



## RANCHO MURIETA COMMUNITY SERVICES DISTRICT

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

### AGENDA

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

#### REGULAR BOARD MEETING

**April 15, 2020**

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

This meeting will be held remotely in accordance with Governor Newsom Executive Order N-29-20.

See instructions on page two.

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#### BOARD MEMBERS

Les Clark	President
Randy Jenco	Vice President
Linda Butler	Director
Tim Maybee	Director
John Merchant	Director

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#### STAFF

Mark Martin	General Manager
Richard Shanahan	District General Counsel
Amelia Wilder	District Secretary
Tom Hennig	Director of Administration
Jeff Werblun	Security Chief
Paul Siebensohn	Director of Field Operations

# RANCHO MURIETA COMMUNITY SERVICES DISTRICT

April 15, 2020

## REGULAR BOARD MEETING

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

**This meeting will be held via ZOOM** video conference only pursuant to Governor Newsom Executive Order N-29-20. You can join the conference by (1) logging on to <https://zoom.us/j/839885769>, entering Meeting ID no. 839 885 769, and using the audio on your computer, or (2) dialing into 1-669-900-9128 and entering the meeting code 839 885 769. Those wishing to join with audio only can simply call the telephone number above and enter the code. Participants wishing to join the call anonymously have the option of dialing \*67 from their phone. **PLEASE NOTE – MOBILE DEVICE USERS MAY NEED TO INSTALL AN APP PRIOR TO USE AND MAC AND PC DESKTOP AND LAPTOP USES WILL REQUIRE YOU TO RUN A ZOOM INSTALLER APPLICATION – PLEASE FOLLOW DIRECTIONS AS PROVIDED BY ZOOM. IT IS RECOMMENDED YOU ATTEMPT TO LOGIN AT LEAST 5 MINUTES BEFORE THE START OF THE MEETING.**

## AGENDA

TIME	ESTIMATED RUNNING
<b>1. CALL TO ORDER</b> - Determination of Quorum – President Clark <b>(Roll Call)</b>	5:00

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

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

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

### **3. CLOSED SESSION**

*Conference with legal counsel for existing litigation (Government Code section 54956.9(d)(1)) – G. Ansari v. Rancho Murieta Community Services District.*

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

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

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

**A.** Approval of Board Meeting and Committee Meeting Minutes

1. *March 18, 2020 Regular Board Meeting Minutes*

2. *March 26, 2020 Special Board Meeting Minutes*

3. *April 2, 2020 Communications and Technology Committee Meeting Minutes*

4. *April 2, 2020 Security Committee Meeting Minutes*

5. *April 7, 2020 Improvements Committee Meeting Minutes*

6. *April 7, 2020 Finance Committee Meeting Minutes*

**B.** Approval of Bills Paid Listing

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

**A.** General Manager's Report

**B.** Administration/Financial Report

**C.** Security Report

**D.** Utilities Report

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

**8. EMPLOYEE ANNOUNCEMENTS, PROMOTIONS, COMMENDATIONS, AND KUDOS**

**9. REVIEW DISTRICT MEETING DATES/TIMES FOR MAY 2020**

**A.** Personnel – May 5, 2020 at 7:30 a.m.

**B.** Improvements – May 5, 2020 at 8:00 a.m.

**C.** Finance – May 5, 2020 at 10:00 a.m.

**D.** Communications – May 7, 2020 at 8:30 a.m.

**E.** Security – May 7, 2020 at 10:00 a.m.

**F.** Regular Board Meeting – May 20, 2020 - Open Session at 5:00 p.m.

**10. CORRESPONDENCE**

**A.** Correspondence from Richard Gehrs

**B.** Correspondence from Jerry Pasek

**C.** Correspondence from John Seigal

**11. COMMENTS FROM THE PUBLIC**

*Members of the public may comment on any item of interest within the subject matter jurisdiction of the District and any item specifically agendaized. Members of the public wishing to address a specific agendaized item are encouraged to offer their public comment during consideration of that item. With certain exceptions, the Board may not discuss or take action on items that are not on the agenda.*

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

- 12. COST ALLOCATION PLAN REPORT AND PRESENTATION** (Discussion/Action)
- 13. REVIEW SECURITY DEPARTMENT'S ANNUAL REPORT** (Discussion/Action)
- 14. REVIEW CAL-WASTE REQUEST FOR DISTRICT SUPPORT OF PROPOSED STATE EMERGENCY FUNDING RELATED TO COVID-19 FINANCIAL IMPACTS TO SOLID WASTE RECOVERY COMPANIES** (Discussion/Action) **(Motion) (Roll Call Vote)** (5 min.)
- 15. CONSIDER ADOPTION OF RESOLUTION R2020-02 ACCEPTING TWO GRANTS OF EASEMENT FROM MURIETA MARKETPLACE, LLC** (Discussion/Action) **(Motion) (Roll Call Vote)** (10 min.)
- 16. CONSIDER APPROVAL OF 6B SEWER LIFT STATION PLC REPLACEMENT** (Discussion/Action) **(Motion) (Roll Call Vote)** (5 min.)
- 17. CONSIDER APPROVAL OF WEST DAF ELECTRICAL PANEL REPLACEMENT** (Discussion/Action) **(Motion) (Roll Call Vote)** (5 min.)
- 18. CONSIDER APPROVAL OF ADDITIONAL FUNDING TO DOMINICHELLI & ASSOCIATES FOR DAM EMERGENCY ACTION PLANS** (Discussion/Action) **(Motion) (Roll Call Vote)** (5 min.)
- 19. RECEIVE LAFCO MUNICIPAL SERVICES REVIEW (MSR)** (Receive and File)
- 20. PROPOSED AD HOC COMMITTEE FOR RESERVOIR SIGNAGE** (Discussion/Action) **(Motion) (Roll Call Vote)**
- 21. CONSIDER ADOPTION OF ORDINANCE 2020-01 AMENDING DISTRICT CODE CHAPTER 21 (SECURITY SERVICES) REGARDING UPDATES AND REVISIONS TO VARIOUS PROVISIONS** (Discussion/Action) **(Motion) (Roll Call Vote)**
- 22. DISCUSS POTENTIAL APPROACHES TO COVID-19 FINANCIAL RELIEF TO RATEPAYERS VIA PROPOSED FY 2020-21 BUDGET ADJUSTMENTS** (Discussion)

### **23. 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.*

## 24. ADJOURNMENT (Motion)

"In accordance with California Government Code Section 54957.5, any writing or document that is a public record, relates to an open session agenda item and is distributed less than 24 hours prior to a special meeting, will be made available for public inspection in the District offices during normal business hours. If, however, the document is not distributed until the regular meeting to which it relates, then the document or writing will be made available to the public at the location of the meeting."

In compliance with the Americans with Disabilities Act and Executive Order No. N-29-20, if you are an individual with a disability and you need a disability-related modification or accommodation to participate in this meeting or need assistance to participate in this teleconference meeting, please contact the District Office at 916-354-3700 or [awilder@rmcsd.com](mailto:awilder@rmcsd.com). Requests must be made as soon as possible.

Note: This agenda is posted pursuant to the provisions of the Government Code commencing at Section 54950. The date of this posting is April 10, 2020. 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 MINUTES**

March 18, 2020

Call to Order/Closed Session 3:30 p.m. and Open Session 5:00 p.m.

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

President Clark called the Regular Board Meeting of the Board of Directors of Rancho Murieta Community Services District to order at 3:30 p.m. via conference call per Governor Newsom Executive Order N-29-20 related to the COVID-19 pandemic, no public gatherings in a formal setting were allowed. Directors present were Les Clark, Randy Jenco, Linda Butler, Tim Maybee and John Merchant. Also, present were Mark Martin, General Manager; Tom Hennig, Director of Administration; Paul Siebensohn, Director of Field Operations; Jeff Werblun, Security Chief; Richard Shanahan, District General Counsel; and Amelia Wilder, District Secretary.

**2. CONSIDER ADOPTION OF AGENDA**

**Motion/Clark** to adopt the agenda with a postponement of Item #12 Review Security's Annual Report to a future meeting, due to the need to have a PowerPoint presentation. **Second/Maybee. Ayes: Clark, Jenco, Merchant, Butler, Maybee. Noes: None. Absent: None. Abstain: None.**

**3. BOARD ADJOURNED TO CLOSED SESSION AT 3:33 P.M. TO DISCUSS THE FOLLOWING ITEMS:**

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

*Closed session conference with legal counsel -- anticipated litigation (Government Code section 54956.9(d)(2)). Significant exposure to litigation involving one potential case based on the letter/claim from attorney Kelsey Webber dated March 4, 2020 concerning claim for damages by former employee Debby Bradberry.*

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

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

The Board has reached a consensus and will be completing a form within the next few days.

*Closed session conference with legal counsel -- anticipated litigation (Government Code section 54956.9(d)(2)). Significant exposure to litigation involving one potential case based on the letter/claim from attorney Kelsey Webber dated March 4, 2020 concerning claim for damages by former employee Debby Bradberry.*

This will be discussed under Agenda Item #16 Consider the Letter/Claim from Attorney Kelsey Webber Dated March 4, 2020 Concerning Claim for Damages by Former Employee Debby Bradberry.

**5. CONSENT CALENDAR**

**Motion/Clark** to adopt the consent calendar. **Second/Jenco. Roll Call Vote: Ayes: Clark, Jenco, Merchant, Butler, Maybee. Noes: None. Absent: None. Abstain: None.**

**6. STAFF REPORTS**

Under Agenda Item 6a, Mark Martin, General Manager, gave a brief summary of activities during the previous month, including the final approval of our Municipal Service Review by Sacramento Local Agency Formation Commission, the Board's visit to the Cal-Waste Materials Recovery Facility and the letter he wrote to the

Sacramento County Planning Commission asking for written confirmation that the District has no responsibility for the administration of funds for the maintenance of roads in Murieta Gardens I and II.

Under Agenda Item 4b, Tom Hennig, Director of Administration, updated the Board on the status of the District's finances, noting that we are budgeting for a Security Fee Study next year.

Under Agenda Item 4c, Chief Werblun gave a brief overview of the operations updates and incidents of note. Director Maybee asked that the spreadsheets reporting incidents from RMA and CSD be combined. He also asked for an update on the potential changes to the Security Code Chapter 21 which will be discussed in the next Security Committee Meeting.

Under Agenda Item 4d, Paul Siebensohn, Director of Field Operations, gave a brief summary of the utilities update including a discussion around the bait boxes which are located on the dams and the District's outreach to residents letting them know they are to protect the dams from the potential threats posed by burrowing rodents. He continued with a report on the Capital Replacement Project of the West Dissolved Air Flotation System electrical panel, which is out for bid.

#### **7. CONSIDER CONFERENCE/EDUCATION OPPORTUNITIES**

Mark Martin and Amelia Wilder will not be attending the Brown Act Update March 19,2020 due to its cancellation because of COVID-19 restrictions.

#### **8. EMPLOYEE ANNOUNCEMENTS, PROMOTIONS, COMMENDATIONS, AND KUDOS**

Tom Hennig announced the promotion of Tonya Perez to Accounting Supervisor, and the hire of Graham Self as an intern from Folsom Lake College.

#### **9. REVIEW APRIL 2020 BOARD/COMMITTEE MEETING DATES/TIMES**

The District will continue with its regularly scheduled meetings and explore video conferencing as a means to conduct business during the COVID-19 restrictions.

#### **10. CORRESPONDENCE**

Mark Martin reviewed a letter from Murieta Village Homeowner's Association asking for a security camera at the entrance to the Village, and access to video recordings that may come from the camera. Director Clark responded that this will be discussed further at the Security Committee Meeting April 2, 2020.

#### **11. COMMENTS FROM THE PUBLIC**

None.

#### **12. REVIEW SECURITY'S ANNUAL REPORT**

This item will be addressed at a future meeting due to the need for video to present the report.

#### **13. REVIEW FISCAL YEAR 2020-21 DRAFT BUDGET UPDATE**

Mr. Hennig informed the Board of the status of the Draft Budget and confirmed the Special Board Meeting scheduled March 26, 2020 to review the Budget with the Board.

**14. CONSIDER ADOPTION OF RESOLUTION R2020-01, A RESOLUTION CALLING THE GENERAL DISTRICT ELECTION AND CONSOLIDATION WITH THE STATE ELECTION TO BE HELD NOVEMBER 3, 2020**

General Manager Martin gave a brief overview of the election process. There are 2 (two) Director Seats that will be available, and the election for those Seats will be held with the State election November 3, 2020.

**Motion/Clark to adopt Resolution R2020-01 calling the general District election and consolidation with the State election to be held November 3, 2020. Second/Maybee. Roll Call Vote: Ayes: Clark, Jenco, Butler, Merchant, Maybee. Noes: None. Absent: None. Abstain: None.**

**15. REVIEW DISTRICT GOALS FOR 2020**

General Manager Martin had a brief discussion with the Board about this year's goal rankings. The Board would like a few adjustments and will email them to Mr. Martin. Pending no more desired changes to the Board goals, this item is expected to be moved for final approval to the Regular Board Meeting April 15, 2020.

**16. CONSIDER THE LETTER/CLAIM FROM ATTORNEY KELSEY WEBBER DATED MARCH 4, 2020 CONCERNING CLAIM FOR DAMAGES BY FORMER EMPLOYEE DEBBY BRADBERRY**

Richard Shanahan, District General Counsel, reported that the Board had agreed in Closed Session to reject the claim by former employee Debby Bradberry.

**17. DIRECTOR COMMENTS/SUGGESTIONS**

Mark Martin informed the Board that due to restrictions as a result of COVID-19, as of March 18, 2020, the District has closed its offices to the public, and while all of its Staff would still be working, those that could practicably telecommute would be doing so immediately.

Director Merchant commented that he would like to have a video option for future meetings. The District is researching options, including ZOOM video conferencing. The Districts regular phone numbers will forward calls to Staff.

**18. ADJOURNMENT**

**Motion/Clark to adjourn at 6:10 p.m. Second/Butler. Ayes: Clark, Jenco, Butler, Merchant, Maybee. Noes: None. Absent: None. Abstain: None.**



Respectfully submitted,

Amelia Wilder  
Recording Secretary

DRAFT

**RANCHO MURIETA COMMUNITY SERVICES DISTRICT  
SPECIAL BOARD MEETING  
March 26, 2020 – 3:00 p.m.**



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

President Les Clark called the Special Board Meeting of the Board of Directors of Rancho Murieta Community Services District to order at 3:00 p.m. via ZOOM video conference pursuant to Governor Newsom Executive Order N-29-20 related to COVID-19. Directors present were Les Clark, Randy Jenco, Tim Maybee, Linda Butler, and John Merchant. Also, present were Mark Martin, General Manager; Tom Hennig, Director of Administration; Paul Siebensohn, Director of Field Operations; and Amelia Wilder, District Secretary.

**2. ADOPT AGENDA**

**Motion/Clark to adopt the agenda. Second/Maybee. Ayes: Clark, Jenco, Maybee, Butler, Merchant. Noes: None. Absent: None. Abstain: None.**

**3. COMMENTS FROM THE PUBLIC**

No comments.

**4. REVIEW FISCAL YEAR 2020-2021 DRAFT BUDGET**

Tom Hennig, Director of Administration gave the Board led a detailed discussion with the Board concerning the Fiscal Year 2020/21 Budget, including details of the cost to run the Security Department and where those funds are coming from, anticipated new development and revenues and expenditures. The discussion continued as the Board drilled into these topics for clarification. The preliminary Draft Budget rate and tax increases are not necessarily what will be adopted. The Board can adopt an increase lower than in the Prop 218 Notice, but they cannot go higher. The overall monthly customer bill for Residential metered lots behind the gates, under the proposed budget is anticipated to increase by \$7.66, or 4.12% and for the Village 4.42% or \$6.27.

**Motion/Clark to approve staff to mail out the Proposition 2018 Notice of Proposed Service Charge Increase & Special Tax Adjustments and Notice of Public Hearing. The Budget hearing will be held at the Regular Board meeting on May 20, 2020. Second/Butler. Ayes: Clark, Jenco, Butler, Maybee, Merchant. Noes: None. Absent: None. Abstain: None.**

**5. DIRECTOR COMMENTS AND SUGGESTIONS**

None.

**6. ADJOURNMENT**

**Motion/Clark to adjourn at 4:32 p.m. Second/Butler. Ayes: Clark, Jenco, Maybee, Butler, Merchant. Noes: None. Absent: None. Abstain: None.**

Respectfully submitted,

Amelia Wilder  
District Secretary

## MEMORANDUM

Date: April 2, 2020  
To: Board of Directors  
From: Communication & Technology Committee Staff  
Subject: April 2, 2020 Communication & Technology Committee Meeting Minutes

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### 1. CALL TO ORDER

Director Merchant called the meeting to order at 8:31 a.m via ZOOM video conference pursuant to Governor Newsom's Executive Order N-29-20 related to COVID-19. Present were Directors Merchant and Butler. Present from District staff were Mark Martin, General Manager; Tom Hennig, Director of Administration; Paul Siebensohn, Director of Field Operations; Jeff Werblun, Security Chief; and Amelia Wilder, District Secretary.

### 2. COMMENTS FROM THE PUBLIC

Richard Gehrs asked how the District was doing working from home to which Mark Martin, General Manager replied we were doing quite well, the District Admin Staff has computer and systems in place that allow Staff to work remotely. There are a few tasks that must be completed at the office, but most things are running smoothly. Director Merchant suggested that Mr. Martin reach out to Gail Bullen from the River Valley Times to give her an update on the status of the District.

### 3. MONTHLY WEBSITE AND FACEBOOK STATISTICS

Amelia Wilder, District Secretary, gave an update of the statistics related to the number of visits per page to Facebook and RMCSD.com. The page views increased slightly.

### 4. REFERRING TO "LAKES" AS "RESERVOIRS" AND EDUCATING THE COMMUNITY ABOUT THE ULTIMATE USE OF THE WATER IN THE RESERVOIRS

Director Merchant led a discussion about the upturn in visitation to the reservoirs now that the Community has been ordered to shelter in place, with the hope of installing some signs that will educate the Community about the history and primary function of the reservoirs, which is to provide water to the Community. He asked to define a plan for the education of the residents. Director Butler chimed in and asked if the District could take care of this. Mr. Martin suggested an ad hoc committee be formed, and Director Merchant recommended we align ourselves with the Trail Stewards, SOLOS and RMA. There was also a discussion about the preservation of the water and not introducing invasive species of wildlife into the reservoirs.

### 5. COMMUNICATING TO THE PUBLIC ABOUT DEVELOPMENT PROPOSALS RELATED TO THE CORE FUNCTIONS OF CSD – DEVELOPMENTS MAP AND LINKS TO COUNTY DEVELOPMENT

General Manager Martin reviewed the plan to prepare a map of existing and proposed developments and add that to the District website with links to any county webpages that relate to specific developments. Of course, COVID-19 has been the focus of the District and we will take care of this as time allows. Director Merchant made the comment that with the current situation, this is not the best time to launch a campaign. Director Butler reminded the Committee that people like to read bulleted lists that are clear and simple. She suggested that the Pipeline have recurring sections every month.

**6. SPECIAL COMMUNICATIONS/EDUCATION – “HAPPENING NOW” ON TIMELY MATTERS (BUTLER)**

This item was discussed during Item #5.

**7. MEETING FOLLOW-UP DRAFTS (BUTLER)**

Director Butler asked that the “Draft” versions of the Minutes included in Board Packets have follow-up so the Board is informed about what next steps are.

**8. MORE CONCISE COMMUNICATIONS IN PIPELINE – BULLET POINTS (BUTLER)**

This was discussed during Item #5.

**9. DIRECTOR & STAFF COMMENTS**

General Manager Martin commented that the Staff was doing a great job.

Director Merchant mentioned a letter from Cal-Waste asking the state for support. ***This item will be on the April 15, 2020 Regular Board Meeting agenda.***

**10. Adjournment**

The meeting was adjourned at 9:24 a.m.

DRAFT

## MEMORANDUM

Date: April 2, 2020  
To: Board of Directors  
From: Security Committee Staff  
Subject: April 2, 2020 Security Committee Meeting Minutes

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### 1. CALL TO ORDER

Director Clark called the meeting to order at 10:00 a.m. via ZOOM video conference pursuant to Governor Newsom's Executive Order N-29-20 related to COVID-19. Present were Directors Clark and Maybee. Present from District staff were Mark Martin, General Manager; Tom Hennig, Director of Administration; Paul Siebensohn, Director of Field Operations; Jeff Werblun, Security Chief; and Amelia Wilder, District Secretary.

### 2. COMMENTS FROM THE PUBLIC

Richard Gehrs had questions concerning the security cameras operated by the District and who had access to them. Chief Werblun replied that they are located at the gates and water plants and the access to them is limited to the CSD only.

### 3. MONTHLY UPDATES

Jeff Werblun, Security Chief, gave a brief overview of the operations updates and incidents of note, including the upcoming de-escalation and customer service training has been postponed due to COVID-19 along with a Joint Security Committee Meeting. He is researching the cost of purchasing AED's. This led to a discussion about the number we should purchase and their locations. Director Clark reminded the Committee of the location of the Fire Department and asked if there were any additional funding sources available. Director Maybee discussed the combination of CSD and RMA spreadsheets.

### 4. REVISION OF DISTRICT SECURITY CODE CHAPTER 21 AND ORDINANCE ADOPTING CHANGES

Chief Werblun led the Committee in a discussion concerning the history behind the proposed change in the Code, and that it was no more than cleaning up outdated language. The Committee recommended the Ordinance adopting the revised Code go to the Board. ***This item will be on the April 15, 2020 Regular Board Meeting agenda.***

### 5. DISCUSS ALIGNMENT OF MONTHLY STATISTICAL CHARTS

This was discussed in Agenda Item #3.

### 6. DISCUSS LETTER FROM MURIETA VILLAGE REGARDING SECURITY CAMERAS

Jeff Werblun discussed that the District is exploring using the Developer Impact Fees to install security cameras at the intersection in front of the Village.

Richard Gehrs commented on the lack of District's Policy concerning Video Cameras. Director Maybee commented that he asked Staff to separate the Video Camera Policy and Body Camera Policies and the Video Camera Policy will be coming.

Mark Marin stated that it is an item in process to create a Policy.

## **7. DISCUSS RESIDENT CONCERNS ABOUT COVID-19 RULES ENFORCEMENT**

Mark Martin, General Manager, briefly described the concerns from some residents on a desire to have Security enforce the COVID-19 mandates. That authority falls on Sacramento County Health Department and the Sacramento County Sheriff's Department. CSD Security does not have the means to cite for violations. RMCSD strategy is to have Security remind residents about the mandates. Chief Werblun chimed in directing residents to the District's website for updates and they could file complaints with the County's 311 system.

## **8. JOINT SECURITY COMMITTEE UPDATE**

This item was discussed in Item #3.

## **9. DIRECTOR & STAFF COMMENTS**

Paul Siebensohn, Director of Field Operations, commented that the buoys have been placed in Chesbro, and the feedback has been positive. Director Maybee commented on the debris being caught on the fence and buoys.

Director Maybee continued with his appreciation of the Staff's efforts to complete work during this time.

Director Clark commented on a communication regarding RMA Bar Code and Boat Permit issuance. This led to a discussion about the timing and coordination of issuing these.

Mr. Martin added this is a dynamic situation, and any changes will be communicated as they happen.

Les Clark continued by mentioning that the CSD website will be updated as the situation progresses.

## **6. ADJOURNMENT**

The meeting adjourned at 10:56 a.m.

## MEMORANDUM

Date: April 7, 2020  
To: Board of Directors  
From: Improvements Committee Staff  
Subject: April 7, 2020 Improvements Committee Meeting Minutes

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### 1. CALL TO ORDER

Director Clark called the meeting to order at 8:00 a.m. via ZOOM video conference pursuant to Governor Newsom's Executive Order N-29-20 related to COVID-19. Present were Directors Clark and Jenco. Present from District staff were Mark Martin, General Manager; Paul Siebensohn, Director of Field Operations; Tom Hennig, Director of Administration; Jeff Werblun, Security Chief; and Amelia Wilder, District Secretary. Also, in attendance was Laurie Loaiza, Coastland Engineering, the District's Engineer.

### 2. PUBLIC COMMENT

None.

### 3. MONTHLY UPDATES

Paul Siebensohn, Director of Field Operations, gave a brief overview of project updates including an update on the Rancho Murieta North Project, stating that the project was still on hold and that RMA has concerns with drainage into the lakes, which is being reviewed by District Legal Counsel. Director Clark asked for clarification of the document that Mr. Siebensohn referred to in his update which details the drainage limitations. Paul commented that this document is the 2003 Master Plan. Per a public comment, he also clarified that the site plans have for the FAA Business Park are only for the water, sewer and drainage, and that structural is under Sacramento County's purview.

**4. CONSIDER APPROVAL OF 6B SEWER LIFT STATION PROGRAMABLE LOGIC CONTROLLER REPLACEMENT** Mr. Siebensohn updated the Committee on the need to replace the Programable Logic Controller on 6B Sewer Lift Station due to its age, and repeated failures. The bid from Tesco to replace the 6B Sewer Lift Station in an amount not to exceed \$26,248.75 with funding to come from Sewer Replacement Reserves was approved by the Committee. ***This item will be on the April 15, 2020 Regular Board Meeting agenda.***

### 5. APPROVE WEST DAF ELECTRICAL PANEL REPLACEMENT

Paul Siebensohn gave the Committee a brief update on the need to replace the electrical panel at the West Wastewater Reclamation Plant. This electrical panel operates the Dissolved Air Flootation (DAF) System. The bid from Telstar to replace the West DAF Electrical Panel in an amount not to exceed \$89,996.70 with funding to come from the Sewer Capital Replacement Reserves was approved by the Committee. ***This item will be on the April 15, 2020 Regular Board Meeting agenda.***

### 6. APPROVE ADDITIONAL FUNDING FOR DAM EMERGENCY ACTION PLANS TO DOMINICHELLI & ASSOCIATES

Mr. Siebensohn updated the Committee on the need for the District's Dam Inundation Maps and Emergency Action Plan to be updated and the State's more stringent requirements after the Oroville Dam spillway incident. While Dominichelli & Associates has been performing this task for the District, the increased reporting requires more time on their part; therefore, they are requesting additional funds to cover their staff time. The committee approved the request for an additional \$12,573 to be paid to Dominichelli & Associates to cover additional costs associated with updated requirements for Dam Inundation Maps and Emergency

Action Plans with funding to come ¼ from Sewer and ¾ from Water Replacement Reserves. ***This item will be on the April 15, 2020 Regular Board Meeting agenda.***

#### **7. RMA PEDESTRIAN BRIDGE PARCEL CONVEYANCE UPDATE**

Mark Martin informed the Committee that this is still in process. Laurie Loaiza, Coastland Engineering, added that they are surveying the parcel. This led to a Committee discussion around the history and future of the Bridge Parcel.

#### **8. GROUND WATER SUSTAINABILITY PLANS SCGA/SRCD UPDATE**

General Manager Martin gave a brief update on the meetings he attended with Sacramento Central Groundwater Authority (SCGA) and Sloughhouse Resource Conservation District (SRCD), and the related impacts to RMCSO last month.

#### **9. MURIETA MARKETPLACE EASEMENTS APPROVAL**

Laurie Loaiza introduced two Easements proposed which are located in the parking lot of Murieta Marketplace. These will be District utilities Easements and the utilities are already installed. Language was added to the Easements noting the District will not be held responsible to repair or replace decorative improvements or be liable to businesses during necessary repairs. The Easements are being adopted after the parking lot was completed so that the Easement can reflect where the utilities actually run. There is currently one parcel and one owner. The Committee recommends accepting these Easements. ***This item will be on the April 15, 2020 Regular Board Meeting agenda.***

#### **10. MURIETA MARKETPLACE MONUMENT SIGN IMPACTS TO CIA DITCH MAINTENANCE**

Mark Martin reviewed the history of the Monument Signs being built on top of the CIA Ditch with the Committee. The District was planning to receive plans from the Developer on March 16. Laurie Loaiza chimed in that this meeting was cancelled, and CSD has not received any plans to date. These signs are being constructed over the CIA Ditch. The concerns with their placement and continued maintenance was discussed. Coastland Engineering prepared a letter to John Sullivan discussing the District's concerns, to which Mr. Sullivan responded he would prepare an agreement with CIA Ditch owners that the developer will take responsibility for continued maintenance of the Ditch under the signs. Director Clark had follow-up questions concerning the footings of the signs. Ms. Loaiza has not received any plans of the footings, but that information has been requested. Paul Siebensohn commented that the developer has been asked for "as built" plans for these signs.

#### **11. DIRECTOR AND STAFF COMMENTS/SUGGESTIONS**

None.

#### **12. ADJOURNMENT**

The meeting was adjourned at 9:14 a.m.



# MEMORANDUM

Date: April 7, 2020  
To: Board of Directors  
From: Finance Committee Staff  
Subject: April 7, 2020, Finance Committee Meeting Minutes

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## 1. CALL TO ORDER

Director Merchant called the meeting to order at 10:00 a.m. via ZOOM video conference pursuant to Governor Newsom's Executive Order N-29-20 related to COVID-19. Present were Directors Merchant and Maybee. Present from District staff were Mark Martin, General Manager; Tom Hennig, Director of Administration; Paul Siebensohn, Director of Field Operations; Jeff Werblun, Security Chief; Cindy Chao, District Controller; and Amelia Wilder, District Secretary.

## 2. COMMENTS FROM THE PUBLIC

Murieta Village Resident Richard Gehrs voiced his concerns about the Districts allocation of monies from the General Budget into the Security Budget for FY2020-21. He felt as if the residents of Murieta Village would be helping to pay the Security Fees associated with Gate Operations and that they would not benefit from these services. He suggested that the District consult with Legal Council to ensure the legality of its actions. He continued with a comment that his opinion would probably not be recorded in the Minutes from the meeting. General Manager Mark Martin responded that Mr. Gehrs' comments are addressed in the minutes via the recordings that are posted on the District's website and that he did believe that since the general funds are coming from property taxes throughout the Community, he believes their use is at the District's discretion. He will research this topic. Director Merchant chimed in with a discussion of the fact that the Security Tax falls short of the funds necessary to fund the Security Department. The Committee decided to place this topic on the next Finance Committee Meeting. Tom Hennig, Director of Finance, noted the District's new Cost Allocation Plan will be completed soon by ClearSource Financial Consulting. Hennig confirmed when the Budget is brought to the Board on May 20, 2020, the cost allocation calculations will make the General Fund expenditures transparent. The discussion continued with specific details as to line items on the Budget. Director Merchant would like to have future Rate Increase Notice clearly state how much of the General Fund Budget is being allocated to supplement Drainage and Security services.

## 3. FY 2020-21 BUDGET SCHEDULE

Director Hennig informed the Committee that the District has mailed the Prop 218 Notice to residents. This spurred a conversation revolving around the potential revenues to be received via property taxes.

## 4. RMCSO COVID-19 STATUS UPDATE

Mr. Hennig provided the Committee with an update on the potential costs that the COVID-19 virus may have on the District and the actions that the District is required to take, including the establishment of a Federally mandated sick leave bank to help employees who may be affected by the virus. The District is keeping track of all expenses related to the District's COVID-19 response. This information will be retained in anticipation that Federal funds may become available in the future.

## 5. PROP 84 GRANT CLOSURE

Mr. Hennig reviewed the current status of funds received by the District through the Prop 84 Grant. The Administration Department is preparing the final report to close this Grant. Mark Martin added that those reimbursement funds are going back into the Water Supply Augmentation (WSA) reserves.

#### **6. UTILITY BILLING UPDATE – PAY AGREEMENTS**

Mr. Hennig updated the Committee that with the direction of Governor Newsom’s Executive Order N-42-20 and its direction that no lock-off’s will be allowed during the COVID-19 crisis. The District had already implemented an informal no lock-off policy and currently has no lock-off’s. The District would like to authorize Staff to offer Pay Agreements, which would defer monthly payments to Resident’s who may be financially impacted by the current crisis. The Committee will be updated monthly on the status of the Pay Agreements. The Committee agreed with this idea and authorized the District to move forward.

#### **7. DIRECTOR AND STAFF COMMENTS/SUGGESTIONS**

The Committee discussed future meeting dates and topics that they would like to see discussed at the next meeting, including Security Fees and allocation of property taxes.

#### **8. ADJOURNMENT**

The meeting was adjourned at 10:57 a.m.

DRAFT

## MEMORANDUM

Date: April 10, 2020  
To: Board of Directors  
From: Tom Hennig, Director of Administration  
Subject: Bills Paid Listing

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Enclosed is the Bills Paid Listing Report for March 2020. 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 for March:

<b><u>Vendor</u></b>	<b><u>Project / Purpose</u></b>	<b><u>Amount</u></b>	<b><u>Funding</u></b>
California Public Employees' Retirement System	Payroll - Medical	\$65,465	Operating Expense
California Waste Recovery Systems	Solid Waste Contract	\$52,117	Operating Expense
Hopkins Technical Products, Inc	Chemical Feed Skid	\$39,326	Sewer Replacement Reserve.
S. M. U. D.	Utilities	\$22,553	Operating Expense
Pac Machine Co., Inc.	MLS Emergency bypass pump #2	\$15,440	Operating Expense
RingCentral	Annual Phone Service	\$13,854	Operating Expense
Industrial Electrical Company	Emergency Pump Repair MLS	\$12,037	Operating Expense
California Public Employees' Retirement System	Payroll - Retirement	\$11,799	Operating Expense
Coastland Civil Engineering	Engineering	\$11,045	Operating Expense
Bartkiewicz, Kronick & Shanahan	Legal Services	\$10,079	Operating Expense

PREPARED BY: Tom Hennig, Director of Administration

REVIEWED BY: , District Treasurer

**Rancho Murieta Community Services District**  
**Bills Paid Listing for March 2020**

CHECK	Date	Vendor	Amount	Purpose
EFT	3/5/2020	California Public Employees' Retirement System	65,464.64	Payroll - Medical
CHK	3/6/2020	A Leap Ahead IT	8,169.40	IT Support
CHK	3/6/2020	ABS Direct	2,589.01	Postage
CHK	3/6/2020	Accountemps	1,288.00	Contract Staffing - Admin
CHK	3/6/2020	Accounting & Association Software Group	1,361.25	Accounting Software Consulting
CHK	3/6/2020	Water Environment Federation	332.00	Membership Renewal Paul S 2020
CHK	3/6/2020	Waterwise Consulting, INC	140.00	Waterwise Consulting
CHK	3/6/2020	Santander Leasing	240.00	Security Vehicle Lease
CHK	3/6/2020	U.S. Bank Corp. Payment System	5,686.01	Monthly Gasoline Bill
CHK	3/6/2020	USA Blue Book	1,673.36	Supplies
CHK	3/6/2020	Vision Service Plan (CA)	480.64	Payroll - Vision
CHK	3/6/2020	W.W. Grainger Inc.	329.86	Repairs & Maintenance Supplies
CHK	3/6/2020	Walker's Office Supplies, Inc	373.48	Office Supplies
CHK	3/6/2020	Nationwide Retirement Solution	3,251.78	Payroll - Deferred Comp
CHK	3/6/2020	Operating Engineers Local Union No. 3	365.95	Payroll - Union Dues
CHK	3/6/2020	Pac Machine Co., Inc.	15,440.03	MLS Emergency bypass pump #2
CHK	3/6/2020	Pace Supply Corp	5,316.62	Repairs & Maintenance
CHK	3/6/2020	Porter Scott	3,775.00	Legal Services
CHK	3/6/2020	Prodigy Electric & Controls Inc.	4,800.00	Repair M13 Aerator
CHK	3/6/2020	Grimm, Susan	100.00	Toilet Rebate
CHK	3/6/2020	Guardian Life Insurance	5,169.39	Payroll - Dental/Life
CHK	3/6/2020	Hach Company	705.66	Repairs & Maintenance
CHK	3/6/2020	Lee's Automotive Repair Inc	2,861.97	Service, Tire Repair Veh#814
CHK	3/6/2020	Legal Shield	11.95	Payroll - Legal
CHK	3/6/2020	Liebert Cassidy Whitmore	114.00	Legal Services
CHK	3/6/2020	Chrysler Capital	156.80	Security Vehicle Lease
CHK	3/6/2020	Cisco Air Systems, Inc	2,132.62	New Air Compressor
CHK	3/6/2020	Clark Pest Control	723.66	District Facilities Pest Control
CHK	3/6/2020	Coastland Civil Engineering	11,045.00	Engineering
CHK	3/6/2020	EVERFILT	3,010.31	Repairs & Maintenance
CHK	3/6/2020	Gaither, Carl	100.00	Toilet Rebate
CHK	3/6/2020	American Family Life Assurance Co.	788.85	Payroll - Aflac
CHK	3/6/2020	Applications By Design, Inc.	1,085.00	Security Barcodes
CHK	3/6/2020	Aramark Uniform & Career Apparel, LLC	250.16	Uniforms
CHK	3/6/2020	AT&T	2,460.14	Telephone Auto Dialer
CHK	3/6/2020	California Waste Recovery Systems	52,116.92	Solid Waste Contract
CHK	3/6/2020	California Water Environment Association	89.00	Certification Paul
CHK	3/12/2020	Costco Membership	325.38	Supplies
CHK	3/20/2020	Walker's Office Supplies, Inc	314.71	Office Supplies
CHK	3/20/2020	Wilbur-Ellis Company	1,575.10	Chemicals
CHK	3/20/2020	Spec West Concrete	765.13	CPI 18-07-2 supplies
CHK	3/20/2020	Sprint	189.95	Telephone
CHK	3/20/2020	State Water Resources Control Board	125.00	Certifications Wastewater Grade 2
CHK	3/20/2020	Tesco Controls, Inc.	6,460.00	ARC Flash Training
CHK	3/20/2020	W.W. Grainger Inc.	3,072.83	Repairs & Maintenance Supplies
CHK	3/20/2020	Wagner & Bonsignore Consulting Civil Engineers	802.50	Water Right Renewal

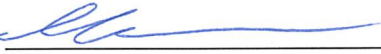
**Rancho Murieta Community Services District**  
**Bills Paid Listing for March 2020**

CHECK	Date	Vendor	Amount	Purpose
CHK	3/20/2020	Rancho Murieta Association	150.00	Landscaping
CHK	3/20/2020	Rancho Murieta Association	417.89	Smud @North Gate
CHK	3/20/2020	RingCentral	13,854.33	Annual Phone Service
CHK	3/20/2020	River City Rentals	212.22	Equipment Rental
CHK	3/20/2020	Romo Landscaping	385.00	Landscaping
CHK	3/20/2020	S. M. U. D.	22,553.18	Utilities
CHK	3/20/2020	Operating Engineers Local Union No. 3	365.95	Payroll - Union Dues
CHK	3/20/2020	PDF Tactical	1,890.00	Contract Staffing - Security
CHK	3/20/2020	Pollardwater	475.12	Repairs & Maintenance Supplies
CHK	3/20/2020	Professional Lock & Safe, Inc.	278.53	Replace Door Handle WTP Site
CHK	3/20/2020	Public Agency Retirement Services	441.50	OPEB Trust Admin Fee
CHK	3/20/2020	Rancho Murieta Ace Hardware	40.03	Repairs & Maintenance Supplies
CHK	3/20/2020	Keyes, Jerome	100.00	Toilet Rebate
CHK	3/20/2020	Lee's Automotive Repair Inc	3,088.72	Service and Brake Repair Veh#818
CHK	3/20/2020	Legal Shield	11.95	Payroll - Legal
CHK	3/20/2020	Les Schwab Tires	491.64	Tires Veh#521
CHK	3/20/2020	Marion Leasing	526.90	Equipment Rental
CHK	3/20/2020	Nationwide Retirement Solution	3,247.80	Payroll - Deferred Comp
CHK	3/20/2020	Golden State Risk Management Authority	420.00	CPR Training
CHK	3/20/2020	Greenfield Communications	449.07	Internet
CHK	3/20/2020	Hach Company	495.73	Repairs & Maintenance
CHK	3/20/2020	Home Depot	242.53	Repairs & Maintenance Supplies
CHK	3/20/2020	Hopkins Technical Products, Inc	39,326.32	Chemical Feed Skid
CHK	3/20/2020	Industrial Electrical Company	12,036.92	Emergency Pump Repair MLS
CHK	3/20/2020	Cisco Air Systems, Inc	2,095.50	Repairs & Maintenance
CHK	3/20/2020	Concentra DBA Occupational Health Centers of CA, A Medical Corp	362.00	Pre Employment Screening
CHK	3/20/2020	Dave Bunfill Blacktop Service	4,800.00	Asphalt Patching
CHK	3/20/2020	Digital Deployment	300.00	Website Hosting
CHK	3/20/2020	Ditch Witch West	1,143.86	Repairs & Maintenance Supplies
CHK	3/20/2020	Galls/Quartermaster	172.38	Uniform
CHK	3/20/2020	American Family Life Assurance Co.	788.85	Payroll - Aflac
CHK	3/20/2020	Aramark Uniform & Career Apparel, LLC	277.03	Uniform
CHK	3/20/2020	AT&T	1,020.39	Telephone
CHK	3/20/2020	Bartkiewicz, Kronick & Shanahan	10,078.80	Legal Services
CHK	3/20/2020	California Laboratory Services	1,091.72	Monthly Lab Tests
CHK	3/20/2020	Caltronics Business Systems	329.32	Copier Maintenance
CHK	3/20/2020	Accountemps	1,678.30	Contract Staffing - Admin
CHK	3/20/2020	Accounting & Association Software Group	1,196.25	Accounting Software Consulting
CHK	3/20/2020	Action Cleaning Systems Inc	1,445.00	Janitorial
EFT	3/25/2020	California Public Employees' Retirement System	11,798.75	Payroll - Retirement
CHK	3/31/2020	ABS Direct	1,141.40	Postage Prop 218
		<b>Total</b>	<b>358,849.94</b>	

**Rancho Murieta Community Services District**  
**Bills Paid Listing for March 2020**

CHECK	Date	Vendor	Amount	Purpose
		<b>CFD 2014-1 Bank of America Checking</b>		
CHK	3/6/2020	Corelogic Solutions, LLC	206.00	CFD 2014-1 Admin Cost
			206.00	
		<b>EL DORADO PAYROLL</b>		
Direct Deposits by PayChex:			121,819.00	Payroll
			121,819.00	

PREPARED BY: Tom Hennig, Director of Administration

REVIEWED BY:  , District Treasurer

# RANCHO MURIETA COMMUNITY SERVICES DISTRICT

## INVESTMENT REPORT

INSTITUTION	CASH BALANCE AS OF MARCH 31, 2020	
	YIELD	BALANCE

### CSD FUNDS

<b>EL DORADO SAVINGS BANK</b>		
SAVINGS	0.03%	\$ 1,869,135.35
CHECKING	0.02%	\$ 159,135.82
PAYROLL	0.02%	\$ 119,396.71
<b>BANNER BANK</b>		
EFT	0.00%	\$ 399,884.51
<b>LOCAL AGENCY INVESTMENT FUND (LAIF)</b>		
UNRESTRICTED	2.43%	\$ 317,626.71
RESTRICTED RESERVES	2.43%	\$ 5,901,858.38
<b>CALIFORNIA ASSET MGMT (CAMP)</b>		
OPERATION ACCOUNT	2.48%	\$ 638,212.29
<b>US BANK</b>		
PARS GASB45 TRUST	4.17%	\$2,030,266.55 *
<b>TOTAL CSD</b>		<b>\$ 11,435,516.32</b>

### BOND FUNDS

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

<b>BANK OF AMERICA</b>		
CHECKING	0.00%	\$ 150,069.16
<b>WILMINGTON TRUST - 9/30/19 est.</b>		
BOND SPECIAL TAX FUND		\$ 58,940.65
BOND REDEMPTION ACCOUNT		\$ -
BOND ACQ & CONSTRUCTION	2.08%	\$ 14,543.67
BOND RESERVE FUND	2.08%	\$ 394,508.50
BOND SURPLUS	2.08%	\$ 59.71
BOND ADMIN EXPENSE	2.10%	\$ 20,549.92
BOND COI		\$ -
<b>TOTAL CFD</b>		<b>\$ 638,671.61</b>
<b>TOTAL ALL FUNDS</b>		<b>\$ 12,074,187.93</b>

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

\* March statement is not ready yet; number is February ending balance

PREPARED BY: Tom Hennig, Director of Administration

REVIEWED BY:  District Treasurer

# MEMORANDUM

**Date:** April 10, 2020  
**To:** Board of Directors  
**From:** Mark Martin, General Manager  
**Subject:** General Manager's Report

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## COVID-19 RESPONSE

District offices closed to the public March 17, 2020 and that same day Administrative staff began the transition to working remotely where possible. The latest Sacramento County Health directive has extended the stay-at-home/essential services mandate through May 1, 2020. Administration staff are holding remote tailgate meetings three times a week to ensure contact and coordination along with use of other technology to maximize efficiency while working remotely. Washable facemasks have been purchased for all District staff and will be distributed shortly.

Below are additional details on how the District is responding to COVID-19.

## HELPING THE COMMUNITY

Effective the week of March 16, we suspended lock-offs for the foreseeable future for non- or partial-payment of RMCS D utility billing accounts to ensure all residents have access to necessary essential services during this emergency. As part of outreach on water safety via the website and Facebook, we offered to work with those struggling with finances by working out payment plans. We published a news item on our website and Facebook specifically focused on how the District can help with financial impacts to its residents. This information was also posted in the April addition of the Pipeline. Our utility billing system is being configured to properly handle exceptions to billing.

## INFORMING THE COMMUNITY

The same week we communicated the safety of RMCS D tap water via web and Facebook and the Pipeline newsletter. Chlorine kills the coronavirus so the water supply is safe. It's important the community understand this.

## KEEPING OUR WORKFORCE HEALTHY

Key to ensuring we can continue to provide essential services is keeping our staff healthy. In light of this, we have implemented measures to allow non-site essential staff to work remotely. For now, all line Utilities and Security staff are considered essential and are reporting to duty as usual with the expectation of implementing proper separation and sanitation protocols. We are working with CalWarn.org and our Regional Water Authority (RWA) utility agency contacts to request or offer staff assistance as needed If critical staff become ill and we or others are short the staff needed to keep essential services operating.



## ANTICIPATING FUTURE ISSUES IMPACTING OUR ABILITY TO OPERATE

One of the potential impacts of this emergency is to interrupt normal chains of supply. In light of this I've directed Paul Siebensohn to reach out particularly to chemical vendors immediately to place earlier purchases so that we are able to meet our obligations to deliver recycled water and continue successful water treatment operations without interruption.

## REMOTE WORK CAPABILITIES

Our transition of Admin staff to remotely working has worked out very well. We now have the capability in place for all Administration staff to access necessary systems and conduct business remotely. Please note that some administration staff will need to access the workplace on a limited basis to continue to conduct business. Below is an overview of systems we have implemented in recent years that are paying off and proving the wisdom of foresight to implement.

1) Ring Central-Unified Communications: This capability implemented in early 2018 allows staff to use their cellphone or other mobile devices to field calls to the District and make calls from the District as if they are located at District offices. Staff is also able to text using this system.

2) Ring Central Conference Calls: This is the system we used for the Board meeting on March 18, 2020. Staff has already utilized this system a number of times to conduct tail-gate meetings and keep staff in the loop on protocols for handling the District's business during the emergency.

3) Office 365: This cloud-based capability we implemented last year gives RMCS D employees access to all email, calendar, Microsoft applications and Cloud drives for storage and retrieval of critical files, remotely just as if they are at their desks.

4) Mobile Computers: Starting in 2017, we began to swap out desktop computer systems for robust Microsoft Surface Books. These are powerful computer system platforms allowing staff to more readily conduct business whether in meetings or having to work remotely.

5) Desktop Scanners: In 2017, we started to implement a practice to provide scanners for all admin staff. This has paid off in that now admin staff are able to take their desktop scanners home and easily continue work. In the past, the only capability was a fixed centralized printer/scanner.

6) VPN (Virtual Private Networks): This tool has been in place for some time. This allows staff remote access to local network drives and legacy systems that are not yet cloud based. Our staff are able to login and access the legacy systems as if they are on our local network.

7) Zoom Meetings: Staff tested this capability from all the remote work locations. You might have heard about Go To Meetings as an option. ZOOM is a competitor with a much easier to use interface. We have used this tool for the Special Board meeting March 28 and Committee meetings in April. We plan to continue using this tool for upcoming District meetings.

8) Paychex Payroll and Timesheet System: Implementing this cloud-based system has eliminated the need for staff and supervisors to handle what was in the past, hundreds of physical documents with the potential to carry a virus. Not only does this protect the health of our staff, it has led to greater efficiencies in payroll and HR.

9) Microsoft Teams – Implemented this collaboration tool for remotely working staff.

## **COMMUNITY PROGRAMS**

### **Rachio Smart Irrigation Controller Program – Begins April 14, 2020 – Limited Number Available!**

The Regional Water Authority (RWA) Water Efficiency Program (WEP) is sponsoring a partnership with Rachio Controllers to allow RWA member residents to purchase first-come first-serve smart wi-fi irrigation controllers at a very reduced price. A total of 1,500 controllers will be available across all participating RWA agencies at the reduced price as long as supplies last. Controllers for either 8-zones or 16-zones typically costing up to \$279.99 retail each have been reduced to \$74.99 with free shipping.

Below is the website for the program:

**<https://rwa.rachio.com/>**

Residents will be required to input their name, email, zip code and select Rancho Murieta CSD as the water provider to access the purchase site.

### **Background**

Smart irrigation controllers are the new wave of the Internet of Things (IOT) allowing homeowners to control their landscaping irrigation controller remotely using their smart devices along with other smart features such as rain delay due to actual weather observations and easy scheduling of intermittent watering programs. RWA went out to bid for vendors to participate and Rachio was the only vendor who responded. The program is only available to residents and not commercial properties. RMCS D is preparing outreach to residents via the District website and Facebook.

This is the same controller I personally own and I have found the system very simple to implement with a very user-friendly interface.

## **OUTREACH/ADVOCACY**

**March 25, 2020 – Regional Water Authority (RWA) COVID-19 Coordination Special Meeting** – A special conference call meeting was held for member water districts to share their best-practices for maintaining services during the COVID-19 emergency. Most shared their efforts to hold remote staff and governance meetings and the ability to share staff and or water (where feasible) in the event critical staffing is significantly impacted by related illness. One recommendation was for agencies to join CalWarn.org which is a voluntary organization to allow water agencies to engage each other in the event resources sharing is needed during an emergency. RMCS D has since joined this free association.

**March 28, 2020 – CSD/RMCC (Country Club) General Manager’s Meeting** – Cancelled due to focus on COVID-19 impacts. Phone discussion on continued access of Club restaurant employees to prepare take-out orders.

March 28, 2020 – **CSD/MVA (Murieta Village) General Manager’s Meeting** – Communication by phone about desire to allow time for response during remote meeting public comment and greater focus on patrols due to petty thefts within Murieta Village.

March 30, 2020 – **CSD/RMA General Manager’s Meeting** – Postponed due to focus on COVID-19 priorities.

April 2, 2020 – **Sacramento Central Groundwater Authority (SCGA)/Sloughhouse Resource Conservation District Groundwater Sustainability Agency (GSA) Boundary MOU Working Group** – Confirmed RMCS D’s desire to remain with the SCGA as GSA for the portion of RMCS D that rests in the South-American Sub-basin, and confirmed prior two requests at SRCD Board meetings for written position for benefits RMCS D would accrue if SRCD were the GSA. Jay Schneider, a member of the SRCD Board then introduced a new concept to have SRCD oversee the agricultural portion of the District. The District’s identified optimal location for a potential future groundwater wellsite sits at the western extent of the agricultural area of the District so it makes sense to keep the groundwater authority over the entire District under a single GSA.

April 8, 2020 - **Sacramento Central Groundwater Authority (SCGA)** – Regular Board meeting. The Board received a presentation on the annual groundwater modeling of the South-American Sub-Basin. Continuing the trend, the South-American Sub-Basin appears to have significantly recovered from the deficit baseline of 2005. Additional discussion was had about the possible transition of SCGA administration from Sacramento County to the Regional Water Authority (RWA) who already administers the Sacramento Groundwater Authority (SGA) who is the GSA for groundwater *north* of the American River. An announcement was made about the pending retirement of the current SCGA Executive Director.

April 14, 2020 – **Presidents’ Meeting** – Postponed at the request of stakeholders.

## **DEVELOPMENT RELATED**

**Residences East – 670 Financing and Services Agreement (FSA)** – Staff and District Legal counsel continue to work diligently to assess FSA obligations of 670 FSA parties related to obligations to fund the water treatment plant expansion and recycled water spray-fields. A meeting was held April 8 with District legal counsel to review their analysis of the 670 FSA and Rancho Murieta North/Murieta Gardens FSA which interrelate. Further questions arose from this meeting and staff are now awaiting legal counsel’s revisions to conduct another review of the findings. This is expected to occur over the next week or so. Once we have solidified those findings we will be prepared to share the information with interested parties including the 670 FSA Fund manager, Economic and Planning Systems (EPS). A kick-off meeting with EPS is scheduled April 13 to clarify their role as 670 FSA Fund Manager and to get them started on the Van Vleck obligations accounting as required under the 670 FSA.

## MEMORANDUM

Date: April 7, 2020  
 To: Board of Directors  
 From: Tom Hennig, Director of Administration  
 Subject: Administration / Financial Update

Finance staff continues working with The Pun Group to address specific matters of concern as approved by the Board in August. We are providing annual audit documents to the auditor, including a detailed accounting of our fixed assets. We continue working with various financial system vendors to complete system integrations and upgrades as recommended by The Pun Group.

**Residential Water Consumption** – Residential water usage in March 2020 was approximately 83% over March 2019 and 16% over February 2020. Listed below are year-to-date water consumption numbers using weighted averages. Listed below are the year-to-date water consumption numbers in cubic feet. There are ninety-one (91) more homes receiving water services than in March 2019.

											Last FY	Last FY	Last FY	Last FY Same Period
		2020	2020	2020	2019	2019	2019	2019	2019	2019	2019	2019	2019	2019
		Mar	Feb	Jan	Dec	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar
Residences	12 month rolling % increase	2,632	2,620	2,602	2,600	2,594	2,587	2,546	2,549	2,550	2,547	2,547	2,546	2,541
	4%													
	Weighted Average							Sep	Aug	Jul	Jun	May	Apr	Mar
Cubic Feet	1,667	1,042	901	688	868	1,618	1,956	2,727	2,668	2,537	2,194	1,528	837	569
Gallons Per Day	416	260	225	172	217	404	488	680	665	633	547	381	209	142
Same Period Last FY	389													

**Commercial/Other Water Consumption** – Commercial water usage in March 2020 was 47% higher compared with last month. Year-to-date commercial water usage was approximately 22% over projections. This increase is mainly due to large user accounts. Listed below are year-to-date water consumption numbers in cubic feet.

											Last FY	Last FY	Last FY	Last FY Same Period
		2020	2020	2020	2019	2019	2019	2019	2019	2019	2019	2019	2019	2019
		Mar	Feb	Jan	Dec	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar
Commercial	YTD Totals	55,829	59,900	40,676	48,201	77,507	112,163	144,774	223,508	128,844	114,939	86,611	53,880	39,987
Parks	288,756	11,799	7,600	501	2,459	24,858	33,020	58,660	83,041	66,818	58,540	36,481	3,561	602
Raw Water	1,477,797	49,701	10,949	0	17,599	178,849	191,799	328,901	333,951	366,048	104,751	73,701	2,451	15,662
CSD	66,108	1,492	2,226	1,721	1,464	2,655	7,295	13,981	16,941	18,333	13,255	7,632	5,330	9,269
Totals	2,724,063	118,821	80,675	42,898	69,723	283,869	344,277	546,316	657,441	580,043	291,485	204,425	65,222	65,520

**Lock-Offs** – During the month of March 2020, there were zero (0) lock-off. This continues the trend of fewer and fewer lockoff's which is directly related to staff's outreach efforts. There are currently twelve properties within the District that have remained locked off from services for an extended period. These properties are either vacant homes or empty lots with water meters.

**Connection Fees** – There were no connection fees paid in March 2020.

**Aging Report** – Amounts past due of more than sixty (60) days totals \$30,448. \$20,160 of this total is owed by two future development sites.

**Summary of Reserve Accounts as of March 31, 2020** – The ending balance of the District’s reserve accounts is \$6,510,008 as of March 31, 2020, and it is an increase of \$50,919 compared with last month. Staff adjusted the beginning balance as of July 1, 2019 during the audit prep. Staff continues to validate all reserve contributions and expects there will be additional adjustments as we continue to identify past practices for allocation of monthly interest and sales revenue. Staff continues to work on a detailed analysis of all reserve funds and plans to prepare a report for the Finance Committee review.

**Reserve Fund Balances**

<i>Reserve Descriptions</i>	<i>Fiscal Yr Beg Balance 7/1/2019</i>	<i>Increases</i>	<i>Decreases</i>	<i>Period End Balance 03/31/2020</i>
Water Capital Replacement (200-2505)	1,588,505	227,244	8,954	1,806,795
Sewer Capital Replacement (250-2505)	2,851,863	348,455	91,696	3,108,621
Drainage Capital Replacement (260-2505)	29,165	459	17,297	12,328
Security Capital Replacement (500-2505)	101,341	1,987	18,096	85,232
Admin Capital Replacement (xxx-2505-99)	87,210	0	0	87,210
Sewer Capital Improvement Connection (250-2500)	4,236	78	27	4,287
Capital Improvement (xxx-2510)	390,976	349,605	3,326	737,256
Water Supply Augmentation (200-2511)	1,730,698	379,037	702,745	1,406,990
WTP Construction Fund Reserve (200-2513)	-748,054	149,904	178,312	-776,462
Security Impact Fee Reserves (500-2513)	-7,498	51,148	5,898	37,752
<b>Total Reserves</b>	<b>6,028,442</b>	<b>1,507,916</b>	<b>1,026,350</b>	<b>6,510,008</b>

**Inter-fund Borrowing Balances**

<i>Inter-fund Borrowing</i>	<i>Fiscal Yr Beg Balance 7/1/2019</i>	<i>YTD Interest</i>	<i>YTD Repayment</i>	<i>Period End Balance 03/31/2020</i>
WTP Construction Loan from Sewer	856,042	12,817	105,700	750,342
WTP Construction Loan from WSA	285,353	4,273	35,233	250,120
Security N. Gate Loan from Drainage Fund	18,341	177	17,127	1,214
<b>Total Inter-fund Borrowing</b>	<b>1,159,736</b>	<b>17,267</b>	<b>158,060</b>	<b>1,001,676</b>

## **Budget to Actual Comparison Details (year-to-date through March 31, 2020)**

### **Revenues**

**Water Charges**, year-to-date, are **above** budget \$46,981 or 2.2%

**Sewer Charges**, year-to-date, are **below** budget \$16,156 or (1.2%)

**Drainage Charges**, year-to-date, are **above** budget \$5,960 or 3.5%

**Solid Waste Charges**, year-to-date, are **above** budget \$5,999 or 0.9%

**Security Charges**, year-to-date, are **above** budget \$6,334 or 0.5%

### **Expenses**

The District's overall expenditures for FY 2019-20 are \$468,529 below budget through March 2020. We will continue to focus on FY 2018-19 annual audit.

### **Reserve Fund Purchases authorized by the General Manager**

A Sewer Replacement Reserve purchase of \$39,326 for a chemical feed skid was made during the month of March.

## **Finance Committee Update**

Staff met with the Finance committee on April 7, 2020.

### **1. COMMENTS FROM THE PUBLIC**

Murieta Village resident, Richard Gehrs, voiced his concerns about the Districts allocation of monies from the General Budget into the Security Budget for FY2020-21.

### **2. FY 2020-21 BUDGET SCHEDULE**

Director of Administration, Tom Hennig, informed the Committee that the District has mailed the Prop 218 notices to residents. This spurred a conversation revolving around the potential revenues to be received via property taxes.

### **3. RMCSO COVID-19 STATUS UPDATE**

Staff provided the Committee with an update on the potential cost impact that the COVID-19 situation has on the District and the actions that the District is required to take, including a sick leave bank that has been established to help employees who may be affected by the virus. The District is keeping track of all expenses it is incurring for telecommuting for Federal reimbursement that may become available in the future.

### **4. PROP 84 GRANT CLOSURE**

Staff reviewed recent funds received by the District through the Prop 84 Grant. The Finance staff is preparing a final report to close this Grant. General Manager Mark Martin added that those funds are going into Water Supply Augmentation reserves.

### **5. UTILITY BILLING UPDATE – PAY AGREEMENTS**

Staff updated the Committee with the direction of Governor Newsom's Executive Order N-42-20 and its direction that no lock-offs are allowed during the COVID-19 crisis. The District currently has no lock-offs on occupied properties. Additionally, Staff reviewed the internal processes in place for managing customer pay agreements. These agreements defer monthly payments to residents who may be financially impacted by the current COVID-19 situation. The Committee has authorized the District to move forward with this plan.

**RANCHO MURIETA CSD**  
**Summary of All CSD Funds**  
**For the Nine Months Ending 3/31/2020**  
**Budget to Actual Comparison Detail**

Description	Period Budget	Period Actual	YTD Budget	YTD Actual	YTD Budget (Over)/Under	Annual Budget
Charges for Services - Residential	\$414,955	\$437,445	\$4,103,706	\$4,152,825	(\$49,119)	\$5,540,771
Charges for Services - Commercial	39,202	43,601	442,033	459,271	(17,238)	586,254
Availability Charges	460	2,250	460	2,250	(1,790)	460
Sales Other	700	722	6,300	7,244	(944)	8,400
CIA Ditch Service Charges	0	0	0	0	0	1,800
Property Taxes	0	0	364,160	397,185	(33,025)	674,370
Property Taxes (Reserve Alloc)	0	0	(44,280)	0	(44,280)	(82,000)
<b>Total General Income</b>	<b>455,317</b>	<b>484,018</b>	<b>4,872,379</b>	<b>5,018,775</b>	<b>(146,396)</b>	<b>6,730,055</b>
Interest Income	20	0	6,455	10,879	(4,424)	10,765
<b>Total Earnings Income</b>	<b>20</b>	<b>0</b>	<b>6,455</b>	<b>10,879</b>	<b>(4,424)</b>	<b>10,765</b>
Meter Installation Fee	0	400	4,800	74,795	(69,995)	4,800
Inspection Fees	886	127	2,404	26,692	(24,288)	5,693
Telephone Line Contracts	598	256	5,381	5,405	(24)	7,175
Fines/Rule Enforcement	175	175	1,575	1,575	0	2,100
Late Charges	6,450	(88)	58,050	48,845	9,205	77,400
Title Transfer Fees	1,350	4,350	12,150	31,350	(19,200)	16,200
Security Gate Bar Code Income	650	950	5,850	6,140	(290)	7,800
Project Reimbursement	2,182	4,548	19,638	22,595	(2,957)	26,184
Misc Income	1,208	693	10,875	7,539	3,336	14,500
<b>Total Other Income</b>	<b>13,499</b>	<b>11,411</b>	<b>120,723</b>	<b>224,936</b>	<b>(104,213)</b>	<b>161,852</b>
<b>TOTAL REVENUE</b>	<b>468,836</b>	<b>495,429</b>	<b>4,999,557</b>	<b>5,254,590</b>	<b>(255,033)</b>	<b>6,902,672</b>
Salaries & Wages	179,414	121,819	1,723,005	1,465,478	257,527	2,390,975
Employer Costs	52,574	48,996	451,157	456,576	(5,418)	608,878
Payroll Taxes	13,135	0	129,890	108,193	21,697	173,281
Other Employer Costs	13,114	10,769	121,227	107,271	13,956	161,318
Pension Expense	30,887	23,860	284,245	234,426	49,819	385,443
Tuition Reimbursement	0	0	1,435	0	1,435	2,870
<b>Total Employee Services</b>	<b>289,124</b>	<b>205,444</b>	<b>2,710,959</b>	<b>2,371,944</b>	<b>339,016</b>	<b>3,722,765</b>
Clerical Services	13,850	5,222	124,800	106,374	18,426	166,350
Recruitment	1,505	565	13,545	11,657	1,888	18,060
Travel/Meetings	2,240	36	16,660	9,160	7,500	21,880
Office Supplies	2,470	3,389	22,230	26,465	(4,235)	29,640
CWRS Contract Charges	52,662	52,393	473,962	466,099	7,863	631,949
Mail Machine Lease	0	695	2,100	2,086	14	2,800
Copy Machine Maintenance	1,520	856	13,680	13,209	472	18,240
Insurance	12,247	11,800	110,219	106,674	3,545	146,958
Postage	1,500	2,211	13,500	17,243	(3,743)	18,000
Telephones	4,120	1,210	37,080	33,320	3,760	49,439
Memberships	1,330	0	16,275	12,587	3,688	19,325
Audit	0	0	16,275	0	16,275	16,275
Legal	17,967	10,204	77,050	68,681	8,370	130,950
Training/Safety	3,000	1,804	37,900	18,875	19,025	53,200
Community Communications	100	0	8,000	434	7,566	13,700
Equipment Maint	50	0	3,400	854	2,546	3,550
Consulting	17,533	15,313	137,050	63,900	73,150	187,400
CIA Ditch Operations	250	0	2,250	2,244	6	3,000
<b>Total Administrative Services</b>	<b>132,344</b>	<b>105,698</b>	<b>1,125,976</b>	<b>959,862</b>	<b>166,116</b>	<b>1,530,716</b>

Description	Period Budget	Period Actual	YTD Budget	YTD Actual	YTD Budget (Over)/Under	Annual Budget
Uniforms	1,430	1,116	13,070	9,982	3,088	17,560
Equipment Repairs	400	170	3,600	4,197	(597)	4,800
Building/Grounds Maint/Pest Cntr	2,665	3,661	24,235	34,312	(10,077)	32,315
Bar Codes	0	0	6,900	5,125	1,775	6,900
Vehicle Maint	3,750	3,584	33,750	31,992	1,758	45,000
Vehicle Fuel	3,250	3,420	34,025	31,724	2,301	47,000
Vehicle Lease	397	370	3,571	2,905	666	4,762
Off Duty Sheriff	0	0	8,000	7,907	93	8,000
Power	22,900	34,202	234,345	245,450	(11,105)	297,320
Information System Maint	11,824	12,039	106,417	98,465	7,952	141,889
Supplies	2,575	1,746	23,175	20,700	2,475	30,900
Equipment Rental	650	0	8,850	1,196	7,654	13,800
Road Paving	2,000	1,157	18,000	12,257	5,743	24,000
Maintenance/Repairs	25,700	11,042	216,000	310,071	(94,071)	300,700
Non-routine Maint/Repair	3,000	12,188	27,000	12,188	14,812	36,000
Permits	0	0	6,000	5,692	308	6,000
Chemicals	1,000	3,727	113,650	79,343	34,307	167,250
Chemicals - T&O	0	0	6,500	5,944	556	11,000
Lab Tests	2,250	1,092	20,250	32,639	(12,389)	27,000
Removal (Hazardous Waste)	0	0	10,000	8,131	1,869	10,000
Permits	0	7,186	60,800	75,200	(14,400)	75,300
Tools	2,300	3,079	9,300	8,288	1,012	14,800
Dam Inspection Costs	0	0	0	0	0	63,500
Water Meters/Boxes	3,000	2,628	27,000	42,723	(15,723)	36,000
Drainage Improvements	1,500	0	2,000	0	2,000	5,150
<b>Total Operational Costs</b>	<b>90,591</b>	<b>102,407</b>	<b>1,016,438</b>	<b>1,086,431</b>	<b>(69,993)</b>	<b>1,426,946</b>
Miscellaneous	6,971	0	79,487	61,635	17,853	100,900
Admin Contingency	0	0	16,262	18,279	(2,017)	35,000
Director Exp/Reimbursements	450	10	4,050	3,539	511	5,400
Director Meeting Payments	1,500	0	13,500	7,400	6,100	18,000
Conservation	600	494	11,320	8,212	3,108	13,260
SACTO Regional Water Authority	0	0	15,000	9,279	5,721	15,000
SCGA Ground Water Authority	0	0	10,000	11,000	(1,000)	10,000
Interest Expense	2,127	1,128	18,135	15,021	3,114	24,684
<b>Total Other Expenses</b>	<b>11,648</b>	<b>1,632</b>	<b>167,754</b>	<b>134,365</b>	<b>33,390</b>	<b>222,244</b>
<b>Total Operating Costs</b>	<b>523,707</b>	<b>415,181</b>	<b>5,021,127</b>	<b>4,552,602</b>	<b>468,529</b>	<b>6,902,671</b>

.FY19-20.CSD.BUDGET-ACTUAL MO\_YTD  
DETAIL BY FUND



# MEMORANDUM

**Date:** April 8, 2020  
**To:** Board of Directors  
**From:** Jeffery Werblun, Security Chief  
**Subject:** Security Update Report for the Month of March 2020

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## OPERATIONS UPDATES

We had brought forward the changes to the Security Code along with a draft Ordinance to adopt the changes and edits to the Security Committee in January and February. It was sent back to Committee for further discussion in March.

CPR/First Aid refresher training was held on March 10 and 11 and Customer Service Training will be held on April 30. Following the CPR training, we held a patrol team meeting.

We are looking into the options and pricing for AED's (Automatic External Defibrillators). Our recommendation is three devices, one at the CSD Administration Building, and one in each patrol vehicle.

## INCIDENTS OF NOTE

March 1, between 0215 and 0445 a.m., The mini-storage lot on Cantova Lane was broken into. The suspects cut the fence between the storage lot and the FAA building, entered the yard, cut the chain on the automatic entrance gate so it could be pushed open, and drove a vehicle into the lot. Once inside the lot, the suspects entered several storage units and broke into several vehicles. They attempted to steal at least one trailer and stole a Chevy Suburban. Patrol had just driven through the area and checked the storage lot around 0200 hours. There was a surveillance video that captured a possible suspect vehicle and showed two suspects in the lot. SSD responded and took the reports. Additional victims turned up later in the day. They were referred to SSD for follow up. The video was also given to SSD.

March 6 at 0422 am, Dispatch received a phone call from the Airport management staff that reported a break-in, in progress, at the storage lot. Management stated that they received an alert from their surveillance camera system, and they could see two suspects in the storage yard. Management called SSD and then us. When management arrived, the suspects fled back over the fence and got into a Chevy Suburban and drove away. Management followed them and then lost sight of them on Cantova Ln.

Officer Tyer arrived and spoke to management. He then began checking the Murieta Village. He saw two subjects that matched the suspect description walking in the Village. The suspects saw Officer Tyer and ran away. They jumped over the wall and went towards the Plaza. Officer Tyer checked the area and did not locate the suspects. He returned to the Village and resumed checking the area. He discovered that the emergency entrance/exit gate into the Village, on Cantova Ln., had been smashed open. Officer Tyer located the Chevy Suburban parked on Nachez Ct. It had tools in it, and the steering column was "peeled," indicating the vehicle was probably hotwired and stolen.

Airport management met with Officer Tyer on Nachez Ct. and identified the Suburban as the suspect vehicle. SSD arrived on scene and verified the Suburban was stolen and it was the same one that was taken on March 1 from the Cantova Ln. Storage lot.

The suspects cut the barbed wire on the top of the fencing at the Airport storage lot and climbed the fence. They then cut the chain to the drive-through gate to drive into the storage lot, as they had on the Cantova Ln. gate, but this gate would not open due to an additional locking mechanism. The suspects had attempted to steal a cargo trailer that was loaded with tools and equipment before they were chased off by airport management.

Later in the morning, Sgt. Tompkins met with airport management. They had a good clear video of the suspects which they turned over to SSD. Sgt. Tompkins then went to the OE3 training facility and spoke to their management to see if their cameras possibly captured any suspect information. He learned that the OE3 had also been broken into; they had not reported it yet. In that case, the suspects tried to steal a van. They broke into a metal storage container. They also smashed through a wall and got into a shop building. SSD was still on scene at the airport, so he notified them about the OE3. SSD CSI processed all the scenes and the Chevy Suburban for evidence. In the afternoon, a resident discovered a jacket in the bushes in his front yard on Poncho Conde Cir. The jacket matched as one that one of the suspects was wearing that ran from Officer Tyer. SSD CSI was dispatched to collect the jacket as evidence.

The Airport Management wanted to commend Officer Tyer for his actions on this call.

March 17, at 0109 pm, Officers responded to assist Water Dept. Staff with trespassers in the aeration area of Chesbro Reservoir. Two male juveniles, both 15 years old, climbed over the fence that was marked, "No Trespassing," into the aeration pump station area so they could go fishing. They were escorted out of the fenced-in area by Water Dept. Staff and waited for Patrol to arrive. When the Officers arrived, the juveniles were uncooperative and refused to identify themselves. SSD was requested to respond to investigate the trespassing with possible additional charges. Eventually, the youths identified themselves, and they were determined to be guests of two different residents' that were not present. During the investigation, both parents of one of the juveniles rode up on bicycles. They had been on a bike ride around the lakes and on the trails. They stopped to see what was occurring with their son. The parents were also guests and were without the resident. The parents were told of the trespassing and of the rules regarding back lakes for both juveniles and themselves since they were alone as well. The parents left. SSD arrived and determined that a firm reprimand was the best course of action and released the juveniles. Patrol issued citations to the residents for guests without residents in the back areas. The juveniles did no damage.

## **CONTRACT SECURITY**

We are still using PDF on a limited basis for the gate.

## **JOINT SECURITY MEETING**

The meeting has been postponed due to the Covid-19 issues.



**2019 RMA Rule Violations Enforcement by CSD**

<b>Violation</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Total</b>
Back Area w/o Resident				1	2	1	1		1	1			7
Basketball Standard											1		1
Barking Dog	14	10	9	12	6	5	11	10	16	15	13	8	129
Open Garage Doors		1	6	8	8	8	1	12	3	4	3	9	63
Curfew							1	1					2
Driveway Parking									1				1
Fishing License/Fish & Wildlife				2									2
Guest Parking								1	1				2
Loose/Off Leash Dog	8	4	13	2	3	7	4	6	8	9	3	3	70
Motorcycle North Streets				1									1
Overloaded Golf Cart										1	1		2
Overnight Street Parking			3					1					4
Park Hours	1			3	16	8	4	2	4	10	2	3	53
Speeding	12		5	4	3	1	1	4	6	7		3	46
Stop Sign	3	1	1						1				6
Unauthorized Vehicle											1	1	2
Unlicensed Driver	1	2	1	1		2		1	4		1		13
Unsafe Driving	5	2	5	2	1	4	5		2	2	4	2	34
Intereference									1				1
Gate Refusals	16	47	29	43	66	59	75	39	23	20	59	24	500
<b>Total</b>	<b>60</b>	<b>67</b>	<b>72</b>	<b>79</b>	<b>105</b>	<b>95</b>	<b>103</b>	<b>77</b>	<b>71</b>	<b>69</b>	<b>88</b>	<b>53</b>	<b>939</b>

**2020 RMA Rule Violation Citations by CSD**

<b>Violation</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Total</b>
Back Area w/o Resident			3										
Basketball Standard		1											1
Commercial Vehicle Signage													
Construction Hours/Days													
Curfew			2										2
Driveway Parking	31	19	1										51
Fishing License/Fish & Wildlife													
Guest Parking		5	2										7
Loose/Off Leash Dog													
Motorcycle North Streets													
Overloaded Golf Cart													
Overnight Street Parking	6	5	3										14
Park Hours	5	5	6										16
Speeding	3	14	15										32
Stop Sign			4										4
Unauthorized Vehicle	1	5	1										7
Unlicensed Driver	1	2											3
Unsafe Driving	1												1
Intereference													
Parking Citations													
Warning Notice	3	3	5										11
<b>Total</b>	<b>48</b>	<b>56</b>	<b>37</b>										<b>141</b>

**2019 RMA Rule Violation Citations by CSD**

<b>Violation</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Total</b>
Back Area w/o Resident				1			1			3		1	6
Basketball Standard								8	4	1	2	1	16
Commercial Vehicle Signage								2	2				4
Construction Hours/Days													
Curfew						1							1
Driveway Parking	30	5	2		20	24	8	60	30	21	18	18	236
Fishing License/Fish & Wildlife													
Guest Parking											1		1
Loose/Off Leash Dog		1						1					2
Motorcycle North Streets										1			1
Overloaded Golf Cart													
Overnight Street Parking	7	9			4	19	5	29	7	17	13	4	114
Park Hours					2	6	6	8	15	4	4		45
Speeding	39	39	5	4	7	16	17		13	10	5	2	157
Stop Sign	6	7	1	1	1			2	6	3	1	16	44
Unauthorized Vehicle								1			1	2	4
Unlicensed Driver							1	1					2
Unsafe Driving	1				2	2							5
Intereference													
Parking Citations			12	13	3		1		2	7	2	1	41
Warning Notice							2		4				6
<b>Total</b>	<b>83</b>	<b>61</b>	<b>20</b>	<b>19</b>	<b>39</b>	<b>68</b>	<b>41</b>	<b>112</b>	<b>83</b>	<b>67</b>	<b>47</b>	<b>45</b>	<b>685</b>



## Rancho Murieta Community Services District

### Most Common

### RMA Rule Violation Sections Enforced by RMCSD Security Department

RULE I SECTION 5: IDENTIFICATION

RULE I SECTION 6: INTERFERENCE WITH CSD/RMA EMPLOYEE

RULE II SECTION 1: USE OF STREETS

RULE II SECTION 2: UNLICENSED DRIVER

RULE II SECTION 3: SPEED LIMIT VIOLATION

RULE II SECTION 4: ENHANCED SPEED

RULE II SECTION 5: STOP SIGN VIOLATION

RULE II SECTION 6: BUS STOP

RULE II SECTION 8: NO BARCODE

RULE II SECTION 9: TRAILERS AND COMMERCIAL VEHICLE PARKING

RULE II SECTION 10: OVERNIGHT STREET PARKING

RULE II SECTION 11: STORING OF VEHICLES

RULE II SECTION 12: MOTOR VEHICLE REPAIRS

RULE II SECTION 14: CARRYING OF PASSENGERS

RULE II SECTION 15: UNAUTHORIZED VEHICLES, NO 24 HR. PASS

RULE III SECTION 2: UNLEASHED PETS

RULE III SECTION 5: PET NOISE

RULE VI SECTION 1: COMMERCIAL SIGNAGE

RULE VII SECTION 6: BASKET BALL STANDARDS

RULE VII SECTION 9: NOXIOUS ACTIVITIES

RULE IX SECTION 1: GUEST WITHOUT RESIDENT

RULE IX SECTION 2: SWIMMING IN CHESBRO/CALERO

RULE IX SECTION 3: PARK HOURS

RULE IX SECTION 5: FISHING VIOLATIONS

RULE IX SECTION 6: FIREWORKS

RULE IX SECTION 8: SKATEBOARDING/SCOOTERS

RULE IX SECTION 9: CURFEW

RULE IX SECTION 10: VANDALISM

RULE XIII SECTION 1: DRIVEWAY PARKING

ARTICLE VII SECTION 12(B): GUEST PARKING

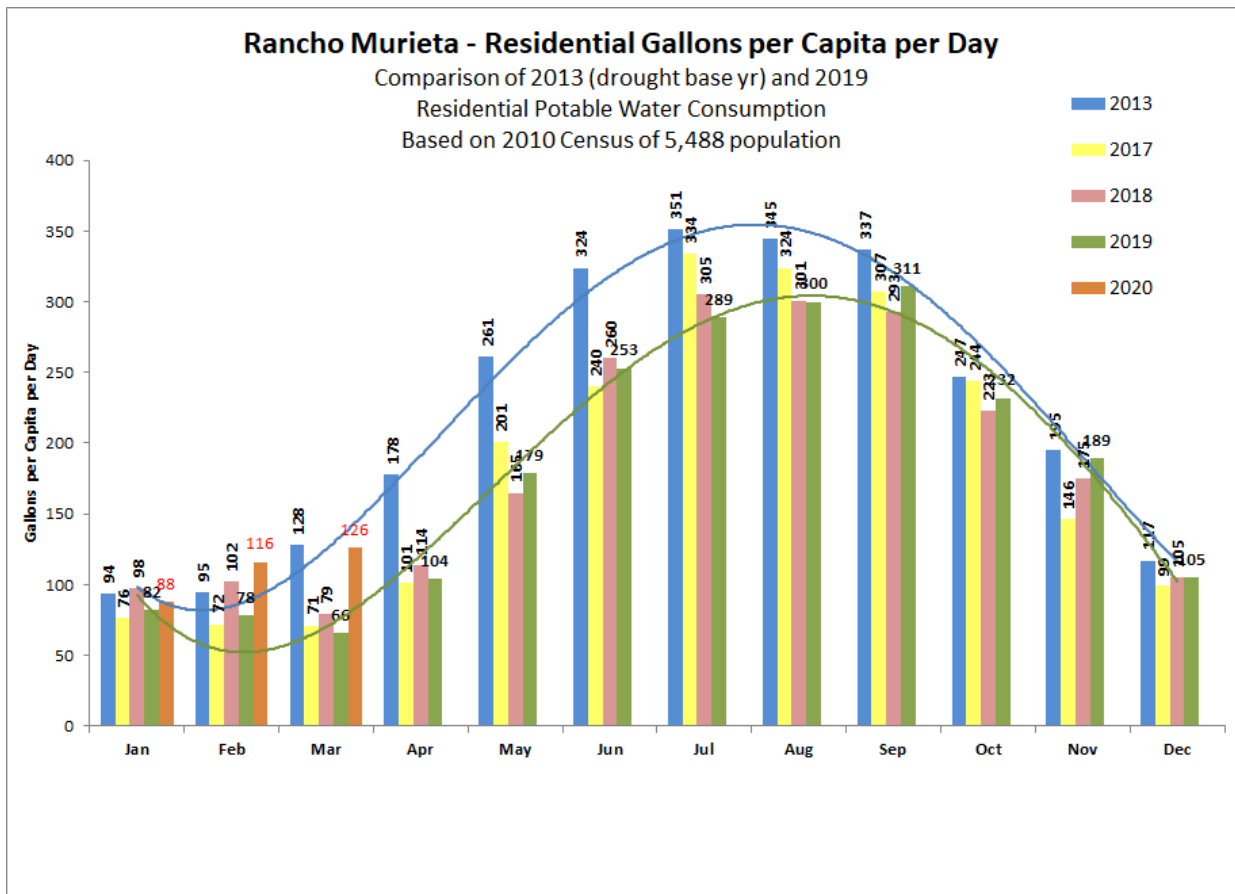
ARTICLE VII SECTION 13: BON FIRE

# MEMORANDUM

**Date:** April 8, 2020  
**To:** Board of Directors  
**From:** Paul Siebensohn, Director of Field Operations  
**Subject:** Utilities Monthly Update

## WATER TREATMENT

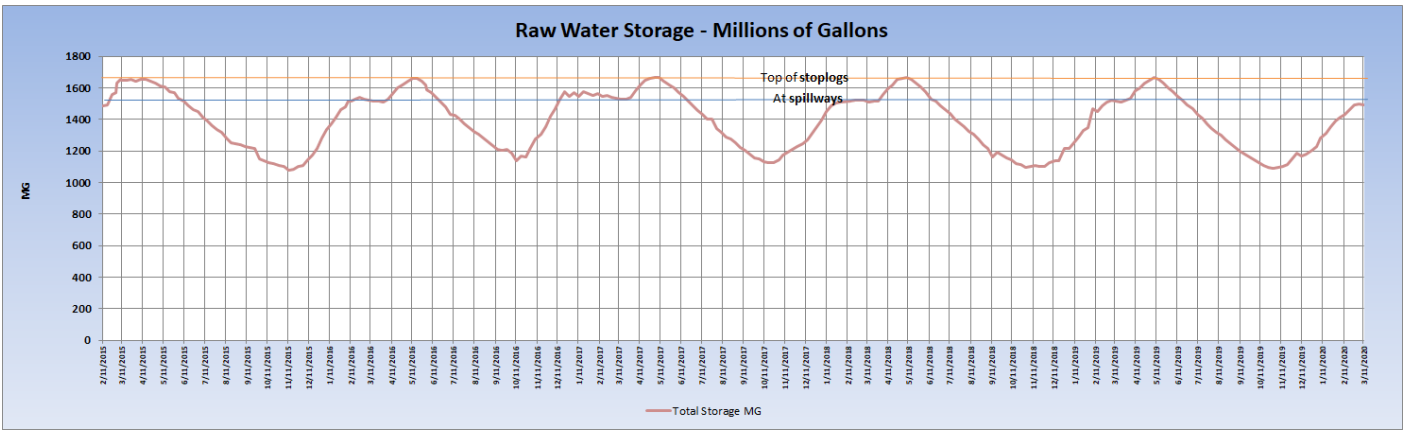
Water Treatment Plant (WTP) #2 continues to be in sole operation with its water production setpoint lowered down to 1.0 million gallons per day (mgd) from 1.5 MGD, currently producing an average of 0.97 mgd. Production was higher than average this past March 2020 at 31.3 million gallons (96 acre-feet). Plant #1 remains off, with staff getting it setup to be back in operation in anticipation of increasing demands. Gallons of production per connection was 368 gallons per connection per day for March. Gallons of water used per capita per day were 126 vs. 128 in 2013, a 1.5% decrease in use in the base comparison year of 2013 as shown in the updated graph below.



## WATER SOURCE OF SUPPLY

On March 5, 2020, all raw water storage for Calero, Chesbro, and Clementia Reservoirs volume measured 1,314.6 million gallons (4,034.6 acre-feet). The volume for Calero and Chesbro alone totaled 1,030 million gallons (3,161.6 ace-feet). No rainfall was received in March and evaporation measured at 3.46 inches. A graph of the raw water storage volumes is shown below.





On April 15<sup>th</sup> we'll be permitted to install the stop logs in the reservoir spillways at Calero, Chesbro, and Clementia to begin filling them further, as permitted by the Department of Safety of Dams.

**DROUGHT OUTLOOK**

Recent rainfall and snowpack have eliminated any of our concerns regarding drought this year. The District reservoirs are full to the spillways.

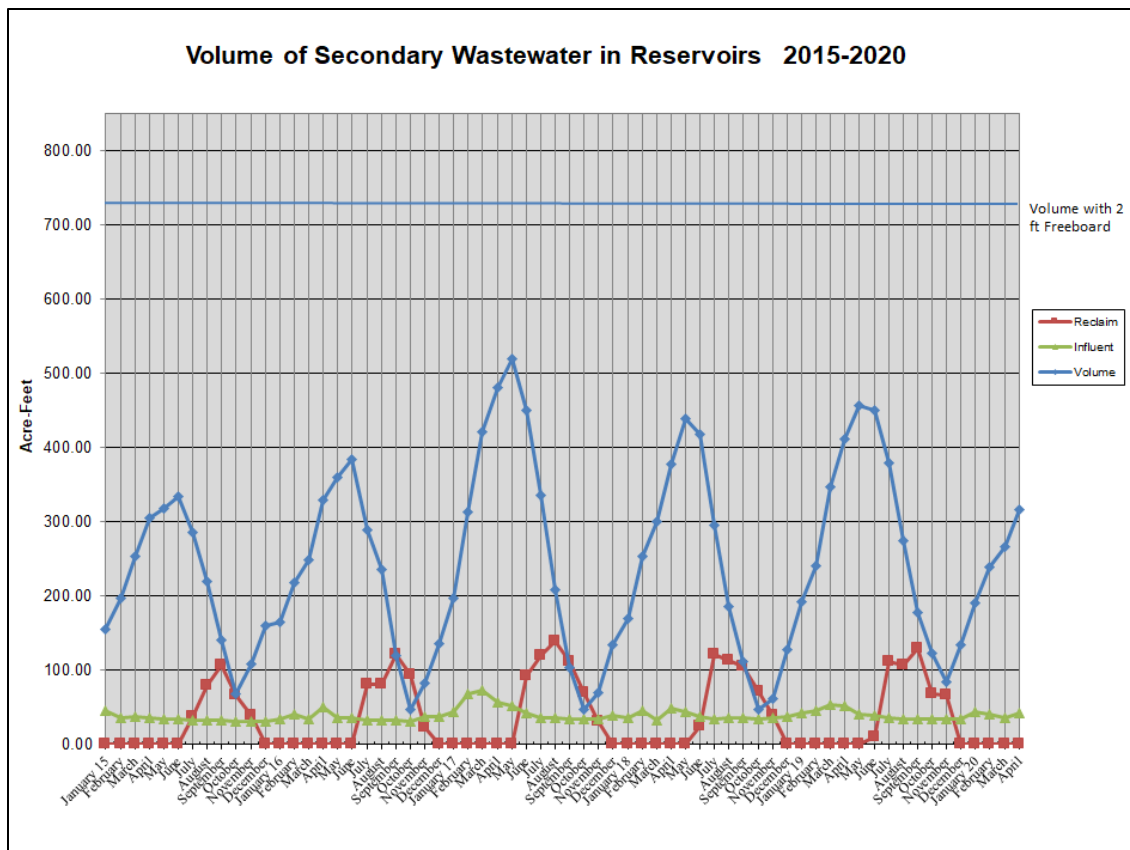


*Photo of Clementia spillway 4/7/2020*

**WASTEWATER COLLECTION, TREATMENT, AND RECLAMATION**

For March, the influent wastewater flow averaged 452,548 gallons a day, for a total of 14.03 Million Gallons (MG), (43.06 acre-feet [AF]). This is approximately 172 gallons per day (gpd) per sewer connection. On March 4, 2020, secondary wastewater storage measured 103.2 MG (316.8 AF), of which 98.4 MG (301.9 AF) is usable for reclamation due to dead storage. The Wastewater Reclamation Plant remains off for the season and is being readied for operation.

Below is a graph of the recent secondary wastewater storage volumes as of April 2, 2020.



**SEWER COLLECTION**

Operations staff is experiencing continuing issues with its twenty-nine year old control system at its 6B sewer lift station and are looking to have it replaced. *This has been added as a separate item in the Board packet.*

No issues within the District’s sewer collection lines occurred this past month. Utility staff cleaned 750 feet of sewer line and CCTV’d 80’. Utility staff also replaced an old sewer force main air release valve (ARV), that was no longer functioning, on the line running from the Main Lift South sewer pump station to the Wastewater Plant. Work included installing a new box around the ARV to make it accessible for future maintenance.

**DRAINAGE**

There were no issues with the drainage system in the month of March. Stormwater best management practice inspections occurred on March 12. The entire drainage system was inspected for issues prior to forecasted rain on 16 and 17.

**WATER METERING AND UTILITY STAFF WORK**

In March 2020, four (4) ¾ inch meters and two (2) one inch meters were replaced as part of water metering maintenance. Also completed were twelve (12) Underground Service Alert marking and twelve (12) utility star service orders for the administration department, which included one (1) inspection for a rebate.

Staff had ten (10) homeowner calls for various water complaints that were called into Utilities Department this last month. Five (5) were high usage complaints determined to be from beginning irrigation, two were irrigation water leaks for the homeowners to repair and the others were due to irrigation use, and the rest simple requests to shut off the water supply so leaks could be repaired on the homeowner side of the system.

There was one (1) water leak in the month of March that was repaired, along with replacement of an adjacent water line for proactive maintenance. Utilities staff also replaced fifteen (15) air/vacuum release valves in the water distribution system as part of proactive maintenance. The new units installed are smaller, stronger, lighter, polymer-based air/vacuum valves that are also serviceable in the field, vs old cast iron units that were rusting and functioning poorly.

## **PROJECTS**

### **Development**

#### The Retreats East and North

No new update.

#### Rancho Murieta North – Development Project

This project continues to be on hold with Sacramento County, and therefore on hold with the District. The development meeting that would normally occur to discuss this project and the developer's other projects was postponed due to recent concerns with COVID-19, therefore there is no information to update. In late March, RMCS D received a letter from RMA's attorney calling attention to the fact there is an easement agreement between the RMA and RMCS D whereby the RMCS D is granted an easement over RMA lands to store water for treatment. Although RMCS D has already made clear that District drainage plans do not allow for discharge into the reservoirs, RMA further contends the easement agreement between RMA and RMCS D also disallows drainage discharge into the reservoirs. District legal counsel has reviewed the easement agreement and has found the agreement to be silent on the topic of drainage into the reservoir easements and therefore not of impact to the drainage plans submitted by the developer. Nevertheless, Coastland has been instructed to amend its earlier comments to the County to bring the easement agreement to light, place that agreement in the record, and put on record the requirement for the developer to not propose development plans that would put the District out of compliance with the easement agreement.

#### The Murieta Gardens – Highway 16 Off-Site Improvements

It was discovered that the project began commercial sign installation by drilling holes near the CIA ditch piping, despite not having provided plans for the District to review. The District responded that the project is then at risk for any further work without District review and approval. At the District's direction, Coastland provided a detailed letter of concern to the developer and related parties as it impacts District and CIA easements. It is included after this memo.



*Photo of one of the three signs.*

Coastland has also sent the project a letter regarding this project to informing John Sullivan that the Highway 16 project has not been accepted by the District along with a list of reasons.

#### MG - Lot 4&5

Limited work requiring District oversight occurred in March a water line installation for Lot 5, pressure test, and site inspection for storm water best management practices.

#### MG - Murieta Marketplace

On March 11 Coastland provided and reviewed a punchlist of relatively minor items of what was left to be done with the project contractors. District staff installed a 2-inch water service meter for the Bel Air in the proposed place of where a 3 inch water meter was proposed to be at the request of the project. An issue arose with the placement of a monument sign at the Murieta Marketplace that falls within the CIA ditch right of way and could impact long-term CSD's cost to maintain the CIA ditch. This is being discussed as a separate standalone item within this agenda.

#### MG -Lot 10 (PDF Office)

Coastland provided submittal plan check comments back to the project.

#### MG – Lot 11 (Gas Station/carwash)

Coastland provided submittal plan check comments back to the project. There is a concern with the project's request to downsize their originally proposed water meter size of 2 inch down to 1 inch to avoid District fees as the water supply is needed for a Circle K gas station with carwash and a subway.

#### The Murieta Gardens II – Infrastructure

No update.

#### FAA Business Park

Site plans have been reviewed and signed-off by Coastland Engineers and have been provided back to the project. Work for the project began again. An issue arose with an existing irrigation system line stub encroaching into the project where they want to tie-in to the District's water system. The project is proposing to cap off the stub further back towards the street without affecting the irrigation system loop.

#### Riverview

The project reports that their first phase final map was approved by Sacramento County for their phase 1 of the park and drainage sites that extends their tentative map three years. They are working on completing and seeking approval for their phase 2 final map, which will include the first 30 residential lots.

#### The Residences of Murieta Hills East

Staff continue to work with District Legal Counsel to confirm the responsibilities of 670 Financing and Services Agreement (FSA) landowners.

### **District Projects**

#### Water Plant #1 Effluent Pump replacements

The contractor has placed the order for the replacement pumps. The manufacturer noted 12-14 weeks before delivery. Once delivered the contractor will coordinate with us to schedule the work for replacement.

#### Water Rights Renewal

No update.

#### Recycled Water and Untreated Water Fee Study

No update.

Chlorine Gas to Sodium Hypochlorite (bleach) conversion

Burlingame Engineers provided the engineering design of two Sodium Hydroxide tanks to be installed for our review. We provided comments back on the design that needed to be added before being released for production.

Utility staff did an outstanding job with forming and pouring of a new secondary containment wall, shown in photos below with arrow pointing out the newly poured wall. Once the weather stays warm and dry, staff will apply an epoxy coating the interior of the containment area.



Staff have also cleaned out of the chemical feed room of old equipment and debris and applied an epoxy coating to the cement flooring, shown in the photo below.



They are also working on excavating for the extension of the chemical feed trench boxes to be installed to the chemical tanks. The trenches are on order, but there is currently no time for delivery given.

#### West DAF Electrical Panel Replacement

*This is a separate item in the packet.*

#### Chesbro Aeration Protection

Staff installed the buoys around the aeration system which surrounds the water plant's intake. They also posted signage at the boat ramp as an additional warning to boaters on the Chesbro reservoir.

#### Dam Inundation Mapping and Emergency Action Plans

Dominichelli & Associates have provided an initial draft of the Emergency Action Plans (EAPs) needed for our Chesbro, Calero, Clementia, and Michigan Bar dams. They are currently under review and being updated with pertinent District information. Once completed, they will be submitted to the Office of Emergency Services for their review, comment and possible acceptance.

#### Dry barrel fire-hydrant replacements

Staff obtained three hydrants as part of the capitol project to replace ten (10) dry-barrel fire-hydrants in the District. The installation of these is on hold due to social distancing requirements and the need for multiple staff to work together when installing the hydrants.

---

### **COVID-19 & Social Distancing**

I had Operations staff meet and work at the Wastewater facility's old security room, vs where they'd normally meet at the warehouse with Utility and maintenance staff. I have also had their schedules adjusted to 4 – 10 hr. shifts vs 5 – 8 hr. shifts, to limit the amount of overlap that would normally occur from 3 days down to 1 common day, Wednesday. Administration and ALA IT have been diligent in accommodating these changes to allow staff to work a separate work stations as much as possible.



# COASTLAND

CIVIL ENGINEERING - CONSTRUCTION MANAGEMENT - BUILDING DEPARTMENT SERVICES

**Date:** April 3, 2020

**To:** Mark Martin, General Manager, Rancho Murieta CSD

**From:** Laurie Loaiza, Coastland Civil Engineering

**cc:** Paul Siebensohn, Director of Field Operations, Rancho Murieta CSD  
Dane Schilling, Coastland Civil Engineering

**Subject:** Monument Sign Easement Encroachment – Murieta Marketplace

---

As requested, please find below a summary outlining the background and issues for the sign encroachment on the CIA ditch easement adjacent to Murieta Marketplace project.

- March 13: The District was verbally informed by the project Developer, John Sullivan of Cosumnes River Land (Developer), that at least one of the monument signs for Murieta Marketplace may have a CIA easement encroachment issue. A submittal package was requested, and the District was told that the sign issue would be addressed during the scheduled March 16 Developer's meeting. The meeting was subsequently cancelled by the Developer without additional follow up regarding the monument signs or a submittal package.
- March 24: After District inquiry, a sign submittal package was sent to District attention. However, construction efforts had already begun at that time without District approval. As stated in District General Manager's email on March 24, the project was put on notice that continuing with construction is at Developer's own risk.
- March 27: Coastland, as District Engineer, reviewed the submitted plan package and provided a Comment letter to Developer outlining District's concerns with the sign placement and easement encroachment. In particular, Monument Sign B (see exhibit) fully encroaches on the District easement and is positioned almost completely on top of the CIA pipeline.
- March 27: John Sullivan (Developer) and Dane Schilling discussed the District concerns as follows:
  - The Developer will coordinate with the CIA to prepare and sign an agreement that would absolve the CSD of any future maintenance issues resulting from the construction of the monument signs, particularly the easement encroachments outlined in the March 26 comment letter.

**Santa Rosa**  
1400 Neotomas Avenue  
Santa Rosa, CA 95405  
Tel: 707.571.8005

**Auburn**  
11641 Blocker Drive, Ste. 170  
Auburn, CA 95603  
Tel: 530.888.9929

**Pleasant Hill**  
3478 Buskirk Avenue, Ste. 1000  
Pleasant Hill, CA 94523  
Tel: 925.233.5333

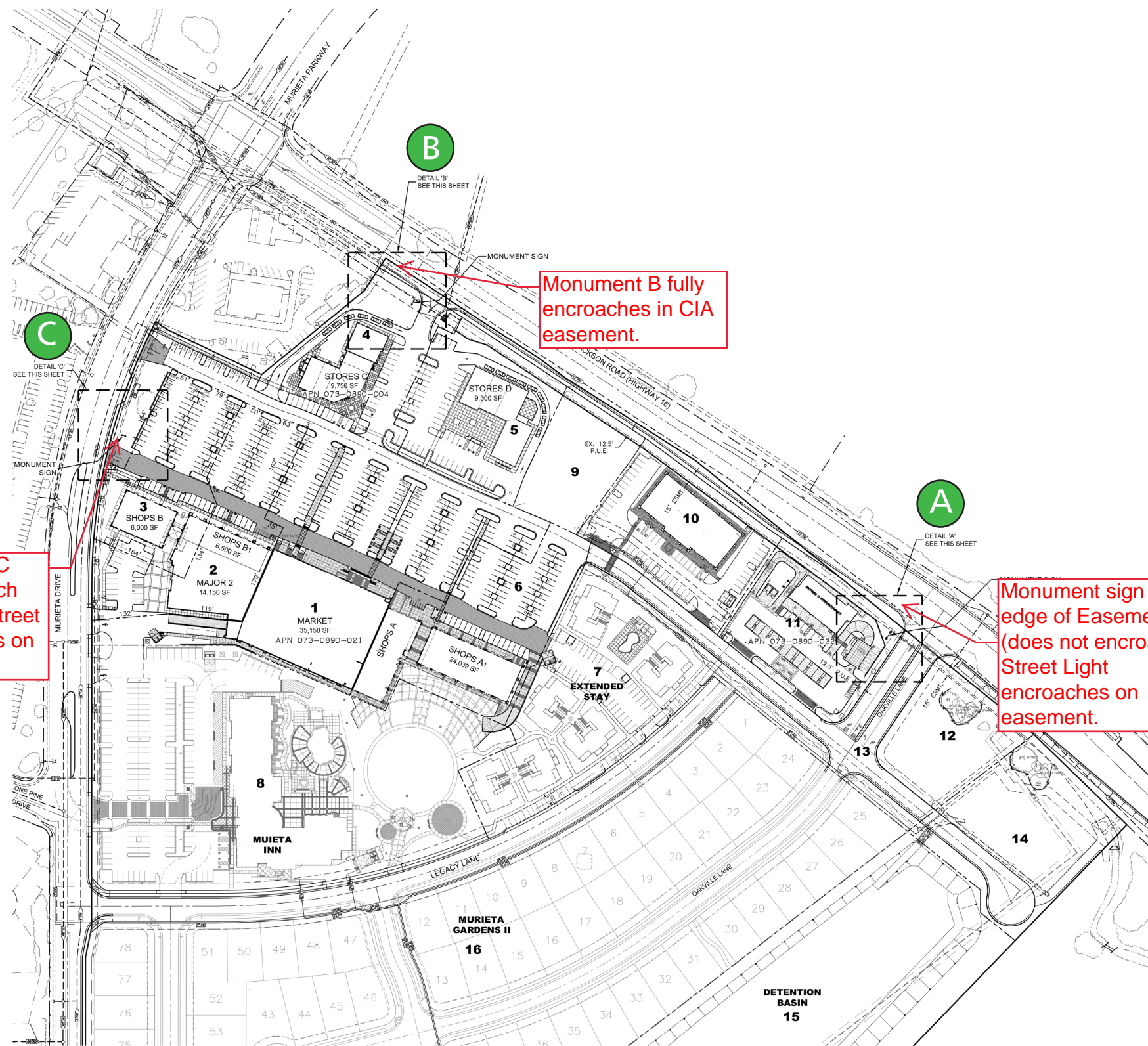
**Fairfield**  
324 Campus Lane, Ste. A  
Fairfield, CA 94534  
Tel: 707.702.1961



- Developer is not willing to move or alter Monument Sign A as it is out of the easement.
  - Developer is willing to move Monument Sign B back 4', which is less than the 8' requested.
  - On a side note, John Sullivan additionally mentioned that he thought there was an existing underground conduit 18-20 feet underneath the sign, which would compromise the sign if it needed maintenance. This is not shown on the plans and he promised to have his engineer (BWE) provide more information. No additional information has been received as of the date of this memo.
- April 3: Updated Comment Letter memo sent to CRL summarizing the March 27 conversation, and outlining District requirements to resolve the issue. A copy of this memo is attached for reference.



# Murieta Marketplace | Site Plan



Monument sign C does not encroach on easement. Street Light encroaches on easement.

Monument B fully encroaches in CIA easement.

Monument sign A on edge of Easement (does not encroach). Street Light encroaches on easement.



2939 Academy Way  
 Sacramento, California 95815  
 Tel 800. 927. 4762  
 Fax 916. 927. 2414  
[www.pacificneon.com](http://www.pacificneon.com)

Project No: **181045-12**  
 Account Executive:  
**Mike Behnke**

Project:  
**Murieta Marketplace**

Address:  
**7225 Murieta Drive  
 Murieta, CA 95682**

Drawn By:  
 Bruce Heller

- Date: 10.22.18
- Revision 1: 10.16.19
- Revision 2: 10.30.19
- Revision 3: 11.20.19
- Revision 4: 11.21.19
- Revision 5: 12.4.19
- Revision 6: 1.8.20

X  
 Customer Approval

**U.L. Listed**  
 Signs to be manufactured to U.L. Specifications and will bear the U.L. Label(s). The sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

**Electrical Circuits**  
 Customer to provide primary dedicated electrical circuit(s) with a separate ground to the electrical panel. L.E.D. Electronics to have a separate dedicated 120V complete circuit (No shared neutral). Common ground to electrical panel acceptable.

California Title 24 Compliant

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# COASTLAND

CIVIL ENGINEERING - CONSTRUCTION MANAGEMENT - BUILDING DEPARTMENT SERVICES

**Date:** April 3, 2020

**To:** John Sullivan, Cosumnes River Land

**From:** Dane Schilling, PE Coastland (District Engineer)

**cc:** Mark Martin, General Manager RMCS  
Paul Siebensohn, Director of Field Operations RMCS  
Laurie Loaiza, PE Coastland

**Subject:** Revised Development Review – Murieta Marketplace -- Monument Sign Plan Check Comments

This memo is an update to the March 27, 2020 Comment letter regarding the Monument Sign design plans by Pacific Neon submitted for review on March 24, 2020.

On March 27, 2020 the District concerns stated in the March 27 Comment Letter (attached) were discussed between Dane Schilling of Coastland and John Sullivan of CRL (Developer). This memo summarizes that conversation and provides additional District direction given that the requirements outlined in the March 27 comment letter will not be fully addressed.

1. The Developer will coordinate with the CIA to prepare and sign an agreement that would absolve the CSD of any future maintenance issues resulting from the construction of the monument signs, particularly the easement encroachments outlined in the March 27 comment letter.
2. This agreement will require that CRL/CIA assume all future maintenance impacts of the CIA facilities affected by the construction. Developer is to prepare the agreement for CSD review by staff and legal and approval if acceptable. All costs associated with this are to be paid by the Developer.

In exchange for the agreement discussed above, the District agrees to the following:

3. Monument Sign A will not be moved or altered as it is out of the easement.
4. Monument Sign B will be moved back 4', which is less than the 8' requested and still encroaches on the easement.
5. Street Lights will be left in place as shown on the plans.

The Developer mentioned an existing underground conduit 18-20 feet underneath the sign. This is not shown on the plans and the District does not have record of a utility at this depth. John is going to have the Engineer of Record (BWE) provide more information to the District.

**Santa Rosa**  
1400 Neotomas Avenue  
Santa Rosa, CA 95405  
Tel: 707.571.8005

**Auburn**  
11641 Blocker Drive, Ste. 170  
Auburn, CA 95603  
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Pleasant Hill, CA 94523  
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**Fairfield**  
324 Campus Lane, Ste. A  
Fairfield, CA 94534  
Tel: 707.702.1961



# COASTLAND

CIVIL ENGINEERING - CONSTRUCTION MANAGEMENT - BUILDING DEPARTMENT SERVICES

**Date:** March 27, 2020

**To:** John Sullivan, Cosumnes River Land

**From:** Dane Schilling, PE Coastland (District Engineer)

**cc:** Jeff Pearson, Poelman  
Mark Martin, General Manager RMCSO  
Paul Siebensohn, Director of Field Operations RMCSO  
Laurie Loaiza, PE Coastland

**Subject:** Development Review – Murieta Marketplace – Monument Signs  
1<sup>st</sup> Submittal Review Comments

Coastland has reviewed the documents for the above referenced project for conformance with the Rancho Murieta Community Services District Standards and Sacramento County Improvement Standards with regard to District maintained storm drain, recycled water, domestic water, and sewer improvements. Sacramento County is the lead agency and additional comments will also apply.

Submitted for Review on March 24, 2020:  
- Monument Sign design plans by Pacific Neon

## **Civil Improvement Plan:**

### **General Comments:**

- The District was verbally informed that the monument signs may have an encroachment issue on March 13<sup>th</sup>. A submittal package was requested, and the District was told that the signs would be discussed during the scheduled March 16<sup>th</sup> Developer's meeting. The meeting was subsequently cancelled by the Developer without additional follow up regarding the monument signs or a submittal package.
- After District inquiry, a sign submittal package was sent to the District on March 24<sup>th</sup> (apparently already approved by the County). However, construction efforts had already begun at that time without District approval or prior notice to the District. As stated in District General Manager's email on March 24<sup>th</sup>, the project is put on notice that continuing with construction is at Developer's own risk.
- Provide electrical drawing indicating how the monument will be powered.
- Provide foundation design (plans, details, calculations and geotechnical report) for District review.
- Recommend that the applicant use cast in drilled hole foundations (not spread footings) to minimize potential impacts to District maintained facilities during construction.
- Applicant will be required to establish a recorded agreement that memorializes the proposed encroachments, defines liability, establishes responsibility for additional costs

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Santa Rosa, CA 95405  
Tel: 707.571.8005

**Auburn**  
11641 Blocker Drive, Ste. 170  
Auburn, CA 95603  
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incurred by the District and requires relocation of signs at owner's expense for future pipe replacement or the addition of future pipes as deemed necessary by the District.

- Provide information regarding ownership of the proposed encroaching signs, such as if a business owners association will be responsible for the signs and how the underlying land will be owned or secured.
- All sign foundations shall be marked in the field by a surveyor and verified by the District before excavation begins. The District may require that District maintained facilities be physically located by potholing prior to excavation to determine actual location and depth. if the proposed foundations are in close proximity to District facilities.

#### **Monument Sign-Location A**

- Deepen the foundation nearest the pipe to a level at least 1-foot below the invert of the pipe to ensure no loads are not put on the pipe and that future excavation of the pipe does not compromise the sign foundations or require special measures to excavate the pipe.
- Note – it appears that a streetlight will be located within easement (an encroachment). The streetlight shall be constructed outside of the CIA easement.

#### **Monument Sign-Location B**

- The CIA pipe is 36-inch in diameter at this location and centered in a 40-ft easement. The proposed sign is located entirely within the CIA easement. The District's preference is to relocate the sign entirely out of the easement. Alternatively, the District would accept locating the sign to at least 8-feet away from the centerline of the pipe provided that the design shows a deepened foundation nearest the pipe to a level at least 1-foot below the invert of the pipe to ensure no loads are put on the pipe, and that future excavation of the pipe does not compromise the sign foundations or require special measures.

#### **Monument Sign-Location C**

- No District concerns with the monument sign as proposed.
- Streetlight appears to be encroaching on CSD 10-inch water main and should be relocated accordingly to establish proper clearances.

Please submit revised drawings as well as foundation design, calculations, geotechnical report and any other information pertinent to the District's review of the proposed monument signs. The District will endeavor to review and comment, or approve the project within five business days provided that all of the items above are adequately addressed.



Murieta Marketplace | Site Plan Enlargement



2939 Academy Way  
 Sacramento, California 95815  
 Tel 800. 927. 4762  
 Fax 916. 927. 2414

[www.pacificneon.com](http://www.pacificneon.com)

Project No: **181045-12**

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**Mike Behnke**

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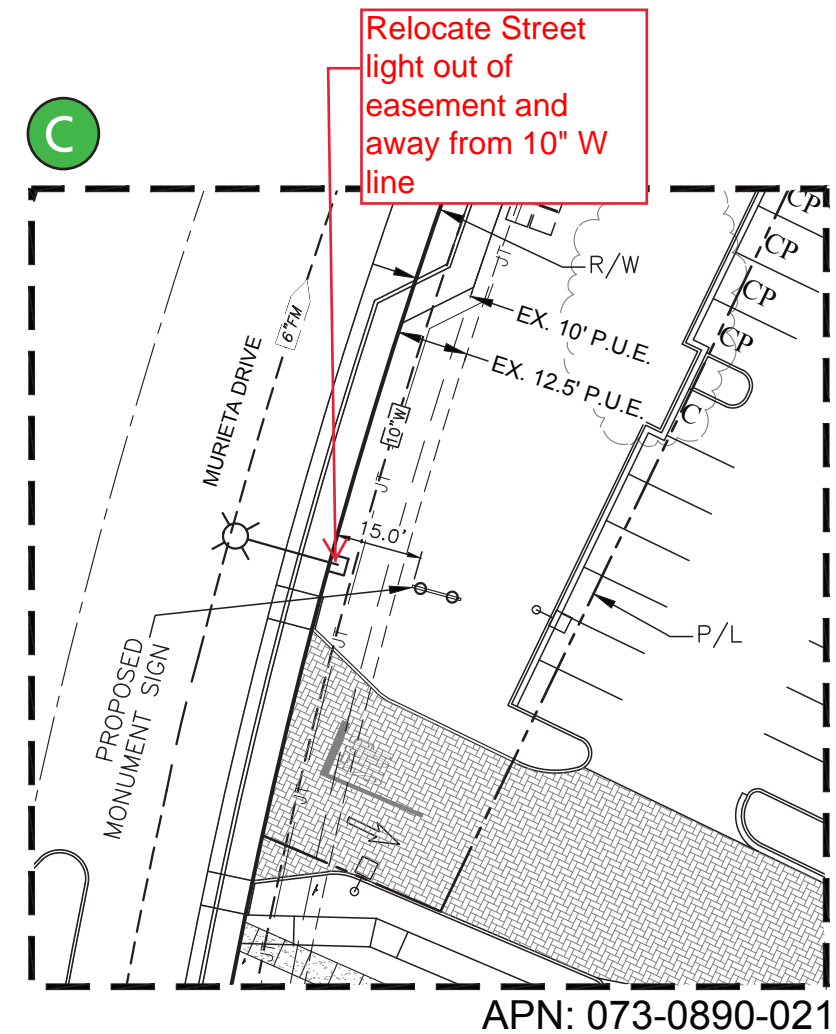
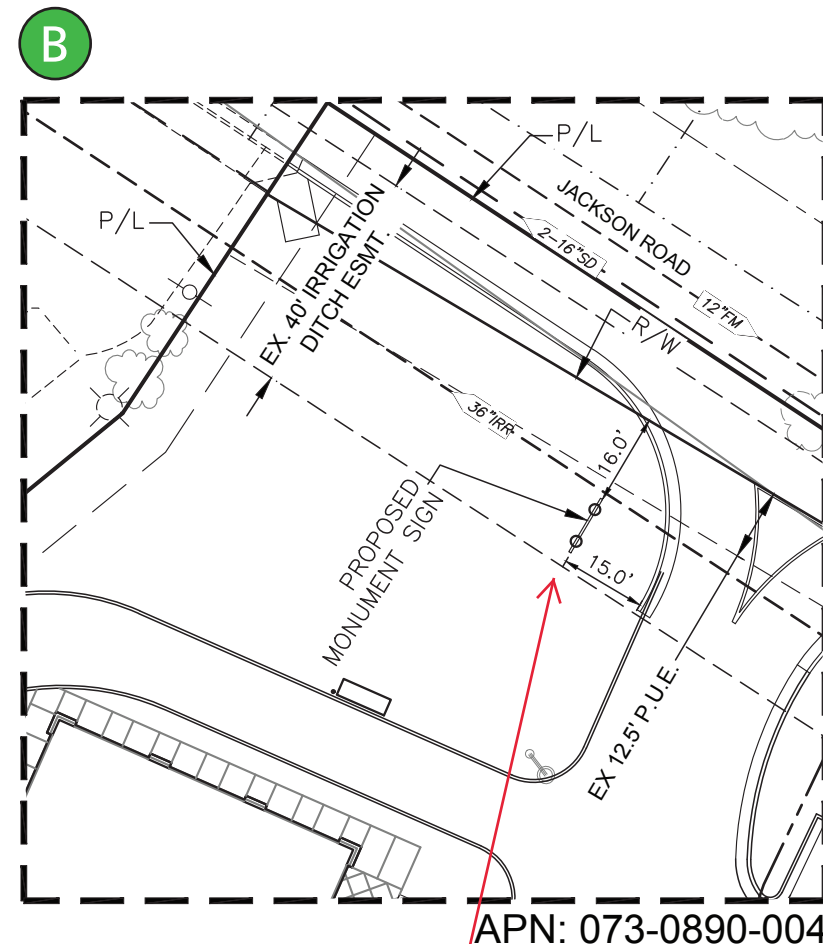
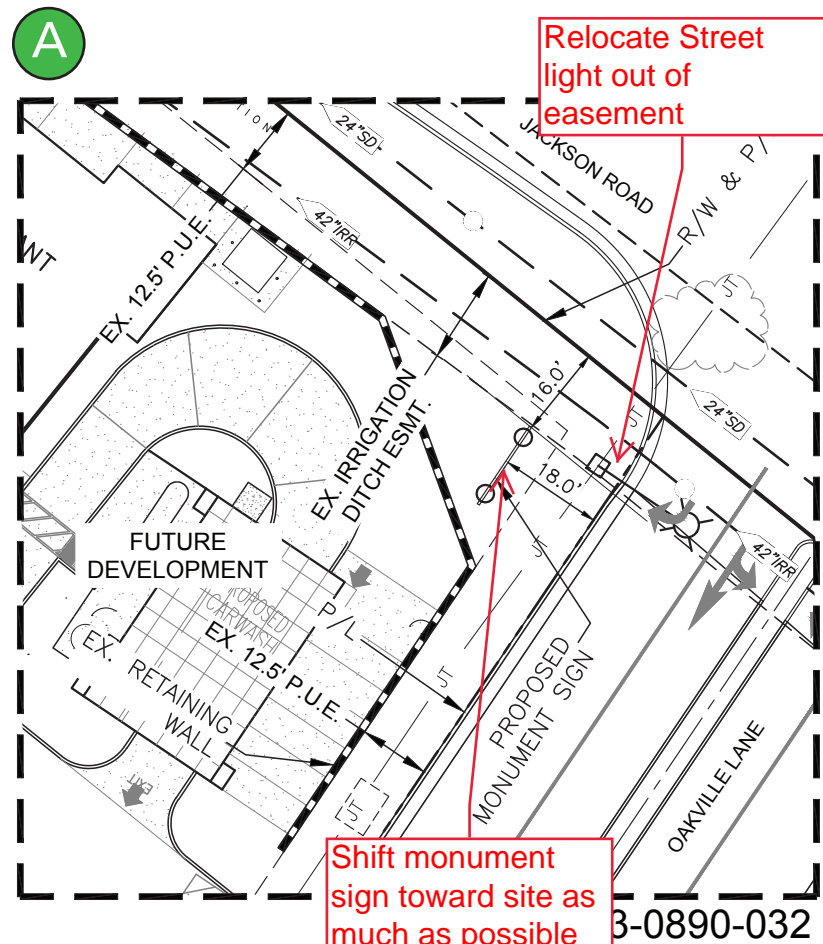
X  
 Customer Approval

U.L. Listed  
 Signs to be manufactured to U.L. Specifications and will bear the U.L. Label(s). The sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

Electrical Circuits  
 Customer to provide primary dedicated electrical circuit(s) with a separate ground to the electrical panel. L.E.D. Electronics to have a separate dedicated 120V complete circuit (No shared neutral). Common ground to electrical panel acceptable.

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## CONFERENCE/EDUCATION SCHEDULE

Date: April 6, 2020  
To: Board of Directors  
From: Amelia Wilder, 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)

2020 Special District Legislative Days	May 19 - 20, 2020	Virtual Conference
General Manager Leadership Summit	June 28 - 30, 2020	Olympic Valley, CA
<i>Mark Martin plans to attend the GM Leadership Summit</i>		
Annual Conference	August 24 – 27, 2020	Palm Desert, CA
Special District Leadership Academy	September 27 – 30, 2020	S. Lake Tahoe, CA
Board Secretary/Clerk Conference	October 26 – 28, 2020	Anaheim, CA
Special District Leadership Academy	November 15-18, 2020	San Diego, CA

### CALIFORNIA RURAL WATER ASSOCIATION

2020 Expo <b>CANCELED</b>	April 27-30, 2020	Lake Tahoe, NV
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# Rancho Murieta Community Services District

May 2020

## Board/Committee Meeting Schedule

May 5, 2020

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

May 7, 2020

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

May 20, 2020

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





**From:** Richard Gehrs <[rgehrs@outlook.com](mailto:rgehrs@outlook.com)>

**Sent:** Wednesday, April 8, 2020 2:00 PM

**To:** John Merchant <[jmerchant@rmcsd.com](mailto:jmerchant@rmcsd.com)>; Tim Maybee <[TMaybee@rmcsd.com](mailto:TMaybee@rmcsd.com)>; Mark Martin <[MMartin@rmcsd.com](mailto:MMartin@rmcsd.com)>; Tom Hennig <[thennig@rmcsd.com](mailto:thennig@rmcsd.com)>; Jeff Werblun <[jwerblun@rmcsd.com](mailto:jwerblun@rmcsd.com)>

**Cc:** [editor@murietavillage.com](mailto:editor@murietavillage.com); Les Clark <[lclark@rmcsd.com](mailto:lclark@rmcsd.com)>; Linda Butler <[lbutler@rmcsd.com](mailto:lbutler@rmcsd.com)>; Randy Jenco <[rjenco@rmcsd.com](mailto:rjenco@rmcsd.com)>

**Subject:** Re: Comments on CSD's proposed 2020-2021 budget and rates

After yesterday's finance committee meeting I'd like to add a few more comments.

I think that understanding the history of security in Rancho Murieta is very illuminating and may be critical in understanding this situation. I sense that this understanding may be lacking. So let me go through that history, with a few comments here and there.

Way back in the olden days, when Rancho Murieta was first being developed, Murieta Village was the first residential development. It was soon followed by subdivisions in the area that is now behind RMA's gate. At some point a gate was installed and the subdivision had a homeowners association - RMA. The gate was owned, controlled, and staffed by RMA. It was funded by charges by RMA to residents and developers within the RMA controlled area. RMA may have also provided some patrol services, or they may not have - I don't know either way. Murieta Village was not located behind the gate, and had no financial connection to the gate but Village residents were welcome through the gate.

In 1984 this changed. It changed because developers (PTF/RMPI) refused to pay the security charges and RMA had no way to collect that money. Consequently RMA requested CSD to become the provider of security services because CSD would be able to put tax liens on the developers' properties if they didn't pay their security fees. The sole motivation for this change was to be able to collect the money from the developers. Following an election in Rancho Murieta, CSD did indeed become the provider of security services, which include staffing the gate and, apparently, patrol services. This changed the scope of security within Rancho Murieta. Previously security only covered the area behind RMA's gate but now it included the whole district including Murieta Village. The ballot measure specified the initial fees which would be paid by lot owners. The fees would cover the cost of the services provided and specified a 2% limit on any annual increase in those fees. The residents outside the gate (Murieta Village) paid a fee that covered only the patrol services, while the residents behind the gate paid a much large fee that included both the cost of patrol services and the cost of staffing the gate. The gates

had previously been RMA's private gates which they completely controlled and the gates were operated solely for their benefit. That did not change when CSD became the provider of security services. And that has never changed. The only service provided by CSD related to the gates was the staffing of the gates and RMA residents paid a fee that covered the cost of that service.

At some point (it might have been in 1998) things changed again. Because of changes to state law it was necessary to change the 'fees' to 'taxes'. This was accomplished through a vote of the residents in Rancho Murieta. In practical effect absolutely nothing actually changed. Lot owners behind the gate paid taxes that covered both the cost of patrol services and staffing the gate while residents of the Village paid lower taxes that covered only the cost of patrol services. However, in reality, the change was actually very significant. No longer were the residents paying a fee for services provided. Now they were paying a tax and the money became 'public money'. In my opinion, at this point, the money that CSD was spending to staff RMA's gate was illegal as a 'gift of public funds' which is a violation of the California Constitution. The public money was being spent solely for the benefit of RMA - clearly a gift of public funds. But, probably nobody recognized this, and even if they did they probably didn't care because it worked - it worked exactly the same as it had worked before when everybody was paying a fee for the services that they received. RMA members paid their fees/taxes and Murieta Village residents paid smaller fees/taxes. But make no mistake about it: it was a gift of public funds. If that's the way it remained and that was all there was to it then I wouldn't care either.

But costs continued to grow, and at some point the annual 2% increase in the security tax was no longer able to cover these increasing costs. This was obviously a problem. One solution would have been to cut costs but that wasn't done. The solution used by CSD was to use property tax money to pay for the shortfall. Since this public money was used to staff RMA's private gate which was used for their sole benefit, it was a illegal gift of public funds. It had been a gift of public funds before this, but it worked out OK and it was OK to turn a blind eye to it because it could be viewed as everybody paying for the services they received.

But now, CSD is taking everybody's public money (the property tax money) and using it solely for the benefit of RMA. And to make it even worse, as a result everybody is paying higher sewer and water rates because that money wasn't used for those purposes. And some of those people who are paying higher rates live in Murieta Village and they receive absolutely no benefit from that gift to RMA. So, not only are

they receiving no benefit from that illegal gift to RMA but they are also paying higher sewer and water rates as a result of it.

This has been going on for several years. Nobody has said anything because they probably didn't know what was going on and didn't know enough to question it. Or perhaps they benefited from the arrangement and didn't care.

Note: Some people seem to believe that because RMA's gate provides security then funding by CSD is appropriate. It is not appropriate. It would be like if I hired a security guard to stand in my driveway to guard my car. Or if Murieta Inn hired a security guard to patrol its parking lot or to keep their rowdy guests in line. These situations fall into the category of 'security' but there would be no justification for CSD to pay for them. Those situations are equivalent to RMA's gate.

One board member seems to be of the opinion that since this has been going on for years that it's OK to keep doing it. He justifies it by saying "We are doing the current district practice which has been in place for several years." This is like a serial killer thinking it's OK for him to keep on killing people because he's been doing it for years. It wasn't OK then and it's not OK now and it's not OK to keep on doing it.

Mark Martin mentioned that the property tax money is a 'discretionary fund', seeming to imply that that may be some kind of justification. It may be a discretionary fund but that doesn't mean that you can do whatever you want with it. For instance, if Mark used this 'discretion' to give some of that money to his wife he'd be committing a criminal act and might go to jail. Using this 'discretion' by using this public money to subsidize RMA's private gate which is completely controlled by RMA, and which is used solely for their benefit, and which is used to exclude other residents of the district is no more legitimate than giving it to Mark's wife.

Public funds are to be used for public purposes and are to be used for the benefit of all residents of the district. Using the money to staff RMA's private gate for their sole benefit is not a proper use of public funds. It's even worse when that private gate is being used to deny entry to other residents within the district. And it's even worse because that gift of public funds causes the water and sewer rates to be increased for those not benefiting from the gift.

This transfer of \$245,000 for security costs is inappropriate and probably illegal and there is no legitimate defense.

And, whether it's illegal or not, expecting the residents of Murieta Village to pay \$17,000 to \$30,000 extra in their water and sewer bills as a consequence is inexcusable and unconscionable.

-- Richard Gehrs

14896 Trinidad Drive  
Rancho Murieta, CA  
April 9, 2020

RM CSD Board of Directors  
Rancho Murieta, CA

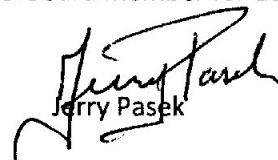
Subject: 2020-2021 Rates

I recently received the proposed (max) rates for the upcoming fiscal year. I severely question the need for an excess of 4% rate increase after a 5.4% last year, when countrywide, inflation has been running less than 2.3% for several years. What justifies the double inflation rate increase compared to inflation (and wage gains)? Deflation might be the current worry. It appears that as usual, the WANTS have been collected and allocated with insufficient challenge relative to the absolute NEEDs given the current economic catastrophe caused by the virus. I believe that CSD could face a cash flow problem, given that the state has taken away the shut off leverage that existed. Residents can now legally withhold payment and there is little CSD can do about it except recapture via the county tax system months later.

I quick review of the budget packet of March, indicates that while department salaries are projected to increase at a reasonable rate (3%+-), Admin is projecting an increase in excess of \$120K without a change in support personnel, resulting in a 20% increase. What is the driver? Other cost projections about as expected except PERS which will likely be in deep trouble given the reduced investment recovery rate estimate and the dramatic crash in the current investment holdings. State pension funding will continue to be a severe problem with likely contribution increases later in the year.

There is some development ongoing and more planned. The budget recognizes the activity South of Hwy 16 which adds revenue (78 homes) with little expense impact and revenue increase of 7%. Additional development is unlikely given the pandemic. I see that MAYBE the Villages will get the requested surveillance cameras that have been promised over the past several years. I do question the indicated \$122K for Admin Consulting Services as the urgent problem to be solved remains unstated. A few years ago the Board added the Director of Administration position under the premise that optimization of the office functions would be achieved and I assume this has been completed as there has been some changes in personnel.

I urge the Board to approve the absolute district needs and reject the wants which should reduce the increase to about the rate of inflation. It appears that the district is also experiencing a significant surplus YTD, further questioning the large increase. This is not the time to overtax the residents and the state as well as the federal gov recognizes this. CSD needs to do it's part in the current environment. It would be wise to provide water/sewer charges from comparable providers to indicate the efficiency of CSD. This was a normal practice in the past. As a CSD Board member for 10 years, I appreciate the efforts provided.

  
Jerry Pasek

John W. Seigal  
P.O. Box 1131  
Sloughouse, CA 95683-1131

March 23, 2020

Mr. Mark Martin  
General Manager  
Rancho Murieta Community Service District  
P.O. Box 1050  
Rancho Murieta, CA 95683

Dear Mr. Martin:

For the 2018 Primary Election held March 3, 2020, Sacramento County was one the counties in California that was *all mail in ballots*. There were no precinct locations. For voters needing assistance, *Voting Centers* were established.

I was the inspector at the Voting Center set up at your building. We were a four day center i.e.: open on Saturday, Sunday, Monday, and on the Primary Election Day of Tuesday March 3<sup>rd</sup>.

I am writing to express my appreciation of your support to the election process. I am writing this letter as a private citizen.

My personal drive is to leave the location as good or as better than we found it.

I am enclosing some pictures as to how we found the site, and how we left it.

I hauled away all of the trash we generated (including the kitchen area) in a large plastic bag and disposed of it off site.

I want to give three "shout -outs"

**First:** one to Receptionist Mamie Chyinski. She was most cooperative and helpful before, during and after the event.

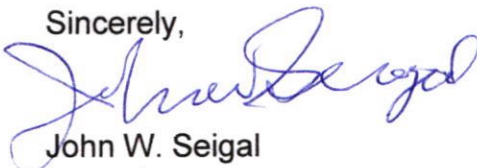
**Second:** To the gate personnel to whom I turned in the key to the CSD and who had it ready at *o'dark thirty* when I had to pick it up.

**Third:** To the *Community Service District*, who made possible the *Voting Center*, a known location, to provide *service*, to voters in our area.

I hope that we left everything neat and tidy.

Thank you!

Sincerely,



John W. Seigal  
Inspector

cc: Courtney Bailey-Kanelos, Registrar of Voters County of Sacramento

## How we found it:

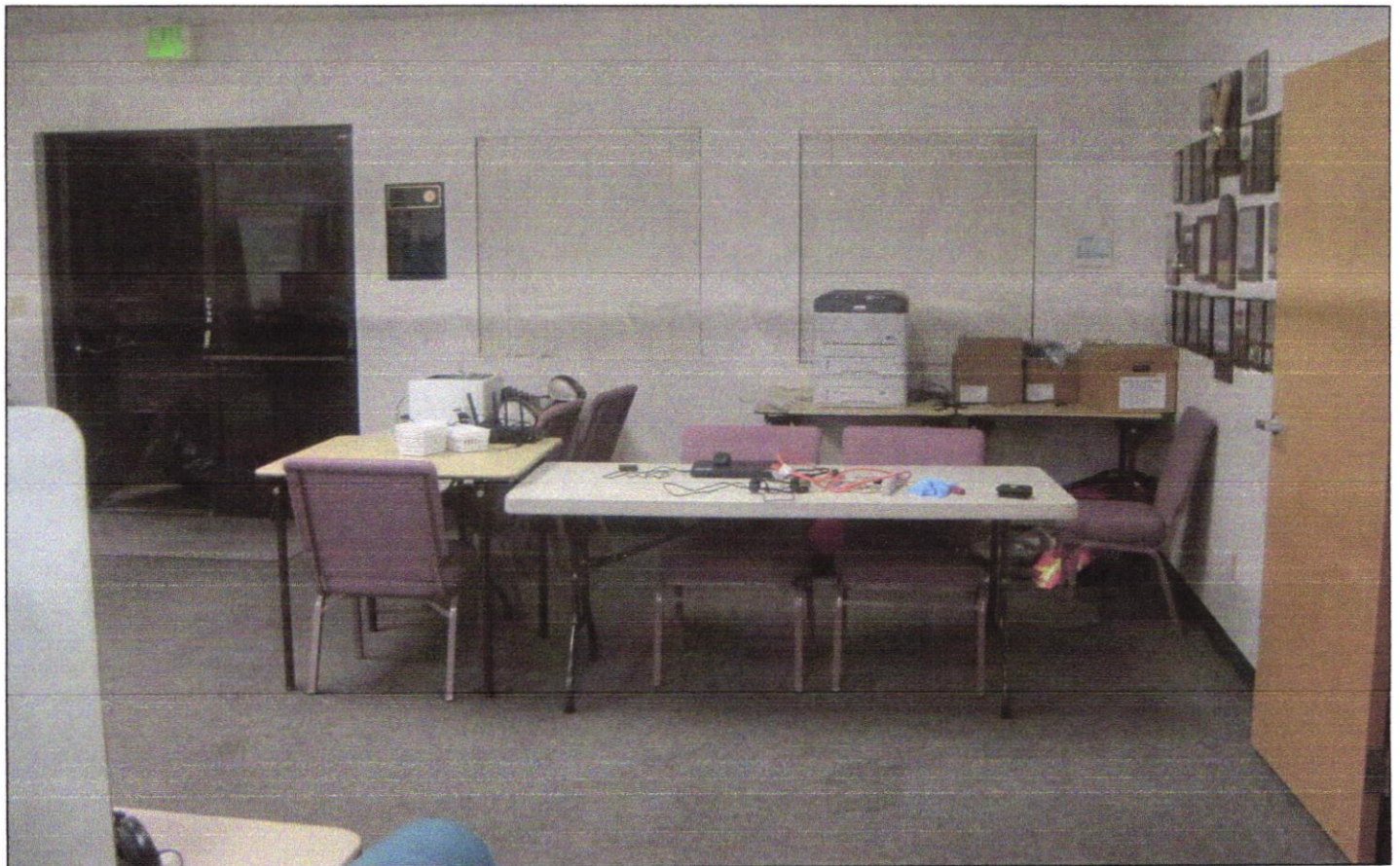
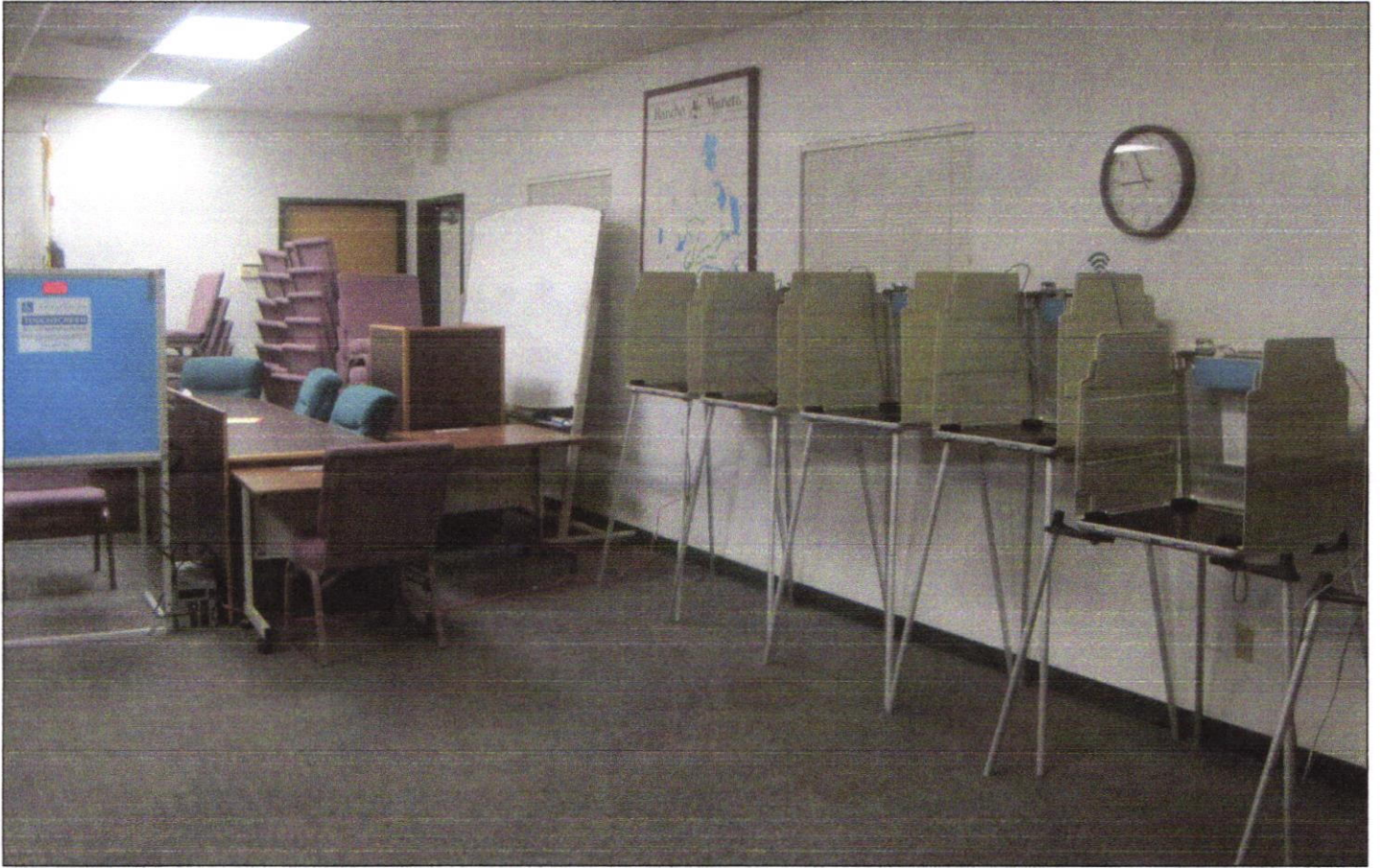


## How we found it:





## How we left it:



## How we left it:



## MEMORANDUM

Date: April 10, 2020  
To: Board of Directors  
From: Tom Hennig, Director of Administration  
Subject: Cost Allocation Plan Presentation and Questions

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### RECOMMENDED ACTION

Receive Cost Allocation Plan Presentation

### BACKGROUND

Based on the recommendation from The Pun Group, Finance staff developed and released a Request for Proposal (RFP) for developing a formal Cost Allocation Plan for the District in November 2019. The objective of this project was to conduct an overhead costs analysis on the District's allocation process to accurately reflect the actual level of service in each cost center so that the District can identify and update the process of how direct and indirect support services are provided through the organization and their associated costs. A comprehensive Cost Allocation Plan offers an analytical and data-driven basis for the allocation of the administrative costs associated with providing support to operating groups within the District to ensure the maximum appropriate cost recovery is achieved. This presentation is the result of the work performed by ClearSource Financial Consultants.

### DISCUSSION

A Cost Allocation Plan is a salient analytical tool in many financial decision-making situations for the District, including:

- Providing a defensible formula for allocation of general administrative and overhead costs to the Districts' operational budgets
- Submission and documentation provision for bond covenant
- Providing useful benchmarks for rate-making as well as planning
- Full cost hourly labor rates will appropriately include indirect costs for RMCSO staff work on non-District projects
- Analyzing the costs of contracting for services versus performing services in-house
- Recovering the total costs (direct and indirect) associated with implementing grant programs; billing timely and accurately on cost reimbursement grants
- Monitoring spending level on restricted funds

The District posted the RFP with a due date of November 13<sup>th</sup>, 2019, on its website and the CSDA website. The District received four (4) proposals. The District staff evaluated the proposals based on the following criteria:

- Understanding of the work required by the District
- Quality, clarity, and responsiveness of the proposal
- Demonstrated competence and professional qualifications necessary for successfully performing the work required by the District
- Recent experience in successfully performing similar services.

- Proposed approach and methodology in completing the work
- References
- Background and related experience of the specific individuals assigned to this project.
- Proposed compensation

## **SUMMARY**

Today's presentation provides the results of the work performed by ClearSource Financial Consultants. During this presentation the Board will have the opportunity to review and discuss the allocation plan. Any requested clarification and adjustments will be provided in the final plan. Once completed, finance staff will incorporate the allocation formulas into the FY 2019-20 budget and the proposed FY 2020-21 budget which will be presented to Board at the May 20, 2020 regular Board meeting.



# 2019 Year in Review

Rancho Murieta  
Community  
Services District

Security Department



Jeff Werblun, Security Chief



## **Mission Statement**

*The mission of the Rancho Murieta Community Services District Security Department is to protect life and property and to also provide prompt, courteous and professional service to the public within the Rancho Murieta Community Services District.*

## 2019 in Review

- ❖ Hired full-time Gate Officers and Patrol Officers
- ❖ Officers have attended community events, including :
  - ❖ Summerfest
  - ❖ Easter Festivities
  - ❖ July 4<sup>th</sup>
  - ❖ National Night Out
  - ❖ Provided traffic control for the Little League Parade
  - ❖ Rancho Murieta Association Board Meetings
  - ❖ Joint Security Committee Meeting
  - ❖ Town Hall Security Meeting
  - ❖ Law enforcement & Emergency Services Open House at Deer Creek Hills
  - ❖ Coffee with a Cop
- ❖ Off-Duty Sheriff's Deputies have been scheduled as necessary
- ❖ The VIPS community patrol has continued
- ❖ Officers have completed their state required training. Guard Card, Firearms Card, yearly Refresher Courses
- ❖ Continued in-house training with both Gate & Patrol Officers
- ❖ Continued working with RMA compliance on speeding/stop sign/parking enforcement

# 2019 Goals and Accomplishments



- ❖ Use technology, including surveillance cameras, to monitor the public areas of the community for crime and rule violations.
- ❖ Additional cameras were installed at the South Gate
- ❖ Implemented the Gateaccess.net program, Fastpass system
- ❖ Work with local entities to address community security needs-both short term and long term.
- ❖ Explore technology to increase work flow/productivity, reduce down time due to reports and paperwork
  
- ❖ Employees:
  - ❖ Increase/update training
  - ❖ Increase communication between staff
  - ❖ All hands meetings, first in at least 8 years
  - ❖ Solicit feedback & suggestions
  - ❖ Provide timely recognition and support



# 2019 Goals and Accomplishments

- ❖ Minimize redundancy in paperwork/paperless systems
- ❖ Added printers to the North Gate and Patrol Office
- ❖ Sit-Stand desk at the North Gate to improve work flow and ergonomics
- ❖ Started Code-Red enroll by text program
- ❖ New Body Cameras and updated Body Camera Policy
- ❖ Met with County O.E.S. to define our roll if any in emergencies and O.E.S responsibilities
- ❖ Met with RMA Emergency Preparedness Committee
- ❖ Increased Community Outreach through meetings, Facebook, Pipeline and the CSD Website
- ❖ Attend Stakeholder meetings with the Village, RMA and the Airport
- ❖ Attended Neighborhood Watch introduction meeting

# Gate Operations

8 full-time, 1 part-time, and 1 temporary Gate Officers staff the North and South Gates 24 hours a day, every day.

Their duties and responsibilities include:

- ❖ Enforcing the RMA Gate Policy.
- ❖ Checking in and recording names and license plate numbers for guests and vendors.
- ❖ Dispatching Patrol Officers.
- ❖ Answering telephones.
- ❖ Issuing barcodes.
- ❖ Assisting walk-in customers.
- ❖ Communicating with local law enforcement and fire personnel.
- ❖ South Gate is dispatch for Patrol. If you need Patrol, regardless of where you live in the District, call the South Gate at 916-354-2273
- ❖ Gate Officers processed **192, 078** vehicles through the visitor lanes.

Officer	
Rick Dias	Training Officer
Karen Hessler	Training Officer
Shelby Gonzales	
David Labrado	Training Officer
Fernando Solis	
Matt Brennen	
Jordan Huth	
Laurel Robbins	
Vacant	

# Gate Officers

# Patrol Operations

The primary responsibility of the Security Patrol Officer is to proactively deter crime and rule violations, and to respond to calls for service. 1 Patrol Sergeant and 5 Patrol Officers provide overlapping patrol coverage to the District, 24 hours a day, every day.

Security Patrol Officers respond to calls that include:

- ❖ Business checks/House checks
- ❖ Suspicious persons and vehicles
- ❖ Suspicious circumstances
- ❖ Disturbances
- ❖ Alarms
- ❖ Medical and fire calls
- ❖ Vehicle Accidents
- ❖ Key Services
- ❖ Animal Complaints
- ❖ RMA Homeowners Association violations

# Patrol Officers

## Sergeant Rick Tompkins

- Officer Brandon Arino
  - Officer Conner Tyer
- Officer Antonio Hernandez
- Officer Vitaliy Perepelka
  - Bill McCarver

# Most Common Calls for Service

	<b>2018</b>	<b>2019</b>
Key Service	1343	2559
Business Checks	1430	4512
RMA Complaints/Violations	504	914
Vehicle Related	447	525
Suspicious Vehicles	73	89
Public Assists	237	330
Loose/Barking Dogs	154	204
Alarms	156	149
Crime Complaints	280	204
Suspicious Circumstances/People	138	128
Malicious Mischief	4	19
Extra Patrol/House Checks	518	1474
Outside Agency Assists (SSD/CHP/Fire)	161	186
<b>Total Incidents Security Handled</b>	<b>6,985</b>	<b>12,025</b>

# Crime Complaints

	2018	2019
DUI	3	1
Vehicle Theft	2	1
Burglary	10	8
Theft	10	11
Robbery	1	1
Assault & Battery	14	4
Weapon/Gun Shots	9	14
Trespassing	94	53
Alcohol/Drugs	5	1
Vandalism	14	14

# RMA Non-Architectural Rule Citations

	<b>2018</b>	<b>2019</b>
Stop Sign	268	44
Driveway Parking	207	236
Speeding	563	157
Unlicensed Driver	3	2
Overnight Street Parking	215	114
Bonfires	6	5
Guest Without Resident	3	6
Guest Parking	20	1
Park Hours	14	45
<b>Total</b>	<b>1304</b>	<b>610</b>



# RMA Non-Architectural Rules Complaints/Admonishments

	<b>2018</b>	<b>2019</b>
Loose/Off Leash Dogs	96	80
Speeding	43	46
Barking Dogs	148	129
Stop Sign	14	6
Parking	18	5
Unlicensed/Unsafe Driving	44	35
Gate Entrance/Denied Entry	375	500
<b>Total</b>	<b>738</b>	<b>801</b>

# SECURITY AREAS OF RESPONSIBILITY

RMA Designated  
Evacuation Points





STONE OUSE ROAD

STONE OUSE ROAD

PUERTO DRIVE

VENADO DR

RIO BLANCO DR

GUADALUPE DRIVE

GUADALUPE DRIVE

MURIETA PARKWAY

ALAMEDA DRIVE

REYNOSA DR

MURIETA SOUT PARKWAY

WASTEWATER TREATMENT PLANT

TIERRAS DR

12 PARK

11 PARK

10 PARK

9 PARK

8 PARK

7 PARK

6 PARK

5 PARK

4 PARK

3 PARK

2 PARK

1 PARK

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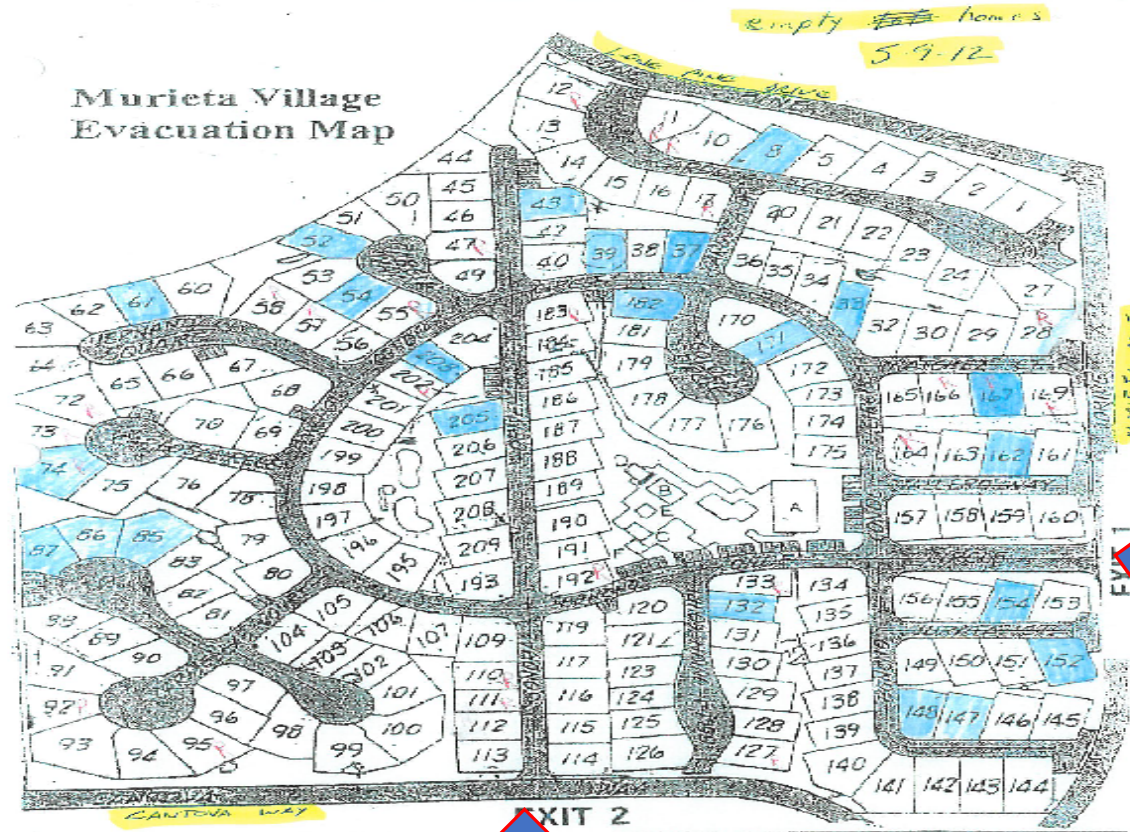
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# Murieta Village Evacuation Map



We have two exits, all units east of Sonora will exit out Exit (1) and units west of Sonora will exit out Exit (2).

Murieta Village Designated Evacuation Points



**James L. Noller  
Safety Center  
Volunteers In  
Partnership with the  
Sheriff**

**The Volunteers In  
Partnership with the  
Sheriff are available  
to assist in taking  
crime reports and  
also provide  
community patrol  
throughout the  
District.**

**Contact the VIPS  
office at 354-8509.**

# GATEACCESS.NET



**ABDi** GateAccess

For  
Residents

Available on the  
App Store

GET IT ON  
Google play

➤ Can be used on any computer, tablet, smart phone

The screenshot shows the GateAccess.net website interface. At the top, there is a navigation bar with the site logo and a 'Log off GateAccess.net' link. Below the navigation bar is a menu with options: Overview, Contact Info, Entry Logs, Guest List (FastAccess), Emergency Contacts, Vacation Notification, Pets Information, Vehicles, Login Information, and Community Documents. Two buttons are visible: 'Add a New FastAccess Pass' and 'Add an Event with Multiple Guests'. The main content area features a table with the following data:

#	Last Name/Company	First Name	Start Date	End Date	Notes	Vendor?	Emailed?	Sent	
<input type="button" value="Edit"/> <input type="button" value="Delete"/>	martin	mark	7/2/2019	7/3/2019		<input checked="" type="checkbox"/>	Yes	7/2/2019 2:30:55 PM	<input type="button" value="View/Send Voucher"/>
<input type="button" value="Edit"/> <input type="button" value="Delete"/>	WERBLUN	JEFF	7/2/2019	7/3/2019		<input checked="" type="checkbox"/>	Yes	7/2/2019 2:29:48 PM	<input type="button" value="View/Send Voucher"/>

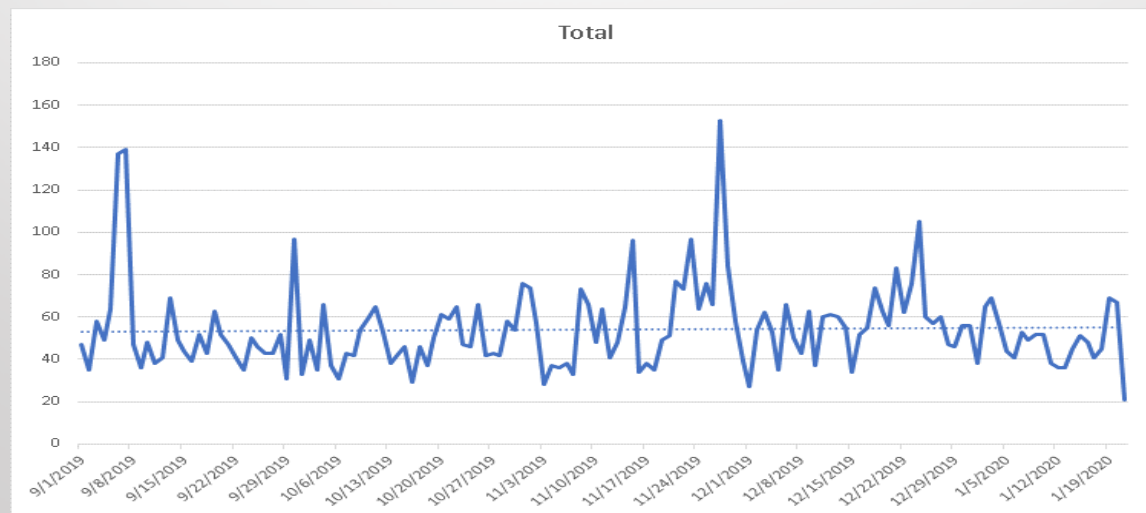
[www.gateaccess.net](http://www.gateaccess.net)

- Allows residents to enter their guests themselves
- No need to call the gate
- View their guest list
- View their vehicle list
- View their pets list
- Send guests electronic Fastpass

39,292 total guests for the period of 7/2018-7/2019, of which 9725 via GateAccess.net

40,244 total guests for the period of 7/2019-date, of which 11351 via GateAccess.net

Since 9/1/19, a total of 7,732 guests were entered into ABDI via GateAccess.net, for a daily average of 54 guests, maximum guests for one day of 153 and minimum of 27. The trend is slightly upwards.





got guests?



**AVOID LONG LINES**  
**ENJOY FAST CHECK-IN**

REGISTER YOUR GUESTS AT  
[WWW.GATEACCESS.NET](http://WWW.GATEACCESS.NET)



Call or  
stop by  
anytime!



*Rancho Murieta Security Department*



15160 Jackson Road



Rancho Murieta, Ca. 95683



North Gate 916.354.3742 (Guest Registration)



South Gate 916.354.3743 (Guest Registration)



Security Assistance (Dispatch) 916.354.2273 (CARE)



*We are here to help you 24 hours a day.*



*Visit us at [www.rmcsd.com](http://www.rmcsd.com)*

# MEMORANDUM

**Date:** April 10, 2020  
**To:** Board of Directors  
**From:** Mark Martin, General Manager  
**Subject:** Cal-Waste Request for District Support of Emergency Funding

---

## REQUESTED ACTION

Discuss the proposal for RMCSO to provide letters of support and provide direction to staff.

## BACKGROUND

On April 1, 2020, Cal-Waste communicated with District Directors and staff requesting RMCSO to send letters of support for proposed legislation that would provide emergency funding to Cal-Waste and other solid waste operators throughout the State being impacted by COVID-19. The overall effort is being sponsored by the Resource Recovery Coalition of California.

Cal-Waste offers that the significant reduction in commercial operations has impacted operations and revenues as commercial service is typically the most reliable segment of their business.

Typically, this would be handled administratively as we are in full support of vendors who provide critical services for the District, however, I bring this item before the Board for a few reasons to receive Board direction.

First, although the general request is made clear, there is to my knowledge no specific legislation prepared for the District to fully understand what is being proposed. Second, a key component of the proposal provided is for government emergency funding of staff pay and benefits of solid waste operators *for an entire year*. Given the dynamic nature of the COVID-19 emergency, District support for use of public funds for an entire year of pay and benefits for private operators appears exceedingly generous without further details. We must consider that available emergency funding is a limited pool.

My recommendation is that if we submit a letter of support that we amend the letter to address the above concerns and state that support is there to assist with emergency funding needed to keep the solid waste companies operating to the extent they are impacted by the COVID-19 emergency.

Attached is a summary of the Resource Recovery Coalition of California proposal and a sample letter offered for RMCSO's use.



## **EMERGENCY FUNDING PROPOSAL**

### **Introduction**

California recognizes that solid waste collection and processing is an essential public health and safety service, and it is imperative that it continue during this COVID-19 pandemic emergency situation. In California, the health and safety requirements related to solid waste management are set by the State, however responsibility for implementing those requirements is passed on to local governments. In most cases, those local governments retain expert solid waste management companies to actually provide the collection, processing, and disposal service in their communities in a manner consistent with statutory mandates. The members of the Resource Recovery Coalition of California (Resource Coalition) are the companies that provide these services.

These companies now face a financial crisis directly caused by the COVID-19 situation. As essential service providers, they continue to provide service up front without a guarantee of payment by the customers. However, the solid waste service providers are now facing a catastrophic loss of income from commercial accounts as businesses are forced to close to comply with the shelter-in-place orders. This jeopardizes the companies' ability to provide these vital essential services, remain a springboard for the economy, and prevent a future public health hazard.

We seek urgently needed support from the State Legislature and the Administration.

### **The Request**

The Resource Coalition requests that the State appropriate funds, whether from the federal emergency aid package, State Reserves or General Fund, special funds, such as the Greenhouse Gas Reduction Fund under the Cap and Trade Program or the Beverage Container Recycling Fund, or a combination of those options to establish a fund which would temporarily support the companies and their employees in an amount sufficient to keep the companies operationally viable.

Our proposal would set the fund at an amount sufficient to reimburse the companies for the cost of labor and benefits for their employees for a period of one year, with retroactive application to March 19, 2020, when the state-wide stay at home order was issued. A state agency, such as CalEPA or the Employment Development Department (EDD), would administer the fund. Companies would apply for grants from the fund, based on need. Local jurisdictions who provide solid waste services with their own municipal resources would also be eligible. Distributions would be made directly to the service provider on a weekly basis and be based on verified payroll records from sources such as the Workers' Compensation Insurance Rating Bureau (WCIRB) and the (EDD). For example, payroll data can be easily compiled through the WCIRB by using the classification codes related to the solid waste industry. These codes include, but may not be limited to, 9403(1) Garbage or Refuse Collecting; 9403(2) Street Sweeping Service Companies; 9424(1) Garbage or Refuse Landfill, Transfer Station, and Material Recovery Facility Operations; 8847 Beverage Container Collection or Redemption; 8742



Salesperson – Outside; 8810 Clerical Office Employees – N.O.C. After the COVID-19 crisis subsides, local jurisdictions can work through their rate setting process to provide an annual payment, over a 20-year period, to reimburse the State for the funding advanced during the crisis.

The Resource Coalition estimates that the fund would require an initial minimum balance of at least \$1.2B to cover state-wide collection payroll and benefit costs for one year. This number is only an estimate and would need to be increased to account for post-collection and recycling labor.

We fully understand the magnitude of this request, but if moneys in this range are not provided, the companies will ultimately start going out of business, and, because this is an industry-wide issue, another service provider cannot simply step in and take over. Even the largest entities, in fact any business, cannot long survive a revenue reduction of as much as 50%, as many of our members are facing. Put another way, the total cost of this proposal would have to be paid by all California taxpayers if there were no solid waste service providers. Indeed, there will be significant General Fund impact or obligations to directly pay for services if the solid waste service providers start disappearing due to financial losses.

The rationale for our proposal appears below.

### **Revenue Losses Due to the Crisis Are Unsustainable**

California's state/local government/service provider structure leaves really only one way for a service provider to seek additional compensation to make up for a *force majeure*-caused revenue loss, as the companies are currently experiencing. Solid waste service providers in California generally operate pursuant to agreements with the municipalities they serve, and their compensation is strictly regulated by those agreements. However, the actual compensation comes from only two principal sources, the residential and commercial ratepayers. So, while the local government sets and controls compensation through their agreements with the service providers, the money actually comes from the residents and businesses of California.

Contracts of all types generally include a provision allowing a party to be excused for failure to perform a contractual obligation due to a *force majeure* event, such as this. That is also the case with these solid waste contracts, however, as vital essential service providers, the Resource Coalition members have no intention of seeking to be excused from providing any essential solid waste service, even in the event of non-payment by a residential or commercial customer during the crisis.

In *force majeure* situations like this, the agreements generally provide that the parties negotiate changes to service levels and, as necessary, compensation levels so that the service provider can continue to operate as best it can with sufficient revenues to stay financially viable. The companies are required to cut costs during the event as much as possible to mitigate the compensation increase required, and, as a practical matter, they are already doing so. However, there are many distinct costs of doing business, most of which are fixed, that cannot be reduced significantly enough to make up



for a drastic reduction in one main source of revenue. Similarly, debt service cannot be reduced in this scenario. For example, the bank will still expect principal and interest payments on the loan which was used to purchase commercial trucks, even if the trucks are taken out of service.

While some ancillary services may be suspended, and some costs cut, there will still be a huge shortfall in revenue. The primary focus of these *force majeure* discussions will be how to make up for the lost commercial revenues. Unfortunately, as noted above, the contracts will fail to resolve that problem. Raising residential rates would necessarily be the only place to go. Increasing residential rates 150-200% would be unfair in normal times and unthinkable currently as residents deal with their own COVID-19-related issues.

Financial help derived from the contracts is not practical. Adding significant financial burdens to the residential ratepayers who may already be struggling with the effects of the crisis is not fair or practical. Solid waste companies need immediate, direct relief to continue service and prevent increased public health and safety issues associated with uncollected solid waste.

### **Employees and Employment**

Our members generally live in the communities they serve, and, for decades, they have invested in solid waste and recycling processes and technologies in their communities that have bolstered their local economies and created a significant number of jobs. As substantial local employers, relief is needed to maintain current jobs and increase employment as we recover from this crisis.

The companies are doing their best to avoid layoffs of their valued employees, and if they are going to be able to ramp up service post-crisis, they will need to retain these employees. This proposal will prevent disruption in operations and provide continuity of essential solid waste services through this emergency and during the inevitable recovery, while allowing employees to continue to support their families.

### **Summary**

The Coronavirus pandemic is creating unprecedented challenges for the solid waste and recycling industry. We do not know how long this immediate crisis will continue, whether it will spike again in the fall, as some science has suggested, or whether another global health pandemic will affect us similarly in the future. Putting longer-term questions aside, the companies need the emergency funding proposed.

Thank you for all of your efforts during this State of Emergency and beyond. Feel free to reach out to the Resource Coalition representatives below:

- **Laura J. Ferrante**, Government Affairs Advocate: [laura@wastealts.com](mailto:laura@wastealts.com), 203-209-3302
- **Veronica Pardo**, Regulatory Affairs Director: [veronica@resourcecoalition.org](mailto:veronica@resourcecoalition.org), 916-420-3914

City/County Letterhead

[Date]

The Honorable Gavin Newsom  
Office of the Governor  
California State Capitol  
Sacramento, CA 95814

Re: Support of Solid Waste Emergency Funding Proposal

Dear Governor Newsom:

[INSERT CITY/COUNTY] is writing in strong support of the [Emergency Funding Proposal](#) put forth by the Resource Recovery Coalition of California, which will provide immediate financial relief to our solid waste essential service providers during this State of Emergency.

Our communities are taking the necessary shelter-in-place precautions to fight COVID-19 and protect health and safety. However, the closure of businesses has created an immediate and catastrophic loss of income for our solid waste service providers. We need our service providers to remain financially viable through this emergency and beyond.

This proposal will support our essential solid waste service providers during an unprecedented time, ensuring the continuity of service and the protection of human health and safety. It will also be critical during the inevitable recovery, as we continue to strive to meet California's ambitious diversion targets.

In the here and now, we need to protect our communities during this national emergency and continue to collect waste generated. We urge you to consider the proposal and assist us during this complicated time.

Sincerely,

[INSERT NAME]

[INSERT CITY/COUNTY]

cc: Ann O'Leary - [Ann.oleary@gov.ca.gov](mailto:Ann.oleary@gov.ca.gov)  
Anthony Williams - [Anthony.williams@gov.ca.gov](mailto:Anthony.williams@gov.ca.gov)  
Keely Bosler - [Keely.bosler@dof.ca.gov](mailto:Keely.bosler@dof.ca.gov)  
Ana Matosantos - [Ana.matosantos@gov.ca.gov](mailto:Ana.matosantos@gov.ca.gov)  
Angie Wei - [Angie.wei@gov.ca.gov](mailto:Angie.wei@gov.ca.gov)  
Che Salinas - [che.salinas@gov.ca.gov](mailto:che.salinas@gov.ca.gov)  
Christine Hironaka - [christine.hironaka@gov.ca.gov](mailto:christine.hironaka@gov.ca.gov)  
Melissa Immel - [melissa.immel@gov.ca.gov](mailto:melissa.immel@gov.ca.gov)  
Jared Blumenfeld - [SectyBlumenfeld@calepa.ca.gov](mailto:SectyBlumenfeld@calepa.ca.gov)  
Caroline Godkin - [Caroline.Godkin@calepa.ca.gov](mailto:Caroline.Godkin@calepa.ca.gov)  
Ken DaRosa - [Ken.DaRosa@calrecycle.ca.gov](mailto:Ken.DaRosa@calrecycle.ca.gov)  
Zoe Heller - [Zoe.Heller@calrecycle.ca.gov](mailto:Zoe.Heller@calrecycle.ca.gov)  
Mindy McIntyre - [Mindy.McIntyre@CalRecycle.ca.gov](mailto:Mindy.McIntyre@CalRecycle.ca.gov)

## MEMORANDUM

Date: April 9, 2020  
To: Board of Directors  
From: Improvements Committee  
Subject: Consider Adoption of District Resolution R2020-02 Accepting Two Grants of Easement from Murieta Marketplace, LLC

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### RECOMMENDED ACTION

Adopt District Resolution R2019-06 Accepting Two Grants of Easement from Murieta Marketplace, LLC.

### BACKGROUND

The attached resolution accepts water line and utility easement rights for the purposes of using, maintaining, repairing, inspecting, etc. Water Easement over and across a portion of Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 9, (Murieta Shopping Center) (Attachment A); and Waterline Easement over and across a portion of Lot 1, Lot 2, Lot 3, and Lot 6, (Murieta Shopping Center) (Attachment B) copies of which are attached.

The easements have been reviewed and approved for form by District General Counsel.



**RESOLUTION NO. R2020-02**

**A RESOLUTION OF THE BOARD OF DIRECTORS**

**OF THE RANCHO MURIETA COMMUNITY SERVICES DISTRICT**

**UTILITY EASEMENT ACTIONS**

**BE IT RESOLVED** by the Board of Directors of the Rancho Murieta Community Services District that the District accepts the following Grants of Easements from Murieta Marketplace LLC, to Rancho Murieta Community Services District, copies of which are attached:

- Accept Grant of Utility Easement over and across a portion of Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 9, (Murieta Shopping Center). Portion of APN 073-0890-003, 004, 005, 009, 021, 022, 026.
- Accept Grant of 15 foot Waterline Easement over and across a portion of Lot 1, Lot 2, Lot 3, and Lot 6, (Murieta Shopping Center). Portion of APN 073-0890-003, 021, 022, 026.

It is hereby accepted by the Board of Directors on behalf of the District, that the Board of Directors does hereby authorize and consent to the recordation of the previously described grant of easements, and that the District Secretary is authorized and directed to record the easements with the Sacramento County Recorder's Office.

**PASSED AND ADOPTED** this 15th day of April, 2020 by the following vote:

**Ayes:**

**Noes:**

**Abstain:**

**Absent:**

---

Les Clark, President of the Board

Rancho Murieta Community Services District

Attest:

---

Amelia Wilder

District Secretary



# COASTLAND

CIVIL ENGINEERING - CONSTRUCTION MANAGEMENT - BUILDING DEPARTMENT SERVICES

**Date:** March 26, 2020

**To:** Mark Martin, General Manager, Rancho Murieta CSD

**From:** Laurie Loaiza, Coastland Civil Engineering

**cc:** Paul Siebensohn, Director of Field Operations, Rancho Murieta CSD  
Dane Schilling, Coastland Civil Engineering

**Subject:** Utility and Water Easements – Murieta Marketplace

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The two easements summarized below are required as part of the approved Murieta Marketplace improvement plans. The District will require easement rights for the purposes of digging, constructing, reconstructing, repairing and perpetual maintenance of these public utilities. See attached exhibit for easement locations.

The proposed easements cross the Murieta Marketplace property and include typical site improvements such as landscaping, curbs, concrete paving, etc. In order to limit the District liability additional language has been added to paragraph 2 of the Grant of Easement document as follows:

*The District will not restore or replace in kind any other improvement, structure, or features located in the District easements area that needs to be cut or removed to access the underground facility, including but not limited to: concrete curb, landscaping, irrigation, decorative paving, concrete pavement, walls, fences, signs etc. The District is additionally not responsible for any damages or costs associated with any adjacent business interruption or loss of use or access due to the need to access District facilities.*

As District Engineer, Coastland has completed review of the easements and recommends adoption.

Items submitted for recordation:

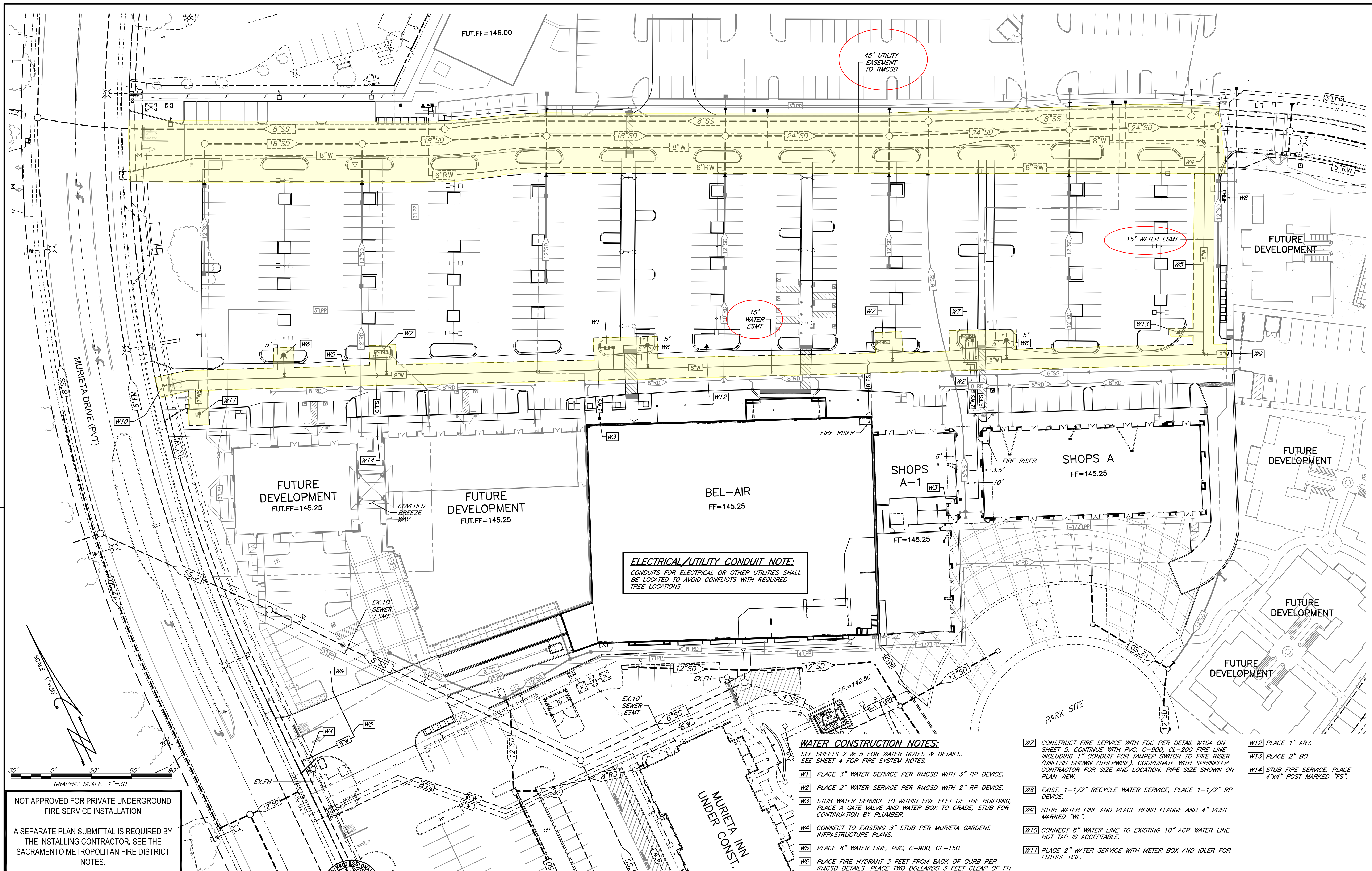
- Easement 1: 45-foot Public Utility Easement (includes Water, Recycled Water, Storm Drain, Sanitary Sewer) over and across a portion of Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, and Lot 9 (Murieta Shopping Center)
- Easement 2: 15-foot Waterline Easement over and across a portion of Lot 1, Lot 2, Lot 3, and Lot 6, (Murieta Shopping Center)

Santa Rosa  
1400 Neotomas Avenue  
Santa Rosa, CA 95405  
Tel: 707.571.8005

Auburn  
11641 Blocker Drive, Ste. 170  
Auburn, CA 95603  
Tel: 530.888.9929

Pleasant Hill  
3478 Buskirk Avenue, Ste. 1000  
Pleasant Hill, CA 94523  
Tel: 925.233.5333

Fairfield  
324 Campus Lane, Ste. A  
Fairfield, CA 94534  
Tel: 707.702.1961



**ELECTRICAL/UTILITY CONDUIT NOTE:**  
 CONDUITS FOR ELECTRICAL OR OTHER UTILITIES SHALL BE LOCATED TO AVOID CONFLICTS WITH REQUIRED TREE LOCATIONS.

- WATER CONSTRUCTION NOTES:**  
 SEE SHEETS 2 & 5 FOR WATER NOTES & DETAILS.  
 SEE SHEET 4 FOR FIRE SYSTEM NOTES.
- W1 PLACE 3" WATER SERVICE PER RMCSO WITH 3" RP DEVICE.
  - W2 PLACE 2" WATER SERVICE PER RMCSO WITH 2" RP DEVICE.
  - W3 STUB WATER SERVICE TO WITHIN FIVE FEET OF THE BUILDING, PLACE A GATE VALVE AND WATER BOX TO GRADE, STUB FOR CONTINUATION BY PLUMBER.
  - W4 CONNECT TO EXISTING 8" STUB PER MURIETA GARDENS INFRASTRUCTURE PLANS.
  - W5 PLACE 8" WATER LINE, PVC, C-900, CL-150.
  - W6 PLACE FIRE HYDRANT 3 FEET FROM BACK OF CURB PER RMCSO DETAILS. PLACE TWO BOLLARDS 3 FEET CLEAR OF FH.

- W7 CONSTRUCT FIRE SERVICE WITH FDC PER DETAIL W10A ON SHEET 5. CONTINUE WITH PVC, C-900, CL-200 FIRE LINE INCLUDING 1" CONDUIT FOR TAMPER SWITCH TO FIRE RISER (UNLESS SHOWN OTHERWISE), COORDINATE WITH SPRINKLER CONTRACTOR FOR SIZE AND LOCATION. PIPE SIZE SHOWN ON PLAN VIEW.
- W8 EXIST. 1-1/2" RECYCLE WATER SERVICE, PLACE 1-1/2" RP DEVICE.
- W9 STUB WATER LINE AND PLACE BLIND FLANGE AND 4" POST MARKED "WL".
- W10 CONNECT 8" WATER LINE TO EXISTING 10" ACP WATER LINE. HOT TAP IS ACCEPTABLE.
- W11 PLACE 2" WATER SERVICE WITH METER BOX AND IDLER FOR FUTURE USE.
- W12 PLACE 1" ARV.
- W13 PLACE 2" BO.
- W14 STUB FIRE SERVICE, PLACE 4"x4" POST MARKED "FS".

NOT APPROVED FOR PRIVATE UNDERGROUND FIRE SERVICE INSTALLATION  
 A SEPARATE PLAN SUBMITTAL IS REQUIRED BY THE INSTALLING CONTRACTOR. SEE THE SACRAMENTO METROPOLITAN FIRE DISTRICT NOTES.

NO.	DESCRIPTION	ENGR. INIT.	COUNTY APPROVAL DATE	benchmark	1B-85	elev.	173.55
(SEE SHEET NO. 1)							

Professional Engineer Seal for Michael T. Robertson, No. 39875, State of California, Civil. License expires 12-31-17.

PLOT DATE: 02-28-16 01-09-17 02-16-17 04-28-17 07-25-17	SCALE horiz: 1"=30' vert: N/A	drafted by: S.F.L. designed by: M.T.R. checked by: M.T.R.
08/2016	502	date field book

**BW BAKER-WILLIAMS ENGINEERING GROUP**  
 Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services  
 6020 Rutland Drive, Suite 19 ~ Carmichael, CA. 95608  
 (916) 331-4336 ~ fax (916) 331-4430 ~ office@bwengineers.com

**WATER PLAN**  
**MURIETA MARKETPLACE-BEL-AIR**  
 RANCHO MURIETA 7315, 7321 & 7327 MURIETA DRIVE SACRAMENTO COUNTY CALIFORNIA

S:\B\EG Jobs\2013 Jobs\13-11-061 Murieta Gardens, Onsite Commercial Improvement Plans\1311061-WAT-PLAN.dwg, Layout, 7/25/2017 5:11:57 PM, RZ: Eja

Recording requested by, and  
when recorded return to:

Rancho Murieta Community  
Services District  
15160 Jackson Road  
Rancho Murieta, CA 95683

Portion of APN 073-0890-003, 004, 005, 009, 021, 022, 026  
RECORDER'S USE

SPACE ABOVE THIS LINE FOR

**GRANT OF EASEMENT**

*Conveyance to government agency -- exempt from recording fees (Government Code sections 6103 & 27383) and documentary transfer tax (Revenue and Taxation Code section 11922).*

**Murieta Marketplace Associates LLC. , a California limited liability company** ("Grantor"), the owner of that certain real property ("Property") located in the unincorporated area of the County of Sacramento, State of California, which is known as County Assessor's Parcel No. 073-0890-003, 004, 005, 009, 021, 022, 026 grants to **Rancho Murieta Community Services District**, a local government agency ("District"), a permanent and non-exclusive easement in gross (the "Easement") over, across and under a strip of the Property as described on the attached Exhibit A and as shown on the attached Exhibit B for the survey, design, installation, construction, excavation, use, operation, maintenance, repair, inspection, expansion, improvement, modification, removal, relocation and replacement of a **Water, Sewer, Storm Drainage, Recycle Water pipeline** and related valves, fittings, equipment, facilities and appurtenances; together with the following rights: (a) to reasonable ingress to, and egress from, the Easement over and across Grantor's lands for such purposes; (b) to temporarily use Grantor's lands contiguous to the Easement as may be necessary during construction-related activities; (c) to trim, cut down, clear away or remove any trees, brush, roots, other vegetation or other obstructions on the Easement that now or in the future may obstruct or interfere with the use of the Easement or access to the Easement area or pose a hazard to District equipment, facilities, employees or contractors; (d) to use gates on the Property in fences that may cross the Easement or that restrict access to the Easement; and (e) to mark the location of underground utilities by suitable markers set and maintained on the land surface above the utility line.

This Easement shall be subject to the following terms and conditions:

1. District shall have the right to use the Easement at any time without prior notice to Grantor as may be necessary or convenient for the purposes and rights described above. The Easement rights may be exercised by District and any of its employees, officers and authorized agents and contractors.

2. Grantor shall not disturb or tamper with any pipeline, valve, fitting, equipment, facility or appurtenance that District may construct or install within the Easement area. Grantor shall not construct any building, structure, or fence, conduct any

excavation, grading, drilling, tree planting or other ground-surface alteration, or install any other pipelines or underground utilities on or within the Easement area without the prior written consent of District, which consent shall not be withheld unreasonably. In the event that the District needs to access and uncover underground District facilities within the easement area, the District will restore and replace any cut asphalt concrete paving (or similar material) in accordance with District standards; however, the District will not restore or replace in kind any other improvement, structure, or features located in the District easements area that needs to be cut or removed to access the underground facility, including but not limited to: concrete curb, landscaping, irrigation, decorative paving, concrete pavement, walls, fences, signs etc. The District is additionally not responsible for any damages or costs associated with any adjacent business interruption or loss of use or access due to the need to access District facilities.

3. Grantor shall not grant to any third party any easement over, under, upon, across or through the Easement area that would unreasonably interfere with District's use of its Easement.

4. Grantor shall furnish District with keys to all gates that would otherwise restrict District's access to or within the Easement area.

5. The Easement shall run with the Property and bind, and inure to the benefit of, the successors in interest of Grantor and successors in interest and assigns of District.

6. District shall indemnify, defend, protect and hold harmless Grantor, and its officers, employees and agents, from and against any and all liability, claims, damages, expenses, and costs to the extent caused by a negligent act, error or omission, willful misconduct or violation of law of or by District or its officer, employee or authorized agent or contractor in the exercise of rights granted to District by the Easement, except any loss or damage caused by Grantor's sole negligence, gross negligence, active negligence or willful misconduct.

7. Except for the Easement rights granted to District, Grantor shall continue to have the full use, occupancy and enjoyment of the Property.

Dated: 3/9, 2020 GRANTOR

MURITA MARKETPLACE ASSOCIATES, LLC  
Name  
JOHN M. SULLIVAN  
Title MANAGER

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Sacramento )  
On March 9, 2020 before me, Josh Bruno, notary public,  
Date Here Insert Name and Title of the Officer  
personally appeared John M. Sullivan  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Grant of Easement Document Date: 3-9-2020  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



**EXHIBIT 'A'**  
**UTILITY EASEMENT**  
**MURIETA GARDENS SHOPPING CENTER**

A utility easement over and across a portion of Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, and Lot 9 of that certain map entitled "Amended Subdivision No. 06-0514, Murieta Gardens Shopping Center", filed December 18, 2015 in Book 388 of Maps, at Page 01, Sacramento County Official Records. Situated in the County of Sacramento, State of California and being more particularly described as follows:

**Commencing** at the west corner common to said Lot 1 and Lot 3, thence along the west boundary of said Lot 1, being the east line of Murieta Drive (80 foot wide road) per said map, along the arc of a non-tangent curve, to the right, concave to the east, having a radius of 960.00 feet, a central angle of  $10^{\circ}15'38''$ , a bearing of South  $77^{\circ}34'39''$  East to the center of said curve, and an arc length of 171.92 feet to the true **Point of Beginning**; thence continuing along last said curve having a central angle of  $02^{\circ}41'12''$ , and an arc length of 45.02 feet; thence leaving said boundary along the following 13 courses:

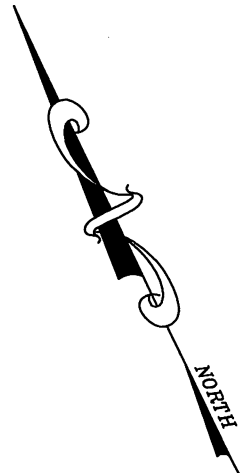
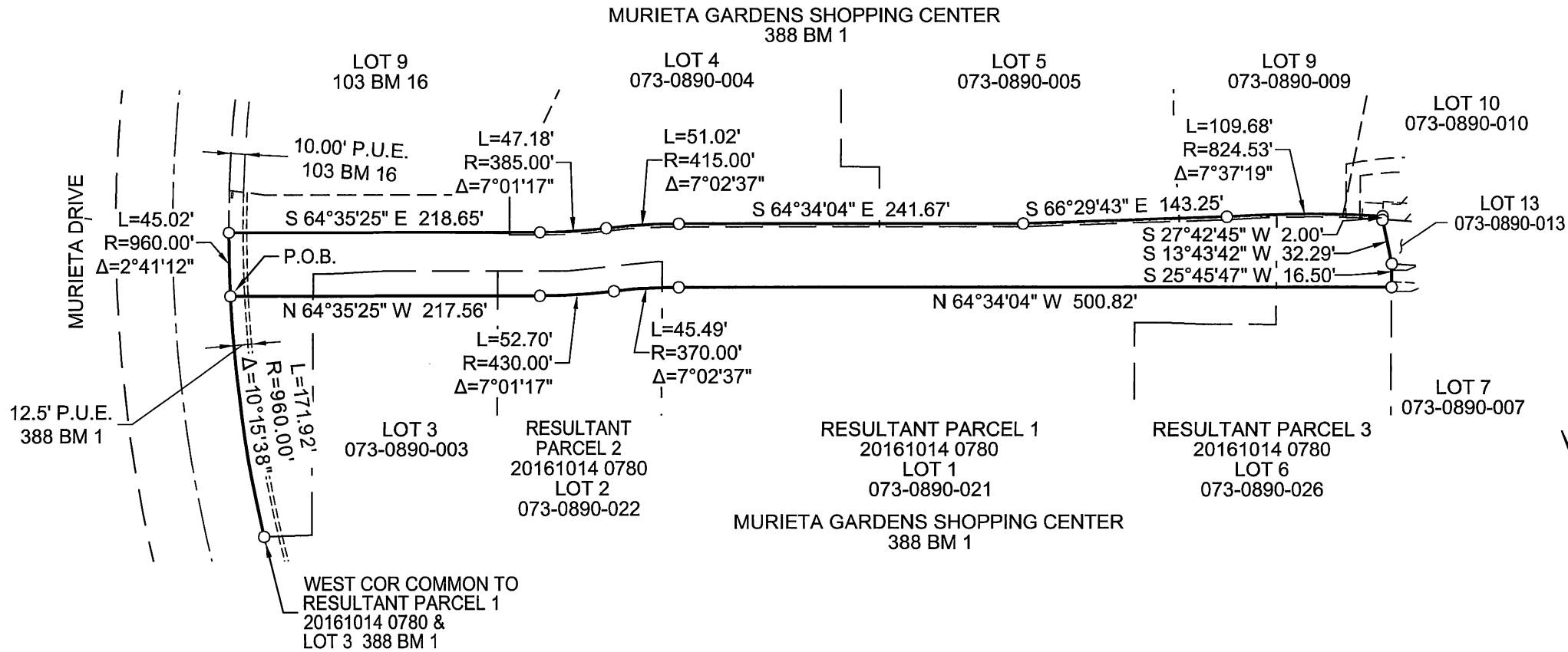
1. Thence South  $64^{\circ}35'25''$  East, 218.65 feet;
2. Thence to the left along the arc of a tangent curve, concave to the north, having a radius of 385.00 feet, a central angle of  $07^{\circ}01'17''$ , and an arc length of 47.18 feet;
3. Thence along the arc of a reverse curve, having a radius of 415.00 feet, a central angle of  $07^{\circ}02'37''$ , and an arc length of 51.02 feet;
4. Thence South  $64^{\circ}34'04''$  East, 241.67 feet;
5. Thence South  $66^{\circ}29'43''$  East, 143.25 feet;
6. Thence to the right along the arc of tangent curve, concave to the south, having a radius of 824.53 feet, a central angle of  $07^{\circ}37'19''$ , and an arc length of 109.68 feet to the southeast boundary of said Lot 9;
7. Thence along said southeast boundary, South  $27^{\circ}42'45''$  West, 2.00 feet to the most southerly corner of said Lot 9;
8. Thence along the southeast boundary of said Lot 1, South  $13^{\circ}43'42''$  West, 32.29 feet;
9. Thence continuing along last said boundary, South  $25^{\circ}45'47''$  West, 16.50 feet;
10. Thence leaving said boundary, North  $64^{\circ}34'04''$  West, 500.82 feet;
11. Thence to the left along the arc of a tangent curve, concave to the southwest, having a radius of 370.00 feet, a central angle of  $07^{\circ}02'37''$ , and an arc length of 45.49 feet;
12. Thence along a reverse curve, having a radius of 430.00 feet, a central angle of  $07^{\circ}01'17''$ , and an arc length of 52.70 feet;
13. Thence North  $64^{\circ}35'25''$  West, 217.56 feet to the **Point of Beginning**.

Containing 37,720 square feet, more or less.

*John Karl Jeffries*  
3/9/20



# EXHIBIT 'B'



*John Karl Jeffries*  
3/9/20

- LEGEND**
- P.O.B. POINT OF BEGINNING
  - P.O.C. POINT OF COMMENCEMENT
  - BM BOOK OF MAPS
  - P.U.E. PUBLIC UTILITY EASEMENT

<b>BAKER-WILLIAMS ENGINEERING GROUP</b> <small>Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services          8020 Rutland Drive, Suite 19 ~ Carmichael CA 95608          (916) 331-4338 ~ fax (916) 331-4430 ~ office@bwengineers.com</small>	SCALE: 1"=100'	<b>UTILITY EASEMENT</b> <b>MURIETA GARDENS SHOPPING CENTER</b> <b>RANCHO MURIETA</b> <b>SACRAMENTO COUNTY, CALIFORNIA</b>
	JOB #: 11-01-001	
	DATE: AUG., 2017	



Recording requested by, and  
when recorded return to:

Rancho Murieta Community  
Services District  
15160 Jackson Road  
Rancho Murieta, CA 95683

Portion of APN 073-0890-003, 021, 022, 026  
USE

SPACE ABOVE THIS LINE FOR RECORDER'S

**GRANT OF EASEMENT**

*Conveyance to government agency -- exempt from recording fees (Government Code sections 6103 & 27383) and documentary transfer tax (Revenue and Taxation Code section 11922).*

**Murieta Marketplace Associates LLC. , a California limited liability company** ("Grantor"), the owner of that certain real property ("Property") located in the unincorporated area of the County of Sacramento, State of California, which is known as County Assessor's Parcel No. 073-0890-003, 021, 022, 026 grants to **Rancho Murieta Community Services District**, a local government agency ("District"), a permanent and non-exclusive easement in gross (the "Easement") over, across and under a strip of the Property as described on the attached Exhibit A and as shown on the attached Exhibit B for the survey, design, installation, construction, excavation, use, operation, maintenance, repair, inspection, expansion, improvement, modification, removal, relocation and replacement of a **Water pipeline** and related valves, fittings, equipment, facilities and appurtenances; together with the following rights: (a) to reasonable ingress to, and egress from, the Easement over and across Grantor's lands for such purposes; (b) to temporarily use Grantor's lands contiguous to the Easement as may be necessary during construction-related activities; (c) to trim, cut down, clear away or remove any trees, brush, roots, other vegetation or other obstructions on the Easement that now or in the future may obstruct or interfere with the use of the Easement or access to the Easement area or pose a hazard to District equipment, facilities, employees or contractors; (d) to use gates on the Property in fences that may cross the Easement or that restrict access to the Easement; and (e) to mark the location of underground utilities by suitable markers set and maintained on the land surface above the utility line.

This Easement shall be subject to the following terms and conditions:

1. District shall have the right to use the Easement at any time without prior notice to Grantor as may be necessary or convenient for the purposes and rights described above. The Easement rights may be exercised by District and any of its employees, officers and authorized agents and contractors.

2. Grantor shall not disturb or tamper with any pipeline, valve, fitting, equipment, facility or appurtenance that District may construct or install within the Easement area. Grantor shall not construct any building, structure, or fence, conduct any excavation, grading, drilling, tree planting or other ground-surface alteration, or install any

other pipelines or underground utilities on or within the Easement area without the prior written consent of District, which consent shall not be withheld unreasonably. In the event that the District needs to access and uncover underground District facilities within the easement area, the District will restore and replace any cut asphalt concrete paving (or similar material) in accordance with District standards; however, the District will not restore or replace in kind any other improvement, structure, or features located in the District easements area that needs to be cut or removed to access the underground facility, including but not limited to: concrete curb, landscaping, irrigation, decorative paving, concrete pavement, walls, fences, signs etc. The District is additionally not responsible for any damages or costs associated with any adjacent business interruption or loss of use or access due to the need to access District facilities.

3. Grantor shall not grant to any third party any easement over, under, upon, across or through the Easement area that would unreasonably interfere with District's use of its Easement.

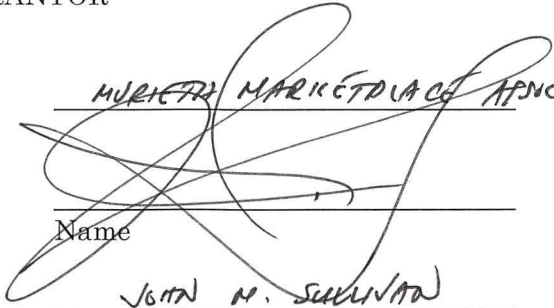
4. Grantor shall furnish District with keys to all gates that would otherwise restrict District's access to or within the Easement area.

5. The Easement shall run with the Property and bind, and inure to the benefit of, the successors in interest of Grantor and successors in interest and assigns of District.

6. District shall indemnify, defend, protect and hold harmless Grantor, and its officers, employees and agents, from and against any and all liability, claims, damages, expenses, and costs to the extent caused by a negligent act, error or omission, willful misconduct or violation of law of or by District or its officer, employee or authorized agent or contractor in the exercise of rights granted to District by the Easement, except any loss or damage caused by Grantor's sole negligence, gross negligence, active negligence or willful misconduct.

7. Except for the Easement rights granted to District, Grantor shall continue to have the full use, occupancy and enjoyment of the Property.

Dated: 3/9, 2020 GRANTOR

MURKIN MARKETPLACE ASSOCIATES, LLC  
  
Name  
JOHN M. SULLIVAN  
Title MANAGER

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Sacramento )

On March 9, 2020 before me, Josh Bruno, notary public  
Date Here Insert Name and Title of the Officer

personally appeared John M. Sullivan  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Josh Bruno  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Grant of Easement Document Date: 3-9-2020  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**EXHIBIT 'A'**  
**WATERLINE EASEMENT**  
**MURIETA GARDENS SHOPPING CENTER**

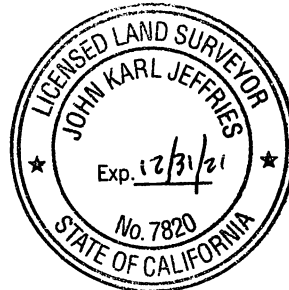
A waterline easement over and across a portion of Lot 1, Lot 2, Lot 3, and Lot 6 of that certain map entitled "Amended Subdivision No. 06-0514, Murieta Gardens Shopping Center", filed December 18, 2015 in Book 388 of Maps, at Page 01, Sacramento County Official Records. Situated in the County of Sacramento, State of California and being more particularly described as follows:

**Commencing** at the west corner common to said Lot 1 and Lot 3, thence along the west boundary of said Lot 1, being the east line of Murieta Drive (80 foot wide road) per said map, along the arc of a non-tangent curve, to the right, concave to the east, having a radius of 960.00 feet, a central angle of  $00^{\circ}34'51''$ , a bearing of South  $77^{\circ}34'39''$  East to the center of said curve, and an arc length of 9.73 feet to the **True Point of Beginning**; thence along the following 41 courses:

1. Thence continuing along last said curve, a central angle of  $00^{\circ}53'43''$ , and an arc length of 15.00 feet;
2. Thence leaving said boundary, South  $77^{\circ}18'20''$  East, 24.34 feet;
3. Thence South  $66^{\circ}03'20''$  East, 64.77 feet;
4. Thence North  $23^{\circ}56'40''$  East, 15.00 feet;
5. Thence South  $66^{\circ}03'20''$  East, 15.00 feet;
6. Thence South  $23^{\circ}56'40''$  West, 15.00 feet;
7. Thence South  $66^{\circ}03'20''$  East, 56.21 feet;
8. Thence North  $23^{\circ}56'40''$  East, 15.00 feet;
9. Thence South  $66^{\circ}03'20''$  East, 20.00 feet;
10. Thence South  $23^{\circ}56'40''$  West, 15.00 feet;
11. Thence South  $66^{\circ}03'20''$  East, 146.90 feet;
12. Thence North  $23^{\circ}56'41''$  East, 16.44 feet;
13. Thence South  $66^{\circ}03'19''$  East, 47.54 feet;
14. Thence South  $23^{\circ}56'40''$  West, 16.44 feet;
15. Thence South  $66^{\circ}03'20''$  East, 34.09 feet;
16. Thence North  $23^{\circ}56'40''$  East, 15.00 feet;
17. Thence South  $66^{\circ}03'20''$  East, 5.00 feet;
18. Thence South  $23^{\circ}56'40''$  West, 15.00 feet;
19. Thence South  $66^{\circ}03'20''$  East, 122.92 feet;
20. Thence North  $23^{\circ}56'40''$  East, 15.00 feet;
21. Thence South  $66^{\circ}03'20''$  East, 20.00 feet;
22. Thence South  $23^{\circ}56'40''$  West, 15.00 feet;
23. Thence South  $66^{\circ}03'20''$  East, 35.18 feet;
24. Thence North  $23^{\circ}37'39''$  East, 15.07 feet;
25. Thence South  $66^{\circ}03'20''$  East, 49.92 feet;
26. Thence South  $23^{\circ}56'40''$  West, 15.07 feet;
27. Thence South  $66^{\circ}03'20''$  East, 131.36 feet;
28. Thence North  $25^{\circ}45'43''$  East, 6.95 feet;

29. Thence North 64°14'17" West, 18.19 feet;
30. Thence North 25°45'43" East, 5.00 feet;
31. Thence South 64°14'17" East, 18.19 feet;
32. Thence North 25°45'43" East, 115.27 feet;
33. Thence South 64°34'04" East, 15.00 feet;
34. Thence South 25°45'43" West, 126.83 feet;
35. Thence South 66°03'20" East, 10.01 feet to a point on the southeast boundary of said Lot 6;
36. Thence along said southeast boundary, South 25°45'47" West, 15.01 feet;
37. Thence leaving said boundary, North 66°03'20" West, 757.57 feet;
38. Thence South 23°56'40" West, 26.06 feet;
39. Thence North 66°03'20" West, 15.00 feet;
40. Thence North 23°56'40" East, 25.92 feet;
41. Thence North 77°18'20" West, 22.34 feet to the **Point of Beginning**.

Containing 16,769 square feet, more or less.

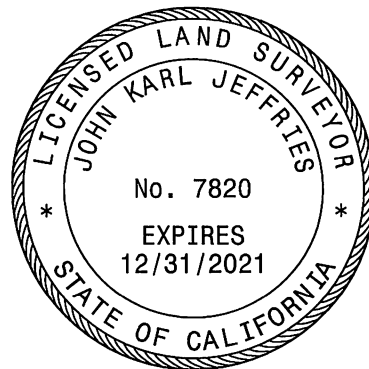
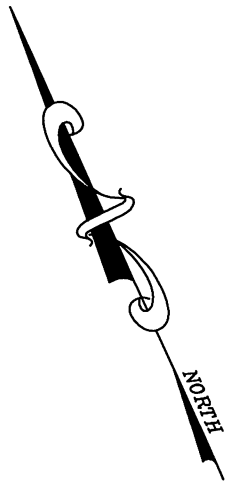
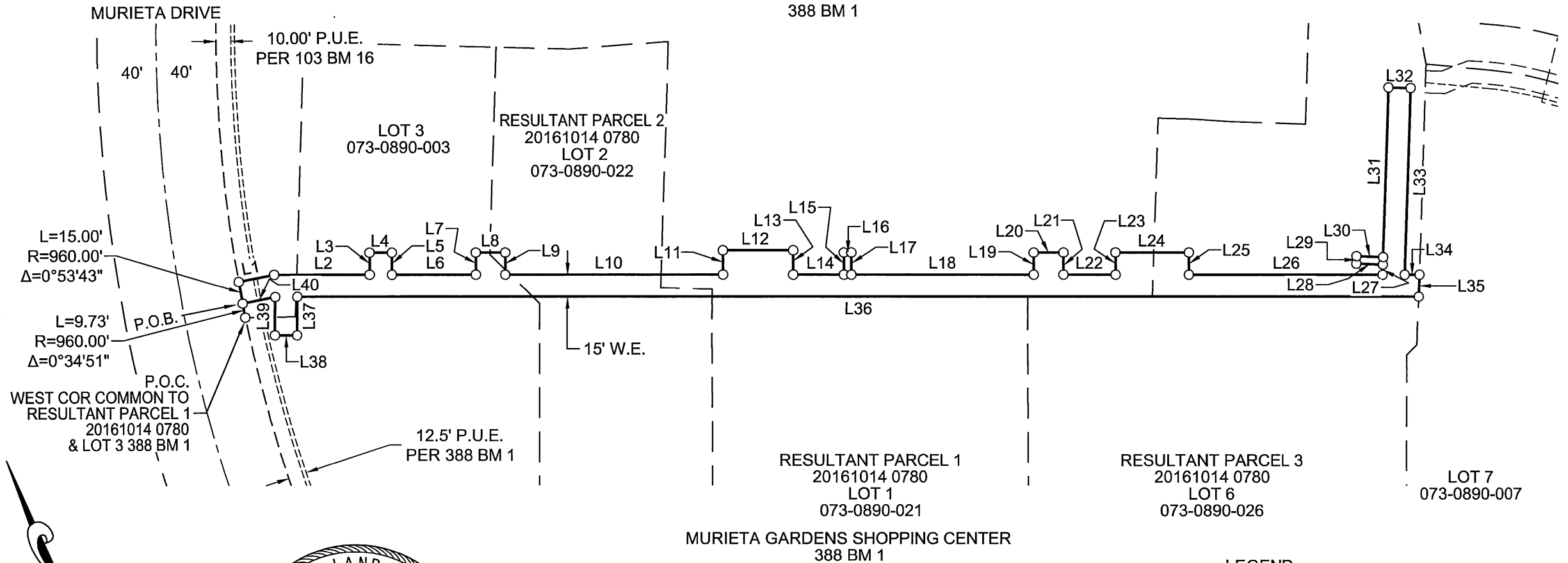


*John Karl Jeffries*  
3/9/20

# EXHIBIT 'B'

SHEET 1 OF 2

MURIETA GARDENS SHOPPING CENTER  
388 BM 1



*John Karl Jeffries*  
3/9/20

LEGEND	
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
BM	BOOK OF MAPS
W.E.	WATER EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT

**IBW** BAKER-WILLIAMS ENGINEERING GROUP  
Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services  
8020 Rutland Drive, Suite 19 ~ Carmichael CA 95608  
(916) 331-4336 ~ fax (916) 331-4430 ~ office@bwengineers.com

SCALE: 1"=80'  
JOB #: 13-11-061  
DATE: AUG., 2017

**WATER EASEMENT**  
MURIETA GARDENS SHOPPING CENTER  
RANCHO MURIETA  
SACRAMENTO COUNTY, CALIFORNIA

# EXHIBIT 'B'

SHEET 2 OF 2

## LINE TABLE

LINE #	LENGTH	DIRECTION
L1	24.34'	S 77° 18' 20" E
L2	64.77'	S 66° 03' 20" E
L3	15.00'	N 23° 56' 40" E
L4	15.00'	S 66° 03' 20" E
L5	15.00'	S 23° 56' 40" W
L6	56.21'	S 66° 03' 20" E
L7	15.00'	N 23° 56' 40" E
L8	20.00'	S 66° 03' 20" E
L9	15.00'	S 23° 56' 40" W
L10	146.90'	S 66° 03' 20" E
L11	16.44'	N 23° 56' 41" E
L12	47.54'	S 66° 03' 19" E
L13	16.44'	S 23° 56' 40" W
L14	34.09'	S 66° 03' 20" E
L15	15.00'	N 23° 56' 40" E
L16	5.00'	S 66° 03' 20" E
L17	15.00'	S 23° 56' 40" W
L18	122.92'	S 66° 03' 20" E
L19	15.00'	N 23° 56' 40" E
L20	20.00'	S 66° 03' 20" E

L21	15.00'	S 23° 56' 40" W
L22	35.18'	S 66° 03' 20" E
L23	15.07'	N 23° 37' 39" E
L24	49.92'	S 66° 03' 20" E
L25	15.07'	S 23° 56' 40" W
L26	131.36'	S 66° 03' 20" E
L27	6.95'	N 25° 45' 43" E
L28	18.19'	N 64° 14' 17" W
L29	5.00'	N 25° 45' 43" E
L30	18.19'	S 64° 14' 17" E
L31	115.27'	N 25° 45' 43" E
L32	15.00'	S 64° 34' 04" E
L33	126.83'	S 25° 45' 43" W
L34	10.01'	S 66° 03' 20" E
L35	15.01'	S 25° 45' 47" W
L36	757.57'	N 66° 03' 20" W
L37	26.06'	S 23° 56' 40" W
L38	15.00'	N 66° 03' 20" W
L39	25.92'	N 23° 56' 40" E
L40	22.34'	N 77° 18' 20" W

**IBW** BAKER-WILLIAMS ENGINEERING GROUP  
 Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services  
 6020 Rutland Drive, Suite 19 ~ Carmichael, CA 95608  
 (916) 331-4336 ~ fax (916) 331-4430 ~ office@bwengineers.com

SCALE: N/A

JOB #: 13-11-061

DATE: AUG., 2017

WATER EASEMENT  
 MURIETA GARDENS SHOPPING CENTER  
 RANCHO MURIETA  
 SACRAMENTO COUNTY, CALIFORNIA

## MEMORANDUM

Date: April 10, 2020  
To: Board of Directors  
From: Paul Siebensohn, Director of Field Operations  
Subject: Consider Approval for 6B Programable Logic Controller (PLC) Replacement

---

### RECOMMENDATION:

Approve proposal from TESCO Controls Inc., in an amount not to exceed \$22,825 plus a 15% contingency for \$26,248.75, funding to come from sewer replacement reserves.

### DISCUSSION:

The 6B sewer lift station pumps sewage from Unit 6 in the North community and from the 6A sewer lift station. This lift station was installed around 1992 when the Unit 6 development was built. TESCO installed the control panel and plc and programmed the plc for operation at that time. The station and its electrical components, including the plc, have been in service for 29 years. We are currently experiencing a high amount of station alarms which lock out the pumps, which appear to be due to failure anomalies with the plc. These failures occur randomly and require staff to return to site to troubleshoot and reset the station, including after hours on overtime. Due to the age and the high number of failures, it is highly recommended that we have it replaced.

Staff contacted TESCO for a quote to replace the plc and backpanel components which function to operate the sewer pumps for the site. TESCO and staff reviewed the site in detail. As a result of staff's request, TESCO provided the attached detailed quote which is broken down into two parts. Please see the attached quote for the detailing of it.

I am requesting that we sole source this project as TESCO as I am of the opinion that it is in the best interest of the District. TESCO was the original provider of the existing equipment and is poised to quickly and efficiently replace it all, including the programming.

Per District Purchasing Code, we may sole source this without bidding per code section here:

*c. Award of Contract: The General Manager shall make a recommendation to the Board on an award to the most qualified proposal based on the factors described in Section 7.01 above. In lieu of the RFP/Q process, if the General Manager determines that the process would not be advantageous or in the best interests of the District, the General Manager may recommend a sole source Professional Services contract to the Board. In its discretion, the Board may award the contract to the person or firm recommended by the General Manager or, if applicable, another proposer, reject all proposals and re-solicit proposals, reject all proposals and not proceed with the contract, or reject all proposals and direct that the General Manager solicit and negotiate a contract with a specific person or firm.*

Full Code found on website here:

<https://www.ranchomurietacsd.com/files/208a42c5a/Chap+4+purchasing+amended+10-2019.pdf>

Sewer Replacement reserves are currently at \$3,083,900.



The Improvements Committee has reviewed and approved this replacement.

To: Rancho Murieta Community Services District  
Attn: Travis Bohannon  
Re: Lift Station 6B PLC Upgrade  
& Repair Options

Quote Date: 3/31/2020  
Quote No.: 20B005Q01

Dear Travis:

Thank you for your continued interest in TESCO products, services, and solutions. We are pleased to quote the following scope of work pertaining to the above-referenced project.

### Project Understanding & Scope of Work

Rancho Murieta Community Services District has requested quotation regarding a Programmable Logic Controller (PLC) upgrade for their existing Lift Station 6B operations. This Lift Station's (LS) Motor Control Center (MCC) was provided by Tesco through project T-13920 in the year 1992 and included a TESCO Liquitronic IV (Liq-IV) PLC to enable this station's automated process control. The District has since requested quotation for this station's process electronics to be upgraded to today's current technology standards. Tesco is pleased to offer the District the latest in PLC technology by Tesco Controls, Inc., the L3000e. This PLC upgrade will be offered to the District as Option #1 in the quotation below. In addition, an 'Optional Adder' is presented to the District as recommendations for repairing the center control section of the existing LS-6B MCC.

#### **Option #1**

Tesco will provide the District with the manufacturing, supply, programming, and professional retrofit services of a new, upgraded L3000e PLC. This PLC comes standard with native Modbus RTU & Modbus TCP protocols, and is included with a 5-year manufactures warranty. Within this option, Tesco's PLC programming department will utilize the existing Liq-IV process programs from LS-6B, and provide the necessary programming modifications to merge this process control into the latest programming standards included in the L3000e PLC. This programming will also include integration programming for communications with the existing LS-6B auto-dialer as applicable (located within left section). Once completed, Tesco's PLC programming department will factory test these applications for verification of operations prior to installation. Tesco will then coordinate with the District for the scheduling of a qualified Tesco service technician to perform the new PLC's onsite retrofit services within the existing LS-6B MCC. Once onsite, Tesco will then remove the Liq-IV and its components from the existing control section, and then retrofit the new PLC, IO cards, terminal boards, and compact operator interface within the LS-6B MCC. Note, the compact operator interface will take the place of the existing Liq-IV PLC on the inner 'dead-front' door.

Following onsite retrofit services for the District's upgraded PLC, field wires will then be terminated and power applied in the performance of startup services. Tesco's technician will then perform onsite testing of the newly programmed PLC for validation and verification of the upgraded LS-6B's process control. Following testing confirmation, Tesco's technician will then provide the District's available operations personnel with onsite training encompassing any changes in operations or procedures resulting from this PLC upgrade. Project documentation in the form of a new Software Control Description (SCD) will be also included for record of new programming.

#### **Optional Adder**

During a recent site visit and request for repair assistance, Tesco's onsite technician surveyed the District's existing center control section of LS-6B and observed several concerns for repair. It has been noted that the center section of this MCC's wiring has degraded over the last 28 years and become brittle, jeopardizing the potential of arc risk within this lift station. A large burn mark over an existing wireway within the control section shows evidence of this arc risk. As such, Tesco recommends a new backpan replacement with associated terminal blocks, wire, wireways, heater, breakers and relays for the safety and longevity of the control section in this lift station. Note, all remaining

backpan hardware not listed within the Scope of Supply below will be reutilized unless found to be unserviceable or inoperable. Tesco’s engineering department will reengineer the new backpan under this ‘Optional Adder’ option to include updated architecture and electrical components for the future safety of this control section. This redevelopment will be presented as submittals to the District for approval prior to the start of fabrication and assembly. Following approval, the new backpan will be completed in-house, with space provisions provided for the remaining backpan hardware to be reutilized from the existing LS-6B. Tesco will then coordinate with the District for the onsite retrofit services of the new backpan.

Once onsite, Tesco’s service technicians will remove the District’s existing backpan, retrofit the reutilized remaining hardware, and then retrofit the new backpan within the control enclosure. All wires will then be re-terminated and the LS-6B controls operationally tested through the production of startup services. Following the successful testing of both new and reutilized hardware, Tesco will provide onsite training as needed for any new procedures or changes in operations resulting from this project upgrade. Project documentation, in the form of engineered shop drawings, equipment schematics, technical data and as-built documentation will be provided to the District as project records.

### Scope of Supply

Item	Qty	Description
<b><u>PLC UPGRADE</u></b>		
1	1	<b>TESCO Programmable Logic Controller Package Upgrade</b> to include: <ul style="list-style-type: none"> <li>▪ TESCO L3000e Programmable Logic Controller (PLC) CPU</li> <li>▪ L3000 Door Unit (3-Slot Chassis)</li> <li>▪ HDIO Card (6:AI, 2:AO, 16:DI, 8:DO)</li> <li>▪ HDDO Card (32:DO)</li> <li>▪ HDIO Terminal Board</li> <li>▪ HDDO Terminal Board</li> <li>▪ Terminal Cables</li> <li>▪ L3000 Power Supply Unit (PSU)</li> <li>▪ L3000 Standard (Compact) Operator Interface</li> <li>▪ Compact Interface Bezel Kit</li> </ul>
2	Lot	<b>Professional Services:</b> <ul style="list-style-type: none"> <li>▪ Project Management</li> <li>▪ Motor Control Center Retrofit Services – Retrofit of new PLC within existing MCC architecture</li> <li>▪ Engineering – engineered shop drawings, equipment schematics, technical data, and project records</li> <li>▪ Manufacturing Services – L3000 Bezel Kit</li> <li>▪ PLC Programming – L3000 Migration Programming of Existing Lift Station 6B Process Control Operations</li> <li>▪ OIT Programming – L3000 Compact Interface Keypad for Monitoring and Control of the Above Programming</li> <li>▪ Product Startup Services – product quality review, product parameter adjustments, product programming, software upload/download as required, instrument/device signal spanning, product/equipment reconfiguration as required, product function checks, and product startup.</li> <li>▪ Onsite Training</li> <li>▪ O&amp;M Manuals</li> </ul>
		<b>PLC UPGRADE TOTAL (including applicable sales tax):</b>
		<b><u>\$11,940.00</u></b>

Optional Adder

Item	Qty	Description
<b>OPTIONAL ADDER</b>		
3	1	<p><b>TESCO Center Control Section Backpan Replacement Package</b> to include:</p> <ul style="list-style-type: none"> <li>▪ New custom backpan with replacement hardware to include:                             <ul style="list-style-type: none"> <li>▪ Three (3) Motor Circuit Protection (MCP) Breakers                                     <ul style="list-style-type: none"> <li>▪ With Custom Standoff Brackets</li> </ul> </li> <li>▪ Three NEMA Size-2 Starters w/ Overloads                                     <ul style="list-style-type: none"> <li>▪ With Custom Standoff Brackets</li> </ul> </li> <li>▪ Space Provisions for existing Battery Charger</li> <li>▪ Space Provisions for existing Compressor &amp; Solenoid System</li> <li>▪ Surge Protective Device (SPD)</li> <li>▪ Space Provisions for existing ISRs</li> <li>▪ Space Provisions for existing Pump Leak/Temp Relays</li> <li>▪ Two (2) Control Power Transformers (CPT)</li> <li>▪ All New Wire &amp; Wireways</li> <li>▪ Panel Heater with Thermostat</li> <li>▪ Terminal Blocks and Relays as Required</li> </ul> </li> </ul> <p><b>Product Reconfiguration of MCC-6B Center Control Section</b> to include:</p> <ul style="list-style-type: none"> <li>▪ Removal of Decommissioned Hardware as Applicable</li> <li>▪ Reconfiguration of Battery Charge System as Applicable</li> </ul>
4	Lot	<p><b>Professional Services:</b></p> <ul style="list-style-type: none"> <li>▪ Project Management</li> <li>▪ Engineering – engineered shop drawings, equipment schematics, engineered submittals, technical data, as-built documentation, and project records</li> <li>▪ Manufacturing Services – fabrication, manufacturing, assembly, equipment wiring, and factory testing</li> <li>▪ Product Startup Services – product quality review, product parameter adjustments, product programming, software upload/download as required, instrument/ device signal spanning, product/equipment reconfiguration as required, product function checks, and product startup.</li> <li>▪ Onsite Training as Applicable</li> </ul>
		<b>OPTIONAL ADDER TOTAL (including applicable sales tax): \$10,885.00</b>

Project Clarifications

- Unless otherwise indicated by the Scope of Work above, quote is to **furnish only** and does not include any trade labor, trade work, construction work, site improvement, contractor services, or any trade installation services. Any trade labor and/or related trade work shall be performed by others/contractor.
- Please note, the Optional Adder offered within this scope is for replacement of the center control section’s backpan only.
- Unless otherwise indicated by the Scope of Work above, the following is **not** included within this quotation:
  - Conduit, field wire, tubing, or basic trade installation materials (brackets, screws, bolts, j-box, stanchions, pull-box, etc.)
  - Instrumentation mounting components, brackets, stanchions, sunshields, etc.
  - Local control stations and/or field mounted disconnects.
  - Instrumentation, devices, components, or equipment not specifically identified in the above quotation.
  - Fiber optic patch panels, cable, splicing or terminations.

- Networking infrastructure or architecture modifications to existing facilities.
- Any 3<sup>rd</sup> party testing, harmonic testing/analysis, protective device coordination study, short-circuit analysis, or Arc-Flash Risk Assessment (AFRA) services.
- Electrical interconnection diagrams for equipment not furnished by TESCO
- ISA process control loop diagrams.
- Signal loop diagrams for equipment not furnished by TESCO.

## Clauses, Terms and Conditions

- Quote is firm for 30 days unless otherwise stated.
- Intellectual Property and Confidentiality Notice: The scope of work and price quotation shall not be construed as a formal design or recommendations on design for the related project. All content contained within this quotation is the intellectual property under the proprietorship of Tesco Controls, Inc. and is subject to applicable copyright laws. Such intellectual property shall not be duplicated, replicated, copied, or shared without explicit written consent from Tesco Controls, Inc., as it contains confidential information and work product developed exclusively for use by Tesco Controls, Inc.
- Submittals: to be provided approximately **10-14** weeks after receipt of purchase order, written notice of intent, or notice to proceed.
- Delivery: to be scheduled approximately **10-14** weeks minimum after submittal approval.
- Unless otherwise stated above, price does not include any sales tax, use tax, or applicable fees; please apply any taxes and/or fees as appropriate. Please note that all invoices will include sales tax where applicable.
- TESCO price is FOB factory, full freight allowed.
- TESCO warranties against defect in design, workmanship, and materials for a period of one year from date of installation, and does not exceed 18 months from the date of shipment from the factory.
- TESCO carries liability insurance, with full workman's compensation coverage.
- Terms are net 30 days on approved credit accounts.
- Interest will be applied to all past due invoices.
- All merchandise sold is subject to lien laws.
- Final retention to be paid within 10 days after the project notice of completion.

Please feel free to contact us at (916) 395-8800 to discuss any questions or comments you may have regarding this quotation.

Sincerely,

TESCO CONTROLS, INC.



Douglas K Smith  
Technical Sales  
dsmith@tescocontrols.com

## MEMORANDUM

Date: April 10, 2020  
To: Board of Directors  
From: Paul Siebensohn, Director of Field Operations  
Subject: Consider Approval of West DAF Electrical panel replacement

---

### RECOMMENDED ACTION

Approve bid from Telstar Instruments for \$78,258 plus a 15% contingency, a total of \$89,996.70. Funding to come from Sewer Capital Replacement Reserves.

### BIDS

The request for bids packet was distributed to three local electrical integrators that the District frequently works with and posted on our website. Only one provided a sealed bid packet back on the requested forms within the time frame given, TELSTAR Instruments. Their bid is attached. TESCO verbally conveyed to me that they would not bid on this project. Prodigy Electric provided an email with a cost sheet on their own letterhead prior to the project going out to bid. When staff reached out to Prodigy they replied they could not provide a response to the bid packet within the bid timeframe or provide what was being requested within the project timeframe without adding an additional cost for expediting it. Prodigy's cost sheet is attached. I spoke with TELSTAR regarding their bid and they confirmed it, said they would utilize the existing Programmable Logic Controller (PLC) at the Tertiary Reclamation Plant for control, tie it in to the SCADA system with start/stop controls, and looked forward to possibly being awarded the project.

### BACKGROUND

This is a new wastewater operations project that has been put out to bid due to severe necessity of it. At the Wastewater Reclamation Plant there are two plants, an East Plant and a West Plant. The West Plant's Dissolved Air Floatation system (DAF) operates via an electrical control panel which appears to have had some non-standard work done to it over the years of its operation, shorted out components and burnt solid core wiring and connections, and now needs to be replaced. The panel's original electrical drawings were included with this bid packet as an attachment, along with the East DAF's newer electrical panel included as an additional attachment for reference only. This bid packet is attached for reference. The panel to be replaced operates two 23.5 amp, 460V pumps, a rake drive, 120v solenoid on the air tank system, exterior lights, a panel light, provides a 120 electrical outlet, and gets feedback from a wetted probe within the DAF tank that allow the pumps to start/stop. The system will power up when the Wastewater Reclamation Plant is "called" to turn on. A pressurization pump will turn-on after water within the West DAF is on a probe, a minute delay then triggers and then a pump will turn on. An alternating relay would cycle the two pressurization pumps every 2 hours, with a 15 second delay in between, to alternate the operation of the pumps. Both pumps should never operate at the same time. The rake arm is driven by a Variable Frequency Drive (VFD), which turns on when the plant is turned on. Also, a solenoid is opened on the air system to the hydropneumatics tank when the plant is called to turn on. The existing panel also has a light switch for exterior lights, and a 120v outlet. The bid packet was sent out to area electrical panel contractors and posted as a Request for Bids to the RMCSO website on February 26 with bids due March 17<sup>th</sup>. The project bid packet requests the panel to be built, installed and tested by June 5<sup>th</sup> of this year, an expedited time frame due to usual need to be functioning by that time.

Sewer Capital Replacement reserves are currently at \$3,083,900.

The Improvements Committee has reviewed and approved this replacement.

**WASTEWATER TREATMENT PLANT  
WEST DAF Electrical Panel REPLACEMENT**

**REQUEST FOR BIDS**

**Rancho Murieta Community Services District  
15160 Jackson Road  
Rancho Murieta, CA 95683  
(916) 354-3700**



## ADVERTISEMENT FOR BIDS

### *WASTEWATER TREATMENT PLANT – WEST DAF ELECTRICAL PANEL REPLACEMENT*

Notice is hereby given that Rancho Murieta Community Services District invites bids for the Wastewater Treatment Plant – West DAF Electrical Panel Replacement, at Rancho Murieta, Sacramento County, California. Sealed bids will be received until **11:45 am, March 17** at which time they will be evaluated.

The District's right is reserved to reject all bids. Any bid not conforming to the intent and purpose of the Contract Documents may be rejected. At any time prior to evaluation of bid, the Owner may issue addenda to the specifications. Preference will be given to those bidders who request and perform a site visit. The receipt of any addenda shall be noted on the bid and will become part of the Contract Documents.

The attention of bidders is directed to the requirements and conditions of employment to be observed and the prevailing wage rates to be paid under the Contract.

BY:  \_\_\_\_\_

Director of Field Operations  
Rancho Murieta Community Services District

## INFORMATION FOR BIDDERS

Rancho Murieta Community Services District, herein called the Owner or District, 15160 Jackson Road, P. O. Box 1050, Rancho Murieta, California 95683, will receive sealed bids for the **Wastewater Treatment Plant - West DAF Electrical Panel Replacement** until **11:45 am, March 17, 2020**, at which place and time, said bids will be opened and read aloud.

Each bid should be submitted in a sealed envelope, addressed to the **Rancho Murieta Community Services District, 15160 Jackson Road, P. O. Box 1050, Rancho Murieta, CA 95683**. Each sealed envelope containing a bid must be plainly marked on the outside as **Wastewater Treatment Plant - West DAF Electrical Panel Replacement**, and the envelope should bear on the outside the name of the bidder, his address, and his license number. All bids must be made on the required bid form. All blank spaces for bid prices must be filled in, in ink or typewritten, and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required.

Bidders must satisfy themselves to the accuracy and completeness of their bids by examination of the site and specifications including addenda. After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature or the work to be done.

The Owner may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the agreement and to complete the work contemplated herein.

The Contract Documents for the Wastewater Treatment Plant - West DAF Electrical Panel Replacement, contain the provisions required for the project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

The Owner may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the agreement and to complete the work contemplated herein.

A conditional or qualified bid will not be accepted. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout. Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation in respect to his bid. Further, the bidder agrees to abide by the requirements under the US Department of Labor Executive Order No. 11246, as amended.

The attention of bidders is directed to the requirements and conditions of employment to be observed and the prevailing wage rates to be paid under the contract. All bidders shall supply the

names and addresses of each subcontractor providing work for which each subcontract totals more than one-half of one percent of the total bid price. The subcontractors shall be listed on the appropriate forms in the contract documents.

The project manager is:

Paul Siebensohn, Rancho Murieta CSD, P. O. Box 1050, Rancho Murieta, California, 95683

Phone: (916) 354-3700, Fax: 354-2082.

e-mail [psiebensohn@rmcsd.com](mailto:psiebensohn@rmcsd.com); Secondary contact is Jason Dill [jdill@rmcsd.com](mailto:jdill@rmcsd.com)

All procedural and technical questions should be directed to the project manager or his designee.

Should a bidder find discrepancies in, or omissions from, the Specifications, or should he be in doubt as to their meaning, he shall at once notify the District and, should it be found that the point in question is not clearly and fully set forth a written addendum or Bulletin of Instructions will be sent to all bidders. Neither the District staff nor the District will be responsible for any oral instructions.

END OF INFORMATION FOR BIDDERS

# 1. BIDDING FORMS

BID

Proposal of \_\_\_\_\_ (hereinafter called Bidder), organized and existing under the laws of the State of \_\_\_\_\_, doing business as \_\_\_\_\_.\*

To the RANCHO MURIETA COMMUNITY SERVICES DISTRICT, (hereinafter called Owner).

In compliance with your Advertisement for Bids, bidder hereby proposes to perform all work for the Wastewater Treatment Plant - West DAF Electrical Panel Replacement, in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor. Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within the time specified in paragraph SP-12 of the Special Provisions. Bidder further agrees to pay as liquidated damages, that certain sum specified in paragraph SP-13 of the Special Provisions for each consecutive calendar day.

Bidder acknowledges receipt of the following addenda:

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\* Insert "a corporation," "a partnership," or "and individual" as applicable.

As provided in the Information for Bidders, the Bidder hereby agrees that he will not withdraw this bid within sixty (60) consecutive calendar days after the actual date of the opening of bids and that, if the Owner shall accept this bid, the Bidder will duly execute and acknowledge the agreement and furnish, duly executed and acknowledged, the required contract bonds and insurance certificates within ten (10) days after receipt of the Notice of Award.

Bidders shall not remove and submit the bid pages separately from the volume of Contract Documents, but shall submit their bids bound with the complete volume of attached Contract Documents, including all pages correctly assembled.

Bidder agrees to perform all the work described in the Contract Documents for the following Lump Sum or unit prices:

(See Bid Schedule on the following pages.)

**CONTRACT BID SCHEDULE**

**WASTEWATER TREATMENT PLANT - FILTER PLC REPLACEMENT CIP NO. 13-02-2**

ITEM #	DESCRIPTION	COST
1	In-kind replacement of West DAF panel with PLC vs timers/relays, painted steel NEMA 4 Panel	
2	Labor	
	<b>Total Cost</b>	

Respectfully Submitted:

\_\_\_\_\_ Signature  
 \_\_\_\_\_ Title  
 \_\_\_\_\_ Company  
 \_\_\_\_\_ Address  
 \_\_\_\_\_ City, State  
 \_\_\_\_\_ Date  
 \_\_\_\_\_ Phone Number

**SEAL** (If Bidder is a Corporation)

\_\_\_\_\_  
 Contractor License Number      Type      Exp.Date

Federal Tax ID # \_\_\_\_\_



**STATEMENT OF EXPERIENCE OF BIDDER**

The Bidder shall state below what work of similar magnitude, character and comparable difficulty at similar rates of progress he has done, and give references that will enable the District to judge his experience, skill, and business standing and his ability to conduct the work as completely and as rapidly as required under the terms of the contract. The District will require that the Contractor have the necessary experience and ability to perform the work, and if, in the opinion of the District, any bidder does not have the requisite experience or ability, the bid of that bidder may be rejected as not responsive. The Contractor is also expected to utilize only personnel experienced with the equipment under the conditions described on this job. By signing below, the Contractor agrees to abide by this clause. Failure to comply shall be sufficient cause for termination of this contract by the District. Should this occur, the District shall withhold sufficient monies from the Contract to ensure completion of the job in a timely manner and to pay any liquidated damages due the District. By signing below, Contractor covenants, warrants and represents the following:

1. Contractor is knowledgeable and experienced in performing services comparable to the work required by District under the Contract.
2. The Work shall be performed in a manner consistent with the highest level of care and skill exercised by other contractors performing similar work.
3. Contractor is currently, and at all times during the performance of the Work will be, qualified to carry out and perform the Work by reason of the fact that Contractor and its personnel are in compliance and will continue to comply with (a) all federal, state and local licensing, registration, certification, training, environmental, and health and safety requirements governing the performance of the Work; and (b) all applicable laws, codes, ordinances, rules, regulations and requirements of federal, state, local or other authorities (collectively, "Government(al) Agencies") having jurisdiction over the Work.

Contractor understands that if Contractor is the successful bidder, the foregoing representations, warranties and covenants are a material inducement in District's retention of Contractor to perform the Work.

<u>LOCATION OF WORK</u>	<u>CONTACT PERSON</u>	<u>CONTACT PHONE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Respectfully submitted,

\_\_\_\_\_  
(Signature)

## **2. SPECIAL PROVISIONS**



SPECIAL PROVISIONS  
FOR  
***WASTEWATER TREATMENT PLANT – WEST DAF ELECTRICAL PANEL  
REPLACEMENT***

SP-1. INTENT

The following modifications and additions are hereby made a part of these specifications and shall take precedence over any conflicting requirements stated elsewhere.

SP-2. TITLE OF PROJECT

The title of this project shall be **Wastewater Treatment Plant - West DAF Electrical Panel Replacement**, and all communications, reports, drawings, and progress payment estimates connected with this project shall refer to said title.

SP-3. GENERAL

3.01 **DESCRIPTION OF WORK**

Rancho Murieta Community Service District (RMCS D) Wastewater Reclamation Plant's West Dissolved Air Floatation (DAF) system was operated by an electrical control panel which appears to have had some non-standard work done to it over the years of its operation, shorted out components and burnt solid core wiring and connections, and now needs to be replaced. The panel's original electrical drawings are included with this bid packet as attachment 1, and the East DAF's newer electrical panel included as attachment 2 (for reference only). This panel to be replaced operates two 23.5 amp, 460V pumps, a rake drive, 120v solenoid on the air tank system, exterior lights, a panel light, provides a 120 electrical outlet, and gets feedback from a wetted probe within the DAF tank that allow the pumps to start/stop. The system will power up when the Wastewater Reclamation Plant is "called" to turn on. A pressurization pump will turn-on after water within the West DAF is on a probe, a minute delay then triggers and then a pump will turn on. An alternating relay would cycle the two pressurization pumps every 2 hours, with a 15 second delay in between, to alternate the operation of the pumps. Both pumps should never operate at the same time. The rake arm is driven by a VFD, which turns on when the plant is turned on. Also, a solenoid is opened on the air system when the plant is called to turn on. The existing panel also has a light switch for exterior lights, and a 120v outlet.

3.02 **SCOPE**

The Work to be preformed under this section consists generally of furnishing all equipment, tools, materials, labor, services and operations required for modernizing the existing West DAF Control Panel at the existing Rancho Murieta Waste Water Treatment Plant and includes all other work necessary to complete the project in accordance with Industry Standards and Districts Standards and General Conditions. All components must be rated for housing within a NEMA 4 panel that is subject to ambient conditions

for this area.

Existing panel will be removed and replaced with a new NEMA 4 panel with all the functionality of the old panel. New PLC with HMI will be mounted inside on inside panel door, with ethernet connection to be routed via conduit to a nearby Allen-Bradley Color Panel View Plus 7 PLC. (option – contractor may utilize existing AB PLC for function control if possible). Route a conduit and signal wiring connection existing AB PLC. All control wiring must also be replaced as part of this project, and panel and components must be new, mounted, and tested with District staff to ensure proper function.

### **PLC Programming:**

- Contractor will provide the necessary PLC programming for the West DAF system with all of the functionality of the existing panel that was provided by relays and timers. The PLC program will be developed using standard methods and program locks which include, but are not limited to:
  - Automated sequence of control logic
  - Alarm history and handling routine
  - PLC I/O configuration
  - Delay set point management functions
  - Pump and rake arm operation overview screen (run/off)
  - Timers set point screen where timers may be modified
  - Manual controls of pumps from pump status screen(s)

Control Panel Components (generally listed but not limited to)

- NEMA 4 free standing panel, painted blue (Sherwin Williams SW 9049 Sky Fall) NFPA 70E compliant
- 480v surge arrestor
- 120v surge arrestor
- 480v/120v Square D transformer
- Siemens IEC Contactors
- 2- 30amp Square D or Siemens Control Circuit Breakers
- ...all components necessary to allow complete functionality

Included from District

- **2 - Motor Starters (provided by District) *see photos***

PLC

- IDEC or Allen-Bradley PLC with ethernet capability and I/O for all current appurtenances for operation and future tie into existing Rockwell Software SCADA system through existing AB PLC at tertiary control system.

Updated project drawings in electronic (pdf), and .dwg CAD (if available), format.

### 3.03 QUALITY ASSURANCE

#### Panels

##### A. References

##### Referenced Standards:

1. National Electrical Manufacturers Association (NEMA):
  - a. 250, Enclosures for Electrical Equipment (1000 Volts Maximum).
  - b. PB 1, Panelboards.
2. National Fire Protection Association (NFPA):
  - a. 70, National Electrical Code (NEC).
3. Underwriters Laboratories, Inc. (UL):
  - a. 50, Enclosures for Electrical Equipment, Non-Environmental Considerations.
  - b. 67, Standard for Panelboards.

#### WIRING DEVICES

### 1.2 QUALITY ASSURANCE

##### A. Referenced Standards:

1. National Electrical Manufacturers Association (NEMA):
  - a. 250, Enclosures for Electrical Equipment (1000 Volts Maximum).
  - b. WD 1, General Color Requirements for Wiring Devices.
  - c. WD 6, Wiring Devices - Dimensional Requirements.
2. Underwriters Laboratories, Inc. (UL):
  - a. 20, General-Use Snap Switches.
  - b. 498, Standard for Attachment Plugs and Receptacles.
  - c. 514A, Metallic Outlet Boxes.
  - d. 894, Standard for Switches for Use in Hazardous (Classified) Locations.
  - e. 943, Ground-Fault Circuit-Interrupters.
  - f. 1010, Standard for Receptacle-Plug Combinations for Use in Hazardous (Classified) locations.

##### B. Experience

Provide references for minimum of two similar projects completed in the last 5 years with similar scope of work. Include name and address of project and contact person. Authorized representative must be present during all work conducted.

### 3.04 SUBMITTALS

The Contractor shall provide all equipment and materials as new. Submittals must be provided for District or their representative's review prior to installation. An "or equal" device may be allowed for any component other than the PLC brands noted.

- A. **Prior to Installation, submittals should be provided electronically for the project manager's review.**
- B. **Upon completion Contractor shall include technical product data including:**
  - 1. Acknowledgement that products submitted meet requirements of standards referenced.
  - 2. Manufacturer's manual in electronic and hardcopy formats. (1 hard copy)
  - 3. Updated wiring schematics and PLC programming "as-built"

### 3.05 **ACCESS, DELIVERY AND STORAGE**

The Contractor shall coordinate with the project manager for site access within District's regular business hours, and storage of materials and equipment.

### 3.06 **COMPLIANCE WITH REGULATORY REQUIREMENTS**

All applicable federal, state, and local regulatory agency requirements shall be complied with during the course of the work. The Contractor's attention is directed to the following list of District requirements that generally apply to Electrical and Controls work; the Contractor is responsible for identifying and complying with any other agencies or requirements not listed.

OSHA - Personnel protection during all phases of work, including exposure to airborne solvents, dust, and lead.

CAL/OSHA - Personnel protection; requirements may supersede OSHA regulations.

California Title 22 - Environmental requirements, including definition of abrasive blast materials and residue relative to hazardous waste disposal requirements.

Sacramento County Air Quality Management District – environmental requirements for limiting airborne emissions from equipment, products, and methods of operations.

### 5.04 **WARRANTY**

The Contractor shall guarantee all work unless otherwise noted for a period of one (1) year following the date of final acceptance by RMCSO. All issues with workmanship and programming shall be rectified by the Contractor at no cost to RMCSO in accordance with this specification and to the satisfaction of RMCSO or their appointed representative. A final retention of five (5) percent the total project cost will be retained to ensure contractor complies within six (6) month inspection findings if necessary. If no issues are discovered, or issues are resolved by contractor, final retention will be released based on acceptance of District.

#### SP-10. SCHEDULE AND COOPERATION WITH OTHERS

The Contractor shall proceed as soon as possible after the Notice to Proceed has been issued. No formal schedule is necessary for this project. Work will commence within the regular business hours of the District and recognize Holidays. Coordination with the project manager will suffice.

#### SP-11. METHOD OF FINANCING AND PROGRESS PAYMENTS

The work under this Contract will be paid for upon completion per the **District's Services agreement (attachment 3** – blank for reference only) The Contractor shall for payment per services agreement. The Owner will retain five percent (5%) of the estimated value of the total payment as part security for fulfillment of the Contract by the Contractor. Contractor hereby authorizes District to deduct or withhold from amount payable to Contractor in connection with the Contract, all amounts for which District is allegedly, or actually becomes, liable by reason of (i) Contractor's acts or omissions in performing, or failing to perform, its obligations under the Contract; or (ii) by reason of any indebtedness which shall appear to be, or is, the basis for a claim against District. District shall also be entitled to withhold a sum equivalent to the amount required to remedy any occurrences, which have been remedied or caused to be remedied by District, and for which Contractor is responsible to District under the Contract. Failure of District to exercise such right or the exercise of such right to deduct or withhold shall not, however, affect the obligation of Contractor to perform its obligations under the Contract.

#### SP-12. TIME OF COMPLETION

The Contractor performing the work will need to fully complete the Work, including testing, by **June 5, 2020**. Notice to Proceed will include an expected start date agreed upon with awarded contractor at District's discretion.

#### SP-13. LIQUIDATED DAMAGES

Liquidated damages shall be **One-Hundred Dollars (\$100.00) per day** past the completion date set forth in accepted schedule.

#### SP-14. INSURANCE

*See attached District Services Agreement (Att.3)*

The Contractor will not be required to provide insurance against damage to the project caused by "Acts of God," as defined in California Government Code Section 4150. The Contractor will, however, be responsible for restoring any damage caused by the elements or natural forces that does not fall within the definition of "Act of God," and all applicable insurance required by the Contract shall include coverage for such damage.

#### SP-15. WAGE SCALE

In accordance with the provisions of Section 1170 and 1773 of the Labor Code, the District has determined that general prevailing rate of wages are required for labor. These rates are set as per California Department of Industrial Relations for Sacramento County. Website:

<http://www.dir.ca.gov/dlsr/PWD/index.htm>

SP-16. ACCESS

The Contractor shall provide access to the site for the personnel of the District, inspection personnel, and other construction forces at all time during the construction. The work site will be available for commencement of work from Mon.-Fri., 7am-6pm daily, not including holidays.

SP-17. JOINT VENTURES

N/A.

SP-18. LAYDOWN AND STORAGE AREA

The District will make available a site within the fenced area of the reclamation plant for storage as needed by the Contractor. The Contractor shall limit his laydown and storage activities to this area and shall keep the gate locked at all times during non-construction hours.

SP-19. COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall comply fully, and not perform any work that is not in accordance with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority. If Contractor fails to comply fully, or performs any work contrary to such laws, Contractor shall assume full responsibility therefore and shall bear all costs attributable thereto.

SP-20. RISK OF LOSS

The Work shall be under the Contractor's responsible care and charge until its completion and final acceptance, and the Contractor shall bear the entire risk of injury, loss, or damage to any part thereof by causes of any nature whatsoever. The Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damage to any portion of the Work or the materials occasioned by any cause per State, County, and District laws, codes, and regulations, and shall bear the entire expense thereof.

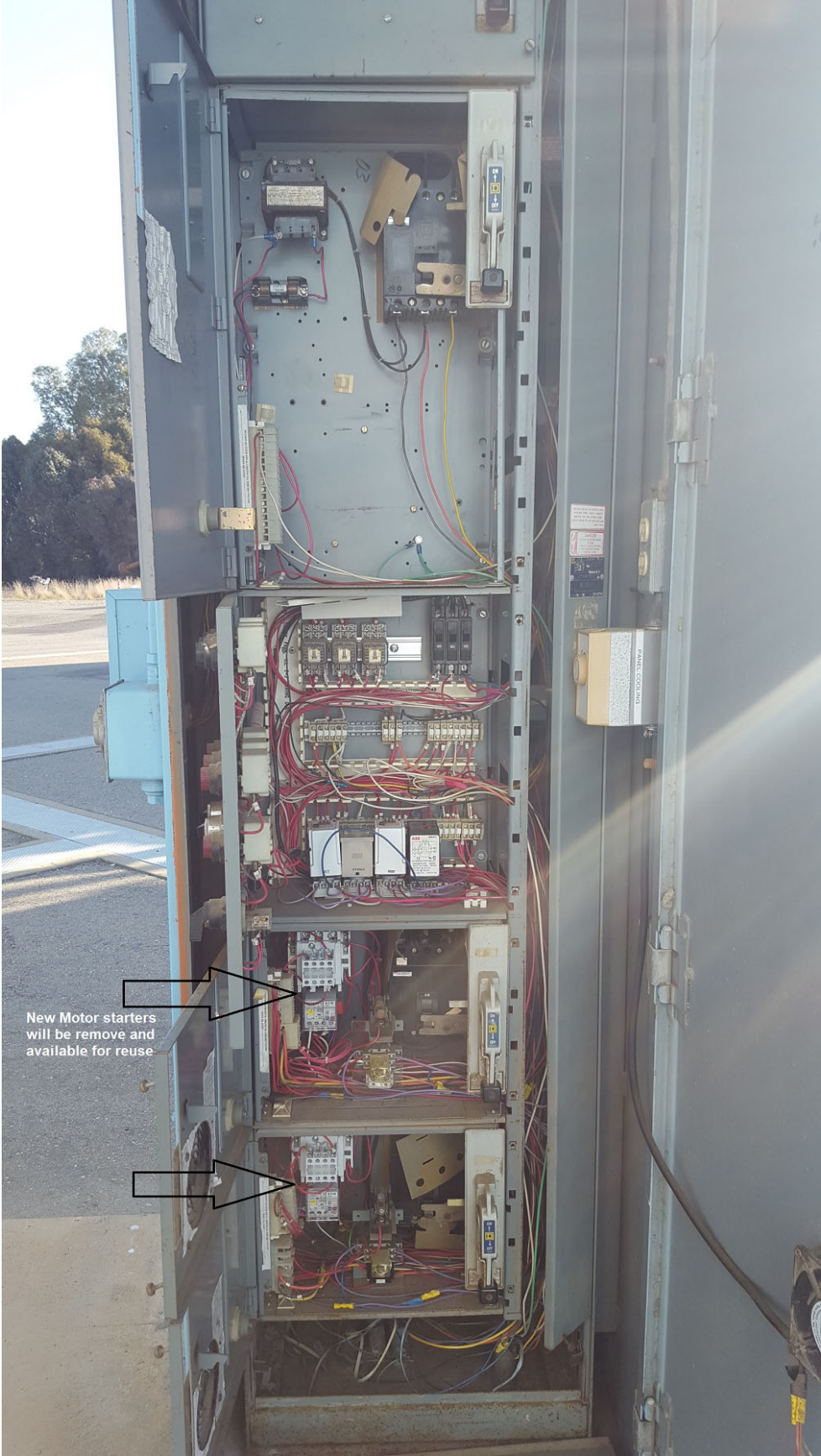
SP-21. INDEMNIFICATION

*See attached District Services Agreement (Att.3)*

**\*\* END OF SECTION \*\***



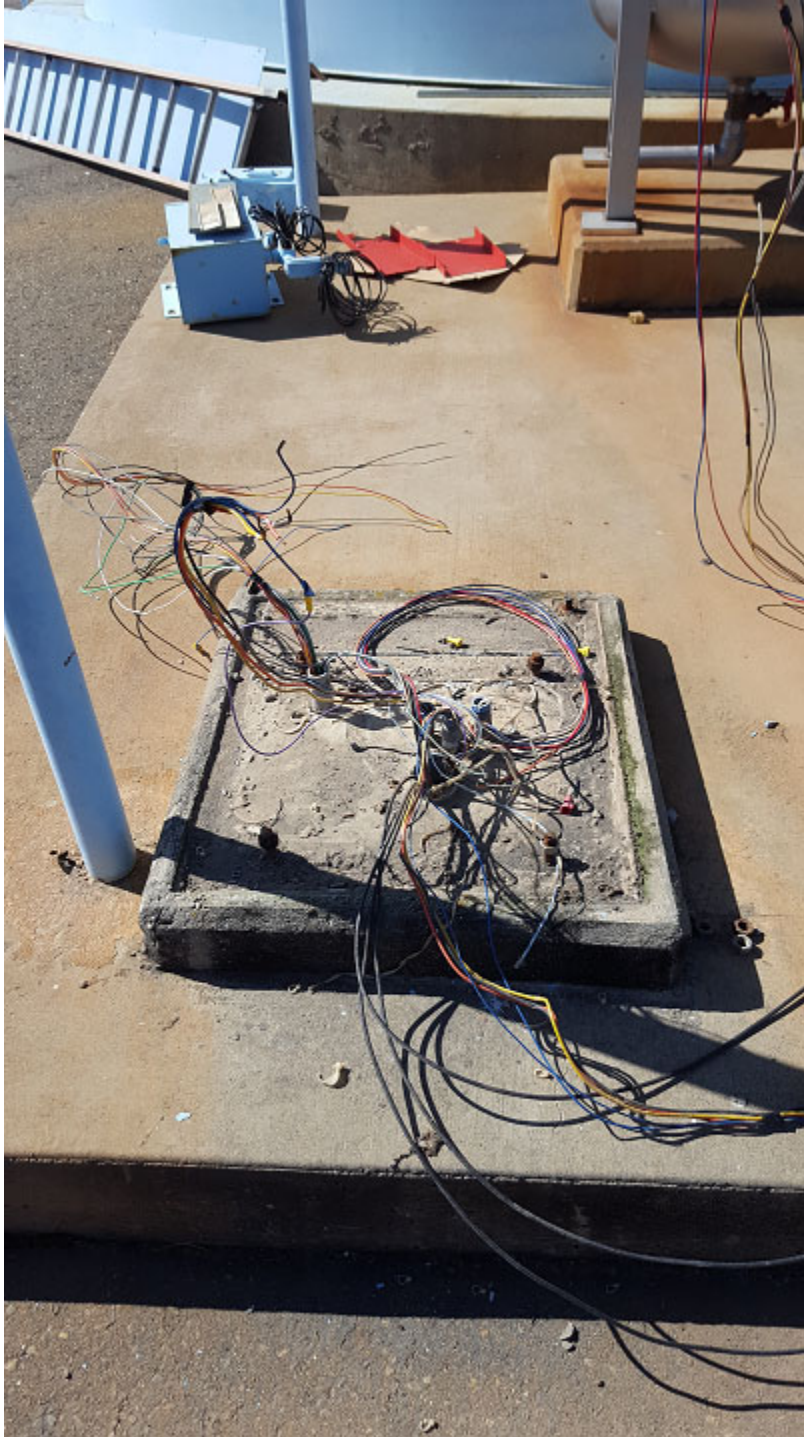
**Existing WEST DAF cabinet– Inside view**



New Motor starters  
will be remove and  
available for reuse

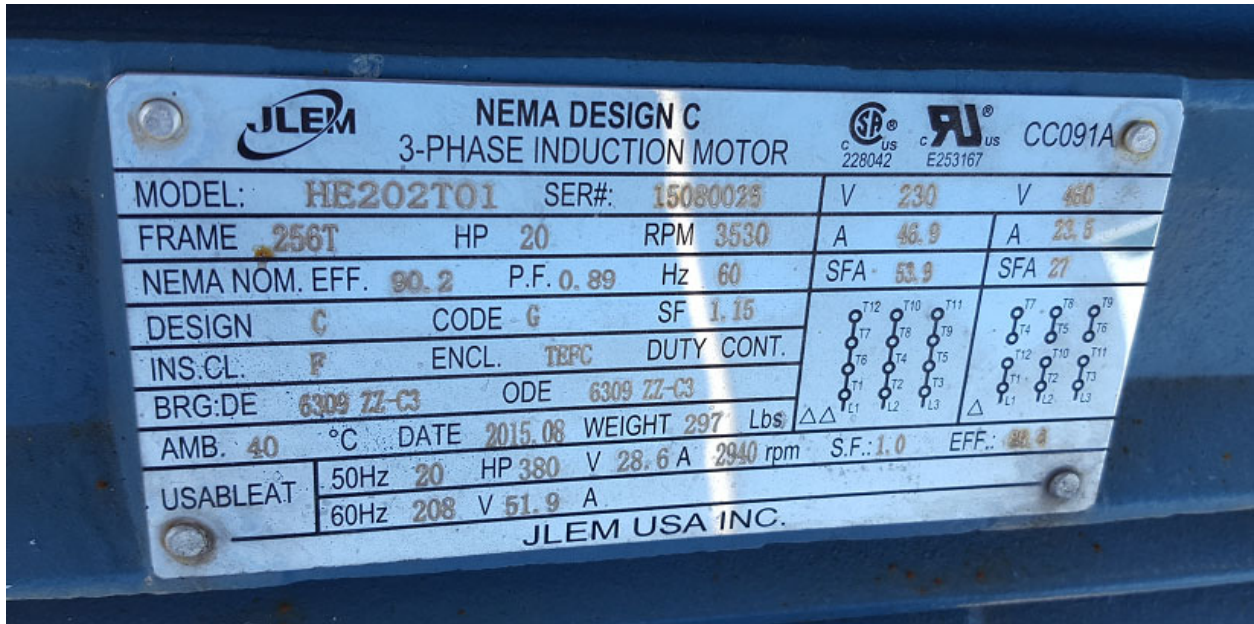


**View of West DAF panel removed**



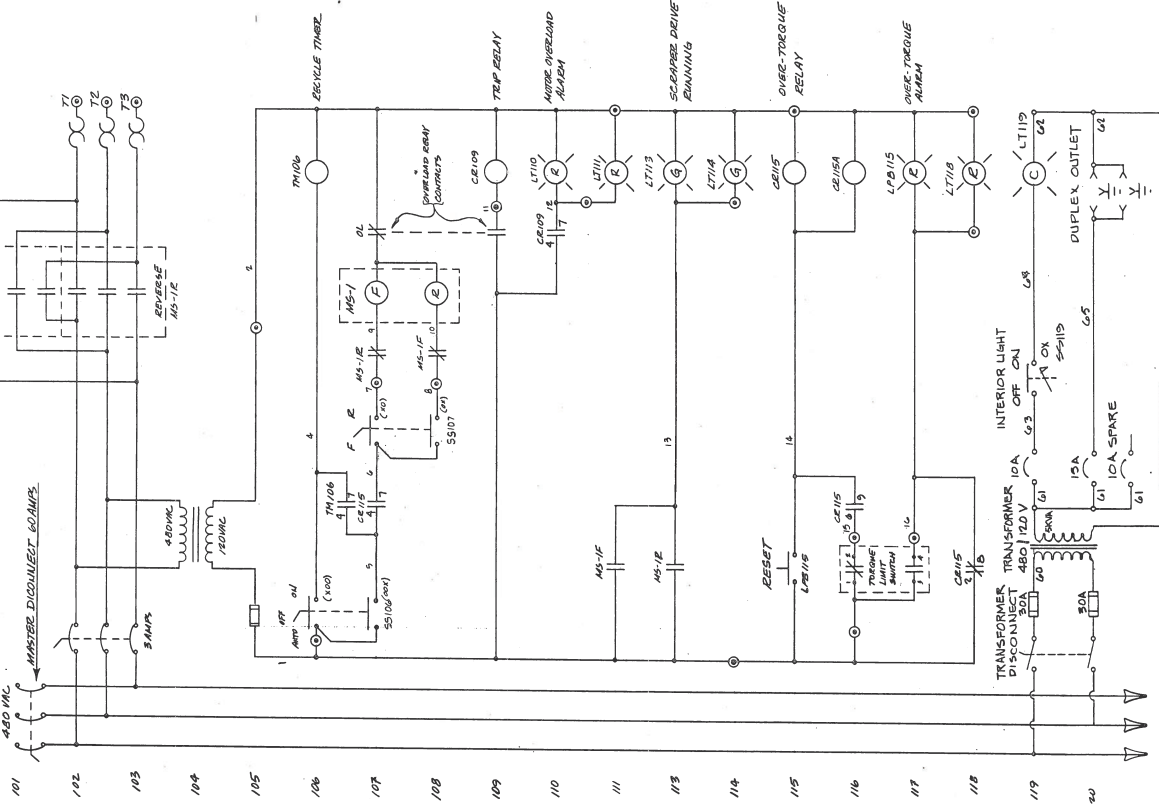
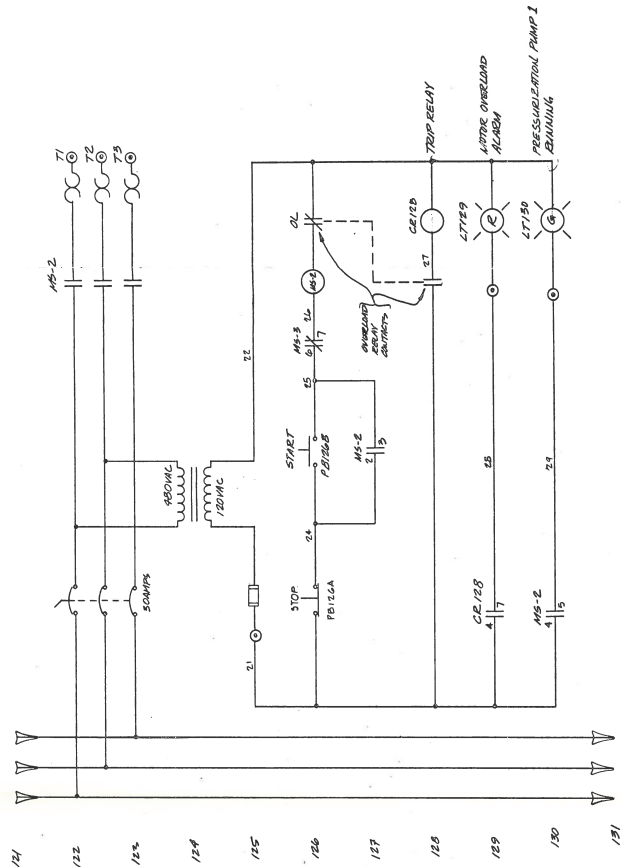
*Note: Panel is still next to site and available for reference*

# Pressurization Pump nameplate



## **Attachment 1**

Electrical Schematic for West DAF



REV.	DATE	BY	CHKD.	DATE
B	AS BUILT			
A	ADD REF LINES 115, 120, 123, 125 & 135	EJ		11-18-82
LET				

REVISION	
NO.	DATE
1	8/25/82
2	11/18

UNLESS OTHERWISE NOTED	NAME
FUNCTIONS:	DESIGNED BY
1"=120"	CHKD.
120"=480"	APPRO.
	DATE

OWNER TITLE	
SERCK BAKER	
SCHEMATIC - ELECTRICAL	
CONTROL DAF C-570	
JOB NO. 3853	DWG. NO.
DEPT. 497-236	REV. B
SCALE 1/8"=1'-0"	SHEET 1 OF 2

CUSTOMERS INCLUDING  
480 VAC  
MASTER DISCONNECT 60 AMPS

480VAC  
120VAC  
50 AMP  
3 AMP

START  
PB126.5  
STOP  
PB126A

TRIP RELAY  
CE128

MOTOR OVERLOAD ALARM  
LT110

PRESIGNAL MOTOR PUMP 1  
TRIP RELAY  
CE128

MOTOR OVERLOAD ALARM  
LT110

REVERSE  
MS-1F

FORWARD  
MS-1F

TRIP RELAY  
CE109

MOTOR OVERLOAD ALARM  
LT110

SCISSOR DRIVE RUNNING  
LT113

OVER-TORQUE RELAY  
CE115

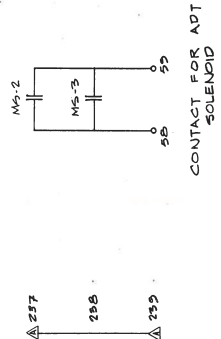
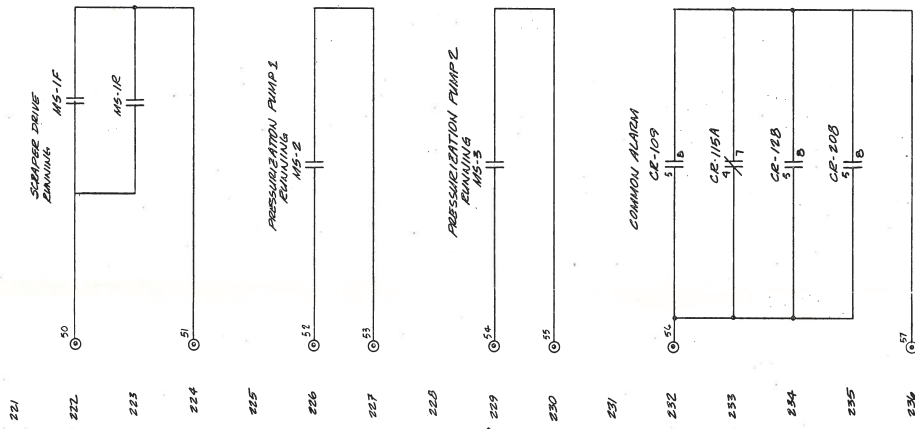
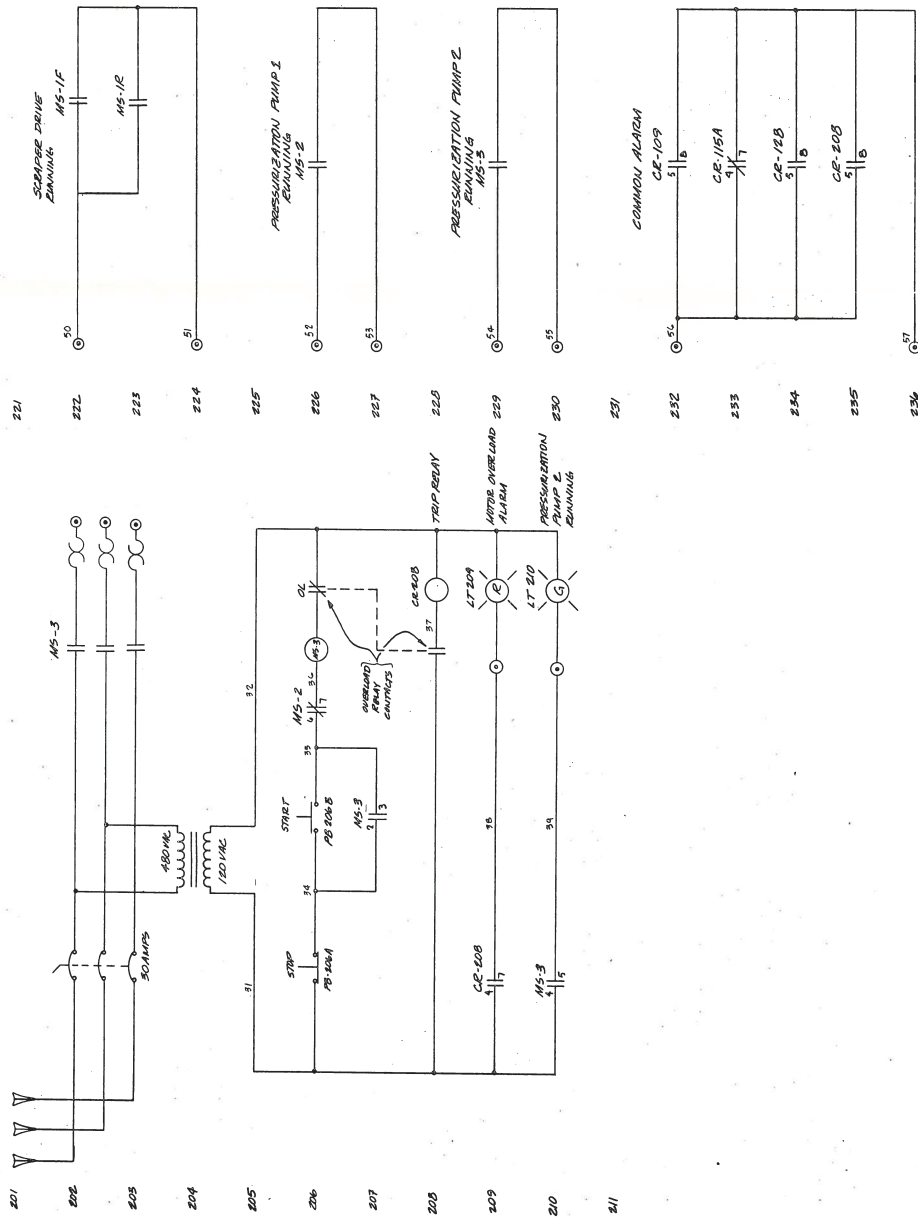
OVER-TORQUE ALARM  
LT118

TRANSFORMER DISCONNECT 10A  
480/120 V

INTERIOR LIGHT  
OFF ON

DUPLEX OUTLET  
G1

10A SPARE  
G1



LET	DESCRIPTION	BY	CHKD	DATE

UNLESS OTHERWISE NOTED		REVISION	
FRACCTIONS	ANGLES	NAME	DATE
1/16"	30°	MS	8-28-02
1/32"	45°		
1/64"	60°		
1/128"	75°		
1/256"	90°		
1/512"	105°		
1/1024"	120°		
1/2048"	135°		
1/4096"	150°		
1/8192"	165°		
1/16384"	180°		

DRAWN	CHKD	APPD	DATE
MS	EV	EV	11-18

OS No.	REV. No.	DATE	BY	CHKD
3453	497-236			

SCALE	SHEET	OF
1/4" = 1"	2	2

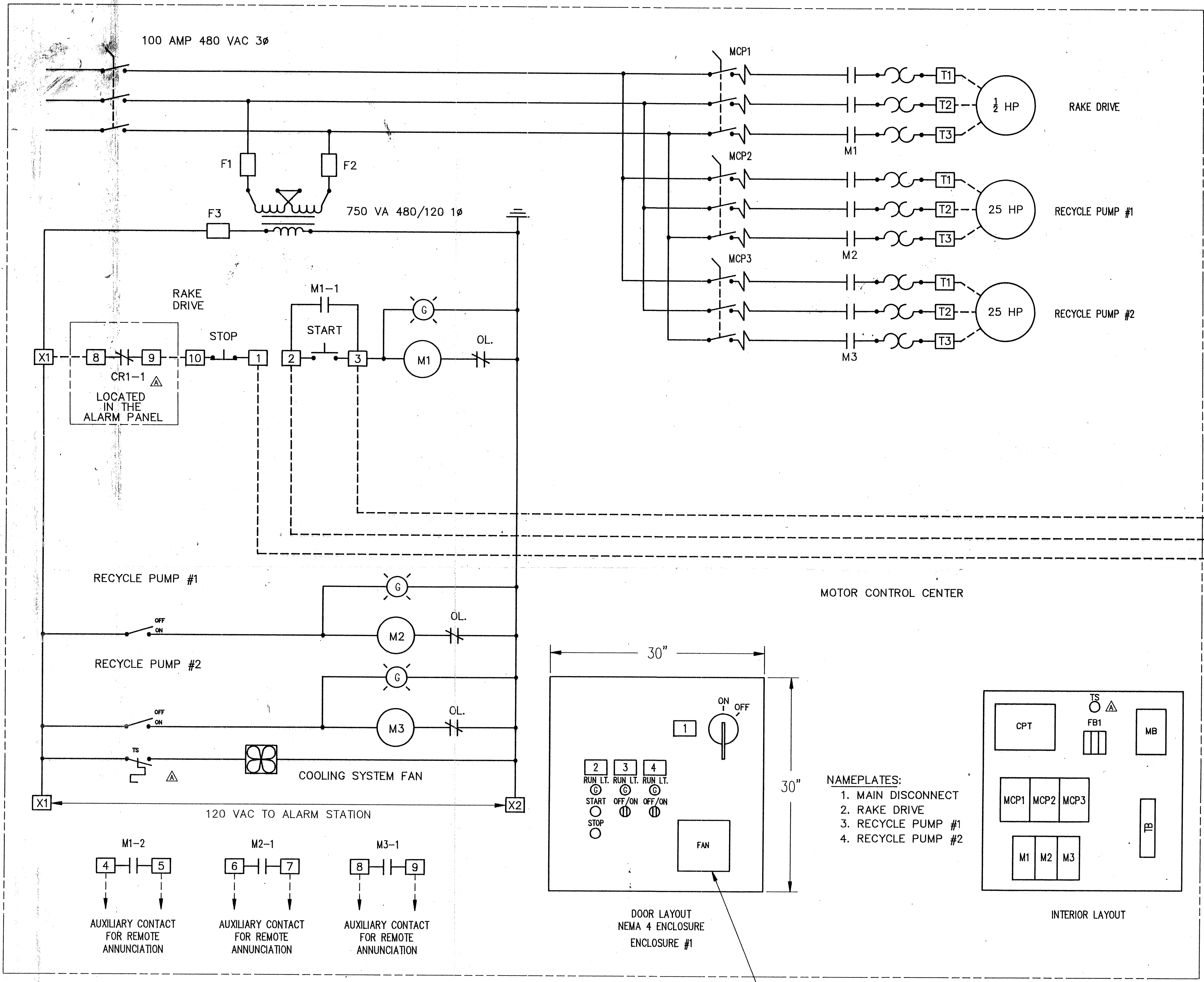
**OWNER TITLE:** RANCHO MURIETA WASTEWATER RECLAMATION FACILITY

**OWNER:** SERCK BAKER

**SCHEMATIC - ELECTRICAL, CONTROL DAF C-570**

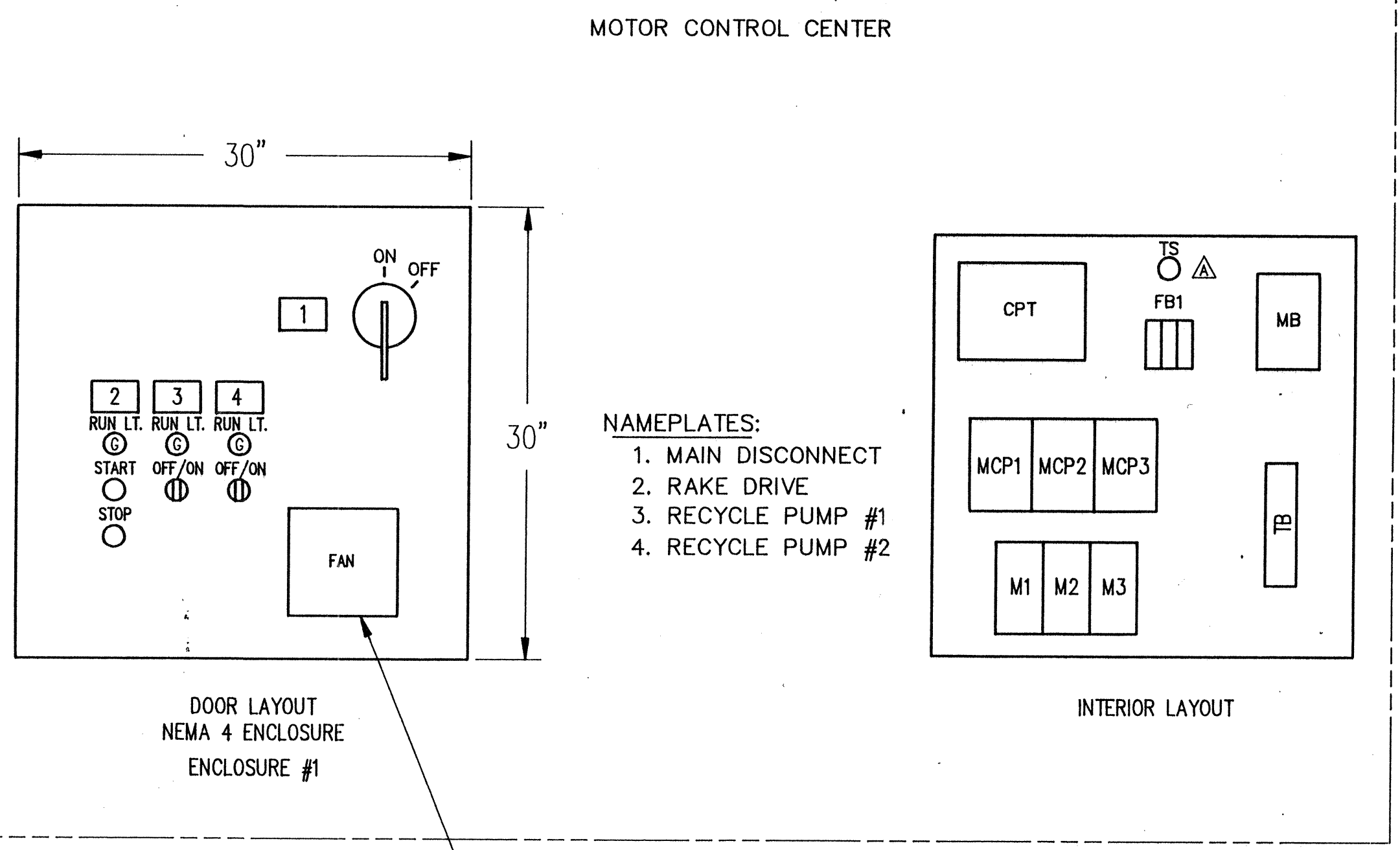
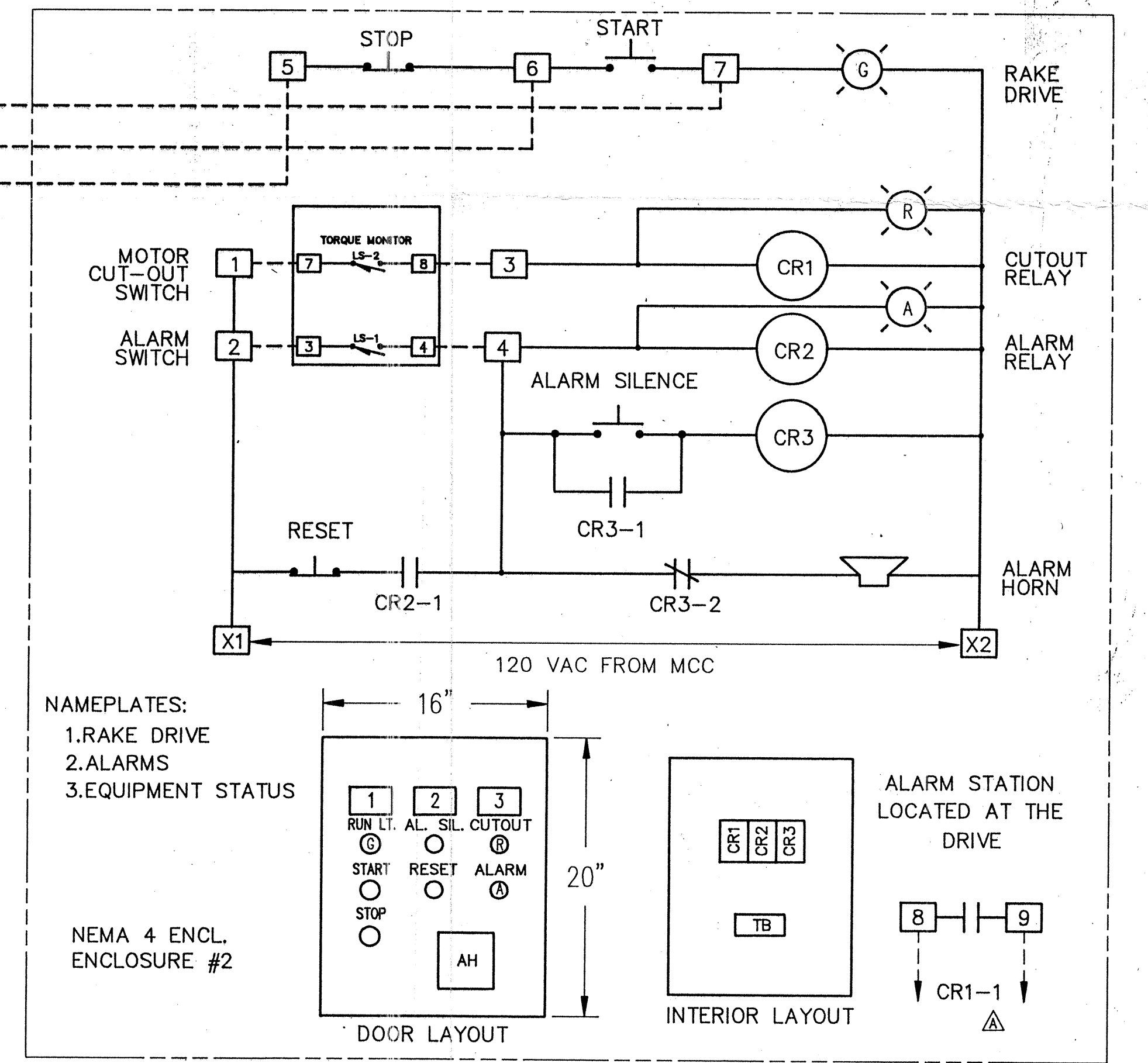
## **Attachment 2**

Electrical Schematic for East DAF  
(for general reference of a similar, but newer, panel)

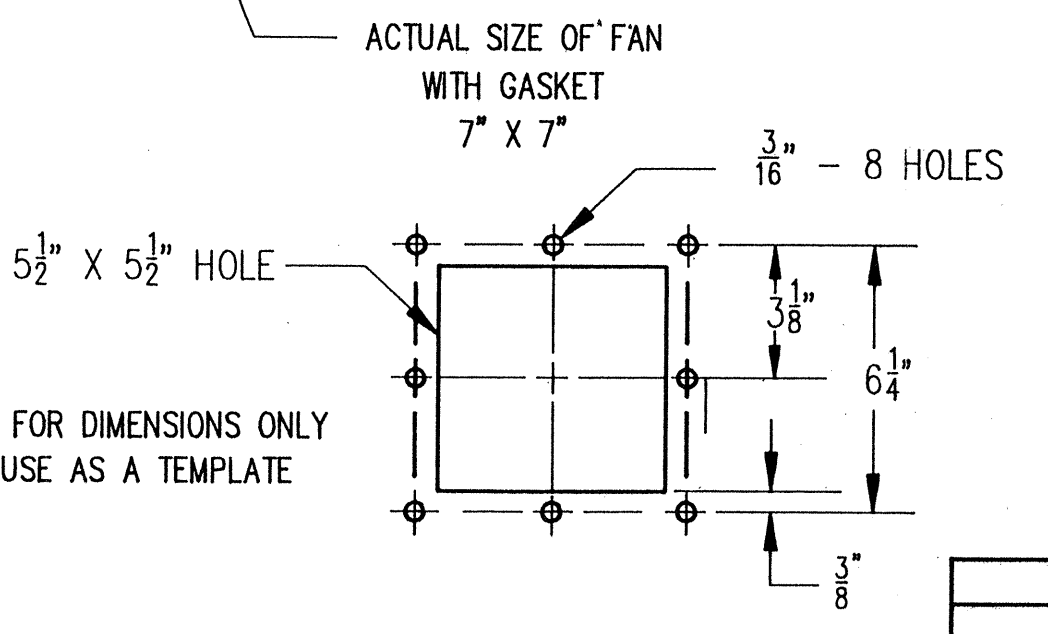


ITEM	QTY	DESCRIPTION
ENCL #1	1	T-30H30B, T-30P30 TANCO
MB	1	FS340100A CUTLER HAMMER
CPT	1	TA-1-81216 ACME
M1	1	AN16ANO, G320KGS3 CUTLER HAMMER
M2&3	2	AN16GNOA CUTLER HAMMER
F1&2	2	MEQ4 RELIANCE
F3	1	MEQ10 RELIANCE
MCP1	1	C370HMCP02 CUTLER HAMMER
MCP2&3	2	C370HMCP3 CUTLER HAMMER
FAN	1	CC200 NOREN
RUN LTS	3	10250T181N, 10250TC8N CUTLER HAMMER
START PB	1	10250T23B CUTLER HAMMER
STOP PB	1	10250T25R CUTLER HAMMER
OFF/ON	2	10250T20KB CUTLER HAMMER
TB	14	3450GR WOERTZ
OL1	1	H2004-3 CUTLER HAMMER
OL2&3	2	H2015-3 CUTLER HAMMER
FAN, TS	1	CC200-115, 3F051 NOREN PRODUCTS INC./ WHITE-RODGERS

ENCL #2	QTY	DESCRIPTION
ENCL #2	1	T-20H16A, T-20P16 TANCO
CR1-3	3	D5PA1, D5PR2A CUTLER HAMMER
AL. LT.	1	10250T181N, 10250TC9N CUTLER HAMMER
CUTOUT LT.	1	10250T181N, 10250TC7N CUTLER HAMMER
RUN LT.	1	10250T181N, 10250TC8N CUTLER HAMMER
AL. SIL.	1	10250T102, 10250T53 CUTLER HAMMER
RESET	1	10250T101, 10250T51 CUTLER HAMMER
START PB	1	10250T23B CUTLER HAMMER
STOP PB	1	10250T25R CUTLER HAMMER
TB	14	3450GR WOERTZ
HORN	1	350 FEDERAL SIGNAL



- NAMEPLATES:
1. MAIN DISCONNECT
  2. RAKE DRIVE
  3. RECYCLE PUMP #1
  4. RECYCLE PUMP #2



NOTES: 1) DASHED EQUIPMENT AND WIRING ARE NOT BY WESTECH ENG.

REFERENCE FOR DIMENSIONS ONLY  
DO NOT USE AS A TEMPLATE

ELECTRICAL SCHEMATIC									
DESCRIPTION									
DAF THICKENER					27' DIA.				
TYPE SIZE									
7-6-88	AW	OTO			8-5-91	JRR	MDW	LDB	
DATE	STD. BY	STD. CHKD.	STD. APPVD	SCALE	DATE	PROJ. BY	PROJ. CHKD.	PROJ. APPVD	
This drawing is property of WESTECH ENGINEERING, INC. and is transmitted in confidence. Neither receipt nor possession confers or transfers any rights to reproduce, use, or disclose, in whole or in part, data contained herein for any purpose, without the written permission of WESTECH ENGINEERING, INC.									
DRAWING NUMBER					PROJECT NUMBER				
E10D					4126				
REV.									

REVISED AS BUILT AND TESTED			
REVISION	BY	CHKD	DATE
	MDW	JRR	1-27-92



**Attachment 3**

District Service Agreement (blank copy)



**RANCHO MURIETA COMMUNITY SERVICES DISTRICT  
SERVICES AGREEMENT**

THIS AGREEMENT is entered into this \_\_\_\_\_, 2020, by and between Rancho Murieta Community Services District, a local government agency (“District”), and \_\_\_\_\_, a California corporation (“Consultant”), who agree as follows:

**1. Scope of Work.** Consultant shall perform the work and render the services described in the attached Exhibit A (the “Work”). Consultant shall provide all labor, services, equipment, tools, material and supplies required or necessary to properly, competently and completely perform the Work. Consultant shall determine the method, details and means of doing the Work.

**2. Payment.**

a. In exchange for the Work, District shall pay to Consultant a fee based on Consultant’s actual time and expenses necessarily and actually expended on the Work in accordance with Consultant’s fee schedule, attached as Exhibit A. The total fee for the Work shall not exceed \$15,000. There shall be no compensation for extra or additional work or services by Consultant unless approved in advance in writing by District. Consultant’s fee includes all of Consultant’s costs and expenses related to the Work.

b. At the end of each month, Consultant shall submit to District an invoice for the Work performed during the preceding month. The invoice shall include a brief description of the Work performed, the dates of Work, number of hours worked and by whom (if payment is based on time), payment due, and an itemization of any reimbursable expenditures. If the Work is satisfactorily completed and the invoice is accurately computed, District shall pay the invoice within 30 days of its receipt.

**3. Term.**

a. This Agreement shall take effect on the above date and continue in effect until completion of the Work, unless sooner terminated as provided below. Time is of the essence in this Agreement. Consultant shall perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.

b. This Agreement may be terminated at any time by District upon 10 days advance written notice to Consultant. In the event of such termination, Consultant shall be fairly compensated for all work performed to the date of termination as calculated by District based on the above fee and payment provisions. Compensation under this subsection shall not include any termination-related expenses, cancellation or demobilization charges, or lost profit associated with the expected completion of the Work or other such similar payments relating to Consultant’s claimed benefit of the bargain.

**4. Professional Ability of Consultant.** Consultant represents that it is specially trained and experienced, and possesses the skill, ability, knowledge and certification, to competently perform the Work provided by this Agreement. District has relied upon Consultant’s training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Work performed by Consultant shall be in

accordance with applicable legal requirements and meet the standard of care and quality ordinarily to be expected of competent professionals in Consultant's field.

**5. Conflict of Interest.** Consultant (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have and shall not acquire any direct or indirect investment, interest in real property or source of income that would be affected in any manner or degree by the performance of Consultant's services under this agreement, and (b) no person having any such interest shall perform any portion of the Work. The parties agree that Consultant is not a designated employee within the meaning of the Political Reform Act and District's conflict of interest code because Consultant will perform the Work independent of the control and direction of the District or of any District official, other than normal contract monitoring, and Consultant possesses no authority with respect to any District decision beyond the rendition of information, advice, recommendation or counsel.

#### **6. Consultant Records.**

a. Consultant shall keep and maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to the Work and invoice preparation and support for a minimum period of three years (or for any longer period required by law) from the date of final payment to Consultant under this Agreement. District may inspect and audit such books and records, including source documents, to verify all charges, payments and reimbursable costs under this Agreement.

b. In accordance with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the California State Auditor for three years following final payment under the Agreement.

**7. Ownership of Documents.** All works of authorship and every report, study, spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other document or thing prepared, developed or created by Consultant under this Agreement and provided to District ("Work Product") shall be the property of District, and District shall have the right to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Consultant or any other party. Consultant may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Consultant shall not provide any Work Product to any third party without District's prior written approval, unless compelled to do so by legal process. If any Work Product is copyrightable, Consultant may copyright the same, except that, as to any Work Product that is copyrighted by Consultant, District reserves a royalty-free, nonexclusive and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If District reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then District shall hold Consultant harmless against all claims, damages, losses and expenses arising from such reuse or modification. For any Work Product provided to District in paper format, upon request by District at any time (including, but not limited to, expiration or termination of this Agreement), Consultant agrees to provide the Work Product to District in a readable, transferable and

usable electronic format generally acknowledged as being an industry-standard format for information exchange between computers (e.g., Word file, Excel spreadsheet, AutoCAD file).

**8. Compliance with Laws.** Consultant shall perform the Work in compliance with all applicable federal, state and local laws and regulations. Consultant shall possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform the Work. Consultant shall comply with all federal, state and local air pollution control laws and regulations applicable to the Consultant and its Work (as required by California Code of Regulations title 13, section 2022.1).

**9. Indemnification.** Consultant shall, to the fullest extent permitted by law, indemnify, defend (with counsel approved by District), protect, and hold harmless District, and its officers, employees, volunteers and agents from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) of every nature arising out of Consultant’s performance of the Work and caused by any negligent act or omission, willful misconduct or violation of law of or by Consultant or its employees, agents and subcontractors, except where caused by the sole negligence or willful misconduct of District or as otherwise provided or limited by law. Consultant’s obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

**10. Insurance.**

a. Types & Limits. Consultant at its sole cost and expense shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

<i>Type</i>	<i>Limits</i>	<i>Scope</i>
Commercial general liability	\$1,000,000 per occurrence & \$2,000,000 aggregate	at least as broad as ISO CG 0001
Automobile liability	\$1,000,000 per accident	at least as broad as ISO CA 0001, code 1 (any auto)
Workers’ compensation	statutory limits	
Employers’ liability	\$1,000,000 per accident	

b. Other Requirements. The general and automobile liability policy(ies) shall be endorsed to name District, its officers, employees, volunteers and agents as additional insureds regarding liability arising out of the Work. Consultant’s coverage shall be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability. District's insurance or self-insurance, if any, shall be excess and shall not contribute with Consultant's insurance. Each insurance policy shall be endorsed to state that coverage shall not be canceled, except after 30 days (10 days for non-payment of premium) prior written notice to District. Insurance is to be placed with admitted insurers with a current A.M. Best’s rating of A-:VII or better unless otherwise acceptable to District. Workers’ compensation insurance issued by the State Compensation Insurance Fund is acceptable. Consultant agrees to waive subrogation that any insurer may acquire from Consultant by virtue of the payment of any loss relating to the Work. Consultant agrees to obtain any endorsement that may be necessary to implement this subrogation waiver.

c. Proof of Insurance. Upon request, Consultant shall provide to District the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and

(b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage.

**11. Entire Agreement; Amendment.** The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the Work. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the Work, except those other documents (if any) that are expressly referenced in this Agreement. This Agreement may be amended only by a subsequent written contract approved and executed by both parties.

**12. Independent Contractor.** Consultant's relationship to District is that of an independent contractor. All persons hired by Consultant and performing the Work shall be Consultant's employees or agents. Consultant and its officers, employees and agents are not District employees, and they are not entitled to District employment salary, wages or benefits. Consultant shall pay, and District shall not be responsible in any way for, the salary, wages, workers' compensation, unemployment insurance, disability insurance, tax withholding, and benefits to and on behalf of Consultant's employees. Consultant shall, to the fullest extent permitted by law, indemnify District, and its officers, employees, volunteers and agents from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board, other federal or state agency, or court concerning Consultant's independent contractor status or employment-related liability.

**13. Assignment.** Consultant may not assign, delegate, transfer or subcontract any of its rights, duties, obligations or other interests in this Agreement without District's prior written consent. Any assignment, delegation, transfer or subcontract in violation of this provision is null and void.

**14. No Waiver of Rights.** Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by District to Consultant shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

**15. Severability.** If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

**16. Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California. The county and federal district court where District's office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.

**17. Notice.** Any notice, invoice or other communication that is required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail addressed as follows:

District:  General Manager Rancho Murieta Community	Consultant:
--	-------------

Services District P.O. Box 1050 15160 Jackson Road Rancho Murieta, CA 95683	
--	--

Any party may change its address by notifying the other party of the change in the manner provided above.

\_\_\_\_\_

RANCHO MURIETA COMMUNITY  
SERVICES DISTRICT

\_\_\_\_\_

By: \_\_\_\_\_  
General Manager

By: \_\_\_\_\_

\_\_\_\_\_ *[name]*

\_\_\_\_\_ *[title]*

# 1. BIDDING FORMS

BID

Proposal of Telstar Instruments (hereinafter called Bidder), organized and existing under the laws of the State of California, doing business as a corporation.\*

To the RANCHO MURIETA COMMUNITY SERVICES DISTRICT, (hereinafter called Owner).

In compliance with your Advertisement for Bids, bidder hereby proposes to perform all work for the Wastewater Treatment Plant - West DAF Electrical Panel Replacement, in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor. Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within the time specified in paragraph SP-12 of the Special Provisions. Bidder further agrees to pay as liquidated damages, that certain sum specified in paragraph SP-13 of the Special Provisions for each consecutive calendar day.

Bidder acknowledges receipt of the following addenda:

N/A

\* Insert "a corporation," "a partnership," or "and individual" as applicable.

As provided in the Information for Bidders, the Bidder hereby agrees that he will not withdraw this bid within sixty (60) consecutive calendar days after the actual date of the opening of bids and that, if the Owner shall accept this bid, the Bidder will duly execute and acknowledge the agreement and furnish, duly executed and acknowledged, the required contract bonds and insurance certificates within ten (10) days after receipt of the Notice of Award.

Bidders shall not remove and submit the bid pages separately from the volume of Contract Documents, but shall submit their bids bound with the complete volume of attached Contract Documents, including all pages correctly assembled.

Bidder agrees to perform all the work described in the Contract Documents for the following Lump Sum or unit prices:

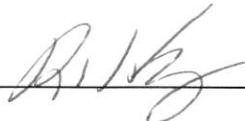
(See Bid Schedule on the following pages.)

**CONTRACT BID SCHEDULE**

**WASTEWATER TREATMENT PLANT - FILTER PLC REPLACEMENT CIP NO. 13-02-2**

ITEM #	DESCRIPTION	COST
1	In-kind replacement of West DAF panel with PLC vs timers/relays, painted steel NEMA 4 Panel	\$ 35,572
2	Labor	\$ 42,686
	<b>Total Cost</b>	\$ 78,258

Respectfully Submitted:

  
 \_\_\_\_\_  
 Signature  
 President  
 \_\_\_\_\_  
 Title  
 Telstar Instruments  
 \_\_\_\_\_  
 Company  
 1717 Solano Way, Unit 34  
 \_\_\_\_\_  
 Address  
 Concord, CA 94520  
 \_\_\_\_\_  
 City, State  
 March 12, 2020  
 \_\_\_\_\_  
 Date  
 925-671-2888  
 \_\_\_\_\_  
 Phone Number

**SEAL** (If Bidder is a Corporation)

422364                      C10, C7, A, B                      05/31/2020  
 Contractor License Number      Type                      Exp.Date

Federal Tax ID # 94-2785168

## DESIGNATION OF SUBCONTRACTORS

The following is the name and location of the mill, shop or office of each subcontractor who will perform work or labor or render services to the above-signed bidder.

TYPE OF WORK	NAME	LICENSE NO.	BUSINESS ADDRESS
	N/A		



## STATEMENT OF EXPERIENCE OF BIDDER


The Bidder shall state below what work of similar magnitude, character and comparable difficulty at similar rates of progress he has done, and give references that will enable the District to judge his experience, skill, and business standing and his ability to conduct the work as completely and as rapidly as required under the terms of the contract. The District will require that the Contractor have the necessary experience and ability to perform the work, and if, in the opinion of the District, any bidder does not have the requisite experience or ability, the bid of that bidder may be rejected as not responsive. The Contractor is also expected to utilize only personnel experienced with the equipment under the conditions described on this job. By signing below, the Contractor agrees to abide by this clause. Failure to comply shall be sufficient cause for termination of this contract by the District. Should this occur, the District shall withhold sufficient monies from the Contract to ensure completion of the job in a timely manner and to pay any liquidated damages due the District. By signing below, Contractor covenants, warrants and represents the following:

1. Contractor is knowledgeable and experienced in performing services comparable to the work required by District under the Contract.
2. The Work shall be performed in a manner consistent with the highest level of care and skill exercised by other contractors performing similar work.
3. Contractor is currently, and at all times during the performance of the Work will be, qualified to carry out and perform the Work by reason of the fact that Contractor and its personnel are in compliance and will continue to comply with (a) all federal, state and local licensing, registration, certification, training, environmental, and health and safety requirements governing the performance of the Work; and (b) all applicable laws, codes, ordinances, rules, regulations and requirements of federal, state, local or other authorities (collectively, "Government(al) Agencies") having jurisdiction over the Work.

Contractor understands that if Contractor is the successful bidder, the foregoing representations, warranties and covenants are a material inducement in District's retention of Contractor to perform the Work.

<u>LOCATION OF WORK</u>	<u>CONTACT PERSON</u>	<u>CONTACT PHONE</u>
<u>City of Fairfield</u>	<u>Brandan</u>	<u>(707)437-5381</u>
<u>NorthBay Regional WTP</u>	<u>Hiltman</u>	
<u>County of Yolo</u>	<u>Karen</u>	
<u>Pump Station Control Panel</u>	<u>Kawelmacher</u>	<u>(530) 666-8073</u>
<u>Rancho Murieta CSD</u>	<u>Paul</u>	
<u>Filter PLC Replacement</u>	<u>Siebensohn</u>	<u>(916)354-3700</u>

Respectfully submitted,

  
\_\_\_\_\_  
(Signature)



# Quote

Please Remit To This Address: **Prodigy Electric And Controls, Inc.**  
 PO Box 141  
 Lincoln, CA 95648

Bill To: Rancho Murieta CSD  
 15160 Jackson Road  
 Rancho Murieta, CA

Quote #	40458
Date	1/17/2020
Total Due:	\$35,000.00
Terms	Net 15
P.O. No.	

Phone # 916.997.0798

CA License # 998361

### Job Description

WWRP west daf p.p. panel

Description	Qty	Rate	Total
Install mount and test panel	1	5,000.00	5,000.00
Panel for running the pressurization pumps, level controls to shut off pumps, power distribution for west daf scraper, includes all nema starters, main breaker, breakers for pumps, breaker for transformer, alternator.	1	15,000.00	15,000.00
Adder install vfd's instead of starters to lessen wear and tare on check valves, piping, and starters.	1	15,000.00	15,000.00

<b>Total</b>	<b>\$35,000.00</b>
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## MEMORANDUM

Date: April 8, 2020  
To: Board of Directors  
From: Paul Siebensohn, Director of Field Operations  
Subject: Approve Bid for Dam Inundation Mapping & Emergency Action Plan (EAP)

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### **Recommendation:**

Approve \$12,573 to Dominichelli & Associates, Inc., funding to come from  $\frac{1}{4}$  Sewer &  $\frac{3}{4}$  Water Replacement Reserves.

### **Discussion:**

On June 27, 2017, Governor Brown signed SB 92 into law, which set forth new requirements focused on dam safety. As part of this legislation, dam owners must now submit inundation maps to Department of Water Resources (DWR). After the maps are approved, the dam owner must submit an emergency action plan to Cal Office of Emergency Services (OES). The owner must submit updated plans and inundation maps every 10 years, or sooner under certain conditions. Cal OES will review and approve the emergency action plans. This legislation set forth additional provisions for emergency action plans including compliance requirements, exercises of the plan, and coordination with local public safety agencies. We were then notified to comply. I put a bid packet together and solicited bids for completion of the necessary work.

In 2018 Dominichelli & Associates was awarded the project for Dam Inundation mapping & Emergency Action Plans. They were awarded a contract in the amount of \$59,915 and a 10% percent contingency to \$65,906.50. Due to additional communications being required by the OES, they are requesting additional funding to support their staff time that will be involved. OES have set up a new process for review of each EAP requiring a minimum of 5 formal submittals and have required much more information from the dam owner than was in the original template that was the basis back in 2017. The funding is split in the recommendation as one dam is for the sewer facility and the rest are for water facilities.

Their letter of request of additional funding is attached. This item is being taken to the Board because it is an expanded scope of an existing project that required Board approval.

Below is a drawing of the process tree with OES EAP approval.

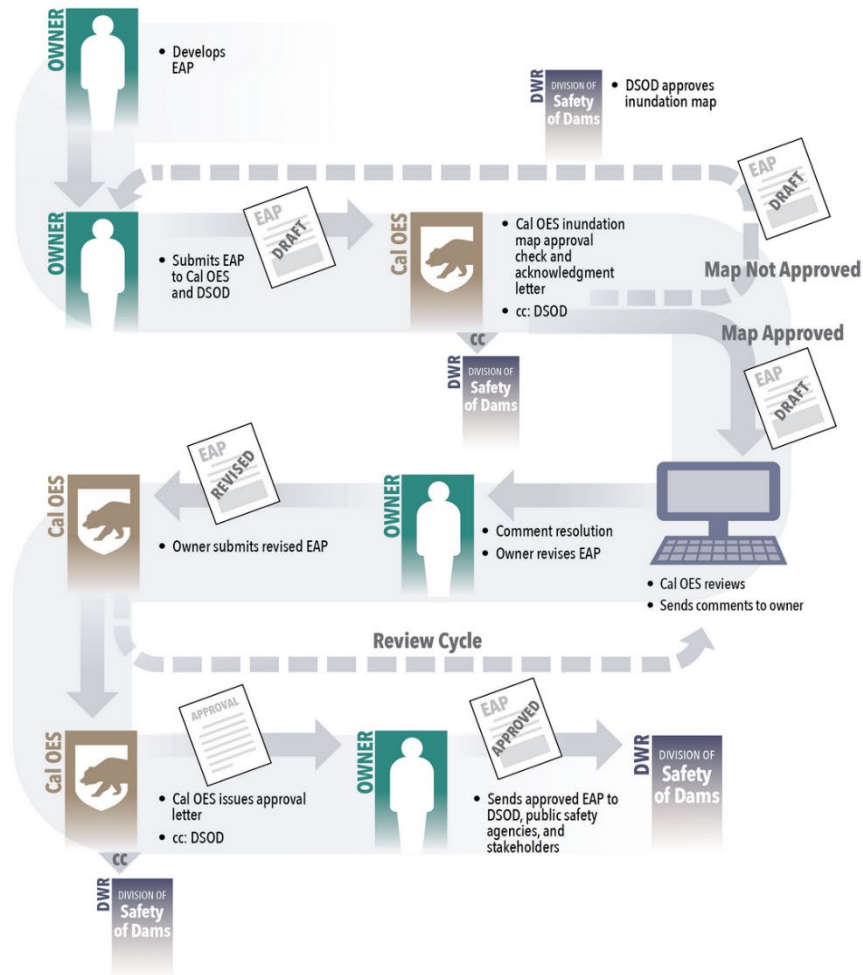
Sewer Replacement reserves are currently at \$3,083,900.

Water Replacement reserves are currently at \$1,762,033.

The Improvements Committee has reviewed and approved this replacement.

## Cal OES Emergency Action Plan Review Process

Owners of dams, other than low hazard dams, are subject to the new statutes and regulations requiring Emergency Action Plans (EAP) and inundation maps for dams and their critical appurtenant structures. DSOD reviews and approves inundation maps, and Cal OES reviews and approves EAPs, that are based on approved inundation maps. Owners must update EAPs, including inundation maps, at a minimum of every 10 years, any time there is a change to the dam, and any time there is a change in downstream development.



**Acronyms** DWR: California Department of Water Resources; DSOD: Division of Safety of Dams; Cal OES: Governor's Office of Emergency Services; EAP: Emergency Action Plan



DOMENICHELLI AND ASSOCIATES, INC.
CIVIL ENGINEERING

Paul Siebensohn
Rancho Murieta Community Services District
15160 Jackson Road
Rancho Murieta, CA 95683

March 16, 2020

Subject: Amendment Request for Emergency Action Plans

Dear Paul,

We are currently working to complete the Emergency Action Plans (EAPs) for your dams. As we have indicated in recent discussions, the Office of Emergency Services has established new guidelines and requirements for preparing and maintaining EAPs. Many of their revisions and interpretations have come during the course of implementation by our firm and many others attempting to complete EAPs.

In addition to expanding their EAP preparation requirements, OES has also created a review process which is much more extensive than we anticipated when we submitted our original proposal to you for these services. The process includes at a minimum 2 initial staff reviews, then a review by the Division Chief. Once their comments are addressed, it is sent to an independent panel of reviewers within the Division. Then to complete the process, the Chief takes one more review after the panel's comments are addressed. Our original budget did not include this many revisions to the previous template that we intended to use, nor did we anticipate as many review submittals.

The good news is we have a new template to work with that you have received along with the checklist of items we have asked your group to address. Since we have eight clients with EAPs underway, the costs of creating the new template can be spread among all participants and equates to approximately \$800 per client. Unfortunately, the number of submittal and the added coordination with the OES will amount to a significant effort as shown below in our budget amendment fees. We are requesting an increase in our fee of \$12,573 broken down as follows:

Table with 7 columns: Task, Joe D, Carol T (EIT), Audrey D (EIT), Expense, Total, District Total\*. Rows include EAP Preparation (new template), 3 Additional Submittals all 4 dams, 5 -Added Coordination w/OES (3 submittals), and Total Amendment Request.

\*Total fee/ 8 clients

Let me know if you have any questions and thank you for your consideration of this request.

Sincerely,

Joseph Domenichelli, President
Domenichelli and Associates, Inc.

# MEMORANDUM

**Date:** April 10, 2020  
**To:** Board of Directors  
**From:** Mark Martin, General Manager  
**Subject:** Local Agency Formation Commission (LAFCo) Municipal Service Review (MSR) Update

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## REQUESTED ACTION

Receive report and file.

## BACKGROUND

LAFCo is a County entity purposed to address boundary concerns between governmental agencies and to assess the ability of public agencies within each County to be able to adequately provide the services they are authorized to perform. Agency services as defined by LAFCo are typically defined under exercised or latent powers. An exercised power is one that a public agency is actively engaged in, staffed and funded to provide. A latent power is a power held in reserve and one that could be activated and made an exercised power if a public agency seeks and receives approval from LAFCo. A big part of LAFCo's responsibility put quite simply is to make sure public agencies functions do not conflict or duplicate activities. The LAFCo is the body a public agency would engage to expand its legally authorized powers.

The main purpose of an occasional Municipal Service Review is for LAFCo to discern if a public agency providing services is fiscally and structurally healthy and still able to provide that service. It's also an opportunity for LAFCo to see where opportunities may exist for consolidation of functions to achieve greater cost effectiveness in the provision of services.

In 2015 the District was engaged to perform an update to its LAFCo Municipal Service Review (MSR). The intent was not to seek an expansion of powers but simply to confirm existing exercised powers. Due to a number of reasons such as leadership turnover at the District, the effort stalled for quite some time and was re-engaged in 2018. In late 2019, the District delivered a preliminary Draft MSR to LAFCo for review. Some back and forth questions and answers ensued, with a Draft MSR being ready for LAFCo Board review on February 5, 2020. At that meeting, I presented the MSR and responded to Board questions. A few follow-up questions were posed and staff prepared and responded to those questions which were added as content for the Final MSR. The Final MSR was presented and accepted unanimously by the LAFCo Board on March 4, 2020. A comment by the LAFCo Board was that RMCS D's MSR was one of the most thorough MSRs they had seen from a small district.

The purpose of this item is for the RMCS D Board to receive an overview of the MSR update from the General Manager, and receive the report to be filed.

**SACRAMENTO LOCAL AGENCY FORMATION COMMISSION**

**1112 I Street, Suite #100  
Sacramento, California 95814  
(916) 874-6458**

**March 4, 2020**

**TO:** Sacramento Local Agency Formation Commission

**FROM:** Donald J. Lockhart AICP, Executive Officer (916) 874-2937  
[Donald.Lockhart@SacLAFCo.org](mailto:Donald.Lockhart@SacLAFCo.org)

**RE:** **FINAL RANCHO MURIETA COMMUNITY SERVICES DISTRICT  
MUNICIPAL SERVICE REVIEW AND SPHERE OF INFLUENCE  
UPDATE (L AFC#02-19 ) (CEQA EXEMPT)**

**RECOMMENDATION:**

1. Approve the CEQA Exemption as adequate and complete for this project;
2. Receive and File the FINAL Rancho Murieta Community Services District Municipal Service Review with Determinations and Sphere of Influence Update; and
3. Adopt Resolution L AFC#2020-02-0304-02-19 Approving the Final Municipal Service with Determinations and Sphere of Influence Update.

**Applicant:**

Rancho Murieta Community Services District  
15160 Jackson Road, P.O. Box 1050  
Rancho Murieta, CA 95683  
Mark Martin, General Manager  
[mmartin@RMCS D.com](mailto:mmartin@RMCS D.com)  
(916) 354-3700

**DISCUSSION:**

On February 4, 2020, your Commission reviewed and heard public testimony on the Draft Municipal Service Review for the Rancho Murieta Community Services District (RMCS D.) Your Commission requested further clarification of the efforts of RMCS D to provide recycled water, and to participate in preventative fire safety and related public information programs. The Final Municipal Services Review (MSR) has been augmented to more fully address these matters. The Draft has been posted on the Commission

website, and distributed to affected agencies and interested parties as directed. No further comments have been received to date.

This Final Municipal Service Review and Sphere of Influence Update is the result of collaboration with Rancho Murieta Community Services District management. Your staff recognizes the District for their ongoing responsiveness to keep your Commission and the public informed.

The Rancho Murieta Community Services District was formed on July 20, 1982. The District was established to provide a wide range of core community services for a largely private, gated residential community not otherwise fully served by the County. The RMCS D is organized, and operates under the California Community Services District Law (GC 61000, et-seq.) to provide public facilities and services that promote the public peace, health, safety, and welfare to satisfy the residents and property owners in California's diverse communities. The District provides potable water service, wastewater collection, treatment and reuse (purple pipe,) storm water retention/detention pumping, security, and garbage collection, recycling & green waste service.

The Final Municipal Services Review is attached for your information. Please note supporting documents have been previously provided, and may be reviewed @ <http://www.agendanet.saccounty.net/sirepub/mtgviewer.aspx?meetid=12764&doctype=AGENDA>

The Final MSR proposes your Commission make the following determinations:

1. Regarding growth in population expected for the District service area; the Commission determines that the District is capable of continuing to provide potable water service, wastewater collection, treatment and reuse (purple pipe,) storm water retention/detention pumping, security and garbage collection recycling & green waste. The District has adequate water supply to serve existing residents and the anticipated population growth within its service area. The District utilizes surface water to meet the demands of its customers. The service population demand is not expected to grow significantly. Water pressure, water quality, and water quantity meet federal and state requirements for safe drinking water and fire suppression.
2. Regarding Disadvantaged Unincorporated Communities, the Commission determines that the RMCS D currently provides adequate services and facilities throughout its service area regardless of income or any other social attributes. However, the District recognizes that continued water line replacement, water meters, and infrastructure replacement are required and necessary to sustain current levels of service and meet future demands. The District has established a rate structure and capital improvement program to facilitate a sustainable water and wastewater system.
3. Regarding the Financial Ability of RMCS D to plan, maintain and provide Facilities and Programs, the Commission determines that Rancho Murieta



Community Services District has sufficient rates to finance operations and maintenance costs, meet water and wastewater quality standards, and capital improvements as set forth in the District Master Plan. The District complies with the requirements of Proposition 218 to establish rates.

4. Regarding the financial ability of RMCS D to provide services, the Commission determines that Rancho Murieta Community Services District has sufficient rates to finance operations and maintenance costs, meet water quality standards, and capital improvements as set forth in the District Master Plan. The District complies with the requirements of Proposition 218 to establish rates.
5. Regarding the Status of and Opportunities for Innovation and Shared Facilities, the Commission determines that due to the rural setting of the RMCS D, there are not any other agencies in the vicinity to facilitate joint planning efforts for similar services, or impose service duplication. Regarding accountability for community service needs, including governmental structure and operational efficiencies; the Commission determines that RMCS D participates in several Joint Power Agreements as a Board Member in both the Regional Water Authority (RWA) and the Sacramento Central Groundwater Authority (SCGA) which facilitate cooperation and management of water resources, including groundwater. As warranted, the RMCS D also works cooperatively with Sacramento Metro Fire and the County Office of Emergency Services (OES) in the general geographic area.
6. Regarding Accountability for Community Service Needs, including Governmental Structure and Operational Efficiencies, the Commission determines that the District encourages public participation at its Board meetings and provides many different public education programs and outreach efforts to the community it serves. The District has a five-member Board. Directors are elected at large by the voters of the District.
7. Regarding Issues, Concerns and Opportunities, the Commission determines that the District is managed effectively and efficiently. The RMCS D may wish to consider making application to the Commission to reorganize and delete the recreation function, as it has not been exercised, and is unfunded.


### **RECOMMENDATION**

I respectfully recommend that your Commission:

1. Approve the CEQA Exemption as adequate and complete for this project;
2. Receive and File the FINAL Rancho Murieta Community Services District Municipal Service Review with Determinations and Sphere of Influence Update; and
3. Adopt Resolution LAFC Rancho Murieta Community Services District #2020-02-0304-02-19 Approving the Final Municipal Service Review with Determinations and Sphere of Influence Update.

Respectfully submitted,

**SACRAMENTO LOCAL AGENCY INFORMATION COMMISSION**



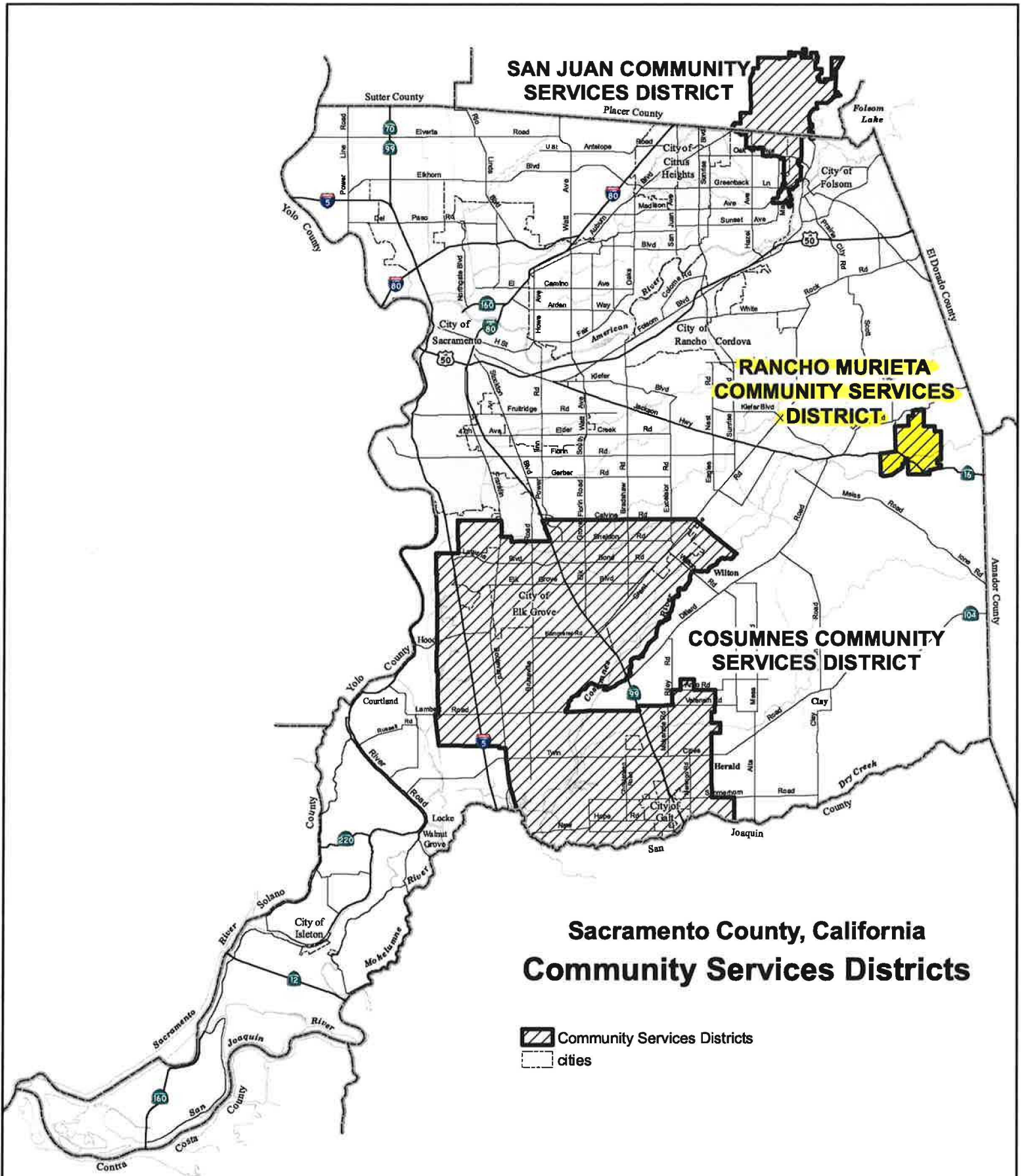
Donald J. Lockhart, AICP  
Executive Officer

Attachment: Final Municipal Services Review

Exhibits: available for review @

<http://www.agendanet.saccounty.net/sirepub/mtgviewer.aspx?meetid=12764&doctype=AGENDA>

- Exhibit 1 - District Boundary
- Exhibit 2 - RMCSO Organizational Chart 2018
- Exhibit 3 - 2018 Personnel Manual updated 11-2018
- Exhibit 4 - 2018-2020 Represented Staff MOU
- Exhibit 5 - Integrated Water Master Plan Update - Oct 2010
- Exhibit 6 - Rancho Murieta Recycled Water Preliminary Design Report - June 2017
- Exhibit 7a - Facilities - Storm Drain & Flood Control
- Exhibit 7b - Facilities - Reservoirs Dams & Levees & other facilities
- Exhibit 7c - Facilities - Lift Station Overview Map
- Exhibit 8 - Consumer Confidence Report 2018
- Exhibit 9 - Policy 2012-07 - District Operating Fund and Reserve Fund Policy
- Exhibit 10 - 2019-20 RMCSO Annual Budget
- Exhibit 11 - 2017-18 RMCSO Audit
- Exhibit 12 - FY 2018-19 - Rate Comparisons
- Exhibit 13 - 2018-06-30 Fixed Assets



## Sacramento County, California Community Services Districts

Community Services Districts  
 cities



# Rancho Murieta Community Services District (RMCSD) District Boundary

2019





SACRAMENTO LOCAL AGENCY FORMATION COMMISSION  
1112 I Street, Suite 100 • Sacramento, CA 95814 • (916) 874-6458 • Fax (916) 874-2939  
[www.saclafco.org](http://www.saclafco.org)

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**FINAL**



**RANCHO MURIETA COMMUNITY SERVICES DISTRICT  
MUNICIPAL SERVICES REVIEW**

**March 4, 2020**

**SACRAMENTO LOCAL AGENCY FORMATION COMMISSION**

**1112 I Street, Suite #100, Sacramento, California 95814**

**(916) 874-6458**

**[www.SacLAFCo.org](http://www.SacLAFCo.org)**

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***Donald J. Lockhart AICP, Executive Officer***

***Diane Thorpe, Commission Clerk***

***Nancy Miller, Commission Counsel***

**MUNICIPAL SERVICE REVIEW WORKSHEET**  
**AND QUESTIONNAIRE**

**DISTRICT PROFILE**

**Date:** March 4, 2020

**Agency Name:** Rancho Murieta Community Services District (RMCS D)

**Address:** 15160 Jackson Road, P.O. Box 1050, Rancho Murieta, CA 95683

**Website:** RMCS D.COM

**Telephone:** (v916) 354-3700                      **(FAX)** (916) 354-2082

**Administrator Name:** Mark Martin

**Title:** General Manager

**Name of Contact:** Mark Martin

**Contact's E-mail Address:** mmartin@RMCS D.com

**Agency's Principle Act:** Gov. Code 61000-61936

**Services Provided:** Water, wastewater collection, treatment and reuse, storm water, security, public recreation, and garbage collection recycling & green waste

**Latent Powers:** Road construction and maintenance; landscape maintenance; street lighting; fire protection; ambulance; library; airport maintenance; mosquito abatement; graffiti abatement; enforcement of covenants, conditions and restrictions; transportation services; telecommunications; television and hydroelectric facilities.

**Governing Body:** Board of Directors, Five (5) Members

**Total Number of Employees:** 38

28 Represented

10 Unrepresented

**Acreage/ sq. Miles within Agency:** 3,500 (Please see Exhibit 1 – *District Boundary*)

**Total Population within Agency:** 6,300 (5,488 2010 Census)

**Total Registered Voters within Agency:** 3,854 (2010 Census)

## INTRODUCTION

### Background Information

The Rancho Murieta Community Services District is an Independent Special District.

- **Mission:** The mission of Rancho Murieta Community Services District is to take a leadership role in responding to the needs of the residents. The District will deliver superior community services efficiently and professionally at a reasonable cost while responding to and sustaining the enhanced quality of life the community desires.
- **Setting:** The District provides essential services to an area of 3,500 acres (covering roughly five and a half square miles) located in the beautiful wooded hills of eastern Sacramento County. The community is a balanced blend of both custom and production homes, townhouses, mobile homes, and a thriving retail complex. In addition, a private airport, office building, fire station, hotel and equestrian center are located within the District.
- **Role of Security Function as it differs from Sacramento County Sheriff:** Pursuant to Section 61100(j) of the Government Code and authorization of the Local Agency Formation Commission, the District provides security services necessary to protect lives and property within the boundaries of the District. Gate Officers and Patrol Officers are responsible for protecting livings and property by seeking to prevent an incident or offense from occurring in the District. In situations where prevention of an incident or offense is not possible, the function of Gate Officers or Patrol Officers is to observe and report the incident to a law enforcement agency.

Unlike Sacramento County Sheriff, Gate Officers and Patrol Officers are not peace officers and, except in limited circumstance as authorized by the District Code, Chapter 21, are *not* responsible for any law enforcement activities, including but not limited to: chasing, apprehending or detaining suspected criminals; investigating criminal acts; or enforcing state or county laws, including traffic regulations.

- **RMCS D's relationship to Emergency Services Agencies:** RMCS D is not an all-risk emergency services agency tasked with primary emergency services responsibilities for the community. These responsibilities lie with Sacramento County Office of Emergency Services (OES), Sac Metro Fire, Sac County Sheriff, Cal Fire, CHP and Caltrans depending on the circumstance. Nonetheless, RMCS D does maintain a responsibility for emergency planning related to the protection and restoration of its critical infrastructure such as water and sewer services. RMCS D is expected to be responsive when equipment or other resources are requested



by emergency services agencies as part of an emergency event. However, with that understanding, Sacramento County OES has confirmed it would likely contract for outside resources before tapping RMCSO so that the District can better focus its resources on timely restoration of critical services. As part of RMCSO's Security role within community, the District has offered a letter of support for the local Rancho Murieta Homeowners Association Fire Safe Council's recent application for a Cal Fire grant to help the Council provide emergency preparedness education to the community.

The RMCSO website (RMCSO.com) also provides community links to

1. Sac Metro Fire Community Emergency Response Team (CERT) for volunteer training and certification in disaster preparedness and response;
2. Enrollment in the Sacramento OES Reverse 911 Emergency Alert System.

### **History**

The District was formed on July 20, 1982. The District was established to provide a wide range of key community services for a largely private, gated community not served by the County.

### **Services Provided**

Potable water supply collection, treatment, and distribution  
Wastewater collection, treatment, and reuse (purple pipe)  
Storm drainage collection, disposal and flood control  
Security Services (24/7)  
Solid waste collection, disposal and recycling (contract service out to private company).

### **Management and Staffing Structure**

#### **Management Structure**

Board of Directors  
General Manager, District Secretary  
Director of Administration, Security Chief, Director of Field Operations  
Accounting Supervisor, Controller, Security Sergeant, Chief Plant Operator,  
Utilities Supervisor

#### **Employment Structure**

**The District employs:** 38 full time positions

In addition, the District employs on average 1 part-time, 1 temporary, 1 seasonal position.

(Please see Exhibit 2 - *Organizational Chart*)

- **The type and purpose of contracts and consultants.**

Engineering – general and special engineering services

Legal – legal counsel

IT – computer related services

- **Please feel free to mention any awards or recognition the agency has received.**

CWEA, Sacramento Area Section, Honorable Mention Award in the category of 2013 Plant of the year, less than 5 MGD.

ASCE Project of the Year 2015 for Water Treatment Plant Expansion

APWA Project of the Year in 2009 for Rio Oso Water Tank Rehabilitation.

California Special Districts Association Transparency Certificate of Excellence 2013, 2015, 2017.

- **Describe ongoing training and personnel policies.**

The District maintains a Personnel Manual that covers all District personnel policies, and a Memorandum of Understanding (MOU) covering union represented staff policies not covered in the personnel manual.

Please see Exhibit 3, *Personnel Manual* (updated November 2018) and Exhibit 4, *2018-2020 Memorandum of Understanding (MOU) governing training and personnel policies*.

As a general practice, the District conducts mandated trainings related to workplace harassment, ethics, Brown Act training, and safety directed to appropriate staff and the Board. More general employee development training is offered and varied depending on the job skills required for individual positions.

- **Are salaries and pay scales comparable/ competitive with regional and industry standards?**

Yes – salary surveys are done every 2-3 years

- **Is organization structure similar with like service providers?**

Yes

## Municipal Service Review Information and Determinations

### 1. Growth and Population Projections (This provides the public with a “snapshot” of your community.)

Projections of growth and population in this isolated area very dependent on sporadic growth based on demand. Right now, there has been only a small amount of growth in recent years, including around 66 single family homes (~2.5% total growth in residential units) in the last 5 years with 2/3 of that unit growth constructed or under construction within the last fiscal year 2018/2019. Population growth likely tracks the same as home growth. A new hotel opened in 2018 and the commercial area expanded with a mid-size grocery under construction in 2019 and expected to open in the first half of 2020.

#### **Type of Information to be provided:**

- **What is the current level of demand for services?**

Water: 1,710 AF per year of water across 2,695 water connections.

Wastewater: Current wastewater generation is approximately 523 AF across 2,591 connections. There are water connections for irrigation only that do not require wastewater service, hence the lower number of wastewater connections to water connections. The current wastewater treatment facility is sized to accommodate approximately 25% more demand before expansion is required.

Recycled Water: Recycled water average demand of 705 AF/yr, exceeds supply by a five-year average of 281 AF and is supplemented with surface water.

- **What is the projected demand for services?**

Water: Potable Water demand is projected to be at 3,659 acre-feet per year by the year 2030. Future use of recycled water is expected to offset potable demand by approximately 400 acre-feet. Forecasted demands are outlined in Exhibit 5 - *Integrated Water Master Plan Update 2010*, approved by the Board (October 21, 2010). This document evaluates the District’s comprehensive approach to storage of water, provision of water and water conservation efforts including 100% recycling of the District’s wastewater.

Sewer: Secondary treatment process of Wastewater is sized for full build, meeting current demands for treatment. Secondary wastewater storage and tertiary treatment will need improvements with future development. Future recycled

water demand and infrastructure needs are planned out in Exhibit 6 - *Recycled Water Program Preliminary Design Report* (dated June 2017).

Security and Drainage: As development occurs, services will be rendered to support the needs. Please see above discussion regarding RMCSO security services/authority vs. Sheriff services.

Costs for future infrastructure and operational needs are covered in the District's – Water Supply Augmentation and Capital Improvement fees for Water, Sewer, Drainage, and in Security Assessment Fees for Security. Fees are adjusted annually as needed.

- **Please provide growth rate and population projections.**

Please see above

- **Please provide any other information relevant to planning for future growth or changing demographics.**

Anecdotal evidence points to a transition to an overall younger population served by the District. The 2020 Census will help inform this assumption.

### **LAFCo MSR Determination**

Regarding growth in population expected for the District service area, the Commission determines that the District is capable of continuing to provide potable water service, wastewater collection, treatment and reuse (purple pipe,) storm water retention/detention pumping, security and garbage collection recycling & green waste. The District has adequate water supply to serve existing residents and the anticipated population growth within its service area. The District utilizes surface water to meet the demands of its customers. The service population demand is not expected to grow significantly. Water pressure, water quality, and water quantity meet federal and state requirements for safe drinking water and fire suppression. The RMCSO may wish to consider making application to the Commission to reorganize and delete the recreation function, as it has not been exercised, and is unfunded.

### **2. Disadvantaged Unincorporated Communities**

**Please note and discuss the location and characteristics of any disadvantaged unincorporated communities within or contiguous to the existing or proposed Sphere of Influence.**

Rancho Murieta is not a Disadvantaged Unincorporated Community (DUC,) nor is it adjacent to such a designated community.

(GC Sec. 56033.5. "Disadvantaged unincorporated community" means inhabited territory, defined as an area with 12 or more registered voters, that constitutes all or a portion of a "disadvantaged community" as defined by Section 79505.5 of the Water Code.)

**LAFCo Determination**

Regarding Disadvantaged Unincorporated Communities, the Commission determines that the RMCS D currently provides adequate services and facilities throughout its service area regardless of income or any other social attributes. However, the District recognizes that continued water line replacement, water meters, and infrastructure replacement are required and necessary to sustain current levels of service and meet future demands. The District has established a rate structure and capital improvement program to facilitate a sustainable water and wastewater system.

**3. Facilities and Programs**

Please provide information regarding the present and planned capacity of public facilities, adequacy of public services, and infrastructure needs or deficiencies including needs or deficiencies related to sewers, municipal and industrial water, and structural fire protection in any disadvantaged, unincorporated communities within or contiguous to the sphere of influence.

**A. Facilities**

**Summary of Facilities (Physical Plant)**

NAME	LOCATION	SIZE	AMENITIES/SPECIAL FEATURES	DESCRIPTION
RMCS D Admin. Bldg.	15160 Jackson Road, Rancho Murieta, CA 95683 "on same parcel as Wastewater Plant"	4,190 ft <sup>2</sup>	Board meeting room (Public and ADA accessible)	District main office and public meeting space. Year built: 1994
Wastewater Treatment & Reclamation Plant	15160 Jackson Road, Rancho Murieta, CA 95683	159 Acres		Gated facility that receives community wastewater and treats it through a facultative pond process to storage of secondary treated wastewater; processing and distribution of tertiary recycled water for reclamation use. Site has buildings for staffing and equipment.
James L. Noller Safety Center	"same as above - on same parcel as Wastewater Plant"	1,440 ft <sup>2</sup>		Modular office for District security officers; Office space is made available for County Sheriff and Highway patrol.

South Gate Security Office	15180 Murieta Parkway South	350 ft <sup>2</sup>	Processes calls for Security services as well as access control of South community.	South Gate Guard House, staffed 24/7.
Granlees Diversion & Pump station	Unimproved area south of Camino Del Lago Dr. on north side of Cosumnes River	200 ft <sup>2</sup>		River diversion and pumping station utilized to pump water to the District's raw water supply reservoirs; also used to divert water into an irrigation supply canal known as the Cosumnes Irrigation Association ditch.
Sewer Collection Stations	Throughout Rancho Murieta	varying		14 separate stations convey untreated sewage to wastewater treatment facility located at 15160 Jackson Rd. forced or gravity?
Main Lift South Sewer & Stormwater Pump Station	South course between holes 2 & 3	720 ft <sup>2</sup>		Station consists of five (5) above-ground pumps to pump storm-water from large collection well in interior of levee to Cosumnes River; In a separate wet well there are two (2) sewage pumps which pump untreated sewage to the wastewater treatment plant.
FAA Stormwater & Sewer Pumping station	East end of Cantova Way, Rancho Murieta			Pumps water from interior of levee 8068 to outside of levee; small sewer pumping station located there in a wet well.
Reservoirs & Dams	See Exhibit 7b – Reservoirs and Dams Facilities map	<u>In acres</u> Calero: 110 Clementia: 73 Chesbro: 64	<u>Capacity–Acre Feet (AF)</u> 2,572 AF 1,194 AF 957 AF	Calero, Chesbro, and Clementia reservoirs serve as water storage for District water service to customers.
Water Treatment Plants 1 & 2	Unimproved area beyond 6237 Camino Del Lago Dr.	7.7 acres	4.0 million gallon a day ultrafiltration membrane plant; 2.0 million gallon a day traditional sand filtration plant Raw water pumping station at Clementia reservoir	Water Treatment Plants and appurtenances for production of potable water for community use. Plant 1 has a treatment capacity of 4.0 mgd; Plant 2 has a treatment capacity of 2.0 mgd. Plant 1 built in 1983, updated in 1993 and again in 2015. Plant 2 built in 1987, updated in 1993. 6.0 mgd total capacity between plants  On APN 073-0800-010-0000
Water Treatment Photovoltaic site	""	"on same parcel as Water Plants"		368.28 KW Solar PV system

RMCS D does not fund, own, maintain, program or operate any recreation and park facilities.

Please attached Facilities Exhibits 7a – 7c. (Facilities throughout District)

### **Present and Planned Capacity of Public Facilities**

- **What is the current and projected service capacity?**

**Water:** The current potable demand of the Water Facilities is 1,710 AF, less than half of that projected demand of 3,659 AF. Total raw water demands existing are approximately 2,010 AF with buildout condition estimated to be between 3,640-4,550 AF depending on future planned density. Water Production Facilities are sized to meet current and most of future demands at buildout.

**Wastewater:** Past 5 year incoming wastewater flows average 442 AF/year (144 mg) or 0.395 mgd, with secondary treatment capacity sized to treat up to 1.55 mgd. Projected average year influent is 1,110 AF at buildout.

**Recycled Water:** Current irrigation demands by the two golf courses, averaging exceeds the recycled water availability. Recycled water average demand of 705 AF/yr, exceeds supply by a five year average of 281 AF and is supplemented with river water.

**Zero Discharge – Purple Pipe – History, Public Health Effectiveness.**

The terms recycled and reclaimed water can largely be used interchangeably.

Collection and treatment of wastewater and re-use of the treated product, with a zero discharge to the Cosumnes River watershed, was an integral part of the planning of Rancho Murieta. The first Planned Development document, Ordinance A-69-62, dated 23 July 1969, required (Section 11-B) that “no effluent be discharged into the river”. The major appropriative water right, Permit 16762, that permits diversion from the Cosumnes River for domestic water uses, also requires treatment and re-use of the wastewater under zero discharge conditions. In 1988, following completion of the District’s then new wastewater treatment plant, RMCS D entered into an agreement with the Rancho Murieta Country Club for availability and use of reclaimed water.

The District’s reclaimed water is tertiary treated and it is used for irrigation to offset potable water use. Tertiary treated water has been filtered and disinfected to meet stringent criteria for reclamation use. Recycled water lines and other infrastructure are colored purple to let the public know the water contained within is recycled and non-potable.

In 2011, the District adopted Policy 2011-07 which mandates the use of recycled water for irrigation purposes, wherever economically and physically feasible as determined by the District's Board of Directors (Board). This policy established the District's intent to expand reclaimed water distribution systems beyond the Country Club to future commercial and residential areas. Since then, reclaimed water infrastructure has been extended to new residential and commercial developments consistent with the District's recycled water preliminary design report of 2017.

As of early 2020, RMCS D has received no health complaints stemming from the use of recycled for irrigation purposes – a 32-year "clean" track record.

- **What is the level of adequacy of services and facilities to serve current and future population?**

Water system treatment facilities are adequate for current and future needs. Water distribution system is adequate for current needs; however a system hydraulic evaluation is needed for future development needs.

Wastewater secondary treatment is sized for full build out needs. Tertiary treatment process and reclamation distribution systems for disposal will need upgrade and further development. (See above referenced Exhibit 6 – Recycled Water Program Preliminary Design Report)

- **What Performance Measures are used by the District to determine service adequacy?**

Maintaining a low number of customer complaints and meeting or exceeding water quality standards. (Please see Exhibit 8 - 2018 Consumer Confidence Report). The Consumer Confidence Report is required for all water providers and provides a public reporting of each water districts ability to meet clean water standards.

No interruptions in District services. Water leaks are repaired quickly with minimal outage interruptions. Water supply far exceeds current demands, even during recent drought conditions. Endeavoring to have no monitoring or reporting violations or enforcement activities.

#### **Infrastructure Needs or Deficiencies/Capital Improvement Program**

- **Describe the District's Capital Improvement Program, as applicable.**

The purpose of the Capital Improvement Fee (the "Fee") is to provide funds for the orderly and timely expansion of the District facilities to meet future demand and to maintain and/or improve the District's existing level of service. Funds generated by the Fees are used to acquire and/or construct various capital facilities, plant and equipment for the



provision of water, wastewater, drainage, security and administrative services. Fees are assessed on all properties and adjusted annually according to the widely recognized industry publication Engineering News Record (ENR) construction cost index.

- **Describe deferred maintenance strategy.**

There is no deferred maintenance strategy. The District conducts proactive maintenance and replacements with operating and replacement reserve funding to prevent downtime from equipment failures. The District endeavors to maintain spares for critical system components for quick replacement when or if failures do occur. If a maintenance item out of the ordinary occurs it is addressed as soon as practical.

- **Describe policies and practices for depreciation and replacement of infrastructure.**

The District recognized depreciation monthly on a straight-line basis for its Water, Sewer, Drainage, and Security funds. Fixed assets and other infrastructure are generally replaced on an as-needed basis, with proactive replacement, maintenance, and upgrades occurring at management's discretion. (Exhibit 9 – *District Policy 2012-07.*)

- **How will new or upgraded infrastructure and deferred maintenance be financed?**

Infrastructure upgrades and large repairs and maintenance items are funded through a combination of operational funds, reserve funds, improvement funds and developer contributions. The District contributes to its capital replacement reserves on a monthly basis through the billing of its customers. Capital improvement reserve funds and water supply augmentation reserve funds are collected whenever a new connection is made to the District's infrastructure.

- **List infrastructure deficiencies, if any; indicate if deficiencies have resulted in permit or other regulatory violations; if necessary, explain how deficiencies will be addressed.**

Water: One enforcement activity for a water quality violation for a Total Trihalomethane exceedance was reported to the State Water Resources Control Board's Division of Drinking Water (DDW), which was promptly corrected and is no longer an issue. Issue was corrected with changes made to water treatment process and operational modification to a potable storage tank. The issue was identified following Q3 2016 results and was resolved by end of Q1 2017.

Sewer: No enforcement activities. Sanitary Sewer Overflows (SSOs) are reported in SWRCB-CIWQS system and are typically the result of customer activities, such as flushing non-flushable wipes and other unacceptable materials. District maintains a robust sewer collection cleaning program and provides information and mailers to keep items such as grease and wipes out of sewer system.

- Provide evidence of compliance with applicable regulatory standards (for example, CA R-39-97 (Certified Playground Safety Standards) for Recreation and Parks Districts)

Please see Exhibit 8 - 2018 Consumer Confidence Report

**B. Programs**

**Summary of Programs (Recreation, Education, Conservation, etc.)**

NAME	LOCATION(S)	SIZE (# Participants)	DESCRIPTION
<b>Water Conservation Program</b>	Within service area	Entire community	Conservation level is set by Board guided by Water Shortage Contingency Plan
<b>2020 Compliance</b>	Within service area	Entire Community	Although the District does not fall within the requirements of the 2009 Senate Bill X7-7, the District adopted policy 2011-06 to comply with a water use reduction of 20% by Dec.31, 2020, as the Districts future growth is anticipated to put the District within the requirement of the Senate bill.
<b>Lake Use Regulations</b>	Lakes in service area		Prohibits wastes and human contact in two primary lakes to protect water supply. Fishing and other boating activity that does not lead to bodily contact is allowed with use of electric boat motors only. Limited bodily contact is allowed in Lake Clementia at a swim beach. This lake is a reserve reservoir used for water supply in emergency events by pumping its water into the upper reservoirs for treatment.
<b>Purple Pipe</b>	Within service area	Rancho Murieta Country Club – two 18 hole golf courses (~600 af/yr.); Van Vleck Ranch (excess if any available)	Recycled water is the sole means of wastewater disposal. District Policy 2011-07 mandates the use of recycled water to be used in lieu of potable water

			wherever economically and physically feasible as determined by Board.
<b>Meters</b>	Within service area	Entire community	All water and recycled water services are metered
<b>Hydrants</b>	Within service area	Entire community	Hydrants are tested and services by RMCS D on a rotation of 1/8 of hydrants annually.
<b>Recycling</b>	Within service area	Entire community	Outreach on recycling best practice.

**LAFCo Determination**

Regarding the financial ability of RMCS D to provide services.

The Commission determines that Rancho Murieta Community Services District has sufficient rates to finance operations and maintenance costs, meet water quality standards, and capital improvements as set forth in the District Master Plan. The District complies with the requirements of Proposition 218 to establish rates.

**4. Financial Information**

**Budget**

Please see *Exhibit 10 – FY 2019-20 Budget* and *Exhibit 11 – FY 2017-18 Audit*

**Revenue**

- The District receives a property tax allocation from Sacramento County which is distributed to operating funds through proration.
- Special taxes are received from our community members for Drainage and Security services provided.
- Service charges are received from our community members for Water, Sewer, and Solid Waste services provided.
- Fees are received from our community members for miscellaneous services provided: Title Transfer Fees; Meter Installation and Inspection Fees; Availability Fees; Late Charges; Event Security Services; Security Bar Codes
- Fees are received from non-community members for miscellaneous services provided: Fire Hydrant Meters & Water Usage; Telephone Line Contracts; Insurance Proceeds; Grant Revenues; Interest Income

## Rates, Fees, Charges, and Assessments

- **Describe rate setting methodology.**

Rates are specifically set to cover associated / related costs. Each year the District budgets its anticipated costs in each operating fund and allocates those costs over the total anticipated users on a proration of benefit methodology. It is this process that determines the annual rates charged to community members and non-community members.

- **Explain constraints associated with agency's ability to generate revenue. What options are available – special assessments/ special taxes/ increases in sales tax/impact fees/grants, etc.?**
  - The biggest constraint to the District's revenue generation is the number of connections (households) that are served. The District has defined boundaries for its services, which creates a geographical cap on the number of people it can serve. Grant revenue is constrained / determined by the number of projects (grants) available and the dollar amount of those projects. This is determined by State Water Resources Board and other such external entities.
  - Special tax rates (Drainage & Security) are constrained not only by the number of community members, but also by a 2% maximum increase per year.
  - Customer expectations exceed services that funds are collected for.
- **Please provide a comparison of rates and charges with similar service providers (favorable or less so).**
  - Please see *Exhibit 12 – FY 2018-19 - Rate Comparisons*. These graphs reflect a comparison with other "like" agencies.
- **Describe revenue constraints.**
  - Same as above.

## Expenditures

- **Describe the agency's Service Levels compared to industry standards and measurements.**
  - District's service levels are adequate and consistent with industry standards.

- **Describe the Cost of Service compared to industry standards and measurements.**

- Since the District is a non-profit governmental agency and revenues (rates) are set to cover costs, Cost of Service is synonymous with “Rate.”

District’s average connection rates and special taxes for FY 2018-19 are:

- Water Rates - \$73.23 per month, with 10 comparison agencies ranging from \$58.97 to \$94.81 per month
- Sewer Rates - \$47.17 per month, with 11 comparison agencies ranging from \$29.35 to \$102.57 per month
- Drainage Taxes - \$5.12 per month, with 7 comparison agencies ranging from \$5.84 to \$10.60 per month
- Security Taxes - \$28.58 per month. Security is somewhat of an anomaly when researching comparable agencies. Most community service districts do not provide security services, so our closest comparisons are from homeowners associations. Using figures provided from Lake of the Pines Association financials, their extrapolated monthly fee per lot is roughly \$22.27 per month for 2018. Lake Wildwood Association’s charge for security is \$23.67 for 2018. No further comparison data was able to be obtained by District staff.
- Solid Waste Rates - \$21.76 per month, with 13 comparison agencies ranging from \$21.40 to \$40.05 per month

#### **Assets, Liabilities, Debt, Equity, and Reserves**

- **Provide the Book Value of Assets.**
  - \$38,627,770 as shown in the District’s FY2017-18 Audit
- **Provide a list of equipment, land, and other fixed assets.**
  - Please see Exhibit 13 – 2018-06-30 Fixed Assets
- **Provide a summary of long-term debt and liabilities.**

The only RMCSD long-term debt is for a couple of leased vehicles. Last annual cost of this debt was a little over \$4,000/year. However, there is limited intra-fund borrowing for the recent water treatment plant expansion that is being paid down from a component of the reserves portion of monthly service revenues. For long-term liabilities, a CalPERS pension unfunded liability exists, as with nearly every CalPERS agency. Fortunately, since RMCSD’s Security force is unsworn, RMCSD is not burdened with a higher unfunded liability like those agencies with sworn public safety status employees. RMCSD’s total unfunded CalPERS pension liability balance as of June 30, 2018 is \$3,795,583 with this year’s payment

due 6/30/2020, a total of \$250,475 paid out of operating funds. At this point, we expect to continue to pay for the annual unfunded liability assessments out of operating funds.

- **Explain the agency's bond rating; discuss reason for rating. Discuss amount and use of existing debt. Describe proposed financing and debt requirements.**

- The District does not have any bond issuances of its own. The only bonds the District has oversight on were issued through CFD 2014-1 which direct levies development parcels.

- **Describe policies and procedures for investment practices**

The Rancho Murieta Community Services District investment policy is a conservative policy guided by three principles of public fund management. In specific order of importance the three principles are:

1) Safety of Principal. Investments shall be undertaken in a manner which first seeks to preserve portfolio principal.

2) Liquidity. Investments shall be made with maturity dates that are compatible with cash flow requirements and which will permit easy and rapid conversion into cash, at all times, without a substantial loss of value.

3) Return on Investment. Investments shall be undertaken to produce an acceptable rate of return after first consideration for principal and liquidity.

- **Describe policies and procedures for establishing and maintaining reserves/retained earnings.**

The District currently maintains over \$56,000,000 in plant, property, and equipment assets (excluding depreciation). The District's Reserve Policy 2012-07 is a financial policy guided by sound accounting principles of public fund management. The policy establishes several reserve funds to minimize adverse annual budgetary impacts from anticipated and unanticipated District expenses.

The following reserves are covered under the policy:

Capital Replacement Fee Reserves (Water, Sewer, Drainage and Security) – fees are collected for the future replacement of existing facilities and major equipment.

Capital Improvement Fee Reserve – provide funds for the orderly and timely expansion of the District’s facilities to meet future demand and to maintain and/or improve the District’s existing level of service.

Water Augmentation Fee Reserve – provides funds for the orderly and timely expansion of the District’s water supply system to meet future demands of the undeveloped lands within the District’s existing boundaries during an equivalent 1976-77 drought event. During the recent drought of 2015 the District maintained adequate water supplies through conservation measures and by the fact that capacity currently far outweighs demands in that reservoir capacity is based on total community build-out and the District is over 1,000 units from buildout.

○ **What is the dollar limit of reserves/retained earnings?**

The target balance of Capital Replacement Reserves continually fluctuates with the addition and replacement of new facilities and equipment. As new facilities and equipment are built, acquired or purchased, the target balance will increase. As such, the current target reserve balance is the amount that should be funded at the end of each fiscal year according to the replacement reserve study and the targeted funding percentage. The target balance of Capital Improvement Reserves is not a stated amount, but shall not exceed the amount specified by the Government Code 66000 Compliance Report.

○ **What is the ratio of undesignated, contingency, and emergency reserves to annual gross revenue?**

The District does not maintain undesignated, contingency, or emergency reserves. Operationally, the District is required to have sufficient cash flow to meet the next six months of budgeted expenditures (as per Government Code Section 53646(b)(3)). Annually, the District reviews its operating funds for revenues in excess of expenditures and can, at the discretion of the Board, transfer excess operating funds to Capital Replacement Reserves.

**Summary of Revenue Sources**

	<b>FY 2018/19</b>	<b>FY 2019/20</b> Projected
Service/Reserve Charges & Taxes	5,759,274	6,135,885
Property Taxes	650,000	674,370
Interest	5,990	9,665
Other Charges/Reimbursement	45,693	82,751
State & Federal Grants	0	0
<b>Total</b>	<b>6,460,957</b>	<b>6,902,671</b>

**Summary of Expenditures**

	<b>FY 2018/19</b>	<b>FY 2019/20*</b>
Salaries & Wages	2,756,033	2,878,879
Services, Supplies and Operations	3,740,498	4,023,792
<b>Total</b>	<b>6,496,531</b>	<b>6,902,671</b>

Audits of FY 2016-17 and FY 2017-18 financials reflected an unqualified opinion.

**Summary of Financial and Operational Information**

	<b>FY 2019-20</b>
Population	>5,488 (2010) 6,000 est.
Area Served	3,500 acres
Developed Real Estate	~1,200
Undeveloped Real Estate	~997 acres
Service Standard Ratios <sup>1</sup>	n/a RMCS D does not operate or maintain parks or perform functions that conform to a service standard ratio
Full Time Employees	38
Average Part-Time Employees	1
Total Annual Budget (excl Depr)	6,900,000 ~
Per Capita Spending (est. 6,000 extrapolated)	1,150.00
Total Annual Administrative Costs	1,651,767
% Annual Administrative Costs to Total	24%
Estimated Deferred Maintenance	0%
Average Capital Improvements (5 Years)	2,773,980
Reserve Amount (Capital Reserves)	6,006,893
Operational Cost per Employee	181,579
Average Property Tax Rate (city-data.com)	0.9%

**LAFCo Determination**

Regarding the financial ability of RMCS D to provide services.

The Commission determines that Rancho Murieta Community Services District has sufficient rates to finance operations and maintenance costs, meet water quality standards, and capital improvements as set forth in the District Master Plan. The District complies with the requirements of Proposition 218 to establish rates.



**5. Status of and Opportunities for Innovation and Shared Facilities**

- a) Describe existing and/or potential shared facilities, infrastructure, and staff. Describe any joint power agreements or other agreements for sharing resources with other agencies.**

Standard practice of sharing equipment if requested by emergency services during an emergency event, however, OES has stated that they would likely source equipment from vendors and other services in order to ensure adequate equipment for the District to address restoration of its own services. The RMCSO does not share equipment with the private airport located within the District or the Sac Metro Fire Department, with the exception of providing resources in an emergency event if requested.

- b) Describe existing and/or potential joint use planning.**

None related to core mission of the District.

- c) Describe existing and/or potential duplication with existing or planned facilities or services with other agencies.**

- d) Describe availability of any excess capacity to serve customers or other agencies.**

Very little to none. We manage a number of critical responsibilities with ever-expanding regulation, typically as unfunded mandates, all with a very skeleton staff.

- e) Describe any economies of scale in shared purchasing power, and any other cost-sharing opportunities that can be implemented by joint use or sharing resources.**

We have solar fields right now that affords the District power cost savings. The District leases the solar fields from Tesla, who maintains the facilities.

- f) Describe any duplication (overlap), or gaps in services or boundaries.**

None.

- g) Describe ongoing cost avoidance practices. (For example, if you hire contract vs. in-house employees, is the bidding process cost effective and efficient)?**

Hiring of outside services is usually due to the fact that one person can no longer do the job that traditionally could be accommodated by one individual. Now with greater complexity and regulations, it is much more cost effective to find industry experts that specialize in certain services and leverage multiple individuals with the same skillset. Because of this focus, they are able to realize a much greater economy of scale and pass those savings to the District. Taking this approach to supplement permanent staff also

helps to buffer the significant impact of transition and/or succession often experienced when a key employee with significant institutional knowledge separates from a small agency like the RMCS D.

**h) Describe any opportunities to reduce overhead and operational costs.**

Technological improvements and See above

**i) Describe any opportunities to reduce duplication of infrastructure.**

n/a

**j) Identify any areas outside agency boundary which could be efficiently served by existing or proposed agency facilities.**

1. The District services are sized to serve the areas within the District Boundary. Attempts to serve outside the District could jeopardize the District's ability to properly service those within the boundaries of the District. That said, there is one out of area water service agreement for a residence immediately adjacent to the District (Hutchison – APN# 128-0080-009, LAFC#05-15, approved by Commission 04/01/15). The request was made due to their domestic well running dry during recent drought conditions.

**k) Identify any areas within agency boundary which could be more efficiently served by another agency.**

None related to the specific services provided by the District.

**l) Are your service plans compatible with those of other local agencies?**

Yes

**LAFCo Determination**

Regarding the Status of and Opportunities for Innovation and Shared Facilities, due to the rural setting of the RMCS D, there are not any other agencies in the vicinity to facilitate joint planning efforts for similar services, or impose service duplication.

The Commission determines that RMCS D participates in several Joint Power Agreements as a Board Member in both the Regional Water Authority (RWA) and the Sacramento Central Groundwater Authority (SCGA) which facilitate cooperation and management of water resources, including ground water.

As warranted, the RMCS D also works cooperatively with Sacramento Metro Fire and the County Office of Emergency Services (OES) in the general geographic area.

**6. Accountability for Community Service Needs, including Governmental Structure and Operational Efficiencies**

**a) Explain the composition of the agency’s governing board.**

- **Number of Directors:** 5
- **Nature/ Length of Terms:** 4 years – Staggered terms
- **Is governing body landowner or population based?** Fixed regardless of landowners or population.
- **Are Directors elected or appointed?** Elected
- **Are elections or appointments at large or by district?** At large

**b) Explain compensation and benefits provided to the governing board, including any benefits that continue after term of service.**

Nominal meetings per-diem of \$100, monthly max of \$400.

**c) Where and how frequently does the governing board meet?**

The Board meets at the District’s Administrative offices at 15160 Jackson Highway. Monthly meetings are held on the third Wednesday of each month. Five regular Board Committee meetings are held monthly the first week of each month.

**d) Describe rules, procedures, and programs for public notification of agency operations, meetings, programs, etc.**

We provide regular notice on our District website at RMCS D.com, Facebook, mailChimp, and Pipeline monthly hard copy newsletter with the monthly bill. Emergency or scheduled repairs are likewise noticed online. Physical postings of meeting agendas and other information at District offices and other stakeholder sites within the community. Regular training of staff and officials on Brown Act compliance along with District Counsel consultation on Brown Act related matters.

- **How is public participation encouraged?**

We timely notice our meetings and other events on our District website at RMCS D.com, Facebook, and the District’s “Pipeline” monthly hard copy newsletter sent out with each month’s bill.

- **Are meetings accessible to the public, i.e., evening meetings, adequate meeting space, etc.? ADA?**

Yes, The meeting space is ADA accessible.

- e) **Describe public education/outreach efforts, (i.e., newsletters, bill inserts, website, etc.)**

We provide regular notice on our District website at RMCSO.com, Facebook, mailChimp, and Pipeline monthly hard copy newsletter with the Monthly bill. Emergency or scheduled repairs are likewise noticed online. Requests made with local stakeholder groups to include information in their respective newsletters and websites.

- f) **Describe level of public participation, and ways that staff and Directors are accessible to the public.**

Level of participation is variable depending on the issues discussed at each meeting and the nature of the event being held. Handful to full room depending on topic.

- g) **Describe ability of public to access information and agency reports.**

Most critical documents are posted online. Other documents are available for review at District offices during work hours.

- h) **Describe any opportunities to eliminate service islands, peninsulas and other illogical service areas.**

n/a

### **LAFCo Determination**

Regarding Accountability for Community Service Needs, including Governmental Structure and Operational Efficiencies, the Commission determines that the District encourages public participation at its Board meetings and provides many different public education programs and outreach efforts to the community it serves. The District has a five-member Board. Directors are elected at large by the voters of the District.

### **7. Issues, Concerns and Opportunities**

**Please provide information regarding any issues or concerns related to operations (financial, managerial, legal, organizational, etc.)**

## **Compliance with Environmental Justice requirements.<sup>1</sup>**

Compliance is consistent with particular regulations to which the District is subject. No concerns have been raised at this time. The District provides equal service to all regardless of protected class status.

## **Compliance with regulatory reporting requirements.**

The District has concern is ever expanding regulations and using already limited human and financial resources to respond to new reporting requirements.

- **Compliance with regulatory agencies and public health and safety issues.**

See above.

1. LAFCo definition of "environmental justice" means the fair treatment of people of all races, cultures, and incomes with respect to the location of public facilities and the provision of public services.

## **LAFCo Determination**

Regarding Issues, Concerns and Opportunities, the Commission determines that the District is managed effectively and efficiently. The RMCS D may wish to consider making application to the Commission to reorganize and delete the recreation function, as it has not been exercised, and is unfunded.

### **Exhibits: available for review @**

<http://www.agendanet.saccounty.net/sirepub/mtgviewer.aspx?meetid=12764&doctype=AGENDA>

Exhibit 1 - District Boundary

Exhibit 2 - RMCS D Organizational Chart 2018

Exhibit 3 - 2018 Personnel Manual updated 11-2018

Exhibit 4 - 2018-2020 Represented Staff MOU

Exhibit 5 - Integrated Water Master Plan Update - Oct 2010

Exhibit 6 - Rancho Murieta Recycled Water Preliminary Design Report - June 2017

Exhibit 7a - Facilities - Storm Drain & Flood Control

Exhibit 7b - Facilities - Reservoirs Dams & Levees & other facilities

Exhibit 7c - Facilities - Lift Station Overview Map

Exhibit 8 - Consumer Confidence Report 2018

Exhibit 9 - Policy 2012-07 - District Operating Fund and Reserve Fund Policy

Exhibit 10 - 2019-20 RMCS D Annual Budget

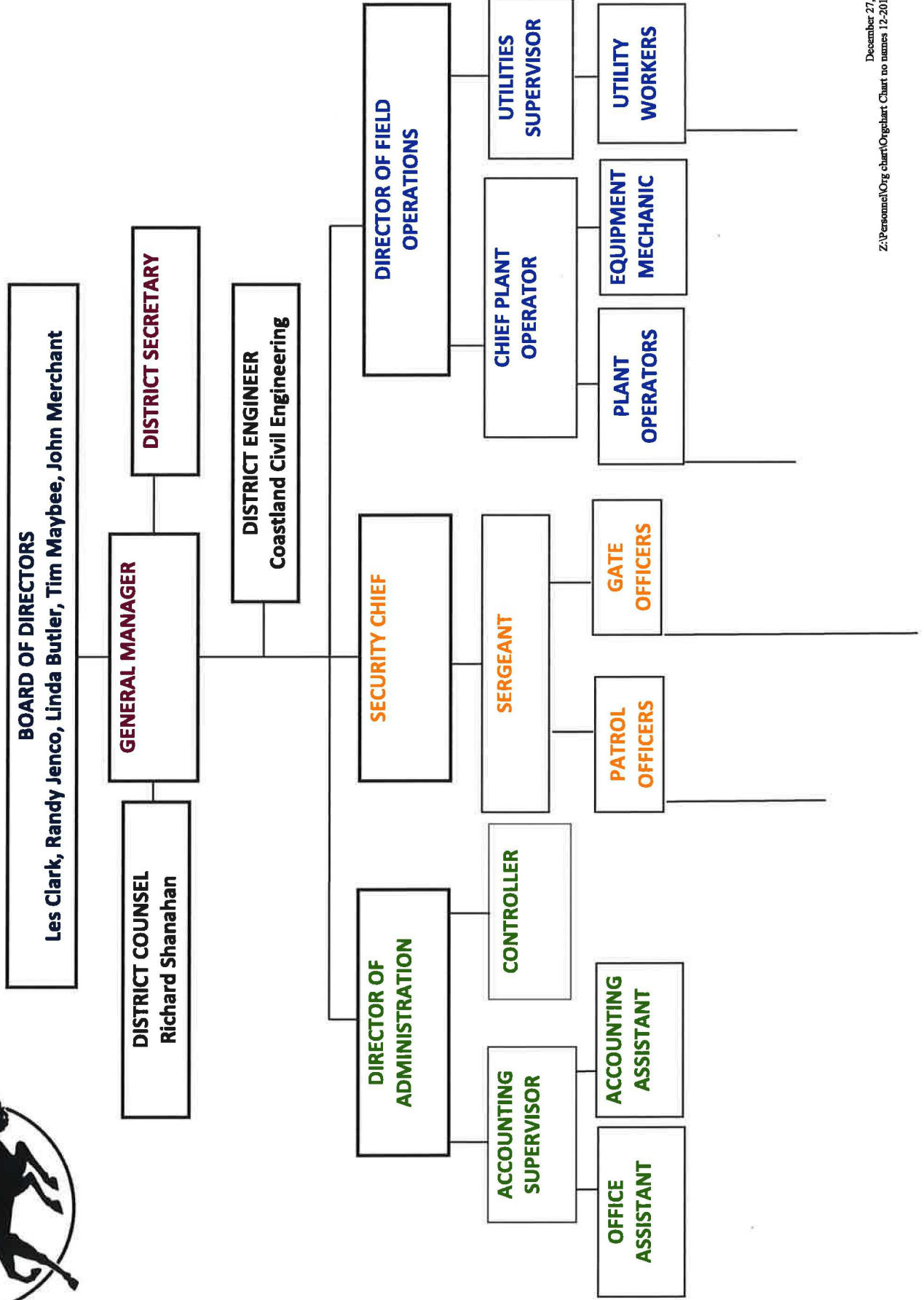
Exhibit 11 - 2017-18 RMCS D Audit

Exhibit 12 - FY 2018-19 - Rate Comparisons

Exhibit 13 - 2018-06-30 Fixed Assets



# RANCHO MURIETA COMMUNITY SERVICES DISTRICT ORGANIZATIONAL CHART



## MEMORANDUM

**Date:** April 9, 2020  
**To:** Board of Directors  
**From:** Jeffery Werblun, Security Chief  
**Subject:** Updated Security Code – Ordinance O2020-01 – Cleanup of Chapter 21 Text

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### RECOMMENDED ACTION

Review and discuss language in the code and any possible conflict of, “Protect Life and Property” and “Observe and Report” in the role of Security. Review and recommend for Board review and approval Ordinance No. O2020-01 to accept the changes and updates to the Security Code Chapter 21, including the late payment interest rate increase previously approved by the Board.

### BACKGROUND

Over the years, the District’s Security Code, Chapter 21, has gone through many updates and revisions. Each time this was done, footnotes were added to the bottom of the page, indicating the changes. The footnotes and comments have caused the code to be cluttered. Most of the changes occurred many years ago.

Recently, the Board approved an increase in the penalty fee interest charges for late payments, including the Security Tax. The District’s legal counsel reviewed the Security Code and made recommendations for some updates and changes. The recommendations were to remove the old footnotes, reflect the interest rate change, and change some language; however, not the code itself. Staff made the recommended changes.

Additional discussion came up about the wording in the Security Code regarding, “Protect Life and Property” and “Observe and Report”, and if there is a conflict between the two and the Security Code and the Security Policy.

The Government Code section cited in the CSD Security Code, 61100, is the code that authorizes Community Services Districts to have their own Police, Fire or Security Departments. It has nothing to do with authority. The language, “To Protect Life and Property” simply is the reason a District, or a City for example, would have a Police or Fire or Security Department. The purpose of such agencies is, to Protect Life and Property. The manner in which the department would go about Protecting Life and Property is contained in the policy and procedures of that department. CSD Security has such polices and procedures.

The authority of a law enforcement agency comes from the Penal Code. The authority of a security officer comes from the Business and Professions Code. Security does protect life and property simply by being a visible deterrent. Further, the CSD Security Code and policy state that the CSD Security Officers are not law enforcement officers.

Observe and Report is a phrase the Bureau of Security and Investigative Services uses for Security Officers so that if they are not able to protect or prevent an incident from occurring, they are to report their observations to law enforcement. The meaning behind this is to make sure security understands they are not law enforcement. Although Security can make an arrest, as a citizen, they do not have authority to investigate crimes, gather evidence, obtain statements and pursue suspects as law enforcement does.

CSD Security operates under these rules and policies with the goal of Protecting Life and Property or preventing an incident from occurring. If something does happen, it is reported to law enforcement. Simply manning the gates is a form of Protecting Life and Property by not allowing unauthorized persons into the Community. There is no conflict between these statements or the polices. One statement is a mission or goal and the other is an action if the goal is not met. Policy is clear that CSD Security is not law enforcement and how Security carries out is daily mission.

The Committee had a discussion on this language in the code and was satisfied with the explanation provided and understood the differences between the two phrases. It was also mentioned that policy 2008-05 provides a good explanation of the phrases and the authority of CSD Security.

The Committee made the recommendation to move this matter to the Board, as it is, with the final edits to the Security Code for approval.

In order for the Board to adopt the changes and updates to the Security Code, an Ordinance has been drafted for the Board to review and consider. The Ordinance reflects the changes in the Security Code.



**ORDINANCE NO. O2020-01**

**AN ORDINANCE OF THE BOARD OF DIRECTORS  
OF THE RANCHO MURIETA COMMUNITY SERVICES DISTRICT  
AMENDING DISTRICT CODE CHAPTER 21 (SECURITY SERVICES) REGARDING  
UPDATES AND REVISIONS TO VARIOUS PROVISIONS**

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

**SECTION 1. PURPOSE AND AUTHORITY.** The purpose of this ordinance is to revise, update, and clarify the provisions of the District Code relating to security services. This ordinance is adopted pursuant to Government Code sections 61060 and 61100 and other applicable law.

**SECTION 2. CODE AMENDMENTS**

A. The title page of District Code chapter 21 is amended to read as follows:

Security Services Code  
Policies Regulating the Provision of  
and Taxes ~~Charges~~ for Security Service  
by the District

B. District Code chapter 21 (Security Services Code), section 1.02 is amended to read as follows:

1.02 Applicability. This Chapter shall apply to security services in or affecting the territory of the Rancho Murieta Community Services District. The provisions of this Chapter define the type of security services provided by the District, the special tax levied to fund those services and charges therefore, the methods of collecting the special tax and other charges, penalties for violations of the provisions of this Chapter, and ~~all~~ other related matters concerning the provision of security services within Rancho Murieta Community Services District.

C. District Code chapter 21 (Security Services Code), section 3.04 is amended to read as follows:

3.04 Enforcement of Covenants, Conditions and Restrictions

Pursuant to Government Code Section 61105(e) ~~and former Government Code Section 61601.10~~, the District may enforce covenants, conditions and restrictions (“CC&Rs”), and hereby authorizes Security Patrol Officers to enforce those non-architectural CC&Rs related to the provision of Security Services adopted for each tract within the boundaries of the District.

The Manager and/or the Board is hereby authorized to establish rules, regulations and procedures in cooperation with any homeowner’s association within the District boundaries, including but not limited to, the Rancho Murieta Association, for the enforcement of non-architectural CC&Rs which shall be published and made available to the Board and Customers, including amendments thereto.

D. District Code chapter 21 (Security Services Code), section 5.00 is amended by deleting the preface at the beginning of the section, which reads “[PREFACE: Section 5.00 was adopted by the voters of Rancho Murieta Community Services District and became effective on July 1, 1998. The text of the language as adopted by the voters is provided verbatim below. In the intervening years since this section was adopted several changes have occurred in state law and certain sections are no longer applicable within the District. In order to provide consistency with the rest of the Security Code, these changes are reflected by footnote references throughout this section.]”

E. District Code chapter 21 (Security Services Code), section 5.01 is amended to read as follows (which includes the removal of footnote 1):

5.01 Findings. The Board of Directors of the District hereby finds and declares that the District’s ability to continue to provide Security Services depends on the availability of funds to support these services. The Security Services are a portion of the public safety ~~or police~~ services related to real property and provide for the security and protection of the real property, ~~and~~ property owners, and residents within the District. The special tax [referred to as the "Security Tax"] was ~~levied herein, if approved by two-thirds vote of the District voters in 1998. (See District Ordinance No. 98-1.)~~ The Security Tax, will provide for a special and secure funding source to continue to provide Security Services.

F. District Code chapter 21 (Security Services Code), section 5.02 is amended to read as follows (which includes the removal of footnotes 2-5):

5.02 Authority. This special tax is levied under each of the following authorities:  
Government Code Section 61121(a)~~61615~~ which provides the District with the power to tax for the purpose of carrying out the operations of the District;  
~~Government Code Section 61615.1 and~~ which authorizes the District to impose special taxes pursuant to Government Code Section 50075, et seq.; Government Code Section 50075 through Section 50077 ~~which authorizes special districts, among others, to impose special taxes;~~  
Government Code Section 61060(n) ~~61622~~ which authorizes the District to perform all acts necessary to carry out fully the provisions of the Community Services District Law;  
~~Government Code Section 53978, et seq., which authorizes the District to impose a special tax for police protection services, which includes security services;~~ and Article XIII C of the California Constitution. This tax is based, to the extent practicable, upon the cost of providing security services to the properties within the District and is not an ad valorem property tax.

G. District Code chapter 21 (Security Services Code), section 5.03 is amended to read as follows (which includes the removal of footnote 6):

5.03 Security Tax  
~~Commencing July 1, 2018,~~ Property within the District shall be assessed a monthly security tax as follows. The maximum tax rates shown reflect annual adjustments, per Section 5.055-00:  
~~(amended by Ordinance 2018-02)~~

		Monthly Special Tax Rates Fiscal Year 2019-20	Monthly Special Tax Rates Maximum Ceiling Rate Year 2019-20
<b>Residential</b>			
<b>Inside Gates</b>			
- Metered	Per Lot	\$ 29.73	29.73
- Unmetered	Per Lot	\$ 23.79	23.79
Outside Gate	Per Lot	\$ 7.17	7.17
<b>Non-Residential - Per Building Sq. Ft.</b>			
- Highway Retail		\$ 0.2681	0.2681
- Other Retail/Commercial	"	\$ 0.0289	0.0289
- Industrial/Warehouse/Lt Industrial	"	\$ 0.0630	0.0630
- Office	"	\$ 0.0152	0.0152
- Institutional	"	\$ 0.0152	0.0152
- Public Utility	"	\$ 0.0480	0.0480
- Equine Complex	"	\$ 0.0045	0.0045
- RMCC	"	\$ 0.0755	0.0755
- Airport	"	\$ 0.0192	0.0192
- Hotel/Ext. Stay	"	\$ 0.0289	0.0289
<b>UNDEVELOPED PROPERTY</b>			
- Inside Gates	Per Acre	\$25.1494	25.1494
- Outside Gates	Per Acre	\$ 3.7477	3.7477

The Security Tax Charges for property and/or units not identified herein shall be determined by the Board based upon the total actual cost of providing security services to that property or unit, not to exceed the maximum charge per lot, acre, or building square foot for property identified herein.

For the fiscal year beginning July 1, 1998, and annually thereafter, the District Board shall set the actual security tax for the applicable fiscal year. The actual security tax set by the Board shall not exceed the maximum tax rate set forth in this section as adjusted pursuant to section 5.05 of this Ordinance. If necessary, to meet expenses, the Board may adjust the actual tax rate during a fiscal year so long as the actual tax rate does not exceed the maximum allowable tax rate.

H. District Code chapter 21 (Security Services Code), section 5.06 is amended to read as follows (which includes the removal of footnotes 7-8):

5.06 Disposition of Revenue. Revenues collected under the provisions of this Chapter Ordinance shall be deposited in a special fund called the Security Tax fund and shall be used only for the provision of security services within the District. Security services include:

- Operating the security gates located at the entrances of Rancho Murieta, 24 hours a day, 365 days a year, including but not limited to staffing these gates;
- Providing a 24 hour a day mobile patrol of the District and its boundaries;
- Operating a radio communication system to maintain contact with external police, fire, and other emergency services as well as the appropriate entities within the District;

- d. Providing assistance to other agencies providing first aid, fire-fighting, police and emergency services within the District;
- e. Monitoring, controlling and registering guests or invitees of District customers and other visitors within the District;
- f. Conducting such other activities as the Board in its discretion may authorize for the protection of District customers and their property; and
- g. Other incidental costs of providing the services listed above.

I. District Code chapter 21 (Security Services Code), section 5.07 is amended to read as follows:

5.07 Effective Date. The Security Tax ~~This Ordinance~~ shall take effect July 1, 1998. ~~[This reflects the original effective date of the Security Tax.]~~

J. District Code chapter 21 (Security Services Code), section 5.08 (Suspension of Security Fee) is repealed (which includes the removal of footnote 9).

K. District Code chapter 21 (Security Services Code), section 5.09 is amended to read as follows:

5.09 Appeals. Any taxpayer aggrieved by the amount of this tax shall file a written appeal with the General Manager stating the grounds for the appeal. The General Manager shall meet with the taxpayer; they may agree to a resolution of the appeal or set the matter for determination by the Board. The Board may adopt rules for the timing, filing and hearing of appeals under this Chapter Ordinance.

L. District Code chapter 21 (Security Services Code), section 5.10 is amended to read as follows:

5.10 Severability. If any sentence, clause, article, section, subsection, phrase or portion of this Ordinance Chapter is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Ordinance Chapter. The voters of the District hereby declare that they would have adopted the remainder of this Ordinance Chapter, including each sentence, clause, article, section, subsection, phrase or portion of this Ordinance Chapter, irrespective of the invalidity of any other sentence, clause, article, section, subsection, phrase or portion of this Ordinance Chapter.

M. District Code chapter 21 (Security Services Code), section 6.01 is amended to read as follows:

6.01 General Billing Procedures. Except as otherwise specified herein, the ~~charges for the~~ Security Tax for District Security Services shall be collected together with, and not separately from the charges for other services and facilities rendered by the District to a Customer. All District special taxes and charges shall be billed on the same bill and collected as one item. Except as otherwise specified herein, the District shall bill directly each individual Customer receiving security service and such bill shall be due and payable upon receipt.

N. District Code chapter 21 (Security Services Code), section 6.02 is amended to read as follows:

6.02 Composite Billing Procedures. The District may elect to send a composite bill for the Security Tax ~~Services~~ only to groups of customers when ~~each of~~ the following conditions are met:

- a. The owners of the property receiving services have formally organized by writing into a homeowners' association or similar group;
- b. The homeowners' association or similar group, through properly executed covenants, conditions, articles of incorporation, bylaws, or contract has the power to act as the sole agent for the owners or customers concerning the Security Tax ~~service charges~~ in a manner which binds the individual owners or customers, and;
- c. The association or group enters into a written agreement with the District which provides, among other matters, that:
  1. The association or group shall be responsible for and guarantee payment of all such Security Taxes ~~charges~~ within the time required by the District's rules and regulations, regardless of whether any single owner or customer has paid the owners or customer's share of such charges to the association or group;
  2. The District shall apply to and the association or group shall pay all delinquent, penalty and interest charges on the composite bill,
  3. The District's bill or other notices to the association or group shall constitute a bill or other notice to each individual owner or customer, who shall agree that no other notice or bill to the individual owner or customer shall be necessary for, or a prerequisite to, the District's exercise of its powers to terminate service, place liens on the owner's property, or exercise any of the other legal remedies necessary to collect delinquent bills and charges; and
  4. The bill shall consist of the sum of the total monthly Security Taxes ~~Services charges~~ for each owner or customer represented by the association or group, as well as Security Services to any common area or other unit represented by the association or group.

O. District Code chapter 21 (Security Services Code), section 6.03 is amended to read as follows:

6.03 Bill Payment. Bills for the Security Tax ~~Services~~ are due and payable when mailed or delivered. A bill for services is delinquent if not paid and received at the Rancho Murieta Community Services District office by the 25th day of the month following the month in which the bill was mailed.

P. District Code chapter 21 (Security Services Code), section 7.02 is amended to read as follows:

7.02 Imposition of Lien. Delinquent special taxes and charges remaining unpaid after thirty (30) days may be recorded as a lien with the County in accordance with Section ~~611156115~~ of the Government Code and, after recordation, shall constitute a lien upon all real property owned or thereafter acquired by the property owner in the County. The District shall include a statement to this effect on its bills to each property owner. The District may compile lists of such delinquent charges and record them with the County Recorder as liens.

Q. District Code chapter 21 (Security Services Code), section 7.03 is amended to read as follows:

7.03 Process for Collection of Delinquent Charges. All special taxes, charges, penalties and interest which remain delinquent as of June 30th of each year may be collected in the same manner as the general taxes for the District for the forthcoming fiscal year, as follows:

- a. The District shall prepare a written report, which shall be filed by the District Secretary. The report shall describe each parcel of real property for which there are any delinquencies in

any charges for services rendered to each premise during the preceding year, and the amount of the delinquency. The report of delinquent security service charges may be combined with the report of any other delinquent charges, as long as the report identifies the delinquent charges for each service for each premise.

b. The District Secretary shall publish notice of the report's filing and of the time and place of hearing on the report, prior to the date set for the hearing. The notice shall be published at least once a week for two weeks. The District Secretary shall also mail written notice of the report's filing to each property owner whose property or premises is identified as being subject to delinquent charges setting forth individually each property and each of the services and charges due for that property.

c. At the time stated in the notice, the Board shall hear and consider all objections or protests, if any, to the report concerning the delinquencies. Thereafter, the Board may adopt, revise, change, reduce, or modify any delinquency or overrule any or all objections thereto. The Board shall then make its determination on each delinquency identified in the report; the Board's determination shall be final.

d. On or before August 10th of each year following the Board's hearing, the District Secretary shall file with the County Auditor a copy of the report, signed by the Secretary, stating the Board has adopted the report. The Secretary shall request the County Auditor to include the amount of delinquencies on the bills for taxes levied against the properties identified in the report.

R. District Code chapter 21 (Security Services Code), section 7.04 is amended to read as follows:

7.04 Attorneys' Fees. In the event the District is required to bring legal action to enforce any provision of this Chapter, including but not limited to the collection of delinquent special taxes, charges or penalties, the District shall be entitled to recover its reasonable attorneys' fees, interest, court costs, and any other costs incurred by the District in bringing such action.

S. District Code chapter 21 (Security Services Code), section 7.05 is amended to read as follows:

7.05 Discontinuance of Service. As an alternative method of enforcing the provisions of this Chapter or of any other District ordinance, rule or regulation, the District shall have the authority pursuant to Government Code Section 61115 to discontinue any and all services provided by the District to a customer if all or part of any bill is not paid. Such discontinuance of service shall be in the following manner:

a. At least ten days before the proposed discontinuance, the District shall provide written notice to the customer and the Property owner, if other than the customer, of the District's intent to discontinue service and the procedure for, and the availability of, an opportunity to discuss the reasons for the proposed discontinuance of service.

b. Before discontinuing service, the customer or property owner shall have the opportunity to discuss the reason for the proposed Discontinuance with an employee designated by the Manager who shall be empowered to dispute bills, rectify any errors, and settle controversies pertaining to the review discontinuance of service.

c. When service has been discontinued as provided in this section, the customer or property owner shall pay all unpaid special taxes, charges, including penalties and interest, plus all District expenses and charges for the discontinuance and restoration of service, prior to the restoration of the discontinued service.

d. No service shall be discontinued on any Saturday, Sunday, legal holiday, or at any time during which the District's business offices are not open to the public.

T. District Code chapter 21 (Security Services Code), section 7.06 is amended to read as follows:

7.06 Remedies Cumulative. All remedies set forth herein for the collection and enforcement of special taxes, charges, and penalties are cumulative and may be pursued alternatively or consecutively.

U. District Code chapter 21 (Security Services Code), section 8.00 is amended to read as follows:

Section 8.00 Prohibited Activities on District Property

~~[PREFACE:]~~ The following activities are prohibited on District Property pursuant to the authority provided in Section 3.05 of this Code and Government Code Sections 61060 and 61064. ~~(e).~~

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

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

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

**INTRODUCED** by the Board of Directors on the 19<sup>th</sup> day of February 2020.

**PASSED AND ADOPTED** by the Board of Directors of the Rancho Murieta Community Services District at a regular meeting on the 18<sup>th</sup> day of March 2020 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Les Clark  
President, Board of Directors

Attest:

---

Amelia Wilder, District Secretary

# **RANCHO MURIETA COMMUNITY SERVICES DISTRICT**

DISTRICT CODE  
CHAPTER 21

## **SECURITY SERVICES CODE**

POLICES REGULATING THE PROVISION  
OF AND TAXES FOR SECURITY  
SERVICE BY THE DISTRICT



AMENDED MARCH 18, 2020  
ORDINANCE O2020-01



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## DISTRICT CODE

### CHAPTER 21

#### POLICIES REGULATING THE PROVISION OF AND TAXES FOR SECURITY SERVICES BY THE DISTRICT

##### Section 1.00 General Provisions

###### **1.01 Title**

This Chapter shall be known as the "Security Services Code" and may be cited as such.

###### **1.02 Applicability**

This Chapter shall apply to security services in or affecting the territory of the Rancho Murieta Community Services District. The provisions of this Chapter define the type of security services provided by the District, the special tax levied to fund those services, the methods of collecting the special tax and other charges, penalties for violations of the provisions of this Chapter, and all other related matters concerning the provision of security services within Rancho Murieta Community Services District.

###### **1.03 Implementation**

The provisions of this Chapter shall be implemented by such policies and procedures as shall be developed from time to time by the Board and/or District staff at the direction of the Manager.

##### Section 2.00 Definitions

For the purposes of this Chapter, the following terms shall have the following meanings.

###### **2.01 Board**

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

###### **2.02 Customer**

Customer shall mean a District resident or property owner to whom District service is provided.

###### **2.03 District**

District shall mean the Rancho Murieta Community Services District.

###### **2.04 District Property**

District Property shall mean real property owned, leased or otherwise controlled by the District.

###### **2.05 Manager**

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

###### **2.06 Premises**

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

## **2.07 Security Chief**

Security Chief shall mean that person designated as the head of District Security Services.

## **2.08 Security Gate Officers**

Security Gate Officers shall mean those individuals hired by the District to perform duties related to the control and monitoring of access to gated portions of the District, after receiving the appropriate training and certifications as determined by the Security Chief and Manager.

## **2.09 Security Patrol Officers**

Security Patrol Officers shall mean those persons, including the Security Chief and the Security Sergeant, hired by the District to provide patrol services, and other security services identified herein in accordance with District policies and procedures, after receiving the appropriate training and certifications as determined by the Security Chief and Manager.

## **2.10 Security Sergeant**

Security Sergeant shall mean that person hired by the District to participate in and supervise the activities of Security Gate Officers and Security Patrol Officers, and other security services identified herein in accordance with District policies and procedures, after receiving the appropriate training and certifications as determined by the Security Chief and Manager.

## **2.11 Security Services**

Security Services shall mean the security services provided by the District, as identified in Section 3.00 herein.

## **Section 3.00 Scope of Security Services**

### **3.01 Authority and Scope of Security Services**

Pursuant to Section 61100(j) of the Government Code and authorization of the Local Agency Formation Commission, the District provides Security Services necessary to protect lives and property within the boundaries of the District. Security Gate Officers and Security Patrol Officers are responsible for protecting lives and property by seeking to prevent an incident or offense from occurring in the District. In situations where prevention of an incident or offense is not possible, the function of Security Gate Officers or Security Patrol Officers is to observe and report the incident to a law enforcement agency, such as the Sacramento County Sheriff's Department, except as otherwise authorized by this Chapter. Security Gate Officers and Security Patrol Officers are not peace officers, and except in limited circumstances as authorized in this Chapter, are not responsible for any law enforcement activities, including but not limited to: chasing; apprehending or detaining suspected criminals; investigating criminal acts; or enforcing state or county laws, including traffic regulations.

### **3.02 Gate and Patrol Services**

The District shall provide gate and patrol services, at such level or to such extent as the Board may authorize as part of the annual budget process, or from time to time as the Board deems appropriate. The gate and patrol services shall generally include:

- a. Operating and staffing security gates located at the entrances to the Rancho Murieta community on a year-round basis;

- b. Providing twenty-four-(24) hour a day mobile patrol of all area within the boundaries of the District;
- c. Operating a communication system to maintain contact with local law enforcement, fire and other emergency services as well as appropriate entities within the District; and
- d. Registering guests or invitees of District Customers and other visitors within the District, in cooperation with Rancho Murieta Association or other homeowners' associations within the District as appropriate.

### **3.03 Enforcement of District Rules and Ordinances**

Pursuant to Government Code Section 61064(b), Security Patrol Officers may enforce the rules, regulations, and ordinances adopted by the Board and may issue citations for violation of any such rule, regulation or ordinance to be processed as an infraction in accordance with subdivision (d) of Section 17 of the Penal Code.

### **3.04 Enforcement of Covenants, Conditions and Restrictions**

Pursuant to Government Code Section 61105(e), the District may enforce covenants, conditions and restrictions ("CC&Rs"), and hereby authorizes Security Patrol Officers to enforce those non-architectural CC&Rs related to the provision of Security Services adopted for each tract within the boundaries of the District.

The Manager and/or the Board is hereby authorized to establish rules, regulations and procedures in cooperation with any homeowner's association within the District boundaries, including but not limited to, the Rancho Murieta Association, for the enforcement of non-architectural CC&Rs which shall be published and made available to the Board and Customers, including amendments thereto.

### **3.05 Enforcement of State and County Law on District Property**

Security Patrol Officers may make arrests in accordance with Penal Code Section 836.5, and/or issue citations for misdemeanor or infraction violations of state law, county ordinances, or district rules, regulations, or ordinances when such violation is committed on District Property and in the presence of the District Security Officer making the arrest or issuing the citation pursuant to Government Code Section 61064(c).

### **3.06 Contracting Authority**

Subject to Board approval and appropriation of funds, the District may contract or enter into any joint or cooperative arrangement with Rancho Murieta Association or any other entity or person, including the Sacramento County Sheriff's Department, to provide security services to District Customers.

### **3.07 Violations of Chapter**

Pursuant to Government Code section 61064(a), a violation of a provision of this Chapter is a misdemeanor punishable by imprisonment in the county jail not exceeding six months, or by fine not exceeding one thousand dollars (\$1,000), or by both.

### **3.08 Penalty for Obstructing District Security Officer**

Any person who willfully interferes with a Security Patrol Officer in the performance of his or her duties pursuant to Section 3.03 and/or 3.05 of this Code may be punished by a fine, not exceeding one thousand dollars (\$1,000), or by imprisonment in the county jail not exceeding one year, or by both such fine and imprisonment, in accordance with the provisions of Section 148 of the Penal Code.

**Section 4.00 Special Event Notification**

Prior to conducting or holding any event or activity within the District which is reasonably expected to involve twenty (20) or more participants, spectators, or similar persons, excluding District Customers, the sponsor of such event or activity shall notify the District Security Chief ten (10) days in advance of such event or activity. If Security Services are needed for the event, the event sponsor may request such services as provided for in Section 6.04 of this Chapter.

**Section 5.00 Special Tax for Security Services**

**5.01 Findings**

The Board of Directors of the District hereby finds and declares that the District’s ability to continue to provide Security Services depends on the availability of funds to support these services. The Security Services are a portion of the public safety services related to real property and provide for the security and protection of the real property, property owners, and residents within the District. The special tax [referred to as the "Security Tax"] was approved by two-thirds vote of the District voters in 1998. (See District Ordinance No. 98-1.) The Security Tax provides for a special and secure funding source to continue to provide Security Services.

**5.02 Authority**

This special tax is levied under each of the following authorities:

Government Code Section 61121 which provides the District with the power to tax for the purpose of carrying out the operations of the District; and which authorizes the District to impose special taxes pursuant to Government Code Section 50075, et seq.; Government Code Section 50075 through Section 50077; Government Code Section 61060(n) which authorizes the District to perform all acts necessary to carry out fully the provisions of the Community Services District law; and Article XIII C of the California Constitution. This tax is based, to the extent practicable, upon the cost of providing security services to the properties within the District and is not an ad valorem property tax.

**5.03 Security Tax**

Property within the District shall be assessed a monthly security tax as follows. The maximum tax rates shown reflect annual adjustments, per Section 5.05:

		Monthly Special Tax Rates Fiscal Year 2019-20	Monthly Special Tax Rates Maximum Ceiling Rate Year 2019-20
Residential			
Inside Gates			
- Metered	Per Lot	\$ 29.73	29.73
- Unmetered	Per Lot	\$ 23.79	23.79
Outside Gate	Per Lot	\$ 7.17	7.17

Non-Residential - Per Building Sq. Ft.			
- Highway Retail		\$ 0.2681	0.2681
- Other Retail/Commercial	"	\$ 0.0289	0.0289
- Industrial/Warehouse/Lt Industrial	"	\$ 0.0630	0.0630
- Office	"	\$ 0.0152	0.0152
- Institutional	"	\$ 0.0152	0.0152
- Public Utility	"	\$ 0.0480	0.0480
- Equine Complex	"	\$ 0.0045	0.0045
- RMCC	"	\$ 0.0755	0.0755
- Airport	"	\$ 0.0192	0.0192
- Hotel/Ext. Stay	"	\$ 0.0289	0.0289

**UNDEVELOPED PROPERTY**

- Inside Gates	Per Acre	\$25.1494	25.1494
- Outside Gates	Per Acre	\$ 3.7477	3.7477

The Security Tax for property and/or units not identified herein shall be determined by the Board based upon the total actual cost of providing security services to that property or unit, not to exceed the maximum charge per lot, acre, or building square foot for property identified herein.

For the fiscal year beginning July 1, 1998, and annually thereafter, the District Board shall set the actual security tax for the applicable fiscal year. The actual security tax set by the Board shall not exceed the maximum tax rate set forth in this section as adjusted pursuant to section 5.05. If necessary, to meet expenses, the Board may adjust the actual tax rate during a fiscal year so long as the actual tax rate does not exceed the maximum allowable tax rate.

**5.04 Collection**

The Security Tax shall be collected with other monthly District taxes, fees and/or charges and shall be subject to the same penalties for non-payment as other monthly District taxes, fees, and/or charges.

**5.05 Annual Adjustment**

Commencing July 1, 1999 and each July 1<sup>st</sup> thereafter, the amounts specified in Section 5.03 shall be increased by two percent (2%) per year. The General Manager shall maintain a current schedule of maximum tax rates based on the yearly increase specified herein and shall make the same available to any interested party upon request.

**5.06 Disposition of Revenue**

Revenues collected under the provisions of this Chapter shall be deposited in a special fund called the Security Tax fund and shall be used only for the provision of security services within the District. Security services include:

- a. Operating the security gates located at the entrances of Rancho Murieta, 24 hours a day, 365 days a year, including but not limited to staffing these gates;
- b. Providing a 24 hour a day mobile patrol of the District and its boundaries;
- c. Operating a radio communication system to maintain contact with external police, fire, and other emergency services as well as the appropriate entities within the District;

- d. Providing assistance to other agencies providing first aid, fire-fighting, police and emergency services within the District;
- e. Monitoring, controlling and registering guests or invitees of District customers and other visitors within the District;
- f. Conducting such other activities as the Board in its discretion may authorize for the protection of District customers and their property; and
- g. Other incidental costs of providing the services listed above.

**5.07 Effective Date**

The Security Tax shall take effect July 1, 1998.

**5.08 Appeals**

Any taxpayer aggrieved by the amount of this tax shall file a written appeal with the General Manager stating the grounds for the appeal. The General Manager shall meet with the taxpayer; they may agree to a resolution of the appeal or set the matter for determination by the Board. The Board may adopt rules for the timing, filing and hearing of appeals under this Chapter.

**5.09 Severability**

If any sentence, clause, article, section, subsection, phrase or portion of this Chapter is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Chapter. The voters of the District hereby declare that they would have adopted the remainder of this Chapter, including each sentence, clause, article, section, subsection, phrase or portion of this Chapter, irrespective of the invalidity of any other sentence, clause, article, section, subsection, phrase or portion of this Chapter.

**Section 6.00 Billing Procedures**

**6.01 General Billing Procedures**

Except as otherwise specified herein, the Security Tax for District Security Services shall be collected together with, and not separately from the charges for other services and facilities rendered by the District to a Customer. All District special taxes and charges shall be billed on the same bill and collected as one item. Except as otherwise specified herein, the District shall bill directly each individual Customer receiving security service and such bill shall be due and payable upon receipt.

**6.02 Composite Billing Procedures**

The District may elect to send a composite bill for the Security Tax only to groups of customers when each of the following conditions are met:

- a. The owners of the property receiving services have formally organized by writing into a homeowners' association or similar group;
- b. The homeowners' association or similar group, through properly executed covenants, conditions, articles of incorporation, bylaws, or contract has the power to act as the sole agent for the owners or customers concerning the Security Tax in a manner which binds the individual owners or customers, and;
- c. The association or group enters into a written agreement with the District which provides, among



other matters, that:

1. The association or group shall be responsible for and guarantee payment of all such Security Taxes within the time required by the District's rules and regulations, regardless of whether any single owner or customer has paid the owners or customer's share of such charges to the association or group;
2. The District shall apply to and the association or group shall pay all delinquent, penalty and interest charges on the composite bill,
3. The District's bill or other notices to the association or group shall constitute a bill or other notice to each individual owner or customer, who shall agree that no other notice or bill to the individual owner or customer shall be necessary for, or a prerequisite to, the District's exercise of its powers to terminate service, place liens on the owner's property, or exercise any of the other legal remedies necessary to collect delinquent bills and charges; and
4. The bill shall consist of the sum of the total monthly Security Taxes for each owner or customer represented by the association or group, as well as Security Services to any common area or other unit represented by the association or group.

### **6.03 Bill Payment**

Bills for the Security Tax are due and payable when mailed or delivered. A bill for services is delinquent if not paid and received at the Rancho Murieta Community Services District office by the 25<sup>th</sup> day of the month following the month in which the bill was mailed.

### **6.04 Security Services for Special Events**

The District may provide Security Services on a contractual or fee-for-service basis for any special event, as described in Section 4.00, or for any other activity within the District's boundaries which requires Security Services other than that routinely provided by the District.

### **6.05 Additional Fees and Charges**

Additional fees and charges may be required as part of an agreement or contract for additional Security Services, such as pursuant to Section 6.04 above.

## **Section 7.00 Collection of Special Tax**

### **7.01 Penalty for Late Payment**

A one-time basic penalty of ten percent (10%) of the delinquent taxes shall be added to each delinquent bill for the first month the charge is delinquent. Thereafter, an additional penalty of one percent (1%) per month shall be added to all delinquent taxes and basic penalties remaining unpaid, until the District requests the County Auditor to include the amount of the delinquent taxes and penalties for collection on the County property tax roll as set forth in Section 7.03. Monies paid when any portion of an account is delinquent shall first be credited to interest and penalties, then to the delinquent portion of the bill, and then to the current portion of the bill. *(Amended by Ordinance O2019-03)*

### **7.02 Imposition of Lien**

Delinquent special taxes and charges remaining unpaid after thirty (30) days may be recorded as a lien with the County in accordance with Section 61115 of the Government Code and, after recordation, shall constitute a lien upon all real property owned or thereafter acquired by the property owner in the County. The District shall include a statement to this effect on its bills to each property owner.

The District may compile lists of such delinquent charges and record them with the County Recorder as liens.

### **7.03 Process for Collection of Delinquent Charges**

All special taxes, charges, penalties and interest which remain delinquent as of June 30<sup>th</sup> of each year may be collected in the same manner as the general taxes for the District for the forthcoming fiscal year, as follows:

- a. The District shall prepare a written report, which shall be filed by the District Secretary. The report shall describe each parcel of real property for which there are any delinquencies in any charges for services rendered to each premise during the preceding year, and the amount of the delinquency. The report of delinquent security service charges may be combined with the report of any other delinquent charges, as long as the report identifies the delinquent charges for each service for each premise.
- b. The District Secretary shall publish notice of the report's filing and of the time and place of hearing on the report, prior to the date set for the hearing. The notice shall be published at least once a week for two weeks. The District Secretary shall also mail written notice of the report's filing to each property owner whose property or premises is identified as being subject to delinquent charges setting forth individually each property and each of the services and charges due for that property.
- c. At the time stated in the notice, the Board shall hear and consider all objections or protests, if any, to the report concerning the delinquencies. Thereafter, the Board may adopt, revise, change, reduce, or modify any delinquency or overrule any or all objections thereto. The Board shall then make its determination on each delinquency identified in the report; the Board's determination shall be final.
- d. On or before August 10<sup>th</sup> of each year following the Board's hearing, the District Secretary shall file with the County Auditor a copy of the report, signed by the Secretary, stating the Board has adopted the report. The Secretary shall request the County Auditor to include the amount of delinquencies on the bills for taxes levied against the properties identified in the report.

### **7.04 Attorneys' Fees**

In the event the District is required to bring legal action to enforce any provision of this Chapter, including but not limited to the collection of delinquent special taxes, charges or penalties, the District shall be entitled to recover its reasonable attorneys' fees, interest, court costs, and any other costs incurred by the District in bringing such action.

### **7.05 Discontinuance of Service**

As an alternative method of enforcing the provisions of this Chapter or of any other District ordinance, rule or regulation, the District shall have the authority pursuant to Government Code Section 61115 to discontinue any and all services provided by the District to a customer if all or part of any bill is not paid. Such discontinuance of service shall be in the following manner:

- a. At least ten days before the proposed discontinuance, the District shall provide written notice to the customer and the Property owner, if other than the customer, of the District's intent to discontinue service and the procedure for, and the availability of, an opportunity to discuss the reasons for the proposed discontinuance of service.
- b. Before discontinuing service, the customer or property owner shall have the opportunity to discuss the reason for the proposed Discontinuance with an employee designated by the Manager who shall be empowered to dispute bills, rectify any errors, and settle controversies pertaining to the review discontinuance of service.
- c. When service has been discontinued as provided in this section, the customer or property owner shall pay all unpaid special taxes, charges, including penalties and interest, plus all District expenses and charges for the discontinuance and restoration of service, prior to the restoration of the discontinued service.
- d. No service shall be discontinued on any Saturday, Sunday, legal holiday, or at any time during which the District's business offices are not open to the public.

#### **7.06 Remedies Cumulative**

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

#### **7.07 Declaration of Procedures**

The District hereby declares the foregoing procedures are established as a means of enforcing the terms and conditions of the District's ordinances, rules and regulations and shall not be construed as penalties.

### **Section 8.00 Prohibited Activities on District Property**

The following activities are prohibited on District Property pursuant to the authority provided in Section 3.05 of this Code and Government Code Sections 61060 and 61064.

#### **8.01 Trespasses**

No person shall enter upon District Property, except for the purpose of conducting District business, to attend publicly noticed District meetings, or as otherwise authorized by law or District staff.

#### **8.02 Defacing Property**

No person shall deface, damage or destroy District Property. The terms deface, damage and destroy as used in this Section shall include graffiti.

#### **8.03 Loitering**

No person shall loiter upon District Property. As used in this Section, the word "loiter" means entering and remaining on District Property under such circumstances that a reasonable person would conclude that the person who has entered and remained on such premises does not have a purpose legitimately connected with District or otherwise authorized allowed by law.

#### **8.04 Use of Motor Vehicles:**

- a. No person shall drive or operate a motor vehicle on District Property except to conduct District business, attend a publicly noticed District meeting or as otherwise authorized by law or District staff.
- b. No person shall park a motor vehicle on District Property except in areas specifically designated as parking areas. In no case shall any person park a motor vehicle on District Property in a manner

that presents a hazard to the public.

- c. No person shall park or otherwise allow a motor vehicle to remain on District Property during hours that the District Property is closed without a permit from the District.
- d. No person shall abandon any motor vehicle on District Property.

**8.05 Use of Skateboards**

No person shall ride or propel a skateboard on District Property.

**8.06 Animals**

No person shall bring an animal onto District Property, except for the purpose of aiding or assisting persons with disabilities.

**8.07 Disposal of Refuse**

No person shall dump, deposit, or release any bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage, refuse, or trash in or upon District Property, except that refuse which is incidental to the use of the facility which may be deposited into the receptacles as provided therefore.

**8.08 Consumption of Alcoholic Beverages**

No person shall possess any can, bottle or other receptacle containing any alcoholic beverage which has been opened, or a seal broken, or the contents of on or within District Property, unless otherwise authorized by the Manager.

**8.09 Firearms**

No person shall bring a firearm onto District Property, except for law enforcement or District Security Officers.

**8.10 Fireworks**

No person shall possess or ignite any firecracker or fireworks on District Property, unless otherwise authorized by the Manager.

**8.11 Use of Bridge**

No person shall dive or jump from any bridge owned or authorized for use by the District, including, but not limited to, the Yellow Bridge and the Pedestrian Bridge.

**Section 9.00 False Alarm Service Fee**

**9.01 False Alarm Fee**

All persons operating an alarm system within the District shall pay a false alarm fee of \$100 per false alarm to reimburse the District for costs incurred by the District Security Department resulting from false alarms. Such fee shall apply to false alarms in excess of one false alarm per calendar month.

**9.02 Collection**

Fees for false alarms shall be collected in the same manner as set forth in Section 6.00 of this Chapter.

# RANCHO MURIETA COMMUNITY SERVICES DISTRICT

DISTRICT CODE  
CHAPTER 21

## ~~THE~~ SECURITY SERVICES CODE

POLICES REGULATING THE PROVISION  
OF AND TAXES ~~CHARGES~~ FOR SECURITY  
SERVICE BY THE DISTRICT



AMENDED AUGUST 21, 2019  
ORDINANCE O2019-03

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## DISTRICT CODE

### CHAPTER 21

#### POLICIES REGULATING THE PROVISION OF AND ~~TAXES CHARGES FOR~~ SECURITY SERVICES BY THE DISTRICT

##### Section 1.00 General Provisions

###### **1.01 Title**

This Chapter shall be known as the "Security Services Code" and may be cited as such.

###### **1.02 Applicability**

This Chapter shall apply to security services in or affecting the territory of the Rancho Murieta Community Services District. The provisions of this Chapter define the type of security services provided by the District, the special tax ~~levied to fund those services and charges therefore~~, the methods of collecting the special tax and ~~other~~ charges, penalties for violations of the provisions of this Chapter, and all other related matters concerning the provision of security services within Rancho Murieta Community Services District.

###### **1.03 Implementation**

The provisions of this Chapter shall be implemented by such policies and procedures as shall be developed from time to time by the Board and/or District staff at the direction of the Manager.

##### Section 2.00 Definitions

For the purposes of this Chapter, the following terms shall have the following meanings.

###### **2.01 Board**

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

###### **2.02 Customer**

Customer shall mean a District resident or property owner to whom District service is provided.

###### **2.03 District**

District shall mean the Rancho Murieta Community Services District.

###### **2.04 District Property**

District Property shall mean real property owned, leased or otherwise controlled by the District.

###### **2.05 Manager**

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

###### **2.06 Premises**

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



## **2.07 Security Chief**

Security Chief shall mean that person designated as the head of District Security Services.

## **2.08 Security Gate Officers**

Security Gate Officers shall mean those individuals hired by the District to perform duties related to the control and monitoring of access to gated portions of the District, after receiving the appropriate training and certifications as determined by the Security Chief and Manager.

## **2.09 Security Patrol Officers**

Security Patrol Officers shall mean those persons, including the Security Chief and the Security Sergeant, hired by the District to provide patrol services, and other security services identified herein in accordance with District policies and procedures, after receiving the appropriate training and certifications as determined by the Security Chief and Manager.

## **2.10 Security Sergeant**

Security Sergeant shall mean that person hired by the District to participate in and supervise the activities of Security Gate Officers and Security Patrol Officers, and other security services identified herein in accordance with District policies and procedures, after receiving the appropriate training and certifications as determined by the Security Chief and Manager.

## **2.11 Security Services**

Security Services shall mean the security services provided by the District, as identified in Section 3.00 herein.

## **Section 3.00 Scope of Security Services**

### **3.01 Authority and Scope of Security Services**

Pursuant to Section 61100(j) of the Government Code and authorization of the Local Agency Formation Commission, the District provides Security Services necessary to protect lives and property within the boundaries of the District. Security Gate Officers and Security Patrol Officers are responsible for protecting lives and property by seeking to prevent an incident or offense from occurring in the District. In situations where prevention of an incident or offense is not possible, the function of Security Gate Officers or Security Patrol Officers is to observe and report the incident to a law enforcement agency, such as the Sacramento County Sheriff's Department, except as otherwise authorized by this Chapter. Security Gate Officers and Security Patrol Officers are not peace officers, and except in limited circumstances as authorized in this Chapter, are not responsible for any law enforcement activities, including but not limited to: chasing; apprehending or detaining suspected criminals; investigating criminal acts; or enforcing state or county laws, including traffic regulations.

### **3.02 Gate and Patrol Services**

The District shall provide gate and patrol services, at such level or to such extent as the Board may authorize as part of the annual budget process, or from time to time as the Board deems appropriate. The gate and patrol services shall generally include:

- a. Operating and staffing security gates located at the entrances to the Rancho Murieta community on a year-round basis;

- b. Providing twenty-four-(24) hour a day mobile patrol of all area within the boundaries of the District;
- c. Operating a communication system to maintain contact with local law enforcement, fire and other emergency services as well as appropriate entities within the District; and
- d. Registering guests or invitees of District Customers and other visitors within the District, in cooperation with Rancho Murieta Association or other homeowners' associations within the District as appropriate.

### **3.03 Enforcement of District Rules and Ordinances**

Pursuant to Government Code Section 61064(b), Security Patrol Officers may enforce the rules, regulations, and ordinances adopted by the Board and may issue citations for violation of any such rule, regulation or ordinance to be processed as an infraction in accordance with subdivision (d) of Section 17 of the Penal Code.

### **3.04 Enforcement of Covenants, Conditions and Restrictions**

Pursuant to Government Code Section 61105(e) ~~and former Government Code Section 61601.10~~, the District may enforce covenants, conditions and restrictions ("CC&Rs"), and hereby authorizes Security Patrol Officers to enforce those non-architectural CC&Rs related to the provision of Security Services adopted for each tract within the boundaries of the District.

The Manager and/or the Board is hereby authorized to establish rules, regulations and procedures in cooperation with any homeowner's association within the District boundaries, including but not limited to, the Rancho Murieta Association, for the enforcement of non-architectural CC&Rs which shall be published and made available to the Board and Customers, including amendments thereto.

### **3.05 Enforcement of State and County Law on District Property**

Security Patrol Officers may make arrests in accordance with Penal Code Section 836.5, and/or issue citations for misdemeanor or infraction violations of state law, county ordinances, or district rules, regulations, or ordinances when such violation is committed on District Property and in the presence of the District Security Officer making the arrest or issuing the citation pursuant to Government Code Section 61064(c).

### **3.06 Contracting Authority**

Subject to Board approval and appropriation of funds, the District may contract or enter into any joint or cooperative arrangement with Rancho Murieta Association or any other entity or person, including the Sacramento County Sheriff's Department, to provide security services to District Customers.

### **3.07 Violations of Chapter**

Pursuant to Government Code section 61064(a), a violation of a provision of this Chapter is a misdemeanor punishable by imprisonment in the county jail not exceeding six months, or by fine not exceeding one thousand dollars (\$1,000), or by both.

### **3.08 Penalty for Obstructing District Security Officer**

Any person who willfully interferes with a Security Patrol Officer in the performance of his or her duties pursuant to Section 3.03 and/or 3.05 of this Code may be punished by a fine, not exceeding one thousand dollars (\$1,000), or by imprisonment in the county jail not exceeding one year, or by both such fine and imprisonment, in accordance with the provisions of Section 148 of the Penal Code.

## **Section 4.00 Special Event Notification**

Prior to conducting or holding any event or activity within the District which is reasonably expected to involve twenty (20) or more participants, spectators, or similar persons, excluding District Customers, the sponsor of such event or activity shall notify the District Security Chief ten (10) days in advance of such event or activity. If Security Services are needed for the event, the event sponsor may request such services as provided for in Section 6.04 of this Chapter.

## **Section 5.00 Special Tax for Security Services**

~~[PREFACE: Section 5.00 was adopted by the voters of Rancho Murieta Community Services District and became effective on July 1, 1998. The text of the language as adopted by the voters is provided verbatim below. In the intervening years since this section was adopted several changes have occurred in state law and certain sections are no longer applicable within the District. In order to provide consistency with the rest of the Security Code, these changes are reflected by footnote references throughout this section.]~~

### **5.01 Findings**

The Board of Directors of the District hereby finds and declares that the District's ability to continue to provide Security Services depends on the availability of funds to support these services. The Security Services are a portion of the public safety ~~or police services~~ services<sup>1</sup> related to real property and provide for the security and protection of the real property, ~~and property owners,~~ and residents within the District. The special tax [referred to as the "Security Tax"] ~~was levied herein, if approved by two-thirds vote of the District voters in 1998. (See District Ordinance No. 98-1.) The Security Tax, will provide~~ was levied herein, if approved by two-thirds vote of the District voters in 1998. (See District Ordinance No. 98-1.) The Security Tax, will provide for a special and secure funding source to continue to provide Security Services.

### **5.02 Authority**

This special tax is levied under each of the following authorities:-

Government Code Section ~~6112161615~~<sup>2</sup> which provides the District with the power to tax for the purpose of carrying out the operations of the District; ~~Government Code Section 61615.1<sup>3</sup> and~~ which authorizes the District to impose special taxes pursuant to Government Code Section 50075, et seq.; Government Code Section 50075 through Section 50077 ~~which authorizes special districts, among others, to impose special taxes;~~ Government Code Section ~~6106061610(n)61622~~<sup>4</sup> which authorizes the District to perform all acts necessary to carry out fully the provisions of the Community Services District law; ~~Government Code Section 53978, et seq., which authorizes the District to impose a special tax for police protection services<sup>5</sup>,~~ Government Code section 53978, which authorizes the District to impose a

<sup>1</sup>~~The term police services should be deleted.~~

<sup>2</sup>~~Government Code § 61615 was repealed and replaced with Government Code § 61121 effective January 1, 2006~~

<sup>3</sup>~~Government Code § 61615.1 was repealed and replaced with Government Code § 61121 effective January 1, 2006.~~

<sup>4</sup>~~Government Code § 61622 was repealed and replaced with Government Code § 61060(n) effective January 1, 2006.~~

<sup>5</sup>~~The citation to Government Code Section 53978 should be deleted.~~

[special tax for police protection services](#), which includes security services; and Article XIII [C](#) of the California Constitution. This tax is based, to the extent practicable, upon the cost of providing security services to the properties within the District and is not an ad valorem property tax.

### 5.03 Security Tax

[Commencing July 1, 2018, p](#)Property within the District shall be assessed a monthly security tax as follows. The maximum tax rates shown reflect annual adjustments, per Section [5.055-00](#): ~~(amended by Ordinance 2018-02)~~

		Monthly Special Tax Rates Fiscal Year 2019-20	Monthly Special Tax Rates Maximum Ceiling Rate Year 2019-20
<b>Residential</b>			
<b>Inside Gates</b>			
- Metered	Per Lot	\$ 29.73	29.73
- Unmetered	Per Lot	\$ 23.79	23.79
Outside Gate	Per Lot	\$ 7.17	7.17
<b>Non-Residential - Per Building Sq. Ft.</b>			
- Highway Retail		\$ 0.2681	0.2681
- Other Retail/Commercial	"	\$ 0.0289	0.0289
- Industrial/Warehouse/Lt Industrial	"	\$ 0.0630	0.0630
- Office	"	\$ 0.0152	0.0152
- Institutional	"	\$ 0.0152	0.0152
- Public Utility	"	\$ 0.0480	0.0480
- Equine Complex	"	\$ 0.0045	0.0045
- RMCC	"	\$ 0.0755	0.0755
- Airport	"	\$ 0.0192	0.0192
- Hotel/Ext. Stay	"	\$ 0.0289	0.0289
<b>UNDEVELOPED PROPERTY</b>			
- Inside Gates	Per Acre	\$25.1494	25.1494
- Outside Gates	Per Acre	\$ 3.7477	3.7477

[The Security Tax Charges](#) for property and/or units not identified herein shall be determined by the Board based upon the total actual cost of providing security services to that property or unit, not to exceed the maximum charge per lot, acre, or building square foot for property identified herein.

For the fiscal year beginning July 1, 1998, and annually thereafter, the District Board shall set the actual security tax for the applicable fiscal year. The actual security tax set by the Board shall not exceed the maximum tax rate set forth in this section as adjusted pursuant to section 5.05 ~~of this Ordinance~~. If necessary, to meet expenses, the Board may adjust the actual tax rate during a fiscal year so long as the actual tax rate does not exceed the maximum allowable tax rate.

### 5.04 Collection

The Security Tax shall be collected with other monthly District taxes, fees and/or charges and shall be subject to the same penalties for non-payment as other monthly District taxes, fees, and/or charges.

#### 5.05 Annual Adjustment

Commencing July 1, 1999 and each July 1<sup>st</sup> thereafter, the amounts specified in Section 5.03 shall be increased by two percent (2%) per year. The General Manager shall maintain a current schedule of maximum tax rates based on the yearly increase specified herein and shall make the same available to any interested party upon request.

#### 5.06 Disposition of Revenue

Revenues collected under the provisions of this ~~Chapter Ordinance~~ shall be deposited in a special fund called the Security Tax fund and shall be used only for the provision of security services within the District. Security services include:<sup>6</sup>

- a. Operating the security gates located at the entrances of Rancho Murieta, 24 hours a day, 365 days a year, including but not limited to staffing these gates;
- b. Providing a 24 hour a day mobile patrol of the District and its boundaries;
- c. Operating a radio communication system to maintain contact with external police, fire, and other emergency services as well as the appropriate entities within the District;
- d. Providing assistance to other agencies providing first aid, fire-fighting, police and emergency services within the District<sup>7</sup>;
- e. Monitoring, controlling and registering guests or invitees of District customers and other visitors within the District;<sup>8</sup>
- f. Conducting such other activities as the Board in its discretion may authorize for the protection of District customers and their property; and
- g. Other incidental costs of providing the services listed above.

#### 5.07 Effective Date

~~The Security Tax This Ordinance~~ shall take effect July 1, 1998. ~~[This reflects the original effective date of the Security Tax.]~~

#### ~~5.08 Suspension of Security Fee~~

~~Upon the effective date of the levying of the tax established by the ordinance, and except as provided herein, the District shall suspend the collection of the security fee established in and collected under District Code Chapter 21, section 5.00. To the extent that a property or property owner is or becomes legally exempt from payment of the tax established in this Ordinance, such property and/or property owner shall remain subject to and shall pay the security fee established in and collected under District Code Chapter 21, section 5.00; and, to that extent, that security fee shall remain in effect.<sup>9</sup>~~

#### 5.09 Appeals

<sup>6</sup>~~Please see Section 3.00 for an updated overview of Security Services provided by the District.~~

<sup>7</sup>~~Subsection (d) of Section 5.06 is no longer applicable within the District.~~

<sup>8</sup>~~See subsection (d) of Section 3.02 for the current version of this subsection.~~

<sup>9</sup>~~Section 5.08 is no longer applicable within the District.~~

Any taxpayer aggrieved by the amount of this tax shall file a written appeal with the General Manager stating the grounds for the appeal. The General Manager shall meet with the taxpayer; they may agree to a resolution of the appeal or set the matter for determination by the Board. The Board may adopt rules for the timing, filing and hearing of appeals under this [ChapterOrdinance](#).

#### **5.10 Severability**

If any sentence, clause, article, section, subsection, phrase or portion of this [OrdinanceChapter](#) is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this [OrdinanceChapter](#). The voters of the District hereby declare that they would have adopted the remainder of this [OrdinanceChapter](#), including each sentence, clause, article, section, subsection, phrase or portion of this [OrdinanceChapter](#), irrespective of the invalidity of any other sentence, clause, article, section, subsection, phrase or portion of this [OrdinanceChapter](#).

### **Section 6.00 Billing Procedures**

#### **6.01 General Billing Procedures**

Except as otherwise specified herein, the ~~charges for the~~ Security Tax for District Security Services shall be collected together with, and not separately from the charges for other services and facilities rendered by the District to a Customer. All District [special taxes and](#) charges shall be billed on the same bill and collected as one item. Except as otherwise specified herein, the District shall bill directly each individual Customer receiving security service and such bill shall be due and payable upon receipt.

#### **6.02 Composite Billing Procedures**

The District may elect to send a composite bill for ~~the Security Tax Services~~ only to groups of customers when each of the following conditions are met:

- a. The owners of the property receiving services have formally organized by writing into a homeowners' association or similar group;
- b. The homeowners' association or similar group, through properly executed covenants, conditions, articles of incorporation, bylaws, or contract has the power to act as the sole agent for the owners or customers concerning ~~the Security Tax service charges~~ in a manner which binds the individual owners or customers, and;
- c. The association or group enters into a written agreement with the District which provides, among other matters, that:
  1. The association or group shall be responsible for and guarantee payment of all such [Security Taxes charges](#) within the time required by the District's rules and regulations, regardless of whether any single owner or customer has paid the owners or customer's share of such charges to the association or group;
  2. The District shall apply to and the association or group shall pay all delinquent, penalty and interest charges on the composite bill,
  3. The District's bill or other notices to the association or group shall constitute a bill or other notice to each individual owner or customer, who shall agree that no other notice or bill to the individual owner or customer shall be necessary for, or a prerequisite to, the District's exercise of its powers to terminate service, place liens on the owner's property, or exercise any of the other legal remedies necessary to collect delinquent bills and charges; and

4. The bill shall consist of the sum of the total monthly Security ~~Taxes Services charges~~ for each owner or customer represented by the association or group, as well as Security Services to any common area or other unit represented by the association or group.

### **6.03 Bill Payment**

Bills for ~~the Security Tax Services~~ are due and payable when mailed or delivered. A bill for services is delinquent if not paid and received at the Rancho Murieta Community Services District office by the 25<sup>th</sup> day of the month following the month in which the bill was mailed.

### **6.04 Security Services for Special Events**

The District may provide Security Services on a contractual or fee-for-service basis for any special event, as described in Section 4.00, or for any other activity within the District's boundaries which requires Security Services other than that routinely provided by the District.

### **6.05 Additional Fees and Charges**

Additional fees and charges may be required as part of an agreement or contract for additional Security Services, such as pursuant to Section 6.04 above.

## **Section 7.00 Collection of Special Tax**

### **7.01 Penalty for Late Payment**

A one-time basic penalty of ten percent (10%) of the delinquent taxes shall be added to each delinquent bill for the first month the charge is delinquent. Thereafter, an additional penalty of one percent (1%) per month shall be added to all delinquent taxes and basic penalties remaining unpaid, until the District requests the County Auditor to include the amount of the delinquent taxes and penalties for collection on the County property tax roll as set forth in Section 7.03. Monies paid when any portion of an account is delinquent shall first be credited to interest and penalties, then to the delinquent portion of the bill, and then to the current portion of the bill. *(Amended by Ordinance 02019-03)*

### **7.02 Imposition of Lien**

Delinquent ~~special taxes and~~ charges remaining unpaid after thirty (30) days may be recorded as a lien with the County in accordance with Section ~~611156115~~ of the Government Code and, after recordation, shall constitute a lien upon all real property owned or thereafter acquired by the property owner in the County. The District shall include a statement to this effect on its bills to each property owner.

The District may compile lists of such delinquent charges and record them with the County Recorder as liens.

### **7.03 Process for Collection of Delinquent Charges**

All ~~special taxes,~~ charges, penalties and interest which remain delinquent as of June 30<sup>th</sup> of each year may be collected in the same manner as the general taxes for the District for the forthcoming fiscal year, as follows:

- a. The District shall prepare a written report, which shall be filed by the District Secretary. The report shall describe each parcel of real property for which there are any delinquencies in any charges for services rendered to each premise during the preceding year, and the amount of the

delinquency. The report of delinquent security service charges may be combined with the report of any other delinquent charges, as long as the report identifies the delinquent charges for each service for each premise.

- b. The District Secretary shall publish notice of the report's filing and of the time and place of hearing on the report, prior to the date set for the hearing. The notice shall be published at least once a week for two weeks. The District Secretary shall also mail written notice of the report's filing to each property owner whose property or premises is identified as being subject to delinquent charges setting forth individually each property and each of the services and charges due for that property.
- c. At the time stated in the notice, the Board shall hear and consider all objections or protests, if any, to the report concerning the delinquencies. Thereafter, the Board may adopt, revise, change, reduce, or modify any delinquency or overrule any or all objections thereto. The Board shall then make its determination on each delinquency identified in the report; the Board's determination shall be final.
- d. On or before August 10<sup>th</sup> of each year following the Board's hearing, the District Secretary shall file with the County Auditor a copy of the report, signed by the Secretary, stating the Board has adopted the report. The Secretary shall request the County Auditor to include the amount of delinquencies on the bills for taxes levied against the properties identified in the report.

#### **7.04 Attorneys' Fees**

In the event the District is required to bring legal action to enforce any provision of this Chapter, including but not limited to the collection of delinquent [special taxes](#), charges or penalties, the District shall be entitled to recover its reasonable attorneys' fees, interest, court costs, and any other costs incurred by the District in bringing such action.

#### **7.05 Discontinuance of Service**

As an alternative method of enforcing the provisions of this Chapter or of any other District ordinance, rule or regulation, the District shall have the authority pursuant to Government Code Section 61115 to discontinue any and all services provided by the District to a customer if all or part of any bill is not paid. Such discontinuance of service shall be in the following manner:

- a. At least ten days before the proposed discontinuance, the District shall provide written notice to the customer and the Property owner, if other than the customer, of the District's intent to discontinue service and the procedure for, and the availability of, an opportunity to discuss the reasons for the proposed discontinuance of service.
- b. Before discontinuing service, the customer or property owner shall have the opportunity to discuss the reason for the proposed Discontinuance with an employee designated by the Manager who shall be empowered to dispute bills, rectify any errors, and settle controversies pertaining to the review discontinuance of service.
- c. When service has been discontinued as provided in this section, the customer or property owner shall pay all unpaid [special taxes](#), charges, including penalties and interest, plus all District expenses and charges for the discontinuance and restoration of service, prior to the restoration of the discontinued service.
- d. No service shall be discontinued on any Saturday, Sunday, legal holiday, or at any time during which the District's business offices are not open to the public.



## **7.06 Remedies Cumulative**

All remedies set forth herein for the collection and enforcement of [special taxes](#), charges, and penalties are cumulative and may be pursued alternatively or consecutively.

## **7.07 Declaration of Procedures**

The District hereby declares the foregoing procedures are established as a means of enforcing the terms and conditions of the District's ordinances, rules and regulations and shall not be construed as penalties.

## **Section 8.00 Prohibited Activities on District Property**

~~[PREFACE:~~ The following activities are prohibited on District Property pursuant to the authority provided in Section 3.05 of this Code and Government Code Sections [61060 and 61064](#)~~(e).~~

### **8.01 Trespasses**

No person shall enter upon District Property, except for the purpose of conducting District business, to attend publicly noticed District meetings, or as otherwise authorized by law or District staff.

### **8.02 Defacing Property**

No person shall deface, damage or destroy District Property. The terms deface, damage and destroy as used in this Section shall include graffiti.

### **8.03 Loitering**

No person shall loiter upon District Property. As used in this Section, the word "loiter" means entering and remaining on District Property under such circumstances that a reasonable person would conclude that the person who has entered and remained on such premises does not have a purpose legitimately connected with District or otherwise authorized allowed by law.

### **8.04 Use of Motor Vehicles:**

- a. No person shall drive or operate a motor vehicle on District Property except to conduct District business, attend a publicly noticed District meeting or as otherwise authorized by law or District staff.
- b. No person shall park a motor vehicle on District Property except in areas specifically designated as parking areas. In no case shall any person park a motor vehicle on District Property in a manner that presents a hazard to the public.
- c. No person shall park or otherwise allow a motor vehicle to remain on District Property during hours that the District Property is closed without a permit from the District.
- d. No person shall abandon any motor vehicle on District Property.

### **8.05 Use of Skateboards**

No person shall ride or propel a skateboard on District Property.

### **8.06 Animals**

No person shall bring an animal onto District Property, except for the purpose of aiding or assisting persons with disabilities.

### **8.07 Disposal of Refuse**

No person shall dump, deposit, or release any bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage, refuse, or trash in or upon District Property, except that refuse which is

incidental to the use of the facility which may be deposited into the receptacles as provided therefore.

**8.08 Consumption of Alcoholic Beverages**

No person shall possess any can, bottle or other receptacle containing any alcoholic beverage which has been opened, or a seal broken, or the contents of on or within District Property, unless otherwise authorized by the Manager.

**8.09 Firearms**

No person shall bring a firearm onto District Property, except for law enforcement or District Security Officers.

**8.10 Fireworks**

No person shall possess or ignite any firecracker or fireworks on District Property, unless otherwise authorized by the Manager.

**8.11 Use of Bridge**

No person shall dive or jump from any bridge owned or authorized for use by the District, including, but not limited to, the Yellow Bridge and the Pedestrian Bridge.

**Section 9.00 False Alarm Service Fee**

**9.01 False Alarm Fee**

All persons operating an alarm system within the District shall pay a false alarm fee of \$100 per false alarm to reimburse the District for costs incurred by the District Security Department resulting from false alarms. Such fee shall apply to false alarms in excess of one false alarm per calendar month.

**9.02 Collection**

Fees for false alarms shall be collected in the same manner as set forth in Section 6.00 of this Chapter.

# MEMORANDUM

**Date:** April 10, 2020  
**To:** Board of Directors  
**From:** Mark Martin, General Manager  
**Subject:** Potential Approaches to COVID-19 Financial Relief to Ratepayers

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## REQUESTED ACTION

For discussion and Board direction.

## BACKGROUND

On April 9, Director Merchant provided a letter to staff with his thoughts on the proposed RMCSD FY 2020-21 Budget rate increase and his idea for possibly temporarily reducing the reserve contribution for the Water Treatment Plant until such time the COVID-19 emergency is behind us. The reserve charge is currently \$6 per month. The proposal is to reduce the charge in this year's budget but increase it in later year budgets to recoup the dollars not captured during reduced charges.

Attached for your review and discussion is a letter penned by Director Merchant who asked that this item be discussed and his letter be attached for review. As this is a new proposal, staff has not had much time to evaluate the impacts of the proposal. Staff will attempt to have further feedback on the proposal by the April 15, 2020 Board meeting.

**From: John Merchant**  
**April 9, 2020**

Recent community conversations surrounding the proposed CSD rate increase do not contain much in the way of facts or show much in the way of arithmetic. I have collected craploads of data over the past 24 years and I have been at nearly every budget hearing we have ever conducted in this community. I have used both data and arithmetic to explore what really is a reasonable rate increase for water, sewer, drainage and security.

It is important to understand that our “utility costs” do include an expensive security component. We run a security operation in Rancho Murieta that is equivalent to Pebble Beach, California. Unfortunately, we do not have the luxury of charging each car that comes through our gates to view our lovely coastline. We pay the entire bill. This year, between our security tax and our allocation from property taxes, this cost will be \$1,600,000. We also pay for private waste collection service, considered by most residents to be a significant asset. This year, one dollar of the total CSD increase will go to support a rise in waste collection fees. There is one more important fact. Included in the average bill is \$6.00 for debt service connected to the financing of the new water plant. The average bill (hereinafter AMB) 15 of the years I reviewed here does not include this \$6 charge.

In 2002, the AMB was 91.88. The Bureau of Labor Statistics shows that, in today’s dollars, this bill is the equivalent of \$128.63 (\$1 is now worth \$1.40).

The 2020/2021 average daily bill is proposed at \$193.54. Over 18 years (2002-2020), the average bill (adjusted for inflation) has risen \$64.21. The AMB (adjusted for inflation) has increased \$3.60 per month. When averaged over the 2002 to 2020 time period, the unadjusted, real dollar increase is \$5.83. A Starbucks Latte now costs \$4.50

From 2002 to 2020, the actual AMB exceeded \$10 just three times. The highest AMB was \$13.63 in 2008/2009. In six of the years between 2002 and 2020, the rate of increase exceeded the current AMB being proposed this year. Only three times has the AMB gone down. Twice, this reduction was less than one dollar. In 2014, the AMB went down \$4.11, with the full impact being absorbed by the reserve contribution.

There were 1830 residential customers in 2002. From 2007 to 2019, only 149 customers were added. This is an increase of 42% in billable customers. There is a 50% increase in the actual 2002-2020 AMB. Again, remember that we now all pay \$6 in debt service which inflates the most recent AMB. When you remove the \$6 charge, you reach near parity in the ratio between development and rates.

In 2004, as President of CSD, I crafted a letter to the community advising of the impacts of growth and no growth in Rancho Murieta. You can see that letter and a copy of the attachment at [john4rmcsd.com](http://john4rmcsd.com) in the Documents section of that website. We advised the community that without growth, rates by 2014 could rise by \$45.74. In the past 18 years, rates (adjusted for inflation) have risen by \$64.91. These calculations turned out to be quite accurate and make a strong case for today's rate structure. Remember, however, that while development and "meters" have once again increased in 2019 and 2020, we should assume that development may slow again in the next three to five year period. Riverview is the only potential development that has bankable potential. I personally have little faith in the Retreats project.

The best way for a Director to become a "community hero" is to not collect reserves and lower the rates. RMCS D is historically, no exception to this maneuver. Personally, I believe us to be woefully under reserved and this may one day present an expensive and immediate term problem to the Community. I am not prepared to back off of an accurate, long term policy of reserve replacement.

The reserve contribution does, however, allow for a potential, short term, and TEMPORARY reduction in rates. In consideration for the pandemic, CSD might offer to TEMPORARILY suspend a portion of the reserve assessment with the understanding that this deferred contribution will appear in next year's budget and in next year's bill. The proposed July 2020 rate increase could be reduced to a \$5 level with the stipulation that we would collect the difference next year along with a full reserve contribution for 2021 and 2022. The #1 RMCS D goal for this year is to clearly identify reserve requirements. Reaching that goal and understanding our real reserve requirements will help CSD prepare a long term, realistic reserve schedule.

We can make this simple. We have the ability to merely postpone a portion of the present \$6 monthly charge. Simply make it a \$3 charge for 2020 and \$7.50 for subsequent payments amortized over the next two years. This could be a tough year for many of our residents. Many companies and public entities are making arrangements to adjust to this new and challenging economic environment. This is easy to justify.

Any deferment of reserves should be structured to have NO impact on staffing or operating budgets.

We must also deal with the argument of (sarcastically) “taxation without representation” that has occurred since we began to allocate property tax funds into the security budget. Our community voted to tax itself for security. That tax contains parameters in it to preclude the cost of security overrunning what the community was willing to pay for when they voted for the referendum. The residents/ratepayers should be given the opportunity to choose if they wish to pay more. If the answer is “yes”, then every dollar of security fees we collect should be directed toward that entity. Continuing to fund the excess costs, in my opinion, is akin to using Social Security Withholding to supplement the General Fund. If the answer in a referendum is “no”, RMCS D should begin living within its means; the “means” here is defined as living inside the exact amount we collect for the tax and any yearly increases approved by the voters. This also presents a reporting opportunity for CSD to clearly define its rates, independent of security. Security again becomes a wholly funded subsidiary in which, all of its administrative and operating costs are fully funded. The allocation of costs to “inside gate” and “outside gate” operations can be finitely identified and assessed through the tax revenue to the appropriate community entity.

I would appreciate it if you would include this in the meeting packet and allow for the agenda to discuss this proposal.