



## RANCHO MURIETA COMMUNITY SERVICES DISTRICT

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

### AGENDA

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

#### REGULAR BOARD MEETING

**January 20, 2021**

Call to Order Open Session 5:00 p.m.

This meeting will be held remotely in accordance with Governor Newsom Executive Order N-29-20.  
See instructions on page two.

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#### BOARD MEMBERS

Tim Maybee	President
Randy Jenco	Vice President
Linda Butler	Director
John Merchant	Director
Martin Pohll	Director

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#### STAFF

Tom Hennig	General Manager
Richard Shanahan	District General Counsel
Amelia Wilder	District Secretary
Jeff Werblun	Security Chief
Paul Siebensohn	Director of Field Operations
Cindy Chao	Controller

# RANCHO MURIETA COMMUNITY SERVICES DISTRICT

January 20, 2021

REGULAR BOARD MEETING

Call to Order Open Session 5:00 p.m.

**This meeting will be held via ZOOM** video conference only pursuant to Governor Newsom Executive Order N-29-20. You can join the conference by (1) logging on to <https://us02web.zoom.us/j/82370952136>, entering Meeting ID no. 823 7095 2136, and using the audio on your computer, or (2) dialing into 1-669-900-9128 and entering the meeting code 823 7095 2136. Those wishing to join with audio only can simply call the telephone number above and enter the code. Participants wishing to join the call anonymously have the option of dialing \*67 from their phone. **PLEASE NOTE – MOBILE DEVICE USERS MAY NEED TO INSTALL AN APP PRIOR TO USE AND MAC AND PC DESKTOP AND LAPTOP USES WILL REQUIRE YOU TO RUN A ZOOM INSTALLER APPLICATION – PLEASE FOLLOW DIRECTIONS AS PROVIDED BY ZOOM. IT IS RECOMMENDED YOU ATTEMPT TO LOGIN AT LEAST 5 MINUTES BEFORE THE START OF THE MEETING.**

## AGENDA

ESTIMATED RUNNING TIME 5:00

### 1. CALL TO ORDER - Determination of Quorum –President Maybee **(Roll Call)**

### 2. CONSIDER ADOPTION OF AGENDA **(Motion)**

*The Board will discuss items on this agenda, and may take action on those items, including informational items and continued items. No action or discussion will be undertaken on any item not appearing on the agenda, except that (1) directors or staff may briefly respond to statements made or questions posed during public comments on non-agenda items, (2) directors or staff may ask a question for clarification, make a brief announcement, or make a brief report on his or her own activities, (3) a director may request staff to report back to the Board at a subsequent meeting concerning any matter or request staff to place a matter on a future Board meeting agenda, and (4) the Board may add an item to the agenda by a two-thirds vote determining that there is a need to take immediate action and that the need for action came to the District's attention after posting the agenda.*

*The running times listed on this agenda are only estimates and may be discussed earlier or later than shown. At the discretion of the Board, an item may be moved on the agenda and or taken out of order. **TIMED ITEMS** as specifically noted, such as Hearings or Formal Presentations of community-wide interest, will not be taken up earlier than listed.*

### 3. CONSENT CALENDAR **(Motion) (Roll Call Vote)** (5 min.) All items in this agenda item will be approved as one motion if they are not excluded from the motion adopting the consent calendar.

#### A. Approval of Board Meeting and Committee Meeting Minutes

1. December 16, 2020 Regular Board Meeting Minutes
2. January 5, 2021 Improvements Committee Meeting Minutes
3. January 5, 2021 Finance Committee Meeting Minutes
4. January 7, 2021 Communications and Technology Committee Meeting Minutes
5. January 7, 2021 Security Committee Meeting Minutes

- B. Approval of Bills Paid Listing

#### 4. **STAFF REPORTS** (Receive and File)

- A. General Manager's Report
- B. Administration/Financial Report
- C. Security Report
- D. Utilities Report

#### 5. **REVIEW DISTRICT MEETING DATES/TIMES FOR FEBRUARY 2021**

- A. Personnel – February 2, 2021 at 7:30 a.m.
- B. Improvements – February 2, 2021 at 8:00 a.m.
- C. Finance – February 2, 2021 at 10:00 a.m.
- D. Communications – February 4, 2021 at 8:30 a.m.
- E. Security – February 4, 2021 at 10:00 a.m.
- F. Regular Board Meeting – February 17, 2021- Open Session at 5:00 p.m.

#### 6. **CORRESPONDENCE**

#### 7. **COMMENTS FROM THE PUBLIC**

*Members of the public may comment on any item of interest within the subject matter jurisdiction of the District and any item specifically agendaized. Members of the public wishing to address a specific agendaized item are encouraged to offer their public comment during consideration of that item. With certain exceptions, the Board may not discuss or take action on items that are not on the agenda.*

*If you wish to address the Board at this time or at the time of an agendaized item, as a courtesy, please state your name and address. Speakers presenting individual opinions shall have 3 minutes to speak. Speakers presenting opinions of groups or organizations shall have 5 minutes per group.*

#### 8. **REVIEW CONDITIONS OF APPROVAL FOR RIVERVIEW HOUSING DEVELOPMENT PROJECT** (Discussion/Action)

#### 9. **CONSIDER APPROVAL OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 3, AFL-CIO AND RANCHO MURIETA COMMUNITY SERVICES DISTRICT** (Discussion/Action) (Motion) **(Roll Call Vote)**

#### 10. **ADOPTION OF POLICY P2021-01 CUSTODIAN OF RECORDS POLICY** (Discussion/Action) (Motion) **(Roll Call Vote)**

#### 11. **CONSIDER APPROVAL OF LETTER FROM RANCHO MURIETA COMMUNITY SERVICES DISTRICT IN SUPPORT OF SCOTT ROAD BYPASS** (Discussion/Action) (Motion) **(Roll Call Vote)**

**12. CONSIDER APPROVAL OF RANCHO MURIETA COUNTRY CLUB LOAN AGREEMENT FOR RECLAIMED WATER PUMP REPAIR** (*Discussion/Action*) (Motion) (Roll Call Vote)

**13. DIRECTOR COMMENTS/SUGGESTIONS**

*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.*

**14. ADJOURNMENT** (Motion)

"In accordance with California Government Code Section 54957.5, any writing or document that is a public record, relates to an open session agenda item and is distributed less than 24 hours prior to a special meeting, will be made available for public inspection in the District offices during normal business hours. If, however, the document is not distributed until the regular meeting to which it relates, then the document or writing will be made available to the public at the location of the meeting."

In compliance with the Americans with Disabilities Act and Executive Order No. N-29-20, if you are an individual with a disability and you need a disability-related modification or accommodation to participate in this meeting or need assistance to participate in this teleconference meeting, please contact the District Office at 916-354-3700 or [awilder@rmcsd.com](mailto:awilder@rmcsd.com). Requests must be made as soon as possible.

Note: This agenda is posted pursuant to the provisions of the Government Code commencing at Section 54950. The date of this posting is January 15, 2021. Posting locations are: 1) District Office; 2) Rancho Murieta Post Office; 3) Rancho Murieta Association; 4) Murieta Village Association.



## RANCHO MURIETA COMMUNITY SERVICES DISTRICT REGULAR BOARD MEETING MINUTES

December 16, 2020

Call to Order Closed Session 4:00 p.m./Open Session 5:00 p.m.

### 1. CALL TO ORDER/ROLL CALL

President Maybee called the Regular Board Meeting of the Board of Directors of Rancho Murieta Community Services District to order at 4:00 p.m. via ZOOM conference per Governor Newsom's Executive Order N-29-20. Directors present were Tim Maybee, Randy Jenco, Linda Butler, John Merchant, and Martin Pohll joined the meeting during closed session. Also present was Tom Hennig, General Manager; Paul Siebensohn, Director of Field Operations; Cindy Chao, Controller; Michelle Ammond, Interim Controller; Richard Shanahan, District General Counsel; and Amelia Wilder, District Secretary.

### 2. ADMINISTER OATH OF OFFICE

The District Secretary administered the Oath of Office to John Merchant

### 3. CONSIDER ADOPTION OF AGENDA

**Motion/Maybee to adopt the agenda. Second/Jenco. Roll Call Vote: Ayes: Maybee, Jenco, Merchant. Noes: None. Absent: Butler, Pohll. Abstain: None.**

### 4. BOARD ADJOURNED TO CLOSED SESSION AT 4:03 P.M. TO DISCUSS THE FOLLOWING ITEMS:

*Closed session conference with District General Manager as designated labor negotiator regarding International Union of Operating Engineers Union Local No. 3, AFL-CIO.*

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

Nothing to report.

### 6. CONSENT CALENDAR

**Motion/Maybee to adopt the consent calendar. Second/Merchant. Roll Call Vote: Ayes: Maybee, Jenco, Merchant, Butler, Pohll. Noes: None. Absent: None. Abstain: None.**

### 7. STAFF REPORTS

Under Agenda Item 7A, Tom Hennig, General Manager, gave a summary of activities during the previous month, including an update on the current COVID-19 situation noting the District has had three employees test positive for COVID-19, and a total of 5 employees who have taken time off due to COVID-19 related issues. This has resulted in a total of 247.5 hours of leave at a cost of \$6,475. Last April, we had estimated this expense could run up to \$20,000. As of today, we need to continue to grant up to 80 of COVID-19 sick leave to all employees. Staff is working on an update to the IIPP concerning OSHA's new COVID-19 requirements.

He continued with an update on the RFP that the District released concerning Laguna Joaquin. We received two proposals, and after meeting with RMA Staff, determined that the proposal from Stratus was the best suited to fulfill the tasks in the RFP. CSD committed \$30,000 towards the cost of the proposal at the November 18, 2020 Board meeting, and RMA's Board did not commit any funds at their Board meeting December 16,

2020. Mr. Hennig continued that RMA understands that the District will not be putting any more materials in the Basin to combat the Midge Flies.

Director Merchant added that he would like to make sure that RMA understands the overflow of the Basin flows into the river. Mr. Hennig agreed that we don't want anything going into the river. He continued that before we close this item out, we will have a formal meeting with RMA, and a formal document memorializing the details of this discussion.

Mr. Hennig continued with an introduction of Tina Talamantes, Interim Security Chief. She will remain with the District until Chief Werblun returns. He let the Board know that he is working with the County to see if the District can piggyback on the County's Nextdoor account. Staff is still working to set up a meeting to review the Security Opinion Poll and hopes to have them scored in January. He reported that the Developer is up to date with the CFD 2014-1 Bond payments. He concluded by thanking Staff for all their efforts working through the Pandemic.

Director Maybee asked that Ms. Talamantes and Ms. Wilder be signed up for the Emergency Preparedness Summit, Linda Butler attend the Board Member Best Practices, and Martin Pohll attend the Brown Act Principals training offered through CSDA.

Under Agenda Item 7B, Cindy Chao, Controller, updated the Board on the status of the District's finances. She thanked resident Richard Gehrs for catching an overpayment on the licensing and registration for the new Ford pickup, noting that the money will be returned once we receive the license and registration. Director Butler received clarification on the properties that are on the delinquent report. Two of the properties are undeveloped land.

Director Merchant asked about the reserve accounts. Ms. Chao will have an update at the Finance Committee meeting.

Resident Crystal Matter asked what category legal settlements are paid from. Mr. Hennig informed her that the District has a contract with Golden State Risk Management Association, and they handle any legal settlements. He is not privy to any settlements that he can share.

Under Agenda Item 7C, General Manager Hennig updated the Board on the Security Report, noting that moving forward, Interim Chief Talamantes will be taking over the Security reports. The VIPs truck is almost ready to be used by Security Staff, the South gate arm has been replaced and new body camera equipment has been ordered. The Security cameras have been upgraded and we are looking for them to help us with underaged golf cart driving identification. He is still working on the camera for the entrance of Murieta Village. The Security Department will start to issue citations for violations in the commercial section. He discussed the Incident Reports that are posted weekly.

Director Maybee added that we have a few residents that are taking care of graffiti.

Resident Les Clark inquired about an incident with a B.B. gun November 10, 2020 and was there any follow up. Mr. Hennig responded that the incident was sent to RMA.

Mr. Hennig continued with a follow up to a question asked previously if the information on the RMA report was the same that was previously on the CSD report and it does contain the same information.

Under Agenda Item 5D, Paul Siebensohn, Director of Field Operations, gave a brief summary of the utilities update noting that water plant #2 is offline to perform winter maintenance. The water use data that used to be in the Finance Report will now be in the Utilities Report. Staff will continue to replace meters as needed

and will be replacing fire hydrants. There were no sewer collection issues, and Staff worked to clean out sewer lines.

Below are the Development Updates (developments not listed have had no updates since the last Board Meeting):

Murieta Gardens Legacy Villas & Suites (Lot 7) – The submitted plans have been reviewed and sent back by Coastland with some discussion about the EDU's that will be assigned for this project. The plans are being completed and have been signed by Coastland Engineering.

Murieta Gardens Circle K Gas Station/Carwash (Lot 11) - A plan comment letter from Coastland Engineering was submitted back to the project.

Murieta Gardens – Taco Bell (Lot 9) – The developer reports this project has been approved by CPAC and design review updates have been submitted to Sacramento County. The lot owner intends to sell the lot to another party. At that point when the project proceeds, we will direct the new owner to submit a project application packet and deposit for review of this project.

Riverview - The project provided another review of the Riverview's Phase 1A plans, water study, and storm drain study for review on November 4. They received the project's Phase 1B plans and grading plans and provided comment back on December 11. We also held a meeting with the project engineers to discuss storm water and sanitary sewer modeling requirements. Staff provided CCTV footage and manhole depth measurements of the existing sewer line that the Riverview project will be impacting for their modeling purposes.

The Development page on the District's website has been updated and can be found at: <https://www.ranchomurieta.com/development-projects>.

Director Merchant asked about the level of the water in Calero, and Mr. Siebensohn said he would include an update on the water levels in the Reservoirs at the January Improvements Committee meeting.

Director Maybee asked if there was anything we needed to do concerning the trails at Riverview. Mr. Hennig responded RMA is involved with the development of the trails, and the District's concern is with the potential evacuation of the Community if needed.

## **8. REVIEW DISTRICT MEETING DATES/TIMES FOR JANUARY 2020**

No Update.

## **9. CORRESPONDENCE**

Director Maybee noted the email received from Stephani Bianchi.

## **10. COMMENTS FROM THE PUBLIC**

None.

## **11. CONSIDER ADOPTION OF RESOLUTION R2020-08, RESOLUTION DECLARING RESULTS OF THE NOVEMBER 3, 2020 ELECTION**

**Motion/Maybee** to adopt Resolution R2020-08 declaring the results of the November 3, 2020 election.  
**Second/Jenco.** Roll Call Vote: Ayes: Maybee, Jenco, Merchant, Butler, Pohll. Noes: None. Absent: None. Abstain: None.

## 12. COMMITTEE ASSIGNMENTS

President Maybee reviewed the Committee Assignments for 2021.

## 13. REVIEW MONTHLY UTILITY BILLING DELINQUENCIES AND CONSIDER REINSTATEMENT OF LATE FEES AND INTEREST ON DELINQUENT ACCOUNTS

Tom Hennig gave a brief overview of the item, reviewing when COVID-19 started in March of 2020 the District not only ceased turning off water for non-payment, per Governor Newsom's orders, but also ceased charging late fees and interest on delinquent accounts. The amount of past due accounts is growing and includes 42 accounts for a total amount due of \$47,506. Staff recommends that we start charging the 10% late fee on newly delinquent accounts and 1% interest on all past due accounts as of January 25, 2021. **Motion/Maybee to approve the reinstatement of late fees and interest on past due accounts beginning with the January 25, 2021 billing statement. Director Merchant added that we will be recovering the amount of late fees and interest on any past due accounts that the District may be adding to the delinquent tax levy program with the County. Second/Merchant. Roll Call Vote: Ayes: Maybee, Jenco, Merchant, Butler, Pohll. Noes: None. Absent: None. Abstain: None.**

## 14. CONSIDER AD HOC COMMITTEE ASSIGNMENTS FOR NEGOTIATIONS ABOUT AMENDMENT TO 1987 AGREEMENT AMONG CIA, RMPI AND CSD REGARDING GRANLEES DAM, CIA CANAL AND WATER RIGHTS PERTAINING THERETO

Mr. Hennig discussed the Districts desire to enter into negotiations with the CIA Ditch to reevaluate the agreement and ensure that the document is in the best interest of all parties. President Maybee added that this is a community issue, and he approved the formation of an Ad Hoc Committee to review and renegotiate the document. He appointed Directors Merchant and Jenco to sit on the Committee.

Director Butler asked that we refer to the members of the CIA Ditch Agreement by their formal names.

## 15. CONSIDER SOLE SOURCE APPROVAL FOR PURCHASE OF TESCO CONTROLS, INC., FOR CHLORINE GAS TO BLEACH CONVERSION – CIP 18-07-02

Mr. Siebensohn commented that this had been approved in the Improvements Committee and asked if the Board would like to hear about it again. Director Maybee let him know it was not necessary and asked how often the total price of projects runs over the initial estimate and into the 15% contingency that is placed on these items. Mr. Siebensohn replied that we usually never get into the contingency. **Motion/Maybee to approve the Tesco Bid for Tesco Controls for the Chlorine Gas to Bleach Conversion CIP 18-07-2 in the amount of \$86,980, with at 15% contingency for \$100,027, funding to come from sewer replacement reserves. Second/Pohll. Ayes: Maybee, Jenco, Butler, Merchant, Pohll. Noes: None. Absent: None. Abstain: None.**

## 16. CONSIDER APPROVAL OF N.J. McCUTCHEN, INC., PROPOSAL FOR EAST DISSOLVED AIR FLOTATION (DAF) SATURATION TANK REPLACEMENT

Mr. Siebensohn discussed the options for replacing the failed saturation tank, including one that was discussed at the December Improvements Committee meeting which involved replacing the pump and eliminating the need for the tank. After further research, he discovered that the pump needs to be replaced every few years at a substantial cost. **Motion/Maybee to approve the bid from N.J. McCutchen, Inc for the replacement of the East DAF Saturation Tank in the amount of \$28,755 plus a 15% contingency for \$33,068, funding to come from sewer replacement reserves. Second/Butler. Ayes: Maybee, Jenco, Butler, Merchant, Pohll. Noes: None. Absent: None. Abstain: None.**



## 17. DIRECTOR COMMENTS/SUGGESTIONS

Director Maybee acknowledged the workload and commitment level of Staff and said that he appreciates it.

## 18. ADJOURNMENT

**Motion/Maybee to adjourn at 6:31 p.m. Second/Butler. Ayes: Maybee, Jenco, Butler, Merchant, Pohl.**

**Noes: None. Absent: None. Abstain: None.**

Respectfully submitted,

Amelia Wilder  
District Secretary

DRAFT

## MEMORANDUM

Date: January 8, 2021  
To: Board of Directors  
From: Improvements Committee Staff  
Subject: January 5, 2021 Improvements Committee Meeting Minutes

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### 1. CALL TO ORDER

Director Jenco called the meeting to order at 8:00 a.m. via ZOOM video conference pursuant to Governor Newsom's Executive Order N-29-20. Present were Director Jenco and Director Pohll. Present from District staff were Tom Hennig, General Manager; Paul Siebensohn, Director of Field Operations; Cindy Chao, Controller; Tina Talamantes, Interim Security Chief, and Amelia Wilder, District Secretary.

### 2. PUBLIC COMMENT

None.

### 3. MONTHLY UPDATES

Paul Siebensohn, Director of Field Operations, gave a brief overview of the project updates. He began by discussing the corrosion in the East dissolved air flotation (DAF) and stated that we will replace some of the tie rods and components in the tank then look at adding epoxy coating prior to next summer. For the chlorine gas to sodium hypochlorite conversion project TESCO has received the purchase order and they are waiting to schedule their staff on the project due to COVID-19 issues.

During the Development Update, Mr. Siebensohn noted that the Development page on the website has more information there:

The Retreats East and North - This project reports it is being re-designed by the developer. Nothing has been provided to the District for review.

Rancho Murieta North – Development Project - The project reports that they intend to complete their traffic mitigation study by the end of December and a green-house gas study in January and then submit their Notice of Preparation in January. A notice of preparation (NOP) is a brief notice sent by the lead agency to notify the responsible agencies that the lead agency plans to prepare an Environmental Impact Review, commonly referred to as EIR.

MG - Murieta Marketplace - The project is still utilizing the drainage detention basin as a stormwater control basin for its remaining commercial development lots and therefore this project is not closed out.

MG – Legacy Villas & Suites (lot 7) - The submitted plans have been reviewed and sent back by Coastland with some discussion about the EDU's that will be assigned for this project. The plans are being completed and have been signed by Coastland Engineering.

MG - Lot 10 (PDF Office) - No update.

MG – Lot 9 (Taco Bell) - The developer reports this project has been approved by CPAC and design review updates have been submitted to Sacramento County. The lot owner intends to sell the lot to another party. At that point when the project proceeds, we will direct the new owner to submit a project application packet and deposit for review of this project.

MG – Lot 11 (Circle K Gas Station/carwash) - A plan comment letter from Coastland Engineering was submitted back to the project. The project responded on comments and is working with Coastland Engineering.

Murieta Business Park - The project continues to complete their buildings.

Riverview - The project anticipates beginning grading the entire site in April 2021 and then the construction of Phase 1A and 1B later in 2021. Coastland provided comments for the grading plan and Phase 1B submittal on 12/22/20. The downstream sewer line is being evaluated by the engineers.

Resident Les Clark asked if CSD should provide a copy of development projects reports to the RMA General Manager. Mr. Siebensohn stated that we are generally in contact with them. Tom Hennig, General Manager noted that he meets regularly with RMA's General Manager.

John Sullivan added that Taco Bell has successfully negotiated the final elevation changes. He also commented on the Riverview Project and voiced his concerns about the easements and conditions of approval. Mr. Siebensohn pointed out that these are not within the purview of the District. Mr. Jenco stated that the conditions of approval for Riverview should be an item on the next Board meeting. ***This item will be on the January 20, 2020 Board meeting agenda.***

Mr. Sullivan continued with concerns about moving irrigation lines on the golf course and wondered if these were recycled water lines. Mr. Siebensohn assured the Committee that anything done with recycled water would be done to meet the District's recycled water standards.

#### **4. RESERVOIR LEVEL UPDATE**

Mr. Siebensohn gave a detailed update on the levels of water in the Reservoirs. He shared historical maps of water in the Reservoirs.

#### **5. DISCUSS UPDATE LAGUNA JOAQUIN RFP**

Mr. Hennig reviewed briefly with the Committee the RFP for Environmental Engineering Services for Laguna Joaquin. He stated that he believes Kevin Hubred, RMA General Manager, may still be looking at some parts of this RFP.

#### **6. DISCUSS CIA DITCH AD HOC COMMITTEE**

Mr. Hennig updated the Committee and let them know that the Committee has not met since its creation at the December 16, 2020 Board meeting.

#### **7. DIRECTOR AND STAFF COMMENTS/SUGGESTIONS**

Mr. Siebensohn commended Staff for their efforts repairing a pipe and sinkhole by Laguna Joaquin.

#### **8. ADJOURNMENT**

Director Jenco adjourned the meeting at 8:35 a.m.

## MEMORANDUM

Date: January 8, 2021  
To: Board of Directors  
From: Finance Committee Staff  
Subject: January 5, 2021 Finance Committee Meeting Minutes

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### 1. CALL TO ORDER

Director Merchant called the meeting to order at 10:00 a.m. via ZOOM video conference pursuant to Governor Newsom's Executive Order N-29-20. Present were Directors Merchant and Pohll. Present from District staff were Tom Hennig, General Manager; Paul Siebensohn, Director of Field Operations; Cindy Chao, Controller; Tina Talamantes, Interim Security Chief; and Amelia Wilder, District Secretary.

### 2. COMMENTS FROM THE PUBLIC

None.

### 3. FY 2021-22 BUDGET SCHEDULE

Cindy Chao, Controller reviewed the Budget Schedule. It was decided that the Board would have a special meeting in mid-February to review goals and the budget.

Director Merchant asked that we track consulting fees like we do for legal expenses. Ms. Chao added that can happen when we have the mid-year budget review at the February Finance Committee meeting.

### 4. LOCAL AGENCY INVESTMENT FUND (LAIF) BALANCE REVIEW

Cindy Chao reviewed the LAIF balances and explained the variance in the LAIF cash balance and our Reserve balance, reporting that the balance in the two accounts is not necessarily the same. \$2,000,000 was transferred in December 2020. Tom Hennig, General Manager, expanded by saying LAIF is an account where we store money. On our books we track the reserve funds that come in from the rate payers. Reserve and LAIF accounts are separate, and we only go to our LAIF account when we need to pay for a project and the reserve account balance is not great enough to pay for a project.

Director Merchant asked if we could add money from our LAIF account to the reserve accounts. Mr. Hennig answered that we could take money from a general account and put it into a reserve account. Mr. Merchant asked that we review how much working capital we need to have in reserves.

Director Pohll asked why we are putting our money in the LAIF account and not a commercial account. Mr. Hennig explained that the District has an Investment Policy, and LAIF is named as our Investment Account. Director Pohll asked if we could put it in a commercial account and receive higher returns. Mr. Merchant added that the District has a conservative investment policy. He asked that we have a meeting with LAIF to review our investments.

### 5. REVIEW/DISCUSS RESERVE STUDY RFP

Mr. Hennig explained that we would like to have a company perform a Reserve Study, as we have not had one for several years.

Director Merchant wanted to look closely at the value of items that were on the last report, from 2015, and reassess the value.

## **6. UPDATE SECURITY SERVICE OPINION SURVEY RFQ**

General Manager Hennig commented that we are waiting for the GM at RMA to set up the time to review the four responses. Phase one will be setting up the work groups to find out what questions we want to ask.

## **7. DIRECTOR AND STAFF COMMENTS/SUGGESTIONS**

Director Pohll led a discussion concerning the taxes that the District receives from the County. Mr. Hennig elaborated that we are expecting the County check in our account shortly. The conversation included a discussion of the FY 2018/19 and 2019/20 delinquent payments on the CFD 2014-1 that were received. The next check we receive from the County will include all of the unpaid Security and Drainage tax payments, plus the current Mello-Roos payments. Director Pohll continued by asking if we can see a breakdown of that payment, and where we will allocate it at the February 2021 Finance Committee meeting.

Director Merchant would like to see the property tax allocation, with the hopes of allocating that money to the Reserve accounts. He asked if the Committee could begin seeing a monthly breakdown of all receivables with residential bills, undeveloped property and commercial property including the delinquent amounts in these categories. He would like to look at the unpaid taxes that are at the County. He would like to determine the unpaid Drainage and Security taxes, plus the property taxes.

## **8. ADJOURNMENT**

The meeting was adjourned at 10:42 a.m.

## MEMORANDUM

Date: January 11, 2021  
To: Board of Directors  
From: Communication & Technology Committee Staff  
Subject: January 7, 2021 Communication & Technology Committee Meeting Minutes

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### **1. CALL TO ORDER**

Director Merchant called the meeting to order at 8:30 a.m via ZOOM video conference pursuant to Governor Newsom's Executive Order N-29-20. Present were Directors Merchant and Butler. Present from District staff were Tom Hennig, General Manager; Paul Siebensohn, Director of Field Operations; Tina Talamantes, Interim Security Chief; Cindy Chao, Controller; Michelle Ammond, Interim Controller, and Amelia Wilder, District Secretary.

### **2. COMMENTS FROM THE PUBLIC**

None.

### **3. MONTHLY WEBSITE AND SOCIAL MEDIA UPDATE**

Amelia Wilder, District Secretary, gave an update of the statistics related to the number of visits per page to Facebook and RMCSD.com.

### **4. KEEPING TRACK OF CURRENT ISSUES REPORT**

Tom Hennig, General Manager updated the Committee on the status of the document that Staff is preparing to keep track of current issues in the District, noting the amount of work associated with keeping it up to date.

Director Butler noted the point of the document is to be able to find the information that people are looking for. She would like to start the list of items as of June of 2020.

Mr. Hennig said that we would have a template at next month's Communication and Technology Committee meeting.

### **5. DISCUSS OPTIONS FOR NEXTDOOR ACCOUNT**

Tom Hennig discussed this project with the Committee stating that he has a meeting set up with a representative from the County to discuss the District piggybacking on the County's Nextdoor account with the hopes of saving the District a substantial cost for implementing these services.

### **6. REVIEW WATER SMART WEBINAR SCHEDULE**

Tom Hennig discussed the dates that Be Water Smart will be hosting webinars on how to save water. This information will be added to Facebook and the Pipeline, it is currently posted on the website.

### **7. DIRECTOR AND STAFF COMMENTS**

Mr. Hennig stated that he would like the Board to instruct him to write a letter endorsing the Scott Road Intersection. Director Merchant noted that RMA has approved a letter and he has several letters coming to endorse the project.

Mr. Hennig announced that Tonya Perez, Accounting Supervisor, has accepted a position elsewhere and her last day will be January 21, 2021

Mr. Hennig announced that Jeff Werblun, Security Chief, has resigned and his last day will be January 13, 2021.

Director Merchant expressed his desire to gain a better understanding of the District and County views on landscaping, and water conservation. He would like to have this topic on the Current Issues Report.

#### **8. Adjournment**

The meeting was adjourned at 8:58 a.m.

DRAFT

## MEMORANDUM

Date: January 14, 2021  
To: Board of Directors  
From: Security Committee Staff  
Subject: January 7, 2021 Security Committee Meeting Minutes

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### 1. CALL TO ORDER

Director Maybee called the meeting to order at 10:00 a.m. via ZOOM video conference pursuant to Governor Newsom's Executive Order N-29-20. Present was Director Maybee. Present from District staff were, Tom Hennig, General Manager; Paul Siebensohn, Director of Field Operations; Tina Talamantes, Interim Security Chief; Cindy Chao, Controller; Michelle Ammond, Interim Controller; and Amelia Wilder, District Secretary.

### 2. COMMENTS FROM THE PUBLIC

None.

### 3. MONTHLY UPDATES

Tom Hennig, General Manager introduced Tina Talamantes, Interim Security Chief, and welcomed her as a new addition to the Security Department. Ms. Talamantes continued with the Operations Updates, noting that a new Gate Officer has been hired, we continue to recruit for Patrol and Gate Officers, and will continue to use PDF Staff to support Security Gate & Patrol until vacancies are filled. She has held one on one meetings with Staff, to see what is needed by them to facilitate productivity. The south entry gate and the Lago Drive gates have been replaced, and the repairs to the restroom and HVAC at the Safety Center are under way. The Department is working on upgrading Body Cameras for Patrol Officers.

She continues to work with RMA Leadership, and Sergeant Tompkins has been working on Fire Safety issues for Quick Access to the south areas.

The installation of the cameras at the Murieta Village entrance is progressing and the electrical portion of the project is now under contract.

Ms. Talamantes continued by stating that we are reinstating a program for issuing County citations for violations in the Commercial area and is setting up a meeting with the Sherriff's Department to review this.

She also reviewed the Incidents of Note, discussing a vehicle that was abandoned by Lake Calero. President Maybee asked that the vehicle owner be contacted and asked to reimburse the District for any costs incurred due to this incident. The spreadsheet provided by RMA with the year's violations was presented. There was a denied entries report added to the packet.

The full Incident Log was provided. Mr. Hennig stated that the full logs will be provided monthly in the Security Committee Report. The monthly Board report from Security will continue to feature incidents of note.

### 4. DISCUSS CUSTODIAN OF RECORDS POLICY P2021-01

Mr. Hennig briefly discussed the process for hiring new employees. Each employee is required to submit fingerprints to the Sacramento County Sherriff's department. In order for the District to review the criminal records associated with the fingerprints, the District must have a Custodian of Records Policy. President Maybee recommended moving this item to the Board. ***This item will be on the January 20, 2021 Board meeting agenda.*** Resident Les Clark asked if there was any policy relating to electronic copies of these records. Staff will research this.

### 5. DIRECTOR & STAFF COMMENTS



Mr. Hennig announced that we received notification from Jeff Werblun that he will be resigning as of January 13, 2021. He continued by informing the Committee that there will be an event the weekend of January 9 and 10, 2021 held at the Equestrian Center for Reopen California Now. He welcomed Tina Talamantes, who will help to lead Security until further notice. Ms. Talamantes will also assist the District with additional administrative tasks as needed.

Director Maybee welcomed Ms. Talamantes and mentioned that she would probably start attending RMA Compliance Meetings. He also stated that we would be moving forward on the Security Opinion Poll.

## **6. ADJOURNMENT**

The meeting adjourned at 10:40 a.m.

DRAFT

## MEMORANDUM

Date: January 15, 2021  
To: Board of Directors  
From: Cindy Chao, Controller  
Subject: Bills Paid Listing

Enclosed is the Bills Paid Listing Report for December 2020. Please feel free to call me before the Board meeting regarding any questions you may have relating to this report. This information is provided to the Board to assist in answering possible questions regarding large expenditures.

The following major expense items for December:

Vendor	Purpose	Amount	Funding
California Waste Recovery Systems	Solid Waste Monthly Contract	\$ 54,133.51	Operating Expense
County of Sacramento	Quarterly Waste for 5 Quarters Since July 2019	\$ 48,332.62	Operating Expense
California Public Employees' Retirement System	Payroll - PERS Medical	\$ 42,879.34	Operating Expense
State Water Resources Control Board	Certifications	\$ 26,021.00	Operating Expense
PDF Tactical	Contract Staffing - Security	\$ 16,196.29	Operating Expense
S. M. U. D.	Utilities	\$ 14,117.78	Operating Expense
Coastland Civil Engineering	Engineering	\$ 11,033.75	Operating Expense
California Public Employees' Retirement System	Payroll - PERS UAL	\$ 10,887.04	Operating Expense
California Public Employees' Retirement System	Payroll-PERS Retirement	\$ 10,440.19	Operating Expense
Accountemps	Contract Staffing - Admin	\$ 10,008.75	Operating Expense

PREPARED BY: *Cindy Chao, Controller*

REVIEWED BY:  , District Treasurer

**Rancho Murieta Community Services District**  
**Bills Paid Listing for December 2020**

Check	Date	Vendor	Amount	Purpose
Check	12/1/2020	ABS Direct	1,100.00	Postage
EFT	12/1/2020	California Public Employees' Retirement System	42,879.34	Payroll - PERS Medical
EFT	12/1/2020	California Public Employees' Retirement System	10,440.19	Payroll-PERS Retirement
Check	12/1/2020	Chrysler Capital	156.80	Patrol Vehicle Lease
Check	12/1/2020	Guardian Life Insurance	4,768.95	Payroll - Dental/Life
EFT	12/1/2020	Nationwide Retirement Solution	2,256.82	Payroll - Def Comp
Check	12/1/2020	Vision Service Plan (CA)	435.58	Payroll - Vision
Check	12/11/2020	A Leap Ahead IT	4,804.61	IT Services
Check	12/11/2020	ABS Direct	1,453.26	November 2020 Statement Run
Check	12/11/2020	Accountemps	3,272.50	Contract Staffing - Admin
Check	12/11/2020	American Family Life Assurance Co.	626.44	Payroll - AFLAC
Check	12/11/2020	Applications By Design, Inc.	3,635.00	Barcodes Deposit
Check	12/11/2020	APS Enviromental	2,520.00	Sludge Removal from WTP
Check	12/11/2020	Aramark Uniform & Career Apparel, LLC	129.98	Uniform Service
Check	12/11/2020	AT&T	5,349.52	Phone Bill
Check	12/11/2020	AT&T	954.63	Cell Phone Bill
Check	12/11/2020	Batteries Plus Bulbs	1,076.75	Maintenance/Repair Parts
Check	12/11/2020	California Laboratory Services	1,615.04	Lab Testing
EFT	12/11/2020	California Public Employees' Retirement System	10,887.04	Payroll - PERS UAL
Check	12/11/2020	California Waste Recovery Systems	54,133.51	Solid Waste Monthly Contract
Check	12/11/2020	Caltronics Business Systems	284.04	Copier - Warehouse
Check	12/11/2020	Concentra DBA Occupational Health Centers of CA, A Medical Corp	193.50	Pre Employment Screening
Check	12/11/2020	County of Sacramento	48,332.62	Quarterly Waste for 5 Quarters Since July 2019
Check	12/11/2020	Digital Deployment	300.00	Subscription to Streamline
Check	12/11/2020	Gallery & Barton	101.92	Legal Service for Potential Water Right
Check	12/11/2020	Galls/Quartermaster	69.58	Uniform - Security
Check	12/11/2020	Goolan, Edin	100.00	Rebate
Check	12/11/2020	Greenfield Communications	448.99	Internet
Check	12/11/2020	Legal Shield	11.95	Payroll - Legal
EFT	12/11/2020	Nationwide Retirement Solution	2,247.00	Payroll - Def Comp
Check	12/11/2020	Operating Engineers Local Union No. 3	309.65	Payroll - Union Due
Check	12/11/2020	Rancho Murieta Ace Hardware	447.24	Repairs & Maintenance
Check	12/11/2020	Rancho Murieta Association	900.00	Hydrant Refund
Check	12/11/2020	Sierra Chemical West Company	238.80	Chemicals
Check	12/11/2020	Sprint	189.95	Telephone - Air Cards
Check	12/11/2020	State of California	307.65	Water Rights
Check	12/11/2020	State of California	32.00	Pre Employment Screening
Check	12/11/2020	State Water Resources Control Board	26,021.00	Certifications
Check	12/11/2020	Stratus Environmental, Inc	6,679.75	FOG SOP Inspection
Check	12/11/2020	Strong, Jeralynn	100.00	Rebate
Check	12/11/2020	Tesco Controls, Inc.	4,252.44	Upgrade SCADA Cable
Check	12/11/2020	U.S. Postal Service	254.00	PO Box Renewal 2021
Check	12/11/2020	Univar Solutions USA Inc	3,079.21	Chemicals
Check	12/11/2020	USA Blue Book	1,679.65	Maintenance/Repair Parts
Check	12/11/2020	W.W. Grainger Inc.	284.65	Repairs & Maintenance
Check	12/11/2020	Wagner & Bonsignore Consulting Civil Engineers	287.50	BOD Apprv 2019-20 Water Right Renewal
Check	12/11/2020	Walker's Office Supplies, Inc	700.55	Office Supplies
Check	12/30/2020	A Leap Ahead IT	56.25	Service for Monthly RMCSDBills
Check	12/30/2020	Accountemps	10,008.75	Contract Staffing - Admin
Check	12/30/2020	Accounting & Association Software Group	288.75	Accounting Software Consulting
Check	12/30/2020	Action Cleaning Systems Inc	1,445.00	Janitorial Service
Check	12/30/2020	American Family Life Assurance Co.	626.44	Payroll - AFLAC





Rancho Murieta Community Services District  
Bills Paid Listing for December 2020

Check	Date	Vendor	Amount	Purpose
		CFD 2014-1 Bank of America Checking		
	12/11/2020	Corelogic Solutions, LLC	212.18	CFD 2014-01 Admin Fee Corelogic
	12/30/2020	NBS	1,806.96	CFD 2014-01 Admin Fee NBS
		<b>Total</b>	<b>2,019.14</b>	
		El Dorado Payoll		
			112,146.75	Payroll
		<b>Total</b>	<b>112,146.75</b>	

PREPARED BY: Cindy Chao, Controller

REVIEWED BY:  District Treasurer

**RANCHO MURIETA COMMUNITY SERVICES DISTRICT**  
**INVESTMENT REPORT**

<i>CASH BALANCE AS OF DECEMBER 31, 2020</i>	
<i>INSTITUTION</i>	<i>BALANCE</i>

**CSD FUNDS**

<b>EL DORADO SAVINGS BANK</b>	
SAVINGS	\$ 625,807
CHECKING	\$ 328,728
PAYROLL	\$ 144,112
<b>BANNER BANK</b>	
EFT	\$ 330,285
<b>LOCAL AGENCY INVESTMENT FUND (LAIF)</b>	
UNRESTRICTED	\$ 204,950
RESTRICTED RESERVES	\$ 8,081,967
<b>CALIFORNIA ASSET MGMT (CAMP)</b>	
OPERATION ACCOUNT	\$ 640,103
<b>US BANK</b>	
PARS GASB75 TRUST	\$ 2,424,625 *
	<hr/>
	\$ 12,780,575

**BOND FUNDS**

**COMMUNITY FACILITIES DISTRICT NO. 2014-1 (CFD)**

<b>BANK OF AMERICA</b>	
CHECKING	\$ 134,786
<b>WILMINGTON TRUST</b>	
BOND SPECIAL TAX FUND	\$ 97,233
BOND REDEMPTION ACCOUNT	\$ -
BOND ACQ & CONSTRUCTION	\$ 17,306
BOND RESERVE FUND	\$ 391,797
BOND SURPLUS	\$ 16,799
BOND ADMIN EXPENSE	\$ 22,003
BOND COI	\$ -
	<hr/>
	\$ 679,924
	<hr/>
	\$ 13,460,499

*\*Investments comply with the CSD adopted investment policy.*

\* BALANCE IS FOR NOVEMBER 30, 2020

PREPARED BY: *Cindy Chao, Controller*

REVIEWED BY:  District Treasurer

4A General Manager's Report - Pending

## MEMORANDUM

Date: January 12, 2021  
To: Board of Directors  
From: Cindy Chao, Controller  
Subject: Administration / Financial Update

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For your review is the summary of the December 2020 monthly Board Financial Report. Following are highlights from various internal financial reports. Please feel free to call me before the Board meeting regarding any questions you may have relating to these reports. We continue working with various financial system vendors to complete system integrations and upgrades as recommended by The Pun Group.

**Lock-Offs** – During the month of December 2020, there was zero (0) lock-off.

**Pay Agreements** – We still only have one (1) pay agreement set up. This number is expected to increase after the January utility bills are delivered.

**Connection Fees** – There was zero (0) connections paid for in December 2020.

**Aging Report** – As of January 14, 2021 the District has 41 delinquent accounts with a current outstanding balance of \$51,128.

- Six (6) properties last made a payment before November 2019 (total past due \$21,105)
- Two (2) properties last made a payment in February 2020. (total past due \$3,573)
- Five (5) properties last made a payment in March 2020. (total past due \$8,293)
- Two (2) properties last made a payment in April 2020. (total past due \$1,705)
- Two (2) properties last made a payment in June 2020. (total past due \$2,559)
- Three (3) properties last made a payment in July 2020. (total past due \$2,942)
- Five (5) properties last made a payment in August 2020. (total past due \$2,886)
- Ten (10) properties last made a payment in September 2020. (total past due \$5,554)
- Six (6) properties last made a payment in October 2020. (total past due \$2,511)

**Summary of Reserve Accounts as of December 31, 2020** – The ending balance of the District’s reserve accounts is \$6,729,303 of December 31, 2020, and it is an increase of \$57,483 compared with last month. Staff continues to validate all reserve contributions and expects there will be additional adjustments as we continue to identify past practices for allocation of monthly interest and sales revenue.



## Reserve Fund Balances

Reserve Descriptions	Fiscal Yr Beg Balance 7/1/2020	Increases	Decreases	Period End Balance 12/31/2020
Water Capital Replacement (200-2505)	1,790,096	145,395	52,789	1,882,702
Sewer Capital Replacement (250-2505)	3,109,804	223,398	236,370	3,096,831
Drainage Capital Replacement (260-2505)	12,409	116	82	12,443
Security Capital Replacement (500-2505)	84,523	675	20,843	64,355
Admin Capital Replacement (xxx-2505-99)	87,210	0	0	87,210
Sewer Capital Improvement Connection (250-2500)	4,308	31	22	4,318
Capital Improvement (xxx-2510)	745,286	54,257	2,995	796,549
Water Supply Augmentation (200-2511)	1,436,292	98,871	6,318	1,528,844
WTP Construction Fund Reserve (200-2513)	-782,858	96,807	101,808	-787,858
Security Impact Fee Reserves (500-2513)	37,827	6,155	74	43,907
<b>Total Reserves</b>	<b>6,524,898</b>	<b>625,705</b>	<b>421,300</b>	<b>6,729,303</b>

## Inter-fund Borrowing Balances

Inter-fund Borrowing	Fiscal Yr Beg Balance 7/1/2020	YTD Interest	YTD Repayment	Period End Balance 12/31/2020
WTP Construction Loan from Sewer	714,876	2,369	70,463	644,413
WTP Construction Loan from WSA	238,298	790	23,488	214,810
Security N. Gate Loan from Drainage Fund	0	0	0	0
<b>Total Inter-fund Borrowing</b>	<b>953,174</b>	<b>3,159</b>	<b>93,951</b>	<b>859,223</b>

## Budget to Actual Comparison Details (year-to-date through December 31, 2020)

### Revenues

Water Charges, year-to-date, are **above** budget \$34,633 or 1.60%

Sewer Charges, year-to-date, are **below** budget \$5,774 or (0.34%)

Drainage Charges, year-to-date, are **below** budget \$1,290 or (0.71%)

Solid Waste Charges, year-to-date, are **above** budget \$6,179 or 0.84%

Security Charges, year-to-date, are **below** budget \$37,143 or (2.92%)

### Expenses

The District's overall expenditures for FY 2020-21 are \$507,695 below budget through December 2020.

### Reserve Fund Purchases authorized by the General Manager

- Security Impact Fee Reserve - \$5,698 for Electrical work needed for Security camera installation on Murieta Drive by Murieta Inn.

**RANCHO MURIETA CSD**  
**Summary of All CSD Funds**  
**For the Six Months Ending 12/31/2020**  
**Budget to Actual Comparison Detail**

Description	Period Budget	Period Actual	YTD Budget	YTD Actual	YTD Budget (Over)/Under	Annual Budget
Charges for Services - Residential	\$442,124	\$442,241	\$2,988,989	\$2,985,593	\$3,396	\$5,701,410
Charges for Services - Commercial	41,883	42,483	369,583	355,711	13,872	652,196
Availability Charges	0	0	0	0	0	420
Sales Other	700	825	4,200	5,178	(978)	8,400
CIA Ditch Service Charges	485	0	4,110	0	4,110	7,920
Property Taxes	0	0	0	0	0	701,750
<b>Total General Income</b>	<b>485,192</b>	<b>485,549</b>	<b>3,366,883</b>	<b>3,346,483</b>	<b>20,399</b>	<b>7,072,096</b>
Interest Income	20	0	2,895	818	2,077	8,840
<b>Total Earnings Income</b>	<b>20</b>	<b>0</b>	<b>2,895</b>	<b>818</b>	<b>2,077</b>	<b>8,840</b>
Meter Installation Fee	0	0	0	10,600	(10,600)	6,800
Inspection Fees	0	0	0	3,795	(3,795)	4,807
Telephone Line Contracts	600	0	3,600	3,048	552	7,200
Fines/Rule Enforcement	175	175	1,050	1,050	0	2,100
Late Charges	4,800	0	28,800	(859)	29,659	57,600
Title Transfer Fees	1,350	2,400	8,100	22,800	(14,700)	16,200
Security Gate Bar Code Income	650	650	3,900	4,780	(880)	7,800
Project Reimbursement	2,182	1,046	13,092	10,061	3,031	26,184
Misc Income	1,075	857	6,450	3,508	2,942	12,900
<b>Total Other Income</b>	<b>10,832</b>	<b>5,128</b>	<b>64,992</b>	<b>58,784</b>	<b>6,208</b>	<b>141,591</b>
<b>TOTAL REVENUE</b>	<b>496,044</b>	<b>490,678</b>	<b>3,434,770</b>	<b>3,406,085</b>	<b>28,685</b>	<b>7,222,527</b>
Salaries & Wages	203,451	148,734	1,269,617	974,681	294,937	2,486,091
Employer Costs	53,431	46,473	320,948	239,287	81,661	668,226
Payroll Taxes	15,852	2,121	93,640	14,082	79,557	200,314
Other Employer Costs	15,637	12,906	91,769	77,488	14,281	182,438
Pension Expense	39,328	48,788	244,535	217,486	27,049	491,733
Tuition Reimbursement	1,435	0	1,435	0	1,435	2,870
<b>Total Employee Services</b>	<b>329,133</b>	<b>259,023</b>	<b>2,021,944</b>	<b>1,523,024</b>	<b>498,920</b>	<b>4,031,672</b>
Clerical Services	5,175	31,595	30,675	159,136	(128,461)	61,350
Recruitment	1,505	2,187	9,030	2,913	6,117	18,060
Travel/Meetings	1,740	96	10,940	606	10,334	21,880
Office Supplies	2,420	6,251	17,120	25,167	(8,047)	31,640
CWRS Contract Charges	56,162	54,484	336,974	324,593	12,380	673,947
Mail Machine Lease	0	0	1,400	507	893	2,800
Copy Machine Maintenance	1,520	284	8,470	4,382	4,088	17,590
Insurance	12,796	16,324	76,777	91,568	(14,792)	153,553
Postage	1,500	1,354	9,000	6,824	2,176	18,000
Telephones	4,528	11,112	27,170	38,888	(11,718)	54,339
Memberships	1,175	0	11,890	13,358	(1,468)	17,370
Audit	25,000	0	25,000	0	25,000	25,000
Legal	6,400	8,777	58,400	37,750	20,650	98,550
Training/Safety	3,250	0	26,050	8,664	17,386	47,800
Community Communications	100	0	7,700	1,574	6,127	13,700
Equipment Maint	250	0	4,450	(188)	4,638	5,950
Consulting	6,750	7,725	105,750	86,462	19,288	145,750
CIA Ditch Operations	500	0	35,000	31,142	3,858	38,000
<b>Total Administrative Services</b>	<b>130,772</b>	<b>140,189</b>	<b>801,795</b>	<b>833,845</b>	<b>(32,050)</b>	<b>1,445,279</b>
Election	0	1,887	10,000	1,887	8,113	10,000
Uniforms	1,058	1,097	6,550	5,425	1,125	13,100
Equipment Repairs	400	13	2,400	657	1,743	4,800
Building/Grounds Maint/Pest Cntr	2,594	2,488	15,561	21,321	(5,760)	31,122
Bar Codes	0	0	2,300	2,625	(325)	6,900
Vehicle Maint	3,750	133	22,500	17,437	5,063	45,000
Vehicle Fuel	4,250	2,336	25,500	16,324	9,176	51,000
Vehicle Lease	397	141	2,381	855	1,525	4,762
Off Duty Sheriff	0	0	6,000	2,563	3,437	8,000
Power	21,682	33,749	144,937	158,968	(14,032)	329,812

**RANCHO MURIETA CSD**  
**Summary of All CSD Funds**  
**For the Six Months Ending 12/31/2020**  
**Budget to Actual Comparison Detail**

Description	Period Budget	Period Actual	YTD Budget	YTD Actual	YTD Budget (Over)/Under	Annual Budget
Information System Maint	14,758	8,713	88,550	77,388	11,161	177,099
Supplies	1,658	5,502	9,950	16,896	(6,946)	19,900
Equipment Rental	450	0	4,700	4,001	699	11,400
Road Paving	1,500	0	9,000	14,842	(5,842)	18,000
Maintenance/Repairs	27,267	19,270	164,850	200,104	(35,254)	329,450
Non-routine Maint/Repair	3,250	1,044	19,500	10,167	9,333	39,000
Permits	0	0	5,750	5,994	(244)	5,750
Chemicals	4,000	3,318	93,500	83,083	10,417	148,000
Chemicals - T&O	0	0	1,500	3,756	(2,256)	3,000
Lab Tests	4,000	1,615	23,500	14,036	9,464	41,000
Removal (Hazardous Waste)	0	0	8,000	880	7,120	24,000
Permits	25,000	26,329	56,700	60,925	(4,225)	81,550
Tools	800	259	5,400	7,653	(2,253)	11,200
Dam Inspection Costs	0	0	65,000	66,055	(1,055)	65,000
Water Meters/Boxes	0	0	22,500	32,748	(10,248)	45,000
Drainage Improvements	0	0	200	0	200	1,700
<b>Total Operational Costs</b>	<b>116,814</b>	<b>107,892</b>	<b>816,728</b>	<b>826,593</b>	<b>(9,865)</b>	<b>1,525,545</b>
Miscellaneous	7,609	8,025	45,906	35,622	10,283	92,061
Admin Contingency	0	0	6,688	0	6,688	35,000
Director Exp/Reimbursements	450	15	2,700	60	2,640	5,400
Director Meeting Payments	1,500	0	9,000	0	9,000	18,000
Conservation	600	300	9,380	7,631	1,749	13,260
SACTO Regional Water Authority	0	0	18,000	9,628	8,372	18,000
SCGA Ground Water Authority	0	0	13,980	11,000	2,980	13,980
Interest Expense	2,013	311	11,625	2,648	8,977	24,330
<b>Total Other Expenses</b>	<b>12,172</b>	<b>8,651</b>	<b>117,279</b>	<b>66,589</b>	<b>50,690</b>	<b>220,031</b>
<b>Total Operating Costs</b>	<b>588,890</b>	<b>515,755</b>	<b>3,757,746</b>	<b>3,250,051</b>	<b>507,695</b>	<b>7,222,527</b>

**RANCHO MURIETA CSD  
ADMIN  
For the Six Months Ending Thursday, December 31, 2020  
FISCAL YEAR 2020 - 21**

<u>Description</u>	<u>Period Budget</u>	<u>Period Actual</u>	<u>YTD Budget</u>	<u>YTD Actual</u>	<u>YTD Budget (Over)/Under</u>	<u>Annual Budget</u>
CIA Ditch Service Charges	\$485		\$4,110		\$4,110	\$7,920
Property Taxes						701,750
Property Tax Allocation						(528,498)
Interest Income	20		120	130	(10)	240
Title Transfer Fees	900	1,600	5,400	15,200	(9,800)	10,800
Misc Income	125	391	750	997	(247)	1,500
<b>TOTAL REVENUE</b>	<b>1,530</b>	<b>1,991</b>	<b>10,380</b>	<b>16,327</b>	<b>(5,947)</b>	<b>193,712</b>
<b>EXPENDITURES</b>						
<b>Administration</b>						
Salaries & Wages	54,600	38,227	378,700	258,567	120,133	710,300
Employer Costs	14,923	13,021	89,538	65,813	23,725	186,509
Payroll Taxes	4,292	572	25,758	3,767	21,990	53,787
Other Employer Costs	7,339	5,190	41,284	31,349	9,935	81,668
Pension Expense	11,797	2,519	74,122	27,169	46,953	148,944
Clerical Services	4,250	13,281	25,500	106,915	(81,415)	51,000
Recruitment	800	268	4,800	541	4,259	9,600
Travel/Meetings	1,500	96	9,000	625	8,375	18,000
Office Supplies	1,400	1,852	11,000	12,456	(1,456)	19,400
Mail Machine Lease			1,400	507	893	2,800
Copy Machine Maintenance	1,500	271	8,350	4,302	4,048	17,350
Insurance	11,879	15,407	71,277	86,068	(14,792)	142,553
Postage	1,500	1,354	9,000	6,824	2,176	18,000
Telephones	775	1,457	4,650	4,474	176	9,299
Memberships	750		6,250	9,239	(2,989)	10,750
Audit	25,000		25,000		25,000	25,000
Legal	5,000	2,145	30,000	20,400	9,600	60,000
Training/Safety	1,250		7,500	1,930	5,570	15,000
Community Communications	100		3,700	1,574	2,127	5,700
Equipment Maint			2,950	413	2,537	2,950
Consulting		406		54,498	(54,498)	
Election		1,887	10,000	1,887	8,113	10,000
Building/Grounds Maint/Pest Cntr	1,594	1,054	9,561	10,869	(1,308)	19,122
Power	125		1,000		1,000	1,900
Information System Maint	10,314	7,341	61,887	69,825	(7,938)	123,773
Miscellaneous	2,008	261	12,050	6,692	5,358	24,100
Admin Contingency			6,688		6,688	35,000
Director Exp/Reimbursements	450	15	2,700	60	2,640	5,400
Director Meeting Payments	1,500		9,000		9,000	18,000
<b>TOTAL OPERATING COSTS</b>	<b>164,646</b>	<b>106,623</b>	<b>942,663</b>	<b>786,765</b>	<b>155,898</b>	<b>1,825,905</b>

**RANCHO MURIETA CSD  
WATER  
For the Six Months Ending Thursday, December 31, 2020  
FISCAL YEAR 2020 - 21**

Description	Period Budget	Period Actual	YTD Budget	YTD Actual	YTD Budget (Over)/Under	Annual Budget
Sales Residential	\$147,705	\$153,657	\$1,222,691	\$1,257,324	(\$34,633)	\$2,167,231
Sales Commercial	9,555	8,829	175,616	156,056	19,560	264,262
Availability Charges						200
Sales Other	700	825	4,200	5,178	(978)	8,400
Interest Income			950	(449)	1,399	3,800
Meter Installation Fee				5,600	(5,600)	6,800
Inspection Fees				1,771	(1,771)	3,036
Telephone Line Contracts	600		3,600	3,048	552	7,200
Late Charges	1,300		7,800	(215)	8,015	15,600
Project Reimbursement	2,000	864	12,000	8,969	3,031	24,000
Misc Income	600	116	3,600	422	3,178	7,200
<b>TOTAL REVENUE</b>	<b>162,460</b>	<b>164,290</b>	<b>1,430,457</b>	<b>1,437,704</b>	<b>(7,247)</b>	<b>2,507,729</b>

**EXPENDITURES**

**Water - SOS**

Salaries & Wages	1,734	929	10,450	2,317	8,133	21,122
Employer Costs	306	438	1,836	579	1,257	3,809
Payroll Taxes	133	13	799	34	765	1,707
Other Employer Costs	73		435		435	870
Pension Expense	328		2,032	116	1,916	4,093
Clerical Services	75		75		75	150
Power	1,866	2,269	10,783	13,845	(3,062)	62,634
Supplies	625		3,750	646	3,104	7,500
Equipment Rental						3,000
Maintenance/Repairs	2,500	16	15,000	1,731	13,269	30,000
Chemicals			2,000	700	1,300	3,000
Chemicals - T&O			1,500	3,756	(2,256)	3,000
Dam Inspection Costs			51,300	52,132	(832)	51,300
Miscellaneous						250
Admin Allocation	5,934	4,158	35,605	30,684	4,921	71,210
<b>Subtotal</b>	<b>13,573</b>	<b>7,825</b>	<b>135,565</b>	<b>106,541</b>	<b>29,024</b>	<b>263,646</b>

**Water - WT**

Salaries & Wages	18,207	9,871	109,725	76,353	33,372	221,781
Employer Costs	3,213	4,653	19,278	10,980	8,298	40,002
Payroll Taxes	1,393	141	8,393	1,133	7,260	17,932
Other Employer Costs	714		4,284		4,284	8,568
Pension Expense	3,443		21,336	6,441	14,895	42,979
Power	4,314	10,331	31,065	42,319	(11,254)	65,698
Supplies	100	594	600	2,299	(1,699)	1,200
Equipment Rental	50		300		300	600
Maintenance/Repairs	5,833	16,863	35,000	81,114	(46,114)	70,000
Chemicals	4,000	3,318	59,000	37,603	21,397	79,000
Lab Tests	2,000	813	14,500	6,230	8,270	23,000
Miscellaneous	400		2,400	(4)	2,404	4,800
Interest Expense	1,950	295	11,250	2,563	8,687	23,580
Admin Allocation	18,716	13,115	112,293	96,772	15,521	224,586
<b>Subtotal</b>	<b>64,333</b>	<b>59,993</b>	<b>429,424</b>	<b>363,803</b>	<b>65,621</b>	<b>823,726</b>

**RANCHO MURIETA CSD  
WATER  
For the Six Months Ending Thursday, December 31, 2020  
FISCAL YEAR 2020 - 21**

<u>Description</u>	<u>Period Budget</u>	<u>Period Actual</u>	<u>YTD Budget</u>	<u>YTD Actual</u>	<u>YTD Budget (Over)/Under</u>	<u>Annual Budget</u>
<b>Water - WT &amp; D</b>						
Salaries & Wages	18,207	10,340	109,725	65,850	43,875	221,781
Employer Costs	3,213	4,874	19,278	8,898	10,380	40,002
Payroll Taxes	1,393	148	8,393	978	7,415	17,932
Other Employer Costs	714		4,284		4,284	8,568
Pension Expense	3,443		21,336	5,195	16,141	42,979
Power	3,541	3,339	22,251	21,565	686	41,353
Supplies	333	894	2,000	2,129	(129)	4,000
Equipment Rental	200		1,200		1,200	2,400
Road Paving	1,500		9,000	14,842	(5,842)	18,000
Maintenance/Repairs	3,000	72	18,000	23,285	(5,285)	36,000
Removal (Hazardous Waste)						16,000
Water Meters/Boxes			22,500	32,748	(10,248)	45,000
Miscellaneous	50		300		300	600
Admin Allocation	15,368	10,769	92,208	79,463	12,745	184,416
<b>Subtotal</b>	<b>50,963</b>	<b>30,435</b>	<b>330,475</b>	<b>254,951</b>	<b>75,524</b>	<b>679,032</b>
<b>Water Admin</b>						
Salaries & Wages	8,670	32,432	64,750	150,397	(85,647)	118,110
Employer Costs	1,530	(4,148)	9,180	34,486	(25,306)	19,050
Payroll Taxes	663	464	3,997	2,216	1,781	8,539
Other Employer Costs	348	3,049	2,088	18,273	(16,185)	4,176
Pension Expense	1,639	20,404	10,159	64,663	(54,504)	20,210
Tuition Reimbursement	405		405		405	810
Clerical Services	750		4,500		4,500	9,000
Recruitment	215	496	1,290	681	609	2,580
Travel/Meetings	140		840	(8)	848	1,680
Office Supplies	250	563	1,500	2,631	(1,131)	3,000
Copy Machine Maintenance	10	7	60	40	20	120
Insurance	917	917	5,500	5,500		11,000
Telephones	1,708	4,472	10,250	16,017	(5,767)	20,500
Memberships	425		4,815	3,440	1,375	5,395
Legal		5,642	20,000	10,173	9,827	20,000
Training/Safety	1,200		7,500	2,668	4,832	13,200
Consulting	4,250	405	25,500	10,287	15,213	50,000
CIA Ditch Operations	500		35,000	31,142	3,858	38,000
Uniforms	400	641	2,400	2,171	229	4,800
Building/Grounds Maint/Pest Cntr	175	550	1,050	4,544	(3,494)	2,100
Vehicle Maint	1,750		10,500	1,526	8,974	21,000
Vehicle Fuel	950	593	5,700	4,417	1,283	11,400
Information System Maint	2,055	102	12,327	362	11,965	24,655
Maintenance/Repairs	600	102	3,600	324	3,276	7,200
Non-routine Maint/Repair	2,000	1,044	12,000	10,167	1,833	24,000
Removal (Hazardous Waste)				880	(880)	
Permits		1,713	15,700	14,228	1,472	30,300
Tools	500	129	3,000	2,146	854	6,000
Miscellaneous	725		4,350		4,350	8,700
Conservation	600	300	9,380	7,631	1,749	13,260
Sacto Water Authority			18,000	9,628	8,372	18,000
CGWA/SE Area Water			13,980	11,000	2,980	13,980
Admin Allocation	16,585	11,622	99,512	85,757	13,754	199,023
<b>Subtotal</b>	<b>49,960</b>	<b>81,497</b>	<b>418,833</b>	<b>507,388</b>	<b>(88,554)</b>	<b>729,788</b>

**RANCHO MURIETA CSD  
WATER  
For the Six Months Ending Thursday, December 31, 2020  
FISCAL YEAR 2020 - 21**

<u>Description</u>	<u>Period Budget</u>	<u>Period Actual</u>	<u>YTD Budget</u>	<u>YTD Actual</u>	<u>YTD Budget (Over)/Under</u>	<u>Annual Budget</u>
<b>TOTAL COSTS</b>	<b>178,829</b>	<b>179,750</b>	<b>1,314,296</b>	<b>1,232,682</b>	<b>81,614</b>	<b>2,496,192</b>

**RANCHO MURIETA CSD**  
**SEWER**  
**For the Six Months Ending Thursday, December 31, 2020**  
**FISCAL YEAR 2020 - 21**

<u>Description</u>	<u>Period Budget</u>	<u>Period Actual</u>	<u>YTD Budget</u>	<u>YTD Actual</u>	<u>YTD Budget (Over)/Under</u>	<u>Annual Budget</u>
Sales Residential	\$112,175	\$111,342	\$672,838	\$667,064	\$5,774	\$1,347,259
Sales Commercial	11,803	12,311	70,818	73,202	(2,384)	141,636
Availability Charges						220
Interest Income			1,250	621	629	2,500
Inspection Fees				1,012	(1,012)	1,771
Late Charges	1,500		9,000	(215)	9,215	18,000
Project Reimbursement	182	182	1,092	1,092		2,184
Misc Income		2		6	(6)	
<b>TOTAL REVENUE</b>	<b>125,660</b>	<b>123,837</b>	<b>754,998</b>	<b>742,783</b>	<b>12,215</b>	<b>1,513,570</b>

**EXPENDITURES**

**Sewer - SC**

Salaries & Wages	12,138	2,502	73,150	12,412	60,738	147,854
Employer Costs	2,142	1,179	12,852	2,288	10,564	26,664
Payroll Taxes	929	36	5,597	182	5,415	11,957
Other Employer Costs	478		2,868		2,868	5,736
Pension Expense	2,295		14,223	922	13,301	28,651
Power	1,766	1,421	8,957	6,842	2,115	18,291
Supplies	100		600	15	585	1,200
Equipment Rental	100		600		600	1,200
Maintenance/Repairs	6,667		40,000	10,067	29,933	80,000
Miscellaneous	50		300	38	262	600
Admin Allocation	9,738	6,824	58,429	50,353	8,076	116,858
<b>Subtotal</b>	<b>36,403</b>	<b>11,962</b>	<b>217,576</b>	<b>83,118</b>	<b>134,458</b>	<b>439,011</b>

**Sewer - ST & D**

Salaries & Wages	14,999	11,489	90,393	100,061	(9,669)	182,705
Employer Costs	2,283	5,415	14,062	11,886	2,176	29,751
Payroll Taxes	1,147	164	6,914	1,494	5,420	14,773
Other Employer Costs	589		3,534		3,534	7,068
Pension Expense	2,836		17,575	8,435	9,140	35,407
Power	8,415	14,854	62,501	66,623	(4,122)	121,707
Supplies	500	4,015	3,000	11,807	(8,807)	6,000
Equipment Rental	100		600	4,001	(3,401)	1,200
Maintenance/Repairs	6,667	1,354	40,000	72,984	(32,984)	80,000
Chemicals			31,000	34,441	(3,441)	54,000
Lab Tests	1,250	802	7,500	7,807	(307)	15,000
Removal (Hazardous Waste)			8,000		8,000	8,000
Miscellaneous			250	5,177	(4,927)	500
Admin Allocation	16,737	11,729	100,425	86,544	13,881	200,849
<b>Subtotal</b>	<b>55,523</b>	<b>49,821</b>	<b>385,753</b>	<b>411,260</b>	<b>(25,507)</b>	<b>756,960</b>

**Sewer Admin**

Salaries & Wages	5,202	3,026	31,350	17,615	13,735	63,366
Employer Costs	918	1,426	5,508	2,850	2,658	11,430
Payroll Taxes	398	43	2,399	262	2,137	5,125
Other Employer Costs	203	514	1,743	3,062	(1,319)	3,211



**RANCHO MURIETA CSD  
SEWER  
For the Six Months Ending Thursday, December 31, 2020  
FISCAL YEAR 2020 - 21**

<u>Description</u>	<u>Period</u> <u>Budget</u>	<u>Period</u> <u>Actual</u>	<u>YTD</u> <u>Budget</u>	<u>YTD</u> <u>Actual</u>	<u>YTD Budget</u> <u>(Over)/Under</u>	<u>Annual</u> <u>Budget</u>
Pension Expense	984	9,145	6,096	32,679	(26,583)	12,280
Tuition Reimbursement	280		280		280	560
Recruitment	200	97	1,200	97	1,103	2,400
Travel/Meetings	100		600	(6)	606	1,200
Office Supplies	250	563	1,500	2,737	(1,237)	3,000
Copy Machine Maintenance	10	7	60	40	20	120
Telephones	1,750	4,745	10,500	16,427	(5,927)	21,000
Memberships			825	679	146	1,225
Legal	1,000		6,000	83	5,918	12,000
Training/Safety	500		8,600	1,396	7,204	15,000
Consulting	2,500	3,415	38,300	12,096	26,204	53,300
Uniforms	400	191	2,400	1,571	829	4,800
Building/Grounds Maint/Pest Cntr	175	173	1,050	1,352	(302)	2,100
Vehicle Maint	1,250		7,500	6,066	1,434	15,000
Vehicle Fuel	2,000	593	12,000	4,481	7,519	24,000
Information System Maint	801		4,809	(191)	4,999	9,617
Maintenance/Repairs	2,000	863	12,000	7,070	4,930	24,000
Non-routine Maint/Repair	1,250		7,500		7,500	15,000
Permits	25,000	24,616	41,000	46,697	(5,697)	51,250
Tools	300	129	1,800	1,917	(117)	3,600
Dam Inspection Costs			13,700	13,923	(223)	13,700
Miscellaneous	192		1,150	576	574	2,300
Admin Allocation	11,260	7,890	67,558	58,221	9,338	135,117
<b>Subtotal</b>	<b>58,923</b>	<b>57,437</b>	<b>287,428</b>	<b>232,199</b>	<b>55,229</b>	<b>505,701</b>
<b>TOTAL COSTS</b>	<b>150,849</b>	<b>119,220</b>	<b>890,757</b>	<b>726,577</b>	<b>164,180</b>	<b>1,701,672</b>

**RANCHO MURIETA CSD  
DRAINAGE  
For the Six Months Ending Thursday, December 31, 2020  
FISCAL YEAR 2020 - 21**

<u>Description</u>	<u>Period Budget</u>	<u>Period Actual</u>	<u>YTD Budget</u>	<u>YTD Actual</u>	<u>YTD Budget (Over)/Under</u>	<u>Annual Budget</u>
Sales Residential	\$15,071	\$14,859	\$90,423	\$89,133	\$1,290	\$180,846
Sales Commercial	3,029	2,817	18,173	16,738	1,435	36,345
Property Tax Allocation						63,886
Interest Income				130	(130)	
Meter Installation Fee				5,000	(5,000)	
Inspection Fees				1,012	(1,012)	
Misc Income		0		1	(1)	
<b>TOTAL REVENUE</b>	<b>18,099</b>	<b>17,677</b>	<b>108,596</b>	<b>112,013</b>	<b>(3,418)</b>	<b>281,078</b>

**EXPENDITURES**

**Drainage**

Salaries & Wages	7,543	1,660	45,457	23,614	21,843	91,882
Employer Costs	1,331	783	7,986	2,866	5,120	16,572
Payroll Taxes	577	24	3,477	352	3,125	7,429
Other Employer Costs	294	244	1,764	1,544	220	3,528
Pension Expense	1,426	1,541	8,838	7,592	1,246	17,805
Travel/Meetings				(1)	1	
Legal						1,750
Training/Safety			650	1,145	(495)	1,000
Community Communications			4,000		4,000	8,000
Consulting		3,354	16,950	8,713	8,237	17,450
Uniforms			200		200	400
Power	918	801	4,398	3,843	555	9,662
Information System Maint				(39)	39	
Equipment Rental			2,000		2,000	3,000
Maintenance/Repairs			1,250	3,531	(2,281)	2,250
Permits			5,750	5,994	(244)	5,750
Chemicals			1,500	10,338	(8,838)	12,000
Lab Tests	750		1,500		1,500	3,000
Tools			600	3,590	(2,990)	1,600
Drainage Improvements			200		200	1,700
Miscellaneous		334		334	(334)	
Admin Allocation	6,391	4,478	38,344	33,044	5,300	76,688
<b>TOTAL COSTS</b>	<b>19,230</b>	<b>13,219</b>	<b>144,864</b>	<b>106,461</b>	<b>38,403</b>	<b>281,466</b>

**RANCHO MURIETA CSD  
SOLID WASTE  
For the Six Months Ending Thursday, December 31, 2020  
FISCAL YEAR 2020 - 21**

<u>Description</u>	<u>Period Budget</u>	<u>Period Actual</u>	<u>YTD Budget</u>	<u>YTD Actual</u>	<u>YTD Budget (Over)/Under</u>	<u>Annual Budget</u>
Sales Residential	\$61,198	\$62,628	\$367,190	\$373,369	(\$6,179)	\$734,379
Interest Income			275	415	(140)	1,100
Misc Income		1		4	(4)	
<b>TOTAL REVENUE</b>	<b>61,198</b>	<b>62,629</b>	<b>367,465</b>	<b>373,788</b>	<b>(6,324)</b>	<b>735,479</b>

**EXPENDITURES**

**Solid Waste**

Salaries & Wages				(855)	855	
Employer Costs				(17)	17	
Payroll Taxes				(13)	13	
Other Employer Costs				(20)	20	
Pension Expense		731		2,194	(2,194)	
Travel/Meetings				(1)	1	
CWRS Contract Charges	56,162	54,484	336,974	324,593	12,380	673,947
Information System Maint				(32)	32	
Miscellaneous	3,480	7,078	20,881	21,840	(959)	41,761
Admin Allocation	3,043	2,132	18,259	15,735	2,524	36,518
<b>TOTAL COSTS</b>	<b>62,686</b>	<b>64,426</b>	<b>376,113</b>	<b>363,424</b>	<b>12,689</b>	<b>752,226</b>

**RANCHO MURIETA CSD  
SECURITY  
For the Six Months Ending Thursday, December 31, 2020  
FISCAL YEAR 2020 -21**

<u>Description</u>	<u>Period Budget</u>	<u>Period Actual</u>	<u>YTD Budget</u>	<u>YTD Actual</u>	<u>YTD Budget (Over)/Under</u>	<u>Annual Budget</u>
Sales Residential	\$105,975	\$99,755	\$635,847	\$598,704	\$37,143	\$1,271,694
Sales Commercial	17,496	18,527	104,977	109,716	(4,739)	209,953
Property Tax Allocation						464,612
Interest Income			300	(29)	329	1,200
Fines/Rule Enforcement	175	175	1,050	1,050		2,100
Late Charges	2,000		12,000	(429)	12,429	24,000
Title Transfer Fees	450	800	2,700	7,600	(4,900)	5,400
Security Gate Bar Code Income	650	650	3,900	4,780	(880)	7,800
Misc Income	350	347	2,100	2,078	22	4,200
<b>TOTAL REVENUE</b>	<b>127,096</b>	<b>120,253</b>	<b>762,874</b>	<b>723,469</b>	<b>39,405</b>	<b>1,990,959</b>

**EXPENDITURES**

**Security - Gate**

Salaries & Wages	29,337	23,301	162,128	143,881	18,247	325,042
Employer Costs	9,670	10,358	58,019	52,076	5,943	120,311
Payroll Taxes	2,416	315	13,353	1,951	11,402	29,860
Other Employer Costs	1,885		11,310		11,310	22,620
Pension Expense	5,175	1,639	31,931	10,751	21,180	64,316
Clerical Services	50	10,440	300	38,552	(38,252)	600
Recruitment	175	194	1,050	194	857	2,100
Office Supplies	10	2,550	60	2,686	(2,626)	120
Telephones	30	186	180	422	(242)	360
Training/Safety	100		600	890	(290)	1,200
Uniforms	83		500	984	(484)	1,000
Equipment Repairs	300	13	1,800	407	1,393	3,600
Building/Grounds Maint/Pest Cntr	300	332	1,800	2,705	(905)	3,600
Bar Codes			2,300	2,625	(325)	6,900
Power	737	733	3,983	3,933	50	8,567
Information System Maint	1,249	1,199	7,494	7,194	300	14,988
Miscellaneous	604	132	3,625	751	2,874	7,250
Interest Expense	29		175		175	350
Admin Allocation	20,998	14,714	125,987	108,574	17,414	251,975
<b>Subtotal</b>	<b>73,148</b>	<b>66,106</b>	<b>426,595</b>	<b>378,574</b>	<b>48,021</b>	<b>864,759</b>

**Security - Patrol**

Salaries & Wages	26,155	14,261	147,005	107,718	39,287	292,078
Employer Costs	10,742	5,528	64,452	31,932	32,520	134,400
Payroll Taxes	2,001	200	11,246	1,314	9,932	24,316
Other Employer Costs	2,260		13,560		13,560	27,120
Pension Expense	4,598	1,027	28,446	10,449	17,997	57,187
Tuition Reimbursement	750		750		750	1,500
Clerical Services	50	5,757	300	6,603	(6,303)	600
Recruitment	115		690		690	1,380
Office Supplies	10	723	60	4,508	(4,448)	120
Telephones	230	133	1,380	1,227	153	2,760
Training/Safety	100		600	636	(36)	1,200

**RANCHO MURIETA CSD  
SECURITY  
For the Six Months Ending Thursday, December 31, 2020  
FISCAL YEAR 2020 -21**

<u>Description</u>	<u>Period Budget</u>	<u>Period Actual</u>	<u>YTD Budget</u>	<u>YTD Actual</u>	<u>YTD Budget (Over)/Under</u>	<u>Annual Budget</u>
Uniforms	125	264	750	698	52	1,500
Equipment Repairs	100		600	250	350	1,200
Building/Grounds Maint/Pest Cntr	350	379	2,100	1,851	249	4,200
Vehicle Maint	750	133	4,500	9,846	(5,346)	9,000
Vehicle Fuel	1,300	1,150	7,800	7,426	374	15,600
Vehicle Lease	397	141	2,381	855	1,525	4,762
Off Duty Sheriff			6,000	2,563	3,437	8,000
Information System Maint	289	41	1,733	119	1,614	3,466
Miscellaneous		220		220	(220)	
Interest Expense	33	16	200	85	115	400
Admin Allocation	20,237	14,181	121,423	104,640	16,783	242,845
<b>Subtotal</b>	<b>70,592</b>	<b>44,153</b>	<b>415,975</b>	<b>292,939</b>	<b>123,037</b>	<b>833,633</b>
<b>Security Admin</b>						
Salaries & Wages	6,659	697	46,785	16,750	30,035	90,070
Employer Costs	3,160	2,947	18,960	14,651	4,309	39,726
Payroll Taxes	510	1	3,314	413	2,901	6,957
Other Employer Costs	740	3,910	4,615	23,279	(18,664)	9,305
Pension Expense	1,364	11,781	8,441	40,879	(32,438)	16,882
Clerical Services		2,117		7,066	(7,066)	
Recruitment		1,134		1,401	(1,401)	
Travel/Meetings			500	(4)	504	1,000
Office Supplies	500		3,000	149	2,851	6,000
Telephones	35	119	210	322	(112)	420
Legal	400	990	2,400	7,094	(4,694)	4,800
Training/Safety	100		600		600	1,200
Equipment Maint	250		1,500	(601)	2,101	3,000
Consulting		145	25,000	868	24,132	25,000
Uniforms	50		300		300	600
Information System Maint	50	30	300	150	150	600
Miscellaneous	100		600		600	1,200
Admin Allocation	7,151	5,011	42,909	36,978	5,931	85,817
<b>Subtotal</b>	<b>21,070</b>	<b>28,882</b>	<b>159,434</b>	<b>149,394</b>	<b>10,039</b>	<b>292,577</b>
<b>TOTAL COSTS</b>	<b>164,810</b>	<b>139,140</b>	<b>1,002,004</b>	<b>820,907</b>	<b>181,097</b>	<b>1,990,970</b>

## MEMORANDUM

Date: January 12, 2020  
To: Board of Directors  
From: Tina Talamantes, Interim Security Chief  
Subject: Security Update Report for the Month of December

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### **OPERATIONS UPDATES**

The Department is currently working on the following projects:

- New Interim Security Chief: Tina Talamantes
- New Staff: Zach Brady, Gate Officer
- Security Team Meetings – one on ones with staff
- Replacement of South Entry Security Gate – complete
- Lago Drive entry gate – complete
- Maintenance of Safety Center – repairs of restroom and HVAC
- Additional PDF Staff to support Security Gate & Patrol until vacancies are filled
- Continuing Recruitment for Gate and Patrol Officers: interviewing applicants; placing recruitment ads
- Installing safety equipment on the Ford Ranger for use in Patrol
- Upgrading the Body Camera solution for Patrol Officers - expected completion in January
- Creating Denied Entries report
- Creating Gate Entries Full report
- Policy Reviews: Custodian of Records, Surveillance Camera, and Body Worn Cameras

### **Rancho Murieta Association activity:**

We continue to work with the RMA Leadership on a regular basis. Our focus is to improve our level of service while attempting to live within the budget as much as possible. We have stressed with our Gate and Patrol Officers the need to follow their training and to stay safe. If there are incidents where there is a safety concern, they notify Security Dispatch to call the Sacramento Sheriff's Department. The following list is the current focus of our meetings.

- General calls for service
- Golf Carts and underage driver enforcement
- General non-architectural enforcement
- Stop Sign enforcement –during patrol checks and as requested by citizens
- Speed enforcement – establishing standard missions and as requested by citizens
- Fire Safety issues for Quick Access in the South areas: Sgt. Tompkins assessed area, marked key points for entry access and 4 checkpoints in the back area with longitude and latitude points; turned over to Coordinator at ABDI for mapping. Developing final checkpoint signs to be installed when mapping is completed.

### **Murieta Village activity:**

- Village entry cameras: under contract to run electrical to poles. Paul Siebensohn, Director of Field Operations, is managing the project.
- Regular patrol activity

- Various medical calls for service

#### **Rancho Murieta Commercial Owners Association activity:**

- Installing surveillance cameras on Murieta Drive delayed: under contract to run electrical to the poles. Mr. Siebensohn is managing the project
- Set up a meeting with the associations South of the Highway: meeting TBA in early January
- Reinstating program for issuing County citations for parking, handicap, and fire zone violations: setting up a meeting with SSD for updates on county citations and fees schedule

#### **Incidents of Note**

December 2, 2020 at 12:37 p.m. Bel Air reported a number of potted roses were stolen from the parking lot. The potted roses were replacing dead and dying flowers in the parking lot. A patron of the store took photos of the vehicle in question, a Honda Odyssey van with the license plate obscured so that it was hard to read. The vehicle did not have a barcode sticker on it in the pictures. The photos will be distributed throughout the patrol officers and attempt to locate the vehicle. Vehicle was possibly passing through the area.

December 3, 2020 at 10:45 a.m. Patrol observed a break in the buoy line at Chesbro. Water supervisor was notified then video was reviewed. Video review showed that an Otter chewed through the rope at approximately 10:41 p.m. and then swam across in front of the camera. Results passed onto Water Department.

December 6, 2020 at 10:51 p.m. Patrol received a call for an overturned golf cart on Murieta Parkway at De La Cruz. They made contact with golf cart driver who informed me, that while driving on parkway, a deer jumped in front of golf cart from the bushes. Driver made an attempt to avoid collision and overturned her golf cart. Driver did not suffer any injuries. Golf cart did not sustain any damages. Animal was not injured.

December 7, 2020 at 8:28 a.m. Patrol responded to the report of a damaged lock in the front door of a business. A neighboring business reported damage to the front door lock of the Buona Vita yogurt shop. Upon arrival Patrol discovered that there was forced entry into the shop and that there was extensive prybar damage to the front door. CSD Dispatch attempted to contact the owners but were unable to. CSD dispatch contacted Sacramento county Sheriff's department on behalf of the absent owner.

December 7, 2020 at 9:36 a.m. Follow up on earlier vandalism call. Vandalism turned out to be a burglary and the Sheriff's department was contacted for a report.

December 11, 2020 at 7:47 a.m. Patrol responded to that report of vandalism and theft at the new construction on Cantova way. Upon arrival, Patrol made contact with employees. Employees stated that an unknown subject/subjects had entered one of the new warehouses, kicked a hole through the wall into a secured neighboring room. In the process the subjects damaged metal studs in the wall. The only reported loss was a portable heater and propane tank. The heater was a forced air induction heater, valued at \$275.00. The subject/subjects entered the building near the airport storage gate which has cameras. Patrol reviewed the airport cameras with staff to see if they have video of the subjects entering the building. The victim stated that they last check the property on Thursday, December 10 at approximately 6:00 p.m. and returned on Friday, December 11 at 6:00 a.m. Upon video review of the airport storage camera, two subjects on a golf cart arrived at 1814 hrs. with flashlights. The two subjects exited the cart went directly into the building where the theft occurred and exited two minutes later carrying a heavy object assumed to be the stolen heater. SSD was contacted by CSD patrol and all information was forwarded to them for the report and follow-up.

December 25, 2020 at 12:17 p.m. Patrol was dispatched to the report of an abandoned vehicle below the normal water line, in Lake Calero. Patrol arrived and made contact with the Chief Plant Operator Travis Bohannon. The abandon vehicle was a white Toyota four-wheel-drive truck California license plate. The vehicle was dangerously close to being submerged in water and was sitting on soft soil that is normally underwater. The truck posed a serious Contamination issue with the drinking water for Rancho Murieta. The location of the vehicle was outside the HOA boundaries but within the Rancho Murieta community services district boundaries. Sgt. Tompkins contacted CHP and requested assistance from their agency. A CHP officer was dispatched along with a rotational tow from there tow list. CHP was going to remove the vehicle and store it as an abandoned vehicle, in order to get the vehicle removed as soon as possible to reduce or eliminate contamination issues with the water. While CHP and their tow were on scene, the owner showed up with their own AAA tow truck. CHP had to release the vehicle over to the owner and allow their tow truck to remove the vehicle. The vehicle was safely removed from the basin mud and the area was thoroughly inspected by a CSD water department employee and the Chief Plant Operator. The inspection revealed that the vehicle did not leak any contaminants into the mud. UPDATE: CITE TO FOLLOW.



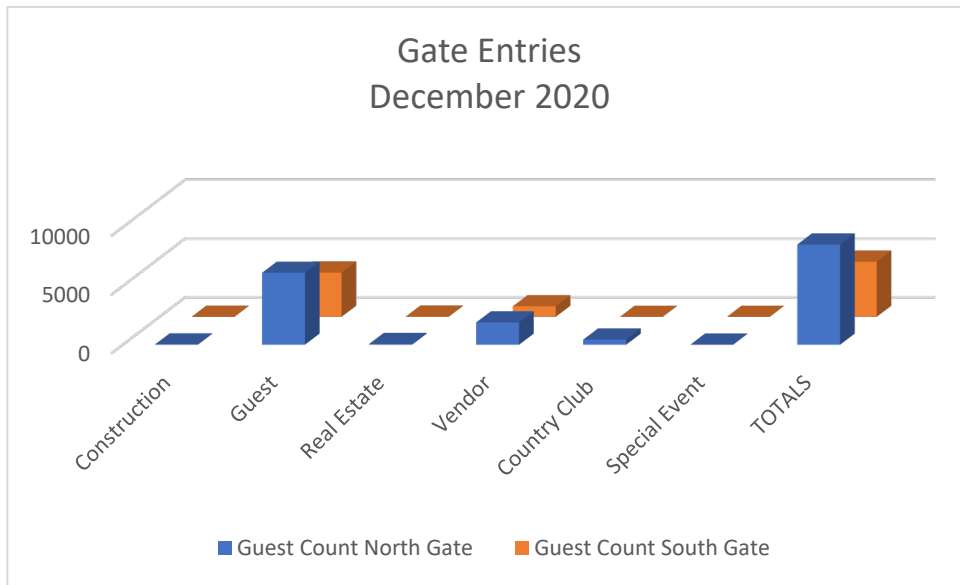
**Rancho Murieta Association**  
**Violation Item Summary Report -- 2020**  
**Violations Written by RMCS Security**

	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Violation Item Summary Report	CSD	CSD	CSD	CSD	CSD	CSD	CSD	CSD	CSD	CSD	CSD	CSD	CSD
Motor vehicle violations:													
Motorcycle													0
No drivers license	1		2				2	3		1	1		10
Speeding	2	4	19	11	2	5	1	7	1	5	9	3	69
Speeding - twice speed limit													0
Stop signs			4			4		4					12
Bus stop signs													0
Use of streets	1							1					2
Parking:													
Driveway parking	10	9	11	1	1	2		33	3	4	6		80
Guest parking	1	4	3		1			1	4		4	1	19
Overnight street parking	4	1	5	1	3	13	1	25	17	11	4	8	93
Unauthorized Vehicle (24 hr pass)		3	2	3		15	8	6	10	1	6	2	56
Accumulation/dumping of debris										1			1
Advertising signs													0
Barbeques, open fires, bonfires					7		4						11
Carrying passengers/overloaded cart													0
Clothes lines													0
Commercial vehicle lettering													0
Construction overnight parking													0
Park hours / curfew	2	5	5	14	10	6	19	4	4	5	4	7	85
Decorative lights													0
Discharge of firearm												1	1
Dog park investigations													0
Dwelling exterior alterations													0
Failure to identify													0
Fences, screens & enclosures													0
Guest w/o resident in comm areas			2	1				2	1				6
Home business activities													0
Interference											1		1
Noxious activities						1				1			2
Open garage doors													0
Pets - off leash / teathered / noise							2						2
Property maintenance													0
Sign rules													0
Skating in common area		2											2
Sports equip/trampoline/basketball			1								1	1	3
Storage of building materials													0
Stored vehicles		2			1								3
Trash containers													0
Use of common areas & facilities													0
Vandalism													0
Vehicle repair or maintenance													0
Village/Villas violations													0
Working days & hours				1			1	1					3
<b>Total Violations Written by CSD</b>	<b>21</b>	<b>30</b>	<b>54</b>	<b>32</b>	<b>25</b>	<b>46</b>	<b>38</b>	<b>87</b>	<b>40</b>	<b>29</b>	<b>36</b>	<b>23</b>	<b>461</b>

## Rancho Murieta North and South Gate Entries by Type

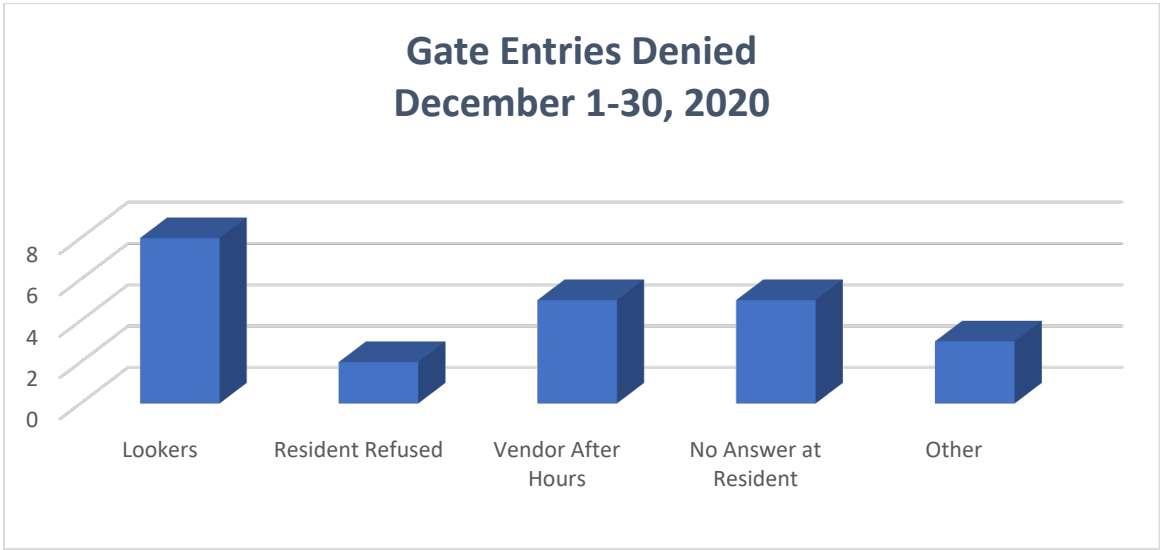
December 1, 2020 to December 31, 2020

Pass Type	Guest Count North Gate	Guest Count South Gate	Count by Pass Type
Construction	19	2	21
Guest	6112	3760	9872
Real Estate	60	20	80
Vendor	1894	900	2794
Country Club	434	0	434
Special Event	1	0	1
<b>TOTALS</b>	<b>8520</b>	<b>4682</b>	<b>13202</b>



**Rancho Murieta**  
**North and South Combined Gate Entries Denied**  
**December 1-31, 2020**

	Lookers	Resident Refused	Vendor After Hours	No Answer at Residents	Other
<b>All Gates</b>	8	2	5	5	3



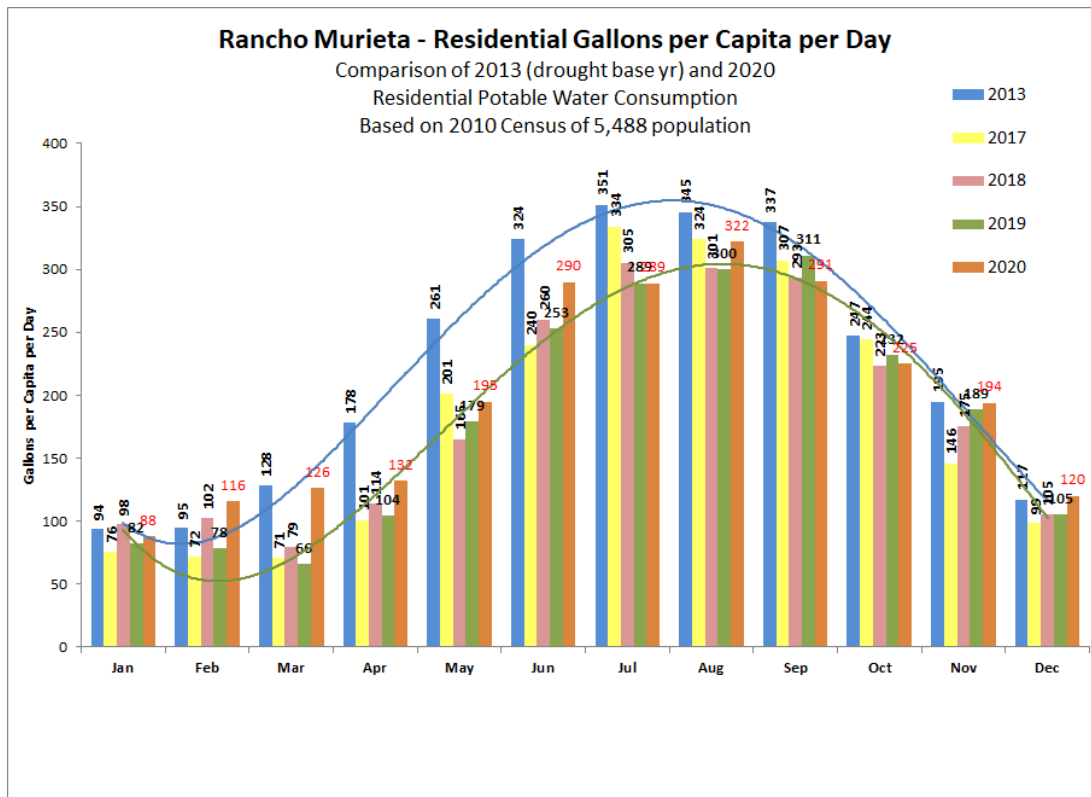
# MEMORANDUM

**Date:** January 13, 2021  
**To:** Board of Directors  
**From:** Paul Siebensohn, Director of Field Operations  
**Subject:** Utilities Monthly Update

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## WATER TREATMENT

Plant #2 is in sole operation to meet daily demands producing a current average of 1.1 million gallons per day (MGD). Plant #1 is currently off for winter maintenance. The water plants produced 29.581 million gallons (MG), or 90.1 acre-feet (AF) of potable water in December. The production value per connection was 350 gallons per connection per day for December. The water used was 23,241,258 gallons, 71.45 AF. This equates to gallons of water used per capita per day was 120 vs 117 in 2013, a slight increase in use in the base comparison year of 2013 as shown in the updated graph below.



Here is the water use data provided from Administration, with last month's data outlined in red.

		Last FY												Last FY Same Period		
12 month rolling % increase		2020	2020	2020	2020	2020	2020	2020	2020	2020	2020	2020	2020	2020	2020	2019
		Dec	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan	Dec	Dec	
Residences	Weighted Average	2,612	2,607	2,669	2,660	2,662	2,659	2,657	2,647	2,643	2,632	2,620	2,602	2,600		
Cubic Feet Gallons Per Day	2,087	970	1,650	2,016	2,518	2,802	2,565	2,502	1,668	1,054	1,042	901	688	868		
Same Period Last FY	514	242	411	503	628	699	648	624	386	263	260	225	172	217		

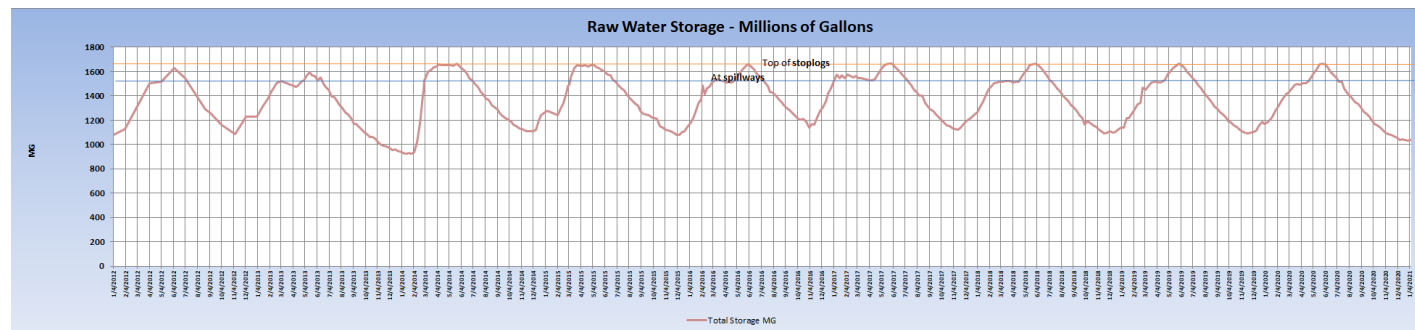
  

		Last FY												Last FY Same Period	
YTD Totals		2020	2020	2020	2020	2020	2020	2020	2020	2020	2020	2020	2020	2020	2019
		Dec	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan	Dec	
Commercial	1,026,408	38,314	81,890	98,366	128,118	147,140	159,116	123,662	61,508	31,889	55,829	59,900	40,676	48,201	
Parks	401,681	6,662	21,818	38,398	55,279	80,900	75,722	72,521	28,660	1,821	11,799	7,600	501	2,459	
Raw Water	824,748	1,648	12,349	17,699	24,602	68,651	231,249	272,250	133,548	2,102	49,701	10,949	0	17,599	
CSD	35,711	854	1,917	2,683	3,008	3,686	4,095	5,218	6,537	2,274	1,492	2,226	1,721	1,464	
<b>Totals</b>	<b>2,288,548</b>	<b>47,478</b>	<b>117,974</b>	<b>157,146</b>	<b>211,007</b>	<b>300,377</b>	<b>470,182</b>	<b>473,651</b>	<b>230,253</b>	<b>38,086</b>	<b>118,821</b>	<b>80,675</b>	<b>42,898</b>	<b>69,723</b>	

\*Residential connections dropped from Oct.-Nov. due to accidental double counting of potable supply with recycled water meters.

### WATER SOURCE OF SUPPLY

On January 6, 2020, all raw water storage for Calero, Chesbro, and Clementia Reservoirs volume measured 1,035 million gallons (3,178 AF), low for this time of year. Total usable volume accounting for dead storage in the reservoirs is 767.6 MG (2,356 AF). In December, 2.08 inches of rain was received, and evaporation measured at 1.76 inches. A graph of the raw water storage volumes is shown below, showing our storage levels are lower than they have been in several years but not as low yet as they got in 2013's drought year. Despite the nominal amount of rain received, we have managed to pump 22.6 MG to storage so far.



### WATER SUPPLY & FORECAST:

Below are images of the current drought condition and outlook. As noted above, our storage levels are lower than normal due to lack of rain and flow in the Cosumnes River not being over 70 cubic feet per second which allows us the right to pump from the river. We are keeping an eye out on the forecasts with potential lingering drought concerns. If needed, I will present our Drought Contingency plan and make recommendations as to potentially implementing any stages of the plan at the next Improvements Committee meeting.






Here is the weblink to our Water Shortage Contingency Plan:

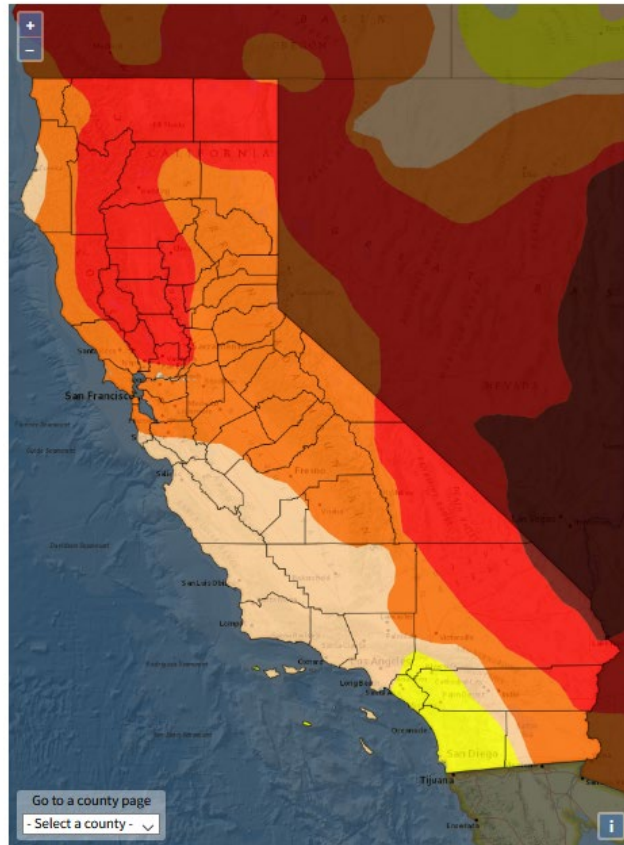
### Current U.S. Drought Monitor Conditions for California

[Current](#) [Last Week](#) [Last Month](#)

The U.S. Drought Monitor (USDM) is updated each Thursday to show the location and intensity of drought across the country. This map shows drought conditions across California using a five-category system, from Abnormally Dry (D0) conditions to Exceptional Drought (D4). The USDM is a joint effort of the National Drought Mitigation Center, USDA, and NOAA.

The following state-specific drought impacts were compiled by the National Drought Mitigation Center. While these impacts are not exhaustive, they can help provide a clearer picture of drought in California.

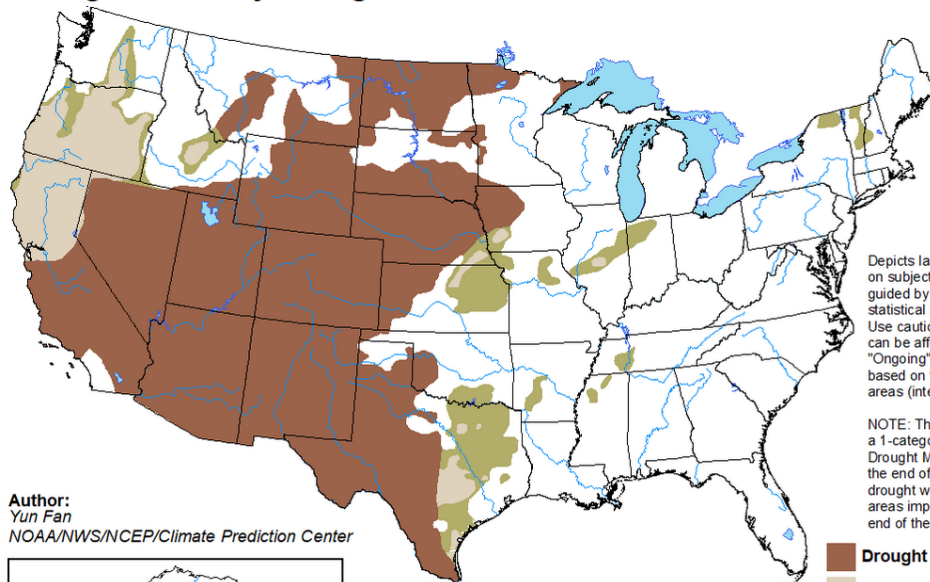
 <p><b>D0 - Abnormally Dry</b></p> <ul style="list-style-type: none"> <li>Soil is dry; irrigation delivery begins early</li> <li>Dryland crop germination is stunted</li> <li>Active fire season begins</li> </ul>	<p><b>100.0%</b> of CA</p>
 <p><b>D1 - Moderate Drought</b></p> <ul style="list-style-type: none"> <li>Dryland pasture growth is stunted; producers give supplemental feed to cattle</li> <li>Landscaping and gardens need irrigation earlier; wildlife patterns begin to change</li> <li>Stock ponds and creeks are lower than usual</li> </ul>	<p><b>95.2%</b> of CA</p>
 <p><b>D2 - Severe Drought</b></p> <ul style="list-style-type: none"> <li>Grazing land is inadequate</li> <li>Producers increase water efficiency methods and drought-resistant crops</li> <li>Fire season is longer, with high burn intensity, dry fuels, and large fire spatial extent; more fire crews are on staff</li> </ul>	<p><b>74.3%</b> of CA</p>
 <p><b>D3 - Extreme Drought</b></p> <ul style="list-style-type: none"> <li>Livestock need expensive supplemental feed, cattle and horses are sold; little pasture remains, producers find it difficult to maintain organic meat requirements</li> <li>Fruit trees bud early; producers begin irrigating in the winter</li> <li>Federal water is not adequate to meet irrigation contracts; extracting supplemental groundwater is expensive</li> </ul>	<p><b>33.8%</b> of CA</p>
 <p><b>D4 - Exceptional Drought</b></p> <ul style="list-style-type: none"> <li>Fields are left fallow; orchards are removed; vegetable yields are low; honey harvest is small</li> <li>Fire season is very costly; number of fires and area burned are extensive</li> <li>Many recreational activities are affected</li> </ul>	<p><b>1.2%</b> of CA</p>



Weekly - 01/07/21

## U.S. Monthly Drought Outlook Drought Tendency During the Valid Period

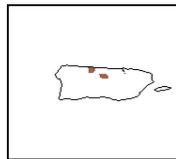
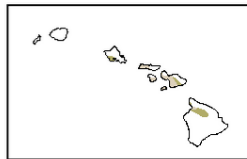
Valid for January 2021  
Released December 31, 2020



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

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

Author:  
Yun Fan  
NOAA/NWS/NCEP/Climate Prediction Center



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



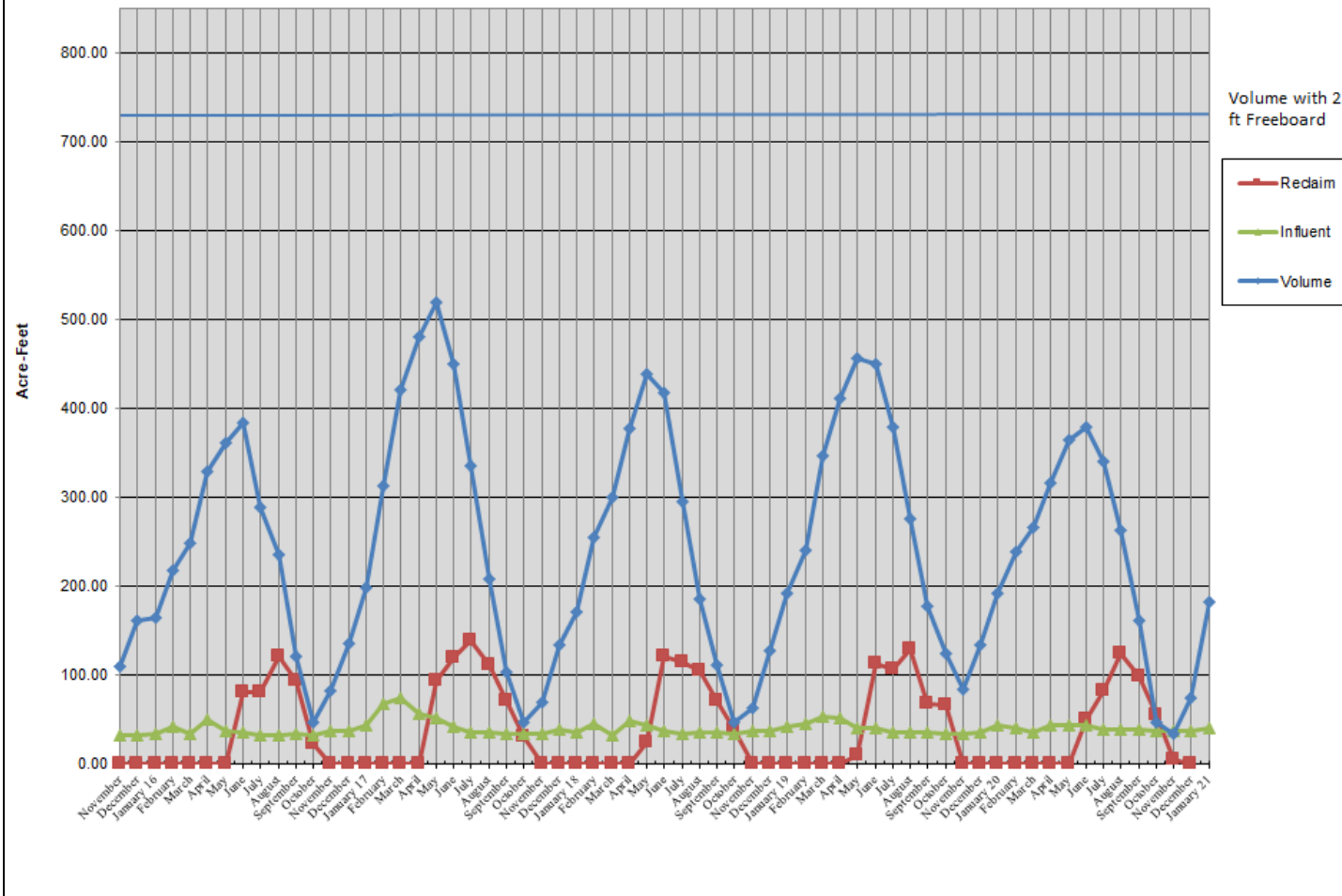
<http://go.usa.gov/3eZGd>

### WASTEWATER COLLECTION, TREATMENT, AND RECLAMATION

For December the influent wastewater flow averaged 417,935 gallons a day, for a total of 12.956 MG, (39.76 AF). This is approximately 158 GPD per sewer connection. On January 13, 2020, secondary wastewater storage measured 40 MG (127.7 AF), of which 35.1 MG (112.8 AF) is usable for reclamation due to dead storage. The reclamation facility is off for the season and staff is beginning winter maintenance.

Below is a graph of the recent secondary wastewater storage volumes as of January 13, 2020.

**Volume of Secondary Wastewater in Reservoirs 2015-2020**



**SEWER COLLECTION**

There was one issue within the District’s sewer collection lines on December 6 at 3 park Guadalupe. Utility staff quickly responded to and resolved the blockage that caused the minor spill. Utility staff was also called out for three homeowner sewer issues, where the homeowners were notified of their responsibility for their private sewer lines. Staff used the District’s sewer camera to inspect 1,013 feet of sewer lines and jetted 975 feet of sewer lines in December.

**DRAINAGE**

Utilities staff received a call for a sink hole adjacent to the cart path along Laguna Joaquin near Colina Drive on Dec. 17th. This turned out to be caused by the complete corrosion failure of an 18-inch, 40 plus year old, corrugated metal drainage pipe. To do this work we needed to drain down the water level in Laguna Joaquin as the discharge end of the pipe was under water, with a construction notice sent to RMA and put up on our website notifying of this need. This work was difficult for staff due to a very large tree stump that was over the failed pipe and an excessive



amount of concrete that had been dumped over the piping's joint section that needed to be jack-hammered out. Staff removed this tree stump and the entire portion of the corrugated metal drainage pipe up to where it connected to a concrete section and replaced it with high density polyethylene piping, backfilled and compacted it, and then compacted asphalt cut-back over the cart path section that was removed, finishing up late Christmas Eve. The cart path section that was removed will be asphalted the next time we have paving work done. Staff also spent time ensuring stormwater BMPs were in place prior to rainfall.







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

In December eighteen (18)  $\frac{3}{4}$ -inch meters, five (5) 1-inch meters, and eleven (11) MXU radio-read units were replaced as part of water metering maintenance. Also completed were five (5) Underground Service Alert markings and eight (8) utility star service orders for the administration department.

Utilities staff repaired three (3) water service line leak replacements in December. They also had four (4) homeowner calls for various water related complaints this last month. Two of these calls were for high usage complaints, the other two for possible water leaks, of which one leak was for Homeowner to repair and the other had no leak.

### **PROJECTS**

#### **Development**

##### The Retreats East and North

This project reports it is continuing to be re-designed by the developer for potential buyers. Nothing has been provided to the District for review.

##### Rancho Murieta North – Development Project

The project reports that they completed their traffic mitigation study in December and a greenhouse gas study is intended to be complete by the end of January and then they will submit their Notice of Preparation. A notice of preparation (NOP) is a brief notice sent by the lead agency



to notify the responsible agencies that the lead agency plans to prepare an Environmental Impact Review, commonly referred to as EIR.

MG - Murieta Marketplace No update. The project is still utilizing the drainage detention basin as a stormwater control basin for its remaining commercial development lots and therefore this project is not closed out.

MG – Legacy Villas & Suites (lot 7)

The Improvement plans are completed and signed. No start date yet.

MG - PDF Office (Lot 10)

No update.

MG – Taco Bell (Lot 9)

The developer reports this project has been approved by CPAC and design review updates have been submitted to Sacramento County. The lot owner intends to sell the lot to another party. At that point when the project proceeds we will direct the new owner to submit a project application packet and deposit for review of this project. The project is seeking final county zoning approval at a 2/17/21 meeting.

MG – Lot 11 (Circle K Gas Station/carwash)

No update. A plan comment letter from Coastland Engineering was submitted back to the project. The project responded on comments and is working with Coastland Engineering.

Murieta Business Park

No update. The project continues to complete their buildings.



The Residences of Murieta Hills East

No update.

### Riverview

A 3<sup>rd</sup> review submittal of the Phase 1A Improvement Plans, Sewer Study, Storm Drain Study and drainage modeling files has been submitted for Coastland's review, along with their response to comments letter on January 7.

Riverview has three plan sets that are currently being processed (Grading, Phase 1A, Phase 1B). Sacramento County is concurrently reviewing drainage plans as well, with responses from Sacramento County provided back to the project on December 29. The Grading plan submittal had its more recent submittal received on November 22 and was subsequently reviewed by Coastland with comments returned to the Developer December 21. The Phase 1A package was resubmitted on January 7, 2021. Phase 1A resubmittal package is currently being reviewed by Coastland. The Phase 1B package last submittal was November 11, reviewed with comments returned to the Developer on December 21. Note that this project also has storm, sewer and water reports under review. CSD/Coastland had a follow-up conference call with the developer's team to discuss Storm and Sanitary sewer modeling requirements on December 9, 2020. Subsequent to that date, we have had additional follow-up from the Developer's team indicating they are working on the revisions and we expect resubmittal in the near future although nothing has been received to date.

# Rancho Murieta Community Services District

February 2021

## Board/Committee Meeting Schedule

February 2, 2021

**Personnel** 7:30 a.m.

**Improvements** 8:00 a.m.

February 3, 2021

**Special Finance Meeting** 8:30 a.m.

February 4, 2021

**Communications/Technology** 8:30 a.m.

**Security** 10:00 a.m.

February 17, 2021

**Regular Board Meeting - Open Session @ 5:00 p.m.**



8. Review Conditions of Approval for Riverview Housing  
Development - Pending

## MEMORANDUM

Date: January 12, 2021  
To: Board of Directors  
From: Tom Hennig, General Manager  
Subject: Consider Approval of Memorandum of Understanding between the International Union of Operating Engineers, Local 3, AFL-CIO and Rancho Murieta Community Services District covering January 1, 2021 through December 31, 2023

---

### **RECOMMENDED ACTION**

Approve the Memorandum of Understanding (MOU) between the International Union of Operating Engineers, Local 3, AFL-CIO and Rancho Murieta Community Services District.

### **BACKGROUND**

Attached are clean and redlined versions of the MOU reflecting the proposed changes.

This MOU is for three (3) years January 1, 2021 thru December 31, 2023.



# MEMORANDUM OF UNDERSTANDING

between the

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

and the

INTERNATIONAL UNION OF OPERATING ENGINEERS  
UNION LOCAL NO. 3, AFL-CIO

General Unit

January 1, ~~2018~~2021 to December 31, 20230

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**2021~~18~~-2020~~3~~ Memorandum of Understanding**  
between the  
**RANCHO MURIETA COMMUNITY SERVICES DISTRICT**  
and the  
**INTERNATIONAL UNION OF OPERATING ENGINEERS UNION LOCAL NO. 3, AFL-CIO**  
  
**GENERAL UNIT**

**ARTICLE I PARTIES**

This Agreement is entered into \_\_\_\_\_ by and between the Rancho Murieta Community Services District (hereinafter referred to as "Employer" or "District") and the International Union of Operating Engineers Union Local No. 3, AFL-CIO (hereinafter referred to as "Union").

Unless otherwise defined, all references to "days" shall mean calendar days.

**ARTICLE II AUTHORIZED AGENTS**

For the purpose of administering the terms and provision of this Agreement the following agents or his/her designee has been identified:

- A. District's principal authorized agent shall be: General Manager  
Rancho Murieta Community Services District  
**P.O. Box 1050**  
Rancho Murieta, CA 95683
- B. Union's principal authorized agent shall be: Business Representative  
Operating Engineers Union Local No. 3, AFL-CIO 1916 North Broadway  
Stockton, CA 95205

**ARTICLE III RECOGNITION**

The Employer recognizes the Union as the sole collective bargaining agent for all regular full-time and part-time employees (over 20 hours/week) in the General Unit of the Rancho Murieta Community Services District, excluding all management, supervisory, confidential, and independent contractor employees. See Attachment A for a list of the employee classifications within the General Unity bargaining unit and covered by this Agreement. "Employee" means an employee within the General Unity bargaining unit.

**ARTICLE IV DISTRICT RIGHTS AND RESPONSIBILITIES**

District retains all of its lawful rights, powers and authority, except as expressly limited by specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers and authority of the District, include, but are not limited to the following: to manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities, and operations; to create, change, combine or eliminate budgeted positions, policies, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work ~~force~~ and force, and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees; to determine the content of job classifications; to set standards of service, determine the procedures and standards of selection for employment and

promotion; direct its employees to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to require employees to undergo testing for drugs and alcohol; to determine the type and scope of work to be performed by District employees and the services to be provided; to classify positions; to establish initial salaries of new classifications after notification of the Union; to determine the methods, processes, means and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

## ARTICLE V UNION RIGHTS

- A. Union Access.** Union staff members shall be allowed to contact employees on District facilities or job sites before and after working hours and during duty-free unpaid work hours. The use of email to set up and confirm meetings is allowed. Union staff members shall have access to District facilities while representing unit members in meetings with management or for other purposes when specifically approved by District management in advance for each instance. The parties shall comply with Government Code sections 3555 – 3559 concerning Union communications with District employees.
- B. Dues Deduction.** With signed authorization, the District will provide deductions for Union dues and Credit Union accounts. The parties shall comply with Government Code sections 1150-1159 concerning Union-related salary and wage deductions.
- C. Indemnify and Defend.** The Union shall indemnify, defend, and hold the District harmless against any claim made and against any suit initiated against the District on account of check off or deduction of Union dues, premiums or Credit Union payments or deposits ~~deductions~~.
- D. Union Membership Agency Shop**
1. The District and the Union recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal affirmative right of employees to refuse to form, join, and participate in employee organizations. Neither party shall exert pressure upon or discriminate against an employee in the exercise of these alternative rights. The parties shall comply with Government Code sections 3550 - 3553 concerning restrictions on public employers deterring or discouraging Union membership.
  - ~~2. Accordingly, membership in the Union shall not be compulsory. A unit member has the right to choose either: to become a member of the Union; or to pay to the Union a fee for representation services; or to refrain from either of the above courses of action upon the grounds set forth in Section (6) below.~~
  - ~~3. A bargaining unit member who does not fall within one of the exempted categories as set forth in Section (6) below, and who has not voluntarily made application for membership in the Union within the sixty (60) day period following the date upon which said employee has been formally hired by the District in a bargaining unit position, must as a condition of employment pay to the Union a representation fee, in exchange for representation services necessarily performed by the Union in conformance with its legally imposed duty of fair representation on behalf of said Union member who is not a member of the Union.~~
  - ~~4. In the event that a unit member doesn't become a member of the Union or pay such fee directly to the Union, the District shall begin automatic payroll deduction. There shall be no charge to the Union for such mandatory agency fee deductions.~~

- ~~5. The agency fee collected pursuant to Section (4) above from unit members who are not members of the Union shall be an amount equal to regular Union dues paid by Union members within the District. Agency fee payers are entitled to apply to the Union for refunds of any amount paid which may be prohibited by the U.S. Constitution because such funds pay for political purposes not related to collective bargaining.~~
- ~~6. Any unit member shall be exempt from the requirements of Section (2) above, if such employee has a bona fide religious objection as defined by Section 3502.5 of the Government Code to the payment of any fee in support of a Union or "employee organization" as defined in Section 3540.1(d) of the Government Code.~~
- ~~7. Exempt unit members as defined in Section (6) above, shall, as an alternative to payment of a representation fee to the Union, pay an amount equivalent to such representation fee to:~~
- ~~8. United Way~~
- ~~9. American Cancer Society~~
- ~~10. Any charity jointly agreed to in writing by the parties.~~
- ~~11.2. Hold Harmless Provision. The Union shall hold the District harmless, and shall fully and promptly reimburse the District for any fees, costs, charges, or penalties incurred in responding to or defending against any claims, disputes, and/or challenges which are brought against the District or any of its agents or employees in connection with the interpretation, application, administration or enforcement of any Section of this Agreement pertaining to representation fees.~~

**ARTICLE VI PROBATIONARY PERIOD**

- A. Initial Probation.** Upon initial appointment, all **unit** employees shall serve the equivalent of twelve (12) months of full-time service as a probationary period, during which time the employee may be dismissed without prior notice, cause or right of appeal.
- B. Promotional Probation.** Upon promotion to a different classification with a higher salary schedule, an **unit** employee shall serve the equivalent of twelve (12) months of full-time service as a probationary period, during which time the employee may be returned to his/her previous classification without prior notice, cause, or right of appeal provided the employee had successfully completed a probationary period in the previous class, otherwise, the employee shall be terminated from District service.
- C. Extension of Probationary Period.** Any accumulated time absent during the probationary period for a period of more than five (5) working days shall serve to extend the employee's probationary period for the total period of absence.

**ARTICLE VII HOURS**

- A. Work Hours.** Except in emergencies, the work week of full-time **unit** employees shall normally consist of five (5) days of eight (8) hours each, exclusive of a meal period. Persons who are part of 24/7 coverage may be assigned to work a straight eight-hour shift including a meal period. Each employee shall be assigned regular starting and quitting times, which shall not be changed without prior notice. Other work schedules (including 4/10) may be implemented by the District at its sole discretion upon fourteen (14) days prior notice to affected employees. Any return to the standard 5/8 schedule shall remain at the sole

discretion of the District management and may be implemented upon fourteen (14) days prior notice to the affected employees. Shift schedules for Security staff shall be posted at least fourteen (14) days in advance of the starting date of the schedule. Employees may be rescheduled within that period because of unplanned absences.

- B. Rest Periods.** When practical, employees shall be granted a ten (10) minute paid rest period during each half work shift of four (4) hours or longer. Such breaks shall not be taken within one (1) hour of the employee's starting time, quitting time, or meal break and shall not be accumulated or used to supplement meal breaks, arrive at work late or leave work early.

## ARTICLE VIII COMPENSATION AND BENEFITS

### A. Wages and Adjustments.

1. Effective with the pay period in which January 1, 20~~21~~<sup>21</sup>~~18~~ falls, a three and one half percent (3.5%) salary range increase for all represented classifications.
2. Effective with the pay period in which January 1, 20~~22~~<sup>22</sup>~~19~~ falls, a three and one half percent percent (3.5%) salary range increase for all represented classifications.
3. Effective with the pay period in which January 1, 20~~23~~<sup>23</sup>~~30~~ falls, three and one half percent (3.5%) salary a two and three-quarter percent (2.75%) salary range increase for all represented classifications.  
The employee wage schedule for 2021-23 is shown on Attachment A.
4. PERS Contribution by Classic PERS Employees. Effective the pay period in which January 1, 20~~21~~<sup>21</sup>~~18~~ falls, all represented PERS Classic Employees shall continue to contribute the current seven percent (7%) Employee contribution to PERS. The District will continue to pay the Employer Contribution to PERS for each represented employee.
5. PERS Contribution by PEPPA PERS Employees. Effective the pay period in which January 1, 20~~21~~<sup>21</sup>~~18~~ falls, all represented PERS PEPPA Employees shall continue to contribute the current six and ~~one three~~ quarter percent (6.725%) ~~the~~ PEPPA PERS Employee contribution to PERS. The District will continue to pay the Employer Contribution to PERS for each represented employee.

The District reserves the right to adjust wages and wage ranges to accomplish recruitment and retention goals as determined by the Board.

1. An eligible employee shall move from one step to the next higher wage schedule step within the assigned range after receiving an annual evaluation by his/her supervisor/manager that indicates the employee received an overall standard rating (at least 100 points) for that position during the previous year. An employee who is determined to have not met standards during the previous year shall not be eligible for any step increase for a period of three (3) months at which time the employee's performance shall be re- evaluated and if found to meet standard on an overall basis, shall be granted a step increase prospectively.
2. On promotion to a higher job classification, the employee shall be placed at the step on the higher wage range that provides s for at least a five percent (5%) increase in pay.

- B. Shift Differential.** The District provides a \$7.00 per shift differential for each normally assigned shift worked by an employee that covers the hours between 12:01 a.m. and 6:00 a.m.

**C. Certificate Pay.**

Certificate pay is capped at five percent (5%) for Represented Utility Worker and Plant Operator classifications.

1. **Additional Certificates.** Effective January 1, 2015, additional certificates for Plant Operator classifications shall be limited to Treatment Plant Operator certificates and/or collection system certificates issued by the State of California or a District-approved educational institution. Plant Operators shall be paid an additional two and one-half percent (2.5%) above base pay per additional certificate above those required by their classification level, not to exceed five percent (5%) or two additional certificates, for each month so qualified during the term of this Agreement.

Effective January 1, 2015, additional certificates for Utility Worker classifications shall be limited to distribution certificates and/or collection system certificates issued by the State of California or a District-approved educational institution. Utility Workers shall be paid an additional two and one-half percent (2.5%) above base pay per additional certificate above those required by their classification level, not to exceed five percent (5%) or two additional certificates, for each month so qualified during the term of this Agreement.

2. **Training Officer Pay.** Any Security Gate or Security Patrol Officer specifically designated by the District as a "Training Officer" shall receive an additional five percent (5%) above their base pay while training new Security employees.

**D. Paid Benefits**

1. **Health and Supplemental Insurances.** The District will continue to contribute eighty percent (80%) of the total cost for dental, vision, life, long term disability and health insurance (~~based on not to exceed eighty percent (80%) of~~ the cost of the least expensive HMO plan available that year) for full-time active employees and their dependents.

The District will continue to contribute eighty percent (80%) of the cost for health insurance (~~based on not to exceed 80%~~ of the least expensive HMO plan available that year) for full-time retired represented employees and their dependents.

2. **Opting Out of Medical Coverage.** Eligible employees opting out of medical coverage who show proof of similar coverage shall receive a flat \$350.00 per month for the period not utilizing District-sponsored medical insurance.

3. **Postretirement Health Benefits - Medical Vesting.** ~~Upon ratification of this Agreement by unit members, p~~Post-retirement health benefits provided to employees hired on or after January 1, 2016, shall be provided in accordance with Government Code Section 22893.
4. **Less than Full Time Employees.** No paid benefits are provided.
5. **Waiting Period.** Benefits eligibility shall be governed by provider contracts with the District for full-time regular employees and shall begin after satisfactory completion of one (1) month of the probationary period.

**E. Incentive Pay**

1. **Education Incentive Pay.** The District shall pay \$500 (one time, lump sum) to any employee who is awarded an associate academic degree by an accredited college or university and \$1,000 (one time, lump sum) to any employee who is awarded a bachelor academic degree by an accredited college or university; however, this incentive pay will be paid only for associate and bachelor degrees awarded after the employee has been employed by the District for at least six months. Education incentive pay shall not apply to any employee whose current District job description requires the degree being awarded.
2. **Longevity Pay.** The District shall pay \$1,000 (one time, lump sum) to any employee who is employed by the District for 15 years. The District shall pay \$1,000 (one time, lump sum) to any employee who is employed by the District for 25 years. The payment will be made in the month following the employee's 15 year or 25 year anniversary of employment. An employee who already has been employed for 15 years or 25 years at the time of the effective date of this provision shall not be entitled to longevity pay for the prior 15 year or 25 year anniversary.

**ARTICLE IX OVERTIME**

**A. Definitions**

1. **Overtime.** The use of overtime is discouraged. Except in emergencies, all overtime must be authorized in advance by the General Manager or his/her designee. For unit positions, any hours worked which exceed forty (40) hours per week shall be considered overtime. Unauthorized overtime worked may subject an employee to disciplinary action. The District shall designate work week or work period for federal Fair Labor Standards Act (FLSA) purposes as necessary.
2. **Hours Worked.** Those hours during which the employee actually works for the District or during his/her normal work week is observing one of those holidays listed in Article XIII. A.1-8 of this MOU.

- B. Overtime Compensation.** Employees who have actually worked over forty (40) hours during a work week shall receive pay at one and one-half times the employee's regular rate of pay for all hours in excess of forty (40) hours. When hours worked combined with other paid time off exceeds forty (40) hours per week, the employee shall receive overtime for those hours beyond forty (40)} at the employee's regular rate of pay. Any hours worked past the daily scheduled



shift shall be paid as overtime.

**ARTICLE X STANDBY DUTY AND CALL BACK**

**A. Standby**

1. Standby duty is defined as that circumstance which requires the employee so assigned by the District to:
  - a. Be ready to respond in a reasonable time to calls for her/his service;
  - b. Be readily available at all hours by telephone or other communication devices; and
  - c. Refrain from activities which might impair her/his assigned duties upon call.
2. Standby duty shall be assigned in writing and shall be compensated at the rate of \$~~56~~0.00 per day of such assignment.

**B. Call Back**

1. **Definition.** An employee who is required by the District to return to work after the work shift or work week has ended and the employee has left the work location shall be deemed "called back" for purposes of this section.
2. **Minimum.** All employees called back shall be paid a minimum of two (2) hours at one and one-half times the employee's regular rate or for time actually worked, whichever is greater.

**ARTICLE XI VACATION LEAVE**

**A. Accrual.** All full-time employees shall accrue vacation leave credits for each regular hour paid ~~on~~ the basis of based on the schedule below. Part-time workers who are assigned to at least twenty (20) hours per week shall also earn vacation on a pro rata basis.

**B. Schedule of Accrual.**

Years of Continuous Service	Hours Accrued/hour paid	Maximum Hour of Accrual per Year
Years 1 - 4	0.03846	80
Years 5 - 10	0.0577	120
Year 11	0.0615	128
Year 12	0.0654	136
Year 13	0.0692	144
Year 14	0.0731	152
Year 15	0.0769	160
Year 16	0.0808	168
Year 17	0.0846	176
Year 18	0.0885	184
Year 19	0.0923	192
Year 20	0.0962	200

**C. Payment on Separation.** Employees who separate from District service shall be paid for accrued vacation leave.

**D. Maximum Accrual.** No employee shall be allowed to carry forward from one calendar year to the next more than one hundred sixty (160) hours of accrued vacation leave ("Maximum

Accrual Limit"). Once the Maximum Accrual Limit is reached, the employee shall stop accruing additional vacation leave until vacation leave is taken and accrued vacation leave is reduced below the Maximum Accrual Limit.

- E. **Scheduling.** ~~Unit~~ Employees may request vacation leave by signing up for dates with their Supervisor on the posted schedule by February 1 of each year and submitting an Employee Absence Request form. Supervisors shall only grant such requests when the District will not be adversely affected. Conflicts in requested vacation leaves shall be resolved in favor of the person with the greatest continuous length of service in his/her present classification. Persons who request vacation leave after February 1<sup>st</sup> will be limited to using open dates. All time off for vacation leave requires the approval of an Employee Absence Request form by the employee's Supervisor. The District may direct the use of vacation leave for persons who have reached the Maximum Accrual Limit and failed to take vacation leave within a reasonable period of time thereafter.

## ARTICLE XII SICK LEAVE

- A. **Accrual.** All ~~unit~~ employees who are employed on a regular full-time or regular part-time basis shall accrue sick leave credits on the basis of .04615 hours of sick leave for each regular hour paid to a maximum of ninety-six (96) hours per year. Sick leave may accrue without limitation.
- B. **Catastrophic Illness or Injury.** All accrued sick leave may be used in the event of a catastrophic illness or injury.
- C. **Authorization for Usage.** Employees are authorized to use accrued sick leave only when incapacitated due to sickness, injury or when receiving necessary medical or dental service, or in the event of an illness or death in the immediate family which requires the employee's presence.
- D. **Use of Sick Leave.** Sick leave must be accrued before taken or used. Up to forty-eight (48) hours per year may be used to care for sick immediate family members. A total of twenty-eight (28) hours of unscheduled personal sick leave use per year shall be considered the maximum which meets standard or better usage for performance evaluations. Consideration will be given to hospitalizations and severe illness or injuries.
- E. **Scheduled Vs. Unscheduled Sick Leave.** Sick leave shall be considered "unscheduled" when the employee provides less than twenty-four (24) ~~hours notice~~ hours' notice of their absence from work. However, in the event an employee becomes suddenly ill and that illness requires several days absence from work, the first day of related sick leave, if the employee provides less than twenty-four (24) ~~hours notice~~ hours' notice, shall be considered "unscheduled". The subsequent and related consecutive sick leave taken shall be considered "scheduled".
- F. **Evidence of Illness.** The District may require any employee who is absent due to illness or injury to be examined by the District's doctor at District's expense. At the District's discretion, satisfactory evidence of illness or injury for any period of absence may be required prior to the employees return to duty.

The District shall have the discretion to require the employee to present a physician's certificate upon his or her return to duty stating that the employee has fully recuperated from the illness and/or injury and has no physical limitations preventing the employee from performing his or her required job responsibilities. Until such a certificate is presented, the General Manager shall have the right to disallow the employee's return to work. In such cases, the employee shall continue to use accrued sick leave, if any, and after accrued sick leave is exhausted, shall be on authorized leave of absence without pay.

- G. **Sick Leave Retirement Benefit.** No employee shall be compensated directly for accrued but

unused sick leave upon termination of employment; however, accrued sick leave may be converted to time worked for the purposes of retirement under the District's contract with PERS.

### ARTICLE XIII HOLIDAYS

- A. Paid Holidays for Regular Full-Time and Regular Part-Time Employees.** The following shall be paid holidays for eligible employees:
1. New Year's Day
  2. President's Day {3<sup>rd</sup> Monday in February}
  3. Memorial Day (last Monday in May)
  4. Independence Day (July 4<sup>th</sup>)
  5. Labor Day (1<sup>st</sup> Monday in September)
  6. Thanksgiving Day {4<sup>th</sup> Thursday in November}
  7. Day after Thanksgiving
  8. Christmas Day
  9. Four personal holidays (see below)
- B. Holiday Observance.** For employees regularly assigned to a five-day Monday through Friday work schedule recognized holidays which fall on a Saturday will be observed on a Friday; those falling on a Sunday will be observed on Monday. For all other employees, holidays will be observed on the actual declared holiday.
- C. Holiday Pay.** Eligible employees will receive holiday pay for up to eight (8) hours for each holiday.
- D. Holidays Worked.** If an employee is required to work on an observed holiday, the employee shall receive holiday pay plus time and one-half for any hours worked on that holiday.
- E. Personal Holidays.** Upon prior approval of his or her supervisor, a regular full-time or regular part-time employee who has completed the initial probationary period may take four (4) personal holidays with pay per calendar year. The employee must give his or her supervisor at least two (2) weeks advance notice and receive authorization before taking the personal holiday.
- F. Part-time Employees.** Regular part-time employees shall accrue and be paid for holidays in the same proportion as his or her working hours bear to the normal working hours of a full-time employee in a comparable position.

### ARTICLE XIV LEAVE OF ABSENCE WITHOUT PAY (LWOP)

- A. Eligibility.** Leave without pay may be granted to an employee who desires to return therefrom to District service and does not have vacation leave available.
- B. Short-term LWOP.** Leave without pay of less than thirty (30) consecutive days may be granted by the General Manager.
- C. Long-term LWOP.** Leave without pay for more than thirty (30) consecutive days may be granted by the Board of Directors. If granted, the employee shall retain his/her status as an

employee at the pay step, leave and benefits accrued prior to the leave. However, no additional leave shall accrue nor shall the District provide any pay or benefits during the period of the leave. Anyone failing to return from leave on the first working day after the end of his/her leave and who has failed to receive permission for a finite time extension from the General Manager by that time, will be deemed to have abandoned his/her position and voluntarily resigned.

## ARTICLE XV MISCELLANEOUS PROVISIONS

**A. Patrol Officer Equipment.** All newly-hired Patrol Officers shall be provided with the following items of safety equipment:

- a. Bianchi Accumold Nylon Gear (or similar)
  1. Duty Belt
  2. Handgun Holster
  3. Double Cuff Case
  4. Double Magazine Case
  5. Pepper Spray Case
  6. Baton Holder
  7. Belt Keepers (4)
  8. Flashlight Holder
  9. Radio Holder
  10. Handcuffs
  11. Pepper Spray
  12. Baton (ASP)

The above items shall remain the property of the District and shall be returned by the employee upon leaving employment.

**B. Boots.** Effective January 1, 2015 uniform/safety boots will be provided as follows:

1. All represented employees in the Utility Worker classifications shall receive reimbursement for safety boots not to exceed two (2) times per calendar year, at a maximum of \$~~15200~~ per pair.
2. All represented employees in the Plant Operator classifications shall receive reimbursement for safety boots not to exceed one (1) time per calendar year, at a maximum of \$~~15200~~ per pair.
3. All represented employees in the Patrol Officer classification shall receive reimbursement for uniform boots not to exceed one (1) time per calendar year, at a maximum of \$~~1500~~ per pair. The District will ~~increase reimburse the uniform allowance for~~ Patrol Officers ~~from two (2) to for~~ three (3) uniforms per year.
4. All represented employees in the Gate Officer classification shall receive reimbursement for uniform boots not to exceed one (1) time per calendar year, at a maximum of \$~~1500~~ per pair. The District will reimburse Gate officers for three (3) uniforms peer year.

## ARTICLE XVI GRIEVANCE PROCEDURE

**A. Definitions.**

1. **Grievance.** A grievance is a claimed violation, misapplication, or misinterpretation of a specific provision of this Agreement which adversely affects the grievant. The exercise or lack of exercise of District Rights (Article IV.) shall not be subject to the

grievance procedure. The grievance procedure shall not be used for (a) the resolution of any complaint concerning any disciplinary action except as provided in article XVII(E); ~~(b)~~ the resolution of any complaint concerning any aspect of the performance evaluation process; or (c) the resolution of any complaint relating to any concerted refusal to work.

2. **Grievant.** A grievant is an employee in the unit who is filing a grievance as defined above. Grievances that affect more than one employee in a substantially similar manner may be consolidated at the discretion of the District.
3. **Day.** ~~Unless otherwise defined, f~~For the purposes of this Article XVI, "day" shall mean a working day in which the District's main administrative office is open for business.

#### B. Process

1. **Informal Resolution.** When an employee has a complaint, the employee shall first informally discuss the matter with the employee's immediate supervisor within ten (10) days from the date of the incident or decision generating the grievance. If, after a discussion with the immediate supervisor, the complaint grievance has not been satisfactorily resolved, the employee ~~shall have the right within five (5) days to discuss the complaint informally with the supervisor's immediate superior. If, after such a discussion, the complaint has not been satisfactorily resolved, the employee shall have the right to file a formal grievance.~~ may file a formal grievance pursuant to subsection 2.
2. **Formal Levels.**

**Level 1:** If a grievant is not satisfied with the resolution proposed at the informal level, he/she may, within five (5) days of the informal discussion, file a formal written grievance with his/her Department Head containing a statement describing the grievance, the section of this Agreement allegedly violated, and remedy requested. The Department Head (or designee) shall, within five (5) days have a meeting with the grievant and within ten (10) days thereafter give a written decision to the grievant.

**Level 2:** If the grievant is not satisfied with the written decision from the Department Head, the grievant may, within five (5) days from the receipt of such decision, file a written appeal to the General Manager. Within ten (10) days of receipt of the written appeal, the General Manager or his/her designee, shall investigate the grievance which may include meeting with the concerned parties. Within ten (10) days after the completion of the investigation, the General Manager shall give a written decision to the grievant.

**Level 3:** If the grievant is not satisfied with the written decision from the General Manager, the grievant may, within five (5) days from the receipt of such decision, ~~file a written~~ appeal to the District Board of Directors by filing a written notice of appeal with the District Secretary. ~~In closed session, t~~The Board shall review the grievance and shall ~~have the option of granting the grievance or denying the grievance.~~ If permitted by state law, the Board may consider the grievance in closed session. The Board's action shall be final and binding. Its action shall be reported to District Management, the Grievant, and the Union.

#### C. General Provisions

1. If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized.
2. If a supervisor or manager fails to respond with a decision within the given time period, the grievant may appeal his/her grievance to the next higher level as if a negative response had been received on the final day for the decision.
3. The grievant may be represented by a person of his/her choice at any formal level of this procedure.
4. Time limits and formal levels may be waived by mutual written consent of the parties.
5. Grievance-related documents may be delivered or provided by email to the employee's District email address, by delivery via regular U.S. mail to the employee's residence address as shown on the District payroll records, or by personal delivery~~Proof of service shall be accomplished by certified mail or personal service.~~

#### ARTICLE XVII DISCIPLINARY ACTION

- A. Basis for Disciplinary Action.** The tenure and status of every unit employee is conditioned on reasonable standards of personal conduct and job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action. Disciplinary action may, in addition to the causes set forth in the Personnel Manual, be based upon any of the following grounds: failure to fully perform required duties, abuse of employer policies or rules, unexcused absences, misuse or abuse of District property or equipment, and commission of other acts which are incompatible with service to the public.
- B. Types of Discipline.** Three types of discipline are recognized for purposes of applying one of the procedures under this article, they are:
1. **Written Reprimands:** A reprimand, the details of which are committed to writing and placed in the employee's personnel file;
  2. **Short Suspensions:** Suspensions without pay for periods up to and including three (3) working days; and
  3. **Severe Disciplinary Action:** Suspensions without pay of four (4) days or longer, demotion, reduction in compensation, or discharge.
- C. Day.** ~~Unless otherwise defined, for~~For the purposes of this Article, "day" shall mean a day in which the District's main administrative office is open for business.
- D. Appeal from a Written Reprimand.** An employee receiving a written reprimand may, within five (5) days, appeal such action to the Department Head (or his or her designee) by timely filing a written notice of appeal with the Department Head (or his or her designee) in writing or by personal interview. Within five (5) days thereafter, the Department Head (or his designee) shall respond to the employee in writing by either granting or denying the appeal. Such response shall be final.
- E. Appeal from a Short Suspension.** An employee receiving a suspension without pay of one (1) through three (3) working days, shall be afforded the opportunity to clear him/herself through the first two levels of the Formal ~~Levels of the G~~rievance ~~P~~rocedure (Article XVI B.2.) by filing a formal written grievance with his/her Department Head within five (5) days of the alleged incident or receipt of Notice of the Proposed Disciplinary Action, whichever is later.
- F. ~~Appeal from a Severe Disciplinary Action~~ – Notice and Appeal.** An employee receiving a proposed suspension of four (4) working days or longer, demotion to an established

classification with a lower maximum salary range, reduction in compensation, or discharge shall be notified of the charges and have the opportunities to appeal as described below:

1. **Notice.** The employee shall be advised in writing of proposed disciplinary action ~~when such action is to result in demotion, suspension without pay, reduction in compensation or discharge.~~ The written statement shall contain:
  - a. A description of the events which necessitated the proposed severe disciplinary action;
  - b. A statement of the charges;
  - c. A statement of the proposed disciplinary action;
  - d. Notification that the employee may review or make copies of available materials leading to the ~~suspension~~severe discipline;
  - e. A statement of the employee's right to representation; and
  - f. The right of the employee to meet with the designated management representative or to submit in writing his/her response to the proposed action at a given time and place.
2. **Employee's Response.** An employee's opportunity to respond to the designated management representative is not intended to be an adversarial hearing. However, the employee may present witnesses in support of his/her opposition to the proposed demotion, suspension, reduction in compensation, or discharge. The employee may be accompanied and represented by a person of his choice during this procedure. The limited nature of this response does not prevent management's representative from initiating further investigation if the employee's version of the facts raises doubts as to the accuracy of the supervisor's information leading to the proposed discipline.
3. **Management Representative's Decision.** Following a review of a proposed disciplinary action by the designated management representative, the ~~latter representative~~ shall ~~cause provide~~ to ~~be served on~~ the employee affected, ~~by certified mail or personal delivery,~~ a statement signed by him/her indicating, if applicable, the management representative's decision based on the employee's response (if any) and, if the proposed action is to be implemented, the specific charges against the employee and the effective date of the action.
  - a. This statement shall clearly inform the employee that he/she through the Union has the right, within five (5) days after receipt of this notice, to request in writing an appeal hearing before a hearing officer to contest the action of the management representative. The ~~request~~written notice of appeal must be filed by the Union with the District's General Manager. The notice of appeal must set forth the grounds or reasons for the appeal.
  - b. If, within the five (5) day appeal period the Union does not file ~~said a~~ written notice of appeal, the action of the management representative shall be considered conclusive.
4. **Appeal from Management Representative's Determination.** If, within the five- day appeal period, the Union files such notice of appeal by giving to the General Manager written notice of appeal, then a time for an appeal hearing before a Hearing Officer shall be established which shall not be less than ten ~~(10)~~ days, nor more than sixty ~~(60)~~ days from the date of the filing of the appeal. The parties may adjust these deadlines by mutual written consent. All interested parties shall be notified in writing of the date, time, and place of the hearing, at least five (5) days prior to the hearing.



- a. The Hearing Officer shall be selected by requesting a list of nine (9) labor arbitrators from the California Mediation and Conciliation Service and the parties shall follow that organization's selection procedure to select the hearing officer.
- b. All hearings shall be conducted in private.
- c. The hearing shall be conducted in a manner most conducive to determination of the truth.
- d. Each party shall have the right to be represented by counsel or other person of his/her choice; to call and examine witnesses on any matter relevant to the issues; to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though such matter was not covered on direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the ~~respondent-~~ employee does not testify in his/her own behalf, he/she may be called and examined as if under cross- examination. Every witness shall declare by oath or affirmation that he/she will testify truthfully.
- e. The Hearing Officer shall determine whether to sustain, reject, or modify the action demoting, suspending, reducing compensation of, or discharging the employee.
- f. ~~Mutually incurred costs for t~~The Hearing Officer ~~Procedure costs~~ shall be divided equally between the District and the Union.
- g. The jurisdiction and authority of the Hearing Officer and his/her opinion and award shall be confined exclusively to deciding properly filed, timely appeals from Severe Disciplinary Action as defined above. He/she shall have no authority to hear or decide issues of procedural or substantive arbitrability; to add to or detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure. The Hearing Officer shall not hear or decide more than one (1) appeal at the same time without the mutual consent of the District ~~or the~~ and Union.
- h. The written award of the Hearing Officer on the merits of any appeal adjudicated within his/her jurisdiction and authority shall be final and binding on the employee, the Union, and the District.

**G. Exclusive Procedure.** This procedure shall be the exclusive procedure available to ~~unit~~ employees for disciplinary appeals. Discipline-related documents may be delivered or provided by email to the employee's District email address, by delivery via regular U.S. mail to the employee's residence address as shown on the District payroll records, or by personal delivery.

## ARTICLE XVIII NO STRIKES OR LOCKOUTS

### A. No Strikes.

During the term of this Agreement, neither the Union nor its agents, nor any employee, individually or collectively, shall call, sanction, support, or participate in any strike, work stoppage, picketing, sit-down, sickout, slowdown, or any refusal to enter the Employer's premises, or any other interference with any of the Employer's services of operations, or with the movement or transportation of persons or goods to or from the Employer's premises.



The prohibitions of this Section A shall apply whether or not (i) the dispute giving rise to the prohibited conduct is subject to any dispute resolution procedure provided under this Agreement; (ii) such conduct is in support of or in sympathy with a work stoppage or picketing conducted by the Union, any other labor organization, or any other group of employees; or (iii) such conduct is for any other reason, including but not limited to protest of an alleged violation of any state or federal law, political protest, civil rights protest, consumer protest, or environmental protest.

If any conduct prohibited by this Section occurs, the Union shall immediately make every reasonable effort to terminate such conduct. If the Union makes such effort to terminate, and does not in any way encourage any of the activities prohibited by this Section which were not instigated by the Union or its staff, the Union will not be liable for damages to the Employer caused by such activities.

The District will not lock out ~~unit~~ employees during the term of this Agreement with the intention of initiating a labor dispute.

**B. Discipline.**

Any employee who participates in any activity prohibited by Section A of this Article shall be subject to discharge or such less discipline as the Employer in its sole discretion shall determine without recourse to the grievance procedure; provided, however, that the ~~employer-employee~~ shall have recourse to the grievance procedure as the sole question of whether or not the employee participated in any of such prohibited activities. If such participation occurred, the discharge or discipline imposed by the Employer cannot be altered by the person hearing the grievance.

**C. Remedies for Breach.**

The Employer and the Union shall be entitled to see all appropriate remedies, including but not limited to injunctive relief and damages, if Section A of this Article is violated, without prior resort to any dispute resolution procedure provided under this Agreement, and whether or not the dispute giving rise to the conduct which violates such Section is subject to such procedures.

**ARTICLE XIX FULL UNDERSTANDING, MODIFICATION, AND WAIVER**

**A. Full Understanding**

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and all other topics subject to bargaining, and therefore any other prior or existing understanding or Agreement by the parties, whether formal or informal, written or unwritten, regarding such matters is hereby superseded or terminated in their entirety.

**B. No Interim Bargaining.**

It is agreed and understood that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, except as provided by law, the right and opportunity to make demands and proposals or counter-proposals with respect ~~to~~ any matter subject to bargaining and that the understandings and agreements arrived at after the exercise of that right are set forth in this Agreement.

The parties agree, therefore, that except for changes from time to time in the District's Personnel Rules having to do with wages, benefits, and terms and conditions of employment which are within the scope of bargaining or as noted below in Article XX, Term, the other shall

not be required to negotiate with respect to any subject or matter, whether referred to or not in this Agreement.

**C. Modification.**

Any agreement, alteration, understanding, waiver or modification of any of the terms or provisions contained in this Agreement shall not be binding on the parties unless made or signed in writing by all of the parties to this Agreement, and if required, approved, and implemented by the District's Board of Directors.

**D. Waiver.**

The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions. Regarding matters not covered by this Agreement, the Union agrees that it has specifically waived any further right to bargain during the term of this Agreement on any subject discussed in bargaining or listed in the District Rights Clause.

**E. Status of Memorandum of Understanding.**

This Memorandum of Understanding shall supersede any documents unilaterally adopted by the District where conflict exists regarding a subject covered herein.

**F. Prevailing Rights.** Except as otherwise provided in this MOU, the District Personnel Manual and District employment-related policies shall remain in full force and effect, and shall be complied with during the term of this MOU. If there is an irreconcilable conflict between a provision of this MOU and any of the foregoing documents, the MOU shall prevail. If there is an irreconcilable conflict between a provision of this MOU and any applicable federal or state law, the law shall prevail.

**ARTICLE XX SAVINGS PROVISION**

If any provision(s) of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision(s) will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

**ARTICLE XXI TERM OF AGREEMENT**

**A. Term.** The District and the Union agree that the term of this Agreement shall commence on January 1, 20~~21~~<sup>18</sup> and expire in its entirety at midnight on December 31, 202~~30~~<sup>30</sup>.

**B. Reopener.** Either party may reopen this Agreement during the month of September 202~~30~~<sup>30</sup> by sending to the other a written notice exercising this option to negotiate a successor agreement.

**C. Effective Date of Changes.** Unless otherwise noted herein, any changes caused by the approval of this Agreement shall be prospective and implemented as of the first of the payroll period immediately succeeding the later of January 1, 20~~21~~<sup>18</sup> or its formal adoption by the Board of Directors.

In acknowledgement of Agreement to this Memorandum of Understanding by the representatives of the parties, they have affixed their signatures below.

**FOR THE DISTRICT:**

**FOR THE UNION:**

~~Mark Martin~~Tom Hennig, Chief Negotiator  
Chief Negotiator / General Manager

\_\_\_\_\_  
Darren Semore, Chief Negotiator

~~Sean Montgomery~~Karen Hessler, Team Member

~~Tom Coyle~~James Colas, Team Member

~~Russ Burns~~Dan Reding, Business Manager

~~Dan Redding~~Steve Ingersoll, President

~~Steve Ingersoll~~Justin Diston, Vice President

~~Jim James K.~~Sullivan, Recording Corresponding Secretary

~~Justin Diston~~, Financial Secretary

~~Dave Harrison~~, Treasurer

\_\_\_\_\_  
Tim Neep, Director of Public Employees

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Approved by the Rancho Murieta Community Services District Board of Directors**

~~Mark Pecotich~~Timothy E. Maybee, Board President

\_\_\_\_\_  
Date

MEMORANDUM OF UNDERSTANDING

between the

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

and the

INTERNATIONAL UNION OF OPERATING ENGINEERS UNION LOCAL NO. 3, AFL-CIO

General Unit

January 1, 2021 to December 31, 2023

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**2021-2023 Memorandum of Understanding**  
between the  
**RANCHO MURIETA COMMUNITY SERVICES DISTRICT**  
and the  
**INTERNATIONAL UNION OF OPERATING ENGINEERS UNION LOCAL NO. 3, AFL-CIO**

**GENERAL UNIT**

**ARTICLE I PARTIES**

This Agreement is entered into \_\_\_\_\_ by and between the Rancho Murieta Community Services District (hereinafter referred to as "Employer" or "District") and the International Union of Operating Engineers Union Local No. 3, AFL-CIO (hereinafter referred to as "Union").

Unless otherwise defined, all references to "days" shall mean calendar days.

**ARTICLE II AUTHORIZED AGENTS**

For the purpose of administering the terms and provision of this Agreement the following agents or his/her designee has been identified:

- A. District's principal authorized agent shall be: General Manager  
Rancho Murieta Community Services District  
**P.O. Box 1050**  
Rancho Murieta, CA 95683
- B. Union's principal authorized agent shall be: Business Representative  
Operating Engineers Union Local No. 3, AFL-CIO 1916 North Broadway  
Stockton, CA 95205

**ARTICLE III RECOGNITION**

The Employer recognizes the Union as the sole collective bargaining agent for all regular full- time and part-time employees (over 20 hours/week) in the General Unit of the Rancho Murieta Community Services District, excluding all management, supervisory, confidential, and independent contractor employees. See Attachment A for a list of the employee classifications within the General Unity bargaining unit and covered by this Agreement. "Employee" means an employee within the General Unity bargaining unit.

**ARTICLE IV DISTRICT RIGHTS AND RESPONSIBILITIES**

District retains all of its lawful rights, powers and authority, except as expressly limited by specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers and authority of the District, include, but are not limited to the following: to manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities, and operations; to create, change, combine or eliminate budgeted positions, policies, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force, and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees; to determine the content of job classifications; to set standards of service, determine the procedures and standards of selection for employment and promotion; direct its employees to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to require employees to undergo testing for drugs and alcohol; to determine the type and scope of work to be performed by District employees and the services to be provided; to classify positions; to establish initial salaries of new classifications after notification of the

Union; to determine the methods, processes, means and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

#### **ARTICLE V UNION RIGHTS**

- A. Union Access.** Union staff members shall be allowed to contact employees on District facilities or job sites before and after working hours and during duty-free unpaid work hours. The use of email to set up and confirm meetings is allowed. Union staff members shall have access to District facilities while representing unit members in meetings with management or for other purposes when specifically approved by District management in advance for each instance. The parties shall comply with Government Code sections 3555 – 3559 concerning Union communications with District employees.
- B. Dues Deduction.** With signed authorization, the District will provide deductions for Union dues and Credit Union accounts. The parties shall comply with Government Code sections 1150-1159 concerning Union-related salary and wage deductions.
- C. Indemnify and Defend.** The Union shall indemnify, defend, and hold the District harmless against any claim made and against any suit initiated against the District on account of check off or deduction of Union dues, premiums or Credit Union payments or deposits.
- D. Union Membership**
  - 1. The District and the Union recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal affirmative right of employees to refuse to form, join, and participate in employee organizations. Neither party shall exert pressure upon or discriminate against an employee in the exercise of these alternative rights. The parties shall comply with Government Code sections 3550 - 3553 concerning restrictions on public employers deterring or discouraging Union membership.
  - 2. Accordingly, membership in the Union shall not be compulsory. A unit member has the right to choose to become a member of the Union.

#### **ARTICLE VI PROBATIONARY PERIOD**

- A. Initial Probation.** Upon initial appointment, all employees shall serve the equivalent of twelve (12) months of full-time service as a probationary period, during which time the employee may be dismissed without prior notice, cause or right of appeal.
- B. Promotional Probation.** Upon promotion to a different classification with a higher salary schedule, an employee shall serve the equivalent of twelve (12) months of full-time service as a probationary period, during which time the employee may be returned to his/her previous classification without prior notice, cause, or right of appeal provided the employee had successfully completed a probationary period in the previous class, otherwise, the employee shall be terminated from District service.
- C. Extension of Probationary Period.** Any accumulated time absent during the probationary period for a period of more than five (5) working days shall serve to extend the employee's probationary period for the total period of absence.

#### **ARTICLE VII HOURS**

- A. Work Hours.** Except in emergencies, the work week of full-time employees shall normally consist of five (5) days of eight (8) hours each, exclusive of a meal period. Persons who are part of 24/7 coverage may be assigned to work a straight eight-hour shift including a meal period. Each employee shall be assigned regular starting and quitting times, which shall not be changed without prior notice. Other work schedules (including 4/10) may be implemented by the District at its sole discretion upon fourteen (14) days prior notice to affected employees. Any return to the standard 5/8 schedule shall remain at the sole discretion of the District management and may be

implemented upon fourteen (14) days prior notice to the affected employees. Shift schedules for Security staff shall be posted at least fourteen (14) days in advance of the starting date of the schedule. Employees may be rescheduled within that period because of unplanned absences.

- B. Rest Periods.** When practical, employees shall be granted a ten (10) minute paid rest period during each half work shift of four (4) hours or longer. Such breaks shall not be taken within one (1) hour of the employee's starting time, quitting time, or meal break and shall not be accumulated or used to supplement meal breaks, arrive at work late or leave work early.

## **ARTICLE VIII COMPENSATION AND BENEFITS**

### **A. Wages and Adjustments.**

1. Effective with the pay period in which January 1, 2021 falls, a three and one half percent (3.5%) salary range increase for all represented classifications.
2. Effective the pay period in which January 1, 2022 falls, a three and one half percent (3.5%) salary range increase for all represented classifications.
3. Effective the pay period in which January 1, 2023 falls, three and one half percent (3.5%) salary range increase for all represented classifications. The employee wage schedule for 2021-23 is shown on Attachment A.
4. PERS Contribution by Classic PERS Employees. Effective the pay period in which January 1, 2021 falls, all represented PERS Classic Employees shall continue to contribute the current seven percent (7%) Employee contribution to PERS. The District will continue to pay the Employer Contribution to PERS for each represented employee.
5. PERS Contribution by PEPRA PERS Employees. Effective the pay period in which January 1, 2021 falls, all represented PERS PEPRA Employees shall continue to contribute the current six and one quarter percent (6.75%) PEPRA PERS Employee contribution to PERS. The District will continue to pay the Employer Contribution to PERS for each represented employee.

The District reserves the right to adjust wages and wage ranges to accomplish recruitment and retention goals as determined by the Board.

1. An eligible employee shall move from one step to the next higher wage schedule step within the assigned range after receiving an annual evaluation by his/her supervisor/manager that indicates the employee received an overall standard rating (at least 100 points) for that position during the previous year. An employee who is determined to have not met standards during the previous year shall not be eligible for any step increase for a period of three (3) months at which time the employee's performance shall be re-evaluated and if found to meet standard on an overall basis, shall be granted a step increase prospectively.
2. On promotion to a higher job classification, the employee shall be placed at the step on the higher wage range that provides for at least a five percent (5%) increase in pay.

- B. Shift Differential.** The District provides a \$7.00 per shift differential for each normally assigned shift worked by an employee that covers the hours between 12:01 a.m. and 6:00 a.m.

### **C. Certificate Pay.**

Certificate pay is capped at five percent (5%) for Represented Utility Worker and Plant Operator classifications.

1. **Additional Certificates.** Effective January 1, 2015, additional certificates for Plant Operator classifications shall be limited to Treatment Plant Operator certificates and/or collection



system certificates issued by the State of California or a District-approved educational institution. Plant Operators shall be paid an additional two and one-half percent (2.5%) above base pay per additional certificate above those required by their classification level, not to exceed five percent (5%) or two additional certificates, for each month so qualified during the term of this Agreement.

Effective January 1, 2015, additional certificates for Utility Worker classifications shall be limited to distribution certificates and/or collection system certificates issued by the State of California or a District-approved educational institution. Utility Workers shall be paid an additional two and one-half percent (2.5%) above base pay per additional certificate above those required by their classification level, not to exceed five percent (5%) or two additional certificates, for each month so qualified during the term of this Agreement.

2. **Training Officer Pay.** Any Security Gate or Security Patrol Officer specifically designated by the District as a "Training Officer" shall receive an additional five percent (5%) above their base pay while training new Security employees.

#### D. **Paid Benefits**

1. **Health and Supplemental Insurances.** The District will continue to contribute eighty percent (80%) of the total cost for dental, vision, life, long term disability and health insurance (based on the cost of the least expensive HMO plan available that year) for full-time active employees and their dependents.

The District will continue to contribute eighty percent (80%) of the cost for health insurance (based on of the least expensive HMO plan available that year) for full-time retired represented employees and their dependents.

2. **Opting Out of Medical Coverage.** Eligible employees opting out of medical coverage who show proof of similar coverage shall receive a flat \$350.00 per month for the period not utilizing District-sponsored medical insurance.
3. **Postretirement Health Benefits - Medical Vesting.** Post-retirement health benefits provided to employees hired on or after January 1, 2016, shall be provided in accordance with Government Code Section 22893.
4. **Less than Full Time Employees.** No paid benefits are provided.
5. **Waiting Period.** Benefits eligibility shall be governed by provider contracts with the District for full-time regular employees and shall begin after satisfactory completion of one (1) month of the probationary period.

#### E. **Incentive Pay**

1. **Education Incentive Pay.** The District shall pay \$500 (one time, lump sum) to any employee who is awarded an associate academic degree by an accredited college or university and \$1,000 (one time, lump sum) to any employee who is awarded a bachelor academic degree by an accredited college or university; however, this incentive pay will be paid only for associate and bachelor degrees awarded after the employee has been employed by the District for at least six months. Education incentive pay shall not apply to any employee whose current District job description requires the degree being awarded.
2. **Longevity Pay.** The District shall pay \$1,000 (one time, lump sum) to any employee who is employed by the District for 15 years. The District shall pay \$1,000 (one time, lump sum) to

any employee who is employed by the District for 25 years. The payment will be made in the month following the employee's 15 year or 25 year anniversary of employment. An employee who already has been employed for 15 years or 25 years at the time of the effective date of this provision shall not be entitled to longevity pay for the prior 15 year or 25 year anniversary.

## **ARTICLE IX OVERTIME**

### **A. Definitions**

1. **Overtime.** The use of overtime is discouraged. Except in emergencies, all overtime must be authorized in advance by the General Manager or his/her designee. For unit positions, any hours worked which exceed forty (40) hours per week shall be considered overtime. Unauthorized overtime worked may subject an employee to disciplinary action. The District shall designate work week or work period for federal Fair Labor Standards Act (FLSA) purposes as necessary.
2. **Hours Worked.** Those hours during which the employee actually works for the District or during his/her normal work week is observing one of those holidays listed in Article XIII. A.1-8 of this MOU.

- B. Overtime Compensation.** Employees who have actually worked over forty (40) hours during a work week shall receive pay at one and one-half times the employee's regular rate of pay for all hours in excess of forty (40) hours. When hours worked combined with other paid time off exceeds forty (40) hours per week, the employee shall receive overtime for those hours beyond forty (40) at the employee's regular rate of pay. Any hours worked past the daily scheduled shift shall be paid as overtime.

## **ARTICLE X STANDBY DUTY AND CALL BACK**

### **A. Standby**

1. Standby duty is defined as that circumstance which requires the employee so assigned by the District to:
  - a. Be ready to respond in a reasonable time to calls for her/his service;
  - b. Be readily available at all hours by telephone or other communication devices; and
  - c. Refrain from activities which might impair her/his assigned duties upon call.
2. Standby duty shall be assigned in writing and shall be compensated at the rate of \$60.00 per day of such assignment.

### **B. Call Back**

1. **Definition.** An employee who is required by the District to return to work after the work shift or work week has ended and the employee has left the work location shall be deemed "called back" for purposes of this section.
2. **Minimum.** All employees called back shall be paid a minimum of two (2) hours at one and one-half times the employee's regular rate or for time actually worked, whichever is greater.

## **ARTICLE XI VACATION LEAVE**

- A. Accrual.** All full-time employees shall accrue vacation leave credits for each regular hour paid based on the schedule below. Part-time workers who are assigned to at least twenty (20) hours per week shall also earn vacation on a pro rata basis.

**B. Schedule of Accrual.**

Years of Continuous Service	Hours Accrued/hour paid	Maximum Hour of Accrual per Year
Years 1 - 4	0.03846	80
Years 5 - 10	0.0577	120
Year 11	0.0615	128
Year 12	0.0654	136
Year 13	0.0692	144
Year 14	0.0731	152
Year 15	0.0769	160
Year 16	0.0808	168
Year 17	0.0846	176
Year 18	0.0885	184
Year 19	0.0923	192
Year 20	0.0962	200

**C. Payment on Separation.** Employees who separate from District service shall be paid for accrued vacation leave.

**D. Maximum Accrual.** No employee shall be allowed to carry forward from one calendar year to the next more than one hundred sixty (160) hours of accrued vacation leave ("Maximum Accrual Limit"). Once the Maximum Accrual Limit is reached, the employee shall stop accruing additional vacation leave until vacation leave is taken and accrued vacation leave is reduced below the Maximum Accrual Limit.

**E. Scheduling.** Employees may request vacation leave by signing up for dates with their Supervisor on the posted schedule by February 1 of each year and submitting an Employee Absence Request form. Supervisors shall only grant such requests when the District will not be adversely affected. Conflicts in requested vacation leaves shall be resolved in favor of the person with the greatest continuous length of service in his/her present classification. Persons who request vacation leave after February 1<sup>st</sup> will be limited to using open dates. All time off for vacation leave requires the approval of an Employee Absence Request form by the employee's Supervisor. The District may direct the use of vacation leave for persons who have reached the Maximum Accrual Limit and failed to take vacation leave within a reasonable period of time thereafter.

**ARTICLE XII SICK LEAVE**

**A. Accrual.** All employees who are employed on a regular full-time or regular part-time basis shall accrue sick leave credits on the basis of .04615 hours of sick leave for each regular hour paid to a maximum of ninety-six (96) hours per year. Sick leave may accrue without limitation.

**B. Catastrophic Illness or Injury.** All accrued sick leave may be used in the event of a catastrophic illness or injury.

**C. Authorization for Usage.** Employees are authorized to use accrued sick leave only when incapacitated due to sickness, injury or when receiving necessary medical or dental service, or in the event of an illness or death in the immediate family which requires the employee's presence.

**D. Use of Sick Leave.** Sick leave must be accrued before taken or used. Up to forty-eight (48) hours per year may be used to care for sick immediate family members. A total of twenty-eight (28) hours

of unscheduled personal sick leave use per year shall be considered the maximum which meets standard or better usage for performance evaluations. Consideration will be given to hospitalizations and severe illness or injuries.

**E. Scheduled Vs. Unscheduled Sick Leave.** Sick leave shall be considered "unscheduled" when the employee provides less than twenty-four (24) hours' notice of their absence from work. However, in the event an employee becomes suddenly ill and that illness requires several days absence from work, the first day of related sick leave, if the employee provides less than twenty-four (24) hours' notice, shall be considered "unscheduled". The subsequent and related consecutive sick leave taken shall be considered "scheduled".

**F. Evidence of Illness.** The District may require any employee who is absent due to illness or injury to be examined by the District's doctor at District's expense. At the District's discretion, satisfactory evidence of illness or injury for any period of absence may be required prior to the employees return to duty.

The District shall have the discretion to require the employee to present a physician's certificate upon his or her return to duty stating that the employee has fully recuperated from the illness and/or injury and has no physical limitations preventing the employee from performing his or her required job responsibilities. Until such a certificate is presented, the General Manager shall have the right to disallow the employee's return to work. In such cases, the employee shall continue to use accrued sick leave, if any, and after accrued sick leave is exhausted, shall be on authorized leave of absence without pay.

**G. Sick Leave Retirement Benefit.** No employee shall be compensated directly for accrued but unused sick leave upon termination of employment; however, accrued sick leave may be converted to time worked for the purposes of retirement under the District's contract with PERS.

### **ARTICLE XIII HOLIDAYS**

**A. Paid Holidays for Regular Full-Time and Regular Part-Time Employees.** The following shall be paid holidays for eligible employees:

1. New Year's Day
2. President's Day (3<sup>rd</sup> Monday in February)
3. Memorial Day (last Monday in May)
4. Independence Day (July 4<sup>th</sup>)
5. Labor Day (1<sup>st</sup> Monday in September)
6. Thanksgiving Day (4<sup>th</sup> Thursday in November)
7. Day after Thanksgiving
8. Christmas Day
9. Four personal holidays (see below)

**B. Holiday Observance.** For employees regularly assigned to a five-day Monday through Friday work schedule recognized holidays which fall on a Saturday will be observed on a Friday; those falling on a Sunday will be observed on Monday. For all other employees, holidays will be observed on the actual declared holiday.

**C. Holiday Pay.** Eligible employees will receive holiday pay for up to eight (8) hours for each holiday.

**D. Holidays Worked.** If an employee is required to work on an observed holiday, the employee shall receive holiday pay plus time and one-half for any hours worked on that holiday.

**E. Personal Holidays.** Upon prior approval of his or her supervisor, a regular full-time or regular part-time employee who has completed the initial probationary period may take four (4) personal holidays with pay per calendar year. The employee must give his or her supervisor at least two (2) weeks advance notice and receive authorization before taking the personal holiday.

**F. Part-time Employees.** Regular part-time employees shall accrue and be paid for holidays in the

same proportion as his or her working hours bear to the normal working hours of a full-time employee in a comparable position.

#### **ARTICLE XIV LEAVE OF ABSENCE WITHOUT PAY (LWOP)**

- A. Eligibility.** Leave without pay may be granted to an employee who desires to return therefrom to District service and does not have vacation leave available.
- B. Short-term LWOP.** Leave without pay of less than thirty (30) consecutive days may be granted by the General Manager.
- C. Long-term LWOP.** Leave without pay for more than thirty (30) consecutive days may be granted by the Board of Directors. If granted, the employee shall retain his/her status as an employee at the pay step, leave and benefits accrued prior to the leave. However, no additional leave shall accrue nor shall the District provide any pay or benefits during the period of the leave. Anyone failing to return from leave on the first working day after the end of his/her leave and who has failed to receive permission for a finite time extension from the General Manager by that time, will be deemed to have abandoned his/her position and voluntarily resigned.

#### **ARTICLE XV MISCELLANEOUS PROVISIONS**

- A. Patrol Officer Equipment.** All newly-hired Patrol Officers shall be provided with the following items of safety equipment:
  - a. Bianchi Accumold Nylon Gear (or similar)
    - 1. Duty Belt
    - 2. Handgun Holster
    - 3. Double Cuff Case
    - 4. Double Magazine Case
    - 5. Pepper Spray Case
    - 6. Baton Holder
    - 7. Belt Keepers (4)
    - 8. Flashlight Holder
    - 9. Radio Holder
    - 10. Handcuffs
    - 11. Pepper Spray
    - 12. Baton (ASP)

The above items shall remain the property of the District and shall be returned by the employee upon leaving employment.

- B. Boots.** Effective January 1, 2015 uniform/safety boots will be provided as follows:
  - 1. All represented employees in the Utility Worker classifications shall receive reimbursement for safety boots not to exceed two (2) times per calendar year, at a maximum of \$200 per pair.
  - 2. All represented employees in the Plant Operator classifications shall receive reimbursement for safety boots not to exceed one (1) time per calendar year, at a maximum of \$200 per pair.
  - 3. All represented employees in the Patrol Officer classification shall receive reimbursement for uniform boots not to exceed one (1) time per calendar year, at a maximum of \$150 per pair. The District will reimburse Patrol Officers for three (3) uniforms per year.
  - 4. All represented employees in the Gate Officer classification shall receive reimbursement for uniform boots not to exceed one (1) time per calendar year, at a maximum of \$150 per pair. The District will reimburse Gate officers for three (3) uniforms per year.

#### **ARTICLE XVI GRIEVANCE PROCEDURE**

**A. Definitions.**

1. **Grievance.** A grievance is a claimed violation, misapplication, or misinterpretation of a specific provision of this Agreement which adversely affects the grievant. The exercise or lack of exercise of District Rights (Article IV.) shall not be subject to the grievance procedure. The grievance procedure shall not be used for (a) the resolution of any complaint concerning any disciplinary action except as provided in article XVII(E); (b) the resolution of any complaint concerning any aspect of the performance evaluation process; or (c) the resolution of any complaint relating to any concerted refusal to work.
2. **Grievant.** A grievant is an employee in the unit who is filing a grievance as defined above. Grievances that affect more than one employee in a substantially similar manner may be consolidated at the discretion of the District.
3. **Day.** For the purposes of this Article XVI, "day" shall mean a working day in which the District's main administrative office is open for business.

**B. Process**

1. **Informal Resolution.** When an employee has a complaint, the employee shall first informally discuss the matter with the employee's immediate supervisor within ten (10) days from the date of the incident or decision generating the grievance. If, after a discussion with the immediate supervisor, the grievance has not been satisfactorily resolved, the employee may file a formal grievance pursuant to subsection 2.

**2. Formal Levels**

**Level 1:** If a grievant is not satisfied with the resolution proposed at the informal level, he/she may, within five (5) days of the informal discussion, file a formal written grievance with his/her Department Head containing a statement describing the grievance, the section of this Agreement allegedly violated, and remedy requested. The Department Head (or designee) shall, within five (5) days have a meeting with the grievant and within ten (10) days thereafter give a written decision to the grievant.

**Level 2:** If the grievant is not satisfied with the written decision from the Department Head, the grievant may, within five (5) days from the receipt of such decision, file a written appeal to the General Manager. Within ten (10) days of receipt of the written appeal, the General Manager or his/her designee, shall investigate the grievance which may include meeting with the concerned parties. Within ten (10) days after the completion of the investigation, the General Manager shall give a written decision to the grievant.

**Level 3:** If the grievant is not satisfied with the written decision from the General Manager, the grievant may, within five (5) days from the receipt of such decision appeal to the District Board of Directors by filing a written notice of appeal with the District Secretary. The Board shall review the grievance and shall grant the grievance or deny the grievance. If permitted by state law, the Board may consider the grievance in closed session. The Board's action shall be final and binding. Its action shall be reported to District Management, the Grievant, and the Union.

**C. General Provisions**

1. If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized.
2. If a supervisor or manager fails to respond with a decision within the given time period, the grievant may appeal his/her grievance to the next higher level as if a negative response had been received on the final day for the decision.
3. The grievant may be represented by a person of his/her choice at any formal level of this procedure.
4. Time limits and formal levels may be waived by mutual written consent of the parties.

5. Grievance-related documents may be delivered or provided by email to the employee's District email address, by delivery via regular U.S. mail to the employee's residence address as shown on the District payroll records, or by personal delivery.

## **ARTICLE XVII DISCIPLINARY ACTION**

- A. Basis for Disciplinary Action.** The tenure and status of every unit employee is conditioned on reasonable standards of personal conduct and job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action. Disciplinary action may, in addition to the causes set forth in the Personnel Manual, be based upon any of the following grounds: failure to fully perform required duties, abuse of employer policies or rules, unexcused absences, misuse or abuse of District property or equipment, and commission of other acts which are incompatible with service to the public.
- B. Types of Discipline.** Three types of discipline are recognized for purposes of applying one of the procedures under this article, they are:
  1. **Written Reprimands:** A reprimand, the details of which are committed to writing and placed in the employee's personnel file;
  2. **Short Suspensions:** Suspensions without pay for periods up to and including three (3) working days; and
  3. **Severe Disciplinary Action:** Suspensions without pay of four (4) days or longer, demotion, reduction in compensation, or discharge.
- C. Day.** For the purposes of this Article, "day" shall mean a day in which the District's main administrative office is open for business.
- D. Appeal from a Written Reprimand.** An employee receiving a written reprimand may, within five (5) days, appeal such action to the Department Head (or his or her designee) by timely filing a written notice of appeal with the Department Head (or his or her designee). Within five (5) days thereafter, the Department Head (or his designee) shall respond to the employee in writing by either granting or denying the appeal. Such response shall be final.
- E. Appeal from a Short Suspension.** An employee receiving a suspension without pay of one (1) through three (3) working days, shall be afforded the opportunity to clear him/herself through the first two levels of the formal grievance procedure (Article XVI B.2.) by filing a formal written grievance with his/her Department Head within five (5) days of the alleged incident or receipt of Notice of the Proposed Disciplinary Action, whichever is later.
- F. Severe Disciplinary Action – Notice and Appeal.** An employee receiving a proposed suspension of four (4) working days or longer, demotion to an established classification with a lower maximum salary range, reduction in compensation, or discharge shall be notified of the charges and have the opportunities to appeal as described below:
  1. **Notice.** The employee shall be advised in writing of proposed disciplinary action. The written statement shall contain:
    - a. A description of the events which necessitated the proposed severe disciplinary action;
    - b. A statement of the charges;
    - c. A statement of the proposed disciplinary action;
    - d. Notification that the employee may review or make copies of available materials leading to the severe discipline;
    - e. A statement of the employee's right to representation; and
    - f. The right of the employee to meet with the designated management representative or to submit in writing his/her response to the proposed action at a given time and place.
  2. **Employee's Response.** An employee's opportunity to respond to the designated

management representative is not intended to be an adversarial hearing. However, the employee may present witnesses in support of his/her opposition to the proposed demotion, suspension, reduction in compensation, or discharge. The employee may be accompanied and represented by a person of his choice during this procedure. The limited nature of this response does not prevent management's representative from initiating further investigation if the employee's version of the facts raises doubts as to the accuracy of the supervisor's information leading to the proposed discipline.

3. **Management Representative's Decision.** Following a review of a proposed disciplinary action by the designated management representative, the representative shall provide to the employee affected, a statement signed by him/her indicating, if applicable, the management representative's decision based on the employee's response (if any) and, if the proposed action is to be implemented, the specific charges against the employee and the effective date of the action.
  - a. This statement shall clearly inform the employee that he/she through the Union has the right, within five (5) days after receipt of this notice, to request in writing an appeal hearing before a hearing officer to contest the action of the management representative. The written notice of appeal must be filed by the Union with the District's General Manager. The notice of appeal must set forth the grounds or reasons for the appeal.
  - b. If, within the five (5) day appeal period the Union does not file a written notice of appeal, the action of the management representative shall be considered conclusive.
4. **Appeal from Management Representative's Determination.** If, within the five- day appeal period, the Union files such notice of appeal by giving to the General Manager written notice of appeal, then a time for an appeal hearing before a Hearing Officer shall be established which shall not be less than ten (10) days, nor more than sixty (60) days from the date of the filing of the appeal. The parties may adjust these deadlines by mutual written consent. All interested parties shall be notified in writing of the date, time, and place of the hearing, at least five (5) days prior to the hearing.
  - a. The Hearing Officer shall be selected by requesting a list of nine (9) labor arbitrators from the California Mediation and Conciliation Service and the parties shall follow that organization's selection procedure to select the hearing officer.
  - b. All hearings shall be conducted in private.
  - c. The hearing shall be conducted in a manner most conducive to determination of the truth.
  - d. Each party shall have the right to be represented by counsel or other person of his/her choice; to call and examine witnesses on any matter relevant to the issues; to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though such matter was not covered on direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the employee does not testify in his/her own behalf, he/she may be called and examined as if under cross- examination. Every witness shall declare by oath or affirmation that he/she will testify truthfully.
  - e. The Hearing Officer shall determine whether to sustain, reject, or modify the action demoting, suspending, reducing compensation of, or discharging the employee.
  - f. The Hearing Officer costs shall be divided equally between the District and the Union.
  - g. The jurisdiction and authority of the Hearing Officer and his/her opinion and award shall be confined exclusively to deciding properly filed, timely appeals from



Severe Disciplinary Action as defined above. He/she shall have no authority to hear or decide issues of procedural or substantive arbitrability; to add to or detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure. The Hearing Officer shall not hear or decide more than one (1) appeal at the same time without the mutual consent of the District and Union.

- h. The written award of the Hearing Officer on the merits of any appeal adjudicated within his/her jurisdiction and authority shall be final and binding on the employee, the Union, and the District.

**G. Exclusive Procedure.** This procedure shall be the exclusive procedure available to employees for disciplinary appeals. Discipline-related documents may be delivered or provided by email to the employee's District email address, by delivery via regular U.S. mail to the employee's residence address as shown on the District payroll records, or by personal delivery.

#### **ARTICLE XVIII NO STRIKES OR LOCKOUTS**

**A. No Strikes.**

During the term of this Agreement, neither the Union nor its agents, nor any employee, individually or collectively, shall call, sanction, support, or participate in any strike, work stoppage, picketing, sit-down, sickout, slowdown, or any refusal to enter the Employer's premises, or any other interference with any of the Employer's services of operations, or with the movement or transportation of persons or goods to or from the Employer's premises.

The prohibitions of this Section A shall apply whether or not (i) the dispute giving rise to the prohibited conduct is subject to any dispute resolution procedure provided under this Agreement; (ii) such conduct is in support of or in sympathy with a work stoppage or picketing conducted by the Union, any other labor organization, or any other group of employees; or (iii) such conduct is for any other reason, including but not limited to protest of an alleged violation of any state or federal law, political protest, civil rights protest, consumer protest, or environmental protest.

If any conduct prohibited by this Section occurs, the Union shall immediately make every reasonable effort to terminate such conduct. If the Union makes such effort to terminate, and does not in any way encourage any of the activities prohibited by this Section which were not instigated by the Union or its staff, the Union will not be liable for damages to the Employer caused by such activities.

The District will not lock out employees during the term of this Agreement with the intention of initiating a labor dispute.

**B. Discipline.**

Any employee who participates in any activity prohibited by Section A of this Article shall be subject to discharge or such less discipline as the Employer in its sole discretion shall determine without recourse to the grievance procedure; provided, however, that the employee shall have recourse to the grievance procedure as the sole question of whether or not the employee participated in any of such prohibited activities. If such participation occurred, the discharge or discipline imposed by the Employer cannot be altered by the person hearing the grievance.

**C. Remedies for Breach.**

The Employer and the Union shall be entitled to see all appropriate remedies, including but not limited to injunctive relief and damages, if Section A of this Article is violated, without prior resort to any dispute resolution procedure provided under this Agreement, and whether or not the dispute giving rise to the conduct which violates such Section is subject to such procedures.

**ARTICLE XIX FULL UNDERSTANDING, MODIFICATION, AND WAIVER**

**A. Full Understanding**

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and all other topics subject to bargaining, and therefore any other prior or existing understanding or Agreement by the parties, whether formal or informal, written or unwritten, regarding such matters is hereby superseded or terminated in their entirety.

**B. No Interim Bargaining.**

It is agreed and understood that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, except as provided by law, the right and opportunity to make demands and proposals or counter-proposals with respect to any matter subject to bargaining and that the understandings and agreements arrived at after the exercise of that right are set forth in this Agreement.

The parties agree, therefore, that except for changes from time to time in the District's Personnel Rules having to do with wages, benefits, and terms and conditions of employment which are within the scope of bargaining or as noted below in Article XX, Term, the other shall not be required to negotiate with respect to any subject or matter, whether referred to or not in this Agreement.

**C. Modification.**

Any agreement, alteration, understanding, waiver or modification of any of the terms or provisions contained in this Agreement shall not be binding on the parties unless made or signed in writing by all of the parties to this Agreement, and if required, approved, and implemented by the District's Board of Directors.

**D. Waiver.**

The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions. Regarding matters not covered by this Agreement, the Union agrees that it has specifically waived any further right to bargain during the term of this Agreement on any subject discussed in bargaining or listed in the District Rights Clause.

**E. Status of Memorandum of Understanding.**

This Memorandum of Understanding shall supersede any documents unilaterally adopted by the District where conflict exists regarding a subject covered herein.

**F. Prevailing Rights.** Except as otherwise provided in this MOU, the District Personnel Manual and District employment-related policies shall remain in full force and effect, and shall be complied with during the term of this MOU. If there is an irreconcilable conflict between a provision of this MOU and any of the foregoing documents, the MOU shall prevail. If there is an irreconcilable conflict between a provision of this MOU and any applicable federal or state law, the law shall prevail.

**ARTICLE XX SAVINGS PROVISION**

If any provision(s) of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision(s) will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

**ARTICLE XXI TERM OF AGREEMENT**

**A. Term.** The District and the Union agree that the term of this Agreement shall commence on January 1, 2021 and expire in its entirety at midnight on December 31, 2023.

**B. Reopener.** Either party may reopen this Agreement during the month of September 2023 by sending to the other a written notice exercising this option to negotiate a successor agreement.

- C. Effective Date of Changes.** Unless otherwise noted herein, any changes caused by the approval of this Agreement shall be prospective and implemented as of the first of the payroll period immediately succeeding the later of January 1, 2021 or its formal adoption by the Board of Directors.

In acknowledgement of Agreement to this Memorandum of Understanding by the representatives of the parties, they have affixed their signatures below.

**FOR THE DISTRICT:**

\_\_\_\_\_  
Tom Hennig,  
Chief Negotiator/General Manager

\_\_\_\_\_  
Date

**FOR THE UNION:**

\_\_\_\_\_  
Darren Semore, Business Representative

\_\_\_\_\_  
Karen Hessler, Team Member

\_\_\_\_\_  
James Colas, Team Member

\_\_\_\_\_  
Dan Redding, Business Manager

\_\_\_\_\_  
Steve Ingersoll, President

\_\_\_\_\_  
James K. Sullivan, Recording-Corresponding Secretary

\_\_\_\_\_  
Justin Diston, Vice President

\_\_\_\_\_  
Tim Neep, Director, Public Employee Division

\_\_\_\_\_  
Date

**Approved by the Rancho Murieta Community Services District Board of Directors**

\_\_\_\_\_  
Timothy E. Maybee, Board President

\_\_\_\_\_  
Date

## Attachment A

**2021 - 6-Step Wage Schedule**  
Effective January 1, 2021 - December 31, 2021

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Accounting Assistant II</b>	Monthly	\$ 4,254.21	\$ 4,466.93	\$ 4,679.64	\$ 4,892.34	\$ 5,105.05	\$ 5,317.76
	Hourly	\$ 24.544	\$ 25.771	\$ 26.998	\$ 28.225	\$ 29.452	\$ 30.679
	Annual	\$ 51,050.52	\$ 53,603.16	\$ 56,155.68	\$ 58,708.08	\$ 61,260.60	\$ 63,813.12
<b>Accounting Assistant I</b>	Monthly	\$ 3,828.80	\$ 4,020.25	\$ 4,211.68	\$ 4,403.12	\$ 4,594.56	\$ 4,786.01
	Hourly	\$ 22.089	\$ 23.194	\$ 24.298	\$ 25.403	\$ 26.507	\$ 27.612
	Annual	\$ 45,945.60	\$ 48,243.00	\$ 50,540.16	\$ 52,837.44	\$ 55,134.72	\$ 57,432.12
<b>Office Assistant II</b>	Monthly	\$ 3,218.21	\$ 3,379.12	\$ 3,540.02	\$ 3,700.94	\$ 3,861.85	\$ 4,022.77
	Hourly	\$ 18.567	\$ 19.495	\$ 20.423	\$ 21.352	\$ 22.280	\$ 23.208
	Annual	\$ 38,618.52	\$ 40,549.44	\$ 42,480.24	\$ 44,411.28	\$ 46,342.20	\$ 48,273.24
<b>Office Assistant I</b>	Monthly	\$ 2,925.64	\$ 3,071.93	\$ 3,218.21	\$ 3,364.50	\$ 3,510.77	\$ 3,657.06
	Hourly	\$ 16.879	\$ 17.723	\$ 18.567	\$ 19.411	\$ 20.254	\$ 21.098
	Annual	\$ 35,107.68	\$ 36,863.16	\$ 38,618.52	\$ 40,374.00	\$ 42,129.24	\$ 43,884.72
<b>Equipment Mechanic</b>	Monthly	\$ 5,136.40	\$ 5,393.22	\$ 5,650.03	\$ 5,906.87	\$ 6,163.68	\$ 6,420.51
	Hourly	\$ 29.633	\$ 31.115	\$ 32.596	\$ 34.078	\$ 35.560	\$ 37.041
	Annual	\$ 61,636.80	\$ 64,718.64	\$ 67,800.36	\$ 70,882.44	\$ 73,964.16	\$ 77,046.12
<b>Plant Operator III</b>	Monthly	\$ 5,573.97	\$ 5,852.66	\$ 6,131.37	\$ 6,410.07	\$ 6,688.75	\$ 6,967.46
	Hourly	\$ 32.158	\$ 33.765	\$ 35.373	\$ 36.981	\$ 38.589	\$ 40.197
	Annual	\$ 66,887.64	\$ 70,231.92	\$ 73,576.44	\$ 76,920.84	\$ 80,265.00	\$ 83,609.52
<b>Plant Operator II</b>	Monthly	\$ 5,085.14	\$ 5,339.40	\$ 5,593.66	\$ 5,847.92	\$ 6,102.18	\$ 6,356.43
	Hourly	\$ 29.337	\$ 30.804	\$ 32.271	\$ 33.738	\$ 35.205	\$ 36.672
	Annual	\$ 61,021.68	\$ 64,072.80	\$ 67,123.92	\$ 70,175.04	\$ 73,226.16	\$ 76,277.16
<b>Plant Operator I</b>	Monthly	\$ 4,366.25	\$ 4,584.55	\$ 4,802.88	\$ 5,021.18	\$ 5,239.50	\$ 5,457.80
	Hourly	\$ 25.190	\$ 26.449	\$ 27.709	\$ 28.968	\$ 30.228	\$ 31.487
	Annual	\$ 52,395.00	\$ 55,014.60	\$ 57,634.56	\$ 60,254.16	\$ 62,874.00	\$ 65,493.60
<b>Operator in Training</b>	Monthly	\$ 3,804.08	\$ 3,994.28	\$ 4,184.49	\$ 4,374.68	\$ 4,564.88	\$ 4,755.09
	Hourly	\$ 21.947	\$ 23.044	\$ 24.141	\$ 25.239	\$ 26.336	\$ 27.433
	Annual	\$ 45,648.96	\$ 47,931.36	\$ 50,213.88	\$ 52,496.16	\$ 54,778.56	\$ 57,061.08
<b>Utility Worker III</b>	Monthly	\$ 4,595.63	\$ 4,825.41	\$ 5,055.18	\$ 5,284.97	\$ 5,514.75	\$ 5,744.53
	Hourly	\$ 26.513	\$ 27.839	\$ 29.165	\$ 30.490	\$ 31.816	\$ 33.142
	Annual	\$ 55,147.56	\$ 57,904.92	\$ 60,662.16	\$ 63,419.64	\$ 66,177.00	\$ 68,934.36
<b>Utility Worker II</b>	Monthly	\$ 4,177.83	\$ 4,386.72	\$ 4,595.63	\$ 4,804.51	\$ 5,013.41	\$ 5,222.29
	Hourly	\$ 24.103	\$ 25.308	\$ 26.513	\$ 27.718	\$ 28.924	\$ 30.129
	Annual	\$ 50,133.96	\$ 52,640.64	\$ 55,147.56	\$ 57,654.12	\$ 60,160.92	\$ 62,667.48
<b>Utility Worker I</b>	Monthly	\$ 3,619.84	\$ 3,800.83	\$ 3,981.82	\$ 4,162.81	\$ 4,343.80	\$ 4,524.80
	Hourly	\$ 20.884	\$ 21.928	\$ 22.972	\$ 24.016	\$ 25.060	\$ 26.105
	Annual	\$ 43,438.08	\$ 45,609.96	\$ 47,781.84	\$ 49,953.72	\$ 52,125.60	\$ 54,297.60

**2021 - 5-Step Wage Schedule**  
Effective January 1, 2021 - December 31, 2021

		Step 1	Step 2	Step 3	Step 4	Step 5
<b>Patrol</b>	Monthly	\$ 3,165.14	\$ 3,362.96	\$ 3,560.78	\$ 3,758.59	\$ 3,956.42
	Hourly	\$ 18.260	\$ 19.402	\$ 20.543	\$ 21.684	\$ 22.826
	Annual	\$ 37,981.68	\$ 40,355.52	\$ 42,729.36	\$ 45,103.08	\$ 47,477.04
<b>Gate Officer</b>	Monthly	\$ 2,510.20	\$ 2,667.08	\$ 2,823.96	\$ 2,980.85	\$ 3,137.75
	Hourly	\$ 14.482	\$ 15.387	\$ 16.292	\$ 17.197	\$ 18.102
	Annual	\$ 30,122.40	\$ 32,004.96	\$ 33,887.52	\$ 35,770.20	\$ 37,653.00

**2022 - 6-Step Wage Schedule**  
**Effective January 1, 2022 - December 31, 2022**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
<b>Accounting Assistant II</b>	Monthly	\$ 4,403.11	\$ 4,623.27	\$ 4,843.43	\$ 5,063.57	\$ 5,283.73	\$ 5,503.88
	Hourly	\$ 25.403	\$ 26.673	\$ 27.943	\$ 29.213	\$ 30.483	\$ 31.753
	Annual	\$ 52,837.32	\$ 55,479.24	\$ 58,121.16	\$ 60,762.84	\$ 63,404.76	\$ 66,046.56
<b>Accounting Assistant I</b>	Monthly	\$ 3,962.81	\$ 4,160.96	\$ 4,359.09	\$ 4,557.23	\$ 4,755.37	\$ 4,953.52
	Hourly	\$ 22.862	\$ 24.006	\$ 25.149	\$ 26.292	\$ 27.435	\$ 28.578
	Annual	\$ 47,553.72	\$ 49,931.52	\$ 52,309.08	\$ 54,686.76	\$ 57,064.44	\$ 59,442.24
<b>Office Assistant II</b>	Monthly	\$ 3,330.85	\$ 3,497.39	\$ 3,663.92	\$ 3,830.47	\$ 3,997.01	\$ 4,163.57
	Hourly	\$ 19.216	\$ 20.177	\$ 21.138	\$ 22.099	\$ 23.060	\$ 24.021
	Annual	\$ 39,970.20	\$ 41,968.68	\$ 43,967.04	\$ 45,965.64	\$ 47,964.12	\$ 49,962.84
<b>Office Assistant I</b>	Monthly	\$ 3,028.04	\$ 3,179.45	\$ 3,330.85	\$ 3,482.26	\$ 3,633.65	\$ 3,785.06
	Hourly	\$ 17.469	\$ 18.343	\$ 19.216	\$ 20.090	\$ 20.963	\$ 21.837
	Annual	\$ 36,336.48	\$ 38,153.40	\$ 39,970.20	\$ 41,787.12	\$ 43,603.80	\$ 45,420.72
<b>Equipment Mechanic</b>	Monthly	\$ 5,316.17	\$ 5,581.98	\$ 5,847.78	\$ 6,113.61	\$ 6,379.41	\$ 6,645.23
	Hourly	\$ 30.670	\$ 32.204	\$ 33.737	\$ 35.271	\$ 36.804	\$ 38.338
	Annual	\$ 63,794.04	\$ 66,983.76	\$ 70,173.36	\$ 73,363.32	\$ 76,552.92	\$ 79,742.76
<b>Plant Operator III</b>	Monthly	\$ 5,769.06	\$ 6,057.50	\$ 6,345.97	\$ 6,634.42	\$ 6,922.86	\$ 7,211.32
	Hourly	\$ 33.283	\$ 34.947	\$ 36.611	\$ 38.276	\$ 39.940	\$ 41.604
	Annual	\$ 69,228.72	\$ 72,690.00	\$ 76,151.64	\$ 79,613.04	\$ 83,074.32	\$ 86,535.84
<b>Plant Operator II</b>	Monthly	\$ 5,263.12	\$ 5,526.28	\$ 5,789.44	\$ 6,052.60	\$ 6,315.76	\$ 6,578.91
	Hourly	\$ 30.364	\$ 31.882	\$ 33.401	\$ 34.919	\$ 36.437	\$ 37.955
	Annual	\$ 63,157.44	\$ 66,315.36	\$ 69,473.28	\$ 72,631.20	\$ 75,789.12	\$ 78,946.92
<b>Plant Operator I</b>	Monthly	\$ 4,519.07	\$ 4,745.01	\$ 4,970.98	\$ 5,196.92	\$ 5,422.88	\$ 5,648.82
	Hourly	\$ 26.072	\$ 27.375	\$ 28.679	\$ 29.982	\$ 31.286	\$ 32.589
	Annual	\$ 54,228.84	\$ 56,940.12	\$ 59,651.76	\$ 62,363.04	\$ 65,074.56	\$ 67,785.84
<b>Operator in Training</b>	Monthly	\$ 3,937.22	\$ 4,134.08	\$ 4,330.95	\$ 4,527.79	\$ 4,724.65	\$ 4,921.52
	Hourly	\$ 22.715	\$ 23.850	\$ 24.986	\$ 26.122	\$ 27.258	\$ 28.393
	Annual	\$ 47,246.64	\$ 49,608.96	\$ 51,971.40	\$ 54,333.48	\$ 56,695.80	\$ 59,058.24
<b>Utility Worker III</b>	Monthly	\$ 4,756.48	\$ 4,994.30	\$ 5,232.11	\$ 5,469.94	\$ 5,707.77	\$ 5,945.59
	Hourly	\$ 27.441	\$ 28.813	\$ 30.185	\$ 31.557	\$ 32.929	\$ 34.301
	Annual	\$ 57,077.76	\$ 59,931.60	\$ 62,785.32	\$ 65,639.28	\$ 68,493.24	\$ 71,347.08
<b>Utility Worker II</b>	Monthly	\$ 4,324.05	\$ 4,540.26	\$ 4,756.48	\$ 4,972.67	\$ 5,188.88	\$ 5,405.07
	Hourly	\$ 24.946	\$ 26.194	\$ 27.441	\$ 28.688	\$ 29.936	\$ 31.183
	Annual	\$ 51,888.60	\$ 54,483.12	\$ 57,077.76	\$ 59,672.04	\$ 62,266.56	\$ 64,860.84
<b>Utility Worker I</b>	Monthly	\$ 3,746.53	\$ 3,933.86	\$ 4,121.18	\$ 4,308.51	\$ 4,495.83	\$ 4,683.17
	Hourly	\$ 21.615	\$ 22.695	\$ 23.776	\$ 24.857	\$ 25.937	\$ 27.018
	Annual	\$ 44,958.36	\$ 47,206.32	\$ 49,454.16	\$ 51,702.12	\$ 53,949.96	\$ 56,198.04

**2022 - 5-Step Wage Schedule**  
**Effective January 1, 2022 - December 31, 2022**

	Step 1	Step 2	Step 3	Step 4	Step 5	
<b>Patrol</b>	Monthly	\$ 3,275.92	\$ 3,480.66	\$ 3,685.41	\$ 3,890.14	\$ 4,094.89
	Hourly	\$ 18.900	\$ 20.081	\$ 21.262	\$ 22.443	\$ 23.624
	Annual	\$ 39,311.04	\$ 41,767.92	\$ 44,224.92	\$ 46,681.68	\$ 49,138.68
<b>Gate Officer</b>	Monthly	\$ 2,598.06	\$ 2,760.43	\$ 2,922.80	\$ 3,085.18	\$ 3,247.57
	Hourly	\$ 14.989	\$ 15.926	\$ 16.862	\$ 17.799	\$ 18.736
	Annual	\$ 31,176.72	\$ 33,125.16	\$ 35,073.60	\$ 37,022.16	\$ 38,970.84

**2023 - 6-Step Wage Schedule**  
**Effective January 1, 2023- December 31, 2023**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
<b>Accounting Assistant II</b>	Monthly	\$ 4,557.22	\$ 4,785.08	\$ 5,012.95	\$ 5,240.79	\$ 5,468.66	\$ 5,696.52
	Hourly	\$ 26.292	\$ 27.606	\$ 28.921	\$ 30.235	\$ 31.550	\$ 32.865
	Annual	\$ 54,686.64	\$ 57,420.96	\$ 60,155.40	\$ 62,889.48	\$ 65,623.92	\$ 68,358.24
<b>Accounting Assistant I</b>	Monthly	\$ 4,101.51	\$ 4,306.59	\$ 4,511.66	\$ 4,716.73	\$ 4,921.81	\$ 5,126.89
	Hourly	\$ 23.663	\$ 24.846	\$ 26.029	\$ 27.212	\$ 28.395	\$ 29.578
	Annual	\$ 49,218.12	\$ 51,679.08	\$ 54,139.92	\$ 56,600.76	\$ 59,061.72	\$ 61,522.68
<b>Office Assistant II</b>	Monthly	\$ 3,447.43	\$ 3,619.80	\$ 3,792.16	\$ 3,964.54	\$ 4,136.91	\$ 4,309.29
	Hourly	\$ 19.889	\$ 20.883	\$ 21.878	\$ 22.872	\$ 23.867	\$ 24.861
	Annual	\$ 41,369.16	\$ 43,437.60	\$ 45,505.92	\$ 47,574.48	\$ 49,642.92	\$ 51,711.48
<b>Office Assistant I</b>	Monthly	\$ 3,134.02	\$ 3,290.73	\$ 3,447.43	\$ 3,604.14	\$ 3,760.83	\$ 3,917.54
	Hourly	\$ 18.081	\$ 18.985	\$ 19.889	\$ 20.793	\$ 21.697	\$ 22.601
	Annual	\$ 37,608.24	\$ 39,488.76	\$ 41,369.16	\$ 43,249.68	\$ 45,129.96	\$ 47,010.48
<b>Equipment Mechanic</b>	Monthly	\$ 5,502.24	\$ 5,777.35	\$ 6,052.45	\$ 6,327.59	\$ 6,602.69	\$ 6,877.81
	Hourly	\$ 31.744	\$ 33.331	\$ 34.918	\$ 36.505	\$ 38.092	\$ 39.680
	Annual	\$ 66,026.88	\$ 69,328.20	\$ 72,629.40	\$ 75,931.08	\$ 79,232.28	\$ 82,533.72
<b>Plant Operator III</b>	Monthly	\$ 5,970.98	\$ 6,269.51	\$ 6,568.08	\$ 6,866.62	\$ 7,165.16	\$ 7,463.72
	Hourly	\$ 34.448	\$ 36.170	\$ 37.893	\$ 39.615	\$ 41.337	\$ 43.060
	Annual	\$ 71,651.76	\$ 75,234.12	\$ 78,816.96	\$ 82,399.44	\$ 85,981.92	\$ 89,564.64
<b>Plant Operator II</b>	Monthly	\$ 5,447.33	\$ 5,719.70	\$ 5,992.07	\$ 6,264.44	\$ 6,536.81	\$ 6,809.17
	Hourly	\$ 31.427	\$ 32.998	\$ 34.570	\$ 36.141	\$ 37.712	\$ 39.284
	Annual	\$ 65,367.96	\$ 68,636.40	\$ 71,904.84	\$ 75,173.28	\$ 78,441.72	\$ 81,710.04
<b>Plant Operator I</b>	Monthly	\$ 4,677.24	\$ 4,911.09	\$ 5,144.96	\$ 5,378.81	\$ 5,612.68	\$ 5,846.53
	Hourly	\$ 26.984	\$ 28.333	\$ 29.682	\$ 31.032	\$ 32.381	\$ 33.730
	Annual	\$ 56,126.88	\$ 58,933.08	\$ 61,739.52	\$ 64,545.72	\$ 67,352.16	\$ 70,158.36
<b>Operator in Training</b>	Monthly	\$ 4,075.02	\$ 4,278.77	\$ 4,482.53	\$ 4,686.26	\$ 4,890.01	\$ 5,093.77
	Hourly	\$ 23.510	\$ 24.685	\$ 25.861	\$ 27.036	\$ 28.212	\$ 29.387
	Annual	\$ 48,900.24	\$ 51,345.24	\$ 53,790.36	\$ 56,235.12	\$ 58,680.12	\$ 61,125.24
<b>Utility Worker III</b>	Monthly	\$ 4,922.96	\$ 5,169.10	\$ 5,415.23	\$ 5,661.39	\$ 5,907.54	\$ 6,153.69
	Hourly	\$ 28.402	\$ 29.822	\$ 31.242	\$ 32.662	\$ 34.082	\$ 35.502
	Annual	\$ 59,075.52	\$ 62,029.20	\$ 64,982.76	\$ 67,936.68	\$ 70,890.48	\$ 73,844.28
<b>Utility Worker II</b>	Monthly	\$ 4,475.39	\$ 4,699.17	\$ 4,922.96	\$ 5,146.71	\$ 5,370.49	\$ 5,594.25
	Hourly	\$ 25.820	\$ 27.111	\$ 28.402	\$ 29.693	\$ 30.984	\$ 32.275
	Annual	\$ 53,704.68	\$ 56,390.04	\$ 59,075.52	\$ 61,760.52	\$ 64,445.88	\$ 67,131.00
<b>Utility Worker I</b>	Monthly	\$ 3,877.66	\$ 4,071.55	\$ 4,265.42	\$ 4,459.31	\$ 4,653.18	\$ 4,847.08
	Hourly	\$ 22.371	\$ 23.490	\$ 24.608	\$ 25.727	\$ 26.845	\$ 27.964
	Annual	\$ 46,531.92	\$ 48,858.60	\$ 51,185.04	\$ 53,511.72	\$ 55,838.16	\$ 58,164.96

**2023 - 5-Step Wage Schedule**  
**Effective January 1, 2023- December 31, 2023**

	Step 1	Step 2	Step 3	Step 4	Step 5	
<b>Patrol</b>	Monthly	\$ 3,390.58	\$ 3,602.48	\$ 3,814.40	\$ 4,026.29	\$ 4,238.21
	Hourly	\$ 19.561	\$ 20.784	\$ 22.006	\$ 23.229	\$ 24.451
	Annual	\$ 40,686.96	\$ 43,229.76	\$ 45,772.80	\$ 48,315.48	\$ 50,858.52
<b>Gate Officer</b>	Monthly	\$ 2,688.99	\$ 2,857.05	\$ 3,025.10	\$ 3,193.16	\$ 3,361.23
	Hourly	\$ 15.513	\$ 16.483	\$ 17.453	\$ 18.422	\$ 19.392
	Annual	\$ 32,267.88	\$ 34,284.60	\$ 36,301.20	\$ 38,317.92	\$ 40,334.76



## MEMORANDUM

Date: January 12, 2021  
To: Board of Directors  
From: Tina Talamantes, Interim Security Chief  
Subject: Consider Adoption of District Policy P2021-01, Custodian of Records Policy

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### RECOMMENDED ACTION

Adopt District Policy P2021-01, Custodian of Records.

### BACKGROUND

All applicants being considered for employment with the District are required to submit to background check before being hired. This background check includes a California Department of Justice (Cal DOJ) Fingerprint check and a California Department of Motor Vehicles driver's license review. Due to confidentiality requirements, the District is required to gain approval from Cal DOJ for one or more of our employee's to be certified to receive and review the reports. This policy establishes the duties of the agency Custodian of Records and meets the requirements of the Cal DOJ, Criminal Offender Record Information (CORI) Division.

The Custodian of Records is responsible for the security, storage, dissemination and destruction of the criminal records furnished to the agency and will serve as the primary contact for the DOJ.

The overall responsibility for the administration of this policy will rest with the General Manager or their designee.

### SUMMARY

The Security Committee approved this policy January 7, 2021 to be considered for final approval at the regular Board meeting scheduled for January 20, 2021.

# RANCHO MURIETA COMMUNITY SERVICES DISTRICT

<b>Category:</b>	<b>Security</b>	<b>Policy # P2021-01</b>
<b>Title:</b>	Custodian of Records	

## PURPOSE

The purpose of this policy is to establish the duties of the agency Custodian of Records and meet the requirements of the State of California, California Department of Justice (DOJ), Division of California Justice Information Services, for any agency that receives Criminal Offender Record Information (CORI).

The Custodian of Records is responsible for the security, storage, dissemination and destruction of the criminal records furnished to the agency and will serve as the primary contact for the DOJ.

The overall responsibility for the administration of this policy rests with the General Manager.

## BACKGROUND

Penal Code sections 11105 and 13300 identify who may have access to criminal history information and under what circumstances it may be released.

The DOJ maintains the California Law Enforcement Telecommunications System (CLETS) that provides law enforcement agencies with information directly from federal, state, and local computerized information files. However, restrictions have been placed on the user to ensure that the rights of all citizens of California are properly protected.

Article 1, section 1 of the California Constitution grants California citizens an absolute right to privacy. Individuals or agencies violating these privacy rights place themselves at both criminal and civil liability. Laws governing Californians' right-to-privacy were created to curb, among other things, the excessive collection and retention of personal information by government agencies, the improper use of information properly obtained for a proper purpose, and lack of a reasonable check on the accuracy of existing records. {White v. Davis (1975) 13 Cal. 3d 757,775.}

### Employment Background Checks:

It is only through the submission of fingerprints to the DOJ that the true identity of an individual can be established. In a 1977 lawsuit (Central Valley v. Younger), the court ruled that only arrest entries resulting in conviction, and arrest entries that indicate active prosecution, may be provided for evaluation for employment, licensing, or certification purposes.

## **POLICY STATEMENT**

The Custodian of Records is responsible for the security, storage, dissemination and destruction of the criminal records furnished to the agency and will serve as the primary contact for the DOJ.

The overall responsibility for the administration of this policy rests with the General Manager.

The Rancho Murieta Community Services District (RMCS D) will notify the DOJ regarding any change of agency name, address, telephone number, fax number, Custodian of Records, and contact person. The RMCS D will send an updated Live Scan Subscriber Agreement form to the DOJ signed by our agency official, when applicable.

## **CUSTODIAN OF RECORDS (COR)**

The General Manager or their designee, is designated as the Custodian of Records for the RMCS D.

## **CUSTODIAN OF RECORDS DUTIES**

1. The information provided by the Department of Justice (DOJ) to this agency is confidential and shall not be disseminated to any other person or agency not authorized by law. A violation of this section is a misdemeanor (Penal Code section 11142). However, the requesting agency may provide a copy of the DOJ applicant response to the subject of the record.
2. The COR shall ensure that all personnel/individuals with access to CORI will have a signed "Employee Statement Form" on file acknowledging an understanding of laws prohibiting its misuse. (See Employee Statement Form)
3. Training: The COR shall ensure that all personnel/individuals with access to CORI will be trained in the secure handling, storage, dissemination, and destruction of CORI. Staff with access to criminal offender record information shall receive training and counseling on the handling of criminal offender record information and have signed employment statement forms acknowledging and understanding of the criminal penalties for the misuse of criminal offender record information (Penal Code sections 502, 11142, and 11143).
4. Record Storage: The information provided by the DOJ will be maintained in a secured area/locked cabinet separate from the employees personnel file and be used only for the purpose for which it was acquired.
5. Record Security: Any questions regarding the release, security and privacy of CORI are to be resolved by the RMCS D General Manager or their designee.
6. Record Destruction: The State summary of CORI obtained for employment, licensing or certification purposed shall be destroyed once a decision is made to employ, license or certify the subject of the record, other than the requirement for the specific request by the applicant for the DOJ response.
7. Record Dissemination: CORI shall be used only for the purpose for which it was requested.
8. Secure Areas to Receive Information: Reasonable measures shall be taken to locate terminals and fax machines in a secure area to provide protection from unauthorized

access to criminal offender record information by other than authorized personnel. Access is defined as the ability to view criminal offender record information on a terminal or on paper.

9. Record Reproduction: CORI shall not be reproduced for secondary dissemination to any other employment or licensing agency. However, the requesting agency may provide a copy of the DOJ applicant response to the subject of the record. In this case, the record must be kept in a sealed envelope with the applicant's name, and shall not be opened by any person, as this record is only for the applicant upon request of his/her record.

### **UNAUTHORIZED ACCESS AND MISUSE**

The unauthorized access and misuse of CORI may affect an individual's civil rights. Additionally, any person intentionally disclosing information obtained from personal or confidential records maintained by a state agency or from records within a system of records maintained by a governmental agency has violated various California statutes. There are several code sections that provide penalties for misuse or unauthorized use of CORI.

### **AUTHORIZED ACCESS**

CORI shall be accessible only to the COR and/or hiring authority charged with determining the suitability for employment or licensing of an applicant. The information received shall be used by the requesting agency solely for the purpose for which it was requested and shall not be reproduced for secondary dissemination to any other employment or licensing agency.

The retention and sharing of information between employing and licensing agencies are strictly prohibited. Retention and sharing of information infringe upon the right of privacy as defined in the California Constitution, and fails to meet the compelling state interest defined in Loder v. Municipal Court (1976)17 Cal. 3d859.

CLETS Policies, Practices, and Procedures state that any information transmitted or received via CLETS is confidential and for official use only by authorized personnel (section 1.6.4). The California Code of Regulations, Article 1, section 703, addresses the "right and need" to know CLETS-provided information.

### **EMPLOYEE STATEMENT FORM**

All personnel/individuals with access to CORI will have a signed "Employee Statement Form" on file acknowledging an understanding of laws prohibiting its misuse and acknowledging the criminal penalties for the misuse of criminal offender record information (Penal Code sections 502, 11142, and 11143). **See Employee Statement Form.**

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

**Date:** January 15, 2021  
**To:** Board of Directors  
**From:** Tom Hennig, General Manager  
**Subject:** Letter of Support for Scott Road Realignment Project

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### REQUESTED ACTION

Discuss the proposal for RMCS D to provide a letter of support and provide direction to staff.

### BACKGROUND

There are plans to add a new addition to the Capital Southeast Connector and begin construction of the four-lane highway between the new Bidwell Road and Prairie City Road. The current proposed “temporary” fix is dangerous to the over 3,000 daily users and many thousands more regular users. As well as to the medical and emergency, commercial and construction personnel who use Scott Road to access Rancho Murieta, Wilton, Rancho Cordova, Elk Grove, South Sacramento and Amador County. Members of the Community are petitioning for the approval of, and funding for, a Scott Road intersection as part of the permanent long-term solution.

We would like to send a letter with the District’s support of this project.

Attached is a sample letter and with the approval of the Board, I will send as soon as possible.



## Rancho Murieta Community Services District

15160 Jackson Road • P.O. Box 1050 Rancho Murieta, CA 95683 • 916-354-3700 • Fax 916-354-2082

Visit our website [www.rmcsd.com](http://www.rmcsd.com)

January 21, 2021

James Corless

Executive Director

Sacramento Area Council of Governments

1415 L Street Suite 300

Sacramento CA 95814

Via email with attachment

Dear Mr. Corless:

The Rancho Murieta Community Services District (RMCS D) provides water, sewer, drainage and security services to a residential and commercial community of nearly 6,000 residents. The RMCS D strongly encourages the funding of the Scott Road Realignment Project in the SACOG 2021 Transportation Funding Round. Construction of the Scott Road Realignment Project and new signaled intersection is critical to our community.

Approval of this project will avoid a temporary "right turn only" condition that is both a safety concern and a large inconvenience to our District and our employees.

Rancho Murieta is a suburban enclave surrounded by an expansive rural and agricultural area. RMCS D employees travel significant distances to work and many of our employees commute daily via Scott Road. Approval and funding of this realignment would be both a safety improvement and convenience to them. In addition, RMCS D finds recruitment of new, highly skilled employees a challenge due to the travel time and distance of the daily commute. The Connector and the Scott Road realignment will be a welcome improvement to this disadvantage. A temporary intersection, created by a lack of transportation funding, is simply another way to make both the commute to work and our recruitment process, even more challenging.

Eastern Sacramento County is facing tremendous transportation challenges. Urbanization of the Jackson Highway (to our West) will inevitably attract increased local and commute traffic toward Folsom and the north county. Scott Road will absorb much of that traffic; Scott is a rural road with significant safety concerns. The congestion and safety concerns we already experience are magnified by an inadequate access to the high speed, four lane highway. The ONLY acceptable solution is to fund and construct the permanent intersection and join Scott Road to the signaled intersection at Prairie City Road.

*Serving the Community for over 30 years*

Board of Directors: Tim Maybee, President • Randy Jenco, Vice-President • John Merchant • Linda Butler • Martin Pohl  
General Manager • Tom Hennig



## Rancho Murieta Community Services District

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15160 Jackson Road • P.O. Box 1050 Rancho Murieta, CA 95683 • 916-354-3700 • Fax 916-354-2082

Visit our website [www.rmsd.com](http://www.rmsd.com)

Thank you for the opportunity to join the other governing agencies, HOA's and commercial entities in our community in their endorsement of the Scott Road Realignment.

Sincerely,

Tom Hennig  
General Manager

*Serving the Community for over 30 years*

Board of Directors: Tim Maybee, President • Randy Jenco, Vice-President • John Merchant • Linda Butler • Martin Pohl  
General Manager • Tom Hennig

## MEMORANDUM

Date: January 20, 2021

To: Board of Directors

From: Tom Hennig, General Manager

Subject: Rancho Murieta Country Club Loan Agreement for Reclaimed Water Pump Repair

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### **RECOMMENDATION:**

Approve the Rancho Murieta Community Services District/Rancho Murieta Country Club Loan Agreement for Reclaimed Water Pump Repair in the form as presented at this meeting.

### **BACKGROUND:**

The District disposes of treated reclaimed water at the Rancho Murieta Country Club (RMCC) golf courses pursuant to the 1988 Agreement for Availability and Use of Reclaimed Wastewater. The District delivers some of the reclaimed water to Bass Lake where RMCC pumps it from the RMCC North Pump Station for irrigation use. The pump station is failing and in need of repair and upgrade. The pump station needs to be repaired promptly in order to be ready for the upcoming reclaimed water delivery that will begin in April. The North Pump Station is a critical component of the reclaimed water system.

The 1988 agreement authorizes the District to store reclaimed water in Bass Lake starting in April. If RMCC is unable to use its North Pump Station, then the reclaimed water would remain in the lake and impact the District's standard operating practice to regularly deliver reclaimed water to the lake during the April-October period.

RMCC has asked the District to loan it up to \$115,816 to fund the pump station repair/upgrade work. If RMCC pursues a commercial loan, the time to secure the loan could delay the work, which could result in the pump station being unavailable to deliver reclaimed water. This situation would adversely impact the District's wastewater treatment and disposal system. Consequently, District staff have concluded that it would be prudent to approve the loan request in order to facilitate prompt restoration of the pump station. District staff recommended that the funds come from the Sewer Replacement Reserve.

District staff have prepared a proposed loan agreement with these principal loan terms:

- Loan amount up to \$115,816 (based on RMCC contractor invoices)
- 5-year repayment period
- 2%/year interest rate, to be adjusted after 5 years to reflect actual LAIF interest rate (but not less than 2%)
- Loan payment to be added to and collected through RMCC utility billing statement
- District may terminate RMCC water service in the event of a default

Because of the urgent nature of this matter, it has not been reviewed by any Board committee.



**RANCHO MURIETA COMMUNITY SERVICES DISTRICT/  
RANCHO MURIETA COUNTRY CLUB LOAN AGREEMENT  
FOR RECLAIMED WATER PUMP REPAIR**

THIS AGREEMENT is entered into this January \_\_, 2021, by and between Rancho Murieta Community Services District, a local government agency (“Lender”), and Rancho Murieta Country Club, a California nonprofit corporation (“Borrower”), who agree as follows:

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

1.1. Lender provides sewer service to the Rancho Murieta community, including the operation of a wastewater treatment plant that produces reclaimed water. Borrower operates and manages golf courses in Rancho Murieta. Lender and Borrower previously entered into the 1988 Agreement for Availability and Use of Reclaimed Wastewater to provide for the delivery and disposal of reclaimed water to the golf courses. The golf course property is the principal site for Lender to dispose of the reclaimed water produced by its wastewater treatment plant.

1.2. Borrower has installed and operates certain equipment to receive and distribute the reclaimed water for irrigation on the golf course lands. The reclaimed water improvements include the North Pump Station at Bass Lake. The pump station is failing and in need of repair and upgrade.

1.3. The efficient operation of the reclaimed water system requires that the delivery and use of the reclaimed water begin in April when the District begins storing reclaimed water in Bass Lake, which is approaching. It therefore is essential for Borrower to promptly repair and upgrade the pump station in order to be able to receive and distribute the full allotment of reclaimed water delivered by Lender. Borrower pursuit of loan financing through customary commercial lenders and lending practices would require a significant period of time. Borrower may not be able to receive and distribute the full reclaimed water delivery amount while pursuing such a commercial loan. Consequently, in order to expedite the repair work, Borrower has requested a loan from Lender.

1.4. Lender’s wastewater treatment and disposal system is designed for the delivery, storage, and disposal of reclaimed water at Borrower’s golf courses. The inability of the North Pump Station to pump and distribute the reclaimed water for irrigation purposes at the golf courses would adversely affect Lender’s operations and the treatment and disposal of reclaimed water. Consequently, it is in Lender’s best interests to loan funds to Borrower in order to facilitate the prompt repair and upgrade of the pump station.

1.5. Lender has determined that approving Borrower’s loan request would further Lender’s wastewater treatment and disposal needs and objectives. Lender further determines that the loan will directly further Lender’s purposes consistent with the Community Services District Law and that the loan is an authorized and appropriate

expenditure of Lender funds. Lender therefore agrees to provide the loan on and subject to the terms of this Agreement.

1.6. Lender also provides water service to the Rancho Murieta community. Borrower is a customer of Lender for both water and sewer service.

## **2. Loan**

2.1. Lender agrees to loan to Borrower, and Borrower agrees to borrow from Lender, a sum not to exceed \$115,816, subject to the terms and conditions of this Agreement (the "Loan"). Borrower shall use the Loan funds provided by Lender for the purpose described in the recitals and for no other purpose. Borrower may use the Loan funds solely for payment to its pump repair contractor and not for any other Borrower administration or other pump repair related costs. Borrower also shall reimburse Lender for Lender's staff and legal time, fees, and costs in evaluating the Loan request, preparing this Agreement, and administering the Agreement and Loan. The final Loan amount shall be the final sum of the total Loan funds disbursed by Agency under section 3 plus the cost reimbursement amount.

2.2. Borrower accepts the Loan and approves this Agreement evidencing this indebtedness in the original principal amount of \$115,816 (subject to final calculation as provided in section 2.1). Borrower promises to pay to Lender, or order, the Loan with interest at an initial rate of 2% per annum and subject to an interest rate adjustment as provided below.

2.3. Upon completion of the North Pump Station repair/upgrade work, Lender shall calculate, prepare, and provide to Borrower a repayment schedule showing the final Loan sum and monthly principal and interest repayment amounts over a five-year repayment period. The first monthly Loan payment will be due on the first of the month following completion of the work. But, if Borrower delays in completing the pump station repair/upgrade work, the five-year loan repayment period shall commence three months after the first Loan disbursement. Borrower will pay the Loan principal and interest balance in full within the five-year period and in accordance with the repayment schedule. Lender may include the Loan repayment amounts in its monthly utility service billing statement to Borrower, in which case Borrower shall pay the monthly Loan payment together with and as part of its monthly utility bill payment to Lender. Loan payments shall be credited first to accrued interest and then to principal. Borrower may fully repay the principal balance and any accrued interest at any time, without prepayment penalty.

2.4. The final interest rate will be based on the actual rate of interest earned by funds deposited by Lender with the state Local Agency Investment Fund (LAIF) during the five-year Loan repayment period (or such earlier period if Borrower chooses to prepay the Loan), but not less than 2% per annum. At the conclusion of the five-year repayment period, Lender shall calculate the final interest amount based on the LAIF rate and will true-up the final payment amount as compared to the 2% interest rate paid during the Loan term. The final Loan payment amount will be adjusted to reflect the actual LAIF rate over the five-year term (but not less than 2%).

**3. Disbursement of Funds.** Lender shall disburse Loan funds to Borrower based on the invoices to be submitted to Borrower by its pump repair contractor, which will be: 50% due upon Borrower's approval of the repair contract; 40% due upon contractor's installation of the pump station; and, 10% due 30 days after job completion. Borrower shall submit such contractor invoices to Lender and Lender will disburse the Loan funds to Borrower within 15 days from receipt of the invoice. Interest will begin accruing on the loaned funds upon disbursement to Borrower.

**4. Pump Repair Work.** Upon approval and execution of this Agreement, Borrower promptly and diligently shall proceed to repair and upgrade its North Pump Station.

**5. Public Works Requirement.** The parties acknowledge that Lender is a local government agency and that Lender payment of the pump station repair/upgrade costs makes the work a California public works project within the meaning of the California Labor Code. Consequently, Borrower and its contractor and any subcontractors shall comply with California statutes and regulations applicable to public works projects, including the following requirements: payment of prevailing wage rates; employment of apprentices; hours of labor limitations and overtime; keeping of proper payroll records; workers' compensation insurance; payment/labor and materials bond; non-discrimination laws; contractors' state license requirements; and, contractor registration with the State Department of Industrial Relations.

**6. Recordkeeping.** Borrower shall keep and maintain accurate bookkeeping records, accounts, and documentation pertaining to the receipt, disbursement, and use of the Loan proceeds to pay contractors who perform the pump station repair/upgrade work, including all invoices, receipts, canceled checks, contracts, purchase orders, and other source documents. These records shall be retained for a period of not less than three years from the final Loan disbursement date. These records shall be accessible and available for inspection or audit by Lender, or by its employees, accountants, attorneys, or agents, at reasonable times and upon reasonable notice. This Agreement, and performance and payments under this Agreement, also are subject to examination and audit by the State Auditor General for three years following final disbursement (as required by Government Code section 8546.7).

**7. Indemnification.** Borrower shall indemnify, defend, protect, and hold harmless Lender, and its officers, employees, and agents from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including but not limited to, attorney, expert witness and consultant fees and litigation costs) of every nature arising out of Borrower's performance of the Loan-funded work and caused by the negligent or willful act or omission of Borrower or its contractors or subcontractors or their employees, agents, and subcontractors, except where caused by the active negligence, sole negligence or willful misconduct of Lender or as otherwise provided or limited by law.

**8. Representation and Warranties.** Borrower makes the following representations and warranties:

8.1. There are no legal actions, lawsuits, or proceedings pending or, to the knowledge of Borrower, threatened against Borrower.

8.2. Borrower is not in default of any obligation, judgment, bond, note or other evidence of indebtedness.

8.3. No outstanding tax liability has been asserted against Borrower by the federal Internal Revenue Service, California Franchise Tax Board, or any other taxing authority.

## **9. Default**

9.1. At the option of the Lender, the occurrence of any of the following events shall constitute a default:

A. Borrower fails to make any payment of principal or interest or any other amounts due Lender when due and such failure shall continue for five days after notice from Lender to Borrower.

B. Any material representation or warranty made by Borrower is breached, false, or misleading in any material respect.

C. Any material provision of this Agreement ceases to be valid and binding, or Borrower contests any such provision or denies that it has any or further liability under this Agreement.

D. Borrower fails to perform any covenant or condition set forth in this Agreement, and such failure continues for a period of 30 days after notice from Lender to Borrower (which notice shall specify in reasonable detail the nature of the failure).

E. Borrower becomes insolvent or unable to pay its debts as they mature or makes an assignment for the benefit of creditors, or there shall occur a material adverse change in the financial condition of Borrower.

F. Borrower files or there is filed against Borrower a petition to have Borrower adjudicated a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy unless, in the case of a petition filed against Borrower, the same is dismissed or stayed within 60 days.

G. Borrower applies for or consents to the appointment of a receiver, trustee or conservator for any portion of Borrower's property, or such appointment is made without Borrower's consent and is not vacated within 60 days.

9.2. In the event of default, Lender may immediately call the Loan due and payable and enforce its remedies as provided by law. As an additional or alternate remedy in the event of a default, Lender may terminate water service to Lender and its property and facilities pending Loan repayment in full.

**10. Limitations.** During the five-year Loan repayment period, Borrower shall not, without prior written consent of Lender (a) pledge, mortgage, or otherwise encumber in any manner whatsoever any of Borrower's present or after acquired property or assets,

(b) borrow money or obtain a loan from any person, corporation, or any other source, (c) make or guarantee any advances or loans made to others, or (d) sell or distribute a substantial part, or all, of its assets.

## **11. General Provisions**

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

11.2. Construction and Interpretation. The parties 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 shall not apply in construing or interpreting this Agreement.

11.3. 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 shall not be deemed a waiver with respect to any subsequent default or matter.

11.4. Successors and Assignment. This Agreement shall bind and inure to the benefit of the respective successors, assigns, heirs, devisees, and personal representatives of the parties.

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

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

11.7. Attorney Fees. In the event any legal action is brought to enforce or construe this Agreement, the prevailing party shall be entitled to an award of reasonable attorney fees, expert witness and consultant fees, litigation costs, and costs of suit.

11.8. Notices. Any notice, consent, approval, or other communication (collectively "Notice") required or permitted to be given under this Agreement shall be in writing and delivered or sent either (a) in person, (b) by prepaid, first class U.S. mail, (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt, or (d) by email with a confirmed receipt. Any Notice so delivered or sent will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, (c) on the date of delivery as shown on the overnight courier service receipt, or (d) upon the sender's receipt of an email from the other

party confirming the receipt of the emailed Notice. Notices required or permitted to be given under this Agreement shall be addressed as follows:

Lender:  General Manager Rancho Murieta Community Services District 15160 Jackson Road Rancho Murieta, CA 95683 thennig@rmcsd.com	Borrower:
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Any party may change its contact information by notifying the other party of the change in the manner provided above.

RANCHO MURIETA COMMUNITY  
SERVICES DISTRICT

RANCHO MURIETA COUNTRY CLUB

By: \_\_\_\_\_  
Tom Hennig  
General Manager

By: \_\_\_\_\_  
Bill Armstrong  
President

\_\_\_\_\_  
\_\_\_\_\_[name]  
\_\_\_\_\_[title]