



## RANCHO MURIETA COMMUNITY SERVICES DISTRICT

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

**NOTICE IS HEREBY GIVEN** that the President of the Board of Directors of the Rancho Murieta Community Services District has called a Special Meeting of the Board to be held on October 7, 2015 at 5:30 p.m., at the Rancho Murieta Community Services District Board Room at 15160 Jackson Road, Rancho Murieta.

### AGENDA

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

### SPECIAL BOARD MEETING

**OCTOBER 7, 2015**

Open Session 6:00 p.m.  
RMCS Administration Building – Board Room  
15160 Jackson Road  
Rancho Murieta, CA 95683

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#### BOARD MEMBERS

Gerald Pasek	President
Betty Ferraro	Vice President
Vacant	Director
Michael Martel	Director
Mark Pecotich	Director

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#### STAFF

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



**RANCHO MURIETA COMMUNITY SERVICES DISTRICT  
SPECIAL BOARD MEETING  
OCTOBER 7, 2015**

**Open Session - 6:00 p.m.**

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

**AGENDA**

RUNNING TIME

1. **CALL TO ORDER** - Determination of Quorum - President Pasek **(Roll Call)** 6:00
  
2. **ADOPT AGENDA (Motion)**  
*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.*
  
3. **SPECIAL ANNOUNCEMENTS AND ACTIVITIES** (5 min.)
  
4. **COMMENTS FROM THE PUBLIC** 6:05  
*For this Special Meeting, members of the public may **ONLY** comment on items 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 the time of the 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. (5 min.)*
  
5. **CONSENT CALENDAR (Motion) (Roll Call Vote)** (5 min.) 6:10  
*All the following items in Agenda Item 5 will be approved as one item if they are not excluded from the motion adopting the consent calendar.*
  - a. Approval of September 16, 2015 Board Meeting Minutes
  
6. **CORRESPONDENCE** 6:15
  - a. Letter from Murieta Village Association, dated September 16, 2015
  - b. Letter from Carol Hyde, dated September 15, 2015

- 7. APPOINTMENT OF NEW DIRECTOR** 6:20
- a. Applicant Statements (3 min. each)  
(Directors may ask follow up questions after each Applicant's statement.)
    - Les Clark
    - Morrison L. Graf
    - Stephen L. Murphy
    - Larry Shelton
  - b. Open Public Testimony (5 min.)
  - c. Close Public Testimony (5 min.)
  - d. Director Deliberations on Applicants (5 min.)
  - e. Appointment of New Director (Discussion/Action) (Motion) **(Roll Call Vote)**
  - f. District Secretary Will Administer the Oath of Office to the Appointed Director
- 8. CONSIDER APPROVAL OF RECYCLED WATER PROGRAM IMPLEMENTATION PLAN PROPOSAL - Presentation by Kevin Kennedy, AECOM** (Discussion/Action) (Motion) (15 min.) 6:50
- 9. CONSIDER APPROVAL OF WATER TREATMENT PLANT BIRD NETTING PROPOSAL** (Discussion/Action) (Motion) (5 min.) 7:05
- 10. RECEIVE UPDATE ON SECURITY AD HOC COMMITTEE** (Discussion/Action) (5 min.) 7:10
- 11. REVIEW MEETING DATE/TIME** (5 min.) 7:15
- Regular Board Meeting:** October 21, 2015 - open session @ 5:00 p.m.
- Parks Committee Meeting:** October 22, 2015 - 4:00 p.m. at RMA
- 12. COMMENTS/SUGGESTIONS – BOARD MEMBERS AND STAFF** 7:20
- 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.*
- 13. ADJOURNMENT** (Motion) 7:25

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



## **RANCHO MURIETA COMMUNITY SERVICES DISTRICT**

Board of Directors Regular Meeting

MINUTES

September 16, 2015

4:30 p.m. Closed Session ~ 5:00 p.m. Open Session

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

President Gerald Pasek called the special meeting of the Board of Directors of Rancho Murieta Community Services District to order at 4:30 p.m. in the District meeting room, 15160 Jackson Road, Rancho Murieta. Directors present were Gerald Pasek, Betty Ferraro, and Mark Pecotich. Also present were Darlene J. Gillum, General Manager; Greg Remson, Security Chief; Eric Thompson, Controller; Suzanne Lindenfeld, District Secretary; and Richard Shanahan, General Counsel. Director Michael Martel was absent.

### **2. ADOPT AGENDA**

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

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

None.

### **4. BOARD ADJOURNED TO CLOSED SESSION AT 4:31 P.M. TO DISCUSS THE FOLLOWING ITEMS**

Under Government Code 54956.9(d)(2): conference with legal counsel regarding anticipated litigation - significant exposure to litigation involving one potential case.

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

Under Government Code 54956.9(d)(2): conference with legal counsel regarding anticipated litigation - significant exposure to litigation involving one potential case. Nothing to report back.

### **6. COMMENTS FROM THE PUBLIC**

Lew Parkinson, Murieta Village, commented on the concern of the residents regarding the District and Rancho Murieta Association not issuing barcodes to Murieta Village residents. President Pasek stated that is a discussion the Security Ad Hoc Committee is having and that nothing has been decided at this point. Mr. Parkinson asked that Murieta Village be included in this discussion. President Pasek asked that Chief Remson update Murieta Village as to what has transpired to date.

John Merchant asked about the status of the hiring of an independent consultant to review the development planning documents and the impact of the new development on the District's water supply. Darlene Gillum stated that the Request for Proposal has not gone out yet.

### **7. CONSENT CALENDAR**

Director Pecotich asked about the status of the midge flies. Darlene stated that Paul Siebensohn is looking into the mosquito fish and getting feedback from the community. Development and coordination of a plan to achieve consensus and resolve concerns to be accomplished soon. Implementation will not be done until next spring.

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

#### **8. STAFF REPORTS**

Under Agenda Item 8d, Director Ferraro asked about the status of the drilling of the new well. Darlene stated that staff has not heard back from the potential driller yet.

#### **9. CORRESPONDENCE**

None.

#### **10. PUBLIC HEARING - CONSIDER ADOPTING RESOLUTION APPROVING SOLAR POWER PURCHASE AGREEMENTS AND PERFORMANCE GUARANTEE AGREEMENTS WITH SOLARCITY CORPORATION AND MAKING RELATED FINDINGS REQUIRED BY GOVERNMENT CODE SECTION 4217.12 REGARDING THE INSTALLATION OF SOLAR GENERATING FACILITIES AT CERTAIN DISTRICT SITES**

##### **a. Presentation by Michael Carpol, SolarCity and District Staff**

Michael Carpol, SolarCity, gave a brief PowerPoint presentation regarding the proposed solar projects in the District. Since the last presentation, SolarCity has done a more thorough analysis of the District's historical usage data from years 2011 to 2014.

Based on this analysis, the cost to the District for the wastewater treatment plant project is estimated at \$0.073/kWh, a savings of \$34,818 the first year, 24% cost reduction and an estimated savings of \$1,461,049 over the 20 year contract. The estimated cost to the District for the water treatment plant project is \$0.078/kWh, a savings of \$14,998 the first year, and an estimated savings of \$658,447 over the 20 year contract. These rates for the District will not increase. A question and answer period followed.

##### **b. President Pasek opened the public hearing at 5:40 p.m.**

John Merchant commented on the calculated savings.

Les Clark asked if the savings was based on hourly use/rates. Mr. Carpol stated yes. Mr. Clark also commented on his concern regarding having a glare study done due to the location of the airport. Mr. Carpol stated that one will be done.

Kathy Cline asked about the rates being increased. Mr. Carpol stated that the contract has the District locked into a set rate that will not increase or decrease for the contract term.

##### **c. President Pasek closed the public hearing at 5:48 p.m.**

##### **d. Darlene Gillum stated that there are a few minor items in the contract that are being worked out. Richard Shanahan, District General Counsel, stated he approves the contract as to form. President Pasek asked Darlene Gillum and Richard Shanahan if they had any concerns with the contract and they both stated no. Mr. Shanahan recommended the Board adopt the Resolution.**

Director Pecotich commented on his concern regarding SMUD excluding the District from using solar power. Darlene stated she was not aware of any such exclusion but will double check. Director Pecotich asked about Purchase Agreement Item 5. Mr. Carpool stated that if

for some reason SolarCity is unable to complete the project, the District is guaranteed to be paid whatever amount needed to complete the project.

**Motion/Ferraro** to Adopt Resolution R2015-13, a resolution approving Solar Power Purchase Agreements and Performance Guarantee Agreements with SolarCity Corporation and making related findings required by Government Code Section 4217.12 regarding the installation of solar generating facilities at certain District sites. **Second/Pecotich. Roll Call Vote: Ayes: Pasek, Ferraro, Pecotich. Noes: None. Absent: Martel. Abstain: None.**

**11. CONSIDER APPROVAL OF EXTENSION OF TERM OF THE 1995 REIMBURSEMENT AGREEMENT BETWEEN RANCHO MURIETA COMMUNITY SERVICES DISTRICT AND SHF ACQUISITION CORPORATION**

Richard Shanahan, District General Counsel, stated that the original agreement is not clear and poorly written and, therefore, recommended that the Board approve a one (1) year extension from the date of expiration, allowing staff and legal counsel more time to research and resolve liability concerns. Affected parties were encouraged to negotiate a settlement in the one (1) year period.

**Motion/Ferraro** to authorize a one (1) year extension, from the date of expiration, to allow time for further research and resolution of liability concerns. **Second/Pecotich. Roll Call Vote: Ayes: Pasek, Ferraro, Pecotich. Noes: None. Absent: Martel. Abstain: None.**

Jim Wiley thanked the Board.

**12. CONSIDER APPROVAL OF RECYCLED WATER PROGRAM IMPLEMENTATION PLAN PROPOSAL**

Darlene Gillum and gave a brief summary of the recommendation to approve the proposal for the Recycled Water Program Implementation Plan. Kevin Kennedy, AECOM, gave an overview of the plan and the purpose of the plan. A question and answer period followed.

Director Ferraro requested that the item be continued to the October 7, 2015 Special Board meeting since Director Martel was not present. By consensus, the Board agreed. Kevin Kennedy will present a short PowerPoint presentation, including triggers as to what has to happen when.

**13. CONSIDER SACRAMENTO LAFCO AGENCY FORMATION COMMISSION NOMINATIONS FOR SPECIAL DISTRICT REPRESENTATION FOR SPECIAL DISTRICT COMMISSIONER OFFICE NO. 6.**

There was no nomination.

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

Darlene Gillum gave a brief update on the Water Treatment Plant Expansion Project. Recent work includes: ongoing wire pulling and terminations for power and control systems; installation of the pneumatic control system; installation of the disinfection control system; completion of the membrane tank coating; completion of Plant #1 canopy; siding replacement; painting of equipment and siding; high speed internet installation to accommodate GE's requirements and for SCADA system; delivery and set up of the computer server system; etc. As of this update, there has been no change to the schedule from Roebbelen Construction Management, showing that production of water from the new facility should occur during the week of November 6, 2015.

Director Pecotich commented on the District sending out a postcard announcing the completion of the project. President Pasek suggested staff make a video tour of the plant to post to the District's website.

**15. RECEIVE WATER CONSERVATION UPDATE**

Darlene Gillum gave a brief update on water conservation in the community.

**16. RECEIVE 2015 BOARD GOALS UPDATE**

Darlene Gillum gave a brief update on the 2015 Board Goals.

**17. RECEIVE BRIEFING ON RANCHO MURIETA PARKS COMMITTEE MEETING**

Director Pecotich stated that the items discussed at the September 8, 2015 Parks Committee meeting included: developing an MOU regarding the operating policy of the Committee; LAFCo authority over Parks; potential for creating a CFD to pay for a community center; the 130 acre park by the river that is a County park; and Escuela Park being part of Stonehouse Park. The next Parks Committee meeting is tentatively set for October 22, 2015.

**18. REVIEW MEETING DATES AND TIMES**

No comments.

**19. COMMENTS FROM THE PUBLIC**

Director Ferraro requested the Security Department review the community evacuation plans and suggested posting the plan on the District's website. Chief Remson stated he will work on developing one.

Director Pecotich stated he is working on developing ad hoc committees regarding reducing the home density proposed by developers.

Darlene Gillum stated that four (4) Letters of Interest were received for the vacant Director position. The candidates are: Les Clark, Stephen Murphy, Morrison Graf, and Larry Shelton. Appointment of the new Director will occur at the October 7, 2015 Special Board meeting.

Darlene also commented on staff meeting with ProWave Audio, a local company, regarding providing services for District meetings, including videotaping.

**20. ADJOURNMENT**

**Motion/Ferraro** to adjourn at 7:30 p.m. **Second/Pecotich. Ayes: Pasek, Ferraro, Pecotich. Noes: None. Absent: Martel. Abstain: None.**

Respectfully submitted,

Suzanne Lindenfeld  
District Secretary



## MURIETA VILLAGE ASSOCIATION

Rancho Murieta Community Services District  
P.O.. Box 1050  
Rancho Murieta, CA 95683

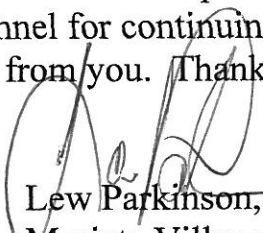
2015 SEP 16 P 4:53  
SEP 16 2015

President and Board of Directors

It has recently come to our attention that you may change the existing policy of issuing gate bar codes to residents of Murieta Village enabling their vehicles to enter Rancho Murieta property. We are concerned that the change may result in a restriction to our enjoyment of trails, lakes, river access, parks, fishing, golfing, charitable and entertainment events. Many of our residents maintain close ties to friends and family that live in Rancho Murieta. These features were an important consideration in the decision to purchase homes and move into the Village. This letter is to inform you that the Village residents and Board consider this to be an unfair change in the existing, long established policy to provide such access.

It is also very disturbing that the Village Board was not approached and consulted regarding the changes that are being considered. The issue was first raised and discussed openly at our regular monthly Board meeting on Monday, September 14<sup>th</sup>. Greg Remsom, Chief of Security was in attendance making a presentation on Security in general. When the question of bar codes arose at the end of his presentation, he was not able to respond to all of the questions. Since the Village Board had not been involved, we were unable to deal with the concerns effectively.

Rumors are running rampantly and misinformation is abundant. We are asking that you provide us with an explanation of what is being considered and why, and that a channel for continuing information be maintained. We look forward to hearing from you. Thank you.



Lew Parkinson, President  
Murieta Village Association  
14622 Poncho Conde Circle  
Rancho Murieta, CA 95683  
354-1298



SEPTEMBER 15, 2015

RANCHO MURIETA COMMUNITY SERVICE DISTRICT, BOARD PRESIDENT:

MY NAME IS CAROL HYDE AND I AM A PROPERTY OWNER AND RESIDE AT 14762 CARDOZA CT. IN THE VILLIAGE. I'M WRITING IN REGARDS TO AN ARTICLE ON RANCHO MURIETA .COM, ABOUT RMA POSSIBILTY EXCLUDING THE VILLAGE FROM GETTING STICKERS FOR PASSAGE INTO, BOTH THE NORTH AND SOUTH? I PURCHASED MY HOME IN DECEMBER OF 2005 AND LOOKED FORWARD TO USING THE LAKES, WALKING PATHS, GOING TO ETC AND WATCHING MY GRANDCHILDREN PLAYING MANY YEARS SPORTS, BOTH IN THE NORTH AND SOUTH. MY FAMILY DID MOVE AWAY, BUT I LOVE IT HERE AND BECAUSE OF THESE PRIVILAGES I *PLAN ON STAYING FOR MANY YEARS TO COME.*

WHEN I PURCHASED MY HOME, I WAS TOLD I NEEDED TO SUPPLY RMA A COPY OF MY DEED, SHOWING I OWNED PROPERTY IN THE COMMUNITY, ALONG WITH MY DRIVERS LICENSE AND A COPY OF A UTILITY BILL. THIS WAS FOR THE USE OF THESE AMENITIES AND I COMPLIED WITH THE RULES AND WAS ISSUED A CAR STICKER. ALSO A COUPLE OF MONTHS BACK I PAID FOR A STICKER FOR MY GOLF CART. AT NO TIME WAS I INFORMED OF ANY POSSIBLE CHANGE TO UPCOMING POLICY CHANGES?

I FEEL THAT RANCHO MURIETA IS A COMMUNITY OF PEOPLE, LIVING TOGETHER IN RANCHO MURIETA AND NO MATTER WHETHER IT'S ON THE NORTH, SOUTH OR VILLAGE, SEPERATING US MAKES ME FEEL THAT YOU ARE SEGREGATING US FROM THE REST OF THE COMMUNITY!!! AND IT SICKENS ME HAVE THAT FEELING.

DO WE HAVE TO STOP NORTH AND SOUTH FROM COMING ONCE A WEEK TO THE BOOK MOBILE , BECAUSE THEY DRIVE THEIR CARS, GOLF CARTS AND BIKES ON OUR PROPERTY AND WE DON'T CHARGE THEM FOR THAT USEAGE OR ANY OTHER EVENTS. I FEEL THIS COULD REALLY CAUSE SOME HATRED IN OUR COMMUNITY.

PLEASE DON'T DO THIS AND KEEP US A COMMUNITY OF REAL FAMILIES AND DO NOT KEEP US APART!!!

SINCERELY, CAROL HYDE



RECEIVED

AUG 31 2015

Rancho Murieta  
Community Services District

August 31, 2015

Rancho Murieta CSD  
P.O. BOX 1050  
Rancho Murieta, CA 95683

Subject: Letter of Interest, appointment to fill Board of Directors Vacancy

Greetings Board of Directors, RMCS D:

My name is Les Clark and this letter is my expression of interest in serving as a Board Director to fill the vacant position left by the resignation of Director Gumbinger.

My address is 6407 Lobo 2 Park (Lot 1705). My wife Sue and I have resided in the community for fifteen years, first arriving in June of 2000, and awaiting the completion of construction of our current home (completed in September 2000). After my semi-retirement in 2010, I began to recognize that I might someday, have opportunity to dedicate some time in service to the community. My business ventures since that time have matured to a point where I now can make a commitment of time and effort to that end. As you will see in the attached responses to the questions outlined in the Notice of Vacancy, I am particularly suited to provide valuable service as a Director of the Community Services District.

As a brief introductory summary, I am a registered professional Civil Engineer in the State of CA (PE 45144), and have spent a long forty plus year career intimately involved with planning, designing and implementing community serving civil infrastructure for large Master Planned Communities.

I look forward to your thoughtful consideration of this letter of interest, and offer the opportunity to answer any additional questions that any Board member or District staff member may have of me.

Sincerely



Les Clark P.E. 45144  
6407 Lobo 2 Park  
Rancho Murieta, CA 95683  
Ph: 916-354-8434  
Cell ph: 916-837-7539  
Email: [Les.clark@att.net](mailto:Les.clark@att.net)

Questions for Applicants:

1. What is your view of the role of a Director?

**The role of a Director is to act in concert with the Board as a whole in developing (amending) policies intended to carry out the Mission of the District to deliver chartered services to the Community. The Director has a fiduciary responsibility to assure that the Districts expenditures are focused on effective and efficient delivery of those services. The Director has a responsibility to make decisions in and for the best interests of all the members of the Community served by the District.**

**A Director must be familiar with all District Policies, ordinances, and systems master plans, etc., as well as the overall community Master Plans, and make decisions that are consistent with those adopted/approved plans. Directors should not make decisions that are openly contrary to those adopted plans, even in light of a majority of comments from residents to the contrary. The proper procedure would be to act in compliance with those plans until they are officially amended.**

**A Directors role is not ministerial. They have a responsibility to appoint the General Manager and assure that the resources required to carry out the direction of the Board are provided, consistent with their fiduciary responsibility to the Community. The Board of Directors must establish and provide the Districts goals and priorities to the General Manager, who is accountable to the Board of Directors for implementing them. The Director is not a manager of either District employees or projects, and should not act in that capacity in any way. The General Manager and their staff are tasked with carrying out the direction of the board, and Directors should continually evaluate their own individual conduct to assure that their actions do not encroach on the General Managers ministerial duties.**

2. The District is currently holding two board meetings a month on the first and third Wednesday that last on average of 2.5 - 3.0 hours (depending on the number and type of agenda items) and begin at 6:00 p.m. and 5:00 p.m., respectively. From time to time special meetings or closed sessions are called that require Director attendance that may be scheduled during business hours, evenings or weekends. Please describe your ability to commit to the hours required to serve as a District Director.

**I understand the above schedule of meetings, and am able to attend most, if not all scheduled meetings. No mention of the additional duties of committee meetings (which may resume in March 2016) is included above, but I am also able to commit to those meetings as well. I am quasi-retired, working from my home on several independent business ventures. My other business activities may, on infrequent occasions, require travel. I would give District duties due consideration in the light of a conflicting engagement.**

**I, like anyone else do have a family and certain family activities may occasionally interfere. I may on occasion need to miss a meeting or two throughout the year for family affairs.**

3. What regular contact and/or business have you had with the District in the immediate past 24 months?

**I have had relatively little regular contact or business with the district in the past 24 months. I have on occasion, attended board meetings in an attempt to learn more about the CSD and the Board.**

4. Describe your education and work-experience. Please explain how your education and experience will serve to enhance your contribution to the District as a Director.

**I am a registered professional Civil Engineer in the State of California. I retired from a position as Vice President and northern CA Director of Land Development services for a mid-sized engineering firm with 13 offices in the western United States, for which I worked more than 12 years. Prior to that, I was Engineering Manager for another local engineering firm with focus on major land development projects, and worked for that firm for 19 years. (Both of these firms have history of services relating to Rancho Murieta) Prior to that I worked 9 years for an engineering firm involved in airport facilities design.**

**My predominant experience and focus was planning and design of Master Planned Communities. I have dedicated the last 15 years of my career focusing on integrated, sustainable civil infrastructure serving large Master Planned Communities. Through much of my career, I prepared or managed the preparation of civil infrastructure master plans for drainage and flood control, sanitary sewer collection and treatment, and water supply, treatment and distribution systems, as well as community roadway systems. This effort has involved many years of participation in the regulatory processes necessary to obtain approval of these documents. I have prepared, read, reviewed and actively commented on a wide range of entitlement and environmental documents, as well as infrastructure financing plans and capital improvement programs.**

**I have an extensive background and understanding of drainage and flood control hydrology and hydraulics, and was an early proponent of storm water quality management. I sat on the CA Storm Water Quality Task Force that developed the first State standards in the 1990's, and continued my involvement with the County of Sacramento, assisting development of their first standards.**

**My current professional business pursuits are in the arena of distributed renewable energy resources, including solar PV and thermal, as well as wind and biomass resources.**

**I have developed a substantial body of knowledge of the types of services that the District provides this community. I understand how they operate, how they were planned and designed, and the benefits that each brings to the community. This**



**knowledge base will guide me to informed decisions as a Director.**

5. From your perspective, what are the major items/issues currently facing the District. Please provide a brief explanation of your understanding of each issue.

**I am not sufficiently familiar with current District matters, at this time, to have a good understanding of specific major issues. If selected, I would need to spend some time becoming more familiar with specific District issues. With the support of staff and other Board members assisting in that education process, it should progress quickly.**

**One current issue that may be a major one, is the idea of careful review, approval and management of proposed development within the community. A major aspect of that will be education of community constituents on matters that they have little or no current knowledge of. Many will obfuscate non-factual or unrelated issues in their emotional desire to keep things as they are. That education will require much effort and patience, but it must be done openly, honestly, and thoroughly, in a low key but friendly manner. It will be necessary to maintain vigorous coordination, and record keeping to assure that answers provided are sound, fact based and consistent with approved policies, master plans and financing mechanisms.**

6. How should a Director respond to questions/comments/suggestions from constituents?

**A Director should respond to questions/comment/suggestions from constituents with total impartiality, acting as a conduit of the communication from the constituent to the District staff or Board; indicating understanding of the issue, or asking probing questions until the issue and the constituents position on the issue are well understood, without conveying in return, any position other than that of understanding, and a willingness to bring it to the attention of District General Manager or the Board of Directors.**

RECEIVED

SEP 22 2015

Rancho Murieta  
Community Services District

September 9, 2015

Rancho Murieta Community Services District  
P.O. Box 1050  
Rancho Murieta, CA 95683

RE: Vacancy on the Board of Directors

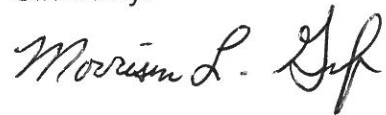
To whom it may concern

My name is Morrison Graf and I have been a resident of Rancho Murieta since 1998. I have recently become aware that you are looking to fill a vacancy on your Board. With my education and work experience I feel that I am qualified to fill that position and hereby submit my application for your consideration.

I have answered the Applicant questions you requested as an attachment to this letter.

Thank you for your consideration.

Sincerely,



Morrison L. Graf (354-9768)  
6802 Terreno Dr.  
Rancho Murieta, CA 95683

## QUESTIONS FOR APPLICANTS—Morrison L. Graf

1. What is your view of the role of a Director?

***A Director is a representative from the community who brings his understanding of the needs of the community to the District and is involved with helping the District set direction and guidance for their projects and operations.***

2. The District is currently holding two board meetings a month on the first and third Wednesday that last on average of 2.5-3.0 hours (depending on the number and type of agenda items) and begin at 6:00 p.m. and 5:00 p.m. respectively. From time to time special meetings or closed sessions are called that require Director attendance that may be scheduled during business hours, evenings or weekends. Please describe your ability to commit to the hours required to serve as a District Director.

***I retired from my career in 2013 and therefore have no regular business commitments. Besides personal vacations or conflicting family events I see no problem committing to the position and the expected hours described above.***

3. What regular contact and/or business have you had with the District in the immediate past 24 months?

***I have not had any regular or business contact with RMCSO other than being a customer.***

4. Describe your education and work-experience. Please explain how your education and experience will serve to enhance your contribution to the District as a Director.

***B.S. in Civil Engineering 1981 - University of California, Berkeley  
Registered Professional Civil Engineer in the State of California (C39571)***

***Continental Heller Construction (1981-1983) Project Management  
HMH Construction (1983–2003) Project Management, Chief Estimator, Vice Pres.  
Sutter Health – Director of Facility Planning & Development (2003-2013)***

***With my civil engineering education and over 30 years in the construction industry (being involved with projects from concept, through planning, development, design, permitting, construction and occupancy) gives me a broad expertise to bring to the Board to assist in developing the appropriate direction for the RMCSO. In my career I have sat on “both sides of the table” (Contractor and Owner) and so I have an understanding of the needs and desires of both sides as well as the direct technical understanding of the systems that RMCSO manages.***

**QUESTIONS FOR APPLICANTS—Morrison L. Graf (cont.)**

5. From your perspective, what are the major items/issues currently facing the District. Please provide a brief explanation of your understanding of each issue.

***New Water Treatment Plant – The Plant project is running late so proper oversight of the completion, start-up, and commissioning of the plant is key to making sure the functions are stable and reliable for the coming seasons.***

***Development – The infrastructure expansions that will be required for the build-out of the community need to be effectively planned and implemented recognizing the variability of the housing market demand and developer abilities. Effective communication with the community is important during these development and implementation phases.***

***Aging Infrastructure - With facilities as old as Rancho Murieta itself many of the systems will need to have replacement plans developed with appropriate funding as failures start / continue to occur.***

6. How should a Director respond to questions/comments/suggestions from constituents?

***A Director should always be willing to receive constituent questions / comments / suggestions, be able to address the decisions that have already been made by the Board, and encourage the constituent to bring unresolved items to the Board for consideration.***



Rancho Murieta Community Services District  
P.O. Box 1050  
Rancho Murieta, CA 95683

RECEIVED  
AUG 31 2015  
Rancho Murieta  
Community Services District

August 31, 2015

RE: Notice of Vacancy on the Board of Directors

Dear Board Members,

I have always been active in the communities where I have lived as a way to contribute to the community and be informed about the activities of local governing boards. I wish to continue this practice within the Rancho Murieta Community by serving on the Board of the Community Services District.

My education and work experience in the commercial construction industry has offered me many opportunities to effectively solve production, performance, scheduling, and personnel issues.

I submit the following applicant question responses as evidence of my desire, commitment, and ability to serve as a Community Services Director.

Sincerely,



Stephen L. Murphy  
15365 De La Cruz Drive  
Rancho Murieta, CA 95683  
Phone #: 916-354-9945

Attachment enclosed

Questions of Applicants

1. What is your view of the role of Director?
  - To represent the customers of the CSD district to ensure they receive the highest value of services in return for their money including reviewing, monitoring, and approving the CSD budget and expenditures.
  - Ensure that the services provided by CSD are fully transparent and in accordance with all government laws, rules and regulations.
  
2. The District is currently holding two boards meetings...
  - I do not have any personal or professional conflicts with the scheduled board meetings or other special meetings. I am fully retired and my schedule is flexible.
  
3. What regular contact and/or business have you had with the District...
  - My past contact with CSD since purchasing property in 2003 has consisted of attending and speaking at several board meetings. Additionally, during the planning process and construction of my present residence, several field coordination discussions were held.
  
4. Describe your education and work experience...
  - My education includes: BS in Architectural Construction, and a Masters in Business Administration.
  - My entire working career of 43 years has been in a supervisory capacity in the commercial construction industry; and also in the Army Corps of Engineers for two years early in my career.
  - I am a licensed general contractor in California.
  - I am an LEED accredited professional.
  - A member of the RMA maintenance committee - one year
  - An ARC member - two years
  - Served on Town of Danville Planning Commission six years including Chairperson
  - Served on two Town of Danville traffic study committees, one year each
  - Served as a Danville Crest Homeowners Association President for 10+ years
  - Served on various other regional and national professional organizations including offices of Sec., VP, and President
  
5. From your perspective, what are the major items/issues...
  - Improved transparency and understanding between CSD and the customers it serves
  - Assurance that the information and coordination of issues between all impacted parties concerning the new development is transparent to the general public
  - Completion of the water treatment plant and expedited closure of the contract
  
6. How should a Director respond to questions/comments/suggestions...
  - One of the Directors prime responsibilities is to address all of the district's customers' concerns in a manner that is timely, factual, and understandable. A written document deserves a written response or a discussion and documented response at an open meeting with special notification to the originator of the concern.

RECEIVED

SEP 11 2015

To: Rancho Murieta Community Services District Board of Directors

September 4, 2015 Rancho Murieta  
Community Services District

I understand there is a vacancy on the Rancho Murieta Community Services District Board of Directors for the 2016 year. The following narrative will offer insight into my qualifications as a Board member.

I view the role of a RMCS D Director as a representative of the community. Area constituents should be encouraged to attend Board meetings; suggesting agenda items to the Board for discussion and to hopefully find solutions. The Board is currently making many difficult decisions related to expansion and development. It is critical that we understand the concerns and opinions of the people in Rancho Murieta and make the best decisions possible on their behalf.

I'm retired, which gives me plenty of time to be involved with community activities, to understand residents' concerns, and to be an active Director for the interests of the District. In particular, participating in all activities as a RMCS D Board and Committee member as well as attending other meetings and functions where residents might discuss their concerns and issues.

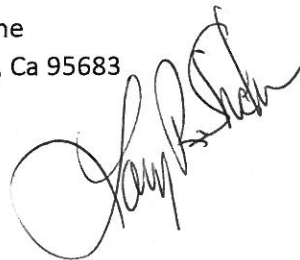
I am a relatively new resident in Rancho Murieta having lived here only 7 months. And as of yet, I have had very little contact with any Rancho Murieta governing bodies. However, I am a quick study and will get up to speed swiftly on issues. Due to my previous scientific work in the Cosumnes Basin, I am already very familiar with historic activities in the area (see below).

I had a 40 year career working for the US Geological Survey, Water Resources Division. The last 18 years were here in California, with most of those years assigned to the National Water Quality Assessment Program. As an Agency our mission was to fully understand the nation's water systems, including both water availability and contamination issues. The resulting findings included the development of many scientific solutions. I was tasked to establish scientific standards for this research program, nationwide. These standards were used to better understand the effects of drought conditions and contamination on national and local water systems. One of our key reference locations was the Cosumnes River at Michigan Bar Road, a 'National Benchmark Station'.

As Rancho Murieta moves forward, water issues will become more critical. Currently our water source is plentiful and very clean with little human contamination. However, with reduced water availability due to drought conditions, and increased water needs due to population expansion, the volume and quality of our available water will suffer significantly. I feel my background and knowledge will be of value as we adjust to these new environmental conditions.

As a resident of Rancho Murieta I would consider it a privilege to represent the residents of the area as a member of the RMCS D Board of Directors.

Larry Shelton  
6933 Lindero Lane  
Rancho Murieta, Ca 95683  
916-955-9955



# *Oath of Office*

State of California

County of Sacramento

*For the office of Director, Rancho Murieta Community Services District.*

*I, \_\_\_\_\_, do solemnly swear that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.*

---

*Term Expires: November 2016.*

*Subscribed and sworn before me, this 7<sup>th</sup> day of October, 2015.*

---

*Suzanne Lindenfeld, District Secretary*

## MEMORANDUM

Date: October 2, 2015  
To: Board of Directors  
From: Paul Siebensohn, Director of Field Operations  
Subject: Consider Approval of Recycled Water Program Implementation Plan Proposal

---

### RECOMMENDED ACTION

Approve proposal from AECOM for development of a Recycled Water Program Implementation Plan, in an amount not to exceed \$52,889, which includes a 5% contingency. Funding for Tasks 1, 2, 4, and 5 in the amount of \$42,638 to come from Water Supply Augmentation Reserves and Task 3 in the amount of \$10,251 to be paid from Developer Facility Extension funds.

### BACKGROUND

In April 2012, the Board approved the preparation of the Title XVI Feasibility Report for the study of the District's future recycled water program. In September 2012, the Board approved the Cooperative Agreement with the Bureau of Reclamation for grant funds in support of the Title XVI study. In July 2013, the Title XVI Feasibility Study was adopted by the Board. The Study was based on the best information available at the time which appeared to be that the properties with tentative map approval (the 670 Group property as commonly named by the District) would be the first properties to develop; thereby being the first properties to produce new recycled water. The other undeveloped properties, primarily the remaining Rancho Murieta North properties, would be developed some time down the road as they did not appear to be nearing the development planning and approval process.

The final Title XVI Feasibility Study was used as the basis for the Title 22 Engineering Report that was adopted by the Board in November 2013. The Title 22 Engineering Report was needed to incorporate into the District's Master Reclamation Report of Waste Discharge and the Master Reclamation Permit Application. The Master Reclamation Permit was approved by the Board for filing in December 2013. The District received the approved Master Reclamation Permit in December 2014.

The Title 22 Engineering Report identifies proposed areas for the receipt of recycled water when it becomes available. The Report is based on the best information available at the time (late 2013) as to the density and development priority of undeveloped land. As property is developed, the District needs to evaluate the impact on the Recycled Water Program in more specific detail and provide notice to the Regional Board of how the recycled water produced by new development will be disposed within the District's boundary.

Subsequent to all of the above activities, the undeveloped Rancho North properties were bought by a new development team, Rancho North Properties, and they commenced the development

planning and approval process sooner than was assumed in the original Title 22 Engineering Report. This change in development priority needs to be evaluated and updated in the District's plans for implementing the Recycled Water Program.

District staff is recommending that the AECOM proposal to support the implementation of the District's Recycled Water Program be approved.

Task 1 of the proposal will evaluate the impacts on the necessary recycled water facilities resulting from the change in development priority of the undeveloped land within Rancho Murieta. This effort is critical in the successful implementation of the Recycled Water Program.

Task 2 of the proposal will assist the District in reaching out to the Rancho Murieta Country Club in communicating the District's Recycled Water Program and the District's desire to incorporate the existing golf course recycled water conveyance system into the Recycled Water Program. The District and RMCC will need to agree on the terms and potential use of the RMCC infrastructure. In addition, the District and RMCC need to discuss, negotiate and understand the implications of the Recycled Water Program on the Availability of Water Agreement between both parties. The District will not be able to approve any active connections to the RMCC recycled water conveyance system until agreement is reached.

Task 4 of the proposal will address the planning of the facility improvements, expansion of the chlorine contact basin and additional storage reservoir, needed to accommodate future development. While these facility improvements are not needed to support the wastewater generated by the initial new development, it is critical for the District to stay ahead of the needs generated by development to avoid and prevent any wastewater discharge violations.

Task 5 of the proposal addresses the need for the District to develop residential and contractor reference material for the proper installation of recycled water irrigation systems. This is critical to have in place for developments that will be required to incorporate the use of recycled water on their properties. These reference materials will be incorporated into the District's Recycled Water Design Standards.

The development of the proposed Recycled Water Program Implementation Plan (RWPIP) will facilitate items necessary to meet the requirements of the Regional Water Quality Control Board's Waste Discharge Requirements (WDR) and District needs by planning for and outlining the necessary next steps for:

The complete implementation of a Recycled Water Program will occur over a relatively long period of time. Therefore, the proposal is based on time and materials.

The third task of the proposal, Task 3, is needed to support the District in reviewing Developer proposed plans to ensure the plans i) meet the overall requirements of the District's Recycled Water Program and ii) are in compliance with the Regional Board's water discharge requirements. This work is not duplicative of planning review by the County. The cost of this task will be charged to developer deposit funds as the task relates to review of specific developer project plans.

Kevin Kennedy from AECOM will make a presentation to the Board providing more detailed information and the projected priority of tasks related to the Recycled Water Implementation Plan.

Aug. 3, 2015

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

**Re: Recycled Water Program Implementation  
Proposal for Professional Services**

Dear Paul,

AECOM is pleased to provide you with this proposal for Professional Services to support the implementation of the Rancho Murieta Community Services District's (District's) Recycled Water Program (RWP) as permitted, and part of the District's Waste Discharge Requirements R5-2014-0149 (WDR) and described in the District's Recycled Water Standards.

### **SCOPE OF WORK**

#### **Task 1. Improvements Schedule**

AECOM will provide the RMCS D an updated schedule for the phasing of recommended recycled water facilities (Phases 1 and 2) as outlined in the Title XVI Recycled Water Feasibility Study, dated July 2013 and WDR. Trigger points for each improvement will be time-phased to correspond with current, planned development; taking into account periods required for facility planning, environmental compliance and permitting, financing, engineering and construction. An update to the proposed development plan will be prepared by AECOM based on discussion and information obtained from local developers and the District.

**Deliverables:** (1) Draft copy (electronic MS Word format), for District review and comment (electronic MW Word format, and (1) final hard copy to the RMCS D for their files.

**Assumptions:** AECOM will prepare the improvements schedule based off the current, projected development schedule submitted by the Developer/Engineer and approved by the RMCS D.

#### **Task 2. Stakeholder Outreach Support**

AECOM will provide coordination with the Rancho Murieta Country Club (RMCC) and the District to determine the specific details associated with incorporating the existing golf course recycled water conveyance system into the RWP. Specific details may include, but not be limited, to ownership, operation, maintenance, replacement, etc.

**Assumptions:** AECOM assumes an Operations and Maintenance agreement will be required between the RMA and the District. The agreement format is undefined at this time (e.g., it may be in the form of an update/addendum to an existing agreement or a new agreement).



**Potential Deliverables (per District request):** (1) Meeting scheduling, coordination, material preparation and material (agenda, presentation, etc.) in electronic MS Word format, for District review and comment and (1) final meeting material to the District in electronic pdf format.

### **Task 3. Development Discharge Requirement Support**

AECOM will provide coordination with the Developer and the District and review the Developers compliance with the Regional Water Quality Control Boards waste discharge requirements; including the review and approval of improvements completion reports, capacity increase reports and use area expansion reports. AECOM will provide Quality Assurance/Quality Control (QA/QC) to the District for all proposed design criteria, approaches/configurations, improvements and supporting calculations submitted by the Developer; validating proposed improvements conform to the District overall RWP.

**Assumptions:** Developer to prepare complete submittals in the approved format described in adopted District standards, requirements, etc. In some cases, Sacramento County standards and requirements may be referenced.

### **Task 4. Improvement Alternative Analysis**

AECOM will provide facility planning for the chlorine contact basin and reservoir expansion including; develop hydraulic models of the existing and expanded recycled water delivery system, optimize and finalize facility locations and alignments, refine design criteria and sizing, identify land requirements, and provide cost estimates reflecting construction and capital (total cost including soft costs) costs.

**Deliverables:** (1) Draft copy of alternative analysis technical memorandum (electronic MS Word format), for District review and comment (to be provided in electronic MW Word format), and (1) final hard copy to the District for their files in pdf format.

### **Task 5. Recycled Water System Implementation Process**

AECOM will develop residential and contractor reference material for recycled water irrigation system installations to be incorporated into the District's design standards. It is understood that some of this information has already been identified and compiled by the District. It is understood that ultimately, the District will likely post this information of their website.

**Deliverables:** (1) Draft copy (electronic MS Word format), for District review and comment (electronic MW Word format, (1) electronic copy for the District website upload, and (1) final hard copy to the District for their files and website maintenance (provided in electronic and editable format).

## **SCHEDULE**

A minimum of one month from Notice to Proceed is anticipated to be required for the development of the draft implementation schedule (Task 1). The implementation schedule will also describe the timeline proposed for the three remaining tasks.

## **PROPOSED FEE**

RWP implementation will occur over a relatively long duration and could require up to a decade or more to complete. Our proposed fee for the initial 6 to 9 month period is \$50,371. This level of effort is based on the following:

**Task 1:** Complete development of a District-approved RWP implementation schedule that will be used and updated throughout the project.

**Task 2:** It is understood that it may be a few months before the District re-re-initiates RMCC discussions. The proposed fee assumes development of draft meeting agenda and presentation materials.

**Task 3:** Developer co-ordination meeting preparation, attendance and follow-up (up to two meetings per month). Review of Developer proposed District-wide design criteria, approaches/configurations, etc. AECOM Level of effort and costs for review of development-specific proposals (e.g., Murieta Gardens and The Retreats) are accounted for elsewhere.

**Task 4:** Proposed alternative analysis table of contents to be prepared and reviewed by the District. It is anticipated that a portion of this technical memorandum can be initiated or completed within the proposed fee.

**Task 5:** Initial draft of residential and contractor reference material for District review. Initial draft of material for website upload.

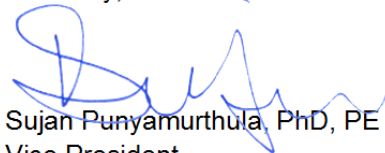
The actual duration this budget supports shall be based on District assignments (which shall be described and approved by Paul Siebensohn via email ahead of time) and AECOM costs. The level of effort associated with the proposed fee is detailed in the attached Table 1 - Estimated Work Effort and Cost.

Prior to any addendums to this contract, AECOM will reevaluate level of effort and activities with the District and make modifications to the proposed fee accordingly. We propose to conduct this project on a time and material basis.

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

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

Sincerely,



Sujan Punyamurthula, PhD, PE  
Vice President



for Kevin Kennedy, PE  
Senior Project Manager

**TABLE 1 - EFFORT AND COST**

Implementation Plan									7/15/2015	
Rancho Murieta Community Services Distrct										
	\$220	\$185	\$170	\$145	\$130	\$100	\$70	EXPENSES	TOTAL LABOR	DIRECT COSTS TOTAL
	GROUP MANAGER/QC	SENIOR II MANAGER	SENIOR I ENGINEER	ASSOCIATE ENGINEER	ASSISTANT ENGINEER	ENGINEERING TECH	CLERICAL			
Task Description										
Task 1. Improvement Schedule	10	24		40				\$995	\$12,440	\$995
Task 2. Outreach support (future)	16							\$282	\$3,520	\$282
Task 3. Collection System Development Support	8	8		40				\$723	\$9,040	\$723
Task 4. Improvement Alternative Analysis	16	32		56				\$1,405	\$17,560	\$1,405
Task 5. Reclaimed Water System Implementation Process	8			16				\$326	\$4,080	\$326
Sub Total Hrs.	58	64	0	152	0	0	0	N/A	\$46,640	
Sub Total \$	\$12,760	\$11,840	\$0	\$22,040	\$0	\$0	\$0	\$3,731	\$46,640	\$3,731
									<b>TOTAL</b>	<b>\$50,371</b>



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

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

Hourly rates include a standard multiplier of 3.0 to 3.1.

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

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

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



EDMUND G. BROWN JR.  
GOVERNOR

MATTHEW RODRIGUEZ  
SECRETARY FOR  
ENVIRONMENTAL PROTECTION

## Central Valley Regional Water Quality Control Board

11 December 2014

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

**CERTIFIED MAIL**  
**7012 2210 0002 1419 5762**

**NOTICE OF ADOPTION  
OF  
ORDER R5-2014-0149  
WASTE DISCHARGE REQUIREMENTS  
AND  
MASTER RECYCLING PERMIT FOR  
RANCHO MURIETA COMMUNITY SERVICES DISTRICT  
WASTEWATER TREATMENT AND RECLAMATION PLANT  
SACRAMENTO COUNTY**

Waste Discharge Requirements (WDRs) and Master Recycling Permit Order R5-2014-0149 for the Rancho Murieta Community Services District Wastewater Treatment and Reclamation Plant was adopted by the Central Valley Water Quality Control Board on 4 December 2014.

Although the WDRs allow wastewater discharge to land, the discharge is a privilege not a right and may be revoked at any time. A copy of the Order must be maintained at the facility and must be accessible to anyone operating the wastewater system. Please note that the Provisions section of the WDRs requires submittal of certain technical reports by the dates provided in the Order. The required submittals include the items in the following table.

Required Reports	Due Date
Improvements Completion Report	Upon completion of any improvements construction work and <b>at least 60 days prior</b> to operational use of such facilities or systems.
Capacity Increase Report	<b>At least 60 days prior</b> to increasing the WWRP influent flow to more than 0.5 mgd as an average dry weather flow limit.
Capacity Increase Report	<b>At least 60 days prior</b> to increasing the WWRP influent flow beyond the flow limit in effect at the time.
Use Area Expansion Report	<b>At least 60 days prior</b> to conveying recycled water to any Use Area not defined in this Order.

In addition to technical reports required by the WDRs, the WDRs include a Monitoring and Reporting Program (MRP), which specifies monitoring and reporting requirements for you to



implement. Please review the MRP closely so that you may establish appropriate sampling schedules and reporting protocols. The required monitoring report submittal dates are in the table below.

Required Monitoring Reports	Due Date
Monthly Monitoring Report	<b>1<sup>st</sup> day of second month</b> following the sampling (the January Report is due by 1 March)
Annual Monitoring Report	<b>1 February</b> of each year

Please be advised that the monitoring reports must be submitted on time and complete. Monitoring reports must include all of the items described in the Reporting Section of the MRP. **The first monitoring report required under this Order is due on 1 February 2015 and is to cover the month of December 2014 monitoring. The Annual Monitoring Report is also due on 1 February 2015, and is to cover the 2014 calendar year.**

All monitoring and technical reports required by the Provisions of the WDRs and the Monitoring and Reporting Program must be submitted by email to our Electronic Content Management (ECM) system. Monitoring reports must be accompanied by a completed Monitoring Report Transmittal Sheet (blank copy enclosed).

To use the ECM system, convert each letter, report, etc. to a searchable Portable Document Format (PDF) file and email it to [centralvalleysacramento@waterboards.ca.gov](mailto:centralvalleysacramento@waterboards.ca.gov). To ensure that your submittal is routed to the appropriate staff person, please include the following information in the body of the email: Attention Guy Childs, Non15 Program Enforcement/Compliance Unit. In addition, please include the Discharger name, facility name, county, and CIWQS place ID in the body of the email (this information was provided to you in the Executive Officer's 26 September 2014 letter).

To conserve paper and reduce mailing costs, a paper copy of the Order has been sent only to the Discharger. Interested parties are advised that the full text of this Order is available at: [http://www.waterboards.ca.gov/centralvalley/board\\_decisions/adopted\\_orders/](http://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/). Anyone without access to the Internet who needs a paper copy of the Order can obtain one by contacting Central Valley Water Board staff.

Now that the permit has been adopted, the Board's Compliance and Enforcement Section will take over management of your case. Guy Childs is your new point of contact for any questions about the Order. If you find it necessary to make a change to your permitted operations, Guy will direct you to the appropriate Permitting staff. You may contact Guy at (916) 464-4648 or at [gchilds@waterboards.ca.gov](mailto:gchilds@waterboards.ca.gov).



ANNE OLSON, P.E.  
Senior Water Resource Control Engineer  
Waste Discharge to Land Permitting Unit

## MEMORANDUM

Date: October 1, 2015  
To: Board of Directors  
From: Paul Siebensohn, Director of Field Operations  
Subject: Approve Water Treatment Plant Bird Netting Proposal

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### RECOMMENDED ACTION

Approve proposal from Nationwide Bird Control for bird netting at the water treatment plant in an amount not to exceed \$26,901, which includes a 5% contingency of \$1,281. Funding to come from Water Treatment Plant Construction Fund Reserve, Reynen & Bardis Letters of Credit and CFD 2015-1 Bond Funds.

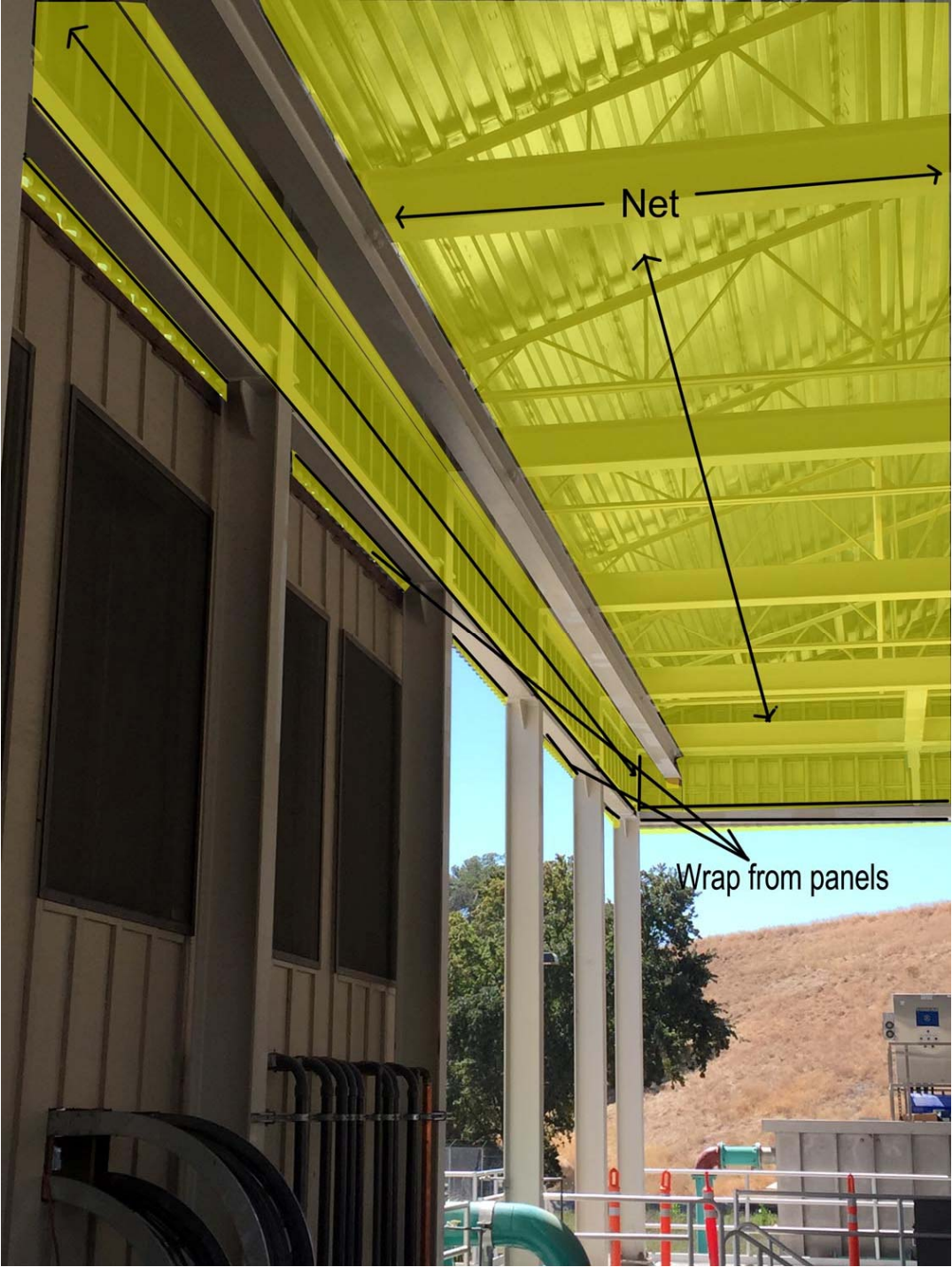
### BACKGROUND

While the canopy structure for the Water Treatment Plant Expansion Project was being erected, swarms of Swallows were flying in and out of the structure looking for places to nest in the new structure. Due to the concerns of water quality and cleanliness of the facility, it was recommended that we pursue the installation of bird netting.

Attached are two (2) quotes for providing bird netting underneath the canopy and on the outside eaves of the canopy. Advanced Integrated Pest Management's proposal is \$22,934 for the interior and \$9,066 for the exterior eaves, for a total of \$32,000. Nationwide Bird Control's proposal is for \$25,620 for the interior and exterior eaves. Both companies are reputable businesses with good experience and references.

Staff recommends Nationwide Bird Control.

Visual depiction of where netting would be installed is shown in pictures below.







## **Bird Net Specifications:**

### **2.2 Model Designation**

2.2.1 Bird Net 2000 3/4" Mesh, available in black, white, stone or translucent with 12/6 and 12/4 strand configurations.

2.2.2 Bird Net 2000 1-1/8" Mesh, available in black, white, stone or translucent

2.2.3 Bird Net 2000 2" Mesh, available in black, white, stone or translucent

### **Material**

Material: Ultra-violet stabilized polyethylene plastic Construction: 3 x 2 ply. Three groups of two strands are wrapped into a tight, rope-like group of six. Breaking Strength: 48 pounds per strand

Size: Mesh available in 3/4", 1-1/8", 2", 4" and 6" Sizes: 25'x25', 25'x50', 25'x75', 50'x50', 50'x75', 50'x100' Unlimited custom sizes available up to 500' x 500'. Colors: Black, white, stone (beige) and translucent

### **2.3 Mounting Systems**

2.3.1 Solid steel: for corner attachments use Bird B Gone corner bolts with lock nuts or Bird B Gone multipurpose fasteners with powder actuated fire-in pins. Use Bird B Gone multipurpose fasteners with powder-actuated fire- in pins, for intermediate attachments.

2.3.2 Steel I-beams: for corner attachments use Bird B Gone corner bolts with lock nuts and for intermediate attachments, use the appropriate size Bird B Gone girder clip.

2.3.3 Sheet metal: use Bird B Gone multipurpose fasteners with self-tapping screws for corner/intermediate attachments.

2.3.4 Brick, concrete and stone: for corner attachments use Bird B Gone expanding corner net bolts and for inter- mediate attachments use one of the following Bird B Gone attachments, open or closed net loop, net spike, or split pin and anchor rivet.

2.3.5 Wood: for corner attachments use Bird B Gone screw eyes and for intermediate fasteners use one of the following Bird B Gone spade screw, screw eye or split pin and anchor rivet.

2.3.6 Stucco: for corner attachments use either Bird B Gone corner net bolts or screw eyes and for intermediate fasteners use Bird B Gone Kwik togs with eye loops. For smaller installations it is possible to use Bird B Gone thin wire net clips for intermediate attachments.

2.3.7 Upon completion of installing corner bolts and inter- mediate attachments, using a Bird B Gone crimping tool and ferrules attach cable to a corner bolt. Then guide the cable through the intermediate attachments (straight runs of cable are the only acceptable way to install cable). At the opposite end of the cable run, a turnbuckle (opened all the way) will be installed using ferrules and a Bird B Gone crimping tool to tension the cable.

2.3.8 Special systems available where holes are not desired.

2.3.9 Special tools such as Bird B Gone Crimping tool and Hog Ring tool are necessary to insure the proper installation of Bird Net 2000.

2.3.10 Correct intermediate attachment placement 2" and 1 1/8" Bird Net 2000 every 4 feet, \_" Bird Net 2000 every 3 feet.

### **Execution**

### 3.1 Examination

3.1.1 Examine installation area. Notify architect of detrimental work conditions.

3.1.2 Do not proceed until conditions are corrected.

### 3.2 Surface Preparation

3.2.1 Bird droppings shall be removed in a safe manner; large quantities shall be removed and disposed of by reputable waste removal companies. Work areas shall be cleaned, and repair work shall be done in areas which will be excluded by Bird Net 2000.

3.2.2 Remove or repair articles that may damage the Bird Net 2000 after installation, such as tree limbs, brush, and loose parts of the building.

### 3.3 Installation

3.3.1 Install Bird Net 2000 as recommended by the manufacturer. Bird Net 2000 shall fit the area to be protected perfectly so pest birds cannot enter the protected area, and so the netting blends perfectly with the architecture.

3.3.2 Bird Net 2000's correct mesh size shall be specified to insure exclusion of the correct pest bird.

3.3.3 Bird Net 2000 shall be installed "tight-as-a-drum" to insure a secure, long-lasting installation that is very hard to see. Loose installations will not stand the test of time, will look unsightly and may entrap birds.

### 3.4 Inspection

3.4.1 Visually inspect Bird Net 2000 for poor adherence to mounting surfaces, or other problems related to poor installation or surface preparation.

3.4.2 Repair as necessary immediately.

## **OM-Operation, Maintenance**

If the Bird Net 2000 is installed per our specifications, the product should be virtually maintenance free. Wind or rain will not damage the net as long as it is secured per our specifications. Five year manufacturer's warranty against ultra-violet breakdown and defective workmanship.



## *Nation Wide Bird Control*

- ◆ *Performance*
- ◆ *Reliability*
- ◆ *Integrity*

*Serving Government and Industry*

10/2/2015

Jeff Dees  
Roebbelen Construction  
1241 Hawks Flight Court  
El Dorado Hills, CA 95762

Re: Rancho Murieta WTP Bird Netting

**Scope:**

Furnish and install ¾” mesh bird control netting to prevent bird access o the canopy.  
Netting will be secured to stainless steel support cables

The bird netting will cover the main bay directly above the mobile crane support beams.  
The corrugated panels require that netting be installed from the roof eaves down to the horizontal beam below the panels where it will rap underneath and rise vertical to met the horizontal panel across the main bay.

The gables will be netted also as gaps exist between the panels and the roof decking and structural beams.

Access will be with a pair of boom lifts.

Work is expected to take up to 6 days to complete.

Cost for Service is \$25,620.00. Price includes materials, lift equipment, labour at Prevailing Wage rates, mob/demob and sub/per diem.

Please call with any questions you may have regarding this proposal. (209) 835-5654

September 10, 2015

Roebbelen Construction

Jeff Dees- Project Manager

jeffd@roebbelen.com

The following proposal is submitted for the installation of Bird Netting at the Rancho Murieta Water Treatment Plant Roof Canopy.

**Scope of work:** Install 4 sections- 28' X 40' each—of ¾ inch Bird B Gone Black Netting with all hardware at the underside of the roof canopy. Install 12 6' zippers at the light fixtures.

**Warranty:** The Bird Netting will have a ten (10) year warrant and the installation will have a two (2) year warranty from the completion of the project.

**Cost: \$22,934.00**

**Includes all wages, all material and rental of a 60' articulating boom.**

**This is a prevailing wage project.**

Dir #100018543

Sincerely,

*Randy Zopf*

Randy Zopf

Pest Management Consultant

916-257-5481

rzopf@advancedipm.com

www.AdvancedIPM.com



September 30, 2015

Roebbelen Contracting

Jeff Dees-Project Manager

[jeff@roebbelen.com](mailto:jeff@roebbelen.com)

The following proposal is an addenda to the previous bid issued September 10, 2015 for additional bird netting at the upper interior side wall of the roof canopy and the voids at the exterior area between the metal siding and upper metal beams, at the Rancho Murieta Water Treatment Plant.

**Scope of work:** Install a 12 inch wide by 250 linear feet of ¾ inch Bird B Gone black netting with all of the hardware at the perimeter of the exterior canopy where a void exists that can allow for the entry of large and small birds. Also, install 2 sections of 4'x40' bird netting and 2 sections of 4'x28' bird netting at the interior upper side walls where voids exist.

**Warranty:** The bird netting will have a ten (10) year warranty and the installation will have a two (2) year warranty from the date of completion.

While performing the work in a professional manner, no liability is given for any damage to the tile roofs.

**Cost: \$9,066.00**

**Includes all wages, all material and rental of 2- 60' articulating booms.**

**This is a prevailing wage project.**

**Dir#100018543**

Sincerely,

Randy Zopf  
Pest Management Consultant  
916-257-5481  
[rzopf@advancedipm.com](mailto:rzopf@advancedipm.com)

## MEMORANDUM

Date: October 2, 2015  
To: Board of Directors  
From: Greg Remson, Security Chief  
Subject: Receive Security Ad Hoc Committee Update

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### RECOMMENDED ACTION

Receive update and provide direction to staff.

### BACKGROUND

While the new North Gate was under construction and with new development starting, the District Board directed staff to take the lead in developing a new gate policy. There presently are two (2) entities that are not members of Rancho Murieta Association (RMA): the Country Club Villas (Villas) residential area and Rancho Murieta Country Club (RMCC). Both are located in Murieta North. In a short period of time there will be additional development with potentially their own homeowners' association. The goal is to have an agreement with all entities on gate access and identification of vehicles. Note: this Gate Policy also pertains to the South Gate for the Murieta South community.

The Board agreed to establish a Security Ad Hoc Committee to include two (2) District Directors and two (2) RMA Directors to discuss and recommend revisions to the existing Gate Policy. Later, the Security Ad Hoc Committee was also chartered with reviewing the District's Surveillance Camera Policy and the Security Impact Fee Policy. As all of these policies are intertwined, the decision was made to bring the Gate Policy, Security Impact Fee Policy, Surveillance Camera Policy (potential revision), and the North Gate Use Agreement to the Board at the same time for review and approval.

The Security Ad Hoc Committee met on September 3, 2015 at the District Office. District representatives were Director Mike Martel and Greg Remson, Security Chief. Rancho Murieta Association (RMA) representatives were Director Randy Jenco, Director Sam Somers, Sr., and Assistant General Manager Danise Hetland.

The following topics and recommendations were discussed by the Ad Hoc committee:

#### Gate Policy

At the September 3, 2015 Ad Hoc Committee meeting, the Committee recommended that non-RMA members/residents and other property owners who do not pay full RMA dues no longer be issued barcodes. Existing Murieta Village residents and existing non-RMA member Country Club members who have barcodes would retain them.

Since the Security Ad Hoc meeting, RMA is considering a sunset clause for these barcode holders.

### **Surveillance Camera Policy**

In an effort to use updated technology throughout the District to enhance public safety, the Board of Directors adopted a Surveillance Camera Implementation, Integration, and Expansion Plan at the May 20, 2015 Regular Board meeting.

This plan outlined that individual private entities will use their own camera vendor to assess their individual needs, including type of cameras, and to use a system that is compatible with the District's system. Any costs for acquiring, installing, operation and maintenance of surveillance cameras and related software and hardware would be the responsibility of each property owner or entity.

The District would have no responsibility or guarantee for 24 hour monitoring, recording of video, camera operation and maintenance, vandalism to equipment, or incidents that occur under a surveillance camera view.

At the September 3, 2015 Security Ad Hoc Committee meeting, the Committee discussed cost and responsibility of surveillance cameras for individual private entities and having the District provide cameras, infrastructure, storage, and operation and maintenance of a District wide system. The initial expenditure would be from the Security Impact Fees for the hotel site, Murieta Village, and public access points in the area. Additional expenditures would occur as additional Security Impact Fees become available. Long term operations and maintenance costs are unknown. There presently are no funds budgeted or reserved for the system.

### **North Gate Use Agreement**

Pending the outcome of the Surveillance Camera Policy, revisions may be needed in the North Gate Use Agreement as currently written (still in draft form as it has not been formally approved).



**JOINT POLICY BETWEEN**  
**RANCHO MURIETA COMMUNITY SERVICES DISTRICT**  
**AND**  
**RANCHO MURIETA ASSOCIATION**

<b>Category:</b>	Security	<b>Policy #</b> 2015-07
<b>Title:</b>	Gate Policy	

**PURPOSE**

Entrance into the Rancho Murieta Association (RMA) (North and South), Rancho Murieta Country Club (Country Club), and the Villas at Rancho Murieta (Villas) is gained through gates for each side of the community. The gates are staffed 24/7 by the Rancho Murieta Community Services District's Security Department (District). Visitors must be processed by the Gate Officer staffing the entrance gates to access the community.

**POLICY**

Bar code decals can be used to allow access into the community. When a vehicle with an active bar code decal enters the bar code lane a laser reader reads the bar code decal and opens the gate arm, allowing access into the community.

Only RMA members/residents and other property owners who pay full dues individuals who own or lease property within RMA, own or lease property in Murieta Village, or are non-resident members of the Rancho Murieta Country Club may apply for a bar code decal. Existing Murieta Village and existing non-member Country Club members who have bar codes may retain them.

Individuals who wish to obtain a bar code must provide the following documents: valid driver's license; grant deed or lease agreement ~~or proof of Rancho Murieta Country Club membership~~; and vehicle registration. If a vehicle does not have a license plate, a bar code decal will be issued that will be deactivated within 90 days if a permanent license plate number is not supplied to the South gate.

Once the bar code application has been approved by RMA, the bar code decal can be obtained from the South Gate. Bar code decals ~~are~~ will be affixed to the rear passenger side of a vehicle by the Gate Officer. ~~When a vehicle with an active bar code decal enters the bar code lane a laser reader reads the bar code decal and opens the gate arm, allowing access into the community.~~

**A. BAR CODE DECAL REQUIREMENTS**

- 1) Vehicles (including golf carts/NEVs) owned by residents who live in Rancho Murieta North and South shall be registered with the District and shall display the RMA approved bar code decal on the designated area of the vehicle.

- 2) Residents who are unable to affix a bar code decal to their vehicle will use the visitor lane at all times. The resident may be required to provide identification to the Gate Officer.
- 3) Rancho Murieta Association residents will be issued a black and white colored bar code decal. ~~All other RMA-approved groups/associations that are granted access by RMA, shall be issued colored bar code decals as illustrated below:~~
  - a. ~~Rancho Murieta Country Club non-resident members~~ — **orange**
  - b. ~~Murieta Village~~ — **green**
- 4) If it is discovered that the resident has vehicles registered to his/her lot which he/she no longer owns, the District will delete the sold/transferred vehicles from the resident's car registry and deactivate the bar code.
- 5) Residents entering without a bar code decal will be required to enter through the visitor lane. The resident will be issued a guest pass and may be required to provide identification to the Gate Officer.

**B. RESIDENT/PROPERTY OWNER ACCESS**

RMA residents and property owner's registered vehicles will be provided a bar code decal for up to three (3) vehicles for access through the bar code lanes at the North and South Gates. Additional bar codes will be available for an additional fee. If any additional bar codes are required, the fee will be billed to the property owner's District account or may be paid by check or money order. No cash will be accepted at any time.

**C. RESIDENT RENTER OR LESSEE ACCESS**

Residents who are renting or leasing homes inside the North or South community will be permitted to purchase a bar code decal for each of their registered vehicles. This fee shall be paid by check or money order only. No cash will be accepted at any time.

**D. VISITOR ACCESS**

The visitor lane will be used:

- 1) By guests, vendors, and all non-bar coded vehicles
- 2) To conduct business with the Gate Officer
- 3) When a resident/property owner is driving or is an occupant of a vehicle without a bar code decal

The Gate Officer will record the following information:

- 1) The date and time that the pass was issued

- 2) Name of the guest
- 3) License number of the vehicle
- 4) Type of pass – construction, vendor, guest, real estate, etc.
- 5) Destination of the guest

#### E. UNAUTHORIZED VEHICLES

All motor homes, trucks or cars that are pulling trailers, boats, horse trailers, or other unauthorized vehicles must enter through the visitor lane. A 24-hour pass will be issued. The resident will be allowed three (3) passes per 30-day period. Each pass must be issued at least 24 hours apart. (i.e., Non-consecutive days)

RMA requires that all boats (eight (8) feet in length or over) launched and being operated on Rancho Murieta reservoirs/lakes must obtain either an RMA daily use permit pass and have one (1) copy of the pass on the dash of the vehicle towing the boat on the day of use or have an RMA annual decal affixed to the port (left) side of the bow of the boat.

#### F. RESIDENTS' GUEST ACCESS

Guests of RMA property owners and tenants will be allowed access by entering through the visitors' lane and obtaining a guest pass.

- 1) Residents **SHALL ALWAYS** call the gate in advance or provide a list to the gate for larger groups for entry using the resident's PIN number.
- 2) Guests that are on a resident's permanent guest list will be allowed access at any time without notifying the resident. (See item #8 below) Residents may maintain a permanent guest list with a maximum of eight (8) names.
- 3) ~~The A~~ resident may authorize temporary guest(s), vendors and workers who are not on the permanent guest list, by calling the Gate Officer.
- 4) Guest(s) driving an "unauthorized vehicle" will be issued one (1) 24-hour pass if staying overnight. They will be allowed three (3) passes per 30-day period, but each pass must be issued at least 24 hours apart. (i.e., Non-consecutive days)
- 5) Approved non-RMA members and drivers of vehicles without bar code decals shall be issued a guest pass when attending a community event. Guest passes are subject to the limitations in Section D, above.
- 6) A minor/dependent or adult living with a resident may authorize guest access if he/she provides the PIN to the Gate Officer.
- 7) Residents are responsible for their guests' behavior while they are in the community. Any violations of the RMA governing documents by a guest will be assessed to the resident's RMA account.

#### G. RANCHO MURIETA COUNTRY CLUB ACCESS

Guests of Country Club members will be issued an orange pass that allows them to drive to and from the gate to the Country Club. The Country Club will notify the District Security Department at least one (1) week prior to any golf tournaments or scheduled events. Anyone entering Rancho Murieta on a Country Club pass found to be at a location other than the Country Club will be required to leave and the Country Club will be notified.

1) ~~Non-resident RMCC members maybe allowed to purchase one (1) bar code per registered vehicle. Non-resident RMCC members will have access through the gate only during RMCC hours and club events. Access to the Country Club is via Alameda Drive.~~

2) Guests of non-resident Country Club members must be accompanied by the member.

3) Vendors and deliveries going to the Country Club are permitted entrance to the Country Club at any time.

#### H. CONSTRUCTION ACCESS

A construction pass will be issued (Monday thru Friday from 7:00 a.m. to 7:00 p.m. and Saturdays from 8:00 a.m. to 5:00 p.m.) to contractors. This will allow access through the visitor lane gate during construction days and hours only, and will permit parking at the job site specifically noted on the construction pass. Anyone entering Rancho Murieta on a construction pass found to be at an unauthorized location will be required to leave and the owner will be cited. Construction workers are not allowed to use any RMA facility.

No construction passes are issued on Sunday or on the following holidays:

New Year's Day  
Presidents Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day and the following Friday  
Christmas Day

#### I. VENDOR ACCESS

All landscapers, vendors, deliveries, service calls, routine maintenance, household employees, etc. will be allowed access through the visitor lane between the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday, and 8:00 a.m. to 5:00 p.m. Saturday. This pass permits parking at the residence where the service is being performed. If anyone entering Rancho Murieta with a vendor pass is found at an unauthorized location, they will be required to leave and the owner will be cited.

Vendor hours do not apply to caregivers, medical personnel and/or medical delivery, house sitters or babysitters if arrangements have been made with the Gate Officer prior to entry.

J. REAL ESTATE ACCESS

Licensed realtors will be given a real estate pass to show listed properties. The realtor may be required to show identification to the Gate Officer.

Properties for sale by owner are allowed. A prospective buyer will then be given a real estate pass to a specific property only. Entry to see unspecified properties is not allowed.

Open Houses may only be held on **Saturdays** and Sundays from 1:00 p.m. to 5:00 p.m. Visitors to open houses are permitted to enter without prior authorization. The Gate Officer will issue a real estate pass.

~~K. MURIETA VILLAGE~~

~~Murieta Village residents will be permitted to purchase up to three (3) green bar code decals. Guests of a Murieta Village resident must be accompanied by the resident to access any RMA property.~~

L. THE VILLAS AT RANCHO MURIETA

Residents of the Villas have access through the North Gate to the Villas property only.

M. FUTURE HOMEOWNER ASSOCIATIONS

This section intentionally left blank at this time.

N. LAW ENFORCEMENT AND FIRE PERSONNEL

All law enforcement officers and fire personnel will be allowed to enter the gate at any time in the performance of their duty. No pass is required.

O. OFFICERS OF THE COURT

Process servers, those repossessing vehicles, bail agents, or officers of the court will be given a guest pass to a specific location when they present the proper authorization and identification to the Gate Officer or present a court order and identification to the Gate Officer. Service may occur at any time of day or night.

P. DELIVERY VEHICLES DISPLAYING COMPANY NAME

Any delivery vehicles, excluding contractor or sub-contractor trucks, which are identified by large markings on both sides of the vehicle, will not require a pass. UPS, Sears, Federal Express, Operating Engineers, cement trucks, lumber trucks, etc.

Q. SOLICITORS

Solicitors will not be permitted entrance at any time.

R. POLITICAL CANDIDATES

Political candidates with proper identification will be permitted to walk their precinct during daylight hours only. Campaign workers or volunteers are not allowed access.

S. EMPLOYEE ACCESS

RMA, the District, and the Country Club will supply the Security Department with a list of their regular employees. Employees are required to follow RMA's governing documents. If a violation occurs, the employer will be notified.

<b>Approved by Rancho Murieta Community Services District's Board of Directors</b>	
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<u><a href="#">Approved by Rancho Murieta Association's Board of Directors</a></u>	
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# RANCHO MURIETA COMMUNITY SERVICES DISTRICT

<b>Category:</b>	Security	<b>Policy #</b>
<b>Title:</b>	Video Recording/Surveillance Camera	

## PURPOSE

This policy provides direction to the Rancho Murieta Community Services District (District) Security Department concerning the context, procedures, and protocols which allows the use of visual recording devices. It is the intent of this policy to focus on protocols in the use of video surveillance cameras while maintaining a balance and competing interest between protecting the privacy rights of individuals and protections provided by video security surveillance.

## POLICY

The District reserves the right to install and maintain video recording devices for surveillance purposes in public and work areas for specific management and business reasons, such as security, monitoring, and protection from vandalism, misuse, abuse, and theft. Visual recording devices may also be used at special events, parks, and other facilities. The additional protection provided by visual surveillance devices is helpful in maintaining lawful and safe use, as well as protecting the District's property.

The District provides roving vehicle security patrol throughout the District. To provide efficient and effective support of the Patrol Officers, it is the policy of the District to utilize video surveillance technology where practical and cost effective. This video surveillance will be used only in "public access" areas. "Public access" areas include parking lots, parks, streets, and ingress/egress points. The existence of this policy does not imply or guarantee that cameras will be monitored in real time 24 hours a day, seven days a week. An outside company may be used to monitor surveillance video.

The video surveillance technology is intended to be a crime deterrent whose recording can be utilized by law enforcement to assist in crime resolution as required. Selected street areas will be monitored by District supplied cameras. The owner of the camera is responsible for retaining the recording for the agreed to duration. Private cameras not monitoring public access areas or those internal to buildings will not be integrated into the District system nor periodically monitored by the District. Active monitoring by a private firm or part of an overall security alarm monitoring system is encouraged.

### **Notice of Use of Video/Audio Surveillance Systems**

In compliance with State law, the District shall post signs, visible to employees and members of the public, at all entrances and/or prominently displayed on the perimeter of the grounds that video surveillance may be in use.

## **Visual Surveillance by District for Business Purposes**

The District may choose to monitor public and work areas with security cameras or other recording devices. In doing so, the District will comply with all State and Federal laws. The public and employees should not expect privacy from visual recording by others in public areas. Employees should not expect video privacy in work-related areas except restrooms and locker rooms.

### **Protocols for Video Security Surveillance**

#### **1. Considerations Prior to Using Video Surveillance**

- a. Security surveillance use is based on specific business, management, security, safety, or other concerns.
- b. A video security surveillance system should be considered as part of a comprehensive program that includes other measures of control, deterrence, or detection.
- c. The proposed design and operation of the video security surveillance system should minimize unintended and unnecessary privacy intrusion.

#### **2. Notice of Use of Video/Audio Surveillance Systems**

Given the open and public nature of the District's facilities and services, filming and/or recording may be done at any time in a 24-hour period because individuals may be present at all hours of the day and night but the District may not monitor the system continually.

#### **3. Media Storage, Retention, and Destruction**

- a. Recorded data from the video/audio surveillance systems shall be retained in the Security Chief's office for a minimum of one year (as required by Government Code section 53160).
- b. After one year, if the data is not evidence in, or otherwise needed for training, a pending disciplinary matter, pending criminal, law enforcement, or civil lawsuit, claim or other proceeding, other investigative or law enforcement purpose, or pending citizen complaint, the General Manager, with the District General Counsel's written consent, is authorized to destroy and erase the data within the computer system.
- c. Recorded data from the video/audio surveillance systems shall not be destroyed or erased without the General Manager's approval.

#### **4. Law Enforcement and Court Ordered**

The General Manager may approve access to a video surveillance record if required for the purpose of law enforcement or by court order. The General Manager shall consult legal counsel prior to release of any information.

## **5. Media Duplication/Public Requests**

- a. All cameras, equipment, recorded media, recorded images and audio/video recordings are the property of the District. Accessing, copying, distributing, using or releasing video or audio files outside of the District or for non-Security Department purposes is strictly prohibited without specific written authorization from the Security Chief or General Manager.
- b. Requests to review or copy video/audio recordings made under the Public Records Act shall be made through the Security Chief. Each request will be evaluated and responded to on a case-by-case basis. If a recording is to be released, only the incident or incidents specifically requested shall be duplicated. The District reserves the right to decline a request for the following records: investigatory or security files compiled by the District for law enforcement or licensing purposes; any record where, on the facts of the particular case, the public interest served by not disclosing the record clearly outweighs the public interest served by disclosure of the record; records concerning confidential crime victim, sexual assault or child abuse images or recordings; and, any other record exempt from disclosure under the Public Records Act.
- c. To prevent damage to or the alteration of the original recorded media, it shall not be moved or copied to, viewed in, or otherwise inserted into any non-District approved computer or other device.
- d. When possible and practical, a second copy of the original recorded media stored in evidence shall be used for viewing by investigators, staff, training personnel, etc., to preserve the original media in pristine condition.
- e. At the conclusion of court proceedings or investigations or as otherwise authorized, all copies shall be submitted back to the Security Chief for retention.
- f. A Patrol Officer may review video footage of an incident in which he or she was involved prior to making a statement or being interviewed or examined about the incident.

## **6. Unauthorized Access and/or Disclosure (Privacy Breach)**

Any District employee who becomes aware of any unauthorized disclosure of a video record in violation of this Policy, and/or potential privacy breach has a responsibility to ensure that the General Manager and their Department Manager is immediately informed of the breach. The following actions will be taken in accordance with managing a privacy breach:

- a. District shall work to mitigate the extent of the privacy breach and to review the adequacy of privacy protection with the existing Policy.

- b. The Department Manager shall inform the General Manager of events that have led up to the privacy breach.
- c. The General Manager, in consultation with the Department Manager, in which the breach of Policy occurred, shall investigate the cause of the disclosure with the goal of eliminating potential future occurrences.
- d. The Department Manager and General Manager, or designee, should take all reasonable actions to recover the record and limit the record's disclosure as much as possible.
- e. A breach of this Policy may result in disciplinary action up to and including termination. A breach of this Policy by service providers (contractors) to the District may result in termination of their contract.

**7. Accountability/Responsibility**

General Manager and/or Designee

- a. Is responsible and accountable for documenting, implementing, enforcing, monitoring, reviewing and updating the District's surveillance policy and privacy and access compliance.
- b. Approving installation locations for surveillance devices in District facilities.
- c. Delegating the day-to-day operations of video surveillance systems and authorizing specific staff members to view surveillance recordings as needed.
- d. Responding to formal request to access records, including law enforcement inquiries, in consultation with the District's legal counsel.
- e. Ensuring monitoring and recording devices and all items related to surveillance are stored in a safe and secure location.
- f. Investigating privacy complaints related to video surveillance records and security/privacy breaches.

Department Managers are Responsible for

- a. Recommending proposed installation locations in their department after reviewing security and safety threat assessments and/or existing monitoring needs.
- b. Ensuring that appropriate District staff members are familiar with this Policy and providing advice, training, and recommendations to staff.
- c. Immediately reporting breaches of security/privacy to the General Manager.

<b>Approved by Rancho Murieta Community Services District's Board of Directors</b>	
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*“Serving Our Community”*

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Rancho Murieta Community Services District  
Security Department

**Surveillance Camera  
Implementation, Integration, and Expansion Plan**

| ~~May 2015~~ [\(proposed revisions from 9/3/15 Ad Hoc Committee\)](#)

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## **EXECUTIVE SUMMARY**

District Security Patrol Officers cannot be in all areas at all times within the District. Surveillance cameras will be used to enhance patrol operations, with the ability to monitor multiple areas within the District and use the patrol resources more efficiently. The use of surveillance cameras will help keep the community a safe and comfortable place to live, work, and play. The use of surveillance cameras is part of the District's Security Strategic Plan.

One of the District Security Department's goals is to decrease crime and unwanted activities within the District. The use of surveillance cameras can act as a deterrent and assist the District's Security Department and outside law enforcement in identifying those responsible for crimes and unwanted activities. Surveillance cameras have been used in the past to identify suspects who have committed crimes and Rancho Murieta Association (RMA) rule violations.

The District reserves the right to install and maintain video recording devices for surveillance purposes in public and work areas for specific management and business reasons, such as security, monitoring, and protection from vandalism, misuse, abuse, and theft. Visual recording devices may also be used at special events, parks, and other facilities. The additional protection provided by visual surveillance devices is helpful in maintaining lawful and safe use, as well as protecting the District's property.

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## 1. ISSUES/PROBLEMS

Unwanted activities, including ~~RMA rule violations and~~ crimes such as vandalism, theft and malicious mischief have been occurring within the District. Unwanted activity occurs throughout the community, with the vast majority of these incidents occurring within the main residential areas. Security Patrol Officers, along with Sacramento Sheriff's Deputies (SSD), strive to prevent and deter these issues by patrolling the District in marked, visible patrol vehicles.

## 2. SOLUTIONS/OPTIONS

### a. Add additional surveillance cameras throughout the District.

Implement a system that allows viewing of surveillance video by Security Patrol Officers in the field and in the North and South Gates. This would aid Security Patrol Officers and Security Gate Officers in viewing areas for unwanted activity and allow better use of patrol resources.

### b. Increase video viewing at North and South Gates and Security Patrol laptop.

The Gate Officers' primary duty is to follow the Gate Policy. This, along with other requirements, does not allow the District Security Officers to constantly monitor surveillance video. To assist the Patrol and Gate Officers, an offsite, third party monitoring and alert or notification system could be ~~in place~~used to notify Patrol and Gate Officers of any activity caught by a surveillance camera. This could be accomplished by a flashing screen or beeping notification to alert the Gate and Patrol Officers for response.

### c. Integrate new and existing systems throughout the District.

This would include the ability to view surveillance video at the North and South Gates and the Security Patrol laptop computer. Some new and existing systems have proprietary software. These will need to be integrated with the Gate and Patrol computers to allow a seamless and easy to use system. This will provide event-driven surveillance video, reducing the need for Patrol and Gate Officers to constantly monitor video screens, and can be used in concert with third party monitoring.

## 3. PRESENT SURVEILLANCE CAMERA LOCATIONS

Presently, surveillance cameras are located at the North and South Gates, Stonehouse Park, Riverview Park, Water Treatment Plant, Wastewater Reclamation Plant, Rancho Murieta Country Club (RMCC), Rancho Murieta Airport, Rancho Murieta Country Store, OE3 Joint Apprenticeship, and various commercial properties. [These cameras are not all owned by the District.](#)

## 4. PROPOSED SURVEILLANCE CAMERA LOCATIONS

The new locations are properties and facilities that are susceptible to theft and vandalism. Additional areas are parks and public areas that are not only susceptible to theft and vandalism, but also where public safety issues can be monitored. Reference Exhibit A for proposed specific locations for surveillance camera installation. [\(Note: the locations in Exhibit A may need review](#)

and further consideration as the change to the District providing the full surveillance system potentially changes the locations previously identified in this plan)

- ~~District~~
  - ~~Cosumnes River Pump Station~~ ~~Cosumnes River at Granlees Dam~~
  - ~~Water Tank~~ ~~Lone Pine Drive~~
  - ~~Water Tank~~ ~~Van Vleck Ranch~~
  - ~~South Gate upgrade~~
- ~~Rancho Murieta Association~~
  - ~~Laguna Joaquin Park~~ ~~Gazebo, North residential~~
  - ~~Clementia Park~~ ~~Lake Clementia~~
  - ~~Granlees Beach~~ ~~Cosumnes River~~
  - ~~Lake Calero/Chesbro/Bass Lake~~ ~~North back area~~
  - ~~Pedestrian Bridge~~ ~~Cosumnes River, 2<sup>nd</sup> Green North, and 2<sup>nd</sup> Fairway~~  
~~South~~
- ~~Commercial businesses~~
  - ~~Primarily outside locations~~
- ~~Street Light Poles~~
  - ~~To provide street view~~ ~~Murieta Drive/Lone Pine Drive/Cantova Way~~
- ~~Portable/Moveable Cameras~~
  - ~~Street light poles~~
  - ~~Trees~~
  - ~~Streets/intersections~~
  - ~~Parks~~
- ~~Existing surveillance camera locations may be enhanced by additional cameras and/or upgraded cameras.~~

The District may choose to monitor public and work areas with security cameras or other recording devices. In doing so, the District will comply with all State and Federal laws. The public and employees should not expect privacy from visual recording by others in public areas. Employees should not expect video privacy in work-related areas except restrooms and locker rooms.

## 5. MONITORING

An outside company may be used to monitor surveillance video or an additional Security Officer could be hired to monitor surveillance video. The cost for either would be divided among those using the system.

## 6. COST AND RESPONSIBILITY

~~Individual private entities will be responsible for acquiring, operating and maintaining their individual systems that could be compatible with the District's viewing system. The District would~~

~~have no responsibility or guarantee for monitoring, recording, camera operation, vandalism to equipment, or incidents that occur under surveillance camera view.~~

~~Each entity would use their own camera vendor to assess their individual needs, including type of cameras, and to use a system that is compatible with the District's system. Any costs for acquiring, installing, operation and maintenance of surveillance cameras and related software and hardware would be the responsibility of each property owner or entity. The District will not provide surveillance cameras and related software and hardware to any property owner or entity.~~

The District shall provide cameras, infrastructure, storage, and operation and maintenance of a District wide system. (Note: this is a recommendation from the 9/3/15 Security Ad Hoc committee – total cost to the District is yet to be determined. If agreed to by the Board of Directors, the next step will be to issue a RFP for design and implementation of the Surveillance Camera System, installation would most likely be accomplished in phases with first priority given to the areas imminently impacted by development. For example, cameras for Lone Pine Drive and near the Murieta Village entrance will be given first priority due to the impact to those areas from the Murieta Inn and new commercial area.

## **7. POLICY**

~~A policy will be written, in compliance with applicable State and federal laws, once the Plan has been finalized.~~ The District will adopt a policy will to address use, viewing, access, and direction concerning the context, procedures and protocols which allows the use of visual recording devices. It is the intent of this policy to focus on protocols in the use of video surveillance devices while maintaining an equitable balance and competing interest between protecting the privacy rights of individuals and protections provided by video security surveillance.

## **8. PROCEDURE**

Procedures for use by District staff will be written, once the Plan has been finalized, to address use, viewing, access, and direction concerning the context, procedures and protocols which allows the use of visual recording devices.

## **9. FUNDING**

~~The initial expenditure would be from the Security Impact Fees for the hotel site, Murieta Village, and public access points in the area. Additional cameras will be installed expenditures would occur as additional Security Impact Fees become available.~~

~~Long term operations and maintenance costs are unknown.~~

~~Based on estimates received, the cost for the District's viewing system is approximately \$25,000, which includes software, hardware, monitors and unknowns.~~

~~The cost for additional cameras for District property is estimated at \$30,000, depending on amount of cameras and their capabilities.~~

~~Operation and maintenance costs could cost up to \$10,000 a year for upgrades and replacements.~~

At this time, ~~no~~ funds have not been identified or budgeted to support on-going operational support for the system.

#### **10. SCHEDULE**

~~Once a vendor has been selected, acquisition and installation of the District's viewing system should be no more than four (4) months.~~ A schedule for implementation will be identified in the responses to the Request for Proposal.

DRAFT

**EXHIBIT A - SCHEDULE/BUDGET**

<b>Location</b>	<b>Priority</b>	<b>Target Date</b>	<b>Budget</b>
<b>District Facilities/Operations</b>			
North Gate	High	In progress	\$50,278.76
South Gate(upgrade)	Medium	Available funding	\$5,000
Water Treatment Plant (upgrade)	High	Available funding	\$2,000
Cosumnes River Pump Station-Granlees Dam	Medium	Available funding	\$5,000
Water Tank-Van Vleck Ranch	Medium	Available funding	\$5,000
Water Tank-Lone Pine Drive	Medium	Available funding	\$5,000
Water Tank-Rio Oso Drive	Medium	Available funding	\$5,000
Wastewater Reclamation Plant (upgrade)	Medium	Available funding	\$5,000
Sewer Pumping Stations (11 total)	Medium	Available funding	\$20,000
Main Lift North			“
Cantova			“
FAA			“
3B			“
Alameda			“
Starter Shack			“
6B			“
6A			“
Main Lift South			“
Crest			“
Greens			“
Monitoring System	High	Available funding	\$25,000
<b>Public Access Points</b>			
Jackson Road at Lone Pine Drive	High	Available funding	\$5,000
Jackson Road at Murieta Drive	High	Available funding	\$5,000
Murieta Drive at Lone Pine Drive	High	Available funding	\$5,000
Murieta Drive at Poncho Conde Circle	High	Available funding	\$5,000
Murieta Drive at Cantova Way	High	Available funding	\$5,000
Cantova Way (mid-point and/or west end)	High	Available funding	\$5,000
<b>Operations and Maintenance-Annual</b>		Available funding	\$10,000
<b>Total Cost Estimate (see note below)</b>			<b>\$167,278.76</b>

*Note: Costs are estimates and could be more or less depending on the availability of power, poles, type of cameras, additional required equipment and storage needs.*

**EXHIBIT A - SCHEDULE/BUDGET**

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*Note: Costs are estimates and could be more or less depending on the availability of power, poles, type of cameras, additional required equipment and storage needs.*

## RANCHO MURIETA NORTH SECURITY GATE USE AGREEMENT

This Use Agreement is entered into this August 1, 2015, between Rancho Murieta Community Services District, a local government agency (“**District**”), and Rancho Murieta Association, a California nonprofit corporation (“**Association**”), who agree as follows:

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

1.1. Association owns the new and relocated north security/guard station located at the entrance to Rancho Murieta North (the “**North Gate**”) and underlying real property. The North Gate and adjacent land covered by this Use Agreement are shown on the attached Exhibit A (the “**Property**”).

1.2. District operates and maintains a security department and employs security personnel to protect the life and property of Rancho Murieta residents and property owners. As part of this service, District security personnel for many years have staffed and operated, and plan to continue to staff and operate, the North Gate.

1.3. The District-Association arrangement regarding the North Gate has not previously been memorialized in a ~~lease~~ use agreement or other agreement. By this Use Agreement, the parties desire to memorialize their arrangement regarding Association ownership of, and District operation of, the North Gate, concurrent with Association’s completion of construction of the new North Gate.

**2. Grant of Use.** Subject to the terms and conditions set forth below, Association grants use of leases the Property to District, and District accepts use of leases the Property from Association.

**3. Term.** The term of this Use Agreement will be 10 years commencing on the date set forth above. The term shall automatically renew for additional 10 year terms unless either party provides a 60 day notice of termination prior to the expiry of the then current 10 year term. ~~and, unless sooner terminated or extended as provided below, terminating on~~ \_\_\_\_\_. The parties may agree in writing to earlier terminate the Use Agreement. The parties may agree in writing to extend the Lease term.

**4. Use of Property.** The Property may be used by District for the operation and management of a security gate and security services and for other uses incident or related to those uses. Except as provided by section 11, District will have the exclusive use and control of the Property. District will not use or permit the Property to be used for any other purpose, without the prior written consent of Association. District will not maintain, commit or permit the maintenance or commission of any nuisance or waste on the Property.

**5. North Gate Operation Services.** District agrees to operate and staff the North Gate on a full-time basis (i.e., 24 hours a day, 365 days a year). Services will include monitoring, controlling and registering the guests, vendors, service providers, contractors, country club users, realtors, and other invitees and visitors of Rancho Murieta North residents and property owners.



**6. Consideration.** As consideration for this Use Agreement, District will provide the services described in section 5. There will be no rent paid for this Use Agreement.

**7. Compliance with Laws.** The parties will comply with all applicable federal, state and local statutes, ordinances, regulations and other laws relating to the Property and its use and occupancy.

**8. Property Improvements.**

8.1. District will not make any structural alterations or construction on the Property or install any real property fixtures to or on the Property without the prior written consent of Association, which consent will not be unreasonably withheld. Any District construction work relating to improvement of the Property will be performed in a good and workmanlike manner, and will comply with all applicable federal, state and local laws, codes and building and other permit requirements. District will keep the Property free and clear from any and all liens, stop notices, claims and demands for work performed, materials furnished or operations conducted by District on the Property. Except for any District repair that may be required under section 9.3, nothing in this Use Agreement will require District to undertake any structural alteration, construction or improvement on the Property.

8.2. The parties agree that the generator, gate operators, gate arms, and barcode readers installed at the North Gate are owned by the District and that the Association has provided consent for their installation.

**9. Property Maintenance and Upkeep.**

9.1. Association at its sole cost and expense will keep and maintain the North Gate structure and improvements and Property in good, safe, sanitary, habitable and usable condition and repair, including, but not limited to, the following: repair and replacement (as needed) of the structural parts of the North Gate building (which include the foundation, flooring, walls, roof, windows ~~(including window coverings)~~, gutters and downspouts, heating/ventilation/air-conditioning equipment, pavement, and electrical, plumbing, sewage, cabling and utility systems); exterior repainting; repair and replacement of the ~~gate arms, gate operators, barcode readers,~~ surveillance cameras owned by Association and related equipment; and, repair and replacement of other equipment, fixtures and improvements on the Property excluding District's cameras, computers, appliances, furnishings, generator, gate operators, gate arms and barcode readers. Association at its sole cost and expense also will operate, care for, repair and replace (as needed) the landscaping and irrigation and storm drainage systems on the Property. In addition, Association at its sole cost and expense will provide routine maintenance as shown in Exhibit B.

9.2. If Association fails to make with reasonable promptness any repairs, replacement or maintenance that are the obligation of Association, District, upon at least 20 days prior written notice and demand to Association, may (but will not be required to) cause the same to be put in good order, condition and repair. Association will pay to District the reasonable cost and expense of the repairs, replacement or maintenance that District performs on Association's behalf within 30 days after receipt by Association of an itemized

statement accompanied by invoices for the repair, replacement, maintenance and other charges.

9.3. District at its sole cost and expense will keep and maintain the interior of the North Gate and Property grounds around the North Gate in good, safe, sanitary and clean condition; and will repair and replace the District owned cameras, computers, appliances, furnishings, generator, gate operators, gate arms, and barcode readers as long as District is providing services under this Use Agreement; however, District's obligation will not extend to any area of Association responsibility described in section 9.1. District will repair any damage to the Property caused by District or District's employees. In addition, District at its sole cost and expense provide routine maintenance as shown in Exhibit B.

9.4. If District fails to make with reasonable promptness any repairs or maintenance that are the obligation of District, Association, upon at least 20 days prior written notice and demand to District, may (but will not be required to) enter the Property and cause the same to be put in good order, condition and repair. District will pay to Association the reasonable cost and expense of the repairs or maintenance that Association performs on District's behalf within 30 days after receipt by District of an itemized statement accompanied by invoices for the repair, maintenance and other charges.

**10. Surrender of Property.** On termination of this Use Agreement, District will promptly surrender and deliver the Property to Association in as good condition as it was in at the time of District's initial occupancy, excepting ordinary wear and tear. On termination of this Use Agreement, the parties will agree on the disposition of the gate operators, gate arms, and barcode readers owned by the District. If the parties fail to reach agreement, the District may remove the gate operators, gate arms, and barcode readers upon termination of this Use Agreement.

**11. Access by Association.** Association, and its employees and agents, will have the right to enter the Property at all reasonable times, and at any time during an emergency, for the purposes of inspecting the Property to determine whether District is complying with this Use Agreement, doing other lawful acts that may be necessary or appropriate to protect Association's interest in the Property, or performing Association's duties related to this Use Agreement. Association will have the right to attach cameras to the structure and house video recording devices in the North Gate. District will not be responsible for monitoring such devices unless otherwise agreed upon in writing by the Parties. (Note: this sentence could be subject to change if the District agrees to provide a District wide surveillance camera system. Either the District would accept the RMA camera installed on the North Gate for monitoring the Gazebo area or the District would purchase a camera(s) to replace the RMA installed camera(s).)

**12. Utilities and Taxes.** Association will pay all of the following: (a) charges and fees for the furnishing of water service for irrigation, sewer service, electricity service as outlined in Exhibit C (Association will bill District for the remaining monthly electric charges as billed by SMUD), telephone service, Internet service, garbage pickup and disposal, and other public utilities and services (excluding telephone service, Internet service, garbage pickup and disposal) to the Property; and (b) all real property taxes, assessments and standby charges levied or assessed against the Property by a governmental entity, and including any taxes or charges that may be assessed or imposed upon or against the leasehold estate or possessory interest created by this Use Agreement. District will pay any taxes,

assessments and other charges levied or imposed by any governmental entity on the District-owned furniture or other personal property placed in the Property. All such fees, charges, taxes and assessments will be paid as they become due and payable.

### **13. Damage and Destruction.**

13.1. Insured Loss. If the Property is damaged or destroyed by fire or by any other risk occurrence insured by Association's property insurance, then Association forthwith will proceed to repair and restore the Property on substantially the same plans and design that existed immediately before the damage or destruction, and Association will diligently proceed to complete the repairs and restoration.

#### 13.2. Uninsured Loss.

13.2.1. If the Property is damaged or destroyed by a risk occurrence not insured by Association's property insurance and if the extent of the damage or destruction is less than 25% of the replacement cost of the Property, then Association forthwith will proceed to repair and restore the Property on substantially the same plans and design that existed immediately before the damage, and Association will diligently proceed to complete the repairs and restoration.

13.2.2. If the Property is damaged by a risk occurrence not insured by Association's property insurance and if the extent of the damage or destruction is more than 25% of the replacement cost of the Property, then Association may decide and elect whether to repair and restore the Property. Association will notify District about its election in writing within 60 days following the date of the damage or destruction. If Association elects to repair and restore the Property, then Association forthwith will proceed to repair and restore the Property on substantially the same plans and design that existed immediately before the damage or destruction, and Association will diligently proceed to complete the repairs and restoration. If Association elects not to repair and restore the Property, then this Use Agreement will terminate at the end of the 60-day period and the parties will meet and confer in good faith concerning the future repair and operation of the North Gate.

13.3. District Personal Property. ~~District shall provide insurance for District owned personal property including District-owned cameras, computers, appliances, furnishings, generator, -gate operators, gate arms, and barcode readers. If any District personal property is damaged or destroyed by fire or by any other risk occurrence insured by Association's property insurance, then Association will adjust the loss and settle all claims with its insurer and obtain and remit to District the insurance proceeds recovery to the extent provided for by the Association property insurance policy. If the insurance proceeds are inadequate to pay the cost of the personal property repair, replacement or restoration, District will bear the deficiency. Except for any property insurance proceeds received under the Association's property insurance, District will be responsible for the repair, replacement or restoration of any damaged or destroyed District personal property and Association will not be required to repair, replace or restore that property.~~

13.4. Abatement of District Services. If the Property is uninhabitable or unusable during the period of any Property repair or restoration, the obligation of District to provide services under section 5 will be abated during the period of such repair or restoration.

**14. Condemnation.** If title and possession of the Property are taken under the power of eminent domain by any public or quasi-public agency or entity, this Use Agreement will terminate as of the date of actual physical possession of the Property is taken by the agency or entity. Any just compensation, damages or other payment for the taking of the Property will be awarded to and be the sole property of Association.

**15. Indemnification.**

15.1. District will indemnify, defend, protect and hold harmless Association and its officers, employees and agents from and against any and all liability, loss, damage, expense, penalties, and costs (including attorney fees, investigation costs and litigation costs) of every nature arising out of or in connection with: (a) the death or injury of any person or persons, or the damage to or destruction of any personal or real property, that is caused or allegedly caused by some act or omission of District or a District employee or contractor; or (b) District's failure to perform or otherwise comply with any provision of this Use Agreement; but excepting any such loss or damage caused by the sole negligence or willful misconduct of Association.

15.2. Association will indemnify, defend, protect and hold harmless District and its officers, employees and agents from and against any and all liability, loss, damage, expense, penalties, and costs (including attorney fees, investigation costs and litigation costs) of every nature arising out of or in connection with: (a) the death or injury of any person or persons, or the damage to or destruction of any personal or real property, that is caused or allegedly caused by either the condition of the Property or some act or omission of Association or an Association employee or contractor; (b) any construction or improvement work performed by Association on the Property; or (c) Association's failure to perform or otherwise comply with any provision of this agreement; but excepting any such loss or damage caused by the sole negligence or willful misconduct of District.

These indemnification provisions will survive the termination of this Use Agreement with respect to any occurrence or event occurring prior to the termination.

**16. Restriction against Assignment.** District will not sublet, encumber, assign or otherwise transfer this Use Agreement, or any right or interest in this Use Agreement, or any right or interest in the Property, without first obtaining the written consent of Association.

**17. General Provisions.**

17.1. Entire Agreement. The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the subject matter addressed in the Agreement. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the subject matter of this Agreement, except those other documents that may be expressly referenced in this Agreement.

17.2. Construction and Interpretation. The parties agree and acknowledge that this Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of

construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Agreement.

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

17.4. Severability. If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, so long as the rights and obligations of the parties are not materially and adversely affected.

17.5. Amendment. This Agreement may be modified or amended only by a subsequent written agreement approved and executed by both parties. Amendment by District requires approval by its Board of Directors at a noticed public meeting.

17.6. Governing Law and Venue. Except as otherwise required by law, this Agreement will be interpreted, governed by, and construed under the laws of the State of California. The County of Sacramento will be venue for any state court litigation and the Eastern District of California will be venue for any federal court litigation concerning the enforcement or construction of this Agreement.

17.7. Notices. Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, (c) by facsimile transmission with delivery to the other party confirmed by a successful-delivery confirmation receipt if the document also is sent within two days by prepaid, first class U.S. mail, or (d) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt. Such notices, etc. will be addressed as follows:

District:  General Manager Rancho Murieta Community Services District 15160 Jackson Road P.O. Box 1050 Rancho Murieta, CA 95683	Association:  General Manager Rancho Murieta Association 7191 Murieta Parkway Rancho Murieta, CA 95683
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Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, (c) upon receipt of the facsimile machine successful-delivery confirmation, or (d) on the date of delivery as shown on the overnight courier service receipt. Any party may change its contact information by notifying the other party of the change in the manner provided above.

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RANCHO MURIETA COMMUNITY  
SERVICES DISTRICT

RANCHO MURIETA ASSOCIATION

By: \_\_\_\_\_  
Darlene J. Gillum  
General Manager

By: \_\_\_\_\_  
Greg Vorster  
General Manager

**EXHIBIT A**

**Rancho Murieta North Gate and Adjacent Land Lease used by RMCS D**



**EXHIBIT B**  
**ROUTINE MAINTENANCE SERVICES AND SCHEDULE**

Association's Routine Maintenance Services

1. Exterior window cleaning – Not less than quarterly in the months of January, April, July, and October
2. Leaf and debris blowing – Leaves and debris will be blown away from the building (including the generator enclosure) and entry and exit lanes weekly
- ~~3. Exterior building walls – The exterior of the building will be kept clear of bugs and spider webs by sweeping of the exterior walls and soffits on a monthly basis~~

District's Routine Maintenance Services

1. Interior cleaning – The following cleaning services will be performed on a weekly basis:
  - a. Dust all surfaces
  - b. Empty all waste containers
  - c. Vacuum all carpet areas, if any
  - d. Sweep and mop all linoleum floors
  - e. Dust blinds, if any, as needed
  - f. Clean and sanitize restrooms
- ~~2.~~ 2. Pest control – Monthly pest control spraying around the exterior building perimeter. Monthly service shall also include sweeping of the exterior walls and soffits for removal of bugs and spider webs.
- ~~2-3.~~ 2-3. HVAC Maintenance Filter replacement in accordance with manufacturer's recommended maintenance schedule.

# RANCHO MURIETA COMMUNITY SERVICES DISTRICT

<b>Category:</b>	Security	<b>Policy #</b>
<b>Title:</b>	Use of Security Impact Fees	

## PURPOSE

To establish the collection and use of the Security Impact Fee for all new development within Rancho Murieta to mitigate the impact on the provision of security services related to such new development.

## POLICY

The District will collect the following Security Impact Fees for each residential lot and commercial/retail EDU at the time of water permit issuance:

Murieta Gardens I	\$750 / residential lot or commercial/retail EDU
Murieta Gardens II	\$750 / residential lot or commercial/retail EDU
Lakeview	\$1,200 / residential lot
Residences East	\$1,200 / residential lot
Residences West	\$1,200 / residential lot
Retreats – East	\$1,200 / residential lot
Retreats – North	\$1,200 / residential lot
Retreats – West	\$1,200 / residential lot
Riverview	\$1,200 / residential lot
Rancho North Properties (all villages)	\$1,200 / residential lot

Use of such Security Impact Fees shall be in cooperation with landowners and the broader Rancho Murieta community, the residential and commercial owners associations and shall predominately be for non-operating expenses with the goal of:

- Protecting life,
- Protecting property,
- Deploying technology act as a “force multiplier” for improved security response,
- Benefitting landowners, homeowners and owners and businesses from which funds are derived.

The Security Impact Fee will be used to enhance to the District’s ability to maintain a consistent level of service within the District’s service area due to the increase in demand for security services as a result of new development.

The Security Impact Fee will be used for, but not be limited to, the following types of expenditures:

- Patrol Vehicle (including striping, radios, on-board computer, in car video, emergency lighting, etc.)
- Additional Patrol Officer (funding of 1 officer for up to 3 years)
- Locker Room/Training Room
- Gates (not including expenditures for the North Gate replacement)
  - Equipment:
    - Cameras
    - Gate operators
    - Bar code readers
    - Other miscellaneous equipment
  - Interior upgrades/repairs (South Gate)
  - Escuela Gate equipment (cameras, gate operators, bar code readers, other miscellaneous equipment)
  - Computers
    - Gate software program/upgrades
    - Replacement servers, DVRs, large video screens
- Cameras/Fencing/Fence Detection System/Lighting/Alarms
  - Granlees Dam (Pump Station, forebay, etc.)
  - Waste Water Treatment Plant
  - Water Treatment Plant
  - Lift Stations
- Community Surveillance Camera System  
(Implemented in accordance with the District's Surveillance Camera Policy #XXXX-XX)

In-Lieu Contributions

With the prior approval of the District, landowners' strategic security interests can be funded through in-lieu contributions, not to exceed the amount of Security Impact Fee owed for the property affected.

<b>Approved by Rancho Murieta Community Services District's Board of Directors</b>	
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