



RANCHO MURIETA COMMUNITY SERVICES DISTRICT

15160 JACKSON ROAD
RANCHO MURIETA, CA 95683
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AGENDA

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

REGULAR BOARD OF DIRECTORS MEETINGS ARE HELD
3rd Wednesday of Each Month

REGULAR BOARD MEETING

September 18, 2013

Closed Session 4:00 p.m. * Open Session 5:00 p.m.

RMCS D Administration Building – Board Room

15160 Jackson Road

Rancho Murieta, CA 95683

BOARD MEMBERS

Gerald Pasek	President
Roberta Belton	Vice President
Betty Ferraro	Director
Paul Gumbinger	Director
Michael Martel	Director

STAFF

Edward R. Crouse	General Manager
Darlene Gillum	Assistant General Manager
Greg Remson	Security Chief
Paul Siebensohn	Director of Field Operations
Suzanne Lindenfeld	District Secretary

**RANCHO MURIETA COMMUNITY SERVICES DISTRICT
REGULAR BOARD MEETING
SEPTEMBER 18, 2013**

Closed Session 4:00 p.m. - Open Session 5:00 p.m.

AGENDA

	RUNNING TIME
1. CALL TO ORDER - Determination of Quorum - President Pasek (Roll Call)	4:00
2. ADOPT AGENDA (<i>Motion</i>)	4:05
3. SPECIAL ANNOUNCEMENTS AND ACTIVITIES (<i>5 min.</i>)	4:10
4. CLOSED SESSION <i>Under Government Code section 54956.8: Conference with Real Property Negotiators - Real Property APN 128-0080-067; APN 128-0080-068; APN 128-0080-069; APN 128-0080-076; and APN 128-0100-029. Real Property Agency Negotiator: Edward R. Crouse, General Manager. Negotiating Party: CSGF Rancho Murieta, LLC, BBC Murieta Land, LLC, Murieta Retreats, LLC, PCCP CSGF RB PORTFOLIO, LLC. Under Negotiation: Price and Terms.</i> <i>Conference with Legal Counsel – Anticipated Litigation. Initiation of litigation pursuant to Government Code Section 54956.9(c): (One Potential Case).</i> <i>Conference with Legal Counsel – Anticipated Litigation. Significant Exposure to Litigation Pursuant to 54956.9(b): (Two (2) Potential Cases).</i>	4:15
5. OPEN SESSION <i>The Board will discuss items on this agenda, and may take action on those items, including informational items and continued items. The Board may also discuss other items that do not appear on this agenda, but will not act on those items unless action is urgent, and a resolution is passed by a two-thirds (2/3) vote declaring that the need for action arose after posting of this agenda.</i> <i>The running times listed on this agenda are only estimates and may be discussed earlier or later than shown. At the discretion of the Board, an item may be moved on the agenda and or taken out of order. TIMED ITEMS as specifically noted, such as Hearings or Formal Presentations of community-wide interest, will not be taken up earlier than listed.</i>	5:00
6. REPORT ACTION FROM CLOSED SESSION	5:05

- 7. COMMENTS FROM THE PUBLIC** 5:10
- 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.*
- 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.*
- 8. CONSENT CALENDAR (Motion) (Roll Call Vote) (5 min.)** 5:15
- All the following items in Agenda Item 8 will be approved as one item if they are not excluded from the motion adopting the consent calendar.*
- a. Approval of Board Meeting Minutes**
 - 1. August 21, 2013 Regular Board Meeting
 - b. Committee Meeting Minutes (Receive and File)**
 - 1. September 5, 2013 Improvements Committee Meeting
 - 2. September 5, 2013 Finance Committee Meeting
 - 3. September 5, 2013 Security Committee Meeting
 - 4. September 6, 2013 Communications & Technology Committee Meeting
 - c. Approval of Bills Paid Listing**
- 9. STAFF REPORTS (Receive and File) (5 min.)** 5:20
- a.** General Manager’s Report
 - b.** Administration/Financial Report
 - c.** Security Report
 - d.** Water/Wastewater/Drainage Report
- 10. CORRESPONDENCE (5 min.)** 5:25
- 11. REPORT BACK ON FINANCING AND SERVICES AGREEMENT** 5:30
(Discussion/Action) (Motion) (5 min.)
- 12. APPROVE CONTRACT WITH ROEBBELEN CONSTRUCTION MANAGEMENT SERVICES, INC., FOR CONSTRUCTION MANAGER AT RISK SERVICES** 5:35
(Discussion/Action) (Motion) (5 min.)
- 13. DISCUSS PROPER PROCEDURE FOR REQUESTING ITEMS BE ADDED TO MEETING AGENDAS (Discussion/Action) (Motion) (5 min.)** 5:40
- 14. APPROVE COSTS FOR LAB TESTING OF WATER IN AUGMENTATION WELLS (Discussion/Action) (Motion) (5 min.)** 5:45

15. NOMINATIONS FOR CALIFORNIA SPECIAL DISTRICTS ASSOCIATION (CSDA) COMMITTEE & EXPERT FEEDBACK TEAM PARTICIPATION 5:50
(Discussion/Action) (Motion) (5 min.)

16. REVIEW AND SELECT CONFERENCE/EDUCATION OPPORTUNITIES 5:55
(Discussion/Action) (Motion) (5 min.)

17. MEETING DATES/TIMES FOR THE FOLLOWING: (5 min.) 6:00

Next Regular Board Meeting: OCTOBER 16, 2013 (FSA)

Special Board Meeting: OCTOBER 25, 2013 @ 9:00 A.M.

Committee Meeting Schedule:

✚ Parks -	September 26, 2013 at 4:00 p.m. @ RMA (tentative)
✚ Finance	October 1, 2013 at 9:00 a.m.
✚ Personnel	October 2, 2013 at 9:00 a.m.
✚ Improvements	October 2, 2013 at 9:30 a.m.
✚ Security	October 3, 2013 at 9:00 a.m.
✚ Communications	October 4, 2013 at 9:00 a.m.
✚ Joint Security -	October 25, 2013 at 9:00 a.m. @ RMA

18. COMMENTS/SUGGESTIONS – BOARD MEMBERS AND STAFF 6:05
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.

19. ADJOURNMENT (Motion) 6:10

"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 September 13, 2013. 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 Meeting

MINUTES

August 21, 2013

4:00 p.m. Closed Session * 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 4:00 p.m. in the District meeting room, 15160 Jackson Road, Rancho Murieta. Directors present were Gerald Pasek, Roberta Belton, Betty Ferraro, Paul Gumbinger, and Michael Martel. Also present were Edward R. Crouse, General Manager; Darlene Gillum, Director of Administration; Greg Remson, Security Chief; Paul Siebensohn, Director of Field Operations; and Suzanne Lindenfeld, District Secretary.

2. ADOPT AGENDA

Motion/Pasek to adopt the agenda with Agenda Item #3 moved to after Agenda Item #6. **Second/Belton. Ayes: Pasek, Belton, Ferraro, Gumbinger, and Martel. Noes: None.**

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

Under Government Code section 54956.8: Conference with Real Property Negotiators - Real Property APN 128-0080-067; APN 128-0080-068; APN 128-0080-069; APN 128-0080-076; and APN 128-0100-029. Real Property Agency Negotiator: Edward R. Crouse, General Manager. Negotiating Party: CSGF Rancho Murieta, LLC, BBC Murieta Land, LLC, Murieta Retreats, LLC, PCCP CSGF RB PORTFOLIO, LLC. Under Negotiation: Price and Terms.

Conference with Legal Counsel – Anticipated Litigation. Initiation of litigation pursuant to Government Code Section 54956.9(c): (One Potential Case).

Conference with Legal Counsel – Anticipated Litigation. Significant Exposure to Litigation Pursuant to 54956.9(b): (One Potential Case).

Under Government Code 54957: Public Employee Performance Review: Title: General Manager.

Under Government Code 54957.6: Conference with Labor Negotiator. Agency Designated Representative: Gerald Pasek. Unrepresented Employee: District General Manager.

5/6. BOARD RECONVENED TO OPEN SESSION AT 5:03 P.M. AND REPORTED THE FOLLOWING:

Under Government Code section 54956.8: Conference with Real Property Negotiators - Real Property APN 128-0080-067; APN 128-0080-068; APN 128-0080-069; APN 128-0080-076; and APN 128-0100-029. Real Property Agency Negotiator: Edward R. Crouse, General Manager. Negotiating Party: CSGF Rancho Murieta, LLC, BBC Murieta Land, LLC, Murieta Retreats, LLC, PCCP CSGF RB PORTFOLIO, LLC. Under Negotiation: Price and Terms. Nothing to report.

Conference with Legal Counsel – Anticipated Litigation. Initiation of litigation pursuant to Government Code Section 54956.9(c): (One Potential Case). Nothing to report.

Conference with Legal Counsel – Anticipated Litigation. Significant Exposure to Litigation Pursuant to 54956.9(b): (One Potential Case). Nothing to report.

Under Government Code 54957: Public Employee Performance Review: Title: General Manager. Nothing to report.

Under Government Code 54957.6: Conference with Labor Negotiator. Agency Designated Representative: Gerald Pasek. Unrepresented Employee: District General Manager. Nothing to report.

3. SPECIAL ANNOUNCEMENTS AND ACTIVITIES

President Pasek announced that The District received the District Transparency Certificate of Excellence from California Special Districts Association (CSDA).

7. COMMENTS FROM THE PUBLIC

Lincoln Leaman, BBC, commented on how happy he is with the progress being made on the Finance and Services Agreement (FSA) and look forward to signing the FSA soon. President Pasek stated that the FSA should be going to the Board for approval in September or October.

8. CONSENT CALENDAR

On Agenda Item 8 b 1, Director Belton asked about the status of retiring the CFD #1 Mello Roos bonds early. Darlene Gillum stated that the request has been sent in for an early bond call. Response is due back by September 1, 2013. Once received, notice will go out to the residents.

On Agenda Item 8b2, President Pasek asked about the river beach gates. Chief Remson stated that Rancho Murieta Association (RMA) is going to repair the gate at the east end of Bass Lake and District Patrol Officers will lock and unlock the gate daily.

President Pasek asked about the alternative vehicles. Chief Remson stated that due to the terrain in the back area, an SUV is best suited as the patrol vehicle. President Pasek requested staff look into using a combination of SUVs and alternative vehicles. Director Gumbinger commented on his understanding that the vehicle is the Patrol Officers office and needs to be equipped as such.

Motion/Gumbinger to adopt the consent calendar. **Second/Ferraro. Ayes: Pasek, Belton, Ferraro, Gumbinger and Martel. Noes: None.**

9. STAFF REPORTS

Under Agenda Item 9c, Director Belton commented on her concerns about the recent golf cart accidents and asked if RMA has a non-arch rule regarding overloaded golf carts. Chief Remson stated that the injured party in the most recent accident went home today with two (2) skull fractures and a tear in one of his eardrums. President Pasek requested golf cart safety be an item on the next Joint Security Committee meeting agenda. Director Gumbinger suggested informal discussions with teens regarding golf cart safety in general. Chief Remson stated that he will put it on the agenda.

President Pasek asked about the break-in at the airport. Chief Remson stated that someone broke into one of the hangars and took some tools. There were no surveillance cameras in use in the area.

Under Agenda Item 9d, President Pasek asked about the Notice of Intent. Paul Siebensohn stated the District received a Notice of Intent to Comply with the new statewide general order regarding our storm water system. The District also received two (2) Notices of Intent to Comply regarding the aquatic pesticide application plan so the reservoirs can be treated for algae. Staff has also filed a Vector Control Plan for the treatment of midge flies. Everything has been filed as required.

Director Ferraro commented on the County Vector Control having been in the area. Paul Siebensohn stated that Vector Control comes here to harvest their mosquito fish from our reservoirs because our mosquito fish population is thriving. The West Nile Virus had been detected in some birds found in Rancho Murieta as well as other areas in Sacramento County. Paul stated that staff has not received any complaints regarding midge flies.

Director Ferraro stated that the raccoons are using the storm drains as avenues.

10. CORRESPONDENCE

None.

11. AUTHORIZE NEGOTIATION OF A CONTRACT WITH ROEBBELEN CONSTRUCTION MANAGEMENT SERVICES, INC., FOR CONSTRUCTION MANAGER AT RISK SERVICES

Ed Crouse gave a brief summary of the recommendation to authorize staff to negotiation a contract with Roebbelen Construction Management Services, Inc., for a Construction Manager at Risk Services contract for the Water Treatment Plant Expansion Project.

Director Belton commented on her concern and the concern of some residents that Roebbelen Construction Management Services, Inc. was part of the team that John Sullivan had put together for this project and that the developers will be giving input directly to Roebbelen on the project. Robert Kjome, Roebbelen Construction Management Services, Inc., stated that the contract is with the District and that is who gives direction. Any contact/comments from developers will be forwarded to the District.

Director Ferraro asked if Roebbelen Construction Management Services, Inc. will be providing the District with written status reports as the project proceeds. Mr. Kjome stated regular progress meetings will be set up during pre-construction and construction portion of the project, either weekly or bi-weekly. These meetings will have agendas and minutes for distribution. During the project, a monthly project status update will be provided to the District. This will include pictures. The Board will still be approving all work as the project moves along. President Pasek suggested updates be posted on the District's website.

Director Martel commented on his understanding that the District not being able to sole source this project, his feeling that Director Belton was questioning integrity of the parties involved, and asked if he can ask questions of Roebbelen Construction Services, Inc., as they come up. Mr. Kjome

stated that he can contact him any time he has a question. Director Belton stated that she did not question the integrity of anyone.

Director Gumbinger commented on the built-in safeguards that are in place by using a Contract Manager at Risk service.

Motion/Gumbinger to authorize negotiations of a contract with Roebbelen Construction Management Services, Inc., for Construction Manager at Risk Services for the Water Treatment Plant Expansion Project. **Second/Belton. Ayes: Pasek, Belton, Ferraro, Gumbinger, Martel. Noes: None.**

12. APPROVE AGREEMENT WITH ATKINS FOR CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) SERVICES FOR AUGMENTATION WELL AND PIPELINE PROJECT

Ed Crouse gave a brief summary of the recommendation to approve the agreement with Atkins for California Environmental Quality Act (CEQA) services related to the augmentation wells and conveyance pipeline. The drilling of the test holes began on Monday, August 19, 2013. Water was found at 120 feet, 240 feet and at 300 feet.

Director Martel commented on an agreement the District has with Anderson Properties regarding access to their property. Ed Crouse stated that the 1991 Agreement has expired but a Right to Entry Agreement is in place. The purpose of the wells is for augmentation during drought times. Director Martel commented on his not having seen the current agreement and was only aware of the agreement that has expired.

John Sullivan commented on the need for the augmentation well, the developers being responsible for bringing water and that there is a right of entry agreement between the District and Anderson Properties.

Motion/Gumbinger to approve the proposal from Atkins for California Environmental Quality Act (CEQA) services related to the augmentation wells and conveyance pipeline, in an amount not to exceed \$38,310. Funding to come from Water Supply Augmentation Reserves. **Second/Pasek. Ayes: Pasek, Belton, Ferraro, Gumbinger. Noes: Martel.**

13. DISCUSS HIRING ADDITIONAL SECURITY OFFICERS AS DESIGNATED DRIVERS FOR SUMMERFEST

Ed Crouse gave a brief summary of the request to have Security Patrol Officers act as designated drivers for the Summerfest attendees this weekend and the District's recommendation to not act as designated drivers for any entity or event in the community.

Director Martel commented on how this is at no cost to the District, up to 1998, Chief Noller used to provide this services for residents and stated that the District wants to arrest people for drinking and driving instead of trying to prevent it. Director Martel feels this would be a good will gesture to the residents.

Ed Crouse stated that both the District's Legal Counsel and insurance carrier agreed that this is not a core function of the Security Department and due to liability concerns, recommended against providing this service.

Motion/Martel to hire District Security Officers to act as designated drivers for the Summerfest Event this weekend. **The Motion died due to lack of a Second.**

Director Ferraro stated that the Board does not want to go against the advice from both our Legal Counsel and our insurance carrier and put the District at risk.

14. PUBLIC HEARING – PLACING DELINQUENT ACCOUNTS ON THE TAX ROLLS OF SACRAMENTO COUNTY FOR COLLECTION

Darlene Gillum gave a brief background and stated that the Board adopts this resolution annually in order to place delinquent special taxes/charges on the Sacramento County tax rolls. The County purchases these delinquencies, using the Teeter Plan, and the District receives payment from the County dollar for dollar.

Director Martel commented on his concern with some of the developers involved in the FSA that are on the delinquent tax/charges list. Director Gumbinger suggested the District not sign the FSA until all the developers are current on their bills.

Director Martel commented on his concern with Rancho Murieta Airport not paying their Security Tax but the District still provides security services to them. Darlene Gillum stated that the airport has been receiving service even though he has been short paying his bill, the money that he pays is not really short paying, it flows with the oldest amount owed based on date not type of service.

President Pasek opened the public hearing at 6:23 p.m. and asked for public comments. There were no comments.

President Pasek closed the public hearing at 6:24 p.m.

Motion/Martel to adopt Resolution 2013-03 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. **Second/Belton. Roll Call Vote; Ayes: Pasek, Belton, Ferraro, Gumbinger, Martel. Noes: None.**

15. ADOPT DISTRICT ORDINANCE 2013-02, AMENDING DISTRICT CODE CHAPTER 8, THE COMMUNITY FACILITIES FEE CODE, SECTION 3.00

Darlene Gillum gave a brief summary of the recommendation to adopt Ordinance 2013-02. These adjustments are done annually. The first reading of the Ordinance was conducted at the July Board meeting.

President Pasek asked about updating the Water Supply Augmentation Fee, Exhibit A. Ed Crouse stated that the Water Supply Augmentation Fee and Exhibit A will be updated next year, and will include recycled water information.

Ed also commented on the Parks Fees that Director Martel had asked about at the July Board meeting. Per the agreement, the Villas site was excluded from the fee because it was a lodge at the time the agreement was made. It could be argued that once they changed the use to residential, that they could be charged that fee. But that site is excluded from the Parks Agreement. RMA's agreement with the Villas as part of their development agreement is silent to the Parks Fee.

Jonathan Hobbs, District Legal Counsel, stated that it is a development impact fee and can be charged at the permit application time. The District could adopt a fee to go forward, but it would require an AB1600 Nexus report. As to existing developments, since they already have their entitlements and buildings are built, it may be possible to impose the fee through a Prop 218 process, which would require a vote of the people affected.

Ed stated there are three (3) sources of park funds. There is a Community Park Fee of which RMA and District have the ability to collect, a Neighborhood Park Fee that is only collected by RMA, and an existing resident contribution which RMA is collecting. The District only has the ability to collect the Community Park Fees but RMA has been collecting Neighborhood and Community Park Fees as part of annexation into their homeowners association (HOA). The District is here only to collect the fee in case RMA does not collect the fee. Mr. Crouse stated the parks are RMA's responsibility and the District should not tell RMA how to collect the fee.

Director Gumbinger stated that since the Parks are RMA's responsibility, not the District's, the District should stay out of it unless asked by RMA.

Motion/Gumbinger to adopt Ordinance 2013-02, an Ordinance amending District Code Chapter 8, the Community Facilities Fees Code, Section 3.00, to increase the Water Supply Augmentation and the Community Parks fees. **Second/Belton. Roll Call Vote; Ayes: Pasek, Belton, Ferraro, Gumbinger, Martel. Noes: None.**

16. APPROVE PROPOSAL FOR PIPE PURCHASE FOR HOLE #13 CULVERT REPLACEMENT

Paul Siebensohn gave a summary of the recommendation to approve the proposal from Groeniger & Company for pipe purchase for Hole #13 culvert replacement. This project will be completed in July of 2014.

Motion/Gumbinger to approve proposal from Groeniger & Company for pipe purchase for Hole #13 Culvert Replacement, in an amount not to exceed \$18,921.60. Funding to come from Drainage Replacement Reserves, CIP No. 13-01-2. **Second/Belton. Ayes: Pasek, Belton, Ferraro, Gumbinger, Martel. Noes: None.**

17. ACCEPT BID FOR MAIN LIFT NORTH REHABILITATION PROJECT

Paul Siebensohn gave a brief summary of the recommendation to approve the bid from TNT Industrial Contractors, Inc., for the Main Lift North Rehabilitation Project.

Director Martel asked about HDR engineering services for the project. Paul Siebensohn stated that is the next agenda item. President Pasek requested the Board finish this item before moving to the next item.

Motion/Ferraro to accept bid proposal from TNT Industrial Contractors, Inc., for the Main Lift North Rehabilitation Project, in an amount not to exceed \$458,391. Funding to come from Sewer Replacement Reserves, CIP #12-04-2. **Second/Belton. Ayes: Pasek, Belton, Ferraro, Gumbinger, Martel. Noes: None.**

18. APPROVE PROPOSAL FOR CONSTRUCTION INSPECTION SERVICES AND PROPOSAL FOR CONSTRUCTION ENGINEERING SERVICES FOR MAIN LIFT NORTH REHABILITATION PROJECT

Paul Siebensohn gave a summary of the recommendation to approve the proposal from Bay Area Coatings for wet well lining inspection for the Main Lift North Rehabilitation Project and the proposal from HDR for Construction Engineering Services for the Main Lift North Rehabilitation Project.

Director Martel commented on his concerns over the amount of money the District has spent over the years for engineering services and feels that the General Manager/District Engineer should be doing more of this type work instead of contracting out.

Motion/Ferraro to approve the proposal from Bay Area Coatings for wet well lining inspection for the Main Lift North Rehabilitation Project, in an amount not to exceed \$6,400, as part of CIP #12-04-2, funding to come from Sewer Replacement Reserves; and

To approve the proposal from HDR for Construction Engineering Services for the Main Lift North Rehabilitation Project, in an amount not to exceed \$10,722, as part of CIP#12-04-2, funding to come from Sewer Replacement Reserves. **Second/Gumbinger. Ayes: Pasek, Belton, Ferraro, Gumbinger, Martel. Noes: None.**

19. APPROVE AGREEMENT WITH HDR FOR CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) SERVICES FOR THE PROPOSED WATER TREATMENT PLANT EXPANSION

Ed Crouse gave a brief summary of the recommendation to approve the proposal from HDR for California Environmental Quality Act (CEQA) services related to the proposed water treatment plant expansion and approval of additional tasks, if needed, related to the completion of the CEQA document.

Motion/Belton to approve the proposal from HDR for California Environmental Quality Act (CEQA) services related to proposed water treatment plant expansion, in an amount not to exceed \$46,292.

Approve additional tasks, if needed, related to the completion of the CEQA document. Air Quality Technical Memo, in an amount not to exceed \$7,471; Cultural Resources Technical Memo, in an amount not to exceed \$7,312; and Streambed Alteration Agreement Permit Application, in an amount not to exceed \$9,995.

Funding to come from Water Replacement Reserves, with the bill being submitted to Reynen & Bardis for payment. If payment not received, payment to be made through the letter of credit.
Second/Ferraro. Ayes: Pasek, Belton, Ferraro, Gumbinger, Martel. Noes: None.

20. REPORT BACK ON FINANCING AND SERVICES AGREEMENT

Ed Crouse gave a status report of the Financing and Services Agreement (FSA). Two (2) comments letters from the public were received, Richard Brandt and John Sullivan. Staff has met with both parties individually to review their comment letters. The letters have been forwarded to Les Hock and his legal counsel for review and comment. Due to Director absences for the Regular September Board meeting, a Special Board meeting will be held for review and approval of the final FSA.

John Sullivan commented on his meeting with the District and receiving clarification on items of concern. Mr. Sullivan stated the meeting went well.

21. ADOPT DISTRICT POLICY 2013-04, USE OF PERSONAL ELECTRONIC COMMUNICATION DEVICES DURING DISTRICT MEETINGS

Ed Crouse gave a brief summary of the recommendation to adopt District Policy 2013-04, Use of Personal Electronic Communication Devices During District Meetings.

Director Martel stated that if this policy is approved, he wants to be taken off the District Internet and asked how the District is going to enforce this policy with the public. Ed stated that staff will ask anyone whose device is interrupting the meeting to please turn the device off or leave the room while using it.

Director Ferraro suggested a notice be added to the agenda and a notice put on the District meeting room doors. Ed agreed.

Motion/Belton to adopt District Policy 2013-04, Use of Personal Electronic Communication Devices During District Meetings. **Second/Pasek. Roll Call Vote: Ayes: Pasek, Belton, Gumbinger. Noes: Ferraro, Martel.**

22. APPROVE ASSISTANT GENERAL MANAGER JOB DESCRIPTION

Ed Crouse gave a brief summary of the recommendation to approve the Assistant General Manager job description and salary range. The goal for this position is to gain insight and knowledge of the District and operations so that in time this person can be moved into the General Manager position, if approved by the Board. Once the person has moved in to the General Manager position, this position will be unfunded.

Motion/Belton to approve the Assistant General Manager job description and salary range. **Second/Gumbinger. Roll Call Vote: Ayes: Pasek, Belton, Ferraro, Gumbinger, Martel. Noes: None.**

23. NOMINATIONS FOR LAFCO SPECIAL DISTRICT COMMISSIONER OFFICE NO. 7 AND ALTERNATE SPECIAL DISTRICT COMMISSIONER FOR OFFICE NO. 6 & 7

No nominations.

24. REVIEW AND SELECT CONFERENCE/EDUCATION OPPORTUNITIES

Director Ferraro is going to the California Special District Association (CSDA) Annual Conference in September.

25. MEETING DATES/TIMES

No changes.

Directors Martel and Ferraro will not be at the September Board meeting.

Director Belton stated that she will not be able to attend the October Security Committee meeting and asked Director Martel if he would be agreeable to change the meeting date. Director Martel said he has asked for the Committee meeting to be changed to Fridays so he can attend and has been told no. Director Martel is not agreeable to changing the October Security Committee meeting and suggested the meeting be cancelled.

26. COMMENTS/SUGGESTIONS – BOARD MEMBERS AND STAFF

Director Martel commented on his concern regarding raising rates and having excess money from the 2012-2013 budget. Darlene Gillum stated that she will not have a final amount until after the audit is done. Once that has been completed, the Board will vote on where the funds will go. Director Martel stated that if there is an excess at the end of the budget year, then staff has not done a good job on calculating the budget and suggested the Board vote to suspend the rate increase next month.

Director Gumbinger commented on how the Reserve Funds are underfunded and that the rate increase was for reserves and the water treatment plant project, not for raises for staff.

Director Gumbinger commented on how nice the new billing statement looks. Darlene Gillum stated that Debby Bradberry is the one to thank.

President Pasek stated that RMA wants to get together with John Sullivan and two (2) of the District Directors. Director Ferraro and Belton volunteered.

President Pasek stated the water chart in the Board room needs to be updated. Ed Crouse stated that staff is in the process of getting that done.

Director Belton stated that Sacramento County Supervisor Roberta MacGlashan will be having a meet and greet at the Local Bean on September 28, 2013. Director Ferraro stated she asked that Supervisor MacGlashan put the Escuela Gate on the agenda.

Director Ferraro will be out of the country from October 6 to October 19, 2013.

Ed Crouse stated that at the August 6, 2013 Presidents meeting, Jim Moore was the only one not in attendance. Items discussed included: North Gate update, recycled water feasibility study, FSA, Hotel Service Agreement, RMCC wanting to put lights on the Pedestrian Bridge, the scheduling of hole #13 culvert replacement, County putting in Rancho Murieta signage on Highway 50, and

Sacramento Metro Fire having emergency training for RMCC. Ed stated he will be out of the office on September 6, 2013.

27. ADJOURNMENT

Motion/Gumbinger to adjourn at 7:42 p.m. **Second/Ferraro. Ayes: Pasek, Belton, Ferraro, Gumbinger, and Martel. Noes: None.**

Respectfully submitted,

Suzanne Lindenfeld
District Secretary

DRAFT

MEMORANDUM

Date: September 5, 2013
To: Board of Directors
From: Improvements Committee Staff
Subject: September 5, 2013 Committee Meeting Minutes

1. CALL TO ORDER

Director Pasek called the meeting to order at 8:30 a.m. Present were Directors Pasek and Gumbinger. Present from District staff were Edward Crouse, General Manager; Darlene Gillum, Assistant General Manager; Greg Remson, Security Chief; Paul Siebensohn, Director of Field Operations; and Suzanne Lindenfeld, District Secretary.

5. REVIEW RECYCLED WATER STANDARDS ADMINISTRATIVE DRAFT (taken out of order)

Ed Crouse gave a brief summary of the Recycled Water Standards Administrative Draft. The goal is to have the final available for the September 18, 2013 Board meeting. If not, then the October 16, 2013 Board meeting. Director Gumbinger suggested changing the wording "latest edition" to "latest adopted edition". The Committee agreed.

3. UPDATES

Augmentation Well

Paul Siebensohn reported that test hole drilling for TH-B, was completed last week. The preliminary results show a flow exceeding 300 gpm. However, Iron and Manganese levels in sample water taken exceeded secondary standards for taste and appearance. Staff will look into enhanced sampling and testing to determine long term water quality as well as treatment alternatives. Test hole drilling for TH-A should begin next week.

Director Gumbinger suggested the District notify the residents of the drilling.

Hotel Water Service Agreement

No change from last month. The final Agreement was sent to Cosumnes Land for signature.

4. WATER TREATMENT PLANT EXPANSION PROJECT

Construction Manager at Risk Negotiations

Ed Crouse reported that after the initial negotiation session on August 29, 2013, Roebbelen and staff are circulating electronic edited versions of the agreement for review and comment. The goal is to have the contract final and signed by September 18, 2013. A Notice of Intent has been sent to GE to work with HDR regarding the design plans. Director Gumbinger suggested HDR not proceed until Roebbelen has provided their comments on the 30% Design Report.

CEQA Documentation

Staff met with HDR and their in-house environmental analyst to review the CEQA schedule as well as coordination issues. Our goal is to have a draft Initial Study/Mitigated Negative Declaration for review and comment at the October Improvements Committee meeting.

The next step would be to revise the document, if necessary, and send it to the State Clearinghouse for the statutory 30 day public review period. We would schedule a public hearing for our regular November Board meeting. Based on this schedule, we could approve the CEQA document at our December 2013 or January 2014 Board meeting.

2. COMMENTS FROM THE PUBLIC

John Sullivan commented on his meeting with the District regarding Murieta Gardens and feels it was a very productive meeting. Mr. Sullivan stated he has not received any response to his comments to the FSA.

6. DIRECTORS' & STAFF COMMENTS/SUGGESTIONS

Director Gumbinger stated he will be on vacation from October 4 – October 10, 2013. Director Pasek will be on vacation from September 27 – October 15, 2013. The October Improvements Committee meeting will be rescheduled.

Paul Siebensohn stated that the Main Lift North Project is proceeding. A traffic control submittal will be submitted by the contractor. The goal is to have the bulk of the project completed by late November.

7. ADJOURNMENT

The meeting was adjourned at 9:28 a.m.

MEMORANDUM

Date: September 5, 2013
To: Board of Directors
From: Finance Committee Staff
Subject: September 5, 2013 Finance Committee Meeting

1. CALL TO ORDER

Director Pasek called the meeting to order at 9:30 a.m. Present were Directors Belton and Pasek. Present from District staff were Edward Crouse, General Manager; Darlene Gillum, Assistant General Manager; Greg Remson, Security Chief; Paul Siebensohn, Director of Field Operations; and Suzanne Lindenfeld, District Secretary.

2. COMMENTS FROM THE PUBLIC

None.

3. UPDATES

Community Facilities District #1 Annual Bond Levies

Darlene Gillum reported that US Bank sent out a notice to Bond Holders on August 29, 2013 regarding the early call. This notice is also published in the Bond Buyer. NBS will disseminate a material events notice to EMMA one day after the call stating that all bonds were called. The District will make the final debt service payment on October 1, 2013.

Water Treatment Plant Expansion Financing Alternatives

Darlene Gillum reported that American West Bank and El Dorado Savings Bank do not provide funding for this type of construction project. CSDA Finance Corporation's quote for Lease buy-back financing is at 4.25% (of course, subject to change) with funding available within 60 days. Since CSDA Finance Corporation does not offer lines of credit, Cathrine from CSDA Finance Corporation surveyed a few banks about the availability of lines of credit for public agencies. Wells Fargo and Bank of America responded they do provide LOC's to public agencies. Staff will contact those banks for more information.

Financing and Services Agreement

Ed Crouse reported the District received two (2) comment letters (one from Dick Brandt and one from John Sullivan). Staff met with Dick Brandt and John Sullivan to review their comments. The letters have also been forwarded to Les Hock and his legal counsel for review and comment; to date we have not received a reply. Due to Directors absences at the Regular September Board meeting, a Special Board meeting will be held for review and approval of the final FSA in the month of October.

At this time, FSA meetings have stopped until the attorney fees deposit has been replenished.

DIRECTORS' & STAFF COMMENTS/SUGGESTIONS

Darlene Gillum stated that Elk Grove Bilby was not be included in the accounts sent to the County for collection as they paid all their past due amounts and are looking to see why the payments were not being made.

Director Belton asked about the status of the new North Gate and RMA wanting the District to pay for the new gate. Chief Remson stated that the project is moving along and the District has no plans to help fund the New North Gate.

5. ADJOURNMENT

The meeting was adjourned at 9:58 a.m.

DRAFT

MEMORANDUM

Date: September 5, 2013
To: Board of Directors
From: Security Committee Staff
Subject: September 5, 2013 Security Committee Meeting

1. CALL TO ORDER

Director Belton called the meeting to order at 10:02 a.m. Present was Director Belton. Present from District staff were Edward R. Crouse, General Manager; Greg Remson, Security Chief; and Suzanne Lindenfeld, District Secretary. Director Martel was absent.

2. COMMENTS FROM THE PUBLIC

None.

3. MONTHLY UPDATES

Operations

Chief Remson reported the new Gate Officer, Zayda Quevedo, has begun training. Her first day was swing shift during Summerfest. Applications are continuing to be accepted for the vacant Patrol Officer position.

Summerfest went well, busy at the North Gate and well attended at Stonehouse Park.

I met with California Highway Patrol (CHP) Lieutenant Desmond and Sergeant Diego. We discussed the recent golf cart incidents and talked about education and enforcement assistance that CHP could provide.

Incidents of Note

Chief Remson gave a brief overview of the incidents of note for the month of August 2013.

RMA Citations/Advisals

Chief Remson reported on the following Rancho Murieta Association (RMA) rule violation citations for the month of August, which included 12 driveway parking and 10 overnight street parking. RMA rule violation admonishments and/or complaints for the month of August included 75 open garage doors, 30 loose/off leash dogs, and 24 barking dog.

RANCHO MURIETA ASSOCIATION COMPLIANCE/GRIEVANCE/SAFETY COMMITTEE MEETING

The meeting was held on August 5, 2013 at the Rancho Murieta Association (RMA) office. There was one (1) appearance for guest parking and one (1) appearance for stop sign. One (1) scheduled appearance for stop sign failed to appear. The next meeting is scheduled for September 9, 2013.

JOINT SECURITY COMMITTEE MEETING

The next meeting is scheduled for October 25, 2013. Presently, items on the agenda include Security Surveillance Cameras and Golf Cart Safety.

JAMES L. NOLLER SAFETY CENTER

The Safety Center has been open most Mondays and Wednesdays from 10:00 a.m. to 2:00 p.m., VIPS Jacque Villa and Steve Lentz continue patrolling the District as another set of “eyes and ears”.

The Safety Center is also available to all law enforcement officers for report writing, meal breaks and any other needs that arise.

Anyone interested in joining the VIPS program or would like information on the Neighborhood Watch program should contact the VIPS at the Safety Center office at 354-8509.

NEW NORTH GATE

Cost estimates were presented at the last meeting. Discussion included the overall costs, especially the proposed dual water features, additional cameras, gate operators and barcode readers, and the 14’ Visitor Lane cover. The goal is to keep the budget at \$1.4 million. Due to this cost, the Committee feels they may need to formally ask the District for funds. The next meeting will address those costs prior to presenting the plan to the community.

BEACH ACCESS/PTF GATES

Patrol Officers continue to open the gate at dawn and close it at dusk. Calls for service have been minor. Due to the occasional driver who drives around the Bass Lake PTF gate, RMA has requested that Security lock the gate located on the east end of Bass Lake. Once RMA has installed reflective warning signs on both sides of the gates, Patrol will begin locking and unlocking the gate at the same time the beach access gate is locked and unlocked.

4. SECURITY SURVEILLANCE CAMERA PLAN- Update

Chief Remson reported that on August 16, 2013 Joint Security Committee members Mike Martel, Tim Maybee, Greg Vorster, Danise Hetland, and I visited the Natomas Park Homeowners Association. We toured their facility, looked at their surveillance camera system, and spoke briefly with their vendor. I have set up a meeting with the vendor to get information, ideas and costs.

The next step for the District is to finalize the Surveillance Camera Implementation, Integration and Expansion Plan, determine costs to implement a monitoring system, get Board approval for the expenditures, and install the monitoring system.

Each separate entity would be responsible for acquiring, operating, and maintaining their individual systems that would be compatible with the District’s monitoring system.

5. TRANSPORT POLICY – INITIAL DISCUSSION

Chief Remson gave a brief summary of excerpts from the Security Department Operations Manual relating to transporting of non-District employee persons in a District own vehicle. After a short

discussion, Director Belton stated that the wording in the manual is fine and that no policy is needed. Director Belton did request that staff develop a policy on ride-alongs.

6. DIRECTOR & STAFF COMMENTS

Karen Muldoon asked if Security notices an increase in thefts from cars when there is a community event. Chief Remson stated no.

7. ADJOURNMENT

The meeting adjourned at 10:29 a.m.

DRAFT

MEMORANDUM

Date: September 6, 2013
To: Board of Directors
From: Communication & Technology Committee Staff
Subject: September 6, 2013 Communication & Technology Committee Meeting

Director Ferraro called the meeting to order at 8:00 a.m. Present were Directors Ferraro and Martel. Present from District staff were Darlene Gillum, Assistant General Manager; Greg Remson, Security Chief; Paul Siebensohn, Director of Field Operations; and Suzanne Lindenfeld, District Secretary.

COMMENTS FROM THE PUBLIC

None.

PUBLIC OUTREACH

Videos of Water Department

Paul Siebensohn reported that staff is continuing to work on developing a list of Frequently Asked Questions, responses to the questions, and scripts for possible short videos covering different areas of the District's services. Due to other higher priority projects, staff anticipates having the first draft for the December Committee meeting. Director Ferraro stated that this project is not a high priority and could wait until next year. Director Martel agreed.

Water Reduction Communications to Residents

Director Ferraro suggested the District send out letters of acknowledgement to residents that have complied with the 2020 plan.

REVIEW DISTRICT POLICY 2012-01, DISTRICT RESPONSE TO PUBLIC COMMENTS

Darlene Gillum gave a brief summary of the Press Release President Pasek asked to be sent out in response to comments in a blog. After a discussion, the Committee agreed that no changes to the Policy are needed.

Directors Ferraro and Martel requested the Water Treatment Plant Update press release be sent to the September Board Meeting for further discussion and approval before being released. Director Ferraro felt that it was important for it to be discussed in open session. Director Martel did not agree with statements made in the Press Release, especially about the rate increase, and did not want the Press Release to go out generically as the position of the entire Board or without the author being identified. He also stated that if the Press Release went out he would prepare a statement of his position regarding the Water Treatment Plant Upgrade and Expansion. **This item will be added to the September 18, 2013 Board of Directors meeting agenda.**

20 X 2020 EDUCATION

Director Ferraro commented on how well staff is doing on getting information out to the public regarding water conservation and the 2020 plan and requested a list of plumbers in the area be made available to the public.

Darlene Gillum stated that Ed has had initial meetings with Rancho Murieta Association (RMA) on their landscape review process and how the District's conservation goals can be included in their review. Director Ferraro requested an update be given at the next Committee meeting.

DIRECTOR & STAFF COMMENTS/SUGGESTIONS

Director Martel commented on the real estate sign out in front of the District Administration building. Paul Siebensohn stated that it is on Caltrans property.

Director Martel suggested that staff make available to the public the explanation that Ed gave to Directors regarding who owns what water in the community. Director Ferraro agreed and suggested a draft be presented at the October Committee meeting.

Director Martel asked about the status of the 360 Evaluations. Darlene stated that due to problems with the survey program, the dead line has been extended out again to September 20, 2013. Paper copies, along with an addressed, postage paid envelope, are available for staff.

ADJOURNMENT

The meeting was adjourned at 9:23 a.m.

MEMORANDUM

Date: September 11, 2013
 To: Board of Directors
 From: Darlene Gillum, Assistant General Manager
 Subject: Bills Paid Listing

Enclosed is the Bills Paid Listing Report for **August 2013**. 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
All Electric Motors	Pump and Motor Repairs	\$7,850.78	Operating Expense
HDR Engineering, Inc	MLN Wet Well Rehab WTP1 Expansion Design	\$2,576.01 <u>\$7,792.57</u> \$10,368.58	Reserve Expenditure LOC Demand
NTU Technologies, Inc.	Chemicals	\$11,170.60	Operating Expense
SMUD	Monthly Electric	\$30,111.08	Operating Expense
California Waste Recovery Systems	Solid Waste Contract	\$44,551.21	Operating Expense
County of Sacramento	Quarterly Solid Waste Surcharge	\$8,240.96	Operating Expenses
HDR Engineering, Inc	MLN Wet Well Rehab	\$26,588.44	Reserve Expenditure
Prodigy Electric	Replace Subdrain Wiring	\$9,039.85	Operating Expense
Kirby's Pump & Mechanical	Repair MLS Pump	\$8,829.16	Operating Expense
NTU Technologies, Inc.	Chemicals	\$11,869.06	Operating Expense
Prodigy Electric	Replace Wiring – Calero Siphon	\$9,220.50	Operating Expense
SMUD	Monthly Electric	\$32,494.35	Operating Expense
Sacramento Metropolitan Air Quality	Annual Permits	\$8,303.00	Operating Expense
Tom's House of Hydraulics	Retrofit New Mechanic's Truck	\$8,500.00	Reserve Expenditure
Univar USA, Inc.	Chemicals	\$9,856.82	Operating Expense

Rancho Murieta Community Services District
Bills Paid Listing for August 2013

Ck Number	Date	Vendor	Amount	Purpose
CM26888	8/1/2013	Costco Wholesale Membership	\$550.00	Membership Renewal
CM26889	8/2/2013	Metal Samples Company	\$92.49	Sample Analysis
CM26890	8/2/2013	All Electric Motors, Inc.	\$7,850.78	Pumps and Motors
CM26891	8/2/2013	American Family Life Assurance Co.	\$590.24	Payroll
CM26892	8/2/2013	Aramark Uniform Services	\$224.59	Uniform Service - Water
CM26893	8/2/2013	Borges & Mahoney Co.	\$1,153.01	Maintenance and Repair Supplies
CM26894	8/2/2013	BurdgeCooper	\$3,403.10	Billing Statement Stock
CM26895	8/2/2013	CALPELRA	\$350.00	Annual Membership
CM26896	8/2/2013	California Public Employees' Retirement Sys	\$33,275.24	Payroll
CM26897	8/2/2013	Carrillo Enterprises	\$649.25	Rock and Utility Sand
CM26898	8/2/2013	CDW Government Inc.	\$970.17	Software Support Renewal
CM26899	8/2/2013	County of Sacramento	\$6,441.00	Annual Permits
CM26900	8/2/2013	Culver Company, Inc	\$351.90	Conservation Pamphlets
CM26901	8/2/2013	Cummins West	\$3,279.75	Electric Fuel Control
CM26902	8/2/2013	Dell Financial Services	\$153.53	Ink
CM26903	8/2/2013	Deluxe Business Checks and Solutions	\$417.97	Check Stock
CM26904	8/2/2013	Employment Development Department	\$2,560.86	Payroll
CM26905	8/2/2013	Eurofins Eaton Analytical, Inc.	\$250.00	MIB & Geosmin Analysis
CM26906	8/2/2013	Express Office Products, Inc.	\$640.67	Office Supplies
CM26907	8/2/2013	Folsom Lake Fleet Services	\$1,968.76	Service Vehicle #812
CM26908	8/2/2013	Guardian Life Insurance	\$4,699.59	Payroll
CM26909	8/2/2013	Hach Company	\$1,344.34	Maintenance and Repair Supplies
CM26910	8/2/2013	Hastie's Capitol Sand and Gravel Co.	\$487.63	Landscape Bark
CM26911	8/2/2013	HDR Engineering, Inc	\$10,368.58	MLN Wet Well, WTP 1 Design
CM26912	8/2/2013	Howe It's Done	\$233.70	Board Meeting Dinner
CM26913	8/2/2013	Insperty Time and Attendance	\$297.80	Software Support
CM26914	8/2/2013	Kjeldsen, Sinnock & Neudeck, Inc.	\$5,000.00	Dam Survey and Inspection
CM26915	8/2/2013	Legal Shield	\$116.32	Payroll
CM26916	8/2/2013	Manco	\$272.16	Software Upgrade
CM26917	8/2/2013	McMaster-Carr Supply Co.	\$660.21	Maintenance and Repair Supplies
CM26918	8/2/2013	Municipal Maintenance Equipment, Inc.	\$770.17	Repair Seeker Camera
CM26919	8/2/2013	Nationwide Retirement Solution	\$1,663.23	Payroll
CM26920	8/2/2013	NTU Technologies, Inc.	\$11,170.60	Chemicals
CM26921	8/2/2013	Operating Engineers Local Union No. 3	\$498.87	Payroll
CM26922	8/2/2013	Bobcat West	\$334.75	Maintenance and Repair Supplies
CM26923	8/2/2013	PERS Long Term Care Program	\$48.10	Payroll
CM26924	8/2/2013	Public Retirement Journal	\$190.00	Seminar
CM26925	8/2/2013	Romo Landscaping	\$385.00	Landscape Maintenance
CM26926	8/2/2013	S. M. U. D.	\$30,111.08	Monthly Electric
CM26927	8/2/2013	Sacramento Bee	\$266.96	Subscription Renewal
CM26928	8/2/2013	Sierra Chemical Co.	\$1,849.68	Chemicals

Rancho Murieta Community Services District
Bills Paid Listing for August 2013

Ck Number	Date	Vendor	Amount	Purpose
CM26929	8/2/2013	Sierra Chemical Company	\$924.80	Chemicals
CM26930	8/2/2013	Sierra Office Supplies	\$42.97	Office Supplies
CM26931	8/2/2013	TASC	\$172.69	Payroll
CM26932	8/2/2013	Tesco Controls, Inc.	\$6,717.60	WWRP Maintenance
CM26933	8/2/2013	U.S. Bank Corp. Payment System	\$3,591.43	Monthly Gasoline
CM26934	8/2/2013	Underground Service Alert of No. Cal & Neva	\$152.94	Annual Membership
CM26935	8/2/2013	USA Blue Book	\$1,609.75	WWRP Caustic System Rebuild
CM26936	8/2/2013	Vision Service Plan (CA)	\$446.09	Payroll
CM26937	8/2/2013	W.W. Grainger Inc.	\$549.62	Maintenance and Repair Supplies
ACH	8/5/2013	EFTPS	\$9,469.99	Bi-weekly Payroll Taxes
CM26938	8/7/2013	State of California	\$224.00	Notification Fees
CM26939	8/16/2013	A Leap Ahead IT	\$5,229.18	Monthly IT Support
CM26940	8/16/2013	Ace Hardware	\$160.76	Monthly Supplies
CM26941	8/16/2013	Aestiva	\$1,032.07	Annual Support Renewal
CM26942	8/16/2013	American Express	\$183.48	Monthly Bill
CM26943	8/16/2013	American Family Life Assurance Co.	\$590.24	Payroll
CM26944	8/16/2013	Aquatic Harvesting Inc.	\$4,500.00	Aquatic Vegetation Harvesting
CM26945	8/16/2013	Aramark Uniform Services	\$282.86	Uniform Service - Water
CM26946	8/16/2013	Baxter Auto Parts Inc.	\$179.54	Parts Vehicle #813
CM26947	8/16/2013	California Waste Recovery Systems	\$44,551.21	Monthly Solid Waste Charges
CM26948	8/16/2013	Caltronics Business Systems	\$591.84	Printer Cartridges
CM26949	8/16/2013	Carrillo Enterprises	\$4,400.20	Multiple Repairs; Equipment Rental
CM26950	8/16/2013	Cell Energy Inc.	\$110.94	Parts Vehicle #813
CM26951	8/16/2013	Costco Wholesale	\$954.14	Monthly Supplies
CM26952	8/16/2013	County of Sacramento	\$2,700.06	Off-Duty Sheriff
CM26953	8/16/2013	County of Sacramento	\$8,240.96	Quarterly Waste Disposal Surcharge
CM26954	8/16/2013	County of Sacramento	\$587.00	MLN Permit
CM26955	8/16/2013	Employment Development Department	\$2,463.09	Payroll
CM26956	8/16/2013	Environmental Resource Associates	\$229.80	Mineral Analysis
CM26957	8/16/2013	Express Office Products, Inc.	\$205.99	Office Supplies
CM26958	8/16/2013	Folsom Lake Fleet Services	\$2,769.58	Service Vehicles #215 and #218
CM26959	8/16/2013	Golden State Flow Measurement	\$2,592.00	Compound Rebuild Kit
CM26960	8/16/2013	HDR Engineering, Inc	\$26,588.44	MLN Wet Well Rehab
CM26961	8/16/2013	J B Bostick Company	\$4,900.00	Street Repairs, WWRP Paving
CM26962	8/16/2013	Kronick Moskovitz Tiedemann & Girard	\$4,733.50	Legal Consulting
CM26963	8/16/2013	KWA Safety & Hazmat Consultants, Inc.	\$105.51	Fit Test
CM26964	8/16/2013	Legal Shield	\$116.32	Payroll
CM26965	8/16/2013	Nationwide Retirement Solution	\$1,700.23	Payroll
CM26966	8/16/2013	NTU Technologies, Inc.	\$5,957.14	Chemicals
CM26967	8/16/2013	Operating Engineers Local Union No. 3	\$498.87	Payroll
CM26968	8/16/2013	P. E. R. S.	\$25,886.91	Payroll

Rancho Murieta Community Services District
Bills Paid Listing for August 2013

Ck Number	Date	Vendor	Amount	Purpose
CM26969	8/16/2013	PERS Long Term Care Program	\$48.10	Payroll
CM26970	8/16/2013	Prodigy Electric	\$9,039.85	Replace Subdrain Wiring
CM26971	8/16/2013	Public Agency Retirement Services	\$300.00	OPEB Trust Admin Fees
CM26972	8/16/2013	Sierra Chemical Co.	\$2,466.24	Chemicals
CM26973	8/16/2013	Sierra Office Supplies	\$137.04	Office Supplies
CM26974	8/16/2013	Sprint	\$670.05	Monthly Cell Phone
CM26975	8/16/2013	State of California	\$60.00	Certification Renewal
CM26976	8/16/2013	Sutter EAP Resources	\$94.00	Payroll
CM26977	8/16/2013	TASC	\$172.69	Payroll
CM26978	8/16/2013	TelePacific Communications	\$499.93	Monthly Phone Bill
CM26979	8/16/2013	U.S. HealthWorks Medical Group, PC	\$167.00	Pre-employment Exam
CM26980	8/16/2013	USA Blue Book	\$1,013.63	WWRP Caustic System Rebuild
CM26981	8/16/2013	W.W. Grainger Inc.	\$824.32	Maintenance and Repair Supplies
CM26982	8/16/2013	Western Exterminator Co.	\$485.50	Monthly Pest Control
ACH	8/19/2013	EFTPS	\$9,201.42	Bi-weekly Payroll Taxes
ACH	8/26/2013	US Postmaster	\$1,500.00	Postage
CM26986	8/30/2013	Action Cleaning Systems	\$1,172.00	Monthly Janitorial
CM26987	8/30/2013	American Family Life Assurance Co.	\$590.24	Payroll
CM26988	8/30/2013	American Water Works Association	\$295.00	Conference/Training
CM26989	8/30/2013	Applications By Design, Inc.	\$125.00	Security Data Back-up
CM26990	8/30/2013	Aramark Uniform Services	\$192.28	Uniform Service - Water
CM26991	8/30/2013	AT&T	\$863.66	Monthly Phone Bill
CM26992	8/30/2013	Borges & Mahoney Co.	\$889.30	Maintenance and Repair Supplies
CM26993	8/30/2013	Caltronics Business Systems	\$2,136.24	Admin Copier/Printer
CM26994	8/30/2013	CLS Labs	\$2,721.46	Monthly Lab Tests
CM26995	8/30/2013	Daily Journal Corporation	\$525.00	Publish Teeter Notice
CM26996	8/30/2013	Sharon Donohue	\$100.00	Water Pressure Reducer Rebate
CM26997	8/30/2013	Employment Development Department	\$2,468.28	Payroll
CM26998	8/30/2013	Environmental Resource Associates	\$466.85	Laboratory Proficiency Testing
CM26999	8/30/2013	Express Office Products, Inc.	\$569.21	Office Supplies
CM27000	8/30/2013	Folsom Lake Fleet Services	\$4,798.25	Service Vehicles #519 and #517
CM27001	8/30/2013	Ford Motor Credit Company LLC	\$234.78	Security Patrol Vehicle Lease
CM27002	8/30/2013	Franchise Tax Board	\$310.98	Payroll
CM27003	8/30/2013	Gempler's, Inc.	\$698.10	Safety Supplies
CM27004	8/30/2013	Government Finance Officers Assoc.	\$160.00	Annual Membership
CM27005	8/30/2013	Groeniger & Company	\$1,937.52	Maintenance and Repair Supplies
CM27006	8/30/2013	Howe It's Done	\$261.34	Board Meeting Dinner
CM27007	8/30/2013	Pollardwater.com - West	\$2,033.50	Dechlorinator Diffusers
CM27008	8/30/2013	Kirby's Pump & Mechanical Inc.	\$8,829.16	Repair MLS Pump
CM27009	8/30/2013	Legal Shield	\$116.32	Payroll
CM27010	8/30/2013	Frank Meyer	\$100.00	Hot Water Recirculating Pump Rebate

**Rancho Murieta Community Services District
Bills Paid Listing for August 2013**

Ck Number	Date	Vendor	Amount	Purpose
		CFD#1 Bank of America Checking		
CM2693	8/16/2013	CoreLogic Solutions, LLC.	\$165.00	CFD#1 Admin Fees
CM2694	8/16/2013	Kronick Moskowitz Tiedemann & Girard	\$414.98	CFD#1 Legal Fees
CM2695	8/30/2013	Rancho Murieta CSD	\$85,537.73	County Tax Disbursement & Prop 1A Repayment
		TOTAL	\$86,117.71	
		EL DORADO PAYROLL		
Payroll (El Dorado)				
Checks: # CM11043 to CM11061 and Direct Deposits: DD06581 to DD06672			\$ 157,471.11	Payroll
ACH	8/31/2013	National Payment Corp	\$138.38	Payroll
		TOTAL	\$157,609.49	

MEMORANDUM

Date: September 13, 2013
To: Board of Directors
From: Edward R. Crouse, General Manager
Subject: General Manager's Report

The following are highlights since our last Board Meeting.

Employee Relations

In September, PERS mailed out medical insurance enrollment packages to employees' residences. Open enrollment continues through October 11, 2013 for coverage and or provider changes. Debby will be available to meet individually with employees to review coverage, insurance premiums and employer/employee cost sharing.

In response in part to the lack of responses and technical survey problems, the 360-survey period was extended and paper surveys were made available to solicit more responses. The final report should be available in November.

Finance/IT

Larry Bain, our auditor, was out September 3 - 6, 2013. First report was all looks well and everything ties out. He hopes to complete the draft audit in time for the November Finance committee meeting.

Darlene will be working on our State Controller's report with input from our audit. The State Controller's report is due annually in October.

Debby is working with District employees on the upcoming CALPERS medical enrollment from mid September to mid October. This is the annual time when employees can change medical coverage, unless there is a life-changing event after January 1.

Security

Greg is conducting a second round of interviews and selection for the open Patrol Officer position.

As noted from comments on RanchoMurieta.com, we struggled over the summer to get one of the resident lane gate arms repaired. Greg made a final push on the vendor to get the equipment delivered. It should be repaired no later than the Board meeting; hopefully, sooner.

Water

As like last month, production stayed at 2.9 mgd, still 10% below our operational capacity of 3.2 mgd.

Paul has been on top of taste and odor as we treated the lakes for algae and completed another treatment mid August. As a result, the taste and odor precursor compounds were non-detectable.

Recent articles and predictions by the State of a potential drought year have raised our awareness and thought for the upcoming year. With our new drought tracker program, Paul can monitor the situation for our local Cosumnes watershed real time and compare it to the rest of the state. That said, even with the most recent drought declarations of a few years ago, we were still able to refill our reservoirs.

On a similar note, Paul reports our current storage at 3,592 AF or roughly 80% full headed into fall with cooler weather reducing evaporation and irrigation demands.

Wastewater

Our secondary storage at the WWRP is roughly the same as last year, or about 40 AF. This is good news - bad news. For the good news, we are already below our Regional Board threshold of 100 AF heading into the rainy season. And the bad news is recycled water supplies are tight for RMCC if warm weather this fall leads to higher irrigation demands. Paul continues to work well with Rich on balancing deliveries and inflow to meet RMCC's needs

Drainage

Paul completed another midge fly treatment in August, which should be our last for the season. In addition, from my recollection, we had few if any midge fly complaints. Good work, Paul.

We continue with minimal ditch maintenance although staff did regrade and redefine local ditch lines for the rainy season. We will likely hit a few more known trouble areas to make sure we are ready for the rains.

Solid Waste

Nothing new to report on the collections side. The District scheduled the next E-Waste Curb Side Pickup for Monday, October 7, 2013.

Engineering

Augmentation Well

Test Hole –B (TH-B) was abandoned and efforts turned to test hole A, near Cantova Way this week.

TH–B results were mixed with yield somewhere between 200-400 AF though a final yield prediction is soft. However, the reality is that regardless of the yield, we will likely need to perfect the well for domestic use during augmentation needs. In addition, it is likely we will need well head treatment for iron and manganese removal. These secondary constituents affect appearance and taste.

TH-A results should be available by the Board meeting.

Recycled Water Feasibility Study

The study is complete as well as our funding letter commitment. The final report will be sent to the Bureau next week.

We are meeting with California Department of Public Health (CDPH) this week on the use of open storage related to Bass Lake and Lake 10/11. Recall, there was concern with urban runoff contaminating the recycled water, thereby making it unusable for residential irrigation without addition treatment or disinfection.

Recycled Water Standards

The initial draft standards and details were presented to the Improvements committee earlier this month. We are bringing the final version for approval at the October Board meeting. Recall the standards and details are part of our submittal the Regional Board in December to seek approval of our Master reclamation permit

Master Reclamation Permit Application

Kevin is making progress on the Title 22 engineering report. Next up will be his work on the anti-degradation (of groundwater) analysis, which will be rolled up into our formal application.

Water Treatment Plant Design

HDR is moving forward with completing their 30% design drawings by September 18. Roebbelen with then have two (2) weeks to prepare their own construction cost estimate. Final Design will be completed by mid November.

Conservation

September is ***Water with the Weather*** month. We are offering weather based controller and other irrigation related rebates to encourage more efficient late season watering.

MEMORANDUM

Date: September 12, 2013
 To: Board of Directors
 From: Darlene Gillum, Assistant General Manager
 Subject: Administration/Financial Reports

Enclosed is a combined financial summary report for **August 2013**. 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
	12 month rolling % increase												
Residences	0.0	2,513	2,513										
		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
	Weighted average												
Cubic Feet	3,035	3074	2996										
Gallons per day	757	766	747										
Planning Usage GPD	583												

Lock-Offs- For the month of August there were 18 lock-offs.

Aging Report – Delinquent accounts total \$72,810 which is 12.4% of the total accounts receivable balance of \$585,653. Past due receivables, as a percent of total receivables, have decreased since July as a result of fiscal year 2012-2013 delinquencies in the amount of \$31,520 being transferred to the County through the Teeter Plan.

Summary of Reserve Accounts as of August 31, 2013 – The District’s reserve accounts have increased \$135,551 year to date since July 1, 2013. The increase is due to the reserve amounts collected in the Water and Sewer base rates and interest earned. The District has expended \$45,881 of reserves since the beginning of the fiscal year, which started July 1, 2013. The total amount of reserves held by the District as of August 31, 2013 is \$8,869,602. Please see the Reserve Fund Balances table below for information by specific reserve account.

Reserve Fund Balances

<i>Reserve Descriptions</i>	<i>Fiscal Yr Beg Balance July 1, 2013</i>	<i>YTD Collected & Interest Earned</i>	<i>YTD Spent</i>	<i>Period End Balance Aug 31, 2013</i>
Water Capital Replacement (200-2505)	2,682,621	35,384	(16,293)	2,701,712
Sewer Capital Replacement (250-2505)	2,869,146	48,117	(29,588)	2,887,675
Drainage Capital Replacement (260-2505)	26,834	0	(0)	26,834
Security Capital Replacement (500-2505)	51,315	0	(0)	51,315
Sewer Capital Improvement Connection (250-2500)	4,008	0	(0)	4,008
Capital Improvement (xxx-2510)	392,601	0	(0)	392,601
Water Supply Augmentation (200-2511)	2,448,725	0	(0)	2,448,725
Water Debt Service Reserves (200-2512)	139,260	34,767	(0)	174,027
Sewer Debt Service Reserves (250-2512)	163,116	17,283	(0)	180,399
Rate Stabilization (200/250/500-2515)	2,306	0	(0)	2,306
Total Reserves	8,779,932	135,551	(45,881)	8,869,602

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 July 31, 2013		
1-Month	3-Months	1-Year
2.8%	1.54%	13.20%

Financial Summary Report (year to date through August 31, 2013):

Revenues:

Water Charges, year-to-date, are **above** budget \$2,497 or .6%

Sewer Charges, year-to-date, are **below** budget \$90 or (0.0%)

Drainage Charges, year-to-date, are **below** budget \$86 or (0.3%)

Security Charges, year-to-date, are **below** budget \$56 or (0.0%)

Solid Waste Charges, year-to-date, are **below** budget \$143 or (0.1%)

Total Revenues, which include other income, property taxes and interest income year-to-date, are **above** budget \$9,807 or 0.9%. Year to date residential Water usage has exceeded budget projections by 2.0% and year to date commercial Water usage is below budget projections by (7.5%). Other revenue areas that exceeded budget are primarily Title Transfer Fees and Late Charges.

Expenses: Year-to-date total operating expenses are below budget \$68,726 or 7.6%. Year-to-date operational reserve expenditures total \$0. 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 \$25,376 or (9.5%), prior to reserve expenditures.** Areas running over budget are Chemicals, Maintenance and Repair, Lab Tests and Permits. Wages are under budget due to the open Utility Worker position and the actual allocation variance between Water, Sewer and Drainage. Employer Costs are under budget due to the combination of Medical Opt Out contingency under-run and the variance between the actual allocation of labor charges between Water, Sewer and Drainage and the projected budget allocations. Taste & Oder Chemicals and Water Meters are the largest areas running below budget. Year-to-date \$0 of expenses have been incurred from reserves expenditures.

Sewer Expenses, year-to-date, are **below budget by \$11,684 or (7.0%), prior to reserve expenditures.** Areas running over budget are Chemicals, Maintenance & Repair, and Lab Tests. Wages are under budget due to the open Utility Worker position and the actual allocation variance between Water, Sewer and Drainage. Employer Costs are under budget due to the combination of Medical Opt Out contingency under-run and the variance between the actual allocation of labor charges between Water, Sewer and Drainage and the projected budget allocations. Areas running below budget are Power, Permits, Training/Safety, Equipment Rental and Other Direct Costs (which includes Vehicle Fuel, Legal and Consulting). Year-to-date \$0 of expenses have been incurred from reserves expenditures.

Drainage Expenses, year-to-date, are **below budget by \$277 or (1.3%).** Areas running over budget are Permits. Wages are over budget due to the combination of the open Utility Worker position and the actual allocation variance between Water, Sewer and Drainage. Employer Costs are over budget due to the combination of Medical Opt Out contingency under-run and the variance between the actual allocation of labor charges between Water, Sewer and Drainage and the projected budget allocations. Areas running below budget are Maintenance and Repair, Power, Chemicals and Other Direct Costs (which includes Consulting and Drainage Flood Work).

Security Expenses, year-to-date, are **below budget by \$23,186 or (13.7%).** Areas running over budget are Vehicle Maintenance and Off Duty Sheriff (a portion of which will be billed to Summerfest). Wages and Employer Costs are running under budget due to the open Patrol Officer position and a Patrol Officer out on a Workers' Comp injury. Areas running below budget are Vehicle Fuel and Other (which includes Telephones, Vehicle Lease, Legal, and Training/Safety).

Solid Waste Expenses, year-to-date, are **below budget by \$70 or (0.1%).**

General Expenses, year-to-date, are **below budget by \$8,134 or (04.5%).** The largest areas running over budget are Insurance (due to the increase in our property base cost) and Office Supplies (related to the purchase of the new billing statement stock). Areas running below

budget are Wages, Employer Cost, Legal, IT Systems Maintenance and Other Costs (which includes Travel, Postage, Memberships and Training).

Net Income: Year-to-date unadjusted net income, before depreciation, is \$75,909. Net income/(Loss) adjusted for estimated depreciation expense of \$93,140 is (\$17,231).

The YTD expected net operating income before depreciation, per the 2013-2014 budget, is \$138,196. The actual net operating income is \$78,533 higher than the budget expectation due to revenue running \$9,807 over budget and total operating expenses running under budget \$68,726.

Rancho Murieta Community Services District
Summary Budget Performance Report
YTD THROUGH AUGUST 2013

	% of Total	Annual Budget	% of Total	YTD Budget	YTD Actuals	% of Total	YTD VARIANCE	
							Amount	%
REVENUES								
Water Charges	31.7%	\$1,775,230	38.8%	\$402,854	\$405,351	38.6%	\$2,497	0.6%
Sewer Charges	22.1%	1,237,740	19.8%	206,222	206,132	19.6%	(90)	0.0%
Drainage Charges	3.2%	180,430	2.9%	30,070	29,984	2.9%	(86)	(0.3%)
Security Charges	21.2%	1,185,510	19.0%	197,584	197,528	18.8%	(56)	0.0%
Solid Waste Charges	11.1%	621,072	10.0%	103,512	103,369	9.9%	(143)	(0.1%)
Other Income	1.7%	92,550	1.5%	15,312	23,014	2.2%	7,702	50.3%
Interest Earnings	0.0%	1,140	0.0%	34	17	0.0%	(17)	(50.0%)
Property Taxes	9.0%	502,800	8.1%	83,800	83,800	8.0%		0.0%
Total Revenues	100.0%	5,596,472	100.0%	1,039,388	1,049,195	100.0%	9,807	0.9%
OPERATING EXPENSES								
Water/Sewer/Drainage								
Wages	14.5%	809,730	13.7%	123,500	114,943	13.8%	(8,557)	(6.9%)
Employer Costs	6.9%	385,450	6.7%	60,401	57,482	6.9%	(2,919)	(4.8%)
Power	5.8%	325,510	5.1%	46,165	40,849	4.9%	(5,316)	(11.5%)
Chemicals	4.3%	240,200	7.6%	68,135	49,785	6.0%	(18,350)	(26.9%)
Maint & Repair	6.2%	345,470	5.1%	46,360	58,012	7.0%	11,652	25.1%
Meters/Boxes	1.0%	54,000	0.9%	8,250	2,592	0.3%	(5,658)	(68.6%)
Lab Tests	1.3%	74,250	0.9%	8,250	11,830	1.4%	3,580	43.4%
Permits	1.1%	64,300	1.7%	15,200	20,480	2.5%	5,280	34.7%
Training/Safety	0.4%	21,700	0.7%	6,225	2,031	0.2%	(4,194)	(67.4%)
Equipment Rental	0.8%	43,500	1.0%	8,700	2,460	0.3%	(6,240)	(71.7%)
Other	7.0%	394,010	7.3%	65,541	58,926	7.1%	(6,615)	(10.1%)
Subtotal Water/Sewer/Drainage	49.3%	2,758,120	50.7%	456,727	419,390	50.4%	(37,337)	(8.2%)
Security								
Wages	11.2%	625,100	10.5%	94,500	82,196	9.9%	(12,304)	(13.0%)
Employer Costs	6.7%	374,700	6.4%	58,100	50,806	6.1%	(7,294)	(12.6%)
Off Duty Sheriff Patrol	0.1%	6,000	0.1%	1,000	2,700	0.3%	1,700	170.0%
Other	1.7%	94,700	1.7%	15,692	10,405	1.2%	(5,287)	(33.7%)
Subtotal Security	19.7%	1,100,500	18.8%	169,292	146,107	17.6%	(23,185)	(13.7%)
Solid Waste								
CWRS Contract	9.7%	543,000	10.0%	90,500	90,748	10.9%	248	0.3%
Sacramento County Admin Fee	0.6%	34,680	0.6%	5,780	5,462	0.7%	(318)	(5.5%)
HHW Event	0.2%	12,000	0.0%			0.0%		0.0%
Subtotal Solid Waste	10.5%	589,680	10.7%	96,280	96,210	11.6%	(70)	(0.1%)
General / Admin								
Wages	9.5%	534,200	8.9%	80,500	78,688	9.5%	(1,812)	(2.3%)
Employer Costs	5.2%	292,300	5.1%	45,800	41,946	5.0%	(3,854)	(8.4%)
Insurance	0.8%	45,000	0.8%	7,502	10,768	1.3%	3,266	43.5%
Legal	0.4%	25,000	0.4%	4,000	420	0.1%	(3,580)	(89.5%)
Office Supplies	0.3%	19,200	0.4%	3,200	6,392	0.8%	3,192	99.8%
Director Meetings	0.3%	18,000	0.3%	3,004	2,900	0.3%	(104)	(3.5%)
Telephones	0.1%	4,620	0.1%	768	713	0.1%	(55)	(7.2%)
Information Systems	1.4%	79,000	1.7%	15,682	12,785	1.5%	(2,897)	(18.5%)
Community Communications	0.1%	5,900	0.1%	900	1,421	0.2%	521	57.9%
Postage	0.4%	21,780	0.4%	3,630	3,010	0.4%	(620)	(17.1%)
Janitorial/Landscape Maint	0.3%	16,800	0.3%	2,800	2,987	0.4%	187	6.7%
Other	1.5%	86,500	1.2%	11,107	8,729	1.0%	(2,378)	(21.4%)
Subtotal General / Admin	20.5%	1,148,300	19.9%	178,893	170,759	20.5%	(8,134)	(4.5%)
Total Operating Expenses	100.0%	5,596,600	100.0%	901,192	832,466	100.0%	(68,726)	(7.6%)
Operating Income (Loss)	100.0%	(128)	100.0%	138,196	216,729	100.0%	78,533	56.8%
Non-Operating Expenses								
Net Income (Loss)	100.0%	(128)	100.0%	138,196	216,729	100.0%	78,533	56.8%

Rancho Murieta Community Services District
Budget Performance Report by FUND
YTD THROUGH AUGUST 2013

	% of Total	Annual Budget	% of Total	YTD Budget	YTD Actuals	% of Total	YTD VARIANCE Amount %	
WATER								
REVENUES								
Water Charges	98.7%	\$1,775,230	99.0%	\$402,854	\$405,351	98.8%	\$2,497	0.6%
Interest Earnings	0.0%	80	0.0%	10		0.0%	(10)	(100.0%)
Other Income	1.3%	23,830	1.0%	3,972	4,871	1.2%	899	22.6%
Total Water Revenues	100.0%	1,799,140	100.0%	406,836	410,222	100.0%	3,386	0.8%
EXPENSES (excluding depreciation)								
Wages	28.2%	437,250	24.9%	66,690	61,790	25.5%	(4,900)	(7.3%)
Employer Costs	13.4%	208,130	12.2%	32,617	31,179	12.8%	(1,438)	(4.4%)
Power	10.7%	166,050	7.4%	19,790	19,965	8.2%	175	0.9%
Chemicals	8.0%	124,500	8.2%	21,885	24,909	10.3%	3,024	13.8%
T&O - Chemicals/Treatment	3.3%	51,000	11.7%	31,400	10,079	4.2%	(21,321)	(67.9%)
Maint & Repair	10.4%	161,070	9.3%	24,860	32,646	13.5%	7,786	31.3%
Meters/Boxes	3.5%	54,000	3.1%	8,250	2,592	1.1%	(5,658)	(68.6%)
Lab Tests	2.3%	36,000	1.9%	5,000	6,085	2.5%	1,085	21.7%
Permits	2.1%	32,000	1.9%	5,000	7,171	3.0%	2,171	43.4%
Training/Safety	0.5%	7,500	0.5%	1,325	1,475	0.6%	150	11.3%
Equipment Rental	1.5%	23,000	1.9%	5,000	2,460	1.0%	(2,540)	(50.8%)
Other Direct Costs	16.2%	251,070	17.2%	46,219	42,309	17.4%	(3,910)	(8.5%)
Operational Expenses	100.0%	1,551,570	100.0%	268,036	242,660	100.0%	(25,376)	(9.5%)
Water Income (Loss)	16.0%	247,570	51.8%	138,800	167,562	69.1%	28,762	20.7%
38.9% Net Admin Alloc	16.0%	247,570	13.6%	36,531	32,557	13.4%	(3,974)	(10.9%)
Total Net Income (Loss)	0.0%		38.2%	102,269	135,005	55.6%	32,736	32.0%
SEWER								
REVENUES								
Sewer Charges	98.7%	1,237,740	98.7%	206,222	206,132	98.2%	(90)	0.0%
Interest Earnings	0.0%	140	0.0%	18		0.0%	(18)	(100.0%)
Other Income	1.3%	15,990	1.3%	2,664	3,874	1.8%	1,210	45.4%
Total Sewer Revenues	100.0%	1,253,870	100.0%	208,904	210,006	100.0%	1,102	0.5%
EXPENSES (excluding depreciation)								
Wages	29.7%	315,800	28.8%	48,165	43,067	27.7%	(5,098)	(10.6%)
Employer Costs	14.1%	150,330	14.1%	23,556	21,675	13.9%	(1,881)	(8.0%)
Power	13.5%	143,960	14.4%	24,085	19,401	12.5%	(4,684)	(19.4%)
Chemicals	6.6%	70,300	11.3%	18,950	24,876	16.0%	5,926	31.3%
Maint & Repair	16.2%	172,500	11.7%	19,500	25,366	16.3%	5,866	30.1%
Lab Tests	3.6%	38,250	1.9%	3,250	5,745	3.7%	2,495	76.8%
Permits	2.6%	27,300	6.1%	10,200	8,445	5.4%	(1,755)	(17.2%)
Training/Safety	1.3%	14,200	2.9%	4,900	556	0.4%	(4,344)	(88.7%)
Equipment Rental	1.5%	16,000	1.9%	3,200		0.0%	(3,200)	(100.0%)
Other Direct Costs	10.9%	116,240	6.9%	11,547	6,538	4.2%	(5,009)	(43.4%)
Operational Expenses	100.0%	1,064,880	100.0%	167,353	155,669	100.0%	(11,684)	(7.0%)
Sewer Income (Loss)	17.7%	188,990	24.8%	41,551	54,337	34.9%	12,786	30.8%
29.7% Net Admin Alloc	17.8%	189,020	16.7%	27,888	24,857	16.0%	(3,031)	(10.9%)
Total Net Income (Loss)	0.0%	(30)	8.2%	13,663	29,480	18.9%	15,817	115.8%
DRAINAGE								
REVENUES								
Drainage Charges	100.0%	180,430	100.0%	30,070	29,984	100.0%	(86)	(0.3%)
Interest Earnings	0.0%	30	0.0%	2		0.0%	(2)	(100.0%)
Total Drainage Revenues	100.0%	180,460	100.0%	30,072	29,984	100.0%	(88)	(0.3%)
EXPENSES (excluding depreciation)								
Wages	40.0%	56,680	40.5%	8,645	10,086	47.9%	1,441	16.7%
Employer Costs	19.1%	26,990	19.8%	4,228	4,628	22.0%	400	9.5%
Power	10.9%	15,500	10.7%	2,290	1,483	7.0%	(807)	(35.2%)
Chemicals	3.8%	5,400	4.2%	900		0.0%	(900)	(100.0%)
Maint & Repair	8.4%	11,900	9.4%	2,000		0.0%	(2,000)	(100.0%)
Permits	3.5%	5,000	0.0%		4,864	23.1%	4,864	0.0%
Equipment Rental	3.2%	4,500	2.3%	500		0.0%	(500)	(100.0%)
Other Direct Costs	11.1%	15,700	13.0%	2,775		0.0%	(2,775)	(100.0%)
Operational Expenses	100.0%	141,670	100.0%	21,338	21,061	100.0%	(277)	(1.3%)
Drainage Income (Loss)	27.4%	38,790	40.9%	8,734	8,923	42.4%	189	2.2%
6.1% Net Admin Alloc	27.4%	38,820	26.8%	5,723	5,105	24.2%	(618)	(10.8%)
Total Net Income (Loss)	0.0%	(30)	14.1%	3,011	3,818	18.1%	807	26.8%
SECURITY								
REVENUES								
Security Charges	96.4%	1,185,510	96.4%	197,584	197,528	94.7%	(56)	0.0%
Interest Earnings	0.0%	410	0.0%	4		0.0%	(4)	(100.0%)
Other Income	3.6%	43,730	3.6%	7,472	11,021	5.3%	3,549	47.5%
Total Security Revenues	100.0%	1,229,650	100.0%	205,060	208,549	100.0%	3,489	1.7%

Rancho Murieta Community Services District
Budget Performance Report by FUND
YTD THROUGH AUGUST 2013

	% of Total	Annual Budget	% of Total	YTD Budget	YTD Actuals	% of Total	YTD VARIANCE	
							Amount	%
EXPENSES (excluding depreciation)								
Wages	56.8%	\$625,100	55.8%	\$94,500	\$82,196	56.3%	(\$12,304)	(13.0%)
Employer Costs	34.0%	374,700	34.3%	58,100	50,806	34.8%	(7,294)	(12.6%)
Equipment Repairs	0.4%	4,400	0.4%	734		0.0%	(734)	(100.0%)
Vehicle Maintenance	0.6%	6,700	0.6%	1,100	4,993	3.4%	3,893	353.9%
Vehicle Fuel	1.9%	20,560	2.3%	3,910	1,825	1.2%	(2,085)	(53.3%)
Off Duty Sheriff Patrol	0.5%	6,000	0.6%	1,000	2,700	1.8%	1,700	170.0%
Other	5.7%	63,040	5.9%	9,948	3,586	2.5%	(6,362)	(64.0%)
Operational Expenses	100.0%	1,100,500	100.0%	169,292	146,106	100.0%	(23,186)	(13.7%)
Security Income (Loss)	11.7%	129,150	21.1%	35,768	62,443	42.7%	26,675	74.6%
20.3% Net Admin Alloc	11.7%	129,190	11.3%	19,051	16,990	11.6%	(2,061)	(10.8%)
Total Net Income (Loss)	0.0%	(40)	9.9%	16,717	45,453	31.1%	28,736	171.9%
SOLID WASTE REVENUES								
Solid Waste Charges	99.9%	621,072	100.0%	103,512	103,369	100.0%	(143)	(0.1%)
Interest Earnings	0.1%	400	0.0%			0.0%		0.0%
Total Solid Waste Revenues	100.0%	621,472	100.0%	103,512	103,369	100.0%	(143)	(0.1%)
EXPENSES (excluding depreciation)								
CWRS Contract	92.1%	543,000	94.0%	90,500	90,748	94.3%	248	0.3%
Sacramento County Admin Fee	5.9%	34,680	6.0%	5,780	5,462	5.7%	(318)	(5.5%)
HHW Event	2.0%	12,000	0.0%			0.0%		0.0%
Operational Expenses	100.0%	589,680	100.0%	96,280	96,210	100.0%	(70)	(0.1%)
Solid Waste Income (Loss)	5.4%	31,792	7.5%	7,232	7,159	7.4%	(73)	(1.0%)
5.0% Net Admin Alloc	5.4%	31,820	4.9%	4,696	4,185	4.3%	(511)	(10.9%)
Total Net Income (Loss)	0.0%	(28)	2.6%	2,536	2,974	3.1%	438	17.3%
OVERALL NET INCOME(LOSS)	100.0%	(128)	100.0%	138,196	216,730	100.0%	78,534	56.8%

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

INVESTMENT REPORT

CASH BALANCE AS OF AUGUST 31, 2013

INSTITUTION	YIELD	BALANCE
CSD FUNDS		
<i>EL DORADO SAVINGS BANK</i>		
SAVINGS	0.03%	\$ 341,865.15
CHECKING	0.02%	\$ 53,790.61
PAYROLL	0.02%	\$ 3,870.40
<i>AMERICAN WEST BANK</i>		
EFT	N/A	\$ 75,706.41
<i>LOCAL AGENCY INVESTMENT FUND (LAIF)</i>		
UNRESTRICTED		\$ -
RESTRICTED RESERVES	0.27%	\$ 5,682,493.04
<i>CALIFORNIA ASSET MGMT (CAMP)</i>		
OPERATION ACCOUNT	0.06%	\$ 3,595,283.75
<i>UNION BANK</i>		
PARS GASB45 TRUST	(balance as of 7/31/13)	\$ 505,193.20
TOTAL		\$ 10,258,202.56

BOND FUNDS

COMMUNITY FACILITIES DISTRICT NO. 1 (CFD)

<i>BANK OF AMERICA</i>		
CHECKING	N/A	\$ 1,862,524.87
<i>CALIFORNIA ASSET MGMT (CAMP)</i>		
SPECIAL TAX	0.06%	\$ 8,299.22
<i>US BANK</i>		
SPECIAL TAX REFUND	0.00%	\$ -
BOND RESERVE FUND/ SPECIAL TAX FUND	0.00%	\$ 876,000.00
TOTAL		\$ 2,746,824.09
TOTAL ALL FUNDS		\$ 13,005,026.65

The investments comply with the CSD adopted investment policy.

*PREPARED BY: Darlene Gillum
Director of Administration*

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

INVESTMENT REPORT

CASH BALANCE AS OF JULY 31, 2013

INSTITUTION		YIELD	BALANCE
CSD FUNDS			
EL DORADO SAVINGS BANK			
SAVINGS	CORRECTED	0.03%	\$ 317,002.80
CHECKING		0.02%	\$ 8,099.75
PAYROLL		0.02%	\$ 59,423.14
PREMIER WEST BANK			
EFT		N/A	\$ 88,435.96
LOCAL AGENCY INVESTMENT FUND (LAIF)			
UNRESTRICTED			\$ -
RESTRICTED RESERVES		0.25%	\$ 5,682,493.04
CALIFORNIA ASSET MGMT (CAMP)			
OPERATION ACCOUNT		0.07%	\$ 3,595,047.44
UNION BANK			
PARS GASB45 TRUST	(balance as of 6/30/13)		\$ 491,539.68
TOTAL			\$ 10,242,041.81

BOND FUNDS

COMMUNITY FACILITIES DISTRICT NO. 1 (CFD)

BANK OF AMERICA			
CHECKING		N/A	\$ 1,747,998.05
CALIFORNIA ASSET MGMT (CAMP)			
SPECIAL TAX		0.07%	\$ 8,298.67
US BANK			
SPECIAL TAX REFUND		0.00%	\$ -
BOND RESERVE FUND/ SPECIAL TAX FUND		0.00%	\$ 876,000.00
TOTAL			\$ 2,632,296.72
TOTAL ALL FUNDS			\$ 12,874,338.53

The investments comply with the CSD adopted investment policy.

PREPARED BY: Darlene Gillum
Director of Administration

MEMORANDUM

Date: September 10, 2013
To: Board of Directors
From: Greg Remson, Security Chief
Subject: Security Report for the Month of August 2013

OPERATIONS

The new Gate Officer, Zayda Quevedo, has begun training. Her first day was swing shift during Summerfest, which I'm sure, was an eye opener. I am continuing to accept applications for the vacant District Patrol Officer position.

Summerfest went well, busy at the North Gate and well attended at Stonehouse Park.

I met with California Highway Patrol (CHP) Lieutenant Desmond and Sergeant Diego. We discussed the recent golf cart incidents and talked about education and enforcement assistance that CHP could provide.

The gate operator at the South Gate will be repaired this Friday. The delay was due to a manufacturer upgrade of the unit, a delay in receiving new parts for the upgrade, miscommunication between the installer and manufacturer on an initial high cost of repair, and waiting in line for our turn to get the unit repaired and shipped. The gearbox arrived today, and additional upgraded electronics will arrive Friday.

INCIDENTS OF NOTE

August 2, Friday, reported at 7:56 a.m. on Carreta Lane. A charger was taken from a golf cart that was parked outside.

August 3, Saturday, reported at 12:17 p.m. at the Gazebo motorcycle parking area. A motorcycle was taken from the parking lot. It was recovered the next day in Rio Linda, out of gas. The ignition had been tampered with.

August 3, Saturday, reported at 11:54 p.m. on the access road between Camino Del Lago and Clementia Park. An intoxicated 22 year old male guest fell out of a golf cart, injuring his head. He later died at the hospital. CHP is investigating the incident to determine if any charges will be filed against the driver.

August 13, Tuesday, reported at 7:40 p.m. on Wadkins Court. Theft from a garage. Two (2) male teens were observed in an open garage. They were contacted down the street by the resident, who recovered beer that was taken from the garage. Suspects left the area, and were later identified and turned over to their parent. Parent had juveniles contact and apologize to all involved.

August 17, Saturday, reported at 10:58 p.m. at Clementia Park. Theft of a trailer hitch ball.

August 18, Sunday, reported at 11:24 p.m. on Nueva Drive. An intoxicated 25 year old male resident fell out of a golf cart, injuring his head. He was transported to the hospital, and has been released home. CHP is investigating the incident to determine if any charges will be filed against the driver.

August 21, Wednesday, reported at 7:34 p.m. on Rio Oso. Two (2) hubcaps were taken from a SUV that was parked in the driveway. Referred to Sacramento Sheriff's Department (SSD) for a report.

August 24, Sunday, reported at 6:38 a.m. on Rio Oso. Property taken from unlocked vehicle.

August 24, Sunday, reported at 11:09 a.m. on Pera Drive. Property taken from unlocked vehicle.

August 24, Sunday, reported at 11:40 a.m. on Guadalupe Drive. Property taken from locked vehicle. Driver's side window was smashed.

August 27, Tuesday, reported at 3:09 p.m. on Puerto Drive. A bench was taken from the porch.

During the month of July, District Security Patrol Officers also responded to complaints of loud music, parties and disturbances.

RANCHO MURIETA ASSOCIATION COMPLIANCE/GRIEVANCE/SAFETY COMMITTEE MEETING

The meeting was held on August 5, 2013 at the Rancho Murieta Association (RMA) office. There was one (1) appearance for guest parking and one (1) appearance for stop sign. One (1) scheduled appearance for stop sign failed to appear. The next meeting is scheduled for September 9, 2013.

JOINT SECURITY COMMITTEE MEETING

The next meeting is scheduled for October 25, 2013. Presently, items on the agenda include Security Surveillance Cameras and Golf Cart Safety.

JAMES L. NOLLER SAFETY CENTER

The Safety Center has been open most Mondays and Wednesdays from 10:00 a.m. to 2:00 p.m. VIPS Jacque Villa and Steve Lentz continue patrolling the District as another set of "eyes and ears".

The Safety Center is also available to all law enforcement officers for report writing, meal breaks and any other needs that arise.

Anyone who is interested in joining the VIPS program or would like information on the Neighborhood Watch program can contact the VIPS at the Safety Center office at 354-8509.

NEW NORTH GATE

Cost estimates were presented at the last meeting. Discussion included the overall costs, especially the proposed dual water features, additional cameras, gate operators, barcode readers,

and the 14' Visitor Lane cover. The goal is to keep the budget at \$1.4 million. Due to this cost, the Committee feels they may need to formally ask the District for funds. The next meeting will address those costs prior to presenting the plan to the community.

BEACH ACCESS/PTF GATES

Patrol Officers continue to open the gate at dawn and close it at dusk. Calls for service continue to be rare. Due to the occasional driver who drives around the Bass Lake PTF gate, RMA has requested that Security lock the gate located on the east end of Bass Lake. Once RMA has installed reflective warning signs on both sides of the gates, Patrol will begin locking and unlocking the gate at the same time the beach access gate is locked and unlocked.

MEMORANDUM

Date: September 13, 2013
To: Board of Directors
From: Paul Siebensohn, Director of Field Operations
Subject: Water/Wastewater/Drainage Report

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

Water

Water Treatment Plant #1 production flow is currently set at 1.2 million gallons per day (MGD) and Plant #2 production is at 1.7 MGD for a total of 2.9 MGD, with facility run times currently operating around 20 hours per day.

Total potable water production for August 2013 was approximately 76.742 million gallons (MG), or 235.5 acre-feet, slightly down up from last month's total flow of 80.7 MG. Based on production versus number of connections, the average usage per customer connection was 946 gallons per day during the month of August. A total of 0.0" of rainfall was recorded for the month of August with evaporation at 6.57" as measured by the U.S. Bureau of Reclamation at Folsom Lake.

Maintenance at the Water Treatment Plant this past month included: Tesco uploaded new program to Plant 2 Liq IV PLC for sludge valves controls; replaced exterior soffit lamps that had failed; built new caustic feed system pump mount and plumbing; cleaned all effluent pumps; cleaned lenses of all security cameras; and serviced entry gate motor controller.

Water Source of Supply

On September 4, 2013, the combined raw water storage for Calero, Chesbro, and Clementia Reservoirs measured approximately 1,170.5 MG (3,592 acre-feet).

We treated Chesbro for algae again in August to control the algae that form the taste and odor compounds in our water supply. The latest round of laboratory testing for the taste and odor compounds have come back non-detect.

Wastewater

Influent wastewater flow averaged 0.405 million gallons a day, for a total of 12,564,756 gallons, (38.6 acre-feet) for the month of August. A total of 44.6 MG (54.4 acre-feet) of secondary wastewater was measured in the secondary storage reservoirs on September 4, 2013. This supply is at the same level at the same time of year as last year. It has been conveyed to Rancho Murieta Country Club (RMCC) since last February and multiple times since that the recycled water supply is below average for their irrigation demand. The RMCC was supplied 32.73 MG of reclaimed water in the month of August for their irrigation needs.

There was one (1) call for sewer service this past month which was determined to be on the homeowner's property, which staff cleared as part of their investigation.

Drainage / CIA Ditch

Laguna Joaquin was treated for the third (3rd) time on August 14, 2013 to help control midge flies. With flow in the Cosumnes River historically low at 2 cfs, the level in Laguna may continue to drop as demands on the river continue from riparian users.

We graded and redefined the flow line for drainage ditch 2a between Puerto and Venado due to silting and debris in the ditch to improve its flow. Staff is continuing to cut vegetation in drainage ditches throughout the community.

Water metering & Utility Staff work

Staff completed all of the necessary water meter maintenance in August which included replacement of sixteen (16) water meters, two (2) meter registers and three (3) MXUs. Utility staff repaired four (4) District service line water leaks. Also completed were three (3) underground service alert (USA) requests and eight (8) Utility Star service orders.

Other Projects

Water Plant Phase 3

We met with HDR, Youngdahl, and Roebbelen at Water Plant #1 to discuss site environmental and design concerns. Also, comments and suggestions have been submitted to HDR to make changes based on their 2005 design.

Main Lift North Rehabilitation Project

The project is moving forward with the preconstruction site meeting complete and draft construction schedule submitted. We are currently working through submittal reviews for procurement. Based on the draft construction schedule submitted the sewer bypass of the Main Lift North sewer pumping station, requiring traffic controls could begin in early October and may last approximately one (1) month.

Well Project

Dunn Environmental Inc. is now part of Nolte (NV5) and their name has changed to Dunn Environmental a subsidiary of NV5. They will continue to operate as Dunn Environmental with us under their currently approved contract and this is in no way causing any issues with the project.

Drilling and the geologic and geophysical logging are complete on the Test Hole B (TH-B) (see attached draft geophysical log). Drilling refusal (bedrock) was encountered at 371 feet, with the major production zone encountered from 290-330 feet below ground surface. If completed as a production well, the production rate may be over 200 gpm, which was verified by limited testing during air rotary drilling and the geophysics. Actual production capability would require moving forward with task 3b as outlined in Dunn's June 22, 2012 proposal for test hole construction and development. This would give us a firm knowledge of what the production capability is and an idea of the aquifer it is drawing from based on the drawdown level is during pumping. Water samples were collected during the drilling of TH-B which showed elevated manganese and slightly high iron

levels. Although these are only secondary drinking water standards, they may require treatment if the well is put into production.

Recycled Water For Future Use

We are continuing dialogue with the California Department of Public Health (CDPH) and meeting with them today in regards to their concern of storing recycled water in open reservoirs. We are continuing to work on the drawings and specifications for the District's requirements for the recycled water system and anticipate having them completed soon.

Hole 13 North Course Culvert Replacement

The pipe for the project has been purchased and received and is being stored at our warehouse until the scheduled project target date of July 2014.

Maintenance Truck

The maintenance truck has been retrofitted with the older tool box and crane and is in service. Rancho Murieta Association (RMA) and RMCC have been notified that we will be surplusing the former maintenance truck, with only RMA expressing some interest.





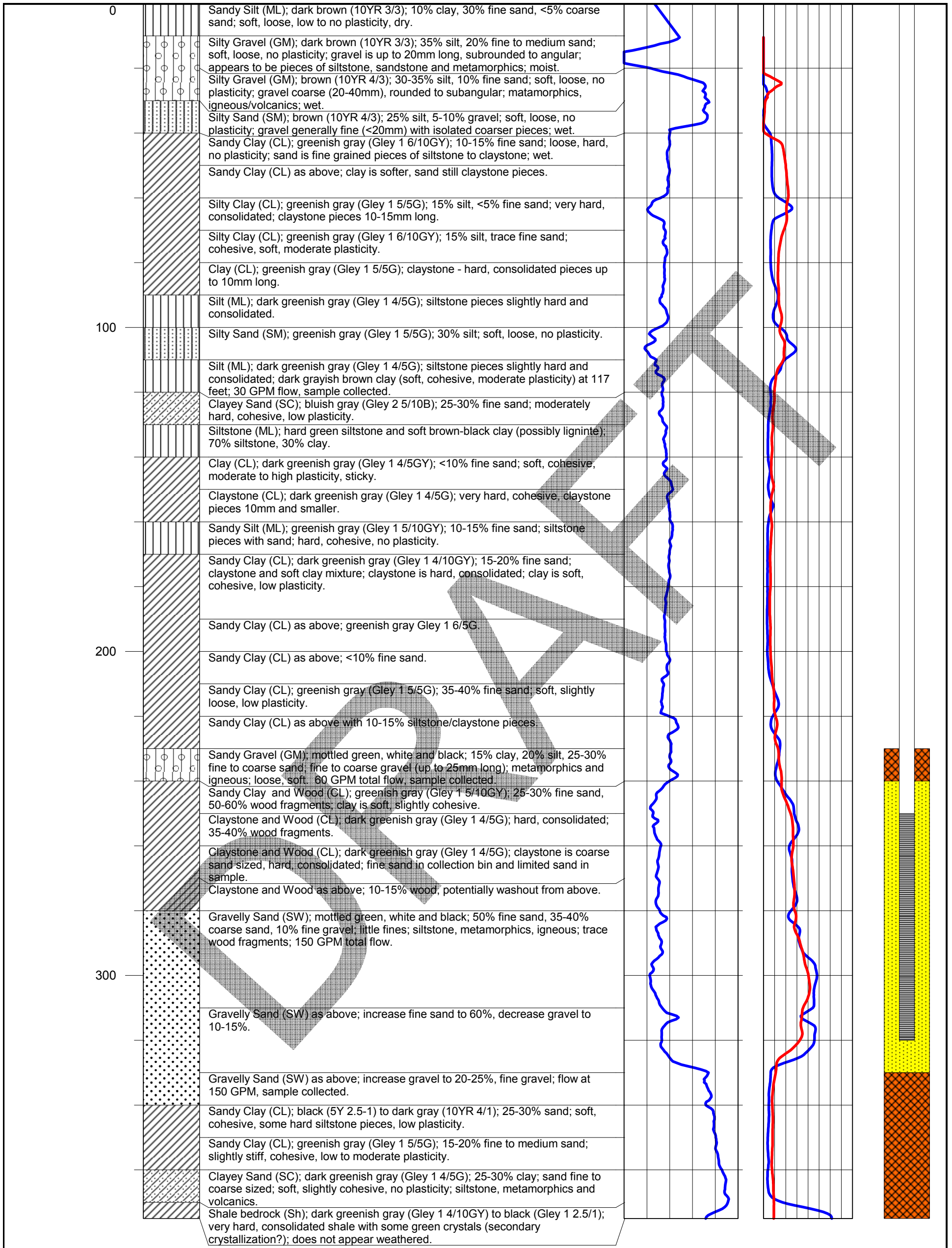
DRAFT Boring Log and Isolation Zone Sample

DE Project No.: 157-03
 DE Project: Rancho Murieta Community Service District
 Test Hole (TH)-B

Location: Rancho Murieta, CA
 Driller: Fredrick Pump and Supply
 Drilling Method: Air and Mud Rotary, 6" Bore
 Geologist: C. Tremblay
 Reviewed by: J. Fourie, Patrick F. Dunn
 Published Date: August 30, 2013

▼ Stabilized Water Level

Date and Time	Depth (ft)	Geologic Log	USCS Description	SP (mv)		16" (blue) 64" (red) (ohmmeter ² /m)					Zone Completion Schematic
				0	20	40	0	25	50	75	



MEMORANDUM

Date: September 13 2013
To: Board of Directors
From: Edward R. Crouse, General Manager
Subject: Financing and Services Agreement Update

The District received two (2) comment letters (one from Dick Brandt and one from John Sullivan). Staff met with Dick Brandt and John Sullivan to review their comments. The letters have also been forwarded to Les Hock and his legal counsel for review and comment; to date we have not received a reply. Due to Directors absences at the Regular September Board meeting, a Special Board meeting will be held for review and approval of the final FSA in the month of October.

To date, no comments have been received. Staff and Jonathan Hobbs are working with Les Hock on finalizing the Financing and Services Agreement (FSA) based on internal staff and Board comments as well as those of the 670 Group.

The District has requested additional deposit monies from the 670 Group to continue work on the FSA. Staff met with Jim Galavan, PCCP, on Friday September 13, 2013 regarding the District's plans for the Water Treatment Plant #1 Upgrade and Expansion Project and the status of the FSA from the District's perspective. Jim agreed during the meeting to provide the requested deposit replenishment, which the District should have next week. Jim is hopeful that the FSA can be finalized in October.

Rancho Murieta Community Services District
Professional Services Agreement

This Agreement, dated as of **September 18, 2013**, is by and between the Rancho Murieta Community Services District (“**DISTRICT**”), and Roebbelen Construction Management Services, Inc. (“**CMAR**”), hereinafter collectively referred to as the “Parties.” The Agreement will be effective upon final execution by all Parties.

RECITALS

WHEREAS, the DISTRICT owns a Water Treatment Plant No. 1 located in Rancho Murieta, in Sacramento County, California (“WTP 1”); and

WHEREAS, the DISTRICT and landowners of properties with land use and development entitlements for their projects and landowners of properties seeking future land use entitlements are currently negotiating the terms of a Financing and Services Agreement(s) to provide water treatment capacity and service to those properties; and

WHEREAS, the DISTRICT and landowners are in need of upgrades and expansion of WTP 1 (the “Project”); and

WHEREAS, pursuant to the proposed Financing and Services Agreement(s) with the DISTRICT, landowners are expected to fund certain components of the upgrade and expansion Project at WTP 1; and

WHEREAS, the DISTRICT desires to obtain the services of **Roebbelen Construction Management Services, Inc.**, as more fully described in Exhibit A here to, “Definition of Services”; and

WHEREAS, CMAR is professionally qualified to provide such services and is willing to provide same to DISTRICT on the terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follow;

1. HEADINGS

Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

2. EXHIBITS

Exhibits A, B, C, D and E are attached hereto and included by reference.

3. SCOPE OF SERVICES

CMAR agrees to perform all services described in Exhibit A, for payment pursuant to Exhibit B, in accordance with the terms and conditions of this Agreement.

4. PAYMENT

For service performed in accordance with the Agreement, payments will be made to CMAR as provided in Exhibit B hereto.

5. INDEPENDENT CONTRACTOR

No relationship of employer and employee is created by this Agreement; it being understood and agreed that CMAR is at all times an independent contractor, and can perform work for others. CMAR is not the agent or employee of the DISTRICT in any capacity whatsoever and DISTRICT shall not be liable in any manner for any acts or omissions by CMAR or for any obligations or liabilities incurred by CMAR, his employees, or agents.

CMAR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, health insurance medical care, hospital care, retirement benefits, social security, disability, workers' compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CMAR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees, and CMAR agrees to indemnify and hold DISTRICT harmless from any and all liability which DISTRICT may incur because of CMAR's failure to pay such amounts.

In carrying out the work contemplated herein, CMAR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of DISTRICT.

CMAR does, by this Agreement, agree to perform his said work and to function at all times in strict accordance with currently approved methods and practices in his field and acknowledges that the sole interest of DISTRICT is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the DISTRICT.

Notwithstanding the foregoing, if the DISTRICT in its discretion determines that pursuant to state and federal law CMAR is an employee for purposes of income tax withholding, DISTRICT may upon two (2) weeks' notice to CMAR, withhold from payments otherwise due to CMAR hereunder federal and state income taxes and to pay said sums to the federal and state governments.

6. CONFLICT OF INTEREST

CMAR covenants that he presently has no interest, and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement, including but not limited to any provision of services to any federal, state or local regulatory or other public agency which has any interest adverse or potentially adverse to the DISTRICT, as determined in the reasonable judgment of the Board of Directors of the DISTRICT. Entering into this Agreement does not preclude CMAR from working for others as long as CMAR ensures that such work does not constitute a conflict of interest, more specifically the CMAR shall

not work for any of the landowners or their affiliates funding their share of the expansion Project for the life of this Agreement

Similarly, the CMAR shall not work with any of the successful bidders for the construction of the Project during the term of this Agreement unless approved by the DISTRICT in writing.

These conflict of interest and future service provisions and limitations shall remain fully effective for five (5) years after CMAR's termination of services to the DISTRICT hereunder.

7. CONFIDENTIALITY

CMAR agrees that any information, whether proprietary or not, made known to or discovered by him during the performance of or in connection with this Agreement for the DISTRICT will be kept confidential and not be disclosed to any other person or entity except as required by law. CMAR agrees to immediately notify the DISTRICT if he is requested to disclose to others any information made known to or discovered by him during the performance of or in connection with this Agreement.

8. INSURANCE

CMAR shall maintain at all times during the performance of this Agreement a commercial general liability insurance policy with a minimum occurrence coverage in the amount of \$1,000,000.00; an automobile liability insurance policy in the minimum amount of \$1,000,000.00; and, if any licensed professional performs services under this Agreement, a professional liability insurance policy in the minimum amount of \$1,000,000.00 to cover any claims arising out of CMAR's performance of services under this Agreement. All insurance, except professional liability, shall name the DISTRICT, its directors, officers, agents, volunteers and employees (if any) as additional insureds and shall provide primary coverage with respect to the DISTRICT.

If CMAR employs any person, he shall carry workers' compensation and employer's liability insurance with a minimum coverage of \$1,000,000.00 and shall provide a certificate of insurance to the DISTRICT. The workers' compensation insurance shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said insurance except upon thirty (30) days written notice to the DISTRICT; and 2) provide for a waiver of any right of subrogation against the DISTRICT to the extent permitted by law.

CMAR will maintain Builders' Risk Insurance for this Project. CMAR shall purchase property insurance for this Project written on an "all risk" or equivalent policy form in an amount to fully cover all construction contracts and materials on the Project. This insurance shall include the interests of the DISTRICT, CMAR, and trade contractors of all tiers in the Project. CMAR shall be responsible for all deductibles except that responsibility for damage caused by earthquake shall be limited to obligations under California code section 7105.

If the commercial general liability insurance referred to above is written on a Claims Made Form then, following termination of this Agreement, coverage shall survive for a period of not less than five (5) years. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this Agreement.

All insurance policies shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said policies except upon thirty (30) days written notice to the President of the DISTRICT Board of Directors; 2) be evidenced by the original Certificate of Insurance and the insurance carrier's standard form endorsement evidencing the required coverage; and 3) be approved as to form and sufficiency by the DISTRICT President.

CMAR shall promptly forward all insurance documents to the DISTRICT.

9. INDEMNIFICATION

To the fullest extent permitted by law, CMAR shall release, hold harmless, defend and indemnify the DISTRICT, its Board of Directors, officers, employees and agents from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, including but not limited to those attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this Agreement (collectively "Liabilities") except to the extent that such Liabilities are caused by the active negligence or willful misconduct of any indemnitee. The DISTRICT may, at its option, participate in the defense of any such claim without relieving CMAR of any obligation hereunder.

10. CONFORMITY WITH LAW AND SAFETY

In performing services under this Agreement, CMAR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services provided by CMAR.

11. TAXES

Payment of all applicable federal, state and local taxes shall be the sole responsibility of the CMAR.

12. USE OF DISTRICT PROPERTY

Unless otherwise approved by DISTRICT, CMAR shall not use DISTRICT property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his obligations under this Agreement.

13. OWNERSHIP OF DOCUMENTS

CMAR hereby assigns to the DISTRICT and its assignees all copyright and other use rights that the CMAR has in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the DISTRICT, the CMAR, the CMAR's sub-contractors, or third parties at the request of the CMAR (collectively, "Documents and Materials").

CMAR also hereby assigns to the DISTRICT and its assignees all copyright and other use rights that the CMAR has in any Documents and Materials including electronic copies stored in CMAR's information system(s), respecting in any way the subject matter of this Agreement.

CMAR agrees to take such further steps as may be reasonably requested by DISTRICT to implement the aforesaid assignment. If for any reason said assignment is not effective, CMAR hereby grants the DISTRICT and any assignee of the DISTRICT an express and irrevocable royalty-free license to retain and use said Documents and Materials that the CMAR has the right to license. The rights of the DISTRICT under this Section 13 shall apply regardless of the degree of completion of the Documents and Materials and whether or not CMAR's services as set forth in Exhibit A to this Agreement have been fully performed or paid for.

During the term of this Agreement CMAR shall be permitted to retain copies, including computerized and reproducible copies, of said Documents and Materials.

14. ACCESS AND RETENTION OF RECORDS

CMAR agrees to provide the DISTRICT and its designees access to all of the CMAR's records related this Agreement and that the CMAR shall maintain its records related to this Agreement for a period of not less than five (5) years after the final payment to the CMAR is made by the DISTRICT.

15. TERMINATION/SUSPENSION

Either party may terminate this Agreement for default upon seven (7) days written notice to the other if the other party has substantially failed to fulfill any of its obligations under this Agreement in a timely manner as provided herein, provided that neither party may provide notice of termination unless it has previously given the other party at least seven (7) days written notice of that party's substantial failure to perform and such party has failed to cure or provide a reasonable plan for curing the failure. The DISTRICT has and reserves the right to terminate this Agreement at its convenience and without cause upon thirty (30) days written notice to CMAR. The DISTRICT may temporarily suspend this Agreement, at no additional cost to the DISTRICT, provided that the CMAR is given written notice of temporary suspension. If the DISTRICT gives such notice of temporary suspension, the CMAR shall immediately suspend its activities under this Agreement.

16. ABANDONMENT OF PROJECT

The DISTRICT has the absolute discretion to abandon all or any portion of the work on the Project and will endeavor to provide a fourteen (14) day written notice to CMAR of such abandonment. Upon notice of abandonment, CMAR shall immediately discontinue any further action on the Project. If the entire work to be performed on the Project is abandoned, the Parties shall each be relieved of the remaining executory obligations of this Agreement, as it relates to the Project, but shall not be relieved of any obligations arising prior to said abandonment.

17. COMPENSATION IN THE EVENT OF TERMINATION, ABANDONMENT OR SUSPENSION

In the event of termination, abandonment, or suspension, the CMAR shall be compensated for all work performed and direct costs incurred up to the effective date of the termination, abandonment, or suspension, and basic service fee shall be paid based on percent of work completed up to the effective date of the termination, abandonment or suspension, except as provided herein.

In the event of termination, abandonment, or suspension due to a breach of this Agreement by CMAR, the compensation due CMAR upon termination, abandonment, or suspension shall be reduced by the greater of either actual damages or liquidated damages sustained by DISTRICT due to such breach.

18. CONTINUANCE OF WORK

In the event of a dispute between the Parties as to performance of the work or the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute. Pending resolution of this dispute, CMAR agrees to continue the work diligently to completion. If the dispute is not resolved, CMAR agrees it shall neither rescind the Agreement nor stop the progress of the work. CMAR's sole remedy shall be to submit such controversy to arbitration. Such arbitration shall be conducted in accordance with the rules of the American Arbitration Association insofar as the same are not in conflict with the laws of the State of California. If either party petitions to confirm, correct, or vacate the award, as provided by Chapter 4 of title 9 of the Code of Civil Procedure (commencing with Section 1285), the prevailing party shall be entitled, as part of his or its costs, to a reasonable attorney's fee to be fixed by the court.

19. CHOICE OF LAW

CMAR agrees that if a dispute arises in the performance of this Agreement the laws of the State of California will govern. Any legal action arising out of this Agreement shall be brought in a court of competent jurisdiction in Sacramento County, California, regardless of where else venue may lie.

20. ASSURANCE OF PERFORMANCE

If at any time DISTRICT believes CMAR may not be adequately performing its obligations under this Agreement or that CMAR may fail to complete the services as required by this Agreement, DISTRICT may, at its option, request from CMAR prompt written assurances of performance and a written plan acceptable to DISTRICT, to correct the observed deficiencies in CMAR's performance. CMAR shall provide such written assurances and written plan within ten (10) calendar days of his receipt of DISTRICT request and shall thereafter diligently commence and fully perform such written plan. CMAR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time shall constitute grounds for termination pursuant to Section 15 of this Agreement.

21. SEVERABILITY

If any part of this Agreement or the application thereof is declared to be invalid for any reason, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are deemed severable.

22. SUCCESSORS AND ASSIGNS

This Agreement is binding upon and inures to the benefit of the successor, executors, administrators, and assigns of each party to this Agreement, provided, however, that CMAR shall not assign or transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations without prior written consent of the DISTRICT. Any attempted assignment without such consent shall be invalid.

23. ENTIRE AGREEMENT

This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between DISTRICT and

CMAR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments.

This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the Parties and sets forth the entire understanding of the Parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both Parties.

24. MODIFICATION OF AGREEMENT

This Agreement may be supplemented, amended or modified only by the mutual agreement of the Parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both Parties.

25. NOTICES

All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.

Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL Worldwide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

DISTRICT:
Rancho Murieta Community
Services District
Attn: Edward R. Crouse, General Manager
15160 Jackson Road
Rancho Murieta, CA 95683

CMAR:
Roebbelen Construction Management
Services, Inc.
Attn: Robert J. Kjome, Executive Vice President
1241 Hawks Flight Court
El Dorado Hills, CA 95762

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

26. SIGNATORIES

By signing this Agreement, signatories warrant and represent that they have executed this Agreement in their authorized capacity.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year above written

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

ROEBBELEN CONSTRUCTION MANAGEMENT SERVICES, INC.

By: _____
Signature

By: _____
Signature

Name: Edward R. Crouse
Title: General Manager
Date: _____

Name: Robert J. Kjome
Title: Executive Vice President
Date: _____

EXHIBIT A
Definition of Services

A. DISTRICT RESPONSIBILITIES

The DISTRICT shall provide full information regarding the requirements of the Project including the DISTRICT's objectives, constraints and criteria, either in writing or verbally in routine Project meetings.

The DISTRICT shall designate a representative ("DISTRICT REPRESENTATIVE") to act on the DISTRICT's behalf with respect to this Project. The DISTRICT REPRESENTATIVE, as authorized by the General Manager, shall render decisions promptly to avoid unreasonable delay in the progress of CMAR's services.

The DISTRICT shall furnish tests, inspections, and reports as required by law or the construction contract documents and as requested by CMAR.

If the DISTRICT observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the contract documents, prompt notice thereof shall be given by the DISTRICT to CMAR.

The DISTRICT reserves the right to perform work related to the Project with DISTRICT's own forces and/or to award non-construction contracts in connection with the Project.

The DISTRICT shall retain an engineer whose services, duties and responsibilities are described in the agreement between the DISTRICT and engineer.

B. CMAR SERVICES AND RESPONSIBILITIES

CMAR shall provide **Construction Manager At Risk (CMAR)** services to include construction project design review, construction mobilization, and supervision; bid evaluation; project scheduling; cost benefit analysis; claims review and negotiation; and general management and administration of construction projects as outlined below in Articles 1-3.

CMAR shall provide the general conditions for the Project. General conditions of the Project are defined as those generic support activities, which must be in place to support all construction aspects of the Project. These may include but are not limited to the following: project management, job superintendent, foreman, job site clerk (as required), temporary trailers & storage containers, temporary barricades and fences, temporary toilets, telephones, facsimile machine, field office equipment and supplies, , truck expenses, property, liability, builders' risk insurance, site security and or surveillance cameras, and weather proofing. CMAR shall be responsible for scheduling and coordination of the tests, inspections, and reports.

If the CMAR observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the contract documents, prompt notice thereof shall be given by the CMAR to DISTRICT.

Article 1 DESIGN PHASE

- 1.1 Cost Review. Services shall include preparation of conceptual and periodic estimates, budget assessment and cost containment advice, and value engineering studies and recommendations.
- 1.2 Master Construction Schedule. CMAR shall develop a Master Construction Schedule for the Project, subject to approval by DISTRICT and engineer, which shall contain key milestones to be accomplished by the trade contractors. The schedule will be incorporated into the bid documents and subsequent contracts with successful bidders. In addition, CMAR will provide a project plan that will outline the critical milestones, milestone deliverables and responsibility matrix for the CMAR, DISTRICT and engineer. This plan will be produced in collaboration with the entities listed above.
- 1.3 Construction Management Coordination, Constructability, and Value Engineering Review. CMAR shall perform constructability and value engineering reviews and shall provide input to the DISTRICT relative to means and methods of construction, duration of construction, and constructability of engineer documents.
- 1.4 Professional Consultants. CMAR shall assist the DISTRICT, if required, in selecting and retaining the professional services of surveyors, special consultants and testing laboratories, and coordinate their services.

Article 2 PLAN CHECK AND BIDDING PHASE

- 2.1 Separate Contracts (Multi-Prime Trade Contracting). CMAR shall assume responsibility for the separation of the work shown or specified in the Project drawings and specification into separate trade contracts for various categories of work. CMAR shall advise on the methods to be used for selecting trade contractors and awarding individual bids. CMAR shall identify potential trade contractors for approval through an agreed upon pre-qualification process to be developed by the CMAR in conjunction with the DISTRICT. CMAR shall review drawings and specifications to provide (1) coordination with the engineer of bidding documents that clearly define and segregate scopes of work to insure completeness and to avoid duplicity of scopes, (2) the work of the separate trade contractors is coordinated, (3) all requirements for the Project have been assigned to the appropriate trade contractor, (4) the likelihood of jurisdictional disputes has been reduced, and (5) proper coordination has been provided for phased construction.
- 2.2 Bidding Procedures. CMAR shall develop and expedite bidding procedures for bid document issuance as per the DISTRICT's standard as outlined in Exhibit D, bid tracking and receipt of bids with regard to each of the contracts. CMAR shall also take the necessary procedures to administer any prequalification of potential trade contractors as directed by the DISTRICT and ensure that all contracts are competitively bid when required by District policy.
- 2.3 Bid Inclusions. CMAR shall insure that the following requirements are included in all proposed bid and contract documents, including but not limited to:

- (a) That each trade contractor possesses a valid contractor's license at the time of award of a contract for the proposed work.
- (b) That applicable requirements for equal employment opportunity programs are existent in the documents.

As mutually agreed between CMAR and DISTRICT, each trade contractor shall be required to provide separate performance and payment bonds at 100% of that trade contractor's amount. CMAR, with the assistance of DISTRICT, shall review and determine the validity of the bonds and shall forward them to DISTRICT with CMAR's comments. Each trade contract will have an assignment clause that will assign the administration of the contract to CMAR for the purpose of managing and payment of the work.

That each trade contractor shall comply with the California Labor Code requirements governing public work projects including, but not limited to, the payment of prevailing wages, compliance with apprenticeship standards, overtime pay and certified payroll obligations.

That each trade contractor shall comply with the California Public Contract Code requirements governing public work projects including, but not limited to the substitution of securities in lieu of retention funds and the execution of non-collusion affidavits.

- 2.4 Bid Conference(s). In conjunction with the engineer and DISTRICT, CMAR shall conduct the pre-bid conference(s). These conferences will familiarize bidders with the particular Project, bid documents, multiple prime trade contracting, and any systems, materials, or methods.
- 2.5 Bid Evaluation. CMAR in cooperation with engineer shall prepare bid packages for each trade, conduct bid opening, evaluate the bids for completeness, full responsiveness and price, including alternate prices and unit prices (if applicable), and shall make a formal report to the DISTRICT with regard to the potential award of a contract. At CMAR's request, DISTRICT shall consider rejecting and rebidding one or all bids for a portion of the Project or construction package if the apparent low bid is significantly in excess of the amount budgeted for such bid. CMAR will provide the proposed trade contract for each successful bidder.
- 2.6 Guarantee. CMAR shall certify in writing that the trade contracts for the DISTRICT's Project represents all the trade contracts required to perform the work in the bid plans and specification for the Project, and that no additional trade contractors are foreseen to complete the necessary work for such Project. Notwithstanding the above, projects may have more than one construction phase. In the event the trade contracts and the work deferred for the future does not represent 100% of the work, the additional necessary work may be offset by a reduction in CMAR's fees. If after commencement of the Project, the DISTRICT reduces the Project budget requiring additional work by CMAR, CMAR may request additional compensation.

In the event the bids exceed the Project budget and the DISTRICT authorizes re-bidding of all or portions of the Project, CMAR shall cooperate in revising the scope and the quality of work as required to reduce the construction costs for the Project. CMAR, without additional

compensation, shall cooperate with the DISTRICT and engineer as necessary to bring construction costs within the Project budget. If after commencement of the Project, the DISTRICT reduces the Project budget requiring additional work by CMAR, CMAR may request additional compensation.

- 2.7 Contract Issuance. With the assistance of DISTRICT and the engineer, CMAR shall prepare and issue the appropriate notice to proceed letters and trade contracts for each separate trade contractor performing work on the Project.
- 2.8 Analysis of Labor. CMAR shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. CMAR shall make recommendations to minimize adverse effects of labor shortages.
- 2.9 Contract Administration. It is the intent of the DISTRICT to award multiple prime contracts and to delegate responsibility for administration of such trade contracts to CMAR. The agreements awarded the trade contractors will, upon award, be assigned to CMAR. CMAR shall manage the work of and payments to the trade contractors. CMAR shall make payments appropriate under the trade contract terms and applicable law, taking into account factors such as prevailing wage requirements, material supplies release, fingerprinting requirements, and other relevant criteria.

Article 3 CONSTRUCTION PHASE

- 3.1 Pre-Construction Conference(s). CMAR shall conduct, in conjunction with the DISTRICT and the engineer, pre-construction orientation conference(s) for the benefit of the successful trade contractors and shall serve to orient the trade contractors to the various reporting procedures and site rules prior to the commencement of actual construction. CMAR shall obtain the certificates of insurance and bonds from the trade contractors as required and forward such documents to the DISTRICT after review by CMAR.
- 3.2 Contract Administration. The construction phase consists of the coordination of all activities that are included in the construction of a particular project. CMAR shall be responsible for coordinating the work for the Project pursuant to the Master Construction Schedule, updated following dialogue with the successful trade contractors. CMAR shall maintain communication with the DISTRICT throughout the construction phase and shall provide responsible reporting and documentation. CMAR shall be solely responsible for coordinating the site construction services provisions (general conditions items) including general construction supervision (dedicated field supervision) and administration of the Project, conducting construction progress meetings, providing progress reports, processing contractors requests for information (RFI's and submittals), reviewing and recommending with the engineer the approval or disapproval of change orders and payments to the trade contractors, and maintaining record keeping to assist the DISTRICT in negotiations, mediation or arbitration of claims or disputes.

CMAR, in cooperation with the engineer, shall administer the construction contracts as set forth herein and as provided in the general conditions of the contracts for construction. CMAR shall coordinate the preparation of construction staging areas on-site for the Project and shall coordinate the preparation of the site for construction, including, but not limited to fencing, barricades, access parking or other items reasonably necessary for efficient construction. CMAR shall also coordinate the mobilization of all trade contractors and shall coordinate construction sequencing.

In addition, CMAR shall provide all management (project management, field superintendent, support personnel, etc.) and related services as required to coordinate work of the trade contractors with each other and the activities and responsibilities of the engineer and DISTRICT in order to complete the project in accordance with the contract documents within the Project budget and schedule. CMAR shall provide sufficient qualified and experienced personnel. CMAR shall maintain competent, full-time staff at the Project site for the purpose of coordinating and providing general construction supervision for the work and progress of the trade contractors.

In addition, CMAR shall receive and monitor certified payrolls from trade contractors to ensure compliance with state prevailing wage requirements. CMAR shall also ensure participation in mandated apprenticeship plans in accordance with California Apprenticeship Council.

- 3.3 Purchase, Delivery and Storage of Materials and Equipment. CMAR shall investigate and recommend a schedule for the DISTRICT's purchase of owner supplied materials and equipment which are a part of the Project and require long lead time procurement, and coordinate the schedule with the early preparation of portions of the contract documents. CMAR shall expedite and coordinate delivery of all purchases.

CMAR shall arrange for delivery and storage, protection and security for DISTRICT-purchased materials, systems and equipment, which are a part of the Project, until such items are incorporated into the Project. CMAR shall coordinate with or assign these activities to the appropriate contractor who is responsible for the installation of such materials, systems, and equipment.

- 3.4 Submittal Procedures. CMAR shall establish and implement procedures with the engineer and coordinate and review shop drawing submittals, requests for information, samples, product data, change orders, payment requests, material delivery dates, and other procedures, and maintain logs, files, and other necessary documentation.

CMAR shall coordinate the dissemination of any information regarding submittals and consult with the engineer, and the DISTRICT if any contractor requests interpretations of the meaning and intent of the contract documents, and assist in the resolution of questions which may arise.

CMAR shall monitor the certified payroll for the project as submitted by the trade contractors.

3.5 Meetings. The engineer and CMAR shall coordinate and conduct preconstruction, construction, and weekly job-site progress meetings. The CMAR will record and distribute minutes to all attendees, the DISTRICT, and all other appropriate parties. CMAR shall conduct and record weekly meetings with the trade contractors and, working through the engineer and DISTRICT inspector, assist in the resolution of any technical construction issues.

CMAR will also attend Board Meetings and other meetings if requested by the DISTRICT.

3.6 Coordination of Technical Inspection and Testing. CMAR shall coordinate with the DISTRICT's inspector all testing required by the engineer or other third parties. If requested, CMAR shall assist the DISTRICT in selecting any special consultants or testing laboratories.

3.7 Implementation of Master Construction Schedule. CMAR shall implement the Master Construction Schedule and shall regularly update and maintain the Master Construction Schedule incorporating the activities of trade contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of shop drawings, product data and samples, and delivery of products requiring long lead time procurement. The master construction schedule shall include the DISTRICT's testing, startup and CDPH inspections and approvals. CMAR shall update, reissue and distribute the master construction schedule as required by the engineer to show current conditions and revisions.

3.8 Safety Programs. To the extent required by OSHA or any other public agency, CMAR shall monitor for each trade contractor's safety programs and their implementation along with any necessary safety meetings. CMAR shall be the controlling employer on the Project.

3.9 Construction Observation. CMAR shall assist the DISTRICT's special inspector(s) in observing that the materials and equipment being incorporated into the work are handled, stored and installed properly and adequately and are in compliance with the contract documents for the Project. CMAR shall report to the DISTRICT regarding the status of such activity. CMAR shall endeavor to guard against defects and deficiencies and shall advise the DISTRICT of any deviations, defects or deficiencies CMAR observes in the work. CMAR's observation duties shall include reasonable diligence to discover work that is not in compliance with the contract documents. These observations shall not, however, cause CMAR to be responsible for those duties and responsibilities, which belong to the DISTRICT's special inspector(s).

3.10 Non-Conforming Work. CMAR shall, in conjunction with the DISTRICT's special inspector(s), review trade contractor's recommendations for corrective action on observed non-conforming work. CMAR shall make recommendations to the DISTRICT, the engineer and the DISTRICT special inspector(s) in instances where CMAR observes work that, in its opinion, is defective or not in conformance with the contract documents. CMAR shall assist the DISTRICT's special inspector(s) in observing the trade contractor's work to verify that all authorized changes are properly incorporated in the Project. CMAR shall report to the DISTRICT regarding the status of such activity and provide a written record of the same.

- 3.11 Exercise of Contract Prerogatives. CMAR shall advise the DISTRICT and make recommendations to the DISTRICT for exercising the DISTRICT's Contract prerogatives, such as giving the trade contractor notice to accelerate the progress when the schedule goals are in jeopardy due to trade contractor failings, withholding payment for cause and other prerogatives when required in an effort to achieve Contract compliance.
- 3.12 Endorsements of Insurance, Performance/Payment Bonds. CMAR shall receive and review Endorsements of Insurance, Performance/Payment Bonds as applicable from the trade contractors and forward to the DISTRICT with a copy to the engineer prior to commencement of any work by such trade contractors.
- 3.13 Maintain On-Site Records. CMAR shall develop and implement a comprehensive document management program. CMAR shall maintain at the Project site, on a current basis: a record copy of all trade contracts, drawings, specification, addenda, change orders, architectural issued revisions, and other modifications, in good order and marked to record all changes made during construction; shop drawings; product data; samples; submittals; purchases; materials; equipment; maintenance and operating manuals and instructions; other related documents and revisions which arise out of the trade contracts.

CMAR shall make all records available to the DISTRICT. At the completion of the Project, CMAR shall deliver all such records to the engineer.

- 3.14 Schedule of Values and Processing of Payments. The CMAR, shall review and approve each trade contractor's schedule of values for each of the activities included in that trade contractor's schedule of activities. CMAR shall develop and maintain a master schedule of values. The schedule of values is to include a line item for the value of monthly schedule updates from the trade contractors. CMAR shall review with the engineer and make recommendations to the engineer pertaining to payments to the trade contractors. CMAR shall develop and implement procedures requiring monthly schedules and lien releases with pay applications by trade contractors for progress and final payments.
- 3.15 Evaluate Change Orders. CMAR shall evaluate trade contractors' change order proposals and make a formal recommendation to the engineer and DISTRICT regarding the acceptance of any proposal for a change order. If CMAR is a successful bidder on any trade contract, change orders on self-performed work will go directly to the engineer for recommendation.
- 3.16 Negotiations of Change Order Costs and Time Extensions. Time is of the essence and no time extensions are anticipated. CMAR shall assist the DISTRICT and the engineer representative in negotiating any change order costs and time extensions when warranted.
- 3.17 As-Built Documents. CMAR shall perform coordination, supervisory and expediting functions in connection with the trade contractor's obligation to provide "as-built" documents and make recommendations to the engineer for adequate withholding of retention in the event that a trade contractor fails to provide acceptable "as-built" documents.

- 3.18 Initial Start-up and Testing. With the engineer and the DISTRICT's maintenance personnel and representatives from CDPH, CMAR shall observe the trade contractors' proper installation of utilities, operational systems and equipment for readiness and assist in their initial start-up and commissioning for the Project.
- 3.19 Training Sessions. CMAR shall coordinate and schedule training sessions for the DISTRICT's personnel and shall require that the trade contractor's obligation in providing this training is fulfilled before release of retention.
- 3.20 Accounting Records. CMAR shall establish and administer an appropriate project accounting system in conjunction with the DISTRICT and shall maintain cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- 3.21 Utilities/Permits. CMAR shall assist the engineer and DISTRICT in obtaining all necessary permits and utility installation for the Project, including but not limited to, building/utility, grading, and occupancy permits. This task may encompass accompanying governmental officials (Fire Department, California Department of Public Health, local building and air quality departments, etc.) during inspections, assisting in preparing and submitting proper documentation to the appropriate approving agencies, assisting in final testing and other necessary and reasonable activities.
- 3.22 Fingerprinting/Drug Testing. CMAR will monitor and enforce the fingerprinting program if required by the DISTRICT. CMAR will also maintain a drug-testing program in conjunction with the safety plan for the job site.
- 3.23 Time/Liquidated Damages. In the event the construction time requirements set forth in the trade contracts are exceeded, the construction manager's fee shall be reduced by an amount of \$1,000 per calendar day as liquidated damages, starting from the scheduled construction completion date for the Project until construction is substantially complete.

Should the schedule for the Project be extended due to an act of God or changes as imposed by DISTRICT, CMAR's agreement shall be extended and CMAR may negotiate for additional compensation. If CMAR and DISTRICT are unable to reach agreement within a reasonable time as to the amount of additional compensation to be paid, CMAR nevertheless shall continue performance of this Agreement and DISTRICT shall pay CMAR that amount which the DISTRICT is willing to pay as additional compensation. By accepting such payment, CMAR shall not be deemed to have waived any rights to seek further compensation under the provisions of this Agreement or applicable law.

- 3.24 Recommendations to DISTRICT. CMAR shall endeavor to achieve satisfactory performance from each trade contractor. CMAR shall recommend courses of action to the DISTRICT when requirements of a trade contract are not being fulfilled, and the non-performing party is not taking satisfactory corrective action.

- 3.25 Punch List/Warranty. When CMAR considers a trade contractor’s work or a designated portion thereof complete, the engineer, in conjunction with the DISTRICT, shall prepare a list of incomplete or unsatisfactory items (“punch-list”). CMAR will be the single point of contact for all punch list and warranty items and be responsible for all warranty items for the life of the warranty period.
- 3.26 Construction Cost and Project Budget. The construction cost of the Project shall be the total of the final contract sums of all separate trade contracts for the Project and agreed upon general conditions, and shall not exceed the budget amount for the construction cost as set forth in the Project budget.

CMAR shall coordinate the correction and completion of the work. CMAR shall assist the inspector and engineer in determining when the Project or a designated portion thereof is complete. CMAR shall prepare a summary of the status of the work of each trade contractor, list changes in the previously issued punch-list and recommend the time frame which trade contractors shall complete the uncompleted items on the punch-list.

Construction cost shall not include the compensation of CMAR, engineer, other consultants, cost of land, rights-of-way, and other costs, which are the responsibility of the DISTRICT. General conditions will be included as part of the construction cost.

EXHIBIT B
Payment Terms

A. PAYMENT CONDITIONS

The total fee for CMAR services is budgeted as follows, consisting of the following estimated expenses:

\$ 49,049	Preconstruction Services
\$305,607	General Conditions during construction phase
\$ 45,300	Builders Risk and Liability Insurance Premiums
\$257,950	Basic Service (incentive fee) Fee is 3.5% of Construction Costs (current construction estimate is \$7,370,000)

After the trade contracts have been bid and DISTRICT has selected all the trade contractors for the Project, CMAR will update the Project budget in Exhibit C to reflect the final bid prices of the trade contracts and deliver a Guaranteed Maximum Budget (GMB), including CMAR services and all construction costs, to DISTRICT for review. CMAR shall comply with all applicable laws in the bidding of the Project and Project trades.

If DISTRICT elects to move forward with the Project on the basis of the GMB, the Parties will negotiate a Project Authorization Amendment to this Agreement that replaces the estimated Project budget in Exhibit C with the GMB. If DISTRICT instead desires to further revise the Project budget, the Parties will evaluate whether to re-bid or redesign all or a portion of the Project in order to bring the Project costs in line with the proposed budget revision.

Should CMAR's costs for its services exceed the final amounts set forth in the GMB, CMAR shall be solely responsible for all of such costs that exceed such amount. Further, to the extent the actual cost of CMAR's general conditions and insurance are less than the final amounts set forth in the GMB, DISTRICT shall only be responsible for the amount of such actual costs that are lower than the budgeted amount. CMAR may not bill for unused contingency amounts.

B. PAYMENT TERMS

Payment will be made according to the following terms:

1. Basic Compensation Payment. At the time of the Project budget update following the trade contractor bidding phase, fees will be negotiated with the DISTRICT for CMAR services and shall be paid based on a percent of Project completion on a monthly basis, less any withholds per the contract documents.
2. Pre-Construction Invoicing. Pre-construction services in the design and trade contractor bidding phase will be billed by the CMAR on a monthly basis based on actual costs and will not exceed the amount noted in section A of this exhibit.
3. Construction Invoices. CMAR shall invoice 95% of the construction costs in monthly increments based on agreed upon percent of completion during the construction phase.
4. Construction Cost Retention. CMAR shall invoice 5% of the construction costs 35 days after the DISTRICT files the last Notice of Completion for the Project.

5. General Conditions. CMAR shall invoice general conditions costs monthly during the duration of the construction work. All general condition costs must be supported by accounting reports provided by CMAR. Invoices, receipts and time sheets may be reviewed as requested by DISTRICT.

EXHIBIT C

Projected Construction Cost Budget (HDR 30% Draft Basis of Design Report) (Construction Cost Budget to be revised upon award of all trade contracts)

Submerged Membranes

	Core Facilities	1.5 mgd CSD 25%	1.5 mgd R&D 25%	0.5 mgd 670 group 8%	2.5 mgd Future 42%
CORE FACILITIES					
Building/Canopy	\$180,000				
Sedimentation Basin Demolition	\$25,000				
Sedimentation Basin Concrete	\$60,000				
Membrane Tanks, Pumps, CIP	\$580,000				
Membrane Tanks, Pumps, CIP Install	\$58,000				
Neutralization Tank	\$20,000				
Bridge Crane	\$35,000				
Miscellaneous Core Facilities	\$2,762,500				
TOTAL	\$3,720,500	\$930,125	\$930,125	\$297,640	\$1,562,610
CSD PHASE					
Membranes		\$435,000			
Membrane Installation		\$43,500			
Site Piping and Equipment		\$75,000			
Electrical/Instrumentation		\$50,000			
R&B PHASE					
Membranes			\$435,000		
Membrane Installation			\$43,500		
Site Piping and Equipment			\$75,000		
Electrical/Instrumentation			\$50,000		
670 GROUP PHASE					
Membranes				\$139,200	
Membrane Installation				\$13,920	
Site Piping and Equipment				\$23,100	
Electrical/Instrumentation				\$23,100	
FUTURE PHASE					
Membranes					\$730,800
Membrane Installation					\$73,080
Site Piping and Equipment					\$121,250
Electrical/Instrumentation					\$121,250
RESPONSIBLE COSTS BY PHASE					
SUBTOTAL		\$1,533,625	\$1,533,625	\$496,960	\$2,608,990
TAX (8.5% ON MATERIALS)		\$65,179	\$65,179	\$21,121	\$110,882
SUBTOTAL		\$1,598,804	\$1,598,804	\$518,081	\$2,719,872
GENERAL CONDITIONS (13%)		\$207,845	\$207,845	\$67,351	\$353,583
SUBTOTAL		\$1,806,700	\$1,806,700	\$585,500	\$3,073,500
CONTINGENCY (25%)		\$451,675	\$451,675	\$146,375	\$768,375
TOTAL		\$2,260,000	\$2,260,000	\$740,000	\$3,850,000
TOTAL CONSTRUCTION COST					
SUBTOTAL		\$4,324,000	\$4,927,500	\$5,126,820	\$6,173,200
TAX (8.5% ON MATERIALS)		\$183,770	\$209,419	\$217,890	\$262,361
SUBTOTAL		\$4,507,770	\$5,136,919	\$5,344,710	\$6,435,561
GENERAL CONDITIONS (13%)		\$586,010	\$667,799	\$694,812	\$836,623
SUBTOTAL		\$5,093,800	\$5,804,800	\$6,039,600	\$7,272,200
CONTINGENCY (25%)		\$1,273,450	\$1,451,200	\$1,509,900	\$1,818,050
TOTAL		\$6,370,000	\$7,260,000	\$7,550,000	\$9,100,000

EXHIBIT D Bidding Policy

A. POLICY INTENT

The intent of the policy is to seek and stimulate competition; purchase personal property and services at a standard consistent with the required levels of quality; assure that all qualified and responsible suppliers and bidders have an equal opportunity to do business with the DISTRICT; utilize accepted public purchasing practices for the conduct of our service; comply with all federal, state and local laws; conform to ethical business practices in all transactions; conduct all responsibilities in a manner that will inspire good business relationships and insure the confidence of the public.

B. DISCLAIMER

It is unlawful, for the purpose of evading any requirements herein, to split or separate into smaller units of purchase any purchase covered by this policy.

Where possible, predictable trades or project elements and/or components that are similar in nature should be bid together.

C. POLICY REQUIREMENTS

1. Informal Bidding Process. All contracts for the construction or completion of any building, structure, or improvement, when the expenditure required for the work is expected to exceed twenty-five hundred dollars (\$2,500) but is less than ten thousand dollars (\$10,000), shall be procured through an informal bidding process and awarded to the lowest responsible bidder.

The informal bidding process consists of obtaining, if available, a minimum of three written quotes relative to the personal property or special services to be obtained. In determining the best proposal, in addition to price, the staff may consider the quality, availability, functionality or other suitability of the personal property, or contractual services to the particular use intended.

2. Formal Bidding Process. All contracts for the construction or completion of any building, structure, or improvement, when the expenditure required for the work is expected to exceed ten thousand dollars (\$10,000), shall be procured through a formal bidding process and awarded to the lowest responsible bidder.

The Request For Formal Bid (RFFB) shall be publicly published at least twice, at least five days apart. Posting shall be in a newspaper of general circulation within the DISTRICT's geographical jurisdiction, or if there is none, it shall be posted in at least three public places. The first publication or posting of the notice shall be at least 10 days before the date of opening the bids or proposals.

The RFFB posting document shall:

- a) State clearly the special service and/or personal property to be obtained to enable bidders to know with reasonable accuracy the personal property or services sought.

- b) Specify any applicable surety requirements.
- c) Identify where and when specifications can be obtained.
- d) Specify the deadline to submit proposals or bids.
- e) Contain notice that all submittals shall be sealed.
- f) Specify when, where, and how to submit proposals or bids.
- g) Include the date for opening bids.
- h) Identify the contact person and phone number.

It is the CMAR's responsibility to ascertain before a specification is used that it is not restrictive or in favor of a certain group of suppliers to the exclusion of other groups; that it is complete in its description; and that it can reasonably be expected that most suppliers can comply with it.

A notice of formal bid award shall be transmitted to the successful bidder by mail and shall also be posted in the same manner as the notice inviting proposals or bids.

Upon Formal Bid Award, the successful bidder shall:

- a) Execute the appropriate Conflict of Interest Statement.
- b) Provide proof of appropriate insurance coverage, such as a Comprehensive General Liability policy, a Professional Errors and Omissions policy, or Worker's Compensation policy, depending upon the nature of the services or personal property requested, as per the DISTRICT's standard outlined in the contract documents.
- c) Bear the responsibility to furnish the personal property or special services meeting the specifications stated. Deviations from specifications must be stated by the supplier when making a proposal. If not stated, the DISTRICT assumes that the specifications are going to be met. Deviations are not automatically acceptable and major deviations must be investigated to determine whether or not all bidders should be advised of a specification change and given the opportunity to resubmit bids.

EXHIBIT E
Supplementary Conditions

A. GENERAL

1. The Supplementary Conditions apply to the work of this Project, to all trade contractors and all subcontractors and suppliers of whatever tier, and any separate contractors the DISTRICT may choose to hire for this Project.
2. In the event of a conflict with any portion of the contract documents, these Supplementary Conditions shall take precedence.
3. The DISTRICT has established liquidated damages for this Project at \$1,000 per calendar day. Trade contractors will be subject to liquidated damages pursuant to the contract documents.
4. A copy of Parts 1 through 5, Part 7 and Part 9 of California Title 24 shall be kept on the jobsite in the office of the Construction Manager at Risk ("**CMAR**").
5. All work performed under this contract shall comply in every respect to the rules and regulations of all agencies having jurisdiction for this classification of construction and design.
6. Weekly job foreman/job superintendent meetings will be conducted by CMAR to coordinate ongoing construction issues. Trade contractor shall cause its designated job foreman or job superintendent to attend each coordination meeting, as scheduled by the CMAR.
7. Trade contractor may be required to attend weekly progress meetings for discussion of issues of administrative or design consideration with the DISTRICT's representative(s), inspector and engineer. Trade contractor shall cause its project manager or project administrator to attend each progress meeting, as scheduled by CMAR.
8. Trade contractor shall furnish to the CMAR on a daily basis a report of the total number of its workers employed on the job, description of work performed, a breakdown of workers by craft, and identification of each worker who is a member of a minority group or female. The form for the report will be furnished to Trade contractor by the CMAR's field office. Receipt of these reports is a condition for payment.

B. TESTING

1. To assist the DISTRICT in the process of obtaining qualified and responsive quotations for testing and inspection services for the Project, trade contractor shall, along with trade contractor's baseline schedule, provide a schedule of required inspections and tests which includes at a minimum: 1) name of special inspection or test; 2) quantity or frequency of special inspections or test; 3) projected dates upon which special inspections and tests are required.
2. Trade contractor shall furnish said schedule of required inspections and tests, based on the requirements of the contract documents, local regulatory codes and the contractor's expertise in its field. The DISTRICT will provide all submitted schedules to the testing agency in accord

with governing codes. Trade contractor hereby acknowledges and agrees that, in the event additional testing and inspection costs are incurred due to failure of initial tests, costs for same shall be paid by trade contractor as provided elsewhere in the contract documents.

C. SURVEYING, LINES AND GRADES

1. Trade contractor shall provide all necessary layout, lines and grades required for the proper location of its work. The initial surveying will be provided by the site work trade contractor.
2. Trade contractor agrees to provide any and all false-work, templates, batter-boards and other such structures or devices necessary to provide for trade contractor's layout, lines and grades. Work installed in an incorrect location or elevation shall be removed and re-installed at the expense of trade contractor.

D. TEMPORARY FACILITIES

1. CMAR shall provide the following temporary facilities and services at the jobsite:
 - a) CMAR and project office, including: Telephone and facsimile for CMAR's sole use; telephone and facsimile for use by DISTRICT representative, engineer and special inspector . One copy machine for CMAR's use.
 - b) Chemical toilet facilities for the use of all trade contractors and their subcontractors and employees.
 - c) Direction to all trade contractors regarding staging area use, use of temporary facilities, and placement of trade contractor's equipment and machinery shall be at the sole discretion and judgment of the CMAR, who shall be the final authority in all matters regarding trade contractor's use of the site, conduct while at the site and other such matters having anything whatsoever to do with the jobsite.
 - d) Project sign and Project safety signs as required.
 - e) Initial blueprinting costs requisite to provide each trade contractor with two full sets of contract documents, including any addenda issued prior to bid submission date. Trade contractors interested in additional sets may purchase them from the printing firm where the contract documents are on file at actual cost.
2. Trade contractor, if required in the performance of its work, shall provide, at its expense, the following temporary facilities and services:
 - a) Scaffolding, staging, false-work, templates, bucks, trench plates, trench shoring and/or jacking, necessary to perform and complete the work, including erection and dismantling, and engineering as required.
 - b) Trade contractor's jobsite office and/or tool storage containers, subject to the express permission and approval of CMAR. It shall be trade contractor's responsibility to comply with CMAR's specific directions and to coordinate trade contractor's work with the work of other trade contractors performing work on the site.

- c) Telephone, facsimile, copy machine and other office equipment.
- d) Drinking water for trade contractor's forces.
- e) Safety devices, equipment, notices, manuals, plans.
- f) Traffic control personnel, equipment, devices, notices as required to control and protect vehicle and pedestrian traffic.
- g) CMAR will provide temporary heating to 55 degrees Fahrenheit, one string of incandescent lights and power hook-up for 110 volt at several points throughout the project site. Additional temporary heating, temporary lighting and power distribution is to be provided by trade contractor. Dust control measures, cleaning of roadways and other surfaces, fire safety devices and measures shall be provided by trade contractor as required by its work.
- h) Equipment and services required to perform all lifting, lowering, conveying and hoisting.
- i) Trade contractor's equipment rentals and small tools purchase and repair.
- j) On-going, daily housekeeping and cleanup of trade contractor's work-area debris to be disposed of in debris boxes or removed from the site. No trade contractor will be permitted to leave debris, trash, leavings, dirt, garbage, rubbish, material containers, etc., on the site. No unsafe and unworkmanlike conditions will be permitted.
- k) Hardhats and other personal safety equipment.
- l) Temporary construction water hook-up and distribution.

E. FIRE MARSHAL REQUIREMENTS

Trade contractor must provide and maintain safe access for emergency vehicle traffic in accord with local fire marshal regulations.

F. ONSITE HAZARDOUS MATERIAL TRAINING

All contractors and employees must undergo DISTRICT provided onsite hazardous materials training before commencing work. Signed training affidavits will be kept onsite.

G. SCHEDULING

1. CMAR will prepare and maintain the master construction schedule. The master construction schedule will be initially based on the preliminary construction schedule and the aggregate input of all trade contractors. Trade contractor shall cooperate with CMAR in the preparation and maintenance of the master construction schedule.
2. Monthly schedule updates are required to be submitted along with each application for progress payment, and shall be submitted in the form required by CMAR.

H. HOMEOWNERS ASSOCIATION RULES

All contractors, vendors, suppliers, and agents or employees of the CMAR shall abide by the Rancho Murieta Homeowner Association rules including, but not limited to, speeding, stop signs and construction start and end times. All contractors and employees must show valid ID when entering via the security gates.

I. FORCE ACCOUNT PROCEDURES

In the event trade contractor is required or authorized to perform work on a force account basis, trade contractor shall comply with the following reporting requirements:

- a) Trade contractor shall, at the end of each day during which force account work is performed, submit a detailed and complete time sheet or time card indicating total labor hours spent and classification, total equipment hours spent and classification, total materials and sales tax, and any other measurable costs associated with the performance of the force account work. Trade contractor shall submit said time sheet to the CMAR and both parties shall sign the time sheet as evidence that both parties acknowledge and agree to the extent of the work performed, although they may disagree that the work entitles trade contractor to additional compensation. Trade contractor's failure to comply with the foregoing procedures will prejudice CMAR's ability to monitor and verify this work and will constitute a waiver of trade contractor's right to additional payment. CMAR and trade contractor may, based upon mutual agreement, proceed with force account work on a time and materials basis, with total cost "not-to-exceed" any quotation tendered for said force account item(s).

J. DISPUTED WORK PROCEDURES

The DISTRICT or CMAR may, in case of a disputed work item, direct trade contractor to perform the disputed work at no additional cost to the DISTRICT, stating its belief that the work is clearly or adequately indicated in the contract documents, and therefore may be properly classified as an item for which prices are established in the contract. In the event the trade contractor maintains that the disputed work represents a change, trade contractor may pursue reimbursement in accordance with the contract documents.

K. BID PROTEST PROCEDURES

- 1. Any protest relating to the form or content of the bidding or contract documents must be submitted in writing to the DISTRICT at least ten (10) business days before the original date set for bid opening in the Notice to Bidders. Any bidder who submits a bid shall be deemed to have waived any protest to the form or content of the bidding or contract documents.
- 2. Any bid protest relating to the award of the contract for the Project, other than a protest addressing the form or content of the bidding or contract documents, must be submitted in writing to the DISTRICT so that it is received by the DISTRICT before 5:00 p.m. on the third business day following the bid opening. Failure to deliver a written protest within the designated period shall constitute a waiver of the bidder's right to protest the DISTRICT's determination and intended action, whether administratively or through legal proceedings, and shall render the DISTRICT's action relative to the bids final, binding, and un-appealable by such bidder.

3. The initial protest document shall contain a complete statement of the basis for the protest, including the legal and factual basis for the action requested. The protest shall refer to the specific portion(s) of the contract documents upon which the bidder relies in support of the protest and include as exhibits all documents relied upon in support of the protest. The protest shall include the name, address, telephone, and fax numbers of the protesting party and any person representing the protesting party.
4. The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation or exhibits to all other known bidders at the address specified on the DISTRICT's plan holder list. The documents shall be transmitted by fax or overnight delivery service.
5. The procedure and time limits set forth in this paragraph are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code claim or legal proceedings.

L. **SPECIAL INDEMNITY**

By submitting a bid, bidder warrants and represents that its performance of the work contemplated by the contract documents will not infringe any patents, licenses or other intellectual property rights, and that no pending or threatened litigation exists with respect to the process or product that bidder intends to use. Bidder agrees to defend, indemnify and hold harmless the DISTRICT, CMAR, engineer, and each of their members, officers, employees, consultants, agents and subcontractors from and against any and all claims, damages, fines, penalties, judgments, or suits arising from the foregoing representations and warranties or any alleged or actual patent, copyright, or other intellectual property violation or any other pre-existing legal actions or agreements between the bidders. The DISTRICT has to the best of its reasonable ability, researched the products and systems described in this specification and cannot be held liable for any unintentional patent infringements that may be found in this specification. If any bidder believes that a potential infringement or other intellectual property violation may be presented by the bidding documents, that issue shall be raised by way of a pre-bid protest as provided under Section I – Bid Protest Procedures.

MEMORANDUM

Date: September 13, 2013
To: Board of Directors
From: Edward R. Crouse, General Manager
Subject: Approve Contract with Roebbelen Construction Management Services, Inc.,
for Construction Manager at Risk Services

RECOMMENDED ACTION

Approve the contract with Roebbelen Construction Management Services, Inc. (RCMS), for Construction Manager at Risk (CMAR) Services for the Water Treatment Plant Upgrade Project, in an amount not to exceed \$49,049 for pre-construction services. Funding to come from Water Replacement Reserves. Approval of Construction Phase services will be approved by Project Authorization to the CMAR Agreement upon identification of the Guaranteed Maximum Budget.

BACKGROUND

As authorized at the August Board meeting, President Pasek and Director Gumbinger and staff met with Roebbelen representatives, Bob Kjome and Joel Gallion, to negotiate the Construction Manager at Risk Contract. We met twice in person and exchanged many emails concerning contract language. We reached agreement on the contract language during a real-time editing of the Agreement on September 12, 2013 at the District Administration Office.

The CMAR agreement is not a construction contract. It is a professional services agreement between the District and RCMS which is a separate operating division of the Roebbelen Construction Company umbrella. RCMS will not perform construction activities.

The CMAR agreement defines the roles and responsibilities of RCMS during the pre-construction phase (design phase) and construction phase.

For the preconstruction phase, RCMS will provide independent cost estimating, value engineering, trade-scoring of construction specifications and plans and trades public bidding, contract evaluating and contract award recommendation. In addition, following trade bidding, RCMS will prepare a Guaranteed Maximum Budget (GMB) for the construction project. All preconstruction phases work is on an hourly basis and is estimated at \$49,049.

For the Construction phase, RCMS' role and responsibility is similar to that of a general contractor, in as much as RCMS is responsible for trade scheduling and coordination. In addition, RCMS will have a full time project superintendent responsible for day to day oversight and coordination of construction activities.

RCMS will be compensated during the construction phase for direct costs generally related to their overhead for a project office as well as costs associated with project administration; Builders Risk and Liability Insurance Premiums; and a Basic Service Fee, which is an incentive fee to ensure the project is built within budget and on schedule. The estimated construction phase compensation is:

\$305,607	General Conditions (project office and superintendent)
\$ 45,300	Builders Risk and Liability Insurance Premiums
\$257,950	Basic Service (incentive fee) Fee, which is 3.5% of Construction Costs (current construction estimate is \$7,370,000)

Once the GMB is determined RCMS and the District will negotiate a new basic service fee based on the GMB and execute a construction phase project authorization /amendment to the CMAR agreement.

MEMORANDUM

Date: September 11, 2013
To: Board of Directors
From: Darlene Gillum, Assistant General Manager
Subject: Discuss Proper Procedure for Requesting Item be Added to Meeting Agendas

RECOMMENDED ACTION

Discuss the proper procedure for Directors to follow when requesting items be added to meeting agendas.

BACKGROUND

Director Belton requested that the Board discuss the proper procedure for Directors to follow when requesting an item to be added to a Committee or Board meeting agenda.

Attached is Chapter 8, Placing an Item on the Board of Committee Agenda, of the District's Board Guidelines for your review.

CHAPTER 8

PLACING AN ITEM ON THE BOARD OR COMMITTEE AGENDA

SOURCES OF ITEMS

Items on the Board agenda originate from a variety of sources: the General Manager, Standing committees, Directors and the public.

Items Originating from the General Manager

Many items on the agenda originate with the General Manager and District staff. The following types of items are typical:

- Matters on which policy direction from the Board is required.
- Items with over-arching policy implications (e.g., labor negotiations, budgeting, and strategic planning).
- Action required by law (e.g., consolidation of District elections, amending a Conflict of Interest Code).
- Intermediate actions in the overall implementation of a Board-approved project or program (e.g., awarding construction contracts, considering an environmental review document).
- Discretionary decisions for which authority has not been delegated to the General Manager.
- Informational items to keep the Board current on a matter or to allow them to discuss the implications of continuing on a previously agreed course of action.
- Items with critical timing needs.
- Proclamations honoring special events or individuals.

Items Originating from a Board Committee

A Director may bring up a new item at a Committee meeting. However, in such cases, the advance notice requirements of the Brown Act only allows the Committee to decide to place such a matter on a future agenda; the matter cannot be discussed at the meeting at which it was first verbally mentioned. Committee recommendations may be referred to the Board and may include items that are routine business, new ideas developed by Committee or unusual matters.

Items Originating from or of Interest to a Director

Any Director may request that an item be placed on a future Committee and/or Board agenda during the Director Comment section of a Board meeting. If time allows, a Committee may review the matter prior to discussion by the Board. The Director who originated the item contacts the General Manager to more fully explain the issue so that staff can prepare a Recommended Action and Background (which allows the Board to discuss the matter). The Director who placed the item on the agenda is cited as the reference and is expected to lead the discussion.

For any matter referred to or being discussed by a Committee, the Committee shall report its findings back to the Board and capture its deliberations in the notes prepared by the Committee. If, after reviewing the notes prepared by the Committee, a Director wishing to have a matter discussed by the full Board, may state this request at a Board meeting or notify the General Manager. The General Manager shall then notify the Committee of the Director's request and schedule the matter for discussion at the next reasonably available Committee meeting. This process allows the Committee to complete their work and respond to concerns raised. Following that Committee meeting, the General Manager shall place the matter on the Board agenda for discussion at the next reasonably available Board meeting.

Items Originating from the Public

Members of the public may request to have an item placed on a future Board or Committee agenda during the Public Comment portion of a Board or Committee meeting. The Board or Committee considers such requests of the public to have an item placed on a future agenda and provides direction to the General Manager. The Board may not discuss the matter brought up by the public at the same meeting at which it is first verbally mentioned.

PLACING AN ITEM ON A COMMITTEE AGENDA

Committee agenda items originate from the General Manager or his/her staff, the Board, or a Director. Items requested by a member of the public may be placed on a Committee agenda if decided by the Board, the Committee or the General Manager.

All matters typically go to Committee prior to being placed on the Board agenda. The General Manager decides which Committee reviews an item based on the nature of the item and the charter of each committee.

The Board may refer an item to Committee for consideration or further discussion. This typically occurs when new matters are brought to the attention of the Board by a Director or by the public.

ITEMS THAT DO NOT REQUIRE COMMITTEE REVIEW

The Board's system of Standing Committees that review matters within their subject matter jurisdiction is one way the Board uses to efficiently conduct its business. It also creates opportunities for public involvement in Board deliberations in a less formal manner than at a Board meeting. However, there are several matters that do not require Committee review, either because they are routine or because it is proper or legally require that only the full Board consider them. The following items may be placed directly on a Board agenda without Committee review.

Administrative Matters

- Proclamations
- Notifications (training, conferences, etc.)
- Board Organizational Matters (appointment of Board President or Vice President)
- Appointment of Committees

Board Oversight

- Performance Evaluation (General Manager or General Counsel)
- Mandated Reports
- Consideration of Conference Attendance

Procedural Streamlining

- Second reading of an Ordinance.
- Rejection of routine claims.
- Acceptance of projects.
- Acceptance of developer improvements.
- Intention to levy assessments in existing assessment Districts (mandated notification step in anticipation of formal action later).
- Follow-up of items for action previously presented in workshops for discussion.
- Any item with a critical timing need when a Committee meeting cannot be effectively scheduled.

District-Wide Matters

- Items with over-arching policy implications (e.g., budgeting, strategic planning).
- General informational items that keep the Board current on a matter or allow them to discuss the implications of continuing with a previously agreed upon course of action.
- Presentations requested by the Board.
- Actions required by law (e.g., consolidation of District elections, amending conflict of interest codes).

Matters that Should be Considered Only by the Full Board to Protect the District's Interest

- Personnel appeals (that are before the Board and on which the Board must be unbiased and rule on the record before them).
- Environmental review documents where the administrative record must be developed in front of the entire Board.

MEMORANDUM

Date: September 9, 2013
To: Board of Directors
From: Paul Siebensohn, Director of Field Operations
Subject: Approve Costs for Lab Testing of Water in Augmentation Wells

RECOMMENDED ACTION

Approve up to \$2,500 to California Laboratory Services for lab testing of water in augmentation wells. Funding to come from Water Augmentation Reserves.

DISCUSSION

As part of the investigation for an augmentation supply for the potable water system, the test wells have samples drawn during the drilling process to provide a cursory look at what the water quality will be. This is important to determine if the water will be suitable for potable water consumption. This cost is not included in the scope of services provided by Dunn Environmental, Inc.; investigation task 3a approved November 2012. As it is performed with an outside laboratory service with which we already contract, we avoided the contractor markup and work directly with the laboratory provider, CLS. Although the costs are below the General Manager's approval authority, to keep with good accounting practices all costs related to this reserve project are brought before the Board for approval. An example of an invoice for test well B is attached. Similar costs are anticipated for test hole A if water is found there, with further detailed sampling a potential at both sites if we go to isolation zone sampling as noted in Dunn's proposal from June 22, 2012, task order 3b.

CALIFORNIA LABORATORY SERVICES

INVOICE

3249 Fitzgerald Road Rancho Cordova, CA 95742 (916) 638-7301

RECEIVED
RANCHO MURIETA
SERV. DIST.
2013 SEP 4 A 8 32

Invoice To:

Paul Siebensohn
Rancho Murieta Comm. Srvs. Dis
P.O. Box 1050; 15160 Jackson Road
Rancho Murieta, CA 95683

Invoice Number

3081927-RANCHOMURI

Invoiced On:

08/27/13

Remit To:

Accounts Receivable
CLS Labs
3249 Fitzgerald Rd.
Rancho Cordova, CA 95742

PO Number

C13763

Received

08/20/13

Project

RMCS D

Client

Cassie Tremblay
Dunn Environmental

Terms

NET 30

Project Number

157-03

Project Manager

Mark Smith

Work Order(s)

CWH0800



Quantity	Analysis/Description	Matrix	Unit Cost	Extended Cost
3	Total Dissolved Solids-SM2540C [5 day]	Water	\$18.00	\$54.00
3	Sulfate-300.0 Diss [5 day]	Water	\$15.00	\$45.00
3	Nitrate 300.0 Diss [5 day]	Water	\$15.00	\$45.00
3	Metals 200.7 ICP Diss [5 day]	Water	\$80.00	\$240.00
3	Fluoride-300.0 Diss [5 day]	Water	\$15.00	\$45.00
3	Filtration Met [5 day]	Water	\$0.00	\$0.00
3	Filtration - IC [5 day]	Water	\$5.00	\$15.00
3	Chloride-300.0 Diss [5 day]	Water	\$15.00	\$45.00
3	As 200.8 Diss [5 day]	Water	\$18.00	\$54.00

PAY	\$532.14 IF PAID BEFORE 09/26/2013
	\$543.00 ON OR AFTER 09/26/2013

Invoice Total: \$543.00

We Appreciate Your Business.

*Interest of 18% per annum (1.5% per month) will be added to all invoice amounts not paid within 30 days of invoice date.



**California Special
Districts Association**
Districts Stronger Together

RECEIVED

AUG 16 2013

Rancho...
Community Services...

MEMORANDUM

DATE: August 14, 2013
TO: CSDA Members (Board and Staff)
FROM: Stanley Caldwell, CSDA President
Neil McCormick, Executive Director
SUBJECT: 2014 CSDA Committee & Expert Feedback Team Participation

CSDA's strength and effectiveness as an organization is directly related to our ability to involve the member district/agency Board members and staff in the work of the Association. The talents and energy that both groups bring to CSDA and to the issues that concern special districts in California through active involvement are critical components of CSDA's success.

With this in mind, we are asking for volunteers from your district (staff and/or Board members) to participate and contribute on one or more of our committees and/or expert feedback teams to assist in shaping CSDA.

If you or any others from your district would like to become even more involved as a member of CSDA, please review and complete the form included with this letter. Committees need dedicated participants who are able to expend the time to provide their expertise in directing the activities and policies of CSDA. CSDA does not reimburse for committee related travel expenses.

In regard to **CSDA's Expert Feedback Teams**, when a need for feedback arises on a particular policy matter, CSDA legislative staff will send an e-mail to an expert feedback team asking for its input. Team members need only reply with their thoughts, opinions and experiences. The workload of a team member will ultimately be what he or she makes of it. Team members will not be required to travel; they should expect to receive a handful of e-mails each month and on rare occasions they may be contacted by phone.

Please return the attached form by **October 18, 2013 by 5:00 p.m.** The selection and ratification of CSDA's 2014 committees will take place in November and selected participants will be notified by the end of November 2013. Committee participation begins in January 2014.

Thank you for your continued support of CSDA!

California Special Districts Associations
1112 I Street, Suite 200
Sacramento, CA 95814
Toll Free: 877-924-CSDA (2732)
Phone: 916-442-7887
Fax: 916-442-7889

A proud California Special Districts Alliance partner
Special District Risk Management Authority
1112 I Street, Suite 300
Sacramento, CA 95814
Toll Free: 800-537-7790
Fax: 916-231-4111

CSDA Finance Corporation
1121 I Street, Suite 200
Sacramento, CA 95814
Toll Free: 877-924-CSDA (2732)
Fax: 916-442-7889



**California Special
Districts Association**

Districts Stronger Together

**2014 COMMITTEE AND EXPERT FEEDBACK TEAM
INTEREST FORM**

Please make additional copies for each participant.
Please Use Actual Contact Information where you can be reached

Name: _____

Title/Position: _____

District/Organization: _____

District Address: _____

Personal Address: _____

Telephone:(District) _____ (Contact): _____

Fax (District): _____ (Contact): _____

E-mail: _____

COMMITTEES: We hope your District will participate in one or more of CSDA's committees. The CSDA Board of Directors encourages the participation of member agencies and Business Affiliates on CSDA's committees. As space is limited, please choose more than one committee which you would like to participate on, and please rank according to preference: **1 = 1st choice; 2 = 2nd choice; 3 = 3rd choice**

If we are able to place you on more than one committee, how many committees would you like to serve on?
_____ (maximum 3)

NOTE: All committees meet in person at least twice annually. Committees generally meet in Sacramento, however locations may vary.

_____ **Audit Committee:** Responsible for maintaining and updating internal controls. Provides guidance to auditors regarding possible audit and fraud risks. Commitment: Meets with auditors prior to the commencement of the audit, when audit is completed and possibly one meeting during the auditing process. Financial experience preferred.

_____ **Education Committee:** Plans, organizes and directs the professional development and events for CSDA. Commitment: Meets at least twice annually.

_____ **Elections & Bylaws Committee:** Conducts annual elections and occasionally reviews bylaws upon request of the CSDA Board, members or as needed. Commitment: Minimum of one meeting in Sacramento.

_____ **Fiscal Committee:** Oversees the financial direction of the organization including budget review and implementation. Commitment: Meets at least three times annually. Financial experience preferred.

_____ **Membership & Recruitment Committee:** Responsible for recruitment of new members, member retention, development of new member benefits and review of current programs. Commitment: Meets at least twice annually.

_____ **Legislative Committee (space is limited):** Develops CSDA's legislative agenda; reviews, directs and assists with legislative/public policy issues. Commitment: Meets six times a year in Sacramento. Attending CSDA's Special District Legislative Days (May 20-21) and Annual Conference (September 29-October 2) is expected if you serve on this committee. All selected 2014 members will be invited to join the 2013 committee members and CSDA staff for a legislative planning session on November 15, 2013.

Each Legislative Committee member will be assigned to 1 to 2 working groups. Please rank from 1 to 6 which working groups you are interested in participating in:

- _____ Budget, Finance & Taxation Working Group
- _____ Environmental Sustainability Working Group
- _____ Formation & Reorganization Working Group
- _____ Human Resources & Personnel Working Group
- _____ Public Works & Contracting Working Group
- _____ Transparency & Accountability Working Group

I am interested in participating on ____ (1 or 2) Legislative Committee working groups

_____ **Alternative Option: Legislative Distribution List** - Because seats are limited on the Legislative Committee, CSDA has created an alternative option whereby members can receive the same legislative information via email that Legislative Committee members receive. Members on this list may provide input by responding to the legislative staff by email. Select this option instead of the Legislative Committee if you are unable to meet the requirements of serving on the Legislative Committee.

EXPERT FEEDBACK TEAMS: In order for CSDA to quickly and effectively gauge the impact new laws may have on special districts we depend on the expertise of the people who are directly impacted in the field. If you have firsthand experience in one or more of the areas below, please join CSDA's Expert Feedback Team.

_____ **Budget, Finance & Taxation:** Assessments; Bankruptcy; Bonds; Mandates; Mello-Roos; Property Tax Allocations; Public Financing; Prop 218; Redevelopment; Special Taxes

_____ **Environmental Sustainability:** CEQA; Greenhouse Gas Emissions; Renewable Energy; SB 375

_____ **Formation & Reorganization:** Cortese-Knox-Hertzberg; Consolidation; Dissolution; LAFCO; MSR; SOI

_____ **Human Resources & Personnel:** Health and Other Benefits; Industrial Safety; Labor; Public Retirement; Workers' Compensation and Other Insurance

_____ **Legal:** General legal matters affecting special districts

_____ **Public Works & Contracting:** Basic Contracting; Bidding Process; Design-Build; Indemnification; Prevailing Wage & Contracted Labor; Public Private Partnerships; Retention Proceeds

_____ **Transparency & Accountability:** Audits; Brown Act; Ethics; Governance; Public Records Act; Political Reform Act; Reporting to State Controller

Committee and Expert Feedback Team participation is open to both Board members and Staff. **Please note that the Association does not reimburse any expenses incurred from this participation.** CSDA is committed to keeping travel costs to a minimum for committee members and handles a significant amount of committee work through conference calls, fax correspondence and e-mail; however, most committees do meet at least two times a year in person.

***Either the District/Company General Manager or Board President must authorize below**

*Signature: _____ Date: _____

Please return this completed form to Charlotte Lowe at CSDA by mail, fax (916) 442-7889 or email charlottel@cstda.net no later than 5:00 p.m. on **Friday, October 18, 2013**

CSDA, 1112 I St., Suite 200, Sacramento, CA 95814, T - (916) 442-7887, F - (916) 442-7889 www.cstda.net

In order to keep our database as up to date as possible, and bill your membership dues correctly, please take a moment to complete the following information and fax this to the CSDA Office at **916-442-7889**.

District Name: _____

Annual Operating Revenue: \$ _____

[Annual operating revenue is defined as "the district's total operating revenue/income as of June 30, 2013." Reported revenue should not include grants or pass-throughs.]

Please print your name: _____

Please fax to 916-442-7889.
Thank you.

CONFERENCE/EDUCATION SCHEDULE

Date: August 14, 2013
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)

CSDA Must Have Communications Protocol for Board and Staff	October 3, 2013	Webinar
CSDA Emergency Preparedness	November 6, 2013	Webinar

GOLDEN STATE RISK MANAGEMENT ASSOCIATION (GSRMA)

GSRMA Annual Training Day	October 24, 2013	Rolling Hills Resort Corning, CA
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SPECIAL DISTRICT AND LOCAL GOVERNMENT INSTITUTE (SDI)

No Information Currently Available on Upcoming Conferences.

ASSOCIATION OF CALIFORNIA WATER AGENCIES (ACWA)

No Information Currently Available on Upcoming Conferences.

WATEREUSE ASSOCIATION

No Information Currently Available on Upcoming Conferences.

AMERICAN WATER WORKS ASSOCIATION (AWWA)

No Information Currently Available on Upcoming Conferences.

ISC WEST

No Information Currently Available on Upcoming Conferences.

CALIFORNIA RURAL WATER ASSOCIATION

No Information Currently Available on Upcoming Conferences.