



RANCHO MURIETA COMMUNITY SERVICES DISTRICT

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

NOTICE IS HEREBY GIVEN that the President of the Board of Directors of the Rancho Murieta Community Services District has called a Special Meeting of the Board to be held on September 2, 2015 at 5:30 p.m., at the Rancho Murieta Community Services District Board Room at 15160 Jackson Road, Rancho Murieta.

AGENDA

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

SPECIAL BOARD MEETING SEPTEMBER 2, 2015

Closed Session 5:30 p.m. - Open Session 6:00 p.m.
RMCS D Administration Building – Board Room
15160 Jackson Road
Rancho Murieta, CA 95683

BOARD MEMBERS

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

STAFF

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



**RANCHO MURIETA COMMUNITY SERVICES DISTRICT
SPECIAL BOARD MEETING
SEPTEMBER 2, 2015**

Closed Session - 5:30 p.m. * Open Session - 6:00 p.m.

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

AGENDA

- | | RUNNING TIME |
|--|--------------|
| 1. CALL TO ORDER - Determination of Quorum - President Pasek (Roll Call) | 5:30 |
| 2. ADOPT AGENDA (<i>Motion</i>)
<i>The running times listed on this agenda are only estimates and may be discussed earlier or later than shown. At the discretion of the Board, an item may be moved on the agenda and or taken out of order.</i> | |
| 3. SPECIAL ANNOUNCEMENTS AND ACTIVITIES (<i>5 min.</i>) | |
| 4. CLOSED SESSION
<i>Under Government Code 54956.9(d)(2): conference with legal counsel regarding anticipated litigation -- significant exposure to litigation involving one potential case.</i> | 5:35 |
| 5. OPEN SESSION/REPORT BACK FROM CLOSED SESSION
<i>The Board will discuss items on this agenda, and may take action on those items, including informational items and continued items. The Board may also discuss other items that do not appear on this agenda, but will not act on those items unless action is urgent, and a resolution is passed by a two-thirds (2/3) vote declaring that the need for action arose after posting of this agenda.</i> | 6:00 |
|
<i>The running times listed on this agenda are only estimates and may be discussed earlier or later than shown. At the discretion of the Board, an item may be moved on the agenda and or taken out of order. TIMED ITEMS as specifically noted, such as Hearings or Formal Presentations of community-wide interest, will not be taken up earlier than listed.</i> | |

- 6. COMMENTS FROM THE PUBLIC** 6:05
- Members of the public may comment on any item of interest within the subject matter jurisdiction of the District and any item specifically agendized. Members of the public wishing to address a specific agendized item are encouraged to offer their public comment during consideration of that item. With certain exceptions, the Board may not discuss or take action on items that are not on the agenda.*
- If you wish to address the Board at this time or at the time of an agendized item, as a courtesy, please state your name and address. Speakers presenting individual opinions shall have 3 minutes to speak. Speakers presenting opinions of groups or organizations shall have 5 minutes per group.*
- 7. CONSENT CALENDAR (Motion) (Roll Call Vote) (5 min.)** 6:10
- All the following items in Agenda Item 5 will be approved as one item if they are not excluded from the motion adopting the consent calendar.*
- a. Approval of August 19, 2015 Board Meeting Minutes
 - b. Approval of August 21, 2015 Special Board Meeting Minutes
- 8. CORRESPONDENCE**
- a. Correspondence from Robert and Susan Summersett
- 9. DISCUSS AUGUST 21, 2015 DEVELOPER PRESENTATION TO THE BOARD CONCERNING THE PROPOSED RANCHO MURIETA NORTH DEVELOPMENT PROJECT (Discussion) (10 min.)** 6:15
- 10. CONSIDER APPROVAL OF AN EXTENSION OF TERM OF THE 1995 REIMBURSEMENT AGREEMENT BETWEEN RANCHO MURIETA COMMUNITY SERVICES DISTRICT AND SHF ACQUISITION CORPORATION (Discussion/Action) (Motion) (Roll Call Vote) (10 min.)** 6:25
- 11. DISCUSS MIDGE FLIES AT LAGUNA JOAQUIN (Discussion) (5 min.)** 6:35
- 12. CONSIDER APPROVAL OF THE 2016 WATERSMART - TITLE XVI WATER RECLAMATION PROPOSAL FOR PROFESSIONAL SERVICES (Discussion/Action) (Motion) (5 min.)** 6:40
- 13. CONSIDER APPROVAL OF RECYCLED WATER PROGRAM IMPLEMENTATION PROPOSAL (Discussion/Action) (Motion) (5 min.)** 6:45
- 14. CONSIDER APPROVAL OF PAYMENT MADE TO TNT INDUSTRIAL CONTRACTORS FOR ADDITIONAL COSTS OF DRAIN VALVE INSTALLATION (Discussion/Action) (Motion) (5 min.)** 6:50

- 15. RECEIVE UPDATE CONCERNING PROPOSED SOLAR POWER PURCHASE AGREEMENT** (Discussion) (5 min.) 6:55
- 16. RECEIVE TEMPORARY WATER FILTRATION DECOMMISSIONING UPDATE** (Discussion) (5 min.) 7:00
- 17. REVIEW MEETING DATE/TIME** (5 min.) 7:05
- Regular Board Meeting:** September 16, 2015
- 18. COMMENTS/SUGGESTIONS – BOARD MEMBERS AND STAFF** 7:10
In accordance with Government Code 54954.2(a), Directors and staff may make brief announcements or brief reports of their own activities. They may ask questions for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda.
- 19. ADJOURNMENT** (Motion) 7:15

"In accordance with California Government Code Section 54957.5, any writing or document that is a public record, relates to an open session agenda item and is distributed less than 72 hours prior to a regular meeting, will be made available for public inspection in the District offices during normal business hours. If, however, the document is not distributed until the regular meeting to which it relates, then the document or writing will be made available to the public at the location of the meeting."

Note: This agenda is posted pursuant to the provisions of the Government Code commencing at Section 54950. The date of this posting is August 28, 2015. Posting locations are: 1) District Office; 2) Plaza Foods; 3) Rancho Murieta Association; 4) Murieta Village Association.



RANCHO MURIETA COMMUNITY SERVICES DISTRICT

Board of Directors Regular Meeting

MINUTES

August 19, 2015

5:00 p.m. Open Session

1. CALL TO ORDER/ROLL CALL

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

2. ADOPT AGENDA

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

3. SPECIAL ANNOUNCEMENTS AND ACTIVITIES

Director Gumbinger stated that he is moving and therefore resigning from the District Board, effective August 31, 2015. Director Gumbinger commented on his mixed feelings about leaving the Rancho Murieta community.

Director Martel thanked Director Gumbinger and commented on how the community will miss him and that he is a true gentleman. President Pasek commented on his appreciation for Director Gumbinger having been on the Board. Director Ferraro stated that Director Gumbinger will be missed. Director Pecotich thanked Director Gumbinger.

Darlene Gillum stated that the notice of vacancy will be posted on Thursday, August 20, 2015. The cut-off date to submit letters of interest is September 10, 2015. Depending on how many letters are received, the appointment will be made at either the September 16, 2015 Regular Board meeting or a Special meeting will be held.

4. COMMENTS FROM THE PUBLIC

None.

5. CONSENT CALENDAR

Under Agenda Item 5a, Item 13, Director Pecotich asked about the conflict of interest clause. Darlene stated that the conflict of interest statement is included in the contract.

Under Agenda Item 5b, Director Gumbinger commented on the need for netting at the Water Treatment Plant to keep the birds from nesting. Paul Siebensohn said he is already looking in to having that done.

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

6. STAFF REPORTS

Under Agenda Item 6a, Director Pecotich asked about the status of the EIR. Darlene stated that the County has not released it yet for review. The District will be asking for an extension of time to complete the Water Supply Assessment. Director Pecotich also asked about the concern regarding asbestos. Darlene stated that she is not aware of any concern with asbestos and that would be found in soil testing not water testing. Paul Siebensohn stated that no asbestos has been found in the water.

Under Agenda Item 6b, Director Gumbinger stated that the financial reports were well done.

Under Agenda Item 6d, John Sullivan commented on the wastewater treatment plant flow falling off and his concern with the storage. Paul Siebensohn stated that there is no specific target but they do try to have dead storage each year, if possible. Water will be sent to Van Vleck only when possible.

Director Ferraro commented on Rancho Murieta Association's request for water to be sent down the CIA Ditch and asked if they were charged. Paul Siebensohn stated yes, they are charged.

Director Martel commented on fire hydrants being tapped for water. Paul stated that anyone getting water from a fire hydrant is required to get a permit from the District. There is a meter attached to the hydrant which will record the amount they will be billed for.

7. CORRESPONDENCE

a. Letter from Jaclyn Shanahan, SOLOS Secretary, dated July 15, 2015

No comments.

b. Email from Bobbi Belton and Mary Brennan, dated August 8, 2015

President Pasek commented on his concern on why this is the responsibility of the District and not RMA or the Villas. Paul Siebensohn stated that the District has already done five (5) treatments so far this year.

8. CONSIDER ADOPTION OF RESOLUTION R2015-12, IN HONOR OF PAUL J. GUMBINGER, DIRECTOR, RANCHO MURIETA COMMUNITY SERVICES DISTRICT

Motion/Ferraro to adopt Resolution R2015-12, in honor of Paul J. Gumbinger, Director, Rancho Murieta Community Services District. **Second/Martel. Roll Call Vote: Ayes: Pasek, Ferraro, Martel and Pecotich. Noes: None. Abstain: Gumbinger.**

President Pasek presented Paul Gumbinger with an engraved plaque.

9. CONSIDER ADOPTION OF ORDINANCE O2015-02, DISTRICT CODE CHAPTER 4, PURCHASING AND BIDDING UPDATE

Darlene Gillum gave a brief summary of the recommendation to adopt Ordinance O2015-02, updating District Code Chapter 4 regarding purchasing and bidding.

Motion/Gumbinger to acknowledge the second reading of Ordinance O2015-02, and to adopt Ordinance O2015-02, an Ordinance of the Rancho Murieta Community Services District, amending

Chapter 4 of the District Code relating to Purchasing and Bidding. **Second/Ferraro. Roll Call Vote: Ayes: Pasek, Ferraro, Gumbinger, Martel and Pecotich. Noes: None.**

10. CONSIDER APPROVAL OF AN EXTENSION OF TERM OF THE REIMBURSEMENT AGREEMENT BETWEEN RANCHO MURIETA COMMUNITY SERVICES DISTRICT AND SHF ACQUISITION CORPORATION

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

Staff recommended the matter be referred back to staff and legal counsel for further review.

Motion/Ferraro to refer the matter back to staff and legal counsel for further review. **Second/Pecotich. Ayes: Pasek, Ferraro, Gumbinger, Martel and Pecotich. Noes: None.**

11. CONSIDER ADOPTION OF DISTRICT POLICY P2015-08, RECORDS RETENTION, DISPOSAL AND STORAGE POLICY

Darlene Gillum gave a brief summary of the recommendation to adopt District Policy P2015-08. The proposed District Policy P2015-08 will supersede the current Policy. The goal of this amendment is to streamline and simplify the District's existing policy and make it consistent with the Government Code for record retention, disposal, and storage.

Motion/Gumbinger to adopt District Policy P2015-08, Record Retention, Disposal and Storage Policy. This Policy supersedes District Policy 2011-11. **Second/Ferraro. Roll Call Vote: Ayes: Pasek, Ferraro, Gumbinger, Martel and Pecotich. Noes: None.**

12. PUBLIC HEARING - CONSIDER PLACING DELINQUENT ACCOUNTS ON THE TAX ROLLS OF SACRAMENTO COUNTY FOR COLLECTION

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

President Pasek opened the public hearing at 5:55 p.m. and asked for public comments. There were no comments.

President Pasek closed the public hearing at 5:56 p.m.

Motion/Ferraro to adopt Resolution R2015-011 placing delinquent water, sewer, solid waste, security and/or drainage charges/taxes on the Sacramento County tax rolls to be purchased by Sacramento County under the Teeter Plan. **Second/Martel. Roll Call Vote; Ayes: Pasek, Ferraro, Gumbinger, Martel and Pecotich. Noes: None.**

13. CONSIDER APPROVAL OF THE 2016 WATERSMART - TITLE XVI WATER RECLAMATION AND REUSE FUNDING AND PROP 1 FUNDING APPLICATION PROPOSAL FOR PROFESSIONAL SERVICES

Paul Siebensohn gave a brief summary of the recommendation to approve the proposal from AECOM to provide professional services for the 2016 WaterSMART - Title XVI Water Reclamation and Reuse Funding Application and Proposition 1 Funding Application, which the District has a good chance of receiving.

Director Gumbinger commented on his concern with there being no time line in the contract. Director Ferraro agreed.

Motion/Pecotich to approve proposal from AECOM to provide professional services for the 2016 WaterSMART - Title XVI Water Reclamation and Reuse Funding Application and Proposition 1 Funding Application, in an amount not to exceed \$30,731. Funding to come from Water Supply Augmentation Reserves. **Second/Pasek. Ayes: Pasek, Pecotich. Noes: Ferraro, Gumbinger, Martel. MOTION FAILED.**

14. CONSIDER APPROVAL OF CAPACITY CERTIFICATION LETTERS ADDENDUM 1 FOR MURIETA GARDENS I AND II AND THE RETREATS

Paul Siebensohn gave a brief summary of the recommendation to approve the capacity certification letters addendum 1 for Murieta Gardens I and II and The Retreats.

Motion/Gumbinger to approve Addendum 1 - Proposal for the Capacity Certification Letters regarding Murieta Gardens I and II and The Retreats, in an amount not to exceed \$13,284. Funding to come from Developer Deposit funds. **Second/Ferraro. Ayes: Pasek, Ferraro, Gumbinger, Martel and Pecotich. Noes: None.**

15. RECEIVE WATER TREATMENT PLANT EXPANSION PROJECT UPDATE

Paul Siebensohn gave a brief update on the Water Treatment Plant Expansion Project. Roebbelen Construction Management reports that production of water from the new facility should now occur on November 6, 2015 vs. October 23, 2015 from the previous schedule.

Director Gumbinger commented on his disappointment with the Construction Manager at Risk's (CMAR) inability to get the project completed on time. He also suggested getting netting installed to keep the birds out. At the end of the project, staff will provide the CMAR with an evaluation of their performance during the project.

16. RECEIVE WATER CONSERVATION UPDATE

Paul Siebensohn gave a brief summary of the community's conservation of water. Darlene Gillum gave a brief overview of the State of California's new turf replacement rebate program. Information is available on the District's website and an article will be in the August Pipeline.

Director Martel suggested the District hold a workshop to help residents fill out the rebate forms. Director Pecotich suggested RMA participate.

Darlene also commented that she is reviewing the contract regarding the funds the District received through Regional Water Authority (RWA) regarding a separate Cash for Grass program.

17. REVIEW AND SELECT CONFERENCE/EDUCATION OPPORTUNITIES

No discussion.

18. REVIEW MEETING DATES/TIMES

No discussion.

19. COMMENTS/SUGGESTIONS - BOARD MEMBERS AND STAFF

Chief Remson stated that off-duty Sacramento Sheriff's Deputies will be working the Summerfest.

President Pasek asked about the cameras at the water treatment plant. Paul Siebensohn stated that the higher quality cameras were installed along with additional lighting.

Eric Thompson stated that he is preparing for the annual audit. The field work should be done by September 5, 2015 and the report ready by the end of October.

Director Martel commented on the Parks Committee and RMA not responding to the questions that they were asked at the last Park's meeting back in February. He stated that if no response is provided soon, he will be contacting the Attorney General's office. President Pasek suggested the developer representatives and the District representative get together and call a meeting.

John Sullivan commented on his having requested RMA have a trust account for the Parks Committee funds for better tracking of the funds and how they are being spent.

Richard Shanahan, District General Counsel, stated that the conversation has gotten off track, not an agenda item. If the Board wishes to discuss this matter, it needs to be put on a future agenda.

Director Gumbinger gave a brief summary of the history of the Parks Committee. He also commented on the need for the Security Ad Hoc Committee to meet, how pleased he is with the District proceeding with solar power, and stated his appreciation for the District and staff.

President Pasek asked about the status of the solar power. Darlene stated that the contract is being reviewed.

Director Pecotich commented on what a good job is being done on the District website and commented on video recording the meeting on Friday and having it linked on our website.

Darlene Gillum stated that for Friday's Special Board meeting, public comments will be taken after the developer presentation is completed. Comments and/or questions are to be directed to the Board as this is a Special Board meeting, not a community town hall meeting. The Board will not have any dialogue and there will be no action taken. Cards will be provided for residents that wish to submit questions. The questions will be compiled, answers provided and posted on the District's website.

20. ADJOURNMENT

Motion/Gumbinger to adjourn at 7:20 p.m. **Second/Ferraro. Ayes: Pasek, Ferraro, Gumbinger, Martel, Pecotich. Noes: None.**

Respectfully submitted,

Suzanne Lindenfeld
District Secretary

DRAFT



RANCHO MURIETA COMMUNITY SERVICES DISTRICT

Board of Directors Special Meeting

MINUTES

August 21, 2015

6:00 p.m. Open Session

1. CALL TO ORDER/ROLL CALL

President Gerald Pasek called the special meeting of the Board of Directors of Rancho Murieta Community Services District to order at 6:00 p.m. in the District meeting room, 15160 Jackson Road, Rancho Murieta. Directors present were Gerald Pasek, Betty Ferraro, Mark Pecotich, and Michael Martel. Also present were Darlene J. Gillum, General Manager; Greg Remson, Security Chief; Eric Thompson, Controller; and Suzanne Lindenfeld, District Secretary. Director Gumbinger was absent.

2. ADOPT AGENDA

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

President Pasek reminded everyone that the meeting is a District Board meeting, not a town hall meeting. Comments from the public will be received after the presentation has been completed. Index cards were provided for the public to write their questions down and turn in to staff. All questions will be compiled and answers will be posted on the District's website.

3. RECEIVE PRESENTATION REGARDING RANCHO MURIETA NORTH DEVELOPMENT PROPOSAL

Carol Anderson gave an overview of the ownership group and their connection to Rancho Murieta.

Tom deRegt gave an overview of the projects. The guiding principal is to insure that the development is based on quality design, sensitivity to the existing character of the land, and is consistent with the applicable regional, county and local plans and agreements. The Rancho North Project Proposal consists of 775 acres, 8 villages, 1 commercial site (39 acres), and 827 single family detached residential lots on 350 acres.

Project Details

Village A - 94.5 acres, 167 residential lots, density of 1.8 dwelling units to the acre, and 35.2 acres of common area, parks, trails, and open space.

Village B - 81.7 acres, 167 residential lots, density of 2.0 dwelling units per acre, and 18.2 acres of common area, parks, trails, and open space.

Village C - 63.3 acres, 130 residential lots, density of 2.1 dwelling units per acre, and 23.1 acres of common area, parks, trails, and open space.

Village D - 28.5 acres, 42 residential lots, density of 1.5 dwelling units per acre, and 4.2 acres of common area parks, trails, and open space.

Village E - 79.0 acres, 43 residential lots constructed in phases due to Eagle's nest, density of 0.5 dwelling units per acre, and 33.3 acres of common area, parks, trails, and open space.

Village F - 77.1 acres, 95 residential lots, density of 1.2 dwelling units per acre, and 40.8 acres of common area, parks, trails, and open space.

Village G - 114.6 acres, 53 residential lots, density of 0.5 dwelling units per acre, and 86.1 acres of common area, parks, trails, and open space.

Village H - 67.6 acres, 130 residential lots, density of 2.0 dwelling units per acre, and 18.1 acres of common area, parks, trails, and open space.

The current smallest single family detached lot in the existing Rancho Murieta North is 3,360 square feet. The smallest single family detached lot in the proposal Rancho North is 7,150 square feet.

The goal is to annex all of Rancho North to Rancho Murieta Association and help facilitate the development of a community center.

Currently, the Development Group is working with Sacramento County and Environmental staff. Community outreach meetings will be held before and after the release of the draft EIR to keep the community informed of the status and get input. These meetings will be held at various times and days in hopes of accommodating everyone's schedules.

4. COMMENTS FROM THE PUBLIC

Linda Kline, SOLOS read a statement commenting on the group's concerns regarding the Eagles, traffic, water supply, and the decrease in trails and open space. SOLOS feel that the District has a legal and moral right to limit the development in the community and asked that an ad hoc committee be formed to discuss the options.

Jim Chambers commented on his feeling that there are flaws in the design and that the development is not what the community wants. Mr. Chambers feels that no development should begin until the community is assured of a water supply.

John Merchant, CPAC, commented on CPAC wanting to hold some meetings in Rancho Murieta for better community participation. Mr. Merchant commented on the development not being in compliance with the MBA, annexation and encouraged town hall meetings be held more frequently.

Brad Sample commented on a 2006 report stating there is a possibility of naturally occurring asbestos in the soil.

Ray Siber commented on his concern with the additional traffic and the need for an additional gate. Mr. Siber also commented on the parks and open space and wanted to know who is going to pay for the maintenance of these areas.

Ted Hart commented on his appreciation for the current group of developers.

John Van Doren asked about the conflict of interest statement being signed by Maddaus Water Management. Darlene Gillum stated that it is in the contract.

5. ADJOURNMENT

Motion/Martel to adjourn at 7:18 p.m. **Second/Ferraro. Ayes: Pasek, Ferraro, Martel, Pecotich. Noes: None. Absent: Gumbinger.**

Respectfully submitted,

Suzanne Lindenfeld
District Secretary

DRAFT

August 27, 2015

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

Honorable Gerald Pasek, President
Honorable Betty Feraro, Vice-President
Honorable Michael Martel, Director
Honorable Mark Pecotich, Director,

I was very disappointed in the RMCS D meeting Friday August 21, 2015 and the lack of consideration given to many people of Rancho Murieta who were there to attend. My wife and I went to RMCS D offices for the meeting and the scheduled presentation by the developer regarding their plan for the remaining areas within Rancho Murieta. We arrived about 5:45 pm for the 6:00 pm scheduled meeting and were turned away at the door due to the number of people already in the meeting room exceeding the fire department maximum. We joined at least 40 to 50 other people outside and the number continued to increase. Verbal requests through the open door to reschedule the meeting to a larger venue fell on deaf ears. After only being able to partially hear the presentation through the open door, it became too frustrating and uncomfortable so we left.

My comments regarding the meeting:

- The RMCS D directors should have anticipated that the meeting would be well attended.
- The scheduling at 6:00 pm on a Friday evening seemed to be designed to discourage rather than encourage participation.
- With the number of people turned away from entering the meeting room, the directors should have taken the initiative to reschedule the meeting to a more appropriate size venue.

Comments regarding development:

- The proposed scope of development will ruin the quality of life that many of us moved here to enjoy! It will make this community like just any other tract of homes, packed together too tight and overbuilt.
- At a recent concert at the lakeside amphitheater at Lake Clementia, I was wondering if there are houses across the lake, how long would it be before the concerts were abandoned due to complaints of noise and lights at night by the new residents?
- As an avid walker/hiker and mountain bike rider, the proposed development essentially destroys the natural areas that are a gem of this community.
- Development on the east side of the lakes is sure to disrupt the nesting bald eagles even with their proposed easement.

- The addition of 900 additional homes plus others that have already been approved will add at least 1500 to 3000 additional cars on Murieta Parkway or Puerto and Pera every day and most of that added traffic will be within a window of an hour or two in the morning and in the evening. This adds pollution, congestion and will make the streets very dangerous!
- The additional traffic on Highway 16, Stonehouse, and Scott Roads will further degrade the already overly congested Highway 16 corridor and the poor quality of pavement on Stonehouse and Scott.
- The proposal has generated the need for added water capacity which may be in the form of wells that may or may not be used but have to be drilled, tested and maintained for their life, an added cost to all residents. Why not reduce the number of homes to be less rather than incurring the added expense of drilling and maintaining wells?
- The developer is already in conflict with RMA compliance rules in their new housing subdivision, driveways too short, garages too small among other things. This will end up making an area clogged with cars parked on the streets or hanging into the streets if they can't fit on driveways. They may not be as wonderful for the community as they would like for use to believe. It is all about greed and money!

Bottom line:

Please work to scale back the proposal, keep the new development away from the lakes and river, keep it within the bounds of our current water infrastructure and capacity and make the builder toe the line and be compliance with all provisions of any agreement including the MBA! Keep Rancho Murieta a nice place to live!

Sincerely,



Robert Summersett
6525 Puerto Drive
Rancho Murieta, CA 95683



Susan Summersett

cc Darlene J. Gilliam, General Manager

MEMORANDUM

Date: August 28, 2015
To: Board of Directors
From: Darlene J. Gillum, General Manager
Subject: Discuss August 21, 2015 Developer Presentation to the Board Concerning the Proposed Rancho Murieta North Development Project

RECOMMENDED ACTION

No action - update only.

BACKGROUND

The Board received a presentation from the Rancho Murieta North developer team on Friday, August 21, 2015. This item is for discussion of the presentation and to provide direction to staff, if any at this time.

The District is working on breaking down the video of the meeting for posting to our website. Attempts to upload using YouTube and Vimeo have not been successful.

The presentation slides are posted to the District website.

Questions and concerns raised at the meeting have been compiled. Most of the questions require answers/input from the developer. We hope to have a complete set of questions and answers to hand out at the September 2, 2015 Special Board Meeting.

MEMORANDUM

Date: August 28, 2015
To: Board of Directors
From: Darlene J. Gillum, General Manager
Subject: Consider Approval of an Extension of Term of the 1995 Reimbursement Agreement Between Rancho Murieta Community Services District and SHF Acquisition Corporation

RECOMMENDED ACTION

Move to deny the request to extend the 1995 Reimbursement Agreement with SHF Acquisition Corporation and allow the agreement to expire according to its terms on September 20, 2015.

BACKGROUND

In the early 1990s, developer SHF Acquisition Corporation constructed houses in a Rancho Murieta subdivision known as Unit 6. As part of that subdivision, the developer paid for and installed certain water, sewer and storm drainage improvements. Some of the improvements were sized to benefit and serve lands other than the Unit 6 subdivision. Consequently, in 1995, the District entered into a Reimbursement Agreement with SHF concerning the reimbursement of a portion of the costs of the improvements from other vaguely-defined benefited properties. The 1995 agreement expires on September 20, 2015.

M&R Investment One Company, Inc. is the successor to SHF. In a letter to the District dated July 29, 2015 (attached), an attorney representing M&R requested the District to extend the term of the Reimbursement Agreement for an additional 20 years.

District staff has evaluated the request and recommend that the Board deny it. In 1995, the parties made a business decision to limit the term of the agreement to 20 years, and staff is unaware of any compelling reason to extend the agreement. To the contrary, District staff prefers removing pending reimbursement liabilities from the books as soon as possible.

TAYLOR & WILEY

A PROFESSIONAL CORPORATION

ATTORNEYS

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

TELEPHONE: (916) 929-5545

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

OF COUNSEL
KATHLEEN R. MAKEL

July 29, 2015

Via Email and US Mail dgillum@rmcsd.com

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

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

Dear Ms. Gillum:

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

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

Very Truly Yours,



James B. Wiley

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

STATE OF NEVADA

ROSS MILLER
Secretary of State



SCOTT W. ANDERSON
Deputy Secretary
for Commercial Recordings

OFFICE OF THE
SECRETARY OF STATE

Filing Acknowledgement

December 29, 2006

Job Number
C20070103-1955

Corporation Number
C534-1951

Filing Description

**Document Filing
Number**

Date/Time of Filing

Merge In

20060844579-05

December 29, 2006 12:35:02
PM

Corporation Name

Resident Agent

M & R INVESTMENT ONE COMPANY
INC

CORPORATION TRUST COMPANY OF
NEVADA

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

Respectfully,

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

ROSS MILLER
Secretary of State

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



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

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

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

Dean Heller
Dean Heller
Secretary of State

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

ABOVE SPACE IS FOR OFFICE USE ONLY

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

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

SHR Acquisition Corp
Name of merging entity

Nevada
Jurisdiction

Corporation 88-0242928
Entity type *

South Lake Acquisition Corp SKM
Name of merging entity

Nevada SKM
Jurisdiction

Corporation 88-0246931 SKM
Entity type *

Name of merging entity

Jurisdiction

Entity type *

Name of merging entity

Jurisdiction

Entity type *

and

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

Nevada
Jurisdiction

Corporation 88-0068355
Entity type *

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

Filing Fee: \$350.00

This form must be accompanied by appropriate fees.



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

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

ABOVE SPACE IS FOR OFFICE USE ONLY

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

Attn: Steve K Miller

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

3) (Choose one)

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

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

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

(a) Owner's approval was not required from

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

and, or;

Name of surviving entity, if applicable

This form must be accompanied by appropriate fees.

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



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

Articles of Merger
(PURSUANT TO NRS 82A.200)
Page 3

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

SHE Acquisition Corporation
Name of merging entity, if applicable

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

Name of merging entity, if applicable

Name of merging entity, if applicable

and, or:

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

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

This form must be accompanied by appropriate fees.

Nevada Secretary of State, 204 North Carson Street, Carson City, NV 89701
Revised 01/03/07



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

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

ABOVE SPACE IS FOR OFFICE USE ONLY

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

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

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

and, or:

Name of surviving entity, if applicable

This form must be accompanied by appropriate fees.

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



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

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

ABOVE SPACE IS FOR OFFICE USE ONLY

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

[Empty box for amendments]

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

(a) The entire plan of merger is attached;

or:

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

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

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

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

This form must be accompanied by appropriate fees.

Nevada Secretary of State (All Merger 2006)
Revised 01/05/06



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

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

ABOVE SPACE IS FOR OFFICE USE ONLY

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

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

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

Name of merging entity

Signature Title Date

Name of merging entity

Signature Title Date

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

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

This form must be accompanied by appropriate fees.

CERTIFICATE OF MERGER

MERGING

**South Lake Acquisition Corporation
A Nevada Corporation**

INTO

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

SKM

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

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

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

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

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

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

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

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

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

South Lake Acquisition Corporation
A Nevada Corporation

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

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

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

Acknowledgment

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

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


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

Brenda L. Boyd
Notary Public

My Appointment Expires: *7-14-09*

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

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

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

Brenda L. Boyd
Notary Public

My Appointment Expires: *7-14-09*

CERTIFICATE OF MERGER

MERGING

**SHF Acquisition Corporation
A Nevada Corporation**

INTO

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

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

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

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

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

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

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

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

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

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

SHF Acquisition Corporation
A Nevada Corporation

By: [Signature]
Steve K. Miller, President

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

By: [Signature]
Steve K. Miller, President

Acknowledgment

STATE OF Kansas)
) ss:
COUNTY OF SG)

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

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

[Signature]
Notary Public

My Appointment Expires: 7-14-09

STATE OF Kansas)
) ss:
COUNTY OF SG)

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

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

[Signature]
Notary Public

My Appointment Expires: 7-14-09

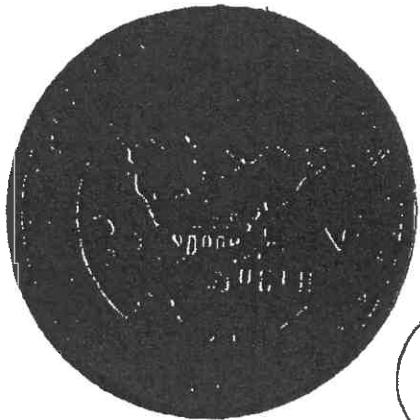
SECRETARY OF STATE



CERTIFICATE OF NAME CHANGE

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

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



Handwritten signature of Ross Miller.

ROSS MILLER
Secretary of State

By

Handwritten signature of Jacqueline Warr.
Certification Clerk

State of California Secretary of State



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

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



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

JUN 11 2007

DEBRA BOWEN
Secretary of State

A0662128

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

JUN 11 2007

**AMENDED STATEMENT BY
FOREIGN CORPORATION**

M & R Investment One Company, Inc.

(Name of Corporation)

_____ a corporation organized

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

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

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

M & R Investment Company, Inc.

M & R Investment One Company, Inc.

(Name of Corporation)



(Signature of Corporate Officer)

Steve K. Miller, President

(Typed Name and Title of Officer Signing)

**State of California
Secretary of State**

**NAME CHANGE
CERTIFICATE OF QUALIFICATION**

C2496732

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

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



Debra Bowen

**DEBRA BOWEN
Secretary of State**

REIMBURSEMENT AGREEMENT

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

Recitals

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

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

WHEREAS, construction of the Phase I Facilities has been completed

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

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

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

NOW, THEREFORE, District and SHF agree as follows:

Agreement

I Reimbursement for Net External Benefit.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9/20/95
2015

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

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

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

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

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

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

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

District:

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

SHF:

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

SHF Attorney:

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

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

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

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

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

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

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

District:

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

Dated:

9/20/95

By:

John R. Thurston

President

Board of Directors

Attest:

Sandra A. Hickman
Secretary

SHF:

SHF ACQUISITION CORPORATION

Dated:

Aug 15, 1995

By:

Joseph H. Dale

Its:

President

EXHIBIT "A"

UNIT 6 BENEFIT/COST ANALYSIS

Page 2 of 2

Version 18.3 February 72, 1985

GIBBERSON & ASSOCIATES, Inc.
11244 COLOMA ROAD, SUITE 200
SACRAMENTO, CA 95870 (916) 623-4560
TELEPHONE: MELLO 596-9611 JOB # 84-00104

NOTES:

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

EXHIBIT "B"

UNIT 6 BENEFIT/COST ANALYSIS

Page 2 of 2

Version: 12.10 July 22, 1995

NOTES:

1. ESTIMATED COSTS ARE IN CONSTANT APRIL 1984 DOLLARS (ENR INDEX=652) DERIVED BY TAKING THE ESTIMATED COST FROM THE CFD NO. 1 ENGINEER'S REPORT AND ESCALATING THAT AMOUNT TO APRIL 1994 (ENR INDEX OF APRIL 1994 DIVIDED BY ENR INDEX OF APRIL 1984) REPORT MULTIPLIED BY CFD NO. 1 COSTS).
2. ESTIMATED COSTS ARE BY THEIR NATURE APPROXIMATIONS OF THE PROBABLE MAGNITUDE OF PROJECT COSTS (INCLUDING CONSTRUCTION, CONTINGENCIES, ENGINEERING, SUPERVISION AND INSPECTION).
3. EQUIVALENT DWELLING UNIT COUNTS FOR THE PARCEL WERE PROVIDED BY THE DEVELOPER OF EACH PARCEL. THESE DENSITIES WERE VERIFIED BY RANCHO MURIETA CSD YIELD ESTIMATES USING ASSUMED DENSITIES FOR RESIDENTIAL LAND USES.
4. THIS ANALYSIS INCLUDES AN ESTIMATE OF THE BOND FINANCING AND FORMATION COSTS.
5. THIS ANALYSIS UTILIZES THE DWELLING UNIT COUNTS FROM IMPROVEMENT DISTRICT NO. 1 FOR RESIDENTIAL PROPERTIES AND THE EQUIVALENT NUMBER OR DWELLING UNITS DERIVED FROM THE TOTAL ORIGINAL ASSESSMENTS, FOR NON-RESIDENTIAL PROPERTIES.
6. THIS ANALYSIS SUBDIVIDES STRA NO. 11 INTO THREE SUB-AREAS TO MORE EQUITABLY SPREAD THE COSTS OF PHASE 1 FACILITY NOS. D, E, F & G.
7. THIS ANALYSIS REFLECTS THE DECISION OF THE DISTRICT IMPROVEMENT COMMITTEE TO WAIVE ANY UNIT NO. 6 COST SHARING RESPONSIBILITY FOR PHASE II IMPROVEMENTS (IMPROVEMENTS NOS. I & J)

MEMORANDUM

Date: August 28, 2015
To: Board of Directors
From: Paul Siebensohn, Director of Field Operations
Subject: Discuss Midge Flies at Laguna Joaquin

RECOMMENDED ACTION

Provide direction to staff.

BACKGROUND

Several years ago, at the April 16, 2008 Rancho Murieta Community Services District (District) Board meeting, the Board approved a motion not to continue treatment of Laguna Joaquin for midge flies as the Board's opinion at that time was that it wasn't the District's responsibility to treat for midge flies.

Following, at the September 17, 2008 District Board meeting, several residents again commented on the midge fly problem and requested the District Board reconsider their decision to not pay for spraying for midge flies. Director Kjome stated the issue would be reviewed in March during the budget discussions. On March 18, 2009 the Board passed a motion to include midge fly treatment in the annual budget. Since that time, the District has included 4 midge fly treatments per fiscal year in the annual budget, at a current cost of \$1,062 per treatment (for a total of \$4,248).

I obtained necessary certification to apply product on behalf of the District and completed SWRCB NPDES filing for Vector Control Application as a necessary regulatory requirement to treat midges.

At the March 5, 2009 Finance Committee meeting, staff was directed to solicit matching funds from Murieta Townhomes, Inc. (MTI) and Rancho Murieta Association (RMA). As a result, the District sent the attached letter to MTI and RMA. The District has received no comments on the letter from either entity.

This year residents are complaining that the problem is worse than ever. Mary Brennan has submitted an email, which was included in the August 19, 2015 Board meeting packet, and has also submitted the attached photos showing the number of midges that congregate around the outside walls of her home in just a single afternoon. Darlene Gillum responded to Mary's email describing the actions the District has taken this calendar year and suggested that the MTI look at supplementing the treatments this year by purchasing additional treatment product that the District would apply. MTI has not yet agreed to share in the cost of treatment.

Darlene has also reached out to UC Davis' Entomology Department to inquire if there may be any interest in using the Laguna Joaquin midge fly issue as a student research project.

Description of Laguna Joaquin and its Purposes

Laguna Joaquin basin serves several purposes for the community of Rancho Murieta. For the District, it is a drainage detention basin serving north side developments (Units 1, 2, 3, and 4), and also serves as a water storage basin for downstream ranch irrigation through a diversion box. For the Rancho Murieta Home Owner's Association it is a source of water for irrigation of approximately twenty acres of common ground landscaping. For the community, it is an aesthetic basin which also serves for fishing recreation. The basin is relatively shallow, between 4-6 feet, with a soft silty bottom which is ideal for midge fly larvae.

Seasonal storms, typically November – March, can create enough stormwater run off to fill and spill the basin. Overflow from the basin flows over a man made spillway and channel and into a drainage ditch that flows onto the Anderson Ranch property south west of Rancho Murieta. Approximately a mile downstream from Laguna Joaquin is another catch basin located on the Anderson Ranch. From that catch basin the drainage ditch then may flow another mile to the Cosumnes River.

Midge Fly Behavior and Nuisance

Midge flies emerge from the water at Laguna Joaquin in very large numbers during the warmer months of April - September, causing a variety of nuisance and other problems for people who reside within the flight range of these insects. Adult Midges are weak flyers and may fly or be blown ashore where they congregate on vegetation, under porch alcoves, in carports and on walls of homes and other buildings. Swarms of adults may be so dense that they interfere with outdoor activities and stain walls, cars and other surfaces upon which they rest. Adults are attracted to lights ("bug zappers") and may accumulate in large numbers on window screens and around porch and street lights. The occurrence of midges promotes the proliferation of spiders whose unsightly webs may have to be removed frequently. These insects pose no direct threat to pets or people.

Control Method in Use

The pesticide products recommended by industry experts and used by the District for midge fly control is Vectobac 12AS or Aquabac xt. The active ingredient in both products is *Bacillus thuringiensis (Bti)* as a microbial larvacide.

Microbial larvacides are bacteria that are registered as pesticides for control of vector larvae in outdoor areas. *Bacillus thuringiensis (Bti)* is a naturally occurring soil bacterium registered for control of mosquito and midge fly larvae as well as black flies. When the larvae ingest the bacteria, crystallized toxins are produced which destroy the larvae's digestive tract. Larvae become sluggish and die within 24 hours. The toxin disrupts the gut in mosquito by binding to receptor cells present in insects, but not in mammals. Persistence of *Bti* is low in the environment. It usually lasts 1 to 4 days due to sensitivity to ultraviolet light.

Other Control Methods

Drawing down the reservoir to dry out the sides and bottom is not a viable alternative as it will generate a muddy smelling odor and unsightly aesthetics.

Adding mosquito fish, *Gambusia affinis*, has not worked well in the past, as the existing population of bass and bluegill eat the mosquito fish.

Minimizing the use of outside lights will help to reduce their presence near resident's homes. If residents choose to use a "Bug Zapper", they should keep it as far away from their residence as possible to maximize its effectiveness.

The use of pesticides is not recommended as their potential harm to users, pets, and the environment outweighs their benefit. A strong water hose is usually sufficient to knock down and wash away most midges that collect in areas around homes.

DISCUSSION

Despite the continued treatments by the District, complaints regarding the midge flies continue. I have heard the surrounding community is of the opinion that dredging Laguna Joaquin will solve the problem, it will not. The midges will simply repopulate any surrounding soil or sediment remaining. Stronger pesticides are also not a recommended option due to environmental concerns and are not allowed per regulations.

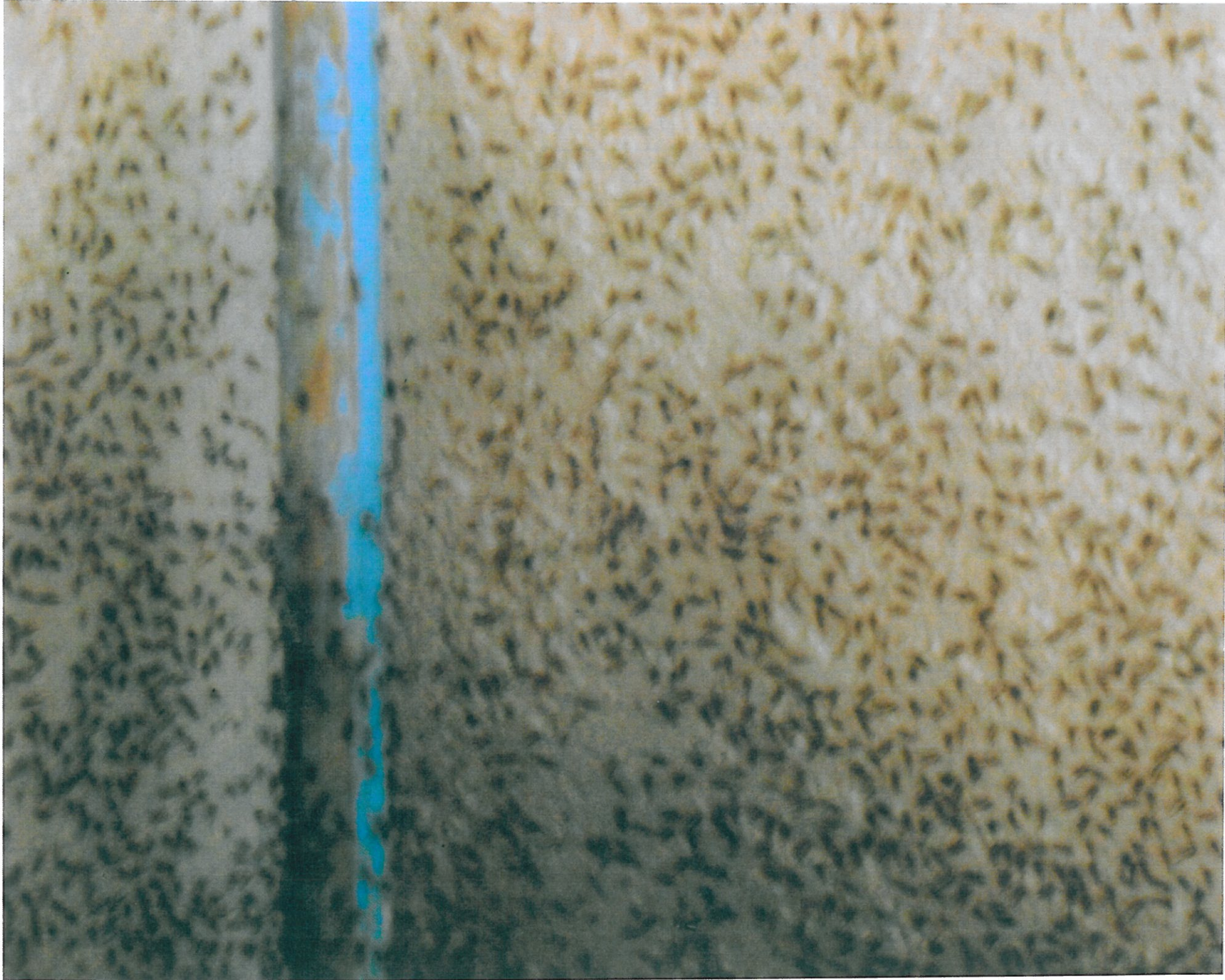
Absent supplemental support from RMA and/or MTI, I believe the best option in regards to costs and long term viability is to remove the predatory fish population that exist in Laguna Joaquin, such as the blue gill and bass, and replace them with mosquito fish, *Gambusia affinis*. This is the current solution utilized at our Wastewater Treatment ponds; it works well, and creates no regulatory issues. We have such an abundance of mosquito fish that pelicans arrive here each summer to feed on them and the shorelines of the ponds shimmer as you pass due to huge number of fish there. However, this would take outreach and buy in with the community.

6948 CARRETA

Aug 19, 1972

BACK DECK WALLS
(CORNER)





6948 (ARRETA
(CORNER)

Back deck lower walls

MEMORANDUM

Date: August 28, 2015
To: Board of Directors
From: Paul Siebensohn, Director of Field Operations
Subject: Consider Approval of the 2016 WaterSMART - Title XVI Water Reclamation Proposal for Professional Services

RECOMMENDED ACTION

Approve proposal from AECOM to provide professional services for the 2016 WaterSMART - Title XV1 Water Reclamation Funding, in an amount not to exceed \$24,084. Funding to come from Water Supply Augmentation Reserves.

BACKGROUND

Staff has requested that AECOM pursue grant funding from the US Bureau of Reclamation's WaterSMART: Title XVI Water Reclamation and Reuse Program Funding (Tile XVI) as a potential source to supplement the implementation of the District's recycled water service program. This proposal is to prepare and submit the Title XVI application to the Bureau of Reclamation in coordination with and on behalf of the District. The proposal is attached for your review. Below is a current estimate of projects and costs that may be pursued within Phase 1 of the recycled water program. General outline of Phase 1 is attached for reference. Should this proposal be approved, schedule would be followed as noted in the attached proposal.

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

Information Regarding WaterSMART program from the US Bureau of Reclamation:

"Water is our most precious natural resource and is increasingly stressed by the demands our society places on it. Adequate water supplies are an essential element in human survival, ecosystem health, energy production and economic sustainability. Significant climate change-related impacts on water supplies are well documented in scientific literature and scientists are forecasting changes in hydrologic cycles.

Congress recognized these issues with the passage of the SECURE Water Act, a law that authorizes federal water and science agencies to work together with state and local water managers to plan for climate change and other threats to our water supplies, and take action to secure our water resources for the communities, economies, and the ecosystems they support.

To implement the SECURE Water Act, and ensure that the Department of the Interior is positioned to meet these challenges, Secretary of the Interior Ken Salazar established the WaterSMART (Sustain and Manage America's Resources for Tomorrow) program in 2010.

WaterSMART allows all bureaus of the department to work with states, tribes, local governments, water agencies and non-governmental organizations to pursue a sustainable water supply for the nation by establishing a framework to provide federal assistance on the efficient use of water, integrating water and energy policies to support the sustainable use of all natural resources, and coordinating the water conservation activities of the various department offices.

Reclamation plays a key role in the WaterSMART program as the department's main water management agency. Focused on improving water conservation and helping water and resource managers make wise decisions about water use, Reclamation's portion of the WaterSMART program is achieved through administration of grants, scientific studies, technical assistance and scientific expertise.

WaterSMART provides funding, combined with grant recipient cost-share funds that support the following types of grants awarded by the Region in 2013: Water and Energy Efficiency Grants, Cooperative Watershed Management Program Grants, and Title XVI Program Water Reclamation and Reuse Projects. (Title XVI is also known as the Reclamation Wastewater and Groundwater Study and Facilities Act of 1992.)"

General Outline of possible Phase 1 Improvements for wastewater disposal / reclamation use:

- **Disinfection Facilities Upgrade:** Currently the disinfection facilities have a rated capacity of 2.3 MGD, which limits recycled water production capabilities at the WWRP. These facilities will be upgraded to provide a rated capacity of 3.0 MGD in accordance with Title 22 requirements.
- **North Golf Course Pumping Station Improvements:** Currently this facility is configured to pump recycled water to either the North Golf Course or the Van Vleck Ranch. The objectives of this improvement project will be to (1) separate the functions of this station (one dedicated station for the North Golf Course and one dedicated for the Van Vleck Ranch) and (2) expand the firm capacity of the pumping station serving the North Golf Course to 2,110 gpm. The 2,110 gpm flow rate represents the estimated capacity of the existing 12-inch recycled water pipeline serving the North Golf Course.
- **Northwest Recycled Water Transmission Main:** A new 12- and 10-inch recycled water transmission main may be installed to serve future developments located along the northwest portion of Jackson Highway and Stonehouse Road. It is envisioned that this

main may also serve recycled water to Stonehouse Park for irrigation as well as the Apartments and Escuela in the future. This transmission main will be connected to the existing 12-inch North Golf Course conveyance pipeline immediately north of the Yellow Bridge. A 12-inch highway undercrossing and transmission main would be installed to the Murieta Gardens development beyond this point the transmission main can be reduced to 10-inch diameter.

- **Lookout Hill Recycled Water Storage Tanks and Pumping Station:** Recycled water storage tanks are required to supplement recycled water production capacities needed to satisfy peak irrigation demands. Peak demands associated with the Residences of Murieta Hills developments and Escuela require 200,000 gallons of supplemental recycled water during the 8 hour irrigation schedule. It is recommended that a total capacity of 400,000 gallons be provided based on the prescribed storage criteria. To minimize cost, the existing 200,000 gallon water storage tank, which is currently not in service, will be rehabilitated and used for recycled water storage. In addition, a new 200,000 gallon storage tank will be installed at this site along with an estimated 700 gpm pumping station that is needed to deliver recycled water to the developments located in the northwest corner of the Study Area.



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

916.414.5800 tel
916.414.5850 fax

August 25, 2015

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

Re: 2016 WaterSMART: Title XVI Water Reclamation and Reuse Program Funding Application Proposal for Professional Services

Dear Paul,

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

It is our understanding that the RMCS D has identified the Bureau of Reclamation's (BOR's), Water SMART: Title XVI Water Reclamation and Reuse Program Funding (Title XVI), as a potential revenue source to supplement the implementation of the Districts recycled water service program.

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

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

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

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

SCOPE OF WORK

Task 1. Title XVI Application and Documentation Preparation

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



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

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

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

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

SCHEDULE

In coordination with BOR, AECOM is assuming early October '15 for the 2016 Title XVI Funding Opportunity Announcement (FOA). Taken into account the previous 2015 Title XVI funding schedule, the application deadline would occur approximately 45 days following the FOA.



AECOM is estimating the following schedule:

DATE		TASK DESCRIPTION
Start	Finish	
9/2/2015		Execution of Master Services Agreement
10/1/2015		BOR Issues FOA
9/3/2015	10/23/2015	AECOM Prepares "DRAFT" Application and Supporting Material
10/26/2015	10/30/2015	RMCS D Conducts Review and Provides Comments
11/2/2015	11/13/2015	AECOM Prepares "FINAL" Application and Supporting Material
11/16/2015		Submittal to BOR
6/2016		BOR Award Announcement (Dependent of Final FY2016 Appropriations)
7/2016	9/2016	Financial Assistance Agreements Executed

PROPOSED FEE

Our proposed fee for this project is \$24,084 and is detailed in the attached Table 1 - Estimated Work Effort and Cost. We propose to conduct this project on a time and material basis.

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

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

Sincerely,

for Kevin Kennedy, PE
Senior Project Manager

Sujan Punyamurthula, PhD, PE
Vice President

TABLE 1 - EFFORT AND COST

2016 WaterSMART: Title XVI Water Reclamation and Reuse Program Funding Applications and Documentation											8/25/2015
Rancho Murieta Community Services District											
Task Description	\$220 GROUP MANAGER/QC	\$185 SENIOR II MANAGER	\$170 SENIOR I ENGINEER	\$145 ASSOCIATE ENGINEER	\$130 ASSISTANT ENGINEER	\$100 ENGINEERING TECH	\$70 CLERICAL	Expenses	LABOR TOTAL	DIRECT COSTS TOTAL	
Task 1 - Title XVI Application Preparation & Document Preparation											
SF-424 Core Form	1	4					4	\$99	\$1,240	\$99	
SF-424D Form	1	4					4	\$99	\$1,240	\$99	
Title Page							2	\$11	\$140	\$11	
Table of Contents							2	\$11	\$140	\$11	
Technical Proposal & Evaluation Criteria	12	48					16	\$1,011	\$12,640	\$1,011	
Project Budget Proposal	4	8					6	\$222	\$2,780	\$222	
Entity Coordination/Meetings	12	8						\$330	\$4,120	\$330	
Sub Total Hrs.	30	72	0	0	0	0	34	N/A	\$22,300		
Sub Total \$	\$6,600	\$13,320	\$0	\$0	\$0	\$0	\$2,380	\$1,784	\$22,300	\$1,784	
SUBTOTAL									\$22,300	\$1,784	
TOTAL									\$24,084	\$24,084	



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

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

Hourly rates include a standard multiplier of 3.0 to 3.1.

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

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

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

**RANCHO MURIETA COMMUNITY SERVICES DISTRICT
SERVICES AGREEMENT**

THIS AGREEMENT is entered into this _____, 20____, by and between Rancho Murieta Community Services District, a local government agency ("District"), and _____, a _____ ("Consultant"), who agree as follows:

1. Scope of Work. Consultant shall perform the work and render the services described in the attached Exhibit A (the "Work"). Consultant shall provide all labor, services, equipment, tools, material and supplies required or necessary to properly, competently and completely perform the Work. Consultant shall determine the method, details and means of doing the Work.

2. Payment.

a. ***EITHER OPTION 1:*** In exchange for the Work, District shall pay to Consultant a fee based on Consultant's actual time and expenses necessarily and actually expended on the Work in accordance with Consultant's fee schedule, attached as Exhibit B. ***OR OPTION 2:*** In exchange for the Work, District shall pay to Consultant a fee based on the fee arrangement described on the attached Exhibit B.

b. The total fee for the Work shall not exceed \$_____. There shall be no compensation for extra or additional work or services by Consultant unless approved in advance in writing by District. Consultant's fee includes all of Consultant's costs and expenses related to the Work.

c. At the end of each month, Consultant shall submit to District an invoice for the Work performed during the preceding month. The invoice shall include a brief description of the Work performed, the dates of Work, number of hours worked and by whom (if payment is based on time), payment due, and an itemization of any reimbursable expenditures. If the Work is satisfactorily completed and the invoice is accurately computed, District shall pay the invoice within 30 days of its receipt.

3. Term.

a. This Agreement shall take effect on the above date and continue in effect until completion of the Work, unless sooner terminated as provided below. Time is of the essence in this Agreement. ***CONTINUE WITH EITHER OPTION 1:*** Consultant shall complete the Work no later than _____, 20____. This deadline may be extended by District for good cause shown by Consultant. ***OR OPTION 2:*** Consultant shall perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.

b. This Agreement may be terminated at any time by District upon 10 days advance written notice to Consultant. In the event of such termination, Consultant shall be fairly compensated for all work performed to the date of termination as calculated by District based on the above fee and payment provisions. Compensation under this subsection shall not include any termination-related expenses, cancellation or demobilization charges, or

lost profit associated with the expected completion of the Work or other such similar payments relating to Consultant's claimed benefit of the bargain.

4. Professional Ability of Consultant. Consultant represents that it is specially trained and experienced, and possesses the skill, ability, knowledge and certification, to competently perform the Work provided by this Agreement. District has relied upon Consultant's training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Work performed by Consultant shall be in accordance with applicable legal requirements and meet the standard of care and quality ordinarily to be expected of competent professionals in Consultant's field.

5. Conflict of Interest. Consultant (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have and shall not acquire any direct or indirect investment, interest in real property or source of income that would be affected in any manner or degree by the performance of Consultant's services under this agreement, and (b) no person having any such interest shall perform any portion of the Work. The parties agree that Consultant is not a designated employee within the meaning of the Political Reform Act and District's conflict of interest code because Consultant will perform the Work independent of the control and direction of the District or of any District official, other than normal contract monitoring, and Consultant possesses no authority with respect to any District decision beyond the rendition of information, advice, recommendation or counsel.

6. Consultant Records.

a. Consultant shall keep and maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to the Work and invoice preparation and support for a minimum period of three years (or for any longer period required by law) from the date of final payment to Consultant under this Agreement. District may inspect and audit such books and records, including source documents, to verify all charges, payments and reimbursable costs under this Agreement.

b. In accordance with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the California State Auditor for three years following final payment under the Agreement.

7. Ownership of Documents. All works of authorship and every report, study, spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other document or thing prepared, developed or created by Consultant under this Agreement and provided to District ("Work Product") shall be the property of District, and District shall have the right to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Consultant or any other party. Consultant may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Consultant shall not provide any Work Product to any third party without District's prior written approval,

unless compelled to do so by legal process. If any Work Product is copyrightable, Consultant may copyright the same, except that, as to any Work Product that is copyrighted by Consultant, District reserves a royalty-free, nonexclusive and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If District reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then District shall hold Consultant harmless against all claims, damages, losses and expenses arising from such reuse or modification. For any Work Product provided to District in paper format, upon request by District at any time (including, but not limited to, expiration or termination of this Agreement), Consultant agrees to provide the Work Product to District in a readable, transferable and usable electronic format generally acknowledged as being an industry-standard format for information exchange between computers (e.g., Word file, Excel spreadsheet, AutoCAD file).

8. Compliance with Laws. Consultant shall perform the Work in compliance with all applicable federal, state and local laws and regulations. Consultant shall possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform the Work. Consultant shall comply with all federal, state and local air pollution control laws and regulations applicable to the Consultant and its Work (as required by California Code of Regulations title 13, section 2022.1).

9. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with counsel approved by District), protect, and hold harmless District, and its officers, employees, volunteers 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 Consultant’s performance of the Work and caused by any negligent act or omission, willful misconduct or violation of law of or by Consultant or its employees, agents and subcontractors, except where caused by the sole negligence or willful misconduct of District or as otherwise provided or limited by law. Consultant’s obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

10. Insurance.

a. Types & Limits. Consultant at its sole cost and expense shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

<i>Type</i>	<i>Limits</i>	<i>Scope</i>
Commercial general liability	\$1,000,000 per occurrence & \$2,000,000 aggregate	at least as broad as ISO CG 0001
Automobile liability	\$1,000,000 per accident	at least as broad as ISO CA 0001, code 1 (any auto)
Workers’ compensation	statutory limits	
Employers’ liability	\$1,000,000 per accident	

b. Other Requirements. The general and automobile liability policy(ies) shall be endorsed to name District, its officers, employees, volunteers and agents as additional insureds regarding liability arising out of the Work. Consultant’s coverage shall be primary

and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. District's insurance or self-insurance, if any, shall be excess and shall not contribute with Consultant's insurance. Each insurance policy shall be endorsed to state that coverage shall not be canceled, except after 30 days (10 days for non-payment of premium) prior written notice to District. Insurance is to be placed with admitted insurers with a current A.M. Best's rating of A:VII or better unless otherwise acceptable to District. Workers' compensation insurance issued by the State Compensation Insurance Fund is acceptable. Consultant agrees to waive subrogation that any insurer may acquire from Consultant by virtue of the payment of any loss relating to the Work. Consultant agrees to obtain any endorsement that may be necessary to implement this subrogation waiver.

c. Proof of Insurance. Upon request, Consultant shall provide to District the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage.

11. Entire Agreement; Amendment. The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the Work. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the Work, except those other documents (if any) that are expressly referenced in this Agreement. This Agreement may be amended only by a subsequent written contract approved and executed by both parties.

12. Independent Contractor. Consultant's relationship to District is that of an independent contractor. All persons hired by Consultant and performing the Work shall be Consultant's employees or agents. Consultant and its officers, employees and agents are not District employees, and they are not entitled to District employment salary, wages or benefits. Consultant shall pay, and District shall not be responsible in any way for, the salary, wages, workers' compensation, unemployment insurance, disability insurance, tax withholding, and benefits to and on behalf of Consultant's employees. Consultant shall, to the fullest extent permitted by law, indemnify District, and its officers, employees, volunteers and agents from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board, other federal or state agency, or court concerning Consultant's independent contractor status or employment-related liability.

13. Assignment. Consultant may not assign, delegate, transfer or subcontract any of its rights, duties, obligations or other interests in this Agreement without District's prior written consent. Any assignment, delegation, transfer or subcontract in violation of this provision is null and void.

14. No Waiver of Rights. Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by District to Consultant shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

15. Severability. If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

16. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California. The county and federal district court where District's office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.

17. Notice. Any notice, invoice or other communication that is required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail addressed as follows:

District: General Manager Rancho Murieta Community Services District P.O. Box 1050 15160 Jackson Road Rancho Murieta, CA 95683	Consultant:
--	-------------

Any party may change its address by notifying the other party of the change in the manner provided above.

RANCHO MURIETA COMMUNITY
SERVICES DISTRICT

CONSULTANT

By: _____
General Manager

By: _____

_____ [name]
_____ [title]

MEMORANDUM

Date: August 27, 2015
To: Board of Directors
From: Paul Siebensohn, Director of Field Operations
Subject: Consider Approval of Recycled Water Program Implementation Plan Proposal

RECOMMENDED ACTION

Approve proposal from AECOM for development of a recycled water program implementation plan, in an amount not to exceed \$52,889, which includes a 5% contingency. Funding for Tasks 1, 2, 4, and 5, in the amount of \$42,638, to come from Sewer Reserves and Task 3, in the amount of \$10,251, to come from Developer Facility Extension funds.

BACKGROUND

To meet the necessary requirements for planning and implementation of the expanded use of recycled water, staff has requested AECOM to provide a Recycled Water Program Implementation Plan (RWPI). The RWPI would facilitate the necessary items to meet the requirements per the Regional Water Quality Control Board's Waste Discharge Requirements, demonstrating planning for future wastewater storage and disposal. The proposal is separated out into five (5) separate tasks. Tasks will be completed on a time and materials basis. Funding for Task 3 is billed back to the development projects as it relates to review of projects. The proposal is attached for your review.

Aug. 3, 2015

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

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

Dear Paul,

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

SCOPE OF WORK

Task 1. Improvements Schedule

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

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

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

Task 2. Stakeholder Outreach Support

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

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

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

Task 3. Development Discharge Requirement Support

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

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

Task 4. Improvement Alternative Analysis

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

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

Task 5. Recycled Water System Implementation Process

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

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

SCHEDULE

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

PROPOSED FEE

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

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

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

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

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

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

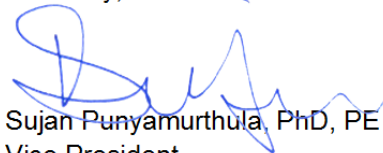
The actual duration this budget supports shall be based on District assignments (which shall be described and approved by Paul Siebensohn via email ahead of time) and AECOM costs. The level of effort associated with the proposed fee is detailed in the attached Table 1 - Estimated Work Effort and Cost.

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

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

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

Sincerely,



Sujan Punyamurthula, PhD, PE
Vice President



for Kevin Kennedy, PE
Senior Project Manager

TABLE 1 - EFFORT AND COST

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



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

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

Hourly rates include a standard multiplier of 3.0 to 3.1.

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

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

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

MEMORANDUM

Date: August 26, 2015
To: Board of Directors
From: Eric Thompson, Controller
Subject: Consider Approval of Payment Made to TNT Industrial Contractors, Inc., for Additional Costs for Chesbro Reservoir Drain Valve Installation Project

RECOMMENDED ACTION

Approve payment of the additional invoices paid to TNT Industrial Contractors, Inc., related to the Chesbro Reservoir Drain Valve Replacement Project, in an amount not to exceed \$7,097.22. Funding to come from Water Replacement Reserves.

BACKGROUND

In preparing for the upcoming audit, accounting staff discovered that there were two (2) miscoded TNT Industrial Contractors, Inc., invoices related to the Chesbro Reservoir Drain Valve Replacement, a project that was previously approved for reserve expenditure in March 2014. These invoices were:

- Invoice # 11313, dated February 11, 2015 for \$2,980.80 (crane rental)
- Invoice # 11314, dated February 11, 2015 for \$4,116.42 (2nd day remobilization and completion)

These invoices were coded to operating expense accounts when they should have been coded to account 200-1495 for capitalization with the other project expenditures.

The project was originally approved (funding to come from Water Replacement Reserves) at a cost not to exceed \$19,912.40. Of this amount \$4,848.00 was approved for TNT Industrial Contractors, Inc., for valve installation (see attached minutes from the March 16, 2014 Board meeting). Additional project costs were approved on June 17, 2014 in the amount of \$149.04. With the above addition of expenses, total project costs are:

- Groeniger (spool, coupling, gaskets, bolts, etc)	\$ 6,711.12
- TNT Industrial Contractors (installation)	11,945.22
- United Rentals (crane rental – not used)	271.30
- T & T Valve and Instrument, Inc (replacement valve)	<u>8,046.00</u>
TOTAL COST OF PROJECT	<u>\$ 26,973.64</u>

Per the project memorandum, the project required the use of a large crane (over 3 tons) for which Cal OSHA requires a certified crane operator. Several vendors had been contacted at the time of the project approval, but costs for the crane rental were not included in the initial or subsequent Board approvals. TNT Industrial provided the crane and the operator (Inv#11313 above).

INDUSTRIAL CONTRACTORS INC.
Contractor's License No. 622974

3600 51st Avenue Sacramento CA 95823
Phone 916.395.8400 Fax 916.395.8429

RANCHO MURIETA CSD
15160 JACKSON ROAD
P.O. BOX 1050
RANCHO MURIETA, CA 95683

CUSTOMER #: 00395
INVOICE #: 11313
INVOICE DATE: 02/11/15
DUE DATE: 03/13/15

PROJECT NO.: C20610
JOB: 5431
RMCSO-CRANE RENTAL
C20610
RANCHO MURIETA, CA

CODE	DESCRIPTION	CURRENT CONTRACT	PREVIOUS BILLED	PREV %	% COMPL	CURRENT BILLING
30-200	CRANE RENTAL	2,980.80			100.0	2,980.80
TOTALS:		2,980.80			100.0	2,980.80

NET DUE: 2,980.80

RECEIVED
RANCHO MURIETA
COMM. SERV. DIST

2015 FEB 17 P 1:37

[Handwritten Signature]

PAID
FEB 2 / 2015

BY: _____



Rancho Murieta CSD
 15160 Jackson Road
 P.O. Box 1050
 Rancho Murieta, CA 95683
 Phone: (916) 354-3700 Fax: (916) 354-2082

PURCHASE ORDER
No. C20610

Date: 01/05/2015
 Terms: Net 30
 Send PO to Vendor: No
 Continuing Only: No

TNT Industrial Contractors, Inc.
 3600 51st Avenue
 Sacramento, CA 95823

Ship To: Rancho Murieta CSD
 15160 Jackson Road
 Rancho Murieta CA 95683

Important: Our Purchase Order Number Must Appear on Every Invoice and Package


Qty	Description	Unit Price	Amount
1	Crane rental 200-5500-02	2,760.00	2,760.00

Confirming Order

Submitted By: David

Subtotal: \$ 2,760.00
 Shipping: \$ 0.00
 Tax Rate: 8.0% Tax: \$ 220.80
Total: \$ 2,980.80

Vendor subject to terms and conditions on both sides hereof.


 Authorized Signature
 Darlene J. Gillum, General Manager

For questions please call David

GREAT PLAINS A/P ENTRY FORM

#2

BATCH ID (HIT TAB)

VOUCHER NO. self populates

DOCUMENT TYPE (Defaults To Invoice)

DESCRIPTION 2nd day remob/coupling (30 Spaces)

VENDOR ID TNTINDCON

NAME (For Info Only)

REMIT~TO ID (Defaults to primary)

INVOICE NO. 11314 (20 Spaces)

INVOICE DATE 2/12/15

P.O. NUMBER

INVOICE AMOUNT 4116.42

DISCOUNT (Only Enter If We Are Taking A Discount)

1099 AMOUNT (Only Enter If Different Than Total)

TOTAL 4116.42

D I S T R I B U T I O N S		
ACCOUNT NUMBER	DEBIT	CREDIT
200-5550-02	4116.42	
200-2000		4116.42

Extensions Checked X

P.O./Contract Attached X

OR

P.O./Contract Attached To Previous Invoice

ACCT SUPERVISOR APPR

DIR. OF ADMIN APPROVAL

INDUSTRIAL CONTRACTORS INC.
 Contractor's License No. 622974

3600 51st Avenue Sacramento CA 95823
 Phone 916.395.8400 Fax 916.395.8429

RANCHO MURIETA CSD
 15160 JACKSON ROAD
 P.O. BOX 1050
 RANCHO MURIETA, CA 95683

CUSTOMER #: 00395
 INVOICE #: 11314
 INVOICE DATE: 02/12/15
 DUE DATE: 03/14/15

PROJECT NO.: C20668
 JOB: 5431
 RMCSD-2ND DAY REMOB/COUPLING
 C20668
 RANCHO MURIETA, CA

CODE	DESCRIPTION	CURRENT CONTRACT	PREVIOUS BILLED	PREV %	% COMPL	CURRENT BILLING
C001	2ND DAY REMOB/COUPLN	4,116.42			100.0	4,116.42
CHANGE ORDER TOTALS:		4,116.42			100.0	4,116.42

NET DUE: 4,116.42

RECEIVED
 RANCHO MURIETA
 COMPL. SERV. DIST.
 2015 FEB 17 P 1:37

FEB 27 2015

BY: _____



Rancho Murieta CSD
15160 Jackson Road
P.O. Box 1050
Rancho Murieta, CA 95683
Phone: (916) 354-3700 Fax: (916) 354-2082

PURCHASE ORDER

No. **C20668**

Date: 02/08/2015
Terms: Net 30
Send PO to Vendor: No
Confirming Only: No

TNT Industrial Contractors, Inc.
3600 51st Avenue
Sacramento, CA 95823

Ship To: Rancho Murieta CSD
15160 Jackson Road
Rancho Murieta CA 95683

Important: Our Purchase Order Number Must Appear on every Invoice and Package

Qty	Description	Unit Price	Amount
1	2nd day remobilization and coupling 5550-02	3,811.50	3,811.50

Submitted By: David

Subtotal: \$ 3,811.50
Shipping: \$ 0.00
Tax Rate: 8% Tax: \$ 304.92
Total: \$ 4,116.42

Vendor subject to terms and conditions on both sides hereof.


Authorized Signature
Darlene J. Giffum, General Manager

For questions please call David

MEMORANDUM

Date: April 4, 2014
To: Board of Directors
From: Improvements Committee Staff
Subject: Approve Chesbro Reservoir Drain Valve Replacement Proposals

RECOMMENDED ACTION

Approve the proposal from Groeniger/Ferguson Water Works, Inc., in an amount not to exceed \$6,562.08 for spool, coupling, gaskets, and bolt kits necessary to complete the installation. Funding to come from Water Replacement Reserves.

Approve the proposal from TNT Industrial Contractors, Inc., in an amount not to exceed \$4,848, for valve installation services. Funding to come from Water Replacement Reserves.

Approve the proposal from United Rentals, Inc., in an amount not to exceed \$400.32 for equipment rental. Funding to come from Water Replacement Reserves.

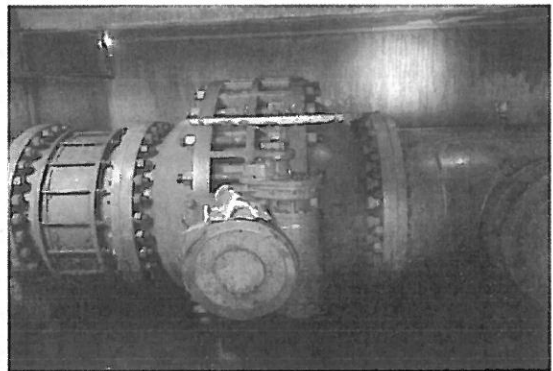
Approve proposal from T & T Valve and Instrument, Inc., in an amount not to exceed \$8,102, for the replacement valve. Funding to come from Water Replacement Reserves.

Total cost for the project is not to exceed 19,912.40.

BACKGROUND

The Chesbro Reservoir drain valve has been in operation approximately 31 years and is worn and leaking water at a rate of approximately 100 gallon per minute from Chesbro Reservoir into Clementia Reservoir. This valve cannot be serviced and is recommended for replacement. Due to the Water Treatment Plant Expansion Project tentatively scheduled to occur this summer, as well as to conserve water in the reservoir, staff recommends moving quickly to have this valve replaced.

As this project requires the use of a large crane, over 3 tons, Cal OSHA requires that a certified crane operator is necessary for operation. Therefore, several vendors were contacted. Below is a table of the costs solicited for the valve. Replacement parts were only received from Groeniger/Ferguson Water Works for the spool, coupling, gaskets, and bolt kits necessary to complete the installation. The District is requesting to obtain all necessary parts to avoid a contractor mark up for obtaining them themselves.



Chesbro Downstream Drain - 36" Butterfly Valve					
Vendor	Price	Taxes	Freight	Total	Availability
Frank A. Olsen	\$12,955.00	\$1,037.00	\$0.00	\$13,992.00	8-10 wks
Groeniger	\$9,100.00	\$736.00	\$100.00	\$9,936.00	1 wk or 8 wks
Southwest Valve	\$10,029.00	\$802.32	\$500.00	\$11,331.32	4-6 wks
T&T Valve & Instr.	\$7,450.00	\$651.88	\$0	\$8,101.88	3-4 weeks

Despite the individual costs not exceeding staff approval limit, the overall total of items and labor necessary to complete the project is over the General Manager's spending authority, as well as funding is from Replacement Reserves which requires Board approval.

Improvements Committee recommends approval.



**T&T Valve
and Instrument**

Quotation


Date: April 2, 2014
 Quote No: 140402-1TDW
 Validity: 30 Days

To: David Herrmann
 Rancho Murieta Community Services District
 Ph: (916) 870-5368
 Fx: (916) 354-3736

Customer PO:

Lead Time	Payment Terms	Shipping Terms	Shipping Point	Project Reference
3-4 Weeks	Net 30	Freight Allowed	Mars, PA	36" BFV

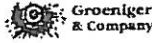
Line	Qty	Description	Unit Price	Ext. Price
001	1.00	36" GA Figure 804 Class 150B AWWA C504 Flanged Butterfly Valve with Buried Service Worm Gear Actuator and 2" Square Nut Operator. Features include ASTM A536 Grade 65-45-12 Ductile Iron body, field adjustable and replaceable EPDM seat with 316SS retainers, NSF-61 epoxy coated Ductile Iron disc with 316SS seat edge, 304SS shaft, U-cup self adjusting shaft seals, ANSI class 125 flanged ends, and NSF-61 approved interior and exterior 2-part epoxy coating 12mils DFT.	\$ 7,450.00	\$ 7,450.00

Quotation prepared by: 
 Todd Wolfe

Subtotal \$ 7,450.00
 Sales Tax
 Approximate Freight
 Total \$ 7,450.00

Pricing is based on the specifications provided to T&T Valve as of the date of this quotation. T&T Valve reserves the right to modify the pricing based on any subsequent changes to these specifications or addendum issued after this date. Standard equipment was quoted with no spare parts, no accessories, no special coatings and no special optional material were included in the price unless specifically detailed in the description. No warranty is made regarding the quantity or types of material. Shipping dates are approximate and are based on quantities available at the time of the quote. T&T Valve reserves the right to correct all stenographic or clerical errors or omissions in any quote.

Thank you for your business!



FERGUSON WW #1423
 DBA GROENIGER & CO
 7601 14TH AVENUE
 SACRAMENTO, CA 95820-3601

Deliver To: john.slaughter@ferguson.com
 From: John Slaughter
 Comments:

16:27:29 MAR 25 2014

FERGUSON ENTERPRISES INC 1423
 Price Quotation
 Phone : 916-381-6100
 Fax : 916-455-3402

Page # 1

Bid No.....: B214632
Bid Date....: 03/25/14
Quoted By.: JPS

Cust 916-354-3700
Terms.....: NET 10TH PROX

Customer: RANCHO MURIETA COMM SERV DIST
 P O BOX 1050
 RANCHO MURIETA, CA 95683

Ship To: RANCHO MURIETA COMM SERV DIST
 15160 JACKSON ROAD
 RANCHO MURIETA, CA 95683

Cust PO#...: QUOTE DAVE HERRMANN

Job Name: 36" SPOOL & CPLG

Item	Description	Quantity	Net Price	UM	Total
FPP36S	36X5'0 FLGXPE CL BT DI SPL	1	2760.000	EA	2760.00
SP-RRC40038303600	RC400 38.30X36.00 X 12 COUP	1	2200.000	EA	2200.00
N150FFG1836	36 NA 1/8 150# FF GSKT	2	138.000	EA	276.00
CXFBSFBVDAFP15036	36 150# BFV FLG BOLT SET	3	280.000	EA	840.00

Net Total: \$6076.00
Tax: \$486.08
Freight: \$0.00
Total: \$6562.08

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This quote is offered contingent upon the buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://wolseleyna.com/terms_conditionsSale.html.
 Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



tnt@tntindustrial.com, www.tntindustrial.com
3600 51st Avenue, Sacramento, CA 95823
916-395-8400, fax 916-395-8429

April 1, 2014

David Herrmann

Chief Plant Operator - Water and Wastewater
Rancho Murieta Community Services District
ph. (916) 870-5368
fx. (916) 354-3736

Re: Remove and Replace 36" Ball Valve and fitting.

Dear Mr. Herrmann:

TNT Industrial Contractors, Inc. is pleased to offer a price for the above referenced project. Our price includes the following scope:

We will remove the 36" ball valve and replace it with a 36" butterfly valve supplied by the district. This valve is part of your water treatment plant raw water supply line so you are requesting this project be completed in less than 5 hours after dewatering the pipeline. This is a tight schedule but can be made barring any unforeseen circumstances beyond TNT's Control.

We have quoted this project including the following items:

- Removal of the valve, flex coupling and a small section of pipe
- Installation of new butterfly valve, installation of 36" x < 5' of DI pipe and flex coupling
- DI pipe to be cut and fit by contractor including bituminous coal tar mastic touchup of cut end
- After installation is complete all items will be coated with bituminous coal tar mastic
- Haul old metal parts to our warehouse at 15160 Jackson Road

The District will provide the following new items:

- 1 - 36" butterfly valve F x F
- 1 - 5' DI pipe F x PE
- 1 - 36" flex coupling
- 2 - 36" flange bolt kits for BFV
- 1 - 36" flange bolt kit
- 3 - 36" flange gaskets, full face non-asbestos
- 4 gallons bituminous coal tar mastic

** TNT will not be responsible if incorrect material is provided.

This project is bid with prevailing wages.

For The Sum of: \$4,848.00

Sincerely,

John Morrill
TNT Industrial Contractors Inc.



RENTAL QUOTE

BRANCH 024
8565 ELDER CREEK RD
SACRAMENTO CA 95828
916-383-7475
916-383-6375 FAX

118563132

Job Site

RANCHO MURIETA COMMUNITY SVCS
15160 JACKSON RD
RANCHO MURIETA CA 95683

Office: 916-354-3700 Job: 916-354-3700

Customer # : 711088
Quote Date : 04/01/14
Estimated Out : 04/01/14 08:00 AM
Estimated In : 04/02/14 08:00 AM
UR Job Loc : 15160 JACKSON RD, RA
UR Job # : 1 - RANCHO MURIETA C
Customer Job ID: 1 - RANCHO MURIETA C
P.O. # : CHESBRO LAKE
Ordered By : DAVID HERRMANN
Written By : CHRISTOPHER SEALE
Salesperson :

RANCHO MURIETA COMMUNITY SVCS
DISTRICT
PO BOX 1050
RANCHO MURIETA CA 95683

This is not an invoice
Please do not pay from this document

RENTAL ITEMS:							
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
1	500/8820	PLUG TEST 20"-36"	125.00	125.00	325.00	825.00	125.00
1	500/1685	PLUG HOSE ROPE 20' WITH GAUGE	15.00	15.00	25.00	75.00	15.00
Rental Subtotal:							140.00
SALES/MISCELLANEOUS ITEMS:							
Qty	Item		Price		Unit of Measure		Extended Amt.
1	ENVIRONMENTAL CHARGE	[ENV/MCI]	.670		EACH		.67
1	DELIVERY CHARGE		110.000		EACH		110.00
1	PICKUP CHARGE		110.000		EACH		110.00
Sales/Misc Subtotal:							220.67
Agreement Subtotal:							360.67
Rental Protection:							19.60
Tax:							20.05
Estimated Total:							400.32

COMMENTS/NOTES:

DAVID HERRMANN 916-870-5368
CHESBRO LAKE - CAMINO DEL LAGO DR - RM

TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687)
WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION #
IN ORDER TO CLOSE THIS CONTRACT

Note: This proposal may be withdrawn if not accepted within 30 days.

THIS IS NOT A RENTAL AGREEMENT. THE RENTAL OF EQUIPMENT AND ANY OTHER ITEMS LISTED ABOVE IS SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S RENTAL AGREEMENT, WHICH MUST BE SIGNED PRIOR TO OR UPON DELIVERY OF THE EQUIPMENT AND OTHER ITEMS.

MEMORANDUM

Date: August 28, 2015
To: Board of Directors
From: Darlene J. Gillum, General Manager
Subject: Receive Update Concerning Proposed Solar Power Purchase Agreement

RECOMMENDED ACTION

No action - update only.

BACKGROUND

Recent activity:

1. Paul and I had a teleconference with Michael Carpol on 8/19/15 to address several items:
 - a. The upgrade to the electrical panel was discussed. The first step in estimating the upgrade sizing and cost is the site audit performed by Solar City.
 - b. Future growth in energy use was discussed and how it could be incorporated into the solar array and contract. Michael explained that expansion would basically be an entirely new contract as building in future projections of expansion does not fit with their financing model/structure and future installations will be governed by then existing regulations that may impact the terms of the deal. Michael did say that if the District is interested in potentially entering into a separate contract in the future for expanded power use that the required infrastructure and site work could be done now and built into the pricing of this PPA. The downside to this is adding cost to this contract, which will increase the PPA rate and reduce the power savings for growth that may not be needed for several years. However, Paul and Michael are working on resizing the Water Treatment Plant array to accommodate the expected increase in power used by the new water treatment process.
 - c. Paul asked about the possibility of adding the Rancho Murieta Country Club (RMCC) SMUD meter, located near the WWRP, to the WWRP array. Michael thought that aggregation of the two meters would not be allowed by SMUD but he is researching.
 - d. Michael informed us that the system appraisal values used in SolarCity's financing of the system have decreased recently, which may impact the price quotes provided. Our pricing is good through September 13, 2015. Michael said extending those quotes through September 16, 2015 won't be an issue. If the Board needs time beyond September 16, 2015 to make the decision to enter into the PPA or not, Michael will need

management's approval to extend longer. Michael is looking into the impact of the lower appraisal value on our pricing.

- e. The need to publish a 4217 Notice was discussed. The 4217 Notice stems from Government Code 4217.12 which allows a public agency to enter into an energy service contract provided that i) the governing body determines that it is in the best interest of the public agency and ii) the determination is made at a regularly scheduled public hearing, which has been noticed at least two weeks in advance. The District will publish the 4217 Notice on September 2, 2015 announcing the public hearing to be conducted on September 16, 2015.
 - f. Paul has done some research on the CEQA requirements for the two projects. While it may be possible to do a Mitigated Negative Declaration for the WWRP site, the Water Treatment Plant site lends itself to a more in-depth CEQA study due to its proximity to residential homes. We will bring forth a proposal from Atkins Global, the firm that conducted the CEQA study for the augmentation test well work a couple of years ago, at the September 16, 2015 Board Meeting. Dick Shanahan is also very knowledgeable in the CEQA process and will assist in the District's CEQA study.
2. Dick Shanahan and I have a teleconference with SolarCity on Monday, August 31, 2015, to discuss the District's proposed revisions to the PPA and the SolarCity Performance Guarantee.

MEMORANDUM

Date: August 27, 2015
To: Board of Directors
From: Paul Siebensohn, Director of Field Operations
Subject: Receive Temporary Filtration Decommissioning Update

RECOMMENDED ACTION

No action - update.

BACKGROUND

We are planning to take the temporary filtration system offline on September 11, 2015. This is the end of the four (4) month commitment period we agreed to when we procured the temporary filtration. In addition to eliminating the daily rental costs for the temporary filtration system, disconnecting the temporary filtration system facilitates necessary work towards the completion of the Water Treatment Plant Expansion Project.

Once the temporary filtration system is taken offline, it releases the electrical contractor to conduct necessary work on the electrical systems for the expanded Plant #1 treated water booster pump station. This work is critical in the timeline of commissioning as it subsequently releases TESCO Controls to come in to begin their commissioning activities for the project.

Decommissioning the temporary filtration system leaves the District with the sole capacity of Plant #2, rated at a nominal capacity of 2 million gallons per day. I have evaluated the current demands and projected forecasts in making the determination to decommission on September 11, 2015. As we move into shorter daylight hours and cooler nights, irrigation will likely be curbed further. We will be ramping up our water waste patrols to ensure community cooperation with our District water irrigation schedule allowance of two days per week.