



## RANCHO MURIETA COMMUNITY SERVICES DISTRICT

15160 JACKSON ROAD  
RANCHO MURIETA, CALIFORNIA 95683  
916-354-3700  
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### AGENDA

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

#### REGULAR BOARD MEETING

**APRIL 17, 2019**

Call to Order/Closed Session 4:00 p.m. and Open Session 5:00 p.m.  
District Administration Building – Board Room  
15160 Jackson Road  
Rancho Murieta, CA 95683

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#### BOARD MEMBERS

Les Clark	President
Randy Jenco	Vice President
Linda Butler	Director
Tim Maybee	Director
John Merchant	Director

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#### STAFF

Mark Martin	General Manager
Richard Shanahan	District General Counsel
Tom Hennig	Director of Administration
Jeff Werblun	Security Chief
Paul Siebensohn	Director of Field Operations
Suzanne Lindenfeld	District Secretary

# RANCHO MURIETA COMMUNITY SERVICES DISTRICT

APRIL 17, 2019

## REGULAR BOARD MEETING

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

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

## AGENDA

ESTIMATED RUNNING TIME

1. **CALL TO ORDER** - Determination of Quorum – President Clark (**Roll Call**) 4:00

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. The Board may also discuss other items that do not appear on this agenda but will not act on those items unless action is urgent, and a motion is passed by a two-thirds (2/3) vote declaring that the need for action arose after posting of this agenda.*

*The running times listed on this agenda are only estimates and items 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**

*Under Government Code section 54956.9: Conference with Legal Counsel Regarding Anticipated Litigation – Significant Exposure to Litigation Involving One Potential Case Pursuant to Government Code Section 54956.9 (e)(2).*

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

4. **OPEN SESSION/REPORT ACTION FROM CLOSED SESSION** 5:00

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 and Committee Meeting Minutes

1. *March 20, 2019 Regular Board Meeting Minutes*
2. *March 28, 2019 Special Board Meeting Minutes – Budget*
3. *April 2, 2019 Improvements Committee Meeting Minutes*
4. *April 4, 2019 Finance Committee Meeting Minutes*
5. *April 4, 2019 Communications & Technology Committee Meeting Minutes*
6. *April 4, 2019 Security Committee Meeting Minutes*

B. Approval of Bills Paid Listing

6. **STAFF REPORTS** (Receive and File)
  - A. General Manager's Report
  - B. Administration/Financial Report
  - C. Security Report
  - D. Utilities Report
7. **CONSIDER CONFERENCE/EDUCATION OPPORTUNITIES** (Discussion/Action) **(Motion)** (5 min.)
8. **EMPLOYEE ANNOUNCEMENTS, PROMOTIONS, COMMENDATIONS, AND KUDOS**
9. **REVIEW DISTRICT MEETING DATES/TIMES FOR MAY 2019**
  - A. Communications – May 2, 2019 at 9:30 a.m.
  - B. Security – May 2, 2019 at 10:30 a.m.
  - C. Personnel – May 7, 2019 at 7:30 a.m.
  - D. Improvements – May 7, 2019 at 8:30 a.m.
  - E. Finance – May 8, 2019 at 9:00 a.m.
  - F. Regular Board Meeting – May 15, 2019 - Open Session at 5:00 p.m.
10. **CORRESPONDENCE**
  - A. Email from Richard Gehrs, dated April 8, 2019
11. **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 agendized. Members of the public wishing to address a specific agendized item are encouraged to offer their public comment during consideration of that item. With certain exceptions, the Board may not discuss or take action on items that are not on the agenda.*

*If you wish to address the Board at this time or at the time of an agendized item, as a courtesy, please state your name and address. Speakers presenting individual opinions shall have 3 minutes to speak. Speakers presenting opinions of groups or organizations shall have 5 minutes per group.*
12. **DISCUSS COMMUNITY FACILITIES DISTRICT NO. 2014-1 DELINQUENT INSTALLMENTS** (Discussion/Action) (15 min.)
13. **CONSIDER ADOPTION OF DISTRICT POLICY 2019-02, USE OF TOBACCO PRODUCTS DURING WORK** (Discussion/Action) **(Motion) (Roll Call Vote)** (5 min.)
14. **RECEIVE FISCAL YEAR 2019-20 DRAFT BUDGET UPDATE** (Discussion/Action) (15 min.)
15. **CONSIDER APPROVAL OF PROPOSAL FOR ENGINEERING COSTS FOR DESIGN OF THE SIX-INCH RECYCLED WATER LINE INSTALLATION FOR THE COMMERCIAL LOOP** (Discussion/Action) **(Motion) (Roll Call Vote)** (5 min.)

**16. CONSIDER APPROVAL OF PROPOSAL FOR SEWER LIFT STATION 6A PROGRAMMABLE LOGIC CONTROLLER (PLC) REPLACEMENT** (Discussion/Action) **(Motion) (Roll Call Vote)** (5 min.)

**17. 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.*

**18. 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 72 hours prior to a regular meeting, will be made available for public inspection in the District offices during normal business hours. If, however, the document is not distributed until the regular meeting to which it relates, then the document or writing will be made available to the public at the location of the meeting."

Note: This agenda is posted pursuant to the provisions of the Government Code commencing at Section 54950. The date of this posting is April 12, 2019. 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

March 20, 2019

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

### 1. CALL TO ORDER/ROLL CALL

President Les Clark called the Regular Board Meeting of the Board of Directors of Rancho Murieta Community Services District to order at 5:00 p.m. in the District meeting room, 15160 Jackson Road, Rancho Murieta. Directors present were Les Clark, Randy Jenco, Linda Butler, and Tim Maybee. Director Merchant was absent. Also, present were Mark Martin, General Manager; Jeff Werblun, Security Chief; Paul Siebensohn, Director of Field Operations; Tom Hennig, Director of Administration; Suzanne Lindenfeld, District Secretary; and Richard Shanahan, District General Counsel.

### 2. CONSIDER ADOPTION OF AGENDA

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

### 3. CONSENT CALENDAR

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

### 4. STAFF REPORTS

Under Agenda Item 4a, Mark Martin, General Manager, gave a brief overview of the Regional Water Authority (RWA) Legislative Advocacy Update, noting that AB217 which involves a tax charged for every water connection for water as a right to water statewide to be paid through an assessment of each water district every year. At this time, not enough information is available.

Director Butler asked about the meeting with Murieta Village. Mark Martin stated that he felt the meeting went well and both entities received a better understanding of what the District can and cannot do along with what services Murieta Village would like Security to provide.

Director Maybee stated that the two (2) volunteers spent 23 hours removing graffiti in the community. They have been asked to take before and after photos and provide them to the District who will forward them to the Sacramento Sheriff's Department (SSD).

President Clark stated that at the Presidents meeting they discussed enhanced communication between the entities and would be providing more information regarding golf tournaments.

Under Agenda Item 4b, Tom Hennig, Director of Administration, gave a brief overview of the new format for the monthly financial report. March 28, 2019 at 4:00 p.m. is a Special Board meeting to go over the FY 2019-20 budget.

President Clark asked if delinquent accounts are charged any penalties. Mr. Hennig stated yes; they are charged interest.

President Clark gave kudos to Mark Martin, General Manager, and Tom Hennig, Director of Administration, for the efficiencies they have implemented and the format changes for the financials.

Audience member Richard Gehrs asked about some of the purpose/descriptions listed on the Bills Paid Listing: RMA Dues, RMCC dues, and PDF Tactical maintenance and repairs. Mr. Martin stated that the RMA one should have read SMUD, the RMCC may have been for the employee holiday lunch, and PDF is the security service we use to fill in for vacancies in Security. Mr. Martin stated he will have staff will go through and be sure the descriptions are correct.

Under Agenda Item 4c, Chief Werblun gave a brief summary of the new stat sheets provided in the packet. Director Maybee stated that he likes the format of the stats and asked if a formal request has been made yet to RMA to provide the District with the outcome of any citations the Security Department issues. Mark Martin stated that he will issue a letter requesting the information. Director Maybee also suggested asking RMA of the list of violations that the Security Department cites for, which are the top five (5) priorities and suggested a three page "warning" notice be created to keep track of the number warnings given to any one person or residence. One copy each for the District, the violator, and RMA.

Under Agenda Item 4d, Paul Siebensohn, Director of Field Operations, stated that as of March 20, 2019 the reservoirs are 99% full. The FAA Business Park project will begin at the end of April 2019.

President Clark commented on monitoring rain and sewer flows and asked for this to be taken to the Improvements Committee for discussion. President Clark also commended staff for all their phenomenal effort in getting the changes made regarding the Prop. 84 Grant.

#### **5. CONSIDER CONFERENCE/EDUCATION OPPORTUNITIES**

Mark Martin, General Manger, gave a brief summary of the recommendation to approve the out of state training for Paul Siebensohn, Director of Field Operations. This training provides up to 17 hours of the required CEU hours for the water treatment certification.

**Motion/Jenco** *approve out of state training for Paul Siebensohn, Director of Field Operations, to attend the water treatment, water distribution, and wastewater treatment certification training. Funding to come 50% from Water Operations Training Budget and 50% from Sewer Operations Training Budget.* **Second/Clark. Ayes: Clark, Jenco, Butler, Maybee. Noes: None. Absent: Merchant. Abstain: None.**

#### **6. EMPLOYEE ANNOUNCEMENTS, PROMOTIONS, COMMENDATIONS, AND KUDOS**

Mark Martin, General Manager, thanked Paul Siebensohn for all his efforts on the reorganizing of the Prop 84 projects. Mr. Martin stated that he also thanked the RWA staff for all their assistance with the effort.

President Clark thanked senior staff for all their work and leadership on streamlining procedures and processes for the District.

#### **7. REVIEW APRIL 2019 BOARD/COMMITTEE MEETING DATES/TIMES**

No discussion.

#### **8. CORRESPONDENCE**

None.

#### **9. COMMENTS FROM THE PUBLIC**

Dave Zieour commented on flooding issues he has had over the years. A claim was filed and denied. A letter was then submitted to the then Board President regarding the matter but he had not heard back from the District. Mark Martin, General Manager, stated he will check into the matter and bring it to the Improvements Committee for review.

Elaine Stout asked when they can be expecting to receive recycled water for irrigation. Mark Martin stated that homes are plumbed with the purple pipe but there is not enough recycled water to provide to residents at this time but will be after more development has been completed.

#### **10. CONSIDER RESCINDING DISTRICT POLICY 2009-09 DOG CONTAINMENT AND KENNEL FEE**

Mark Martin, General Manager, gave a brief summary of the recommendation to rescind District Policy 2009-09, Dog Containment and Kennel Fee due to the Board of Directors having agreed to suspend responding to animal calls and to rescind any policies related to animal control at the April 24, 2018 District's Regular Board meeting.

**Motion/Clark to rescind District Policy 2009-09 Dog Containment and Kennel Fee. Second/Jenco. Roll Call Vote: Ayes: Clark, Jenco, Butler, Maybee. Noes: None. Absent: Merchant. Abstain: None.**

#### **11. CONSIDER APPROVAL OF PROPOSAL FROM MUNIQUIP, LLC., FOR MAIN LIFT SOUTH SUMP PUMP REPLACEMENT**

Paul Siebensohn, Director of Field Operations, gave a brief summary of the recommendation to approve the proposal from Muniquip for the Main Lift South sump pump replacement. District staff will conduct the installation of the pump.

**Motion/Clark to approve the proposal from MuniQuip, LLC. for the Main Lift South stormwater sump pump replacement, in an amount not to exceed \$19,443.20, which includes a 15% contingency. Funding to come from Drainage Replacement Reserves. Second/Jenco. Roll Call Vote: Ayes: Clark, Jenco, Butler, Maybee. Noes: None. Absent: Merchant. Abstain: None.**

#### **12. CONSIDER APPROVAL OF PROPOSAL FROM TNT INDUSTRIAL CONTRACTORS, INC., FOR RECYCLED WATER LINE INSTALLATION, WATER SUPPLY AUGMENTATION PROJECT 17-5-11, CAPITAL IMPROVEMENT PROJECT 18-11-01**

Paul Siebensohn, Director of Field Operations, gave a brief summary of the recommendation to approve the proposal from TNT Industrial Contractors for a recycled water line installation. This project falls under the Prop 84 Grant funding.

**Motion/Jenco to approve proposal from TNT Industrial Contractors Inc. for recycled water line installation for an amount not to exceed \$78,657, Water Supply Augmentation Project SA Project 17-5-11, Capital Improvement Project 18-11-1, Commercial Loop Conversion. The approval amount includes a fifteen percent (15%) contingency. Funding to come from Water Supply Augmentation Fund. Second/Clark. Roll Call Vote: Ayes: Clark, Jenco, Butler, Maybee. Noes: None. Absent: Merchant. Abstain: None.**

#### **13. RECEIVE FISCAL YEAR 2019-2020 DRAFT BUDGET UPDATE**

Tom Hennig, Director of Administration, gave a brief overview of the status of the Fiscal Year 2019-20 budget. The Special Board meeting on March 28, 2019 at 4:00 p.m. will be to review the draft budget and proposed rate increase for the Prop 218 Notices to go out by April 1, 2019, two (2) or (3) three budget scenarios will be presented and discussed at the meeting.

Mark Martin, General Manager, stated that 2015 Reserve Study needs to be reviewed and priorities set.

#### **14. DISCUSS DISTRICT'S EXPECTED EVACUATION PLAN ROLE**

Mark Martin, General Manager, gave a brief summary of the March 4, 2019 Rancho Murieta Association (RMA) Evacuation Plan Advisory Committee (EPAC) and the March 10, 2019 draft the District received with

RMA's proposed role of the District, to assume a significant role in emergency planning, emergency services grant procurement and administration, contracting, and reimbursements for emergency related activities.

Mr. Martin stated he explained to the Committee that the District is not a town or city government with encompassing general services responsibility. The District is not a catchall for services where the community feels the County has fallen short. The District's emergency event responsibility is to restore and maintain the current services the District provides along with assisting the County.

Director Maybee commented on the Committee having contacted Folsom Prison to request evacuation assistance from inmates when needed.

Betty Ferraro commented on the Committee, that this is a learning process for the members, appreciate input from everyone, the need to identify exits, and that the Folsom inmate assistance has been dropped. Ms. Ferraro asked Paul Siebensohn to come speak to the Committee regarding water availability if a fire occurs.

President Clark suggested the Committee look at the current Sacramento County Plan (2017) and develop a list of questions that they would like to have the Office of Emergency Services (OES) answer.

Mark Martin stated that he and Chief Werblun will be meeting with Roger Ince from OES to discuss the role of the District in emergencies.

#### **15. DIRECTOR COMMENTS**

President Clark again thanked Mark Martin and Tom Hennig for all their efforts in improving the financial reports and asked that the Improvements Committee discuss alternate energy development.

#### **16. ADJOURNMENT**

**Motion/Clark to adjourn at 6:55 p.m. Second/Maybee. Ayes: Clark, Jenco, Butler, Maybee. Noes: None. Absent: Merchant. Abstain: None.**

Respectfully submitted,

Suzanne Lindenfeld  
District Secretary





## RANCHO MURIETA COMMUNITY SERVICES DISTRICT SPECIAL BOARD MEETING

March 28, 2019

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

### 1. CALL TO ORDER/ROLL CALL

President Les Clark called the March 28, 2019 Special Board Meeting of the Board of Directors of Rancho Murieta Community Services District to order at 4:00 p.m. at the Rancho Murieta Community Services District Board Room at 15160 Jackson Road, Rancho Murieta. Directors present were Les Clark, Linda Butler, Tim Maybee and John Merchant. Director Randy Jenco was absent. Also, present were Mark Martin, General Manager; Tom Hennig, Director of Administration; Jeff Werblun, Security Chief; Paul Siebensohn, Director of Field Operations; and Suzanne Lindenfeld, District Secretary.

### 2. ADOPT AGENDA

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

### 3. COMMENTS FROM THE PUBLIC

No comments.

### 4. REVIEW FISCAL YEAR 2019-2020 DRAFT BUDGET

Tom Hennig, Director of Administration, gave a PowerPoint presentation regarding the Fiscal Year 2019-20 draft budget. The preliminary Draft Budget rate and tax increases are not necessarily what will be adopted. The Board can adopt an increase lower than in the Prop 218 Notice, but they cannot go higher. The overall monthly customer bill under the proposed budget is anticipated to increase by \$9.54, or 5.4% and for the Village 5.5% or \$7.45.

General Budget drivers and assumptions include: 26 new residential connections phased over the year, Sacramento County property tax increase, health insurance rates are budgeted at 10% increase, 2.75% wage increase for represented; Midge Fly chemicals, liability insurance premium increase estimated at 4.5%, Workers' Comp increased to 6.9%, SMUD power to increase by 4.75% in 2020. A question and answer period followed.

**Motion/Clark to approve staff to mail out the Proposition 2018 Notice of Proposed Service Charge Increase & Special Tax Adjustments and Notice of Public Hearing by April 1, 2019. The Budget hearing will be held at the Regular Board meeting on May 15, 2019. Second/Merchant. Ayes: Clark, Butler, Maybee, Merchant. Noes: None. Absent: Jenco. Abstain: None.**

### 5. DIRECTOR COMMENTS

President Clark thanked staff for all their effort and time put in to drafting the budget.

Director Butler thanked Tom Hennig, Director of Administration, for making the presentation simple enough for her to understand.

### 6. ADJOURNMENT

**Motion/Maybee to adjourn at 5:51 p.m. Second/Butler. Ayes: Clark, Butler, Maybee, Merchant. Noes: None. Absent: Jenco. Abstain: None.**

Respectfully submitted,

Suzanne Lindenfeld  
District Secretary

DRAFT

# MEMORANDUM

Date: April 2, 2019  
To: Board of Directors  
From: Improvements Committee Staff  
Subject: April 2, 2019 Improvements Committee Meeting Minutes

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## 1. CALL TO ORDER

Director Clark called the meeting to order at 8:30 a.m. Present were Directors Clark and Jenco. Present from District staff were Mark Martin, General Manager; Tom Hennig, Director of Administration; Paul Siebensohn, Director of Field Operations; and Suzanne Lindenfeld, District Secretary.

## 2. PUBLIC COMMENT

None.

## 3. MONTHLY UPDATES

Paul Siebensohn, Director of Field Operations, gave an overview of the updates. At the Murieta Gardens II, KHovnanian Homes began the construction of two (2) model homes for this subdivision and submitted a service permit request on Monday, April 1, 2019; however, the District has yet to accept infrastructure from the developer there; District is still waiting for funding to provide review of the North projects; District is also waiting for John Sullivan's signature regarding the Highway 16 Bore reimbursement agreement; once received, a notice to proceed will be issued. A site walk for the commercial loop connection was done on Monday, April 1, 2019, project 3 – 6 Inch Recycled Water Line connection, of the submitted Proposition 84 projects.

## 4. ZIEOUR DRAINAGE CONCERN

Mark Martin, General Manager, gave an overview of the drainage concerns Mr. Zieour commented on at the March 20, 2019 Board Meeting. That concern is related to a claim filed with the District for reimbursement for flooding to his property. This occurred in March 2018 when the District received 3.5 inches of rain an hour which is more than a 100-year event. Mr. Zieour's claim was denied in June 2018 by the District's insurance, Golden State Risk Management Association (GSRMA). In November 2018, Mr. Zieour sent a letter to Mark Martin but had not received any response back. Mr. Martin acknowledged receipt of the letter and apologized for having not responded.

Mr. Martin went out to the property during the heavy rains on March 27, 2019 and there was no noticeable back up or flooding. The drainage easement adjacent to Mr. Zieour's house has been filled in with landscaping, including giant redwoods. Paul Siebensohn, Director of Field Operations, stated the landscape plans for the lot next door, which shares the sewer and drainage easement, states "No large trees, rocks, shrubs or structures of any kind in the Utility Easement." Mr. Zieour's lot file has no landscaping plan of record having been submitted to the District. Staff will check with Rancho Murieta Association to see if they received the plan but did not forward it to the District for review and approval. Mr. Martin stated that staff will continue to monitor the area to ensure no blockage in the drainage way.

## 5. DIRECTORS & STAFF COMMENTS/SUGGESTIONS

President Clark suggested staff coordinate with Sacramento County Planning Department regarding development plans and approvals.

## 6. ADJOURNMENT

The meeting was adjourned at 9:39 a.m.

# MEMORANDUM

Date: April 4, 2019  
To: Board of Directors  
From: Finance Committee Staff  
Subject: April 4, 2019 Finance Committee Meeting Minutes

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## 1. CALL TO ORDER

Director Merchant called the meeting to order at 8:30 a.m. Present were Directors Merchant and Maybee. Present from District staff were Mark Martin, General Manager; Tom Hennig, Director of Administration; Jeff Werblun, Security Chief; Paul Siebensohn, Director of Field Operations; and Suzanne Lindenfeld, District Secretary.

## 2. COMMENTS FROM THE PUBLIC

Richard Gehrs commented on his concerns regarding comments at the March 28, 2019 budget meeting regarding the accounting of the District, staff leaving, someone out of the country, and asked if there is any fraud going on. Director Maybee stated that there is no fraud, there has just been a turn over in the controller position and the person out of the country is from a financial software vendor the District uses. The belief is all funds are correct and accounted for.

Mark Martin, General Manager, stated that the District has hired an outside accounting firm, The Pun Group, to go over the District's books and the procedures to be sure they are accurate and efficient. The firm will be making a presentation to the Board. Director Merchant stated that the goal is to have a more efficient accounting process in place.

## 3. DELINQUENT INSTALLMENTS FOR CFD# 2014-1

Mark Martin, General Manager, gave a brief overview of Community Facilities District (CFD) No. 2014-1 and their current delinquent parcel tax payments on seven (7) parcels tied to the bond. The District currently collects the money owed through the County's Teeter System. In the event the County discontinues the Teeter program or parcels are removed from the Teeter program, the District may proceed with foreclosure proceedings.

John Sullivan, Cosumnes River Land, LLC, commented on how the development of the properties has not progressed as quickly as expected and plans to have the 2017-2018 taxes paid by the end of June 2019. Mr. Sullivan stated he would like to speak with Mark Martin, General Manager, and Richard Shanahan, District General Counsel, in regard to this matter.

## 4. BUDGET UPDATE

Tom Hennig, Director of Administration, gave an update on the Fiscal Year 2019-20 budget. The Prop 218 notices went out on April 1, 2019; The Pun Group was hired to conduct a review and reconciliation of the District's records to the general ledger and budget and recommend an improved best practice accounting process to include the monthly generation of reports.

## 5. DIRECTORS & STAFF COMMENTS/SUGGESTIONS

None.

## 6. ADJOURNMENT

The meeting was adjourned at 9:22 a.m.

# MEMORANDUM

Date: April 4, 2019  
To: Board of Directors  
From: Communication & Technology Committee Staff  
Subject: April 4, 2019 Communication & Technology Committee Meeting Minutes

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## 1. CALL TO ORDER

Director Merchant called the meeting to order at 9:34 a.m. Present were Directors Merchant and Butler. Present from District staff were Mark Martin, General Manager; Tom Hennig, Director of Administration; Jeff Werblun, Security Chief; Paul Siebensohn, Director of Field Operations; and Suzanne Lindenfeld, District Secretary.

## 2. COMMENTS FROM THE PUBLIC

None.

## 3. DISCUSS INTERNET STREAMING OF DISTRICT BOARD MEETINGS

Mark Martin, General Manager, gave an overview of video streaming/recording program, Open Media Foundation. Open Media is a non-profit organization with the mission to ensure every government can afford transparency services. The program allows for bookmarking the agenda as each item comes up which allows viewers to go direction to the agenda item they are interested in viewing/hearing. The company provides 24/7 customer support and the software capability is free to the District at this time. Although the software system is free, the District must still purchase the appropriate equipment to implement video streaming. Staff will gather more information on this option.

## 4. DISCUSS DIGITAL BILLBOARD/MESSAGE SIGNS

Mark Martin, General Manager, gave an overview of the various digital billboards/signs available along with what they do and the costs, including getting a permit from Sacramento County. A discussion followed. At this time, the Committee agreed to table this item due to the costs.

## 5. MAILING ALTERNATIVES

Mark Martin, General Manager, gave a brief summary of the recommendation to have all the District's mailings, including printing, outsourced. This would save the District on printing machine costs (including maintenance), paper, ink, postage and an estimated 2,000 hours of employee time a year. A discussion followed. Staff will continue to research this option.

## 6. RESIDENT/CUSTOMER FEEDBACK TO DISTRICT

Mark Martin, General Manager, gave an overview of the various ways a resident/customer can contact the District with concerns or comments: website, direct phone call, and writing. The District also has a complaint form and plans to re-implement a "How Did We Do?" form residents can submit.

Director Butler commented on her concern with the District having procedures for responding to an emergency and the community not knowing the process. Paul Siebensohn, Director of Field Operations stated that he has a Standard Operating Procedure for Field Operations staff that outlines the process to follow regarding various types of emergency calls. The District will communicate such processes to the community.

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

None.

**8. ADJOURNMENT**

The meeting was adjourned at 10:24 a.m.

DRAFT

## MEMORANDUM

Date: April 4, 2019  
To: Board of Directors  
From: Security Committee Staff  
Subject: April 4, 2019 Security Committee Meeting Minutes

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### 1. CALL TO ORDER

President Clark called the meeting to order at 10:31 a.m. Present were Directors Clark and Maybee. Present from District staff were Mark Martin, General Manager; Tom Hennig, Director of Administration; Jeff Werblun, Security Chief; Paul Siebensohn, Director of Field Operations; and Suzanne Lindenfeld, District Secretary.

### 2. COMMENTS FROM THE PUBLIC

None.

### 3. MONTHLY UPDATES

Chief Werblun gave a brief overview of the operations updates, incidents of note, Rancho Murieta Compliance Committee meeting, contract security, and the Joint Security Committee meeting.

Mark Martin, General Manager, stated that he and Chief Werblun met with the Murieta Village General Manager and Board President to go over their expectations of the Security Department. The Murieta Village Association will be submitting enforcement requests in writing.

Director Clark commented on the Neighborhood Watch meeting. About 16 residents were in attendance. The impression given by the residents was that the Sacramento County Sheriff's Department (SSD) was going to go into the neighborhoods and tell everyone what to do, when to do it, and how to do it. SSD and Security Chief Werblun explained how the program works and how neighbors need to work together to make their neighborhood's program successful.

The community will be holding their first National Night Out in August. A discussion followed.

Chief Werblun commented on the home security camera registration that SSD has as a way to help solve crime. Information is on the District's website.

Director Maybee stated that District staff is not needed at the Compliance Committee meetings unless notified for a specific incident.

### 4. RANCHO MURIETA ASSOCIATION/DISTRICT WARNING NOTICE UPDATE

Chief Werblun stated that the District worked with RMA to develop a warning notice to be given out. It is currently at the printer.

### 5. RANCHO MURIETA ASSOCIATION ENFORCEMENT REQUESTS/PRIORITIES

Danise Hetland, RMA Assistant General Manager, stated that RMA is currently looking at this request.

## **6. DIRECTOR & STAFF COMMENTS**

Mark Martin, General Manager, commented on having met with Office of Emergency Services (OES) and that the District received more disaster preparedness pamphlets from OES and distributed them to Murieta Village and RMA. Director Maybee stated that the Rancho Murieta community is on its own for the first 72 hours of any emergency.

Director Clark commented on his concern with the impact to the District Security Department from events including non-residents.

Director Maybee gave an update on the graffiti cleanup. About 40 hours have already been spent and before and after pictures have been taken. Director Clark suggested getting that information out to the community.

## **7. ADJOURNMENT**

The meeting adjourned at 11:35 a.m.



## MEMORANDUM

Date: April 12, 2019  
To: Board of Directors  
From: Tom Hennig, Director of Administration  
Subject: Bills Paid Listing

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Enclosed is the Bills Paid Listing Report for January, February and March 2019. The January report is presented a second time to reflect corrections in the purpose portion of the report. 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 March (excluding payroll-related items) are listed *in order as they appear* on the Bills Paid Listing Report:

<b>Vendor</b>	<b>Project / Purpose</b>	<b>Amount</b>	<b>Funding</b>
AppleOne Employment Services	Contract Staffing – Admin	\$11,560	Operating Expense
California Waste Recovery Sy	Solid Waste Monthly Contract	\$49,213	Operating Expense
PDF Tactical Employment Services	Security Staffing	\$5,035	Operating Expense
Sacramento County	Quarterly Solid Waste Charges	\$9,289	Operating Expense
Ferguson Enterprises, Inc	Repairs and Maintenance	\$7,586	Operating Expense
S. M. U. D.	Utilities	\$19,991	Operating Expense

PREPARED BY: Tom Hennig, Director of Administration

REVIEWED BY:  District Treasurer

**Rancho Murieta Community Services District**  
**Bills Paid Listing for January 2019 - Revised 4-12-19**


Ck Number	Date	Vendor	Amount	Purpose
CM34214	1/2/2019	Accounting & Association Support Group	288.75	IT Support
CM34215	1/2/2019	Action Cleaning Systems Inc	1,445.00	Janitorial
CM34216	1/2/2019	Action Rubber Stamps, Inc	20.63	Office Supplies
CM34217	1/2/2019	American Family Life Assurance	383.19	Life Insurance
CM34218	1/2/2019	Apple One Employment Service	399.50	Temp Labor
CM34219	1/2/2019	Applications By Design, Inc.	2,275.00	Security Barcodes
CM34220	1/2/2019	Aramark Uniform & Career App	123.33	Uniforms
CM34221	1/2/2019	Arnolds For Awards	21.89	Office Supplies
CM34222	1/2/2019	AT&T	986.01	Telephone
CM34223	1/2/2019	AT&T	2,671.13	Telephone
CM34224	1/2/2019	Backflow Distributors Inc	501.96	Repairs & Maintenance
CM34225	1/2/2019	California Laboratory Service	1,444.52	Monthly Lab Tests
CM34226	1/2/2019	California Special Districts	65.00	Conference
CM34227	1/2/2019	California State Disbursement	79.26	Payroll
CM34228	1/2/2019	Caltronics Business Systems	841.17	Office Supplies
CM34229	1/2/2019	Coastland Civil Engineering	21,422.40	Engineering
CM34230	1/2/2019	County of Sacramento	5,934.32	Off Duty Sheriff
CM34231	1/2/2019	County of Sacramento	9,961.52	Quarterly Solid Waste Charges
CM34232	1/2/2019	County of Sacramento	601.00	employment Screening
CM34233	1/2/2019	Culver Company, Inc	1,189.78	Repairs & Maintenance
CM34234	1/2/2019	Domino Solar LTD	7,383.53	Solar
CM34235	1/2/2019	Ferguson Enterprises	237.52	Repairs & Maintenance
CM34236	1/2/2019	Franchise Tax Board	60.00	State Tax
CM34237	1/2/2019	Fred Pryor Seminars/CareerTrack	174.00	Seminar
CM34238	1/2/2019	Galls/Quartermaster	66.35	Repairs & Maintenance
CM34239	1/2/2019	Gempier's, Inc.	1,071.87	Uniforms
CM34240	1/2/2019	Greenfield Communications	460.97	Internet/TV
CM34241	1/2/2019	Hastie's Capitol Sand and Gr	557.77	Repairs & Maintenance
CM34242	1/2/2019	Kirby's Pump & Mechanical	38,752.37	Repairs & Maintenance
CM34243	1/2/2019	Legal Shield	23.90	Payroll
CM34244	1/2/2019	Marion Leasing	526.90	Equipment Rental
CM34245	1/2/2019	Merchant, John	116.75	Reimbursement
CM34246	1/2/2019	Nationwide Retirement Solutions	1,135.00	Payroll
CM34247	1/2/2019	Operating Engineers Local Un	535.40	Monthly Lab Tests
CM34248	1/2/2019	Pace Supply Corp	1,247.48	Union Dues
CM34249	1/2/2019	Rancho Murieta Association	150.00	Landscaping
CM34250	1/2/2019	Rancho Murieta Association	396.58	Purchased Power
CM34251	1/2/2019	S. M. U. D.	12,015.06	Utilities
CM34252	1/2/2019	Sprint	189.95	Monthly Air Cards
CM34253	1/2/2019	Streamline	300.00	Website
CM34254	1/2/2019	TASC	68.91	Benelux
CM34255	1/2/2019	TASC	196.14	Benelux
CM34256	1/2/2019	Tesco Controls, Inc.	8,346.18	Repairs & Maintenance
CM34257	1/2/2019	Western Exterminator Co.	547.00	Pest Control
DAJ000006321	1/4/2019	CalPERS	10,936.49	Employee Retirement
DAJ000006322	1/8/2019	CalPERS	11,079.45	Employee Retirement
CM34258	1/8/2019	Chrysler Capital	156.80	Jeep Payment
CM34259	1/8/2019	Guardian Life Insurance	5,289.90	Dental Insurance
CM34260	1/8/2019	Vision Service Plan (CA)	435.58	Vision Insurance
CM34261	1/11/2019	A Leap Ahead IT	5,435.42	IT Support
CM34262	1/11/2019	A&D Automatic Gate and Access	387.50	Repairs & Maintenance
CM34263	1/11/2019	American Family Life Assurance	383.19	Payroll
CM34264	1/11/2019	Apple One Employment Service	1,702.17	Temp Labor
CM34265	1/11/2019	Applications By Design, Inc.	520.00	Security Barcodes
CM34266	1/11/2019	Aramark Uniform & Career App	260.40	Uniforms
CM34267	1/11/2019	Brower Mechanical, Inc	591.00	Repairs & Maintenance
CM34268	1/11/2019	California State Disbursement	79.26	Payroll
CM34269	1/11/2019	California Waste Recovery Sy	49,075.21	Solid Waste Monthly Contract
CM34270	1/11/2019	Cell Energy Inc.	275.33	Vehicle Service
CM34271	1/11/2019	Christensen, Don	100.00	Rebate
CM34272	1/11/2019	County of Sacramento	74.00	employment Screening
CM34273	1/11/2019	EDCO Enterprises	4,560.00	Repairs & Maintenance
CM34274	1/11/2019	Express Office Products, Inc	1,189.04	Office Supplies
CM34275	1/11/2019	Ferguson Enterprises	5,520.58	Repairs & Maintenance

**Rancho Murieta Community Services District**  
**Bills Paid Listing for January 2019 - Revised 4-12-19**

Ck Number	Date	Vendor	Amount	Purpose
CM34276	1/11/2019	Franchise Tax Board	60.00	State Tax
CM34277	1/11/2019	Galls/Quartermaster	314.13	Repairs & Maintenance
CM34278	1/11/2019	Gempler's, Inc.	169.98	Uniforms
CM34279	1/11/2019	Golden State Risk Management	103,442.49	Insurance
CM34280	1/11/2019	Gudel, Shannon	100.00	Rebate
CM34281	1/11/2019	Hastie's Capitol Sand and Gr	679.23	Repairs & Maintenance
CM34282	1/11/2019	J B Bostick Company	8,100.00	Repairs & Maintenance
CM34283	1/11/2019	KWA Safety & Hazmat Consulta	1,800.00	Consulting
CM34284	1/11/2019	Lee's Automotive Repair Inc	102.60	Repairs & Maintenance
CM34285	1/11/2019	Legal Shield	23.90	Payroll
CM34286	1/11/2019	Nationwide Retirement Solutions	1,050.00	Payroll
CM34287	1/11/2019	Operating Engineers Local Un	526.11	Union Dues
CM34288	1/11/2019	Pace Supply Corp	10.83	Repairs & Maintenance
CM34289	1/11/2019	PDF Tactical	4,743.98	Security Temp Staffing
CM34290	1/11/2019	Pitney Bowes	695.23	Lease
CM34291	1/11/2019	Rancho Murieta Ace Hardware	116.69	Repairs & Maintenance
CM34292	1/11/2019	Rancho Murieta Country Club	510.51	RMCS D Employee Appreciation Lunch
CM34293	1/11/2019	Romo Landscaping	385.00	Landscaping
CM34294	1/11/2019	Santander Leasing	240.00	Security Vehicle Lease
CM34295	1/11/2019	Sierra Office Supplies	235.97	Supplies
CM34296	1/11/2019	State of California	143.00	Permits
CM34297	1/11/2019	State Water Resources Control	17,386.50	Permits
CM34298	1/11/2019	TASC	98.07	Payroll Benelux
CM34299	1/11/2019	U.S. Bank Corp. Payment Syst	4,329.07	Fuel
CM34300	1/11/2019	U.S. HealthWorks Medical Gro	709.00	Pre-Employment Exam
CM34301	1/11/2019	Univar USA Inc.	2,609.17	Repairs & Maintenance
CM34302	1/11/2019	USA Blue Book	1,374.89	Supplies
CM34303	1/11/2019	Water Environment Federation	328.00	repairs & Maintenance
CM34304	1/11/2019	WaterSAC	524.00	Repairs & Maintenance
CM34305	1/11/2019	Wister, James	100.00	Rebate
CM34306	1/11/2019	Xylem Water Solutions U.S.A.	29,915.38	Cantova Lift Project
CM34307	1/14/2019	Costco Membership	888.45	Supplies
DAJ000006324	1/14/2019	California Employment Development	3,066.95	Payroll Taxes
DAJ000006323	1/14/2019	Federal Tax deposit	10,226.99	Employment Taxes
CM34497	1/17/2019	CalPERS	36.75	Unfunded Liability
DAJ000006325	1/17/2019	CalPERS	15,014.21	Unfunded Liability
DAJ000006326	1/17/2019	Unemployment	228.97	Employment Taxes
DAJ000006327	1/23/2019	Eldorado Savings	1,513.19	Employment Taxes
DAJ000006329	1/24/2019	CalPERS	11,709.73	Employee Retirement
CM34308	1/25/2019	Accounting & Association Support Group	1,567.50	IT Support
CM34309	1/25/2019	Action Cleaning Systems Inc	1,445.00	Janitorial
CM34310	1/25/2019	American Family Life Assurance	383.19	Payroll
CM34311	1/25/2019	American Water Works Association	433.00	Repairs & Maintenance
CM34312	1/25/2019	Apple One Employment Service	1,829.80	Temp Labor
CM34313	1/25/2019	Applications By Design, Inc.	2,350.00	Security Barcodes
CM34314	1/25/2019	Aramark Uniform & Career App	229.70	Uniforms
CM34315	1/25/2019	AT&T	968.96	Mobile Phones
CM34316	1/25/2019	AT&T	2,822.64	Office Phones
CM34317	1/25/2019	Backflow Distributors Inc	7,188.31	Repairs & Maintenance
CM34318	1/25/2019	Bartkiewicz, Kronick & Shana	3,697.31	Legal
CM34319	1/25/2019	Bourkov, Marina & Alex	950.00	Legal
CM34320	1/25/2019	California Laboratory Service	968.24	Monthly Lab Tests
CM34321	1/25/2019	California State Disbursement	79.26	Payroll
DAJ000006331	1/25/2019	CalPERS	11,191.45	Employee Retirement
CM34322	1/25/2019	Caltronics Business Systems	877.73	Office Supplies
CM34323	1/25/2019	Cell Energy Inc.	168.35	Vehicle Service
CM34324	1/25/2019	Central Valley Engineering &	450.00	Repairs & Maintenance
CM34325	1/25/2019	Cisco Air Systems, Inc	379.44	Repairs & Maintenance
CM34326	1/25/2019	Core & Main	982.96	Repairs & Maintenance
CM34327	1/25/2019	Domino Solar LTD	6,085.03	Solar
CM34328	1/25/2019	EDCO Enterprises	1,710.00	Repairs & Maintenance
DAJ000006328	1/25/2019	California Employment Development	2,804.56	Employment Taxes
CM34329	1/25/2019	Express Office Products, Inc	205.87	Office Supplies
CM34330	1/25/2019	Franchise Tax Board	60.00	State Tax

**Rancho Murieta Community Services District**  
**Bills Paid Listing for January 2019 - Revised 4-12-19**

Ck Number	Date	Vendor	Amount	Purpose
CM34331	1/25/2019	Gempler's, Inc.	48.99	Uniforms
CM34332	1/25/2019	Greenfield Communications	460.97	Internet/TV
CM34333	1/25/2019	Hach Company	720.11	Repairs & Maintenance
CM34334	1/25/2019	Hanson, Robert	100.00	Rebate
CM34335	1/25/2019	Howe It's Done	791.85	BOD Meetings
CM34336	1/25/2019	Hunt & Sons, Inc	5,767.25	Fuel
CM34337	1/25/2019	J B Bostick Company	786.50	Repairs & Maintenance
CM34338	1/25/2019	Kolmodin, Don	200.00	Rebate
CM34339	1/25/2019	Lane, Sean	805.75	Reimbursement
CM34340	1/25/2019	Larry Bain, CPA, An Accounting	15,500.00	Professional Services
CM34341	1/25/2019	Lee's Automotive Repair Inc	2,004.75	Repairs & Maintenance
CM34342	1/25/2019	Legal Shield	23.90	Payroll
CM34343	1/25/2019	Lund Construction	950.00	Repairs & Maintenance
CM34344	1/25/2019	Maita, Bruce	400.00	Rebate
CM34345	1/25/2019	Marion Leasing	526.90	Equipment Rental
CM34346	1/25/2019	Nationwide Retirement Solution	1,165.00	Equipment Rental
CM34347	1/25/2019	Operating Engineers Local Un	553.80	Union Dues
CM34348	1/25/2019	Public Agency Retirement	727.41	Employee Retirement
CM34349	1/25/2019	Rancho Murieta Association	150.00	Landscaping
CM34350	1/25/2019	Rancho Murieta Association	615.56	Purchased Power
CM34351	1/25/2019	S. M. U. D.	14,128.11	Utilities
CM34352	1/25/2019	Sacramento Bee	978.00	Job Listing
CM34353	1/25/2019	Sierra Office Supplies	289.85	Office Supplies
CM34354	1/25/2019	Smith, Robert	100.00	Rebate
CM34355	1/25/2019	Sprint	189.95	Telephone
CM34356	1/25/2019	Streamline	300.00	Website
CM34357	1/25/2019	TASC	186.82	Payroll
CM34358	1/25/2019	TASC	98.07	Payroll
CM34359	1/25/2019	USA Blue Book	1,297.04	Supplies
CM34360	1/25/2019	W.W. Grainger Inc.	151.41	Repairs & Maintenance
CM34361	1/25/2019	Western Exterminator Co.	547.00	Pest Control
CM34362	1/25/2019	William Baker DBA B&B Professionals	1,166.38	Professional Services
DAJ000006330	1/28/2019	Eldorado Savings	9,265.94	Employment Taxes
DAJ000006299	1/29/2019	Employment Development	3,160.80	Employment Taxes
DAJ000006320	1/31/2019	USPS	1,500.00	Postage
		<b>Total</b>	<b>562,261.69</b>	

PREPARED BY: Tom Henning, Director of Administration 

REVIEWED BY:  District Treasurer 

**Rancho Murieta Community Services District**  
**Bills Paid Listing for February 2019**

CHECK NO	Date	Vendor	Amount	Purpose
CM2077	2/8/2019	Corelogic Solutions, LLC	206.00	CFD 2014-1 Admin Cost
CM34363	2/7/2019	Costco Membership	1,185.87	Supplies
CM34366	2/8/2019	Apple One Employment Services	19,393.03	Contract Staffing
CM34367	2/8/2019	Applications By Design, Inc.	520.00	Security Barcodes
CM34368	2/8/2019	Aramark Uniform & Career Apparel, LLC	441.20	Uniform Cleaning
CM34369	2/8/2019	California State Disbursement Unit	79.26	Payroll
CM34370	2/8/2019	California Waste Recovery Systems	49,200.68	California West Contract
CM34371	2/8/2019	CWEA	87.00	Certification
CM34372	2/8/2019	Cell Energy Inc.	179.37	Supplies
CM34373	2/8/2019	Chrysler Capital	156.80	Jeep Payment
CM34374	2/8/2019	Cisco Air Systems, Inc	21,303.25	Repairs & Maintenance
CM34375	2/8/2019	Coastland Civil Engineering	19,713.65	Engineering
CM34377	2/8/2019	Dave Womack Backflow Services	306.56	Maintenance
CM34378	2/8/2019	Delta Pump Company	67,878.02	Pump Project
CM34379	2/8/2019	Express Office Products, Inc.	159.62	Office Supplies
CM34380	2/8/2019	Ferguson Enterprises, Inc 1423	1,268.94	Repairs & Maintenance
CM34381	2/8/2019	Franchise Tax Board	60.00	California Taxes
CM34382	2/8/2019	Fred Pryor Seminars/CareerTrack	218.00	Seminar
CM34383	2/8/2019	Guardian Life Insurance	6,556.56	Dental Insurance
CM34384	2/8/2019	Hach Company	1,043.14	Repairs & Maintenance
CM34385	2/8/2019	Hastie's Capitol Sand and Gravel Co.	384.56	Repairs & Maintenance
CM34386	2/8/2019	Jarilyn Hobberlin	161.88	Rebate
CM34387	2/8/2019	Holt of California	10,826.15	Equipment Rental
CM34388	2/8/2019	Pat Jarratt	100.00	Rebate
CM34389	2/8/2019	Lee's Automotive Repair Inc	1,656.81	Repairs & Maintenance
CM34390	2/8/2019	Legal Shield	11.95	Payroll
CM34391	2/8/2019	Les Schwab Tires	1,065.56	Repairs & Maintenance
CM34392	2/8/2019	Nationwide Retirement Solution	1,665.00	Payroll Deferred Compensation
CM34393	2/8/2019	Operating Engineers Local Union No. 3	498.42	Union Dues
CM34394	2/8/2019	PDF Tactical	1,076.40	Contract Staffing - Security
CM34395	2/8/2019	Rancho Murieta Ace Hardware	41.83	Repairs & Maintenance
CM34396	2/8/2019	Regional Water Authority	100.00	Permit
CM34397	2/8/2019	Romo Landscaping	385.00	Landscaping Maintenance
CM34398	2/8/2019	Santander Leasing	240.00	Security Vehicle Lease
CM34399	2/8/2019	TASC	98.07	Payroll - Beneflex
CM34400	2/8/2019	Trench Plate Rental Co.	442.00	Repairs & Maintenance
CM34401	2/8/2019	U.S. Bank Corp. Payment System	3,265.78	Fuel
CM34402	2/8/2019	USA Blue Book	6,008.22	Supplies
CM34403	2/8/2019	Vision Service Plan (CA)	480.64	Vision Insurance
CM34404	2/8/2019	W.W. Grainger Inc.	1,375.25	Repairs & Maintenance
CM34405	2/8/2019	A Leap Ahead IT	4,418.06	IT Support
CM34406	2/8/2019	American Family Life Assurance Co.	383.19	EE Life Insurance
CM34407	2/8/2019	Sparling Instruments, LLC	297.25	Repairs & Maintenance
CM34408	2/8/2019	County of Sacramento	227.00	Quarterly Solid Waste Charges
CM34409	2/22/2019	Accounting & Association Software Group	1,485.00	IT Support
CM34410	2/22/2019	Acme Saw & Supply Inc	631.93	Repairs & Maintenance
CM34411	2/22/2019	Action Cleaning	1,445.00	Cleaning Service
CM34412	2/22/2019	American Family Life Assurance Co.	383.19	Payroll
CM34413	2/22/2019	Apple One Employment Services	5,505.34	Contract Staffing
CM34414	2/22/2019	Aramark Uniform	229.70	Uniforms
CM34415	2/22/2019	AT&T	1,038.67	Telephone
CM34416	2/22/2019	AT&T	2,729.28	Telephone
CM34417	2/22/2019	Bartkiewicz, Kronick & Shanahan	8,599.78	Legal Service
CM34418	2/22/2019	John Becker	100.00	Rebate
CM34419	2/22/2019	Borges & Mahoney	1,195.40	Repairs & Maintenance
CM34420	2/22/2019	California Laboratory Services	1,811.04	Monthly Lab Tests
CM34421	2/22/2019	California Special Districts Association	275.00	Training
CM34422	2/22/2019	California State Disbursement Unit	79.26	Payroll
CM34423	2/22/2019	CWEA	87.00	Union Dues
CM34424	2/22/2019	Caltronics Business Systems	1,019.20	Office Supplies
CM34425	2/22/2019	Coastland Civil Engineering	17,374.90	Engineering
CM34426	2/22/2019	Domino Solar LTD	6,140.63	Solar
CM34427	2/22/2019	EDCO Enterprises	2,280.00	Repairs & Maintenance
CM34428	2/22/2019	Harvey Eliot	100.00	Rebate

**Rancho Murieta Community Services District**  
**Bills Paid Listing for February 2019**

CHECK NO	Date	Vendor	Amount	Purpose
CM34429	2/22/2019	Eriks North America, Inc	1,054.78	Repairs & Maintenance
CM34430	2/22/2019	Express Office Products, Inc.	212.80	Office Supplies
CM34431	2/22/2019	Franchise Tax Board	60.00	Certifications
CM34432	2/22/2019	Greenfield Communications	445.90	Internet / TV
CM34433	2/22/2019	Hach Company	2,279.85	Repairs & Maintenance
CM34434	2/22/2019	Home Depot Credit Services	2,524.15	Repairs & Maintenance
CM34435	2/22/2019	John Kankis	100.00	Rebate
CM34436	2/22/2019	Lee's Automotive Repair Inc	294.24	Auto Repair
CM34437	2/22/2019	Legal Shield	11.95	Legal
CM34438	2/22/2019	Les Schwab Tires	446.50	Auto Repair
CM34439	2/22/2019	Marion Leasing	526.90	Postage Rental
CM34440	2/22/2019	Nationwide Retirement Solution	1,665.00	Payroll
CM34441	2/22/2019	Operating Engineers Local Union No. 3	526.11	Union Dues
CM34442	2/22/2019	PDF Tactical	2,024.00	Contract Staffing - Security
CM34443	2/22/2019	Pirtek Power Inn	240.04	Repairs & Maintenance
CM34444	2/22/2019	Pitney Bowes	265.59	Supplies
CM34445	2/22/2019	Public Agency Retirement Services	349.78	Employee Retirement
CM34446	2/22/2019	Rancho Murieta Association	150.00	Landscaping
CM34447	2/22/2019	Rancho Murieta Association	645.87	Purchased Power
CM34448	2/22/2019	S. M. U. D.	16,311.77	Electrical Service
CM34449	2/22/2019	Sierra Office Supplies	40.95	Office Supplies
CM34450	2/22/2019	Sprint	189.95	Cell Phone
CM34451	2/22/2019	Streamline	300.00	Website
CM34452	2/22/2019	TASC	70.82	Payroll - Beneflex
CM34453	2/22/2019	TASC	98.07	Payroll - Beneflex
CM34454	2/22/2019	Tesco Controls, Inc.	1,023.63	Repairs & Maintenance
CM34455	2/22/2019	Paul Toft	100.00	Rebate
CM34456	2/22/2019	U.S. HealthWorks Medical Group, PC	472.00	Employment Screening
CM34457	2/22/2019	U.S. Jetting, LLC	147.59	Repairs & Maintenance
CM34459	2/22/2019	USA Blue Book	950.19	Supplies
CM34460	2/22/2019	Velosio LLC	591.50	IT Support Contract
CM34461	2/22/2019	W.W. Grainger Inc.	392.54	Repairs & Maintenance
CM34462	2/22/2019	Underground Service Alert of N. Cal and Nev	305.66	California 811 System
		<b>Total</b>	<b>312,494.42</b>	

PREPARED BY: Tom Henning, Director of Administration


REVIEWED BY: \_\_\_\_\_, District Treasurer

**Rancho Murieta Community Services District**  
**Bills Paid Listing for March 2019**

CHECK NO	Date	Vendor	Amount	Purpose
CM2078	3/8/2019	Corelogic Solutions, LLC	\$206.00	CFD 2014-1 Admin Cost
CM34463	3/8/2019	A Leap Ahead IT	\$4,418.06	IT Support
CM34464	3/8/2019	A&D Automatic Gate and Access	\$591.47	Repairs & Maintenance
CM34465	3/8/2019	American Family Life Assurance Co.	\$383.19	Payroll
CM34466	3/8/2019	Apple One Employment Services	\$3,062.83	Contract Staffing - Admin
CM34467	3/8/2019	Applications By Design, Inc.	\$520.00	Security Barcodes
CM34468	3/8/2019	Aramark Uniform & Career Apparel, LLC	\$161.42	Uniforms
CM34469	3/8/2019	Borges & Mahoney	\$200.00	Repairs & Maintenance
CM34470	3/8/2019	Brower Mechanical, Inc	\$1,500.00	Repairs & Maintenance
CM34471	3/8/2019	California Special Districts Association	\$1,020.00	Conference
CM34472	3/8/2019	California State Disbursement Unit	\$79.26	Payroll
CM34473	3/8/2019	California Waste Recovery Systems	\$49,212.70	Solid Waste Contract
CM34474	3/8/2019	Chrysler Capital	\$156.80	Jeep Payment
CM34475	3/8/2019	County of Sacramento	\$900.00	Quarterly Solid Waste Charges
CM34476	3/8/2019	Delta Pump Company	\$2,123.25	Repairs & Maintenance
CM34477	3/8/2019	Deluxe Business Checks and Solutions	\$523.43	Office Supplies
CM34478	3/8/2019	Ditch Witch West	\$1,088.09	Equipment Rental
CM34479	3/8/2019	Walter Dunajski	\$300.00	Rebate
CM34480	3/8/2019	Franchise Tax Board	\$60.00	State Taxes
CM34481	3/8/2019	Galls/Quartermaster	\$576.11	Uniform - Security
CM34482	3/8/2019	Guardian Life Insurance	\$5,027.80	Dental Insurance
CM34483	3/8/2019	Jobs Available, Inc.	\$429.00	Employment Firm
CM34484	3/8/2019	Lee's Automotive Repair Inc	\$4,325.57	Equipment Repair
CM34485	3/8/2019	Legal Shield	\$11.95	Payroll
CM34486	3/8/2019	Nationwide Retirement Solution	\$1,665.00	Payroll - Deferred Comp
CM34487	3/8/2019	Operating Engineers Local Union No. 3	\$526.11	Union Dues
CM34488	3/8/2019	PDF Tactical	\$3,184.35	Contract Staffing - Security
CM34489	3/8/2019	Romo Landscaping	\$385.00	Landscaping Maintenance
CM34490	3/8/2019	Santander Leasing	\$240.00	Security Vehicle Lease
CM34491	3/8/2019	Sierra Office Supplies	\$25.86	Office Supplies
CM34492	3/8/2019	TASC	\$98.07	Payroll
CM34493	3/8/2019	U.S. Bank Corp. Payment System	\$3,049.06	Fuel
CM34494	3/8/2019	USA Blue Book	\$1,885.57	Supplies
CM34495	3/8/2019	Vision Service Plan (CA)	\$465.62	Payroll - Vision
CM34496	3/8/2019	Walker's Office Supplies, Inc	\$700.29	Office Supplies
CM34498	3/14/2019	Costco Membership	\$545.86	Supplies
CM34499	3/22/2019	A&D Automatic Gate and Access	\$187.33	Repairs & Maintenance
CM34500	3/22/2019	Accounting & Association Software Group	\$3,003.00	IT Support
CM34501	3/22/2019	Acme Engineering Products Inc	\$1,350.91	Repairs & Maintenance
CM34502	3/22/2019	Acme Saw & Supply Inc	\$20.89	Repairs & Maintenance
CM34503	3/22/2019	Duloglo Enterprises Inc DBA Action Cleaning	\$1,445.00	Cleaning Service
CM34504	3/22/2019	American Family Life Assurance Co.	\$383.19	Payroll
CM34505	3/22/2019	Apple One Employment Services	\$8,497.09	Contact Staffing
CM34506	3/22/2019	Aramark Uniform & Career Apparel, LLC	\$229.70	Uniforms
CM34507	3/22/2019	Arnolds For Awards	\$21.89	Office Supplies
CM34508	3/22/2019	AT&T	\$963.67	Telephone Service
CM34509	3/22/2019	AT&T	\$2,626.00	Telephone Service
CM34510	3/22/2019	Phyllis Banducci	\$300.00	Rebate
CM34511	3/22/2019	Bartkiewicz, Kronick & Shanahan	\$3,291.94	Legal
CM34512	3/22/2019	California Laboratory Services	\$2,807.70	Monthly Lab Tests
CM34513	3/22/2019	California Special Districts Association	\$165.00	Conference
CM34514	3/22/2019	California State Disbursement Unit	\$79.26	Payroll
CM34515	3/22/2019	Caltronics Business Systems	\$946.69	Office Supplies
CM34516	3/22/2019	Clark Pest Control	\$723.66	Building Pest Maintenance
CM34517	3/22/2019	County of Sacramento	\$9,288.75	Quarterly Solid Waste Charges
CM34518	3/22/2019	Delta Wireless	\$1,100.00	Security Radio System
CM34519	3/22/2019	Domino Solar LTD	\$5,656.12	Solar
CM34520	3/22/2019	Drawing Board Printing	\$168.65	Supplies
CM34521	3/22/2019	ECS House Industries, Inc.	\$1,575.88	Repairs & Maintenance
CM34522	3/22/2019	Ferguson Enterprises, Inc	\$7,585.70	Repairs & Maintenance
CM34523	3/22/2019	Folsom Lake Asphalt, Inc.	\$4,317.00	Repairs & Maintenance
CM34524	3/22/2019	Galls/Quartermaster	\$64.64	Uniform - Security
CM34525	3/22/2019	Greenfield Communications	\$448.99	Internet / TV
CM34526	3/22/2019	Holt of California	\$2,999.81	Repairs & Maintenance

**Rancho Murieta Community Services District**  
**Bills Paid Listing for March 2019**

CHECK NO	Date	Vendor	Amount	Purpose
CM34527	3/22/2019	Kirby's Pump & Mechanical	\$1,830.00	Repairs & Maintenance
CM34528	3/22/2019	Lee's Automotive Repair Inc	\$1,942.75	Repairs & Maintenance
CM34529	3/22/2019	Legal Shield	\$11.95	Legal
CM34530	3/22/2019	Anne H Long (DBA) Marion Leasing	\$526.90	Postage Lease
CM34531	3/22/2019	Nationwide Retirement Solution	\$2,395.00	Payroll - Deferred Comp
CM34532	3/22/2019	Kevin O'Keefe	\$100.00	Rebate
CM34533	3/22/2019	Operating Engineers Local Union No. 3	\$470.73	Union Dues
CM34534	3/22/2019	PDF Tactical	\$1,850.35	Contract Staffing - Admin
CM34535	3/22/2019	PR Diamond Products Inc.	\$298.00	Repairs & Maintenance
CM34536	3/22/2019	Public Agency Retirement Services	\$369.41	Employee Retirement
CM34537	3/22/2019	Ramos Environmental Services	\$75.00	Repairs & Maintenance
CM34538	3/22/2019	Rancho Murieta Ace Hardware	\$60.96	Repairs & Maintenance
CM34539	3/22/2019	Rancho Murieta Association	\$150.00	Landscaping
CM34540	3/22/2019	Rancho Murieta Association	\$542.38	Purchased Power
CM34541	3/22/2019	S. M. U. D.	\$19,991.25	Utilities
CM34542	3/22/2019	Sacramento Bee	\$1,965.00	Employment Adds
CM34543	3/22/2019	Sprint	\$189.95	Telephone Service
CM34544	3/22/2019	State of California	\$172.50	Tax Payments
CM34545	3/22/2019	Streamline	\$300.00	Web Site Host
CM34546	3/22/2019	TASC	\$70.82	Payroll - Beneflex
CM34547	3/22/2019	TASC	\$98.07	Payroll - Beneflex
CM34548	3/22/2019	U.S. HealthWorks Medical Group, PC	\$196.00	Pre Employment Exam
CM34549	3/22/2019	United Rentals Northwest, Inc.	\$3,171.08	Repairs & Maintenance
CM34550	3/22/2019	USA Blue Book	\$53.88	Supplies
CM34551	3/22/2019	William Vaughan	\$200.00	Rebate
CM34552	3/22/2019	Gregory Verdon	\$100.00	Rebate
CM34553	3/22/2019	Richard Viegas	\$100.00	Rebate
CM34554	3/22/2019	Walker's Office Supplies, Inc	\$234.17	Office Supplies
		<b>Total</b>	<b>187,362.33</b>	

PREPARED BY: Tom Henning, Director of Administration 

REVIEWED BY: , District Treasurer



# MEMORANDUM

**Date:** April 16, 2019  
**To:** Board of Directors  
**From:** Mark Martin, General Manager  
**Subject:** General Manager's Report

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## OUTREACH/ADVOCACY

March 21, 2019: **Meeting with Roger Ince of County OES on Emergency Planning Roles** – Chief Werblun and I met with Roger Ince, Emergency Operations Coordinator for County OES, to ask follow-up questions on CSD's role in Emergency Operations relative to the primary role of County OES, Sac Metro Fire, and Sacramento County. Mr. Ince confirmed that CSD's role is secondary and in support of the all-risk agencies and that CSD's primary responsibilities during an emergency is to restore the CSD's primary critical functions such as provision of water and sewer services. We are awaiting feedback from Mr. Ince on possible grants and CSD use of such grants. Mr. Ince believed that grants available to CSD would likely be limited to planning related to protection of and restoration of key services CSD provides as a governmental agency. Mr. Ince confirmed emergency situations are very dynamic and thus emergency pre-planning is typically approached in a more general manner.

March 27, 2019: **Stormwater Drainage Concerns** – Conducted site visits during heavy rain downpour event related to two resident stormwater concerns.

April 2, 2019: **NBS – District's CFD 2014-1 Administrator** – Met with NBS senior staff to become more familiar with CSD's general role and responsibilities related to CFD 2014-1 and discussion about delinquencies related to CFD 2014-1.

April 8, 2019: **Met with Developer on CIA Ditch Billings and Other Concerns**– The District submitted a 2-year backlog of CIA Ditch Billings to the Developer in May of 2018. CSD conducted follow-up throughout the past year on these billings. On more than one occasion, the Developer expressed concerns about the billings. Although specific details have yet to be provided to CSD, we expect a meeting within the next few weeks to go through the billings in detail.

April 10, 2019: **Sacramento County Auditor-Controller** – Contacted the County to research the County's Teeter program obligations and delinquency levels as a component of total Teeter assessments. The information from this research is provided as a separate agenda item.

April 10, 2019: **Sacramento Central Groundwater Authority (SCGA)**. Attended Regular Board Meeting. Annual report of the health of the Sacramento Valley – South American Groundwater Basin which is the basin SCGA oversees and into which a portion of Rancho Murieta falls. The good news is the groundwater basin, as of 2018, was in slightly better shape than the 2005 baseline condition on which groundwater conservation and sustainability planning is based. This groundwater basin extends west of Elk Grove and includes Rancho Cordova, Elk Grove and most of Sacramento County and the City of Sacramento south of the American River.



## MEMORANDUM

Date: April 12, 2019  
 To: Board of Directors  
 From: Tom Hennig, Director of Administration  
 Subject: Administration / Financial Update

For your review is a scaled-down version of the monthly Board financial reports. This report contains a limited amount of financial reports. The reason for the lack of current financial reports remains the lack of confidence in the financial reporting software utilized by the District. In response to this critical issue, District Administration entered into a consulting agreement with The Pun Group, to provide Financial Accounting Services. The Pun Group team began their work on Wednesday, April 3, 2019. Staff is working with the consultants to establish sustainable accounting practices and procedures throughout District operations. Our expectation is this work will be completed in time to begin utilizing the new accounting management strategies before the start of the FY 2019-20.

*This information is provided to the Board to assist in answering possible questions regarding under or over-budget items. In addition, other items of interest are included.*

**Residential Water Consumption** – Year-to-date residential water usage was approximately 7% below budget through March. Listed below are year-to-date water consumption numbers using weighted averages:

12 month rolling % increase		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
<b>Residences</b>	0.2%	2,542	2,542	2,542	2,543	2,545	2,545	2,546	2546	2546			
Weighted Average		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
<b>Cubic Feet</b>	1,560	2,672	2,659	2,566	1,930	1,522	797	678	584	569			
<b>Gallons per day</b>	396	666	663	640	481	379	199	169	146	142			
<b>Planned Usage GPD</b>	<b>627</b>												

**Commercial/Other Water Consumption** – Year-to-date commercial water usage was approximately 1% below budget through January. Listed below are year-to-date water consumption numbers in cubic feet:

	YTD Totals	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
<b>Commercial</b>	495,036	136,243	134,170	128,218	96,405	74,880	50,290	39,726	45,277	39,987			
<b>Parks</b>	240,537	88,540	68,739	50,519	32,739	16,480	878	501	758	602			
<b>Raw Water</b>	308,351	37,475	126,163	93,612	51,101	10,110	100	-	100	15,622			
<b>CSD</b>	74,863	21,501	19,548	18,782	15,032	12,703	11,057	11,663	10,925	9,269			
<b>Totals</b>	<b>1,118,787</b>	<b>283,859</b>	<b>348,620</b>	<b>291,131</b>	<b>195,277</b>	<b>114,173</b>	<b>62,325</b>						

**Lock-Offs** – During the month of February, there were fifteen (13) lock-offs. There were eleven (11) lock-offs in March.

**Connection Fees** – There no connection fees received in February and March.

**Aging Report** – Delinquent accounts totaled \$183,248 which was 24.0% of the total accounts receivable balance of \$780,384. Past due receivables increased \$29,569 or 17.0% from the prior month. Staff is currently working to provide updated numbers before the Board meeting.

**Summary of Reserve Accounts as of January 31, 2019** – The District’s reserve accounts began the fiscal year with a balance of \$5,825,224 and have increased \$194,370 through the month of January 2019. Aside from the recurring monthly reserve contributions and normal inter-fund borrowing repayments there were no significant payments or additions in the month of January. Staff is currently working to provide updated Reserve Fund balances and activities numbers before the April 17, 2019 Board meeting.

**Reserve Fund Balances**

<i>Reserve Descriptions</i>	<i>Fiscal Yr Beg Balance July 1, 2018</i>	<i>YTD Collected &amp; Interest Earned</i>	<i>YTD Spent</i>	<i>Period End Balance Jan 31, 2019</i>
Water Capital Replacement (200-2505)	1,375,775	116,395	(68,262)	1,423,908
Sewer Capital Replacement (250-2505)	2,745,922	176,854	(85,900)	2,836,876
Drainage Capital Replacement (260-2505)	108,771	19,482	(0)	128,613
Security Capital Replacement (500-2505)	121,869	29,310	(9,768)	141,411
Admin Capital Replacement (xxx-2505-99)	87,096	34	(0)	87,130
Sewer Capital Improvement Connection (250-2500)	4,134	22	(0)	4,157
Capital Improvement (xxx-2510)	349,075	17,175	(4,984)	361,266
Water Supply Augmentation (200-2511)	1,744,938	37,167	(13,886)	1,768,219
WTP Construction Fund Reserve (200-2513)	(702,387)	78,056	(90,797)	(715,129)
Security Impact Fee Reserves (500-2513)	(9,969)	0	(54)	(10,023)
<b>Total Reserves</b>	<b>5,825,224</b>	<b>468,022</b>	<b>(273,652)</b>	<b>6,012,761</b>

**Inter-fund Borrowing Balances**

<i>Inter-fund Borrowing</i>	<i>Fiscal Yr Beg Balance July 1, 2018</i>	<i>YTD Interest</i>	<i>YTD Repayment</i>	<i>Period End Balance Jan 31, 2019</i>
Sewer Loan to WTP Construction Fund	996,749	9,620	(70,312)	926,437
WSA Loan to WTP Construction Fund	332,250	3,207	(23,450)	308,800
N. Gate Security Loan from Drainage Fund	40,367	354	(11,418)	28,949
<b>Total Inter-fund Borrowing</b>	<b>1,369,366</b>	<b>11,047</b>	<b>(87,644)</b>	<b>1,281,723</b>

**Budget to Actual Comparison Details (year-to-date through February 28, 2019)**

**Revenues:**

**Water Charges**, year-to-date, are **below** budget \$51,243 or (0.03%)

**Sewer Charges**, year-to-date, are **above** budget \$800 or 0.001%

**Drainage Charges**, year-to-date, are **below** budget \$19 or (0%)

**Solid Waste Charges**, year-to-date, are **above** budget \$3,838 or 0.009%

**Security Charges**, year-to-date, are **above** budget \$1,149 or 0.002%**Total Revenue**, Staff is currently working to provide updated and accurate revenue amounts before the Board meeting.

**Expenses:**

Expense details are not available for this report due to unplanned issues with supporting modifications to our reporting software. We have elected to hold back in publishing financial information we do not feel is accurate. These issues are being addressed by staff and are being elevated to a higher priority through a consulting contract with The Pun Group.

# MEMORANDUM

**Date:** April 8, 2019  
**To:** Board of Directors  
**From:** Jeffery Werblun, Security Chief  
**Subject:** Security Report for March 2019

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## OPERATIONS UPDATE

General Manager Mark Martin and I met with Murieta Village Manager and two (2) Board members to discuss security concerns in their area and services the District could provide. We had a question and answer period as well.

The Security Department's radios have gone through the final programming phase. Delta Wireless did the work.

The generator at the South Gate quit working. The engine, which is approximately 20 years old, needs to either be rebuilt or replaced depending on if it can be repaired. We are waiting for an analysis of the engine oil to be completed and then we will be presented with our options. In the meantime, we have a rental generator in place. **Update:** The analysis came back clean, so the repairs were completed to the water pump and alternator on March 14, 2019. No new engine was needed or a rebuild.

March 18, Sergeant Tompkins and I attended the *Coffee with a Cop* event at the Local Bean. There were several members from the Sacramento Sheriff's Department (SSD) in attendance as well members of the community. Many in the community expressed their gratitude for the work we all do.

## INCIDENTS OF NOTE

March 28, at approximately 0039 hours the alarm was set off at the Country store. Patrol checked the front and found that there was entry made into the store. SSD was then updated and arrived within 10 minutes of an update. According to information passed down from SSD, two (2) subjects entered through the front door as with the prior burglary. It appears that they grabbed the cash box and lottery tickets just like the prior incident. Transportation to or direction of travel leaving unknown at this time. Suspects are unknown.

## RANCHO MURIETA ASSOCIATION COMPLIANCE MEETING

I attended the meeting on March 5, 2019. Several violation appeals were brought to the Committee for review. Nothing to report.

## CONTRACT SECURITY

We are still using PDF on a limited basis for the gate and patrol.

## JOINT SECURITY MEETING

As a result of direction provided at the meeting, we have prepared copies of the Burn and McDonnell survey and the Security Town Hall meeting matrix for the community to review and respond with their top five (5) security concerns. The information was posted on the District website, Facebook page, Pipeline, and in paper format at the District Administration Building, Rancho Murieta Association Building, and Murieta Village.



## Rancho Murieta Community Services District

### RMA Rule Violation Sections Enforced by RMCS Security Department

RULE I SECTION 5: IDENTIFICATION

RULE I SECTION 6: INTERFERENCE WITH CSD/RMA EMPLOYEE

RULE II SECTION 1: USE OF STREETS

RULE II SECTION 2: UNLICENSED DRIVER

RULE II SECTION 3: SPEED LIMIT VIOLATION

RULE II SECTION 4: ENHANCED SPEED

RULE II SECTION 5: STOP SIGN VIOLATION

RULE II SECTION 6: BUS STOP

RULE II SECTION 8: NO BARCODE

RULE II SECTION 9: TRAILERS AND COMMERCIAL VEHICLE PARKING

RULE II SECTION 10: OVERNIGHT STREET PARKING

RULE II SECTION 11: STORING OF VEHICLES

RULE II SECTION 12: MOTOR VEHICLE REPAIRS

RULE II SECTION 14: CARRYING OF PASSENGERS

RULE II SECTION 15: UNAUTHORIZED VEHICLES, NO 24 HR. PASS

RULE III SECTION 2: UNLEASHED PETS

RULE III SECTION 5: PET NOISE

RULE VI SECTION 1: COMMERCIAL SIGNAGE

RULE VII SECTION 6: BASKET BALL STANDARDS

RULE VII SECTION 9: NOXIOUS ACTIVITIES

RULE IX SECTION 1: GUEST WITHOUT RESIDENT

RULE IX SECTION 2: SWIMMING IN CHESBRO/CALERO

RULE IX SECTION 3: PARK HOURS

RULE IX SECTION 5: FISHING VIOLATIONS

RULE IX SECTION 6: FIREWORKS

RULE IX SECTION 8: SKATEBOARDING/SCOOTERS

RULE IX SECTION 9: CURFEW

RULE IX SECTION 10: VANDALISM

RULE XIII SECTION 1: DRIVEWAY PARKING

ARTICLE VII SECTION 12(B): GUEST PARKING

ARTICLE VII SECTION 13: BON FIRE

**Rancho Murieta Association**  
**Violation Item Summary Report -- 2019**  
(This report includes RMA and CSD issued violations)

Violation Item Summary Report	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
<b>Motor vehicle violations:</b>													
Motorcycle													0
No drivers license			2										2
Speeding	38	32	28										98
Speeding - twice speed limit													0
Stop signs	19	7	7										33
Use of streets													0
<b>Parking:</b>													
Driveway parking	36	16	18										70
Guest parking	6	7	1										14
Overnight street parking	2	6	7										15
Accumulation/dumping of debris													0
Advertising signs													0
Barbeques, open fires, bonfires													0
Carrying passengers/overloaded cart													0
Clothes lines													0
Commercial vehicle lettering													0
Construction overnight parking													0
Park hours / curfew													0
Decorative lights													0
Discharge of firearm													0
Dog park investigations													0
Dwelling exterior alterations													0
Failure to identify													0
Fences, screens & enclosures													0
Guest w/o resident in common areas													0
Home business activities		1											1
Noxious activities													0
Open garage doors													0
Pets - off leash / teathered / noise													0
Property maintenance													0
Sign rules													0
Skating in common area													0
Sports equip/trampoline/basketball													0
Storage of building materials													0
Stored vehicles	1	5											6
Trash containers													0
Unauthorized vehicles - passes			2										2
Use of common areas & facilities													0
Vandalism													0
Vehicle repair or maintenance													0
Village/Villas violations													0
Working days & hours													0
<b>Total Violations</b>	<b>102</b>	<b>74</b>	<b>65</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>241</b>
Violations written by RMCS	81	44	30										155
Violations written by RMA	21	30	35										86
<b>Total Violations</b>	<b>102</b>	<b>74</b>	<b>65</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>241</b>



**2019 RMA Rule Violation Citations Issued by CSD**

<b>Violation</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Total</b>
Back Area w/o Resident													
Basketball Standard													
Commercial Vehicle Signage													
Construction Hours/Days													
Curfew													
Driveway Parking	30	5	2										<b>37</b>
Fishing License/Fish & Wildlife													
Guest Parking													
Loose/Off Leash Dog		1											<b>1</b>
Motorcycle North Streets													
Overloaded Golf Cart													
Overnight Street Parking	7	9											<b>16</b>
Park Hours													
Speeding	39	39	5										<b>83</b>
Stop Sign	6	7	1										<b>14</b>
Unauthorized Vehicle													
Unlicensed Driver													
Unsafe Driving	1												<b>1</b>
Intereference													
Parking Citations			12										<b>12</b>
<b>Total</b>	<b>83</b>	<b>61</b>	<b>20</b>										<b>164</b>



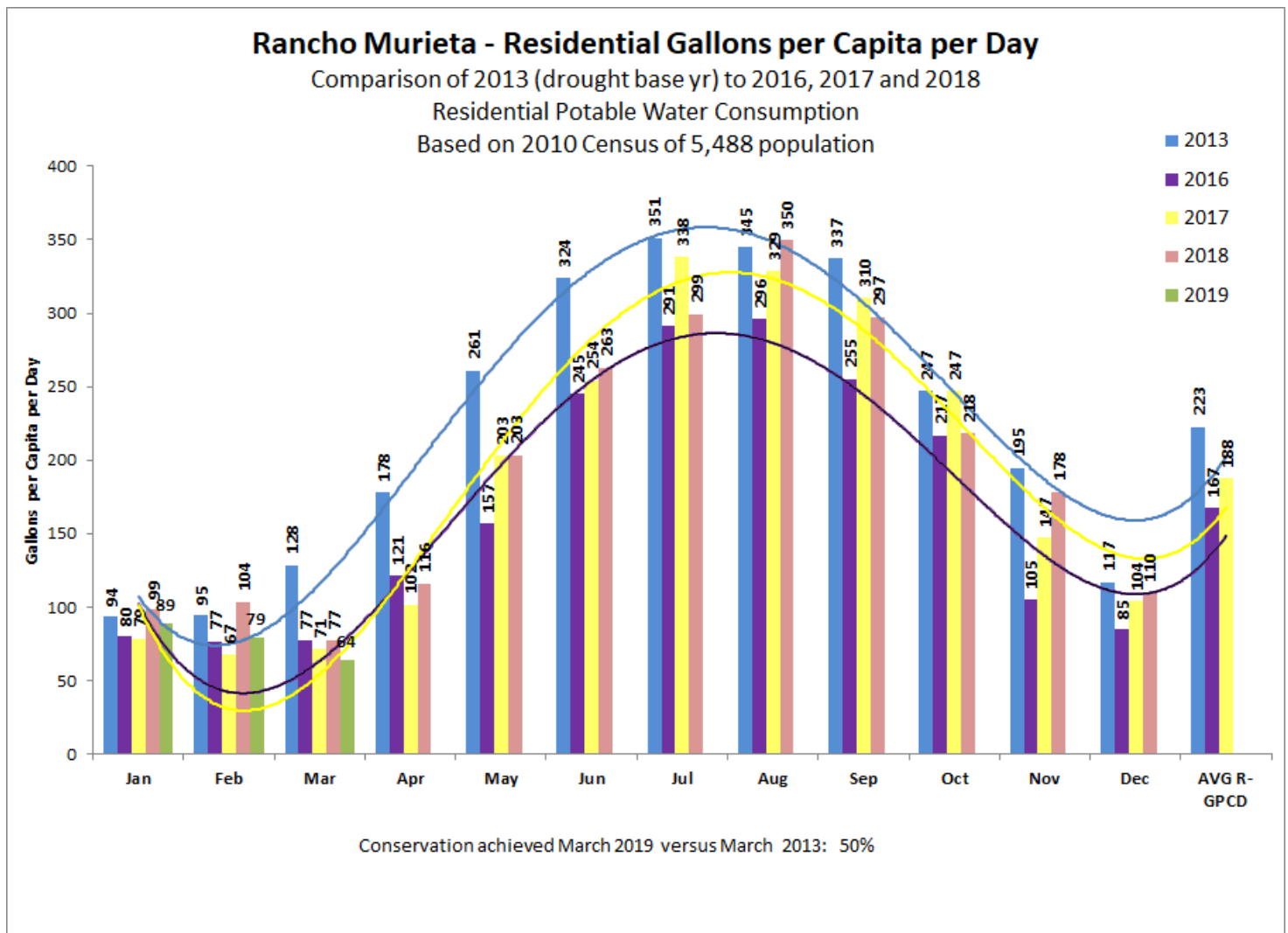
# MEMORANDUM

Date: April 11, 2019  
 To: Board of Directors  
 From: Paul Siebensohn, Director of Field Operations  
 Subject: Field Operations Report

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

## WATER TREATMENT

Water Treatment Plant (WTP) #1 is in operation at 1 million gallons per day (mgd), producing an average of 0.64 mgd to meet the community's water demand. WTP #2 is now off and having maintenance performed on it until it is needed again. Total water production for March 2019 was 18,939,000 gallons (58.1 acre-feet). Gallons per capita per day information shown below.

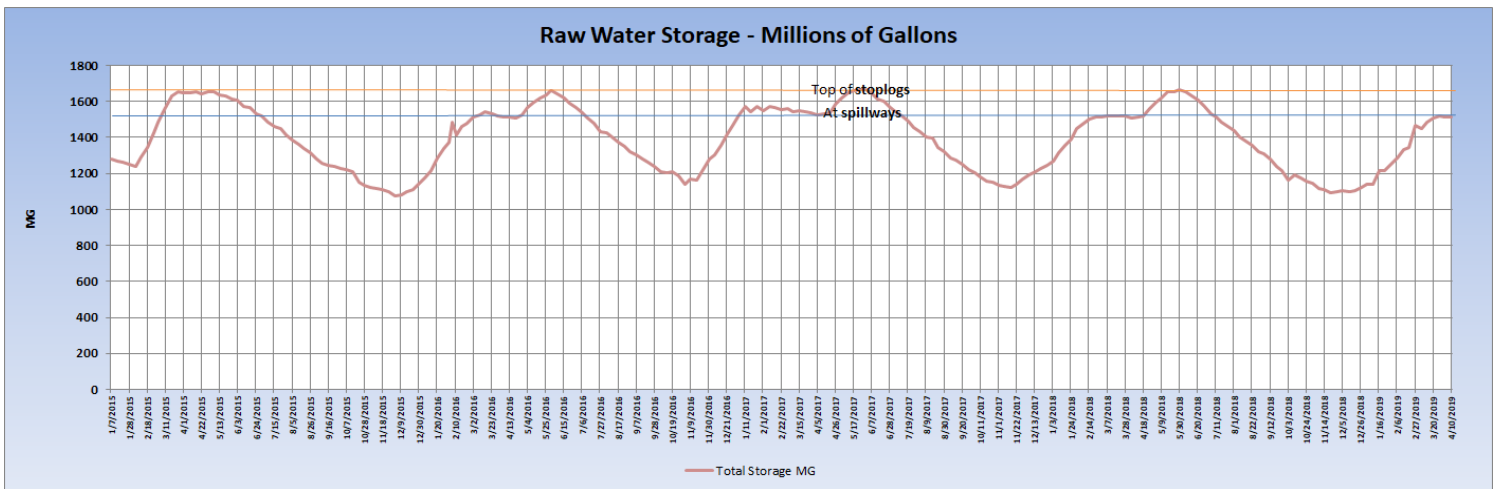


**WATER SOURCE OF SUPPLY**

On April 10, 2019, all raw water storage for Calero, Chesbro, and Clementia Reservoirs measured approximately 1,512 MG (4,640 AF) of which 1,348 MG (4,137) is usable due to dead storage. For Calero and Chesbro Reservoirs alone, storage measured 1,204 MG (3,697 AF), or 1,155 MG (3,244 AF) usable. In March 2019 there was 3.62” of rainfall received and evaporation was 2.28”.

Diversion to storage from the Cosumnes River totals 397,792,000 gallons (1,221 acre-feet) so far, along with direct rainfall received in our reservoirs. Stop logs may be installed in the reservoir spillways at Calero, Chesbro, and Clementia April 15 of each year to allow the District to capture additional water per certificates of approval issued to the District by the Department of Safety of Dams in 1989.

Below is a graphic representation of the water storage reservoir levels from January 2015 to April 2019.



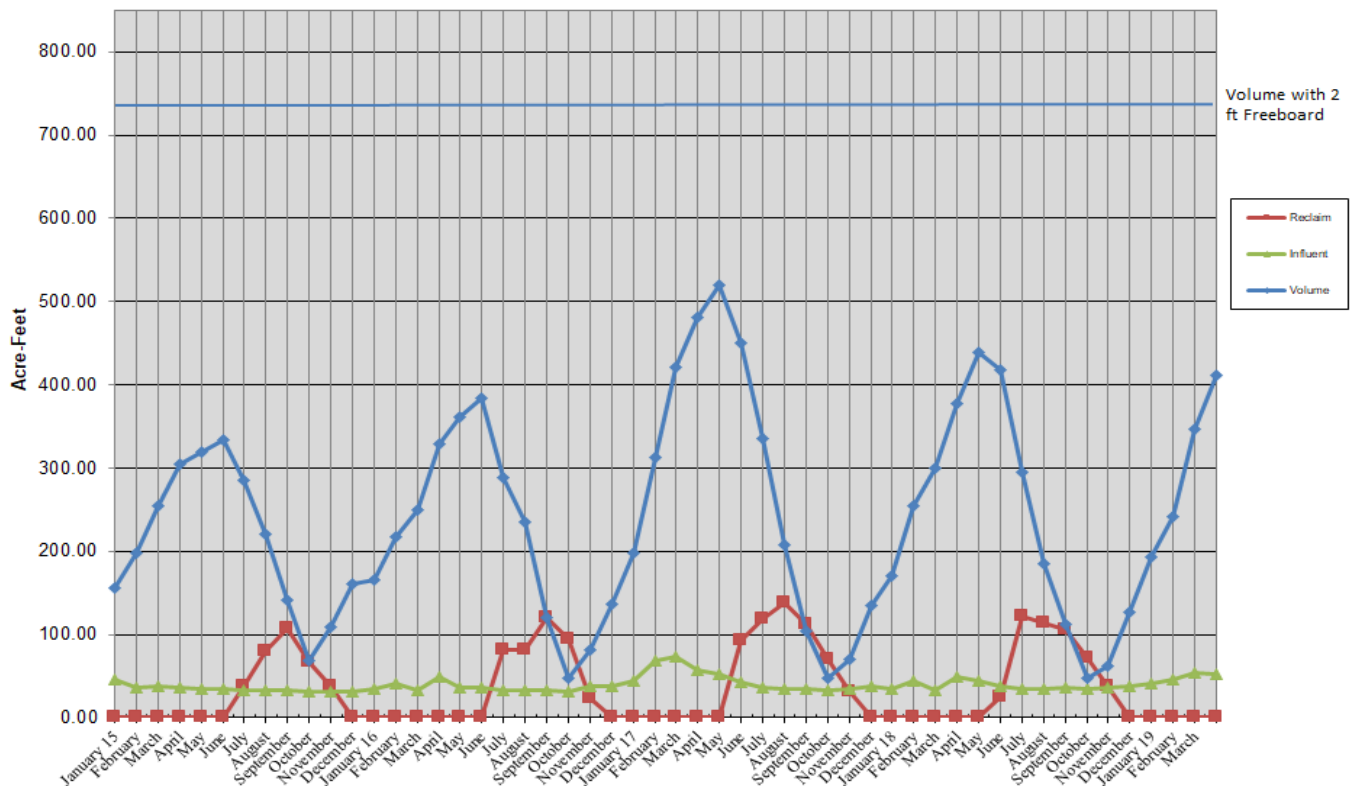
There are no drought concerns moving into this summer. Drought reporting will resume once conditions change that warrant bringing it to attention.

**WASTEWATER COLLECTION, TREATMENT, AND RECLAMATION**

In March, influent wastewater flow averaged 549,645 gallons a day, for a total of 17.04 MG, (52.29 AF). This is approximately 213 gpd per sewer connection, which exceeds the District’s current planning number of 210 gpd but not the collection system sizing number of 350 gpd. On April 10, 2019, secondary wastewater storage measured 427.12 MG (139.2 AF), of which 134.3 MG (412.2 AF) is usable for reclamation due to dead storage. Work continues at the reclamation plant to prepare it for operation once the Ranch Murieta Country Club (RMCC) requests recycled water.

Below is a graph of the secondary wastewater storage volumes where the reservoirs will fill up until we begin reclamation deliveries again this Spring or summer.

## Volume of Secondary Wastewater in Reservoirs 2015-2019



### SEWER COLLECTION

Staff received one call for a sewer backup near Ventana in the North and responded to restore flow. It was due to a buildup of excess wipes. Staff handed out a “no wipes in pipes” to the few homes that serve this area. The notice is also currently on the District website. Utility staff has also jetted several areas of the sewer collection system with known issues to ensure the lines are clean and free flowing. Areas include a line that runs between Lindero Lane and Laguna Joaquin, and from Labranza to Murieta South Parkway. Staff also CCTV’d over 300’ of sewer line on Medella Circle as a result of a customer concern with a private sewer lateral.

### DRAINAGE / STORMWATER

Utility staff inspected the drainage system and cleared debris and materials as needed. We also re-reviewed the drainage ditch and pipe in Zone 2, B which runs in an easement to the west side of resident Dave Zieour’s property in response to his concerns daylighted at the last Board meeting. District plans, landscape plans, photos, and rainfall events were reviewed and discussed at the Improvements Committee. The general issue is that extreme flood events over-top the pipe and have no over-land flow path to follow other than into Mr. Zieour’s backyard now that his lot and the neighboring lot have landscaped over the drainage and sewer easement that exists between their lots.

### WATER METERING AND UTILITY STAFF WORK

In March 2019, twelve (12) ¾” meters and one (1) MXU radio read unit were replaced, and one (1) 1 ½” meter was rebuilt as part of routine maintenance. Twenty-three (23) Utility Star reports including five (5) rebate inspections and twelve (12) underground service alerts (USAs) were also completed. Seven (7) calls for high water usage complaints were also received and investigated. Two (2) were homeowner water leaks and the

other five (5) did not show any indication of having leaks, with all information reported back to homeowners. Two (2) service line leaks were repaired this past month along with the proactive replacement of a service line adjacent to one of the leaking lines. Utility staff also spent time working on the rehabilitation of drying bed #7 at the wastewater plant.

## **PROJECTS**

### **Development**

#### The Retreats East and North

No new update. The District has yet to receive the requested final approved plans that the project reported as having.

#### The Retreats West

One home still remains to have their water and sewer installation pass inspections, at lot 1.

#### The Murieta Gardens

An issue has resurfaced at the Murieta Gardens project as to who is responsible for the installed water, sewer, and drainage piping there. This came to light again due to a USA (Underground Service Alert) being issued by a contractor installing electrical for street lighting that covered the majority of the Murieta Gardens project. After receiving the USA, District staff notified the Murieta Gardens construction manager who was assumed to work for Poelman Construction of the need to have Poelman Construction mark the USAs. Despite driving around in Poelman truck, wearing Poelman clothing, and his email a Poelman email with Poelman Construction Inc. as his email footer, he said Poelman construction isn't responsible and that Poelman's work in the area is complete and that much of the work within the area was not the responsibility of Poelman. I then asked who he's working for and who he believes is responsible for marking USAs. His email response noted he is working as a consultant for Cosumnes River Land, LLC and said it is not for him to say who was responsible. Discussing this concern with Coastland Engineering, they confirmed the District has not accepted newly installed Murieta Gardens infrastructure yet and that we only needed to mark our existing facilities in the area.

Another issue with the developer's project manager and developer is their contention the District has taken ownership of infrastructure at the Murieta Gardens where I say we have not. It appears that they believe that once pipes are put in the ground with District inspection and tied into the District's systems, they are the District's. They also believe their bond with Sacramento County suffices and they do not need to provide one to the District. I believe it is not the District's infrastructure until we get a completion report that is signed off from our inspectors, easements are provided and adopted, fees are reconciled, and the District receives bonding or securities for the installed infrastructure. I have forwarded these concerns to Richard Shanahan, District General Counsel, to provide clarification as to what is specifically needed for District acceptance.

Also, an issue for us is that we only have one (1) Facility Extension Agreement (FEA) for the entire Murieta Gardens project. Subsequent to that FEA being issued and signed, the Murieta Gardens project has subdivided itself into various other sub-projects; Murieta Inn, Murieta Gardens I & II infrastructure, Murieta Gardens Highway 16 off-site improvements, Murieta Marketplace, Murieta Gardens II (78 lots), Murieta Marketplace – PDF Office, and possibly others as it appears a Circle K plan has been submitted to Sacramento County. We will need to work with Mr. Shanahan and the project/s on how to close these projects out.

The Murieta Gardens - Murieta Marketplace

Word has been given by the developer that mobilization to begin work for the BelAir and Shops at Lot A may begin towards the end of April. Last month, a fire flow letter had been provided to California Fire Systems, Inc. at their request.

The Murieta Gardens – Highway 16 Off-Site Improvements

No update.

The Murieta Gardens II – Infrastructure at “Utility A”

No update

The Murieta Gardens II – Subdivision

K Hovnanian homes (KHOV) is in the process of completing two model homes at lots 27 & 28 and have reached out to the District for service permits. We let them know that we do not issue service permits until infrastructure work has been completed and accepted, which has yet to occur. A representative with KHOV then met with General Manager Mark Martin and I to discuss allowing sewer connections to be installed but not be put in service as these are only model homes. It was agreed that this could occur only for these models based on complying with conditions set by the District. One letter was supplied and agreed to (see attached). The logic behind this special allowance was so that horizontal hardscape in the front of the models could be installed without having to remove and replace it if the lines were required to be installed at a later date. K Hovnanian confirmed they would *not* make a similar request for production homes and the District emphasized this agreement was specific only to the model homes.

Rancho Murieta North – Development Project

I communicated with Sacramento County’s new planner, her supervisor, and Sacramento County’s drainage department the delineation of review responsibilities in which we were all in agreement. A continued issue for all of us is that review requires deposit funding or funding agreements from the developer before proceeding.

FAA Business Park

A preconstruction meeting was held on Friday, March 15, 2019 to discuss this project. The District, Coastland, Baker Williams, a project owner, Sacramento County inspector, and contractor (Theis Engineering Inc.) were onsite for the preconstruction meeting. The project is currently targeted to begin construction later this month. Coastland engineering will be providing inspection services for the District on this project.

**District Projects**

Proposition 84 – Recycled Water Projects

As we have received an email from the Regional Water Authority (RWA) noting that the Department of Water Resources has verbally approved our projects, we are proceeding towards completion of all of these projects.

Summary table of current recycled water projects:

	Projects
1a	Bore and casing installation & Caltrans encroachment permit
1b	12" pipe and appurtenance installations
2	District office area conversion
3	Cantova Commercial loop - 6" recycled water service

### Project 1a & 1b – Bore Under Highway 16 and Recycled Pipeline Installation

The developer's engineer is working on finalizing plans for this project. Submittals have been provided, reviewed, and feedback submitted by Coastland Engineer and District staff. The engineer was looking into finding a viable connection for telemetry through ATT and where to draw SMUD power and place a power pedestal for the motor operated valve that will be installed there; however, due to project timing he says these items need to be left out. The agreement for the reimbursement for this project is still with the developer waiting for signature. The encroachment permit rider has been provided by Caltrans for this project.

### Project 2 – Administration Building Recycled Water Tie-in

Staff is continuing to determine what pumping system would work best at the tertiary equalization basin to provide enough volume and pressure for the various irrigation systems around the Wastewater Reclamation Plant and Administration building grounds. They have brought in contractors to propose various solutions. To specify a correctly sized irrigation pumps, staff has tested, counted, and is working to compile an irrigation system flow and pressure demand.

### Project 3-Recycled Water Commercial Loop

Engineering Services required for Project 3 which were not part of the original project approval are covered under a separate Agenda item.

### Cantova Sewer Lift Station – Forcemain re-Route

The piping re-route was completed on April 10, 2019 and put back in service at 10:00 p.m. that evening. The District contracted with EDCO to provide a sewer bypass of the lift station while the developer's contractor, JD Pasquetti, completed the forcemain re-route with Coastland Engineering providing inspection services. The project went well. All that remains at this point is asphalt paving over the excavation area. I requested that detailed invoicing be provided to the District.

### Wastewater Reclamation Plant – West DAF Hydro Tank Replacement

NJM is in the process of completing the new tank and will be installing it soon.

### Wastewater Reclamation Plant – PLC replacement

TELSTAR completed the new panel and PLC installation, wiring, and testing. Work for the change order to tie-in the PLC to SCADA for control of the tertiary PLC is pending. There is a software issue with the Rockwell SCADA program that we need the prior instrumentation company to correct before TELSTAR may complete this work. Staff is working to get this accomplished as soon as possible. Photos of the installation are shown below.





April 4, 2019

Paul Siebensohn – Director of Field Operations  
Rancho Murieta Community Services District  
15160 Jackson Road  
Rancho Murieta, CA 95683  
916 354-3700

*Via email to: psiebensohn@rmcsd.com*

Re: Early Connection of Sewer to Model Homes

Mr Siebensohn:

Per our conversation yesterday I am forwarding this official request wherein K Hovnanian Homes is asking for approval of an early sewer tie in to lots 27 and 28 in the Murieta Gardens Community. This tie comes with the agreed upon stipulations as followed:

- No water lines will be installed from the angle stop to the fixtures (IE dishwasher, wash machine, toilet and faucets)
- Shower and bath drains will be plugged below the grate
- A plug will be installed at the clean out sweep near the top of the driveway
- A plug will be installed at the clean out sweep near the back of walk
- Toilets and sinks within model homes will be labeled "Not In Use" and toilets covered
- A portable restroom will be provided until such time the sewer system is connected
- Weekly inspection by the Community Construction Manager of all plugs
- When Sewer, Water and Recycled Water has been completed, KHov will seek service permits within 14 business days
- Sound wall will be held up until CSD as connected the in track recycled water at lot 78 in early June 2019

K Hovnanian will assume all clean up and restoration of the sewer system if any discharge is found at lots 27 and 28.

Please confirm this is acceptable. We would like to immediately proceed with the contemplated sewer connection. Thank you for your consideration.

Sincerely,



Chase Williams  
Land Development & Estimating Manager  
[chawilliams@khov.com](mailto:chawilliams@khov.com)  
916 945-5420 direct  
916 886-6193 mobile

cc: Russ Whipple – VP Land Development

## CONFERENCE/EDUCATION SCHEDULE

Date: April 3, 2019  
To: Board of Directors  
From: Suzanne Lindendorf, District Secretary  
Subject: Review Upcoming Conference/Education Opportunities

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This report is prepared in order to notify Directors of upcoming educational opportunities. Directors interested in attending specific events or conferences should contact me to confirm attendance for reservation purposes. The Board will discuss any requests from Board members desiring to attend upcoming conferences and approve those requests as deemed appropriate.

Board members must provide brief reports on meetings that they have attended at the District's expense. (AB 1234). The upcoming conferences/educational opportunities include the following:

### **CALIFORNIA SPECIAL DISTRICT ASSOCIATION (CSDA)**

2019 Special District Legislative Days	May 21, 2019	Sacramento
2019 Special District Leadership Academy	July 7 - 10, 2019	Napa
2019 Board Secretary/Clerk Conference	November 12, 2019	Seaside

### **GOLDEN STATE RISK MANAGEMENT ASSOCIATION (GSRMA)**

No Information Currently Available on Upcoming Conferences.

### **AMERICAN WATER WORKS ASSOCIATION (AWWA)**

No Information Currently Available on Upcoming Conferences.

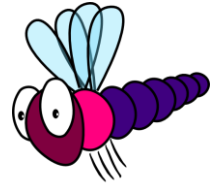
### **ASSOCIATION OF CALIFORNIA WATER AGENCIES (ACWA)**

2019 Spring Conference & Exhibition	May 7 – 10, 2019	Monterey
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Rancho Murieta Community Services District  
Board/Committee Meeting Schedule



**May 2019**



**May 2, 2019**

**Communications/Technology**

**9:30 a.m.**

**Security**

**10:30 a.m.**

**May 7, 2019**

**Personnel**

**7:30 a.m.**

**Improvements**

**8:30 a.m.**

**May 8, 2019**

**Finance**

**9:00 a.m.**

**May 15, 2019**

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



**From:** Richard Gehrs <rgehrs@outlook.com>

**Sent:** Monday, April 08, 2019 5:16 PM

**To:** Linda Butler <lbutler@ranchomurietacsd.com>; Les Clark <lclark@ranchomurietacsd.com>; Mark Martin <MMartin@ranchomurietacsd.com>; Randy Jenco <rjenco@ranchomurietacsd.com>; John Merchant <jmerchant@ranchomurietacsd.com>; Tim Maybee <TMaybee@ranchomurietacsd.com>

**Cc:** Suzanne Lindenfeld <slindenfeld@ranchomurietacsd.com>; editor@murieta-village.com

**Subject:** Correction to statement made by CSD Director

I'd like to make a correction to something that was said by a board member at the April 4th Security Committee meeting.

At the end of the meeting, during 'Director Comments', Les Clark was discussing the need to consider future impacts of changes affecting access through RMA's gates.

In that discussion he stated the following: **"I know that there is an agreement now between the villages [sic] and RMA relating to additional fees for access."**

That is not true.

**I would like to make the following absolutely clear: There was no agreement.**

--

Richard Gehrs

## MEMORANDUM

Date: April 12, 2019  
To: Board of Directors  
From: Mark Martin, General Manager  
Subject: Discuss Community Facilities District (CFD) 2014-1 Delinquent Installments - Update

---

Community Facilities District (CFD) No. 2014-1 was formed and bonds issued in 2015 as a means for property owners of developable lands to help fund their share of the District's water treatment plant expansion needed to accommodate future development.

In early February 2019, NBS, the CFD 2014-1 Bond Administrator contacted me about their concern as to the extent of delinquent parcel tax payments on seven parcels tied to the bond. On February 12, 2019, NBS issued installment delinquency letters for the seven parcels with delinquent installments (Attachment A). As bond administrator, NBS helps the District monitor bond obligations. On April 3, 2019, NBS provided the District an updated Delinquency Summary Report which lists current billings, payments, and penalties since bond inception. Since February, one minor parcel (073-0800-007), with a delinquency of \$235.22, including penalties, was made current leaving six parcels delinquent (See Attachments B & C).

On March 18, 2019, I received a call from a CFD 2014-1 bond-holder who voiced concerns about the ongoing delinquent installments and inquired about development in the area and if the landowner was still pursuing development of the above properties along with other development in the area. I conveyed the landowner had an application with the County from 2017, and that active development of the 78 residential lots and commercial areas of the Murieta Gardens area is being pursued. Once he learned the landowner continued to actively develop other areas of the community, he voiced a concern about what he perceived as the landowner's strategy to remain delinquent on CFD 2014-1 obligations as part of a cash-flow strategy.

The parcels with delinquent payments are as listed below along with the name of corresponding ownership entities:

- Murieta Highlands, LLC
  - 073-0800-008-0000
  - 073-0800-009-0000
- Murieta Lakeside Properties, LLC
  - 073-0090-062-0000
  - 073-0790-023-0000
  - 073-0800-003-0000
- Murieta Industrial Park, LLC
  - 073-0180-029-0000

Installments were current on the above properties until the December 10, 2017 billings. From that date to now, about 12% of the installments were paid, with approximately 88% outstanding. As of April 3, 2019, \$539,756.47 is delinquent with additional penalties of \$107,992.92, for a total of \$647,754.39 outstanding with beginning delinquencies aged one year and four months. Next installments were due April 10, 2019. Per feedback from Sacramento County Auditor-Controller staff, it typically takes 2-4 weeks for the online tax rolls to reflect

correctly whether a tax payment was received or not. Staff will continue to monitor the County's website to confirm the status of payments.

On March 18, 2019, I contacted the landowners' representative, John Sullivan, to make clear that as the District's General Manager, I have a fiduciary responsibility to make the District Board, ratepayers, and bondholders aware of these significant delinquencies.

On March 19, 2019, Mr. Sullivan called me and provided feedback on how the landowners plan to become more current on their CFD 2014-1 obligations. So as not to incorrectly present the intent of the landowner(s), I asked Mr. Sullivan to attend the Finance Committee meeting so the Committee could hear directly from Mr. Sullivan on how the landowner(s) plan to meet their outstanding obligations to CDF 2014-1.

At the Finance Committee meeting of April 4, 2019, Mr. Sullivan presented the landowner's perspective, stating the intent was for the landowners to make 2017-18 payments current by the end of June 2019. At that meeting, staff stressed that payments from the County to the District to cover CFD 2014-1 payments were indeed current and covered under the County's Teeter plan which allows the County to purchase direct-levy delinquencies and collect attendant penalties. Under Teeter, the County advances delinquent assessments to the District and assesses a penalty of 1.5% per month or 18% annually on delinquent parcels.

Director Merchant asked staff to check into Sacramento County's overall Teeter obligations to assess the practical financial impact to the County of the delinquencies related to CFD 2014-1. Staff contacted the Sacramento County Auditor-Controller's office on April 10, 2019 to obtain information on the County's total current direct levy delinquencies subject to Teeter. Along with Teeter delinquency statistics, we were able to obtain other useful information that speaks to the County's overall fiscal health related to land assessments.

Per County staff, out of nearly \$1.5B in total property assessments, the County is able to collect nearly 99% of assessments without delinquency. CFD 2014-1, a direct-levy assessment, is part of a subset of the overall \$1.5B in property assessments. For FY 2017-18 (the latest year of available statistics), only \$4.6M of the County's \$272M in direct-levy assessments were delinquent, reflecting a delinquency rate of around 1.7%. From these two sets of statistics, one could reasonably conclude the County's general property tax and Teeter programs are in good financial health.

Toward the end of the discussion, Mr. Sullivan proposed the District release \$540,000 in funds that were reserved out of the \$4,358,245 landowner obligation for a future Phase 2 expansion of the Water Treatment Plant (WTP). Mr. Sullivan argued the Phase 2 expansion was not anticipated for years and the Developer could use those funds to help pay their bond indebtedness. If the Board wishes to pursue this proposal, it must understand that such a dismissal of the Phase 2 expansion obligation would re-open the Rancho Murieta North and Murieta Gardens Financing and Services Agreement (FSA) that requires the \$540,000 be used as the landowner's share of the incremental costs for the balance of its purchased capacity comprising Phase 2 of the WTP Improvements. Additionally, the release of these funds obligated to already-identified future development water needs would likely trigger a significant and potentially costly revisit of existing water studies to justify release of the funds. Such costs should be borne by the party requesting deviation from the original agreement. As long as development proposals requiring the Phase 2 expansion are actively being sought as has been advertised by Mr. Sullivan and recent plan submittals to the County and RMCS D, the need to maintain the obligation for a Phase 2 expansion appears warranted. At this point, before the District pursues this matter further, staff recommends Mr. Sullivan put his full proposal in writing in a letter to the District so we have an official request to which we can respond.



32605 Temecula Parkway, Suite 100  
Temecula, CA 92592  
Toll free: 800.676.7516 (P) 951.296.1997  
(F) 951.296.1998  
[nbsgov.com](http://nbsgov.com)

MURIETA HIGHLANDS LLC  
OR CURRENT RESIDENT  
PO BOX 1280  
RANCHO MURIETA, CA 95683

Date: February 12, 2019

**RE: RANCHO MURIETA COMMUNITY SERVICES DISTRICT SPECIAL TAX DELINQUENCY  
COMMUNITY FACILITIES DISTRICT NO. 2014-1  
ASSESSOR'S PARCEL NUMBER: 073-0800-007-0000**

Dear Property Owner:

Your property is located within the above-referenced District. According to the most recent data from the Sacramento County Tax Collector, there are delinquent installments due on this property.

**Note: These installments are part of your regular property taxes that become delinquent on December and April of every year. This letter pertains to current and/or prior year taxes.**

This District was created by the Community Services District to fund public improvements in your area. When the District was created, bonds were sold to investors to raise money to pay for the improvements. A special tax is billed annually against your property to pay off the bonds. The Community Services District has covenanted to the owners of the bonds that it will take certain steps, including the eventual initiation of judicial foreclosure proceedings, on properties which have special tax delinquencies. The Community Services District may need to enforce this covenant even if you are delinquent for only one installment. Please note that this still applies even if you are participating in a Sacramento County Tax Collector payment plan.

**If the special tax delinquency remains on your property after 30 days from the date of this letter, the Community Services District may be required to provide the delinquency information to an attorney to initiate judicial foreclosure against your property. At that time, the delinquency will be payable only to the foreclosure attorney, along with all applicable penalties, interest, attorney's fees and administrative expenses. The legal fees will be at least \$500, in addition to your delinquency amount.**

Please pay the delinquent special tax installments due on your property along with other delinquent property taxes directly to the Sacramento County Tax Collector. If you have recently paid, please disregard this letter. If you have any general questions regarding this District or the special tax, please call us at (800) 676-7516.

Sincerely,

**NBS**



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ASSESSOR'S PARCEL NUMBER: 073-0800-008-0000**

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COMMUNITY FACILITIES DISTRICT NO. 2014-1  
ASSESSOR'S PARCEL NUMBER: 073-0800-009-0000**

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PO BOX 1280  
RANCHO MURIETA, CA 95683

Date: February 12, 2019

**RE: RANCHO MURIETA COMMUNITY SERVICES DISTRICT SPECIAL TAX DELINQUENCY  
COMMUNITY FACILITIES DISTRICT NO. 2014-1  
ASSESSOR'S PARCEL NUMBER: 073-0090-062-0000**

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Date: February 12, 2019

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COMMUNITY FACILITIES DISTRICT NO. 2014-1  
ASSESSOR'S PARCEL NUMBER: 073-0790-023-0000**

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Your property is located within the above-referenced District. According to the most recent data from the Sacramento County Tax Collector, there are delinquent installments due on this property.

**Note: These installments are part of your regular property taxes that become delinquent on December and April of every year. This letter pertains to current and/or prior year taxes.**

This District was created by the Community Services District to fund public improvements in your area. When the District was created, bonds were sold to investors to raise money to pay for the improvements. A special tax is billed annually against your property to pay off the bonds. The Community Services District has covenanted to the owners of the bonds that it will take certain steps, including the eventual initiation of judicial foreclosure proceedings, on properties which have special tax delinquencies. The Community Services District may need to enforce this covenant even if you are delinquent for only one installment. Please note that this still applies even if you are participating in a Sacramento County Tax Collector payment plan.

**If the special tax delinquency remains on your property after 30 days from the date of this letter, the Community Services District may be required to provide the delinquency information to an attorney to initiate judicial foreclosure against your property. At that time, the delinquency will be payable only to the foreclosure attorney, along with all applicable penalties, interest, attorney's fees and administrative expenses. The legal fees will be at least \$500, in addition to your delinquency amount.**

Please pay the delinquent special tax installments due on your property along with other delinquent property taxes directly to the Sacramento County Tax Collector. If you have recently paid, please disregard this letter. If you have any general questions regarding this District or the special tax, please call us at (800) 676-7516.

Sincerely,

**NBS**



32605 Temecula Parkway, Suite 100  
Temecula, CA 92592  
Toll free: 800.676.7516 (P) 951.296.1997  
(F) 951.296.1998  
[nbsgov.com](http://nbsgov.com)

MURIETA INDUSTRIAL PARK LLC  
C/O ATTN PO BOX 1280  
OR CURRENT RESIDENT  
14670 CANTOVA WAY  
#220  
RANCHO MURIETA, CA 95683

Date: February 12, 2019

**RE: RANCHO MURIETA COMMUNITY SERVICES DISTRICT SPECIAL TAX DELINQUENCY  
COMMUNITY FACILITIES DISTRICT NO. 2014-1  
ASSESSOR'S PARCEL NUMBER: 073-0180-029-0000**

Dear Property Owner:

Your property is located within the above-referenced District. According to the most recent data from the Sacramento County Tax Collector, there are delinquent installments due on this property.

**Note: These installments are part of your regular property taxes that become delinquent on December and April of every year. This letter pertains to current and/or prior year taxes.**

This District was created by the Community Services District to fund public improvements in your area. When the District was created, bonds were sold to investors to raise money to pay for the improvements. A special tax is billed annually against your property to pay off the bonds. The Community Services District has covenanted to the owners of the bonds that it will take certain steps, including the eventual initiation of judicial foreclosure proceedings, on properties which have special tax delinquencies. The Community Services District may need to enforce this covenant even if you are delinquent for only one installment. Please note that this still applies even if you are participating in a Sacramento County Tax Collector payment plan.

**If the special tax delinquency remains on your property after 30 days from the date of this letter, the Community Services District may be required to provide the delinquency information to an attorney to initiate judicial foreclosure against your property. At that time, the delinquency will be payable only to the foreclosure attorney, along with all applicable penalties, interest, attorney's fees and administrative expenses. The legal fees will be at least \$500, in addition to your delinquency amount.**

Please pay the delinquent special tax installments due on your property along with other delinquent property taxes directly to the Sacramento County Tax Collector. If you have recently paid, please disregard this letter. If you have any general questions regarding this District or the special tax, please call us at (800) 676-7516.

Sincerely,  
**NBS**

**ATTACHMENT B**  
**Rancho Murieta Community Services District**  
**Delinquency Detail Report**

Late Charges Calculated Through: 04/03/2019

Account ID	Owner	Due Date	Amount	Penalties	Fees (1)	Total	Delinquency Mgmt (2)	Misc (3)
<b>CFD 2014-1 - Community Facilities District No. 2014-1</b>								
073-0090-062-0000	MURIETA LAKESIDE PROPERTIES LLC	12/10/2017	10,718.69	2,679.67	0.00	13,398.36	DL	
	PO BOX 1280	04/10/2018	10,718.69	2,679.67	0.00	13,398.36	DL	
	RANCHO MURIETA, CA 95683	12/10/2018	10,690.94	1,069.09	0.00	11,760.03	DL	
		<b>Account Subtotal:</b>	<b>\$32,128.32</b>	<b>\$6,428.43</b>	<b>\$0.00</b>	<b>\$38,556.75</b>		
073-0180-029-0000	MURIETA INDUSTRIAL PARK LLC	12/10/2017	8,575.10	2,143.78	0.00	10,718.88	DL	
	C/O: ATTN PO BOX 1280	04/10/2018	8,575.10	2,143.78	0.00	10,718.88	DL	
	14670 CANTOVA WAY	12/10/2018	8,552.90	855.29	0.00	9,408.19	DL	
	#220							
	RANCHO MURIETA, CA 95683							
		<b>Account Subtotal:</b>	<b>\$25,703.10</b>	<b>\$5,142.85</b>	<b>\$0.00</b>	<b>\$30,845.95</b>		
073-0790-023-0000	MURIETA LAKESIDE PROPERTIES LLC	12/10/2017	42,874.78	10,718.70	0.00	53,593.48	DL	
	PO BOX 1280	04/10/2018	42,874.78	10,718.70	0.00	53,593.48	DL	
	RANCHO MURIETA, CA 95683	12/10/2018	42,763.78	4,276.38	0.00	47,040.16	DL	
		<b>Account Subtotal:</b>	<b>\$128,513.34</b>	<b>\$25,713.78</b>	<b>\$0.00</b>	<b>\$154,227.12</b>		
073-0800-003-0000	MURIETA LAKESIDE PROPERTIES LLC	12/10/2017	58,952.64	14,738.16	0.00	73,690.80	DL	
	PO BOX 1280	04/10/2018	58,952.64	14,738.16	0.00	73,690.80	DL	
	RANCHO MURIETA, CA 95683	12/10/2018	58,800.01	5,880.00	0.00	64,680.01	DL	
		<b>Account Subtotal:</b>	<b>\$176,705.29</b>	<b>\$35,356.32</b>	<b>\$0.00</b>	<b>\$212,061.61</b>		
073-0800-008-0000	MURIETA HIGHLANDS LLC	12/10/2017	32,156.09	8,039.02	0.00	40,195.11	DL	
	PO BOX 1280	04/10/2018	32,156.09	8,039.02	0.00	40,195.11	DL	
	RANCHO MURIETA, CA 95683	12/10/2018	32,072.83	3,207.28	0.00	35,280.11	DL	
		<b>Account Subtotal:</b>	<b>\$96,385.01</b>	<b>\$19,285.32</b>	<b>\$0.00</b>	<b>\$115,670.33</b>		
073-0800-009-0000	MURIETA HIGHLANDS LLC	12/10/2017	26,796.93	6,699.23	0.00	33,496.16	DL	
	PO BOX 1280	04/10/2018	26,796.93	6,699.23	0.00	33,496.16	DL	
	RANCHO MURIETA, CA 95683	12/10/2018	26,727.55	2,672.76	0.00	29,400.31	DL	
		<b>Account Subtotal:</b>	<b>\$80,321.41</b>	<b>\$16,071.22</b>	<b>\$0.00</b>	<b>\$96,392.63</b>		
<b>District Totals:</b>	<b>6 Accounts</b>		<b>\$539,756.47</b>	<b>\$107,997.92</b>	<b>\$0.00</b>	<b>\$647,754.39</b>		

(1) Fees: This amount excludes Delinquency Management fees that were or will be collected in a subsequent billing.

(2) Delinquency Management (DM): RL=Reminder Letter Sent; DL=Demand Letter Sent; SR=Tax Roll Removal Requested; SC=Tax Roll Removal Confirmed; FL=Foreclosure Letter Sent; OL=Other Letter Sent; FI=Judicial Foreclosure Initiated; CP=County Payment Plan; FH=Judicial Foreclosure on Hold/Special Case; FC=Foreclosure Complete; LIT=Litigation Guarantee; LGL=Legal Fees and Costs; O=Other Fees; SO=Tax Roll Removal County Fee; PP=Payment Plan.

(3) Miscellaneous Codes: DB=Direct Bill Sent; BK=Declared Bankruptcy; PM=Partial Payment made, remainder delinquent.

# Rancho Murieta Community Services District

## Delinquency Detail Report

Late Charges Calculated Through: 04/03/2019

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Report Totals:	6 Accounts	\$539,756.47	\$107,997.92	\$0.00	\$647,754.39
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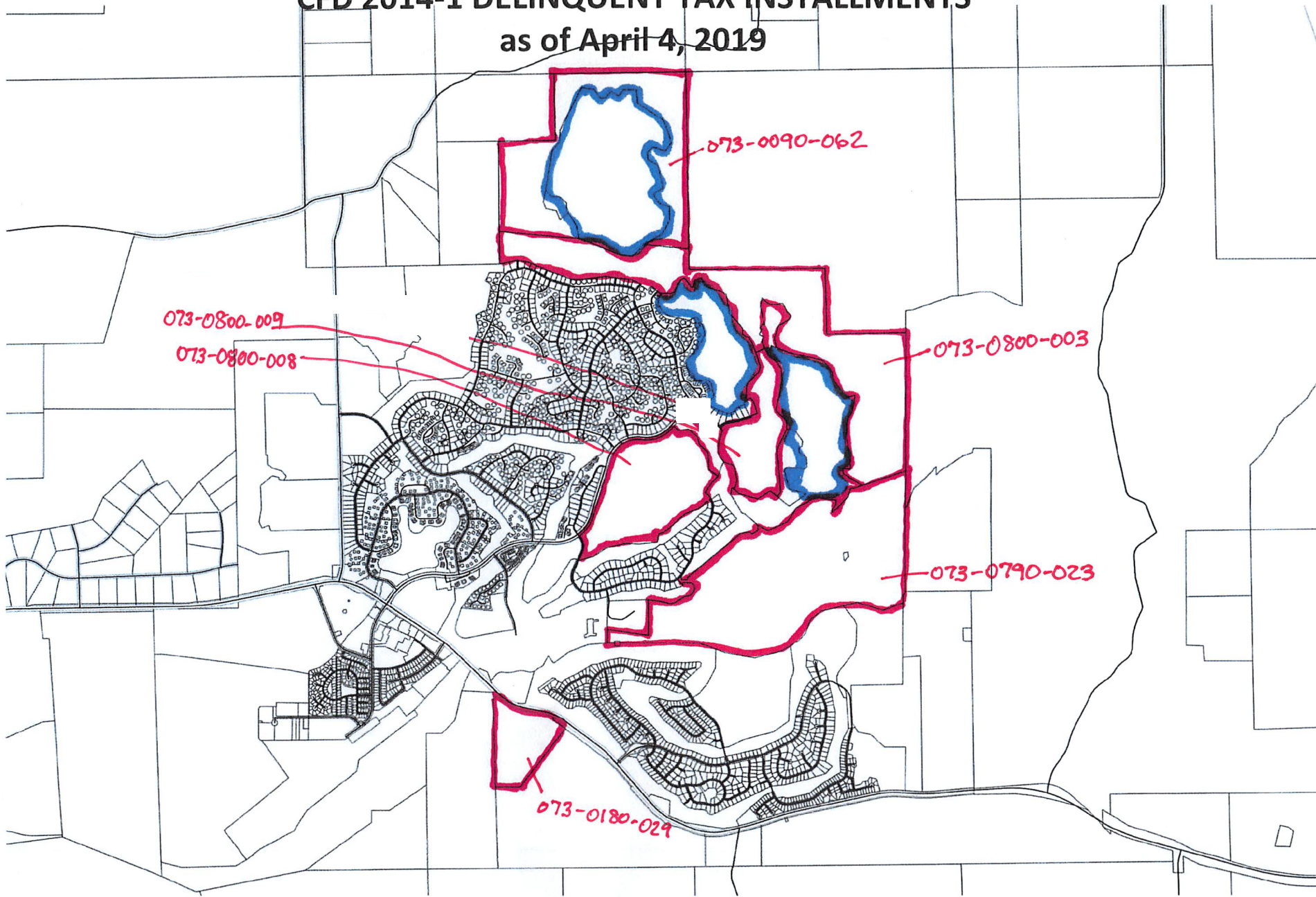
(1) Fees: This amount excludes Delinquency Management fees that were or will be collected in a subsequent billing.

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(3) Miscellaneous Codes: DB=Direct Bill Sent; BK=Declared Bankruptcy; PM=Partial Payment made, remainder delinquent.

ATTACHMENT C

CFD 2014-1 DELINQUENT TAX INSTALLMENTS  
as of April 4, 2019





## MEMORANDUM

Date: April 3, 2019  
To: Board of Directors  
From: Mark Martin, General Manager  
Subject: Consider Adoption of District Policy 2019-02, Use of Tobacco Products During Work

---

### RECOMMENDED ACTION

Adopt District Policy P2019-02, Use of Tobacco Products During Work. This Policy supersedes District Policy 2011-10.

### BACKGROUND

The purpose of this Policy is to update the current policy 2011-10 Use of Tobacco Products on District Property. The updated Policy includes the definition of smoking per California Labor Code 6404.5 and Business and Professions Code Section 22950.5.

Mr. Shanahan, District General Counsel, has reviewed the policy and concurs with the draft language. That policy is attached for your review.

# RANCHO MURIETA COMMUNITY SERVICES DISTRICT

<b>Category:</b>	Personnel	<b>Policy #</b> <del>2011-10P</del> 2019-02
<b>Title:</b>	Use <del>of Tobacco</del> of Tobacco Products <del>During Work</del> On District Property	

## PURPOSE

The purpose of this policy is to confirm Rancho Murieta Community Services District's (District) commitment to provide a safe and healthy environment for employees and the general public.

## BASIC POLICY AND GUIDELINES

Ample research exists demonstrating the health hazards of the use of tobacco products, including but not limited to smoking and chewing tobacco. Therefore, in the best interest of the health and safety of employees and the general public, smoking and use (e.g., chewing) of tobacco products by District employees during the course of work is:

- a. Restricted to the employee's scheduled work breaks and lunch time.
- b. Banned completely within any and all District buildings, structures, and/or confined spaces, including motor vehicles (as required by California Labor Code section 6404.5).
- c. Banned completely in any District owned, leased, and/or operated vehicle.
- d. Allowed at a distance of at least 20 feet from the outside of any entrance and/or exit to any District building, structure, and/or confined space (subject to subsection (a) above).
- e. Where the use of tobacco substances-products is allowed, the using employee shall be responsible for the appropriate non-hazardous containment and disposal of the tobacco wastes including cigarettes, cigars, butts, ashes and chewing tobacco spittle.
- f. District employees who violate this policy will be subject to disciplinary action, up to and including termination.

The successful implementation of this policy depends upon the thoughtfulness, consideration and cooperation of smokers and non-smokers. All individuals on District premises share in the responsibility of this policy.

The following definitions apply to this policy (derived from California Labor Code section 6404.5 and Business and Professions Code section 22950.5):

"Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, whether natural or synthetic, in any manner or in any form. "Smoking" includes the use of an electronic

smoking device that creates an aerosol or vapor, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking.

“Tobacco product” means any of the following: (a) A product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, or snuff; (b) An electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, or hookah; or (c) Any component, part, or accessory of a tobacco product, whether or not sold separately. “Tobacco product” does not include a product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where the product is marketed and sold solely for such an approved purpose.

<b>Adopted by Rancho Murieta Community Services District's Board of Directors</b>	<b>Date Adopted</b>
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DRAFT

## MEMORANDUM

Date: April 11, 2019  
To: Board of Directors  
From: Paul Siebensohn, Director of Field Operations  
Subject: Consider Approval of Proposal for Engineering Costs for Design of the 6-Inch Recycled Water Line Installation for the Commercial Loop

---

### RECOMMENDED ACTION

Approve the proposal from Baker William Engineering for engineering costs for the 6-inch recycled water line installation for commercial loop, to be paid through Coastland Engineering, in an amount not to exceed \$18,515. Funding is to come from Water Augmentation funds.

Current Water Augmentation Fund balance is \$1,767,792.

### BACKGROUND

The scope of work is to prepare a standalone set of improvement plans for the design of a 6-inch recycled water main, staking of the alignment for contractor construction, and easement preparation for it. The recycled water line has been previously designed and approved on the Murieta Gardens Infrastructure plans but has not been installed. After a site meeting with the contractor, it was determined that it would be best to adjust the location to be east of the street right-of-way within a new recycled water line easement. The recycled water line will connect to the now existing 6-inch recycled line located on lot 66 of the Murieta Gardens II improvement plans and extend to the Cantova lift station site for future connection to a commercial irrigation system that exists there. The District's contractor is to install the recycled line after the plans are completed and the staking is completed. It makes sense to task Baker-Williams specifically for this project due to engineering plan work they have already accomplished within the project area.

The proposal to Coastland with fees in amount not-to-exceed \$16,100 from Baker Williams is attached. Coastland's markup is 15% and included in the requested approval amount.

This work pertains to Project 3 of the approved Proposition 84 projects to use recycled water in lieu of potable water, funding is to come from Water Augmentation funds.



April 9, 2019

Dane Shilling  
Coastland Construction Management  
11641 Blocker Drive, Suite 170  
Auburn Ca 95603

SUBJECT: Recycle Water Line, Murieta Drive  
Along A.P.N. 073-0890-020 Rancho Murieta CA

Dear Dane,

Thank you for the opportunity to provide you with our engineering and surveying services. Enclosed is our standard Work Order Authorization (WOA) which includes our scope of services for your review.

As requested we have identified the scope of work to include preparing plan and profile of the 6-inch recycle water main from Murieta Gardens II lot 66 and the Cantova Lift Station site including construction staking. It is understood we will use the plans previously prepared for the Murieta Gardens Infrastructure project to create the new set of plans.

If the WOA is acceptable and meets your approval, please sign both originals and initial where indicated and return one original to our office and retain a copy for your files. This work order can be made a part of the Mater Consultant Agreement.

If you have any questions, please call me at 916-331-4336 x 114 or [miker@bwengineers.com](mailto:miker@bwengineers.com)

Very truly yours,

BAKER-WILLIAMS ENGINEERING GROUP

A handwritten signature in black ink, appearing to read 'Michael T. Robertson'.

MICHAEL T. ROBERTSON

MTR/lp  
encl.



**WORK ORDER AUTHORIZATION**

Work Order No

Date: April 9, 2019

Work Ordered By:

Name: Dane Shilling  
Coastland Construction Management Telephone: (530) 888-9929

Bill All Charges To:

Name: Coastland Construction Management Telephone: (530) 888-9929  
Address 11641 Blocker Drive, Suite 170, Auburn Ca 95603

General Description of Location of Property: Murieta Drive, along A.P.N 073-0890-020  
Sacramento County

**Please see attached Exhibit "A"**

Owner of Record: Cosumnes River Land, LLC

Approximate Date of Completion: Project initial draft completion is estimated at two weeks from authorization, final approval is dictated by utility agency review.

**AGREEMENT:**

**SEE ATTACHED ACEC STANDARD PROVISIONS OF AGREEMENT BETWEEN CLIENT AND CONSULTANT**

**ACCEPTED AND AGREED TO:**

**BAKER-WILLIAMS ENGINEERING GROUP**

**CLIENT:**

By: \_\_\_\_\_ Date: 04-09-20/19  
**MICHAEL T. ROBERTSON, President**

By: \_\_\_\_\_ Date: \_\_\_\_\_

April 9, 2019  
Recycle Water Line – Murieta Drive  
Along A.P.N. 073-0890-020

**Proposal and Scope of Work**  
**EXHIBIT “A”**

Work will be billed on a percent complete basis unless indicated as time and materials which case will be billed based on the current Baker-Williams Engineering Group rate schedule. The following fees are our not to exceed budgets.

**PROJECT UNDERSTANDING**

The scope of work it to prepare a standalone set of improvement plans for the design of a 6-inch recycle water main. The recycle water line has been previously designed and approved on the Murieta Gardens Infrastructure plans yet has not been installed. The Rancho Murieta Community Services District (RMCS D) is to install the recycle line in-lieu of the adjoining developer. The RMCS D desires to adjust the location to be east of the street right-of-way within a new recycle water line easement. The recycle water line will connect to the now existing 6-inch recycle line located on lot 66 of the Murieta Gardens II improvement plans. This scope of work will also include construction staking and preparation of the Recycle Water Line Easement document.

**A. CONSTRUCTION DOCUMENT PHASE**

- A.1 Prepare civil engineering construction documents for a standalone set of plans of a 6-inch recycle water line including plan and profiles, details, general notes etc. as required by the RMCS D. The plans will be generated from the previously prepared plans for the Murieta Gardens Infrastructure project.

Fee: \$ 3,500.00

- A.2) Process civil plans with the RMCS D for review, address plan check comments, process re-submittals, obtain plan approval. This task includes processing revisions to the previously approved Murieta Gardens Infrastructure plans to delete the 6-inch recycle line.

Fee: \$ 3,500.00

- A.3) Provide the legal description and exhibits and preparations of a Recycle Water Line Easement document. Includes coordination the easement for signature by the adjoining property owner. This excludes presenting the easement to the RMCS D board and excludes recordation of the document.

Fee: \$ 2,100.00

## B. CONSTRUCTION ADMINISTRATION PHASE

- B.1) Provide construction administration services as requested including but not limited to response to RFI's, review product submittals, attend pre-construction and field meetings etc.

Fee: \$ 1,500.00

- B.2) Provide Record Drawings to the RMCS D.

Fee: \$1,000.00

- B.3.) Provide construction staking services necessary computations for the 6-inch recycle water line. The protection of those stakes is not the responsibility of Baker-Williams Engineering Group.

B.3.1) As-built the location of the existing 6-inch recycle water line on lot 66 of the Murieta Gardens II plans to be used for the construction documents.

B.3.2) Provide onset of offset stakes for the 6-inch recycle water line.

Fee: \$4,500.00

Estimated total fee for item A and B \$16,100.00

### Construction Staking Notes

1. Baker-Williams Engineering Group requires a minimum of 48 hours (2 working days) to mobilize and dispatch a field survey crew.
2. All re-staking will be billed on a time and materials basis.
3. The fees shown above are for budget purposes only and subject to final plans and conditions of approval.
4. Estimates provided are assuming that a minimum one full day of work (8 hours) is available on a clean and organized site. Partial days, rain days or sites not cleaned up to staking are subject to additional travel time or delay charges.
5. Should the site require additional staking due to winter time construction, which could include supplemental stakes for lime treatment, replacement stakes, partial day requests,



site too wet to stake, sub-contractor or weather delays, etc. will be subject to extra staking charges.

6. All printing, postage for overnight mail, fees advanced and other reimbursables not listed will be billed at cost plus 15%.

NOTES:

1. The developer shall pay all governmental fees.
2. The developer shall pay all title company fees and provide a current title report.
3. The developer shall pay all fees required by utility companies.
4. Not included with scope of work is the following: SWPPP services, electrical plans, landscape plans, dry utility plans and applications, joint trench composites, pre and post-development ALTA surveys, arborist reports, domestic or fire flow pump design, wetland surveys, fencing details, boundary line adjustment, major utility studies, depth and elevation of underground utilities, boundary resolution, architectural site plans, property line adjustment, soils testing.
5. All work required obtaining rights of entry; easements and rights of way acquisition shall be considered extra work and will be billed on a time and materials basis. The client may make arrangements or negotiate directly to obtain said acquisitions.
6. All changes in work requested by the owner, client or their agents shall be considered extra work and will be billed on a time and materials basis.
7. All changes in design, which are a result of inaccurate information or details, provided by the owner, developer or their agents shall be considered extra work and will be billed on a time and materials basis.
8. All work done on a time and materials basis will be charged at the current Baker-Williams Engineering Group rate schedule.
9. All printing, postage for overnight mail, fees advanced and other reimbursables not listed will be billed at cost plus 15%.

Our services will be billed monthly. **We reserve the right to stop work and charge a monthly late payment fee of 1.5% per month on any unpaid invoice or balance which if due is not paid within 45 days of receipt of invoice.**

**Accepted by:**  
**Baker-Williams Engineering Group**

**Client:**

\_\_\_\_\_  
**By: MICHAEL T. ROBERTSON**  
**President**

\_\_\_\_\_  
**By:**  
**Title:**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_



Client Initials	Consultant Initials
-----------------	---------------------

## STANDARD PROVISIONS OF AGREEMENT BETWEEN CLIENT AND CONSULTANT

This form of agreement (Form B) was developed by the American Council of Engineering Companies of California and is intended primarily for the use of ACEC California members and may not be reproduced without the permission of the American Council of Engineering Companies of California. © 2010, 2009, 2008, 2007, 2003, 2001, 1998, 1994, 1991, 1989, 1987, 1984, 1982, 1979, 1978, 1975, 1973, 1970, 1967.

Project No. \_\_\_\_\_

Client and Consultant agree that the following provisions shall be part of this agreement:

1. Client and Consultant agree to cooperate with each other in order to fulfill their responsibilities and obligations under this agreement. Both Client and Consultant shall endeavor to maintain good working relationships among members of the project team.
2. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
3. This agreement shall not be assigned by either Client or Consultant without the prior written consent of the other. Neither Client nor Consultant shall assign claims arising from the agreement without the prior written consent of the other.
4. This agreement contains the entire agreement between Client and Consultant relating to the project and the provision of services for the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this agreement shall be in writing and signed by both Client and Consultant.
5. Consultant's or Client's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. Consultant's or Client's waiver of any breach of this agreement shall not constitute the waiver of any other breach of the agreement.
6. If any term, condition or covenant of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on Client and Consultant.
7. This agreement shall be governed by and construed in accordance with the laws of the State of California.
8. If the scope of services includes Consultant's assistance in applying for governmental permits or approvals, Consultant's assistance shall not constitute a representation, warranty or guarantee that such permits or approvals will be acted upon favorably by any governmental agency.
9. Upon Consultant's request, Client shall execute and deliver, or cause to be executed and delivered, such additional information, documents or money to pay governmental fees and charges which are necessary for Consultant to perform services pursuant to the terms of this agreement.
10. Client acknowledges all reports, plans, specifications, field data and notes and other documents, including all such documents on electronic media, prepared by Consultant are instruments of service, and shall remain the property of Consultant and may be used by Consultant without the consent of Client. Upon request and payment of all costs involved, Client is entitled to a copy of all final plans and specifications for use in connection with the project for which the plans and specifications have been prepared. Client acknowledges that its right to utilize final plans and specifications and the services of Consultant provided pursuant to this agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this agreement, and Client has performed all its obligations under this agreement. In the event Client is in default of any of the terms and

conditions of this agreement, any license or right to utilize the instruments of service by Client, is automatically revoked.

11. Client agrees not to use or permit any other person to use plans, specifications, drawings, cost estimates, reports or other documents prepared by Consultant which plans, specifications, drawings, cost estimates, reports or other documents are not final and which are not signed and stamped or sealed by Consultant. Client acknowledges that all documents on electronic files, or drawings, reports and data on any form of electronic media generated and furnished by the Consultant, are not final plans or documents. Client shall be responsible for any such use of all non-final plans, specifications, drawings, cost estimates, reports, electronic files or other documents not signed and stamped or sealed by Consultant. Client hereby waives any claim for liability against Consultant for such use. Client agrees, to the extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees, and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from a violation of this paragraph by Client. Client further agrees that final plans, specifications, drawings, cost estimates, reports or other documents are for the exclusive use of Client and may be used by Client only for the project described on page 1 of 9 of this agreement and such use is subject to the terms and conditions of this agreement. Such final plans, specifications, drawings, cost estimates, reports or other documents may not be changed or used on a different project without written authorization or approval by Consultant. If signed check prints are required to be submitted with a stamp or seal, they shall not be considered final for purposes of this paragraph.
12. In accepting and utilizing any electronic files or drawings, reports and data on any form of electronic media generated and furnished by Consultant ("electronic files"), Client covenants and agrees that all such electronic files are instruments of service of Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

Client agrees not to use, or reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this agreement. Client agrees not to make changes to or transfer these electronic files to others without the prior written consent of Consultant. Client further agrees to waive all claims against Consultant resulting in any way from any unauthorized changes, use or reuse of the electronic files for any other project by anyone other than Consultant.

Client acknowledges that Client and Consultant have agreed on all hardware and software specifications that may be necessary for transmission of electronic files relevant to the project. These specifications, if applicable, are attached as **Exhibit** \_\_\_ to this agreement.

Electronic files furnished by either party shall be subject to an acceptance period of fifteen (15) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

Electronic files, such as computer-aided drafting and design files, are not construction documents, and Consultant makes no representation as to their accuracy or completeness. Client is aware that differences may exist between the electronic files delivered and the printed hard copy construction documents. In the event of a conflict between the signed construction documents prepared by Consultant and electronic files, the signed and stamped or sealed hard copy construction documents, copies of which shall be kept by Consultant, shall govern.

In addition, Client agrees, to the extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any unauthorized changes made by anyone other than Consultant or from any use or reuse of the electronic files for any other project by anyone other than Consultant.

Under no circumstances shall delivery of electronic files for use by Client be deemed a sale of a product by Consultant, and Consultant makes no warranties, either express or implied, of merchantability and fitness for any

Client Initials	Consultant Initials
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particular purpose. In no event shall Consultant be liable for indirect or consequential damages as a result of Client's use or reuse of the electronic files.

13. Consultant makes no representations concerning soils or geological conditions unless specifically included in writing in this agreement, or by amendments to this agreement, and shall not be responsible for any liability that may arise out of the making of or failure to make soils or geological surveys, subsurface soils or geological tests, or general soils or geological testing.
14. Client acknowledges Consultant has the right to complete all services agreed to be rendered pursuant to this agreement. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services performed. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein, if any. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as extra services pursuant to paragraph 29. Client acknowledges if project services are terminated for the convenience of Client, Consultant is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to paragraph 29. If Client is in default regarding the Client's payment obligations under this agreement, and Client requests Consultant continue providing some or all services, Consultant has no obligation to provide any further services unless Client provides financial assurances satisfactory to Consultant.
15. If the scope of services to be provided by Consultant pursuant to the terms of this agreement includes an ALTA survey, Client agrees that Consultant may sign one of the ALTA survey statements attached to this agreement and incorporated herein by reference. In the event Consultant is required to sign a statement or certificate which differs from the ALTA survey statements contained in the attachment to this agreement, Client hereby agrees, to the extent permitted by law, to indemnify and hold Consultant harmless from any and all liability arising from or resulting from the signing of any statement which differs from those statements contained in the attachment to this agreement.
16. If the scope of services to be provided by Consultant pursuant to the terms of this agreement includes the preparation of grading plans but excludes construction staking services, Client acknowledges that such staking services normally include coordinating civil engineering services and the preparation of record drawings based upon information provided by others, and Client will be required to retain such services from another consultant or pay Consultant pursuant to this agreement for such services as extra services in accordance with paragraph 29.
17. Unless the scope of services to be provided by Consultant expressly includes Consultant's assistance in determinations regarding the application of prevailing wages, Client and Consultant acknowledge that it is Client's exclusive responsibility to determine whether the project, which is the subject of this agreement, is a "public work" as defined in California Labor Code Section 1720, or whether prevailing wage rates are to be paid to certain workers in connection with the project, or determine the rate of prevailing wages to be paid certain workers. Consultant will develop its schedule of labor rates in reliance on the determinations of Client. In the event of a dispute regarding whether the project is a "public work", whether prevailing wages are to be paid, or the amount of prevailing wages to be paid to individual workers, Client agrees to pay Consultant for any and all additional costs and expenses (including additional wages, penalties & interest) incurred by Consultant and further agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from all damages, liabilities or costs, including reasonable attorneys' fees and costs, arising from or related to the Client's determinations regarding the application of or payment of prevailing wages.
18. If the scope of services contained in this agreement does not include construction-phase services for this project, Client acknowledges such construction-phase services will be provided by Client or by others and Client assumes all responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claim against Consultant that may in any way be connected thereto. In addition, Client agrees, to the extent permitted by law, to indemnify and hold Consultant harmless from any loss, claim, or cost, including

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reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from the modification, clarification, interpretation, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of Consultant.

19. If the scope of work of Consultant includes the rendition of professional services for a project which is a common interest development subject to the provisions of Civil Code section 1375, Client agrees to reimburse Consultant for all costs associated with Consultant's participation in the pre-litigation process described in Civil Code section 1375. Further, Client agrees to pay Consultant's fees for time incurred participating in the pre-litigation process. These fees and costs shall be paid as extra services in accordance with paragraph 29. Such extra services shall be paid at Consultant's normal hourly rates in effect at the time Consultant participates in the pre-litigation process. For purposes of this paragraph, a "common interest development" shall be a common interest development as defined in Civil Code section 1375.

Client agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from all damages, liabilities or costs, including reasonable attorneys' fees and costs, arising from or related to Consultant's participation in the pre-litigation process pursuant to Civil Code section 1375.

Client agrees that if Client receives a Notice of Commencement of Legal Proceedings pursuant to Civil Code section 1375, Client will notify Consultant within 10 days of Client's receipt of the Notice of Commencement of Legal Proceedings, provided the Notice of Commencement of Legal Proceedings either identifies Consultant as a potentially responsible party or the face of the Notice contains information which identifies Consultant's potential responsibility. If Client does not timely notify Consultant, then Client agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from all damages, liabilities or costs, including reasonable attorneys' fees and costs, arising from or related to Client's failure to timely notify Consultant.

20. If Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing, Consultant shall be entitled to continue suspension of the performance of any and all of its obligations pursuant to this agreement where the Client is in default and was in default prior to the filing of the bankruptcy petition. If, upon filing a voluntary petition or an involuntary petition in the United States Bankruptcy Court, Client seeks to have Consultant continue to provide services pursuant to this agreement, Client agrees to comply with applicable provisions of the United States Bankruptcy Code to ensure payment for any continuing or reinstated services.
21. This agreement shall not be construed to alter, affect or waive any design professional's lien, mechanic's lien or stop notice right which Consultant may have for the performance of services pursuant to this agreement. Client agrees to provide to Consultant the present name and address of the record owner of the property upon which the project is to be located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice.
22. If payment for Consultant's services is to be made on behalf of Client by a third-party lender, Client agrees that Consultant shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, as a condition to receiving payment for services.
23. The Consultant shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the judgment of the Consultant, increase the Consultant's contractual or legal obligations or risk, or adversely affect the availability or cost of its professional or general liability insurance. Nor shall Consultant be required to sign any documents, requested by any party, including Client, that would result in the Consultant's having to certify, guarantee, warrant or state the existence of conditions whose existence the Consultant cannot ascertain. The Client also agrees not to make resolution of any dispute with the Consultant or payment of any money due to the Consultant, in any way contingent upon the Consultant's signing any such certification, guarantee, warranty or statement.

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24. All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this agreement. If Client fails to pay Consultant within thirty (30) days after invoices are rendered, Consultant shall have the right in its sole discretion to consider such default in payment a material breach of this entire agreement, and, upon written notice, Consultant's duties, obligations and responsibilities under this agreement may be suspended or terminated. In such event, Client shall promptly pay Consultant for all outstanding fees and charges due Consultant at the time of suspension or termination. If Consultant elects to suspend or terminate Consultant's services pursuant to this provision, Consultant is entitled to reasonable suspension or termination costs or expenses.
25. Client agrees that all billings from Consultant to Client are correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing.
26. Client agrees to pay a monthly late payment charge, which will be the lesser of one and one-half percent (1-1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing.
27. If Consultant, pursuant to this agreement, produces plans, specifications, or other documents and/or performs field services, and such plans, specifications, or other documents and/or field services are required by any governmental agency, and such governmental agency changes its ordinances, codes, policies, procedures or requirements after the date of this agreement, any additional office or field services thereby required shall be paid for by Client as extra services in accordance with paragraph 29.
28. In the event Consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, or increase in the cost of living, during the lifetime of this agreement, a percentage increase shall be applied to all remaining fees and charges to reflect the increased costs.
29. Client agrees that if Client requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this agreement.
30. In the event that any staking or record monuments are destroyed, damaged or disturbed by an act of God or parties other than Consultant, the cost of restaking shall be paid for by Client as extra services in accordance with paragraph 29.
31. Client acknowledges that the design services performed pursuant to this agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications and other changes may be necessary to reflect changed field or other conditions. Such clarifications, adjustments, modifications and other changes shall be paid for by Client as extra services in accordance with paragraph 29.
32. Client shall pay the costs of all checking and inspection fees, zoning and annexation application fees, assessment fees, soils or geotechnical engineering fees, soils or geotechnical testing fees, aerial topography fees, and all other fees, permits, bond premiums, applicable taxes on professional services, title company charges, blueprints and reproductions, and all other similar charges not specifically covered by the terms of this agreement.
33. Client acknowledges and agrees that if Consultant provides surveying services, which services require the filing of a Record of Survey in accordance with Business and Professions Code section 8762, or a Corner Record pursuant to Business and Professions Code section 8773, all of the costs of preparation, examination and filing for the Record of Survey or Corner Record will be paid by Client as extra services in accordance with paragraph 29.
34. Consultant is not responsible for delay caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, power failures, accidents or equipment malfunctions, acts of God, failure of Client to furnish timely information or approve or

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disapprove of Consultant's services or instruments of service promptly, faulty performance by Client or other contractors or governmental agencies. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant shall not be responsible for damages nor shall Consultant be deemed to be in default of this agreement. Further, when such delays occur, Client agrees that, to the extent such delays cause Consultant to perform extra services, such services shall be paid for by Client as extra services in accordance with paragraph 29.

35. Notwithstanding any other provision of this Agreement, and to the extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other incidental, indirect or consequential damage that either party may have incurred from any cause or action.
36. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.
37. If the scope of services requires Consultant to estimate quantities, such estimates are made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, such estimates are only estimates and shall not constitute representations, warranties or guarantees of the quantities of the subject of the estimate. If the scope of services requires Consultant to provide its opinion of probable construction costs, such opinion is to be made on the basis of Consultant's experience and qualifications and represents Consultant's best judgment as to the probable construction costs. However, since Consultant has no control over costs or the price of labor, equipment or materials, or over the contractor's method of pricing, such opinions of probable construction costs do not constitute representations, warranties or guarantees of the accuracy of such opinions, as compared to bid or actual costs.
38. Estimates of land areas provided under this agreement are not intended to be, nor should they be considered to be, precise. The estimate will be performed pursuant to generally accepted standards of professional practice in effect at the time of performance.
39. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.
40. Consultant makes no warranty, either express or implied, as to its findings, recommendations, plans, specifications, or professional advice except that the services were performed pursuant to generally accepted standards of professional practice in effect at the time of performance.
41. In the event (1) Client agrees to, authorizes, or permits changes in the plans, specifications, documents, or electronic files prepared by Consultant, which changes are not consented to in writing by Consultant, or (2) Client agrees to, authorizes or permits construction of unauthorized changes in the plans, specifications, documents, or electronic files prepared by Consultant, which changes are not consented to in writing by Consultant, or (3) Client does not follow recommendations prepared by Consultant pursuant to this agreement, which changed recommendations are not consented to in writing by Consultant: Client acknowledges that the unauthorized changes and their effects are not the responsibility of Consultant and Client agrees to release Consultant from all liability arising from the use of such changes, and further agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from and against all claims, demands, damages or costs, including attorneys' fees, arising from the unauthorized changes.

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42. Client agrees that in accordance with generally accepted construction practices, the construction contractor and construction subcontractors will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, and that this requirement shall apply continuously and not be limited to normal working hours. Neither the professional activities of Consultant nor the presence of Consultant or his or her employees or subconsultants at a construction site shall relieve the contractor and its subcontractors of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and applicable health or safety requirements of any regulatory agency or of state law.
43. Client agrees to require its contractor and subcontractors to review the plans, specifications and documents prepared by Consultant prior to the commencement of construction-phase work. If the contractor and/or subcontractors determine there are deficiencies, conflicts, errors, omissions, code violations, improper uses of materials, or other deficiencies in the plans, specifications and documents prepared by Consultant, contractors and subcontractors shall notify Client so those deficiencies may be corrected by Consultant prior to the commencement of construction-phase work.
44. If during the construction phase of the project Client discovers or becomes aware of changed field or other conditions which necessitate clarifications, modifications or other changes to the plans, specifications, estimates or other documents prepared by Consultant, Client agrees to notify Consultant and retain Consultant to prepare the necessary changes or modifications before construction activities proceed. Further, Client agrees to require a provision in its construction contracts for the project which requires the contractor to promptly notify Client of any changed field or other conditions so that Client may in turn notify Consultant pursuant to the provisions of this paragraph. Any extra work performed by Consultant pursuant to this paragraph shall be paid for as extra services pursuant to paragraph 29.
45. Client agrees to purchase and maintain, or cause Contractor to purchase and maintain, during the course of construction, builder's risk "all risk" insurance which will name Consultant as an additional named insured as its interest may appear.
46. Client acknowledges that Consultant's scope of services for this project does not include any services related in any way to asbestos and/or hazardous or toxic materials. Should Consultant or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect Consultant's services, Consultant may, at its option, suspend or terminate work on the project until such time as Client retains a qualified contractor to abate and/or remove the asbestos and/or hazardous or toxic materials and warrant that the job site is free from any hazard which may result from the existence of such materials.
47. Client hereby agrees to bring no cause of action on any basis whatsoever against Consultant, its officers and directors, principals, employees and subconsultants if such claim or cause of action in any way would involve Consultant's services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or any hazardous or toxic materials. Client further agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, principals, employees and subconsultants from any asbestos and/or hazardous or toxic material related claims that may be brought by third parties as a result of the services provided by Consultant pursuant to this agreement, except claims caused by the sole negligence or willful misconduct of Consultant.
48. Client agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, principals, employees and subconsultants from and against all claims, losses, damages and cost caused by, arising out of, or relating to, the presence of any fungus, mildew, mold or resulting allergens, provided that such claim, loss, damage or cost is not due to the sole negligence or willful misconduct of Consultant.



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49. In the event of any litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, experts' fees and other related expenses.
50. Client agrees that in the event Consultant institutes litigation to enforce or interpret the provisions of this agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which Consultant's place of business is located, and Client waives the right to bring, try or remove such litigation to any other county or judicial district.
51. (a) Except as provided in subdivisions (b) and (c), in an effort to resolve any conflicts that arise during the design or construction of the project or following completion of the project, Client and Consultant agree that all disputes between them arising out of or relating to this agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.
- Client and Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.
- (b) Subdivision (a) shall not preclude or limit Consultant's right to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.
- (c) Subdivision (a) shall not preclude or limit Consultant's right to record, perfect or enforce applicable mechanic's lien or stop notice remedies.
52. Client agrees to limit the liability of Consultant, its principals, employees and subconsultants, to Client and to all contractors and subcontractors on the project, for any claim or action arising in tort, contract, or strict liability, to the sum of \$45,000 or Consultant's fee, whichever is greater. Client and Consultant acknowledge that this provision was expressly negotiated and agreed upon.

***Space below is provided for additional provisions as agreed upon by both the client and the Consultant.***

53. The scope of work of Consultant includes the rendition of professional services for a project. Client agrees that if Client receives a Notice of Commencement of Legal Proceedings, Client will notify Consultant within 10 days of Client's receipt of the Notice of Commencement of Legal Proceedings, provide the Notice of Commencement of Legal Proceedings either identifies Consultant as a potentially responsible party or the face of the Notice contains information which identifies Consultant's potential responsibility. If Client does not timely notify Consultant, then Client agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from all damages, liabilities or costs, including reasonable attorneys' and costs, arising from or related to Client's failure to timely notify Consultant.

# BAKER-WILLIAMS ENGINEERING GROUP

## SCHEDULE OF HOURLY RATES AND BILLING

(Effective February 1, 2019)

### Engineering

### Hourly Rate

Principal Engineer	\$190.00
Professional Engineer	\$160.00
Design Engineer	\$140.00
Engineering Technician	\$115.00

### Drafting (CAD Technician)

CAD Operator Level IV	\$115.00
CAD Operator Level III	\$105.00
CAD Operator Level II	\$ 95.00
CAD Operator Level I	\$ 85.00

### Surveying

Principal Surveyor	\$185.00
Land Surveyor	\$160.00
Survey Technician	\$115.00
Two-man Survey Crew	\$230.00
Three-man Survey Crew	\$315.00
One-man Survey Crew with GPS RTK	\$185.00

Premium for Client Requested Overtime

Standard Rate Plus 25%

### Miscellaneous Services

Expert Witness (depositions and trial)	\$330.00
Clerical	\$ 70.00
Staff Assistant	\$ 45.00
Delivery	\$ 30.00

- Travel expenses will be charged at cost.
- Reproduction expenses and all outside and sub-contracted services will be billed at our cost plus 15%.
- Cost of standard survey stakes and other field supplies are included in the above rates. Special type monuments will be charged at cost.
- The client is required to pay all agency fees, and other outside charges, when due. If fees are paid by BAKER-WILLIAMS ENGINEERING GROUP, they will be charged at cost plus 15%.
- Billing will be done on a monthly basis. Invoices are due upon receipt. If invoices are not paid within 30 days, work on your project may be stopped, and a 1.5% per month late charge will be assessed on the past due balance until payment is received.
- The rates listed above reflect current expenses and are subject to change at the discretion of BAKER-WILLIAMS ENGINEERING GROUP.
- Authorized overtime will be charged at 1.25 times standard rate.
- Minimum charge for a field crew is 1.5 hours. (\$350.00 for a two-man crew).
- Mileage \$0.57 per mile.

## MEMORANDUM

Date: April 11, 2019  
To: Board of Directors  
From: Paul Siebensohn, Director of Field Operations  
Subject: Consider Approval of Proposal for Lift Station 6A Programmable Logic Controller Replacement

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### RECOMMENDED ACTION

Approve the proposal from Prodigy Electric, for lift station 6A programmable logic controller (PLC) replacement, in an amount not to exceed \$9,200, which includes a 15% contingency. Funding to come from Sewer Replacement Reserves.

The current Sewer Replacement Reserves balance is: \$2,424,738.

### BACKGROUND

The programmable logic controller (PLC) at the 6A sewer pumping station failed twice recently. It is a relatively small sewer lift station that serves the eastern portion of unit 6. It was sent out to TESCO, the PLC manufacturer and installer. The first time they assumed it was a component which was replaced and then put back into service. Shortly thereafter, it failed again. TESCO pulled it again for evaluation, reset it which allowed it to operate. They did not know why it was failing other than wear and age. The PLC is believed to over 27 years old, per the plans for the lift station, and they recommended it be replaced soon.

Staff solicited bids for a replacement PLC from three (3) vendors, TESCO, Telstar, and Prodigy. The lowest bid received was from Prodigy Electric for \$7,000, with an option to replace the level monitoring equipment there as well for an additional \$1,000, totaling \$8,000. Staff recommends it be replaced as soon as possible due to concerns with another failure which could result in sewer backups and/or overflows and replace the level monitoring component due to its age. This lift station does not have an autodialer to alert staff of a failure. Staff goes to this site daily to monitor its operation and record data from it. Bids are attached for reference.



Please Remit To This Address: **Prodigy Electric And Controls, Inc.**  
PO Box 141  
Lincoln, CA 95648

Bill To: Rancho Murieta CSD  
15160 Jackson Road  
Rancho Murieta, CA

Quote #	40436
Date	4/3/2019
Total Due:	\$8,000.00
Terms	Net 15
P.O. No.	

Phone # 916.997.0798

CA License # 998361

**Job Description**

6A SLS PLC

Description	Qty	Rate	Total
Install new PLC at 6A sls includes: idec plc with idec hmi, relays, fuses, wiring as needed. PLC and HMI will have a 3 year warranty. Programing and testing. optional Install submersable level transducer in place of bubbler system.	1	7,000.00	7,000.00
	1	1,000.00	1,000.00

<b>Total</b>	<b>\$8,000.00</b>
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Contractor License #422364

**CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SALES & SERVICE  
SCADA • PLC/HMI • Telemetry • Calibration • Maintenance**

Mar 08, 2019

Rancho Murrieta CSD  
15160 Jackson Road, Sloughouse, CA.  
Sent via Email: Paul Siebensohn <[psiebensohn@ranchomurietacsd.com](mailto:psiebensohn@ranchomurietacsd.com)>

Attn: Paul Siebensohn  
Subject: Quote for Pump #6 Lift Station PLC-HMI addition.  
Reference: SR34810

Dear Paul,

Telstar is pleased to provide a quote for the above referenced project. The existing system consists of a control panel with 2 pumps, one level transducer and float signals. Currently the system does not have a programmable logic controller (PLC) or Human machine interface (HMI). As a part of this project Telstar will upgrade the pump station system with PLC (Allen Bradley) and HMI color touch display to monitor & control the pump station.

**By accepting this proposal from Telstar you agree to treat this as confidential information.**

**SCOPE OF SERVICES – PLC HMI UPGRADE System**

1. Furnish and install one new Allen Bradley Micrologix 1400 PLC, required circuit breakers, required control replays, one 24VDC 3 Amp power supply, one Ethernet Switch 4 port, one UPS 1100 Power supply backup.  
  
Note: This new PLC consists of one serial and ethernet communication port for the future connection to the district’s SCADA system.
2. Furnish and install new Automation Direct 6-inch color touch display HMI -EA8-T6CL to monitor, alarm and control the pump station data.
3. Rewire the existing pump control HOA switches, light indicators, existing level transducer and existing pump control electrical components to the new PLC from the panel terminal blocks.
4. Provide as built new PLC panel drawing.
5. Test & demonstrate pump control functionality from the PLC & HMI.

**Lump Sum Price for the PLC-HMI upgrade .....\$28,757.00**

Shipping and Handling for Telstar Supplied Materials IS INCLUDED  
Sales Tax IS INCLUDED



### **CLARIFICATIONS, EXCEPTIONS, AND EXCLUSIONS**

- a. All pricing is based on Telstar's standard Terms and Conditions.
- b. Telstar's quotation includes only those items listed above. Requests for additions/deletions from our scope will require a change in the quoted price.
- c. We assume no responsibility for performance, applicability, start-up, testing, or acceptance of any equipment not furnished by Telstar under this proposal.
- d. This proposal does not include new wiring to Field devices.
- e. All existing pump control IOs & equipment will be reused or relocated inside the control panel as-is.
- f. This proposal assumes normal 8-hour shutdowns.
- g. Telstar is supplying only equipment specified and noted above.

### **TERMS AND CONDITIONS**

**Base Terms:** Quotation is valid for 30 days from above date. Our terms are due and payable 30 days from date of invoice. Payments must be made on a minimum of a monthly basis. If payment is not received by the 30th day, a .05% daily service charge (18-3/4% per annum) will be charged on all accounts past due. Attorney's fees, court costs and costs of collection will be paid to prevailing party. Permits and bonding are excluded unless otherwise noted herein. Our standard insurance applies unless agreed to in writing by Telstar Instruments. We accept no responsibility for consequential damages and our standard warranty applies. Please reference the above stated quote number in all correspondence and purchase orders. Unless otherwise noted, this quote is based on standard straight time hours and does not include any prevailing wage rates unless agreed in writing by Telstar Instruments. The price quoted herein is for the labor and materials specifically listed within the body of this quote. Service calls carry a 4-hour minimum per person.

Cancellation charges apply including engineering, labor, materials, quote and estimating time, markup, % of profit, return goods fees, etc. at the time of written cancellation notice to Telstar Instruments.

**Limitation of Liability:** (a) In no event shall Telstar Instruments, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of the Purchaser or other third parties for any damages. Telstar Instruments liability for any claim whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case exceed one-fourth (1/4) of the purchase price allocable to the Equipment or part thereof or Services which gives rise to the claim. (b) All causes of action against Telstar Instruments arising out of or relating to this Agreement or the performance or breach hereof shall expire unless brought within one year of the time of accrual thereof. (c) In no event, regardless of cause, shall Telstar Instruments be liable for penalties or penalty clauses of any description or for indemnification of Purchaser or others for costs, damages, or expenses arising out of or related to the Equipment and/Services.

**Force Majeure:** Telstar Instruments shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), Acts of God, fire, strike, labor difficulties, acts or omissions



of any governmental authority or of Purchaser, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate Telstar Instruments for such delay.

**Cancellation:** Any order may be cancelled by Purchaser only upon prior written notice and payment of termination charges, including but not limited to, all costs identified to the order incurred prior to the effective date of notice of termination and all expenses incurred by Telstar Instruments attributable to the termination, plus a fixed sum of ten (10) percent of the final total price to compensate for disruption in scheduling, planned production and other indirect costs.

**Entire Agreement:** This Agreement constitutes the entire agreement between Telstar Instruments and Purchaser. There are no agreements, understandings, restrictions, warranties, or representations between Telstar Instruments and Purchaser other than those set forth herein or herein provided.

**Bonding:** Cost of Bonding is not included. Contact Telstar Instruments for a quote if bonding is required.

We look forward to working with you on this project. If you have any questions, please contact me at the phone number below.

Sincerely,

Suresh Patil.  
Telstar Instruments  
916 646 1999

**To:** Rancho Murieta Community Services District  
**Attn:** Travis Bohannon  
**Re:** Lift Station 3B PLC Upgrade

**Quote Date:** April 3, 2019  
**Quote No.:** 19D035Q01

Thank you for your interest in TESCO products, services, and solutions. We are pleased to quote the following scope of work pertaining to the above-referenced project. The scope of work includes replacement/upgrade of the existing LIQ IV PLC with the L2000. The new L2000 will include required I/O with termination card and UPS. All deadfront mounted indicators, pump run meters, switches, pushbuttons will remain.

TESCO will perform field replacement of the Lift Station programmable controller, startup, and test. Lift station control will remain the same, program modifications are not included in the scope.

Item	Qty	Description
1	1	<b>Replacement PLC Package to Include:</b> <ul style="list-style-type: none"> <li>▪ Metal backpan &amp; retrofit faceplate kit</li> <li>▪ TESCO L2000 Processor with operator faceplate, required I/O with terminal board, low voltage power supply, UPS, line filter and relays.</li> <li>▪ Misc. wire, fuses, labels, etc.</li> </ul>
2	Lot	<b>Professional Services:</b> <ul style="list-style-type: none"> <li>▪ Engineering &amp; Project Management – revised diagrams, project coordination</li> <li>▪ PLC Programming</li> <li>▪ Field Service – L4 removal, L2 installation, calibrations, field testing, and startup</li> </ul>
<b>TOTAL FOR ITEMS 1 &amp; 2:</b>		<b>\$24,260.00</b>

### Project Clarifications

- Unless otherwise stated above, the following is **not** included within this quotation:
  - Conduit, field wire, tubing, or basic trade installation materials (brackets, screws, bolts, j-box, stanchions, pull-box, etc.)
  - Instrumentation mounting components, brackets, stanchions, sunshields, etc.
  - Local control stations and/or field mounted disconnects.
  - Instrumentation, devices, components, or equipment not defined by the above quotation.
  - Fiber optic patch panels, cable, splicing or terminations.
  - Networking infrastructure or architecture modifications to existing facilities.
  - Any 3<sup>rd</sup> party independent testing, harmonic testing/analysis, power coordination study, or Arc-Flash Hazard Analysis (AFHA) study.



## Terms and Conditions

- Quote is firm for 30 days unless otherwise stated.
- Submittals: a Submittal Schedule will be provided approximately 2-3 weeks after receipt of purchase order, written notice of intent, or notice to proceed.
- Delivery: to be scheduled approximately 6-8 weeks minimum after submittal approval.
- Price does include applicable sales tax, use tax, and applicable fees.
- TESCO price is FOB factory, full freight allowed.
- TESCO warranties against defect in design workmanship and materials for a period of one year from date of installation, and does not exceed 18 months from the date of shipment from the factory.
- TESCO carries liability insurance, with full workman's compensation coverage.
- Terms are net 30 days on approved credit accounts.
- Interest will be applied to all past due invoices.
- All merchandise sold is subject to lien laws.
- Final retention to be paid within 10 days after the project notice of completion.

Please feel free to contact us at (916) 395-8800 to discuss any questions or comments you may have regarding this quotation.

Sincerely,



**Richard Martinez**

Technical Sales

TESCO Controls, Inc.

(916) 395-8800

(916) 730-9936 – Mobile

rmartinez@tescocontrols.com