



RANCHO MURIETA COMMUNITY SERVICES DISTRICT

15160 Jackson Road, Rancho Murieta, CA 95683
Office - 916-354-3700 * Fax - 916-354-2082

IMPROVEMENTS COMMITTEE

(Directors Randy Jenco and Martin Pohl)

Regular Meeting

October 4, 2022 at 8:00 a.m.

This meeting will be held via ZOOM video conference only. You can join the conference by (1) logging on to <https://us02web.zoom.us/j/85042918390>, entering Meeting ID no. 850 4291 8390 and using the audio on your computer, or (2) dialing into 1-669-900-9128 and entering the meeting code 850 4291 8390. 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 refer to your telephone service provider for specific instructions. ***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

1. **Call to Order**
2. **Consider Finding That as a Result of the COVID-19 Emergency: (i) Meeting in Person Would Present Imminent Risks to the Health or Safety of Attendees; and (ii) the Meeting is Authorized to be Held by Teleconference Pursuant to Gov. Code, § 54953, subd. (e)(1)(C).**
3. **Comments from the Public**
4. **Monthly Update**
5. **Discuss Wooden Bridge Conveyance**
6. **Rio Oso Project Status**
7. **Update on Lake 11 Project**
8. **Director and Staff Comments/Suggestions**
9. **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 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 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. 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 September 29, 2022. Posting locations are: 1) District Office; 2) Post Office; 3) Rancho Murieta Association; 4) Murieta Village Association.

MEMORANDUM

Date: September 28, 2022
To: Improvements Committee
From: Michael Fritschi, P.E. - Director of Operations
Subject: Monthly Improvements Committee Updates

SB 170 PROJECTS

Water Treatment Facility Sodium Hypochlorite Conversion – HDR is working on the 60% Design and is implementing comments provided by the District on the 30% design.

Recycled Water Disinfection Project – The Board has approved a contract with Dewberry Engineers for the design of the sodium hypochlorite conversion and chlorine contact improvements at the wastewater treatment facility.

Granlees Safety Improvements – The District has received the preliminary engineering report for the Granlees safety improvements. The report is currently in the review phase. The District will provide comments to HDR and once the report is completed, it will become the basis for design. The District will then release an RFP for design services.

The report recommends that the District perform condition assessment in the forebay structure. This may require isolating the structure and utilizing a hydro-excavator to vacuum out accumulated debris. The condition assessment will be referenced during the design phase for any potentially needed structural repairs. We will coordinate this work with other two members of the Cosumnes Irrigation Association to insure there will be create little or no interruption of CIA Ditch operations.

The preliminary engineering report provided an AACE Class 5 construction cost range of \$300,000 - \$720,000 (not including design costs). The District had previously envisioned \$945,000 to complete the project, with \$170,000 allocated from the SB 170 funding.

WATER

Integrated Water Master Plan

Staff have released an extended RFP deadline for an update of the District Integrated Water Master plan. The RFP responses are due November 3rd.

DRAINAGE

Lost Lake (Basin 5)

On August 30th, District staff met with residents on site to assess some of the issues regarding the upkeep of Lost Lake. The District has performed some weed removal and has repaired the aeration system. The District received a quote from Solitude Lake Management for \$9,200 to remove primrose from the water body. The RMA has agreed to keep the central fountain on at all times, helping to keep the center of the pond clear from duckweed. Additionally, the District introduced goats to eat down some of the residual weeds and vegetation in the surrounding area.

It was asked which entities are responsible for the Basin 5 area. The Country Club owns the parcel containing the drainage pond, the District is responsible for maintaining the drainage pond, and the RMA is responsible for the fountain inside the drainage pond.

SITE DEVELOPMENT UPDATE

Riverview: Developer is currently working on installing dry utilities for phase 1b. The General Manager has issued \$1,500 fine to the developer after it was discovered that one of their subcontractors made an illegal connection to the two-inch blow-off connection to fill up their water trailer over a three-day period.

Retreats: The District and the Developer are still working through the various punch list items for the East portion of the project retreats including disinfecting water mains. The District has submitted Lift station 6B Electrical comments. Water tie-ins will be coming up soon at De La Cruz and Murieta Parkway.

Circle K/Shell: Contractor has poured the gas station slab and are working on getting approval for fire service.

Murieta Gardens Lot 2 (Tractor Supply): Contractor has continued block wall construction.

Murieta Gardens Pet Hospital (Lot 12) & Murieta PDF Office (Lot 10) – No update

MEMORANDUM

Date: September 27, 2022
To: Improvements Committee
From: Michael Fritschi, P.E. - Director of Operations
Subject: Pedestrian Bridge Conveyance

1. This memorandum is intended to re-open to the Improvements Committee, the conveyance of the wooden pedestrian bridge located in Murieta North to the Rancho Murieta Homeowners Association.
2. The attached August 28, 2020 Memorandum by Coastland Engineers describes some of the history of the acquisition and the then desire to transfer back the infrastructure to the RMA.
3. As the memo states, it will take Board authorization to transfer the acquired property and some assistance from District Council to put in place the appropriate legal transfer mechanism to present to the RMA.
4. Additionally, District Council would be tasked with ensuring that the Consumes Irrigation Association (CIA) easements be supported and protected during the transfer.
5. The District has recently discussed this with the RMA and RMA appears amenable to move forward with the transfer.

Recommendation

It is recommended that the Improvements Committee move the pedestrian bridge transfer item to the next Board Meeting to authorize the General Manager to proceed negotiating the transfer and directing District Council to create a transfer agreement to present to the RMA that also supports and protects the CIA easement.



COASTLAND

CIVIL ENGINEERING - CONSTRUCTION MANAGEMENT - BUILDING DEPARTMENT SERVICES

Date: August 28, 2020

To: Paul Siebensohn, Director of Field Operations RMCS D

From: Laurie Loaiza, PE Coastland

cc: Tom Hennig, General Manager RMCS D
Dane Schilling, PE Coastland (District Engineer)

Subject: Pedestrian Bridge Conveyance - Status

As requested by the District, below is a summary of the Pedestrian Bridge Conveyance.

1. A Title Report was received from Old Republic Title Company on July 28, 2020. A copy is attached for reference.
 - a. The District acquired the property on May 30, 2006. Two exceptions were recorded the day of the transfer listed as items 35 and 36 on the title report and these items should be reviewed by District Counsel to better understand if they affect the District.
 - b. The District Counsel should verify if the existing grant deed with plat and legal from the 2006 is acceptable or if a new plat and legal needs to be prepared. Changes that have occurred since closing (such as items 35 and 36 discussed above) may trigger the need to have a new plat and legal prepared.
2. Board authorization is required, and District Counsel should verify required legal process for transfer of property (e.g. open or closed session). Board should additionally appoint a real property negotiator to act on behalf of District in this matter, typically the General Manager or District Counsel.
3. Once District Board approval is obtained, RMA should be presented with a complete package ready for signature, likely including a grant deed, plat and legal and title report. The conveyance will also include a blanket easement over the property to accommodate existing District utilities. RMA will likely need to obtain a certificate of acceptance (or similar) through their Board, although RMA should confirm their internal process.
4. On June 18, 2020, John Sullivan contacted the District to state that he is concerned about a CIA easement and culvert encroachment issue on the bridge property. He requested that it be addressed as part of the property conveyance, and that CIA be provided a copy of the title report for protection of their easement. This was further discussed in the July Improvements Committee meeting, where it was noted that this is a parcel conveyance and does not include any physical improvements. The title report exceptions do not include the CIA as having an easement on the property. Action item should include forwarding a copy of the title report for CIA review, as requested.

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

Order No.
2202065221-PL

Ref No.
Pedestrian Bridge

Guarantee No.
A04286-CTG-193485

CONDITION OF TITLE GUARANTEE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE,



**OLD REPUBLIC NATIONAL
TITLE INSURANCE COMPANY**

GUARANTEES

the Assured named in Schedule A of this Guarantee against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A:


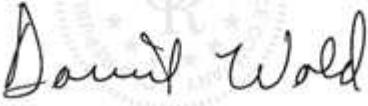
Dated: June 25th, 2020 at 8:00:00 AM

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Corporation
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Countersigned:

By 

Validating Officer

By  *C. Monroe* President
Attest  *David Wald* Secretary

Schedule A

Order No.	2202065221-PL
Ref. No.	Pedestrian Bridge
Guarantee No.	A04286-CTG-193485
Liability	\$ 900.00
Date of Guarantee	June 25th, 2020 at 8:00:00 AM
Fee	\$ 800.00

1. Name of Assured:

Rancho Murieta Community Services District and Coastland Civil

2. The estate or interest in the Land which is covered by this Guarantee is:

Fee

3. The Land referred to in this Guarantee is situated in the unincorporated area of the County of Sacramento, State of California, and is described as follows:

A portion of Parcel 7 as shown on that "Amended Parcel Map-Amending Map filed in Book 117, Parcel Maps, Page 15" filed in [Book 123 of Parcel Maps, at Page 26](#) in the Office of the Recorder of Sacramento County, California described as follows:

Beginning at a point from which a 3/4" iron pipe at the centerline intersection of De La Cruz Drive and Granlee Lane as said intersection is shown on the "Plat of Rancho Murieta Unit No. 6" filed in [Book 213 of Maps at Page 6](#), Sacramento County Records bears North 12° 56' 25" East 417.25 feet to a point on the Northerly line of said Parcel 7 and the centerline of Granlee Lane as shown on said "Plat of Rancho Murieta Unit 6", and along said centerline, North 15° 05' 46" West 156.70 feet;

Thence from said point of beginning South 12° 12' 16" East 20.00 feet;

Thence South 77° 47' 44" West 130.91 feet;

Thence South 14° 17' 37" East 340.83 feet;

Thence North 75° 42' 23" East 50.00 feet;

Thence South 14° 17' 37" East 67.49 feet to a point on the Northerly line of an Easement Quitclaim Deed to Rancho Murieta Community Services District recorded in [Book 20040924, Page 1234](#), Sacramento County Records;

Thence along said Northerly line and along the arc of a curve to the left having a radius of 300.00 feet, through a central angle of 19° 26' 56", said arc being subtended by a chord of South 85° 03' 21" West 101.35 feet;

Thence continuing along said Northerly line and along the arc of a curve to the left having a radius of 300.00 feet, through a central angle of 16° 39' 24", said arc being subtended by a chord of South 67° 00' 11" West 86.91 feet;

Thence continuing along said Northerly line South 58° 40' 29" West 67.03 feet;

Thence leaving said Northerly line North 14° 17' 37" West 95.09 feet;

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Thence North 75° 42' 23" East 75.00 feet;

Thence North 14° 17' 37" West 404.15 feet;

Thence North 77° 47' 44" East 151.91 feet;

Thence South 12° 12' 16" East 30.00 feet;

Thence North 77° 47' 44" East 106.63 feet;

Thence South 12° 12' 16" East 20.00 feet to the point of beginning.

APN: 073-0190-107

4. Assurances:

According to the Public Records as of the Date of Guarantee,

- a. Title to the estate or interest in the Land is vested in:

Rancho Murieta Community Services District, a public entity chartered under California Government Code Sections 61000 et seq.

Schedule B

Order No.	2202065221-PL
Ref. No.	Pedestrian Bridge
Guarantee No.	A04286-CTG-193485
Liability	\$ 900.00
Date of Guarantee	June 25th, 2020 at 8:00:00 AM
Fee	\$ 800.00

- b. Title to the estate or interest is subject to defects, liens or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority.
1. Taxes and assessments, general and special, for the fiscal year 2020 - 2021, a lien, but not yet due or payable.
 2. Taxes and assessments, general and special, are currently not assessed because of a statutory exemption. Should the statutory exemption change, taxes may be levied against the land.
 3. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.
 4. Assessments or charges that may be levied, of record or not, by the City or County of Sacramento. Further information on said assessments may be obtained by contacting the City at (916) 808-5454 or the County at (916) 875-5555. Specifically request current and delinquent charges.
 5. Assessments that may be levied by the Rancho Murieta Utility District. Further information on said assessments may be obtained by contacting said district at (916) 354-3707. Specifically request current and delinquent charges.
 6. Any adverse claim based upon the assertion that:
 - (a) Said land or any part thereof is now or at any time has been below the highest of the high water marks of the Consumnes River in the event the boundary of said Consumnes River has been artificially raised or is now or at any time has been below the high water mark, if Consumnes River is in its natural state.
 - (b) Some portion of said land has been created by artificial means or has accreted to such portion so created.
 - (c) Some portion of said land has been brought within the boundaries thereof by an avulsive movement of the Consumnes River, or has been formed by accretion to any such portion.

7. Any rights in favor of the public which may exist on said land if said land or portions thereof are or were at any time used by the public.
8. Any right, title, claims, or other interest, and such rights as may be incidental thereto, whether or not shown by the public records to the waters of Consumnes River.
9. Any easement for water course over that portion of said land lying within the banks of Consumnes River and any changes in the boundary lines of said land that have occurred or may hereafter occur from natural causes.

10. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : Pacific Gas and Electric Company, a corporation, duly organized and existing under and by virtue of the laws of the State of California
 For : Transmission and distribution of electricity
 Recorded : [May 7, 1914 in Book 399 of Deeds, Page 343](#)
 Affects : The exact location is not defined of record

Note: Reference is made to said instrument for full particulars.

11. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : Pacific Gas and Electric Company, a California corporation
 For : Transmission and distribution of electricity
 Recorded : [July 29, 1936 in Book 586 of Official Records, Page 137](#)
 Affects : A portion of said land

Note: Reference is made to said instrument for full particulars.

12. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : Pacific Gas and Electric Company
 For : Electrical facilities
 Recorded : [May 2, 1939 in Book 749 of Official Records, Page 319](#)

Note: Reference is made to said instrument for full particulars.

13. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : Josephine D. Granlees and Wells Fargo Bank, a Corporation, as
Trustee under The Will of Arthur J. Granlees, deceased
For : Ingress and egress
Recorded : [February 24, 1965 in Book 5185 of Official Records, Page 45 under
Recorder's Serial Number 15610](#)
Affects : A portion of said land

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

14. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Easement
Granted To : Josephine D. Granlees and Wells Fargo Bank, a Corporation, as
Trustee under The Will of Arthur J. Granlees, deceased
For : Right of Way Easement for Roadway
Recorded : [February 24, 1965 in Book 5185 of Official Records, Page 50 under
Recorder's Serial Number 15611](#)
Affects : A portion of said land

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

15. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Easement
Granted To : Bank of America, N.T.& S.A., as Corporate Co-Trustee of the Pension
Trust Fund for Operating Engineers
For : Diversion and conveyance water and to flow water
Recorded : [November 8, 1973 in Book 731108 of Official Records, Page 101
under Recorder's Serial Number 106261](#)

16. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Instrument : Easement
 Granted To : Rancho Murieta Association, a California corporation
 For : Pedestrian Ingress and egress
 Recorded : [April 15, 1974 in Book 740415 of Official Records, Page 303 under Recorder's Serial Number 30742](#)
 Affects : A portion of said land
17. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Instrument : Easement
 Granted To : Rancho Murieta Association, a California corporation
 For : Vehicular and Pedestrian temporary road
 Recorded : [April 15, 1974 in Book 740415 of Official Records, Page 308 under Recorder's Serial Number 30743](#)
18. An unrecorded agreement for maintenance and regulation as contained in Paragraph VI of an agreement dated December 27, 1978 between Rancho Murieta Properties, Inc. and the County of Sacramento, as disclosed by an instrument recorded July 17, 1979, [in Book 790717, Page 1232, Official Records.](#)
19. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : The County of Sacramento
 For : Public access easement for park purposes with the reservation of right to alter boundary line
 Recorded : [July 17, 1979 in Book 790717 of Official Records, Page 1232 under Recorder's Serial Number 118596](#)
 Affects : A portion of said land
20. Matters as contained or referred to in an instrument,
- Entitled : Resolution No. 78-1490
 Executed By : Sacramento County and Rancho Murieta Properties, Inc.
 Dated : December 27, 1978
 Recorded : [December 27, 1978 in Book 791025 of Official Records, Page 1092 under Recorder's Serial Number 182595](#)
- Which Among Other Things Provides : To convey and to dedicate to Sacramento County lands and river access easements in Rancho Murieta

21. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Resolution No. 79-1041
Reserved By : County of Sacramento
For : Walkway
Recorded : [October 25, 1979 in Book 791025 of Official Records, Page 1144 under Recorder's Serial Number 182598](#)
Affects : A 6 foot wide walkway on bridge

22. Matters as contained or referred to in an instrument,

Entitled : An Agreement for Available and Use of Reclaimed Wastewater
Executed By : Rancho Murieta Community Services District, Rancho Murieta Properties, Inc., Rancho Murieta Country Club, and CBC Builders Inc.
Recorded : [May 17, 1988 in Book 880517 of Official Records, Page 1871 under Recorder's Serial Number 103731](#)

And as modified by an instrument, executed by Rancho Murieta Community Services District, Rancho Murieta Country Club, Rancho Murieta Properties, Inc. and CBC Builders Inc., recorded [May 4, 1994 in Book 940504 of Official Records, Page 873](#)

23. Recitals as shown or noted on the filed map.

24. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : Rancho Murieta Community Services District
For : Levee Maintenance Easement
Recorded : [July 30, 1990 in Book 900730 of Official Records, Page 1503](#)
Affects : A portion of said land

25. Matters as contained or referred to in an instrument,

Entitled : Park Development Agreement
Executed By : Rancho Murieta Association, Rancho Murieta Community Services District, Rancho Murieta Properties, Inc., CBC Builders, Inc., and SHF, Inc.
Dated : February 20, 1991
Recorded : [February 21, 1991 in Book 910221 of Official Records, Page 1274](#)

26. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : Sacramento Municipal Utility District and Pacific Bell
For : Public utilities
Recorded : [August 15, 1991 in Book 910815 of Official Records, Page 818](#)
Affects : A portion of said land

27. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : Rancho Murieta Community Services District
For : Public utilities and Water and Pump Station site
Recorded : [January 25, 1994 in Book 940125 of Official Records, Page 1830](#)
Affects : The Northerly portion of said land

28. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Easement
Granted To : Rancho Murieta Community Services District
For : Road and public utilities
Recorded : [September 24, 2004 in Book 20040924 of Official Records, Page 1219](#)

29. Matters as contained or referred to in an instrument,

Entitled : Easement Quitclaim Deed
Executed By : PTF for Operating Engineers LLC, a Delaware limited liability company and Rancho Murieta Community Services District
Recorded : [September 24, 2004 in Book 20040924 of Official Records, Page 1229](#)

30. Matters as contained or referred to in an instrument,

Entitled : Easement Quitclaim Deed
Executed By : Rancho North Properties, LLC, a California limited liability company and PTF for Operating Engineers LLC, a Delaware limited liability company and Rancho Murieta Community Services District
Recorded : [September 24, 2004 in Book 20040924 of Official Records, Page 1234](#)

31. Matters as contained or referred to in an instrument,
- Entitled : Easement Quitclaim Deed
Executed By : Rancho North Properties, LLC, a California limited liability company and PTF for Operating Engineers LLC, a Delaware limited liability company and Rancho Murieta Community Services District
Recorded : [September 24, 2004 in Book 20040924 of Official Records, Page 1235](#)
32. Matters as contained or referred to in an instrument,
- Entitled : Easement Quitclaim Deed
Executed By : Rancho North Properties, LLC, a California limited liability company and PTF for Operating Engineers LLC, a Delaware limited liability company
Recorded : [September 24, 2004 in Book 20040924 of Official Records, Page 1238](#)
33. Matters as contained or referred to in an instrument,
- Entitled : Easement Quitclaim Deed
Executed By : Rancho North Properties, LLC, a California limited liability company and PTF for Operating Engineers LLC, a Delaware limited liability company
Recorded : [September 24, 2004 in Book 20040924 of Official Records, Page 1239](#)
34. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Instrument : Grant Deed
Reserved By : PTF for Operating Engineers, LLC, a Delaware limited liability company
For : Use of, access and ingress to, and egress from, the Remainder Lands across the Bridge Site shall be limited to pedestrian, bicycle and/or golf cart uses
Recorded : [May 30, 2006 in Book 20060530 of Official Records, Page 1844](#)
Affects : A portion of said land

Upon the terms and conditions contained therein.

35. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : Rancho Murieta Association, a California nonprofit mutual benefit corporation
For : Access for pedestrian, bicycle and occasional golf cart traffic in and over the Birdge Improvements
Recorded : [May 30, 2006 in Book 20060530 of Official Records, Page 1845](#)
Affects : The exact location of easement is not defined of record

Upon the terms and conditions contained therein.

36. Matters as contained or referred to in an instrument,

Entitled : Easement Agreement
Executed By : PRF for Operating Engineers, LLC, a Delaware limited liability company and Rancho Murieta Association, a California nonprofit mutual benefit corporation
Recorded : [May 30, 2006 in Book 20060530 of Official Records, Page 1846](#)

37. Water rights, claims or title to water, whether or not shown by the public records.

EXCLUSIONS FROM COVERAGE (Revised 06-05-14)

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records
 - (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or
 - (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or,
 - (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims;
 - (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof;
 - (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in the Guarantee mean:

- (a) "the Assured": the party or parties named as the Assured in this Schedule A, or on a supplemental writing executed by the Company.
- (b) "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "Public Records": those records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- (f) "Amount of Liability": the Amount as stated in Schedule A.

2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED

An Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. NO DUTY TO DEFEND OR PROSECUTE

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED TO COOPERATE

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4(b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

GUARANTEE CONDITIONS (Continuation)

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. PROOF OF LOSS OR DAMAGE

(a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

(b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company

up to the time of payment or tender of payment and that the Company is obligated to pay.

(b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or

(c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. LIMITATION OF LIABILITY

(a) This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.

(b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien or, encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.

(d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. PAYMENT OF LOSS

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

GUARANTEE CONDITIONS (Continuation)

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

10. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies. If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

11. ARBITRATION

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

12. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

13. SEVERABILITY

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. CHOICE OF LAW; FORUM

(a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

15. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at the office which issued this Guarantee or to its Home Office at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499, (612) 371-1111.

MEMORANDUM

Date: September 28, 2022
To: Board of Directors
From: Michael Fritschi, P.E. - Director of Operations
Subject: VFD Procurement Rio Oso Pump Station

Recommended Action

Staff are requesting that the Improvements Committee provide a recommendation that the Board adopt a resolution finding that an emergency exists in connection with the Rio Oso pressure station and authorize the General Manager to approve an emergency contract with Kirby Pump to perform the pump replacement work for \$37,800; and approve to contract with Prodigy Electric for a total of \$53,146 for procurement and replacement variable frequency drives (VFDs) for the District Rio Oso pressure pump station, and to allow a 15% contingency for a total emergency expenditure of \$104,588.

Background

On September 15, the District received a standby alert that pump station had failed. District staff and our vendors Kirby Pump and Prodigy Electric (Electrician) arrived onsite at roughly 2 AM. Pump #1 had failed, and Pump #2 took over and was operating and providing pressure to the system. Pump #2 is very noisy, and staff believe that this pump has outlived its service life and is likely in danger of imminent failure. After inspection of Pump #1, the cause of the failure was determined as electrical. While the variable frequency drive (VFD) was tested and was able to be re-started, the Electrician was not definitive on whether the VFD had failed or how long it will continue to operate. It was previously mentioned by the Electrician, that the existing VFD's are likely over 5 years past their service life.

The Electrician mentioned that there was a possibility of obtaining (1) VFD out of Southern California within a week. The VFD's are typically 20 weeks out. After discussing the issue with operations, it was decided to try and order the VFD to replace the VFD for the pump that is in somewhat better shape (Pump #1) and then to move forward with the normal procurement process for the second VFD and the labor to replace the pumps. The District currently has all the mechanical components ready for pump replacement.

The District recently discovered that the VFD is not currently available from Southern California and has a 20 week wait time for procurement. From further conversations with operations, it has been determined that to provide a more acceptable level of redundancy, that the pump replacement portion of the project needs to be accelerated while the District waits for the currently ordered VFD and that the second VFD will need to be ordered very soon. If the pumps are replaced, and VFD for Pump #1 fails again, then there will be a new pump to take over (verses

relying on the old noisy pump #2). While this is not perfect it is the District's only option to increase redundancy while awaiting the VFD's.

The pump replacement will happen beginning with pump #2, once successful installation and start up have occurred, the contractor will come back and install pump #2. The pump installation will also include removal and reinstallation of roof panels, pouring cement extensions for the pump bases and grouting of the pump frames, dial indicator alignment of motors to pumps, and frame in building modification to allow for longer pump base install.

The District will continue to attempt to locate a VFD that can be procured sooner than 20 weeks but will need to order the second VFD very soon. The District is also investigating temporary VFD control and the resulting cost and availability.

The emergency project status will streamline the procurement process and allow the District to save several weeks (potentially months) of procurement time for pump replacement and VFD procurement and installation with our trusted vendors. The emergency is warranted due to the loss of expected redundancy for a system that is critical to providing water to 800 accounts.

The rehabilitation of the Rio Oso pump station (CIP #23-06-01) is budgeted for in this current fiscal year and comprises the following aspects:

- Replacement of existing pressure pumps
- Replacement of pump VFD's
- Rehabilitation or replacement of the pump enclosure
- Preliminary analysis of pump station modifications needed

If recommended by the Improvements Committee, District staff will work with the District Attorney to ensure that a suitable resolution is crafted for Board approval at the October 19th Board Meeting.

MEMORANDUM

Date: September 27, 2022
To: Board of Directors
From: Michael Fritschi, P.E. - Director of Operations
Subject: Lake 11 Emergency Storm Drain Re-Alignment Project Update

1. On September 23rd, 2022, Lund Construction was issued a notice to proceed with substantial completion due by October 21, 2022, and date of final completion due by November 4th, 2022.
2. On September 26th, a pre-construction meeting was held at the District Office and at the project site. CSD staff were joined by Lund Construction, the District Engineering staff, and the Country Club staff.
 - a. The District Engineer proposed a modification to the discharge manhole design. Lund will review the proposed modification and respond.
 - b. The discussion of necessary golf hole closure was had and that the Country Club would need to close access to the golf holes for 1-week at the best-case scenario, possibly up to 3 weeks depending on what is difficulties are experienced in the excavation.
 - c. Lund was presented with the updated construction contract.
 - d. The Submittal Review process has begun.
3. Lund will be doing some minor staging the week of the 26th, with construction beginning on the 3rd of October.
4. The Country Club has requested the District to consider the timing of work to allow for a one-day access through the construction site on October 14th, to allow for the full course to be available for a major tournament. We will discuss this with the contractor as soon as they are able to determine the overall timing of the project. There are no plans to hold up construction for this request.