



RANCHO MURIETA COMMUNITY SERVICES DISTRICT

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

AGENDA

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

REGULAR BOARD MEETING

September 16, 2020

Call to Order/Closed Session 3:30 p.m. and Open Session 5:00 p.m.

This meeting will be held remotely in accordance with Governor Newsom Executive Order N-29-20.

See instructions on page two.

BOARD MEMBERS

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

STAFF

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

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

September 16, 2020

REGULAR BOARD MEETING

Call to Order/Closed Session 3:30 p.m. and Open Session 5:00 p.m.

This meeting will be held via ZOOM video conference only pursuant to Governor Newsom Executive Order N-29-20. You can join the conference by (1) logging on to <https://us02web.zoom.us/j/81542612892>, entering Meeting ID no. 815 4261 2892, and using the audio on your computer, or (2) dialing into 1-669-900-9128 and entering the meeting code 815 4261 2892. Those wishing to join with audio only can simply call the telephone number above and enter the code. Participants wishing to join the call anonymously have the option of dialing *67 from their phone. **PLEASE NOTE – MOBILE DEVICE USERS MAY NEED TO INSTALL AN APP PRIOR TO USE AND MAC AND PC DESKTOP AND LAPTOP USES WILL REQUIRE YOU TO RUN A ZOOM INSTALLER APPLICATION – PLEASE FOLLOW DIRECTIONS AS PROVIDED BY ZOOM. IT IS RECOMMENDED YOU ATTEMPT TO LOGIN AT LEAST 5 MINUTES BEFORE THE START OF THE MEETING.**

AGENDA

ESTIMATED RUNNING TIME 5:00

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

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

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

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

3. CLOSED SESSION

Closed session conference with legal counsel for anticipated litigation (Government Code section 54956.9(d)(4)) - consider initiation of litigation involving five or more potential cases.

Under Government Code 54957: Public Employee Performance Evaluation of the General Manager.

4. OPEN SESSION/REPORT ACTION FROM CLOSED SESSION

5. CONSENT CALENDAR (Motion) (Roll Call Vote) (5 min.) All 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 Board Meeting and Committee Meeting Minutes
 - 1. August 19, 2020 Regular Board Meeting Minutes
 - 2. September 1, 2020 Improvements Committee Meeting Minutes
 - 3. September 1, 2020 Finance Committee Meeting Minutes
 - 4. September 3, 2020 Communications and Technology Committee Meeting Minutes
 - 5. September 3, 2020 Security Committee Meeting Minutes Approval of Bills Paid Listing
- B. Approval of Bills Paid Listing
- C. Adoption of Updated Check Signing Requirements
- D. Adoption of Resolution R2020-06 approving Encroachment Agreement with Murieta Marketplace Associates, LLC, and Cosumnes Irrigation Association
- E. Approval of Contract with Richardson and Company, LLP Auditing Services

6. STAFF REPORTS (Receive and File)

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

7. REVIEW DISTRICT MEETING DATES/TIMES FOR OCTOBER 2020

- A. Communications – October 1, 2020 at 8:30 a.m.
- B. Security – October 1, 2020 at 10:00 a.m.
- C. Personnel – October 6, 2020 at 7:30 a.m.
- D. Special Finance – October 2, 2020 at 10:00 a.m. (One Time Date Change)
- E. Improvements – October 6, 2020 at 8:00 a.m.
- F. Regular Board Meeting – October 21, 2020 - Open Session at 5:00 p.m.

8. CORRESPONDENCE

9. COMMENTS FROM THE PUBLIC

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

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

minutes to speak. Speakers presenting opinions of groups or organizations shall have 5 minutes per group.

10. CONSIDER ADOPTION OF RESOLUTION TO AUTHORIZE THE DISTRICT TO INITIATE FORECLOSURE PROCEEDINGS ON FIVE PROPERTIES RELATING TO MELLO-ROOS CFD NO. 2014-1 (Discussion/Action) (Motion) **(Roll Call Vote)** (10 min.)

11. CONSIDER ADOPTION OF ORDINANCE 2020-03 AMENDING DISTRICT CODE CHAPTER 15 (SEWER CODE) REGARDING UPDATES AND REVISIONS TO VARIOUS PROVISIONS (Discussion/Action) (Motion) **(Roll Call Vote)** (10 min.)

12. DISCUSS SECURITY DEPARTMENT REVENUE, FUNDING, AND SERVICE OPTIONS (Discussion/Action)

13. DIRECTOR COMMENTS/SUGGESTIONS

In accordance with Government Code 54954.2(a), directors and staff may make brief announcements or brief reports of their own activities. They may ask questions for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda.

14. ADJOURNMENT (Motion)

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

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

Note: This agenda is posted pursuant to the provisions of the Government Code commencing at Section 54950. The date of this posting is September 11, 2020. Posting locations are: 1) District Office; 2) Rancho Murieta Post Office; 3) Rancho Murieta Association; 4) Murieta Village Association.



RANCHO MURIETA COMMUNITY SERVICES DISTRICT REGULAR BOARD MEETING MINUTES

August 19, 2020

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

1. CALL TO ORDER/ROLL CALL

President Maybee called the Regular Board Meeting of the Board of Directors of Rancho Murieta Community Services District to order at 5:00 p.m. via ZOOM conference per Governor Newsom's Executive Order N-29-20. Directors present were Tim Maybee, Randy Jenco, Linda Butler, and John Merchant. Also, present were Tom Hennig, General Manager; Paul Siebensohn, Director of Field Operations; Michelle Ammond, Interim Controller; Richard Shanahan, District General Counsel; and Amelia Wilder, District Secretary.

2. CONSIDER ADOPTION OF AGENDA

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

3. APPOINTMENT OF NEW DIRECTOR

President Maybee gave a brief review of the vacancy of the Board and the upcoming election. There was a discussion and clarification of the process with audience members. The District will have two seats available for the November 2020 election, Director Merchant and former Director Clark. The period for candidates to file ended on August 7, 2020, and there were two people who filed, making this a "walk over election" and leaving the two seats to be filled with the candidates who filed. The two candidates were Director Merchant and Martin Pohll. These seats will not be listed on the ballot. Since the election date is so close, District staff checked with the County Registrar of Voters and learned that the Directors could choose to appoint Mr. Pohll before December. **Motion/Jenco to appoint Martin Pohll as the new Director. Second/Butler. Roll Call Vote: Ayes: Maybee, Jenco, Merchant, Butler. Noes: None. Absent: None. Abstain: None.** The District Secretary administered the Oath of Office to Martin Pohll.

4. CONSENT CALENDAR

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

5. STAFF REPORTS

Under Agenda Item 5A, Tom Hennig, General Manager, gave a brief summary of activities during the previous month, including an update on the current COVID-19 situation and reported no additional cases of the virus confirmed in Staff. The reopening situation remains the same, Staff is waiting for State and County guidelines to be updated. The District has spent \$31,518 in response to the virus. He continued with an update on the quality of water in Laguna Joaquin, and the current Midge Fly situation. Residents have signed a petition and submitted it to the District about resident concerns. The District is taking this issue very seriously. We have scheduled a meeting with the CIA Ditch to discuss fresh water going into the Basin. We have also scheduled a meeting with Sacramento Yolo Vector Control, plus we are planning to treat the basin for Midge Flies.

Mr. Hennig and Paul Siebensohn, Director of Field Operations, met with Riverview, RMA and RMCC to discuss grading. The District plans to attend all meetings in the future.

He reported that the District is also scheduled for De-Escalation/Customer Service Training, Brandon Arino, Patrol Officer, assisted the Fire Department in extinguishing a fire and Elizabeth Richardson has been hired as Office Assistant I.

Under Agenda Item 5B, Michelle Ammond, Interim Controller, updated the Board on the status of the District's finances. She also reported the District has zero lock offs and we have had zero Pay Agreements requested by residents who may be affected by the Corona Virus. Some of the aging accounts have been paid since the report was published.

Under Agenda Item 5C, Tom Hennig gave a brief overview of the operations updates and incidents of note, in Jeff Werblun's absence, stating we purchased an additional iPad to use at the gate to check in July 4th FastPass visitors, although traffic at the gates was light. There were some parties on the holiday, including one large party that required off duty Sherriff's Deputies (hired by the District to assist with the Holiday) to respond to. Mr. Hennig has asked Chief Werblun to look into purchasing defibrillators. There was a vegetation fire under the wooden bridge July 17, 2020. There was also vandalism at Chesbro on the 17th. We have since installed surveillance cameras in the area. The worksheet detailing the calls for service will be redone. He clarified the types of calls our Officers respond to. Mr. Hennig received an email on August 10 from a resident reporting that several cars were spotted going into Chesbro on the evening of August 10. The District was not called at the time. We appreciate calls from residents so that we can respond to incidents. Director Butler asked if we could patrol the area more frequently. Mr. Hennig reported that we have increased the frequency of patrols. Director Maybee commented that the number of incidents graph needs work. He continued by mentioning he thought that Security Officers are not trained or properly outfitted for fire-fighting, and he was looking for the specific number of audits that were done per the Body Camera Policy.

Under Agenda Item 5D, Paul Siebensohn, Director of Field Operations, gave a brief summary of the utilities update including our water use has increased due to the heat. He stated we have a 17.7% decrease in our 2013 baseline, which is close to our goal of a 20% decrease by 2020. We will begin tagging residents who are using too much water. The District will be treating Laguna Joaquin for Midge Flies. The District has spent \$102,101.23 so far toward the Chlorine to Sodiumhypo Chlorite conversion project. There was a leak below the Granlees Dam area in the CIA ditch that was repaired. We have received a packet on the Water Rights Renewal. He continued with his development report, stating the Retreats East and North is working on a tentative map extension. We have not received the signed Encroachment Agreement from Murieta Marketplace concerning the Bel Air sign. There is a detailed update on development on the website at <https://www.ranchomurietacsd.com/development-projects>.

6. REVIEW AUGUST 2020 BOARD/COMMITTEE MEETING DATES/TIMES

No Update.

7. CORRESPONDENCE

In response to the petition received from Judith Embree, Jane Hall, Marlene Hensley and Bobbie Fite Regarding Laguna Joaquin water quality, there was a discussion reiterating the meetings that are being scheduled with Vector Control and the CIA Ditch. Director Merchant asked if Vector Control could do a total evaluation. Residents added their concerns and Director Butler reminded the Board that this has been a problem for years. Director Merchant commented that we no longer receive adequate water from the CIA Ditch to flush the lake,

and all we get is to provide maintenance to the CIA Ditch. The problem is compounded by all of the water from the lake that is being used for irrigation. This is the smell that is impacting the houses near the lake. He would like to know before the next Finance Committee meeting how much the CIA Ditch has cost the District in the last five years. Director Pohll and Mr. Siebensohn discussed fresh water rerouting options. President Maybee suggested an Ad Hoc Committee be formed to discuss this matter further. John Sullivan added some history about the basin. Stating that the availability of a higher quality of water does not exist after late July. Richard Gehrs commented that, as a resident of the Village, he does not want to pay for Laguna Joaquin issues.

8. COMMENTS FROM THE PUBLIC

Resident Crystal Matters asked about providing air raid sirens to alert residents of emergencies. President Maybee explained that there is a system in Sacramento County, and the Sacramento County Sheriff manages it. Rancho Murieta CSD does not play a role in any of that. There are numerous automated systems (reverse 911) to alert residents of an emergency. Ms. Matters would like us to ask for the authority to activate a system. Mr. Maybee commented that we have had that conversation and there is a system in place.

9. CONSIDERATION FOR COMMITTEE ASSIGNMENTS

President Maybee assigned Martin Pohll to the Improvements Committee.

10. PUBLIC HEARING TO CONSIDER PLACING DELINQUENT ACCOUNTS ON TAX ROLL OF SACRAMENTO COUNTY FOR COLLECTION

Tom Hennig, Director of Administration, gave a brief description of the recommendation to place delinquent accounts 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. This is done annually in August, and there is only one account that will be placed on the tax roll this year, MRK Developments.

President Maybee opened the public hearing at 6:41

President Maybee closed the public hearing at 6:42

Motion/Maybee to adopt Resolution R2020-05, a Resolution Authorizing Collection and Requesting Inclusion of Delinquent Rates, Special Taxes, Charges and Penalties for Drainage and Security Service on the Tax Roll for the Forthcoming Fiscal Year in the Same Manner as the General Taxes. Second/ Jenco. Ayes: Maybee, Jenco, Merchant, Pohll. Noes: None. Absent: Butler. Abstain: None.

11. INTRODUCE ADOPTION OF ORDINANCE O2020-03 AMENDING DISTRICT CODE CHAPTER 15 (SEWER CODE) REGARDING UPDATES AND REVISIONS TO VARIOUS PROVISIONS

Paul Siebensohn spoke briefly about the revisions noting that the Code had been approved by the Improvements Committee. **Motion/Maybee introduce adoption of Ordinance O2020-03 amending District Code Chapter 15 (Sewer Code) regarding updates and revisions to various provisions and waive the full reading. Second/ Jenco. Ayes: Maybee, Jenco, Merchant, Butler, Pohll. Noes: None. Absent: None. Abstain: None.**

12. DISCUSS SECURITY RATE STUDY OPTIONS AND TIMELINE

Tom Hennig gave a brief history of the Security Tax, which is capped at a 2% annual increase, including that the District has been supplementing the Security Department from general funds for about 10 years. He then discussed going back to the voters to raise the tax. His hope is to have a public discussion to decide what the

Board wants to do. Mr. Maybee added that this needs to be looked at from both a fiscal and a level of service standpoint. Mr. Jenco added that there can only be three or four possible outcomes. President Maybee noted that there will be meetings with some of the stakeholder groups, and while this may not happen this year we have to have a plan to get us out of the current fiscal situation. Mr. Merchant commented that he would like to agree on the services we are going to provide in order to assess how much it will cost. We will put it on a referendum, then let the voters decide. He also thinks it is important to segregate gates from patrol operations and that security inside the gates is different than outside the gates. Mr. Maybee asked callers to put their specific questions or comments in an email to Tom Hennig (thennig@rmcsd.com) or him (tmaybee@rmcsd.com).

13. DIRECTOR COMMENTS/SUGGESTIONS

- Director Jenco asked about a potential Ad Hoc Committee for Laguna Joaquin, wondering specifically what the Board wanted the Improvements Committee to do. Mr. Maybee instructed the Committee to continue doing what they are doing.
- Director Butler added she liked the idea of an Ad Hoc Committee and thought that who owns the CIA Ditch is important.
- Director Merchant thought that it might be better to have a second Improvements Committee so this stays out in the open.
- Director Pohll thanked the Board for allowing him to join.

14. ADJOURNMENT

Motion/Maybee to adjourn at 7:26 p.m. Second/Jenco. Ayes: Maybee, Jenco, Butler, Merchant, Pohll. Noes: None. Absent: None. Abstain: None.

Respectfully submitted,

Amelia Wilder
Recording Secretary

MEMORANDUM

Date: September 8, 2020
To: Board of Directors
From: Improvements Committee Staff
Subject: September 1, 2020 Improvements Committee Meeting Minutes

1. CALL TO ORDER

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

2. PUBLIC COMMENT

None.

3. MONTHLY UPDATES

Paul Siebensohn, Director of Field Operations, gave a brief overview of project updates. He noted that there had been a lightning strike that caused the District to lose our SCADA system and tank levels. Thanks to the diligence of our Chief Plant Operator, we were able to recover quickly. We are working with our SCADA vendor to provide a system to alert us if there is another incident. We have received and signed our packet for the Water Rights Renewal and will be returning it to our consultant for submittal. Work on the Chlorine to Sodium Hypochlorite is continuing. The 6B sewer lift station backpanel is built and is scheduled for installation. Plans for lot 11 have been approved by Coastland, and the project is moving forward. FAA Business Park is continuing to build the buildings and will be requesting water soon. The Residence of Murieta Hills East will need to submit an application before continuing any work with the District. John Sullivan asked for a grading plan for the Riverview project between lots 21 and 95 around Karsten Drive. Mr. Siebensohn will send a request to the Riverview developer to update to Baker Williams per John's request. Director Jenco clarified that the District is only checking the grading plans at Riverview. Mr. Siebensohn confirmed that the District only has purview of the Water, Sewer, and Drainage plans, but will work to facilitate other questions or concerns.

4. LAGUNA JOAQUIN UPDATE

Mr. Siebensohn discussed Laguna Joaquin, noting that there is still water from the Cosumnes River going into the basin. The District is planning more Midge Fly treatments, taking the number above what we normally provide in a season. Staff met with Sacramento Yolo Vector control, who recommended using the liquid product at the maximum application rate. We are now using a vendor to do this work as our District equipment has failed and is on backorder. He continued with a discussion of the recommendations of the Sac/Vector Control. They recommended:

- a. Drawing down the reservoir so the mud on the sides and banks would dry out and kill the larvae. This action would not be practical at this time because water is precious until the rainy season comes.
- b. Add bright lights away from where people live to attract insects.
- c. Trapping system to monitor what kinds of insects are out there and their density. This I being tested today.
- d. Dredging the basin to remove silt at the bottom where the larvae live. Tom Hennig, General Manager, is working with Sac County Waste Management to dispose of the sludge.

Mr. Siebensohn then reviewed the document that Lee Lawrence had prepared for the District when he was employed here. He discussed the potential solutions that an Ad Hoc Committee looked at in 2016. These included:

- a. Add fountains.
- b. Dredge the lake
- c. Filter the water.
- d. Raise the dam to deepen the lake.
- e. Use Aqua Shade dye.
- f. Change the irrigation system.
- g. Public education – don't over-fertilize.
- h. Change the drainage system.

Richard Gehrs asked where the money came from. Mr. Siebensohn let him know that it comes from the nominal Drainage Budget. John Sullivan asked what product was being used to control the Midge Flies. Mr. Siebensohn let him know it was Vectobac 12 AS. Mr. Hennig added that the liquid we are using works better than the pellets according to Vector control. Director Pohll wondered if we are doing any treatment for algae. Mr. Siebensohn answered that when RMA asks for it, the District treats the algae. Mr. Gehrs brought up agreements from 1987 and 1994, discussing the cost for raw water to RMA. Mr. Siebensohn said that District needs to recoup its costs via the rates RMA pays for raw water rate. This will be addressed in the raw water study planned for next spring. Mr. Jenco mentioned that Ed Crouse had updated the charges to the raw water rate. He asked if the attempt was to put the cost for the solutions in raw water. Mr. Hennig reviewed RMA's water right that uses water going into the CIA Ditch. We have a meter that tracks the water being used by the RMA out of Laguna Joaquin, and they are being charged for it. There is Staff assigned to reviewing the information. Mr. Jenco still asked why all of these charges are being added into the raw water charge. He mentioned that the complaints are not just about the Midge Flies. There are complaints about the odor of the water that is being used to irrigate. Mr. Hennig said that by the time the Prop 218 notices come out in the spring, we would have a better idea of what the options would be. Mr. Jenco reminded Staff that we have a customer buying water from the basin. He asked how close we are to having a rate study. Mr. Siebensohn said that he is planning a meeting with CIA Ditch that has concerns about recouping costs also. There are several entities involved in this discussion.

5. UPDATE ON ENCROACHMENT AGREEMENT

Mr. Siebensohn gave a brief review of the Encroachment Agreement for the CIA Ditch that is under the Bel Air sign on Hwy 16. The Committee agreed that this item should go to the Board for approval. ***This item will be on the September 16, 2020 Board Meeting agenda.***

6. RMA WOODEN PEDESTRIAN BRIDGE PARCEL CONVEYANCE UPDATE

Mr. Siebensohn reviewed the history of the bridge with the Committee as part of the work to get the bridge done. He noted the land was granted to the District with the intent to grant the land back to the RMA. The title work has been completed. The intent is to send this back to RMA. Mr. Hennig has been appointed as the real property negotiator by the Board. The CIA has an interest in the northern part of the bridge where there is a CIA pipe that runs through the support of the bridge, and there needs to be a condition attached to it saying both parties are covered. John Sullivan mentioned that on the title report included in the packet had an attachment that was a county document, which was the grant deed that went back to the beginning of Rancho Murieta. This document goes back to 1973. The document spelled out the original intentions of the water rights at that time. Mr. Sullivan said the CIA is satisfied.

STIMULUS PROJECT UPDATE

Mr. Siebensohn informed the Committee that there was no update. Congress is in gridlock on a stimulus plan. Regional Water Authority has created a page on its website with a queue, and we have our projects listed.

7. DIRECTOR AND STAFF COMMENTS/SUGGESTIONS

Mr. Siebensohn announced there are a lot of projects and improvements that will need to be completed this winter. There is significant corrosion in the Dissolved Air Filtration system at the wastewater plant, which could turn into a major project if we start uncovering more corrosion issues.

Tom Hennig mentioned that Staff is doing a lot of clearing of drainage areas, and there is a lot of water from the resident's irrigation that is making these areas too wet to clear. We are tagging those houses, asking customers to irrigate less, so those areas can dry out, and Staff can clear the drainage areas.

Director Pohll asked if we had responded to the people who sent the petition about Laguna Joaquin. Mr. Hennig has responded to them.

Director Jenco commented that after hearing the projects that may need to be completed this winter, it is essential to get going on the reserve study. We need to know where we stand and will need to have the funds to handle anything that may pop up.

8. ADJOURNMENT

Director Jenco adjourned the meeting at 9:10 a.m.

MEMORANDUM

Date: September 8, 2020
To: Board of Directors
From: Finance Committee Staff
Subject: September 1, 2020, Finance Committee Meeting Minutes

1. CALL TO ORDER

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

2. COMMENTS FROM THE PUBLIC

None.

3. DISCUSS CHECK DUAL SIGNATURE REQUIREMENTS

Tom Hennig, General Manager, informed the Committee that in an attempt to reduce the workload on Board members, Staff is proposing that dual signatures should only be necessary for checks in an amount greater than \$10,000. If there are no issues with this new practice, the amount will increase to \$25,000 on January 1, 2021. The Committee approved this item. ***This item will be on the September 16, 2020 Board Meeting agenda.***

4. RANCHO MURIETA GOLF COURSE AND RANCHO MURIETA PROPERTIES, LLC SECURITY AND DRAINAGE TAX APPEAL

Mr. Hennig stated that Staff has been reviewing all of the documents related to this matter. We put an 80-page packet together and provided a copy to Mr. Sullivan and Mr. Martel, allowing them to review the document and comment. John Sullivan commented that he is not satisfied and believes the District increased the rates in 2008-09. He spoke about a lawsuit and settlement around this time. He thinks he is being overbilled. Mr. Hennig commented that the Ordinance for Measure J listed a base rate, which is allowed to be increased by 2% per year. The initial rate allowed for \$16.59 to be charged per acre. The District charged \$13.19 per acre. When they adjusted the rate in 2008-09, the adjustment was an additional 2% per year, with a beginning rate of \$16.59. Mr. Sullivan continued with a discussion about a lawsuit and settlement that reduced the rate. Mr. Hennig repeated that not once has the District charged more than we were legally allowed to charge according to Measure J, which was approved by all the voters. John Merchant added that he had spoken with two former General Managers and our legal counsel. Director Maybee asked if our legal counsel had reviewed these documents. Mr. Hennig said that we were waiting for a response from Rancho Murieta Country Club and Rancho Murieta Properties. Mr. Maybee recommended that we send this to Mr. Shanahan for review. There will be a follow-up meeting after legal review.

5. SECURITY STAFFING UPDATE DISCUSSION

Mr. Hennig began the discussion by informing the Committee that we are getting ready for three vacancies in the Patrol Department. The Chief and Sergeant have started taking regular shifts. We are still using PDF for contract services and will continue to do so.

Director Merchant mentioned that we are at a place where we need to formulate a roadmap for fixing the staffing issue in the Security Department. Director Maybee added that these issues are being discussed in the Finance Committee as well. It will be sooner rather than later to decide what can be done. We have reached out to RMA, and other stakeholders to hold a meeting. Director Merchant recommended bringing the financial data to the Board to begin discussing a referendum or working within the existing budget constraints, which would mean telling the community that there is going to be a significant impact on services. Director Maybee said that he agrees we are ready to take this to the Board. John Sullivan expressed his concerns for the desires of the voters on Measure J and wanted to discuss options inside and outside the gate.

This item will be on the September 16, 2020 Board Meeting agenda.

6. COVID-19 FINANCIAL IMPACT

District Secretary Amelia Wilder updated the Committee on the financial impacts of the pandemic on the District, which include equipment, COVID-19 testing, and time off for sick leave. The total cost has increased by \$2,681 since last month's update. Mr. Hennig added that the District has not had any new cases and that we held De-Escalation/Customer Service Training in the Board Room practicing social distancing.

7. DISCUSS AWARD FOR PROFESSIONAL AUDITING SERVICES RFP

Mr. Hennig stated that we had been using Larry Bain as our auditor for several years and last year's audit was very difficult with staff turnover. The Governmental Financial Officers Association recommends changing Auditors every five years. The District had eight respondents to the RFP we published, five of which met our requirements. The finance staff is ranking the RFP's now. We want to bring the contract to the Board in September. The budget is \$25,000, and it will come from the General Administration fund. The Committee recommended moving this to the Board. ***This item will be on the September 16, 2020 Board Meeting agenda.***

8. DIRECTOR AND STAFF COMMENTS/SUGGESTIONS

Director Maybee thanked Staff for getting items to Directors in a timely, professional manner.

Tom Hennig welcomed Cindy Chao back to the team after maternity leave, and he thanked Michelle Ammond for all of the work she has done for the District in Cindy's absence. Michelle will remain with the District to finish some projects.

9. ADJOURNMENT

The meeting was adjourned at 11:02 a.m.

MEMORANDUM

Date: September 14, 2020
To: Board of Directors
From: Communication & Technology Committee Staff
Subject: September 3, 2020 Communication & Technology Committee Meeting Minutes

1. CALL TO ORDER

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

2. COMMENTS FROM THE PUBLIC

None.

3. MONTHLY WEBSITE AND SOCIAL MEDIA UPDATE

Amelia Wilder, District Secretary, gave an update of the statistics related to the number of visits per page to Facebook and RMCSD.com. Director Merchant asked for clarification of the web site usage graph. He wanted to know if the new users were counted in the users column. Ms. Wilder will follow up for next meeting.

4. FOLLOW UP ON THEFT AND VANDALISM

Tom Hennig, General Manager, informed the Committee of the results of his meeting with Kevin Hubred, the new General Manager of RMA. They discussed the following strategies to reduce future vandalism:

- Targeted Enforcement
- Hot spot patrolling
- Meet with Sheriff's department to discuss concerns.

He continued with a mention of the Golf Cart issues with speeding and underage drivers. He stated we have put cameras up at Chesbro and have not had trouble out there since. We are working on solutions for getting power to the new cameras monitoring the village traffic.

Director Butler pointed out that the speed limit is 10 MPH on the cart path and no one goes that speed. The signs are mostly gone. She would like to see some more monitoring and signage. This is RMA's property. Director Merchant mentioned that the problem is compounded because the path is narrow and used by bicyclists, joggers, walkers and golf carts. It is a speedway.

5. DISCUSS EMPLOYEE BADGES

Tom Hennig updated the Committee that employees of the District will begin wearing badges. Director Merchant asked if it made sense to link the badges to employee login. Mr. Hennig commented that we could add RFID to the badges, but it is not necessary at this time. Mr. Hennig thanked Maimie Chyinski, Accounting Assistant, for all of her work on the badges.

6. COVID-19

Tom Hennig reviewed the opening instructions prepared by Elizabeth Richardson, Office Assistant I, which details the steps the District is prepared to take when we reopen to the public. These include signs that we will have for the floor to remind people of social distancing protocols. He mentioned that the District

will host a polling place and that the ballot box where people can drop off ballots will be moved outside every morning and inside at night. There are cameras at the building that monitor activity at the dropoff ballot box. Director Merchant asked if employees can be in the office. Mr. Hennig replied that we are following the Governor's orders. We are working from home as possible, and social distancing when in the office with facemasks in halls and corridors, plus an employee wipes down all doorknobs and surfaces in the District Office three times a day.

7. UPDATE ON RESERVOIR INFORMATION AND EDUCATION COMMITTEE (RIEC)

Director Butler updated the Committee on the progress of the RIEC, stating they will have their next meeting on September 17th. At this meeting, the Committee will work on what has been done for Reservoirs and Lakes and the history of Rancho Murieta. She tied in the current concerns at Laguna Joaquin, stating that she is hopeful to use the work that is being done on the Improvements Committee.

8. DIRECTOR AND STAFF COMMENTS

Tom Hennig began with a discussion of the steps taking place to reduce the Midge Fly population at Laguna Joaquin. Tom noted that some people think the liquid is not as effective as the pellets, but in his meeting with Sacramento Yolo Vector Control, he learned that the liquid is more effective when applied correctly. He also has reached out to the residents who wrote the letter and petition about the quality of Laguna Joaquin. There have always been Midge Flies. We are addressing them. Director Merchant asked if we would continue to update the website with actions that we are taking. A dedicated page has been added.

Mr. Merchant continued with comments on the Security tax and the need to communicate to residents what is going on. He would like to add a Security page to the District's website.

Director Butler commented that she and Amelia Wilder have been working on a template for the Pipeline and plan to add Committee Meeting highlights. She continued with comments about the Basin problem. She hopes the District won't stop with the Midge Flies and will continue to look at the whole problem. Mr. Hennig assured her this will not stop at Midge Flies. We are going to engage someone to look at the whole drainage system. We are investigating dredging the sludge, which will reduce the area where the Midge Flies lay their eggs. Mr. Merchant added that this is an extensive problem involving several entities, and it is being worked on. Paul Siebensohn, Director of Field Operations, informed the Committee that he has been receiving multiple calls from residents concerned with Midge Flies due to a posting on Next Door telling residents to call him. Mr. Merchant said that he would take care of the posting and discussed the hurdles the District experienced trying to get an account in the past.

9. Adjournment

The meeting adjourned at 9:04 a.m.

MEMORANDUM

Date: September 9, 2020
To: Board of Directors
From: Security Committee Staff
Subject: September 3, 2020, Security Committee Meeting Minutes

1. CALL TO ORDER

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

2. COMMENTS FROM THE PUBLIC

Richard Gehrs noticed there's only one Board Member on the Security Committee. President Maybee explained that the new Board member, Martin Pohll, was best suited for the Improvements Committee. A Board member will be assigned to the Security Committee at the beginning of the new year.

3. MONTHLY UPDATES

Tom Hennig, General Manager, explained that Chief Werblun is out on leave right now, and there was not adequate time to create this document. There is no update this month.

4. UPDATE ON SURVEILLANCE CAMERA PROGRAM

Mr. Hennig reported that we added cameras at Chesbro that keep an eye on the buoys around the water intake system as well as a camera that allows us to monitor traffic. We are adding cameras to the entrance of the Village. We are working on getting power to these cameras.

Crystal Matters asked about the lack of transparency in a previous report, and will there be a subsequent meeting? Mr. Hennig responded that we recently upgraded the new system on the calls, and we are not yet skilled at running the reports. We rely on the Chief to provide the report, so we are looking at different ways to run the report. There will be a Security Report at the Board Meeting. We are looking at options for bringing in an interim chief.

Mr. Maybee clarified that there is not a transparency issue. This is a staffing and software issue.

5. VIDEO RELEASE POLICY

Mr. Hennig gave a brief overview of the policy and why it was created. Staff would like to take this to the Board for approval. Richard Gehrs commented that he did not agree with the policy because he felt his privacy would not be respected and was not addressed in the policy. He was also concerned about the release of the videos. Mr. Maybee commented that the District had cameras for many years, and the intent is to tighten up the policy. He invited Mr. Gehrs to submit his comments for changes to the policy for consideration. Mr. Hennig assured him that we do not have any cameras that are invading anyone's privacy as they are all pointed at public roads. He also stated that CSD has been working with the Village to get a camera installed. The Committee recommended this be moved to the Board. ***This item will be on the September 16, 2020 Board Meeting agenda.*** (note – this item was removed from the agenda to allow time to review Mr. Gehrs comments and suggestions)

6. BODY CAM VIDEO TRAINING REVIEW

Director Maybee started with a question concerning the total number of body camera videos reviewed. Sergeant Tompkins stated that he randomly reviews body camera video once a week, noting that many of the videos were accidental and did not contain any evidence that would be of value. These videos are deleted to save space on the camera. Mr. Hennig added that he instructed Sergeant Tompkins to create a written process to memorialize the types of calls and evaluation process of the officers. We are looking at adding this review into the evaluation process of the officers.

Director Maybee said he would like:

- Total number of videos we reviewed?
- Is it isolated issues?
- Or System Trends?

He noted that our interaction with the customer is critical of how we are perceived or how we need to improve our standing within the District. We will have the appropriate training moving forward.

Crystal Matters asked for clarification on the topics above. Mr. Maybee kindly reiterated the above. Mr. Hennig mentioned that all patrol and gate officers have video footage that gets reviewed.

7. GOLF CART ENFORCEMENT ACTIVITIES

Mr. Hennig reviewed his interactions with the new General Manager of RMA. CSD continues to work on:

- Targeted Enforcement
- Increased ability to enforce the rules
- Cameras at Chesbro
- Golf Cart speeding enforcement
- Issues at Riverview Park

He will be working with the new General Manager to resolve these issues.

8. JOINT SECURITY COMMITTEE UPDATE

Mr. Hennig is working on scheduling these meetings.

9. DIRECTOR & STAFF COMMENTS

Director Maybee asked if it would be appropriate for the water maintenance team to have keys to the locks on the gates. Mr. Hennig commented that he would follow up and see who has locks on the gates, and who has keys for the locks. He will add this to the General Manager report for the next Board Meeting. Mr. Maybee noted that there is a dual-track in the Finance Committee looking at Security from a financial standpoint. John Merchant has done considerable work figuring out how the Security Department got so far out of budget.

6. ADJOURNMENT

The meeting adjourned at 10:57 a.m.

MEMORANDUM

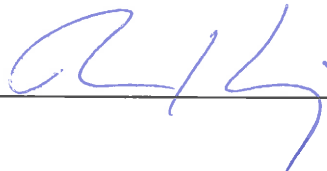
Date: September 9, 2020
To: Board of Directors
From: Cindy Chao, Controller
Subject: Bills Paid Listing

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

The following major expense items for August:

Vendor	Purpose	Amount	Funding
California Public Employees' Retirement System	Payroll - PERS Medical	\$ 56,874.14	Operating Expense
California Waste Recovery Systems	Solid Waste Contract	\$ 52,873.30	Operating Expense
J B Bostick Company	Repaving @ WWTP	\$ 16,695.00	Operating Expense
Domino Solar LTD	Solar - WTP & WWTP	\$ 13,562.20	Operating Expense
S. M. U. D.	Utilities	\$ 11,639.55	Operating Expense
Gill Consulting Group	Consulting	\$ 11,475.00	Operating Expense
California Public Employees' Retirement System	Payroll - PERS Retirement	\$ 11,245.82	Operating Expense
California Public Employees' Retirement System	Payroll - PERS Retirement	\$ 11,163.39	Operating Expense
Accountemps	Contract Staffing - Admin	\$ 10,136.25	Operating Expense
M3 Construction Inc	Water Leak Repair	\$ 9,123.70	Operating Expense

PREPARED BY: *Cindy Chao, Controller*

REVIEWED BY:  , District Treasurer

**RANCHO MURIETA COMMUNITY SERVICES DISTRICT
INVESTMENT REPORT**

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

CSD FUNDS

<i>EL DORADO SAVINGS BANK</i>	
SAVINGS	\$ 1,337,818.53
CHECKING	\$ 537,119.09
PAYROLL	\$ 91,061.51
<i>BANNER BANK</i>	
EFT	\$ 524,223.85
<i>LOCAL AGENCY INVESTMENT FUND (LAIF)</i>	
UNRESTRICTED	\$ 767,176.51
RESTRICTED RESERVES	\$ 5,506,418.07
<i>CALIFORNIA ASSET MGMT (CAMP)</i>	
OPERATION ACCOUNT	\$639,719.39
<i>US BANK</i>	
PARS GASB75 TRUST	\$2,252,809.49 *
	<hr/> \$ 11,656,346.44 <hr/>

BOND FUNDS

COMMUNITY FACILITIES DISTRICT NO. 2014-1 (CFD)

<i>BANK OF AMERICA</i>	
CHECKING	\$ 142,376.52
<i>WILMINGTON TRUST</i>	
BOND SPECIAL TAX FUND BOND	\$ 97,281.77
REDEMPTION ACCOUNT	\$ -
BOND ACQ & CONSTRUCTION	\$ 17,304.16
BOND RESERVE FUND	\$ 391,772.45
BOND SURPLUS	\$ 59.71
BOND ADMIN EXPENSE	\$ 20,551.43
BOND COI	\$ -
	<hr/> \$ 669,346.04 <hr/>
	<hr/> \$ 12,325,692.48 <hr/>

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

* BALANCE IS FOR JULY 31, 2020

PREPARED BY: *Cindy Chao, Controller*

REVIEWED BY:  District Treasurer

MEMORANDUM

Date: September 4, 2020
To: Board of Directors
From: Tom Hennig, General Manager
Subject: Check Signing Authority

RECOMMENDED ACTIONS

Staff recommends that the current check signing practice be altered to allow checks below the amount of \$25,000 to require only the signature of the General Manager.

BACKGROUND

It has been the long-standing practice of RMCSD to have all checks for all payables other than Payroll, and checks that would contain confidential employee information are signed by the General Manager and one Director. The dual signature process is a cumbersome process and an inconvenience when coordinating Staff and Director schedules. As of August 21, 2020, the District has written the written 345 checks, only 32 of which were over \$25,000. We anticipate the total number of checks over \$25,000 to be approximately 60 this year. See chart below for a percentage break down of checks processed in 2020:

\$1,000 to \$5,000	226 checks	66%
\$5,000 to \$10,000	49 checks	14%
\$10,000 to \$25,000	38 checks	11%
Over \$25,000	32 checks	9%

SUMMARY

Based on approval from the Board, accounts payable staff is prepared to implement the new practice of requiring dual signatures only on checks over \$25,000.

MEMORANDUM

Date: September 4, 2020
From: Amelia Wilder, District Secretary
Subject: Murieta Marketplace Monument Sign Encroachment Agreement

Background:

On March 24, 2020, the District was informed verbally by the Murieta Gardens Developer, John Sullivan of Cosumnes River Land, that at least one of the monuments signs for Murieta Marketplace may have a CIA easement encroachment issue. Once the need for the encroachment was confirmed, we initiated the process for developing the agreement. Over the next few months, the Encroachment Agreement (Exhibit "A") was written. This document is the result of District Operations staff working with Coastland Engineering to identify the areas of encroachment and develop the agreement for Board review and approval.

Action:

The Improvements Committee approved this item on September 1, 2020, and recommended it be moved to the Regular Board Meeting on September 16, 2020, for approval.

RESOLUTION NO. R2020-06

A RESOLUTION OF THE BOARD OF DIRECTORS

OF THE RANCHO MURIETA COMMUNITY SERVICES DISTRICT

APPROVING ENCROACHMENT AGREEMENT

BE IT RESOLVED by the Board of Directors of the Rancho Murieta Community Services District as follows:

1. The Board approves the Encroachment Agreement (Murieta Marketplace Monument Sign) with Murieta Marketplace, LLC Rancho Murieta Community Services District, and Cosumnes Irrigation Association dated April 7, 2020 (the "Agreement"), and authorizes the President to sign the Agreement.
2. The Board, on behalf of the District, authorizes and consents to the recordation of the Agreement, and authorizes and directs the District Secretary to record the Agreement with the Sacramento County Recorder's Office.

PASSED AND ADOPTED this 16th day of September 2020 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Timothy E. Maybee, President of the Board
Rancho Murieta Community Services District

Attest:

Amelia Wilder

District Secretary

Recording Requested by and

when recorded, mail to:

Rancho Murieta Community Services District
15160 Jackson Highway
Rancho Murieta, CA 95683
Attention: General Manager

No Fee to Record G.C. 27383

ENCROACHMENT AGREEMENT

(Murieta Marketplace Monument Sign)

This Encroachment Agreement ("Agreement") is entered into by and among MURIETA MARKETPLACE ASSOCIATES, LLC, a California limited liability company ("**MMA**"), the Rancho Murieta Community Services District ("**District**"), a community services district organized under the laws of the State of California, and Cosumnes Irrigation Association ("**CIA**"), effective April 7th, 2020 ("**Effective Date**").

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

1.1. MMA currently owns parcel 4 of the Murieta Marketplace shopping center (Sacramento County Assessor's parcel # 073-0890-004-000), as more fully described on Exhibit A ("**Property**"). A portion of the Property is burdened by a forty foot-wide Irrigation Easement held by CIA pursuant to that certain Irrigation Easement Deed dated September 9, 1987 and recorded on December 18, 1987 (pgs.402-419) in the Official Records of Sacramento County, California (the "**Irrigation Easement Area**").

1.2. MMA has constructed on the Property a dual-facing monument sign ("**Monument Sign**") for the benefit of MMA's shopping center currently being

developed on and around the Property. The location of the Monument Sign on the Property as shown on the drawing dated February 20, 2020 attached as Exhibit B and is an encroachment on the Irrigation Easement Area.

1.3. District and CIA are willing to consent to the Monument Sign's encroachment on the Irrigation Easement Area on and subject to the terms of this Agreement.

2. Grant of Entry and Consent to Encroachment

The CIA and District consent to MMA and its contractors and engineers having access onto such portions of the Irrigation Easement Area as are commercially reasonable and necessary to construct, install, operate, maintain, repair, replace and remove, if necessary, the Monument Sign from time to time (collectively, "**Monument Sign Activities**"), provided that such activities do not unreasonably interfere or damage the improvements owned by the CIA within the Irrigation Easement Area or interfere with their purposeful operation.

2.1. MMA agrees it shall be solely responsible any costs incurred by the CIA or the District for the operation, maintenance, repair, replacement or removal of CIA facilities within the Irrigation Easement to the extent those costs are increased by measures taken due to the encroachment of the Monument Sign within the Irrigation Easement. District and CIA agree to give at least seven days' notice to the MMA if work will need to be performed within the Irrigation Easement Area and the Monument Sign's immediate vicinity.

2.2. MMA will obtain, maintain and comply with all federal, state and local permits, licenses, approvals and authorizations that may be required for it to use the Irrigation Easement Area in accordance with this Agreement. MMA will comply with all federal, state and local laws and regulations applicable to its use of the Irrigation Easement Area.

2.3. This Agreement will automatically expire upon the removal of the Monument Sign from the Irrigation Easement Area for a continuous period of thirty or more days.

3. Risk of Loss. District and CIA have not prepared, and are under no obligation to prepare, the Irrigation Easement Area in any manner for its use by MMA, and MMA agrees to accept the Irrigation Easement Area in its as-is condition and state. MMA bears and assumes all risk of loss or damage to or destruction of its vehicles, equipment and other personal property that may be used on the Irrigation Easement Area from fire, theft, the condition of the Irrigation Easement Area, or any other casualty or loss, whether or not insured, and MMA agrees to hold District and CIA harmless with respect to any such loss, damage or destruction.

4. Hold Harmless, Indemnification, and Waiver

MMA agrees to indemnify, defend, protect and hold harmless the CIA and the District, and their officers, employees, directors, and agents, from and against any and all claims, demands, losses, damages, liabilities, causes of action, suits, judgments, penalties, taxes, costs and expenses, including, without limitation, court costs and attorneys' fees, consultants' and expert witness fees, of any nature, kind or description, pertaining to the Monument Sign, the Monument Sign Activities, and MMA's failure to comply with any provision of this Agreement. The foregoing indemnity and release shall not apply to the extent that any loss or damage is caused by the sole negligence or willful misconduct of the District or CIA.

4.1. MMA, for itself and its officers, employees, agents, and contractors, waives, releases, discharges, and promises not to sue the District or CIA and their officers, employees, and agents from and for any and all claims for damages for bodily injury, personal injury, death, or property damage that they may have, suffer or experience as a result of the use of or entry onto the Irrigation Easement Area. This release is intended to discharge, in advance, District and CIA, and their officers, employees, and agents from and against all such liability arising out of, or connected in any way with, the use of or entry onto the Irrigation Easement Area, even though that liability may arise out of District or CIA's negligent maintenance of, or a dangerous condition on, the Irrigation Easement Area.

4.2. MMA's obligations under this section shall survive the expiration or termination of this Agreement.

5. General Provisions

5.1. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns to the parties hereto, and shall run with the Property.

5.2. This Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract between the parties concerning the described subject matter, and it supersedes all prior negotiations, correspondence, memoranda, representations or agreements, either oral or written, that may be related to the subject matter.

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

5.4. This Agreement may be modified or amended only by a writing approved and signed by both parties.

[All signatures must be notarized]

**RANCHO MURIETA COMMUNITY SERVICES
DISTRICT ("DISTRICT")**

*APPROVED BY THE BOARD OF DIRECTORS
AT ITS MEETING ON THE _____ DAY OF
_____, 2020*

Approved as to form:

By: _____

Its: District Counsel

By: _____

Name: Timothy E. Maybee

Its: President, Board of Directors

COSUMNES IRRIGATION ASSOCIATION ("CIA")

By: 

Name: Carol Anderson Ward

Its: Majority-in-interest of CIA

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento

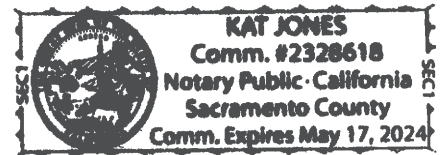
On August 25, 2020 before me, Kat Jones, Notary Public
(insert name and title of the officer)

personally appeared Carol Anderson Ward,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

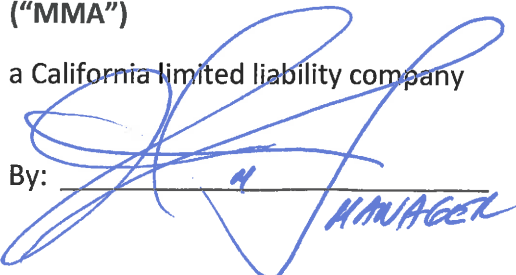
Signature Kat Jones (Seal)



**MURIETA MARKETPLACE ASSOCIATES, LLC,
("MMA")**

a California limited liability company

By: _____

A large, stylized handwritten signature in blue ink, appearing to be "John M. Sullivan".

MANAGER

Name: John M. Sullivan

Its: Manager

A long, horizontal handwritten flourish or underline in blue ink.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

On August 25, 2020 before me, Kat Jones, Notary Public
(insert name and title of the officer)

personally appeared JohnMSullivan,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are
subscribed to the within instrument and acknowledged to me that he she/they executed the same in
his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kat Jones (Seal)



Exhibit A

Legal Description of the Property

(APN 073-0890-004-000)

Exhibit B
Monument Sign Drawing

Murieta Marketplace | 15' DF Monument Sign



Sign located in landscaped area. Landscape approved prior in C.C.'s plans

B
1 DF Monument Sign
 Scale 3/8" = 1'-0"
 Sign Area 79 SF
 Material Schedule

- 1** Pole Cover
 Fabricated aluminum construction paintICI Creme Boule
 A1770, texcote finish.
- 2** Pole Cover
 Fabricated aluminum construction paintICI Coastal Trail
 A0657, texcote finish.
- 3** Cornice / Decorative Ledges
 Fabricated aluminum construction paint Sherwin Williams
 SW7510 Chateau Brown, texcote finish.
- 4** Murieta Marketplace
 Fabricated aluminum cabinet paint Sherwin Williams
 SW7510 Chateau Brown, texcote finish. Rent out letters with
 1/2" clear acrylic push thru. Apply 3M 3630-20 White vinyl
 film. Illuminate with White LED's.
- 5** Bell Air
 Fabricated aluminum cabinet paint White, satin finish. Rent
 out graphics with 1/2" clear acrylic push thru. Apply 3M
 3630-33 Red and 3M 3630-141 Gold Nugget vinyl film.
 Illuminate with White LED's.
- 6** Tenant Cabinet
 Aluminum faces paint White, satin finish. Rent out graphics
 backed with #015 White acrylic. Apply 3M vinyl film per
 tenant specifications. Illuminate with White LED's.
- 7** Base
 Base to be fabricated aluminum structure with cement board
 overlay. Rock veneer to be Coronado Stone Split Feldstone
 Carmel Mountain.



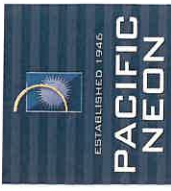
ULL Listed
 Signs to be manufactured to ULL specifications and will bear the ULL label. The sign is intended for use in California and must comply with the requirements of Article 600 of the National Electrical Code and other applicable local codes. This includes proper 5% - 10% and bonding of the sign.

Electrical Circuits
 Customer to provide primary dedicated electrical circuit with a separate ground to the electrical panel. 120V AC single phase. The sign shall be connected to a dedicated 120V complete circuit (no shared neutral). Common ground to electrical panel acceptable.

California Title 24 Compliant

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Murieta Marketplace | Site Plan



2939 Academy Way
 Sacramento, California 95815
 Tel 916.927.4762
 Fax 916.927.2414
 www.pacificneon.com

Project No: 181045-12

Account Executive:
 Mike Behlke

Project:
 Murieta Marketplace

Address:
 7225 Murieta Drive
 Murieta, CA 95682

Drawn By:
 Bruce Heller

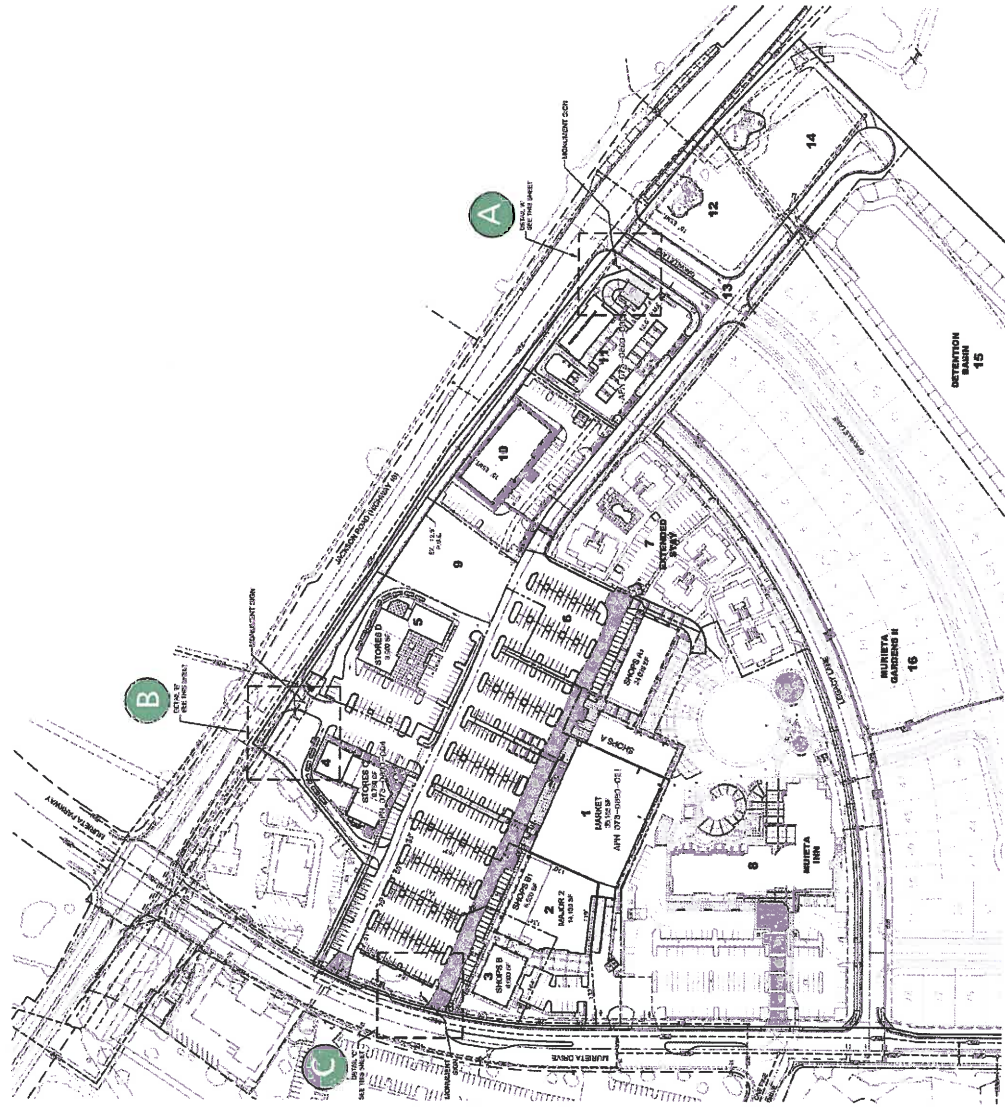
DATE: 10.22.18
 Revision 1: 10.16.19
 Revision 2: 10.30.19
 Revision 3: 11.20.19
 Revision 4: 11.21.19
 Revision 5: 12.4.19
 Revision 6: 1.8.20

Customer Approval

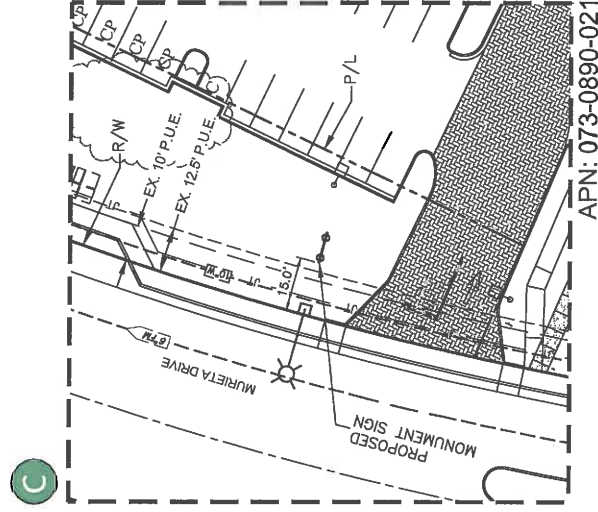
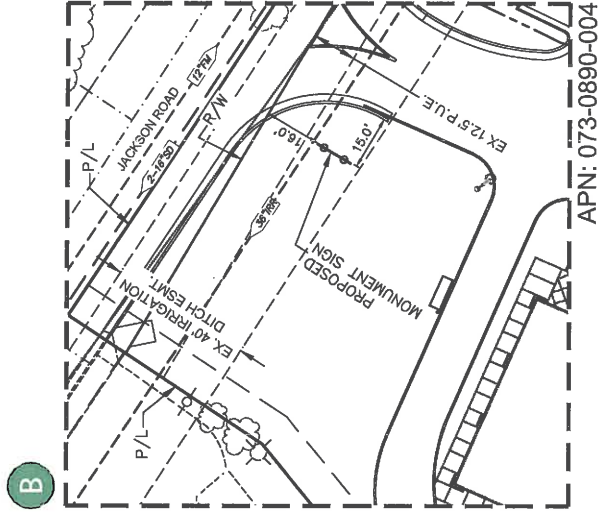
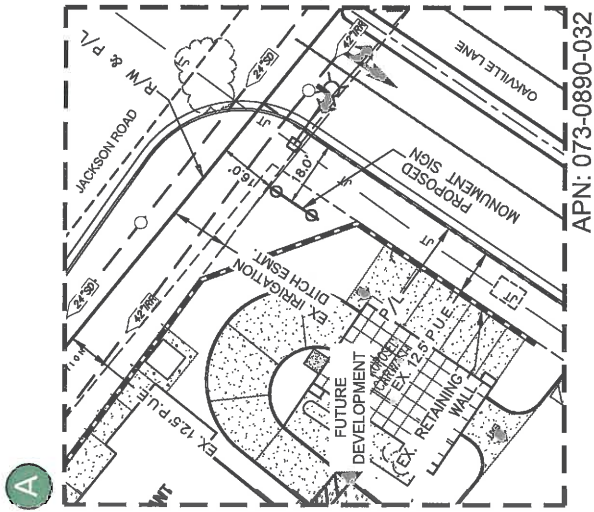
U.S. Listed
 Signs to be manufactured to UL Specifications and will bear the UL Label. This sign is intended to be installed in accordance with the requirements of the applicable local codes. This includes proper spacing and bonding of the sign.

Electrical Circuits
 Customer to provide primary dedicated electrical circuit with a separate ground to the electrical panel. All electrical work shall be done in accordance with the applicable local codes. This includes proper spacing and bonding of the sign.

California Title 24 Compliant
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Murieta Marketplace | Site Plan Enlargement



2939 Academy Way
 Sacramento, California 95815
 Tel 916.927.4762
 Fax 916.927.2414
 www.pacificneon.com

Project No: 181045-12

Account Executive:
 Mike Behlke

Project:
 Murieta Marketplace

Address:
 7225 Murieta Drive
 Murieta, CA 95682

Drawn By:
 Bruce Heller

Date: 10.22.18
 Revision 1: 10.16.19
 Revision 2: 10.30.19
 Revision 3: 11.20.19
 Revision 4: 11.21.19
 Revision 5: 12.20.19

Customer Approval

UL Listed
 Signs to be manufactured to UL Specifications and will bear the UL label. The sign is intended for use in accordance with the National Electrical Code and other applicable local codes. This includes proper grounding and bonding of the sign.

Electrical Circuits
 Customer to provide primary dedicated electrical service to the sign. The sign will be connected to the electrical panel. L.E.A. Electricals to provide electrical service. 120V complete circuit (No shared neutral). Common ground to electrical panel as applicable.

California Title 24 Compliant

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MEMORANDUM

Date: September 10, 2020
To: Board of Directors
From: Tom Hennig, General Manager
Subject: Auditor selection

Recommendation

To approve the 2020 Audit Proposal from Richardson & Company LLP, CPA, for preparation of audit reports for the fiscal year 2019/20 through 2021-22, with options for 2022-23 and 2023-24, in an amount not to exceed \$26,500 per year. The funding is to come from the General Administration Operating Budget.

Background

The District's annual external audit services were performed by Larry Bain, CPA, for the past eleven years. Based on the recommendation from the PUN Group, as well as the Government Financial Officers Association (GFOA) best practices, it is time to change Auditors. In August of 2020, the District solicited bids for the selection of an accounting firm to prepare the annual audit for 2019-20 through 2021-22 fiscal years. The audit covers the District-wide Financial Statements, Community Facility District 2014-1, and the Annual State Controller Transaction Reports. The cost for the 2018/19 audit was \$23,775. The audit firms who responded were found to be technically competent and well experienced in performing the District audits.

After reviewing the bids, the District chose Richardson & Company, CPA, for a three-year contract, with an option to perform the CSD audits for an additional two years, provided both parties were satisfied with the agreement. The firm scored very high in the review process and proposed the second-lowest cost. District Financial staff contacted several references, which provided the insight necessary to make this selection without hesitation.

Financial Impact

Funds will be budgeted in the General Administration Budget and will be allocated to the operational budgets based on the Cost Allocation Plan distribution calculation. The proposed cost for the preparation of each fiscal year audit is listed below.

FY 2019-20 - \$24,100
FY 2020-21 - \$24,550
FY 2021-22 - \$25,100
FY 2022-23 - \$25,675
FY 2023-24 - \$26,350

**Rancho Murieta Community Services District
Services Agreement**

This Agreement is entered into as of the date last signed and dated below by and between Rancho Murieta Community Services District, a local government agency (“District”), and Richardson & Company, an LLP (“Contractor”), who agree as follows:

1 Scope of Work

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

2 Payment

2.1 District shall pay to Contractor a fee based on:

Contractor’s time and expenses necessarily and actually expended or incurred on the Work in accordance with Contractor’s fee schedule on the attached Exhibit A.

The fee arrangement described on the attached Exhibit A.

The total fee for the Work shall not exceed \$26,350.00 per year for audits for FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24, FY 2024-25. There shall be no compensation for extra or additional work or services by Contractor unless approved in advance in writing by District. Contractor’s fee includes all of Contractor’s costs and expenses related to the Work.

2.2 At the end of each month, Contractor 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

3.1 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. If Exhibit A includes a Work schedule or deadline, then Contractor must complete the Work in accordance with the specified schedule or deadline, which may be extended by District for good cause shown by Contractor. If Exhibit A does not include a Work schedule or deadline, then Contractor must perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.

3.2 This Agreement may be terminated at any time by District upon 10 days advance written notice to Contractor. In the event of such termination, Contractor 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 section 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 Contractor's claimed benefit of the bargain.

4 Professional Ability of Contractor

4.1 Contractor 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 Contractor's training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Work performed by Contractor shall be in accordance with applicable legal requirements and meet the standard of care and quality ordinarily to be expected of competent professionals in Contractor's field.

4.2 The following individuals are designated as key personnel and are considered to be essential to the successful performance of the work hereunder: Ingrid M. Shepline, Managing Partner and Audit Partner; Brian Nash, CPA; Doug Kuramoto, CPA; Heidi McLucas, CPA. Contractor agrees that these individuals may not be removed from the Work or replaced without compliance with the following sections:

4.2.1 If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, Contractor shall immediately notify District and shall, subject to District's concurrence, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

4.2.2 Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by District to evaluate the proposed substitution. District shall evaluate Contractor's request and District shall promptly notify Contractor of its decision in writing.

5 Conflict of Interest

Contractor (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 Contractor's services under this agreement, and (b) no person having any such interest shall perform any portion of the Work. The parties agree that Contractor is not a designated employee within the meaning of the Political Reform Act and District's conflict of interest code because Contractor will perform the Work independent of the control and direction of the District or of any District official, other than normal contract monitoring, and Contractor possesses no authority with respect to any District decision beyond the rendition of information, advice, recommendation or counsel.

6 Contractor Records

6.1 Contractor 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 Contractor 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.

6.2 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 Contractor under this Agreement and provided to District (“Work Product”) shall be the property of District, and District shall have the rights 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 Contractor or any other party. Contractor 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 Contractor 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, Contractor may copyright the same, except that, as to any Work Product that is copyrighted by Contractor, 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 Contractor 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, at expiration or termination of this Agreement), Contractor 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 file, AutoCAD file).

8 Confidentiality of Information

8.1 Contractor shall keep in strict confidence all confidential, privileged, trade secret, and proprietary information, data and other materials in any format generated, used or obtained by the District or created by Contractor in connection with the performance of the Work under this Agreement (the “Confidential Material”). Contractor shall not use any Confidential Material for any purpose other than the performance of the Work under this Agreement, unless otherwise authorized in writing by District. Contractor also shall not

disclose any Confidential Material to any person or entity not connected with the performance of the Work under this Agreement, unless otherwise authorized in advance in writing by District. If there is a question if Confidential Material is protected from disclosure or is a public record or in the public domain, the party considering disclosure of such materials shall consult with the other party concerning the proposed disclosure.

8.2 Contractor, and its officers, employees, agents, and subcontractors, shall at all times take all steps that are necessary to protect and preserve all Confidential Material. At no time shall Contractor, or its officers, employees, agents, or subcontractors in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any Confidential Material to any person or entity unless specifically authorized in writing by the District or by order of a court or regulatory entity with jurisdiction over the matter. Contractor, and its officers, employees, agents, and subcontractors shall protect the Confidential Material and treat it as strictly confidential in accordance with applicable law, District policies and directives, and best industry security practices and standards.

8.3 If any person or entity, other than District or Contractor, requests or demands, by subpoena, discovery request, California Public Records Act request or otherwise, Confidential Material or its contents, the party to whom the request is made will immediately notify the other party, so that the parties may collectively consider appropriate steps to protect the disclosure of those materials. The parties agree to take all steps reasonably necessary to preserve the confidential and privileged nature of the Confidential Material and its content. In the event that the parties cannot agree whether to oppose or comply with a disclosure demand, the opposing party may oppose the demand at its sole cost and expense, in which event the party favoring disclosure will refrain from disclosing the demanded Confidential Material until such time as a final agreement regarding disclosure is reached or, if an agreement is not reached, a judicial determination is made concerning the demand.

8.4 Unless otherwise directed in writing by the District, upon contract completion or termination, Contractor must destroy all Confidential Materials (written, printed and/or electronic) and shall provide a written statement to the District that such materials have been destroyed.

9 Compliance with Laws (Non Applicable)

9.1 General. Contractor shall perform the Work in compliance with all applicable federal, state and local laws and regulations. Contractor 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. Contractor shall comply with all federal, state and local air pollution control laws and regulations applicable to the Contractor and its Work (as required by California Code of Regulations title 13, section 2022.1). Contractor shall be responsible for the safety of its workers and Contractor shall comply with applicable federal and state worker safety-related laws and regulations.

9.2 California Labor Code Compliance for Pre- and Post-Construction Related Work and Maintenance.

9.2.1 This section 9.2 applies if the Work includes either of the following:

9.2.1.1 Labor performed during the design, site assessment, feasibility study and pre-construction phases of construction, including, but not limited to, inspection and land surveying work, and labor performed during the post-construction phases of construction, including, but not limited to, cleanup work at the jobsite. (See California Labor Code section 1720(a).) If the Work includes some labor as described in the preceding sentence and other labor that is not, then this section 9.2 applies only to workers performing the pre-construction and post-construction work.

9.2.1.2 “Maintenance” work, which means (i) routine, recurring and usual work for the preservation, protection and keeping of any District facility, plant, building, structure, utility system or other property (“District Facility”) in a safe and continually usable condition, (ii) carpentry, electrical, plumbing, glazing, touchup painting, and other craft work designed to preserve any District Facility in a safe, efficient and continuously usable condition, including repairs, cleaning and other operations on District machinery and equipment, and (iii) landscape maintenance. “Maintenance” excludes (i) janitorial or custodial services of a routine, recurring or usual nature, and (ii) security, guard or other protection-related services. (See California Labor Code section 1771 and 8 California Code of Regulations section 16000.) If the Work includes some “maintenance” work and other work that is not “maintenance,” then this section 9.2 applies only to workers performing the “maintenance” work.

9.2.2 Contractor shall comply with the California Labor Code provisions concerning payment of prevailing wage rates, penalties, employment of apprentices, hours of work and overtime, keeping and retention of payroll records, and other requirements applicable to public works as may be required by the Labor Code and applicable state regulations. (See California Labor Code division 2, part 7, chapter 1 (sections 1720-1861), which is incorporated in this Agreement by this reference.) The state-approved prevailing rates of per diem wages are available at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Contractor also shall comply with Labor Code sections 1775 and 1813, including provisions that require Contractor to (a) forfeit as a penalty to District up to \$200 for each calendar day or portion thereof for each worker (whether employed by Contractor or any subcontractor) paid less than the applicable prevailing wage rates for any labor done under this Agreement in violation of the Labor Code, (b) pay to each worker the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage, and (c) forfeit as a penalty to District the sum of \$25 for each worker (whether employed by Contractor or any subcontractor) for each calendar day during which the worker is required or permitted to work more than 8 hours in any one day and 40 hours in any one calendar week in violation of Labor Code sections 1810 through 1815.

9.2.3 If the Work includes labor during pre- or post-construction phases as defined in section 9.2.1.1 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds \$25,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor’s Public Works Contractor Registration Number: _____

9.2.4 If the Work includes maintenance as defined in section 9.2.1.2 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds

\$15,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor’s Public Works Contractor Registration Number: _____

d. Intentionally Omitted

10 Indemnification.

10.1 Contractor shall indemnify, defend, protect, and hold harmless District, and its officers, employees and agents (“Indemnitees”) from and against any claims, liability, losses, damages and expenses (including attorney, expert witness and Contractor fees, and litigation costs) (collectively a “Claim”) that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor or its employees, agents or subcontractors. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. However, this indemnity provision will not apply to any Claim arising from the sole negligence or willful misconduct of District or its employees or agents. Contractor’s obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

10.2 This section 10.2 applies if the Contractor is a “design professional” as that term is defined in Civil Code section 2782.8. If a court or arbitrator determines that the incident or occurrence that gave rise to the Claim was partially caused by the fault of an Indemnitee, then in no event shall Contractor’s total costs incurred pursuant to its duty to defend Indemnitees exceed Contractor’s proportionate percentage of fault as determined by a final judgment of a court or final decision of arbitrator.

11 Insurance

Types & Limits. Contractor at its sole cost and expense shall procure and maintain for the duration of this Agreement the following types and limits of insurance: ***[The general liability and automobile coverage limits may be adjusted depending on the Work’s overall risks, cost and complexity.]***

<i>Type</i>	<i>Limits</i>	<i>Scope</i>
Commercial general liability	\$2,000,000 per occurrence & \$4,000,000 aggregate	at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury
Automobile liability	\$1,000,000 per accident	at least as broad as ISO Business Auto Coverage (Form CA 00 01)
Workers’ compensation	Statutory limits	

Employers' liability	\$1,000,000 per accident	
Professional liability*	\$1,000,000 per claim	

*Required only if Contractor is a licensed engineer, land surveyor, geologist, architect, doctor, attorney or accountant.

11.1 **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. Contractor'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 Contractor'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. Contractor agrees to waive subrogation that any insurer may acquire from Contractor by virtue of the payment of any loss relating to the Work. Contractor agrees to obtain any endorsement that may be necessary to implement this subrogation waiver. The workers' compensation policy must be endorsed to contain a subrogation waiver in favor of District for the Work performed by Contractor.

11.2 **Proof of Insurance.** Upon request, Contractor 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.

12 General Provisions

12.1 **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 signed by both parties.

12.2 **Independent Contractor.** Contractor's relationship to District is that of an independent contractor. All persons hired by Contractor and performing the Work shall be Contractor's employees or agents. Contractor and its officers, employees and agents are not District employees, and they are not entitled to District employment salary, wages or benefits. Contractor 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 Contractor's employees. Contractor 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 Contractor's independent contractor status or employment-related liability.

12.3 **Subcontractors.** No subcontract shall be awarded nor any subcontractor engaged by Contractor without District's prior written approval. Contractor shall be responsible for requiring and confirming that each approved subcontractor meets the minimum insurance requirements specified in section 11 of this Agreement. Any approved subcontractor shall obtain the required insurance coverages and provide proof of same to District in the manner provided in section 11 of this Agreement.

12.4 **Assignment.** This Agreement and all rights and obligations under it are personal to the parties. The Agreement may not be transferred, assigned, delegated or subcontracted in whole or in part, whether by assignment, subcontract, merger, operation of law or otherwise, by either party without the prior written consent of the other party. Any transfer, assignment, delegation, or subcontract in violation of this provision is null and void and grounds for the other party to terminate the Agreement.

12.5 **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 Contractor shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

12.6 **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.

12.7 **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.

12.8 **Notice.** Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt, or (d) by email with confirmed receipt. Such notices, etc. shall be addressed as follows:

District:

Rancho Murieta Community Services District
Attn: Tom Hennig
Rancho Murieta Community Services District, 15160 Jackson Road, Rancho Murieta,
CA 95683
E-mail: thennig@rmcsd.com

Contractor:

Richardson & Company, LLP
Attn: Ingrid Sheipline@richardsoncpas.com
E-mail: isheipline@richardsoncpas.com

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, (c) on the date of delivery as shown on the overnight courier service receipt, or (d) upon the sender's receipt of an email from the other party confirming the delivery of the notice, etc. Any party may change its contact information by notifying the other party of the change in the manner provided above.

12.9 **Signature Authority.** Each party warrants that the person signing this Agreement is authorized to act on behalf of the party for whom that person signs. The Parties may execute and deliver this Agreement and documents necessary to perform it, including task orders and amendments, in any number of original or facsimile counterparts. When each Party has signed and delivered at least one counterpart to the other Party, each counterpart shall be deemed an original and, taken together, the counterparts shall constitute one and the same document, which shall be binding and effective.

Rancho Murieta Community Services District:

Dated: _____

By: _____

Tom Hennig
General Manager

Richardson & Company, LLP:

Dated: _____

By: _____

Ingrid Sheipline
Managing Partner

6A General Manager's Report - Pending

MEMORANDUM

Date: September 10, 2020
 To: Board of Directors
 From: Cindy Chao, Controller
 Subject: Administration / Financial Update

For your review is the summary of the August 2020 monthly Board Financial Report. Following are highlights from various internal financial reports. Please feel free to call me before the Board meeting regarding any questions you may have relating to these reports. Finance staff anticipate closing FY 2019-20 by the end of the month. We continue working with various financial system vendors to complete system integrations and upgrades as recommended by The Pun Group.

Residential Water Consumption – Residential water usage in August 2020 was slightly higher than both August 2019 and July 2020. Listed below are year-to-date water consumption numbers using weighted averages. Listed below are the year-to-date water consumption numbers in cubic feet. There were one hundred and thirteen (113) more homes receiving water services than in August 2019.

	12 month rolling % increase	Last FY												Last FY Same Period	
		2020	2020	2020	2020	2020	2020	2020	2020	2020	2019	2019	2019	2019	2019
		Aug	Jul	Jun	May	Apr	Mar	Feb	Jan	Dec	Nov	Oct	Sep	Aug	
Residences		2,662	2,659	2,657	2,647	2,643	2,632	2,620	2,602	2,600	2,594	2,587	2,546	2,549	
Weighted Average															
Cubic Feet	2,735	2,906	2,564	2,502	1,668	1,054	1,042	901	688	868	1,618	1,956	2,727	2,668	
Gallons Per Day	686	725	648	624	386	263	260	225	172	217	404	488	680	665	
Same Period Last FY	649														

Commercial/Other Water Consumption – Commercial water usage in August 2020 was down 36% over July 2020. Year-to-date commercial water usage was very close to projections.

	YTD Totals	Last FY												Last FY Same Period	
		2020	2020	2020	2020	2020	2020	2020	2020	2020	2019	2019	2019	2019	2019
		Aug	Jul	Jun	May	Apr	Mar	Feb	Jan	Dec	Nov	Oct	Sep	Aug	
Commercial	1,062,365	147,140	159,116	123,662	61,508	31,889	55,829	59,900	40,676	48,201	77,507	112,163	144,774	223,508	
Parks	398,521	80,900	75,722	72,521	28,660	1,821	11,799	7,600	501	2,459	24,858	33,020	58,660	83,041	
Raw Water	1,485,598	68,651	231,249	272,250	133,548	2,102	49,701	10,949	0	17,599	178,849	191,799	328,901	333,951	
CSD	52,644	3,686	4,095	5,218	6,537	2,274	1,492	2,226	1,721	1,464	2,655	7,295	13,981	16,941	
Totals	2,999,128	300,377	470,182	473,651	230,253	38,086	118,821	80,675	42,898	69,723	283,869	344,277	546,316	657,441	

Lock-Offs – During the month of August 2020, there were zero (0) lock-off.

Pay Agreements – None have been requested. This is likely a result of no penalties or late charges being levied due to Covid-19.

Connection Fees – There were no connection fees paid in August 2020.

New e-bill Sign Ups – There were 11 new signups in August 2020.

Aging Report – Amounts past due of more than sixty (60) days totals \$65,085. \$20,319 of this total is owed by one (1) future development sites. Accounting staff have identified residential accounts that have become delinquent but have not requested pay agreements. These accounts are broken down by the last month a payment was made. We are reaching out to delinquent customers to discuss pay agreements. Residents have responded positively about coming in and making at least partial payments.

- Five (5) properties made their last payment in February 2020. (total past due \$4,495)
- Eight (8) properties made their last payment in March 2020. (total past due, \$6,288)
- Four (4) properties made their last payment in April 2020. (total past due \$1,949)
- One (1) property made their last payment in May 2020. (total past due \$390)
- Seven (7) properties made their last payment in June 2020. (total past due \$2,309)
- Nine (9) properties made their last payment in July 2020. (total past due \$2,336)

Summary of Reserve Accounts as of August 31, 2020 – The ending balance of the District’s reserve accounts is \$6,546,218 as of August 31, 2020, and it is an increase of \$69,418 compared with last month. Staff continues to validate all reserve contributions and expects there will be additional adjustments as we continue to identify past practices for allocation of monthly interest and sales revenue. Staff continues to work on a detailed analysis of all reserve funds and plans to prepare a report for the Finance Committee review.

Reserve Fund Balances

<i>Reserve Descriptions</i>	<i>Fiscal Yr Beg Balance 7/1/2020</i>	<i>Increases</i>	<i>Decreases</i>	<i>Period End Balance 08/31/2020</i>
Water Capital Replacement (200-2505)	1,790,096	52,524	2,049	1,840,571
Sewer Capital Replacement (250-2505)	3,109,804	91,542	114,140	3,087,206
Drainage Capital Replacement (260-2505)	12,409	82	0	12,491
Security Capital Replacement (500-2505)	84,523	507	20,336	64,694
Admin Capital Replacement (xxx-2505-99)	87,210	0	0	87,210
Sewer Capital Improvement Connection (250-2500)	4,308	22	0	4,330
Capital Improvement (xxx-2510)	745,286	2,995	0	748,281
Water Supply Augmentation (200-2511)	1,436,292	14,855	0	1,451,147
WTP Construction Fund Reserve (200-2513)	-782,858	31,342	36,097	-787,613
Security Impact Fee Reserves (500-2513)	37,827	74	0	37,901
Total Reserves	6,524,898	193,943	172,622	6,546,218

Inter-fund Borrowing Balances

<i>Inter-fund Borrowing</i>	<i>Fiscal Yr Beg Balance 7/1/2020</i>	<i>YTD Interest</i>	<i>YTD Repayment</i>	<i>Period End Balance 8/31/2020</i>
WTP Construction Loan from Sewer	714,876	1,007	23,507	691,369
WTP Construction Loan from WSA	238,298	336	7,836	230,462
Security N. Gate Loan from Drainage Fund	0	0	0	0
<i>Total Inter-fund Borrowing</i>	953,174	1,343	31,342	921,831

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

Revenues

Water Charges, year-to-date, are **above** budget \$17,317 or 0.8%

Sewer Charges, year-to-date, are **below** budget \$2,475 or **(0.18%)**

Drainage Charges, year-to-date, are **below** budget \$464 or **(0.26%)**

Solid Waste Charges, year-to-date, are **above** budget \$1,175 or 0.16%

Security Charges, year-to-date, are **below** budget \$12,406 or **(0.98%)**

Expenses

The District's overall expenditures for FY 2020-21 are \$437,420 below budget through August 2020.

Reserve Fund Purchases authorized by the General Manager

- Security Replacement Reserves - \$3,346 for Security License Plate Reader Replacement
- Security Replacement Reserves - \$16,990 for Security Camera Storage Replacement

These checks will show on the September bills paid listing.

RANCHO MURIETA CSD
Summary of All CSD Funds
For the Two Months Ending 8/31/2020
Budget to Actual Comparison Detail

Description	Period Budget	Period Actual	YTD Budget	YTD Actual	YTD Budget (Over)/Under	Annual Budget
Charges for Services - Residential	\$524,361	\$529,464	\$1,044,945	\$1,048,093	(\$3,148)	\$5,701,410
Charges for Services - Commercial	86,421	68,373	151,597	137,049	14,548	652,196
Availability Charges	0	0	0	0	0	420
Sales Other	700	725	1,400	2,049	(649)	8,400
CIA Ditch Service Charges	785	0	1,570	0	1,570	7,920
Property Taxes	0	0	0	0	0	701,750
Total General Income	612,267	598,562	1,199,512	1,187,191	12,321	7,072,096
Interest Income	20	0	40	4,013	(3,973)	8,840
Total Earnings Income	20	0	40	4,013	(3,973)	8,840
Meter Installation Fee	0	0	0	0	0	6,800
Inspection Fees	0	0	0	0	0	4,807
Telephone Line Contracts	600	610	1,200	610	590	7,200
Fines/Rule Enforcement	175	175	350	350	0	2,100
Late Charges	4,800	0	9,600	0	9,600	57,600
Title Transfer Fees	1,350	3,900	2,700	8,100	(5,400)	16,200
Security Gate Bar Code Income	650	590	1,300	1,360	(60)	7,800
Project Reimbursement	2,182	2,541	4,364	3,580	784	26,184
Misc Income	1,075	346	2,150	766	1,384	12,900
Total Other Income	10,832	8,162	21,664	14,766	6,898	141,591
TOTAL REVENUE	623,119	606,724	1,221,216	1,205,970	15,246	7,222,527
Salaries & Wages	181,357	163,611	430,503	292,362	138,141	2,486,091
Employer Costs	53,431	48,290	107,225	50,478	56,747	668,226
Payroll Taxes	14,067	2,489	28,302	4,459	23,842	200,314
Other Employer Costs	15,712	12,795	30,548	13,819	16,729	182,438
Pension Expense	18,052	12,703	290,708	272,954	17,754	491,733
Tuition Reimbursement	0	0	0	0	0	2,870
Total Employee Services	282,619	239,888	887,286	634,072	253,213	4,031,672
Clerical Services	5,100	24,888	10,200	60,392	(50,192)	61,350
Recruitment	1,505	274	3,010	(692)	3,702	18,060
Travel/Meetings	1,740	72	3,480	95	3,386	21,880
Office Supplies	2,420	1,477	7,440	6,472	968	31,640
CWRS Contract Charges	56,162	106,627	112,325	106,627	5,698	673,947
Mail Machine Lease	700	0	700	0	700	2,800
Copy Machine Maintenance	1,520	849	2,390	1,622	768	17,590
Insurance	12,796	14,738	25,592	14,738	10,854	153,553
Postage	1,500	1,100	3,000	2,170	830	18,000
Telephones	4,528	8,461	9,057	5,386	3,671	54,339
Memberships	750	446	4,770	1,720	3,050	17,370
Audit	0	0	0	0	0	25,000
Legal	11,400	3,365	22,800	14,473	8,328	98,550
Training/Safety	3,550	729	6,700	2,324	4,376	47,800
Community Communications	500	494	2,000	1,574	427	13,700
Equipment Maint	250	(508)	1,250	(508)	1,758	5,950
Consulting	42,200	21,121	48,950	44,373	4,577	145,750
CIA Ditch Operations	500	0	33,000	0	33,000	38,000
Total Administrative Services	147,121	184,133	296,664	260,766	35,901	1,445,279
Election	0	0	0	0	0	10,000
Uniforms	1,058	412	2,117	714	1,403	13,100
Equipment Repairs	400	250	800	(60)	860	4,800
Building/Grounds Maint/Pest Cntr	2,594	2,554	5,187	8,478	(3,291)	31,122
Bar Codes	0	0	2,300	0	2,300	6,900

RANCHO MURIETA CSD
Summary of All CSD Funds
For the Two Months Ending 8/31/2020
Budget to Actual Comparison Detail

Description	Period Budget	Period Actual	YTD Budget	YTD Actual	YTD Budget (Over)/Under	Annual Budget
Vehicle Maint	3,750	0	7,500	2,542	4,958	45,000
Vehicle Fuel	4,250	3,407	8,500	3,352	5,148	51,000
Vehicle Lease	397	138	794	295	498	4,762
Off Duty Sheriff	3,000	0	3,000	2,563	437	8,000
Power	25,985	39,536	51,816	69,352	(17,536)	329,812
Information System Maint	14,758	7,247	29,516	19,588	9,929	177,099
Supplies	1,658	1,644	3,317	6,518	(3,201)	19,900
Equipment Rental	450	0	900	4,001	(3,101)	11,400
Road Paving	1,500	4,950	3,000	150	2,850	18,000
Maintenance/Repairs	27,267	16,289	54,533	46,520	8,013	329,450
Non-routine Maint/Repair	3,250	9,124	6,500	9,124	(2,624)	39,000
Permits	0	0	0	0	0	5,750
Chemicals	33,500	8,310	51,000	22,633	28,367	148,000
Chemicals - T&O	500	0	1,000	1,297	(297)	3,000
Lab Tests	3,750	7,723	8,000	2,849	5,151	41,000
Removal (Hazardous Waste)	0	0	0	0	0	24,000
Permits	18,500	22,899	29,000	31,401	(2,401)	81,550
Tools	950	0	1,750	5,053	(3,303)	11,200
Dam Inspection Costs	0	0	65,000	66,055	(1,055)	65,000
Water Meters/Boxes	0	0	11,250	(1,530)	12,780	45,000
Drainage Improvements	0	0	0	0	0	1,700
Total Operational Costs	147,517	124,483	346,780	300,895	45,885	1,525,545
Miscellaneous	7,609	13,782	15,219	12,655	2,564	92,061
Admin Contingency	0	0	0	(6,688)	6,688	35,000
Director Exp/Reimbursements	450	0	900	0	900	5,400
Director Meeting Payments	1,500	0	3,000	0	3,000	18,000
Conservation	600	500	6,840	53	6,787	13,260
SACTO Regional Water Authority	0	0	18,000	9,628	8,372	18,000
SCGA Ground Water Authority	1,000	0	13,980	11,000	2,980	13,980
Interest Expense	1,893	478	3,755	1,215	2,540	24,330
Reserves Spent	43,590	0	68,590	0	68,590	68,590
Total Other Expenses	56,642	14,760	130,284	27,863	102,421	288,621
Total Operating Costs	633,899	563,264	1,661,014	1,223,596	437,420	7,291,117

.FY20-21.CSD.BUDGET-ACTUAL MO_YTD
DETAIL BY FUND

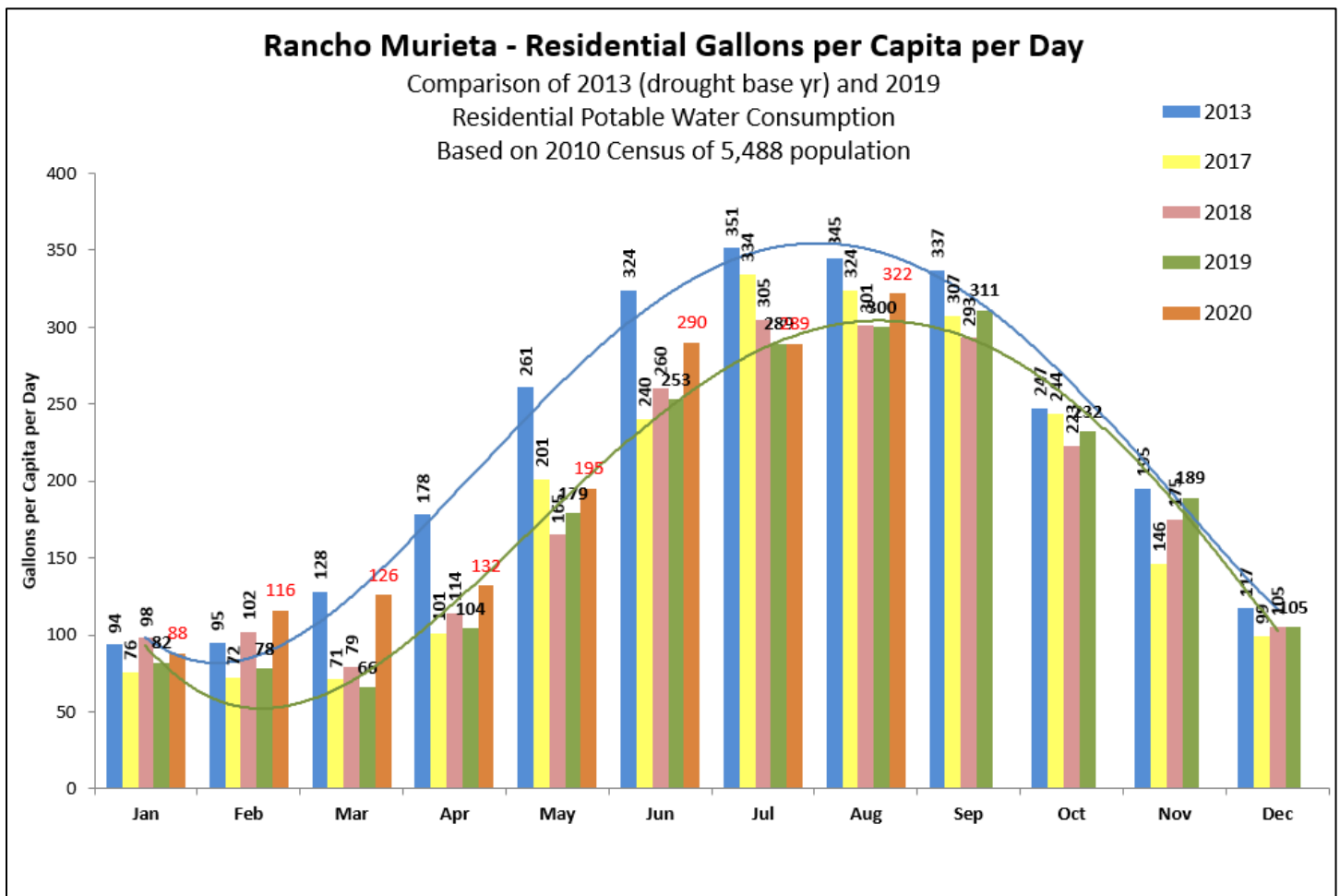
6C Security Report - Pending

MEMORANDUM

Date: September 9, 2020
To: Board of Directors
From: Paul Siebensohn, Director of Field Operations
Subject: Utilities Monthly Update

WATER TREATMENT

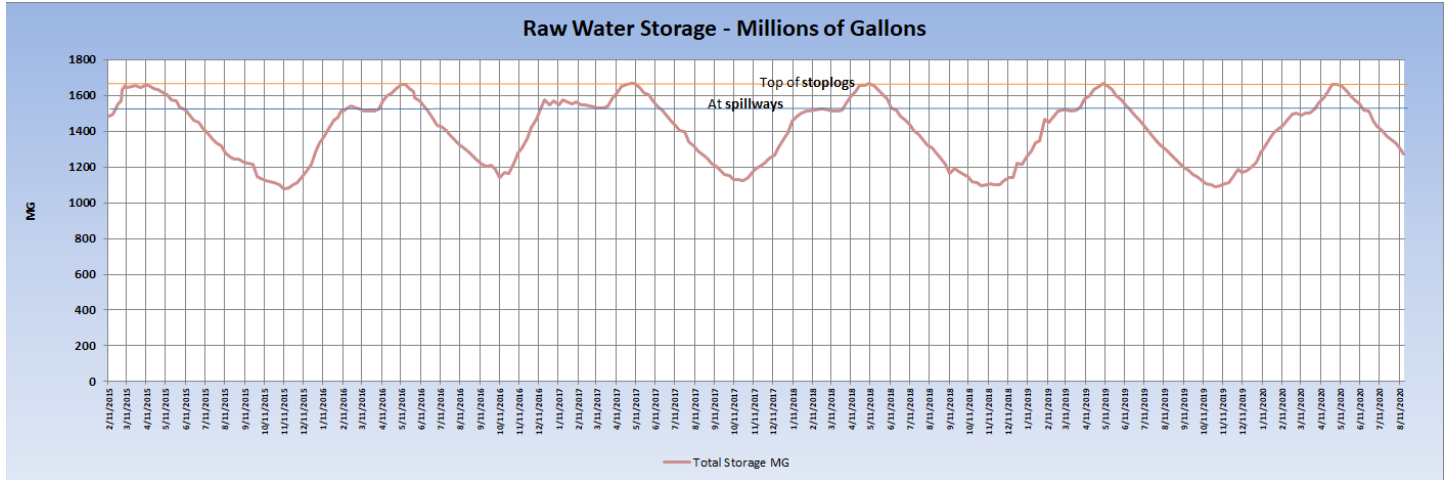
Plant #1 and Plant #2 are in operation to meet daily demands producing at 2.29 million gallons per day (MGD). The water plants produced 73.8 million gallons (MG) of potable water in August. The production value per connection was 858 gallons per connection per day for August. Gallons of water used per capita per day were 322 vs 345 in 2013, a 6.7% decrease in use in the base comparison year of 2013 as shown in the updated graph below.



Early Monday morning, August 24th, the Water Plant SCADA system failed, and water tank levels lost level communications back to the plant due to a lightning strike. Staff and I worked to reset the SCADA system and restart the plants, check on other facilities and needed to call in vendors to make necessary repairs and programming changes. Luckily, our Chief Plant Operator caught this by checking on the water plant –when he woke up early in the morning. We’re working to make corrections to our systems, so this won’t happen again, as well as developing a backup plan that will notify us if it does.

WATER SOURCE OF SUPPLY

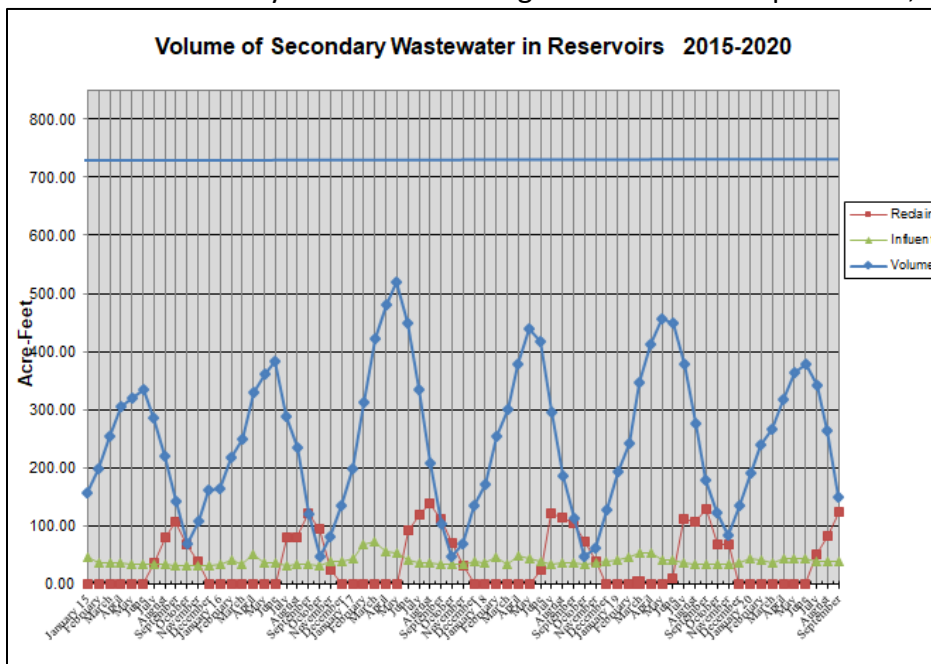
On August 9, 2020, all raw water storage for Calero, Chesbro, and Clementia Reservoirs volume measured 1,269 million gallons (3,895 acre-feet [AF]). In August, was no rain received, and evaporation was measured at 9.71 inches. A graph of the raw water storage volumes is shown below.



WASTEWATER COLLECTION, TREATMENT, AND RECLAMATION

For August the influent wastewater flow averaged 410,968 gallons a day, for a total of 12.74 MG, (39.1 AF). This is approximately 156 GPD per sewer connection. On August 9, 2020, secondary wastewater storage measured 75.1 MG (230.45 AF), of which 70.2 MG (215.5 AF) is usable for reclamation due to dead storage. The Wastewater Reclamation Plant continues to be in full operation to supply the Rancho Murieta Country Club golf courses reclamation water for their irrigation use.

Below is a graph of the recent secondary wastewater storage volumes as of September 4, 2020.



SEWER COLLECTION

No issues within the District's sewer collection lines occurred this past month.

DRAINAGE

Utility staff continued cutting weeds in the drainage system, spending approximately 98 hours in the drainage system in August. Temporary staffing hours were cut back due excessive heat and poor air quality. Staff tried several times to get into areas of the drainage, which should have dried up this time of year to perform maintenance. However, the areas were oversaturated from excessive irrigation. Staff tagged the homeowners in the area to let them know they needed to cut back or stop irrigating for a time to allow them to get in equipment to complete work. This worked to a certain extent to allow staff to complete some work redefining natural drainage, as shown in the photo on the right.



WATER METERING AND UTILITY STAFF WORK

In August, nine (9) ¾ -inch, two (2) 2-inch meters, and two (2) MXU radio-read units were replaced as part of water metering maintenance. Also completed were six (6) Underground Service Alert markings and thirty (30) utility star service orders for the Administration Department. This consisted of high usage investigations. Usage is generally up due to people staying and working from home.

Three (3) water leaks were found and repaired in August. One was a major repair at the intersection of Lago, Pera, and Lindero Dr. in the North community. This leak turned out to be a “major” repair because the leak was in the cross-section of four water mains, with the water mains being approximately six feet deep. To make the work safer and more accessible, a 17'x 15' pit/hole was excavated around the water mains and valves. After excavation, three mainline valves were removed and three new valves, plus one more line valve were installed. Staff had several obstacles, which included unmarked SMUD lines and unmarked communication lines. This required extra calls and time spent waiting for the utility companies to respond, and then having to work around These unexpected issues required more handwork than was expected.

PROJECTS

District Projects

Water Rights Renewal

We are in the process of drafting checks to pay the fees associated with the permit renewal.

Recycled Water and Untreated Water Fee Study

No update. On hold until fall.

Chlorine Gas to Sodium Hypochlorite (bleach) conversion

Electrical conduits are being run for the various electrical and telemetry connections needed. Piping work is slowly being completed in between competing priorities for Utility staff.



Dam Inundation Mapping and Emergency Action Plans

Our consultant is working on the Emergency Action Plan for the Michigan Bar dam located at the wastewater facility. No response has been received back from Sacramento County OES on the submittal of the Calero, Clementia, and Chesbro emergency action plans.

6B Sewer Lift Station PLC & Backpan replacement

TESCO has scheduled a start-up visit for September 9th to prepare a plan for the panel swap over, which will require the site to be down for a short amount of time. Backup pumping is no longer needed as they will hard-wire a switch for the sewer pumps while the replacement occurs.

PROJECTS

Development

The Retreats East and North

No update.

Rancho Murieta North – Development Project

The developer reports that they have a consultant working on incorporating traffic comments from the County and the applicant.

The Murieta Gardens – Highway 16 Off-Site Improvements

The Encroachment Agreement for the Bel Air Sign that was installed within the project easement of the CIA has been signed by the developer and is an item on tonight's agenda for Board approval.

MG - Lot 4&5

No update.

MG - Murieta Marketplace

No update.

MG -Lot 10 (PDF Office)

No update.

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

The project provided a revised plan set back on August 21, 2020, in response to Coastland's review and has provided requested deposit funding

The Murieta Gardens I & II – Infrastructure

No update.

FAA Business Park

No update. We anticipate the project will be requesting water and sewer service soon.

The Residences of Murieta Hills East

No update. This project has yet to submit an application to the District regarding a formal project.

Riverview

Coastland has provided review comments back to the project on their first submittal of project documents on August 10, 2020. A sewer study was submitted later and is currently under review by Coastland.

Rancho Murieta Community Services District

October 2020

Board/Committee Meeting Schedule

October 1, 2020

Communications/Technology	7:30 a.m.
Security	10:00 a.m.

October 2, 2020

Special Finance	10:00 a.m.
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October 6, 2020

Personnel	7:30 a.m.
Improvements	8:00 a.m.

October 21, 2020

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



10 Resolution to Authorize Foreclosure Proceedings-
Pending

MEMORANDUM

Date: September 14, 2020
To: Board of Directors
From: Paul Siebensohn, Director of Field Operations
Subject: Second reading to adopt Ordinance O2020-03 Amending District Code Chapter 15

RECOMMENDATION:

Adopt Ordinance O2020-03 Amending District Code Chapter 15 to update and revise errors. Recommend for Board adoption of the Ordinance O2020-03.

BACKGROUND:

The approval of the introduction of the adoption of the first reading of the District Sewer Code revisions was approved unanimously by the Board at the District's Board meeting on August 19, 2020. This is the second reading to adopt the Ordinance.

ORDINANCE NO. O2020-03

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE RANCHO MURIETA COMMUNITY SERVICES DISTRICT AMENDING DISTRICT CODE CHAPTER 15 THE DISTRICT SEWER CODE

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

SECTION 1. PURPOSE AND AUTHORITY. The purpose of this Ordinance is to update District Code Chapter 15, in its entirety.

SECTION 2. FINDINGS. The Board of Directors finds and determines as follows:

District Code Chapter 15, District Sewer Code, is updated in its entirety to clarify items within it and correct formatting.

INTRODUCED by the Board of Directors on the 19th day of August 2020.

PASSED AND ADOPTED by the Board of Directors of the Rancho Murieta Community Services District at a regular meeting on the 16th day of September 2020 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Timothy E. Maybee
President, Board of Directors

Attest:

Amelia Wilder
District Secretary

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

DISTRICT CODE

CHAPTER 15

THE SEWER CODE

INSTALLATION, CONNECTION AND USE OF THE DISTRICT
WATER SANITARY SEWER SYSTEM



Amended September 16, 2020
By Ordinance O2020-03

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**DISTRICT CODE
CHAPTER 15**

**POLICIES REGULATING THE INSTALLATION, CONNECTION AND USE OF THE DISTRICT
SANITARY SEWER SYSTEM**

SECTION 1.00 - General Provisions

1.01 Title

This Chapter shall be known as the "Sewer Code" and may be cited as such.

1.02 Scope of Service

The provisions of this Chapter shall apply to sanitary sewer facilities and service in, upon or affecting the territory of the Rancho Murieta Community Services District, and the design, construction, alteration, use, and maintenance of public sanitary sewers, pumping equipment and facilities, treatment plants and facilities, connections and services, and all system appurtenances; the disposal of sewage and drainage of buildings; the issuance of permits and the collection of fees therefore; fees to pay for the costs of checking plans, inspecting construction, and making record plans of the facilities permitted hereunder; providing penalties for violation of any of the provisions hereof, and all other necessary or related matters.

SECTION 2.00 Definitions

2.01 Applicant

Applicant shall mean the owner, or the agent of the owner, of the property for which sanitary sewer service is being requested.

2.02 Board

Board shall mean the Board of Directors of Rancho Murieta Community Services District.

2.03 Building

Building shall mean any structure used for human habitation or a place of business, recreation or other purposes.

2.04 Collection System

Collection System shall mean all portions of the District sewer system, and related facilities, whether owned by the District and on publicly owned property or owned by the customer and on privately owned property. *(Amended by Ordinance 85-5)*

2.05 Contractor

Contractor shall mean an individual, firm, corporation, partnership or association duly licensed by the State of California to perform the type of work to be done under the permit.

2.06 Customer

Customer shall mean the owner or agent of the owner of the property receiving sanitary sewer service.

2.07 District

District shall mean the Rancho Murieta Community Services District.

2.08 General Manager

General Manager shall mean the person appointed by the Board to the position of General Manager of the Rancho Murieta Community Services District.

2.09 Interceptor (aka grease trap)

Plumbing device designed to intercept most greases and solids from the customer's premises before they enter the District's sewer system.

2.10 Lateral or Lateral Sewer

Lateral or Lateral Sewer shall mean that portion of the collection system owned by the District, located in the street, public right-of-way, or District easement, and running between the main line and to the sewer stub to the customer's premises. *(Amended by Ordinance 2020-03.)*

2.11 Main Line

Main Line shall mean that portion of the collection system owned by the District, located in the street, other public right-of-way, or District easement and generally eight inches or more in diameter. *(Amended by Ordinance 85-5)*

2.12 Permits

Permits shall mean the District's written approval or authorization for a District customer to receive sewer service. *(Amended by Ordinance 85-5)*

2.14 Person

Person shall mean any human being, individual, firm, company, partnership, association, and/or private corporation. *(Amended by Ordinance 85-5)*

2.15 Premises

Premises shall mean a parcel of real estate, including any improvements thereon, which is determined by the District to be a single unit for purposes of receiving, using and paying for service. In making this determination, the District shall take into consideration such factors as whether the unit could reasonably be subdivided and whether the unit is being used for a single enterprise, apartment or dwelling.

2.16 Private Sewer or Private Sewer Line

Private Sewer or Private Sewer Line shall mean that portion of the customer sewer service line owned by the customer and running from the end of the sewer service stub to the customer's premises receiving sewer service. *(Amended by Ordinance 02020-03)*

SECTION 3.00 – General Policies

3.01 General Policy of Operating System

The District shall operate and maintain the sewer system in an efficient and economical manner and supply sewer service as fairly and equitably as possible. The charges to be made for service shall be set at rates necessary to enable the District to recover all costs of supplying sewer service including, but not limited to, the costs for the following:

- a. Collecting, pumping, treating, storing sewage, and reusing wastewater;
- b. Customer service;
- c. Administration;
- d. Overhead;
- e. Debt service;
- f. In lieu taxes;
- g. Replacement and maintenance of facilities, and
- h. All other necessary and appropriate expenses.

3.02 Responsibility for Sewer System

- a. The customer served by the District's collection system shall be responsible for the installation, operation, maintenance, inspection, repair, and replacement, and costs thereof, of the private sewer line, and all other devices or safeguards required by this Chapter. The customer responsibility for the private sewer line includes keeping the line free from roots, grease deposits, and other solids, clearing stoppages or blockages, and repairing damage. The District's responsibility for operation, maintenance, inspection, repair, and replacement extends only from the sewer main to the end of the sewer service stub. The responsibility for the connection at and beyond the sewer stub is borne by the customer as depicted in the District Sewer Standard Drawings. The installation of a District device upon private property, or within a portion of the collection system not owned by the District, shall not obligate the District to operate, maintain, or replace devices, works or facilities not otherwise owned by the District. *(Amended by Ordinance O2020-03)*
- b. District shall be responsible for operation and maintenance of that portion of the collection system that is in a District-owned easement or right-of-way, but not including any portion of a private sewer line. *(Amended by Ordinance O2020-03)*
- c. The customer served by the District's collection system shall be responsible for and liable for all costs associated with the repair of any damage caused by the customer or its contractor or agent to the collection system, wherever located, including but not limited to sewer obstructions in or introduced from customer's private sewer. *(Amended by Ordinance O2020-03)*

3.03 Unauthorized Use of District Sewer Service

No person shall supply sewer service to any person, or to any premises, or extend sewer service within served premises, except with prior authorization by District permit or with prior approval in writing by the District. *(Amended by Ordinance O2020-03)*

3.04 Sewer Required

The owner of any existing building situated within the District and abutting on any street in which there is now located or may in the future be located a main line or lateral of the District, is hereby required at the owner's expense to connect the building directly with the District's collection system in accordance with the provisions of this Chapter within ninety (90) days after date of official notice to do so, provided that the main line or lateral is within two hundred (200) feet of the nearest point of the property. *(Amended by Ordinance 85-5)*

3.05 Access to and Inspection of the Collection System

- a. The District shall have access at all reasonable times to the collection system, whether located on or off the customer's premises, for the purpose of inspecting, installing, maintaining, operating, removing, or taking other necessary actions relating to the collection system. *(Amended by Ordinance 85-5)*
- b. Whenever reasonably possible, the District shall obtain the customer's consent or give twenty-four hours advance notice of the District's intent to enter and inspect a customer's private sewer line. *(Amended by Ordinance 85-5)*
- c. No person shall be allowed to interfere or otherwise hinder the District's inspection, installation, maintenance, operation, removal, or other lawful or necessary District activity regarding the collection system. *(Amended by Ordinance 85-5)*
- d. No person shall place on any sewer easement any obstruction, such as wires, fences, trees, or buildings, which may impede or otherwise interfere with the collection system owned by the District. Upon the District's written request, such obstruction shall be immediately removed by the violator at no cost to the District or at the Districts' option, shall be removed by the District at the violator's expense. *(Amended by Ordinance 85-5)*

3.06 Unsafe Apparatus or Damaging Conditions

If an unsafe or hazardous condition is found to exist on the customer's premises, or if the customer's use of sewer service is found to be detrimental or damaging to the District or its customers, the District may discontinue sewer service without notice, provided that the District shall notify the customer immediately of the reasons for the discontinuance and the corrective action to be taken by the customer before service can be restored. *(Amended by Ordinance 85-5)*

3.07 Fraudulent Use of Service

When the District has discovered that a customer has obtained sewer service by fraudulent means, or has diverted the sewer service for unauthorized use; the service to that customer may be discontinued in the manner set forth in Section 10.00 herein. The District shall not be required to restore service until the customer has complied with all rules and requirements of the District and the District has been reimbursed for the full amount of the service rendered and the actual or estimated costs to the District incurred by reason of the fraudulent use. *(Amended by Ordinance 85-5)*

3.08 Continuity of Service

The District shall not be liable for any interruption, or insufficiency of sewer service at the customer's point of connection, or for any loss or damages occasioned thereby. *(Amended by Ordinance 85-5)*

3.09 Contractors Hired by the District

The District may waive portions of this Chapter for persons hired by the District to construct any part of the District's collection system. *(Amended by Ordinance 85-5)*

3.10 Delegation of Authority

The General Manager shall have the authority to delegate the performance of any of the Manager's responsibilities to any District employee or independent contractor.

3.11. Compliance with California Plumbing Code

Applicants, contractors, and customers shall comply with applicable provisions of the California Plumbing Code, including the requirement to install and maintain a backflow prevention device when the building or premises contain a plumbing fixture installed on a floor level that is lower than the next upstream manhole cover of the District collection system.

SECTION 4.00 District Construction Requirements

(Amended by Ordinance 85-5)

4.01 Permit Required

No person, other than persons specifically excluded by this Code, shall construct, extend, or connect to any portion of the District's collection system without first obtaining a sewer permit from the District, paying all applicable fees as set forth in this Chapter and complying with the District Code and other applicable requirements. *(Amended by Ordinance 85-5)*

4.02 Time Limit on Permit

To maintain the continuing validity of a permit, the permittee shall commence work under a permit within six months of the date of the District's issuance of the permit and, once work is initiated, shall not discontinue work under the permit for a period of one year or more, unless all work pursuant to the permit is completed. If the permittee fails to commence work under the permit within six months of the permit's issuance or if the permittee discontinues work for a period of one year or more, without completing the project, the permit shall be void and no further work shall be done under the permit until the District issues a new permit and the applicant pays all applicable fees. *(Amended by Ordinance 85-5)*

4.03 District's Studies

The District shall have the right to require or undertake the preparation of engineering, economic, environmental, or financial evaluations, at the applicant's sole cost, of any request for District sewer service when such service may necessitate the installation of sewer facilities or additions to the District collection system. *(Amended by Ordinance 85-5)*

4.04 Plans

(Amended by Ordinance 85-5)

- a. Each application for a permit shall be accompanied by three sets of complete plans and specifications for the installation of any portion of the collection system. The plans shall comply with the District Code and all other applicable rules and regulations.
- b. The plans shall be the exclusive property of the District.
- c. The District shall determine the adequacy of the proposed sewer facilities as to the size, type, and quality of materials and as to the location of facilities to serve the proposed development, including off-tract sewer lines and other appurtenances. The District shall have the authority to require the applicant to submit revised plans consistent with District standards.
- d. When the District is satisfied that the work proposed by the plans is proper and the plans are sufficient; it shall authorize the issuance of a permit subsequent to the applicant's payment of all applicable fees, charges, and deposits.

4.05 Time for Installing Sewer Lines

Whenever practicable, the lateral shall be installed at the time of sewer main line is installed. *(Amended by Ordinance 85-5)*

4.06 District Construction Standards

All work performed on installing any portion of the collection system and all acts, including design and construction, relating thereto shall comply with the District standard specifications. Copies of the standards are on file with the District office. *(Amended by Ordinance 85-5)*

4.07 Persons Authorized to Perform Work on District Collection System

- a. Only validly licensed contractors are authorized to perform work on the District's collection system, including connections thereto. All terms and conditions of the permit issued by the District to the applicant shall be binding on the applicant's contractor. *(Amended by Ordinance 85-5)*
- b. At the District's option, main line extensions and sewer laterals, and connections thereto, shall be performed either by the District or persons hired thereby or under the supervision of District employees by licensed contractors retained by the applicant. *(Amended by Ordinance 85-5)*
- c. When the District determines that any installation or connection shall be performed by the District, the applicant shall pay in advance an amount of funds as determined by the District to be equal to the approximate District cost of construction and other necessary expenses. Upon completion of construction, the District shall refund the excess, if any, of the funds paid by the applicant or, if applicable, the applicant shall pay the amount, if any, by which the actual cost exceeded the applicant's deposit. *(Amended by Ordinance 85-5)*

4.08 Separate Sewer Lines

- a. Separate premises, whether owned by the same or different persons, shall not be supplied with sewer service through the same sewer lateral or private sewer line. *(Amended by Ordinance 85-5)*
- b. When premises, currently served by the District's collection system, are divided into two or more premises, the existing lateral and private sewer line shall be considered to belong to the premises into which the lateral and private sewer line more/most directly enters. The new premises shall require the installation of a separate lateral and private sewer line, at the customer's expense, and the payment of all other applicable fees and charges. *(Amended by Ordinance 85-5)*

4.09 Customer Responsibility for Construction and Payment of Collection System

The customer shall be responsible, at the customer's own expense, for installing his/her private sewer line according to District standards. The customer shall also be financially responsible for the installation of any other portion of the District's collection system, which is necessary to serve the customer's property. *(Amended by Ordinance 85-5)*

4.10 Relocation of Sewer Lateral at Customer's Request

Upon a customer's written request, the customer's sewer lateral may be relocated by the District, provided that the relocation, in the opinion of the General Manager, is not detrimental to the District's sewer system. The cost of the relocation shall be borne by the customer and shall be paid in advance to the District. The cost of the relocation shall include all applicable costs and fees for construction (if construction is performed by persons hired by the District), design, installation, inspections, administration, overhead, and any other necessary or related expenses. *(Amended by Ordinance 85-5)*

4.11 Relocation of Sewer Lateral at District's Request

Where a sewer lateral is relocated for the convenience or protection of the District, the relocation shall be at the expense of the District, provided such relocation is not made necessary by the customer. *(Amended by Ordinance 85-5)*

4.12 Connection to District Collection System

Connection of the sewer lateral into the main line shall be made in accordance with the District's standard specification and at the applicant's expense. The connection to the main line shall be made in the presence of a District inspector and under the inspector's supervision and direction. Any damage to the main line shall be repaired in conformance with District standard specifications at the applicant's sole cost. *(Amended by Ordinance 85-5)*

4.13 Inspection of Construction

- a. The District shall have the right to inspect all work on the collection system during and subsequent to its construction. When construction is completed; the work must be inspected and approved in writing by the Manager before the newly constructed facilities may be connected to the District's collection system. No construction shall be covered at any time unless it has been inspected and approved by the District. No facilities shall be connected to the District's lateral or main line unless the District has performed tests indicating the new construction is satisfactory and the facilities have been cleaned of all debris accumulated from construction operations. *(Amended by Ordinance 85-5)*
- b. The applicant shall give the District at least forty-eight (48) hours advance notice, Saturdays, Sundays and holidays excluded, of when it wished the District to perform an inspection. If work is inspected and deemed inadequate, the District shall so notify the applicant in writing and identify the deficiencies in the project. *(Amended by Ordinance 85-5)*

4.14 Final Approval of Construction

When the District determines that all work done under the permit and the main line extension agreement, if any, has been constructed according to and meets the requirements of all applicable provisions of this Code, the agreement, and any other District rules and regulations, and subsequent to the payment of all fees, the Manager shall authorize the issuance of a certificate of final inspection and completion. *(Amended by Ordinance 85-5)*

4.15 Easements

- a. If an easement is required for the extension of the main line or the making of connections, the applicant shall procure at its expense and have accepted by the Board a proper easement or grant of right-of-way having a minimum width of ten feet sufficient to allow the laying and maintenance of such extension or connection. *(Amended by Ordinance 85-5)*
- b. Any applicant who installs or proposes to install sewer facilities shall furnish the District all necessary easement and right-of-way for such facilities and the subsequent operation and maintenance thereof. *(Amended by Ordinance 85-5)*
- c. If the applicant cannot furnish the necessary easement and right-of-way the District may, at its sole option, acquire such easement and right-of-way, subject to the applicant's payment to the District of all funds necessary to cover the District's cost of such acquisition. *(Amended by Ordinance 85-5)*

- d. Until the necessary easement and right-of-way have been properly executed and recorded, the District shall not approve any plans for sewer facilities to be constructed by the person across the property of another person and the District shall not accept for public use any such sewer facilities and no person shall place such facilities into use. *(Amended by Ordinance 85-5)*

4.16 Dedication Requirement

An offer of dedication for the sewer facilities, excluding any private sewer lines shall be included in any application for a permit. The District shall not except for dedication any sewer facilities or improvements that are not constructed in conformance with requirements of the main line agreement, if any, this Code, and applicable law. Upon connection to the District's collection system and District written acceptance of the completed work, the newly constructed sewer lateral (up to the end of the sewer service stub at the first sewer cleanout) and main line shall become the District's property.

4.17 As-Builts

The applicant shall prepare and submit to the District two hardcopy sets of as-built plan prints and a set of reproducible drawings, in .pdf and .dwg format, delineating the as-built sewer mains, structures, ways, laterals, appurtenances, and all other portions of the collection system prior to, and as a condition of, District acceptance of completed construction work by an applicant. No certificate of final inspection shall be issued until such prints and drawings are filed with the District. ***(Amended by Ordinance O2020-03)***

4.18 Liability

The District and its officers, agents and employees shall not be liable for any injury or death of any person or damage to any property arising during or stemming from the performance of any work by an applicant. The applicant shall be answerable for, indemnify and hold harmless, the District and its officers, agents and employees, including all costs, expenses, attorney's fees and other fees and interest, incurred in defending the same or in seeking to enforce this provision. The applicant shall be solely liable for any defects in the performance of the applicant's work or for any failure, damage, injury, claim or loss, which may develop therefrom.

4.19 Performance Bond

The applicant shall post a surety bond, cash or other security satisfactory to the District to guarantee the faithful performance of any agreement for the applicant's construction of the sewer facilities. The surety bond, cash or security shall be in the sum of one hundred percent (100%) of the estimated cost of the work, or in such other sum as may be fixed by the District. The surety bond, cash or security shall, in addition to guaranteeing the faithful performance of the work, guarantee the maintenance of the portion of the sewer facilities constructed by the applicant for a period of one-year following the District's written acceptance of the work.

4.20 Street Work

- a. When a person who opens, grades, excavates, fills or does other street construction, deems it necessary to expose, remove, raise, lower or otherwise affect any portion of the sewer system owned by the District, the person performing such street construction shall give at least seven (7) days advance notice in writing to the District of the person's intention to perform such construction and immediate notice upon exposure or contact with such systems.

- b. At its option, the District may elect to perform the removal, raising, lowering or other construction on the District's sewer system, which is necessitated, by the street construction on its sewer system, the person requiring the street construction shall pay the District a reasonable deposit in an amount not to exceed the estimated cost of the District's construction. When the District completes its construction, the District shall refund that portion, if any, of the deposit which exceeds the actual costs of construction and the person requiring the construction shall pay the amount, if any, by which the actual costs of construction exceeds the deposit.
- c. The person performing the street construction shall be liable for any damage to the District's collection system resulting from the street construction or from the person's construction on the District's collection system.

SECTION 5.00 Main Line Extension

(Amended by Ordinance 85-5)

5.01 Sewer Main Extension

Any person desiring sewer service from the District that necessitates an extension of a District main line, construction of a new main, or any other off-premises sewer system improvement must apply in writing to the District for a main line extension agreement. The application shall require the same information as required for a sewer connection permit (section 6.02) in addition to such other information as may be required by the General Manager. The District shall have no obligation to provide sewer service to any new development project requiring a main line extension agreement until the District and applicant have entered into the main line extension agreement and the applicant has completed the improvements in accordance with the agreement. The main line extension agreement shall be in a form acceptable to the General Manager and shall set forth each party's respective obligations concerning the design, financing, and construction of the sewer system improvements by the developer, payment for District services and consultants by the applicant, dedication and transfer of land and rights of way, performance and maintenance guarantees, District inspection, testing and acceptance of improvements, and other terms and conditions the District finds necessary or appropriate in the public interest. A main line extension agreement must be approved by the Board. The main line extension agreement shall constitute the District sewer connection permit authorizing the construction of the sewer system improvements and the connection to the District collection system. The District will not approve a main line extension agreement unless it determines that the same criteria listed in section 6.02(A) are satisfied.

(Amended by Ordinance O2020-03)

5.02 Formation of an Assessment District

At the District's sole option, the District may utilize any statutory or other procedure concerning assessment districts to finance the construction of the main line extension, sewer laterals and related appurtenances.

5.03 Size of New Sewer Line

The District may require the installation of a sewer line larger than that necessary to adequately serve the applicant's property. When the District requires the installation of a larger sewer line, the District shall:

- a. Pay the difference in cost, as determined by the District, between the size necessary to serve the applicant's construction and the larger sewer line; or
- b. Perform the installation itself, subsequent to the receipt from the applicant of a sum sufficient to cover the cost of installation, and other necessary expenses, of the sewer line required by the applicant; or
- c. Require the applicant to construct the larger line subject to reimbursement as hereinafter provided; or
- d. Require a combination of the foregoing.

5.04 Reimbursement for Extensions

When an applicant enters into a main line extension agreement with the District, which requires the installation of a main line larger than that necessary to adequately serve the applicant's property, the agreement may provide for a reimbursement to the applicant as follows: *(Amended by Ordinance O2020-03)*

- a. Within the limits specified herein, when the main line extension has been installed at the applicant's sole expense, the applicant shall be eligible for reimbursement of applicant's cost based upon the applicant's and other customer's pro rata use, as determined by the District, of the extension. *(Amended by Ordinance 89-2)*
- b. The District shall levy on any customer connecting into the extension financed by applicant a fee determined by the District and based on the connecting customer's pro rata use of the extension and the actual cost of the extension. *(Amended by Ordinance 89-2)*
- c. Within 90 days of the District's receipt of any money pursuant to Section 5.04(b), the District shall pay such money to the applicant. *(Amended by Ordinance 89-2)*

SECTION 6.00 Permits and Fees

(Section Amended by Ordinance 85-5)

6.01 Application for Sewer Service When Service Connection is Adequate

Where an existing and adequate sewer lateral or private sewer line is properly connected to the District's collection system and the lateral or private sewer is or has been legally servicing the premises, the applicant of the premises to be served shall submit an application for sewer service upon a form provided by the District and in accordance with procedures established by the General Manager. The District will approve the application if it receives a complete service application for the premises, the applicant pays all applicable fees and charges, and the application and applicant comply with the requirements of this Chapter and applicable law. However, if the District determines that the existing lateral or private sewer is inadequately sized to accommodate the planned use of the premises, the applicant must process an application for a permit for a larger or improve service pursuant to section 6.02. L *(Amended by Ordinance O2020-03)*

6.02 Application for Sewer Service When Connection is Required

- a. Sewer Connection Permit; Application. When the applicant desires sewer service for premises where a sewer service connection does not exist or where the existing connection is inadequate, then the service and connection require a District sewer connection application and approved permit. No person shall uncover, alter, disturb, construct, extend, or make a connection to the collection system without first obtaining a written sewer connection permit from the District and paying all applicable connection charges and other applicable fees and charges. Any person desiring a sewer connection permit must submit a written application to the District on a form as provided by the District and in accordance with procedures established by the General Manager. The application shall include the date of the application; name, address and telephone number of the property owner and, if different, developer or builder; description of premises proposed to be served; explanation of the proposed development project, including number and type of connections and units to be served; plans for the service connection and installation, together with a list of materials to be used; and, any other information as may be required by the General Manager. The application and all related documents and materials will become the property of the District and a public record. No sewer connection permit shall be issued, and no sewer service shall be provided, unless the General Manager determines that all of the following conditions are satisfied:
1. The applicant has submitted a full and complete application.
 2. The premises to be served are within the District limits.
 3. The applicant has paid in full the applicable connection charges and all other applicable deposits, fees and charges.
 4. The premises to be served abuts an existing District sewer main in a street or right-of-way fronting the applicant's property of adequate size, condition, and capacity and the existing collection system is adequate to provide safe and reliable sewer service for the proposed use; or the applicant has entered into a sewer mainline extension agreement with the District to ensure the construction of such mains and other distribution system improvements as may be necessary or appropriate to serve the proposed use; or because of expansion or improvement planned and funded by the District or another developer, there will be adequate mains and sewer collection system improvements and capacity to serve the proposed use by the time of making the connection.
 5. The plans and list of materials comply with the requirements of this Chapter and applicable law, and the proposed size, type, quality and location of facilities and improvements are sufficient for the proposed use.
 6. The application complies with all other applicable District ordinances, resolutions, rules and regulations and applicable federal and state laws and regulations.
- b. Installation of Service Connection. Upon approval of the connection permit, the applicant may proceed with the installation in accordance with the terms of the permit. The service connection and related work must be installed by a qualified licensed contractor. The District, or its authorized representative, will inspect and test the construction work and materials used in the work. No construction will be covered unless it has been inspected and approved by the District. Upon completion of the work in accordance with the permit and this Chapter, the District will accept the completed work and the service connections (up to the end of the sewer service stub) will become District property and part of the District collection system.
- c. Rights-of-Way. Any applicant who installs a service connection must furnish to the District all necessary or appropriate easements and rights-of-way for the connection as determined by the District. If the applicant cannot furnish the easements and rights-of-way, the District may, at its sole option, acquire such easements and right-of-way if the applicant agrees to pay all acquisition-related costs and to deposit the estimated funds to cover the costs with the District. The District will not

accept any completed service connection requiring an easement or right-of-way until a satisfactory easement or right-of-way to the District has been finalized, accepted, and recorded.

- d. Time Limit on Permit. If work under connection permit is not commenced within six (6) months from the date of issuance of such permit or if, after commencing work, the work is discontinued for a period of one year, the permit shall become void and no further work shall be undertaken until a new permit is applied for and approved.
- e. Permit Transfer. With the prior written approval of the District and the written approval of the new property owner, a sewer connection permit may be transferred to a new owner of the subject premises. A permit may not be transferred to any other premises.
- f. Where the installation or enlargement of the collection system and/or sewer lateral is necessary prior to the District's supplying sewer service to an applicant, the applicant shall submit an application for a permit to the District. If the applicant conveys and District review shows the District has sufficient sewer system capacity to supply service, and the applicant complies with all other District rules and regulations, the District shall accept the application. The District shall provide sewer service subsequent to the applicant's construction, or payment for the construction, of the necessary portions of the collection system; and the applicant's payment of all fees to the District; and the applicant's compliance with all District rules and regulations; and the applicant's payment in full of all charges, if any, owed to the District. *(Amended by Ordinance O2020-03)*

6.03 Application for Permit

Any person legally entitled to apply for and receive a permit shall make such application on forms provided by the District for that purpose. Such person shall give a description of the character of the work proposed to be done and the location, ownership, occupancy, and use of the premises in connection therewith. The General Manager may require plans, specifications or drawings, studies and such other information as the Manager may deem necessary. *(Amended by Ordinance O2020-03)*

6.04 Compliance with Permit

After District's approval of the application, as evidenced by the District's issuance of a permit, the applicant shall make no change in the location of the collection facilities or other sewerage works, the grade, materials, or other details from those described in the plans on which the permit is based or as shown on the plans and specification for which the permit was issued, except with prior written permission of the General Manager.

6.05 Agreement

The applicant's signature on an application for any permit shall constitute an agreement to comply with all the provisions, terms and requirements of this Chapter, other parts of the District Code, and other rules and regulations of the District and with the plans and specifications the applicant has filed with its application, if any, together with such correction or modifications as may be made or permitted by the District, if any. This agreement shall be binding upon the applicant, and the applicant's successors, and may be altered only by the District upon written request for alteration from the applicant.

SECTION 7.00 Rates and Charges, and Collection Procedures

(Section Amended by Ordinance 85-5)

7.01 Installation Fees

- a. When the District installs a lateral, the District shall collect a deposit from an applicant prior to the installation of the lateral. Installing the lateral shall be on the basis of actual cost. If the actual cost of the installation is less than the deposit, the District shall refund the difference within sixty (60) days of completing the installation. If the actual cost of the installation is greater than the deposit, the applicant shall pay for the difference within thirty (30) days of receiving a bill therefore and prior to receiving sewer service.
- b. The amount of the fee shall be determined by the District General Manager based on an estimate of the cost of installing the lateral on a time and material basis, plus an additional administrative charge as determined by General Manager.

7.02 Community Facilities Fees

The District shall collect from all applicants for sewer service a community facilities fee to insure the continued availability of facilities for sewer service through periodic system expansion and replacement. The community facilities fee shall be paid as specified in the Community Facilities Fee Code. *(Amended by Ordinance 87-3)*

7.03 Rates and Charges for Service

The monthly service charge for each premise receiving sewer service from the District shall be: *(Amended by Ordinance O2020-02)*

- a. Residential or other premises, each unit

Base rate	\$42.77 per month
Reserve contribution	<u>\$ 6.76 per month</u>
Total monthly service charge	\$ 49.53 per month
- Murieta Village, per unit

Base rate	\$ 42.77 per month
Reserve contribution	<u>\$ 6.76 per month</u>
Total monthly service charge	\$ 49.53 per month

Non-Residential

Monthly service charge for non-residential sewer service shall be calculated on an EDU basis for each customer multiplied by the residential service charge.

(Minimum non-residential charge shall not be less than the charge for a residential unit.)

- b. For non-residential water metered accounts, the water consumption for the month of February shall be used to set the monthly sewer charge.
- c. For non-residential seasonal occupancy or uses of water metered accounts, the District will use a 12-month average of water usage to determine the monthly sewer charge.

7.04 Inspection Fee

- a. A fee based upon costs, labor, and parts shall be paid to the District for issuing a permit and inspecting each main line or lateral installation. The amount of this fee shall be determined from time to time by the General Manager and/or Board of Directors of the District; typically billed on time and materials of District staff and/or their contracted representative/s to the project or extensions deposit or billing. *(Amended by Ordinance O2020-03)*
- b. Inspection charges shall be paid prior to connection to the District's collection system.

7.05 Collection of Charges for Sewer and Other Services

The rates and charges imposed by this Chapter may be collected together with charges for any other service provided by the District. If all or any part of the bill is not paid, the District may discontinue any or all of the services for which the bill is rendered in the manner herein provided.

7.06 Billing

All sewer service accounts shall be billed monthly.

7.07 Persons Billed

- a. The District shall bill the property owner directly for all sewer services provided to the owner's premises. *(Amended Ordinance 90-6)*
- b. The property owner shall be liable for payment of all District charges. *(Amended Ordinance 90-6)*

7.08 Due Date

All bills are due and payable on the date they are issued by the District.

7.09 Delinquency

A bill for service is delinquent if not paid and received at the Rancho Murieta Community Services District office by the 25th day of the month following the month in which the bill was mailed. *(Amended by Ordinance 98-3)*

7.10 Delinquency Penalty

- a. A one-time basic penalty of ten percent (10%) of the delinquent charges shall be added to each delinquent bill for the first month the bill is delinquent.
- b. After levying the basic penalty provided in Section 7.10(a), the District shall thereafter levy an additional penalty of one percent (1%) per month to all delinquent charges and basic penalties remaining unpaid, until and unless the Board requests the County Auditor to include the amount of all delinquent rates, charges, and penalties for collection on the County property tax roll as set forth in Section 7.13. Monies paid when any portion of an account is delinquent shall first be credited to interest and penalties, then to the delinquent portion of the bill, and then to the current portion of the bill. *(Amended by Ordinance O2019-03)*

7.11 Payment of Part of Delinquency

Monies paid where any portion of an account is delinquent shall first be credited to the delinquent portion of the bill and then to the current billing.

7.12 Liens

Unpaid sewer service charges imposed by this Chapter, when recorded, shall constitute a lien upon the parcel of real property to which the sewer service was supplied. The District shall include a statement on its bill to the effect that any sewer service charge and penalty thereon remaining unpaid shall, when recorded, constitute a lien on the parcel to which the sewer service was supplied. The District may from time to time compile lists of such delinquent charges and penalties and record them with the County Recorder as liens.

7.13 Collection of Delinquent Charges and Penalties with Taxes

All rates, charges, and penalties, which remain delinquent, may be collected in the same manner as the general taxes for the District for the forthcoming year, provided that the District shall first have given the customer notice and an opportunity to be heard as provided by law. After delinquent amounts have been turned over to the County Auditor for collection, no payment shall be received by the District on the delinquent amounts except as collected by the County Tax Collector.

7.14 Adjustment of Bills

The General Manager may adjust or grant rebates from the rates or fees provided in this Chapter in the event of a dispute relating to a charge to a customer; provided, however, that all parties affected shall have a right to appeal the Manager's determination to the Board of Directors within fifteen (15) days of the date of the Manager's decision. The decision of the Board of Directors thereon shall be final and binding on all parties.

7.15 Sewer Standby of Availability Charge

The District may fix, on or before the first day of July in each calendar year and may annually collect a sewer standby or availability charge not to exceed ten dollars (\$10.00) per year for each acre of land, or ten dollars (\$ 10. 00) per year for each parcel of land of less than an acre within the District to which sewer service is made available for any purpose, whether the sewer service is actually used or not. The District may establish schedules varying the charges depending upon factors such as the use to which the land is put, the cost of transporting sewage from the land, and the amount of sewage discharge from the land. (Amended by Ordinance 96-1)

SECTION 8.00 Prohibited Use of Collection System

(Section Amended by Ordinance 85-5)

8.01 Drainage into Sanitary Sewers Prohibited

No leaders from roofs, surface drains for rainwater or storm sewers shall be connected to any sanitary sewer. No surface, storm water, artisan well flows, cooling water or unpolluted industrial process waters shall be permitted to enter any sanitary sewer by any device or method whatsoever.

8.02 Wastes Prohibited in Public Sewer

No person shall discharge or cause to be discharged any of the following wastes to any part of the collection system.

- a. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive solid, liquid or gas.
- b. Any waste containing toxic or poisonous solids, liquids, or gases in sufficient quantity either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process or pumping facilities, constitute a hazard to humans, or create a public nuisance. *(Amended by Ordinance O2020-03)*
- c. Any waste having a pH lower than 5.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment or personnel of the District.
- d. Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the collection system, such as, but not limited to ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, disposable

diapers, feathers, tar, plastics, wood, un-ground garbage, paper dishes, cups, containers, etc. either whole or ground by garbage grinders.

8.03 Types of Waste Which May be Prohibited

No person shall discharge or cause to be discharged the following described substances, materials, or wastes if it appears likely in the opinion of the General Manager that such wastes may harm the collection system, sewage treatment process or equipment, or can endanger personnel or property or create a public nuisance. In forming an opinion as the acceptability of these wastes, the General Manager shall give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers to which they discharge, sewer material, treatment process, treatment plant capacity and other pertinent factors. The substances so subject to prohibition include, but are not limited to: *(Amended by Ordinance O2020-03)*

- a. Any liquid or vapor having a temperature higher than 150F.
- b. Any water or waste, which may contain more than 100 milligrams per liter of fat, oil, or grease.
- c. Any garbage that is not biodegradable and has not been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in the collection system, with no particle greater than one-half inch in any dimension.
- d. Any waters or wastes having a pH lower than 5.0 or higher than 9.0 or having any other corrosive property capable of causing damage or hazard to structure, equipment and personnel of the District.
- e. Any waters or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials in the sewage works.
- f. Any septic tank sludge or other digested sludge.
- g. Any wastes containing phenols or other taste or odor producing substances, in concentrations exceeding limits, which may be established by the Board.
- h. Any radioactive waste or isotopes of such half-life or concentration as may exceed limits set by the Board in compliance with State or Federal regulations.
- i. Materials, which exert or cause:
 1. Unusual concentrations of inert suspended solid.
 2. Excessive discoloration.
 3. Unusual BOD, chemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the sewage treatment plant.
 4. Unusual volume of flow or slugs. As used herein, slug shall mean any discharge of water, sewage or waste, which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes or more than five (5) times the average twenty-four (24) hours concentration or flow during normal operation.
- j. Wastes containing substances, which are not amenable to treatment by the sewage treatment process employed or are amenable to treatment only to such degree that the

sewage treatment plant effluent cannot meet the requirements of the Regional Water Quality Control Board, Central Valley Region.

8.04 Acceptance of Deleterious Wastes

If any wastes containing the characteristics listed in Section 8.03, which in the judgment of the General Manager, may have a deleterious effective upon the sewerage works, process, equipment, or receiving water, is to be discharged to the collection system, the General Manager may do one or more of the following:

- a. Require pretreatment to an acceptable condition prior to discharging to the collection system.
- b. Require control over the quantities and rates of discharge.
- c. Require payment, in an amount established by the Board to cover the added cost of handling and treating the wastes.

8.05 Pretreatment or Equalization of Flow

If the General Manager recommends pretreatment or equalization of flow, the design and installation of the plants and equipment shall be subject to the review and approval of the District and no construction of such facilities shall commence until District approval is obtained in writing.

8.06 Maintenance of Pretreatment Facilities

Where pretreatment facilities are provided for any waters or wastes, unless otherwise provided, they shall be maintained continuously in satisfactory and effective operation by the owner at the owner's expense and to the satisfaction of the District.

8.07 Interceptors Required

(This Section Amended by Ordinance O2020-03)

- a. 1. Grease, oil and sand interceptors shall be required, installed and maintained at the customer's expense when in the opinion of the General Manager, they are necessary for the proper handling of liquid wastes, grease, or any objection able waste, sand and other harmful ingredients; except that such interceptors shall not be required for buildings used exclusively for residential purposes. All interceptors shall be of a type and capacity approved by the General Manager, or his/her designee, and shall be so located as to be readily and easily accessible for cleaning and inspection.
- 2. Monthly Fees: For those existing food preparation and cooking facilities where the costs of installation of a grease interceptor would be prohibitive, a charge to cover the costs for the District to handle grease from these facilities.

Fees will be charged with the regular billing cycle as follows:

Rancho Murieta Country Club	4.03
Rancho Murieta Lodge	.86
Rancho Murieta Country Store	2.30
Rancho Murieta Plaza	2.59
Rancho Murieta Village Clubhouse	1.73
Rancho Murieta Training Center	3.16

- b. 1. Notwithstanding Section 8.07(a), every restaurant, the Training Center, and every other District customer, excluding residential customers, whose premises are used for food preparation and cooking, shall have a sand, oil and grease interceptor installed in the manner and time specified herein.
2. A District customer, who is required to have an installed sand, oil and grease interceptor pursuant to Section 8.07(b) and who obtains a sewer permit from the District on or after this Ordinance's effective date, shall have an installed and operational interceptor approved by the District prior to connecting with the District's water or sewer system.
3. A District customer, who is required to have a sand, oil and grease interceptor pursuant to Section 8.07(b) and who had a sewer permit prior to this Ordinance's effective date, shall have an installed operational interceptor approved by the District within one hundred twenty (120) days of this Ordinance's effective date.
- c. All sand, oil and grease interceptors shall be designed and constructed according to the following specifications:
 1. Interceptors shall conform to the requirements of the Uniform Plumbing Code and this Ordinance.
 2. Interceptors shall be designed and constructed in accordance with District's standards, or as requested by District Engineer, and shall be approved by the District Engineer prior to connection with the District's sewer system.
 3. Interceptors shall be designed in accordance with the following criteria:
 - a. Size: Interceptor detention time shall be the greater of (1) total number of fixture units x 7.5 gpm/fixture unit; (2) dishwasher rated flow rate (gpm x 30 minutes).
Interceptors shall be at least 4'0" high and have a minimum freeboard of 12-inches below the soffit of the roof. Interior dimensions of the first compartment of an interceptor shall be a minimum of 2'6" wide and 4'0" long. Interior dimensions of the last compartment shall be 4'-0" long by a minimum of 2'6" wide. Compartment walls shall be the same height as the design water surface of the interceptor.
 - b. Type: Exterior type interceptors shall be required. "Under the sink" models are not acceptable. All fixture drains, except floor drains from the kitchen area, shall be connected to the interceptor. All restrooms shall be plumbed separately and connected to the building sewer downstream of the interceptor.
 - c. Location: Interceptors shall be located outside of the structure and as close as possible to the source of sand, oil or grease. Interceptors shall be located to facilitate the ease of maintenance and inspection. Interceptors placed in areas subject to vehicular traffic shall be designed for H₂O loadings. Interceptors shall be located near a hose bib. The final location shall be approved by the District prior to installation.
 - d. Construction: Interceptors shall be constructed with reinforced concrete and shall contain at least two compartments. Each compartment shall have a 24-inch diameter gasketed airtight standard manhole frame and cover. Each manhole shall have a pre-cast concentric cone and pre-cast 30-inch diameter extension rings. Interceptors shall have a minimum cover of 24-inches below finish Grade.

Manholes shall be located directly above inlet piping and interior compartment walls. Scum boards shall extend from the top of compartment walls to the base of the manhole extension rings. All interceptor piping and fittings shall be of ductile iron material. Piping and fittings shall be the same diameter as the building sewer line (4-inch diameter minimum). A two-way cleanout shall be provided on the interceptor outlet pipe. The outlet shall be at least 4-inches below the inlet elevation.

- e. The use of pre-approved precast interceptors or automatic mechanical grease removal systems may be allowed with the prior written approval of the District Engineer.
- d. No interceptor shall be approved by the District unless its design either conforms to the specifications herein or is, prior to installation, approved in writing by the District Manager or District Engineer.
- e. Failure to install and adequately maintain sand, oil and grease interceptor in the time and manner specified in this Section shall be grounds for termination of District water and/or sewer service according to applicable law.
- f. All customers with installed interceptors shall provide the District with an annual report of monthly interceptor and cleaning activity.
- g. The District has the right to periodically test and inspect any interceptor.
- h. All customers with installed interceptors shall add District-furnished bacteria to the interceptor as may be required by the District.
- i. Any person who improperly disposes sand, oil, grease or other objectionable waste into the District sewer system shall be liable for the cost of any damage caused thereby to the District system, including the costs of cleaning out the deposited material.

8.08 Maintenance of Interceptors

Unless otherwise provided, all grease, oil and sand interceptors shall be maintained by the owner, at the owner's expense, in continuously efficient operation at all times. Records of maintenance or interceptors must be made available to District staff or their representatives as requested. *(Amended by Ordinance O2020-03)*

8.09 Control Manholes

When required by the General Manager, the owner of any property served by the District and carrying industrial wastes shall install suitable control manhole in the private sewer line to facilitate observation, sampling and measurement of wastes. Such manholes, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the General Manager. The manhole shall be installed by the owner at the owner's expense and shall be maintained by the owner so as to be safe and accessible at all times.

8.10 Measurements and Tests

All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in this Chapter shall be determined in accordance with the latest edition of "Standard Methods of

the Examination of Water and Wastewater” and shall be determined at the control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the main line to the point at which the lateral is connected.

8.11 Swimming Pools

It shall be unlawful for any person to discharge the contents of a swimming pool into a collection system without notification to and approval by District, at least twenty-four (24) hours in advance. *(Amended by Ordinance O2020-03)*

8.12 Special Agreements

No statement contained in this Chapter shall be construed as preventing any special agreement or arrangement between the District and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the District for treatment, subject to payment thereof by the industrial concern and subject to such terms and conditions as may be required by the District.

8.13 In General

All applications for connections to the District collection system from industries of any sort shall be submitted to the District for evaluation and then to Board for consideration and approval before the permission is granted for said connection and use. The District shall have the power to regulate both the quantity and quality of any industrial waste, and monthly sewerage use charges. *(Amended by Ordinance O2020-03)*

The applicant shall install approved type screens to remove all solids retained on the mesh screen required by the State Board of Health.

The applicant shall install an approved flume and automatic recording device, all at the applicant's expense, when required by the District.

The District shall have the right at all times to the operation of the screening mechanism, the operation of the recording mechanism, and to make a record of the readings. *(Amended by Ordinance 92-3)*

8.14 Prohibited Uses *(This section Amended by Ordinance O2020-03)*

- a. Prohibited Connection or Contact with Domestic Water: Domestic water is defined as water for human consumption or recreation use. The following requirements are intended to prohibit reclaimed wastewater and domestic water interaction:
 - 1. No connection between the potable water supply and piping containing reclaimed or untreated wastewater shall be allowed.
 - 2. A backflow prevention assembly shall be required on all domestic water service connections in reclaimed wastewater use areas.
 - 3. Ten (10) foot horizontal and one-foot vertical separation between pipelines transporting reclaimed wastewater and domestic water shall be maintained at all times. Domestic water shall be above reclaimed wastewater wherever possible.

4. Permanent labeling of reclaimed wastewater piping, valves, water controllers, etc. shall be required.
 5. Supplementing of reclaimed wastewater from any other water sources shall not be allowed except through an air gap or reduced pressure principle (RP) device.
 6. Irrigation or impoundment of reclaimed wastewater within 500 feet of a domestic well or 100 feet of an irrigation well shall not be allowed.
 7. Hose bib connections shall not be allowed on irrigation systems sing reclaimed wastewater.
 8. Restrictive and secured water valves, outlets, quick couplers, and sprinkler heads that permit operation by authorized personnel only shall be required.
- b. **Enforcement:** Enforcement of the requirements of this Section will be performed by the District General Manager in accordance with the provisions of Section 11.00 of this Chapter.
- c. **Pre-existing Conditions:** Non-conforming physical conditions existing as of the effective date of this ordinance, which have the potential of creating a public hazard and/or nuisance shall be deemed to be a violation of this ordinance. The user shall be allowed a grace period of three (3) months from the effective date of this ordinance within which to correct the violation or to obtain a District approval to allow the non-conforming violation to remain. If approval is not granted or the non-conforming violation is not corrected within the grace period, the District may correct the violation at the user's sole cost.
- d. **Variance:** Notwithstanding Section 8.14(b) of this Ordinance, the District General Manager shall have the authority to extend the grace periods set forth in Section 8.14(b) and/or to authorize nonconforming violation to remain. The General Manager shall also have the authority to allow a variance from the prescribed standards as set forth in this Section on a case by case basis when in the General Manager's judgment, the variance will not detract from the effectiveness of the warning or other protective measures required by this Section. A District customer has the right to appeal the General Manager's granting or denial of such a variance to the Board of Directors.

8.15 Recording Device

The applicant shall install an approved flume and automatic recording device, all at the company's expense, when required by the District.

8.16 Screening/Recording Mechanism

The District shall have the right at all times to check the operation of the screening mechanism, the operation of the recording mechanism and to make a record of the readings.

SECTION 9.00 Special Types of Sewer Service (Amended by Ordinance O2020-03)

9.01 Sewer Service Outside District

- a. The District may provide or allow sewer service to property outside its boundaries when the Board finds that such service shall not adversely affect the sewer service within the District, support of said service if fully funded by applicant, and that a surplus of sewer collection and treatment capacity exists. The District may provide sewer service to premises outside the District boundaries only if (1) the District and owner of the subject premises approve an

extraterritorial service agreement on terms acceptable to the Board, (2) the Board finds that such service will not adversely affect the sewer service within the District, and (3) the extraterritorial service is authorized or approved by the Sacramento County Local Agency Formation Commission under Government Code section 56133 (or successor statute).

- b. In the event that, because of increased usage or other causes, service outside the District becomes adverse to the District's interest or the interest of District customers located within the District or surplus sewer and/or treatment capacity is no longer available for such outside use, the District may discontinue or disconnect the service outside the District 120 days after the District gives written notice to the person or premises receiving the sewer service that such outside service is to be terminated.
- c. Except as set forth in this Section, the rules and regulations of the District shall apply to all customers outside the District.
- d. Rates and charges to all customers outside the District shall be one hundred fifty percent (150%) of the applicable rate and charges for customers within the District, as set forth in Section 7.00. No Capital Improvement Connection Fee (CICF) shall be charged for sewer service outside the District.
- e. Prior to receiving service, a customer outside the District shall deposit an amount equal to three months of the District's applicable rates for sewer service.
- f. The supply of sewer service to persons or premises outside the District shall not create a vested right with the person or premise outside the District to continue to receive sewer service from the District nor any credit or refund for improvements made to receive such sewer service.

SECTION 10.00 Enforcement Disconnection and Restoration of Service *(Amended by Ordinance 85-5)*

10.01 Enforcement

The General Manager shall enforce the provisions of this Chapter and, for such purpose, shall have the powers of the peace officer, if deputized or if authorized by law. Such power shall not be regarded as limitations on or otherwise affecting the powers and duties of the County Health Officer.

10.02 Violation of Chapter

In the event of a violation of any laws, ordinances, rules or regulations of the State of California, the County of Sacramento or the District, respecting the subject matter contained herein, the District shall notify in writing the person or persons causing, allowing, or committing such violation within five (5) days after receipt of such notice, and the General Manager shall have the authority to disconnect the property served from the District Sewer System, in the manner set forth herein.

10.03 Public Nuisance

Continued habitation of any building or continued operation of any commercial or industrial facility in violation of the provisions of this or any other Chapter, rule or regulation of the District is hereby declared to be a public nuisance. The District may cause proceedings to be brought for the abatement for the occupancy of the residence, building, industrial, or commercial facility during the period of such violation.

10.04 Disconnection

As an alternative method of enforcing the provisions of this or any other Chapter, rule or regulation of the District, the General Manager shall have the authority to disconnect the customer from the District's collection system, through disconnection of water service, without liability to the District in the following manner:

- a. At least ten (10) business days before the proposed disconnection of any service, a customer shall be provided with written notice of the procedure for and the availability of an opportunity to discuss the reasons for the proposed disconnection of service.
- b. After notice has been given as specified in subparagraph (a) and prior to disconnection of service, a customer shall have the opportunity to discuss the reason for the disconnection with- an employee designated by the District who shall be empowered to review disputed bills, rectify errors, and settle controversies pertaining to disconnection of service.
- c. No service shall be disconnected by reason of delinquency in payment of bills on any Saturday, Sunday, legal holiday, or any time during which the District's office is not open to the public.

10.05 Settling Disputes

The General Manager is hereby authorized to review disputes pertaining to any matters for which service may be disconnected and to adjust errors and settle disputes pertaining to such matters.

10.06 Public Nuisance and Abatement

During the period of any disconnection, the habitation of such disconnected premises by human beings shall constitute a public nuisance, which shall authorize the District to bring proceedings for the abatement of the occupancy of the premises during the period of the disconnection. In such event, and as a condition of restoring service, the District shall be paid reasonable attorney's fees and costs of suit arising from such action, plus any other necessary charges for or incurred in the restoration of service.

10.07 Restoration of Service

When service under this Chapter has been disconnected for any reason, the service shall not be restored until all unpaid sums are paid in full, plus all District expenses for disconnection and restoring the service, plus a twenty-five-dollar (\$25) restoration fee.

10.08 Recovery of Costs

In the event that the District is required to bring legal action to enforce any provision of this Chapter, including but not limited to the collection of delinquent fees and charges, the District shall be entitled to recover its reasonable attorney's fees, interest and other costs of suit.

10.09 Means of Enforcement Only

The District hereby declares that the foregoing procedures are established as a means of enforcement of the terms and conditions of its ordinances, rules and regulations, and not as a penalty.

10.10 Cumulative Remedies

All remedies set forth herein for the collection and enforcement of rates charges, and penalties are cumulative and may be pursued alternatively, concurrently, or consecutively.

10.11 Misdemeanor

A violation of any provision of this Chapter is a misdemeanor, punishable by a fine not to exceed five hundred dollars (\$500) or by imprisonment in the County Jail not to exceed six (6) months, or both. Each and every day, or part of a day that a violation of the Chapter continues, shall be deemed as separate offense hereunder and shall be punishable as such.

10.12 Penalties

The goal of the provisions of this chapter are to achieve voluntary compliance from the customer, and the District will take reasonable measures to assure the customer has information available to promptly and efficiently address sewer use issues. Where voluntary compliance cannot be achieved through initial contacts and warnings, then appropriate further action may be required. Except as otherwise provided herein, violations of any provision of this chapter shall be generally addressed as follows. *(Amended by Ordinance 2020-03):*

Violation	Penalty
First	Personal or written notification of the violation
Second	Written notification and issuance of a notice to correct
Third	Issuance of an administrative penalty of \$100
Fourth	Issuance of a penalty of \$200
Fifth	Issuance of a penalty of \$500
Final	Disconnected water service and/or other penalties as provided in the notice of violation and as determined by the General Manager.

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

DISTRICT CODE
CHAPTER 15

THE SEWER CODE

INSTALLATION, CONNECTION AND USE OF THE DISTRICT
WATER SANITARY SEWER SYSTEM



Amended ~~August 21, 2019~~ September 16, 2020
By Ordinance ~~2019-03~~ 2020-03

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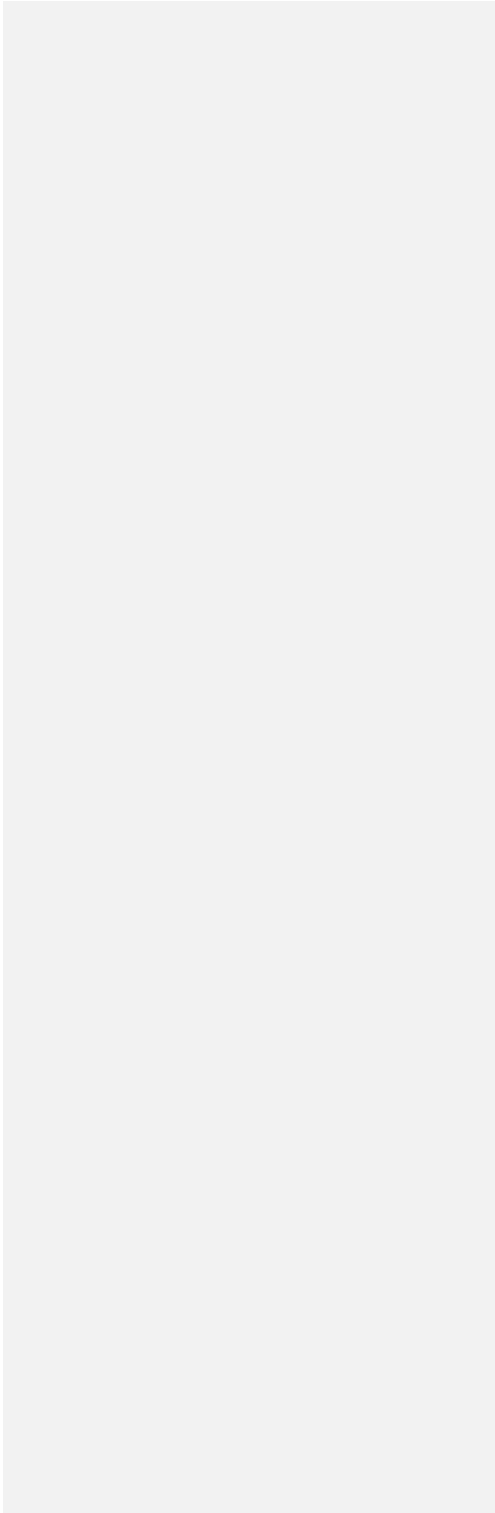
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**DISTRICT CODE
CHAPTER 15**

**POLICIES REGULATING THE INSTALLATION, CONNECTION AND USE OF THE DISTRICT
SANITARY SEWER SYSTEM**

SECTION 1.00 - General Provisions

1.01 Title

This Chapter shall be known as the ~~"Sanitary Code" or~~ "Sewer Code" and may be cited as such.

1.02 Scope of Service

The provisions of this Chapter shall apply to sanitary sewer facilities and service in, upon or affecting the territory of the Rancho Murieta Community Services District, and the design, construction, alteration, use, and maintenance of public sanitary sewers, pumping equipment and facilities, treatment plants and facilities, connections and services, and all system appurtenances; the disposal of sewage and drainage of buildings; the issuance of permits and the collection of fees therefor; fees to pay for the costs of checking plans, inspecting construction, and making record plans of the facilities permitted hereunder; providing penalties for violation of any of the provisions hereof, and all other necessary or related matters.

SECTION 2.00 Definitions

2.01 Applicant

Applicant shall mean the owner, or the agent of the owner, of the property for which sanitary sewer service is being requested.

2.02 Board

Board shall mean the Board of Directors of Rancho Murieta Community Services District.

2.03 Building

Building shall mean any structure used for human habitation or a place of business, recreation or other purposes.

2.04 Collection System

Collection System shall mean all portions of the District sewer system, and related facilities, whether owned by the District and on publicly owned property or owned by the customer and on privately owned property. *(Amended by Ordinance 85-5)*

2.05 Contractor

Contractor shall mean an individual, firm, corporation, partnership or association duly licensed by the State of California to perform the type of work to be done under the permit.

2.06 Customer

Customer shall mean the owner or agent of the owner of the property receiving sanitary sewer service.

2.07 District

District shall mean the Rancho Murieta Community Services District.

2.08 General Manager

General Manager shall mean the person appointed by the Board to the position of General Manager of the Rancho Murieta Community Services District.

2.09 Interceptor (aka grease trap)

Plumbing device designed to intercept most greases and solids from the customer's premises before they enter the District's sewer system.

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2.10 Lateral or Lateral Sewer

Lateral or Lateral Sewer shall mean that portion of the collection system owned by the District, located in the street, or public right-of-way, or District easement, and running between the main line and to the first sewer cleanout (i.e., the cleanout located closest to the main line) on the linesewer stub to the customer's premises property. (Amended by Ordinance 85-52020-03.)

2.101 Main Line

Main Line shall mean that portion of the collection system owned by the District, located in the street, or other public right-of-way, or District easement and generally eight inches or more in diameter. (Amended by Ordinance 85-5)

2.142 Permits

Permits shall mean the District's written approval or authorization for a District customer to receive sewer service. (Amended by Ordinance 85-5)

2.124 Person

Person shall mean any human being, individual, firm, company, partnership, association, and/or private corporation. (Amended by Ordinance 85-5)

2.135 Premises

Premises shall mean a parcel of real estate, including any improvements thereon, which is determined by the District to be a single unit for purposes of receiving, using and paying for service. In making this determination, the District shall take into consideration such factors as whether the unit could reasonably be subdivided and whether the unit is being used for a single enterprise, apartment or dwelling.

2.14-6 Private Sewer or Private Sewer Line

Private Sewer or Private Sewer Line shall mean that portion of the customer sewer service line collection system owned by the customer and running from the end of the sewer service stub at the first sewer cleanout (i.e., the cleanout located closest to the main line) the property line to the customer's individual premises receiving sewer service. (Amended by Ordinance 85-502020-013)

SECTION 3.00 – General Policies

3.01 General Policy of Operating System

The District shall operate and maintain the sewer system in an efficient and economical manner and supply sewer service as fairly and equitably as possible. The charges to be made for service shall be set at rates necessary to enable the District to recover all costs of supplying sewer service including, but not limited to, the costs for the following:

- a. Collecting, pumping, treating, storing sewage, and reusing wastewater;
- b. -Customer service;
- c. -Administration;
- d. -Overhead;
- e. -Debt service;
- f. -In lieu taxes;
- g. -Replacement and maintenance of facilities, and
- h. All other necessary and appropriate expenses.

3.02 Responsibility for Sewer System

- a. The customer served by the District's collection system shall be responsible for the installation, operation, ~~and~~ maintenance, inspection, repair, and replacement, and costs thereof, of the private sewer line, and all other devices or safeguards required by this Chapter, ~~which are located upon~~ serve the property owned by the customer, and which are outside the District's right of ways or easements. ~~The customer responsibility for the private sewer line includes keeping the line free from roots, grease deposits, and other solids, clearing stoppages or blockages, and repairing damage.~~ The District's responsibility for operation, maintenance, inspection, repair, and replacement extends only ~~to~~ from the sewer main to the end of the sewer service cleanout stub. ~~;~~ The responsibility for the connection at and beyond the sewer cleanout stub is borne by the customer, as depicted in the District Sewer Standard Drawings. The installation of a District device upon private property, or within a portion of the collection system not owned by the District, shall not obligate the District to operate, maintain, or replace devices, works or facilities not otherwise owned by the District. (Amended by Ordinance ~~85-5-20-0320-1~~ 85-5-20-02020-03)
- b. District shall be responsible for operation and maintenance of that portion of the collection system ~~that, which is in a the District's-owned easement or right-of-way, but not including any portion of a private sewer line which has been dedicated to the District, or which is not located upon property of the customer served by the District's collection system.~~ (Amended by Ordinance ~~85-5-02020-0320-1~~ 85-5-02020-0320-1)
- c. The customer served by the District's collection system shall be responsible for and liable for all costs associated with involved in the repair of ~~all~~ any damage caused by the customer or its contractor or agent thereof, to the collection system, wherever located, including but not limited to sewer obstructions in or introduced from customer's private sewer. (Amended by Ordinance ~~85-5-02020-0320-1~~ 85-5-02020-0320-1)

3.03 Unauthorized Use of District Sewer Service

No person shall supply sewer service to any person, or to any premises, or extend sewer services within served property premises, except with prior authorization by District permit or with prior approval in writing by the District. *(Amended by Ordinance 85-5 ~~O2020-0320-1~~)*

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3.04 Sewer Required

The owner of any existing building situated within the District and abutting on any street in which there is now located or may in the future be located a main line or lateral of the District, is hereby required at the owner's expense to connect the building directly with the District's collection system in accordance with the provisions of this Chapter within ninety (90) days after date of official notice to do so, provided that the main line or lateral is within two hundred (200) feet of the nearest point of the property. *(Amended by Ordinance 85-5)*

3.05 Access to and Inspection of the Collection System

- a. The District shall have access at all reasonable times to the collection system, whether located on or off the customer's premises, for the purpose of inspecting, installing, maintaining, operating, removing, or taking other necessary actions relating to the collection system. *(Amended by Ordinance 85-5)*
- b. Whenever reasonably possible, the District shall obtain the customer's consent or give twenty-four hours advance notice of the District's intent to enter and inspect a customer's private sewer line. *(Amended by Ordinance 85-5)*
- c. No person shall be allowed to interfere or otherwise hinder the District's inspection, installation, maintenance, operation, removal, or other lawful or necessary District activity regarding the collection system. *(Amended by Ordinance 85-5)*
- d. No person shall place on any sewer easement any obstruction, such as wires, fences, trees, or buildings, which may impede or otherwise interfere with the collection system owned by the District. Upon the District's written request, such obstruction shall be immediately removed by the violator at no cost to the District or at the District's option, shall be removed by the District at the violator's expense. *(Amended by Ordinance 85-5)*

3.06 Unsafe Apparatus or Damaging Conditions

If an unsafe or hazardous condition is found to exist on the customer's premises, or if the customer's use of sewer service is found to be detrimental or damaging to the District or its customers, the District may discontinue sewer service without notice, provided that the District shall notify the customer immediately of the reasons for the discontinuance and the corrective action to be taken by the customer before service can be restored. *(Amended by Ordinance 85-5)*

3.07 Fraudulent Use of Service

When the District has discovered that a customer has obtained sewer service by fraudulent means, or has diverted the sewer service for unauthorized use; the service to that customer may be discontinued in the manner set forth in Section 10.00 herein. The District shall not be required to restore service until the customer has complied with all rules and requirements of the District and the District has been reimbursed for the full amount of the service rendered and the actual or estimated costs to the District incurred by reason of the fraudulent use. *(Amended by Ordinance 85-5)*

3.08 Continuity of Service

The District shall not be liable for any interruption, or insufficiency of sewer service at the customer's point of connection, or for any loss or damages occasioned thereby. *(Amended by Ordinance 85-5)*

3.09 Contractors Hired by the District

The District may waive portions of this Chapter for persons hired by the District to construct any part of the District's collection system. *(Amended by Ordinance 85-5)*

3.10 Delegation of Authority

The General Manager shall have the authority to delegate the performance of any of the Manager's responsibilities to any District employee or independent contractor.

3.11. Compliance with California Plumbing Code

Applicants, contractors, and customers shall comply with applicable provisions of the California Plumbing Code, including the requirement to install and maintain a backflow prevention device when the building or premises contain a plumbing fixture installed on a floor level that is lower than the next upstream manhole cover of the District collection system.

SECTION 4.00 District Construction Requirements

(Amended by Ordinance 85-5)

4.01 Permit Required

No person, other than persons specifically excluded by this Code, shall construct, extend, or connect to any portion of the District's collection system without first obtaining a sewer permit from the District, paying all applicable fees as set forth in this Chapter and complying with the District Code and other applicable requirements. *(Amended by Ordinance 85-5)*

4.02 Time Limit on Permit

To maintain the continuing validity of a permit, the permittee shall commence work under a permit within six months of the date of the District's issuance of the permit and, once work is initiated, shall not discontinue work under the permit for a period of one year or more, unless all work pursuant to the permit is completed. If the permittee fails to commence work under the permit within six months of the permit's issuance or if the permittee discontinues work for a period of one year or more, without completing the project, the permit shall be void and no further work shall be done under the permit until the District issues a new permit and the applicant pays all applicable fees. *(Amended by Ordinance 85-5)*

4.03 District's Studies

The District shall have the right to require or undertake the preparation of engineering, economic, environmental, or financial evaluations, at the applicant's sole cost, of any request for District sewer service when such service may necessitate the installation of sewer facilities or additions to the District collection system. *(Amended by Ordinance 85-5)*

4.04 Plans

(Amended by Ordinance 85-5)

- a. Each application for a permit shall be accompanied by three sets of complete plans and specifications for the installation of any portion of the collection system. The plans shall comply with the District Code and all other applicable rules and regulations.

- b. The plans shall be the exclusive property of the District.
- c. The District shall determine the adequacy of the proposed sewer facilities as to the size, type, and quality of materials and as to the location of facilities to serve the proposed development, including off-tract sewer lines and other appurtenances. The District shall have the authority to require the applicant to submit revised plans consistent with District standards.
- d. When the District is satisfied that the work proposed by the plans is proper and the plans are sufficient; it shall authorize the issuance of a permit subsequent to the applicant's payment of all applicable fees, charges, and deposits.

4.05 Time for Installing Sewer Lines

Whenever practicable, the lateral shall be installed at the time of sewer main line is installed. *(Amended by Ordinance 85-5)*

4.06 District Construction Standards

All work performed on installing any portion of the collection system and all acts, including design and construction, relating thereto shall comply with the District standard specifications. Copies of the standards are on file with the District office. *(Amended by Ordinance 85-5)*

4.07 Persons Authorized to Perform Work on District Collection System

- a. Only validly licensed contractors are authorized to perform work on the District's collection system, including connections thereto. All terms and conditions of the permit issued by the District to the applicant shall be binding on the applicant's contractor. *(Amended by Ordinance 85-5)*
- b. At the District's option, main line extensions and sewer laterals, and connections thereto, shall be performed either by the District or persons hired thereby or under the supervision of District employees by licensed contractors retained by the applicant. *(Amended by Ordinance 85-5)*
- c. When the District determines that any installation or connection shall be performed by the District, the applicant shall pay in advance an amount of funds as determined by the District to be equal to the approximate District cost of construction and other necessary expenses. Upon completion of construction, the District shall refund the excess, if any, of the funds paid by the applicant or, if applicable, the applicant shall pay the amount, if any, by which the actual cost exceeded the applicant's deposit. *(Amended by Ordinance 85-5)*

4.08 Separate Sewer Lines

- a. Separate premises, whether owned by the same or different persons, shall not be supplied with sewer service through the same sewer lateral or private sewer line. *(Amended by Ordinance 85-5)*
- b. When premises, currently served by the District's collection system, are divided into two or more premises, the existing lateral and private sewer line shall be considered to belong to the premises into which the lateral and private sewer line more/most directly enters. The new premises shall require the installation of a separate lateral and private sewer line, at the customer's expense, and the payment of all other applicable fees and charges. *(Amended by Ordinance 85-5)*

4.09 Customer Responsibility for Construction and Payment of Collection System

The customer shall be responsible, at the customer's own expense, for installing his/her private sewer line according to District standards. The customer shall also be financially responsible for the installation of any other portion of the District's collection system, which is necessary to serve the customer's property. *(Amended by Ordinance 85-5)*

4.10 Relocation of Sewer Lateral at Customer's Request

Upon a customer's written request, the customer's sewer lateral may be relocated by the District, provided that the relocation, in the opinion of the General Manager, is not detrimental to the District's sewer system. The cost of the relocation shall be borne by the customer and shall be paid in advance to the District. The cost of the relocation shall include all applicable costs and fees for construction (if construction is performed by persons hired by the District), design, installation, inspections, administration, overhead, and any other necessary or related expenses. *(Amended by Ordinance 85-5)*

4.11 Relocation of Sewer Lateral at District's Request

Where a sewer lateral is relocated for the convenience or protection of the District, the relocation shall be at the expense of the District, provided such relocation is not made necessary by the customer. *(Amended by Ordinance 85-5)*

4.12 Connection to District Collection System

Connection of the sewer lateral into the main line shall be made in accordance with the District's standard specification and at the applicant's expense. The connection to the main line shall be made in the presence of a District inspector and under the inspector's supervision and direction. Any damage to the main line shall be repaired in conformance with District standard specifications at the applicant's sole cost. *(Amended by Ordinance 85-5)*

4.13 Inspection of Construction

- a. The District shall have the right to inspect all work on the collection system during and subsequent to its construction. When construction is completed; the work must be inspected and approved in writing by the Manager before the newly constructed facilities may be connected to the District's collection system. No construction shall be covered at any time unless it has been inspected and approved by the District. No facilities shall be connected to the District's lateral or main line unless the District has performed tests indicating the new construction is satisfactory and the facilities have been cleaned of all debris accumulated from construction operations. *(Amended by Ordinance 85-5)*
- b. The applicant shall give the District at least forty-eight (48) hours advance notice, Saturdays, Sundays and holidays excluded, of when it wished the District to perform an inspection. If work is inspected and deemed inadequate, the District shall so notify the applicant in writing and identify the deficiencies in the project. *(Amended by Ordinance 85-5)*

4.14 Final Approval of Construction

When the District determines that all work done under the permit and the main line extension agreement, if any, has been constructed according to and meets the requirements of all applicable provisions of this Code, the agreement, and any other District rules and regulations, and subsequent to

the payment of all fees, the Manager shall authorize the issuance of a certificate of final inspection and completion. *(Amended by Ordinance 85-5)*

4.15 Easements

- a. If an easement is required for the extension of the main line or the making of connections, the applicant shall procure at its expense and have accepted by the Board a proper easement or grant of right-of-way having a minimum width of ten feet sufficient to allow the laying and maintenance of such extension or connection. *(Amended by Ordinance 85-5)*
- b. Any applicant who installs or proposes to install sewer facilities shall furnish the District all necessary easement and right-of-way for such facilities and the subsequent operation and maintenance thereof. *(Amended by Ordinance 85-5)*
- c. If the applicant cannot furnish the necessary easement and right-of-way the District may, at its sole option, acquire such easement and right-of-way, subject to the applicant's payment to the District of all funds necessary to cover the District's cost of such acquisition. *(Amended by Ordinance 85-5)*
- d. Until the necessary easement and right-of-way have been properly executed and recorded, the District shall not approve any plans for sewer facilities to be constructed by the person across the property of another person and the District shall not accept for public use any such sewer facilities and no person shall place such facilities into use. *(Amended by Ordinance 85-5)*

4.16 Dedication Requirement

An offer of dedication for the sewer facilities, excluding any private sewer lines shall be included in any application for a permit. The District shall not accept for dedication ~~any a portion of the~~ sewer facilities ~~or improvements that , which~~ are not constructed in conformance with requirements of the main line agreement, if any, ~~this and of the Code, and applicable law~~. Upon connection to the District's collection system ~~and District written acceptance of the completed work~~, the newly constructed sewer lateral (~~up to the end of the sewer service stub at the first sewer cleanout~~) and main line shall become the District's property.

4.17 As-Builts

~~The applicant shall prepare and submit to the District~~ ~~two~~ ~~hardcopy~~ sets of ~~blue-line as-built plan~~ prints and ~~one a~~ set of reproducible drawings, ~~in .pdf and .dwg format~~, delineating ~~the~~ as-built sewer mains, structures, ways, laterals, appurtenances, and all other portions of the collection system ~~shall be filed with the District~~ prior to, and as a condition of, District acceptance of ~~completed~~ construction ~~work~~ by an applicant. No certificate of final inspection shall be issued until such prints and drawings are filed with the District. *(Amended by Ordinance O2020-103)*

4.18 Liability

The District and its officers, agents and employees shall not be liable for any injury or death of any person or damage to any property arising during or stemming from the performance of any work by an applicant. The applicant shall be answerable for, indemnify and hold harmless, the District and its officers, agents and employees, including all costs, expenses, attorney's fees and other fees and interest,

incurred in defending the same or in seeking to enforce this provision. The applicant shall be solely liable for any defects in the performance of the applicant's work or for any failure, damage, injury, claim or loss, which may develop therefrom.

4.19 Performance Bond

The applicant shall post a surety bond, cash or other security satisfactory to the District to guarantee the faithful performance of any agreement for the applicant's construction of the sewer facilities. The surety bond, cash or security shall be in the sum of one hundred percent (100%) of the estimated cost of the work, or in such other sum as may be fixed by the District. The surety bond, cash or security shall, in addition to guaranteeing the faithful performance of the work, guarantee the maintenance of the portion of the sewer facilities constructed by the applicant for a period of one-year following the District's written acceptance of the work.

4.20 Street Work

- a. When a person who opens, grades, excavates, fills or does other street construction, deems it necessary to expose, remove, raise, lower or otherwise affect any portion of the sewer system owned by the District, the person performing such street construction shall give at least seven (7) days advance notice in writing to the District of the person's intention to perform such construction and immediate notice upon exposure or contact with such systems.
- b. At its option, the District may elect to perform the removal, raising, lowering or other construction on the District's sewer system, which is necessitated, by the street construction on its sewer system, the person requiring the street construction shall pay the District a reasonable deposit in an amount not to exceed the estimated cost of the District's construction. When the District completes its construction, the District shall refund that portion, if any, of the deposit which exceeds the actual costs of construction and the person requiring the construction shall pay the amount, if any, by which the actual costs of construction exceeds the deposit.
- c. The person performing the street construction shall be liable for any damage to the District's collection system resulting from the street construction or from the person's construction on the District's collection system.

SECTION 5.00 Main Line Extension

(Amended by Ordinance 85-5)

5.01 Sewer Main Extension

Any person desiring sewer service from the District that necessitates an extension of a District main line, construction of a new main, or any other off-premises sewer system improvement must apply in writing to the District for a main line extension agreement. The application shall require the same information as required for a sewer connection permit (section 6.02) in addition to such other information as may be required by the General Manager. The District shall have no obligation to provide sewer service to any new development project requiring a main line extension agreement until the District and applicant

have entered into the main line extension agreement and the applicant has completed the improvements in accordance with the agreement. The main line extension agreement shall be in a form acceptable to the General Manager and shall set forth each party's respective obligations concerning the design, financing, and construction of the sewer system improvements by the developer, payment for District services and consultants by the applicant, dedication and transfer of land and rights of way, performance and maintenance guarantees, District inspection, testing and acceptance of improvements, and other terms and conditions the District finds necessary or appropriate in the public interest. A main line extension agreement must be approved by the Board. The main line extension agreement shall constitute the District sewer connection permit authorizing the construction of the sewer system improvements and the connection to the District collection system. The District will not approve a main line extension agreement unless it determines that the same criteria listed in section 6.02(A) are satisfied.

Any person requesting sewer service from the District, which necessitates an extension of the District's main sewer line, shall apply to the District for a main line extension agreement on the forms prescribed by the District, and provide a deposit representative of costs to provide District oversight, in an amount no less than \$1,000. (Amended by Ordinance O2020-03)

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5.02 Formation of an Assessment District

At the District's sole option, the District may utilize any statutory or other procedure concerning assessment districts to finance the construction of the main line extension, sewer laterals and related appurtenances.

5.03 Size of New Sewer Line

The District may require the installation of a sewer line larger than that necessary to adequately serve the applicant's property. When the District requires the installation of a larger sewer line, the District shall:

- a. Pay the difference in cost, as determined by the District, between the size necessary to serve the applicant's construction and the larger sewer line; or
- b. Perform the installation itself, subsequent to the receipt from the applicant of a sum sufficient to cover the cost of installation, and other necessary expenses, of the sewer line required by the applicant; or
- c. Require the applicant to construct the larger line subject to reimbursement as hereinafter provided; or
- d. Require a combination of the foregoing.

5.04 Reimbursement for Extensions

When an applicant enters into a main line extension agreement with the District, which requires the installation of a main line larger than that necessary to adequately serve the applicant's property, the agreement ~~shall~~may provide for a reimbursement to the applicant as follows: (Amended by Ordinance ~~89-2020-013~~)

- a. Within the limits specified herein, when the main line extension has been installed at the applicant's sole expense, the applicant shall be eligible for reimbursement of applicant's cost

based upon the applicant's and other customer's pro rata use, as determined by the District, of the extension. *(Amended by Ordinance 89-2)*

- b. The District shall levy on any customer connecting into the extension financed by applicant a fee determined by the District and based on the connecting customer's pro rata use of the extension and the actual cost of the extension. *(Amended by Ordinance 89-2)*
- c. Within 90 days of the District's receipt of any money pursuant to Section 5.04(b), the District shall pay such money to the applicant. *(Amended by Ordinance 89-2)*

5.05 ~~Pre-existing Sewer Line Extension Agreement~~

~~Notwithstanding any section of this Chapter, all main line extension agreements in existence on or before January 2, 1985, shall be governed by the rules under which the preexisting main line extension agreements were made at the time of execution of that particular agreement.~~

SECTION 6.00 Permits and Fees

(Section Amended by Ordinance 85-5)

6.01 Application for Sewer Service When Service Connection is Adequate

Where an existing and adequate sewer lateral ~~and/or private sewer line~~ is properly connected to the District's collection system and the lateral ~~or private sewer~~ is or has been legally servicing the premises ~~for the District, the applicant of the premises to be served shall submit an application for sewer service upon a form provided by the District and in accordance with procedures established by the General Manager. The District will approve the application if it receives a complete service application for the premises, the applicant pays all applicable fees and charges, and the application and applicant comply with the requirements of this Chapter and applicable law. However, if the District determines that the existing lateral or private sewer is inadequately sized to accommodate the planned use of the premises, the applicant must process an application for a permit for a larger or improve service pursuant to section 6.02. Lateral shall be entitled to such service after the applicant submits an appropriate application to the District and complies with all other District regulations including, but not limited to, the payment of any charges or bills the applicant owes to the District.~~ *(Amended by Ordinance O2020-03)*

6.02 Application for Sewer Service When ~~Connection is Required~~Service Connection is Inadequate

A. Sewer Connection Permit; Application. When the applicant desires sewer service for premises where a sewer service connection does not exist or where the existing connection is inadequate, then the service and connection require a District sewer connection application and approved permit. No person shall uncover, alter, disturb, construct, extend, or make a connection to the collection system without first obtaining a written sewer connection permit from the District and paying all applicable connection charges and other applicable fees and charges. Any person desiring a sewer connection permit must submit a written application to the District on a form as provided by the District and in accordance with procedures established by the General Manager. The application shall include the date of the application; name, address and telephone number of the property owner and, if different, developer or builder; description of premises proposed to be served; explanation of the proposed development

project, including number and type of connections and units to be served; plans for the service connection and installation, together with a list of materials to be used; and, any other information as may be required by the General Manager. The application and all related documents and materials will become the property of the District and a public record. No sewer connection permit shall be issued, and no sewer service shall be provided, unless the General Manager determines that all of the following conditions are satisfied:

(1) The applicant has submitted a full and complete application.

(2) The premises to be served are within the District limits.

(3) The applicant has paid in full the applicable connection charges and all other applicable deposits, fees and charges.

(4) The premises to be served abuts an existing District sewer main in a street or right-of-way fronting the applicant's property of adequate size, condition, and capacity and the existing collection system is adequate to provide safe and reliable sewer service for the proposed use; or the applicant has entered into a sewer mainline extension agreement with the District to ensure the construction of such mains and other distribution system improvements as may be necessary or appropriate to serve the proposed use; or because of expansion or improvement planned and funded by the District or another developer, there will be adequate mains and sewer collection system improvements and capacity to serve the proposed use by the time of making the connection.

(5) The plans and list of materials comply with the requirements of this Chapter and applicable law, and the proposed size, type, quality and location of facilities and improvements are sufficient for the proposed use.

(6) The application complies with all other applicable District ordinances, resolutions, rules and regulations and applicable federal and state laws and regulations.

B. Installation of Service Connection. Upon approval of the connection permit, the applicant may proceed with the installation in accordance with the terms of the permit. The service connection and related work must be installed by a qualified licensed contractor. The District, or its authorized representative, will inspect and test the construction work and materials used in the work. No construction will be covered unless it has been inspected and approved by the District. Upon completion of the work in accordance with the permit and this Chapter, the District will accept the completed work and the service connections (up to the end of the sewer service stub) will become District property and part of the District collection system.

C. Rights-of-Way. Any applicant who installs a service connection must furnish to the District all necessary or appropriate easements and rights-of-way for the connection as determined by the District. If the applicant cannot furnish the easements and rights-of-way, the District may, at its sole option, acquire such easements and right-of-way if the applicant agrees to pay all acquisition-related costs and to deposit the estimated funds to cover the costs with the District. The District will not accept any completed service connection requiring an easement or right-of-way until a satisfactory easement or right-of-way to the District has been finalized, accepted, and recorded.

D. Time Limit on Permit. If work under connection permit is not commenced within six (6) months from the date of issuance of such permit or if, after commencing work, the work is discontinued for a period of one year, the permit shall become void and no further work shall be undertaken until a new permit is applied for and approved.

E. Permit Transfer. With the prior written approval of the District and the written approval of the new property owner, a sewer connection permit may be transferred to a new owner of the subject premises. A permit may not be transferred to any other premises.

F. Where the installation or enlargement of the collection system and/or sewer lateral is necessary prior to the District's supplying sewer service to an applicant, the applicant shall submit an application for a

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permit to the District. If the applicant conveys and District review shows the District has sufficient sewer system capacity to supply service, and the applicant complies with all other District rules and regulations, the District shall accept the application. The District shall provide sewer service subsequent to the applicant's construction, or payment for the construction, of the necessary portions of the collection system; and the applicant's payment of all fees to the District; and the applicant's compliance with all District rules and regulations; and the applicant's payment in full of all charges, if any, owed to the District. *(Amended by Ordinance O2020-03)*

6.03 Application for Permit

Any person legally entitled to apply for and receive a permit shall make such application on forms provided by the District for that purpose. Such person shall give a description of the character of the work proposed to be done and the location, ownership, occupancy, and use of the premises in connection therewith. The General Manager may require plans, specifications or drawings, studies and such other information as the Manager may deem necessary. *(Amended by Ordinance O2020-03)*

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6.04 Compliance with Permit

After District's approval of the application, as evidenced by the District's issuance of a permit, the applicant shall make no change in the location of the collection facilities or other sewerage works, the grade, materials, or other details from those described in the plans on which the permit is based or as shown on the plans and specification for which the permit was issued, except with prior written permission of the General Manager.

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6.05 Agreement

The applicant's signature on an application for any permit shall constitute an agreement to comply with all the provisions, terms and requirements of this Chapter, and other parts of the District Code, and other rules and regulations of the District and with the plans and specifications the applicant has filed with its application, if any, together with such correction or modifications as may be made or permitted by the District, if any. This agreement shall be binding upon the applicant, and the applicant's successors, and may be altered only by the District upon written request for alteration from the applicant.

SECTION 7.00 Rates and Charges, and Collection Procedures

(Section Amended by Ordinance 85-5)

7.01 Installation Fees

- a. When the District installs a lateral, the District shall collect a deposit from an applicant prior to the installation of the lateral. Installing the lateral shall be on the basis of actual cost. If the actual cost of the installation is less than the deposit, the District shall refund the difference within sixty (60) days of completing the installation. If the actual cost of the installation is greater than the deposit, the applicant shall pay for the difference within thirty (30) days of receiving a bill therefore and prior to receiving sewer service.
- b. The amount of the fee shall be determined by the District General Manager based on an estimate of the cost of installing the lateral on a time and material basis, plus an additional administrative charge as determined by General Manager.

7.02 Community Facilities Fees

The District shall collect from all applicants for sewer service a community facilities fee to insure the continued availability of facilities for sewer service through periodic system expansion and replacement. The community facilities fee shall be paid as specified in the Community Facilities Fee Code. *(Amended by Ordinance 87-3)*

7.03 Rates and Charges for Service

The monthly service charge for each premise receiving sewer service from the District shall be: *(Amended by Ordinance ~~020-1920-012~~)*

a. Residential or other premises, each unit

Base rate	\$42.77 per month
Reserve contribution	<u>\$ 6.76 per month</u>
Total monthly service charge	\$ 49.53 per month
Murieta Village, per unit	
Base rate	\$ 42.77 per month
Reserve contribution	<u>\$ 6.76 per month</u>
Total monthly service charge	\$ 49.53 per month

Non-Residential

Monthly service charge for non-residential sewer service shall be calculated on an EDU basis for each customer multiplied by the residential service charge.

(Minimum non-residential charge shall not be less than the charge for a residential unit.)

- b. For non-residential water metered accounts, the water consumption for the month of February shall be used to set the monthly sewer charge.
- c. For non-residential seasonal occupancy or uses of water metered accounts, the District will use a 12-month average of water usage to determine the monthly sewer charge.

7.04 Inspection Fee

- a. A fee based upon costs, labor, and parts shall be paid to the District for issuing a permit and inspecting each main line or lateral installation. The amount of this fee shall be determined from time to time by the General Manager and/or Board of Directors of the District; typically billed on time and materials of District staff and/or their contracted representative/s to the project or extensions deposit or billing. *(Amended by Ordinance ~~90-02020-013~~)*
- b. Inspection charges shall be paid prior to connection to the District's collection system.

7.05 Collection of Charges for Sewer and Other Services

The rates and charges imposed by this Chapter may be collected together with charges for any other service provided by the District. If all or any part of the bill is not paid, the District may discontinue any or all of the services for which the bill is rendered in the manner herein provided.

7.06 Billing

All sewer service accounts shall be billed monthly.

7.07 Persons Billed

- a. The District shall bill the property owner directly for all sewer services provided to the owner's premises. *(Amended Ordinance 90-6)*
- b. The property owner shall be liable for payment of all District charges. *(Amended Ordinance 90-6)*

7.08 Due Date

All bills are due and payable on the date they are issued by the District.

7.09 Delinquency

A bill for service is delinquent if not paid and received at the Rancho Murieta Community Services District office by the 25th day of the month following the month in which the bill was mailed. *(Amended by Ordinance 98-3)*

7.10 Delinquency Penalty

- a. A one-time basic penalty of ten percent (10%) of the delinquent charges shall be added to each delinquent bill for the first month the bill is delinquent.
- b. After levying the basic penalty provided in Section 7.10(a), the District shall thereafter levy an additional penalty of one percent (1%) per month to all delinquent charges and basic penalties remaining unpaid, until and unless the Board requests the County Auditor to include the amount of all delinquent rates, charges, and penalties for collection on the County property tax roll as set forth in Section 7.13. Monies paid when any portion of an account is delinquent shall first be credited to interest and penalties, then to the delinquent portion of the bill, and then to the current portion of the bill. *(Amended by Ordinance O2019-03)*

7.11 Payment of Part of Delinquency

Monies paid where any portion of an account is delinquent shall first be credited to the delinquent portion of the bill and then to the current billing.

7.12 Liens

Unpaid sewer service charges imposed by this Chapter, when recorded, shall constitute a lien upon the parcel of real property to which the sewer service was supplied. The District shall include a statement on its bill to the effect that any sewer service charge and penalty thereon remaining unpaid shall, when recorded, constitute a lien on the parcel to which the sewer service was supplied. The District may from time to time compile lists of such delinquent charges and penalties and record them with the County Recorder as liens.

7.13 Collection of Delinquent Charges and Penalties with Taxes

All rates, charges, and penalties, which remain delinquent, may be collected in the same manner as the general taxes for the District for the forthcoming year, provided that the District shall first have given the customer notice and an opportunity to be heard as provided by law. After delinquent amounts have been turned over to the County Auditor for collection, no payment shall be received by the District on the delinquent amounts except as collected by the County Tax Collector.

7.14 Adjustment of Bills

The General Manager may adjust or grant rebates from the rates or fees provided in this Chapter in the event of a dispute relating to a charge to a customer; provided, however, that all parties affected shall have a right to appeal the Manager's determination to the Board of Directors within fifteen (15) days of the date of the Manager's decision. The decision of the Board of Directors thereon shall be final and binding on all parties.

7.15 Sewer Standby of Availability Charge

The District may fix, on or before the first day of July in each calendar year and may annually collect a sewer standby or availability charge not to exceed ten dollars (\$10.00) per year for each acre of land, or ten dollars (\$ 10. 00) per year for each parcel of land of less than an acre within the District to which sewer service is made available for any purpose, whether the sewer service is actually used or not. The District may establish schedules varying the charges depending upon factors such as the use to which the land is put, the cost of transporting sewage from the land, and the amount of sewage discharge from the land. *(Amended by Ordinance 96-1)*

SECTION 8.00 Prohibited Use of Collection System

(Section Amended by Ordinance 85-5)

8.01 Drainage into Sanitary Sewers Prohibited

No leaders from roofs, surface drains for rainwater or storm sewers shall be connected to any sanitary sewer. No surface, storm water, artisan well flows, cooling water or unpolluted industrial process waters shall be permitted to enter any sanitary sewer by any device or method whatsoever.

8.02 Wastes Prohibited in Public Sewer

No person shall discharge or cause to be discharged any of the following wastes to any part of the collection system.

- a. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive solid, liquid or gas.
- b. Any waste containing toxic or poisonous solids, liquids, or gases in sufficient quantity either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process or pumping facilities, constitute a hazard to humans and/or pumping facilities, or create a public nuisance. *(Amended by Ordinance O2020-03)*
- c. Any waste having a pH lower than 5.50 or having any other corrosive property capable of causing damage or hazard to structures, equipment or personnel of the District.
- d. Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the collection system, such as, but not limited to ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, disposable diapers, feathers, tar, plastics, wood, un-ground garbage, paper dishes, cups, containers, etc. either whole or ground by garbage grinders.

8.03 Types of Waste Which May be Prohibited

No person shall discharge or cause to be discharged the following described substances, materials, or wastes if it appears likely in the opinion of the General Manager that such wastes may harm the collection system, sewage treatment process or equipment, or can endanger personnel or property or create a public nuisance. In forming an opinion as the acceptability of these wastes, the General Manager

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shall give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers to which they discharge, sewer material, treatment process, treatment plant capacity and other pertinent factors. The substances so subject to prohibition include, but are not limited to: (Amended by Ordinance O2020-03)

- a. Any liquid or vapor having a temperature higher than 150F.
- b. Any water or waste, which may contain more than 100 milligrams per liter of fat, oil, or grease.
- c. Any garbage that is not biodegradable and has not been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in the collection system, with no particle greater than one-half inch in any dimension.
- d. Any waters or wastes having a pH lower than 5.0 or higher than 9.0 or having any other corrosive property capable of causing damage or hazard to structure, equipment and personnel of the District.
- e. Any waters or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials in the sewage works.
- f. Any septic tank sludge or other digested sludge.
- g. Any wastes containing phenols or other taste or odor producing substances, in concentrations exceeding limits, which may be established by the Board.
- h. Any radioactive waste or isotopes of such half-life or concentration as may exceed limits set by the Board in compliance with State or Federal regulations.
- i. Materials, which exert or cause:
 1. Unusual concentrations of inert suspended solid.
 2. Excessive discoloration.
 3. Unusual BOD, chemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the sewage treatment plant.
 4. Unusual volume of flow or slugs. As used herein, slug shall mean any discharge of water, sewage or waste, which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes or more than five (5) times the average twenty-four (24) hours concentration or flow during normal operation.
- j. Wastes containing substances, which are not amenable to treatment by the sewage treatment process employed or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of the Regional Water Quality Control Board, Central Valley Region.

8.04 Acceptance of Deleterious Wastes

If any wastes containing the characteristics listed in Section 8.03, which in the judgment of the General Manager, may have a deleterious effect upon the sewerage works, process, equipment, or receiving water, is to be discharged to the collection system, the General Manager may do one or more of the following:

- a. Require pretreatment to an acceptable condition prior to discharging to the collection system.
- b. Require control over the quantities and rates of discharge.
- c. Require payment, in an amount established by the Board to cover the added cost of handling and treating the wastes.

8.05 Pretreatment or Equalization of Flow

If the General Manager recommends pretreatment or equalization of flow, the design and installation of the plants and equipment shall be subject to the review and approval of the District and no construction of such facilities shall commence until District approval is obtained in writing.

8.06 Maintenance of Pretreatment Facilities

Where pretreatment facilities are provided for any waters or wastes, unless otherwise provided, they shall be maintained continuously in satisfactory and effective operation by the owner at the owner's expense and to the satisfaction of the District.

8.07 Interceptors Required

(This Section

~~Amended by Ordinance Q2020-03)~~

~~Amended by Ordinance 92-2)~~

- a. 1. Grease, oil and sand interceptors shall be required, installed and maintained at the customer's expense when in the opinion of the General Manager, they are necessary for the proper handling of liquid wastes, grease, or any objectionable waste, sand and other harmful ingredients; except that such interceptors shall ~~not~~ be required for buildings used exclusively for residential purposes. All interceptors shall be of a type and capacity approved by the General Manager, or their-his/her designee, and shall be so located as to be readily and easily accessible for cleaning and inspection.
- 2. Monthly Fees: For those existing food preparation and cooking facilities where the costs of installation of a grease interceptor would be prohibitive, a charge to cover the costs for the District to handle grease from these facilities.

Fees will be charged with the regular billing cycle as follows:

Rancho Murieta Country Club	4.03
Rancho Murieta Lodge	.86
Rancho Murieta Country Store	2.30
Rancho Murieta Plaza	<u>2.59</u>
Rancho Murieta Village Clubhouse	<u>1.73</u>
Rancho Murieta Training Center	3.16

- b. 1. Notwithstanding Section 8.07(a), every restaurant, the Training Center, and every other District customer, excluding residential customers, whose premises are used

for food preparation and cooking, shall have a sand, oil and grease interceptor installed in the manner and time specified herein.

2. A District customer, who is required to have an installed sand, oil and grease interceptor pursuant to Section 8.07(b) and who obtains a sewer permit from the District on or after this Ordinance's effective date, shall have an installed and operational interceptor approved by the District prior to connecting with the District's water or sewer system.
 3. A District customer, who is required to have a sand, oil and grease interceptor pursuant to Section 8.07(b) and who had a sewer permit prior to this Ordinance's effective date, shall have an installed operational interceptor approved by the District within one hundred twenty (120) days of this Ordinance's effective date.
- c. All sand, oil and grease interceptors shall be designed and constructed according to the following specifications:
1. Interceptors shall conform to the requirements of the Uniform Plumbing Code and this Ordinance.
 2. Interceptors shall be designed and constructed in accordance with District's standards, or as requested by District Engineer, and shall be approved by the District Engineer prior to connection with the District's sewer system.
 3. Interceptors shall be designed in accordance with the following criteria:
 - a. Size: Interceptor detention time shall be the greater of (1) total number of fixture units x 7.5 gpm/fixture unit; (2) dishwasher rated flow rate (gpm x 30 minutes).
Interceptors shall be at least 4'0" high and have a minimum freeboard of 12-inches below the soffit of the roof. Interior dimensions of the first compartment of an interceptor shall be a minimum of 2'6" wide and 4'0" long. Interior dimensions of the last compartment shall be 4'-0" long by a minimum of 2'6" wide. Compartment walls shall be the same height as the design water surface of the interceptor.
 - b. Type: Exterior type interceptors shall be required. "Under the sink" models are not acceptable. All fixture drains, except floor drains from the kitchen area, shall be connected to the interceptor. All restrooms shall be plumbed separately and connected to the building sewer downstream of the interceptor.
 - c. Location: Interceptors shall be located outside of the structure and as close as possible to the source of sand, oil or grease. Interceptors shall be located to facilitate the ease of maintenance and inspection. Interceptors placed in areas subject to vehicular traffic shall be designed for H₂O loadings. Interceptors shall be located near a hose bib. The final location shall be approved by the District prior to installation.
 - d. Construction: Interceptors shall be constructed with reinforced concrete and shall contain at least two compartments. Each compartment shall have a 24-inch diameter gasketed airtight standard manhole frame and cover. Each manhole shall have a pre-cast concentric cone and pre-cast 30-inch diameter extension rings. Interceptors shall have a minimum cover of 24-inches below finish Grade. Manholes shall be located directly above inlet piping and interior compartment

walls. Scum boards shall extend from the top of compartment walls to the base of the manhole extension rings. All interceptor piping and fittings shall be of ductile iron material. Piping and fittings shall be the same diameter as the building sewer line (4-inch diameter minimum). A two-way cleanout shall be provided on the interceptor outlet pipe. The outlet shall be at least 4-inches below the inlet elevation.

- e. The use of pre-approved precast interceptors or automatic mechanical grease removal systems may be allowed with the prior written approval of the District Engineer.
- d. No interceptor shall be approved by the District unless its design either conforms to the specifications herein or is, prior to installation, approved in writing by the District Manager or District Engineer.
- e. Failure to install and adequately maintain sand, oil and grease interceptor in the time and manner specified in this Section shall be grounds for termination of District water and/or sewer service according to applicable law.
- f. All customers with installed interceptors shall provide the District with an annual report of monthly interceptor and cleaning activity.
- g. The District has the right to periodically test and inspect any interceptor.
- h. All customers with installed interceptors shall add District-furnished bacteria to the interceptor as may be required by the District.
- i. Any person who improperly disposes sand, oil, grease or other objectionable waste into the District sewer system shall be liable for the cost of any damage caused thereby to the District system, including the costs of cleaning out the deposited material.

8.08 Maintenance of Interceptors

Unless otherwise provided, all grease, oil and sand interceptors shall be maintained by the owner, at the owner's expense, in continuously efficient operation at all times. [Records of maintenance or interceptors must be made available to District staff or their representatives as requested. \(Amended by Ordinance O2020-03\)](#)

8.09 Control Manholes

When required by the General Manager, the owner of any property served by the District and carrying industrial wastes shall install suitable control manhole in the private sewer line to facilitate observation, sampling and measurement of wastes. Such manholes, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the General Manager. The manhole shall be installed by the owner at the owner's expense, and shall be maintained by the owner so as to be safe and accessible at all times.

8.10 Measurements and Tests

All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in this Chapter shall be determined in accordance with the latest edition of "Standard Methods of the Examination of Water and Wastewater" and shall be determined at the control manhole. In the event

that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the main line to the point at which the lateral is connected.

8.11 Swimming Pools

It shall be unlawful for any person to discharge the contents of a swimming pool into a collection system without notification ~~to and approval to said~~ District, at least twenty-four (24) hours in advance. *(Amended by Ordinance O2020-03)*

8.12 Special Agreements

No statement contained in this Chapter shall be construed as preventing any special agreement or arrangement between the District and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the District for treatment, subject to payment thereof by the industrial concern and subject to such terms and conditions as may be required by the District.

8.13 In General

All applications for connections to the District collection system from industries of any sort shall be submitted to the District for evaluation and then to Board for consideration and approval before the permission is granted for said connection and use. The ~~Board-District~~ shall have the power to regulate both the quantity and quality of any industrial waste, and monthly sewerage use charges. *(Amended by Ordinance O2020-03)*

The applicant shall install approved type screens to remove all solids retained on the mesh screen required by the State Board of Health.

The applicant shall install an approved flume and automatic recording device, all at the applicant's expense, when required by the District.

The District shall have the right at all times to the operation of the screening mechanism, the operation of the recording mechanism, and to make a record of the readings. *(Amended by Ordinance 92-3)*

8.14 Prohibited Uses *(This section Amended by Ordinance O2020-03)*

a. ~~Spray Irrigation Prohibited Uses: At no time shall reclaimed wastewater be used for spray irrigation under the following circumstances:~~

- ~~1. If spray can reach the confines of a residential property.~~
- ~~2. If spray can reach an area where there is an unprotected drinking faucet.~~
- ~~3. If spray or visible mist can reach an outdoor food establishment.~~
- ~~4. Without properly posted notification and signage indicating reclaimed wastewater is being used for irrigation purposes.~~

b. ~~Other Prohibited Uses: At no time shall reclaimed wastewater be used or discharged under the following circumstances:~~

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~~1. If direct discharge of reclaimed wastewater will enter surface waters or surface water drainage courses.~~

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~~2. If discharge of reclaimed wastewater causes a by pass or overflow situation.~~

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~~3. For purposes other than irrigation.~~

~~c. Prohibited Connection or Contact with Domestic Water: Domestic water is defined as water for human consumption or recreation use. The following requirements are intended to prohibit reclaimed wastewater and domestic water interaction:~~

- ~~1. No connection between the potable water supply and piping containing reclaimed or untreated wastewater shall be allowed.~~
- ~~2. A backflow prevention assembly shall be required on all domestic water service connections in reclaimed wastewater use areas.~~
- ~~3. Ten (10) foot horizontal and one-foot vertical separation between pipelines transporting reclaimed wastewater and domestic water shall be maintained at all times. Domestic water shall be above reclaimed wastewater wherever possible.~~
- ~~4. Permanent labeling of reclaimed wastewater piping, valves, water controllers, etc. shall be required.~~
- ~~5. Supplementing of reclaimed wastewater from any other water sources shall not be allowed except through an air gap or reduced pressure principle (RP) device.~~
- ~~6. Irrigation or impoundment of reclaimed wastewater within 500 feet of a domestic well or 100 feet of an irrigation well shall not be allowed.~~
- ~~7. Hose bib connections shall not be allowed on irrigation systems sing reclaimed wastewater.~~
- ~~8. Restrictive and secured water valves, outlets, quick couplers, and sprinkler heads that permit operation by authorized personnel only shall be required.~~

~~b.D. Notification and Signage for Reclaimed Wastewater Uses: Adequate signs shall be posted indicating pictorially, for English illiterates, and in writing that reclaimed wastewater is being used and it is not safe for human consumption. Signs should be posted at reasonable locations and intervals. The word "WARNING" should be on the top line of the sign and be readable at a distance of at least 50 feet. The sign should also indicate that all human contact as well as domestic animal contact is prohibited.~~

~~—The signs should be approximately 8 inches wide by 10 inches high. The signs shall be permanent and shall be constructed of suitable materials. The lettering on all signs shall be permanent and readable. Wherever possible, the signs should be installed approximately at "eye level" (5 to 5.5 feet above the ground). Signs shall be supported by any method of support as long as it is adequately sturdy and secure.~~

~~—Signage should be posted in the following locations:~~

- ~~1. Any area being irrigated by reclaimed wastewater (golf courses, cemeteries, parks, etc.)~~
- ~~2. Trucks that might carry reclaimed wastewater.~~

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~~3. Around the perimeter and above the shoreline of any impoundment of reclaimed wastewater at intervals not to exceed 200 feet.~~

~~— Golf course score cards shall be clearly imprinted with a message that states that the golf course is irrigated with reclaimed wastewater and that reclaimed wastewater is not suitable for human consumption.~~

~~— Additional signage and notification, in addition to the requirements outlined above, shall be provided by the user of reclaimed wastewater if the District General manager deems that the public's health and safety are not adequately protected by the above outlined requirements.~~

~~e. Prohibited Uses of Impoundments: At no time will the following activities be allowed on or in a reclaimed wastewater impoundment:~~

~~1. Any activity that encroaches upon the one-foot minimum freeboard of the impoundment.~~

~~2. Swimming, wading, or any body contact, human or domestic animals.~~

~~3. Fishing for consumption purposes (fishing on a "catch and release" basis is allowed).~~

~~4. Hunting.~~

~~f. Responsibility: It is the responsibility of the user of reclaimed wastewater to comply with the requirements of this Section. The user of reclaimed wastewater shall prepare and submit a Reclaimed Wastewater Compliance Plan (the "Plan") to the District for approval by the District General Manager prior to the District providing reclaimed wastewater service. The Plan shall include, at a minimum, a signage and notification plan as well as proposed measures to comply with the District's current "Waste Discharge Requirement" as issued by the California Central Valley Regional Water Quality Control Board.~~

~~— The user of reclaimed wastewater shall, on or before January 31 of each year, prepare and submit an Annual Inspection Report (the "Report") for the preceding calendar year to the District for approval by the District General Manager. The Report shall include adequate documentation for the District to determine compliance with the user's Reclaimed Wastewater.~~

~~g. Compliance Plan: The Report shall address, at a minimum, the use of reclaimed wastewater, and the inspection of signage and notification for location, condition and readability. It shall also include a statement concerning any material changes in the use of reclaimed wastewater or in the physical facilities used for reclaimed wastewater disposal, which would create additional threats to the health and safety of the general public.~~

~~h. Enforcement: Enforcement of the requirements of this Section will be performed by the District General Manager in accordance with the provisions of Section 11.00 of this Chapter.~~

~~i. Pre-existing Conditions: Non-conforming physical conditions existing as of the effective date of this ordinance, which have the potential of creating a public hazard and/or nuisance shall be deemed to be a violation of this ordinance. The user shall be allowed a grace period of three (3) months from the effective date of this ordinance within which to correct the violation or to obtain a District approval to allow the non-conforming violation to remain. If approval is not granted or the non-conforming violation is not corrected within the grace period, the District may correct the violation at the user's sole cost.~~

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jd. Variance: Notwithstanding Section 8.14(bH) of this Ordinance, the District General Manager shall have the authority to extend the grace periods set forth in Section 8.14(bH) and/or to authorize nonconforming violation to remain. The General Manager shall also have the authority to allow a variance from the prescribed standards as set forth in this Section on a case by case basis when in the General Manager's judgment, the variance will not detract from the effectiveness of the warning or other protective measures required by this Section. A District customer has the right to appeal the General Manager's granting or denial of such a variance to the Board of Directors.

8.15 Recording Device

The applicant shall install an approved flume and automatic recording device, all at the company's expense, when required by the District.

8.16 Screening/Recording Mechanism

The District shall have the right at all times to check the operation of the screening mechanism, the operation of the recording mechanism and to make a record of the readings.

SECTION 9.00 Special Types of Sewer Service

(
(Amended by Ordinance O2020-03)
Amended by Ordinance 85-5)

9.01 Sewer Service Outside District

- a. The District may provide or allow sewer service to property outside its boundaries when the Board finds that such service shall not adversely affect the sewer service within the District, support of said service if fully funded by applicant, and that a surplus of sewer collection and treatment capacity exists. The District may provide sewer service to premises outside the District boundaries only if (1) the District and owner of the subject premises approve an extraterritorial service agreement on terms acceptable to the Board, (2) the Board finds that such service will not adversely affect the sewer service within the District, and (3) the extraterritorial service is authorized or approved by the Sacramento County Local Agency Formation Commission under Government Code section 56133 (or successor statute).
- b. In the event that, because of increased usage or other causes, service outside the District becomes adverse to the District's interest or the interest of District customers located within the District or surplus sewer and/or treatment capacity is no longer available for such outside use, the District may discontinue or disconnect the service outside the District 120 days after the District gives written notice to the person or premises receiving the sewer service that such outside service is to be terminated.
- c. Except as set forth in this Section, the rules and regulations of the District shall apply to all customers outside the District.
- d. Rates and charges to all customers outside the District shall be one hundred fifty percent (150%) of the applicable rate and charges for customers within the District, as set forth in Section 7.00. No Capital Improvement Connection Fee (CICF) shall be charged for sewer service outside the District.

- e. Prior to receiving service, a customer outside the District shall deposit an amount equal to three months of the District's applicable rates for sewer service.
- f. The supply of sewer service to persons or premises outside the District shall not create a vested right with the person or premise outside the District to continue to receive sewer service from the District nor any credit or refund for improvements made to receive such sewer service.

SECTION 10.00 Enforcement Disconnection and Restoration of Service

(Amended by Ordinance 85-5)

10.01 Enforcement

The General Manager shall enforce the provisions of this Chapter and, for such purpose, shall have the powers of the peace officer, if deputized or if authorized by law. Such power shall not be regarded as limitations on or otherwise affecting the powers and duties of the County Health Officer.

10.02 Violation of Chapter

In the event of a violation of any laws, ordinances, rules or regulations of the State of California, the County of Sacramento or the District, respecting the subject matter contained herein, the District shall notify in writing the person or persons causing, allowing, or committing such violation within five (5) days after receipt of such notice, and the General Manager shall have the authority to disconnect the property served from the District Sewer System, in the manner set forth herein.

10.03 Public Nuisance

Continued habitation of any building or continued operation of any commercial or industrial facility in violation of the provisions of this or any other Chapter, rule or regulation of the District is hereby declared to be a public nuisance. The District may cause proceedings to be brought for the abatement for the occupancy of the residence, building, industrial, or commercial facility during the period of such violation.

10.04 Disconnection

As an alternative method of enforcing the provisions of this or any other Chapter, rule or regulation of the District, the General Manager shall have the authority to disconnect the customer from the District's collection system, [through disconnection of water service](#), without liability to the District in the following manner:

- a. -At least ten (10) [business](#) days before the proposed disconnection of any service, a customer shall be provided with written notice of the procedure for and the availability of an opportunity to discuss the reasons for the proposed disconnection of service.
- b. After notice has been given as specified in subparagraph (a) and prior to disconnection of service, a customer shall have the opportunity to discuss the reason for the disconnection with- an employee designated by the District who shall be empowered to review disputed bills, rectify errors, and settle controversies pertaining to disconnection of service.
- c. No service shall be disconnected by reason of delinquency in payment of bills on any Saturday, Sunday, legal holiday, or any time during which the District's office is not open to the public.

10.05 Settling Disputes

The General Manager is hereby authorized to review disputes pertaining to any matters for which service may be disconnected and to adjust errors and settle disputes pertaining to such matters.

10.06 Public Nuisance and Abatement

During the period of any disconnection, the habitation of such disconnected premises by human beings shall constitute a public nuisance, which shall authorize the District to bring proceedings for the abatement of the occupancy of the premises during the period of the disconnection. In such event, and as a condition of restoring service, the District shall be paid reasonable attorney's fees and costs of suit arising from such action, plus any other necessary charges for or incurred in the restoration of service.

10.07 Restoration of Service

When service under this Chapter has been disconnected for any reason, the service shall not be restored until all unpaid sums are paid in full, plus all District expenses for disconnection and restoring the service, plus a twenty-five-dollar (\$25) restoration fee.

10.08 Recovery of Costs

In the event that the District is required to bring legal action to enforce any provision of this Chapter, including but not limited to the collection of delinquent fees and charges, the District shall be entitled to recover its reasonable attorney's fees, interest and other costs of suit.

10.09 Means of Enforcement Only

The District hereby declares that the foregoing procedures are established as a means of enforcement of the terms and conditions of its ordinances, rules and regulations, and not as a penalty.

10.10 Cumulative Remedies

All remedies set forth herein for the collection and enforcement of rates charges, and penalties are cumulative and may be pursued alternatively, concurrently, or consecutively.

10.11 Misdemeanor

A violation of any provision of this Chapter is a misdemeanor, punishable by a fine not to exceed five hundred dollars (\$500) or by imprisonment in the County Jail not to exceed six (6) months, or both. Each and every day, or part of a day that a violation of the Chapter continues, shall be deemed as separate offense hereunder and shall be punishable as such.

10.12 Penalties

The goal of the provisions of this chapter are to achieve voluntary compliance from the customer, and the District will take reasonable measures to assure the customer has information available to promptly and efficiently address sewer use issues. Where voluntary compliance cannot be achieved through initial contacts and warnings, then appropriate administrative penalties and further action may be required. Except as otherwise provided herein, violations of any provision of this chapter shall be generally addressed as follows, but may be escalated to maximum penalty based on general managers review for each day of non-compliance or violation. (Amended by Ordinance 2020-03):

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<u>Violation</u>	<u>Penalty</u>
<u>First</u>	<u>Personal or written notification of the violation</u>

<u>Second</u>	<u>Written notification and issuance of a notice to correct</u>
<u>Third</u>	<u>Issuance of an administrative penalty of \$100</u>
<u>Fourth</u>	<u>Issuance of a penalty of \$200</u>
<u>Fifth</u>	<u>Issuance of a penalty of \$500</u>
<u>Final</u>	<u>Disconnected water service and/or other penalties as provided in the notice of violation and as determined by the General Manager.</u>

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12 Security Department Options - Pending