.10 General Manager**

General Manager shall mean the General Manager of the Rancho Murieta Community Services District.

**2.11 Metered Service**

Metered Service shall mean the provision of water in measured quantities for a charge based on the quantity of water supplied.

**2.12 Metered Service Connection**

Metered Service Connection shall mean the portion of the distribution system by which water is conveyed from the water main to the premises, including the tap, meter, meter box, pipe, corporation stop, curb stop or shut-off valve.

**2.13 Multiple Dwelling**

Multiple Dwelling shall mean premises with two or more dwellings for persons independently occupying such dwellings. (Amended by Ordinance 85-1)

**2.14 Permits**

Permits shall mean the District's written approval or authorization for an action. A permit may only be issued by the District upon the completion of the appropriate District application form for the action sought, payment of all applicable fees and charges, and compliance with all applicable District ordinances, rules and regulations, as well as local, state and federal law.

**2.15 Premises**

Premises shall mean a parcel of real estate, including any improvements thereon, which is determined by the District to be a single unit for purposes of receiving, using and paying for service. In making this determination, the District shall take into consideration such factors as whether the unit could reasonably be subdivided and whether the unit is being used for a single enterprise, apartment or dwelling.

**2.16 Private Water Line**

Private Water Line shall mean the portion of the distribution system located on the customer's side of the service connection.

**2.17 Residential Service**

Residential Service shall mean the provision of water for household purposes, including water used on the premises for sprinkling lawns, gardens and shrubbery; washing vehicles; and other similar and customary purposes pertaining to single or multiple family dwellings.

**2.18 Service Connection**

Service Connection generally means the pipe, valves and other facilities by which water is conveyed from the water main to the premises, and includes the tap, corporation stop, curb stop or shut-off valve, and may include meter and/or service box depending on the type of service.

**2.19 Un-Metered Service Connection**

Un-Metered Service Connection shall mean the portion of the distribution system by which water is conveyed from the water main to the premises, including tap, pipe, corporation stop, curb stop or shut-off valve.

**2.20 Water Conservation or Water Use Efficiency**

Water use that results in a water savings or lower demand due to (a) change that increases efficiency for the same productivity (e.g., update to more efficient models of plumbing fixtures or appliance upgrades to perform the same function) or (b) change in use of the appliance or fixture that results in reduced demand (e.g., customer behavioral change). (Amended by Ordinance 2011-04)

**2.21 Water Facilities**

Water Facilities shall mean all reservoirs, wells, sources of supply, storage, treatment, transmission, distribution, and pumping facilities, service connections and any other appurtenance.

**2.22 Wasteful Uses of Water**

Generally means customer water use that is not going to beneficial and reasonable uses. For example, excessive water runoff, leaky fixtures, etc. as defined in Section 11.01.

**SECTION 3.00 GENERAL POLICIES**

**3.01 General Policy of Operating System**

The District shall operate and maintain the water system in an efficient and economical manner and supply water of acceptable quality as fairly and equitably as possible. The charges to be made for service shall be set at rates necessary to enable the District to recover all costs of supplying water including, but not limited to, the costs for the following: (amended by Ordinance 2011-04)

- a. Purchasing, pumping, treating, storing, transmitting and distributing water;
- b. Customer Service and Water Conservation;
- c. Administration;
- d. Overhead;
- e. Debt service;
- f. Charges and assessments in-lieu of taxes;
- g. Replacement reserves;
- h. All other necessary and appropriate expenses.

**3.02 District's Responsibility for Distribution System**

The District shall be responsible for operating, maintaining, and replacing all portions of the distribution system, which are owned by the District. The District shall not be responsible for operating, maintaining or replacing that portion of the distribution system not owned by the District. The installation of a District measuring device upon private property or within a portion of the distribution system not owned by the District shall not create an obligation on the part of the District for operation, maintenance or replacement of any works or facilities not owned by the District. District responsibility for maintenance of service extends only to the water meter and the responsibility beyond the water meter is the property owners. If the water service is connected to a private line, the District's responsibility stops at the valve on the District's main.

**3.03 Unauthorized Use of District Water**

No person shall supply water to any person or to any premises except as authorized by District permit or as approved in writing by the District.

**3.04 District Ownership and Control**

The portion of the distribution system, including the water main, service connection, and/or meter, which is located in the public way or in easements, shall be under the exclusive control of the District and owned, managed, and operated under the direction of the General Manager.

**3.05 Private Water Lines**

The customer shall be responsible for the proper operation and maintenance of the customer's private water line and for any damages to the distribution system or loss of water resulting from the customer's private water line.

**3.06 Access to District-Owned Property**

The District shall have access, at all reasonable hours, to meter service connections and other property owned by the District, whether located on or off the customer's premises, for the purposes of inspection, installation, repair, maintenance, operation, turn on, turn off, or removal of the District's property.

**3.07 Unsafe Apparatus, Detrimental or Damaging Conditions**

If an unsafe or hazardous condition is found to exist on the customer's premises, or if the use of water thereon by apparatus, appliance, equipment or otherwise is found to be detrimental or damaging to the District or its customers, the service may be shut off without notice, provided that the District shall notify the customer immediately of the reasons for the discontinuance and the corrective action to be taken by the customer before service can be restored.

**3.08 Fraudulent Use of Service**

When the District has discovered that a customer has obtained water service by fraudulent means or has diverted the water service for unauthorized use; the service to that customer may be discontinued in the manner set forth in Section 13.00 herein. The District shall not be required to restore service until the customer has complied with all rules and requirements of the District and the District has been reimbursed for the full amount of the service rendered and the actual or estimated costs to the District incurred by reason of the fraudulent use.

**3.09 Inspection of Customer-Owned Property**

A customer's private water line shall be open for inspection at all reasonable times to a representative of the District. However, except in cases of emergency, before a District representative enters a



customer's premises for the purpose of inspecting non-District owned facilities, the District shall obtain the occupant's consent or the District shall give 24-hour advance notice, in writing, to the occupant of the District's intention to enter and inspect the customer's private water line.

### **3.10 Interference with District Employees**

Except as provided in Section 3.09 hereof, it shall be unlawful for any person to interfere, seek or cause to interfere with the inspection, installation, removal, maintenance, or other lawful activity by the General Manager or the General Manager's authorized representative, of any part of the distribution system owned by the District.

### **3.11 Obstructions Prohibited**

No person shall place or cause to be placed on any water line easement any wires, fences, trees, buildings, or other structures, either temporary or permanent, or any refuse, rubbish, debris or other objects which may impede or otherwise interfere with the ready access by the District to any portion of the distribution system owned by the District, unless otherwise authorized by Board action. Any such obstruction, upon the written request of the General Manager, shall immediately be removed by the violator at no expense to the District or shall be removed by the District at violator's expense, and shall not be replaced. *(Amended by Ordinance 2011-04)*

### **3.12 Continuity of Service**

The District shall not be liable for any interruptions, shortage, or insufficiency of water supply or for pressure at the customer's point of connection, or for any loss or damages occasioned thereby.

### **3.13 Street Work**

- a. When a person who opens, grades, excavates, fills or does other street construction, deems it necessary to expose, remove, raise, lower, or otherwise affect any portion of the distribution system owned by the District, the person performing such street construction shall give at least seven (7) days advance notice in writing to the District of the person's intention to perform such construction and immediate notice upon exposure or contact with such system.
- b. At its option, the District may elect to perform the removal, raising, lowering or other construction on the District's distribution system, which is necessitated by the street construction. Prior to the District performing the construction on its distribution system, the person requiring the street construction shall pay to the District a reasonable deposit in an amount not to exceed the estimated cost of the District's construction. When the District completes its construction, the District shall refund that portion, if any, of the deposit which exceeds the actual costs of construction and the person requiring the construction shall pay the amount, if any, by which the actual costs of construction exceeds the deposit.
- c. The person performing the street construction shall be liable for any damage to the District's distribution system resulting from the street construction or from the person's construction on the District's distribution system.

### **3.14 Contractors Hired by the District**

Portions of this Chapter may be waived by the General Manager for persons hired by the District to construct any part of the District's distribution system. *(Amended by Ordinance 2011-04)*

### 3.15 Delegation of Authority

The General Manager shall have the authority to delegate the performance of any of the General Manager's responsibilities to any District employee or independent contractor.

### 3.16 Standards

All procedures, design, work, materials, capacities, facilities and other improvements shall be based on the applicable provisions of the latest revisions of State and Local regulations and generally accepted standards of water works practice insofar as deemed appropriate by the District considering the conditions and where not in conflict with District standards. Such regulations and standards are included in, but not necessarily limited to, the following references (*Amended by Ordinance 2011-04*):

Waterworks Standards of the California Department of Health Services Titles 17 and 22 of the California Administrative Code

California Safe Drinking Water Act

California State Building Code (Cal Green) Title 24

California Model Water Efficient Landscape Ordinance (Assembly Bill 1881, Laird)

Uniform Plumbing Code (National)

Uniform Fire Code

American Water Works Association

United States Environmental Protection Agency's (USEPA) WaterSense Program

### 3.17 Lake/Reservoir Use Regulations:

*(Added by Ordinance 92-3) (Amended by Ordinance O2018-01)*

- a. Wastes Prohibited into Lakes/Reservoirs: No person shall discharge or cause to be discharged any of the following wastes in any of the lakes/reservoirs:
  1. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive solid, liquid or gas.
  2. Any waste containing toxic or poisonous solids, liquids or gases.
  3. Any waste having a pH lower than 5.5 or having any other corrosive properties.
  4. Any waste such as, but not limited to: rubbish, ashes, shavings, metals, glass, lawn clippings, leaves, plastics, woods, garbage, pet waste, sewage, etc.
  5. Any waste such as insecticides, pesticides, fertilizers weed killers, etc.
  6. Any material or substance without prior District approval, including highly turbid water, a measured value of >100 NTU or as Determined by District.

- b. Activities Prohibited in Lakes/Reservoirs. The following activities are either prohibited or restricted as described on or in the lakes/reservoirs as follows:
  - 1. Fishing with live bait (all lakes/reservoirs).
  - 2. Boating with any motor other than an electric (all lakes/reservoirs).
  - 3. Swimming or wading by humans and domestic animals (except Clementia Reservoir).
  - 4. Any introduction of invasive or non-native species.
- c. Responsibility

It is the responsibility of the users of the lakes/reservoirs to comply with the requirements as set forth in this section.
- d. Enforcement

Enforcement of this Section will be performed by the District's General Manager in accordance with the provisions of Section 13.00 of this Chapter.

## **SECTION 4.00 Connection to and Construction of Potable Water Facilities**

### **4.01 In General**

Nothing in this Chapter shall be construed as preventing or limiting the right of the District to require or undertake the preparation of engineering, economic, environmental, or financing evaluation from any person requesting water service from the District, which service necessitates the installation of water facilities and thereafter to require the construction of such facilities as a condition of service, all without cost to the District.

### **4.02 Requirement of Meters**

Following the effective date of this Chapter, every connection made to the District distribution system or service connection shall provide for and include a meter. The meter shall be supplied, approved and/or installed by the District prior to the time the owner connects to the District's distribution system.

### **4.03 Installation of Potable Water Service Connections and Meters**

- a. Whenever practicable, the service connection from the water main to the customer's property line shall be installed at the time the main is constructed.
- b. Main line extensions, service connections and meters shall be installed only after the District's issuance of a permit and after payment by the customer of all District fees and charges.
- c. Main line extensions, service connections and/or meters shall be installed, at the District's option, either by the District or by persons hired by the District or under the supervision of District employees.
- d. When main line extensions, service connections or meters are not installed by the District, the main line extension, service connection or meter shall be installed only by bonded contractors licensed to perform such installation.
- e. When the District determines that any installation shall be performed by the District or person hired by the District, the applicant shall pay in advance an amount of funds equal to the approximate costs of construction and other necessary expenses. Upon completion of construction, the District shall refund the excess, if any, of any funds paid by the applicant

or, if applicable, the applicant shall pay the amount, if any, by which the actual costs exceeded the applicant's deposit.

#### **4.04 Size or Service Connection and Meters**

- a. The size of the service connection shall be approved by the District in advance. Except when otherwise specifically approved by the District, the maximum size for a single-family service connection shall be one inch. *(Amended by Ordinance 85-1)*
- b. The size of the meter serving a premise shall be approved by the District in advance of service. The standard size water meter serving a mobile village lot and townhouse lot shall be 3/4-inch meter or larger, for all other residential lots, it shall be 1 inch or larger meter, to be able to supply necessary fire flows. *(Amended by Ordinance 2011-04)*

#### **4.05 Installation of Private Water Line**

The customer shall, at the customer's own expense, install according to District standards, the customer's private water line. The private water line shall remain the sole property of the customer.

#### **4.06 Financial Responsibility for Installation of Water Facilities**

An applicant who installs or causes to be installed, any part of the District's water facilities, shall be financially liable for the costs of installation and all incidents thereof.

#### **4.07 Relocation of Water Facilities at Customer's Request**

Upon a customer's written request, water facilities may be relocated by the District, provided that the relocation, in the opinion of the General Manager, is not detrimental to the District's distribution system. The cost of the relocation shall be borne by the customer and shall be payable in advance to the District. The cost of the relocation shall include the applicable costs and fees for all construction (if the construction is performed by persons hired by the District), design, installation, inspection, administration, overhead, and any other necessary related expenses. *(Amended by Ordinance 85-1)*

#### **4.08 Relocation of Service Connection at District's Request**

Where a service connection is relocated for the convenience or protection of the District, the relocation shall be at the expense of the District provided such relocation is not made necessary by the customer.

#### **4.09 Change of Meter at Customer's Request**

- a. A customer may apply in writing to the District to change the size of an installed meter.
- b. If the existing service connection is adequate to service the proposed change in meter size and the District determines that the change is necessary or advisable, the District shall authorize the change. Before the meter is changed, the customer shall pay all applicable fees and charges to the District.
- c. If the existing service connection is inadequate to serve the proposed meter change, the service connection shall be changed at the customer's expense. Before the meter and service connection are changed, the customer shall pay all applicable fees and charges to the District.

#### **4.10 Separate Service Connection**

Separate premises, whether owned by the same or different persons, shall not be supplied with water through the same service connection.

**4.11 Division of Presently Serviced Premises**

When premises currently serviced by the District's distribution system are divided into two or more premises, unless otherwise agreed to by the District, the existing meter and service connection shall be considered to belong to the premise which the meter or service connection most directly enters and the new premises shall require the installation of additional meter(s) and service connection(s) and payment of all applicable fees and charges. *(Amended by Ordinance 85-1)*

**4.12 Plans *(Amended by Ordinance 2011-04)***

- a. Each application for a permit, for which installation of water facilities is necessary, shall be accompanied by three (3) sets of plans and specifications for the installation.
- b. The plans shall be the exclusive property of the District.
- c. The General Manager or Engineer shall determine the adequacy of the proposed water facilities as to size, type and quality of materials, and as to the location of facilities to serve the proposed development, including off-tract pipelines and other appurtenances.
- d. The General Manager or Engineer shall certify in writing whether the plans and specifications submitted conform to District standards.

**4.13 Easements and Rights-of-Way**

- a. Any applicant who installs, or proposes to install, water facilities shall furnish the District all necessary easements and rights-of-way for such facilities and the subsequent operation and maintenance thereof.
- b. If the applicant cannot finish the necessary easements and rights-of-way, the District may, at its sole option, acquire such easements and right-of-way, subsequent to the applicant's payment to the District of all funds necessary to cover the District's cost of such acquisition.
- c. Until the necessary easements and rights-of-way have been properly executed and recorded, the District shall not approve any plans for water facilities to be constructed by one person across the property of another person. The District shall not accept for public use any such water facilities and no person shall place such facilities into use.

**4.14 Performance Bond**

The applicant shall post a surety bond, cash or other security satisfactory to the District to guarantee the faithful performance of any agreement for the applicant's construction of the water facilities. The surety bond, cash or security shall be in the sum of one hundred percent (100%) of the estimated cost of the work, or in such other sum as may be fixed by the District. The surety bond, cash or security shall, in addition to guaranteeing the faithful performance of the work, guarantee the maintenance of the portion of the water facilities constructed by the applicant for a period of one year following the District's written acceptance of the work. *(Amended by Ordinance 85-1)*

**4.15 Liability**

The District and its officers, agents and employees shall not be liable for any injury or death of any person or damage to any property arising during or stemming from, the performance of any work by an applicant. The applicant shall be answerable for, defend, indemnify and hold harmless, the District and its officers, agents and employees, including all costs, expenses, attorney's fees and other fees and

interest, incurred in defending the same or in seeking to enforce this provision. The applicant shall be solely liable for any defects in the performance of the applicant's work or for any failure, damage, injury, claim or loss, which may develop there from. *(Amended by Ordinance 2011-04)*

#### **4.16 Dedication Requirements**

An Offer of Dedication of the water facilities excluding any private water lines shall be included in any application for a permit. The District shall not accept for dedication any portion of the water facilities, which are not constructed in conformity with the requirements of the main line extension agreement, if any, and of this Chapter. *(Amended by Ordinance 85-1)*

#### **4.17 As-Built Plan**

Two (2) sets of blue-line prints and one (1) set of reproducible drawings delineating as-built water lines and appurtenances shall be filed with the District, prior to and as a condition of, the District's approval and acceptance of construction by an applicant. No certificate of final inspection shall be issued until such prints and drawings are filed.

#### **4.18 Inspection of Construction**

- a. The District shall have the right to inspect all work on the water distribution system during and subsequent to its construction. When construction is completed, the work must be inspected and approved, in writing, by the District before the newly constructed facilities may be connected to the District's distribution system. No construction shall be covered at any time unless it has been inspected and approved by the District. No facilities shall be connected to the District's system unless the District has performed tests indicating the new construction is satisfactory and the facilities have been cleaned of any debris accumulated from construction operations. *(Amended by Ordinance 90-3)*
- b. The applicant shall give the District at least forty-eight (48) hours advance notice, Saturdays, Sundays and holidays excluded, of when it wishes the District to perform an inspection. If work is inspected and deemed inadequate, the District shall so notify the applicant in writing and identify the deficiencies in the project. *(Amended by Ordinance 90-3)*

#### **4.19 Certificate of Final Inspection and Completion**

When the District determines that a work done; under the permit and main line extension agreement, if any, has been constructed according to and meets the requirements of all applicable provisions of this Chapter, the agreement, and other District rules and regulations, and when any fees have been paid, the General Manager, subject to any procedure which may be adopted by the Board, shall authorize the issuance of the Certificate of Final Inspection and Completion. *(Amended by Ordinance 85-1)*

#### **4.20 Ownership Upon Dedication**

When the Certificate of Final Inspection and Completion is issued, the District shall accept the Offer of Dedication and authorize the connection of the new water facilities. Upon connection to the District's distribution system, the new water facilities, excluding private water lines, shall become the exclusive property of the District.

#### **4.21 Testing of Backflow Devices**



Pursuant to County Ordinance, certain categories of District customers are required to install, maintain and test annually backflow devices. District personnel are certified to perform the annual testing and, upon the customer's request, will do so on a time-and-materials- basis charged to the customer and collectible as any other District fee. *(Added by Ordinance 89-1)*

## **SECTION 5.00 Main Line Extensions**

### **5.01 Water Main Extension**

Any person requesting water service from the District, which necessitates an extension of the District's main line, shall apply to the District for a main line extension agreement on the forms prescribed by the District.

### **5.02 Formation of an Assessment District**

At the District's sole discretion, the District may utilize any statutory or other procedure concerning assessment districts to finance the construction of the main line extension, metered service connections and related appurtenances.

### **5.03 Size of New Main Line**

The District may require the installation of a main line larger than that necessary to adequately serve the applicant's property. When the District requires the installation of a larger main line, the District shall either:

- a. Pay the difference in cost, as determined by the District, between the size necessary to service the applicant's construction and the larger main line;
- b. Perform the installation itself, subsequent to the receipt from the applicant of a sum sufficient to cover the cost of installation, and other necessary expenses, of the main line required by the applicant;
- c. Require the applicant to construct the larger line subject to reimbursement as hereinafter provided.
- d. A combination of the foregoing.

### **5.04 Reimbursement for Extension**

When an applicant enters into a main line extension agreement with the District, which requires the installation of a main line larger than that necessary to adequately serve the applicant's property, the agreement shall provide for a refund to the applicant as follows: *(Amended by Ordinance 89-2)*

- a. Within the limits specified herein, when the mainline extension has been installed at the applicant's sole expense, the applicant shall be eligible for reimbursement of applicant's cost based upon the applicant's and other customer's pro rata use, as determined by the District, of the extension. *(Amended by Ordinance 89-2)*
- b. The District shall levy on all customers connecting into the extension financed by applicant; a fee determined by the District and based on the connecting customer's pro rata use of the extension and the actual cost of the extension. *(Amended by Ordinance 89-2)*

- c. Within ninety (90) days of the District's receipt of any money pursuant to Section 5.04(b), the District shall pay such money to the applicant. *(Amended by Ordinance 89-2)*

#### **5.05 Pre-Existing Main Line Extension Agreements**

Notwithstanding any section of this Chapter, all main line extension agreements, on or before adoption of this water code, shall be governed by the rules under which the pre-existing main line extension agreements were made at the time of execution of that particular agreement.

### **SECTION 6.00 Permits and Fees**

#### **6.01 Permit Required**

No persons, other than those specifically excluded by this Chapter, shall uncover or cause to be uncovered, construct or cause to be constructed, use or cause to be used, alter or cause to be altered, or connect to or cause to be connected to, any public water main or other portion of the distribution system or services owned by the District without first obtaining a permit from the District, paying the applicable fees, and complying with all other applicable provisions of this Chapter.

#### **6.02 Application for Permit**

Any person legally entitled to apply for and receive a permit shall make application for a permit on forms provided by the District for that purpose. Any applicant shall describe the proposed construction and location, ownership, occupancy, and use of the premises in connection therewith. The General Manager may require, in addition to the information specified, any additional information from the applicant, which will enable the General Manager to determine that the proposed connection complies with the provisions of this Chapter.

#### **6.03 Unauthorized Usage of Permit**

- a. Upon prior written approval of the District, a person to whom a permit has been issued may transfer such permit to another person solely for the same use and premise for which the permit was issued, subject to all terms and conditions under which the permit was issued. The transferee shall meet all requirements of the District relating to the transfer.
- b. Usage of permit for a premise other than the premises for which the permit was issued shall be unauthorized usage and shall render the permit void and invalid.
- c. A person engaging in an unauthorized use of the permit shall apply to the District for an appropriate permit. If the District issues the permit, the applicant shall pay the appropriate current fees and charges.

#### **6.04 Persons Excluded from This Section**

The provisions of this Section 6.00 may be waived by the General Manager for contractors constructing water facilities or improvements under contract with the District, or under contract awarded by the District under proceedings pursuant to any of the special procedure statutes of the State providing for the construction of water facilities and assessing of the expenses thereof against the lands benefited thereby. *(Amended by Ordinance 2011-04)*

#### **6.05 Plan Checking**

No permit shall be issued until the District has checked and approved the plans in accordance with the applicable provisions of this Chapter. *(Amended by Ordinance 85-1)*

#### **6.06 Payment of Fees and Charges**

No permit shall be issued until all fees and charges in connection therewith are paid to the District.



#### **6.07 Applicant's Agreement to Comply with Code**

The applicant's signature on an application for a permit or the applicant's acceptance of any permit shall constitute an agreement by the applicant to comply with all the provisions, terms and requirements of the District's Water Code, with all other rules and regulations of the District, and with the plans and specifications the applicant has filed, together with such corrections or modifications, if any, as may be permitted or required by the District in writing. This agreement shall be binding upon the applicant and the applicant's successors in interest and may be altered only by the District in writing upon the applicant's written request.

#### **6.08 Time Limits on Permits**

If work under permit is not commenced within six (6) months from the date of issuance of such permit or if, after commencing, the work is discontinued for a period of one (1) year, the permit shall become void and no further work shall be undertaken until a new permit shall have been secured and a new fee paid therefore at applicable rates then in effect. *(Amended by Ordinance 2011-04)*

### **SECTION 7.00 Potable and Untreated Water Rates and Charges**

*(Amended by Ordinance 2012-01)*

#### **7.01 Water Service When Service Connection is Adequate**

Where an existing and adequate service connection and/or meter are properly connected to the District's distribution system, and which is or has been legally servicing the premises or for which a District connection permit has been issued, an applicant for water service from the District shall be entitled to such service after the applicant submits an appropriate application to the District, and complies with all other District regulations. However, if the applicant is delinquent in any bills to the District, the applicant shall pay such bills in full, prior to receiving District water service.

#### **7.02 Water Service When Service Connection Is Inadequate**

Where the installation or enlargement of a main line, service connection or meter is necessary prior to the District's supplying service to an applicant, the applicant shall submit a connection permit application to the District for service. If the District has sufficient water supply and system capacity to supply water, the District shall accept the application. The District shall furnish the water service subsequent to the applicant's construction, or payment for the construction, of the necessary portions of the distribution system; the applicant's payment of all fees to the District, the applicant's compliance with all District rules and regulations; and the applicant's payment in full of all delinquent charges, if any, owed to the District.

#### **7.03 Installation Fees**

When the District installs a service connection or meter, the District shall collect a fee from an applicant prior to the installation of service connection and meters except for service under 8.02 for temporary water service. The installation of all service connections or meters shall be on the basis of actual average costs, labor and parts for the particular type of installation as determined from time to time by the General Manager and/or Board of Directors of the District. *(Amended by Ordinance 90-1)*

#### **7.04 Community Facility Fee**

The District shall collect from all applicants for water service under Section 7.02, a community facilities fee to ensure the continued availability of the facilities for water service through periodic system

expansion and replacement. The community facilities fee shall be paid as specified in the Community Facilities Fee Code.

**7.05 Rates for Metered Service**

a. General metered service shall be as follows: *(Amended by Ordinance 2021-01)*

Basic Service Charge	\$38.73/mo
Reserve Contribution	<u>\$14.00/mo</u>
Total Basic Service Charge	\$52.73/mo

Usage charge per cubic foot:

Basic volumetric rate per cubic foot \$ 0.0217/cu. ft.

Debt service charge \$ 6.00  
(applied to metered connections active prior to July 1, 2014)

b. Metered service to residential lots at Murieta Village shall be as follows: *(Amended by Ordinance 2021-01)*

Basic Service Charge	\$38.73/mo
Reserve Contribution	<u>\$14.00/mo</u>
Total Basic Service Charge	\$52.73/mo

Usage charge per cubic foot:

Basic volumetric rate per cubic foot \$ 0.0217/cu. ft.

Debt service charge \$ 6.00  
(applied to metered connections active prior to July 1, 2014)

c. Non-Residential metered service shall be as follows: *(Amended by Ordinance 2021-01)*

Monthly Charges

Basic service charge for non-residential metered service shall be calculated on number of meters and an EDU basis for each customer multiplied by the basic service charge reflected in Section 7.05 a. above.

Usage charge per cubic foot:

Basic volumetric rate per cubic foot \$ 0.0217/cu. ft.

d. Zero Usage Billing

Residential and non-residential meters are billed based on actual water usage each month. In the event the water meter read is zero usage, the account will have an estimated usage charge equal to the usage as in the same month in the prior year. This usage amount will be billed at the current volumetric rate per cubic foot.

**7.06 Is hereby deleted and shall remain vacant.** *(Amended by Ordinance 93-1)*

**7.07 Service from Fire Hydrants**

Service hereunder is for water obtained from a fire hydrant for construction water or for other purposes (filling swimming pools). The applicant for such service shall pay under one of the following schedules: *(Amended by Ordinance 2011-01)*

- a. For metered use:
  - 1. A refundable deposit of \$1,000 for a fire hydrant meter to cover any repairs required to the meter resulting from use by the applicant.
  - 2. A flat charge of the current year's residential metered lot rate per month, for each month or fraction of a month that the applicant has the service.
  - 3. A consumption charge based on usage rate on a per 100 cubic feet basis.
  - 4. A minimum billing in any month shall not be less than \$50.00.
- b. For load counts: *(Amended by Ordinance 2011-01)*
  - 1. A water truck load count or bulk water usage for other purposes shall be tallied and water charged at the current usage rate on a per 100 cubic feet.
  - 2. Billings under one application in any one month shall be not less than \$50.00.

**7.08 Water Standby or Availability Charge**

The District shall fix, on or before the first day of July in each calendar year, and will annually collect a water standby or availability charge not to exceed ten dollars (\$10.00) per year for each acre of land, or ten dollars (\$10.00) per year for each parcel of land of less than an acre within the District to which water is made available for any purpose by the District, whether the water is actually used or not. The District may establish schedules varying the charges depending upon factors such as the use to which the land is put, the cost of transporting the water to the land and the amount of water used by the land. *(Amended by Ordinance 2011-04)*

**7.09 Fees for Line Extension Applications and Plan Review**

Fees for line extension applications, plan reviews, and construction inspection shall be as established by the General Manager, based upon the reasonable costs of providing the service. *(Amended by Ordinance 88-8)*

**7.10 Rates for Use of Untreated Water**

*(Amended by Ordinance 88-8)* The charge for untreated water shall be the sum of each of the following four categories of charges, as applicable:

- a. For use of untreated water pumped from storage in Calero Reservoir \$38.16 per acre-foot.
- b. For water delivered by the District to its customers by means of the Cosumnes Irrigation Association Canal: *(Amended by Ordinance 2012-01)*

Base rate (Includes 375,000 cu ft.)	\$197.48/ month
Volumetric rate (After first 375,000 cu ft.)	\$ 0.44/100 cu ft.

- c. Water delivered from Bass Lake *(Amended by Ordinance 2012-01)*  
\$324.84 per month
- d. Water delivered from Laguna Joaquin:  
Volumetric rate \$ 0.11/100 cu ft.

**7.11 Inspection Fees**

- a. A fee based upon costs, labor and parts shall be paid to the District for issuing a permit and inspecting each water line. The amount of this fee shall be determined, from time to time, by the General Manager and/or Board of Directors of the District. *(Amended by Ordinance 90-3)*
- b. Inspection charges shall be paid prior to connection to the District's distribution systems. *(Amended by Ordinance 90-3)*

**SECTION 8.00 Special Types of Potable or Untreated Water Service**

*(Amended by Ordinance 2011-04)*

**8.01 Water Service Outside District**

- a. The District may provide or allow water service to persons outside its boundaries when the Board finds that such service shall not adversely affect the water service within the District and that a surplus supply of water and water facility capacity exists. *(Amended by Ordinance 85-1)*
- b. In the event that, because of increased usage or other causes, service outside the District becomes adverse to the District's interest or the interest of District customers located within the District or surplus water and/or pipeline capacity is no longer available for such outside use, the District may discontinue or disconnect the service outside the District 120 days after the District gives written notice to the person or premises receiving the water that such outside service is to be terminated.
- c. Except as set forth in this Section, the rules and regulations of the District shall apply to all customers outside the District.
- d. Rates and charges to all customers outside the District shall be one hundred fifty percent (150%) of the applicable rate and charges for customers within the District, as set forth in Section 7.00. No Capital Improvement Connection Fee (CICF) shall be charged for water service outside the District.
- e. Prior to receiving service, a customer outside the District shall deposit an amount equal to three (3) months of the District's applicable rates for water service.
- f. The supply of water to persons outside the District shall not create a vested right with the person outside the District to continue to receive water service from the District for any credit or refund for improvements made to receive such water service.

**8.02 Temporary Potable or Untreated Water Service**

Before temporary service is supplied through a fire hydrant or other connection, the applicant shall obtain a permit or other written approval from the District. *(Amended by Ordinance 2011-04)*

- a. The applicant for temporary water service shall pay the charges set forth in Section 7.07.

- b. Temporary service may be interrupted for fire, testing or other conditions deemed necessary by the District.

**SECTION 9.00 Collection of Potable or Untreated Water Rates and Enforcement Provisions** *(Amended by Ordinance 2011-04)*

**9.01 Collection of Charges for Water and Other Services**

The periodic charges imposed by this Chapter may be collected together with charges for any other utility service supplied by the District. If all or any part of the bill is not paid, the District may discontinue any or all of the service for which the bill is rendered in the manner herein provided. The District may take the actions authorized by this Section 9.00 or otherwise authorized by law to collect a delinquent bill for service for up to three years from the date of the delinquent bill for service.

**9.02 Billing**

All water service accounts shall be billed monthly.

- a. Flat rate accounts shall be billed during the service period (approximately thirty (30) days) for which the bill is rendered.
- b. Metered accounts shall be billed in arrears; meters shall be read as nearly as possible at regular intervals.

**9.03 Persons Billed**

- a. The District shall bill the property owner directly for all water services provided the owner's premises. *(Amended by Ordinance 90-6)*
- b. The property owner shall be liable for payments of all District charges. *(Amended by Ordinance 90-6)*

**9.04 Due Date**

Bills for water service are due and payable when mailed. *(Amended by Ordinance 87-6)*

**9.05 Delinquency**

A bill for service is delinquent if not paid and received at the Rancho Murieta Community Services District Office by the 25<sup>th</sup> day of the month following the month in which the bill was mailed. *(Amended by Ordinance 98-3)*

**9.06 Delinquencies – Basic Penalty**

- a. A one-time basic penalty of ten percent (10%) of the delinquent service charges shall be added to each delinquent bill for the first month the bill is delinquent.
- b. After levying the basic penalty provided in Section 9.06(a), the District shall thereafter levy an additional penalty of one percent (1%) per month to all delinquent charges and basic penalties remaining unpaid, until and unless the Board requests the County Auditor to include the amount of all delinquent rates, charges, and penalties for collection on the County property tax roll as set forth in Section 9.09. Monies paid when any portion of an account is delinquent shall first be credited to interest and

penalties, then to the delinquent portion of the bill, and then to the current portion of the bill. *(Amended by Ordinance O2019-03)*

**9.07 Payment of Part of Delinquency**

Monies paid where any portion of an account is delinquent, shall first be credited to the delinquent portion of the bill and then to current billing.

**9.08 Liens**

Unpaid water service charges imposed by this Chapter, when the charges are recorded, shall constitute a lien upon the parcel of real property to which the water service was supplied. The District shall include a statement on its bills to the effect that any water service charges and penalties thereon remaining unpaid shall, when recorded constitute a lien on the parcel to which the water service was supplied. The District may, from time to time, compile lists of such delinquent charges and record them with the County Recorder as liens, provided that the District shall first have given notice to the customer.

**9.09 Collection of Delinquent Charges with Taxes**

All rates, charges, penalties and interest, which remain delinquent, may be collected in the same manner as the general taxes for the District for the forthcoming year, provided that the District shall first have given the customer notice and an opportunity to be heard as provided by law. After delinquent amounts have been turned over to the County Auditor for collection, no payment shall be received by the District on the delinquent amounts except as collected by the County Tax Collector.

**9.10 Meter Testing**

The District may test meters at any time and shall test a meter upon the written request of a customer who first deposits twenty-five dollars (\$25.00) with the District. Testing will be in accordance with AWWA Standards, Manual of Practice, M6 for cold water service meters. If the test indicates the meter is registering within five percent (5%) of 100% accuracy, the testing fee shall be retained by the District to cover its cost of testing. If the test indicates the meter is more than five percent (5%) in error, the testing fee shall be refunded to the customer and the District shall repair or replace the meter at its discretion. If the meter error is in the District's favor, a supplemental bill may be rendered to the customer equal to the difference between the customer's average bill for comparable service and the customer's actual bills for the preceding two billing cycles. *(Amended by Ordinance 2011-04)*

**9.11 Adjustment of Bills**

At the request of a customer or at the General Manager's discretion, the General Manager may correct any erroneous bill provided for in this Chapter for up to three years from the date of the erroneous bill for service provided, however, that any customer request must be filed no later than one year from the date of the disputed bill and that all parties affected shall have a right to appeal the Manager's determination to the Board of Directors within fifteen (15) days of the date of the Manager's decision. The decision of the Board of Directors thereon shall be final and binding on all parties.

**SECTION 10.00 Water Use Efficiency** *(Amended by Ordinance 2011-04)*

**10.01 Definitions**

As used in Section 10.00, the following terms shall have the specified meanings.



a. Dwelling Unit

Dwelling unit shall mean any structure intended for human habitation or use, either transient or permanent.

b. Pressure Reducing Valve

Pressure reducing valve shall mean a valve device, which regulates water pressure to structures and is designated to permit the pressure for use within that structure.

c. Public Use

Public use shall mean all commercial or industrial establishments, including restaurants, bars, public buildings, comfort stations, schools, gymnasiums, or other places to which the public has access or which are frequented by the public with or without special permission or invitation, and installation where both free and pay fixtures are installed so that the fixtures' use is similarly unrestricted.

d. Self-Closing Valve

Self-closing valve shall mean a valve device designed to close by spring or by water pressure when left unattended.

e. Water Efficient Aerator

Water efficient aerator shall be USEPA WaterSense labeled product and mean an aerator equipped to limit water flow to a maximum of 1.5 gallons per minute (gpm) or less for residential buildings. *(Amended by Ordinance 2011-04)*

f. Water Efficient Showerhead

Water efficient showerhead shall be USEPA WaterSense labeled product and mean a water efficient showerhead (with one showerhead per shower stall) equipped to limit water flow to a maximum of 2.0 gpm or less for residential buildings. *(Amended by Ordinance 2011-04)*

g. High Efficiency or Ultra Low Flow Toilet

High efficiency toilet shall be USEPA WaterSense labeled product and mean a tank type toilet or water closet designed to function with a maximum rated flush volume of 1.28 gallons per flush or less. An ultra-low flow toilet is rated at 1.6 gallons per flush per the California State Building Codes. *(Amended by Ordinance 2011-04)*

h. Weather Based Irrigation Controller

An irrigation controller that has automated watering schedules using climate or soil moisture sensing capability in accordance with requirements of the California Building Standards CalGreen Code. *(Amended by Ordinance 2011-04)*

## 10.02 Water Waste

No person shall cause or permit any water furnished to the person's premises by the District to run to waste as defined in Section 11.01. The District may, pursuant to the requirements of Section 13.00, disconnect the District's service to any premises and/or customer for the customer's failure to comply with this Section. The District may inspect or install test meters in un-metered service to determine compliance.

## 10.03 Conservation Devices Required on New or Remodeled Dwelling Units

All new dwelling units that require a Sacramento County Building permit that are connected to the District distribution system, after the effective date of this Chapter, shall be constructed pursuant to the California State Building Codes otherwise known as the “CalGreen Code” and be USEPA WaterSense labeled homes. For any remodeled units that require a Sacramento County Building permit that are connected to the District distribution system, after the effective date of this Chapter, shall be constructed pursuant to the California State Building Codes otherwise known as the “CalGreen Code” and any replaced or remodeled fixtures shall be District-approved water efficient equipment, plumbing fixtures and appliances and be USEPA WaterSense labeled products. Pressure reducing valves shall be installed on new dwelling units where District approved improvement plans call for such installation in accordance with District Standards. *(Amended by Ordinance 2011-04)*

**10.04 Conservation Devices Required on New or Remodel Public Users**

All new public users or users remodeling facilities that require a Sacramento County building permit and are connected to the District distribution system after the effective date of this Chapter, shall be equipped with District-approved water efficient equipment, plumbing fixtures and appliances pursuant to the California State Building Codes otherwise known as the “CalGreen Code” and be USEPA WaterSense labeled products. Pressure reducing valves shall be installed on new public use facilities where District approved improvement plans call for such installation in accordance with District Standards. *(Amended by Ordinance 2011-04)*

**10.05 Water Efficient Landscape Requirements**

Landscape design, installation, maintenance, and management can and should be water efficient. All new or modifications to existing landscape areas subject to Homeowner Association review or County permit approvals are required to comply with the California Water Conservation Landscaping Act of 2006 (Assembly Bill 1881, Laird) and Model Water Efficient Landscape Ordinance effective January 1, 2010 or, when adopted, the least as effective as Sacramento County Water Efficient Landscape Requirements (Chapter 14.10). The District allows the use of all types of water efficient plant materials, including artificial turf. Allowable water efficient plant materials are identified on the District approved plant list. The District prohibits any plants considered invasive to the local waterways, such as invasive plants listed by the California Invasive Plant Council. *(Amended by Ordinance 2011-04)*

**10.06 Air Conditioning and Refrigeration Devices**

All new or replacement air conditioning and refrigeration systems using water from the District distribution system or discharging to the District sewer system, installed after the effective date of this Chapter, shall be equipped with water conservation devices of sufficient capacity to limit makeup water to a maximum 0.2 GPM per ton of rated capacity under full loading at a maximum summer temperature of 105 degrees Fahrenheit. *(Amended by Ordinance 2011-04)*

**10.07 Evaporative Coolers**

Evaporative coolers installed after the effective date of this Chapter shall be equipped with a re-circulating pump. The makeup supply line shall be equipped with an inlet valve, which shall open according to manufacturer specifications. Makeup water shall be used intermittently, and not continuously, as required due to discharge that shall occur only on an as needed basis to remove high total dissolved solids (TDS) levels on the order of more than 2,000 parts per million (ppm). *(Amended by Ordinance 2011-04)*

**10.08 Swimming and Wading Pools**



All swimming or wading pools installed after the effective date of this Chapter, which have a capacity of over two thousand gallons of water, and which use water from the District distribution system or which discharge water into the District sewer system, shall be equipped with re-circulating systems and approved filters. Pool covers are recommended but not required.

## **SECTION 11.00 Water Waste**

### **11.01 Wasteful Use of Water**

Any of the following acts or omissions, whether intentional, unintentional, willful or negligent, shall constitute the wasteful use of water (*Amended by Ordinance 2011-04*):

- a. Water flowing away from a property caused by excessive application(s) of water beyond reasonable or practical irrigation rates, duration of application, or other than incidental applications to impervious surfaces.
- b. Causing or permitting an amount of water to discharge, flow, run to waste into or flood any gutter, sanitary sewer, water course or storm drain, or to any adjacent lot, from any tap, hose, faucet, pipe, sprinkler, or nozzle. In the case of irrigation, "discharge," "flow" or "run to waste" means that water is applied to the point that the earth intended to be irrigated has been saturated with water so that additional applied water then flows over the earth. In the case of washing, "discharge," "flow" or "run to waste" means that water in excess of that necessary is applied to wash, wet or clean the dirty or dusty object, such as an automobile, sidewalk, or parking area.
- c. Allowing water fixtures or heating or cooling devices to leak or discharge water.
- d. Maintaining ponds, waterways, decorative basins or swimming pools without water recirculation devices or with known leaks, both seen and unseen.
- e. Discharging water from, and refilling, swimming pools, decorative basins or ponds in excess of the frequency reasonably necessary to maintain the health, maintenance or structural considerations of the pool, basin or pond, as determined by the General Manager.
- f. Overfilling of any pond, pool or fountain which results in water discharging from the pond, pool or fountain.
- g. Continued operation of an irrigation system that applies water to an impervious surface or that is in disrepair.
- h. Use of a water hose not equipped with a control nozzle capable of completely shutting off the flow of water except when positive pressure is applied.
- i. Irrigation of lawns or landscaping when it is raining.
- j. Irrigating lawns or landscaping between the hours of 10:00 a.m. and 10:00 p.m., with the exception of drip irrigation or hand watering, as otherwise authorized pursuant to this Section, unless a variance is granted by the General Manager. Exceptions are accepted for District approved weather based irrigation controllers.
- k. Using potable water from the District's water system for compaction, dust control or other construction purposes without first obtaining approval from the General Manager as provided in Section 7.07 and a meter from the District.

- l. Installing a single-pass cooling system, such as water cooled air compressor, in any property that is newly connected to the District water system. This does not apply to evaporative cooling systems.
- m. Installing a non-recirculating system in any new automatic car wash or new commercial laundry system or failure to utilize current best management practices for water conservation that are industry standards.

### **11.02 Determination of Wasteful Uses of Water**

It shall be unlawful for any person to waste water as defined above in Section 11.01. Violations will be based on observation(s) and documentation of waste by District staff, including but not limited to evidence of a continually running water meter readings and/or physical inspection, and/or visual observation of the occurrence. Violations are subject to the enforcement and penalty provisions in Section 13.00. *(Amended by Ordinance 2011-04)*

### **11.03 Repair of Leaky Indoor or Outdoor Fixtures**

It shall be unlawful for any person to maintain or allow on the person's premises leaky or faulty water fixtures or devices to which District water is supplied, so that District water is wasted thereby. Failure to repair or disconnect such leaky or faulty devices within seven (7) days after being notified in writing to do so by the District, shall be sufficient cause for the District to disconnect its water service for such premises, pursuant to the requirements of Section 13.00, until the repairs have been made. At the discretion of the District, the customer may be informed in writing that the leak must be repaired more quickly, in which case the customer shall repair the leak in the time specified by the General Manager. *(Amended by Ordinance 2011-04)*

## **SECTION 12.00 Drought Response**

### **Determination of Drought**

In determining the District's water system's Drought Stage, the General Manager shall determine whether that system's water supplies available for potable use are sufficient to meet the current customer demands on that system and shall consider, unless otherwise excluded by this section, all relevant factors. The General Manager shall consider, among other things *(Amended by Ordinance 2011-04)*:

- a. any variations in the reliability of the Lake Water or other supplemental supplies available to the District's water system, which may be indicated by Department of Water Resources monitoring data in the Cosumnes River watershed (such as snow survey, rainfall precipitation, previous year runoff pattern data);
- b. gauge monitoring that indicates below normal Cosumnes River flow conditions that may affect the District's ability to pump water to the Lake/Reservoir System;
- c. availability of non-potable water to meet non-potable demands on the District's water system; and
- d. the success, or lack thereof, of previous declarations of a less stringent Drought Stage in causing the water-use reductions sought by the District.
- e. the General Manager will select the necessary stage for response to the drought based on the provisions outlined in the District Board adopted Water Shortage Contingency Plan.

- f. The Board of Directors shall make the final drought declaration upon review of the General Manager’s drought determination.

**SECTION 13.00 Enforcement, Disconnection and Restoration of Service**

**13.01 Enforcement**

The General Manager shall enforce the provisions of this Chapter and, for such purposes, shall have the powers of a peace officer, if deputized or if authorized by law. Such power shall not be regarded as limitations on or otherwise affecting the powers and duties of the County Health Officer. *(Amended by Ordinance 2011-04)*

**13.02 Violation of Chapter**

In the event of a violation of any laws, ordinances, rules or regulations of the State of California, the County of Sacramento, or the District, respecting the subject matter contained herein, the District shall notify in writing the person or persons causing, allowing, or committing such violation and the General Manager shall have the authority to issue penalties and/or disconnect the property served from the District distribution system, in the manner set forth herein. *(Amended by Ordinance 2011-04)*

**13.03 Penalties**

The goal of the provisions of this chapter are to achieve voluntary compliance from the customer, and the District will take reasonable measures to assure the customer has information available to promptly and efficiently address water use issues. Where voluntary compliance cannot be achieved through initial contacts and warnings, then appropriate administrative penalties and further action are required. Except as otherwise provided herein, violations of any provision of this chapter shall be addressed as follows *(Amended by Ordinance 2011-04)*:

<b>Violation</b>	<b>Penalty</b>
First	Personal or written notification of the violation
Second	Written notification and issuance of a notice to correct
Third	Issuance of an administrative penalty of \$100
Fourth	Issuance of a penalty of \$200
Fifth	Issuance of a penalty of \$500
Final	Disconnected water service and/or other penalties as provided in the notice of violation and as determined by the General Manager.

**13.04 Penalties in Times of Water Shortage**

In addition to any other penalties provided by this chapter, if a customer of the District water system violates any of the water use restrictions during a stage two, three, or four water shortage stage as set forth in Water Shortage Contingency Plan, and such conditions are not corrected within five (5) days after the customer is given written notice, the District is authorized to bill the customer, as a penalty, at twice the metered rate during the time that the violation continues and the penalties specified in Section 13.03 above may be increased by up to 100%. *(Amended by Ordinance 2011-04)*

**13.05 Appeal**

There shall be no appeal of the water use restrictions identified in this Chapter or the Water Shortage Contingency Plan. Any appeal of other matters or decisions of District staff shall be appealable in writing to the General Manager within ten (10) days and if still unresolved a second appeal may be sent

in writing to the District Board of Directors within ten (10) days of the General Manager's decision. *(Amended by Ordinance 2011-04)*

### **13.06 Variances**

In unusual circumstances, application of this chapter may cause unnecessary hardships or results inconsistent with this chapter's purposes and intent. Therefore, variances to some of the requirements of this chapter may be appropriate as described below. *(Amended by Ordinance 2011-04)*

a. Authority to Grant Variances.

The General Manager may grant variances to water use restrictions provisions during a stage one, two, or three Drought Stage as specified in the Water Shortage Contingency Plan. During stage four drought, as specified in the Water Shortage Contingency Plan, any previously granted variances shall be suspended without notice, unless they are based on a critical health need as determined by a licensed medical professional, with such determination being provided to the General Manager.

b. Other Variances.

Customers who seek a variance from this chapter for any reason shall submit to the District a written request for variance, setting forth, in detail, the extraordinary circumstances that support the application. The General Manager may approve the application in his or her discretion; provided, that the variance allows the applicant to use only the minimum amount of water in addition to that allowed by this chapter that the General Manager reasonably believes is necessary to satisfy the circumstances that support the application. Any such variance shall terminate one (1) year after its issuance, subject to an application for its renewal.

### **13.07 Disconnection**

As an alternative method of enforcing the provisions of this or any other Chapter, rule or regulation of the District, the General Manager shall have the authority to disconnect the customer from the District's distribution system, without liability to the District, in the following manner:

- a. At least ten (10) days before the proposed disconnection of any service, a customer shall be provided with written notice of the procedure for the availability of an opportunity to discuss the reasons for the proposed disconnection of service.
- b. After notice has been given as specified in subparagraph (a) and prior to disconnection of service, a customer shall have the opportunity to discuss the reason for the disconnection with an employee designated by the District who shall be empowered to review disputed bills, rectify errors and settle controversies pertaining to disconnection of service.
- c. No service shall be disconnected by reason of delinquency in payment of bills on any Saturday, Sunday, legal holiday, or any time during which the District's office is not open to the public.

### **13.08 Settling Disputes**

The General Manager is hereby authorized to review disputes pertaining to any matters for which service may be disconnected and to adjust errors and settle disputes.

### **13.09 Public Nuisance and Abatement**

During the period of disconnection, the habitation of such disconnected premises by human beings shall constitute a public nuisance, which shall authorize the District to bring proceedings for the abatement of the occupancy of the premises during the period of the disconnection. In such event, and as a condition of restoring service, the District shall be paid reasonable attorney's fees and costs arising from such action, plus any other necessary charges for or incurred in the restoration of service.

**13.10 Restoration of Service**

When service under this Chapter has been disconnected for any reason, the service shall not be restored until all unpaid sums are paid in full, plus all District expenses for disconnecting and restoring the service, plus a seventy-five-dollar (\$75.00) restoration fee. *(Amended by Ordinance 85-1)*

**13.11 Recovery of Costs**

In the event that the District is required to bring legal action to enforce any provision of this Chapter, including but not limited to the collection of delinquent fees and charges, the District shall be entitled to recover its reasonable attorney's fees, interest and other costs of suit.

**13.12 Means of Enforcement Only**

The District hereby declares that the foregoing procedures are established as a means of enforcement of the terms and conditions of its ordinances, rules, and regulations and not as a penalty.

**13.13 Cumulative Remedies**

All remedies set forth herein for the collection and enforcement of rates, charges, and penalties are cumulative and may be pursued alternatively, concurrently or consecutively.

**13.14 Misdemeanor**

A violation of any provision of this Chapter is a misdemeanor, punishable by a fine not to exceed five hundred dollars (\$500.00) or by imprisonment in the County Jail not to exceed six (6) months, or both. Each and every day, or part of day that a violation of the Chapter continues, shall be deemed a separate offense hereunder and shall be punishable as such.

**13.15 Fire and Other Emergencies**

Nothing in this chapter limits or may be construed as limiting the availability of water for extinguishing fires, meeting the demands of any other similar emergency, or routine inspection and maintenance of fire hydrants. *(Amended by Ordinance 2011-04)*

**SECTION 14.00 Severability**

The Board hereby declares that it would have passed this Ordinance and thereby adopted this Chapter or any section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared to be unconstitutional.

If any section, subsection, sentence, clause or phrase of the Ordinance of the application thereof to any person or circumstances is for any reason held unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Chapter or the application of such provisions to other persons or circumstances.

# RANCHO MURIETA COMMUNITY SERVICES DISTRICT

DISTRICT CODE

CHAPTER 15

## THE SEWER CODE

INSTALLATION, CONNECTION AND USE OF THE DISTRICT  
WATER SANITARY SEWER SYSTEM



Amended ~~February 15~~ March 15, 2023  
By Ordinance O2023-01



## TABLE OF CONTENTS

<b>SECTION 1.00 - General Provisions .....</b>	<b>4</b>
1.01 Title.....	4
1.02 Scope of Service .....	4
<b>SECTION 2.00 Definitions .....</b>	<b>4</b>
2.01 Applicant .....	4
2.02 Board .....	4
2.03 Building .....	4
2.04 Collection System.....	4
2.06 Customer .....	4
2.07 District .....	5
2.08 General Manager .....	5
2.09 Interceptor (grease trap) .....	5
2.10 Lateral or Lateral Sewer.....	5
2.11 Main Line.....	5
2.12 Permits .....	5
2.14 Person.....	5
2.15 Premises .....	5
2.156 Private Sewer or Private Sewer Line .....	5
<b>SECTION 3.00 – General Policies .....</b>	<b>5</b>
3.01 General Policy of Operating System.....	5
3.02 Responsibility for Sewer System .....	6
3.03 Unauthorized Use of District Sewer Service .....	6
3.04 Sewer Required.....	6
3.05 Access to and Inspection of the Collection System.....	7
3.06 Unsafe Apparatus or Damaging Conditions.....	7
3.07 Fraudulent Use of Service.....	7
3.08 Continuity of Service.....	7
3.09 Contractors Hired by the District.....	7
3.10 Delegation of Authority.....	7
<b>SECTION 4.00 District Construction Requirements.....</b>	<b>8</b>
4.01 Permit Required.....	8
4.02 Time Limit on Permit .....	8
4.03 District's Studies.....	8
4.04 Plans .....	8
4.05 Time for Installing Sewer Lines.....	8
4.06 District Construction Standards.....	9
4.07 Persons Authorized to Perform Work on District Collection System .....	9
4.08 Separate Sewer Lines.....	9
4.09 Customer Responsibility for Construction and Payment of Collection System .....	9
4.10 Relocation of Sewer Lateral at Customer's Request.....	9
4.11 Relocation of Sewer Lateral at District's Request.....	10
4.12 Connection to District Collection System .....	10
4.13 Inspection of Construction .....	10
4.14 Final Approval of Construction.....	10
4.15 Easements .....	10
4.16 Dedication Requirement.....	11
4.17 As-Builts .....	11
4.18 Liability.....	11
4.19 Performance Bond .....	11
4.20 Street Work.....	11
<b>SECTION 5.00 Main Line Extension.....</b>	<b>12</b>
5.01 Sewer Main Extension .....	12
5.02 Formation of an Assessment District .....	12
5.03 Size of New Sewer Line.....	12

5.04	Reimbursement for Extensions .....	13
5.05	Pre-existing Sewer Line Extension Agreement .....	Error! Bookmark not defined.
<b>SECTION 6.00 Permits and Fees .....</b>		<b>13</b>
6.01	Sewer Service When Service Connection is Adequate .....	13
6.02	Sewer Service When Service Connection is Inadequate.....	14
6.03	Application for Permit .....	15
6.04	Compliance with Permit .....	15
6.05	Agreement .....	15
<b>SECTION 7.00 Rates and Charges, and Collection Procedures .....</b>		<b>16</b>
7.01	Installation Fees .....	16
7.02	Community Facilities Fees .....	16
7.03	Rates and Charges for Service .....	16
7.04	Inspection Fee .....	16
7.05	Collection of Charges for Sewer and Other Services .....	Error! Bookmark not defined.
7.06	Billing.....	17
7.07	Persons Billed.....	17
7.08	Due Date.....	17
7.09	Delinquency .....	17
7.10	Delinquency Penalty .....	17
7.11	Payment of Part of Delinquency.....	18
7.12	Liens.....	18
7.13	Collection of Delinquent Charges and Penalties with Taxes .....	18
7.14	Adjustment of Bills.....	18
7.15	Sewer Standby of Availability Charge .....	18
<b>SECTION 8.00 Prohibited Use of Collection System .....</b>		<b>18</b>
8.01	Drainage into Sanitary Sewers Prohibited .....	18
8.02	Wastes Prohibited in Public Sewer.....	19
8.03	Types of Waste Which May be Prohibited.....	19
8.04	Acceptance of Deleterious Wastes.....	20
8.05	Pretreatment or Equalization of Flow .....	20
8.06	Maintenance of Pretreatment Facilities .....	20
8.07	Interceptors Required.....	20
8.08	Maintenance of Interceptors.....	23
8.09	Control Manholes .....	23
8.10	Measurements and Tests.....	23
8.11	Swimming Pools.....	23
8.12	Special Agreements .....	23
8.13	In General.....	23
8.15	Recording Device .....	25
8.16	Screening/Recording Mechanism.....	25
<b>SECTION 9.00 Special Types of Sewer Service .....</b>		<b>25</b>
9.01	Sewer Service Outside District .....	25
<b>SECTION 10.00 Enforcement Disconnection and Restoration of Service.....</b>		<b>26</b>
10.01	Enforcement .....	26
10.02	Violation of Chapter .....	26
10.03	Public Nuisance.....	26
10.04	Disconnection .....	26
10.05	Settling Disputes.....	26
10.06	Public Nuisance and Abatement .....	26
10.07	Restoration of Service .....	27
10.08	Recovery of Costs .....	27
10.09	Means of Enforcement Only .....	27
10.10	Cumulative Remedies.....	27
10.11	Misdemeanor.....	27
10.12	Penalties .....	27



**DISTRICT CODE  
CHAPTER 15**

**POLICIES REGULATING THE INSTALLATION, CONNECTION AND USE OF THE DISTRICT  
SANITARY SEWER SYSTEM**

**SECTION 1.00 - General Provisions**

**1.01 Title**

This Chapter shall be known as the "Sewer Code" and may be cited as such.

**1.02 Scope of Service**

The provisions of this Chapter shall apply to sanitary sewer facilities and service in, upon or affecting the territory of the Rancho Murieta Community Services District, and the design, construction, alteration, use, and maintenance of public sanitary sewers, pumping equipment and facilities, treatment plants and facilities, connections and services, and all system appurtenances; the disposal of sewage and drainage of buildings; the issuance of permits and the collection of fees therefore; fees to pay for the costs of checking plans, inspecting construction, and making record plans of the facilities permitted hereunder; providing penalties for violation of any of the provisions hereof, and all other necessary or related matters.

**SECTION 2.00 Definitions**

**2.01 Applicant**

Applicant shall mean the owner, or the agent of the owner, of the property for which sanitary sewer service is being requested.

**2.02 Board**

Board shall mean the Board of Directors of Rancho Murieta Community Services District.

**2.03 Building**

Building shall mean any structure used for human habitation or a place of business, recreation or other purposes.

**2.04 Collection System**

Collection System shall mean all portions of the District sewer system, and related facilities, whether owned by the District and on publicly owned property or owned by the customer and on privately owned property. *(Amended by Ordinance 85-5)*

**2.05 Contractor**

Contractor shall mean an individual, firm, corporation, partnership or association duly licensed by the State of California to perform the type of work to be done under the permit.

**2.06 Customer**

Customer shall mean the owner or agent of the owner of the property receiving sanitary sewer service.

**2.07 District**

District shall mean the Rancho Murieta Community Services District.

**2.08 General Manager**

General Manager shall mean the person appointed by the Board to the position of General Manager of the Rancho Murieta Community Services District.

**2.09 Interceptor (aka grease trap)**

Plumbing device designed to intercept most greases and solids from the customer's premises before they enter the District's sewer system.

**2.10 Lateral or Lateral Sewer**

Lateral or Lateral Sewer shall mean that portion of the collection system owned by the District, located in the street, public right-of-way, or District easement, and running between the main line and to the sewer stub to the customer's premises. *(Amended by Ordinance 2020-03.)*

**2.11 Main Line**

Main Line shall mean that portion of the collection system owned by the District, located in the street, other public right-of-way, or District easement and generally eight inches or more in diameter. *(Amended by Ordinance 85-5)*

**2.12 Permits**

Permits shall mean the District's written approval or authorization for a District customer to receive sewer service. *(Amended by Ordinance 85-5)*

**2.14 Person**

Person shall mean any human being, individual, firm, company, partnership, association, and/or private corporation. *(Amended by Ordinance 85-5)*

**2.15 Premises**

Premises shall mean a parcel of real estate, including any improvements thereon, which is determined by the District to be a single unit for purposes of receiving, using and paying for service. In making this determination, the District shall take into consideration such factors as whether the unit could reasonably be subdivided and whether the unit is being used for a single enterprise, apartment or dwelling.

**2.16 Private Sewer or Private Sewer Line**

Private Sewer or Private Sewer Line shall mean that portion of the customer sewer service line owned by the customer and running from the end of the sewer service stub to the customer's premises receiving sewer service. *(Amended by Ordinance O2020-03)*

**SECTION 3.00 – General Policies**

**3.01 General Policy of Operating System**

The District shall operate and maintain the sewer system in an efficient and economical manner and supply sewer service as fairly and equitably as possible. The charges to be made for service shall be set at rates necessary to enable the District to recover all costs of supplying sewer service including, but not limited to, the costs for the following:

- a. Collecting, pumping, treating, storing sewage, and reusing wastewater;
- b. Customer service;
- c. Administration;
- d. Overhead;
- e. Debt service;
- f. In lieu taxes;
- g. Replacement and maintenance of facilities, and
- h. All other necessary and appropriate expenses.

### **3.02 Responsibility for Sewer System**

- a. The customer served by the District's collection system shall be responsible for the installation, operation, maintenance, inspection, repair, and replacement, and costs thereof, of the private sewer line, and all other devices or safeguards required by this Chapter. The customer responsibility for the private sewer line includes keeping the line free from roots, grease deposits, and other solids, clearing stoppages or blockages, and repairing damage. The District's responsibility for operation, maintenance, inspection, repair, and replacement extends only from the sewer main to the end of the sewer service stub. The responsibility for the connection at and beyond the sewer stub is borne by the customer as depicted in the District Sewer Standard Drawings. The installation of a District device upon private property, or within a portion of the collection system not owned by the District, shall not obligate the District to operate, maintain, or replace devices, works or facilities not otherwise owned by the District. *(Amended by Ordinance O2020-03)*
- b. District shall be responsible for operation and maintenance of that portion of the collection system that is in a District-owned easement or right-of-way, but not including any portion of a private sewer line. *(Amended by Ordinance O2020-03)*
- c. The customer served by the District's collection system shall be responsible for and liable for all costs associated with the repair of any damage caused by the customer or its contractor or agent to the collection system, wherever located, including but not limited to sewer obstructions in or introduced from customer's private sewer. *(Amended by Ordinance O2020-03)*

### **3.03 Unauthorized Use of District Sewer Service**

No person shall supply sewer service to any person, or to any premises, or extend sewer service within served premises, except with prior authorization by District permit or with prior approval in writing by the District. *(Amended by Ordinance O2020-03)*

### **3.04 Sewer Required**

The owner of any existing building situated within the District and abutting on any street in which there is now located or may in the future be located a main line or lateral of the District, is hereby required at the owner's expense to connect the building directly with the District's collection system in accordance with the provisions of this Chapter within ninety (90) days after date of official notice to do so, provided that the main line or lateral is within two hundred (200) feet of the nearest point of the property. *(Amended by Ordinance 85-5)*

### **3.05 Access to and Inspection of the Collection System**

- a. The District shall have access at all reasonable times to the collection system, whether located on or off the customer's premises, for the purpose of inspecting, installing, maintaining, operating, removing, or taking other necessary actions relating to the collection system. *(Amended by Ordinance 85-5)*
- b. Whenever reasonably possible, the District shall obtain the customer's consent or give twenty-four hours advance notice of the District's intent to enter and inspect a customer's private sewer line. *(Amended by Ordinance 85-5)*
- c. No person shall be allowed to interfere or otherwise hinder the District's inspection, installation, maintenance, operation, removal, or other lawful or necessary District activity regarding the collection system. *(Amended by Ordinance 85-5)*
- d. No person shall place on any sewer easement any obstruction, such as wires, fences, trees, or buildings, which may impede or otherwise interfere with the collection system owned by the District. Upon the District's written request, such obstruction shall be immediately removed by the violator at no cost to the District or at the Districts' option, shall be removed by the District at the violator's expense. *(Amended by Ordinance 85-5)*

### **3.06 Unsafe Apparatus or Damaging Conditions**

If an unsafe or hazardous condition is found to exist on the customer's premises, or if the customer's use of sewer service is found to be detrimental or damaging to the District or its customers, the District may discontinue sewer service without notice, provided that the District shall notify the customer immediately of the reasons for the discontinuance and the corrective action to be taken by the customer before service can be restored. *(Amended by Ordinance 85-5)*

### **3.07 Fraudulent Use of Service**

When the District has discovered that a customer has obtained sewer service by fraudulent means, or has diverted the sewer service for unauthorized use; the service to that customer may be discontinued in the manner set forth in Section 10.00 herein. The District shall not be required to restore service until the customer has complied with all rules and requirements of the District and the District has been reimbursed for the full amount of the service rendered and the actual or estimated costs to the District incurred by reason of the fraudulent use. *(Amended by Ordinance 85-5)*

### **3.08 Continuity of Service**

The District shall not be liable for any interruption, or insufficiency of sewer service at the customer's point of connection, or for any loss or damages occasioned thereby. *(Amended by Ordinance 85-5)*

### **3.09 Contractors Hired by the District**

The District may waive portions of this Chapter for persons hired by the District to construct any part of the District's collection system. *(Amended by Ordinance 85-5)*

### **3.10 Delegation of Authority**

The General Manager shall have the authority to delegate the performance of any of the Manager's responsibilities to any District employee or independent contractor.

### **3.11. Compliance with California Plumbing Code**

Applicants, contractors, and customers shall comply with applicable provisions of the California Plumbing Code, including the requirement to install and maintain a backflow prevention device when the building or premises contain a plumbing fixture installed on a floor level that is lower than the next upstream manhole cover of the District collection system.

## **SECTION 4.00 District Construction Requirements**

*(Amended by Ordinance 85-5)*

### **4.01 Permit Required**

No person, other than persons specifically excluded by this Code, shall construct, extend, or connect to any portion of the District's collection system without first obtaining a sewer permit from the District, paying all applicable fees as set forth in this Chapter and complying with the District Code and other applicable requirements. *(Amended by Ordinance 85-5)*

### **4.02 Time Limit on Permit**

To maintain the continuing validity of a permit, the permittee shall commence work under a permit within six months of the date of the District's issuance of the permit and, once work is initiated, shall not discontinue work under the permit for a period of one year or more, unless all work pursuant to the permit is completed. If the permittee fails to commence work under the permit within six months of the permit's issuance or if the permittee discontinues work for a period of one year or more, without completing the project, the permit shall be void and no further work shall be done under the permit until the District issues a new permit and the applicant pays all applicable fees. *(Amended by Ordinance 85-5)*

### **4.03 District's Studies**

The District shall have the right to require or undertake the preparation of engineering, economic, environmental, or financial evaluations, at the applicant's sole cost, of any request for District sewer service when such service may necessitate the installation of sewer facilities or additions to the District collection system. *(Amended by Ordinance 85-5)*

### **4.04 Plans**

*(Amended by Ordinance 85-5)*

- a. Each application for a permit shall be accompanied by three sets of complete plans and specifications for the installation of any portion of the collection system. The plans shall comply with the District Code and all other applicable rules and regulations.
- b. The plans shall be the exclusive property of the District.
- c. The District shall determine the adequacy of the proposed sewer facilities as to the size, type, and quality of materials and as to the location of facilities to serve the proposed development, including off-tract sewer lines and other appurtenances. The District shall have the authority to require the applicant to submit revised plans consistent with District standards.
- d. When the District is satisfied that the work proposed by the plans is proper and the plans are sufficient; it shall authorize the issuance of a permit subsequent to the applicant's payment of all applicable fees, charges, and deposits.

### **4.05 Time for Installing Sewer Lines**



Whenever practicable, the lateral shall be installed at the time of sewer main line is installed.  
*(Amended by Ordinance 85-5)*

#### **4.06 District Construction Standards**

All work performed on installing any portion of the collection system and all acts, including design and construction, relating thereto shall comply with the District standard specifications. Copies of the standards are on file with the District office. *(Amended by Ordinance 85-5)*

#### **4.07 Persons Authorized to Perform Work on District Collection System**

- a. Only validly licensed contractors are authorized to perform work on the District's collection system, including connections thereto. All terms and conditions of the permit issued by the District to the applicant shall be binding on the applicant's contractor. *(Amended by Ordinance 85-5)*
- b. At the District's option, main line extensions and sewer laterals, and connections thereto, shall be performed either by the District or persons hired thereby or under the supervision of District employees by licensed contractors retained by the applicant. *(Amended by Ordinance 85-5)*
- c. When the District determines that any installation or connection shall be performed by the District, the applicant shall pay in advance an amount of funds as determined by the District to be equal to the approximate District cost of construction and other necessary expenses. Upon completion of construction, the District shall refund the excess, if any, of the funds paid by the applicant or, if applicable, the applicant shall pay the amount, if any, by which the actual cost exceeded the applicant's deposit. *(Amended by Ordinance 85-5)*

#### **4.08 Separate Sewer Lines**

- a. Separate premises, whether owned by the same or different persons, shall not be supplied with sewer service through the same sewer lateral or private sewer line. *(Amended by Ordinance 85-5)*
- b. When premises, currently served by the District's collection system, are divided into two or more premises, the existing lateral and private sewer line shall be considered to belong to the premises into which the lateral and private sewer line more/most directly enters. The new premises shall require the installation of a separate lateral and private sewer line, at the customer's expense, and the payment of all other applicable fees and charges. *(Amended by Ordinance 85-5)*

#### **4.09 Customer Responsibility for Construction and Payment of Collection System**

The customer shall be responsible, at the customer's own expense, for installing his/her private sewer line according to District standards. The customer shall also be financially responsible for the installation of any other portion of the District's collection system, which is necessary to serve the customer's property. *(Amended by Ordinance 85-5)*

#### **4.10 Relocation of Sewer Lateral at Customer's Request**

Upon a customer's written request, the customer's sewer lateral may be relocated by the District, provided that the relocation, in the opinion of the General Manager, is not detrimental to the District's sewer system. The cost of the relocation shall be borne by the customer and shall be paid in advance to the District. The cost of the relocation shall include all applicable costs and fees for construction (if

construction is performed by persons hired by the District), design, installation, inspections, administration, overhead, and any other necessary or related expenses. *(Amended by Ordinance 85-5)*

#### **4.11 Relocation of Sewer Lateral at District's Request**

Where a sewer lateral is relocated for the convenience or protection of the District, the relocation shall be at the expense of the District, provided such relocation is not made necessary by the customer. *(Amended by Ordinance 85-5)*

#### **4.12 Connection to District Collection System**

Connection of the sewer lateral into the main line shall be made in accordance with the District's standard specification and at the applicant's expense. The connection to the main line shall be made in the presence of a District inspector and under the inspector's supervision and direction. Any damage to the main line shall be repaired in conformance with District standard specifications at the applicant's sole cost. *(Amended by Ordinance 85-5)*

#### **4.13 Inspection of Construction**

- a. The District shall have the right to inspect all work on the collection system during and subsequent to its construction. When construction is completed; the work must be inspected and approved in writing by the Manager before the newly constructed facilities may be connected to the District's collection system. No construction shall be covered at any time unless it has been inspected and approved by the District. No facilities shall be connected to the District's lateral or main line unless the District has performed tests indicating the new construction is satisfactory and the facilities have been cleaned of all debris accumulated from construction operations. *(Amended by Ordinance 85-5)*
- b. The applicant shall give the District at least forty-eight (48) hours advance notice, Saturdays, Sundays and holidays excluded, of when it wished the District to perform an inspection. If work is inspected and deemed inadequate, the District shall so notify the applicant in writing and identify the deficiencies in the project. *(Amended by Ordinance 85-5)*

#### **4.14 Final Approval of Construction**

When the District determines that all work done under the permit and the main line extension agreement, if any, has been constructed according to and meets the requirements of all applicable provisions of this Code, the agreement, and any other District rules and regulations, and subsequent to the payment of all fees, the Manager shall authorize the issuance of a certificate of final inspection and completion. *(Amended by Ordinance 85-5)*

#### **4.15 Easements**

- a. If an easement is required for the extension of the main line or the making of connections, the applicant shall procure at its expense and have accepted by the Board a proper easement or grant of right-of-way having a minimum width of ten feet sufficient to allow the laying and maintenance of such extension or connection. *(Amended by Ordinance 85-5)*
- b. Any applicant who installs or proposes to install sewer facilities shall furnish the District all necessary easement and right-of-way for such facilities and the subsequent operation and maintenance thereof. *(Amended by Ordinance 85-5)*
- c. If the applicant cannot furnish the necessary easement and right-of-way the District may, at its sole option, acquire such easement and right-of-way, subject to the applicant's payment

to the District of all funds necessary to cover the District's cost of such acquisition.  
(Amended by Ordinance 85-5)

- d. Until the necessary easement and right-of-way have been properly executed and recorded, the District shall not approve any plans for sewer facilities to be constructed by the person across the property of another person and the District shall not accept for public use any such sewer facilities and no person shall place such facilities into use. (Amended by Ordinance 85-5)

#### **4.16 Dedication Requirement**

An offer of dedication for the sewer facilities, excluding any private sewer lines shall be included in any application for a permit. The District shall not except for dedication any sewer facilities or improvements that are not constructed in conformance with requirements of the main line agreement, if any, this Code, and applicable law. Upon connection to the District's collection system and District written acceptance of the completed work, the newly constructed sewer lateral (up to the end of the sewer service stub at the first sewer cleanout) and main line shall become the District's property.

#### **4.17 As-Builts**

The applicant shall prepare and submit to the District two hardcopy sets of as-built plan prints and a set of reproducible drawings, in .pdf and .dwg format, delineating the as-built sewer mains, structures, ways, laterals, appurtenances, and all other portions of the collection system prior to, and as a condition of, District acceptance of completed construction work by an applicant. No certificate of final inspection shall be issued until such prints and drawings are filed with the District. (Amended by Ordinance O2020-03)

#### **4.18 Liability**

The District and its officers, agents and employees shall not be liable for any injury or death of any person or damage to any property arising during or stemming from the performance of any work by an applicant. The applicant shall be answerable for, indemnify and hold harmless, the District and its officers, agents and employees, including all costs, expenses, attorney's fees and other fees and interest, incurred in defending the same or in seeking to enforce this provision. The applicant shall be solely liable for any defects in the performance of the applicant's work or for any failure, damage, injury, claim or loss, which may develop therefrom.

#### **4.19 Performance Bond**

The applicant shall post a surety bond, cash or other security satisfactory to the District to guarantee the faithful performance of any agreement for the applicant's construction of the sewer facilities. The surety bond, cash or security shall be in the sum of one hundred percent (100%) of the estimated cost of the work, or in such other sum as may be fixed by the District. The surety bond, cash or security shall, in addition to guaranteeing the faithful performance of the work, guarantee the maintenance of the portion of the sewer facilities constructed by the applicant for a period of one-year following the District's written acceptance of the work.

#### **4.20 Street Work**

- a. When a person who opens, grades, excavates, fills or does other street construction, deems it necessary to expose, remove, raise, lower or otherwise affect any portion of the sewer system owned by the District, the person performing such street construction shall give at least seven (7) days advance notice in writing to the District of the person's intention to



perform such construction and immediate notice upon exposure or contact with such systems.

- b. At its option, the District may elect to perform the removal, raising, lowering or other construction on the District's sewer system, which is necessitated, by the street construction on its sewer system, the person requiring the street construction shall pay the District a reasonable deposit in an amount not to exceed the estimated cost of the District's construction. When the District completes its construction, the District shall refund that portion, if any, of the deposit which exceeds the actual costs of construction and the person requiring the construction shall pay the amount, if any, by which the actual costs of construction exceeds the deposit.
- c. The person performing the street construction shall be liable for any damage to the District's collection system resulting from the street construction or from the person's construction on the District's collection system.

## **SECTION 5.00 Main Line Extension**

*(Amended by Ordinance 85-5)*

### **5.01 Sewer Main Extension**

Any person desiring sewer service from the District that necessitates an extension of a District main line, construction of a new main, or any other off-premises sewer system improvement must apply in writing to the District for a main line extension agreement. The application shall require the same information as required for a sewer connection permit (section 6.02) in addition to such other information as may be required by the General Manager. The District shall have no obligation to provide sewer service to any new development project requiring a main line extension agreement until the District and applicant have entered into the main line extension agreement and the applicant has completed the improvements in accordance with the agreement. The main line extension agreement shall be in a form acceptable to the General Manager and shall set forth each party's respective obligations concerning the design, financing, and construction of the sewer system improvements by the developer, payment for District services and consultants by the applicant, dedication and transfer of land and rights of way, performance and maintenance guarantees, District inspection, testing and acceptance of improvements, and other terms and conditions the District finds necessary or appropriate in the public interest. A main line extension agreement must be approved by the Board. The main line extension agreement shall constitute the District sewer connection permit authorizing the construction of the sewer system improvements and the connection to the District collection system. The District will not approve a main line extension agreement unless it determines that the same criteria listed in section 6.02(A) are satisfied.

*(Amended by Ordinance O2020-03)*

### **5.02 Formation of an Assessment District**

At the District's sole option, the District may utilize any statutory or other procedure concerning assessment districts to finance the construction of the main line extension, sewer laterals and related appurtenances.

### **5.03 Size of New Sewer Line**

The District may require the installation of a sewer line larger than that necessary to adequately serve the applicant's property. When the District requires the installation of a larger sewer line, the District shall:

- a. Pay the difference in cost, as determined by the District, between the size necessary to serve the applicant's construction and the larger sewer line; or
- b. Perform the installation itself, subsequent to the receipt from the applicant of a sum sufficient to cover the cost of installation, and other necessary expenses, of the sewer line required by the applicant; or
- c. Require the applicant to construct the larger line subject to reimbursement as hereinafter provided; or
- d. Require a combination of the foregoing.

#### **5.04 Reimbursement for Extensions**

When an applicant enters into a main line extension agreement with the District, which requires the installation of a main line larger than that necessary to adequately serve the applicant's property, the agreement may provide for a reimbursement to the applicant as follows: *(Amended by Ordinance O2020-03)*

- a. Within the limits specified herein, when the main line extension has been installed at the applicant's sole expense, the applicant shall be eligible for reimbursement of applicant's cost based upon the applicant's and other customer's pro rata use, as determined by the District, of the extension. *(Amended by Ordinance 89-2)*
- b. The District shall levy on any customer connecting into the extension financed by applicant a fee determined by the District and based on the connecting customer's pro rata use of the extension and the actual cost of the extension. *(Amended by Ordinance 89-2)*
- c. Within 90 days of the District's receipt of any money pursuant to Section 5.04(b), the District shall pay such money to the applicant. *(Amended by Ordinance 89-2)*

### **SECTION 6.00 Permits and Fees**

*(Section Amended by Ordinance 85-5)*

#### **6.01 Application for Sewer Service When Service Connection is Adequate**

Where an existing and adequate sewer lateral or private sewer line is properly connected to the District's collection system and the lateral or private sewer is or has been legally servicing the premises, the applicant of the premises to be served shall submit an application for sewer service upon a form provided by the District and in accordance with procedures established by the General Manager. The District will approve the application if it receives a complete service application for the premises, the applicant pays all applicable fees and charges, and the application and applicant comply with the requirements of this Chapter and applicable law. However, if the District determines that the existing lateral or private sewer is inadequately sized to accommodate the planned use of the premises, the

applicant must process an application for a permit for a larger or improve service pursuant to section 6.02. L (*Amended by Ordinance O2020-03*)

## **6.02 Application for Sewer Service When Connection is Required**

- a. Sewer Connection Permit; Application. When the applicant desires sewer service for premises where a sewer service connection does not exist or where the existing connection is inadequate, then the service and connection require a District sewer connection application and approved permit. No person shall uncover, alter, disturb, construct, extend, or make a connection to the collection system without first obtaining a written sewer connection permit from the District and paying all applicable connection charges and other applicable fees and charges. Any person desiring a sewer connection permit must submit a written application to the District on a form as provided by the District and in accordance with procedures established by the General Manager. The application shall include the date of the application; name, address and telephone number of the property owner and, if different, developer or builder; description of premises proposed to be served; explanation of the proposed development project, including number and type of connections and units to be served; plans for the service connection and installation, together with a list of materials to be used; and, any other information as may be required by the General Manager. The application and all related documents and materials will become the property of the District and a public record. No sewer connection permit shall be issued, and no sewer service shall be provided, unless the General Manager determines that all of the following conditions are satisfied:
  1. The applicant has submitted a full and complete application.
  2. The premises to be served are within the District limits.
  3. The applicant has paid in full the applicable connection charges and all other applicable deposits, fees and charges.
  4. The premises to be served abuts an existing District sewer main in a street or right-of-way fronting the applicant's property of adequate size, condition, and capacity and the existing collection system is adequate to provide safe and reliable sewer service for the proposed use; or the applicant has entered into a sewer mainline extension agreement with the District to ensure the construction of such mains and other distribution system improvements as may be necessary or appropriate to serve the proposed use; or because of expansion or improvement planned and funded by the District or another developer, there will be adequate mains and sewer collection system improvements and capacity to serve the proposed use by the time of making the connection.
  5. The plans and list of materials comply with the requirements of this Chapter and applicable law, and the proposed size, type, quality and location of facilities and improvements are sufficient for the proposed use.
  6. The application complies with all other applicable District ordinances, resolutions, rules and regulations and applicable federal and state laws and regulations.
- b. Installation of Service Connection. Upon approval of the connection permit, the applicant may proceed with the installation in accordance with the terms of the permit. The service connection and related work must be installed by a qualified licensed contractor. The District, or its authorized representative, will inspect and test the construction work and materials used in the work. No construction will be covered unless it has been inspected and approved by the District. Upon completion of the work in accordance with the permit and this Chapter, the District will accept the completed work and the service connections (up to the end of the sewer service stub) will become District property and part of the District collection system.

- c. Rights-of-Way. Any applicant who installs a service connection must furnish to the District all necessary or appropriate easements and rights-of-way for the connection as determined by the District. If the applicant cannot furnish the easements and rights-of-way, the District may, at its sole option, acquire such easements and right-of-way if the applicant agrees to pay all acquisition-related costs and to deposit the estimated funds to cover the costs with the District. The District will not accept any completed service connection requiring an easement or right-of-way until a satisfactory easement or right-of-way to the District has been finalized, accepted, and recorded.
- d. Time Limit on Permit. If work under connection permit is not commenced within six (6) months from the date of issuance of such permit or if, after commencing work, the work is discontinued for a period of one year, the permit shall become void and no further work shall be undertaken until a new permit is applied for and approved.
- e. Permit Transfer. With the prior written approval of the District and the written approval of the new property owner, a sewer connection permit may be transferred to a new owner of the subject premises. A permit may not be transferred to any other premises.
- f. Where the installation or enlargement of the collection system and/or sewer lateral is necessary prior to the District's supplying sewer service to an applicant, the applicant shall submit an application for a permit to the District. If the applicant conveys and District review shows the District has sufficient sewer system capacity to supply service, and the applicant complies with all other District rules and regulations, the District shall accept the application. The District shall provide sewer service subsequent to the applicant's construction, or payment for the construction, of the necessary portions of the collection system; and the applicant's payment of all fees to the District; and the applicant's compliance with all District rules and regulations; and the applicant's payment in full of all charges, if any, owed to the District. *(Amended by Ordinance O2020-03)*

### **6.03 Application for Permit**

Any person legally entitled to apply for and receive a permit shall make such application on forms provided by the District for that purpose. Such person shall give a description of the character of the work proposed to be done and the location, ownership, occupancy, and use of the premises in connection therewith. The General Manager may require plans, specifications or drawings, studies and such other information as the Manager may deem necessary. *(Amended by Ordinance O2020-03)*

### **6.04 Compliance with Permit**

After District's approval of the application, as evidenced by the District's issuance of a permit, the applicant shall make no change in the location of the collection facilities or other sewerage works, the grade, materials, or other details from those described in the plans on which the permit is based or as shown on the plans and specification for which the permit was issued, except with prior written permission of the General Manager.

### **6.05 Agreement**

The applicant's signature on an application for any permit shall constitute an agreement to comply with all the provisions, terms and requirements of this Chapter, other parts of the District Code, and other rules and regulations of the District and with the plans and specifications the applicant has filed with its application, if any, together with such correction or modifications as may be made or permitted by the District, if any. This agreement shall be binding upon the applicant, and the applicant's successors, and may be altered only by the District upon written request for alteration from the applicant.

**SECTION 7.00 Rates and Charges, and Collection Procedures**

(Section Amended by Ordinance 85-5)

**7.01 Installation Fees**

- a. When the District installs a lateral, the District shall collect a deposit from an applicant prior to the installation of the lateral. Installing the lateral shall be on the basis of actual cost. If the actual cost of the installation is less than the deposit, the District shall refund the difference within sixty (60) days of completing the installation. If the actual cost of the installation is greater than the deposit, the applicant shall pay for the difference within thirty (30) days of receiving a bill therefore and prior to receiving sewer service.
- b. The amount of the fee shall be determined by the District General Manager based on an estimate of the cost of installing the lateral on a time and material basis, plus an additional administrative charge as determined by General Manager.

**7.02 Community Facilities Fees**

The District shall collect from all applicants for sewer service a community facilities fee to insure the continued availability of facilities for sewer service through periodic system expansion and replacement. The community facilities fee shall be paid as specified in the Community Facilities Fee Code. *(Amended by Ordinance 87-3)*

**7.03 Rates and Charges for Service**

The monthly service charge for each premise receiving sewer service from the District shall be: *(Amended by Ordinance 2021-01)*

a. Residential or other premises, each unit	
Base rate	\$46.26 per month
Reserve contribution	<u>\$ 14.00 per month</u>
Total monthly service charge	\$ 60.26 per month
Murieta Village, per unit	
Base rate	\$ 46.26 per month
Reserve contribution	<u>\$ 6.00 per month</u>
Total monthly service charge	\$ 60.26 per month

**Non-Residential**

Monthly service charge for non-residential sewer service shall be calculated on an EDU basis for each customer multiplied by the residential service charge.

*(Minimum non-residential charge shall not be less than the charge for a residential unit.)*

- b. For non-residential water metered accounts, the water consumption for the month of February shall be used to set the monthly sewer charge.
- c. For non-residential seasonal occupancy or uses of water metered accounts, the District will use a 12-month average of water usage to determine the monthly sewer charge.

**7.04 Inspection Fee**



- a. A fee based upon costs, labor, and parts shall be paid to the District for issuing a permit and inspecting each main line or lateral installation. The amount of this fee shall be determined from time to time by the General Manager and/or Board of Directors of the District; typically billed on time and materials of District staff and/or their contracted representative/s to the project or extensions deposit or billing. *(Amended by Ordinance O2020-03)*
- b. Inspection charges shall be paid prior to connection to the District's collection system.

## **7.05 Collection of Charges for Sewer and Other Services**

### **Chapter 7.05 Collection of Charges for Sewer and Other Services**

The rates and charges imposed by this Chapter may be collected together with charges for any other service provided by the District. If all or any part of the bill is not paid, the District may discontinue any or all of the services for which the bill is rendered in the manner herein provided. The District may take the actions authorized by this Section 7.00 or otherwise authorized by law to collect a delinquent bill for service for up to three years from the date of the delinquent bill for service.

~~The rates and charges imposed by this Chapter may be collected together with charges for any other service provided by the District. If all or any part of the bill is not paid, the District may discontinue any or all of the services for which the bill is rendered in the manner herein provided. The District may take the actions authorized by this Section 7.00 or otherwise authorized by law to collect a delinquent bill for service for up to three years from the date of the delinquent bill for service.~~

## **7.06 Billing**

All sewer service accounts shall be billed monthly.

## **7.07 Persons Billed**

- a. The District shall bill the property owner directly for all sewer services provided to the owner's premises. *(Amended Ordinance 90-6)*
- b. The property owner shall be liable for payment of all District charges. *(Amended Ordinance 90-6)*

## **7.08 Due Date**

All bills are due and payable on the date they are issued by the District.

## **7.09 Delinquency**

A bill for service is delinquent if not paid and received at the Rancho Murieta Community Services District office by the 25<sup>th</sup> day of the month following the month in which the bill was mailed. *(Amended by Ordinance 98-3)*

## **7.10 Delinquency Penalty**

- a. A one-time basic penalty of ten percent (10%) of the delinquent charges shall be added to each delinquent bill for the first month the bill is delinquent.
- b. After levying the basic penalty provided in Section 7.10(a), the District shall thereafter levy an additional penalty of one percent (1%) per month to all delinquent charges and basic penalties remaining unpaid, until and unless the Board requests the County Auditor to include the amount of all delinquent rates, charges, and penalties for collection on the County property tax roll as set forth in Section 7.13. Monies paid when any portion of an account is delinquent shall first be credited to interest and penalties, then to the

delinquent portion of the bill, and then to the current portion of the bill. *(Amended by Ordinance O2019-03)*

#### **7.11 Payment of Part of Delinquency**

Monies paid where any portion of an account is delinquent shall first be credited to the delinquent portion of the bill and then to the current billing.

#### **7.12 Liens**

Unpaid sewer service charges imposed by this Chapter, when recorded, shall constitute a lien upon the parcel of real property to which the sewer service was supplied. The District shall include a statement on its bill to the effect that any sewer service charge and penalty thereon remaining unpaid shall, when recorded, constitute a lien on the parcel to which the sewer service was supplied. The District may from time to time compile lists of such delinquent charges and penalties and record them with the County Recorder as liens.

#### **7.13 Collection of Delinquent Charges and Penalties with Taxes**

All rates, charges, and penalties, which remain delinquent, may be collected in the same manner as the general taxes for the District for the forthcoming year, provided that the District shall first have given the customer notice and an opportunity to be heard as provided by law. After delinquent amounts have been turned over to the County Auditor for collection, no payment shall be received by the District on the delinquent amounts except as collected by the County Tax Collector.

#### **7.14 Adjustment of Bills**

At the request of a customer or at the General Manager's discretion, the General Manager may correct any erroneous bill provided for in this Chapter for up to three years from the date of the erroneous bill for service; provided, however, that any customer request must be filed no later than one year from the date of the disputed bill and that all parties affected shall have a right to appeal the Manager's determination to the Board of Directors within fifteen (15) days of the date of the Manager's decision. The decision of the Board of Directors thereon shall be final and binding on all parties.

~~The General Manager may adjust or grant rebates credits from the rates or fees provided in this Chapter in the event of a dispute relating to a charge to a customer; provided, however, that the customer request must be filed no later than one year from the date of the disputed bill and that all parties affected shall have a right to appeal the Manager's determination to the Board of Directors within fifteen (15) days of the date of the Manager's decision. The decision of the Board of Directors thereon shall be final and binding on all parties.~~

#### **7.15 Sewer Standby of Availability Charge**

The District may fix, on or before the first day of July in each calendar year and may annually collect a sewer standby or availability charge not to exceed ten dollars (\$10.00) per year for each acre of land, or ten dollars (\$ 10. 00) per year for each parcel of land of less than an acre within the District to which sewer service is made available for any purpose, whether the sewer service is actually used or not. The District may establish schedules varying the charges depending upon factors such as the use to which the land is put, the cost of transporting sewage from the land, and the amount of sewage discharge from the land. *(Amended by Ordinance 96-1)*

### **SECTION 8.00 Prohibited Use of Collection System**

*(Section Amended by Ordinance 85-5)*

#### **8.01 Drainage into Sanitary Sewers Prohibited**

No leaders from roofs, surface drains for rainwater or storm sewers shall be connected to any sanitary sewer. No surface, storm water, artisan well flows, cooling water or unpolluted industrial process waters shall be permitted to enter any sanitary sewer by any device or method whatsoever.

### **8.02 Wastes Prohibited in Public Sewer**

No person shall discharge or cause to be discharged any of the following wastes to any part of the collection system.

- a. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive solid, liquid or gas.
- b. Any waste containing toxic or poisonous solids, liquids, or gases in sufficient quantity either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process or pumping facilities, constitute a hazard to humans, or create a public nuisance. *(Amended by Ordinance O2020-03)*
- c. Any waste having a pH lower than 5.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment or personnel of the District.
- d. Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the collection system, such as, but not limited to ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, disposable diapers, feathers, tar, plastics, wood, un-ground garbage, paper dishes, cups, containers, etc. either whole or ground by garbage grinders.

### **8.03 Types of Waste Which May be Prohibited**

No person shall discharge or cause to be discharged the following described substances, materials, or wastes if it appears likely in the opinion of the General Manager that such wastes may harm the collection system, sewage treatment process or equipment, or can endanger personnel or property or create a public nuisance. In forming an opinion as the acceptability of these wastes, the General Manager shall give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers to which they discharge, sewer material, treatment process, treatment plant capacity and other pertinent factors. The substances so subject to prohibition include, but are not limited to: *(Amended by Ordinance O2020-03)*

- a. Any liquid or vapor having a temperature higher than 150F.
- b. Any water or waste, which may contain more than 100 milligrams per liter of fat, oil, or grease.
- c. Any garbage that is not biodegradable and has not been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in the collection system, with no particle greater than one-half inch in any dimension.
- d. Any waters or wastes having a pH lower than 5.0 or higher than 9.0 or having any other corrosive property capable of causing damage or hazard to structure, equipment and personnel of the District.
- e. Any waters or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials in the sewage works.
- f. Any septic tank sludge or other digested sludge.



- g. Any wastes containing phenols or other taste or odor producing substances, in concentrations exceeding limits, which may be established by the Board.
- h. Any radioactive waste or isotopes of such half-life or concentration as may exceed limits set by the Board in compliance with State or Federal regulations.
- i. Materials, which exert or cause:
  1. Unusual concentrations of inert suspended solid.
  2. Excessive discoloration.
  3. Unusual BOD, chemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the sewage treatment plant.
  4. Unusual volume of flow or slugs. As used herein, slug shall mean any discharge of water, sewage or waste, which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes or more than five (5) times the average twenty-four (24) hours concentration or flow during normal operation.
- j. Wastes containing substances, which are not amenable to treatment by the sewage treatment process employed or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of the Regional Water Quality Control Board, Central Valley Region.

**8.04 Acceptance of Deleterious Wastes**

If any wastes containing the characteristics listed in Section 8.03, which in the judgment of the General Manager, may have a deleterious effect upon the sewerage works, process, equipment, or receiving water, is to be discharged to the collection system, the General Manager may do one or more of the following:

- a. Require pretreatment to an acceptable condition prior to discharging to the collection system.
- b. Require control over the quantities and rates of discharge.
- c. Require payment, in an amount established by the Board to cover the added cost of handling and treating the wastes.

**8.05 Pretreatment or Equalization of Flow**

If the General Manager recommends pretreatment or equalization of flow, the design and installation of the plants and equipment shall be subject to the review and approval of the District and no construction of such facilities shall commence until District approval is obtained in writing.

**8.06 Maintenance of Pretreatment Facilities**

Where pretreatment facilities are provided for any waters or wastes, unless otherwise provided, they shall be maintained continuously in satisfactory and effective operation by the owner at the owner's expense and to the satisfaction of the District.

**8.07 Interceptors Required**

*(This Section Amended by Ordinance O2020-03)*

- a. 1. Grease, oil and sand interceptors shall be required, installed and maintained at the customer's expense when in the opinion of the General Manager, they are necessary for the proper handling of liquid wastes, grease, or any objectionable waste, sand and other harmful ingredients; except that such interceptors shall not be required for buildings used exclusively for residential purposes. All interceptors shall be of a type and capacity approved by the General Manager, or his/her designee, and shall be so located as to be readily and easily accessible for cleaning and inspection.
2. Monthly Fees: For those existing food preparation and cooking facilities where the costs of installation of a grease interceptor would be prohibitive, a charge to cover the costs for the District to handle grease from these facilities.

Fees will be charged with the regular billing cycle as follows:

Rancho Murieta Country Club	4.03
Rancho Murieta Lodge	.86
Rancho Murieta Country Store	2.30
Rancho Murieta Plaza	2.59
Rancho Murieta Village Clubhouse	1.73
Rancho Murieta Training Center	3.16

- b. 1. Notwithstanding Section 8.07(a), every restaurant, the Training Center, and every other District customer, excluding residential customers, whose premises are used for food preparation and cooking, shall have a sand, oil and grease interceptor installed in the manner and time specified herein.
2. A District customer, who is required to have an installed sand, oil and grease interceptor pursuant to Section 8.07(b) and who obtains a sewer permit from the District on or after this Ordinance's effective date, shall have an installed and operational interceptor approved by the District prior to connecting with the District's water or sewer system.
3. A District customer, who is required to have a sand, oil and grease interceptor pursuant to Section 8.07(b) and who had a sewer permit prior to this Ordinance's effective date, shall have an installed operational interceptor approved by the District within one hundred twenty (120) days of this Ordinance's effective date.
- c. All sand, oil and grease interceptors shall be designed and constructed according to the following specifications:
  1. Interceptors shall conform to the requirements of the Uniform Plumbing Code and this Ordinance.
  2. Interceptors shall be designed and constructed in accordance with District's standards, or as requested by District Engineer, and shall be approved by the District Engineer prior to connection with the District's sewer system.
  3. Interceptors shall be designed in accordance with the following criteria:
    - a. Size: Interceptor detention time shall be the greater of (1) total number of fixture units x 7.5 gpm/fixture unit; (2) dishwasher rated flow rate (gpm x 30 minutes).

Interceptors shall be at least 4'0" high and have a minimum freeboard of 12-inches below the soffit of the roof. Interior dimensions of the first compartment of an interceptor shall be a minimum of 2'6" wide and 4'0" long. Interior dimensions of the last compartment shall be 4'-0" long by a minimum of 2'6" wide. Compartment walls shall be the same height as the design water surface of the interceptor.

- b. Type: Exterior type interceptors shall be required. "Under the sink" models are not acceptable. All fixture drains, except floor drains from the kitchen area, shall be connected to the interceptor. All restrooms shall be plumbed separately and connected to the building sewer downstream of the interceptor.
- c. Location: Interceptors shall be located outside of the structure and as close as possible to the source of sand, oil or grease. Interceptors shall be located to facilitate the ease of maintenance and inspection. Interceptors placed in areas subject to vehicular traffic shall be designed for H<sub>2</sub>O loadings. Interceptors shall be located near a hose bib. The final location shall be approved by the District prior to installation.
- d. Construction: Interceptors shall be constructed with reinforced concrete and shall contain at least two compartments. Each compartment shall have a 24-inch diameter gasketed airtight standard manhole frame and cover. Each manhole shall have a pre-cast concentric cone and pre-cast 30-inch diameter extension rings. Interceptors shall have a minimum cover of 24-inches below finish Grade. Manholes shall be located directly above inlet piping and interior compartment walls. Scum boards shall extend from the top of compartment walls to the base of the manhole extension rings. All interceptor piping and fittings shall be of ductile iron material. Piping and fittings shall be the same diameter as the building sewer line (4-inch diameter minimum). A two-way cleanout shall be provided on the interceptor outlet pipe. The outlet shall be at least 4-inches below the inlet elevation.
- e. The use of pre-approved precast interceptors or automatic mechanical grease removal systems may be allowed with the prior written approval of the District Engineer.
- d. No interceptor shall be approved by the District unless its design either conforms to the specifications herein or is, prior to installation, approved in writing by the District Manager or District Engineer.
- e. Failure to install and adequately maintain sand, oil and grease interceptor in the time and manner specified in this Section shall be grounds for termination of District water and/or sewer service according to applicable law.
- f. All customers with installed interceptors shall provide the District with an annual report of monthly interceptor and cleaning activity.
- g. The District has the right to periodically test and inspect any interceptor.
- h. All customers with installed interceptors shall add District-furnished bacteria to the interceptor as may be required by the District.

- i. Any person who improperly disposes sand, oil, grease or other objectionable waste into the District sewer system shall be liable for the cost of any damage caused thereby to the District system, including the costs of cleaning out the deposited material.

#### **8.08 Maintenance of Interceptors**

Unless otherwise provided, all grease, oil and sand interceptors shall be maintained by the owner, at the owner's expense, in continuously efficient operation at all times. Records of maintenance or interceptors must be made available to District staff or their representatives as requested. *(Amended by Ordinance O2020-03)*

#### **8.09 Control Manholes**

When required by the General Manager, the owner of any property served by the District and carrying industrial wastes shall install suitable control manhole in the private sewer line to facilitate observation, sampling and measurement of wastes. Such manholes, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the General Manager. The manhole shall be installed by the owner at the owner's expense and shall be maintained by the owner so as to be safe and accessible at all times.

#### **8.10 Measurements and Tests**

All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in this Chapter shall be determined in accordance with the latest edition of "Standard Methods of the Examination of Water and Wastewater" and shall be determined at the control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the main line to the point at which the lateral is connected.

#### **8.11 Swimming Pools**

It shall be unlawful for any person to discharge the contents of a swimming pool into a collection system without notification to and approval by District, at least twenty-four (24) hours in advance. *(Amended by Ordinance O2020-03)*

#### **8.12 Special Agreements**

No statement contained in this Chapter shall be construed as preventing any special agreement or arrangement between the District and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the District for treatment, subject to payment thereof by the industrial concern and subject to such terms and conditions as may be required by the District.

#### **8.13 In General**

All applications for connections to the District collection system from industries of any sort shall be submitted to the District for evaluation and then to Board for consideration and approval before the permission is granted for said connection and use. The District shall have the power to regulate both the quantity and quality of any industrial waste, and monthly sewerage use charges. *(Amended by Ordinance O2020-03)*

The applicant shall install approved type screens to remove all solids retained on the mesh screen required by the State Board of Health.

The applicant shall install an approved flume and automatic recording device, all at the applicant's expense, when required by the District.

The District shall have the right at all times to the operation of the screening mechanism, the operation of the recording mechanism, and to make a record of the readings. *(Amended by Ordinance 92-3)*

**8.14 Prohibited Uses** *(This section Amended by Ordinance O2020-03)*

- a. Prohibited Connection or Contact with Domestic Water: Domestic water is defined as water for human consumption or recreation use. The following requirements are intended to prohibit reclaimed wastewater and domestic water interaction:
  1. No connection between the potable water supply and piping containing reclaimed or untreated wastewater shall be allowed.
  2. A backflow prevention assembly shall be required on all domestic water service connections in reclaimed wastewater use areas.
  3. Ten (10) foot horizontal and one-foot vertical separation between pipelines transporting reclaimed wastewater and domestic water shall be maintained at all times. Domestic water shall be above reclaimed wastewater wherever possible.
  4. Permanent labeling of reclaimed wastewater piping, valves, water controllers, etc. shall be required.
  5. Supplementing of reclaimed wastewater from any other water sources shall not be allowed except through an air gap or reduced pressure principle (RP) device.
  6. Irrigation or impoundment of reclaimed wastewater within 500 feet of a domestic well or 100 feet of an irrigation well shall not be allowed.
  7. Hose bib connections shall not be allowed on irrigation systems using reclaimed wastewater.
  8. Restrictive and secured water valves, outlets, quick couplers, and sprinkler heads that permit operation by authorized personnel only shall be required.
- b. Enforcement: Enforcement of the requirements of this Section will be performed by the District General Manager in accordance with the provisions of Section 11.00 of this Chapter.
- c. Pre-existing Conditions: Non-conforming physical conditions existing as of the effective date of this ordinance, which have the potential of creating a public hazard and/or nuisance shall be deemed to be a violation of this ordinance. The user shall be allowed a grace period of three (3) months from the effective date of this ordinance within which to correct the violation or to obtain a District approval to allow the non-conforming violation to remain. If approval is not granted or the non-conforming violation is not corrected within the grace period, the District may correct the violation at the user's sole cost.
- d. Variance: Notwithstanding Section 8.14(b) of this Ordinance, the District General Manager shall have the authority to extend the grace periods set forth in Section 8.14(b) and/or to authorize nonconforming violation to remain. The General Manager shall also have the



authority to allow a variance from the prescribed standards as set forth in this Section on a case by case basis when in the General Manager's judgment, the variance will not detract from the effectiveness of the warning or other protective measures required by this Section. A District customer has the right to appeal the General Manager's granting or denial of such a variance to the Board of Directors.

**8.15 Recording Device**

The applicant shall install an approved flume and automatic recording device, all at the company's expense, when required by the District.

**8.16 Screening/Recording Mechanism**

The District shall have the right at all times to check the operation of the screening mechanism, the operation of the recording mechanism and to make a record of the readings.

**SECTION 9.00 Special Types of Sewer Service** *(Amended by Ordinance O2020-03)*

**9.01 Sewer Service Outside District**

- a. The District may provide or allow sewer service to property outside its boundaries when the Board finds that such service shall not adversely affect the sewer service within the District, support of said service if fully funded by applicant, and that a surplus of sewer collection and treatment capacity exists. The District may provide sewer service to premises outside the District boundaries only if (1) the District and owner of the subject premises approve an extraterritorial service agreement on terms acceptable to the Board, (2) the Board finds that such service will not adversely affect the sewer service within the District, and (3) the extraterritorial service is authorized or approved by the Sacramento County Local Agency Formation Commission under Government Code section 56133 (or successor statute).
- b. In the event that, because of increased usage or other causes, service outside the District becomes adverse to the District's interest or the interest of District customers located within the District or surplus sewer and/or treatment capacity is no longer available for such outside use, the District may discontinue or disconnect the service outside the District 120 days after the District gives written notice to the person or premises receiving the sewer service that such outside service is to be terminated.
- c. Except as set forth in this Section, the rules and regulations of the District shall apply to all customers outside the District.
- d. Rates and charges to all customers outside the District shall be one hundred fifty percent (150%) of the applicable rate and charges for customers within the District, as set forth in Section 7.00. No Capital Improvement Connection Fee (CICF) shall be charged for sewer service outside the District.
- e. Prior to receiving service, a customer outside the District shall deposit an amount equal to three months of the District's applicable rates for sewer service.
- f. The supply of sewer service to persons or premises outside the District shall not create a vested right with the person or premise outside the District to continue to receive sewer service from the District nor any credit or refund for improvements made to receive such sewer service.

**SECTION 10.00 Enforcement Disconnection and Restoration of Service** *(Amended by Ordinance 85-5)*

**10.01 Enforcement**

The General Manager shall enforce the provisions of this Chapter and, for such purpose, shall have the powers of the peace officer, if deputized or if authorized by law. Such power shall not be regarded as limitations on or otherwise affecting the powers and duties of the County Health Officer.

**10.02 Violation of Chapter**

In the event of a violation of any laws, ordinances, rules or regulations of the State of California, the County of Sacramento or the District, respecting the subject matter contained herein, the District shall notify in writing the person or persons causing, allowing, or committing such violation within five (5) days after receipt of such notice, and the General Manager shall have the authority to disconnect the property served from the District Sewer System, in the manner set forth herein.

**10.03 Public Nuisance**

Continued habitation of any building or continued operation of any commercial or industrial facility in violation of the provisions of this or any other Chapter, rule or regulation of the District is hereby declared to be a public nuisance. The District may cause proceedings to be brought for the abatement for the occupancy of the residence, building, industrial, or commercial facility during the period of such violation.

**10.04 Disconnection**

As an alternative method of enforcing the provisions of this or any other Chapter, rule or regulation of the District, the General Manager shall have the authority to disconnect the customer from the District's collection system, through disconnection of water service, without liability to the District in the following manner:

- a. At least ten (10) business days before the proposed disconnection of any service, a customer shall be provided with written notice of the procedure for and the availability of an opportunity to discuss the reasons for the proposed disconnection of service.
- b. After notice has been given as specified in subparagraph (a) and prior to disconnection of service, a customer shall have the opportunity to discuss the reason for the disconnection with- an employee designated by the District who shall be empowered to review disputed bills, rectify errors, and settle controversies pertaining to disconnection of service.
- c. No service shall be disconnected by reason of delinquency in payment of bills on any Saturday, Sunday, legal holiday, or any time during which the District's office is not open to the public.

**10.05 Settling Disputes**

The General Manager is hereby authorized to review disputes pertaining to any matters for which service may be disconnected and to adjust errors and settle disputes pertaining to such matters.

**10.06 Public Nuisance and Abatement**

During the period of any disconnection, the habitation of such disconnected premises by human beings shall constitute a public nuisance, which shall authorize the District to bring proceedings for the abatement of the occupancy of the premises during the period of the disconnection. In such event, and

as a condition of restoring service, the District shall be paid reasonable attorney's fees and costs of suit arising from such action, plus any other necessary charges for or incurred in the restoration of service.

**10.07 Restoration of Service**

When service under this Chapter has been disconnected for any reason, the service shall not be restored until all unpaid sums are paid in full, plus all District expenses for disconnection and restoring the service, plus a twenty-five-dollar (\$25) restoration fee.

**10.08 Recovery of Costs**

In the event that the District is required to bring legal action to enforce any provision of this Chapter, including but not limited to the collection of delinquent fees and charges, the District shall be entitled to recover its reasonable attorney's fees, interest and other costs of suit.

**10.09 Means of Enforcement Only**

The District hereby declares that the foregoing procedures are established as a means of enforcement of the terms and conditions of its ordinances, rules and regulations, and not as a penalty.

**10.10 Cumulative Remedies**

All remedies set forth herein for the collection and enforcement of rates charges, and penalties are cumulative and may be pursued alternatively, concurrently, or consecutively.

**10.11 Misdemeanor**

A violation of any provision of this Chapter is a misdemeanor, punishable by a fine not to exceed five hundred dollars (\$500) or by imprisonment in the County Jail not to exceed six (6) months, or both. Each and every day, or part of a day that a violation of the Chapter continues, shall be deemed as separate offense hereunder and shall be punishable as such.

**10.12 Penalties**

The goal of the provisions of this chapter are to achieve voluntary compliance from the customer, and the District will take reasonable measures to assure the customer has information available to promptly and efficiently address sewer use issues. Where voluntary compliance cannot be achieved through initial contacts and warnings, then appropriate further action may be required. Except as otherwise provided herein, violations of any provision of this chapter shall be generally addressed as follows. *(Amended by Ordinance 2020-03):*

<b>Violation</b>	<b>Penalty</b>
First	Personal or written notification of the violation
Second	Written notification and issuance of a notice to correct
Third	Issuance of an administrative penalty of \$100
Fourth	Issuance of a penalty of \$200
Fifth	Issuance of a penalty of \$500
Final	Disconnected water service and/or other penalties as provided in the notice of violation and as determined by the General Manager.



# **RANCHO MURIETA COMMUNITY SERVICES DISTRICT**

DISTRICT CODE

CHAPTER 15

## **THE SEWER CODE**

INSTALLATION, CONNECTION AND USE OF THE DISTRICT  
WATER SANITARY SEWER SYSTEM



Amended March 15, 2023  
By Ordinance O2023-01

## TABLE OF CONTENTS

<b>SECTION 1.00 - General Provisions .....</b>	<b>4</b>
1.01 Title.....	4
1.02 Scope of Service .....	4
<b>SECTION 2.00 Definitions.....</b>	<b>4</b>
2.01 Applicant .....	4
2.02 Board .....	4
2.03 Building .....	4
2.04 Collection System.....	4
2.06 Customer .....	4
2.07 District .....	5
2.08 General Manager .....	5
2.09 Interceptor (grease trap) .....	5
2.10 Lateral or Lateral Sewer.....	5
2.11 Main Line.....	5
2.12 Permits .....	5
2.14 Person.....	5
2.15 Premises .....	5
2.156 Private Sewer or Private Sewer Line .....	5
<b>SECTION 3.00 – General Policies.....</b>	<b>5</b>
3.01 General Policy of Operating System.....	5
3.02 Responsibility for Sewer System .....	6
3.03 Unauthorized Use of District Sewer Service .....	6
3.04 Sewer Required.....	6
3.05 Access to and Inspection of the Collection System.....	7
3.06 Unsafe Apparatus or Damaging Conditions.....	7
3.07 Fraudulent Use of Service.....	7
3.08 Continuity of Service.....	7
3.09 Contractors Hired by the District.....	7
3.10 Delegation of Authority.....	7
<b>SECTION 4.00 District Construction Requirements.....</b>	<b>8</b>
4.01 Permit Required.....	8
4.02 Time Limit on Permit .....	8
4.03 District's Studies.....	8
4.04 Plans .....	8
4.05 Time for Installing Sewer Lines.....	8
4.06 District Construction Standards.....	9
4.07 Persons Authorized to Perform Work on District Collection System .....	9
4.08 Separate Sewer Lines.....	9
4.09 Customer Responsibility for Construction and Payment of Collection System .....	9
4.10 Relocation of Sewer Lateral at Customer's Request.....	9
4.11 Relocation of Sewer Lateral at District's Request.....	10
4.12 Connection to District Collection System .....	10
4.13 Inspection of Construction .....	10
4.14 Final Approval of Construction.....	10
4.15 Easements .....	10
4.16 Dedication Requirement.....	11
4.17 As-Builts .....	11
4.18 Liability.....	11
4.19 Performance Bond .....	11
4.20 Street Work.....	11
<b>SECTION 5.00 Main Line Extension.....</b>	<b>12</b>
5.01 Sewer Main Extension .....	12
5.02 Formation of an Assessment District .....	12
5.03 Size of New Sewer Line .....	12

5.04	Reimbursement for Extensions .....	13
5.05	Pre-existing Sewer Line Extension Agreement .....	Error! Bookmark not defined.
<b>SECTION 6.00 Permits and Fees .....</b>		<b>13</b>
6.01	Sewer Service When Service Connection is Adequate .....	13
6.02	Sewer Service When Service Connection is Inadequate.....	14
6.03	Application for Permit .....	15
6.04	Compliance with Permit .....	15
6.05	Agreement .....	15
<b>SECTION 7.00 Rates and Charges, and Collection Procedures .....</b>		<b>16</b>
7.01	Installation Fees .....	16
7.02	Community Facilities Fees .....	16
7.03	Rates and Charges for Service .....	16
7.04	Inspection Fee .....	16
7.05	Collection of Charges for Sewer and Other Services .....	Error! Bookmark not defined.
7.06	Billing.....	17
7.07	Persons Billed .....	17
7.08	Due Date.....	17
7.09	Delinquency .....	17
7.10	Delinquency Penalty .....	17
7.11	Payment of Part of Delinquency .....	17
7.12	Liens.....	18
7.13	Collection of Delinquent Charges and Penalties with Taxes .....	18
7.14	Adjustment of Bills.....	18
7.15	Sewer Standby of Availability Charge .....	18
<b>SECTION 8.00 Prohibited Use of Collection System .....</b>		<b>18</b>
8.01	Drainage into Sanitary Sewers Prohibited .....	18
8.02	Wastes Prohibited in Public Sewer.....	18
8.03	Types of Waste Which May be Prohibited.....	19
8.04	Acceptance of Deleterious Wastes.....	20
8.05	Pretreatment or Equalization of Flow .....	20
8.06	Maintenance of Pretreatment Facilities .....	20
8.07	Interceptors Required.....	20
8.08	Maintenance of Interceptors.....	22
8.09	Control Manholes .....	23
8.10	Measurements and Tests.....	23
8.11	Swimming Pools.....	23
8.12	Special Agreements .....	23
8.13	In General.....	23
8.15	Recording Device .....	24
8.16	Screening/Recording Mechanism.....	25
<b>SECTION 9.00 Special Types of Sewer Service .....</b>		<b>25</b>
9.01	Sewer Service Outside District .....	25
<b>SECTION 10.00 Enforcement Disconnection and Restoration of Service.....</b>		<b>25</b>
10.01	Enforcement .....	25
10.02	Violation of Chapter .....	26
10.03	Public Nuisance.....	26
10.04	Disconnection .....	26
10.05	Settling Disputes.....	26
10.06	Public Nuisance and Abatement.....	26
10.07	Restoration of Service .....	26
10.08	Recovery of Costs .....	27
10.09	Means of Enforcement Only .....	27
10.10	Cumulative Remedies.....	27
10.11	Misdemeanor.....	27
10.12	Penalties .....	27

**DISTRICT CODE  
CHAPTER 15**

**POLICIES REGULATING THE INSTALLATION, CONNECTION AND USE OF THE DISTRICT  
SANITARY SEWER SYSTEM**

**SECTION 1.00 - General Provisions**

**1.01 Title**

This Chapter shall be known as the "Sewer Code" and may be cited as such.

**1.02 Scope of Service**

The provisions of this Chapter shall apply to sanitary sewer facilities and service in, upon or affecting the territory of the Rancho Murieta Community Services District, and the design, construction, alteration, use, and maintenance of public sanitary sewers, pumping equipment and facilities, treatment plants and facilities, connections and services, and all system appurtenances; the disposal of sewage and drainage of buildings; the issuance of permits and the collection of fees therefore; fees to pay for the costs of checking plans, inspecting construction, and making record plans of the facilities permitted hereunder; providing penalties for violation of any of the provisions hereof, and all other necessary or related matters.

**SECTION 2.00 Definitions**

**2.01 Applicant**

Applicant shall mean the owner, or the agent of the owner, of the property for which sanitary sewer service is being requested.

**2.02 Board**

Board shall mean the Board of Directors of Rancho Murieta Community Services District.

**2.03 Building**

Building shall mean any structure used for human habitation or a place of business, recreation or other purposes.

**2.04 Collection System**

Collection System shall mean all portions of the District sewer system, and related facilities, whether owned by the District and on publicly owned property or owned by the customer and on privately owned property. *(Amended by Ordinance 85-5)*

**2.05 Contractor**

Contractor shall mean an individual, firm, corporation, partnership or association duly licensed by the State of California to perform the type of work to be done under the permit.

**2.06 Customer**

Customer shall mean the owner or agent of the owner of the property receiving sanitary sewer service.

**2.07 District**

District shall mean the Rancho Murieta Community Services District.

**2.08 General Manager**

General Manager shall mean the person appointed by the Board to the position of General Manager of the Rancho Murieta Community Services District.

**2.09 Interceptor (aka grease trap)**

Plumbing device designed to intercept most greases and solids from the customer's premises before they enter the District's sewer system.

**2.10 Lateral or Lateral Sewer**

Lateral or Lateral Sewer shall mean that portion of the collection system owned by the District, located in the street, public right-of-way, or District easement, and running between the main line and to the sewer stub to the customer's premises. *(Amended by Ordinance 2020-03.)*

**2.11 Main Line**

Main Line shall mean that portion of the collection system owned by the District, located in the street, other public right-of-way, or District easement and generally eight inches or more in diameter. *(Amended by Ordinance 85-5)*

**2.12 Permits**

Permits shall mean the District's written approval or authorization for a District customer to receive sewer service. *(Amended by Ordinance 85-5)*

**2.14 Person**

Person shall mean any human being, individual, firm, company, partnership, association, and/or private corporation. *(Amended by Ordinance 85-5)*

**2.15 Premises**

Premises shall mean a parcel of real estate, including any improvements thereon, which is determined by the District to be a single unit for purposes of receiving, using and paying for service. In making this determination, the District shall take into consideration such factors as whether the unit could reasonably be subdivided and whether the unit is being used for a single enterprise, apartment or dwelling.

**2.16 Private Sewer or Private Sewer Line**

Private Sewer or Private Sewer Line shall mean that portion of the customer sewer service line owned by the customer and running from the end of the sewer service stub to the customer's premises receiving sewer service. *(Amended by Ordinance O2020-03)*

**SECTION 3.00 – General Policies**

**3.01 General Policy of Operating System**

The District shall operate and maintain the sewer system in an efficient and economical manner and supply sewer service as fairly and equitably as possible. The charges to be made for service shall be set at rates necessary to enable the District to recover all costs of supplying sewer service including, but not limited to, the costs for the following:

- a. Collecting, pumping, treating, storing sewage, and reusing wastewater;
- b. Customer service;
- c. Administration;
- d. Overhead;
- e. Debt service;
- f. In lieu taxes;
- g. Replacement and maintenance of facilities, and
- h. All other necessary and appropriate expenses.

### **3.02 Responsibility for Sewer System**

- a. The customer served by the District's collection system shall be responsible for the installation, operation, maintenance, inspection, repair, and replacement, and costs thereof, of the private sewer line, and all other devices or safeguards required by this Chapter. The customer responsibility for the private sewer line includes keeping the line free from roots, grease deposits, and other solids, clearing stoppages or blockages, and repairing damage. The District's responsibility for operation, maintenance, inspection, repair, and replacement extends only from the sewer main to the end of the sewer service stub. The responsibility for the connection at and beyond the sewer stub is borne by the customer as depicted in the District Sewer Standard Drawings. The installation of a District device upon private property, or within a portion of the collection system not owned by the District, shall not obligate the District to operate, maintain, or replace devices, works or facilities not otherwise owned by the District. *(Amended by Ordinance O2020-03)*
- b. District shall be responsible for operation and maintenance of that portion of the collection system that is in a District-owned easement or right-of-way, but not including any portion of a private sewer line. *(Amended by Ordinance O2020-03)*
- c. The customer served by the District's collection system shall be responsible for and liable for all costs associated with the repair of any damage caused by the customer or its contractor or agent to the collection system, wherever located, including but not limited to sewer obstructions in or introduced from customer's private sewer. *(Amended by Ordinance O2020-03)*

### **3.03 Unauthorized Use of District Sewer Service**

No person shall supply sewer service to any person, or to any premises, or extend sewer service within served premises, except with prior authorization by District permit or with prior approval in writing by the District. *(Amended by Ordinance O2020-03)*

### **3.04 Sewer Required**

The owner of any existing building situated within the District and abutting on any street in which there is now located or may in the future be located a main line or lateral of the District, is hereby required at the owner's expense to connect the building directly with the District's collection system in accordance with the provisions of this Chapter within ninety (90) days after date of official notice to do so, provided that the main line or lateral is within two hundred (200) feet of the nearest point of the property. *(Amended by Ordinance 85-5)*

### **3.05 Access to and Inspection of the Collection System**

- a. The District shall have access at all reasonable times to the collection system, whether located on or off the customer's premises, for the purpose of inspecting, installing, maintaining, operating, removing, or taking other necessary actions relating to the collection system. *(Amended by Ordinance 85-5)*
- b. Whenever reasonably possible, the District shall obtain the customer's consent or give twenty-four hours advance notice of the District's intent to enter and inspect a customer's private sewer line. *(Amended by Ordinance 85-5)*
- c. No person shall be allowed to interfere or otherwise hinder the District's inspection, installation, maintenance, operation, removal, or other lawful or necessary District activity regarding the collection system. *(Amended by Ordinance 85-5)*
- d. No person shall place on any sewer easement any obstruction, such as wires, fences, trees, or buildings, which may impede or otherwise interfere with the collection system owned by the District. Upon the District's written request, such obstruction shall be immediately removed by the violator at no cost to the District or at the Districts' option, shall be removed by the District at the violator's expense. *(Amended by Ordinance 85-5)*

### **3.06 Unsafe Apparatus or Damaging Conditions**

If an unsafe or hazardous condition is found to exist on the customer's premises, or if the customer's use of sewer service is found to be detrimental or damaging to the District or its customers, the District may discontinue sewer service without notice, provided that the District shall notify the customer immediately of the reasons for the discontinuance and the corrective action to be taken by the customer before service can be restored. *(Amended by Ordinance 85-5)*

### **3.07 Fraudulent Use of Service**

When the District has discovered that a customer has obtained sewer service by fraudulent means, or has diverted the sewer service for unauthorized use; the service to that customer may be discontinued in the manner set forth in Section 10.00 herein. The District shall not be required to restore service until the customer has complied with all rules and requirements of the District and the District has been reimbursed for the full amount of the service rendered and the actual or estimated costs to the District incurred by reason of the fraudulent use. *(Amended by Ordinance 85-5)*

### **3.08 Continuity of Service**

The District shall not be liable for any interruption, or insufficiency of sewer service at the customer's point of connection, or for any loss or damages occasioned thereby. *(Amended by Ordinance 85-5)*

### **3.09 Contractors Hired by the District**

The District may waive portions of this Chapter for persons hired by the District to construct any part of the District's collection system. *(Amended by Ordinance 85-5)*

### **3.10 Delegation of Authority**

The General Manager shall have the authority to delegate the performance of any of the Manager's responsibilities to any District employee or independent contractor.

### **3.11. Compliance with California Plumbing Code**



Applicants, contractors, and customers shall comply with applicable provisions of the California Plumbing Code, including the requirement to install and maintain a backflow prevention device when the building or premises contain a plumbing fixture installed on a floor level that is lower than the next upstream manhole cover of the District collection system.

## **SECTION 4.00 District Construction Requirements**

*(Amended by Ordinance 85-5)*

### **4.01 Permit Required**

No person, other than persons specifically excluded by this Code, shall construct, extend, or connect to any portion of the District's collection system without first obtaining a sewer permit from the District, paying all applicable fees as set forth in this Chapter and complying with the District Code and other applicable requirements. *(Amended by Ordinance 85-5)*

### **4.02 Time Limit on Permit**

To maintain the continuing validity of a permit, the permittee shall commence work under a permit within six months of the date of the District's issuance of the permit and, once work is initiated, shall not discontinue work under the permit for a period of one year or more, unless all work pursuant to the permit is completed. If the permittee fails to commence work under the permit within six months of the permit's issuance or if the permittee discontinues work for a period of one year or more, without completing the project, the permit shall be void and no further work shall be done under the permit until the District issues a new permit and the applicant pays all applicable fees. *(Amended by Ordinance 85-5)*

### **4.03 District's Studies**

The District shall have the right to require or undertake the preparation of engineering, economic, environmental, or financial evaluations, at the applicant's sole cost, of any request for District sewer service when such service may necessitate the installation of sewer facilities or additions to the District collection system. *(Amended by Ordinance 85-5)*

### **4.04 Plans**

*(Amended by Ordinance 85-5)*

- a. Each application for a permit shall be accompanied by three sets of complete plans and specifications for the installation of any portion of the collection system. The plans shall comply with the District Code and all other applicable rules and regulations.
- b. The plans shall be the exclusive property of the District.
- c. The District shall determine the adequacy of the proposed sewer facilities as to the size, type, and quality of materials and as to the location of facilities to serve the proposed development, including off-tract sewer lines and other appurtenances. The District shall have the authority to require the applicant to submit revised plans consistent with District standards.
- d. When the District is satisfied that the work proposed by the plans is proper and the plans are sufficient; it shall authorize the issuance of a permit subsequent to the applicant's payment of all applicable fees, charges, and deposits.

### **4.05 Time for Installing Sewer Lines**



Whenever practicable, the lateral shall be installed at the time of sewer main line is installed.  
*(Amended by Ordinance 85-5)*

#### **4.06 District Construction Standards**

All work performed on installing any portion of the collection system and all acts, including design and construction, relating thereto shall comply with the District standard specifications. Copies of the standards are on file with the District office. *(Amended by Ordinance 85-5)*

#### **4.07 Persons Authorized to Perform Work on District Collection System**

- a. Only validly licensed contractors are authorized to perform work on the District's collection system, including connections thereto. All terms and conditions of the permit issued by the District to the applicant shall be binding on the applicant's contractor. *(Amended by Ordinance 85-5)*
- b. At the District's option, main line extensions and sewer laterals, and connections thereto, shall be performed either by the District or persons hired thereby or under the supervision of District employees by licensed contractors retained by the applicant. *(Amended by Ordinance 85-5)*
- c. When the District determines that any installation or connection shall be performed by the District, the applicant shall pay in advance an amount of funds as determined by the District to be equal to the approximate District cost of construction and other necessary expenses. Upon completion of construction, the District shall refund the excess, if any, of the funds paid by the applicant or, if applicable, the applicant shall pay the amount, if any, by which the actual cost exceeded the applicant's deposit. *(Amended by Ordinance 85-5)*

#### **4.08 Separate Sewer Lines**

- a. Separate premises, whether owned by the same or different persons, shall not be supplied with sewer service through the same sewer lateral or private sewer line. *(Amended by Ordinance 85-5)*
- b. When premises, currently served by the District's collection system, are divided into two or more premises, the existing lateral and private sewer line shall be considered to belong to the premises into which the lateral and private sewer line more/most directly enters. The new premises shall require the installation of a separate lateral and private sewer line, at the customer's expense, and the payment of all other applicable fees and charges. *(Amended by Ordinance 85-5)*

#### **4.09 Customer Responsibility for Construction and Payment of Collection System**

The customer shall be responsible, at the customer's own expense, for installing his/her private sewer line according to District standards. The customer shall also be financially responsible for the installation of any other portion of the District's collection system, which is necessary to serve the customer's property. *(Amended by Ordinance 85-5)*

#### **4.10 Relocation of Sewer Lateral at Customer's Request**

Upon a customer's written request, the customer's sewer lateral may be relocated by the District, provided that the relocation, in the opinion of the General Manager, is not detrimental to the District's sewer system. The cost of the relocation shall be borne by the customer and shall be paid in advance to the District. The cost of the relocation shall include all applicable costs and fees for construction (if

construction is performed by persons hired by the District), design, installation, inspections, administration, overhead, and any other necessary or related expenses. *(Amended by Ordinance 85-5)*

#### **4.11 Relocation of Sewer Lateral at District's Request**

Where a sewer lateral is relocated for the convenience or protection of the District, the relocation shall be at the expense of the District, provided such relocation is not made necessary by the customer. *(Amended by Ordinance 85-5)*

#### **4.12 Connection to District Collection System**

Connection of the sewer lateral into the main line shall be made in accordance with the District's standard specification and at the applicant's expense. The connection to the main line shall be made in the presence of a District inspector and under the inspector's supervision and direction. Any damage to the main line shall be repaired in conformance with District standard specifications at the applicant's sole cost. *(Amended by Ordinance 85-5)*

#### **4.13 Inspection of Construction**

- a. The District shall have the right to inspect all work on the collection system during and subsequent to its construction. When construction is completed; the work must be inspected and approved in writing by the Manager before the newly constructed facilities may be connected to the District's collection system. No construction shall be covered at any time unless it has been inspected and approved by the District. No facilities shall be connected to the District's lateral or main line unless the District has performed tests indicating the new construction is satisfactory and the facilities have been cleaned of all debris accumulated from construction operations. *(Amended by Ordinance 85-5)*
- b. The applicant shall give the District at least forty-eight (48) hours advance notice, Saturdays, Sundays and holidays excluded, of when it wished the District to perform an inspection. If work is inspected and deemed inadequate, the District shall so notify the applicant in writing and identify the deficiencies in the project. *(Amended by Ordinance 85-5)*

#### **4.14 Final Approval of Construction**

When the District determines that all work done under the permit and the main line extension agreement, if any, has been constructed according to and meets the requirements of all applicable provisions of this Code, the agreement, and any other District rules and regulations, and subsequent to the payment of all fees, the Manager shall authorize the issuance of a certificate of final inspection and completion. *(Amended by Ordinance 85-5)*

#### **4.15 Easements**

- a. If an easement is required for the extension of the main line or the making of connections, the applicant shall procure at its expense and have accepted by the Board a proper easement or grant of right-of-way having a minimum width of ten feet sufficient to allow the laying and maintenance of such extension or connection. *(Amended by Ordinance 85-5)*
- b. Any applicant who installs or proposes to install sewer facilities shall furnish the District all necessary easement and right-of-way for such facilities and the subsequent operation and maintenance thereof. *(Amended by Ordinance 85-5)*
- c. If the applicant cannot furnish the necessary easement and right-of-way the District may, at its sole option, acquire such easement and right-of-way, subject to the applicant's payment

to the District of all funds necessary to cover the District's cost of such acquisition.  
(Amended by Ordinance 85-5)

- d. Until the necessary easement and right-of-way have been properly executed and recorded, the District shall not approve any plans for sewer facilities to be constructed by the person across the property of another person and the District shall not accept for public use any such sewer facilities and no person shall place such facilities into use. (Amended by Ordinance 85-5)

#### **4.16 Dedication Requirement**

An offer of dedication for the sewer facilities, excluding any private sewer lines shall be included in any application for a permit. The District shall not except for dedication any sewer facilities or improvements that are not constructed in conformance with requirements of the main line agreement, if any, this Code, and applicable law. Upon connection to the District's collection system and District written acceptance of the completed work, the newly constructed sewer lateral (up to the end of the sewer service stub at the first sewer cleanout) and main line shall become the District's property.

#### **4.17 As-Builts**

The applicant shall prepare and submit to the District two hardcopy sets of as-built plan prints and a set of reproducible drawings, in .pdf and .dwg format, delineating the as-built sewer mains, structures, ways, laterals, appurtenances, and all other portions of the collection system prior to, and as a condition of, District acceptance of completed construction work by an applicant. No certificate of final inspection shall be issued until such prints and drawings are filed with the District. (Amended by Ordinance O2020-03)

#### **4.18 Liability**

The District and its officers, agents and employees shall not be liable for any injury or death of any person or damage to any property arising during or stemming from the performance of any work by an applicant. The applicant shall be answerable for, indemnify and hold harmless, the District and its officers, agents and employees, including all costs, expenses, attorney's fees and other fees and interest, incurred in defending the same or in seeking to enforce this provision. The applicant shall be solely liable for any defects in the performance of the applicant's work or for any failure, damage, injury, claim or loss, which may develop therefrom.

#### **4.19 Performance Bond**

The applicant shall post a surety bond, cash or other security satisfactory to the District to guarantee the faithful performance of any agreement for the applicant's construction of the sewer facilities. The surety bond, cash or security shall be in the sum of one hundred percent (100%) of the estimated cost of the work, or in such other sum as may be fixed by the District. The surety bond, cash or security shall, in addition to guaranteeing the faithful performance of the work, guarantee the maintenance of the portion of the sewer facilities constructed by the applicant for a period of one-year following the District's written acceptance of the work.

#### **4.20 Street Work**

- a. When a person who opens, grades, excavates, fills or does other street construction, deems it necessary to expose, remove, raise, lower or otherwise affect any portion of the sewer system owned by the District, the person performing such street construction shall give at least seven (7) days advance notice in writing to the District of the person's intention to

perform such construction and immediate notice upon exposure or contact with such systems.

- b. At its option, the District may elect to perform the removal, raising, lowering or other construction on the District's sewer system, which is necessitated, by the street construction on its sewer system, the person requiring the street construction shall pay the District a reasonable deposit in an amount not to exceed the estimated cost of the District's construction. When the District completes its construction, the District shall refund that portion, if any, of the deposit which exceeds the actual costs of construction and the person requiring the construction shall pay the amount, if any, by which the actual costs of construction exceeds the deposit.
- c. The person performing the street construction shall be liable for any damage to the District's collection system resulting from the street construction or from the person's construction on the District's collection system.

## **SECTION 5.00 Main Line Extension**

*(Amended by Ordinance 85-5)*

### **5.01 Sewer Main Extension**

Any person desiring sewer service from the District that necessitates an extension of a District main line, construction of a new main, or any other off-premises sewer system improvement must apply in writing to the District for a main line extension agreement. The application shall require the same information as required for a sewer connection permit (section 6.02) in addition to such other information as may be required by the General Manager. The District shall have no obligation to provide sewer service to any new development project requiring a main line extension agreement until the District and applicant have entered into the main line extension agreement and the applicant has completed the improvements in accordance with the agreement. The main line extension agreement shall be in a form acceptable to the General Manager and shall set forth each party's respective obligations concerning the design, financing, and construction of the sewer system improvements by the developer, payment for District services and consultants by the applicant, dedication and transfer of land and rights of way, performance and maintenance guarantees, District inspection, testing and acceptance of improvements, and other terms and conditions the District finds necessary or appropriate in the public interest. A main line extension agreement must be approved by the Board. The main line extension agreement shall constitute the District sewer connection permit authorizing the construction of the sewer system improvements and the connection to the District collection system. The District will not approve a main line extension agreement unless it determines that the same criteria listed in section 6.02(A) are satisfied.

*(Amended by Ordinance O2020-03)*

### **5.02 Formation of an Assessment District**

At the District's sole option, the District may utilize any statutory or other procedure concerning assessment districts to finance the construction of the main line extension, sewer laterals and related appurtenances.

### **5.03 Size of New Sewer Line**

The District may require the installation of a sewer line larger than that necessary to adequately serve the applicant's property. When the District requires the installation of a larger sewer line, the District shall:

- a. Pay the difference in cost, as determined by the District, between the size necessary to serve the applicant's construction and the larger sewer line; or
- b. Perform the installation itself, subsequent to the receipt from the applicant of a sum sufficient to cover the cost of installation, and other necessary expenses, of the sewer line required by the applicant; or
- c. Require the applicant to construct the larger line subject to reimbursement as hereinafter provided; or
- d. Require a combination of the foregoing.

#### **5.04 Reimbursement for Extensions**

When an applicant enters into a main line extension agreement with the District, which requires the installation of a main line larger than that necessary to adequately serve the applicant's property, the agreement may provide for a reimbursement to the applicant as follows: *(Amended by Ordinance O2020-03)*

- a. Within the limits specified herein, when the main line extension has been installed at the applicant's sole expense, the applicant shall be eligible for reimbursement of applicant's cost based upon the applicant's and other customer's pro rata use, as determined by the District, of the extension. *(Amended by Ordinance 89-2)*
- b. The District shall levy on any customer connecting into the extension financed by applicant a fee determined by the District and based on the connecting customer's pro rata use of the extension and the actual cost of the extension. *(Amended by Ordinance 89-2)*
- c. Within 90 days of the District's receipt of any money pursuant to Section 5.04(b), the District shall pay such money to the applicant. *(Amended by Ordinance 89-2)*

### **SECTION 6.00 Permits and Fees**

*(Section Amended by Ordinance 85-5)*

#### **6.01 Application for Sewer Service When Service Connection is Adequate**

Where an existing and adequate sewer lateral or private sewer line is properly connected to the District's collection system and the lateral or private sewer is or has been legally servicing the premises, the applicant of the premises to be served shall submit an application for sewer service upon a form provided by the District and in accordance with procedures established by the General Manager. The District will approve the application if it receives a complete service application for the premises, the applicant pays all applicable fees and charges, and the application and applicant comply with the requirements of this Chapter and applicable law. However, if the District determines that the existing lateral or private sewer is inadequately sized to accommodate the planned use of the premises, the



applicant must process an application for a permit for a larger or improve service pursuant to section 6.02. L (*Amended by Ordinance O2020-03*)

## **6.02 Application for Sewer Service When Connection is Required**

- a. Sewer Connection Permit; Application. When the applicant desires sewer service for premises where a sewer service connection does not exist or where the existing connection is inadequate, then the service and connection require a District sewer connection application and approved permit. No person shall uncover, alter, disturb, construct, extend, or make a connection to the collection system without first obtaining a written sewer connection permit from the District and paying all applicable connection charges and other applicable fees and charges. Any person desiring a sewer connection permit must submit a written application to the District on a form as provided by the District and in accordance with procedures established by the General Manager. The application shall include the date of the application; name, address and telephone number of the property owner and, if different, developer or builder; description of premises proposed to be served; explanation of the proposed development project, including number and type of connections and units to be served; plans for the service connection and installation, together with a list of materials to be used; and, any other information as may be required by the General Manager. The application and all related documents and materials will become the property of the District and a public record. No sewer connection permit shall be issued, and no sewer service shall be provided, unless the General Manager determines that all of the following conditions are satisfied:
  1. The applicant has submitted a full and complete application.
  2. The premises to be served are within the District limits.
  3. The applicant has paid in full the applicable connection charges and all other applicable deposits, fees and charges.
  4. The premises to be served abuts an existing District sewer main in a street or right-of-way fronting the applicant's property of adequate size, condition, and capacity and the existing collection system is adequate to provide safe and reliable sewer service for the proposed use; or the applicant has entered into a sewer mainline extension agreement with the District to ensure the construction of such mains and other distribution system improvements as may be necessary or appropriate to serve the proposed use; or because of expansion or improvement planned and funded by the District or another developer, there will be adequate mains and sewer collection system improvements and capacity to serve the proposed use by the time of making the connection.
  5. The plans and list of materials comply with the requirements of this Chapter and applicable law, and the proposed size, type, quality and location of facilities and improvements are sufficient for the proposed use.
  6. The application complies with all other applicable District ordinances, resolutions, rules and regulations and applicable federal and state laws and regulations.
- b. Installation of Service Connection. Upon approval of the connection permit, the applicant may proceed with the installation in accordance with the terms of the permit. The service connection and related work must be installed by a qualified licensed contractor. The District, or its authorized representative, will inspect and test the construction work and materials used in the work. No construction will be covered unless it has been inspected and approved by the District. Upon completion of the work in accordance with the permit and this Chapter, the District will accept the completed work and the service connections (up to the end of the sewer service stub) will become District property and part of the District collection system.

- c. Rights-of-Way. Any applicant who installs a service connection must furnish to the District all necessary or appropriate easements and rights-of-way for the connection as determined by the District. If the applicant cannot furnish the easements and rights-of-way, the District may, at its sole option, acquire such easements and right-of-way if the applicant agrees to pay all acquisition-related costs and to deposit the estimated funds to cover the costs with the District. The District will not accept any completed service connection requiring an easement or right-of-way until a satisfactory easement or right-of-way to the District has been finalized, accepted, and recorded.
- d. Time Limit on Permit. If work under connection permit is not commenced within six (6) months from the date of issuance of such permit or if, after commencing work, the work is discontinued for a period of one year, the permit shall become void and no further work shall be undertaken until a new permit is applied for and approved.
- e. Permit Transfer. With the prior written approval of the District and the written approval of the new property owner, a sewer connection permit may be transferred to a new owner of the subject premises. A permit may not be transferred to any other premises.
- f. Where the installation or enlargement of the collection system and/or sewer lateral is necessary prior to the District's supplying sewer service to an applicant, the applicant shall submit an application for a permit to the District. If the applicant conveys and District review shows the District has sufficient sewer system capacity to supply service, and the applicant complies with all other District rules and regulations, the District shall accept the application. The District shall provide sewer service subsequent to the applicant's construction, or payment for the construction, of the necessary portions of the collection system; and the applicant's payment of all fees to the District; and the applicant's compliance with all District rules and regulations; and the applicant's payment in full of all charges, if any, owed to the District. *(Amended by Ordinance O2020-03)*

### **6.03 Application for Permit**

Any person legally entitled to apply for and receive a permit shall make such application on forms provided by the District for that purpose. Such person shall give a description of the character of the work proposed to be done and the location, ownership, occupancy, and use of the premises in connection therewith. The General Manager may require plans, specifications or drawings, studies and such other information as the Manager may deem necessary. *(Amended by Ordinance O2020-03)*

### **6.04 Compliance with Permit**

After District's approval of the application, as evidenced by the District's issuance of a permit, the applicant shall make no change in the location of the collection facilities or other sewerage works, the grade, materials, or other details from those described in the plans on which the permit is based or as shown on the plans and specification for which the permit was issued, except with prior written permission of the General Manager.

### **6.05 Agreement**

The applicant's signature on an application for any permit shall constitute an agreement to comply with all the provisions, terms and requirements of this Chapter, other parts of the District Code, and other rules and regulations of the District and with the plans and specifications the applicant has filed with its application, if any, together with such correction or modifications as may be made or permitted by the District, if any. This agreement shall be binding upon the applicant, and the applicant's successors, and may be altered only by the District upon written request for alteration from the applicant.

**SECTION 7.00 Rates and Charges, and Collection Procedures**

(Section Amended by Ordinance 85-5)

**7.01 Installation Fees**

- a. When the District installs a lateral, the District shall collect a deposit from an applicant prior to the installation of the lateral. Installing the lateral shall be on the basis of actual cost. If the actual cost of the installation is less than the deposit, the District shall refund the difference within sixty (60) days of completing the installation. If the actual cost of the installation is greater than the deposit, the applicant shall pay for the difference within thirty (30) days of receiving a bill therefore and prior to receiving sewer service.
- b. The amount of the fee shall be determined by the District General Manager based on an estimate of the cost of installing the lateral on a time and material basis, plus an additional administrative charge as determined by General Manager.

**7.02 Community Facilities Fees**

The District shall collect from all applicants for sewer service a community facilities fee to insure the continued availability of facilities for sewer service through periodic system expansion and replacement. The community facilities fee shall be paid as specified in the Community Facilities Fee Code. *(Amended by Ordinance 87-3)*

**7.03 Rates and Charges for Service**

The monthly service charge for each premise receiving sewer service from the District shall be: *(Amended by Ordinance 2021-01)*

a. Residential or other premises, each unit		
	Base rate	\$46.26 per month
	Reserve contribution	<u>\$ 14.00 per month</u>
	Total monthly service charge	\$ 60.26 per month
Murieta Village, per unit		
	Base rate	\$ 46.26 per month
	Reserve contribution	<u>\$ 6.00 per month</u>
	Total monthly service charge	\$ 60.26 per month

**Non-Residential**

Monthly service charge for non-residential sewer service shall be calculated on an EDU basis for each customer multiplied by the residential service charge.

*(Minimum non-residential charge shall not be less than the charge for a residential unit.)*

- b. For non-residential water metered accounts, the water consumption for the month of February shall be used to set the monthly sewer charge.
- c. For non-residential seasonal occupancy or uses of water metered accounts, the District will use a 12-month average of water usage to determine the monthly sewer charge.

**7.04 Inspection Fee**



- a. A fee based upon costs, labor, and parts shall be paid to the District for issuing a permit and inspecting each main line or lateral installation. The amount of this fee shall be determined from time to time by the General Manager and/or Board of Directors of the District; typically billed on time and materials of District staff and/or their contracted representative/s to the project or extensions deposit or billing. *(Amended by Ordinance O2020-03)*
- b. Inspection charges shall be paid prior to connection to the District's collection system.

#### **7.05 Collection of Charges for Sewer and Other Services**

The rates and charges imposed by this Chapter may be collected together with charges for any other service provided by the District. If all or any part of the bill is not paid, the District may discontinue any or all of the services for which the bill is rendered in the manner herein provided. The District may take the actions authorized by this Section 7.00 or otherwise authorized by law to collect a delinquent bill for service for up to three years from the date of the delinquent bill for service.

#### **7.06 Billing**

All sewer service accounts shall be billed monthly.

#### **7.07 Persons Billed**

- a. The District shall bill the property owner directly for all sewer services provided to the owner's premises. *(Amended Ordinance 90-6)*
- b. The property owner shall be liable for payment of all District charges. *(Amended Ordinance 90-6)*

#### **7.08 Due Date**

All bills are due and payable on the date they are issued by the District.

#### **7.09 Delinquency**

A bill for service is delinquent if not paid and received at the Rancho Murieta Community Services District office by the 25<sup>th</sup> day of the month following the month in which the bill was mailed. *(Amended by Ordinance 98-3)*

#### **7.10 Delinquency Penalty**

- a. A one-time basic penalty of ten percent (10%) of the delinquent charges shall be added to each delinquent bill for the first month the bill is delinquent.
- b. After levying the basic penalty provided in Section 7.10(a), the District shall thereafter levy an additional penalty of one percent (1%) per month to all delinquent charges and basic penalties remaining unpaid, until and unless the Board requests the County Auditor to include the amount of all delinquent rates, charges, and penalties for collection on the County property tax roll as set forth in Section 7.13. Monies paid when any portion of an account is delinquent shall first be credited to interest and penalties, then to the delinquent portion of the bill, and then to the current portion of the bill. *(Amended by Ordinance O2019-03)*

#### **7.11 Payment of Part of Delinquency**

Monies paid where any portion of an account is delinquent shall first be credited to the delinquent portion of the bill and then to the current billing.

#### **7.12 Liens**

Unpaid sewer service charges imposed by this Chapter, when recorded, shall constitute a lien upon the parcel of real property to which the sewer service was supplied. The District shall include a statement on its bill to the effect that any sewer service charge and penalty thereon remaining unpaid shall, when recorded, constitute a lien on the parcel to which the sewer service was supplied. The District may from time to time compile lists of such delinquent charges and penalties and record them with the County Recorder as liens.

#### **7.13 Collection of Delinquent Charges and Penalties with Taxes**

All rates, charges, and penalties, which remain delinquent, may be collected in the same manner as the general taxes for the District for the forthcoming year, provided that the District shall first have given the customer notice and an opportunity to be heard as provided by law. After delinquent amounts have been turned over to the County Auditor for collection, no payment shall be received by the District on the delinquent amounts except as collected by the County Tax Collector.

#### **7.14 Adjustment of Bills**

At the request of a customer or at the General Manager's discretion, the General Manager may correct any erroneous bill provided for in this Chapter for up to three years from the date of the erroneous bill for service; provided, however, that any customer request must be filed no later than one year from the date of the disputed bill and that all parties affected shall have a right to appeal the Manager's determination to the Board of Directors within fifteen (15) days of the date of the Manager's decision. The decision of the Board of Directors thereon shall be final and binding on all parties.

#### **7.15 Sewer Standby of Availability Charge**

The District may fix, on or before the first day of July in each calendar year and may annually collect a sewer standby or availability charge not to exceed ten dollars (\$10.00) per year for each acre of land, or ten dollars (\$ 10. 00) per year for each parcel of land of less than an acre within the District to which sewer service is made available for any purpose, whether the sewer service is actually used or not. The District may establish schedules varying the charges depending upon factors such as the use to which the land is put, the cost of transporting sewage from the land, and the amount of sewage discharge from the land. *(Amended by Ordinance 96-1)*

### **SECTION 8.00 Prohibited Use of Collection System**

*(Section Amended by Ordinance 85-5)*

#### **8.01 Drainage into Sanitary Sewers Prohibited**

No leaders from roofs, surface drains for rainwater or storm sewers shall be connected to any sanitary sewer. No surface, storm water, artisan well flows, cooling water or unpolluted industrial process waters shall be permitted to enter any sanitary sewer by any device or method whatsoever.

#### **8.02 Wastes Prohibited in Public Sewer**

No person shall discharge or cause to be discharged any of the following wastes to any part of the collection system.

- a. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive solid, liquid or gas.
- b. Any waste containing toxic or poisonous solids, liquids, or gases in sufficient quantity either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process or pumping facilities, constitute a hazard to humans, or create a public nuisance. *(Amended by Ordinance O2020-03)*
- c. Any waste having a pH lower than 5.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment or personnel of the District.
- d. Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the collection system, such as, but not limited to ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, disposable diapers, feathers, tar, plastics, wood, un-ground garbage, paper dishes, cups, containers, etc. either whole or ground by garbage grinders.

### **8.03 Types of Waste Which May be Prohibited**

No person shall discharge or cause to be discharged the following described substances, materials, or wastes if it appears likely in the opinion of the General Manager that such wastes may harm the collection system, sewage treatment process or equipment, or can endanger personnel or property or create a public nuisance. In forming an opinion as the acceptability of these wastes, the General Manager shall give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers to which they discharge, sewer material, treatment process, treatment plant capacity and other pertinent factors. The substances so subject to prohibition include, but are not limited to: *(Amended by Ordinance O2020-03)*

- a. Any liquid or vapor having a temperature higher than 150F.
- b. Any water or waste, which may contain more than 100 milligrams per liter of fat, oil, or grease.
- c. Any garbage that is not biodegradable and has not been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in the collection system, with no particle greater than one-half inch in any dimension.
- d. Any waters or wastes having a pH lower than 5.0 or higher than 9.0 or having any other corrosive property capable of causing damage or hazard to structure, equipment and personnel of the District.
- e. Any waters or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials in the sewage works.
- f. Any septic tank sludge or other digested sludge.
- g. Any wastes containing phenols or other taste or odor producing substances, in concentrations exceeding limits, which may be established by the Board.
- h. Any radioactive waste or isotopes of such half-life or concentration as may exceed limits set by the Board in compliance with State or Federal regulations.
- i. Materials, which exert or cause:
  - 1. Unusual concentrations of inert suspended solid.
  - 2. Excessive discoloration.

3. Unusual BOD, chemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the sewage treatment plant.
  4. Unusual volume of flow or slugs. As used herein, slug shall mean any discharge of water, sewage or waste, which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes or more than five (5) times the average twenty-four (24) hours concentration or flow during normal operation.
- j. Wastes containing substances, which are not amenable to treatment by the sewage treatment process employed or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of the Regional Water Quality Control Board, Central Valley Region.

#### **8.04 Acceptance of Deleterious Wastes**

If any wastes containing the characteristics listed in Section 8.03, which in the judgment of the General Manager, may have a deleterious effective upon the sewerage works, process, equipment, or receiving water, is to be discharged to the collection system, the General Manager may do one or more of the following:

- a. Require pretreatment to an acceptable condition prior to discharging to the collection system.
- b. Require control over the quantities and rates of discharge.
- c. Require payment, in an amount established by the Board to cover the added cost of handling and treating the wastes.

#### **8.05 Pretreatment or Equalization of Flow**

If the General Manager recommends pretreatment or equalization of flow, the design and installation of the plants and equipment shall be subject to the review and approval of the District and no construction of such facilities shall commence until District approval is obtained in writing.

#### **8.06 Maintenance of Pretreatment Facilities**

Where pretreatment facilities are provided for any waters or wastes, unless otherwise provided, they shall be maintained continuously in satisfactory and effective operation by the owner at the owner's expense and to the satisfaction of the District.

#### **8.07 Interceptors Required**

*(This Section Amended by Ordinance O2020-03)*

- a. 1. Grease, oil and sand interceptors shall be required, installed and maintained at the customer's expense when in the opinion of the General Manager, they are necessary for the proper handling of liquid wastes, grease, or any objection able waste, sand and other harmful ingredients; except that such interceptors shall not be required for buildings used exclusively for residential purposes. All interceptors shall be of a type and capacity approved by the General Manager, or his/her designee, and shall be so located as to be readily and easily accessible for cleaning and inspection.

2. Monthly Fees: For those existing food preparation and cooking facilities where the costs of installation of a grease interceptor would be prohibitive, a charge to cover the costs for the District to handle grease from these facilities.

Fees will be charged with the regular billing cycle as follows:

Rancho Murieta Country Club	4.03
Rancho Murieta Lodge	.86
Rancho Murieta Country Store	2.30
Rancho Murieta Plaza	2.59
Rancho Murieta Village Clubhouse	1.73
Rancho Murieta Training Center	3.16

- b. 1. Notwithstanding Section 8.07(a), every restaurant, the Training Center, and every other District customer, excluding residential customers, whose premises are used for food preparation and cooking, shall have a sand, oil and grease interceptor installed in the manner and time specified herein.
2. A District customer, who is required to have an installed sand, oil and grease interceptor pursuant to Section 8.07(b) and who obtains a sewer permit from the District on or after this Ordinance's effective date, shall have an installed and operational interceptor approved by the District prior to connecting with the District's water or sewer system.
3. A District customer, who is required to have a sand, oil and grease interceptor pursuant to Section 8.07(b) and who had a sewer permit prior to this Ordinance's effective date, shall have an installed operational interceptor approved by the District within one hundred twenty (120) days of this Ordinance's effective date.
- c. All sand, oil and grease interceptors shall be designed and constructed according to the following specifications:
  1. Interceptors shall conform to the requirements of the Uniform Plumbing Code and this Ordinance.
  2. Interceptors shall be designed and constructed in accordance with District's standards, or as requested by District Engineer, and shall be approved by the District Engineer prior to connection with the District's sewer system.
  3. Interceptors shall be designed in accordance with the following criteria:
    - a. Size: Interceptor detention time shall be the greater of (1) total number of fixture units x 7.5 gpm/fixture unit; (2) dishwasher rated flow rate (gpm x 30 minutes).  
  
Interceptors shall be at least 4'0" high and have a minimum freeboard of 12-inches below the soffit of the roof. Interior dimensions of the first compartment of an interceptor shall be a minimum of 2'6" wide and 4'0" long. Interior dimensions of the last compartment shall be 4'-0" long by a minimum of 2'6" wide. Compartment walls shall be the same height as the design water surface of the interceptor.
    - b. Type: Exterior type interceptors shall be required. "Under the sink" models are not acceptable. All fixture drains, except floor drains from the kitchen area, shall

be connected to the interceptor. All restrooms shall be plumbed separately and connected to the building sewer downstream of the interceptor.

- c. Location: Interceptors shall be located outside of the structure and as close as possible to the source of sand, oil or grease. Interceptors shall be located to facilitate the ease of maintenance and inspection. Interceptors placed in areas subject to vehicular traffic shall be designed for H<sub>2</sub>O loadings. Interceptors shall be located near a hose bib. The final location shall be approved by the District prior to installation.
- d. Construction: Interceptors shall be constructed with reinforced concrete and shall contain at least two compartments. Each compartment shall have a 24-inch diameter gasketed airtight standard manhole frame and cover. Each manhole shall have a pre-cast concentric cone and pre-cast 30-inch diameter extension rings. Interceptors shall have a minimum cover of 24-inches below finish Grade. Manholes shall be located directly above inlet piping and interior compartment walls. Scum boards shall extend from the top of compartment walls to the base of the manhole extension rings. All interceptor piping and fittings shall be of ductile iron material. Piping and fittings shall be the same diameter as the building sewer line (4-inch diameter minimum). A two-way cleanout shall be provided on the interceptor outlet pipe. The outlet shall be at least 4-inches below the inlet elevation.
- e. The use of pre-approved precast interceptors or automatic mechanical grease removal systems may be allowed with the prior written approval of the District Engineer.
- d. No interceptor shall be approved by the District unless its design either conforms to the specifications herein or is, prior to installation, approved in writing by the District Manager or District Engineer.
- e. Failure to install and adequately maintain sand, oil and grease interceptor in the time and manner specified in this Section shall be grounds for termination of District water and/or sewer service according to applicable law.
- f. All customers with installed interceptors shall provide the District with an annual report of monthly interceptor and cleaning activity.
- g. The District has the right to periodically test and inspect any interceptor.
- h. All customers with installed interceptors shall add District-furnished bacteria to the interceptor as may be required by the District.
- i. Any person who improperly disposes sand, oil, grease or other objectionable waste into the District sewer system shall be liable for the cost of any damage caused thereby to the District system, including the costs of cleaning out the deposited material.

#### **8.08 Maintenance of Interceptors**

Unless otherwise provided, all grease, oil and sand interceptors shall be maintained by the owner, at the owner's expense, in continuously efficient operation at all times. Records of maintenance or



interceptors must be made available to District staff or their representatives as requested. *(Amended by Ordinance O2020-03)*

#### **8.09 Control Manholes**

When required by the General Manager, the owner of any property served by the District and carrying industrial wastes shall install suitable control manhole in the private sewer line to facilitate observation, sampling and measurement of wastes. Such manholes, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the General Manager. The manhole shall be installed by the owner at the owner's expense and shall be maintained by the owner so as to be safe and accessible at all times.

#### **8.10 Measurements and Tests**

All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in this Chapter shall be determined in accordance with the latest edition of "Standard Methods of the Examination of Water and Wastewater" and shall be determined at the control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the main line to the point at which the lateral is connected.

#### **8.11 Swimming Pools**

It shall be unlawful for any person to discharge the contents of a swimming pool into a collection system without notification to and approval by District, at least twenty-four (24) hours in advance. *(Amended by Ordinance O2020-03)*

#### **8.12 Special Agreements**

No statement contained in this Chapter shall be construed as preventing any special agreement or arrangement between the District and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the District for treatment, subject to payment thereof by the industrial concern and subject to such terms and conditions as may be required by the District.

#### **8.13 In General**

All applications for connections to the District collection system from industries of any sort shall be submitted to the District for evaluation and then to Board for consideration and approval before the permission is granted for said connection and use. The District shall have the power to regulate both the quantity and quality of any industrial waste, and monthly sewerage use charges. *(Amended by Ordinance O2020-03)*

The applicant shall install approved type screens to remove all solids retained on the mesh screen required by the State Board of Health.

The applicant shall install an approved flume and automatic recording device, all at the applicant's expense, when required by the District.

The District shall have the right at all times to the operation of the screening mechanism, the operation of the recording mechanism, and to make a record of the readings. *(Amended by Ordinance 92-3)*

**8.14 Prohibited Uses** (This section *Amended by Ordinance O2020-03*)

- a. Prohibited Connection or Contact with Domestic Water: Domestic water is defined as water for human consumption or recreation use. The following requirements are intended to prohibit reclaimed wastewater and domestic water interaction:
  - 1. No connection between the potable water supply and piping containing reclaimed or untreated wastewater shall be allowed.
  - 2. A backflow prevention assembly shall be required on all domestic water service connections in reclaimed wastewater use areas.
  - 3. Ten (10) foot horizontal and one-foot vertical separation between pipelines transporting reclaimed wastewater and domestic water shall be maintained at all times. Domestic water shall be above reclaimed wastewater wherever possible.
  - 4. Permanent labeling of reclaimed wastewater piping, valves, water controllers, etc. shall be required.
  - 5. Supplementing of reclaimed wastewater from any other water sources shall not be allowed except through an air gap or reduced pressure principle (RP) device.
  - 6. Irrigation or impoundment of reclaimed wastewater within 500 feet of a domestic well or 100 feet of an irrigation well shall not be allowed.
  - 7. Hose bib connections shall not be allowed on irrigation systems sing reclaimed wastewater.
  - 8. Restrictive and secured water valves, outlets, quick couplers, and sprinkler heads that permit operation by authorized personnel only shall be required.
- b. Enforcement: Enforcement of the requirements of this Section will be performed by the District General Manager in accordance with the provisions of Section 11.00 of this Chapter.
- c. Pre-existing Conditions: Non-conforming physical conditions existing as of the effective date of this ordinance, which have the potential of creating a public hazard and/or nuisance shall be deemed to be a violation of this ordinance. The user shall be allowed a grace period of three (3) months from the effective date of this ordinance within which to correct the violation or to obtain a District approval to allow the non-conforming violation to remain. If approval is not granted or the non-conforming violation is not corrected within the grace period, the District may correct the violation at the user's sole cost.
- d. Variance: Notwithstanding Section 8.14(b) of this Ordinance, the District General Manager shall have the authority to extend the grace periods set forth in Section 8.14(b) and/or to authorize nonconforming violation to remain. The General Manager shall also have the authority to allow a variance from the prescribed standards as set forth in this Section on a case by case basis when in the General Manager's judgment, the variance will not detract from the effectiveness of the warning or other protective measures required by this Section. A District customer has the right to appeal the General Manager's granting or denial of such a variance to the Board of Directors.

**8.15 Recording Device**



The applicant shall install an approved flume and automatic recording device, all at the company's expense, when required by the District.

#### **8.16 Screening/Recording Mechanism**

The District shall have the right at all times to check the operation of the screening mechanism, the operation of the recording mechanism and to make a record of the readings.

### **SECTION 9.00 Special Types of Sewer Service** *(Amended by Ordinance O2020-03)*

#### **9.01 Sewer Service Outside District**

- a. The District may provide or allow sewer service to property outside its boundaries when the Board finds that such service shall not adversely affect the sewer service within the District, support of said service if fully funded by applicant, and that a surplus of sewer collection and treatment capacity exists. The District may provide sewer service to premises outside the District boundaries only if (1) the District and owner of the subject premises approve an extraterritorial service agreement on terms acceptable to the Board, (2) the Board finds that such service will not adversely affect the sewer service within the District, and (3) the extraterritorial service is authorized or approved by the Sacramento County Local Agency Formation Commission under Government Code section 56133 (or successor statute).
- b. In the event that, because of increased usage or other causes, service outside the District becomes adverse to the District's interest or the interest of District customers located within the District or surplus sewer and/or treatment capacity is no longer available for such outside use, the District may discontinue or disconnect the service outside the District 120 days after the District gives written notice to the person or premises receiving the sewer service that such outside service is to be terminated.
- c. Except as set forth in this Section, the rules and regulations of the District shall apply to all customers outside the District.
- d. Rates and charges to all customers outside the District shall be one hundred fifty percent (150%) of the applicable rate and charges for customers within the District, as set forth in Section 7.00. No Capital Improvement Connection Fee (CICF) shall be charged for sewer service outside the District.
- e. Prior to receiving service, a customer outside the District shall deposit an amount equal to three months of the District's applicable rates for sewer service.
- f. The supply of sewer service to persons or premises outside the District shall not create a vested right with the person or premise outside the District to continue to receive sewer service from the District nor any credit or refund for improvements made to receive such sewer service.

### **SECTION 10.00 Enforcement Disconnection and Restoration of Service** *(Amended by Ordinance 85-5)*

#### **10.01 Enforcement**

The General Manager shall enforce the provisions of this Chapter and, for such purpose, shall have the powers of the peace officer, if deputized or if authorized by law. Such power shall not be regarded as limitations on or otherwise affecting the powers and duties of the County Health Officer.

**10.02 Violation of Chapter**

In the event of a violation of any laws, ordinances, rules or regulations of the State of California, the County of Sacramento or the District, respecting the subject matter contained herein, the District shall notify in writing the person or persons causing, allowing, or committing such violation within five (5) days after receipt of such notice, and the General Manager shall have the authority to disconnect the property served from the District Sewer System, in the manner set forth herein.

**10.03 Public Nuisance**

Continued habitation of any building or continued operation of any commercial or industrial facility in violation of the provisions of this or any other Chapter, rule or regulation of the District is hereby declared to be a public nuisance. The District may cause proceedings to be brought for the abatement for the occupancy of the residence, building, industrial, or commercial facility during the period of such violation.

**10.04 Disconnection**

As an alternative method of enforcing the provisions of this or any other Chapter, rule or regulation of the District, the General Manager shall have the authority to disconnect the customer from the District's collection system, through disconnection of water service, without liability to the District in the following manner:

- a. At least ten (10) business days before the proposed disconnection of any service, a customer shall be provided with written notice of the procedure for and the availability of an opportunity to discuss the reasons for the proposed disconnection of service.
- b. After notice has been given as specified in subparagraph (a) and prior to disconnection of service, a customer shall have the opportunity to discuss the reason for the disconnection with- an employee designated by the District who shall be empowered to review disputed bills, rectify errors, and settle controversies pertaining to disconnection of service.
- c. No service shall be disconnected by reason of delinquency in payment of bills on any Saturday, Sunday, legal holiday, or any time during which the District's office is not open to the public.

**10.05 Settling Disputes**

The General Manager is hereby authorized to review disputes pertaining to any matters for which service may be disconnected and to adjust errors and settle disputes pertaining to such matters.

**10.06 Public Nuisance and Abatement**

During the period of any disconnection, the habitation of such disconnected premises by human beings shall constitute a public nuisance, which shall authorize the District to bring proceedings for the abatement of the occupancy of the premises during the period of the disconnection. In such event, and as a condition of restoring service, the District shall be paid reasonable attorney's fees and costs of suit arising from such action, plus any other necessary charges for or incurred in the restoration of service.

**10.07 Restoration of Service**

When service under this Chapter has-been disconnected for any reason, the service shall not be restored until all unpaid sums are paid in full, plus all District expenses for disconnection and restoring the service, plus a twenty-five-dollar (\$25) restoration fee.

**10.08 Recovery of Costs**

In the event that the District is required to bring legal action to enforce any provision of this Chapter, including but not limited to the collection of delinquent fees and charges, the District shall be entitled to recover its reasonable attorney's fees, interest and other costs of suit.

**10.09 Means of Enforcement Only**

The District hereby declares that the foregoing procedures are established as a means of enforcement of the terms and conditions of its ordinances, rules and regulations, and not as a penalty.

**10.10 Cumulative Remedies**

All remedies set forth herein for the collection and enforcement of rates charges, and penalties are cumulative and may be pursued alternatively, concurrently, or consecutively.

**10.11 Misdemeanor**

A violation of any provision of this Chapter is a misdemeanor, punishable by a fine not to exceed five hundred dollars (\$500) or by imprisonment in the County Jail not to exceed six (6) months, or both. Each and every day, or part of a day that a violation of the Chapter continues, shall be deemed as separate offense hereunder and shall be punishable as such.

**10.12 Penalties**

The goal of the provisions of this chapter are to achieve voluntary compliance from the customer, and the District will take reasonable measures to assure the customer has information available to promptly and efficiently address sewer use issues. Where voluntary compliance cannot be achieved through initial contacts and warnings, then appropriate further action may be required. Except as otherwise provided herein, violations of any provision of this chapter shall be generally addressed as follows. *(Amended by Ordinance 2020-03)*:

<b>Violation</b>	<b>Penalty</b>
First	Personal or written notification of the violation
Second	Written notification and issuance of a notice to correct
Third	Issuance of an administrative penalty of \$100
Fourth	Issuance of a penalty of \$200
Fifth	Issuance of a penalty of \$500
Final	Disconnected water service and/or other penalties as provided in the notice of violation and as determined by the General Manager.

# **RANCHO MURIETA COMMUNITY SERVICES DISTRICT**

DISTRICT CODE  
CHAPTER 16

## **THE DRAINAGE CODE**

INSTALLATION AND USE OF THE  
DISTRICT STORM DRAINAGE SYSTEM



Amended ~~February 15~~ March 15, 2023  
By Ordinance 2023-01

# TABLE OF CONTENTS

<b>SECTION 1.00 General Provisions</b> .....	5
1.01 Title .....	5
1.02 Scope of Service .....	5
1.03 Requirements for Service .....	5
1.04 Intent .....	5
<b>SECTION 2.00 Definitions</b> .....	5
2.01 Applicant .....	5
2.02 Board .....	5
2.03 District .....	5
2.04 District Engineer .....	5
2.05 District Drainage System .....	6
2.06 Drainage System .....	6
2.07 Flat Rate Service .....	6
2.08 Floodplain .....	6
2.09 Floodway .....	6
2.10 Grading .....	6
2.11 Levee .....	6
2.12 General Manager .....	6
2.13 Permits .....	6
2.14 Private Drainage Lines .....	6
2.15 Private Drainage System .....	7
2.16 Rubbish .....	7
2.17 Structure .....	7
2.18 Waterway .....	7
2.19 100-Year Flood .....	7
<b>SECTION 3.00 General Policy</b> .....	7
3.01 General Policy of Operating System .....	7
3.02 District's Responsibility for System .....	8
3.03 Access to District Owned Property .....	8
3.04 Prohibited Obstructions .....	8
3.05 Delegation of Authority .....	8
3.06 Street Work .....	8
3.07 Standards .....	9
3.08 District Ownership and Control .....	9
3.09 Private Drainage Systems .....	9
3.10 Inspection of Privately Owned Drainage System .....	9
3.11 Interference with District Employees .....	9
3.12 Contractors Hired by the District .....	9
3.13 Pre-existing Conditions .....	10
3.14 Variance .....	10
<b>SECTION 4.00 Connection to and Construction of Drainage Facilities</b> .....	10
4.01 In General .....	10
4.02 Financial Responsibility for Installation of Drainage Facilities .....	10
4.03 Relocation of Drainage Facilities at Owner's Request .....	10
4.04 District's Studies .....	10
4.05 Plans .....	10

4.06	Easements and Right-of-Ways .....	11
4.07	Performance Bond.....	11
4.08	Liability .....	11
4.09	Dedication Requirements .....	12
4.10	As Built Plans .....	12
4.11	Inspection.....	12
4.12	Certificate of Final Inspection and Completion .....	12
4.13	Ownership Upon Dedication.....	12
4.14	Installation of Private Drainage System.....	12
4.15	District Construction Standards.....	13
4.16	Persons Authorized to Perform Work on District Drainage System .....	13
4.17	Connection to District Drainage System .....	13
<b>SECTION 5.00 Drainage Facility Extensions.....</b>		<b>13</b>
5.01	Drainage Facility Extension.....	13
5.02	Formation of an Assessment District.....	13
<b>SECTION 6.00 Permits and Fees.....</b>		<b>13</b>
6.01	Permit Required.....	13
6.02	Application for Permit .....	14
6.03	Payment of Fees and Charges.....	14
6.04	Applicant's Agreement to Comply with Code .....	14
6.05	Time Limits on Permits .....	14
6.06	Permit Consistency.....	14
6.07	Compliance with Permit .....	14
6.08	Unauthorized Usage of Permit.....	14
6.09	Person's Excluded From this Section .....	15
6.10	Plan Checking.....	15
6.11	Additional Permits.....	15
<b>SECTION 7.00 Rates and Charges.....</b>		<b>15</b>
7.01	Drainage Charges .....	15
<b>SECTION 8.00 Prohibited Use of Drainage System.....</b>		<b>15</b>
8.01	Protection of Waterways .....	15
8.02	Wastes Prohibited into Drainage System .....	15
8.03	Prohibition Against Certain Acts Without a Permit .....	16
8.04	Grading and Soil Erosion.....	16
8.05	Surface Drainage .....	17
<b>SECTION 9.00 Collection of Rates and Enforcement Provisions.....</b>		<b>17</b>
9.01	Collection of Charges for Drainage and Other Services .....	17
9.02	Billing.....	17
9.03	Persons Billed.....	17
9.04	Due Date .....	17
9.05	Delinquency .....	17
9.06	Delinquencies - Basic Penalty .....	17
9.07	Payment of Part of Delinquency .....	18
9.08	Liens.....	18
9.09	Collection of Delinquent Charges with Taxes .....	18
9.10	Adjustment of Bills .....	18

**SECTION 10.00 Enforcement, Disconnection and Restoration of Service... 18**

- 10.01 Enforcement..... 18
- 10.02 Violation of Chapter .....~~19~~<sup>18</sup>
- 10.03 Settling Disputes.....~~19~~<sup>18</sup>
- 10.04 Restoration of Service..... 19
- 10.05 Recovery of Costs ..... 19
- 10.06 Means of Enforcement Only ..... 19
- 10.07 Cumulative Remedies ..... 19
- 10.08 Misdemeanor..... 19
- 10.09 Waiver..... 19
- 11.01 Severability ..... 19

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**DISTRICT CODE  
CHAPTER 16**

**POLICIES AND REGULATIONS FOR THE INSTALLATION AND USE OF  
THE DISTRICT STORM DRAINAGE SYSTEM**

**SECTION 1.00 General Provisions**

**1.01 Title**

This Chapter shall be known as the "Drainage Chapter" and may be cited as such.

**1.02 Scope of Service**

To receive all storm runoff water and convey it to areas that will accept it in such a manner so as to minimize the loss of life and property and to minimize inconvenience to the public that may result from flooding within or around the District.

**1.03 Requirements for Service**

The provisions of this ordinance shall apply to drainage and service in, upon or affecting the territory of the Rancho Murieta Community Services District, and the design, construction, alteration, use, and maintenance of waterways, including drainage channels, ditches, pipes, manholes, lakes, and all system appurtenances; the issuance of permits and the collection of fees therefore; fees to pay for the cost of checking plans, inspecting construction, and making record plans of the drainage facilities permitted hereunder; providing penalties for violation of any of the provisions hereof and all other necessary or related matters.

**1.04 Intent**

The purpose of this Drainage ordinance is to set forth-certain rules and regulations by which the District will provide an effective and efficient storm drainage system so as to protect the life and property of and to minimize inconvenience to District residents. (Added Ordinance 88-6)

**SECTION 2.00 Definitions**

For the purposes of this chapter, the following terms shall have the following meanings unless the context clearly indicates otherwise.

**2.01 Applicant**

Applicant shall mean the owner, or the agent of the owner, of the property for which drainage service or other consideration is being requested.

**2.02 Board**

Board shall mean the Board of Directors of the Rancho Murieta Community Services District.

**2.03 District**

District shall mean the Rancho Murieta Community Services District.

**2.04 District Engineer**



District Engineer shall mean the District Engineer of Rancho Murieta Community Services District, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

**2.05 District Drainage System**

District Drainage System shall mean any drainage system that is owned, operated and/or maintained by the District within a District right-of-way or easement, excluding surface drainage of private streets and roads.

**2.06 Drainage System**

Drainage System shall mean the system of waterways, ditches, channels, pipes, lakes, and appurtenances, which collects and conveys storm water runoff to the point of discharge.

**2.07 Flat Rate Service**

Flat Rate Service shall mean the provision of the drainage service either directly or indirectly from the property owner's property to the point of discharge at a fixed periodic charge.

**2.08 Floodplain**

Floodplain shall mean the area adjoining a river, stream, or waterway, which is subject to periodic inundation by floodwaters.

**2.09 Floodway**

Floodway shall mean the main channel of a waterway, which is reasonably required to carry and discharge the storm flow.

**2.10 Grading**

Grading shall include the act or result of digging, excavating, transporting, spreading, depositing in an embankment or fill, compacting or settling, or shaping of surfaces and slopes in excavations and on embankments; back filling of trenches, pits, ditches, and other excavations or natural depressions; and other operations performed by or controlled by human activity involving the physical movement of rock or soil.

**2.11 Levee**

Levee shall mean an elongated mound of dirt or earth paralleling and adjacent to the outer edges of a waterway.

**2.12 General Manager**

General Manager shall mean the General Manager of the Rancho Murieta Community Services District.

**2.13 Permits**

Permits shall mean the District's written approval or authorization for an action. A permit may only be issued by the District upon completion of the appropriate District application form for the action sought, payment of all applicable fees, charges, and compliance with applicable ordinances, rules and regulations, as well as local, state and federal laws.

**2.14 Private Drainage Lines**

Shall mean those lines owned by the property owner that is for his own use and no District funds were used to construct or maintain them.

**2.15 Private Drainage System**

Private Drainage System shall mean any drainage system on private land(s), including homeowner association common areas and streets, golf courses, and driving ranges, that solely provides drainage service from the private land(s) to the point of connection or discharge into a District drainage system.

**2.16 Rubbish**

Rubbish shall mean any substance, which is not readily soluble in water except naturally occurring grasses, weeds and riparian growth.

**2.17 Structure**

Structure shall mean anything constructed upon or attached permanently or temporarily to the land, or which has its foundation or means of support upon, under, or within the surface of the earth, including but not limited to any building, dam, wall, crib wall, bulkhead, pipe, conduit, pole, or fence.

**2.18 Waterway**

Waterway shall mean a river, stream, creek, watercourse, or channel, having a defined bed and banks, and includes any conduit or pipe in which water does or may flow. A waterway includes any property in which the District owns a fee simple interest or easement therein for drainage purposes. Whenever a waterway consists of an ordinary channel and in addition thereto, an overflow channel, the waterway shall be deemed to include all property lying between the banks of the overflow channel.

**2.19 100-Year Flood**

100 Year Flood shall mean a flood having a one percent (1%) statistical chance of being equaled or exceeded in any given year.

**SECTION 3.00 General Policy**

**3.01 General Policy of Operating System**

The District shall operate and maintain the drainage system in an efficient and economical manner and supply a drainage service of acceptable quality as fairly and equitably as possible. The charges to be made for this service shall be set at rates necessary to enable the District to recover all costs of supplying drainage service to the complete area of the District including, but not limited to, the costs for the following:

- a. Power costs
- b. Customer service
- c. Administration
- d. Operation and maintenance
- e. Overhead
- f. Debt service
- g. Charges and assessments in lieu of taxes
- h. Engineering and legal expenses

- i. All other necessary and appropriate expenses

**3.02 District's Responsibility for System**

The District shall be responsible for the operation and maintenance of the District drainage system, which shall include but not be limited to:

- a. Culverts
- b. Man-made channels
- c. Pipes
- d. Catch basins below the grate on private streets
- e. Manholes
- f. Channels
- g. Pump Stations
- h. Floodways of waterways
- i. All other appropriate facilities

**3.03 Access to District Owned Property**

The District shall have access to all District drainage facilities at any reasonable hour of the day or night to perform any duties that may be required to prevent damage or flooding.

**3.04 Prohibited Obstructions**

Without District approval no person shall cause any type of obstruction affecting any part of the drainage facilities. Any structure placed in, over, around, through, or under any drainage pipe, channel, ditch or lake must have the Rancho Murieta Community Services District's approval before any construction is allowed to begin. Upon written request by the Manager, any such obstruction will immediately be removed by the violator at no expense to the District or it will be removed by the District at the violator's expense and shall not be replaced.

**3.05 Delegation of Authority**

The General Manager shall have the authority to delegate the performance of any of the Manager's responsibilities to any District employee or independent contractor.

**3.06 Street Work**

- a. When a person who opens, grades, excavates, fills or does other street construction, deems it necessary to expose, remove, raise, lower or otherwise affect any portion of the drainage system owned by the District, the person performing such street construction shall give at least seven (7) days advance notice in writing to the District of the person's intention to perform such construction and immediate notice upon exposure or contact with such system.
- b. At its option, the District may elect to perform the removal, raising, lowering or other construction on the District's drainage system that is necessitated by the street construction. Prior to the District performing the construction on its drainage system, the person requiring the street construction shall pay the District a reasonable deposit, as

determined by the District, in an amount not to exceed the estimated cost of the District's construction. The costs shall include an administrative fee, which shall be ten per cent (10%) of the actual construction costs, up to a maximum of One Hundred Dollars (\$100). When the District completes its construction, the District shall refund that portion, if any, of the deposit, which exceeds the actual costs of construction and the person requiring the construction, shall pay the amount, if any, by which the actual costs of construction exceed the deposit.

- c. The person performing the street construction shall be liable for any damage to the District drainage system resulting from the street construction or from the person's construction on the District drainage system.

### **3.07 Standards**

All procedures, design, work, materials, capacities, facilities and other improvements shall be based on the applicable provision of the latest revisions of State and Local regulations and generally accepted standards of drainage practice insofar as deemed appropriate by the District considering the conditions and where not in conflict with District Standards. Such regulations and standards are included in but not necessarily limited to the following references:

Sacramento County Drainage Improvement and Construction Standards  
Uniform Plumbing Code  
Uniform Building Code

### **3.08 District Ownership and Control**

The portion of the drainage system, which is located in the District's right of way or in easements, shall be under the exclusive control of the District and owned, managed, and/or operated under the direction of the General Manager. (Amended by Ordinance 88-6)

### **3.09 Private Drainage Systems**

The owner shall be responsible for the proper operation and maintenance of the owner's private drainage facilities and for any damages to the District's drainage system or loss of property resulting from such operation and maintenance.

### **3.10 Inspection of Privately Owned Drainage System**

An owner's private drainage system shall be open for inspection at all reasonable times to a representative of the District. However, except in cases of emergency, before a District representative enters an owner's premises for the purpose of inspecting non-District owned facilities, the District shall obtain the owner's or occupant's consent, or the District shall give 24-hour advance notice, in writing, to the owner or occupant of the District's intention to enter and inspect the private drainage system.

### **3.11 Interference with District Employees**

Except as provided in Section 3.10 hereof, it shall be unlawful for any persons to interfere, seek or cause to interfere with the inspection, installation, removal, maintenance, or other lawful activity by the General Manager or the General Manager's authorized representative, of any part of the drainage system owned by the District.

### **3.12 Contractors Hired by the District**

Portions of this Chapter may be waived for persons hired by the District to construct any part of the District's drainage system.

### **3.13 Pre-existing Conditions**

Non-conforming physical conditions existing as of the effective date of this Ordinance, which have the potential of creating a public hazard and/or nuisance, shall be deemed to be a violation of this Ordinance. The owner shall be allowed a grace period of three (3) months from the effective date of this ordinance within which to correct the violation or to obtain a District permit to allow the non-conforming violation to remain. If a permit is not issued or the non-conforming violation is not corrected within the grace period, the District may correct the violation at the owner's sole cost.

### **3.14 Variance**

Notwithstanding Section 3.13 of this Ordinance, the District General Manager shall have the authority to extend the grace periods set forth in Section 3.13 and/or to authorize the nonconforming violation to remain. A District customer has the right to appeal the General Manager's granting or denial of a variance to the Board of Directors. (Added by Ordinance 88-6)

## **SECTION 4.00 Connection to and Construction of Drainage Facilities**

### **4.01 In General**

Nothing in this Chapter shall be construed as preventing or limiting the right of the District to require or undertake the preparation of engineering, economic, environmental or financing evaluations from any person requesting drainage service from the District, which service necessitates the installation of drainage facilities, and thereafter to require the construction of such facilities as a condition of service, all without cost to the District.

### **4.02 Financial Responsibility for Installation of Drainage Facilities**

An applicant who installs or causes to be installed any part of the District drainage facilities shall be financially liable for the costs of the installation and all incidents thereof.

### **4.03 Relocation of Drainage Facilities at Owner's Request**

Upon an owner's written request, drainage facilities may be relocated by the District, provided that the relocation, in the opinion of the General Manager, is not detrimental to the District's drainage system. The cost of the relocation shall be borne by the owner and shall be payable in advance to the District. The cost of the relocation shall include the applicable costs and fees for all construction (if the construction is performed by persons hired by the District), design, installation, inspection, administration, overhead, and any other necessary, related expenses.

### **4.04 District's Studies**

The District shall have the right to require or undertake the preparation of engineering, economic, environmental, or financial evaluations, at the applicant's sole cost, of any request for District drainage service when such service may necessitate the installation of drainage facilities or additions to the District drainage system.

### **4.05 Plans**

- a. Each application for a permit for which installation of drainage facilities is necessary shall be accompanied by four sets of plans and specifications for the installation.
- b. The submitted plans and specifications shall remain the exclusive property of the District.
- c. The General Manager shall determine the adequacy of the proposed drainage facilities as to size, type and quality of materials and as to the location of facilities to serve the proposed development including off-tract pipelines and other appurtenances. The District shall have the authority to require the applicant to submit revised plans consistent with District standards.
- d. When the District is satisfied that the work proposed by the plans is proper and the plans are sufficient, it shall authorize the issuance of a permit subsequent to the applicant's payment of all applicable fees, charges, and deposits. The General Manager shall certify in writing that the plans and specifications submitted conform to District standards.

#### **4.06 Easements and Right-of-Ways**

- a. Any applicant who installs or proposes to install District drainage facilities shall furnish the District all necessary easements and rights of-way for such facilities and the subsequent operation and maintenance thereof.
- b. If the applicant cannot furnish the necessary easements and right-of-ways, the District may, at its sole option, acquire such easements and right-of-ways, subsequent to the applicant's payment to the District of all funds necessary to cover the District's cost of such acquisition.
- c. Until the necessary easements and right-of-ways have been properly executed and recorded, the District shall not approve any plans for drainage facilities to be constructed across the property of another. The District shall not accept for District use any such drainage facilities and no person shall place into use any such facilities.
- d. If an easement is required for the extension of the drainage system or the making of connections, the applicant shall procure at its expense and have accepted by the Board a proper easement or grant of right-of-way having a minimum width of fifteen feet, sufficient to allow the laying and maintenance of such extension or connection.

#### **4.07 Performance Bond**

The applicant shall post a surety bond, cash or other security satisfactory to the District to guarantee the faithful performance of any agreement for the applicant's construction of the drainage facilities. The surety bond, cash or security shall be in the sum of one hundred percent (100%) of the estimated cost of the work, or in such other reasonable sum as may be fixed by the District. The surety bond, cash or security shall, in addition to guaranteeing the faithful performance of the work; guarantee the maintenance of the portion of the drainage facilities constructed by the applicant for a period of one year following the District's written acceptance of the work.

#### **4.08 Liability**

The District and its officers, agents and employees shall not be liable for any injury or death of any person or damage to any property arising, during, or stemming from the performance of any work by an applicant. The applicant shall be answerable for, indemnify and hold harmless, the District and its officers, agents and employees, including all costs, expenses, attorney's fees and other fees and interest incurred in defending the same or in seeking to enforce this provision. The applicant shall be



solely liable for any defects in the performance of the applicant's work or for any failure, damage, injury, claim or loss, which may develop therefrom.

#### **4.09 Dedication Requirements**

An offer of dedication of the drainage facilities, excluding any private drainage lines, shall be included in any application for a permit. The District shall not accept for dedication any portion of the drainage facilities, which are not constructed in conformity with the requirements of the drainage facility agreement, if any, and of this Chapter.

#### **4.10 As Built Plans**

Two (2) sets of blue line prints and one set of reproducible drawings delineating as built drainage lines and appurtenances shall be filed with the District prior to, and as a condition of, the District's approval and acceptance of construction by an applicant. No certificate of final inspection shall be issued until such prints and drawings are filed.

#### **4.11 Inspection**

- a. The District shall have the right to inspect all work during and subsequent to its construction. When the construction is completed, the work must be inspected and approved by the District before newly constructed drainage facilities may be connected to the District's drainage system.
- b. No construction shall be covered at any time unless it has been inspected and approved by the District. No facilities shall be connected to the District's drainage system unless the District has performed tests indicating the new construction is satisfactory and the facilities have been cleaned of all debris accumulated from construction operations.
- c. The applicant shall give the District at least forty-eight hours advance notice, Saturdays, Sundays, and holidays excluded, of when it wishes the District to perform an inspection. If work is inspected and deemed inadequate, the District shall so notify the applicant in writing and identify the deficiencies in the project.

#### **4.12 Certificate of Final Inspection and Completion**

When the District determines that all work done under the permit and drainage facility extension agreement, if any, has been constructed according to, and meets the requirements of all applicable provisions of this Chapter, the agreement and other District rules and regulations, and when all fees have been paid, the Manager, subject to any procedure, which may be adopted by the Board, shall authorize the issuance of a Certificate of Final Inspection and Completion.

#### **4.13 Ownership Upon Dedication**

When the Certificate of Final Inspection and Completion is issued, the District shall accept the Offer of Dedication and authorize the connection of the new drainage facilities. Upon connection to the District's drainage system, the new drainage facilities, excluding private drainage lines, shall become the exclusive property of the District.

#### **4.14 Installation of Private Drainage System**

The owner shall, at the owner's own expense, install according to District standards, the owner's private drainage system. The private drainage system shall remain the sole property of the owner.

**4.15 District Construction Standards**

All work performed on installing any portion of the drainage system and all acts, including design and construction relating thereto, shall comply with the District standard specifications. Copies of the standards are on file with the District office.

**4.16 Persons Authorized to Perform Work on District Drainage System**

- a. Only validly licensed contractors are authorized to perform work on the District's drainage system, including connections thereto. All terms and conditions of the permit issued by the District to the applicant shall be binding on the applicant's contractor.
- b. At the District's option, system extensions and connections thereto shall be performed either by the District or persons hired thereby or under the supervision of District employees by licensed contractors retained by the applicant.
- c. When the District determines that any installation or connection shall be performed by the District, the applicant shall pay, in advance, an amount of funds as determined by the District to be equal to the approximate District cost of construction and other necessary expenses. Upon completion of construction, the District shall refund the excess, if any, of the funds paid by the applicant or, if applicable, the applicant shall pay the amount, if any, by which the actual costs exceeded the applicant's deposit.

**4.17 Connection to District Drainage System**

Connection into the drainage system shall be made in accordance with the District's standard drawings and specifications and at the applicant's expense. The connection to the drainage system shall be made in the presence of a District inspector and under the inspector's supervision and direction. Any damage to the drainage system shall be repaired in conformance with District standard specifications at the applicant's sole cost.

**SECTION 5.00 Drainage Facility Extensions**

**5.01 Drainage Facility Extension**

Any person requesting drainage service from the District, which necessitates an extension of the District's drainage system, shall apply to the District for a drainage facility extension agreement on the forms prescribed by the District.

**5.02 Formation of an Assessment District**

At the District's sole option, the District may utilize any statutory or other procedures concerning assessment districts to finance construction of the drainage facility extension and related appurtenances.

**SECTION 6.00 Permits and Fees**

**6.01 Permit Required**

No persons other than those specifically permitted by this Chapter, shall uncover or cause to be uncovered, construct or cause to be constructed, use or cause to be used, alter or cause to be altered, or connect to or cause to be connected to, any District drainage facility or other portion of the



drainage system owned by the District without first obtaining a permit from the District, paying the applicable fees, and complying with all other applicable provisions of this Chapter.

**6.02 Application for Permit**

Any person legally entitled to apply for and receive a permit shall make application for a permit on forms provided by the District for that purpose. Any applicant shall describe the proposed construction and location, ownership, occupancy, and use of the premises in connection therewith. The General Manager may require, in addition to the information specified, any additional information from the applicant, which will enable the General Manager to determine that the proposed connection complies with the provisions of this Chapter.

**6.03 Payment of Fees and Charges**

No permit shall be issued until all fees and charges as established by the Board in connection therewith are paid to the District.

**6.04 Applicant's Agreement to Comply with Code**

The applicant's signature on an application for a permit or the applicant's acceptance of any permit shall constitute an agreement by the applicant to comply with all the provisions, terms and requirements of the District's Drainage Code, with all other rules and regulations of the District, and with the plans and specifications the applicant has filed, together with such corrections or modifications, if any, as may be permitted or required by the District in writing. This agreement shall be binding upon the applicant and the applicant's successors in interest and may be altered only by the District in writing upon the applicant's written request.

**6.05 Time Limits on Permits**

If work under a permit is not commenced within six (6) months from the date of issuance of the permit or if, after commencing, the work be discontinued for a period of one (1) year, the permit shall become void and no further work shall be undertaken until a new permit shall have been secured and a new fee paid therefore at applicable rates then in effect.

**6.06 Permit Consistency**

The District shall not grant a permit if the permit will authorize work or activity, which is inconsistent with the Storm Drainage and Flood Control Master Plan, which has been adopted by the District.

**6.07 Compliance with Permit**

After the District's approval of the application, as evidenced by the District's issuance of a permit, the applicant shall make no change in the location of the drainage facilities, the grade, materials, or other details from those described in the plans on which the permit is based or as shown in the plans and specifications for which the permit was issued, except with the prior written permission of the General Manager.

**6.08 Unauthorized Usage of Permit**

- a. Upon prior written approval of the District, a person to whom a permit has been issued may transfer a permit to another person solely for the same use and premises for which the permit was issued, subject to all terms and conditions under which the permit was issued. The transferee shall meet all requirements of the District relating to the transfer.

- b. Usage of a permit for premises other than the premises for which the permit was issued shall be an unauthorized usage and shall render the permit void and invalid.
- c. A person engaging in an unauthorized usage of the permit shall apply to the District for an appropriate permit. If the District issues the permit, the applicant shall pay the appropriate current fees and charges.

**6.09 Person's Excluded From this Section**

The provisions of this Section 6.00 may be waived by the District for contractors constructing drainage facilities or improvements under contract with the District, or under contract awarded by the District under proceedings pursuant to any of the special procedure statutes of the State providing for the construction of drainage facilities and the assessing of the expenses thereof against the lands benefited thereby.

**6.10 Plan Checking**

No permit shall be issued until the District has checked and approved the plans in accordance with the applicable provisions of this Chapter.

**6.11 Additional Permits**

The District's issuance of a permit does not relieve the applicant from the responsibility to obtain all other local, state, or federal approvals or permits, including encroachment permits and rights of entries from private entities, prior to initiating the work. The applicant shall have sole responsibility for determining the necessity for compliance with the regulations of all other regulatory agencies.

**SECTION 7.00 Rates and Charges**

**7.01 Drainage Charges**

Drainage charges for operation and maintenance of the District's system shall be as set forth in Chapter 16A, Section 3.00. (Amended by Ordinance 2020-02)

**SECTION 8.00 Prohibited Use of Drainage System**

**8.01 Protection of Waterways**

Every person, firm, corporation, or public agency through whose property a waterway exists, shall keep the same free from rubbish and temporary or permanent obstacles which will prevent, change, or retard the flow of the water, unless a permit to alter such waterway has been obtained pursuant to the terms of this Chapter.

**8.02 Wastes Prohibited into Drainage System**

No person shall discharge or cause to be discharged any of the following wastes to any part of the drainage system:

- a. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive solid, liquid or gas.
- b. Any waste containing toxic or poisonous solids, liquids, or gases in sufficient quantity either singly or by interaction with other wastes, to constitute a hazard to humans, or create a public nuisance.

- c. Any waste having a pH lower than 5.5 or having any other corrosive property capable of causing damage or hazard to structures, equipment, or personnel of the District or creating a hazard or public nuisance.
- d. Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in the drainage system, or other interference with the proper operation of the drainage system, such as, but not limited to, rubbish, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, disposable diapers, feathers, tar, plastics, wood, un-ground garbage, paper dishes, cups, containers, etc.

### **8.03 Prohibition Against Certain Acts Without a Permit**

It shall be unlawful for any person, firm, corporation, or public agency to do, or cause to be done, any of the following, without having first secured a permit from the District:

- a. Construct, place or maintain any structure, obstruction or fill which will retard or obstruct the flow of water within a waterway, upon a levee, or upon or between the banks of a waterway; or construct, place, or maintain any structure, obstruction or fill over, upon or within any property in which the District owns an easement or fee simple interest.
- b. Excavate upon a levee or a waterway.
- c. Deposit rubbish upon a levee or a waterway.
- d. Construct or place any outlet for discharging drainage waters to or within a waterway.
- e. Plant or install any object or plant any form of flora (other than grasses or annual crops) within a waterway.
- f. To trespass in any manner, whatsoever, including the driving of vehicles, on any property in which the District owns a fee simple interest or easement therein for drainage purposes.
- g. To construct or place any building, structure, or other improvement, or place any trailer, mobile home, or similar vehicle, on any land subject to flooding.
- h. Construct within the 100-year Floodplain any encroachment, fill, new construction, substantial improvements or other development, which increases the 100-year flood elevation.

### **8.04 Grading and Soil Erosion**

No person shall cause or allow to be caused grading and soil erosion within the District, which results in the creation of an unlawful encroachment on other property, a public nuisance or hazard to vehicular traffic or to the safe operation of the drainage system. Excavation, grading, or the placement of fill material on or within any property so that dirt or debris may be washed, eroded, or moved from the property by natural or artificial means shall be prohibited.

Any grading or soil erosion activities that obstructs, impedes, or interferes with the natural flow of storm, flood, or surface waters, whether unconfined upon the surface of the land within land depressions or natural drainage ways, within unimproved channels or watercourses or within improved ditches, channels or conduits, shall be prohibited.

Grading activities within the District shall incorporate District approved temporary and permanent erosion control measures to minimize the potential for soil erosion that can result in encroachments, nuisances, and hazards.

The owner of the land on which the grading and soil erosion activities originate that result in an encroachment, nuisance, or hazard shall be responsible to abate the encroachment, nuisance, or hazard upon receipt of notice in writing from the District within the period specified in the notice. If the owner fails to abate the encroachment, nuisance, or hazard within the specified period, the District will undertake the abatement at the sole cost of the owner.

#### **8.05 Surface Drainage**

No person shall obstruct, impede or retard the flow of water across the surface of the land in such a way as to create a nuisance or hazard on any public or private lands.

### **SECTION 9.00 Collection of Rates and Enforcement Provisions**

#### **9.01 Collection of Charges for Drainage and Other Services**

The periodic charges imposed by this Chapter may be collected together with charges for any other utility service supplied by the District. If all or any part of the bill is not paid, the District may discontinue any or all of the service for which the bill is rendered in the manner herein provided. The District may take the actions authorized by this Section 9.00 or otherwise authorized by law to collect a delinquent bill for service for up to three years from the date of the delinquent bill for service.

~~The periodic charges imposed by this Chapter may be collected together with charges for any other utility service supplied by the District. If all or any part of the bill is not paid, the District may discontinue any or all of the service for which the bill is rendered in the manner herein provided. The District may take the actions authorized by this Section 9.00 or otherwise authorized by law to collect a delinquent bill for service for up to three years from the date of the delinquent bill for service.~~

#### **9.02 Billing**

All drainage service accounts may be billed monthly.

#### **9.03 Persons Billed**

The District shall bill the property owner directly for all drainage services provided to the owner's premises.

#### **9.04 Due Date**

Bills for drainage service are due and payable when mailed.

#### **9.05 Delinquency**

A bill for service is delinquent if not paid and received at the Rancho Murieta Community Services District office by the 25<sup>th</sup> day of the month following the month in which the bill was mailed. (Amended by Ordinance 98-3)

#### **9.06 Delinquencies - Basic Penalty**

a. A one-time basic penalty of ten percent (10%) shall be added to each delinquent bill for the first month the bill is delinquent. (Amended by Ordinance # 96-3)

- b. After levying the basic penalty provided in Section 9.06 (a), the District shall thereafter levy an additional penalty of one-half percent (.5%) per month to all delinquent charges and basic penalties remaining unpaid, until and unless the Board requests the County Auditor to include the amount of all delinquent rates, charges and penalties on the bills for taxes levied against the appropriate premises as set forth in Section 9.09. (Amended by Ordinance 96-3)

#### **9.07 Payment of Part of Delinquency**

Monies paid where any portion of an account is delinquent shall first be credited to the delinquent portion of the bill and then to the current billing.

#### **9.08 Liens**

Unpaid drainage service charges imposed by this Chapter, when recorded as a lien with Sacramento County, shall constitute a lien upon the parcel of real property to which the drainage service was supplied. The District shall include a statement on its bills to the effect that any drainage service charges and penalties thereon remaining unpaid shall, when recorded, constitute a lien on the parcel to which the drainage service was supplied. The District may from time to time compile lists of such delinquent charges and record them with the County Recorder as liens, provided that the District shall first have given notice to the customer.

#### **9.09 Collection of Delinquent Charges with Taxes**

All rates, charges, penalties and interest, which remain delinquent, may be collected in the same manner as the general taxes for the District for the forthcoming year, provided that the District shall first have given the customer notice and an opportunity to be heard as provided by law. After delinquent amounts have been turned over to the County Auditor for collection, no payment shall be received by the District on the delinquent amounts except as collected by the County Tax Collector.

#### **9.10 Adjustment of Bills**

At the request of a customer or at the General Manager's discretion, the General Manager may correct any erroneous bill provided for in this Chapter for up to four years from the date of the erroneous bill for service-adjust or grant rebates from the rates or fees provided in this Chapter in the event of a dispute relating to a charge to a customer; provided, however, that the customer request must be filed no later than four years from the date of payment of the disputed bill and that all parties affected shall have a right to appeal the Manager's determination to the Board of Directors within fifteen (15) days of the date of the Manager's decision. The decision of the Board of Directors thereon shall be final and binding on all parties. The District shall pay interest on the refunded amount at a rate of 3% per year calculated from the payment of the disputed bill or the date of the refund claim, whichever is later.

The General Manager may adjust or grant rebates refunds from the rates or fees provided in this Chapter in the event of a dispute relating to a charge to a customer; provided, however, that the customer request must be filed no later than four years from the date of payment of the disputed bill and that all parties affected shall have a right to appeal the Manager's determination to the Board of Directors within fifteen (15) days of the date of the Manager's decision. The decision of the Board of Directors thereon shall be final and binding on all parties. The District shall pay interest on the refunded amount at a rate of 3% per year calculated from the payment of the disputed bill or the date of the refund claim, whichever is later.

### **SECTION 10.00 Enforcement, Disconnection and Restoration of Service**

#### **10.01 Enforcement**

The General Manager shall enforce the provisions of this Chapter and, for such purpose, shall have the powers of a peace officer, if deputized or if authorized by law.



**10.02 Violation of Chapter**

In the event of a violation of any laws, ordinances, rules or regulations of the State of California, the County of Sacramento or the District, respecting the subject matter contained herein, the District shall notify in writing the person or persons causing, allowing, or committing such violation and the General Manager shall have the authority to disconnect any District service from the property served by District facilities, in the manner set forth herein.

**10.03 Settling Disputes**

The General Manager is hereby authorized to review disputes pertaining to any matters for which service may be disconnected and to adjust errors and settle disputes pertaining to such matters.

**10.04 Restoration of Service**

When service under this Chapter has been disconnected for any reason, the service shall not be restored until all unpaid sums are paid in full, plus all District expenses for disconnecting and restoring the service, plus a twenty-five-dollar (\$25) restoration fee.

**10.05 Recovery of Costs**

In the event that the District is required to bring legal action to enforce any provision of this Chapter, including but not limited to the collection of delinquent fees and charges, the District shall be entitled to recover its reasonable attorney's fees, interest, and other costs of suit.

**10.06 Means of Enforcement Only**

The District hereby declares that the foregoing procedures are established as a means of enforcement of the terms and conditions of its ordinances, rules and regulations, and not as a penalty.

**10.07 Cumulative Remedies**

All remedies set forth herein for the collection and enforcement of rates, charges, and penalties are cumulative and may be pursued alternatively, concurrently, or consecutively.

**10.08 Misdemeanor**

A violation of any provision of this Chapter is a misdemeanor, punishable by a fine not to exceed Five Hundred Dollars (\$500) or by imprisonment in the County Jail not to exceed six (6) months, or both. Each and every day, or part of a day that a violation of the Chapter continues, shall be deemed a separate offense hereunder and shall be punishable as such.

**10.09 Waiver**

Non-enforcement of any provisions of the Chapter by the District shall not constitute waiver by the District of any action, inaction, facility or similar matter, which is inconsistent with this Drainage Chapter. (Added by Ordinance 88-6)

**SECTION 11.00 Severability**

**11.01 Severability**

The Board hereby declares that it would have passed this ordinance and thereby adopted this Chapter, or any section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared to be unconstitutional.

If any section, subsection, sentence, clause or phrase of the ordinance or the application thereof to any person or circumstance is for any reason held unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Chapter or the application of such provisions to other persons or circumstances.

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# **RANCHO MURIETA COMMUNITY SERVICES DISTRICT**

DISTRICT CODE  
CHAPTER 16

## **THE DRAINAGE CODE**

INSTALLATION AND USE OF THE  
DISTRICT STORM DRAINAGE SYSTEM



Amended March 15, 2023  
By Ordinance 2023-01

## TABLE OF CONTENTS

<b>SECTION 1.00 General Provisions</b> .....	5
1.01 Title .....	5
1.02 Scope of Service.....	5
1.03 Requirements for Service .....	5
1.04 Intent .....	5
<b>SECTION 2.00 Definitions</b> .....	5
2.01 Applicant.....	5
2.02 Board .....	5
2.03 District .....	5
2.04 District Engineer.....	5
2.05 District Drainage System .....	6
2.06 Drainage System.....	6
2.07 Flat Rate Service .....	6
2.08 Floodplain .....	6
2.09 Floodway .....	6
2.10 Grading .....	6
2.11 Levee .....	6
2.12 General Manager .....	6
2.13 Permits .....	6
2.14 Private Drainage Lines.....	6
2.15 Private Drainage System .....	7
2.16 Rubbish .....	7
2.17 Structure .....	7
2.18 Waterway.....	7
2.19 100-Year Flood.....	7
<b>SECTION 3.00 General Policy</b> .....	7
3.01 General Policy of Operating System .....	7
3.02 District's Responsibility for System .....	8
3.03 Access to District Owned Property .....	8
3.04 Prohibited Obstructions .....	8
3.05 Delegation of Authority.....	8
3.06 Street Work.....	8
3.07 Standards .....	9
3.08 District Ownership and Control.....	9
3.09 Private Drainage Systems .....	9
3.10 Inspection of Privately Owned Drainage System .....	9
3.11 Interference with District Employees.....	9
3.12 Contractors Hired by the District .....	9
3.13 Pre-existing Conditions.....	10
3.14 Variance .....	10
<b>SECTION 4.00 Connection to and Construction of Drainage Facilities</b> .....	10
4.01 In General.....	10
4.02 Financial Responsibility for Installation of Drainage Facilities.....	10
4.03 Relocation of Drainage Facilities at Owner's Request.....	10
4.04 District's Studies .....	10
4.05 Plans .....	10

4.06	Easements and Right-of-Ways .....	11
4.07	Performance Bond .....	11
4.08	Liability .....	11
4.09	Dedication Requirements .....	12
4.10	As Built Plans .....	12
4.11	Inspection .....	12
4.12	Certificate of Final Inspection and Completion .....	12
4.13	Ownership Upon Dedication.....	12
4.14	Installation of Private Drainage System.....	12
4.15	District Construction Standards.....	13
4.16	Persons Authorized to Perform Work on District Drainage System.....	13
4.17	Connection to District Drainage System.....	13
<b>SECTION 5.00 Drainage Facility Extensions .....</b>		<b>13</b>
5.01	Drainage Facility Extension .....	13
5.02	Formation of an Assessment District .....	13
<b>SECTION 6.00 Permits and Fees.....</b>		<b>13</b>
6.01	Permit Required .....	13
6.02	Application for Permit.....	14
6.03	Payment of Fees and Charges.....	14
6.04	Applicant's Agreement to Comply with Code.....	14
6.05	Time Limits on Permits .....	14
6.06	Permit Consistency .....	14
6.07	Compliance with Permit .....	14
6.08	Unauthorized Usage of Permit.....	14
6.09	Person's Excluded From this Section .....	15
6.10	Plan Checking .....	15
6.11	Additional Permits.....	15
<b>SECTION 7.00 Rates and Charges .....</b>		<b>15</b>
7.01	Drainage Charges .....	15
<b>SECTION 8.00 Prohibited Use of Drainage System .....</b>		<b>15</b>
8.01	Protection of Waterways .....	15
8.02	Wastes Prohibited into Drainage System .....	15
8.03	Prohibition Against Certain Acts Without a Permit .....	16
8.04	Grading and Soil Erosion.....	16
8.05	Surface Drainage.....	17
<b>SECTION 9.00 Collection of Rates and Enforcement Provisions .....</b>		<b>17</b>
9.01	Collection of Charges for Drainage and Other Services.....	17
9.02	Billing .....	17
9.03	Persons Billed .....	17
9.04	Due Date .....	17
9.05	Delinquency.....	17
9.06	Delinquencies - Basic Penalty .....	17
9.07	Payment of Part of Delinquency .....	18
9.08	Liens .....	18
9.09	Collection of Delinquent Charges with Taxes .....	18
9.10	Adjustment of Bills .....	18

**SECTION 10.00 Enforcement, Disconnection and Restoration of Service .. 18**  
10.01 Enforcement ..... 18  
10.02 Violation of Chapter..... 18  
10.03 Settling Disputes ..... 18  
10.04 Restoration of Service..... 19  
10.05 Recovery of Costs ..... 19  
10.06 Means of Enforcement Only ..... 19  
10.07 Cumulative Remedies ..... 19  
10.08 Misdemeanor ..... 19  
10.09 Waiver ..... 19  
11.01 Severability ..... 19

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**DISTRICT CODE  
CHAPTER 16**

**POLICIES AND REGULATIONS FOR THE INSTALLATION AND USE OF  
THE DISTRICT STORM DRAINAGE SYSTEM**

**SECTION 1.00 General Provisions**

**1.01 Title**

This Chapter shall be known as the "Drainage Chapter" and may be cited as such.

**1.02 Scope of Service**

To receive all storm runoff water and convey it to areas that will accept it in such a manner so as to minimize the loss of life and property and to minimize inconvenience to the public that may result from flooding within or around the District.

**1.03 Requirements for Service**

The provisions of this ordinance shall apply to drainage and service in, upon or affecting the territory of the Rancho Murieta Community Services District, and the design, construction, alteration, use, and maintenance of waterways, including drainage channels, ditches, pipes, manholes, lakes, and all system appurtenances; the issuance of permits and the collection of fees therefore; fees to pay for the cost of checking plans, inspecting construction, and making record plans of the drainage facilities permitted hereunder; providing penalties for violation of any of the provisions hereof and all other necessary or related matters.

**1.04 Intent**

The purpose of this Drainage ordinance is to set forth-certain rules and regulations by which the District will provide an effective and efficient storm drainage system so as to protect the life and property of and to minimize inconvenience to District residents. (Added Ordinance 88-6)

**SECTION 2.00 Definitions**

For the purposes of this chapter, the following terms shall have the following meanings unless the context clearly indicates otherwise.

**2.01 Applicant**

Applicant shall mean the owner, or the agent of the owner, of the property for which drainage service or other consideration is being requested.

**2.02 Board**

Board shall mean the Board of Directors of the Rancho Murieta Community Services District.

**2.03 District**

District shall mean the Rancho Murieta Community Services District.

**2.04 District Engineer**

District Engineer shall mean the District Engineer of Rancho Murieta Community Services District, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

**2.05 District Drainage System**

District Drainage System shall mean any drainage system that is owned, operated and/or maintained by the District within a District right-of-way or easement, excluding surface drainage of private streets and roads.

**2.06 Drainage System**

Drainage System shall mean the system of waterways, ditches, channels, pipes, lakes, and appurtenances, which collects and conveys storm water runoff to the point of discharge.

**2.07 Flat Rate Service**

Flat Rate Service shall mean the provision of the drainage service either directly or indirectly from the property owner's property to the point of discharge at a fixed periodic charge.

**2.08 Floodplain**

Floodplain shall mean the area adjoining a river, stream, or waterway, which is subject to periodic inundation by floodwaters.

**2.09 Floodway**

Floodway shall mean the main channel of a waterway, which is reasonably required to carry and discharge the storm flow.

**2.10 Grading**

Grading shall include the act or result of digging, excavating, transporting, spreading, depositing in an embankment or fill, compacting or settling, or shaping of surfaces and slopes in excavations and on embankments; back filling of trenches, pits, ditches, and other excavations or natural depressions; and other operations performed by or controlled by human activity involving the physical movement of rock or soil.

**2.11 Levee**

Levee shall mean an elongated mound of dirt or earth paralleling and adjacent to the outer edges of a waterway.

**2.12 General Manager**

General Manager shall mean the General Manager of the Rancho Murieta Community Services District.

**2.13 Permits**

Permits shall mean the District's written approval or authorization for an action. A permit may only be issued by the District upon completion of the appropriate District application form for the action sought, payment of all applicable fees, charges, and compliance with applicable ordinances, rules and regulations, as well as local, state and federal laws.

**2.14 Private Drainage Lines**

Shall mean those lines owned by the property owner that is for his own use and no District funds were used to construct or maintain them.

**2.15 Private Drainage System**

Private Drainage System shall mean any drainage system on private land(s), including homeowner association common areas and streets, golf courses, and driving ranges, that solely provides drainage service from the private land(s) to the point of connection or discharge into a District drainage system.

**2.16 Rubbish**

Rubbish shall mean any substance, which is not readily soluble in water except naturally occurring grasses, weeds and riparian growth.

**2.17 Structure**

Structure shall mean anything constructed upon or attached permanently or temporarily to the land, or which has its foundation or means of support upon, under, or within the surface of the earth, including but not limited to any building, dam, wall, crib wall, bulkhead, pipe, conduit, pole, or fence.

**2.18 Waterway**

Waterway shall mean a river, stream, creek, watercourse, or channel, having a defined bed and banks, and includes any conduit or pipe in which water does or may flow. A waterway includes any property in which the District owns a fee simple interest or easement therein for drainage purposes. Whenever a waterway consists of an ordinary channel and in addition thereto, an overflow channel, the waterway shall be deemed to include all property lying between the banks of the overflow channel.

**2.19 100-Year Flood**

100 Year Flood shall mean a flood having a one percent (1%) statistical chance of being equaled or exceeded in any given year.

**SECTION 3.00 General Policy**

**3.01 General Policy of Operating System**

The District shall operate and maintain the drainage system in an efficient and economical manner and supply a drainage service of acceptable quality as fairly and equitably as possible. The charges to be made for this service shall be set at rates necessary to enable the District to recover all costs of supplying drainage service to the complete area of the District including, but not limited to, the costs for the following:

- a. Power costs
- b. Customer service
- c. Administration
- d. Operation and maintenance
- e. Overhead
- f. Debt service
- g. Charges and assessments in lieu of taxes
- h. Engineering and legal expenses



- i. All other necessary and appropriate expenses

**3.02 District's Responsibility for System**

The District shall be responsible for the operation and maintenance of the District drainage system, which shall include but not be limited to:

- a. Culverts
- b. Man-made channels
- c. Pipes
- d. Catch basins below the grate on private streets
- e. Manholes
- f. Channels
- g. Pump Stations
- h. Floodways of waterways
- i. All other appropriate facilities

**3.03 Access to District Owned Property**

The District shall have access to all District drainage facilities at any reasonable hour of the day or night to perform any duties that may be required to prevent damage or flooding.

**3.04 Prohibited Obstructions**

Without District approval no person shall cause any type of obstruction affecting any part of the drainage facilities. Any structure placed in, over, around, through, or under any drainage pipe, channel, ditch or lake must have the Rancho Murieta Community Services District's approval before any construction is allowed to begin. Upon written request by the Manager, any such obstruction will immediately be removed by the violator at no expense to the District or it will be removed by the District at the violator's expense and shall not be replaced.

**3.05 Delegation of Authority**

The General Manager shall have the authority to delegate the performance of any of the Manager's responsibilities to any District employee or independent contractor.

**3.06 Street Work**

- a. When a person who opens, grades, excavates, fills or does other street construction, deems it necessary to expose, remove, raise, lower or otherwise affect any portion of the drainage system owned by the District, the person performing such street construction shall give at least seven (7) days advance notice in writing to the District of the person's intention to perform such construction and immediate notice upon exposure or contact with such system.
- b. At its option, the District may elect to perform the removal, raising, lowering or other construction on the District's drainage system that is necessitated by the street construction. Prior to the District performing the construction on its drainage system, the person requiring the street construction shall pay the District a reasonable deposit, as

determined by the District, in an amount not to exceed the estimated cost of the District's construction. The costs shall include an administrative fee, which shall be ten per cent (10%) of the actual construction costs, up to a maximum of One Hundred Dollars (\$100). When the District completes its construction, the District shall refund that portion, if any, of the deposit, which exceeds the actual costs of construction and the person requiring the construction, shall pay the amount, if any, by which the actual costs of construction exceed the deposit.

- c. The person performing the street construction shall be liable for any damage to the District drainage system resulting from the street construction or from the person's construction on the District drainage system.

### **3.07 Standards**

All procedures, design, work, materials, capacities, facilities and other improvements shall be based on the applicable provision of the latest revisions of State and Local regulations and generally accepted standards of drainage practice insofar as deemed appropriate by the District considering the conditions and where not in conflict with District Standards. Such regulations and standards are included in but not necessarily limited to the following references:

Sacramento County Drainage Improvement and Construction Standards  
Uniform Plumbing Code  
Uniform Building Code

### **3.08 District Ownership and Control**

The portion of the drainage system, which is located in the District's right of way or in easements, shall be under the exclusive control of the District and owned, managed, and/or operated under the direction of the General Manager. (Amended by Ordinance 88-6)

### **3.09 Private Drainage Systems**

The owner shall be responsible for the proper operation and maintenance of the owner's private drainage facilities and for any damages to the District's drainage system or loss of property resulting from such operation and maintenance.

### **3.10 Inspection of Privately Owned Drainage System**

An owner's private drainage system shall be open for inspection at all reasonable times to a representative of the District. However, except in cases of emergency, before a District representative enters an owner's premises for the purpose of inspecting non-District owned facilities, the District shall obtain the owner's or occupant's consent, or the District shall give 24-hour advance notice, in writing, to the owner or occupant of the District's intention to enter and inspect the private drainage system.

### **3.11 Interference with District Employees**

Except as provided in Section 3.10 hereof, it shall be unlawful for any persons to interfere, seek or cause to interfere with the inspection, installation, removal, maintenance, or other lawful activity by the General Manager or the General Manager's authorized representative, of any part of the drainage system owned by the District.

### **3.12 Contractors Hired by the District**

Portions of this Chapter may be waived for persons hired by the District to construct any part of the District's drainage system.

### **3.13 Pre-existing Conditions**

Non-conforming physical conditions existing as of the effective date of this Ordinance, which have the potential of creating a public hazard and/or nuisance, shall be deemed to be a violation of this Ordinance. The owner shall be allowed a grace period of three (3) months from the effective date of this ordinance within which to correct the violation or to obtain a District permit to allow the non-conforming violation to remain. If a permit is not issued or the non-conforming violation is not corrected within the grace period, the District may correct the violation at the owner's sole cost.

### **3.14 Variance**

Notwithstanding Section 3.13 of this Ordinance, the District General Manager shall have the authority to extend the grace periods set forth in Section 3.13 and/or to authorize the nonconforming violation to remain. A District customer has the right to appeal the General Manager's granting or denial of a variance to the Board of Directors. (Added by Ordinance 88-6)

## **SECTION 4.00 Connection to and Construction of Drainage Facilities**

### **4.01 In General**

Nothing in this Chapter shall be construed as preventing or limiting the right of the District to require or undertake the preparation of engineering, economic, environmental or financing evaluations from any person requesting drainage service from the District, which service necessitates the installation of drainage facilities, and thereafter to require the construction of such facilities as a condition of service, all without cost to the District.

### **4.02 Financial Responsibility for Installation of Drainage Facilities**

An applicant who installs or causes to be installed any part of the District drainage facilities shall be financially liable for the costs of the installation and all incidents thereof.

### **4.03 Relocation of Drainage Facilities at Owner's Request**

Upon an owner's written request, drainage facilities may be relocated by the District, provided that the relocation, in the opinion of the General Manager, is not detrimental to the District's drainage system. The cost of the relocation shall be borne by the owner and shall be payable in advance to the District. The cost of the relocation shall include the applicable costs and fees for all construction (if the construction is performed by persons hired by the District), design, installation, inspection, administration, overhead, and any other necessary, related expenses.

### **4.04 District's Studies**

The District shall have the right to require or undertake the preparation of engineering, economic, environmental, or financial evaluations, at the applicant's sole cost, of any request for District drainage service when such service may necessitate the installation of drainage facilities or additions to the District drainage system.

### **4.05 Plans**

- a. Each application for a permit for which installation of drainage facilities is necessary shall be accompanied by four sets of plans and specifications for the installation.
- b. The submitted plans and specifications shall remain the exclusive property of the District.
- c. The General Manager shall determine the adequacy of the proposed drainage facilities as to size, type and quality of materials and as to the location of facilities to serve the proposed development including off-tract pipelines and other appurtenances. The District shall have the authority to require the applicant to submit revised plans consistent with District standards.
- d. When the District is satisfied that the work proposed by the plans is proper and the plans are sufficient, it shall authorize the issuance of a permit subsequent to the applicant's payment of all applicable fees, charges, and deposits. The General Manager shall certify in writing that the plans and specifications submitted conform to District standards.

#### **4.06 Easements and Right-of-Ways**

- a. Any applicant who installs or proposes to install District drainage facilities shall furnish the District all necessary easements and rights of-way for such facilities and the subsequent operation and maintenance thereof.
- b. If the applicant cannot furnish the necessary easements and right-of-ways, the District may, at its sole option, acquire such easements and right-of-ways, subsequent to the applicant's payment to the District of all funds necessary to cover the District's cost of such acquisition.
- c. Until the necessary easements and right-of-ways have been properly executed and recorded, the District shall not approve any plans for drainage facilities to be constructed across the property of another. The District shall not accept for District use any such drainage facilities and no person shall place into use any such facilities.
- d. If an easement is required for the extension of the drainage system or the making of connections, the applicant shall procure at its expense and have accepted by the Board a proper easement or grant of right-of-way having a minimum width of fifteen feet, sufficient to allow the laying and maintenance of such extension or connection.

#### **4.07 Performance Bond**

The applicant shall post a surety bond, cash or other security satisfactory to the District to guarantee the faithful performance of any agreement for the applicant's construction of the drainage facilities. The surety bond, cash or security shall be in the sum of one hundred percent (100%) of the estimated cost of the work, or in such other reasonable sum as may be fixed by the District. The surety bond, cash or security shall, in addition to guaranteeing the faithful performance of the work; guarantee the maintenance of the portion of the drainage facilities constructed by the applicant for a period of one year following the District's written acceptance of the work.

#### **4.08 Liability**

The District and its officers, agents and employees shall not be liable for any injury or death of any person or damage to any property arising, during, or stemming from the performance of any work by an applicant. The applicant shall be answerable for, indemnify and hold harmless, the District and its officers, agents and employees, including all costs, expenses, attorney's fees and other fees and interest incurred in defending the same or in seeking to enforce this provision. The applicant shall be

solely liable for any defects in the performance of the applicant's work or for any failure, damage, injury, claim or loss, which may develop therefrom.

#### **4.09 Dedication Requirements**

An offer of dedication of the drainage facilities, excluding any private drainage lines, shall be included in any application for a permit. The District shall not accept for dedication any portion of the drainage facilities, which are not constructed in conformity with the requirements of the drainage facility agreement, if any, and of this Chapter.

#### **4.10 As Built Plans**

Two (2) sets of blue line prints and one set of reproducible drawings delineating as built drainage lines and appurtenances shall be filed with the District prior to, and as a condition of, the District's approval and acceptance of construction by an applicant. No certificate of final inspection shall be issued until such prints and drawings are filed.

#### **4.11 Inspection**

- a. The District shall have the right to inspect all work during and subsequent to its construction. When the construction is completed, the work must be inspected and approved by the District before newly constructed drainage facilities may be connected to the District's drainage system.
- b. No construction shall be covered at any time unless it has been inspected and approved by the District. No facilities shall be connected to the District's drainage system unless the District has performed tests indicating the new construction is satisfactory and the facilities have been cleaned of all debris accumulated from construction operations.
- c. The applicant shall give the District at least forty-eight hours advance notice, Saturdays, Sundays, and holidays excluded, of when it wishes the District to perform an inspection. If work is inspected and deemed inadequate, the District shall so notify the applicant in writing and identify the deficiencies in the project.

#### **4.12 Certificate of Final Inspection and Completion**

When the District determines that all work done under the permit and drainage facility extension agreement, if any, has been constructed according to, and meets the requirements of all applicable provisions of this Chapter, the agreement and other District rules and regulations, and when all fees have been paid, the Manager, subject to any procedure, which may be adopted by the Board, shall authorize the issuance of a Certificate of Final Inspection and Completion.

#### **4.13 Ownership Upon Dedication**

When the Certificate of Final Inspection and Completion is issued, the District shall accept the Offer of Dedication and authorize the connection of the new drainage facilities. Upon connection to the District's drainage system, the new drainage facilities, excluding private drainage lines, shall become the exclusive property of the District.

#### **4.14 Installation of Private Drainage System**

The owner shall, at the owner's own expense, install according to District standards, the owner's private drainage system. The private drainage system shall remain the sole property of the owner.

**4.15 District Construction Standards**

All work performed on installing any portion of the drainage system and all acts, including design and construction relating thereto, shall comply with the District standard specifications. Copies of the standards are on file with the District office.

**4.16 Persons Authorized to Perform Work on District Drainage System**

- a. Only validly licensed contractors are authorized to perform work on the District's drainage system, including connections thereto. All terms and conditions of the permit issued by the District to the applicant shall be binding on the applicant's contractor.
- b. At the District's option, system extensions and connections thereto shall be performed either by the District or persons hired thereby or under the supervision of District employees by licensed contractors retained by the applicant.
- c. When the District determines that any installation or connection shall be performed by the District, the applicant shall pay, in advance, an amount of funds as determined by the District to be equal to the approximate District cost of construction and other necessary expenses. Upon completion of construction, the District shall refund the excess, if any, of the funds paid by the applicant or, if applicable, the applicant shall pay the amount, if any, by which the actual costs exceeded the applicant's deposit.

**4.17 Connection to District Drainage System**

Connection into the drainage system shall be made in accordance with the District's standard drawings and specifications and at the applicant's expense. The connection to the drainage system shall be made in the presence of a District inspector and under the inspector's supervision and direction. Any damage to the drainage system shall be repaired in conformance with District standard specifications at the applicant's sole cost.

**SECTION 5.00 Drainage Facility Extensions**

**5.01 Drainage Facility Extension**

Any person requesting drainage service from the District, which necessitates an extension of the District's drainage system, shall apply to the District for a drainage facility extension agreement on the forms prescribed by the District.

**5.02 Formation of an Assessment District**

At the District's sole option, the District may utilize any statutory or other procedures concerning assessment districts to finance construction of the drainage facility extension and related appurtenances.

**SECTION 6.00 Permits and Fees**

**6.01 Permit Required**

No persons other than those specifically permitted by this Chapter, shall uncover or cause to be uncovered, construct or cause to be constructed, use or cause to be used, alter or cause to be altered, or connect to or cause to be connected to, any District drainage facility or other portion of the



drainage system owned by the District without first obtaining a permit from the District, paying the applicable fees, and complying with all other applicable provisions of this Chapter.

**6.02 Application for Permit**

Any person legally entitled to apply for and receive a permit shall make application for a permit on forms provided by the District for that purpose. Any applicant shall describe the proposed construction and location, ownership, occupancy, and use of the premises in connection therewith. The General Manager may require, in addition to the information specified, any additional information from the applicant, which will enable the General Manager to determine that the proposed connection complies with the provisions of this Chapter.

**6.03 Payment of Fees and Charges**

No permit shall be issued until all fees and charges as established by the Board in connection therewith are paid to the District.

**6.04 Applicant's Agreement to Comply with Code**

The applicant's signature on an application for a permit or the applicant's acceptance of any permit shall constitute an agreement by the applicant to comply with all the provisions, terms and requirements of the District's Drainage Code, with all other rules and regulations of the District, and with the plans and specifications the applicant has filed, together with such corrections or modifications, if any, as may be permitted or required by the District in writing. This agreement shall be binding upon the applicant and the applicant's successors in interest and may be altered only by the District in writing upon the applicant's written request.

**6.05 Time Limits on Permits**

If work under a permit is not commenced within six (6) months from the date of issuance of the permit or if, after commencing, the work be discontinued for a period of one (1) year, the permit shall become void and no further work shall be undertaken until a new permit shall have been secured and a new fee paid therefore at applicable rates then in effect.

**6.06 Permit Consistency**

The District shall not grant a permit if the permit will authorize work or activity, which is inconsistent with the Storm Drainage and Flood Control Master Plan, which has been adopted by the District.

**6.07 Compliance with Permit**

After the District's approval of the application, as evidenced by the District's issuance of a permit, the applicant shall make no change in the location of the drainage facilities, the grade, materials, or other details from those described in the plans on which the permit is based or as shown in the plans and specifications for which the permit was issued, except with the prior written permission of the General Manager.

**6.08 Unauthorized Usage of Permit**

- a. Upon prior written approval of the District, a person to whom a permit has been issued may transfer a permit to another person solely for the same use and premises for which the permit was issued, subject to all terms and conditions under which the permit was issued. The transferee shall meet all requirements of the District relating to the transfer.



- b. Usage of a permit for premises other than the premises for which the permit was issued shall be an unauthorized usage and shall render the permit void and invalid.
- c. A person engaging in an unauthorized usage of the permit shall apply to the District for an appropriate permit. If the District issues the permit, the applicant shall pay the appropriate current fees and charges.

**6.09 Person's Excluded From this Section**

The provisions of this Section 6.00 may be waived by the District for contractors constructing drainage facilities or improvements under contract with the District, or under contract awarded by the District under proceedings pursuant to any of the special procedure statutes of the State providing for the construction of drainage facilities and the assessing of the expenses thereof against the lands benefited thereby.

**6.10 Plan Checking**

No permit shall be issued until the District has checked and approved the plans in accordance with the applicable provisions of this Chapter.

**6.11 Additional Permits**

The District's issuance of a permit does not relieve the applicant from the responsibility to obtain all other local, state, or federal approvals or permits, including encroachment permits and rights of entries from private entities, prior to initiating the work. The applicant shall have sole responsibility for determining the necessity for compliance with the regulations of all other regulatory agencies.

**SECTION 7.00 Rates and Charges**

**7.01 Drainage Charges**

Drainage charges for operation and maintenance of the District's system shall be as set forth in Chapter 16A, Section 3.00. (Amended by Ordinance 2020-02)

**SECTION 8.00 Prohibited Use of Drainage System**

**8.01 Protection of Waterways**

Every person, firm, corporation, or public agency through whose property a waterway exists, shall keep the same free from rubbish and temporary or permanent obstacles which will prevent, change, or retard the flow of the water, unless a permit to alter such waterway has been obtained pursuant to the terms of this Chapter.

**8.02 Wastes Prohibited into Drainage System**

No person shall discharge or cause to be discharged any of the following wastes to any part of the drainage system:

- a. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive solid, liquid or gas.
- b. Any waste containing toxic or poisonous solids, liquids, or gases in sufficient quantity either singly or by interaction with other wastes, to constitute a hazard to humans, or create a public nuisance.

- c. Any waste having a pH lower than 5.5 or having any other corrosive property capable of causing damage or hazard to structures, equipment, or personnel of the District or creating a hazard or public nuisance.
- d. Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in the drainage system, or other interference with the proper operation of the drainage system, such as, but not limited to, rubbish, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, disposable diapers, feathers, tar, plastics, wood, un-ground garbage, paper dishes, cups, containers, etc.

### **8.03 Prohibition Against Certain Acts Without a Permit**

It shall be unlawful for any person, firm, corporation, or public agency to do, or cause to be done, any of the following, without having first secured a permit from the District:

- a. Construct, place or maintain any structure, obstruction or fill which will retard or obstruct the flow of water within a waterway, upon a levee, or upon or between the banks of a waterway; or construct, place, or maintain any structure, obstruction or fill over, upon or within any property in which the District owns an easement or fee simple interest.
- b. Excavate upon a levee or a waterway.
- c. Deposit rubbish upon a levee or a waterway.
- d. Construct or place any outlet for discharging drainage waters to or within a waterway.
- e. Plant or install any object or plant any form of flora (other than grasses or annual crops) within a waterway.
- f. To trespass in any manner, whatsoever, including the driving of vehicles, on any property in which the District owns a fee simple interest or easement therein for drainage purposes.
- g. To construct or place any building, structure, or other improvement, or place any trailer, mobile home, or similar vehicle, on any land subject to flooding.
- h. Construct within the 100-year Floodplain any encroachment, fill, new construction, substantial improvements or other development, which increases the 100-year flood elevation.

### **8.04 Grading and Soil Erosion**

No person shall cause or allow to be caused grading and soil erosion within the District, which results in the creation of an unlawful encroachment on other property, a public nuisance or hazard to vehicular traffic or to the safe operation of the drainage system. Excavation, grading, or the placement of fill material on or within any property so that dirt or debris may be washed, eroded, or moved from the property by natural or artificial means shall be prohibited.

Any grading or soil erosion activities that obstructs, impedes, or interferes with the natural flow of storm, flood, or surface waters, whether unconfined upon the surface of the land within land depressions or natural drainage ways, within unimproved channels or watercourses or within improved ditches, channels or conduits, shall be prohibited.

Grading activities within the District shall incorporate District approved temporary and permanent erosion control measures to minimize the potential for soil erosion that can result in encroachments, nuisances, and hazards.

The owner of the land on which the grading and soil erosion activities originate that result in an encroachment, nuisance, or hazard shall be responsible to abate the encroachment, nuisance, or hazard upon receipt of notice in writing from the District within the period specified in the notice. If the owner fails to abate the encroachment, nuisance, or hazard within the specified period, the District will undertake the abatement at the sole cost of the owner.

#### **8.05 Surface Drainage**

No person shall obstruct, impede or retard the flow of water across the surface of the land in such a way as to create a nuisance or hazard on any public or private lands.

### **SECTION 9.00 Collection of Rates and Enforcement Provisions**

#### **9.01 Collection of Charges for Drainage and Other Services**

The periodic charges imposed by this Chapter may be collected together with charges for any other utility service supplied by the District. If all or any part of the bill is not paid, the District may discontinue any or all of the service for which the bill is rendered in the manner herein provided. The District may take the actions authorized by this Section 9.00 or otherwise authorized by law to collect a delinquent bill for service for up to three years from the date of the delinquent bill for service.

#### **9.02 Billing**

All drainage service accounts may be billed monthly.

#### **9.03 Persons Billed**

The District shall bill the property owner directly for all drainage services provided to the owner's premises.

#### **9.04 Due Date**

Bills for drainage service are due and payable when mailed.

#### **9.05 Delinquency**

A bill for service is delinquent if not paid and received at the Rancho Murieta Community Services District office by the 25<sup>th</sup> day of the month following the month in which the bill was mailed. (Amended by Ordinance 98-3)

#### **9.06 Delinquencies - Basic Penalty**

- a. A one-time basic penalty of ten percent (10%) shall be added to each delinquent bill for the first month the bill is delinquent. (Amended by Ordinance # 96-3)
- b. After levying the basic penalty provided in Section 9.06 (a), the District shall thereafter levy an additional penalty of one-half percent (.5%) per month to all delinquent charges and basic penalties remaining unpaid, until and unless the Board requests the County Auditor to include the amount of all delinquent rates, charges and penalties on the bills for

taxes levied against the appropriate premises as set forth in Section 9.09. (Amended by Ordinance 96-3)

**9.07 Payment of Part of Delinquency**

Monies paid where any portion of an account is delinquent shall first be credited to the delinquent portion of the bill and then to the current billing.

**9.08 Liens**

Unpaid drainage service charges imposed by this Chapter, when recorded as a lien with Sacramento County, shall constitute a lien upon the parcel of real property to which the drainage service was supplied. The District shall include a statement on its bills to the effect that any drainage service charges and penalties thereon remaining unpaid shall, when recorded, constitute a lien on the parcel to which the drainage service was supplied. The District may from time to time compile lists of such delinquent charges and record them with the County Recorder as liens, provided that the District shall first have given notice to the customer.

**9.09 Collection of Delinquent Charges with Taxes**

All rates, charges, penalties and interest, which remain delinquent, may be collected in the same manner as the general taxes for the District for the forthcoming year, provided that the District shall first have given the customer notice and an opportunity to be heard as provided by law. After delinquent amounts have been turned over to the County Auditor for collection, no payment shall be received by the District on the delinquent amounts except as collected by the County Tax Collector.

**9.10 Adjustment of Bills**

At the request of a customer or at the General Manager's discretion, the General Manager may correct any erroneous bill provided for in this Chapter for up to four years from the date of the erroneous bill for service provided, however, that the customer request must be filed no later than four years from the date of payment of the disputed bill and that all parties affected shall have a right to appeal the Manager's determination to the Board of Directors within fifteen (15) days of the date of the Manager's decision. The decision of the Board of Directors thereon shall be final and binding on all parties. The District shall pay interest on the refunded amount at a rate of 3% per year calculated from the payment of the disputed bill or the date of the refund claim, whichever is later.

**SECTION 10.00 Enforcement, Disconnection and Restoration of Service**

**10.01 Enforcement**

The General Manager shall enforce the provisions of this Chapter and, for such purpose, shall have the powers of a peace officer, if deputized or if authorized by law.

**10.02 Violation of Chapter**

In the event of a violation of any laws, ordinances, rules or regulations of the State of California, the County of Sacramento or the District, respecting the subject matter contained herein, the District shall notify in writing the person or persons causing, allowing, or committing such violation and the General Manager shall have the authority to disconnect any District service from the property served by District facilities, in the manner set forth herein.

**10.03 Settling Disputes**

The General Manager is hereby authorized to review disputes pertaining to any matters for which service may be disconnected and to adjust errors and settle disputes pertaining to such matters.

**10.04 Restoration of Service**

When service under this Chapter has been disconnected for any reason, the service shall not be restored until all unpaid sums are paid in full, plus all District expenses for disconnecting and restoring the service, plus a twenty-five-dollar (\$25) restoration fee.

**10.05 Recovery of Costs**

In the event that the District is required to bring legal action to enforce any provision of this Chapter, including but not limited to the collection of delinquent fees and charges, the District shall be entitled to recover its reasonable attorney's fees, interest, and other costs of suit.

**10.06 Means of Enforcement Only**

The District hereby declares that the foregoing procedures are established as a means of enforcement of the terms and conditions of its ordinances, rules and regulations, and not as a penalty.

**10.07 Cumulative Remedies**

All remedies set forth herein for the collection and enforcement of rates, charges, and penalties are cumulative and may be pursued alternatively, concurrently, or consecutively.

**10.08 Misdemeanor**

A violation of any provision of this Chapter is a misdemeanor, punishable by a fine not to exceed Five Hundred Dollars (\$500) or by imprisonment in the County Jail not to exceed six (6) months, or both. Each and every day, or part of a day that a violation of the Chapter continues, shall be deemed a separate offense hereunder and shall be punishable as such.

**10.09 Waiver**

Non-enforcement of any provisions of the Chapter by the District shall not constitute waiver by the District of any action, inaction, facility or similar matter, which is inconsistent with this Drainage Chapter. (Added by Ordinance 88-6)

**SECTION 11.00 Severability**

**11.01 Severability**

The Board hereby declares that it would have passed this ordinance and thereby adopted this Chapter, or any section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared to be unconstitutional.

If any section, subsection, sentence, clause or phrase of the ordinance or the application thereof to any person or circumstance is for any reason held unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Chapter or the application of such provisions to other persons or circumstances.

# **RANCHO MURIETA COMMUNITY SERVICES DISTRICT**

DISTRICT CODE  
CHAPTER 21

## **SECURITY SERVICES CODE**

POLICES REGULATING THE PROVISION  
OF AND TAXES FOR SECURITY  
SERVICE BY THE DISTRICT



AMENDED ~~February 15~~ March 15, 2023  
ORDINANCE O2023-01

# TABLE OF CONTENTS

<b>Section 1.00 General Provisions</b>	<b>4</b>
1.01 Title	4
1.02 Applicability	4
1.03 Implementation	4
<b>Section 2.00 Definitions</b>	<b>4</b>
2.01 Board	4
2.02 Customer	4
2.03 District	4
2.04 District Property	4
2.05 Manager	4
2.06 Premises	4
2.07 Security Chief	5
2.08 Security Gate Officers	5
2.09 Security Patrol Officers	5
2.10 Security Sergeant	5
2.11 Security Services	5
<b>Section 3.00 Scope of Security Services</b>	<b>5</b>
3.01 Authority and Scope of Security Services	5
3.02 Gate and Patrol Services	5
3.03 Enforcement of District Rules and Ordinances	6
3.04 Enforcement of Covenants, Conditions and Restrictions	6
3.05 Enforcement of State and County Law on District Property	6
3.06 Contracting Authority	6
3.07 Violations of Chapter	6
3.08 Penalty for Obstructing District Security Officer	6
<b>Section 4.00 Special Event Notification</b>	<b>7</b>
<b>Section 5.00 Special Tax for Security Services</b>	<b>7</b>
5.01 Findings	7
5.02 Authority	7
5.03 Security Tax	7
5.04 Collection	8
5.05 Annual Adjustment	8



5.06	Disposition of Revenue _____	8
5.07	Effective Date _____	9
5.08	Suspension of Security Fee _____	Error! Bookmark not defined.
5.09	Appeals _____	9
5.10	Severability _____	9
<b>Section 6.00 Billing Procedures _____</b>		<b>9</b>
6.01	General Billing Procedures _____	9
6.02	Composite Billing Procedures _____	9
6.03	Bill Payment _____	10
6.04	Security Services for Special Events _____	10
6.05	Additional Fees and Charges _____	10
<b>Section 7.00 Collection of Special Tax _____</b>		<b>10</b>
7.01	Penalty for Late Payment _____	10
7.02	Imposition of Lien _____	10
7.03	Process for Collection of Delinquent Charges _____	11
7.04	Attorneys' Fees _____	11
7.05	Discontinuance of Service _____	<del>12</del> <b>11</b>
7.06	Remedies Cumulative _____	12
7.07	Declaration of Procedures _____	12
<b>Section 8.00 Prohibited Activities on District Property _____</b>		<b><del>13</del><b>12</b></b>
8.01	Trespasses _____	<del>13</del> <b>12</b>
8.02	Defacing Property _____	<del>13</del> <b>12</b>
8.03	Loitering _____	<del>13</del> <b>12</b>
8.04	Use of Motor Vehicles: _____	13
8.05	Use of Skateboards _____	13
8.06	Animals _____	13
8.07	Disposal of Refuse _____	13
8.08	Consumption of Alcoholic Beverages _____	13
8.09	Firearms _____	<del>14</del> <b>13</b>
8.10	Fireworks _____	<del>14</del> <b>13</b>
8.11	Use of Bridge _____	<del>14</del> <b>13</b>
<b>Section 9.00 False Alarm Service Fee _____</b>		<b><del>14</del><b>13</b></b>
9.01	False Alarm Fee _____	<del>14</del> <b>13</b>
9.02	Collection _____	14

## DISTRICT CODE

### CHAPTER 21

#### POLICIES REGULATING THE PROVISION OF AND TAXES FOR SECURITY SERVICES BY THE DISTRICT

##### Section 1.00 General Provisions

###### **1.01 Title**

This Chapter shall be known as the "Security Services Code" and may be cited as such.

###### **1.02 Applicability**

This Chapter shall apply to security services in or affecting the territory of the Rancho Murieta Community Services District. The provisions of this Chapter define the type of security services provided by the District, the special tax levied to fund those services, the methods of collecting the special tax and other charges, penalties for violations of the provisions of this Chapter, and all other related matters concerning the provision of security services within Rancho Murieta Community Services District.

###### **1.03 Implementation**

The provisions of this Chapter shall be implemented by such policies and procedures as shall be developed from time to time by the Board and/or District staff at the direction of the Manager.

##### Section 2.00 Definitions

For the purposes of this Chapter, the following terms shall have the following meanings.

###### **2.01 Board**

Board shall mean the Board of Directors of the Rancho Murieta Community Services District.

###### **2.02 Customer**

Customer shall mean a District resident or property owner to whom District service is provided.

###### **2.03 District**

District shall mean the Rancho Murieta Community Services District.

###### **2.04 District Property**

District Property shall mean real property owned, leased or otherwise controlled by the District.

###### **2.05 Manager**

Manager shall mean the General Manager of the Rancho Murieta Community Services District.

###### **2.06 Premises**

Premises shall mean a parcel of real estate, including any improvements thereon, which is determined by the District to be a single unit for purposes of receiving, using and paying for security services. In making this determination, the District shall take into consideration such factors as whether the unit could reasonably be subdivided and whether the unit is being used for a single commercial enterprise or residential unit.

## **2.07 Security Chief**

Security Chief shall mean that person designated as the head of District Security Services.

## **2.08 Security Gate Officers**

Security Gate Officers shall mean those individuals hired by the District to perform duties related to the control and monitoring of access to gated portions of the District, after receiving the appropriate training and certifications as determined by the Security Chief and Manager.

## **2.09 Security Patrol Officers**

Security Patrol Officers shall mean those persons, including the Security Chief and the Security Sergeant, hired by the District to provide patrol services, and other security services identified herein in accordance with District policies and procedures, after receiving the appropriate training and certifications as determined by the Security Chief and Manager.

## **2.10 Security Sergeant**

Security Sergeant shall mean that person hired by the District to participate in and supervise the activities of Security Gate Officers and Security Patrol Officers, and other security services identified herein in accordance with District policies and procedures, after receiving the appropriate training and certifications as determined by the Security Chief and Manager.

## **2.11 Security Services**

Security Services shall mean the security services provided by the District, as identified in Section 3.00 herein.

## **Section 3.00 Scope of Security Services**

### **3.01 Authority and Scope of Security Services**

Pursuant to Section 61100(j) of the Government Code and authorization of the Local Agency Formation Commission, the District provides Security Services necessary to protect lives and property within the boundaries of the District. Security Gate Officers and Security Patrol Officers are responsible for protecting lives and property by seeking to prevent an incident or offense from occurring in the District. In situations where prevention of an incident or offense is not possible, the function of Security Gate Officers or Security Patrol Officers is to observe and report the incident to a law enforcement agency, such as the Sacramento County Sheriff's Department, except as otherwise authorized by this Chapter. Security Gate Officers and Security Patrol Officers are not peace officers, and except in limited circumstances as authorized in this Chapter, are not responsible for any law enforcement activities, including but not limited to: chasing; apprehending or detaining suspected criminals; investigating criminal acts; or enforcing state or county laws, including traffic regulations.

### **3.02 Gate and Patrol Services**

The District shall provide gate and patrol services, at such level or to such extent as the Board may authorize as part of the annual budget process, or from time to time as the Board deems appropriate. The gate and patrol services shall generally include:

- a. Operating and staffing security gates located at the entrances to the Rancho Murieta community on a year-round basis;

- b. Providing twenty-four-(24) hour a day mobile patrol of all area within the boundaries of the District;
- c. Operating a communication system to maintain contact with local law enforcement, fire and other emergency services as well as appropriate entities within the District; and
- d. Registering guests or invitees of District Customers and other visitors within the District, in cooperation with Rancho Murieta Association or other homeowners' associations within the District as appropriate.

### **3.03 Enforcement of District Rules and Ordinances**

Pursuant to Government Code Section 61064(b), Security Patrol Officers may enforce the rules, regulations, and ordinances adopted by the Board and may issue citations for violation of any such rule, regulation or ordinance to be processed as an infraction in accordance with subdivision (d) of Section 17 of the Penal Code.

### **3.04 Enforcement of Covenants, Conditions and Restrictions**

Pursuant to Government Code Section 61105(e), the District may enforce covenants, conditions and restrictions ("CC&Rs"), and hereby authorizes Security Patrol Officers to enforce those non-architectural CC&Rs related to the provision of Security Services adopted for each tract within the boundaries of the District.

The Manager and/or the Board is hereby authorized to establish rules, regulations and procedures in cooperation with any homeowner's association within the District boundaries, including but not limited to, the Rancho Murieta Association, for the enforcement of non-architectural CC&Rs which shall be published and made available to the Board and Customers, including amendments thereto.

### **3.05 Enforcement of State and County Law on District Property**

Security Patrol Officers may make arrests in accordance with Penal Code Section 836.5, and/or issue citations for misdemeanor or infraction violations of state law, county ordinances, or district rules, regulations, or ordinances when such violation is committed on District Property and in the presence of the District Security Officer making the arrest or issuing the citation pursuant to Government Code Section 61064(c).

### **3.06 Contracting Authority**

Subject to Board approval and appropriation of funds, the District may contract or enter into any joint or cooperative arrangement with Rancho Murieta Association or any other entity or person, including the Sacramento County Sheriff's Department, to provide security services to District Customers.

### **3.07 Violations of Chapter**

Pursuant to Government Code section 61064(a), a violation of a provision of this Chapter is a misdemeanor punishable by imprisonment in the county jail not exceeding six months, or by fine not exceeding one thousand dollars (\$1,000), or by both.

### **3.08 Penalty for Obstructing District Security Officer**

Any person who willfully interferes with a Security Patrol Officer in the performance of his or her duties pursuant to Section 3.03 and/or 3.05 of this Code may be punished by a fine, not exceeding one thousand dollars (\$1,000), or by imprisonment in the county jail not exceeding one year, or by both such fine and imprisonment, in accordance with the provisions of Section 148 of the Penal Code.

**Section 4.00 Special Event Notification**

Prior to conducting or holding any event or activity within the District which is reasonably expected to involve twenty (20) or more participants, spectators, or similar persons, excluding District Customers, the sponsor of such event or activity shall notify the District Security Chief ten (10) days in advance of such event or activity. If Security Services are needed for the event, the event sponsor may request such services as provided for in Section 6.04 of this Chapter.

**Section 5.00 Special Tax for Security Services**

**5.01 Findings**

The Board of Directors of the District hereby finds and declares that the District’s ability to continue to provide Security Services depends on the availability of funds to support these services. The Security Services are a portion of the public safety services related to real property and provide for the security and protection of the real property, property owners, and residents within the District. The special tax [referred to as the "Security Tax"] was approved by two-thirds vote of the District voters in 1998. (See District Ordinance No. 98-1.) The Security Tax provides for a special and secure funding source to continue to provide Security Services.

**5.02 Authority**

This special tax is levied under each of the following authorities:

Government Code Section 61121 which provides the District with the power to tax for the purpose of carrying out the operations of the District; and which authorizes the District to impose special taxes pursuant to Government Code Section 50075, et seq.; Government Code Section 50075 through Section 50077; Government Code Section 61060(n) which authorizes the District to perform all acts necessary to carry out fully the provisions of the Community Services District law; and Article XIII C of the California Constitution. This tax is based, to the extent practicable, upon the cost of providing security services to the properties within the District and is not an ad valorem property tax.

**5.03 Security Tax**

Property within the District shall be assessed a monthly security tax as follows. The maximum tax rates shown reflect annual adjustments, per Section 5.05:

		Monthly Special Tax Rates Fiscal Year 2020-21	Monthly Special Tax Rates Maximum Ceiling Rate Year 2020-21
Residential			
Inside Gates			
- Metered	Per Lot	\$ 30.32	30.32
- Unmetered	Per Lot	\$ 23.79	23.79
Outside Gate		Per Lot	\$ 7.31

Non-Residential - Per Building Sq. Ft.			
- Highway Retail		\$ 0.2734	0.2734
- Other Retail/Commercial	“	\$ 0.0294	0.0294
- Industrial/Warehouse/Lt Industrial	“	\$ 0.0643	0.0643
- Office	“	\$ 0.0155	0.0155
- Institutional	“	\$ 0.0155	0.0155
- Public Utility	“	\$ 0.0490	0.0490
- Equine Complex	“	\$ 0.0046	0.0046
- RMCC	“	\$ 0.0770	0.0770
- Airport	“	\$ 0.0196	0.0196
- Hotel/Ext. Stay	“	\$ 0.0294	0.0294

**UNDEVELOPED PROPERTY**

- Inside Gates	Per Acre	\$25.6524	25.6524
- Outside Gates	Per Acre	\$ 3.8226	3.8226

The Security Tax for property and/or units not identified herein shall be determined by the Board based upon the total actual cost of providing security services to that property or unit, not to exceed the maximum charge per lot, acre, or building square foot for property identified herein.

For the fiscal year beginning July 1, 1998, and annually thereafter, the District Board shall set the actual security tax for the applicable fiscal year. The actual security tax set by the Board shall not exceed the maximum tax rate set forth in this section as adjusted pursuant to section 5.05. If necessary, to meet expenses, the Board may adjust the actual tax rate during a fiscal year so long as the actual tax rate does not exceed the maximum allowable tax rate.

**5.04 Collection**

The Security Tax shall be collected with other monthly District taxes, fees and/or charges and shall be subject to the same penalties for non-payment as other monthly District taxes, fees, and/or charges.

**5.05 Annual Adjustment**

Commencing July 1, 1999 and each July 1<sup>st</sup> thereafter, the amounts specified in Section 5.03 shall be increased by two percent (2%) per year. The General Manager shall maintain a current schedule of maximum tax rates based on the yearly increase specified herein and shall make the same available to any interested party upon request.

**5.06 Disposition of Revenue**

Revenues collected under the provisions of this Chapter shall be deposited in a special fund called the Security Tax fund and shall be used only for the provision of security services within the District. Security services include:

- a. Operating the security gates located at the entrances of Rancho Murieta, 24 hours a day, 365 days a year, including but not limited to staffing these gates;
- b. Providing a 24 hour a day mobile patrol of the District and its boundaries;
- c. Operating a radio communication system to maintain contact with external police, fire, and other emergency services as well as the appropriate entities within the District;

- d. Providing assistance to other agencies providing first aid, fire-fighting, police and emergency services within the District;
- e. Monitoring, controlling and registering guests or invitees of District customers and other visitors within the District;
- f. Conducting such other activities as the Board in its discretion may authorize for the protection of District customers and their property; and
- g. Other incidental costs of providing the services listed above.

#### **5.07 Effective Date**

The Security Tax shall take effect July 1, 1998.

#### **5.08 Appeals**

Any taxpayer aggrieved by the amount of this tax shall file a written appeal with the General Manager stating the grounds for the appeal. The General Manager shall meet with the taxpayer; they may agree to a resolution of the appeal or set the matter for determination by the Board. The Board may adopt rules for the timing, filing and hearing of appeals under this Chapter.

#### **5.09 Severability**

If any sentence, clause, article, section, subsection, phrase or portion of this Chapter is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Chapter. The voters of the District hereby declare that they would have adopted the remainder of this Chapter, including each sentence, clause, article, section, subsection, phrase or portion of this Chapter, irrespective of the invalidity of any other sentence, clause, article, section, subsection, phrase or portion of this Chapter.

### **Section 6.00 Billing Procedures**

#### **6.01 General Billing Procedures**

Except as otherwise specified herein, the Security Tax for District Security Services shall be collected together with, and not separately from the charges for other services and facilities rendered by the District to a Customer. All District special taxes and charges shall be billed on the same bill and collected as one item. Except as otherwise specified herein, the District shall bill directly each individual Customer receiving security service and such bill shall be due and payable upon receipt.

#### **6.02 Composite Billing Procedures**

The District may elect to send a composite bill for the Security Tax only to groups of customers when each of the following conditions are met:

- a. The owners of the property receiving services have formally organized by writing into a homeowners' association or similar group;
- b. The homeowners' association or similar group, through properly executed covenants, conditions, articles of incorporation, bylaws, or contract has the power to act as the sole agent for the owners or customers concerning the Security Tax in a manner which binds the individual owners or customers, and;
- c. The association or group enters into a written agreement with the District which provides, among



other matters, that:

1. The association or group shall be responsible for and guarantee payment of all such Security Taxes within the time required by the District's rules and regulations, regardless of whether any single owner or customer has paid the owners or customer's share of such charges to the association or group;
2. The District shall apply to and the association or group shall pay all delinquent, penalty and interest charges on the composite bill,
3. The District's bill or other notices to the association or group shall constitute a bill or other notice to each individual owner or customer, who shall agree that no other notice or bill to the individual owner or customer shall be necessary for, or a prerequisite to, the Districts exercise of its powers to terminate service, place liens on the owner's property, or exercise any of the other legal remedies necessary to collect delinquent bills and charges; and
4. The bill shall consist of the sum of the total monthly Security Taxes for each owner or customer represented by the association or group, as well as Security Services to any common area or other unit represented by the association or group.

### **6.03 Bill Payment**

Bills for the Security Tax are due and payable when mailed or delivered. A bill for services is delinquent if not paid and received at the Rancho Murieta Community Services District office by the 25<sup>th</sup> day of the month following the month in which the bill was mailed.

### **6.04 Security Services for Special Events**

The District may provide Security Services on a contractual or fee-for-service basis for any special event, as described in Section 4.00, or for any other activity within the District's boundaries which requires Security Services other than that routinely provided by the District.

### **6.05 Additional Fees and Charges**

Additional fees and charges may be required as part of an agreement or contract for additional Security Services, such as pursuant to Section 6.04 above.

## **Section 7.00 Collection of Special Tax**

### **7.01 Penalty for Late Payment**

A one-time basic penalty of ten percent (10%) of the delinquent taxes shall be added to each delinquent bill for the first month the charge is delinquent. Thereafter, an additional penalty of one percent (1%) per month shall be added to all delinquent taxes and basic penalties remaining unpaid, until the District requests the County Auditor to include the amount of the delinquent taxes and penalties for collection on the County property tax roll as set forth in Section 7.03. Monies paid when any portion of an account is delinquent shall first be credited to interest and penalties, then to the delinquent portion of the bill, and then to the current portion of the bill. *(Amended by Ordinance O2019-03)*

### **7.02 Imposition of Lien**

Delinquent special taxes and charges remaining unpaid after thirty (30) days may be recorded as a lien with the County in accordance with Section 61115 of the Government Code and, after recordation, shall constitute a lien upon all real property owned or thereafter acquired by the property owner in the County. The District shall include a statement to this effect on its bills to each property owner.

The District may compile lists of such delinquent charges and record them with the County Recorder as liens.

### **7.03 Process for Collection of Delinquent Charges**

All special taxes, charges, penalties and interest which remain delinquent as of June 30<sup>th</sup> of each year may be collected in the same manner as the general taxes for the District for the forthcoming fiscal year, as follows:

- a. The District shall prepare a written report, which shall be filed by the District Secretary. The report shall describe each parcel of real property for which there are any delinquencies in any charges for services rendered to each premise during the preceding year, and the amount of the delinquency. The report of delinquent security service charges may be combined with the report of any other delinquent charges, as long as the report identifies the delinquent charges for each service for each premise.
- b. The District Secretary shall publish notice of the report's filing and of the time and place of hearing on the report, prior to the date set for the hearing. The notice shall be published at least once a week for two weeks. The District Secretary shall also mail written notice of the report's filing to each property owner whose property or premises is identified as being subject to delinquent charges setting forth individually each property and each of the services and charges due for that property.
- c. At the time stated in the notice, the Board shall hear and consider all objections or protests, if any, to the report concerning the delinquencies. Thereafter, the Board may adopt, revise, change, reduce, or modify any delinquency or overrule any or all objections thereto. The Board shall then make its determination on each delinquency identified in the report; the Board's determination shall be final.
- d. On or before August 10<sup>th</sup> of each year following the Board's hearing, the District Secretary shall file with the County Auditor a copy of the report, signed by the Secretary, stating the Board has adopted the report. The Secretary shall request the County Auditor to include the amount of delinquencies on the bills for taxes levied against the properties identified in the report.

e. The District may take the actions authorized by this Section 7.00 or otherwise authorized by law to collect a delinquent bill for service for up to three years from the date of the delinquent bill for service.

~~e. The District may take the actions authorized by this Section 7.00 or otherwise authorized by law to collect a delinquent bill for service for up to three years from the date of the delinquent bill for service.~~

### **7.04 Attorneys' Fees**

In the event the District is required to bring legal action to enforce any provision of this Chapter, including but not limited to the collection of delinquent special taxes, charges or penalties, the District shall be entitled to recover its reasonable attorneys' fees, interest, court costs, and any other costs incurred by

the District in bringing such action.

#### **7.05 Discontinuance of Service**

As an alternative method of enforcing the provisions of this Chapter or of any other District ordinance, rule or regulation, the District shall have the authority pursuant to Government Code Section 61115 to discontinue any and all services provided by the District to a customer if all or part of any bill is not paid. Such discontinuance of service shall be in the following manner:

- a. At least ten days before the proposed discontinuance, the District shall provide written notice to the customer and the Property owner, if other than the customer, of the District's intent to discontinue service and the procedure for, and the availability of, an opportunity to discuss the reasons for the proposed discontinuance of service.
- b. Before discontinuing service, the customer or property owner shall have the opportunity to discuss the reason for the proposed Discontinuance with an employee designated by the Manager who shall be empowered to dispute bills, rectify any errors, and settle controversies pertaining to the review discontinuance of service.
- c. When service has been discontinued as provided in this section, the customer or property owner shall pay all unpaid special taxes, charges, including penalties and interest, plus all District expenses and charges for the discontinuance and restoration of service, prior to the restoration of the discontinued service.
- d. No service shall be discontinued on any Saturday, Sunday, legal holiday, or at any time during which the District's business offices are not open to the public.

#### **7.06 Remedies Cumulative**

All remedies set forth herein for the collection and enforcement of special taxes, charges, and penalties are cumulative and may be pursued alternatively or consecutively.

#### **7.07 Declaration of Procedures**

The District hereby declares the foregoing procedures are established as a means of enforcing the terms and conditions of the District's ordinances, rules and regulations and shall not be construed as penalties.

#### **Chapter 7.08 Adjustment of Bills**

At the request of a customer or at the General Manager's discretion, the General Manager may correct any erroneous bill provided for in this Chapter for up to four years from the date of the erroneous bill for service; provided, however, that the customer request must be filed no later than four years from the date of payment of the disputed bill and that all parties affected shall have a right to appeal the Manager's determination to the Board of Directors within fifteen (15) days of the date of the Manager's decision. The decision of the Board of Directors thereon shall be final and binding on all parties. The District shall pay interest on the refunded amount at a rate of 3% per year calculated from the payment of the disputed bill or the date of the refund claim, whichever is later.  
~~The General Manager may adjust or grant refunds from the rates or fees provided in this Chapter in the event of a dispute relating to a charge to a customer; provided, however, the customer request must be filed no later than four years from the date of payment of the disputed bill and that all parties affected shall have a right to appeal the Manager's determination to the Board of Directors within fifteen (15) days of the date of the Manager's decision. The decision of the Board of Directors thereon shall be final and binding on all parties. The District shall pay interest on the refunded~~

~~amount at a rate of 3% per year calculated from the payment of the disputed bill or the date of the refund claim, whichever is later.~~ *(added February 15 March 15, 2023 by Ordinance O2023-01)*

## **Section 8.00 Prohibited Activities on District Property**

The following activities are prohibited on District Property pursuant to the authority provided in Section 3.05 of this Code and Government Code Sections 61060 and 61064.

### **8.01 Trespasses**

No person shall enter upon District Property, except for the purpose of conducting District business, to attend publicly noticed District meetings, or as otherwise authorized by law or District staff.

### **8.02 Defacing Property**

No person shall deface, damage or destroy District Property. The terms deface, damage and destroy as used in this Section shall include graffiti.

### **8.03 Loitering**

No person shall loiter upon District Property. As used in this Section, the word "loiter" means entering and remaining on District Property under such circumstances that a reasonable person would conclude that the person who has entered and remained on such premises does not have a purpose legitimately connected with District or otherwise authorized allowed by law.

### **8.04 Use of Motor Vehicles:**

- a. No person shall drive or operate a motor vehicle on District Property except to conduct District business, attend a publicly noticed District meeting or as otherwise authorized by law or District staff.
- b. No person shall park a motor vehicle on District Property except in areas specifically designated as parking areas. In no case shall any person park a motor vehicle on District Property in a manner that presents a hazard to the public.
- c. No person shall park or otherwise allow a motor vehicle to remain on District Property during hours that the District Property is closed without a permit from the District.
- d. No person shall abandon any motor vehicle on District Property.

### **8.05 Use of Skateboards**

No person shall ride or propel a skateboard on District Property.

### **8.06 Animals**

No person shall bring an animal onto District Property, except for the purpose of aiding or assisting persons with disabilities.

### **8.07 Disposal of Refuse**

No person shall dump, deposit, or release any bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage, refuse, or trash in or upon District Property, except that refuse which is incidental to the use of the facility which may be deposited into the receptacles as provided therefore.

### **8.08 Consumption of Alcoholic Beverages**

No person shall possess any can, bottle or other receptacle containing any alcoholic beverage which has been opened, or a seal broken, or the contents of on or within District Property, unless otherwise

authorized by the Manager.

**8.09 Firearms**

No person shall bring a firearm onto District Property, except for law enforcement or District Security Officers.

**8.10 Fireworks**

No person shall possess or ignite any firecracker or fireworks on District Property, unless otherwise authorized by the Manager.

**8.11 Use of Bridge**

No person shall dive or jump from any bridge owned or authorized for use by the District, including, but not limited to, the Yellow Bridge and the Pedestrian Bridge.

**Section 9.00 False Alarm Service Fee**

**9.01 False Alarm Fee**

All persons operating an alarm system within the District shall pay a false alarm fee of \$100 per false alarm to reimburse the District for costs incurred by the District Security Department resulting from false alarms. Such fee shall apply to false alarms in excess of one false alarm per calendar month.

**9.02 Collection**

Fees for false alarms shall be collected in the same manner as set forth in Section 6.00 of this Chapter.

# **RANCHO MURIETA COMMUNITY SERVICES DISTRICT**

DISTRICT CODE  
CHAPTER 21

## **SECURITY SERVICES CODE**

POLICES REGULATING THE PROVISION  
OF AND TAXES FOR SECURITY  
SERVICE BY THE DISTRICT



AMENDED March 15, 2023  
ORDINANCE O2023-01

## TABLE OF CONTENTS

<b>Section 1.00 General Provisions</b>	<b>4</b>
1.01 Title	4
1.02 Applicability	4
1.03 Implementation	4
<b>Section 2.00 Definitions</b>	<b>4</b>
2.01 Board	4
2.02 Customer	4
2.03 District	4
2.04 District Property	4
2.05 Manager	4
2.06 Premises	4
2.07 Security Chief	5
2.08 Security Gate Officers	5
2.09 Security Patrol Officers	5
2.10 Security Sergeant	5
2.11 Security Services	5
<b>Section 3.00 Scope of Security Services</b>	<b>5</b>
3.01 Authority and Scope of Security Services	5
3.02 Gate and Patrol Services	5
3.03 Enforcement of District Rules and Ordinances	6
3.04 Enforcement of Covenants, Conditions and Restrictions	6
3.05 Enforcement of State and County Law on District Property	6
3.06 Contracting Authority	6
3.07 Violations of Chapter	6
3.08 Penalty for Obstructing District Security Officer	6
<b>Section 4.00 Special Event Notification</b>	<b>7</b>
<b>Section 5.00 Special Tax for Security Services</b>	<b>7</b>
5.01 Findings	7
5.02 Authority	7
5.03 Security Tax	7
5.04 Collection	8
5.05 Annual Adjustment	8



5.06	Disposition of Revenue _____	8
5.07	Effective Date _____	9
5.08	Suspension of Security Fee _____ Error! Bookmark not defined.	
5.09	Appeals _____	9
5.10	Severability _____	9
<b>Section 6.00 Billing Procedures _____</b>		<b>9</b>
6.01	General Billing Procedures _____	9
6.02	Composite Billing Procedures _____	9
6.03	Bill Payment _____	10
6.04	Security Services for Special Events _____	10
6.05	Additional Fees and Charges _____	10
<b>Section 7.00 Collection of Special Tax _____</b>		<b>10</b>
7.01	Penalty for Late Payment _____	10
7.02	Imposition of Lien _____	10
7.03	Process for Collection of Delinquent Charges _____	10
7.04	Attorneys' Fees _____	11
7.05	Discontinuance of Service _____	11
7.06	Remedies Cumulative _____	12
7.07	Declaration of Procedures _____	12
<b>Section 8.00 Prohibited Activities on District Property _____</b>		<b>12</b>
8.01	Trespasses _____	12
8.02	Defacing Property _____	12
8.03	Loitering _____	12
8.04	Use of Motor Vehicles: _____	12
8.05	Use of Skateboards _____	13
8.06	<u>Animals</u> _____	13
8.07	Disposal of Refuse _____	13
8.08	Consumption of Alcoholic Beverages _____	13
8.09	Firearms _____	13
8.10	Fireworks _____	13
8.11	Use of Bridge _____	13
<b>Section 9.00 False Alarm Service Fee _____</b>		<b>13</b>
9.01	False Alarm Fee _____	13
9.02	Collection _____	14

## DISTRICT CODE

### CHAPTER 21

#### POLICIES REGULATING THE PROVISION OF AND TAXES FOR SECURITY SERVICES BY THE DISTRICT

##### Section 1.00 General Provisions

###### **1.01 Title**

This Chapter shall be known as the "Security Services Code" and may be cited as such.

###### **1.02 Applicability**

This Chapter shall apply to security services in or affecting the territory of the Rancho Murieta Community Services District. The provisions of this Chapter define the type of security services provided by the District, the special tax levied to fund those services, the methods of collecting the special tax and other charges, penalties for violations of the provisions of this Chapter, and all other related matters concerning the provision of security services within Rancho Murieta Community Services District.

###### **1.03 Implementation**

The provisions of this Chapter shall be implemented by such policies and procedures as shall be developed from time to time by the Board and/or District staff at the direction of the Manager.

##### Section 2.00 Definitions

For the purposes of this Chapter, the following terms shall have the following meanings.

###### **2.01 Board**

Board shall mean the Board of Directors of the Rancho Murieta Community Services District.

###### **2.02 Customer**

Customer shall mean a District resident or property owner to whom District service is provided.

###### **2.03 District**

District shall mean the Rancho Murieta Community Services District.

###### **2.04 District Property**

District Property shall mean real property owned, leased or otherwise controlled by the District.

###### **2.05 Manager**

Manager shall mean the General Manager of the Rancho Murieta Community Services District.

###### **2.06 Premises**

Premises shall mean a parcel of real estate, including any improvements thereon, which is determined by the District to be a single unit for purposes of receiving, using and paying for security services. In making this determination, the District shall take into consideration such factors as whether the unit could reasonably be subdivided and whether the unit is being used for a single commercial enterprise or residential unit.

## **2.07 Security Chief**

Security Chief shall mean that person designated as the head of District Security Services.

## **2.08 Security Gate Officers**

Security Gate Officers shall mean those individuals hired by the District to perform duties related to the control and monitoring of access to gated portions of the District, after receiving the appropriate training and certifications as determined by the Security Chief and Manager.

## **2.09 Security Patrol Officers**

Security Patrol Officers shall mean those persons, including the Security Chief and the Security Sergeant, hired by the District to provide patrol services, and other security services identified herein in accordance with District policies and procedures, after receiving the appropriate training and certifications as determined by the Security Chief and Manager.

## **2.10 Security Sergeant**

Security Sergeant shall mean that person hired by the District to participate in and supervise the activities of Security Gate Officers and Security Patrol Officers, and other security services identified herein in accordance with District policies and procedures, after receiving the appropriate training and certifications as determined by the Security Chief and Manager.

## **2.11 Security Services**

Security Services shall mean the security services provided by the District, as identified in Section 3.00 herein.

## **Section 3.00 Scope of Security Services**

### **3.01 Authority and Scope of Security Services**

Pursuant to Section 61100(j) of the Government Code and authorization of the Local Agency Formation Commission, the District provides Security Services necessary to protect lives and property within the boundaries of the District. Security Gate Officers and Security Patrol Officers are responsible for protecting lives and property by seeking to prevent an incident or offense from occurring in the District. In situations where prevention of an incident or offense is not possible, the function of Security Gate Officers or Security Patrol Officers is to observe and report the incident to a law enforcement agency, such as the Sacramento County Sheriff's Department, except as otherwise authorized by this Chapter. Security Gate Officers and Security Patrol Officers are not peace officers, and except in limited circumstances as authorized in this Chapter, are not responsible for any law enforcement activities, including but not limited to: chasing; apprehending or detaining suspected criminals; investigating criminal acts; or enforcing state or county laws, including traffic regulations.

### **3.02 Gate and Patrol Services**

The District shall provide gate and patrol services, at such level or to such extent as the Board may authorize as part of the annual budget process, or from time to time as the Board deems appropriate. The gate and patrol services shall generally include:

- a. Operating and staffing security gates located at the entrances to the Rancho Murieta community on a year-round basis;
- b. Providing twenty-four-(24) hour a day mobile patrol of all area within the boundaries of the District;

- c. Operating a communication system to maintain contact with local law enforcement, fire and other emergency services as well as appropriate entities within the District; and
- d. Registering guests or invitees of District Customers and other visitors within the District, in cooperation with Rancho Murieta Association or other homeowners' associations within the District as appropriate.

**3.03 Enforcement of District Rules and Ordinances**

Pursuant to Government Code Section 61064(b), Security Patrol Officers may enforce the rules, regulations, and ordinances adopted by the Board and may issue citations for violation of any such rule, regulation or ordinance to be processed as an infraction in accordance with subdivision (d) of Section 17 of the Penal Code.

**3.04 Enforcement of Covenants, Conditions and Restrictions**

Pursuant to Government Code Section 61105(e), the District may enforce covenants, conditions and restrictions ("CC&Rs"), and hereby authorizes Security Patrol Officers to enforce those non-architectural CC&Rs related to the provision of Security Services adopted for each tract within the boundaries of the District.

The Manager and/or the Board is hereby authorized to establish rules, regulations and procedures in cooperation with any homeowner's association within the District boundaries, including but not limited to, the Rancho Murieta Association, for the enforcement of non-architectural CC&Rs which shall be published and made available to the Board and Customers, including amendments thereto.

**3.05 Enforcement of State and County Law on District Property**

Security Patrol Officers may make arrests in accordance with Penal Code Section 836.5, and/or issue citations for misdemeanor or infraction violations of state law, county ordinances, or district rules, regulations, or ordinances when such violation is committed on District Property and in the presence of the District Security Officer making the arrest or issuing the citation pursuant to Government Code Section 61064(c).

**3.06 Contracting Authority**

Subject to Board approval and appropriation of funds, the District may contract or enter into any joint or cooperative arrangement with Rancho Murieta Association or any other entity or person, including the Sacramento County Sheriff's Department, to provide security services to District Customers.

**3.07 Violations of Chapter**

Pursuant to Government Code section 61064(a), a violation of a provision of this Chapter is a misdemeanor punishable by imprisonment in the county jail not exceeding six months, or by fine not exceeding one thousand dollars (\$1,000), or by both.

**3.08 Penalty for Obstructing District Security Officer**

Any person who willfully interferes with a Security Patrol Officer in the performance of his or her duties pursuant to Section 3.03 and/or 3.05 of this Code may be punished by a fine, not exceeding one thousand dollars (\$1,000), or by imprisonment in the county jail not exceeding one year, or by both such fine and imprisonment, in accordance with the provisions of Section 148 of the Penal Code.

**Section 4.00 Special Event Notification**

Prior to conducting or holding any event or activity within the District which is reasonably expected to involve twenty (20) or more participants, spectators, or similar persons, excluding District Customers, the sponsor of such event or activity shall notify the District Security Chief ten (10) days in advance of such event or activity. If Security Services are needed for the event, the event sponsor may request such services as provided for in Section 6.04 of this Chapter.

**Section 5.00 Special Tax for Security Services**

**5.01 Findings**

The Board of Directors of the District hereby finds and declares that the District’s ability to continue to provide Security Services depends on the availability of funds to support these services. The Security Services are a portion of the public safety services related to real property and provide for the security and protection of the real property, property owners, and residents within the District. The special tax [referred to as the "Security Tax"] was approved by two-thirds vote of the District voters in 1998. (See District Ordinance No. 98-1.) The Security Tax provides for a special and secure funding source to continue to provide Security Services.

**5.02 Authority**

This special tax is levied under each of the following authorities:

Government Code Section 61121 which provides the District with the power to tax for the purpose of carrying out the operations of the District; and which authorizes the District to impose special taxes pursuant to Government Code Section 50075, et seq.; Government Code Section 50075 through Section 50077; Government Code Section 61060(n) which authorizes the District to perform all acts necessary to carry out fully the provisions of the Community Services District law; and Article XIII C of the California Constitution. This tax is based, to the extent practicable, upon the cost of providing security services to the properties within the District and is not an ad valorem property tax.

**5.03 Security Tax**

Property within the District shall be assessed a monthly security tax as follows. The maximum tax rates shown reflect annual adjustments, per Section 5.05:

		Monthly Special Tax Rates Fiscal Year 2020-21	Monthly Special Tax Rates Maximum Ceiling Rate Year 2020-21
Residential			
Inside Gates			
- Metered	Per Lot	\$ 30.32	30.32
- Unmetered	Per Lot	\$ 23.79	23.79
Outside Gate	Per Lot	\$ 7.31	7.31
Non-Residential - Per Building Sq. Ft.			
- Highway Retail		\$ 0.2734	0.2734
- Other Retail/Commercial	"	\$ 0.0294	0.0294
- Industrial/Warehouse/Lt Industrial	"	\$ 0.0643	0.0643
- Office	"	\$ 0.0155	0.0155

- Institutional	“	\$ 0.0155	0.0155
- Public Utility	“	\$ 0.0490	0.0490
- Equine Complex	“	\$ 0.0046	0.0046
- RMCC	“	\$ 0.0770	0.0770
- Airport	“	\$ 0.0196	0.0196
- Hotel/Ext. Stay	“	\$ 0.0294	0.0294

**UNDEVELOPED PROPERTY**

- Inside Gates	Per Acre	\$25.6524	25.6524
- Outside Gates	Per Acre	\$ 3.8226	3.8226

The Security Tax for property and/or units not identified herein shall be determined by the Board based upon the total actual cost of providing security services to that property or unit, not to exceed the maximum charge per lot, acre, or building square foot for property identified herein.

For the fiscal year beginning July 1, 1998, and annually thereafter, the District Board shall set the actual security tax for the applicable fiscal year. The actual security tax set by the Board shall not exceed the maximum tax rate set forth in this section as adjusted pursuant to section 5.05. If necessary, to meet expenses, the Board may adjust the actual tax rate during a fiscal year so long as the actual tax rate does not exceed the maximum allowable tax rate.

**5.04 Collection**

The Security Tax shall be collected with other monthly District taxes, fees and/or charges and shall be subject to the same penalties for non-payment as other monthly District taxes, fees, and/or charges.

**5.05 Annual Adjustment**

Commencing July 1, 1999 and each July 1<sup>st</sup> thereafter, the amounts specified in Section 5.03 shall be increased by two percent (2%) per year. The General Manager shall maintain a current schedule of maximum tax rates based on the yearly increase specified herein and shall make the same available to any interested party upon request.

**5.06 Disposition of Revenue**

Revenues collected under the provisions of this Chapter shall be deposited in a special fund called the Security Tax fund and shall be used only for the provision of security services within the District. Security services include:

- a. Operating the security gates located at the entrances of Rancho Murieta, 24 hours a day, 365 days a year, including but not limited to staffing these gates;
- b. Providing a 24 hour a day mobile patrol of the District and its boundaries;
- c. Operating a radio communication system to maintain contact with external police, fire, and other emergency services as well as the appropriate entities within the District;
- d. Providing assistance to other agencies providing first aid, fire-fighting, police and emergency services within the District;
- e. Monitoring, controlling and registering guests or invitees of District customers and other visitors within the District;
- f. Conducting such other activities as the Board in its discretion may authorize for the protection of District customers and their property; and

g. Other incidental costs of providing the services listed above.

**5.07 Effective Date**

The Security Tax shall take effect July 1, 1998.

**5.08 Appeals**

Any taxpayer aggrieved by the amount of this tax shall file a written appeal with the General Manager stating the grounds for the appeal. The General Manager shall meet with the taxpayer; they may agree to a resolution of the appeal or set the matter for determination by the Board. The Board may adopt rules for the timing, filing and hearing of appeals under this Chapter.

**5.09 Severability**

If any sentence, clause, article, section, subsection, phrase or portion of this Chapter is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Chapter. The voters of the District hereby declare that they would have adopted the remainder of this Chapter, including each sentence, clause, article, section, subsection, phrase or portion of this Chapter, irrespective of the invalidity of any other sentence, clause, article, section, subsection, phrase or portion of this Chapter.

**Section 6.00 Billing Procedures**

**6.01 General Billing Procedures**

Except as otherwise specified herein, the Security Tax for District Security Services shall be collected together with, and not separately from the charges for other services and facilities rendered by the District to a Customer. All District special taxes and charges shall be billed on the same bill and collected as one item. Except as otherwise specified herein, the District shall bill directly each individual Customer receiving security service and such bill shall be due and payable upon receipt.

**6.02 Composite Billing Procedures**

The District may elect to send a composite bill for the Security Tax only to groups of customers when each of the following conditions are met:

- a. The owners of the property receiving services have formally organized by writing into a homeowners' association or similar group;
- b. The homeowners' association or similar group, through properly executed covenants, conditions, articles of incorporation, bylaws, or contract has the power to act as the sole agent for the owners or customers concerning the Security Tax in a manner which binds the individual owners or customers, and;
- c. The association or group enters into a written agreement with the District which provides, among other matters, that:
  - 1. The association or group shall be responsible for and guarantee payment of all such Security Taxes within the time required by the District's rules and regulations, regardless of whether any single owner or customer has paid the owners or customer's share of such charges to the association or group;
  - 2. The District shall apply to and the association or group shall pay all delinquent, penalty and interest charges on the composite bill,



3. The District's bill or other notices to the association or group shall constitute a bill or other notice to each individual owner or customer, who shall agree that no other notice or bill to the individual owner or customer shall be necessary for, or a prerequisite to, the Districts exercise of its powers to terminate service, place liens on the owner's property, or exercise any of the other legal remedies necessary to collect delinquent bills and charges; and
4. The bill shall consist of the sum of the total monthly Security Taxes for each owner or customer represented by the association or group, as well as Security Services to any common area or other unit represented by the association or group.

### **6.03 Bill Payment**

Bills for the Security Tax are due and payable when mailed or delivered. A bill for services is delinquent if not paid and received at the Rancho Murieta Community Services District office by the 25<sup>th</sup> day of the month following the month in which the bill was mailed.

### **6.04 Security Services for Special Events**

The District may provide Security Services on a contractual or fee-for-service basis for any special event, as described in Section 4.00, or for any other activity within the District's boundaries which requires Security Services other than that routinely provided by the District.

### **6.05 Additional Fees and Charges**

Additional fees and charges may be required as part of an agreement or contract for additional Security Services, such as pursuant to Section 6.04 above.

## **Section 7.00 Collection of Special Tax**

### **7.01 Penalty for Late Payment**

A one-time basic penalty of ten percent (10%) of the delinquent taxes shall be added to each delinquent bill for the first month the charge is delinquent. Thereafter, an additional penalty of one percent (1%) per month shall be added to all delinquent taxes and basic penalties remaining unpaid, until the District requests the County Auditor to include the amount of the delinquent taxes and penalties for collection on the County property tax roll as set forth in Section 7.03. Monies paid when any portion of an account is delinquent shall first be credited to interest and penalties, then to the delinquent portion of the bill, and then to the current portion of the bill. *(Amended by Ordinance O2019-03)*

### **7.02 Imposition of Lien**

Delinquent special taxes and charges remaining unpaid after thirty (30) days may be recorded as a lien with the County in accordance with Section 61115 of the Government Code and, after recordation, shall constitute a lien upon all real property owned or thereafter acquired by the property owner in the County. The District shall include a statement to this effect on its bills to each property owner.

The District may compile lists of such delinquent charges and record them with the County Recorder as liens.

### **7.03 Process for Collection of Delinquent Charges**

All special taxes, charges, penalties and interest which remain delinquent as of June 30<sup>th</sup> of each year

may be collected in the same manner as the general taxes for the District for the forthcoming fiscal year, as follows:

- a. The District shall prepare a written report, which shall be filed by the District Secretary. The report shall describe each parcel of real property for which there are any delinquencies in any charges for services rendered to each premise during the preceding year, and the amount of the delinquency. The report of delinquent security service charges may be combined with the report of any other delinquent charges, as long as the report identifies the delinquent charges for each service for each premise.
- b. The District Secretary shall publish notice of the report's filing and of the time and place of hearing on the report, prior to the date set for the hearing. The notice shall be published at least once a week for two weeks. The District Secretary shall also mail written notice of the report's filing to each property owner whose property or premises is identified as being subject to delinquent charges setting forth individually each property and each of the services and charges due for that property.
- c. At the time stated in the notice, the Board shall hear and consider all objections or protests, if any, to the report concerning the delinquencies. Thereafter, the Board may adopt, revise, change, reduce, or modify any delinquency or overrule any or all objections thereto. The Board shall then make its determination on each delinquency identified in the report; the Board's determination shall be final.
- d. On or before August 10<sup>th</sup> of each year following the Board's hearing, the District Secretary shall file with the County Auditor a copy of the report, signed by the Secretary, stating the Board has adopted the report. The Secretary shall request the County Auditor to include the amount of delinquencies on the bills for taxes levied against the properties identified in the report.
- e. The District may take the actions authorized by this Section 7.00 or otherwise authorized by law to collect a delinquent bill for service for up to three years from the date of the delinquent bill for service.

#### **7.04 Attorneys' Fees**

In the event the District is required to bring legal action to enforce any provision of this Chapter, including but not limited to the collection of delinquent special taxes, charges or penalties, the District shall be entitled to recover its reasonable attorneys' fees, interest, court costs, and any other costs incurred by the District in bringing such action.

#### **7.05 Discontinuance of Service**

As an alternative method of enforcing the provisions of this Chapter or of any other District ordinance, rule or regulation, the District shall have the authority pursuant to Government Code Section 61115 to discontinue any and all services provided by the District to a customer if all or part of any bill is not paid. Such discontinuance of service shall be in the following manner:

- a. At least ten days before the proposed discontinuance, the District shall provide written notice to the customer and the Property owner, if other than the customer, of the District's intent to discontinue service and the procedure for, and the availability of, an opportunity to discuss the reasons for the proposed discontinuance of service.
- b. Before discontinuing service, the customer or property owner shall have the opportunity to discuss the reason for the proposed Discontinuance with an employee designated by the

Manager who shall be empowered to dispute bills, rectify any errors, and settle controversies pertaining to the review discontinuance of service.

- c. When service has been discontinued as provided in this section, the customer or property owner shall pay all unpaid special taxes, charges, including penalties and interest, plus all District expenses and charges for the discontinuance and restoration of service, prior to the restoration of the discontinued service.
- d. No service shall be discontinued on any Saturday, Sunday, legal holiday, or at any time during which the District's business offices are not open to the public.

#### **7.06 Remedies Cumulative**

All remedies set forth herein for the collection and enforcement of special taxes, charges, and penalties are cumulative and may be pursued alternatively or consecutively.

#### **7.07 Declaration of Procedures**

The District hereby declares the foregoing procedures are established as a means of enforcing the terms and conditions of the District's ordinances, rules and regulations and shall not be construed as penalties.

#### **7.08 Adjustment of Bills**

At the request of a customer or at the General Manager's discretion, the General Manager may correct any erroneous bill provided for in this Chapter for up to four years from the date of the erroneous bill for service; provided, however, that the customer request must be filed no later than four years from the date of payment of the disputed bill and that all parties affected shall have a right to appeal the Manager's determination to the Board of Directors within fifteen (15) days of the date of the Manager's decision. The decision of the Board of Directors thereon shall be final and binding on all parties. The District shall pay interest on the refunded amount at a rate of 3% per year calculated from the payment of the disputed bill or the date of the refund claim, whichever is later. *(added March 15, 2023 by Ordinance O2023-01)*

### **Section 8.00 Prohibited Activities on District Property**

The following activities are prohibited on District Property pursuant to the authority provided in Section 3.05 of this Code and Government Code Sections 61060 and 61064.

#### **8.01 Trespasses**

No person shall enter upon District Property, except for the purpose of conducting District business, to attend publicly noticed District meetings, or as otherwise authorized by law or District staff.

#### **8.02 Defacing Property**

No person shall deface, damage or destroy District Property. The terms deface, damage and destroy as used in this Section shall include graffiti.

#### **8.03 Loitering**

No person shall loiter upon District Property. As used in this Section, the word "loiter" means entering and remaining on District Property under such circumstances that a reasonable person would conclude that the person who has entered and remained on such premises does not have a purpose legitimately connected with District or otherwise authorized allowed by law.

#### **8.04 Use of Motor Vehicles:**

- a. No person shall drive or operate a motor vehicle on District Property except to conduct District business, attend a publicly noticed District meeting or as otherwise authorized by law or District staff.
- b. No person shall park a motor vehicle on District Property except in areas specifically designated as parking areas. In no case shall any person park a motor vehicle on District Property in a manner that presents a hazard to the public.
- c. No person shall park or otherwise allow a motor vehicle to remain on District Property during hours that the District Property is closed without a permit from the District.
- d. No person shall abandon any motor vehicle on District Property.

**8.05 Use of Skateboards**

No person shall ride or propel a skateboard on District Property.

**8.06 Animals**

No person shall bring an animal onto District Property, except for the purpose of aiding or assisting persons with disabilities.

**8.07 Disposal of Refuse**

No person shall dump, deposit, or release any bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage, refuse, or trash in or upon District Property, except that refuse which is incidental to the use of the facility which may be deposited into the receptacles as provided therefore.

**8.08 Consumption of Alcoholic Beverages**

No person shall possess any can, bottle or other receptacle containing any alcoholic beverage which has been opened, or a seal broken, or the contents of on or within District Property, unless otherwise authorized by the Manager.

**8.09 Firearms**

No person shall bring a firearm onto District Property, except for law enforcement or District Security Officers.

**8.10 Fireworks**

No person shall possess or ignite any firecracker or fireworks on District Property, unless otherwise authorized by the Manager.

**8.11 Use of Bridge**

No person shall dive or jump from any bridge owned or authorized for use by the District, including, but not limited to, the Yellow Bridge and the Pedestrian Bridge.

**Section 9.00 False Alarm Service Fee**

**9.01 False Alarm Fee**

All persons operating an alarm system within the District shall pay a false alarm fee of \$100 per false alarm to reimburse the District for costs incurred by the District Security Department resulting from false alarms. Such fee shall apply to false alarms in excess of one false alarm per calendar month.

**9.02****Collection**

Fees for false alarms shall be collected in the same manner as set forth in Section 6.00 of this Chapter.

# **RANCHO MURIETA COMMUNITY SERVICES DISTRICT**

DISTRICT CODE  
CHAPTER 31

## **SOLID WASTE COLLECTION AND DISPOSAL**



Amended ~~February 15~~ March 15, 2023  
Ordinance O2023-01

# TABLE OF CONTENTS

<b>SECTION 1.00 Findings — Purpose of Provisions .....</b>	<b>4</b>
<b>SECTION 2.00 Definitions.....</b>	<b>4</b>
2.01 Bulky Waste or Large Items .....	4
2.02 Board.....	4
2.03 Collection .....	4
2.04 Cart or Container.....	4
2.05 Contractor.....	5
2.06 County .....	5
2.07 Department.....	5
2.08 Disposal.....	5
2.09 District.....	5
2.10 Excluded Waste.....	5
2.11 Food Waste.....	5
2.12 Organic Waste.....	5
2.13 Manure or Stable Matter .....	6
2.14 Recyclable Materials.....	6
2.15 Rubbish .....	6
2.16 Solid Waste .....	6
<b>SECTION 3.00 Mandatory Service .....</b>	<b>6</b>
3.01 Mandatory Service .....	6
3.02 Exceptions to Mandatory Service .....	6
<b>SECTION 4.00 Exclusive Right of Collection .....</b>	<b>7</b>
4.01 Collection by District – Applicable Provisions.....	7
4.02 Collection By Independent Contractor.....	7
4.03 Collection Rates and Billings.....	7
a. Rates.....	7
b. Collection of Charges for Collection Services.....	8
c. Billing.....	8
d. Due Date.....	8
e. Delinquency.....	8
f. Delinquency Penalty.....	9
g. Collection of Delinquent Charges on County Tax Roll.....	9
h. Adjustment of Bills.....	9
4.04 Collection Hours and Collection Days.....	<del>10</del> 10 <sup>9</sup>
4.05 Carts, Containers, and Lawn and Leaf Bags .....	9
a. Grey Rubbish Cart.....	9
b. Green Organic Waste Cart.....	9
c. Blue Recycling Cart .....	10
d. Used Oil Container .....	10
e. Lawn and Leaf Bags: .....	10
4.06 Solid Waste Burning .....	10
4.07 Depositing In Streets.....	<del>11</del> 10



**SECTION 5.00 Recyclable Materials - Property Rights - Collection by Unauthorized**

**Persons..... 110**  
5.01 Property Rights..... 10  
5.02 Violation..... 11  
5.03 Recyclable Material—Owner's Rights:..... 11

**SECTION 6.00 Construction and Demolition Refuse ..... 11**

6.01 Storage..... 11  
6.02 Disposal..... 11

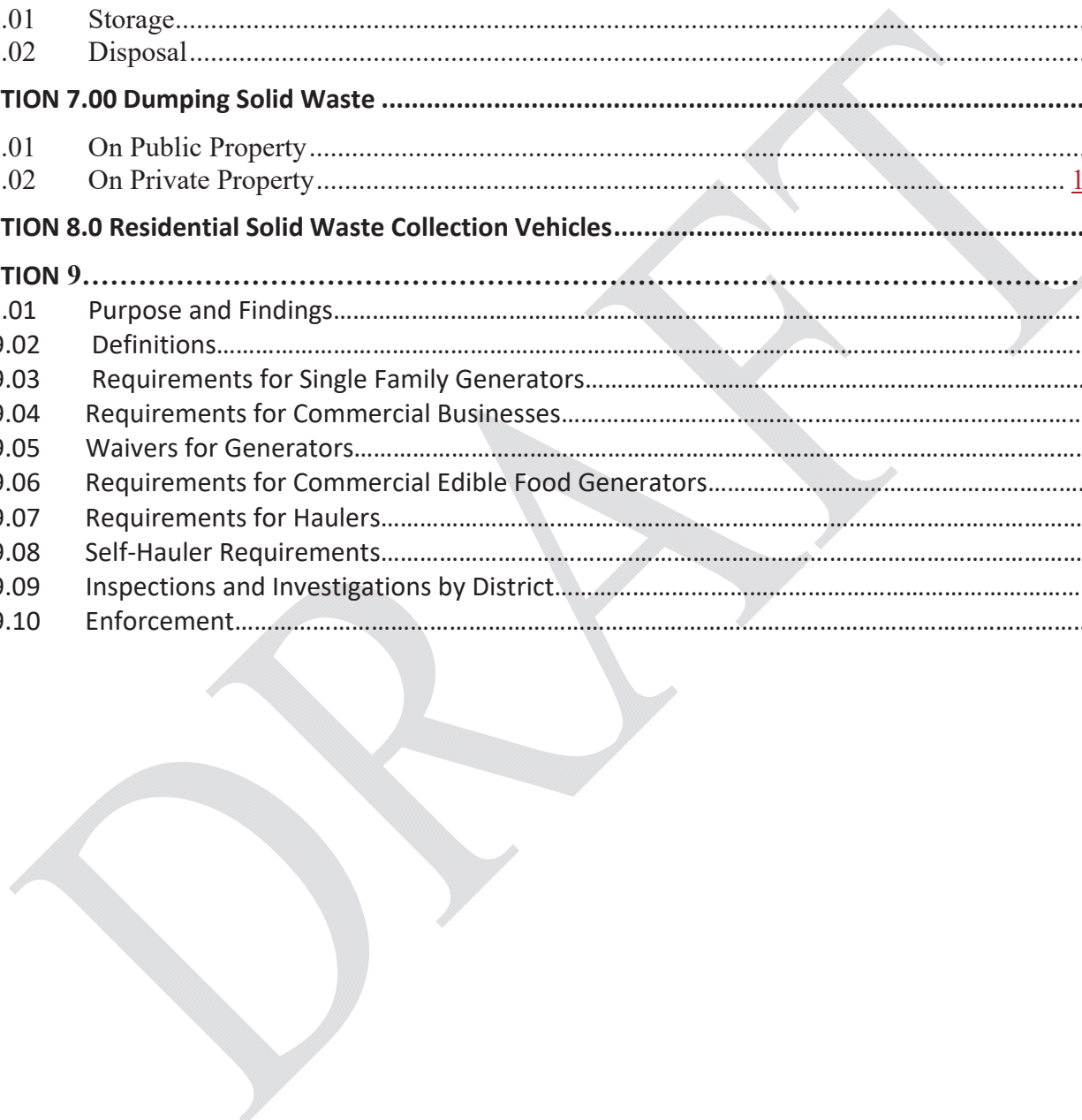
**SECTION 7.00 Dumping Solid Waste ..... 11**

7.01 On Public Property ..... 11  
7.02 On Private Property ..... 12 ~~11~~

**SECTION 8.0 Residential Solid Waste Collection Vehicles..... 11**

**SECTION 9..... 12**

9.01 Purpose and Findings.....12  
9.02 Definitions.....13  
9.03 Requirements for Single Family Generators.....20  
9.04 Requirements for Commercial Businesses.....20  
9.05 Waivers for Generators.....22  
9.06 Requirements for Commercial Edible Food Generators.....23  
9.07 Requirements for Haulers.....25  
9.08 Self-Hauler Requirements.....25  
9.09 Inspections and Investigations by District.....26  
9.10 Enforcement.....26



## DISTRICT CODE

### CHAPTER 31

#### SOLID WASTE COLLECTION AND DISPOSAL

##### **SECTION 1.00 Findings — Purpose of Provisions**

The Board does find and determine that the storage, accumulation, collection and disposal of Solid Waste, and other discarded goods and material, is a service the District is authorized to provide, and is a matter of great public concern in that improper control of such matters can lead to air pollution, fire hazards, rat infestation, and other problems affecting the health, welfare and safety of the District. The Board declares that the regulations in Chapter 31 of this Code provided are designed to eliminate or alleviate such problems.

The Board further finds as follows:

- a. Reduction of the amount of Solid Waste and conservation of recyclable materials is an important public concern of the District by reason of the growing problem of Solid Waste disposal and its impact on our environment;
- b. Recycling conserves valuable material resources and energy, and promotes greater efficiency; and
- c. Recycling will reduce the overall amount of Solid Waste presently generated, and thus reduce storage, collection, transportation and disposal costs for residents of the District.

##### **SECTION 2.00 Definitions**

Whenever in Chapter 31 of this Code, the following words or phrases are used; they shall have the meanings respectively ascribed to them in this section:

##### **2.01 Bulky Waste or Large Items**

Bulky Waste or Large Items shall mean materials including furniture, carpets, mattresses, clothing, tires, electronic equipment such as televisions, stereos, computers, monitors, VCR's and similar items; refrigerators, ranges, water heaters, freezers, and similar household appliances; or some combination of such items in a container the dimensions and weight of which container does not exceed four feet by four feet by two feet (4'x4'x2') and sixty (60) pounds, which are attributed to the normal activities of a residential dwelling. Bulky Waste or Large Items must be generated by and at the physical location wherein the large items are collected. Bulky Waste shall not include Excluded Waste.

##### **2.02 Board**

Board shall mean the Board of the Rancho Murieta Community Services District.

##### **2.03 Collection**

Collection shall mean the operation of gathering together and transporting to the point of disposal of Solid Waste and other waste material.

##### **2.04 Cart or Container**

Cart or Container shall mean a receptacle constructed of metal, rubber, plastic or a combination thereof.

**2.05 Contractor**

Contractor shall mean the person entering into a contract with the District for the collection and disposal of Solid Waste.

**2.06 County**

County shall mean the County of Sacramento.

**2.07 Department**

Department shall mean the Sacramento County Department of Public Works acting by, through and under the authority of the Director of Public Works, unless the context indicates otherwise.

**2.08 Disposal**

Disposal shall mean the complete operation of treating and disposing of the accumulations of Solid Waste and the product or residue arising from such treatment.

**2.09 District**

District shall mean the Rancho Murieta Community Services District.

**2.10 Excluded Waste**

Excluded Waste shall mean biohazardous or biomedical waste; hazardous waste sludge; Manure or Stable Matter; organic waste more than five (5) feet in length or with a diameter more than six (6) inches or a weight more than fifty (50) pounds; electronic equipment such as televisions, stereos, computers, monitors, VCR's and similar items; and refrigerators, ranges, water heaters, freezers and similar household appliances; boats and boat trailers; automobiles; automobile parts; internal combustion engines; lead-acid batteries; and those wastes under the control of the Nuclear Regulatory Commission.

**2.11**

**Food Waste**

Food Waste shall mean all putrescible waste, which generally includes but is not limited to kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with, or results from the storage, preparation, cooking or handling of food materials. Food Waste must be generated by and at the physical location wherein the Food Waste is collected.

**2.12 Green Waste**

Green Waste shall mean any vegetative matter resulting from normal yard and landscaping maintenance. Green Waste includes plant debris, such as grass clippings, leaves, pruning, weeds, branches, brush, Christmas trees, and other forms of organic waste not more than five (5) feet in its longest dimension or with a diameter not more than six (6) inches or weights more than fifty (50) pounds and must be generated by and at the physical location wherein the Green Waste are collected.

## **2.12 Organic Waste**

Organic Waste shall mean Solid Waste containing material originated from living organisms and their metabolic waste products, including but not limited to Food Waste, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, Manure and Stable Matter, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46).

## **2.13 Manure or Stable Matter**

Manure or Stable Matter shall mean any waste matter normally accumulated in stables, or in livestock or poultry enclosures.

## **2.14 Recyclable Materials**

Recyclable Materials shall mean those materials that are capable of being recycled and which would otherwise be processed or disposed of as Food Waste or Rubbish. Recyclable Materials include: newsprint (including inserts); mixed paper (including magazines, catalogs, envelopes, junk mail, corrugated cardboard, Kraft brown bags and paper, paperboard, paper egg cartons, office ledger paper, and telephone books); glass containers; aluminum beverage containers; small scrap and cast aluminum (not exceeding five (5) pounds in weight nor two (2) feet in any dimension for any single item); steel, including "tin" cans; bimetal containers; mixed plastics such as plastic bags, plastic film, plastic containers (1-7), and bottles including containers made of HDPE, LDPE, PET, or PVC; aseptic containers; and polystyrene.

## **2.15 Rubbish**

Rubbish shall mean accumulation of refuse, paper, excelsior, rags, wooden boxes and containers, sweep-ups, and all other accumulations of a nature other than Food Waste, Organic Waste or Recyclable Materials. Rubbish must be generated by and at the physical location wherein the Rubbish is collected.

## **2.16 Solid Waste**

Solid Waste shall mean Food Waste, Organic Waste, Large Items, Recyclable Materials, or Rubbish that is generated or accumulates in homes, hotels, restaurants, businesses, offices or government buildings. Solid Waste must be generated by and at the physical location wherein the Solid Waste is collected. Solid Waste shall not include Excluded Waste.

## **SECTION 3.00 Mandatory Service**

### **3.01 Mandatory Service**

Except as otherwise expressly provided by this Chapter, the owner, tenant, or occupant of every improved and occupied parcel (parcel with one or more residential buildings approved for occupancy) located within the District shall subscribe to Solid Waste Collection Service provided by the District.

### **3.02 Exceptions to Mandatory Service**

A residential construction contractor, commercial gardener and those engaged in the business of cleaning residential properties and employees thereof, when collecting or transporting Solid Waste consisting of by-products of the services provided to a lawful disposal location.

## **SECTION 4.00 Exclusive Right of Collection**

The District and its duly authorized agents, servants, and employees, or any Contractor with whom the District may at any time enter into a contract therefore, and the agents, servants, and employees of such contractor, while any such contract shall be in force, shall have the exclusive right to gather, collect and remove Solid Waste from all premises in the District; and no person other than those above specified shall gather, collect or remove any Solid Waste, or convey or transport any Solid Waste in, along or over any public streets, alley or highway in the District, or take any Solid Waste from any container in which the same may be placed for collection or removal, or interfere with or disturb any such container from any location where the same is placed by the owner thereof; provided, however, that nothing in this section contained shall be deemed to prohibit the occupant of any dwelling house from himself removing any Solid Waste accumulated on the premises occupied by him as a dwelling house and disposing of the same in a lawful manner, or to prohibit any person from gathering, collecting or removing from the premises occupied by him any Solid Waste.

### **4.01 Collection by District – Applicable Provisions**

- a. The District may provide for the collection and disposal of Solid Waste from all premises in the District. When the District so acts, the following provisions shall be applicable. Such provisions may be made either by letting a contract for such collection and removal or otherwise. The District shall have charge and supervision of such collection and removal and shall prescribe and establish routes and days for the collection and removal of Solid Waste from the various parts of the District so as to conform to the provisions of this Chapter 31 of this Code and may change the same from time to time. When such routes or days of collection are established or changed, the District shall give notice thereof in such manner as the District deems best. Every person desiring to have the District collect and remove Solid Waste from any premises in the District shall place and keep the same in such containers as are required by this Chapter.
- b. When the collection of Solid Waste is desired, the containers shall be placed along the street curb in front of the premises from which the Solid Waste is to be removed or in such other location designated by the District. No person shall place any cart for or containing Solid Waste in any street or public highway of the District before 5:00 p.m. prior to the day of collection or allow any cart for Solid Waste placed by him or her in any such street or other collection location after 7:00 a.m. on the day following collection.
- c. When the collection of Large Item (Bulky) Waste is desired, residents may place Bulky Waste along the street curb in front of the premises from which the Large Item (Bulky) Waste is to be removed no earlier than 5:00 p.m. prior to the scheduled day of Bulky Waste collection.

### **4.02 Collection by Independent Contractor**

If the Board has the collection and disposal of Solid Waste collected by an independent contractor or contractors, the contract shall be made under such terms and conditions as may be prescribed by resolution and set forth in such contract.

### **4.03 Collection Rates and Billings**

a. Rates

The rates for collection of Solid Waste from premises in the District shall be those rates that the Board may determine and establish from time to time by ordinance. The Board may establish rates for residential collection without establishing rates for commercial or industrial collection.

1. Gray Cart Collection Services

38-gallon cart	\$ 23.42
64-gallon cart	\$ 27.82
96-gallon cart	\$ 44.97

2. Additional Gray Carts

38-gallon cart	\$ 9.72
64-gallon cart	\$ 12.61
96-gallon cart	\$ 27.69

3. Additional Recycling Cart (in excess of 1 recycled cart)

38-gallon cart	N/A
64-gallon cart	\$ 6.91
96-gallon cart	\$ 6.91

4. Additional Green Waste Cart (in excess of 2 green waste carts)

38-gallon cart	N/A
64-gallon cart	\$ 6.91
96-gallon cart	\$ 6.91

5. Sacramento County Surcharge \$ 2.00

b. Collection of Charges for Collection Services

The rates and charges imposed by this Chapter may be collected together with charges for any other service provided by the District. If all or any part of the bill is not paid, the District may discontinue any or all of the services for which the bill is rendered in the manner herein provided. The District may take the actions authorized by this Section 4.00 or otherwise authorized by law to collect a delinquent bill for service for up to three years from the date of the delinquent bill for service.

~~b. Collection of Charges for Collection Services~~

~~The rates and charges imposed by this Chapter may be collected together with charges for any other service provided by the District. If all or any part of the bill is not paid, the District may discontinue any or all of the services for which the bill is rendered in the manner herein provided. The District~~



may take the actions authorized by this Section 4.00 or otherwise authorized by law to collect a delinquent bill for service for up to three years from the date of the delinquent bill for service.

c. Billing

All solid waste accounts shall be billed monthly.

d. Due Date

All bills are due and payable on the date they are issued by the District.

e. Delinquency

A bill for service is delinquent if not paid and received at the Rancho Murieta Community Services District office by the 25<sup>th</sup> day of the month following the month in which the bill was mailed.

f. Delinquency Penalty

1. A one-time basic penalty of ten percent (10%) of the delinquent service charges shall be added to each delinquent bill for the first month the bill is delinquent.
2. After levying the basic penalty provided in in the preceding subsection, the District shall thereafter levy an additional penalty of one percent (1%) per month to all delinquent charges and basic penalties remaining unpaid, until and unless the Board requests the County Auditor to include the amount of all delinquent rates, charges and penalties for collection on the County property tax roll as set forth in the succeeding subsection. Monies paid when any portion of an account is delinquent shall first be credited to interest and penalties, then to the delinquent portion of the bill, and then to the current portion of the bill.

g. Collection of Delinquent Charges on County Tax Roll

All rates, charges, penalties, and interest, which remain delinquent, may be collected on the County property tax roll in the same manner as property taxes in accordance with Government Code section 61115(b), provided that the District shall first have given the property owner notice and an opportunity to be heard as provided by law. After delinquent amounts have been turned over to the County Auditor for collection, no payment shall be received by the District on the delinquent amounts except as collected by the County Tax Collector. *(Added by Ordinance 2019-03)*

h. Adjustment of Bills

The District staff or General Manager may adjust or grant credits from the rates or fees provided in this Chapter in the event of a dispute relating to a charge to a customer provided, however, the customer request must be filed no later than one year from the date of the disputed bill and that all parties affected shall have a right to appeal the District staff or General Manager's determination to the Board of Directors within fifteen (15) days after receipt of the General Manager's written decision. The decision of the Board of Directors thereon, shall be final and binding on all parties.

*(Added by Ordinance 2023-01)*



#### **4.04 Collection Hours and Collection Days**

Residential collection starts no earlier than 7:00 a.m. and terminates no later than 5:00 p.m. Residential collection may occur on Tuesdays, Wednesdays, or Thursdays.

#### **4.05 Carts, Containers, and Lawn and Leaf Bags**

No person shall dump any Solid Waste nor deposit the same in anything except a cart for holding Solid Waste. Each cart shall be as follows:

a. Gray Rubbish Cart

A heavy plastic receptacle with a rated capacity of at least thirty-two (32) and not more than ninety-six (96) gallons, having a hinged tight-fitting lid and wheels, that is approved by the District and is labeled appropriately labeled as a garbage cart.

b. Green Organic Waste Cart

A heavy plastic receptacle with a rated capacity at least thirty-two (32) gallons and not exceeding ninety-six (96) gallons, having a hinged, tight fitting lid and wheels that are approved for such purpose by the District and is appropriately labeled as an organic waste cart. Organic Waste is further governed by Section 9 of this Code.

c. Blue Recycling Cart

A heavy plastic receptacle with a rated capacity of at least thirty-two (32) gallons and not more than ninety-six (96) gallons, having a hinged tight-fitting lid, and wheels that is approved for such purpose by the District and is appropriately labeled as a recycling cart.

d. Used Oil Container

A plain copoly container provided by the District or its designee for the accumulation of used oil that is at least four (4) quarts in capacity, leak-proof, has a screw-on lid and has a label designating it for use as a used oil container.

e. Lawn and Leaf Bags

During the four (4) month period beginning October 1 and ending January 31 and annually thereafter during the term of this Contract, Service Recipients may place unlimited amounts of leaves at the curb alongside their Organic Waste Cart as part of Green Waste Collection Service. The leaves shall be placed in paper lawn and leaf bags and closed in such a manner as to contain the leaves during Collection. Leaves must be generated by and at the Residential Service Unit wherein the leaves are collected. During this period, CONTRACTOR shall Collect and dispose of all leaves that are properly bagged and placed at the curb at no additional charge to the Service Recipient.

#### **4.06 Solid Waste Burning**

No person shall burn any Solid Waste within the District without having first complied with all rules and regulations of the District, the county, the air pollution control district and the state.

#### **4.07 Depositing in Streets**

No person shall throw, place, scatter or deposit any Solid Waste, Excluded Waste, or other waste of any kind or composition in or upon any public street or highway in the District except as herein expressly authorized, nor throw, place, scatter or deposit any Solid Waste, Excluded Waste, or other waste of any kind or composition upon or below the surface of any premises in such a manner that the same is or may become a nuisance or endanger the public health.

### **SECTION 5.00 Recyclable Materials - Property Rights - Collection by Unauthorized Persons**

#### **5.01 Property Rights**

From time of placement of Recyclable Materials at the curb or in recycling shelters for collection in accordance with the District's recycling program, such Recyclable Materials shall be and become the property of the District or its authorized agent. It shall be a violation of the ordinance codified in this section for any person unauthorized by the District to collect or pick up or cause to be collected or picked up any such items. Any and each such collection in violation hereof from one or more locations shall constitute a separate and distinct offense punishable as hereinafter provided.

#### **5.02 Violation**

Violation of any provision of this Chapter shall constitute a misdemeanor punishable in the manner prescribed by the laws of the State.

#### **5.03 Recyclable Material—Owner's Rights**

Nothing in Chapter 31 shall limit the right of any person to donate, sell, or otherwise dispose of his or her Recyclable Materials.

### **SECTION 6.00 Construction and Demolition Refuse**

#### **6.01 Storage**

No Solid Waste from building construction or demolition may be stored on site and in the open. All Solid Waste from construction and demolition shall be placed and contained in commercial type debris containers. Solid Waste, which may be transported by the wind shall be placed in suitable Containers daily and removed as necessary. Adequate storage capacity shall be provided to prevent littering of surrounding areas.

#### **6.02 Disposal**

Solid Waste from construction and demolition shall not be disposed in residential garbage, recycle or yard waste containers.

### **SECTION 7.00 Dumping Solid Waste**

#### **7.01 On Public Property**

No person shall dispose of or dump upon any public or commonly owned property or street of the District or upon any property of another, except such property as may be provided and set apart for such use by the District, Solid Waste, Excluded Waste, or other waste of any kind or composition. The Board may enter into a contract for the collection and disposal of the Solid Waste, and may provide such rules for the regulation thereof as it may from time to time deem best and necessary.

## **7.02 On Private Property**

No person shall dispose of or dump upon any private property within the District any Solid Waste, Excluded Waste or other waste of any kind or composition.

## **SECTION 8.00 SECTION 8.0**

### **SECTION 8.00 Residential Solid Waste Collection Vehicles**

No person authorized to engage in residential Solid Waste collection service shall operate any truck-mounted Solid Waste loading and/or compacting equipment or similar device in any manner so as to create any noise exceeding seventy-five (75) dBA, measured at a distance of twenty-five (25) feet measured at an elevation of five (5) feet above ground level using the "A" scale of the standard sound level meter at slow response from the equipment in an open. If requested by the District, residential collection vehicles are to be tested annually during the months of March and April, beginning March of 2006/2023, and certificates of testing showing that the vehicles met the requirements of this section.

## **Mandatory Organic Waste Disposal Reduction**

### **8.01 Purpose and Findings**

The District finds and declares:

- a. State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) Solid Waste generated in their jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment.
- b. State recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires jurisdictions to implement a Mandatory Commercial Recycling program.
- c. State organics recycling law, Assembly Bill 1826 of 2014 (approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time), requires businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste, Recycling, and Organic Waste per week to arrange for recycling services for that waste, requires jurisdictions to implement a recycling program to divert Organic Waste from businesses subject to the law, and requires jurisdictions to implement a Mandatory Commercial Organics Recycling program.
- d. SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations

place requirements on multiple entities including jurisdictions, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets.

- e. SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires jurisdictions to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations. This ordinance will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption.

## 8.02 Definitions

In addition to those definitions provided in Section 1 of this Code, whenever in Section 9 of this Code, the following words or phrases are used; they shall have the meanings respectively ascribed to them in this section:

- a. “Blue Container” has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials or Source Separated Blue Container Organic Waste.
- b. “CalRecycle” means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on jurisdictions (and others).
- c. “California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references in this ordinance are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).
- d. “Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this ordinance.
- e. “Commercial Edible Food Generator” includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in Section 9.02 of this Code or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).
- f. “Compliance Review” means a review of records by the District to determine compliance with this ordinance.
- g. “Community Composting” means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).

- h. "Compost" has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the effective date of this ordinance, that "Compost" means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.
- i. "Compostable Plastics" or "Compostable Plastic" means plastic materials that meet the ASTM D6400 standard for composability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).
- j. "Container Contamination" or "Contaminated Container" means a container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).
- k. "C&D" means construction and demolition debris.
- l. "Designee" means an entity that the District contracts with or otherwise arranges to carry out any of the District's responsibilities of this ordinance as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.
- m. "District Enforcement Official" means the District General Manager or authorized Designee(s) who is/are partially or whole responsible for enforcing the ordinance.
- n. "Edible Food" means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(18), "Edible Food" is not Solid Waste if it is recovered and not discarded. Nothing in this ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.
- o. "Enforcement Action" means an action of the District to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.
- p. "Excluded Waste" means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the District and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in District's, or its Designee's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose District, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of household batteries and motor oil and filters in compliance with Sections 41500 and 41802 of the California Public Resources Code.



- q. “Food Distributor” means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).
- r. “Food Facility” has the same meaning as in Section 113789 of the Health and Safety Code.
- s. “Food Recovery” means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).
- t. “Food Recovery Organization” means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:
  1. A food bank as defined in Section 113783 of the Health and Safety Code;
  2. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
  3. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7). If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this ordinance.

- u. “Food Recovery Service” means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).
- v. “Food Scraps” means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.
- w. “Food Service Provider” means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).
- x. “Food-Soiled Paper” is compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.
- y. “Food Waste” means Food Scraps, Food-Soiled Paper, and Compostable Plastics.

- z. “Gray Container” has the same meaning as in 14 CCR Section 18982.2(a)(28) and shall be used for the purpose of storage and collection of Gray Container Waste.
- aa. “Gray Container Waste” means Solid Waste that is collected in a Gray Container that is part of a three-container Organic Waste collection service that prohibits the placement of Organic Waste in the Gray Container as specified in 14 CCR Sections 18984.1(a) and (b), or as otherwise defined in 14 CCR Section 17402(a)(6.5).
- bb. “Green Container” has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for the purpose of storage and collection of Source Separated Green Container Organic Waste.
- cc. “Grocery Store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).
- dd. “Hauler Route” means the designated itinerary or sequence of stops for each segment of the District’s collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).
- ee. “High Diversion Organic Waste Processing Facility” means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the “Mixed waste organic collection stream” as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).
- ff. “Inspection” means a site visit where the District reviews records, containers, and an entity’s collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this ordinance, or as otherwise defined in 14 CCR Section 18982(a)(35).
- gg. “Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this ordinance.
- hh. “Large Venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts



center, fairground, museum, theater, or other public attraction facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this ordinance.

- ii. “Local Education Agency” means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).
- jj. “Multi-Family Residential Dwelling” or “Multi-Family” means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.
- kk. “Non-Compostable Paper” includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).
- ll. “Non-Organic Recyclables” means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).
- mm. “Notice of Violation (NOV)” means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.
- nn. “Organic Waste Generator” means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).
- oo. “Paper Products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).
- pp. “Printing and Writing Papers” include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).
- qq. “Prohibited Container Contaminants” means the following: (i) discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the District’s Blue Container; (ii) discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the District’s Green Container; (iii) discarded materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Organic Wastes to be placed in District’s Green Container and/or Blue Container; and, (iv) Excluded Waste placed in any container.

- rr. “Recovered Organic Waste Products” means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).
- ss. “Recovery” means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).
- tt. “Recycled-Content Paper” means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).
- uu. “Renewable Gas” means gas derived from Organic Waste that has been diverted from a California landfill and processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recycle Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).
- vv. “Restaurant” means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).
- ww. “Route Review” means a visual inspection of containers along a Hauler Route for the purpose of determining Container Contamination, and may include mechanical inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).
- xx. “SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.
- yy. “SB 1383 Regulations” or “SB 1383 Regulatory” means or refers to, for the purposes of this ordinance, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.
- zz. “Self-Hauler” means a person, who hauls Solid Waste, Organic Waste or recyclable material he or she has generated to another person. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator’s own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).
- aaa. “Single-Family” means of, from, or pertaining to any residential premises with fewer than five (5) units.
- bbb. “Solid Waste” has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid,

semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

1. Hazardous waste, as defined in the State Public Resources Code Section 40141.
  2. Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).
  3. Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.
- ccc. "Source Separated" means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the ordinance, Source Separated shall include separation of materials by the generator, property owner, property owner's employee, property manager, or property manager's employee into different containers for the purpose of collection such that Source Separated materials are separated from Gray Container Waste or other Solid Waste for the purposes of collection and processing.
- ddd. "Source Separated Green Container Organic Waste" means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator, excluding Source Separated Blue Container Organic Waste, carpets, Non-Compostable Paper, and textiles.
- eee. "Source Separated Blue Container Recyclable Materials" means Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste.
- fff. "State" means the State of California.
- ggg. "Supermarket" means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).
- hhh. "Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

1. Supermarket.
2. Grocery Store with a total facility size equal to or greater than 10,000 square feet.
3. Food Service Provider.
4. Food Distributor.
5. Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this ordinance.

iii. “Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

1. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
2. Hotel with an on-site Food Facility and 200 or more rooms.
3. Health facility with an on-site Food Facility and 100 or more beds.
4. Large Venue.
5. Large Event.
6. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
7. A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this ordinance.

jjj. “Wholesale Food Vendor” means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

### **8.03 Requirements for Single-Family Generators**

Single-Family Organic Waste Generators shall comply with the following requirements:

- a. Shall subscribe to District’s Organic Waste collection services for all Organic Waste generated as described below in Section 9.03. District shall have the right to review the number and size of a generator’s containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Single-Family generators shall adjust its service level for its collection services as requested by the District.

- b. Shall participate in the District's Organic Waste collection service(s) by placing designated materials in designated containers as described below, and shall not place Prohibited Container Contaminants in collection containers. Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.

#### **8.04 Requirements for Commercial Businesses**

Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, shall:

- a. Subscribe to District's three container collection services and comply with requirements of those services as described below in Section 9.04, except Commercial Businesses that meet the Self-Hauler requirements in Section 9.07 of this Code. District shall have the right to review the number and size of a generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Commercial Businesses shall adjust their service level for their collection services as requested by the District.
- b. Except Commercial Businesses that meet the Self-Hauler requirements in Section 9.07 of this Code, participate in the District's Organic Waste collection service(s) by placing designated materials in designated containers as described below. Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generator shall not place materials designated for the Gray Container into the Green Container or Blue Container.
- c. Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors conforming with this section for employees, contractors, tenants, and customers, consistent with District's Blue Container, Green Container, and Gray Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section 9.07.
- d. Excluding Multi-Family Residential Dwellings, provide containers for the collection of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal occurs. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:
  - 1. A body or lid that conforms with the container colors provided through the collection service provided by District, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not



comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.

2. Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.
- e. Multi-Family Residential Dwellings are not required to comply with container placement requirements or labeling requirement in Section 9.04 pursuant to 14 CCR Section 18984.9(b).
- f. To the extent practical through education, training, inspection, and/or other measures, excluding Multi-Family Residential Dwellings, prohibit employees from placing materials in a container not designated for those materials per the District's Blue Container, Green Container, and Gray Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section 9.07.
- g. Excluding Multi-Family Residential Dwellings, periodically inspect Blue Containers, Green Containers, and Gray Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).
- h. Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials.
- i. Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Organic Waste and Source Separated Recyclable Materials separate from Gray Container Waste (when applicable) and the location of containers and the rules governing their use at each property.
- j. Provide or arrange access for District or its agent to their properties during all Inspections conducted in accordance with Section 9.09 of this Code to confirm compliance with the requirements of this ordinance.
- k. *If a Commercial Business wants to self haul, meet the Self-Hauler requirements in Section 9.07 of this Code.*
- l. Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
- m. Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section 9.06.

## 8.05 Waivers for Generators

- a. De Minimis Waivers. District may waive a Commercial Business' obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste requirements of this ordinance if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material as described in subsection (a)(2) below. Commercial Businesses requesting a de minimis waiver shall:
  1. Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted in subsection (a)(2) below.
  2. Provide documentation that either:
    - (a) The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,
    - (b) The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.
  3. Notify the District if circumstances change such that Commercial Business's Organic Waste exceeds threshold required for waiver, in which case waiver will be rescinded.
  4. Provide written verification of eligibility for de minimis waiver every 5 years, if District has approved de minimis waiver.
- b. Physical Space Waivers. District may waive a Commercial Business' or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the recyclable materials and/or Organic Waste collection service requirements if the District has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the Organic Waste collection requirements of Section 9.04.

Commercial Business or property owner may request a physical space waiver through the following process:

1. Submit an application form specifying the type(s) of collection services for which they are requesting a compliance waiver.
  2. Provide documentation that the premises lacks adequate space for Blue Containers and/or Green Containers including documentation from its hauler, licensed architect, or licensed engineer.
  3. Provide written verification to District that it is still eligible for physical space waiver every five years, if District has approved application for a physical space waiver.
- c. Collection Frequency Waiver. District, at its discretion and in accordance with 14 CCR



Section 18984.11(a)(3), may allow the owner or tenant of any residence, premises, business establishment or industry that subscribes to the District's three-container Organic Waste collection service to arrange for the collection of their Blue Container, Gray Container, or both once every fourteen days, rather than once per week.

#### **8.06 Requirements for Commercial Edible Food Generators**

- a. Tier One Commercial Edible Food Generators must comply with the requirements of this Section 9 commencing January 1, 2023, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.
- b. Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.
- c. Commercial Edible Food Generators shall comply with the following requirements:
  1. Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
  2. Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.
  3. Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
  4. Allow District's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.
  5. Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
    - (a) A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
    - (b) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
    - (c) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
      - (i) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
      - (ii) The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.

- (iii) The established frequency that food will be collected or self-hauled.
  - (iv) The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
- d. Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

### **8.07 Requirements for Haulers**

- a. Exclusive franchise haulers providing residential, Commercial, or industrial Organic Waste collection services to generators within the District's boundaries shall meet the following requirements and standards as a condition of approval of a contract, agreement, or other authorization with the District to collect Organic Waste:
  - 1. Through written notice to the District annually on or before January 1, identify the facilities to which they will transport Organic Waste including facilities for Source Separated Recyclable Materials and Source Separated Green Container Organic Waste.
  - 2. Transport Source Separated Recyclable Materials and Source Separated Green Container Organic Waste to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2.
  - 3. Obtain approval from the District to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1, and District's C&D ordinance.
- b. Exclusive franchise haulers authorized to collect Organic Waste shall comply with education, equipment, signage, container labeling, container color, contamination monitoring, reporting, and other requirements contained within its franchise agreement entered into with District.

### **8.08 Self-Hauler Requirements**

- a. Self-Haulers shall source separate all recyclable materials and Organic Waste (materials that District otherwise requires generators to separate for collection in the District's organics and recycling collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2, or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 18984.3.

- b. Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separated Green Container Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.
- c. Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the District. The records shall include the following information:
  - 1. Delivery receipts and weight tickets from the entity accepting the waste.
  - 2. The amount of material in cubic yards or tons transported by the generator to each entity.
  - 3. If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.
- d. A residential Organic Waste Generator that self hauls Organic Waste is not required to record or report information in subsections (c) and (d).

#### **8.09 Inspections and Investigations by District**

- a. District representatives and/or its designated entity, including Designees are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this ordinance by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow District to enter the interior of a private residential property for Inspection.
- b. Regulated entity shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the District's employee or its designated entity/Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this ordinance described herein. Failure to provide or arrange for: (i) access to an entity's premises; or (ii) access to records for any Inspection or investigation is a violation of this ordinance and may result in penalties described.
- c. Any records obtained by the District during its Inspections and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records

Act as set forth in Government Code Section 6250 et seq.

- d. District representatives, its designated entity, and/or Designee are authorized to conduct any Inspections, or other investigations as reasonably necessary to further the goals of this ordinance, subject to applicable laws.
- e. District shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

### **8.10 Enforcement**

- a. Violation of any provision of this ordinance shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by the District Enforcement Official or representative. Enforcement Actions under this ordinance are issuance of an administrative citation and assessment of a fine. The District's procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this ordinance and any rule or regulation adopted pursuant to this ordinance, except as otherwise indicated in this ordinance.
- b. Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. District may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. District may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of District staff and resources.
- c. Enforcement pursuant to this ordinance may be undertaken by the District Enforcement Official, which may be the District General Manager or designee.
- d. Process for Enforcement
  - 1. District Enforcement Officials and/or their Designee will monitor compliance with the ordinance randomly and through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program. Section 9.09 establishes District's right to conduct Inspections and investigations.
  - 2. District may issue an official notification to notify regulated entities of its obligations under the ordinance.
  - 3. District shall issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.
  - 4. Absent compliance by the respondent within the deadline set forth in the Notice of Violation, District shall commence an action to impose penalties, via an administrative citation and fine. Notices shall be sent to "owner" at the official address of the owner maintained by the tax collector for the District or if no such address is available, to the owner at the address of the dwelling or Commercial property or to the party

responsible for paying for the collection services, depending upon available information

e. Penalty Amounts for Types of Violations

The penalty levels are as follows:

1. For a first violation, the amount of the base penalty shall be \$50 to \$100 per violation.
2. For a second violation, the amount of the base penalty shall be \$100 to \$200 per violation.
3. For a third or subsequent violation, the amount of the base penalty shall be \$250 to \$500 per violation.

f. Factors Considered in Determining Penalty Amount

The following factors shall be used to determine the amount of the penalty for each violation within the appropriate penalty amount range:

1. The nature, circumstances, and severity of the violation(s).
2. The violator's ability to pay.
3. The willfulness of the violator's misconduct.
4. Whether the violator took measures to avoid or mitigate violations of this chapter.
5. Evidence of any economic benefit resulting from the violation(s).
6. The deterrent effect of the penalty on the violator.
7. Whether the violation(s) were due to conditions outside the control of the violator.

g. Compliance Deadline Extension Considerations

The District may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with Section 9.10 if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

1. Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
2. Delays in obtaining discretionary permits or other government agency approvals; or,
3. Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the District is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

h. Appeals Process

Persons receiving an administrative citation containing a penalty for an uncorrected violation may

request a hearing to appeal the citation. A hearing will be held only if it is requested within the time prescribed and consistent with District's procedures in the District's codes for appeals of administrative citations. Evidence may be presented at the hearing. The District will appoint a hearing officer who shall conduct the hearing and issue a final written order.

i. Education Period for Non-Compliance

Beginning January 1, 2023 and through December 31, 2023, Jurisdiction will conduct Inspections, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if District determines that Organic Waste Generator, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this ordinance and a notice that compliance is required by January 1, 2023, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

j. Civil Penalties for Non-Compliance

Beginning January 1, 2024, if the District determines that an Organic Waste Generator, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this ordinance, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to Section 9.10, as needed.

DRAFT



# **RANCHO MURIETA COMMUNITY SERVICES DISTRICT**

DISTRICT CODE  
CHAPTER 31

## **SOLID WASTE COLLECTION AND DISPOSAL**



Amended March 15, 2023  
Ordinance O2023-01



# TABLE OF CONTENTS

<b>SECTION 1.00 Findings — Purpose of Provisions.....</b>	<b>4</b>
<b>SECTION 2.00 Definitions.....</b>	<b>4</b>
2.01 Bulky Waste or Large Items .....	4
2.02 Board.....	4
2.03 Collection.....	4
2.04 Cart or Container.....	4
2.05 Contractor.....	5
2.06 County.....	5
2.07 Department.....	5
2.08 Disposal.....	5
2.09 District.....	5
2.10 Excluded Waste.....	5
2.11 Food Waste.....	5
2.12 Organic Waste.....	5
2.13 Manure or Stable Matter .....	6
2.14 Recyclable Materials.....	6
2.15 Rubbish .....	6
2.16 Solid Waste .....	6
<b>SECTION 3.00 Mandatory Service.....</b>	<b>6</b>
3.01 Mandatory Service .....	6
3.02 Exceptions to Mandatory Service .....	6
<b>SECTION 4.00 Exclusive Right of Collection.....</b>	<b>7</b>
4.01 Collection by District – Applicable Provisions:.....	7
4.02 Collection By Independent Contractor.....	7
4.03 Collection Rates and Billings.....	7
a. Rates.....	7
b. Collection of Charges for Collection Services.....	8
c. Billing.....	8
d. Due Date.....	8
e. Delinquency.....	8
f. Delinquency Penalty .....	9
g. Collection of Delinquent Charges on County Tax Roll.....	9
h. Adjustment of Bills.....	9
4.04 Collection Hours and Collection Days.....	9
4.05 Carts, Containers, and Lawn and Leaf Bags .....	9
a. Grey Rubbish Cart .....	9
b. Green Organic Waste Cart .....	9
c. Blue Recycling Cart .....	10
d. Used Oil Container .....	10
e. Lawn and Leaf Bags:.....	10
4.06 Solid Waste Burning .....	10
4.07 Depositing In Streets.....	10

**SECTION 5.00 Recyclable Materials - Property Rights - Collection by Unauthorized**

**Persons ..... 110**

- 5.01 Property Rights..... 10
- 5.02 Violation..... 11
- 5.03 Recyclable Material—Owner's Rights:..... 11

**SECTION 6.00 Construction and Demolition Refuse ..... 11**

- 6.01 Storage..... 11
- 6.02 Disposal..... 11

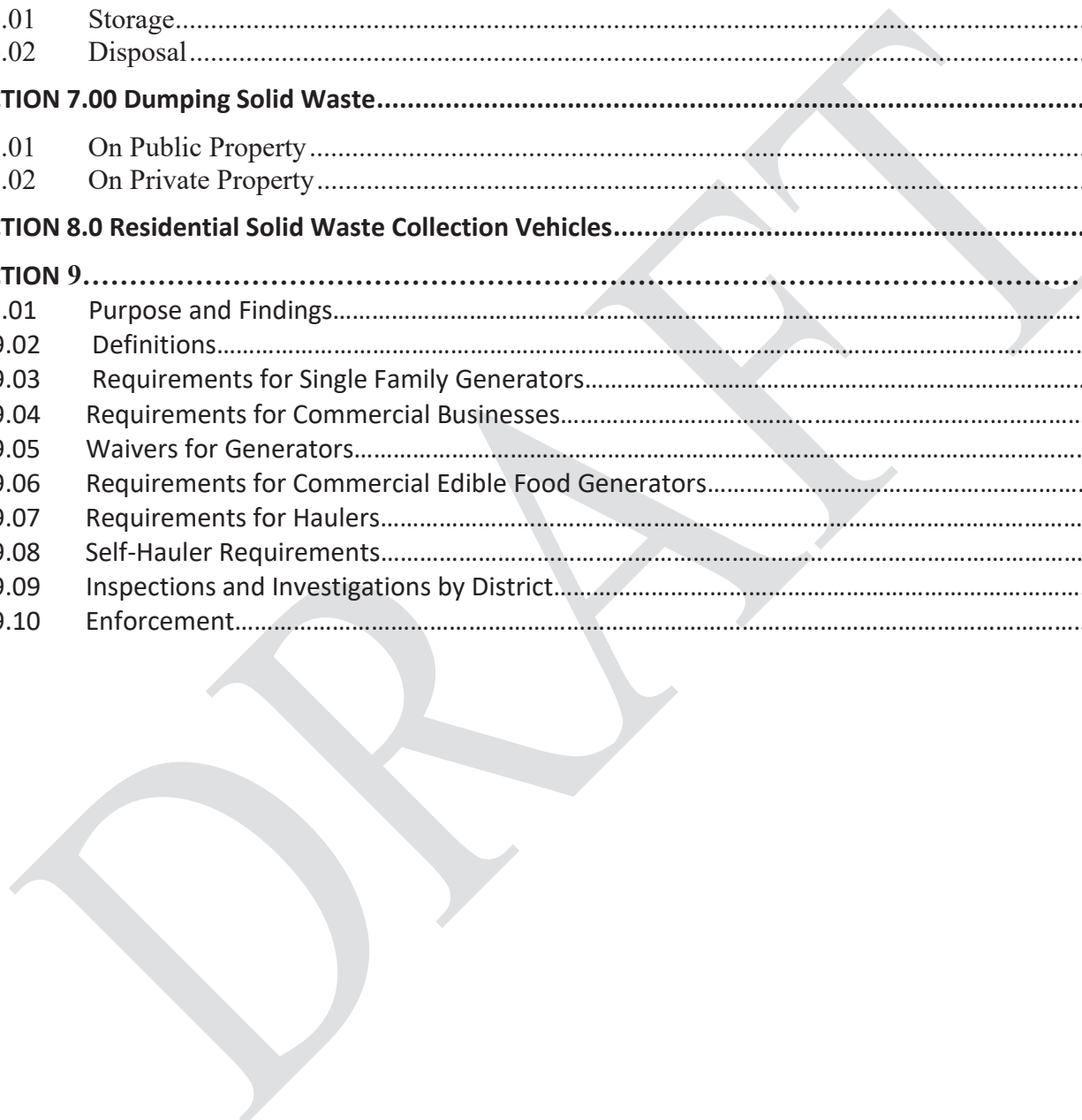
**SECTION 7.00 Dumping Solid Waste..... 11**

- 7.01 On Public Property ..... 11
- 7.02 On Private Property ..... 11

**SECTION 8.0 Residential Solid Waste Collection Vehicles..... 11**

**SECTION 9..... 12**

- 9.01 Purpose and Findings.....12
- 9.02 Definitions.....13
- 9.03 Requirements for Single Family Generators.....20
- 9.04 Requirements for Commercial Businesses.....20
- 9.05 Waivers for Generators.....22
- 9.06 Requirements for Commercial Edible Food Generators.....23
- 9.07 Requirements for Haulers.....25
- 9.08 Self-Hauler Requirements.....25
- 9.09 Inspections and Investigations by District.....26
- 9.10 Enforcement.....26



## DISTRICT CODE

### CHAPTER 31

#### SOLID WASTE COLLECTION AND DISPOSAL

##### **SECTION 1.00 Findings — Purpose of Provisions**

The Board does find and determine that the storage, accumulation, collection and disposal of Solid Waste, and other discarded goods and material, is a service the District is authorized to provide, and is a matter of great public concern in that improper control of such matters can lead to air pollution, fire hazards, rat infestation, and other problems affecting the health, welfare and safety of the District. The Board declares that the regulations in Chapter 31 of this Code provided are designed to eliminate or alleviate such problems.

The Board further finds as follows:

- a. Reduction of the amount of Solid Waste and conservation of recyclable materials is an important public concern of the District by reason of the growing problem of Solid Waste disposal and its impact on our environment;
- b. Recycling conserves valuable material resources and energy, and promotes greater efficiency; and
- c. Recycling will reduce the overall amount of Solid Waste presently generated, and thus reduce storage, collection, transportation and disposal costs for residents of the District.

##### **SECTION 2.00 Definitions**

Whenever in Chapter 31 of this Code, the following words or phrases are used; they shall have the meanings respectively ascribed to them in this section:

##### **2.01 Bulky Waste or Large Items**

Bulky Waste or Large Items shall mean materials including furniture, carpets, mattresses, clothing, tires, electronic equipment such as televisions, stereos, computers, monitors, VCR's and similar items; refrigerators, ranges, water heaters, freezers, and similar household appliances; or some combination of such items in a container the dimensions and weight of which container does not exceed four feet by four feet by two feet (4'x4'x2') and sixty (60) pounds, which are attributed to the normal activities of a residential dwelling. Bulky Waste or Large Items must be generated by and at the physical location wherein the large items are collected. Bulky Waste shall not include Excluded Waste.

##### **2.02 Board**

Board shall mean the Board of the Rancho Murieta Community Services District.

##### **2.03 Collection**

Collection shall mean the operation of gathering together and transporting to the point of disposal of Solid Waste and other waste material.

##### **2.04 Cart or Container**

Cart or Container shall mean a receptacle constructed of metal, rubber, plastic or a combination thereof.

**2.05 Contractor**

Contractor shall mean the person entering into a contract with the District for the collection and disposal of Solid Waste.

**2.06 County**

County shall mean the County of Sacramento.

**2.07 Department**

Department shall mean the Sacramento County Department of Public Works acting by, through and under the authority of the Director of Public Works, unless the context indicates otherwise.

**2.08 Disposal**

Disposal shall mean the complete operation of treating and disposing of the accumulations of Solid Waste and the product or residue arising from such treatment.

**2.09 District**

District shall mean the Rancho Murieta Community Services District.

**2.10 Excluded Waste**

Excluded Waste shall mean biohazardous or biomedical waste; hazardous waste sludge; Manure or Stable Matter; organic waste more than five (5) feet in length or with a diameter more than six (6) inches or a weight more than fifty (50) pounds; electronic equipment such as televisions, stereos, computers, monitors, VCR's and similar items; and refrigerators, ranges, water heaters, freezers and similar household appliances; boats and boat trailers; automobiles; automobile parts; internal combustion engines; lead-acid batteries; and those wastes under the control of the Nuclear Regulatory Commission.

**2.11**

**Food Waste**

Food Waste shall mean all putrescible waste, which generally includes but is not limited to kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with, or results from the storage, preparation, cooking or handling of food materials. Food Waste must be generated by and at the physical location wherein the Food Waste is collected.

**2.12 Green Waste**

Green Waste shall mean any vegetative matter resulting from normal yard and landscaping maintenance. Green Waste includes plant debris, such as grass clippings, leaves, pruning, weeds, branches, brush, Christmas trees, and other forms of organic waste not more than five (5) feet in its longest dimension or with a diameter not more than six (6) inches or weights more than fifty (50) pounds and must be generated by and at the physical location wherein the Green Waste are collected.

## **2.12 Organic Waste**

Organic Waste shall mean Solid Waste containing material originated from living organisms and their metabolic waste products, including but not limited to Food Waste, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, Manure and Stable Matter, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46).

## **2.13 Manure or Stable Matter**

Manure or Stable Matter shall mean any waste matter normally accumulated in stables, or in livestock or poultry enclosures.

## **2.14 Recyclable Materials**

Recyclable Materials shall mean those materials that are capable of being recycled and which would otherwise be processed or disposed of as Food Waste or Rubbish. Recyclable Materials include: newsprint (including inserts); mixed paper (including magazines, catalogs, envelopes, junk mail, corrugated cardboard, Kraft brown bags and paper, paperboard, paper egg cartons, office ledger paper, and telephone books); glass containers; aluminum beverage containers; small scrap and cast aluminum (not exceeding five (5) pounds in weight nor two (2) feet in any dimension for any single item); steel, including "tin" cans; bimetal containers; mixed plastics such as plastic bags, plastic film, plastic containers (1-7), and bottles including containers made of HDPE, LDPE, PET, or PVC; aseptic containers; and polystyrene.

## **2.15 Rubbish**

Rubbish shall mean accumulation of refuse, paper, excelsior, rags, wooden boxes and containers, sweep-ups, and all other accumulations of a nature other than Food Waste, Organic Waste or Recyclable Materials. Rubbish must be generated by and at the physical location wherein the Rubbish is collected.

## **2.16 Solid Waste**

Solid Waste shall mean Food Waste, Organic Waste, Large Items, Recyclable Materials, or Rubbish that is generated or accumulates in homes, hotels, restaurants, businesses, offices or government buildings. Solid Waste must be generated by and at the physical location wherein the Solid Waste is collected. Solid Waste shall not include Excluded Waste.

## **SECTION 3.00 Mandatory Service**

### **3.01 Mandatory Service**

Except as otherwise expressly provided by this Chapter, the owner, tenant, or occupant of every improved and occupied parcel (parcel with one or more residential buildings approved for occupancy) located within the District shall subscribe to Solid Waste Collection Service provided by the District.

### **3.02 Exceptions to Mandatory Service**

A residential construction contractor, commercial gardener and those engaged in the business of cleaning residential properties and employees thereof, when collecting or transporting Solid Waste consisting of by-products of the services provided to a lawful disposal location.

## **SECTION 4.00 Exclusive Right of Collection**

The District and its duly authorized agents, servants, and employees, or any Contractor with whom the District may at any time enter into a contract therefore, and the agents, servants, and employees of such contractor, while any such contract shall be in force, shall have the exclusive right to gather, collect and remove Solid Waste from all premises in the District; and no person other than those above specified shall gather, collect or remove any Solid Waste, or convey or transport any Solid Waste in, along or over any public streets, alley or highway in the District, or take any Solid Waste from any container in which the same may be placed for collection or removal, or interfere with or disturb any such container from any location where the same is placed by the owner thereof; provided, however, that nothing in this section contained shall be deemed to prohibit the occupant of any dwelling house from himself removing any Solid Waste accumulated on the premises occupied by him as a dwelling house and disposing of the same in a lawful manner, or to prohibit any person from gathering, collecting or removing from the premises occupied by him any Solid Waste.

### **4.01 Collection by District – Applicable Provisions**

- a. The District may provide for the collection and disposal of Solid Waste from all premises in the District. When the District so acts, the following provisions shall be applicable. Such provisions may be made either by letting a contract for such collection and removal or otherwise. The District shall have charge and supervision of such collection and removal and shall prescribe and establish routes and days for the collection and removal of Solid Waste from the various parts of the District so as to conform to the provisions of this Chapter 31 of this Code and may change the same from time to time. When such routes or days of collection are established or changed, the District shall give notice thereof in such manner as the District deems best. Every person desiring to have the District collect and remove Solid Waste from any premises in the District shall place and keep the same in such containers as are required by this Chapter.
- b. When the collection of Solid Waste is desired, the containers shall be placed along the street curb in front of the premises from which the Solid Waste is to be removed or in such other location designated by the District. No person shall place any cart for or containing Solid Waste in any street or public highway of the District before 5:00 p.m. prior to the day of collection or allow any cart for Solid Waste placed by him or her in any such street or other collection location after 7:00 a.m. on the day following collection.
- c. When the collection of Large Item (Bulky) Waste is desired, residents may place Bulky Waste along the street curb in front of the premises from which the Large Item (Bulky) Waste is to be removed no earlier than 5:00 p.m. prior to the scheduled day of Bulky Waste collection.

### **4.02 Collection by Independent Contractor**

If the Board has the collection and disposal of Solid Waste collected by an independent contractor or contractors, the contract shall be made under such terms and conditions as may be prescribed by resolution and set forth in such contract.

### **4.03 Collection Rates and Billings**

a. Rates

The rates for collection of Solid Waste from premises in the District shall be those rates that the Board may determine and establish from time to time by ordinance. The Board may establish rates for residential collection without establishing rates for commercial or industrial collection.

1. Gray Cart Collection Services

38-gallon cart	\$ 23.42
64-gallon cart	\$ 27.82
96-gallon cart	\$ 44.97

2. Additional Gray Carts

38-gallon cart	\$ 9.72
64-gallon cart	\$ 12.61
96-gallon cart	\$ 27.69

3. Additional Recycling Cart (in excess of 1 recycled cart)

38-gallon cart	N/A
64-gallon cart	\$ 6.91
96-gallon cart	\$ 6.91

4. Additional Green Waste Cart (in excess of 2 green waste carts)

38-gallon cart	N/A
64-gallon cart	\$ 6.91
96-gallon cart	\$ 6.91

5. Sacramento County Surcharge \$ 2.00

b. Collection of Charges for Collection Services

The rates and charges imposed by this Chapter may be collected together with charges for any other service provided by the District. If all or any part of the bill is not paid, the District may discontinue any or all of the services for which the bill is rendered in the manner herein provided. The District may take the actions authorized by this Section 4.00 or otherwise authorized by law to collect a delinquent bill for service for up to three years from the date of the delinquent bill for service.

c. Billing

All solid waste accounts shall be billed monthly.

d. Due Date



All bills are due and payable on the date they are issued by the District.

e. Delinquency

A bill for service is delinquent if not paid and received at the Rancho Murieta Community Services District office by the 25<sup>th</sup> day of the month following the month in which the bill was mailed.

f. Delinquency Penalty

1. A one-time basic penalty of ten percent (10%) of the delinquent service charges shall be added to each delinquent bill for the first month the bill is delinquent.
2. After levying the basic penalty provided in in the preceding subsection, the District shall thereafter levy an additional penalty of one percent (1%) per month to all delinquent charges and basic penalties remaining unpaid, until and unless the Board requests the County Auditor to include the amount of all delinquent rates, charges and penalties for collection on the County property tax roll as set forth in the succeeding subsection. Monies paid when any portion of an account is delinquent shall first be credited to interest and penalties, then to the delinquent portion of the bill, and then to the current portion of the bill.

g. Collection of Delinquent Charges on County Tax Roll

All rates, charges, penalties, and interest, which remain delinquent, may be collected on the County property tax roll in the same manner as property taxes in accordance with Government Code section 61115(b), provided that the District shall first have given the property owner notice and an opportunity to be heard as provided by law. After delinquent amounts have been turned over to the County Auditor for collection, no payment shall be received by the District on the delinquent amounts except as collected by the County Tax Collector. *(Added by Ordinance 2019-03)*

h. Adjustment of Bills

The District staff or General Manager may adjust or grant credits from the rates or fees provided in this Chapter in the event of a dispute relating to a charge to a customer provided, however, the customer request must be filed no later than one year from the date of the disputed bill and that all parties affected shall have a right to appeal the District staff or General Manager's determination to the Board of Directors within fifteen (15) days after receipt of the General Manager's written decision. The decision of the Board of Directors thereon, shall be final and binding on all parties.

*(Added by Ordinance 2023-01)*

#### 4.04 Collection Hours and Collection Days

Residential collection starts no earlier than 7:00 a.m. and terminates no later than 5:00 p.m. Residential collection may occur on Tuesdays, Wednesdays, or Thursdays.

#### 4.05 Carts, Containers, and Lawn and Leaf Bags

No person shall dump any Solid Waste nor deposit the same in anything except a cart for holding Solid Waste. Each cart shall be as follows:

a. Gray Rubbish Cart

A heavy plastic receptacle with a rated capacity of at least thirty-two (32) and not more than ninety-six (96) gallons, having a hinged tight-fitting lid and wheels, that is approved by the District and is labeled appropriately labeled as a garbage cart.

b. Green Organic Waste Cart

A heavy plastic receptacle with a rated capacity at least thirty-two (32) gallons and not exceeding ninety-six (96) gallons, having a hinged, tight fitting lid and wheels that are approved for such purpose by the District and is appropriately labeled as an organic waste cart. Organic Waste is further governed by Section 9 of this Code.

c. Blue Recycling Cart

A heavy plastic receptacle with a rated capacity of at least thirty-two (32) gallons and not more than ninety-six (96) gallons, having a hinged tight-fitting lid, and wheels that is approved for such purpose by the District and is appropriately labeled as a recycling cart.

d. Used Oil Container

A plain copoly container provided by the District or its designee for the accumulation of used oil that is at least four (4) quarts in capacity, leak-proof, has a screw-on lid and has a label designating it for use as a used oil container.

e. Lawn and Leaf Bags

During the four (4) month period beginning October 1 and ending January 31 and annually thereafter during the term of this Contract, Service Recipients may place unlimited amounts of leaves at the curb alongside their Organic Waste Cart as part of Green Waste Collection Service. The leaves shall be placed in paper lawn and leaf bags and closed in such a manner as to contain the leaves during Collection. Leaves must be generated by and at the Residential Service Unit wherein the leaves are collected. During this period, CONTRACTOR shall Collect and dispose of all leaves that are properly bagged and placed at the curb at no additional charge to the Service Recipient.

**4.06 Solid Waste Burning**

No person shall burn any Solid Waste within the District without having first complied with all rules and regulations of the District, the county, the air pollution control district and the state.

**4.07 Depositing in Streets**

No person shall throw, place, scatter or deposit any Solid Waste, Excluded Waste, or other waste of any kind or composition in or upon any public street or highway in the District except as herein expressly authorized, nor throw, place, scatter or deposit any Solid Waste, Excluded Waste, or other waste of any kind or composition upon or below the surface of any premises in such a manner that the same is or may become a nuisance or endanger the public health.

## **SECTION 5.00 Recyclable Materials - Property Rights - Collection by Unauthorized Persons**

### **5.01 Property Rights**

From time of placement of Recyclable Materials at the curb or in recycling shelters for collection in accordance with the District's recycling program, such Recyclable Materials shall be and become the property of the District or its authorized agent. It shall be a violation of the ordinance codified in this section for any person unauthorized by the District to collect or pick up or cause to be collected or picked up any such items. Any and each such collection in violation hereof from one or more locations shall constitute a separate and distinct offense punishable as hereinafter provided.

### **5.02 Violation**

Violation of any provision of this Chapter shall constitute a misdemeanor punishable in the manner prescribed by the laws of the State.

### **5.03 Recyclable Material—Owner's Rights**

Nothing in Chapter 31 shall limit the right of any person to donate, sell, or otherwise dispose of his or her Recyclable Materials.

## **SECTION 6.00 Construction and Demolition Refuse**

### **6.01 Storage**

No Solid Waste from building construction or demolition may be stored on site and in the open. All Solid Waste from construction and demolition shall be placed and contained in commercial type debris containers. Solid Waste, which may be transported by the wind shall be placed in suitable Containers daily and removed as necessary. Adequate storage capacity shall be provided to prevent littering of surrounding areas.

### **6.02 Disposal**

Solid Waste from construction and demolition shall not be disposed in residential garbage, recycle or yard waste containers.

## **SECTION 7.00 Dumping Solid Waste**

### **7.01 On Public Property**

No person shall dispose of or dump upon any public or commonly owned property or street of the District or upon any property of another, except such property as may be provided and set apart for such use by the District, Solid Waste, Excluded Waste, or other waste of any kind or composition. The Board may enter into a contract for the collection and disposal of the Solid Waste, and may provide such rules for the regulation thereof as it may from time to time deem best and necessary.

### **7.02 On Private Property**

No person shall dispose of or dump upon any private property within the District any Solid Waste, Excluded Waste or other waste of any kind or composition.

## **SECTION 8.00 SECTION 8.0**

### **SECTION 8.00 Residential Solid Waste Collection Vehicles**

No person authorized to engage in residential Solid Waste collection service shall operate any truck-mounted Solid Waste

loading and/or compacting equipment or similar device in any manner so as to create any noise exceeding seventy-five (75) dBA, measured at a distance of twenty-five (25) feet measured at an elevation of five (5) feet above ground level using the "A" scale of the standard sound level meter at slow response from the equipment in an open. If requested by the District, residential collection vehicles are to be tested annually during the months of March and April, beginning March of 20062023, and certificates of testing showing that the vehicles met the requirements of this section.

## **Mandatory Organic Waste Disposal Reduction**

### **8.01 Purpose and Findings**

The District finds and declares:

- a. State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) Solid Waste generated in their jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment.
- b. State recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires jurisdictions to implement a Mandatory Commercial Recycling program.
- c. State organics recycling law, Assembly Bill 1826 of 2014 (approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time), requires businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste, Recycling, and Organic Waste per week to arrange for recycling services for that waste, requires jurisdictions to implement a recycling program to divert Organic Waste from businesses subject to the law, and requires jurisdictions to implement a Mandatory Commercial Organics Recycling program.
- d. SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including jurisdictions, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets.
- e. SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires jurisdictions to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations. This ordinance will also help reduce food insecurity by

requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption.

## 8.02 Definitions

In addition to those definitions provided in Section 1 of this Code, whenever in Section 9 of this Code, the following words or phrases are used; they shall have the meanings respectively ascribed to them in this section:

- a. “Blue Container” has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials or Source Separated Blue Container Organic Waste.
- b. “CalRecycle” means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on jurisdictions (and others).
- c. “California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references in this ordinance are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).
- d. “Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this ordinance.
- e. “Commercial Edible Food Generator” includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in Section 9.02 of this Code or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).
- f. “Compliance Review” means a review of records by the District to determine compliance with this ordinance.
- g. “Community Composting” means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).
- h. “Compost” has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the effective date of this ordinance, that “Compost” means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.
- i. “Compostable Plastics” or “Compostable Plastic” means plastic materials that meet the ASTM D6400 standard for composability, or as otherwise described in 14 CCR Section

18984.1(a)(1)(A) or 18984.2(a)(1)(C).

- j. "Container Contamination" or "Contaminated Container" means a container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).
- k. "C&D" means construction and demolition debris.
- l. "Designee" means an entity that the District contracts with or otherwise arranges to carry out any of the District's responsibilities of this ordinance as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.
- m. "District Enforcement Official" means the District General Manager or authorized Designee(s) who is/are partially or whole responsible for enforcing the ordinance.
- n. "Edible Food" means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(18), "Edible Food" is not Solid Waste if it is recovered and not discarded. Nothing in this ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.
- o. "Enforcement Action" means an action of the District to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.
- p. "Excluded Waste" means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the District and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in District's, or its Designee's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose District, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of household batteries and motor oil and filters in compliance with Sections 41500 and 41802 of the California Public Resources Code.
- q. "Food Distributor" means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).
- r. "Food Facility" has the same meaning as in Section 113789 of the Health and Safety Code.
- s. "Food Recovery" means actions to collect and distribute food for human consumption that



otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

- t. “Food Recovery Organization” means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:
1. A food bank as defined in Section 113783 of the Health and Safety Code;
  2. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
  3. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7). If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this ordinance.

- u. “Food Recovery Service” means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).
- v. “Food Scraps” means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.
- w. “Food Service Provider” means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).
- x. “Food-Soiled Paper” is compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.
- y. “Food Waste” means Food Scraps, Food-Soiled Paper, and Compostable Plastics.
- z. “Gray Container” has the same meaning as in 14 CCR Section 18982.2(a)(28) and shall be used for the purpose of storage and collection of Gray Container Waste.
- aa. “Gray Container Waste” means Solid Waste that is collected in a Gray Container that is part of a three-container Organic Waste collection service that prohibits the placement of Organic Waste in the Gray Container as specified in 14 CCR Sections 18984.1(a) and (b), or as otherwise defined in 14 CCR Section 17402(a)(6.5).



- bb. “Green Container” has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for the purpose of storage and collection of Source Separated Green Container Organic Waste.
- cc. “Grocery Store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).
- dd. “Hauler Route” means the designated itinerary or sequence of stops for each segment of the District’s collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).
- ee. “High Diversion Organic Waste Processing Facility” means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the “Mixed waste organic collection stream” as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).
- ff. “Inspection” means a site visit where the District reviews records, containers, and an entity’s collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this ordinance, or as otherwise defined in 14 CCR Section 18982(a)(35).
- gg. “Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this ordinance.
- hh. “Large Venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this ordinance.

- ii. “Local Education Agency” means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).
- jj. “Multi-Family Residential Dwelling” or “Multi-Family” means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.
- kk. “Non-Compostable Paper” includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).
- ll. “Non-Organic Recyclables” means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).
- mm. “Notice of Violation (NOV)” means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.
- nn. “Organic Waste Generator” means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).
- oo. “Paper Products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).
- pp. “Printing and Writing Papers” include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).
- qq. “Prohibited Container Contaminants” means the following: (i) discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the District’s Blue Container; (ii) discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the District’s Green Container; (iii) discarded materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Organic Wastes to be placed in District’s Green Container and/or Blue Container; and, (iv) Excluded Waste placed in any container.
- rr. “Recovered Organic Waste Products” means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).
- ss. “Recovery” means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).

- tt. “Recycled-Content Paper” means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).
- uu. “Renewable Gas” means gas derived from Organic Waste that has been diverted from a California landfill and processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recycle Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).
- vv. “Restaurant” means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).
- ww. “Route Review” means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination, and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).
- xx. “SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.
- yy. “SB 1383 Regulations” or “SB 1383 Regulatory” means or refers to, for the purposes of this ordinance, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.
- zz. “Self-Hauler” means a person, who hauls Solid Waste, Organic Waste or recyclable material he or she has generated to another person. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator’s own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).
- aaa. “Single-Family” means of, from, or pertaining to any residential premises with fewer than five (5) units.
- bbb. “Solid Waste” has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

1. Hazardous waste, as defined in the State Public Resources Code Section 40141.
  2. Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).
  3. Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.
- ccc. "Source Separated" means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the ordinance, Source Separated shall include separation of materials by the generator, property owner, property owner's employee, property manager, or property manager's employee into different containers for the purpose of collection such that Source Separated materials are separated from Gray Container Waste or other Solid Waste for the purposes of collection and processing.
- ddd. "Source Separated Green Container Organic Waste" means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator, excluding Source Separated Blue Container Organic Waste, carpets, Non-Compostable Paper, and textiles.
- eee. "Source Separated Blue Container Recyclable Materials" means Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste.
- fff. "State" means the State of California.
- ggg. "Supermarket" means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).
- hhh. "Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:
1. Supermarket.
  2. Grocery Store with a total facility size equal to or greater than 10,000 square feet.
  3. Food Service Provider.

4. Food Distributor.
5. Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this ordinance.

iii. “Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

1. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
2. Hotel with an on-site Food Facility and 200 or more rooms.
3. Health facility with an on-site Food Facility and 100 or more beds.
4. Large Venue.
5. Large Event.
6. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
7. A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this ordinance.

jjj. “Wholesale Food Vendor” means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

### **8.03 Requirements for Single-Family Generators**

Single-Family Organic Waste Generators shall comply with the following requirements:

- a. Shall subscribe to District’s Organic Waste collection services for all Organic Waste generated as described below in Section 9.03. District shall have the right to review the number and size of a generator’s containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Single-Family generators shall adjust its service level for its collection services as requested by the District.
- b. Shall participate in the District’s Organic Waste collection service(s) by placing designated materials in designated containers as described below, and shall not place Prohibited Container Contaminants in collection containers. Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the

Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.

#### **8.04 Requirements for Commercial Businesses**

Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, shall:

- a. Subscribe to District's three container collection services and comply with requirements of those services as described below in Section 9.04, except Commercial Businesses that meet the Self-Hauler requirements in Section 9.07 of this Code. District shall have the right to review the number and size of a generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Commercial Businesses shall adjust their service level for their collection services as requested by the District.
- b. Except Commercial Businesses that meet the Self-Hauler requirements in Section 9.07 of this Code, participate in the District's Organic Waste collection service(s) by placing designated materials in designated containers as described below. Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generator shall not place materials designated for the Gray Container into the Green Container or Blue Container.
- c. Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors conforming with this section for employees, contractors, tenants, and customers, consistent with District's Blue Container, Green Container, and Gray Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section 9.07.
- d. Excluding Multi-Family Residential Dwellings, provide containers for the collection of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal occurs. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:
  1. A body or lid that conforms with the container colors provided through the collection service provided by District, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.
  2. Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or



containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant to 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.

- e. Multi-Family Residential Dwellings are not required to comply with container placement requirements or labeling requirement in Section 9.04 pursuant to 14 CCR Section 18984.9(b).
- f. To the extent practical through education, training, Inspection, and/or other measures, excluding Multi-Family Residential Dwellings, prohibit employees from placing materials in a container not designated for those materials per the District's Blue Container, Green Container, and Gray Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section 9.07.
- g. Excluding Multi-Family Residential Dwellings, periodically inspect Blue Containers, Green Containers, and Gray Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).
- h. Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials.
- i. Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Organic Waste and Source Separated Recyclable Materials separate from Gray Container Waste (when applicable) and the location of containers and the rules governing their use at each property.
- j. Provide or arrange access for District or its agent to their properties during all Inspections conducted in accordance with Section 9.09 of this Code to confirm compliance with the requirements of this ordinance.
- k. *If a Commercial Business wants to self haul, meet the Self-Hauler requirements in Section 9.07 of this Code.*
- l. Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
- m. Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section 9.06.

#### **8.05 Waivers for Generators**

- a. De Minimis Waivers. District may waive a Commercial Business' obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste



requirements of this ordinance if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material as described in subsection (a)(2) below. Commercial Businesses requesting a de minimis waiver shall:

1. Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted in subsection (a)(2) below.
  2. Provide documentation that either:
    - (a) The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,
    - (b) The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.
  3. Notify the District if circumstances change such that Commercial Business's Organic Waste exceeds threshold required for waiver, in which case waiver will be rescinded.
  4. Provide written verification of eligibility for de minimis waiver every 5 years, if District has approved de minimis waiver.
- b. Physical Space Waivers. District may waive a Commercial Business' or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the recyclable materials and/or Organic Waste collection service requirements if the District has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the Organic Waste collection requirements of Section 9.04.
- Commercial Business or property owner may request a physical space waiver through the following process:
1. Submit an application form specifying the type(s) of collection services for which they are requesting a compliance waiver.
  2. Provide documentation that the premises lacks adequate space for Blue Containers and/or Green Containers including documentation from its hauler, licensed architect, or licensed engineer.
  3. Provide written verification to District that it is still eligible for physical space waiver every five years, if District has approved application for a physical space waiver.
- c. Collection Frequency Waiver. District, at its discretion and in accordance with 14 CCR Section 18984.11(a)(3), may allow the owner or tenant of any residence, premises, business establishment or industry that subscribes to the District's three-container Organic Waste collection service to arrange for the collection of their Blue Container, Gray Container, or both once every fourteen days, rather than once per week.

## 8.06 Requirements for Commercial Edible Food Generators

- a. Tier One Commercial Edible Food Generators must comply with the requirements of this Section 9 commencing January 1, 2023, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.
- b. Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.
- c. Commercial Edible Food Generators shall comply with the following requirements:
  1. Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
  2. Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.
  3. Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
  4. Allow District's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.
  5. Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
    - (a) A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
    - (b) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
    - (c) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
      - (i) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
      - (ii) The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
      - (iii) The established frequency that food will be collected or self-hauled.
      - (iv) The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.

- d. Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

#### **8.07 Requirements for Haulers**

- a. Exclusive franchise haulers providing residential, Commercial, or industrial Organic Waste collection services to generators within the District's boundaries shall meet the following requirements and standards as a condition of approval of a contract, agreement, or other authorization with the District to collect Organic Waste:
  - 1. Through written notice to the District annually on or before January 1, identify the facilities to which they will transport Organic Waste including facilities for Source Separated Recyclable Materials and Source Separated Green Container Organic Waste.
  - 2. Transport Source Separated Recyclable Materials and Source Separated Green Container Organic Waste to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2.
  - 3. Obtain approval from the District to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1, and District's C&D ordinance.
- b. Exclusive franchise haulers authorized to collect Organic Waste shall comply with education, equipment, signage, container labeling, container color, contamination monitoring, reporting, and other requirements contained within its franchise agreement entered into with District.

#### **8.08 Self-Hauler Requirements**

- a. Self-Haulers shall source separate all recyclable materials and Organic Waste (materials that District otherwise requires generators to separate for collection in the District's organics and recycling collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2, or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 18984.3.
- b. Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separated Green Container Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.

- c. Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the District. The records shall include the following information:
  - 1. Delivery receipts and weight tickets from the entity accepting the waste.
  - 2. The amount of material in cubic yards or tons transported by the generator to each entity.
  - 3. If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.
- d. A residential Organic Waste Generator that self hauls Organic Waste is not required to record or report information in subsections (c) and (d).

#### **8.09 Inspections and Investigations by District**

- a. District representatives and/or its designated entity, including Designees are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this ordinance by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow District to enter the interior of a private residential property for Inspection.
- b. Regulated entity shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the District's employee or its designated entity/Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this ordinance described herein. Failure to provide or arrange for: (i) access to an entity's premises; or (ii) access to records for any Inspection or investigation is a violation of this ordinance and may result in penalties described.
- c. Any records obtained by the District during its Inspections and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.
- d. District representatives, its designated entity, and/or Designee are authorized to conduct any Inspections, or other investigations as reasonably necessary to further the goals of this ordinance, subject to applicable laws.

- e. District shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

## **8.10 Enforcement**

- a. Violation of any provision of this ordinance shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by the District Enforcement Official or representative. Enforcement Actions under this ordinance are issuance of an administrative citation and assessment of a fine. The District's procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this ordinance and any rule or regulation adopted pursuant to this ordinance, except as otherwise indicated in this ordinance.
- b. Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. District may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. District may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of District staff and resources.
- c. Enforcement pursuant to this ordinance may be undertaken by the District Enforcement Official, which may be the District General Manager or designee.
- d. Process for Enforcement
  1. District Enforcement Officials and/or their Designee will monitor compliance with the ordinance randomly and through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program. Section 9.09 establishes District's right to conduct Inspections and investigations.
  2. District may issue an official notification to notify regulated entities of its obligations under the ordinance.
  3. District shall issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.
  4. Absent compliance by the respondent within the deadline set forth in the Notice of Violation, District shall commence an action to impose penalties, via an administrative citation and fine. Notices shall be sent to "owner" at the official address of the owner maintained by the tax collector for the District or if no such address is available, to the owner at the address of the dwelling or Commercial property or to the party responsible for paying for the collection services, depending upon available information
- e. Penalty Amounts for Types of Violations

The penalty levels are as follows:

1. For a first violation, the amount of the base penalty shall be \$50 to \$100 per violation.
2. For a second violation, the amount of the base penalty shall be \$100 to \$200 per violation.
3. For a third or subsequent violation, the amount of the base penalty shall be \$250 to \$500 per violation.

f. Factors Considered in Determining Penalty Amount

The following factors shall be used to determine the amount of the penalty for each violation within the appropriate penalty amount range:

1. The nature, circumstances, and severity of the violation(s).
2. The violator's ability to pay.
3. The willfulness of the violator's misconduct.
4. Whether the violator took measures to avoid or mitigate violations of this chapter.
5. Evidence of any economic benefit resulting from the violation(s).
6. The deterrent effect of the penalty on the violator.
7. Whether the violation(s) were due to conditions outside the control of the violator.

g. Compliance Deadline Extension Considerations

The District may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with Section 9.10 if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

1. Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
2. Delays in obtaining discretionary permits or other government agency approvals; or,
3. Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the District is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

h. Appeals Process

Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation. A hearing will be held only if it is requested within the time prescribed and consistent with District's procedures in the District's codes for appeals of administrative citations. Evidence may be presented at the hearing. The District will appoint a hearing officer who shall conduct the hearing and issue a final written order.

i. Education Period for Non-Compliance

Beginning January 1, 2023 and through December 31, 2023, Jurisdiction will conduct Inspections, Route

Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if District determines that Organic Waste Generator, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this ordinance and a notice that compliance is required by January 1, 2023, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

j. Civil Penalties for Non-Compliance

Beginning January 1, 2024, if the District determines that an Organic Waste Generator, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this ordinance, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to Section 9.10, as needed.

DRAFT



**RESOLUTION R2023-05**

**A RESOLUTION AUTHORIZING GENERAL MANAGER TO EXECUTE TASK ORDER #1 WITH ADKINS ENGINEERING & SURVEYING AND MADDAUS WATER MANAGEMENT, INC FOR PUBLIC OUTREACH IN CONJUNCTION WITH THE INTEGRATED WATER MASTER PLAN IN THE AMOUNT OF \$40,737 (CIP# 23-09-01); AMEND FY 2022-23 BUDGET AND APPROPRIATE FUNDS**

**WHEREAS**, A contract was signed by the District and joint effort from Adkins Engineering & Surveying and Maddaus Water Management, Inc. to prepare an Integrated Water Master Plan on December 22, 2022; and

**WHEREAS**, The residents of the community asked for a series of meetings to discuss and receive information about the document; and

**WHEREAS**, The District appropriated funds in the amount of \$200,000 in the FY 2022-23 budget for CIP# 23-09-01; and

**WHEREAS**, The District received a supplemental task order for the public outreach portion of the project from Adkins Engineering & Surveying and Maddaus Water Management in the amount of \$40,737.

**NOW, THEREFORE, THE RANCHO MURIETA COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:**

1. Authorize the General Manager to execute the task order, and amendments thereto, with Adkins Engineering & Surveying and Maddaus Water Management in the amount not to exceed \$40,737 (CIP# 23-09-01), attached as Exhibit 1.
2. Amend the FY 2022-23 Budget in the amount of \$40,737 to increase CIP# 23-09-01 total project cost of \$240,737 and appropriate funds.
3. Authorize a transfer of funds in the amount of \$40,737 from Water Replacement Reserve (200-2505) to Water Operating Capital (200-7900-01).
4. The General Manager is authorized to all necessary and appropriate actions to carry out the purpose and intent of this resolution.

**PASSED AND ADOPTED** this 15<sup>th</sup> day of March, 2023 by the following roll call vote:

**Ayes:**

**Noes:**

**Absent:**

**Abstain:**

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Timothy E. Maybee, President of the Board  
Rancho Murieta Community Services District

[SEAL]

Attest:

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Michelle Rose, Temporary Office Technician

DRAFT

## MEMORANDUM

Date: March 15, 2023  
To: Board of Directors  
From: Michael Fritschi, P.E. – Interim General Manager  
Subject: Integrated Water Master Plan Task Order #1 for Public Engagement with Adkins Engineering & Surveying and Maddaus Water Management, Inc.

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### **Recommended Action**

Approval of Task Order #1 with Adkins Engineering & Surveying and Maddaus Water Management, Inc. for Public Engagement in the amount of \$40,737 for CIP project 23-20-01 Integrated Water Master Plan (IWMP) and amend FY 2022-23 Budget and appropriate funds.  
Approval of Resolution R2023-05

### **Background**

Per the Board's request, staff have requested a scope and fee from Adkins/Maddaus to cover the District consultant IWMP public engagement efforts. The scope of this Task Order includes preparing specific and substantial meeting materials for and attending several public meetings during the IWMP process. Please see the attached scope and fee for a Task Order to the IWMP to provide public engagement for specific description.

While the Task Order is substantial, it is reasonable for what the District is requesting with respect to the extensive public engagement that will occur at every step of the IWMP. The Task Order fee is also in line from earlier estimates from Adkins/Maddaus for the public education scope.



## PUBLIC OUTREACH SUPPORT TASK OVERVIEW

Adkins Engineering and Surveying (Adkins) and Maddaus Water Management (MWM) are currently completing work for Rancho Murieta Community Services District's (RMCS D) Integrated Water Master Plan (IWMP). An optional Public Outreach task has been added to the project to engage members of the community via public meetings in order to receive feedback on the modeling approach and facilitate community buy-in. A public outreach consultant has recently been selected for this task and planning activities are underway. MWM and Adkins anticipate providing support for four public meetings, with specific support elements outlined below. MWM can also provide additional support through an optional task involving GIS data processing and visualizations implemented as an [ESRI StoryMap](#).

### TASK 4.1 – PUBLIC MEETING SUPPORT

Adkins and MWM will support the public outreach consultant by providing project background, relevant materials, and direction for elements to be included in each meeting. Materials will be developed under direction of the public outreach consultant, and may include slides, figures, tables, maps, and live or pre-recorded demos of both the Shared Vision Model and the hydraulic model. Relevant staff will attend meetings both in-person and virtually and will co-present at meetings as determined by the public outreach consultant and RMCS D staff.

#### TASK 4.1.1 – MEETING ONE: PROJECT INTRODUCTION (TOWNHALL MEETING)

Meeting One is expected to introduce the project to community members and will include in-person participation from Adkins and MWM for two total team members (one from Adkins and one from MWM). This meeting will also include two virtual 1.5-hour preparation meetings and one 1.5-hour virtual debriefing meeting.

Materials will be developed under direction of the public outreach consultant and RMCS D Staff, and will include slides, figures, tables and maps. A budget allowance will be provided for this task.

A townhall format meeting is scheduled for Saturday, March 18<sup>th</sup> from 10 AM to 1 PM PT.

#### Tentative meeting Goals and Objectives:

- Introduce IWMP's (purpose/why, requirements)
- Explain the District's master plan approach and available tools
- Describe District opportunities and challenges
- Introduce shared vision model
- Public asks "what if's"
- Obtain feedback about key master plan components
- Discuss next steps

#### TASK 4.1.2 – MEETING TWO: SCENARIO BUILDING (SPECIAL BOARD MEETING NO.1)

Meeting Two is expected to engage the Board and community members to discuss work-in-progress and scenario building activities using the Shared Vision Model and will include participation from MWM and Adkins. MWM will attend in-person and virtually, and Adkins will attend virtually. Meeting will be scheduled based on project progress. This meeting will also include two virtual 1.5-hour preparation meetings and one 1.5-hour virtual debriefing meeting.

Materials will be developed under direction of the public outreach consultant and RMCS D Staff, and will include slides, figures, tables and maps. A budget allowance will be provided for this task.

##### Tentative meeting Goals and Objectives:

- Describe town hall meeting highlights and how public input is being incorporated/considered in the IWMP process
- Discuss key scenarios + key foundational scenario to address current/future connections
- Run several test scenarios (e.g. existing/current w/ build-out, worst-case droughts)
- Provide live or pre-recorded Shared Vision Model Demo
- Answer questions and obtain feedback
- Discuss next steps

#### TASK 4.1.3 – MEETING THREE: CIP ALTERNATIVES (SPECIAL BOARD MEETING NO.2)

Meeting Three is expected to present hydraulic modeling of CIP alternatives and the associated impact on Shared Vision Model outputs. It will include in-person and virtually participation from Adkins and MWM. This meeting will also include two virtual 1.5-hour preparation meetings and one 1.5-hour virtual debriefing meeting.

Materials will be developed under direction of the public outreach consultant and RMCS D Staff, and will include slides, figures, tables and maps. A budget allowance will be provided for this task.

##### Tentative meeting Goals and Objectives:

- Describe first special meeting highlights and how public input is being incorporated/considered in the IWMP process
- Explain detailed system hydraulic model (technical Adkins findings)
- Provide live or pre-recorded EPANET Model Demo
- Describe EPANet simulations (e.g. daily, hourly, normal vs stressed, emergency)
- Solidify the foundation needs assessment and CIP planning
- Obtain buy-in on critical conclusion of technical analysis
- Draft Outcomes/draft key findings

#### REGULAR BOARD MEETINGS NO. 1 AND NO. 2 ARE INCLUDED CURRENT BASE SCOPE AND BUDGET

- Additional public meetings, support or materials can be provided beyond what is included in the base scope. Base scope includes attendance in-person delivery of electronic copies of draft and final plans for public/board comment, up to 20 slide

PowerPoint presentation for use at board meetings. Additional supplemental materials and/or meetings may be provided at the RMCS D public outreach consultant and staff direction up to the remaining budget available or with a budget amendment.

#### **TASK 4.2 (OPTIONAL) – STORYMAP DEVELOPMENT**

StoryMaps combine narrative descriptions, photos, and videos alongside a corresponding interactive map through a web-based platform. Please refer to the [StoryMap gallery linked here](#) for examples. They are a valuable public outreach and engagement tool and would be useful in presenting spatial components of this project, such as the:

1. Existing water supply system
2. Current service extent, development, and demands
3. Scenario-based impacts to future supply and demand
4. Resilience of Water Supply System Alternatives
5. Recycled Water Service Area map
6. Other Shared Vision Model or EPANET model elements

The interactive map/narrative tool can be used during public outreach meetings and can also be made publicly available online anytime should RMCS D Staff desire. Public availability and long-term hosting beyond the duration of the IWMP process will be coordinated with RMCS D Staff. StoryMap content will be refined in coordination with the public outreach consultant team and RMCS D staff.

##### **TASK 4.2.1 – DATA COLLECTION AND CREATION**

MWM will collect GIS data for features to be included in the StoryMap, including key infrastructure, future development parcels, and Census data. Note that the proposed workplan and budget assumes access to usable GIS data, and this subtask assumes substantial support from the RMCS D GIS Intern and other relevant staff. MWM will create data as needed and plans to rely on the RMCS D GIS intern whenever possible. All data collected and created will be shared with RMCS D staff for future use.

##### **TASK 4.2.2 – NARRATIVE DEVELOPMENT/REFINEMENT**

MWM will coordinate with the public outreach consultant and RMCS D staff to select and refine the narrative elements to be included in the StoryMap, including text, photos, and/or videos. The public outreach consultant is expected to lead this task with support from MWM. Selected elements may lead to additional GIS data collection/creation.

##### **TASK 4.2.3 – STORYMAP CREATION**

MWM will create the StoryMap using ArcGIS Pro and ArcGIS Online, by creating web maps using GIS data from Task 4.2.1 and narrative elements created in Task 4.2.2. MWM will handle initial hosting of the StoryMap for use in public outreach meetings and will coordinate with RMCS D staff to transfer hosting if there is a desire to make the StoryMap publicly available and/or maintain accessibility longer than the duration of this project. Design elements will be refined with input from the public outreach consultant. The initial StoryMap may be refined or expanded for each public outreach meeting to best serve each meeting's focus area.

## **SCHEDULE**

The work outlined above in the Scope of Work has a planned completion date corresponding with the public outreach meeting schedule, the first of which is planned for March 18<sup>th</sup>.

## **COST ESTIMATE**

The Adkins/MWM cost estimate for this amendment is \$40,800, see attached fee breakdown for estimated distribution of hours. Of the \$40,800, \$7,000 is budgetary to assist with supplemental public meeting presentation support for meetings 1, 2 and 3. The project is to be completed on a time and materials basis. We will not exceed this budget without prior written authorization from RMCSO.

DRAFT





## **A-14 - Prop 218 Proposals - Pulled**

## MEMORANDUM

Date: March 9, 2023  
To: Board of Directors  
From: Travis Bohannon, Interim Director of Operations  
Subject: Approval of Bid from Prodigy Electric for CIP Project #23-16-02 – WWRP Drying Bed Pump Station Rehabilitation

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### RECOMMENDED ACTION

The District is asking the Board of Directors to approve the bid that was submitted by Prodigy Electric for the rehabilitation of the drying bed pump station panel for the wastewater plant. The panel controls the pumps that are used to pump the water that drains through the drying beds back into the reservoir. Due to hydrogen sulfide gas that gets inside of the panel it is completely corroded and no longer functional. For the past year the pumps have been running on a float system. Due to the corrosion, there is no communication back to the control room to indicate if there is a malfunction. Part of the process will be to move the panel away from the wetwell so the gases will not corrode the new panel. Prodigy Electric was the lowest bid at \$69,626.

### BACKGROUND

An RFP was posted for bids for the rehabilitation of the wastewater drying bed pump station panel. The district received bids from Prodigy Electric and Telstar Instruments. The Improvements Committee approved moving the bid from Prodigy Electric to the Board at the March 7, 2023 meeting.

### FINANCIAL IMPACT

The Board approved an appropriation of \$75,000 to complete CIP# 23-16-02. Prodigy Electric provided a bid in the amount of \$69,626. Staff are recommending an additional 15% contingency to account for any unknown or unanticipated project costs. This will bring the total project cost to \$80,015, requiring a budget amendment and appropriation. Staff recommend the Board approve the bid from Prodigy Electric, authorize the General Manager to execute the contract, amend the FY23 budget and appropriate funds.

**RESOLUTION R2023-07**

**A RESOLUTION AUTHORIZING GENERAL MANAGER TO EXECUTE CONTRACT WITH PRODIGY ELECTRIC IN THE AMOUNT OF 69,626 WITH A 15% PROJECT CONTIGENCY \$10,389 FOR A TOTAL PROJECT COST OF \$80,015 (CIP# 23-16-02); AMEND FY 2022-23 BUDGET AND APPROPRIATE FUNDS**

**WHEREAS**, The District released a request for bids for the WWRP Drying Bed Pump Station Rehabilitation; and

**WHEREAS**, The District appropriated funds in the amount of \$75,000 for CIP# 23-16-02; and

**WHEREAS**, The Prodigy Electric bid came in under the \$75,000 in a not to exceed amount of \$69,626; and

**WHEREAS**, The District includes a 15% project contingency of \$10,389 to cover any unanticipated costs; and,

**WHEREAS**, Approval of the Prodigy Electric bid and project contingency will require a budget amendment and appropriation of an additional \$5,015; and,

**NOW, THEREFORE, THE RANCHO MURIETA COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:**

1. Authorize the General Manager to execute the contract with Prodigy Electric in the amount not to exceed \$69,626 (CIP# 23-16-02), attached as Exhibit 1.
2. Authorize a project cost contingency of 15% in the amount of \$10,389.
3. Amend the FY 2022-23 Budget in the amount of \$5,015 to increase CIP# 23-26-02 total project cost of \$80,015 and appropriate funds.
4. Authorize a transfer of funds in the amount of \$5,015 from Wastewater Replacement Reserve (250-2505) to Water Operating Capital (250-7900-01).
5. The General Manager is authorized to all necessary and appropriate actions to carry out the purpose and intent of this resolution.

**PASSED AND ADOPTED** this 15<sup>th</sup> day of March, 2023 by the following roll call vote:

**Ayes:**

**Noes:**

**Absent:**

**Abstain:**

\_\_\_\_\_  
Timothy E. Maybee, President of the Board  
Rancho Murieta Community Services District

[SEAL]

Attest: \_\_\_\_\_  
Michelle Rose, Temporary Office Technician



Please Remit To This Address: **Prodigy Electric And Controls, Inc.**  
PO Box 141  
Lincoln, CA 95648

Bill To: Rancho Murieta CSD  
15160 Jackson Road  
Rancho Murieta, CA

Quote #	40459
Date	2/9/2023
Total Due:	\$69,626.25
Terms	Net 15
P.O. No.	

Phone # 916.997.0798  
CA License # 998361

**Job Description**

updated WWRP Drying Bed LS

Description	Qty	Rate	Total
Bid for RFP WastewaterTreatment Facility Drying Bed Panel Rehabilitation	1	69,626.25	69,626.25

<b>Total</b>	\$69,626.25
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Contractor License #422364  
Contractor DIR #100000899

**CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SERVICES  
SCADA/AUTOMATION • PLC/HMI • ELECTRICAL • CALIBRATION • MAINTENANCE**

**COST PROPOSAL**

February 10, 2023

Rancho Murieta CSD  
P.O. Box 1050  
Rancho Murieta, CA 95683  
Sent via Email: [awilder@rmcsd.com](mailto:awilder@rmcsd.com)

Attn: Amelia Wilder  
Subject: Rancho Murieta CSD – WWTF Drying Bed Pump Station Panel Rehabilitation  
Reference: 30-41085

Dear Amelia,

Telstar Instruments (“Telstar”) is pleased to provide a quote for the referenced project to the above identified purchaser (“Customer”).

**By accepting this proposal from Telstar you agree to treat this as confidential information.**

Telstar is pleased to provide the following pricing proposal for the Rancho Murieta Community Services District Wastewater Treatment Facility Drying Bed Pump Station Rehabilitation. This price is based on the scope of services provided in our Proposal.

**Lump Sum Price for this Scope.....\$97,840.00**  
Shipping and Handling for Telstar Supplied Materials IS INCLUDED  
Sales Tax IS INCLUDED

This quotation is based on Customer’s representation that this IS a prevailing wage project.

We look forward to working with you on this project. If you have any questions, please contact me at the phone number below.

Sincerely,

Ben Herston  
Managing Director  
1717 Solano Way, Unit 34  
Concord, CA 94520  
[bherston@telstarinc.com](mailto:bherston@telstarinc.com)  
(916) 204-2747

## MEMORANDUM

Date: March 15, 2023  
To: Board of Directors  
From: Michael Fritschi, P.E. – Interim General Manager  
Subject: Acceptance of Infrastructure for Riverview Phase 1a & 1b

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### Proposed Action

Staff is requesting that the Board approve Resolution R2023-06 accepting water, sewer and storm utility infrastructure from the Riverview Phase 1A & 1B development and to direct and authorize the General Manager to sign the Bill of Sale that will officially accept the infrastructure from the Reynen & Bardis Homes.

### Background

1. Reynen & Bardis Homes (developer) has requested District acceptance of water, sewer, and drainage infrastructure
2. Per Policy 2009-04 the Developer shall provide the following prior to the acceptance of infrastructure:

#### **a. Inspection “walk-through” – Completed Punch lists**

Staff have verified that the utility infrastructure has been installed per District standards for Riverview phase 1A & 1B. The District is awaiting record drawings and associated AutoCAD files.

#### **b. 1-year warranty bond for 10% of the value of improvements**

The Developer has previously filed a subdivision (improvement) bond with Sacramento county that covers all developed assets (including utilities) to the time at which Riverview phase 1A & 1B utility infrastructure are accepted by the District.

Prior to the end of the 1-year warranty period, staff will inspect utilities for any deficiencies that may need to be corrected.

Staff have received the value of the infrastructure from the Developer so that the District can bring in the value of the infrastructure as assets for depreciation and as future replacement value.

#### **c. Easements and Dedications recorded**

Staff have verified that public utility right of way easements have been recorded

3. Once all the acceptance items are completed, a Resolution will need to be approved by the Board to accept the infrastructure and the General Manager will need to be directed to enter into a Bill of Sale (transfer agreement) with the Developer.



**RESOLUTION NO. R2023-06**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE RANCHO MURIETA COMMUNITY SERVICES DISTRICT  
ACCEPTING COMPLETED UTILITY SYSTEM IMPROVEMENTS**

Property Owner Name and Address	Reynen & Bardis Homes 10630 Mather Blvd. Mather, CA 95655
Type and Size of Development Project (include no. of dwelling units or edus)	Riverview Phase 1A: Lots 1 thru 5, inc.; Riverview Phase 1B: Lots 6 thru 30 inc.;
Development Project Real Property	_____ Co. APN(s): See attached map, Exhibit A
Date of Developer Agreement	November 7, 2019

WHEREAS, the District and the property owner named above (“Developer”) have approved the Developer Agreement Concerning Construction and Transfer of Utility System Improvements dated as indicated above and for the development project described above (the “Agreement”);

WHEREAS, Developer through a contractor has completed the construction and installation of the utility system improvements (described as the “Work” in the Agreement) in accordance with the terms and conditions of the Agreement;

WHEREAS, the District engineer has finally inspected, tested and approved the completed Work on behalf of the District, and the engineer has recommended acceptance of the Work by the District;

WHEREAS, the Developer has transferred all of its right, title and interest in the Work to the District by way of a Bill of Sale dated March 15, 2023 (“Bill of Sale”);

WHEREAS, the District finds that all preconditions of the Agreement to the transfer of the Work have been satisfied, and that the District is now ready and able to accept the completed Work and Bill of Sale pursuant to the Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Rancho Murieta Community Services District as follows:

1. The District accepts the Bill of Sale from the Developer.
2. The District accepts the completed Work pursuant to the terms of the Agreement.

3. After the date of this resolution, the District (a) will own, operate and maintain the District-Owned Improvements portion of the Work as described in the Agreement and as shown on the District-approved utility system improvement plans for the Work, and (b) provide water, sewer, and drainage service to the development project described above, on and subject to the terms of the Agreement, applicable District ordinances, resolutions, regulations, rules, policies, and rates and charges (as the same may be amended from time to time), and other applicable laws and regulations.

PASSED AND ADOPTED this 15 day of March, 2023 by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Martin Pohll, Vice President

Attest:

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Michelle Rose, Temporary Office Assistant

**RANCHO MURIETA COMMUNITY SERVICES DISTRICT  
BILL OF SALE  
TRANSFERRING UTILITY SYSTEM IMPROVEMENTS**

Property Owner Name and Address	Reynen & Bardis Homes, Inc. 10630 Mather Blvd., Mather, CA 95655
Type and Size of Development Project (include no. of dwelling units or edus)	Riverview Phase 1A: Lots 1 thru 5, inc.; Riverview Phase 1B: Lots 6 thru 30 inc.;
Development Project Real Property	_____ Co. APN(s): See APN List Exhibit Attached See attached map, Exhibit B
Date of Developer Agreement	November 19, 2019

**Recitals.** This Bill of Sale is made with reference to the following recitals:

1. Rancho Murieta Community Services District (“District”) and the property owner named above (“Developer”) have approved the Developer Mainline Extension Agreement dated as indicated above and for the development project described above (the “Agreement”).

2. Developer through a contractor has completed the construction and installation of the utility system improvements (described as the “Work” in the Agreement) in accordance with the terms and conditions of the Agreement and per Exhibit B (list of infrastructure values)

**Transfer.** Developer does hereby grant, transfer, convey and deliver to District all of Developer’s right, title and interest in and to the District-Owned Improvements as described in the Agreement and as shown on the District-approved utility system improvement plans for the Work on file in the District office. The transfer of the District-Owned Improvements includes all mains, pipelines, electric and propane lines, meters, hydrants, branching pits, manholes, valves, risers, equipment, apparatus, improvements, and other appurtenances that are part of the District-Owned Improvements portion of the Work.

**Representations and Warranties.** Developer represents and warrants that (1) the Work has been completed in accordance with the approved plans, except as otherwise shown on the as-built drawings furnished to the District, (2) the District-Owned Improvements are free and clear of all liens, encumbrances and other similar claims and that District will acquire by this Bill of Sale good title to Developer’s interests in the District-Owned Improvements free from all liens and encumbrances, (3) Developer has the right and authority to transfer and convey the District-Owned Improvements to District, (4) the District-Owned Improvements are being delivered to District in good operating order and condition, and (5) the person(s) who sign(s) this Bill of Sale is/are duly authorized and empowered by Developer to convey Developer’s interests in the District-Owned

Improvements to District. Developer shall indemnify and hold District harmless from and against any federal, state or local taxes or fees assessed against Developer's interests in the District-Owned Improvements relating to any liability accruing prior to the date of this Bill of Sale. This Bill of Sale shall bind and inure to the benefit of Developer and District and their respective successors and assigns.

Dated: \_\_\_\_\_, 2023

DEVELOPER

By: Rynen & Bardis Homes, Inc.

\_\_\_\_\_  
John L. Reynen  
President

Bill of Sale accepted by District:

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
Michael Fritschi, Interim General Manager

# EXHIBIT A

## RIVERVIEW SCHEDULE OF VALUES PHASE 1A

STORM DRAINAGE SYSTEM					
1	15" Storm Drain	22.00	LF	\$ 167.00	\$3,674.00
2	15" FES	1.00	EA	\$1,966.00	\$1,966.00
3	Type 'B' Drain Inlet	1.00	EA	\$10,720.00	\$10,720.00
4	Water Quality Swale	135.00	LF	\$ 68.00	\$9,180.00
<b>STORM DRAINAGE SYSTEM SUBTOTAL</b>					<b>\$25,540.00</b>
SANITARY SEWER SYSTEM					

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Page 3 of 7

1	48" SSMH	1.00	EA	\$9,898.00	\$9,898.00
2	Sanitary Sewer Services	5.00	EA	\$2,798.00	\$13,990.00
3	6" Sewer Main C900 DR18	234.00	LF	\$ 100.00	\$23,400.00
4	Connect to Existing Sewer	1.00	EA	\$6,775.00	\$6,775.00
<b>SANITARY SEWER SUBTOTAL</b>					<b>\$54,063.00</b>
WATER SYSTEM					
1	8" Water Main C900	237.00	LF	\$ 126.00	\$29,862.00
2	Water Services	5.00	EA	\$3,959.00	\$19,795.00
3	8" Gate Valve	1.00	EA	\$3,400.00	\$3,400.00
4	Fire Hydrant Assembly	1.00	EA	\$17,206.00	\$17,206.00
5	2" Blowoff	1.00	EA	\$3,333.00	\$3,333.00
6	Connect to Existing Water	1.00	EA	\$4,950.00	\$4,950.00
<b>WATER SUBTOTAL</b>					<b>\$78,546.00</b>

**TOTAL \$158,149.00**

**NOTE:** The cost shown are intended for valuation purposes only for work associated with Rancho Murieta Community Service District, for system maintenance of the sewer, water, storm drainage improvements.

**EXHIBIT A**

**RIVERVIEW SHEDULE OF VALUES PHASE 1B**

STORM DRAINAGE SYSTEM					
1	48" SDMH	6.00	EA	\$10,236.00	\$61,416.00
2	60" SDMH	1.00	EA	\$12,475.00	\$12,475.00
3	12" Storm Drain, HDPE	420.00	LF	\$ 96.00	\$40,320.00
4	15" Storm Drain, HDPE	42.00	LF	\$ 98.00	\$4,116.00
5	18" Storm Drain, HDPE	298.00	LF	\$ 116.00	\$34,568.00
6	24" Storm Drain, HDPE	170.00	LF	\$ 155.00	\$26,350.00

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Page 3 of 8

7	24" Storm Drain, RCP	10.00	LF	\$ 168.00	\$1,680.00
8	36" Storm Drain, RCP	25.00	LF	\$ 245.00	\$6,125.00
9	18" FES	1.00	EA	\$1,616.00	\$1,616.00
10	24" FES	1.00	EA	\$1,800.00	\$1,800.00
11	Temporary HDPE Riser	1.00	EA	\$1,222.00	\$1,222.00
12	Type 'B' Drain Inlet	2.00	EA	\$6,006.00	\$12,012.00
13	Type 'J' Drain Inlet	6.00	EA	\$15,477.00	\$92,862.00
14	Rip Rap (Storm Drain A)	247.00	SF	\$ 20.00	\$4,940.00
15	5' Wide Drainage Swale	131.00	LF	\$ 77.00	\$10,087.00
<b>STORM DRAINAGE SYSTEM SUBTOTAL</b>					<b>\$311,589.00</b>

SANITARY SEWER SYSTEM					
1	Remove Existing 6" Sewer	46.00	LF	\$ 154.00	\$7,084.00
2	48" SSMH	8.00	EA	\$7,675.00	\$61,400.00
3	6" Sewer Main, C900 DR18	122.00	LF	\$ 64.00	\$7,808.00
4	8" Sewer Main, C900 DR18	1,196.00	LF	\$ 68.00	\$81,328.00
5	Sanitary Sewer Services	25.00	EA	\$2,111.00	\$52,775.00
6	Connect to Existing Sewer	1.00	EA	\$2,996.00	\$2,996.00
SANITARY SEWER SYSTEM SUBTOTAL					\$213,391.00
WATER SYSTEM					
1	8" Water Main, C900	560.00	LF	\$ 98.00	\$54,880.00
2	8" Water Main, DIP	620.00	LF	\$ 104.00	\$64,480.00
3	10" Water Main, C900	345.00	LF	\$ 109.00	\$37,605.00
4	12" Water Main, C900	120.00	LF	\$ 129.00	\$15,480.00
5	12" Water Main, DIP	260.00	LF	\$ 138.00	\$35,880.00

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6	Water Services	25.00	EA	\$3,199.00	\$79,975.00
7	8" Gate Valve	6.00	EA	\$2,811.00	\$16,866.00
8	10" Gate Valve	1.00	EA	\$3,791.00	\$3,791.00
9	12" Butterfly Valve	2.00	EA	\$4,873.00	\$9,746.00
10	Fire Hydrant Assembly	3.00	EA	\$16,705.00	\$50,115.00
11	1" ARV	2.00	EA	\$5,133.00	\$10,266.00
12	2" End of Line Blowoff	3.00	EA	\$1,933.00	\$5,799.00
13	2" In Line Blowoff	1.00	EA	\$5,506.00	\$5,506.00
14	Connect to Existing Water	1.00	EA	\$3,921.00	\$3,921.00
WATER SYSTEM SUBTOTAL					\$394,310.00

TOTAL

\$919,290.00

**NOTE:** The cost shown are intended for valuation purposes only for work associated with Rancho Murieta Community Service District, for system maintenance of the sewer, water, storm drainage improvements.

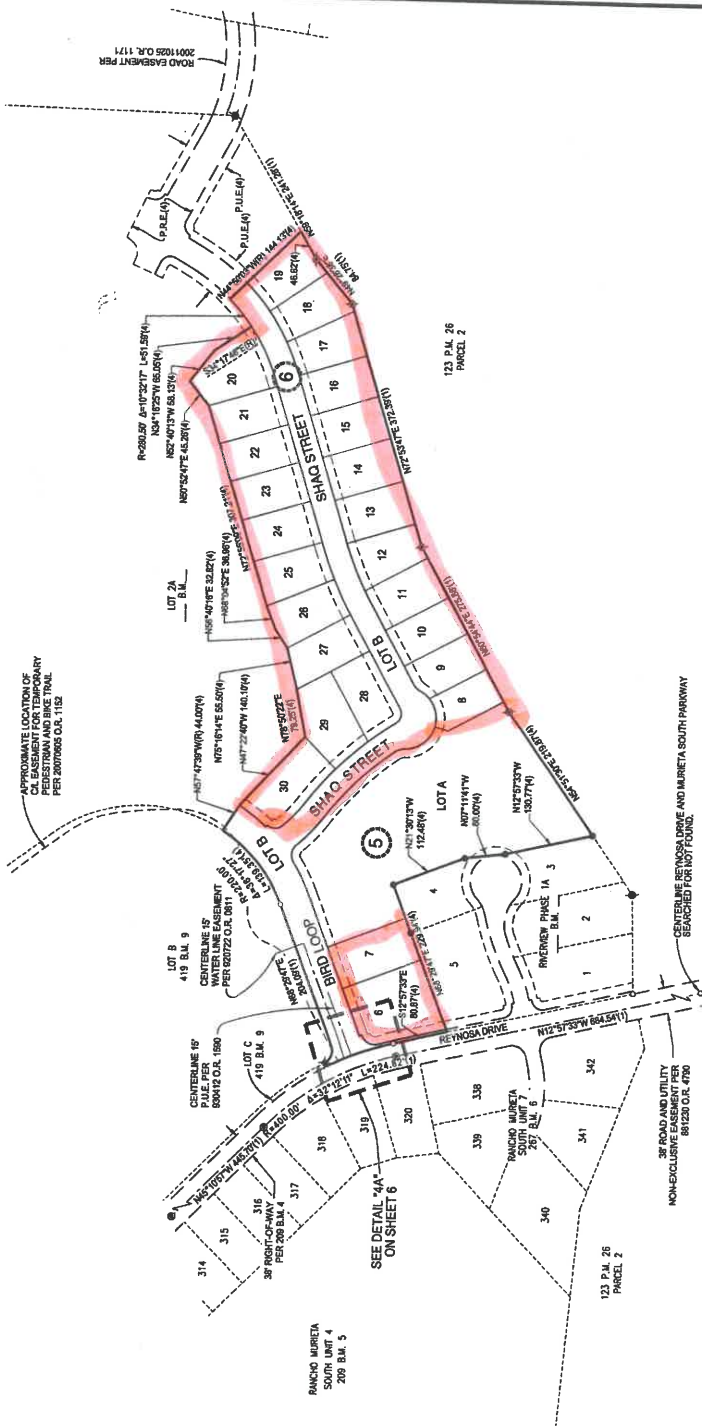




# Map Exhibit A

## Riverview Phase 1B

FINAL MAP  
RIVERVIEW PHASE 1B  
SUBDIVISION NO. 2017-0182.3



SEE SHEET 3 FOR NOTES, REFERENCES, BASIS OF BEARINGS AND LEGEND.

**OWNER'S STATEMENT**

THE UNDERSIGNED HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP.  
 THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:  
 THE UNDERSIGNED HEREBY OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO SPECIFIC PURPOSES THE FOLLOWING:

- A. AN EASEMENT FOR PURPOSE OF PUBLIC UTILITIES INCLUDING BUT NOT LIMITED TO WATER, SEWER, GAS AND DRAINAGE PIPES, POLES, OVERHEAD LINES AND OTHER APPURTENANCES AS COUNTY MAY DEEM NECESSARY, OVER, ACROSS, THROUGH AND UNDER LOT A AND THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT" (P.U.E.).
- B. AN EASEMENT FOR CONSTRUCTING AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, PEDESTALS AND SLABS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO INCLUDING PEDESTRIAN ACCESS FOR DELIVERY AND RECEIPT OF MAIL ON, OVER, UNDER AND ACROSS STRIPS OF LAND FIVE FEET IN WIDTH LYING CONTIGUOUS TO THE PRIVATE WAYS SHOWN HEREON.

LOT A AS DESIGNATED HEREON SHALL BE CONVEYED BY GRANT DEED TO THE RANCHO MURIETA HOMEOWNERS ASSOCIATION, A CALIFORNIA CORPORATION, FOR THE USE AND ENJOYMENT OF THE MEMBERS OF SAID CORPORATION, THEIR LICENSEES, VISITORS, TENANTS AND SERVANTS. NO IMPLICATIONS SHOULD BE GATHERED FROM THE FOREGOING THAT SAID LOTS ARE IN ANY WAY DEDICATED FOR GENERAL PUBLIC USES.

RM RIVERVIEW, INC.  
 A CALIFORNIA CORPORATION

BY: John L. Reynen  
 NAME: JOHN L. REYNE  
 TITLE: PRESIDENT

**NOTARY'S ACKNOWLEDGMENT**

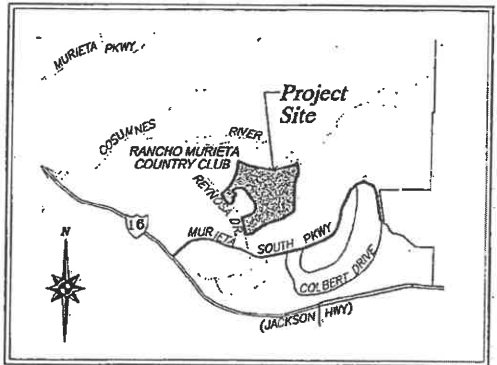
A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA  
 COUNTY OF SACRAMENTO  
 ON August 11, 2022 BEFORE ME, Lori A. Rosoli, A NOTARY PUBLIC  
 PERSONALLY APPEARED John L. Reynen  
 WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/ THEY EXECUTED THE SAME IN HIS/HER/ITHEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/ITHEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.  
Lori A. Rosoli LORI A. ROSOLI  
 SIGNATURE PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS SACRAMENTO COUNTY  
 MY COMMISSION EXPIRES: 7/1/2023 MY COMMISSION NUMBER: 2291564



VICINITY MAP  
 N.T.S.

**SURVEYOR'S STATEMENT**

THIS FINAL MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF RM RIVERVIEW, LLC ON AUGUST 03, 2019. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2022, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

MACKAY & SOMPS CIVIL ENGINEERS, INC.



Paul Ferguson  
 PAUL FERGUSON, JR., P.L.C. 9285  
 EXPIRATION DATE: MARCH 31, 2024  
 DATE: 8/16/2022

**COUNTY SURVEYOR'S STATEMENT**

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "RIVERVIEW PHASE 1A" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE COUNTY OF SACRAMENTO BOARD OF SUPERVISORS, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE COUNTY ORDINANCES HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT SAID FINAL MAP IS TECHNICALLY CORRECT.

Jon D. Scarpa  
 JON D. SCARPA, FLS 7664  
 COUNTY SURVEYOR



DATE: 10-25-2022

**BOARD OF SUPERVISORS STATEMENT**

I HEREBY STATE THAT THE BOARD OF SUPERVISORS OF SACRAMENTO COUNTY HAS APPROVED THIS MAP AND HAS ACCEPTED, ON BEHALF OF THE PUBLIC, ALL PUBLIC EASEMENTS OFFERED FOR DEDICATION.

Florence Evans DATE: 11/8/22  
 CLERK OF THE BOARD OF SUPERVISORS

**CLERK OF THE BOARD OF SUPERVISORS STATEMENT**

I, FLORENCE EVANS, CLERK OF THE BOARD OF SUPERVISORS OF SACRAMENTO COUNTY, DO HEREBY STATE THAT ALL CERTIFICATES AND SECURITY REQUIRED UNDER THE PROVISIONS OF SECTION 66403 OF THE GOVERNMENT CODE HAVE BEEN FILED AND DEPOSITED WITH ME AND ARE APPROVED BY SACRAMENTO COUNTY.

Florence Evans DATE: 11/8/22  
 CLERK OF THE BOARD OF SUPERVISORS

**RECORDER'S STATEMENT**

FILED THIS 9th DAY OF November, 2022, AT 9:55 A.M. IN BOOK 444 OF MAPS, AT PAGE 2 AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC. TITLE TO THE LAND INCLUDED IN THIS FINAL MAP BEING VESTED AS PER CERTIFICATE NO. 7595 ON FILE IN THIS OFFICE.

DONNA ALLRED, COUNTY RECORDER

FEES: 197.00

BY: Donna Allred  
 DEPUTY COUNTY RECORDER

FILE NO.: 20221090847

FINAL MAP  
**RIVERVIEW PHASE 1A**  
 SUBDIVISION NO. 2017-0182.2

A SUBDIVISION OF LOT A, AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "FINAL MAP RIVERVIEW", FILED MARCH 11, 2021, IN BOOK 419 OF MAPS, AT PAGE 9 SACRAMENTO COUNTY RECORDS, BEING A PORTION OF SECTIONS 2 AND 3, TOWNSHIP 7 NORTH, RANGE 8 EAST, M.D.M.

COUNTY OF SACRAMENTO • STATE OF CALIFORNIA

**MACKAY & SOMPS**  
 ENGINEERS PLANNERS SURVEYORS  
 1025 Oakdale Ridge Drive, Suite 100, Roseville, CA 95678 (916) 774-1159

SEPTEMBER 2022  
 SHEET 1 OF 6

444-2-1

**BENEFICIARY'S STATEMENT**

RB RIVERVIEW, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST RECORDED SEPTEMBER 18, 2020, AS DOCUMENT NUMBER 20200518122, OFFICIAL RECORDS OF SACRAMENTO COUNTY, CALIFORNIA, HEREBY CONSENTS TO THE RECORDATION OF THIS MAP AND THE SUBDIVISION OF THE LANDS SHOWN HEREON.

*John L. Ryan* 8/11/22  
NAME: JOHN L. RYAN DATE  
TITLE: PRESIDENT OF MANAGER

**NOTARY'S ACKNOWLEDGMENT**

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

ON August 11, 2022 BEFORE ME, Lori A. Rispoli, A NOTARY PUBLIC

PERSONALLY APPEARED JOHN L. RYAN WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) I WERE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HIS/HER/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

*Lori A. Rispoli* Lori A. Rispoli  
SIGNATURE PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS SACRAMENTO COUNTY

MY COMMISSION EXPIRES: 11/1/2023 MY COMMISSION NUMBER: 2291566

**BENEFICIARY'S STATEMENT**

WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION, BENEFICIARY UNDER THAT CERTAIN CONSTRUCTION DEED OF TRUST AND FUTURE FILING RECORDED NOVEMBER 30, 2021, AS DOCUMENT NUMBER 20211130169, OFFICIAL RECORDS OF SACRAMENTO COUNTY, CALIFORNIA, HEREBY CONSENTS TO THE RECORDATION OF THIS MAP AND THE SUBDIVISION OF THE LANDS SHOWN HEREON.

*Scott Pritchard* 8/15/22  
NAME: Scott Pritchard DATE  
TITLE: Manager Director

**NOTARY'S ACKNOWLEDGMENT**

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF San Diego

ON Aug. 15, 2022 BEFORE ME, Annette M. Nelson, A NOTARY PUBLIC

PERSONALLY APPEARED Scott Pritchard WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) I WERE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HIS/HER/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

*Annette M. Nelson* Annette M. Nelson  
SIGNATURE PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS San Diego COUNTY

MY COMMISSION EXPIRES: Nov. 19, 2025 MY COMMISSION NUMBER: 2383785

444-2-2

FINAL MAP  
**RIVERVIEW PHASE 1A**  
SUBDIVISION NO. 2017-0182.2

A SUBDIVISION OF LOT A, AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "FINAL MAP RIVERVIEW", FILED MARCH 11, 2020, IN BOOK 419 OF MAPS, AT PAGE 9 SACRAMENTO COUNTY RECORDS. BEING A PORTION OF SECTIONS 2 AND 3, TOWNSHIP 7 NORTH, RANGE 8 EAST, M.D.M.

COUNTY OF SACRAMENTO • STATE OF CALIFORNIA

**MACKay & SOMPS**  
ENGINEERS PLANNERS SURVEYORS  
1222 Commodore Plaza, Suite 120, Berkeley, CA 94709 (916) 770-1129

SEPTEMBER 2022

SHEET 2 OF 6

**LEGEND:**

- ⊙ 3/4" IRON PIPE WITH TAG (NOT LEGIBLE), ACCEPTED AS CORNER PER (2)
- ⊗ 3/4" REBAR NO TAG, ACCEPTED AS CORNER PER (2)
- ⊗ 3/4" REBAR WITH TAG STAMPED 'LS 6662' PER (3)
- ⊗ 1 1/4" IRON PIPE WITH 2" METAL CAP STAMPED 'LS 6760' PER (1)
- ⊗ 5/8" REBAR WITH 2" METAL CAP STAMPED 'LS 5760' PER (1)
- ⊗ 1" BRASS DISC STAMPED 'LS 5757' PER (1)
- ⊗ SET STANDARD MONUMENT WELL, STAMPED 'LS 9265'
- ⊗ SET 3/4" IRON PIPE WITH METAL CAP STAMPED 'LS 9265'
- ⊗ SET MONUMENT AS NOTED
- DIMENSION POINT
- ( ) RECORD DATA PER REFERENCE
- AC ACRES
- B.M. BOOK OF MAPS
- CL CENTERLINE
- ESMT EASEMENT
- FND. FOUND
- (DA) OVERALL
- O.R. OFFICIAL RECORDS OF SACRAMENTO COUNTY
- P.M. PARCEL MAP
- P.R.E. PRIVATE ROAD EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- (R) RADIAL BEARING
- R/W RIGHT OF WAY
- S.F. SQUARE FEET

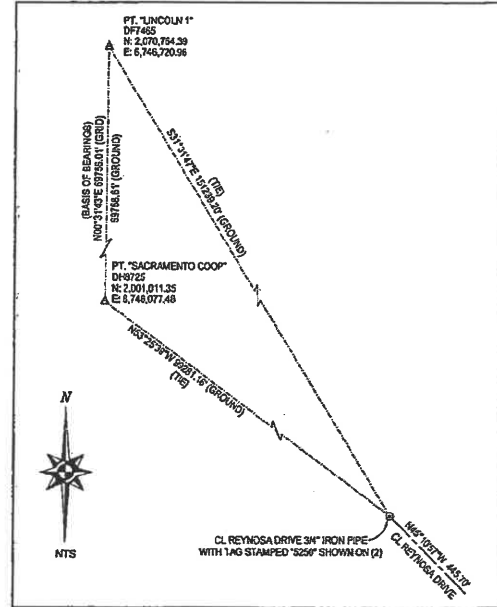
- (X) SHEET INDEX
- SUBDIVISION BOUNDARY
- LOT LINE
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT
- SECTION LINE
- CENTER LINE

**REFERENCES:**

- (1) 419 B.M. 9
- (2) 209 B.M. 4
- (3) C.R. 545

**NOTES:**

1. ALL CURVE DIMENSIONS ARE RADIUS, DELTA AND ARC LENGTH. ALL DISTANCES SHOWN ARE GROUND DISTANCES AND ARE IN FEET AND DECIMALS THEREOF. DUE TO ROUNDING THE SUM OF INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
2. THIS FINAL MAP CONTAINS 49.666± ACRES GROSS CONSISTING OF 5 RESIDENTIAL LOTS, 1 LETTERED LOT AND 2 REMAINDER LOTS.
3. A PRELIMINARY GEOTECHNICAL ENGINEERING REPORT FOR RIVERVIEW PROJECT (0445) WAS PREPARED BY YOUNGDMH CONSULTING GROUP, INC. ON FEBRUARY, 2004, AND IS AVAILABLE FOR PUBLIC INSPECTION AT THE COUNTY OF SACRAMENTO PLANNING DEPARTMENT.
4. THIS PROPERTY IS SUBJECT TO ANY CONDITIONS OF APPROVAL SET FORTH IN CONNECTION WITH THE ADOPTED TENTATIVE MAP WHICH HAVE NOT BEEN PERFORMED AT THE TIME OF FINAL MAP RECORDATION. (CONTROL NUMBER: PLMP 2017-00182).
5. THIS PROPERTY IS REGULATED BY THE REQUIREMENTS OF THE SACRAMENTO COUNTY TREE PRESERVATION ORDINANCE.
6. ALL FRONT RESIDENTIAL LOT CORNERS WILL BE SET ON A 1.50 FOOT EXTENSION OF THE SIDE LOT LINE IN THE GUTTER PAN WITH A 1" DIAMETER BRASS DISC STAMPED 'LS 9265' UNLESS OTHERWISE NOTED.
7. ALL REAR RESIDENTIAL LOT CORNERS AND ANGLE POINTS WILL BE SET WITH A 5/8" REBAR AND METAL CAP STAMPED 'LS 9265'.
8. THE LAND LIES WITHIN THE BOUNDARIES OF PROPOSED COMMUNITY FACILITIES DISTRICT NO. 1, AS DISCLOSED BY AN ASSESSMENT DISTRICT MAP FILED IN BOOK 008, PAGE 0029 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, RECORDED SEPTEMBER 3, 2003 IN BOOK 20030903, PAGE 1066 OF OFFICIAL RECORDS.
9. THE LAND LIES WITHIN THE BOUNDARIES OF PROPOSED COMMUNITY FACILITIES DISTRICT NO. 2005-1, AS DISCLOSED BY AN ASSESSMENT DISTRICT MAP FILED IN BOOK 104, PAGE 0027 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, RECORDED NOVEMBER 22, 2006 IN BOOK 20061122, PAGE 0239 OF OFFICIAL RECORDS.
10. THE LAND LIES WITHIN THE BOUNDARIES OF PROPOSED COMMUNITY FACILITIES DISTRICT NO. 2014-1 (CLEAN ENERGY), AS DISCLOSED BY A MAP FILED OCTOBER 5, 2015 IN BOOK 119, PAGE 0014 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS.
11. THE PROPERTY IS SUBJECT TO AN EASEMENT FOR DITCH, FLUME OR PIPE LINE AND INCIDENTAL PURPOSES, RECORDED JANUARY 29, 1924 IN BOOK 527, PAGE 205 OF DEEDS, THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION.
12. THE PROPERTY IS SUBJECT TO AN EASEMENT FOR ELECTRICAL FACILITIES AND INCIDENTAL PURPOSES, RECORDED FEBRUARY 1, 1940 IN BOOK 801, PAGE 107 OF OFFICIAL RECORDS. THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION.
13. THE PROPERTY IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "CORPORATION GRANT DEED" RECORDED NOVEMBER 8, 1973 IN BOOK 7311-04, PAGE 101 OF OFFICIAL RECORDS.
14. THE PROPERTY IS SUBJECT TO AN EASEMENT FOR (A) DIVERSION AND CONVEYANCE OF WATER AND (B) TO FLOW WATER AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 8, 1973 IN BOOK 7311-06, PAGE 101 OF OFFICIAL RECORDS. THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION.
15. THE PROPERTY IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "AGREEMENT" RECORDED OCTOBER 25, 1979 IN BOOK 7910-25, PAGE 1033 OF OFFICIAL RECORDS.
16. THE PROPERTY IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "ACQUISITION AND SERVICE AGREEMENT" RECORDED OCTOBER 28, 1989 IN BOOK 8510-28, PAGE 1929 OF OFFICIAL RECORDS. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "ASSIGNMENT OF WATER AND SEWER SERVICES WITHIN RANCHO MURIETA COMMUNITY SERVICE DISTRICT" RECORDED OCTOBER 13, 1989 IN BOOK 8910-13, PAGE 1293 OF OFFICIAL RECORDS. DOCUMENT(S) DECLARING MODIFICATIONS THEREOF RECORDED NOVEMBER 8, 1990 IN BOOK 9011-08, PAGE 719 OF OFFICIAL RECORDS. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "ASSIGNMENT OF WATER AND SEWER SERVICES" RECORDED FEBRUARY 27, 1990 IN BOOK 9002-27, PAGE 1119 OF OFFICIAL RECORDS. DOCUMENT(S) DECLARING MODIFICATIONS THEREOF RECORDED FEBRUARY 21, 1991 IN BOOK 9102-21, PAGE 1275 OF OFFICIAL RECORDS.
17. THE PROPERTY IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "AGREEMENT" RECORDED DECEMBER 22, 1987 IN BOOK 8712-22, PAGE 2035 OF OFFICIAL RECORDS. DOCUMENT RE-RECORDED FEBRUARY 2, 1988 IN BOOK 8802-02, PAGE 1258 OF OFFICIAL RECORDS.
18. THE PROPERTY IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "PARK DEVELOPMENT AGREEMENT" RECORDED NOVEMBER 8, 1990 IN BOOK 9011-05, PAGE 730 OF OFFICIAL RECORDS.
19. THE PROPERTY IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "PARK DEVELOPMENT AGREEMENT" RECORDED FEBRUARY 21, 1991 IN BOOK 9102-21, PAGE 1274 OF OFFICIAL RECORDS.
20. THE PROPERTY IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "FIRST AMENDMENT TO THAT AGREEMENT AFFECTING REAL PROPERTY" RECORDED JUNE 22, 2011 AS BOOK 20110222 PAGE 0166 OF OFFICIAL RECORDS.
21. LOT 4 AS DESIGNATED HEREON SHALL BE CONVEYED BY GRANT DEED TO THE RANCHO MURIETA HOMEOWNERS ASSOCIATION, A CALIFORNIA CORPORATION, FOR THE USE AND ENJOYMENT OF THE MEMBERS OF SAID CORPORATION, THEIR LICENSEES, VISITORS, TENANTS AND SERVANTS. NO IMPLICATIONS SHOULD BE GATHERED FROM THE FOREGOING THAT SAID LOTS ARE IN ANY WAY DEDICATED FOR GENERAL PUBLIC USES.
22. THE PROPERTY IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "GRANT OF AVIGATION AND NOISE EASEMENT" RECORDED AUGUST 16, 2019 IN BOOK 210806-16, PAGE 1137 OF OFFICIAL RECORDS.



**BASIS OF BEARINGS:**

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 2, NAD83 (EPOCH DATE 2010.00), AS MEASURED BETWEEN NGS STATION "SACRAMENTO COOP" AND NGS STATION "LINCOLN 1". SAID BEARING IS NORTH 0°31'14\"/>

**FINAL MAP  
RIVERVIEW PHASE 1A  
SUBDIVISION NO. 2017-0182.2**

A SUBDIVISION OF LOT 4, AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "FINAL MAP RIVERVIEW", FILED MARCH 11, 2020, IN BOOK 419 OF MAPS, AT PAGE 9 SACRAMENTO COUNTY RECORDS, BEING A PORTION OF SECTIONS 2 AND 3, TOWNSHIP 7 NORTH, RANGE 8 EAST, M.D.M.

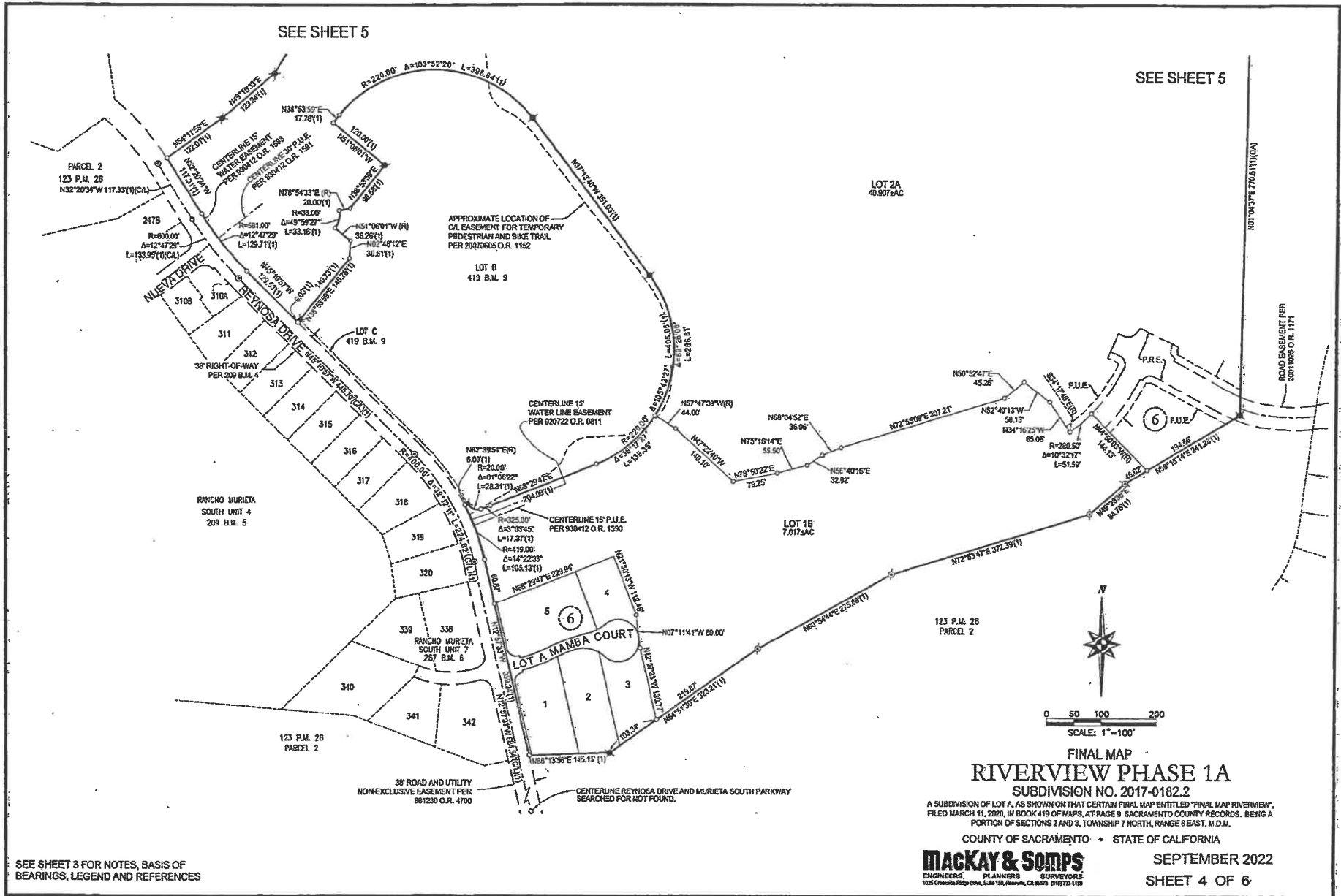
COUNTY OF SACRAMENTO • STATE OF CALIFORNIA  
**Mackay & Somp**  
ENGINEERS PLANNERS SURVEYORS  
1025 Christie Ridge Drive, Suite 100, Rancho, CA 95879 (916)775-1119  
SEPTEMBER 2022  
SHEET 3 OF 6

444-a-3

444-2-4

SEE SHEET 5

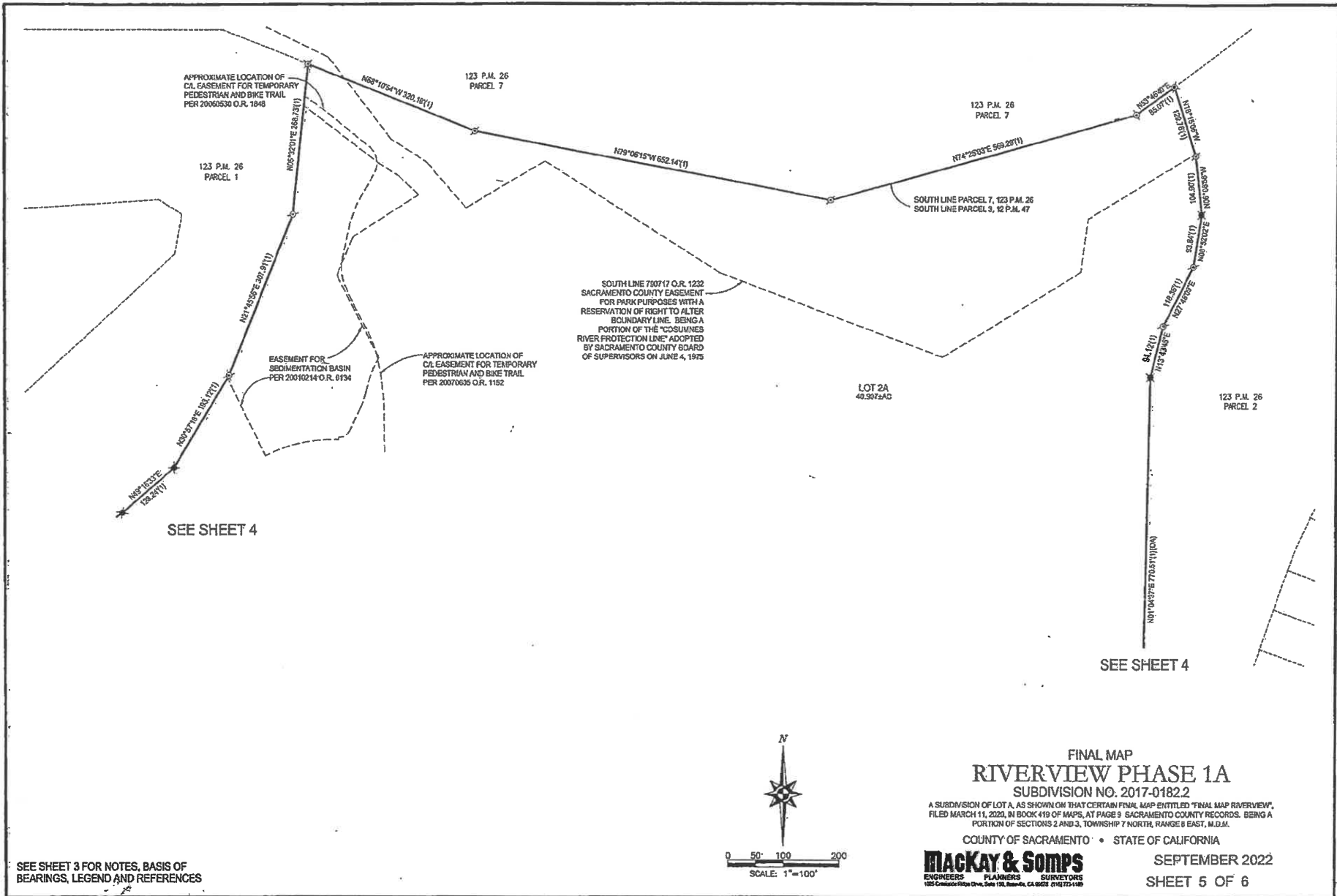
SEE SHEET 5



SEE SHEET 3 FOR NOTES, BASIS OF BEARINGS, LEGEND AND REFERENCES

**FINAL MAP**  
**RIVERVIEW PHASE 1A**  
**SUBDIVISION NO. 2017-0182.2**  
 A SUBDIVISION OF LOT A, AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "FINAL MAP RIVERVIEW", FILED MARCH 11, 2020, IN BOOK 419 OF MAPS, AT PAGE 9 SACRAMENTO COUNTY RECORDS, BEING A PORTION OF SECTIONS 2 AND 3, TOWNSHIP 7 NORTH, RANGE 8 EAST, M.D.M.  
 COUNTY OF SACRAMENTO • STATE OF CALIFORNIA  
**Mackay & Somp**  
 ENGINEERS PLANNERS SURVEYORS  
 1025 Crocker-Hale Drive, Suite 100, Sacramento, CA 95828 (916) 773-1119  
 SEPTEMBER 2022  
 SHEET 4 OF 6

444-2-5



APPROXIMATE LOCATION OF CAL. EASEMENT FOR TEMPORARY PEDESTRIAN AND BIKE TRAIL PER 20060530 O.R. 1848

123 P.M. 26 PARCEL 1

123 P.M. 26 PARCEL 7

123 P.M. 26 PARCEL 7

SOUTH LINE PARCEL 7, 123 P.M. 26 SOUTH LINE PARCEL 3, 12 P.M. 47

SOUTH LINE 780717 O.R. 1232 SACRAMENTO COUNTY EASEMENT FOR PARK PURPOSES WITH A RESERVATION OF RIGHT TO ALTER BOUNDARY LINE, BEING A PORTION OF THE "COSUMES RIVER PROTECTION LINE" ADOPTED BY SACRAMENTO COUNTY BOARD OF SUPERVISORS ON JUNE 4, 1975

LOT 2A 40.907± AC

123 P.M. 26 PARCEL 2

SEE SHEET 4

SEE SHEET 4



0 50' 100' 200'  
SCALE: 1"=100'

FINAL MAP  
RIVERVIEW PHASE 1A  
SUBDIVISION NO. 2017-01822

A SUBDIVISION OF LOT A, AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "FINAL MAP RIVERVIEW", FILED MARCH 11, 2020, IN BOOK 419 OF MAPS, AT PAGE 9 SACRAMENTO COUNTY RECORDS, BEING A PORTION OF SECTIONS 2 AND 3, TOWNSHIP 7 NORTH, RANGE 8 EAST, M.D.M.

COUNTY OF SACRAMENTO • STATE OF CALIFORNIA

**Mackay & Soms**  
ENGINEERS PLANNERS SURVEYORS  
105 Commodore Plaza, Suite 150, Rancho, CA 95028 (916) 772-1100

SEPTEMBER 2022

SHEET 5 OF 6

SEE SHEET 3 FOR NOTES, BASIS OF BEARINGS, LEGEND AND REFERENCES





**OWNER'S STATEMENT**

THE UNDERSIGNED HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP.  
 THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:  
 THE UNDERSIGNED HEREBY OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO SPECIFIC PURPOSES THE FOLLOWING:

- A. AN EASEMENT FOR PURPOSE OF PUBLIC UTILITIES INCLUDING BUT NOT LIMITED TO WATER, SEWER, GAS AND DRAINAGE PIPES, POLES, OVERHEAD LINES AND OTHER APPURTENANCES AS COUNTY MAY DEEM NECESSARY, OVER, ACROSS, THROUGH AND UNDER LOT B AND THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT" (P.U.E).
- B. AN EASEMENT FOR CONSTRUCTING AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, PEDESTALS, AND SLABS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERE TO INCLUDING PEDESTRIAN ACCESS FOR DELIVERY AND RECEIPT OF MAIL ON, OVER, UNDER AND ACROSS STRIPS OF LAND FIVE FEET IN WIDTH, LYING CONTIGUOUS TO THE PRIVATE WAYS SHOWN HEREON.

LOT A AND B AS DESIGNATED HEREON SHALL BE CONVEYED BY GRANT DEED TO THE RANCHO MURIETA HOMEOWNERS ASSOCIATION, A CALIFORNIA CORPORATION, FOR THE USE AND ENJOYMENT OF THE MEMBERS OF SAID CORPORATION, THEIR LICENSEES, VISITORS, TENANTS AND SERVANTS. NO IMPLICATIONS SHOULD BE GATHERED FROM THE FOREGOING THAT SAID LOTS ARE IN ANY WAY DEDICATED FOR GENERAL PUBLIC USES.

RM RIVERVIEW, INC.  
 A CALIFORNIA CORPORATION.

BY: John L. Reijnen  
 NAME: JOHN L. REIJNEN  
 TITLE: PRESIDENT

**NOTARY'S ACKNOWLEDGMENT**

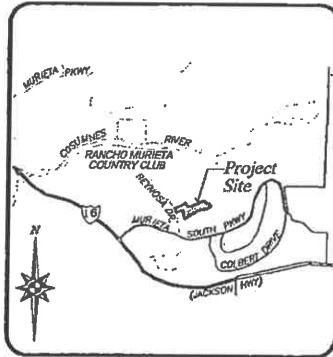
A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA  
 COUNTY OF SACRAMENTO  
 ON AUGUST 11, 2022 BEFORE ME, LORE A. RISPOLI, A NOTARY PUBLIC  
 PERSONALLY APPEARED JOHN L. REIJNEN  
 WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIE(S), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT (THE PERSON(S)), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.  
LoRE A. RISPOLI LORE A. RISPOLI  
 SIGNATURE PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS SACRAMENTO COUNTY  
 MY COMMISSION EXPIRES: 7/1/2023 MY COMMISSION NUMBER: 2291566



Vicinity Map  
 NTS

**SURVEYOR'S STATEMENT**

THIS FINAL MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF "RM RIVERVIEW, LLC ON AUGUST 03, 2019. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2022, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

MACKAY & SOMPS CIVIL ENGINEERS, INC.



Paul Ferguson, Jr.  
 PAUL FERGUSON, JR.  
 P.L.S. 9265 EXP. MARCH 31, 2024  
 DATE: 8/16/2022

**COUNTY SURVEYOR'S STATEMENT**

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "RIVERVIEW PHASE 1B" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE COUNTY OF SACRAMENTO BOARD OF SUPERVISORS, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE COUNTY ORDINANCES HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT SAID FINAL MAP IS TECHNICALLY CORRECT.

Jon D. Scarpa  
 JON D. SCARPA, P.L.S. 7554  
 COUNTY SURVEYOR



DATE: 10-25-2022

**BOARD OF SUPERVISORS STATEMENT**

I HEREBY STATE THAT THE BOARD OF SUPERVISORS OF SACRAMENTO COUNTY HAS APPROVED THIS MAP AND HAS ACCEPTED, ON BEHALF OF THE PUBLIC, ALL PUBLIC EASEMENTS OFFERED FOR DEDICATION.

Blowena Gurns DATE: 11/8/22  
 CLERK OF THE BOARD OF SUPERVISORS

**CLERK OF THE BOARD OF SUPERVISORS STATEMENT**

I, FLORENCE EVANS, CLERK OF THE BOARD OF SUPERVISORS OF SACRAMENTO COUNTY, DO HEREBY STATE THAT ALL CERTIFICATES AND SECURITY REQUIRED UNDER THE PROVISIONS OF SECTION 66493 OF THE GOVERNMENT CODE HAVE BEEN FILED AND DEPOSITED WITH ME AND ARE APPROVED BY SACRAMENTO COUNTY.

Blowena Gurns DATE: 11/8/22  
 CLERK OF THE BOARD OF SUPERVISORS

**RECORDER'S STATEMENT**

FILED THIS 9th DAY OF November, 2022, AT 9:57A M. IN BOOK 444 OF MAPS, AT PAGE 3 AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC. TITLE TO THE LAND INCLUDED IN THIS FINAL MAP BEING VESTED AS PER CERTIFICATE NO. 7536 ON FILE IN THIS OFFICE.

DONNA ALLRED, COUNTY RECORDER FEE: \$ 177.00

BY: Donna Allred FILE NO.: 202210906571  
 DEPUTY COUNTY RECORDER

**FINAL MAP  
 RIVERVIEW PHASE, 1B  
 SUBDIVISION NO. 2017-0182.3**

A SUBDIVISION OF LOT 1B, AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "FINAL MAP RIVERVIEW PHASE 1A," FILED March 9, 2022, IN BOOK 444 OF MAPS, AT PAGE 2, SACRAMENTO COUNTY RECORDS, BEING A PORTION OF SECTIONS 2 AND 3, TOWNSHIP 7 NORTH, RANGE 6 EAST, N.D.M.

SACRAMENTO COUNTY  
**Mackay & Somps**  
 ENGINEERS PLANNERS SURVEYORS  
1525 Crocker-Hughes Drive, Suite 100, Sacramento, CA 95811 (916) 433-7700

CALIFORNIA  
 SEPTEMBER 2022  
 SHEET 1 OF 6

444-3-1

**BENEFICIARY'S STATEMENT**

RR RIVERVIEW, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST RECORDED SEPTEMBER 18, 2020, AS DOCUMENT NUMBER 202008161222, OFFICIAL RECORDS OF SACRAMENTO COUNTY, CALIFORNIA, HEREBY CONSENTS TO THE RECORDATION OF THIS MAP AND THE SUBDIVISION OF THE LANDS SHOWN HEREON.

John L. Reynen 8/11/22  
NAME: JOHN L. REYNER DATE  
TITLE: PRESIDENT OF MANAGER

**NOTARY'S ACKNOWLEDGMENT**

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA  
COUNTY OF Sacramento  
ON August 11, 2022 BEFORE ME, Lori A. Rispoli, A NOTARY PUBLIC

PERSONALLY APPEARED John L. Reynen  
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL  
Lori A. Rispoli Lori A. Rispoli  
SIGNATURE PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS Sacramento COUNTY  
MY COMMISSION EXPIRES: 7/1/23 MY COMMISSION NUMBER: 2291566

**BENEFICIARY'S STATEMENT**

WESTERN ALLIANCE BANK AN ARIZONA CORPORATION, BENEFICIARY UNDER DEED OF TRUST RECORDED NOVEMBER 30, 2021 AS DOCUMENT NUMBER 202111301556, OFFICIAL RECORDS OF SACRAMENTO COUNTY, CALIFORNIA, HEREBY CONSENTS TO THE RECORDATION OF THIS MAP AND THE SUBDIVISION OF THE LANDS SHOWN HEREON.

Scott Pritchard 8/15/22  
NAME: Scott Pritchard DATE  
TITLE: Managing Director

**NOTARY'S ACKNOWLEDGMENT**

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA  
COUNTY OF San Diego  
ON Aug. 15, 2022 BEFORE ME, Annette M. Nelson, A NOTARY PUBLIC

PERSONALLY APPEARED Scott Pritchard  
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL  
Annette M. Nelson Annette M. Nelson  
SIGNATURE PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS San Diego COUNTY  
MY COMMISSION EXPIRES: NOV. 19, 2025 MY COMMISSION NUMBER: 2383785

444-3-2

**FINAL MAP  
RIVERVIEW PHASE 1B  
SUBDIVISION NO. 2017-0182.3**

A SUBDIVISION OF LOT 1B, AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "FINAL MAP RIVERVIEW PHASE 1A", FILED August 9, 2022, IN BOOK H249 OF MAPS, AT PAGE 7, SACRAMENTO COUNTY RECORDS, BEING A PORTION OF SECTIONS 2 AND 3, TOWNSHIP 7 NORTH, RANGE 6 EAST, M.D.M.

SACRAMENTO COUNTY CALIFORNIA  
**Mackay & Somp** SEPTEMBER 2022  
ENGINEERS PLANNERS SURVEYORS  
1025 Comstock Plaza Drive, Suite 100, Roseville, CA 95747 (916) 775-1121  
SHEET 2 OF 6

**LEGEND:**

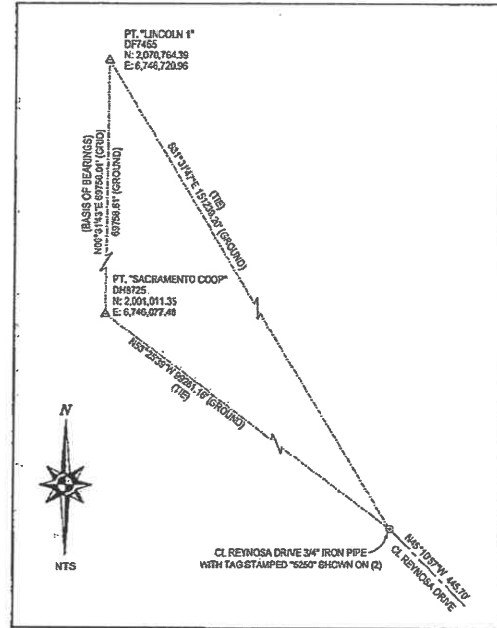
- ⊙ 3/4" IRON PIPE WITH TAG (NOT LEGIBLE), ACCEPTED AS CORNER PER (2)
- ⊗ 3/4" REBAR NO TAG, ACCEPTED AS CORNER PER (3)
- ⊗ 3/4" REBAR WITH TAG STAMPED "LS 6827" PER (3)
- ⊗ 1 1/4" IRON PIPE WITH 2" METAL CAP STAMPED "LS 5760" PER (1)
- ⊗ 5/8" REBAR WITH 1/2" METAL CAP STAMPED "LS 5760" PER (1)
- ⊗ 1" BRASS DISK STAMPED "LS 5760" PER (1)
- ⊗ 5/8" REBAR WITH 1/2" METAL CAP STAMPED "LS 9285" TO BE SET PER (4)
- ⊗ SET STANDARD MONUMENT WELL STAMPED "LS 9285"
- ⊙ SET 3/4" IRON PIPE WITH METAL CAP STAMPED "LS 9285"
- DIMENSION POINT
- ( ) RECORD DATA PER REFERENCE
- AC ACRES
- B.M. BOOK OF MAPS
- CL CENTERLINE
- ESMT EASEMENT
- FND. FOUND
- I.O.D. IRREVOCABLE OFFER OF DEDICATION
- (OA) OVERALL
- O.R. OFFICIAL RECORDS OF SACRAMENTO COUNTY
- P.M. PARCEL MAP
- P.R.E. PRIVATE ROAD EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- (R) RADIAL BEARING
- R.W. RIGHT OF WAY
- S.F. SQUARE FEET
- (X) SHEET INDEX
- SUBDIVISION BOUNDARY
- LOT LINE
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT
- CENTER LINE

**REFERENCES:**

- (1) 419 B.M. 9
- (2) 209 B.M. 4
- (3) C.R. 545
- (4) 444-3 B.M. 2

**NOTES:**

1. ALL CURVE DIMENSIONS ARE RADIUS, DELTA AND ARC LENGTH. ALL DISTANCES SHOWN ARE GROUND DISTANCES AND ARE IN FEET AND DECIMALS THEREOF. DUE TO ROUNDING THE SUM OF INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
2. THIS FINAL MAP CONTAINS 1,017± ACRES GROSS CONSISTING OF 25 RESIDENTIAL LOTS AND 2 LETTERED LOTS.
3. A PRELIMINARY GEOTECHNICAL ENGINEERING REPORT FOR RIVERVIEW (PROJECT 0404) WAS PREPARED BY YOUNGBAH CONSULTING GROUP, INC. ON FEBRUARY, 2004, AND IS AVAILABLE FOR PUBLIC INSPECTION AT THE COUNTY OF SACRAMENTO PLANNING DEPARTMENT.
4. THIS PROPERTY IS SUBJECT TO ANY CONDITIONS OF APPROVAL SET FORTH IN CONNECTION WITH THE ADOPTED TENTATIVE MAP WHICH HAVE NOT BEEN PERFORMED AT THE TIME OF FINAL MAP RECORDED. (CONTROL NUMBER: PLMP 2017-00182).
5. THIS PROPERTY IS REGULATED BY THE REQUIREMENTS OF THE SACRAMENTO COUNTY TREE PRESERVATION ORDINANCE.
6. ALL FRONT RESIDENTIAL LOT CORNERS WITHOUT A SIDEWALK WILL BE SET ON 1.50 FOOT EXTENSION IN THE GUTTER PAN ON THE SIDE LOT LINE WITH A 1" DIAMETER BRASS DISK STAMPED "LS 9285". ALL FRONT RESIDENTIAL LOT CORNERS WITH A SIDEWALK WILL BE SET ON A 1 FOOT EXTENSION ON THE SIDEWALK WITH A 1" DIAMETER BRASS DISK STAMPED "LS 9285".
7. ALL REAR RESIDENTIAL LOT CORNERS AND ANGLE POINTS WILL BE SET WITH A 5/8" REBAR AND METAL CAP STAMPED "LS 9285".
8. THE LAND LIES WITHIN THE BOUNDARIES OF PROPOSED COMMUNITY FACILITIES DISTRICT NO. 1, AS DISCLOSED BY AN ASSESSMENT DISTRICT MAP FILED IN BOOK 090, PAGE 0029 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, RECORDED SEPTEMBER 3, 2005 IN BOOK 20030903, PAGE 1068 OF OFFICIAL RECORDS.
9. THE LAND LIES WITHIN THE BOUNDARIES OF PROPOSED COMMUNITY FACILITIES DISTRICT NO. 2014-1, AS DISCLOSED BY AN ASSESSMENT DISTRICT MAP FILED IN BOOK 104, PAGE 0027 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, RECORDED NOVEMBER 22, 2008 IN BOOK 20061122, PAGE 0238 OF OFFICIAL RECORDS.
10. THE LAND LIES WITHIN THE BOUNDARIES OF PROPOSED COMMUNITY FACILITIES DISTRICT NO. 2014-1 (CLEAN ENERGY), AS DISCLOSED BY A MAP FILED OCTOBER 5, 2015 IN BOOK 119, PAGE 0014 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS.
11. THE PROPERTY IS SUBJECT TO AN EASEMENT FOR DITCH, FLUME OR PIPE LINE AND INCIDENTAL PURPOSES, RECORDED JANUARY 30, 1924 IN BOOK 687, PAGE 205 OF DEEDS. THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION.
12. THE PROPERTY IS SUBJECT TO AN EASEMENT FOR ELECTRICAL FACILITIES AND INCIDENTAL PURPOSES, RECORDED FEBRUARY 1, 1940 IN BOOK 803, PAGE 108 OF OFFICIAL RECORDS. THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION.
13. THE PROPERTY IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "CORPORATION GRANT DEED" RECORDED NOVEMBER 8, 1973 IN BOOK 7311-08, PAGE 101 OF OFFICIAL RECORDS.
14. THE PROPERTY IS SUBJECT TO AN EASEMENT FOR (A) DIVERSION AND CONVEYANCE OF WATER AND (B) TO FLOW WATER AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 8, 1972 IN BOOK 7311-08, PAGE 101 OF OFFICIAL RECORDS. THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION.
15. THE PROPERTY IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "AGREEMENT" RECORDED OCTOBER 25, 1979 IN BOOK 7310-25, PAGE 1083 OF OFFICIAL RECORDS.
16. THE PROPERTY IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "ACQUISITION AND SERVICE AGREEMENT" RECORDED OCTOBER 28, 1986 IN BOOK 8010-28, PAGE 1820 OF OFFICIAL RECORDS. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "ASSIGNMENT OF WATER AND SEWER SERVICES WITHIN RANCHO MURIETA COMMUNITY SERVICE DISTRICT" RECORDED OCTOBER 13, 1989 IN BOOK 8910-13, PAGE 1283 OF OFFICIAL RECORDS. DOCUMENT(S) DECLARING MODIFICATIONS THEREOF RECORDED NOVEMBER 8, 1990 IN BOOK 9011-08, PAGE 710 OF OFFICIAL RECORDS. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "ASSIGNMENT OF WATER AND SEWER SERVICES" RECORDED FEBRUARY 27, 1990 IN BOOK 9002-27, PAGE 1019 OF OFFICIAL RECORDS. DOCUMENT(S) DECLARING MODIFICATIONS THEREOF RECORDED FEBRUARY 21, 1991 IN BOOK 9102-21, PAGE 1275 OF OFFICIAL RECORDS.
17. THE PROPERTY IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "AGREEMENT" RECORDED DECEMBER 22, 1997 IN BOOK 9712-22, PAGE 3038 OF OFFICIAL RECORDS. DOCUMENT RE-RECORDED FEBRUARY 2, 1998 IN BOOK 9802-02, PAGE 1258 OF OFFICIAL RECORDS.
18. THE PROPERTY IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "PARK DEVELOPMENT AGREEMENT" RECORDED NOVEMBER 8, 1990 IN BOOK 9011-08, PAGE 720 OF OFFICIAL RECORDS.
19. THE PROPERTY IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "PARK DEVELOPMENT AGREEMENT" RECORDED FEBRUARY 21, 1991 IN BOOK 9102-21, PAGE 1274 OF OFFICIAL RECORDS.
20. THE PROPERTY IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "FIRST AMENDMENT TO THAT AGREEMENT AFFECTING REAL PROPERTY" RECORDED JUNE 22, 2011 AS BOOK 20110622 PAGE 0168 OF OFFICIAL RECORDS.
21. LOT A AND B AS DESIGNATED HEREON SHALL BE CONVEYED BY GRANT DEED TO THE RANCHO MURIETA HOMEOWNERS ASSOCIATION, A CALIFORNIA CORPORATION, FOR THE USE AND ENJOYMENT OF THE MEMBERS OF SAID CORPORATION, THEIR LICENSEES, VISITORS, TENANTS AND SERVANTS. NO IMPLICATIONS SHOULD BE GATHERED FROM THE FOREGOING THAT SAID LOTS ARE IN ANY WAY DEDICATED FOR GENERAL PUBLIC USES.
22. THE PROPERTY IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "GRANT OF AVIGATION AND NOISE EASEMENT" RECORDED AUGUST 16, 2019 IN BOOK 20190816, PAGE 1837 OF OFFICIAL RECORDS.



**BASIS OF BEARINGS:**

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 2, NAD83 (EPOCH DATE 2010.00), AS MEASURED BETWEEN NGS STATION "SACRAMENTO COOP" AND NGS STATION "LINCOLN 1". SAID BEARINGS IS NORTH 0°31'34\"/>

**FINAL MAP  
RIVERVIEW PHASE 1B  
SUBDIVISION NO. 2017-0182.3**

A SUBDIVISION OF LOT 1B, AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "FINAL MAP RIVERVIEW PHASE 1A", FILED November 9, 2022 IN BOOK 1414 OF MAPS, AT PAGE 7 SACRAMENTO COUNTY RECORDS. BEING A PORTION OF SECTIONS 2 AND 3, TOWNSHIP 7 NORTH, RANGE 8 EAST, M.D.M.

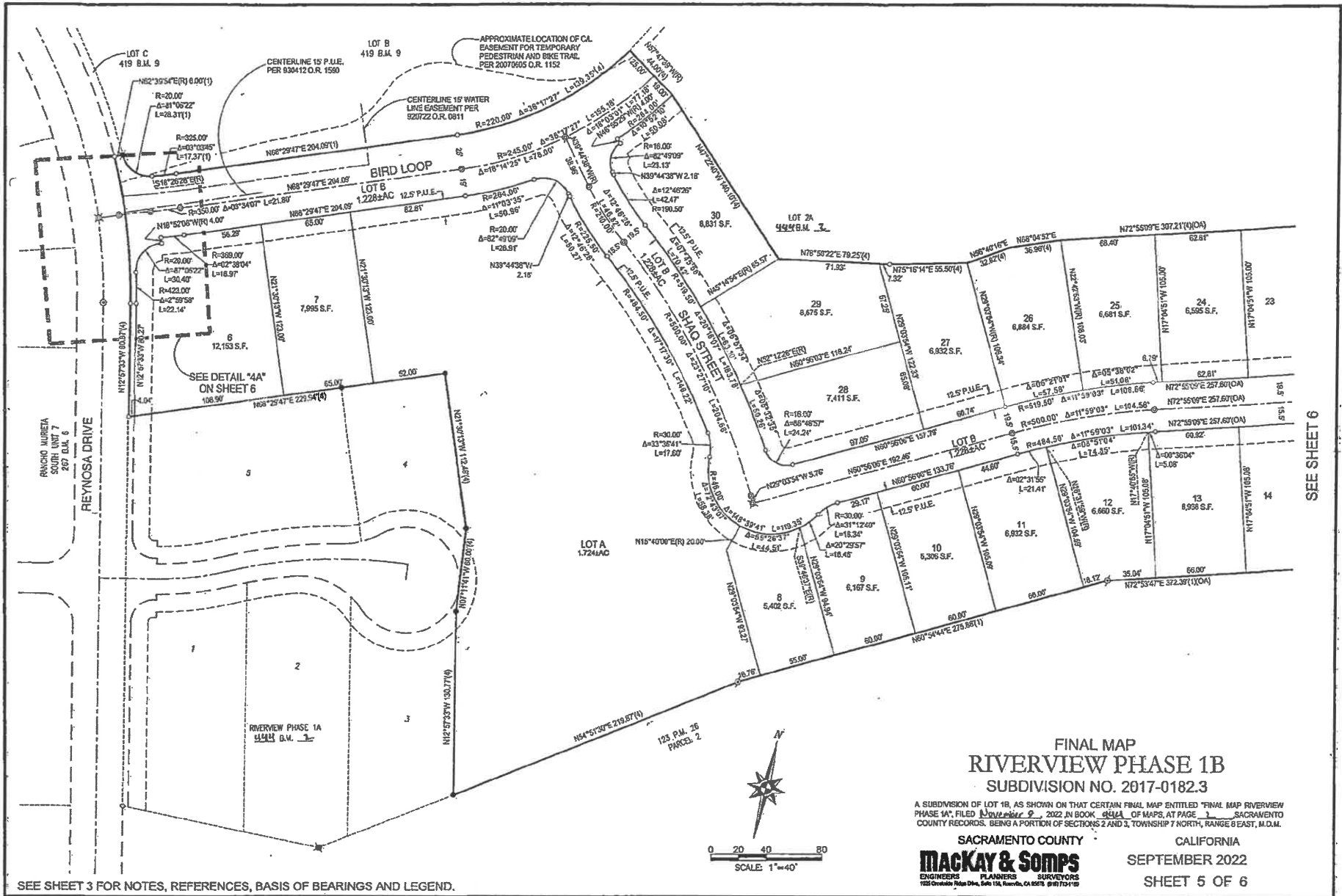
SACRAMENTO COUNTY  
**Mackay & Somp**  
ENGINEERS PLANNERS SURVEYORS  
1025 Creekside Ridge Drive, Suite 100, Roseville, CA 95757 (916) 773-7100

CALIFORNIA  
SEPTEMBER 2022  
SHEET 3 OF 6

444-3-3



444-3-5



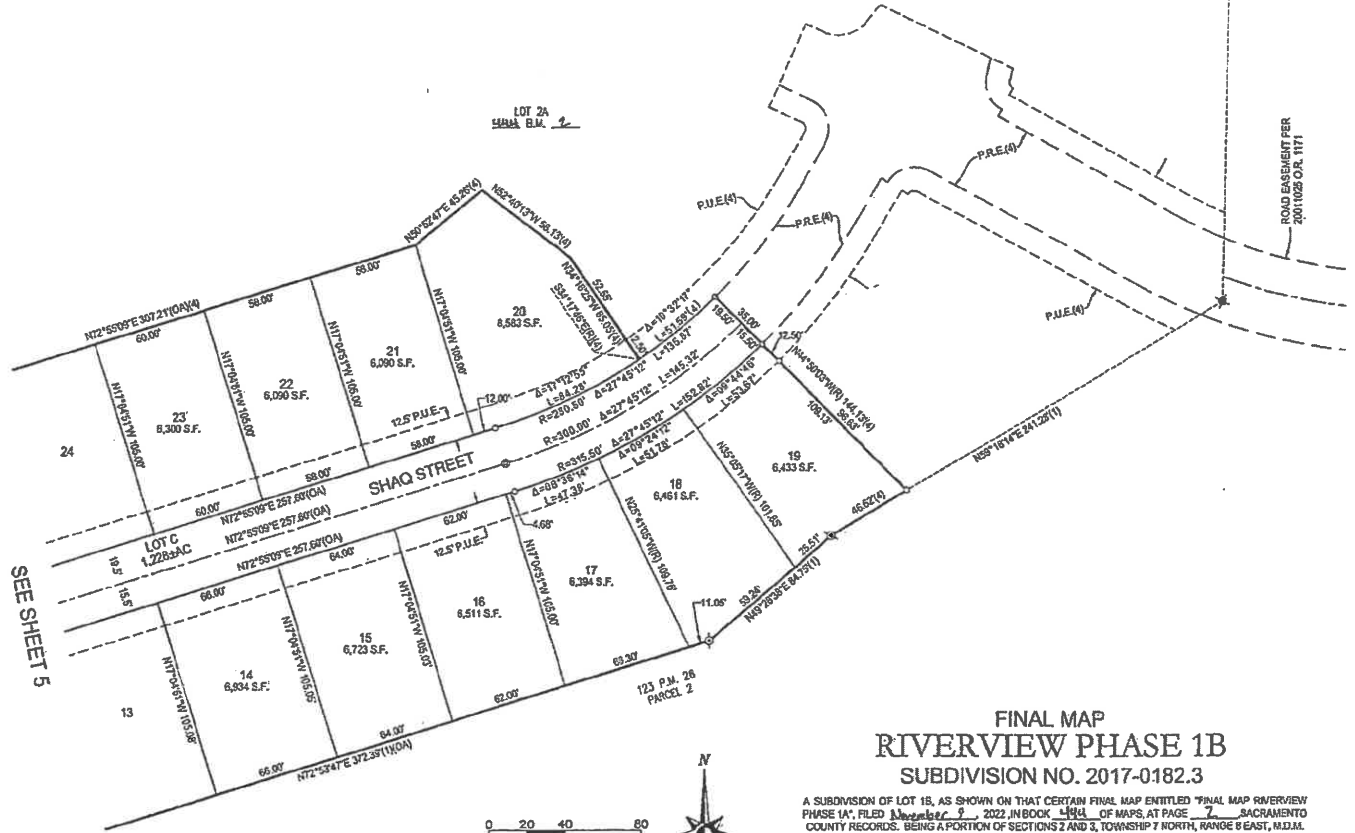
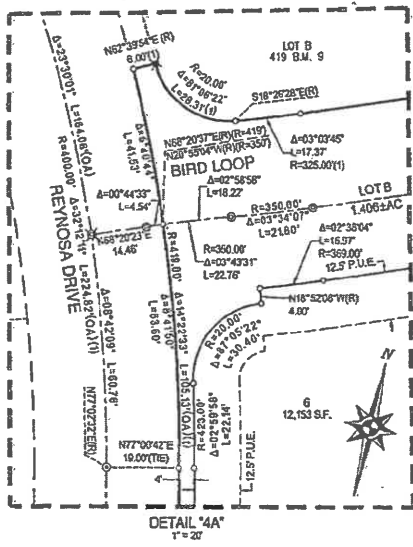
SEE SHEET 3 FOR NOTES, REFERENCES, BASIS OF BEARINGS AND LEGEND.

FINAL MAP  
 RIVERVIEW PHASE 1B  
 SUBDIVISION NO. 2017-0182.3

A SUBDIVISION OF LOT 1B, AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "FINAL MAP RIVERVIEW PHASE 1A", FILED November 9, 2022 IN BOOK 842A OF MAPS, AT PAGE 3, SACRAMENTO COUNTY RECORDS, BEING A PORTION OF SECTIONS 2 AND 3, TOWNSHIP 17 NORTH, RANGE 8 EAST, M.D.M.

SACRAMENTO COUNTY CALIFORNIA  
**Mackay & Soms**  
 ENGINEERS PLANNERS SURVEYORS  
 1125 Crocker-Hale Drive, Suite 110, Sacramento, CA 95811 (916) 771-1100  
 SEPTEMBER 2022 SHEET 5 OF 6

SEE SHEET 6



FINAL MAP  
RIVERVIEW PHASE 1B  
SUBDIVISION NO. 2017-0182.3

A SUBDIVISION OF LOT 18, AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "FINAL MAP RIVERVIEW PHASE 1A", FILED November 7, 2022, IN BOOK 4441 OF MAPS AT PAGE 7, SACRAMENTO COUNTY RECORDS, BEING A PORTION OF SECTIONS 2 AND 3, TOWNSHIP 7 NORTH, RANGE 9 EAST, N.D.M.

SACRAMENTO COUNTY  
**Mackay & Somp**  
ENGINEERS PLANNERS SURVEYORS  
123 DeSoto Plaza Blvd., Suite 130, Roseville, CA 95678 (916) 775-1179

CALIFORNIA  
SEPTEMBER 2022  
SHEET 6 OF 6

SEE SHEET 3 FOR NOTES, REFERENCES, BASIS OF BEARINGS AND LEGEND.



APN List Exhibit

	Lot	Address	APN
Phase 1A	1	7408 Mamba Court	073-0950-001-0000
	2	7404 Mamba Court	073-0950-002-0000
	3	7400 Mamba Court	073-0950-003-0000
	4	7401 Mamba Court	073-0950-004-0000
	5	7405 Mamba Court	073-0950-005-0000
Phase 1B	6	7407 Bird Loop	073-0950-008-0000
	7	7403 Bird Loop	073-0950-009-0000
	8	15330 Shaq Street	073-0950-010-0000
	9	15334 Shaq Street	073-0950-011-0000
	10	15338 Shaq Street	073-0950-012-0000
	11	15342 Shaq Street	073-0950-013-0000
	12	15346 Shaq Street	073-0950-014-0000
	13	15350 Shaq Street	073-0950-015-0000
	14	15354 Shaq Street	073-0950-016-0000
	15	15358 Shaq Street	073-0950-017-0000
	16	15362 Shaq Street	073-0950-018-0000
	17	15366 Shaq Street	073-0950-019-0000
	18	15370 Shaq Street	073-0950-020-0000
	19	15374 Shaq Street	073-0950-021-0000
	20	15367 Shaq Street	073-0950-022-0000
	21	15363 Shaq Street	073-0950-023-0000
	22	15359 Shaq Street	073-0950-024-0000
	23	15355 Shaq Street	073-0950-025-0000
	24	15351 Shaq Street	073-0950-026-0000
	25	15347 Shaq Street	073-0950-027-0000
	26	15343 Shaq Street	073-0950-028-0000
	27	15339 Shaq Street	073-0950-029-0000
	28	15323 Shaq Street	073-0950-030-0000
	29	15317 Shaq Street	073-0950-031-0000
	30	7387 Bird Loop	073-0950-032-0000