



RANCHO MURIETA COMMUNITY SERVICES DISTRICT

15160 JACKSON ROAD
RANCHO MURIETA, CALIFORNIA 95683
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AGENDA

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

SPECIAL BOARD MEETING

April 24, 2018

Call to Order 5:30 p.m.
District Administration Building – Board Room
15160 Jackson Road
Rancho Murieta, CA 95683

BOARD MEMBERS

Mark Pecotich	President
Morrison Graf	Vice President
Les Clark	Director
John Merchant	Director
Gerald Pasek	Director

STAFF

Mark Martin	General Manager
Jeff Werblun	Security Chief
Paul Siebensohn	Director of Field Operations
Eric Thompson	Controller
Suzanne Lindenfeld	District Secretary
Richard Shanahan	District General Counsel

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

APRIL 24, 2018

SPECIAL BOARD MEETING

Call to Order 5:30 p.m.

NOTICE IS HEREBY GIVEN that the President of the Board of Directors of the Rancho Murieta Community Services District has called a Special Meeting of the Board to be held on April 24, 2018 at 5:30 p.m. at the Rancho Murieta Community Services District Board Room at 15160 Jackson Road, Rancho Murieta.

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

1. **CALL TO ORDER** - Determination of Quorum – President Pecotich (**Roll Call**) 5:30

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

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.

3. **COMMENTS FROM THE PUBLIC**

*For this Special Meeting, members of the public may **ONLY** comment on items 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 the time of the agendized item, as a courtesy, please state your name and address, and reserve your comments to no more than 3 minutes so that others may be allowed to speak. (5 min.)

4. **CONSENT CALENDAR** (**Motion**) (**Roll Call Vote**) (5 min.)

All items in Agenda Item 4 will be approved as one item if they are not excluded from the motion adopting the consent calendar.

A. Approval of Board and Committee Meeting Minutes

1. March 21, 2018 Regular Board Meeting Minutes
2. March 30, 2018 Special Board Meeting Minutes
3. April 5, 2018 Security Committee Meeting Minutes

B. Approval of Bills Paid Listing

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

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

6. CORRESPONDENCE

7. CONSIDER CONFERENCE/EDUCATION OPPORTUNITIES (Discussion/Action) (Motion)

8. REVIEW DISTRICT MEETING DATES /TIMES FOR MAY 2018

- A. Improvements – May 1, 2018 at 8:30 a.m.
- B. Finance – May 1, 2018 at 9:30 a.m.
- C. Personnel – May 1, 2018 at 10:30 a.m.
- D. Security – May 3, 2018 at 4:00 p.m.
- E. Communications – May 3, 2018 at 4:30 p.m.
- F. Regular Board Meeting – May 16, 2018 - open session at 5:00 p.m.

9. RECEIVE PRESENTATION BY THE SACRAMENTO COUNTY PLANNING DEPARTMENT REGARDING NEW RULES FOR ACCESSORY DWELLINGS THAT IMPACT THE RANCHO MURIETA AREA (Discussion) (15 min.)

10. DISCUSS RANCHO MURIETA COMMUNITY SERVICES DISTRICT SECURITY DEPARTMENT'S ROLE/RESPONSIBILITY IN ANIMAL CONTROL (Discussion/Action) (10 min.)

11. CONSIDER APPROVAL OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 3, AFL-CIO AND RANCHO MURIETA COMMUNITY SERVICES DISTRICT (Discussion/Action) (Motion) (Roll Call Vote) (5 min.)

12. CONSIDER APPROVAL OF ADDITIONAL COSTS FOR CULVERT CROSSING AT WATER TREATMENT PLANT - STREAM ALTERATION PERMIT (Discussion/Action) (Motion) (Roll Call Vote) (5 min.)

13. CONSIDER APPROVAL OF BID FOR DAM INUNDATION MAPPING AND EMERGENCY ACTION PLAN (Discussion/Action) (Motion) (Roll Call Vote) (5 min.)

14. REVIEW PROPOSED BUDGET FOR FISCAL YEAR 2018-2019 (Discussion/Action)

15. 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.

16. 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 72 hours prior to a regular 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."

Note: This agenda is posted pursuant to the provisions of the Government Code commencing at Section 54950. The date of this posting is April 23, 2018. Posting locations are: 1) District Office; 2) Rancho Murieta Post Office; 3) Rancho Murieta Association; 4) Murieta Village Association.



RANCHO MURIETA COMMUNITY SERVICES DISTRICT REGULAR BOARD MEETING

March 21, 2018

Call to Order and Closed Session 4:00 p.m. / Open Session 5:00 p.m.

1. CALL TO ORDER/ROLL CALL

Vice President Morrison Graf 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. Directors present were Morrison Graf, Les Clark, and Gerald Pasek. President Pecotich and Merchant were absent. Also, present were Mark Martin, General Manager; Paul Siebensohn, Director of Field Operations; Eric Thompson, Controller; Jeff Werblun, Security Chief; Suzanne Lindenfeld, District Secretary; and Richard Shanahan, District General Counsel.

2. ADOPT AGENDA

Motion/Pasek to adopt the agenda. Second/Clark. Ayes: Graf, Clark, Pasek. Noes: None. Absent: Pecotich and Merchant. Abstain: None.

3. BOARD ADJOURNED TO CLOSED SESSION AT 4:01 P.M. TO DISCUSS THE FOLLOWING ITEMS

Under Government Code 54957.6: Conference with designated Labor Negotiator Mark Martin, regarding negotiations with the International Union of Operating Engineers, Local 3, AFL-CIO.

Under Government Code 54957: Public Employee Performance Evaluation of the General Manager.

4. BOARD RECONVENED TO OPEN SESSION AT 5:00 P.M. AND REPORTED THE FOLLOWING

Under Government Code 54957.6: Conference with designated Labor Negotiator Mark Martin, regarding negotiations with the International Union of Operating Engineers, Local 3, AFL-CIO. **Nothing to report.**

Under Government Code 54957: Public Employee Performance Evaluation of the General Manager. **Nothing to report.**

5. EMPLOYEE ANNOUNCEMENTS, PROMOTIONS, COMMENDATION, AND KUDOS

None.

Director Graf stated that there is no update tonight for Agenda Item #13 – Update on Acquisition of Rancho Murieta Country Club Golf Course and Other Assets and Open Space and Trail Areas.

6. DISCUSS THE DISTRICT SENDING A LETTER SUPPORTING A REDUCTION OF THE SPEED LIMIT ON JACKSON HIGHWAY BETWEEN LONE PINE DRIVE AND IONE ROAD FROM 55 MILES PER HOUR TO 45 MILES PER HOUR

Director Merchant participated by telephone for this agenda item.

Mark Martin, General Manager, gave a brief summary of the request for the District to send a letter supporting a reduction of the speed limit on Jackson Road between Lone Pine Drive and Ione Road.

Director Pasek commented on whether Ione Road is the correct point vs. the Rancho Road as he feels Ione Road is little extensive.

Director Clark asked if there are any restrictions or ramifications for the District to take this type of action. Richard Shanahan, District General Counsel, stated there is not as the District is simply making a request.

Director Clark stated that Caltrans and Sacramento County are in negotiations to take it over all the way out to the County line or at least to lone.

Director Graf stated that he has no problem with the District sending a letter in support of the reduction in speed. Director Pasek recommended that the letter have an attachment with the accident history for the last few years and information regarding the increase in commercial activity.

By consensus, the Board agreed to have staff draft a letter of support for the Board's review. Nancy Miller thanked the Board for supporting this cause and that the accident history will be included. Rancho Murieta Association also sent a letter in support. Ms. Miller stated she is more than happy to share the data previously gathered.

7. COMMENTS FROM THE PUBLIC

None.

8. CONSENT CALENDAR

No comments.

Motion/Clark to adopt the consent calendar. Second/Pasek. Roll Call Vote: Ayes: Graf, Clark, Pasek. Noes: None. Absent: Pecotich and Merchant. Abstain: None.

9. STAFF REPORTS

Under Agenda Item 9B, Director Pasek commented on the additional column regarding commercial, parks, raw water, and the District's utilization of water and asked what the raw water consists of. Eric Thompson stated that it is the CIA Ditch but it is three (3) different parties and we measure who gets what water.

Director Clark commented on the Security Capital Replacements and asked if the year to date spent include the initially approved radio costs that we are getting credit for. Eric Thompson stated yes.

Under Agenda Item 9A, Director Clark stated that regarding the lakes meetings, the District needs to continue its efforts to make sure that we are working toward long-term solutions on stormwater quality management rather than treating the symptoms on an annual basis. Director Clark stated that to date \$40,758 has been spent on the Rancho Murieta Country Club and Open Space initiative and suggested future initiatives proposed include their individual funding for chasing those initiatives.

Under Agenda Item 9D, Director Pasek asked about the water levels. Paul Siebensohn, Director of Field Operations, stated that levels are at spillway.

10. CORRESPONDENCE

None.

11. RECEIVE UPDATE ON LOT 1709 SEWER LATERAL ISSUE

Mark Martin, General Manager, gave an update on the homeowner's sewer line concern. On March 19, 2018, District staff met with the homeowner and scoped the line. The scope traveled down the shaft of the cleanout and upon approaching the "Y" of the cleanout structure evidenced an apparent breakage at the point the horizontal portion of the line that carries effluent to the main. The breakage was immediate to the "Y" indicating the area of the break is within the cleanout structure and making it the responsibility of the homeowner for maintenance and repair. Staff continued to scope the remainder of the line, which appeared to be in good shape.

The District's legal counsel findings support that District responsibility generally extends from the sewer main up to the last cleanout closest to the sewer main. Per his review, District code reflects a conflict within the code itself, which in one sentence states District responsibility is up to the cleanout with another sentence stating it is up to and including the cleanout. Standard operating policy has been up to the cleanout but not including. The District has adopted standard specifications from May of 1993 that clearly shows the cleanout as the private property owner's responsibility with the sewer stub the responsibility of the District. Bill Kelly stated that is not in agreement with the District's position.

After a discussion, the Board and Mr. Kelly agreed to allow District staff to dig up the ground in order to verify the location of the problem and associated responsibility. Once responsibility is established, the responsible party(ies) will pay for the work to the extent responsible, needed to make the necessary repairs.

12. DISCUSS CHANGING THE START TIME OF THE DISTRICT'S REGULAR MONTHLY BOARD MEETING OPEN SESSION TO 6:00 P.M.

Mark Martin, General Manager, gave a summary of the request to change the start time of the open sessions to 6:00 p.m. By consensus, the Board agreed to try keeping the start time at 5:00 p.m. but placing items of interest to the public at the end of the meeting.

13. RECEIVE UPDATE ON ACQUISITION OF RANCHO MURIETA COUNTRY CLUB GOLF COURSE AND OTHER ASSETS AND OPEN SPACE AND TRAIL AREAS

There is no update at this time.

14. REVIEW FISCAL YEAR 2018-2019 DRAFT BUDGET

Eric Thompson, Controller, gave a PowerPoint presentation regarding the draft budget. The preliminary Draft Budget is a "worst case scenario" and is not necessarily what will be adopted. With the addition of two (2) positions, the overall monthly customer bill under the proposed budget is anticipated to increase by \$5.66, or 3.31%.

General Budget drivers and assumptions include: no new residential or commercial connections, purchased power from SMUD is budgeted at 1%; health insurance rates are budgeted at 10% increase, increase in dam inspection costs; solid waste is estimated for a 3.5% increase, the increase to security costs of \$400 a month for the new Information Systems Maintenance, contract/temporary staff to complete the scanning for the new electronic data management program, increase in legal expenses, and election costs.

By consensus, the Board agreed for staff to mail out the Proposition 2018 Notice of Proposed Rate Increase and Notice of Hearing by April 1, 2018. Prior to the May 16, 2018 budget hearing, the District will hold a budget workshop.

15. CONSIDER ADOPTION OF RESOLUTION R2018-01, A RESOLUTION CALLING THE GENERAL DISTRICT ELECTION AND CONSOLIDATION WITH THE STATEWIDE ELECTION TO BE HELD ON NOVEMBER 6, 2018

Motion/Clark to adopt Resolution R2018-01, a resolution calling the General District Election and consolidation with the Statewide election to be held on November 6, 2018 for the purpose of electing three (3) candidates whose terms expire in 2018. Second/Graf. Roll Call Vote: Ayes: Graf, Clark, Pasek. Noes: None. Absent: Pecotich and Merchant. Abstain: None.

16. CONSIDER ADOPTION OF ORDINANCE O2018-01 AMENDING DISTRICT CODE CHAPTER 14 DISTRICT WATER CODE

Paul Siebensohn, Director of Field Operations, gave a brief summary of the recommendation to adopt Ordinance O2018-01, amending Chapter 14 of the District Code. The minor change to the Code is to add that invasive species and non-native species as well as pet waste, sewage, and any non-approved materials including highly turbid water not be introduced.

Larry Shelton stated that Clementia Reservoir does allow for body contact. The Board agreed and requested the correction be made.

Motion/Clark to adopt District Ordinance O2018-01 amending District Code Chapter 14, Water code with the suggested correction. **Second/Pasek. Roll Call Vote: Ayes: Graf, Clark, Pasek. Noes: None. Absent: Pecotich and Merchant. Abstain: None.**

17. CONSIDER APPROVAL OF ADDITIONAL COSTS FOR SECURITY PORTABLE RADIO PURCHASE

Chief Werblun gave a brief summary of the recommendation to approve the additional costs for the Security Department portable radio purchase.

The original radios purchased are not compatible with the SRRCS system, only five (5) radios were ordered but six (6) are needed, along with additional batteries for the radios, and the cost for programming the radios was not included.

The previously purchased radios will be returned and the District will receive a full credit in the amount of \$12,376.27 which will be applied to the new purchase of the correct radios, spare batteries, and charging units. This revised purchase along with other operationally necessary items left out of the prior procurement, represents an increased cost of \$7,663.44 plus \$511.63 for programming fees for a total of \$8,175.07, which brings the total amount for the radios to \$20,551.34, including tax.

Motion/Pasek to approve the additional costs for the purchase of six (6) new Motorola APX-4000 portable radios from Motorola Solutions, in an amount not to exceed \$7,663.44 and \$511.63 to Delta Wireless for programming the radios (total of \$8,175.07). Funding to come from Security Replacement Reserves. **Second/Clark. Roll Call Vote: Ayes: Graf, Clark, Pasek. Noes: None. Absent: Pecotich and Merchant. Abstain: None.**

18. CONSIDER APPROVAL TO PROCEED WITH THE STREAM ALTERATION PERMIT, STEP 1 – PAYMENT OF FILING FEE, CIP 17-1-04 FOR CULVERT CROSSING UPGRADE ADJACENT TO WATER TREATMENT PLANT

Paul Siebensohn, Director of Field Operations, gave a brief summary of the recommendation to proceed with the stream alteration permit. The primary need for this upgrade is to allow continued chemical deliveries that are required for the new membrane treatment process access to the back end of the Water Plant.

Director Pasek suggested staff look into the cost of piping for delivery of the chemicals instead of the upgrade to the culvert crossing and asked staff to look into re-payment of some of the costs per the FSA's.

Motion/Clark to approve proceeding with Step 1 of the Stream Alteration Permit, CIP 17-1-04, and payment of filing fee not to exceed \$2,109. Funding to come from Water Capital Improvement Reserves. **Second/Pasek. Roll Call Vote: Ayes: Graf, Clark, Pasek. Noes: None. Absent: Pecotich and Merchant. Abstain: None.**

19. REVIEW DISTRICT GOALS FOR 2018

Mark Martin, General Manager, gave a brief overview of the Board's prioritization of the District Goals for 2018. Quarterly updates will be provided to the Board.

Director Clark stated that #12 and #19 could be combined and a policy needs to be developed.

20. CONSIDER NOMINATION FOR CALIFORNIA SPECIAL DISTRICTS ASSOCIATION BOARD OF DIRECTORS NOMINATING FOR SEAT A

No nomination.

21. CONSIDER CONFERENCE/EDUCATION OPPORTUNITIES

Mark Martin, General Manger, will be attending the General Manager Leadership Summit in June.

Chief Werblun will be attending the ISC West Public Security and Safety Expo in April.

22. REVIEW FEBRUARY BOARD/COMMITTEE MEETING DATES/TIMES

Director Pasek will not be at the April 18, 2018 Board meeting.

23. DIRECTOR COMMENTS AND SUGGESTIONS

Paul Siebensohn, Director of Field Operations, stated that the Request for Proposal (RFP) regarding the dam inundation study is out with a closing date of April 5, 2018.

Eric Thompson, Controller, thank the Board for their patience regarding the budget.

Director Clark suggested the District inform residents of SB623, which is a \$1.00 tax on water.

24. ADJOURNMENT

Motion/Pasek to adjourn at 8:20 p.m. Second/Clark. Ayes: Graf, Clark, Pasek. Noes: None. Absent: Pecotich, Merchant. Abstain: None.

Respectfully submitted,

Suzanne Lindenfeld
District Secretary



RANCHO MURIETA COMMUNITY SERVICES DISTRICT SPECIAL BOARD MEETING

March 30, 2018

Call to Order and Closed Session 8:00 a.m.

1. CALL TO ORDER/ROLL CALL

President Mark Pecotich Graf called the Special Board Meeting of the Board of Directors of Rancho Murieta Community Services District to order at 8:00 a.m. in the District meeting room, 15160 Jackson Road, Rancho Murieta. Directors present were Mark Pecotich, Morrison Graf, Les Clark, John Merchant, and Gerald Pasek. Also, present were Mark Martin, General Manager and Suzanne Lindenfeld, District Secretary; and Richard Shanahan, District General Counsel.

2. ADOPT AGENDA

Motion/Pasek to adopt the agenda. Second/Graf. Ayes: Pecotich, Graf, Clark, Merchant, Pasek. Noes: None. Absent: None. Abstain: None.

3. COMMENTS FROM THE PUBLIC

None.

4. BOARD ADJOURNED TO CLOSED SESSION AT 4:01 P.M. TO DISCUSS THE FOLLOWING ITEMS

Under Government Code 54957.6: Conference with designated Labor Negotiator Mark Martin, regarding negotiations with the International Union of Operating Engineers, Local 3, AFL-CIO.

Under Government Code section 54956.8: Conference with General Manager Mark Martin (as real property negotiator) concerning (1) price and terms of payment relating to the proposed acquisition of (i) Rancho Murieta Country Club golf course land and related assets at 7000 Alameda Drive, Rancho Murieta, CA, and (ii) real property or portions of the real property surrounding the Calero, Chesbro and Clementia Reservoirs and known as Sacramento County APNs 073-0090-062, 073-0790-023, and 073-0800-003; and (2) Rancho Murieta Country Club, a nonprofit corporation, Murieta Club Properties, LLC, Murieta Lakeside Properties, LLC, and Rancho Murieta Properties, LLC as the other negotiating parties.

BOARD RECONVENED TO OPEN SESSION AT 9:38 A.M. AND REPORTED THE FOLLOWING

Nothing to report.

5. DIRECTOR COMMENTS AND SUGGESTIONS

None

6. ADJOURNMENT

Motion/Pasek to adjourn at 9:40 p.m. Second/Clark. Ayes: Pecotich, Graf, Clark, Merchant, Pasek. Noes: None. Absent: None. Abstain: None.

Respectfully submitted,

Suzanne Lindenfeld
District Secretary

MEMORANDUM

Date: April 5, 2018
To: Board of Directors
From: Security Committee Staff
Subject: April 5, 2018 Security Committee Meeting Minutes

1. CALL TO ORDER

Director Pecotich called the meeting to order at 4:00 p.m. Present were Directors Mark Pecotich and Les Clark. Present from District staff were Mark Martin, General Manager; Jeff Werblun, Security Chief; Eric Thompson, Controller; and Suzanne Lindenfeld, District Secretary.

2. COMMENTS FROM THE PUBLIC

None.

3. MONTHLY UPDATES

Operations

Currently there are two (2) Security Gate Officer, one (1) Security Sergeant, and one (1) Patrol Officer position open. Interviews were conducted for Gate Officer and we have a few candidates currently in the hiring process. Additional interviews are scheduled. Recruitment is open for the Security Sergeant position and the Patrol Officer position, with Patrol Officer interviews scheduled. Contract security, PDF, has provided support staff to fill the gate vacancies in the meantime.

Incidents of Note

Chief Werblun gave a brief overview of the February incidents of note.

RMA Citations/Admonishments

No discussion

Rancho Murieta Association Compliance/Grievance/Safety Committee Meeting

No discussion.

Contract Security

No discussion.

4. DISCUSS ANIMAL CONTROL ISSUE

Mark Martin, General Manager, stated that on September 29, 2017, the District and Security Department were notified that Cal-OSHA (California Occupational Safety and Health) was opening an investigation into our practice on handling animal calls, specifically dogs, snakes, bats and other animals. The complaint also alleged that our patrol vehicles were not safe.

Cal-OSHA spent several months conducting an investigation into our policies, practices, training and records. They conducted site inspections and vehicle inspections as well as employee interviews. On March 5, 2018, the District received a letter from Cal-OSHA of their findings, which included a fine of \$550.00. The District was

in violation of not providing proper training to its Security Officers in the area of handling dogs, snakes, bats and animal calls. The violation also stated that the District did not have proper Injury Illness Prevention Plans (IIPP) for animal calls and procedures in place in case an Officer was injured by an animal such as a dog bite or snake bite, and that we did not have proper tools, equipment or containment areas in our patrol vehicles for animals when we transported them.

Effective March 20, 2018, the District suspended all animal control related activities with certain exceptions such as; barking dogs (Rancho Murieta Association (RMA) CC&R violation), aggressive or attacking animals, or animals in the roadway (public safety issues). Residents have been advised to contact Sacramento County Animal Control Services for loose, found, injured or missing animals. Security Department staff will assist residents in a limited capacity with trying to contact a found animal's owner, utilizing our pet ID chip scanner, taking down lost animal information, and assisting any potential citizen groups or animal control in locating pet owners by accessing our residential computer database.

California Government Code Section 61100 subsection (x) states in summary that a district may not provide animal control services unless it has written consent from the Board of Supervisors. Such consent has not been given to the District. Additionally, there are many regulations concerning animal control operations, training, and certifications for the officers and managers, facility and handling requirements for kennel animals, disposition of kennel animals, as well as initial training, ongoing training, field equipment, safety equipment, policies, IIPP training and documentation and the list goes on; that is just for dogs. Wildlife animals such as snakes, bats etc. require even more.

The security tax that supports the District's Security Patrol and Gate operations does not include animal control as a Security function. It appears this responsibility and expectation was unofficially added over the years. Further research is needed to determine if we can legally perform such duties as well as identify funding for training, equipment, and operations.

Director Pecotich stated that since the District is not authorized to do animal control, the practice needs to stop now and the kennel fee policy needs to be rescinded.

Chief Werblun stated that Patrol Officer would still respond to barking dog calls. If the Officer actually hears the dog barking for no reason the Officer will then issue a RMA CC&R violation citation.

Beth Buderus asked if Patrol would still euthanize injured animals. Chief Werblun stated they would not as it is actually illegal for the Security Officers to discharge a weapon at an animal. The only people authorized to do that are law enforcement officers and animal control officers.

Barbara Vail, Rancho Murieta Village (Village), asked what action Security will be taking regarding barking dog calls from the Village. Director Clark stated that the District will be reviewing and updating all the agreements with the various organizations. At this time, there is no agreement with the Village to handle barking dog calls.

Ms. Buderus commented on her concern regarding deer caught in fences, snake calls, and other various animal calls that Security handled. Chief Werblun stated that there are private agencies that will come out to handle animal calls. A list will be available at both Gates.

Ms. Buderus stated that she has a list of residents that are willing to take in stray animals until the owner is found. She will provide the list to the gates and asked that she be contacted first.

5. DISCUSS SECURITY ASSESSMENT REPORT SUMMARY

Mark Martin, General Manager, gave an overview of the Security Department Assessment Report. The two (2) areas the assessment was intended to focus on are: 1) to evaluate the District's Security Department and provide recommendations regarding the operational and/or administrative improvements and suggest possible reorganizational and operation changes; and 2) to evaluate the current CCTV/camera strategy and create a new strategy for the District to implement. Due to safety concerns, the District is keeping the document confidential and releasing a summary of the Assessment along with the survey results to the public

After analyzing the information obtained from the survey, town hall meeting, and conversations with Rancho Murieta stakeholders, Burns & McDonnell concluded that residents may not be fully aware of the capabilities and areas where Security staff do and do not have authority. Some residents were unaware that the Security Patrol Officers did not have police powers, while others were concerned that Security Patrol Officers lack police powers. Many residents who responded to the survey or spoke out at the town hall meeting believe that the Security staff can and should respond to any security related incidents and handle accordingly.

District policy states that Security Officers are to "observe and report. District Officers are not authorized to "respond" to incidents that should be handled by law enforcement or other emergency responders. For example, if a domestic violence incident is reported, Security Patrol Officers are to refer the matter to Sacramento Sheriff's Department (SSD), according to the Security Operations Manual.

The following is a summary of findings by Burns & McDonnell along with if we agree or disagree with findings.

1. Residents do not have a clear understanding of the enforcement capabilities of the security staff. This can lead to misconceptions of the Security Patrol Officers' responsibilities and authority of the security officers. **We agree with this statement.**
2. Security Officers perform duties that are not authorized by the District, which is in reference to assisting other law enforcement agencies within the boundaries of the community or outside the community. At the time the survey was conducted part of these statements were true however, since then, the District's policy has been reinforced and is being adhered to where Security Officers do not engage in law enforcement activities or take law enforcement action. In certain limited circumstances Security Officers do assist law enforcement agencies such as traffic control at accident scenes but they are not directly involved in any law enforcement action.
3. Because the community is comprised of different HOAs and non-HOA areas within its boundaries, Security Officers cannot enforce rules, regulations, ordinances or non-architectural CC&Rs throughout the entirety of the District. **We agree with this statement** and currently RMA is the only HOA that security has an agreement with to enforce certain CC&Rs.
4. The enforcement policies and procedures for Security are not clearly defined for all enforcement related activities. **We do not agree with the statement.** The policies are clearly defined in the Security Operations Manual.

5. Security Gate Officers are overtasked and may not be able to efficiently or effectively perform all duties expected of them. **We do not agree with the statement.** Although Gate Officers can get busy, they are trained to handle one vehicle at a time to ensure that the guest or vendors are properly checked in before they are allowed through the gate. They are also trained to prioritize their workload, which includes phone calls, radio traffic, and vehicles in the visitor lane.
6. Current Staffing levels for the Security Patrol Officers may not allow for efficient security coverage of the District during the anticipated growth. **We agree with the statement.**
7. There is a disparate security camera system deployed on community property. The systems are not integrated and do not provide remote viewing capabilities for Security personnel. **We agree with the statement.** The camera system at the South Gate has been upgraded and provides better coverage for the vehicle lanes at the South Gate, similar to what is in service at the North Gate. There are several different camera systems at various locations on community property.
8. The current camera systems deployed on District owned property does not allow for efficient security operations and may increase the operation and maintenance cost for the individual systems. **We can neither agree nor disagree with the statement** at this time. The costs are unknown at this time. If there was a capability of remote viewing of all of the camera systems on community property that could make operations more efficient, but may also require additional staffing to actively monitor additional cameras.
9. The District does not have detailed policies and procedures documented that would be vital to the planning, procurement, installation, operation and maintenance of a security camera system. **We agree with the statement.** A District-wide system, although it has been studied, is not in operation; therefore, there are no policies and procedures documented regarding those systems.
10. Non-District owned camera systems are not accessible by Security staff and this does not allow the Security Department to maintain effective situational awareness of properties within the District. **We agree with the statement.**

The summary of recommendations includes:

1. The capabilities and authority of the Security staff should be documented and clearly communicated to the residents of Rancho Murieta. This may alleviate any misconceptions of the capabilities of the Security Officers.
2. Security staff should receive regular policy and procedure training explaining their authorized response capabilities.
3. Establish an agreement with the entities within the District that allow the Security staff to enforce security related rules, regulations, etc. throughout the entire District. This may allow for enforcement capabilities and procedures to be more efficient.
4. Establish and clearly document that the enforcement policies and procedures for the authorized enforcement activities of the Security staff. Agreements between the District and varying entities should also clearly state in detail the authorized rules, regulations, ordinances, or CC&Rs that can be enforced by the Security staff.

5. Utilize technology at the North and South Gates to assist Security Officers in the execution of their duties. This can include the implementation of a web-based visitor management system or shifting the issuance of bar code stickers to another department. Gateaccess.net has been implemented.
6. Plan for corresponding increases in Security staff levels as the development of commercial and residential areas occur.
7. Update the security camera systems deployed at District-owned property. A single vendor should be utilized to maintain consistency. These systems should also be integrated to allow the Security staff to view live or recorded footage on District-owned property. The South Gate camera system has been updated.
8. Establish minimum technological standards for the security camera system. This would allow the systems to be integrated, allowing for a more efficient operation. Detailed policies and procedures regarding the operation and maintenance of the system should also be developed.
9. The minimum technological standards along with the policies and procedures should be completed in coordination with the varying entities within the District. This can allow for the camera systems installed on private property to be viewed by the Security staff. This may allow for more efficient security operations by allowing Security staff to evaluate a possible security related incident remotely in order to initiate an appropriate response. This may allow the Security staff to provide a higher quality of service to the community.

Additional recommendations include:

1. The District establish agreements with each entity (HOA, etc.) within District boundaries that authorize the District Security Officers to enforce the rules of that entity through the issuance of NOVs. Each agreement should clearly identify the specific rules, actions, and expectations of each party.
2. For the District to work with all of the entities to develop a set of standardized rules and procedures for adjudicating violations within District boundaries. If successful, this standardized set of rules would assist in the fair and consistent application of enforcement efforts, may alleviate confusion caused by differing guidelines, and would likely improve the perceptive effectiveness of the security program.
3. North and South Gates be networked together for remote operation to allow for staffing adjustments at the South Gate during non-peak hours when necessary. The Officer at the North Gate would have the ability to remotely view, communicate, and authorize with visitors at the South gate via video phone (similar to the technology installed at the North Gate). The visitor management system recommended earlier in this section would allow the Officer to input or verify information already populated in the database.
4. The District plan for corresponding increases in Security staff levels as the development of commercial and residential areas occurs. Based on current security duties and the expected

growth, two (2) Security Patrol Officers assigned to each shift are a reasonably assumed minimum service level (allows for two (2) continuous roving patrols of the area or one (1) patrol simultaneous to a call for service). Adjusting staff levels to allow for two (2) Security Patrol Officers per shift would require an additional four to five (4-5) Security Patrol Officers.

The recommendation for the Security Camera Strategy involves the District and the other property owners (HOAs, RMCC, and hotel) to install and maintain their own systems, while allowing access to District Security for live or recorded viewing capabilities. They recommend that the District coordinate closely with the various property owners to standardize system software and hardware components. This will allow the District and property owners to easily add or adjust components to meet future needs while maintaining the ability to integrate with the system. This also allows changes to be made to benefit the entire system (e.g. additional data storage, software upgrades, etc.) in lieu of upgrades to individual systems or purchasing multiple components for each individual system in use. A security camera system and components that are similar to those used at the North Gate is recommended.

After a discussion, the Committee agreed the next step is to present the summary to the entire Board and include an action plan. Director Clark also asked for staff to make clear what comments in the summary report were staff's versus Burns & McDonnell. A presentation of the summary report and draft action plan are expected for the June 2018 Board meeting.

John Weatherford stated that once the District makes the cost public, that will be the end of it.

6. DIRECTOR & STAFF COMMENTS

Director Pecotich commented on a complaint of someone spraying herbicide on private property and destroying plants. This is considered vandalism and the landowner would like something to be done as in documenting each call Security receives regarding this matter. John Witherford stated that he has a solution to the problem and would provide it off-line.

7. ADJOURNMENT

The meeting adjourned at 5: 5:19 p.m.

MEMORANDUM

Date: April 4, 2018
 To: Board of Directors
 From: Eric Thompson, Controller
 Subject: Bills Paid Listing

Enclosed is the Bills Paid Listing Report for **March 2018**. Please feel free to call me before the Board meeting regarding any questions you may have relating to this report. This information is provided to the Board to assist in answering possible questions regarding large expenditures.

The following major expense items (excluding payroll-related items) are listed *in order as they appear* on the Bills Paid Listing Report:

<u>Vendor</u>	<u>Project / Purpose</u>	<u>Amount</u>	<u>Funding</u>
RingCentral	New Phone System	\$ 9,290.53	Operating Expense
All Electric Motors, Inc	Repairs & Maintenance	\$ 7,270.09	Operating Expense
California Waste Recovery Systems	Solid Waste Contract	\$ 47,176.10	Operating Expense
County of Sacramento	Solid Waste Surcharge	\$ 8,788.15	Operating Expense
PDF Tactical	Contract Staffing	\$ 8,202.26	Operating Expense
Watchdogs Surveillance	S. Gate Camera Upgrade	\$ 23,848.54	Capital Replacement Reserves
Golden State Flow Measurement	Meters & Boxes	\$ 8,935.81	Operating Expense
Onsolve, LLC	CodeRed	\$ 5,000.00	Operating Expense
Prodigy Electric & Controls Inc.	Repairs & Maintenance	\$ 16,424.00	Operating Expense
S. M. U. D.	Purchased Power	\$ 23,009.69	Operating Expense
Domino Solar LTD	Solar Power Purchased	\$ 9,968.26	Operating Expense
TNT Industrial Contractors Inc.	Repairs & Maintenance	\$ 9,249.00	Operating Expense

PREPARED BY: Eric Thompson, Controller

REVIEWED BY: , District Treasurer

Rancho Murieta Community Services District

Bills Paid Listing for March 2018

Ck Number	Date	Vendor	Amount	Purpose
EFT	3/1/2018	CalPERS	\$38,498.42	Payroll - PERS Medical
EFT	3/1/2018	CalPERS	\$8.91	Payroll - PERS Unfunded
EFT	3/1/2018	CalPERS	\$11,977.85	Payroll - PERS Unfunded
CM33235	3/2/2018	AT&T	\$1,143.66	Telephone
CM33236	3/2/2018	Guardian Life Insurance	\$5,736.76	Payroll - Dental
CM33237	3/2/2018	RingCentral	\$9,290.53	New Phone System
CM33238	3/2/2018	Vision Service Plan (CA)	\$435.58	Payroll - Vision
CM33239	3/8/2018	Costco Membership	\$258.69	Supplies
CM33240	3/9/2018	A Leap Ahead IT	\$4,329.40	IT Support
CM33241	3/9/2018	A&D Automatic Gate and Access	\$387.50	Repairs & Maintenance
CM33242	3/9/2018	All Electric Motors, Inc.	\$7,270.09	Repairs & Maintenance
CM33243	3/9/2018	American Family Life Assurance Co.	\$494.61	Payroll - Aflac
CM33244	3/9/2018	Applications By Design, Inc.	\$520.00	IT Support
CM33245	3/9/2018	Aramark Uniform & Career Apparel, LLC	\$234.90	Uniform Service - Water
CM33246	3/9/2018	AT&T	\$64.00	Internet
CM33247	3/9/2018	Brower Mechanical, Inc	\$1,817.00	Repairs & Maintenance
CM33248	3/9/2018	California State Disbursement Unit	\$52.15	Payroll - Other
CM33249	3/9/2018	California Waste Recovery Systems	\$47,176.10	Solid Waste Monthly Contract
CM33250	3/9/2018	Dennis Carroll	\$200.00	Conservation
CM33251	3/9/2018	Cell Energy Inc.	\$890.85	Repairs & Maintenance
CM33252	3/9/2018	Chrysler Capital	\$156.80	Security Vehicle Lease
CM33253	3/9/2018	Connexus Industries	\$3,786.19	Repairs & Maintenance
CM33254	3/9/2018	County of Sacramento	\$8,788.15	Solid Waste Surcharge
CM33255	3/9/2018	Express Office Products, Inc.	\$54.40	Supplies
CM33256	3/9/2018	Fred Pryor Seminars/CareerTrack	\$179.00	Training
CM33257	3/9/2018	Galls/Quartermaster	\$228.79	Uniforms - Security
CM33258	3/9/2018	Hach Company	\$898.02	Tools
CM33259	3/9/2018	David Hill	\$300.00	Conservation
CM33260	3/9/2018	Jess Hill	\$100.00	Conservation
CM33261	3/9/2018	Howe It's Done	\$367.92	Board Meeting
CM33262	3/9/2018	Jorgensen Company	\$128.10	Supplies
CM33263	3/9/2018	Legal Shield	\$40.01	Payroll - Legal
CM33264	3/9/2018	Larry Mitcham	\$100.00	Conservation
CM33265	3/9/2018	Nationwide Retirement Solution	\$1,127.00	Payroll - Deferred Comp
CM33266	3/9/2018	Operating Engineers Local Union No. 3	\$615.71	Payroll - Union Dues
CM33267	3/9/2018	PDF Tactical	\$8,202.26	Contract Staffing
CM33268	3/9/2018	Rancho Murieta Ace Hardware	\$151.61	Supplies
CM33269	3/9/2018	Santander Leasing	\$240.00	Security Vehicle Lease
CM33270	3/9/2018	Sierra Office Supplies	\$394.37	Office Supplies

Rancho Murieta Community Services District

Bills Paid Listing for March 2018

Ck Number	Date	Vendor	Amount	Purpose
CM33271	3/9/2018	Skillpath Seminars	\$74.25	Training
CM33272	3/9/2018	State of California	\$550.00	OSHA - Animal Control Fine
CM33273	3/9/2018	TASC	\$196.14	Payroll - Beneflex
CM33274	3/9/2018	U.S. Bank Corp. Payment System	\$2,805.69	Vehicle Fuel & Supplies
CM33275	3/9/2018	Univar USA Inc.	\$506.85	Chemicals
CM33276	3/9/2018	USA Blue Book	\$1,736.47	Repairs & Maintenance
CM33277	3/9/2018	W.W. Grainger Inc.	\$1,055.02	Repairs & Maintenance
CM33278	3/9/2018	Watchdogs Surveillance	\$23,848.54	S Gate Camera Upgrade
CM33279	3/9/2018	Western Integrated Technologies	\$616.90	Repairs & Maintenance
EFT	3/9/2018	EFTPS	\$9,345.92	Payroll - Taxes - Fed
EFT	3/9/2018	EDD	\$2,414.57	Payroll - Taxes - CA
EFT	3/9/2018	CalPERS	\$10,434.60	Payroll - PERS PR
EFT	3/12/2018	EFTPS	\$94.78	Payroll - Taxes - Fed
CM33280	3/15/2018	Freshwater Fish Company	\$3,250.00	Laguna Joaquin Fish
CM33281	3/23/2018	Costco Membership	\$264.70	Supplies
CM33282	3/23/2018	Duloglo Enterprises Inc DBA Action Cleaning	\$1,172.00	Monthly Cleaning Service
CM33283	3/23/2018	American Family Life Assurance Co.	\$494.61	Payroll - Aflac
CM33284	3/23/2018	Aramark Uniform & Career Apparel, LLC	\$388.74	Uniform Service - Water
CM33285	3/23/2018	AT&T	\$901.50	Cell Phones
CM33286	3/23/2018	AT&T	\$1,358.68	Telephones
CM33287	3/23/2018	Bartkiewicz, Kronick & Shanahan	\$3,571.96	Legal Services
CM33288	3/23/2018	California Laboratory Services	\$1,599.36	Lab Testing
CM33289	3/23/2018	California State Disbursement Unit	\$52.15	Payroll - Other
CM33290	3/23/2018	Caltronics Business Systems	\$793.60	Copier - Admin.
CM33291	3/23/2018	County of Sacramento	\$74.00	Pre-Employment Testing
CM33292	3/23/2018	Dunbar Comfort Solutions Inc.	\$141.00	Repairs & Maintenance
CM33293	3/23/2018	Express Office Products, Inc.	\$432.01	Office Supplies
CM33294	3/23/2018	Fastsigns	\$842.56	Repairs & Maintenance
CM33295	3/23/2018	Galls/Quartermaster	\$443.19	Uniforms - Security
CM33296	3/23/2018	Golden State Flow Measurement	\$8,935.81	Meters & Boxes
CM33297	3/23/2018	GSRMA	\$260.00	Training
CM33298	3/23/2018	Greenfield Communications	\$377.97	Internet/TV
CM33299	3/23/2018	Hastie's Capitol Sand and Gravel Co.	\$1,201.36	Repairs & Maintenance
CM33300	3/23/2018	Lee's Automotive Repair Inc	\$2,149.84	Vehicle Service #216
CM33301	3/23/2018	Legal Shield	\$40.01	Payroll - Legal
CM33302	3/23/2018	Anne H Long (DBA) Marion Leasing	\$526.90	Copier - Admin.
CM33303	3/23/2018	Nationwide Retirement Solution	\$1,142.00	Payroll - Deferred Comp
CM33304	3/23/2018	OCT Water Quality Academy	\$190.00	Certification
CM33305	3/23/2018	Onsolve, LLC	\$5,000.00	CodeRed

Rancho Murieta Community Services District

Bills Paid Listing for March 2018

Ck Number	Date	Vendor	Amount	Purpose
CM33306	3/23/2018	Operating Engineers Local Union No. 3	\$615.71	Payroll - Union Dues
CM33307	3/23/2018	PDF Tactical	\$3,975.09	Contract Staffing
CM33308	3/23/2018	Prodigy Electric & Controls Inc.	\$16,424.00	Repairs & Maintenance
CM33309	3/23/2018	Public Agency Retirement Services	\$350.86	Payroll - OPEB Trust
CM33310	3/23/2018	Rancho Murieta Association	\$150.00	Landscaping
CM33311	3/23/2018	Rancho Murieta Association	\$508.07	Purchased Power
CM33312	3/23/2018	Rancho Murieta Automotive Repair	\$155.86	Repairs & Maintenance
CM33313	3/23/2018	S. M. U. D.	\$23,009.69	Purchased Power
CM33314	3/23/2018	Sacramento Bee	\$786.00	Employment Ads
CM33315	3/23/2018	Domino Solat LTD	\$9,968.26	Solar Power
CM33316	3/23/2018	Sprint	\$189.95	Air Cards
CM33317	3/23/2018	State of California	\$64.00	Pre-Employment Testing
CM33318	3/23/2018	State of California	\$172.50	Permits
CM33319	3/23/2018	Streamline	\$300.00	Website Hosting
CM33320	3/23/2018	TASC	\$69.41	Payroll - Beneflex
CM33321	3/23/2018	TASC	\$196.14	Payroll - Beneflex
CM33322	3/23/2018	TNT Industrial Contractors Inc.	\$9,249.00	Repairs & Maintenance
CM33323	3/23/2018	TPX Communications	\$663.45	Telephones
CM33324	3/23/2018	U.S. HealthWorks Medical Group, PC	\$355.00	Safety & Pre-Employment Screening
CM33325	3/23/2018	Univar USA Inc.	\$1,980.13	Chemicals
CM33326	3/23/2018	USA Blue Book	\$1,187.51	Repairs & Maintenance
CM33327	3/23/2018	W.W. Grainger Inc.	\$376.22	Repairs & Maintenance
CM33328	3/23/2018	Stephen Hirano DBA Water District Jobs	\$145.00	Employment Ads
CM33329	3/23/2018	Western Exterminator Co.	\$515.00	Monthly Service & Rodent Control
EFT	3/23/2018	Pitney Bowes	\$1,500.00	Postage
EFT	3/23/2018	EFTPS	\$8,581.09	Payroll - Taxes - Fed
EFT	3/23/2018	EDD	\$2,275.98	Payroll - Taxes - CA
EFT	3/23/2018	CalPERS	\$9,875.96	Payroll - PERS PR
EFT	3/27/2018	Pitney Bowes	\$1,250.00	Postage
		TOTAL	\$340,818.89	

**Rancho Murieta Community Services District
Bills Paid Listing for March 2018**

Ck Number	Date	Vendor	Amount	Purpose
		CFD 2014-1 Bank of America Checking		
CM2061	3/23/2018	Corelogic Solutions, LLC	\$200.00	CFD2014-1 Admin cost
		TOTAL	\$200.00	
		EL DORADO PAYROLL		
Checks: CM11767 to CM11776 and Direct Deposits: DD10333 to DD10393			\$ 110,631.63	Payroll
EFT	Various	National Payment Corp	\$133.34	Payroll
		TOTAL	\$110,764.97	

PREPARED BY: Eric Thompson, Controller

REVIEWED BY:  , District Treasurer

MEMORANDUM

Date: April 17, 2018
To: Board of Directors
From: Mark Martin, General Manager
Subject: General Manager's Report

EMPLOYEE RELATIONS/DEVELOPMENT

On March 30, 2018, the Board and I met in closed session to discuss the final round of negotiation points for the next union contract covering January 1, 2018 through December 31, 2020. Represented staff voted to ratify the MOU on April 19, 2018.

OUTREACH

I met with a number of organizations over the past month. On March 22, I attended an introductory meeting with the General Manager of the Regional Water Authority (RWA). On March 23, I attended a meeting with the Sacramento Central Groundwater Authority (SCGA) on a study being conducted on the setting of member rates. On behalf of RMCSD, I advocated that rates should be based on number of active connections using groundwater. The proposed rate setting focused on a base rate for all members, along with factors for connections and overall groundwater usage. On March 29, I participated in a RWA conference call on water efficiency education and outreach. On April 11, I attended the SCGA monthly board meeting. Primary discussion was about the organization's annual audit and the plan to bring recommended member rate structure forward at the next month's meeting. Some concern was voiced by members about transparency of the organization's finances. On April 13, I attended a half-day seminar by Mountain Counties Water Resource Association (MCWRA) on the potential impacts of State policy to upstream water rights related to Delta water quality for salmonoid habitat and additional demands posed by the twin-tunnels project. I am scheduled to meet with Supervisor Sue Frost, at her request, on April 25, ahead of her April 28 community meeting at Rancho Murieta to discuss a host of issues.

FOLLOW-UP

Regarding the Kelly sewer issue (Lot 1709), on March 27, I forwarded Mr. Kelly an email with a summary of CSD findings and a path CSD offered for resolution of the matter. Mr. Kelly's email response to CSD terms was provided to the District at end of business April 20. The District is currently reviewing Mr. Kelly's response.

LETTER SUPPORTING REDUCTION OF JACKSON HIGHWAY SPEED LIMIT THROUGH RANCHO MURIETA

A letter dated April 12, 2018 was sent to the new statewide director of Caltrans Laurie Berman, State Assembly member Cooley, State Senator Berryhill, and Supervisor Sue Frost, among others, in support of reducing the speed limit (see attached). To support the request, we attached a map showing the locations of a blind curve, reverse curve, wildlife corridor, and commercial area which all impact safety along this full speed section of highway. Mention was also made of Caltrans' own 2016 traffic study which indicated a peak hour traffic count of up to 1,250 vehicles at Murieta Drive and Highway 16.

IT

The District's new phone system is expected to go-live April 25.

LAGUNA JOAQUIN/LAKES COMMITTEE

Hundreds of bluegill and bass fish were delivered on March 23 as the second phase to re-stock the lake with fish. The District paid a total of \$5,750 over two phases to restock the lake.



Rancho Murieta Community Services District

15160 Jackson Road • P.O. Box 1050 Rancho Murieta, CA 95683 • 916-354-3700 • Fax 916-354-2082

Visit our website www.rmcsd.com

April 12, 2018

Ms. Laurie Berman
Director
California Department of Transportation
1120 N Street, MS 49
Sacramento, CA 95814

RE: Rancho Murieta Community Services District (RMCS D) Board of Directors Letter of Support to Lower Posted Speed Limit on Highway 16 Through the Rancho Murieta Community

Dear Ms. Berman:

This letter is in support of efforts to reduce the posted speed limit on Highway 16/Jackson Highway, along the stretch from Lone Pine Drive to the eastern boundary of Rancho Murieta, from 55 to 45 miles per hour.

On March 21, 2018, the Rancho Murieta Community Services District's Board of Directors voted unanimously to join other community stakeholders in support of lowering the speed limit along Jackson Highway.

Nearly 6,000 residents who live in Rancho Murieta travel through and between two key signalized intersections along this route on a daily basis. The two signalized intersections are just over a mile apart. Adding to the congestion, is the significant number of commuters who pass through Rancho Murieta on their way to and from work each day. District staff travel this stretch multiple times daily with heavy equipment to provide utility services throughout the community. The commercial area at the western end of this stretch of highway continues to expand, and with it, potential increases in vehicle conflicts along this route. Caltrans' traffic volume data from 2016 reflects highway *peak hour* traffic as high as 1,250 vehicles at Murieta Drive.

This stretch of local highway has portions that are winding with limited sight-distance and reverse curves (See Attachment A). This highway section also passes through a significant wildlife corridor as it crosses the Cosumnes River which increases the likelihood of vehicle/animal collision (typically deer) at full highway speed.

The District is particularly concerned in that it provides security throughout the community and our Security staff are often the first responders to car accidents along this section of the highway. District officers have witnessed countless accidents along this section of highway.

Serving the Community for over 30 years

Board of Directors: Mark Pecotich, *President* • Morrison Graf, *Vice-President* • Les Clark • John Merchant • Gerald Pasek
General Manager • Mark Martin

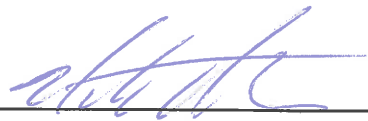
Our Security staff are in a capacity to assist, but they are not fully enabled with first-responder authority as is the case with CHP, Sacramento County Sheriff or Sac Metro Fire. Reducing the speed will hopefully lessen the number and severity of accidents in the area to help mitigate what can be longer response times by first-responders given the remote location of the community.

Rancho Murieta is no longer a sleepy rural community. We feel the above facts provide sound reasoning to reduce the posted speed limit through this community. We appreciate your consideration of this matter and look forward to a resolution.

Sincerely,



Mark Martin
General Manager

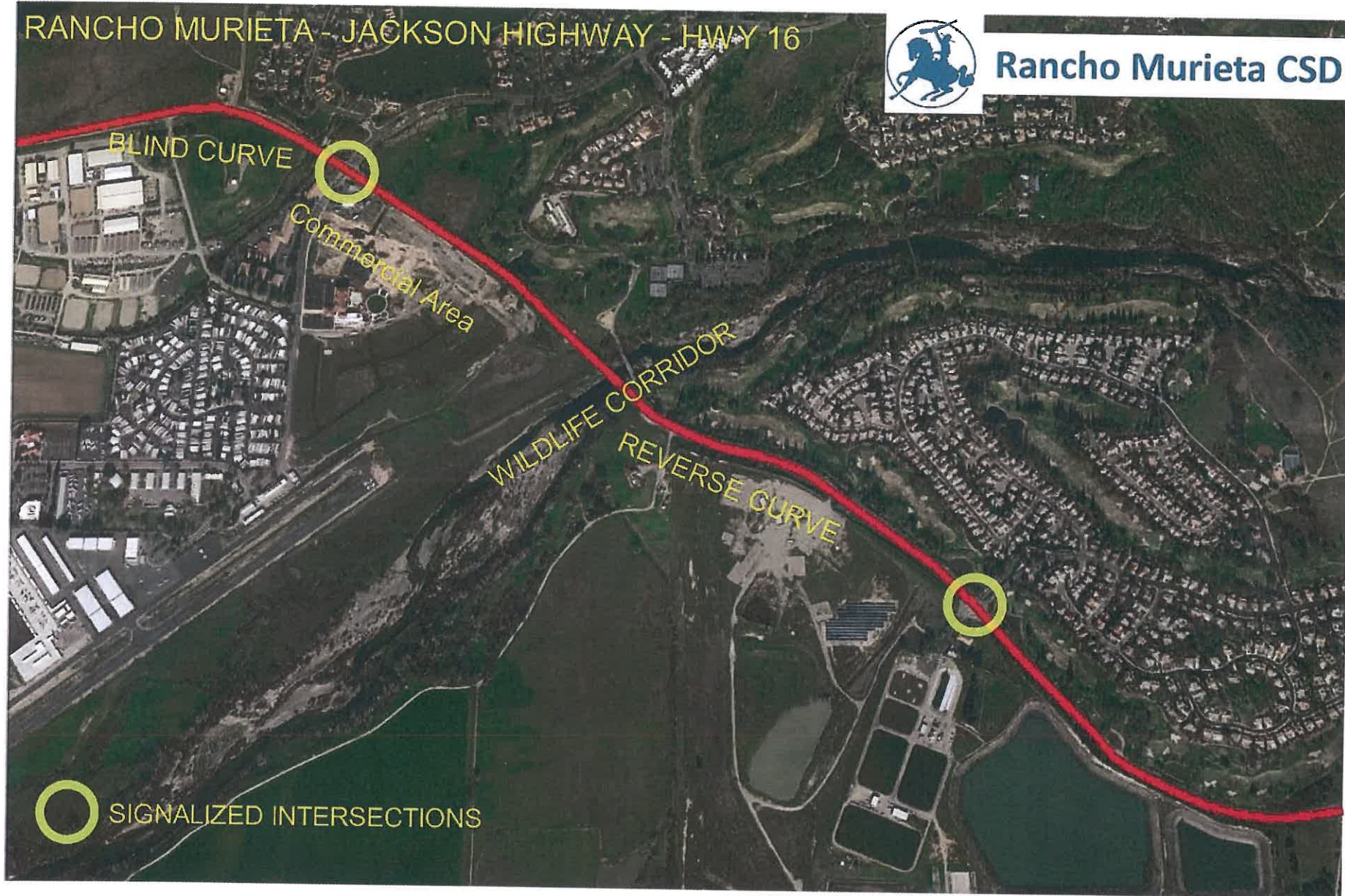


Mark Pecotich
Board President

Attachment

cc: State Senator Tom Berryhill
Assembly Member Ken Cooley
Sacramento County Supervisor Sue Frost
Darryl Chambers, CalTrans
Rancho Murieta Association

ATTACHMENT A



MEMORANDUM

Date: April 17, 2018
 To: Board of Directors
 From: Eric Thompson, Controller
 Subject: Administration / Financial Reports

Enclosed is a combined financial summary for **March 2018**. 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.

This information is provided to the Board to assist in answering possible questions regarding under or over-budget items. In addition, other items of interest are included.

Residential Water Consumption – Year-to-date residential water usage was up 11.9% versus budget through March. Listed below are year-to-date water consumption numbers using weighted averages:

	12 month rolling % increase	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Residences	0.0%	2,539	2,539	2,539	2,539	2,539	2,539	2,539	2,539	2,540			
	Weighted Average	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Cubic Feet	1,646	2,920	2,844	2,695	2,109	1,191	840	812	774	631			
Gallons per day	410	728	709	672	526	297	210	203	193	157			
Planned Usage GPD	612												

Commercial/Other Water Consumption – Year-to-date commercial water usage was up 5.9% versus budget through March. Listed below are year-to-date water consumption numbers in cubic feet:

	YTD Totals	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Commercial	592,902	114,866	113,467	103,801	88,440	33,156	20,523	34,889	44,559	39,201			
Parks	256,536	83,599	70,380	44,880	42,838	6,858	939	481	6,080	481			
Raw Water	647,793	183,011	147,231	159,474	122,373	27,651	199	0	50	7,804			
CSD	109,838	19,713	19,745	19,532	14,619	6,473	5,519	8,386	8,106	7,745			
Totals	1,607,069	401,189	350,823	327,687	268,270	74,138	27,180	43,756	58,795	55,231			

Lock-Offs – During the month of March, there were 15 lock-offs.

Connection Fees – There were no new connection fees received in March.

Aging Report – Delinquent accounts totaled \$198,523 which was 30.5% of the total accounts receivable balance of \$652,247. Past due receivables decreased \$13,798 or 6.5% from the prior month. Of the total delinquent amount \$185,339 was related to undeveloped property.

Summary of Reserve Accounts as of March 31, 2018 – The District’s reserve accounts began this fiscal year with a balance of \$5,344,437 and have increased \$323,211 year-to-date. In addition to the recurring monthly reserve contributions and normal inter-fund borrowing repayments, the District received \$842 in reserve interest income from CAMP, was reimbursed \$35,293 from Sewer Capital Replacement Reserves for the purchase of a new truck, and was reimbursed \$23,849 from Security Capital Replacement Reserves for upgrades to the South Gate camera system. The total amount of reserves held by the District on March 31, 2018 was \$5,667,648. See the following table for information by specific reserve account.

Reserve Fund Balances

<i>Reserve Descriptions</i>	<i>Fiscal Yr Beg Balance July 1, 2017</i>	<i>YTD Collected & Interest Earned</i>	<i>YTD Spent</i>	<i>Period End Balance Mar 31, 2018</i>
Water Capital Replacement (200-2505)	1,130,169	182,004	(8,864)	1,303,309
Sewer Capital Replacement (250-2505)	2,478,211	305,225	(142,207)	2,641,229
Drainage Capital Replacement (260-2505)	81,850	24,401	(6,198)	100,053
Security Capital Replacement (500-2505)	160,345	35,561	(72,699)	123,207
Admin Capital Replacement (xxx-2505-99)	57,174	44,186	(14,366)	86,994
Sewer Capital Improvement Connection (250-2500)	4,067	33	(0)	4,100
Capital Improvement (xxx-2510)	366,117	25,681	(49,322)	342,476
Water Supply Augmentation (200-2511)	1,703,006	60,485	(45,783)	1,717,708
WTP Construction Fund Reserve (200-2513)	(671,793)	140,407	(159,238)	(690,624)
Security Impact Fee Reserves (500-2513)	35,291	3,905	(0)	39,196
Total Reserves	5,344,437	821,888	(498,677)	5,667,648

Inter-fund Borrowing Balances

<i>Inter-fund Borrowing</i>	<i>Fiscal Yr Beg Balance July 1, 2016</i>	<i>YTD Interest</i>	<i>YTD Repayment</i>	<i>Period End Balance Mar 31, 2018</i>
Sewer Loan to WTP Construction Fund	1,137,179	10,040	(115,345)	1,031,874
WSA Loan to WTP Construction Fund	379,060	3,347	(38,448)	343,959
N. Gate Security Loan from Drainage Fund	63,203	508	(17,635)	46,076
Total Inter-fund Borrowing	1,579,442	13,895	(171,428)	1,421,909

Financial Items of Note

M&R Litigation – year-to-date, the District has incurred and paid \$5,706 in legal fees related to the M&R litigation. Total fees paid pursuant to this lawsuit (excluding staff time) are \$68,193.

County Club and Open Space – the District incurred \$2,818 in labor costs and \$1,969 in legal costs related to the proposed country club and open space purchase during the month of March. Since early October 2017, \$45,545 (including staff time) has been spent on this project.

Financial Summary Report (year-to-date through March 31, 2018)

Revenues:

Water Charges, year-to-date, are **above** budget \$65,321 or 4.4%

Sewer Charges, year-to-date, are **below** budget \$8,874 or (0.9%)

Drainage Charges, year-to-date, are **below** budget \$1,545 or (1.0%)

Security Charges, year-to-date, are **below** budget \$6,722 or (0.7%)

Solid Waste Charges, year-to-date, are **above budget \$4,612 or 1.0%**

Total Revenue, which includes other income, property taxes, and interest income is **above budget \$155,297 or 3.4%**. Roughly \$69K of this amount is related to CIA Ditch repairs.

Expenses: Year-to-date total operating expenses are **below budget \$5,461 or 1.1%**. There have been no operational reserve expenditures so far this year. Operational reserve expenditures cover projects funded from reserves which are also recorded as operational expenses through the income statement as required by Generally Accepted Accounting Principles (GAAP).

Water Expenses (including wages & employer costs) year-to-date, are **above budget \$17,120 or 1.4%**. Repairs & maintenance expenses are the Water Department's largest over budget line item so far this year. Other line item overages include permits, CIA Ditch repairs, purchased power, and telephones.

Sewer Expenses, year-to-date, are **below budget by \$65,208 or (8.4%)**. Repairs & maintenance, purchased power, permits and training/safety were the Sewer Department's largest over budget line items. During the month of March, the wastewater treatment plant (WWTP) solar array generated 34,767 excess kWh above and beyond the 41,653 we purchased from SMUD. This increased our net energy credit balance with SMUD to \$7,403. Since the WWTP solar array went online, we have not paid SMUD for any electricity usage.

Drainage Expenses, year-to-date, are **above budget by \$9,894 or 9.1%**. Drainage saw a front-loading of expenses during this fiscal year. These numbers have started to normalize (and additional budget is added) and the department's expenses went from being 49.2% over through September to 37.7% through October and now to 9.1% through March.

Combined Water/Sewer/Drainage Wages & Employer Costs, year-to-date, are **below budget by \$32,993 or (5.8%)**. These savings are offset by \$34,188 in contract staffing, which is used to help reduce the operational effects of position vacancies. Utility personnel at the District allocate their time between the Water, Sewer and Drainage Departments as needed and as directed. This section is being reported to help gauge overall utility personnel expenses versus budget.

Security Expenses, year-to-date, are **below budget by \$31,332 or (3.5%)**. Security Gate expenses are **above budget by \$5,749 or 1.4%** so far this year, with savings in wages and employer costs (due to vacancies) being offset by contract personnel costs. Security Patrol expenses are **below budget by \$16,850 or (4.5%)**, with savings across most expense categories, the largest being salaries & wages and employer costs. General Security expenses are **below budget by \$20,231 for the year**, due primarily to the vacancy in the (permanent) Chief position earlier in the year.

Solid Waste Expenses, year-to-date, are **above budget by \$2,951 or 0.7%**. Solid waste revenues and expenses are driven by service requests from the community and are both slightly over budget through March.

General Expenses, year-to-date, are **above budget by \$61,114 or 6.7%**. Legal expenses, General Manager recruitment, salaries & wages, and consulting expenses are the biggest contributors to the overage in general expenses.

Net Income: Year-to-date unadjusted net income, before depreciation, is \$321,304 versus a budget of \$164,286. Net income/(Loss) adjusted for estimated depreciation expense is (\$737,163). The full-year expected net operating income (loss) before depreciation, per the 2017-2018 budget, is (\$181). Including inter-fund borrowing interest expenses and tax revenues allocated to the Drainage department, the expected net operating loss is (\$6,833), as shown on the financial statements.

Rancho Murieta Community Services District
Summary Budget Performance Report
For the Month Ending March 31, 2018

	% of Total	Annual Budget	% of Total	YTD Budget	YTD Actuals	% of Total	YTD VARIANCE Amount	YTD VARIANCE %
REVENUES								
Water Charges	32.5%	\$1,982,280	32.3%	\$1,471,536	\$1,536,857	32.6%	\$65,321	4.4%
Sewer Charges	21.6%	1,317,230	21.7%	986,945	978,071	20.7%	(8,874)	(0.9%)
Drainage Charges	3.2%	197,610	3.3%	148,203	146,658	3.1%	(1,545)	(1.0%)
Security Charges	21.6%	1,321,377	21.7%	991,024	984,302	20.9%	(6,722)	(0.7%)
Solid Waste Charges	10.6%	646,796	10.6%	485,091	489,703	10.4%	4,612	1.0%
Other Income	1.8%	110,430	1.7%	78,950	183,415	3.9%	104,465	132.3%
Interest Earnings	0.1%	8,370	0.1%	5,480	3,521	0.1%	(1,959)	(35.8%)
Property Taxes	9.8%	598,680	9.9%	449,010	449,010	9.5%	0	0.0%
Property Tax (Reserve Alloc)	-1.3%	(77,220)	-1.3%	(57,915)	(57,915)	-1.2%	(0)	0.0%
Total Revenues	100.0%	6,105,554	100.0%	4,558,325	4,713,622	100.0%	155,297	3.4%
OPERATING EXPENSES								
Water/Sewer/Drainage								
Salaries & Wages	15.6%	951,320	15.3%	669,900	629,336	14.4%	(40,564)	(6.1%)
Employer Costs	7.6%	466,890	7.8%	344,081	324,028	7.4%	(20,053)	(5.8%)
Capital Project Labor Alloc	0.0%	0	0.0%	0	(248)	0.0%	(248)	0.0%
Power	5.5%	333,950	5.4%	238,105	255,651	5.8%	17,546	7.4%
Chemicals	2.8%	169,540	2.2%	97,785	102,921	2.3%	5,136	5.3%
Maintenance/Repairs	5.6%	340,500	5.1%	222,920	274,399	6.3%	51,479	23.1%
Water Meters/Boxes	0.9%	54,000	0.8%	37,250	15,086	0.3%	(22,164)	(59.5%)
Lab Tests	0.7%	44,200	0.7%	28,650	20,505	0.5%	(8,145)	(28.4%)
Permits	1.2%	73,640	1.4%	62,525	70,423	1.6%	7,898	12.6%
Training/Safety	0.3%	19,300	0.3%	11,275	13,049	0.3%	1,774	15.7%
Equipment Rental	0.6%	35,930	0.5%	22,650	8,070	0.2%	(14,581)	(64.4%)
Other Direct Costs	8.5%	519,810	8.9%	388,331	372,058	8.5%	(16,273)	(4.2%)
Subtotal Water/Sewer/Drainage	49.3%	3,009,080	48.4%	2,123,472	2,085,279	47.6%	(38,193)	(1.8%)
Security								
Salaries & Wages	10.8%	659,800	10.7%	470,100	391,515	8.9%	(78,585)	(16.7%)
Employer Costs	7.7%	470,700	7.9%	348,500	301,990	6.9%	(46,510)	(13.3%)
Off Duty Sheriff	0.1%	4,000	0.1%	4,000	6,895	0.2%	2,895	72.4%
Other	1.8%	107,954	1.8%	78,591	169,461	3.9%	90,869	115.6%
Subtotal Security	20.3%	1,242,454	20.5%	901,191	869,860	19.8%	(31,332)	(3.5%)
Solid Waste								
CWRS Contract	9.2%	561,100	9.6%	420,822	423,984	9.7%	3,162	0.8%
Sacramento County Admin Fee	0.6%	35,500	0.6%	26,622	26,411	0.6%	(211)	(0.8%)
HHW Event	0.2%	14,730	0.0%	0	0	0.0%	0	0.0%
Subtotal Solid Waste	10.0%	611,330	10.2%	447,444	450,395	10.3%	2,951	0.7%
General / Admin								
Salaries & Wages	8.7%	531,300	8.6%	377,400	402,616	9.2%	25,216	6.7%
Employer Costs	4.9%	297,200	5.0%	219,850	204,497	4.7%	(15,353)	(7.0%)
Capital Project Labor Alloc	0.0%	0	0.0%	0	0	0.0%	0	0.0%
Insurance	1.6%	95,296	1.6%	71,472	68,492	1.6%	(2,980)	(4.2%)
Legal	1.0%	60,000	1.0%	45,000	43,244	1.0%	(1,756)	(3.9%)
Office Supplies	0.3%	21,300	0.4%	16,500	16,588	0.4%	88	0.5%
Director Meeting Payments	0.3%	18,000	0.3%	13,500	7,954	0.2%	(5,546)	(41.1%)
Telephones	0.1%	4,780	0.1%	3,631	5,354	0.1%	1,723	47.4%
IT Systems Maintenance	1.4%	88,096	1.7%	75,273	71,859	1.6%	(3,414)	(4.5%)
Community Communications	0.1%	4,550	0.0%	1,100	3,907	0.1%	2,807	255.2%
Postage	0.3%	20,400	0.4%	16,700	14,553	0.3%	(2,147)	(12.9%)
Bld/Grounds Maint/Pest Cntr	0.3%	17,400	0.3%	12,205	23,876	0.5%	11,671	95.6%
Other	1.5%	91,200	1.4%	63,000	113,805	2.6%	50,805	80.6%
Subtotal General / Admin	20.5%	1,249,522	20.9%	915,631	976,745	22.3%	61,114	6.7%
Total Operating Expenses	100.1%	6,112,387	100.0%	4,387,739	4,382,278	100.0%	(5,461)	(0.1%)
Operating Income (Loss)	100.0%	(6,833)	100.0%	170,586	331,344	100.0%	160,758	94.2%

	% of Total	Annual Budget	% of Total	YTD Budget	YTD Actuals	% of Total	YTD VARIANCE	
							Amount	%
Non-Operating Expenses								
Water Reserve Expenditure	0.1%	8,400	0.1%	6,300	10,040	100.0%	3,740	59.4%
Sewer Reserve Expenditure	0.0%	0	0.0%	0	0	0.0%	0	0.0%
Drainage Reserve Expenditure	0.0%	0	0.0%	0	0	0.0%	0	0.0%
Total Non-Operating Expenses	0.1%	8,400	0.1%	6,300	10,040	100.0%	3,740	59.4%
Net Income (Loss)	100.0%	(15,233)	100.0%	164,286	321,304	100.0%	157,018	95.6%

Rancho Murieta Community Services District

Budget Performance Report by FUND

For the Month Ending March 31, 2018

	% of Total Rev	Annual Budget	% of Total Rev	YTD Budget	YTD Actuals	% of Total Rev	YTD VARIANCE Amount	%
WATER REVENUES								
Water Charges	98.4%	\$1,982,280	98.5%	\$1,471,536	\$1,536,857	93.6%	\$65,321	4.4%
Interest Earnings	0.2%	3,900	0.2%	2,500	1,925	0.1%	(575)	(23.0%)
Other Income	1.4%	28,770	1.3%	19,922	103,459	6.3%	83,537	419.3%
Total Water Revenues	100.0%	2,014,950	100.0%	1,493,958	1,642,240	100.0%	148,283	9.9%
EXPENSES (excluding depreciation)								
Salaries & Wages	26.4%	532,740	25.1%	375,144	353,267	21.5%	(21,877)	(5.8%)
Employer Costs	13.0%	261,740	12.9%	192,830	181,213	11.0%	(11,617)	(6.0%)
Capital Project Labor Alloc	0.0%	0	0.0%	0	(248)	0.0%	(248)	0.0%
Power	10.2%	204,970	9.5%	142,375	151,223	9.2%	8,848	6.2%
Chemicals	4.6%	93,000	4.2%	62,955	66,215	4.0%	3,260	5.2%
Chemicals - T&O	0.5%	9,500	0.3%	4,740	3,701	0.2%	(1,039)	(21.9%)
Maintenance/Repairs	7.0%	142,000	6.1%	90,920	147,251	9.0%	56,331	62.0%
Water Meters/Boxes	2.7%	54,000	2.5%	37,250	15,086	0.9%	(22,164)	(59.5%)
Lab Tests	1.4%	28,000	1.1%	16,500	10,970	0.7%	(5,530)	(33.5%)
Permits	1.6%	32,000	1.5%	22,500	27,822	1.7%	5,322	23.7%
Training/Safety	0.5%	9,300	0.4%	6,000	5,706	0.3%	(294)	(4.9%)
Equipment Rental	1.0%	21,000	0.9%	13,500	3,640	0.2%	(9,860)	(73.0%)
Other Direct Costs	17.3%	348,880	18.3%	273,851	289,840	17.6%	15,989	5.8%
Operational Expenses	86.2%	1,737,130	82.9%	1,238,565	1,255,685	76.5%	17,120	1.4%
Water Income (Loss)	13.8%	277,820	17.1%	255,393	386,555	23.5%	131,163	51.4%
38.9% Net Admin Alloc	14.2%	286,212	13.8%	206,816	229,686	14.0%	22,869	11.1%
Reserve Expenditures	0.4%	8,400	0.4%	6,300	10,040	0.6%	3,740	59.4%
Total Net Income (Loss)	-0.8%	(16,792)	3.3%	48,576	146,830	8.9%	108,293	222.9%
SEWER REVENUES								
Sewer Charges	98.4%	1,317,230	98.5%	986,945	978,071	98.2%	(8,874)	(0.9%)
Interest Earnings	0.2%	2,920	0.2%	1,820	164	0.0%	(1,656)	(91.0%)
Other Income	1.4%	18,500	1.3%	13,015	17,879	1.8%	4,865	37.4%
Total Sewer Revenues	100.0%	1,338,650	100.0%	1,001,780	996,115	100.0%	(5,665)	(0.6%)
EXPENSES (excluding depreciation)								
Salaries & Wages	26.3%	351,990	24.7%	247,863	218,279	21.9%	(29,584)	(11.9%)
Employer Costs	8.6%	172,510	8.5%	127,188	114,504	7.0%	(12,684)	(10.0%)
Power	8.9%	118,600	8.9%	88,850	98,582	9.9%	9,732	11.0%
Chemicals	4.2%	56,040	2.7%	26,590	22,755	2.3%	(3,835)	(14.4%)
Maintenance/Repairs	13.9%	186,500	12.3%	123,000	123,238	12.4%	238	0.2%
Lab Tests	1.2%	16,200	1.2%	12,150	9,536	1.0%	(2,614)	(21.5%)
Permits	2.6%	35,140	3.3%	33,525	36,737	3.7%	3,212	9.6%
Training/Safety	0.7%	10,000	0.5%	5,275	7,343	0.7%	2,068	39.2%
Equipment Rental	0.8%	10,200	0.8%	7,650	1,477	0.1%	(6,173)	(80.7%)
Other Direct Costs	12.2%	162,950	10.4%	103,850	78,282	7.9%	(25,568)	(24.6%)
Operational Expenses	83.7%	1,120,130	77.5%	775,941	710,733	71.4%	(65,208)	(8.4%)
Sewer Income (Loss)	16.3%	218,520	22.5%	225,839	285,381	28.6%	59,543	26.4%
29.7% Net Admin Alloc	16.3%	218,521	15.8%	157,903	175,364	17.6%	17,461	11.1%
Reserve Expenditures	0.0%	0	0.0%	0	0	0.0%	0	0.0%
Total Net Income (Loss)	0.0%	(1)	6.8%	67,935	110,018	11.0%	42,082	61.9%
DRAINAGE REVENUES								
Drainage Charges	99.0%	197,610	99.0%	148,203	146,658	99.0%	(1,545)	(1.0%)
Property Tax	2.4%	33,580	2.4%	25,185	25,185	2.4%	0	0.0%
Property Tax (Reserve Alloc)	-2.3%	(31,540)	-2.3%	(23,655)	(23,655)	-2.3%	0	0.0%
Interest Earnings	0.0%	50	0.0%	35	10	0.0%	(25)	(70.5%)
Total Drainage Revenues	100.0%	199,700	100.0%	149,768	148,198	100.0%	(1,570)	(1.0%)

	% of Total Rev	Annual Budget	% of Total Rev	YTD Budget	YTD Actuals	% of Total Rev	YTD VARIANCE Amount	%
EXPENSES (excluding depreciation)								
Salaries & Wages	33.3%	66,590	31.3%	46,893	57,790	39.0%	10,897	23.2%
Employer Costs	1.6%	32,640	1.6%	24,063	28,311	1.7%	4,248	17.7%
Power	5.2%	10,380	4.6%	6,880	5,846	3.9%	(1,034)	(15.0%)
Chemicals	5.5%	11,000	2.3%	3,500	10,250	6.9%	6,750	192.9%
Maintenance/Repairs	6.0%	12,000	6.0%	9,000	3,910	2.6%	(5,090)	(56.6%)
Permits	3.3%	6,500	4.3%	6,500	5,865	4.0%	(636)	(9.8%)
Equipment Rental	2.4%	4,730	1.0%	1,500	2,953	2.0%	1,453	96.8%
Other Direct Costs	4.0%	7,980	7.1%	10,630	3,936	2.7%	(6,694)	(63.0%)
Operational Expenses	76.0%	151,820	72.8%	108,966	118,860	80.2%	9,894	9.1%
Drainage Income (Loss)	24.0%	47,880	27.2%	40,802	29,338	19.8%	(11,464)	(28.1%)
6.1% Net Admin Alloc	22.5%	44,882	21.7%	32,431	36,018	24.3%	3,586	11.1%
Reserve Expenditures	0.0%	0	0.0%	0	0	0.0%	0	0.0%
Total Net Income (Loss)	1.5%	2,998	5.6%	8,371	(6,680)	-4.5%	(15,051)	(179.8%)
SECURITY REVENUES								
Security Charges	95.0%	1,321,377	95.0%	991,024	984,302	93.7%	(6,722)	(0.7%)
Interest Earnings	0.0%	600	0.0%	450	326	0.0%	(124)	(27.6%)
Property Tax	4.7%	65,040	4.7%	48,780	48,780	4.6%	0	0.0%
Property Tax (Reserve Alloc)	-3.3%	(45,680)	-3.3%	(34,260)	(34,260)	-3.3%	(0)	0.0%
Other Income	3.6%	49,760	3.6%	37,314	51,063	4.9%	13,749	36.8%
Total Security Revenues	100.0%	1,391,097	100.0%	1,043,308	1,050,211	100.0%	6,903	0.7%
EXPENSES (excluding depreciation)								
Salaries & Wages	47.4%	659,800	45.1%	470,100	391,515	37.3%	(78,585)	(16.7%)
Employer Costs	23.4%	470,700	23.3%	348,500	301,990	18.4%	(46,510)	(13.3%)
Equipment Repairs	0.4%	4,900	0.3%	3,303	6,970	0.7%	3,667	111.0%
Vehicle Maintenance	0.4%	6,000	0.4%	4,500	4,168	0.4%	(332)	(7.4%)
Vehicle Fuel	1.0%	14,000	1.0%	10,500	10,357	1.0%	(143)	(1.4%)
Off Duty Sheriff	0.3%	4,000	0.4%	4,000	6,895	0.7%	2,895	72.4%
Other	6.0%	83,054	5.8%	60,288	147,966	14.1%	87,677	145.4%
Operational Expenses	89.3%	1,242,454	86.4%	901,191	869,860	82.8%	(31,332)	(3.5%)
Security Income (Loss)	10.7%	148,643	13.6%	142,117	180,351	17.2%	38,235	26.9%
20.3% Net Admin Alloc	10.7%	149,360	10.3%	107,927	119,862	11.4%	11,934	11.1%
Total Net Income (Loss)	-0.1%	(716)	3.3%	34,190	60,490	5.8%	26,300	76.9%
SOLID WASTE REVENUES								
Solid Waste Charges	99.9%	646,796	99.9%	485,091	489,703	99.8%	4,612	1.0%
Interest Earnings	0.1%	600	0.1%	450	861	0.2%	411	91.4%
Total Solid Waste Revenues	100.0%	647,396	100.0%	485,541	490,564	100.0%	5,023	1.0%
EXPENSES (excluding depreciation)								
CWRS Contract	86.7%	561,100	86.7%	420,822	423,984	86.4%	3,162	0.8%
Sacramento County Admin Fee	5.5%	35,500	5.5%	26,622	26,411	5.4%	(211)	(0.8%)
HHW Event	2.3%	14,730	0.0%	0	0	0.0%	0	0.0%
Operational Expenses	94.4%	611,330	92.2%	447,444	450,395	91.8%	2,951	0.7%
Solid Waste Income (Loss)	5.6%	36,066	7.8%	38,097	40,170	8.2%	2,073	5.4%
5.0% Net Admin Alloc	5.7%	36,788	5.5%	26,583	29,523	6.0%	2,940	11.1%
Total Net Income (Loss)	-0.1%	(722)	2.4%	11,514	10,647	2.2%	(867)	(7.5%)
OVERALL NET INCOME(LOSS)	-0.3%	(15,233)	4.1%	170,586	321,304	7.4%	150,718	88.4%

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

INVESTMENT REPORT

CASH BALANCE AS OF MARCH 31, 2018

INSTITUTION	YIELD	BALANCE
CSD FUNDS		
<i>EL DORADO SAVINGS BANK</i>		
SAVINGS	0.03%	\$ 772,632.51
CHECKING	0.02%	\$ 191,971.39
PAYROLL	0.02%	\$ 73,020.76
BANNER BANK		
EFT	0.00%	\$ 143,367.01
LOCAL AGENCY INVESTMENT FUND (LAIF)		
UNRESTRICTED	1.52%	\$ 446,496.68
RESTRICTED RESERVES	1.52%	\$ 5,056,699.82
CALIFORNIA ASSET MGMT (CAMP)		
OPERATION ACCOUNT	1.62%	\$ 610,946.19
UNION BANK		
PARS GASB45 TRUST (balance as of 2/28/18)	-2.95%	\$ 1,634,064.45
TOTAL CSD		\$ 8,929,198.81

BOND FUNDS

COMMUNITY FACILITIES DISTRICT NO. 2014-1 (CFD)

BANK OF AMERICA

CHECKING 0.00% \$ 330,703.59

WILMINGTON TRUST (balance as of 11/30/17)

BOND RESERVE FUND 0.53% \$ 391,947.52

BOND ADMIN EXPENSE 0.53% \$ 24.31

BOND SPECIAL TAX FUND 0.53% \$ 7.56

BOND ACQ & CONSTRUCTION 0.53% \$ 3,757.37

BOND REDEMPTION ACCOUNT 0.53% \$ -

BOND COI 0.53% \$ -

BOND SURPLUS 0.53% \$ 59.69

TOTAL CFD \$ **726,500.04**

TOTAL ALL FUNDS \$ **9,655,698.85**

**Investments comply with the CSD adopted investment policy.*

PREPARED BY: Eric Thompson, Controller

REVIEWED BY:  , District Treasurer

MEMORANDUM

Date: April 17, 2018
To: Board of Directors
From: Jeffery Werblun, Security Chief
Subject: Security Updates for March 2018

OPERATIONS UPDATES

Currently, there is one (1) Security Gate Officer position open, one (1) Patrol Officer, and one (1) Security Sergeant. Interviews were conducted for Gate Officer, Patrol Officer and Sergeant. We have a few candidates we are considering to move to the next step in the hiring process. Contract security PDF has provided support staff to fill the gate vacancies and patrol in the meantime.

INCIDENTS OF NOTE

March 8, 2018: 2044 hours, Security received a call of a propane leak inside a residence on Puerto Drive. The resident was directed to call 911. A Patrol Officer was also dispatched to the address. Apparently the resident was directed by the 911 operator to stay put until Sacramento Metro Fire Department (SMFD) arrived. Both the on duty Gate Officer, Jaimie Baldwin, and the Patrol Officer, Brandon Arino, relied on their training and experience and determined that the instructions given were not appropriate. Officer Arino had the residents vacate the house for their safety while Gate Officer Baldwin called the SMFD dispatch regarding the situation. Officer Baldwin learned that the instructions given by the initial 911 operator were not correct and the residents should have been told to evacuate the house. Officer Baldwin told the 911 operator they already had the residents evacuate to an area of safety outside. SMFD arrived on scene and rendered the gas leak safe. A propane company responded to repair the leak.

March 23, 2018 at 1620 hours; An Elk Grove Unified School District bus was driving through the North Gate when the gate arm was closed on the bus. There was no damage to the bus or the gate arm. The bus was occupied with school children so per state law, California Highway Patrol (CHP) was notified of the accident and the bus and children were required to wait until CHP arrived. Approximately 30 minutes later, CHP cancelled their response due to no damage and the bus was released to finish its route.

March 24, 2018 at 0929 hours, a vehicle crashed into a light pole in the center divider of Murieta Parkway and the 2nd Quadaupe. The driver was 16 and only held a learner's permit. She was driving alone in the car. She was looking at her phone, missed her turn, and lost control of her car hitting the light pole and a large rock. CHP responded for the accident and cited her for being an unlicensed driver. Sacramento Municipal Utility District (SMUD) and Rancho Murieta Association (RMA) were notified of the damage to the pole.

March 27, 2018 at 0900 hours, Sacramento Sheriff's Department (SSD) served a search warrant at a storage locker at the Airport Mini Storage in regards to a theft investigation of property from the storage area itself. Some of the victims were present to look for and claim their stolen property. The suspects are residents of Rancho Murieta and the investigation is ongoing.

RANCHO MURIETA ASSOCIATION COMPLIANCE/GRIEVANCE/SAFETY MEETING

I attended the meeting on March 6, 2018. Several violation appeals were brought to the committee for review.

CONTRACT SECURITY

We are currently using PDF Security to supplement open positions at the Gates. We also used a PDF employee that was patrol trained, to cover graveyard patrol shifts periodically when we had a Patrol Officer on modified duty due to an injury. PDF has been responsive to our needs.

INTERNATIONAL SECURITY CONFERENCE

I attended the International Security Conference (ISC West) in Las Vegas the week of April 9, 2018. The conference and exposition was anything to do with the security industry from installation cables and tools to full security systems for home and business to robots and drones. There were various countries there exhibiting and attendees from around the world. Many of the exhibits had to deal with cyber-security, building security, access and controls, barriers, and lock out devices. Video surveillance was a large part as well as unmanned systems such as fully automated robot type machines with facial recognition systems, to vehicles and drones. I did not see much that would be used by the District that we do not already have and utilize. I did get some information on portable wireless camera systems that are fully self-contained in a trailer type of unit. Most of what I saw on exhibit was related to cyber-security and infrastructure/building security.



**Rancho Murieta Association
Rule Violations/Admonishments/Complaints
March 2018**

Gate Entrance Refusals	27
Parking	0
Unsafe Driving	2
Open Garage Door	0
Park Hours	21
Speeding	8
Loose/Off Leash Dogs	13
Barking Dogs	7
Unlicensed Driver	2
Stop Sign	3
Total	83

Note: A *complaint* of a violation does NOT necessarily mean a violation occurred. The complaint may have been unfounded, officers were unable to locate the complaint, or the complaint was not actually in fact a RMA Rule violation at all.



RMA Rule Violations / Citations March 2018

Driveway Parking	41
Park Hours	2
Stop Sign	3
Unsafe Driving	0
Speeding	16
Unlicensed Driver	0
Overnight Street Parking	17
<hr/>	
Total	79

MEMORANDUM

Date: April 18, 2018
To: Board of Directors
From: Paul Siebensohn, Director of Field Operations
Subject: Water/Wastewater/Drainage Report

The following is information and projects staff has worked on since the last Board meeting.

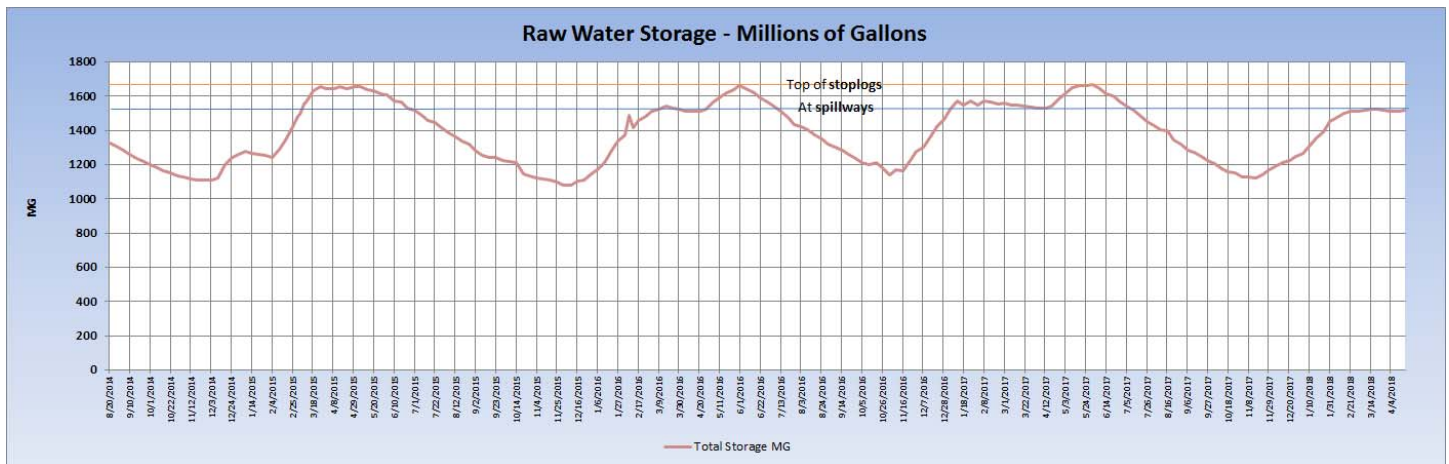
WATER

Water Treatment Plant (WTP) #1 is currently set to run at 1.0 million gallons per day (mgd), averaging a production volume of 0.731 mgd. Water Treatment Plant #2 remains off but ready for operation. Total water production for March 2018 was 18,828,000 gallons, less than the production of 21,160,386 in February.

WATER SOURCE OF SUPPLY

The stoplogs to capture an additional two feet of storage water in our reservoirs were installed in Chesbro & Clementia on April 16 and in Clementia on April 17. Two pumps are running at around 11.3 cubic feet per second to top off our reservoirs. On April 19, 2018, all raw water storage for Calero, Chesbro, and Clementia Reservoirs measured approximately 1,517.5 MG (4,657.5 AF) of which 1,353.6 MG (4,154.4) is usable due to dead storage. This is approximately 99.9% full to the spillways. For Calero and Chesbro Reservoirs alone, storage measured 1,214 MG (3,725.9 AF), or 1,164.7 MG (3,272.9 AF) usable. In March 2018 there was 6.28" of rainfall and evaporation was 2.59". So far this diversion season, we have pumped 447.5 MG (1,373.5 AF) to storage.

Below is a graphic representation of the water storage reservoir levels from 2014 to date.



Along with our newly adopted Water Code items for reservoir protection, we had signs made up and posted at Boat ramp areas in at our community reservoirs to notify boat launchers to avoid introducing invasive species into our reservoirs.



Sign mounted by Clementia boat ramp

Protect Our Reservoirs!

Keep Invasive species out of Rancho Murieta



STOP AQUATIC HITCHHIKERS!

Be A Good Steward. Clean. Drain. Dry.



Invasive species such as Quagga or Zebra mussels and New Zealand mudsnails, may be accidentally introduced into our reservoirs from fishing boats and equipment that have been in infested waters. Introducing them could be very costly to District ratepayers.

Be aware that transferring a boat that has been in infested waters may allow the spread of quagga mussels or zebra mussels! ... a fineable violation Per CA DFW Code!

Invasive Zebra & Quagga mussels:

- Produce young (larva) that are too small to see with the naked eye, but newly settled young feel like sandpaper on smooth surfaces; may release over 40,000 eggs in a reproductive cycle and up to 1 million in a spawning season.
- Attach to aquatic plants, kayaks, boats, motors, trailers, and recreation equipment such as boots and waders.
- As they grow, can be seen on boat hulls, especially around trim tabs, transducers, along keels, and on lower units and propellers.
- Can be found in bilges, live wells and motors and live up to 30 days.
- Can survive up to (5) days out of water



Pipes plugged with invasive mussels



Before zebra mussels After zebra mussels

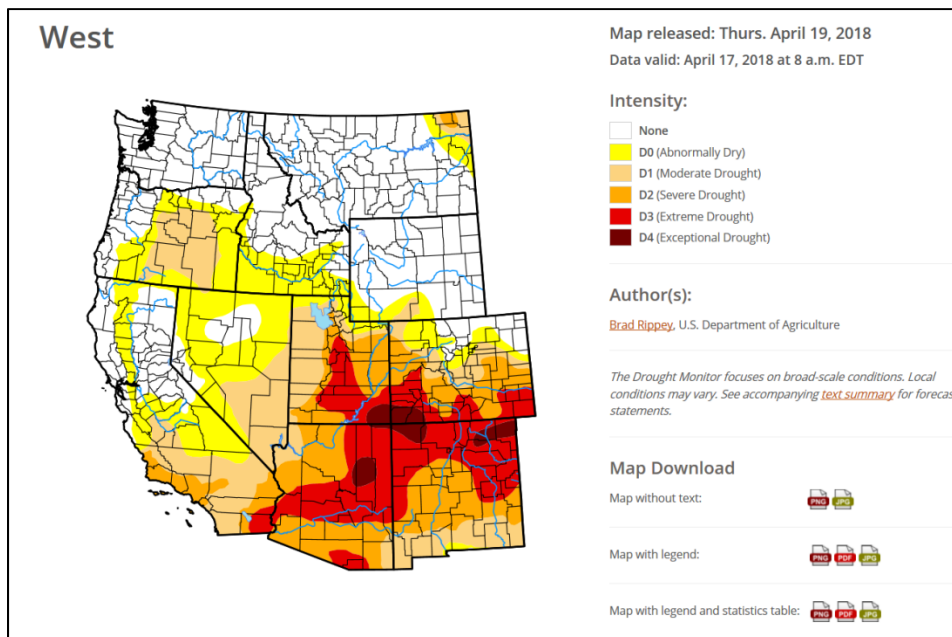
posted by Rancho Murieta CSD

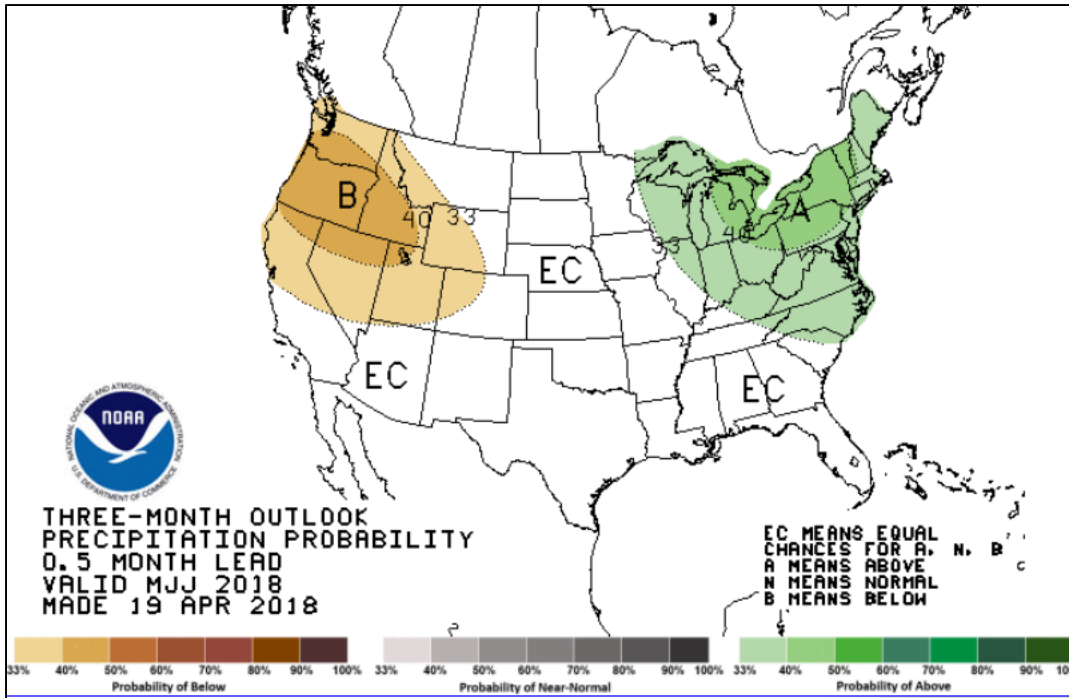
Invasive species protection Sign

DROUGHT WATCH

Rains have continued and turned around the drought outlook for our area. Based on rainfall, snowpack, and sustained river flows there should not be a drought issue for us, other than whatever the state may require with blanket regulations for water purveyors. Current Cosumnes River flow is at 1,163 cubic feet per second, a good volume for this time of year.

Based on the outlooks shown below, we will be in a typical weather pattern from here on out.



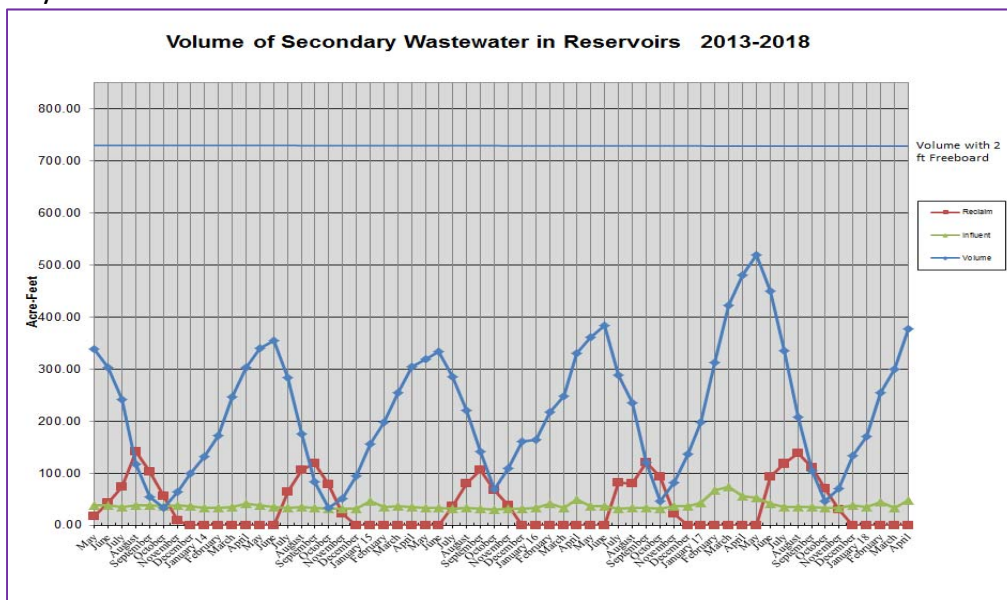


WASTEWATER COLLECTION, TREATMENT, AND RECLAMATION

Influent wastewater flow averaged 0.514 million gallons a day, for a total of 15.923 MG, (48.87 AF). This is approximately 199 gpd per sewer connection. Secondary wastewater storage measured 134.3 MG (412.1 AF) on March 18, 2018. The reclamation system remains off for the winter season but is being prepared for operation. I let the Rancho Murieta Country Club know that based on the current amount of Wastewater we have in storage and average volume of influent we expect throughout the summer months, we are planning to supply recycled water to the Golf Course on May 22nd to supply all of its irrigation needs, weather dependent.

Maintenance this past month included weed control around the perimeter of the facility, drying bed maintenance, ordering a new tarp to cover the cement chlorine contact chamber, and cleaning of the Equalization Basin.

The graph below shows where our secondary storage volume is compared to previous years, as measured on the first Wednesday of each month.



SEWER COLLECTION

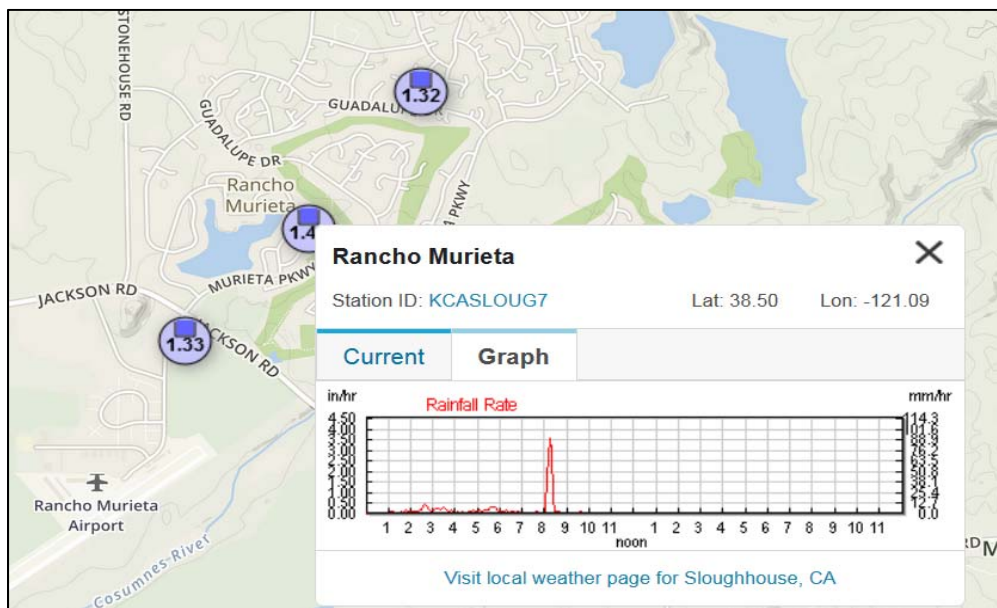
Utility staff cleaned the sewer collection systems lines on Reynosa Drive in the South community this past month as part of preventative maintenance.

DRAINAGE / STORMWATER

On March 22 we experienced one of the heaviest downpours in a short period of time recorded for our area. Impacts of the heavy inundation were experienced throughout the community. District staff attended to a lot of calls and various issues throughout and after the storm in the drainage system. The quick rise of drainage levels can be seen in the photos below taken by the Water Plant with 7 minutes having elapsed between the first and second photo.



The rainfall rate recorded is shown below, having spiked to over 3.5 inches per hour.



In anticipation of the storm from forecasts we posted a notice on our website that sand and sandbags are available at our District office and staff pre-walked the drainage system to make sure culverts and ditches were clear from obstructions. We also notified and inspected construction sites to make sure stormwater best management practices to prevent erosion and soil runoff were in place and secure.

As a result of the storm the Cosumnes River rose up a flooded material and debris into the Granlees diversion structure and filled the entrance of the CIA ditch with sand and debris. Utilities staff spent several days with the backhoe and by manual labor cleaning and removing sand, rocks and debris from the around first hundred yards of the CIA ditch.

Utility staff is also in the process of repairing erosion damage and a corrugated pipe failure in the Chesbro protection ditch as a result of the storm.

WATER METERING AND UTILITY STAFF WORK

In March 2018, twenty-seven (27) ¾" and two (2) 1" meters, and two (2) MXUs were replaced. Twenty-two (22) Utility Star reports, one (1) rebate inspection, three (3) high water use investigations and six (6) underground service alerts (USAs) were completed. There were two (2) service line leaks repaired this past month along with the replacement of two (2) other adjacent service lines for proactive maintenance. Utilities staff spent several days removing woody vegetation along the dams. This is being done as part of dam maintenance and compliance with the dam inspection reports. This will be on going into the summer as the lakes drop down and vegetation is accessible

PROJECTS

Development

The Retreats East and North

No update.

The Retreats West

Home building continues with staff monitoring BMP compliance.

Murieta Gardens

The project continues to be monitored for stormwater Best Management Practice (BMP) for stormwater compliance.

The Murieta Gardens - Murieta Marketplace

No update. From what we have been told this project is on hold pending a scheduled period of non-activity.

The Murieta Gardens – Inn

Red-lines of the as-builts for Murieta Inn's irrigation system have been received and forwarded to Coastland Engineering for review for compliance with the District Recycled water code.

The Murieta Gardens – Highway 16 Off-Site Improvements

This project is on hold pending an approval of Cal-Trans of a dual piped stormwater line in place of a single large line that conflicts.

The Murieta Gardens II – Subdivision

The District and its engineer, Coastland, have supplied all information as requested by the project for the sewer impact study requested of the project's engineer. The project engineer just submitted the sewer impact study on March 14th, which will be reviewed by Coastland Engineering.

Rancho Murieta North – Development Project

No update.

FAA Business Park

This project is currently on hold pending an approval by Sacramento County.

The Greens Neighborhood Park

No update. Rancho Murieta Association (RMA) still needs to repair the keystone block wall along the discharge side of the culvert at the park entrance.

EMERGENCY WELL PROJECT

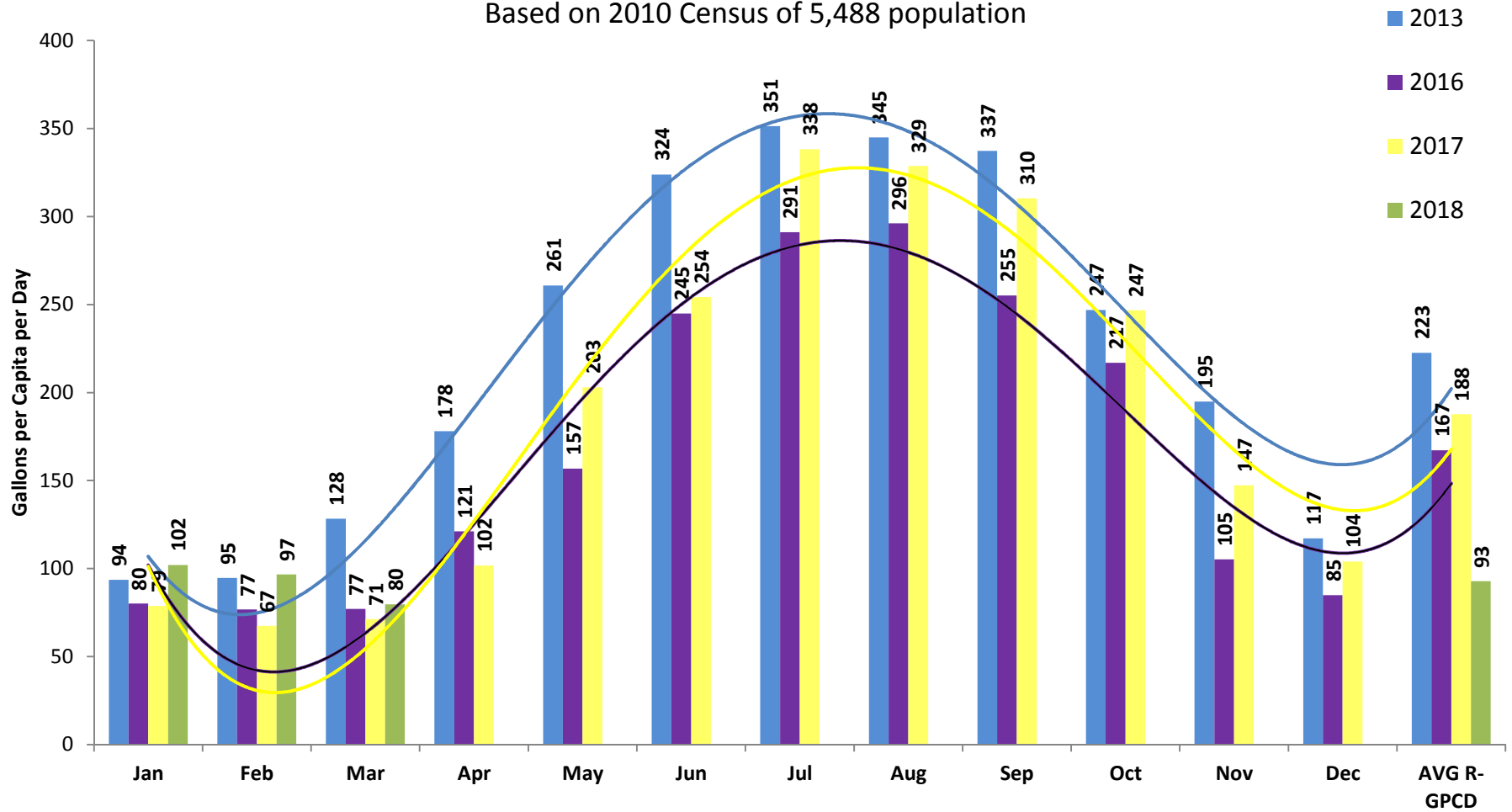
No update.

Rancho Murieta - Residential Gallons per Capita per Day

Comparison of 2013 (drought base yr) to 2016, 2017 and 2018

Residential Potable Water Consumption

Based on 2010 Census of 5,488 population



Conservation achieved March 2016 versus January 2013: 40%
 Conservation achieved March 2017 versus January 2013: 44%
 Conservation achieved March 2018 versus January 2013: 38%

2016 versus 2013 YTD conservation: 26%
 2017 versus 2013 YTD conservation: 31%
 2018 versus 2013 YTD conservation: 12%

CONFERENCE/EDUCATION SCHEDULE

Date: April 19, 2018
To: Board of Directors
From: Suzanne Lindenfeld, District Secretary
Subject: Review Upcoming Conference/Education Opportunities

This report is prepared in order to notify Directors of upcoming educational opportunities. Directors interested in attending specific events or conferences should contact me to confirm attendance for reservation purposes. The Board will discuss any requests from Board members desiring to attend upcoming conferences and approve those requests as deemed appropriate.

Board members must provide brief reports on meetings that they have attended at the District's expense. (AB 1234). The upcoming conferences/educational opportunities include the following:

CALIFORNIA SPECIAL DISTRICT ASSOCIATION (CSDA)

2018 Special Districts Legislative Days	May 22, 2018	Sacramento
General Manager Leadership Summit	June 24, 2018	Olympic Valley
Special District Leadership Academy	July 8, 2018	Napa Valley
2018 Annual Conference & Show	September 24, 2018	Indian Wells

GOLDEN STATE RISK MANAGEMENT ASSOCIATION (GSRMA)

No Information Currently Available on Upcoming Conferences.

ASSOCIATION OF CALIFORNIA WATER AGENCIES (ACWA)

2018 ACWA Spring Conference	May 8-11, 2018	Sacramento
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AMERICAN WATER WORKS ASSOCIATION (AWWA)

No Information Currently Available on Upcoming Conferences.

MEMORANDUM

Date: April 20, 2018
To: Board of Directors
From: Mark Martin, General Manager
Subject: Receive Presentation by the Sacramento County Planning Department Regarding New Rules for Accessory Dwellings that Impact the Rancho Murieta Area

RECOMMENDED ACTION

No action – receive presentation.

BACKGROUND

Jessica Brandt from the Sacramento County Planning Department will be making a presentation regarding the new accessory dwelling process. This will be helpful to the community regarding the potential impacts of requirements that will allow accessory dwelling units without a discretionary permit.

Beyond requirements to allow accessory dwelling units (ADU), there is significant concern about recent proposed legislation, SB 831 (Wieckowski), which would eliminate all fees charged by a local agency, school district, special district, and water corporation for ADUs. These one-time fees are paid by developers to local agencies to account for the cost of installing water and sewer connections, impact on the capacity of the local water systems, as well as impacts on the usage of local parks, fire station services, and other public services that will be used by the new residents. The California Special Districts Association (CSDA) opposes this legislation.

MEMORANDUM

Date: April 20, 2018
To: Board of Directors
From: Mark Martin, General Manager
Subject: Discuss Rancho Murieta Community Services District Security Department's Role/Responsibility in Animal Control Services

RECOMMENDED ACTION

Provide direction to staff.

BACKGROUND

September 29, 2017, the District and Security Department were notified that Cal-OSHA (California Occupational Safety and Health) was opening an investigation into our practices on handling animal calls, specifically mentioned in the complaint was dogs, snakes, bats and other animals. Additionally, the complaint alleged that our patrol vehicles were not safe.

Cal-OSHA spent several months conducting an investigation into our policies, practices, training and records. They conducted site inspections and vehicle inspections as well as employee interviews. On March 5, 2018, we received from Cal-OSHA their letter of findings which included a fine of \$550.00. The District was in violation of not providing proper training to its Security Officers in the area of handling dogs, snakes, bats and animal calls for service/assistance. The violation also stated that the District did not have proper Injury Illness Prevention Plans (IIPP) for animal calls and procedures in place if an Officer is injured by an animal such as a dog bite or snake bite, and that we did not have proper tools, equipment or containment areas in our patrol vehicles for animals when we transported them.

Effective March 20, 2018, all animal control related activities were suspended, the date of our response to the fine, with certain exceptions such as; barking dogs (RMA CC&R violation), aggressive or attacking animals, or animals in the roadway (public safety issues). Residents have been advised to contact Sacramento County Animal Control Services for loose, found, injured or missing animals. Security Department staff has been instructed that we will assist the residents in a limited capacity with trying to contact a found animal's owner, utilizing our pet ID chip scanner, taking down lost animal information and assisting any potential citizen groups or animal control in locating pet owners by accessing our residential computer database.

In researching our practices, I discovered that California Government Code Section 61100 subsection (x) states in summary that a district may not provide animal control services unless it has written consent from the Board of Supervisors. We could not locate any such consent for the District. Additionally, there are many regulations concerning animal control operations, training, and certifications for the officers and managers, facility and handling requirements for kenneled animals, disposition of kenneled animals, as well as initial training, ongoing training, field equipment, safety equipment, policies, IIPP training and documentation and the list goes on; that is just for dogs. Wildlife animals such as snakes, bats etc. require even more.

Animal control services in every public agency we have researched is a segregated function, due to the special training, procedures, equipment and facilities required, along with specific regulations that govern animal control. From our research, outside of a kennel fee implemented in 1993 applicable only to loose dogs, the

security fee that supports the District's Security Patrol and Gate operations did not envision animal control as a Security function. It appears this responsibility and expectation was added over the years.

In order to be in compliance with Cal-OSHA, we would have to further research our options and requirements, including state laws, for each service where we would provide for animal control services within the District. We need to research if we are legal to perform such duties as well as identify funding for training, equipment, and operations.

At the Security Committee meeting of April 5, 2018, both Directors Pecotich and Clark stated they felt the responsibility for animal control is that of the County, that such service provided by RMCSO had been done as a creep of the scope of the responsibility of Security over time, and that RMCSO should get out of the business of providing this service.

MEMORANDUM

Date: April 23, 2018
To: Board of Directors
From: Mark Martin, General Manager
Subject: Consider Approval of Memorandum of Understanding between the International Union of Operating Engineers, Local 3, AFL-CIO and Rancho Murieta Community Services District covering January 1, 2018 through December 31, 2020

RECOMMENDED ACTION

Approve the Memorandum of Understanding (MOU) between the International Union of Operating Engineers, Local 3, AFL-CIO and Rancho Murieta Community Services District.

BACKGROUND

Attached are clean and redlined versions of the MOU reflecting the proposed changes.

This MOU is for three (3) years January 1, 2018 thru December 31, 2020.

MEMORANDUM OF UNDERSTANDING

between the

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

and the

INTERNATIONAL UNION OF OPERATING ENGINEERS
UNION LOCAL NO. 3, AFL-CIO

General Unit

January 1, ~~2015-2018~~ to December 31, ~~2017~~2020

TABLE OF CONTENTS

ARTICLE I	PARTIES.....	333
ARTICLE II	AUTHORIZED AGENTS.....	333
ARTICLE III	RECOGNITION	333
ARTICLE IV	DISTRICT RIGHTS AND RESPONSIBILITIES	333
ARTICLE V	UNION RIGHTS	444
ARTICLE VI	PROBATIONARY PERIOD	555
ARTICLE VII	HOURS	555
ARTICLE VIII	COMPENSATION AND BENEFITS.....	666
ARTICLE IX	OVERTIME.....	988
ARTICLE X	STANDBY DUTY AND CALL BACK	989
ARTICLE XI	VACATION LEAVE	1099
ARTICLE XII	SICK LEAVE	11910
ARTICLE XIII	HOLIDAYS.....	111011
ARTICLE XIV	LEAVE OF ABSENCE WITHOUT PAY (LWOP)	121112
ARTICLE XV	MISCELLANEOUS PROVISIONS	121112
ARTICLE XVII	DISCIPLINARY ACTION	141314
ARTICLE XVIII	NO STRIKES OR LOCKOUTS	171617
ARTICLE XIX	FULL UNDERSTANDING, MODIFICATION, AND WAIVER.....	181718
ARTICLE XX	SAVINGS PROVISION	191718
ARTICLE XXI	TERM OF AGREEMENT	191718

~~2015-2018-2017-2020~~ Memorandum of Understanding

between the

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

and the

INTERNATIONAL UNION OF OPERATING ENGINEERS UNION LOCAL NO. 3, AFL-CIO

GENERAL UNIT

ARTICLE I PARTIES

This Agreement is entered into ~~March 19~~ ~~April XX24, 2015-2018~~ by and between the Rancho Murieta Community Services District (hereinafter referred to as "Employer" or "District") and the International Union of Operating Engineers Union Local No. 3, AFL-CIO (hereinafter referred to as "Union").

Unless otherwise defined, all references to "days" shall mean calendar days.

ARTICLE II AUTHORIZED AGENTS

For the purpose of administering the terms and provision of this Agreement the following agents or his/her designee has been identified:

- A. District's principal authorized agent shall be:
 - General Manager
 - Rancho Murieta Community Services District
 - P.O. Box 1050
 - Rancho Murieta, CA 95683
- B. Union's principal authorized agent shall be:
 - Business Representative
 - Operating Engineers Union Local No. 3, AFL-CIO
 - 1916 North Broadway
 - Stockton, CA 95205

ARTICLE III RECOGNITION

The Employer recognizes the Union as the sole collective bargaining agent for all regular full-time and part-time employees (over 20 hours/week) in the General Unit of the Rancho Murieta Community Services District, excluding all management, supervisory, confidential, and independent contractor employees. See Attachment A for a list of classifications covered by this Agreement.

ARTICLE IV DISTRICT RIGHTS AND RESPONSIBILITIES

District retains all of its lawful rights, powers and authority, except as expressly limited by specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers and authority of the District, include, but are not limited to the following: to manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities, and operations; to create, change, combine or eliminate budgeted positions, policies, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force

and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees; to determine the content of job classifications; to set standards of service, determine the procedures and standards of selection for employment and promotion; direct its employees to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to require employees to undergo testing for drugs and alcohol; to determine the type and scope of work to be performed by District employees and the services to be provided; to classify positions; to establish initial salaries of new classifications after notification of the Union; to determine the methods, processes, means and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

ARTICLE V UNION RIGHTS

- A. Union Access.** Union staff members shall be allowed to contact employees on District facilities or job sites before and after working hours and during duty-free unpaid work hours. The use of email to set up and confirm meetings is allowed. Union staff members shall have access to District facilities while representing unit members in meetings with management or for other purposes when specifically approved by District management in advance for each instance.
- B. Dues Deduction.** With signed authorization, the District will provide deductions for Union dues and Credit Union accounts.
- C. Indemnify and Defend.** The Union shall indemnify, defend, and hold the District harmless against any claim made and against any suit initiated against the District on account of check off of Union dues, premiums or Credit Union deductions.
- D. Agency Shop**
1. The District and the Union recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal affirmative right of employees to refuse to form, join, and participate in employee organizations. Neither party shall exert pressure upon or discriminate against an employee in the exercise of these alternative rights.
 2. Accordingly, membership in the Union shall not be compulsory. A unit member has the right to choose either: to become a member of the Union; or to pay to the Union a fee for representation services; or to refrain from either of the above courses of action upon the grounds set forth in Section (6) below.
 3. A bargaining unit member who does not fall within one of the exempted categories as set forth in Section (6) below, and who has not voluntarily made application for membership in the Union within the sixty (60) day period following the date upon which said employee has been formally hired by the District in a bargaining unit position, must as a condition of employment pay to the Union a representation fee, in exchange for representation services necessarily performed by the Union in conformance with its legally imposed duty of fair representation on behalf of said Union member who is not a member of the Union.
 4. In the event that a unit member doesn't become a member of the Union or pay such fee directly to the Union, the District shall begin automatic payroll deduction. There shall be no charge to the Union for such mandatory agency fee deductions.

5. The agency fee collected pursuant to Section (4) above from unit members who are not members of the Union shall be an amount equal to regular Union dues paid by Union members within the District. Agency fee payers are entitled to apply to the Union for refunds of any amount paid which may be prohibited by the U.S. Constitution because such funds pay for political purposes not related to collective bargaining.
6. Any unit member shall be exempt from the requirements of Section (2) above, if such employee has a bona fide religious objection as defined by Section 3502.5 of the Government Code to the payment of any fee in support of a Union or "employee organization" as defined in Section 3540.1(d) of the Government Code.
7. Exempt unit members as defined in Section (6) above, shall, as an alternative to payment of a representation fee to the Union, pay an amount equivalent to such representation fee to:
 - a. United Way
 - b. American Cancer Society
 - c. Any charity jointly agreed to in writing by the parties.
8. Hold Harmless Provision. The Union shall hold the District harmless, and shall fully and promptly reimburse the District for any fees, costs, charges, or penalties incurred in responding to or defending against any claims, disputes, and/or challenges which are brought against the District or any of its agents or employees in connection with the interpretation, application, administration or enforcement of any Section of this Agreement pertaining to representation fees.

ARTICLE VI PROBATIONARY PERIOD

- A. Initial Probation.** Upon initial appointment, all unit employees shall serve the equivalent of twelve (12) months of full-time service as a probationary period, during which time the employee may be dismissed without cause or right of appeal.
- B. Promotional Probation.** Upon promotion to a different classification with a higher salary schedule, a unit employee shall serve the equivalent of twelve (12) months of full-time service as a probationary period, during which time the employee may be returned to his/her previous classification without cause or right of appeal provided the employee had successfully completed a probationary period in the previous class, otherwise, the employee shall be terminated from District service.
- C. Extension of Probationary Period.** Any accumulated time absent during the probationary period for a period of more than five (5) working days shall serve to extend the employee's probationary period for the total period of absence.

ARTICLE VII HOURS

- A. Work Hours.** Except in emergencies, the work week of full-time unit employees shall normally consist of five (5) days of eight (8) hours each, exclusive of a meal period. Persons who are part of 24/7 coverage may be assigned to work a straight eight-hour shift including a meal period. Each employee shall be assigned regular starting and quitting times, which shall not be changed without prior notice. Other work schedules (including 4/10) may be implemented by the District at its sole discretion upon fourteen (14) days prior notice to affected employees. Any return to the standard 5/8 schedule shall remain at the sole

discretion of the District management and may be implemented upon fourteen (14) days prior notice to the affected employees. Shift schedules for Security staff shall be posted at least fourteen (14) days in advance of the starting date of the schedule. Employees may be rescheduled within that period because of unplanned absences.

- B. Rest Periods.** When practical, employees shall be granted a ten (10) minute paid rest period during each half work shift of four (4) hours or longer. Such breaks shall not be taken within one (1) hour of the employee's starting time, quitting time, or meal break and shall not be accumulated or used to supplement meal breaks, arrive at work late or leave work early.

ARTICLE VIII COMPENSATION AND BENEFITS

A. Wages and Adjustments.

1. Effective with the pay period in which January 1, ~~2015-2018~~ falls, a ~~five~~ three percent (~~5~~3%) salary range increase for all represented classifications. ~~Concurrently with the five percent (5%) increase, all classifications, excluding Patrol and Gate Officer, will convert from an 8-step schedule to a 6-step schedule which is closest but is not lower than their previous wage rate on the 8-step schedule. There shall be no change in salary anniversary date of the employee.~~
2. Effective the pay period in which January 1, ~~2016-2019~~ falls, a three percent (3%) salary range increase for all represented classifications.
3. Effective the pay period in which January 1, ~~2017-2020~~ falls, a ~~two and three-quarter~~ three percent (~~3.75~~3%) salary range increase for all represented classifications.

~~4. PERS Contribution by Classic PERS Employees, above Current Three Percent (3%)~~

~~Effective the pay period in which January 1, 2015 falls, all represented PERS Classic Employees shall contribute an additional two percent (2%) of the Employee Contribution to PERS; bringing their total contribution to five percent (5%) of the seven percent (7%) Classic Employee contribution to PERS. The District will contribute the remaining two percent (2%) of the Classic Employee contribution to PERS in addition to the Employer Contribution to PERS for each represented employee.~~

~~Effective the pay period in which January 1, 2016 falls, all represented PERS Classic Employees shall contribute an additional one percent (1%) of the Employee Contribution to PERS; bringing their total contribution to six percent (6%) of the seven percent (7%) Classic Employee contribution to PERS. The District will contribute the remaining one (1%) of the Classic Employee contribution to PERS in addition to the Employer Contribution to PERS for each represented employee.~~

Effective the pay period in which January 1, ~~2017-2018~~ falls, all represented PERS Classic Employees shall continue to contribute an additional one percent (1%) of the Employee Contribution to PERS; bringing their a total contribution to seven percent (7%) of the seven percent (7%) Classic the current seven percent (7%) Employee contribution to PERS. The District

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will continue to pay the Employer Contribution to PERS for each represented employee.

5. PERS Contribution by PEPRAs PERS Employees. Effective the pay period in which January 1, 2018 falls, all represented PERS PEPRAs Employees shall continue to contribute the current six and one quarter percent (6.25%) a total contribution of the six and one quarter percent (6.25%) PEPRAs PERS Employee contribution to PERS. The District will continue to pay the Employer Contribution to PERS for each represented employee.

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The District reserves the right to adjust wages and wage ranges to accomplish recruitment and retention goals as determined by the Board.

1. An eligible employee shall move from one step to the next higher step within the assigned range after receiving an annual evaluation by his/her supervisor/manager that indicates the employee received an overall standard rating (at least 100 points) for that position during the previous year. An employee who is determined to have not met standards during the previous year shall not be eligible for any step increase for a period of three (3) months at which time the employee's performance shall be re-evaluated and if found to meet standard on an overall basis, shall be granted a step increase prospectively.
 2. On promotion to a higher job classification, the employee shall be placed at the step on the higher wage range that provide for at least a five percent (5%) increase in pay.
- B. Shift Differential.** The District provides a \$7.00 per shift differential for each normally assigned shift worked by an employee that covers the hours between 12:01 a.m. and 6:00 a.m.
- C. Certificate Pay.**
- Certificate pay is capped at five percent (5%) for Represented Utility Worker and Plant Operator classifications.
1. **Additional Certificates.** Effective January 1, 2015, additional certificates for Plant Operator classifications shall be limited to Treatment Plant Operator certificates and/or collection system certificates issued by the State of California or a District-approved educational institution. Plant Operators shall be paid an additional two and one-half percent (2.5%) above base pay per additional certificate above those required by their classification level, not to exceed five percent (5%) or two additional certificates, for each month so qualified during the term of this Agreement.

Effective January 1, 2015, additional certificates for Utility Worker classifications shall be limited to distribution certificates and/or collection system certificates issued by the State of California or a District-approved educational institution. Utility Workers shall be paid an additional two and one-half percent (2.5%) above base pay per additional certificate above

those required by their classification level, not to exceed five percent (5%) or two additional certificates, for each month so qualified during the term of this Agreement.

~~2. **Backhoe Operator.** Those persons who are trained and certified as a Backhoe Operator shall be eligible to receive an additional five percent (5%) during the hours they are required to operate the backhoe on assignments specifically requiring skilled backhoe operation. Such pay shall be for a minimum of two (2) hours or the length of the assignment, whichever is longer.~~

~~3. **Training Officer Pay.** Any Security Gate or Security Patrol Officer specifically designated by the District as a "Training Officer" shall receive an additional five percent (5%) above their base pay while training new Security employees for a period not to exceed two (2) weeks per new employee.~~

D. **Paid Benefits**

1. **Health and Supplemental Insurances.** The District will continue to contribute eighty percent (80%) of the total cost for dental, vision, life, long term disability and health insurance (not to exceed eighty percent (80%) of the cost of the least expensive HMO plan available that year) for full-time active employees and their dependents.

The District will continue to contribute eighty percent (80%) of the cost for health insurance (not to exceed 80% of the least expensive HMO plan available that year) for full-time retired represented employees and their dependents.

2. **Opting Out of Medical Coverage.** Eligible employees opting out of medical coverage who show proof of similar coverage shall receive a flat \$350.00 per month for the period not utilizing District-sponsored medical insurance.

3. **Postretirement Health Benefits – Medical Vesting.** Upon ratification of this Agreement by unit members, postretirement health benefits provided to employees hired on or after January 1, 2016, shall be provided in accordance with Government Code Section 22893.

4. **Less than Full Time Employees.** No paid benefits are provided.

5. **Waiting Period.** Benefits eligibility shall be governed by provider contracts with the District for full-time regular employees and shall begin after satisfactory completion of one (1) month of the probationary period.

E. **Incentive Pay**

1. **Education Incentive Pay.** The District shall pay \$500 (one time, lump sum) to any employee who is awarded an associate academic degree by an accredited college or university and \$1,000 (one time, lump sum) to any employee who is awarded a bachelor academic degree by an accredited

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college or university; however, this incentive pay will be paid only for associate and bachelor degrees awarded after the employee has been employed by the District for at least six months. Education incentive pay shall not apply to any employee whose current District job description requires the degree being awarded.

2. **Longevity Pay.** The District shall pay \$1,000 (one time, lump sum) to any employee who is employed by the District for 15 years. The District shall pay \$1,000 (one time, lump sum) to any employee who is employed by the District for 25 years. The payment will be made in the month following the employee's 15 year or 25 year anniversary of employment. An employee who already has been employed for 15 years or 25 years at the time of the effective date of this provision shall not be entitled to longevity pay for the prior 15 year or 25 year anniversary.

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ARTICLE IX OVERTIME

A. Definitions

1. **Overtime.** The use of overtime is discouraged. Except in emergencies, all overtime must be authorized in advance by the General Manager or his/her designee. For unit positions, any hours worked which exceed forty (40) hours per week shall be considered overtime. Unauthorized overtime worked may subject an employee to disciplinary action. The District shall designate work week or work period for FLSA purposes as necessary.
2. **Hours Worked.** Those hours during which the employee actually works for the District or during his/her normal work week is observing one of those holidays listed in Article XIII. A.1-8 of this MOU.

- B. Overtime Compensation.** Employees who have actually worked over forty (40) hours during a work week shall receive pay at one and one-half times the employee's regular rate of pay for all hours in excess of forty (40) hours. When hours worked combined with other paid time off exceeds forty (40) hours per week, the employee shall receive overtime for those hours beyond forty (40) at the employee's regular rate of pay.

ARTICLE X STANDBY DUTY AND CALL BACK

A. Standby

1. Standby duty is defined as that circumstance which requires the employee so assigned to:
 - a. Be ready to respond in a reasonable time to calls for her/his service;
 - b. Be readily available at all hours by telephone or other communication devices; and
 - c. Refrain from activities which might impair her/his assigned duties upon call.
2. Standby duty shall be assigned in writing and shall be compensated at the rate of ~~\$40~~50.00 per day of such assignment.

B. Call Back

1. **Definition.** An employee who is required by the District to return to work after the work shift or work week has ended and the employee has left the work location shall be deemed “called back” for purposes of this section.
2. **Minimum.** All employees called back shall be paid a minimum of two (2) hours at one and one-half times the employee’s regular rate or for time actually worked, whichever is greater.

ARTICLE XI VACATION LEAVE

A. Accrual. All full-time employees shall accrue vacation leave credits for each regular hour paid on the basis of the schedule below. Part-time workers who are assigned to at least twenty (20) hours per week shall also earn vacation on a pro rata basis.

B. Schedule of Accrual.

<i>Years of Continuous Service:</i>	Hours Accrued/ hour paid	Max Hours of Accrual/Year
Year 1 through Year 4	.03846	80
Year 5 through 10	.0577	120
Year 11	.0615	128
Year 12	.0654	136
Year 13	.0692	144
Year 14	.0731	152
Year 15	.0769	160
Year 16	.0808	168
Year 17	.0846	176
Year 18	.0885	184
Year 19	.0923	192
Year 20	.0962	200

- C. Payment on Separation.** Employees who separate from District service shall be paid for accrued vacation leave.
- D. Maximum Accrual.** No employee shall be allowed to carry forward from one calendar year to the next more than one hundred sixty (160) hours of accrued vacation leave (“Maximum Accrual Limit”). Once the Maximum Accrual Limit is reached, the employee shall stop accruing additional vacation leave until vacation leave is taken and accrued vacation leave is reduced below the Maximum Accrual Limit.
- E. Scheduling.** Unit employees may request vacation leave by signing up for dates with their Supervisor on the posted schedule by February 1 of each year and submitting an Employee Absence Request form. Supervisors shall only grant such requests when the District will not be adversely affected. Conflicts in requested vacation leaves shall be resolved in favor of the person with the greatest continuous length of service in his/her present classification. Persons who request vacation leave after February 1st will be limited to using open dates. All time off for vacation leave requires the approval of an Employee Absence Request form by the employee’s Supervisor. The District may direct the use of vacation leave for persons who have reached the Maximum Accrual Limit and failed to take vacation leave within a reasonable period of time thereafter.

ARTICLE XII SICK LEAVE

- A. Accrual.** All unit employees who are employed on a regular full-time or regular part-time basis shall accrue sick leave credits on the basis of .04615 hours of sick leave for each regular hour paid to a maximum of ninety-six (96) hours per year. Sick leave may accrue without limitation.
- B. Catastrophic Illness or Injury.** All accrued sick leave may be used in the event of a catastrophic illness or injury.
- C. Authorization for Usage.** Employees are authorized to use accrued sick leave only when incapacitated due to sickness, injury or when receiving necessary medical or dental service, or in the event of an illness or death in the immediate family which requires the employee's presence.
- D. Use of Sick Leave.** Sick leave must be accrued before taken or used. Up to forty-eight (48) hours per year may be used to care for sick immediate family members. A total of twenty-eight (28) hours of unscheduled personal sick leave use per year shall be considered the maximum which meets standard or better usage for performance evaluations. Consideration will be given to hospitalizations and severe illness or injuries.
- E. Scheduled Vs. Unscheduled Sick Leave.** Sick leave shall be considered "unscheduled" when the employee provides less than twenty-four (24) hours notice of their absence from work. However, in the event an employee becomes suddenly ill and that illness requires several days absence from work, the first day of related sick leave, if the employee provides less than twenty-four (24) hours notice, shall be considered "unscheduled". The subsequent and related consecutive sick leave taken shall be considered "scheduled".
- F. Evidence of Illness.** The District may require any employee who is absent due to illness or injury to be examined by the District's doctor at District's expense. At the District's discretion, satisfactory evidence of illness or injury for any period of absence may be required prior to the employees return to duty.
- The District shall have the discretion to require the employee to present a physician's certificate upon his or her return to duty stating that the employee has fully recuperated from the illness and/or injury and has no physical limitations preventing the employee from performing his or her required job responsibilities. Until such a certificate is presented, the General Manager shall have the right to disallow the employee's return to work. In such cases, the employee shall continue to use accrued sick leave, if any, and after accrued sick leave is exhausted, shall be on authorized leave of absence without pay.
- G. Sick Leave Retirement Benefit.** No employee shall be compensated directly for accrued but unused sick leave upon termination of employment; however, accrued sick leave may be converted to time worked for the purposes of retirement under the District's contract with PERS.

ARTICLE XIII HOLIDAYS

- A. Paid Holidays for Regular Full-Time and Regular Part-Time Employees.** The following shall be paid holidays for eligible employees:
1. New Year's Day
 2. President's Day (3rd Monday in February)
 3. Memorial Day (last Monday in May)
 4. Independence Day (July 4th)

5. Labor Day (1st Monday in September)
6. Thanksgiving Day (4th Thursday in November)
7. Day after Thanksgiving
8. Christmas Day
9. Four personal holidays (see below)

- B. Holiday Observance.** For employees regularly assigned to a five-day Monday through Friday work schedule recognized holidays which fall on a Saturday will be observed on a Friday; those falling on a Sunday will be observed on Monday. For all other employees, holidays will be observed on the actual declared holiday.
- C. Holiday Pay.** Eligible employees will receive holiday pay for up to eight (8) hours for each holiday.
- D. Holidays Worked.** If an employee is required to work on an observed holiday, the employee shall receive holiday pay plus time and one-half for any hours worked on that holiday.
- E. Personal Holidays.** Upon prior approval of his or her supervisor, a regular full-time or regular part-time employee who has completed the initial probationary period may take four (4) personal holidays with pay per calendar year. The employee must give his or her supervisor at least two (2) weeks advance notice and receive authorization before taking the personal holiday.
- F. Part-time Employees.** Regular part-time employees shall accrue and be paid for holidays in the same proportion as his or her working hours bear to the normal working hours of a full-time employee in a comparable position.

ARTICLE XIV LEAVE OF ABSENCE WITHOUT PAY (LWOP)

- A. Eligibility.** Leave without pay may be granted to an employee who desires to return therefrom to District service and does not have vacation leave available.
- B. Short-term LWOP.** Leave without pay of less than thirty (30) consecutive days may be granted by the General Manager.
- C. Long-term LWOP.** Leave without pay for more than thirty (30) consecutive days may be granted by the Board of Directors. If granted, the employee shall retain his/her status as an employee at the pay step, leave and benefits accrued prior to the leave. However, no additional leave shall accrue nor shall the District provide any pay or benefits during the period of the leave. Anyone failing to return from leave on the first working day after the end of his/her leave and who has failed to receive permission for a finite time extension from the General Manager by that time, will be deemed to have abandoned his/her position and voluntarily resigned.

ARTICLE XV MISCELLANEOUS PROVISIONS

- A. Patrol Officer Equipment.** All newly-hired Patrol Officers shall be provided with the following items of safety equipment:
- a. Bianchi Accumold Nylon Gear (or similar)
 1. Duty Belt
 2. Handgun Holster
 3. Double Cuff Case
 4. Double Magazine Case
 5. Pepper Spray Case

6. Baton Holder
7. Belt Keepers (4)
8. Flashlight Holder
9. Radio Holder
10. Handcuffs
11. Pepper Spray
12. Baton (ASP)

The above items shall remain the property of the District and shall be returned by the employee upon leaving employment.

- B. Boots.** Effective January 1, 2015 uniform/safety boots will be provided as follows:
1. All represented employees in the Utility Worker classifications shall receive reimbursement for safety boots not to exceed two (2) times per calendar year, at a maximum of \$150 per pair.
 2. All represented employees in the Plant Operator classifications shall receive reimbursement for safety boots not to exceed one (1) time per calendar year, at a maximum of \$150 per pair.
 3. All represented employees in the Patrol Officer classification shall receive reimbursement for uniform boots not to exceed one (1) time per calendar year, at a maximum of \$100 per pair. The District will increase the uniform allowance for Patrol Officers from two (2) to three (3) uniforms per year.
 4. All represented employees in the Gate Officer classification shall receive reimbursement for uniform boots not to exceed one (1) time per calendar year, at a maximum of \$100 per pair.

ARTICLE XVI GRIEVANCE PROCEDURE

A. Definitions.

1. **Grievance.** A grievance is a claimed violation, misapplication, or misinterpretation of a specific provision of this Agreement which adversely affects the grievant. The exercise or lack of exercise of District Rights (Article IV.) shall not be subject to the grievance procedure. The grievance procedure shall not be used for (a) the resolution of any complaint concerning any disciplinary action; (b) the resolution of any complaint concerning any aspect of the performance evaluation process; or (c) the resolution of any complaint relating to any concerted refusal to work.
2. **Grievant.** A grievant is an employee in the unit who is filing a grievance as defined above. Grievances that affect more than one employee in a substantially similar manner may be consolidated at the discretion of the District.
3. **Day.** Unless otherwise defined, for the purposes of this Article XVI, "day" shall mean a working day in which the District's main administrative office is open for business.

B. Process

1. **Informal Resolution.** When an employee has a complaint, the employee shall first informally discuss the matter with the employee's immediate supervisor within ten (10) days from the date of the incident or decision generating the

grievance. If, after a discussion with the immediate supervisor, the complaint has not been satisfactorily resolved, the employee shall have the right within five (5) days to discuss the complaint informally with the supervisor's immediate superior. If, after such a discussion, the complaint has not been satisfactorily resolved, the employee shall have the right to file a formal grievance.

2. **Formal Levels.**

Level 1: If a grievant is not satisfied with the resolution proposed at the informal level, he/she may, within five (5) days of the informal discussion, file a formal written grievance with his/her Department Head containing a statement describing the grievance, the section of this Agreement allegedly violated, and remedy requested. The Department Head (or designee) shall, within five (5) days have a meeting with the grievant and within ten (10) days thereafter give a written decision to the grievant.

Level 2: If the grievant is not satisfied with the written decision from the Department Head, the grievant may, within five (5) days from the receipt of such decision, file a written appeal to the General Manager. Within ten (10) days of receipt of the written appeal, the General Manager or his/her designee, shall investigate the grievance which may include meeting with the concerned parties. Within ten (10) days after the completion of the investigation, the General Manager shall give a written decision to the grievant.

Level 3: If the grievant is not satisfied with the written decision from the General Manager, the grievant may, within five (5) days from the receipt of such decision, file a written appeal to the District Board of Directors. In closed session, the Board shall review the grievance and shall have the option of granting the grievance or denying the grievance. The Board's action shall be final and binding. Its action shall be reported to District Management, the Grievant, and the Union.

C. **General Provisions**

1. If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized.
2. If a supervisor or manager fails to respond with a decision within the given time period, the grievant may appeal his/her grievance to the next higher level as if a negative response had been received on the final day for the decision.
3. The grievant may be represented by a person of his/her choice at any formal level of this procedure.
4. Time limits and formal levels may be waived by mutual written consent of the parties.
5. Proof of service shall be accomplished by certified mail or personal service.

ARTICLE XVII DISCIPLINARY ACTION

- A. **Basis for Disciplinary Action.** The tenure and status of every unit employee is conditioned on reasonable standards of personal conduct and job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action. Disciplinary action may, in addition to the causes set forth in the Personnel Manual, be based upon any of the following grounds: failure to fully perform required duties, abuse of employer policies or rules,

unexcused absences, misuse or abuse of District property or equipment, and commission of other acts which are incompatible with service to the public.

- B. Types of Discipline.** Three types of discipline are recognized for purposes of applying one of the procedures under this article, they are:
1. **Written Reprimands:** A reprimand, the details of which are committed to writing and placed in the employee's personnel file;
 2. **Short Suspensions:** Suspensions without pay for periods up to and including three (3) working days; and
 3. **Severe Disciplinary Action:** Suspensions without pay of four (4) days or longer, demotion, reduction in compensation, or discharge.
- C. Day.** Unless otherwise defined, for the purposes of this Article, "day" shall mean a day in which the District's main administrative office is open for business.
- D. Appeal from a Written Reprimand.** An employee receiving a written reprimand may, within five (5) days, appeal such action to the Department Head (or his designee) in writing or by personal interview. Within five (5) days thereafter, the Department Head (or his designee) shall respond to the employee in writing by either granting or denying the appeal. Such response shall be final.
- E. Appeal from a Short Suspension.** An employee receiving a suspension without pay of one (1) through three (3) working days, shall be afforded the opportunity to clear him/herself through the Formal Levels of the Grievance Procedure (Article XVI B.2.) within five (5) days of the alleged incident or receipt of Notice of the Proposed Disciplinary Action, whichever is later.
- F. Appeal from a Severe Disciplinary Action.** An employee receiving a proposed suspension of four (4) working days or longer, demotion to an established classification with a lower maximum salary range, reduction in compensation, or discharge shall be notified of the charges and have the opportunities to appeal as described below:
1. **Notice.** The employee shall be advised in writing of proposed disciplinary action when such action is to result in demotion, suspension without pay, reduction in compensation or discharge. The written statement shall contain:
 - a. A description of the events which necessitated the proposed severe disciplinary action;
 - b. A statement of the charges;
 - c. A statement of the proposed disciplinary action;
 - d. Notification that the employee may review or make copies of available materials leading to the suspension;
 - e. A statement of the employee's right to representation; and
 - f. The right of the employee to meet with the designated management representative or to submit in writing his/her response to the proposed action at a given time and place.
 2. **Employee's Response.** An employee's opportunity to respond to the designated management representative is not intended to be an adversarial hearing. However, the employee may present witnesses in support of his/her opposition to the proposed demotion, suspension, reduction in compensation, or discharge. The employee may be accompanied and represented by a person of his choice during this procedure. The limited nature of this response does

not prevent management's representative from initiating further investigation if the employee's version of the facts raises doubts as to the accuracy of the supervisor's information leading to the proposed discipline.

3. **Management Representative's Decision.** Following a review of a proposed disciplinary action by the designated management representative, the latter shall cause to be served on the employee affected, by certified mail or personal delivery, a statement signed by him/her indicating, if applicable, the management representative's decision based on the employee's response and, if the proposed action is to be implemented, the specific charges against the employee and the effective date of the action.
 - a. This statement shall clearly inform the employee that he/she through the Union has the right, within five (5) days after receipt of this notice, to request in writing an appeal hearing before a hearing officer to contest the action of the management representative. The request must be filed by the Union with the District's General Manager.
 - b. If, within the five (5) day appeal period the Union does not file said appeal, the action of the management representative shall be considered conclusive.
4. **Appeal from Management Representative's Determination.** If, within the five-day appeal period, the Union files such notice of appeal by giving to the General Manager written notice of appeal, then a time for an appeal hearing before a Hearing Officer shall be established which shall not be less than ten (10) days, nor more than sixty (60) days from the date of the filing of the appeal. All interested parties shall be notified in writing of the date, time, and place of the hearing, at least five (5) days prior to the hearing.
 - a. The Hearing Officer shall be selected by requesting a list of nine (9) labor arbitrators from the California Mediation and Conciliation Service and follow that organization's selection procedure.
 - b. All hearings shall be conducted in private.
 - c. The hearing shall be conducted in a manner most conducive to determination of the truth.
 - d. Each party shall have the right to be represented by counsel or other person of his/her choice; to call and examine witnesses on any matter relevant to the issues; introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though such matter was not covered on direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the respondent does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination. Every witness shall declare by oath or affirmation that he/she will testify truthfully.
 - e. The Hearing Officer shall determine whether to sustain, reject, or modify the action demoting, suspending, reducing compensation, or discharging the employee.

- f. Mutually incurred costs for the Hearing Officer Procedure shall be divided equally between the District and the Union.
- g. The jurisdiction and authority of the Hearing Officer and his/her opinion and award shall be confined exclusively to deciding properly filed, timely appeals from Severe Disciplinary Action as defined above. He/she shall have no authority to hear or decide issues of procedural or substantive arbitrability; to add to or detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure. The Hearing Officer shall not hear or decide more than one (1) appeal at the same time without the mutual consent of the District or the Union.
- h. The written award of the Hearing Officer on the merits of any appeal adjudicated within his/her jurisdiction and authority shall be final and binding on the employee, the Union, and the District.

G. Exclusive Procedure. This procedure shall be the exclusive procedure available to unit employees for disciplinary appeals.

ARTICLE XVIII NO STRIKES OR LOCKOUTS

A. No Strikes.

During the term of this Agreement, neither the Union nor its agents, nor any employee, individually or collectively, shall call, sanction, support, or participate in any strike, work stoppage, picketing, sit-down, sickout, slowdown, or any refusal to enter the Employer's premises, or any other interference with any of the Employer's services of operations, or with the movement or transportation of persons or goods to or from the Employer's premises.

The prohibitions of this Section shall apply whether or not (i) the dispute giving rise to the prohibited conduct is subject to any dispute resolution procedure provided under this Agreement; (ii) such conduct is in support of or in sympathy with a work stoppage or picketing conducted by the Union, any other labor organization, or any other group of employees; or (iii) such conduct is for any other reason, including but not limited to protest of an alleged violation of any state or federal law, political protest, civil rights protest, consumer protest, or environmental protest.

If any conduct prohibited by this Section occurs, the Union shall immediately make every reasonable effort to terminate such conduct. If the Union makes such effort to terminate, and does not in any way encourage any of the activities prohibited by this Section which were not instigated by the Union or its staff, the Union will not be liable for damages to the Employer caused by such activities.

The District will not lock out unit employees during the term of this Agreement with the intention of initiating a labor dispute.

B. Discipline.

Any employee who participates in any activity prohibited by Section A of this Article shall be subject to discharge or such less discipline as the Employer in its sole discretion shall determine without recourse to the grievance procedure; provided, however, that the employer shall have recourse to the grievance procedure as the sole question of whether or not the employee participated in any of such prohibited activities. If such participation occurred, the discharge or discipline imposed by the Employer cannot be altered by the person hearing the grievance.

C. Remedies for Breach.

The Employer and the Union shall be entitled to see all appropriate remedies, including but not limited to injunctive relief and damages, if Section A of this Article is violated, without prior resort to any dispute resolution procedure provided under this Agreement, and whether or not the dispute giving rise to the conduct which violates such Section is subject to such procedures.

ARTICLE XIX FULL UNDERSTANDING, MODIFICATION, AND WAIVER

A. Full Understanding

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and all other topics subject to bargaining, and therefore any other prior or existing understanding or Agreement by the parties, whether formal or informal, written or unwritten, regarding such matters is hereby superseded or terminated in their entirety.

B. No Interim Bargaining.

It is agreed and understood that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, except as provided by law, the right and opportunity to make demands and proposals or counter-proposals with respect to any matter subject to bargaining and that the understandings and agreements arrived at after the exercise of that right are set forth in this Agreement.

The parties agree, therefore, that except for changes from time to time in the District's Personnel Rules having to do with wages, benefits, and terms and conditions of employment which are within the scope of bargaining or as noted below in Article XX, Term, the other shall not be required to negotiate with respect to any subject or matter, whether referred to or not in this Agreement.

C. Modification.

Any agreement, alteration, understanding, waiver or modification of any of the terms or provisions contained in this Agreement shall not be binding on the parties unless made or signed in writing by all of the parties to this Agreement, and if required, approved, and implemented by the District's Board of Directors.

D. Waiver.

The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions. Regarding matters not covered by this Agreement, the Union agrees that it has specifically waived any further right to bargain during the term of this Agreement on any subject discussed in bargaining or listed in the District Rights Clause.

E. Status of Memorandum of Understanding.

This Memorandum of Understanding shall supersede any documents unilaterally adopted by the District where conflict exists regarding a subject covered herein.

ARTICLE XX SAVINGS PROVISION

If any provision(s) of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision(s) will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE XXI TERM OF AGREEMENT

- A. **Term.** The District and the Union agree that the term of this Agreement shall commence on January 1, ~~2015-2018~~ and expire in its entirety at midnight on December 31, ~~2017~~2020.
- B. **Reopener.** Either party may reopen this Agreement during the month of September ~~2017-2020~~ by sending to the other a written notice exercising this option to negotiate a successor agreement.
- C. **Effective Date of Changes.** Unless otherwise noted herein, any changes caused by the approval of this Agreement shall be prospective and implemented as of the first of the payroll period immediately succeeding the later of January 1, ~~2015-2018~~ or its formal adoption by the Board of Directors.

DRAFT

In acknowledgement of Agreement to this Memorandum of Understanding by the representatives of the parties, they have affixed their signatures below.

FOR THE DISTRICT:

Darlene Gillum, Mark Martin, Chief Negotiator
Chief Negotiator
Chief Negotiator / General Manager

FOR THE UNION:

Darren Semore, Gregory Ramirez

Sean Montgomery, Team Member

Michael Scarzella, Tom Coyle, Team Member

Russ Burns, Business Manager

Dan Redding, President

Pete Figueirido, Vice President

Jim Sullivan, Recording Corresponding Secretary

Steve Ingersoll, Financial Secretary

Justin Diston, Treasurer

Rick Davis, Tim Neep, Director of Public Employees

Date

Date

Approved by the Rancho Murieta Community Services District Board of Directors.

Gerald Pasek, Mark Pecotich, Board President

Date

MEMORANDUM OF UNDERSTANDING

between the

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

and the

INTERNATIONAL UNION OF OPERATING ENGINEERS
UNION LOCAL NO. 3, AFL-CIO

General Unit

January 1, 2018 to December 31, 2020

TABLE OF CONTENTS

ARTICLE I	PARTIES.....	3
ARTICLE II	AUTHORIZED AGENTS.....	3
ARTICLE III	RECOGNITION	3
ARTICLE IV	DISTRICT RIGHTS AND RESPONSIBILITIES	3
ARTICLE V	UNION RIGHTS	4
ARTICLE VI	PROBATIONARY PERIOD	5
ARTICLE VII	HOURS	5
ARTICLE VIII	COMPENSATION AND BENEFITS.....	6
ARTICLE IX	OVERTIME	8
ARTICLE X	STANDBY DUTY AND CALL BACK	9
ARTICLE XI	VACATION LEAVE	9
ARTICLE XII	SICK LEAVE	10
ARTICLE XIII	HOLIDAYS.....	11
ARTICLE XIV	LEAVE OF ABSENCE WITHOUT PAY (LWOP)	11
ARTICLE XV	MISCELLANEOUS PROVISIONS	12
ARTICLE XVII	DISCIPLINARY ACTION	14
ARTICLE XVIII	NO STRIKES OR LOCKOUTS	16
ARTICLE XIX	FULL UNDERSTANDING, MODIFICATION, AND WAIVER.....	17
ARTICLE XX	SAVINGS PROVISION	18
ARTICLE XXI	TERM OF AGREEMENT	18

2018-2020 Memorandum of Understanding
between the
RANCHO MURIETA COMMUNITY SERVICES DISTRICT
and the
INTERNATIONAL UNION OF OPERATING ENGINEERS UNION LOCAL NO. 3, AFL-CIO

GENERAL UNIT

ARTICLE I PARTIES

This Agreement is entered into April 24, 2018 by and between the Rancho Murieta Community Services District (hereinafter referred to as “Employer” or “District”) and the International Union of Operating Engineers Union Local No. 3, AFL-CIO (hereinafter referred to as “Union”).

Unless otherwise defined, all references to “days” shall mean calendar days.

ARTICLE II AUTHORIZED AGENTS

For the purpose of administering the terms and provision of this Agreement the following agents or his/her designee has been identified:

- A. District’s principal authorized agent shall be:
 - General Manager
 - Rancho Murieta Community Services District
 - P.O. Box 1050
 - Rancho Murieta, CA 95683
- B. Union’s principal authorized agent shall be:
 - Business Representative
 - Operating Engineers Union Local No. 3, AFL-CIO
 - 1916 North Broadway
 - Stockton, CA 95205

ARTICLE III RECOGNITION

The Employer recognizes the Union as the sole collective bargaining agent for all regular full-time and part-time employees (over 20 hours/week) in the General Unit of the Rancho Murieta Community Services District, excluding all management, supervisory, confidential, and independent contractor employees. See Attachment A for a list of classifications covered by this Agreement.

ARTICLE IV DISTRICT RIGHTS AND RESPONSIBILITIES

District retains all of its lawful rights, powers and authority, except as expressly limited by specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers and authority of the District, include, but are not limited to the following: to manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities, and operations; to create, change, combine or eliminate budgeted positions, policies, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force

and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees; to determine the content of job classifications; to set standards of service, determine the procedures and standards of selection for employment and promotion; direct its employees to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to require employees to undergo testing for drugs and alcohol; to determine the type and scope of work to be performed by District employees and the services to be provided; to classify positions; to establish initial salaries of new classifications after notification of the Union; to determine the methods, processes, means and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

ARTICLE V UNION RIGHTS

- A. Union Access.** Union staff members shall be allowed to contact employees on District facilities or job sites before and after working hours and during duty-free unpaid work hours. The use of email to set up and confirm meetings is allowed. Union staff members shall have access to District facilities while representing unit members in meetings with management or for other purposes when specifically approved by District management in advance for each instance.
- B. Dues Deduction.** With signed authorization, the District will provide deductions for Union dues and Credit Union accounts.
- C. Indemnify and Defend.** The Union shall indemnify, defend, and hold the District harmless against any claim made and against any suit initiated against the District on account of check off of Union dues, premiums or Credit Union deductions.
- D. Agency Shop**
 - 1. The District and the Union recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal affirmative right of employees to refuse to form, join, and participate in employee organizations. Neither party shall exert pressure upon or discriminate against an employee in the exercise of these alternative rights.
 - 2. Accordingly, membership in the Union shall not be compulsory. A unit member has the right to choose either: to become a member of the Union; or to pay to the Union a fee for representation services; or to refrain from either of the above courses of action upon the grounds set forth in Section (6) below.
 - 3. A bargaining unit member who does not fall within one of the exempted categories as set forth in Section (6) below, and who has not voluntarily made application for membership in the Union within the sixty (60) day period following the date upon which said employee has been formally hired by the District in a bargaining unit position, must as a condition of employment pay to the Union a representation fee, in exchange for representation services necessarily performed by the Union in conformance with its legally imposed duty of fair representation on behalf of said Union member who is not a member of the Union.
 - 4. In the event that a unit member doesn't become a member of the Union or pay such fee directly to the Union, the District shall begin automatic payroll deduction. There shall be no charge to the Union for such mandatory agency fee deductions.

5. The agency fee collected pursuant to Section (4) above from unit members who are not members of the Union shall be an amount equal to regular Union dues paid by Union members within the District. Agency fee payers are entitled to apply to the Union for refunds of any amount paid which may be prohibited by the U.S. Constitution because such funds pay for political purposes not related to collective bargaining.
6. Any unit member shall be exempt from the requirements of Section (2) above, if such employee has a bona fide religious objection as defined by Section 3502.5 of the Government Code to the payment of any fee in support of a Union or "employee organization" as defined in Section 3540.1(d) of the Government Code.
7. Exempt unit members as defined in Section (6) above, shall, as an alternative to payment of a representation fee to the Union, pay an amount equivalent to such representation fee to:
 - a. United Way
 - b. American Cancer Society
 - c. Any charity jointly agreed to in writing by the parties.
8. Hold Harmless Provision. The Union shall hold the District harmless, and shall fully and promptly reimburse the District for any fees, costs, charges, or penalties incurred in responding to or defending against any claims, disputes, and/or challenges which are brought against the District or any of its agents or employees in connection with the interpretation, application, administration or enforcement of any Section of this Agreement pertaining to representation fees.

ARTICLE VI PROBATIONARY PERIOD

- A. Initial Probation.** Upon initial appointment, all unit employees shall serve the equivalent of twelve (12) months of full-time service as a probationary period, during which time the employee may be dismissed without cause or right of appeal.
- B. Promotional Probation.** Upon promotion to a different classification with a higher salary schedule, a unit employee shall serve the equivalent of twelve (12) months of full-time service as a probationary period, during which time the employee may be returned to his/her previous classification without cause or right of appeal provided the employee had successfully completed a probationary period in the previous class, otherwise, the employee shall be terminated from District service.
- C. Extension of Probationary Period.** Any accumulated time absent during the probationary period for a period of more than five (5) working days shall serve to extend the employee's probationary period for the total period of absence.

ARTICLE VII HOURS

- A. Work Hours.** Except in emergencies, the work week of full-time unit employees shall normally consist of five (5) days of eight (8) hours each, exclusive of a meal period. Persons who are part of 24/7 coverage may be assigned to work a straight eight-hour shift including a meal period. Each employee shall be assigned regular starting and quitting times, which shall not be changed without prior notice. Other work schedules (including 4/10) may be implemented by the District at its sole discretion upon fourteen (14) days prior notice to affected employees. Any return to the standard 5/8 schedule shall remain at the sole

discretion of the District management and may be implemented upon fourteen (14) days prior notice to the affected employees. Shift schedules for Security staff shall be posted at least fourteen (14) days in advance of the starting date of the schedule. Employees may be rescheduled within that period because of unplanned absences.

- B. Rest Periods.** When practical, employees shall be granted a ten (10) minute paid rest period during each half work shift of four (4) hours or longer. Such breaks shall not be taken within one (1) hour of the employee's starting time, quitting time, or meal break and shall not be accumulated or used to supplement meal breaks, arrive at work late or leave work early.

ARTICLE VIII COMPENSATION AND BENEFITS

A. Wages and Adjustments.

1. Effective with the pay period in which January 1, 2018 falls, a three percent (3%) salary range increase for all represented classifications.
2. Effective the pay period in which January 1, 2019 falls, a three percent (3%) salary range increase for all represented classifications.
3. Effective the pay period in which January 1, 2020 falls, a two and three-quarter percent (2.75%) salary range increase for all represented classifications.
4. PERS Contribution by Classic PERS Employees. Effective the pay period in which January 1, 2018 falls, all represented PERS Classic Employees shall continue to contribute the current seven percent (7%) Employee contribution to PERS. The District will continue to pay the Employer Contribution to PERS for each represented employee.
5. PERS Contribution by PEPRAs PERS Employees. Effective the pay period in which January 1, 2018 falls, all represented PERS PEPRAs Employees shall continue to contribute the current six and one quarter percent (6.25%) the PEPRAs PERS Employee contribution to PERS. The District will continue to pay the Employer Contribution to PERS for each represented employee.

The District reserves the right to adjust wages and wage ranges to accomplish recruitment and retention goals as determined by the Board.

1. An eligible employee shall move from one step to the next higher step within the assigned range after receiving an annual evaluation by his/her supervisor/manager that indicates the employee received an overall standard rating (at least 100 points) for that position during the previous year. An employee who is determined to have not met standards during the previous year shall not be eligible for any step increase for a period of three (3) months at which time the employee's performance shall be re-evaluated and if found to meet standard on an overall basis, shall be granted a step increase prospectively.
 2. On promotion to a higher job classification, the employee shall be placed at the step on the higher wage range that provide for at least a five percent (5%) increase in pay.
- B. Shift Differential.** The District provides a \$7.00 per shift differential for each normally assigned shift worked by an employee that covers the hours between 12:01 a.m. and 6:00 a.m.

C. Certificate Pay.

Certificate pay is capped at five percent (5%) for Represented Utility Worker and Plant Operator classifications.

1. **Additional Certificates.** Effective January 1, 2015, additional certificates for Plant Operator classifications shall be limited to Treatment Plant Operator certificates and/or collection system certificates issued by the State of California or a District-approved educational institution. Plant Operators shall be paid an additional two and one-half percent (2.5%) above base pay per additional certificate above those required by their classification level, not to exceed five percent (5%) or two additional certificates, for each month so qualified during the term of this Agreement.

Effective January 1, 2015, additional certificates for Utility Worker classifications shall be limited to distribution certificates and/or collection system certificates issued by the State of California or a District-approved educational institution. Utility Workers shall be paid an additional two and one-half percent (2.5%) above base pay per additional certificate above those required by their classification level, not to exceed five percent (5%) or two additional certificates, for each month so qualified during the term of this Agreement.

2. **Training Officer Pay.** Any Security Gate or Security Patrol Officer specifically designated by the District as a "Training Officer" shall receive an additional five percent (5%) above their base pay while training new Security employees.

D. Paid Benefits

1. **Health and Supplemental Insurances.** The District will continue to contribute eighty percent (80%) of the total cost for dental, vision, life, long term disability and health insurance (not to exceed eighty percent (80%) of the cost of the least expensive HMO plan available that year) for full-time active employees and their dependents.

The District will continue to contribute eighty percent (80%) of the cost for health insurance (not to exceed 80% of the least expensive HMO plan available that year) for full-time retired represented employees and their dependents.

2. **Opting Out of Medical Coverage.** Eligible employees opting out of medical coverage who show proof of similar coverage shall receive a flat \$350.00 per month for the period not utilizing District-sponsored medical insurance.

3. **Postretirement Health Benefits – Medical Vesting.** Upon ratification of this Agreement by unit members, postretirement health benefits provided to employees hired on or after January 1, 2016, shall be provided in accordance with Government Code Section 22893.
4. **Less than Full Time Employees.** No paid benefits are provided.
5. **Waiting Period.** Benefits eligibility shall be governed by provider contracts with the District for full-time regular employees and shall begin after satisfactory completion of one (1) month of the probationary period.

E. Incentive Pay

1. **Education Incentive Pay.** The District shall pay \$500 (one time, lump sum) to any employee who is awarded an associate academic degree by an accredited college or university and \$1,000 (one time, lump sum) to any employee who is awarded a bachelor academic degree by an accredited college or university; however, this incentive pay will be paid only for associate and bachelor degrees awarded after the employee has been employed by the District for at least six months. Education incentive pay shall not apply to any employee whose current District job description requires the degree being awarded.
2. **Longevity Pay.** The District shall pay \$1,000 (one time, lump sum) to any employee who is employed by the District for 15 years. The District shall pay \$1,000 (one time, lump sum) to any employee who is employed by the District for 25 years. The payment will be made in the month following the employee's 15 year or 25 year anniversary of employment. An employee who already has been employed for 15 years or 25 years at the time of the effective date of this provision shall not be entitled to longevity pay for the prior 15 year or 25 year anniversary.

ARTICLE IX OVERTIME

A. Definitions

1. **Overtime.** The use of overtime is discouraged. Except in emergencies, all overtime must be authorized in advance by the General Manager or his/her designee. For unit positions, any hours worked which exceed forty (40) hours per week shall be considered overtime. Unauthorized overtime worked may subject an employee to disciplinary action. The District shall designate work week or work period for FLSA purposes as necessary.
2. **Hours Worked.** Those hours during which the employee actually works for the District or during his/her normal work week is observing one of those holidays listed in Article XIII. A.1-8 of this MOU.

- B. Overtime Compensation.** Employees who have actually worked over forty (40) hours during a work week shall receive pay at one and one-half times the employee's regular rate of pay for all hours in excess of forty (40) hours. When hours worked combined with other paid

time off exceeds forty (40) hours per week, the employee shall receive overtime for those hours beyond forty (40) at the employee's regular rate of pay.

ARTICLE X STANDBY DUTY AND CALL BACK

A. Standby

1. Standby duty is defined as that circumstance which requires the employee so assigned to:
 - a. Be ready to respond in a reasonable time to calls for her/his service;
 - b. Be readily available at all hours by telephone or other communication devices; and
 - c. Refrain from activities which might impair her/his assigned duties upon call.
2. Standby duty shall be assigned in writing and shall be compensated at the rate of \$50.00 per day of such assignment.

B. Call Back

1. **Definition.** An employee who is required by the District to return to work after the work shift or work week has ended and the employee has left the work location shall be deemed "called back" for purposes of this section.
2. **Minimum.** All employees called back shall be paid a minimum of two (2) hours at one and one-half times the employee's regular rate or for time actually worked, whichever is greater.

ARTICLE XI VACATION LEAVE

A. Accrual. All full-time employees shall accrue vacation leave credits for each regular hour paid on the basis of the schedule below. Part-time workers who are assigned to at least twenty (20) hours per week shall also earn vacation on a pro rata basis.

B. Schedule of Accrual.

<i>Years of Continuous Service:</i>	Hours Accrued/ hour paid	Max Hours of Accrual/Year
Year 1 through Year 4	.03846	80
Year 5 through 10	.0577	120
Year 11	.0615	128
Year 12	.0654	136
Year 13	.0692	144
Year 14	.0731	152
Year 15	.0769	160
Year 16	.0808	168
Year 17	.0846	176
Year 18	.0885	184
Year 19	.0923	192
Year 20	.0962	200

C. Payment on Separation. Employees who separate from District service shall be paid for accrued vacation leave.

- D. **Maximum Accrual.** No employee shall be allowed to carry forward from one calendar year to the next more than one hundred sixty (160) hours of accrued vacation leave ("Maximum Accrual Limit"). Once the Maximum Accrual Limit is reached, the employee shall stop accruing additional vacation leave until vacation leave is taken and accrued vacation leave is reduced below the Maximum Accrual Limit.
- E. **Scheduling.** Unit employees may request vacation leave by signing up for dates with their Supervisor on the posted schedule by February 1 of each year and submitting an Employee Absence Request form. Supervisors shall only grant such requests when the District will not be adversely affected. Conflicts in requested vacation leaves shall be resolved in favor of the person with the greatest continuous length of service in his/her present classification. Persons who request vacation leave after February 1st will be limited to using open dates. All time off for vacation leave requires the approval of an Employee Absence Request form by the employee's Supervisor. The District may direct the use of vacation leave for persons who have reached the Maximum Accrual Limit and failed to take vacation leave within a reasonable period of time thereafter.

ARTICLE XII SICK LEAVE

- A. **Accrual.** All unit employees who are employed on a regular full-time or regular part-time basis shall accrue sick leave credits on the basis of .04615 hours of sick leave for each regular hour paid to a maximum of ninety-six (96) hours per year. Sick leave may accrue without limitation.
- B. **Catastrophic Illness or Injury.** All accrued sick leave may be used in the event of a catastrophic illness or injury.
- C. **Authorization for Usage.** Employees are authorized to use accrued sick leave only when incapacitated due to sickness, injury or when receiving necessary medical or dental service, or in the event of an illness or death in the immediate family which requires the employee's presence.
- D. **Use of Sick Leave.** Sick leave must be accrued before taken or used. Up to forty-eight (48) hours per year may be used to care for sick immediate family members. A total of twenty-eight (28) hours of unscheduled personal sick leave use per year shall be considered the maximum which meets standard or better usage for performance evaluations. Consideration will be given to hospitalizations and severe illness or injuries.
- E. **Scheduled Vs. Unscheduled Sick Leave.** Sick leave shall be considered "unscheduled" when the employee provides less than twenty-four (24) hours notice of their absence from work. However, in the event an employee becomes suddenly ill and that illness requires several days absence from work, the first day of related sick leave, if the employee provides less than twenty-four (24) hours notice, shall be considered "unscheduled". The subsequent and related consecutive sick leave taken shall be considered "scheduled".
- F. **Evidence of Illness.** The District may require any employee who is absent due to illness or injury to be examined by the District's doctor at District's expense. At the District's discretion, satisfactory evidence of illness or injury for any period of absence may be required prior to the employees return to duty.

The District shall have the discretion to require the employee to present a physician's certificate upon his or her return to duty stating that the employee has fully recuperated from the illness and/or injury and has no physical limitations preventing the employee from

performing his or her required job responsibilities. Until such a certificate is presented, the General Manager shall have the right to disallow the employee's return to work. In such cases, the employee shall continue to use accrued sick leave, if any, and after accrued sick leave is exhausted, shall be on authorized leave of absence without pay.

- G. Sick Leave Retirement Benefit.** No employee shall be compensated directly for accrued but unused sick leave upon termination of employment; however, accrued sick leave may be converted to time worked for the purposes of retirement under the District's contract with PERS.

ARTICLE XIII HOLIDAYS

- A. Paid Holidays for Regular Full-Time and Regular Part-Time Employees.** The following shall be paid holidays for eligible employees:
 1. New Year's Day
 2. President's Day (3rd Monday in February)
 3. Memorial Day (last Monday in May)
 4. Independence Day (July 4th)
 5. Labor Day (1st Monday in September)
 6. Thanksgiving Day (4th Thursday in November)
 7. Day after Thanksgiving
 8. Christmas Day
 9. Four personal holidays (see below)
- B. Holiday Observance.** For employees regularly assigned to a five-day Monday through Friday work schedule recognized holidays which fall on a Saturday will be observed on a Friday; those falling on a Sunday will be observed on Monday. For all other employees, holidays will be observed on the actual declared holiday.
- C. Holiday Pay.** Eligible employees will receive holiday pay for up to eight (8) hours for each holiday.
- D. Holidays Worked.** If an employee is required to work on an observed holiday, the employee shall receive holiday pay plus time and one-half for any hours worked on that holiday.
- E. Personal Holidays.** Upon prior approval of his or her supervisor, a regular full-time or regular part-time employee who has completed the initial probationary period may take four (4) personal holidays with pay per calendar year. The employee must give his or her supervisor at least two (2) weeks advance notice and receive authorization before taking the personal holiday.
- F. Part-time Employees.** Regular part-time employees shall accrue and be paid for holidays in the same proportion as his or her working hours bear to the normal working hours of a full-time employee in a comparable position.

ARTICLE XIV LEAVE OF ABSENCE WITHOUT PAY (LWOP)

- A. Eligibility.** Leave without pay may be granted to an employee who desires to return therefrom to District service and does not have vacation leave available.
- B. Short-term LWOP.** Leave without pay of less than thirty (30) consecutive days may be granted by the General Manager.
- C. Long-term LWOP.** Leave without pay for more than thirty (30) consecutive days may be granted by the Board of Directors. If granted, the employee shall retain his/her status as an

employee at the pay step, leave and benefits accrued prior to the leave. However, no additional leave shall accrue nor shall the District provide any pay or benefits during the period of the leave. Anyone failing to return from leave on the first working day after the end of his/her leave and who has failed to receive permission for a finite time extension from the General Manager by that time, will be deemed to have abandoned his/her position and voluntarily resigned.

ARTICLE XV MISCELLANEOUS PROVISIONS

A. Patrol Officer Equipment. All newly-hired Patrol Officers shall be provided with the following items of safety equipment:

- a. Bianchi Accumold Nylon Gear (or similar)
 1. Duty Belt
 2. Handgun Holster
 3. Double Cuff Case
 4. Double Magazine Case
 5. Pepper Spray Case
 6. Baton Holder
 7. Belt Keepers (4)
 8. Flashlight Holder
 9. Radio Holder
 10. Handcuffs
 11. Pepper Spray
 12. Baton (ASP)

The above items shall remain the property of the District and shall be returned by the employee upon leaving employment.

B. Boots. Effective January 1, 2015 uniform/safety boots will be provided as follows:

1. All represented employees in the Utility Worker classifications shall receive reimbursement for safety boots not to exceed two (2) times per calendar year, at a maximum of \$150 per pair.
2. All represented employees in the Plant Operator classifications shall receive reimbursement for safety boots not to exceed one (1) time per calendar year, at a maximum of \$150 per pair.
3. All represented employees in the Patrol Officer classification shall receive reimbursement for uniform boots not to exceed one (1) time per calendar year, at a maximum of \$100 per pair. The District will increase the uniform allowance for Patrol Officers from two (2) to three (3) uniforms per year.
4. All represented employees in the Gate Officer classification shall receive reimbursement for uniform boots not to exceed one (1) time per calendar year, at a maximum of \$100 per pair.

ARTICLE XVI GRIEVANCE PROCEDURE

A. Definitions.

1. **Grievance.** A grievance is a claimed violation, misapplication, or misinterpretation of a specific provision of this Agreement which adversely affects the grievant. The exercise or lack of exercise of District Rights (Article

IV.) shall not be subject to the grievance procedure. The grievance procedure shall not be used for (a) the resolution of any complaint concerning any disciplinary action; (b) the resolution of any complaint concerning any aspect of the performance evaluation process; or (c) the resolution of any complaint relating to any concerted refusal to work.

2. **Grievant.** A grievant is an employee in the unit who is filing a grievance as defined above. Grievances that affect more than one employee in a substantially similar manner may be consolidated at the discretion of the District.
3. **Day.** Unless otherwise defined, for the purposes of this Article XVI, "day" shall mean a working day in which the District's main administrative office is open for business.

B. Process

1. **Informal Resolution.** When an employee has a complaint, the employee shall first informally discuss the matter with the employee's immediate supervisor within ten (10) days from the date of the incident or decision generating the grievance. If, after a discussion with the immediate supervisor, the complaint has not been satisfactorily resolved, the employee shall have the right within five (5) days to discuss the complaint informally with the supervisor's immediate superior. If, after such a discussion, the complaint has not been satisfactorily resolved, the employee shall have the right to file a formal grievance.
2. **Formal Levels.**

Level 1: If a grievant is not satisfied with the resolution proposed at the informal level, he/she may, within five (5) days of the informal discussion, file a formal written grievance with his/her Department Head containing a statement describing the grievance, the section of this Agreement allegedly violated, and remedy requested. The Department Head (or designee) shall, within five (5) days have a meeting with the grievant and within ten (10) days thereafter give a written decision to the grievant.

Level 2: If the grievant is not satisfied with the written decision from the Department Head, the grievant may, within five (5) days from the receipt of such decision, file a written appeal to the General Manager. Within ten (10) days of receipt of the written appeal, the General Manager or his/her designee, shall investigate the grievance which may include meeting with the concerned parties. Within ten (10) days after the completion of the investigation, the General Manager shall give a written decision to the grievant.

Level 3: If the grievant is not satisfied with the written decision from the General Manager, the grievant may, within five (5) days from the receipt of such decision, file a written appeal to the District Board of Directors. In closed session, the Board shall review the grievance and shall have the option of granting the grievance or denying the grievance. The Board's action shall be final and binding. Its action shall be reported to District Management, the Grievant, and the Union.

C. General Provisions

1. If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized.
2. If a supervisor or manager fails to respond with a decision within the given time period, the grievant may appeal his/her grievance to the next higher level as if a negative response had been received on the final day for the decision.
3. The grievant may be represented by a person of his/her choice at any formal level of this procedure.
4. Time limits and formal levels may be waived by mutual written consent of the parties.
5. Proof of service shall be accomplished by certified mail or personal service.

ARTICLE XVII DISCIPLINARY ACTION

- A. Basis for Disciplinary Action.** The tenure and status of every unit employee is conditioned on reasonable standards of personal conduct and job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action. Disciplinary action may, in addition to the causes set forth in the Personnel Manual, be based upon any of the following grounds: failure to fully perform required duties, abuse of employer policies or rules, unexcused absences, misuse or abuse of District property or equipment, and commission of other acts which are incompatible with service to the public.
- B. Types of Discipline.** Three types of discipline are recognized for purposes of applying one of the procedures under this article, they are:
1. **Written Reprimands:** A reprimand, the details of which are committed to writing and placed in the employee's personnel file;
 2. **Short Suspensions:** Suspensions without pay for periods up to and including three (3) working days; and
 3. **Severe Disciplinary Action:** Suspensions without pay of four (4) days or longer, demotion, reduction in compensation, or discharge.
- C. Day.** Unless otherwise defined, for the purposes of this Article, "day" shall mean a day in which the District's main administrative office is open for business.
- D. Appeal from a Written Reprimand.** An employee receiving a written reprimand may, within five (5) days, appeal such action to the Department Head (or his designee) in writing or by personal interview. Within five (5) days thereafter, the Department Head (or his designee) shall respond to the employee in writing by either granting or denying the appeal. Such response shall be final.
- E. Appeal from a Short Suspension.** An employee receiving a suspension without pay of one (1) through three (3) working days, shall be afforded the opportunity to clear him/herself through the Formal Levels of the Grievance Procedure (Article XVI B.2.) within five (5) days of the alleged incident or receipt of Notice of the Proposed Disciplinary Action, whichever is later.
- F. Appeal from a Severe Disciplinary Action.** An employee receiving a proposed suspension of four (4) working days or longer, demotion to an established classification with a lower maximum salary range, reduction in compensation, or discharge shall be notified of the charges and have the opportunities to appeal as described below:

1. **Notice.** The employee shall be advised in writing of proposed disciplinary action when such action is to result in demotion, suspension without pay, reduction in compensation or discharge. The written statement shall contain:
 - a. A description of the events which necessitated the proposed severe disciplinary action;
 - b. A statement of the charges;
 - c. A statement of the proposed disciplinary action;
 - d. Notification that the employee may review or make copies of available materials leading to the suspension;
 - e. A statement of the employee's right to representation; and
 - f. The right of the employee to meet with the designated management representative or to submit in writing his/her response to the proposed action at a given time and place.
2. **Employee's Response.** An employee's opportunity to respond to the designated management representative is not intended to be an adversarial hearing. However, the employee may present witnesses in support of his/her opposition to the proposed demotion, suspension, reduction in compensation, or discharge. The employee may be accompanied and represented by a person of his choice during this procedure. The limited nature of this response does not prevent management's representative from initiating further investigation if the employee's version of the facts raises doubts as to the accuracy of the supervisor's information leading to the proposed discipline.
3. **Management Representative's Decision.** Following a review of a proposed disciplinary action by the designated management representative, the latter shall cause to be served on the employee affected, by certified mail or personal delivery, a statement signed by him/her indicating, if applicable, the management representative's decision based on the employee's response and, if the proposed action is to be implemented, the specific charges against the employee and the effective date of the action.
 - a. This statement shall clearly inform the employee that he/she through the Union has the right, within five (5) days after receipt of this notice, to request in writing an appeal hearing before a hearing officer to contest the action of the management representative. The request must be filed by the Union with the District's General Manager.
 - b. If, within the five (5) day appeal period the Union does not file said appeal, the action of the management representative shall be considered conclusive.
4. **Appeal from Management Representative's Determination.** If, within the five-day appeal period, the Union files such notice of appeal by giving to the General Manager written notice of appeal, then a time for an appeal hearing before a Hearing Officer shall be established which shall not be less than ten (10) days, nor more than sixty (60) days from the date of the filing of the appeal. All interested parties shall be notified in writing of the date, time, and place of the hearing, at least five (5) days prior to the hearing.

- a. The Hearing Officer shall be selected by requesting a list of nine (9) labor arbitrators from the California Mediation and Conciliation Service and follow that organization's selection procedure.
- b. All hearings shall be conducted in private.
- c. The hearing shall be conducted in a manner most conducive to determination of the truth.
- d. Each party shall have the right to be represented by counsel or other person of his/her choice; to call and examine witnesses on any matter relevant to the issues; introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though such matter was not covered on direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the respondent does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination. Every witness shall declare by oath or affirmation that he/she will testify truthfully.
- e. The Hearing Officer shall determine whether to sustain, reject, or modify the action demoting, suspending, reducing compensation, or discharging the employee.
- f. Mutually incurred costs for the Hearing Officer Procedure shall be divided equally between the District and the Union.
- g. The jurisdiction and authority of the Hearing Officer and his/her opinion and award shall be confined exclusively to deciding properly filed, timely appeals from Severe Disciplinary Action as defined above. He/she shall have no authority to hear or decide issues of procedural or substantive arbitrability; to add to or detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure. The Hearing Officer shall not hear or decide more than one (1) appeal at the same time without the mutual consent of the District or the Union.
- h. The written award of the Hearing Officer on the merits of any appeal adjudicated within his/her jurisdiction and authority shall be final and binding on the employee, the Union, and the District.

G. Exclusive Procedure. This procedure shall be the exclusive procedure available to unit employees for disciplinary appeals.

ARTICLE XVIII NO STRIKES OR LOCKOUTS

A. No Strikes.

During the term of this Agreement, neither the Union nor its agents, nor any employee, individually or collectively, shall call, sanction, support, or participate in any strike, work stoppage, picketing, sit-down, sickout, slowdown, or any refusal to enter the Employer's premises, or any other interference with any of the Employer's services of operations, or with the movement or transportation of persons or goods to or from the Employer's premises.

The prohibitions of this Section shall apply whether or not (i) the dispute giving rise to the prohibited conduct is subject to any dispute resolution procedure provided under this Agreement; (ii) such conduct is in support of or in sympathy with a work stoppage or picketing conducted by the Union, any other labor organization, or any other group of employees; or (iii) such conduct is for any other reason, including but not limited to protest of an alleged violation of any state or federal law, political protest, civil rights protest, consumer protest, or environmental protest.

If any conduct prohibited by this Section occurs, the Union shall immediately make every reasonable effort to terminate such conduct. If the Union makes such effort to terminate, and does not in any way encourage any of the activities prohibited by this Section which were not instigated by the Union or its staff, the Union will not be liable for damages to the Employer caused by such activities.

The District will not lock out unit employees during the term of this Agreement with the intention of initiating a labor dispute.

B. Discipline.

Any employee who participates in any activity prohibited by Section A of this Article shall be subject to discharge or such less discipline as the Employer in its sole discretion shall determine without recourse to the grievance procedure; provided, however, that the employer shall have recourse to the grievance procedure as the sole question of whether or not the employee participated in any of such prohibited activities. If such participation occurred, the discharge or discipline imposed by the Employer cannot be altered by the person hearing the grievance.

C. Remedies for Breach.

The Employer and the Union shall be entitled to see all appropriate remedies, including but not limited to injunctive relief and damages, if Section A of this Article is violated, without prior resort to any dispute resolution procedure provided under this Agreement, and whether or not the dispute giving rise to the conduct which violates such Section is subject to such procedures.

ARTICLE XIX FULL UNDERSTANDING, MODIFICATION, AND WAIVER

A. Full Understanding

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and all other topics subject to bargaining, and therefore any other prior or existing understanding or Agreement by the parties, whether formal or informal, written or unwritten, regarding such matters is hereby superseded or terminated in their entirety.

B. No Interim Bargaining.

It is agreed and understood that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, except as provided by law, the right and opportunity to make demands and proposals or counter-proposals with respect to any matter subject to bargaining and that the understandings and agreements arrived at after the exercise of that right are set forth in this Agreement.

The parties agree, therefore, that except for changes from time to time in the District's Personnel Rules having to do with wages, benefits, and terms and conditions of employment which are within the scope of bargaining or as noted below in Article XX, Term, the other shall not be required to negotiate with respect to any subject or matter, whether referred to or not in this Agreement.

C. Modification.

Any agreement, alteration, understanding, waiver or modification of any of the terms or provisions contained in this Agreement shall not be binding on the parties unless made or signed in writing by all of the parties to this Agreement, and if required, approved, and implemented by the District's Board of Directors.

D. Waiver.

The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions. Regarding matters not covered by this Agreement, the Union agrees that it has specifically waived any further right to bargain during the term of this Agreement on any subject discussed in bargaining or listed in the District Rights Clause.

E. Status of Memorandum of Understanding.

This Memorandum of Understanding shall supersede any documents unilaterally adopted by the District where conflict exists regarding a subject covered herein.

ARTICLE XX SAVINGS PROVISION

If any provision(s) of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision(s) will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE XXI TERM OF AGREEMENT

A. Term. The District and the Union agree that the term of this Agreement shall commence on January 1, 2018 and expire in its entirety at midnight on December 31, 2020.

B. Reopener. Either party may reopen this Agreement during the month of September 2020 by sending to the other a written notice exercising this option to negotiate a successor agreement.

C. Effective Date of Changes. Unless otherwise noted herein, any changes caused by the approval of this Agreement shall be prospective and implemented as of the first of the payroll period immediately succeeding the later of January 1, 2018 or its formal adoption by the Board of Directors.

In acknowledgement of Agreement to this Memorandum of Understanding by the representatives of the parties, they have affixed their signatures below.

FOR THE DISTRICT:

Mark Martin, Chief Negotiator
Chief Negotiator / General Manager

FOR THE UNION:

Darren Semore, Chief Negotiator

Sean Montgomery, Team Member

Tom Coyle, Team Member

Russ Burns, Business Manager

Dan Redding, President

Pete Figueirido, Vice President

Jim Sullivan, Recording Corresponding Secretary

Steve Ingersoll, Financial Secretary

Justin Diston, Treasurer

Tim Neep, Director of Public Employees

Date

Date

Approved by the Rancho Murieta Community Services District Board of Directors.

Mark Pecotich, Board President

Date

MEMORANDUM

Date: April 18, 2018
To: Board of Directors
From: Paul Siebensohn, Director of Field Operations
Subject: Consider Approval of Additional Costs for Culvert Crossing at Water Treatment Plant Stream Alteration Permit

RECOMMENDED ACTION

Approve an additional cost for Culvert Crossing at Water Treatment Plant- Stream Alteration Permit payment, in an amount not to exceed \$61.50. Funding to come from Water Capital Improvement Reserves.

BACKGROUND

At the March 21, 2018 Board meeting, the Board approved proceeding with step one (1) of the Culvert Crossing at Water treatment Plant - Stream Alteration Permit. The fee sheet available on the Department of Fish and Wildlife's website gave an amount of \$2,109. Apparently, that information was incorrect, per a 2018 fee update. The updated amount for the permit is \$2,170.50, a difference of \$61.50. As this is from the Water Capital Improvement Reserves, Board approval is needed in order to proceed.

This Capital Improvement Project is to upgrade a roughly built culvert crossing and access to the back of the Water Treatment Plant. The primary need for this upgrade is to allow continued chemical deliveries that are required for the new membrane treatment process. Currently, the culvert crossing consists of two (2) 30" side by side polyethylene pipes covered by compacted soil and rock that was constructed for the Water Treatment Plant Expansion Project. It functioned sufficiently for the project; however it was not anticipated to be used for on-going chemical deliveries. Although this culvert crossing is typically ephemeral, it is fed by over a 2 square mile water shed that has substantial flows during heavy periods of rainfall which overflow the makeshift roadway that was created there. Also, some chemical delivery vendors have refused to use it due to it being narrow, muddy, and not ideal for sufficient load weight support.

This project will install a 4'x6' prefabricated box culvert and roadway in phases. The first phase is to obtain the Stream Alteration Permit; the second phase is to order the box culvert; third phase is to remove the existing pipes and grade the site; fourth phase is to deliver, set, and backfill the box culvert; and the fifth phase is to develop the roadway. My target timeframe to complete this project is late summer of this year when the area should be relatively dry. The time to review and approve a project with the Department of Fish and Wildlife usually takes several months; therefore, getting the permit processed as soon as practical is critical.

MEMORANDUM

Date: April 16, 2018
To: Board of Directors
From: Paul Siebensohn, Director of Field Operations
Subject: Consider Approval of Bid for Dam Inundation Mapping and Emergency Action Plan

RECOMMENDED ACTION

Approve bid from Dominichelli & Associates, Inc., for development of a Dam Inundation Mapping and Emergency Action Plan, in an amount not to exceed \$65,906.50 which includes a ten percent (10%) contingency. Funding to come from one-fourth (¼) Sewer Replacement Reserves and three-fourths (¾) from Water Replacement Reserves.

BACKGROUND

California passed a new law requiring that that Dam owners provide flood inundation maps for their dams that have a classification of “high” by January 1, 2019 and that dams with the classification of “significant” by January 1, 2021. A dam with the classification of “low” is not required as there is no expected loss of life or property.

The District, along with other regulated dam owners, received notice from the CA Department of Safety of Dams (DSOD) stating: *Inundation maps shall prepared for dams and critical appurtenant structures regulated by the State, except dams that have classified as low hazard.* After a map is submitted and approved, a copy is submitted to the California Office of Emergency Services along with a developed Emergency Action Plan needing approval as well.

The District submitted a request to the DSOD to reclassify several of our dams briefly summarized in the table below, with final classifications listed as well with the ones we have to create Inundation Maps and Emergency Action Plans for in red font.

Name	Location (County)	ID	Height (feet)	Impound Elevation (feet)	Current Hazard Classification	Recommended Classification	Final Classification after review
Calero	Sacramento	1450-3	52'	280.0'	High	Significant	High
Chesbro	Sacramento	1450-2	76'	262.86'	Significant	Significant	Significant
Clementia	Sacramento	1450-4	27'	187.00'	High	Low	High
Granlees	Sacramento	451	12'	-	Low	Low	Low
Michigan Bar No. 1	Sacramento	1450-5	15'	163.0'	High	Low	Significant
Michigan Bar No. 2	Sacramento	1450-6	34'	166.0'	Low	Low	Low

Subsequent to my submittal, DSOD staff came out to view our dams and discuss my submittal. Their response was that only the Michigan Bar No. 1 Dam's classification would change, lowering it from “High” to “Significant.” Their correspondence notes that the classifications will once again be re-evaluated once an

inundation map is submitted. The guidelines for the DSOD hazard classifications are summarized in the following table.

Effective July 1, 2017		
Criteria for DSOD's Downstream Hazard Potential Classification		
Downstream Hazard Potential Classification	Loss of Human Life	Economic, Environmental, and Lifeline Losses
Low*	None expected	Low and principally limited to dam owner's property
Significant*	None expected	Yes
High*	Probable (One or more expected)	Yes (but not necessary for this classification)
Extremely High	Considerable	Yes – major impacts to critical infrastructure or property

*Reference FEMA P-946, July 2013, Federal Guidelines for Inundation Mapping of Flood Risks Associated with Dam Incidents and Failures

A request for proposal (RFP) was sent out and posted on March 16, 2018 to solicit proposals from qualified professional engineering firms to provide inundation maps and emergency action plans (EAPs) for four (4) dams and their critical appurtenant structures, as per Sections 6160 and 6161 of the Water Code for compliance by the California Division of Safety of Dams (DSOD). Proposal format and selection criteria were clearly stated in the request for proposal. Six (6) proposals were received within the required timeframe for submittal and then evaluated. The winning proposal was from Dominichelli & Associates, Inc. (D&A) located in Eldorado Hills, California. I followed up with reference calls which they were given glowing reviews of their service.

Summary of the scoring sheet for proposals is noted below. Dudek chose to only provide costs and delivery of requested information for two (2) of our four (4) dams, thus their score.

The guidelines for the DSOD hazard classifications are summarized in the following table:

Firm	staff (25)	Experience (25)	Schedule (10)	Cost (40)	total
WRE, Inc.	22	22	10	35	89
Stetson Engineers Inc.	24	24	10	34	92
Dudek	23	24	5	0	52
Wood (Amec Foster Wheeler)	23	25	10	35	93
GEI Consultants	25	25	10	31	91
D&A	23	22	10	40	95

MEMORANDUM

Date: April 23, 2018
To: Board of Directors
From: Eric Thompson, Controller
Subject: Draft Budget Presentation and Discussion

RECOMMENDED ACTION

None.

BACKGROUND

This will be the second presentation of the FY2018-19 budget prepared by staff.

The budget has been updated for:

- additional months of actual performance (through March 2018)
- known changes to the MOU as a result of contract negotiations with OE3
- personnel changes & new hire rates
- dam fees
- property tax estimates & allocations
- water rights renewals
- utility payroll allocation changes
- capital projects

All of these changes (and items left unchanged) will be shown and discussed during a PowerPoint presentation to the Board.

The Board is encouraged to ask questions and offer input/direction during the meeting and presentation.