



RANCHO MURIETA COMMUNITY SERVICES DISTRICT

15160 JACKSON ROAD
RANCHO MURIETA, CA 95683
Phone: 916-354-3700
Web: rmcsd.com

Board of Directors

John Merchant, President
Linda Butler, Vice President
Bill Gere, Director
Randy Jenco, Director
Tim Maybee, Director

Staff

Amelia Wilder, Interim General Manager
Cecilia Min, Director of Finance and Administration
Travis Bohannon, Interim Director of Operations
Patrick Enright, District General Counsel
Branden Arino, Security Supervisor
Dyanne Fleet, Interim District Secretary/Clerk of the Board

REGULAR MEETING
of the
BOARD OF DIRECTORS
Wednesday, April 15, 2026

Closed Session 3:30 p.m. Open Session 5:00 p.m.

AGENDA

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

2. **CLOSED SESSION**

- A. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Initiation of Litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9 (Two Cases)
- B. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Title: District General Counsel
- C. **CONFERENCE WITH LABOR NEGOTIATORS**
District Designated Representatives: Amelia Wilder, Interim General Manager
Employee Organization: International Union of Operating Engineers Union Local No. 3, AFL-CIO
- D. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Property: APN 073-0800-008 and APN 073-0090-062
Agency negotiator: Amelia Wilder, Interim General Manager
Negotiating Parties: Murieta North Properties
Under Negotiation: Price and terms of payment

3. **OPEN SESSION/REPORT BACK FROM CLOSED SESSION**

4. **PUBLIC COMMENTS**

The Public Comments section is for the Board of Directors to receive comments; except for brief questions for clarification, no discussion or action may be taken on any item that is not listed on the agenda.

If you wish to speak during Comments from the Public or would like to comment regarding an item appearing on the meeting agenda, you must complete a public comment card and submit it to the Board Secretary prior to Public Comments or the item you wish to comment on. Speakers

presenting individual opinions shall have 3 minutes to speak. Speakers presenting opinions of groups or organizations shall have 5 minutes per group. Each individual will be limited to one (1) comment per item.

5. *Action Item* APPROVE RESOLUTION R2026-10 HONORING RETIREMENT OF ROD HART

6. *Action Item* RECEIVE DIRECTION MURIETA EQUESTRIAN CENTER FOR

- A. DOMENICHELLI & ASSOCIATES PROPOSAL FOR EMERGENCY WORK FOR COLLAPSED CULVERT REPAIRS**
- B. REMOVE VEHICLE CROSSING ON AN INTERIM BASIS**

7. *Action Item* ACTION ITEM APPROVE DUNN PROPOSAL FOR GEOPHYSICAL EXPLORATION FOR GROUND WELLS

8. CONSENT CALENDAR *All items in this agenda item will be approved as one motion if they are not excluded from the motion adopting the consent calendar.*

- A. Approval of Board Meeting and Committee Meeting Minutes**
 - 1. *March 18, 2026, Regular Board Meeting Minutes*
 - 2. *April 2, 2026, Special Security Meeting Committee Meeting Minutes*
 - 3. *April 2, 2026, Communications & Technology Committee Meeting Minutes*
 - 4. *April 6, 2026, Personnel Committee Meeting Minutes*
 - 5. *April 7, 2026, Improvements Committee Meeting Minutes*
 - 6. *April 9, 2026, Finance Committee Meeting Minutes*
- B. Bills Paid Listing**
- C. Consider Adoption of Resolution R2026-06, A Resolution Calling the General District Election and Consolidation with the Statewide Election to be Held on November 3, 2026**
- D. Approve Revised Services Contract for RMCS D with Vendors to Add Presentations**
- E. Approve Algae Treatments Proposal from Solitude Lake Management to treat Chesbro Reservoir**
- F. Approve TNT Master Service Agreement for Emergency Repairs**
- G. Approve Condor CalARP State Compliance Reports Proposal due to chlorine gas on-site and other hazardous materials**
- H. Approve APS Environmental Proposal to Remove Sludge from Pond 2**
- I. Approve Resolution R2026-11 Declaring Surplus Equipment - Old Water Meter Registers**
- J. Approve Transfer of Funds from Bank of America to RMCS D Accounts to Pay Back Administrative Cost Incurred by CFD 2014-1 (Bond) for the Past Fiscal Years**
- K. Approve Letter to Rancho Murieta Association to Discuss the Transfer of Security Services to the Rancho Murieta Association**
- L. Approve Right of Way Entry Agreement Between RMCS D and Murieta Club Properties, LLC, to Repair Drainage Culvert 14th Hole North**

9. REVIEW DISTRICT MEETING DATES/TIMES MAY 2026

- A. Improvements Committee – May 5, 2026, at 8:00 a.m.**
- B. Personnel Committee – May 5, 2026, at 10:00 a.m.**
- C. Security Committee – May 7, 2026, at 9:00 a.m.**
- D. Communications & Technology Committee – May 7, 2026, at 10:00 a.m.**
- E. Finance Committee – May 14, 2026, at 10:00 a.m.**
- F. Regular Board Meeting – May 20, 2026, at 5:00 p.m.**

10. CORRESPONDENCE

- A. Email from N. Bloom – 4/09/2026

11. STAFF AND COMMITTEE REPORTS (Receive and File)

- A. General Manager Report
- B. Finance and Administration Report
- C. Operations Report
- D. Personnel, Security and Communications & Technology Reports (Director Butler)

Discussion Items/Information Items

12. *Discussion Item* AD HOC COMMITTEE REPORTS

- A. Administrative Oversight
 - Discussion and review of the subject matter jurisdiction of the Ad Hoc Committee
- B. Water Vision Working Group Progress, Subject Matter Jurisdiction, and Future

Action Items

13. *Action Item* APPROVE VARIOUS PERSONNEL ITEMS:

- A. Approve Updated General Manager and Director of Operations Salary Survey
- B. Approve Addition of Administrative Manager/Clerk of the Board Position
- C. Approve Updated Administrative Manager/Clerk of the Board Job Description
- D. Approve Updated Director of Operations Job Description

14. *Action Item* APPROVE ANNUAL UNRESTRICTED REVENUE ALLOCATION FOR FY26/27

15. APPROVE RESOLUTION R2026-08 ESTABLISHING AGREEMENTS BETWEEN DISTRICT AND LANDOWNERS PERTAINING TO THE DRILLING OF TEST WELLS

16. *Action Item* RECEIVE DIRECTION ON COMPLETION OF IWMP

17. *Action Item* APPROVE PROPOSAL FROM DOUG VEERKAMP TO REPAIR DRAINAGE CULVERT ON 14TH HOLE NORTH

18. DIRECTOR COMMENTS/SUGGESTIONS

19. ADJOURNMENT (Motion)

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

In compliance with federal and state laws concerning disabilities, if you are an individual with a disability and you need a disability-related modification or accommodation to participate in this meeting or need assistance to participate in this meeting, please contact the District Office at 916-354-3700 or dfleet@rmcsd.com. Requests must be made as soon as possible.

Note: This agenda is posted pursuant to the provisions of the Government Code commencing at Section 54950. Posting location is the District Office. The date and time of this posting is April 9, 2026, at 4:30 p.m.

RESOLUTION R2026-10 IN HONOR OF ROD HART

WHEREAS, Rod Hart began his distinguished career with the Rancho Murieta Association (RMA) in 1981 where he served as the Maintenance Manager and, through dedication and hard work, advanced to serve as General Manager; and

WHEREAS, throughout his tenure, Mr. Hart provided exceptional leadership, vision, and dedication, contributing significantly to the continued growth, stability, and success of the RMA; and

WHEREAS, Mr. Hart demonstrated an unwavering commitment to excellence, fostering a culture of professionalism, hospitality, and community pride that enhanced the quality of life for residents and members alike; and

WHEREAS, through his leadership and collaborative spirit, Mr. Hart strengthened relationships among staff, residents, and the broader Rancho Murieta community, leaving a lasting and positive impact on all who had the pleasure of working with him; and

WHEREAS, Mr. Hart has endeared himself to many friends and acquaintances within the District and community through his integrity, kindness, and dedication to service; and

WHEREAS, Mr. Hart will retire on May 1, 2026, after forty-five (45) years of loyal and devoted service to the residents of the Rancho Murieta Association; and

WHEREAS, his contributions have helped shape Rancho Murieta into a safe, welcoming, vibrant, and desirable community, and his legacy will be felt for years to come;

NOW, THEREFORE, BE IT RESOLVED, that on this 15th day of April, 2026, the Board of Directors of the Rancho Murieta Community Services District hereby recognizes, honors, and commends Mr. Hart for his exemplary leadership and forty-five (45) years of outstanding service; and

BE IT FURTHER RESOLVED, that the Board expresses its sincere gratitude and deep appreciation for Mr. Hart's many contributions, which have enriched the community and positively impacted countless residents and staff; and

BE IT FURTHER RESOLVED, that the Board extends its heartfelt best wishes to Mr. Hart for a fulfilling and enjoyable retirement, with continued success, health, and happiness in all his future endeavors.

John Merchant, Board President

Linda Butler, Vice - President

William Gere, Director

Randy Jenco, Director

Timothy E. Maybee, Director

STAFF REPORT

TO: BOARD OF DIRECTORS
RANCHO MURIETA COMMUNITY SERVICES DISTRICT

FROM: Patrick Enright, District Counsel

MEETING DATE: April 15, 2026

SUBJECT: Declaration of Emergency to Repair the Rancho Murieta Equestrian Center Culvert on Rancho Murieta Equestrian Center

I. PURPOSE

This memorandum is presented to the Board of Directors of the Rancho Murieta Community Services District ("District") to: (1) document and formally communicate the existence of an emergency condition affecting a District drainage channel within the District's storm drainage system; (2) provide the factual basis and legal authority under both the District's own District Code and California state law for the Board to declare an emergency; and (3) request Board authorization to waive the competitive bidding and Request for Proposals ("RFP") requirements otherwise applicable to public works and professional services contracts under District Code Chapter 4, so that emergency repair and stabilization work may commence immediately to protect District infrastructure and the public health, safety, and welfare.

II. BACKGROUND AND DESCRIPTION OF EMERGENCY CONDITIONS

A. The District's Drainage System and Affected Facility

Pursuant to District Code Chapter 16, Section 3.02, the District is responsible for the operation and maintenance of the District Drainage System, which includes man-made channels, culverts, pipes, catch basins, manholes, pump stations, and the floodways of waterways. Chapter 16, Section 3.03 confirms that the District shall have access to all District drainage facilities at any reasonable hour of the day or night to perform any duties required to prevent damage or flooding.

The Rancho Murieta Equestrian Center culvert located at Rancho Murieta Equestrian Center"] (the "Channel") is a component of the District Drainage System as defined in District Code Chapter 16, Section 2.05 — a drainage system owned, operated, and maintained by the District within a District right-of-way or easement. The Channel serves as conveyance of stormwater runoff and protection of District infrastructure from flooding.

The Channel was most recently inspected by District staff and/or the District Engineer on _____, 2026. The following emergency conditions were observed and documented:

- Storm and flood damage to the channel banks and/or invert resulting from recent precipitation events, including [describe storms, dates, and rainfall amounts if known];
- Significant accumulation of debris, sediment, and vegetative material causing substantial obstruction to flow capacity, creating an imminent risk of channel overtopping and downstream flooding, in violation of District Code Chapter 16, Section 3.04 (prohibited obstructions);
- Erosion of channel banks, undermining of structural improvements, failure or partial failure of drop structures, headwalls, or outlet works].

Photographs documenting the emergency conditions are attached as Exhibit A and incorporated herein by reference.

B. Potential Consequences if Not Immediately Addressed

District staff and the District Engineer have assessed that if immediate corrective action is not taken prior to the next rainy season in October 2026, the following harms are likely to occur:

- Flooding of properties, streets, and District infrastructure, contrary to the District's obligation under Chapter 16, Section 1.02 to receive storm runoff and convey it so as to minimize loss of life and property;
- Structural failure or accelerated deterioration of the Channel and downstream conveyance facilities;
- Public health and safety risks to District residents and the traveling public; and
- Significant additional damage to District assets, materially increasing the ultimate cost of repair.

The District Engineer has advised that the window for safe access and effective remediation is limited and may close if immediate action is not taken. A delay associated with completing a full competitive bidding or RFP process — which would require a minimum of six months under District Code Chapter 4, Section 6 and applicable state law — would materially increase the risk of the harms described above and is therefore not feasible under these emergency conditions.

III. LEGAL AUTHORITY

A. RMCS District Code Chapter 4 — Purchasing and Bidding Procedures

District Code Chapter 4, Section 4 (Emergency Purchases and Contracting) establishes the following:

1. Declaration of Emergency — District Code Chapter 4, Section 4.01

"The authority to declare the existence of an emergency, including but not limited to emergencies described in Government Code sections 8558 and 54956.5 and Public

Contract Code section 1102, generally resides with the Board. When urgent circumstances preclude taking the time for such determination by the Board, the General Manager, upon direct approval of the Board President, may declare the existence of an emergency subject to ratification of the Board at its next Board meeting."

This provision gives the Board primary authority to declare an emergency. When urgent circumstances preclude a Board meeting, the General Manager — with the Board President's approval — may declare the emergency, subject to Board ratification. In this matter, staff is presenting the emergency declaration to the full Board for its direct action at this meeting.

2. General Manager's Emergency Authority — District Code Chapter 4, Section 4.02

"In cases of emergency as determined by the Board and General Manager as set forth in Section 4.01 above, when repair or replacements are necessary to permit the continued operation of the District, or to avoid danger to life or property, the General Manager upon direct approval of the Board President, may replace or repair any District building, structure, equipment or facility, purchase or contract for the necessary Commodities and General or Professional Services, and take any other related and immediate action necessary or appropriate to respond to the emergency without complying with the Competitive Bidding requirements in Section 6 of this Chapter."

This section directly authorizes the waiver of competitive bidding requirements for emergency construction and procurement, upon Board declaration and Board President approval. It applies to all procurement categories — commodities, general services, construction contracts, and professional services — meaning it encompasses both the public works contract and any associated engineering/professional services required for the emergency drainage work.

3. Delegation of Emergency Construction Contract Authority — District Code Chapter 4, Section 4.05

"Pursuant to Public Resources Code section 22050(b)(1), the Board delegates to the General Manager, upon direct approval of the Board President, the authority to order emergency Construction Contract action under Public Contract Code section 22050(a)."

This pre-existing Board delegation — enacted as part of District Code Chapter 4 — expressly delegates emergency construction contracting authority to the General Manager under Public Contract Code § 22050, subject to Board President approval. This provision means that, upon the Board declaring the emergency and the Board President authorizing the General Manager, the General Manager may proceed without waiting for a second Board vote on each individual contract.

B. District Code Chapter 16 — Drainage Code

Chapter 16 independently supports the need for immediate action. Key provisions include:

- Section 1.02 (Scope of Service): The District's obligation is to "receive all storm runoff water and convey it to areas that will accept it in such a manner so as to minimize the

loss of life and property and to minimize inconvenience to the public that may result from flooding." The emergency conditions at the Channel directly impair the District's ability to fulfill this core obligation.

- Section 3.02 (District's Responsibility for System): The District is expressly responsible for the operation and maintenance of man-made channels, floodways, and all other appropriate drainage facilities, which include the subject Channel.
- Section 3.03 (Access to District Property): The District has the right to access all drainage facilities at any reasonable hour to perform duties required to prevent damage or flooding, providing the legal basis for immediate site entry and work.
- Section 3.04 (Prohibited Obstructions): No person shall cause any type of obstruction to drainage facilities without District approval. The debris and sediment accumulation conditions described in Section II above constitute prohibited obstruction conditions that the District has an independent obligation to abate.

C. California Public Contract Code § 22050

District Code Chapter 4, Section 4.05 expressly incorporates Public Contract Code § 22050 into the District's emergency procurement framework. Section 22050(a)(1) authorizes a public agency, pursuant to a four-fifths vote of its governing body, to repair or replace a public facility, take any directly related and immediate action required by the emergency, and procure the necessary equipment, services, and supplies, without giving notice for bids. Section 22050(a)(2) requires the Board to find, based on substantial evidence in the meeting minutes, that: (i) the emergency will not permit delay for competitive bidding; and (ii) the action is necessary to respond to the emergency.

The Board's declaration and findings under District Code Chapter 4, Section 4.01, and the concurrent statutory findings under Public Contract Code § 22050 should be made simultaneously and recorded in the meeting minutes to satisfy both the District Code and state law requirements.

IV. REQUIRED FINDINGS FOR BOARD ACTION

To authorize emergency procurement without competitive bidding under both District Code Chapter 4, Section 4.01 and Public Contract Code § 22050, the Board must make specific findings supported by substantial evidence in the meeting record. Staff recommends the following findings, supported by the facts set forth in this memorandum and the attached exhibits:

REQUIRED FINDINGS — District Code Ch. 4, § 4.01 and Pub. Contract Code § 22050(a)(2):

Finding No. 1 — Existence of Emergency:

An emergency exists at the [Channel Name] drainage channel due to storm and flood damage and debris/sediment blockage creating an imminent risk of flooding that threatens public health, safety, and the continued operation of the District's storm drainage system, as described in this memorandum and Exhibits A and B.

Finding No. 2 — No Permit for Delay (District Code Ch. 4, § 4.01 and Pub. Contract Code § 22050(a)(2)):

The emergency will not permit a delay resulting from a competitive solicitation for bids or issuance of a Request for Proposals under District Code Chapter 4, Section 6. The time required to complete such a process would materially increase the risk of flooding, structural failure, and additional damage to District facilities and adjacent private property.

Finding No. 3 — Necessity of Action:

The emergency repair and stabilization work described in this memorandum is necessary to respond to the emergency, to permit the continued operation of the District's storm drainage system, and to avoid danger to life and property, consistent with District Code Chapter 4, Section 4.02.

These findings must be supported by substantial evidence set forth in the Board meeting minutes. Staff will ensure this memorandum, the District Engineer's report, and photographic documentation are incorporated into the meeting record.

V. PROPOSED SCOPE OF EMERGENCY WORK

Based on current site assessments by District staff and the District Engineer, the following emergency repair and stabilization work is anticipated. This scope may be refined as field conditions are further evaluated. All work will be performed consistent with the District's construction standards under Chapter 16, Section 4.15.

1. Debris and Sediment Removal: Mechanical and/or manual removal of accumulated debris, sediment, and vegetative obstructions from the Channel invert and banks to restore design flow capacity and eliminate the prohibited obstruction conditions under Chapter 16, Section 3.04;
2. Bank Stabilization and Erosion Repair: Emergency stabilization of eroded or undermined channel banks using appropriate materials (riprap, soil cement, geotextile fabric, sandbags, or similar) to prevent further failure;
3. Structural Repairs: Emergency repair or shoring of damaged culvert, headwalls, outlet works, or other Channel structural elements;

4. Drainage Restoration: Restoration of design drainage flow through the Channel to fulfill the District's scope-of-service obligation under Chapter 16, Section 1.02;

Any permanent repair work beyond this emergency scope (including engineering studies, design, permitting, and long-term restoration) shall be subject to standard competitive bidding and RFP procedures under District Code Chapter 4 once the emergency condition has been stabilized.

VI. ESTIMATED COSTS AND FUNDING

District staff and the District Engineer have developed the following preliminary cost estimate. Actual costs may vary depending on field conditions. All expenditures require available funding per District Code Chapter 4, Section 5.03.

Debris and Sediment Removal	\$[Amount]
Bank Stabilization and Erosion Repair	\$[Amount]
Structural Repairs (if applicable)	\$[Amount]
Interim Protective Measures	\$[Amount]
Engineering / Inspection (District Engineer)	\$[Amount]
Contingency (15%)	\$[Amount]
TOTAL ESTIMATED COST	\$(Total)

Funding for emergency work is proposed to be drawn from [specify: District Drainage Fund reserves / Operating Fund contingency / Emergency Reserve account]. All expenditures from a reserve fund in excess of \$5,000 require Board approval under District Code Chapter 4, Section 3.03.

VII. RECOMMENDED BOARD ACTIONS

Staff respectfully requests that the Board take the following actions at this meeting, each of which shall be recorded in the minutes with supporting factual findings:

1. Declare an Emergency (District Code Ch. 4, § 4.01; Pub. Contract Code § 22050): Adopt a resolution or duly recorded motion declaring that an emergency exists at the Rancho Murieta Equestrian Center Culvert and drainage channel, as described in this memorandum and the attached exhibits, constituting an emergency under District Code Chapter 4, Section 4.01 and Public Contract Code § 22050.

2. Make Required Findings: Find, based on substantial evidence in the record, that: (a) the emergency will not permit delay for competitive bidding or issuance of an RFP under District Code Chapter 4, Section 6; and (b) the emergency repair and stabilization work described herein is necessary to respond to the emergency, permit continued District operations, and avoid danger to life and property, consistent with District Code Chapter 4, Section 4.02.
3. Waive Competitive Bidding and RFP Requirements (District Code Ch. 4, §§ 4.02, 4.05): Authorize the General Manager, upon direct approval of the Board President, to procure and award contracts for emergency repair and stabilization of the Channel without competitive bidding or issuance of an RFP, pursuant to District Code Chapter 4, Section 4.02 and Public Contract Code § 22050(a), up to a total amount not to exceed \$[dollar amount].
4. Authorize Expenditure (District Code Ch. 4, § 3.03): Authorize the expenditure of funds from [Drainage Fund / Emergency Reserve / Operating Fund] in an amount not to exceed \$[dollar amount] for the emergency work, consistent with District Code Chapter 4, Section 3.03 requiring Board approval for reserve fund expenditures exceeding \$5,000.
5. Direct Ongoing Reporting (District Code Ch. 4, § 4.04): Direct the General Manager to report to the Board within 24 hours of any emergency contract action, and at every regularly scheduled Board meeting thereafter until the emergency action is terminated, and to seek four-fifths Board vote to continue the action at each such meeting, consistent with District Code Chapter 4, Section 4.04.
6. Authorize CEQA Exemption Filing: Direct staff to file a Notice of Exemption with the Sacramento County Clerk-Recorder's Office pursuant to 14 Cal. Code Regs. § 15269, upon confirmation of applicability by District Counsel.

ATTACHMENTS

- Proposed Resolution Declaring an Emergency and Authorizing Emergency Procurement Under District Code Chapter 4, §§ 4.01–4.05 and Public Contract Code § 22050
- RMCS D District Code Chapter 4, Section 4 (Emergency Purchases and Contracting)
- RMCS D District Code Chapter 16, Sections 1.02, 3.02–3.04



Amelia Wilder
General Manager
Rancho Murieta Community Services District (RMCS D)
PO Box 1050
Rancho Murieta, CA 95683

April 2, 2026

Subject: RM-062 Amendment #1- Equestrian Center Culvert - Final Bid Documents, Permit Processing, Engineering Services During Bidding and Construction

Dear Amelia,

Per our Master Services Agreement executed 10-08-24, between Rancho Murieta Community Services District and Domenichelli & Associates Inc, we are requesting authorization to proceed on Amendment #1 to Task Order RM-062 described as follows.

This letter represents our estimated scope and budget for Final Bid Documents, Permit Processing, Bid Services and Services During Construction for the Equestrian Center Culvert Project (Task Order-062). We understand that the District would like to go forward with the bidding and construction for the new channel crossing for the Rancho Murieta Equestrian Center. This Amendment will produce final biddable culvert design documents for the crossing, bid services to include bid documents for 2 to 3 contractors of choice by the District, permit processing assuming an exemption due to the emergency project declaration and typical engineering services during construction.

The following is a detailed scope of services to complete the project as described above.

Scope of Services:

Task 1 Develop Final Bid Documents:

- a. ***Final Design Plans with Technical Specifications on the Plan set:*** D&A finalize the plans and have them ready for distribution to selected contractors. D&A will also produce a bid list with descriptions and instructions for bidding.
- b. ***Engineer's Estimate of Probable Costs:*** D&A will provide the Engineer's Estimate of Probable Construction Costs for District review and use.

Task 2- Permit Processing:

- a. ***Process Environmental Permit(s):*** EN2 Resources will submit an application for a Statutory Exemption Permit under a declaration for an emergency project. If granted, this would satisfy CEQA requirements. Other permits and exemptions will be necessary as



listed below, however, the CEQA exemption would streamline the process to begin construction. EN2 will consult with all agencies to gain approval to move forward.

AGENCY	PERMIT TYPE
CEQA	Notice of Exemption
ARMY COE	Nationwide Permit
CA Dept F&W	Streambed Alteration Agreement -1600 & Emergency Exemption

Task 3- Engineering Services During Bidding:

- a. **Answer Contractor Questions During Bidding:** D&A will distribute design plans to selected contractors, attend a pre-bid meeting held at the site describing the project and allowing contractors to ask any questions. Written answers to questions will be provided to all contractors.
- b. **Addenda Submittal:** D&A will provide one (1) addendum to the design documents if warranted by contractor questions.
- c. **Review Bids and Select Contractor:** D&A will review the bids along with District and MEC representatives and make a selection of the preferred contractor. District Legal and Administrative staff will prepare the contract for processing.
- d. **Pre-construction Meeting:** D&A will provide conformed for construction drawings and conduct a pre-construction meeting with the contractor at the District Headquarters. District management and inspection staff shall attend this meeting.
- e. **Review Contractor Submittals:** D&A will review all material submittals (Assume 8 submittals) for completeness and conformance with the design documents. Review forms will be provided to the contractor with conditions for re-submittal or approval by the Engineer.
- f. **Review Change Requests and Request for Information and Provide Design Changes as Required:** D&A will review contractor's change order (CO) requests and requests for information (RFIs) and will respond accordingly. If warranted, D&A will make design changes as needed. This effort assumes two (2) COs and six (6) RFIs.
- g. **Site Visits and Final Inspection:** D&A will visit the site as needed to assist the District inspection staff in identifying construction discrepancies from the design documents, improper construction and providing approval of completed work during construction. We anticipate 4 site visits and one final inspection for this effort. When all punch list items are complete by the contractor to the satisfaction of the District, D&A will issue a final acceptance letter.
- h. **Record (As-Built) Drawings:** D&A will prepare a set of Record Drawings to incorporate all changes during construction and submit them to the District.

Project Deliverables: 1) Final Bid Documents; 2) Environmental Permit Application; 3) Bid Results Table; 4) Addendum; 5) Conformed Drawings; 6) Submittal Log and Review Forms; 7) Design Changes; 8) Site Visit Reviews and Final Punchlist; 8) Final Acceptance Letter; 9) Record Drawings- One electronic file and one hard copy set.



DOMENICHELLI AND ASSOCIATES, INC.

CIVIL ENGINEERING

FEE ESTIMATE

Rancho Murieta Community Services District								Fee Estimate	
Equestrian Center Culvert Amendment #1								April 2, 2026	
Tasks	Labor				Total Hours	Total Labor Costs	Enviro. Consulting EN2	ODCs	Total Total Fee
	QA/QC	Project Manager 1	Project Engineer 1	Staff Engineer 2					
	Joe D	Daryl H	Matt D	Elias M					
Task 1: Develop Final Bid Documents									
1a. Final Plans & Specifications for Bidding	18	4	16	16	54	\$9,468		\$150	\$9,618
1b. Final Engineer's Estimate	2	1	6	8	17	\$2,674			\$2,674
Subtotal Task 1:	20	5	22	24	71	\$12,142	0	150	\$12,292
Task 2: Permit Processing									
2a. Process Environmental Permits	2		6		8	\$1,432	\$19,250	\$100	\$20,782
Subtotal Task 2:	2	0	6	0	8	\$1,432	\$19,250	\$100	\$20,782
Task 3: Engineering Services During Bidding & Construction									
3a. Pre-Bid & Respond to Contractor Questions	3	8	12		23	\$4,262			\$4,262
3b. Addenda Submittal (1)	2		16	4	22	\$3,612			\$3,612
3c. Review Bids & Select a Contractor	2	2	2		6	\$1,172			\$1,172
3d. Preconstruction Meeting & Conformed Drawings	4		8	4	16	\$2,720		\$200	\$2,920
3e. Review Contractor Submittals (8)	8	6	20		34	\$6,276			\$6,276
3f. Process Change Orders(2) and RFIs (6)	8	6	12	24	50	\$8,068			\$8,068
3g. Site Visits & Final Inspection (5 visits)	6	6	16	4	32	\$5,696		\$300	\$5,996
3h. Record Drawings	2	4	12	8	26	\$4,276			\$4,276
Subtotal Task 3:	35	32	98	44	209	\$36,082		\$500	\$36,582
TOTAL	57	37	126	68	288	\$49,656	\$19,250	\$750	\$69,656

Sincerely,

Joe Domenichelli
Domenichelli & Associates, Inc.

Authorization to Proceed by,

Rancho Murieta CSD Date

Rancho Murieta Community Services District

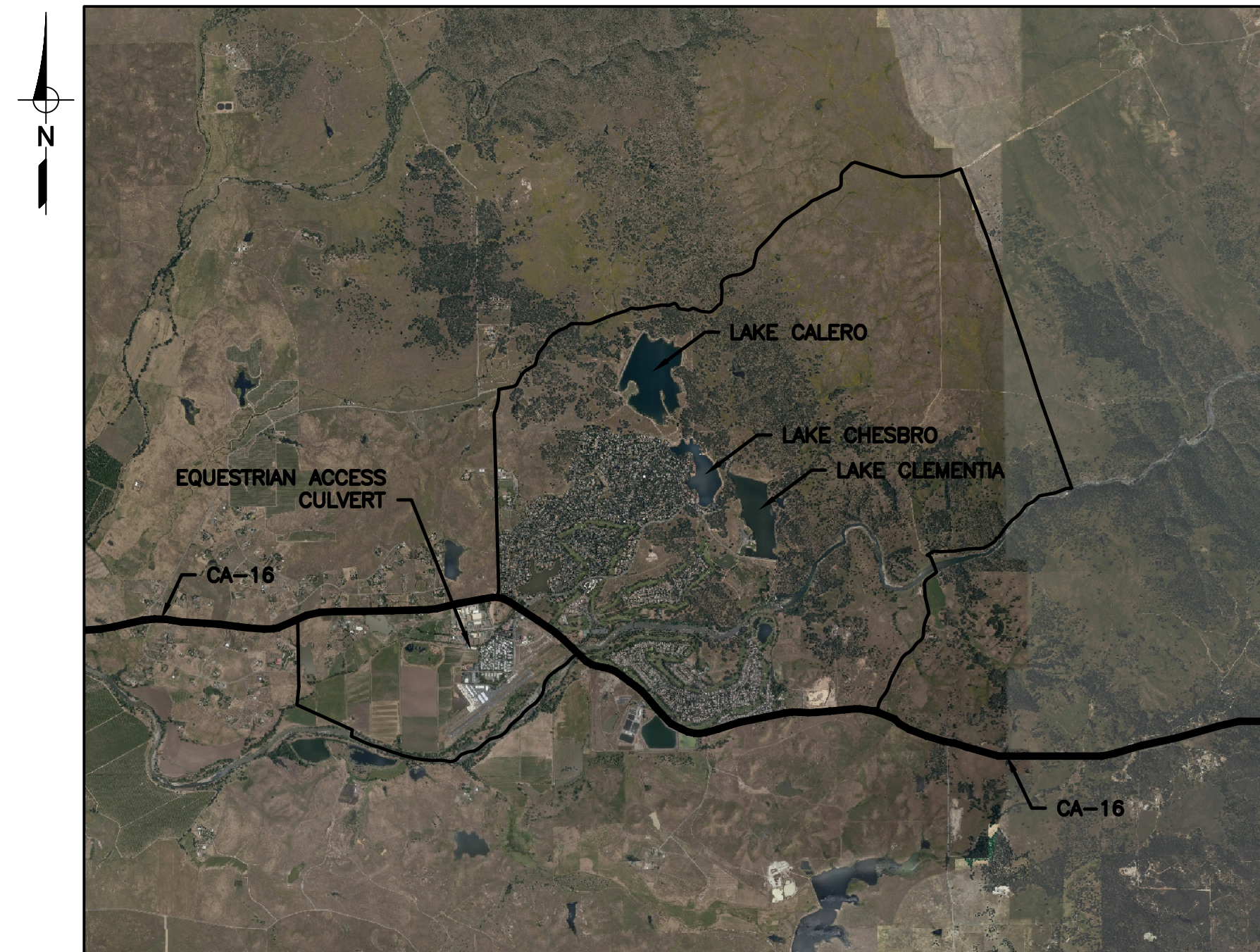
Culvert Renovation - CMP Culvert

Item	Description	Quantity	Units	Unit Price	Est. Amount
General					
1	Bonding and Insurance	1	LS	\$ 12,040	\$ 13,000
2	Administration, Construction Staking, and Permits	1	LS	\$ 9,030	\$ 10,000
3	Mobilization and Demobilization	1	LS	\$ 9,030	\$ 10,000
				Subtotal	\$ 33,000
Culvert Construction					
4	Demolition	1	LS	\$ 40,000	\$ 40,000
5	Excavation	200	CY	\$ 40	\$ 8,000
6	AB Bedding, Backfill, & Compaction	180	CY	\$ 150	\$ 27,000
7	Slurry Backfill	40	CY	\$ 150	\$ 6,000
8	Corrugated Steel Pipe Arch Culvert	144	LF	\$ 440	\$ 64,000
9	Culvert Installation	144	LF	\$ 100	\$ 15,000
10	Rock Channel Bottom	22	CY	\$ 500	\$ 11,000
11	4" Reinforced Shotcrete Embankment Stabilization	863	SF	\$ 30	\$ 26,000
12	Reinforced Concrete Pipe Collar W/ Concrete Key Footing and Curb	41	CY	\$ 1,800	\$ 74,000
13	Safety Railing	1	LS	\$ 30,000	\$ 30,000
				Subtotal	\$ 301,000
Total Cost					
				Construction Subtotal	\$ 334,000
				15% Contingency	\$ 51,000
				Total + Contingency	\$ 385,000

EQUESTRIAN ACCESS CULVERT

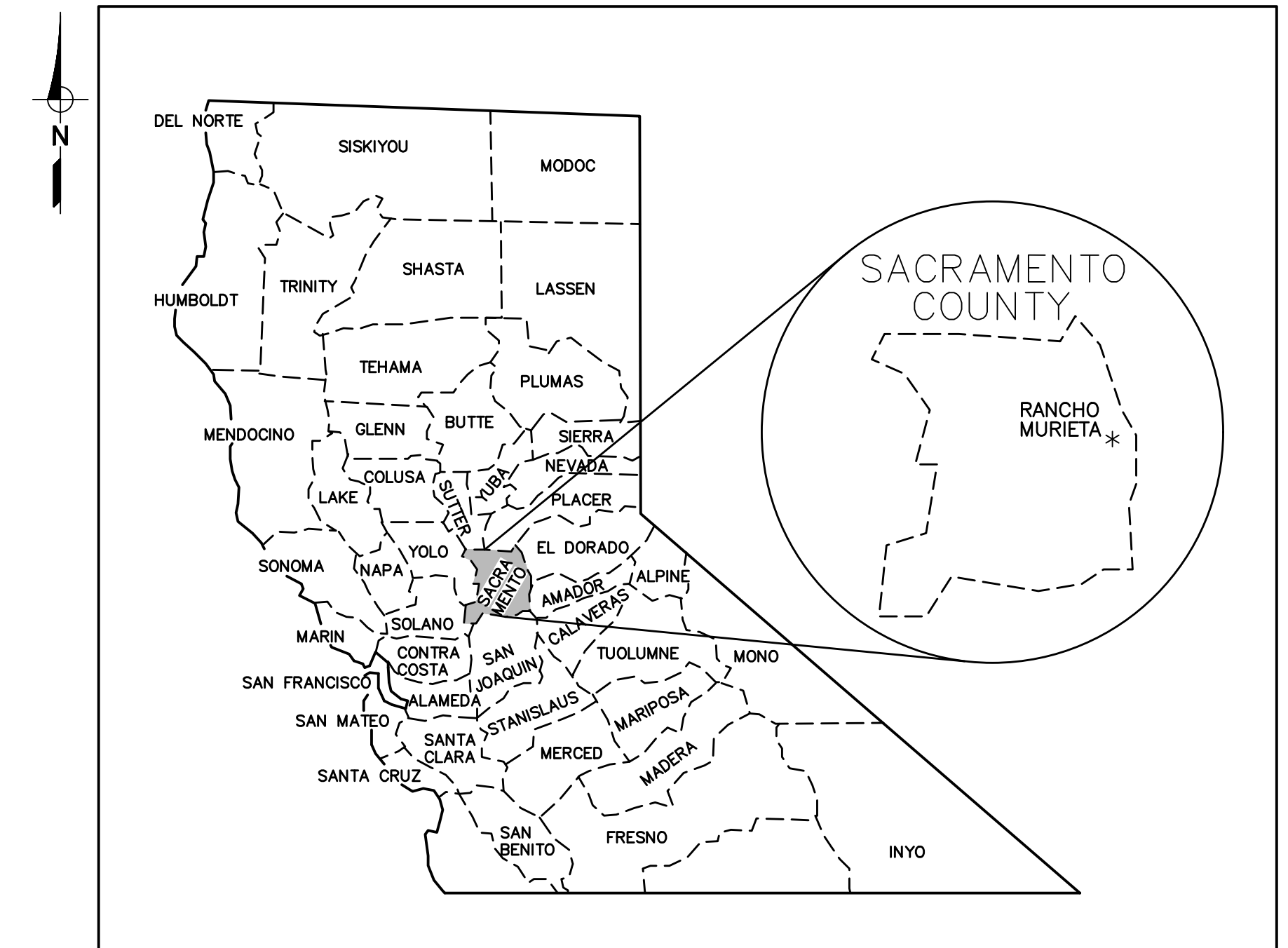
RANCHO MURIETA COMMUNITY SERVICES DISTRICT

APRIL 2026



PROJECT LOCATION MAP
NO SCALE

INDEX OF DRAWINGS		
Sheet Number	Sheet Title	Sheet Description
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2	G2	GENERAL NOTES, ABBREVIATIONS, & SYMBOLS
3	G3	SPECS 1
4	C1	CULVERT CROSSING PROFILE
5	C2	CULVERT CROSSING SECTION
6	D1	DETAILS 1



VICINITY MAP
NO SCALE

Board of Directors

- John Merchant - President
- Randy Jenco - Director
- Linda Butler - Director
- Tim Maybee - Director
- Bill Gere - Director

General Manager

Amelia Wilder

Head of Operations

Travis Bohanan

Z:\IRM-ON CALL 12-2024 TO 2027\IRM-062 EQUESTRIAN ACCESS CULVERT DESIGN\DWG\IRM-062 EQUESTRIAN ACCESS CULVERT - G SHEETS.DWG

REVISIONS				
REV	DESCRIPTION	DATE	BY	CHKD

WARNING
0 1"
AT FULL SCALE
(IF BAR IS NOT 1" - SCALE ACCORDINGLY)

DESIGNED: D. HEIGHER
DRAWN: M. DOMENICHELLI
CHECKED: J. DOMENICHELLI
DATE: APRIL 2026

DOMENICHELLI & ASSOCIATES
Domenichelli & Associates
5180 Golden Foothill Pkwy, Suite 220
El Dorado Hills, CA 95762
Ph: (916) 933-1997

These plans are preliminary drafts and are not to be used for anything except review. They are to be discarded after review. They are prepared under the responsible charge of Daryl W. Heigher, California license number C-82011.

Rancho Murieta
Community Services District



15160 Jackson Road, Rancho Murieta
(916) 354 3700

RANCHO MURIETA COMMUNITY SERVICES
PLANT DISCHARGE DIVERTER VALVE

COVER SHEET

DRAWING NUMBER G1
SHEET NUMBER 1 OF 6

GENERAL NOTES

1. WORK INCLUDED (BUT NOT LIMITED TO):
 - A. ALL WORK SHALL CONFORM TO THE APPLICABLE LOCAL, STATE AND FEDERAL CODES AND SPECIFICATIONS INCLUDING OSHA.
 - B. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ASSURE JOB SAFETY. LOCAL, STATE AND FEDERAL, INCLUDING OSHA, LAWS AND RULES SHALL BE ENFORCED BY THE CONTRACTOR AT ALL TIMES.
 - C. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (USA), (xxx) xxx-xxxx, 48 HOURS PRIOR TO ANY EXCAVATION. THE CONTRACTOR SHALL ALSO NOTIFY ALL OTHER UTILITIES, NOT IN USA, 48 HOURS PRIOR TO ANY EXCAVATION.
 - D. ALL STRUCTURES AND FACILITIES DAMAGED BY CONTRACTOR SHALL BE REPAIRED OR REPLACED AT CONTRACTOR'S EXPENSE.
2. PUBLIC SAFETY AND TRAFFIC CONTROL PLAN SHALL BE PROVIDED IN ACCORDANCE WITH THE GENERAL SPECIFICATIONS. SAFE VEHICULAR AND OPERATION STAFF ACCESS SHALL BE PROVIDED AT ALL TIMES DURING CONSTRUCTION.
3. EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND SACRAMENTO COUNTY BMPS.
4. THE TYPES, LOCATIONS, SIZES, AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE IMPROVEMENT PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS, AND DEPTHS OF SUCH UNDERGROUND UTILITIES. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES. HOWEVER, THE DISTRICT CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE DELINEATION OF SUCH UNDERGROUND UTILITIES NOR FOR THE EXISTENCE OF OTHER BURIED OBJECTS OR UTILITIES WHICH MAY BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ACTUAL LOCATIONS.
5. ALL CONSTRUCTION SHALL CONFORM TO THESE PLANS AND SPECIFICATIONS.
6. THE CONTRACTOR SHALL NOTIFY THE DISTRICT CONSTRUCTION INSPECTION SUPERVISOR AT (916) 354-3700 A MINIMUM OF 48 HOURS PRIOR TO INTENDED START OF WORK TO ARRANGE A PRE-CONSTRUCTION FIELD MEETING AND SHALL VERIFY AT THIS TIME THAT THE INSPECTOR HAS RECEIVED COPIES OF THE APPROVED PLANS. NO CONSTRUCTION MAY BE PERFORMED PRIOR TO THIS MEETING.
7. COMPLIANCE WITH NOISE RESTRICTIONS IS REQUIRED. HOURS OF CONSTRUCTION OPERATION SHALL BE LIMITED FROM 7:00 A.M. TO 6:00 P.M. WEEKDAYS. NO SATURDAY WORK SHALL BE ALLOWED UNLESS APPROVED BY THE DISTRICT. NO SUNDAY WORK IS APPROVED. CONSTRUCTION EQUIPMENT SHALL BE MUFFLED AND SHROUDED TO MINIMIZE NOISE LEVELS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
8. NO REFUELING, LUBRICATION, OR MAINTENANCE OF CONSTRUCTION VEHICLES SHALL BE DONE ANYWHERE ON THE SITE EXCEPT WITHIN APPROVED CONSTRUCTION STAGING AREAS.
9. ALL REFERENCED STANDARDS REFER TO THE EDITION IN FORCE AT THE TIME THESE PLANS AND SPECIFICATIONS ARE ISSUED.
10. WORK NOT INDICATED ON A PART OF THE DRAWINGS BUT REASONABLY IMPLIED TO BE SIMILAR TO THAT SHOWN AT CORRESPONDING PLACES SHALL BE REPEATED.
11. IN ANY CASE OF CONFLICT BETWEEN THE NOTES, DETAILS AND SPECIFICATIONS, THE MOST RIGID REQUIREMENTS SHALL GOVERN. CONTRACTOR SHALL MAKE NO DEVIATION FROM CONTRACT DOCUMENTS WITHOUT WRITTEN APPROVAL OF THE ENGINEER.
12. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AND COORDINATE WITH DRAWINGS, DRAWINGS FROM OTHER CONSULTANTS, PROJECT SHOP DRAWINGS AND FIELD CONDITIONS.
13. THE CONTRACTOR SHALL PROTECT EXISTING FACILITIES, STRUCTURES AND UTILITY LINES FROM ALL DAMAGE.
14. JOB SAFETY AND CONSTRUCTION PROCEDURES ARE THE RESPONSIBILITY OF THE CONTRACTOR.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBCONTRACTING A QUALIFIED LOCAL GEOTECHNICAL CONSULTANT/FIRM TO PERFORM ALL SERVICES RELATED TO SITE PREPARATION, COMPACTION AND OTHER ASSOCIATED GEOTECHNICAL REQUIREMENTS.
16. POTENTIAL FOR SUMMER STORMS - CONTRACTOR SHALL BE RESPONSIBLE FOR COFFER DAM CONSTRUCTION WITH PUMPED BYPASS, OR GRAVITY BYPASS TO MAINTAIN A DRY WORK AREA.

LEGEND & SYMBOLS

- WATER VALVE
- LIGHT POLE
- SIGN
- PROPERTY LINE
- FENCE
- WOOD FENCE
- CONTOUR ELEVATION
- POINT ELEVATION
- TREES
- SHRUB
- DRAINAGE COURSE OR FLOW LINE
- EXISTING GROUND CONTOUR
- FINISH GRADE CONTOUR
- STRUCTURAL CONTINUATION
- EXISTING GRAVEL
- NATIVE SOIL
- CONCRETE
- COMPACTED AB
- SLURRY BACKFILL
- RIPRAP
- 4" SHOTCRETE SLOPE STABILIZATION
- 10" CONCRETE COLLAR

ABBREVIATIONS

AC	ASPHALT CONCRETE	NTS	NOT TO SCALE
AB	AGGREGATE BASE	OC	ON CENTER
ARV	AIR RELEASE VALVE	OF	OVERFLOW
		OZ	OUNCE
BF	BLIND FLANGE	PE	PLAIN END
BFV	BUTTERFLY VALVE	PL	PLATE (STEEL)
BLDG	BUILDING	PLYWD	PLYWOOD
BM	BENCH MARK	PRESS	PRESSURE
BOF	BOTTOM OF FLANGE	PL	PROPERTY LINE
BW	BACKWASH WATER	PSI	POUND PER SQUARE INCH
		PW	POTABLE WATER
CIP	CAST IN PLACE	R OR RAD	RADIUS
CLG	CEILING	RD	ROAD
CLR	CLEAR	RDW	REDWOOD
CL	CENTERLINE	RED	REDUCER
CMP	CORRUGATED METAL PIPE	RM	ROOM
CO	CLEANOUT	RO	ROUGH OPENING
CONC	CONCRETE	RTN	RETURN
CONT	CONTINUOUS	RV	ROOF VENT
CPLG	COUPLING	R/W	RIGHT-OF-WAY
C TO C	CENTER TO CENTER		
CV	CHECK VALVE		
d	PENNY (NAIL SIZE)	SCHED	SCHEDULE
DET	DETAIL DIA	SEC	SECTION
DIA	DIAMETER	SH	SHEET
DIP	DUCTILE IRON PIPE	SHTG	SHEATHING
DWG	DRAWING	SPEC	SPECIFICATIONS
		SQ	SQUARE
(E)	EXISTING	SST	STAINLESS STEEL
EA	EACH	STA	STATION
ECC	ECCENTRIC	STD	STANDARD
EG	EXISTING GRADE	STL	STEEL
EL	ELEVATION	STRL	STRUCTURAL
ELB	ELBOW	STRUCT	STRUCTURE
ELEC	ELECTRIC, ELECTRICAL		
ESEW	EMERGENCY SHOWER & EYEWASH	TAN	TANGENT
EW	EACH WAY	TBG	TUBING TECH
EXH	EXHAUST	TEMP	TEMPERATURE OR TEMPORARY
EX	EXISTING	THD	THREAD
EXIST	EXISTING	TOC	TOP OF CURB
		TOG	TOP OF GRATE
		TOP	TOP OF PIPE
FC	FLEXIBLE COUPLING	TOR	TOP OF ROCK
FCA	FLANGED COUPLING ADAPTER	TOW	TOP OF WALL
FCTRY	FACILITY	TYP	TYPICAL
FD	FLOOR DRAIN	TW	TREATED WATER
FDN	FOUNDATION		
FF	FINISH FLOOR	UNO	UNLESS NOTED OTHERWISE
FG	FINISH GRADE		
FIG	FLOOR	V	VENT, VOLT
FL	FLOOR	VAC	VACUUM
FLG	FLANGE FL FLOW LINE	VTR	VENT THRU ROOF
FM	FORCE MAIN		
FT	FOOT OR FEET	WM	WATER METER
FTG	FOOTING	WW	WASTE WATER
GA	GAGE		
GAL	GALLON		
GALV	GALVANIZED		
GV	GATE VALVE		
HDW	HARDWARE		
HORIZ	HORIZONTAL		
HP	HORSEPOWER		
HR	HOSE RACK		
IE	INVERT ELEVATION		
IN	INCH		
INSUL	INSULATION		
INV	INVERT		
JT	JOINT		
KIP	THOUSAND POUNDS		
KW	KILOWATT		
L	ANGLE		
LB	POUNDS		
LF	LINEAR FEET		
LT	LEFT		
LR	LONG RADIUS		
MAX	MAXIMUM		
MECH	MECHANICAL		
MFR	MANUFACTURER		
MH	MANHOLE		
MIN	MINIMUM		
MISC	MISCELLANEOUS		
MJ	MECHANICAL JOINT		
MO	MASONRY OPENING		
(N)	NEW		
NO OR #	NUMBER		

ARCHAEOLOGY NOTE

SHOULD ANY CULTURAL RESOURCES, SUCH AS STRUCTURAL FEATURES, UNUSUAL AMOUNTS OF BONE OR SHELL, ARTIFACTS, HUMAN REMAINS, OR ARCHITECTURAL REMAINS BE ENCOUNTERED DURING ANY DEVELOPMENT ACTIVITIES, WORK SHALL BE SUSPENDED AND THE OWNER SHALL BE NOTIFIED IMMEDIATELY. CONTRACTOR SHALL COMPLY WITH ALL CONTRACT REQUIREMENTS FOR PROTECTION OF CULTURAL AND ARCHITECTURAL RESOURCES.

CONSTRUCTION WATER

ALL CONSTRUCTION WATER TO BE OBTAINED FROM A LOCATION APPROVED BY THE RANCHO MURIETA COMMUNITY SERVICES DISTRICT.

Z:\IRM-ON CALL 12-2024 TO 2027\IRM-062 EQUESTRIAN ACCESS CULVERT DESIGN\DWG\IRM-062 EQUESTRIAN ACCESS CULVERT - G SHEETS.DWG

REVISIONS				
REV	DESCRIPTION	DATE	BY	CHKD

WARNING

0 1"

AT FULL SCALE

(IF BAR IS NOT 1" - SCALE ACCORDINGLY)

DESIGNED: D. HEIGHER

DRAWN: M. DOMENICHELLI

CHECKED: J. DOMENICHELLI

DATE: APRIL 2026

DOMENICHELLI & ASSOCIATES

Domenicelli & Associates Ph: (916) 933-1997

5180 Golden Foothill Pkwy, Suite 220

El Dorado Hills, CA 95762

These plans are preliminary drafts and are not to be used for anything except review. They are to be discarded after review. They are prepared under the responsible charge of Daryl W. Heigler, California license number C-62011.

Rancho Murieta
Community Services District

15160 Jackson Road, Rancho Murieta
(916) 354 3700

RANCHO MURIETA COMMUNITY SERVICES
PLANT DISCHARGE DIVERTER VALVE

**GENERAL NOTES,
ABBREVIATIONS, & SYMBOLS**

DRAWING NUMBER	G2
SHEET NUMBER	2 OF 6

FOUNDATION NOTES

- FOUNDATIONS ARE DESIGNED ASSUMING ADEQUATE SOIL COMPACTION AND SITE PREPARATION. GEOTECH SHALL BE RESPONSIBLE FOR DETERMINING SATISFACTORY SITE PREPARATION HAS BEEN ACHIEVED PRIOR TO CONSTRUCTION OF EMBANKMENT FOUNDATION.
- ALL EXISTING FILL MATERIALS SHALL BE OVER-EXCAVATED AND RE-COMPACTED AND THE NATIVE SOILS SHALL BE ADEQUATELY PROCESSED IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECH.
- ALL MATERIALS PLACED AS FILL ON THE SITE SHALL BE PLACED AS "ENGINEERED FILL"
- ENGINEERED FILL SHALL BE PLACED AT A MINIMUM RELATIVE COMPACTION OF 95%
- DEPENDING ON MOISTURE CONDITION OF THE SOILS, THE ENGINEERED FILL MAY REQUIRE MOISTURE CONDITIONING TO ACHIEVE SUITABLE COMPACTION.
- EMBANKMENT FOUNDATION SHALL BEAR ON FIRM, DRY SOIL. DEPTHS INDICATED ON THE PLANS SHALL BE THE MINIMUM DEPTH OF FOOTING. THE CONTRACTOR SHALL NOTIFY THE ENGINEER WHEN CONDITIONS ON THE JOB SITE DIFFER FROM THOSE INDICATED IN THE CONTRACT DOCUMENTS.
- CONTRACTOR SHALL BE FAMILIAR WITH THE SUBSURFACE CONDITIONS BEFORE COMMENCING EXCAVATION.
- CONTRACTOR SHALL BE RESPONSIBLE TO ADEQUATELY PROTECT ALL EXCAVATION SLOPES. WHERE NECESSARY, SHEETING AND SHORING OF EXCAVATION SHALL BE PROVIDED WITH ALL REQUIRED TIEBACKS AND BRACING.
- MATERIAL FOR ENGINEERED FILL SHALL MEET THE FOLLOWING CRITERIA: SELECT EXCAVATED GRAVEL OR STONE MATERIALS FREE OF ORGANIC MATERIAL, LOAM, TRASH, SNOW, ICE, FROZEN SOIL, AND OTHER OBJECTIONABLE MATERIAL, CONFORMING TO THE GRADATION REQUIREMENTS AS FOLLOWS:

SIEVE SIZE	3-1/2"	3/4"	#4
% PASSING (BY WEIGHT)	100%	50-100%	25-75%

- THE FRACTION PASSING THE NO. 200 SIEVE SHALL BE LESS THAN 15% OF THE FRACTION PASSING THE NO. 4 SIEVE.
- STRUCTURAL FILL MATERIAL SHALL BE PLACED IN UNIFORM 8" THICK LOOSE LIFTS AND COMPACTED TO 95% OF ITS MAXIMUM DRY DENSITY, AT OPTIMUM MOISTURE CONTENT, IN ACCORDANCE WITH ASTM D1557-93.
 - SOIL COMPACTION SHALL BE CONTROLLED BY THE GEOTECHNICAL ENGINEER. TAKE A MINIMUM OF ONE FIELD DENSITY TEST FOR EACH LAYER. LOCATION OF TEST SHALL BE DETERMINED BY THE GEOTECHNICAL ENGINEER.

REINFORCED CONCRETE NOTES

- WATER/CEMENT RATIO SHALL NOT EXCEED 0.45
- CEMENT SHALL CONFORM TO ASTM C-150, TYPE 1 OR 2.
- CONCRETE AGGREGATES SHALL CONFORM TO ASTM C-33.
- REMOVE ALL DEBRIS FROM THE FORMS BEFORE POURING ANY CONCRETE. NO WOOD FORM SPREADERS OR WOOD STAKES SHALL BE USED IN AREAS TO BE CONCRETED.
- REINFORCING DOWELS, BOLTS, ANCHORS AND OTHER ITEMS TO BE EMBEDDED IN CONCRETE SHALL BE SECURELY POSITIONED BEFORE PLACING CONCRETE.
- MAXIMUM FREE FALL OF CONCRETE SHALL NOT EXCEED 5 FEET.
- CONSOLIDATE CONCRETE BY MECHANICAL VIBRATION SUPPLEMENTED BY HAND RODDING OR TAMPING. USE EQUIPMENT AND PROCEDURES FOR CONSOLIDATION OF CONCRETE IN ACCORDANCE WITH THE RECOMMENDATIONS OF ACI 309 TO SUIT THE TYPE OF CONCRETE AND PROJECT CONDITIONS.
- CONSTRUCTION JOINTS SHALL BE ROUGH AND ALL LAITANCE REMOVED FROM THE SURFACE. CONCRETE MAY BE ROUGHENED BY CHIPPING THE ENTIRE SURFACE, SAND BLASTING OR HOSING THE SURFACE AFTER THE POUR WITH A FINE WATER SPRAY. OBTAIN STRUCTURAL ENGINEER'S APPROVAL FOR ANY CONSTRUCTION JOINTS NOT DETAILED ON PLANS.
- WALLS SHALL BE POURED IN HORIZONTAL LAYERS OF 2 FEET MAXIMUM.
- CONCRETE IN WALLS, PIERS OR COLUMNS SHALL SET AT LEAST 2 HOURS BEFORE PLACING CONCRETE BEAMS, SPANDRELS OR SLABS SUPPORTED THEREON.
- ALL FORMWORK SHALL REMAIN IN PLACE FOR THE PERIODS OF TIME SPECIFIED IN THE ACI CODE AS A MINIMUM.
- ALL CONCRETE SHALL BE CURED BY AN APPROVED METHOD.
- FOLLOW THE ACI RECOMMENDATIONS FOR PLACING AND CURING CONCRETE DURING HOT OR COLD WEATHER CONDITIONS.
- UNLESS NOTED OTHERWISE ON PLANS THE CONTRACTOR SHALL PROVIDE SLAB JOINTS AT A MAXIMUM SPACING OF 25' IN EACH DIRECTION. WALL JOINTS SHALL ALIGN WITH SLAB JOINTS.
- STRUCTURAL CONCRETE AND CONCRETING PRACTICES SHALL CONFORM WITH ACI-318, "AMERICAN CONCRETE INSTITUTE, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE", CURRENT EDITION. DETAILS SHALL BE IN ACCORDANCE WITH ACI-315, "DETAILS AND DETAILING OF CONCRETE REINFORCEMENT" UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- ALL ACI REQUIREMENTS FOR HOT AND COLD WEATHERING CONCRETING MUST BE ADHERED TO.
- CONCRETE SHALL HAVE A MIN. COMPRESSIVE STRENGTH AT 28 DAYS AS FOLLOWS UNLESS OTHERWISE NOTED ON THE DRAWINGS:
 - ALL CONCRETE: 4000 PSI, NORMAL WEIGHT
- ALL REINFORCING BARS SHALL CONFORM TO ASTM A615, GRADE 60.
- WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185. SUPPORT WIRE FABRIC WITH CHAIRS OR LIFTS, DURING CONCRETE PLACEMENT TO INSURE PROPER POSITION IN SLAB.
- ALL REINFORCEMENT SHALL BE SECURELY HELD IN PLACE WHILE PLACING CONCRETE. IF REQUIRED, ADDITIONAL BARS OR STIRRUPS SHALL BE PROVIDED BY THE CONTRACTOR TO SUPPORT ALL BARS.
- ALL REINFORCING BARS SHALL BE LAPPED AS SPECIFICALLY DETAILED ON THE DRAWINGS. SPLICING & EMBEDMENTS SHALL BE IN ACCORDANCE W/ ACI 318 WHERE NOT SPECIFICALLY INDICATED ON THE DRAWINGS. ALL REINFORCING BARS SHALL BE LAPPED USING THE TENSION SPLICE LENGTHS IN THE LAP SPLICE SCHEDULE:
 - LAP GRADE BEAM AND WALL TOP HORIZONTAL REINFORCEMENT AT CENTER OF SPAN.
 - LAP GRADE BEAM AND WALL BOTTOM HORIZONTAL REINFORCEMENT AT SUPPORT.
 - LAP INSIDE FACE WALL VERTICAL REINFORCEMENT AT SUPPORT.
 - LAP OUTSIDE FACE VERTICAL WALL REINFORCEMENT AT MID-HEIGHT OF WALL.
 - UNLESS OTHERWISE NOTED, TERMINATE BARS AT DISCONTINUOUS ENDS WITH STANDARDS HOOKS.
 - ALL HOOKED BARS NOT DIMENSIONED SHALL BE STANDARD HOOKS.
- MINIMUM CONCRETE COVER SHALL BE AS FOLLOWS, UNLESS NOTED OTHERWISE ON THE DRAWINGS:
 - SLABS: 3/4 INCH
 - WALLS: 1 INCH
 - COLUMNS: 1-1/2 INCHES
 - ALL FORMED CONCRETE EXPOSED TO WEATHER OR EARTH: 2 INCHES
 - ALL CONCRETE PLACED AGAINST EARTH: 3 INCHES
- NO CONCRETE TEST WILL BE ACCEPTED IF CONCRETE IS TAMPERED WITH IN ANY WAY AFTER SAID TEST IS PERFORMED. REPEAT TEST IF WATER IS ADDED AFTER INITIAL SAMPLING.
- THE CONTRACTOR SHALL PROVIDE THE REINFORCING STEEL ERECTOR WITH A SET OF APPROVED SHOP DRAWINGS FOR FIELD USE.
- ALL ADJOINING SURFACES NOT CAST MONOLITHICALLY SHALL BE ROUGHENED TO 1/4" AMPLITUDE FOR THE ENTIRE INTERSECTING SURFACE ACCORDING TO ACI RECOMMENDATIONS AND APPLY A BONDING AGENT.
- CONTRACTOR SHALL FIELD VERIFY DIMENSIONS AND LOCATIONS OF ALL OPENINGS, PIPE SLEEVES, CURBS, ETC., AS REQUIRED BY OTHER TRADES BEFORE CONCRETE IS PLACED.

FORMWORK AND SHORING NOTES

- SHORES SHALL BE DESIGNED AND DETAILED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF CALIFORNIA AND RETAINED BY THE CONTRACTOR. DRAWINGS ILLUSTRATING THE SHORING SYSTEM AND SEQUENCING SHALL BE SIGNED AND SEALED BY SAID ENGINEER.
- DESIGN AND ERECT FORMS AND SHORES IN ACCORDANCE WITH ACI-347. DESIGN FORMS AND SHORES FOR HORIZONTAL CONCRETE MEMBERS FOR NOT LESS THAN DEAD LOAD PLUS 50 PSF CONSTRUCTION LOAD AND FOR THE CUMULATIVE LOADS OF SUPPORTING FLOOR SLABS. DESIGN SHORES WITH A MIN. FACTOR OF SAFETY OF 3.
- PROVIDE TEMPORARY BRACING AS NEEDED TO ENSURE STABILITY OF STRUCTURE DURING CONSTRUCTION.

CONTRACTORS DESIGN RESPONSIBILITY

- PROJECT ITEMS ASSOCIATED WITH FABRICATION, ERECTION AND CONTRACTORS MEANS AND METHODS AND REQUIRING STRUCTURAL DESIGN ARE THE RESPONSIBILITY OF THE CONTRACTOR.
- THE CONTRACTOR SHALL RETAIN THE SERVICES OF A PROFESSIONAL CIVIL OR STRUCTURAL ENGINEER REGISTERED IN THE STATE OF CALIFORNIA TO PERFORM THE DESIGN OF THESE ITEMS.
- THE FOLLOWING SPECIAL INSPECTIONS ARE REQUIRED TO BE PERFORMED IN ACCORDANCE THE BUILDING CODE OF THE STATE OF CALIFORNIA, LATEST EDITION. SPECIAL INSPECTIONS INCLUDE CONCRETE CONSTRUCTION, SOILS COMPACTION, ANCHOR BOLTS

DEMOLITION AND SITE PREPARATION

- DEMOLITION AND SITE PREPARATION INCLUDES ALL CLEARING, GRUBBING AND DEMOLITION WORK.
- IN GENERAL, THE DEMOLITION WILL INCLUDE:
 - CLEARING AND GRUBBING.
 - REMOVAL AND DISPOSAL OF EXISTING CMP CULVERTS.
 - THE REMOVAL AND DISPOSAL OF ANY MATERIAL, DEBRIS AND APPURTENANCES AS REQUIRED TO COMPLETE THE WORK.
 - OTHER DEMOLITION AS REQUIRED TO COMPLETE THE WORK.
- IT IS THE RESPONSIBILITY OF THE GRADING CONTRACTOR TO REMOVE EXCESS ORGANICS FROM THE FILL MATERIALS
- NO MORE THAN 2 PERCENT OF ORGANIC MATERIAL, BY WEIGHT, SHALL BE ALLOWED WITHIN THE FILL MATERIALS AT ANY GIVEN LOCATION.
- ALL EXISTING LOOSE OR SATURATED NATIVE SOILS AND UNDOCUMENTED FILLS SHALL BE OVER-EXCAVATED DOWN TO FIRM NATIVE SOILS AND BACKFILLED WITH ENGINEERED FILL.
- EXPOSED GRADES, FOLLOWING INITIAL SITE PREPARATION ACTIVITIES AND OVER-EXCAVATION OPERATIONS, SHALL BE SCARIFIED TO A MINIMUM DEPTH OF 8 INCHES AND COMPACTED TO THE REQUIREMENTS FOR ENGINEERED FILL.
- EXPOSED GRADES SHALL BE IN A FIRM AND UNYIELDING STATE. DEMOLITION SHALL BE PERFORMED IN SUCH A MANNER AS TO NOT HARM ADJACENT STRUCTURES, EQUIPMENT, EXISTING LANDSCAPING OR NATURAL VEGETATION.
- EXISTING FACILITIES NOT SCHEDULED FOR DEMOLITION, WHICH ARE DAMAGED BY CONSTRUCTION ACTIVITIES, SHALL BE REPAIRED OR REPLACED AT THE DISTRICT'S DISCRETION AND AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL PROVIDE SUCH PROTECTION AND MEANS AS MAY BE REQUIRED TO TRANSFER MATERIAL TO THE GROUND.
- THROWING, DROPPING OR PERMITTING THE FREE FALL OF MATERIAL AND DEBRIS FROM HEIGHTS WHICH WOULD CAUSE DAMAGE TO OTHER WORK, EXISTING STRUCTURES, OR EQUIPMENT; UNDUE NOISE OR NUISANCE; OR EXCESSIVE DUST IS EXPRESSLY PROHIBITED.
- PROTECT EXISTING TREES AND OTHER VEGETATION TO REMAIN AGAINST DAMAGE.
- DO NOT SMOTHER TREES BY STOCKPILING CONSTRUCTION MATERIALS OR EXCAVATED MATERIALS WITHIN DRIP LINE.
- DO NOT PERMIT FOOT OR VEHICULAR TRAFFIC OR PARKING OF VEHICLES WITHIN DRIP LINE.
- PROVIDE TEMPORARY PROTECTION AS REQUIRED.
- THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE WHEN DEMOLITION IS COMPLETE.
- THE SITE OF ALL OPEN-CUT EXCAVATIONS AND AREAS TO BE CLEARED, SHALL BE CLEARED AND GRUBBED PRIOR TO EXCAVATION.
- UNLESS OTHERWISE SPECIFIED, THE CONTRACTOR SHALL REMOVE OBSTRUCTIONS SUCH AS BRUSH, TREES, LOGS, ROOTS, ROOT BALLS, HEAVY SOD, VEGETATION, ROCK, STONES LARGER THAN 6 INCHES IN ANY DIMENSION, BROKEN OR OLD CONCRETE AND PAVEMENT, DEBRIS, AND STRUCTURES.
- CLEARING AND GRUBBING IN AREAS OF STRUCTURAL IMPROVEMENT SUCH AS CONCRETE STRUCTURES SHALL BE CLEARED AND GRUBBED AS ABOVE EXCEPT THAT OBSTRUCTIONS LARGER THAN 2 INCHES IN ANY DIMENSION SHALL BE REMOVED.
- WHERE CONTRACTOR IS DIRECTED ON THE DRAWINGS TO "DEMOLISH" OR "REMOVE" MATERIAL OR FACILITIES IT IS UNDERSTOOD THAT THE MATERIAL WILL BE REMOVED AND LEGALLY DISPOSED OF OFFSITE UNLESS SPECIFICALLY STATED OTHERWISE OR DIRECTED BY THE OWNER'S REPRESENTATIVE.
- TREES, VEGETATION, BRUSH SHALL BE DISPOSED OF IN A LAWFUL MANNER.
- MATERIALS AND DEBRIS GENERATED BY DEMOLITION ACTIVITIES SHALL NOT BE ALLOWED TO ACCUMULATE. DEBRIS SHALL BE REMOVED DAILY AND DISPOSED OF IN A LAWFUL MANNER.
- RESTORE ADJACENT STRUCTURES AND FACILITIES DAMAGED DURING DEMOLITION OR OTHER CONSTRUCTION TO ORIGINAL OR BETTER CONDITION.

GROUT

- NON-SHRINK GROUT: THIS TYPE OF GROUT SHALL BE USED WHEREVER GROUT IS REQUIRED, UNLESS ANOTHER TYPE IS SPECIFICALLY INDICATED.
- COMPRESSION TESTS AND FABRICATION OF SPECIMENS FOR NON-SHRINK GROUT WILL BE PERFORMED AS SPECIFIED IN ASTM C109. A SET OF THREE SPECIMENS WILL BE MADE FOR TESTING AT 7 DAYS, 28 DAYS, AND EACH ADDITIONAL TIME PERIOD AS APPROPRIATE.
- THE COST OF ALL LABORATORY TESTS ON GROUT WILL BE BORNE BY THE OWNER, BUT THE CONTRACTOR SHALL ASSIST THE OWNER'S REPRESENTATIVE IN OBTAINING SPECIMENS FOR TESTING. HOWEVER, THE CONTRACTOR SHALL BE CHARGED FOR THE COST OF ANY ADDITIONAL TESTS AND INVESTIGATION ON WORK PERFORMED WHICH DOES NOT MEET THE SPECIFICATIONS. THE CONTRACTOR SHALL SUPPLY ALL MATERIALS NECESSARY FOR FABRICATING THE TEST SPECIMENS.
- NON-SHRINK GROUT SHALL BE A PRE-PACKAGED, INORGANIC, NON-GAS-LIBERATING, NON-METALLIC, CEMENT-BASED GROUT REQUIRING ONLY THE ADDITION OF WATER. MANUFACTURER'S INSTRUCTIONS SHALL BE PRINTED ON EACH CONTAINER IN WHICH THE MATERIALS ARE PACKAGED. THE SPECIFIC FORMULATION FOR EACH CLASS OF NON-SHRINK GROUT INDICATED HEREIN SHALL BE THAT RECOMMENDED BY THE MANUFACTURER FOR THE PARTICULAR APPLICATION.
- NON-SHRINK GROUTS SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 5,000 PSI; SHALL HAVE NO SHRINKAGE (0.0 PERCENT) AND A MAXIMUM 4.0 PERCENT EXPANSION IN THE PLASTIC STATE WHEN TESTED IN ACCORDANCE WITH ASTM C827; AND SHALL HAVE NO SHRINKAGE (0.0 PERCENT) AND A MAXIMUM OF 0.2 PERCENT EXPANSION IN THE HARDENED

- STATE WHEN TESTED IN ACCORDANCE WITH CRD C 621.
- THE CONSISTENCY OF GROUTS SHALL BE THAT NECESSARY TO COMPLETELY FILL THE SPACE TO BE GROUTED FOR THE PARTICULAR APPLICATION.
- UNLESS OTHERWISE NOTED ON CONTRACT DRAWINGS, GROUT FOR BASE PLATES AND EQUIPMENT LEVELING SHALL HAVE FLOWABLE, SEMI-FLOWABLE, AND DRY PACK VISCOSITIES.
- FLOWABLE AND SEMI-FLOWABLE CONSISTENCIES REQUIRE FORMWORK.
- DRY PACK CONSISTENCY IS SUCH THAT THE GROUT IS PLASTIC AND MOLDABLE, BUT WILL NOT FLOW.
- MEASUREMENTS FOR GROUT SHALL BE MADE ACCURATELY BY VOLUME, USING CONTAINERS OF A SPECIFIC VOLUME. SHOVEL MEASUREMENT IS NOT AN ACCEPTABLE METHOD OF MEASUREMENT.

CAST-IN-PLACE ANCHOR BOLTS

- ANCHOR BOLTS SHALL BE USED FOR SECURING THE CMP TO THE CONCRETE COLLAR AS INDICATED ON THE DRAWINGS.
- BOLTS:
 - GALVANIZED STEEL THREADED RODS: ASTM A307 GRADE A.
 - MINIMUM NOMINAL DIAMETER: 5/8 INCH, UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- NUTS:
 - SAME MATERIAL AS THE BOLTS.
 - HEAVY HEXAGONAL.
- WASHERS:
 - SAME MATERIAL AS THE BOLTS.
 - FLAT WASHERS: ANSI B27.2.
 - LOCKING WASHERS: SPRING TYPE, ANSI B27.1.
- INSTALLATION REQUIREMENTS:
 - THE CMP PIPE SHALL BE SET AND ALIGNED PRIOR TO CASTING THE CONCRETE COLLAR.
 - ANCHOR BOLTS SHALL BE INSERTED THROUGH THE PREDRILLED OR PUNCHED HOLES IN THE CMP WALL.
 - ON THE EXTERIOR SIDE OF THE CMP, EACH BOLT SHALL BE SECURED WITH A NUT AND WASHER SANDWICH (ONE NUT AND WASHER AGAINST THE PIPE WALL, AND A SECOND NUT AND WASHER ON THE OUTSIDE) TO HOLD THE BOLT FIRMLY IN POSITION AND PREVENT MOVEMENT DURING CONCRETE PLACEMENT.
 - THE INTERIOR (EMBEDDED) END OF THE THREADED ROD SHALL PROJECT INTO THE CONCRETE COLLAR
 - BOLTS SHALL BE RIGIDLY SUPPORTED TO MAINTAIN ALIGNMENT AND CORRECT PROJECTION DURING CONCRETE PLACEMENT.
 - THE CMP PIPE WALL SHALL SERVE AS PART OF THE FORMWORK FOR THE CONCRETE COLLAR.
 - MINIMUM EMBEDMENT LENGTH, BOLT PROJECTION, AND SPACING SHALL BE AS SHOWN ON THE DRAWINGS.

DEWATERING

- THE CONTRACTOR SHALL PROVIDE AND MAINTAIN, AT ALL TIMES DURING CONSTRUCTION, AMPLE MEANS AND DEVICES WITH WHICH TO PROMPTLY REMOVE AND PROPERLY DISPOSE OF ALL WATER FROM ANY SOURCE ENTERING THE EXCAVATIONS OR OTHER PARTS OF THE WORK.
- DEWATERING EFFORTS FOR THE ARCH PIPE AND STRUCTURES SHALL COMMENCE WHEN GROUNDWATER IS FIRST ENCOUNTERED AND SHALL CONTINUE UNTIL THE SHOTCRETE HAS BEEN COMPLETED.
- THE CONTRACTOR SHALL DISPOSE OF THE WATER FROM THE WORK IN A SUITABLE MANNER WITHOUT DAMAGE TO ADJACENT PROPERTY. NO WATER SHALL BE DRAINED INTO WORK BUILT OR UNDER CONSTRUCTION WITHOUT PRIOR CONSENT OF THE ENGINEER. WATER SHALL BE DISPOSED IN SUCH A MANNER AS NOT TO BE A MENACE TO PUBLIC HEALTH.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL REQUIRED LOCAL AND STATE PERMITS AND COMPLY WITH ALL APPLICABLE REGULATORY REQUIREMENTS. THE CONTRACTOR SHALL PROVIDE THE DISTRICT WITH A DEWATERING PLAN CLEARLY SHOWING COMPLIANCE PRIOR TO ANY DEWATERING ACTIVITIES.

CORRECTION OF FAULTY GRADES

- ANY OVER-EXCAVATION CARRIED BELOW THE GRADE AS SPECIFIED OR SHOWN, SHALL BE RECTIFIED BY BACKFILLING WITH APPROVED MATERIAL, AND SHALL BE COMPACTED TO PROVIDE A FIRM AND UNYIELDING SUBGRADE AND/OR FOUNDATION, AS DIRECTED BY THE ENGINEER.
- STRUCTURE PROTECTION - TEMPORARY SUPPORT, ADEQUATE PROTECTION AND MAINTENANCE OF ALL UNDERGROUND AND SURFACE STRUCTURES, DRAINS, SEWERS AND OTHER OBSTRUCTIONS ENCOUNTERED IN THE PROGRESS OF THE WORK SHALL BE FURNISHED BY THE CONTRACTOR AT HIS EXPENSE AND SUBJECT TO THE APPROVAL OF THE ENGINEER. ANY STRUCTURE THAT HAS BEEN DISTURBED SHALL BE RESTORED UPON COMPLETION OF THE WORK.
- PROTECTION OF PROPERTY AND SURFACE STRUCTURES - TREES, SHRUBBERY, FENCES, AND POLES AND ALL OTHER PROPERTY AND SURFACE STRUCTURES SHALL BE PROTECTED UNLESS THEIR REMOVAL IS SHOWN ON THE DRAWINGS OR AUTHORIZED BY THE ENGINEER.

EXCESS EXCAVATED MATERIAL

- THE CONTRACTOR SHALL MAKE THE NECESSARY ARRANGEMENTS FOR AND SHALL REMOVE AND DISPOSE OF ALL EXCESS EXCAVATED MATERIAL. IT IS THE INTENT OF THESE SPECIFICATIONS THAT ALL SURPLUS MATERIAL NOT REQUIRED FOR BACKFILL OR FILL SHALL BE DISPOSED OF ON SITE. COORDINATE WITH INSPECTOR
- NO EXCAVATED MATERIAL SHALL BE DEPOSITED ON PRIVATE PROPERTY UNLESS WRITTEN PERMISSION FROM THE OWNER THEREOF IS SECURED BY THE CONTRACTOR. BEFORE THE CITY WILL ACCEPT THE WORK AS BEING COMPLETED, THE CONTRACTOR SHALL FILE A WRITTEN RELEASE SIGNED BY ALL PROPERTY OWNERS WITH WHOM HE HAS ENTERED INTO AGREEMENTS FOR DISPOSAL OF EXCESS EXCAVATED MATERIAL ABSOLVING THE DISTRICT FROM ANY LIABILITY CONNECTED THEREWITH.

GUARDRAIL

- GUARDRAIL:
 - MATERIAL: HOT-DIP GALVANIZED STEEL THAT MEETS ASTM A36.
 - DIMENSIONS: AS PER PROJECT REQUIREMENTS
 - LENGTH: AS PER PROJECT REQUIREMENTS
 - FINISH: GALVANIZED FINISH PER ASTM A123 OR EQUIVALENT STANDARD FOR CORROSION RESISTANCE.
- BRACKET:
 - MATERIAL: 3/8" GALVANIZED STEEL PLATE, COMPATIBLE WITH GUARDRAIL MATERIAL.
 - DESIGN: HEAVY-DUTY, CORROSION-RESISTANT BRACKET, SUITABLE FOR SECURE ATTACHMENT TO VERTICAL OR HORIZONTAL SURFACES.

- DIMENSIONS: CUSTOMIZABLE TO FIT AND SUPPORT GUARDRAILS AS PER PROJECT REQUIREMENTS. 14"x5.5" PLATE WITH 30 DEG BEND, TYP.
- FINISH: HOT-DIP GALVANIZED, SAME AS GUARDRAIL FOR CONSISTENT CORROSION PROTECTION.
- MOUNTING: INCLUDES PRE-PUNCHED 25/32" SQUARE HOLES IN BRACKET AND C-CHANNEL WITH HOT DIP GALVANIZED STEEL 3/4"-10x5" CARRIAGE BOLTS
- STRENGTH: DESIGNED FOR LONG-TERM PERFORMANCE UNDER TYPICAL LOADING CONDITIONS AND TO PREVENT BENDING OR DEFORMATION.
- CARRIAGE BOLT
 - SIZE: 3/4"-10X5" CARRIAGE BOLTS
 - HEAD STYLE: ROUND DOMED HEAD WITH SQUARE NECK
 - MATERIAL/GRADE: ASTM A307 GRADE A
 - FINISH: HOT DIP GALVANIZED STEEL ASTM F2329 OR ASTM 153
 - NUT: MATCH HEAVY HEX NUT ACCORDING TO ASTM A563 GRADE A OR DH, HOT DIP GALVANIZED
 - WASHER: FLAT OR PLATE WASHER, HOT DIP GALVANIZED ACCORDING TO ASTM A563

CHANNEL SHOTCRETE LINING (SLOPE PROTECTION)

- SCOPE: FURNISH AND APPLY SHOTCRETE TO LINE CHANNEL SLOPES UPSTREAM AND DOWNSTREAM OF THE CULVERT CROSSING AS SHOWN ON THE DRAWINGS.
- MATERIALS:
 - PORTLAND CEMENT: TYPE II (OR TYPE III WHEN AUTHORIZED), CONFORMING TO ASTM C150.
 - SAND: CLEAN, WASHED, CONFORMING TO ASTM C33; MOISTURE CONTENT 3%-6%.
 - WATER: CLEAN AND FREE OF DELETERIOUS SUBSTANCES.
 - ACCELERATOR: APPROVED NON-CHLORIDE SET ACCELERATOR (E.G., SIKA SIGUNIT OR EQUAL) MEETING ASTM C494 TYPE C REQUIREMENTS.
- MIX DESIGN: MINIMUM 7 SACKS CEMENT PER CUBIC YARD; NOMINAL 1:4 CEMENT-TO-SAND RATIO BY WEIGHT. MINIMUM 28-DAY COMPRESSIVE STRENGTH 4,000 PSI.
- REINFORCEMENT: 6X6-W2.9XW2.9 (6X6-10X10) WELDED WIRE FABRIC, SUPPORTED 3" ABOVE PREPARED SUBGRADE WITH DOBIES. TIE TO EXISTING REINFORCING STEEL AT CONNECTIONS TO CONCRETE STRUCTURES.
- MINIMUM THICKNESS:
 - SLOPES (WALLS): 6 INCHES
 - CHANNEL FLOOR (IF APPLICABLE): 8 INCHES
- SURFACE PREPARATION: COMPACT AND TRIM SUBGRADE TO LINE AND GRADE. REMOVE LOOSE MATERIAL, VEGETATION, AND DEBRIS. SURFACES SHALL BE DAMP BUT NOT SATURATED AT TIME OF APPLICATION.
- APPLICATION: APPLY BY DRY-MIX OR WET-MIX PROCESS IN MULTIPLE PASSES/LAYERS TO ACHIEVE SPECIFIED THICKNESS WITHOUT SAGGING. NOZZLE DISTANCE 2 1/2-3 1/2 FEET, IMPINGING AS NEAR PERPENDICULAR AS POSSIBLE. REMOVE REBOUND; DO NOT REUSE.
- TRANSITIONS:
 - MATCH FINISHED SHOTCRETE SURFACE TO INSIDE WALLS AND INVERTS OF ADJACENT CONCRETE STRUCTURES.
 - PROVIDE NON-EXPANDING WATERSTOP (SIKA LOCKSTOP OR EQUAL) AT ALL CONCRETE-TO-SHOTCRETE INTERFACES.
 - AT TRANSITIONS TO UNLINED CHANNEL: INSTALL 8" WIDE X 8" DEEPER CUTOFF WALL.
- FINISH: UNIFORM, SMOOTH SURFACE TRUE TO LINE AND GRADE. WOOD FLOAT OR STEEL TROWEL FINISH AS NEEDED TO ELIMINATE IRREGULARITIES THAT COULD POND WATER.
- CURING: PROTECT AND CURE IN ACCORDANCE WITH ACI 506.2 FOR A MINIMUM OF 7 DAYS.
- QUALITY: NOZZLEMAN AND CREW SHALL BE EXPERIENCED IN CHANNEL SLOPE SHOTCRETE PLACEMENT. OWNER'S REPRESENTATIVE SHALL BE PRESENT DURING ALL PLACEMENT.

EROSION AND SEDIMENTATION CONTROL PLAN

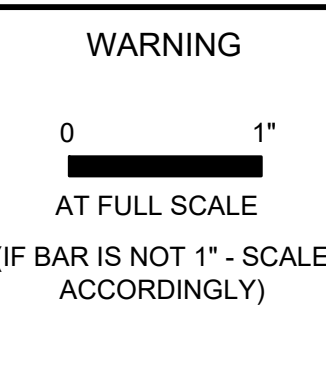
- ALL STORMWATER DISCHARGES FROM THE CONSTRUCTION SITE SHALL COMPLY WITH THE REQUIREMENTS OF THE CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD (RWQCB) AND THE STATEWIDE GENERAL PERMIT FOR DISCHARGES OF STORMWATER ASSOCIATED WITH CONSTRUCTION ACTIVITY (ORDER 2022-0057-DWQ OR CURRENT AMENDMENT). AN EROSION CONTROL PLAN SHALL BE PREPARED AND ALL NECESSARY BEST MANAGEMENT PRACTICES (BMPs) SHALL BE INSTALLED AND MAINTAINED TO PREVENT THE DISCHARGE OF SEDIMENT, POLLUTANTS, OR OTHER DELETERIOUS MATERIALS INTO RECEIVING WATERS OR STORM DRAIN SYSTEMS.
- NO CONSTRUCTION, GRADING, EXCAVATION, OR OTHER WORK SHALL OCCUR WITHIN THE CHANNEL, STREAMBED, OR RIPARIAN AREA BETWEEN MAY 1 AND SEPTEMBER 30 WITHOUT PRIOR WRITTEN APPROVAL FROM THE APPROPRIATE REGULATORY AGENCIES. ALL IN-CHANNEL ACTIVITIES SHALL BE SCHEDULED AND CONDUCTED TO MINIMIZE IMPACTS TO WATER QUALITY AND AQUATIC HABITAT.
- THE EROSION CONTROL PLAN SHALL BE SUBMITTED TO AND APPROVED BY THE DISTRICT PRIOR TO THE COMMENCEMENT OF ANY GRADING OR EARTH-DISTURBING ACTIVITIES. ALL TEMPORARY AND PERMANENT EROSION AND SEDIMENT CONTROL MEASURES ASSOCIATED WITH THE APPROVED PLAN SHALL REMAIN IN PLACE UNTIL ALL DISTURBED AREAS ARE PERMANENTLY STABILIZED.

CMP ARCH CULVERT

- ALL CULVERT PIPE SHALL BE MINIMUM 10 GAUGE (0.134"), ALUMINIZED, CORRUGATED STEEL PIPE MEETING THE REQUIREMENTS OF AASHTO M274 (ALUMINIZED STEEL TYPE 2 MATERIAL) AND ASTM A929 INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
- ALL CMP CULVERT PIPE SHALL BE NEW, NOT FROM MANUFACTURER'S STOCK.
- PROVIDE FULL LENGTHS OF PIPE AS OPPOSED TO BANDING TOGETHER PARTIAL LENGTHS.
- ALL FIELD CUTTING AND BANDING SHALL BE PER THE MANUFACTURERS DIRECTIONS AND APPLICABLE STANDARD SPECIFICATIONS.
- ALL MATERIALS SHALL BE CAREFULLY HANDLED DURING LOADING, UNLOADING AND INSTALLATION, DELIVERED IN A CLEAN UNDAMAGED CONDITION, AND STORED OFF OF THE GROUND.
- ALL HEAVY MATERIALS SHALL BE LOWERED TO THE GROUND USING MECHANICAL MEANS. STRAPS OR SLINGS SHALL BE USED RATHER THAN CHAIN OR CABLE.
- ALL DEFECTIVE OR DAMAGED MATERIALS SHALL BE REMOVED FROM THE SITE IMMEDIATELY.
- MEASUREMENT AND PAYMENT FOR PIPE CULVERTS SHALL BE AT THE LUMP SUM UNIT BID PRICE, AND SHALL INCLUDE ALL OTHER APPURTENANCES NOT INCLUDED UNDER OTHER BID ITEMS.

Z:\IRM-ON CALL 12-2024 TO 2027\IRM-062 EQUESTRIAN ACCESS CULVERT - G SHEETS.DWG

REVISIONS				
REV	DESCRIPTION	DATE	BY	CHKD



DESIGNED: D. HEIGHER
DRAWN: M. DOMENICHELLI
CHECKED: J. DOMENICHELLI
DATE: APRIL 2026

DOMENICHELLI & ASSOCIATES

Domenicelli & Associates Ph: (916) 933-1997
 5180 Golden Foothill Pkwy, Suite 220
 El Dorado Hills, CA 95762

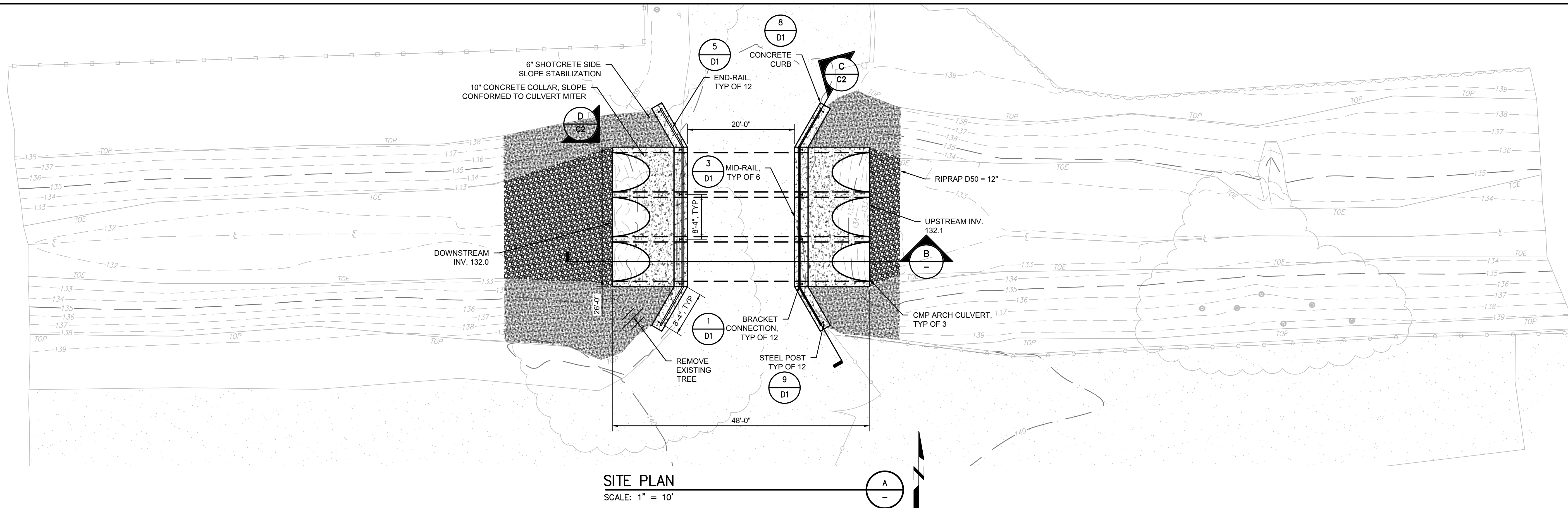
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Rancho Murieta Community Services District

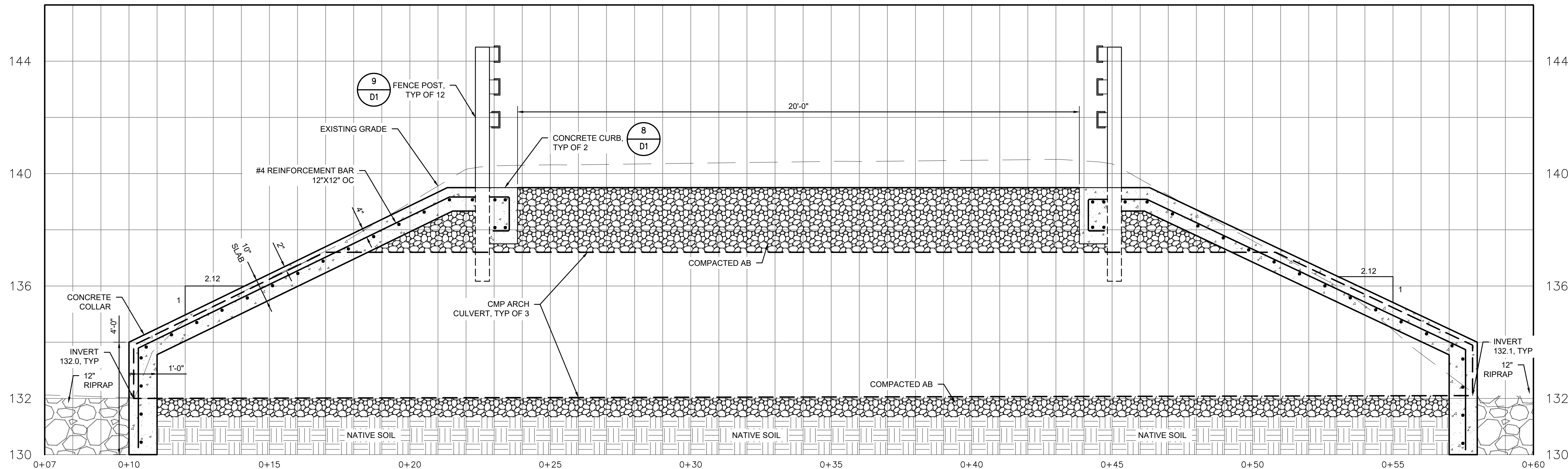
15160 Jackson Road, Rancho Murieta (916) 354 3700

RANCHO MURIETA COMMUNITY SERVICES PLANT DISCHARGE DIVERTER VALVE		DRAWING NUMBER G3
<p style="text-align: center; font-size: 24pt;">SPECS 1</p>		SHEET NUMBER 3 OF 6

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SITE PLAN
SCALE: 1" = 10'



CULVERT CROSSING PROFILE
SCALE: 1" = 2'

REVISIONS				
REV	DESCRIPTION	DATE	BY	CHKD

WARNING
0 1"
AT FULL SCALE
(IF BAR IS NOT 1" - SCALE ACCORDINGLY)

DESIGNED: D. HEIGHER
DRAWN: M. DOMENICHELLI
CHECKED: J. DOMENICHELLI
DATE: APRIL 2026

DOMENICHELLI & ASSOCIATES
Domenicelli & Associates
5180 Golden Foothill Pkwy, Suite 220
El Dorado Hills, CA 95762
Ph: (916) 933-1997

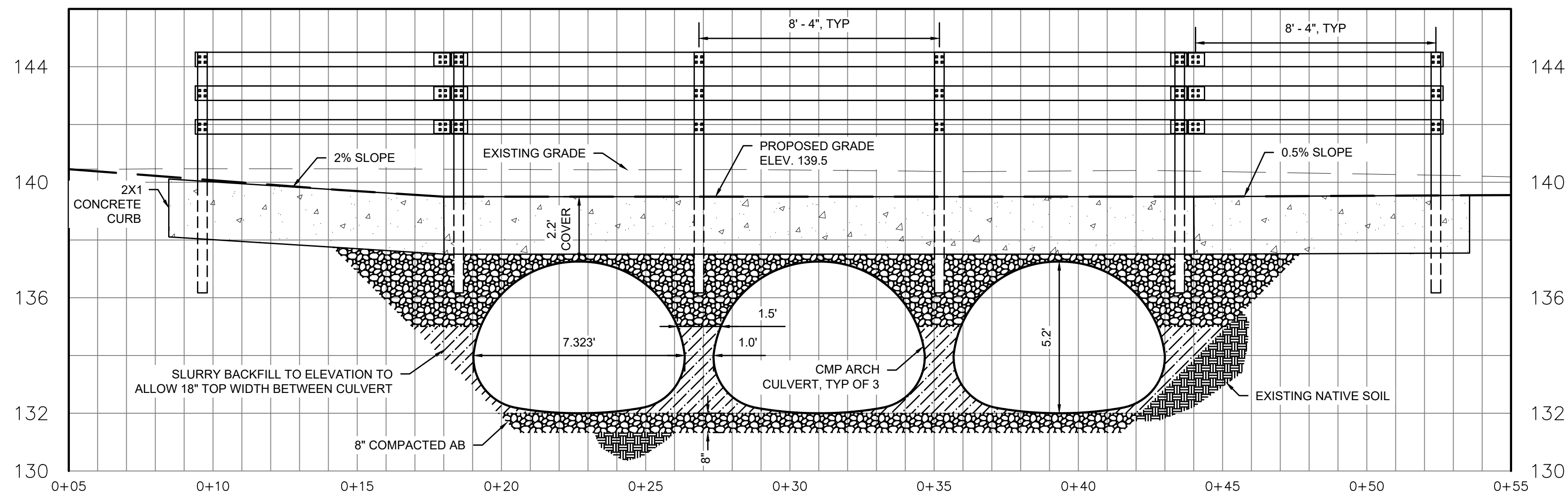
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Rancho Murieta
Community Services District
15160 Jackson Road, Rancho Murieta
(916) 354 3700

RANCHO MURIETA COMMUNITY SERVICES
PLANT DISCHARGE DIVERTER VALVE
CULVERT CROSSING PROFILE

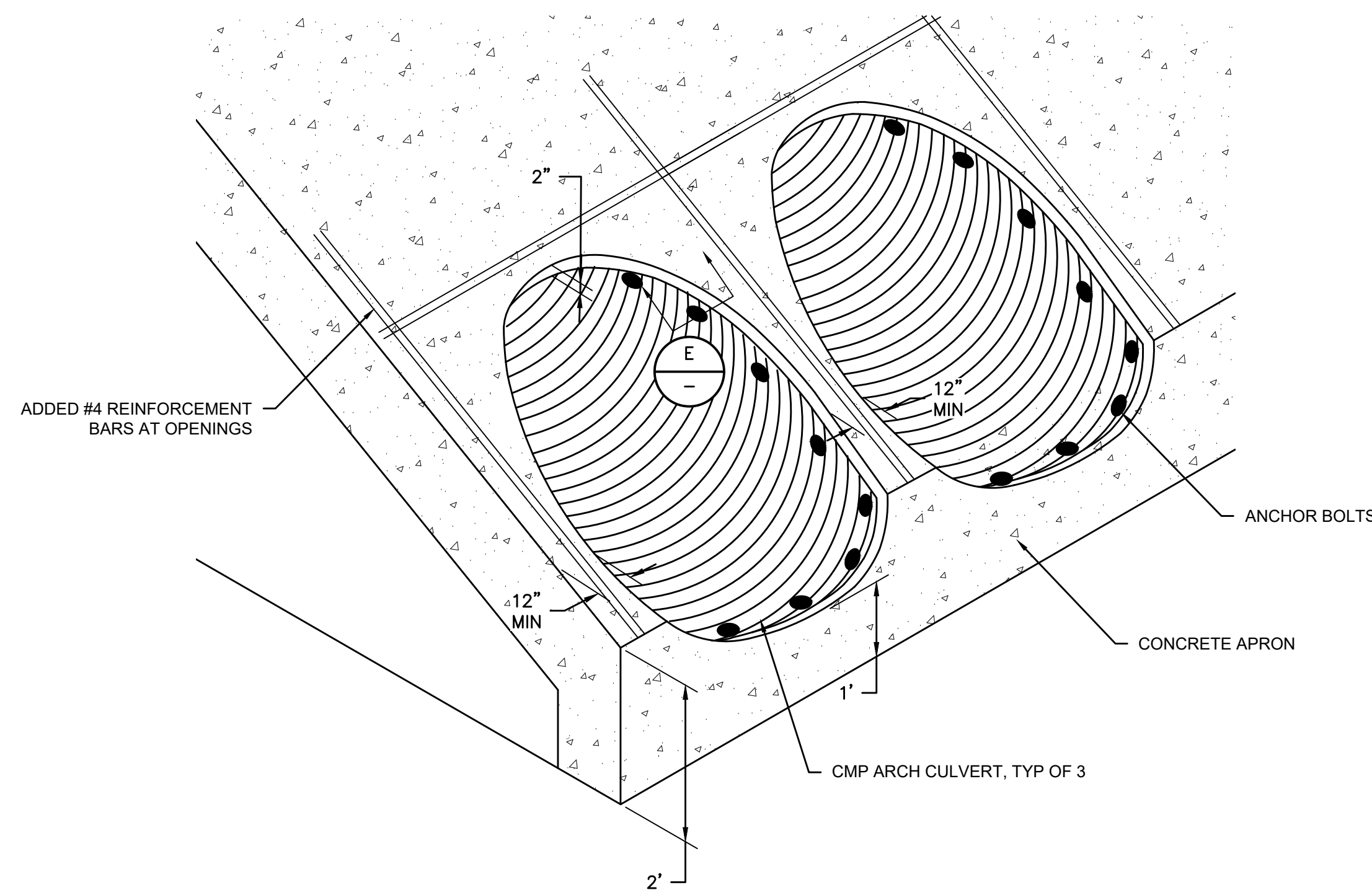
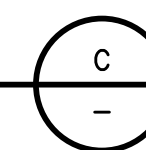
DRAWING NUMBER	C1
SHEET NUMBER	4 OF 6

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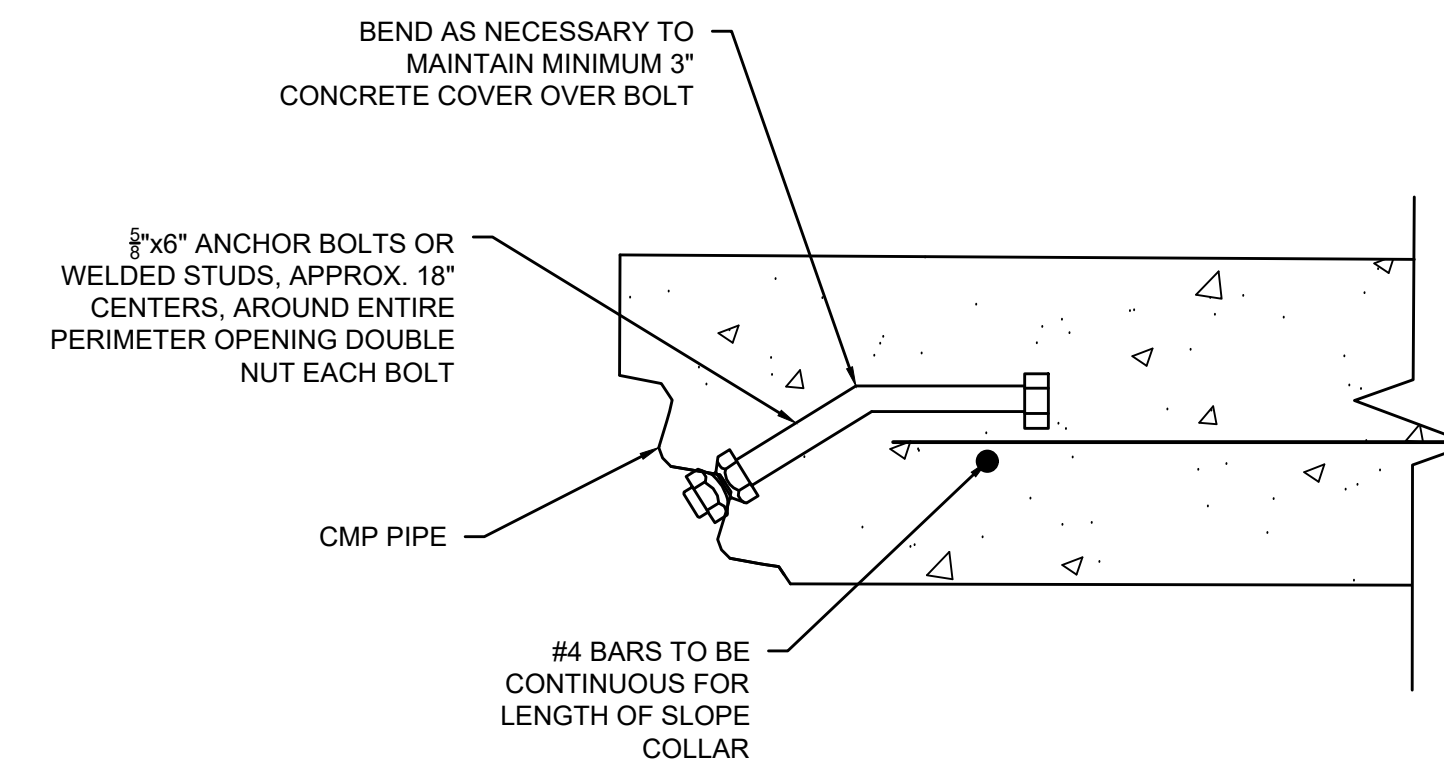
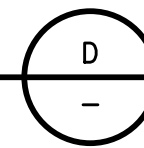
SQUASH CULVERT SECTION

SCALE: 1" = 3'



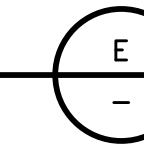
CONCRETE APRON

SCALE: NTS



ANCHOR BOLT

SCALE: NTS



REVISIONS				
REV	DESCRIPTION	DATE	BY	CHKD

WARNING
 0 1"
 AT FULL SCALE
 (IF BAR IS NOT 1" - SCALE ACCORDINGLY)

DESIGNED: D. HEIGHER
 DRAWN: M. DOMENICHELLI
 CHECKED: J. DOMENICHELLI
 DATE: APRIL 2026

DOMENICHELLI & ASSOCIATES
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 Community Services District

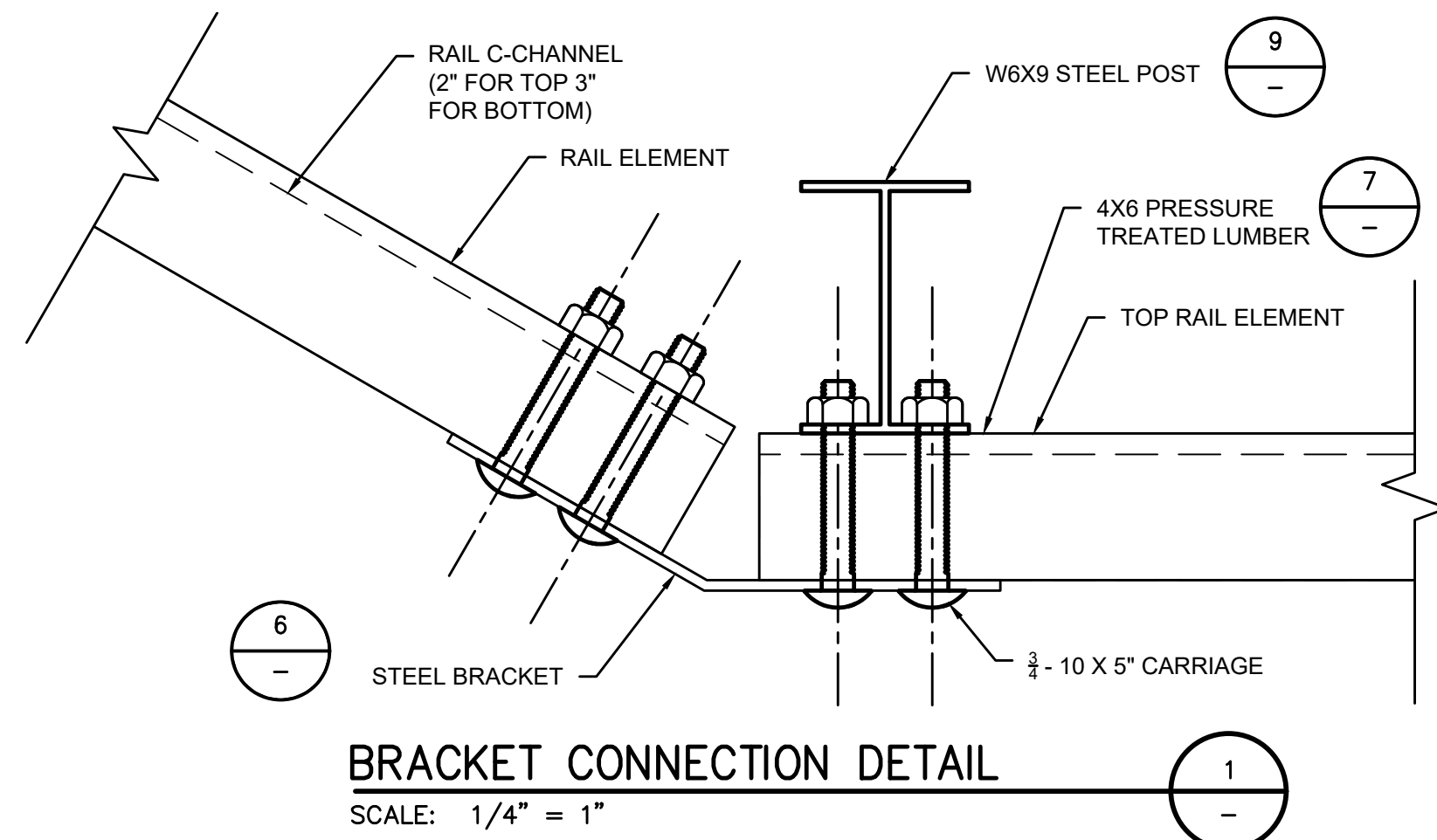
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 (916) 354 3700

RANCHO MURIETA COMMUNITY SERVICES
 PLANT DISCHARGE DIVERTER VALVE

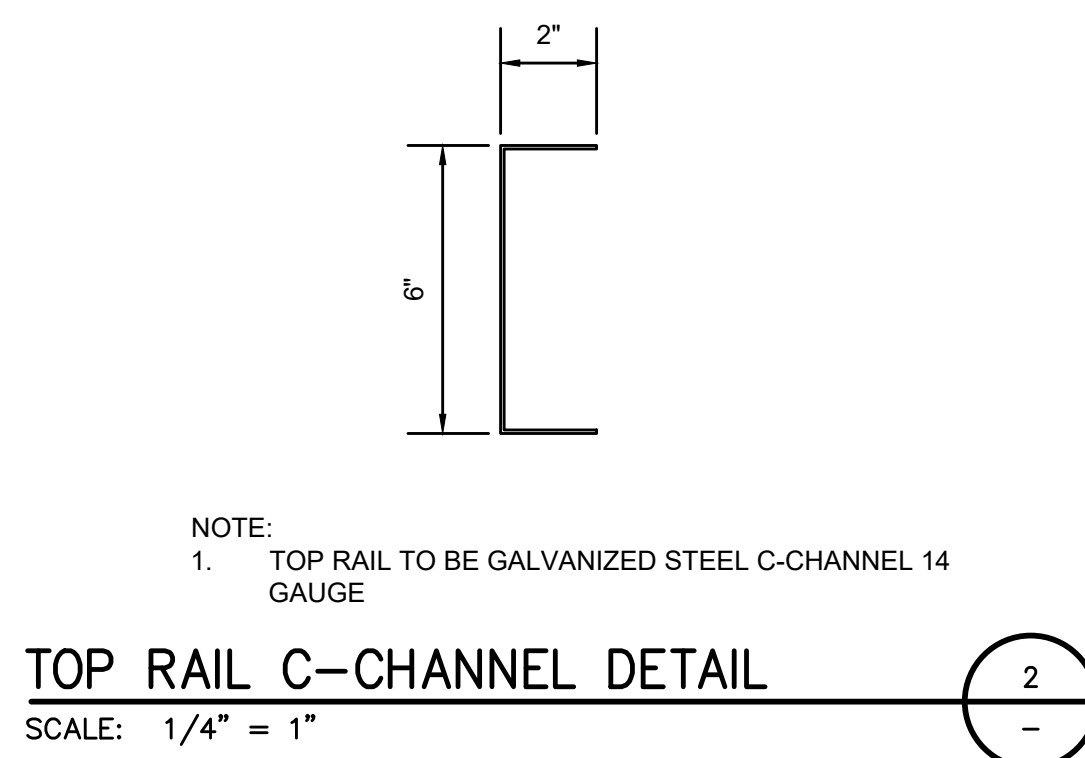
CULVERT CROSSING SECTION

DRAWING NUMBER	C2
SHEET NUMBER	5 OF 6

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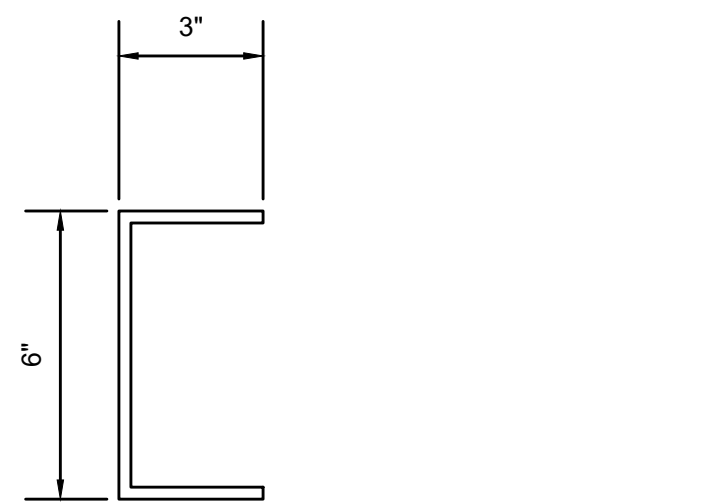


BRACKET CONNECTION DETAIL
SCALE: 1/4" = 1"



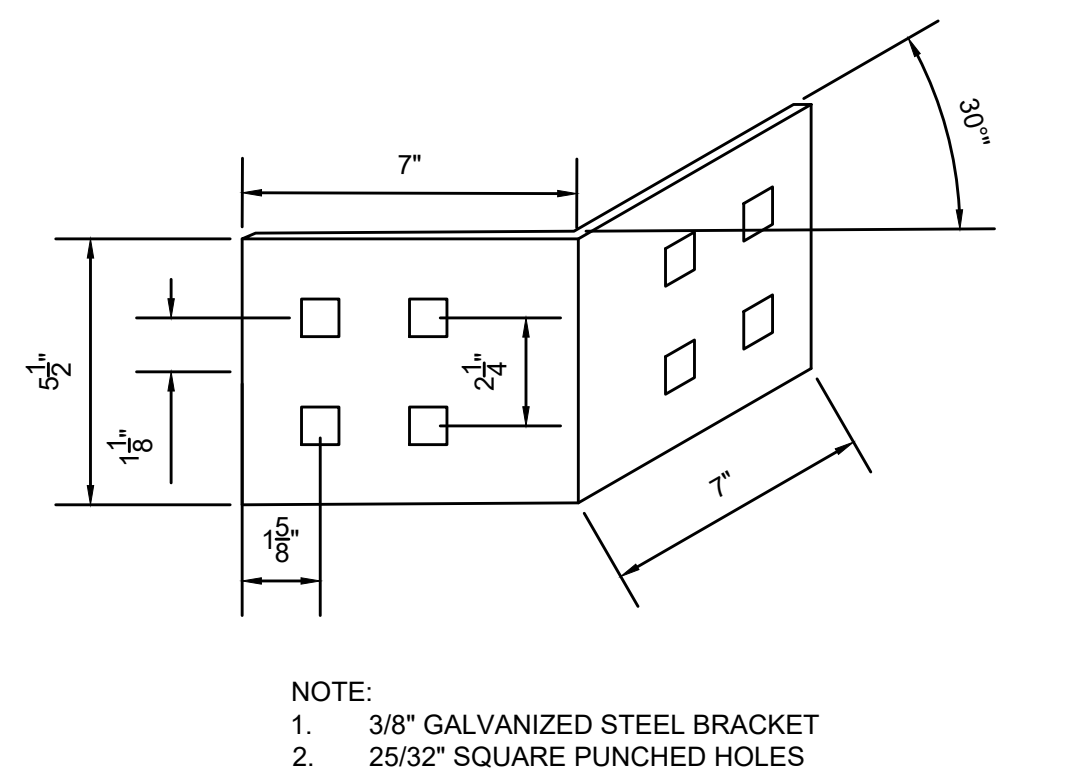
TOP RAIL C-CHANNEL DETAIL
SCALE: 1/4" = 1"

NOTE:
1. TOP RAIL TO BE GALVANIZED STEEL C-CHANNEL 14 GAUGE



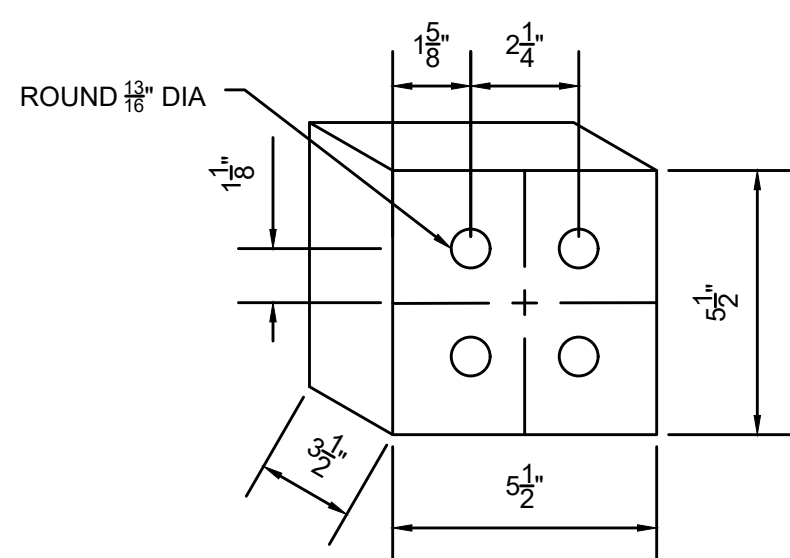
BOTTOM RAIL C-CHANNEL DETAIL
SCALE: 1/4" = 1"

NOTE:
1. BOTTOM RAIL TO BE GALVANIZED STEEL C-CHANNEL 1/4" THICK



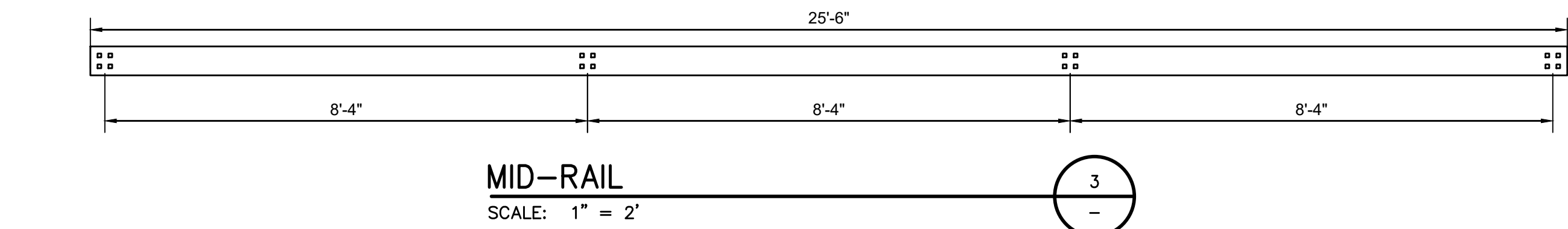
BRACKET DETAIL 1
SCALE: 1/4" = 1"

NOTE:
1. 3/8" GALVANIZED STEEL BRACKET
2. 25/32" SQUARE PUNCHED HOLES



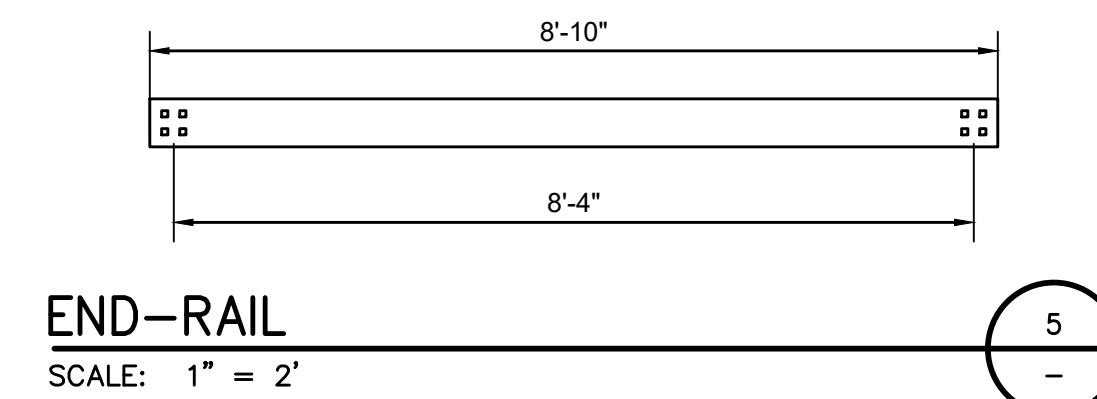
BLOCK DETAIL
4X6 PRESSURE TREATED LUMBER
SCALE: 1/4" = 1"

NOTE:
1. 4X6 PRESSURE TREATED LUMBER BLOCK (AWPA U1 TO UC4B OILBORNE TREATMENTS)
2. FIELD TREAT CUT ENDS AND DRILLED HOLES WITH APPROVED PERSERVATIVE
3. 13/16" Ø HOLES

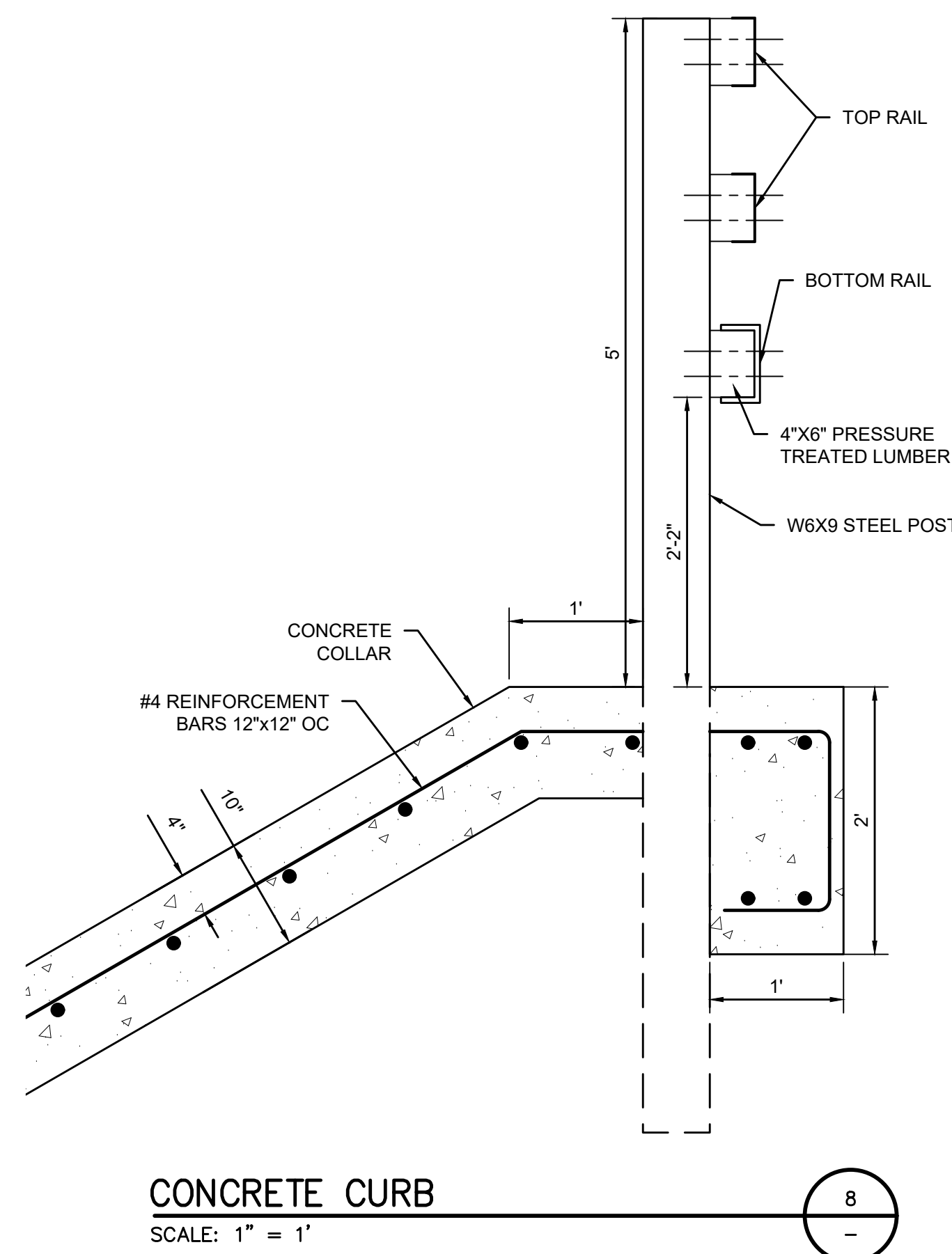


MID-RAIL
SCALE: 1" = 2'

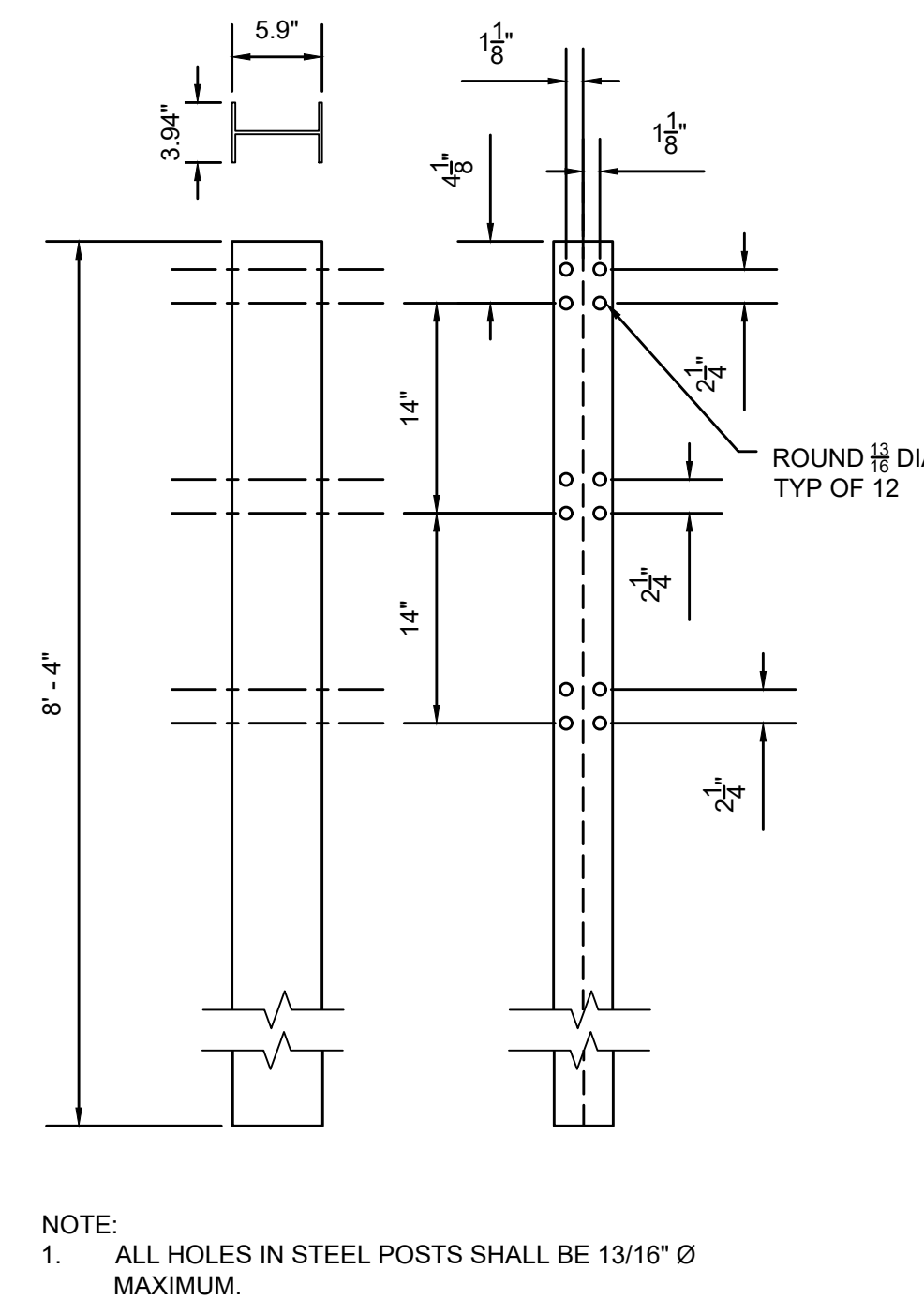
NOTE:
1. RAILS TO BE CONSTRUCTED WITH GALVANIZED STEEL C-CHANNEL
2. MID-RAILS TO BE ONE CONTINUOUS RAIL
3. HOLE PATTERN TO MATCH W6X9 STEEL POST
4. ALL HOLES IN RAILS TO BE 25/32 SQUARE HOLES
5. ALL FASTENERS TO BE HOT DIP GALVANIZED STEEL 3/4"-10x5" CARRIAGE BOLTS
6. ANY CUTS, PUNCHES, OR SCORING OF THE RAIL SHALL BE DEBURRED AND PAINTED WITH ZINC-RICH PAINT CONTAINING NOT LESS THAN 65% METALLIC ZINC BY WEIGHT IN THE DRY FILM. REPAIR SHALL CONFORM TO ASTM A780N 'STANDARD PRACTICE FOR REPAIR OF DAMAGED AND UNCOATED AREAS OF HOT-DIP GALVANIZED COATINGS.'



END-RAIL
SCALE: 1" = 2'



CONCRETE CURB
SCALE: 1" = 1'



W6 X 9 STEEL POST
SCALE: 1" = 1'

NOTE:
1. ALL HOLES IN STEEL POSTS SHALL BE 13/16" Ø MAXIMUM.

REVISIONS				
REV	DESCRIPTION	DATE	BY	CHKD

WARNING
0 1"
AT FULL SCALE
(IF BAR IS NOT 1" - SCALE ACCORDINGLY)

DESIGNED: D. HEIGHER
DRAWN: M. DOMENICHELLI
CHECKED: J. DOMENICHELLI
DATE: APRIL 2026

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Rancho Murieta Community Services District
15160 Jackson Road, Rancho Murieta
(916) 354 3700

RANCHO MURIETA COMMUNITY SERVICES
PLANT DISCHARGE DIVERTER VALVE
DETAILS 1

DRAWING NUMBER D1
SHEET NUMBER 6 OF 6



March 16, 2026

Via Email

Ms. Imelia Wilder
Interim General Manager
Rancho Murietta Community Service District
PO Box 1050
Rancho Murietta, CA 95683

RE: Proposal for the 2026 Phased Hydrogeologic Investigation

Dear Ms. Amelia Wilder:

NV5. Inc. (NV5) has provided the following proposal for your consideration. NV5 appreciates the opportunity to respond to the Rancho Murietta Community Service District's (RMCS D) request to prepare a proposal for a Phased Hydrogeologic Investigation. NV5 understands that RMCS D desires to investigate using geophysical and testhole drilling tools for five water well locations with the eventual purpose of pumping on-site groundwater for drought and fire protection demands of RMCS D.

In October 2025, RM Properties, LLC contracted with NV5 to do a preliminary Groundwater Source Study that included data compilation from California Department of Water Resource (DWR) and RMCS D Outreach and project meeting information. Technical data from existing and previous hydrogeologic information were compiled.

PROJECT BACKGROUND

NV5 understands that the project site is located within the RMCS D and South American Groundwater and Cosumnes Subbasins. To address the Sustainable Groundwater Management Act (SGMA), the Sacramento Central Groundwater Authority (SCGA) Groundwater Sustainable Agencies (GSA) for the South American and Sloughouse Resources Conservation District (SRCD) are the GSAs for this portion of the Cosumnes Subbasin. Sacramento County Environmental Management Department has authority for well permitting and determination as to whether additional requirements need to be met.

NV5 has reviewed pertinent available geologic and hydrogeologic literature on file, NV5 (investigation from 2014, California Department of Water Resources (DWR), California Water Quality Control Board (RWQCB), California Geological Survey (CGS),

Ms. Amelia Wilder

March 16, 2026

Page 2 of 4

United States Geological Survey (USGS), and Sacramento County (County), among other sources.

Water demands have warranted concern by the Rancho Murieta Community Services District (RMCS D). Due to the relative proximity of the property to the bedrock areas to the east, this portion of the basin requires significant investigation tools that have been used recently by the DWR. Their Aerial Electro-Magnetics (AEM) work depicts potential permeable hydrogeology suitable to meet water well capacity in the area. This work also facilitates understanding complex geological settings, and lack of ground truthing with the proposed surface geophysical and boring information.

TASK 1 – PHASED INVESTIGATION WORK PLAN AND PROJECT MANAGEMENT

Under this Task, NV5 will provide the draft and final phased investigation work plan and project management services. The phased approach to successful water well locations in the future. Coordination of project critical path elements such as permitting, and procurement and coordination with the geophysical contractors with experience in the area among others. Land survey work will be done by others. NV5 will provide an approximate 50 hours of work associated with work plan finalization and site access approvals. In addition, NV5 anticipates that up to five on-line or virtual meetings may be needed for such topics as contractor coordination and project progress. Other administration efforts included under this task are periodic project updates and related project progress communication.

TASK 2 – TERRACON SURFACE GEOPHYSICAL INVESTIGATION

Under this task, Terracon will complete efforts as referenced in the attached proposal. NV5 PM, and access work will be completed under Task 1. The geology map and proposed well locations are attached as well.

TASK 3 – TESTHOLE AND PRODUCTION WATER WELL LOCATION FINAL DESIGN AND CONSTRUCTION SPECIFICATIONS BID DOCUMENTS – TO BE DETERMINED (TBD)

TASK 4 – DRILLING AND WATER WELL CONSTRUCTION - TBD

COMPENSATION

NV5 has carefully reviewed the work effort and potential costs associated with the geophysical and hydrogeological effort. The cost proposal is based on an estimated labor and subconsultant fee **not to exceed the amount of \$94,500**. Labor Rates are provided Table 1 and Proposed Task Budgets are provided in Table 2.

Table 1. NV5 Hourly Labor Rates

Labor Category	Hourly Rate
Principal	\$200.00
Project Manager	\$190.00
Project Engineer/Geologist	\$170.00
Staff Engineer/Geologist	\$145.00
Scientist/Technician	\$120.00
Clerical	\$100.00

Table 2. Budget Summary

Task	Estimate Budget
Task 1 –Phased Investigation Work Plan and PM	\$11,000
Task 2 – Terracon Surface Geophysical Investigation (attached with 10% markup and contingency)	\$83,500
Task 3 – Testhole Drilling and Production Water Well Design and Construction Specs and Bid Documents	\$TBD
Task 4 – Drilling and Water Well Installation Efforts	<u>\$TBD</u>
Total	\$94,500.00

Ms. Amelia Wilder

March 16, 2026

Page 4 of 4

This estimate does not include the cost associated with the field sampling or laboratory analysis.

Authorization to Proceed

NV5 is prepared to begin work upon your authorization. Should you want us to begin the proposed services, please sign the authorization below and return a scanned copy via e-mail to Pat.Dunn@NV5.com.

Name and Title

Signature

Date

We appreciate this opportunity to provide this proposal. Please call me at (916) 221-0012 if you have any questions.

Sincerely,



Patrick F. Dunn, MSc, PG, CHg,
Hydrogeologist and Group Director

Proposal for Geophysical Exploration

Rancho Murieta ERI/SR Survey

Various Locations
Rancho Murieta, CA

March 13, 2026 | Proposal Number: PNS255466

Prepared for: NV5
2150 River Plaza Dr, Suite 430
Sacramento, CA 95833



Nationwide
[Terracon.com](https://www.terracon.com)

- Facilities
- Environmental
- Geotechnical
- Materials



321A Blodgett Street
Cotati, CA 94931
P (707) 796-7170
Terracon.com

March 13, 2026

NV5
2150 River Plaza Dr, Suite 430
Sacramento, CA 95833

Attn: Patrick F. Dunn
P: 916-221-0012
E: Pat.dunn@NV5.com

RE: Proposal for Geophysical Exploration
Rancho Murieta ERI/SR Survey
Various Locations
Rancho Murieta, CA Project Zip Code
Terracon Proposal Number PNS255466

Dear Mr. Patrick F. Dunn:

We appreciate the opportunity to submit this revised proposal to NV5 for the above-referenced project. The following sections are presented in the attached proposal.

- Project Understanding
- Scope of Services
- Compensation and Project Schedule
- Site Location and Anticipated Geophysical Exploration Plan

Originally established in 1983 as **NORCAL Geophysical Consultants, Inc.** and now operating as **Terracon**, our team delivers cutting-edge geophysical solutions nationwide. Our team includes licensed California Professional Geophysicists (PGp), several of whom played key roles in developing, refining, and standardizing geophysical methods now widely adopted across the industry.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of an Agreement for Services Task Order. This proposal is valid for 60 days following the issue date.



321A Blodgett Street
Cotati, CA 94931
P (707) 796-7170
Terracon.com

Following your review, do not hesitate to contact us with any questions or to discuss in further detail.

Sincerely,

Terracon

A handwritten signature in black ink that reads 'David Hagin'.

David T. Hagin PGp No. 1033
Senior Geophysicist

A handwritten signature in black ink that reads 'Donald J. Kirker'.

Donald J. Kirker, PGp No. 997
Geophysical Consultant/SME



1.0 Project Understanding

Our Scope of Services is based on our understanding of the project as described by NV5 and the expected site conditions described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted below. We require NV5 to verify all information before we initiate field exploration activities.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The property comprises portions of a golf course and open land in Sacramento County, CA. Latitude/Longitude (approximate) 38.485841, -121.064521 (See Figure 1 at the end of this document, provided by NV5).
Existing Improvements	The surveys will be conducted along transects located along golf fairways, in open grassland, and adjacent to residential communities.
Current Ground Cover	Ground cover is highly variable but consists primarily of soil, grass and scattered shrubbery.
Existing Topography	Elevations range from 140- to 290-ft above mean sea level, based on Google Earth. Improved topographic information should be provided if available.
Site Access	We expect the site and all exploration locations to be accessible by a UTV or standard pickup truck.



<p>Expected Subsurface Conditions</p>	<p>Our experience near the vicinity of the proposed development and review of geologic maps indicates highly variable subsurface conditions consisting of colluvium, clay, silt, sandstone, gravel and fractured volcanic rock.</p>
<p>Project Description</p>	<p>Based on your email dated March 11, 2026, you would like us to conduct electrical resistivity imaging (ERI) and 2D seismic refraction (SR) surveys at various locations throughout Ranch Murietta. The purpose of these surveys is to provide insight into the variability of the site stratigraphy.</p>

2.0 Scope of Services

Our proposed Scope of Services consists of geophysical field exploration, data processing, and reporting/project delivery. These services are described in the following sections.

2.1 Geophysical Exploration Objective

As we discussed, a geophysical investigation is needed to provide insight into the site stratigraphy. To this end, the objective of the geophysical exploration is two fold. The first is to measure subsurface electrical values along four transects. These values can be interpreted to represent lithologic changes that may be related to the underlying fine- and coarse-grained soils associated with alluvium, and the fractured/weathered bedrock. The second is to measure p-wave velocities of the underlying soil and bedrock along the two north trending transects to characterize the fill/overburden and depth to the underlying bedrock.

2.2 Geophysical Exploration Scope

The geophysical exploration scope includes conducting both ERI and SR surveys. As you have indicated, you would like us to conduct ERI surveys along four transects and SR along two of the four transects. Their designation, length, and location are described below:

Designation	Method	Length (feet)	Location
Transect A	ERI, SR	2,200	Trending north just west of PW-D
Transect B	ERI, SR	3,200	Trending north towards PW-E
Transect C	ERI	6,200	Trending east just south of PW-C
Transect D	ERI	2,100	Trending southeast just west of Transect C

Proposal for Geophysical Exploration

Rancho Murieta ERI/SR Survey | Rancho Murieta, CA

March 13, 2026 | Terracon Proposal No. PNS255466

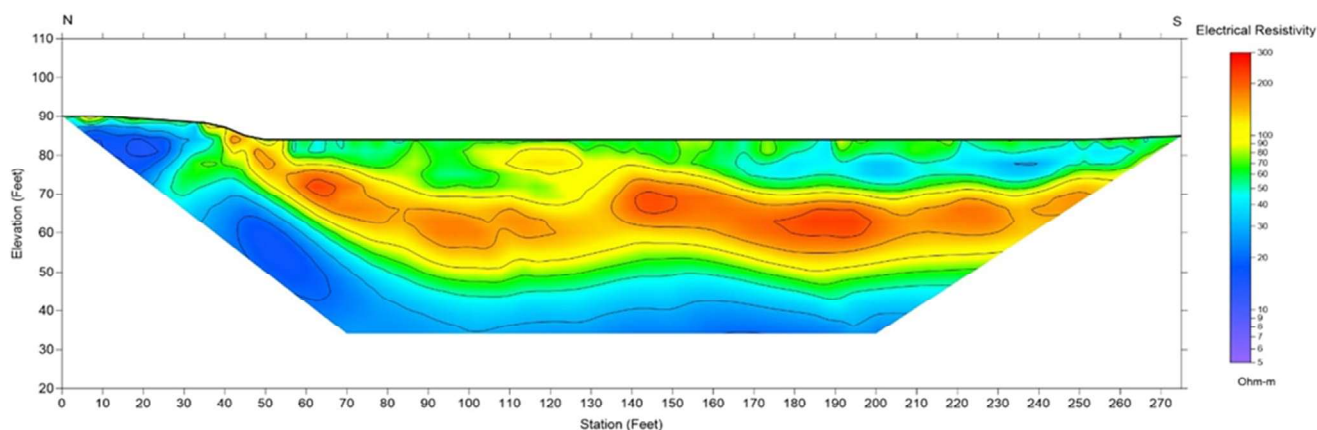


Terracon will provide an experienced three-person crew to conduct the geophysical surveys. Our crew will be overseen by a California Professional Geophysicist and will be equipped with all instrumentation and ancillary gear necessary to complete the field work.

The exact configuration/locations will depend on specific site conditions and access. We will use GPS equipment to define the locations of each transect with an estimated horizontal accuracy of +/-6 feet. Geophysical data can only be collected in clear, accessible areas. Thus, the survey areas must be free of obstructions that may interfere with collection activities (e.g., dense brush, parked vehicles, debris, standing water, etc.). The variables of collection such as line lengths, spacings, and other parameters may be modified based on site conditions.

2D Electrical Resistivity: Terracon anticipates collecting data along relatively straight lines using an Advanced Geosciences Inc. (AGI) **SuperSting R8 Resistivity/IP Earth Resistivity** meter. Data will be acquired using the dipole-dipole and strong gradient array configuration with 56-electrodes. Measurements will be made at transmitter-receiver separations (n-spacings) of at least 1 through 8 using an electrode separation (a-spacing) of 25-ft. This will result in a depth of detection of approximately 300-ft. After the initial acquisition along the 56-electrode array is completed, data will be acquired by rolling along each transect in 14-electrode increments until the total distance of the respective line is reached.

Data post-processing and numerical modeling will be accomplished using **EarthImager 2D** to generate 2-dimensional (x-z) geo-electric cross-sections of electrical resistivity along each line. Below is an example of a 2D cross-section showing a layer of high resistivities associated with coarse grained materials surrounded by lower resistivity values associated with finer grained material.



2D Seismic Refraction: Terracon anticipates collecting data along relatively straight lines in general accordance with ASTM D5777 *Standard Guide for Using the Seismic Refraction Method for Subsurface Investigation* using a **Geometrics Geode** 24-channel seismic system and 15-foot spacings between the geophones for a total spread length of 375 feet. Each transect will consist of overlapping spreads to cover their total distances. A seismic source consisting of an accelerated weight drop (AWD) or a 16 lb. sledgehammer impacting a plate in contact with the ground will be used to generate seismic waves at seven-shot points along each spread: two at either end of the spread and five evenly distributed within the interior of the spread.

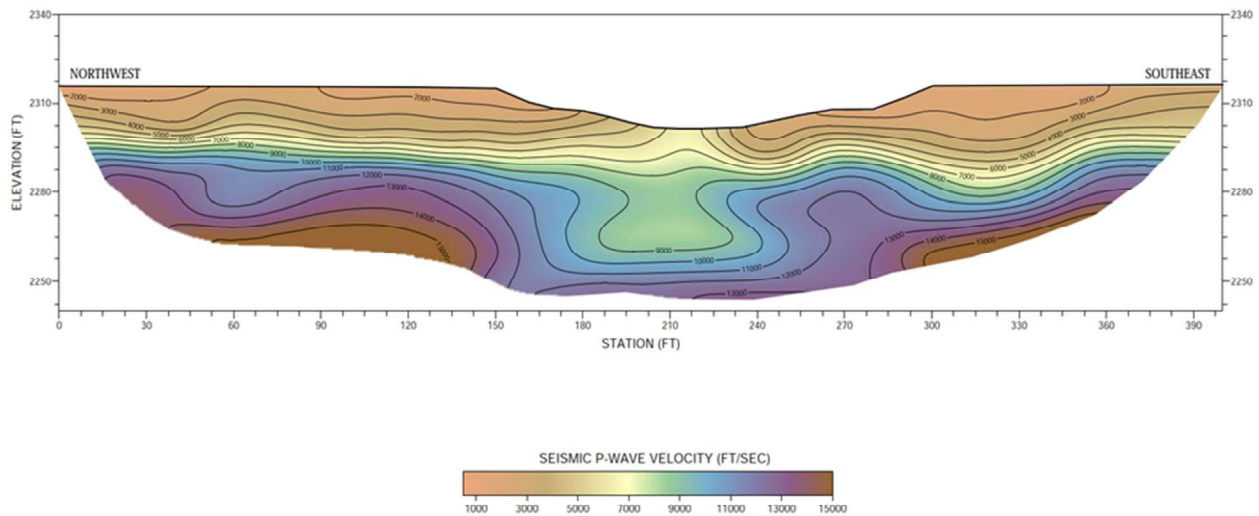
Proposal for Geophysical Exploration

Rancho Murieta ERI/SR Survey | Rancho Murieta, CA

March 13, 2026 | Terracon Proposal No. PNS255466



Data will be processed using the computer program **SeisImager**, distributed by **Geometrics, Inc**, or **Rayfract**, distributed by **Intelligent Resources, Lt.**, to yield 2D contoured profiles depicting p-wave velocity versus depth under each transect. We anticipate achieving a maximum approximate depth of investigation of 75 feet at the center of each spread. However, the actual depth of investigation will be determined by the site geology and therefore, will not be known until the data are processed. Below is an example of a 2D cross-section showing variations in p-wave velocities that can be interpreted as representing near surface soils, overburden, weathered/fractured rock, and more competent rock.



2.3 General Limitations

Geophysical methods can be affected by on-site conditions beyond the control of the operator and may be considered inconclusive. Interpretation is based on a combination of known factors combined with the experience of the operator and the geophysicist evaluating the results. Utilizing conventional observation, sampling, and testing (“truthing”) of select areas is recommended to verify the results of the geophysical surveys. The geophysical results provide a level of confidence but should not be considered absolute.

2.4 Safety

Terracon is unaware of environmental concerns at this project site that would create health or safety hazards associated with our geophysical exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE).

Site Access: Terracon must be granted access to the site by the property owner. Without information to the contrary, we consider acceptance of this proposal as authorization to access the property for conducting field exploration in accordance with the Scope of Services. It should be noted that this survey cannot be conducted across roads unless they are completely closed during the time of the survey. Our proposed fees do not include time to negotiate and coordinate access

Proposal for Geophysical Exploration

Rancho Murieta ERI/SR Survey | Rancho Murieta, CA

March 13, 2026 | Terracon Proposal No. PNS255466



with landowners or tenants. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm).

Property Disturbance: Terracon will make reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work, some disturbance could occur, including spray-painting, rutting of the ground surface and damage to landscaping and/or crops.

2.5 Reporting and Project Delivery

The results of our exploration will be evaluated, and a geophysical report will be prepared under the supervision of a geophysical subject matter expert (SME). The report will provide the following:

- Summary of the field activity.
- Brief review of the methods and equipment.
- Location maps showing exploration locations with pertinent landmarks and structures (if applicable).
- Relevant geophysical data.
- Interpretation and discussion of the geophysical results.
- Recommendations for further exploration

When services are complete, we will email a printable version of our completed Geophysical Exploration report, including the professional geophysicist's seal and signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

3.0 Compensation and Project Schedule

3.1 Compensation

Based upon our understanding of the site, the project as summarized in Section 1, and our planned Scope of Services outlined in Section 2, our base fee is shown in the following table:

Proposal for Geophysical Exploration

Rancho Murieta ERI/SR Survey | Rancho Murieta, CA
 March 13, 2026 | Terracon Proposal No. PNS255466



Task	Lump Sum Fee²
ERI Survey (6 Days)	\$35,695
SR Survey (5 Days)	\$33,250
Report Preparation	\$6,600
Total	\$75,545

1. The lump sum fee considers one field mobilization and no unexpected onsite delays. If additional field mobilizations are required, an additional fee of \$2,900 would be invoiced. A geophysical crew standby rate of \$425 per hour would be invoiced for unexpected delays.
2. Proposed fees noted above are effective 60 days from the proposal date.
3. Proposed fees assume that the work is performed M-F during normal business hours (7:00 a.m. – 5:00 p.m.)

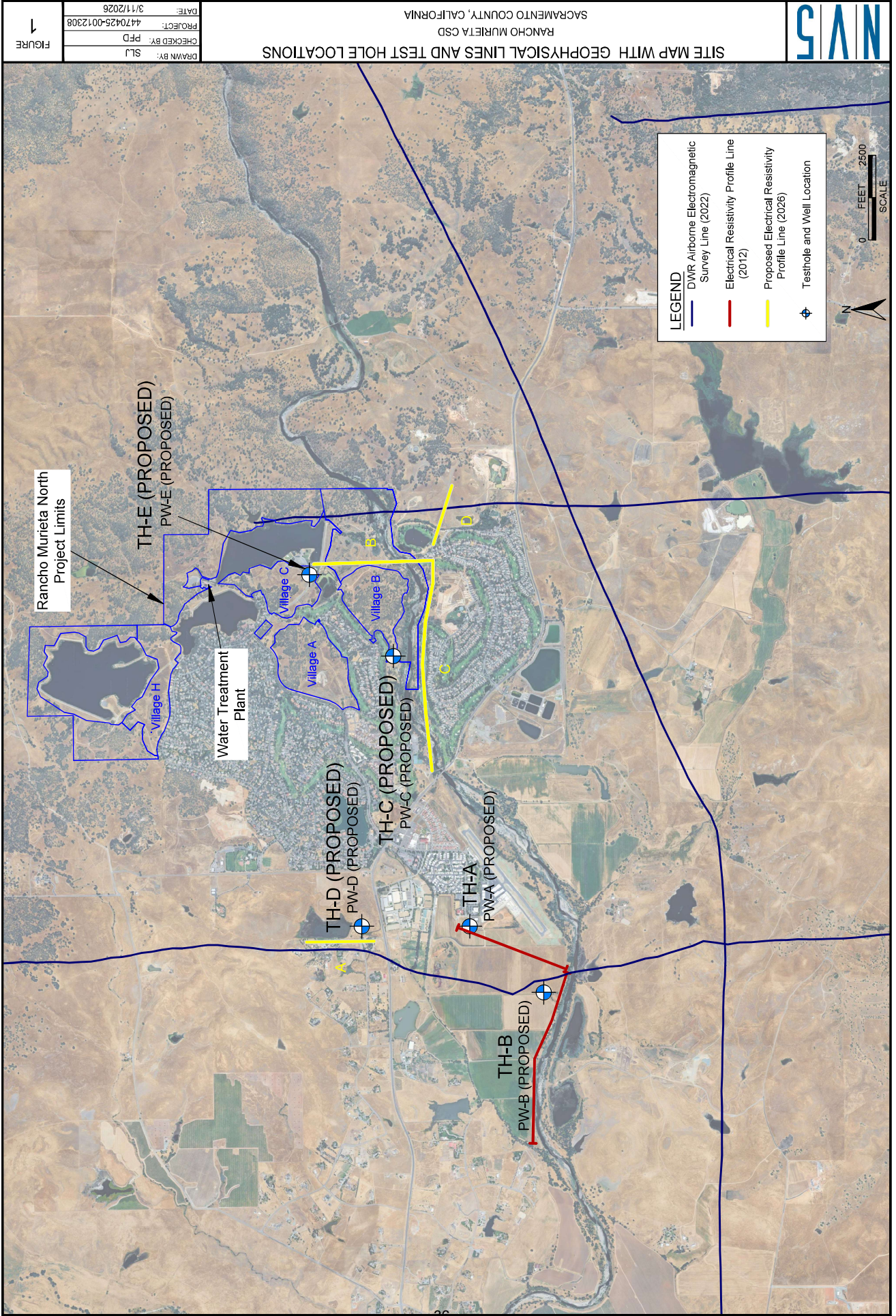
Our Scope of Services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape or crops. If such services are desired by the owner/client, we should be notified to adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval prior to initiating services. A supplemental proposal stating the modified Scope of Services and its effect on our fee will be prepared. We will not proceed without your authorization.

3.2 Project Schedule

We developed a schedule to complete the Scope of Services based on our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the site. If the schedule is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Compass	Schedule^{1,2}
Kickoff Call with Client	Within 2 business days following NTP
Field Exploration	Within 10 business days following NTP
Interpretation and Reporting	Within 15 business days after the field program completion



LEGEND

- DWR Airborne Electromagnetic Survey Line (2022)
- Electrical Resistivity Profile Line (2012)
- Proposed Electrical Resistivity Profile Line (2026)
- Testhole and Well Location



Rancho Murieta North
Project Limits

TH-E (PROPOSED)
PW-E (PROPOSED)

Water Treatment
Plant

TH-D (PROPOSED)
PW-D (PROPOSED)

TH-C (PROPOSED)
PW-C (PROPOSED)

TH-A
PWA (PROPOSED)

TH-B
PW-B (PROPOSED)

Village A

Village B

Village C

Village H

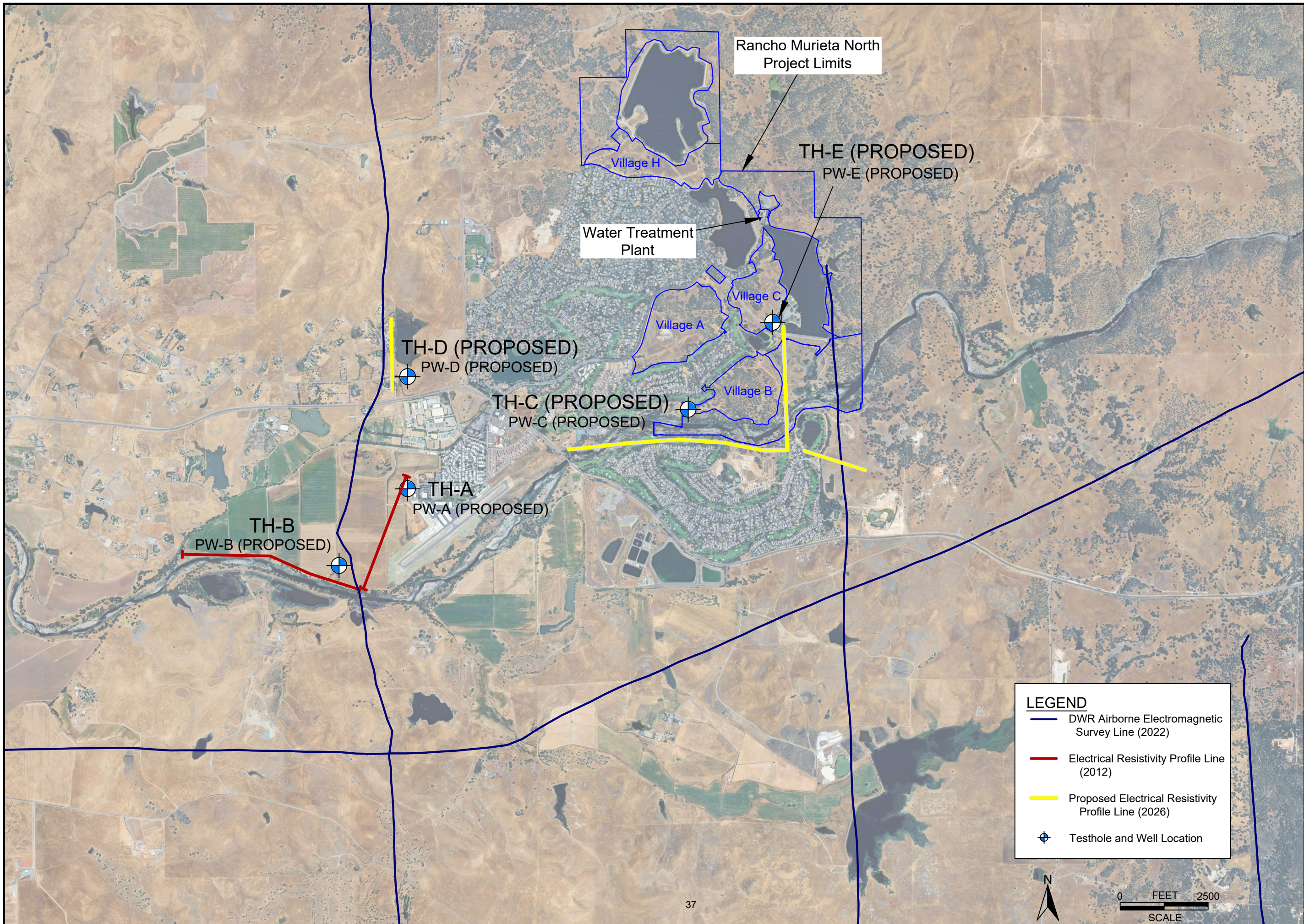


FIGURE
1

DRAWN BY:	SLJ
CHECKED BY:	PFD
PROJECT:	4470425-0012308
DATE:	3/11/2026

SITE MAP WITH GEOPHYSICAL LINES AND TEST HOLE LOCATIONS
RANCHO MURIETA CSD
SACRAMENTO COUNTY, CALIFORNIA

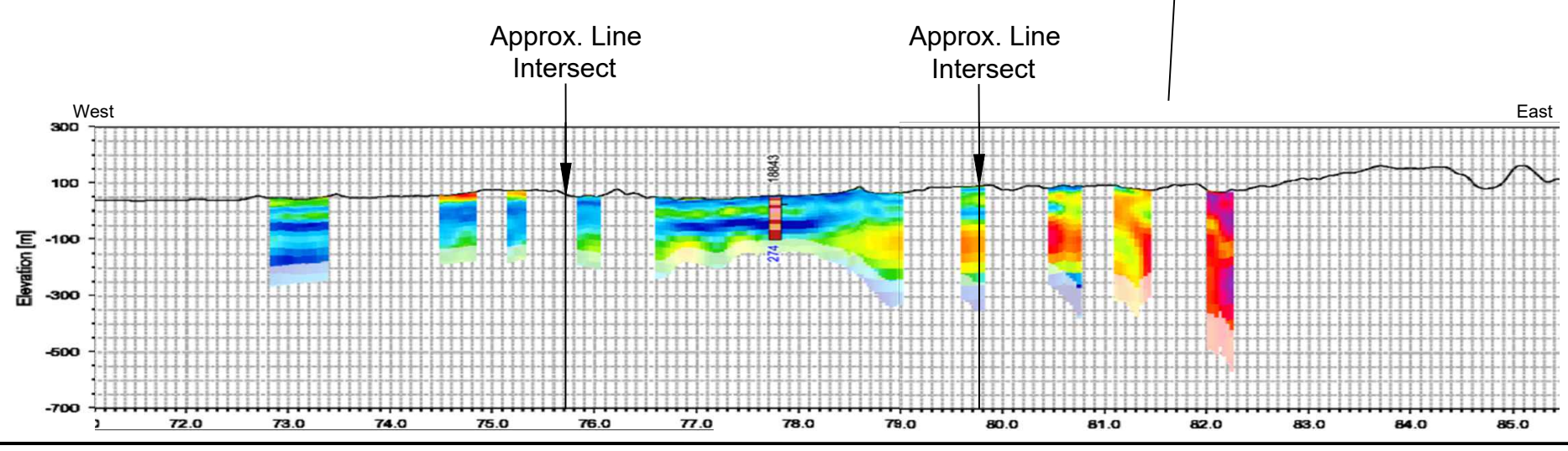
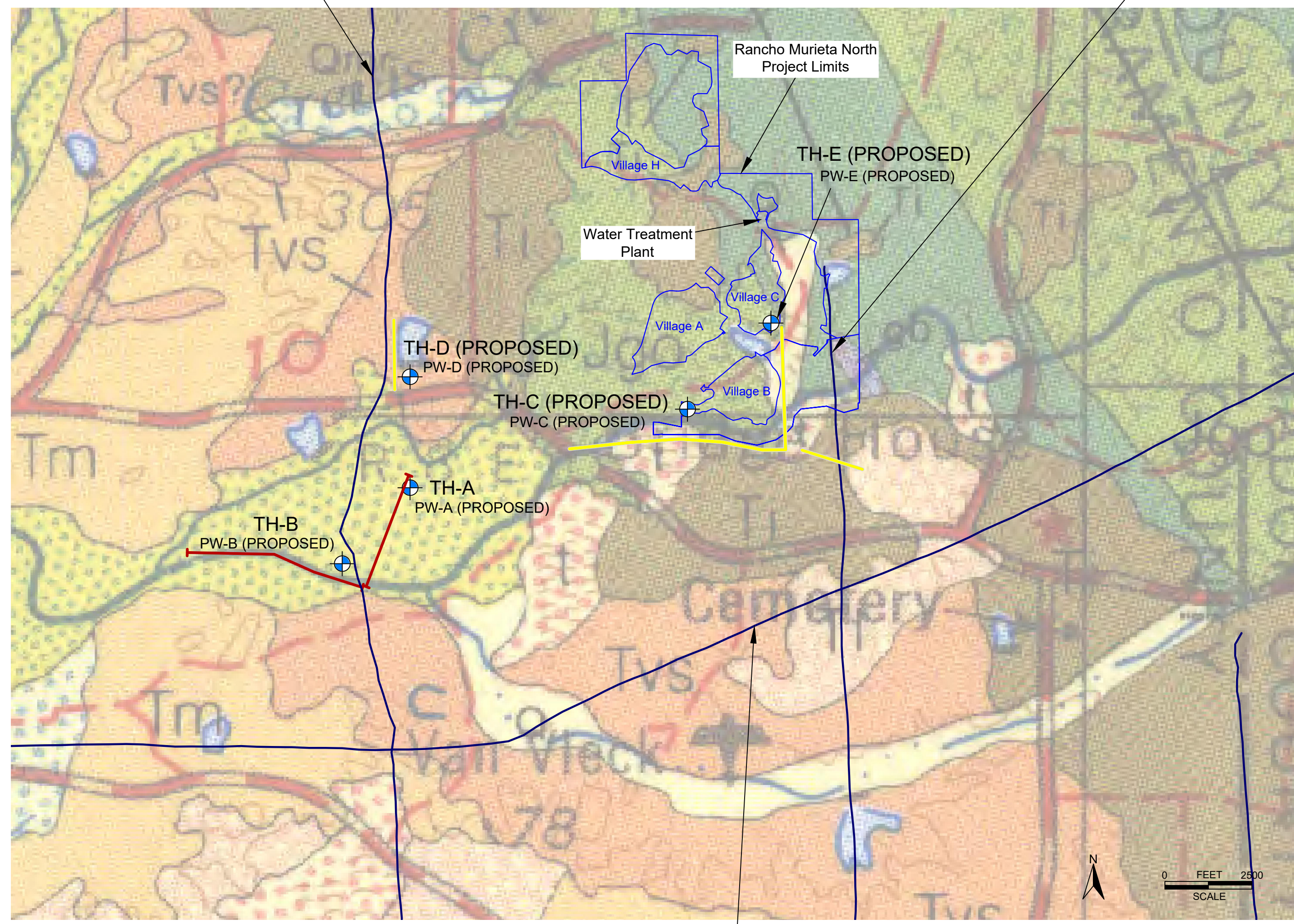
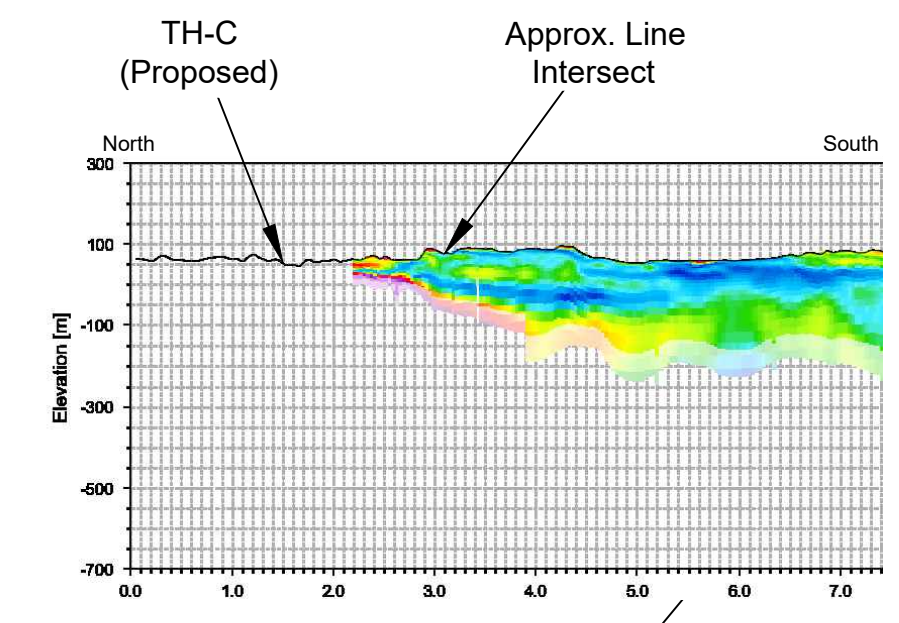
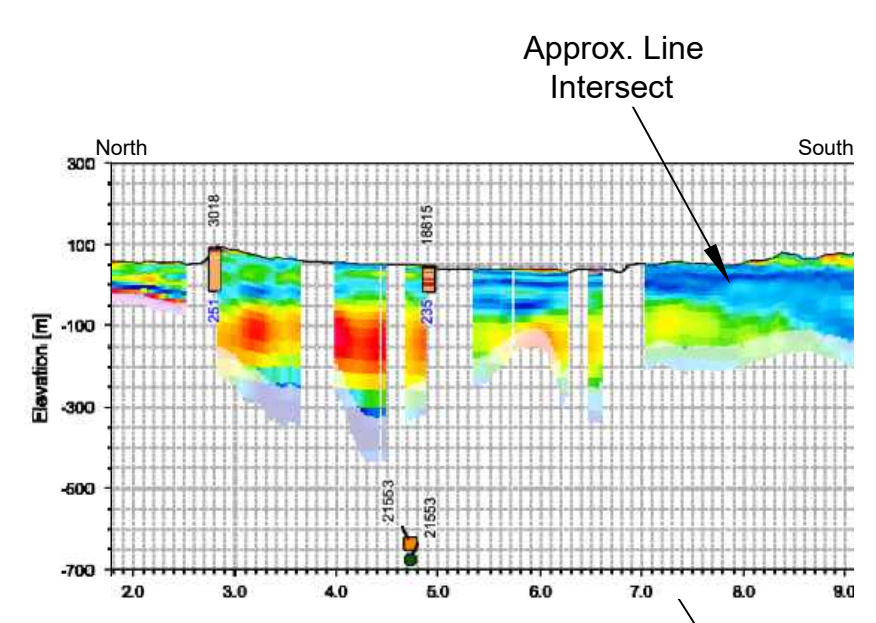
LEGEND

- DWR Airborne Electromagnetic Survey Line (2022)
- Electrical Resistivity Profile Line (2012)
- Proposed Electrical Resistivity Profile Line (2026)
- Testhole and Well Location



0 FEET 2500
SCALE





LEGEND

- DWR Airborne Electromagnetic Survey Line (2022)
- Electrical Resistivity Profile Line (2012)
- Proposed Electrical Resistivity Profile Line (2026)
- Testhole and Well Location

SEDIMENTARY AND METASEDIMENTARY ROCKS		VOLCANIC AND METAVOLCANIC ROCKS	
QUATERNARY	<ul style="list-style-type: none"> Alluvium Mine and dredge tailings Levee and channel deposits Basin deposits (<i>Alluvium</i>) Intertidal deposits (<i>Poey sand</i>) Dune sand Lake deposits Older alluvium Glacial deposits Modesto Formation (<i>Alluvium</i>) Upper and lower members Riverbank Formation (<i>Alluvium</i>) Modesto-Riverbank Formations (<i>Ancient alluvium</i>) Montezuma Formation (<i>Poorly consolidated, clayey sand</i>) Turlock Lake Formation (<i>Sand, silt, and gravel</i>) Red Bluff Formation (<i>Gravel in reddish, silty or sandy matrix</i>) North Merced Gravel (<i>Thin pelitic veneer</i>) 	Basalt	
CENOZOIC			
TERTIARY	<ul style="list-style-type: none"> Tahama Formation (<i>Sand, silt, and volcanoclastic rocks</i>) Laguna Formation (<i>Consolidated alluvial deposits</i>) San Pablo Group (<i>Marine sandstone and shale</i>) Mehrean Formation (<i>Andesitic conglomerate, sandstone, and breccia</i>) Valley Springs Formation (<i>Rhyolitic tuff and undimentary rocks</i>) Markley Sandstone (<i>Marine</i>) Nortonville Shale (<i>Marine</i>) Domergue Sandstone (<i>Marine</i>) Capay Formation (<i>Marine sandstone</i>) "Auriferous" Gravels Ione Formation (<i>Quartzose sandstone and kaolinitic clay</i>) Martinez Formation (<i>Marine quartzose sandstone</i>) 	<ul style="list-style-type: none"> Lawler Tuff Dacite, rhyodacite domes Eureka Valley Tuff Table Mountain Latite Putnam Peak Basalt 	
CRETACEOUS	<ul style="list-style-type: none"> Guinda Formation (<i>Marine sandstone</i>) Chico Formation (<i>Marine sandstone, shale, and conglomerate</i>) 		
MESOZOIC			
JURASSIC	<ul style="list-style-type: none"> Salt Springs Slate Mariposa Formation (<i>Slate, graywacke and conglomerate</i>) Sailer Canyon Formation (<i>Metasedimentary rocks</i>) 	<ul style="list-style-type: none"> Copper Hill Volcanics Brower Creek Volcanics Gopher Ridge Volcanics Logtown Ridge Formation Jurassic metavolcanic rocks 	
PALEOZOIC	<ul style="list-style-type: none"> Metasedimentary rocks* Crystalline limestone and dolomite* Calaveras Complex (<i>Metasedimentary rocks</i>) Paleozoic-Mesozoic metamorphic rocks Augen gneiss of uncertain age Undifferentiated Paleozoic(?) rocks 	<ul style="list-style-type: none"> Metavolcanic rocks* Calaveras Complex volcanic rocks 	
	PLUTONIC ROCKS		
	<ul style="list-style-type: none"> Mesozoic granitic rocks Mesozoic dioritic rocks Gabbroic rocks* Ultramafic rocks* 		

*Horizontal line pattern denotes mélange terrane.



RANCHO MURIETA COMMUNITY SERVICES DISTRICT REGULAR BOARD MEETING MINUTES

March 18, 2026

Closed Session 3:00 p.m./Open Session 4:00 p.m.

1. CALL TO ORDER/ROLL CALL

President Merchant called the Regular Board Meeting of the Board of Directors of Rancho Murieta Community Services District to order at 3:00 p.m. in the District meeting room, 15160 Jackson Road, Rancho Murieta. Directors present at the District office were Linda Butler, Randy Jenco, Tim Maybee and John Merchant, Bill Gere was absent. Also present at the District office were Amelia Wilder, Interim General Manager; Cecilia Min, Director of Finance and Administration; Travis Bohannon, Interim Director of Operations and Chief Plant Operator; Corey Carskaddon, Utility Supervisor; Patrick Enright, District General Counsel; and Dyanne Fleet, Interim District Secretary/Clerk of the Board.

2. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of Litigation pursuant of paragraph (4) of subdivision (d) of Government Code section 54956.9 (One Case)

B. PUBLIC EMPLOYEE DISCIPLINE

3. OPEN SESSION

President Merchant reported that there was no action to report from the Closed Session.

4. PUBLIC COMMENTS

No. Public Comment

5. CONSENT CALENDAR

Director Jenco requested Item 5F, and Director Maybee requested Item 5M be pulled from the Consent Calendar to discuss separately. **Motion/Maybee to Approve Consent Calendar excluding Items 5F and 5M. Second/Butler. Roll Call Vote: Ayes: Butler, Jenco, Merchant, Maybee. Noes: None. Absent: Gere: None. Abstain: None.**

Motion/Jenco to Approve Item 5F Resolution 2026-04, Surplus Equipment and Demo Safety Center. Second/Butler. Roll Call Vote: Ayes: Butler, Jenco, Merchant, Maybee. Noes: None. Absent: Gere: None. Abstain: None.

Motion/Maybee to Approve Item 5M Revised Non-Represented Employee Salary Survey, with the removal of the Security Sergeant, General Manager, and Director of Operations positions from the survey, and noting that retroactive pay, as outlined in the memo, was approved. Second/Butler. Roll Call Vote: Ayes: Butler, Jenco, Merchant, Maybee. Noes: None. Absent: Gere: None. Abstain: None.

6. REVIEW DISTRICT MEETING DATES/TIMES NOVEMBER 2025

Directors Merchant and Butler agreed to move the Personnel Committee meeting to April 6, 2026, at 10:00 a.m.

7. CORRESPONDENCE

No Correspondence

8. STAFF REPORTS

Complete Staff Reports can be found on March 18, 2026, Regular board Meeting Packet on the District's website or by clicking [here](#).

Under Agenda Item 8A, Ms. Wilder gave a summary of the General Manager update, including:

- Updates on development and water storage efforts
- Update on SB 1383
- Discussed job descriptions being presented to OE3 union representatives and will meet with them after receiving changes to Patrol Officers I & II
- Updates on ad placements for Director of Operations
- Discussed approval from the Board to begin mailing Prop 218 notices
- Discussed status of RMAP; staff completed their submission to GSRMA

Under Agenda Item 8A, Ms. Wilder gave a summary of the Security Department update, including:

- Discussed Security Report
- Discussed Patrol Officer I and II Job Descriptions, Observe and Report and Equipment

Under Agenda Item 8C, Mr. Bohannon gave a summary of the Operations Department update, including:

- Water Treatment Facility
- February 2026 Drinking Water Production Data
- Water Consumption
- Raw Water Storage & Delivery
- Utilities Activities
- Sewer
 - Wastewater Facility
- Project Updates
 - Plant #1 turned off for Annual Maintenance and is scheduled to restart April 1st
 - SCADA Server Replacement Project
 - CIP Hypo Conversion at Water Plant is complete and under Budget
 - January 31, 2025, Reservoir levels
 - WSC Update

Under Agenda Item 8D, Director Butler gave a summary on Personnel, Security, and Communications updates including:

- Reviewed General Manager update
- Discussed Salary Survey for Non-Represented Employees
- Reviewed Security Camera Workshop updates
- Reviewed Security Guard Job Descriptions for Patrol Officers I & II
- Discussed Front Landscape Beautification Project
- Discussed the Pipeline and Living in Harmony

Under Agenda Item 8B, Ms. Min gave a summary of the ^{40.} Finance and Administration update, including:

- State of Accounting
 - A. FY23-24 Audit is delayed shifting focus to FY26/27 Budget
 - B. FY24-25 Audit delayed shifting focus to FY26/27 Budget
 - C. FY25-26 Audit is delayed shifting focus to FY26/27 Budget
- Reviewed First Pass Draft of Budget – FY26-27
- Reviewed Budget Calendar

9. AD HOC COMMITTEE REPORTS

A. ADMINISTRATIVE OVERSERITE/GM HIRING UPDATE

Director Merchant updated the Board on items discussed at the Ad Hoc Committee.

B. WATER VISION REPORT

Director Jenco updated the Board on WSC progress.

C. Security Working Group Report

Director Butler updated the Board on SWG progress.

10. REVIEW FY26-27 DRAFT BUDGET AND AUTHROIZE PROP 218 NOTICE

Ms. Min discussed the FY26-27 draft budget which will likely be refined over the next several months as more accurate assumptions and projections become available. Under Proposition 218 requirements, the proposed rate increase represents the maximum allowable adjustment; the District cannot increase the rate beyond this amount without initiating a new Proposition 218 process. However, the rate may be reduced if warranted, meaning the current proposal effectively establishes a cap for the upcoming fiscal period.

Motion/Merchant to Approve Prop 218 Notice. Second/Butler. Roll Call Vote: Ayes: Butler, Jenco, Merchant, Maybee. Noes: None. Absent: Gere. Abstain: None.

11. APPROVE RESOLUTION R2026-08 COMPREHENSIVE AGREEMENT FOR WELL

Motion withdrawn by Director Merchant

12. APPROVAL OF RECRUITMENT FOR GM AND DIRECTOR OF OPERATIONS POSITIONS

After reviewing three firms, the Board selected Peckham & McKinney for its experience and responsiveness, approved moving forward with General Manager recruitment, and authorized staff to negotiate a reduced price for Director of Operations recruitment.

Motion/Maybee to Approve Peckham and McKenney for the Recruitment of a GM and negotiate down on price for Director of Operations. Second/Butler. Roll Call Vote: Ayes: Butler, Jenco, Maybee, and Merchant. Noes: None. Absent: Gere. Abstain: None.

13. APPROVE RESOLUTION R2026-07 INCREASING PAYMENT OF DIRECTORS STIPENDS FROM THREE TO SIX DAYS PER MONTH

This Item was eliminated.

14. APPROVE ADDITION OF ADMINISTRATIVE MANAGER POSITION

The Board discussed creating an Administrative Manager position to address workload gaps and improve efficiency. While concerns were raised about cost and timing, there was support for establishing the role. The Board agreed to move forward with the job description and conduct a salary survey, with funding to be considered at a later time.

Motion/Butler to Approve revising the Job Description and Salary Survey of Administrative Manager Position. Second/Maybee. Roll Call Vote: Ayes: Butler, Maybee, and Merchant. Noes: None. Absent: Gere. Abstain: Jenco

15. APPROVE PURCHASE OF DAM INSURANCE WITH THE GOLDEN STATE RISK MANAGEMENT AUTHORITY FOR

FY26-27

This item was tabled for further discussion. Ms. Fleet to forward Insurance report to Board members for review.

16. APPROVE EMERGENCY PURCHASE OF MEMBRANES

The Board approved the purchase of 15 membrane modules to replace failed units and maintain plant capacity until a long-term CIP replacement is implemented.

Motion/Merchant to Approve Emergency Purchase of Membranes. Second/Maybee. Roll Call Vote: Ayes: Butler, Jenco, Merchant, Maybee. Noes: None. Absent: Gere. Abstain: None.

17. DISCUSSION AND APPROVAL OF INDEMNIFICATION AGREEMENT WITH RIVER CANYON PROPERTIES, LLC.

Motion/Merchant to move item to April Board Meeting – Closed Session. Second/Maybee. Roll Call Vote: Ayes: Butler, Jenco, Merchant, Maybee. Noes: None. Absent: Gere. Abstain: None.

18. DIRECTOR COMMENTS/SUGGESTIONS

The Board of Directors thanked Ms. Min for her hard work in preparing the draft budget.

19. ADJOURNMENT

Time meeting was adjourned at 8:49 p.m.

Respectfully submitted,

Dyanne Fleet
Interim District Secretary/Clerk of the Board

MEMORANDUM

Date: April 2, 2026
To: Board of Directors
From: Security Committee Staff
Subject: April 2, 2026, Special Security Committee Meeting Minutes

1. CALL TO ORDER

Director Butler called the meeting to order at 11:00 a.m. Present was Director Butler and Director Merchant. Present from District staff were Amelia Wilder, Interim General Manager; Branden Arino, Security Supervisor; and Dyanne Fleet, Interim District Secretary/Clerk of the Board.

2. PUBLIC COMMENT

No Public Comments

3. SECURITY REPORT

The Security Department continues to prioritize staffing stability, operational readiness, and proactive community engagement. Operational improvements include updating after-hours business contacts and implementing a monthly scheduling system distributed on the third Friday to improve consistency and coverage. The department continues coordination with RMA through enforcement and committee participation. Recent incidents include a golf cart collision with injury, a vehicle crash on the golf course involving a minor, and a commercial burglary where patrol presence likely prevented further loss. A hazardous prank involving firecrackers on a vehicle also underscores the need for community awareness. Activity remains high, with over 10,000 monthly visitor entries, alongside increasing concerns about incidents in commercial areas and future security coverage needs.

4. SECURITY TRADESHOW REPORT FROM BRANDEN ARINO

Attendance at the ISC West 2026 provided a valuable opportunity to evaluate emerging security technologies, engage with vendors, and assess solutions applicable to Rancho Murieta CSD operations. A key highlight was Robotic Assistance Devices (RAD), which showcased autonomous security units capable of continuous patrol, real-time alerts, license plate recognition, motion detection, and two-way communication, offering a potential way to expand coverage without increasing staffing. More broadly, the conference emphasized rapid advancements in artificial intelligence, particularly in camera systems with facial recognition and analytics capable of tracking individuals across multiple feeds. This level of automation highlights significant potential to enhance gate operations and manage the district's high volume of interactions—over 250,000 annually—by improving efficiency, response time, and situational awareness, while also raising considerations around cost, implementation, and privacy.

5. CAMERA WORKSHOP UPDATE

The committee briefly discussed the status of the camera workshop. The recommendation is to continue preliminary work—such as identifying camera needs and completing preparatory planning—so the project can move forward efficiently once funding is confirmed. Additionally, there was support for reconvening joint security committee meetings with representation from all relevant parties, as meaningful progress on broader security discussions, including potential operational changes, will require coordinated collaboration.

6. SECURITY GUARD JOB DESCRIPTION CHANGE

After discussion, the committee determined that the core issue is what equipment patrol officers are authorized to carry—not the job title. The last union-approved description includes handcuffs, a baton, and pepper spray, while newer updates lack union approval. Conflicting direction has left staff without clear guidance. A formal Board vote on each equipment item is needed to establish clarity, ensure compliance, and ensure safe, consistent operations.

6. UPDATE MEETING WITH OE3

This item was discussed in item #6.

7. DIRECTOR AND STAFF COMMENTS

Director Butler discussed the Security budget deficit, noting that any adjustments would likely impact staffing or operations. The committee emphasized the need for legal clarification on funding options, with final decisions resting with the Board.

Director Butler also discussed reconvening a joint security meeting with Rod Hart to explore RMA potentially taking over Security. Ms. Wilder will send out invitations to the meeting.

8. ADJOURNMENT

The meeting was adjourned at 11:49 a.m.

MEMORANDUM

Date: April 2, 2026
To: Board of Directors
From: Communication & Technology Committee Staff
Subject: April 2, 2026, Communication & Technology Committee Meeting Minutes

1. CALL TO ORDER

Director Butler called the meeting to order at 10:00 a.m. Present was Director Butler. Present from District staff were Amelia Wilder, Interim General Manager; Branden Arino, Security Supervisor; and Dyanne Fleet, Interim District Secretary/Clerk of the Board.

2. COMMENTS FROM THE PUBLIC

None.

3. UPDATE ON WEBSITE AND SOCIAL MEDIA

Ms. Wilder provided an update on the website and Facebook statistics.

4. PIPELINE

A. Good News

- Bring Me Home Safe Program is working!
- RMCS D will have new aerial photos of the District on display
- Safety Center will be removed in the next few weeks

B. RMA Gate Procedures

- Reviewed Rules and Best Practices to enter gates
- Update Pipeline with simple gate rules to remind residents of the process

5. LIVING IN HARMONY

A. Community Letters in Process

DIRECTOR AND STAFF COMMENTS

Director Butler shared that RMCS D's Beautification Project is currently on hold due to budget constraints. In the interim, she is prioritizing the organization of a Strategic Planning Meeting to take place within the next few weeks. This meeting will focus on several key areas, including:

- Defining and/or refining the District's **Mission, Vision, and Objectives/Goals**
- Revisiting the **Responsibilities and Duties of the Board and General Manager**
- Reviewing requirements under the **Brown Act**
- Initiating discussion and planning for future **Infrastructure System Planning Sessions**

Staff requested the District implement quarterly employee rewards.

A. ADJOURNMENT

The meeting was adjourned at 10:56 a.m.

MEMORANDUM

Date: April 6, 2026
To: Board of Directors
From: Personnel Committee Staff
Subject: April 6, 2026, Special Personnel Committee Meeting Minutes

1. CALL TO ORDER

Director Butler called the meeting to order at 10:00 a.m. Present were Directors Butler and Director Merchant. Present from District staff were Amelia Wilder, Interim General Manager; Travis Bohannon, Interim Director of Operations; and Dyanne Fleet, Interim District Secretary/Clerk of the Board.

2. PUBLIC COMMENTS

None.

3. OFFER LETTERS, PERSONNEL MANUAL TO INCLUDE ARBITRATION AGREEMENT

The committee discussed updates to employment practices, including strengthening offer letters and agreements. It was agreed that offer letters will be standardized and expanded to include key provisions such as arbitration language and contingencies like background checks and physicals, with flexibility to add role-specific requirements when needed. The use of formal contracts will remain limited to the General Manager position. The new personnel manual will be brought back to the committee in May and once approved by the Board all employees are to sign as a condition of employment and will include a arbitration agreement for current and future staff.

4. REVISED SERVICES AGREEMENT

The committee discussed revisions to the services agreement to ensure greater clarity and cost control regarding vendor presentations. It was agreed that all contracts should clearly indicate whether a final presentation to the Board is included in the base fee. If not, vendors must provide a defined cost and timeline for such presentations. Additionally, the agreement will require vendors to specify a per-presentation cost for any additional meetings, allowing the Board to determine in advance how many presentations are needed and avoid unexpected charges. This item will move to the April Board meeting for approval.

5. GENERAL MANAGER AND DIRECTOR OF OPERATIONS

- a. **Recruitment Update:** The committee received a recruitment update, noting that the process for hiring a General Manager is underway, with outreach, interviews, and marketing materials in development, and recruitment expected to begin later this month. Initial plans targeted hiring a General Manager first, followed by recruitment for the Director of Operations; however, the Committee expressed concern about operational stability and emphasized the need to fill the Director of Operations position as soon as possible. As a result, there was consensus to explore conducting both recruitments concurrently, subject to confirmation from the recruiter. Regular updates will be provided to the Board as the process moves forward.
- b. **General Manager Salary Survey:** The Committee agreed to move this item to the April Board meeting for approval.
- c. **Revised Director of Operations Job Description:** The committee discussed certification requirements for the Director of Operations position, noting challenges in recruitment due to state-mandated

licensing requirements. Staff emphasized that certain certifications, particularly a Grade 4 wastewater license—are critical for operational compliance, as they are required to legally sign reports and run the facility. The committee agreed to revise the language to reflect that Grade 4 certifications are “Expected,” with a reasonable timeframe (approximately 24 months) and the candidate must have a “Mandatory” Grade 3 water certification. This approach balances recruitment flexibility with regulatory requirements and operational needs. The committee agreed to update the job description and forward to the April Board meeting for approval.

6. UPDATE AND CHANGES TO REPLACE TEMPORARY ORG CHART

With a minor change the Committee agreed to move what will become the New Org Chart, once a General Manager is hired, to the April Board meeting for approval.

- a. **Manager of Administrative Service/Clerk of the Board Job Title and Description Changes:** The Committee agreed to make a minor change to the job description and move this item to the April Board meeting for approval.

7. STRATEGIC PLANNING WORKSHOP

- a. **Brown Act:** The Committee discussed reviewing the Brown Act with the Board of Directors.
- b. **Board Responsibility (Mission, Vision, Objective) and Interactions:** Director Butler noted the District should proceed with a strategic planning workshop to establish mission, vision, and objectives which rest with the current board, and that guidance should be in place before transitioning to a new general manager. The plan should reflect a multi-year effort, balancing immediate needs with phased initiatives. Holding the workshop as soon as feasible will establish a structured path forward.

8. RESOLUTION R2026-10 ROD HART

The Committee agreed to move this item to the April Board meeting for approval.

9. DIRECTORS & STAFF COMMENTS/SUGGESTIONS

No Comments

10. ADJOURNMENT

The meeting was adjourned at 11:49 a.m.

MEMORANDUM

Date: April 7, 2026
To: Board of Directors
From: Improvements Committee Staff
Subject: April 7, Improvements Committee Meeting Minutes

1. CALL TO ORDER

Director Gere called the meeting to order at 8:00 a.m. Present were Directors Gere and Jenco. Present from District staff were Amelia Wilder, Interim General Manager; Travis Bohannon, Interim Director of Operations; and Dyanne Fleet, Interim District Secretary/Clerk of the Board

2. COMMENTS FROM THE PUBLIC

No Comments

3. IMPROVEMENTS STAFF REPORT

The following topics were discussed:

- A. Dunn Report for Geophysical Exploration – Mr. Dunn spoke to the Committee regarding his geophysical methods: electrical resistivity and seismic refraction to more accurately identify optimal well locations. Mr. Dunn’s approach builds on prior work from over a decade ago but incorporates newer data, including aerial geophysics, to refine site selection and reduce risk. The Committee recommends forwarding this item to the April board meeting for approval of proposal.
- B. Update from Domenichelli & Associates on Storage Tank – Mr. Domenichelli updated the Committee on his preferred location based on the engineering analysis; The proposed location near the treatment plant and at a similar elevation to existing tanks remains the most cost-effective and operationally reliable option, minimizing pumping costs, pipeline length, and system vulnerability. Mr. Domenichelli recommends the Committee request that the Board proceed with a tank of sufficient size, move forward with land negotiations.
- C. Final Plans and Emergency Work for MEC – Mr. Domenichelli discussed final plans and emergency repairs for the MEC culvert, which is severely deteriorated and at risk of failure, posing safety and drainage concerns. He and Mr. Pearson developed a plan to replace it with larger, more durable culverts and stabilize the banks. The Committee agreed to bring this item to the April board meeting to decide on the emergency declaration and authorization to proceed.
- D. Comprehensive Agreement for Well –The Committee agreed to not advance this item to the Board until CSD has hired a water attorney and clearer direction is established.
- E. Update Washout Clementia Overflow Channel – Mr. Bohannon updated the Committee on repairs to the Clementia Overflow Channel. The District has ordered replacement pipes and once they are received District staff will proceed with repairs.
- F. Midge Fly Agreement with RMA – RMA has not commented on this document. The Committee recommends forwarding this item to the April board meeting, with changes received from RMA, for approval with changes if needed.

- G. WSC Technical Study – WSC agreed to a Teams Meeting to review their report with the Board of Directors during the April board meeting. This item has been scheduled.
- H. Integrate Maddaus Report Data with Working Group – The Committee requested Ms. Wilder to reach out to Ms. Maddaus and schedule a meeting to review cost to finalize previous Draft report and to include new water usage data and new development.
- I. Agreements for Algae Treatments from Solitude Lake Management – The Committee recommends forwarding this item to the April board meeting for approval of the Seclear Treatment.
- J. TNT Master Services Agreement – The Committee recommends forwarding this item to the April board meeting for approval to renew three (3) year term.
- K. Compliance Quote from Condor CalARP – The Committee recommends forwarding this item to the April board meeting for approval of reports due to the State.
- L. M3 Master Services Agreement - The Committee recommends forwarding this item to the April board meeting, once the rate sheet is received, for approval to renew three (3) year term.
- M. APS Environmental Quote - The Committee recommends forwarding this item to the April board meeting for approval of proposal to remove sludge in Pond 2 at the wastewater treatment plant.
- N. Easements for Country Club Property – The Committee requested Ms. Wilder reach out to RMP for a Right of Entry Agreement so that work can begin bring this item to to the April Board meeting.
- O. 14th Fairway 36” Storm Drain Repair Quote – The Committee requested Ms. Wilder to receive a Right of Entry from Districts Legal Council then for Mr. Bohannon to proceed with repairs from Veerkamp after receiving approval from the Board at the April meeting.
- P. Rate Studies – The Committee agreed the recommended approach is to secure legal guidance on the 670 FSA contract, then proceed with cost assessments and studies in a structured timeline, keeping negotiations and rate updates separate. Director Gere directed Staff to create a timeline of all of the steps that need to be taken to obtain an accurate rate study.
- Q. Surplus Registers – The Committee recommends forwarding R2026-11 Surplus Equipment to the April board meeting for approval.
- R. Working Vision Group Update – Mr. Shewchuk updated the Committee on the Working Vision Groups tasks.

4. DIRECTOR AND STAFF COMMENTS

No Comments

5. ADJOURNMENT

The meeting was adjourned at 11:37 a.m.

MEMORANDM

Date: April 9, 2026
To: Board of Directors
From: Finance Committee Staff
Subject: April 9, 2026, Finance Committee Meeting Minutes

1. CALL TO ORDER

Director Merchant called the meeting to order at 10:00 a.m. Present were Director Merchant and Director Gere. Present from District staff were Amelia Wilder, Interim General Manager; Cecilia Min, Director of Finance and Administration; Travis Bohannon, Interim Director of Operations; and Dyanne Fleet Interim District Secretary/Clerk of the Board.

2. PUBLIC COMMENTS

None.

3. AUDIT UPDATES

The FY23 and FY24 audits are nearly complete, including accounts payable for both years. Ms. Min has reviewed seven years of bond-related expenses from the CSD account and finalized fixed assets. The remaining work is primarily wrap-up and final review, after which the audits will be ready to begin.

4. FINANCE REPORT

The budget-to-actual report is generally in line with Ms. Min's benchmarks. All figures remain preliminary pending full reconciliations and month-end review.

5. REVIEW BUDGET CALENDAR

Ms. Min reviewed the Budget calendar with the Committee.

6. SECURITY BUDGET

Ms. Min discussed the current funding model under Measure J, with its 2% cap, has not kept pace with rising costs such as salaries, benefits, insurance, and administrative support, resulting in ongoing operating shortfalls that are being backfilled by reserves or property tax allocations. This approach is not sustainable, and the Board will need to formally address whether to reduce service levels, reallocate unrestricted revenue, or pursue a revised funding mechanism, as the existing model no longer supports the true cost of operations.

7. CAPITAL IMPROVEMENT BUDGET AND RESTRICTED FUNDS

The figures remain preliminary, with FY25 and the current year still under review. For FY25–26, projected reserves total \$13.9M, after CIP spending, the balance drops to about \$5.2M. **The Improvements CIP list will be moved to the Improvements Committee in May for further discussions.**

8. ACCOUNTING DEPARTMENT STRUCTURE – FY26/27

Ms. Min discussed the accounting structure which includes one accountant and several support roles. Processes such as bank reconciliations, balance sheet reconciliations, developer billing, fire hydrant billing, and reserve tracking. Ms. Min has requested adding an additional accountant and restructuring roles so that routine tasks are handled efficiently while enabling deeper financial analysis, system oversight, and accurate reporting. **Job Descriptions will move to Personnel Committee for review in May.**

9. APPROVAL: PAY OFF BOND ADMINISTRATIVE COSTS PAID BY RMCS D FROM BANK OF AMERICA

The District maintains a Bank of America account tied to legacy Water Treatment Plant construction activity that has had minimal activity for several years but continues to incur \$500–\$600 in monthly fees. Ms. Min recommended transferring funds to reimburse the District for eligible costs and then close the Bank of America account to eliminate ongoing fees and simplify banking structure. **This item will move forward to the April Board meeting.**

10. DIRECTOR COMMENTS

None

11. ADJOURNMENT

The meeting was adjourned at 12:05 P.M.

Ranges: From: To: From: To:
 Check Number First Last Check Date 3/1/2026 3/31/2026
 Vendor ID First Last Checkbook ID First Last
 Vendor Name First Last

Sorted By: Check Number

* Voided Checks

Check Number	Vendor ID	Vendor Check Name	Check Date	Checkbook ID	Audit Trail Code	Amount
003096	STU	Stuntcams LLC	3/4/2026	BANNER	PMCHK00001955	\$7,944.00
003105	ROBHAL	Robert Half	3/6/2026	BANNER	PMCHK00001961	\$56,554.86
003106	STAWATRES	State Water Resources Control	3/6/2026	BANNER	PMCHK00001961	\$26,411.59
003107	APPBYDES	Applications By Design, LLC	3/6/2026	BANNER	PMCHK00001962	\$1,295.00
003108	BROMECC	Brower Mechanical, Inc	3/6/2026	BANNER	PMCHK00001962	\$708.10
003109	CAAIRRE	CARB/PERP	3/6/2026	BANNER	PMCHK00001962	\$1,100.00
003110	CALHOLCOR	CALIBER COLLISION CENTERS	3/6/2026	BANNER	PMCHK00001962	\$10,839.41
003111	CERLAWCAR	Cervantes Lawn Care	3/6/2026	BANNER	PMCHK00001962	\$900.00
003112	CINTAS	Cintas	3/6/2026	BANNER	PMCHK00001962	\$302.18
003113	CONEQUSER	Concrete Equipment Services, I	3/6/2026	BANNER	PMCHK00001962	\$627.19
003114	CRIALESEC	Crime Alert Security	3/6/2026	BANNER	PMCHK00001962	\$120.00
003115	DOMANDASS	Domenichelli and Associates, I	3/6/2026	BANNER	PMCHK00001962	\$6,020.00
003116	ECOPLASYS	Economic & Planning Systems, I	3/6/2026	BANNER	PMCHK00001962	\$1,282.50
003117	FASTENAL	Fastenal Company	3/6/2026	BANNER	PMCHK00001962	\$954.24
003118	GAL	Galls	3/6/2026	BANNER	PMCHK00001962	\$111.96
003119	KWASAFHAZ	KWA Safety & Hazmat Consultant	3/6/2026	BANNER	PMCHK00001962	\$1,920.00
003120	NORCALL	Nor-Cal Lifting and Repairs	3/6/2026	BANNER	PMCHK00001962	\$1,462.56
003121	PACSUPCOR	Pace Supply Corp	3/6/2026	BANNER	PMCHK00001962	\$3,068.51
003122	PIRPOWINN	Pirtek Power Inn	3/6/2026	BANNER	PMCHK00001962	\$552.31
003123	ROTHSTF	Roth Staffing Companies, L.P.	3/6/2026	BANNER	PMCHK00001962	\$3,613.35
003124	STAOFCAL	State of California	3/6/2026	BANNER	PMCHK00001962	\$741.54
003125	STR	Streamline	3/6/2026	BANNER	PMCHK00001962	\$1,030.00
003126	VESTIS	Vestis	3/6/2026	BANNER	PMCHK00001962	\$410.04
003127	WATSUR	Watchdogs Surveillance	3/6/2026	BANNER	PMCHK00001962	\$560.00
003128	WWGRA	Grainger	3/6/2026	BANNER	PMCHK00001962	\$521.58
003129	STAWATRES	State Water Resources Control	3/6/2026	BANNER	PMCHK00001963	\$201.00
003130	STAWATRES	State Water Resources Control	3/6/2026	BANNER	PMCHK00001964	\$173.00
003131	ROBHAL	Robert Half	3/6/2026	BANNER	PMCHK00001965	\$19,913.79
003132	ACC&ASS	Accounting & Association Softw	3/18/2026	BANNER	PMCHK00001966	\$4,875.00
003133	APPBYDES	Applications By Design, LLC	3/18/2026	BANNER	PMCHK00001966	\$5,647.50
003134	BOR&MAH	Borges & Mahoney	3/18/2026	BANNER	PMCHK00001966	\$3,050.75
003135	CADEPJUS	Department of Justice	3/18/2026	BANNER	PMCHK00001966	\$32.00
003136	CALSPEDIS	California Special Districts A	3/18/2026	BANNER	PMCHK00001966	\$9,930.00
003137	CLAVAL	Griswold Industries DBA Cla-Va	3/18/2026	BANNER	PMCHK00001966	\$2,995.87
003138	CLESWE	Cleansweep Environmental dba C	3/18/2026	BANNER	PMCHK00001966	\$441.38
003139	COR&MAI	Core & Main LP	3/18/2026	BANNER	PMCHK00001966	\$23,948.13
003141	EASBAYMUNUTIDIS	East Bay Municipal Utility Dis	3/18/2026	BANNER	PMCHK00001966	\$787.08
003142	EASTPEN	East Penn Manufacturing Co	3/18/2026	BANNER	PMCHK00001966	\$350.77
003143	EVERMER	EverGood Merch	3/18/2026	BANNER	PMCHK00001966	\$1,255.70
003144	FASTENAL	Fastenal Company	3/18/2026	BANNER	PMCHK00001966	\$73.87
003145	FASTENERS	Fasteners Inc.	3/18/2026	BANNER	PMCHK00001966	\$2,282.66
003146	FERWAT	Ferguson Waterworks	3/18/2026	BANNER	PMCHK00001966	\$12,135.73
003147	FIDNATCOM	Fidelity National Title Compan	3/18/2026	BANNER	PMCHK00001966	\$221.95
003148	HOLOFCAL	Holt of California	3/18/2026	BANNER	PMCHK00001966	\$1,758.77
003149	HRTOGO	HRtoGo, LLC	3/18/2026	BANNER	PMCHK00001966	\$3,350.00
003150	IRRLODI	Irrigation Resources Lodi LLC	3/18/2026	BANNER	PMCHK00001966	\$119.78
003151	JBBOS	J B Bostick Company	3/18/2026	BANNER	PMCHK00001966	\$16,624.00
003152	LUM&ASS	Lumos & Associates, Inc.	3/18/2026	BANNER	PMCHK00001966	\$840.39
003153	NORCALL	Nor-Cal Lifting and Repairs	3/18/2026	BANNER	PMCHK00001966	\$650.00
003154	OPEENGLCC	Operating Engineers Local Unio	3/18/2026	BANNER	PMCHK00001966	\$790.16
003155	PACSUPCOR	Pace Supply Corp	3/18/2026	BANNER	PMCHK00001966	\$6,529.74
003156	PIRPOWINN	Pirtek Power Inn	3/18/2026	BANNER	PMCHK00001966	\$721.68
003157	POL	Ferguson Enterprises LLC #3326	3/18/2026	BANNER	PMCHK00001966	\$2,306.95
003158	SACCOUSHE	Sacramento County Sheriff's Of	3/18/2026	BANNER	PMCHK00001966	\$42.00
003159	SAFCEN	Safety Center, Inc.	3/18/2026	BANNER	PMCHK00001966	\$1,950.00
003160	SOLLAKMAN	Solitude Lake Management LLC	5/18/2026	BANNER	PMCHK00001966	\$2,559.07

* Voided Checks

Check Number	Vendor ID	Vendor Check Name	Check Date	Checkbook ID	Audit Trail Code	Amount
003161	STAOFCALTAX	State of California - CA Depar	3/18/2026	BANNER	PMCHK00001966	\$4,668.32
003162	STR	Streamline	3/18/2026	BANNER	PMCHK00001966	\$1,030.00
003163	TEIAGG	Teichert Aggregates	3/18/2026	BANNER	PMCHK00001966	\$512.69
003165	ABSDIR	ABS Direct	3/18/2026	BANNER	PMCHK00001966	\$1,584.56
003166	CALTRON	Caltronics	3/18/2026	BANNER	PMCHK00001966	\$575.81
003168	UNISOLUSA	Univar Solutions USA Inc	3/18/2026	BANNER	PMCHK00001966	\$5,130.00
003169	USABLUBOO	USA Blue Book	3/18/2026	BANNER	PMCHK00001966	\$3,764.39
003170	WATSUR	Watchdogs Surveillance	3/18/2026	BANNER	PMCHK00001966	\$370.00
003171	CADEPJUS	Department of Justice	3/18/2026	BANNER	PMCHK00001967	\$32.00
003172	FIDNATCOM	Fidelity National Title Compan	3/18/2026	BANNER	PMCHK00001967	\$1,108.65
003175	TESLA	TESLA INC	3/19/2026	BANNER	PMCHK00001971	\$16,867.44
003186	COUOFSAC	County of Sacramento	3/24/2026	BANNER	PMCHK00001972	\$13,604.50
003187	COUOFSAC	County of Sacramento	3/24/2026	BANNER	PMCHK00001973	\$13,630.26
EFT0000000000061	CALWASREC	California Waste Recovery Syst	3/3/2026	BANNER	PMCHK00001954	\$232,951.63
EFT0000000000062	PROELE&	Prodigy Electric & Controls In	3/5/2026	BANNER	PMCHK00001958	\$56,145.05
EFT0000000000063	A&DAUTGAT	A&D Automatic Gate	3/18/2026	BANNER	PMCHK00001968	\$3,337.28
EFT0000000000064	APSENV	APS Environmental	3/18/2026	BANNER	PMCHK00001968	\$13,320.45
EFT0000000000065	CALLABSER	California Laboratory Services	3/18/2026	BANNER	PMCHK00001968	\$4,664.00
EFT0000000000066	CHECHEUS	Chemtrade Chemicals US LLC	3/18/2026	BANNER	PMCHK00001968	\$14,635.96
EFT0000000000067	CLAPESCON	Clark Pest Control	3/18/2026	BANNER	PMCHK00001968	\$1,628.00
EFT0000000000068	GAL	Galls	3/18/2026	BANNER	PMCHK00001968	\$225.09
EFT0000000000069	INTTECSOL	Intelligent Technical Solution	3/18/2026	BANNER	PMCHK00001968	\$9,078.78
EFT0000000000070	PROELE&	Prodigy Electric & Controls In	3/18/2026	BANNER	PMCHK00001968	\$25,665.71
EFT0000000000071	ROBHAL	Robert Half	3/18/2026	BANNER	PMCHK00001968	\$22,811.62
EFT0000000000072	ROTHSTF	Roth Staffing Companies, L.P.	3/18/2026	BANNER	PMCHK00001968	\$9,277.71
EFT0000000000073	RWG	RWG Law	3/18/2026	BANNER	PMCHK00001968	\$8,700.00
EFT0000000000074	SUPEQUREP	Superior Equipment Repair	3/18/2026	BANNER	PMCHK00001968	\$2,588.39
EFT0000000000075	VESTIS	Vestis	3/18/2026	BANNER	PMCHK00001968	\$816.08
EFT0000000000076	WWGRA	Grainger	3/18/2026	BANNER	PMCHK00001968	\$107.47
EFT0000000000077	ABSDIR	ABS Direct	3/26/2026	BANNER	PMCHK00001974	\$7,706.48

Total Checks: 86

Total Amount of Checks: \$732,147.96

MEMORANDUM

Date: April 8, 2026
To: Board of Directors
From: Amelia Wilder, Interim General Manager
Subject: Consider Adoption of Resolution R2026-06, A Resolution Calling the General District Election and Consolidation with the Statewide Election to be Held on November 3, 2026

RECOMMENDED ACTION

Adopt Resolution R2026-06, a resolution calling the General District Election and consolidation with the Statewide election to be held on November 3, 2026 for the purpose of electing three (3) candidates whose terms expire in 2030, and one (1) candidate whose term will expire in 2028.

BACKGROUND

This is the standard Resolution that the Board adopts in election years. The Resolution calls for holding the election with the General Election on November 3, 2026 for the purpose of electing three (3) candidates whose terms expire in 2030, and one (1) candidate whose term will expire in 2028; for candidates to pay for the publication of their candidate statement pursuant to Elections Code Section 13307; and to limit the candidate statements to 200 words. The District also agrees to reimburse the Registrar of Voters for actual costs incurred, as we have done in the past.

RESOLUTION R2026-06

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RANCHO MURIETA COMMUNITY SERVICES DISTRICT, CALIFORNIA, CALLING THE GENERAL DISTRICT ELECTION AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SACRAMENTO TO CONSOLIDATE THE DISTRICT GENERAL ELECTION TO BE HELD ON NOVEMBER 3, 2026, WITH THE STATEWIDE GENERAL ELECTION ON THE SAME DATE

WHEREAS, an election will be held within the Rancho Murieta Community Services District (“District”) on November 3, 2026, for the purpose of electing three (3) members of the Board of Directors who will serve a full term of four (4) years and one (1) member of the Board of Directors who will serve for a remaining term of two (2) years; and

WHEREAS, a statewide general election will be held within the County of Sacramento (the “County”) on the same day; and

WHEREAS, Elections Code Section 10403 requires jurisdictions to file with the Board of Supervisors, and a copy with the Registrar of Voters, a resolution requesting consolidation with a statewide election.

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

SECTION 1. Pursuant to the requirements of the laws of the State of California relating to special districts, the elective offices of the District to be filled at the next General District Election shall be as follows:

- (a) A member of the Board of Directors for a full term of four (4) years.
- (b) A member of the Board of Directors for a full term of four (4) years.
- (c) A member of the Board of Directors for a full term of four (4) years.
- (d) A member of the Board of Directors for the remaining term of two (2) years, which expires in November 2028.

SECTION 2. Pursuant to Elections Code Sections 10400 and 10403, the Rancho Murieta Community Services District requests the Board of Supervisors of Sacramento County to consolidate the regularly scheduled General District Election with the statewide election to be held on November 3, 2026.

SECTION 3. Pursuant to Elections Code Section 13307(a), the candidate is to pay for the publication of the candidate’s statement. The limitation on the number of words that a candidate may use in his or her candidate’s statement is 200 words.

SECTION 4. The Rancho Murieta Community Services District requests the Board of Supervisors of Sacramento County to permit the Registrar of Voters to perform any and all services necessary for conducting the election.

SECTION 5. The Rancho Murieta Community Services District recognizes that additional costs will be incurred by the County of Sacramento by reason of this consolidation and agrees to reimburse the County of Sacramento for actual costs accrued in conducting the consolidated election, such costs to be calculated by the method set forth in the County’s current Election Cost Allocation Procedures.

PASSED AND ADOPTED on April 15, 2026, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

John Merchant, President of the Board
Rancho Murieta Community Services District

(Seal)

ATTEST:

Dyanne Fleet, Interim District Secretary

MEMORANDUM

Date: April 8, 2026
To: Board of Directors
From: Amelia Wilder, Interim General Manager
Subject: Consider changes to RMCS D Standard Services Agreement

RECOMMENDED ACTION

Approve changes to the District's standard services contract with the addition of the following passage:

___ Is a final presentation to be made to the Board of Directors included in the fee schedule? If not, what would be the timeline and cost for making a presentation to the Board of Directors.

BACKGROUND

Directo Butler asked that we add the above referenced passage to the services agreement to eliminate any additional charges a vendor may charge for a presentation of their work.

**Rancho Murieta Community Services District
Services Agreement**

This Agreement is entered into as of the date last signed and dated below by and between Rancho Murieta Community Services District, a local government agency (“District”), and

_____, a _____ *[Insert type and jurisdiction of entity]* (“Contractor”), who agree as follows:

1 Scope of Work

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

2 Payment

2.1 District shall pay to Contractor a fee based on *[check one]*:

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

___ The fee arrangement described on the attached Exhibit A.

Is a final presentation to be made to the Board of Directors included in the fee schedule? If not, what would be the timeline and cost for making a presentation to the Board of Directors.

The total fee for the Work shall not exceed \$_____ *[delete this sentence if not applicable]*. There shall be no compensation for extra or additional work or services by Contractor unless approved in advance in writing by District. Contractor’s fee includes all of Contractor’s costs and expenses related to the Work.

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

3 Term

3.1 This Agreement shall take effect on the above date and continue in effect until completion of the Work, unless sooner terminated as provided below. Time is of the essence in this Agreement. If Exhibit A includes a Work schedule or deadline, then Contractor must complete the Work in accordance with the specified schedule or deadline, which may be

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

3.2 This Agreement may be terminated at any time by District upon 10 days advance written notice to Contractor. In the event of such termination, Contractor shall be fairly compensated for all work performed to the date of termination as calculated by District based on the above fee and payment provisions. Compensation under this section shall not include any termination-related expenses, cancellation or demobilization charges, or lost profit associated with the expected completion of the Work or other such similar payments relating to Contractor's claimed benefit of the bargain.

4 Professional Ability of Contractor

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

[The paragraphs in section 4.2 can be replaced with "Intentionally omitted" if the District is not requiring the Contractor to designate key personnel.]

4.2 The following individuals are designated as key personnel and are considered to be essential to the successful performance of the work hereunder: ***[Describe Contractor's key personnel by name or by reference, e.g. the individuals whose resumes are included in Exhibit A.]*** Contractor agrees that these individuals may not be removed from the Work or replaced without compliance with the following sections:

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

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

5 Conflict of Interest

5.1 Contractor (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have and shall not acquire any direct

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

5.2 Contractor's duties and services under this Agreement shall not include preparing or assisting District with any portion of District's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with District. District shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of the work contemplated herein. Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with District to ensure that all bidders for a subsequent contract on any subsequent phase, if any, of work contemplated herein have access to the same information, including all conceptual, preliminary, or initial plans or specifications, if any, prepared by Contractor pursuant to this Agreement.

6 Contractor Records

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

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

7 Ownership of Documents

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

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

8 Confidentiality of Information

[The paragraphs in this section can be replaced with the phrase “Intentionally omitted” if the District will not provide any confidential information to the Contractor.]

8.1 Contractor shall keep in strict confidence all confidential, privileged, trade secret, and proprietary information, data and other materials in any format generated, used or obtained by the District or created by Contractor in connection with the performance of the Work under this Agreement (the “Confidential Material”). Contractor shall not use any Confidential Material for any purpose other than the performance of the Work under this Agreement, unless otherwise authorized in writing by District. Contractor also shall not disclose any Confidential Material to any person or entity not connected with the performance of the Work under this Agreement, unless otherwise authorized in advance in writing by District. If there is a question if Confidential Material is protected from disclosure or is a public record or in the public domain, the party considering disclosure of such materials shall consult with the other party concerning the proposed disclosure.

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

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

Confidential Material until such time as a final agreement regarding disclosure is reached or, if an agreement is not reached, a judicial determination is made concerning the demand.

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

9 Compliance with Laws

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

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

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

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

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

9.2.2 Contractor shall comply with the California Labor Code provisions concerning payment of prevailing wage rates, penalties, employment of apprentices, hours of work and overtime, keeping and retention of payroll records, and other requirements applicable to public works as may be required by the Labor Code and applicable state regulations. (See California Labor Code division 2, part 7, chapter 1 (sections 1720-1861),

which is incorporated in this Agreement by this reference.) The state-approved prevailing rates of per diem wages are available at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Contractor also shall comply with Labor Code sections 1775 and 1813, including provisions that require Contractor to (a) forfeit as a penalty to District up to \$200 for each calendar day or portion thereof for each worker (whether employed by Contractor or any subcontractor) paid less than the applicable prevailing wage rates for any labor done under this Agreement in violation of the Labor Code, (b) pay to each worker the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage, and (c) forfeit as a penalty to District the sum of \$25 for each worker (whether employed by Contractor or any subcontractor) for each calendar day during which the worker is required or permitted to work more than 8 hours in any one day and 40 hours in any one calendar week in violation of Labor Code sections 1810 through 1815.

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

Contractor's Public Works Contractor Registration Number: _____

9.2.4 If the Work includes maintenance as defined in section 9.2.1.2 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds \$15,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor's Public Works Contractor Registration Number: _____

d. ***[This paragraph may be replaced with "Intentionally omitted" if the Work is not subject to a grant or loan agreement]*** Contractor may perform some of the Work pursuant to funding provided to the District by various federal and/or state grant and/or loan agreement(s) that impose certain funding conditions on District and its sub-recipients (the "Funding Conditions"). For any such Work, if District informs Contractor about the Funding Conditions, then Contractor agrees to determine, comply with and be subject to the Funding Conditions that apply to District's Contractors and contractors performing the Work, including, but not limited to, provisions concerning record keeping, retention and inspection, audits, state or federal government's right to inspect Contractor's work, nondiscrimination, workers' compensation insurance, drug-free workplace certification, and, compliance with the Americans with Disabilities Act and related State laws.

10 Indemnification.

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

sole negligence or willful misconduct of District or its employees or agents. Contractor's obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

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

11 Insurance

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

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

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

11.1 Entitlement to Broader Coverage. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the District. Furthermore, the above minimum insurance coverage limits can be met through provision of umbrella or excess policy insurance coverage consistent with the provisions of this section 11.

11.2 **Other Requirements.** The general and automobile liability policy(ies) shall be endorsed to name District, its officers, employees, volunteers and agents as additional insureds regarding liability arising out of the Work. Contractor's general and automobile coverage shall be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. District's insurance or self-insurance, if any, shall be excess and shall not contribute with Contractor's insurance. Each insurance policy shall be endorsed to state that coverage shall not be canceled, except after 30 days (10 days for non-payment of premium) prior written notice to District. Insurance is to be placed with insurers authorized to do business in California with a current A.M. Best's rating of A:VII or better unless otherwise acceptable to District. Workers' compensation insurance issued by the State Compensation Insurance Fund is acceptable. Except for professional liability insurance, Contractor agrees to waive subrogation that any insurer may acquire from Contractor by virtue of the payment of any loss relating to the Work. Contractor agrees to obtain any endorsement that may be necessary to implement this subrogation waiver. The workers' compensation policy must be endorsed to contain a subrogation waiver in favor of District for the Work performed by Contractor.

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

12 **General Provisions**

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

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

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

subcontractor shall obtain the required insurance coverages and provide proof of same to District in the manner provided in section 11 of this Agreement.

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

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

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

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

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

District:

Rancho Murieta Community Services District

Attn: _____

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

E-mail: _____

Contractor:

Attn: _____

E-mail: _____

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

12.9 **Signatures and Authority.** Each party warrants that the person signing this Agreement is authorized to act on behalf of the party for whom that person signs. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. Counterparts may be delivered by facsimile, electronic mail (including PDF or any electronic signature complying with California’s Uniform Electronic Transactions Act (Cal. Civ. Code, §1633.1, et seq.) or any other applicable law) or other transmission method. The parties agree that any electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Rancho Murieta Community Services District:

Dated: _____

By: _____

[Name]

[Title]

[Name of Contractor]:

Dated: _____

By: _____

[Name/Title]

**Rancho Murieta Community Services District
Services Agreement**

This Agreement is entered into as of the date last signed and dated below by and between Rancho Murieta Community Services District, a local government agency (“District”), and

_____, a _____ *[Insert type and jurisdiction of entity]* (“Contractor”), who agree as follows:

1 Scope of Work

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

2 Payment

2.1 District shall pay to Contractor a fee based on *[check one]*:

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

___ The fee arrangement described on the attached Exhibit A.

___ Is a final presentation to be made to the Board of Directors included in the fee schedule? If not, what would be the timeline and cost for making a presentation to the Board of Directors.

The total fee for the Work shall not exceed \$_____ *[delete this sentence if not applicable]*. There shall be no compensation for extra or additional work or services by Contractor unless approved in advance in writing by District. Contractor’s fee includes all of Contractor’s costs and expenses related to the Work.

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

3 Term

3.1 This Agreement shall take effect on the above date and continue in effect until completion of the Work, unless sooner terminated as provided below. Time is of the essence in this Agreement. If Exhibit A includes a Work schedule or deadline, then Contractor must complete the Work in accordance with the specified schedule or deadline, which may be

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

3.2 This Agreement may be terminated at any time by District upon 10 days advance written notice to Contractor. In the event of such termination, Contractor shall be fairly compensated for all work performed to the date of termination as calculated by District based on the above fee and payment provisions. Compensation under this section shall not include any termination-related expenses, cancellation or demobilization charges, or lost profit associated with the expected completion of the Work or other such similar payments relating to Contractor's claimed benefit of the bargain.

4 Professional Ability of Contractor

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

[The paragraphs in section 4.2 can be replaced with "Intentionally omitted" if the District is not requiring the Contractor to designate key personnel.]

4.2 The following individuals are designated as key personnel and are considered to be essential to the successful performance of the work hereunder: ***[Describe Contractor's key personnel by name or by reference, e.g. the individuals whose resumes are included in Exhibit A.]*** Contractor agrees that these individuals may not be removed from the Work or replaced without compliance with the following sections:

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

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

5 Conflict of Interest

5.1 Contractor (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have and shall not acquire any direct

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

5.2 Contractor's duties and services under this Agreement shall not include preparing or assisting District with any portion of District's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with District. District shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of the work contemplated herein. Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with District to ensure that all bidders for a subsequent contract on any subsequent phase, if any, of work contemplated herein have access to the same information, including all conceptual, preliminary, or initial plans or specifications, if any, prepared by Contractor pursuant to this Agreement.

6 Contractor Records

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

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

7 Ownership of Documents

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

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

8 Confidentiality of Information

[The paragraphs in this section can be replaced with the phrase “Intentionally omitted” if the District will not provide any confidential information to the Contractor.]

8.1 Contractor shall keep in strict confidence all confidential, privileged, trade secret, and proprietary information, data and other materials in any format generated, used or obtained by the District or created by Contractor in connection with the performance of the Work under this Agreement (the “Confidential Material”). Contractor shall not use any Confidential Material for any purpose other than the performance of the Work under this Agreement, unless otherwise authorized in writing by District. Contractor also shall not disclose any Confidential Material to any person or entity not connected with the performance of the Work under this Agreement, unless otherwise authorized in advance in writing by District. If there is a question if Confidential Material is protected from disclosure or is a public record or in the public domain, the party considering disclosure of such materials shall consult with the other party concerning the proposed disclosure.

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

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

Confidential Material until such time as a final agreement regarding disclosure is reached or, if an agreement is not reached, a judicial determination is made concerning the demand.

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

9 Compliance with Laws

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

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

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

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

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

9.2.2 Contractor shall comply with the California Labor Code provisions concerning payment of prevailing wage rates, penalties, employment of apprentices, hours of work and overtime, keeping and retention of payroll records, and other requirements applicable to public works as may be required by the Labor Code and applicable state regulations. (See California Labor Code division 2, part 7, chapter 1 (sections 1720-1861),

which is incorporated in this Agreement by this reference.) The state-approved prevailing rates of per diem wages are available at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Contractor also shall comply with Labor Code sections 1775 and 1813, including provisions that require Contractor to (a) forfeit as a penalty to District up to \$200 for each calendar day or portion thereof for each worker (whether employed by Contractor or any subcontractor) paid less than the applicable prevailing wage rates for any labor done under this Agreement in violation of the Labor Code, (b) pay to each worker the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage, and (c) forfeit as a penalty to District the sum of \$25 for each worker (whether employed by Contractor or any subcontractor) for each calendar day during which the worker is required or permitted to work more than 8 hours in any one day and 40 hours in any one calendar week in violation of Labor Code sections 1810 through 1815.

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

Contractor's Public Works Contractor Registration Number: _____

9.2.4 If the Work includes maintenance as defined in section 9.2.1.2 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds \$15,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor's Public Works Contractor Registration Number: _____

d. ***[This paragraph may be replaced with "Intentionally omitted" if the Work is not subject to a grant or loan agreement]*** Contractor may perform some of the Work pursuant to funding provided to the District by various federal and/or state grant and/or loan agreement(s) that impose certain funding conditions on District and its sub-recipients (the "Funding Conditions"). For any such Work, if District informs Contractor about the Funding Conditions, then Contractor agrees to determine, comply with and be subject to the Funding Conditions that apply to District's Contractors and contractors performing the Work, including, but not limited to, provisions concerning record keeping, retention and inspection, audits, state or federal government's right to inspect Contractor's work, nondiscrimination, workers' compensation insurance, drug-free workplace certification, and, compliance with the Americans with Disabilities Act and related State laws.

10 Indemnification.

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

sole negligence or willful misconduct of District or its employees or agents. Contractor's obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

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

11 Insurance

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

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

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

11.1 Entitlement to Broader Coverage. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the District. Furthermore, the above minimum insurance coverage limits can be met through provision of umbrella or excess policy insurance coverage consistent with the provisions of this section 11.

11.2 **Other Requirements.** The general and automobile liability policy(ies) shall be endorsed to name District, its officers, employees, volunteers and agents as additional insureds regarding liability arising out of the Work. Contractor's general and automobile coverage shall be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. District's insurance or self-insurance, if any, shall be excess and shall not contribute with Contractor's insurance. Each insurance policy shall be endorsed to state that coverage shall not be canceled, except after 30 days (10 days for non-payment of premium) prior written notice to District. Insurance is to be placed with insurers authorized to do business in California with a current A.M. Best's rating of A:VII or better unless otherwise acceptable to District. Workers' compensation insurance issued by the State Compensation Insurance Fund is acceptable. Except for professional liability insurance, Contractor agrees to waive subrogation that any insurer may acquire from Contractor by virtue of the payment of any loss relating to the Work. Contractor agrees to obtain any endorsement that may be necessary to implement this subrogation waiver. The workers' compensation policy must be endorsed to contain a subrogation waiver in favor of District for the Work performed by Contractor.

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

12 **General Provisions**

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

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

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

subcontractor shall obtain the required insurance coverages and provide proof of same to District in the manner provided in section 11 of this Agreement.

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

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

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

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

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

District:

Rancho Murieta Community Services District

Attn: _____

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

E-mail: _____

Contractor:

Attn: _____

E-mail: _____

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

12.9 **Signatures and Authority.** Each party warrants that the person signing this Agreement is authorized to act on behalf of the party for whom that person signs. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. Counterparts may be delivered by facsimile, electronic mail (including PDF or any electronic signature complying with California’s Uniform Electronic Transactions Act (Cal. Civ. Code, §1633.1, et seq.) or any other applicable law) or other transmission method. The parties agree that any electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Rancho Murieta Community Services District:

Dated: _____

By: _____

[Name]

[Title]

[Name of Contractor]:

Dated: _____

By: _____

[Name/Title]

**Rancho Murieta Community Services District
Services Agreement**

This Agreement is entered into as of the date last signed and dated below by and between Rancho Murieta Community Services District, a local government agency (“District”), and TNT Industrial Contractors, Inc., a California Corporation (“Contractor”), who agree as follows:

1 Scope of Work

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

2 Payment

2.1 District shall pay to Contractor a fee based on:

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

There shall be no compensation for extra or additional work or services by Contractor unless approved in advance in writing by District. Contractor’s fee includes all of Contractor’s costs and expenses related to the Work.

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

3 Term

3.1 This Agreement shall take effect on the above date and continue in effect for a three-year term, unless sooner terminated as provided below. Time is of the essence in this Agreement. If Exhibit A includes a Work schedule or deadline, then Contractor must complete the Work in accordance with the specified schedule or deadline, which may be extended by District for good cause shown by Contractor. If Exhibit A does not include a Work schedule or deadline, then Contractor must perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.

3.2 This Agreement may be terminated at any time by District upon 10 days advance written notice to Contractor. In the event of such termination, Contractor shall be fairly compensated for all work performed to the date of termination as calculated by District

based on the above fee and payment provisions. Compensation under this section shall not include any termination-related expenses, cancellation or demobilization charges, or lost profit associated with the expected completion of the Work or other such similar payments relating to Contractor's claimed benefit of the bargain.

4 Professional Ability of Contractor

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

4.2 The following individuals are designated as key personnel and are considered to be essential to the successful performance of the work hereunder: Joe Domenichelli and Sara Rogers, Tom Dugan, Daryl Heigher, Brian Hammer and Adam Motiejunas for Engineering Services and Richard Ingraham, Scott Ahlstrom, Jeremy Rogers, Pete Reagan and Joe Saylor for Construction Inspection Services. Contractor agrees that these individuals may not be removed from the Work or replaced without compliance with the following sections:

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

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

5 Conflict of Interest

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

6 Contractor Records

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

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

7 Ownership of Documents

All works of authorship and every report, study, spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other document or thing prepared, developed or created by Contractor under this Agreement and provided to District (“Work Product”) shall be the property of District, and District shall have the rights to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Contractor or any other party. Contractor may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Contractor shall not provide any Work Product to any third party without District’s prior written approval, unless compelled to do so by legal process. If any Work Product is copyrightable, Contractor may copyright the same, except that, as to any Work Product that is copyrighted by Contractor, District reserves a royalty-free, nonexclusive and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If District reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then District shall hold Contractor harmless against all claims, damages, losses and expenses arising from such reuse or modification. For any Work Product provided to District in paper format, upon request by District at any time (including, but not limited to, at expiration or termination of this Agreement), Contractor agrees to provide the Work Product to District in a readable, transferable and usable electronic format generally acknowledged as being an industry-standard format for information exchange between computers (e.g., Word file, Excel spreadsheet file, AutoCAD file).

8 Confidentiality of Information

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

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

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

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

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

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

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

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

Contractor’s Public Works Contractor Registration Number: 1000000573

9.2.4 If the Work includes maintenance as defined in section 9.2.1.2 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds \$15,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor’s Public Works Contractor Registration Number: 1000000573

d. Intentionally Omitted.

Indemnification.

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

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

10 Insurance

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

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

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

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

10.1 **Other Requirements.** The general and automobile liability policy(ies) shall be endorsed to name District, its officers, employees, volunteers and agents as additional insureds regarding liability arising out of the Work. Contractor's coverage shall be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. District's insurance or self-insurance, if any, shall be excess and shall not contribute with Contractor's insurance. Each insurance policy shall be endorsed to state that coverage shall not be canceled, except after 30 days (10 days for non-payment of premium) prior written notice to District. Insurance is to be placed with admitted insurers with a current A.M. Best's rating of A:VII or better unless otherwise acceptable to District. Workers' compensation insurance issued by the State Compensation Insurance Fund is acceptable. Contractor agrees to waive subrogation that any insurer may acquire from Contractor by virtue of the payment of any loss relating to the Work. Contractor agrees to obtain any endorsement that may be necessary to implement this subrogation waiver. The workers' compensation policy must be endorsed to contain a subrogation waiver in favor of District for the Work performed by Contractor.

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

11 General Provisions

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

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

Franchise Tax Board, other federal or state agency, or court concerning Contractor's independent contractor status or employment-related liability.

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

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

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

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

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

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

District:

Rancho Murieta Community Services District
Attn: Michael Fritschi
Rancho Murieta Community Services District, 15160 Jackson Road, Rancho Murieta,
CA 95683
E-mail: mfritschi@rmcsd.com

Contractor:

TNT Industrial Contractors, Inc.
Attn: Josh Twist
3800 Happy Lane
Sacramento, CA 95827

E-mail: jtwist@tntindustrial.com

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

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

Rancho Murieta Community Services District:

Dated: _____

By: _____
Michael Fritschi, Interim General Manager

Josh Twist:

Dated: _____

By: _____
Josh Twist, Owner

EXHIBIT A
Scope of Work

NPDES Permit costs by year

Account Name: Rancho Murietta

Site Name: Chesboro

Submitted By: James Joyce

Scope of Work: 2x algae treatment for Chesboro

Permit Cost Breakdown:

Algaecide options		
Services	Peroxide-based	Copper-based
Product name	Green Clean Liquid 5.0	Seclear
Treatment rate	2.8 gal/ac	.65 gal/ac
Target acft	43.7*	1350
Product volume (per treatment)	122.36	438.75**
Boat needed	Yes	Yes
Treatment events	2	2
Estimated total	\$29,350	\$43,180

* Green clean is most effective at the top level of the water body so we don't apply to the bottom of the lake

** Only half the water body will be treated each treatment per the label requirements of the product

Both of the listed products have been used very effectively on the lakes at Rancho Murietta for algae control and are NSF-approved. The peroxide-based option will deliver more immediate results and does not leave residue in the water; however, it does not provide longer-term control. The copper-based option will take two weeks to be fully effective; however, it usually shows longer-term results. The numbers listed are for 2 treatments of the same type it is also possible to do one treatment of each type.

**Rancho Murieta Community Services District
Services Agreement**

This Agreement is entered into as of the date last signed and dated below by and between Rancho Murieta Community Services District, a local government agency (“District”), and TNT Industrial Contractors, Inc., a California Corporation (“Contractor”), who agree as follows:

1 Scope of Work

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

2 Payment

2.1 District shall pay to Contractor a fee based on:

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

There shall be no compensation for extra or additional work or services by Contractor unless approved in advance in writing by District. Contractor’s fee includes all of Contractor’s costs and expenses related to the Work.

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

3 Term

3.1 This Agreement shall take effect on the above date and continue in effect for a three-year term, unless sooner terminated as provided below. Time is of the essence in this Agreement. If Exhibit A includes a Work schedule or deadline, then Contractor must complete the Work in accordance with the specified schedule or deadline, which may be extended by District for good cause shown by Contractor. If Exhibit A does not include a Work schedule or deadline, then Contractor must perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.

3.2 This Agreement may be terminated at any time by District upon 10 days advance written notice to Contractor. In the event of such termination, Contractor shall be fairly compensated for all work performed to the date of termination as calculated by District

based on the above fee and payment provisions. Compensation under this section shall not include any termination-related expenses, cancellation or demobilization charges, or lost profit associated with the expected completion of the Work or other such similar payments relating to Contractor's claimed benefit of the bargain.

4 Professional Ability of Contractor

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

4.2 The following individuals are designated as key personnel and are considered to be essential to the successful performance of the work hereunder: Joe Domenichelli and Sara Rogers, Tom Dugan, Daryl Heigher, Brian Hammer and Adam Motiejunas for Engineering Services and Richard Ingraham, Scott Ahlstrom, Jeremy Rogers, Pete Reagan and Joe Saylor for Construction Inspection Services. Contractor agrees that these individuals may not be removed from the Work or replaced without compliance with the following sections:

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

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

5 Conflict of Interest

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

6 Contractor Records

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

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

7 Ownership of Documents

All works of authorship and every report, study, spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other document or thing prepared, developed or created by Contractor under this Agreement and provided to District (“Work Product”) shall be the property of District, and District shall have the rights to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Contractor or any other party. Contractor may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Contractor shall not provide any Work Product to any third party without District’s prior written approval, unless compelled to do so by legal process. If any Work Product is copyrightable, Contractor may copyright the same, except that, as to any Work Product that is copyrighted by Contractor, District reserves a royalty-free, nonexclusive and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If District reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then District shall hold Contractor harmless against all claims, damages, losses and expenses arising from such reuse or modification. For any Work Product provided to District in paper format, upon request by District at any time (including, but not limited to, at expiration or termination of this Agreement), Contractor agrees to provide the Work Product to District in a readable, transferable and usable electronic format generally acknowledged as being an industry-standard format for information exchange between computers (e.g., Word file, Excel spreadsheet file, AutoCAD file).

8 Confidentiality of Information

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

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

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

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

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

9 Compliance with Laws

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

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

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

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

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

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

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

Contractor’s Public Works Contractor Registration Number: 1000000573

9.2.4 If the Work includes maintenance as defined in section 9.2.1.2 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds \$15,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

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<i>Type</i>	<i>Limits</i>	<i>Scope</i>
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Workers’ compensation	Statutory limits	

Employers' liability	\$1,000,000 per accident	
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Franchise Tax Board, other federal or state agency, or court concerning Contractor's independent contractor status or employment-related liability.

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

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

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

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

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

District:

Rancho Murieta Community Services District
Attn: Michael Fritschi
Rancho Murieta Community Services District, 15160 Jackson Road, Rancho Murieta,
CA 95683
E-mail: mfritschi@rmcsd.com

Contractor:
TNT Industrial Contractors, Inc.
Attn: Josh Twist
3800 Happy Lane
Sacramento, CA 95827

E-mail: jtwist@tntindustrial.com

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

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

Rancho Murieta Community Services District:

Dated: _____

By: _____
Michael Fritschi, Interim General Manager

Josh Twist:

Dated: _____

By: _____
Josh Twist, Owner

EXHIBIT A
Scope of Work



tnt@tntindustrial.com, www.tntindustrial.com
 3800 Happy Lane Sacramento, CA 95827
 916-395-8400, fax 916-395-8429

December 23, 2025

Rancho Murieta Community Services District
 15160 Jackson Rd.
 Rancho Murieta, CA 95683

RE: Time and Material Rates – Northern California

TNT Industrial Contractors Inc., is pleased to offer the following time and material rates for skilled labor craftsmen:

These rates are effective through June 30, 2026

PIPEFITTERS

Local #447 (Sacramento)	STANDARD	OVERTIME	DOUBLETIME
Pipefitter Journeyman	\$ 111.60	\$ 151.26	\$ 190.92
Pipefitter Welder/Foreman	\$ 124.29	\$ 170.30	\$ 216.31
Pf-General Foreman	\$ 129.05	\$ 177.44	\$ 225.82

CARPENTERS

Area 2 & 3 (Sacramento)	STANDARD	OVERTIME	DOUBLETIME
Journeyman	\$ 113.47	\$ 150.10	\$ 186.73
Foreman	\$ 120.81	\$ 161.10	\$ 201.40
General Foreman	\$ 136.93	\$ 185.28	\$ 233.64

OPERATOR

STANDARD	OVERTIME	DOUBLETIME
\$ 121.00	\$ 161.50	\$ 202.00

Laborers (Sacramento) Rate B

	STANDARD	OVERTIME	DOUBLETIME
Construction Specialist	\$ 79.53	\$ 102.40	\$ 125.27
Foreman	\$ 90.55	\$ 117.78	\$ 145.01

Project Manager \$ 125.00

Working Hours: - Straight time pay for the first 8 hours in a regular working shift, and time and one half pay up to 10 hours. After 10 hours they shall receive double time pay. On Saturdays, Pipefitters receive time and one half for the first 10 hours of work, and double time after 10 hours. On Sundays and holidays Pipefitters will receive double-time pay.

Show up time: – Workers whom show up for work and no work is provided shall receive the following show up time pay: Pipefitters – 4 hours, Laborers – 2 hours. This is language that is in our collective bargaining agreements. We will organize and manage our projects to make sure our craftsmen are properly utilized to prevent all non-productive expenditures.

Shop Fabrication: - Any shop fabrication that takes place will have a \$175 fee per day.

Labor: Will be billed at cost plus **20%** markup.

Equipment: - All equipment will be charged at rates plus **18%** markup

Materials: - Will be billed at cost plus **18%** markup.

Subcontractors- Will be billed at cost plus **10%** markup.

Bookkeeping services will be billed at \$85.00 per hour, not to exceed forty hours per work week.

ASME Code Services Rates can be provided if requested.

These rates are subject to change due to insurance or other unforeseen costs. You will be notified in advance of any possible changes.

TNT Industrial Contractors Inc DIR No. 100000573

If you have any questions regarding the above, please do not hesitate to call. Thank you for the opportunity to offer these rates. We look forward to working with you in the near future.

Sincerely,

Josh Twist

TNT Industrial Contractors, Inc.
A California Corporation.

TNT Industrial Contractors, Inc. 2026 Equipment Rates

TNT Industrial Contractors, Inc. 2026 Equipment Rates	Standard Equipment Stock 3/4T Truck	T & M Per Hourly Rate	T & M Per Day Rental Price
Equipment	Standard Equipment	T & M Per Hourly Rate	T & M Per Day Rental
Cutting torch setup	Yes	\$ 5.00	\$ 40.00
Bandsaw, portable	Yes	\$ 1.88	\$ 15.00
Air impact wrenches		\$ 3.13	\$ 25.00
Chain hoist	Yes	\$ 8.75	\$ 70.00
Cable come-a-long	Yes	\$ 1.88	\$ 15.00
Magnetic drill press		\$ 6.25	\$ 50.00
7.5 Ton boom truck		\$ 62.50	\$ 500.00
Forklift 4K electric		\$ 18.75	\$ 150.00
Portable generator		\$ 6.25	\$ 50.00
Electrical distribution panel		\$ 7.50	\$ 60.00
Gang box		\$ 3.13	\$ 25.00
Ironworker / press		\$ 18.75	\$ 150.00
Multi ton rollers		\$ 3.13	\$ 25.00
9 inch grinder	Yes	\$ 1.88	\$ 15.00
4.5 inch grinder	Yes	\$ 1.13	\$ 9.00
Straight grinder	Yes	\$ 2.50	\$ 20.00
Roto-hammer	Yes	\$ 3.13	\$ 25.00
Gas cut-off saw		\$ 6.25	\$ 50.00
Electric cut-off saw 10"		\$ 6.25	\$ 50.00
7.25" worm drive carpenter saw	Yes	\$ 3.13	\$ 25.00
Pipe cutter 1/2" - 4"	Yes	\$ 3.13	\$ 25.00
Pipe roller	Yes	\$ 10.00	\$ 80.00
Pipe alignment clamp	Yes	\$ 1.25	\$ 10.00
Hydrostatic test pump (10,000 psig)		\$ 6.25	\$ 50.00
Fabrication table		\$ 1.25	\$ 10.00

10 wheel dump truck		\$ 62.50	\$ 500.00
Laser level w/ tri-pod		\$ 6.25	\$ 50.00
Tri-pod pipe vise	Yes	\$ 3.13	\$ 25.00
Pipe jacks	Yes	\$ 0.63	\$ 5.00
Threading Machine 1/2" - 2"		\$ 12.50	\$ 100.00
Auto wire feed welders		\$ 9.38	\$ 75.00
250 Amp (gas) portable welder w/ 50' leads		\$ 15.00	\$ 120.00
250 & 300 amp (480/3/60) portable welder w/ 50' leads		\$ 12.00	\$ 96.00
Weld lead, 50 feet		\$ 1.88	\$ 15.00
Vactor Trailer		\$ 61.00	\$ 488.00
150A Tig welder (110/1/60)		\$ 13.50	\$ 92.00
Plasma torch (480/3/60)		\$ 9.38	\$ 75.00
1/2 & 3/4 Ton pick up truck		\$ 35.00	\$ 280.00
1 Ton 12ft. Flatbed		\$ 40.00	\$ 320.00
24 ft. Flat Bed Truck		\$ 45.00	\$ 360.00
Confined Space Setup		\$ 93.75	\$ 750.00
Takeuchi T285 Mini Excavator		\$ 62.5	\$ 500.00
Gehl 10K Extendable Forklift		\$ 62.50	\$ 500.00
CAT 420 Backhoe		\$ 50.00	\$ 400.00
Sullair 185 cfm Air Compressor		\$ 16.88	\$ 135.00
2 axle Dump Trailer		\$ 15.00	\$ 120.00
Gas Powered Wacker		\$ 10.63	\$ 85.00
Victaulic Groover		\$ 8.13	\$ 65.00
Walk behind concrete saw (plus blade replacement)		\$ 12.00	\$ 96.00



CONDOR EARTH
11344 Coloma Rd., Suite 475
Gold River, CA 95670
916.783.2060
www.condorearth.com

Condor Project No. 7546F

February 27, 2026

Travis Bohannon, Chief Plant Operator
Rancho Murieta Community Services District
15160 Jackson Road.
Rancho Murieta, CA 95683

Re: CalARP/RMP/PSM Compliance Audit and CalARP Assistance for Rancho Murieta Community Services District

Dear Mr. Bohannon:

Condor Earth (Condor) is providing this Proposal to assist in updating the California Accidental Release Prevention (CalARP)/Risk Management Plan (RMP)/Process Safety Management (PSM) Compliance Audit for the Rancho Murieta Community Services District (RMCS D) water treatment plant (WTP). This Proposal for services contains a summary of the required elements of the federal Environmental Protection Agency (EPA) Risk Management Program, CalARP Program, and a description of the assistance Condor proposes for this work. Based on the information provided about the quantity of chlorine used at RMCS D's WTP the process is subject to CalARP Level 3, Federal RMP Level 3, and federal PSM requirements.

The federal EPA Risk Management Program regulation requires a RMP for handling hazardous chemicals above the threshold quantity (2,500 pounds for chlorine). The state and federal Occupational Safety and Health Administration (OSHA) PSM regulation applies to chlorine processes above the threshold quantity of 1,500 pounds and the CalARP regulation requires an RMP to be developed for chlorine above the threshold quantity of 100 pounds. The three sets of regulations (EPA's Risk Management Program, federal OSHA PSM, and CalARP) have similar Compliance Audit requirements.

SCOPE OF WORK

TASK 1 – COMPLIANCE AUDIT FOR THE WTP CHLORINE PROCESS

Pursuant to CalARP regulations (§5100.8), an owner/operator must certify that they have evaluated compliance with the provisions of this article at least every three years to verify that the procedures and practices developed under the chapter are adequate and are being followed. The last Compliance Audit was done in July 2024; therefore, it is approximately one year past due. Sacramento County Environmental Management Department (SCEMD) requires the next audit to be completed by July 1, 2026, keeping the original 3-year schedule based on the due date of the last Audit. The auditor will use a Compliance Audit checklist and experience to assess program documentation for essential compliance with regulatory requirements. Condor will provide a document request list for RMCS D personnel to use to assemble the documents needed for review during the audit. The auditor will provide a report of findings and observations and provide recommendations for improving compliance. A final report in PDF format and an editable Excel spreadsheet will be provided to RMCS D for documenting management responses, assignment of responsibility, estimated and actual completion dates, and name of person certifying recommendation completion. CalARP regulations require audit recommendations to be addressed within 1.5 years.

TASK 2 – CALARP ASSISTANCE AND REVIEW AND UPDATE THE EMERGENCY ACTION PLAN

Condor proposes to review and update the emergency action plan (EAP) to include possible personnel changes and contact information. Condor will update the regulatory agency contact information to include contacting the Chemical Safety Board (CSB) within 8 hours of a qualifying release. Condor will update the organization chart to reflect changes in personnel and program management roles and responsibilities.

RMCS D PROJECT PARTICIPATION

Condor anticipates that the RMCS D participation in the project will include the following activities:

1. Provide access to data including but not limited to process safety information, facility description, management system, five-year accident history, operating procedures, emergency response program, mechanical integrity, training, incident investigation, contractors, hot work, process hazard analyses, management of change, pre-startup safety review, employee participation, and compliance audits.
2. Provide a meeting room with a desk or table to review hard copy documentation.
3. Schedule knowledgeable process operators to be briefly interviewed to assess their understanding of the program elements and knowledge of the chlorine disinfection process operations.
4. Prepare and/or provide up-to-date chlorine system drawings.
5. Review draft reports and provide comments in a timely manner.

SCHEDULE

Condor estimates this work can begin within 2 weeks of RMCS D's written authorization. Condor will coordinate with RMCS D management to schedule the onsite Audit approximately 4 weeks prior to the July 1, 2026 due date. Project completion will be dependent upon the responsiveness of RMCS D to information and assistance requests and report reviews.

BUDGET

Condor proposes to provide services on a time-and-materials basis for the performance of the Scope of Work described herein. The estimated cost for providing the services described herein is \$7,300. The estimated cost is based on assumptions included in this Scope of Work and Conditions of Services.

CONDITIONS OF SERVICES

1. RMCS D will perform the activities listed in RMCS D Project Participation above.
2. The Scope of Work is restricted to that which is outlined in this Proposal.
3. The Scope of Work assumes one chlorine system at the WTP with an inventory of 8,000 pounds.
4. Changes in the site conditions may impact the Scope of Work and/or require modification of the budget and schedule. Such changes will be discussed with RMCS D as soon as practical for resolution so the project can progress in a timely manner.
5. No scheduling or other unforeseen difficulties in obtaining data are encountered.
6. Document reviews will be completed within 2 weeks of submission to RMCS D.



7. Guidance and consultation not included in this Scope of Work will be provided on a time-and-materials basis pursuant to the attached Schedule of Fees of the existing contract between RMCS D and Condor.

LIMITATIONS

The Compliance Audit and CalARP Program assistance will be performed by Condor at the direction of RMCS D for its sole use, the only intended beneficiary of this work. No other party should rely on the information contained herein without the prior written consent of Condor and RMCS D. The Compliance Audit, report, and the opinions, interpretations, conclusions, and recommendations contained within are based on information presented in other documents reviewed as part of this project. The Compliance Audit is, therefore, subject to the limitations and qualifications associated with and/or presented in the referenced documents.

Condor does not guarantee, and RMCS D does not expect that all issues of non-conformance will be discovered and corrected during this project. Condor does not provide any guarantee or warranty that compliance with applicable chemical risk management regulations or statutes is proven or accomplished by completing this project. Condor does not provide any guarantee or warranty against chemical releases from the Facility and will be held harmless by RMCS D from any injuries and/or damages that may result from such releases.

Upon acceptance of this Proposal, please sign one copy of the attached Work Order and return to Condor. Please keep a copy for your files.

Thank you for considering Condor to assist you with your environmental compliance needs. Please contact Stewart Workman at 916.601.8075 or sworkman@condorearth.com or Robert Job at 209.536.7340 or rjob@condorearth.com with any questions or comments.

Respectfully,

CONDOR EARTH

Stewart Workman

Stewart Workman
PSM Specialist

Robert Job
Robert Job, PE, CPEA, CPSA
President

Attachments:

Work Order
Schedule of Fees

https://condorearth.sharepoint.com/sites/Project/Shared_Documents/7000_prj/7546F_RMCS D_2026_Compliance_Audit_and_CalARP_assist/Contracts_Proposals_CE/P_20260227_RMCS D_2026_Audit_and_CalARP_Assist.docx





CONDOR EARTH
 11344 Coloma Rd., Suite 475
 Gold River, CA 95670
 916.783.2060
 www.condorearth.com

WORK ORDER AGREEMENT

We are pleased to acknowledge the following work assignment. CONDOR EARTH TECHNOLOGIES, INC., hereinafter referred to as CONDOR, agrees to perform, and CLIENT agrees to pay for services performed in accordance with the scope of work set forth in this WORK ORDER AGREEMENT (AGREEMENT)* This AGREEMENT supersedes any and all negotiations, correspondence, or agreements either written or oral.

Order Received by: Stewart Workman Date: February 27, 2026
 Authorized by: Travis Bohannon, Chief Plant Operator Project No: 7546F
 Invoice to: Rancho Murieta Community Services District
15160 Jackson Road
Rancho Murieta, CA 95683
 Name of Job: Ranch Murieta CSD Compliance Audit and EAP Review and Update
 Location of Job: Rancho Murieta CSD WTP
 Scope of Work: Perform a Compliance Audit of the CalARP/RMP/PSM program documentation
and review and update the Emergency Action Plan per the attached proposal dated February 27, 2026.
 Fees to be Charged*: Time and materials estimate of \$7,300. Condor will request written approval from
RMCSO for costs exceeding the budget estimate.

* The "Terms for Environmental Consulting Services" are part of this AGREEMENT.
 ** Fee schedule, if attached, is considered part of this AGREEMENT.
 The parties have read the foregoing, understand completely the terms, and willingly enter into this AGREEMENT effective on the date signed below by CLIENT.

RANCHO MURIETA COMMUNITY
 SERVICES DISTRICT

CONDOR EARTH TECHNOLOGIES, INC.

By: _____

By: 

Printed Name: _____

Printed Name: Robert Job, PE, CPEA, CPSA

Position: _____

Position: President

Date: _____

Date: February 27, 2026

License No.: PE C51592

TERMS FOR ENVIRONMENTAL CONSULTING SERVICES

1.0 SERVICES PROVIDED/DUTIES AND LIMITATIONS

- a) CONDOR shall perform or cause to be performed those services as set forth in approved Work Order(s) and incorporated herein by reference.
- b) Independent Consultant Status - Except as may otherwise be noted herein, CONDOR shall serve as an independent consultant to CLIENT and shall have control over and be responsible for the means and methods for providing services under this Agreement. It is specifically understood that, irrespective of any assignability provisions, CONDOR may retain subcontractors to perform services usually performed by subcontractors and, should CONDOR determine it appropriate or necessary to rely on a subcontractor where it is not customary to do so, CONDOR shall obtain prior written approval or subsequent written confirmation from CLIENT.
- c) Maintenance of Professional Standards and Ethics - CLIENT recognizes that CONDOR's services in all cases must be rendered in accordance with prevailing professional standards and ethics, as well as certain laws or regulations that apply specifically to CONDOR.
- d) Standard of Care - Services performed by CONDOR under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.
- e) Reports - If directed by CLIENT in writing, CONDOR shall provide CLIENT with monthly progress reports summarizing the work performed under this Agreement. Such reports shall be in writing and furnished to CLIENT by the tenth day of each month. CONDOR shall also provide CLIENT with such other reports concerning CONDOR's work progress as CLIENT, in its reasonable discretion, may deem necessary.
- f) Consequential Damages - CLIENT shall not be liable to CONDOR and CONDOR shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or CONDOR, their employees, agents or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
- g) Limitation of Liability - CLIENT agrees to limit CONDOR's liability to CLIENT and all third parties and construction contractors arising from CONDOR's professional acts, errors or omissions, such that the total aggregate liability of CONDOR, including attorney's fees and costs of CONDOR's defense, to all those named shall not exceed \$6,900 or CONDOR's total fee for the services rendered under a Work Order, whichever is greater. (If CLIENT wishes to discuss higher limits and the charges involved, he should speak with CONDOR.) CLIENT further agrees to limit CONDOR's liability to the same amount for contractors and his subcontractors retained by CLIENT and require an identical limitation of CONDOR's liability for damages suffered by the contractor or the subcontractors arising from CONDOR's professional acts, errors or omissions. Neither the contractor nor any of his subcontractors assumes any liability for damages to others which may arise on account of CONDOR's professional acts, errors or omissions, except as otherwise stipulated herein. CONDOR maintains professional liability insurance coverage for CONDOR's professional services.
- h) Notification of Hazardous Materials - When hazardous materials are known, assumed or suspected to exist at a site, CONDOR is required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures that CONDOR deems prudent to minimize physical risks to employees and the public. CLIENT hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he has so informed CONDOR. CLIENT also warrants that he has done his best to inform CONDOR of such known or suspected hazardous materials' type quantity and location.

2.0 COMPENSATION AND EXPENSES

- a) Fees - CLIENT shall pay compensation for CONDOR's services and shall pay for CONDOR's reasonable costs incurred in performing the services required by this Agreement as set forth in approved Work Orders. CLIENT agrees that CONDOR's current fee schedule will be the basis for all time-and-materials charges. CLIENT agrees that CONDOR may revise the fee schedule annually. CLIENT will be notified in writing of fee schedule changes.
- b) Timely Payment - CLIENT recognizes that time is of the essence with respect to payment of CONDOR's invoices and that timely payment is a material part of the consideration of this Agreement. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify CONDOR in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. CLIENT shall pay CONDOR for services performed in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the approved Work Order and this Agreement. Invoices will be submitted by CONDOR from time to time, but no more frequently than every two (2) weeks, and shall be due and payable within thirty (30) calendar days of invoice date.

CLIENT shall pay an additional charge of one-and-one-half percent (1.5%) (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by CONDOR more than thirty (30) calendar days from the date of the invoice. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount. Payment of invoices is in no case subject to unilateral discounting or set-offs by CLIENT.

If CLIENT fails to pay invoiced amounts within thirty (30) calendar days of the date of the invoice, CONDOR may at any time, without waiving any other claim against CLIENT and without thereby incurring any liability to CLIENT, suspend this Agreement (as provided for in Section 8, Suspension) or terminate this Agreement (as provided for in Section 9, Termination). In the event legal action is initiated to enforce payment of



any invoiced amounts under this Agreement, CLIENT agrees to pay reasonable expenses to collect payment, including court costs and attorney fees.

- c) Books of Account - CONDOR shall maintain books and accounts of all charges in accordance with generally accepted accounting principles. At all times during the performance of CONDOR's duties and for a period of one (1) year after completion thereof, CLIENT shall, upon reasonable notice and during business hours, have access to said books and accounts to the extent necessary to verify all charges and costs of CONDOR.
- d) Changed Conditions - CLIENT has relied on CONDOR's judgment in establishing the geotechnical engineering work scope and fee for this project, given the project's nature and risks. CLIENT shall therefore rely on CONDOR's judgment as to the continued adequacy of this Agreement in light of occurrences or discoveries that were not originally contemplated by or known to CONDOR. Should CONDOR call for contract renegotiation, CONDOR shall identify the changed conditions which in CONDOR's professional judgment make such renegotiation necessary, and CONDOR and CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to permit CONDOR to continue to meet CLIENT's needs. If renegotiated terms cannot be agreed to, CLIENT agrees that CONDOR has an absolute right to terminate this Agreement.

3.0 DELAYS

In the event that CONDOR's field or technical work is interrupted due to causes beyond its control, CONDOR shall be compensated for the labor, equipment and other costs CONDOR incurs in order to maintain its workforce for CLIENT's benefit during the interruption, or at CLIENT's option, the various costs CONDOR incurs for demobilization and subsequent remobilization. Compensation to CONDOR shall be based upon CONDOR's current fee schedule and expense reimbursement policy. Except for the foregoing provision, neither party shall hold the other responsible for damages or delays in performance caused by acts of God or other circumstances beyond the control of the other party, and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, acts of God and other circumstances include, but are not necessarily limited to, unusual weather, floods, epidemics, war, riots, strikes, lockouts or other industrial disturbances, protest demonstrations, unanticipated site conditions, or inability, despite reasonable diligence, to supply personnel, equipment or material to the project. Should such acts occur, CLIENT and CONDOR shall utilize their best efforts to overcome the resulting difficulties and resume conduct of services called for herein as soon as reasonably possible. Delays within the scope of this provision that cumulatively exceed forty-five (45) calendar days shall, at the option of either party, make this Agreement subject to renegotiation or termination.

4.0 CONFIDENTIALITY

- a) CONDOR agrees to keep confidential and not to disclose to any person or entity, other than CONDOR's employees and subcontractors, without the prior consent of CLIENT, all data and information not previously known to and generated by CONDOR, or furnished to CONDOR and marked CONFIDENTIAL by CLIENT in the course of CONDOR's performance hereunder; provided, however, that this provision shall not apply to data which are in the public domain, or were previously known to CONDOR, or which were acquired by CONDOR independently from third parties not under any obligation to CLIENT to keep said data and information confidential. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONDOR, nor shall they be interpreted to in any way restrict CONDOR from complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction. CLIENT agrees that CONDOR may use and publish CLIENT's name and a general description of CONDOR's services with respect to the project in describing CONDOR's experience and qualifications to other clients and prospective clients. CLIENT also agrees that any patentable or copyrightable concepts developed by CONDOR as a consequence of its service hereunder are the sole and exclusive property of CONDOR.
- b) The technical and pricing information contained in any proposal submitted by CONDOR as to this project, or in this Agreement or any addendum thereto, is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of CONDOR.

5.0 INDEMNIFICATION PROVISIONS/RISKS

- a) Scope of Services Developed by Others - CLIENT recognizes that environmental consulting for a given project begins with development of a scope of services specifically for that project, reflecting the preferences of both CLIENT and CONDOR. If the scope of services for this project was developed by a party other than CONDOR, then as a result, CONDOR can make no claims as to its adequacy, since CONDOR was not involved in or privy to the information and considerations that it reflects. Accordingly, CONDOR would be forced to assume that the scope of services is fully adequate for CLIENT's purposes, since CLIENT issued the work scope, and CONDOR assumes further that CLIENT has an alternative source from which to obtain any needed or desired services not listed. Accordingly, CLIENT waives any claim against CONDOR, and agrees to defend, indemnify and hold CONDOR harmless from any claim or liability for injury or loss allegedly arising from CONDOR's failure to perform services limited by or not included in the CLIENT-provided scope of services. CLIENT also agrees to compensate CONDOR for any time spent or expenses incurred by CONDOR in defense of any such claim, in accordance with CONDOR's current fee schedule and expense reimbursement policy.
- b) Information Provided By Others - CONDOR shall indicate to CLIENT the information needed for rendering of service hereunder, and CLIENT shall provide to CONDOR such information as is available to CLIENT. CLIENT recognizes that it is impossible for CONDOR to assure sufficiency of such information, either because it is impossible to do so, or because of errors or omissions that may have occurred in assembling the information. Accordingly, CLIENT waives any claim against CONDOR, and agrees to defend, indemnify and hold CONDOR harmless from any claim or liability for injury or loss allegedly arising from errors, omissions or inaccuracies in documents or other information provided to CONDOR by CLIENT. Further, CLIENT agrees to compensate CONDOR for any time spent or expense incurred by CONDOR in defense of any claim, with such compensation to be based upon CONDOR's current fee schedule and expense reimbursement policy.
- c) Right to Enter - CLIENT shall provide for CONDOR's right to enter from time to time property owned by CLIENT and/or other(s) in order for CONDOR to fulfill the scope of services indicated hereunder. CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. CLIENT also understands that the discovery of certain conditions and/or taking preventive measures relative to these conditions may result in a reduction of the property's value. Accordingly, CLIENT waives any claim



against CONDOR, and agrees to defend, indemnify and hold CONDOR harmless from any claim or liability for injury or loss allegedly arising from procedures associated with subsurface exploration activities or discovery of hazardous materials or suspected hazardous materials. In addition, CLIENT agrees to compensate CONDOR for any time spent or expenses incurred by CONDOR in defense of any such claim, with compensation to be based upon CONDOR's current fee schedule and expense reimbursement policy.

- d) Buried Utilities - CLIENT will furnish to CONDOR information identifying the type and location of utility lines and other man-made objects beneath the site's surface. CONDOR will take reasonable precautions to avoid damaging these man-made objects and will, prior to penetrating the site's surface, furnish to CLIENT a plan indicating the locations intended for these penetrations with respect to which CONDOR has been told are the locations of utilities and other man-made objects beneath the site's surface. CLIENT will approve the location of these penetrations prior to their being made and CLIENT will authorize CONDOR to proceed. CLIENT agrees to waive any claim against CONDOR, and to defend, indemnify and hold CONDOR harmless from any claim or liability for injury or loss allegedly arising from CONDOR's damaging underground utilities or other man-made objects that were not called to CONDOR's attention or which were not properly located on plans furnished to CONDOR. CLIENT further agrees to compensate CONDOR for any time spent or expenses incurred by CONDOR in defense of any such claim, in accordance with CONDOR's current fee schedule and expense reimbursement policy.
- e) Jobsite Safety - Insofar as jobsite safety is concerned, CONDOR is responsible solely for CONDOR's employees' activities on the jobsite, but this shall not be construed to relieve CLIENT or any construction contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of CONDOR, nor the presence of CONDOR employees and subcontractors, shall be construed to imply CONDOR has any responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite. CONDOR shall not have the responsibility, authority or ability to remove or correct jobsite hazards. CLIENT agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the CLIENT's agreement with the General Contractor. CLIENT also warrants that CONDOR shall be made an additional insured under the General Contractor's general liability insurance policy.
- f) Aquifer Contamination - Subsurface sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous materials off-site. Because nothing can be done to eliminate the risk of such an occurrence, and because subsurface sampling is a necessary aspect of the work which CONDOR will perform on CLIENT's behalf, CLIENT waives any claim against CONDOR, and agrees to defend, indemnify and hold CONDOR harmless from any claim or liability for injury or loss which may arise as a result of alleged cross-contamination caused by sampling. CLIENT further agrees to compensate CONDOR for any time spent or expenses incurred by CONDOR in defense of any such claim, in accordance with CONDOR's current fee schedule and expense reimbursement policy.
- g) Discovery of Unanticipated Hazardous Materials - Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. CONDOR and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. CONDOR and CLIENT also agree that the discovery of unanticipated hazardous materials will make it necessary for CONDOR to take immediate measures to protect human health and safety, and/or the environment. CONDOR agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. CLIENT encourages CONDOR to take any and all measures that in CONDOR's professional opinion are justified to preserve and protect the health and safety of CONDOR's personnel and the public, and/or the environment, and CLIENT agrees to compensate CONDOR for the additional cost of such work. In addition, CLIENT waives any claim against CONDOR, and agrees to indemnify, defend and hold CONDOR harmless from any claim or liability for injury or loss arising from CONDOR's encountering of unanticipated hazardous materials or suspected hazardous materials. CLIENT also agrees to compensate CONDOR for any time spent and expenses incurred by CONDOR in defense of any such claim, with such compensation to be based upon CONDOR's current fee schedule and expense reimbursement policy.
- h) Naturally Occurring Asbestos (NOA) - CLIENT waives any claim against CONDOR, and agrees to defend, indemnify and hold CONDOR harmless from any claim or liability for injury or loss which may arise as a result of NOA. CLIENT further agrees to compensate CONDOR for any time spent or expenses incurred by CONDOR in defense of any such claim, in accordance with CONDOR's current fee schedule and expense reimbursement policy.
- i) Disposal of Samples - Soil, rock, water and/or other samples obtained from the Project site are the property of CLIENT. CONDOR shall preserve such samples for no longer than forty-five (45) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is CLIENT's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from CONDOR's custody and transporting them to a disposal site. CLIENT is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures.

Due to the risks to which CONDOR is exposed, CLIENT agrees to waive any claim against CONDOR, and to defend, indemnify and hold CONDOR harmless from any claim or liability for injury or loss arising from CONDOR's containing, labeling, transporting, testing, storing or other handling of contaminated samples. CLIENT also agrees to compensate CONDOR for any time spent and expenses incurred by CONDOR in defense of any such claim, with such compensation to be based upon CONDOR's current fee schedule and expense reimbursement policy.

- j) Drill Cuttings and Fluids - CLIENT recognizes that, when it is known, assumed or suspected that hazardous materials exist beneath the surface of the project site, certain waste materials, such as drill cuttings and drilling fluids, should be handled as if contaminated. Accordingly, to protect human health and safety as well as the environment, CONDOR will appropriately contain and label such materials; will promptly inform CLIENT that such containerization and labeling has been performed, and will leave the containers on site for proper, lawful removal, transport and disposal by CLIENT. CLIENT waives any claim against CONDOR and agrees to defend, indemnify and hold CONDOR harmless from any claim or liability for injury or loss which may arise as a result of the drill cuttings, drilling fluids or other assumedly hazardous materials being left on site after their containerization by CONDOR. CLIENT also agrees to compensate CONDOR for any time spent and expenses incurred by CONDOR in defense of any such claim, with such compensation to be based upon CONDOR's current fee schedule and expense reimbursement policy.



- k) Construction-Phase Services - If CONDOR is retained by CLIENT to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the Work Order, then this phase applies. For the specified assignment, CONDOR will report observations and professional opinions to CLIENT. No action of CONDOR or CONDOR's site representative can be construed as altering any AGREEMENT between CLIENT and others. CONDOR will report to CLIENT any observed geotechnically or environmentally related work which, in CONDOR's professional opinion, does not conform with plans and specifications. CONDOR has no right to reject or stop work of any agent of the CLIENT. Such rights are reserved solely for CLIENT. Furthermore, CONDOR's presence on site does not in any way guarantee the completion or quality of the performance of the work of any party retained by CLIENT to provide field or construction-related services.

CONDOR will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement of CLIENT, or safety precautions and programs incident thereto.

- l) Joint and Several Liability - If hazardous materials are encountered in this project, it is possible that the concept of joint and several liability could be construed to make CONDOR partly or wholly responsible for damages created directly or indirectly by the hazardous materials. CLIENT agrees that it would be unfair for CONDOR to be exposed to such an action because CONDOR had nothing whatsoever to do with the creation of the hazardous condition. Accordingly, CLIENT waives any claim against CONDOR, and agrees to defend, indemnify and hold CONDOR harmless from any claim or liability for injury or loss arising from application of a joint and several liability concept that would in any manner hold or seek to hold CONDOR responsible for creating a hazardous materials condition or permitting one to exist. CLIENT also agrees to compensate CONDOR for any time spent and expenses incurred by CONDOR in defense of any such claim, with such compensation to be based upon CONDOR's current fee schedule and expense reimbursement policy.
- m) Indemnification by CONDOR - CONDOR agrees to hold harmless and indemnify CLIENT from and against liability arising out of CONDOR's negligent performance of the work, subject to any limitations, other indemnifications or other provisions CLIENT and CONDOR have agreed to. Under no circumstances, however, shall CONDOR have any obligation to defend independently or collectively CLIENT or other Indemnified Parties from and against liability for damages that may arise or be attributed to work performed by CONDOR under this Agreement. Nor shall CONDOR have any obligation to pay for or compensate any party for their defense costs or fees.
- n) Extension of Protection - CLIENT agrees to extend any and all limitations, indemnifications and waivers provided by CLIENT to CONDOR to those individuals and organizations CONDOR retains for proper execution of the work. These shall be deemed to include, but not necessarily be limited to, CONDOR's officers and employees and their heirs and assigns, as well as CONDOR's agents, subconsultants and subcontractors and their officers, employees, heirs and assigns.
- o) Subsurface Risks - CLIENT recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with the appropriate equipment and experienced personnel under the direction of a trained professional who functions in accordance with a professional standard of care may fail to detect certain conditions, because they are hidden and therefore cannot be considered in development of a subsurface exploration program. For similar reasons, actual environmental, geologic and geotechnical conditions that CONDOR properly infers to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and CLIENT recognizes that, due to natural occurrences or direct or indirect human intervention at the site or distant from it, actual conditions discovered may quickly change. CLIENT realizes that nothing can be done to eliminate these risks altogether, but certain techniques can be applied by CONDOR to help reduce them to that level deemed tolerable by CLIENT. CONDOR is available to explain these risks and risk reduction methods to CLIENT but, in any event, the scope of services included with this Agreement is that which CLIENT agreed to or selected in light of his own risk preferences and other considerations.
- p) Holding CONDOR Harmless - CLIENT understands that "holding CONDOR harmless" would, among other things, require CLIENT to compensate CONDOR for any time spent or expenses incurred by CONDOR in defense of any claim for which CLIENT has agreed to indemnify CONDOR, and that such compensation will be based upon CONDOR's current fee schedule and expense reimbursement policy.

6.0 OWNERSHIP OF INSTRUMENTS OF SERVICE

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by CONDOR as instruments of service shall remain the property of CONDOR. CONDOR shall retain these records for a period of one (1) year following submission of reports related to the scope of work included in approved Work Orders, during which period they will be made available to CLIENT at all reasonable times.

7.0 DISPUTE RESOLUTION

- a) Curing a Breach - In the event either party believes that the other has committed a material breach of this Agreement, the party maintaining such a belief shall issue a termination notice to the other identifying the facts as perceived, and both parties shall bargain in good faith to cure the causes for termination as stated in the termination notice. If such a cure can be effected prior to the date by which termination otherwise would be effective, both parties shall commit their understanding to writing, and termination shall not become effective. If in curing an actual or alleged breach either party shall waive any rights otherwise inuring to them by virtue of this Agreement, such waiver shall not be construed to in any way affect future application of the provision involved or any other provision.
- b) Arbitration - All claims, disputes, and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement of the breach thereof, shall be decided by arbitration in accordance with the then-most current rules of the American Arbitration Association, if the parties mutually agree.

8.0 SUSPENSION

Upon fourteen (14) calendar days' written notice to CONDOR, CLIENT may suspend CONDOR's work. If payment of CONDOR's invoices is not maintained on a thirty (30) calendar day current basis by CLIENT, CONDOR may by giving fourteen (14) calendar days' written notice to



CLIENT suspend further work until payment is restored to a current basis. Suspension for any reason exceeding forty-five (45) calendar days shall, at CONDOR's option, make this Agreement subject to renegotiation or termination, as provided for elsewhere in this Agreement. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to both CLIENT and CONDOR, and CONDOR shall be compensated for services performed and charges incurred prior to the suspension date, plus suspension charges.

Suspension charges may include, but shall not be limited to, services and costs associated with putting analyses and documents in order, rescheduling and reassigning personnel and/or equipment and issuing necessary or customary notices to appropriate government agencies. Compensation to CONDOR shall be based upon CONDOR's current fee schedule and expense reimbursement policy.

9.0 TERMINATION

CLIENT or CONDOR may terminate this Agreement for reasons identified elsewhere in this Agreement, or for other reasons which may arise. In the event such termination becomes necessary, the party effecting termination shall so notify the other party, and the termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefore, CLIENT shall within thirty (30) calendar days of termination remunerate CONDOR for services rendered and costs incurred, in accordance with CONDOR's current fee schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination, as well as those associated with termination itself, such as demobilizing, modifying schedules, reassigning personnel, and so on. Costs shall include those incurred up to the time of termination, as well as those associated with termination and post-termination activities, such as demobilization, decontaminating and/or disposing of equipment, disposal and replacement of contaminated consumables, and so on.

10.0 MISCELLANEOUS

- a) Governing Law - The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California.
- b) Waiver - The parties agree that a waiver of breach of one term, covenant, or condition of this Agreement is not a waiver of breach of others, nor of subsequent breach of the one waived.
- c) Severability - CLIENT and CONDOR have entered into this Agreement of their own free will, to communicate to one another mutual understandings and responsibilities. Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, CLIENT and CONDOR will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.
- d) Headings - The headings contained in this Agreement are for convenience of reference only and in no way limit or define the scope of this Agreement.
- e) Attorneys' Fees - Should any litigation be commenced between the parties to this Agreement concerning this Agreement, or the rights and duties of either in relation thereto, the party prevailing in such litigation shall be entitled to, in addition to such other relief as may be granted, a reasonable sum as and for its attorney fees in such litigation which shall be determined by the Court in such litigation or in a separate action brought for that purpose.
- f) Assignment - Neither this Agreement nor any interest therein shall be assigned by either party without the written consent of the other.
- g) Binding on Heirs - This Agreement shall be binding on and shall inure to the benefit of the heirs, executor, administrators, successors and assigns of the parties hereto.

[https://condorearth.sharepoint.com/sites/Project/Shared Documents/7000_prj/7546F_RMCS2026 Compliance Audit and CalARP assist/Contracts_Proposals_CE/NO_RMCS2026_CalARP_Compliance_Audit_and_CalARP_Assist.docx](https://condorearth.sharepoint.com/sites/Project/Shared Documents/7000_prj/7546F_RMCS2026_Compliance_Audit_and_CalARP_assist/Contracts_Proposals_CE/NO_RMCS2026_CalARP_Compliance_Audit_and_CalARP_Assist.docx)



**CONDOR EARTH
SCHEDULE OF FEES
2026**

<u>STAFF MEMBER</u>	<u>RATE PER HOUR (\$)</u>
PRINCIPALS/PROJECT MANAGEMENT	
Senior Principal.....	295.00
Principal Engineer/Geologist.....	264.00
Project Director.....	250.00
Project/Senior Manager.....	221.00
TECHNICAL	
Senior Geotechnical Engineer.....	250.00
Registered Geotechnical Engineer.....	239.00
Certified Hydrogeologist/Engineering Geologist.....	239.00
Senior Geologist/Engineer/Environmental Specialist.....	228.00
Senior Process Safety Management Specialist.....	228.00
Resident Construction Inspector.....	201.00
GIS Programmer/Analyst.....	183.00
Process Safety Management Specialist.....	183.00
Associate Geologist/Engineer/Environmental Specialist.....	183.00
Aboveground Storage Tank (AST) Certified Inspector.....	183.00
Staff Geologist/Engineer/Environmental Specialist.....	167.00
GIS Technician.....	155.00
Engineering Assistant.....	135.00
Senior Technician.....	128.00
Draftsperson.....	123.00
Technician.....	105.00
MATERIALS TESTING *	
MTSI Project/Laboratory Manager.....	171.00
Certified Welding Inspector.....	165.00
Special Inspector.....	139.00
Senior Materials Technician.....	134.00
Materials Technician.....	115.00
SUPPORT STAFF	
Senior Project Administrator.....	160.00
Administrative Specialist.....	128.00
Project Coordinator.....	128.00
Technical Editor.....	95.00
Administrative Assistant.....	89.00
MISCELLANEOUS	
Overtime (all Saturday work is overtime).....	(1.5 times rate)
Double-time (all Sundays and Holidays).....	(2.0 times rate)
Litigation Support.....	(2.0 times rate)
NON-LABOR CHARGES	
Vehicle charge \$75 per day billed in ½-day increments plus current IRS standard mileage rate	
Nuclear Gauge Testing Equipment.....	\$120 per day to be billed in ½-day increments
Unit Charges per Condor Unit Fee Schedule	
Billable Field Equipment per Condor Billable Field Equipment Schedule	
Laboratory Charges per Condor Laboratory Fee Schedule	
*A 2-hour minimum charge will be applied to all field services, and a 4-hour minimum will be applied for the cancellation of work within 24 hours of scheduled field work.	
OUT-OF-POCKET EXPENSES	
Billed at cost plus 15% and includes such items as travel expenses, equipment rental, laboratory fees, subcontractors, postage and freight, subcontracted printing or reproduction fees, supplies, etc.	
PREVAILING WAGE	
Refer to Condor Prevailing Wage Schedule of Fees	





6643 32nd Street, Suite 101
 North Highlands CA 95660
 (916) 348-2800
 Info@apsenvironmental.com

Service Agreement

ESTIMATE #	1993
Contract Start Date	03/11/2026
PO #	

CUSTOMER
Rancho Murieta CSD Paul Siebensohn 15160 Jackson Rd. Rancho Murieta, Ca, 95683

SERVICE LOCATION
Rancho Murieta CSD Ponds 15160 Jackson Rd. Rancho Murieta, Ca, 95683

DESCRIPTION OF SERVICE	<p>PREVAILING WAGE Vacuum truck per hour \$425.00 per truck One week on site Fuel Surcharge \$425.00</p> <p>*Price is subject to change based on hours on the job.</p>
SERVICE AGREEMENT DETAIL	<p>Service Frequency : Service Agreement Length :</p>

Estimate				
Description	Qty	Rate	Tax	Total
Othr-Vac Truck Hourly Other - Vacuum Truck Per Hour (Port to Port)	40.00	\$425.00	\$0.00	\$17,000.00
Othr-Vac Truck Hourly Other - Vacuum Truck Per Hour (Port to Port)	40.00	\$425.00	\$0.00	\$17,000.00
0-Fuel Surcharge Fuel Surcharge	1.00	\$1,700.00	\$0.00	\$1,700.00

Estimate Total: \$35,700.00

ESTIMATE DETAILS

THIS IS AN ESTIMATE ONLY. The estimate price is based on the job information provided over the phone from the client. Not all jobs have been evaluated onsite prior to the estimate. Therefore, there may be increases or decreases in the price due to the scope of work i.e. a difference in gallons pumped, sludge levels and travel (port to port) charges. The final costs for this job will reflect on the invoice. All invoices subject to a 5% fuel surcharge.

.....
Customer Signature

Terms and Conditions

1. General Provisions

I agree that the price quoted prior to start of work does not include any additional or unforeseen tasks or materials which may be found to be necessary to complete the work or replace parts damaged during performance of the work. I hereby authorize APS Environmental, Inc. to perform the proposed work and agree to all terms and conditions set forth herein and in the attached document titled "Terms and Conditions" which is incorporated herein, and further agree that payment for this work is due in accordance with this contract.

Customer understands and acknowledges that, in recognition of the volume of work anticipated under this agreement; the prices shown above represent a substantial discount over APS Environmental Inc.'s standard pricing structure and are reduced in consideration of the Customer's commitment to the full term of the contract. In the event Customer cancels this contract before the end of the term listed, or any scheduled service, Customer agrees that it shall pay the full retail price for each such cancelled service, which the parties agree is 20% above the prices shown above. Customer agrees to pay such additional amount within fifteen (15) days of demand therefore by APS Environmental, Inc.

It is agreed that APS Environmental, Inc. is not responsible for the following:

1. Damage caused to the Customer's property or persons thereon as a result of performance of the work specified herein, unless such damage is caused by the gross negligence or willful misconduct of APS Environmental, Inc. Such release of liability includes, but is not limited to, damage caused by excavating, obtaining access to, exposing, and servicing traps, plumbing systems, drainage systems, separators, filtration systems, collection systems, septic systems, and any other similar type of system. Customer further acknowledges that APS Environmental, Inc. is not responsible for damages caused by pre-existing clogs, breaks, or other defects in said systems.
2. Additional plumbing or other work beyond that specifically stated in this agreement including, but not limited to, that which may be required because of pre-existing clogs, breaks, defects, or other damage, or additional work to be necessary as a result of performing the specified work.

Customer understands that APS Environmental, Inc. is relying on the truth of all representations and statements by Customer as to the condition of the property, including but not limited to the location of underground utilities or other similar structures, in order to perform the work specified herein. Customer expressly acknowledges by signing this agreement and/or accepting the services provided hereunder that all such statements and representations are true and correct, and agrees to hold APS Environmental, Inc. harmless from its reliance upon such representations. Moreover, Customer agrees to hold APS Environmental, Inc. harmless from its reliance upon representations made by public entities as to the condition of the property, including but not limited to the location of underground utilities or other similar structures.

Customer shall have thirty (30) days from the date of service to notify APS Environmental, Inc. in writing of any problems with the services provided hereunder and allow it an opportunity to cure it before commencing legal action. Should Customer fail to timely notify APS Environmental, Inc. or allow it an opportunity to cure accordingly, Customer waives any and all right to pursue any claims against APS Environmental, Inc. arising out of the services provided hereunder.

2. Service Hours

All service shall be provided Monday thru Friday between the hours of 7:30 a.m. and 5:00 p.m. to avoid disrupting the normal course of business or residents. In addition to the contracted rates, APS reserves the right to charge Customer a weekend fee of \$350.00 for sites requiring after hours or requesting service on Saturday or Sunday. APS Environmental, Inc. reserves the right to manage the scheduling of services; however, APS Environmental, Inc. will work diligently to accommodate the requests of Customer.

3. Unscheduled Work

In addition to the contracted rates, APS Environmental, Inc. reserves the right to charge Customer an emergency fee of \$350.00 for emergency requests that are not scheduled in advance following APS Environmental's normal service hours indicated in item 3 above. Regular charges of \$295.00 per hour (port to port) will apply, in addition to the emergency fee, for said unscheduled services.

4. Excess Waste

APS Environmental, Inc. reserves the right to charge Customer a fee of \$0.80 per gallon for any location that may require services in excess of the noted gallon size referenced. Total gallon size is determined by the complete amount of waste extracted and hauled. This includes liquid introduced into the tank in an effort to disburse hard corrosion for the removal process. It also includes size variance and additional undisclosed tanks, such as a secondary tank or an overflow tank that may backfill waste water while services are being performed.

5. Payment Terms

Credit Accounts: Payments for all services provided by APS Environmental, Inc. to Customer that have been approved for and established a credit account with APS Environmental, Inc. shall be due and payable by the 30th day of the month following the invoice date (i.e., Net 30 Days). Customer agrees that interest charges at the rate of 1.5% per month (18% per annum) will be added on all accounts not paid by the due date.

Charge on Demand ("COD") Accounts: Customers that have not been approved for or established a credit account with APS Environmental, Inc., remain a COD account. Payments for all services provided by APS Environmental, Inc. to COD Customer shall be due and payable immediately following completion of services, at time of service. Customer agrees that interest charges at the rate of 1.5% per month (18% per annum) will be added on all accounts not paid by the due date.

Customer accepts full responsibility for the prompt payment of all costs of this agreement even though Customer may intend to obtain reimbursement from others such as landlords, tenants, insurance companies, purchasers, sellers, and/or tortfeasors.

6. Severability

If any term or provision of this Agreement is determined to be illegal, unenforceable or invalid, in whole or in part for any reason, such provision or part thereof shall be stricken from this Agreement and the stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision as is legally possible.

7. Legal Fees

In the event there is a dispute over this Agreement, the prevailing party shall be entitled to attorneys' fees and costs of suit in any legal action to enforce this Agreement.

MEMORANDUM

Date: April 9, 2026
To: Board of Directors
From: Amelia Wilder, Interim General Manager
Subject: Approve Resolution R2026-011, Surplus District Equipment

RECOMMENDED ACTION

Consider moving Resolution R2026-011 to April 15, 2026, Board meeting to declare 134 Sensus SRII/aS Digital Registers as District Surplus Equipment.

BACKGROUND

The District purchased the 134 Sensus SRII/aS Digital Registers Programmed for $\frac{3}{4}$ "CCF Read in 2016/2017. They are no longer useable by the District due to the Districts change to Sensus iPERL meters approximately ten years ago.

CONCLUSION

Staff recommends moving Resolution R2026-11 to the Board for approval at the April 15, 2026, Board meeting, declaring Surplus Equipment, and authorizing the Interim General Manager to dispose of it.

RESOLUTION R2025-11

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RANCHO MURIETA COMMUNITY SERVICES DISTRICT AUTHORIZING SALE OF DISTRICT SURPLUS EQUIPMENT

WHEREAS, in the past, the Rancho Murieta Community Services District has purchased equipment to be used in the provision of water, sewer, drainage, solid waste, and security services to the community of Rancho Murieta; and

WHEREAS, the equipment listed below has become obsolete and its useful life has been consumed:

<u>No.</u>	<u>Description</u>
134	SR11/aS Digital Registers Programmed for ¾" CCF read

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Rancho Murieta Community Services District declares this equipment surplus to the needs of the District and no longer necessary for the District's uses. The Board authorizes the Interim General Manager to sell the equipment for fair value with procedures, terms and conditions that he/she finds appropriate or, if the Interim General Manager determines that any equipment has no substantial value, to dispose of the equipment.

PASSED AND ADOPTED this 15th day of April 2026 by the following roll call vote:

Ayes:

Noes:

Absent:

Abstain:

John Merchant, President of the Board
Rancho Murieta Community Services District

[SEAL]

Attest:

Dyanne Fleet, Interim District Secretary/Clerk of the Board

MEMORANDUM

Date: April 15, 2026
 To: Board of Directors
 From: Cecilia Min, Director of Finance and Administration
 Subject: Approval to transfer funding from BOA to RMCS D’s bank accounts to pay off administrative costs incurred by CFD 2014-1 (Bond) for the past fiscal years

Proposed Action

Staff are requesting approval to transfer funds from the Bank of America (BOA) account to RMCS D’s bank accounts to reimburse administrative costs incurred by CFD 2014-1 (Bond). Total costs incurred over prior fiscal years amount to \$95,147.48.

Background

In prior years, administrative costs were budgeted to be paid by the Bond, as reflected in the budget submitted to NBS for the tax levy.

Description	2025-26	2024-25	2023/24 Amount	2022/23 Amount	2021/22 Amount	2020/21 Amount
RMCS D Administrative Costs (Labor) - Subtotal	\$ 15,104	\$13,730.64	\$12,474.00	\$16,500.00	\$16,000.00	\$16,000.00
RMCS D Administrative Costs (Expenses) - Subtotal	\$ 7,000	6,000.00	5,000.00	7,500.00	7,000.00	7,000.00
Trustee/Paying Agent Costs	\$ 8,500	8,000.00	7,794.15	2,000.00	2,000.00	2,000.00
Audit	\$ 9,500	9,000.00	8,000.00	4,000.00	4,000.00	4,000.00
Financial Consultant	\$ 18,000	18,000.00	15,000.00	15,000.00	15,000.00	5,000.00
TOTALS:	\$ 58,104	\$54,730.64	\$48,268.15	\$45,000.00	\$44,000.00	\$34,000.00

This is an excerpt of the NBS annual disclosure report which shows that the annual tax levy includes fees for the administration fees.

2. SPECIAL TAX ANALYSIS

2.1 Levy Summary

A summary of the levy for Fiscal Year 2025/26 is shown in the table and chart below.

Description	Amount
Principal	\$165,000.00
Interest	224,850.00
Administrative Fees/Expenses ⁽¹⁾	70,816.50
Total Special Tax Levy Amount:	\$460,666.50
Levied Parcel Count	100

(1) Includes County collection fees and installment rounding for tax roll purposes.

As part of the audit review, staff examined expenses incurred over prior fiscal years and determined that approximately \$95,147 was paid from RMCS D's bank accounts rather than from the Bond funding as originally intended.

Expenses incurred and paid from RMCS D bank account			
22-23 and prior years		23-24	
Corelogic	5,373.80	Financial Consultant	15,626.15
Financial Consultant	15,626.15	Audit	2,850.00
Audit	2,775.00	Corelogic	463.70
Wilmington Trust	1,800.00	NBS	5,647.28
Prior YR Wilmington ADJ	1,800.00	RMCS D's labor costs	13,898.87
NBS	14,558.92	FY 23-24 Total	38,486.00
Acc&Ass	828.75		
RMCS D's labor costs	13,898.87		
FY 22-23 Ending Balance	56,661.49		

Total Expenses from Above	95,147.48
Less bank balance	(88,396.89)
Remaining liability for CFD	6,750.59

As of the end of February, the Bank of America (BOA) account had a balance of \$88,396, which may be used toward reimbursing the \$95,147 in expenses described above.

BANK OF AMERICA, N.A. PO BOX 15284 WILMINGTON DE 19850	Account Number 1499887818 01 01 149 05 M0000 E# 0 Last Statement: 01/30/2026 This Statement: 02/27/2026
	DNP
	Customer Service 1-888-400-9009
RANCHO MURIETA COMMUNITY SERVICES DISTRICT PO BOX 1050 RANCHO MURIETA CA 95683-1050	Page 1 of 2

We have updated the Deposit Agreement and Disclosures (the Agreement) governing your account. The most recent version is available at business.bofa.com/us-deposit-agreement. If you have any questions or would like to request a printed copy, please contact your account representative. By continuing to use and maintain your account, you acknowledge you have received, reviewed, and accepted the updated terms of the Agreement.

PUBLIC FUNDS CHECKING

Account Summary Information

Statement Period 01/31/2026 - 02/27/2026	Statement Beginning Balance	88,933.35
Number of Deposits/Credits 0	Amount of Deposits/Credits	.00
Number of Checks 0	Amount of Checks	.00
Number of Other Debits 1	Amount of Other Debits	536.46
	Statement Ending Balance	88,396.89
Number of Enclosures 0	Service Charge	.00

Withdrawals and Debits

Other Debits

Date Posted	Customer Reference	Amount	Description	Bank Reference
02/17		536.46	Account Analysis Fee ANALYSIS CHARGE JANUARY BILLING FOR DETAIL 14998-87818	08790006997

Daily Balances

Date	Ledger Balance	Collected Balance	Date	Ledger Balance	Collected Balance
01/30	88,933.35	88,933.35	02/27	88,396.89	88,396.89
02/17	88,396.89	88,396.89			

Conclusion

Staff recommend the Approval to transfer funding from BOA to RMCS D's bank accounts to pay off administrative costs incurred by CFD 2014-1 (Bond).

Subsequent to the transfer, the Bank of America (BOA) account will be closed, and the account analysis fee will be discontinued.



Rancho Murieta Community Services District

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

Visit our website www.rmsd.com

April 9, 2026

Rancho Murieta Association Board of Directors
7191 Murieta Parkway
Rancho Murieta, CA 95683
email: gm@rma-hoa.org

Dear RMA Board,

Please accept this letter as an official request of the Rancho Murieta Community Services District for your organization to look at the feasibility of taking over the Security Department Functions.

We would like an indication of your desire to move forward by June 30, 2026

Thank you,

Amelia Wilder

Interim General Manager

Serving the Community for over 30 years

Board of Directors: John Merchant, President •, Linda Butler, Vice-President • Randy Jenco • Tim Maybee • Bill Gere
Interim General Manager * Amelia Wilder

MEMORANDUM

Date: April 9, 2026
To: Board of Directors
From: Amelia Wilder, Interim General Manager
Re: Right of Entry Agreement with Murieta Club Properties

Requested Action

Approve Right of Entry Agreement with Rancho North Properties, to complete immediate repairs to the 14th Hole North.

Background

A drainage culvert on the 14th Hole has deteriorated and is in need of immediate replacement. This agreement will allow CSD workers and contractors to enter the property and complete the work.

Conclusion

Staff is requesting the Board approve this Right of Entry Agreement. the Improvements Committee recommended this item be moved to the Board for approval at the April 7, 2026 meeting.

RIGHT OF ENTRY AGREEMENT

(Public Utility Infrastructure Access)

This Right of Entry Agreement (“Agreement”) is entered into as of April ____, 2026 (“Effective Date”), by and between:

MURIETA CLUB PROPERTIES, LLC (“MCP”), a Delaware limited liability company, the owner of that certain real property located at 7000 Alameda Drive, Rancho Murieta, California 95683, County of Sacramento, including the Rancho Murieta Country Club with its two golf courses (“Property”); and

RANCHO MURIETA COMMUNITY SERVICES DISTRICT (“District”), a California community services district organized and existing under the Community Services District Law (Gov. Code §§ 61000 et seq.), with its principal office at 15160 Jackson Road, Rancho Murieta, California 95683.

MCP and the District are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. MCP owns and operates the Property, which includes a country club facility and two golf courses within the Rancho Murieta community.
- B. The District owns, operates, and maintains public utility infrastructure—including water, sewer, stormwater, and drainage facilities and appurtenances—that are located on, under, or across portions of the Property.
- C. The District requires reasonable access to the Property to inspect, maintain, repair, replace, and operate such public utility infrastructure in the performance of its statutory duties.
- D. MCP is willing to grant the District a right of entry over, upon, and across the Property for such purposes, subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. GRANT OF RIGHT OF ENTRY.

1.1 MCP hereby grants to the District, its authorized officers, employees, agents, contractors, and assigns (collectively, “District Personnel”), a non-exclusive right to enter upon, over, under,

through, and across the Property, including both golf courses and all related areas that make up the Rancho Murieta Golf Course and Country Club, for the purposes described in Section 2 below.

1.2 The right of entry granted herein is not an easement and does not convey any interest in real property to the District. Nothing herein shall be construed as a dedication of any portion of the Property for public use.

2. PURPOSE OF ACCESS.

The District's right of entry is limited to the following purposes in connection with the District's public utility infrastructure located on, under, or across the Property:

- (a) Inspecting, surveying, and monitoring water, sewer, stormwater, drainage, and related public utility lines, pipes, mains, manholes, valves, meters, hydrants, and all fixtures and appurtenances thereto (collectively, "Utility Infrastructure");
- (b) Constructing, installing, replacing, rehabilitating, repairing, and maintaining Utility Infrastructure;
- (c) Operating Utility Infrastructure and responding to utility service emergencies, failures, spills, overflows, or other conditions requiring immediate District action;
- (d) Placing, staging, and removing tools, equipment, vehicles, machinery, and materials reasonably necessary to accomplish the foregoing purposes; and
- (e) Ingress and egress to and from the Property, including access over reasonable routes across the golf courses and other areas of the Property as necessary to reach Utility Infrastructure.

3. TERM.

This Agreement shall commence on the Effective Date and shall continue in full force and effect on a permanent, indefinite basis unless and until terminated by either Party upon not less than ninety (90) days' prior written notice to the other Party. Notwithstanding any termination, the District's right of access shall continue to the extent necessary to complete any active maintenance, repair, or construction work then in progress and to maintain the operability of existing Utility Infrastructure until such time as the District has made alternative arrangements satisfactory to both Parties.

4. NOTICE AND SCHEDULING OF ENTRY.

4.1 Routine Access. For all non-emergency entry onto the Property, the District shall provide MCP with not less than forty-eight (48) hours' advance written notice (which may be provided by email to MCP's designated representative). The notice shall identify the nature of the work to be performed, the anticipated location(s) of entry, the estimated duration of work, and the names or number of District Personnel expected to be present. The District shall coordinate with MCP to schedule routine access at times and in a manner that minimizes disruption to golf course

operations and club activities, to the extent reasonably practicable.

4.2 Emergency Access. In the event of an emergency involving or threatening Utility Infrastructure—including but not limited to water main breaks, sewer overflows, drainage failures, or conditions posing an imminent threat to public health, safety, or the environment—the District may enter the Property immediately and without prior notice. The District shall notify MCP of any such emergency entry as soon as reasonably practicable, and in no event later than twenty-four (24) hours after initial entry.

4.3 MCP Representative. MCP shall designate a representative and an alternate representative for purposes of receiving notices and coordinating access under this Agreement, and shall provide the District with current contact information for such representative(s). The District shall designate a corresponding representative for coordination purposes. Either Party may update its designated representative upon written notice to the other Party.

5. CONDITIONS OF ENTRY AND RESTORATION.

5.1 District Personnel shall conduct all work on the Property in a safe and professional manner and in compliance with all applicable federal, state, and local laws, regulations, and permits.

5.2 The District shall exercise reasonable care to minimize disturbance to the golf courses, turf, landscaping, irrigation systems, cart paths, and other improvements on the Property. The District shall promptly restore any area of the Property disturbed by its operations to a condition reasonably comparable to its pre-entry condition, including restoration of turf, grade, and surfaces affected by excavation or equipment access.

5.3 District Personnel shall comply with MCP's reasonable rules and regulations regarding conduct on the Property, provided such rules are provided to the District in writing and do not unreasonably interfere with the District's ability to fulfill its utility responsibilities.

5.4 The District shall not store materials or equipment on the Property for periods exceeding the duration of the applicable work project without MCP's prior written consent.

6. MCP'S RESERVATION OF RIGHTS.

MCP reserves the right to use, develop, and enjoy the Property in any manner that does not unreasonably interfere with the District's exercise of its rights under this Agreement or with the safe and reliable operation of Utility Infrastructure. MCP shall not construct or permit the construction of any permanent structure, and shall not plant trees or install improvements, over or immediately adjacent to known Utility Infrastructure in a manner that would impair the District's access thereto, without the District's prior written approval.

7. INDEMNIFICATION.

The District shall indemnify, defend (with counsel reasonably acceptable to MCP), and hold harmless MCP and its members, officers, directors, employees, agents, and successors from and

against any and all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to the District's exercise of its rights under this Agreement, except to the extent caused by the negligence or willful misconduct of MCP or its agents. Nothing in this Section shall be construed to waive any immunity or limitation of liability available to the District under California law, including but not limited to the Government Claims Act (Gov. Code §§ 810 et seq.).

8. GENERAL PROVISIONS.

8.1 Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, and understandings of the Parties with respect thereto.

8.2 Amendment. This Agreement may not be amended or modified except by a written instrument signed by duly authorized representatives of both Parties.

8.3 Notices. All notices required or permitted under this Agreement shall be in writing and shall be delivered by personal delivery, overnight courier, certified mail (return receipt requested), or email (with confirmation of receipt) to the addresses set forth below, or such other address as a Party may designate by written notice to the other.

If to MCP: Murieta Club Properties, LLC
7200 Lone Pine Drive
Rancho Murieta, California 95683
Attn: Tony Velez
Email: Tonyv@liveoaklegacy.com

If to District: Rancho Murieta Community Services District
15160 Jackson Road
Rancho Murieta, California 95683
Attn: General Manager

8.4 Governing Law. This Agreement shall be governed by the laws of the State of California. Any dispute arising hereunder shall be resolved in the courts of Sacramento County, California.

8.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic or digital signatures shall be deemed valid.

8.6 Authority. Each Party represents and warrants that the person executing this Agreement on its behalf has full authority to do so and to bind such Party to the obligations set forth herein.

8.7 No Third-Party Beneficiaries. This Agreement is for the exclusive benefit of the Parties and their respective successors and permitted assigns, and shall not create any right or benefit in any third party.

8.8 Insurance. Prior to conducting any work on the Property under this Agreement, the District (or its contractors, as applicable) shall maintain, at a minimum, the following insurance coverages: (a) commercial general liability insurance with limits of not less than \$2,000,000 per occurrence and \$3,000,000 in the aggregate, covering bodily injury, property damage, personal injury, and completed operations arising out of or in connection with the District's activities on the Property; (b) automobile liability insurance covering all owned, non-owned, and hired vehicles used in connection with work on the Property, with combined single limits of not less than \$1,000,000 per occurrence; and (c) workers' compensation insurance as required by California law, with employer's liability limits of not less than \$1,000,000 per occurrence. The District shall provide MCP with certificates of insurance evidencing the required coverages prior to the first entry onto the Property and upon request. The District may satisfy its insurance obligations hereunder through a program of self-insurance or participation in a joint powers authority risk pool (such as the Golden State Risk Management Authority), provided such program affords coverage at least equivalent to the requirements set forth in this Section 8.8 and the District provides MCP with written confirmation of such coverage upon request.

8.9 Liens. The District shall not allow any mechanic's or other liens to be filed against the Property. If such a lien is filed, the District shall promptly take action to have it removed at the District's expense.

IN WITNESS WHEREOF, the Parties have executed this Right of Entry Agreement as of the date first written above.

MURIETA CLUB PROPERTIES, LLC,
a Delaware limited liability company

By: _____
Print Name: _____
Its: _____
Date: _____

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

By: _____
John Merchant, President of the Board of Directors

Date: _____

ATTEST:

By: _____
Dyanne Fleet, District Secretary/Clerk of the Board

Rancho Murieta Community Services District

May

Board/Committee Meeting Schedule

May 5, 2026

Improvements

8:00 a.m.

Personnel

10:00 a.m.

May 7, 2026

Security

9:00 a.m.

Communications

10:00 a.m.

May 14, 2026

Finance

10:00 a.m.

May 20, 2026

Regular Board Meeting - Open Session

5:00 p.m.



All meetings will be held in person at the District Office: 15160 Jackson Rd.

Subject: Request for Immediate Improvements to Public Meeting Access and Communication Practices

Dear Rancho Murieta Community Services District Board of Directors and Staff,

I am writing as a resident to respectfully ask the District to prioritize improving public access to Board and committee meetings.

At present, too many District meetings are difficult to follow because:

- audio quality is poor
- portions of recordings are corrupted or missing
- meetings are often very long
- there are no reliable transcripts with speakers identified
- Zoom or similar live remote access no longer appears to be available for regular public participation

These are not minor inconveniences. They create real barriers to public participation, especially in a community like Rancho Murieta, where a large share of residents are older adults.

Community Demographics

According to current population data, Rancho Murieta has approximately 2,100 seniors among a total population of roughly 5,633, and the community’s median age is 58.3 years — well above the statewide median. (See [U.S. Census Bureau QuickFacts: Rancho Murieta CDP, California](#) and [World Population Review: Rancho Murieta](#).)

For many residents, particularly seniors, people with hearing loss, people with mobility limitations, caregivers, and those unable to attend long meetings in person, the District’s current meeting access is not meaningfully usable.

This is not simply a matter of convenience. It is an issue of accessibility, transparency, and public participation.

Applicable Federal Law

ADA Title II: State and Local Government Services

Under Title II of the Americans with Disabilities Act, local governments must provide people with disabilities an equal opportunity to benefit from government services, programs, and activities:

<https://www.ada.gov/topics/title-ii/>

ADA Effective Communication Requirements

The U.S. Department of Justice states that public entities must ensure communication with people with disabilities is as effective as communication with others:

<https://www.ada.gov/resources/effective-communication/>

DOJ Web Accessibility Rule (2024)

The Department of Justice's web accessibility rule makes clear that state and local governments, including special districts, are expected to make online public content accessible. Under this rule, all special districts regardless of size must comply with WCAG 2.1 Level AA standards by April 26, 2027:

<https://www.ada.gov/resources/2024-03-08-web-rule/>

Applicable California Law

The Brown Act: Agenda Accessibility (Government Code § 54954.2)

California's Brown Act requires meeting agendas to provide the public with information about how to request disability related accommodations in order to participate in public meetings. This section was amended and updated by SB 707 effective January 1, 2026:

https://leginfo.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV§ionNum=54954.2

SB 707: Major Brown Act Modernization (Effective 2026)

On October 3, 2025, Governor Newsom signed Senate Bill 707 (Durazo), the most significant update to the Brown Act in decades. SB 707 modernizes public meeting requirements to expand accessibility, hybrid participation, and transparency. While the most extensive new mandates apply to "eligible legislative bodies" (cities and counties with populations of 30,000 or more, and large special districts meeting certain employee and revenue thresholds), SB 707 also imposes important requirements on all legislative bodies subject to the Brown Act, including smaller special districts like the RMCS D.

Requirements that apply to ALL legislative bodies, effective January 1, 2026:

The District must provide a copy of the Brown Act to all elected and appointed Board members (Gov. Code § 54952.7). **Any legislative body using teleconferencing must provide two way audiovisual or telephonic access and a live webcast allowing the public to both see and hear the meeting.** The names of members participating remotely and the legal basis for remote participation must be recorded in meeting minutes. Board members with disabilities may now participate remotely as a reasonable accommodation, with this being treated as equivalent to in-person attendance for quorum purposes (Gov. Code § 54953). The public’s right to record open meetings has been broadened by removing references to outdated recording technologies (Gov. Code § 54953.5).

Additional requirements for “eligible legislative bodies,” effective July 1, 2026:

Although RMCS D may not meet the size thresholds for “eligible legislative body” status, the standards SB 707 sets for larger agencies reflect the direction California expects all public agencies to move toward. Eligible bodies must offer hybrid meetings with two-way telephone and video access for every open meeting; adopt a formal written policy for technology disruptions, including a requirement to recess for at least one hour to restore service before proceeding; translate agendas and participation instructions into any language spoken by 20% or more of the local population with limited English proficiency; and maintain an accessible, dedicated webpage for public meeting information.

For full text and analysis of SB 707, see:

[California Lawyers Association: SB 707 Analysis](#)

[BBK Law: Major Brown Act Updates Under SB 707](#)

[BBK Law: New Digital Accessibility Requirements in 2026](#)

The Practical Problem

The District’s own pages show the gap between current practice and emerging standards:

Rancho Murieta CSD home page: <https://www.ranchomurieta.com/>

March 18, 2026 Board of Directors meeting page: <https://www.ranchomurieta.com/2026-03-18-board-of-directors-meeting>

April 2, 2026 Communications & Technology Committee meeting page: <https://www.ranchomurietacsd.com/2026-04-02-communications-committee-meeting>

When the public record depends heavily on low-quality audio, incomplete recordings, or lengthy recordings without accurate speaker identified transcripts, residents are effectively asked to work around barriers the District is in a position to reduce.

Requested Actions

Respectfully, I ask the District to take the following actions:

1. **Restore Zoom or comparable live remote public access** for every Board and committee meeting, consistent with the hybrid meeting standards set by SB 707.
2. **Provide a complete written transcript** for every Board and committee meeting, with speakers clearly identified.
3. **Improve the quality and reliability of meeting audio recordings**, so they are complete, intelligible, and preserved without corrupted or missing portions.
4. **Post the agenda, packet, audio or video, and transcript together** in one clearly labeled location for each meeting, so residents do not have to search multiple pages to reconstruct the public record.
5. **Provide real-time captioning** for live and recorded meetings to support residents with hearing loss, consistent with ADA effective communication requirements and the direction of SB 707.
6. **Review and update the District's website for accessibility**, including compliance with WCAG 2.1 Level AA standards in advance of the federal April 2027 deadline for special districts.
7. **Maintain a dedicated, accessible webpage** for public meeting information, including the meeting calendar, participation instructions, and links to agendas, packets, recordings, and transcripts — following the model SB 707 requires of eligible legislative bodies.
8. **Adopt a formal written technology disruption policy** that establishes clear procedures for restoring remote access during meetings if service is interrupted.
9. **Publish a public update within 30 days** on both the District website and in The Pipeline explaining what steps the District will take, on what timeline, to improve meeting access, recording quality, remote participation, captioning, website accessibility, and transcript availability.

Models and Best Practices

Sacramento County's ADA public notice provides a useful example of the kind of clear, public-facing accessibility commitment local agencies should be making:

<https://personnel.saccounty.net/Pages/DCOADAPublicNotice.aspx>

The California Special Districts Association (CSDA) has published guidance on meeting transparency and public engagement best practices for districts of all sizes. Even where SB 707's enhanced mandates do not technically apply, CSDA encourages all special districts to voluntarily adopt hybrid meeting formats, post complete meeting materials online, and proactively communicate with residents about access options.

This request is made in good faith and with respect for the work the District is doing. But the current situation is not adequate for a community that depends on meaningful access to public meetings in order to understand decisions affecting rates, infrastructure, governance, and public services.

The legal landscape is shifting. SB 707 represents a clear signal from the California Legislature that public agencies — including special districts — must modernize their meeting practices to ensure genuine public access and participation. The federal ADA web accessibility rule reinforces this with specific compliance deadlines.

Accessible public meetings should not depend on whether a resident can hear a flawed recording, sit through hours of unclear audio, or physically attend in person. Rancho Murieta residents deserve better access than that.

Thank you for your attention to this matter.

Sincerely,

N. Bloom

Rancho Murieta Resident

MEMORANDUM

Date: April 9, 2026
To: Board of Directors
From: Amelia Wilder, Interim General Manager
Re: General Manager's Report

CURRENT ACTIVITIES

Development

My attention this month continues to be largely focused on development, with a great deal of time working on the unwinding FSA's.

RECRUITMENT

The contract with Peckham McKenney. We will follow the time-line below to recruit a General Manager:

Activity	Proposed Schedule	Time Frame
Project Organization <ul style="list-style-type: none"> ✓ Conference call to discuss Search Timeline, Process and Logistics 	Pre-Recruitment	
Development of Candidate Profile <ul style="list-style-type: none"> ✓ Meeting #1 w/Client to discuss Candidate Profile. This meeting is typically held via teleconference or phone. I separately reach out to all Board members individually regarding their ideal candidate preferences. ✓ Listen to Specific Expectations of Position ✓ Learn Background and Experiences desired in Ideal Candidate ✓ Develop Marketing Brochure and Obtain Client Approval ✓ Review Advertising and Recruiting Plan 	April 8 - 20	Two Weeks
Recruitment <ul style="list-style-type: none"> ✓ Recruiter focuses on Direct & Personal Outreach with Quality Potential Candidates ✓ Advertise, Network, and Electronically Post/Distribute Candidate Profile Up to 500 Identified Industry Professionals ✓ Post Opportunity on Firm's Website ✓ Respond to all inquiries and acknowledge all Resumes received within 48 hours ✓ Client will be Updated on Outreach Status and Progress 	April 22 - May 22	1 Month
Preliminary Screening Interviews <ul style="list-style-type: none"> ✓ Recruiter Screens Resumes and Conducts Preliminary Internet Research on Candidates for any Areas of Concern ✓ Conduct Preliminary Phone Interviews with Leading Candidates ✓ Prepare Recommended Candidates Packet 	May 25 - June 5	Two Weeks
Recommendation of Candidates/Selection of Finalist(s) <ul style="list-style-type: none"> ✓ Provide Client with Recommended Candidates Packet ✓ Meeting #2 (in-person) Provide Overview to President and BOD of Recommended Candidates (in-person). ✓ Client Selects Finalist Candidate(s) for Finalist Interview Process ✓ Recruiter Notifies all Candidates of Status in Recruitment Process 	Week of June 8	One Week
Finalist Interview Process with CSD Board <ul style="list-style-type: none"> ✓ Facilitate Meeting #3 (in-person): Board Interview(s) ✓ Board Interview process includes Orientation prior to interviews and Debrief meeting afterwards. ✓ Assist Client throughout Selection Process. ✓ Board may select the Leading 1-3 Finalists to bring back for In-Person Interview (optional step) 	Week of June 22	One Week
Qualification <ul style="list-style-type: none"> ✓ Conduct Background and Reference Checks on Selected Candidate ✓ Provide Employment Agreement Negotiation Assistance, if desired by Client 	Week of June 29	One Week

Once this is started, we will begin with the recruitment of a Director of Operations, in May.

HR

Updates to the Personnel Manual are nearly complete. We have incorporated the policies that affect personnel into the manual, and plan to have a final draft for Board approval in May.

Finance

The Prop 218 Notices have been mailed out, and Staff is making final updates to the proposed budget. The District has several important infrastructure updates and repairs that need to be funded. This money will likely come from rate increases to current rate payers.

RMAP

Staff completed their submission to GSRMA, our insurance company, of the annual RMAP report. This report details the risk management procedures the District has in place to ensure compliance on several different levels with risk abatement issues. The report is scored and offers the potential to receive up to 10% back on our annual premium for the insurance.

GSRMA has completed their review, and the District will be awarded \$47,299.56 for our efforts this year.

MEMORANDUM

Date: March 23rd, 2026

To: Board of Directors

From: Branden Arino, Security Supervisor

Subject: Security Department Update – April 2026

Operations Update

The Security Department continues to prioritize staffing stability, operational readiness, and proactive community engagement. Key updates are as follows:

- All full-time Security Department positions are currently filled.
- **Current staffing levels:**
 - 7 Full-Time Gate Officers
 - 7 Part-Time Gate Officers
 - 4 Full-Time Patrol Officers
 - 17 Total Employees (including 6 probationary employees)
- One (1) part-time employee has been hired and is currently in training.

The department is currently updating emergency after-hours contact information for businesses within the District to improve response efficiency.

- The practice of publishing schedules one month in advance has been implemented. Schedules are now distributed every third Friday of the month to improve staffing consistency and assignment coverage.
 - Vehicle Unit 53 has been repaired and returned to service following repairs completed by Caliber Collision. Vehicle decals and logos will be reinstalled.
 - Security Supervisor Arino will be attending ISC West from March 24, 2026, through March 27, 2026, to evaluate security technologies, compare vendors, and identify solutions to enhance District operations. Findings and recommendations will be presented to the Board upon return.
-

Rancho Murieta Association (RMA) Coordination

The Security Department continues to collaborate closely with RMA leadership to strengthen rule enforcement, compliance coordination, and community safety initiatives. Key efforts include:

- Ongoing non-architectural rule enforcement in coordination with RMA Compliance (see Violation Summary Report).
- Weekly speed enforcement operations conducted in accordance with RMA guidelines.
- Continued attendance and participation in RMA Compliance Committee meetings.

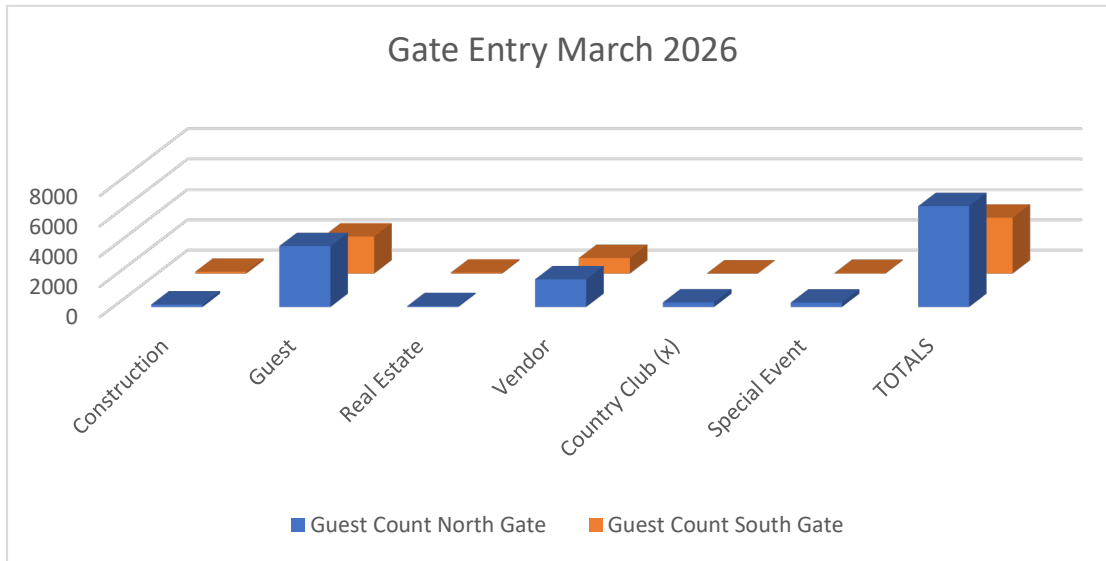
Gate Entries by Type

3/1/2026 - 3/23/2026

Pass Type	Guest Count North Gate	Guest Count South Gate	Count by Pass Type
Construction	169	116	285
Guest	4,013	2,439	6,452
Real Estate	54	64	118
Vendor	1,824	1,023	2,847
Country Club (x)	303	1	304
Special Event	290	39	329
TOTALS	6,653	3,682	10,335

Prior Month Totals:

6,756	3,432	10,188
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**Rancho Murieta Association
Violation Item Summary Report -- 2026
Violations Written by RMCS Security**

	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Violation Item Summary Report	CSD	CSD	CSD	CSD	CSD	CSD	CSD	CSD	CSD	CSD	CSD	CSD	CSD
Motor Vehicle Violations:													
Carring Passengers			1										1
Motorcycle													0
No drivers license													0
Speeding			1										1
Speeding - twice speed limit													0
Stop signs	1		2										3
Bus stop signs													0
Use of streets													0
Parking:													
Driveway parking													0
Guest parking													0
Overnight street parking	1	2	6										9
Unauthorized Vehicle (24 hr pass)													0
No Parking Areas	1	1	1										3
Accumulation/dumping of debris													0
Boat Usage													0
Barbeques, open fires, bonfires													0
Carrying passengers/overloaded cart													0
Chickens													0
Commercial vehicle lettering													0
Construction overnight parking													0
Discharge of firearm													0
Dwelling exterior alterations													0
Failure to identify													0
Golf Cart Decals													0
Guest w/o resident in comm areas													0
Home business activities													0
Interference CSD Officer													0
Noxious activities													0
Open garage doors													0
Park hours / curfew	2	1	1										4
Pets - off leash / teathered / noise													0
Property maintenance													0
Sign rules													0
Sports equip/trampoline/basketball													0
Storage of building materials													0
Stored vehicles		1											1
Trash containers													0
Unlawful Activities													0
Use of common areas & facilities													0
Use of Fireworks													0
Vandalism													0
Vehicle repair or maintenance													0
Working days & hours													0
Total Violations Written by CSD	5	5	12	0	0	0	0	0	0	0	0	0	22
RMCS Violations not Processed	2	4	2										8



Rancho Murieta CSD Security
 15160 Jackson Rd
 Rancho Murieta, CA 95662
Cases - Breakdown by Type

ABANDONE D DISABLE D VEH	2
ALARM	9
ANIMAL COMPLAINT	15
BOAT/WATER ACCIDENT	1
BURGLARY	1
CIT ATION	19
DISTURBANCE	4
ESCORT	7
EXTRA PATROL	108
FIRE	1
FOLLOW UP	1
LOST/FOUND PROPE RT Y	7
MEDICAL AID	2
MISCELLANE OUS	6
PARKING	2
REFUSED E NTRY	35
RESIDE NT COMPLAINT	15
RMA RULE VIOLATION	6
SAFE TY ADVISAL	1
SPEE DING COMPLAINT	4
SUSPICIOUS A CTIVIT Y	1
SUSPICIOUS PE RSON	4
SUSPICIOUS VE HICLE	2
TRAFFIC ENFORCEME NT	6



Cases - Breakdown by Type
 From 2/27/2026 to 3/23/2026

Page 1 of 2
 3/23/2026 1:39:40 PM

TRE SPASSING	4
VEHICLE ACCIDENT	5
WATER LEAK	3
WEATHER RELATED	1
WELFARE CHECK	6
Total	278



Cases - Breakdown by Type
 From 2/27/2026 to 3/23/2026

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 3/23/2026 1:39:40 PM



Rancho Murieta Community Services District

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

Visit our website www.rmcsd.com

March 2026 Incidents of Note

On **February 27th, 2026**, at approximately 7:14pm, RMCS D Patrol notified Dispatch of a vehicle collision at the intersection of Murieta Drive and Jackson Highway (Hwy 16). The incident involved a resident operating a golf cart traveling southbound across Highway 16 toward nearby businesses, who entered the intersection and was struck by a van traveling westbound on Highway 16.

The resident sustained a head injury with visible bleeding as a result of the collision. South Gate personnel immediately contacted 911. Emergency medical services responded to the scene and transported the injured resident for further medical evaluation and treatment.

RMCS D Patrol remained on scene to assist until emergency responders arrived.

On **March 20th, 2026**, at approximately 12:03am, Dispatch received a report from a resident of a possible traffic collision near the county bridge on Highway 16. RMCS D Patrol was dispatched and located a vehicle on the golf course near Hole 18 on the south side of the community, beyond a damaged fence line.

Upon arrival RMCS D Patrol located a silver 2013 Honda Accord with significant damage. The driver, identified as a 16-year-old resident, was standing outside the vehicle and reported no injuries.

The driver stated he lost control of the vehicle, overcorrected, and drove through the fence line, entering the golf course. CHP responded to the scene at approximately 12:32am. Rancho Murieta Association (RMA) was notified regarding the damaged fence and property.

RMCS D Patrol remained on scene until the situation was stabilized. The incident was documented and referred to CHP for further investigation.

On **March 22nd, 2026**, at approximately 5:00am, RMCS D Patrol observed a U-Haul truck parked in front of Murieta Nail Lounge located within the Murieta Plaza. Upon inspection, Patrol discovered the front glass door of the business had been shattered.

Further assessment revealed signs of forced entry and burglary, including damage to an ATM machine near the entrance and tampering with the business cash register. Patrol immediately notified Dispatch of a possible active burglary and remained on scene to monitor the vehicle and area in the event suspects returned.

The business owner arrived on scene at approximately 5:15am and advised that his alarm system activated at approximately 4:48am. The business owner reported observing two suspects via his Ring camera, described as masked individuals wearing black hooded sweatshirts and masks, using a crowbar to force entry into the business. Video footage was not retrievable due to the system not having an active subscription.

Patrol further observed that the driver-side door lock of the U-Haul truck had been tampered with, indicating the vehicle was likely stolen and used in the commission of the crime.

The incident was documented and appropriate notifications were made. Sheriffs later responded after 8:00am.

Serving the Community for over 30 years

Board of Directors: John Merchant, President •, Linda Butler, Vice-President • Randy Jenco • Tim Maybee • Bill Gere

Community Safety Warning - Vehicle Tampering ⚠️

I want to share something serious that happened to me so everyone in our community is aware.

My car is normally parked in my garage and not accessible, but during Spring Break I had it parked in front of my house for about a week. During that time, someone placed firecrackers inside the brakes of my car (see pictures.)

While driving to work on Dillard Road, they exploded while the vehicle was in motion, nearly causing an accident. Because my car is electric, I genuinely thought the car itself had exploded — and the driver behind me later said they thought the same thing. Thankfully I was able to maintain control and no one was hurt, but this could have easily resulted in a serious crash or cost someone their life.

Afterward, I had to take the vehicle in for a safety inspection, which cost \$250, where technicians discovered the firecracker debris inside the braking system.

If this was meant as a prank, I want to be very clear: this is extremely dangerous and not harmless fun. Tampering with a vehicle — especially its brakes — creates a real risk of injury or death for drivers, passengers, pedestrians, and other families on the road.

This type of action is also treated as a serious criminal offense, not a joke. Acts involving explosives and vehicle safety systems can be investigated as felony offenses. Law enforcement is involved, and incidents like this can carry severe legal consequences that could permanently impact someone's future.

Parents: please talk with your kids about how dangerous "pranks" involving vehicles or fireworks can be. What may seem funny for a moment can turn into tragedy in seconds.

Let's look out for each other and keep our neighborhood safe.

If anyone saw suspicious activity around parked vehicles recently, please reach out or notify local authorities.

Stay safe, everyone.

ISC West 2026 – Technology Evaluation Report

Prepared by: Branden Arino, Security Supervisor

Date: March 24th-27th 2026

Attendance at ISC West 2026 provided a comprehensive opportunity to evaluate current and emerging security technologies, engage directly with vendors, and assess solutions applicable to Rancho Murieta Community Services District operations. The ability to review multiple systems side by side allowed for a more efficient and informed understanding of available technology, industry trends, and practical applications for the District.

A key highlight of the conference was engagement with Robotic Assistance Devices (RAD), which presented autonomous security units designed to supplement traditional patrol operations. These units are capable of conducting continuous patrols, monitoring designated areas, and providing real-time alerts through integrated cameras, sensors, and audio capabilities. The systems include features such as license plate recognition, motion detection, two-way communication, and automated incident notifications. RAD devices are designed to act as a visible deterrent while supporting an “observe and report” operational model, making them a potential tool for enhancing coverage in high-traffic or vulnerable areas without increasing staffing levels. The technology was demonstrated as reliable, highly configurable, and increasingly being adopted in both private and municipal environments.

DoorKing (DKS) systems were also reviewed and remain a strong and practical solution for access control within gated communities. DoorKing continues to offer well-established, durable gate operators and access systems with modern enhancements including cloud-based management, remote programming, and integration with telephone entry systems. The platform allows for efficient control of resident and guest access, supports integration with existing infrastructure, and provides scalable options for future upgrades. The overall quality and reliability of DoorKing systems were consistent with industry expectations, reinforcing their position as a viable long-term solution for the District’s gate operations.

Motorola Solutions showcased advanced communication systems and integrated security platforms designed to support real-time coordination and incident response. Their technology emphasizes reliability, clear communication, and the ability to integrate radio systems, video surveillance, and command software into a unified operating environment. These capabilities enhance situational awareness and allow for improved coordination between field personnel and dispatch, making them highly relevant to District operations.

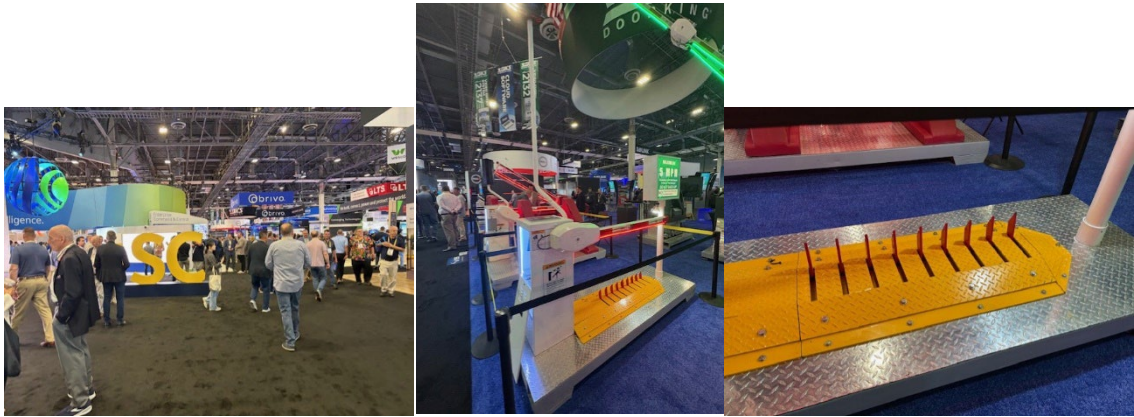
Significant advancements were observed across all video surveillance vendors, including Axis Communications, Vicon Industries, Coram AI, and Alpha Vision. Camera technology has continued to improve in both image quality and operational efficiency, with high-resolution imaging, low-light performance, and wide dynamic range becoming standard. More notably,

the integration of artificial intelligence has greatly enhanced the functionality of these systems. Modern platforms are now capable of real-time object detection, behavioral analysis, facial and vehicle recognition, and automated alerting based on specific criteria. These capabilities allow for a shift from passive monitoring to proactive security operations, where incidents can be identified and addressed more quickly.

The overall efficiency of these systems has also improved, with reduced bandwidth usage, cloud and hybrid storage options, and centralized management platforms that allow operators to monitor multiple locations from a single interface. The technology demonstrated was highly advanced, reliable, and increasingly user-friendly, with clear potential to enhance situational awareness and response capabilities within the District.

Additional vendors presented technologies related to communications, infrastructure, and specialized detection systems, all of which contribute to a more integrated and connected security environment. These systems are increasingly designed to work together, allowing for seamless coordination between cameras, access control, and communication platforms.

Overall, ISC West 2026 demonstrated that the security industry is continuing to move toward more integrated, intelligent, and automated systems. Many of the technologies reviewed are not only more advanced but also more practical and scalable than in previous years. Continued attendance at industry conventions is strongly recommended, as it allows the Security Department to stay current with rapidly evolving technology, directly evaluate vendor capabilities, and make informed decisions that support long-term operational effectiveness and community safety.



Information Technology Manager's Report to the Board of Directors

April 15, 2026

PROJECT UPDATES

Cybersecurity Training

Cybersecurity training for all staff began April 1. New lessons roll out at the beginning of each month. Staff are expected to complete the training on their own schedule over the course of the month. Random phishing tests will be administered.

VAB-1 Network Installation

Currently working with AT&T and AIC to utilize existing copper telephone infrastructure wiring to provide connectivity to SCADA sensors at the water plants. Work to conclude within the next two weeks.

New Wi-Fi Access Points

District Wi-Fi access points are aging out of service and being updated to the latest Wi-Fi 7 technology. Work will continue on this over the next several months.

Updating, Inventorying and Disposal of Equipment

Equipment inventories are being updated, and support agreements are being refreshed. Equipment that has aged out of service is being sent to e-waste.

New Computers and Windows 11

The last of the computer replacements and upgrades to Windows 11 are occurring now and are expected to be completed within the next several weeks.

ONGOING

Power Improvements to the Server Room – Completed

A new dedicated circuit and two new UPS units have been installed in the server closet.

GSRMA Cybersecurity Audit Questionnaire - Completed

The annual GSRMA Cybersecurity Audit Questionnaire was completed

New Desktop and Laptop Rollouts – Continuing

The rollout of new laptop and desktop computers continues. The project is on target to be completed within the first few months of 2026.

Network Failover for Greenfield ISP – In progress

We are researching the implementation of a secondary failover network in the Admin building to keep our Internet connection active when Greenfield service goes down. This will prevent the gates from going offline and other service interruptions during an outage. Both cellular and satellite solutions such as Starlink are being investigated. The same system could also be installed at the water plant to keep it online during outages.

SCADA Telecommunications Hardware Installation at Water Plants – In progress

New AT&T telecommunications hardware to integrate the hardwired SCADA sensor network into the new system is currently being implemented at both water plants.

Audit and Great Plains Project Support – In progress

We are currently working with consultants to evaluate moving our Great Plains system to the cloud. This will stabilize our environment and bring us up to current versions of both the server operating system and GP applications software, as well as provide a secure backup solution to support disaster recovery. This will ensure the security of the system and the integrity of our data as we transition to a new accounting system.

Surveillance Systems Upgrades and New Water Tank Cameras

The first phase of this project is complete. Hardware in the gate shacks has been updated, and all systems are now running Windows 11. A memorandum requesting approval for the second phase, which includes cameras for the RMCS Administration building, Safety Center, and the new development, is forthcoming.

Replacement of Inter-Building Network Communication Hardware

We are working with our vendor to determine hardware to replace the aging NanoBeam and AirFiber systems that provide network connectivity between the Administration and WWTP buildings. Work is anticipated to start in February.

Task	Priority	Finish Date
IN PROGRESS:		
New Desktop and Laptop Rollouts. Windows 11 update	High	Q1 2026
Cybersecurity Training for Staff	High	Beginning Apr. 1
Network Failover for Greenfield ISP	High	February 2026

SCADA Telecom Hardware & Software	High	Q1 2026
Audit and Great Plains Project Support	High	Q1 2026
Purchase new surveillance hardware and update systems	High	February 2026
Replacement of NanoBeam and AirFiber systems	High	Ongoing
Hardware and software support for all RMCSO staff	High	Ongoing
PCI Compliancy Audit for credit card processing	High	Q2, 2026
Ensure compliance with GSRMA computer standards	High	Ongoing
Disaster Recovery Plan creation	High	Q2, 2026
Business Continuity Plan creation	High	Q2, 2026
Cybersecurity Incident Response Plan creation	High	TBD
Documentation of the RMCSO computing environment. Network, application and database mapping	High	TBD
Update the IT asset inventory database	High	TBD
Update of the web site to meet new ADA and DOJ requirements	Medium	TBD
Evaluate moving the RMCSO computing environment to the Microsoft Azure cloud. Implement if desired	Medium	TBD
Update the on-premises virtualization server	Medium	TBD
COMPLETED:		
Power improvements to server closet	High	Completed
GSRMA Cybersecurity Audit Questionnaire	High	Completed
CodeRED to HQE SiRcom Conversion	High	Completed
Update all mobile phones to iPhones	High	Completed
Draft RMCSO Internet Security Policy Created	High	Completed
Reconstruction of MFP/Copier/Scanner networking and user authentication	High	Completed
Implementation of Mosyle MDM for iPhone Management	High	Completed
SCADA Networking Integration	High	Completed
Credit Card Kiosk Installation	High	Completed 12/10/2025

MEMORANDUM

Date: April 1, 2026
To: Board of Directors
From: Cecilia Min, Director of Finance and Administration
Subject: Audit and Finance Report

1. Audits 22/23 and 23/24

TASK	Projects	ASSIGNED TO	PROGRESS
Reconstruction of accounting - mostly cash receipts	Audit FY23&24	RH	100%
Review of the above accounting	Audit FY23&24	RH	100%
Reinput the above transactions into the accounting system	Audit FY23&24	RH	100%
Interim Audit Preparation + Interim Testing Support	Audit FY23&24	RH	100%
CFD Bond Audit	Audit FY23&24	RH	90%
Bank Reconciliations	Audit FY23&24	RH	100%
Balance Sheet Reconciliation	Audit FY23&24	RH	97%
Review Balance Sheet Reconciliation	Audit FY23&24	RH	91%
Audit Workpaper Preparation	Audit FY23&24	RH	80%
Audit Field Work Testing	Audit FY23&24	RH	0%
Financial Statement preparation & Partner Review	Audit FY23&24	RH	0%
Review First Draft of Financial Statement	Audit FY23&24	RH	0%

We made progress in the following:

- a. Balance Sheet Reconciliations from 95% to 97%.
- b. Review Balance Sheet Reconciliation 90% to 91% as I had been working on budget
- c. Audit workpaper Preparation – 75% to 80%
- d. Anticipated audit start - May 2026

Balance Sheet Reconciliations

While I was busy with the budget preparation, my team continued to work on the following:

AP - We worked on the AP problem identified last board meeting and identified many duplicate transactions or in the wrong year. Very tedious process! We found about \$388K of duplicated transactions in FY 23.

Bond – We had been paying bills for the Bond from RMCS D’s bank account. We have identified all related payments paid within RMCS D’s bank account and will be transferring funding from BOA account to RMCS D.

Fixed Assets – both years are completed waiting for my review.

Tasks	FY2	FY2	FY23 - Review	FY24 - Review
Bank Reconciliations: 1000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Bank Reconciliations: 1001	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Bank Reconciliations: 1002	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Bank Reconciliations: 1008	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Investment&Interest Income	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Tyler AR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Tyler Revenue/customers overpayment	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Tyler Installment Plan	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Property Tax Receivable and Revenue	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Prepays	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Interfund Loans	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Tyler credit balances	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Due to/From Reconciliation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Admin Allocation/Due to From	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
AP aging	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Accrued Expenses	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fixed Assets	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Repairs and Maintenance	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Capital Improvement Project Expense	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deeded Transactions	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Restricted Cash	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pension	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
OPEB liability	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Notes Receivable	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Developer deposits	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Capital Leases	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Unearned revenue	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water Hydrant Deposit	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Property Loss Reimbursement	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Payroll Expenses	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Misc income 3500	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Accrued Payroll	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
GASB 101	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Compensation Absences	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Net Asset Rolled Forward	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Revenue: Reserve	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Insurance	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Income/Expenses Analysis - FY 23	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Income/Expenses Analysis - FY 24	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Budget vs. Actual Analysis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
clear review notes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
clear review notes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Calwaste and related surcharge in Fd 499	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Legal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bond Audit(redo workpaper)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Due From CFD Bond(redo 5 years of exp)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Finance Report YTD – February 2026

Statement of Revenue and Expenses - Preliminary
July 2025 to February 2026
Commentary

This statement represents the first eight months of the fiscal 25/26. The expenses as a % of the annual budget should be at **67%** assuming that all expenses are incurred evenly over the 12 months.

A **new monthly statement of revenue and expense** is provided showing monthly revenue and expense for the past eight months. The monthly expenses for July to November are not consistent as coding was not consistent in those months. Negative amounts showing in certain months are reclassified to correct YTD miscoding.

This is preliminary financial and will be subjected to change after bank reconciliations and balance sheet reconciliations. These will be completed in the later months after the completion of past audit years.

Rancho Murieta Community Services District			
Statement of Revenue and Expenses			
Budget vs. Actual			
For the Eight Months Ending Saturday, February 28, 2026			
	Total	Annual Budget	% of Budget
Operation			
Total Operating Revenue	6,276,272.98	9,611,853.39	65%
Expenses			
Total Operating Expenses	4,409,069.21	6,897,909.84	64%
Total General and Administrative Expenses	2,030,639.79	2,679,198.16	76%
Total Expenses	6,439,709.00	9,577,108.00	67%
Less: Property Taxes Revenue	489,219.25	970,000.00	50%
Operation Result after Property Taxes Revenue	325,783.23	1,004,745.39	32%
Other NonOperating Rev (Exp)			
Total Reserve Revenue	1,177,993.02	1,814,888.79	65%
Developer Income/Expenses	3,425,474.36	0.00	0%
Net Income (Loss)	4,929,250.61	2,819,634.18	175%

Detailed Analysis

Operation

Operating Revenue – was at 65% which is on target as compared to the benchmark of 67%.

Residential Fees are slightly lower than budget as the budget was calculated based on the number of connections instead of invoice.

Investment earnings and interest income totaled \$136k as compared to an annual budget of 97k which is 140% of the total budget. The budget was prepared conservatively.

Operating Expenses – total Operating expenses was at 64% which is just below target of 67%.

Salaries and Wages – was at 56% which is below the target of 67%. Director of Operation position is vacant for several months and several security team members were vacant. In February, we had a salary adjustment with security supervisor to align with new job description, as well as a new hire. We will perform a deep dive to determine the exact variance.

Benefits were at 32% of the annual budget, lower than expected considering the vacant positions. We will perform a deep dive to determine the exact variance.

Chemical – at 84% of annual budget way over the budget. We noted pricing increase and tariff impact. Based on discussions with vendors, the price will continue to increase.

Repairs & Maintenance – at 181% of annual budget. Lift Station repairs of about \$100K were incurred. In January, we had another emergency repair. \$85k spent in January, including \$39k for TNT Industrial Contractors (piping and lift repairs), \$17k for Holt of California (generator rental), \$14k for USA Blue Book, \$14k for 11 misc. vendors. We will need to review this account to capture fixed asset items.

Training & Seminars – 496% of annual budget. This was under budgeted. Noted training for security, utility staff, and forklift operators properly booked in this account. This is underbudgeted.

Contractual Services – 71% of annual budget. Of the \$1.3M expensed, \$1.1M (85.0%) was for California Waste Recovery Systems – monthly service charges, 19K for Lumos & Associates for rate study, \$18K for Wagner & Bonsignore Consulting Civil Engineers, and \$27K for Water Systems Consulting, Inc. for a groundwater well study.

Travel and Mileage –140% of annual budget. Not enough was budgeted for this category.

Telecommunications – at 183% of annual budget. It seems to be under budgeted. 100% of this is AT&T wireless and land line

General and Administrative Expenses– total expenses were at 76% which is over the target of 67%.

Salaries and Wages – was at 55% which is below the target of 67%. General Manager, Director of Finance, AP, and HR Accounting Tech positions were not included in all eight months in this line item. In February, salaries increased due to retro payment to Interim GM for \$46k and auto allowance of \$14k.

Benefits, Taxes & Pension – was at 67%. Other Post Employment Benefits (OPEB) for retirees were budgeted for \$249K annually but the actual payment based on CalPERs actuarial calculation was \$464K. This is underbudgeted.

Community Communications – was at 198% of annual budget. This consists primarily of charges for monthly utility invoices to residents. A portion of these charges is for postage and should be classified as such.

Repairs & Maintenance – was at 172% of annual budget, consisting primarily of cleaning charges from Cleaning Services. There were also one-time deep cleaning and other Gutter and A/C repairs.

Utilities - was 2903% of annual budget. Utility expenses were split between Ops and Admin. However, 99.8% of the budget was put into Capacity Purchase. If we combine Capacity Purchase with both Utility accounts, we are at 71% of annual budget. This is underbudgeted.

Legal Fees – was 226% of annual budget, consisting of fees for legal matters involving FSA and Developer Activity. After further analysis, we will reclass FSA and the Developer Activity section to the nonoperating section.

Consulting Fees – was at 504% of annual budget. This consists of AP and District Secretary position temporary positions, which were budgeted in salaries. GP consultant of \$8K to aid with the Great Plain system change in interfund, allocation module, and fixed asset, bank reconciliation, and financial statement creation. We will perform a deep dive to determine the exact variance.

HR recruitment fees – was at 1194% HR to Go (not budgeted), EPS (this is FSA related and need to review all invoices and reclassify down to nonoperating)

Office Supplies – was at 89% of annual budget. Of the \$26.1K, \$20.5K was for Dell Computers and \$4.5k was for Amazon Purchases. Will review for capitalized items later.

Total Expenses – was at 67% hitting the target of 67%.

Operating Result before Property tax revenue is a loss of \$163K

Property Tax Revenue of \$489K was received in February. The property reserve is absorbed to cover the operating loss.

Other Non Operating Revenue (Expenses)

Reserve Contributions - was at 60%, slightly under 67% target. The budget was prepared based on the invoice count of 2917 but the actual invoice count is lower.

Debt Service Fees were not budgeted. At that time of the budget, it was estimated that service debt fees would be paid off at the beginning of the fiscal year.

Developers' Activities –

- *Received \$19K of inspection revenue. This revenue needs to be reclassified properly to other reserve income.*
- *Per Resolution 2025-12, we accepted Riverview Phase 2 Infrastructure of \$3.4 million, which is recorded as Contribution – Donated Infrastructure*

Rancho Murieta Community Services District
Statement of Revenue and Expenses
Budget vs. Actual
For the Eight Months Ending Saturday, February 28, 2026

	Water	Wastewater	Drainage	Solid Waste	Security	Total	YTD Budget	Over(Under)	Annual Budget	% of Budget
Operation										
Operating Revenue										
Residential Fees	2,018,786	1,320,132	139,620	1,128,503	897,168	5,504,209	5,722,621	(218,412)	8,583,932	64%
Commercial Fees	203,379	141,508	20,367	-	176,797	542,051	542,623	(572)	813,934	67%
Late Fees & Penalties	35,518	21,882	2,113	14,438	7,284	81,234	34,659	46,575	51,988	156%
Other Sales	7,532	89	28	16	49	7,715	16,667	(8,952)	25,000	31%
Investment Earnings	31,951	24,376	-	-	1,620	57,947	64,667	(6,719)	97,000	60%
Interest Income	42,525	17,315	5,412	3,093	9,278	77,623	-	77,623	-	0%
Other Fees	-	-	-	-	5,495	5,495	26,667	(21,172)	40,000	14%
Total Operating Revenue	2,339,690	1,525,302	167,541	1,146,050	1,097,690	6,276,273	6,407,902	(131,629)	9,611,853	65%
Expenses										
Operating Expenses										
Salaries and Wages	623,182	197,996	16,209	-	472,667	1,310,054	1,552,976	(242,922)	2,329,464	56%
Benefits, Taxes & Pension	161,307	39,948	3,470	-	165,745	370,470	780,286	(409,816)	1,170,429	32%
Workers Compensation	38,291	35,068	1,984	-	-	75,343	75,277	66	112,916	67%
Capacity Purchase	-	-	-	-	-	-	251,217	(251,217)	376,825	0%
Chemical	120,864	101,747	11,719	-	-	234,331	186,667	47,664	280,000	84%
Regulatory - Inspections	-	-	-	-	-	-	-	-	-	0%
Regulatory - Lab Testing	12,387	9,592	-	-	-	21,979	37,333	(15,355)	56,000	39%
Tools & Supplies	52,679	84,854	9,775	-	2,092	149,400	144,000	5,400	216,000	69%
Repairs & Maintenance	182,755	256,926	30,678	-	13,966	484,325	178,240	306,085	267,360	181%
Uniform and Clothings	4,966	3,959	-	-	1,842	10,768	14,667	(3,899)	22,000	49%
Training and Seminars	5,106	6,188	121	-	986	12,401	1,667	10,735	2,500	496%
Small Equipment	10,407	2,192	2,122	-	1,187	15,909	-	15,909	-	0%
License & Permits	64,863	24,762	-	-	66	89,691	101,333	(11,643)	152,000	59%
Contractual Services	208,183	47,459	-	1,009,013	-	1,264,654	1,196,211	68,444	1,794,316	70%
Rental/Lease expenses	6,807	-	-	-	-	6,807	7,333	(526)	11,000	62%
Travel and Mileage	14,784	15,698	227	-	7,064	37,773	18,000	19,773	27,000	140%
Software License/Support	7,075	-	-	-	8,723	15,799	20,000	(4,201)	30,000	53%
HR & Recruitment	1,872	1,557	-	-	1,776	5,205	900	4,305	1,350	386%
Memberships & Subscriptions	1,479	1,005	-	-	-	2,484	4,833	(2,349)	7,250	34%
Utilities	122,998	116,370	153	-	3,915	243,436	-	243,436	-	0%
Telecommunications	28,724	26,538	-	-	1,430	56,692	20,667	36,026	31,000	183%
Office Supplies	470	168	-	-	911	1,549	7,000	(5,451)	10,500	15%
Bad Debts	-	-	-	-	-	-	-	-	-	0%
Fines and Penalties	-	-	-	-	-	-	-	-	-	0%
Miscellaneous Expenses	-	-	-	-	-	-	-	-	-	0%
Depreciation - Water	-	-	-	-	-	-	-	-	-	0%
Gain/Loss on Asset Disposition	-	-	-	-	-	-	-	-	-	0%
Interest Expense	-	-	-	-	-	-	-	-	-	0%
Total Operating Expenses	1,669,200	972,028	76,459	1,009,013	682,370	4,409,069	4,598,607	(189,537)	6,897,910	64%

Rancho Murieta Community Services District
Statement of Revenue and Expenses
Budget vs. Actual
For the Eight Months Ending Saturday, February 28, 2026

	Water	Wastewater	Drainage	Solid Waste	Security	Total	YTD Budget	Over(Under)	Annual Budget	% of Budget
General and Administrative Expenses										
Salaries & Wages	305,137	122,055	38,836	22,192	66,575	554,794	675,193	(120,399)	1,012,790	55%
Benefits, Taxes & Pension	241,796	96,718	30,774	17,585	52,755	439,629	439,920	(291)	659,880	67%
Worker's Comp Insurance	24,114	9,636	3,066	1,752	5,256	43,824	43,786	38	65,678	67%
Insurance	174,539	69,816	22,214	12,694	38,081	317,343	317,095	248	475,642	67%
Community Communications	9,808	3,923	1,248	713	2,140	17,833	6,000	11,833	9,000	198%
Repairs and Maintenance	17,791	7,116	2,264	1,294	3,882	32,347	12,534	19,813	18,801	172%
Rental/Lease expenses	-	-	-	-	-	-	-	-	-	0%
Telecommunications	1,787	715	227	130	390	3,249	13,120	(9,870)	19,680	17%
Software License/Support	60,727	24,291	7,729	4,417	13,380	110,544	121,334	(10,791)	182,001	61%
Utilities	12,541	5,016	1,596	912	2,736	22,801	546	22,255	820	2782%
Membership and Subscriptions	8,140	3,256	1,036	592	1,776	14,799	7,000	7,799	10,501	141%
Training and Seminars	386	154	49	28	84	701	1,666	(965)	2,499	28%
Legal Fees	111,746	44,698	14,222	8,127	24,381	203,175	60,000	143,175	90,000	226%
Consulting Fees	108,697	43,479	13,834	7,905	23,716	197,631	26,134	171,497	39,201	504%
HR and Recruitment Fees	9,854	3,942	1,254	717	2,150	17,917	1,000	16,917	1,501	1194%
Accounting and Audit Fees	-	-	-	-	-	-	-	-	-	0%
Travel and Mileage	3,016	1,206	384	219	658	5,483	3,334	2,149	5,001	110%
Office supplies	14,746	5,853	1,862	1,064	3,192	26,718	20,000	6,718	30,000	89%
Postage	9,126	3,643	1,159	662	1,987	16,578	25,334	(8,757)	38,001	44%
Bank Analysis Fees	191	77	24	14	42	348	5,666	(5,318)	8,499	4%
Board and Committee Meetings	1,962	785	250	143	428	3,567	1,134	2,433	1,701	210%
Fines and Penalties	56	22	7	4	12	102	-	102	-	0%
Employee events	366	146	47	27	80	665	-	665	-	0%
Small Equipments	-	-	-	-	-	-	-	-	-	0%
Miscellaneous	11	4	1	1	2	20	5,334	(5,314)	8,001	0%
CIA Ditch Maintenance & Operations	574	-	-	-	-	574	-	574	-	0%
Rental/Lease expenses	-	-	-	-	-	-	-	-	-	0%
Depreciation	-	-	-	-	-	-	-	-	-	0%
Gain/Loss on Assets Disposal	-	-	-	-	-	-	-	-	-	0%
Total General and Administrative Expenses	1,117,109	446,552	142,085	81,191	243,703	2,030,640	1,786,132	244,508	2,679,198	76%
Total Expenses	2,786,309	1,418,580	218,544	1,090,204	926,073	6,439,709	6,384,739	54,970	9,577,108	67%
Operation Result										
Less: Property Taxes Revenue	244,610	239,717	4,892	-	-	489,219	646,667	(157,447)	970,000	50%
Operation Result after Property Taxes Revenue	(202,009)	346,440	(46,110)	55,846	171,617	325,783	669,830	(344,047)	1,004,745	32%

Other NonOperating Rev (Exp)

Rancho Murieta Community Services District
Statement of Revenue and Expenses
Budget vs. Actual
For the Eight Months Ending Saturday, February 28, 2026

	Water	Wastewater	Drainage	Solid Waste	Security	Total	YTD Budget	Over(Under)	Annual Budget	% of Budget
Reserve Contribution										
Water Capital Impr Fees	14,499	20,189	-	-	553	35,242	52,558	(17,317)	78,837	45%
Water Augmentation Fees	49,766	-	-	-	-	49,766	75,400	(25,634)	113,100	44%
Water Cap Replacement Reserve	362,910	364,531	-	-	-	727,441	801,760	(74,318)	1,202,640	60%
Debt Service Fees	125,206	-	-	-	-	125,206	-	125,206	-	0%
Security Impact Fees	-	-	-	-	-	-	12,000	(12,000)	18,000	0%
Interest and Investment Earnings (Restr.)	132,517	101,102	-	-	6,720	240,339	268,208	(27,869)	402,312	60%
Total Reserve Revenue	684,897	485,823	-	-	7,273	1,177,993	1,209,926	(31,933)	1,814,889	65%
Developer Activities										
Developer Revenue	-	-	-	-	-	-	-	-	-	0%
Inspection Revenue	18,389	1,124	-	-	-	19,513	-	19,513	-	0%
Salary and Admin Revenue	-	-	-	-	-	-	-	-	-	0%
Consulting Expenses: Developer	-	-	-	-	-	-	-	-	-	0%
Consulting Expenses: FSA	-	-	-	-	-	-	-	-	-	0%
Net	18,389	1,124	-	-	-	19,513	-	19,513	-	0%
Contribution - Donated Infrastructure	1,340,110	905,061	1,160,791	-	-	3,405,961	-	3,405,961	-	0%
CIA Ditch Service Charges	-	-	-	-	-	-	-	-	-	0%
Salary and Admin Expenses	-	-	-	-	-	-	-	-	-	0%
Net	1,340,110	905,061	1,160,791	-	-	3,405,961	-	3,405,961	-	0%
Developer Income/Expenses	1,358,498	906,186	1,160,791	-	-	3,425,474	-	3,425,474	-	0%
Net Income (Loss)	1,841,386	1,738,449	1,114,680	55,846	178,890	4,929,251	1,879,756	3,049,495	2,819,634	175%

RANCHO MURIETA CSD - NEW
Statement of Revenue and Expenses
For the One Month Ending Saturday, February 28, 2026

	July	August	September	October	November	December	January	February	Total
Operation									
Operating Revenue									
Residential Fees	709,493	763,969	738,365	693,043	662,623	670,022	643,752	622,941	5,504,209
Commercial Fees	82,569	90,329	76,670	58,311	64,842	59,855	55,308	54,167	542,051
Late Fees & Penalties	11,025	10,232	9,899	11,930	11,651	9,818	8,872	7,808	81,234
Other Sales	743	743	1,321	743	571	818	743	2,030	7,715
Investment Earnings	37,253	37,239	35,732	33,613	33,998	36,565	(162,221)	5,769	57,947
Interest Income	12,901	11,981	9,966	9,971	9,913	8,768	7,316	6,808	77,623
Other Fees	800	860	270	-	850	920	1,065	730	5,495
Total Operating Revenue	854,784	915,353	872,223	807,611	784,448	786,767	554,836	700,252	6,276,273
Expenses									
Operating Expenses									
Salaries and Wages	184,509	150,607	168,282	147,879	173,585	91,234	175,845	218,112	1,310,054
Benefits, Taxes & Pension	55,416	30,996	48,564	46,596	51,481	46,461	37,841	53,117	370,470
Workers Compensation	9,418	9,418	9,418	9,418	9,418	9,418	9,418	9,418	75,343
Capacity Purchase	9,947	33,750	514	9,336	(53,547)	-	-	-	-
Chemical	23,104	-	11,306	32,361	127,938	23,479	12,393	3,749	234,331
Regulatory - Lab Testing	2,335	2,574	4,462	7,850	4,758	-	-	-	21,979
Tools & Supplies	21,670	12,460	16,047	19,605	47,241	20,362	12,733	(718)	149,400
Repairs & Maintenance	62,892	29,424	33,043	95,406	109,606	45,522	85,030	23,402	484,325
Uniform and Clothings	553	944	903	1,817	1,338	256	3,679	1,279	10,768
Training and Seminars	2,496	421	-	2,179	(173)	3,397	1,571	2,512	12,401
Small Equipment	-	236	6,257	2,117	4,432	1,471	209	1,187	15,909
License & Permits	345	13,273	21,149	-	(173)	-	48,206	6,891	89,691
Contractual Services	29,161	15,423	30,893	362,172	218,566	157,026	293,499	157,915	1,264,654
Rental/Lease expenses	-	-	-	2,544	4,370	(107)	-	-	6,807
Travel and Mileage	3,538	2,591	3,280	15,774	2,069	3,462	3,147	3,911	37,773
Software License/Support	8,406	11,121	1,260	20,557	(30,969)	(16,393)	15,876	5,940	15,799
HR & Recruitment	32	42	2,338	669	26	154	433	1,511	5,205
Memberships & Subscriptions	-	270	2,379	(385)	220	-	-	-	2,484
Utilities	21,158	1,471	4,760	25,533	76,263	57,385	25,723	31,144	243,436
Telecommunications	7,337	7,335	-	7,370	7,345	14,697	7,398	5,209	56,692
Office Supplies	268	219	290	181	(474)	266	319	481	1,549
Total Operating Expenses	442,585	322,574	365,145	808,977	753,319	458,090	733,320	525,060	4,409,069

RANCHO MURIETA CSD - NEW
Statement of Revenue and Expenses
For the One Month Ending Saturday, February 28, 2026

	July	August	September	October	November	December	January	February	Total
General and Administrative Expenses									
Salaries & Wages	28,134	48,643	71,544	65,541	46,918	133,998	53,389	106,628	554,794
Benefits, Taxes & Pension	46,526	48,400	59,610	54,442	53,253	66,787	51,424	59,187	439,629
Worker's Comp Insurance	5,478	5,478	5,478	5,478	5,478	5,478	5,478	5,478	43,824
Insurance	39,671	39,671	39,671	39,671	39,645	39,671	39,671	39,671	317,343
Community Communications	-	-	-	-	9,617	6,619	-	1,596	17,833
Repairs and Maintenance	-	-	-	2,000	17,803	9,445	2,199	900	32,347
Telecommunications	815	1,179	-	582	(408)	1,969	1,072	(1,960)	3,249
Software License/Support	4,597	4,342	3,044	2,445	42,200	43,514	583	9,819	110,544
Utilities	2,837	3,496	-	3,142	4,792	5,770	2,736	27	22,801
Membership and Subscriptions	224	-	794	-	13,781	-	-	-	14,799
Training and Seminars	-	-	-	-	655	47	-	-	701
Legal Fees	-	-	-	23,363	102,950	56,331	9,750	10,780	203,175
Consulting Fees	-	3,738	52,500	-	33,543	73,749	20,149	13,951	197,631
HR and Recruitment Fees	638	58	358	6,709	96	3,350	3,350	3,358	17,917
Travel and Mileage	-	759	2,308	1,222	694	-	-	500	5,483
Office supplies	916	2,105	2,065	18,946	880	565	591	651	26,718
Postage	156	-	16	176	14,090	1,563	-	577	16,578
Bank Analysis Fees	-	-	-	12	24	286	-	25	348
Board and Committee Meetings	-	265	-	-	-	278	778	2,245	3,567
Fines and Penalties	-	-	-	-	-	102	-	-	102
Employee events	-	-	-	-	-	665	-	-	665
Miscellaneous	-	-	5	15	-	-	-	-	20
CIA Ditch Maintenance & Operation:	-	-	-	-	-	178	396	-	574
Total General and Administrative Expenses	129,992	158,135	237,393	223,745	386,011	450,365	191,567	253,434	2,030,640
Total Expenses	572,576	480,709	602,537	1,032,722	1,139,330	908,455	924,886	778,493	6,439,709
Operation Result									
Less: Property Taxes Revenue	-	-	-	-	-	-	-	489,219	489,219
Operation Result after Property Taxes	282,208	434,644	269,685	(225,111)	(354,883)	(121,689)	(370,051)	410,978	325,783
Other NonOperating Revenue (Expenses)									
Reserve Contribution									
Water Capital Impr Fees	-	-	-	35,242	-	-	-	-	35,242
Water Augmentation Fees	-	-	-	49,766	-	-	-	-	49,766
Water Cap Replacement Reserve	87,247	93,240	91,968	99,715	78,345	79,556	99,044	98,326	727,441

RANCHO MURIETA CSD - NEW
Statement of Revenue and Expenses
For the One Month Ending Saturday, February 28, 2026

	July	August	September	October	November	December	January	February	Total
Debt Service Fees	15,768	15,765	15,439	15,765	15,674	15,729	15,607	15,460	125,206
Security Impact Fees	-	-	-	-	-	-	-	-	-
Interest and Investment Earnings (Re:	-	-	-	-	21,056	-	195,357	23,926	240,339
Total Reserve Revenue	103,015	109,005	107,407	200,487	115,075	95,284	310,008	137,712	1,177,993
Developer Activities									
Inspection Revenue	-	-	-	5,804	-	13,709	-	-	19,513
Net	-	-	-	5,804	-	13,709	-	-	19,513
Contribution - Donated Infrastructure	-	-	-	-	3,405,961	-	-	-	3,405,961
Net	-	-	-	-	3,405,961	-	-	-	3,405,961
Developer Income/Expenses	-	-	-	5,804	3,405,961	13,709	-	-	3,425,474
Net Income (Loss)	385,223	543,649	377,092	(18,819)	3,166,153	(12,695)	(60,042)	548,691	4,929,251

Rancho Murieta CSD				
Cash and Investments				
		<u>2/28/2026</u>	<u>Average</u>	
		<u>Balance</u>	<u>Yield</u>	
Banner - Money Market	\$	2,479,942	3.82%	
CAMP	\$	760,644	3.82%	
CA Class	\$	9,602,397	3.74%	
Total	\$	12,842,983		
			Transfer	Adjusted Bal.
Unrestricted	\$	2,479,942	\$ 2,500,000	\$ 4,979,942
Restricted	\$	10,363,041	\$(2,500,000)	\$ 7,863,041
	\$	<u>12,842,983</u>	\$ -	<u>\$ 12,842,983</u>
		<u>2/28/2025</u>		
		<u>Balance</u>		
Banner - Money Market	\$	5,221,702	4.60%	
CAMP	\$	729,089	4.51%	
CA Class	\$	9,210,513	4.41%	
Total	\$	15,161,304		
Unrestricted	\$	5,221,702		
Restricted	\$	9,939,602		

Summary of the Cash and Investment

- We had a total of \$12M at the end of February 2026 and \$15M a year ago February 2025. Banner is our operating account which is unrestricted. Then the CAMP and Class are considered restricted. Total unrestricted is then \$2.4 million as of end of February 2026 and restricted is \$10m approximately.
- Comparing the two years' ending February balances, the difference is probably the spending of CIP projects in the past fiscal year paid out from the Banner account, we need to shift some funding from the CAMP and CA Class investment accounts to compensate for the decrease in operating account.
- Per our District Operating Fund and Reserve Fund Policy, we are to maintain a target balance of six months of cash to fund District Expenditure. Six months of operating reserve based on the financials as of February 2026 should be approximately \$5M.
- To maintain the funding in the Banner account to approximately \$5m, we should transfer 2.5 million to the unrestricted (Banner) from CA Class. This would reduce the restricted accounts to 7.8 million. We will not know the actual amount until the audits are completed.
- The 7.8 million as compared to our net fixed asset of \$24M; it seems low considering the costs of capital items.

FY26-27 Budget Preparation Schedule

Dates	Task	Team Lead
Jan to Feb	Meetings with Units regarding budget needs	Cecilia
Feb	Develop Detailed Revenue and Expenses	Cecilia
end of Feb	Develop Projected Capital Improvement Plan	Operation Leaders
3/5/2026	Ad Hoc Committee and Review Preliminary Draft Budget and Reserve	Cecilia
3/12/2026	Evaluate Rate Increases Needed to cover Expenses & Reserve	Cecilia
3/16-3/17/26	Proposition 218 documents drafted	Cecilia/Amelia
3/18/2026	Board Consideration and Action on Proposition 218 documents	Board
3/31/2026	Proposition 218 Notices Mailed - 45 day window	Amelia
4/9/2026	Finance Committee Review of Draft 25-26 Operating Budget, Reserve Development, and CIP and corresponding rate discussions	Cecilia
5/14/2025	Finance Committee Final Review of 26-27 Operating Budget, Reserve Development, and CIP by Finance Committee	Cecilia
5/20/2026	All protests to Prop 218 Rate Increases Due	Amelia
5/20/2026	First Reading of Proposed 26-27 Rate increase Ordinance and presentation of Draft 26-27 Budget	Board
6/17/2026	Second Reading and action on Proposed Rate Increase notice and adoption of 26-27 Budget	Board

Projected Restricted Funds

Summary of Restricted Funds - Preliminary Unaudited Numbers

Fund	Policy	Restricted Fund	AUDITED	AUDITED	UNAUDITED				Source
			FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26(Projected)	
Sewer	2	Capital Improvement Reserve	91,044	262,411	494,569	694,165	737,445	757,634	Connection Fees - Developer
Drainage	2	Capital Improvement Reserve	329,208	329,921	340,410	351,044	351,044	351,044	Connection Fees - Developer
Water	2	Capital Improvement Reserve	-	26,733	46,529	106,255	149,534	164,033	Connection Fees - Developer
Security	2	Capital Improvement Reserve (negative)	(30,031)	(90,663)	(88,168)	(85,368)	(85,368)	(84,815)	
Water	1	Capital Replacement Reserve	2,102,698	2,351,051	2,807,807	3,267,940	3,787,251	4,332,832	Reserve Charge - Utility
Sewer	1	Capital Replacement Reserve	3,314,065	3,575,482	4,033,609	4,525,085	5,044,396	5,589,977	Reserve Charge - Utility
Security	1	Capital Replacement Reserve	-	-	-	-			Reserve Charge - Utility
Security		Security Impact Fee Reserve	45,622	67,469	82,757	106,754	134,906	138,506	Connection fees
Water	3	Water Augmentation Reserve	2,027,398	2,161,914	2,275,567	2,563,240	2,679,715	2,729,481	Connection Fees - Developer
			7,880,004	8,684,319	9,993,080	11,529,116	12,798,923	13,978,692	
All Funds		CIP spending - Estimated FY 23			(2,201,253)	(2,201,253)	(2,201,253)	(2,201,253)	
All Funds		CIP spending - Estimated FY 24				(2,540,075)	(2,540,075)	(2,540,075)	
All Funds		CIP spending - Estimated FY 25					(2,756,670)	(2,756,670)	
All Funds		CIP spending - Estimated FY 26						(1,262,500)	
		Remaining			7,791,828	6,787,788	5,300,925	5,218,194	

Draft Capital Improvement Projects – FY 26/27

		Water	Waste Wtr	Security		
	Fund					
Notes	100	200	250	500	Grand Total	Reserve Type
Go Access conversion				10,000	10,000	Security Impact Fees
Go Access hardware				20,000	20,000	Security Impact Fees
Radio Motorola				18,147	18,147	Security Impact Fees
Urban Water Mgmt Plan		500,000			500,000	Water Augmentation
A/C units - Admin buildings	25,000				25,000	Replacement
Office - add offices	50,000				50,000	Replacement
Great Plain converion to cloud	7,000				7,000	Replacement
Update NanoBeam/AirFiber Networking hardware on the roof of the admin building providing connectivity to WWTP			5,000		5,000	Replacement
Cameras for new construction WWTP and admin			23,000		23,000	Replacement
Computer Need to facilitate Windows 11	20,000				20,000	Replacement
Replace 2 F150 trucks		100,000			100,000	Replacement
Replace Chesbro Aeration Station		100,000			100,000	Replacement
Rebuild of 125HP pumps & valves at Granlee		30,000			30,000	Replacement
Security Gate 3 of them				20,700	20,700	Security Impact Fees
Vacall AJV1015 Combination Sewer Cleaner Truck			745,000		745,000	Replacement
Fire Hydrant Replacement			100,000		100,000	Replacement
Smart Meter Replacement (AMI)			200,000		200,000	Replacement
De La Cruz Storm Drain Improvements			160,000		160,000	Improvement
Utility Service Truck Body Equipment Upfit			25,000		25,000	Replacement
CMMS / Enterprise Asset Management System			80,000		80,000	Improvement
Replace remaining membranes that are 15+ years old		951,720			951,720	Replacement
New truck - Water Utility		75,000			75,000	Replacement
WTP cloud Scanda		200,000			200,000	Improvement
Rate Study: Developers, Utility and Reserve 5 yrs	30,000				30,000	Improvement
	132,000	1,956,720	1,338,000	68,847	3,495,567	

Projected remaining reserve after CIP spending

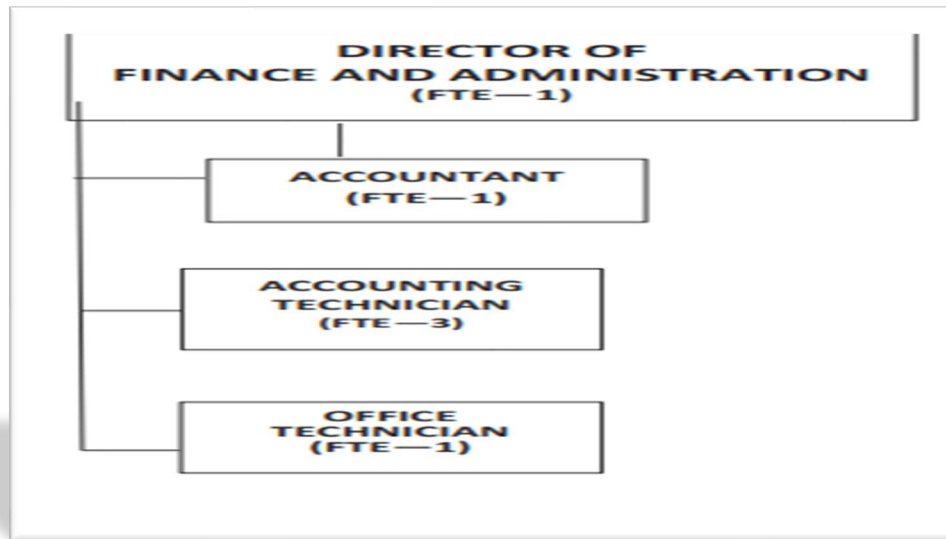
Projected Remaining Reserve Balance	5,218,194
Projected Budgeted Reserve FY 26/27	1,962,840
Beginning Bal 7.1.26	7,181,034
Capital Improvement Spending	
Security Impact Fees	68,847
Replacement	2,456,720
Water Augmentation	500,000
Improvement	470,000
	3,495,567
Remaining Balance	3,685,467

Notes

- Remaining balance of \$3.6 million is low
- We need to trim CIP projects
- The FY 26/27 budgeted reserve is \$1.9
- CIP spending should stay within \$1.5 to \$1.9

Accounting Department Structure – FY 26/27 Vs. FY 25/26

FY 25/26



Accountant FTE 1

This position currently

- spends 35% of his time processing monthly billing and other billing related tasks (escrow refunds, billing adjustments, billing questions from residents regarding billing issues, capture meter readings with operation). These tasks end at the end of the month when billing is completed.
- Fixed assets accounting
- Fire hydrant billings and refunds
- System overhaul changes eg. Adding Fund Module GP, Financial Statement, Fixed allocation

Accounting Technician FTE 3

FTE 1 – Donna and Hazel who are PT currently process payroll, benefits, workers comp injury, benefits payments and accounting reconciliations with payroll and benefits. Donna is no longer with us and leaving the accounting reconciliation tasks not done

FTE 2 – Utility Billing - responsible for daily inquiries with the customers, enter new meters and changes to the billing system, and perform collection tasks throughout the month

FTE 3 – Accounts payable functions and back up for the front desk.

Office Technician – FTE 1 – daily cash receipt posting, mail collection and sorting and daily inquiries with customers and others

FY 26/27

1. Asking for another Accountant FTE #2

Many tasks listed below were not completed in the past 5-8 years and will be shared with Accountant FTE #1. This position will start in the Fall of 2026 or Spring of 2027 preferably after the completion of all audits. Current budget was budgeted for the full 12 months

- Bank reconciliations (4 bank accounts) – needs to be done weekly
- Fire hydrant billing Review and related refunds processing
- Monthly Balance Sheet reconciliations
- Developers' Billings and Related Accounting
- Bond Accounting
- CIA ditch billing
- Monthly utility billing analysis and review
- Fixed Asset Reconciliation
- Payroll and Benefits Reconciliation that was previously done by Donna
- Reserve Funds Monthly Reconciliation
- Income Statement Analysis
- OPEB reporting
- System conversion to another software eg. Tyler, Asteria and Caselle
- External reporting to Government, Bond, and other agencies
- Due to/from Reconciliation – monthly
- Audit workpaper preparation

2. Changing the AP position to staff accountant

In addition to the normal AP activities, these tasks will be added

- Credit card month end reconciliation
- Miscellaneous deposit
- Daily cash receipt reconciliation to the bank – daily/weekly
- 1099 process
- Month End Accrual
- Fire Hydrant Meter Billing

Chief Plant Operator - Staff Report

Date: April 15, 2026
 To: Board of Directors
 From: Travis Bohannon, Chief Plant Operator
 Subject: April 2026 Operations Report

WATER:

Water Treatment Facility

March 2026 Drinking Water Production Data (in gallons)

	Plant 1	Plant 2
<u>Totals</u>	38,666,000	0

Water Consumption

As of March 31, 2026, the total potable water production for 2026 is 86.997 million gallons or 267.08 acre-ft.

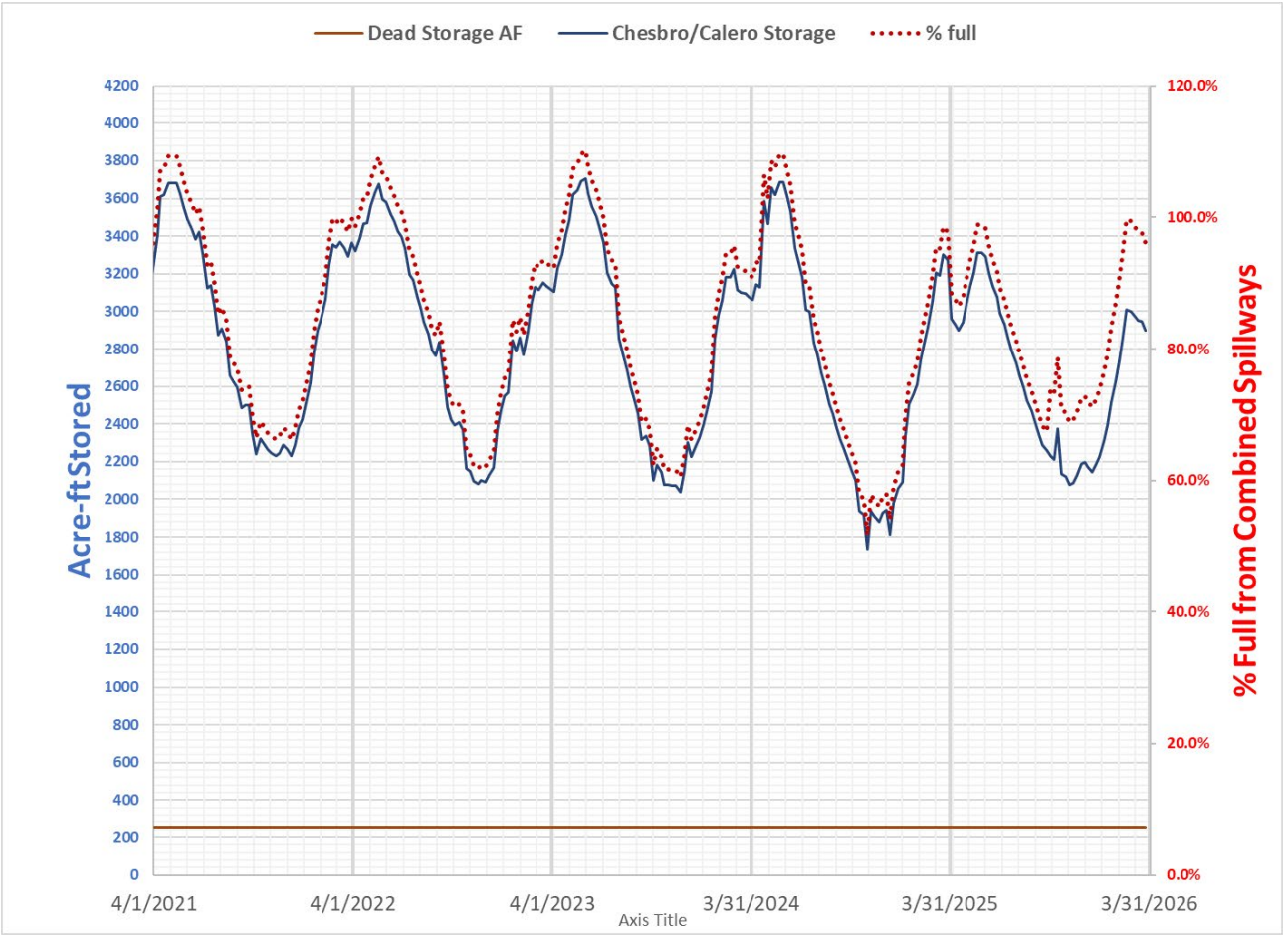
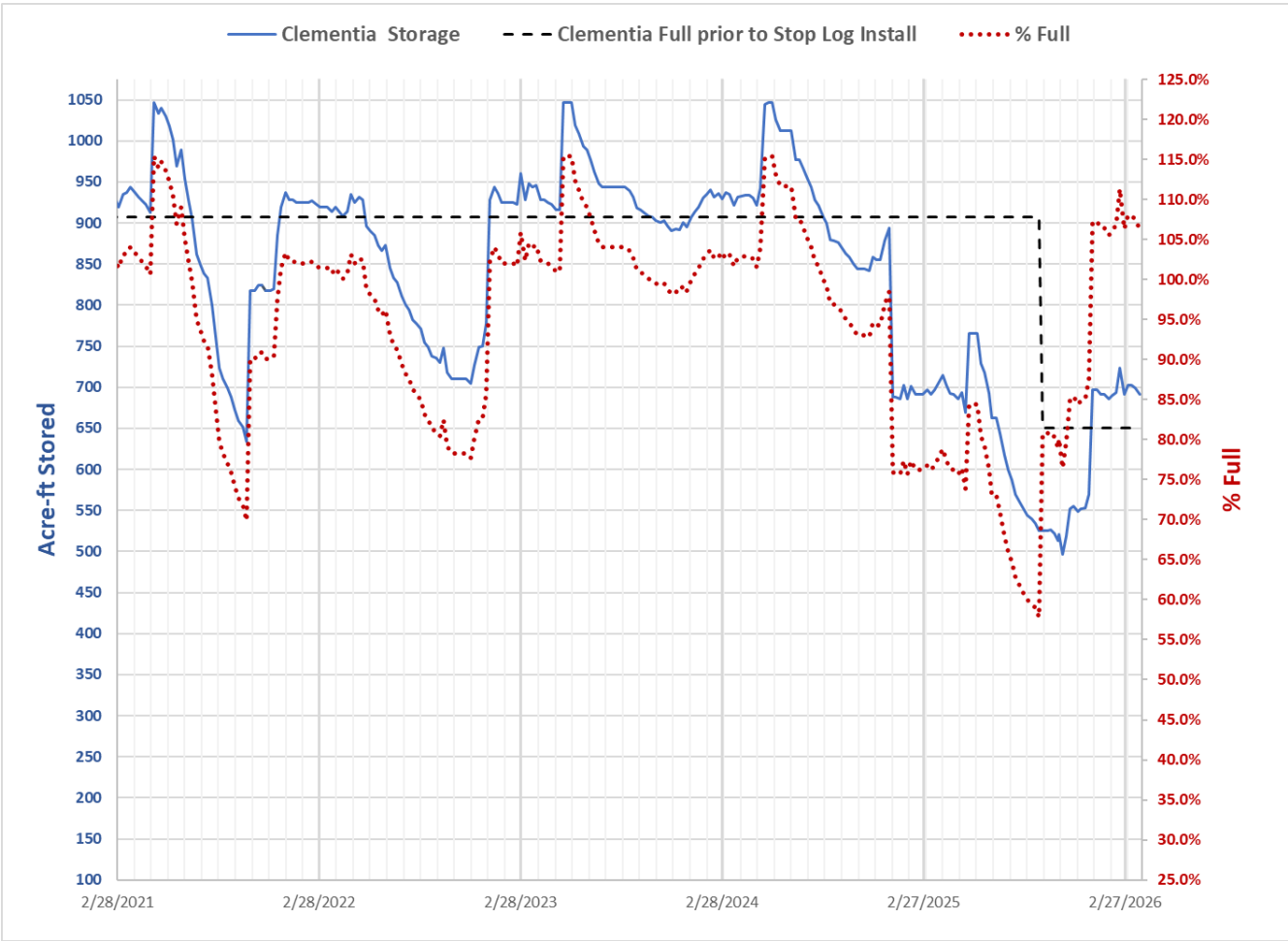
Water plant 2 is offline to do annual maintenance. We are currently producing about 1.45 MGD to meet daily demand.

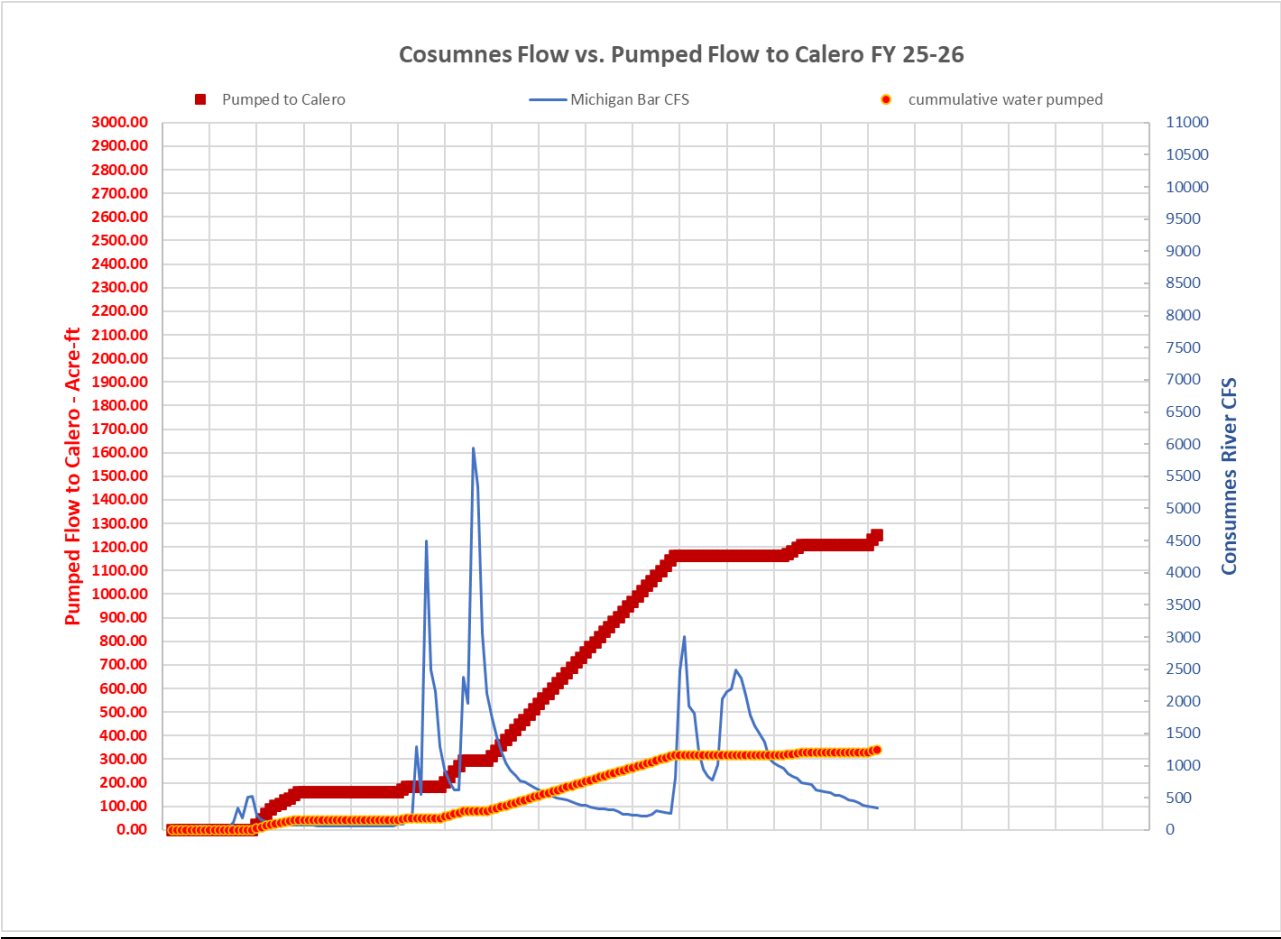
Raw Water Storage & Delivery

Granlees Pump Station: Total water pumped from Granlees this pumping season as of March 31, is 407.2 MG or 1250.1 AF. We will be installing the boards into the lake spillways on April 15th to be able to add more water into the lakes.

Table 1. Current water and wastewater storage as of March 31, 2026

	acre-ft	acre-ft full	MGal	MG at Full	%full
Clementia Storage	690.9	690.9	211.7	211.7	100%
Chesbro Storage	948.8	948.8	309.1	309.1	100%
Calero Storage	2069.0	2069.0	674.1	674.1	100%
Total Raw Water Available for Potable Treatment	3017.8	3017.8	983.2	983.2	100%
Total of all Raw Water Reservoirs	3692.1	3667.7	1202.7	1194.9	100%
Wastewater Storage Reservoir available for production	582.2	781.4	189.7	254.6	74.5%





FY25-26 Capital Improvement Plan Annual Tracker

Project Description	Budgeted Amount of Project	Total Current Cost of Project	Project Status
Water Projects			
SCADA Server Replacement	\$252,000.00	\$252,000.00	100.00%
Totals	\$252,000.00	\$252,000.00	100.00%
Waste Water Projects			
WWRP Hypochlorite Conversion	\$2,402,558.00	\$2,382,558.00	99.17%
Totals	\$2,402,558.00	\$2,382,558.00	99.17%

WASTEWATER:

Wastewater Facility

The wastewater facility is now online and producing reclaim water for the golf course. We are currently producing about 1.0 MGD. The average daily inflow to the plant for the month of March 2026 was .413 MGD.

UTILITY REPORT:

Utilities activities March 2026							
	Reported Issues	Water Leak or Sewer Overflow	Repair or Installed New	Maintenance	District Responsibility	Homeowner Responsibility	Notes
Water Distribution	18		4		2	5	
Water Meter Issues	80			Repair and replace meter and endpoint			
Sewer Collections				Replaced 2 saddles one on the 4" and one on the 10" force main and replace 2 valves and blow off for the 6B force main		7457 Sobon Ln - Ran camera in sewer clean out to make sure that it was still intact and not leaking or backing up	Jetted sewer line 3,133ft
Drainage System				Zone 2 cut vegetation			Cal fire continued work on the CIA ditch and they did burn piles
Miscellaneous, USA North Work orders Front Office	15			15			
Distribution Flushing & Valve Exercising	Valve Exercised 1	blow off Flushed 3	Hydrant Flushed 10				

Note: The district is starting to experience more severe water main breaks this year. I have been following this trend due to the aging infrastructure.

Development Updates on Number of Connections The number of water connections is 2938.

Riverview-140 total lots

Residences East and West- 198 total lots.

We are about to launch our search for a General Manager and a Director of Operations. It is time to address our Temporary Organizational Chart in preparation for changes in Departments and Job Descriptions

The changes and updates on the Chart will provide us with a Plan to go forward in an organized and cost-effective approach to the functioning of the District.

1. **Finance and Admin Dept.**-This department description has not provided a workable approach to either Dept. The Finance Dept. should stand alone to provide the necessary and extremely important financial functions of the District. Managing the department correctly is demanding and requires the complete attention of a highly trained Accounting Professional. Currently, most administrative tasks are being performed by the Interim General Manager. Separating these two Depts. will require some minor changes to the District **Director of Finance** Job Description. These changes have been discussed with the Director of Finance (Cecilia Min) and the Personnel Committee and then given to HR to Go for final approval. These steps have been completed. Currently the Interim General Manager has been performing Administrative Manager duties and will continue to do so. The **Manager of Administrative Services/Clerk of the Board** Job Description is addressed in item # 2
2. **District Secretary/Clerk of the Board** will be combined into one set of Job duties under the title of **Manager of Administrative Services/Clerk of the Board.**
 - a. Prior to the existing situation we have not had a dedicated Administration Manager. This Department was considered a part of the Finance Dept. As presented previously these two departments should be separated. Workload is enormous for both positions and job responsibilities rarely, if ever, overlap.
 - b. **The position of District Secretary/Clerk of the Board** – was previously held by Amelia Wilder. In this position Ms. Wilder grew into our District historian, provider of information at a moment's notice, addressing and providing any and all information requested by District/Board and willingly taking on any task and completing it. She regularly performed tasks not in her job description because they needed to

be done. She has a keen ability to assess needs and multitask. Her dedication and commitment to this District is exceptional. When asked to fill the position of Interim General Manager she accepted the challenge. And challenge it has been and would be for most.

In an attempt to relieve Ms. Wilder of some duties and responsibilities while she was IGM, a temporary position for District Secretary/Clerk of the Board was hired. Dyanne Fleet has done an admirable job in this position. She also took on tasks not in her job description including cleaning up the RMCSO offices. Because of her our offices are cleaner, better organized and more pleasurable to work in.

However...we have reached the point where decisions have to be made regarding restructuring and our Organizational Chart. The restructuring should reflect the current needs of the district. A new organizational chart based on the hiring of a new GM and a Director of Operations and updated job descriptions must be addressed.

Recommendations: A position entitled **Manager of Administrative Services/ Clerk of the Board** would encompass all aspects of Ms. Wilder's position and the District's need to expand that position description. A more comprehensive and extensive role is required for the present and future of the District. The new title would expand the responsibilities and revise the job title. The new position description will encompass all three (3) previous positions and eliminate the need for two separate positions. We would suggest a compensation increase of 1.5 % over her pre-Interim GM compensation. The elimination of the current temporary position of District Secretary/Clerk of the Board would more than cover the increase. Benefits will remain the same. Ms. Wilder will play a vital role in assisting our new GM as he/she begins the job of Directing the District. The Manager of Admin Services/Clerk of the Board will be supervised by the GM.

3. Director of Operations – Review New **Director** Job Description:

a. Changes and clarifications made to the Job Description and given to HR to Go **Both the GM search and the Director of Operations search have been given to Peckham and McKenny Executive Search Co.** The Temporary org. chart reflects the existing and future structure of the Department. **UPON HIRE**

4. Security Supervisor – Org. Chart Structure remains the same. The Security Committee will be working on cost-cutting approaches and plans for needed projects for the community. **Current. GM Supervision**

5. IT- Andy Lee- will be supervised by The GM. **UPON HIRE OF GM.**

MEMORANDUM

Date: April 2, 2026
To: Personnel Committee
From: Amelia Wilder, Interim General Manager
Subject: Adopt General Manager Salary Range Proposed by HR to GO

Proposed Action

Staff recommend approving the General Manager Salary Range Proposed by HR to GO.

Background

After speaking with Carl Cahill, Peckham and Associates, recruiting firm for General Manager and Director of Operations, he recommended that the District update the General Manager’s salary range to offer the most updated information to protentional candidates during the recruitment process. This will likely attract more qualified candidates for the position. Since a Salary Survey was recently performed by HR to GO, Staff recommend approving the General Manager Salary Range:

2025 Salary Survey

Wage Survey for Rancho Murrieta CSD Unrepresented Positions

Total Annual Compensation

	Low (25 th Percentile)	Median (50 th Percentile)	High (75 th Percentile)	Average
Chief Plant Operator	\$117,645	\$119,931	\$147,731	\$128,436
Director of Finance and Administration	\$153,972	\$193,505	\$193,928	\$180,468
Director of Operations	\$150,546	\$168,016	\$185,187	\$167,916
District Secretary	\$81,537	\$89,341	\$97,144	\$89,341
Utilities Supervisor	\$99,318	\$119,569	\$125,772	\$122,674
Security Sergeant	\$56,808	\$62,640	\$69,048	\$62,498
General Manager	\$213,344	\$229,106	\$263,638	\$235,363
IT Manager	\$123,713	\$139,448	\$152,043	\$136,813
Security Supervisor	\$99,438	\$111,788	\$123,382	\$111,536

The chart above includes the recommendations of HR to GO and offers an annual range of \$213,344 to \$263,638.

Conclusion

Due to the desire to attract the most qualified candidates to apply for the General Manager role, Staff recommend approving the General Manager Salary Range Proposed by HR to GO with an annual range of \$213,344 to \$263,638.

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

**ADMINISTRATION MANAGER OF ADMINISTRATIVE SERVICES /CLERK OF
THE BOARD**

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DEPARTMENT: ADMINISTRATION

FLSA OVERTIME STATUS: EXEMPT

BARGAINING UNIT: N/A

APPROVED BY BOARD OF DIRECTORS – TBD

SUMMARY

Under general direction of the General Manager and Board President, the Manager of Administrative Services/Clerk of the Board plans, organizes, directs, and reviews the District’s administrative services functions, including Human Resources, Board governance, policy administration, regulatory compliance, risk management, and customer service.

As a key member of the executive leadership team, this position provides strategic direction and oversight to ensure organizational effectiveness, workforce excellence, regulatory compliance, and high-quality service delivery. The Director Manager serves as a trusted advisor to the General Manager and Board of Directors on administrative, human resources, and organizational matters.

This position oversees the administration of District programs; coordinates activities with federal, state, and local agencies and community organizations; and supports the Board of Directors and General Manager in fostering effective intergovernmental and community relationships. The Director Manager performs a wide range of complex, confidential, and high-level administrative duties, exercising independent judgment and discretion on matters of significant impact.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the General Manager and Board President.
~~Exercises indirect supervision over management, supervisory, professional, and support staff.~~

ESSENTIAL DUTIES AND RESPONSIBILITIES

Executive Leadership & Organizational Strategy

- Participates in executive leadership to help develop and implement District-wide strategic goals, policies, and initiatives.
- Advises the General Manager and Board of Directors on administrative, organizational, and workforce-related matters.
- Assists in implementation of Board policies, programs, and operational priorities.
- May assume responsibilities of the General Manager in their absence, as assigned.
- Evaluates administrative practices and recommends improvements to increase efficiency and effectiveness.
- ~~Leads organizational planning, workforce development, and succession planning efforts.~~

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Human Resources ~~Assistance~~ Management (Core Function)

- ~~Directs all Human Resources programs, including recruitment, selection, onboarding, classification and compensation, employee relations, labor relations, and performance management.~~
- ~~Oversees negotiation, administration, and interpretation of labor agreements.~~
- ~~Ensure compliance with federal and state employment laws, including FLSA, FMLA, ADA, and California labor regulations.~~
- ~~Develop and implement HR policies, procedures, and best practices.~~
- ~~Oversees benefits administration, employee wellness programs, and retirement coordination (e.g., CalPERS).~~
- ~~Leads investigations, disciplinary actions, and conflict resolution processes.~~
- ~~Promotes a positive organizational culture, employee engagement, and professional development.~~
- ~~_____~~
- ~~_____~~
- ~~Liaison with Human Resource Consults as directed by the General Manager~~
- ~~Prepare and implement Injury/Illness Prevention Program management and training~~

Board Governance & Policy Administration

- Oversees Board operations, including agenda preparation, staff reports, and meeting coordination.
- Ensures compliance with the Brown Act, Public Records Act, and Political Reform Act.
- Prepares and oversees Proposition 218 notices and related processes.
- Develops, updates, and manages District policies, ordinances, and resolutions in coordination with legal counsel.
- Responds to information requests from Board members, staff, and the public in accordance with District policies.
- Manages District election processes in coordination with Sacramento County.

- Oversees filing of Statements of Economic Interests (Form 700) and related compliance documentation.
-

Regulatory Compliance & Risk Management

- Works with Department Managers to Ensures District compliance with applicable laws, regulations, and reporting requirements.
 - Oversee risk management programs, safety initiatives, and liability claims.
 - Coordinates audits, compliance reviews, and investigations.
 - Provides confidential administrative and technical support services District-wide, including public information and communications.
-

Administrative Services Oversight

- Directs administrative functions including records management, and document control, and office operations.
 - ~~Oversees customer service operations and front desk functions.~~
 - ~~Implements process improvements and technology solutions to enhance efficiency.~~
 - Reviews and approves administrative transactions, including vendor payments.
 - ~~Oversees day to day administrative coordination across departments.~~
 - Provides support to staff and leads special projects as assigned.
-

Public Engagement & Intergovernmental Relations

- Oversees public information, communication strategies, and community outreach efforts to include management of website and social media.
 - ~~Represents the District with governmental agencies, regional partners, and community organizations.~~
 - ~~Responds to complex and sensitive public inquiries and issues.~~
 - Builds and maintains relationships with residents, ratepayers, businesses, and stakeholders.
-

Program & Project Management

- Leads major initiatives such as rate studies, Prop 218 processes, and strategic planning efforts.
- Coordinates consultants, legal counsel, and technical experts.
- Manages FEMA-related projects and reimbursement processes.

- Conduct studies and evaluations to improve District programs and services.
- ~~Monitors performance metrics and implement continuous improvement strategies.~~
- Maintains required authorizations (e.g., CORI with DOJ).

QUALIFICATION REQUIREMENTS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Knowledge of:

- ~~Principles and practices of public administration and human resources management~~
- ~~Federal and California employment laws and labor relations~~
- Brown Act, Public Records Act, Political Reform Act
- Operations of special districts and public utilities
- Organizational development, workforce planning, and compensation practices
- Risk management and regulatory compliance
- Records Management

Ability to:

- Provide executive-level leadership and organizational direction
- Manage complex HR programs and labor relations issues
- Interpret and apply laws, policies, and labor agreements
- Communicate effectively with elected officials, staff, and the public
- Exercise sound judgment, discretion, and political acumen
- Lead organizational change and foster a positive workplace culture

EDUCATION AND EXPERIENCE

Education:

Bachelor’s degree in Public Administration, Business Administration, Human Resources, or a related field. ~~A Master’s degree is highly desirable.~~

Experience:

~~Seven-Five (75)~~ to ~~ten-seven (107)~~ years of progressively responsible administrative and/or human resources experience in a public agency or utility, including at least three (~~31~~) years in a management role. Experience in a unionized environment is highly desirable.

LICENSES AND CERTIFICATIONS: Possession of the category of California Driver's license required by the State Department of Motor Vehicles to perform the essential duties of the

position. Continued maintenance of a valid driver's license, insurability, and compliance with established District vehicle operation standards are a condition of continuing employment. Obtain appointment as a Notary Public for the State of California within six months of appointment to the position.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stoop, kneel, crouch, or crawl. The employee frequently is required to stand, walk, sit, and climb or balance. The employee is occasionally required to use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; talk or hear; and taste or smell.

Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

The employee must occasionally lift and/or move up to 25 pounds.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Work is performed in an office environment with frequent public interaction and attendance at evening Board meetings. The position requires managing multiple priorities in a fast-paced, high-visibility environment.

The noise level in the work environment is usually quiet.

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

MANAGER OF ADMINISTRATIVE SERVICES /CLERK OF THE BOARD

DEPARTMENT: ADMINISTRATION

FLSA OVERTIME STATUS: EXEMPT

BARGAINING UNIT: N/A

APPROVED BY BOARD OF DIRECTORS – TBD

SUMMARY

Under general direction of the General Manager and Board President, the Manager of Administrative Services/Clerk of the Board plans, organizes, directs, and reviews the District's administrative services functions, including Human Resources, Board governance, policy administration, regulatory compliance, risk management, and customer service.

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This position oversees the administration of District programs; coordinates activities with federal, state, and local agencies and community organizations; and supports the Board of Directors and General Manager in fostering effective intergovernmental and community relationships. The Manager performs a wide range of complex, confidential, and high-level administrative duties, exercising independent judgment and discretion on matters of significant impact.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the General Manager and Board President.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Executive Leadership & Organizational Strategy

- Participates in executive leadership to help develop and implement District-wide strategic goals, policies, and initiatives.

- Advises the General Manager and Board of Directors on administrative, organizational, and workforce-related matters.
 - Assists in implementation of Board policies, programs, and operational priorities.
 - May assume responsibilities of the General Manager in their absence, as assigned.
 - Evaluates administrative practices and recommends improvements to increase efficiency and effectiveness.
 - .
-

Human Resource Assistance

- -
 -
 - Liaison with Human Resource Consults as directed by the General Manager
 - Prepare and implement Injury/Illness Prevention Program management and training
-

Board Governance & Policy Administration

- Oversees Board operations, including agenda preparation, staff reports, and meeting coordination.
 - Ensures compliance with the Brown Act, Public Records Act, and Political Reform Act.
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-

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- Oversees public information, communication strategies, and community outreach efforts to include management of website and social media.
 -
 - Builds and maintains relationships with residents, ratepayers, businesses, and stakeholders.
-

Program & Project Management

- Leads major initiatives such as rate studies, Prop 218 processes,
 - Coordinates consultants, legal counsel, and technical experts.
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 - Conduct studies and evaluations to improve District programs and services.
 - Maintains required authorizations (e.g., CORI with DOJ).
-

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Knowledge of:

- Brown Act, Public Records Act, Political Reform Act
- Operations of special districts and public utilities
- Organizational development, workforce planning, and compensation practices
- Risk management and regulatory compliance
- Records Management

Ability to:

- Provide executive-level leadership and organizational direction
- Manage complex HR programs and labor relations issues
- Interpret and apply laws, policies, and labor agreements

- Communicate effectively with elected officials, staff, and the public
 - Exercise sound judgment, discretion, and political acumen
 - Lead organizational change and foster a positive workplace culture
-

EDUCATION AND EXPERIENCE

Education:

Bachelor's degree in Public Administration, Business Administration, Human Resources, or a related field.

Experience:

Five (5) to seven (7) years of progressively responsible administrative and/or human resources experience in a public agency or utility, including at least three (1) year in a management role. Experience in a unionized environment is highly desirable.

LICENSES AND CERTIFICATIONS: Possession of the category of California Driver's license required by the State Department of Motor Vehicles to perform the essential duties of the position. Continued maintenance of a valid driver's license, insurability, and compliance with established District vehicle operation standards are a condition of continuing employment. Obtain appointment as a Notary Public for the State of California within six months of appointment to the position.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stoop, kneel, crouch, or crawl. The employee frequently is required to stand, walk, sit, and climb or balance. The employee is occasionally required to use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; talk or hear; and taste or smell.

Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

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The noise level in the work environment is usually quiet.

DRAFT

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

DIRECTOR OF OPERATIONS

DEPARTMENT: WATER/WASTEWATER/DRAINAGE

FLSA OVERTIME STATUS: EXEMPT

BARGAINING UNIT: N/A

APPROVED BY BOARD OF DIRECTORS - 2/18/2026TBD

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Position Title: Director of Operations

Reports To: General Manager

Reporting to the General Manager, the Director of Operations is responsible for maintaining consistent and superior customer service to the residents of the District. He or she will plan for and manage the diversion, storage and delivery of reliable and safe high-quality water. The Director manages the day-to-day work of subordinate managers and supervisors. Ongoing coordination with both plant and field operations is required to successfully manage this department. The District expects the Director of Operations to be highly knowledgeable in its treatment plants and in the field. The District believes that "hands on" management is critical to success in this key District role.

EXECUTIVE LEVEL RESPONSIBILITIES:

- Provides required counsel and advice to the Board of Directors and General Manager in all water, sewer and drainage matters
- Assures compliance with State and Federal codes, ordinances and regulations
- Insures accurate and timely reporting to state agencies
- Coordinates key projects with state and county agencies
- Assists in the preparation of federal and state grants
- Guides preparation of an initial and ongoing Urban Water Management Plan required by the State
- Represents the District to outside agencies and organizations
- Directly supervises the Chief Plant Operator and Utilities Supervisor in all above and below ground projects. Evaluates performance and conducts periodic reviews
- Recommends, coordinates and assists in the preparation of annual operations budgets
- Develops and administers goals objectives and operating policies for the operations department
- Contributes to strategic planning for the District as required
- Presents monthly status reports to the Board of Directors
- Tracks and reports on yearly and monthly budget vs actual progress

- Prepares and administers contracts for services, infrastructure and parts

ESSENTIAL DUTIES: WATER TREATMENT, WASTEWATER TREATMENT AND FIELD OPERATIONS:

- Maintains and is the authority on District Water Rights permits
- Supervises the operation of two District potable water treatment plants
- Recommends infrastructure upgrades to ensure continuing safety, delivery and quality of District water and wastewater.
- Continually monitors District water and wastewater quality.
- Directs and reviews water testing to ensure the safety and quality of the Districts water supply.
- Ensures environmental compliance with current and newly issued directives of the State of California Division of Water Quality.
- Reviews and submits required monthly and annual water treatment reports to the General Manager
- Reviews and submits all required potable water reports to the State Water Resources Control Board.
- Establishes priorities for water and wastewater treatment infrastructure projects and repairs
- Supervises the timely and systematic maintenance of all water treatment infrastructure.
- Is responsible for efficient operation of District's above ground water storage tanks.
- Oversees District's earthen dams, levees and lift stations. Maintains inspection schedules and compliance with State regulations.
- Coordinates with operations staff to approve, purchase and maintain sufficient spare parts and supplies.
- Prepares monthly reports for the General Manager and updates the Board of Directors at its monthly meeting
- Manages the District's agreement to operate the CIA Ditch. Coordinates with staff to manage maintenance and partner billing of repairs.
- Is abreast of new and existing technologies and recommends systems and applications to better manage district water operations.

- Develops and administers District safety codes and preventive maintenance

QUALIFICATIONS:

- Strong leadership, interpersonal, communicative and problem-solving skills developed in a continuing career of growth and experience
- Demonstrable knowledge of water policy, wastewater treatment policy, trends and advancements
- Strong skills in information technology and its use at the executive level
- Knowledge of state regulators and policies related to water treatment, wastewater treatment and storm water operations (MS4).

Minimum Qualifications

EDUCATION:

Education: Equivalent to graduation from college with a degree in civil/environmental engineering, public/business administration, chemistry, natural sciences or related field required. (Additional qualifying experience may be substituted for the required education on a year-for-year basis.)

Master's degree in science, engineering, or business is highly desirable.

Registration with the State of California as a Professional Engineer is highly desirable.

EXPERIENCE:

Five (5) years effective Water and Wastewater utility administration experience including supervision, budget preparation, personnel management, operations and maintenance analysis, and analytical report preparation including four (4) years in a supervisory or management capacity.

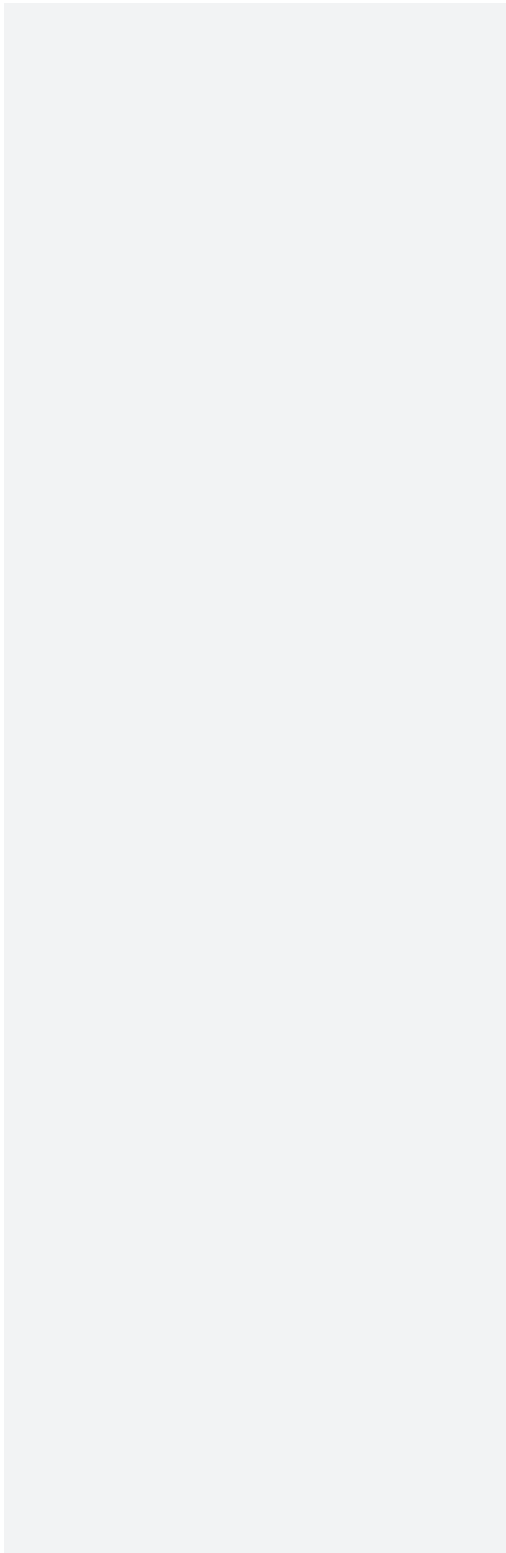
LICENSES AND/OR CERTIFICATES:

Possession of the category of a current California Driver's license required by the State Department of Motor Vehicles to perform the essential duties of the position. Continued maintenance of a valid driver's license, insurability, and compliance with established District vehicle operation standards are conditions of continuing employment.

Preferred: Possession and maintenance of a Grade 4 Wastewater Plant Operator's Certificate of Competence issued by the California State Water Resources Control Board ~~within 18 months of entering this position is required~~, and Possession and maintenance of a Grade 3 Water Treatment Operator's Certificate ~~required by the California Department of Health Services within 18 months of entering this position is required~~.

|
| Preferred: Possession and maintenance of a Grade 1 Collection System Maintenance Certificate issued by either the CWEA or AWWA.

DRAFT



RANCHO MURIETA COMMUNITY SERVICES DISTRICT

DIRECTOR OF OPERATIONS

DEPARTMENT: WATER/WASTEWATER/DRAINAGE

FLSA OVERTIME STATUS: EXEMPT

BARGAINING UNIT: N/A

APPROVED BY BOARD OF DIRECTORS - 2/18/2026TBD

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Position Title: Director of Operations

Reports To: General Manager

Reporting to the General Manager, the Director of Operations is responsible for maintaining consistent and superior customer service to the residents of the District. He or she will plan for and manage the diversion, storage and delivery of reliable and safe high-quality water. The Director manages the day-to-day work of subordinate managers and supervisors. Ongoing coordination with both plant and field operations is required to successfully manage this department. The District expects the Director of Operations to be highly knowledgeable in its treatment plants and in the field. The District believes that "hands on" management is critical to success in this key District role.

EXECUTIVE LEVEL RESPONSIBILITIES:

- Provides required counsel and advice to the Board of Directors and General Manager in all water, sewer and drainage matters
- Assures compliance with State and Federal codes, ordinances and regulations
- Insures accurate and timely reporting to state agencies
- Coordinates key projects with state and county agencies
- Assists in the preparation of federal and state grants
- Guides preparation of an initial and ongoing Urban Water Management Plan required by the State
- Represents the District to outside agencies and organizations
- Directly supervises the Chief Plant Operator and Utilities Supervisor in all above and below ground projects. Evaluates performance and conducts periodic reviews
- Recommends, coordinates and assists in the preparation of annual operations budgets
- Develops and administers goals objectives and operating policies for the operations department
- Contributes to strategic planning for the District as required
- Presents monthly status reports to the Board of Directors
- Tracks and reports on yearly and monthly budget vs actual progress

- Prepares and administers contracts for services, infrastructure and parts

ESSENTIAL DUTIES: WATER TREATMENT, WASTEWATER TREATMENT AND FIELD OPERATIONS:

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QUALIFICATIONS:

- Strong leadership, interpersonal, communicative and problem-solving skills developed in a continuing career of growth and experience
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- Knowledge of state regulators and policies related to water treatment, wastewater treatment and storm water operations (MS4).

Minimum Qualifications

EDUCATION:

Education: Equivalent to graduation from college with a degree in civil/environmental engineering, public/business administration, chemistry, natural sciences or related field required. (Additional qualifying experience may be substituted for the required education on a year-for-year basis.)

Master's degree in science, engineering, or business is highly desirable.

Registration with the State of California as a Professional Engineer is highly desirable.

EXPERIENCE:

Five (5) years effective Water and Wastewater utility administration experience including supervision, budget preparation, personnel management, operations and maintenance analysis, and analytical report preparation including four (4) years in a supervisory or management capacity.

LICENSES AND/OR CERTIFICATES:

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DRAFT

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

DIRECTOR OF OPERATIONS

DEPARTMENT: WATER/WASTEWATER/DRAINAGE

FLSA OVERTIME STATUS: EXEMPT

BARGAINING UNIT: N/A

APPROVED BY BOARD OF DIRECTORS – TBD

Position Title: Director of Operations

Reports To: General Manager

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- Assists in the preparation of federal and state grants
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- Recommends, coordinates and assists in the preparation of annual operations budgets
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Master's degree in science, engineering, or business is highly desirable.

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LICENSES AND/OR CERTIFICATES:

Possession of the category of a current California Driver's license required by the State Department of Motor Vehicles to perform the essential duties of the position. Continued maintenance of a valid driver's license, insurability, and compliance with established District vehicle operation standards are conditions of continuing employment.

Expected: Possession and maintenance of a Grade 4 Wastewater Plant Operator's Certificate of Competence issued by the California State Water Resources Control Board within 24 months of entering this position is required, and Possession and maintenance of a Grade 3 Water Treatment Operator's Certificate.

Must Have: Possession and maintenance of a Grade 1 Collection System Maintenance Certificate issued by either the CWEA or AWWA.

Proposed Budget FY 26/27

	Security
	500
Revenue	
Operation Revenue	1,646,184
Revenue Total	1,646,184
Expenses	
Operating Expenses	1,344,029
G&A Allocation	508,947
Expenses Total	1,852,976
Operating Result Before Property Taxes and Reserve (Income/Loss)	206,792

BUDGET FY26/27 – SECURITY(500)

	Security	FY 26	FY 26	Proj. vs. FY
	500	Budget	Projected	27 Budget
				Changes
Revenue				
Operation Revenue	1,646,184	1,730,156	1,643,492	2,692
Revenue Total	1,646,184	1,730,156	1,643,492	2,692
Expenses				
Operating Expenses	1,344,029	1,423,298	1,016,614	327,415
G&A Allocation	508,947	321,503	402,738	106,209
Expenses Total	1,852,976	1,744,800	1,419,352	433,624
Net Income/Loss	206,792	14,645	224,140	

FY27					FY27 Total	Grand Total		
Row Labels	(blank)	Supervision	Gate	Patrol			Notes	% of total budget
Operation Revenue								
Residential Fees	(1,376,208)				(1,376,208)	(1,376,208)		
Commercial Fees	(243,996)				(243,996)	(243,996)		
Late Fees	(16,200)				(16,200)	(16,200)		
Interest Income	(9,780)				(9,780)	(9,780)		
Operation Revenue Total	(1,620,204)	(25,980)			(1,646,184)	(1,646,184)		
Operating Expenses								
Salaries		96,864	542,802	250,248	889,914	889,914		
Salaries - Overtime			28,560	13,164	41,724	41,724		
Payroll Taxes		1,296	20,544	8,172	30,012	30,012		
Employee Benefits - Health, vision, dental, life insurance		50,732	164,052	100,140	314,924	314,924	1,276,574	95%
License & Permits		2,776			2,776	2,776	Radio fees with Sac County	
Office Supplies		5,108	480	684	6,272	6,272	based on past spending with 3% inc	
Repairs and Maintenance - Building/Ground			12,000		12,000	12,000	Gate Repairs	
Repairs and Maintenance - Vehicle				3,000	3,000	3,000	Repairs on Patrol's cars	
Software License/IT Support		16,200			16,200	16,200	Go Access/ABDI monthly fees	
Telecommunications		7,356			7,356	7,356	Wireless & Cell phone stipends	
Training and Seminars				3,000	3,000	3,000	CPr, Battan, Guard Car training	
Travel and Mileage		1,956			1,956	1,956	Commuter reimbursements	
Uniform and Clothings			2,199	1,560	3,759	3,759		
Utilities			11,136		11,136	11,136	SMUD and RMA SMUD	
Operating Expenses Total		182,288	781,773	379,968	1,344,029	1,344,029		

**RANCHO MURIETA COMMUNITY SERVICES DISTRICT
MEASURE J**

YES	SPECIAL TAX
NO	Shall Ordinance No. 98-1, an ordinance of the Rancho Murieta Community Services District be approved authorizing a special tax for security services to fund continuation of security service by the District, including but not limited to operating 24-hour security gates, providing 24-hour mobile patrol, both 365 days a year, together with ancillary services including assistance to outside agencies, and other services authorized by the Board to protect its customers and their property?

COMPLETE TEXT OF MEASURE J

ORDINANCE NO. 98-1

Section 1.00. Findings.

The Board of Directors of the District hereby finds and declares that the District's ability to continue to provide security services depends on the availability of funds to support these services. The security services are a portion of the public safety or police services related to real property and provide for the security and protection of the real property and property owners within the District. The special tax levied herein, if approved by a two-thirds vote of the voters, will provide for a special and secure funding source to continue to provide security services.

Section 2.00. Authority.

This special tax is levied under each of the following authorities:

Government Code section 61615 which provides the District with the power to tax for the purpose of carrying out the operations of the District; Government Code section 61615.1 which authorizes the District to impose special taxes pursuant to Government Code section 50075, et seq.; Government Code section 50075 through section 50077 which authorizes special districts, among others, to impose special taxes; Government Code section 61622 which authorizes the District to perform all acts necessary to carry out fully the provisions of the Community Services District law; Government Code section 53978, et seq., which authorizes the District to impose a special tax for police protection services, which includes security services; and Article XIII of the California Constitution. This tax is based, to the extent practicable, upon the cost of providing security services to the properties within the District and is not an ad valorem property tax.

Section 3.00. Security Tax.

If approved by the voters, commencing July 1, 1998, property within the District shall be assessed a monthly security tax. The maximum tax rates shall be as listed in the tax rate statement.

Charges for property and/or units not identified herein shall be determined by the Board based upon the total actual cost of providing security services to that property or unit, not to exceed the maximum charge per lot, acre, or building square foot for property identified herein.

For the fiscal year beginning July 1, 1998, and annually thereafter, the District Board shall set the actual security tax for the applicable fiscal year. The actual security tax set by the Board shall not exceed the maximum tax rate set forth in this section as adjusted pursuant to section 5.00 of this Ordinance. If necessary to meet expenses, the Board may adjust the actual tax rate during a fiscal year so long as the actual tax rate does not exceed the maximum allowable tax rate.

Section 4.00. Collection.

The Security Tax shall be collected with other monthly District taxes, fees and/or charges and shall be subject to the same penalties for non-payment as other monthly District taxes, fees and/or charges.

PR-00J.001

063-37

Section 5.00. Annual Adjustment.

Commencing July 1, 1999 and each July 1 thereafter, the amounts specified in Section 3.00 shall be increased by two percent (2%) per year. The General Manager of the District shall maintain a current schedule of maximum tax rates based on the yearly increased specified herein and shall make the same available to any interested party upon request.

Section 6.00. Disposition of Revenue.

Revenues collected under the provisions of this Ordinance shall be deposited in a special fund called the Security Tax fund and shall be used only for the provision of security services within the District. Security services include:

- (a) Operating the security gates located at the entrances to Rancho Murieta, 24 hours a day, 365 days a year, including but not limited to staffing these gates;
- (b) Providing a 24 hour a day mobile patrol of the District and its boundaries;
- (c) Operating a radio communication system to maintain contact with external police, fire and other emergency services as well as the appropriate entities within the District;
- (d) Providing assistance to other agencies providing first aid, fire fighting, police and emergency services within the District;
- (e) Monitoring, controlling and registering guests or invitees of District customers and other visitors within the District;
- (f) Conducting such other activities as the Board in its discretion may authorize for the protection of District customers and their property; and
- (g) Other incidental costs of providing the services listed above.

Section 7.00. Effective Date.

This Ordinance shall take effect July 1, 1998.

Section 8.00. Suspension of Security Fee.

Upon the effective date of the levying of the tax established by the ordinance, and except as provided herein, the District shall suspend the collection of the security fee established in and collected under District Code Chapter 21, section 5.00. To the extent that a property or property owner is or becomes legally exempt from payment of the tax established in this Ordinance, such property and/or property owner shall remain subject to and shall pay the security fee established in and collected under District Code Chapter 21, section 5.00; and, to that extent, that security fee shall remain in effect.

What are incidental costs per (g)?

Incidental costs are **minor, often unplanned expenses that support a primary business activity but are not central to it.**

Detailed Explanation

Incidental costs, also called incidental expenses, are **small, supplementary expenditures incurred while performing a main business function or project**. They are typically **unpredictable, low in individual cost, and occur frequently**, making them distinct from major budgeted items like salaries, rent, or travel fares. These costs are necessary to facilitate the primary activity but are not substantial enough to require separate line-item budgeting.

What about general and administrative expenses related to the security department?

- 1. Payroll processing to the security staff**
- 2. Business/general liability insurance**
- 3. Workers compensation to the security staff**
- 4. HR consulting to the security staff**
- 5. Administration staff meeting with various community members on subject related to the security department.**

RESOLUTION NO. R2026-08

A RESOLUTION OF THE BOARD OF DIRECTORS ESTABLISHING AGREEMENTS BETWEEN THE DISTRICT AND LANDOWNERS PERTAINING TO THE DRILLING OF TEST WELLS

WHEREAS, on January 12, 2026, WSC completed a Test Well Siting Study and identified and evaluated six potential locations that, based on the evaluation criteria, are considered suitable for advancement to exploratory test well investigations; and

WHEREAS, based on this preliminary, desktop-level evaluation, most of the identified sites are interpreted to have relatively low groundwater production potential; and

WHEREAS, only two sites are estimated to have the potential to support groundwater production capacities sufficient to meet the target supply goals; and

WHEREAS, the sites are located on private property or property owned by the County of Sacramento, or another government agency; and

WHEREAS, prior to the District entering into a contract for the drilling of test wells on private property or public lands, the following parameters need to be addressed in the contract.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS:

1. The Rancho Murieta Community Services District Board of Directors requires the following terms to be included in any contract prior to drilling a test well or active well:

- a. Ownership of the property on which the well will be drilled.
- b. All easements required to gain access to and perform maintenance on the permanent well.
- c. Any easements required to transport groundwater from its source to the District water treatment facilities.
- d. District ownership of all pumps and infrastructure
- e. An estimate of the cost to be allocated to each party of the total cost of test wells, active wells, and the infrastructure required to transport the water to the District's water treatment facilities.
- f. Establishment of a "priority of use" of groundwater pumped from the property. The District shall have priority of use of the groundwater pumped for the District's water treatment facilities and to serve the residents of Rancho Murieta Community Services District.

2. The General Manager is authorized to take all necessary and appropriate actions to carry out the purpose and intent of this resolution.

3. This Resolution shall take effect immediately upon adoption.

4. The Secretary shall certify to the adoption of this resolution.

Res.

PASSED, APPROVED, and ADOPTED by the Board of Directors of the Rancho Murieta Community Services District, Sacramento County, California, at a meeting held on the 18th day of March 2026, by the following roll call vote:

Ayes:
Noes:
Absent:
Abstain:

John Merchant, President of the Board
Rancho Murieta Community Services District

[SEAL]
ATTEST:

Dyanne Fleet, Interim District Secretary

MEMORANDUM

Date: April 9, 2026
To: Board of Directors
From: Amelia Wilder, Interim General Manager
Re: IWMP Completion

Requested Action

Provide direction to Staff on the next steps for the IWMP completion.

Background

Adkins and Maddaus were engaged to prepare and Integrated Water Master Plan in 2022. They provided a draft IWMP in 2024. A working group was formed to analyze the data and efforts to complete the IWMP were stopped in the summer of 2025.

An item was brought before the Improvements Committee on April 7, 2026 suggesting that some of the data produced as part of the Draft, IWMP, may be valuable to the Water Working Group. It was requested that relevant data from the report be pulled and made available for the use by the Working Group to assist in making future decisions.

This discussion led to direction from the Committee to consider meeting with Ms. Maddaus to finalize outstanding questions or reengage them to complete the report.

Conclusion

Staff is requesting Board direction on the next steps in this process.



Phone: (530) 676-0825
 Fax: (530) 676-0826
 CA Lic No. 440233
 CA DIR No . 1000004944
 www.dougveerkamp.com

To:	Corey Carskaddon	Phone:	916-354-3700
Company:	RMCS D	Email:	ccarskaddon@rmcsd.com
Project:	15160 Jackson Road, Rancho Murieta, CA 95683	Estimator:	Garrett Mendes
Bill To:	<input checked="" type="checkbox"/> Same as above <input type="checkbox"/> Other:		
Bid Date:	3/20/2026	Bid #:	26-GM-004

This quote may be withdrawn by us if not accepted within 30 days.

Item	Description	Qty	Unit	Unit Cost	Item Cost
1	Mobilization	1	LS		\$ -
2	Dual 36" HDPE Culvert (Native Backfill)	215	LF		\$ -
3	Grouted Rip Rip Outfalls	2	EA		\$ -
4	Repair Cart Path (Repiared with Concrete, No Asphalt)	1	LS		\$ -
5	36" HDPE Flared End Section	4	EA		\$ -
6	Regrade Influent and Effluent to Drain Properly (No Offhaul)	1	LS		\$ -
TOTAL ALL ITEMS:					\$ 85,093.00

The attached SPECIAL CONDITIONS / QUALIFICATIONS apply*

Non- Prevailing Wage Rates Apply

Prevailing Wage Rates Apply



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SPECIAL CONDITIONS / QUALIFICATIONS:

1. This is a unit price proposal. Final quantities multiplied by the attached unit costs will determine the final cost.
2. Any changes to the bid plans or to the conditions listed below shall constitute a change order and price revision.
3. Price is based on award of all work listed. If General Contractor/ Owner elects to separate items Doug Veerkamp General Engineering shall be notified and adjustments made accordingly. DVGE is not obligated to accept the revised terms.
4. Prices are based on performing the work during the 2025 construction season. Work shall be accomplished per mutually agreed upon schedule, weather and ground conditions permitting, during normal working shifts.
5. Prices in this proposal do not reflect any phasing or sequencing of job. Bid includes one move-in. Additional move-ins will be billed on a time and materials basis. Delays caused by others may result in demobilization and remobilization as applicable.
6. In the event that completion of portions of work required in this subcontract is delayed by others beyond the control of Doug Veerkamp General Engineering (i.e. dry utility line construction, building construction, etc.), the work completed to date shall be accepted by the Owner and written notice will be executed.
7. Differing Site Conditions: (a) The Contractor shall give a written notice to the Owner and/or Soils Engineer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unforeseen physical conditions at the site, or (3) the existence of toxic or hazardous materials not specifically described in type, character, or quantity in a Work Order, which existence is deemed to be a differing site condition. (b) The Owner and/or Soils Engineer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ or are deemed to so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.
8. Any prevention, delay, non-performance or stoppage due to any of the following reasons may cause an increase in prices and/or surcharge allocation and a possible delay in the production and/or load out of some materials. Failure of power, acts of public enemies, riots, increases in prices and/or supplies of raw materials and/or services (such as trucking) outside the control of Doug Veerkamp General Engineering, governmental restrictions, regulations, acts of God or other causes beyond Veerkamp's reasonable control.
9. Owner expressly acknowledges that Contractor is a licensed contractor authorized to perform work provided in this Contract and that the Contractor is not an engineer or a design consultant. Proposals made by Contractor with respect to work to be performed are made solely for the consideration of Owner and Owner's design engineer or design consultant, who shall be solely responsible for determining whether any such work proposed by Contractor is, or will be, adequate to satisfy the needs and or purposes of the Owner. Except as expressly provided in this Contract, no warranty or representation of any kind or nature with respect to any such proposal. Warranty with respect to fitness for any purpose or use is expressly disclaimed to the fullest extent of the law.

10. Price increases in raw materials outside the control of Doug Veerkamp General Engineering, Inc. control may require an equitable negotiated increase in contract price. Due to volatile markets, i.e. oil and plastic; materials such as plastic pipe, asphalt and slurry seal may necessitate additional cost compensation. Asphalt concrete is based on current rack asphalt oil. For every fluctuation of \$10.00, an additional \$0.70 per ton will be added.
11. This conditions and exclusions sheet shall be incorporated and supersede any language within the mutually agreed contract.
12. This proposal is good for 30 calendar days from date on Proposal.
13. All excavation of construction site materials is bid as non-hazardous material. Any contaminated or hazardous material will be mitigated, excavated, hauled, and disposed of on a time and materials basis. It is the owner's responsibility to notify the contractor of any hazardous conditions that exist regarding contaminated soil or asbestos.
14. All excavated material is bid as material useable for engineered fills. Over-excavation and/or replacement of materials, unsuitable on-site stockpiles that may be required due to unsuitable ground conditions, and sub-drains shall be considered extra work items.
15. Any material deemed to be unsuitable i.e. rock, etc. will be removed and disposed of on a T&M basis, including moving or sorting on site. In addition, any material needed because of removal of said material will be imported on a T&M basis.
16. Payment terms are Net 30. Finance charge of 1.5% per month will be assessed on any unpaid balance.
17. Bid is based on the following documents:
 - a. Unapproved Plans by _____ Plan Set, dated _____ Sheets _____
 - b. Soils Report by _____ Dated _____ - Project No. _____
18. Material that cannot be removed at 100 Cubic Yards per hour with a PC490 or 500 Cubic Yards with a D9T or equivalent will be removed on a change order basis.
19. Change orders shall be executed at a negotiated lump sum price or on a time and materials basis based on Contractor's standard hourly rental rates.
20. Owner acknowledges that national and regional supply shortages of materials may occur and that the prices may increase during the term of this proposal. If the Contractor incurs cost increase(s) such that the purchase price of any material to be supplied under this proposal is increased greater than 5%, the Owner and Contractor shall negotiate to mutually agree upon a revised price for the material yet to be delivered under this proposal.
21. If any dispute arises regarding the terms of this Proposal or in regard to any contract or subcontract into which it is incorporated, or any work performed as described in this Proposal, the prevailing party shall be entitled to all attorney fees and costs and expert fees and costs incurred in the arbitration or litigation of the dispute. This clause shall take precedence and prevail over any clause in any agreement into which this Proposal is incorporated, despite any language to the contrary in such other agreement. If contracting party does not so agree, then contracting party shall not accept this Proposal and shall not contract or subcontract with Doug Veerkamp General Engineering, Inc.



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EXCLUSIONS:

1. Bonds. Bond rate is available upon request.
2. Permits and fees.
3. Engineering, construction staking and fees.
4. Compaction testing and certification.
5. Air quality monitoring (i.e. asbestos, equipment emissions or fugitive dust resulting from our operations).
6. Biological mitigation and monitoring.
7. Naturally Occurring Asbestos requirements.
8. SWPPP or Fugitive Dust Plan preparation.
9. Erosion control work.
10. Dewatering or diversion of water.
11. Chemical treatment of soil.
12. Dust control or street sweeping for work by others.
13. Haul off of any spoils, trash, lumber, and construction debris left by others.
14. Relocation or removal of existing utilities, poles, fences or structures.
15. Repair or replacement of existing utilities that have not been identified by Owner prior to construction work and are damaged in the course of Contractor's work.
16. Backfill of any work by others.
17. Blasting, hydraulic hammering, jack hammering, pre-blast or post-blast surveys, and/or seismic monitoring.
18. Tree fencing; unless indicated.
19. Supporting, shoring or supporting existing utilities or structures.
20. Fog Seal, Type II Slurry Seal, Micro surfacing and Seal Coating.
21. Concrete encasement and or slurry backfill.
22. Liquidated Damages (LD's)
23. Waivers of subrogation
24. Survey Monuments.
25. Haul-off of unsuitable material.
26. Permanent or temporary fencing.
27. Work in excess of eight (8) hours or forty (40) hours per week.
28. Protection of existing utilities.
29. Cut-off Walls.
30. Removal of bones (rock) or material to replace the rock.
31. Cut/ Fill transition work, this can be performed on time and material.
32. Processing of material i.e. discing...
33. Lime treatment of soil.
34. Striping and Signage.
35. Electrical.

36. Joint trench or handling of joint trench spoils.
37. High Deflection Couplings.
38. Bollards.
39. Landscaping.
40. Concrete work; unless indicated.
41. Condition of approval. Any conditions shall be done by owner.
42. Geogrid for Retaining Walls.
43. Rockery Wall Embedment; unless indicated.
44. Trench or cannon drains.
45. Traffic control, we figured the road could be closed during construction activities.
46. Loss of trench while working adjacent to existing utilities.
47. Masonry work.
48. Sewer bypass or pumping.
49. Concrete structures, unless indicated.
50. Sorting or processing unforeseen debris; if encountered.
51. Mitigation measures if asbestos rock is found, including importing clean fill to top out pads. We have included dust
52. Ripping cut pads after mass grading operations are complete. This can be done on T&M or an agreed upon price.
53. Two (2) Sac Sand Slurry if required.
54. All fencing, railing...
55. Anti-graffiti coating.
56. Boring or jacking; if applicable.
57. Pumped sewer services.
58. Backwater valves.
59. OCIP or CCIP Participation.
60. Minimum cover requirements by HDPE pipe manufacturer.
61. Grass, landscape, and irrigation repairs.
62. AB bedding & backfill. (Pipe to backfilled with native soil only.)
63. Import or export of soils.
64. Any item not specifically listed is considered excluded.

Customer Acceptance: The above prices, specifications and conditions are satisfactory and are hereby accepted.

You are authorized to do the work as specified. Payment will be made as outlined above.

- | | |
|---|--|
| <input type="checkbox"/> I am the owner of this property | <input type="checkbox"/> I am NOT the owner of this property |
| <input type="checkbox"/> There is NO lender on this project | <input type="checkbox"/> There is a lender on this project |

Signature:

Date: