



## RANCHO MURIETA COMMUNITY SERVICES DISTRICT

15160 Jackson Road, Rancho Murieta, CA 95683

Office - 916-354-3700 \* Fax - 916-354-2082

### IMPROVEMENTS COMMITTEE

*(Directors Morrison Graf and Les Clark)*

Regular Meeting

December 4, 2018 at 8:30 a.m.

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

### AGENDA

- 1. Call to Order**
- 2. Comments from the Public**
- 3. Monthly Updates**
  -  Development
  -  Emergency Well Project
  -  Cantova Pump replacement
  -  Water Plant Culvert
- 4. Facilities Extension and Reimbursement Agreement with Developer for Highway 16 Bore and Installation of Bore Casing for Future Twelve Inch Recycled Water Line**
- 5. Update on Sobon/Murieta Drive and Legacy Lane Recycled Water Line Reimbursement Agreements**
- 6. Director and Staff Comments/Suggestions *[no action]***
- 7. Adjournment**

*In accordance with California Government Code Section 54957.5, any writing or document that is a public record, relates to an open session agenda item and is distributed less than 72 hours prior to a regular meeting will be made available for public inspection in the District offices during normal business hours. If, however, the document is not distributed until the regular meeting to which it relates, then the document or writing will be made available to the public at the location of the meeting.*

Note: This agenda is posted pursuant to the provisions of the Government Code commencing at Section 54950. The date of this posting is November 30, 2018. Posting locations are: 1) District Office; 2) Post Office; 3) Rancho Murieta Association; 4) Murieta Village Association.

## MEMORANDUM

Date: November 28, 2018  
To: Improvements Committee  
From: Paul Siebensohn, Director of Field Operations  
Subject: Monthly Utilities Updates

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### PROJECTS

#### Development

##### The Retreats East and North

No new update. The developer's engineering has reached out to us noting that they want to start this project. Their intent was to install some initial water infrastructure and build three (3) model homes. This project is in review with Coastland Engineering.

##### The Retreats West

The two (2) homes being built appear to be complete, however water and sewer connections are yet to be done with oversight from District staff.

##### The Murieta Gardens - Murieta Marketplace

This project is still on hold.

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

The project appears to be nearly completed. Stormwater Best Management Practices (BMPs) have been set up. Work related to the CIA ditch piping still needs to be completed.

##### The Murieta Gardens II – Infrastructure at "Utility A"

Testing of the storm drains occurred and passed inspections this past month. Straw has been blown onto bare dirt areas for storm erosion protection as well as other BMPs prepped for the upcoming rainy season. A construction schedule has been requested but has yet to be received. It is anticipated that paving may occur soon.

##### The Murieta Gardens II – Subdivision

The contractor continued working to install storm drain piping, pressure test potable water supply lines, repair sags in newly installed sewer lines, place asphalt base on the future Oakville to Sobon roadways, and stormwater BMPs items to prevent erosion of the sites.

##### Rancho Murieta North – Development Project

Again, no change from last month's update: The District is in receipt of the water and sewer studies submitted for this project. Review of the studies remain in standby as we are still waiting on requested funding to review these documents. No drainage study has been submitted yet.

##### FAA Business Park

No change from last month's update: The project anticipates beginning construction on April 1, 2019.

### Equestrian Center Food Service Building

The project is done. The District, along with Coastland, needs to determine how the equivalent dwelling unit (EDUs) provided for sewer service may impact our system and possibly the fees to the Equestrian Center to service this EDU demand.

### **District Projects**

#### Emergency Well Project

This project is on hold per the Board's decision.

#### Cantova Sewer Lift Station pump and rail replacements

Staff has already begun preparing for the project. The bypass is set to go it on December 3, 2018 with work to follow.

#### Water Plant Culvert

The culvert box installation is complete. The roadway across it is functional but still needs some additional compaction and work. A completion report has been submitted the Department of Fish and Wildlife for the Stream Alteration Permit for the project to close it out.



## MEMORANDUM

Date: November 29, 2018  
To: Board of Directors  
From: Mark Martin, General Manager  
Subject: Consider Approval of Facilities Extension and Reimbursement Agreement with Developer for Highway 16 Bore and Installation of Bore Casing for Future Twelve Inch Recycled Water Line

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### RECOMMENDED ACTION

Approve a Facilities Extension and Reimbursement Agreement with developer in an amount not to exceed \$268,678 for Highway 16 bore and bore casing for future installation of a twelve inch (12") recycled water line one of four components of the Northwest Recycled Water Transmission Main (CIP 17-5-05); and authorize the General Manager to sign the Caltrans Encroachment Permit for the project.

Funding is to come from the Water Supply Augmentation Reserves which reflected a fund balance of \$1,761,876 as of the end of October 2018.

### BACKGROUND

This item was first presented to the Board on July 18, 2018. At that meeting, the Board was provided with a project cost estimate, section of construction plans reflecting the route of the bore, and a copy of the encroachment permit to be signed. A reimbursement agreement was not yet ready. The Board provided direction for staff to prepare an appropriate agreement for extension of the facility and reimbursement to the Developer and to return to the Improvements Committee and Board for final approval of the agreement and authorization to sign the encroachment permit.

As part of the District's Preliminary Design Report to lay out what is needed for recycled water use and disposal, the Murieta Gardens Development, Operating Engineers (OE3), Stonehouse and Escuela Parks, and Residences of Murieta Hills East and West landscaping areas were cited as places of use for recycled water.

This recycled water infrastructure was approved by the District on the Murieta Gardens development plans. This bore and casing installation is needed as a sleeve to install a future 12" recycled water pipeline that will be the backbone for the major connection point from the recycled water line that runs from the Wastewater Reclamation facility to Bass Lake in order to provide recycled water to the Murieta Gardens, OE3, Lookout Hill storage tank, and Stonehouse/Escuela Park sites (see Exhibit A for context). A more detailed section reflecting the route of the bore across Highway 16 is included as Exhibit B.

The developer provided costs for the future reimbursement of this installation. They were forwarded to Coastland Engineering for review. Coastland reviewed the proposed reimbursement costs and provided the opinion that the costs for the work and "soft costs" for engineering, permitting, and staking were in order with the work to be completed and they recommend that proceed with approval. The estimate is included attached as Exhibit C.

Since this bore runs under a Caltrans Highway, an encroachment permit is required by Caltrans. The developer's engineer has provided the District what is needed to submit this permit should the Board approve it (EXHIBIT D).

**RANCHO MURIETA COMMUNITY SERVICES DISTRICT  
FACILITIES EXTENSION & FEE REIMBURSEMENT AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between Rancho Murieta Community Services District, a California special district (“**District**”), and Cosumnes River Land, LLC, a Delaware limited liability company, a property owner in the District (“**Developer**”), who agree as follows:

**1. Recitals.** This Agreement is made with reference to the following recitals:

1.1. Developer is the owner and developer of the real property described on the attached Exhibit A (the “**Property**”). Developer is developing and constructing a development project on the Property as described in Exhibit A (the “**Project**”).

1.2. District has required that the Project be served with recycled water pipelines for outside irrigation with recycled water. Developer previously installed a recycled water pipeline extending across the Property from a point near Lone Pine Drive and Murieta Drive to a point on Lot 14 of the Project near Highway 16.

1.3. Developer has agreed to install and bore a steel casing under Highway 16 in order to accommodate a future District recycled water pipeline, subject to fee reimbursement in accordance with the terms and conditions of this Agreement. The bore casing will begin near the terminus of the existing recycled water pipeline on Lot 14 of the Project. The bore casing will be approximately 175 feet in length. The location of the bore casing is shown on the attached Exhibit B.

**2. Plans and Specifications.** Developer, in consultation with District and the District engineer, will design and prepare detailed plans, specifications and drawings for the installation of the bore casing, and will submit them to District for approval. The plans, specifications and drawings must comply with the District Code and all District ordinances, resolutions, rules, regulations, policies, standards and specifications, as well as all other federal, state and local standards and requirements, whichever are most stringent. The plans, specifications, and drawings, when approved in writing by District and its engineer, will become a part of this Agreement. The recycled water bore casing improvements as described on the approved plans, specifications and drawings will be referred to as the “**Work**.” The Developer may modify the plans, specifications and drawings for the Work prior to or during the course of construction, provided that any modification is approved in advance and in writing by District.

**3. Construction of Work**

3.1. Developer shall furnish, construct and install the Work. The construction and materials must be in accordance with the provisions of this Agreement; the approved plans, specifications and drawings; District Code, ordinances, resolutions, rules, regulations, policies, standards and specifications; other federal, state and local statutes, regulations, ordinances, codes and other requirements; and standard construction practices.

3.2. Prior to commencing construction of any portion of the Work, Developer or its contractor must submit to District a written list of materials, in a form acceptable to District,

showing the particular manufacturer and specifications of all materials proposed to be installed by Developer. The District will either disapprove with reasons or approve the list of materials. Only materials approved in advance by District may be installed on the Work.

**4. Licensed Contractor and Public Works Requirements.** The contractor constructing and installing the Work (the “**Contractor**”) must be licensed pursuant to the California Business and Professions Code to do the Work and registered with the California Department of Industrial Relations. No construction can be performed on the Work except by a licensed and registered Contractor approved by District. District may request evidence of qualifications that the Contractor has satisfactorily constructed other projects of like kind and magnitude and comparable difficulty. To the extent required by law, Developer and its Contractor, and any contract entered into by Developer and its Contractor, must comply with California Labor Code provisions concerning payment of prevailing wage rates, penalties, employment of apprentices, hours of work and overtime, keeping and retention of payroll records, and other requirements applicable to public works projects within the meaning of the Labor Code. (See California Labor Code division 2, part 7, chapter 1 (sections 1720-1861).)

**5. Faithful Performance Guarantee.** Prior to commencement of construction of any portion of the Work by Developer’s Contractor, Developer must provide District with a faithful performance bond, letter of credit or other financial security satisfactory to District (“**Performance Guarantee**”) in a sum equal to 100% of the estimated cost of the Work to be constructed in public or private streets or rights-of-way or on public property. The Performance Guarantee will be for the purpose of insuring the proper and timely completion of the Work. In the event of the failure of Developer to complete the Work covered by the Performance Guarantee and District completes construction of the Work or any portion of it, Developer and its surety under the Performance Guarantee will be jointly and severally liable to District for the costs of completion, including, but not limited to, management and administrative costs, and engineering, legal and other costs incurred relating to the completion. District will bill Developer and the surety for the costs, which bill must be paid within thirty days of its date. Interest will accrue on any late payment at the legal rate then prevailing.

## **6. Time for Performance; Termination**

6.1. Developer agrees to commence construction of the Work within six months from the date of this Agreement, and it will complete construction of the Work within two years from the date of commencement. Time is of the essence of this Agreement. Upon a showing of good cause by Developer, District may extend these deadlines. Any extension granted by District may be done without notice to any of Developer’s sureties, and the extension will not relieve any surety’s liability. District also may condition the granting of any extension by requiring acceptable new or amended faithful performance guarantee. If construction of the Work has not been completed and accepted by District within these deadlines, and any extensions, then District may terminate this Agreement at any time thereafter by giving written notice of termination to Developer.

6.2. Developer must give District at least 48 hours advance notice of the commencement of construction and installation of the Work. Any construction performed without notice to and inspection by District will be subject to rejection.

6.3. Developer may terminate this Agreement at any time prior to commencement of construction of any portion of the Work by giving written notice to District. After commencement of Work, Developer may terminate this Agreement only with the written consent of District, which consent may be given subject to reasonable conditions as necessary or appropriate to protect the public health, safety, aesthetics or welfare.

6.4. If the Agreement is terminated, District will have no further obligation under this Agreement and no obligation to provide water, sewer, drainage, or recycled water service to the Project or the Property. Upon termination, District will refund any advances made by Developer that exceed District's costs at the date of termination.

**7. Inspections.** District, may, at its option, inspect and test all or part of the construction or material being used in construction of the Work and Developer will provide reasonable assistance in performing all inspection and testing. The inspection and testing of the Work will not relieve Developer of its obligation to construct the Work in accordance with the approved plans, specifications and drawings. If all or any portion of the Work, or any materials used in connection with the Work, are found to be defective, substandard or nonconforming, then the Developer must replace, repair or otherwise remedy the Work to the satisfaction of District, notwithstanding that the Work and materials may have been previously overlooked or inspected by District. Developer must pay for the costs of inspection and testing by District and District's engineer.

**8. Final Inspection.** Upon completion of construction of the Work, Developer agrees to notify District and request a final inspection of the Work. District will inspect and test the Work to determine whether it meets the requirements of this Agreement. District will not accept any Work that does not satisfy District inspection and testing requirements. Pursuant to section 3, Developer must pay the costs of inspections and tests by District and District's engineer. Developer also will be responsible for all costs incurred in the testing of the Work as needed or required by other governmental agencies having jurisdiction.

**9. Permits, Licenses and Easements.** Developer must obtain, maintain and comply with all federal, state, county and other permits, licenses, approvals, and entitlements, including the California Department of Transportation encroachment permit for the Highway 16 undercrossing, that are necessary or appropriate for the Work. The Department of Transportation encroachment permit shall be obtained in the name of District. Developer must give all notices required by and comply with all federal, state, county and other laws, statutes, regulations, codes, ordinances, rules, regulations and policies relating to the construction of the Work. Developer agrees to obtain all real property and permanent and temporary easements of a width as determined by District to be necessary for the Work and for ingress and egress to and from the facilities for the purpose of construction, installation, operation, maintenance, repair, removal, replacement and improvement of the Work facilities. All completed Work-related easements and bills of sale must be in a form approved by District.

**10. Transfer of Property and Easements.** After District has finally inspected and approved the Work and as a condition precedent to District's acceptance of the Work, Developer must deliver a bill of sale and easements (for that portion of the Work located outside the Highway 16 right-of-way) satisfactory in form and content as necessary and appropriate to transfer absolute and unencumbered ownership of the completed Work to District. Title to the completed Work and the easement interests must be good, clear and marketable title and free and clear of all encumbrances, liens or charges. Developer will obtain and pay any costs of title

insurance deemed necessary by District. With or without separate conveyance documents, all right, title and interest of Developer in and to the completed Work shall transfer to District upon District's written notice of acceptance of Work.

## **11. Maintenance Guarantee**

11.1. Prior to District's acceptance of the work, Developer must provide District with a maintenance bond, letter of credit or other financial security satisfactory to District ("**Maintenance Guarantee**") in a sum equal to 50% of the cost of the Work to be transferred to District. The Maintenance Guarantee is for the purpose of warranting all materials and workmanship furnished pursuant to this Agreement for one year from the date of District's notice of acceptance of the Work.

11.2. Developer and/or its surety under the Maintenance Guarantee must repair or replace to the satisfaction of District all or any portion of the Work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other Work or facilities which may be damaged or displaced in so doing.

11.3. In the event of failure to comply with the above-stated conditions within a reasonable time, District is authorized to have the defect repaired and made good. Developer and its surety under the Maintenance Guarantee will be jointly and severally liable to District for the costs of repair, including, but not limited to, management and administrative costs, and engineering, legal and other costs incurred relating to the repair. District will bill Developer and the surety for the costs, which bill must be paid within 30 days of its date. Interest will accrue on any late payment at the legal rate then prevailing.

**12. Conditions Precedent to Notice of Acceptance.** District will not provide a written notice of acceptance of the Work until the following have occurred:

12.1. The Work has been completed, and finally inspected, tested and approved by District;

12.2. All costs, charges and fees required by this Agreement or District ordinances, resolutions and regulations to be paid to District by Developer have been so paid in full;

12.3. The completed Work bill of sale and easements have been conveyed to, and accepted by District, in accordance with sections 10 and 11;

12.4. Developer has provided to District in satisfactory form and content the following items:

(a) As-built (also known as record) drawings of the completed Work, satisfactory to District, together with a copy of the specifications and any contract documents used for the construction of the Work;

(b) An accounting, satisfactory to District, of the amounts expended for the construction and installation of the Work, with values applicable to the various components of the Work, together with a list of any other materials and equipment, and their values, being transferred; and,

(c) Operating manuals and instructions and warranties, if any, received by Developer or its Contractor in connection with any of the facilities made a part of the Work; and,

12.5. Developer has submitted an acceptable Maintenance Guarantee in accordance with section 12.

Upon District's determination that these conditions have been met, the District Board of Directors will accept the Work and provide notice of acceptance to Developer.

**13. Developer Assistance.** Developer, both before and after District's acceptance of the Work, will cooperate with District and secure and provide any information, documents or data reasonably requested by District to accept the ownership, operation and maintenance of the Work and implement the transfer of the Work.

**14. Ownership and Operation and Maintenance Responsibilities.** After acceptance of the completed Work by the District, the Work shall become the property of District on the date that the Work is accepted by District Board. Upon such date, Developer will be deemed to have conveyed and transferred all of its right, title and interest in and to the completed Work to District. District thereafter will own and be free in every respect to operate, maintain, repair, replace, manage, expand, and improve the Work, as it deems appropriate. District assumes no obligation as to operation and maintenance of the Work until such time as it accepts the Work.

**15. Risk of Loss.** Until the date of District's acceptance of the Work, all risk of loss or injury, damage or destruction to the Work shall be upon Developer. After the date of the District's acceptance, and except as provided by the Maintenance Guarantee and any applicable guarantee, insurance, or indemnification obligation, all risk of loss or injury or destruction to the Work shall be upon District.

## **16. Fee Reimbursement**

16.1. Development on the Project is and will be subject to payment of the District Water Supply Augmentation Fee (the "**Fee**"). Developer shall pay the Fees and other applicable District development-related fees for each Project building and structure in accordance with the requirements of the District Code. The Fee amount shall be at the then-prevailing applicable rate at the time of payment.

16.2. The Work is one of the public improvements listed in the District Water Supply Augmentation Fee and Facilities Capital Improvement Fee Study Update dated November 8, 2017 as referred to in District Code Chapter 8 and planned to be funded by revenue from the Fee. Within the Fee Study Update, the Project is identified as a component of the "Northwest Recycled Water Transmission Main (CIP 17-5-05)." As such, since Developer will be designing and constructing the Work at its cost, the parties agree that Developer will be entitled to reimbursement from the Fee fund in the amount of the cost to design and construct the Work as calculated and applied under this section.

16.3. The Fee reimbursement will be calculated based on (and limited to) Developer's actual, direct, necessary, reasonable and substantiated costs to design, procure materials for, and construct the Work. Developer will verify and substantiate its costs of construction by preparing a cost substantiation certificate (the "**Certificate**") and providing it to District

upon completion of the Work. The Certificate must (a) describe the type and amount of all costs, (b) describe the competitive or other process utilized by Developer to obtain the prices, (c) substantiate that each cost item was actually incurred and paid by including appropriate documentation of each expense (e.g., copies of invoices, bills, canceled checks, credit card statements, timesheets, expense reports, receipts or other proof of payment), and (d) certify that the costs were actually and directly incurred and paid by Developer in the design and construction of the Work. The documentation must be in a format reasonably acceptable to District and include reasonably detailed information supporting each expense. Developer's costs for Fee reimbursement purposes will not include any mark-up for profit, administration, overhead, or other reason.

16.4. Upon receipt of a complete Certificate, District will evaluate it and determine whether Developer's costs are actual, direct, necessary, reasonable and substantiated. The actual, direct, necessary, reasonable and substantiated costs of the Work as approved by District in writing will be the "**Fee Reimbursement Amount.**" The Fee Reimbursement Amount shall not exceed \$268,678. District shall pay the Fee Reimbursement Amount to developer within 30 days after District's approval of the Fee Reimbursement Amount.

**17. Indemnification and Hold Harmless.** Developer agrees to indemnify, protect, defend and hold harmless District and its officers, employees, engineers, and agents, from any and all claims, demands or charges and from any loss or liability, including all costs, expenses, attorney's fees, litigation costs, penalties, and other fees arising out of or in any way connected with the construction of the Work or the performance or failure to perform under this Agreement by Developer or its officers, employees, contractors, subcontractors or agents. The parties agree and acknowledge that Developer's duties under this section extend to claims, lawsuits and liability of or against District resulting from the alleged failure to comply with any provision of California Labor Code division 2, part 7, chapter 1 (sections 1720-1861) in connection with the construction of the Work by Developer's contractor.

## **18. Insurance**

18.1. Developer or its Contractor at their sole cost and expense must procure and maintain for the duration of this Agreement the following types and limits of insurance:

Type:	Limits No Less Than:	Scope:
Commercial general liability	\$5,000,000/occurrence	at least as broad as ISO occurrence form CG 0001
Commercial general liability (for subcontractors)		at least as broad as CG 20 38 04 13
Automobile liability	\$5,000,000/accident for bodily injury and property damage	at least as broad as ISO CA 0001 (code 1, any auto)
Workers' compensation	statutory limits	
Employers' liability	\$1,000,000 per accident for bodily injury or disease	
Professional liability	\$2,000,000 per occurrence or claim; \$2,000,000 policy aggregate	For the engineer who prepares the Work plans, specifications and drawings
Contractors' pollution liability	\$1,000,000 per occurrence or claim; \$2,000,000 policy aggregate	

18.2. The general and automobile liability policy(ies) must be endorsed (consistent with Insurance Code section 11580.04) to name District, its officers, employees and agents as additional insureds regarding liability arising out of the Work. Developer's coverage will be primary and will apply separately to each insurer subject to a claim or lawsuit, except with respect to the limits of the insurer's liability. District's insurance, if any, will be excess and shall not contribute with Developer's insurance.

18.3. Insurance must be placed with insurers with a current A.M. Best's rating of A:VII or better unless otherwise acceptable to District.

18.4. Developer or its Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein and Developer or its Contractor will ensure that District is an additional insured on insurance required from subcontractors.

18.5. Prior to commencing the Work, Developer must provide to District the following proof of insurance: (a) certificate(s) of insurance on ACORD Form 25-S (or insurer's equivalent) evidencing the required insurance coverages; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf the insurer(s), certifying the additional insured coverages.

## 19. General Provisions

19.1. Integration. This Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract among the parties concerning the subject matter addressed herein, and supersedes all prior negotiations, representations or agreements, either oral or written, that may be related to the subject matter of this Agreement, except those other documents that are expressly referenced in this Agreement.

19.2. Construction and Interpretation. The parties agree and acknowledge that this Agreement has been arrived at through negotiation, and that each party has had a full and

fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Agreement.

19.3. Waiver. The waiver at any time by any party of its rights with respect to a default or other matter arising in connection with this Agreement will not be deemed a waiver with respect to any subsequent default or matter.

19.4. Remedies Not Exclusive. The remedies provided in this Agreement are cumulative and not exclusive, and are in addition to any other remedies that may be provided by law or equity. The exercise by either party of any remedy under this Agreement will be without prejudice to the enforcement of any other remedy.

19.5. Severability. The invalidity, illegality or unenforceability of any provision of this Agreement will not render the other provisions unenforceable, invalid or illegal.

19.6. Personal Obligation; Successors and Assigns. Developer's obligations under this Agreement are personal obligations of Developer and they do not automatically "run with" the Property. Developer cannot assign its obligations under this Agreement to any transferee of all or any part of the Property or any other third party without the express written consent of District, which consent will not be withheld unreasonably.

19.7. Relationship of Parties. Developer and its contractors and agents are not agents of District in connection with the Work or performance of Developer's obligations under this Agreement.

19.8. Amendment. This Agreement may be modified or amended only by a subsequent written agreement approved and executed by both parties.

19.9. Governing Law and Venue. Except as otherwise required by law, (a) this Agreement will be interpreted, governed by, and construed under the laws of the State of California, and (b) Sacramento County shall be venue for any state court lawsuit and the Eastern District of California shall be venue for any federal court lawsuit seeking to enforce or construe this Agreement.

19.10. Notices. Any notice, invoice or other communication required or permitted to be given under this Agreement must be in writing and either served personally or sent by prepaid, first class U.S. mail and addressed as follows:

District:  General Manager Rancho Murieta Community Services District P.O. Box 1050 Rancho Murieta, CA 95683	Developer:  Manager Cosumnes River Land, LLC 14670 Cantova Way, Ste. 220 Rancho Murieta, CA 95683
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Any party may change its address by notifying the other parties in writing of the change of address.

RANCHO MURIETA COMMUNITY  
SERVICES DISTRICT

COSUMNES RIVER LAND, LLC

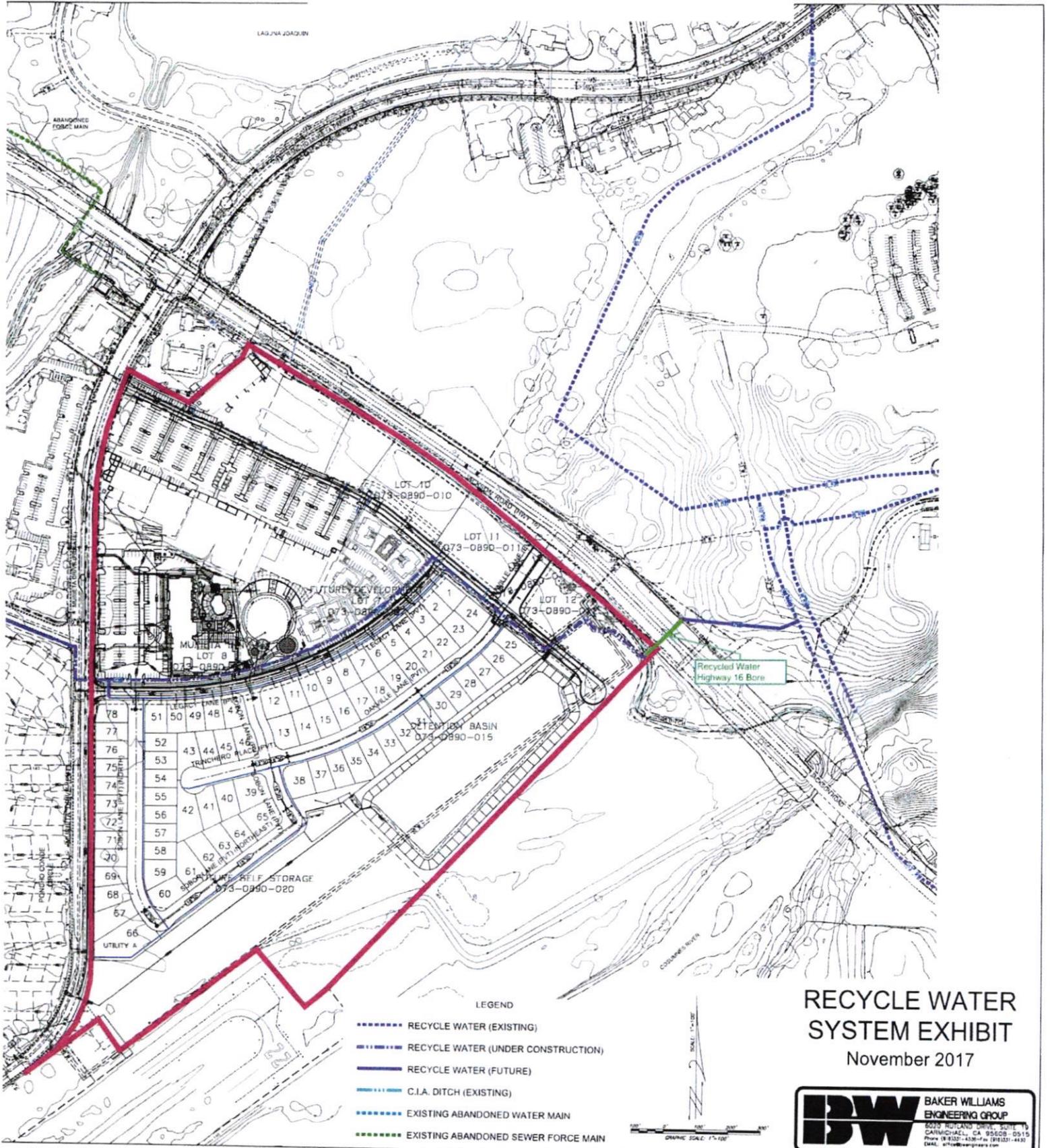
By: \_\_\_\_\_  
Mark Martin  
General Manager

By: \_\_\_\_\_  
John M. Sullivan  
Manager

**EXHIBIT A**  
**Developer Project and Property**

*[Insert a description and drawing or map of the Developer's project and subject property]*

EXHIBIT A  
MURIETA GARDENS I & II PROJECT

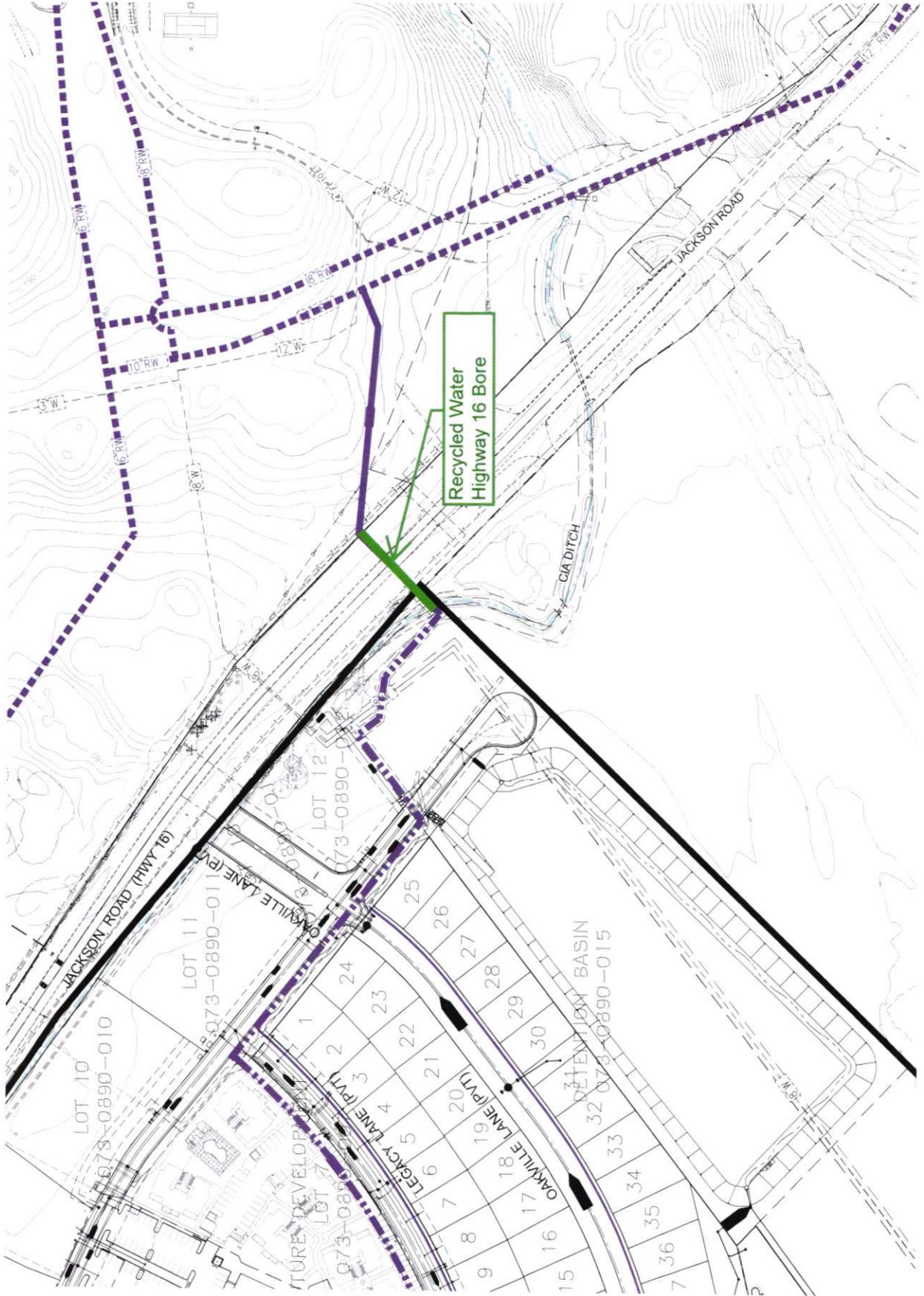


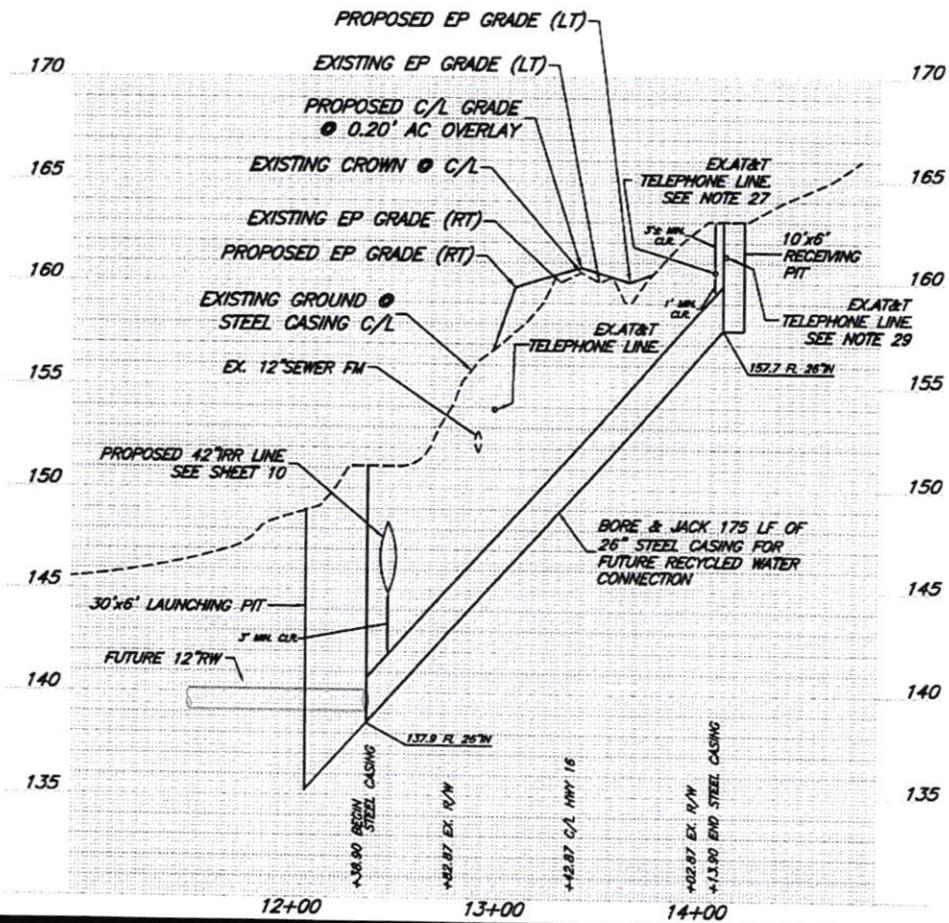
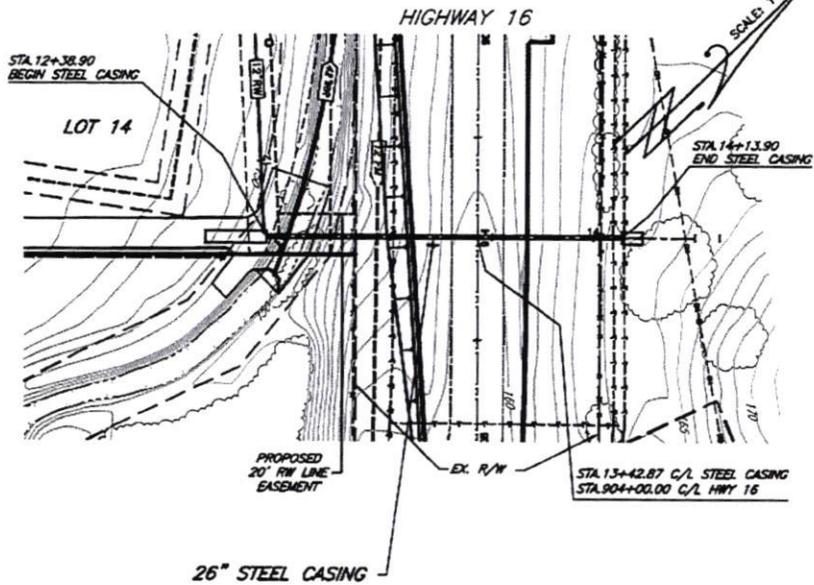
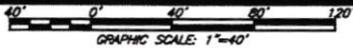
RECYCLE WATER  
SYSTEM EXHIBIT  
November 2017

**BW** BAKER WILLIAMS  
ENGINEERING GROUP  
5025 MIDLAND DRIVE, SUITE 300  
CARMICHAEL, CA 95608-0515  
Phone: (916) 321-4539 • Fax: (916) 321-4433  
EMAIL: [info@bakwill.com](mailto:info@bakwill.com)

**EXHIBIT B**  
**Bore Casing Drawing**

EXHIBIT B  
HIGHWAY 16 RECYCLED WATER BORE LOCATION





**HIGHWAY 16 - BORE PLAN**  
**MURIETA GARDENS - HWY 16**  
 RANCHO MURIETA SACRAMENTO COUNTY CALIFORNIA

EXHIBIT B

EXHIBIT C - COST ESTIMATE

BAKER-WILLIAMS ENGINEERING GROUP

6020 Rutland Drive Suite 19  
Carmichael , Ca 95628  
(916)-331-4336 Fax (916)-331-4430

July 6, 2018

DRAFT

John M. Sullivan  
Cosumnes River Land, LLC  
P.O. Box 1230  
Rancho Murieta, CA 95683

Subject: Murieta Gardens- Additional Recycle Water Facilities Cost Estimate  
Bore Steel Casing Under HWY 16  
Our File No. 11-01-001

Dear John

The following is the estimated cost to bore a steel casing for future Recycled Water facilities associated with the Murieta Gardens project.

The cost include a 15% contingency and a 15% engineering, permitting, and staking soft cost.

BORE STEEL CASING UNDER HWY 16 FOR FUTURE RECYCLE WATER LINE				
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	BORE CASING UNDER HWY 16	175 LF	\$1,181.00	\$206,675.00
			<b>SUB TOTAL</b>	<b>\$206,675.00</b>
			Engineering, Permitting, and Staking Soft Costs at 15%	\$31,001.25
			Contingencies at 15%	\$31,001.25
			<b>TOTAL ITEM</b>	<b>\$268,677.50</b>

Note:

- 1 This estimate is based on plans not yet constructed subject to change from field condition.
- 2 The unit prices shown are based on the contractor bids and from engineering opinion of cost

If you have any questions of need additional information, please call.

BAKER-WILLIAMS ENGINEERING GROUP

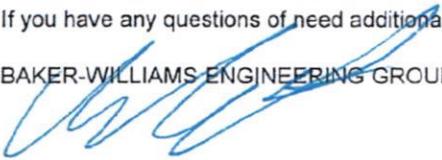
  
Michael Robertson



EXHIBIT D - ENCROACHMENT PERMIT

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

**STANDARD ENCROACHMENT PERMIT APPLICATION**

TR-0100 (REV. 03/2015)

*Please type or print clearly your answers. Complete ALL fields, write "N/A" if not applicable.*  
 This application is not complete until all requirements have been approved.

Permission is requested to encroach on the State Highway right-of-way as follows:

FOR CALTRANS USE	
PERMIT NO.	
DIST/CO/RTE/PM	
SIMPLEX STAMP	
DATE OF SIMPLEX STAMP	

1. COUNTY <b>Sacramento</b>		2. ROUTE <b>16</b>		3. POSTMILE <b>19.3</b>	
4. ADDRESS OR STREET NAME <b>Highway 16</b>			5. CITY <b>Rancho Murieta</b>		
6. CROSS STREET (Distance and direction from project site) <b>1/4 Mile East of Murieta Drive</b>			7. PORTION OF RIGHT-OF-WAY <b>Bore Under ROW</b>		
8. WORK TO BE PERFORMED BY <input checked="" type="checkbox"/> OWN FORCES <input type="checkbox"/> CONTRACTOR		9. ESTIMATED START DATE <b>July 30, 2018</b>		10. ESTIMATED COMPLETION DATE <b>August 6, 2018</b>	
11. EXCAVATION	MAX. DEPTH <b>N/A</b>	AVG. DEPTH <b>N/A</b>	AVG. WIDTH <b>N/A</b>	LENGTH <b>N/A</b>	SURFACE TYPE <b>N/A</b>
12. ESTIMATED COST WITHIN STATE HIGHWAY RIGHT-OF-WAY			FUNDING SOURCE(S) <input type="checkbox"/> FEDERAL <input type="checkbox"/> STATE <input type="checkbox"/> LOCAL <input checked="" type="checkbox"/> PRIVATE		
13. PIPES	PRODUCT TYPE <b>Recycled Water</b>	DIAMETER <b>12"</b>	VOLTAGE / PSIG <b>N/A</b>		14. CALTRANS' PROJECT CODE (ID) <b>N/A</b>
15. <input type="checkbox"/> Double Permit		Parent Permit Number <b>#03166RC0849</b>		Applicant's Reference Number / Utility Work Order Number <b>Murieta Gardens</b>	

16. Have your plans been reviewed by another Caltrans branch?  NO  YES (if "YES") Who? Permits

17. Completely describe work to be done within STATE Highway right-of-way:

Attach 6 complete sets of plans (folded to 8.5" x 11") and any applicable specifications, calculations, maps, etc.

This permit is for Rancho Murieta Community Service District to install, own, operate and maintain an 12" recycle water main in the 26" steel casing being bored at station 904+00

18. Is a City, County or other public agency involved in the approval of this project?

YES (If "YES", check type of project AND attach environmental documentation and conditions of approval)

COMMERCIAL DEVELOPMENT  BUILDING  GRADING  OTHER Recycle Water line

CATEGORICALLY EXEMPT  NEGATIVE DECLARATION  ENVIRONMENTAL IMPACT REPORT  OTHER \_\_\_\_\_

NO (If "NO", please check the category below which best describes the project AND answer questions A - K on page 2)

DRIVEWAY OR ROAD APPROACH, RECONSTRUCTION, MAINTENANCE OR RESURFACING  FENCE

PUBLIC UTILITY MODIFICATIONS, EXTENSIONS, HOOKUPS  MAILBOX

FLAGS, SIGNS, BANNERS, DECORATIONS, PARADES AND CELEBRATIONS  EROSION CONTROL

OTHER \_\_\_\_\_  LANDSCAPING

PERMIT NO. \_\_\_\_\_

The following questions must be completed when a City, County or other public agency **IS NOT** involved in the approval of this project.

Your answers to these questions will assist Departmental staff in identifying any physical, biological, social or economic resources that may be affected by your proposed project within State Highway right-of-way and to determine which type of environmental studies may be required to approve your application for an encroachment permit.

It is the applicant's responsibility for the production of all required environmental documentation and supporting studies and in some cases this may be costly and time consuming. If possible, attach photographs of the location of the proposed project. Please answer these questions to the best of your ability. Provide a description of any "YES" answers (type, name, number, etc.)

A. Will any existing vegetation and/or landscaping within State Highway right-of-way be disturbed?  
\_\_\_\_\_

B. Are there waterways (e.g. river, creek, pond, natural pool or dry streambed) adjacent to or within the limits of the project or State Highway right-of-way?  
\_\_\_\_\_

C. Is the proposed project located within five miles of the coast line?  
\_\_\_\_\_

D. Will the proposed project generate construction noise levels greater than 86 dBA (e.g. jack-hammering, pile driving)?  
\_\_\_\_\_

E. Will the proposed project incorporate land from a public park, recreation area or wildlife refuge open to the public?  
\_\_\_\_\_

F. Are there any recreational trails or paths within the limits of the proposed project or State Highway right-of-way?  
\_\_\_\_\_

G. Will the proposed project impact any structures, buildings, rail lines or bridges within State Highway right-of-way?  
\_\_\_\_\_

H. Will the proposed project impact access to any businesses or residences?  
\_\_\_\_\_

I. Will the proposed project impact any existing public utilities or public services?  
\_\_\_\_\_

J. Will the proposed project impact existing pedestrian facilities, such as sidewalks, crosswalks or overcrossings?  
\_\_\_\_\_

K. Will new lighting be constructed within or adjacent to State Highway right-of-way?  
\_\_\_\_\_

19. Will this project cause a substantial change in the significance of a historical resource (45 years or older), or cultural resource?  YES  NO  
(If "YES", provide a description)

20. Is this project on an existing State Highway or street where the activity involves removal of a scenic resource including a significant tree or stand of trees, a rock outcropping or a historic building?  YES  NO (If "YES", provide a description)

21. Is work being done on the applicant's property?  YES  NO (If "YES", attach 6 complete sets of site and grading plans.)

22. Will the proposed project require the disturbance of soil?  YES  NO  
If "YES", estimate the area within State Highway right-of-way in square feet AND acres: \_\_\_\_\_ (ft<sup>2</sup>) AND \_\_\_\_\_ (acres)  
estimate the area outside of State Highway right-of-way in square feet AND acres: \_\_\_\_\_ (ft<sup>2</sup>) AND \_\_\_\_\_ (acres)

23. Will the proposed project require dewatering?  YES  NO  
If "YES", estimate total gallons AND gallons/month, \_\_\_\_\_ (gallons) AND \_\_\_\_\_ (gallons/month)

SOURCE\*:  STORM WATER  NON-STORM WATER

(\*See Caltrans SWMP for definitions of non-storm water discharge: <http://www.dot.ca.gov/hq/env/stormwater/index.htm>)

24. How will any storm water or ground water be disposed of from within or near the limits of the proposed project?

Storm Drain System  Combined Sewer / Storm System  Storm Water Retention Basin

Other (explain): N/A

**STANDARD ENCROACHMENT PERMIT APPLICATION**

TR-0100 (REV. 03/2015)

PERMIT NO. \_\_\_\_\_

**PLEASE READ THE FOLLOWING CLAUSES PRIOR TO SIGNING THIS ENCROACHMENT PERMIT APPLICATION.**

The applicant, understands and herein agrees that an encroachment permit can be denied, and/or a bond required for non-payment of prior or present encroachment permit fees. Encroachment Permit fees may still be due when an application is withdrawn or denied, and that a denial may be appealed, in accordance with the California Streets and Highways Code, Section 671.5. All work shall be done in accordance with the California Department of Transportation's (Department) rules and regulations subject to inspection and approval.

The applicant, understands and herein agrees to the general provisions, special provisions and conditions of the encroachment permit, and to indemnify and hold harmless the State, its officers, directors, agents, employees and each of them (Indemnitees) from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, judgments, losses and liabilities of every kind and nature whatsoever (Claims) arising out of or in connection with the issuance and/or use of this encroachment permit and the placement and subsequent operation and maintenance of said encroachment for: 1) bodily injury and/or death to persons including but not limited to the Applicant, the State and its officers, directors, agents and employees, the Indemnitees, and the public; and 2) damage to property of anyone. Except as provided by law, the indemnification provisions stated above shall apply regardless of the existence or degree of fault of Indemnitees. The Applicant, however, shall not be obligated to indemnify Indemnitees for Claims arising from the sole negligence and willful misconduct of State, its officers, directors, agents or employees.

An encroachment permit is not a property right and does not transfer with the property to a new owner.

**COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA) OF 1990:** All work within State Highway right-of-way shall be conducted in compliance with all applicable Federal, State and Local Access laws, regulations and guidelines including but not limited to the Americans with Disabilities Act Accessibility Guidelines (ADAAG), the Public Rights-of-Way Guidelines (PROWG), the Department's current Design Information Bulletin 82, "Pedestrian Accessibility Guidelines for Highway Projects", the Department's Encroachment Permits Manual and encroachment permit.

**DISCHARGES OF STORM WATER AND NON-STORM WATER:** All work within State Highway right-of-way shall be conducted in compliance with all applicable requirements of the National Pollutant Discharge Elimination System (NPDES) permit issued to the Department, to govern the discharge of storm water and non-storm water from its properties. Work shall also be in compliance with all other applicable Federal, State and Local laws and regulations, and with the Department's Encroachment Permits Manual and encroachment permit. Compliance with the Department's NPDES permit requires amongst other things, the preparation and submission of a Storm Water Pollution Protection Plan (SWPPP), or a Water Pollution Control Program (WPCP), and the approval of same by the appropriate reviewing authority prior to the start of any work. Information on the requirements may also be reviewed on the Department's Construction Website at:

<http://www.dot.ca.gov/hq/construc/stormwater>

**25. NAME OF APPLICANT OR ORGANIZATION**

Rancho Murieta Community Services District, Mark Martin

ADDRESS OF APPLICANT OR ORGANIZATION WHERE PERMIT IS TO BE MAILED (Include City and Zip Code)

15160 Jackson Road, Rancho Murieta CA 95683

E-MAIL ADDRESS

MMartin@ranchomurieta.com

PHONE NUMBER

916-354-3700

FAX NUMBER

**26. NAME OF AUTHORIZED AGENT / ENGINEER (A "Letter of authorization" is required if different from #25)**

IS A LETTER OF AUTHORIZATION ATTACHED?

 YES NO

ADDRESS OF AUTHORIZED AGENT / ENGINEER (Include City and Zip Code)

E-MAIL ADDRESS

PHONE NUMBER

FAX NUMBER

**27. NAME OF BILLING CONTACT (Same as #25  Same as #26 )**

BILLING ADDRESS WHERE INVOICE(S) IS/ARE TO BE MAILED (Include City and Zip Code)

E-MAIL ADDRESS

PHONE NUMBER

FAX NUMBER

**28. SIGNATURE OF APPLICANT OR AUTHORIZED AGENT****29. PRINT OR TYPE NAME**

Mark Martin

**30. TITLE**

General Manager

**31. DATE**

06-05-2018

## MEMORANDUM

Date: November 30, 2018  
To: Improvements Committee  
From: Mark Martin, General Manager  
Subject: Update on Sobon/Murieta Drive and Legacy Lane Recycled Water Line Reimbursement Agreements

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### RECOMMENDED ACTION

None. Update only.

### BACKGROUND

Two (2) recycled water lines, one from Sobon Lane to Murieta Drive and a second from near Highway 16 via Legacy Lane to just west of Murieta Drive, have been constructed by Cosumnes River Land, LLC (Developer) within the Murieta Gardens I & II Project area.

At the time of construction, the Developer did not have reimbursement agreements in place with the District. Draft reimbursement agreements have been prepared, however, to continue processing of the agreements, the District must first receive appropriate cost detail from the Developer for staff to ensure the reasonableness of the costs and the proper applicability of the reimbursement requests. Once the cost detail is received, staff needs adequate time to review the information before we take the draft reimbursement agreements to the next available Improvements Committee and on to the Board for final approval.