



## RANCHO MURIETA COMMUNITY SERVICES DISTRICT

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

### AGENDA

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

REGULAR BOARD OF DIRECTORS MEETINGS ARE HELD  
3<sup>rd</sup> Wednesday of Each Month

#### REGULAR BOARD MEETING

**AUGUST 19, 2015**

Open Session 5:00 p.m.

RMCS D Administration Building – Board Room  
15160 Jackson Road  
Rancho Murieta, CA 95683

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#### BOARD MEMBERS

Gerald Pasek	President
Betty Ferraro	Vice President
Paul Gumbinger	Director
Michael Martel	Director
Mark Pecotich	Director

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#### STAFF

Darlene J. Gillum	General Manager
Greg Remson	Security Chief
Paul Siebensohn	Director of Field Operations
Eric Thompson	Controller
Suzanne Lindenfeld	District Secretary



**RANCHO MURIETA COMMUNITY SERVICES DISTRICT  
REGULAR BOARD MEETING  
August 19, 2015**

**Open Session 5:00 p.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**

	RUNNING TIME
<b>1. CALL TO ORDER</b> - Determination of Quorum - President Pasek <b>(Roll Call)</b>	5:00
<b>2. ADOPT AGENDA</b> (Motion)	5:05
<b>3. SPECIAL ANNOUNCEMENTS AND ACTIVITIES</b> (5 min.)	5:10
a. Director Paul Gumbinger Resignation	
<b>4. COMMENTS FROM THE PUBLIC</b>	5:15
<i>Members of the public may comment on any item of interest within the subject matter jurisdiction of the District and any item specifically agendized. Members of the public wishing to address a specific agendized item are encouraged to offer their public comment during consideration of that item. With certain exceptions, the Board may not discuss or take action on items that are not on the agenda.</i>	
<i>If you wish to address the Board at this time or at the time of an agendized item, as a courtesy, please state your name and address, and reserve your comments to no more than 3 minutes so that others may be allowed to speak.</i>	
<b>5. CONSENT CALENDAR</b> (Motion) <b>(Roll Call Vote)</b> (5 min.)	5:20
<i>All the following items in Agenda Item 5 will be approved as one item if they are not excluded from the motion adopting the consent calendar.</i>	
<b>a. Approval of Board Meeting Minutes</b>	
1. July 15, 2015 Regular Board Meeting	
<b>b. Committee Meeting Minutes</b> (Receive and File)	
1. August 7, 2015 Improvements Committee Meeting	
<b>c. Approval of Bills Paid Listing</b>	

6. **STAFF REPORTS** (Receive and File) (5 min.) 5:25
- a. General Manager's Report
  - b. Administration/Financial Report
  - c. Security Report
  - d. Water/Wastewater/Drainage Report
7. **CORRESPONDENCE** (5 min.) 5:30
- a. Letter from Jaclyn Shanahan, SOLOS Secretary, dated July 15, 2015
  - b. Email from Bobbie Belton and Mary Brennan, dated August 8, 2015
8. **CONSIDER ADOPTION OF RESOLUTION 2015-12, IN HONOR OF PAUL J. GUMBINGER, DIRECTOR, RANCHO MURIETA COMMUNITY SERVICES DISTRICT** 5:35  
(Discussion/Action) (Motion) (Roll Call Vote) (5 min.)
9. **CONSIDER ADOPTION OF ORDINANCE O2015-02, DISTRICT CODE CHAPTER 4 PURCHASING AND BIDDING UPDATE** (Discussion/Action) (Motion) (Roll Call Vote) (5 min.) 5:40
10. **CONSIDER APPROVAL OF AN EXTENSION OF TERM OF THE REIMBURSEMENT AGREEMENT BETWEEN RANCHO MURIETA COMMUNITY SERVICES DISTRICT AND SHF ACQUISITION CORPORATION** Discussion/Action) (Motion) (Roll Call Vote) (10 min.) 5:45
11. **CONSIDER ADOPTION OF DISTRICT POLICY P2015-08, RECORDS RETENTION, DISPOSAL AND STORAGE POLICY** (Motion) (Roll Call Vote) (5 min.) 5:55
12. **TIMED ITEM - PUBLIC HEARING – CONSIDER PLACING DELINQUENT ACCOUNTS ON THE TAX ROLLS OF SACRAMENTO COUNTY FOR COLLECTION** 6:00  
(Time is approximate but will not be conducted before 5:30 p.m.)
- a. Presentation by Staff.
  - b. The Board President will open a public hearing for public comment on placing delinquent accounts on the tax rolls of Sacramento County for collection.
  - c. The Board President will close the public hearing on placing delinquent accounts on the tax rolls of Sacramento County for collection.
  - d. Board Discussion/Approval of Resolution R2015-11, a Resolution Authorizing Collection and Requesting Inclusion of Delinquent Rates, Special Taxes, Charges and Penalties for Water, Sewer, Solid Waste, Drainage and Security Service on the Tax Roll for the Forthcoming Fiscal Year in the Same Manner as the General Taxes. (Motion) (Roll Call Vote) (5 min.)
13. **CONSIDER APPROVAL OF THE 2016 WATERSMART - TITLE XVI WATER RECLAMATION AND REUSE FUNDING AND PROP. 1 FUNDING APPLICATION PROPOSAL FOR PROFESSIONAL SERVICES** (Discussion/Action) (Motion) (5 min.) 6:05

- 14. CONSIDER APPROVAL OF CAPACITY CERTIFICATION LETTERS ADDENDUM 1 FOR MURIETA GARDENS I AND II AND THE RETREATS** (Discussion/Action) **(Motion)** (5 min.) 6:10
- 15. RECEIVE WATER TREATMENT PLANT EXPANSION PROJECT UPDATE** (Discussion/Action) (5 min.) 6:15
- 16. RECEIVE WATER CONSERVATION UPDATE** (Discussion/Action) (5 min.) 6:20
- 17. REVIEW AND SELECT CONFERENCE/EDUCATION OPPORTUNITIES** (Discussion/Action) **(Motion)** (5 min.) 6:25
- 18. REVIEW MEETING DATES/TIMES FOR THE FOLLOWING:** (5 min.) 6:30
- Special Board Meeting:** August 21, 2015 at 6:00 p.m.
- Special Board Meeting:** September 2, 2015 at 6:00 p.m.
- Next Regular Board Meeting:** September 16, 2015 at 5:00 pm.
- 19. COMMENTS/SUGGESTIONS – BOARD MEMBERS AND STAFF** 6:35
- In accordance with Government Code 54954.2(a), Directors and staff may make brief announcements or brief reports of their own activities. They may ask questions for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda.*
- 20. ADJOURNMENT** **(Motion)** 6:40

"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 August 14, 2015. Posting locations are: 1) District Office; 2) Plaza Foods; 3) Rancho Murieta Association; 4) Murieta Village Association.



## RANCHO MURIETA COMMUNITY SERVICES DISTRICT

Board of Directors Regular Meeting

MINUTES

July 15, 2015

5:00 p.m. Open Session

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

President Gerald Pasek called the regular meeting of the Board of Directors of Rancho Murieta Community Services District to order at 5:00 p.m. in the District meeting room, 15160 Jackson Road, Rancho Murieta. Directors present were Gerald Pasek, Betty Ferraro, Paul Gumbinger, and Michael Martel. Also present were Darlene J. Gillum, General Manager; Greg Remson, Security Chief; Paul Siebensohn, Director of Field Operations; Eric Thompson, Controller; Suzanne Lindenfeld, District Secretary; and Richard Shanahan, General Counsel. Director Mark Pecotich was absent.

### **2. ADOPT AGENDA**

**Motion/Gumbinger** to adopt the agenda. **Second/Ferraro. Ayes: Pasek, Ferraro, Gumbinger, Martel. Noes: None. Absent: Pecotich.**

### **3. SPECIAL ANNOUNCEMENTS AND ACTIVITIES**

None.

### **4. COMMENTS FROM THE PUBLIC**

None.

### **5. CONSENT CALENDAR**

**Motion/Gumbinger** to adopt the consent calendar. **Second/Ferraro. Roll Call Vote: Ayes: Pasek, Ferraro, Gumbinger, Martel. Noes: None. Absent: Pecotich.**

### **6. STAFF REPORTS**

Under Agenda Item 6a, Director Gumbinger stated that Rancho Murieta Association is reviewing the draft Gate Policy and will present their suggested changes as the next Ad Hoc Committee meeting. Director Martel commented on the need for a camera policy. Darlene Gillum stated that Larry Bain will be in the District Office the Tuesday before Labor Day, not after.

President Pasek commented on the end of year budget overages will be transferred to the various reserve funds.

John Sullivan commented on the need to decide on location of surveillance cameras so the conduit can be placed while construction is going on.

### **7. CORRESPONDENCE**

None.

**8. CONSIDER ENTERING INTO NEGOTIATIONS WITH SOLARCITY FOR SOLAR POWER PURCHASE, PRESENTATION BY MICHAEL CARPOL, SOLARCITY**

Michael Carpol, Project Development Manager, with SolarCity, gave a brief overview of the proposal for the District to purchase solar power from SolarCity. The arrangement between the District and SolarCity will be a Power Purchase Agreement (PPA). Under the PPA, Solar City would install, maintain and own the solar project and the District would purchase the solar power from SolarCity. The system would be designed to generate enough electricity to offset approximately ninety percent (90%) of our electricity demand. There are no upfront costs as costs are rolled into the per kilowatt hour (kWh) fee and they guarantee 100% of the production. This is a 20-year term agreement that assumes a 2.5% per year SMUD utility increase and a 0.5% per year solar panel output degradation (assumptions used in calculating projected savings). At the end of the 20-year term, the District can purchase the system at fair market value, renew the contract for up to two (2) 5-year increments, or have the system removed at no cost to the District. A question and answer period followed.

**Motion/Gumbinger** to approve District staff and General Counsel to enter into negotiations with SolarCity for the purchase of solar power. **Second/Ferraro. Ayes: Pasek, Ferraro, Gumbinger, Martel. Noes: None. Absent: Pecotich.**

By consensus, the Board agreed to have the staff begin the CEQA process, so as to not hold up the project once the agreement has been approved.

**9. CONSIDER INTRODUCING ORDINANCE O2015-02, AMENDING DISTRICT CODE CHAPTER 4 CONCERNING PURCHASING AND BIDDING**

Darlene Gillum gave a brief summary of the updated District Code Chapter 4, Purchasing and Bidding. This amendment will streamline and simplify the District's existing procedures and make them consistent with the Public Contract Code provisions applicable to community services districts.

Director Gumbinger commented on his concern regarding the General Manager approving change orders up to the contingency amount. Darlene stated that on major projects, the motion to approve the proposal could include any change orders over a certain dollar amount be brought to the Board for approval.

**Motion/Ferraro** to introduce Ordinance O2015-02, an Ordinance of the Rancho Murieta Community Services District, amending Chapter 4 of the District Code relating to Purchasing and Bidding, waive the full reading of the Ordinance and continue to the August 19, 2015 Board meeting for adoption. **Second/Gumbinger. Roll Call Vote: Ayes: Pasek, Ferraro, Gumbinger, Martel. Noes: None. Absent: Pecotich.**

**10. CONSIDER INTRODUCING ORDINANCE O2015-03, AMENDING DISTRICT CODE CHAPTER 2 CONCERNING BOARD OF DIRECTORS RULES AND PROCEDURES AND ADOPTING REVIEWED BOARD GUIDELINES**

Director Gumbinger suggested that instead of amending the District Code at this time, the District try the two (2) Board meetings a month for the 6 month period by holding Special Board meetings for the first Board meeting of the month. Richard Shanahan, District General Counselor, stated that

would be fine. By consensus, the Board agreed to hold Special Board meetings the first Wednesday of each month at 6:00 p.m., cancel the Committee meetings, and keep the Regular Board meeting on the third Wednesday of each month for the next 6 months. This will begin in September 2015.

**11. CONSIDER ADOPTION OF RESOLUTION R2015-10, AUTHORIZING SALE OF DISTRICT SURPLUS EQUIPMENT**

Paul Siebensohn gave a brief summary of the recommendation to adopt Resolution R2015-10 authorizing the sale of some items that are no longer needed. Adopting the Resolution and declaring these items surplus will allow the District to sell these items.

**Motion/Gumbinger** to adopt Resolution R2015-10 authorizing sale of District surplus equipment.  
**Second/Ferraro. Roll Call Vote: Ayes: Pasek, Ferraro, Gumbinger, Martel. Noes: None. Absent: Pecotich.**

**12. CONSIDER APPROVAL OF NORTH GATE FACILITIES USE AGREEMENT WITH RANCHO MURIETA ASSOCIATION**

Darlene Gillum gave a brief summary of the draft North Gate Facilities Use Agreement with Rancho Murieta Association (RMA). Director Martel commented on his concern regarding Item #11 allowing RMA to install cameras. John Sullivan stated that at the meetings and in the building plans, there was no mention by RMA to install any cameras.

After a discussion, by consensus, the Board agreed to table this item and have the Ad Hoc Committee work on developing the various policies and procedures needed before the District Board approves the use agreement.

**13. CONSIDER APPROVAL OF PROPOSAL FOR WATER SUPPLY ASSESSMENT FOR RANCHO MURIETA NORTH PROJECT**

Darlene Gillum gave a brief summary of the proposal from Maddaus Water Management for a Water Supply Assessment for the Rancho Murieta North Project. This approval is contingent upon receipt of deposit of payment of costs from the developer.

Cheryl McElhany commented on this project not having gone out to bid. Darlene stated that it was not necessary because public purchasing code does not require bidding on professional services.

John Vandorn suggested that District get in writing a conflict of interest statement from Maddaus Water Management.

Lisa Maddaus, Maddaus Water Management, stated that her company has worked for various water purveyors not developers in the Sacramento area and is more than happy to provide the requested statement.

Patti Weaver commented on her concern that the IWMP is from 1978 and needs to be updated. Darlene stated that the IWMP was done in 2010, using the information from the 1978/79 drought and, as stated previously, the District will have the IWMP updated to include this current drought and conservation information.

Darlene Gillum stated that in 2020 the District will be renewing their water permits.

Cheryl McElhany commented on the water augmentation wells and how much growth is possible without having to augment the water supply. President Pasek stated that the water augmentation wells are for drought conditions only, not to be used on a regular basis.

**Motion/Ferraro** to approve proposal from Maddaus Water Management for a Water Supply Assessment for Rancho Murieta North Project, contingent upon receipt of Developer deposit of payment for costs. **Second/Gumbinger. Ayes: Pasek, Ferraro, Gumbinger, Martel. Noes: None. Absent: Pecotich.**

**14. CONSIDER APPOINTING A DIRECTOR TO THE SACRAMENTO CENTRAL GROUNDWATER AUTHORITY (SCGA) GOVERNING BOARD**

Darlene Gillum gave a brief summary of the recommendation to appoint a Director to the Sacramento Central Groundwater Authority Governing Board.

**Motion/Gumbinger** to appoint Director Martel to the Sacramento Central Groundwater Authority Governing Board. **Second/Pasek. Ayes: Pasek, Ferraro, Gumbinger, Martel. Noes: None. Absent: Pecotich.**

**15. RECEIVE WATER TREATMENT PLANT EXPANSION PROJECT UPDATE**

Paul Siebensohn reported that the project is continuing. Completed work includes: finishing of the canopy metal stud framing and some fascia installations; core drilling the cement and installation of hand rails around the facility; installation and testing of the 5 ton crane beam and hoist; installation of membrane reject, backwash, and Clean in Place (CIP) pumps; continuing installation of basin drain 12" line, 12" back pulse line, 4" air supply line to membrane tanks, 6" CIP line, 6" backwash waste, chemical piping, and 2" sump line; installation of chemical totes and chemical feed systems; installation of lighting fixtures and accessories; continuing installation of branch power, control, and instrument wiring; installation of raw water screen control panel; and installation of light standard.

The temporary filtration current water production flow is set at 0.72 MGD. Due to monitoring requirements set by the Division of Drinking Water, staff must perform a manually run membrane integrity test on each treatment train daily.

**16. RECEIVE WATER CONSERVATION UPDATE**

Paul Siebensohn reported that there is no change from previous outlooks, our Water Conservation schedule is still in effect, and staff is continuing to monitor the community for compliance. Calendar year to date, 244 tags have been issued. From January 1, 2015 to July 15, 2015, there have been 4 fines levied.

**17. REVIEW AND SELECT CONFERENCE/EDUCATION OPPORTUNITIES**

No discussion.

**18. REVIEW MEETING DATES/TIMES**

No changes. President Pasek and Director Martel will not be at the August Committee meetings.



## **19. COMMENTS/SUGGESTIONS**

Chief Remson stated that July 4, 2015 went well. President Pasek asked if Patrol Officers are using their body cameras. Chief Remson stated yes and that he does spot check the recordings.

Eric Thompson stated that he is busy with the year end close and that everything seems to be going smoothly.

Director Martel stated that he wanted to let everyone know that he is comfortable with the quality of work and the integrity of the District staff and General Counsel. Director Gumbinger agreed.

President Pasek commented on the need to get moving on the solar power project.

Director Ferraro commented on her confidence in Maddaus Water Management and agreed with Director Martel and Gumbinger regarding staff.

Darlene Gillum commented on the General Manager Summit she attended earlier in the week which covered a variety of leadership styles. The key item she will be working on is employee morale. Darlene is waiting for RMA to take the waiving of the ARC fee to their Board for approval. Director Ferraro stated that they have to take it to their ARC Committee first.

Darlene will be on vacation starting July 17, 2015 and back in the office on July 27, 2015.

Suzanne stated that she will be on vacation from July 20-24, 2015.

## **20. ADJOURNMENT**

**Motion/Gumbinger** to adjourn at 7:38 p.m. **Second/Ferraro. Ayes: Pasek, Ferraro, Gumbinger, Martel. Noes: None. Absent: Pecotich.**

Respectfully submitted,

Suzanne Lindenfeld  
District Secretary

## MEMORANDUM

Date: August 7, 2015  
To: Board of Directors  
From: Improvements Committee Staff  
Subject: August 1, 2015 Committee Meeting Minutes

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### 1. CALL TO ORDER

Director Gumbinger called the meeting to order at 8:33 a.m. Present were Directors Gumbinger and Ferraro. Present from District staff were Darlene Gillum, General Manager; Greg Remson, Security Chief; Paul Siebensohn, Director of Field Operations; Eric Thompson, Controller; and Suzanne Lindenfeld, District Secretary. Director Pasek was absent.

### 2. PUBLIC COMMENT

None.

### 3. UPDATES

#### Augmentation Well

Staff met with property owners to discuss providing the Right of Entry Agreement for the project. The District is putting together a Request for Proposal (RFP) for providing a water system hydraulic analysis to review how a well would feed into the existing water system. The Grant deadline for completion is June 1, 2016.

### 6. EXTENSION OF TERM OF REIMBURSEMENT AGREEMENT BETWEEN RANCHO MURIETA COMMUNITY SERVICES DISTRICT AND SHF ACQUISITION CORPORATION (taken out of order)

James Wiley, of Taylor & Wiley, attorneys for M&R Investment One Company, Inc. (M&R), the successor in interest to SHF Acquisition Corporation (SHF), gave a brief summary of the request to amendment to the Reimbursement Agreement between the District and SHF (now M&R) to extend the term of the agreement an additional twenty (20) years. SHF constructed several oversized water, sewer, and drainage facilities to serve land outside of the properties developed by SHF in Unit 6. Their request is made because the Rancho Murieta Community has not developed as quickly as anticipated twenty (20) years ago due to unforeseen economic conditions.

Director Gumbinger stated that this is item needs to be decided by the entire Board. **This item will be on the August 19, 2015 District Board meeting agenda.**

### 3. UPDATES (CONTINUED)

#### Water Treatment Plant Expansion Project

The project is continuing. Recent work includes: setting up conduits and cable trays for power and control system wiring for membrane permeate pumps, CIP pumps, reject pumps, and backwash pumps; running air lines for pneumatically controlled valves; chemical piping and water quality sample line installation; removal and replacement of siding where access permits; and testing of raw water screening system.

Roebbelen Construction Management conveys that production of water from the new facility should now occur on October 30, 2015 vs. October 23, 2015 from the previous schedule. Reason for this delay is due to the canopy pushing out the coating of the membrane basins and an estimated five (5) additional days for conduit and wiring needs. The electrical contractor has increased staff and is working overtime in hopes of cutting the anticipated work duration from six (6) weeks to four (4) weeks. Other potential delays for ancillary items, which do not affect the date for the production of water include: the arrival of flocculation tank covers, safety exhausts for pneumatic valves, work in the plant gallery, and fire system installation.

Director Gumbinger commented on his disappointment in Roebbelen Construction not being able to keep the line as originally outlined.

### **Conservation**

No change from previous outlooks, our Water Conservation schedule is still in effect, and staff is continuing to monitor the community for compliance. Calendar year to date, two hundred sixty-seven conservation tags (267) have been issued and four (4) fines levied.

Water treatment plant average effluent production is at 2.03 million gallons per day to keep up with the community's recent water demand. July's water production was 33.7% less than in 2013, showing that the community continues to do an excellent job conserving water.

Darlene Gillum commented on the District receiving \$35,000 in grant money for a Cash for Grass program from the Regional Water Authority. The State is also developing a Cash for Grass program that is separate from the Regional Water Authority's program.

### **Development**

The development projects for the Murieta Inn and Murieta Gardens I and II has sewer, water, and drainage lines nearly completed with future recycled water lines (purple pipe) being installed shortly as well. At the Retreats West, the grading is generally complete with the sewer manholes being installed. The plans for the Retreats North and East are currently under review by District staff and AECOM's engineers. The submittals for the 7200 Lone Pine Drive food service building have been reviewed with comments sent back. As each project continues, District staff is providing oversight of installations as they occur for compliance with the District's standards, as well as SWPPP compliance.

Director Ferraro commented on a phone call she received from a resident stating how much they appreciate District staff keeping weeds/dry grass areas cut down.

## **4. 2016 WATERSMART - TITLE XVI WATER RECLAMATION AND REUSE FUNDING APPLICATION PROPOSAL FOR PROFESSIONAL SERVICES**

Paul Siebensohn gave a brief summary of the request for approval of the proposal from AECOM to assist the District in preparing and submitting the Title XVI and Prop. 1 application in pursuing grant funding from the Bureau of Reclamation's WaterSMART: Title XVI Water Reclamation and Reuse Program Funding (Tile XVI) and State Water Resources Control Board (SWRCB) Proposition 1

as potential sources to supplement the implementation of the District's recycled water service program. **This item will be on the August 19, 2015 District Board meeting agenda.**

**5. CAPACITY CERTIFICATION LETTERS - ADDENDUM #1 FOR MURIETA GARDENS I AND II AND THE RETREATS**

Paul Siebensohn gave a brief summary of the request for approval of Addendum 1 - Proposal for the Capacity Certification Letters regarding Murieta Gardens I and II and The Retreats. This addendum is related to the engineering reviews required to demonstrate the District has sufficient wastewater treatment, storage and disposal capacity to accommodate Murieta Gardens I and II and The Retreats. Funding for this effort is billed back to the development projects. **This item will be on the August 19, 2015 District Board meeting agenda.**

**7. DIRECTORS & STAFF COMMENTS/SUGGESTIONS**

Director Ferraro stated that she will be following up regarding the well.

Paul Siebensohn stated that there have been no complaints regarding water quality/taste.

Director Gumbinger commented on his moving from Rancho Murieta and resigning from the District Board, effective August 31, 2015. He commented on how much he has enjoyed living in the community and that the District staff has been wonderful to work with.

**7. ADJOURNMENT**

The meeting was adjourned at 9:10 a.m.

## MEMORANDUM

Date: August 12, 2015  
 To: Board of Directors  
 From: Eric Thompson, Controller  
 Subject: Bills Paid Listing

Enclosed is the Bills Paid Listing Report for **July 2015**. Please feel free to call me before the Board meeting regarding any questions you may have relating to this report. This information is provided to the Board to assist in answering possible questions regarding large expenditures.

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

Vendor	Project/Purpose	Amount	Funding
California Waste Recovery Systems	Solid Waste Monthly Contract	\$45,939.03	Operating Expense
GSRMA	Insurance	\$42,131.75	Operating Expense
PDF Tactical	Contract Security Guard	\$7,164.99	Operating Expense
Roebbelen Construction Management	WTP#1 Expansion	\$275,898.29	Construction Acct Funding, Bonds, Letter of Credit
Youngdahl Consulting Group, Inc.	WTP#1 Expansion	\$5,585.62	Construction Acct Funding, Bonds, Letter of Credit
CIA Ditch	CIA Ditch Expenses	\$5,298.33	Operating Expense
Bartkiewicz, Kronick & Shanahan	Legal Services	\$8,121.40	Operating Expense
HDR Engineering, Inc	WTP Expansion	\$14,122.03	Construction Acct Funding, Bonds, Letter of Credit
Regional Water Authority	Annual Dues 2015-2016	\$7,738.00	Operating Expense
Roebbelen Construction Management	WTP#1 Expansion	\$297,027.19	Construction Acct Funding, Bonds, Letter of Credit
S. M. U. D.	Monthly Bill	\$23,039.23	Operating Expense
Prodigy Electric & Controls	Various Electrical Repairs	\$15,381.04	Operating (\$8,996.10) & Construction Acct Funding (\$6,384.94)
GE Mobile Water Inc	WTP Expansion Temp Filtration	\$41,013.00	Operating Expense
Golden State Flow Measurement	3/4" Meters 7.5"(12) & 9"(12)	\$5,101.06	Operating Expense

**Rancho Murieta Community Services District**  
**Bills Paid Listing for May 2015**

Ck Number	Date	Vendor	Amount	Purpose
CM29703	7/3/2015	A Leap Ahead IT	\$3,585.07	Monthly IT Service
CM29704	7/3/2015	American Family Life Assurance Co.	\$544.11	Payroll
CM29705	7/3/2015	American Water Works Association	\$199.00	Annual Membership
CM29706	7/3/2015	Applications By Design, Inc.	\$148.00	Express Shipping - Barcodes
CM29707	7/3/2015	AT&T	\$50.00	Monthly Internet Bill-Security
CM29708	7/3/2015	AT&T	\$90.40	Monthly Cell Phone Bill
CM29709	7/3/2015	AT&T	\$1,846.87	Monthly Phone Bill
CM29710	7/3/2015	Better Presentation Systems, INC	\$454.00	Service Call-Board Room Audio
CM29711	7/3/2015	BlueLine Rental, LLC	\$2,727.00	Backhoe Rental 6/4-7/2/15
CM29712	7/3/2015	Borges & Mahoney	\$1,907.14	Maint & Rpr: Supplies
CM29713	7/3/2015	California Public Employees' Retirement Sys	\$34,920.96	Payroll
CM29714	7/3/2015	California Waste Recovery Systems	\$45,939.03	Solid Waste Monthly Contract
CM29715	7/3/2015	CWEA	\$84.00	Grade 2 Employee Certification
CM29716	7/3/2015	D. Martinez Construction	\$2,275.00	Kitchen Countertop/Cabinets
CM29717	7/3/2015	Daily Journal Corporation	\$341.28	Subscriber Renewal
CM29718	7/3/2015	Edward R. Bacon Company, Inc.	\$348.29	Asphalt Cutter (3)
CM29719	7/3/2015	Employment Development Department	\$2,423.60	Payroll
CM29720	7/3/2015	Express Office Products, Inc.	\$180.83	Office Supplies
CM29721	7/3/2015	Folsom Lake Fleet Services	\$875.67	Service: Truck #217
CM29722	7/3/2015	Franchise Tax Board	\$20.54	Payroll
CM29723	7/3/2015	GSRMA	\$42,131.75	Insurance
CM29724	7/3/2015	Groeniger & Company	\$3,917.16	Maint & Rpr : supplies
CM29725	7/3/2015	Guardian Life Insurance	\$6,205.31	Payroll
CM29726	7/3/2015	Legal Shield	\$55.63	Payroll
CM29727	7/3/2015	McMaster-Carr Supply Co.	\$924.74	Maint & Rpr : supplies
CM29728	7/3/2015	Nationwide Retirement Solution	\$861.00	Payroll
CM29729	7/3/2015	Old Republic Title	\$77.47	Platinum AR Refund
CM29730	7/3/2015	Operating Engineers Local Union No. 3	\$552.00	Payroll
CM29731	7/3/2015	P. E. R. S.	\$12,539.26	Payroll
CM29732	7/3/2015	PDF Tactical	\$7,164.99	Contract Security Guard
CM29733	7/3/2015	Prodigy Electric & Controls Inc.	\$15,381.04	VOIDED
CM29734	7/3/2015	Rancho Murieta Ace Hardware	\$91.72	Monthly Supplies
CM29735	7/3/2015	Rancho Murieta Association	\$447.22	SMUD @ N Gate
CM29736	7/3/2015	Roebbelen Construction Management Services	\$275,898.29	WTP #1 Expansion
CM29737	7/3/2015	Romo Landscaping	\$385.00	Landscaping
CM29738	7/3/2015	State Water Resources Control Board	\$70.00	Employee Certification Grade D1
CM29739	7/3/2015	Synectic Technologies	\$58.60	Battery Headset
CM29740	7/3/2015	TASC	\$122.69	Payroll
CM29741	7/3/2015	U.S. Bank Corp. Payment System	\$4,946.94	Monthly Gasoline Bill
CM29742	7/3/2015	U.S. HealthWorks Medical Group, PC	\$148.00	Fit 4 Duty Testing
CM29743	7/3/2015	USA Blue Book	\$3,174.94	Maint & Rpr : supplies
CM29744	7/3/2015	Vision Service Plan (CA)	\$497.92	Payroll
CM29745	7/3/2015	W.W. Grainger Inc.	\$1,052.86	Maint & Rpr: Supplies

**Rancho Murieta Community Services District**  
**Bills Paid Listing for May 2015**

Ck Number	Date	Vendor	Amount	Purpose
CM29746	7/3/2015	Wilbur-Ellis Company	\$3,493.58	Vectobac-midge treat/SeClear
CM29747	7/3/2015	Youngdahl Consulting Group, Inc.	\$5,585.62	WTP#1 Expansion
CM29748	7/3/2015	CIA Ditch	\$5,298.33	CIA Ditch Expenses
CM29749	7/3/2015	State Water Resources Control Board	\$1,455.00	WWRP Annual Lab. Cert Renewal
EFT	7/2/2015	EFTPS	\$9,728.69	Payroll
EFT	7/17/2015	EFTPS	\$10,522.61	Payroll
CM29750	7/17/2015	American Family Life Assurance Co.	\$544.11	Payroll
CM29751	7/17/2015	Applications By Design, Inc.	\$125.00	Security data backup
CM29752	7/17/2015	Aramark Uniform & Career Apparel, LLC	\$1,257.62	Uniform Service - Water
CM29753	7/17/2015	Bartkiewicz, Kronick & Shanahan	\$8,121.40	Legal Services
CM29754	7/17/2015	California Laboratory Services	\$1,609.16	Monthly Lab Tests
CM29755	7/17/2015	California Public Employees' Retirement Sys	\$8,579.00	Payroll
CM29756	7/17/2015	Caltronics Business Systems	\$1,604.66	Copier - Admin.
CM29757	7/17/2015	CDW Government Inc.	\$160.00	1 Year Sonicwall renewal WTP
CM29758	7/17/2015	Cell Energy Inc.	\$168.63	Battery/Charge Truck #520
CM29759	7/17/2015	CVCWA	\$2,150.00	2015-16 membership renewal
CM29760	7/17/2015	Chemtrade Chemicals US LLC	\$2,312.26	Liquid Alum
CM29761	7/17/2015	Capital One Commercial	\$351.47	Monthly Supplies
CM29762	7/17/2015	County of Sacramento	\$658.00	Hazardous Materials Permit
CM29763	7/17/2015	ECS House Industries, Inc.	\$3,256.51	Rebuild parts brush aerator
CM29764	7/17/2015	Employment Development Department	\$3,538.67	Payroll
CM29765	7/17/2015	Express Office Products, Inc.	\$191.90	Office Supplies
CM29766	7/17/2015	Folsom Lake Fleet Services	\$4,667.83	Service: Truck #212
CM29767	7/17/2015	Ford Motor Credit Company LLC	\$234.78	2012 Ford Escape Lease Pmt.
CM29768	7/17/2015	Greenfield Communications	\$142.97	Internet/TV
CM29769	7/17/2015	Groeniger & Company	\$2,547.48	Maint & Rpr: Supplies
CM29770	7/17/2015	Hastie's Capitol Sand and Gravel Co.	\$740.89	Fill Sand/AB road base
CM29771	7/17/2015	HDR Engineering, Inc	\$14,122.03	WTP 1 Expansion
CM29772	7/17/2015	Hunt & Sons, Inc	\$2,453.44	Diesel 800 gals (WWRP)
CM29773	7/17/2015	Kjeldsen, Sinnock & Neudeck, Inc.	\$1,348.22	Eng services Dam monument
CM29774	7/17/2015	Legal Shield	\$55.63	Payroll
CM29775	7/17/2015	Mountain Democrat, Inc	\$246.17	Ad Utility Wkr #1
CM29776	7/17/2015	Nationwide Retirement Solution	\$861.00	Payroll
CM29777	7/17/2015	Operating Engineers Local Union No. 3	\$552.00	Payroll
CM29778	7/17/2015	P. E. R. S.	\$1,700.00	GASB 68 Reporting Service Fee
CM29779	7/17/2015	Pape' Material Handling Inc.	\$917.42	Bobcat Repair
CM29780	7/17/2015	Plaza Foods Supermarket	\$1,547.01	Supplies
CM29781	7/17/2015	Public Agency Retirement Services	\$300.00	Trust Admin Fees
CM29782	7/17/2015	Rancho Murieta Association	\$150.00	Landscaping
CM29783	7/17/2015	Regional Water Authority	\$7,738.00	Annual dues 2015-2016
CM29784	7/17/2015	Roebbelen Construction Management Services	\$297,027.19	WTP #1 Expansion
CM29785	7/17/2015	S. M. U. D.	\$23,039.23	Monthly Bill
CM29786	7/17/2015	Sacramento Bee	\$491.34	Ad for Patrol Officer

**Rancho Murieta Community Services District**  
**Bills Paid Listing for May 2015**

Ck Number	Date	Vendor	Amount	Purpose
CM29787	7/17/2015	Sierra Chemical Co.	\$4,294.92	Chlorine
CM29788	7/17/2015	Sprint	\$1,227.49	Monthly Cell Phone Bill
CM29789	7/17/2015	State Water Resources Control Board	\$105.00	Employee Certification Renewal
CM29790	7/17/2015	Sutter EAP Resources	\$648.00	Payroll
CM29791	7/17/2015	Synectic Technologies	\$302.40	Hold Music USB/MP3
CM29792	7/17/2015	TASC	\$63.25	Payroll
CM29793	7/17/2015	TASC	\$122.69	Payroll
CM29794	7/17/2015	TelePacific Communications	\$543.37	Monthly Phone Bill
CM29795	7/17/2015	USA Blue Book	\$220.13	Maint & Rpr : supplies
CM29796	7/17/2015	W.W. Grainger Inc.	\$530.36	Maint & Rpr: Supplies
CM29797	7/17/2015	Wall Street Journal	\$482.03	Subscription renewal 9/15-9/16
CM29798	7/17/2015	Western Exterminator Co.	\$453.50	Mthly Srv & Rodent Control
EFT	7/27/2015	Pitney Bowes	\$1,500.00	Postage Refill
CM29799	7/29/2015	Prodigy Electric & Controls Inc.	\$15,381.04	Various Electrical Repairs
CM29800	7/31/2015	Action Cleaning Systems	\$1,208.52	Airfresheners
CM29801	7/31/2015	American Family Life Assurance Co.	\$544.11	Payroll
CM29802	7/31/2015	Applications By Design, Inc.	\$270.00	Reporting upgrades barcodes
CM29803	7/31/2015	Aramark Uniform & Career Apparel, LLC	\$288.24	Uniform Service - Water
CM29804	7/31/2015	AT&T	\$100.00	Monthly Internet Bill - Admin
CM29805	7/31/2015	AT&T	\$90.37	Monthly Phone Bill - Cell
CM29806	7/31/2015	AT&T	\$1,889.35	Monthly Phone Bill
CM29807	7/31/2015	BlueLine Rental, LLC	\$2,754.00	Backhoe rental 7/2/15-7/30/15
CM29808	7/31/2015	Borges & Mahoney	\$4,292.61	Chlorine System Service
CM29809	7/31/2015	Ray Bray	\$100.00	Toilet Rebate
CM29810	7/31/2015	BurdgeCooper	\$414.37	RMCS D Statements (1,000)
CM29811	7/31/2015	California Public Employees' Retirement Sys	\$10,436.87	Payroll
CM29812	7/31/2015	Chemtrade Chemicals US LLC	\$2,112.02	Liquid Alum
CM29813	7/31/2015	County of Sacramento	\$660.00	Annual Permit (Main Lift So.)
CM29814	7/31/2015	James Doran	\$188.91	WPRV/Drip/RHS rebates
CM29815	7/31/2015	Employment Development Department	\$2,455.33	Payroll
CM29816	7/31/2015	Environmental Resource Associates	\$606.21	Laboratory QC analysis
CM29817	7/31/2015	Express Office Products, Inc.	\$383.41	Office Supplies
CM29818	7/31/2015	Folsom Lake Fleet Services	\$55.77	12 point inspection #220
CM29819	7/31/2015	GE Mobile Water Inc.	\$41,013.00	WTP Expansion temp filtration
CM29820	7/31/2015	Golden State Flow Measurement	\$5,101.06	3/4" meters 7.5"(12) & 9" (24)
CM29821	7/31/2015	Government Finance Officers Assoc.	\$160.00	Membership 9/1/15-8/31/16
CM29822	7/31/2015	Insperty Time and Attendance	\$306.36	Timesheet support
CM29823	7/31/2015	Legal Shield	\$55.63	Payroll
CM29824	7/31/2015	Nationwide Retirement Solution	\$861.00	Payroll
CM29825	7/31/2015	Operating Engineers Local Union No. 3	\$576.00	Payroll
CM29826	7/31/2015	Gerald Pasek	\$100.00	HWRP Rebate
CM29827	7/31/2015	John Petersen	\$100.00	Toilet Rebate
CM29828	7/31/2015	Pitney Bowes	\$707.32	Postage machine lease



**Rancho Murieta Community Services District**  
**Bills Paid Listing for May 2015**

Ck Number	Date	Vendor	Amount	Purpose
CM29829	7/31/2015	Frank Pumilia	\$100.00	HWRP Rebate
CM29830	7/31/2015	Rancho Murieta Association	\$395.72	SMUD @ N Gate
CM29831	7/31/2015	Romo Landscaping	\$385.00	Landscaping
CM29832	7/31/2015	Sacramento Bee	\$472.16	Subscription renewal 2015-2016
CM29833	7/31/2015	Keith Swanson	\$100.00	HWRP Rebate
CM29834	7/31/2015	TASC	\$122.69	Payroll
CM29835	7/31/2015	Michael Thompson	\$100.00	Toilet Rebate
CM29836	7/31/2015	U.S. HealthWorks Medical Group, PC	\$133.00	Pre Employment Screening
CM29837	7/31/2015	Underground Service Alert of N, Cal and Nev	\$162.65	Annual Membership
CM29838	7/31/2015	USA Blue Book	\$3,073.36	Maint & Rpr: Supplies
CM29839	7/31/2015	Vicky Vermeulen	\$100.00	Toilet Rebate
CM29840	7/31/2015	W.W. Grainger Inc.	\$1,292.45	Maint & Rpr: supplies
CM29841	7/31/2015	Waterwise Consulting, INC	\$140.00	Waterwise house call
CM29842	7/31/2015	Wilbur-Ellis Company	\$2,871.61	Seclear/Vectobac
EFT	7/31/2015	EFTPS	\$9,820.87	Payroll
		<b>TOTAL</b>	<b>\$1,014,853.28</b>	
		<b><u>CFD#1 Bank of America Checking</u></b>		
CM2751	7/3/2015	Bank of America	\$101.45	CFD#1 Admin Costs
CM2752	7/31/2015	Bank of America	\$74.90	CFD#1 Admin Costs
		<b>TOTAL</b>	<b>\$176.35</b>	
		<b><u>CFD 2014-1 Bank of America Checking</u></b>		
CM2006	7/17/2015	Corelogic Solutions, LLC	\$182.00	CFD 2014 #1 Adm cost
		<b>TOTAL</b>	<b>\$182.00</b>	
		<b><u>EL DORADO PAYROLL</u></b>		
Checks: # CM11325 to CM11337 and Direct Deposits: DD08156 to DD08252			\$ 172,849.89	Payroll
EFT	7/31/2015	National Payment Corp	\$206.87	Payroll
		<b>TOTAL</b>	<b>\$173,056.76</b>	

## MEMORANDUM

Date: August 14, 2015  
To: Board of Directors  
From: Darlene J. Gillum, General Manager  
Subject: General Manager's Report

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Following are highlights since our last Board Meeting:

### **FINANCE/IT**

Debby has worked with our billing system programmers to implement e-billing into our billing system. They have completed the work and the option will be available for registering with the August billing statements. We will include an article in the August Pipeline announcing the availability of e-billing. A rough estimate of cost savings per e-billing statement is about \$.70 each. The estimated savings includes the cost of the paper statement, printing, envelopes, and postage.

### **SECURITY**

Chief Remson has extended an offer for the full-time Patrol Officer vacancy. The individual has accepted the offer and is in the process of completing the required pre-employment examinations.

Suzanne will coordinate schedules for the next Security Gate Policy Ad-hoc committee meeting with a target of having the meeting by the end of August.

### **WATER**

Water Treatment Plant production flow has averaged 1.6 mgd due to the seasonably mild weather for July and into August. The community achieved 36.6% conservation in July as compared to July 2013. Residential gallons per capita per day (R-GPCD) for July was 213 gallons; an increase of just 1.4% over June's R-GPCD.

### **WASTEWATER**

We are continuing to provide reclaimed water to the Country Club for golf course irrigation.

### **DRAINAGE**

Midges seem to be worse this year than in recent years. Residents around Laguna Joaquin have submitted complaints on the large numbers of these irritating pests. Paul applied 2 treatments in June and 2 treatments in July. He is preparing for another treatment by the end of this week or early next week.

**SOLID WASTE**

We are working on a modification for the contract between the District and California Waste Recovery Services to correct an omission of language covering CAL-Waste's service of providing replacement recycle carts when residents contaminate the carts. We expect to have this ready for the September 2, 2015 Special Board meeting.

**DEVELOPMENT**

Maddaus Water Management is working on the Water Supply Assessment requested by the County and required by SB610. Our target is to have the first draft presented to the Board at the September 2, 2015 Special Board Meeting.

## MEMORANDUM

Date: August 12, 2015  
 To: Board of Directors  
 From: Eric Thompson, Controller  
 Subject: Administration / Financial Reports

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Enclosed is a combined financial summary report for **July 2015**. Following are highlights from various internal financial reports. Please feel free to call me before the Board meeting regarding any questions you may have relating to these reports.

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

**Water Consumption** - Listed below are year-to-date water consumption numbers using weighted averages:

		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
	<b>12 month rolling % increase</b>												
<b>Residences</b>	0.2%	2,517											
		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
	<b>Weighted average</b>												
<b>Cubic Feet</b>	1,854	1,854											
<b>Gallons per day</b>	462	462											
<b>Planning Usage GPD</b>	583												

**Lock-Offs** - For the month of July, there were 19 lock-offs.

**Aging Report** – Delinquent accounts total \$66,868 which is 11.58% of the total accounts receivable balance of \$577,530. Past due receivables have increased approximately 2.01% or \$14,350 since June.

**Summary of Reserve Accounts as of July 31, 2015** – The District’s reserve accounts decreased (\$343,104) during the month of July 2015 on account of the two payment applications that were made on the WTP#1 expansion project. Because of these payments, the WTP#1 Construction Fund currently has a negative (\$145K) balance. Staff submitted a demand request to the developer for \$1,036,793 to cover their share of project expenses. The total amount of reserves held by the District as of July 31, 2015 is \$4,209,663. Please note that all Debt Service Reserve Funds have been closed and consolidated with their associated reserve accounts. See the Reserve Fund Balances table below for information by specific reserve account.

**Reserve Fund Balances (beginning balances adjusted for WTP Construction Fund)**

<i>Reserve Descriptions</i>	<i>Fiscal Yr Beg Balance July 1, 2015</i>	<i>YTD Collected &amp; Interest Earned</i>	<i>YTD Spent</i>	<i>Period End Balance July 31, 2015</i>
Water Capital Replacement (200-2505)	671,239	17,724	(0)	688,962
Sewer Capital Replacement (250-2505)	1,475,914	29,165	(0)	1,505,079
Drainage Capital Replacement (260-2505)	46,370	3	(0)	46,374
Security Capital Replacement (500-2505)	20,602	3,983	(2,048)	22,537
Admin Capital Replacement (xxx-2505-99)	38,386	0	(0)	38,386
Sewer Capital Improvement Connection (250-2500)	4,028	0	(0)	4,028
Capital Improvement (xxx-2510)	291,453	3,130	(0)	294,583
Water Supply Augmentation (200-2511)	1,751,059	3,967	(0)	1,755,026
WTP Construction Fund Reserve (200-2513)	253,716	15,627	(414,655)	(145,312)
<b>Total Reserves</b>	<b>4,552,767</b>	<b>73,599</b>	<b>(416,703)</b>	<b>4,209,663</b>

**Inter-fund Borrowing Balances**

<i>Inter-fund Borrowing</i>	<i>Fiscal Yr Beg Balance July 1, 2015</i>	<i>YTD Interest</i>	<i>YTD Repayment</i>	<i>Period End Balance July 31, 2015</i>
Sewer Loan to WTP Construction Fund	1,418,143	378	(12,078)	1,406,443
WSA Loan to WTP Construction Fund	472,714	126	(4,026)	468,814
N. Gate Security Loan from Drainage Fund	108,875	29	(1,932)	106,972
<b>Total Inter-fund Borrowing</b>	<b>1,999,732</b>	<b>533</b>	<b>(18,036)</b>	<b>1,982,229</b>

**PARS GASB 45 Trust** - The PARS GASB 45 Trust, which is the investment trust established to fund Other Post Employment Benefits, had the following returns:

Period ended June 30, 2015		
1-Month	3-Months	1-Year
-1.42%	-0.76%	2.58%

**Financial Summary Report (year-to-date through July 31, 2015)**

**Revenues:**

**Water Charges**, year-to-date, are **below** budget \$28,456 or (13.6%)

**Sewer Charges**, year-to-date, are **above** budget \$106 or 0.1%

**Drainage Charges**, year-to-date, are **below** budget \$8 or (0.1%)

**Security Charges**, year-to-date, are **above** budget \$220 or 0.2%

**Solid Waste Charges**, year-to-date, are **below budget \$69 or (0.1%)**

**Total Revenues**, which includes other income, property taxes, and interest income year-to-date, are **below budget \$18,477 or (3.4%)** (Water Conservation Efforts - YTD residential water usage is down 21.8% compared to budget).

**Expenses:** Year-to-date total operating expenses are **below budget \$78,564 or (16.9%)**. There have been no operational reserve expenditures so far this year. Operational reserve expenditures cover projects funded from reserves which are also recorded as operational expenses through the income statement as required by Generally Accepted Accounting Principles (GAAP).

**Water Expenses**, year-to-date, are **below budget \$35,095 or (22.0%)**. Salaries, wages and employee-related costs were over for the month but were offset by the capitalized labor directly related to the WTP Expansion project. Most operating expense accounts were under budget with the largest variances occurring in chemicals, purchased power (SMUD), and maintenance and repair.

**Sewer Expenses**, year-to-date, are **below budget by \$23,787 or (32.1%)**. Reductions in labor charges (payroll + employer costs) make up about half of this variance, which is the result of the reallocation of labor during the WTP construction. Additional savings were seen in maintenance and repairs and consulting-related expenses.

**Drainage Expenses**, year-to-date, are **below budget by \$2,505 or (24.1%)**. Savings were seen in maintenance and repairs, equipment rental, and consulting-related expenses.

**Security Expenses**, year-to-date, are **below budget by \$11,396 or (13.4%)**. The bulk of the savings in July was in below budget salaries, wages, and employee-related costs. Additional savings were seen in vehicle maintenance, vehicle fuel and equipment maintenance.

**Solid Waste Expenses**, year-to-date, are **above budget by \$6 or 0.0%**.

**General Expenses**, year-to-date, are **below budget by \$5,788 or (6.7%)**. Savings in IT systems expenses were offset by over-budget legal expenditures. The timing of employee-related costs along with savings in office supplies and copy costs were primarily responsible for the under run of budgeted costs.

**Net Income:** Year-to-date unadjusted net income, before depreciation, is \$141,776 versus a budget of \$81,689. Net income/(Loss) adjusted for estimated depreciation expense is \$51,973.

The YTD expected net operating income before depreciation, per the 2015-2016 budget is \$44,782.

**Rancho Murieta Community Services District**  
**Summary Budget Performance Report**  
**YTD THROUGH JULY 2015**

	% of Total	Annual Budget	% of Total	YTD Budget	YTD Actuals	% of Total	YTD VARIANCE	
							Amount	%
<b>REVENUES</b>								
Water Charges	33.1%	\$2,009,940	38.4%	\$209,694	\$181,238	34.4%	(\$28,456)	(13.6%)
Sewer Charges	22.0%	1,331,590	20.2%	110,272	110,378	20.9%	106	0.1%
Drainage Charges	3.1%	187,130	2.9%	15,595	15,587	3.0%	(8)	(0.1%)
Security Charges	20.7%	1,253,900	19.1%	104,491	104,711	19.9%	220	0.2%
Solid Waste Charges	10.5%	636,658	9.7%	53,055	52,986	10.0%	(69)	(0.1%)
Other Income	1.9%	116,750	1.6%	8,520	18,379	3.5%	9,859	115.7%
Interest Earnings	0.0%	1,090	0.0%	251	122	0.0%	(129)	(51.4%)
Property Taxes	8.7%	528,480	8.1%	44,040	44,040	8.3%		0.0%
<b>Total Revenues</b>	<b>100.0%</b>	<b>6,065,538</b>	<b>100.0%</b>	<b>545,918</b>	<b>527,441</b>	<b>100.0%</b>	<b>(18,477)</b>	<b>(3.4%)</b>
<b>OPERATING EXPENSES</b>								
<b>Water/Sewer/Drainage</b>								
Wages	14.7%	887,710	13.1%	60,800	59,810	15.5%	(990)	(1.6%)
Employer Costs	7.2%	430,690	7.2%	33,300	33,003	8.6%	(297)	(0.9%)
Capital Project Labor Alloc	0.0%		0.0%		(14,121)	-3.7%	(14,121)	0.0%
Power	7.5%	453,900	2.6%	12,064	9,125	2.4%	(2,939)	(24.4%)
Chemicals	3.4%	204,400	3.4%	15,900	12,185	3.2%	(3,715)	(23.4%)
Maint & Repair	6.0%	359,220	5.0%	23,000	6,784	1.8%	(16,216)	(70.5%)
Meters/Boxes	0.9%	54,000	1.0%	4,750	5,101	1.3%	351	7.4%
Lab Tests	0.7%	44,200	0.4%	1,850	2,061	0.5%	211	11.4%
Permits	1.2%	73,100	1.7%	7,715	7,723	2.0%	8	0.1%
Training/Safety	0.4%	21,500	0.7%	3,200	320	0.1%	(2,880)	(90.0%)
Equipment Rental	1.0%	57,500	1.2%	5,550	2,948	0.8%	(2,602)	(46.9%)
Other	7.5%	454,166	16.4%	76,000	57,804	15.0%	(18,196)	(23.9%)
<b>Subtotal Water/Sewer/Drainage</b>	<b>50.5%</b>	<b>3,040,386</b>	<b>52.6%</b>	<b>244,129</b>	<b>182,743</b>	<b>47.4%</b>	<b>(61,386)</b>	<b>(25.1%)</b>
<b>Security</b>								
Wages	11.1%	671,100	10.1%	46,700	41,144	10.7%	(5,556)	(11.9%)
Employer Costs	6.4%	386,400	6.5%	30,000	25,796	6.7%	(4,204)	(14.0%)
Off Duty Sheriff Patrol	0.1%	4,000	0.0%			0.0%		0.0%
Other	1.9%	113,360	1.8%	8,126	6,491	1.7%	(1,635)	(20.1%)
<b>Subtotal Security</b>	<b>19.5%</b>	<b>1,174,860</b>	<b>18.3%</b>	<b>84,826</b>	<b>73,431</b>	<b>19.0%</b>	<b>(11,395)</b>	<b>(13.4%)</b>
<b>Solid Waste</b>								
CWRS Contract	9.2%	556,740	10.0%	46,395	46,376	12.0%	(19)	0.0%
Sacramento County Admin Fee	0.6%	34,740	0.6%	2,895	2,920	0.8%	25	0.9%
HHW Event	0.1%	9,000	0.0%			0.0%		0.0%
<b>Subtotal Solid Waste</b>	<b>10.0%</b>	<b>600,480</b>	<b>10.6%</b>	<b>49,290</b>	<b>49,296</b>	<b>12.8%</b>	<b>6</b>	<b>0.0%</b>
<b>General / Admin</b>								
Wages	8.4%	505,100	7.2%	33,200	33,595	8.7%	395	1.2%
Employer Costs	5.0%	302,200	5.0%	23,200	20,576	5.3%	(2,624)	(11.3%)
Insurance	1.4%	86,400	1.6%	7,200	7,253	1.9%	53	0.7%
Legal	0.7%	42,000	0.8%	3,500	6,990	1.8%	3,490	99.7%
Office Supplies	0.4%	22,800	0.4%	1,900	745	0.2%	(1,155)	(60.8%)
Director Meetings	0.3%	18,000	0.3%	1,500	800	0.2%	(700)	(46.7%)
Telephones	0.1%	6,000	0.1%	500	361	0.1%	(139)	(27.8%)
Information Systems	1.3%	79,400	1.0%	4,658	1,174	0.3%	(3,484)	(74.8%)
Community Communications	0.1%	5,900	0.1%	450		0.0%	(450)	(100.0%)
Postage	0.4%	22,200	0.4%	1,850	1,500	0.4%	(350)	(18.9%)
Janitorial/Landscape Maint	0.3%	17,820	0.3%	1,485	1,043	0.3%	(442)	(29.8%)
Other	1.6%	97,210	1.4%	6,541	6,158	1.6%	(383)	(5.9%)
<b>Subtotal General / Admin</b>	<b>20.0%</b>	<b>1,205,030</b>	<b>18.5%</b>	<b>85,984</b>	<b>80,195</b>	<b>20.8%</b>	<b>(5,789)</b>	<b>(6.7%)</b>
<b>Total Operating Expenses</b>	<b>100.0%</b>	<b>6,020,756</b>	<b>100.0%</b>	<b>464,229</b>	<b>385,665</b>	<b>100.0%</b>	<b>(78,564)</b>	<b>(16.9%)</b>
<b>Operating Income (Loss)</b>	<b>100.0%</b>	<b>44,782</b>	<b>100.0%</b>	<b>81,689</b>	<b>141,776</b>	<b>100.0%</b>	<b>60,087</b>	<b>73.6%</b>
<b>Non-Operating Expenses</b>								
<b>Net Income (Loss)</b>	<b>100.0%</b>	<b>44,782</b>	<b>100.0%</b>	<b>81,689</b>	<b>141,776</b>	<b>100.0%</b>	<b>60,087</b>	<b>73.6%</b>

**Rancho Murieta Community Services District**  
**Budget Performance Report by FUND**  
**YTD THROUGH JULY 2015**

	% of Total	Annual Budget	% of Total	YTD Budget	YTD Actuals	% of Total	YTD VARIANCE	
							Amount	%
<b>WATER</b>								
<b>REVENUES</b>								
Water Charges	98.3%	\$2,009,940	99.0%	\$209,694	\$181,238	94.7%	(\$28,456)	(13.6%)
Interest Earnings	0.0%	80	0.0%	20	71	0.0%	51	255.0%
Other Income	1.7%	34,850	1.0%	2,092	10,124	5.3%	8,032	383.9%
<b>Total Water Revenues</b>	<b>100.0%</b>	<b>2,044,870</b>	<b>100.0%</b>	<b>211,806</b>	<b>191,433</b>	<b>100.0%</b>	<b>(20,373)</b>	<b>(9.6%)</b>
<b>EXPENSES (excluding depreciation)</b>								
Wages	27.2%	479,360	20.6%	32,832	40,115	32.2%	7,283	22.2%
Employer Costs	13.2%	232,890	11.3%	17,982	20,868	16.8%	2,886	16.0%
Capital Project Labor Alloc	0.0%		0.0%		(14,121)	-11.3%	(14,121)	0.0%
Power	17.2%	303,400	5.2%	8,264	5,331	4.3%	(2,933)	(35.5%)
Chemicals	7.1%	124,500	6.9%	11,000	5,650	4.5%	(5,350)	(48.6%)
T&O - Chemicals/Treatment	0.4%	7,200	0.8%	1,200	2,011	1.6%	811	67.6%
Maint & Repair	9.1%	161,070	6.9%	11,000	2,719	2.2%	(8,281)	(75.3%)
Meters/Boxes	3.1%	54,000	3.0%	4,750	5,101	4.1%	351	7.4%
Lab Tests	1.6%	28,000	0.3%	500		0.0%	(500)	(100.0%)
Permits	1.8%	32,000	1.6%	2,500	3,238	2.6%	738	29.5%
Training/Safety	0.5%	9,300	0.5%	750	204	0.2%	(546)	(72.8%)
Equipment Rental	2.1%	37,000	1.7%	2,700	1,474	1.2%	(1,226)	(45.4%)
Other Direct Costs	16.6%	292,906	41.4%	66,096	51,889	41.7%	(14,207)	(21.5%)
<b>Operational Expenses</b>	<b>100.0%</b>	<b>1,761,626</b>	<b>100.0%</b>	<b>159,574</b>	<b>124,479</b>	<b>100.0%</b>	<b>(35,095)</b>	<b>(22.0%)</b>
<b>Water Income (Loss)</b>	<b>16.1%</b>	<b>283,244</b>	<b>32.7%</b>	<b>52,232</b>	<b>66,954</b>	<b>53.8%</b>	<b>14,722</b>	<b>28.2%</b>
<b>38.9% Net Admin Alloc</b>	<b>16.1%</b>	<b>283,529</b>	<b>11.3%</b>	<b>18,071</b>	<b>15,718</b>	<b>12.6%</b>	<b>(2,353)</b>	<b>(13.0%)</b>
<b>Total Net Income (Loss)</b>	<b>0.0%</b>	<b>(285)</b>	<b>21.4%</b>	<b>34,161</b>	<b>51,236</b>	<b>41.2%</b>	<b>17,075</b>	<b>50.0%</b>
<b>SEWER</b>								
<b>REVENUES</b>								
Sewer Charges	98.5%	1,331,590	98.7%	110,272	110,378	98.6%	106	0.1%
Interest Earnings	0.0%	140	0.0%	30	15	0.0%	(15)	(50.0%)
Other Income	1.5%	20,140	1.3%	1,432	1,511	1.4%	79	5.5%
<b>Total Sewer Revenues</b>	<b>100.0%</b>	<b>1,351,870</b>	<b>100.0%</b>	<b>111,734</b>	<b>111,904</b>	<b>100.0%</b>	<b>170</b>	<b>0.2%</b>
<b>EXPENSES (excluding depreciation)</b>								
Wages	30.5%	346,210	32.0%	23,712	15,294	30.4%	(8,418)	(35.5%)
Employer Costs	14.8%	167,700	17.5%	12,987	9,706	19.3%	(3,281)	(25.3%)
Power	12.4%	140,700	4.6%	3,400	3,607	7.2%	207	6.1%
Chemicals	6.2%	70,300	4.7%	3,500	3,663	7.3%	163	4.7%
Maint & Repair	16.4%	186,250	14.8%	11,000	4,065	8.1%	(6,935)	(63.0%)
Lab Tests	1.4%	16,200	1.8%	1,350	2,061	4.1%	711	52.7%
Permits	3.1%	35,100	7.0%	5,215	4,485	8.9%	(730)	(14.0%)
Training/Safety	1.1%	12,200	3.3%	2,450	116	0.2%	(2,334)	(95.3%)
Equipment Rental	1.4%	16,000	3.2%	2,350	1,474	2.9%	(876)	(37.3%)
Other Direct Costs	12.8%	145,270	11.1%	8,209	5,915	11.7%	(2,294)	(27.9%)
<b>Operational Expenses</b>	<b>100.0%</b>	<b>1,135,930</b>	<b>100.0%</b>	<b>74,173</b>	<b>50,386</b>	<b>100.0%</b>	<b>(23,787)</b>	<b>(32.1%)</b>
<b>Sewer Income (Loss)</b>	<b>19.0%</b>	<b>215,940</b>	<b>50.6%</b>	<b>37,561</b>	<b>61,518</b>	<b>122.1%</b>	<b>23,957</b>	<b>63.8%</b>
<b>29.7% Net Admin Alloc</b>	<b>19.1%</b>	<b>216,475</b>	<b>18.6%</b>	<b>13,797</b>	<b>12,001</b>	<b>23.8%</b>	<b>(1,796)</b>	<b>(13.0%)</b>
<b>Total Net Income (Loss)</b>	<b>0.0%</b>	<b>(535)</b>	<b>32.0%</b>	<b>23,764</b>	<b>49,517</b>	<b>98.3%</b>	<b>25,753</b>	<b>108.4%</b>
<b>DRAINAGE</b>								
<b>REVENUES</b>								
Drainage Charges	100.0%	187,130	99.9%	15,595	15,587	100.0%	(8)	(0.1%)
Interest Earnings	0.0%	50	0.1%	15		0.0%	(15)	(100.0%)
<b>Total Drainage Revenues</b>	<b>100.0%</b>	<b>187,180</b>	<b>100.0%</b>	<b>15,610</b>	<b>15,587</b>	<b>100.0%</b>	<b>(23)</b>	<b>(0.1%)</b>
<b>EXPENSES (excluding depreciation)</b>								
Wages	43.5%	62,140	41.0%	4,256	4,401	55.9%	145	3.4%
Employer Costs	21.1%	30,100	22.5%	2,331	2,429	30.8%	98	4.2%
Power	6.9%	9,800	3.9%	400	187	2.4%	(213)	(53.3%)
Chemicals	1.7%	2,400	1.9%	200	860	10.9%	660	330.0%
Maint & Repair	8.3%	11,900	9.6%	1,000		0.0%	(1,000)	(100.0%)
Permits	4.2%	6,000	0.0%			0.0%		0.0%
Equipment Rental	3.2%	4,500	4.8%	500		0.0%	(500)	(100.0%)
Other Direct Costs	11.2%	15,990	16.3%	1,695		0.0%	(1,695)	(100.0%)
<b>Operational Expenses</b>	<b>100.0%</b>	<b>142,830</b>	<b>100.0%</b>	<b>10,382</b>	<b>7,877</b>	<b>100.0%</b>	<b>(2,505)</b>	<b>(24.1%)</b>
<b>Drainage Income (Loss)</b>	<b>31.1%</b>	<b>44,350</b>	<b>50.4%</b>	<b>5,228</b>	<b>7,710</b>	<b>97.9%</b>	<b>2,482</b>	<b>47.5%</b>
<b>6.1% Net Admin Alloc</b>	<b>31.1%</b>	<b>44,461</b>	<b>27.3%</b>	<b>2,834</b>	<b>2,465</b>	<b>31.3%</b>	<b>(369)</b>	<b>(13.0%)</b>
<b>Total Net Income (Loss)</b>	<b>-0.1%</b>	<b>(111)</b>	<b>23.1%</b>	<b>2,394</b>	<b>5,245</b>	<b>66.6%</b>	<b>2,851</b>	<b>119.1%</b>
<b>SECURITY</b>								
<b>REVENUES</b>								
Security Charges	91.6%	1,253,900	91.6%	104,491	104,711	90.5%	220	0.2%
Interest Earnings	0.0%	400	0.1%	100	19	0.0%	(81)	(81.0%)
Property Tax	4.8%	65,040	4.7%	5,420	5,420	4.7%		0.0%
Other Income	3.6%	49,160	3.6%	4,096	5,582	4.8%	1,486	36.3%



**Rancho Murieta Community Services District**  
**Budget Performance Report by FUND**  
**YTD THROUGH JULY 2015**

	% of Annual		% of YTD		YTD		YTD VARIANCE	
	Total	Budget	Total	Budget	Actuals	Total	Amount	%
<b>Total Security Revenues</b>	<b>100.0%</b>	<b>\$1,368,500</b>	<b>100.0%</b>	<b>\$114,107</b>	<b>\$115,732</b>	<b>100.0%</b>	<b>\$1,625</b>	<b>1.4%</b>
<b>EXPENSES (excluding depreciation)</b>								
Wages	57.1%	671,100	55.1%	46,700	41,144	56.0%	(5,556)	(11.9%)
Employer Costs	32.9%	386,400	35.4%	30,000	25,796	35.1%	(4,204)	(14.0%)
Equipment Repairs	0.4%	4,900	0.4%	367	408	0.6%	41	11.2%
Vehicle Maintenance	0.8%	9,600	0.9%	800		0.0%	(800)	(100.0%)
Vehicle Fuel	1.7%	19,390	2.1%	1,800	1,490	2.0%	(310)	(17.2%)
Off Duty Sheriff Patrol	0.3%	4,000	0.0%			0.0%		0.0%
Other	6.8%	79,470	6.1%	5,159	4,592	6.3%	(567)	(11.0%)
<b>Operational Expenses</b>	<b>100.0%</b>	<b>1,174,860</b>	<b>100.0%</b>	<b>84,826</b>	<b>73,430</b>	<b>100.0%</b>	<b>(11,396)</b>	<b>(13.4%)</b>
<b>Security Income (Loss)</b>	<b>16.5%</b>	<b>193,640</b>	<b>34.5%</b>	<b>29,281</b>	<b>42,302</b>	<b>57.6%</b>	<b>13,021</b>	<b>44.5%</b>
<b>20.3% Net Admin Alloc</b>	<b>12.6%</b>	<b>147,961</b>	<b>11.1%</b>	<b>9,430</b>	<b>8,202</b>	<b>11.2%</b>	<b>(1,228)</b>	<b>(13.0%)</b>
<b>Total Net Income (Loss)</b>	<b>3.9%</b>	<b>45,679</b>	<b>23.4%</b>	<b>19,851</b>	<b>34,100</b>	<b>46.4%</b>	<b>14,249</b>	<b>71.8%</b>
<b>SOLID WASTE REVENUES</b>								
Solid Waste Charges	100.0%	636,658	99.9%	53,055	52,986	100.0%	(69)	(0.1%)
Interest Earnings	0.0%	300	0.1%	75	8	0.0%	(67)	(89.3%)
<b>Total Solid Waste Revenues</b>	<b>100.0%</b>	<b>636,958</b>	<b>100.0%</b>	<b>53,130</b>	<b>52,994</b>	<b>100.0%</b>	<b>(136)</b>	<b>(0.3%)</b>
<b>EXPENSES (excluding depreciation)</b>								
CWRS Contract	92.7%	556,740	94.1%	46,395	46,376	94.1%	(19)	0.0%
Sacramento County Admin Fee	5.8%	34,740	5.9%	2,895	2,920	5.9%	25	0.9%
HHW Event	1.5%	9,000	0.0%			0.0%		0.0%
<b>Operational Expenses</b>	<b>100.0%</b>	<b>600,480</b>	<b>100.0%</b>	<b>49,290</b>	<b>49,296</b>	<b>100.0%</b>	<b>6</b>	<b>0.0%</b>
<b>Solid Waste Income (Loss)</b>	<b>6.1%</b>	<b>36,478</b>	<b>7.8%</b>	<b>3,840</b>	<b>3,698</b>	<b>7.5%</b>	<b>(142)</b>	<b>(3.7%)</b>
<b>5.0% Net Admin Alloc</b>	<b>6.1%</b>	<b>36,444</b>	<b>4.7%</b>	<b>2,323</b>	<b>2,020</b>	<b>4.1%</b>	<b>(303)</b>	<b>(13.0%)</b>
<b>Total Net Income (Loss)</b>	<b>0.0%</b>	<b>34</b>	<b>3.1%</b>	<b>1,517</b>	<b>1,678</b>	<b>3.4%</b>	<b>161</b>	<b>10.6%</b>
<b>OVERALL NET INCOME(LOSS)</b>	<b>100.0%</b>	<b>44,782</b>	<b>100.0%</b>	<b>81,687</b>	<b>141,776</b>	<b>100.0%</b>	<b>60,089</b>	<b>73.6%</b>

# RANCHO MURIETA COMMUNITY SERVICES DISTRICT

## INVESTMENT REPORT

<i>INSTITUTION</i>	<i>CASH BALANCE AS OF JULY 31, 2015</i>	<i>YIELD</i>	<i>BALANCE</i>
<b>CSD FUNDS</b>			
<i>EL DORADO SAVINGS BANK</i>			
SAVINGS		0.03%	\$ 43,843.32
CHECKING		0.02%	\$ 17,035.24
PAYROLL		0.02%	\$ 5,116.41
<i>AMERICAN WEST BANK</i>			
EFT		0.05%	\$ 3,610.01
<i>LOCAL AGENCY INVESTMENT FUND (LAIF)</i>			
UNRESTRICTED			\$ 2,282,615.70
RESTRICTED RESERVES		0.32%	\$ 3,375,247.35
<i>CALIFORNIA ASSET MGMT (CAMP)</i>			
OPERATION ACCOUNT		0.08%	\$ 598,572.78
<i>UNION BANK</i>			
PARS GASB45 TRUST (balance as of 7/31/15)			\$ 930,036.01
<b>TOTAL</b>			<b>\$ 7,256,076.82</b>
<b>BOND FUNDS</b>			
<b>COMMUNITY FACILITIES DISTRICT NO. 1 (CFD)</b>			
<i>BANK OF AMERICA</i>			
CHECKING		0.00%	\$ 21,730.37
<i>CALIFORNIA ASSET MGMT (CAMP)</i>			
SPECIAL TAX		0.08%	\$ 8,309.76
<b>COMMUNITY FACILITIES DISTRICT NO. 2014-1 (CFD)</b>			
<i>BANK OF AMERICA</i>			
CHECKING		0.00%	\$ 902,336.97
<i>WILMINGTON TRUST</i>			
BOND RESERVE FUND		0.02%	\$ 391,597.49
BOND ADMIN EXPENSE		0.02%	\$ 40,403.49
BOND SPECIAL TAX FUND		0.02%	\$ 523,169.76
BOND ACQ & CONSTRUCTION		0.02%	\$ 800.47
BOND REDEMPTION ACCOUNT		0.00%	\$ -
BOND COI		0.00%	\$ -
BOND SURPLUS		0.00%	\$ -
			<b>\$ 1,888,348.31</b>
<b>TOTAL ALL FUNDS</b>			<b>\$ 9,144,425.13</b>

The investments comply with the CSD adopted investment policy.

PREPARED BY: Eric Thompson, Controller

## MEMORANDUM

Date: August 13, 2015  
To: Board of Directors  
From: Greg Remson, Security Chief  
Subject: Security Report for the Month of July 2015

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### OPERATIONS

The 4<sup>th</sup> of July went well from a security standpoint. Patrol and Gate Officers were busy but there were no major incidents. As usual on a major holiday, the North and South gates were very busy. Gate Officers did a good job processing the many vehicles coming to visit. The new fireworks set up on the floating dock worked well.

The new Gate Officer has completed training and is on his own working swing shift. A job offer has been made for the Patrol Officer position and he is in the pre-employment process.

### INCIDENTS OF NOTE

July 7, Tuesday, reported at 3:28 a.m. on Lindero Lane. DUI arrest. An 18 year old resident, while driving at an excessive speed, ran off the roadway, struck a fire hydrant, a large landscape rock, and the side of a house. The driver was transported to the hospital by ambulance with a minor injury. He was later arrested by California Highway Patrol (CHP) for DUI.

July 9, Thursday, reported at 11:20 a.m. on Sonora Drive. A large landscaping rock was taken from the front yard.

July 9, Thursday, reported at 11:56 p.m. at Murieta Plaza. Curfew, minor in possession of alcohol. The Patrol Officer, while on routine patrol, observed a group of teens roaming around the Plaza. They fled the area upon seeing the Patrol Officer. A back pack containing alcohol was located. Sacramento County Sheriff's Department (SSD) responded for assistance. One subject was uncooperative with SSD, and was cited for curfew, others were released to their parents. All were non-residents of Rancho Murieta.

July 11, Saturday, reported at 7:24 p.m. on Cortina Court. Garage burglary. Overnight subjects entered the garage through an unlocked side door and removed property.

July 11, Saturday, reported at 11:53 p.m. on Pera Drive. Theft. Property was taken from an unlocked vehicle that was parked in the street overnight.

July 15, Wednesday, reported at 9:51 a.m. on Pera Drive. (Occurred overnight on July 6-7) Theft from an unlocked vehicle that was parked in the driveway.

July 20, Monday, reported at 10:51 p.m. at the airport. Fuel spill. Report of a gas smell. A small spill was located near the storage tanks. Sacramento Metro Fire Department (SMFD) and the airport owner handled the incident.

July 21, Tuesday, reported at 11:37 a.m. at the Rancho Murieta Association (RMA) office. Three (3) juveniles went into the men's restroom and damaged a toilet, clogged toilets, and left toilet paper all over the restroom. Subjects identified and RMA Compliance to handle the follow up.

July 22, Wednesday, reported at 9:13 p.m. at the Country Store. Providing alcohol to minors. Resident observed another resident provide alcohol to a minor. Reporting person contacted the subject providing the alcohol, who was not cooperative. Reporting person contacted the minor's parents, the store clerk, and SSD with the information. He will follow up with ABC (Alcoholic Beverage Control)

July 23, Thursday, reported at 12:21 a.m. on Colbert Drive. Public intoxication. Complaint of neighbor teenagers playing doorbell ditch and placing a 6' cardboard cut-out on the lawn. Parent contacted who said under age teens were drinking alcohol. Parent agreed to keep juveniles in the house. SSD responded and contacted all parties. Mediated.

July 26, Sunday, reported at 9:38 a.m. on Lago Drive. Garage burglary. Golf clubs taken from unlocked garage.

July 26, Sunday, reported at 11:25 a.m. Theft of rocks from rover area near Riverview Park.

July 30, Thursday, attempted theft. Water Treatment Plant. Patrol Officer found a fence panel ajar, later 3 locks were found cut. No missing property.

July 31, Friday, reported at 12:45 a.m. at Burger King. Gang graffiti was spray painted on the front wall.

During the month of July, Officers responded to complaints of marijuana use, loud parties, garbage cans knocked over, along with fireworks complaints on the 4<sup>th</sup> of July weekend.

#### **RANCHO MURIETA ASSOCIATION COMPLIANCE/GRIEVANCE/SAFETY COMMITTEE MEETING**

The meeting was held on July 13, 2015 at the Rancho Murieta Association (RMA) office. There were hearings regarding speeding, property maintenance, false ID/park hours, and basketball standards. The next meeting is scheduled for August 3, 2015.

# MEMORANDUM

Date: August 13, 2015  
To: Board of Directors  
From: Paul Siebensohn, Director of Field Operations  
Subject: Water/Wastewater/Drainage Report

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

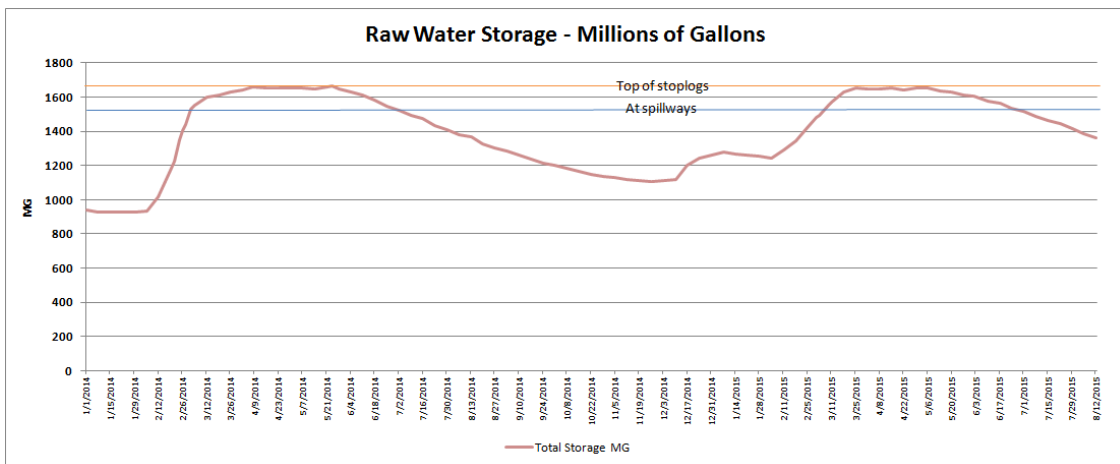
## WATER

The temporary filtration system is currently set at 0.72 million gallons per day (mgd) producing an average of 0.42 mgd and Plant #2 is set at 1.8 mgd producing an average of 1.227 mgd, for a total production flow average of 1.644 mgd. Recent weather and forecasts have been seasonably mild. Operations staff has continued to come in early on Monday and Friday mornings to increase the flow of temporary filtration unit approximately 300,000 gallons per day to keep up with the community's irrigation demands on those days.

Water treatment plant production flow for July was down approximately 33.7% vs. July of 2013. Potable water consumption was 44,280,852 gallons, down approximately 36.6% vs. use in 2013. An estimate of residential gallons per capita per day for July was 213 gallons.

## WATER SOURCE OF SUPPLY

On August 12, 2015, the combined raw water storage for Calero, Chesbro, and Clementia Reservoirs measured approximately 1,359.5 MG (4,172.3 AF) of which MG (4,061.6 AF) is usable due to dead storage. For reference, a recent average year's production was 580.1 MG (1,781 AF). The reservoirs are at 97.9 percent capacity as measured to the spillways. Below is a graphical representation of the storage reservoir levels this year.

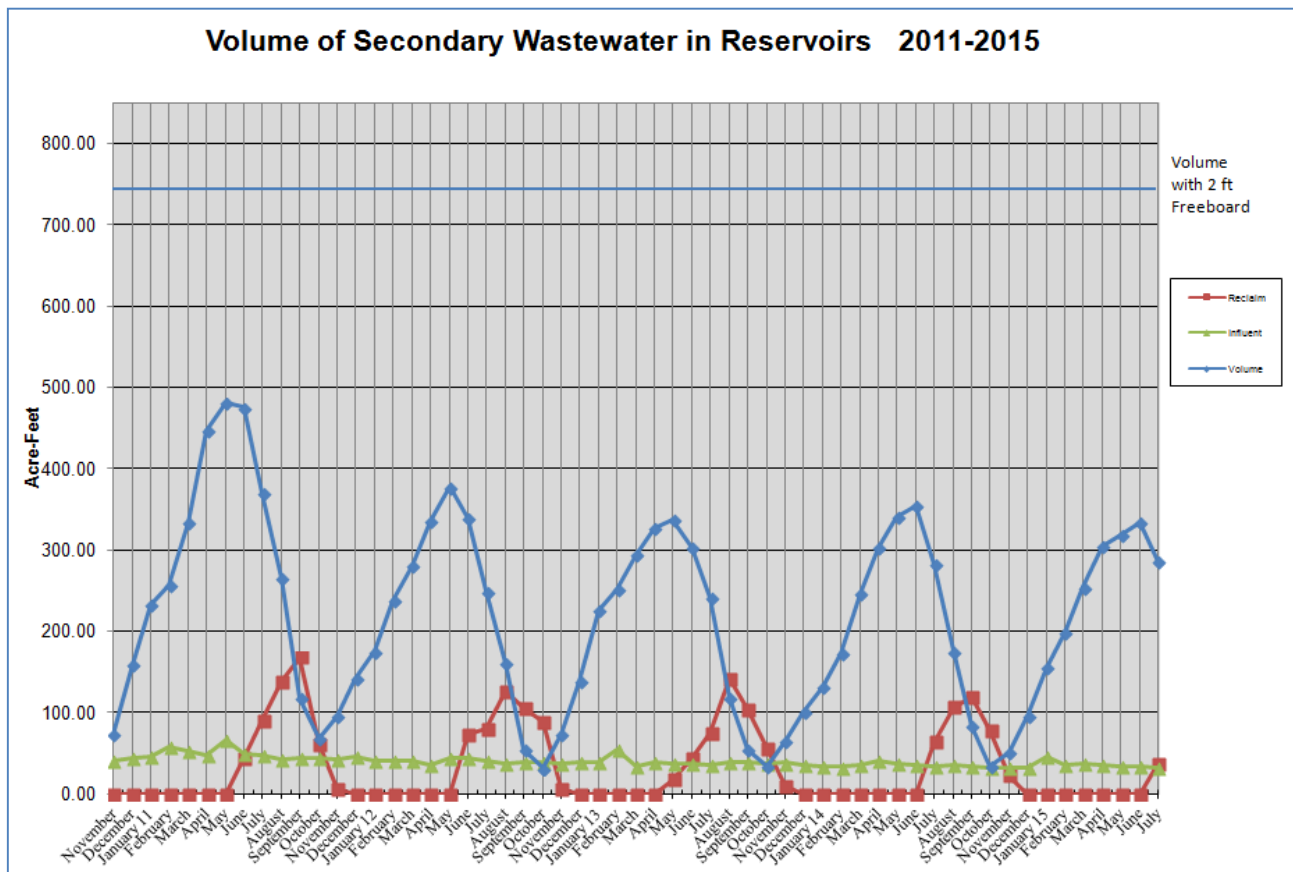


## WASTEWATER TREATMENT, COLLECTION AND RECLAMATION

Influent wastewater flow averaged 0.355 million gallons a day, for a total around 10.64 MG, (32.6 AF) for July. This is approximately 139 gpd per sewer connection. Secondary wastewater storage measured 93.13 MG (285.8 AF) on July 8, 2015 of which 88.3 MG (270.9 acre-feet) is usable volume. The Rancho Murieta Country Club (RMCC) requested recycled water in July and we delivered 12,113,000 gallons at their requested flow rate.

There were no sewer related issues this past month. Maintenance was limited to inspecting manholes with known root problems and treating the roots.

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



## DRAINAGE / CIA DITCH

Approximately 48 hours of utility staff time was dedicated to cutting vegetation in the North drainage system. Work included rebuilding a portion of the drainage ditch behind Rio Circle that had eroded. Currently, staff is cutting vegetation and performing some excavation work where needed.

The flow in the River is non-existent. At the request of RMA, we ran approximately 5 mg of water from Clementia through the CIA ditch to Laguna Joaquin to supplement the water there, which is used in their raw water irrigation system.

### **WATER METERING AND UTILITY STAFF WORK**

Utility staff replaced twelve ¾" and three 1" water meters and eight MXU radio read units; repaired three water service line leaks; and completed twenty-eight underground service alerts (USA), nine lock-offs, five water restores, one final read, six toilet, four hot water recirculator, one pressure reducer, and one irrigation rebate inspections, for a total of forty-three Utility Star service orders.

Staff had five after hours call outs for water leaks. One of these happened to be a fire hydrant knocked off by a vehicle. Three water issues that we were called out for that turned out to be homeowner problems, which are leaks after their meter. One was a late afternoon water service line leak in the Village due to a broken fitting located under a concrete slab. Water service was interrupted to eleven residents for about 2 hours while the repair was completed. The others were service line leaks that were repaired.

Staff replaced twelve service lines. Six were due to water leaks from splits in the polyethylene service lines and the other six were done proactively for water service lines that were close enough to the leaking water service line being replaced. It is more cost effective to replace lines while excavation is being done and the road is open. There was an emergency call out for a water leak on Via Del Cerrito on a Saturday night that turned out to be a 4 inch water main break which staff repaired. There was another Saturday callout for a 2 inch air relief valve that was busted off our 16 inch water main due to the possible reckless driving of local kids.

Due to the number of water leaks we have been experiencing, we are researching the expected life of the polyethylene lines in our system. I have also contacted a local engineering firm to inquire about providing a forensic review of samples of the lines we have repaired for providing an opinion of the remaining expected life of our lines. I will be requesting a capitol improvement project next year to begin proactive replacements of service lines beginning in the oldest sections of our community.

### **AUGMENTATION WELL**

Staff met with property owners to discuss providing the Right of Entry Agreement for the project. The District is putting together a Request for Proposal (RFP) for providing a water system hydraulic analysis to review how a well would feed into the existing water system. The Grant deadline for completion is June 1, 2016.

### **DEVELOPMENT**

The development projects for the Murieta Inn and Murieta Gardens I and II has sewer, water, and drainage lines nearly completed with future recycled water lines (purple pipe) being installed shortly as well. At the Retreats West, the grading is generally complete with the sewer manholes

being installed. The plans for the Retreats North and East are currently under review by District staff and AECOM's engineers. The submittals for the 7200 Lone Pine Drive food service building have been reviewed with comments sent back. As each project continues, District staff is providing oversight of installations as they occur for compliance with the District's standards, as well as SWPPP compliance.





6049 Puerto Drive  
Rancho Murieta, CA 95683  
Phone: (916) 708-2026  
E-Mail: SOLOS@aol.com

July 15, 2015

Rancho Murieta Community Service District  
Board of Directors  
P.O. Box 1050  
Rancho Murieta, CA 95683

RECEIVED

JUL 15 2015

Rancho Murieta  
Community Services District

Dear CSD Board of Directors:

My name is Jaclyn Shanahan. I have been a resident of Rancho Murieta since 2005, currently at 6049 Puerto Drive. In regard to Agenda Item 13 during the July 15, 2015 regular board meeting, "Consider Approval of Proposal for Water Supply Assessment for Rancho Murieta North Project," I would like to respectfully express several concerns for the Board's consideration.

Firstly, I believe the importance of CSD conducting an independent, thorough, and accurate water supply assessment for the purposes of proposed medium outgrowth to the community cannot be understated. According to CEQA Guidelines § 15155, "water supply assessment" means the water supply assessment that must be prepared by the governing body of a public water system, or the city or county lead agency, pursuant to and in compliance with section 10910 to 10915 of the Water Code, and that includes, without limitation, the elements of the assessment required to comply with subdivisions (d), (e), (f), and (g) of section 10910 of the Water Code. Briefly, these sections outline the requirements for an adequate water supply assessment. For example: identifying existing water supply entitlements, water rights or water service contracts held by the public water system, and identifying other public water systems or water service contract-holders that receive water rights or supply from the same source of water as the public water system, detailed descriptions of groundwater basins from which the project will be supplied and the amount to be pumped including an analysis of the sufficiency of groundwater from said basin. The water supply assessment must provide the public, for which this document is drafted as per the purposes of CEQA, with adequate information regarding the sufficiency of water supplies to meet the projected water demand associated with the proposed project, in addition to the existing and planned future uses, including, but not limited to, agricultural and industrial uses.

With that being said, as a Rancho Murieta citizen, I believe CSD has an obligation to its constituents to use its time and resources for the careful considerations that constitute the gravity of a truly adequate water supply assessment. CEQA is designed to require policy makers to take a hard look at the realities of the potential environmental impacts of a project. I would like to be assured that CSD is grappling with the difficult questions that are before them. Such as: (1) is the quantity of water "available" going to come at a murky cost that jeopardizes Rancho Murieta's water quality? (2) how is CSD planning to sell itself to the State Water Resource Control Board (SWRCB) in the upcoming 2020 review as responsible users, if the record shows a willingness to deplete reservoirs during a time of immense water uncertainty for the entire state? (3) are the projections in the 2010 Integrated Water Master Plan from the 1970s sufficient information in light of California's drastically changing conditions? (3) how can CSD assure Rancho Murieta's residents that upon SWRCB water rights review or future drought uncertainty, we won't end up having to truck in only 50 gallons of water per household per day, despite being adjacent to the Cosumnes River, like the town of Outingdale just North of us?

Therefore, the practical meaning of "water supply assessment," in my eyes, is the following: what amount of development is objectively responsible considering ALL factors before the CSD, including but not limited to the 2010 Integrated Water Master Plan?

Thank you for your time,

A handwritten signature in blue ink that reads "Jaclyn Shanahan". The signature is fluid and cursive, with a large loop at the end.

Jaclyn Shanahan  
SOLOS Secretary

## Suzanne Lindenfeld

---

**From:** Darlene Gillum  
**Sent:** Monday, August 10, 2015 9:05 AM  
**To:** Mary Brennan  
**Cc:** Bobbi Belton; Jerry Pasek; Paul Gumbinger; Paul Siebensohn; Michael Martel; Suzanne Lindenfeld; Betty Ferraro; Mark Pecotich  
**Subject:** RE: Midge flies

Good morning, Mary.

I received a copy of your email from Bobbi regarding the problem you are having with the Midge Flies. District staff has sprayed for the Midge Flies 4 times this year. The most recent application was done on 7/21/15 (and the one prior was done just before July 4<sup>th</sup>). Although the product manufacturer recommends treatment every 4 - 5 weeks, Paul Siebensohn has been treating about every 3 – 4 weeks this year. He plans to apply another treatment when we receive our current product order; hopefully by the end of this week. Paul has done a lot of research and feels that the product he uses is the most cost-effective, environmentally safe treatment available. This product prevents the larvae from developing into adult flies but is not harmful to people or fish.

There are a few things you can do to reduce the presence of the midges from around your home, many of which you may already be doing. For example, since these flies are attracted to light, if at all possible, it is recommend that people wait to turn on outside lights after the evening temperature has cooled, which causes most of the midges to retire for the night. Also, if you use a bug zapper it's placement should be as far away from your home as possible since the light will attract the flies before they are zapped. Citronella candles may also be helpful.

The District's budget allows for 4 treatments (2 are generally planned in the beginning of our fiscal year in the months of July and August. And another 2 are planned for the end of our fiscal year in the months of May and June). If the MTI is willing to buy additional treatment product (the manufacturer, type of product, and cost can be provided by Paul) Paul has offered to have District staff apply the product.

Please continue to let Paul know the status of the midge problem, when they are bad or when their presence declines, because that information will help him determine the effectiveness of the treatment applications.

*Darlene J. Gillum*

**General Manager**

Rancho Murieta Community Services District

P.O. Box 1050

15160 Jackson Road

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

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---

**From:** Bobbi Belton [<mailto:rjb314@sbcglobal.net>]

**Sent:** Saturday, August 08, 2015 4:24 PM

**To:** Chris and Jerry; Paul Gumbinger RM.org; Paul Siebensohn; Mike Martel; Darlene Gillum; Suzanne Lindenfeld; Betty

Ferraro

**Cc:** Mary Brennan

**Subject:** Fw: Midge flies

I do not have address for new guy. Please send on.  
Bobbi

On Saturday, August 8, 2015 4:21 PM, Bobbi Belton <[rjb314@sbcglobal.net](mailto:rjb314@sbcglobal.net)> wrote:

Mary, Jerry is gone on a cruise. Shall I send to him and other directors for whom I have addresses? also Darlene and Paul S? Let me know.  
Bobbi

On Saturday, August 8, 2015 4:02 PM, Mary <[marymjb@sbcglobal.net](mailto:marymjb@sbcglobal.net)> wrote:

Hi Jerry:

Our annual problem is worse this year than ever. Is CSD still spraying 3 times? Is there any thing new on midges in the way of control?

My neighbors & I are really having a time of it. These hot days, the walls are black with them.

Have you ever surveyed how far they have traveled around Lago, Carreta, Lindero, Colina? Have they gotten to Pescado?

We're counting on you and the board to represent us and get rid of these critters, if at all possible. No house on our streets will ever sell if on the market in the late summer. It is a huge problem. Please share our concerns with all the BOD & Management.

Thanks,

Mary Brennan

PS Bobbi, will you sent this to Jerry? I don't seem to have his Email address.

## RESOLUTION R2015-12

### IN HONOR OF PAUL J. GUMBINGER, DIRECTOR

**WHEREAS**, Paul J. Gumbinger was appointed in 2012 and in 2014 to the Rancho Murieta Community Services District Board of Directors, and

**Whereas**, Paul generously gave a great deal of his time and energy to the community and the District Board, and

**Whereas**, during his term, Paul served as a committee member on the following Board Committees: Communications & Technology, Improvements, and Personnel, and

**Whereas**, in serving on these committees, Paul shared his vast experience and insight on the operation and finances of the District, and

**Whereas**, Paul's leadership and vision will enable the District to continue to benefit from his service in the years to come, and

**Whereas**, Paul's example and counsel will be missed by the Board and staff of the Rancho Murieta Community Services District, as well as the community as a whole, and

**NOW THEREFORE BE IT PROCLAIMED**, this 19<sup>th</sup> Day of August in the year 2015, that the Board of Directors of the Rancho Murieta Community Services District, recognizes, appreciates and commends Paul J. Gumbinger for his three (3) years of service to the community and District, and wishes him well in his future endeavors.

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Gerald Pasek, Director

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Betty Ferraro, Director

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Michael Martel, Director

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Mark Pecotich, Director

## MEMORANDUM

Date: August 12, 2015  
To: Board of Directors  
From: Darlene J. Gillum, General Manager  
Subject: Consider Adopting Ordinance O2015-02, Amending District Code Chapter 4, Concerning Purchasing and Bidding

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### RECOMMENDED ACTION

1. Acknowledge the Second Reading of Ordinance O2015-02, and
2. Adopt Ordinance O2015-02, an Ordinance of the Rancho Murieta Community Services District, amending Chapter 4 of the District Code relating to Purchasing and Bidding.

### BACKGROUND

Attached are the District's general counsel's recommended changes to the District Code, Chapter 4, Purchasing and Bidding. The proposed District Code, Chapter 4 will supersede the current Chapter 4 and also repeal District Policy 2009-03. The goal of this amendment to Chapter 4 is to streamline and simplify the District's existing procedures and make them consistent with the Public Contract Code provisions applicable to community services districts.

At last month's Board meeting, staff presented the proposed District Code Chapter 4, concerning purchasing and bidding and the first reading was waived.

## ORDINANCE O2015-02

### AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE RANCHO MURIETA COMMUNITY SERVICES DISTRICT AMENDING DISTRICT CODE CHAPTER 4, PURCHASING AND BIDDING PROCEDURES

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

**Section 1. Purpose and Authority.** The purpose of this ordinance is to revise and clarify the District's policies, procedures and bidding regulations governing purchases of supplies, materials, equipment and personal services and public works contracting by the District as currently set forth in chapter 4 (Purchasing and Bidding) of the District Code and District Policy No. 2009-03 (Procedures for Bidding, Construction and Acceptance of District Public Works). This ordinance is adopted pursuant to Government Code sections 61060, 61063, Public Contract Code section 22050, and other applicable law.

**Section 2. Amendment.** Chapter 4 of the District Code is hereby amended to read as follows:

#### Section 1.00 General Provisions

- 1.01 Purpose: The purpose of this Code is to establish efficient procedures for the purchase of supplies, materials, equipment, and services, and for letting construction contracts consistent with state law.
- 1.02 Administration of Code: The General Manager shall administer the regulations contained in this Chapter and shall take steps as are reasonable and proper to ensure compliance with this Chapter.
- 1.03 Additional Procedures: The General Manager may establish and maintain administrative regulations and standards that implement the provisions of this Chapter, including, but not limited to:
- a. Procedures for inspecting deliveries of supplies, materials and equipment and for evaluating the provision of general or professional services;
  - b. Procedures for submitting requisitions for supplies, materials, equipment, and services by District employees; and
  - c. Procedures for the control and safeguarding of District supplies, materials, and equipment and the maintenance of an inventory system for such supplies, materials, and equipment.

The General Manager shall submit the proposed administrative regulations to the Board for approval, and, if approved, shall thereafter carry out and enforce such regulations and standards.

- 1.04 Bulk Orders: When practicable, the General Manager shall seek to reduce the number of purchasing transactions for commonly used or purchased materials, supplies, and equipment by combining them into bulk orders.

- 1.05 Purchases by the Department of General Services. As appropriate, the Office of Procurement, California Department of General Services, may purchase miscellaneous equipment and supplies for the District as authorized by state law. The General Manager may sign and deliver all necessary requests and other documents in connection with such purchases.

## **Section 2.00 Definitions**

As used in this Chapter, the following words and phrases shall have the following meaning:

- 2.01 Bidder's List: List of prospective suppliers, vendors and qualified contractors capable of providing the commodity or service being bid upon, maintained by the General Manager.
- 2.02 Board: Board of Directors of the Rancho Murieta Community Services District.
- 2.03 Commodity: Supplies, materials, equipment, and other tangible personal property appropriate for the reasonable operation of the District.
- 2.04 Competitive Bidding: The formal or informal submission, or receipt, of verbal or written estimates or cost proposals in terms of dollars, man days of work required, percentage of construction cost, or any other measure of compensation whereby the District may compare prices and other relevant criteria. The competitive bidding process typically involves the submission of offers by bidders pursuant to a public notice inviting bidders to provide the District with a specified commodity or service, or to purchase District personal property which has been found by the Board not to be required for public use, and which offers are submitted under seal or by voice at a public auction.
- 2.05 Construction Contract: Public works contract for the construction or completion of any building, structure or improvement, or a contract for the furnishing of materials and supplies for such work that is subject to the regulations contained in Public Contract Code sections 20680 to 20683.
- 2.06 District: Rancho Murieta Community Services District.
- 2.07 Force Account: Any work performed by District employees, or day's labor under District supervision or superintendence.
- 2.08 General Services: Services that do not require any unique skill, special background, or training and involve routine, recurring, and usual work for the continued operation and maintenance of the District. General services include the provision of telephone, gas, water, electric, light and power services and rentals of equipment and machinery.
- 2.09 Open Market: Purchase of a Commodity or services that does not require the solicitation of competitive sealed bids for awarding to the lowest responsible bidder.
- 2.10 Professional Services: Services performed by an attorney, physician, architect, engineer, land surveyor, construction manager, appraiser, expert, accounting firm,

computer or information technology consultant, or other consultant or organization possessing a high degree of technical and professional skills and that require specific skills, experience and training, and professional judgment.

### **Section 3.00 General Manager Authority**

3.01 Powers and Duties of General Manager: The General Manager shall, under the direction of the Board and in compliance with the provisions of this Chapter and applicable state law:

- a. Purchase or contract for all Commodities, construction work, or General and Professional Services required by the District in amounts or estimated amounts of up to \$25,000 or less and sign such contracts.
- b. Submit to the Board, for review and approval, all Construction Contracts and contracts for the purchase of Commodities or retention of General or Professional Services in amounts or estimated amounts exceeding \$25,000. After approval by the Board, the General Manager may sign such contracts on the District's behalf.
- c. Dispose of property pursuant to Section 8.
- d. In consultation with District counsel, develop standard forms and specifications for invitations to bid and related bid documents, purchase orders, Construction Contracts, and contracts for General or Professional Services, and prescribe the use of other forms and procedures as may be required to carry out the provisions of this Chapter.
- e. Supervise the inspection of all Commodities and services purchased under this Chapter to assure conformance with District specifications.
- f. Maintain up-to-date Bidder's List, vendor's catalogs, files, and such other records as needed to perform these duties.
- g. Ensure that purchasing specifications are written to encourage full competition.
- h. Perform such other tasks as may be necessary or appropriate to administer the provisions of this Chapter.

3.02 Delegation of Responsibility: The General Manager may delegate the duties and responsibilities assigned by this Chapter to his or her designee, as the General Manager deems proper.

### **Section 4.00 Emergency Purchases and Contracting**

4.01 Determination of Emergency: The authority to declare the existence of an emergency, including but not limited to emergencies described in Government Code sections 8558 and 54956.5 and Public Contract Code section 1102, generally resides with the Board. When urgent circumstances preclude taking the time for such determination by the



Board, the General Manager may declare the existence of an emergency subject to ratification of the Board at its next Board meeting.

4.02 Authority of General Manager: In cases of emergency as determined by the Board or General Manager as set forth in Section 4.01 above, when repair or replacements are necessary to permit the continued operation of the District, or to avoid danger to life or property, the General Manager may replace or repair any District building, structure, equipment or facility, purchase or contract for the necessary Commodities and General or Professional Services, and take any other related and immediate action necessary or appropriate to respond to the emergency without complying with the Competitive Bidding requirements in Section 6 of this Chapter.

4.03 Delegation of Authority by General Manager: If the General Manager is unavailable to take the actions described in Section 4.02 above, the department or division supervisor or acting supervisor in need of emergency Commodities or General or Professional Services may make the necessary purchases, securing competitive quotations whenever possible. The supervisor may issue a verbal order to a vendor as necessary to resolve the immediate hazard. The supervisor must notify the General Manager of his or her actions as soon as reasonably possible.

4.04 Board Notification and Approval: The General Manager shall promptly report to the Board the emergency actions taken and the circumstances surrounding such emergency.

If the General Manager approves a Construction Contract without giving public notice for bids where it would normally be required, he or she shall inform the Board of Directors no later than seven days after the action, or at the Board's next regularly scheduled meeting, if that meeting will occur no later than 14 days after the action, and every regularly scheduled Board meeting thereafter until such emergency action is terminated. Following notice to the Board by the General Manager, the Board must decide whether to approve, by a four-fifths vote, the continuation of such emergency work. If the Board does not allow the emergency action to continue, the General Manager shall terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice inviting bids for the emergency work.

4.05 Delegation of Emergency Construction Contract Authority: Pursuant to Public Resources Code section 22050(b)(1), the Board delegates to the General Manager the authority to order emergency Construction Contract action under Public Contract Code section 22050(a).

#### **Section 5.00 Commodities, General Services and Construction Contracts of \$25,000 or Less**

5.01 Commodities and General Services: For a purchase of Commodities or contract for General Services in an amount or estimated amount of \$25,000 or less, the General Manager may make the purchase or approve the contract on the Open Market by seeking the most favorable terms and price either through negotiation, comparative

pricing or informal Competitive Bidding, whichever method the General Manager deems most appropriate in the circumstances.

- 5.02 Construction Contracts: The General Manager may approve a Construction Contract without Competitive Bidding when the cost of such work does not exceed \$25,000. The General Manager shall seek the most favorable terms and price through negotiation, comparative pricing or informal Competitive Bidding as the General Manager deems most appropriate in the circumstances.

Alternatively, the District may perform the construction, reconstruction, erection, alteration, renovation, improvement, or repair of any building, structure, or facility owned, leased, or operated by the District by Force Account.

- 5.03 Availability of Funds: The General Manager may authorize a purchase or contract under Section 5.01 or 5.02 above only if there are unexpended funds available in the District budget for the purchase or to pay the costs of such contract. If there are no unexpended funds within the approved District budget, then the purchase or contract must be authorized by the Board.

- 5.04 Change Orders and Contract Amendments: The General Manager may negotiate, approve and sign change orders and contract amendments, provided the sum of all amendments does not exceed the approved contingency amount for that specific contract. Any change order or contract amendment that exceeds the approved contingency amount shall require Board approval.

#### **Section 6.00 Commodities, General Services and Construction Contracts in Excess of \$25,000**

- 6.01 Competitive Bidding Required: A purchase of Commodities, a contract for General Services, or a Construction Contract in an amount or estimated amount exceeding \$25,000 shall be made pursuant to the Competitive Bidding requirements set forth in this Section 6, unless one of the following exceptions applies:

- a. Commodities or General Services can be obtained from only one vendor, manufacturer, distributor, or service provider as described in Section 6.06 below;
- b. Purchases made through the California Department of General Services;
- c. Emergency purchases or work as described in Section 4 of this Chapter;
- d. For Commodities or General Services, the General Manager determines that Competitive Bidding would not be advantageous or in the best interests of the District and recommends a single vendor/provider purchase or contract to the Board for approval; or
- e. For Commodities or General Services, the Board determines or directs otherwise.

6.02 Bidding Procedures: The bidding procedures are as follows:

- a. Notice Inviting Bids: The General Manager, or his or her designee, shall prepare a notice inviting bids for the purchase or contract that includes a general description of the supplies, materials, equipment to be purchased (including, if appropriate, bid specifications) or the General Service or construction work to be performed, the deadline for receipt of sealed bids, and the time and place for the bid opening.
- b. Publication of Notice: For Commodities and General Services, the notice inviting bids shall be posted in three public places in the District, distributed to prospective suppliers, vendors, and contractors on the Bidder's List, and otherwise distributed as the General Manager deems appropriate. For Construction Contracts, the notice inviting bids shall be published as required by Public Contract Code section 20682 or 20682.5.
- c. Bid Security: When the General Manager deems appropriate, a bidder's security may be required for the purchase of Commodities and General Services in a form and amount as determined by the General Manager. If a bidder's security is required, the bidder security requirement shall be set forth in the notice inviting bids. Bids that are delivered without the required bid security shall not be considered by the District.

All bids for Construction Contracts must be sealed and be accompanied by a bidder's security as required by Public Contract Code section 20683.

- d. Bid Opening: At the time and place for the bid opening, the bids shall be opened in public. The General Manager shall tabulate all bids received and keep them open for public inspection for a period of not less than 30 calendar days after the bid opening. At the next Board meeting following the opening of bids, the General Manager shall present the bids to the Board.
- e. Lowest Responsible Bidder: The District will only consider bidders who submit a complete and fully responsive bid. The General Manager shall make a recommendation to the Board on an award to the lowest responsible responsive bidder. In its discretion, the Board may award the contract to the lowest responsible responsive bidder, reject all bids and re-advertise for bids, or reject all bids and not proceed with the purchase or contract. Additionally, for Commodities and General Services, the Board may reject all bids and direct that an Open Market purchase be made, provided the price paid on the Open Market shall not exceed the bid of the lowest responsible responsive bidder. The Board may waive any irregularity or informality in any bid.

In determining the lowest responsible responsive bidder, price alone shall not be the determinative factor, but shall be considered along with other factors including, but not limited to, the ability of the bidder to deliver or perform the work, availability of the Commodities or services required, prior work experience, location of the vendor or service provider, and any other factors relating to the

particular needs of the District for the Commodities to be purchased or the General Services or construction work required.

Upon an award to the lowest responsible responsive bidder, the security of an unsuccessful bidder, if any, shall be returned within a reasonable amount of time, but in no event shall the District hold the security beyond 60 days from the time the award is made.

6.03 Forfeiture of Bid Security: Upon award to the lowest responsible responsive bidder, if the successful bidder fails to proceed with the sale to the District or enter into a contract with the District within 10 days from the date of the award, the bidder shall forfeit the bid security.

6.04 Bid Protests: Any bid protest from an unsuccessful bidder must be submitted in writing to the District by the seventh day following the date of award. A "bid protest" means any protest, objection, complaint, or challenge to, concerning or against (i) a rejection of a bidder for any reason; (ii) a contract award to the apparent low bidder; (iii) another bidder's bid; or (iv) the legality or enforceability of the bid documents or contract documents or process. The bidder filing the protest must have actually submitted a bid for the purchase or contract. The protest shall be in the form of a letter or memorandum to the General Manager and shall include the following: (i) a complete statement of the basis or bases for the protest, including supporting documents; (ii) a reference to the specific portion(s) of the contract or bid documents that form(s) the basis of the protest; and (iii) the name, address, and telephone number of the person representing the protesting bidder.

The bidder filing the protest shall concurrently transmit a copy of the protest document and any attached documentation to all other bidders with a direct financial interest who may be adversely affected by the outcome of the protest, including all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

The Board shall issue a prompt decision on the protest. If the Board determines that a protest is frivolous, the bidder submitting the protest may be determined to be irresponsible and be deemed ineligible for future contract awards as described in Section 6.05 below.

The procedure and time limits set forth in this Section are mandatory and are the bidder's sole and exclusive remedy in the event of a bid protest. Failure to timely comply with these procedures will constitute a waiver of any right to further pursue the bid protest, including filing a petition for writ of mandate, Government Claims Act claim, or other lawsuit or legal proceeding.

6.05 Rejection of Irresponsible Bidder: The General Manager may declare a bidder to be irresponsible for the following reasons:

- a. Failure to furnish satisfactory proof of responsibility when requested by the District;

- b. Unsatisfactory delay in the performance of a contract or purchase order;
- c. Unsatisfactory performance of a contract or purchase order;
- d. Submittal of a frivolous bid protest as described in Section 6.04 above; or
- e. Violations or attempted violations of this Chapter.

Once a bidder has been determined to be irresponsible, the General Manager may remove the bidder from the Bidder's List and deem the bidder to be ineligible for future contract awards for a reasonable period of time as determined by the General Manager. The barred bidder shall be furnished with a written notice explaining the reasons for the irresponsibility determination, and may appeal such decision to the Board within 10 days of receiving the notice.

6.06 Single Vendor or Provider Purchases: When the District requires Commodities or General Services that can be obtained or purchased from only one vendor, manufacturer, distributor authorized to sell within the District, or service provider, the General Manager may conduct negotiations with such vendor, manufacturer, distributor, or service provider to secure the most favorable terms and price without complying with the requirements of Sections 6.01 and 6.02 above. All single vendor/provider purchases shall be supported by written documentation indicating the facts and nature supporting the determination that the single vendor/provider purchase is appropriate in the circumstances. All single vendor/provider purchases in an amount or estimated amount exceeding \$25,000 require Board approval.

6.07 Special Commodities: When the District requires special supplies, materials, or equipment that must be compatible with existing District equipment, or that must perform complex or unique functions, or that are otherwise patented or proprietary, the General Manager, in consultation with the department or division supervisor, may limit bidding to a specific product type or brand name product.

Bidders who submit alternative products or brand names are responsible for demonstrating, to the District's satisfaction, that the proposed alternative product is equal in quality and performance to those specified in the bid documents.

6.08 Splitting of Transactions Unlawful: The District shall not split requirements for Commodities, General Services, and Construction Contracts into amounts or estimated amounts of less than \$25,000 to avoid the provisions of this Section 6.

**Section 7.00 Contracts for Professional Services**

7.01 Factors to Consider: A Professional Services contract shall be awarded only to firms and persons who have demonstrated an adequate level of experience, competence, training, credentials, character, integrity, reputation, financial responsibility, resources, equipment, staffing, and other professional qualifications necessary to competently perform the services required by the District in the time period and price stated. The

cost of service shall not be the determinative factor, as it may be in the District's best interest to award the Professional Services contract to a higher-priced consultant based on the scope of services, availability, unique skills, staffing levels, timing, prior experience, familiarity with District operations, and other information as determined by the District. The information required for determining the qualifications for providing the District with such services shall be developed by the department or division supervisor requiring the professional services, in consultation with the General Manager.

When selecting an architectural, landscape architectural, engineering, and environmental, land surveying, or construction project management firm, the selection will be based on the demonstrated competence and professional qualifications necessary for the satisfactory performance of the required services in accordance with Government Code section 4526.

- 7.02 Contracts for \$25,000 or Less: For Professional Service contracts in an amount or estimated amount of \$25,000 or less, the General Manager may negotiate, approve and sign the Professional Services contract through negotiation, comparative pricing or informal Competitive Bidding, whichever method the General Manager deems most appropriate in the circumstances.

The General Manager may approve the contract only if there are unexpended funds available in the District budget to pay the costs of the Professional Services contract. If there are no unexpended funds within the approved District budget, then the contract must be authorized by the Board.

- 7.03 Contracts Exceeding \$25,000: A contract for Professional Services in an amount or estimated amount exceeding \$25,000 shall be made pursuant to the solicitation procedures as follows:

- a. Request for Proposal/Qualifications: The General Manager, or his or her designee, shall prepare a request for proposal/qualifications ("RFP/Q") that describes the Professional Services needed, the required minimum qualifications, any required pre-proposal conferences, the requirement that the proposal be sealed, the deadline for submitting the proposal/qualifications, and the place and time for making the submission.
- b. Selection of Consultant: The General Manager, in consultation with the department or division supervisor requiring the Professional Services, shall review all proposals received in compliance with the RFP/Q requirements and may conduct follow-up interviews with the most qualified consultants. The proposals need not be opened in public. At the next Board meeting following the opening of proposals, the General Manager shall present the proposals to the Board.
- c. Award of Contract: The General Manager shall make a recommendation to the Board on an award to the most qualified proposal based on the factors described in Section 7.01 above. In lieu of the RFP/Q process, if the General Manager determines that the process would not be advantageous or in the best interests of

the District, the General Manager may recommend a sole source Professional Services contract to the Board. In its discretion, the Board may award the contract to the person or firm recommended by the General Manager or, if applicable, another proposer, reject all proposals and re-solicit proposals, reject all proposals and not proceed with the contract, or reject all proposals and direct that the General Manager solicit and negotiate a contract with a specific person or firm.

- 7.04 Contract Amendments: The General Manager may negotiate and execute Professional Services contract amendments, provided the sum of all amendments does not exceed the approved contingency amount for that specific contract. Any contract amendment that, in addition to the approved contingency amount shall require Board approval.

### **Section 8.00 Disposal of District Property**

- 8.01 Disposal of Surplus Real Property: The General Manager shall dispose of real property that the Board has determined to be no longer necessary for the District's use in compliance with the requirements set forth in Government Code sections 54220 through 54233 and as otherwise directed by the Board.

- 8.02 Disposal of Surplus Personal Property: This section applies to surplus personal property, which is personal property owned by the District that the Board has declared surplus as inadequate or no longer necessary for the needs of the District. The General Manager may sell surplus personal property, or trade-in surplus personal property, as the Manager deems in the best interests of the District. The General Manager may discard or dispose of unsalable surplus personal property in any appropriate manner. The General Manager may also discard or destroy surplus personal property in any appropriate manner that may have some resale value but where, because of safety or liability concerns, destruction or disposal is preferable to sale.

**Section 3. Supersede.** This ordinance supersedes existing District Code chapter 4, the ordinances that adopted and amended chapter 4, District Policy No. 2009-03, and all prior inconsistent District ordinances, resolutions, policies, rules, and regulations concerning the subject matter of this ordinance.

**Section 4. Effective Date.** This Ordinance shall take effect 30 days after its adoption.

**Section 5. Severability.** If any section or provision of this Ordinance or the application of it to any person, transaction or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Ordinance that can be given effect without the invalid or unenforceable provision, and to this end the provisions of this Ordinance are declared to be severable.

**Section 6. Publication.** The District Secretary is directed to prepare and publish a summary of this ordinance once, with the names of the members voting for and against the ordinance, in a newspaper published in the District within 15 days after the adoption of this ordinance.

**INTRODUCED** by the Board of Directors on the \_\_\_\_ day of \_\_\_\_\_ 2015.

**PASSED AND ADOPTED** by the Board of Directors of the Rancho Murieta Community Services District at a regular meeting on the \_\_\_ day of \_\_\_\_\_ 2015 by the following 4/5ths roll call vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Gerald Pasek  
President, Board of Directors

Attest:

\_\_\_\_\_  
Suzanne Lindenfeld  
District Secretary

DRAFT



# **RANCHO MURIETA COMMUNITY SERVICES DISTRICT**

DISTRICT CODE  
CHAPTER 4

## **PURCHASING AND BIDDING**



Amended \_\_\_\_\_, 2015 by  
Ordinance O2015-03

## Section 1.00 General Provisions

- 1.01 Purpose: The purpose of this Chapter is to establish efficient procedures for the purchase of supplies, materials, equipment, and services, and for letting construction contracts consistent with state law.
- 1.02 Administration of Chapter: The General Manager shall administer the regulations contained in this Chapter and shall take steps as are reasonable and proper to ensure compliance with this Chapter.
- 1.03 Additional Procedures: The General Manager may establish and maintain administrative regulations and standards that implement the provisions of this Chapter, including, but not limited to:
- a. Procedures for inspecting deliveries of supplies, materials and equipment and for evaluating the provision of general or professional services;
  - b. Procedures for submitting requisitions for supplies, materials, equipment, and services by District employees; and
  - c. Procedures for the control and safeguarding of District supplies, materials, and equipment and the maintenance of an inventory system for such supplies, materials, and equipment.
- The General Manager shall submit the proposed administrative regulations to the Board for approval, and, if approved, shall thereafter carry out and enforce such regulations and standards.
- 1.04 Bulk Orders: When practicable, the General Manager shall seek to reduce the number of purchasing transactions for commonly used or purchased materials, supplies, and equipment by combining them into bulk orders.
- 1.05 Purchases by the Department of General Services. As appropriate, the Office of Procurement, California Department of General Services, may purchase miscellaneous equipment and supplies for the District as authorized by state law. The General Manager may sign and deliver all necessary requests and other documents in connection with such purchases.

## Section 2.00 Definitions

As used in this Chapter, the following words and phrases shall have the following meaning:

- 2.01 Bidder's List: List of prospective suppliers, vendors and qualified contractors capable of providing the commodity or service being bid upon, maintained by the General Manager.

- 2.02 Board: Board of Directors of the Rancho Murieta Community Services District.
- 2.03 Commodity: Supplies, materials, equipment, and other tangible personal property appropriate for the reasonable operation of the District.
- 2.04 Competitive Bidding: The formal or informal submission, or receipt, of verbal or written estimates or cost proposals in terms of dollars, man days of work required, percentage of construction cost, or any other measure of compensation whereby the District may compare prices and other relevant criteria. The competitive bidding process typically involves the submission of offers by bidders pursuant to a public notice inviting bidders to provide the District with a specified commodity or service, or to purchase District personal property which has been found by the Board not to be required for public use, and which offers are submitted under seal or by voice at a public auction.
- 2.05 Construction Contract: Public works contract for the construction or completion of any building, structure or improvement, or a contract for the furnishing of materials and supplies for such work that is subject to the regulations contained in Public Contract Code sections 20680 to 20683.
- 2.06 District: Rancho Murieta Community Services District.
- 2.07 Force Account: Any work performed by District employees, or day's labor under District supervision or superintendence.
- 2.08 General Services: Services that do not require any unique skill, special background, or training and involve routine, recurring, and usual work for the continued operation and maintenance of the District. General services include the provision of telephone, gas, water, electric, light and power services and rentals of equipment and machinery.
- 2.09 Open Market: Purchase of a Commodity or services that does not require the solicitation of competitive sealed bids for awarding to the lowest responsible bidder.
- 2.10 Professional Services: Services performed by an attorney, physician, architect, engineer, land surveyor, construction manager, appraiser, expert, accounting firm, computer or information technology consultant, or other consultant or organization possessing a high degree of technical and professional skills and that require specific skills, experience and training, and professional judgment.

## **Section 3.00 General Manager Authority**

3.01 Powers and Duties of General Manager: The General Manager shall, under the direction of the Board and in compliance with the provisions of this Chapter and applicable state law:

- a. Purchase or contract for all Commodities, construction work, or General and Professional Services required by the District in amounts or estimated amounts of up to \$25,000 or less and sign such contracts.
- b. Submit to the Board, for review and approval, all Construction Contracts and contracts for the purchase of Commodities or retention of General or Professional Services in amounts or estimated amounts exceeding \$25,000. After approval by the Board, the General Manager may sign such contracts on the District's behalf.
- c. Dispose of property pursuant to Section 8.
- d. In consultation with District counsel, develop standard forms and specifications for invitations to bid and related bid documents, purchase orders, Construction Contracts, and contracts for General or Professional Services, and prescribe the use of other forms and procedures as may be required to carry out the provisions of this Chapter.
- e. Supervise the inspection of all Commodities and services purchased under this Chapter to assure conformance with District specifications.
- f. Maintain up-to-date Bidder's List, vendor's catalogs, files, and such other records as needed to perform these duties.
- g. Ensure that purchasing specifications are written to encourage full competition.
- h. Perform such other tasks as may be necessary or appropriate to administer the provisions of this Chapter.

3.02 Delegation of Responsibility: The General Manager may delegate the duties and responsibilities assigned by this Chapter to his or her designee, as the General Manager deems proper.

## **Section 4.00 Emergency Purchases and Contracting**

4.01 Determination of Emergency: The authority to declare the existence of an emergency, including but not limited to emergencies described in Government Code sections 8558 and 54956.5 and Public Contract Code

section 1102, generally resides with the Board. When urgent circumstances preclude taking the time for such determination by the Board, the General Manager may declare the existence of an emergency subject to ratification of the Board at its next Board meeting.

4.02 Authority of General Manager: In cases of emergency as determined by the Board or General Manager as set forth in Section 4.01 above, when repair or replacements are necessary to permit the continued operation of the District, or to avoid danger to life or property, the General Manager may replace or repair any District building, structure, equipment or facility, purchase or contract for the necessary Commodities and General or Professional Services, and take any other related and immediate action necessary or appropriate to respond to the emergency without complying with the Competitive Bidding requirements in Section 6 of this Chapter.

4.03 Delegation of Authority by General Manager: If the General Manager is unavailable to take the actions described in Section 4.02 above, the department manager or supervisor or acting supervisor in need of emergency Commodities or General or Professional Services may make the necessary purchases, securing competitive quotations whenever possible. The supervisor may issue a verbal order to a vendor as necessary to resolve the immediate hazard. The supervisor must notify the General Manager of his or her actions as soon as reasonably possible.

4.04 Board Notification and Approval: The General Manager shall promptly report to the Board the emergency actions taken and the circumstances surrounding such emergency.

If the General Manager approves a Construction Contract without giving public notice for bids where it would normally be required, he or she shall inform the Board of Directors no later than seven days after the action, or at the Board's next regularly scheduled meeting, if that meeting will occur no later than 14 days after the action, and every regularly scheduled Board meeting thereafter until such emergency action is terminated. Following notice to the Board by the General Manager, the Board must decide whether to approve, by a four-fifths vote, the continuation of such emergency work. If the Board does not allow the emergency action to continue, the General Manager shall terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice inviting bids for the emergency work.

4.05 Delegation of Emergency Construction Contract Authority: Pursuant to Public Resources Code section 22050(b)(1), the Board delegates to the General Manager the authority to order emergency Construction Contract action under Public Contract Code section 22050(a).

**Section 5.00 Commodities, General Services and Construction Contracts of \$25,000 or Less**

5.01 Commodities and General Services: For a purchase of Commodities or contract for General Services in an amount or estimated amount of \$25,000 or less, the General Manager may make the purchase or approve the contract on the Open Market by seeking the most favorable terms and price either through negotiation, comparative pricing or informal Competitive Bidding, whichever method the General Manager deems most appropriate in the circumstances.

5.02 Construction Contracts: The General Manager may approve a Construction Contract without Competitive Bidding when the cost of such work does not exceed \$25,000. The General Manager shall seek the most favorable terms and price through negotiation, comparative pricing or informal Competitive Bidding as the General Manager deems most appropriate in the circumstances.

Alternatively, the District may perform the construction, reconstruction, erection, alteration, renovation, improvement, or repair of any building, structure, or facility owned, leased, or operated by the District by Force Account.

5.03 Availability of Funds: The General Manager may authorize a purchase or contract under Section 5.01 or 5.02 above only if there are unexpended funds available in the District budget for the purchase or to pay the costs of such contract. If there are no unexpended funds within the approved District budget, then the purchase or contract must be authorized by the Board.

5.04 Change Orders and Contract Amendments: The General Manager may negotiate, approve and sign change orders and contract amendments, provided that the sum of all change orders or amendments, does not exceed the approved contingency amount for the specific project. Any change orders or contract amendments that exceed the approved contingency amount shall require Board approval.

**Section 6.00 Commodities, General Services and Construction Contracts in Excess of \$25,000**

6.01 Competitive Bidding Required: A purchase of Commodities, a contract for General Services, or a Construction Contract in an amount or estimated amount exceeding \$25,000 shall be made pursuant to the Competitive Bidding requirements set forth in this Section 6, unless one of the following exceptions applies:

- a. Commodities or General Services can be obtained from only one vendor, manufacturer, distributor, or service provider as described in Section 6.06 below;
- b. Purchases made through the California Department of General Services;
- c. Emergency purchases or work as described in Section 4 of this Chapter;
- d. For Commodities or General Services, the General Manager determines that Competitive Bidding would not be advantageous or in the best interests of the District and recommends a single vendor/provider purchase or contract to the Board for approval; or
- e. For Commodities or General Services, the Board determines or directs otherwise.

6.02 Bidding Procedures: The bidding procedures are as follows:

- a. Notice Inviting Bids: The General Manager, or his or her designee, shall prepare a notice inviting bids for the purchase or contract that includes a general description of the supplies, materials, equipment to be purchased (including, if appropriate, bid specifications) or the General Service or construction work to be performed, the deadline for receipt of sealed bids, and the time and place for the bid opening.
- b. Publication of Notice: For Commodities and General Services, the notice inviting bids shall be posted in three public places in the District, distributed to prospective suppliers, vendors, and contractors on the Bidder's List, and otherwise distributed as the General Manager deems appropriate. For Construction Contracts, the notice inviting bids shall be published as required by Public Contract Code section 20682 or 20682.5.
- c. Bid Security: When the General Manager deems appropriate, a bidder's security may be required for the purchase of Commodities and General Services in a form and amount as determined by the General Manager. If a bidder's security is required, the bidder security requirement shall be set forth in the notice inviting bids. Bids that are delivered without the required bid security shall not be considered by the District.

All bids for Construction Contracts must be sealed and be accompanied by a bidder's security as required by Public Contract Code section 20683.

- d. Bid Opening: At the time and place for the bid opening, the bids shall be opened in public. The General Manager shall tabulate all bids received and keep them open for public inspection for a period of not less than 30 calendar days after the bid opening. At the next Board meeting following the opening of bids, the General Manager shall present the bids to the Board.
- e. Lowest Responsible Bidder: The District will only consider bidders who submit a complete and fully responsive bid. The General Manager shall make a recommendation to the Board on an award to the lowest responsible responsive bidder. In its discretion, the Board may award the contract to the lowest responsible responsive bidder, reject all bids and re-advertise for bids, or reject all bids and not proceed with the purchase or contract. Additionally, for Commodities and General Services, the Board may reject all bids and direct that an Open Market purchase be made, provided the price paid on the Open Market shall not exceed the bid of the lowest responsible responsive bidder. The Board may waive any irregularity or informality in any bid.

In determining the lowest responsible responsive bidder, price alone shall not be the determinative factor, but shall be considered along with other factors including, but not limited to, the ability of the bidder to deliver or perform the work, availability of the Commodities or services required, prior work experience, location of the vendor or service provider, and any other factors relating to the particular needs of the District for the Commodities to be purchased or the General Services or construction work required.

Upon an award to the lowest responsible responsive bidder, the security of an unsuccessful bidder, if any, shall be returned within a reasonable amount of time, but in no event shall the District hold the security beyond 60 days from the time the award is made.

- 6.03 Forfeiture of Bid Security: Upon award to the lowest responsible responsive bidder, if the successful bidder fails to proceed with the sale to the District or enter into a contract with the District within 10 days from the date of the award, the bidder shall forfeit the bid security.
- 6.04 Bid Protests: Any bid protest from an unsuccessful bidder must be submitted in writing to the District by the seventh day following the date of award. A “bid protest” means any protest, objection, complaint, or challenge to, concerning or against (i) a rejection of a bidder for any reason; (ii) a contract award to the apparent low bidder; (iii) another bidder’s bid; or (iv) the legality or enforceability of the bid documents or contract documents or process. The bidder filing the protest must have actually submitted a bid for the purchase or contract. The protest shall be in the form of a letter or memorandum to the General Manager and shall include the following: (i) a



complete statement of the basis or bases for the protest, including supporting documents; (ii) a reference to the specific portion(s) of the contract or bid documents that form(s) the basis of the protest; and (iii) the name, address, and telephone number of the person representing the protesting bidder.

The bidder filing the protest shall concurrently transmit a copy of the protest document and any attached documentation to all other bidders with a direct financial interest who may be adversely affected by the outcome of the protest, including all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

The Board shall issue a prompt decision on the protest. If the Board determines that a protest is frivolous, the bidder submitting the protest may be determined to be irresponsible and be deemed ineligible for future contract awards as described in Section 6.05 below.

The procedure and time limits set forth in this Section are mandatory and are the bidder's sole and exclusive remedy in the event of a bid protest. Failure to timely comply with these procedures will constitute a waiver of any right to further pursue the bid protest, including filing a petition for writ of mandate, Government Claims Act claim, or other lawsuit or legal proceeding.

6.05 Rejection of Irresponsible Bidder: The General Manager may declare a bidder to be irresponsible for the following reasons:

- a. Failure to furnish satisfactory proof of responsibility when requested by the District;
- b. Unsatisfactory delay in the performance of a contract or purchase order;
- c. Unsatisfactory performance of a contract or purchase order;
- d. Submittal of a frivolous bid protest as described in Section 6.04 above; or
- e. Violations or attempted violations of this Chapter.

Once a bidder has been determined to be irresponsible, the General Manager may remove the bidder from the Bidder's List and deem the bidder to be ineligible for future contract awards for a reasonable period of time as determined by the General Manager. The barred bidder shall be furnished with a written notice explaining the reasons for the irresponsibility determination, and may appeal such decision to the Board within 10 days of receiving the notice.

6.06 Single Vendor or Provider Purchases: When the District requires Commodities or General Services that can be obtained or purchased from only one vendor, manufacturer, distributor authorized to sell within the District, or service provider, the General Manager may conduct negotiations with such vendor, manufacturer, distributor, or service provider to secure the most favorable terms and price without complying with the requirements of Sections 6.01 and 6.02 above. All single vendor/provider purchases shall be supported by written documentation indicating the facts and nature supporting the determination that the single vendor/provider purchase is appropriate in the circumstances. All single vendor/provider purchases in an amount or estimated amount exceeding \$25,000 require Board approval.

6.07 Special Commodities: When the District requires special supplies, materials, or equipment that must be compatible with existing District equipment, or that must perform complex or unique functions, or that are otherwise patented or proprietary, the General Manager, in consultation with the department manager or supervisor, may limit bidding to a specific product type or brand name product.

Bidders who submit alternative products or brand names are responsible for demonstrating, to the District's satisfaction, that the proposed alternative product is equal in quality and performance to those specified in the bid documents.

6.08 Splitting of Transactions Unlawful: The District shall not split requirements for Commodities, General Services, and Construction Contracts into amounts or estimated amounts of less than \$25,000 to avoid the provisions of this Section 6.

## **Section 7.00 Contracts for Professional Services**

7.01 Factors to Consider: A Professional Services contract shall be awarded only to firms and persons who have demonstrated an adequate level of experience, competence, training, credentials, character, integrity, reputation, financial responsibility, resources, equipment, staffing, and other professional qualifications necessary to competently perform the services required by the District in the time period and price stated. The cost of service shall not be the determinative factor, as it may be in the District's best interest to award the Professional Services contract to a higher-priced consultant based on the scope of services, availability, unique skills, staffing levels, timing, prior experience, familiarity with District operations, and other information as determined by the District. The information required for determining the qualifications for providing the District with such services shall be developed by the department manager or supervisor requiring the professional services, in consultation with the General Manager.

When selecting an architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firm, the selection will be based on the demonstrated competence and professional qualifications necessary for the satisfactory performance of the required services in accordance with Government Code section 4526.

- 7.02 Contracts for \$25,000 or Less: For Professional Service contracts in an amount or estimated amount of \$25,000 or less, the General Manager may negotiate, approve and sign the Professional Services contract through negotiation, comparative pricing or informal Competitive Bidding, whichever method the General Manager deems most appropriate in the circumstances.

The General Manager may approve the contract only if there are unexpended funds available in the District budget to pay the costs of the Professional Services contract. If there are no unexpended funds within the approved District budget, then the contract must be authorized by the Board.

- 7.03 Contracts Exceeding \$25,000: A contract for Professional Services in an amount or estimated amount exceeding \$25,000 shall be made pursuant to the solicitation procedures as follows:

- a. Request for Proposal/Qualifications: The General Manager, or his or her designee, shall prepare a request for proposal/qualifications ("RFP/Q") that describes the Professional Services needed, the required minimum qualifications, any required pre-proposal conferences, the requirement that the proposal be sealed, the deadline for submitting the proposal/qualifications, and the place and time for making the submission.
- b. Selection of Consultant: The General Manager, in consultation with the department manager or supervisor requiring the Professional Services, shall review all proposals received in compliance with the RFP/Q requirements and may conduct follow-up interviews with the most qualified consultants. The proposals need not be opened in public. At the next Board meeting following the opening of proposals, the General Manager shall present the proposals to the Board.
- c. Award of Contract: The General Manager shall make a recommendation to the Board on an award to the most qualified proposal based on the factors described in Section 7.01 above. In lieu of the RFP/Q process, if the General Manager determines that the process would not be advantageous or in the best interests of the District, the General Manager may recommend a sole source Professional Services contract to the Board. In its discretion, the Board may award the contract to the person or firm recommended by the General Manager or, if applicable, another proposer, reject all

proposals and re-solicit proposals, reject all proposals and not proceed with the contract, or reject all proposals and direct that the General Manager solicit and negotiate a contract with a specific person or firm.

- 7.04 Contract Amendments: The General Manager may negotiate and execute Professional Services contract amendments, provided that the sum of all amendments does not exceed the approved contingency amount. Any contract amendment that exceeds the approved contingency amount shall require Board approval.

## **Section 8.00 Disposal of District Property**

- 8.01 Disposal of Surplus Real Property: The General Manager shall dispose of real property that the Board has determined to be no longer necessary for the District's use in compliance with the requirements set forth in Government Code sections 54220 through 54233 and as otherwise directed by the Board.
- 8.02 Disposal of Surplus Personal Property: This section applies to surplus personal property, which is personal property owned by the District that the Board has declared surplus as inadequate or no longer necessary for the needs of the District. The General Manager may sell surplus personal property, or trade-in surplus personal property, as the Manager deems in the best interests of the District. The General Manager may discard or dispose of unsalable surplus personal property in any appropriate manner. The General Manager may also discard or destroy surplus personal property in any appropriate manner that may have some resale value but where, because of safety or liability concerns, destruction or disposal is preferable to sale.

## MEMORANDUM

Date: August 12, 2015  
To: Board of Directors  
From: Improvements Committee Staff  
Subject: Consider Approval of an Extension of Term of Reimbursement Agreement Between Rancho Murieta Community Services District and SHF Acquisition Corporation

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### RECOMMENDED ACTION

Consider the request for an extension of term of Reimbursement Agreement between Rancho Murieta Community Services District and SHF Acquisition Corporation.

### BACKGROUND

Taylor & Wiley, attorneys for M&R Investment One Company, Inc. (M&R), the successor in interest to SHF Acquisition Corporation (SHF), has requested an amendment to the Reimbursement Agreement between the District and SHF (now M&R) to extend the term of the agreement an additional twenty (20) years. SHF constructed several oversized water, sewer, and drainage facilities to serve land outside of the properties developed by SHF in Unit 6. Their request is made because the Rancho Murieta Community has not developed as quickly as anticipated twenty (20) years ago due to unforeseen economic conditions. The proposal is attached for your review.

The Improvements Committee referred this matter to the Board for consideration.

# TAYLOR & WILEY

A PROFESSIONAL CORPORATION

## ATTORNEYS

2870 GATEWAY OAKS DR., SUITE 200  
SACRAMENTO, CALIFORNIA 95833

TELEPHONE: (916) 929-5545

TELEFAX: (916) 929-0283

JOHN M. TAYLOR  
JAMES B. WILEY  
JESSE J. YANG  
KATE A. WHEATLEY  
MATTHEW S. KEASLING

OF COUNSEL  
KATHLEEN R. MAKEL

July 29, 2015

Via Email and US Mail [dgillum@rmcsd.com](mailto:dgillum@rmcsd.com)

Ms. Darlene J. Gillum  
General Manager  
Rancho Murieta Community Service District  
P.O. Box 1050  
Rancho Murieta, Ca 95683

Re: Extension of Term of Reimbursement Agreement between Rancho Murieta Community Service District and SHF Acquisition Corporation.

Dear Ms. Gillum:

We are writing to you on behalf of M&R Investment One Company Inc. ("M&R"), the successor in interest to SHF Acquisition Corporation ("SHF"), which is evidenced by the attached Certificate of Merger. We are requesting an amendment to the Reimbursement Agreement between the Rancho Murieta Community Service District ("District") and SHF (now M&R) to extend the term an additional twenty (20) years. (Attached for your reference.) We are making this request, as SHF constructed several water, sewer and drainage facilities (the "Phase 1 Facilities") that were oversized to serve land in both Phase I and Phase II outside of the properties developed by SHF in Unit 6. Unfortunately, due to unforeseen economic conditions among others, the Rancho Murieta Community has not developed as quickly as anticipated twenty years ago. As the reimbursement agreement references in Section 1 D, it was the Districts intent "to assure fair and equitable sharing of costs of the Phase I Facilities and Phase II facilities by the owners benefitting therefrom." The requested extension of the term for twenty years maintains this intent to equitably share the cost of infrastructure to properties that benefit from such infrastructure. Accordingly, we request that the District amend the Reimbursement Agreement to extend the term for twenty years.

We look forward to working with you and your Board regarding this matter. Please feel free to call me should you have any questions.

Very Truly Yours,



James B. Wiley

cc: Gerald Pasek  
Betty Ferraro  
Paul Gumbinger  
Michael Martel  
Mark Pecotich  
Fadi Mashnouk

STATE OF NEVADA

ROSS MILLER  
Secretary of State



SCOTT W. ANDERSON  
Deputy Secretary  
for Commercial Recordings

OFFICE OF THE  
SECRETARY OF STATE

**Filing Acknowledgement**

December 29, 2006

**Job Number**  
C20070103-1955

**Corporation Number**  
C534-1951

**Filing Description**

**Document Filing  
Number**

**Date/Time of Filing**

Merge In

20060844579-05

December 29, 2006 12:35:02  
PM

**Corporation Name**

**Resident Agent**

M & R INVESTMENT ONE COMPANY  
INC

CORPORATION TRUST COMPANY OF  
NEVADA

The attached document(s) were filed with the Nevada Secretary of State, Commercial Recordings Division. The filing date and time have been affixed to each document, indicating the date and time of filing. A filing number is also affixed and can be used to reference this document in the future.

Respectfully,

A handwritten signature in black ink, appearing to read "Ross Miller".

ROSS MILLER  
Secretary of State

**Commercial Recording Division**  
202 N. Carson Street  
Carson City, Nevada 89701-4069  
Telephone (775) 684-5708  
Fax (775) 684-7138



DEAN HELLER  
Secretary of State  
204 North Carson Street, Suite 1  
Carson City, Nevada 89701-4229  
(775) 684-5788  
Website: secretaryofstate.biz

Entity #:  
C534-1951  
Document Number:  
20060844579-05

Date Filed:  
12/29/2006 12:35:02 PM  
In the office of

*Dean Heller*  
Dean Heller  
Secretary of State

**Articles of Merger**  
(PURSUANT TO NRS 92A.200)  
**Page 1**

ABOVE SPACE IS FOR OFFICE USE ONLY

(Pursuant to Nevada Revised Statutes Chapter 92A)  
(excluding 92A.200(4b))

1) Name and jurisdiction of organization of each constituent entity (NRS 92A.200). If there are more than four merging entities, check box  and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity.

SHR Acquisition Corp  
Name of merging entity

Nevada  
Jurisdiction

Corporation 88-0242928  
Entity type \*

South Lake Acquisition Corp SKM  
Name of merging entity

Nevada SKM  
Jurisdiction

Corporation 88-0246931 SKM  
Entity type \*

Name of merging entity

Jurisdiction

Entity type \*

Name of merging entity

Jurisdiction

Entity type \*

and

M+R Investment Company, Inc. M+R INVESTMENT ONE COMPANY INC SKM  
Name of surviving entity

Nevada  
Jurisdiction

Corporation 88-0068355  
Entity type \*

\* Corporation, non-profit corporation, limited partnership, limited liability company or business trust.

Filing Fee: \$350.00

This form must be accompanied by appropriate fees.





DEAN HELLER  
Secretary of State  
204 North Carson Street, Suite 1  
Carson City, Nevada 89701-4299  
(775) 644 5708  
Website: secretaryofstate.biz

**Articles of Merger**  
**(PURSUANT TO NRS 92A.200)**  
**Page 2**

ABOVE SPACE IS FOR OFFICE USE ONLY

2) Forwarding address where copies of process may be sent by the Secretary of State of Nevada (if a foreign entity is the survivor in the merger - NRS 92A.198):

Attn: Steve K Miller

c/o: 8441 E 32nd St North, Suite # 200  
Wichita, KS 67226

3) (Choose one)

The undersigned declares that a plan of merger has been adopted by each constituent entity (NRS 92A.200).

The undersigned declares that a plan of merger has been adopted by the parent domestic entity (NRS 92A.180)

4) Owner's approval (NRS 92A.200)(options a, b, or c must be used, as applicable, for each entity) (if there are more than four merging entities, check box  and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity):

(a) Owner's approval was not required from

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

and, or;

Name of surviving entity, if applicable

This form must be accompanied by appropriate fees.

Nevada Secretary of State All Merger 2003  
Revised 04/18/2006



DEAN HELLER  
Secretary of State  
204 North Carson Street, Suite 1  
Carson City, Nevada 89701-4299  
(775) 684 6708  
Website: secretaryofstate.biz

**Articles of Merger**  
(PURSUANT TO NRS 92A.200)  
**Page 3**

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(b) The plan was approved by the required consent of the owners of:

SHE Acquisition Corporation  
Name of merging entity, if applicable

South Lake Acquisition Corporation - SKIN  
Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

and, or:

M&R Investment Company, Inc. M&R INVESTMENT ONE COMPANY, INC. SKIN  
Name of surviving entity, if applicable

\* Unless otherwise provided in the certificate of trust or governing instrument of a business trust, a merger must be approved by all the trustees and beneficial owners of each business trust that is a constituent entity in the merger.

This form must be accompanied by appropriate fees.



**DEAN HELLER**  
Secretary of State  
204 North Carson Street, Suite 1  
Carson City, Nevada 89701-4239  
(775) 684-5766  
Website: secretaryofstate.biz

**Articles of Merger**  
(PURSUANT TO NRS 92A.200)  
**Page 4**

ABOVE SPACE IS FOR OFFICE USE ONLY

**(c) Approval of plan of merger for Nevada non-profit corporation (NRS 92A.160):**

The plan of merger has been approved by the directors of the corporation and by each public officer or other person whose approval of the plan of merger is required by the articles of incorporation of the domestic corporation.

\_\_\_\_\_

Name of merging entity, if applicable

\_\_\_\_\_

Name of merging entity, if applicable

\_\_\_\_\_

Name of merging entity, if applicable

\_\_\_\_\_

Name of merging entity, if applicable

and, or:

\_\_\_\_\_

Name of surviving entity, if applicable

*This form must be accompanied by appropriate fees.*

Nevada Secretary of State All Merger 2003  
Revised 01/10/2005



DEAN HELLER  
Secretary of State  
204 North Carson Street, Suite 1  
Carson City, Nevada 89701-4299  
(775) 684 6798  
Website: secretaryofstate.biz

**Articles of Merger**  
(PURSUANT TO NRS 92A.200)  
**Page 5**

ABOVE SPACE IS FOR OFFICE USE ONLY

5) Amendments, if any, to the articles or certificate of the surviving entity. Provide article numbers, if available. (NRS 92A.200):

[Empty box for amendments]

6) Location of Plan of Merger (check a or b):

(a) The entire plan of merger is attached;

or:

(b) The entire plan of merger is on file at the registered office of the surviving corporation, limited liability company or business trust, or at the records office address if a limited partnership, or other place of business of the surviving entity (NRS 92A.200).

7) Effective date (optional): 11/30/06

\* Amended and restated articles may be attached as an exhibit or integrated into the articles of merger. Please entitle them "Restated" or "Amended and Restated," accordingly. The form to accompany restated articles prescribed by the secretary of state must accompany the amended and/or restated articles. Pursuant to NRS 92A.160 (merger of subsidiary into parent - Nevada parent owning 90% or more of subsidiary), the articles of merger may not contain amendments to the constituent documents of the surviving entity except that the name of the surviving entity may be changed.

\*\* A merger takes effect upon filing the articles of merger or upon a later date as specified in the articles, which must not be more than 90 days after the articles are filed (NRS 92A.240).

This form must be accompanied by appropriate fees.



DEAN HELLER  
Secretary of State  
204 North Carson Street, Suite 1  
Carson City, Nevada 89701-4299  
(775) 684 8708  
Web site: secretaryofstate.biz

**Articles of Merger**  
(PURSUANT TO NRS 92A.200)  
**Page 6**

ABOVE SPACE IS FOR OFFICE USE ONLY

6) Signatures - Must be signed by: An officer of each Nevada corporation; All general partners of each Nevada limited partnership; All general partners of each Nevada limited partnership; A manager of each Nevada limited liability company with managers or all the members if there are no managers; A trustee of each Nevada business trust (NRS 92A.230)\*  
(If there are more than four merging entities, check box  and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity.)

BHF Acquisition Corporation  
Name of merging entity  
Dean Heller Signature President Title 12/12/06 Date

South Lake Acquisition Corporation SKM  
Name of merging entity  
Dean Heller SKM Signature President Title 12/12/06 SKM Date

\_\_\_\_\_  
Name of merging entity  
\_\_\_\_\_  
Signature Title Date

\_\_\_\_\_  
Name of merging entity  
\_\_\_\_\_  
Signature Title Date

M-K Investment Company, Inc M-K INVESTMENT ONE COMPANY INC SKM  
Name of surviving entity  
Dean Heller Signature President Title 12/12/06 Date

\* The articles of merger must be signed by each foreign constituent entity in the manner provided by the law governing it (NRS 92A.230). Additional signature blocks may be added to this page or as an attachment, as needed.  
**IMPORTANT:** Failure to include any of the above information and submit the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

**CERTIFICATE OF MERGER**

**MERGING**

**South Lake Acquisition Corporation  
A Nevada Corporation**

**INTO**

**M & R Investment Company, Inc.,  
A Nevada Corporation**

*SKM*

South Lake Acquisition Corporation, a corporation organized and existing under the laws of the State of Nevada with its principal place of business at 8441 E 32<sup>nd</sup> St North, Suite #200, Wichita, Kansas, 67226, and M & R Investment Company, Inc., a corporation organized and existing under the laws of the State of Nevada with its registered offices at 8441 E 32<sup>nd</sup> St North, Suite #200, Wichita, Kansas, 67226,

**DO HEREBY CERTIFY PURSUANT TO Nevada Revised Statutes 92A-100, et seq.,**

**FIRST:** That South Lake Acquisition Corporation, and M & R Investment Company, Inc., have entered into an Agreement of Merger (the "Agreement"), dated as of November 29, 2006, which sets forth the terms and conditions of a merger by and between the Constituent Corporations (the "Merger"), which has been approved, adopted, certified, executed, and acknowledged in accordance with Nevada Revised Statute 92A-100, et seq., and amendment thereto.

**SECOND:** That M & R Investment Company, Inc., is a wholly-owned subsidiary of South Lake Acquisition Corporation which is wholly-owned subsidiary of Dunes Hotel and Casino Inc., all of which have approved and consented to this merger.

**THIRD:** that the name of the surviving corporation of said merger is M & R Investment Company, Inc (the "surviving Corporation"), and its articles of incorporation and bylaws in effect on the Effective Date, as hereinafter defined, shall be and remain the articles of incorporation and bylaws of the Surviving Corporation.

**FOURTH:** That the executed Agreement is on file at the registered office and principal place of business of the Surviving Corporation, which is located at 8441 E 32<sup>nd</sup> St north, Suite # 200 Wichita, Kansas, 67226.

**FIFTH:** That upon the request of any stockholder of Constituent Corporations, a copy of said Agreement will be provided without cost to such stockholder by the Surviving Corporation.

SIXTH: The Merger shall be effected by and be given effect upon the filing of this Certificate of Merger in the office of the Secretary of State of Nevada. Such date and time of filing is referred to in this Certificate of Merger as the "Effective Date."

SEVENTH: That M & R Investment Company, Inc., agrees that it may be served with process in Nevada in any proceeding for enforcement of any obligation as a Constituent corporation of Nevada, as well as the enforcement of any obligation of the surviving or resulting corporation arising from merger, including any suit or other proceeding to enforce the right of any stockholders as determined in appraisal proceeding pursuant to Nevada Code 92A-100, et seq, and shall irrevocably appoint the Nevada Secretary of State as its agent to accept services of process in any such suit or other proceeding and forward it to its attention at its registered office located at 8441 E 32<sup>nd</sup> St North Suite # 200, Wichita, Kansas, 67226.

South Lake Acquisition Corporation  
A Nevada Corporation

By: *Steve K Miller*  
Steve K Miller, President

M & R Investment Company, Inc.,  
A Nevada Corporation

By: *Steve K Miller*  
Steve K Miller, President

Acknowledgment

STATE OF *Kansas* )  
COUNTY OF *SG* ) ss:

On the 30<sup>th</sup> day of November, 2006, before me personally came Steve K. Miller, President of M & R Investment Company, Inc., a Nevada corporation, to me known and who, being by me duly sworn, did depose and say that he hold the aforementioned offices of the corporations; and signed his name thereto by order of the board of directors of said corporations.


 BRENDA L. BOYD  
NOTARY PUBLIC  
STATE OF KANSAS  
My Appl. Exp. *7-14-09*

*Brenda L. Boyd*  
Notary Public

My Appointment Expires: *7-14-09*

STATE OF *Kansas* )  
COUNTY OF *SG* ) ss:

On the 30<sup>th</sup> day of November, 2006, before me personally name Steve K Miller of South Lake Acquisition, a Nevada Corporation and M & R Investment Company a Nevada Corporation, to me known and who, being by me duly sworn, did depose and say that he hold the aforementioned offices of the corporations; and each signed his name thereto by order of the board of directors of said corporations

 BRENDA L. BOYD  
NOTARY PUBLIC  
STATE OF KANSAS  
My Appl. Exp. *7-14-09*

*Brenda L. Boyd*  
Notary Public

My Appointment Expires: *7-14-09*



**CERTIFICATE OF MERGER**

**MERGING**

**SHF Acquisition Corporation  
A Nevada Corporation**

**INTO**

**M & R INVESTMENT ONE COMPANY INC.  
M & R Investment Company, Inc. SKM  
A Nevada Corporation**

SHF Acquisition Corporation, a corporation organized and existing under the laws of the State of Nevada with its principal place of business at 8441 E 32<sup>nd</sup> St North, Suite #200, Wichita, Kansas, 67226, and M & R Investment Company, Inc., a corporation organized and existing under the laws of the State of Nevada with its registered offices at 8441 E 32<sup>nd</sup> St North, Suite #200, Wichita, Kansas, 67226,

DO HEREBY CERTIFY PURSUANT TO Nevada Revised Statutes 92A-100, et seq.,

**FIRST:** That SHF Acquisition Corporation, and M & R Investment Company, Inc., have entered into an Agreement of Merger (the "Agreement"), dated as of November 29, 2006, which sets forth the terms and conditions of a merger by and between the Constituent Corporations (the "Merger"), which has been approved, adopted, certified, executed, and acknowledged in accordance with Nevada Revised Statute 92A-100, et seq., and amendment thereto.

**SECOND:** That M & R Investment Company, Inc., is a wholly-owned subsidiary of SHF Acquisition Corporation which is wholly-owned subsidiary of Dunes Hotel and Casino Inc., all of which have approved and consented to this merger.

**THIRD:** that the name of the surviving corporation of said merger is M & R Investment Company, Inc (the "surviving Corporation"), and its articles of incorporation and bylaws in effect on the Effective Date, as hereinafter defined, shall be and remain the articles of incorporation and bylaws of the Surviving Corporation.

**FOURTH:** That the executed Agreement is on file at the registered office and principal place of business of the Surviving Corporation, which is located at 8441 E 32<sup>nd</sup> St north, Suite # 200 Wichita, Kansas, 67226.

**FIFTH:** That upon the request of any stockholder of Constituent Corporations, a copy of said Agreement will be provided without cost to such stockholder by the Surviving Corporation.

**SIXTH:** The Merger shall be effected by and be given effect upon the filing of this Certificate of Merger in the office of the Secretary of State of Nevada. Such date and time of filing is referred to in this Certificate of Merger as the "Effective Date."

**SEVENTH:** That M & R Investment <sup>of the</sup> Company, Inc., agrees that it may be served with process in Nevada in any proceeding for enforcement of any obligation as a Constituent corporation of Nevada, as well as the enforcement of any obligation of the surviving or resulting corporation arising from merger, including any suit or other proceeding to enforce the right of any stockholders as determined in appraisal proceeding pursuant to Nevada Code 92A-100, et seq, and shall irrevocably appoint the Nevada Secretary of State as its agent to accept services of process in any such suit or other proceeding and forward it to its attention at its registered office located at 8441 E 32<sup>nd</sup> St. North Suite # 200, Wichita, Kansas, 67226.

SHF Acquisition Corporation  
A Nevada Corporation

By:   
Steve K. Miller, President

M & R INVESTMENT ONE COMPANY INC  
M & R Investment Company, Inc.  
A Nevada Corporation

By:   
Steve K. Miller, President

**Acknowledgment**

STATE OF *Kansas* )  
                                  ) ss:  
COUNTY OF *SG* )

On the 30<sup>th</sup> day of November, 2006, before me personally came Steve K. Miller, President of M & R Investment Company, Inc., a Nevada corporation, to me known and who, being by me duly sworn, did depose and say that he hold the aforementioned offices of the corporations; and signed his name thereto by order of the board of directors of said corporations.



  
Notary Public

My Appointment Expires: 7-14-09

STATE OF *Kansas* )  
                                  ) ss:  
COUNTY OF *SG* )

On the 30<sup>th</sup> day of November, 2006, before me personally came Steve K. Miller of SHF Acquisition, a Nevada Corporation and M & R Investment Company, a Nevada Corporation, to me known and who, being by me duly sworn, did depose and say that he hold the aforementioned offices of the corporations; and each signed his name thereto by order of the board of directors of said corporations



  
Notary Public

My Appointment Expires: 7-14-09



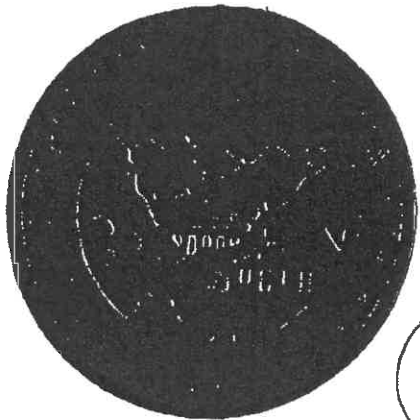
# SECRETARY OF STATE



## CERTIFICATE OF NAME CHANGE

I, ROSS MILLER, the duly qualified and elected Nevada Secretary of State, do hereby certify that on January 1, 2007, a Certificate of Amendment to its Articles of Incorporation changing the name to M & R INVESTMENT ONE COMPANY INC, was filed in this office by M & R INVESTMENT COMPANY, INC. Said change of name has been made in accordance with the laws of the State of Nevada and that said Certificate of Amendment is now on file and of record in this office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on June 8, 2007.



Handwritten signature of Ross Miller.

ROSS MILLER  
Secretary of State

By

Handwritten signature of Jacqueline Warr.  
Certification Clerk

**State of California**  
Secretary of State



I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 2 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

JUN 11 2007

*Debra Bowen*

DEBRA BOWEN  
Secretary of State

A0662128

**ENDORSED - FILED**  
In the office of the Secretary of State  
of the State of California

JUN 11 2007

**AMENDED STATEMENT BY  
FOREIGN CORPORATION**

M & R Investment One Company, Inc.

(Name of Corporation)

\_\_\_\_\_ a corporation organized

and existing under the laws of Nevada and which is presently  
(State or Place of Incorporation)

qualified for the transaction of intrastate business in the State of California, makes the following statement:

That the name of the corporation has been changed to that hereinabove set forth and that the name relinquished at the time of such change was \_\_\_\_\_

M & R Investment Company, Inc.

M & R Investment One Company, Inc.

(Name of Corporation)



(Signature of Corporate Officer)

Steve K. Miller, President

(Typed Name and Title of Officer Signing)

**State of California  
Secretary of State**

**NAME CHANGE  
CERTIFICATE OF QUALIFICATION**

**C2496732**

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify that on the 11st day of June, 2007, there was filed in this office an Amended Statement and Designation by Foreign Corporation whereby the corporate name of **M & R INVESTMENT COMPANY, INC.**, a corporation organized and existing under the laws of Nevada, was changed to **M & R INVESTMENT ONE COMPANY, INC.** This corporation complied with the requirements of California law in effect on that date for the purpose of qualifying to transact intrastate business in the State of California and as of said date has been and is qualified and authorized to transact intrastate business in the State of California, subject however, to any licensing requirements otherwise imposed by the laws of this State.

**IN WITNESS WHEREOF, I execute  
this certificate and affix the Great Seal  
of the State of California this day of  
June 11, 2007.**



*Debra Bowen*

**DEBRA BOWEN  
Secretary of State**



## REIMBURSEMENT AGREEMENT

This Agreement is made by and between Rancho Murieta Community Services District ("District") and SHF Acquisition Corporation ("SHF") with respect to the following:

### Recitals

WHEREAS, SHF has developed over 100 improved lots collectively known as Unit 6 in the Rancho Murieta Subdivision which are within the District (the "Property")

WHEREAS, in its development of Unit 6, SHF was required to construct several water, sewer and drainage facilities (the "Phase I Facilities") that are oversized to serve lands outside the boundaries of Unit 6.

WHEREAS, construction of the Phase I Facilities has been completed

WHEREAS, the lands contained within Unit 6 will benefit from future sewer facilities (the "Phase II Facilities") that will be constructed to replace the temporary sewer facilities which were constructed for the Unit 6 project.

WHEREAS, the Phase II Facilities will also benefit property not a part of Unit 6 (the "Benefited Properties").

WHEREAS, SHF and District desire to make provision for reimbursement of the costs incurred and the funds advanced by SHF out of the proceeds of any subsequent community facilities district or by direct payment by subsequent developers of the Benefited Properties

NOW, THEREFORE, District and SHF agree as follows:

## Agreement

### I Reimbursement for Net External Benefit.

A. District and SHF acknowledge that SHF was required to construct the Phase I Facilities, which are described on Exhibit A, attached hereto and incorporated herein, as a condition of development of Unit 6. District and SHF further acknowledge that the Phase I Facilities are oversized facilities which will benefit lands both inside and outside the boundaries of Unit 6. District and SHF agree that the total cost of the Phase I Facilities was \$1,597,425.75, and that of this amount, \$276,088.44 is allocable to Unit 6 and \$1,321,337.31 is allocable to the Benefited Properties. The allocation of such costs is shown on Exhibit A.

B. District and SHF acknowledge that the future construction of the Phase II Facilities, which are described on Exhibit B, attached hereto and incorporated herein, will benefit lands both inside and outside the boundaries of Unit 6. District and SHF agree that the estimated cost of the Phase II Facilities (including the bond financing costs therefor) will be approximately \$3,597,750.00, and that of this amount, \$130,725.00 is allocable to Unit 6 and \$3,467,025.00 is allocable to the Benefited Properties. The allocation of such costs is shown on Exhibit B.

C. District and SHF agree that the reciprocal claims arising from construction of the Phase I Facilities and the Phase II Facilities result in a net amount due to SHF of approximately \$1,190,612.31 (the "Net External Benefit") from the Benefited Properties. This amount is determined as follows:

ITEM	AMOUNTS
I.	
Cost of the Phase I Facilities	\$ 1,597,425.75
Unit 6 share of the cost of the Phase I Facilities	<u>&lt; 276,088.44 &gt;</u>
Benefited Properties' share of the cost of the Phase I Facilities	\$ 1,321,337.31
II	
Estimated cost of the Phase II Facilities less Financing (bond issuance) expense	\$ 2,665,000.00
Unit 6 share of the cost of the Phase II Facilities	<u>&lt; 130,725.00 &gt;</u>
Benefited Properties' share of the cost of the Phase II Facilities (exclusive of bond issuance costs)	\$ 2,534,275.00
Benefited Properties' share of the cost of the bond issuance costs for the Phase II Facilities	<u>\$ 886,996.25</u>
Total Benefited Properties' share of the cost of the Phase II Facilities	\$ 3,421,271.25
III	
Benefited Properties' share of the cost of the Phase I Facilities	\$1,321,337.31
Unit 6 share of the cost of the Phase II Facilities	<u>&lt; 130,725.00 &gt;</u>
Net Amount due SHF from Benefited Properties	<u>\$ 1,190,612.31</u>

D. To assure a fair and equitable sharing of the costs of the Phase I Facilities and Phase II Facilities by the owners benefiting therefrom, District shall not enter into any agreement to extend or provide facilities, nor shall it issue "will serve" letters with respect to a

Benefited Property, unless and until the owner of such Benefited Property has reimbursed, or has entered into an agreement with District to reimburse, SHF for its pro rata share of the Net External Benefit (to the extent that SHF has not previously been reimbursed or credited for the costs of such Net External Benefit). The Net External Benefit shall be spread among the Benefited Properties as shown in Exhibits A and B and in accordance with the following percentage allocations or such other allocations as District may adopt through the formation of a Benefit District or a district created in whole or in part for the purpose of financing reimbursement of the Net External Benefit:

Description of Benefiting Property	Pro Rata Share of Net External Benefit	Net External Benefit
<b>I. PHASE I FACILITIES:</b>		
Calero	2.97%	\$ 39,183.00
RM North - East	41.96%	554,497.29
RM North - West	48.78%	644,482.87
RM North - School	2.49%	32,868.38
Hotel Site	<u>3.81%</u>	<u>50,305.78</u>
<b>TOTAL Phase I Facilities:</b>	<b>100.00%</b>	<b>\$1,321,337.31</b>
<b>II. PHASE II FACILITIES:</b>		
Calero	9.80%	\$ 335,199.60
RM North - East	65.53%	2,241,815.13
RM North - West	22.81%	780,516.54

RM North - School	<u>1.86%</u>	<u>63,739.98</u>
TOTAL PHASE II FACILITIES:	100.00%	\$3,421,271.25

The pro rata shares of the Net External Benefit set forth above have been calculated in accordance with the allocation of benefit for the Phase I Facilities and Phase II Facilities described in Exhibits A and B, respectively, and further, in accordance with the distribution of dwelling units pursuant to the allocations approved for Improvement District No. 1

E. If any Improvement District, Assessment District, Community Facilities District or other public financing mechanism is created by the District which includes any or all of the Benefited Properties, the amount to be financed by such entity shall include, and the proceeds of any bonds issued by such entity shall first be used to reimburse SHF for that portion of the External Benefit attributable to the benefits received by the Benefited Properties included therein.

F. District agrees to use its best efforts to carry out the provisions of this Section 1, but makes no warranty that it will be successful in securing reimbursement of the External Benefit as contemplated herein

G. Any and all financing costs or other expenses arising out of the issuance of bonds as provided in Section 1 E, above, shall be borne by the owners of the Benefited Properties.

2. **Reimbursement Personal.** The rights to reimbursement under this Agreement are personal to SHF and shall not run with the Unit 6 Property unless expressly assigned by SHF.

3. **Assignment.** SHF may assign its rights and obligations under this Agreement, with the prior written consent of District, which consent shall not be unreasonably withheld.

4. **Reimbursement - Twenty Year Term.** SHF's rights to reimbursement under this Agreement shall expire twenty (20) years following the effective date of this Agreement

9/20/95  
2015

5. **Severability.** In the event that any provision of this Agreement is held to be invalid, void or otherwise unenforceable by any court of competent jurisdiction, such provision(s) shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provisions contained herein. Should any provision of this Agreement be held unenforceable, SHF and District shall take such steps as equity and good faith require to provide for completion of the Phase II Facilities and reimbursement of the External Benefit costs incurred by SHF.

6. **Indemnification.** SHF agrees to defend, indemnify and save and hold harmless District, its officers, agents and employees from any and all claims, damages, liability or actions arising out of or connected with this Agreement, expressly including any action challenging the validity of this Agreement. Such agreement to defend, indemnify and save and hold harmless District shall expressly exclude any and all claims made or actions brought by SHF or SHF's heirs or assigns against District to enforce the provisions of this Agreement.

7. **Obligations Arising from Agreement.** Neither District funds nor District monies, except future CFD funds and accounts and funds acquired for reimbursement, shall be liable for payment of any obligations arising from this Agreement. Neither the full faith and credit nor the taxing power of the District is pledged for the payment of any obligations arising from this Agreement. SHF may not compel the exercise of Districts' taxing power or the forfeiture of any of its property to satisfy any obligations arising from this Agreement. The obligations arising from this Agreement are not a debt of the District, nor a legal or equitable pledge, charge, lien or encumbrance upon any of its property, or upon any of its income, receipts or revenues, except the revenues to a CFD arising from the Bonds.

8. **Legal Fees.** In the event that legal action is necessary to enforce the provisions of this Agreement, the prevailing party(ies) shall be entitled to reasonable attorneys' fees and costs.

9. **Amendment.** Amendment or modifications to this Agreement shall be in writing and executed by all parties.

10. **Entire Agreement.** This Agreement and any attachments hereto constitute the entire agreement and understanding between District and SHF concerning the subject matter contained herein.

11. **Notices.** All notices requested by this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid. Written notices or communications required by or concerning this Agreement shall be addressed as follows:

District:

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

SHF:

SHF Acquisition Corporation  
Atten: Jim Dale  
4045 S. Spencer Street, Suite 206  
Las Vegas, NV 89119

SHF Attorney:

Calfée & Young, P.C.  
Atten: Christopher J. Konwinski  
611 North Street  
Woodland, CA 9569

Any party may change the address stated herein by giving notice in writing to the other parties, and thereafter notices and correspondence shall be addressed and transmitted to the new address.

12 **Counterpart Execution.** This Agreement may be executed in counterpart

13 **Interpretation.** Notwithstanding the fact that one or more provisions of this agreement may have been drafted by one of the parties to this Agreement, such provisions shall be interpreted as though they were the product of a joint drafting effort and no provision shall be interpreted against a party on the ground that said party was wholly or primarily for drafting the language to be interpreted.

14 **Exhibits.** Attached hereto and incorporated herein by this reference are the following Exhibits:

- A. Allocation of Phase I Facilities to Unit 6 and the Benefited Properties.
- B. Allocation of Phase II Facilities to Unit 6 and the Benefited Properties.

IN WITNESS WHEREOF the parties execute this Agreement on the date(s) set forth below.

District:

RANCHO MURIETA COMMUNITY SERVICES  
DISTRICT

Dated:

9/20/95

By:

John R. Thurston

President

Board of Directors

Attest:

Sandra A. Hickman  
Secretary

SHF:

SHF ACQUISITION CORPORATION

Dated:

Aug 15, 1995

By:

Joseph H. Dale

Its:

President





EXHIBIT "A"

UNIT 6 BENEFIT/COST ANALYSIS

Page 2 of 2

Version 18.3 February 72, 1985

GIBBERSON & ASSOCIATES, Inc.  
11244 COLOMA ROAD, SUITE 200  
SACRAMENTO, CA 95870 (916) 623-4560  
TELEPHONE: MELLO 596-9611 JOB # 8400104

NOTES:

1. ESTIMATED COSTS ARE IN CONSTANT APRIL 1984 DOLLARS (ENR INDEX = 6521) DERIVED BY TAKING THE ESTIMATED COST FROM THE CFD NO. 1 ENGINEER'S REPORT AND ESCALATING THAT AMOUNT TO APRIL 1984 ENR INDEX OF APRIL 1984 OBTAINED BY ENR INDEX OF CFD NO. 1 REPORT MULTIPLIED BY CFD NO. 1 COST.
2. ESTIMATED COSTS ARE BY THEIR NATURE APPROXIMATIONS OF THE PROBABLE MAGNITUDE OF PROJECT COSTS.
3. INCL. CONSTRUCTION, CONTINGENCIES, ENGINEERING, SUPERVISION AND INSPECTION.
4. EQUIVALENT DWELLING UNIT COUNTS FOR THE PARCELS WERE PROVIDED BY THE DEVELOPER OF EACH PARCEL. THESE DENSITIES WERE VERIFIED BY RANCHO MURFETA OSD FIELD ESTIMATES USING ASSUMED YIELD RATIOS FOR RESIDENTIAL LAND USES MULTIPLIED BY PARCEL ACRES AND EDU RATIOS MULTIPLIED BY ASSUMED YIELD RATIOS FOR NON-RESIDENTIAL LAND USES AND THE EQUIVALENT NUMBER OF DWELLING UNITS DERIVED FROM TOTAL ORIGINAL ASSESSMENTS FOR NON-RESIDENTIAL PROPERTIES.
5. THIS ANALYSIS SUBDIVIDES STRA NO. 11 INTO THREE SUB-AREAS TO MORE EQUITABLY SPREAD THE COSTS OF PHASE I FACILITY NO. 5, D. E. F. & G.



EXHIBIT "B"

UNIT 6 BENEFIT/COST ANALYSIS

Page 2 of 2

Version: 12.10 July 22, 1995

NOTES:

1. ESTIMATED COSTS ARE IN CONSTANT APRIL 1984 DOLLARS (ENR INDEX=652) DERIVED BY TAKING THE ESTIMATED COST FROM THE CFD NO. 1 ENGINEER'S REPORT AND ESCALATING THAT AMOUNT TO APRIL 1984 (ENR INDEX OF APRIL 1984 DIVIDED BY ENR INDEX OF CFD NO. 1 REPORT MULTIPLIED BY CFD NO. 1 COSTS).
2. ESTIMATED COSTS ARE BY THEIR NATURE APPROXIMATIONS OF THE PROBABLE MAGNITUDE OF PROJECT COSTS (INCLUDING CONSTRUCTION, CONTINGENCIES, ENGINEERING, SUPERVISION AND INSPECTION).
3. EQUIVALENT DWELLING UNIT COUNTS FOR THE PARCEL WERE PROVIDED BY THE DEVELOPER OF EACH PARCEL. THESE DENSITIES WERE VERIFIED BY RANCHO MURIELA CSD YIELD ESTIMATES USING ASSUMED DENSITIES FOR RESIDENTIAL LAND USES.
4. THIS ANALYSIS INCLUDES AN ESTIMATE OF THE BOND FINANCING AND FORMATION COSTS.
5. THIS ANALYSIS UTILIZES THE DWELLING UNIT COUNTS FROM IMPROVEMENT DISTRICT NO. 1 FOR RESIDENTIAL PROPERTIES AND THE EQUIVALENT NUMBER OR DWELLING UNITS DERIVED FROM THE TOTAL ORIGINAL ASSESSMENTS, FOR NON-RESIDENTIAL PROPERTIES.
6. THIS ANALYSIS SUBDIVIDES STRA NO. 11 INTO THREE SUB-AREAS TO MORE EQUITABLY SPREAD THE COSTS OF PHASE 1 FACILITY NOS. D.E.F. & G.
7. THIS ANALYSIS REFLECTS THE DECISION OF THE DISTRICT IMPROVEMENT COMMITTEE TO WAIVE ANY UNIT NO. 6 COST SHARING RESPONSIBILITY FOR PHASE II IMPROVEMENTS (IMPROVEMENTS NOS. I & J).

## MEMORANDUM

Date: August 13, 2015  
To: Board of Directors  
From: Darlene J. Gillum, General Manager  
Subject: Consider Adoption of District Policy P2015-08, Record Retention, Disposal and Storage Policy

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### **RECOMMENDED ACTION**

Adopt District Policy P2015-08, Record Retention, Disposal and Storage Policy. This Policy supersedes District Policy 2011-11.

### **BACKGROUND**

Attached are the District's General Counsel's recommended changes to District Policy 2011-11, Document Retention Policy. The proposed District Policy 2015-08 will supersede the current Policy. The goal of this amendment is to streamline and simplify the District's existing Policy and make it consistent with the Government Code for record retention, disposal and storage.

# RANCHO MURIETA COMMUNITY SERVICES DISTRICT

<b>Category:</b>	Financial	<b>Policy #</b> P2015-08
<b>Title:</b>	Records Retention, Disposal and Storage Policy	

## PURPOSE

The purpose of this Document Retention Policy (“policy”) is to provide guidelines to staff regarding the retention, disposal, and storage of records of the Rancho Murieta Community Services District (“District”); provide for the identification, maintenance, safeguarding and disposal of records in the normal course of business; ensure prompt and accurate retrieval of records; and ensure compliance with legal and regulatory requirements.

## RECORDS RETENTION

The District shall retain, store and dispose of its records in accordance with this policy, the provisions of Government Code sections 60200 through 60203, and local government records management guidelines prepared by the Secretary of State.

The following records shall be maintained permanently in their original form in the District’s files:

1. Records that relate to the formation, change of organization or reorganization of the District.
2. Ordinances and resolutions of the Board of Directors.
3. Documents received from the Sacramento County Tax Assessor’s office relating to the collection of District taxes, fees and charges.
4. Ballot arguments for and against District bond issues.
5. Results of bond propositions received from canvassing bodies.
6. Results of elections for the office of a member of the Board of Directors received from a canvassing body.
7. Records of and receipts for bank securities.
8. California Public Employees’ Retirement System (CalPERS), Social Security, and Social Security Insurance records.
9. Records relating to real property in which the District has an interest, such as deeds, easements, dedications, encroachment permits and rights of way, and other documents of title.
10. Maps, surveys and records showing District boundaries and parcels within the District.
11. Proposition 218 protests and assessment district ballots.
12. Bond and insurance policies insuring District property and assets.

Except for the categories of records identified above, original documents may be converted to digital or photographic media and the originals destroyed. To the extent permitted by law, the District shall use technology solutions to minimize the creation of paper files and records and to minimize the future workload in digitizing paper files for archive purposes.

The District must retain the following records, regardless of any different Records Retention Schedule as to any identified record or records specified below:

1. Any District record that is the subject of a pending request made under the Public Records Act (Government Code §§ 6250 – 6276.48) until the District has either (a) complied with the request, or (b) waited at least two years after the record was withheld and written notice denying the request was provided to the requestor;
2. Documents related to pending public works not accepted by the District or to which a stop notice claim may be legally presented;
3. Documents related to any non-discharged District debt; and
4. Any document that has not yet fulfilled the administrative, fiscal, or legal purpose for which it was created or received by the District.

## **RECORDS STORAGE**

All of the records referenced in this policy shall be maintained at the District's administrative offices located at 15160 Jackson Road, Rancho Murieta, California 95683 or at such other repository that the District may designate from time to time.

## **RECORDS DISPOSAL**

The District may dispose of the following records at any time, without maintenance of a copy:

1. Duplicates, the original or a permanent photographic record of which is on file;
2. Rough drafts, notes and working papers prepared or kept by any employee or accumulated in the preparation of a communication, study or other document, unless of a formal nature contributing significantly to the preparation of the document, including but not limited to meter books after the contents thereof have been transferred to other records;
3. Cards, listings, non-permanent indices, and other papers used for controlling work and transitional files including letters of transmittal and similar records;
4. Canceled coupon sheets from registered bonds; and
5. Shorthand notebooks, telephone messages and inter-departmental notes.

The District Manager, or his or her designee, may destroy and discard, by any permanent method that protects the confidentiality of any privileged or confidential information contained therein, any District record after the expiration of the applicable retention period described in the Records Retention Schedule below.

## RECORDS RETENTION SCHEDULE

**Legend:**

LR = legally required retention period

PERMANENT (O) = Permanently retained in original form

PERMANENT (C) = Permanently retained, may be converted into some other storage medium (for example, a PDF copy)

TITLE	MINIMUM RETENTION PERIOD	NOTES/ COMMENTS
<b>ADMINISTRATION</b>		
Correspondence	3 years	
Policy and Procedures	5 years after cancellation	
Formation/accreditation	PERMANENT (O)	LR
Consumer Confidence Reports	10 years	LR
Oaths of office/ballots/other related documents	Term of Office + 7 years	LR
Filings with Secretary of State	PERMANENT (C)	LR
Work Orders/Timesheets	3 years	
Form 700 - Statement of Economic Interest	7 years after filing	LR
Form 470 - annual financial	7 years after filing	LR
<b>BOARD OF DIRECTORS</b>		
Agendas	3 years	
Staff Reports	3 years	
Board and Committee meeting minutes	PERMANENT (C)	LR
Ordinances	PERMANENT (O)	LR
Resolutions	PERMANENT (O)	LR
Policies and Procedures	Current + 3 years	LR
Ethics Code	Current + 3 years	LR
Proofs of Completion - Ethics Training	5 years	LR
<b>CONTRACTS</b>		
Agreements and Contracts	7 years following end of contract	LR
Request for Proposal	Contract term +5 years	
Request for Qualifications	Contract term + 5 years	
Response to Request for Proposal - accepted	Contract term + 5 years	LR
Response to Request for Proposal - unaccepted	2 years	
Response to Request for Qualifications - accepted	Contract term + 5 years	LR
Response to Request for Qualification-	2 years	LR



unaccepted		
<b>CAPITAL IMPROVEMENTS</b>		
Capital Improvement Contracts	Contract term + 7 years	LR
Accepted Bid Documents	5 years	
Unaccepted Construction Bids/Proposals	2 years	LR
<b>ELECTION MATERIALS</b>		
Ballot arguments (bond issues)	PERMANENT (O)	
Bond proposition results	PERMANENT (O)	
Proposition 218 materials	PERMANENT (O)	
Results, Board of Director office	PERMANENT (O)	
General election materials, other than above	3 years	
Special election materials, other than above	3 years	
<b>FINANCIAL</b>		
Accounts Payable:		
Correspondence	Audit + 2 years	
A/P Ledger/Distribution Journal	Audit + 3 years	
Cash Disbursements	Audit + 3 years	
Payroll/Stipend Payments	Audit + 3 years	
Petty Cash Report	Audit + 3 years	
Expense Report	Audit + 3 years	
Invoices	Audit + 3 years	
Purchase Orders	Audit + 3 years	
Warrants	Audit + 3 years	
Accounts Receivable		
A/R Register	Audit + 3 years	
Aged Trial Balance	Audit + 3 years	
Invoices	Audit + 3 years	
Audit Reports		
Correspondence	Audit + 3 years	
Reports	Audit + 3 years	
State Controller's Report	PERMANENT (C)	LR
Work Papers	Audit + 3 years	
Banking		
Correspondence	Audit + 3 years	
Bank Confirmations	Audit + 3 years	
Bank Reconciliations	Audit + 3 years	

Bank Statements	Audit + 3 years	
Bank Securities (records)	PERMAMENT (O)	
Bank Receipts	PERMANENT (O)	
Cancelled and Voided Checks	Audit + 3 years	
Deposit Slips	Audit + 3 years	
Signature Authorization	Audit + 3 years	
Financial Reporting		
Correspondence	Audit +7 years	
Reports and Studies	Audit + 7 years	
Charts of Accounts	Audit + 7 years	
Treasurer's Report	Audit + 7 years	
Accountant Reports	Audit + 7 years	
Ledgers		
Account Analysis	Audit + 2 years	
Balance Sheets	Audit + 2 years	
General Ledger	Audit + 2 years	
Journal Entries	Audit + 2 years	
Annual Budget	Audit + 2 years	
Issuance of Indebtedness	Audit + 4 years after repayment	LR
Bond Insurance		
Trust Indentures	4 years after repayment	LR
Funds Management Agreement	4 years after repayment	LR
Other Permanent Bond Records	4 years after repayment	LR
Cancelled checks for Bond interest payments/ redemption	10 years	
Securities		
Acquisition of Securities	3 years	
Broker/bank receipts	3 years	
Periodic statements	3 years	
Personal Property		
Inventory	4 years	
Maintenance and inspection logs	4 years	
Computer licenses and documentation	Until expiration	
<b>INSURANCE</b>		
Memoranda of coverage	Expiration + 5 years	
Insurance policies	Expiration + 5 years	
Endorsements	Expiration + 5 years	

Certificates of insurance	Expiration + 5 years	
Coverage opinions	Expiration + 5 years	
Surety/Fidelity Bonds	Expiration + 5 years	
LEGAL		
General Correspondence	3 years	
Attorney correspondence	3 years	
Claims and claims records	2 years after close of claim	LR
Minor's claims	2 years from age 18	LR
Litigation	2 years after litigation concludes	LR
Opinions	7 years	LR
MEMBERSHIP		
Membership records	7 years	
Program participation agreements	10 years	
Appointment resolutions/letters	7 years	
PERSONNEL		
Personnel Files	PERMANENT (O)	LR
Amount of Compensation paid to Officers and Employees	7 years after date of payment	LR
Reimbursements, advances and credit card payment records for Officer and Employee travel and other District relate expenses	7 years after date of payment	LR
Job descriptions	Current + 2 years	LR
Timesheets	Current + 4 years	
Call reports and logs	Current + 4 years	
Employment Agreements	Expiration/termination + 4 years	
Job applications and resumes	1 year	
Position advertisement	1 year	
Employment test results	1 year	
OSHA logs and records	5 years	
Safety and training records	Employment + 4 years	
Drug & alcohol test records	5 years	
DE 34-New Employee Report	4 years	
19-employment eligibility	3 years after hire or 1 year after termination, whichever is later	
REAL PROPERTY		
Deeds and other documents related to	PERMANENT (O)	LR

real property interests		
Eminent domain	PERMANENT (O)	LR
Annexation and detachment	PERMANENT (O)	LR
TAX RELATED		
Auditor's assessed valuation certificates	5 years	LR
District tax collection information	PERMANENT (O)	LR
MISCELLANEOUS		
Board meeting tape recordings	1 year after approval of minutes	
Records to be of significant and lasting historical, administrative, financial, legal or research value	PERMANENT (C)	

<b>Approved by Rancho Murieta Community Services District's Board of Directors</b>	
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# RANCHO MURIETA COMMUNITY SERVICES DISTRICT

<b>Category:</b>	Financial	<b>Policy #</b> P2015-08
<b>Title:</b>	<u>Document Records Retention, Disposal and Storage</u> Policy	

## PURPOSE

The purpose of this Document Retention Policy (“policy”) is to provide guidelines to staff regarding the retention, ~~or destruction disposal, and storage~~ of records of the Rancho Murieta Community Services District (“District”); provide for the identification, maintenance, safeguarding and ~~destruction disposal~~ of records in the normal course of business; ensure prompt and accurate retrieval of records; and ensure compliance with legal and regulatory requirements.

## **BASIC POLICY AND GUIDELINES RECORDS RETENTION**

~~As provided by California law, the~~The District will ~~shall~~ retain, store and dispose of its records in accordance with this schedule and the requirements and procedures set forth in this policy, the provisions of Government Code sections 60200 through 60203, and local government records management guidelines prepared by the Secretary of State. ~~In accordance with Government Code sections 60201 and 60203, the District may keep a copy of any record listed in the schedule below either in its original form or as an electronic record stored in the District’s Records Management System, which is a trust/trusted system within the meaning of Government Code section 60203(a)~~

The following records shall be maintained permanently in their original form in the District’s files:

1. Records that relate to the formation, change of organization or reorganization of the District.
2. Ordinances and resolutions of the Board of Directors.
3. Documents received from the Sacramento County Tax Assessor’s office relating to the collection of District taxes, fees and charges.
4. Ballot arguments for and against District bond issues.
5. Results of bond propositions received from canvassing bodies.
6. Results of elections for the office of a member of the Board of Directors received from a canvassing body.
7. Records of and receipts for bank securities.
8. California Public Employees’ Retirement System (CalPERS), Social Security, and Social Security Insurance records.

9. Records relating to real property in which the District has an interest, such as deeds, easements, dedications, encroachment permits and rights of way, and other documents of title.
10. Maps, surveys and records showing District boundaries and parcels within the District.
11. Proposition 218 protests and assessment district ballots.
12. Bond and insurance policies insuring District property and assets.

Except for the categories of records identified above, original documents may be converted to digital or photographic media and the originals destroyed. To the extent permitted by law, the District shall use technology solutions to minimize the creation of paper files and records and to minimize the future workload in digitizing paper files for archive purposes. ▸

The District must retain the following records, regardless of any different disposal policy or retention scheduleRecords Retention Schedule as to any identified record or records specified below:

1. Any District record that is the subject of a pending request made under the Public Records Act (Government Code §§ 6250 – 6276.48) until the District has either (a) complied with the request, or (b) waited at least two years after the record was withheld and written notice denying the request was provided to the requestor;
2. Documents related to pending public works not accepted by the District or to which a stop notice claim may be legally presented;
3. Documents related to any non-discharged District debt; and
4. Any document that has not yet fulfilled the administrative, fiscal, or legal purpose for which it was created or received by the District.

## **RECORDS STORAGE**

All of the records referenced in this policy shall be maintained at the District's administrative offices located at 15160 Jackson Road, Rancho Murieta, California 95683 or at such other repository that the District may designate from time to time.

## **RECORDS DISPOSAL**

The District may dispose of the following records at any time, without maintenance of a copy:

1. Duplicates, the original or a permanent photographic record of which is on file;
2. Rough drafts, notes and working papers prepared or kept by any employee or accumulated in the preparation of a communication, study or other document,

unless of a formal nature contributing significantly to the preparation of the document, including but not limited to meter books after the contents thereof have been transferred to other records;

3. Cards, listings, non-permanent indices, and other papers used for controlling work and transitional files including letters of transmittal and similar records;
4. Canceled coupon sheets from registered bonds; and
5. Shorthand notebooks, telephone messages and inter-departmental notes.

The District Manager, or his or her designee, may destroy and discard, by any permanent method that protects the confidentiality of any privileged or confidential information contained therein, any District record after the expiration of the applicable retention period described in the Records Retention Schedule below.

### RECORDS RETENTION SCHEDULE

Legend:

LR = legally required retention period

PERMANENT (O) = Permanently retained in original form

PERMANENT (C) = Permanently retained, may be converted into some other storage medium (for example, a PDF copy)

TITLE	MINIMUM RETENTION PERIOD	NOTES/ COMMENTS
<b>ADMINISTRATION</b>		
Correspondence	3 years	
Policy and Procedures	5 years after cancellation	
Formation/accreditation	PERMANENT (O)	LR
Consumer Confidence Reports	10 years	LR
Oaths of office/ballots/other related documents	Term of Office + 7 years	LR
Filings with Secretary of State	PERMANENT (C)	LR
Work Orders/Timesheets	3 years	
Form 700 - Statement of Economic Interest	7 years after filing	LR
Form 470 - annual financial	7 years after filing	LR
<b>BOARD OF DIRECTORS</b>		
Agendas	3 years	
Staff Reports	3 years	
Board and Committee meeting minutes	PERMANENT- (C)	LR
Ordinances	PERMANENT (O)	LR
Resolutions	PERMANENT (O)	LR

Policies and Procedures	Current + 3 years	LR
Ethics Code	Current + 3 years	LR
Proofs of Completion - Ethics Training	5 years	LR
CONTRACTS		
Agreements and Contracts	7 years following end of contract	LR
Request for Proposal	Contract term +5 years	
Request for Qualifications	Contract term + 5 years	
Response to Request for Proposal - accepted	Contract term + 5 years	LR
Response to Request for Proposal - unaccepted	2 years	
Response to Request for Qualifications - accepted	Contract term + 5 years	LR
Response to Request for Qualification- unaccepted	2 years	LR
CAPITAL IMPROVEMENTS		
Capital Improvement Contracts	Contract term + 7 years	LR
Accepted Bid Documents	5 years	
Unaccepted Construction Bids/Proposals	2 years	LR
ELECTION MATERIALS		
<u>Ballot arguments (bond issues)</u>	<u>PERMANENT (O)</u>	
<u>Bond proposition results</u>	<u>PERMANENT (O)</u>	
<u>Proposition 218 materials</u>	<u>PERMANENT (O)</u>	
<u>Results, Board of Director office</u>	<u>PERMANENT (O)</u>	
General <u>election materials, other than above</u>	3 years	
Special <u>election materials, other than above</u>	3 years	
FINANCIAL		
Accounts Payable:		
Correspondence	Audit + 2 years	
A/P Ledger/Distribution Journal	Audit + 3 years	
Cash Disbursements	Audit + 3 years	
Payroll/Stipend Payments	Audit + 3 years	
Petty Cash Report	Audit + 3 years	
Expense Report	Audit + 3 years	
Invoices	Audit + 3 years	
Purchase Orders	Audit + 3 years	
Warrants	Audit + 3 years	



Accounts Receivable		
A/R Register	Audit + 3 years	
Aged Trial Balance	Audit + 3 years	
Invoices	Audit + 3 years	
Audit Reports		
Correspondence	Audit + 3 years	
Reports	Audit + 3 years	
State Controller's Report	PERMANENT (C)	LR
Work Papers	Audit + 3 years	
Banking		
Correspondence	Audit + 3 years	
Bank Confirmations	Audit + 3 years	
Bank Reconciliations	Audit + 3 years	
Bank Statements	Audit + 3 years	
<u>Bank Securities (records)</u>	<u>PERMANENT (O)</u>	
<u>Bank Receipts</u>	<u>PERMANENT (O)</u>	
Cancelled and Voided Checks	Audit + 3 years	
Deposit Slips	Audit + 3 years	
Signature Authorization	Audit + 3 years	
Financial Reporting		
Correspondence	Audit + 7 years	
Reports and Studies	Audit + 7 years	
Charts of Accounts	Audit + 7 years	
Treasurer's Report	Audit + 7 years	
Accountant Reports	Audit + 7 years	
Ledgers		
Account Analysis	Audit + 2 years	
Balance Sheets	Audit + 2 years	
General Ledger	Audit + 2 years	
Journal Entries	Audit + 2 years	
Annual Budget	Audit + 2 years	
Issuance of Indebtedness	Audit + 4 years after repayment	LR
Bond Insurance		
Trust Indentures	4 years after repayment	LR
Funds Management Agreement	4 years after repayment	LR
Other Permanent Bond Records	4 years after repayment	LR

Cancelled checks for Bond interest payments/ redemption	10 years	
<b>Securities</b>		
Acquisition of Securities	3 years	
Broker/bank receipts	3 years	
Periodic statements	3 years	
<b>Personal Property</b>		
Inventory	4 years	
Maintenance and inspection logs	4 years	
Computer licenses and documentation	Until expiration	
<b>INSURANCE</b>		
Memoranda of coverage	Expiration + 5 years	
Insurance policies	Expiration + 5 years	
Endorsements	Expiration + 5 years	
Certificates of insurance	Expiration + 5 years	
Coverage opinions	Expiration + 5 years	
Surety/Fidelity Bonds	Expiration + 5 years	
<b>LEGAL</b>		
General Correspondence	3 years	
Attorney correspondence	3 years	
Claims and claims records	2 years after close of claim	LR
Minor's claims	2 years from age 18	LR
Litigation	2 years after litigation concludes	LR
Opinions	7 years	LR
<b>MEMBERSHIP</b>		
Membership records	7 years	
Program participation agreements	10 years	
Appointment resolutions/letters	7 years	
<b>PERSONNEL</b>		
Personnel Files	PERMANENT (O)	LR
Amount of Compensation paid to Officers and Employees	7 years after date of payment	LR
Reimbursements, advances and credit card payment records for Officer and Employee travel and other District relate expenses	7 years after date of payment	LR
Job descriptions	Current + 2 years	LR

Timesheets	Current + 4 years	
Call reports and logs	Current + 4 years	
Employment Agreements	Expiration/termination + 4 years	
Job applications and resumes	1 year	
Position advertisement	1 year	
Employment test results	1 year	
OSHA logs and records	5 years	
Safety and training records	Employment + 4 years	
Drug & alcohol test records	5 years	
DE 34-New Employee Report	4 years	
19-employment eligibility	3 years after hire or 1 year after termination, whichever is later	
REAL PROPERTY		
Deeds and other documents related to real property interests	PERMANENT <u>(O)</u>	LR
Eminent domain	PERMANENT <u>(O)</u>	LR
Annexation and detachment	PERMANENT <u>(O)</u>	LR
TAX RELATED		
Auditor's assessed valuation certificates	5 years	LR
District tax collection information	<del>5 years</del> PERMANENT <u>(O)</u>	LR
MISCELLANEOUS		
Board meeting tape recordings	1 year after approval of minutes	
Records to be of significant and lasting historical, administrative, financial, legal or research value	PERMANENT <u>(C)</u>	

~~Pursuant to the provisions of California Government Code sections 60200 through 60203 and California Water Code section 21403, the following qualifications will govern the retention and disposal of records of the District.~~

~~1. Definitions~~

~~As used in this policy, shall mean:~~

- ~~a. Active Records: As a measure of activity for records that are referred to at least once a month. Also, as a retention period for a Perpetual Record that~~

remains “active” until some event occurs to change its status, at which time it has fulfilled the Perpetual Record.

- b. ~~Administrative Records:~~ Records commonly found in all offices and typically retained only for short time periods — less than five (5) years. Examples include subject, chronological, budget, and policy files.
- c. ~~Archival Records:~~ Records with enduring value because they reflect significant historical events, document the history and development of the District or provide valuable research data.
- d. ~~Discovery:~~ The pretrial disclosure of pertinent facts or documents by one or both parties to a civil action or proceeding. Anything requested during discovery must be disclosed, if it exists — even non-records and records that should have been destroyed earlier. Discovery effectively freezes selected holdings until release by opposing attorney or the court.
- e. ~~Non-Records:~~ Material not usually included within the definition of records such as unofficial copies of documents kept only for convenience or reference, working papers, appointment logs, stacks of publications and processed documents, and library or museum material intended solely for reference or exhibition. Also, documents such as rough notes, calculations or drafts assembled or created and used in the preparation or analysis of other documents. (See also Discovery.)
- f. ~~Permanent Records:~~ Records that are required in perpetuity, usually identified by statute or other written guidance. Examples include: original certificates, formation documents, grants, etc. (See also Discovery.)
- g. ~~Perpetual Records:~~ Records retained for an indefinite period of time and then stored or destroyed after some event take place. Examples include office personnel files, which are kept until a person leaves the office policy files kept until the policy is changed, contract files kept until the contract terminates.
- h. ~~Public Records:~~ Any writing related to the conduct of the public’s business, which was prepared, owned, used, or retained by the District regardless of physical form or characteristics.
- i. ~~Retention Records:~~ The length of time a record must be retained to fulfill its administrative, fiscal and/or legal function. Then a record should be disposed of as soon as possible in accordance with this records retention schedule.
- j. ~~Writing:~~ Any handwriting, typewriting, printing Photostatting, photocopying and every other means of records upon any form of communication or representation, including letters, words, pictures, sounds or symbols, or

~~combinations thereof, and all papers, maps, magnetic or punched cards, discs, drums or other documents.~~

DRAFT

~~2. Policy~~

- ~~a. Request for Document Destruction. The Department Manager completes and signs a Request for Destruction of Obsolete Records form (“form”) listing the date and description of each document to be destroyed. A sample form is in Appendix A of this chapter. The Department Manager submits the form to the District Secretary.~~
- ~~b. Document Check. The District Secretary checks the documents listed on the submitted form to confirm that each document is: (1) not required to be permanently retained; or (2) has been retained for the legally required period~~

of time. The District Secretary also confirms that any applicable reproduction requirements are complete (i.e., microfilming, etc.) for each document.

- ~~c. Form Submission. The District Secretary submits the form to the General Manager who reviews and signs the form, and then returns the signed form to the District Secretary.~~
- ~~d. Supervision of Document Destruction. After receiving the signed form from the General Manager, the District Secretary oversees the destruction of the documents; indicates the method of destruction on the form; signs the form; and returns the original signed form to the General Manager.~~
- ~~e. Retention of Requests. The General Manager will retain all original signed forms requesting destruction of records for a minimum period of two (2) years.~~

### ~~3. Retention~~

- ~~a. Criteria. This section provides criteria and procedure for the retention or destruction of records in accordance with the California Public Records Act (Government Code §§ 6250 et seq), and the destruction of records for special districts as provided for in Government Code sections 60200-60204.~~
- ~~b. Original Records Retained. The following original records shall be maintained permanently in the District's files:~~
  - ~~1. Records that relate to formation, change of organization or reorganization of the District.~~
  - ~~2. Records of all action taken by the Board of Directors, including any resolutions or ordinances and including any financial transactions.~~
  - ~~3. Documents received from the Tax Assessor detailing District taxes collected.~~
  - ~~4. Ballot arguments pro or contra on bond issues.~~
  - ~~5. Results of bond propositions received from the canvassing bodies.~~
  - ~~6. Results of elections for the office of member of the Board of Directors received from the canvassing body.~~
  - ~~7. Records of securities from banks.~~
  - ~~8. Receipts for securities from banks.~~
  - ~~9. Records relating to the title in real property in which the District has an interest, including deeds, easements, dedications, encroachment permits, right-of-ways.~~

- ~~10. PERS, Social Security, and SSI records.~~
  - ~~11. Maps, surveys and materials showing District boundaries or parcels in District.~~
  - ~~12. Proposition 218 materials related to property related fees or assessments.~~
  - ~~13. Bond and insurance policies insuring District property and other assets.~~
  - ~~14. Any document that has not fulfilled its administrative, fiscal or legal purpose for which it was created or received.~~
- ~~c. Document Image Storage. The following original records or a copy of such original records as defined by California Government Code section 60203 shall be maintained permanently in the District's files:~~
- ~~1. Agendas and Minutes of meetings of the Board of Directors and Committees.~~
  - ~~2. Financial records summarizing the financial status of the District other than reports prepared pursuant to Article 9 (commencing with Section 53891) of Part 1 of Division 2 of the California Government Code.~~
  - ~~3. Oaths of office and related materials depicting the authenticity of the appointment of any director or officer of the District.~~
  - ~~4. Records that are determined by the Board of Directors to be of significant and lasting historical, administrative, legal, fiscal or research value.~~
  - ~~5. Annual operating budgets approved by the Board of Directors.~~
  - ~~6. Benefit Plan Claims, including dental, disability, education, health, life and vision including dependent care and Employee Assistance.~~
- ~~d. Destruction Allowed after Passage of Time. The following records maybe destroyed after the passage of time, without a copy thereof, pursuant to the procedure established in Section 2 of this policy and pursuant to the timing requirements contained in **Appendix B.**~~
- ~~e. Destruction Allowed at Any Time: The following records may be destroyed without a copy thereof being maintained. The following records, papers or~~

~~documents that are not expressly required by law to be filed and preserved may be destroyed at any time:~~

- ~~1. All duplicates when the original or, if permitted, a permanent photostatic record of which is on file.~~
- ~~2. Rough drafts, notes and working papers accumulated in the preparation of a communication, study or other document, unless of a formal nature contributing significantly to the preparation of the document representing the work of any department of the District, including, but not limited to, meter books after the contents thereof have been transferred to other records.~~
- ~~3. Cards, listings, non-permanent indices and other papers used for controlling work and transitory files, including, letters of transmittal.~~
- ~~4. Canceled coupon sheets from registered bonds.~~
- ~~5. Shorthand notebooks, telephone messages, and interdepartmental notes.~~
- ~~f. Compliance with Statute. The provisions of this section are intended to implement the provisions of Chapter 7 (commencing with Section 60200) of Division 1, Title 6 of the California Government Code. Nothing herein contained shall be deemed to abridge or amend said provisions, and, in the event of any conflict, said provisions of the California Government Code shall govern.~~

<b>Approved by Rancho Murieta Community Services District's Board of Directors</b>
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<b>October 19, 2011</b>
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**Appendix A  
(Sample Form)**

**RANCHO MURIETA COMMUNITY SERVICES DISTRICT**

To: \_\_\_\_\_ General Manager

From: \_\_\_\_\_ Department Manager

Subject: \_\_\_\_\_ Request for Destruction of Obsolete Records

I am requesting approval to destroy the obsolete records listed below.

<b>DATE OF RECORD</b>	<b>DESCRIPTION OF RECORD</b>

**APPROVED:**

\_\_\_\_\_  
District Secretary \_\_\_\_\_ Date

\_\_\_\_\_  
General Manager \_\_\_\_\_ Date

The obsolete records described above were destroyed under my supervision using the following method: \_\_\_\_\_ (specify method)

I certify that such destruction meets the requirements of the Records Retention and Destruction Policy of Rancho Murieta Community Services District and all applicable requirements of State and federal law.

\_\_\_\_\_  
District Secretary \_\_\_\_\_ Date of Records Destruction

## Appendix B

LR—legally required retention period

<u>TITLE</u>	<u>MINIMUM RETENTION PERIOD</u>	<u>NOTES/COMMENT</u> <u>S</u>
<u>ADMINISTRATION</u>		
<u>Correspondence</u>	<u>3 years</u>	
<u>Policy and Procedures</u>	<u>5 years after cancellation</u>	
<u>Formation/accreditation</u>	<u>PERMANENT</u>	<u>LR</u>
<u>Consumer Confidence Reports</u>	<u>10 years</u>	<u>LR</u>
<u>Oaths of office/ballots/other related documents</u>	<u>Term of Office + 7 years</u>	<u>LR</u>
<u>Filings with Secretary of State</u>	<u>PERMANENT</u>	<u>LR</u>
<u>Work Orders/Timesheets</u>	<u>3 years</u>	
<u>Form 700—Statement of Economic Interest</u>	<u>7 years after filing</u>	<u>LR</u>
<u>Form 470—annual financial</u>	<u>7 years after filing</u>	<u>LR</u>
<u>BOARD OF DIRECTORS</u>		
<u>Agendas</u>	<u>3 years</u>	
<u>Staff Reports</u>	<u>3 years</u>	
<u>Board and Committee meeting minutes</u>	<u>PERMANENT</u>	<u>LR</u>
<u>Ordinances</u>	<u>PERMANENT</u>	<u>LR</u>
<u>Resolutions</u>	<u>PERMANENT</u>	<u>LR</u>
<u>Policies and Procedures</u>	<u>Current + 3 years</u>	<u>LR</u>
<u>Ethics Code</u>	<u>Current + 3 years</u>	<u>LR</u>
<u>Proofs of Completion—Ethics Training</u>	<u>5 years</u>	<u>LR</u>
<u>CONTRACTS</u>		
<u>Agreements and Contracts</u>	<u>7 years following end of contract</u>	<u>LR</u>
<u>Request for Proposal</u>	<u>Contract term + 5 years</u>	
<u>Request for Qualifications</u>	<u>Contract term + 5 years</u>	
<u>Response to Request for Proposal—accepted</u>	<u>Contract term + 5 years</u>	<u>LR</u>
<u>Response to Request for Proposal—unaccepted</u>	<u>2 years</u>	
<u>Response to Request for Qualifications—accepted</u>	<u>Contract term + 5 years</u>	<u>LR</u>
<u>Response to Request for Qualification—unaccepted</u>	<u>2 years</u>	<u>LR</u>
<u>CAPITAL IMPROVEMENTS</u>		
<u>Capital Improvement Contracts</u>	<u>Contract term + 7 years</u>	<u>LR</u>
<u>Accepted Bid Documents</u>	<u>5 years</u>	
<u>Unaccepted Construction Bids/Proposals</u>	<u>2 years</u>	<u>LR</u>
<u>ELECTION MATERIALS</u>		

<u>General</u>	<u>3 years</u>	
<u>Special</u>	<u>3 years</u>	
<u>FINANCIAL</u>		
<u>Accounts Payable:</u>		
<u>-Correspondence</u>	<u>Audit + 2 years</u>	
<u>A/P Ledger/Distribution Journal</u>	<u>Audit + 3 years</u>	
<u>Cash Disbursements</u>	<u>Audit + 3 years</u>	
<u>Payroll/Stipend Payments</u>	<u>Audit + 3 years</u>	
<u>Petty Cash Report</u>	<u>Audit + 3 years</u>	
<u>Expense Report</u>	<u>Audit + 3 years</u>	
<u>Invoices</u>	<u>Audit + 3 years</u>	
<u>Purchase Orders</u>	<u>Audit + 3 years</u>	
<u>Warrants</u>	<u>Audit + 3 years</u>	
<u>Accounts Receivable</u>		
<u>A/R Register</u>	<u>Audit + 3 years</u>	
<u>Aged Trial Balance</u>	<u>Audit + 3 years</u>	
<u>Invoices</u>	<u>Audit + 3 years</u>	
<u>Audit Reports</u>		
<u>Correspondence</u>	<u>Audit + 3 years</u>	
<u>Reports</u>	<u>Audit + 3 years</u>	
<u>State Controller's Report</u>	<u>PERMANENT</u>	<u>LR</u>
<u>Work Papers</u>	<u>Audit + 3 years</u>	
<u>Banking</u>		
<u>Correspondence</u>	<u>Audit + 3 years</u>	
<u>Bank Confirmations</u>	<u>Audit + 3 years</u>	
<u>Bank Reconciliations</u>	<u>Audit + 3 years</u>	
<u>Bank Statements</u>	<u>Audit + 3 years</u>	
<u>Cancelled and Voided Checks</u>	<u>Audit + 3 years</u>	
<u>Deposit Slips</u>	<u>Audit + 3 years</u>	
<u>Signature Authorization</u>	<u>Audit + 3 years</u>	
<u>Financial Reporting</u>		
<u>Correspondence</u>	<u>Audit + 7 years</u>	
<u>Reports and Studies</u>	<u>Audit + 7 years</u>	
<u>Charts of Accounts</u>	<u>Audit + 7 years</u>	
<u>Treasurer's Report</u>	<u>Audit + 7 years</u>	
<u>Accountant Reports</u>	<u>Audit + 7 years</u>	
<u>Ledgers</u>		
<u>Account Analysis</u>	<u>Audit + 2 years</u>	

<u>Balance Sheets</u>	<u>Audit + 2 years</u>	
<u>General Ledger</u>	<u>Audit + 2 years</u>	
<u>Journal Entries</u>	<u>Audit + 2 years</u>	
<u>Annual Budget</u>	<u>Audit + 2 years</u>	
<u>Issuance of Indebtedness</u>	<u>Audit + 4 years after repayment</u>	<u>LR</u>
<u>Bond Insurance</u>		
<u>Trust Indentures</u>	<u>4 years after repayment</u>	<u>LR</u>
<u>Funds Management Agreement</u>	<u>4 years after repayment</u>	<u>LR</u>
<u>Other Permanent Bond Records</u>	<u>4 years after repayment</u>	<u>LR</u>
<u>Cancelled checks for Bond interest payments/ redemption</u>	<u>10 years</u>	
<u>Securities</u>		
<u>Acquisition of Securities</u>	<u>3 years</u>	
<u>Broker/bank receipts</u>	<u>3 years</u>	
<u>Periodic statements</u>	<u>3 years</u>	
<u>Personal Property</u>		
<u>Inventory</u>	<u>4 years</u>	
<u>Maintenance and inspection logs</u>	<u>4 years</u>	
<u>Computer licenses and documentation</u>	<u>Until expiration</u>	
<u>INSURANCE</u>		
<u>Memoranda of coverage</u>	<u>Expiration + 5 years</u>	
<u>Insurance policies</u>	<u>Expiration + 5 years</u>	
<u>Endorsements</u>	<u>Expiration + 5 years</u>	
<u>Certificates of insurance</u>	<u>Expiration + 5 years</u>	
<u>Coverage opinions</u>	<u>Expiration + 5 years</u>	
<u>Surety/Fidelity Bonds</u>	<u>Expiration + 5 years</u>	
<u>LEGAL</u>		
<u>General Correspondence</u>	<u>3 years</u>	
<u>Attorney correspondence</u>	<u>3 years</u>	
<u>Claims and claims records</u>	<u>2 years after close of claim</u>	<u>LR</u>
<u>Minor's claims</u>	<u>2 years from age 18</u>	<u>LR</u>
<u>Litigation</u>	<u>2 years after litigation concludes</u>	<u>LR</u>
<u>Opinions</u>	<u>7 years</u>	<u>LR</u>
<u>MEMBERSHIP</u>		
<u>Membership records</u>	<u>7 years</u>	
<u>Program participation agreements</u>	<u>10 years</u>	
<u>Appointment resolutions/letters</u>	<u>7 years</u>	

<b><u>PERSONNEL</u></b>		
<u>Personnel Files</u>	<u>PERMANENT</u>	<u>LR</u>
<u>Amount of Compensation paid to Officers and Employees</u>	<u>7 years after date of payment</u>	<u>LR</u>
<u>Reimbursements, advances and credit card payment records for Officer and Employee travel and other District relate expenses</u>	<u>7 years after date of payment</u>	<u>LR</u>
<u>Job descriptions</u>	<u>Current + 2 years</u>	<u>LR</u>
<u>Timesheets</u>	<u>Current + 4 years</u>	
<u>Call reports and logs</u>	<u>Current + 4 years</u>	
<u>Employment Agreements</u>	<u>Expiration/termination + 4 years</u>	
<u>Job applications and resumes</u>	<u>1 year</u>	
<u>Position advertisement</u>	<u>1 year</u>	
<u>Employment test results</u>	<u>1 year</u>	
<u>OSHA logs and records</u>	<u>5 years</u>	
<u>Safety and training records</u>	<u>Employment + 4 years</u>	
<u>Drug &amp; alcohol test records</u>	<u>5 years</u>	
<u>DE 34 New Employee Report</u>	<u>4 years</u>	
<u>19 employment eligibility</u>	<u>3 years after hire or 1 year after termination, whichever is later</u>	
<b><u>REAL PROPERTY</u></b>		
<u>Deeds and other documents related to real property interests</u>	<u>PERMANENT</u>	<u>LR</u>
<u>Eminent domain</u>	<u>PERMANENT</u>	<u>LR</u>
<u>Annexation and detachment</u>	<u>PERMANENT</u>	<u>LR</u>
<b><u>TAX RELATED</u></b>		
<u>Auditor's assessed valuation certificates</u>	<u>5 years</u>	<u>LR</u>
<u>District tax collection information</u>	<u>5 years</u>	<u>LR</u>
<b><u>MISCELLANEOUS</u></b>		
<u>Board meeting tape recordings</u>	<u>1 year after approval of minutes</u>	
<u>Records to be of significant and lasting historical, administrative, financial, legal or research value</u>	<u>PERMANENT</u>	

**LEGEND**  
Records Retention

- |                         |                              |
|-------------------------|------------------------------|
| <b>AC=</b> Active       | <b>AD=</b> Adoption          |
| <b>AU=</b> Audit        | <b>CL=</b> Closed/Completion |
| <b>CU=</b> Current Year | <b>DOB=</b> Date of Birth    |
| <b>E=</b> Election      | <b>L=</b> Life               |
| <b>P=</b> Permanent     | <b>S=</b> Supersede          |

**T= Termination**

**ADMINISTRATION**

<b>Records Series</b>	<b>Retention</b>	<b>Description</b>
<b>AUDIT:</b>		
Annual Financial Report	<b>CL+2</b>	Independent auditor analysis
Bonds	<b>CL+10</b>	Final bond documentation
Budget Operating (copies)	<b>S</b>	Departmental Reference
Hearing or Review	<b>AU+2</b>	Documentation created and or received in connection with an audit hearing or review
Reports	<b>AU+4</b>	Internal and/or external
Reviews, Internal/ External Periodic	<b>CU</b>	Daily, weekly, monthly, quarterly or other summary, review, evaluation, log, list, statistics, exception a report
<b>Fair Political Practices--</b>		
Statement of Economic Interest- Elected Officials	<b>T+7</b>	FPPC Filings
Statement of Economic Interest- Not Elected	<b>E+5</b>	FPPC Filings
Petitions	<b>E+5</b>	From date of filing or election; Initiative, referendum, recall
<b>GENERAL SUBJECT:</b>		
Biographies	<b>CU+2</b>	
Correspondence / Originating Department	<b>CU+2</b>	If not attached to agreement or project file
Goals & Objective	<b>CU+2</b>	Departmental goals & objectives
Policies & Procedures, Departmental	<b>S+5</b>	Retain while current

<b>Records Series</b>	<b>Retention</b>	<b>Description</b>
<b>GENERAL SUBJECT (con't.):</b>		
<b>Reports-</b>		
Departmental	<b>CU + 2</b>	Special/or final summary, review or evaluation
OSHA	<b>CU + 5</b>	OSHA Log 200, supplementary record, annual summary (federal and state — California — OSHA)
OSHA (Accident/Illness Reports)	<b>Duration of employ + 30</b>	Personnel — employee exposure records and employee medical records Not a public record
Staff	<b>CU + 2</b>	Non-agenda related, includes supporting documentation
Special Projects	<b>CU + 5</b>	
Support Services	<b>CU + 2</b>	Reproduction; printing; postal/ mailing services, other internal resources
Travel Records	<b>CU + 2</b>	
<b>GRANTS:</b>		
Community Development Block Grant and Urban Development	<b>T + 4</b>	Applications, reports, contracts, supporting documents
Federal and State	<b>CL + 5</b>	Refer to grant application close-out procedure
Financial Records	<b>CL + 5</b>	Refer to grant application close-out procedure
Unsuccessful	<b>CL + 2</b>	Applications not entitled
<b>HUMAN RESOURCES:</b>		
Documents specifying amounts paid to employees, officers and independent contractors, including reimbursements.	<b>CL + 7</b>	
Benefit Plan Enrollment, Denied	<b>CL + 4</b>	
Benefit Claims	<b>P</b>	
Bond, Personnel Fidelity	<b>T + 2</b>	Employee Fidelity Bonds
Employee Handbook	<b>S + 2</b>	General employee information including benefit plans
Employee Programs	<b>CL + 2</b>	Includes EAP and Recognition
Employee Rights — Gen Employees — Safety	<b>T + 2</b> <b>T + 5</b>	May include Arbitration, grievances, union requests, sexual harassment and Civil Rights, complaints, disciplinary actions
Hourly Employees	<b>T + 6</b>	
Immigration	<b>T + 7</b>	I-9's
Medical Leave	<b>CL + 3</b>	May include Family leave; certifications; tests; W-4's;
<b>Records Series</b>		
<b>Retention</b>		
<b>Description</b>		

<b>HUMAN RESOURCES (con't.):</b>		
Motor Vehicle Pulls (DMV)	<b>CL+7</b>	
Non-Safety Employees	<b>T+3</b>	Non-safety employees may include: Release Authorizations; Certifications; Reassignments; outside employment; commendations, disciplinary actions; terminations; Oaths of Office; evaluations, pre-employee medicals; fingerprints; identification cards (IDs)
Personnel Records (copies)	<b>CU+2</b>	Attendance; evaluations; drafts; worksheets; postings
Recruitment	<b>CL+3</b>	Applications, resumes, alternate lists/logs, indices; ethnicity disclosures; examination materials; examination answer sheets, job bulletins; eligibility; electronic database
Reports	<b>CU+2</b>	Employee statistics, benefit activity; liability loss
Safety Employees	<b>T+5</b>	Police, fire emergency employees may include: Release Authorization; Certifications Reassignments; outside employment; commendations, disciplinary actions; terminations; Oaths of Office; evaluations, pre employee medicals
Surveys & Studies	<b>CU+2</b>	Includes classifications, wage rates
Training Records Non-Safety	<b>CU+7</b>	Employee applications, volunteer program training, class training materials, internship;
Personnel (by name)	<b>T+7</b>	Paperwork documenting officers internal and external training
Safety	<b>CU+2</b>	Certifications/designations
Vehicle Mileage Reimbursement Rates	<b>S+2</b>	Annual mileage reimbursement rates
Internet, World Wide Web	<b>S+2</b>	Management/Policies and supporting documentation
Inventory, Information Systems	<b>S+2</b>	Hardware/Software Inventory logs; systems manuals
Network Information Systems (LAN/WAN)	<b>CU+4</b>	Configuration maps and plans
Program Files and Directories	<b>CU+2</b> <b>CU+2</b> <b>mos</b> <b>CU+1</b> <b>CU+5</b>	Annual back up Daily back up Monthly back up Weekly back up
Tapes Information Systems	<b>CU+2</b>	System Generation
<b>LEGAL/LEGISLATIVE:</b>		
<b>Records Series</b>	<b>Retention</b>	<b>Description</b>



Agenda Reports (Master, Subject Files)	<b>L</b>	Documentation received, created and/or submitted to Board
Appeals, Civil	<b>CU + 3</b>	Documentation received, created and/or submitted to Board
Applications, Boards, Commissions, Committees	<b>CL + 2</b>	
Case Log	<b>CL + 7</b>	From Close of cases listed; Chronological listing of cases
Case or Litigation Records	<b>P</b>	Includes logs, complaints, police reports, court orders, motions, notes, briefs, closing statement (unless minor — 3 years after attaining 18)
Contracts and Agreements —Exc. Capital —Improvement	<b>T + 5</b>	Includes leases, equipment, services or supplies
Legal Advertising	<b>CU + 4</b>	Includes public notices, legal publications
Opinions	<b>P</b>	Confidential
Petitions	<b>CU + 1</b>	Submitted to legislative bodies
Tapes, Audio/Video	<b>10 yrs</b>	When used for minute preparation and may have historical value
<b>PUBLIC INFORMATION:</b>		
Brochures, publications, newsletter, bulletins	<b>S + 2</b>	
Calendar, District	<b>CU + 2</b>	
Media Relations	<b>CU + 2</b>	Includes cable, newspaper, radio message boards, presentations
<b>RISK MANAGEMENT:</b>		
Accident Reports — District Assets	<b>CL + 7</b>	Reports and related records
Claims, Damage	<b>CL + 5</b>	Paid/Denied
Incident Reports	<b>CL + 7</b>	Theft, arson, vandalism, property damage or similar occurrence (excluding fire/law enforcement)
Photographs, Negatives, Film	<b>CL + 2</b>	
Risk Management Reports	<b>CL + 5</b>	Federal OSHA Forms; Loss Analysis Report; Safety Reports; Actuarial Studies
<b>SECRETARY TO THE BOARD (District Secretary):</b>		
Inventory, Records	<b>CU + 2</b>	Inventory of non-current or inactive records holdings and location, indices. Tapes may be recycled.

Public Records Request	<b>CL +2</b>	
Records Management	<b>CL +2</b>	Document includes retrieval, transfers — inactive
Records Retention Schedules	<b>S +4</b>	
General Administrative	<b>S +2</b>	All District policies and procedures
Policy, Council/ Proclamations	<b>S +2</b>	Policies, directives rendered by Board not assigned a resolution or ordinance number
<b>DEVELOPMENT</b>		
<b>DISTRICT FACILITIES:</b>		
Facility Rentals/Use	<b>CU +2</b>	Permits, contracts, diagrams, schedules, insurance binders
Maintenance and Operations	<b>CU +2</b>	Service requests, invoices, supporting documentation; buildings, equipment, field engineering, public facilities including work order san graffiti removal
<b>ENVIRONMENTAL QUALITY:</b>		
Environmental Review	<b>CL +2</b>	Correspondence, consultants, issues, conservation
Pest Control	<b>CU +2</b>	Pesticide applications, inspections and sampling documents
Soil	<b>CL +2</b>	Analysis, construction recommendations
<b>PROPERTY:</b>		
Acquisition/ Disposition	<b>CL +10</b>	Supporting documents re: sale, purchase, exchange, lease or rental of property by District
Appraisals	<b>CL +2</b>	Exempt until final acquisition or contract agreement
Pending Construction	<b>CL</b>	Documents that relate to construction that has not been accepted.
Unaccepted bid or proposal	<b>CU +2</b>	
<b>FINANCE</b>		
<b>ACCOUNTING:</b>		
Accounts Payable	<b>AU +7</b>	Invoices, check copies, supporting documents
Accounts Receivable	<b>AU +7</b>	
Applications	<b>CL +2</b>	Utility connections, disconnects, registers, service
Bank Reconciliation	<b>AU +7</b>	Statements, summaries for receipts, disbursements and reconciliation
Billing Records	<b>AU +2</b> L— <b>electronic</b>	Customer name, service address, meter reading, usage, payments, applications/cancellations
Budget	<b>Life</b>	
Escrow Files	<b>AU +2</b> L— <b>Electronic</b>	

<b>Records Series</b>	<b>Retention</b>	<b>Description</b>
<b>ACCOUNTING (continued):</b>		
Budget Adjustments —Journal Entries	<b>AU + 7</b>	Account transfers
Checks	<b>AU + 7</b>	Includes payroll, canceled & voided checks
Deposits, Receipts	<b>AU + 7</b>	Checks, coins, currency
Invoices	<b>AU + 7</b>	Copies sent for fees owed, billing, related documents.
Other documents relating to non-discharged debt or contract.	<b>CL</b>	
<b>Journals-</b>		
—Utility Billing	<b>CU + 2</b> L- <b>electronic</b>	Billing including monthly activity
—Voucher	<b>AU + 7</b>	Account postings with supporting documents
Taxes, Receivable	<b>AU + 7</b>	
Warrant Register	<b>AU + 7</b>	
<b>ADMINISTRATIVE SERVICES:</b>		
Budget Operating (copies)	<b>L</b>	Departmental Reference
Budget, Proposed	<b>L</b>	Presented to Council
<b>FIXED ASSETS:</b>		
Inventory	<b>L</b>	Reflects purchase date, cost, account number
<b>LICENSE:</b>		
Business	<b>T + 4</b>	Paid & reports
<b>PAYROLL:</b>		
Adjustments	<b>AU + 7</b>	Audit purposes
Employee Time Sheets	<b>AU + 7</b>	Signed by employee for audit & FEMA Reports
Salary Records	<b>T + 3</b>	Deduction authorization, beneficiary designations, unemployment claims, garnishments
<b>PURCHASING:</b>		
Bids, RFQ's, RFP's	<b>AU + 7</b>	Request for Qualifications; Request for Proposals regarding goods and services
—Successful	<b>AU + 7</b>	
—Unsuccessful	<b>CU + 2</b>	
<b>REPORTS:</b>		
Deferred Compensation	<b>T + 5</b>	Records of employee contributions and city payments
Federal & State Tax	<b>AU + 7</b>	Forms 1096, 1099, W-4's and W-2's
Financial, Annual	<b>AU + 7</b>	
<b>Records Series</b>	<b>Retention</b>	<b>Description</b>

<b>REPORTS (continued):</b>		
Meter Reading	<b>CU + 7</b>	
Utility Rebates	<b>CU + 2</b>	
<b>REQUISITIONS:</b>		
— Purchase Orders	<b>AU + 7</b>	Original documents
<b>SURPLUS PROPERTY:</b>		
— Auction	<b>AU + 7</b>	Listing of property
— Disposal	<b>AU + 7</b>	Sealed bid sales of equipment
Vehicle Ownership & Title	<b>L</b>	Title transfer when vehicle sold
<b>TREASURER:</b>		
Bank Statements	<b>AU + 7</b>	Financing authority
Bonds		
— Account Statements	<b>CL + 10</b>	Monthly statement of transactions
— Administration	<b>CL + 10</b>	Supporting documents
— Bonds & Coupons	<b>CL + 2</b>	Paid/canceled
<b>PUBLIC SAFETY</b>		
<b>EMERGENCY MANAGEMENT:</b>		
Mutual Aid, Strategic Plans	<b>S + 2</b>	
Hazardous Waste Disposal	<b>CU + 10</b>	Documentation re handling and disposal of hazardous waster
Permits, Hazardous Material Storage	<b>CU + 2</b>	Departments consistently recommend permanent retention of environmentally sensitive materials
Programs, Household Hazardous Waste	<b>S + 2</b>	
Training Materials	<b>S + 2</b>	Standards and Administration
Underground Storage Tank — Compliance Maintenance and Operation	<b>CU + 2</b>	Location, installation, removal, remediation
<b>INVESTIGATIONS:</b>		
Administrative/Internal	<b>CL + 5</b>	Initiated by citizens complaints or internally initiated; includes complaint, reports, findings
Notifications	<b>CU + 2</b>	To legal property owner prior to case filing that property is subject to asset forfeiture proceedings. If case is filed, notification becomes part of forfeiture case file
Evidence, Disposition Forms		Attach to duplicate Property Report, file w/DR in Records Division
<b>Records Series</b>	<b>Retention</b>	<b>Description</b>
<b>INVESTIGATIONS (continued):</b>		

Fingerprint ——Applicants Files	<b>T+2</b>	Paperwork authorizing fingerprinting and background checks for city employment applicants and business license applicants
Informant Files	<b>T+10</b>	Legal notifications, identification information, payment information, activities information
Subpoenas (Duplicate)	<b>CU+2</b>	
Tapes/Audio, Telephone and Radio Communications	<b>CU+13 months</b>	Exception: Recordings used as evidence in a criminal prosecution or claim filed or litigation or potential claims and litigation shall be preserved for 100 days after conclusion of the court action
Surveillance/ Security Video	<b>CU+13 mos.</b>	
Use of Force Supervisory Review Files	<b>CU+2</b>	Includes review forms, arrest report copies, logs
<b>SECURITY ADMINISTRATION:</b>		
Accounting/Cash Reconciliation	<b>CU+2</b>	
Alarm Records	<b>CU+2</b>	
Department Manual	<b>S</b>	Changes to manual are recorded in the General Orders (permanent)
Equipment Communication	<b>T+2</b>	Retained until termination of equipment use; Manuals, instructions, procedures
——Inventory	<b>S+2</b>	Listing of equipment assigned to division, to whom it is assigned
<b>PERSONNEL:</b>		
Collective Bargaining Agreements	<b>CU+3</b>	
Training	<b>T+2</b>	Certifications/designations
Unemployment Insurance Records	<b>CU+4</b>	
<b>REPORTS:</b>		
Cards -Dispatch	<b>CU+2</b>	Dispatch cards and follow-up slips
——Cite and Release	<b>CL+2</b>	
——Field Interview	<b>CL+2</b>	
Incident Barcode Forms	<b>CL+5</b>	Incident Reports
-Permanent Guest Registration Forms	<b>CU+5</b>	
Reports ——Activity	<b>CU+2</b>	Weekly/monthly/quarterly/annual activity/statistical reports by division. Retain only one form for retention period, daily shift reports, officer's daily log
<b>PUBLIC WORKS</b>		
<b>Records Series</b>	<b>Retention</b>	<b>Description</b>

<b>PUBLIC UTILITIES:</b>		
Backflow Test Reports	<b>CU + 3</b>	Reports of testing and maintenance—water supply
Utility Services— Applications	<b>CL + 2</b>	Applications for utility connections, disconnects, registers, service
Utility Services—Billing Records	<b>AU + 2</b>	Customer name, service address, meter reading, usage, payments, applications/cancellations
Utility Services— Journals, Utility Billing	<b>AU + 2</b> <b>L—electronic</b>	Billing including monthly activity
Utility Services—Meter Reading; Reports	<b>L</b>	
Utility Services—Utility Rebates, Reports	<b>CU + 2</b>	
<b>SANITATION/SOLID WASTE/WASTEWATER:</b>		
Collections	<b>CU + 2</b>	Daily records, usage
Facilities	<b>CU + 2</b>	Correspondence, maps, patron list
History, Sanitation	<b>P</b>	Where City-owned
Biosolids Disposal	<b>CU + 10</b>	Sludge volume, sampling characterization/disposal site,
Maintenance and Operations	<b>CU + 2</b>	Includes work orders, inspection, repairs, cleaning, reports, complaints
Rates	<b>CU + 2</b>	
Recycling Programs	<b>S + 2</b>	
Regulations	<b>S + 2</b>	Includes legislation
Reports		
——— Studies	<b>CL + 2</b>	
Water Quality Complaints	<b>CU + 5</b>	
Sanitary Survey	<b>CU + 10</b>	
GDPH		
——— Correspondence	<b>CU + 3</b>	
——— Public Notifications	<b>CU + 3</b>	
Bacterial Analysis	<b>CU + 5</b>	

## MEMORANDUM

Date: August 13, 2015  
To: Board of Directors  
From: Darlene J. Gillum, General Manager  
Subject: Resolution R2015-11 Placing Delinquent Charges/Taxes on the Sacramento County Tax Rolls

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### RECOMMENDED ACTION

Adopt Resolution R2015-11 placing delinquent water, sewer, solid waste, security and/or drainage charges/taxes on the Sacramento County tax rolls to be purchased by Sacramento County under the Teeter Plan.

### BACKGROUND

The Board adopts this Resolution annually placing any delinquent water, sewer, garbage, security and/or drainage charges/taxes on the Sacramento County (County) tax rolls. Sacramento County has the option to purchase these charges from the District under the Teeter Plan thereby shifting responsibility for collection to the County. In exchange, the County receives all penalties and interest incurred after the charges are billed to the property owner via the property tax bills.

The Exhibit A prepared on August 3, 2015 will be published as required by regulations in the Daily Recorder. An updated Exhibit A will be provided at the August 19, 2015 Board meeting which will reflect the then most current delinquent accounts. The final Exhibit A, and data file, will be filed with the County on August 21, 2015 for collection through the County tax rolls.

## RESOLUTION R2015-11

### A RESOLUTION OF THE BOARD OF DIRECTORS OF RANCHO MURIETA COMMUNITY SERVICES DISTRICT AUTHORIZING COLLECTION AND REQUESTING INCLUSION OF DELINQUENT RATES, SPECIAL TAXES, CHARGES AND PENALTIES FOR WATER, SEWER, SOLID WASTE, DRAINAGE AND SECURITY SERVICE ON THE TAX ROLL FOR THE FORTHCOMING FISCAL YEAR IN THE SAME MANNER AS THE GENERAL TAXES

**WHEREAS**, the Government Code authorizes the District to establish rates and charges for water, sewer, drainage and security services, prescribed penalties for nonpayment of those charges, and to have delinquent charges and penalties collected on the County tax roll; and

**WHEREAS**, the Rancho Murieta Community Services District, pursuant to Rancho Murieta Community Services District Code, Chapters 14, 15, 16, 21, and 31 prescribes rates, special taxes, and charges for water, sewer, solid waste, drainage and security service, provide for penalties for delinquent water, sewer, drainage and security rates, special taxes, and charges with the County tax roll; and

**WHEREAS**, the notices prescribed by law were duly published and mailed, and the Board of Directors held a Public Hearing on August 19, 2015 to consider all objections and protest, if any, to the reports on the delinquent charges prepared pursuant to law;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of the Rancho Murieta Community Services District hereby;

1. Adopts the written report of delinquent water, sewer, drainage and security rates, special taxes, charges and penalties attached hereto as Exhibit "A" and incorporated herein as of June 30, 2015, and determines that each amount described in said report for each parcel is proper and correct.
2. Request the Sacramento County Board of Supervisors to authorize the Auditor and Tax Collector to perform the functions provided by the Government Code and Rancho Murieta Community Services District Codes; Chapter 14, 15, 16, 21 and 31 respecting the placement of said delinquent charges on the tax roll and collecting said charges with the general taxes, for compensation at a cost not to exceed the amounts set by law.
3. The delinquent charges report, in the form submitted to this meeting and on file with the Board, is hereby approved and adopted. The General Manager of the District, or one or more of his/her designees, is hereby authorized to make changes to the Delinquent Charges Report before it is filed with the Sacramento County Auditor as provided in Section 4 hereof and to make changes in response to payments received from ratepayers.



4. A certified copy of this Resolution together with a list of all delinquent parcels subject to being placed on the tax rolls shall be delivered to the Sacramento County Auditor no later than August 21, 2015 as specified by written consent of the Sacramento County Auditor.

**BE IT FURTHER RESOLVED**, the Secretary of the Board is hereby directed to transmit a certified copy of this Resolution to the Board of Supervisors, County of Sacramento.

**PASSED AND ADOPTED** by the Board of Directors of the Rancho Murieta Community Services District at their regular meeting held on this 19<sup>th</sup> day of August 2015 by the following roll call vote:

**Ayes:**

**Noes:**

**Absent:**

**Abstain:**

---

Gerald Pasek, President of the Board  
Rancho Murieta Community Services District

**[seal]**

**Attest:**

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Suzanne Lindenfeld, District Secretary  
Rancho Murieta Community Services District

## MEMORANDUM

Date: August 12, 2015  
To: Board of Directors  
From: Improvements Committee Staff  
Subject: Consider Approval of the 2016 WaterSMART - Title XVI Water Reclamation and Reuse Funding Application and Proposition 1 Funding Application Proposal for Professional Services

---

### RECOMMENDED ACTION

Approve proposal from AECOM to provide professional services for the 2016 WaterSMART - Title XVI Water Reclamation and Reuse Funding Application and Proposition 1 Funding Application, in an amount not to exceed \$30,731. Funding to come from Water Supply Augmentation Reserves.

### BACKGROUND

We have requested that AECOM pursue grant funding from the Bureau of Reclamation's WaterSMART: Title XVI Water Reclamation and Reuse Program Funding (Tile XVI) and State Water Resources Control Board (SWRCB) Proposition 1 as potential sources to supplement the implementation of the District's recycled water service program. This proposal is to assist the District in preparing and submitting the Title XVI and Prop. 1 application to the Bureau of Reclamation and SWRCB for the 2016 fiscal year funding. The proposal is attached for your review.

Below is a current estimate of projects and costs that may be pursued.

Facility / Improvement Description	Estimated Quantity	Estimate of Probable Project Costs (\$)
<b>Phase 1</b>		
Disinfection Facilities Upgrade	195,000 gallons	1,300,000
North Golf Course Pump Station	2,110 gpm	1,700,000
Northwest Transmission Main	11,640 LF	3,530,000
Lookout Hill Tanks and Pump Station	400,000 gallons & 700 gpm	2,080,000
Retreats Service Main	1,725 LF	490,000
	<b>Subtotal</b>	<b>9,100,000</b>

The Improvements Committee recommends approval.



AECOM  
2020 L Street, Suite 400  
Sacramento, CA 95831  
www.aecom.com

916.414.5800 tel  
916.414.5850 fax

Aug. 3, 2015

Paul Siebensohn  
Director of Field Operations  
Rancho Murieta Community Services District  
15160 Jackson Road  
P.O. Box 1050  
Rancho Murieta, CA 95683

**Re: Proposition 1 and 2016 WaterSMART: Title XVI Water Reclamation and Reuse Program Funding Applications Proposal for Professional Services**

Dear Paul,

AECOM is pleased to provide you with this proposal for Professional Services related to Proposition 1 and 2016 Title XVI Funding Applications for the Rancho Murieta Community Services District (RMCS D).

It is our understanding that the RMCS D has identified the State Water Resources Control Board (SWRCB), Proposition 1 Funding, and the Bureau of Reclamation's (BOR's), Water SMART: Title XVI Water Reclamation and Reuse Program Funding (Title XVI), as potential sources to supplement the implementation of the Districts recycled water service program.

The Proposition 1 program allows the SWRCB to provide up to 50 percent (planning) and 25 percent (construction) matching grants for quality recycled projects.

The Title XVI program allows the BOR to provide up to 25 percent matching grants for quality recycled water projects.

The RMCS D will utilize a combination of SWRCB Proposition 1 grants, BOR Title XVI grants, developer fees, rates, regular budgeting and facility capacity charge program updates to plan and develop Phase 1 facilities which includes disinfection facilities upgrades, North Golf Course pumping station improvements, Northwest recycled water transmission main, Lookout Hill recycled water storage tanks and pumping station, and the Retreats recycled water service pipeline.

Additional funding may be requested by the RMCS D for Phase 2 improvements which includes seasonal storage expansion, industrial/commercial /residential service pipeline, apartments service pipeline, Esquela service pipeline, North Conveyance system extension and the Bass Lake storage tank and pumping station improvements.

AECOM will assist the RMCS D in preparing the Proposition 1 and Title XVI applications and associated requirements as part of this Scope of Work.

## SCOPE OF WORK

### Task 1. Proposition 1 Application and Documentation Preparation

AECOM will assist the RMCS D in preparing and submitting the Proposition 1 application to the State Water Resources Control Board for the 2015/2016 fiscal year funding. Included in this task, AECOM will attend up to two meetings with RMCS D staff and prepare the application to include:

- Water Recycling Funding Program Planning Grant Application
- Plan of Study
  - A description of the recycled water service area that will be studied.
  - The potential sources of recycled water and a summary of the unit processes currently in use at existing treatment facilities.
  - A description of the current disposal/reuse of the wastewater that is proposed to be recycled.
  - A map of the study area showing the sources of recycled water and potential service area(s).
  - Identification of the water and wastewater agencies having jurisdictions over the sources of recycled water and/or the potential service area.
  - A general description of water recycling and potable water supply alternatives that will be evaluated.
  - A description of the opportunities for stakeholder participation, for example, public meeting with the local community members, potential recycled water users, and other agencies that have a stake in the study.
  - A schedule with the start and completion dates of major tasks associated with the facilities planning study.
  - A list of potential problems that may cause delay in the progress of the study and description of the proposed actions to reduce the impact of these potential problems.
  - Identification of the entities that will be conducting the study and description of their roles. This may include a description of proposed subcontracts with consultants or interagency agreements with other agencies, and any force account work.
  - Proposed budget for the study, including estimated costs of specific tasks, sources of financing, and sources of funds for cash flow until grant reimbursement.
- Funding Resolution (To be provided by RMCS D)
- Certification of AB 2572 Compliance
- Certification of Urban Water Management Planning Act Compliance

Additionally, AECOM will provide coordination throughout the entirety of the project that will consist of acting as the RMCS D's representative and attend a meeting with the appropriate entity, provide status updates to RMCS D and administer the RMCS D's relevant staff and stake holders in acquiring all backup documentation required for the Proposition 1 application.

**Deliverables:** (1) Draft copy (electronic MS Word format), for District review and comment (electronic MW Word format), (1) Draft copy for submission to State Water Resources Control Board, (1) final copy for submission to State Water Resources Control Board, and (1) hard copy to the RMCS D.

**Assumptions:** AECOM has assumed that RMCS D will provide Funding Resolution and is compliance with AB 2572 and the Urban Water management Planning Act.

## **Task 2. Title XVI Application and Documentation Preparation**

AECOM will assist the RMCS D in preparing and submitting the Title XVI application to the Bureau of Reclamation for the 2016 fiscal year funding. AECOM will utilize the report titled: Title XVI Recycled Water Feasibility Study, dated July 2013 to assist in the preparation of the application. Included in this task, AECOM will attend up to three meetings with RMCS D staff and prepare the application to include:

- SF-424 Core Form - Application cover page
- SF-424D Form - Assurances
- Title page
- Table of contents
- Technical proposal and evaluation criteria
  - Executive summary
  - Technical project description
  - Evaluation criteria (Evaluation Criterion 1: Water Supply; Evaluation Criterion 2: Status of Project; Evaluation Criterion 3: Environmental and Water Quality; Evaluation Criterion 4: Renewable Energy and Energy Efficiency; Evaluation Criterion 5: Cost per Acre-Foot of Water and Other Project Benefits; Evaluation Criterion 6: Reclamation's Obligations and Benefits to Rural or Economically Disadvantaged Communities; Evaluation Criterion 7: Watershed Perspective)
  - Environmental compliance
  - Required permits and approvals
- Project budget proposal
  - SF-424C, Budget
  - Description of expenditures planned
  - Funding plan

Additionally, AECOM will provide coordination throughout the entirety of the project that will consist of acting as the RMCS D's representative and attend up to three meetings with appropriate entities, provide status updates to RMCS D and administer the RMCS D's relevant staff and stake holders in acquiring all backup documentation required for the 2016 Title XVI application.

**Deliverables:** (1) Draft copy (electronic MS Word format), for District review and comment (electronic MW Word format, final copy for submission to Bureau of Reclamation (electronic via www.grants.gov), and (1) hard copy to the RMCS D.

**Assumptions:** For budgeting purposes, AECOM has estimated that the submittal criteria for the 2016 fiscal year will follow that of the 2015 fiscal year (Funding Opportunity Announcement No. R15AS0009).

**SCHEDULE**

AECOM will develop a schedule for RMCS D's approval upon receipt of Notice to Proceed. AECOM assumes that the deadline to file the application to the Bureau of Reclamation will be November 2015.

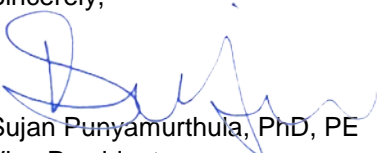
**PROPOSED FEE**


Our proposed fee for this project is \$30,731 and is detailed in the attached Table 1 - Estimated Work Effort and Cost. We propose to conduct this project on a time and material basis.

If this proposal is acceptable, please sign the attached contract. Any additional services requested but not covered by this Scope of Work can be provided as an amendment to this proposal. The attached Standard Provisions of Agreement are a part of this proposal.

Thank you again for allowing AECOM the opportunity to provide you with this proposal. If you have any questions or desire any additional information, please feel free to contact Kevin Kennedy at (916) 414-1641 (office) or (530) 363-8800 (cell).

Sincerely,

  
Sujan Punyamurthula, PhD, PE  
Vice President

  
Kevin Kennedy, PE  
Senior Project Manager

**TABLE 1 - EFFORT AND COST**

Proposition 1 and 2016 WaterSMART: Title XVI Water Reclamation and Reuse Program Funding Applications and Documentation										7/29/2015
Rancho Murieta Community Services District										
Task Description	\$220	\$185	\$170	\$145	\$130	\$100	\$70	EXPENSES	TOTAL LABOR	DIRECT COSTS TOTAL
	GROUP MANAGER/OC	SENIOR II MANAGER	SENIOR I ENGINEER	ASSOCIATE ENGINEER	ASSISTANT ENGINEER	ENGINEERING TECH	CLERICAL			
<b>Task 1 - Proposition 1 Application &amp; Documentation Preparation</b>										
Water Recycling Funding Program Planning Grant Application	1	4					2	\$88	\$1,100	\$88
Plan of Study	4	20					4	\$389	\$4,860	\$389
Funding Resolution		1						\$15	\$185	\$15
Certification of AB 2572 Compliance		1						\$15	\$185	\$15
Certification of Urban Water Mangement Planning Act Compliance		1						\$15	\$185	\$15
	5	27	0	0	0	0	6	N/A	\$6,515	
	\$1,100	\$4,995	\$0	\$0	\$0	\$0	\$420	\$521	\$6,515	\$521
<b>Task 1 SUBTOTAL</b>										<b>\$7,036</b>
<b>Task 2 - Title XVI Application Preparation &amp; Document Preparation</b>										
SF-424 Core Form	1	4					4	\$99	\$1,240	\$99
SF-424D Form	1	4					4	\$99	\$1,240	\$99
Title Page							2	\$11	\$140	\$11
Table of Contents							2	\$11	\$140	\$11
Technical Proposal & Evaluation Criteria	12	48					16	\$1,011	\$12,640	\$1,011
Project Budget Proposal	3	12					6	\$264	\$3,300	\$264
Entity Coordination/Meetings	8	8						\$259	\$3,240	\$259
Sub Total Hrs.	25	76	0	0	0	0	34	N/A	\$21,940	
Sub Total \$	\$5,500	\$14,060	\$0	\$0	\$0	\$0	\$2,380	\$1,755	\$21,940	\$1,755
<b>Task 2 SUBTOTAL</b>										<b>\$23,695</b>
<b>TOTAL</b>										<b>\$30,731</b>

## CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (“Agreement”) effective this \_\_\_\_\_, 2015, is by and between *Rancho Murieta, a California Community Services District*, (“Client”), and *AECOM Technical Services, Inc.* AECOM Technical Services, Inc., a California corporation, (“AECOM”); each also referred to individually as (“Party”) and collectively as (“Parties”).

In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

### 1. SCOPE OF SERVICES

1.1 AECOM shall perform the services set forth in **EXHIBIT A** (“Services”), incorporated herein by reference.

1.2 AECOM will provide the work products (“Deliverables”) in accordance with the schedule (“Project Schedule”), if applicable, as set forth in **EXHIBIT A**.

**2. TERM OF AGREEMENT** Upon execution by the Parties, this Agreement shall have the effective date set forth above. This Agreement shall remain in force until all obligations related to the Services, other than those obligations which survive termination of this Agreement under Article 22, have been fulfilled, unless this Agreement is sooner terminated as set forth herein.

**3. COMPENSATION AND PAYMENT** AECOM shall be paid for the performance of the Services in accordance with **EXHIBIT B** (“Compensation and Payment”), incorporated herein by reference.

**4. NOTICE** All notices, requests, claims, demands and other official communications herein shall be in writing. Such notices shall be given (i) by delivery in person, (ii) by a nationally recognized commercial courier service; or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery to the other Party at the following addresses:

**TO CLIENT:**

Rancho Murieta Community Services District  
15160 Jackson Road  
P.O. Box 1050  
Rancho Murieta, CA 95683  
Attn: Paul Siebensohn, Director of Field Operations

**TO AECOM:**

2020 L Street, Suite 400  
Sacramento, CA 95831  
Attn: Kevin Kennedy, Senior Project Manager

Claims-related notices shall be copied to:  
Chief Counsel, Americas Design and Consulting Services  
515 South Flower Street, Suite 1050  
Los Angeles, CA 90071

or to which address the receiving Party may from time to time give notice to the other Party. Rejection or other refusal to accept, or the inability to deliver because of changed address for which no notice was given,



shall be deemed to be receipt of the notice as of the date of such rejection, refusal to accept, or inability to deliver.

## **5. AECOM'S RESPONSIBILITIES**

5.1 AECOM shall perform the Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same location under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project. The full extent of AECOM's responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any material deficiencies or defects in the Deliverables at AECOM's own expense, provided that AECOM is notified by Client, in writing, of any such deficiency or defect within a reasonable period after discovery thereof, but in no event later than 90 days after AECOM's completion or termination of the Services. AECOM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT OR OTHERWISE.

5.2 AECOM will endeavor in good faith, as needed, to obtain from the appropriate authorities their interpretation of applicable codes and standards and will apply its professional judgment in interpreting the codes and standards as they apply to the Project at the time of performance of the Services. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from AECOM's original interpretation through no fault of AECOM and that additional costs necessary to conform to such changes or interpretations during or after execution of the Services will be subject to an equitable adjustment in the Compensation and Project Schedule.

5.3 AECOM shall be responsible for its performance and that of AECOM's lower-tier subcontractors and vendors. However, AECOM shall not be responsible for health or safety programs or precautions related to Client's activities or operations or those of Client's other contractors and consultants or their respective subcontractors and vendors ("Contractors"). AECOM shall have no responsibility for (i) construction means, methods, techniques, sequences or procedures; (ii) for the direction of Contractors' personnel; (iii) selection of construction equipment; (iv) coordination of Contractors' work; (v) for placing into operation any plant or equipment; or (vi) for Contractors' failure to perform the work in accordance with any applicable construction contract. AECOM shall not be responsible for Client's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of AECOM. AECOM shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Client, Contractors or others at the project site ("Project Site") other than AECOM's employees, subconsultants and vendors. So as not to discourage AECOM from voluntarily addressing health or safety issues while at the Project Site, in the event AECOM does identify such issues by making observations, reports, suggestions or otherwise, AECOM shall have no authority to direct the actions of others not under AECOM's responsibility and control and shall have no liability, responsibility, or affirmative duty arising on account of AECOM's actions or forbearance.

5.4 Notwithstanding anything contained in this Agreement, AECOM shall have no responsibility for the discovery, presence, handling, removal, transportation, storage or disposal of, or exposure of persons to hazardous materials in any form related to the Project.

## **6. CLIENT'S RESPONSIBILITIES**

6.1 Client shall provide in writing any specific Client requirements or criteria for the Project.

6.2 Client shall furnish to AECOM all information and technical data in Client's possession or control reasonably required for the proper performance of the Services. AECOM shall be entitled to reasonably rely without independent verification upon the information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by AECOM is expressly required as a defined part of the Services.

6.3 Client shall arrange for access and make all provisions necessary for AECOM to enter upon public and/or private property as required for AECOM to properly perform the Services. Client shall disclose to AECOM any known or suspected hazards at the Project Site which may pose a threat to human health, property or the environment.

6.4 If any document or inquiry requires Client to approve, comment, or to provide any decision or direction with regard to the Services, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the Project Schedule, or if not identified in the Project Schedule, within a reasonable time to facilitate the timely performance of the Services.

**7. INDEPENDENT CONTRACTOR** Nothing contained in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between Client or Client's Contractors and AECOM.

## **8. CONFIDENTIALITY**

8.1 AECOM shall treat as confidential information and data delivered to it by Client or developed in the performance of the Services that are specified in writing by Client to be confidential ("Confidential Information"). Confidential Information shall not be reproduced, transmitted, disclosed or used by AECOM without the consent of Client, except in the proper performance of the Services, for a period of 5 years following completion or termination of this Agreement.

8.2 Notwithstanding the above, these restrictions shall not apply to Confidential Information which (i) is already known to AECOM at the time of its disclosure; (ii) becomes publicly known through no wrongful act or omission of AECOM; (iii) is communicated to a third party with the express written consent of Client and not subject to restrictions on further use or disclosure; (iv) is independently developed by AECOM; or, (v) to the extent such Confidential Information is required by Law to be disclosed to any governmental agency or authority; provided that before making such disclosure, AECOM shall promptly provide Client with written notice of such requirement and a reasonable opportunity for Client to object to the disclosure or to take action that Client deems appropriate to maintain the confidentiality of the Confidential Information.

8.3 Upon termination of this Agreement or upon Client's written request, AECOM shall return the Confidential Information to Client or destroy the Confidential Information in AECOM's possession or control. Notwithstanding the above, AECOM shall be entitled to retain a copy of such Confidential Information relating to the Services or this Agreement for its archives, subject to AECOM's continued compliance with this Article 8.

## **9. DATA RIGHTS**

9.1 All Deliverables set forth in **Exhibit A** shall become the property of Client upon proper payment for the Services. AECOM shall bear no liability or responsibility for Deliverables that have been modified post-delivery or used for a purpose other than that for which it was prepared under this Agreement.

9.2 Notwithstanding Section 9.1 above, AECOM's proprietary information, including without limitation, work papers, drawings, specifications, processes, procedures, software, interim or draft documents, methodologies, know-how, software and other instruments of service belonging to or licensed by AECOM and used to develop the Work Product ("AECOM Data"), shall remain the sole property of AECOM. To the extent the Deliverables contain or require the use of AECOM Data, AECOM hereby grants to Client, upon proper payment for the Services, a non-exclusive, non-transferable and royalty-free license to use such AECOM Data solely for the purposes for which the Deliverables were developed.

9.3 Nothing in this Article shall be construed to prohibit AECOM from using skills, knowledge or experience gained by AECOM in the performance of the Services for other purposes, provided that AECOM does not use Client's Confidential Information.

**10. COMPLIANCE** The Parties shall comply with applicable treaties, compacts, statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and other requirements of governmental or judicial entities that have jurisdiction over the Services ("Law").

**11. FORCE MAJEURE** Neither Party shall be responsible for a delay in its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, acts of governmental agencies or authorities, discovery of Hazardous Materials or differing and unforeseeable site conditions, or other events beyond the reasonable control of the claiming Party. AECOM shall be entitled to an equitable adjustment to the Project Schedule in the foregoing circumstances.

**12. INSURANCE**

12.1 AECOM will maintain the following insurance coverages and amounts:

- 12.1.1 Workers Compensation insurance as required by Law;
- 12.1.2 Employer's Liability insurance with coverage of \$1,000,000 each accident/employee;
- 12.1.3 Commercial General Liability insurance with coverage of \$2,000,000 per occurrence/aggregate;
- 12.1.4 Automobile Liability insurance with coverage of \$1,000,000 combined single limit; and
- 12.1.5 Professional Liability insurance with coverage of \$2,000,000 per claim/aggregate.

**13. INDEMNITY**

13.1 AECOM agrees to indemnify Client, its officers, directors and employees, from loss or damage for bodily injury or property damage ("Claims"), to the extent caused by AECOM's negligence or willful misconduct.

13.2 If the Services include AECOM's performance during the construction phase of the Project, Client shall require Client's Contractors working on the Project Site to include AECOM, its directors, officers and employees in any indemnity that the Client requires such Contractors to provide to the Client.

**14. CONSEQUENTIAL DAMAGES WAIVER** IN NO EVENT SHALL EITHER PARTY, THEIR PARENTS, AFFILIATES AND SUBSIDIARIES OR THEIR RESPECTIVE DIRECTORS OFFICERS OR EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**15. RISK ALLOCATION AND RESTRICTION OF REMEDIES** THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. CLIENT AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST AECOM, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("AECOM COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE AECOM COVERED PARTIES SHALL NOT EXCEED THE ACTUAL PAID COMPENSATION FOR THE SERVICES. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE

CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

## **16. DISPUTES RESOLUTION**

16.1 Either Party may initiate a dispute resolution by providing written notice to the other Party setting forth the subject of the claim, dispute or controversy ("Claim") and the requested relief. The recipient of such notice shall respond within 5 business days with a written statement of its position and a recommended solution to the Claim.

16.2 If the Parties cannot resolve the dispute through negotiation, either Party may refer the Claim to a panel ("Panel") consisting of a designated senior representative from each Party ("Representative"), who shall have the authority to resolve such Claim. The Representatives shall not have been directly involved in the Services and shall negotiate in good faith. No written or verbal representation made by either Party in the course of any Panel proceeding or other settlement negotiations shall be deemed to be a party admission. If the representatives are unable to resolve the dispute within 3 weeks, either Party may pursue its respective legal and equitable remedies.

**17. GOVERNING LAW** This Agreement shall be governed by and interpreted under the laws of the State of California, excluding the conflict of law provisions.

## **18. TERMINATION**

18.1 This Agreement may be terminated for convenience by either Party upon 30 days advance written notice. On termination, AECOM will be paid for all Services performed up through the termination date.

18.2 This Agreement may be terminated for cause by either Party if the other Party materially fails to perform its obligations under this Agreement, does not commence correction of such non-performance within 10 business days of receipt of written notice and/or fails to diligently complete such correction thereafter. The respective rights and obligations of the Parties predating such termination shall survive termination of this Agreement.

## **19. ASSIGNMENT**

19.1 Neither Party may assign this Agreement without the written consent of the other Party.

19.2 Notwithstanding Section 19.1 above, the Parties recognize that AECOM has affiliated companies who have specialized expertise, necessary certifications/registrations or other capabilities that may make use of such affiliates more suitable for the performance of all or part of the Services. AECOM shall be entitled without additional consent to assign this Agreement or performance of the Services, in whole or in part, to any of AECOM's subsidiaries or affiliates upon written notice to Client; provided, however, that AECOM shall remain liable for the performance, obligations and responsibilities of such Affiliates under this Agreement.

**20. PARTIES IN INTEREST** Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the Parties any right or remedy under or by reason of this Agreement. The provisions of this Agreement shall bind and inure solely to the benefit of the Parties and their respective successors and permitted assigns.

**21. WAIVER** Either Party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving Party. No waiver by any Party of a breach of any provision of this Agreement shall be construed to be a waiver of any subsequent or different breach.

**22. SEVERABILITY AND SURVIVAL** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted. Articles 4 (Notice), 5 (AECOM's Responsibilities), 6.2 (Reliance on Data), 8 (Confidentiality), 9 (Data Rights), 12 (Insurance), 13

(Indemnity), 14 (Consequential Damages Waiver), 15 (Risk Allocation), 16 (Disputes Resolution), 17 (Governing Law), 19 (Assignment), 20 (Parties in Interest) or 22 (Survival) shall survive termination of this Agreement.

**23. PREPARATION OF AGREEMENT** Each Party has had the opportunity to avail itself of legal advice and counsel. Neither Party shall be deemed to be the drafter or author of this Agreement. In the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement, or any portion hereof, against either Party as the drafter of this Agreement.

**24. SIGNATURES** Each person executing this Agreement warrants that he/she has the necessary authority to do so on behalf of the respective Party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

**25. ORDER OF PRECEDENCE**

<b>EXHIBIT C</b>	Change Orders
<b>Consulting Services Agreement</b>	Article 26
<b>Consulting Services Agreement</b>	Articles 1 through 25 and 27
<b>EXHIBIT B</b>	Compensation and Payment
<b>EXHIBIT A</b>	Services
<b>Other contract documents</b>	

**26. SPECIAL TERMS AND CONDITIONS**

NONE

**27. ENTIRE AGREEMENT** This Agreement contains all of the promises, representations and understandings of the Parties and supersedes any previous understandings, commitments, proposals or agreements, whether oral or written. This Agreement shall not be altered, changed, or amended except as set forth in a written amendment to this Agreement, duly executed by both Parties. The attached **EXHIBIT C** ("Change Order"), incorporated herein by reference, is the preferred form for such use.

**AECOM Technical Services, Inc.**

**CLIENT:** \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Address  
\_\_\_\_\_

\_\_\_\_\_  
Address  
\_\_\_\_\_

)

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## EXHIBIT A

### SERVICES

Services: See attached Scope of Work dated Aug. 3, 2015


Schedule: See attached Scope of Work dated Aug. 3, 2015


Deliverables: See attached Scope of Work dated Aug. 3, 2015


AECOM Project Manager

Name	Kevin Kennedy, P.E.
Title	Senior Project Manager
Address	2020 L Street, Suite 400, Sacramento, CA 95831
Phone Number	916.414.5800
Email Address	Kevin.kennedy@aecom.com

Client Project Manager

Name	Paul Sibensohn
Title	Director of Field Operations
Address	15160 Jackson Road, P.O. Box 1050, Rancho Murieta, CA 95683
Phone Number	916.354.3700
Email Address	psibensohn@ranchomurietacsd.com

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**EXHIBIT B**

**COMPENSATION AND PAYMENT**

**1 COMPENSATION** The Services set forth in **EXHIBIT A** will be compensated on the following basis:

Advance retainer of [\$ ] The advance retainer is to be applied to the final invoice. Any remainder will be returned to Client within 30 days of receipt of final payment.

Time & Material - See Section 2.1 for Hourly Labor Rates

Time and Materials with a Not-to-Exceed (“NTE”) amount of (\$ 30,731.00). The Hourly Labor Rates (if applicable) are as in Section 2.1 below. Reimbursable expenses are included in the overall NTE cap.

Lump Sum [\$]:

Milestone/Deliverable & Date	Payment Amount
	\$

Cost Plus Fixed Fee: [Cost \$ and Fee \$]

Other:

--

**2. RATE SCHEDULE** Compensation shall be based on the following Hourly Labor Rate Schedule:

**2.1 HOURLY LABOR RATE SCHEDULE**

INTENTIONALLY OMITTED – See attached rate schedule	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

**2.2 OTHER HOURLY LABOR RATE CATAGORIES** If additional labor categories are authorized during the performance of this Agreement, compensation for each additional category will be negotiated at the time the additional Services are authorized.

**2.3 ANNUAL HOURLY LABOR RATE ADJUSTMENTS** The Hourly Labor Rate Schedule is adjusted each calendar year to reflect updated labor cost categories. Labor cost of Services authorized in subsequent calendar years will be based on the applicable Hourly Labor Rate Schedule for those years.

**3. REIMBURSEABLE EXPENSES** Reimbursable expenses are expenditures made by AECOM for goods, travel expenses and vendor services in support of the performance of the Services. Such

expenditures will be billed at the actual cost to AECOM plus ten percent (10%) to cover related administrative costs.

**4. CHANGE ORDERS** The Parties may at any time and by written agreement make changes in the Services, Project Schedule, Deliverables, Compensation or other terms and conditions in this Agreement. The Parties shall effect such change through the use of a written Change Order. **EXHIBIT C** is the preferred form for such use.

**5. INVOICING** AECOM will invoice Client on a monthly basis unless otherwise set forth herein. If Client disagrees with any portion of an invoice, it shall notify AECOM in writing of the amount in dispute and the specific reason for Client's objection within 10 days of receipt of invoice. Client shall pay the undisputed portion of the invoice as set forth below. Documentation supporting the invoice will be made available upon request.

## **6 PAYMENT**

6.1 If payment is based on Time and Materials with a NTE, once AECOM reaches the NTE, AECOM will stop further Services pending a Change Order to adjust the budget and schedule for the continued performance of the Services.

6.2 Timely payment is a material term of this Agreement. Client shall pay all undisputed portions of AECOM's invoices within 30 days of receipt without holdback or retention. Amounts remaining unpaid 30 days after the invoice date shall bear interest at the rate of 1.5% per month on the unpaid balance and AECOM may suspend the Services pending receipt of such payment. In addition, AECOM retains its unrestricted rights under Article 18 (Termination) of the Agreement.

6.3 If the Project is suspended by Client for more than 30 days, AECOM shall be paid for all Services performed prior to the effective date of suspension within 30 days of such suspension. Upon resumption of the Project, AECOM shall be entitled to an equitable adjustment in cost and schedule to compensate AECOM for expenses incurred as a result of the interruption and resumption of the Services.

6.4 To the extent that completion of the Services is delayed beyond the original scheduled completion date and such delay is not the fault of AECOM, an equitable adjustment shall be made to AECOM's Compensation and Project Schedule.

6.5 Except as otherwise specifically provided herein, Client shall pay or reimburse AECOM, as appropriate, for all categories of taxes other than income tax, including without limitation, sales, consumer, use, value added, gross receipts, privilege, and local license taxes related to the Services.

6.6 Client shall make payments to AECOM using one of the following methods:

### 6.6.1 AECOM LOCKBOX:

AECOM Technical Services, Inc.  
1178 Paysphere Circle  
Chicago, IL 60674

### 6.6.2 ELECTRONIC FUNDS TRANSFER/ACH PAYMENT:

Account Name: AECOM Technical Services, Inc.  
Bank Name: Bank of America  
Address1: Building D  
Address2: 2000 Clayton Road  
City/State/Zip: Concord, CA 94520-2425  
Account Number: 5800937020  
ABA Routing Number: 071000039



6.6.3 WIRE TRANSFER:

Account Name: AECOM Technical Services, Inc.  
Bank Name: Bank of America  
Address: 100 West 33rd St  
City/State/Zip: New York, NY 10001  
Account Number: 5800937020  
ABA Routing Number: 026009593  
SWIFT Code: BOFAUS3N

6.6.4 Questions related to payment can be sent to:

AECOM Cash Applications Supervisor by phone at (804) 515-8490 or by email at [cashappsremittance@aecom.com](mailto:cashappsremittance@aecom.com)

(End of page)

AECOM Project Name: \_\_\_\_\_  
AECOM Project No.: \_\_\_\_\_  
Change Order No.: \_\_\_\_\_

**EXHIBIT C**

**CHANGE ORDER FORM**

In accordance with the Consulting Services Agreement dated \_\_\_\_\_ 20\_\_\_\_ between *Rancho Murieta Community Services District* ("Client"), and *AECOM Technical Services, Inc.* AECOM Technical Services, Inc., a California corporation, ("AECOM"), this Change Order, with an effective date of \_\_\_\_\_, 20\_\_\_\_ modifies that Agreement \_\_\_\_\_ as follows:

**1. Changes to the Services:**


**2. Change to Deliverables:**

--

**3. Change in Project Schedule** (attach schedule if appropriate):

--

**4. Change in CONSULTANT's Compensation:**

The Services set forth in this Change Order will be compensated on the following basis:

- No change to Compensation
- Time & Material (See **Exhibit B** for the Hourly Labor Rate Schedule)
- Time and Materials with a Not- to-Exceed amount of (\$\_\_\_\_\_). The Hourly Labor Rate Schedule is set forth in **EXHIBIT B** (if applicable). Reimbursable expenses are included in the overall Not to Exceed cap.
- Lump Sum [\$\_\_\_\_\_]

Milestone/Deliverable & Date	Payment Amount
	\$

- Cost Plus Fixed Fee:** [Cost \$ \_\_\_\_\_ and Fee \$ \_\_\_\_\_]

Therefore, the total authorized Compensation, inclusive of this Change Order is \$ \_\_\_\_\_.

**5. Project Impact:**

--

6. **Other Changes** (including terms and conditions):

7. All other terms and conditions of the Agreement remain unchanged.

8. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

**AECOM Technical Services, Inc.**

**CLIENT:**  
*Rancho Murieta Community Services District*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

[End of Agreement]



**Sacramento Office**  
Fees for Professional Services  
Hourly Rate Schedule  
Effective August 1, 2015

CLASSIFICATION	RATE
<b>Engineering</b>	
Group Manager.....	\$228.00 per hour
Senior II Engineer.....	\$175.00 per hour
Senior I Engineer.....	\$96.00 per hour
Associate.....	\$81.00 per hour
<b>Technical Support Staff</b>	
Clerical/General Office.....	\$ 70.00 per hour
<b>General Project Expenses</b> .....	8% of Labor Fee
Includes mail, telephone, cell phones, fax, office photocopies, office printing, office plotting, personal computer use, and miscellaneous mileage, and meals (except as noted)	
<b>Direct Project Expenses</b>	
Off-Site Printing and Blueprinting .....	Actual cost + 15%
Travel (other than automobile) .....	Actual cost + 15%
Lodging .....	Actual cost + 15%
Materials Testing and In-Plant Inspection.....	Actual cost + 15%
Aerial Photogrammetry Service and Surveys .....	Actual cost + 15%
Soils Investigation and Field Tests .....	Actual cost + 15%
Subconsultant Services.....	Actual cost + 15%

Hourly rates include a standard multiplier of 3.0 to 3.1.

It is understood and agreed that these rates and charges include normal equipment and materials used in connection with the production of the required engineering and/or architectural services. If authorized by the client, an overtime premium multiplier of 1.5 will be applied to the direct wage cost of hourly personnel who work overtime in order to meet a deadline which cannot be met during normal hours. Applicable sales taxes, if any, will be added to these rates.

AECOM will typically furnish monthly billings for all services rendered and supplies furnished in accordance with the above compensation provisions. Payments shall be due and payable to AECOM upon presentation. A late payment finance charge of 1.5 percent per month (but not exceeding the maximum rate allowable by law) will be applied to any unpaid balance commencing thirty (30) days after the date of the original invoice.

Fee schedule is subject to general revision. New equipment categories and charges may be added or revised from time to time.

## MEMORANDUM

Date: August 12, 2015  
To: Board of Directors  
From: Improvements Committee Staff  
Subject: Consider Approval of Capacity Certification Letters - Addendum 1 - for Murieta Gardens I and II and The Retreats

---

### **RECOMMENDED ACTION**

Approve Addendum 1 - Proposal for the Capacity Certification Letters regarding Murieta Gardens I and II and The Retreats, in an amount not to exceed \$13,284. Funding to come from Developer Deposit funds.

### **BACKGROUND**

This addendum is related to the engineering reviews required to demonstrate the District has sufficient wastewater treatment, storage and disposal capacity to accommodate Murieta Gardens I and II and The Retreats. Funding for this effort is billed back to the development projects. The proposal is attached for your review.

The Improvements Committee recommends approval.



AECOM  
2020 L Street, Suite 400  
Sacramento, CA 95831  
www.aecom.com

916.414.5800 tel  
916.414.5850 fax

Aug. 3, 2015

Paul Siebensohn  
Director of Field Operations  
Rancho Murieta Community Services District  
15160 Jackson Road  
P.O. Box 1050  
Rancho Murieta, CA 95683

**Re: Addendum No. 1 – Proposal for the Capacity Certification Letter  
Rancho Murieta Community Services District**

Dear Paul,

AECOM is pleased to provide you with this addendum related to preparing a letter demonstrating that the District has sufficient wastewater treatment, storage and disposal capacity to accommodate the Murieta Gardens I, II, Inn and Retreats, as specified on the AECOM proposal dated January 22, 2014. The following is AECOM's additional proposed scope of work for the preparation of the above referenced capacity certification letter.

### **SCOPE OF WORK**

#### **Task 3. Additional Certification Letter Services**

AECOM will provide coordination with the Developer/Engineer and District for sub area evaluations and calculations of wastewater waste/recycle balance and disposal capacity for Murieta Gardens I, II and Inn. Analysis will include development effects on the District's Cantova and Main Lift North pumping stations. AECOM will provide Quality Assurance/Quality Control (QA/QC) to the District for all calculations submitted by the Developer/Engineer.

#### **Task 4. The Retreats Coordination and Certification Letter**

AECOM will prepare draft letters demonstrating that the District has sufficient wastewater treatment, storage, and disposal capacity to accommodate the following two (2) developments:

- The Retreats East development
- The Retreats West and North development

Analysis will include development effects on the District's Main Lift North and 6B pumping stations.

The water balance and other tools developed as part of the recent report of waste discharge submittal will serve as the basis for this determination and will be attached as an appendix to each letter. Each letter will be submitted to the District for review and comment. AECOM will finalize the letter by addressing and incorporating District review comments.

**Deliverables:** (1) Letter outline for each development (electronic MS Word format), draft letter for each development and for District review and comment (electronic MW Word format), and final letter for each development and for submission to CVRWQCB (electronic MS Word format).



Assumptions: For budgeting purposes, AECOM has estimated that the letter will be approximately 2 to 4 pages in length plus an appendix.

**SCHEDULE**

AECOM will develop a schedule for RMCS D's approval upon receipt of notice to proceed, and once a final submittal schedule is agreed upon between the District and Developer/Engineer.

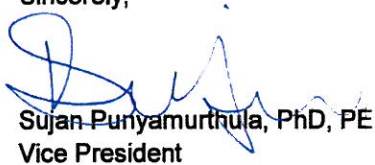
**PROPOSED FEE**


Our proposed fee for Task 3 is \$4,903 and Task 4 is \$8,381, and is detailed in the attached Table 1 – Estimated Work Effort and Cost. We propose to conduct this project on a time and material basis.

If this proposal is acceptable, please sign the attached contract. Any additional services requested but not covered by this Scope of Work can be provided as an amendment to this proposal. The attached Standard Provisions of Agreement are a part of this proposal.

Thank you again for allowing AECOM the opportunity to provide you with this proposal. If you have any questions or desire any additional information, please feel free to contact Kevin Kennedy at (916) 414-1641.

Sincerely,

  
Sujan Punyamurthula, PhD, PE  
Vice President

  
Kevin Kennedy, PE  
Senior Project Manager

**TABLE 1 - EFFORT AND COST**

Addendum No. 1 - Proposal for the Capacity Certification Letter												7/15/2015					
Rancho Murieta Community Services District																	
Task Description	GROUP MANAGER/QC	\$220	\$185	SENIOR II MANAGER	\$170	SENIOR I ENGINEER	\$145	ASSOCIATE ENGINEER	\$130	ASSISTANT ENGINEER	\$100	ENGINEERING TECH	\$70	CLERICAL	EXPENSES	TOTAL LABOR	DIRECT COSTS TOTAL
Tasks 1 thru 2 Per AECOM Proposal dated January 22, 2014	34												4	\$705	\$7,760	\$705	
<b>Addendum No. 1</b>																	
Task 3. Additional Certification Letter Services	6		8				12								\$363	\$4,540	\$363
Task 4. The Retreats Coordination and Certification Letter	12		12				20								\$621	\$7,760	\$621
Sub Total Hrs.	52		20		0	0	32		0	0	0	0	4	N/A	\$12,300		
Sub Total \$	\$11,440		\$3,700		\$0	\$0	\$4,640		\$0	\$0	\$0	\$0	\$280	\$1,689	\$20,060	\$1,689	
															Tasks 1 thru 2 Sub Total	\$8,465	
															Tasks 3 thru 4 Sub Total	\$13,284	
															<b>TOTAL</b>	<b>\$21,749</b>	





**Sacramento Office**  
Fees for Professional Services  
Hourly Rate Schedule  
Effective August 1, 2015

CLASSIFICATION	RATE
<b>Engineering</b>	
Group Manager.....	\$228.00 per hour
Senior II Engineer.....	\$175.00 per hour
Senior I Engineer.....	\$96.00 per hour
Associate.....	\$81.00 per hour
<b>Technical Support Staff</b>	
Clerical/General Office.....	\$ 70.00 per hour
<b>General Project Expenses</b> .....	8% of Labor Fee
Includes mail, telephone, cell phones, fax, office photocopies, office printing, office plotting, personal computer use, and miscellaneous mileage, and meals (except as noted)	
<b>Direct Project Expenses</b>	
Off-Site Printing and Blueprinting .....	Actual cost + 15%
Travel (other than automobile) .....	Actual cost + 15%
Lodging .....	Actual cost + 15%
Materials Testing and In-Plant Inspection.....	Actual cost + 15%
Aerial Photogrammetry Service and Surveys .....	Actual cost + 15%
Soils Investigation and Field Tests .....	Actual cost + 15%
Subconsultant Services.....	Actual cost + 15%

Hourly rates include a standard multiplier of 3.0 to 3.1.

It is understood and agreed that these rates and charges include normal equipment and materials used in connection with the production of the required engineering and/or architectural services. If authorized by the client, an overtime premium multiplier of 1.5 will be applied to the direct wage cost of hourly personnel who work overtime in order to meet a deadline which cannot be met during normal hours. Applicable sales taxes, if any, will be added to these rates.

AECOM will typically furnish monthly billings for all services rendered and supplies furnished in accordance with the above compensation provisions. Payments shall be due and payable to AECOM upon presentation. A late payment finance charge of 1.5 percent per month (but not exceeding the maximum rate allowable by law) will be applied to any unpaid balance commencing thirty (30) days after the date of the original invoice.

Fee schedule is subject to general revision. New equipment categories and charges may be added or revised from time to time.



## EXHIBIT C

### CHANGE ORDER FORM

In accordance with the Consulting Services Agreement January 22, 2014 between *Rancho Murieta Community Services District* ("Client"), and AECOM Technical Services, Inc., a California corporation, ("AECOM"), this Change Order, with an effective date of \_\_\_\_\_, 2015, modifies that Agreement as follows:

**1. Changes to the Services:**

See attached Scope of Work dated Aug, 3, 2015

**2. Change to Deliverables:**

See attached Scope of Work dated Aug, 3, 2015
-----------------------------------------------

**3. Change in Project Schedule** (attach schedule if appropriate):

See attached Scope of Work dated Aug, 3, 2015
-----------------------------------------------

**4. Change in CONSULTANT's Compensation:**

The Services set forth in this Change Order will be compensated on the following basis:

No change to Compensation

Time & Material (See **Exhibit B** for the Hourly Labor Rate Schedule)

Time and Materials with a Not- to-Exceed amount of (\$ 13,284.00). The Hourly Labor Rate Schedule is set forth in the **HOURLY RATE SCHEDULE** (attached). Reimbursable expenses are included in the overall Not to Exceed cap.

Lump Sum [\$ \_\_\_\_\_]

Milestone/Deliverable & Date	Payment Amount
	\$

**Cost Plus Fixed Fee:** [Cost \$ \_\_\_\_\_ and Fee \$ \_\_\_\_\_]

Therefore, the total authorized Compensation, inclusive of this Change Order is \$ 21,749.00

**5. Project Impact:** NONE

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6. **Other Changes** (including terms and conditions) NONE

[Empty rectangular box for additional information]

7. All other terms and conditions of the Agreement remain unchanged.

8. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

**AECOM Technical Services, Inc.**

**CLIENT:**  
*Rancho Murieta Community Services District*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

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[End of Agreement] |

## MEMORANDUM

Date: August 13, 2015  
To: Board of Directors  
From: Paul Siebensohn, Director of Field Operations  
Subject: Water Treatment Plant Expansion Project Update

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### WATER TREATMENT PLANT EXPANSION PROJECT

The project is continuing. Recent work includes: setting up conduits and cable trays for power and control system wiring for membrane permeate pumps, CIP pumps, reject pumps, and backwash pumps; running air lines for pneumatically controlled valves; chemical piping and water quality sample line installation; removal and replacement of siding where access permits; and testing of raw water screening system.

Roebbelen Construction Management reports that production of water from the new facility should now occur on November 6, 2015 vs. October 23, 2015 from the previous schedule. Reason for this delay is due to the canopy pushing out the coating of the membrane basins and an estimated five (5) additional days for conduit and wiring needs. The electrical contractor has increased staff and is working overtime in hopes of cutting the anticipated work duration from six (6) weeks to four (4) weeks. Other potential delays for ancillary items, which do not affect the date for the production of water include: the arrival of flocculation tank covers, safety exhausts for pneumatic valves, work in the plant gallery, and fire system installation.

Recent project photos are shown below.



*Water quality monitoring equipments installations*



*Coating of membrane basins*



*Membrane area canopy structure with Plate Settler in foreground*



*View of CIP pumps in foreground, Permeate pumps in background and wiring runs*

# Change Order Detail

## Shared Cost Change Orders (Split between CSD/CFD#1/CFD2014-1):

### Completed (Shared) Change Orders:

<u>#</u>	<u>Status</u>	<u>Description</u>	<u>Amt</u>	<u>Remaining</u>
0.028	COMPLETE	Bid Div 28 SCADA console Allowance	\$ 1,738.00	\$ -
1	COMPLETE	Remove proj contingency from trade contr	\$ -	\$ -
2	COMPLETE	JDP - Drying bed extension shotcrete	\$ 5,648.00	\$ -
3	COMPLETE	KGW/JDP - FM change of material	\$ 2,888.00	\$ -
4	COMPLETE	JDP - 2" Conduit for Fiber	\$ 26,264.00	\$ -
5	COMPLETE	JDP - CLSM trench at lower yard	\$ 3,300.00	\$ -
6	COMPLETE	JDP - drying bed clean out	\$ 1,882.00	\$ -
7	COMPLETE	Boring of 2" FM (IBA)	\$ -	\$ -
8	COMPLETE	RFI #024, replace corroded FCA	\$ 6,623.00	\$ -
9	COMPLETE	RFI #009, TW Booster pump station slab	\$ 6,029.00	\$ -
10	COMPLETE	ASI #01, check valve/concrete fillet	\$ 7,018.00	\$ -
11	COMPLETE	NAOH added slab at tank yard	\$ 4,091.00	\$ -
14	COMPLETE	RFI #28, conduit & chem trench vault conflict	\$ 11,700.00	\$ -
15	COMPLETE	SWPPP Maintenance	\$ -	\$ -
16	COMPLETE	16" Water Main Repair	\$ 7,000.00	\$ -
17	COMPLETE	Addl gunite for drying bed extension	\$ 2,946.00	\$ -
18	COMPLETE	KGW - Door 302 added lockset	\$ 345.00	\$ -
19	COMPLETE	Zenon - GE dimension Clar.Support Grate	\$ 2,815.00	\$ -
21	COMPLETE	RFI #19, Transformer Relocation	\$ 1,542.00	\$ -
23	COMPLETE	Temp Power Switchover	\$ 3,070.00	\$ -
24	DELETION	RFI #024, deleted ARV at sta 227+47	\$ (5,008.00)	\$ -
26	COMPLETE	SWPPP Maintenance	\$ -	\$ -
27	DELETION	Upper Tank Yard Pad Prep	\$ (492.00)	\$ -
30	COMPLETE	RFI #060, relocate 12" line for stair conflt	\$ 1,725.00	\$ -
35	COMPLETE	RFI #041, CIP Line Relocation	\$ 5,561.00	\$ -
36	COMPLETE	GE Upgraded Maintenance Table	\$ 5,013.00	\$ -
38	COMPLETE	CIP Heater Control MCC	\$ 4,415.00	\$ -
39	COMPLETE	FS Structural Consulting	\$ 1,093.00	\$ -
40	COMPLETE	Additional Spare Parts	\$ 2,600.00	\$ -
43	COMPLETE	RCMS Trailer Power Hookup	\$ -	\$ -
47	COMPLETE	Generator Pad Size Changes	\$ 8,317.00	\$ -
57	COMPLETE	SWPPP Maintenance	\$ -	\$ -
60	COMPLETE	AER (E) Fan Demo and Plywood Vents	\$ 5,860.00	\$ -
63	COMPLETE	R&R Siding at West Side Plant 1	\$ 2,120.00	\$ -
64	COMPLETE	Additional Painting Control Room Ceiling & Walls	\$ 2,230.00	\$ -
69	COMPLETE	RFI #084, Pump Station Bar Beams	\$ 286.00	\$ -
70	DELETION	Paint (E) Chlorine Room	\$ 3,280.00	\$ -
75	COMPLETE	RFI#037, chemical conduit trench pathway	\$ 38,430.00	\$ -
81	COMPLETE	Lightpole at Pump Station	\$ 4,104.00	\$ -
87	DELETION	Reverse CE#70 paint (E) chlorine room	\$ (3,280.00)	\$ -
100	COMPLETE	Cable Tray rack in basin (power & signal)	\$ 1,823.00	\$ -
105	COMPLETE	Seal Membrane Basins	\$ 4,575.97	\$ -
106	COMPLETE	Flocculator surrounding concrete uneven	\$ 3,966.00	\$ -
116	COMPLETE	Generator Slab duck bank conflict	\$ 425.00	\$ -
120	COMPLETE	Generator control peripheral module	\$ 2,791.00	\$ -
125	COMPLETE	RFI#145 gable end canopy supports	\$ 11,425.00	\$ -
			<b>\$ 196,158.97</b>	<b>\$ -</b>

Non-Completed (Shared) Change Orders:

<u>#</u>	<u>Status</u>	<u>Description</u>	<u>Amt</u>	<u>Remaining</u>
42	APPROVED	RFI#043.1 Flocculation covers	\$ 29,745.00	\$ 29,745.00
45	PENDING	1" Motorized ball valves for chlorination equip	\$ 5,306.00	\$ 5,306.00
52	APPROVED	BWW & reject Flow Meters	\$ 26,653.00	\$ 26,653.00
62	PENDING	Unsuitable material under pump station	\$ 6,124.00	\$ 6,124.00
65	DELETION	Delete control panels & VFD for KGW pumps	\$ (9,300.00)	\$ (9,300.00)
83	APPROVED	Wall opening at backwash basins	\$ 4,939.00	\$ 4,939.00
86	APPROVED	Pipe gallery valves and bolts replacement	\$ 5,360.00	\$ 5,360.00
89	PENDING	RFI#102 Underdrain wall elevation descrcpancy	\$ 1,240.00	\$ 1,240.00
90	PENDING	2" FM ARV at septic tank	\$ 1,483.00	\$ 1,483.00
93	PENDING	Concrete fillet at backwash basin conflick with ladder	\$ 659.00	\$ 659.00
94	PENDING	RFI#081 Waterstop at wet well	\$ 1,185.00	\$ 1,185.00
95	PENDING	TW bell restrain	\$ 549.00	\$ 549.00
98	PENDING	Clean CCT basin	\$ 9,946.00	\$ 9,946.00
99	APPROVED	Grating at overflow channel	\$ 4,976.00	\$ 4,976.00
102	APPROVED	IP camera upgrade	\$ 456.00	\$ 456.00
107	APPROVED	Modify flocculation covers for relocated slide gates	\$ 4,025.00	\$ 4,025.00
115	APPROVED	Phone line from (e) termination board to (N) PLC	\$ 3,417.00	\$ 3,417.00
117	PENDING	RFI#122 Chemical injectors	\$ 2,829.00	\$ 2,829.00
121	APPROVED	RFI#110 safety air exhaust valves	\$ 1,724.00	\$ 1,724.00
122	APPROVED	Plug holes at feed channel pvc	\$ 2,142.00	\$ 2,142.00
129	APPROVED	RFI#139 ACH & CLS chemical diffusers	\$ 1,612.00	\$ 1,612.00
133	PENDING	RFI#133 RW sample pump	\$ 4,119.00	\$ 4,119.00
134	PENDING	Retaining Wall at pipe gallery	\$ 1,467.00	\$ 1,467.00
135	PENDING	ASI#03 HCL acid fume scrubber	\$ 1,701.00	\$ 1,701.00
136	PENDING	RFI#144 Neutralization tank LIT connection	\$ 916.00	\$ 916.00
			<b><u>\$ 113,273.00</u></b>	<b><u>\$ 113,273.00</u></b>

**CSD-Only Change Orders:**

Completed (CSD-Only) Change Orders:

<u>#</u>	<u>Status</u>	<u>Description</u>	<u>Amt</u>	<u>Remaining</u>
25	COMPLETE	Drying Bed cleanout and sand infill (CSD only)	\$ 13,482.00	\$ -

Non-Completed (CSD-Only) Change Orders:

<u>#</u>	<u>Status</u>	<u>Description</u>	<u>Amt</u>	<u>Remaining</u>
34	APPROVED	Plant 2 SLC Ethernet connection (CSD only)	\$ 8,527.00	\$ 8,527.00
12	APPROVED	Siding Replacement-Hardie Board (CSD only)	\$ 91,466.00	\$ 83,594.00
			<b><u>\$ 99,993.00</u></b>	<b><u>\$ 92,121.00</u></b>



**HARD CONSTRUCTION COSTS (via Roebbelen)**

Project Construction Summary								Source of Funding		
Contractor	Work Type	Contract Amount	% Billed to Date	Amount Billed to Date	Amount Billed This Month	Contract Amount Remaining	CSD \$4.358 million	R&B LOC \$4.136 million	CFD 2014 \$3.818m Ph 1 \$0.540m Ph 2	
Roebbelen Construction Management Services	General Conditions	781,205	88%	687,460	23,436	93,745	243,361	230,987	213,113	
River City Painting	Painting	291,000	33%	96,210	50,545	194,790	34,058	32,327	29,825	
GE Technology	Membrane Supplier	2,173,800	90%	1,949,043	-	224,757	689,961	654,878	604,203	
JD Pasquetti	Sitework	555,659	63%	349,625	-	206,034	123,767	117,474	108,384	
Roebbelen Construction	Fencing	53,640	30%	16,078	-	37,562	5,692	5,402	4,984	
KG Walters Construction	Mechanical & Plumbing	4,893,000	98%	4,789,600	257,573	103,400	1,695,518	1,609,306	1,484,776	
Bockmon & Woody Electric	Electrical	2,370,266	95%	2,253,500	-	116,766	797,739	757,176	698,585	
Marquee	Fire Protection	42,500	15%	6,375	-	36,125	2,257	2,142	1,976	
<b>Total Initial Construction Contracts (with 534,318 Contingency = 11,695,388)</b>		<b>11,161,070</b>	<b>91%</b>	<b>10,147,891</b>	<b>331,554</b>	<b>1,013,179</b>	<b>3,592,354</b>	<b>3,409,692</b>	<b>3,145,846</b>	
<b>Change Order Summary</b>										
<b>APPROVED CHANGE ORDERS:</b>										
Max Contract Change Order Amount		534,318								
Shared Completed Change Orders (Invoiced/Paid)		196,159					69,440	65,909	60,809	
CSD Only Completed Change Orders (Invoiced/Paid)*		13,482					13,482			
Approved Change Orders (Not Invoiced)		175,742								
<b>Total Completed/Approved CO</b>		<b>385,383</b>								
<b>Amount CO remaining</b>		<b>148,935</b>								
<b>PROPOSED CHANGE ORDERS:</b>		37,524								
<b>Amount CO remaining (if Proposed COs are approved)</b>		<b>111,411</b>								
<b>OTHER:</b>										
Bay Area Coating Consulting Services	**Contingency amt outside of Roebbelen contract (approved BOD 11/19/15)	15,000	7%	980	588	14,020	347	329	304	
* CSD Only Change Orders are in addition to the CSD share of \$4.358m										
<b>Total Adjusted Construction Contracts (hard costs + CO's)</b>		<b>11,561,453</b>				<b>Total Billed to Date</b>	<b>3,675,623</b>	<b>3,475,930</b>	<b>3,206,959</b>	

**SOFT CONSTRUCTION COSTS (CSD Direct Expenses to be shared equally)**

Service Cost Summary							Source of Funding		
Item	Company/Agency	Estimated Soft Cost	Contract/Actual Soft Cost	Amount Billed to Date	Amount Billed This Month	Contract Amount Remaining	CSD	R&B LOC	CFD 2014
							\$4.358 million	\$4.136 million	\$3.818m Ph 1 \$0.540m Ph 2
Preconstruction CM Assistance	Roebbelen CMS	49,049	49,049	49,049		-	17,363	16,480	15,205
Design Engineering	HDR Engineering	240,000	239,982	239,982		-		239,982	
CEQA NOI/MND	HDR Engineering	40,000	71,070	63,559		7,511	5,583	53,088	4,889
Design Geotech	Youngdahl and Associates	3,000	2,600	2,600		-	920	874	806
Construction Engineering Assistance	HDR Engineering	150,000	276,328	220,373		55,955	78,012	74,045	68,316
Special Construction Inspection	Youngdahl and Associates	50,000	45,511	45,511		-	16,111	15,292	14,108
Misc Fees				709		-	251	238	220
SMUD Service	SMUD	5,000	31,632	31,632		-	11,198	10,628	9,806
Generator Permit	Sac County Air Quality Mgmt	5,000	5,000	-		5,000			
State Clearinghouse for CEQA	State of CA	3,000	3,000	-		3,000			
Fish & Wildlife Agency Permits	State of CA	2,000	2,000	921		1,079	326	309	286
Ca Dept Health Review	State of CA	5,000	5,000	-		5,000			
Road Mitigation	RMA	8,000	12,000	12,000		-	4,248	4,032	3,720
CSD Admin, Legal and Engineering (CFD 2014 Max per FSA = \$50K)	CSD	50,000	50,000	175,031		-	63,967	61,064	50,000
						-	-		
<b>Total</b>		<b>610,049</b>	<b>793,172</b>	<b>841,367</b>		<b>-</b>	<b>197,979</b>	<b>476,033</b>	<b>167,355</b>

**Grand Total (Construction and soft costs)**

**12,488,560**

**11,199,880**

Additional Info	
Total Retainage to Date:	420,590

Total Hard/Soft Costs	3,873,602	3,951,963	3,374,315
Less: Funds Received		(2,645,520)	(3,455,475)
Pending Draw Request		(1,036,793)	0
<b>Total Outstanding Amount</b>		<b>269,651</b>	<b>(81,160)</b>

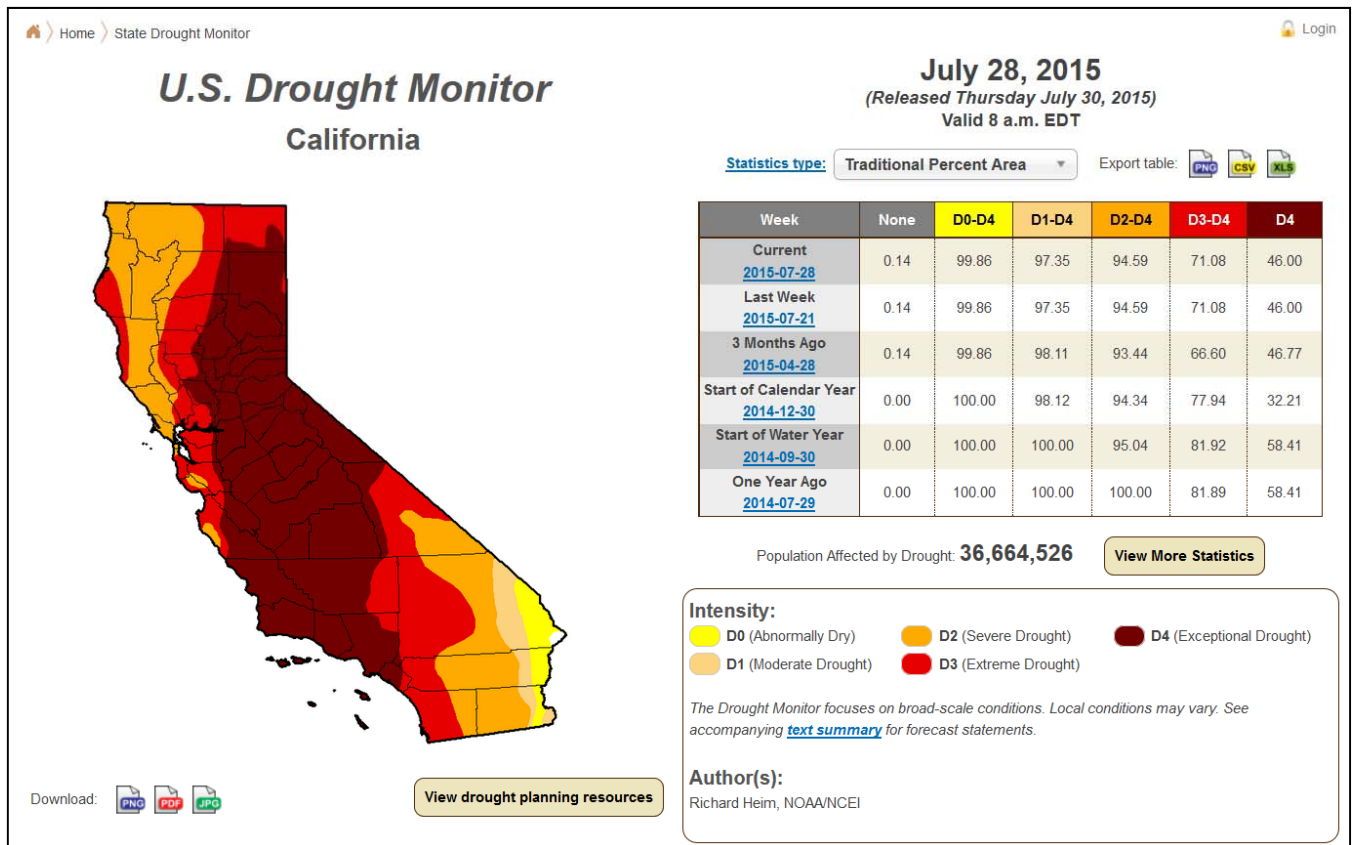
**\*\*CFD 2014-1 Draw Amount Based on Cashflow per FSA**

# MEMORANDUM

Date: August 13, 2015  
 To: Board of Directors  
 From: Paul Siebensohn, Director of Field Operations  
 Subject: Receive Water Conservation Update

There is no change from the previous drought outlook, as shown by the US Drought Monitor and U.S. Seasonal Drought Outlook below. Our water conservation schedule is still in effect and staff is continuing to monitor the community for compliance. Calendar year to date, two hundred sixty-seven conservation tags (267) have been issued and four (4) fines levied.

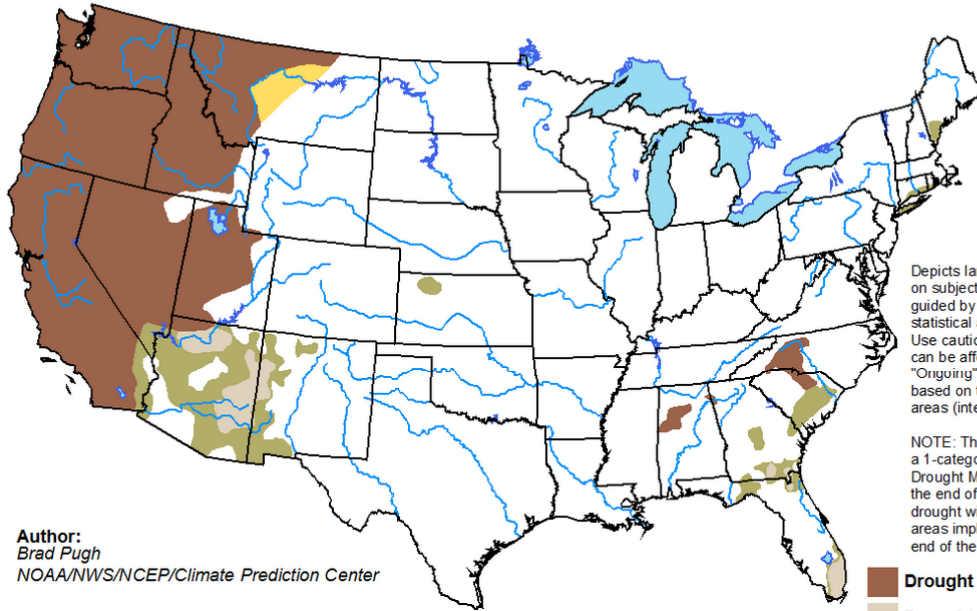
July's water production was 33.7% less than in 2013, showing that the community continues to do an excellent job conserving water.



# U.S. Seasonal Drought Outlook

## Drought Tendency During the Valid Period

Valid for July 16 - October 31, 2015  
Released July 16, 2015



Depicts large-scale trends based on subjectively derived probabilities guided by short- and long-range statistical and dynamical forecasts. Use caution for applications that can be affected by short lived events. "Ongoing" drought areas are based on the U.S. Drought Monitor areas (intensities of D1 to D4).

NOTE: The tan areas imply at least a 1-category improvement in the Drought Monitor intensity levels by the end of the period, although drought will remain. The green areas imply drought removal by the end of the period (D0 or none).

Author:  
Brad Pugh  
NOAA/NWS/NCEP/Climate Prediction Center

- Drought persists/intensifies
- Drought remains but improves
- Drought removal likely
- Drought development likely



<http://go.usa.gov/hHTe>

## CONFERENCE/EDUCATION SCHEDULE

Date: August 12, 2015  
To: Board of Directors  
From: Suzanne Lindenfeld, District Secretary  
Subject: Review Upcoming Conference/Education Opportunities

---

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

Board members must provide brief reports on meetings that they have attended at the District's expense. (AB 1234).

The upcoming conferences/educational opportunities include the following:

### **CALIFORNIA SPECIAL DISTRICT ASSOCIATION (CSDA)**

Annual Conference and Exhibitor Showcase	September 21 - 24, 2015	Monterey
Board Secretary/Clerk Conference	October 18-20, 2015	Lake Tahoe, CA

### **GOLDEN STATE RISK MANAGEMENT ASSOCIATION (GSRMA)**

No Information Currently Available on Upcoming Conferences.

### **ASSOCIATION OF CALIFORNIA WATER AGENCIES (ACWA)**

2015 Regulatory Summit	October 14, 2015	Ontario, CA
2015 Annual Fall Conference	December 1-4, 2015	Indian Wells

### **AMERICAN WATER WORKS ASSOCIATION (AWWA)**

No Information Currently Available on Upcoming Conferences.